

ROSSMOOR

COMMUNITY SERVICES DISTRICT



Regular Meeting of the Board

Agenda Package

August 13, 2024

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

REGULAR MEETING

RUSH PARK
Auditorium
3021 Blume Drive
Rossmoor, California 90720

Tuesday, August 13, 2024

7:00 p.m.

PUBLIC PARTICIPATION

Please be advised that 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. 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 RCSD@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 a 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 on 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 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 YouTube.com or by using the YouTube icon on the RCSD website and <http://www.rossmoor-csd.org>.

A. ORGANIZATION

- | | |
|-------------------------|--|
| 1. CALL TO ORDER: | 7:00 p.m. |
| 2. ROLL CALL: | Directors Barke, DeMarco, Searles and Shade
President Maynard |
| 3. PLEDGE OF ALLEGIANCE | Director Searles |

4. PRESENTATIONS:

- a. California Joint Power Insurance Authority presents RCSD with the 2024 Risk Management Award - Lucy Brockmeier, Senior Risk Manager

B. ADDITIONS TO AGENDA – None

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

Any person may address the Board of Directors at this time upon any subject within the 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. REPORT ON THE URBAN FOREST – DISTRICT ARBORIST MARY KINGMAN

E. CONSENT CALENDAR

1. MINUTES:

- a. Regular RCSD Board Meeting of July 9, 2024

2. JUNE 2024 REVENUE AND EXPENDITURE REPORT AND JULY 2024 WARRANTS

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. REGULAR CALENDAR:

1. FIRST READING FOR PROPOSED POLICY NO. 6017 RE: PARK TREE AND MEMORIAL BENCH DONATIONS
2. FIRST AND FINAL READING OF AN AMENDMENT TO POLICY NO. 2160 DEFERRED COMPENSATION
3. REVIEW AND DISCUSS RECOMMENDATIONS FROM THE TREE COMMITTEE
4. REVIEW AND DISCUSS RECOMMENDATIONS FROM THE CIP COMMITTEE
5. RENEWAL OF ROSSMOOR COMMUNITY SERVICES DISTRICT FACILITY USE AGREEMENT WITH HAPPY HOUR FIT CLUB
6. RENEWAL OF PROFESSIONAL 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
7. RENEWAL OF ROSSMOOR COMMUNITY SERVICES DISTRICT PROFESSIONAL SERVICES AGREEMENT FOR HEARING OFFICER SERVICES WITH MICHAEL EUGENE RANESES

H. 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.

I. 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

J. 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.

K. 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 website at www.rossmoor-csd.org.

CERTIFICATION OF POSTING

I hereby certify that the attached Agenda for the August 13, 2024, 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:

 Date 8/8/2024

JOE MENDOZA
General Manager

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM A-4a

Date: August 13, 2024

To: Honorable Board of Directors

From: General Manager Joe Mendoza

Subject: CALIFORNIA JOINT POWERS INSURANCE AUTHORITY PRESENTS RCSD WITH 2024 RISK MANAGEMENT AWARD – LUCY BROCKMEIER, SENIOR RISK MANAGER

RECOMMENDATION

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

INFORMATION

Lucy Brockmeier, Senior Risk Manager from California Joint Powers Insurance Authority will recap the presentation of their Risk Management Award to Rossmoor Community Services District.

BACKGROUND

Rossmoor Community Services District recently won a 2024 Risk Management Award from the California Joint Powers Insurance Authority (California JPIA) for Best Overall Performance in the Workers' Compensation Program for non-municipal agencies. More than 200 public agency peers recognized the District. Rossmoor Community Services District First Vice President Tony DeMarco and General Manager Joe Mendoza attended the California JPIA's Annual Meeting of the Board of Directors on Wednesday, July 24, 2024, at the California JPIA campus in LaPalma.

The Risk management Awards highlight dedicated efforts and achievements in risk management by recognizing California JPIA members that have demonstrated excellence and effective leadership in the Liability and Workers' Compensation Programs. To select the winners, California JPIA staff evaluated various factors that reflect an organization's risk management efforts, including overall claims performance, improvement in claims performance over time, responsiveness to LossCAP (Loss Control Action Plan) recommendations, members'

engagement with risk management, participation in risk management programs, and attendance at training and academy opportunities.

A part of RCSD'S efforts in minimizing exposure is ongoing mandatory staff training (see attachment 2) and extensive management (see attachment 3) training opportunities provided by CJPIA. These training opportunities are provided by CJPIA at little or no cost to the District as part of our annual premiums.

ATTACHMENTS

1. Risk Management Award Announcement
2. Staff Training Schedule
3. Management Training Academy/Summit Schedule

RESOURCES TRAINING COVERAGE RISK MANAGEMENT JOIN ABOUT**Celebrating Excellence: Members Receive 2024 Risk Management Awards**

Six members received Risk Management Awards for demonstrating superior risk management practices at the July Board of Directors' annual meeting.

"Through the California JPIA's Risk Management Awards, we celebrate and acknowledge members who demonstrate excellence in loss control and workplace safety," said Chief Executive Officer Alex Smith.

The Authority's Risk Management Awards recognize members who have demonstrated the best overall performance in the Liability and Workers' Compensation programs. The winners were:

Liability Program

- Mountain Area Regional Transit Authority (Non-Municipal Agencies)
- City of La Mirada (Municipal Agencies without Police Exposure)
- City of La Verne (Municipal Agencies with Police Exposure)

Workers' Compensation Program

- Rossmoor Community Services District (Non-Municipal Agencies)
- City of Camarillo (Municipal Agencies without Public Safety Exposure)
- City of Paso Robles (Municipal Agencies with Public Safety Exposure)

A committee of California JPIA staff evaluated various factors that reflect member risk management efforts, including overall claims performance, improvement in claims performance over time, responsiveness to Loss Control Action Plan (LossCAP) recommendations, participation in the Authority's loss control programs, and attendance at training and academy opportunities.

"Actively engaging with Authority programs and services is an excellent strategy for members to reduce risk exposures and enhance their operations," said Smith. "We are proud to acknowledge members who demonstrate due diligence and a commitment to risk management best practices."

Congratulations to the 2024 Risk Management Award Winners!

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Mandatory Staff Trainings			
CPR/AED/FIRST-AID SAFETY	TRAINING COMPLETED	TO BE SCHEDULED BY	FREQUENCY
Chris Argueta	5/17/2024	5/17/2026	2 YEARS
Jennifer Brennan	5/17/2024	5/17/2026	2 YEARS
Mary Kingman	5/31/2024	5/31/2026	2 YEARS
Joe Mendoza	5/17/2024	5/17/2026	2 YEARS
Sergio Partida	5/17/2024	5/17/2026	2 YEARS
Omero Perez	5/17/2024	5/17/2026	2 YEARS
Michelle Shearer	5/17/2024	5/17/2026	2 YEARS
Christy Valdez	3/10/2023	5/17/2024	2 YEARS
Jessica Verduzco	5/17/2024	5/17/2026	2 YEARS
Carolyn Whang	5/17/2024	5/17/2026	2 YEARS
Kenny Romig	5/17/2024	5/17/2026	2 YEARS
Juan Salazar	5/17/2024	5/17/2026	2 YEARS
Henry Gurrola	5/17/2024	5/17/2026	2 YEARS
FIRE EXTINGUISHER SAFETY	TRAINING COMPLETED	IN PERSON TRAINING	FREQUENCY
Chris Argueta	12/1/2023	11/15/2024	1 YEAR
Jennifer Brennan	12/1/2023	11/15/2024	1 YEAR
Mary Kingman	12/1/2023	11/15/2024	1 YEAR
Joe Mendoza	12/1/2023	11/15/2024	1 YEAR
Sergio Partida	12/1/2023	11/15/2024	1 YEAR
Omero Perez	12/1/2023	11/15/2024	1 YEAR
Michelle Shearer	12/1/2023	11/15/2024	1 YEAR
Christy Valdez	12/1/2023	11/15/2024	1 YEAR
Jessica Verduzco	12/1/2023	11/15/2024	1 YEAR
Carolyn Whang	12/1/2023	11/15/2024	1 YEAR
Kenny Romig	12/1/2023	11/15/2024	1 YEAR
Juan Salazar	12/1/2023	11/15/2024	1 YEAR
Henry Gurrola		11/15/2024	1 YEAR
DRIVERS SAFETY	TRAINING COMPLETED	TO BE SCHEDULED BY	FREQUENCY
Chris Argueta	3/1/2024	3/1/2026	2 YEARS
Jennifer Brennan	3/1/2024	3/1/2026	2 YEARS
Mary Kingman	3/1/2024	3/1/2026	2 YEARS
Joe Mendoza	3/1/2024	3/1/2026	2 YEARS
Sergio Partida	10/28/2022		2 YEARS
Omero Perez	3/1/2024	3/1/2026	2 YEARS
Carolyn Whang	3/1/2024	3/1/2026	2 YEARS
Jessica Verduzco	3/1/2024	3/1/2026	2 YEARS
Kenny Romig	3/1/2024	3/1/2026	2 YEARS
Juan Salazar	3/1/2024	3/1/2026	2 YEARS
Henry Gurrola			2 YEARS
WORKPLACE HARRASSMENT	TRAINING COMPLETED	ONLINE TO BE COMPLETED BY	FREQUENCY
Chris Argueta	4/8/2022		2 YEARS
Jennifer Brennan	7/7/2023	7/7/2025	2 YEARS
Mary Kingman	4/5/2024	4/5/2026	2 YEARS
Joe Mendoza (for Supervisor)	4/8/2022		2 YEARS
Sergio Partida	7/21/2023	7/21/2025	2 YEARS
Omero Perez	4/8/2022		2 YEARS
Jessica Verduzco	4/5/2024	4/5/2026	2 YEARS
Carolyn Whang (for Supervisor)	4/5/2024	4/5/2026	2 YEARS
Kenny Romig			2 YEARS
Juan Salazar			2 YEARS
Henry Gurrola			2 YEARS
BLOODBORNE PATHOGEN	TRAINING COMPLETED	TO BE SCHEDULED BY	FREQUENCY
Chris Argueta	3/15/2024	3/15/2025	1 YEAR
Mary Kingman	3/15/2024	3/15/2025	1 YEAR
Sergio Partida	3/15/2024	3/15/2025	1 YEAR
Omero Perez	3/15/2024	3/15/2025	1 YEAR
Kenny Romig	3/15/2024	3/15/2025	1 YEAR
Juan Salazar	3/15/2024	3/15/2025	1 YEAR
Henry Gurrola			1 YEAR

ENVIRONMENTAL SAFETY - Lead & Asbestos Awareness	TRAINING COMPLETED	TO BE SCHEDULED BY	FREQUENCY
Chris Argueta	4/5/2024	4/5/2025	1 YEAR
Juan Salazar	4/5/2024	4/5/2025	1 YEAR
Joe Mendoza	4/5/2024	4/5/2025	1 YEAR
Sergio Partida	4/5/2024	4/5/2025	1 YEAR
Omero Perez	4/5/2024	4/5/2025	1 YEAR
Kenny Romig		4/5/2024	1 YEAR
Henry Gurrola			1 YEAR
CONTRACTUAL RISK INS. REVIEW	TRAINING COMPLETED	TO BE SCHEDULED BY	FREQUENCY
Chris Argueta	4/19/2023	4/19/2025	2 YEARS
Jennifer Brennan	4/19/2023	4/19/2025	2 YEARS
Mary Kingman	4/19/2023	4/19/2025	2 YEARS
Joe Mendoza	4/19/2023	4/19/2025	2 YEARS
Jessica Verduzco	4/19/2023	4/19/2025	2 YEARS
Carolyn Whang	4/19/2023	4/19/2025	2 YEARS
HEAT ILLNESS	TRAINING COMPLETED	TO BE SCHEDULED BY	FREQUENCY
Chris Argueta	3/15/2024	3/15/2025	1 YEAR
Mary Kingman	3/15/2024	3/15/2025	1 YEAR
Joe Mendoza	3/15/2024	3/15/2025	1 YEAR
Sergio Partida	3/15/2024	3/15/2025	1 YEAR
Omero Perez	3/15/2024	3/15/2025	1 YEAR
Kenny Romig	3/15/2024	3/15/2025	1 YEAR
Juan Salazar	3/15/2024	3/15/2025	1 YEAR
Henry Gurrola			1 YEAR
ETHICS TRAINING	TRAINING COMPLETED	TO BE SCHEDULED BY	FREQUENCY
Tony DeMarco	10/10/2023	10/10/2025	2 YEARS
Michael Maynard	11/29/2023	11/29/2025	2 YEARS
Nathan Searles	10/31/2023	10/31/2025	2 YEARS
Jo Shade	10/31/2023	10/31/2025	2 YEARS
Jeffrey Barke	11/21/2023	11/21/2025	2 YEARS
Joe Mendoza	10/30/2023	10/30/2025	2 YEARS
HEARING CONSERVATION	TRAINING COMPLETED	TO BE SCHEDULED BY	FREQUENCY
Mary Kingman	3/15/2024	3/15/2025	1 YEAR
Sergio Partida	3/15/2024	3/15/2025	1 YEAR
Omero Perez	3/15/2024	3/15/2025	1 YEAR
Kenny Romig	3/15/2024	3/15/2025	1 YEAR
Juan Salazar	3/15/2024	3/15/2025	1 YEAR
Henry Gurrola			1 YEAR
INTRO TO CAL OSHA	TRAINING COMPLETED	TO BE SCHEDULED BY	FREQUENCY
Mary Kingman	5/3/2024	5/3/2026	2 YEARS
Sergio Partida	5/3/2024	5/3/2026	2 YEARS
Omero Perez	5/3/2024	5/3/2026	2 YEARS
Kenny Romig	5/3/2024	5/3/2026	2 YEARS
Juan Salazar			2 YEARS
Chris Argueta			2 YEARS
Henry Gurrola	5/3/2024	5/3/2026	2 YEARS

MANDATED REPORTER	TRAINING COMPLETED	TO BE SCHEDULED BY	FREQUENCY
Chris Argueta	4/19/2024	4/19/2025	1 YEAR
Jennifer Brennan	4/19/2024	4/19/2025	1 YEAR
Mary Kingman	4/19/2024	4/19/2025	1 YEAR
Joe Mendoza	4/19/2024	4/19/2025	1 YEAR
Sergio Partida	4/19/2024	4/19/2025	1 YEAR
Omero Perez	4/19/2024	4/19/2025	1 YEAR
Michelle Shearer		4/19/2024	1 YEAR
Christy Valdez		4/19/2024	1 YEAR
Jessica Verduzco	4/19/2024	4/19/2025	1 YEAR
Carolyn Whang	4/19/2024	4/19/2025	1 YEAR
Kenny Romig	4/19/2024	4/19/2025	1 YEAR
Juan Salazar	4/19/2024	4/19/2025	1 YEAR

PREVENTING SUBSTANCE ABUSE	TRAINING COMPLETED	WEBINAR SCHEDULED	FREQUENCY
Chris Argueta		9/6/2024	1 YEAR
Jennifer Brennan		9/6/2024	1 YEAR
Mary Kingman		9/6/2024	1 YEAR
Joe Mendoza		9/6/2024	1 YEAR
Sergio Partida		9/6/2024	1 YEAR
Omero Perez		9/6/2024	1 YEAR
Michelle Shearer		9/6/2024	1 YEAR
Christy Valdez		9/6/2024	1 YEAR
Jessica Verduzco		9/6/2024	1 YEAR
Carolyn Whang		9/6/2024	1 YEAR
Kenny Romig		9/6/2024	1 YEAR
Juan Salazar		9/6/2024	1 YEAR
Henry Gurrola		9/6/2024	1 YEAR

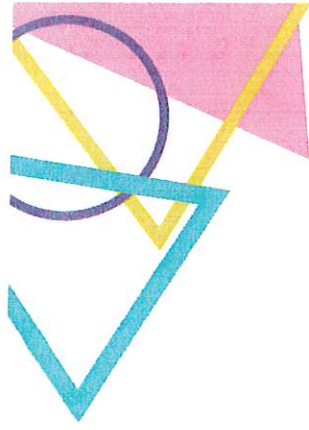
PART-TIME SEASONAL & TEMP	TRAINING COMPLETED	TO BE SCHEDULED	FREQUENCY
Jennifer Brennan	6/7/2024		AS NEEDED
Christy Valdes			AS NEEDED
Michelle Shearer			AS NEEDED
Kenny Romig	6/7/2024		AS NEEDED
Juan Salazar	6/7/2024		AS NEEDED
Henry Gurrola	6/7/2024		AS NEEDED

PLAYGROUND SAFETY	TRAINING COMPLETED	IN PERSON TRAINING	FREQUENCY
Sergio Partida		8/16/2024	AS NEEDED
Omero Perez		8/16/2024	AS NEEDED
Kenny Romig		8/16/2024	AS NEEDED
Juan Salazar		8/16/2024	AS NEEDED
Chris Argueta		8/16/2024	AS NEEDED
Henry Gurrola		8/16/2024	AS NEEDED
Joe Mendoza		8/16/2024	AS NEEDED

DEALING SUCCESSFULLY WITH CUSTOMERS	TRAINING COMPLETED	IN PERSON TRAINING	FREQUENCY
Chris Argueta		8/23/2024	1 YEAR
Jennifer Brennan		8/23/2024	1 YEAR
Mary Kingman		8/23/2024	1 YEAR
Joe Mendoza		8/23/2024	1 YEAR
Sergio Partida		8/23/2024	1 YEAR
Omero Perez		8/23/2024	1 YEAR
Michelle Shearer		8/23/2024	1 YEAR
Christy Valdez		8/23/2024	1 YEAR
Jessica Verduzco		8/23/2024	1 YEAR
Carolyn Whang		8/23/2024	1 YEAR
Kenny Romig		8/23/2024	1 YEAR
Juan Salazar		8/23/2024	1 YEAR
Henry Gurrola		8/23/2024	1 YEAR



2024 ACADEMY/SUMMIT SCHEDULE



Risk Management	January 23–25, Miramonte Resort, Indian Wells
Parks & Recreation	February 13–15, Rancho Bernardo Inn, San Diego
Management	March 5–7, Allegretto Resort, Paso Robles
Public Safety	March 12–14, Allegretto Resort, Paso Robles
Executive Summit	April 9–11, Rancho Bernardo Inn, San Diego
Human Resources	April 23–25, Rancho Bernardo Inn, San Diego
Elected Officials Summit	May 14–16, Hyatt Regency, Huntington Beach
Public Works	June 25–27, Hyatt Regency, Indian Wells
Leadership	August 20–22, Allegretto Resort, Paso Robles
Management	September 17–19, Rancho Bernardo Inn, San Diego
Training Registrars	November 4–7, Allegretto Resort, Paso Robles



CALIFORNIA
J · P · I · A



ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM D-1

Date: August 13, 2024

To: Honorable Board of Directors

From: General Manager Joe Mendoza
Initiated by District Arborist Mary Kingman

Subject: REPORT ON THE URBAN FOREST – DISTRICT ARBORIST MARY KINGMAN

RECOMMENDATION

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

INFORMATION

This report provides the RCSD Board of Directors with an overview of the Urban Forest and work being performed in the maintenance and preservation of the trees within the parks and parkways of Rossmoor.

ATTACHMENTS

1. Report on the Urban Forest

**RCS D TREE DEPARTMENT
REPORT ON THE URBAN FOREST
April – July 2024**

Tree data for the months of April - July of 2024:

- **15** trees were pruned by District contractors.
- **23** trees were removed from Rossmoor parkways and parks.
- **1** unauthorized trimming or removal citation was issued.
- **12** limb failures occurred.
- **1** property damage claim was filed.
- **113** resident service requests were responded to.

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

Planting Trees

- Trees are planted in available vacant parkways and park sites.
- A diverse urban forest of climate ready tree species 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 ordered as needed.
- RCS D staff trims trees as needed for height clearance.
- Hazardous tree conditions are promptly responded to.
- Tree stakes, ties, water basins and mulch are installed as needed.
- Newly planted or water-stressed trees are watered as needed.
- Integrated Pest Management is implemented when needed.

Monitoring Trees

- Trees are regularly assessed and monitored for health, maintenance, and safety.
- Resident service requests are responded to in a timely manner.

Protecting Trees

- RCS D Tree Policy 3080 is followed by the District Arborist when responding to resident requests for pruning, removals, or plantings.
- Violations of Policy 3080 are responded to accordingly.

Educating the Public

- Homeowner welcome packets are distributed to new residents.
- The RCS D website is updated with Tree Department information and policies.
- An annual Arbor Day event is hosted by the RCS D.

Urban Forest Report 2024 Totals

Month	Safety Pruning OCPW	Grid Pruning	Off-Grid Pruning	Tree Planting	Tree Citation	Parkway Tree Removal	Young Tree Removal	Park Tree Removal	Driveway Permit Removal	Resident Service Request
Jan-24			183	37			2		1	36
Feb-24				11						16
Mar-24			5			12			1	10
Apr-24			5							17
May-24			7		1	7				22
Jun-24			1			14			1	30
Jul-24			2				1			44
Aug-24										
Sep-24										
Oct-24										
Nov-24										
Dec-24										
Totals	0	0	203	48	1	33	3	0	3	175

TREE REMOVALS	Count
Failure to thrive young tree	2
Driveway relocation	1
Heartwood decay - hazardous	4
Base/root decay - hazardous	1
Species decline	2
Hazardous structure	1
Fungal disease	6
Weed trimmer damage	1
Resident planted - unsuitable	1
Bacterial scorch disease	1
Roots w/ hazardous lean	3
	23
Total Value of Lost Trees	\$51,920.00

VACANT SITES	Count
Plant List for fall/winter 2024	41
Vacant Park Sites	33
School Parkways	19
Syn Turf, HS, Shrubs	16
Construction Hold	10
Resident Refusals	41
	160

SERVICE REQUESTS	Count
Trim request	19
Health of Tree	17
Tree Planting	16
Arborist Inquiry	12
Limb Failure	7
Removal Request	7
Stakes	5
Removal inquiry	5
Sap/aphids	5
Roots/Sidewalk	2
Neighbor concern root pruning	1
Parkway Inquiry	2
Driveway Relocation	1
Sprouts in lawn	1
Vehicle hit tree	1
Tree Removal Concern	1
Leaning tree	1
Roots	1
Stakes	1
Crooked tree	1
Roots/Artificial Lawn	1
Trim Inquiry	1

Trim Permit Inquiry	1
Flood control tree issue	1
Sewer Issues	1
Roots in lawn	1
Resident Planted	1
	113

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM E-1

Date: August 13, 2024

To: Honorable Board of Directors

From: General Manager Joe Mendoza
Administrative Assistant Carolyn Whang

Subject: MINUTES REGULAR RCSD BOARD MEETING OF JULY 9, 2024

RECOMMENDATION

It is recommended that the Rossmoor Community Services District (RCSD) Board of Directors approve the Minutes of the following meetings as prepared by the Board's Secretary/General Manager.

- a. Regular RCSD Board Meeting of July 9, 2024

INFORMATION

The Minutes reflect the actions of the RCSD at their meeting of July 9, 2024.

ATTACHMENTS

- 1. Minutes – Regular RCSD Board Meeting of July 9, 2024



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

REGULAR MEETING

**RUSH PARK
Auditorium
3021 Blume Drive
Rossmoor, California 90720**

Tuesday, July 9, 2024

A. ORGANIZATION

1. CALL TO ORDER: 7:00 p.m.

2. ROLL CALL:

Present: Directors Barke, Shade, DeMarco and Searles
President Maynard

Absent:

3. PLEDGE OF ALLEGIANCE: Friday Night Lights (FNL) Cheer Squad

Presentation of Friday Night Lights (FNL) Flag Football Youth Organization by Annette Morris and Nita Padget

Annette Morris, Friday Night Lights, thanked RCSD; discussed the history of the Friday Night Lights and addressed the creation of the co-ed football divisions and cheer squad directed by her and Nita Padget.

Nita Padget, Friday Night Lights talked about fall season availability; provided registration information; reported the league is open to children (boys and girls) of all school levels K through 8th grade and noted FNL is a yearlong program and provides high school students the opportunity to earn volunteer hours.

Annette Morris, Friday Night Lights, introduced FNL cheerleaders for a special cheer performance.

President Maynard recognized FNL as a sponsor of Rossmoor Family Events and thanked FNL for their partnership.

President Maynard moved to Item No. A.4.c with the Board's consensus.

4. PRESENTATIONS:

a. Orange County Public Works – Justin Kirk – Housing Element Update

OCPW Representative Cindy Salazar introduced Yuritzzy Randle and together they presented of the Orange County Housing Element Update. Ms. Salazar noted that no development is being proposed in the Housing Element; discussed the most recent RHNA units assigned and reported the Housing Element is basically a policy document.

Discussion followed regarding rezoning, protected open space areas, concerns with the conversion of churches and commercial properties to residential, impacts on single-family areas, ADUs and parking standards, and being able to get four units on a lot.

General Counsel Scott Porter noted that four units can be on one lot including a primary dwelling an ADU and JADU but with the addition of SB 9, a property owner has the right to add a second dwelling.

Ms. Randall explained the configuration could include two primary dwellings, an ADU and a JADU for a maximum of four units. She explained that RHNA units assigned during the fifth Housing Element cycle doubled for the sixth cycle.

President Maynard moved to Item No. C, Public Forum.

b. Orange County Public Works – Cindy Salazar – Presents General Plan Update for County of Orange

OCPW Representative Cindy Salazar introduced Ashley Bodkin, Noble Planning Group, County Consultant and deferred to her for a presentation.

County Consultant Bodkin narrated a PowerPoint presentation with details of the County of Orange General Plan Update process and encouraged residents to get involved.

Discussion followed regarding the twenty-year document, the Housing Element, changes since 2005 including the Public Safety and Environmental Justice Elements, other client municipalities, the Transportation Element, the Planning Department being under the umbrella of Public Works and opportunities throughout the process for the public to provide input.

President Maynard returned to Item No. A.4.a.

c. Orange County Sheriff's Department Captain AJ Patella Presents Community Safety Update

OCSO Captain Patella presented details of the Community Safety update; discussed comparative data from 2023 and 2024, calls for service, suspicious activity calls, catalytic converter thefts and vehicle burglaries and addressed the importance of limiting opportunities by locking cars, doors and windows and spoke about stolen vehicles.

Discussion followed regarding the new Sheriff's Technology Center, the perception by some, that there is less Police presence in Rossmoor and the importance of Police presence in deterring crime.

President Maynard moved to Item No. A.4.b.

B. ADDITIONS TO AGENDA - None

C. PUBLIC FORUM

President Maynard opened this portion of the meeting.

Susan Kaplan alleged misinformation and misstatements in the agenda report regarding the authority and powers of RCSD related to traffic and parking on public streets in Rossmoor; addressed a meeting with Orange County Public Works Traffic Engineers, General Manager Mendoza and others about traffic congestion along Foster on Hedwig; opined that RCSD is not the elected governing body for traffic concerns in Rossmoor and stated residents do not want Board overreach beyond its authority. She presented a packet of information to be made part of the public record along with a petition of residents.

Vicky Vu, Occupational Therapist, spoke about her work in the community; talked about a new project, CARFIT, a collaboration between AAA, AARP, The American Occupational Therapy Association and CARFIT, where 32 students will be trained to train others how to sit and function properly in a car to increase safety. The event will be on July 25, 2024, from 9:00 a.m. to 12:00 p.m. at Rush Park.

Administrative Assistant Whang displayed a video of people playing pickleball and read emails from residents expressing their appreciation for the new pickleball courts including Frida Rojas Pruitt, Shirley and Denise Depa and read an email from Maureen Waters about several topics.

There were no other public comments.

D. REPORTS TO THE BOARD

1. RECREATION REPORT – CHRIS ARGUETA

Recreation Manager Argueta presented details of the Recreation Report and addressed recent events including Shakespeare-by-the-Sea events, bulky item cleanup and compost giveaway, Movies in the Park, Rossmoor Family Festival, water-safety awareness, CPR Basics, the Health and Wellness Festival and upcoming events including increased

programs for seniors, the Farmer's Market, and Camp Shark Summer Camp at the Youth Center.

2. GENERAL ELECTION CONDENSED CALENDAR FOR NOVEMBER 5, 2024 FOR CANDIDATES FOR ROSSMOOR COMMUNITY SERVICES DISTRICT BOARD OF DIRECTORS

Administrative Assistant Whang reported there will be three seats for RCSD to fill at the November 5, 2024 Election and addressed deadlines for filing.

President Maynard encouraged residents to run.

3. MONTHLY TRAFFIC SAFETY UPDATE

General Manager Mendoza discussed a meeting on June 27, 2024 with Orange County Public Works, staff and residents addressing traffic in Rossmoor; referenced engineering studies conducted in the community regarding the Montecito corridor; reported encouraging Orange County Traffic Engineers to be consistent in its decision-making methodology; discussed line of sight, pickleball and impacts to parking; noted RCSD is the governing body; addressed a red curb request and a letter from General Counsel Preziosi regarding AB 43 and announced RCSD is requesting that all of Rossmoor be turned to 25 MPH and listed requirements including conducting a traffic study to evaluate volume, speed, accident history and pedestrian and bicycle activities, holding a community consultation, evaluating crosswalks and signage and ensuring AB 43 compliance. He noted community stakeholders who will be invited to participate.

Director DeMarco noted his biggest issue is policy change without involving RCSD or the community; provided a brief history of the topic; reported that even though RCSD may not have jurisdiction in certain areas, staff, the Board and its committees have established a process for open discussions and vetting to ensure safer communities; spoke about opposing removing parking in Rossmoor, especially around parks and expressed concerns about the community not having a say in what happens in Rossmoor. Additionally, he addressed bulb-outs which were implemented without the community's input, the community's resistance to change, the County's change in procedure without RCSD's input and felt like it seems certain projects are greenlighted, quickly, without the community having an opportunity for discussion.

General Manager Mendoza reported speaking with Wei Zhu, Orange County Public Works Traffic and Engineering, and asking her why RCSD was invited to the meeting if it has not jurisdiction and why, was RCSD Traffic Committee not approached to work with the resident and Orange County to address the matter.

President Maynard pointed out RCSD does not need to wait for them; questioned limiting park access with red curbs; suggested the Traffic Committee schedule a meeting to inform the public there is a threat of limited access at Rossmoor Park and provide an opportunity for community input.

Director Shade noted she is impacted by parking on Montecito, reported some red curbs have been extended there and agreed with the need to have a community forum to address the matter.

President Maynard confirmed direction to direct staff to schedule a Traffic Committee meeting with County representatives and the community to obtain community input regarding limiting parking by painting red curbs, especially along parks, as it will limit and impact future generations.

E. CONSENT CALENDAR

1. MINUTES

a. Regular RCSD Board Meeting of June 11, 2024

2. MAY 2024 REVENUE AND EXPENDITURE REPORT and JUNE 2024 WARRANTS

There were no public comments on the Consent Calendar.

Motion by Director DeMarco, seconded by Director Barke, to approve the Consent Calendar, as presented. Motion passed 5-0.

F. PUBLIC HEARING – None

G. REGULAR CALENDAR

1. DISCUSSION AND POSSIBLE ACTION RE: APPROVAL OF PROPOSED PROFESSIONAL SERVICES AGREEMENT FOR PICKLEBALL INSTRUCTION AT ROSSMOOR PARK

General Manager Mendoza presented details of the staff report.

Discussion followed regarding limitations regarding taking up one court at a time and whether the contract was reviewed by the Personnel Committee.

Director Searles expressed concerns regarding the two-year term for a first-time contract and suggested changing to a one-year contract so that if it does not work out, there will be opportunities for others to apply without interfering with pre-existing contracts.

General Counsel Porter reported that RCSD has the ability to terminate the contract on seven days' notice for any reason and with the two-term contract, they are bound, for two-years at the same prices.

General Manager Mendoza noted the tennis contract was a two-year contract.

Director Barke mentioned the two-year contract may be important to the proposed contractor and did not think it was important.

Director Shade agreed with Director Barke adding that it is completely low risk as the City can terminate the contract with one week's notice.

Discussion followed regarding benefits to RCSD, the possibility of making it a one-year contract with one-year option to extend and the fact that this is not an exclusive contract and may be terminated within one week's notice without cause.

There were no public comments on this item.

Motion by Director DeMarco, seconded by Director Barke, to approve the contract, as presented.

Discussion followed regarding the possibility of limiting the hours.

The motion passed, 4-1, with Director Searles, opposed.

2. DISCUSSION AND POSSIBLE ACTION RE: APPROVAL OF PROPOSED CHILI COOK-OFF EVENT WITH BEER AND WINE GARDEN and APPROVAL OF RESOLUTION NO. 24-07-09-01-A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ROSSMOOR COMMUNITY SERVICES DISTRICT APPROVING THE DISPENSING OF ALCOHOL (BEER & WINE) AT A CHILI COOK-OFF EVENT TO BE HELD ON OCTOBER 24, 2024 FROM 5:30 P.M. TO 8:00 P.M. DURING THE ANNUAL HARVEST FESTIVAL AT RUSH PARK.

General Manager Mendoza presented details of the staff report.

There were no public comments on this item.

Discussion followed regarding potential conflicts with food vendors at the Farmers Market, historically high attendance for the Harvest Festival and pumpkin carving.

Motion by Director Barke, seconded by Director Shade, to approve the PROPOSED CHILI COOK-OFF EVENT WITH BEER AND WINE GARDEN and waive further reading of and APPROVE RESOLUTION NO. 24-07-09-01-A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ROSSMOOR COMMUNITY SERVICES DISTRICT APPROVING THE DISPENSING OF ALCOHOL (BEER & WINE) AT A CHILI COOK-

OFF EVENT TO BE HELD ON OCTOBER 24, 2024 FROM 5:30 P.M. TO 8:00 P.M. DURING THE ANNUAL HARVEST FESTIVAL AT RUSH PARK, as presented.

The motion carried, 5-0.

3. FIRST READING OF AN AMENDMENT TO POLICY NO. 2160 DEFERRED COMPENSATION

General Manager Mendoza presented details of the staff report.

Discussion followed regarding the match, the possibility of setting a vesting period for new employees, whether this is a recruitment and retention tool, differences in rules between government and non-government agencies, the number of fulltime employees, the possibility of having a Financial Advisor provide more information to the Board at its next meeting.

Director Searles stated the Personnel Committee should have reviewed this with the vendor and that would have been the time to address issues like vesting.

Director DeMarco reported the Personnel Committee discussed a vesting program but felt it a good idea for the entire Board to discuss it.

Director Barke shared his experience instituting a 401K program for his employees and suggested inviting RCSD's Financial Advisor to the next Board meeting.

General Counsel Porter explained the Board's options in terms of making changes to the policy and applicable, subsequent readings. He offered sample specific language as, "Employees will immediately be vested in the employer match, if they served as a fulltime employee for at least x years" and reported if that amendment is approved, this would count as the first reading. If, at the next meeting, the Board does not approve that language, that would be the new first reading.

Director Barke suggested approving it as amended, per General Counsel Porter's suggestion and then returning with an amendment for new employees.

President Maynard suggested approving the policy, as is, noting the deferred plan is for existing employees, and then amend it to add new hires.

General Counsel Porter read proposed language as, "The employer deferred matching program offers fulltime, existing employees up to a 3% match...Newly hired employees are not eligible for plan enrollment.", then delete "Newly hired fulltime employees are eligible for plan enrollment following a successful completion of a 90-day period" and return at a later date to address new hires.

As an alternative, General Counsel Porter suggested adding language, "The employer deferred matching program offers fulltime, existing employees up to a 3% match. Newly

hired employees are eligible for enrollment, after a completion of a successful probationary period but are not eligible for matching”.

Discussion followed regarding the need or a date.

Motion by Director Barke, seconded by Director Shade, to approve the first reading of an amendment to Policy No. 2160, as amended as, “The employer deferred matching program offers fulltime, existing employees up to a 3% match. Newly hired employees are eligible for enrollment, after a completion of a successful probationary period but are not eligible for matching” and direct staff to return to the next meeting with revisions or a proposed, alternative policy and to invite Nationwide, the District’s contractor, to a special meeting of the Board or the Contract Committee.

The motion carried, 5-0.

4. REVIEW AND DISCUSS RECOMMENDATIONS FROM THE PERSONNEL AND CONTRACT ADMINISTRATION COMMITTEE

General Manager Mendoza presented details of the staff report including items discussed at a recent Personnel and Contract Administration Committee meeting including updates on various contracts.

Discussion followed regarding the various contracts, raising the hourly rate on the Fit Club, recommendations for cost-of-living adjustments, the Los Alamitos Girls Softball League (LAGSL) MOU, the importance of open, community discussions to prevent misinformation, the need for the MOU to be updated, dispelling the rumor that RCSD is trying to shut down LAGSL, working with LAGSL to negotiate the new MOU and specifying that Rossmoor residents get preferential treatment for registration.

H. GENERAL MANAGER ITEMS

General Manager Mendoza presented a brief overview of recent activities and upcoming events; noted availability of restrooms and cooling areas in the community center; addressed review of the canopy project at Rossmoor Park, an upcoming meeting of the Tree Committee, upgrades to the battery pack system, purchase of a storage unit at the Montecito Center and purchase and installation of sound material in the east room.

I. BOARD MEMBER ITEMS

Member Searles talked about a past event where the vendor was not operating the alcohol booth as requested and urged staff to ensure patrons are not walking around with open containers outside of the beer garden and asked for information about FNL teams having practices on Rossmoor fields.

General Manager Mendoza reported teams reserve fields through the reservation system.

Member Searles mentioned it seems like there are more flag football practices than ever before in Rossmoor fields; commented on the inclusion of the QR Code for agenda access and commented favorably on the new Technical Center and requested RCSD participate in promoting the CARFIT event.

Director DeMarco requested that RCSD provide information on and promote the Orange County General Plan Update and invite them back to future Board meetings; spoke favorably about RCSD events and wished a speedy recovery to Jody Roubanis who was in a recent bike accident.

Director Shade thanked FNL Cheer Team for participating; commented on the CARFIT event and Shakespeare-in-the-Beach.

President Maynard commented on the FNL Cheer Team; agreed with Director Searles about the increased number of flag football practices on Rossmoor fields and asked General Manager Mendoza to find out about the cleats they wear, and any damage caused to the fields. In addition, he talked about everyone getting involved to keep Rossmoor safe; reminded the public if they see something, to call the Sheriff's Department and urged residents to make Rossmoor a harder community to target.

J. CLOSED SESSION – 10:22 PM

President Maynard recessed to Closed Session at 10:22 p.m. to address the following items.

1. APPOINTMENT, EMPLOYMENT, OR EVALUATION OF PERFORMANCE OF PUBLIC EMPLOYEE PER GOVERNMENT CODE SECTION 54957(b)(1)
TITLE: GENERAL MANAGER
2. CONFERENCE WITH LABOR NEGOTIATOR
Pursuant to Subdivision (a) of Section 54957.6, California Government Code Agency Designated Representative: Joe Mendoza, General Manager
Name of employee organization: All Unrepresented Employees

K. GENERAL COUNSEL ITEMS

General Counsel Scott Porter reported that regarding Item 1, there was discussion, and no reportable actions were taken and added that Item 2 did not take place, therefore, there was no reportable action.

L. ADJOURNMENT

President Maynard adjourned the meeting at 11:24 p.m.

ATTEST:

BOARD OF DIRECTORS
ROSSMOOR COMMUNITY SERVICES DISTRICT

Michael Maynard, President

Joe Mendoza, Secretary
Rossmoor Community Services District

APPROVED:

Joe Mendoza

From: Maureen Wauters <maureen.wauters@gmail.com>
Sent: Tuesday, July 09, 2024 7:39 AM
To: Joe Mendoza
Cc: Nathan Searles; Tony Demarco; Jo Shade; Michael Maynard; Jeffrey Barke
Subject: Public Comments for RCSD Meeting 7/9/2024

Good Morning-

I am unable to attend the meeting tonight. Please include this as part of the public comments.

Thank you.

Good Evening-

The sheriff's department has been absent from our community since COVID.

They used to be a presence in our neighborhood and now it is rare to see them "just patrolling".

By just patrolling, they may get a chance to write a few tickets for illegally parked cars, talk to the kids on e-bikes, deter kids from throwing things as residents from a moving car (water balloons and ice recently), deter shooting off of illegal fireworks before and after July 4, be present to deter theft and burglary, coordinate with the CHP (which has also been absent but that is another meeting) ticketing for speeding, running of stop signs and the list goes on.

The sheriff says for the residents to call when they see something. Many residents don't know to do this. Why should the residents of Rossmoor have to call to get the Sheriff to patrol our neighborhood?

We pay for this protection by paying of taxes and should get the protection we pay for.

I'd like to see Rossmoor become the safe neighborhood that it was when I moved in with my family 26 years ago.

Another topic, thank you for the permanent conversion of a tennis court to 4 pickleball courts. I am seeing people of all ages playing and that warms my heart. They arrive by walking, riding, bikes and driving (usually a group of people not a single person).

Also, the Family festivals are well received by the community. Thank you for your continued support of the fun summer events at Rush and new this summer at Rossmoor Park.

Kindly-
Maureen Wauters
26 year resident

Joe Mendoza

From: Joe Mendoza
Sent: Friday, July 05, 2024 2:14 PM
To: Carolyn Whang
Subject: Fwd: Pickleball courts

Copy for Gm report.
Sent from my iPhone

Begin forwarded message:

From: Frida Rojas-Pruitt <valerierojaspruitt@gmail.com>
Date: July 5, 2024 at 2:11:41 PM PDT
To: Joe Mendoza <jmendoza@rossmoor-csd.org>
Subject: Pickleball courts

Good afternoon,

I would like to express my gratitude and appreciation for the brand new pickleball courts. As a resident, it has uplifted my life in many ways. It has been so convenient to walk over and have the most enjoyable work out without even thinking about it. It has also created a positive lifestyle socially, I find myself making new friends of all ages. Many of my neighbors have used the pickleball courts as a way to relieve stress of everyday life, a way to get back into shape, and a way to broaden our social skills. We can't express how happy we are with the new pickleball courts and wish there were more, since the reservations have been so busy this Summer time.

Thank you,
Frida Smith

Carolyn Whang

From: Joe Mendoza
Sent: Wednesday, July 3, 2024 4:54 PM
To: Carolyn Whang
Subject: FW: Pickleball Courts

GM Report

-----Original Message-----

From: Joe Mendoza <JMendoza@rossmoor-csd.org>
Sent: Wednesday, July 03, 2024 9:20 AM
To: Shirley <smplaybal@yahoo.com>
Cc: Michael Maynard <MMaynard@rossmoor-csd.org>; Carolyn Whang <cwhang@rossmoor-csd.org>; Tony Demarco <TDemarco@rossmoor-csd.org>; Jo Shade <joshade4u@gmail.com>; Jeffrey Barke <JBarke@rossmoor-csd.org>; Nathan Searles <NSearles@rossmoor-csd.org>
Subject: Re: Pickleball Courts

Shirley,

Thank you for the positive feedback. I will pass your comment along to the RCSD Board and staff.

Hope you continue to enjoy our parks,

Sincerely,
Joe Mendoza

Sent from my iPhone

> On Jul 3, 2024, at 8:09 AM, Shirley <smplaybal@yahoo.com> wrote:

>

> Good morning,

> I wanted to take a moment and thank you all for the wonderful upgrades to the pickleball courts! They are beautiful! It's so nice to play there, to hear all the kids in the park laughing, and to be surrounded by a joyous atmosphere.

>

> Again, thank you so much!

> Shirley

Carolyn Whang

From: Joe Mendoza
Sent: Friday, July 5, 2024 11:19 AM
To: Carolyn Whang
Subject: FW: Awesome Pickleball courts
Attachments: Video.mov

Joe Mendoza

General Manager
Rossmoor Community Services District



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

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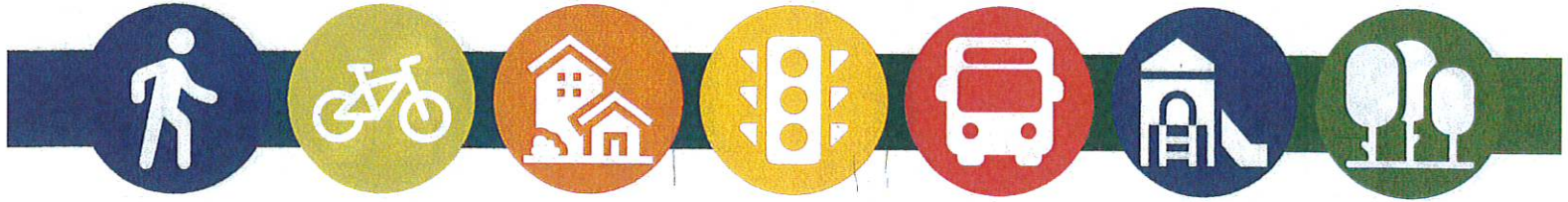
From: Denise Deppa <dmdeppa@yahoo.com>
Sent: Friday, July 05, 2024 9:53 AM
To: Joe Mendoza <JMendoza@rossmoor-csd.org>; Michael Maynard <MMaynard@rossmoor-csd.org>
Subject: Awesome Pickleball courts

Fabulous Fourth of July, Pickleball extravaganza! Thank you so much for these awesome courts!

Denise Deppa

Sent from my iPhone

PlanOC



The County of Orange General Plan (GPU) which serves as the primary guide for future growth and development decisions in the County's unincorporated areas is currently being updated to prepare for important issues such as new growth, housing needs and environmental protection. The General Plan serves as a blueprint for future physical and economic development and addresses regional services and facilities provided by the County such as regional parks, roads, and flood control facilities.

We need your help with updating the General Plan to make it a success!

There will be opportunities to share your opinion on decisions that will inform the General Plan. There will be community events and a virtual engagement tool to understand your vision and priorities for the County. Community meeting information will be posted on the project website, PlanOC.GeneralPlan.org, as it becomes available.

2024

Existing Conditions

Explore current conditions and regulations

Listening & Visioning

Public survey, public workshops, key stakeholder presentations, online engagement activities

2024-2025

Policy & Plan Development

Develop policies for eight General Plan elements

2025-2026

Environmental Analysis

Review and address potential environmental impacts

2026

Review & Adopt

Public hearings with Planning Commission and Board of Supervisors

Sign up for the email list and provide your comments at planoc.generalplan.org/contact-us

PlanOC.GeneralPlan.org | PlanOC@ocpw.ocgov.com





ROSSMOOR COMMUNITY SERVICES DISTRICT 2023-2024 1ST HALF SUMMARY AND COMPARISON/JANUARY - JUNE

TOTAL CALLS TO DISPATCH

Table with 2 columns: 2023 - (890) -131, 2024 - (759) 15%

TOTAL REPORTS

Table with 2 columns: 2023 - (102) -8, 2024 - (96) 8%

CRIMES AGAINST PERSONS

Table with 2 columns: 2023 - (8) -5, 2024 - (3) 62%

CRIMES AGAINST PROPERTY/SOCIETY

Table with 2 columns: 2023 - (56) -16, 2024 - (40) 29%

SUSPICIOUS ACTIVITY CALLS

Table with 2 columns: 2023 - (129) -24, 2024 - (105) 19%

CRIMES AGAINST PERSONS SUMMARY

- 2023: (5) Assault/Battery, (3) Criminal Threats/Domestic Violence; 2024: (3) Domestic Violence

CRIMES AGAINST PROPERTY/SOCIETY SUMMARY (BRIEF DESCRIPTION)

- 2023: (25) Grand Theft, (13) Burglary, (4) Petty Theft, (4) Stolen Vehicle; 2024: (15) Grand Theft, (11) Burglary, (5) Stolen Vehicle, (4) Petty Theft

The above statistics were generated from our internal computer aided dispatch (CAD) system. Data may differ from the Uniformed Crime Reporting (UCR) from Department of Justice (DOJ). This report is intended to provide a statistical overview and general comparison for the district.

To: RCSD Directors and Staff

From: Rossmoor Park Homeowners

7/9/2024

RCS D has consistently been attacking homeowners around Rossmoor Park, saying only a few people are calling attention to parking, traffic and noise conditions. This is factually wrong. The homeowners around Rossmoor Park are submitting a petition with more than 50 signatures of homeowners in the park neighborhood, calling for the county to help mitigate the parking, noise and traffic that the new pickleball courts have exacerbated. Why is RCS D fighting 50 homeowners, claiming no problems exist?

Yes, these impacts have always been present, but now they are worse. RCS D directors were wrong last year in asserting that there is no parking problem. Now, the county traffic engineers have weighed in and found, "During events, however, parking becomes saturated along Hedwig Road (as observed on May 18, 2024). Parking violations were observed during event times causing traffic safety issues as noted in your original email."

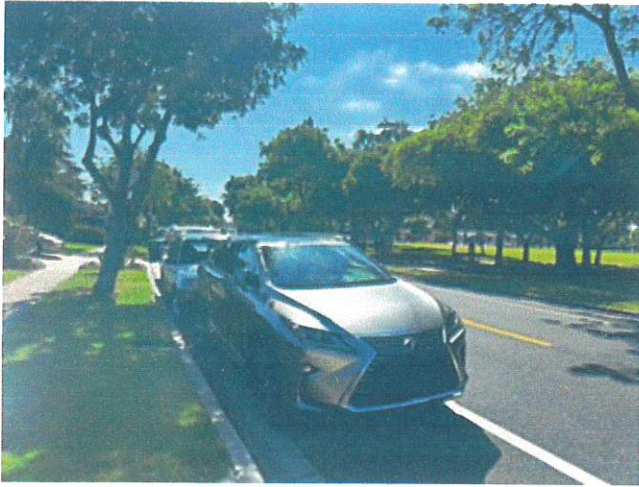
It is also clear that parking at times bunches up on the north side of Hedwig, as evidenced in these photographs taken in July 2 at 9:47 am, a Tuesday morning when the tennis and pickleball courts were in heavy use:



Cars in front of Keats home on Hedwig, blocking view of driver backing out.



Cars in front of Ton's home.








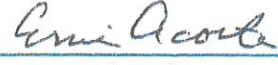


Cars in front of Vartabedian's home, block view of driver backing out.

PETITION FOR ROSSMOOR PARK IMPROVEMENT

The undersigned support this statement:

As a resident near Rossmoor Park, I am concerned about the increasing noise, parking, traffic and lack of maintenance at the park. Four pickleball courts were just added in late 2023 without the sound mitigation and parking that other cities and communities have to protect their residential neighborhoods. The activity at Rossmoor Park goes on 14 hours a day, every day of the year, including Christmas.

We are asking that the county look at the conditions and take appropriate action to help reduce sound levels, encourage the Rossmoor Community Services District to develop reasonable hours of play and ask county staff to examine how to reduce the parking impacts on the surrounding homes.



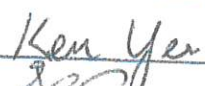


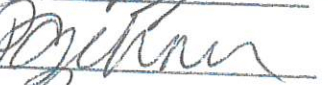




	NAME	ADDRESS	SIGNATURE
1.	Scott Brown	11375 Baskinville	
2.	Sue Clark	3281 Hedwig Rd.	
3.	PAT GINTHER Pat Gintther	3281 Hedwig Rd	
4.	Julie Olin	3301 Hedwig Rd	
5.	STAN OLIN	3301 HEDWIG RD	
6.	KAROL ERNIE ACOSTA	11222 PENBERTON RD	
7.	KRIS ACOSTA	11222 Penberton Rd	
8.	Christine Theodore	11182 Donni's Rd	
9.			
10.			
11.			

PETITION FOR ROSSMOOR PARK IMPROVEMENT

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	NAME	ADDRESS	SIGNATURE
1.	DAVE SOREMI	3182 QUAIL RUN RD.	
2.	DARLA SOREMI	3182 QUAIL RUN RD.	
3.	Ken Yee	3212 QUAIL RUN RD	
4.	German Ospina	3232 Quail Run RD	
5.	Nicole UCPINI	"	
6.	DEAN F. KRAMER	3142 QUAIL RUN RD	
7.	Priscilla Zehmer	3132 Quail Rd	
8.	Tim Majken	3171 Quail Run Rd	
9.	Rhonda DeLeon	3171 Quail Run Rd	
10.	Susan Yee Ann Yee	3212 Quail Run	
11.			

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We are asking that the county look at the conditions and take appropriate action to help reduce sound levels, encourage the Rossmoor Community Services District to develop reasonable hours of play and ask county staff to examine how to reduce the parking impacts on the surrounding homes.








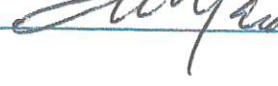

NAME	ADDRESS	SIGNATURE
1. Susan Kaplan	11336 Baskerville	<i>[Signature]</i>
2. Robert A. Kaplan	11336 Baskerville	<i>[Signature]</i>
3. Michelle Kendall	11332 Baskerville Rd	<i>[Signature]</i>
4. KUAN CHANVAN	11342 BASKERVILLE	<i>[Signature]</i>
5. Peggy Chanvan	11342 BASKERVILLE	<i>[Signature]</i>
6. Eric Bredenberg	3262 Donnie Ann Rd	<i>[Signature]</i>
7. Roger Nguyen	3441 Hedwig Rd	<i>[Signature]</i>
8.		
9. Ralph Vartabedian	3261 Hedwig R	<i>[Signature]</i>
10. Heidi Pummel	3272 DONNIE ANN	<i>[Signature]</i>
11.		

PETITION FOR ROSSMOOR PARK IMPROVEMENT

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	NAME	ADDRESS	SIGNATURE
1.	Joe Margul	11351 Baskerville	
2.	BRIAN CAESAR	11346 Baskerville Rd	
3.	Namy Nam	11346 Baskerville Rd	
4.	Kelly Wright	11322 Pemberton Rd	
5.	BRYAN MIKKELSON	11272 PEMBERTON RD	
6.	VAN ZEITZ	11262 Pemberton Rd	
7.	ANDRE KEMM	3321 DONNIE ANN	
8.	SEAN STRAUSS	3322 DONNIE ANN	
9.	STEVE MARK	3311 HEDWIG RD	
10.			
11.			

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NAME	ADDRESS	SIGNATURE
1. Michele Fieldson	11302 Pemberton Rd, Rossmoor	Michele Fieldson
2. JAMES REDMOND	11331 DRYSDALE LANE, ROSSMOOR	James Redmond
3. NANCY REDMOND	11331 DRYSDALE LANE, ROSSMOOR	Nancy Redmond
4. CALVIN POISSOT	11332 DRYSDALE LANE, ROSSMOOR	Calvin Poissot
5. Ken Morre	11251 Wallingford Rd. LOGA	Ken Morre
6. Lance Meyer	11331 Wallingford Rd. Los Alamos	Lance Meyer
7. Kyratyma Sanders	11371 Wallingford Rd.	Kyratyma Sanders
8. Pamela Powers	11371 WALLINGSFORD	Pamela Powers
9. Carline Viter	11231 Wallingford Rd	Carline Viter
10. Peter Lee	11281 Fester Rd, Rossmoor	Peter Lee
11.		

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	NAME	ADDRESS	SIGNATURE
1.	Lize Keats	3251 Hedwig Rd	Lize Keats
2.	Rob Keats	3251 Hedwig Rd.	Rob Keats
3.	Jimmy Ton	3231 Hedwig Rd	Jimmy Ton
4.	Lisa Ton	3231 Hedwig Road	Lisa Ton
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	NAME	ADDRESS	SIGNATURE
1.	Joyce Shadburn	3311 Hedwig Road	J Shadburn
2.			
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11.			

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM E-2

Date: August 13, 2024
To: Honorable Board of Directors
From: General Manager Joe Mendoza
Accountant Michael Matsumoto
Subject: JUNE 2024 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 June 2024.

INFORMATION

The Revenue and Expenditure Report is submitted on a monthly basis, as an indication of the District's unaudited year-to-date revenue and expenses. The attached Warrant Register contains checks and electronic funds transfers from July 1, 2024, to July 31, 2024.

ATTACHMENTS

1. Revenue and Expenditure Report for the month of June 2024
2. Explanation of Significant Variances from budgeted amounts
3. July 2024 Warrants

Rossmoor Community Services District
 Schedule of Revenues and Expenditures and Changes in Fund Balance - Budget and Actual
 For the month ended June 30, 2024 - Preliminary

ATTACHMENT 1

	Original Budget	Amended Budget	Current Month	YTD	YTD Var	YTD % Bud
Revenues:						
Property taxes	\$ 1,333,100	\$ 1,333,100	\$ 22,837	\$ 1,300,935	\$ (32,165)	97.59%
Street light assessments	404,300	404,300	7,939	454,142	49,842	112.33%
Interest on investments	30,000	30,000	40,176	82,043	52,043	273.48%
From other governmental agencies	136,000	136,000	118,282	118,282	(17,718)	86.97%
Permit and rental fees	214,300	187,300	14,490	211,869	24,569	113.12%
Misc./Sponsorships	35,000	35,000	6,313	49,201	14,201	140.57%
Total Revenues	<u>2,152,700</u>	<u>2,125,700</u>	<u>210,037</u>	<u>2,216,472</u>	<u>90,772</u>	<u>104.27%</u>
Expenditures:						
Administration	1,224,390	1,233,260	107,526	1,155,754	77,506	93.72%
Recreation	63,000	63,000	8,103	75,376	(12,376)	119.64%
Rossmoor park	209,250	220,645	77,301	178,128	42,517	80.73%
Montecito center	13,450	13,450	967	12,842	608	95.48%
Rush park	193,070	193,070	70,010	170,823	22,247	88.48%
Street lighting	113,100	113,100	10,015	118,607	(5,507)	104.87%
Street sweeping	83,100	83,100	13,076	84,996	(1,896)	102.28%
Parkway trees	189,010	189,010	818	179,477	9,533	94.96%
Mini-parks and medians	15,190	15,190	1,568	14,631	559	96.32%
Total Expenditures	<u>2,103,560</u>	<u>2,123,825</u>	<u>289,384</u>	<u>1,990,634</u>	<u>133,191</u>	<u>93.73%</u>
Changes in fund balance	49,140	1,875	<u>\$ (79,347)</u>	225,838	<u>\$ 223,963</u>	
Fund balance:						
Beginning of year	<u>1,709,443</u>	<u>1,709,443</u>		<u>1,709,443</u>		
End of period	<u>1,758,583</u>	<u>1,711,318</u>		<u>1,935,281</u>		
Cash Balances at 6/30/24:						
Checking				148,441		
LAIF				<u>1,673,476</u>		
Total				<u>1,821,917</u>		

ROSSMOOR COMMUNITY SERVICES DISTRICT
Statement of Revenue Budget vs Actuals
For the Accounting Period: 6 / 24

Fund	Account	Received		Estimated Revenue	Revenue	
		Current Month	Received YTD		To Be Received	% Received
10 General Fund						
3000 Property Tax						
3001	Current Secure Property Tax	9,735.37	1,197,378.70	1,242,000.00	44,621.30	96 %
3002	Current Unsecured Prop Tax	4,388.06	36,554.09	36,900.00	345.91	99 %
3003	Prior Secured property Tax	598.58	8,217.91	15,200.00	6,982.09	54 %
3004	Prior Unsecured Property Tax	524.77	524.77	3,300.00	2,775.23	16 %
3005	Delinquent Propert Taxes	298.88	2,332.77	1,100.00	-1,232.77	212 %
3006	Current Supplemental Assessment	4,463.94	30,025.88	19,600.00	-10,425.88	153 %
3007	Prior supplemental assessment	2,084.50	2,084.50	0.00	-2,084.50	%
3008	Public Utility Tax	0.64	18,868.50	10,900.00	-7,968.50	173 %
3009	State Homeowners prop. Tax Relief	742.25	4,948.32	4,100.00	-848.32	121 %
	Account Group Total:	22,836.99	1,300,935.44	1,333,100.00	32,164.56	98 %
3100						
3101	Street light assessments	7,939.49	454,142.47	404,300.00	-49,842.47	112 %
	Account Group Total:	7,939.49	454,142.47	404,300.00	-49,842.47	112 %
3200						
3201	Interest on Investments	40,175.72	82,042.91	30,000.00	-52,042.91	273 %
	Account Group Total:	40,175.72	82,042.91	30,000.00	-52,042.91	273 %
3300 INTERGOVERNMENTAL REVENUE						
3301	Prop. 68 Grant Funding	39,824.00	39,824.00	56,000.00	16,176.00	71 %
3304	County street sweep reimbursement	78,457.68	78,457.68	80,000.00	1,542.32	98 %
	Account Group Total:	118,281.68	118,281.68	136,000.00	17,718.32	87 %
3400 RENTAL & PERMITS						
3401	Tennis Courts Reservations	1,764.00	18,391.00	21,000.00	2,609.00	88 %
3402	Tennis Instructor Private Lessons	1,691.25	18,949.25	16,000.00	-2,949.25	118 %
3403	Basketball Court Reservations	132.00	1,657.00	0.00	-1,657.00	%
3404	Sand Volleyball Court Reservations	37.00	73.00	0.00	-73.00	%
3405	Rossmoor Park Ball Field Reservations	0.00	10,700.00	12,500.00	1,800.00	86 %
3406	Rush Park Ball field reservations	12.23	15,124.48	12,500.00	-2,624.48	121 %
3407	Pickleball Reservation	2,497.50	16,193.50	12,000.00	-4,193.50	135 %
3408	Pickleball Instructor Private Lessons	0.00	0.00	3,000.00	3,000.00	0 %
3411	Signature Wall Banner Rental	0.00	360.00	300.00	-60.00	120 %
3421	Tree Revenue	300.00	3,332.60	5,000.00	1,667.40	67 %
3422	Tree Violation Fines	300.00	1,470.00	0.00	-1,470.00	%
3431	Rossmoor Building Rental	395.00	5,405.00	2,500.00	-2,905.00	216 %
3432	Rossmoor Park Picnic Site	345.00	3,241.00	2,500.00	-741.00	130 %
3441	Montecito Building Rental	1,990.50	28,698.52	25,000.00	-3,698.52	115 %
3451	Rush Building Rental	4,613.19	78,460.71	67,000.00	-11,460.71	117 %
3452	Rush Park Picnic Site	408.36	8,427.15	7,000.00	-1,427.15	120 %
3453	Rush Park Kitchen	3.95	1,385.43	1,000.00	-385.43	139 %
	Account Group Total:	14,489.98	211,868.64	187,300.00	-24,568.64	113 %
3500						
3501	MISC REVENUE	1,313.37	17,200.74	10,000.00	-7,200.74	172 %
3502	Sponsorships	5,000.00	32,000.00	25,000.00	-7,000.00	128 %
	Account Group Total:	6,313.37	49,200.74	35,000.00	-14,200.74	141 %

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ROSSMOOR COMMUNITY SERVICES DISTRICT
Statement of Revenue Budget vs Actuals
For the Accounting Period: 6 / 24

Page: 2 of 2
Report ID: B110C

Fund	Account	Received Current Month	Received YTD	Estimated Revenue	Revenue To Be Received	% Received
	Fund Total:	210,037.23	2,216,471.88	2,125,700.00	-90,771.88	104 %
	Grand Total:	210,037.23	2,216,471.88	2,125,700.00	-90,771.88	104 %

ROSSMOOR COMMUNITY SERVICES DISTRICT
Statement of Expenditure - Budget vs. Actual Report
For the Accounting Period: 6 / 24

Fund Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
10 General Fund							
5000							
5010 Administration							
4000	Board of Directors Compensatn	600.00	6,900.00	11,000.00	11,000.00	4,100.00	63%
4002	Salaries - Part-time	8,055.00	53,067.41	82,100.00	82,100.00	29,032.59	65%
4003	Overtime	1,004.09	13,316.05	10,500.00	12,000.00	-1,316.05	111%
4006	SALARIES - ADMINISTRATION	17,430.70	240,131.81	255,800.00	257,500.00	17,368.19	93%
4007	VEHICLE ALLOWANCE (MILEAGE)	432.84	2,018.21	2,100.00	2,100.00	81.79	96%
4008	SALARIES - PARK AND RECREATION	13,488.48	184,644.79	166,100.00	167,500.00	-17,144.79	110%
4009	SALARIES - Park /TREE MAINTENANCE	4,588.80	60,860.35	59,700.00	59,700.00	-1,160.35	102%
4010	Workers Compensation Insurance	-1,641.60	10,333.56	15,000.00	15,000.00	4,666.44	69%
4011	Medical Insurance	0.00	87,036.82	84,000.00	84,000.00	-3,036.82	104%
4015	Federal Payroll Tax -FICA	3,591.62	47,346.92	56,390.00	56,390.00	9,043.08	84%
5002	Insurance - Liability	0.00	38,722.00	41,000.00	41,000.00	2,278.00	94%
5004	Memberships and Dues	150.00	10,649.59	9,980.00	10,500.00	-149.59	101%
5006	Travel & Meetings	518.44	1,482.73	2,630.00	2,630.00	1,147.27	56%
5007	Televised Meeting Costs	2,369.06	17,223.13	23,100.00	23,100.00	5,876.87	75%
5008	Gasoline	0.00	2,950.45	5,250.00	5,250.00	2,299.55	56%
5010	Publications & Legal Notices	968.50	10,699.03	7,880.00	7,880.00	-2,819.03	136%
5012	Printing	186.37	4,516.26	4,200.00	4,200.00	-316.26	108%
5014	Postage	224.80	1,263.51	2,100.00	2,100.00	836.49	60%
5016	Office & Meeting Supplies	4,824.62	11,990.01	15,750.00	15,750.00	3,759.99	76%
5018	Janitorial Supplies	3,878.02	23,015.93	20,790.00	20,790.00	-2,225.93	111%
5020	Telephone	1,245.29	11,629.19	10,500.00	10,500.00	-1,129.19	111%
5021	Computer/Email/Server Costs	1,246.83	10,592.95	5,250.00	9,000.00	-1,592.95	118%
5030	Vehicle Maintenance	2,106.57	3,004.30	10,500.00	10,500.00	7,495.70	29%
5032	Building & Grounds-Maintenance	16,388.13	111,985.10	85,050.00	85,050.00	-26,935.10	132%
5045	Miscellaneous Expenditures	282.34	20,524.96	21,000.00	21,000.00	475.04	98%
5046	Bank Service Charge	161.10	3,274.00	4,200.00	4,200.00	926.00	78%
5610	Legal Services	8,972.50	32,745.50	65,520.00	65,520.00	32,774.50	50%
5615	Financial Audit-Consulting	0.00	20,200.00	19,950.00	19,950.00	-250.00	101%
5620	Outsource Financial Consultant	12,000.00	72,000.00	72,450.00	72,450.00	450.00	99%
5670	Other Professional Services	4,429.22	37,474.90	42,000.00	42,000.00	4,525.10	89%
6010	Equipment	0.00	2,110.75	2,100.00	2,100.00	-10.75	101%
6025	Software	24.00	2,043.76	10,500.00	10,500.00	8,456.24	19%
	Account Total:	107,525.72	1,155,753.97	1,224,390.00	1,233,260.00	77,506.03	94%
5020 Recreation							
5017	Community Events	8,102.44	75,376.05	63,000.00	63,000.00	-12,376.05	120%
	Account Total:	8,102.44	75,376.05	63,000.00	63,000.00	-12,376.05	120%
5030 Rossmoor Park							
5022	Utilities	833.95	13,280.39	13,130.00	13,130.00	-150.39	101%
5023	Water	0.00	42,367.24	63,000.00	63,000.00	20,632.76	67%
5025	SECURED PROP TAX	0.00	1,089.58	1,260.00	1,260.00	170.42	86%
5034	Alarm Systems/Security	0.00	492.00	1,050.00	1,050.00	558.00	47%
5045	Miscellaneous Expenditures	4,699.80	5,657.22	4,730.00	4,730.00	-927.22	120%
5051	Equipment Rental	0.00	0.00	530.00	530.00	530.00	0%
5052	Minor Facility Repairs /Tools	0.00	0.00	1,050.00	1,050.00	1,050.00	0%
5655	Landscape Maintenance / Janitorial	4,444.25	39,312.03	34,500.00	34,500.00	-4,812.03	114%
6005	Buildings and Improvements	67,322.93	75,929.50	90,000.00	101,395.00	25,465.50	75%

ROSSMOOR COMMUNITY SERVICES DISTRICT
Statement of Expenditure - Budget vs. Actual Report
For the Accounting Period: 6 / 24

Fund Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
10 General Fund							
	Account Total:	77,300.93	178,127.96	209,250.00	220,645.00	42,517.04	81%
5040 Montecito Center							
	5022 Utilities	153.38	1,941.55	2,100.00	2,100.00	158.45	92%
	5023 Water	480.15	3,520.01	4,730.00	4,730.00	1,209.99	74%
	5025 SECURED PROP TAX	0.00	915.04	1,050.00	1,050.00	134.96	87%
	5034 Alarm Systems/Security	0.00	504.00	680.00	680.00	176.00	74%
	5045 Miscellaneous Expenditures	0.00	393.29	530.00	530.00	136.71	74%
	5052 Minor Facility Repairs /Tools	0.00	1,760.75	530.00	530.00	-1,230.75	332%
	5655 Landscape Maintenance / Janitorial	333.25	3,807.03	3,830.00	3,830.00	22.97	99%
	Account Total:	966.78	12,841.67	13,450.00	13,450.00	608.33	95%
5050 Rush Park							
	5022 Utilities	1,621.64	28,871.84	33,180.00	33,180.00	4,308.16	87%
	5023 Water	0.00	29,309.48	52,500.00	52,500.00	23,190.52	56%
	5025 SECURED PROP TAX	0.00	4,169.92	4,410.00	4,410.00	240.08	95%
	5034 Alarm Systems/Security	0.00	1,354.00	840.00	840.00	-514.00	161%
	5045 Miscellaneous Expenditures	275.00	823.06	530.00	530.00	-293.06	155%
	5051 Equipment Rental	1,018.75	2,672.00	1,580.00	1,580.00	-1,092.00	169%
	5052 Minor Facility Repairs /Tools	376.91	376.91	530.00	530.00	153.09	71%
	5655 Landscape Maintenance / Janitorial	2,999.25	34,391.80	34,500.00	34,500.00	108.20	100%
	6005 Buildings and Improvements	63,718.73	68,853.90	65,000.00	65,000.00	-3,853.90	106%
	Account Total:	70,010.28	170,822.91	193,070.00	193,070.00	22,247.09	88%
5060 Street Lighting							
	5650 Street Lighting and Maintenance	10,014.81	118,607.38	113,100.00	113,100.00	-5,507.38	105%
	Account Total:	10,014.81	118,607.38	113,100.00	113,100.00	-5,507.38	105%
5070 Street Sweeping							
	5642 Street Sweeping	13,076.28	84,995.82	83,100.00	83,100.00	-1,895.82	102%
	Account Total:	13,076.28	84,995.82	83,100.00	83,100.00	-1,895.82	102%
5080 Parkway Trees							
	5017 Community Events	43.70	655.56	1,580.00	1,580.00	924.44	41%
	5656 Tree Trimming	387.20	133,108.15	137,030.00	137,030.00	3,921.85	97%
	5660 TREE REMOVAL	0.00	10,490.80	3,150.00	3,150.00	-7,340.80	333%
	6015 Trees	387.20	35,222.10	47,250.00	47,250.00	12,027.90	75%
	Account Total:	818.10	179,476.61	189,010.00	189,010.00	9,533.39	95%
5090 Mini-Parks and Medians							
	5022 Utilities	0.00	182.14	530.00	530.00	347.86	34%
	5023 Water	1,235.04	10,641.96	10,500.00	10,500.00	-141.96	101%
	5045 Miscellaneous Expenditures	0.00	0.00	110.00	110.00	110.00	0%
	5051 Equipment Rental	0.00	0.00	110.00	110.00	110.00	0%
	5052 Minor Facility Repairs /Tools	0.00	0.00	110.00	110.00	110.00	0%
	5655 Landscape Maintenance / Janitorial	333.25	3,807.03	3,830.00	3,830.00	22.97	99%
	Account Total:	1,568.29	14,631.13	15,190.00	15,190.00	558.87	96%
	Account Group Total:	289,383.63	1,990,633.50	2,103,560.00	2,123,825.00	133,191.50	94%

07/24/24
15:27:27

ROSSMOOR COMMUNITY SERVICES DISTRICT
Statement of Expenditure - Budget vs. Actual Report
For the Accounting Period: 6 / 24

Page: 3 of 3
Report ID: B100C

Fund Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
	Fund Total:	289,383.63	1,990,633.50	2,103,560.00	2,123,825.00	133,191.50	94%
	Grand Total:	289,383.63	1,990,633.50	2,103,560.00	2,123,825.00	133,191.50	94%

EXPLANATION OF SIGNIFICANT VARIANCES FROM BUDGETED AMOUNTS
JUNE 2024

Revenue Accounts

Account Code	%	Item	Explanation
3005	212	Delinquent Property Taxes	The County administers the property taxes for all governmental agencies, and the District does not have any information about the payments and delinquencies. The budget is a nominal amount and was a conservative estimate.
3006	153	Current Supplemental Assessment	The County administers the property taxes for all governmental agencies, and Supplemental assessments are volatile. The budget was a conservative estimate.
3008	121	Public Utility Tax	The County administers the property taxes for all governmental agencies, and the District does not have any information about the public utility levies. The budget was a conservative estimate.
3201	273	Interest on Investments	Higher due to rise in quarterly interest, GASB 31, and a rise in County interest on unapportioned taxes.
3406	121	Rush Park Ball Field Reservations	Higher demand for facility than anticipated.
3407	135	Pickleball Reservation	Higher volume of reservation than anticipated.
3408	0	Pickleball Instructor Private Lessons	The agreement with the PB Instructor was signed August 1, 2024. Registration is now ongoing.
3411	120	Signature Wall Banner Rental	Unexpected amount of rentals throughout the year.
3431	216	Rossmoor Building Rental	Higher amount of rental due to election activity and enhanced marketing.
3432	130	Rossmoor Park Picnic Site	Higher amount of rental than anticipated.
3451	120	Rush Park Picnic Site	Higher amount of rental than anticipated.
3452	139	Rush Park Kitchen	Higher amount of rental than anticipated.
3501	172	Misc Revenue	Higher than anticipated due to increase in Winter Festival ticket sales

Expenditure Accounts

Account Code	%	Item	Explanation
5010-4000	63	Board of Directors Compensation	Under due to minimum number of meetings
5010-4002	65	Salaries - Part-time	Under due to vacancies that were unable to be filled
5010-4010	69	Workers Compensation Insurance	Better rates due to less claims
5010-5006	56	Travel & Meeting	Under budget due to CJPIA sponsorship
5010-5008	56	Gasoline	This account is on target. The expense will fluxuate due to premiums and activity.
5010-5010	136	Publications & Legal Notices	Extra expenditures due to traffic meeting notices.
5010-5014	60	Postage	This account is on target and fluxuates depending on volumn of mailers and postcards.
5010-5030	29	Vehicle Maintenance	Vehicles have been maintained but budgeted for any unforeseen expenses. No major repairs were needed during fiscal year.
5010-5032	132	Building & Grounds Maintenance	Unexpected amount of emergency sprinkler and electrical repairs and replacement of fixtures.
5010-5610	50	Legal Services	Less legal activity and budget has been reduced for the 24-25 fiscal year.
5010-6025	19	Software	Software has been updated. Anticipate adding in additional work stations.
5020-5017	120	Community Events	Was expected to go over due to added Wellness Festival, Havest Festival, and Farmer's Market. This account is offset by sponorships
5030-5023	67	Rossmoor Park - Water	Under budget due to excessive rainfall throughout the year.
5030-5034	47	Rossmoor Park - Alarm System/Sec.	Invoices paid quarterly. May be incumbering additional invoices.
5030-5045	120	Rossmoor Park - Misc Exp.	Over due to general maintenance, irrigation valve replacement, and tennis court benches.
5040-5052	332	Montecito Center - Minor Fac. Repairs	Unexpected repair for security gate
5050-5023	56	Rush Park - Water	Under budget due to excessive rainfall throughout the year.
5050-5034	161	Rush Park - Alarm System/Sec.	Unanticipated emergency service call made for repairs and replacement parts
5050-5045	155	Rush Park - Misc Exp.	Over due to signage and general maintenance
5050-5051	169	Rush Park - Equipment Rental	Rented out a stage and handicap ramp for event
5080-5660	333	Parkway Trees - Tree Trimming	Seasonal Project. Over budget due to safety removals.

06/05/24
16:35:18

ROSSMOOR COMMUNITY SERVICES DISTRICT
Claim Approval List
For the Accounting Period: 6/24

Page: 1 of 2
Report ID: AP100

* ... Over spent expenditure

Claim	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
814		923 U.S BANK CAL-CARD	14,574.90					
	Bill 5-27-25							
	04/25/24	Google	12.00			10 5010	6025	1010
	04/27/24	Amazon	199.22			10 5010	5016	1010
	04/28/24	QR.IO	35.00			10 5010	5045	1010
	04/25/24	CR&R	1,483.45*			10 5010	5032	1010
	05/01/24	Lloyd Pest	4,195.20*			10 5010	5032	1010
	05/03/24	CSDA	25.00			10 5010	5016	1010
	05/02/24	Staples	187.07			10 5010	5016	1010
	05/03/24	Vons	16.99			10 5010	5016	1010
	05/03/24	Pauls Place	102.08			10 5010	5016	1010
	05/03/24	Katella Deli	16.70			10 5010	5016	1010
	05/07/24	Seal Beach Chamber of Commerce	60.00			10 5010	5006	1010
	05/09/24	Microsoft	6.58*			10 5010	5021	1010
	05/09/24	Norm Reeves Ford	2,106.57			10 5030	6005	1010
	05/12/24	Staples	59.70			10 5010	5016	1010
	05/12/24	Staples	31.78			10 5010	5016	1010
	05/10/24	Ralphs	51.65			10 5010	5016	1010
	05/11/24	Sunrise Donuts	17.50			10 5010	5016	1010
	05/13/24	Lloyd Pest	55.00*			10 5010	5032	1010
	05/13/24	Frontier	79.01*			10 5010	5020	1010
	05/13/24	Frontier	105.98*			10 5010	5021	1010
	05/13/24	Verizon	61.06*			10 5010	5021	1010
	05/14/24	Canva	119.99*			10 5010	5021	1010
	05/14/24	Sir Speedy	376.91			10 5050	5052	1010
	05/14/24	OC Fire	189.53*			10 5020	5017	1010
	05/14/24	OC Pub Wks	1,000.00*			10 5020	5017	1010
	05/15/24	USPS	10.40			10 5010	5014	1010
	05/14/24	Chick-Fil-A	25.86			10 5010	5016	1010
	05/16/24	Grocery Outlet	20.93			10 5010	5016	1010
	05/16/24	5th Ave. Bagelry	39.92			10 5010	5016	1010
	05/16/24	Ralphs	34.52			10 5010	5016	1010
	05/16/24	Ralphs	21.78			10 5010	5016	1010
	05/16/24	Katella Deli	33.95			10 5010	5016	1010
	05/16/24	Donut Boss	74.75			10 5010	5016	1010
	05/16/24	Donut Boss	16.75			10 5010	5016	1010
	05/17/24	USPS	10.40			10 5010	5014	1010
	05/18/24	Staples	57.95			10 5010	5016	1010
	05/17/24	Pauls Place	165.32			10 5010	5016	1010
	05/17/24	TAB Answer Network	30.00*			10 5010	5020	1010
	05/17/24	Amazon	21.52			10 5030	5045	1010
	05/17/24	Amazon	39.09			10 5030	5045	1010
	05/19/24	T-Mobile	245.00*			10 5010	5020	1010
	05/20/24	Frontier	230.59*			10 5010	5021	1010

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ROSSMOOR COMMUNITY SERVICES DISTRICT
Claim Approval List
For the Accounting Period: 6/24

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* ... Over spent expenditure

Claim	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
	05/23/24	FW Gillibrand Co	1,361.93			10 5030	6005	1010
	05/24/24	In-N-Out	56.82			10 5010	5006	1010
	05/24/24	CR&R	1,483.45*			10 5010	5032	1010
815	999999	VICKIE FAN	200.00					
Deposit Refund								
	05/29/24	Deposit Refund Fan	200.00			10 2220		1010
816	999999	MARTIN MARGEL	275.00					
Wash Windows								
	05/31/24	Wash Windows	275.00*			10 5050	5045	1010
817	102	EVENT NEWS-ENTERPRISE	125.00					
Budget Hearing Notice								
	00142599	05/22/24 Budget Hearing Notice	125.00*			10 5010	5010	1010
818	657	FLOOR TECH GROUP	61,719.00					
Rush Auditorium floor								
	15676	05/31/24 Rush Auditorium Floor	61,719.00*			10 5050	6005	1010
819	1075	LB Party Rental	750.00					
Handicap ramp								
	4139	05/30/24 handicap ramp	750.00*			10 5050	5051	1010
820	1073	Pacific Landmark Electric Inc.	1,999.73					
Remove floor outlets Rush Park								
	240603	05/31/24 Remove Rush floor outlets	1,999.73*			10 5050	6005	1010
821	910	PETE'S PLUMBING	3,921.00					
Replace water line 3402 Yellowtail Dr.								
	144952	05/28/24 Repl water line 3402 Yellowtai	3,921.00*			10 5010	5032	1010
822	1066	Philip Reyes	900.00					
Deposit for 7/13								
	06/05/24	Deposit for 7/13	900.00*			10 5020	5017	1010
823	386	MARIA SHAFER	206.00					
Minutes 5/14								
	043	05/27/24 Minutes 5/14	206.00*			10 5010	5010	1010
		# of Claims	10	Total:				84,670.63

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ROSSMOOR COMMUNITY SERVICES DISTRICT
Claim Approval List
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For doc #s from to 999999
* ... Over spent expenditure

Claim	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
824	999999	LAWRENCE ANSON	25.00					
		Picnic Site A Cancellation						
		06/11/24 Anson Refund	25.00			10 3432		1010
825	999999	SKYLER CLARK	200.00					
		Deposit Refund						
		06/10/24 Clark Refund	200.00			10 2220		1010
826	999999	FRIENDS OF LIBRARY	200.00					
		deposit refund						
		06/10/24 Friends of Library Refund	200.00			10 2220		1010
827	999999	SARAH HOLL	350.00					
		deposit refund						
		06/10/24 Hull Refund	350.00			10 2220		1010
828	999999	LAKEWOOD HIGH SCHOOL STUDENT	250.00					
		deposit refund						
		06/10/24 Lakewood High School Refund	250.00			10 2220		1010
829	999999	GLENDA LLAMAS	250.00					
		deposit refund						
		06/10/24 Llamas Refund	250.00			10 2220		1010
830	999999	SAGE OAK CHARTER SCHOOL	250.00					
		deposit refund						
		06/10/24 Sage Oak Charter School Refund	250.00			10 2220		1010
831	575	ELITE SPECIAL EVENTS, INC.	760.00					
		Rossmoor Family Festival						
		152 06/11/24 Festival 6/8	760.00*			10 5020	5017	1010
832	1069	LandCare Holdings, Inc.	6,665.00					
		june						
	746963	06/01/24 June LandCare	2,999.25*			10 5030	5655	1010
	746963	06/01/24 June LandCare	2,999.25			10 5050	5655	1010
	746963	06/01/24 June LandCare	333.25			10 5040	5655	1010
	746963	06/01/24 June LandCare	333.25			10 5090	5655	1010

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ROSSMOOR COMMUNITY SERVICES DISTRICT
Claim Approval List
For the Accounting Period: 6/24

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For doc #s from to 999999
* ... Over spent expenditure

Claim	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
833		588 LOS ALAMITOS CHAMBER COMMERCE	150.00					
		Chamber Membership						
	4867	06/04/24 Los Al Area CoC Membership	150.00*			10 5010	5004	1010
834		1076 MAIN PATROL INC.	972.00					
		Rossmoor Park Court Security						
	01	06/06/24 Rossmoor Park Court Security	972.00			10 5030	5045	1010
835		899 SCA OF CA, LLC	6,538.14					
		street sweeping june						
	135433SP	06/10/24 June SCA	6,538.14			10 5070	5642	1010
836		21 TAYLOR TENNIS COURTS INC	65,961.00					
		tennis court and chain link fence						
	7593	06/11/24 Convert pickle ball and resurf	65,961.00			10 5030	6005	1010
837		309 TRIPEPI SMITH	1,022.44					
		May Meeting						
	12390	05/31/24 May Meeting	1,022.44			10 5010	5007	1010
838		1048 Vital Records Control	174.34					
		vrc						
	4309137	05/31/24 Vital Records June	174.34			10 5010	5045	1010
839		1077 WELL STIX	400.00					
		Yoga in Park						
	1	06/05/24 Yoga in Park	400.00*			10 5020	5017	1010
		# of Claims	16	Total:				84,167.92

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ROSSMOOR COMMUNITY SERVICES DISTRICT
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For doc #s from to 999999
* ... Over spent expenditure

Claim	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
842		999999 MICHAEL MADNICK	200.00					
	Deposit Refund							
		06/14/24 Refund Madnick	200.00			10 2220		1010
843		999999 NADIA PEREIRA	200.00					
	Deposit Refund							
		06/17/24 Pereira Refund	200.00			10 2220		1010
844		999999 LISA MAIS	250.00					
	Deposit Refund - Pathways to Independence							
		06/24/24 Mais Refund - Pathways to Ind.	250.00			10 2220		1010
845		999999 CRAIG SUTHERLAND	350.00					
	Deposit Refund							
		06/17/24 Sutherland Refund	350.00			10 2220		1010
846		999999 DANIEL VAN ANDLER	150.00					
	deposit Refund							
		06/24/24 Van Andler Refund	250.00			10 2220		1010
		06/24/24 Van Andler - 1 Hr Over Time	-100.00			10 3451		1010
847		999999 SERENA VIOLETTE	200.00					
	Deposit Refund							
		06/19/24 Violette Refund	200.00			10 2220		1010
848		49 CITY OF BREA	1,905.00					
	May Payment							
		ASIT001409 06/19/24 IT Services - May 2024	1,905.00			10 5010	5670	1010
849		304 CBE SOLUTIONS	186.37					
	Copier Useage							
		IN2744786 06/20/24 Copier Useage	186.37*			10 5010	5012	1010
850		102 EVENT NEWS-ENTERPRISE	300.00					
	Rossmoor Family Fest							
		00142851 05/29/24 Rossmoor Family Fest	150.00*			10 5010	5010	1010
		00142850 05/30/24 Rossmoor Family Fest	150.00*			10 5010	5010	1010
851		614 GDC COMMUNICATIONS & SOUND	400.00					
	Movie in the Park							
		2024008 06/13/24 Movie in the Park	400.00*			10 5020	5017	1010

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ROSSMOOR COMMUNITY SERVICES DISTRICT
Claim Approval List
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For doc #s from to 999999
* ... Over spent expenditure

Claim	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
852		1011 Governmental Financial Services	6,000.00					
	May 2024							
		05/31/24 Services for May 2024	6,000.00			10 5010	5620	1010
853		226 HILL'S BROTHERS LOCK & SAFE	1,511.50					
	Broken Lock Repair							
		87573 06/17/24 Broken Lock Repair/Parts	1,511.50*			10 5010	5032	1010
854		212 JONES & MAYER	4,782.50					
	April & May Services							
		123073 05/31/24 April & May Services	4,782.50			10 5010	5610	1010
855		1069 LandCare Holdings, Inc.	1,340.00					
	Rossmoor Park Irrigation Valve Box replacement							
		755810 06/21/24 Rossmoor Pk Irr Valve Replace	1,340.00			10 5030	5045	1010
856		910 PETE'S PLUMBING	298.50					
	Clear Drain Stoppage							
		145363 06/20/24 Clear Out Drain Stoppage	298.50*			10 5010	5032	1010
857		594 PRINT MASTERS	43.70					
	Mulch Yard Banner							
		70528 06/25/24 Mulch Yard Vinyl Banner	43.70			10 5080	5017	1010
858		899 SCA OF CA, LLC	6,538.14					
	January 2024							
		134510SP 01/15/24 January 2024	6,538.14*			10 5070	5642	1010
859		1078 SURF CITY RENOVATIONS INC.	2,450.00					
	Mold Contamination in Rossmoor Shop Area							
		2024-0024 06/25/24 Mold Contamination Rossmoor	2,450.00*			10 5010	5032	1010
860		629 UNITED RENTALS INC	758.03					
	Light Towers							
		234817946 06/11/24 Light Towers	758.03*			10 5020	5017	1010
861		22 WEST COAST ARBORISTS, INC.	387.20					
	Tree Maintenance							
		215770 06/15/24 Tree Maintenance	387.20			10 5080	5656	1010
		# of Claims 20	Total: 28,250.94					

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ROSSMOOR COMMUNITY SERVICES DISTRICT
Claim Approval List
For the Accounting Period: 6/24

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* ... Over spent expenditure

Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
862		150 JOE MENDOZA	489.94						
Exp Reimb									
	06/26/24	Mileage 1/24-6/24	389.94			10 5010	4007		1010
	05/14/24	30th Anniversary dinner Omero	100.00			10 5010	5006		1010
		Total for Vendor:	489.94						
		# of Claims	1	Total:	489.94	# of Vendors	1		

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM G-1

Date: August 13, 2024

To: Honorable Board of Directors

From: General Manager Joe Mendoza

Subject: FIRST READING PROPOSED POLICY NO. 6017 RE: PARK TREE AND MEMORIAL BENCH DONATIONS

RECOMMENDATION

The Tree Committee (Directors Barke and Shade) of the Rossmoor Community Services District (RCSD) recommends that the RCSD Board of Directors give first reading of Proposed Policy No. 6017 Re: Park Tree and Memorial Bench Donations.

BACKGROUND

Rossmoor Community Services District (RCSD) is in need of a policy to set a standard for those who wish to remember their loved ones with the planting of a tree or a park bench in either Rossmoor or Rush Park. Though this informal program has been in effect for several years, a formal policy has not yet been established. The Tree Committee reviewed and approved the draft of this policy at their meeting on July 30, 2024.

ATTACHMENTS

1. Proposed Policy No. 6017 Park Tree and Memorial Bench Donations
2. Memorial Tree and Bench Application - Draft

PARK TREE AND MEMORIAL BENCH DONATION POLICY – FIRST DRAFT**POLICY NO.6017**

- A. Rossmoor residents may donate a memorial bench or tree for placement in Rossmoor Park or Rush Park, based on this policy.
- B. Donation requests must be submitted to the RCSD office on the “Memorial Tree and Bench Donation” application form.
- C. Only applications for natural deceased persons who were formerly Rossmoor residents will be considered for a memorial park tree or bench.
- D. The Park superintendent or District Arborist will review all applications for donating memorial benches and trees and approve applications based on location availability and residential status in Rossmoor.
- E. All approved donations will become the property of the Rossmoor Community Services District.
- F. Tree species must be approved by the District Arborist.
- G. Bench type and model will be at the discretion of the General Manager.
- H. Memorial plaques will only be allowed on benches. All plaques will be uniform in size and material. All plaques will have standard wording limited to the following list of 12 choices: “Dedicated to (Name)”; “Donated by (Name)”; “In Memory of (Name)”; “In Loving Memory of (Name)”; “Dedicated to the Memory of (Name)”; “Given in Loving Memory of (Name)”; “In Celebration of (Name)”; “In Honor of (Name)”; “In Honor and Memory of (Name)”; “In Tribute to (Name)”; “In Appreciation of (Name)”; or “In Grateful Appreciation to/of (Name)”. In addition, the following 2 options may be applied to the standard wording selection: 1) Birth and death dates (full dates or just years): 2) Inclusion of Title and/or Rank and/or United States Military Service Organization affiliation to the name.
- I. Plaques are not available for trees. Instead, a keepsake certificate will be provided that includes the name of the person being commemorated, the planting date, tree species, and park location. All tree plaques purchased before this policy was enacted will be allowed to remain on memorial trees for the life of the plaques. A keepsake certificate will also be issued to residents who donated trees before this policy was enacted.
- J. All rules of Tree Protection Policy 3080 apply to park trees. Only District staff are allowed to prune trees, fertilize trees, or install stakes and other supports and maintain benches.
- K. Flowers, signs, plants, charms, or other attachments are not to be attached to the tree, tree supports, benches, or left at the base of a tree or bench.
- L. Coordinated tree or bench installations for memorial ceremonies cannot be accommodated.
- M. Trees that die from natural causes, or are severely damaged by severe weather, pests, disease, or vandalism within 10 years of planting will be replaced at no charge.

- N. Damaged benches will be repaired as needed or replaced, if necessary, as determined by the Park Superintendent.
- O. Trees are planted October-March by District contractors.
- P. Benches will be installed by RCSD staff within 60 days of shipment of bench being received.
- Q. Preferred locations in park areas will be accommodated if space is available.
- R. The RCSD reserves the right to relocate a tree or bench if the location conflicts with future park developments. The RCSD will make every effort to notify the tree donor if this occurs. The District will make every effort to contact the original donor or their family members to coordinate the relocation of the tree or bench to a suitable location.
- S. Fees may be reviewed annually each year and may be reviewed, evaluated, changed and/or modified separately without affecting this policy.
- T. Current fees are listed on Memorial and Tree Bench Application.
- U. Full payment is expected at that time in the form of a check or credit/debit card (Master Card or Visa).
- V. Once final approval and a final signature are obtained from the applicant, funds will not be returned on any items already ordered or installed, or services rendered.

Dated _____

ROSSMOOR COMMUNITY SERVICE DISTRICT

3001 Blume Dr. Rossmoor, CA 90720

Phone: (562) 430-3707

Residents of Rossmoor can honor a loved one by donating a tree or bench to be planted or installed in Rossmoor parks. Benches will feature a plaque of recognition at the base. Since plaques are not available for trees, a certificate of planting will be provided. All donations are tax-deductible and will cover materials and installation costs.

MEMORIAL TREE AND BENCH APPLICATION

Name: _____

Rossmoor Address: _____

Daytime Phone: (____) _____ - _____

Park (Rossmoor or Rush only):

Preferred Park Location:

Preferred Tree Species: _____

Memorial Bench Plaque Inscription (up to 4 lines):

Current Fees:

- **Memorial Trees** \$300.00 - 24-inch box standard nursery stock (specialty stock trees may be available at a higher cost)
- **Memorial Bench** Cost range between \$1500.00 - \$1800.00

Signature of Applicant

Date

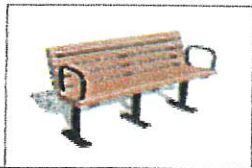
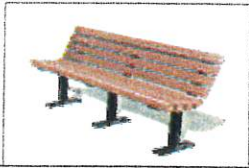
For office use only

Application received date: _____

Approved by: _____

Payment amount received: _____

Payment type or check #: _____



ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM G-2

Date: August 13, 2024

To: Honorable Board of Directors

From: General Manager Joe Mendoza

Subject: FIRST AND FINAL READING OF AN AMENDMENT TO POLICY NO. 2160
DEFERRED COMPENSATION

RECOMMENDATION

It is recommended that the Rossmoor Community Services District (RCSD) Board Of Directors approve the first and waive the second reading of amended Policy No. 2160.

INFORMATION

The Budget Committee of the Rossmoor Community Services District (Directors Maynard and DeMarco) have recommended to the Board of Directors the addition of a 3% employer match on gross salary to the existing Deferred Compensation Program. As part of the FY 2024-2025 budget planning process, the Board approved offering the 3% employer matching program to full-time employees. The matching portion of the deferred compensation program would consist of up to a 3% employer match on gross salary, not including overtime. This would amount to a maximum of \$10,300 annually if each current eligible employee were to participate.

At their regularly scheduled Board Meeting held on July 9, 2024, the RCSD Board of Directors instructed staff to schedule a Special Meeting of the RCSD Board of Directors with Nationwide Retirement Solutions, the District's Deferred Compensation Program administrator, in order to compare deferred compensation programs and gain clarity on vesting options.

On August 6, 2024 a Special Meeting of the RCSD Board of Directors was held to confer with Nationwide. Directors DeMarco, Maynard, Searles and Shade were present; Director Barke was absent. On Zoom was Nationwide Retirement Solutions representative Amber Peters, Program Director for Southern California. A question and answer session ensued identifying the program and vesting options most suitable for the District. At the conclusion of the meeting staff was given direction by the Board of Directors to revise Policy No. 2160 as presented in Attachment 1.

ATTACHMENTS

1. Policy No. 2160 marked to show proposed changes.

Rossmoor Community Services District

Policy

No. 2160

DEFERRED COMPENSATION

-
- 2160.10** Federal Legislated Plan: The District has determined that a Deferred Compensation Plan should be made available to all eligible District employees, elected officials, and independent contractors pursuant to Federal legislation permitting such Plans.
- 2160.20** Potential Benefits: Tax benefits may accrue to deferred compensation plan participants. It is the intent of this policy that such benefits will act as incentives to District employees to voluntarily set aside and invest portions of their current income to meet their future financial requirements and supplement their Social Security at no cost to the District.
- 2160.30** U.S. Conference of Mayors: The Conference of Mayors has established a master prototype deferred compensation program for political subdivisions. The U.S. Conference of Mayors, as Plan Administrator, has agreed to hold harmless and indemnify the District, its appointed and elected officers and participating employees from any loss resulting from the U.S. Conference of Mayors or its Agent's failure to perform its duties and services pursuant to the U.S. Conference of Mayors Program.
- 2160.40** Adoption of Deferred Compensation Plan: The Rossmoor Community Services District Board of Directors hereby adopts the U.S. Conference of Mayors Deferred Compensation Program and its attendant investment options and establishes the Rossmoor Community Services District Deferred Compensation Plan for the voluntary participation of all eligible District employees, elected officials and independent contractors. The Board of Directors may determine, in its discretion and pursuant to applicable legal requirements, to revise, alter, or change the Deferred Compensation Plan which will be made available to eligible individuals and said determination may result in changing from the U.S. Conference of Mayors Deferred Compensation Program to a different program or plan.
- 2160.41** Deferred Matching Program: *The employer Deferred Matching Program ("Program") offers full-time employees up to a 3% deferred employer match on gross salary (overtime not included). Newly hired full-time employees are eligible for Program enrollment immediately and are subject to maximum annual contribution limits as defined annually by the Internal Revenue Service (IRS). After twelve (12) consecutive months of full-time employment, employees will be fully vested in the employer match. As part of the budget planning process, the Board will conduct an annual audit of the Program and maintains the ability to suspend the employer matching portion of the Program at any time at their discretion. Suspending the employer match shall not interrupt employee contribution to, or participation in the Program. The General Manager, part-time employees, elected officials and independent contractors are not eligible to participate and/or enroll in the Program.*

2160.50 District Administrator: The General Manager is authorized to execute for the District individual participation agreements with each employee, elected official and independent contractor requesting participation. The General Manager is designated "Administrator" of the applicable Plan representing the District and authorized to execute such agreements and contracts as are necessary to implement the Program.

2160.60 District Cost: It is implicitly understood that other than incidental expenses of collecting and disbursing the employee's deferrals and other minor administrative matters, there is to be no cost to the District for the Program.

Source: RCSD Resolution 94-3

Proposed Amendment 1st reading: November 9, 2004

Proposed Amendment 2nd reading and final adoption: January 11, 2005

Proposed Amendment 1st reading: August 13, 2024

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM G-3

Date: August 13, 2024

To: Honorable Board of Directors

From: General Manager Joe Mendoza
Tree Committee Members – Jeff Barke and Jo Shae

Subject: REVIEW AND DISCUSS RECOMMENDATIONS FROM THE TREE COMMITTEE

RECOMMENDATION

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

INFORMATION

The Tree Committee of the Rossmoor Community Services District (Directors Barke and Shade) met on July 30, 2024 (see Attachment 1 – meeting agenda). The following items were discussed in detail and recommendations were made:

1. CITIZEN REQUEST FOR REMOVAL OF TREE FROM PARKWAY AT 12622 MARTHA ANN DR. – Committee recommends approval.
2. CITIZEN REQUEST FOR REMOVAL OF A BRISBANE BOX TREE FROM THE FRONT PARKWAY AT 3141 DONNIE ANN RD. – Committee recommends denial.
3. PARK TREE AND MEMORIAL BENCH DONATION PROGRAM RECOMMENDATION – Committee recommends approval of the draft policy presented.
4. COLLECTION OF DELINQUENT FINES FOR TREE VIOLATION CITATIONS – Committee recommends enforcing the current policy which would allow for unpaid fines to go to collections.
5. REVIEW OF TREE PLANTING POLICY, ENFORCEMENT OF POLICY, AND VACANT SITE REPORT. – Committee recommends enforcing current policy and reaching out to those residents who have historically shown opposition to having a tree planted in their parkway.

6. PRIVATE PROPERTY PLANT MATERIAL ENCROACHMENTS ON ROSSMOOR WALL – Committee recommends enforcing current policy and sending letters to those homeowners adjacent to the wall reminding them of their responsibility to keep the wall clear of overgrowth.
7. REVIEW OF DISTRICT TREE POLICY REGARDING TREE REMOVAL REQUESTS – Committee recommends enforcing current policy and encouraging residents to bring requests to the Committee and Board for review.

ATTACHMENTS

1. July 30, 2024 Tree Committee Agenda

ROSSMOOR COMMUNITY SERVICES DISTRICT**AGENDA ITEM C-1**

Date: July 30, 2024

To: Tree Committee
Director Joe Shade
Director Jeff Barke

From: General Manager Joe Mendoza
Initiated by Mary Kingman, District Arborist

Subject: CITIZEN REQUEST FOR REMOVAL OF A PARKWAY TREE AT 12622
MARTHA ANN DRIVE

RECOMMENDATION

The Rossmoor Community Services District (RCSD) General Manager recommends that the Tree Committee review and respond to Rossmoor property owner Charles Pham's request to remove the parkway tree in front of his home at 12622 Martha Ann Drive.

BACKGROUND

Rossmoor resident and homeowner Charles Pham is requesting permission to remove the parkway tree in front of his home at 12622 Martha Ann Drive. He has stated the reasons for his request as being that roots from the tree have caused damage to his sewer system and that he has expectations of future property damage. The tree in question is a *Platanus racemosa*, commonly known as California Sycamore. The tree is between 45 and 60 years of age and has an estimated value of \$17,220.00. See Attachment 1 for statistics on California Sycamore trees in Rossmoor and pruning history of tree at 12622 Martha Ann Dr.

Mr. Pham originally contacted District Arborist Mary Kingman on April 22, 2019, with a request to have the tree trimmed or removed due to concern over its size and safety. After inspecting the tree and finding it to be healthy, without pest, disease, or structural issues, without history of limb failures, and a risk rating factor of "low", she was not able to accommodate his request to remove the tree under District Policy No. 3080 Parkway and Rossmoor Way Median Tree Maintenance. See attachment 2. Since the tree did not show any dead or loose limbs within the crown and was not overgrown, having been pruned on 1/22/2019, it did not qualify for supplemental pruning at that time. Mr. Pham continued to email Mary Kingman complaints about the tree, along with photos of small diameter limbs from the tree on the ground. Copies of mail correspondence from this service request are available for viewing.

On September 24, 2019, Mary Kingman sent General Manger Joe Mendoza a memo summarizing Mr. Pham's history of concerns and requests regarding the parkway tree. After speaking with Mr. Mendoza, Mr. Pham agreed to pay \$300.00 for a supplemental trim from District tree contractor West Coast Arborists, Inc. This pruning was intended to accommodate his personal safety concerns of limbs extending over his yard and driveway. The pruning was performed on October 8, 2019. After the pruning was complete, Mr. Pham called Mr. Mendoza to express his dissatisfaction with how the tree was pruned. Mr. Mendoza eventually refunded Mr. Pham the \$300.00 for the pruning and credited the pruning job to off-grid safety pruning. Copies of mail correspondence from this service request are available for viewing, along with before and after photos of tree pruning.

On May 8, 2024, Mr. Pham called to request that the tree be inspected due to roots discovered when his front yard was excavated during a home remodel project and concerns that tree would impact his new home construction. He also requested that his original removal request from April 22, 2019, be revisited. Ms. Kingman inspected the tree and found it to be healthy with no elevated risk levels arising from the yard excavation and removal of tree roots during that process. At the time of this inspection, she did not observe any health or safety concerns with the tree. See Attachment 3 for Ms. Kingman's arborist report on the tree. She responded to his request via email, informing him that the tree did not qualify for removal under RCSD Tree Policy 3080. Ms. Kingman also informed Mr. Mendoza of Mr. Pham's request.

On May 20, 2024, Mr. Mendoza received a letter from Mr. Pham and Nancy Nguyen sent through their general contractor Eddie Kesky's office, requesting removal of the parkway tree due to concern over roots and concern over potential damage to the home and sewer system. A copy of District protocol for tree roots in sewer lines is attached.

Orange County Public Works provided an invoice that includes recent sidewalk work completed at 12622 Martha Ann Dr. See Attachment 6.

ATTACHMENTS

1. Information on California Sycamore trees and statistics on species inventory in Rossmoor.
2. RCSD Policy No. 3080 Parkway and Rossmoor Way Median Tree Maintenance.
3. Arborist report on the tree.
4. Copy of written removal request from Mr. Pham.
5. District protocol for tree roots in sewer lines.
6. Copy of an Orange County Public Works work order with 12622 Martha Ann Dr. included.

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM C-2

Date: July 30, 2024

To: Tree Committee
Director Joe Shade
Director Jeff Barke

From: General Manager Joe Mendoza
Initiated by Mary Kingman, District Arborist

Subject: CITIZEN REQUEST FOR REMOVAL OF A TREE FROM THE PARKWAY
AT 3141 DONNIE ANN RD.

RECOMMENDATION

The Rossmoor Community Services District (RCSD) General Manager recommends that the Tree Committee review and respond to Rossmoor property owner Ishaek Remez's request to remove the parkway tree in front of his home at 3141 Donnie Ann Rd.

BACKGROUND

Rossmoor resident and homeowner Ishaek Remez is requesting permission to remove the parkway tree in front of his home at 3141 Donnie Ann RD. He has stated the reasons for his request as being that the tree drops seed and leaf litter upon his synthetic turf. The tree in question is a *Lophostemon confertus* commonly known as Brisbane Box. The tree was planted on November 11, 2008, and has an estimated value of \$4,890.00. See Attachment 1.

Mr. Remez previously contacted District Arborist Mary Kingman on May 1, 2023, with a request to remove the tree. Ms. Kingman denied that request based on RCSD Tree Policy 3080, section 42, which states "Nuisances, such as dropping leaves, root ridges in lawn, messy fruit, berries or flowers, etc." as a "non-valid reason for removing trees. See Attachment 2.

Mr. Remez contacted RCSD General Manager Joe Mendoza with this removal request on July 9, 2024. Mr. Mendoza requested that his request be added to the Tree Committee agenda for review. See Attachment 2 for photo submitted by Mr. Remez.

ATTACHMENTS

1. Information on Brisbane Box trees and statistics on species inventory in Rossmoor. Job history and recent photos of the tree at 3141 Donnie Ann Rd.
2. Tree Policy 3080 (see Attachment 2 on Item C-1).
3. Photo submitted by Mr. Remez of tree litter on the synthetic turf.

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM C-3

Date: July 30, 2024

To: Tree Committee
Director Joe Shade
Director Jeff Barke

From: General Manager Joe Mendoza
Initiated by Mary Kingman, District Arborist

Subject: PARK MEMORIAL TREE AND BENCH DONATION PROGRAM AND
POLICY RECOMMENDATION

RECOMMENDATION

The Rossmoor Community Services District (RCSD) General Manager recommends that the Tree Committee review and approve a formal RCSD park tree and memorial bench donation program and policy to be sent to the RCSD Board of Directors for final approval.

BACKGROUND

The RCSD currently allows for Rossmoor residents and former residents to donate funds for a memorial tree and/or bench to be installed in either Rush or Rossmoor Park. The program has been thus far operated as an informal program initiated by District Arborist Mary Kingman with the approval of former General Manger Jim Ruth, dating back to 2014.

ATTACHMENTS

1. Draft of Policy
2. Draft of application.
3. Bench specifications and photo example.

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM C-4

Date: July 30, 2024
To: Tree Committee
Director Joe Shade
Director Jeff Barke
From: General Manager Joe Mendoza
Initiated by Mary Kingman, District Arborist
Subject: COLLECTION OF TREE CITATION FINES

RECOMMENDATION

The Rossmoor Community Services District (RCSD) General Manager recommends that the Tree Committee review the administrative citation policy and provide guidance on how to address collection of unpaid delinquent tree citation fines under Administrative Citation Policy 3098.120.

BACKGROUND

The RCSD issues administrative citations to property owners who violate the RCSD tree protection policy by pruning or removing parkway trees. Since the policy took effect in 2020, 38 citations have been issued. Of those 38 citations, 24 have been paid, 8 were cancelled for various reasons, 1 citation was dismissed by the District hearing officer, and one by a Superior Court judge. To date, there are 4 citations that have not been paid. It is the intention of the RCSD staff to send the unpaid fines to collections after one more notice to the resident.

ATTACHMENTS

1. Administrative Citation Policy
2. File of outstanding citation status

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM C-5

Date: July 30, 2024

To: Tree Committee
Director Joe Shade
Director Jeff Barke

From: General Manager Joe Mendoza
Initiated by Mary Kingman, District Arborist

Subject: REVIEW OF TREE PLANTING POLICY, ENFORCEMENT OF POLICY,
AND VACANT SITE REPORT

RECOMMENDATION

The Rossmoor Community Services District (RCSD) General Manager recommends that the Tree Committee review Policy 3080.20, the enforcement of said policy, and the current list of vacant tree sites.

BACKGROUND

District tree policy states the following:

3080.20 Tree Planting and Nurturing: All parkways at private residences shall have at least one tree, where feasible, and those currently without a tree(s) will have a tree(s) planted by the District, as funds become available. Appropriately spaced tree plantings are required along the parkways of public properties, where feasible (e.g. parks, schools, flood control channels, etc.).

Currently, there are 42 parkway sites in which property owners refuse to allow a tree to be planted, along with 3 more that claim that claim pending home construction, which will affect a newly planted tree, and 15 parkways that property owners have covered with material such as synthetic turf, boulders, or shrubs, which make those sites unsuitable for tree planting. In total, these vacant sites account for 0.008% of Rossmoor parkway sites.

ATTACHMENTS

1. Tree Policy 3080 (see Attachment 2 on Item C-1)

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM C-6

Date: July 30, 2024

To: Tree Committee
Director Joe Shade
Director Jeff Barke

From: General Manager Joe Mendoza
Initiated by Mary Kingman, District Arborist

Subject: PRIVATE PROPERTY PLANT MATERIAL ENCROACHMENTS ON
ROSSMOOR WALL ALONG SEAL BEACH BLVD. AND LOS ALAMITOS
BLVD.

RECOMMENDATION

The Rossmoor Community Services District (RCSD) General Manager recommends that the Tree Committee approve a plan to require property owners to remove the plant material growing on their property that encroaches upon the top and over the brick wall that borders Rossmoor and Los Alamitos Blvd. and Seal Beach Blvd. Property owners who do not comply to a written request in the form of a violation letter from the District will be subject to a fine equal to the cost of removal by District contractors.

BACKGROUND

District staff currently trims plants and trees away from the top and over the Rossmoor wall. This type of maintenance is difficult for District staff to complete due to time constraints, difficulty accessing the boulevard areas with District vehicles and equipment, and safety risks to staff working on the boulevard side of the wall. The Rossmoor Wall policy states that all plant material must be kept clear from the top of the wall.

ATTACHMENTS

1. Rossmoor Wall Policy 6080.42

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM C-7

Date: July 30, 2024

To: Tree Committee
Director Joe Shade
Director Jeff Barke

From: General Manager Joe Mendoza
Initiated by Mary Kingman, District Arborist

Subject: REVIEW OF DISTRICT TREE POLICY REGARDING TREE REMOVAL
REQUESTS

RECOMMENDATION

The Rossmoor Community Services District (RCSD) General Manager recommends a review and discussion of District tree policy 3080.40 and 3080.42 as it relates to property owner removal requests.

ATTACHMENTS

1. Tree Policy 3080 (see Attachment 2 on Item C-1)

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM G-4

Date: August 13, 2024

To: Honorable Board of Directors

From: General Manager Joe Mendoza
CIP Committee Members – Jeff Barke and Jo Shade

Subject: REVIEW AND DISCUSS RECOMMENDATIONS FROM THE CIP COMMITTEE

RECOMMENDATION

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

INFORMATION

The CIP Committee of the Rossmoor Community Services District (Directors Barke and Shade) met on July 30, 2024 (see Attachment 1 – meeting agenda). The committee reviewed the progress of the Rossmoor Park shade canopy project.

To date RCSD has one outstanding project (Rossmoor Park Shade Structure) budgeted at \$75,000 to fulfill and meet the deadline for completion of April 2028. The remaining grant funding for the Rossmoor Park Shade Canopy is \$64,623. Since the budget for 2024-25 is \$75,000 the reimbursement from the grant would be \$60,000. There will be a surplus of \$4,623 which is ear-marked for any change orders that may occur. Attached are an estimated timeline, budget and site map (see Attachments 2-4). The project will include Architectural Drawings, Engineering Drawings, Freight, Mobilization, Demolition, Concrete and Installation. Other amenities will include four park benches, two bar b ques and two trash cans. The structure will be 32'x22'x8' (Attachment 2 site plan) which will accommodate anywhere from 25 to 35 guests.

The anticipated project completion is March 15,2025 (Attachment 4 Proposed Timeline), This project was initially targeted to be completed during the Covid Pandemic, however staff reprioritized the grant projects due to staff resources and capacity. During the process the State of California recognized the impact the Covid 19 pandemic had on agencies trying to fulfill the grant deadline and extended the deadline from 2024 to 2028.

ATTACHMENTS

1. July 30, 2024, CIP Committee Agenda
2. Site Plan
3. Proposed Budget
4. Proposed Timeline

AGENDA

ROSSMOOR COMMUNITY SERVICES DISTRICT

CIP COMMITTEE MEETING

**RUSH PARK
West Room
3001 Blume Drive
Rossmoor, California 90720**

**Tuesday, July 30, 2024
7:30 p.m.**

A. ORGANIZATION

1. CALL TO ORDER: 7:30 p.m.
2. ROLL CALL: Directors Barke, Shade
3. PLEDGE OF ALLEGIANCE

B. PUBLIC FORUM

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

C. REGULAR CALENDAR

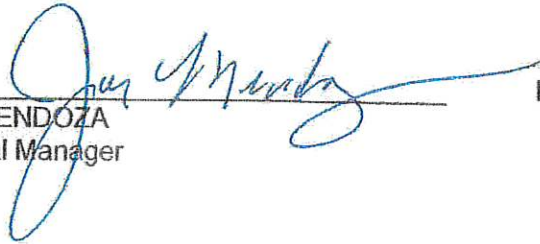
1. DISCUSSION AND UPDATE REGARDING THE ROSSMOOR PARK SHADE CANOPY PROJECT

D. ADJOURNMENT

CERTIFICATION OF POSTING

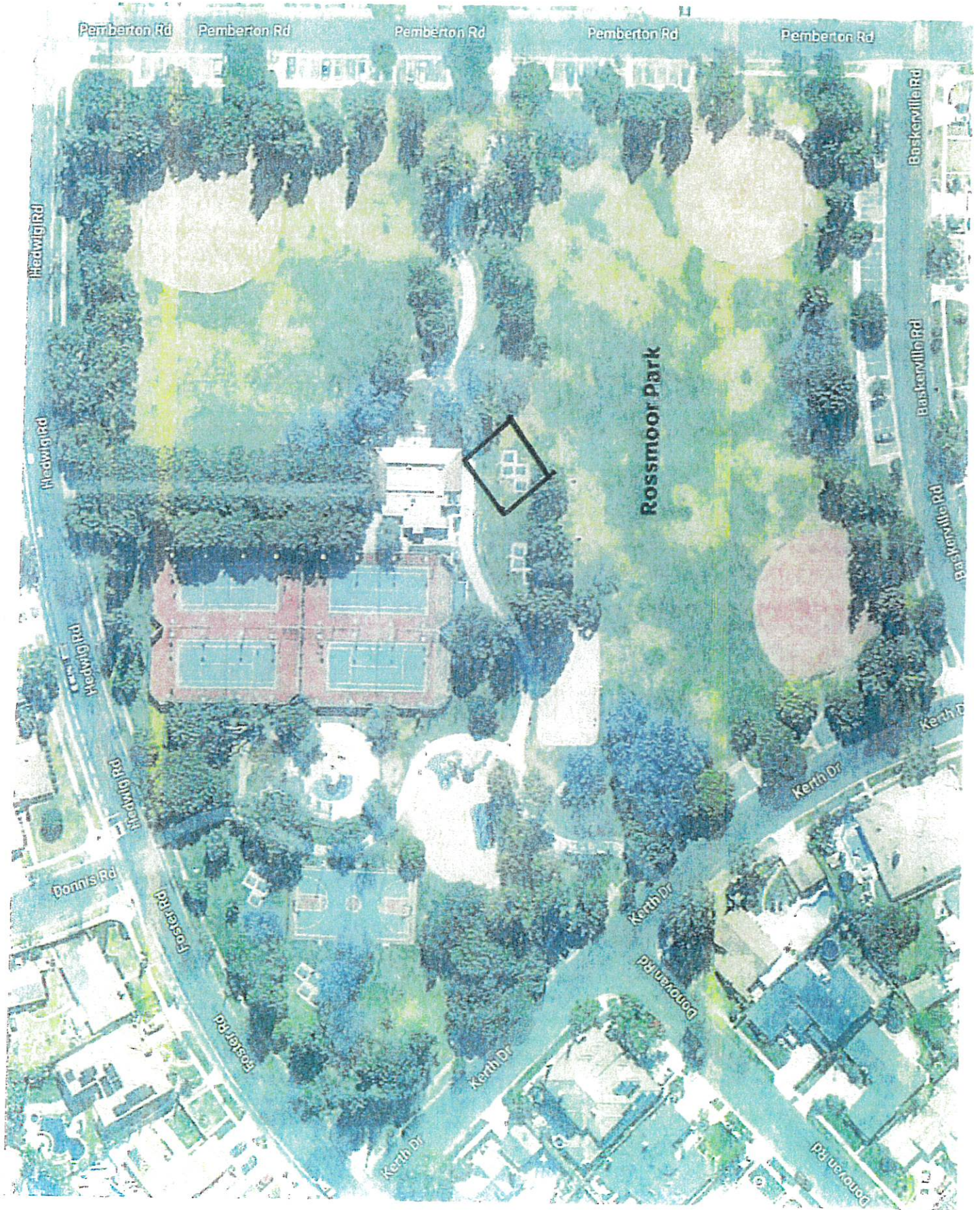
I hereby certify that the attached Agenda for the July 30, 2024, 7:30 p.m. CIP Committee of the Board of Directors of the Rossmoor Community Services District was posted at least 24 hours prior to the time of the meeting.

ATTEST:



JOE MENDOZA
General Manager

Date 7/23/2024



PROP 68 ROSSMOOR PARK SHADE CANOPY 2024 – 2025 BUDGET

Prop 68 – Budgeted Amount	\$75,000.00
ESTIMATED EXPENDITURES	
Architectural Drawings	\$3,000.00
Shade Structure and Engineering Drawings	\$9,980.16
Freight, Mobilization, Demolition, Concrete, Installation	\$46,242.00
OTHER HARD COSTS (Estimated)	
Benches and BBQ's	\$15,000.00
Total	\$74,222.16

PROP 68 ROSSMOOR PARK SHADE CANOPY PROJECT SCHEDULE

Architectural Drawings	September 1, 2024 – October 1, 2024
Engineering Documents	October 1, 2024 – November 1, 2024
Orange County Plan Check	November 1, 2024 – December 1, 2024
Purchase and Manufacturing	December 1, 2024 – February 1, 2025
Installation	February 1, 2025 – March 15, 2025

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM G-5

Date: August 13, 2024

To: Honorable Board of Directors

From: General Manager Joe Mendoza
Personnel and Contract Administration Committee – Michael Maynard and
Tony DeMarco

Subject: RENEWAL OF ROSSMOOR COMMUNITY SERVICES DISTRICT FACILITY
USE AGREEMENT WITH HAPPY HOUR FIT CLUB

RECOMMENDATION

On June 20, 2024, the RCSD Personnel and Contract Administration Committee, Directors DeMarco and Maynard, met and is recommending that the Rossmoor Community Services District (RCSD) enter into a one-year extension of the Park Use Agreement by and between the RCSD and Kerrie Da Vannon: Happy Hour Fit Club Instructor, for a term of September 13, 2024, to September 12, 2025. Ms. DaVannon has expressed her desire to continue the program in the park and renew the contract for another year at the hourly rate of \$10.50/hour.

BACKGROUND

In September 2022, the District entered into a Park Use Agreement with Ms. DaVannon to operate exercise programs at Rossmoor and Rush Parks. Ms. DaVannon is being charged \$10/hour. Ms. DaVannon 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. DaVannon and collect the hourly rental rate for use of the parks. The Rossmoor Community Services District and other municipalities strongly support healthy lifestyles and promote and even encourage Recreation activities similar to those offered by fitness instructors and private sports instruction.

Happy Hour Fit Club has been utilizing District Property between the hours of 5:45 a.m. and 6:00 p.m. for boot camp style classes several days a week for over ten years. Based on the calendar published on HHFC's website, HHFC has offered as many as eight classes a week on District Property which includes a rate schedule dependent upon number of classes attended per week.

FISCAL IMPACT

In FY 2023-2024 approximately \$2,500 was collected from Ms. DaVannon from rental revenue. It is anticipated that similar revenue will be generated in FY 2024-2025.

ATTACHMENTS

Park Use Agreement—Happy Hour Fit Club

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.

- 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

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.

- 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

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 contained 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

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.

- 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

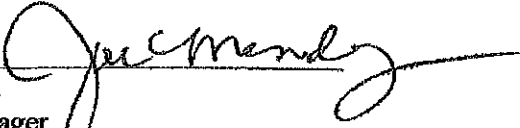
- 10.1 **Entire Agreement.** This AGREEMENT, dated September 6, 2016 contains the entire agreement between the parties hereto with respect to the subject matter hereof, and any other purported agreement made shall be ineffective to change, modify, discharge or effect an abandonment of this AGREEMENT 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.

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

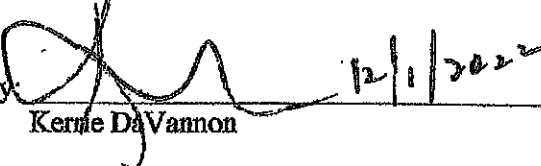
10.5 **The Individuals Signing this Agreement.** Individuals Represent and warrant that they have the right, power, and authorization to bind their respective entities to the terms of the AGREEMENT.

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

DISTRICT:

 9/13/2022

Joe Mendoza
General Manager
Rossmoor Community Services District

By:  12/1/2022

Kerrie DeVannon

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.

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.

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)

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM G-6

Date: August 13, 2024

To: Honorable Board of Directors

From: General Manager Joe Mendoza
Personnel and Contract Administration Committee – Michael Maynard and
Tony DeMarco

Subject: RENEWAL OF PROFESSIONAL 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

On June 20, 2024, the RCSD Personnel and Contract Administration Committee, Directors DeMarco and Maynard, met and is recommending that the Rossmoor Community Services District (RCSD) enter into a contract renewal with Governmental Financial Services, for a term of October 11, 2024, to October 10, 2025. The compensation recommendation is \$6,180 per month/\$74,160 annually.

BACKGROUND

At the September 13, 2022 RCSD Board of Directors meeting, the Board approved entering into a Professional Services Agreement (PSA) with Government Financial Services (GFS) for general financial and accounting advisory services for the RCSD for two years (through October 11, 2022 through October 10, 2024) at a rate of \$6,000 per month/\$72,000 annually.

FISCAL IMPACT

The FY 2024-2025 budget has \$6,180 per month/\$74,160 annually allocated for Outsource Financial Consultant Services. This includes a cost-of-living increase of 3% over the last contract amount of \$6,000 per month/ \$72,000 annually.

ATTACHMENTS

1. Professional Services Agreement between Rossmoor Community Services District and Government Financial Services

**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:

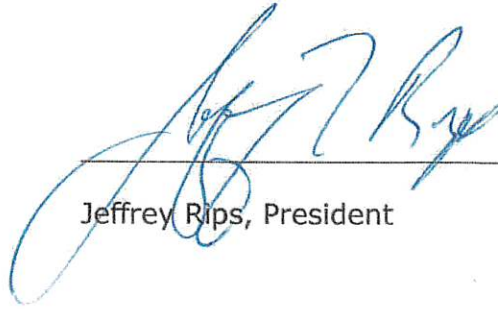
Contractor: Governmental Financial Services
3972 Barranca Parkway, #J411
Irvine, CA 92606
Attn: Michael Matsumoto
email: Mike-GFS@hotmail.com

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: 9/13/2022



Jeffrey Rips, President

CONTRACTOR

Dated: 9/13/2022



Governmental Financial Services

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM G-7

Date: August 13, 2024

To: Honorable Board of Directors

From: General Manager Joe Mendoza
Personnel and Contract Administration Committee – Michael Maynard and
Tony DeMarco

Subject: RENEWAL OF ROSSMOOR COMMUNITY SERVICES DISTRICT
PROFESSIONAL SERVICES AGREEMENT FOR HEARING OFFICER
SERVICES WITH MICHAEL EUGENE RANESES

RECOMMENDATION

The Rossmoor Community Services District (RCSD) Personnel and Contract Administration Committee recommends that the RCSD Board of Directors renew/extend the Professional Services Agreement for Hearing Officer Services for the RCSD with Michael Eugene Raneses, Effective November 10, 2024, for a term of one year ending on November 9, 2025.

INFORMATION

The RCSD entered into a Professional Services Agreement for Hearing Officer services with Michael Eugene Raneses effective November 10, 2020. There have been a number of tree hearings that Mr. Raneses has presided over. 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 RCSD for one year. Mr. Raneses was paid \$0 last year (July 1, 2023-June 30, 2024), however there are a few outstanding citations that are pending review.

On June 20, 2024, the RCSD Personnel and Contract Administration Committee (Directors DeMarco and Maynard) met to review Mr. Raneses Professional Services Agreement and his request to extend the term of the agreement for one year, beginning November 10, 2024, through November 9, 2025. The Committee recommended forwarding the Professional Services Agreement to the RCSD Board of Directors for approval of a one-year extension.

Should the RCSD Board of Directors approve the extension of Mr. Raneses' Professional Services Agreement, the General Manager will send a letter indicating the agreement will be extended for the term of one year at the rate of \$125 per hour, annual compensation to exceed \$5,000. Upon acceptance, the letter will be executed by Mr. Raneses and the General Manager

FISCAL IMPACT

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

ATTACHMENTS

1. Professional Services Agreement for Hearing Officer Services with Michael Eugene Raneses
2. Letter extending Professional Services Agreement with Michael Eugene Raneses from November 10, 2023 through November 9, 2024
3. Draft letter to extend Professional Services Agreement with Michael Eugene Raneses from November 10, 2024 through November 9, 2025

**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.

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

[Redacted]
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) 431-370

October 16, 2023

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

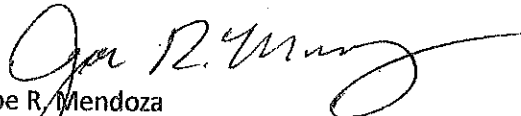
Dear Mr. Raneses:

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 October 10, 2023, the RCSD Board of Directors approved the extension of your Professional Services Agreement (PSA) for one year – November 10, 2023 through November 9, 2024.

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,

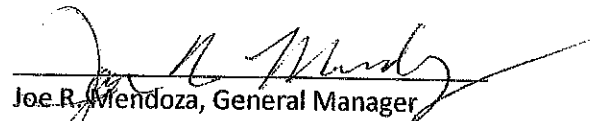

Joe R. Mendoza
General Manager

**Extension of Professional Services Agreement for Hearing Officer Services between the Rossmoor Community Services District and Michael Eugene Raneses
at the rate of \$125 per hour, annual compensation not to exceed \$5,000.
November 10, 2023 – November 9, 2024**

Accepted by:


Michael Eugene Raneses

Date: 10 - 23 - 2023


Joe R. Mendoza, General Manager
Rossmoor Community Services District
Date: 10/27/2024



ROSSMOOR COMMUNITY SERVICES DISTRICT
3001 BLUME DRIVE, ROSSMOOR, CA 90720 / (562) 430-3707 / FAX (562) 431-370

November 1, 2024

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 August 13, 2024, the RCSD Board of Directors approved the extension of your Professional Services Agreement (PSA) for one year – November 10, 2024 through November 9, 2025.

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
at the rate of \$125 per hour, annual compensation not to exceed \$5,000.
November 10, 2024 – November 9, 2025**

Accepted by:

Michael Eugene Raneses

Joe R. Mendoza, General Manager
Rossmoor Community Services District

Date: _____

Date: _____

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM H

Date: August 13, 2024
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 would like to highlight the following:

- Carpeting and flooring were completed in the Rush Park Auditorium on May 31, 2024. The Prop 68 state representative will be reviewing the request for reimbursement on August 27 and will process payment in September 2024.
- Arborist Mary Kingman has been invited to the annual Risk Management Education Summit at the Hyatt Regency in Indian Wells on October 10, 2024. Mary is a finalist for the CJPIA Capstone Award that recognizes agencies for efficiencies and safety measures that minimize liability claims and exposure to the district. The District's urban forest proactive tree trimming, and maintenance program is very effective.
- The turf at all sites has been aerated. The contractor fertilized and sprayed for weed abatement in the month of June. Park staff will be overseeding in August in areas that have been impacted by Family Festivals, sports leagues, and youth center activities.
- The annual audit is scheduled to take place September 9-10.
- The Memorandum of Understanding with the LAGSL is being reviewed by staff and the Personnel and Contract Committee with input from LAGSL representatives.
- Parks Superintendent Omero Perez organized a beautification project at Foster Park with local special needs students who planted four dozen plants in the parkway at Foster Park (see attached photos).

- The Investment Committee is scheduled to meet on August 27, 2024, to discuss potential short and long-term investment options.
- Administrative Assistant Carolyn Whang will be drafting the Community Satisfaction Survey for RCSD Board review. The survey is targeted to be sent out in late November. The data will be utilized to prepare the mid-year budget adjustments followed by the FY 25-26 budget.

ATTACHMENTS

1. Foster Park photos



A BIG Thank You to Brenna King and her tireless volunteers from Advanced Pragmatics for helping to bring additional beauty to Foster Park today!

