

AGENDA

ROSSMOOR COMMUNITY SERVICES DISTRICT

PERSONNEL AND CONTRACT ADMINISTRATION COMMITTEE MEETING

**RUSH PARK
WEST ROOM
3021 Blume Drive
Rossmoor, California 90720**

**Wednesday, November 29, 2023
7:00 p.m.**

A. ORGANIZATION

1. CALL TO ORDER: 7:00 p.m.
2. ROLL CALL: Directors DeMarco, Maynard
3. PLEDGE OF ALLEGIANCE

B. PUBLIC FORUM

Any person may address the members of the Personnel and Contract Administration Committee at this time upon any subject within the jurisdiction of the Personnel and Contract Administration Committee of the Rossmoor Community Services District.

C. REGULAR CALENDAR

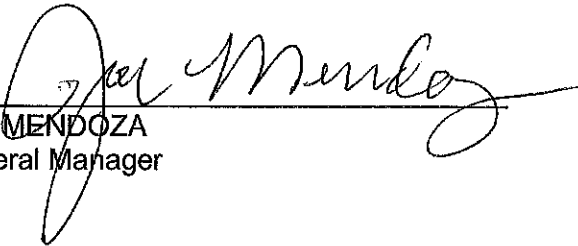
1. DISCUSSION REGARDING CONTRACT RENEWAL FOR BRIGHTVIEW LANDSCAPE AND SUBMITTING REQUESTS FOR PROPOSALS
2. DISCUSSION REGARDING COOPERATIVE PROGRAMMING AGREEMENT FOR THE YOUTH CENTER
3. DISCUSSION REGARDING ALLOCATION OF 2% STIPEND TO EMPLOYEES IN DECEMBER 2023
4. UPDATE AND DISCUSSION REGARDING THE MEMORANDUM OF UNDERSTANDING AGREEMENT BETWEEN ROSSMOOR COMMUNITY SERVICES DISTRICT AND LOS ALAMITOS GIRLS SOFTBALL LEAGUE

D. ADJOURNMENT

CERTIFICATION OF POSTING

I hereby certify that the attached Agenda for the November 29, 2023, 7:00 p.m. Personnel and Contract Administration Committee of the Board of Directors of the Rossmoor Community Services District was posted at least 24 hours prior to the time of the meeting.

ATTEST:



JOE MENDOZA
General Manager

Date 11/23/2023

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM C-1

Date: November 29, 2023

To: Personnel and Contract Administration Committee
Tony DeMarco, Chair
Michael Maynard

From: General Manager Joe Mendoza

Subject: DISCUSSION REGARDING CONTRACT RENEWAL FOR BRIGHTVIEW
LANDSCAPE AND SUBMITTING REQUEST FOR PROPOSALS

RECOMMENDATION

It is recommended that the Rossmoor Community Services District (RCSD) Personnel and Contract Administration Committee direct the General Manager to move forward with obtaining proposals for a three-year contract for Professional Landscape and Lawn Care Maintenance Services for RCSD, effective April 1, 2024 - March 31, 2027.

INFORMATION

On April 1, 2021, Brightview Landscaping Services, Inc. entered into a contractual agreement with Rossmoor Community Services District for Professional Landscape and Lawn Care Maintenance Services. The contract expires March 31, 2024.

The current agreement is now in its final contract year. The proposed new agreement would be for a three-year period with incremental increases beginning April 1, 2024.

Staff has received a new preliminary contract proposal from Brightview which is significantly higher than the current contract. The proposal also incorporates additive alternates to include:

- 1x Winter Rye overseeding (Nov) and 1x Spring Mixed seeding per year (June)
- Maintenance of 3 infields at Rossmoor Park (Nov to Feb and June 15-August 15)
*Rental Equipment Included.

RCSD believes that requests for proposal from competitive and well-qualified firms will provide the best service at a fair market rate.

ATTACHMENTS

1. 2021-2024 Agreement with Brightview Landscape Services, Inc.
2. Rossmoor Community Services District Request for Proposal Package for Professional Landscape and Lawn Care Maintenance

**ROSSMOOR COMMUNITY SERVICES DISTRICT
PROFESSIONAL SERVICES AGREEMENT
BRIGHTVIEW LANDSCAPE SERVICES, INC.**

2021-2024^(w)

1. PARTIES AND DATE.

This Professional Services Agreement is made and entered into this 9th day of March, 2021, by and between the Rossmoor Community Services District, a public agency ("District") and BrightView Landscape Services, Inc., a California corporation ("Contractor"). District and Contractor are sometimes individually referred to as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Contractor.

Contractor desires to perform and assume responsibility for the provision of certain professional services required by the District on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing such services, is licensed in the State of California, and is familiar with the plans of District.

2.2 Project.

District desires to engage Contractor to render park and parkway landscape and maintenance services for certain parks, parkways, facilities and other properties of the District ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Contractor agrees to furnish to the District all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference and in the Proposal for Landscape Management Services as set forth in Exhibit "B" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. In the event of a conflict between the provisions of this Agreement and Exhibit "A" on the one hand, and Exhibit "B" on the other hand, the provisions of the Agreement and Exhibit "A" shall be controlling.

3.1.2 Term. The term of this Agreement shall be for a period not exceeding three (3) years, commencing April 1, 2021 (the "Effective Date"), unless earlier terminated as provided herein. Contractor shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

3.2 Responsibilities of Contractor.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. District retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of District and shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Contractor shall perform the Services expeditiously, in accordance with the terms of this Agreement, and in accordance with the schedule of services as set forth into Exhibit "A" and Exhibit "B." Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor's conformance with the schedule, District shall respond to Contractor's submittals in a timely manner. Upon request of District, Contractor shall provide a more detailed schedule of anticipated performance to meet the schedule of services.

3.2.3 Conformance to Applicable Requirements and Coordination of Services. All work prepared by Contractor shall be subject to the approval of District. Contractor agrees to work closely with District staff in the performance of Services and shall be available to District's staff, Contractors and other staff at all reasonable times.

3.2.4 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

3.2.5 Insurance.

3.2.5.1 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Contractor, its agents, representatives, employees or subcontractors. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Workers' Compensation*; and (3) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto).

(B) Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability*: A policy of comprehensive general liability insurance written on a per occurrence basis in an amount not less than either (i) a combined single limit of \$2,000,000.00 or (ii) bodily injury limits of \$1,000,000.00 per person, \$2,000,000.00 per occurrence and \$2,000,000.00 products and completed operations and property damage limits of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate; (2) *Workers' Compensation Insurance*: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for the Contractor and the District against any loss, claim, or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Contractor in the course of carrying out the work or service contemplated in this Agreement; and (3) *Automobile Liability*: a policy of comprehensive vehicle liability insurance written on a per occurrence basis in an amount not less than either (i) bodily injury liability limits of \$1,000,000.00 per person and \$2,000,000.00 per occurrence and property damage liability limits of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate to cover the operation of all automobiles, trucks, street sweeping vehicles or other motorized vehicles utilized by Contractor. Said policy shall include coverage for owned, non-owned, leased and hired vehicles.

3.2.5.2 Insurance Provisions. All of the above policies of insurance shall be primary insurance and shall name the District, its officers, employees, volunteers and agents as additional insureds. The insurer shall waive all rights of subrogation and contribution it may have against the District, its officers, employees, volunteers and agents and their respective insurers. All of said policies of insurance shall provide that said insurance may not be amended or canceled without providing thirty (30) days prior written notice by registered mail to the District. In the event any said policies or insurance are canceled, the Contractor shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section to the General Manager. No work or Services under this Agreement shall commence until the Contractor has provided the District with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the District. The Contractor agrees that the provisions of this Section shall not be construed as limiting in any way the extent to which the Contractor may be held responsible for the payment of damages to any persons or property resulting from the Contractor's activities

or the activities of any person or persons for which the Contractor is otherwise responsible. The insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the District due to unique circumstances.

3.3 Fees and Payments.

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "B." Without written approval of the District, Contractor's total monthly compensation shall not exceed the following amounts:

- (A) For the period of April 1, 2021-March 31, 2022: Four Thousand Eight Hundred Eighteen Dollars (\$4,818.00).
- (B) For the period of April 1, 2022-March 31, 2023: Five Thousand Fifty-Nine Dollars and Thirty-Seven Cents (\$5,059.37).
- (C) For the period of April 1, 2023-March 31, 2024: Five Thousand Three Hundred Twelve Dollars and Thirty-Three Cents (\$5,312.33).

Extra Work may be authorized, as described below; and if authorized, said Extra Work will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Contractor shall submit to District in the form approved by District, a monthly statement for Services rendered prior to the date of the statement. District shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by District.

3.3.4 Extra Work. At any time during the term of this Agreement, District may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by District to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from District's Representative.

3.3.5 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Sections 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public

works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. District shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor’s principal place of business and at the project site. Contractor shall defend, indemnify and hold the District, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4 General Provisions.

3.4.1 Termination of Agreement. District or Contractor may, by written notice to other party, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to other party of such termination, and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those services which have been adequately rendered to District, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

3.4.2 Representatives. District’s General Manager or his or her designee shall be the representative of District for purposes of this Agreement and may issue all consents, approvals, directives, or agreements on behalf of District called for by this Agreement. Contractor shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Contractor called for by this Agreement.

3.4.3 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective Parties may provide in writing for this purpose:

Contractor: BrightView Landscape Services, Inc.
1960 S Yale Street
Santa Ana, CA 92704
Attn: Po Chen, Vice President & General Manager

District: Rossmoor Community Services District
3001 Blume Dr.
Rossmoor, CA 90814
Attn: Joe Mendoza, General Manager

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.4.4 Attorneys' Fees. If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and all other costs of such action.

3.4.5 Indemnification. Contractor agrees to defend, with counsel acceptable to District, indemnify, and hold free and harmless District, its elected officials, officers, agents and employees, at Contractor's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against District, its elected officials, officers, agents and employees arising out of the performance of Contractor, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by Contractor, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of Contractor, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against District, its elected officials, officers, agents and employees based upon the work performed by Contractor, its employees, and/or authorized subcontractors under this Agreement, whether or not Contractor, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, Contractor shall not be liable for the defense or indemnification of District for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of District. This provision shall supersede and replace all other indemnity provisions contained either in the District's specifications or Contractor's proposal, which shall be of no force and effect.

3.4.6 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Orange County.

3.4.7 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.4.8 Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.4.9 Prior Approval Required to Subcontract. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of District. Contractor shall require each of its subcontractors to agree in writing to be bound by the provisions of this Agreement.

3.4.10 Assignment. Contractor shall not voluntarily or by operation of law

assign, transfer, sublet or encumber all or any part of Contractor's interest in this Agreement without District's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of District's consent, no subletting or assignment shall release Contractor of Contractor's obligation to perform all other obligations to be performed by Contractor hereunder for the term of this Agreement.

3.4.11 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both parties.

3.4.12 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue to be in full force and effect.

3.4.13 The Individuals Signing this Agreement. Individuals Represent and warrant that they have the right, power, and authorization to bind their respective entities to the terms of the Agreement.

3.4.14 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.4.15 Construction. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the Parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

3.4.16 Public Records Act Disclosure. Contractor has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Contractor, or any of its subcontractors, pursuant to this Agreement and provided to District may be subject to public disclosure as required by the California Public Records Act (California Government Code section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code section 6254.7, and of which Contractor informs District of such trade secret. District will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The District shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the court.

3.4.17 Entire Agreement. This Agreement constitutes the entire agreement of the Parties with respect to any matter referenced herein and supersedes any and all other prior negotiations. As of the Effective Date of this Agreement, this Agreement shall supersede, and otherwise be controlling, over any and all provisions of any previous agreements, which shall be of no further force or effect.

EXHIBIT "A"

SCOPE OF SERVICES

ALL SITE LOCATIONS EXCEPT ROSSMOOR WAY MEDIANS & TRIANGLE

PARK MAINTENANCE PERFORMANCE STANDARDS:

1. Trim hedges bi-weekly during the growing season (April-September); and trim as necessary the year.
2. Pick up paper and debris in the parks three (3) times per week as part of landscape maintenance operations in areas we are working
3. Weed landscaped areas, as necessary, including planters
4. Edge or trim grass from ballfield backstops once per month. Infield not included
5. Contractor to program Irrigation Controllers, and adjust as necessary, to assure proper watering of turf and landscape areas to avoid over-watering or under-watering. Contractor shall utilize appropriate monitoring equipment to evaluate and control watering
6. Regularly inspect irrigation emitters and sprinklers for proper functionality once per week
7. Repair sprinklers as needed- Rossmoor Community District will provide parts
8. Maintain edges of all valve boxes
9. Maintain Ivy ground cover in building planters and tree wells as needed for a neat and clean appearance
10. Hand rake sand pits and gravel areas three times per week
11. Rototill all sand pits quarterly
12. Blow off recessed on-street parking spaces at Rossmoor Park and parking lots at Rush Park and Montecito Center once each month

TURF MAINTENANCE PERFORMANCE STANDARDS:

1. Complete 45 turf mows annually. Once per week March 01 through October 31; once every-other-week November 01 through February 28
2. All turf mowing to occur on Wednesdays at Rush Park and Fridays at Rossmoor Park unless otherwise approved, in writing, by the District General Manager
3. Edge all concrete areas bordering turf each mow occurrence
4. Sweep all concrete areas adjacent to mow areas each mow occurrence
5. De-Thatch turf once annually
6. Rake or vacuum grass clippings in June, July, and August (If mulching mower is used, this requirement can be reduced or eliminated)
7. Aerate and fertilize turf areas twice annually
8. Maintain tree wells free of grass and weeds; tree wells to be three-foot radius or greater depending on circumference of the tree
9. Spray weed killer, once annually, at both Rush and Rossmoor Parks
10. Over-seeding will be an additional charge once per year as requested

ROSSMOOR PARK & RUSH PARK SPECIAL MAINTENANCE STANDARDS:

1. Blow off walkways around buildings and main sidewalk three (3) times per week
2. Level sand under the swings in the "tot-lots" three (3) times per week and as-needed
3. Remove fallen leaves by rake, vacuum, or blowing bi-weekly, or as-needed, around buildings three (3) times per week

ROSSMOOR WAY MEDIANS, ROSSMOOR TRIANGLE, FOSTER MINI-PARK, KEMPTON MINI-PARK:

1. Trim shrubs bi-weekly during the growing season (April-September); and trim as necessary throughout the year
2. Pick up paper and debris three (3) times per week
3. Remove ivy, grass, and weeds from around trees and maintain tree wells up to three feet
4. Remove ivy, grass and weeds to maintain the clean edges of all valve boxes and sprinkler heads
5. Irrigate, using manual system, and monitor irrigation patterns to assure adequate watering of trees, plantings and ground cover
6. Regularly inspect irrigation emitters and sprinklers for proper functionality
7. Repair sprinklers as needed- Rossmoor Community District will provide parts

REPORTS TO THE DISTRICT

1. Contractor shall immediately report, to the District's Park Superintendent, any condition which is deemed hazardous or which requires immediate attention
2. Contractor will provide monthly QSA to report all activities which are performed by the Contractor which are prescribed on Monthly/Quarterly schedules

LIQUIDATED DAMAGES

One hundred dollars (\$100) shall be deducted from Contractor's monthly payment for each schedule failure after three warnings regarding such failures. These deductions may be assessed on a per controller basis or a per event basis, at the discretion of the District's Representative.

PRACTICAL SPECIFICATIONS FOR CONTRACT LANDSCAPE MANAGEMENT

I. Scope of Work:

Contractor shall furnish all horticultural supervision, labor, material, equipment and transportation required to maintain the landscape throughout the contract period, as specified herein.

The scope of our services shall be based exclusively on those items approved and initialed on Page One (1) of our Proposal document.

II. Lawn Care:

A. Mowing and Edging:

Lawns shall be mowed more frequently during the active growing season and as needed during other seasons. During extended rainy or dry periods mowing will take place as conditions dictate. Mowing height will be based on what is horticulturally correct for the turf variety taking into account the season.

Cilppings shall not be caught and removed from lawn area unless they are lying in swaths which may damage the lawn.

Edges shall be trimmed to maintain a neat appearance.

B. Fertilization:

Lawns shall be fertilized as warranted with a commercial fertilizer. The number of applications will be dependent on the type of nitrogen used and the type of turfgrass.

C. Disease control:

Disease control is maintained through proper fertilization, mowing and water management. In the event that disease problems occur Contractor will use treatments to stop or slow progression of disease. This program does not include the prevention of disease with weekly or monthly applications of disease control products although such protection is available at substantial additional cost.

Disease caused by infestation of nematodes (microscopic round worms that feed on roots) is not included. Currently, there is no effective nematode control product registered for use on landscapes. Contractor will recommend additional treatments and procedures to minimize damage should nematodes become a problem. These treatments will be provided at additional cost. Nematode control is available for some sports turf locations and will be quoted separately if required.

D. Insect control:

Contractor will provide control of turf damaging insects using Federal and State registered insect control products as needed to prevent or mitigate turf damage. These treatments do not include the prevention of fire ant infestation which is available at added cost.

E. Weed control:

Contractor will use proper fertilization, mowing and watering practices to promote the growth of weed resistant turf. Additionally, applications of pre and postemergence weed controls will be applied at times if warranted to control weeds without damaging desirable turf. Recent changes in Federal regulations have resulted in our loss of ability to selectively control some weeds including crabgrass when present in St Augustine. The only control of these weeds is to treat infested turf with non selective products such as Roundup. These treatments require the resodding which will be quoted at additional charge.

III. Ground Cover Area/ Shrub Areas:

A. Edging:

Edge ground cover as needed to keep within bounds and away from obstacles.

B. Pruning:

Shrubs shall be pruned only as necessary to maintain the natural form of the plant, to maintain growth within space limitations, and to eliminate damage or diseased wood. This excludes pruning necessitated by storm damage, disease, neglected overgrowth or winterkill.

C. Weed Control:

Keep beds reasonably free of broadleaf or grassy weeds, preferably with pre-emergent and/or selective post-emergent/contact herbicides.

Pre-emerge: This type of control should be used only if a known weed problem warrants its use.

Post-emerge: Control weeds with selective herbicides.

The chosen chemical will be recommended and legally approved for the specific weed problem.

D. Fertilization:

Apply fertilizer as warranted. The number of applications will be dependent on the type of nitrogen used and the type of plant material.

E. Fungicide:

Apply recommended, legally approved fungicides to control disease-causing damage to ornamentals if warranted.

F. Pesticide:

Apply recommended, legally approved pesticides to control insects causing damage to ornamentals if warranted.

G. Control of Imported pests:

Certain locations in the United States have a record of accidental introduction of pests from other countries. These imported pests can be very damaging and difficult or impossible to control with available products. Where such pests become a problem Contractor will recommend the most cost effective alternative for pest mitigation. Such recommendations may include plant replacement or intensified treatment schedules that may require additional cost to the customer.

IV. Slope Care: Not Applicable

A. Edging:

Edge as needed to keep plant material within bounds and away from obstacles.

B. Weed Control:

Maintain slopes so they are reasonably free of weeds. Use recommended, legally approved herbicides to control weed growth in open areas whenever possible, and if necessary. Avoid soil cultivation to maintain pre-emergent herbicide effectiveness and root health.

Pre-emerge: This type of control should be used only if a known weed problem warrants its use.

Post-emerge: Control weeds with selective herbicides.

The chosen chemical will be recommended and legally approved for the specific weed problem.

C. Fertilization:

Apply fertilizer as warranted. The number of applications will be dependent on the type of nitrogen used and the type of plant material.

D. Fungicide:

Apply recommended, legally approved fungicides to control disease-causing damage to slope area when necessary.

E. Insecticide:

Apply recommended, legally approved pesticides to control insects causing damage to slope area when necessary.

V. Tree Care:

A. Pruning:

Height limitation for tree pruning covered in the specification is 12 feet. On trees over 12 feet in height only low-hanging branches that present a hazard to pedestrian or vehicular traffic will be raised. Trees under 12 feet are scheduled to be pruned in the winter months except for safety-related pruning, which will be done only if necessary. Evergreen trees under 12 feet shall be thinned out and shaped only if necessary to minimize wind and storm damage.

B. Staking:

Stakes are to be inspected and adjusted or removed as necessary. When trees attain a trunk caliper of 4" or substantial root development stability, removal will be discussed with client.

VI. Mulched Areas/ Granite Areas :

Mulched or decomposed granite areas will be inspected on our days of service. Weeds and grasses shall be controlled with recommended, legally approved herbicides only if necessary. In those areas with excessive mulch build up alternatives will be discussed with the client.

VII. Irrigation System:

Watering shall be scheduled with automatic controllers to supply quantities and frequencies consistent with seasonal requirements of the plant materials in the landscape. In some circumstances, water scheduling may be limited by local watering restrictions.

Where practical, watering shall be done at night or early morning if the system is automatic, unless notified otherwise by the owner.

Any damages to the Irrigation system caused by the Contractor while carrying out maintenance operations shall be repaired without charge. Where practical, repairs shall be made within one watering period.

Faulty equipment, vandalism or accidental damage caused by others shall be reported promptly to owner. Cost of labor and material to perform repair is an extra and shall be paid for by the owner upon authorization.

Whenever possible, owner's representative shall be instructed on how to turn off system in case of emergency. Our office is to be advised at once or by next business day.

If the Contractor is required to make emergency repairs or adjustments other than regularly scheduled visits, a minimum charge will apply.

VIII. Debris Cleanup:

All landscape areas shall be inspected on days of service and excess debris removed. Gardening debris, generated from our work, shall be removed from paved areas on days of service. This excludes leaf fall pickup from parking areas, sidewalks, pools, etc.

IX. Bio-Hazards:

Contractor shall not be responsible for policing, picking up, removing or disposing of certain materials that may be bio-hazards on the Owner/Client's property. This includes, but is not limited to, items such as hypodermic needles (Sharps/needles) will not be handled by the Contractor's employees at any time), condoms, feminine hygiene products, clothing or materials used in the process of cleaning up bodily fluids. Contractor shall only be obligated to report/communicate any observations of potential bio-hazards to the Owner/Client for their appropriate removal by others, unless previously arranged by the Owner/Client and Contractor.

EXHIBIT "B"

PROPOSAL FOR LANDSCAPE MANAGEMENT SERVICES

B-1



March 3, 2021

1960 S Yale St.
 Santa Ana, CA 92704
 tel:(714) 546-7843
 fax:(714) 546-7295

PROPOSAL FOR LANDSCAPE MANAGEMENT SERVICES FOR

Owner/Client: Joe Mendoza
 Client Address: 3001 Blume Drive, Rossmoor. CA 90720
 Job Name: ROSSMOOR COMMUNITY SERVICES DISTRICT
 Job Location: 3001 Blume Drive, Rossmoor. CA 90720

We appreciate the opportunity to propose to you how BrightView Landscape Services, Inc. ("BrightView" or "Contractor") can help you enhance the quality of your landscape. Our team is committed to integrating the specific landscape needs of your property with your service expectations and budget considerations. Giving careful consideration to the individuality of each landscape, BrightView provides competitive pricing, which may include landscape maintenance, irrigation, tree care, and seasonal color programs. Our Proposal includes Scope of Work, Practical Specifications for Landscape Management and General Terms and Conditions.

An effective landscape management program is sustainable and provides value. We are confident that your property would benefit greatly from our efforts to create beauty in the appearance of your landscape while our operational efficiencies create value to your budget.

We hereby propose the following for your review:

Billing Information and Schedule

Exterior Landscape Management

| Client's Initials | Service | Price Per Year | Price Per Month |
|-------------------|------------------------------------|--------------------|-------------------|
| | Base Management Price | \$57,812.40 | \$4,818.45 |
| | Sales Tax | | |
| | Total Base Management Price | \$57,812.40 | \$4,818.45 |

Additional Services

| Client's Initials | Category | Service | Frequencies Per Year | Service Price Per Occurrence | Sales Tax | Total Price Per Year |
|-------------------|--------------------------|------------------------------------|----------------------|------------------------------|-----------|----------------------|
| | Year 2022-2023 Landscape | Landscape Maintenance per Contract | 12 | \$5,059.37 | 0 | \$60,712.47 |
| | Year 2023-2024 Landscape | Landscape Maintenance per Contract | 12 | \$5,312.33 | 0 | \$63,748.06 |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | Total | | | | | |

Billing for additional services will be invoiced upon installation.

Extra Services Included in the Base Contract

Additional scope of services that have been included in the base management price include the following:

BrightView agrees to furnish all Horticultural Supervision, Labor, Equipment, Materials and Transportation, as described hereinabove, necessary to maintain the landscape per the above and per the attached Practical Specifications for Contract Landscape Management and the General Terms and Conditions.

This proposal is withdrawn unless executed and received within 30 days of the date of this document.

Period of Service Agreement

This agreement shall be in effect for the period stated: April 1, 2021 to March 31, 2023. Unless terminated pursuant to Article 6 of the General Terms and Conditions, at the expiration of the initial term, this Agreement shall be automatically extended on a month-to-month basis.

You should receive your first invoice within 30 days of our service commencement date, and can expect to receive them monthly thereafter by the 10th of each month. All billings are due and payable 15 days following the date of the invoice. Owner/Client agrees to pay any and all cost incurred by BrightView in the collection of the same.

If our proposal meets with your approval, please initial the services in the block provided for each item selected indicating that you are authorizing that service and sign both originals below. Return one fully executed original to our office, and retain the second original for your files. This proposal, including the attached Practical Specifications and the General Terms and Conditions, together are the Service Agreement.

Again, thank you for the opportunity to submit this proposal. We look forward to serving as your landscape management professionals.

Sincerely,

BrightView Landscape Services, Inc.

Po Chen

Vice President & General Manager

REQUEST FOR PROPOSAL

2024-RFP-001

PROFESSIONAL LANDSCAPE AND LAWN CARE SERVICES

**ROSSMOOR COMMUNITY
SERVICES DISTRICT**

3001 BLUME DRIVE

ROSSMOOR, CA 90720



RELEASE DATE: JANUARY 2, 2024

DEADLINE FOR QUESTIONS: JANUARY 16, 2024

PROPOSAL SUBMISSION DEADLINE: FEBRUARY 2, 2024

**RESPONSES MUST BE SUBMITTED VIA HAND-DELIVERY OR
ELECTRONICALLY TO:**

RCSD@ROSSMOOR-CSD.ORG

ROSSMOOR COMMUNITY SERVICES DISTRICT REQUEST FOR PROPOSALS

NOTICE IS HEREBY GIVEN that the Rossmoor Community Services District ("RCSD") has prepared this Request for Proposals ("RFP") and is requesting proposals from qualified and interested firms ("Proposers"). The District is requesting proposals from experienced and qualified firms for the provision of Professional Landscape and Lawn Care Services. It is the District's intent to award one contract for Professional Landscape and Lawn Care Services for its Parks and Facilities in the Special District of Rossmoor, Orange County. (the "Project"), RFP NO. 2024-RFP-001 Title: Professional Landscape and Lawn Care Services.

The successful Proposer shall be required to provide the Professional Landscape and Lawn Care scope of services for the above referenced properties. The successful Proposer shall be required to furnish equipment, machinery, transportation, and other implements necessary to execute the contract. The Proposer shall supply a plan as to how the services will be executed. The plan shall include the number of personnel which will be used to execute the services and when the services will be performed, and estimated time to complete each service. The successful Proposer shall maintain that all employees have been trained in appropriate safety measures to ensure Proposer's employees are performing their work in a safe manner. The Proposer shall state their qualifications as a professional landscaping firm, which can include but not be limited to, previous landscaping services offered to businesses within Orange County, current landscaping contracts being performed by Proposer, the length of time that this Proposer has been performing these types of services, and special qualifications those employees might have.

Contact Information

Project Contact:

Joe Mendoza

General Manager

3001 Blume Drive, Rossmoor, CA 90720

Email: jmendoza@rossmoor-csd.org Phone: [\(562\) 430-3707](tel:(562)430-3707) Ext: 103

Timeline

| | |
|--|--------------------------|
| Release Project Date | JANUARY 2, 2024 |
| Question Submission Deadline | JANUARY 16, 2024, 4:00pm |
| Question Response Deadline | JANUARY 18, 2024, 4:00pm |
| Proposal Submission Deadline | FEBRUARY 2, 2024, 4:00pm |
| Proposal Review | FEBRUARY 5, 2024 |
| Board Approval | FEBRUARY 13, 2024 |
| Contract Approval and Approx. Start Date | APRIL 1, 2024 |

DRAFT

1. INSTRUCTIONS TO PROPOSERS

2.1 SCOPE OF SERVICES; PROFESSIONAL SERVICES AGREEMENT

The scope of services (“Services”) sought under this RFP are set forth in more detail in Section 4 “Scope of Work”, attached hereto and incorporated herein by this reference.

Notwithstanding the inclusion of such Services in the RFP, the final scope of Services negotiated between RCSD and the successful Proposer shall be set forth in the Professional Services Agreement (“Agreement”) executed by and between RCSD and the successful Proposer. Agreement to be drawn up by District counsel.

2.2 RCSD CONTACT

The principal contact for RCSD will be Joe Mendoza, General Manager, (562) 430-3707 Ext: 103, jmendoza@rossmoor-csd.org or a designated representative, who will coordinate the assistance to be provided by RCSD to the Proposer. No other members of RCSD’s staff or RCSD’s Board should be contacted about this procurement during the RFP process. Any and all inquiries and comments regarding this RFP must be communicated in writing, unless otherwise instructed by RCSD. RCSD may, in its sole discretion, disqualify any Proposer who engages in any prohibited communications.

2.3 REQUESTS FOR CLARIFICATION

All questions, requests for interpretations or clarifications, either administrative or technical must be requested in writing and directed to RCSD via the District's email at RCSD@rossmoor-csd.org. All written questions, if answered, will be answered in writing, conveyed to all interested firms, and posted on RCSD’s website. Oral statements by any persons should be considered unverified information unless confirmed in writing. To ensure a response, questions must be received in writing by 4:00 pm local time on Tuesday, January 16, 2024.

2.4 PROPOSAL REQUIREMENTS

Proposal responses must adhere to the requirements set forth in this section, both for content and sequence. Failure to adhere to these requirements or the inclusion of conditions, limitations or misrepresentations may be cause for rejection of the submittal. Utilize font size large enough to be easily legible, but not smaller than 10 point. The proposal must be submitted via email to RCSD@rossmoor-csd.org

A. Cover Letter. Provide a cover letter and introduction, including the name and address of the organization and individual submitting the proposal, together with the name, address, telephone and fax numbers, and e-mail address of the contact person who will be authorized to represent the organization, and an expression of the Proposer’s ability and desire to meet the requirements of this RFP. The letter must be signed by an individual authorized to bind the firm contractually.

B. Proposer Statement Of Qualifications. Describe the Proposer’s resources, experience, and capabilities as they relate to providing the Services. Submit in the order identified below:

- 1. Executive Summary. An executive summary should briefly describe the Proposer’s qualifications and ability to perform the Services.**
- 2. Qualifications and Experience. The proposal should:**

- a. provide a description of how the Proposer's experience, technical and professional skills will meet the goals and fulfill the general functions identified in this RFP.
 - b. Any key staff members who would be involved in the performance of the scope of work. Provide their resumes, describe their experience, and identify their proposed role for the Project.
 - c. State the number of years the firm has conducted business.
 - d. Provide a description of the three most relevant contracts held within the last five years.
3. **Evidence Of California Licensing.** The proposal should include appropriate documentation showing the Proposer is properly licensed in the State of California to perform the Services requested in the scope of work.
 4. **References.** The Proposer shall provide a minimum of four (4) client references, preferably city, county, homeowner's association or special district governments for whom the Proposer has previously provided services of similar type and scope within the last 5 years.
 5. **Subcontractors.** The Proposer shall identify functions that are likely to be subcontracted and identify the subcontractor that is anticipated to perform each function, if known at this time.

C. Proposed Method to Accomplish the Work. Describe the technical and management approach to providing the Services to RCSD. Proposer should consider the scope of the Project, goals of RCSD, and general functions required. Include a draft schedule of tasks, milestones, and deliverables that will provide for timely provision of the Project. In reviewing the scope of work, the Proposer may identify additional necessary tasks and is invited to bring these to RCSD's attention within the discussion of its proposed method to accomplish the Project.

D. Certification of Proposal. This section shall state: "The undersigned hereby submits its proposal and, by doing so, agrees to furnish services to RCSD in accordance with the Request for Proposal (RFP), and to be bound by the terms and conditions of the RFP."

Sealed Fee Proposal. Please provide a lump sum, not-to-exceed fee proposal for the Project. The fee proposal shall be broken down by task and further broken down by staff, subconsultant costs, and expenses for each task. The fee proposal shall include hourly rates for all personnel by month and annually.

2.5 PROPOSAL CONSIDERATIONS

- A. No Deviations from the RFP.** In submitting a proposal in response to this RFP, Proposer is certifying that it takes no exceptions to this RFP including, but not limited to, the Agreement attached hereto as Exhibit "B". If any exceptions are taken, such exceptions must be clearly noted in the proposal and may be reason for rejection of the proposal. As such, Proposer is directed to carefully review the proposed Agreement and the insurance and indemnification provisions therein.
- B. Collusion.** By submitting a Proposal, each Proposer represents and warrants that its Proposal is genuine and not a sham or collusive or made in the interest of or on behalf of any person not named therein; that the Proposer has not directly or indirectly induced or solicited any other person to submit a sham Proposal, or any other person to refrain from submitting a Proposal; and that the Proposer has not, in any manner, sought collusion to secure any improper advantage over any other person submitting a Proposal.

- C. Conflicts of Interest.** Proposers shall comply with all regulations and laws dealing with conflict-of-interest disclosure and reporting. Proposers shall not be engaged if a conflict of interest exists.
- D. Withdrawal of Proposals.** A Proposer may withdraw its proposal before the expiration of the time for submission of proposals by notifying and requesting RCSD's representative remove the Proposer's submission.
- E. Financial Health and Reputation.** RCSD reserves the right to consider the financial responsibility and general complexity of each Proposer, as well as its reputation within the industry to determine if the Proposer has the apparent ability to meet and successfully complete the requirements of the work. Upon request, the Proposer shall provide a financial statement, audited, if necessary, in addition to any other information requested by RCSD.
- F. Confidentiality of Proposal.** Proposals submitted in response to this RFP shall be held confidential by RCSD and shall not be subject to disclosure under the California Public Records Act (Cal. Government Code section 6250 et seq.) until after either RCSD and the successful Proposer have completed negotiations and entered into an Agreement or RCSD has rejected all proposals. All correspondence with RCSD including responses to this RFP will become the exclusive property of RCSD and will become public records under the California Public Records Act. RCSD will have no liability to the Proposer or other party because of any public disclosure of any proposal or the Agreement. If a Proposer desires to exclude a portion of its proposal from disclosure under the California Public Records Act, the Proposer must mark it as such and state the specific provision in the California Public Records Act which provides the exemption as well as the factual basis for claiming the exemption. For example, if a Proposer submits trade secret information, the Proposer must plainly mark the information as "Trade Secret" and refer to the appropriate section of the California Public Records Act which provides the exemption as well as the factual basis for claiming the exemption. If a request is made for information marked "Confidential", "Trade Secret" or "Proprietary" ("Proprietary Information"), RCSD will provide Proposers who submitted the information with reasonable notice to seek protection from disclosure by a court of competent jurisdiction. Proposer shall have five (5) working days after receipt of such notice to give RCSD written notice of Proposer's objection to RCSD's release of Proprietary Information. Proposer shall indemnify, defend, and hold harmless RCSD, and its officers, directors, employees, and agents from and against all liability, loss, cost, or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. Proposals which indiscriminately identify all or most of the proposal as exempt from disclosure without justification may be deemed unresponsive and disqualified from further participation in this RFP.

2.6 EVALUATION CRITERIA

The proposal evaluation criteria include:

- Understanding of project and project approach
- Scope of work and schedule
- Relevant qualifications/experience
- Overall quality of proposal
- Cost evaluation

During the evaluation process, RCSD reserves the right, where it may serve RCSD's best interest, to request additional information or clarifications from Proposers, or to allow corrections of errors or omissions.

Proposers may be invited to make an oral presentation.

The contract, if awarded, shall be to the most qualified Proposer, which submits the proposal that, in the sole judgment of RCSD, is in the best interest of RCSD.

Upon selection of a Proposer, RCSD will endeavor to negotiate a mutually agreeable agreement with the selected Proposer. If RCSD is unable to reach agreement, RCSD will proceed, at its sole discretion, to negotiate with the next Proposer selected by RCSD. RCSD reserves the right to contract for services in the manner that most benefits RCSD including awarding more than one (1) contract if desired. After negotiating a proposed Agreement that is fair and reasonable, RCSD staff will make the final recommendation to RCSD Board concerning the proposed Agreement. RCSD Board has the final authority to approve or reject the Agreement.

2.7 SITE EXAMINATION

Proposers must examine the site and become acquainted with all conditions affecting the work. In submitting a Proposal, Proposers warrant that they have made such site examination as they deem necessary to determine the condition of the site, its accessibility to materials, workmen and equipment, and to determine the proposer's ability to protect existing surface and subsurface improvements. Proposers shall also familiarize themselves with all federal, state, and local laws, ordinances, rules, regulations, and codes affecting the performance of the work; make such investigations, as it may deem necessary for performance of the Services at its proposal price within the terms of the Agreement; and correlate its observations, investigations, and determinations with the requirements of the Agreement.

2.8 SUBMITTAL INSTRUCTIONS

The proposal must be received no later than 4:00 pm local time, on or before Friday, February 2, 2024, via RCSD's [email: RCSD@rossmoor-csd.org](mailto:RCSD@rossmoor-csd.org)

RCSD will not be responsible for proposals that are delinquent or incorrectly submitted. Proposals submitted after the stipulated deadline will not be accepted by RCSD. Please note that mailed or faxed proposals will not be accepted.

2.9 PROTESTS

- A. Protest Contents. Protests based on the content of the RFP shall be submitted to RCSD no later than ten (10) calendar days prior to the scheduled proposal submittal deadline. If necessary, the proposal submittal deadline may be extended pending a resolution of the protest. Proposer may protest a contract award if the Proposer believes that the award was inconsistent with RCSD policy, or this RFP is not in compliance with law. A protest must be filed in writing with RCSD (email is not acceptable) within five (5) business days after receipt of notification of the intended contract award. Any protest submitted after 5 p.m. of the fifth business day after notification of the intended contract award will be rejected by RCSD as invalid and the Proposer's failure to timely file a protest will waive the Proposer's right to protest the contract award. The Proposer's protest must include supporting documentation, legal authorities in support of the grounds for the protest and the name, address and telephone number of the person representing the Proposer for purposes of the protest. Any matters not set forth in the protest shall be deemed waived.
- B. RCSD Review. RCSD will review and evaluate the basis of the protest provided the protest is filed

in strict conformity with the foregoing. RCSD shall provide the Proposer submitting the protest with a written statement concurring with or denying the protest. Action by RCSD relative to the protest will be final and not subject to appeal or reconsideration. The procedure and time limits set forth in this section are mandatory and are the Proposer's sole and exclusive remedy in the event of protest. Failure to comply with these procedures will constitute a waiver of any right to further pursue the protest, including filing a Government Code claim or legal proceedings.

2.10 ADDENDA

RCSD reserves the right to revise the RFP prior to the time set to receive proposals. All addenda issued by RCSD shall be included in the proposal and made part of the RFP. Each Proposer shall leave with RCSD its name, and e-mail address for the purpose of receiving Addenda. Notices of addenda will be sent to all subscribed bidders following this project and posted via RCSD's website. Proposers are responsible for ensuring that they have received all addenda. Each Proposer should monitor the project via the eProcurement Portal to verify that it has received all addenda issued, if any, prior to the bid opening. Failure to acknowledge receipt of all addenda via RCSD's eProcurement Portal may result in bid rejection.

2.11 GENERAL CONDITIONS

- A. Amendments to Proposals. Unless specifically requested by RCSD, no amendment, addendum or modification will be accepted after a proposal has been submitted to RCSD. If a change to a proposal that has been submitted is desired, the submitted proposal must be withdrawn and the replacement proposal submitted via RCSD's email prior to the deadline stated herein for receiving proposals.
- B. Non-Responsive Proposals. A proposal may be considered non-responsive if conditional, incomplete, or if it contains alterations of form, additions not called for, or other irregularities that may constitute a material change to the proposal.
- C. Costs for Preparing. RCSD will not compensate any Proposer for the cost of preparing any proposal, and all materials submitted with a proposal shall become the property of RCSD. RCSD will retain all proposals submitted and may use any idea in a proposal regardless of whether that proposal is selected.
- D. Cancellation. RCSD reserves the right to cancel this request for proposals at any time prior to the contract award without obligation in any manner for proposal preparation, interview, fee negotiation or other associated marketing costs.
- E. Price Validity. Prices provided by Proposers are valid for 90 days from the proposal due date. RCSD intends to award the contract within this time but may request an extension from the Proposers to hold pricing, until negotiations are complete, and the contract is awarded.
- F. No Commitment to Award. Issuance of request for proposals and receipt of proposals does not commit RCSD to award a contract. RCSD expressly reserves the right to postpone the proposal for its own convenience, to accept or reject any or all proposals received, to negotiate with more than one Proposer concurrently, or to cancel all or part of this request for proposals.
- G. Right to Negotiate and/or Reject Proposals. RCSD reserves the right to negotiate any price or provision, task order or service, accept any part or all any proposals, waive any irregularities, and to reject all, or parts of all proposals, whenever, in the sole opinion of RCSD, such action shall serve its best interests and those of the tax-paying public. The Agreement, if any is awarded, will go to the Proposer whose proposal best meets RCSD's requirements.

3. EVALUATION PHASES

During the evaluation process, RCSD reserves the right, where it may serve RCSD's best interest, to request additional information or clarifications from Proposers, or to allow corrections of errors or omissions. Proposers may be invited to make an oral presentation.

The contract, if awarded, shall be to the most qualified Proposer, which submits the proposal that, in the sole judgment of RCSD, is in the best interest of RCSD.

Upon selection of a Proposer, RCSD will endeavor to negotiate a mutually agreeable agreement with the selected Proposer. If RCSD is unable to reach agreement, RCSD will proceed, at its sole discretion, to negotiate with the next Proposer selected by RCSD. RCSD reserves the right to contract for services in the manner that most benefits RCSD including awarding more than one (1) contract if desired.

After negotiating a proposed Agreement that is fair and reasonable, RCSD staff will make the final recommendation to RCSD Board concerning the proposed Agreement. RCSD Board has the final authority to approve or reject the Agreement.

DRAFT

| No. | Evaluation Criteria | Scoring Method | Weight (Points) |
|-----|---|----------------|-----------------|
| 1. | Understanding of Project and Project Approach | N/A | N/A |
| 2. | Scope of Work and Schedule | N/A | N/A |
| 3. | Relevant Qualifications/Experience | N/A | N/A |
| 4. | Overall Quality of Proposal | N/A | N/A |
| 5. | Cost Evaluation | N/A | N/A |

4. SCOPE OF WORK

Professional Landscape & Lawn Care Services

Scope of Services

Professional Landscape & Lawn Care Services

ALL SITE LOCATIONS EXCEPT ROSSMOOR WAY MEDIANS & TRIANGLE

PARK MAINTENANCE PERFORMANCE STANDARDS:

1. Trim hedges bi-weekly during the growing season (April – September); and trim as necessary throughout the year.
2. Pick up paper and debris in the parks three (3) times per week as part of landscape maintenance operations in areas we are working.
3. Weed landscaped areas, as necessary, including planters.
4. Edge or trim grass from ballfield backstops once per month. Infield not included.
5. Contractor to program Irrigation Controllers, and adjust as necessary, to assure proper watering of turf and landscape areas to avoid over-watering or under-watering. Contractor shall utilize appropriate monitoring equipment to evaluate and control watering.
6. Regularly inspect irrigation emitters and sprinklers for proper functionality once per week.
7. Repair sprinklers as needed – Contractor will provide parts and invoice the RCSD monthly.
8. Maintain edges of all valve boxes.
9. Maintain Ivy ground cover in building planters and tree wells as needed for a neat and clean appearance.
10. Hand rake sand pits and gravel areas three times per week.
11. Rototill all sand pits quarterly.
12. Blow off recessed on-street parking spaces at Rossmoor park and parking lots at Rush Park and Montecito Center once each month.

TURN MAINTENANCE PERFORMANCE STANDARDS:

1. Complete 45 turf mows annually. Once per week March 01 through October 31; once every-other-week November 01 through February 28.
2. All turf mowing to occur on Wednesdays at Rush Park and Fridays at Rossmoor Park unless otherwise approved, in writing, by the District General Manager.
3. Edge all concrete areas bordering turf each mow occurrence.
4. Sweep all concrete areas adjacent to mow areas each mow occurrence.
5. De-Thatch turf once annually.
6. Rake or vacuum grass clippings in June, July, and August (If mulching mower is used, this requirement can be reduced or eliminated).
7. Aerate and fertilize turf areas twice annually.
8. Maintain tree wells free of grass and weeds; tree wells to be three-foot radius or greater depending on circumference of the tree.
9. Spray weed killer once annually, at both Rush and Rossmoor Parks.
10. Over-seeding is listed as an additive alternate and will be an additional charge once per year as requested.

ROSSMOOR PARK AND RUSH PARK SPECIAL MAINTENANCE STANDARDS

1. Blow off walkways around buildings and main sidewalk three (3) times per week.
2. Level sand under the swings in the "tot-lots" three (3) times per week and as -needed.
3. Remove fallen leaves by rake, vacuum, or blowing bi-weekly, or as-needed, around buildings three (3) times per week.

ROSSMOOR WAY MEDIANS, ROSSMOOR TRIANVE, FOSTER MINI-PARK, KEMPTON MINI-PARK:

1. Trim shrubs bi-weekly during the growing season (April – September); and trim as necessary throughout the year.
2. Pick up paper and debris three (3) times per week.
3. Remove ivy, grass, and weeds from around trees and maintain tree wells up to three feet in diameter.
4. Remove ivy, grass, and weeds to maintain the clean edges of all valve boxes and sprinkler heads.
5. Irrigate using a manual system and monitor irrigation patterns to assure adequate watering of trees, plantings, and ground cover.
6. Regularly inspect irrigation emitters and sprinklers for proper functionality.
7. Repair sprinklers as needed – Rossmoor Community Services District will provide parts.

REPORTS TO THE DISTRICT

1. The Contractor shall immediately report, to the District's Park Superintendent, any condition which is deemed hazardous, or which requires immediate attention.
2. The contractor will provide monthly Q&A to report all activities which are performed by the Contractor which are prescribed on Monthly/Quarterly schedules.

LIQUIDATED DAMAGES

One hundred dollars (\$100) shall be deducted from Contractor's monthly payment for each schedule failure after three warnings regarding such failures. These deductions may be assessed on a per controller basis or a per event basis, at the discretion of the District's Representative.

DRAFT

PRACTICAL SPECIFICATIONS FOR PROFESSIONAL CONTRACT LANDSCAPE MANAGEMENT

I. Scope of Work:

Contractor shall furnish all horticultural supervision, labor, material, equipment, and transportation required to maintain the landscape throughout the contract period, as specified herein.

The scope of our services shall be based exclusively on those items approved and initiated on Page One (1) of our Proposal document.

II. Lawn Care:

A. Mowing and Edging:

Lawns shall be mowed more frequently during the active growing seasons and as needed during other seasons. During extended rainy or dry periods mowing will take place as conditions dictate. Mowing height will be based on what is horticulturally correct for the turf variety considering the season.

Clippings shall not be caught and removed from the lawn area unless they are lying in swaths which may damage the lawn.

Edges shall be trimmed to maintain a neat appearance.

B. Fertilization:

Lawns shall be fertilized as warranted with a commercial fertilizer. The number of applications will be dependent on the type of nitrogen used and the type of turfgrass.

C. Disease Control:

Disease control is maintained through proper fertilization, mowing and water management. If disease problems occur Contractor will use treatments to stop or slow progression of the disease. This program does not include the prevention of disease with weekly or monthly applications of disease control products although such protection is available at substantial additional cost.

Disease caused by infestation of nematodes (microscopic round worms that feed on roots) is not included. Currently, there is no effective nematode control product registered for use on landscapes. Contractor will recommend additional treatments and procedures to minimize damage should nematodes become a problem. These treatments will be provided at additional cost. Nematode control is available for some sports turf locations and will be quoted separately if required.

D. Insect Control:

Contractor will provide control of turf damaging insects using Federal and State registered insect control products as needed to prevent or mitigate turf damage. These treatments do not include the prevention of fire ant infestation which is available at added cost.

E. Weed Control:

Contractor will use proper fertilization, mowing and watering practices to promote the growth of weed resistant turf. Additionally, applications of pre and postemergence weed controls will be applied at times if warranted to control weeds without damaging desirable turf. Recent changes in Federal regulations have resulted in our loss of ability to selectively control some weeds including crabgrass when present in St. Augustine. The only control of these weeds is to treat infested turf with an organic weed control acceptable to the District. These treatments require the resodding which will be quoted at additional charge.

III. Ground Cover Area/Shrub Areas:

A. Edging:

Edge ground cover as needed to keep within bounds and away from obstacles.

B. Pruning:

Shrubs shall be pruned only as necessary to maintain the natural form of the plant, to maintain growth within space limitations, and to eliminate damage or diseased wood. This excludes pruning necessitated by storm damage, disease, neglected overgrowth, or winterkill.

C. Watering:

Keep beds reasonably free of broadleaf or grass weeds, preferably with pre-emergent and/or selective post-emergent/contact herbicides.

Pre-emerge: This type of control should be used only if a known weed problem warrants its use.

Post-emerge: Control weeds with selective herbicides.

The chosen chemical will be recommended and legally approved for the specific weed problems.

D. Fertilization:

Apply fertilizer as warranted. The number of applications will be dependent on the type of nitrogen used and the type of plant material.

E. Fungicide:

Apply recommended, legally approved fungicides to control disease-causing damage to ornamental if warranted.

F. Pesticide:

Apply recommended, legally approved pesticides to control insects causing damage to ornamentals if warranted.

G. Control of Imported Pests:

Certain locations in the United States have a record of accidental introduction of pests from other countries. These imported pests can be very damaging and difficult or impossible to control with available products. Where such pests become a problem Contractor will recommend the most cost-effective alternatives for pest mitigation. Such recommendations may include plant replacement or intensified treatment schedules that may require additional cost to the customer.

IV. Slope Care: Not Applicable

A. Edging:

Edge as needed to keep plant material within bounds and away from obstacles.

B. Weed Control:

Maintain slopes so they are reasonably free of weeds. Use recommended, legally approved herbicides to control weed growth in open areas whenever possible, and if necessary. Avoid soil cultivation to maintain pre-emergent herbicide effectiveness and root health.

Pre-emerge: This type of control should be used only if a known weed problem warrants its use.

Post-emerge: Control weeds with selective herbicides.

The chose chemical will be recommended and legally approved for the specific weed problem.

C. Fertilization:

Apply fertilizer as warranted. The number of applications will be dependent on the type of nitrogen used and the type of plant material.

D. Fungicide:

Apply recommended, legally approved fungicides to control disease-causing damage to slope area when necessary.

E. Insecticide:

Apply recommended, legally approved pesticides to control insects causing damage to slope area when necessary.

V. Tree Care:

A. Pruning:

Heigh limitation for tree pruning covered in the specification is 15 feet. On trees over 15 feet in height only low-hanging branches that present a hazard to pedestrian or vehicular traffic will be raised. Trees under 15 feet are scheduled to be pruned in the winter months except for safety-related pruning, which will be done only if necessary. Evergreen trees under 15 feet shall be thinned out and shaped only if necessary to minimize wind and storm damage.

B. Staking:

Stakes are to be inspected and adjusted or removed as necessary. When trees attain a trunk caliper of 4" or substantial root development stability, removal will be discussed with client.

VI. Mulched Areas/Granite Areas:

Mulched or decomposed granite areas will be inspected on our days of service. Weeds and grasses shall be controlled with recommended, legally approved herbicides only if necessary. In those areas with excessive mulch build up alternatives will be discussed with the client.

VII. Irrigation System:

Watering shall be scheduled with automatic controllers to supply quantities and frequencies consistent with seasonal requirements of the plant materials in the landscape. In some circumstances, water scheduling may be limited by local watering restrictions.

Where practical, watering shall be done at night or early morning if the system is automatic, unless notified otherwise by the owner.

Any damages to the irrigation system caused by the Contractor while carrying out maintenance operations shall be repaired without charge. Where practical, repairs shall be made within one watering period.

Faulty equipment, vandalism or accidental damage caused by others shall be reported promptly to the owner. Cost of labor and material to perform repair is an extra and shall be paid for by the owner upon authorization.

Whenever possible the owner's representative shall be instructed on how to turn off the system in case of emergency. Our office is to be advised at once or by the next business day.

If the Contractor is required to make emergency repairs or adjustments other than regularly scheduled visits, a minimum charge will apply.

VIII. Debris Cleanup:

All landscape areas shall be inspected on days of service and excess debris removed. Gardening debris, generated from our work, shall be removed from paved areas on days of service. This excludes leaf fall pickup from parking areas, sidewalks, pools, etc.

IX. Bio-Hazards:

Contractor shall not be responsible for policing, picking up, removing, or disposing of certain materials that may be biohazards on the Owner/Client's property. This includes, but is not limited to, items such as hypodermic needles (sharp needles) which will not be handled by the Contractor's employees at any time, condoms, feminine hygiene products, clothing or materials used in the process of cleaning up bodily fluids. The contractor shall only be obliged to report/communicate any observations of potential biohazards to the Owner/Client for their appropriate removal by others, unless previously arranged by the Owner/Client and Contractor.

****See Attachment C for Site Map & Service Frequency Table**

5. VENDOR QUESTIONNAIRE

5.1 Have you read and agreed to all Terms and Conditions?*

Yes ____

No ____

*Response required

Published: January 2, 2024

DRAFT

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM C-2

Date: November 29, 2023

To: Personnel and Contract Administration Committee
Tony DeMarco, Chair
Michael Maynard

From: General Manager Joe Mendoza

Subject: DISCUSSION REGARDING COOPERATIVE PROGRAMMING AGREEMENT
FOR THE YOUTH CENTER

RECOMMENDATION

The Personnel and Contract Administration Committee directed the RCSD General Manager to work with Lina Lumme, Executive Director of the Youth Center, to continue a partnering relationship between the Youth Center and RCSD in providing the annual Camp S.H.A.R.K. Summer Day Camp Program and R.A.S.C.A.L.S. After School Program at Rossmoor Park.

BACKGROUND

The current Cooperative Programming Agreement between the Rossmoor Community Services District and the Los Alamitos Youth Center from 2021-2024 expires March 9, 2024. Therefore, the Personnel and Contract Administration Committee's review and recommendation to the RCSD Board of Directors needs to be agendaized and approved at either the January or February board meeting.

The Youth Center is currently paying \$2,000 annually for the After School Program and Summer Camp Shark at Rossmoor Park. The After School Program at Rush Park was discontinued due to lack of registration. It should be noted that the proposed fee adjustment is for both programs (after school and summer camp) and if one program was eliminated or discontinued the proposed fees would stay the same.

To provide a clear financial analysis, the attached charts (Attachments 2 & 3) serve as a benchmark in determining fees and charges. If fees based on the standard rental rate were collected for the After School Program at Rossmoor Park the annual cost would be \$31,920 for 210 days. The Summer Camp Shark rental fees would be \$18,240 for 40 days.

SUMMARY

Since the Youth Center is providing a service to the District of Rossmoor and surrounding communities the current agreement considers the value of the program and understands that RCSD is using the program as an extension of services provided to the Rossmoor Community. However, the RCSD recognizes that economics is a factor and periodically there is a need to re-evaluate the cost of operations.

To date the Youth Center is providing \$2,000 annually which equates to approximately 1.5% of the annual costs to operate and staff the facility during their time at the facility. The Youth Center is currently utilizing the Rossmoor facility approximately 25% of the annual available rental time.

In an effort to cause the least financial impact to the Youth Center, the recommendation is to use the current \$2,000 annual fee and increase the amount by 50% annually. Therefore, the annual fee structure (due September 1 of each year) would be:

2024 - \$3,500

2025 - \$5,250

2026 - \$7,875

The 2026 annual fee would be approximately 4.5 % of the current annual operating and staffing costs. The goal will be to stay within 4.5% to 5% of the annual RCSD operating and staffing costs.

Again, the RSCD recognizes the positive impact the Youth Center has on the health of the community in providing an outlet for youth and a safe place for parents to enroll their children in an after-school program and summer camp environment. The RSCD also recognizes that the economy and ongoing costs to the District must be considered and consistently monitored/adjusted. Since the agreement with the Youth Center is expiring on March 9, 2024, a new three year (3) cooperative programming agreement is in the process of being updated. Attached is the Cooperative Agreement from 2021-2024 with changes to be considered.

ATTACHMENTS

1. Youth Center Agreement (2021-2024)
2. Operating Costs
3. Actual Rental Rates
4. Letter from Lina Lumme Requesting Consideration for Continuing with the Current \$2,000 per year annual contract fee

MARKED TO SHOW CHANGES**COOPERATIVE PROGRAMMING AGREEMENT****BETWEEN****ROSSMOOR COMMUNITY SERVICES DISTRICT AND****LOS ALAMITOS YOUTH CENTER****(2021-2024)**

This Agreement ("Agreement") is made and entered into this day of March 9, 2021, by and between Rossmoor Community Services District, a public agency ("District"), and Los Alamitos Youth Center ("Youth Center"), a non-profit organization. The District and Youth Center are sometimes referred to in this Agreement, each individually as a "Party," or collectively, as the "Parties."

RECITALS

WHEREAS, the District owns the property located at 3232 Hedwig Road, Rossmoor ("Community Center");

WHEREAS, the Parties desire to make available to the residents of Rossmoor and other individuals a Rossmoor Park Summer Day Camp program and After School Program in an economical and efficient manner;

WHEREAS, Youth Center has operated the Day Camp at the Rossmoor Park Community Center since 1988;

WHEREAS, the District and Youth Center have the mutual interest in providing the Rossmoor Park Summer Day Camp and After School Program at the Rossmoor Park Community Center and ~~Rush Park Auditorium~~;

NOW, THEREFORE, DISTRICT AND YOUTH CENTER AGREE AS FOLLOWS:

1. THE PROGRAM

- 1.1 The Rossmoor Park Summer Day Camp and After School Program (collectively, the "Joint Program") shall be coordinated jointly by the Recreation Department of the District and the Youth Center.

2. AGREEMENT

- 2.1 District grants the Youth Center a non-exclusive license (“License”) to utilize the Community Center, and Community Center patio, kitchen, ~~the Rush Park Auditorium and Picnic Site C for its summer day camp program for the term of the Agreement. The District also grants the use of the Community Center and Community Center patio by use of the Youth Center for its After School Program for the term of the License.~~ The spaces Youth Center is authorized to use pursuant to this License are collectively referred to herein as “Premises.” The License shall be used in accordance with the Scope of Services indicated on Exhibit A, attached hereto and incorporated by this reference, and the terms and conditions set forth herein below. Youth Center shall not use the Premises in any manner contrary to the terms of this Agreement without District’s prior written consent.
- 2.2 No Leasehold. No legal title or leasehold interest in the Premises is created or vested in Youth Center by the grant of this License.

3. FEE WAIVER AND OPERATING COST

- 3.1 Fee Waiver. District grants use on a co-sponsorship basis waiving all fees associated with use of the Community Center and kitchen during the hours depicted in Schedule of Use indicated on Exhibit B, attached hereto and incorporated by this reference.
- 3.2 Operating Costs. Youth Center shall pay to the District Four Thousand Dollars (~~\$4,000.00~~) per year to meet its obligation to defray the District’s operating costs, as referred to in Sections 8.2 and 9.8 herein, which shall be due on September 1st of each year.

2024 - \$3,500
2025 - \$5,250
2026 - \$7875

4. TERM AND TERMINATION

- 4.1 The operating term of this Agreement and the License shall be from March 9, ~~2021~~ to March 8, ~~2024~~. This Agreement, and the License granted hereunder, may be terminated by District at any time upon giving 90 days written notice to Youth Center. Youth Center may terminate this Agreement upon giving 90 days written notice to District. This Agreement, and the License granted hereunder, are not transferable or assignable by Youth Center to any other person or entity without the prior written consent of District.
- 4.2 This Agreement, and the License granted hereunder, may be terminated by the District immediately based upon a breach by Youth Center of any of the terms and conditions of this Agreement.

2024
2026

5. MUTUAL RESPONSIBILITIES

- 5.1 Approval of the Joint Program between the District and the Youth Center shall be by mutual agreement of the District and the Youth Center.
- 5.2 The District and Youth Center shall each be responsible for the ongoing maintenance and upkeep of their respective facilities used for the Joint Program.

6. USE OF PREMISES

- 6.1 **Schedule of Use.** Youth Center shall comply with the Schedule of Use. District reserves the right to use, sublease, or license the Premises to third parties. Youth Center is aware and acknowledges that the Schedule of Use is subject to change to meet the scheduling and maintenance needs of the District and agrees to indemnify and hold District harmless for any such changes to the Schedule of Use.
- 6.2 **Permissible Uses.** Youth Center shall only be permitted to use the Premises for day camp and after school activities and programs. Youth Center shall not use the Premises for any other purpose without first obtaining District's written consent. Youth Center agrees not to use the Premises for any immoral or unlawful purpose.
- 6.3 **Preservation of Insurance.** Youth Center shall not commit any acts on the Premises, nor use the Premises in any manner that will cause the cancellation of any fire, liability, or other insurance policy insuring the Premises or the improvements on the Premises.
- 6.4 **Vacating Premises.** On or before the effective date of termination of this Agreement and/or License, Youth Center shall vacate the Premises, remove all of Youth Center's personal property from the Premises, and leave the Premises in good order and repair, subject to the satisfaction of District.
- 6.5 **No Waste or Nuisance.** Youth Center shall not commit any waste or any public or private nuisance upon the Premises.
- 6.6 **Legal Compliance.** Youth Center shall not violate any federal, state, or District law, rule, regulation or order of court that may be applicable to the use the Premises.

- 6.7 Water Preservation. Youth Center shall make every effort to conserve water use in times of drought.
- 6.8 Appropriate Attire. Youth Center shall maintain appropriate dress code for providing recreation activities.

7. HOURS OF USE

- 7.1 Youth Center agrees to use the Premises in accordance with Schedule of Use.
- 7.2 Requests for additional hours of use for staff trainings/activities may be granted with written approval from the District within 30 days of scheduled of scheduled event.

8. RESPONSIBILITIES OF THE DISTRICT

The responsibilities of the District shall be as follows:

- 8.1 The District agrees to share the financial cost of maintaining the facilities.
- 8.2 The District shall be responsible for sharing the costs of utilities, janitorial services, and turf repair for the Premises, based on an annual negotiated amount.
- 8.3 The District agrees to repair, or schedule repair for the cost of repairing, damage to the Premises during period of use by the Youth Center, where such damage may be attributed to ordinary or reasonable use of the Premises.
- 8.4 District agrees to provide ~~carpet~~ carpet cleaning supplies for Youth Center's utilization.
- 8.5 District agrees to review proposed monthly calendar of activities submitted by Youth Center After School program staff.
- 8.6 District agrees to review monthly program evaluations submitted by Youth Center to determine if responsibilities of Youth Center are met as outlined in Agreement.
- 8.7 District agrees to cooperate with Youth Center in the distribution of informational materials about Joint Programs.
- 8.8 District agrees to coordinate a dumpster rental for the last day of Day Camp for Youth Center to dispose of additional trash items.

9. RESPONSIBILITIES OF YOUTH CENTER

The responsibilities of Youth Center shall be as follows:

- 9.1 Youth Center agrees to provide staffing for day camp and after school activities and programs and pay all costs associated with employment of staff. A minimum of two staff members shall be provided and compensated daily for the After School program. A minimum ratio of one staff for every ten children shall be required for Day Camp.
- 9.2 Youth Center agrees to clean facility and patio areas daily or as needed as outlined in the Scope of Services indicated on Exhibit A.
- 9.3 Youth Center agrees to provide the District with a proposed after school program activity calendar by the 15th of every month
- 9.4 Operate the Premises during posted hours of operation.
- 9.5 On a monthly basis, Youth Center agrees to provide the District with a monthly summary of activities and programs offered the previous calendar month including number of attendees.
- 9.6 Youth Center agrees to adopt the principles of a sound risk management program. Whenever possible, risk shall be avoided. All Youth Center officers, and employees exercising rights granted by this License on behalf of Youth Center or pursuant to this License, shall have background checks, and be CPR/AED certified at the sole expense of Youth Center.
- 9.7 Youth Center agrees to properly train and supervise staff and volunteers and pay for any additional off-site recreation trainings that would benefit staff and/or volunteers.
- 9.8 Youth Center agrees, at its sole cost and expense, to repair any damage that occurs to the Premises during period of use by Youth Center, except where such damage may be attributed to ordinary or reasonable use of the facility. Youth Center also agrees to reimburse the District for an agreed upon annual negotiated operating cost, pursuant to Sections 3.2 and 8.2 herein.
- 9.9 Youth Center agrees to defend, indemnify and hold the District harmless as more fully set forth in Section 10, below.
- 9.10 Commencing December 31, 2021 and continuing thereafter for the duration of this Agreement, Youth Center shall provide to the

District an annual report that tallies the number of students residing each in Rossmoor, Los Alamitos, Seal Beach or any other city or other political subdivision, that are enrolled in any after school program authorized under this Agreement.

10. INDEMNITY

10.1 Youth Center shall indemnify, defend with counsel approved by District, and hold harmless District, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in any way connected with the Youth Center's use of District property hereunder or Youth Center's failure to comply with any of its obligations set forth in this Agreement, regardless of District's passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of the District. Should District in its sole discretion find Youth Center's legal counsel unacceptable, then Youth Center shall reimburse the District its costs of defense, including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation. Youth Center shall promptly pay any final judgment rendered against the District (and its officers, officials, employees and volunteers) covered by this indemnity obligation. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

10.2 The requirements as to the types and limits of insurance coverage to be maintained by Youth Center as required by Section 11, below, and any approval of said insurance by District are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by Youth Center pursuant to this Agreement, including, without limitation, to the provisions concerning indemnification.

11. INSURANCE

Youth Center, at its own expense, shall obtain and maintain in effect at all times during the term of this License the following insurance policies:

11.1 Workers Compensations Insurance as required by law. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the District at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against the District, its officers, agents,

employees, and volunteers for losses arising from work performed by Youth Center pursuant to this Agreement.

- 11.2 Commercial or Comprehensive General Liability Coverage. Youth Center shall maintain commercial or comprehensive general liability insurance in an amount of not less than two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the activities covered under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.
- 11.3 Automobile Liability Coverage. Youth Center shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the Youth Center arising out of or in connection with this Agreement, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence.
- 11.4 Endorsements. Each commercial or general liability and automobile liability insurance policy shall be issued by a financially responsible insurance company or companies admitted and authorized to do business in the State of California, or which is approved in writing by District, and shall be endorsed as follows. Youth Center also agrees to require all contractors, and subcontractors to do likewise.
 - 11.4.1 The District, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insureds with respect to liability arising out of the operations by or on behalf of the named insured in connection with the Agreement between Rossmoor Community Services District and the Youth Center.
 - 11.4.2 This policy shall be considered primary insurance as respects the District, its elected or appointed officers, officials, employees, agents, and volunteers. Any insurance maintained by the District, including any self-insured retention the District may have, shall be considered excess insurance only and shall not contribute with this policy.
 - 11.4.3 This insurance shall act for each insured and additional insured as though a separate policy had been written for

each, except with respect to the limits of liability of the insuring company.

11.4.4 The insurer waives all rights of subrogation against the District, its elected or appointed officers, officials, employees, or agents.

11.4.5 Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the District, its elected or appointed officers, officials, employees, agents, or volunteers.

11.4.6 The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days' written notice has been received by the District.

11.5 Youth Center agrees to provide immediate notice to District of any claim or loss against Youth Center and/or District arising out of the use of District property under this Agreement. District assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve District.

11.6 Any deductibles or self-insured retentions must be declared to and approved by the District. At the District's option, Youth Center shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

11.7 Youth Center shall provide certificates of insurance with original endorsements to the District as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the District on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the District at all times during the term of this Agreement.

11.8 Failure on the part of the Youth Center to procure or maintain required insurance shall constitute a material breach of this Agreement under which the District may terminate this Agreement and the License pursuant to Section 4, above.

12. MISCELLANEOUS

12.1 Entire Agreement. This Agreement, dated March 9, 2021, contains the entire agreement between the parties hereto with respect to the subject matter hereof, and any other purported agreement made

shall be ineffective to change, modify, discharge or effect an abandonment of this License in whole or in part unless such purported agreement is in writing and signed by the party against whom enforcement is sought.

- 12.2 Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose.

District: District Manager of RCSD
3001 Blume Drive
Rossmoor, CA 90720

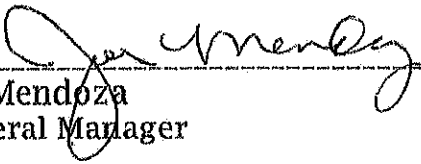
Youth Center: Los Alamitos Youth Center
10909 Oak Street
Los Alamitos, CA 90720

Such notice shall be deemed made when personally delivered or, when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.


- 12.3 Applicable Law. This Agreement shall be governed and interpreted in accordance with the laws of the State of California.
- 12.4 No Brokers. Each party represents to the other that it has not engaged or used the services of any broker, finder, or salesperson in connection with this Agreement.
- 12.5 Counterparts. This License may be executed in multiple counterparts each of which shall be deemed an original for all purposes.
- 12.6 Binding Authority. The individuals signing this Agreement represent and warrant that they have the right, power, and authorization to bind their respective entities to the terms of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

ROSSMOOR COMMUNITY SERVICES DISTRICT

By:  Date: 3/11/2021
Joe Mendoza
General Manager

LOS ALAMITOS YOUTH CENTER

By:  Date: 03-11-2021
Signature
CEO
Name and Title

APPROVED AS TO FORM FOR DISTRICT

By:  Date: March 15, 2021
Tarquin Preziosi
General Counsel

Exhibit A-1: Scope of Services

Use of Rossmoor Park for Youth Center's Summer Day Camp & Rossmoor Park and Rush Park After School Programs

I. RECREATIONAL OFFERINGS

- A. The Youth Center staff shall be responsible for implementing planned Recreation activities with program participants while maintaining a safe play environment and promoting health and physical fitness.
- B. The ages for program participants shall be age five (5) to twelve (12). Volunteers must be age fourteen (14).
- C. The Youth Center may offer pre-planned drop-in activities for toddlers as part of their program offerings.

II. PREVENTATIVE MAINTENANCE

- A. The Youth Center shall be responsible for cleaning Community Room, Auditorium, kitchen and patio area daily as follows;
 - Cover picnic tables daily
 - No glitter or paint used inside Community Room or Auditorium
 - No food or drink allowed inside Community Room
 - Trash pick-up hourly or as needed
 - Vacuum daily
 - Windex windows/doors daily
 - Empty trash daily
 - Clean kitchen daily
- B. It is required restrooms are cleaned daily and deep cleaned on Fridays
- C. Fridays the patio area shall be hosed down
- D. Following the conclusion of Day Camp, the Youth Center agrees to schedule and pay for the patio area to be pressure washed and the carpet professionally cleaned.

III. ELECTRONIC DEVICES

- A. The Youth Center shall implement appropriate electronic device policies for employees and to use sound judgment

Exhibit B-1: Schedule of Use

Use of Rossmoor Park for Youth Center's Summer Day Camp & Rossmoor Park and Rush Park After School Programs

I. HOURS OF USE—ROSSMOOR PARK SUMMER DAY CAMP

- A. The Youth Center will have use of the Rossmoor Park Community Room (Community Room) for up to 11 weeks of the summer from 7:00am to 7:00pm. Setup may begin up to 5 days prior to the commencement of Summer Day Camp.
- B. The Youth Center will utilize the Community Room on a Saturday for their annual staff training not to conflict with the Annual LAGSL Tournament.
- C. On the 3rd Tuesday of each month, the Youth Center agrees to vacate the Community Room by 6:00pm for the Rossmoor Homeowner's Association's regularly scheduled Board meetings.
- D. Requests for additional dates and/or hours of use shall be submitted within 30 days of request. Additional requests may include staff meetings/trainings/program events or special activities.
- E. Youth Center will utilize inside facility from 7:00AM to 9:00AM and 5:00PM to 7:00PM daily. An additional 1 ½ to 2 hours of use will be jointly agreed to by Youth Center Directors and RCSD staff prior to commencement of Day Camp.

II. ~~HOURS OF USE—ROSSMOOR PARK and RUSH PARK AFTER SCHOOL PROGRAMS~~

- ~~A. The Youth Center will have use of the Community Room to coincide with the Los Alamitos Unified School District (LAUSD) Elementary School schedule~~
- ~~B. On the 2nd Tuesday of each month, the Youth Center agrees to vacate the Auditorium by 6:00pm for the Rossmoor Community Services District's regularly scheduled Board meetings.~~
- ~~C. Program must utilize Canopy A at Rush Park on a daily basis when available.~~
- ~~D. Program must adapt to another room or location based on availability when there are reservations or events in the Auditorium.~~
- ~~E. Program must be adapted to open early on Minimum days and conclude by 6:00pm Monday thru Friday~~
- ~~F. Requests for additional dates and/or hours of use shall be submitted within 30 days of request.~~

OPERATING COST BREAKDOWN FOR ROSSMOOR PARK**Operating Cost for Rossmoor Park**

Total Annual Operating Cost = \$166,853.00
 Total Daily Operating Cost = \$457.00
 Hourly Operating Cost Based on 24 Hours = \$19.04

Staffing Cost for Rossmoor Park

210 days
 4 hours per day
 840 hours
 \$19.00 per hour
 Total RCSD After School Staffing Costs = \$15,960

Summer Camp RCSD staffing cost:

40 total summer days
 12 staff hours per day
 480 hours
 \$19.00 per hour
 Total RSCD Summer Camp Staffing Costs = \$9,120

Total Annual Expenditures:

Operating Costs =\$166,853
 Based on 365 days = \$457.00 per day
 After School Staffing Costs = \$15,960
 Summer Staffing Costs = \$9,120
 Total Costs = \$191,933

ACTUAL RENTAL RATES

| YOUTH CENTER | | | |
|-----------------------------|-------------------------------|-----------------------|--------------------|
| AFTER SCHOOL PROGRAM | | | |
| ROSSMOOR PARK | DAYS | LENGTH OF 2023 SEASON | N/P RATE |
| COMMUNITY ROOM | MONDAY - FRIDAY 2PM TO 6PM | AUGUST 14 TO JUNE 14 | \$21,000.00 |
| KITCHEN | MONDAY - FRIDAY 2PM TO 6PM | AUGUST 14 TO JUNE 14 | \$10,920.00 |
| TOTAL | | | \$31,920.00 |
| SUMMER CAMP | | | |
| ROSSMOOR PARK | DAYS | LENGTH OF 2023 SEASON | N/P RATE |
| COMMUNITY ROOM | MONDAY - FRIDAY 7AM TO 7PM | JUNE 19 TO AUGUST 11 | \$12,000.00 |
| KITCHEN | MONDAY - FRIDAY 7AM TO 7PM | JUNE 19 TO AUGUST 11 | \$6,240.00 |
| TOTAL | | | \$18,240.00 |
| COMBINED TOTAL | | | \$50,160.00 |



3001 Blume Drive
Rossmoor, CA 90720
Ph: 562-430-3707 x103
Email: jmendoza@rossmoor-csd.org
Website: <http://www.rossmoor-csd.org>

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From: Lina Lumme <lina@theyouthcenter.org>
Sent: Monday, October 09, 2023 11:42 AM
To: Joe Mendoza <JMendoza@rossmoor-csd.org>
Subject: Request for Contract Fee Consideration - The Youth Center as a Valued Partner

Dear Joe,

I hope this message finds you well. Thank you for meeting with me last week. I am writing to advocate for the kids and to discuss the current contract fee for the use of RCSD parks, specifically in relation to The Youth Center's partnership. We kindly request your consideration in not increasing the contract fee, which currently stands at \$2,000 for each park. Our primary focus will be on only utilizing Rossmoor Park.

The Youth Center views RCSD as a valuable partner that contributes significantly to the well-being of residents. We want to highlight some of the ways in which our partnership benefits the community:

1. **Community Engagement:** We actively engage local children through programs such as our after-school program, where we involve them in events like Arbor Day. We also provide craft supplies and even arranged transportation to Rush Park in 2021 to enhance the celebration.
2. **Summer Programs:** Our Camp Shark program prominently features the RCSD logo in its promotional materials, underscoring our partnership. We prioritize Rossmoor residents by offering them early registration, reviewing scholarship applications as a priority for Rossmoor residents, and providing free crafts at Rossmoor Festival events at Rush Park. We also recruit volunteers to support RCSD events when asked.
3. **Winter Initiatives:** During the winter months, we contribute to RCSD's winter celebrations by providing over 6 different crafts and keepsakes and free Christmas trees for the Santa area.
4. **Supporting Local Families:** Our Adopt a Family program demonstrates our commitment to assisting local families, and we have never declined a request from a Rossmoor resident.

In addition to these activities, we are excited to announce our participation in the Rossmoor Farmer's Market, where we will provide crafts for local families. The Youth Center has recently relocated to a new facility that required substantial renovation, resulting in increased operating costs and the addition of a mortgage. Given these financial challenges, we believe it is essential for RCSD to consider supporting us more than ever to ensure the sustainability of our programs and services.

We sincerely hope that you will view The Youth Center as a genuine partner that brings valuable services and programs to residents while assisting families in need. Your continued support is critical to our mission and the community we serve.

Thank you for your time and consideration of the \$2,000 per year contract fee for the use of one park and our ongoing partnership. We look forward to discussing this further and working collaboratively for the benefit of Rossmoor residents. Let me know when I need to appear in person in front of your team to advocate for kids and our partnership with RCSD.

Sincerely,

Lina Lumme

The Youth Center CEO

10761 Los Alamitos Blvd, Los Alamitos, CA 90720

(562) 493-4043 | www.TheYouthCenter.org

Join our monthly newsletter: [Click Here!](#)

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM C-3

Date: November 29, 2023

To: Personnel and Contract Administration Committee
Tony DeMarco, Chair
Michael Maynard

From: General Manager Joe Mendoza

Subject: DISCUSSION REGARDING ALLOCATION OF 2% STIPEND TO EMPLOYEES
IN DECEMBER 2023

RECOMMENDATION

It is recommended that the Rossmoor Community Services District (RCSD) Personnel and Contract Administration Committee discuss and recommend the allocation of a 2% stipend to employees within the December 2023 payroll process.

BACKGROUND

During the FY 2023 – 2024 budget process, the Rossmoor Community Services District (RCSD) Board of Directors directed the General Manager to provide a 3% Cost of Living Increase to staff and to calendar an additional 2% distribution to be discussed and paid out by December 2023.

INFORMATION

Options:

- Distributed evenly amongst all staff (6 full time/ 4 part time) - \$910.00 each. Does not include on-call or reservation attendants.
- Distribute \$1,200 amongst 6 full-time staff and \$635 amongst 3 part-time staff.
- Distribute 80% of the \$9,100 to all full-time staff (6 full time) \$7,280 in the amount of \$1,213.00 based on at least one year of employment with the District; and three (3) part time staff \$1,820 total at \$607.00 each with at least 6 months of employment with the District.

- Distribute the \$9,100 based on years of service:

0-5 years = 3 part time staff at \$365.00

0-5 years = 2 Full Time Employees \$1,000.00 each

6-10 years = None

Over 10 years = 4 Full Time Employees \$1,500.00 each

- Direct the General Manager to base the increase on performance and include it as part of the performance appraisal process in February. The increase would be based on attendance, significant contributions to the District, attitude, and overall performance. The top 20% of staff that overachieve will be provided \$1,500 the mid-level staff \$1,000 and the average achievers \$500.

To summarize, the immediate goal of the RSCD Board was to defer long term cost of living wages and provide staff with a end of the year stipend. This goal can be accomplished with any of the options above. If the Personnel and Contract Administration Committee desire to formalize this formula and continue withholding a cost-of-living increase of 2% and make it a formal annual end of the year distribution, staff will add a first reading policy at the December Board meeting after the committee gives direction as to which option is desired.

ATTACHMENTS

None.

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM C-4

Date: November 29, 2023

To: Personnel and Contract Administration Committee
Tony DeMarco, Chair
Michael Maynard

From: General Manager Joe Mendoza

Subject: UPDATE AND DISCUSSION REGARDING THE MEMORANDUM OF UNDERSTANDING AGREEMENT BETWEEN ROSSMOOR COMMUNITY SERVICES DISTRICT AND LOS ALAMITOS GIRLS SOFTBALL LEAGUE

BACKGROUND

The Rossmoor Community Services District (RCSD) has had a programmatic relationship with the Los Alamitos Girls Softball League (LAGSL) and Memorandum of Understanding (MOU) since 2011. Since the Memorandum of Understanding has not been reviewed for over 10 years the RCSD General Manager has been meeting with the LAGSL Board and President to review the MOU and identify areas of concern and potential modifications.

INFORMATION

As required in the MOU representatives from the RCSD, LAGSL and Rossmoor Park Neighborhood (RPN) are required to meet in December and August to discuss upcoming Spring/Summer and Fall/Winter seasons. Areas of discussion include game schedules, field usage, parking, field preparation and dust control. A meeting is scheduled for December 8 between representatives to discuss the upcoming 2024 Spring/Summer season.

The attached 2011 MOU (attachment 1) has been reviewed and a meeting with the RCSD Board representatives and LAGSL representatives will be scheduled for the first week of January. Items to be discussed and negotiated are:

- Elimination of the Annual LAGSL Opening Day Carnival.
- Storage Sheds and possible downsizing and relocation.
- Field Maintenance in season and in between seasons. Identifying who is responsible for pre-season and game day preparation.
- Field allocation based on a percentage of Rossmoor residents in the league.

- Fee Schedule for field usage and the use of the snack bar at Rossmoor Park at no cost. The MOU states there is a fee waiver for the snack bar. Ongoing costs i.e., energy, equipment and janitorial supplies and staff should be considered. The annual revenue reported by LAGSL is approximately \$6,000.
- Rush Park request to skin the grass infield for 6U and 8U games and practices. To date the infield is grass and used by 6U play.
- Use of the City of Los Alamitos fields for 6U and 8U since fields are within the vicinity and a high percentage of participants are Los Alamitos residents.
- Assistance from LAGSL to assist in bagging trash cans and picking up debris each game day to assist the RCSD staff in maintaining the Rossmoor Park facility.
- Backstop Maintenance, screens, signage, water, infield dirt and maintenance will also be discussed and updated.
- Overall cost to the RCSD and ongoing subsidy of the LAGSL.
- Annual proof of LAGSL Non-Profit Status and Budget Submittal

RECOMMENDATION

It is recommended that Personnel and Contract Administration Committee identify a date in January 2024 to meet with LAGSL representatives to begin modification to the current MOU.

ATTACHMENTS

1. 2011 LAGSL Memorandum of Understanding

MEMORANDUM OF UNDERSTANDING
2011

PREAMBLE

There has been ongoing history and relationship between the Los Alamitos Girls Softball League (LAGSL), the Rossmoor Park Neighbors (RPN) and the Rossmoor Community Services District (RCSD) regarding impacts to the surrounding Rossmoor Park neighborhood during the LAGSL seasons. A Mitigation Agreement was entered into in 2002 among the parties and approved by the RCSD Board. The Agreement was promulgated in an attempt to reduce LAGSL's field use as a means of reducing noise, traffic congestion and litter and was agreed to by all parties. It was approved by the RCSD Board on June 11, 2002. In March of 2005, a request was submitted by the LAGSL to modify the provisions of the 2002 Agreement. The modified Agreement was approved by the RCSD Board on March 8, 2005.

As the RCSD Board and staff have turned over and LAGSL has appointed new leaders and positions, these mitigation agreements became lost in the transition. Communication between exiting and entering parties was minimal which caused a lack of insight regarding the previous agreements. In 2007 a three-year Memorandum of Understanding (MOU) was entered into by the three parties and approved by the RCSD Board on December 11, 2007. Input was solicited from the RPN, the LAGSL and District staff in the development of the MOU which was intended to provide guidance to last through the 2010 Spring Season.

With the third year of the MOU now complete and with a need for better dialogue between the RPN, the LAGSL and the RCSD, now is the time to combine all previous agreements, revisions and omissions into one comprehensive document for all parties to adopt and adhere to. This should improve the understanding of what are and are not acceptable activities throughout the LAGSL seasons. This should also minimize what the RPN calls a 'creep' in scheduling games and practices and a 'creep' in the length of a season. This document will set forth clear and identifiable parameters that can easily be interpreted by not only the LAGSL Board, but by coaches as well. The agreement should also serve as a means of documentation which can easily be accessed by incoming League leadership and staff turnover within the District. The following agreement will rescind all previous agreements and can only be superseded by District policies.

MEMORANDUM OF UNDERSTANDING
2011

The parties to this Memorandum of Understanding: The Rossmoor Community Services District, the Los Alamitos Girls Softball League and the Rossmoor Park Neighborhood agree to the following:

User Permit Procedures

1. Prior to District approval for any LAGSL User Permits, a complete schedule of all practices and games will be submitted to the District as an attachment to the User Permit prior to final approval. A copy of that schedule will be posted in the Rossmoor Park Snack Shack window and made available at the request of any member of the public from the District's office.

Sunday Use

1. No permits will be issued for either games or practices on Sundays (with the exception of the Annual All-Star Tournament). LAGSL will encourage members of their league to support no play on the fields on Sundays.

Fall Ball

1. Practices will be limited to Tuesday through Thursday beginning no earlier than the Tuesday after the 3rd Saturday in August. There will be no Saturday practices held at Rossmoor Park. Practice times shall be 4:00pm to 7:00pm and 3:30pm-5:30pm during Daylight Savings.
2. A maximum of (7) Saturdays will be authorized for games over the course of the Fall Ball Season. Games shall begin no earlier than the 3rd Saturday in September and must conclude no later than the Saturday prior to the Thanksgiving Holiday.
3. Games will be played on (some, not every) Saturdays 8:00am-4:00pm, with no weekday games. One Saturday in October must remain dark.
4. All umpires will be made aware of the strict 4:00pm cut-off time on Saturdays.
5. Fall Ball games may be played in a double-header format.

Spring Season

1. Try-outs shall be no earlier than the 2nd Saturday of January (subject to weather).
2. Practices shall begin no earlier than the last Saturday in January.
3. The LAGSL Carnival must be included as part of the nine-week regular season Saturday game schedule, if held at Rossmoor Park..
4. The LAGSL agrees to play no more than three games per Saturday on fields 1, 2, &3 during its nine-week Spring Season. Saturday games will be spaced out 45 minutes apart. There is to be no warming up prior to 8:00am and all games must conclude by 4:00pm (even if a game is tied or not in final inning). It is the responsibility of the LAGSL's leadership to inform coaches of the strict cut-off times. LAGSL will ask coaches and players to limit the pre-game warm-up to no more than 45 minutes.

5. As a means of controlling creep, the LAGSL agrees to adhere to no more than 81 regular season games allowed at Rossmoor Park on Saturdays.
 6. The LAGSL will utilize Rush Park Field No. 1 for 6U & 8U games on Saturdays from 8:00am to 4:00pm and for weekday practices from 4:00pm to 7:00pm
 7. All umpires will be made aware of the strict 4:00pm cut-off time on Saturdays.
 8. RCSD agrees to include improvements for Field 1 at Rush Park as part of the District's Capital Improvement Project (CIP) Committee agenda for FY 2012-2013.
 9. LAGSL agrees that if the above improvements occur, LAGSL intends to transfer the maximum feasible amount of games from Rossmoor Park to Rush Park on Saturdays.
10. Rain Make Ups
- a. In the event that rain causes a cancellation of games during the Spring Season, the league will schedule 2 games on a weekday (Monday through Thursday only). First game will start at 3:45pm. There will be no Sunday rain make-ups. The District will require prior authorization for rain make-ups. The District agrees to inform the RPN of these dates.

11. Playoffs

- a. The LAGSL will be allowed to use fields 1, 2 and 3 for two weeks in May from Monday through Saturday for its playoffs. During the second week of playoffs, the LAGSL may only schedule two games per fields 1, 2 and 3 Monday thru Thursday. This totals an eleven-week Spring Season. The LAGSL agrees not to extend the season into additional weeks. Playoffs shall end by the second Saturday in May.
- b. Hours of use are to be the same as the regular Spring Ball season; 8:00am to 4:00pm with no warming up prior to 8:00am. Games will continue to be spaced 45 minutes apart. The League will make a concerted effort for a 4:00pm cut-off time; however, in the instance of a tie, games will be played until a winner is announced (only on the last Saturday of the Spring Ball season). Playoff games in which no winner has been determined by 4:00pm on the first Saturday of playoffs may be finished during the 2nd week of playoffs on a weekday.

Opening Day

1. The Opening Day Parade/Carnival will require a separate User Permit and shall be included as part of the nine-week Spring Ball season. LAGSL must provide written documentation defining the scope of the event and meet with District staff prior to approval of the User Permit. Set-up of the Carnival may not take place prior to

8:00am and must conclude by 4:00pm. LAGSL will hold 2 games on fields 1 and 2 in connection with the carnival.

- a. LAGSL agrees to limit the hours of the Carnival from 10am-3pm.
- b. LAGSL agrees to hold team pictures at a location other than Rossmoor Park.
- c. DJ music be limited to 10:00am to 1:00pm and remain at a reasonable sound level. Speakers must face inwards towards the interior of the park and away from houses.
- d. Trackless train, if used must reduce noise from music and horn and adhere to a fixed route.
- e. The LAGSL agrees to distribute notices to the RPN informing them of their event.

Scrimmages

1. All scrimmages are to be considered games. A scrimmage is when two teams are sharing the field, regardless of uniforms or umpires. Scrimmages may not take place at Rossmoor Park during any season of play.

All-Star Season

1. A User Permit will be required for All Star Practices beginning the Monday following the conclusion of Playoffs. The permit will stipulate that practices will be from 4:00pm-7:00pm Monday thru Thursday only, with no Fridays or weekend usage. Practices will end once teams have completed their play.
2. LAGSL agrees that there will be no scrimmages, "friendlies" or games during the All-Star season with the exception of the Annual All-Star Tournament.
3. Annual All Star Tournament
 - a. A User Permit will be required for the LAGSL Annual All-Star Tournament, to take place on the weekend prior to Father's Day. Games will conclude on Friday by 7:00pm, Saturday by 5:30pm and Sunday by 5:00pm. There are to be no teams warming up prior to 7:00am with preparation time no earlier than 7:00am. This must be a separate User Permit and a meeting must take place between Recreation Staff and the LAGSL Tournament Director and President to ensure time requirements are adhered to. The District will provide staff coverage for the duration of the tournament.
 - b. LAGSL agrees to inform coaches of the strict 7:00am start time and provide Board member coverage at Rossmoor Park each morning to enforce this provision.

- c. LAGSL agrees to monitor trash, restrooms and parking as well as water the fields prior to dragging and in between each game.
- d. LAGSL agrees to the following game scheduling format:
 - Friday:
 - 1 game on RP3 1 game on RP2 No games RP1
 - Saturday:
 - 4 games on RP3 4 games on RP2 5 games on RP1
 - First game scheduled no earlier than 8:00am
 - Last game scheduled for 3:30pm
 - Sunday:
 - 4 games on RP3 4 games on RP2 1 game on RP1
 - First game scheduled no earlier than 8:00am
 - Last game scheduled for 2:30pm
- e. The League will make a concerted effort to have games conclude by time outlined in permit. However, in the instance of a tie at the conclusion of the championship game(s), game(s) will be played until a winner is announced.

Snack Shack

1. The RCSD agrees to continue its co-sponsorship Agreement with the LAGSL and also agrees to waive fees for the use of the Snack Shack.
2. The LAGSL will have use of the Snack Shack on weekdays from 4:00pm to 7:00pm and Saturdays from 8:00am to 5:00pm from the first week of February thru the second Saturday of Playoffs. All items belonging to the LAGSL must be removed by 5:00pm the Monday following playoffs.
3. The LAGSL agrees to pay for the cost of the syrup and Co2 for the soda machine. The League will also follow all District guidelines for maintaining a clean, operable kitchen. Cleaning guidelines are posted in the Snack Shack and are to be adhered to daily.
4. The LAGSL will have access to the Snack Shack for the weekend of the All-Star Tournament. Items belonging to the LAGSL must be removed by 5:00pm of the Monday following the Tournament.

Field Maintenance

1. The District will continue their field maintenance agreement with the league to maintain the fields to their parent organization and to the District's requirements (including infield dirt, cleaning of the dugouts, dugout coverings, bat and helmet racks and screens). The District will maintain backstops and benches. The District

has no intention of allowing the league to add lights, bleachers, electronic signs, etc.

- a. Sprinklers: The District will maintain the timed sprinkler around the pitching mound that is scheduled to water the fields at least two times per day. LAGSL will be charged for the replacement of any broken sprinkler heads or valves damaged during field maintenance or dragging of the fields.
- b. Dragging Fields: prior to the dragging of any field, sprinklers must be turned on for at least 10 minutes to minimize dust.
- c. Backstop Maintenance: The District will maintain the backstops and associated dugouts and other appurtenances attached to the backstops.
- d. Signage: The District agrees to research alternate locations and options for displaying National Championship signage. RCSD policy signage shall continue to be displayed, as necessary.

Los Alamitos Girls Softball League

1. LAGSL agrees to reasonably limit any changes it seeks in the future.

Rossmoor Park Neighbors (RPN)

1. The RPN recognize the unique and important contribution that LAGSL provides to our community, giving girls and young women a healthy recreation activity and social organization.
2. The RPN agrees to help support the league by providing a welcome atmosphere and a pleasant setting for the players and their families and it recognizes the voluntary nature of the league's maintenance activities, as well.
3. The RPN agrees to reasonable limit any new issues it raises under the MOU.

Parks Partnership


1. The LAGSL agrees to coordinate with the District in establishing an agreement regarding the maintenance of Field 1 at Rush Park.
2. The LAGSL agrees to continue to pay fees established in the District's fee schedule for use of fields and facilities for LAGSL practices, games, meetings and events.
3. The LAGSL and the District will continue to communicate their ideas for solutions minimizing the dust on Fields 1 and 2 at Rossmoor Park.

4. The District agrees to conduct semi-annual meetings (in December and August) with representatives from all parties to discuss upcoming season scheduling.

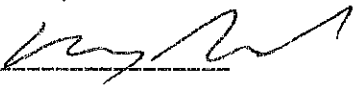
This MOU is entered into by the parties as an expression of agreement reached and by the action of the Rossmoor Board of Directors (Board) at their meeting of November 15, 2011. The term of this agreement is only subject to termination or modification by a formal action of the RCSD Board of Directors. Each party may request modification by requesting the Board to reopen negotiations stating reasons which are deemed irresolvable by other means. The Board shall act on such requests solely upon their discretion. In all cases, Board policy shall govern the operation of the RCSD's facilities.

LAGS 

Date 1/8/2012

RPN 

Date 1/4/12

RCSD 

Date 1/9/12