

AGENDA

ROSSMOOR COMMUNITY SERVICES DISTRICT

PERSONNEL AND CONTRACT ADMINISTRATION COMMITTEE MEETING

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

**Tuesday, August 29, 2023
7:00 p.m.**

A. ORGANIZATION

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

B. PUBLIC FORUM

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

C. REGULAR CALENDAR

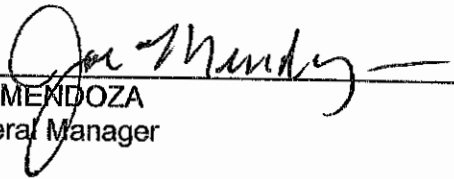
1. DISCUSSION REGARDING CONTRACT RENEWAL FOR SWEEPING CORP OF AMERICA (SCA)
2. DISCUSSION REGARDING CONTRACT RENEWAL FOR BRIGHTVIEW LANDSCAPE
3. DISCUSSION REGARDING CONTRACT RENEWAL FOR THE YOUTH CENTER
4. DISCUSSION REGARDING CONTRACT RENEWAL FOR MICHAEL EUGENE RANESES - TREE FINES HEARING OFFICER
5. DISCUSSION REGARDING ALLOCATION OF 2% BONUS TO EMPLOYEES IN DECEMBER 2023

D. ADJOURNMENT

CERTIFICATION OF POSTING

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

ATTEST:



JOE MENDOZA
General Manager

Date 8/28/2023

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM C-1

Date: August 29, 2023

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

From: General Manager Joe Mendoza

Subject: DISCUSSION REGARDING CONTRACT RENEWAL FOR STREET SWEEPING
CORP OF AMERICA (SCA)

RECOMMENDATION

It is recommended that the Rossmoor Community Services District (RCSD) Personnel and Contract Administration Committee consider a one-year contract renewal with Street Sweeping Corp of America, effective January 2024 - January 2025.

BACKGROUND

Currently in effect is a contract between Rossmoor Community Services District (RCSD) and Sunset Property Services, dated December 14, 2021, with a term of three (3) years. In February 2022, Sunset Property Services became a partner of Sweeping Corporation of America (SCA). SCA has requested in their letter of July 18, 2023, a CPI/Renewal increase of 3.7%. The contract currently expires January 1, 2024.

ATTACHMENTS

1. February 16, 2022, Letter from SCA announcing their partnership with Sweeping Corporation of America (SCA)
2. July 18, 2023, Letter from SCA requesting a 3.7% Renewal/CPI increase for FY 2024.
3. Copy of Orange County Street Sweeping reimbursement check for FY 2022 – 2023 in the amount of \$78,456.68.
4. Contract between Rossmoor Community Services District and Sunset Property Services dated December 14, 2021.



February 16, 2022

Dear Valued Customer,

Sunset Property Services is excited to announce they are now a part of Sweeping Corporation of America. You can expect the same great service you received in the past from the same local team.

Sunset Property Services in combination with Sweeping Corporation of America brings significant resources in continuing to provide our customers the highest quality service in the industry. SCA is the largest power sweeping company in the United States with over 600 sweepers across 55 locations, covering 17 states. Our nearly 1,700 safety conscious employees look forward to guaranteeing your satisfaction and exceeding your expectations!

As we start to integrate, we wanted to make you aware of our new address for remitting payments.

Please update your systems.

For Checks:

SCA of CA, LLC
PO Box 84533
Seattle, WA 98124-5833

For ACH:

Key Bank
Account #: 359681612693
Routing #: 041001039
Account Name: SCA of CA, LLC

Thank you for your business and we look forward to continuing to be your first choice for all your sweeping needs!

If you have any questions about SCA, the transition or our services, please do not hesitate to contact me at ahowhannesian@sweepingcorp.com or 949-551-5151

Sincerely,

Andi Howhannesian

Site Manager

16251 Construction Circle West

Irvine, CA 92606

PAID MAR 18 2022



July 18, 2023

Mr. Joe Mendoza
General Manager
City of Rossmoor
3001 Blume Drive
Rossmoor, C.A. 90720

Re: Extension and CPI adjustment.

Dear Joe,

We are respectfully requesting our renewal/CPI increase for FY 2024. With the continued increases on additional costs of labor, healthcare and other operative costs we are asking for a 3.7% CPI adjustment to our contract.

Joe, we would appreciate yours, and the City Council's support in granting our request. Should you have any questions, or if we can help in any way, please do not hesitate to contact us.

Sincerely,

A handwritten signature in black ink that reads "Jose Brito". The signature is written in a cursive, flowing style.

Jose Brito
Branch Manager



Andrew N. Hamilton, CPA
County Auditor - Controller

Attachment 3

DATE ISSUED: 08-22-2023 VENDOR NUMBER: VC0000001814 CHECK NUMBER: 01-01692716

AWARD/CONTRACT NO.	INVOICE	AMOUNT
DO 080 23015117 STREET SWEEPING SERVICES	1 LETTER 6-14-2023	1 78,455.68
		NET LINE AMOUNT 78,455.68
		TOT INV AMOUNT 78,455.68

COUNTY OF ORANGE, CALIFORNIA

PAGE 1 OF 1

CHECK TOTAL 78,455.68

PLEASE DETACH BEFORE PRESENTING FOR PAYMENT

DO NOT ACCEPT THIS CHECK UNLESS YOU CAN SEE A TRUE WATERMARK - HOLD UP TO LIGHT TO SEE "SAFE" AND "VERIFY FIRST"



CHECK NUMBER
01-01692716

COUNTY OF ORANGE

SANTA ANA, CALIFORNIA

ISSUE DATE
08-22-2023

56-382
412

Accounts Payable Revolving Fund



PAY: SEVENTY EIGHT THOUSAND FOUR HUNDRED FIFTY FIVE AND 68/100s DOLLARS

\$***78,455.68**

TO ROSSMOOR COMMUNITY SVCS DIST
3001 BLUME DR
ROSSMOOR CA 90720-4638

CHECKS OVER \$100,000 REQUIRE TWO SIGNATURES

Andrew N. Hamilton

ANDREW N. HAMILTON, CPA, COUNTY AUDITOR - CONTROLLER

WELLS FARGO BANK

4281574

VOID UNLESS PRESENTED WITHIN SIX MONTHS FROM DATE OF ISSUE

**ROSSMOOR COMMUNITY SERVICES DISTRICT
CONTRACT SERVICES AGREEMENT FOR STREET SWEEPING**

1. Parties and Date.

This CONTRACT SERVICES AGREEMENT FOR STREET SWEEPING ("Agreement") is made and entered into this 14th day of December 2021, by and between the Rossmoor Community Services District, a public agency ("District") and Jonset LLC, a California limited liability company dba Sunset Property Services ("Contractor"). District and Contractor are sometimes individually referred to as a "Party" and collectively as "Parties."

2. Recitals.

2.1 Contractor. Contractor desires to perform and assume responsibility for the provision of contract services in connection with street sweeping on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing such services, and is familiar with policies and requirements of the District.

2.3 Project. District desires to engage Contractor to provide contract services in connection with street sweeping ("Project") on the terms and conditions set forth in this Agreement.

3. Term.

3.1 Scope of Services and Term.

3.1.1 Scope of Services. Contractor promises and agrees to furnish to the District all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the contract services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" (Scope of Services) and Exhibit "C" (Performance Standards) attached hereto and incorporated herein by reference. In the event of a conflict between the provisions of this Agreement and any exhibit hereto, the provisions of this Agreement shall control. All Services shall be subject to and performed in accordance with this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be for an initial period not exceeding two (2) years from the effective date of this Agreement, which is January 1, 2022, unless earlier terminated as provided herein. District may elect, in its sole and absolute discretion, to extend the Initial Term of this Agreement for three (3) one (1) year extended terms, provided District gives Contractor written notice of such election prior to the expiration of the Initial or Extended Term, as applicable. Contractor shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

3.2 Responsibilities of Contractor.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. District retains

Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of District and shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and Workers' Compensation insurance. Contractor shall not contract with any entity to perform in whole or in part the Services without the express written approval of the District, as determined in the District's sole discretion.

3.2.2 Schedule of Services. Contractor shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the schedule of services as set forth in Exhibit "A." Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions.

In the event of a holiday observed by the District, Contractor will push that scheduled service day to the following Wednesday or mutually agreed upon rescheduled date. In the event of inclement weather or if District requests Contractor not to sweep on a regularly scheduled street sweeping day, there will be no deduction from the monthly invoice. Following inclement weather, Contractor crews will spend additional time to handle the excessive debris and associated costs caused by a change in the weather.

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

3.2.4 Representatives of District and Contractor. Andrea Howhannesian is hereby designated as being the principal and representative of Contractor authorized to act in its behalf with respect to the Services and to make all decisions in connection therewith. The District's General Manager, or his/her designee, is hereby designated as being the representative of the District authorized to act in its behalf with respect to the Services and to make all decisions in connection therewith.

3.2.5 Insurance.

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

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

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

3.2.5.2 Insurance Provisions. All of the above policies of insurance shall be primary insurance and shall name the District, its officers, employees and agents as additional insureds. The insurer shall waive all rights of subrogation and contribution it may have against the District, its officers, employees and agents and their respective insurers. All of said policies of insurance shall provide that said insurance may not be amended or canceled without providing thirty (30) days prior written notice by registered mail to the District. In the event any said policies or insurance are canceled, the Contractor shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section to the General Manager. No work or Services under this Agreement shall commence until the Contractor has provided the District with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the District. The Contractor agrees that the provisions of this Section shall not be construed as limiting in any way the extent to which the Contractor may be held responsible for the payment of damages to any persons or property resulting from the Contractor's activities or the activities of any person or persons for which the Contractor is otherwise responsible. The insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the District due to unique circumstances.

3.3 Fees and Payments.

3.3.1 Compensation. Contractor shall receive compensation for all Services rendered under this Agreement at the rates set forth in Exhibit "B" attached hereto and incorporated herein by reference.

3.3.2 Payment of Compensation. Contractor shall submit to District in the form approved by District, a monthly statement for Services rendered prior to the date of the statement. District shall, within thirty (30) days of receiving such statement, review the statement and pay all approved charges thereon. The statement shall include the dates of sweeping, the curb miles swept, and the fee for such services.

3.3.3 Prevailing Wages Contractor is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations Title 8, Section 16000 et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. To the extent permitted by law, Contractor shall defend, indemnify and hold the District, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4 General Provisions.

3.4.1 Termination of Agreement.

3.4.1.1 Grounds for Termination. District may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those services which have been adequately rendered to District, and Contractor shall be entitled to no further compensation.

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

Contractor: Sunset Property Services 16251 Construction Circle West Irvine, CA 92606 Attn: Andrea Howhannesian, Site Manager	District: Rossmoor Community Services District 3001 Blume Dr. Rossmoor, CA 90720 Attn: Joe Mendoza, General Manager
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Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

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

3.4.4 Indemnification. Contractor agrees to defend, with attorney of the District's choosing, indemnify, hold free and harmless the District, its elected officials, officers, agents and employees, at Contractor's sole expense, from and against any and all claims, actions,

suits or other legal proceedings brought against the District, its elected officials, officers, agents and employees arising out of the performance of the Contractor, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Contractor, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Contractor, 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 Contractor, its employees, and/or authorized subcontractors under this Agreement, whether or not the Contractor, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Contractor 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 Contractor's Proposal, which shall be of no force and effect.

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

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

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

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

3.4.9 Successors and Assigns. The terms and conditions of this Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the District. This Agreement may not be assigned by Contractor without the prior written consent of the District.

3.4.10 Incorporation of Recitals. The Recitals set forth above are incorporated herein and made an operative part of this Agreement.

3.4.11 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.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed and entered into this Contract Services Agreement for Street Sweeping as of the date first written above.


ROSSMOOR COMMUNITY SERVICES
DISTRICT



Joe Mendoza, General Manager


Dated: 12/28/21

JONSET LLC
DBA SUNSET PROPERTY SERVICES



Christopher M. Valerian
CEO

Date: 12/28/2021



Daniel Nauert
Member

Date: 12/28/21

EXHIBIT "A"

Scope of Services

Contractor shall sweep the gutter, and curb areas in proximity to the gutter, in the public right-of-way of all streets within the geographic boundaries of District, consisting of approximately sixty-three (63) curb miles as generally set forth in the District map attached hereto and/or provided by the District from time to time, so as to be free of all debris, leaves, soil, litter, and other materials. Contractor shall perform such sweeping services four times a month. Sweeping shall be done on the first (1st) and third (3rd) Mondays and the first (1st) and third (3rd) Tuesdays, between the hours of 8:30 a.m. and 4:30 p.m., Pacific time (the "regular sweeping"), or on such additional date(s) as the District may, from time to time, request in writing. Street sweeping shall be done on alternating sides of the street based on a split schedule such that each side of a street will be swept twice a month and shall conform to posted parking prohibitions. The map attached hereto indicates the days and times which the street sweeping will take place in each neighborhood.

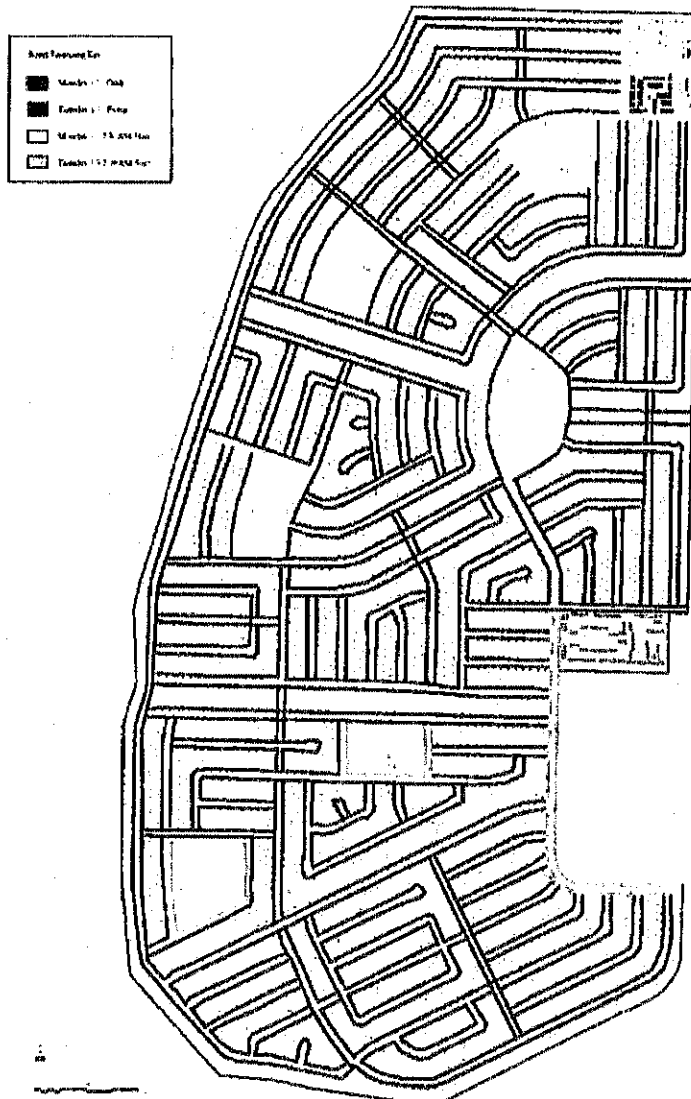


EXHIBIT "B"

Schedule of Compensation

Contractor shall be compensated at the rate of \$51.89 per curb mile per sweep covering each side of the street, equaling a total of approximately 126 curb miles per month for a total annual amount not to exceed \$78,458.32, without prior written approval by District.

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM C-2

Date: August 29, 2023

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

From: General Manager Joe Mendoza

Subject: DISCUSSION REGARDING CONTRACT RENEWAL FOR BRIGHTVIEW
LANDSCAPE

RECOMMENDATION

It is recommended that the Rossmoor Community Services District (RCSD) Personnel and Contract Administration Committee direct the General Manager to move forward with a proposal for three-year contract renewal with Brightview Landscape, effective April 1, 2024-March 31, 2027. Brightview administration did not have the proposed contract submitted at the time this report was written.

INFORMATION

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

The current agreement is now in its final contract year. The incremental amount increases (4% per year beginning April 1, 2021 through March 31, 2024) now amounts to \$5,312.33 per month. The proposed new agreement would be for a three-year period with incremental increases to be defined in the proposal.

Staff is anticipating a new proposal from Brightview that has been negotiated by staff which incorporates modifications to include the trimming of trees along the Rossmoor Way wall six (6) times per year. Ballfield maintenance will also be increased by regularly watering and dragging the fields in between LAGSL seasons.

RCSD believes that Brightview is a fair, competitive and well-qualified firm. Should the contractor not perform at an acceptable level, the District would have the right to activate liquidated damages or terminate the contract with at least a 30-day written notice.

ATTACHMENTS

1. 2021-2024 Agreement with Brightview Landscape Services, Inc.

**ROSSMOOR COMMUNITY SERVICES DISTRICT
PROFESSIONAL SERVICES AGREEMENT
BRIGHTVIEW LANDSCAPE SERVICES, INC.
2021-2024**

1. PARTIES AND DATE.

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

2. RECITALS.

2.1 Contractor.

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

2.2 Project.

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

3. TERMS.

3.1 Scope of Services and Term.

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

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

3.2 Responsibilities of Contractor.

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

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

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

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

3.2.5 Insurance.

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

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

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

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

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

3.3 Fees and Payments.

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

- (A) For the period of April 1, 2021-March 31, 2022: Four Thousand Eight Hundred Eighteen Dollars (\$4,818.45).
- (B) For the period of April 1, 2022-March 31, 2023: Five Thousand Fifty-Nine Dollars and Thirty-Seven Cents (\$5,059.37).
- (C) For the period of April 1, 2023-March 31, 2024: Five Thousand Three Hundred Twelve Dollars and Thirty-Three Cents (\$5,312.33).

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

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

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

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

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

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

3.4 General Provisions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT "A"

SCOPE OF SERVICES

ALL SITE LOCATIONS EXCEPT ROSSMOOR WAY MEDIANS & TRIANGLE

PARK MAINTENANCE PERFORMANCE STANDARDS:

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

TURF MAINTENANCE PERFORMANCE STANDARDS:

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

ROSSMOOR PARK & RUSH PARK SPECIAL MAINTENANCE STANDARDS:

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

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

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

REPORTS TO THE DISTRICT

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

LIQUIDATED DAMAGES

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

PRACTICAL SPECIFICATIONS FOR CONTRACT LANDSCAPE MANAGEMENT

I. Scope of Work:

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

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

II. Lawn Care:

A. Mowing and Edging:

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

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

Edges shall be trimmed to maintain a neat appearance.

B. Fertilization:

Lawns shall be fertilized as warranted with a commercial fertilizer. The number of applications will be twice per year.

C. Disease control:

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

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

D. Insect control:

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

E. Weed control:

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

III. Ground Cover Area/ Shrub Areas:

A. Edging:

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

B. Pruning:

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

C. Weed Control:

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

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

Post-emerge: Control weeds with selective herbicides, glyphosates excluded.

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

D. Fertilization:

Apply fertilizer once per year.

E. Fungicide:

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

F. Pesticide:

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

G. Control of imported pests:

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

a. Slope Care: Not Applicable

A. Edging:

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

B. Weed Control:

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

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

Post-emerge: Control weeds with selective herbicides.

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

C. Fertilization:

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

D. Fungicide:

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

E. Insecticide:

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

Tree Care:

1. Pruning and Trimming

a. Trees shall be pruned up to a height of 12-feet as required for safety, of broken or diseased branches, for pedestrian or vehicular access, or ingree or egress

b. Pruning shall be done in observance of proper horticultural practices experienced and skilled in pruning technique

c. Pruning under this specification is limited to that which may be done from ground

CA Template 2.7.3017

d. Structural tree work shall be done only upon approval or as directed by Owners Representative and shall be performed as an extra charge

B. Staking and supporting:

- a. *Tree stakes, ties, and guy wires shall be checked and corrected as needed*
- b. *Ties will be adjusted to prevent girdling*
- c. *Unnecessary stakes, ties and/or guy wire assemblies will be removed*

VI. Mulched Areas/ Granite Areas:

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

VII. Irrigation System:

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

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

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

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

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

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

VIII. Debris Cleanup:

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

IX. Bio-Hazards:

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

EXHIBIT "B"

PROPOSAL FOR LANDSCAPE MANAGEMENT SERVICES



March 3, 2021

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

PROPOSAL FOR LANDSCAPE MANAGEMENT SERVICES FOR

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

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

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

We hereby propose the following for your review:

Billing Information and Schedule

Exterior Landscape Management

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

Additional Services

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

Billing for additional services will be invoiced upon installation.

Extra Services Included in the Base Contract

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

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

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

Period of Service Agreement

This agreement shall be in effect for the period stated: April 1, 2021 to March 31, 2024. Unless terminated pursuant to Article 6 of the General Terms and Conditions, at the expiration of the initial term, this Agreement shall be automatically extended on a month-to-month basis.

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

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

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

Sincerely,

BrightView Landscape Services, Inc.

Po Chen

Vice President & General Manager

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM C-3

Date: August 29, 2023

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

From: General Manager Joe Mendoza

Subject: DISCUSSION REGARDING CONTRACT RENEWAL FOR THE YOUTH CENTER

RECOMMENDATION

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

BACKGROUND

The Youth Center has provided an annual Camp S.H.A.R.K. Summer Day Camp Program at Rossmoor Park since 1988. The Camp provides daily activities to youth who participate throughout the summer in the program. The program is typically conducted Monday thru Friday between the hours of 7:00 a.m. and 4:00 p.m. at Rossmoor Park. Extended childcare is provided until 7:00 p.m.

It has been a goal of the RCSD to provide recreational programs that are a benefit to the community. The Youth Center's Rossmoor Park Summer Day Camp and After School Program provide the District with the opportunity to continue offering an exciting and popular program within the community on a continuing basis.

Staff has created a cooperative program agreement which outlines roles and responsibilities of both the District and the Youth Center. The Agreement includes insurance requirements, use of the facility, maintenance responsibilities, etc.

The Youth Center has been very cooperative in providing crafts for our summer programs, family entertainment nights, volunteer support and resources when called upon.

INFORMATION

The Youth Center is currently paying \$4,000 annually to offset maintenance and incidental costs. Staff will be offering three (3) additional one-year extensions. which would include a 25% increase per extension (Effective March 2024 - \$1000 increase; March 2025 - \$1,250 increase, March 2026 - \$1,500 increase).

RECOMMENDATION

Approve the proposed changes and provide staff direction to continue working the Youth Center and attorneys for updated agreement. The new agreement will presented to the RCSD Board of Directors at a future Board meeting.

ATTACHMENTS

1. Youth Center Agreement (2021-2024)

COOPERATIVE PROGRAMMING AGREEMENT

BETWEEN

ROSSMOOR COMMUNITY SERVICES DISTRICT AND

LOS ALAMITOS YOUTH CENTER

(2021-2024)

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

RECITALS

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

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

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

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

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

1. THE PROGRAM

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

2. AGREEMENT

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

3. FEE WAIVER AND OPERATING COST

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

4. TERM AND TERMINATION

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

5. MUTUAL RESPONSIBILITIES

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

6. USE OF PREMISES

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

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

7. HOURS OF USE

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

8. RESPONSIBILITIES OF THE DISTRICT

The responsibilities of the District shall be as follows:

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

9. RESPONSIBILITIES OF YOUTH CENTER

The responsibilities of Youth Center shall be as follows:

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

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

10. INDEMNITY

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

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

11. INSURANCE

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

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

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

11.2 Commercial or Comprehensive General Liability Coverage. Youth Center shall maintain commercial or comprehensive general liability insurance in an amount of not less than two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the activities covered under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

11.3 Automobile Liability Coverage. Youth Center shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the Youth Center arising out of or in connection with this Agreement, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence.

11.4 Endorsements. Each commercial or general liability and automobile liability insurance policy shall be issued by a financially responsible insurance company or companies admitted and authorized to do business in the State of California, or which is approved in writing by District, and shall be endorsed as follows. Youth Center also agrees to require all contractors, and subcontractors to do likewise.

11.4.1 The District, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insureds with respect to liability arising out of the operations by or on behalf of the named insured in connection with the Agreement between Rossmoor Community Services District and the Youth Center.

11.4.2 This policy shall be considered primary insurance as respects the District, its elected or appointed officers, officials, employees, agents, and volunteers. Any insurance maintained by the District, including any self-insured retention the District may have, shall be considered excess insurance only and shall not contribute with this policy.

11.4.3 This insurance shall act for each insured and additional insured as though a separate policy had been written for

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

- 11.4.4 The insurer waives all rights of subrogation against the District, its elected or appointed officers, officials, employees, or agents.
- 11.4.5 Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the District, its elected or appointed officers, officials, employees, agents, or volunteers.
- 11.4.6 The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days' written notice has been received by the District.
- 11.5 Youth Center agrees to provide immediate notice to District of any claim or loss against Youth Center and/or District arising out of the use of District property under this Agreement. District assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve District.
- 11.6 Any deductibles or self-insured retentions must be declared to and approved by the District. At the District's option, Youth Center shall demonstrate financial capability for payment of such deductibles or self-insured retentions.
- 11.7 Youth Center shall provide certificates of insurance with original endorsements to the District as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the District on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the District at all times during the term of this Agreement.
- 11.8 Failure on the part of the Youth Center to procure or maintain required insurance shall constitute a material breach of this Agreement under which the District may terminate this Agreement and the License pursuant to Section 4, above.

12. MISCELLANEOUS

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

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

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

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

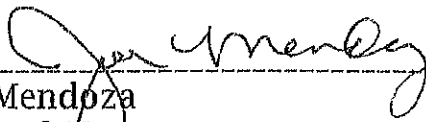
Youth Center: Los Alamitos Youth Center
10909 Oak Street
Los Alamitos, CA 90720

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

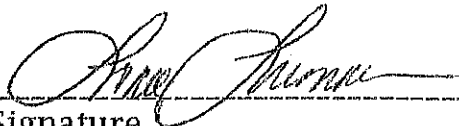
- 12.3 Applicable Law. This Agreement shall be governed and interpreted in accordance with the laws of the State of California.
- 12.4 No Brokers. Each party represents to the other that it has not engaged or used the services of any broker, finder, or salesperson in connection with this Agreement.
-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

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

ROSSMOOR COMMUNITY SERVICES DISTRICT

By:  Date: 3/16/2021
Joe Mendoza
General Manager

LOS ALAMITOS YOUTH CENTER

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

APPROVED AS TO FORM FOR DISTRICT

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

Exhibit A-1: Scope of Services

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

I. RECREATIONAL OFFERINGS

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

II. PREVENTATIVE MAINTENANCE

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

III. ELECTRONIC DEVICES

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

Exhibit B-1: Schedule of Use

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

I. HOURS OF USE—ROSSMOOR PARK SUMMER DAY CAMP

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

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

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

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM C-4

Date: August 29, 2023

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

From: General Manager Joe Mendoza

Subject: DISCUSSION REGARDING CONTRACT RENEWAL FOR MICHAEL EUGENE RANESES - TREE FINES HEARING OFFICER

RECOMMENDATION

It is recommended that the Rossmoor Community Services District (RCSD) Personnel and Contract Administration Committee consider a one-year contract extension to the Professional Services Agreement (PSA) with Hearing Officer Michael Eugene Raneses, effective November 10, 2023 - November 9, 2024.

INFORMATION

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

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

Mr. Raneses has indicated that he would like to extend the term of the Professional Services Agreement with the RCSD for one year. He is also requesting a 25% increase in fees to \$125 per hour; annual compensation not to exceed \$5,000. Mr. Raneses was paid \$550 for FY 2021/2022 (offset by \$2,400 collected in tree fines). Mr. Raneses was paid \$0 in FY 2022-2023

and \$600 was collected in tree fines. Staff is currently working with residents to resolve 3 unpaid fines for the FY 2023-2024. The services of Mr. Raneses have not yet been required during FY 2023-2024. The decrease in tree fines are due to the community being educated and informed on the District's Tree Policy.

RECOMMENDATION

Approve proposed changes and provide staff direction to continue working Michael Eugene Raneses and attorneys for an updated 2023 – 2024 agreement.

ATTACHMENTS

1. Professional Services Agreement for Hearing Officer Michael Eugene Raneses 2020-2021, with an extension PSA for 2022 – 2023.



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

September 14, 2022

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

Dear Mr. Raneses:

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

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

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

Sincerely,

Joe R. Mendoza
General Manager

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

Accepted by:

Michael Raneses

Michael Eugene Raneses

Date: 10-03-22

Joe R. Mendoza, General Manager
Rossmoor Community Services District

Date: 9/13/2022

**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 Ranases
Michael Eugene Ranases

Date: November 12, 2020

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) 430-8707 / FAX (562) 431-3710

September 14, 2022

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

Dear Mr. Raneses:

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

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

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

Sincerely,

Joe R. Mendoza
General Manager

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

Accepted by:

Michael Eugene Raneses

Joe R. Mendoza, General Manager
Rossmoor Community Services District

Date: _____

Date: _____

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM C-5

Date: August 29, 2023

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

From: General Manager Joe Mendoza

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

RECOMMENDATION

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

BACKGROUND

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

INFORMATION

The General Manager is recommending that the following options for allocating the additional 2% (\$9,100) be considered:

1. Distribute the \$9,100 evenly among all staff (6 full time/4 part time staff) - \$910 each
2. Distribute the \$9,100 to staff at the discretion of the General Manager based on performance
3. Distribute the \$9,100 evenly among full-time staff only – amounting to approximately \$1,516 each.

ATTACHMENTS

None.