

ROSSMOOR

COMMUNITY SERVICES DISTRICT



Regular Meeting of the Board
Agenda Package

September 13, 2022

AGENDA
BOARD OF DIRECTORS
ROSSMOOR COMMUNITY SERVICES DISTRICT

REGULAR MEETING

Tuesday, September 13, 2022

7:00 p.m.

IN-PERSON
RUSH PARK
Auditorium
3021 Blume Drive
Rossmoor, California 90720

PUBLIC PARTICIPATION

Please be advised that all persons wishing to attend this meeting may do so in person or via Zoom. Join Zoom Meeting:

<https://us06web.zoom.us/j/82187424536?pwd=MDJhdlkxV3ZqQ0c2N3huODVrNFAXZz09>

Enter Meeting ID: **821 8742 4536** and Passcode: **Rossmoor**

The public can observe the meeting live on YouTube using the following link:

<https://youtu.be/xNrQVDEhnm> The name is **Rossmoor CSD**.

This Board meeting will take place in person and virtually via Zoom Webinar pursuant to Assembly Bill 361 and Resolution of the Board of Directors No. 21-10-12-02. To participate in the meeting via Zoom, please follow the following instructions.

1. To Participate via Zoom Webinar:

Please click the link below to join the webinar:

<https://us06web.zoom.us/j/82187424536?pwd=MDJhdlkxV3ZqQ0c2N3huODVrNFAXZz09>

Or sign into Zoom.com and "Join a Meeting"

Enter Meeting ID: **821 8742 4536** and Passcode: **Rossmoor**

- *If Zoom is not already installed on your computer, click "Download & Run Zoom" on the launch page and press "Run" when prompted by your browser. If Zoom has previously been installed on your computer, please allow a few moments for the application to launch automatically.*
- *Select "Join Audio via Computer."*
- *The virtual conference room will open. If you receive a message reading, "Please wait for the host to start this meeting," simply remain in the room until the meeting begins.*
- *During the Public Comment Period, use the "raise hand" feature located in the participants' window and wait for district staff to announce your name and unmute your line when it is your turn to speak. Comments are limited to 3 minutes, or as otherwise directed.*

2. Join Zoom via Phone:

Call: **+1 669 444 9171** Webinar ID: **821 8742 4536** Passcode: **45294289**

*During the Public Comment Period, press *9 to add yourself to the queue and wait for District staff to announce your name/phone number and press *6 to unmute your line when it is your turn to speak. Comments are limited to 3 minutes, or as otherwise directed.*

3. Additionally, members of the public who wish to make a written comment on a specific agenda item, may submit a written comment via email to the District Secretary at jmendoza@rossmoor-csd.org. Comments received by 3:00 p.m. on the date of the meeting will be provided to the Board of Directors, made available to the public, and will be part of the meeting record.

This agenda contains a brief description of each item to be considered. Except as provided by law; no action shall be taken on any item not appearing in the agenda. To speak on an item if physically present at the meeting, complete a Speaker Request Form(s) identifying the item(s) and topic and deposit it in the speaker request box. To speak on a matter not appearing in the agenda, but under the jurisdiction of the Board of Directors, you may do so during Public Comments at the beginning of the meeting. Speaker request forms must be deposited prior to the beginning of Public Comments. When addressing the Board, it is requested that you state your name for the record. Address the Board as a whole through the President. Comments to individual Directors or staff are not permitted. Speakers are limited to three (3) minutes per item with nine (9) minutes cumulative for the entire meeting. Supporting documentation is available for review in the Rush Park main office, 3001 Blume Drive, Rossmoor, CA 90720; 9:00 a.m. - 5:00 p.m., Monday-Friday. The Agenda is available online at: <http://www.rossmoor-csd.org>. Meetings may also be viewed on the Vimeo.com or by using the Vimeo icon on the RCSD website at <http://www.rossmoor-csd.org>.

A. ORGANIZATION

- 1. CALL TO ORDER: 7:00 p.m.
- 2. ROLL CALL: Directors Barke, DeMarco, Nitikman, Searles
President Rips
- 3. PLEDGE OF ALLEGIANCE: Director Searles
- 4. PRESENTATIONS:
 - a. California Highway Patrol Officer Matt Musselmann Re: RCSD Traffic Report

B. ADDITIONS TO AGENDA

In accordance with Section 54954 of the Government Code (Brown Act), action may be taken on items not on the agenda, which was distributed, if: a majority of the Board determines by formal vote that an emergency exists per Section 54956.5 (for example, work stoppage or crippling disaster which severely impairs public health and/or safety); or Two-thirds (2/3) of the Board formally votes or, if less than 2/3 of members are present, all of the Board members present vote, that there is a need to take immediate action, which arose after the agenda was posted.

C. PUBLIC FORUM

This forum is reserved for items that are not listed on the agenda but are within the subject matter jurisdiction of the Rossmoor Community Services District; however, any matter that requires action may be referred to Staff at the discretion of the Board for a report and action at a subsequent Board meeting.

D. REPORTS TO THE BOARD

1. QUARTERLY TREE REPORT
2. UPDATE REGARDING POTENTIAL PICKLEBALL PROGRAM
3. MONTHLY TRAFFIC SAFETY UPDATE
4. STREET SWEEPING UPDATE

E. CONSENT CALENDAR

1. MINUTES:
 - a. Regular RCSD Board Meeting of August 9, 2022
2. JULY 2022 REVENUE AND EXPENDITURE REPORT
3. REVIEW AND APPROVAL OF A PARK USE AGREEMENT BY AND BETWEEN THE ROSSMOOR COMMUNITY SERVICES DISTRICT AND KERRIE DA VANNON: HAPPY HOUR FIT CLUB INSTRUCTOR
4. REVIEW AND APPROVAL OF AN ONE YEAR EXTENSION TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE ROSSMOOR COMMUNITY SERVICES DISTRICT AND MICHAEL EUGENE RANESES FOR HEARING OFFICER SERVICES

Consent items are expected to be routine and non-controversial, to be acted upon by the Board of Directors at one time. If any Board member requests that an item be removed from the Consent Calendar, it shall be removed by the President so that it may be acted upon separately.

F. PUBLIC HEARING: None

G. RESOLUTIONS: None

ORDINANCES: None

H. REGULAR CALENDAR

1. REVIEW AND APPROVAL OF A PROFESSIONAL CONSULTING SERVICES AGREEMENT BETWEEN THE ROSSMOOR COMMUNITY SERVICES DISTRICT AND GOVERNMENT FINANCIAL SERVICES FOR CONSULTING SERVICES RELATED TO THE EFFECTIVENESS AND EFFICIENCY OF THE DISTRICT'S FINANCIAL ACTIVITIES

I. GENERAL MANAGER ITEMS

This part of the agenda is reserved for the General Manager to provide information to the Board on issues that are not on the Agenda, and/or to inform the Board that specific items may be placed on a future agenda. No Board action may be taken on these items that are not on the agenda.

J. BOARD MEMBER ITEMS

This part of the agenda is reserved for individual Board members briefly to make general comments, announcements, reports of his or her own activities, and requests of staff, including that specific items be placed on a future Agenda. The Board may not discuss or take action on items not on the Agenda.

K. GENERAL COUNSEL ITEMS

This part of the agenda is reserved for General Counsel to make comments, announcements and reports of activities that are legal in nature. The Board may not discuss or take action on items not on the agenda.

L. ADJOURNMENT

It is the intention of the Rossmoor Community Services District to comply with the Americans with Disabilities Act (ADA) in all respects. If, as an attendee or a participant at this meeting, you will need special assistance beyond what is normally provided, the District will attempt to accommodate you in every reasonable manner.

Please contact the District Office at (562) 430-3707 at least forty-eight (48) hours prior to the meeting to inform us of your particular needs and to determine if accommodation is feasible. Please advise us at that time if you will need accommodations to attend or participate in meetings on a regular basis.


Pursuant to Government Code Section 54957.5, any writing that: (1) is a public record; (2) relates to an agenda item for an open session of a regular meeting of the Board of Directors; and (3) is distributed less than 72 hours prior to that meeting, will be made available for public inspection at the time the writing is distributed to the Board of Directors.

Any such writing will be available for public inspection at the District offices located at 3001 Blume Drive, Rossmoor, CA 90720. In addition, any such writing may also be posted on the District's web site at www.rossmoor-csd.org.

CERTIFICATION OF POSTING

I hereby certify that the attached Agenda for the September 13, 2022, 7:00 p.m. Regular Meeting of the Board of Directors of the Rossmoor Community Services District was posted at least 72 hours prior to the time of the meeting.

ATTEST:



JOE MENDOZA
General Manager

Date 9/8/2022

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM A-4a

Date: September 13, 2022
To: Honorable Board of Directors
From: General Manager Joe Mendoza
Subject: CALIFORNIA HIGHWAY PATROL OFFICER MATT MUSSELMANN RE: RCSD TRAFFIC REPORT

RECOMMENDATION

It is recommended that the Rossmoor Community Services District (RCSD) Board of Directors receive and file this presentation.

INFORMATION

California Highway Patrol (CHP) Officer Matt Musselmann will present the District Traffic Report.

ATTACHMENTS

None

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM D-1

Date: September 13, 2022
To: Honorable Board of Directors
From: General Manager Joe Mendoza
Initiated by Mary Kingman, Arborist
Subject: QUARTERLY TREE REPORT

RECOMMENDATION

Receive and file report.

BACKGROUND

The Tree Report provides the Rossmoor Community Services (RCSD) Board of Directors with the status of the urban forest and the work being performed in the maintenance and preservation of the trees within the parks and parkways in Rossmoor.

ATTACHMENTS

1. Tree Report
2. Service Request Report
3. Limb Failure Report
4. Urban Forest Report 2022 Totals

**RCSD TREE DEPARTMENT
REPORT ON THE URBAN FOREST
May-August 2022**

ATTACHMENT 1

During the months of May through August 2022 Orange County Public Works assisted with safety pruning of 10 trees that were observed to have large diameter dead limbs within their crowns. Eight trees were pruned by District contractors for safety or clearance issues. Thirty-eight trees that were either dead or considered high risk were removed from Rossmoor parkways. Two hazardous trees were removed from Rossmoor Park. One unauthorized trimming or removal citation was issued to a property owner. A total of 28 limb failures occurred during this period, none resulting in property damage or injury. A total of 171 resident service requests were responded to. Grid pruning for 1,066 trees located in the south end of Rossmoor began on August 30. Tree planting for the fall/winter season will resume in October and it is expected that around 175 trees will be planted through March of 2023.

The RCSD Free Mulch Yard at Kempton Park has proved to be a popular service for residents, with mulch being supplied as needed by our contract arborist West Coast Arborist, Inc. and use of the yard made available by Golden State Water Company.

A project that the RCSD is planning is a Tree City mural that would be painted on the outer brick wall at Montecito Center on Montecito Road. The mural's design will be chosen by way of a community design contest with the winning design executed by a professional mural artist who would be assisted by community volunteers to paint the mural.

RCSD staff will continue to promote, protect, and maintain a healthy urban forest in Rossmoor. The following are some of the practices that are implemented as part of the District's Urban Forestry program:

Planting Trees

- Trees are planted in vacant parkways and park sites.
- An age and species diverse urban forest is promoted.
- Residents are encouraged to take part in the tree selection process.

Caring for Trees

- All trees are trimmed on grid cycle, once every four years.
- Supplemental trims are performed as needed.
- Hazardous tree conditions are promptly responded to.
- Tree stakes, water basins or mulch are installed as needed.
- Newly planted or drought stressed trees are watered as needed.
- Tree health concerns from residents are promptly addressed.

Monitoring Trees

- Trees are regularly assessed and monitored for health, maintenance, and safety.
- Resident service requests for safety concerns, trim/removal/planting requests and general inquiries are responded to in a timely manner.

Protecting Trees

- Parkway tree policy violations for unauthorized trims, removals, and plantings are responded to according to policy.
- Administrative citations and fines for unauthorized trimming or removal are issued according to policy.
- Letters of correction are sent to residents for tree policy violations involving signs, swings, or artificial turf.

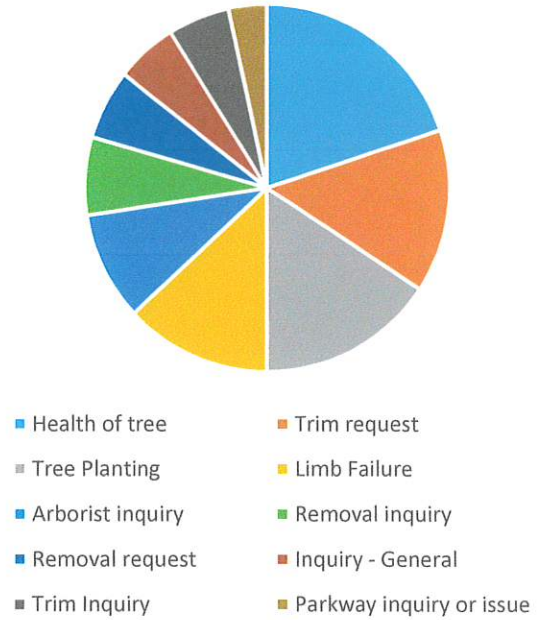
Educating the Public

- Homeowner welcome packets are distributed to new residents.
- The RCSD website is updated with Tree Department information.
- An annual Arbor Day celebration is hosted by the RCSD.

SERVICE REQUEST REPORT

| Issue | Requests |
|-------------------------------------|------------|
| Health of tree | 29 |
| Trim request | 21 |
| Tree Planting | 23 |
| Limb Failure | 19 |
| Arborist inquiry | 14 |
| Removal inquiry | 10 |
| Removal request | 9 |
| Inquiry - General | 8 |
| Trim Inquiry | 8 |
| Parkway inquiry or issue | 5 |
| Leaning tree inspection | 2 |
| Tree roots | 7 |
| Mulch inquiry | 2 |
| Unauthorized Tree Trimming - Report | 2 |
| Bees in tree | 1 |
| Citation response | 1 |
| Car winch on tree - Report | 1 |
| Follow up | 1 |
| Removal request/Trim Request | 2 |
| Trimming citation | 1 |
| Tree Removal Irrigation damage | 1 |
| Neighbor tree complaint | 1 |
| Stakes | 1 |
| Watering Tree - Questions | 1 |
| Root pruning | 1 |
| Grand Total | 171 |

Top Ten Service Requests



LIMB FAILURE REPORT

| DISTRICT | TREE | DATE | SIZE | CONDITIONS | DAMAGE |
|----------|---------------------|-----------|-----------|--------------------------|-----------------------|
| 1 | Silk Oak | 5/3/2022 | 20' x 8" | Weak connection | None |
| 4 | California Sycamore | 5/12/2022 | 12' x 3" | Winds | None |
| 2 | California Sycamore | 5/24/2022 | 10' X 4" | Winds | None |
| 3 | California Sycamore | 5/24/2022 | 10' X 4" | Dead limb/Winds | None - still in crown |
| 4 | California Sycamore | 5/25/2022 | 10' X 6" | Winds | None |
| 1 | California Sycamore | 5/31/2022 | 15' X 5" | Winds | None - still in crown |
| 4 | California Sycamore | 6/3/2022 | 8' x 3" | Limb hit by truck | None - still in crown |
| 2 | California Sycamore | 6/17/2022 | 7' X 3" | SBD | None - still in crown |
| 2 | Round-Leaf Sweetgum | 6/23/2022 | 6' X 3" | Weight, scorch disease | None |
| 1 | London Plane | 6/26/2022 | 18' x 4" | Decay | None |
| 1 | California Sycamore | 6/27/2022 | 10' X 3" | SBD | None - still in crown |
| 1 | Chinese Pistache | 6/27/2022 | 7' x 3" | SBD | None - still in crown |
| 4 | California Sycamore | 6/28/2022 | 15' X 5" | SBD | None |
| 4 | Silver Maple | 6/28/2022 | 10' x 3" | SBD | None |
| 3 | Chinese Pistache | 7/6/2022 | unknown | SBD | None |
| 1 | Silk Oak | 7/9/2022 | 12' x 4" | Weak connection | None |
| 4 | Chinese Pistache | 7/21/2022 | 15' X 6" | Beetles, weak connection | None |
| 3 | Chinese Pistache | 7/23/2022 | 7' X 3" | SBD | None |
| 2 | Chinese Pistache | 7/25/2022 | 10' X 4" | SBD | None |
| 1 | London Plane | 8/2/2022 | 12' x 5" | Dead limb | None - still in crown |
| 2 | Silver Maple | 8/3/2022 | 20' x 20" | Decay | None |
| 2 | Chinese Pistache | 8/3/2022 | 10' x 4" | SBD | None |
| 4 | California Sycamore | 8/4/2022 | 12' X 6" | SBD | None |
| 3 | Chinese Pistache | 8/5/2022 | 10' x 5" | SBD | None |
| 4 | California Sycamore | 8/11/2022 | 15' X 6" | SBD | None |
| 3 | California Sycamore | 8/19/2022 | 10' x 4" | SBD | None - still in crown |
| 4 | California Sycamore | 8/19/2022 | 12' x 5" | SBD | None - still in crown |
| 4 | California Sycamore | 8/25/2022 | 8' X 5" | Dead limb | None |

| Limb Failure History | |
|----------------------|-------|
| Year | Limbs |
| 2015 | 73 |
| 2016 | 55 |
| 2017 | 40 |
| 2018 | 35 |
| 2019 | 97 |
| 2020 | 64 |
| 2021 | 33 |
| 2022 | 28 |

Urban Forest Report 2022 Totals

| Month | Safety Pruning OCPW | Grid Pruning | Off-Grid Pruning | Tree Planting | Trim/ Removal Citations | Tree Removals - Parkways | Tree Removal Parks | Removal Permit, Driveway Relocate | Resident Service Request |
|---------------|---------------------|--------------|------------------|---------------|-------------------------|--------------------------|--------------------|-----------------------------------|--------------------------|
| Jan-22 | | | | 30 | 4 | | | | 32 |
| Feb-22 | 9 | | | | 3 | | | | 27 |
| Mar-22 | | | 1 | 18 | | | 1 | | 27 |
| Apr-22 | | | | | | 17 | | | 32 |
| May-22 | | | | | 1 | | 2 | | 41 |
| Jun-22 | | | | | | 14 | | | 45 |
| Jul-22 | 6 | | 8 | | | 24 | | | 43 |
| Aug-22 | 4 | | | | | | | | 42 |
| Sep-22 | | | | | | | | | |
| Oct-22 | | | | | | | | | |
| Nov-22 | | | | | | | | | |
| Dec-22 | | | | | | | | | |
| Totals | 19 | 0 | 9 | 48 | 8 | 55 | 3 | 0 | 289 |

Vacant Sites

| | |
|------------------------|------------|
| Plant List - Fall 2022 | 110 |
| Parks | 19 |
| School Parkways | 22 |
| Construction Hold | 23 |
| Resident Refusals | 43 |
| | 217 |

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM D-2

Date: September 13, 2022
To: Honorable Board of Directors
From: General Manager Joe Mendoza
Subject: UPDATE REGARDING POTENTIAL PICKLEBALL PROGRAM

RECOMMENDATION

It is recommended that the Rossmoor Community Services District (RCSD) Board of Directors review and discuss the information provided.

BACKGROUND

For the past several months there has been interest expressed by some residents for the RCSD to add pickleball courts to the amenities available within the District.

Subsequently, at the June 14, 2022 RCSD Board meeting, a number of residents attended the meeting to speak during public comments about pickleball. The majority of the speakers spoke in opposition of having pickleball courts at Rossmoor Park, citing the noise that could be created, parking issues, and the proximity to the homes surrounding the park. Other residents spoke in favor of pickleball and said they would welcome this addition to the community so they would be able to play pickleball in Rossmoor, without having to travel to a neighboring city. Due to a number of residents requesting the ability to play pickleball in Rossmoor, the RCSD Board of Directors recognized that there is demand and directed staff to develop a plan to provide temporary pickleball courts at Rossmoor Park on a trial basis.

At the July 12, 2022 meeting, the Board approved the temporary conversion of one tennis court (Court 1) into four pickleball courts at Rossmoor Park, from July 27-30, 2022. This trial period was to determine noise levels, impact on parking, and compatibility with the adjacent tennis courts. The most logical site to have trial pickleball courts was determined to be the Rossmoor tennis courts since the hard surface, fencing, and lighting were already in place.

Pickleball Trial at Rossmoor Park

RCSD staff set aside Court 1 at Rossmoor Park from Wednesday, July 27 through Saturday, July 30, 2022 for the temporary pickleball courts to be available – 9 a.m. to 8 p.m. on weekdays, Saturday from 9 a.m. to noon. The following guidelines applied:

- Maximum of 4 players per court for doubles
- Maximum of 16 players on the 4 courts
- RCSD provided nets, paddles, and balls
- Neighboring households adjacent to Rossmoor Park were notified of the temporary pickleball courts and provided with the RCSD Office number for any questions or concerns during the pickleball trial.
- There was no charge for pickleball during the trial period

The trial pickleball program was well received by the Rossmoor community. Participants enjoyed playing the game of pickleball, as well as the social aspect of competing with one another. This program provided staff with the ability to receive comments, document participation and attendance at various areas of the park, including parking.

Staff monitored the tennis courts the week prior to the pickleball trial to establish a baseline with regard to attendance, court usage, noise levels, parking, etc. This allowed for a comparison with the data that was gathered during the pickleball trial.

INFORMATION

Discussion about pickleball took place at the August 9, 2022 Board of Directors meeting. Again, there were a number of residents who spoke about pickleball – some for and some opposed. As a result, the RCSD Board determined that this is a complicated issue and forwarded the item to the Parks and Facilities Committee for further study and to formulate recommendations for the RCSD Board to consider at a future meeting.

The Parks and Facilities Committee (Directors Rips and Searles) met on August 25, 2022. At their meeting, they reviewed and discussed the following items:

- The trial pickleball program that was offered at Rossmoor Park on July 27-30, 2022;
- Data regarding parking, noise, general park attendance, court usage (pre- and post-trial pickleball program comparison);
- Developing a plan to evaluate the feasibility of permanently adding pickleball in the Rossmoor Community Services District; and formulating a plan to engage residents in the process, allowing for their input and opinions to be heard;
- Whether a negative declaration would be warranted for this project (prepared by an independent consultant to relieve the District and Board of bias perceptions);
- Scheduling community stakeholder forums for input and comment;
- Consideration of future trial pickleball programs with implementation of noise mitigation measures;
- Touring other pickleball facilities (i.e. Carlsbad, Long Beach, Seal Beach, Cerritos);
- Current use of tennis courts and scheduling: i.e. two professional contractors, general use of the courts during open play, and consideration of a paid reservation-only system for court use (pickleball or tennis) during prime time; and
- Possible revenue projections.

At the conclusion, the Committee directed the General Manager to gather as much information as possible in order to report back to the Parks and Facilities Committee on September 20, 2022.

As the Board is aware from public comments at the last few meetings, there are proponents for, and opponents against, bringing pickleball to Rossmoor. Therefore, items that continue to be reviewed and studied by the Parks and Facilities Committee will include:

1. The impact to tennis players and court availability;
2. Scheduling of the tennis pro lessons;

3. Impact on parking around the park;
4. Cost of converting an existing tennis court at Rossmoor Park into four pickleball courts;
5. Cost to build four pickleball courts at either Rossmoor Park or Rush Park;
6. Cost associated with hiring a consultant to prepare a negative declaration; and
7. Noise level and impact to surrounding homes, as well as sound mitigation measures that could be implemented and the cost associated with them.

All of these items will be vetted by the Parks and Facilities Committee with data gathered during the pickleball trial. This may include a community survey, and/or hiring a consultant to evaluate the District's facilities and how they can best be utilized.

In summary, the addition of pickleball to the Rossmoor community is a complex decision that requires a process to thoroughly evaluate the many factors involved.

ATTACHMENTS

None

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM D-3

Date: September 13, 2022
To: Honorable Board of Directors
From: General Manager Joe Mendoza
Subject: MONTHLY TRAFFIC SAFETY UPDATE

RECOMMENDATION

It is recommended that the Rossmoor Community Services District (RCSD) Board of Directors review and discuss the information provided.

BACKGROUND

The General Manager provides a monthly update to the Rossmoor Community Services District (RCSD) Board of Directors to keep the Board and community informed of measures being taken to address traffic safety within Rossmoor.

INFORMATION

The Community/Safety Advisory Committee (Directors DeMarco and Searles) met on August 31, 2022. In attendance were Member-At Large Kevin Pearce, RHA representatives Ralph Vartabedian and Emily Knell, and a number of interested residents. The items on the Traffic Committee agenda were a verbal update by the General Manager regarding traffic safety in Rossmoor; and review of a rough draft resolution creating a permit-parking ordinance in RCSD.

The General Manager provided an overview to the Committee on traffic safety in the Rossmoor Community Services District that included:

1. The 2022-2023 school year began on Wednesday, August 3, 2022. As a result, there have been concerns regarding traffic safety during drop off and pick up of students. The Committee requested that research be done to find out how many out-of-district transfer students are enrolled at the four elementary schools in Rossmoor. It was cited that if this number has increased this school year, this could be causing additional congestion at the start and end of school times. Also discussed was the lack of parking enforcement by both CHP and Sheriff's, and the responsibility of LAUSD to educate and monitor drivers transporting students (i.e. jaywalking, illegal parking, speeding, and general safety). The General Manager reported he has met with the school district, brought this to their attention, and will continue to follow up with them. In addition, school administrators have been reminded of the parking ordinance to accommodate the odd/even address street sweeping parking restrictions.
2. Staff has been distributing "Slow Down" signs in order to increase speed limit awareness.

3. As a result of the District's traffic safety campaign, permanent radar speed signs on Montecito Road and St. Cloud Drive have been installed. These two electronic signs provide a reminder to drivers to slow down. The signs have been strategically placed prior to the curve on Montecito Road (southbound) and St. Cloud Drive (westbound). It appears that these have been effective in slowing traffic through these areas.
4. RCSD staff has been in communication with CHP in order to enhance enforcement of the restriction of motorized bicycles on RCSD parks, as well as the enforcement of vehicle safety rules on public roads. Officer Musselman has reviewed the District's ordinance regarding motorized vehicles on the parks and CHP's general counsel determined that CHP can issue citations and they would be recognized in court based on the current ordinance. Officer Musselman emphasized that CHP cannot go on word of mouth – to be effective, they need specific complaints to log and document based on calls received.

The next item discussed by the Traffic Committee was reviewing a draft resolution that would create a permit-parking ordinance in RCSD. This will continue to be developed at future meetings.

After much discussion by the Committee and a number of people in the audience (approximately 12), the Committee decided to request that the Orange County Traffic Engineer conduct an in-depth study of the negative impact parking has on residential homes on arterial streets along the Montecito Corridor across from the Rossmoor and Seal Beach housing complexes. The community has also expressed concerns regarding speeding and drivers failing to stop at stop signs and crosswalks.

The Committee also discussed developing a strategic plan that may include resident stakeholder meetings, surveys, and consensus building to determine a timeline that will be part of a recommendation to the RCSD Board of Directors. This will continue to be planned at upcoming Committee meetings.

ATTACHMENTS

None

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM D-4

Date: September 13, 2022
To: Honorable Board of Directors
From: General Manager Joe Mendoza
Subject: STREET SWEEPING UPDATE

RECOMMENDATION

It is recommended that the Rossmoor Community Services District (RCSD) Board of Directors review and discuss the information provided.

BACKGROUND

A new street sweeping schedule was introduced in the Rossmoor Community Services District (RCSD) beginning January 3, 2022. The new schedule was implemented to better serve residents and to alleviate the parking issues associated with the previous street sweeping schedule.

The Rossmoor Community Services District entered into a contractual agreement for street sweeping services with Sunset Property Services. Subsequently, Sunset Property Services was purchased by Sweeping Corp. of America (SCA). The General Manager worked with representatives from Sunset Properties and SCA to ensure a smooth transition. SCA indicated they were committed to serving the residents of Rossmoor. As the new sweeping schedule began, ticketing enforcement was suspended to give residents time to adjust to the new schedule. As a result, residents have generally complied.

INFORMATION

At the August 9, 2022 RCSD Board of Directors meeting, there was discussion about the installation of signage that is necessary for the Sheriff's to implement parking enforcement and issue parking citations. This has been an ongoing discussion as the District is concerned with sign blight, lack of enforcement, and impact on our residents. Parking enforcement has not been implemented since January 3, 2022, with the exception of a few streets along the Montecito Corridor that has the signage needed for the Sheriff's to enforce parking citations. After much discussion, the Board directed General Counsel Tarquin Preziosi to research with County of Orange the feasibility of the RCSD waiving signage, therefore permanently suspending parking enforcement in all areas, with the exception of the Montecito Corridor, which already has necessary signage in place for enforcement. It has become apparent that the Sheriff's do not have the budget allocation or work force to provide consistent enforcement. Most neighboring incorporated municipalities have an enforcement officer that follows the street sweeper to issue citations to violators. Therefore, the RCSD Board has expressed that the limited enforcement may not warrant the amount of signage that would be required for legal enforcement.

To date, General Counsel Preziosi has indicated that the County of Orange has not responded to him. Once he hears back from them and provides the General Manager with the information needed, an update will be provided to the Board with the options regarding signage and enforcement.

ATTACHMENTS

None

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM E-1a

Date: September 13, 2022
To: Honorable Board of Directors
From: General Manager Joe Mendoza
Subject: MINUTES – REGULAR RCSD BOARD MEETING OF AUGUST 9, 2022

RECOMMENDATION

It is recommended that the Rossmoor Community Services District (RCSD) Board of Directors approve the Minutes of the Regular RCSD Board Meeting of August 9, 2022 as prepared by the Board's Secretary/General Manager.

INFORMATION

The Minutes reflect the actions of the RCSD Board of Directors at their August 9, 2022 meeting.

ATTACHMENTS

1. Minutes – Regular RCSD Board Meeting of August 9, 2022



**MINUTES
BOARD OF DIRECTORS
ROSSMOOR COMMUNITY SERVICES DISTRICT**

REGULAR MEETING

RUSH PARK
3021 Blume Drive
Rossmoor, California

Tuesday, August 9, 2022

A. ORGANIZATION

1. CALL TO ORDER: 7:00 p.m.
2. ROLL CALL: Directors Barke, DeMarco, Nitikman, Searles
President Rips
3. PLEDGE OF ALLEGIANCE: Director DeMarco led the Pledge of Allegiance.
4. PRESENTATIONS: None

B. ADDITIONS TO AGENDA - None

C. PUBLIC FORUM

Maureen Wauters indicated there are still mistakes being made by the street sweeping company.

Kevin Pearce asked about the status of the new trash collection program.

General Manager Mendoza stated they were supposed to begin August 1, 2022; however, the company is lacking trucks and employees that are required with the new collection program. Mr. Mendoza stated he is in regular communication with the company and this is a countywide issue, not just for Rossmoor. When the company provides a new implementation date, it will be announced.

Due to technical issues, the Public Forum was postponed to later in the meeting.

President Rips announced the Board will consider Item No. H-1 at this time.

Joel Block, resident, wanted to make comment by Zoom; however, because of technical issues he could not be heard.

James Fisler, Mesa Water District Director and LAFCO Commissioner, also had technical difficulties and could not be heard. He will address the Board at the October meeting.

There were no other public comments.

RECESS/RECONVENE

The Board took a short recess at 8:54 p.m. The meeting was reconvened at 9:02 p.m.

D. REPORTS TO THE BOARD

1. QUARTERLY RECREATION REPORT

General Manager Mendoza listed upcoming events including a STEM educational program, a Rossmoor Family Festival, a Health Fair, Youth Center Rascals programs, the next blood drive, and the Farmers Market.

Discussion followed regarding boosting attendance at the Farmers Market.

2. MONTHLY TRAFFIC SAFETY UPDATE

General Manager Mendoza reported the next meeting of the Traffic Safety Committee will be Thursday, August 25, 2022 at 7:00 p.m.; listed items on the agenda and stated he spoke with CHP Officer Musselman who stated he has the ability to enforce laws related to motorized bicycles in District parks off of the District's policy.

Director DeMarco commented on the need to remedy the parking situation along Montecito.

3. STREET SWEEPING UPDATE

General Manager Mendoza spoke about issues with the street sweeping company due to staff illness and unavailable trucks and reported he will be drafting a letter to send to them.

Discussion followed regarding company turnovers and trucks equipped with GPS.

4. GENERAL ELECTION CONDENSED CALENDAR FOR NOVEMBER 8, 2022 FOR CANDIDATES FOR ROSSMOOR COMMUNITY SERVICES DISTRICT BOARD OF DIRECTORS

General Manager Mendoza discussed the upcoming election; reported there will be two seats on the RCSD Board vacant; added that since President Rips will be an incumbent, he has until Friday, August 12, 2022, to file his papers and other candidates have until August 17, 2022, to file and urged candidates to not wait until the last minute to file.

E. CONSENT CALENDAR

1. MINUTES:

a. Regular Board Meeting of July 12, 2022

2. JUNE 2022 REVENUE AND EXPENDITURE REPORT

The Consent Calendar was approved by consensus.

F. PUBLIC HEARING: None

G. RESOLUTIONS: None

ORDINANCES: None

H. REGULAR CALENDAR

1. DISCUSSION AND POSSIBLE ACTION REGARDING THE TRIAL PICKLEBALL PROGRAM THAT WAS HELD AT ROSSMOOR PARK ON JULY 27-30, 2022 (*note – this item was moved forward in the meeting and heard after C – Public Forum*)

General Manager Mendoza reported on the Trial Pickleball Program held at Rossmoor Park July 27-30, 2022; commended staff for their work on the project as well as Gary Rogers from the Seal Beach Pickleball Center; discussed the evaluation process and recommended scheduling a study session with the Parks and Recreation Facilities Committee to review the recent trial and form a recommendation to present to the RCSD Board for final determination at a future meeting and direct staff appropriately. In addition, he addressed issues to be reviewed including impacts on residents, tennis players, parking and noise. Cost information is also being gathered.

President Rips invited public comments.

Because of technical issues, audio was not consistent.

Joyce Campion (sound intermittent and comments not audible)

Female Speaker (name not audible) – good experience. It was nice to have pickleball available in Rossmoor.

Maureen Wauters – spoke in favor of pickleball; felt it did not impact the neighborhood, and with noise mitigation, it would be extremely plausible to add at Rossmoor Park.

Steve Havstad (intermittent sound) – thanked the Board for the trial; thought it would provide good information to consider pickleball.

Susan Kaplan – did not feel the pickleball trial was adequate to gauge effect on neighborhood. She noted parking was impacted and also stated there were two pickleball players playing after the trial, early in the morning. The location was questioned – would like to have Rush Park considered so that tennis is not taken away from Rossmoor Park. She felt the trial was inadequate to determine the effect of the disturbance; spoke about the trial occurring while she was at work or during Youth Center sessions; reported hearing two pickleball players today at 7:00 a.m.; suggested implementing the program at Rush Park and encouraged doing it right.

Sue Clark (intermittent sound) - reported hearing pickleball players early in the morning; felt that before implementing pickleball, it should be ensured that the rules of the park are being followed and urged that pickleball is implemented in a way that does not disturb the community.

Ralph Vartabedian - felt pickleball can be implemented in a way that serves users of the park and does not damage the community; shared results of his own sound measurements and noted the need for an expert to figure out what noise levels are tolerable for the community and do not damage the neighborhood.

Quinn Unfried - commented favorably on the trial and felt pickleball is more convenient and easier than tennis.

Jimmy Ton - acknowledged there is an interest in pickleball and that it is a fun sport; noted no one will play between the hours of noon and 3:00 p.m. because of the heat and expressed concerns regarding noise and traffic impacts.

Susan Havstad - reported she participated in the pickleball trial; stated one day, grunting from one of the tennis players drowned out noises from pickleball and discussed availability of parking.

Director Barke commented favorably on public comments and the trial; noted there is more work to be done and spoke about meeting the needs and desires of Rossmoor residents.

Director Nitikman noted that if it is worth doing, it is worth doing right; felt the committee has its work cut out; spoke about needing to investigate environmental impacts, particularly noise and traffic; commented on the need for a mitigated negative declaration and discussed the need for expert information on how to build pickleball courts and mitigate noise.

Director Searles thanked Jimmy Ton, Frank Mannis, Sue Clark, Susan Kaplan, Rob Keith and Ahmed Alrete for their emails; agreed with the need for the committee to take its time and do it right and expressed appreciation for the feedback.

Director DeMarco spoke about his participation in the trial; noted there is a huge demand in the community for pickleball; stated he was unsure about paying for an environmental study; reported the experience as enjoyable for him and he would like to play pickleball at Rossmoor; addressed noise resulting from basketball play and other uses; suggested another trial to continue gathering data while determining costs of building a pickleball at Rush Park and indicated he did not notice a parking problem at all.

Director Nitikman felt the courts are too close to homes and are not properly insulated.

Dr. Hon commented on waking up to heavy noise on Saturdays; opposed adding more noise and traffic to the area and recommended implementing pickleball at Rush Park.

Sue Clark - requested the Board address the issue as Board Members and not individuals; urged that the Board make good decisions for the community; noted Rossmoor Park has evolved and changed over the years; asked that the Board no allow pickleball on tennis courts; spoke about being professional in considering the subject and suggested surveying the community.

Kevin Pearce referenced the responsibility of the committee and suggested researching sound mitigation efforts in other areas.

Steve Havstad - expressed disappointment that no other Board Members participated in the trial or attended to observe and suggested another trial may be beneficial.

Christy Leone noted residents are just asking for equal access to a District facility; noted most players pay to play and bring their own equipment; indicated residents have adjusted to the freeway noise and will adjust to the three-bin trash service noise and recommended surveying the community.

Ralph Vartabedian spoke about parking impacts and noise concerns and reiterated the Board can implement pickleball, responsibly.

Bo Berglund (Tennis Pro) - stated he enjoys playing pickleball; reported there is a lot of contention surrounding the topic; hoped the Board makes the best decision for the community and addressed his hours teaching tennis.

General Manager Mendoza discussed etiquette, private lessons, revenue, rental fees; noted use cannot be quantified as many people walk on without making reservations and noted all variables will be reviewed and studied.

Motion by President Rips, seconded by Director Nitikman to approve the General Manager's recommendation to forward this item to the Parks and Facilities Committee for further research. Motion passed 5-0.

Director DeMarco spoke about scheduling another trial to continue gathering information.

Director Nitikman discussed the possibility directing the General Manager to set up a temporary facility for the pickleball trial.

Directors Barke and Nitikman's sound is intermittent again.

Discussion followed regarding setting limited hours for playing pickleball, tennis court dormant hours, letting the Parks and Facilities Committee work with the General Manager and bring back recommendations.

Director Searles agreed with Director DeMarco about establishing regular pickleball play; discussed reviewing available supplies/equipment to mitigate noise; felt people who want to play pickleball should have days in which they can play and talked about the need to follow established rules.

The Board returned to Item No. C, Public Forum.

2. DISCUSSION AND POSSIBLE ACTION REGARDING THE ADDITION OF STREET SWEEPING SIGNAGE AND PARKING ENFORCEMENT

General Manager Mendoza discussed the County's resolution relative to street sweeping on opposite sides of the street on different days; discussed enforcement and noted that enforcement cannot take place unless signage is installed.

Discussion followed regarding resource and budget limitations, lack of consistent/effective enforcement, installation of over 400 signs, the County's jurisdiction of District streets, the possibility of contracting out with other agencies for enforcement, avoiding sign blight, implementing the program in phases and whether the District is required to implement street sweeping enforcement.

Legal Counsel Tarquin Preziosi discussed a case of lack of enforcement in Westwood Village and a resulting lawsuit against the City of Los Angeles for not enforcing the vehicle code relative to an ADA issue. He added there is not legal duty to enforce most laws but that does not mean there will be no civil consequences.

Director DeMarco reported he will fight sign blight until there is effective enforcement.

Director Nitikman noted that currently, the District has an effective street sweeping program, without enforcement.

The Board directed Legal Counsel Preziosi to contact County Counsel to get their opinion as to whether the District is mandated to install signs and if there is any risk to the District if it chooses not to install signs and what is that risk.

I. GENERAL MANAGER ITEMS

General Manager Mendoza provided an update on implementation of the new accounting software; reported staff is being trained on the bank scanning system and discussed staffing and recruitment.

President Rips suggested scheduling a Budget Committee meeting prior to the next regular Board meeting to review the reporting output of the new software.

In response to Director Searles' question, General Manager Mendoza provided an update on the status of grants for which the District has applied and stated he has received no response from County Supervisor Do's office regarding funding for Rossmoor events.

Discussion followed regarding the canopy project and use of grant funds.

J. BOARD MEMBER ITEMS

Director DeMarco commented on the Food Festival and thanked everyone for the discussion on pickleball.

Director Searles spoke about having contract renewals in advance of approval and apologized to Legal Counsel Preziosi that his contract was not reviewed prior to the meeting.

Legal Counsel Preziosi reported the contract was not up for renewal, but rather a request for a change in the pay rate.

Director Searles spoke about needing to follow the Board's process and congratulated Kerry Da Vannon and the Happy Hour Fit Club.

K. GENERAL COUNSEL ITEMS

Legal Counsel Tarquin Preziosi announced there would be no Closed Session.

L. ADJOURNMENT

Motion by President Rips, seconded by Director Barke, to adjourn the regular meeting at 10:06 p.m. Motion passed 5-0.

ATTEST:

BOARD OF DIRECTORS
ROSSMOOR COMMUNITY SERVICES DISTRICT

Jeffrey Rips, President

Joe Mendoza, Secretary
Rossmoor Community Services District

APPROVED: September 13, 2022

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM E-2

Date: September 13, 2022
To: Honorable Board of Directors
From: General Manager Joe Mendoza
Accounting Consultant Ken Pun
Subject: JULY 2022 REVENUE AND EXPENDITURE REPORT

RECOMMENDATION

It is recommended that the Rossmoor Community Services District (RCSD) Board of Directors approve the Revenue and Expenditure Report for July 2022.

INFORMATION

The Revenue and Expenditure Report is submitted on a monthly basis, as an indication of the District's unaudited year-to-date revenues and expenses. The report reflects the new account numbers used with the new Black Mountain software and interfaces with the RecDesk system.

An Explanation of Significant Variances From Budgeted Amounts is not included because this is the first month of the fiscal year and there is no significant activity to report.

ATTACHMENTS

1. Revenue and Expenditure Report for the month of July 2022

Rossmoor Community Services District
Schedule of Revenues and Expenditures and Changes In Fund Balance - Budget and Actual
For the month ended July 31, 2022

| | Original Budget | Current Month July | Year to Date | Variance | % of Budget |
|----------------------------------|--------------------|--------------------------|------------------|-------------------|--------------|
| Revenues: | | | | | |
| Property taxes | \$ 1,159,000 | \$ 17,190 | \$ 17,190 | \$ 1,141,810 | 1.48% |
| Street light assessments | 390,600 | 5,975 | 5,975 | 366,025 | 1.53% |
| Interest on investments | 3,000 | - | - | 2,500 | 0.00% |
| From Other Governmental Agencies | 150,000 | - | - | 356,000 | 0.00% |
| Permit and Rental Fees | 214,300 | 21,931 | 21,931 | 157,370 | 10.23% |
| Miscellaneous | 35,000 | 207 | 207 | 58,793 | 0.59% |
| Total Revenues | 1,951,900 | 45,302 | 45,302 | 2,082,498 | 2.32% |
| Expenditures: | | | | | |
| Administrative | 1,057,406 | 86,015 | 86,015 | 957,985 | 8.13% |
| Recreation | 60,000 | 6,072 | 6,072 | 48,928 | 10.12% |
| Rossmoor Park | 195,800 | 22,318 | 22,318 | 199,182 | 11.40% |
| Montecito Center | 28,000 | 699 | 699 | 24,701 | 2.50% |
| Rush Park | 214,400 | 12,621 | 12,621 | 235,879 | 5.89% |
| Street Lighting | 100,000 | 8,694 | 8,694 | 91,306 | 8.69% |
| Rossmoor Wall | 1,000 | 110 | 110 | 890 | 11.04% |
| Street Sweeping | 80,000 | 6,538 | 6,538 | 73,462 | 8.17% |
| Parkway Tree | 180,000 | 2,512 | 2,512 | 187,488 | 1.40% |
| Mini-Parks and Median | 14,800 | 651 | 651 | 15,350 | 4.40% |
| Total Expenditures | 1,931,406 | 146,231 | 146,231 | 1,835,169 | 7.38% |
| Changes in Fund Balance | 20,494 | \$ (100,928) | (100,928) | \$ 247,328 | |
| Fund Balance: | | | | | |
| Beginning of Period | 1,385,351 | | 1,385,351 | | |
| End of Period | \$ 1,405,845 | | \$ 1,284,423 | | |

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM E-3

Date: September 13, 2022
To: Honorable Board of Directors
From: General Manager Joe Mendoza
Subject: REVIEW AND APPROVAL OF A PARK USE AGREEMENT BY AND BETWEEN THE ROSSMOOR COMMUNITY SERVICES DISTRICT AND KERRIE DA VANNON: HAPPY HOUR FIT CLUB INSTRUCTOR

RECOMMENDATION

The Rossmoor Community Services District (RCSD) Personnel and Contract Administration Committee recommends that the RCSD Board of Directors approve a Park Use Agreement by and between the RCSD and Kerrie Da Vannon: Happy Hour Fit Club Instructor, for a term of September 13, 2022 to September 12, 2024; Agreement may be extended for up to one additional one year term in the sole discretion of the District General Manager, provided user is in compliance with all provisions of this Agreement.

INFORMATION

In August 2019, the District entered into a Park Use Agreement with Ms. Da Vannon to operate exercise programs at Rossmoor and Rush Parks. Ms. Da Vannon is being charged \$10/hour. Ms. Da Vannon registers her own students and accepts payment directly from her students. The District's only involvement in this Agreement is to secure liability insurance from Ms. Da Vannon and collect the hourly rental rate for use of the parks.

On August 31, 2022, the RCSD Personnel and Contract Administration Committee (Directors Nitikman and Rips) met and reviewed the Agreement between the RCSD and Kerrie Da Vannon: Happy Hour Fit Club Instructor. The Committee recommended having General Counsel prepare the Park User Agreement to forward to the RCSD Board of Directors for approval of a two-year Agreement, with a provision that the Agreement may be extended for up to one additional one year term in the sole discretion of the District General Manager, provided the user is in compliance with all of the provisions of the Agreement. The document prepared by General Counsel is attached.

FISCAL IMPACT

In FY 2021-2022, \$2,100 was collected from Ms. Da Vannon from rental revenue. It is anticipated that similar revenue will be generated in FY 2022-2023.

ATTACHMENTS

1. Park Use Agreement by and between the RCSD and Kerrie Da Vannon: Happy Hour Fit Club Instructor

ROSSMOOR COMMUNITY SERVICES DISTRICT

PARK USE AGREEMENT

KERRIE DAVANNON: HAPPY HOUR FIT CLUB INSTRUCTOR

This Park Use Agreement (“AGREEMENT”) is made and entered into this 13th day of September, 2022 by and between Rossmoor Community Services District (“DISTRICT”), and Kerrie DaVannon (“USER”). The DISTRICT and USER are sometimes referred to in this AGREEMENT, each individually as a “Party,” or collectively, as the “Parties.”

RECITALS

WHEREAS, the Rossmoor Community Services District is a public agency authorized to own, operate, maintain and repair parks and facilities for public recreation;

WHEREAS, the DISTRICT has the authority to establish fees or other charges for use of the two parks operated by the DISTRICT;

WHEREAS, the DISTRICT is establishing a new fee structure for entities that use Rossmoor parks that are for-profit businesses providing exercise classes and coaching services for a fee;

WHEREAS, USER has established an exercise program for the benefit of its members, the majority of whom are residents of Rossmoor;

WHEREAS, USER has operated its exercise programs over the past five years primarily in Rossmoor Parks;

WHEREAS, USER is a for-profit business that charges its members a fee for its services;

WHEREAS, The DISTRICT and USER have mutual interest in continuing to provide exercise programs and offering them to the residents of Rossmoor and other individuals;

WHEREAS, USER desires to continue providing such exercise programs on the terms and conditions set forth in this AGREEMENT; and

WHEREAS, The DISTRICT desires to enter into this AGREEMENT for the non-exclusive use of District parks.

NOW, THEREFORE, DISTRICT AND USER AGREE AS FOLLOWS:

1. USE

- 1.1 USER may use the Rossmoor parks as specified in Exhibit A, Use of Parks, for the provision and administration of outdoor softball instruction and related activities subject to approval by the DISTRICT’s Board of Directors.

Kerrie DaVannon

- 1.2 USER promises and agrees to furnish all labor, materials, tools, equipment, and services necessary to fully and adequately perform its fitness programs. USER shall be responsible for offering, scheduling, and conducting all the outdoor fitness program activities set forth in Exhibit A, Use of Parks, attached hereto.
- 1.3 USER assumes all risk of loss, damage, or harm to such equipment or materials arising in connection with the provisions of such services.
- 1.4 USER is not allowed to distribute and/or sell personal items or equipment.

2. AGREEMENT

- 2.1 DISTRICT grants the USER a non-exclusive permit to utilize District property in accordance with the Use of Parks specified in Exhibit A, attached hereto, and the terms and conditions set forth herein below. The USER shall not use the facilities in any manner contrary to the terms of this AGREEMENT without DISTRICT's prior written consent.
- 2.2 No legal title or leasehold interest in the Facilities is created or vested by the USER by this AGREEMENT.
- 2.3 DISTRICT agrees that the fee charged USER under this AGREEMENT will be the same as those applied to all similar for-profit entities that charge a fee for the same or similar services in Rossmoor parks. For clarification, this provision will specifically apply to individuals or organizational entities that provide guided exercise classes for individuals or groups on a fee-for-service basis and are other than not-for-profit organizations. Further, if any such entity is charged a lower fee, USER will be subject to equal fee rates.

3. TERM & TERMINATION

- 3.1 The initial term of the AGREEMENT shall be from September 13, 2022 to September 12, 2024.
- 3.2 Prior to the expiration of the initial term, this AGREEMENT may be extended for up to one (1) additional one (1) year term in the sole discretion of the District General Manager, provided USER is in compliance with all of the provisions of this AGREEMENT.
- 3.3 The initial term or any additional term may be terminated by DISTRICT upon giving 30 days written notice to USER.
- 3.4 This AGREEMENT, and the permit granted hereunder, may be terminated by the DISTRICT based upon a breach of any of the terms and conditions of this AGREEMENT by the USER. DISTRICT will provide USER notice of the breach

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and be given five days to cure the breach before termination becomes effective.

- 3.5 **Termination by USER.** USER may terminate this AGREEMENT upon giving 30 days written notice to DISTRICT. This AGREEMENT is not transferable or assignable by USER to any other person or entity without the prior written consent of DISTRICT.

4. **SERVICES OF USER**

4.1 USER agrees to the following:

- a. USER will provide all required personnel and be responsible for the supervision of their class(es). USER will furnish all necessary and appropriate equipment and materials.
- b. USER is responsible for the care of all DISTRICT owned equipment and property utilized by the USER. In the event the District's equipment and property are made available through Joint-Use Agreements, USER shall be responsible for the care and proper use of said items.
- c. DISTRICT is not obligated to provide for storage for any USER owned goods, equipment, or materials. In the event that storage is made available, DISTRICT is not responsible for theft, damage, loss, fire, or other event that may cause damage to USER property.

4.2 **Standard of Performance.** USER agrees that all exercise classes shall be performed in a competent, professional, manner, and that all goods, materials, equipment or personal property used in the classes shall be of good quality, fit for the purpose intended.

4.3 **USER** stipulates that he/she is trained and qualified to teach or conduct courses.

4.4 **Professionalism.** USER agrees to treat parks patrons, passersby, DISTRICT staff and agents with respect and act in a professional manner. Inappropriate conduct or attitude towards any of the above may result in termination of this agreement.

4.5 **Facility Availability.** USER agrees that the DISTRICT cannot guarantee park location and assignment of such. Assignments are determined based on availability of each facility and class size.

5. **COMPENSATION:** USER may charge fees for Services rendered under this AGREEMENT as follows:

5.1 USER shall be solely responsible for imposing and collecting all fees charged for its fitness classes.

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- 5.2 USER shall not be entitled to expense reimbursements or any other amounts in connection with performance of this AGREEMENT.
- 5.3 USER shall be responsible for registration of participants, refund processing, and marketing for all classes and programs.
- 5.4 The DISTRICT has the right to observe any instructional class conducted by USER at no charge.

6. INDEPENDENT USER

- 6.1 USER shall perform all activities described herein as an independent USER of DISTRICT's facilities and shall remain at all times wholly independent of the DISTRICT.
- 6.2 DISTRICT shall not in any way or for any purpose become or be deemed to be a partner of USER in its business or otherwise, or a joint venturer, or a member of any joint enterprise with USER.
- 6.3 USER shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of DISTRICT. Neither USER nor any of USER's employees shall, at any time, or in any way, be entitled to any sick leave, vacation, retirement, or other fringe benefits from the DISTRICT; and neither USER nor any of its employees shall be paid by DISTRICT time and one-half for working in excess of forty (40) hours in any one week.
- 6.4 DISTRICT is under no obligation to withhold State and Federal tax deductions from USER's compensation. Neither USER nor any of USER's employees shall have any property right to any position, or any of the rights an employee may have in the event of termination of this AGREEMENT.

7. USE OF PREMISES

- 7.1 **Schedule of Use.** USER shall comply with the Use of Parks attached in Exhibit A. DISTRICT reserves the right to use, sublease, or issue permits for areas of the Rossmoor parks to third parties. USER is aware and acknowledges that the Schedule of Use is subject to change with 15 days notice 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.
- 7.2 **No Unlawful Uses.** USER shall only be permitted to use the Premises for instructional service activities and programs and USER agrees not to use the Premises for any immoral or unlawful purpose.
- 7.3 **Preservation of Insurance.** USER shall not commit any acts on the facilities, nor

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use the facilities in any manner that will cause the cancellation of any fire, liability, or other insurance policy insuring the facilities or the improvements on the facilities.

7.4 **No Waste or Nuisance.** USER shall not commit any waste or any public or private nuisance upon the facilities.

7.5 **Legal Compliance.** USER shall not violate any federal, state, or District law, rule, regulation or order of court that may be applicable to the use of the Premises.

8. INDEMNIFICATION

8.1 USER 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 fitness classes and/or USER's use of District property hereunder or USER's failure to comply with any of its obligations continued 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 USER's legal counsel unacceptable, then USER shall reimburse the District its costs of defense, including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation. The USER 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.

8.2 The requirements as to the types and limits of insurance coverage to be maintained by USER as required by Section 9, 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 USER pursuant to this AGREEMENT, including, without limitation, to the provisions concerning indemnification.

9. INSURANCE

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

9.1 **Workers Compensations Insurance As Required By Law.** CONTRACTOR shall require all subcontractors similarly to provide such Workers Compensation insurance for their respective employees. 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

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subrogation against the DISTRICT, its officers, agents, employees, and volunteers for losses arising from work performed by the CONTRACTOR for District.

- 9.2 Commercial or Comprehensive General Liability Coverage. CONTRACTOR 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.
- 9.3 Automobile Liability Coverage. CONTRACTOR shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the CONTRACTOR 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.
- 9.4 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. CONTRACTOR also agrees to require all contractors, and subcontractors to do likewise.
- 9.4.1 “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 CONTRACTOR”
- 9.5 This policy shall be considered primary insurance with respect to 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, shall be considered excess insurance only and shall not contribute with this policy.
- 9.6 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.
- 9.7 The insurer waives all rights of subrogation against the DISTRICT, its elected or appointed officers, officials, employees, or agents.

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- 9.8 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.
- 9.9 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.
- 9.10 CONTRACTOR agrees to provide immediate notice to DISTRICT of any claim or loss against CONTRACTOR 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.
- 9.11 Any deductibles or self-insured retentions must be declared to and approved by the DISTRICT. At the DISTRICT'S option, the CONTRACTOR shall demonstrate financial capability for payment of such deductibles or self-insured retentions.
- 9.12 The CONTRACTOR 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.
- 9.13 Failure on the part of the CONTRACTOR 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 3, above.

10. MISCELLANEOUS

- 10.1 **Entire Agreement.** This AGREEMENT, dated September 6, 2016 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 AGREEMENT in whole or in part unless such purported agreement is in writing and signed by the party against whom enforcement is sought.
- 10.2 **Applicable Law.** This AGREEMENT shall be governed and interpreted in accordance with the laws of the State of California.
- 10.3 **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.

Kerrie DaVannon

10.4 **Counterparts.** This AGREEMENT may be executed in multiple counterparts each of which shall be deemed an original for all purposes.

10.5 **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.

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

DISTRICT:

Joe Mendoza
General Manager
Rossmoor Community Services District

By: _____
Kerrie DaVannon

Kerrie DaVannon

Exhibit A: Use of Parks

I. USER Classes

A. USER will provide instructional services for outdoor athletic instruction for up to eleven, one-hour classes per week as set forth on the schedule below. The average size of the classes will not exceed fifteen.

| Time | Monday | Tuesday | Wednesday | Thursday | Friday |
|----------|------------|-----------|-------------------|------------|----------------------|
| 8:45 am | Rush Park | Rush Park | Rush Park | Rush Park | Rossmoor Park |
| 10:00 am | Rush Park | | Rush Park | | Rossmoor Park |
| 1:45 pm | | | Rush Park (kids)* | | |
| 5:00 pm | Rush Park* | | | Rush Park* | |

B. DISTRICT agrees to make available to the USER designated space in its parks according to the schedule and the attached diagram.

C. DISTRICT and USER will meet regularly to modify the intended schedule and designate specific areas of the park for each class held by USER.

1. Requests for additional dates and/or hours of use shall be submitted within 30 days of request. Additional requests may require authorization by the General Manager and/or approval of the Board.
2. DISTRICT may modify the schedule in response to unforeseen circumstances with as much notification to USER as possible.

D. Neither DISTRICT nor USER may modify the schedule or location of the classes without giving the other party 15-days notice.

E. DISTRICT will provide USER with the schedule and location of all maintenance so that USER may avoid interference.

F. USER will maintain a record of the time, location and the number of participants for each class held by USER on DISTRICT parks. USER will submit a summary report of this data to DISTRICT each quarter.

Kerrie DaVannon

II. USER FEES

- A. Hourly use charge of \$10.00 per hour paid within 15 days of the end of each quarter.

III. USE OF DISTRICT PROPERTY

Any violations of the following regulations may result in Termination of AGREEMENT:

- A. Equipment provided by USER may not exceed 25 pounds in weight.
- B. Park equipment and installations may not be used for exercise activity including, but not limited to light poles, drinking fountains, bleachers, picnic tables, benches, railings, chain link fencing, trees, freestanding signs, bike racks, and barbeque grills.
 - 1. The only exception is for equipment designed for adult exercising.
 - 2. Adults may not exercise on playground equipment.
 - 3. Class participants will be permitted to place personal belongings on the benches and participants are permitted to sit on the benches. However, DISTRICT will have no liability for loss or damage to personal belongings.
- C. Walkways, sidewalks and any public shared access areas may not be blocked or used by fitness classes.
- D. Temporary marking of hard surfaces with chalk or other informative materials is prohibited. Spray chalk may not be used on the grass
- E. DISTRICT acknowledges that music is an integral part of USER's exercise program. However, no music may be played at a volume that would be a nuisance to other users of the park or nearby residents, which shall be determined in the discretion of DISTRICT.
- F. Permit holders must display a District-issued name badge or display card, printed with photograph and name, at all times while conducting instruction, classes or camps.
- G. Permit holders shall follow staff instructions regarding locations in order to avoid damage to park facilities or turf areas, and to avoid interfering with maintenance schedules.
- H. Permit holders must be at least 50 feet from sidewalks, picnic areas, playgrounds, buildings, and other user groups.
- I. Instruction is not to take place before 7:00am or after 8:00pm (5:00pm during daylight savings)
- J. Classes will not be permitted on weekends, Saturdays, or holidays.

Kerrie DaVannon

IV. PARTICIPANT WAIVER

Each participant must sign a waiver, the form of which is included below, and maintained by USER in a file.

RELEASE, HOLD HARMLESS AND AGREEMENT NOT TO SUE

I hereby release, discharge and agree not to sue Rossmoor Community Services District, including its officers, employees, and agents, (hereinafter the "District") for any injury, death or damage to or loss of personal property arising out of, or in connection with, my and/or my child's participation in the Happy Hour Fit Club Program from whatever cause, including the active or passive negligence of the District or any other participants in the Happy Hour Fit Club Program. The parties to this agreement understand that this document is not intended to release any party from any act or omission of "gross negligence," as that term is used in applicable case law and /or statutory provision. In consideration of being permitted to participate in the Happy Hour Fit Club Program I hereby agree, for myself, my heirs, administrator, executors and assigns, that I shall defend, indemnify and hold harmless the District from any and all claims, demands, actions or suits arising out of or in connection with my and/or my child's participation in the Happy Hour Fit Club Instruction Program.

I HAVE CAREFULLY READ THIS RELEASE, HOLD HARMLESS AND AGREEMENT NOT TO SUE AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT IT IS A FULL RELEASE OF ALL LIABILITY AND SIGN OF MY OWN FREE WILL.

PARTICIPANT:

(Please Sign)

By: _____
(Please Print)

Name & Title: _____
(Please Print)

Kerrie DaVannon

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM E-4

Date: September 13, 2022

To: Honorable Board of Directors

From: General Manager Joe Mendoza

Subject: REVIEW AND APPROVAL OF A ONE-YEAR EXTENSION TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE ROSSMOOR COMMUNITY SERVICES DISTRICT AND MICHAEL EUGENE RANESES FOR HEARING OFFICER SERVICES

RECOMMENDATION

The Rossmoor Community Services District (RCSD) Personnel and Contract Administration Committee recommends that the RCSD Board of Directors approve a one-year extension to the Professional Services Agreement (PSA) between the RCSD and Michael Eugene Raneses for Hearing Officer Services, effective November 10, 2022 through November 9, 2023.

INFORMATION

The RCSD entered into a Professional Services Agreement for Hearing Officer Services with Michael Eugene Raneses on November 10, 2020. The PSA specified the option to extend by mutual written agreement of the District and Michael Eugene Raneses for a maximum of four additional one-year extensions. A one-year extension was granted in 2021, effective November 10, 2021 through November 9, 2022. Therefore, another one-year extension is being requested that would be effective November 10, 2022 through November 9, 2023.

For the past two years, Mr. Raneses has presided over a number of tree hearings. He has represented the District well, and provided civil citation hearing services in a professional manner. As the Hearing Officer, he follows up with the parties involved in accordance with sound professional practices. This has been very helpful to the District because it provides a neutral authority to oversee the hearings and make the final determination.

Mr. Raneses has indicated that he would like to extend the term of the Professional Services Agreement with the RCSD for one year. He is not requesting any change in the rate currently being charged: \$100 per hour; annual compensation not to exceed \$5,000. Mr. Raneses was paid \$550 for FY 2021-2022. This amount was offset by \$2,400 collected in tree fines.

On August 31, 2022, the RCSD Personnel and Contract Administration Committee (Directors Nitikman and Rips) met to review Mr. Raneses PSA and his request to extend the term of the agreement for one year, beginning November 10, 2022 through November 9, 2023. The Committee recommended forwarding the PSA to the RCSD Board of Directors for approval of a one-year extension.

RCSD Legal Counsel Preziosi has indicated that should the District approve the renewal of Mr. Raneses' PSA, the General Manager should prepare a letter indicating the agreement will be extended for the term of one year upon agreement by both parties; upon acceptance, the letter will be executed by Mr. Raneses and the General Manager.

FISCAL IMPACT

It is not anticipated that there will not be any fiscal impact for this item. The fines collected offset the cost of the Hearing Officer.

ATTACHMENTS

1. Professional Services Agreement for Hearing Officer Services with Michael Eugene Raneses 2020-2021
2. Draft letter to extend Professional Services Agreement with Michael Raneses through November 9, 2023

**ROSSMOOR COMMUNITY SERVICES DISTRICT
PROFESSIONAL SERVICES AGREEMENT FOR HEARING OFFICER SERVICES
WITH MICHAEL EUGENE RANESES
(2020-2021)**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 10th day of November, 2020 ("Effective Date") by and between the ROSSMOOR COMMUNITY SERVICES DISTRICT, a public agency ("District") and MICHAEL EUGENE RANESES, an individual ("Consultant").

WITNESSETH:

A. WHEREAS, District proposes to utilize the services of Consultant as an independent contractor to provide civil citation hearing officer services, as more fully described herein; and

B. WHEREAS, Consultant represents that it has that degree of specialized expertise contemplated within California Government Code section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

C. WHEREAS, District and Consultant desire to contract for the specific services described in Exhibit A and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

D. WHEREAS, no official or employee of District has a financial interest within the provisions of sections 1090-1092 of the California Government Code in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in the Scope of Work, attached hereto as Exhibit A and incorporated herein by this reference.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise District of any changes in any laws that may affect Consultant's performance of this Agreement.

1.3. Performance to Satisfaction of District. Consultant agrees to perform all work to the complete satisfaction of the District. Evaluations of the work will be done by the District

Manager or his or her designee. If the quality of work is not satisfactory, District in its discretion has the right to:

- (a) Meet with Consultant to review the quality of the work and resolve the matters of concern;
- (b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including but not limited to those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; Workers' Compensation insurance and safety in employment; and all other federal, state and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless District from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against District for or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

1.5. Non-Discrimination. In performing this Agreement, Consultant shall not engage in nor permit its agents to engage in discrimination in employment of persons because of their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or veteran status, except as permitted pursuant to section 12940 of the Government Code.

1.6. Non-Exclusive Agreement. Consultant acknowledges that District may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of District. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense.

1.8. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of District. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by District. District shall grant such authorization if disclosure is required by law.

All District data shall be returned to District upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid an hourly rate of one hundred dollars (\$100.00) per hour. Consultant's annual compensation shall not exceed five thousand dollars (\$5,000.00).

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal unless the District Manager or designee, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Consultant may submit invoices to the District for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Consultant's services which have been completed to District's sole satisfaction. District shall pay Consultant's invoice within forty-five (45) days from the date District receives said invoice. Each invoice shall describe in detail the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to District or its Project Manager for inspection and/or audit at mutually convenient times from the Effective Date until three (3) years after termination of this Agreement.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. Unless otherwise agreed to in writing by the parties, the professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for

a period of one (1) year, ending on November 10, 2021, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. This Agreement may be extended by four (4) additional one (1) year periods upon mutual written agreement of both parties.

4.2. Notice of Termination. The District reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the District.

4.3. Compensation. In the event of termination, District shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of District's written notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the District or in the possession of the Consultant.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the District within ten (10) days of delivery of termination notice to Consultant, at no cost to District. Any use of uncompleted documents without specific written authorization from Consultant shall be at District's sole risk and without liability or legal expense to Consultant.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated A, Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by District:

- (a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than one million dollars (\$1,000,000.00) combined single limits per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.
- (b) Automobile liability for owned vehicles, hired, and non-owned vehicles for bodily injury and property damage.

- (c) Workers' Compensation insurance as required by the State of California. Consultant agrees to waive and to obtain endorsements from its Workers' Compensation insurer waiving subrogation rights under its Workers' Compensation insurance policy against the District, its officers, agents, employees, and volunteers arising from work performed by Consultant for the District and to require each of its subcontractors, if any, to do likewise under their Workers' Compensation insurance policies.
- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than one million dollars (\$1,000,000.00) combined single limits per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain said E&O liability insurance during the life of this Agreement and for three (3) years after completion of the work hereunder.

5.2. Endorsements. The commercial general liability insurance policy and automobile liability policy shall contain or be endorsed to contain the following provisions:

- (a) Additional insureds: "The Rossmoor Community Services District and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the District; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."
- (b) Notice: "Said policy shall not terminate, be suspended or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to District."
- (c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as it respects the Rossmoor Community Services District, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the Rossmoor Community Services District shall be excess and not contributing with the insurance provided by this policy."
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the Rossmoor Community Services District, its officers, officials, agents, employees, and volunteers.
- (e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.3. Deductible or Self-Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by District. No policy of insurance issued as to which the District is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.4. Certificates of Insurance. Consultant shall provide to District certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by District, prior to performing any services under this Agreement.

5.5. Non-Limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The 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 and agreements on behalf of the District, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. Unless otherwise designated by District, the District General Manager or his or her designee shall be the Project Manager to work directly with Consultant in the performance of this Agreement.

Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with District during the term of this Agreement. Consultant or its Project Manager shall attend and assist in all coordination meetings called by District.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: (a) at the time of delivery if such communication is sent by personal delivery, and (b) forty-eight (48) hours after deposit in the U.S. Mail as reflected by the official U.S. postmark

if such communication is sent through regular United States mail.

| | |
|---|--|
| <p>IF TO CONSULTANT: Michael Eugene Raneses 2409 Mira Monte Court Tustin, CA 92782 Tel: (714) 287-4999</p> | <p>IF TO DISTRICT: Rossmoor Community Services District Attn: Joe Mendoza, General Manager 3001 Blume Dr. Rossmoor, CA 90814</p> <p>COURTESY COPY TO: Jones & Mayer Attn: Tarquin Preziosi, General Counsel 3777 N. Harbor Blvd. Fullerton, CA 92835</p> |
|---|--|

6.5. [intentionally deleted].

6.6. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.7. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.

6.8. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant'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 Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.9. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the District, its elected officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the District, its elected officials, officers, agents and employees arising out of the performance of the Consultant, 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 the Consultant, 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 the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the District, its elected officials, officers, agents and employees based upon the work performed by the

Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the District for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the District. This provision shall supersede and replace all other indemnity provisions contained either in the District's specifications or Consultant's Proposal, which shall be of no force and effect.

6.10. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of District. Consultant shall have no power to incur any debt, obligation, or liability on behalf of District or otherwise act on behalf of District as an agent. Neither District nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of District. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold District harmless from any and all taxes, assessments, penalties, and interest asserted against District by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold District harmless from any failure of Consultant to comply with the applicable Worker's Compensation laws. District shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to District from Consultant as a result of Consultant's failure to promptly pay to District any reimbursement or indemnification arising under this paragraph.

6.11. [intentionally deleted.]

6.12. Cooperation. In the event any claim or action is brought against District relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which District might require.

6.13. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of District. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of District. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of District and without liability or legal exposure to Consultant. District shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from District's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to District any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by District or its authorized representative, at no additional cost to the District.

6.14. Public Records Act Disclosure. Consultant 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 Consultant, 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 California Government Code section 6254.7, and of which Consultant informs District of such trade secret. The 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.

6.15. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code sections 81000, *et seq.*) and Government Code section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the District Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.16. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the District's representative, regarding any services rendered under this Agreement at no additional cost to District. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to District, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of District and to participate in any meeting required with regard to the correction.

6.17. Prohibited Employment. Consultant will not employ any regular employee of District while this Agreement is in effect.

6.18. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

6.19. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except

as expressly provided herein.

6.20. Binding Effect. This Agreement binds and benefits the parties and their respective permitted successors and assigns.

6.21. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of District and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.22. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.23. 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.

6.24. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.25. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.26. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.27. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.28. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CONSULTANT

Michael Raneses
Michael Eugene Raneses

Date: November 12, 2020

556-60-6219
Social Security or Taxpayer ID Number

ROSSMOOR COMMUNITY SERVICES DISTRICT

M. Maynard
Michael Maynard
Board President

Date: 11-13-2020

APPROVED AS TO FORM FOR DISTRICT

Tarquin Preziosi
Tarquin Preziosi
General Counsel

Date: November 13, 2020

EXHIBIT A

SCOPE OF WORK - HEARING OFFICER

Introduction

A Hearing Officer is responsible for ensuring due process by performing quasi-judicial duties by presiding over civil citations. The District's powers involve issuing civil citations to encourage compliance with the provisions of specified District Policies. The Hearing Officer is responsible for conducting administrative reviews requested by person(s) receiving a civil citation. After considering all the evidence and testimony submitted at the administrative review, the Hearing Officer shall issue a written decision to uphold or dismiss the citation.

General Scope of Work

In accordance with Policy No. 3098, Administrative Citations, the Hearing Officer's duties include:

- Performing professional level work as an independent, unbiased contractor to the District.
- Conducting hearings for administrative reviews of civil citations that are contested by the citee on a date at least ten (10) days but not more than thirty (30) days after the citee requests a hearing, and upon at least 10 days' written notice to the citee. The Hearing Officer also conducts hardship hearings to consider a waiver of civil citation fees.
- Scheduling hearings with the District, which hearing duration will generally vary from one (1) to three (3) hours.
- Reviewing pertinent public records on the citation, citation records and/or reports reviewed from the District staff (which may include consultants), including information showing all fine deposits and fee waivers granted.
- Receiving testimony from the citee and reviewing evidence relevant to financial hardship and the Policy violation specified in the citation.
- Receiving evidence on the citation, and any other reports prepared by the District staff concerning the Policy violation and any attempted correction of the violation if applicable.
- Receiving testimony from the District staff if they are present and if requested.
- Continuing a hearing if a request is made by the citee, or the citee's representative, or the representative of the District, upon a showing of good cause. If the request for continuance is denied, the hearing shall proceed as scheduled.
- After considering all the evidence and testimony submitted at the administrative review, issuing a Notice of Decision to uphold the citation or cancel it based upon a conclusion of whether or not a violation occurred for which the citee was a responsible person. The Hearing Officer has no discretion or authority to reduce or modify a fine.
- In the event of a conflict between Policy No. 3098 and this Scope of Work, Policy No.3098 shall control the interpretation of this Scope of Work.



ROSSMOOR COMMUNITY SERVICES DISTRICT

3001 BLUME DRIVE, ROSSMOOR, CA 90720 / (562) 430-3707 / FAX (562) 431-3710

September 14, 2022

Mr. Michael Raneses
P.O. Box 3124
Tustin, CA 92781

Dear Mr. Raneses:

Thank you for providing Hearing Officer Services to the Rossmoor Community Services District (RCSD) from November 2020 to the present. At their regular Board meeting on September 13, 2022, the RCSD Board of Directors approved the extension of your Professional Services Agreement (PSA) for one year – November 10, 2022 through November 9, 2023.

The PSA that was executed in November 2020 between the District and you provides the option to extend the agreement by mutual written agreement of the District and yourself. Please sign below and return this letter to me. Upon receipt, we will complete the renewal process and send you a fully executed copy of this letter.

Thank you for your service to the District. We appreciate your assistance and the professional manner in which you perform your duties.

Sincerely,

Joe R. Mendoza
General Manager

**Extension of Professional Services Agreement for Hearing Officer Services between
the Rossmoor Community Services District and Michael Eugene Raneses
November 10, 2022 – November 9, 2023**

Accepted by:

Michael Eugene Raneses

Joe R. Mendoza, General Manager
Rossmoor Community Services District

Date: _____

Date: _____

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM H-1

Date: September 13, 2022

To: Honorable Board of Directors

From: General Manager Joe Mendoza

Subject: REVIEW AND APPROVAL OF A PROFESSIONAL CONSULTING SERVICES AGREEMENT BETWEEN ROSSMOOR COMMUNITY SERVICES DISTRICT AND GOVERNMENT FINANCIAL SERVICES FOR CONSULTING SERVICES RELATED TO THE EFFECTIVENESS AND EFFICIENCY OF THE DISTRICT'S FINANCIAL ACTIVITIES

RECOMMENDATION

The Rossmoor Community Services District (RCSD) Personnel and Contract Administration Committee recommends that the RCSD Board of Directors approve a Professional Consulting Services Agreement between Rossmoor Community Services District and Government Financial Services for Consulting Services related to the Effectiveness and Efficiency of the District's Financial Activities, effective on October 11, 2022 until October 10, 2024 (Attachment 1).

BACKGROUND

In October 2020, the RCSD Board of Directors authorized the reorganization of the Accounting Division. At that time, direction was given to the General Manager to retain the services of a financial consultant on an interim basis to begin looking at the restructuring of the accounting and financial functions of the District. As a result, it was determined that it would be most cost effective for the District for the general financial and accounting functions to be provided by a consultant through a Professional Services Agreement, rather than by a full-time District employee. This would allow for professional level accounting service and greater transparency and oversight. Therefore, the RCSD entered into a Professional Services Agreement for general financial and accounting advisory services with The Pun Group LLP on December 3, 2020, at a rate of \$5,000 per month/\$60,000 annually.

At the October 12, 2021 RCSD Board of Directors meeting, the Board approved the extension of the Professional Services Agreement (PSA) with The Pun Group LLP for general financial and accounting advisory services for the RCSD for one year (through October 12, 2022) at a rate of \$5,000 per month/\$60,000 annually. Although a 3% cost-of-living increase was requested, the Board did not grant it.

To date, The Pun Group has initiated the restructuring of the Accounting Division, assisted in preparing the FY 2021-2022 and FY 2022-2023 budgets, and works with the Auditor for the District's annual audit. The Pun Group also oversees the cash collections and recording of revenues, processes accounts payable, performs bank reconciliations, maintains the general ledger and produces financial reports for Board purposes. The Pun Group is also in

the process of working with RCSD staff to complete the integration of the new Black Mountain Software to upgrade the District's accounting system.

With The Pun Group PSA up for renewal, the Board directed the General Manager to identify other firms so that an appropriate comparison could be done.

On August 31, 2022, the RCSD Personnel and Contract Administration Committee (Directors Nitikman and Rips) met and reviewed information about three firms that could provide the financial consulting services needed by the District.

INFORMATION

At their meeting on August 31, 2022, the RCSD Personnel and Contract Administration Committee identified General Financial Services (GFS) as the firm they would recommend to the RCSD Board of Directors for financial consulting services. GFS is operated by Michael Matsumoto, a CPA and Attorney. He has extensive background providing financial consulting and accounting services to local government agencies throughout Los Angeles and Orange Counties. He currently provides accounting services to the City of La Palma and is retained by the City of Artesia to do extensive restructuring and updating to their accounting department. Mr. Matsumoto is well respected by the cities he has served and has extensive experience serving municipalities (Attachment 2).

GFS's rate is \$6,000 per month/\$72,000 annually. It should be noted that of the three firms considered, GFS's rate was the lowest submitted.

General Counsel Tarquin Preziosi has reviewed the PCSA and approved its content.

Based on the recommendation of the RCSD Personnel and Contract Administration Committee, it is recommended that the RCSD Board of Directors approve *Professional Consulting Services Agreement between Rossmoor Community Services District and Government Financial Services for Consulting Services related to the Effectiveness and Efficiency of the District's Financial Activities*, effective on October 11, 2022 until October 10, 2024. The Right to Cancel clause states that either party may cancel this Agreement with or without cause, by giving the other party a 15-day written notice.

FISCAL IMPACT

The FY 2022-2023 has \$60,000 budgeted for Outsource Financial Consultant Services. The rate from GFS is \$6,000 per month/\$72,000 for FY 2022-2023. The additional \$12,000 would need to be accommodated through a budget adjustment. Suggestions to mitigate the impact of this added amount are:

- Currently, there is a vacant part-time Maintenance/Recreation Assistant position open. The annual salary is budgeted for \$16,194.56; \$12,000 from this vacant position could be transferred to Outsource Financial Consultant Services. The remaining \$4,194.56 could be utilized to hire a seasonal worker (i.e. summer at 15 hours a week for four months) to support recreation and maintenance.

ATTACHMENTS

1. Professional Consulting Services Agreement between Rossmoor Community Services District and Government Financial Services for Consulting Services related to the Effectiveness and Efficiency of the District's Financial Activities
2. Experience and Client List for GFS/Michael Matsumoto

**PROFESSIONAL CONSULTING SERVICES AGREEMENT
BETWEEN ROSSMOOR COMMUNITY SERVICES DISTRICT AND
GOVERNMENT FINANCIAL SERVICES FOR CONSULTING SERVICES
RELATED TO THE EFFECTIVENESS AND EFFICIENCY OF THE
DISTRICT'S FINANCIAL ACTIVITIES**

THIS AGREEMENT is made and entered into on September 13, 2022 by the Rossmoor Community Services District, a Community Services District (hereinafter referred to as "DISTRICT") and Governmental Financial Services (hereinafter referred to as "CONTRACTOR") with the principal place of business at 3972 Barranca Parkway, Suite J411, Irvine, CA 92606 with said CONTRACTOR'S business license issued in Irvine, California. DISTRICT and CONTRACTOR are collectively referred to herein as Parties and each a Party to this Agreement.

**ARTICLE 1
TERM AND EFFECTIVE DATE OF AGREEMENT**

1.0 This Agreement shall become effective on October 11, 2022, and shall remain in effect until October 10, 2024.

1.1 All parties agree the DISTRICT is under no obligation to use the services of the CONTRACTOR during the term of this Agreement.

**ARTICLE 2
RIGHT TO CANCEL**

2.0 Either party may cancel this Agreement with or without cause, by giving the other party a fifteen (15) day written notice. Upon cancellation, the DISTRICT will pay the CONTRACTOR for services performed to the date of termination. The parties acknowledge and agree that the right to cancel is a negotiated term of this Agreement and not intended, in any way, to affect the status of CONTRACTOR as an independent CONTRACTOR.

**ARTICLE 3
INDEPENDENT CONTRACTOR**

3.0 CONTRACTOR agrees that any and all members of the CONTRACTOR'S business are independent CONTRACTOR(s) and no employee-employer, partnership, joint venture, or agency relationship exists between the CONTRACTOR and the DISTRICT. CONTRACTOR enters into this Agreement and will remain throughout the term of the Agreement as an independent CONTRACTOR. CONTRACTOR agrees it is not and will not become an employee, partner, agent or principal of the DISTRICT while this Agreement is in effect solely because of the existence of this Agreement. CONTRACTOR agrees it is not entitled to the rights and benefits of DISTRICT employees, including disability or unemployment insurance, workers' compensation, medical insurance, sick leave, retirement, or any other employment benefit including benefits under California Public Employees' Retirement System. CONTRACTOR is responsible for providing, at its own expense, disability or unemployment and other

insurance, workers' compensation, training, permits and licenses for CONTRACTOR and for CONTRACTOR's employees and subcontractors.

ARTICLE 4

FINANCIAL CONSULTING SERVICES RELATED TO THE EFFECTIVENESS AND EFFICIENCY OF THE DISTRICT'S FINANCIAL ACTIVITIES

4.0 SPECIFIC SERVICES

CONTRACTOR agrees to provide evaluation of the effectiveness and efficiency of the municipal financial activities, operations, and programs; to provide management consultant services to the DISTRICT Manager and senior management; and to provide a variety of specialized finance and accounting services to assist the DISTRICT recording and maintaining the general ledger.

4.1 SCOPE OF SERVICES.

CONTRACTOR will generally provide services to the DISTRICT on Wednesdays. If CONTRACTOR has a conflict on a Wednesday, CONTRACTOR will arrange alternate dates with the DISTRICT. CONTRACTOR agrees to provide the following services:

- (a) Prepare a brief one-page step-by-step process to print a check (after learning the process from the District).
- (b) Process accounts payable twice per month using backup provided by the District including approval to pay. Payments will be processed on the District's financial system.
- (c) Prepare a list of monthly warrants for the Board by the tenth of the following month.
- (d) Reconcile the bank account monthly.
- (e) Prepare monthly financial summary reports for the Board within two months of month end.
- (f) Assist with the annual audit.
- (g) Assist with the preparation of the annual budget.
- (h) Attend Board Meetings approximately four times per year (most will be Budget Hearings).
- (i) The DISTRICT represents that they have fully implemented Black Mountain Software. The DISTRICT will need to show CONTRACTOR how this system operates and interfaces with other software. CONTRACTOR will not provide any conversion services under the fixed monthly fee of this agreement.
- (j) No investment advice or investment services will be provided.
- (k) No decisions or approvals of the CONTRACTOR will be valid. DISTRICT staff must make all decisions and approvals.
- (l) No staff supervision or directions will be valid. Any CONTRACTOR suggestions can only be deemed a suggestion from the public or someone from another agency. DISTRICT staff must supervise and direct DISTRICT staff.

4.2 STANDARD OF PERFORMANCE

CONTRACTOR represents that each individual who CONTRACTOR utilizes will be a Certified Public Accountant, licensed in the State of California and has the qualifications and skills necessary to perform the services under this Agreement in a

competent and professional manner, without the advice or direction of the DISTRICT. The individuals providing services being licensed Certified Public Accountants is a requirement of this Agreement.

4.3 CERTIFICATION OR REGISTRATION

CONTRACTOR agrees that all individuals who provide services to the DISTRICT will maintain certifications as a Certified Public Accountants. DISTRICT may request CONTRACTOR to submit proof of CONTRACTOR's current certifications at any time during the term of the Agreement.

4.4 EXPENSES AND TAXES

CONTRACTOR agrees to pay all fees, fines, taxes, or other costs of doing business related to CONTRACTOR's services. DISTRICT will not withhold any taxes for CONTRACTOR. If the Internal Revenue Service or any other Federal or State governmental agency should inquire about CONTRACTOR's status as an independent contractor, each party with notice agrees to inform the other party and allow the other party to participate in any discussion or negotiation with the agency.

4.5 AVAILABILITY

CONTRACTOR, at CONTRACTOR's sole discretion, will determine whether or not the firm is available to accept a DISTRICT project.

4.6 NON-EXCLUSIVITY

CONTRACTOR is not required to perform services exclusively for the DISTRICT, and, subject to any applicable conflict of interest laws, rules, or procedures of DISTRICT, may perform services for any other person or entity, provided other services do not interfere with the services CONTRACTOR has agreed to provide under this Agreement.

4.7 TOOLS, MATERIALS AND EQUIPMENT

CONTRACTOR agrees to supply all tools, materials and equipment required to perform the services under this Agreement.

4.8 MEANS, DETAILS AND MEANS OF PERFORMANCE

CONTRACTOR has complete and sole discretion for the manner in which the work under this Agreement will be performed. CONTRACTOR has complete and sole discretion regarding who will perform the services under this Agreement.

ARTICLE 5 CONTRACTOR'S COORDINATORS

5.0 CONTRACTOR'S assistants are not authorized to make changes to this Agreement.

ARTICLE 6 PAYMENT FOR SERVICES

6.0 Compensation

CONTRACTOR shall provide the services described in this Agreement regarding accounting services and shall be compensated at a flat monthly rate of six-thousand dollars (\$6,000.00). This rate will be prorated based on the start and end dates of commencement of services under Agreement. Total compensation under this Agreement shall not exceed seventy-two thousand dollars (\$72,000.00) per year without prior authorization of the DISTRICT's Board of Directors.

6.1 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. Extra Work, if approved, shall be charged at a rate of \$155 per hour. Any Extra Work totaling more than \$5,000.00 per calendar year shall require prior approval of the Board of Directors.

ARTICLE 7 SUBMISSION OF INVOICES

7.0 Unless otherwise stated, the CONTRACTOR shall submit invoices no later than thirty (30) days from the end of each month.

7.1 CONTRACTOR shall submit written invoices.

7.2 CONTRACTOR's invoice must include the project descriptions.

ARTICLE 8 MISCELLANEOUS PROVISIONS

8.0 WORK PRODUCT

CONTRACTOR hereby agrees that all work products produced pursuant to this Agreement, and provided to DISTRICT during and upon completion of this Agreement, shall be the property of the DISTRICT and ownership of said work product shall be retained by the DISTRICT. CONTRACTOR may retain copies and files used in the preparation of any work product; however, the CONTRACTOR shall not distribute the information to anyone unless directed by the DISTRICT.

8.1 REPRESENTATIONS AND WARRANTIES

CONTRACTOR represents and warrants the following statements are true:

- (a) NO GRATUITIES. CONTRACTOR has not directly or indirectly offered or given any gratuities (in the form of entertainment, gifts, or otherwise,) to any DISTRICT personnel to secure this Agreement or to secure favorable treatment with respect to any determinations concerning the performance of this Agreement.

- (b) NO CONFLICT OF INTEREST. CONTRACTOR has no interest that would constitute a conflict of interest, and the scope of services does not fall within the requirements for filing an annual conflict of interest statement (Form 700).
- (c) NO INTERFERENCE WITH OTHER AGREEMENTS. This Agreement does not constitute a conflict of interest or default under any other DISTRICT Agreement.
- (d) COMPLIANCE WITH LAWS. CONTRACTOR is in compliance with all laws, rules and regulations applicable to CONTRACTOR's business and CONTRACTOR pays all undisputed debts when they come due.
- (e) NON-DISCRIMINATION/NO HARASSMENT. CONTRACTOR does not unlawfully discriminate against any employee or applicant for employment because of age, ancestry, color, creed, disability (mental and physical) including HIV and AIDS, marital and domestic partner status, medical condition, national origin, race, religion, request for family and medical care leave, sex (including gender identity), and sexual orientation. CONTRACTOR does not engage in unlawful harassment, including sexual harassment, with respect to any persons with whom CONTRACTOR may interact with in the performance of this Agreement. CONTRACTOR takes all reasonable steps to prevent harassment from occurring.

8.2 CHANGES IN WORK

The CONTRACTOR agrees that any changes, additions, deletions, or modifications to the services provided under this Agreement shall be written.

8.3 LIMITATIONS OF LIABILITY

DISTRICT will not be liable to CONTRACTOR for any indirect, special, or consequential damages, including lost profits or revenue, arising from or relating to this Agreement, regardless if the DISTRICT was advised of the possibility of such loss or damage. In no event will the DISTRICT's liability for direct damages arising from or related to this Agreement, for any cause whatsoever, and regardless of the form of action, whether in contract or tort, exceed the amounts paid to CONTRACTOR by the DISTRICT under this Agreement.

8.4 INDEMNIFICATION

The CONTRACTOR agrees to obtain insurance (see 8.5 below) and to defend, indemnify, protect, and hold harmless, the DISTRICT, its elected and appointed boards, officers, officials, employees, agents and volunteers from and against any and all claims, demands, lawsuits, defense costs, civil penalties, expenses, causes of action, and judgments at law or in equity, or liability of any kind or nature which the DISTRICT, its elected and appointed boards, officers, officials, employees, agents and volunteers may sustain or incur or which may be imposed upon them for injuries or deaths of persons, or damage to property arising out of CONTRACTOR'S negligence, wrongful act, or omission under the terms of this Agreement. The DISTRICT agrees that the limit of the indemnification, including defense costs, is the insurance outlined in Section 8.5 below.

8.5 INSURANCE COVERAGE

CONTRACTOR shall obtain and maintain during the life of this Agreement all of the following insurance coverage:

- (a) Automobile liability for owned, hired and non-owned vehicles utilized by CONTRACTOR, its employees or subcontractors in the amount of one hundred thousand dollars (\$100,000.00) per occurrence; and
- (b) CONTRACTOR shall obtain and maintain during the life of this Agreement Workers Compensation Insurance for its employees and subcontractors (if any).
- (c) Professional liability insurance in the amount of one million dollars (\$1,000,000.00).

DISTRICT understands that the CONTRACTOR's insurance will not permit the DISTRICT to be a named additional insured party.

8.6 ASSIGNMENT

Neither party may assign its rights or duties under this Agreement. This Agreement binds the parties as well as their heirs, successors, and assignees. 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

8.7 CONFIDENTIAL INFORMATION

All information disclosed to CONTRACTOR and all information gained while providing services under this Agreement is considered confidential and shall not be disclosed to any person or entity by CONTRACTOR without the prior written approval of DISTRICT. The DISTRICT owns the confidential information and the DISTRICT authorizes the CONTRACTOR to use it only for purposes of performing this Agreement. Notwithstanding the foregoing, 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 by DISTRICT 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.

8.8 ENTIRE AGREEMENT

This Agreement contains the entire understanding between the DISTRICT and CONTRACTOR. Any prior Agreements, promises, negotiations or representations not expressly set forth herein are of no force or effect. Subsequent modifications to this Agreement shall be effective only if in writing and signed by each Party. If any term, condition or covenant of this Agreement is held by a Court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall be valid and binding.

8.9. WAIVER

Waiver by any party hereto of any term, condition or covenant of this Agreement shall not constitute the waiver of any other term, condition or covenant hereof.

8.10 GOVERNING LAW

This Agreement shall be interpreted and construed according to the laws of the State of California. Venue shall be in the Superior Court for the County of Orange.

8.11 ATTORNEY'S FEES & COSTS

If litigation is reasonably required to enforce or interpret the provisions of this Agreement, the prevailing party in such litigation shall be entitled to an award of reasonable attorney's fees and costs.

8.12 Non-Exclusive Agreement. Contractor acknowledges that District may enter into agreements with other contractors for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

8.13 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.

8.14 No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of District and Contractor and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

8.15 NOTICE

All notices shall be personally delivered or mailed to the addresses listed below:

Contractor: Governmental Financial Services
3972 Barranca Parkway, #J411
Irvine, CA 92606
Attn: Michael Matsumoto
email: Mike-GFS@hotmail.com

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

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. The Parties hereto have caused this Agreement to be executed the day and year first above written.

DISTRICT

Dated: _____

Jeffrey Rips, President

CONTRACTOR

Dated: _____

Governmental Financial Services

Background for Michael Matsumoto
December 2019

Licenses held

Michael Matsumoto has been a Certified Public Accountant continuously since 1988 (#51626E). He has been an Attorney since December 2005 (#238414).

Memberships

Michael Matsumoto is a member of the American Institute of Certified Public Accountants and the California Society of Certified Public Accountants. He is also a member of the California Society of Municipal Finance Officers.

Experience

Michael Matsumoto has extensive experience providing services to local governments. He has been working with California cities continuously since 1986 in various capacities.

Cities for which he has provided accounting services from 1994 to present include:

- 1) Bell Gardens
- 2) Cerritos
- 3) Chino Hills
- 4) Covina
- 5) El Segundo
- 6) Fountain Valley
- 7) Fullerton
- 8) Glendora
- 9) Hawthorne
- 10) La Mirada
- 11) La Palma
- 12) Lakewood
- 13) Lake Forest
- 14) Los Alamitos
- 15) Malibu
- 16) Mission Viejo
- 17) Monrovia
- 18) Newport Beach
- 19) Pico Rivera
- 20) Placentia
- 21) Santa Fe Springs
- 22) Seal Beach
- 23) Signal Hill
- 24) South El Monte
- 25) South Gate
- 26) West Covina

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM I

Date: September 13, 2022
To: Honorable Board of Directors
From: General Manager Joe Mendoza
Subject: GENERAL MANAGER ITEMS

RECOMMENDATION

It is recommended that the Rossmoor Community Services District (RCSD) Board of Directors receive and file this report.

INFORMATION

In addition to the day-to-day operations of the Rossmoor Community Services District (RCSD), the General Manager has been working on the following:

1. **Black Mountain Software:** The Black Mountain Software has been installed and is compatible with the RecDesk system. The system is up and running. The July 2022 Revenue and Expenditure Report reflects the new program. As we move forward, we will fine tune the process.
2. **Banking:** The new check scanner that interfaces with US Bank has been installed and is in operation. Our reservation payment practice will be to accept checks and/or credit cards only (no cash will be accepted). This will expedite the District's deposit to the bank and reduce bank visits by staff. By eliminating the use of cash, there is less opportunity for the mishandling of funds. This also addresses possible health concerns related to handling cash during COVID.
3. **Ad Hoc Satisfaction Survey Committee:** The Committee met and a rough draft survey will be presented to the Parks and Facilities Committee at their September 20, 2022 (8 a.m.). The survey will include general questions, as well as pickleball associated survey questions. A complete report will be presented to the RCSD Board meeting in October and will include questions and methodology for conducting the survey.
4. **Staff Training:** RCSD staff recently received training and were certified in emergency preparedness and fire extinguisher safety. These trainings are provided by the California Joint Powers Insurance Authority (CJPIA) free of charge to the District as a member agency.
5. **Upcoming Programs:** The final RCSD summer event of the season is the *Rossmoor Health and Wellness Festival* on Saturday, September 17, 2022 from noon to 7 p.m., at Rush Park. The Festival will feature local wellness vendors including yoga, meditation, dance, and healthy food trucks. The event will be capped off with music by The Cobras beginning at 5 p.m. On Thursday, September 22, 2022, the Los Alamitos Area Chamber of Commerce is holding their *2022 Heroes Appreciation*

Luncheon honoring medical frontline workers and those in uniform for their bravery and courage. The luncheon is co-hosted by RCSD and will be held at Rush Auditorium. If residents wish to attend, they should call the Chamber at (562) 598-6659.

6. Audit: The RCSD auditor, Rogers, Anderson, Malody & Scott LLP, is in the process of auditing the District. A Budget Committee meeting will be set for early October in preparation of a final presentation to the RCSD Board.

ATTACHMENTS

None