

ROSSMOOR

COMMUNITY SERVICES DISTRICT



Parks & Facilities Committee Meeting

Agenda Package

August 3, 2015

PARKS & FACILITIES COMMITTEE

AGENDA

ROSSMOOR COMMUNITY SERVICES DISTRICT PARKS AND FACILITIES COMMITTEE MEETING

RUSH PARK
Administration Building
3001 Blume Drive
Rossmoor, California

Monday, August 3, 2015
12:00 p.m.

A. ORGANIZATION

1. CALL TO ORDER: 12:00 p.m.
2. ROLL CALL: Directors Kahlert, Maynard
3. PLEDGE OF ALLEGIANCE

B. PUBLIC FORUM

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

C. REGULAR CALENDAR

1. DISCUSSION WITH GENERAL MANAGER RE: STATUS REPORT—ROSSMOOR WINTER EVENT.
2. DISCUSSION WITH GENERAL MANAGER RE: APPROVAL OF CONTRACT SERVICES AGREEMENT—CHILDREN'S GARDEN PRESCHOOL AT ROSSMOOR PARK.
3. DISCUSSION WITH GENERAL MANAGER RE: CONTRACT SERVICES AGREEMENT—HAPPY HOUR FIT CLUB

D. ADJOURNMENT

CERTIFICATION OF POSTING

I hereby certify that the attached Agenda for the Monday, August 3, 2015, 12:00 p.m. Parks and Facilities Committee Meeting of the Rossmoor Community Services District was posted at least 24 hours prior to the time of the meeting.

ATTEST:

Elizabeth Dearing for
James D. Ruth
General Manager

Date

7/29/15

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM C-1

Date: August 3, 2015

To: Parks and Facilities Committee

From: General Manager

Subject: DISCUSSION WITH GENERAL MANAGER RE: STATUS REPORT—
ROSSMOOR WINTER EVENT

RECOMMENDATION:

It is recommended that the Committee review and comment on the District's proposed Winter Event.

BACKGROUND:

Attached is a status update prepared by staff on the Rossmoor Winter Event. This report will inform the Committee as to progress on the event since last reported to the Committee. Please review and comment.

ATTACHMENTS:

1. Draft Rossmoor's Winter Report.

DRAFT

Rossmoor's Winter Event

1) Title Options

(still considering—will need to put more thought into this w/ a staff committee)

- a) Rossmoor's Festival of Lights
- b) Tree Lighting Ceremony

2) Budget--\$4,000 (Quotes received to-date total \$8,430)

3) Date/Time: Friday, December 11, 2015 @ 5:00pm

4) Artificial Tree Option:

a) Dekra-Lite 14' Sequoia Tree--\$5,330.00

- i) This would be the District's Tree for the lifespan of the tree. If kept up well this tree will last several years without any repairs. If poor weather exists, the tree can be repaired by Dekra-Lite. The District would be responsible for providing storage of the tree
- ii) Dekra-Lite provides Christmas Decorating Essentials across the Country and has been in business for nearly 30 years. Dekra-Lite provides Holiday decorations for the City of Seal Beach and major shopping retailers across the United States.

b) Ornaments--\$2,500

- i) The cost of the ornaments is typically half of the cost of the tree

5) Stage--\$840

6) Schedule of Events

- a) Decoration of Ornaments made by children for Tree
- b) LAHS Choir to perform—Jim to speak with Ms. Kropp
- c) Tour of Lights in Rossmoor—Big Red Bus--\$200 per hour (3 hour minimum)
- d) Food Trucks
- e) Toy Drive
- f) Arts and Crafts/Games/Bounce Houses
- g) Pictures w/ Santa
- h) Story time w/ Mrs. Claus
- i) Map of the houses that have entered the RHA's Christmas Lights Contest and voting instructions—winners won't be announced until after our event per the event coordinator.

7) Attachments

- a) Dekra-Lite Information and Pricing
- b) Stage Quote
- c) Big Red Bus Costs

SIZING, SPECIFICATIONS
FOR SEQUOIA 30' TREE

5' Topper Tree

6' Topper Pole with 6 Special Branches,
Tips Marked Red

6 Branches

2' Section A - 6 Branches

2' Section B - 8 Branches - 14'

2' Section C - 8 Branches - 16'

2' Section D - 12 Branches - 18'

2' Section E - 14 Branches - 20'

2' Section F - 18 Branches - 22'

2' Section G - 20 Branches - 24'

2' Section H - 24 Branches - 26'

2' Section I - 28 Branches - 28'

2' Section J - 28 Branches - 30'

Wiring Information

Tree Height	Row	Metal Frame Sections	Electrical Harnesses	Electrical Connection Per Metal Frame Section
5'	Topper Tree	1 Section	1 Harness	
10'	Topper Pole	1 Section	1 Harness	CBD
12'	Row A	1 Section	1 Harness	CBD
14'	Row B	1 Section	1 Harness	CBD
16'	Row C	1 Section	1 Harness	CBD
18'	Row D	2 Sections	1 Harness	CBD
20'	Row E	2 Sections	1 Harness	CBD
22'	Row F	2 Sections	1 Harness	CBD
24'	Row G	2 Sections	1 Harness	CBD
26'	Row H	4 Sections	2 Harnesses	CBD
28'	Row I	4 Sections	2 Harnesses	CBD
30'	Row J	4 Sections	2 Harnesses	CBD

H - J A - G
Toppers

Sequoia Trees

Size	Base	# of Rows	Branches w/ Topper	Tips	Weight	WW LED Mini Lights Count	Watts	w/LED Mini Lights Item Number	Price
14'	6.7'	2	26	4,980	395 lbs.	3,200	307w	TRBILED14	\$ 5,330.00
16'	7.5'	3	34	6,582	516 lbs.	4,100	384w	TRBILED16x8	\$ 7,135.00
18'	8.3'	4	46	8,718	664 lbs.	5,300	499w	TRBILED18x9	\$ 9,685.00
20'	9.2'	5	60	11,210	844 lbs.	6,700	634w	TRBILED20x10	\$ 12,485.00
24'	10.9'	7	98	17,974	1,303 lbs.	10,500	998w	TRBILED24x12	\$ 19,735.00
28'	12.5'	9	150	27,230	1,896 lbs.	15,700	1,498w	TRBILED28x14	\$ 27,985.00
30'	13.3'	10	178	32,214	2,229 lbs.	18,500	1,776w	TRBILED30x15	\$ 32,995.00
34'	15'	12	246	44,318	3,012 lbs.	25,300	2,419w	TRBILED34	\$ 45,780.00
36'	15.9'	13	286	51,438	3,556 lbs.	29,300	2,803w	TRBILED36	\$ 53,993.00
40'	17.5'	15	370	66,390	4,795 lbs.	37,700	3,609w	TRBILED40	\$ 69,115.00
44'	19.2'	17	466	83,478	5,370 lbs.	47,300	4,531w	TRBILED44	\$ 89,455.00
46'	20'	18	520	93,090	6,016 lbs.	52,700	5,050w	TRBILED46	\$ 99,715.00
48'	20.9'	19	576	103,058	6,883 lbs.	58,300	5,587w	TRBILED48	\$ 113,135.00
50'	21.7'	20	640	114,450	7,950 lbs.	64,700	6,201w	TRBILED50	\$ 127,815.00
56'	24.2'	23	840	150,050	10,975 lbs.	84,700	8,121w	TRBILED56	\$ 181,875.00
60'	25.9'	25	984	175,682	13,307 lbs.	99,100	9,504w	TRBILED60	\$ 231,185.00

Sequoia Walk Through Trees

36'	15.9'	13	233	39,590	3,180 lbs.	25,900	2,300	TRB136WALKTHRU	\$ 71,730.00
40'	17.5'	15	327	57,044	4,393 lbs.	36,100	3,200	TRB140WALKTHRU	\$ 94,550.00
44'	19.2'	17	421	73,084	5,753 lbs.	46,000	4,100	TRB144WALKTHRU	\$ 125,115.00

Note: Sequoia Trees with Incandescent lights are priced at 10% less.
For RGB Animated Sequoia Trees, please call for pricing.

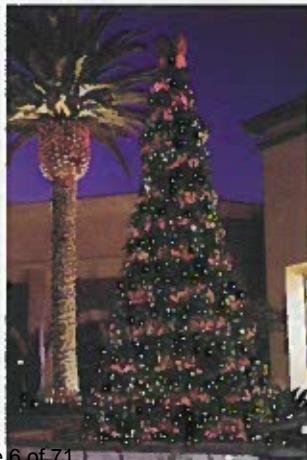
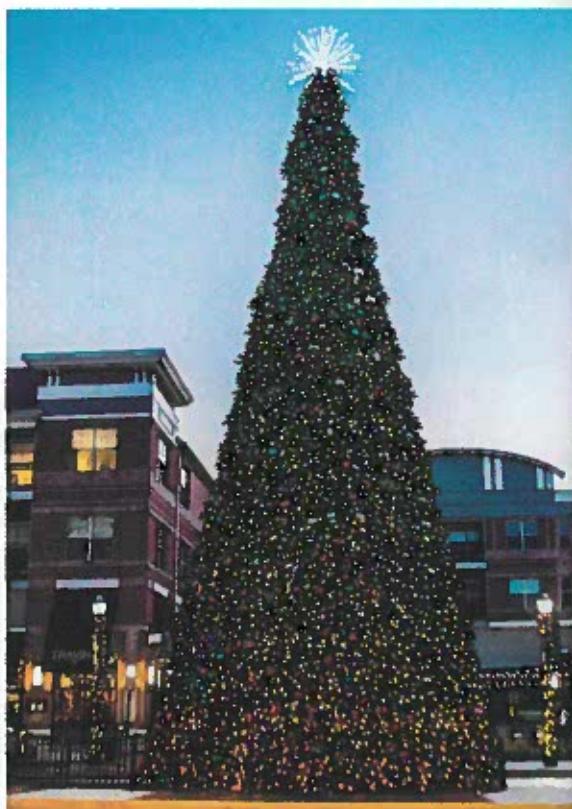
Sequoia Tree
Custom
wall Topper



SEQUOIA TREES

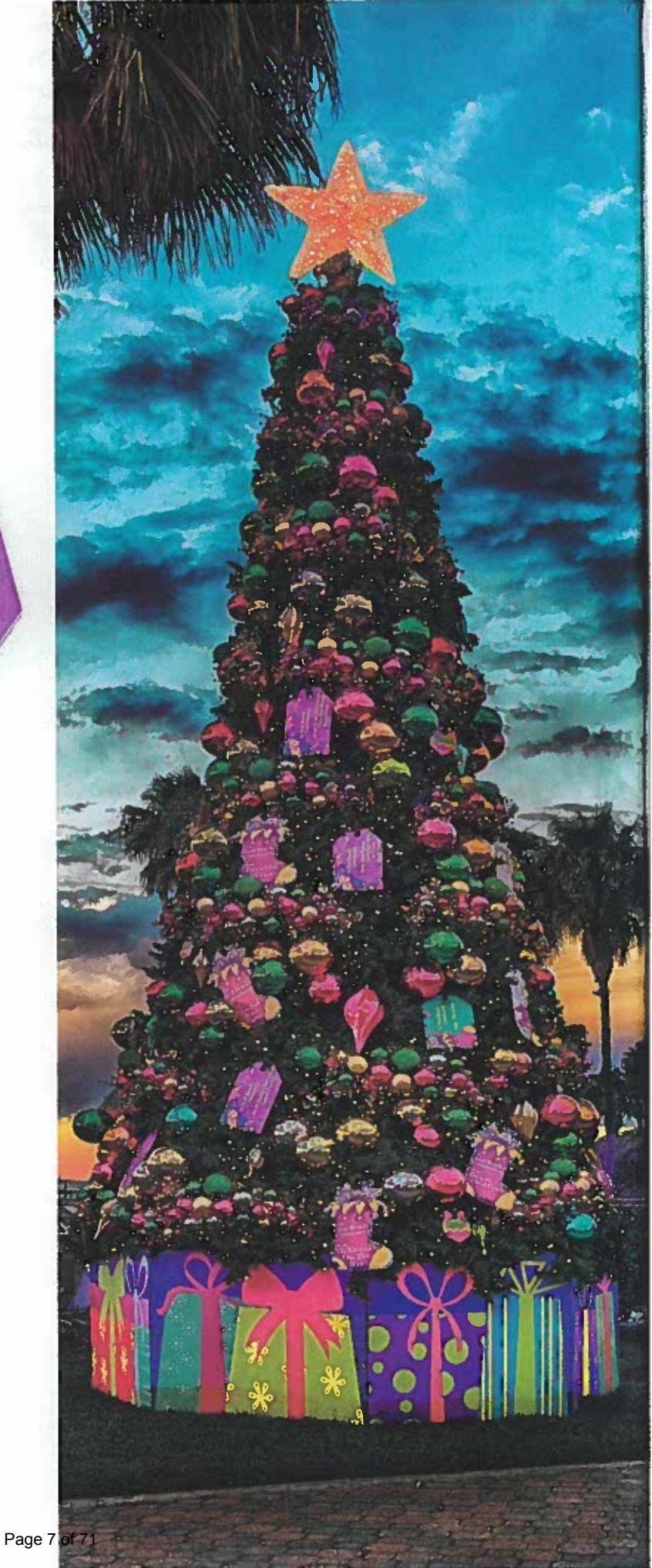
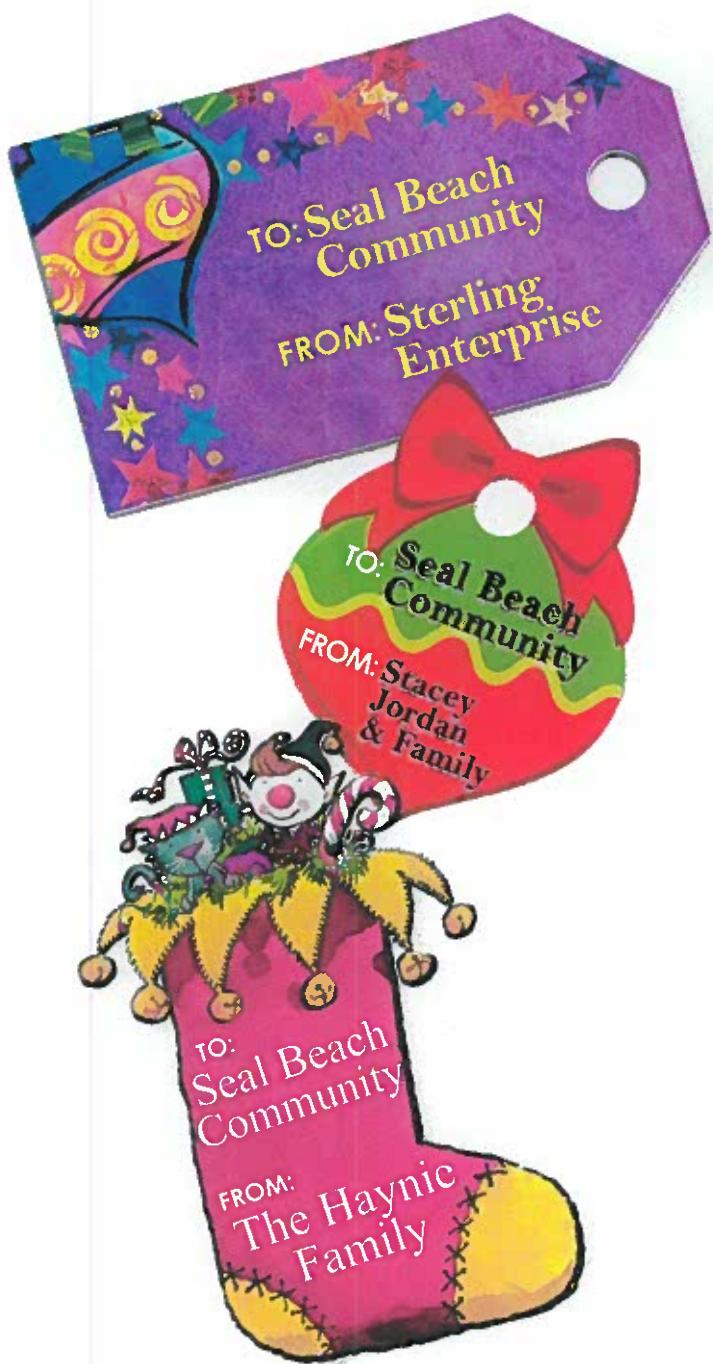
The Sequoia Tree Collection represents the next generation in giant Christmas Tree construction. It is the first tower tree to receive the RSE (Registered Structural Engineer) stamp of approval, making it the safest tree on the market. The Sequoia Tree features self-shaping branches that "spring back" to their original shape reducing assembly time and ensuring your tree looks fantastic each year.

All Sequoias have two-tone UV treated foliage with premium tips that are double the industry standard. This tree comes pre-lit with warm white LED mini lights or LED C7 bulbs, providing an energy savings of up to 90% over traditional incandescent bulbs.



COMMUNITY SPONSORED ORNAMENTATION

Custom printed tags and ornaments can be designed with your logo or with names of sponsors from your community. Inexpensive and colorful, these graphic ornaments can stretch a decoration budget and personalize your tree year after year.





1-800-436-3627
info@dehra-lite.com
www.dehra-lite.com

3102 West Alton Avenue
Santa Ana, CA 92704



Warranty INFORMATION

WARRANTY

warranty to the original buyer that all of our displays and accessories will be free from manufacturer's defects. Under normal conditions of use and service, this protection is extended for six (6) seasons on all frames, five (5) seasons on garland, three (3) seasons on electrical wiring, and one (1) season on all computerized lighting modules. This warranty does not apply to light bulbs or light strands. Pole Mount displays are designed to withstand up to 40 mph winds with no ice load. Obligation under this warranty is limited to repairing or replacing any part that is found to be defective.

Light strands have a warranty for three (3) 60 day seasons or 25,000 hours, whichever comes first. Simply return the product to us and we will replace the LED light strand free of charge.

Our Trees are covered by a ten (10) year warranty against defect under normal conditions and use.

Items not specifically listed are covered by a one (1) season (60 day) warranty.

Under this warranty, the company's obligation to repair or replace is on a non pro-rated basis.

Cost to install and the cost of shipping are not included in this warranty and are expressly in lieu of all other warranties expressed or implied. Bulb burnouts or electrical damage caused by the buyer or weather elements, or damage caused by rough handling in transit are not covered by this warranty. Therefore, units should be inspected and tested for bulb outage upon delivery and prior to installation. All merchandise is carefully inspected before shipping and is packed in an approved manner in approved cartons when it leaves the warehouse.

For the purposes of this warranty 1 season is defined as one installation and removal for a duration lasting no more than 60 days.

RETURN POLICY

Merchandise returns will not be accepted without written authorization. Return requests will be accepted for credit if submitted and approved within 30 days of receipt of product. Any returned products under the following conditions will result in a 20% restocking fee and the customer will incur the freight charges: customer ordered incorrect product and/or never opened or used product for its intended purpose.

ACCEPTANCE OF MERCHANDISE

Claims of merchandise delayed, lost, or damaged in transit are the responsibility of the consignee/customer. Upon accepting shipment, claims of any missing cartons or visible damage must be noted on delivery driver's bill of lading or the receipt of delivery. All claims must be filed with the delivering carrier. Failure to properly file claims may result in refusal of the claim by the carrier.

©2015 Dekra-Lite Industries, Inc. Reproduction in any manner, in whole or in part, of any portion of this catalog is strictly prohibited. All portions, including copy, artwork, photographs and product designs are the exclusive property of Dekra-Lite Industries, Inc. and their manufacturers or customers. All portions have been copyrighted and may not be copied or reproduced without the express written permission of Dekra-Lite Industries, Inc.



This catalog is printed on 20% recycled (10% Post-consumer waste) paper using soy-based inks.

Bill		Delivery	Quote	100565
		Work	Page	1 of 2
		FAX	At	1/22/15 9:38 AM
		Home		
		Cell		
For	ROSSMOOR COMMUNITIES EMILY 562-480-2341	Contact	Needed	1/22/15
		Contact	Due Out	1/22/15
		Contact	Due In	1/22/15
			Time Out	
			Time In	
			Amt. Out	
Ordered by		Time	Used Charged	
Taken by	JASON F		Mo	Amt. In
Referred by			Wk	Amt. Used
Client of			1 Da	P. O. No.
EMail			Hr	Job Name
				Deposit
Out	Qty	In	Description	Min Hrs Ea/Hr. Day Week Month Item Total
N	15		STAGE PANEL, 4' X 4' 12 X 20 X 24" TALL	25.00 25.00
N	2		18" STAIR PACKAGE 2-STEPS	35.00 35.00
NL	1		LINEN, 17' SKIRTING	20.00 20.00
NL	1		LINEN, 13 1/2' SKIRTING	15.00 15.00
NL	1		LINEN, 10 1/2' SKIRTING	15.00 15.00
N	2		LIGHT TOWER R/R	140.00 140.00
!			HOURS OUT HOURS IN	
!			RENTAL IS BASED ON 8 HOURS OF RUN	
!			TIME OR 24 HOURS WHICH EVER	
!			COMES FIRST	
!			DIESEL CHARGE IS 6.50 PER GALLON.	

**DELIVER DURING THE DAY
PICK UP FOLLOWING MORNING
(LATE NIGHT PICK UP AVAILABLE FOR ADDITIONAL COST)**

Ttl Sale	
- % discount	
Ttl Rent	775.00
- % discount	0.00
Ttl Service	
- % discount	
% Waiver	
Delivery	75.00
Installation	0.00
4 % WCSC	34.00
8.00 % Tax	0.00
Total	884.00
Paid	
Balance	884.00

ATTACHMENT C

Not seeing exactly what you are looking for? Let us help you create the perfect package for you! We have **VIDEOS PHOTOS** **(562) 852-9888** **BOOK NOW!** done it all, from kid's parties, conventions, company team building, transportation, parades, weddings, you name it we can do it.



Cost: Starting at \$200 per hour

- Extra cost for pick-ups more than 2 miles from our Long Beach Terminal
- Flat rates may be negotiated for events that exceed 5 hours, or multi-day events
- Discounted rates are available Monday-Thursday and non-peak hours

Minimum: 3 Hours for most occasions

Includes: Driver, Host, Labor & Tax

- Tip not included, but always accepted.

Give us a call and let's dream together.

Last modified on Tuesday, 03 March 2015 04:56

BIG RED BUS

Menu

Craft Beer Tour

**Sunday Funday Pub
Crawl**

[Privacy Policy](#) [Safety & Certification](#) [About Us](#)

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM C-2

Date: August 3, 2015

To: Parks and Facilities Committee

From: General Manager

Subject: DISCUSSION WITH GENERAL MANAGER RE: APPROVAL OF CONTRACT SERVICES AGREEMENT—CHILDREN'S GARDEN PRESCHOOL AT ROSSMOOR PARK.

RECOMMENDATION:

Discuss and make a recommendation to the Board on the Contract Services Agreement with the Children's Garden Preschool for a permit to operate a preschool at Rossmoor Park.

BACKGROUND:

The District has had a long standing and satisfactory relationship with Li'l Cottonwood Preschool at the Montecito Center. A new proposal has been received and vetted for a new group to operate a similar preschool at the Rossmoor Community Center. Staff's recommendation is that this program is a good use of the facility.

Attached is a staff report prepared by the District's Recreation Superintendent which includes a Contract Services Agreement prepared by General Counsel.

ATTACHMENTS:

1. Memorandum dated July 23, 2015 re: Contract Services Agreement (CSA)—Children's Garden Preschool at Rossmoor Park.

ROSSMOOR COMMUNITY SERVICES DISTRICT

DATE: July 23, 2015

TO: Jim Ruth, General Manager

FROM: Emily Gingras, Recreation Superintendent

SUBJECT: Contract Services Agreement (CSA)—Children's Garden Preschool at Rossmoor Park

BACKGROUND:

At the June 23 Parks and Facilities Committee meeting, District staff presented a proposal for a preschool program at Rossmoor Park. Rossmoor residents, Ms. Cathy Bailey and Sandi Hill would like to relocate their popular preschool program from El Dorado Park in Long Beach to Rossmoor Park. The Committee was receptive of the concept but requested a facility layout and program costs be presented in detail.

With the recent adoption of the Youth Center's After School program commencing in the fall, the Rossmoor Park Community Center will be utilized weekdays after school for implementation of that program. The Director of the Youth Center, Ms. Lina Lumme has discussed the preschool proposal with District staff and is ultimately supportive of the program. Some details may need to still be addressed for minimum days and parent-teacher conference dates, albeit the Youth Center next to Oak Middle School would still be open during these school closures.

SUMMARY:

Both Ms. Bailey and Hill have an extensive background in early childhood education. Ms. Bailey has been teaching early education classes for the last 30 years and Ms. Hill has her Master's Degree in Education. Ms. Hill has taught pre-k to 8th grade over the last 13 years. The Children's Garden Preschool has operated at El Dorado Park for the past six years.

Children's Garden Preschool is unique in the fact it requires parent participation and requires parents attend educational offerings to aide in the development of their child(ren). Ms. Bailey and Ms. Hill have been very responsive in the District's request for proposals, drawings, etc. Additionally, they have no issues with the proposed Contract Services Agreement (CSA) nor the District's proposed revenue sharing split of 75%/25% which could potentially bring an estimated \$2,000 in monthly revenue to the District.

One hurdle the preschool is facing is meeting the District's insurance

requirements. Their current contractual agreement does not require insurance so Ms. Bailey and Ms. Hill are in the process of requesting quotes from insurance companies to meet the District's insurance requirements per the CSA. Another issue that Ms. Bailey and Ms. Hill have been diligently working on is the lack of storage at Rossmoor Park. As the committee is most likely aware, the operation of a successful preschool includes necessary play components for development which includes toys, games, books, role play, etc. Ms. Bailey and Ms. Hill have several parents in the classroom each day that would complete the necessary take-down of these items in order for the After School Program to take place. Ms. Bailey and Ms. Hill have a reputation for leaving their rented spaces exceptionally clean and also agreed to build additional storage bins similar to those at the Montecito Center to allow for additional storage.

The proposed program would commence on Monday, September 16, 2015 thru May 15, 2016 with school closures to observe Holidays and winter and spring breaks. The Monday/Wednesday/Friday class would utilize the facility from 8:30am to 1:00pm and the Tuesday/Thursday class from 8:30am to 12:00pm. Additional dates of use include the quarterly Parent Orientation, and Parent Education classes from 6:45pm to 10:00pm for a total of eight (8) additional dates throughout the school year.

Should the Committee recommend this program to the Board, this item is time sensitive and will be placed on the August Board meeting agenda since the Children's Garden Preschool has current contract obligations with another City. Per their current agreement, notice of termination of their contract would need to be given by August 14, 2015.

ATTACHMENTS:

- A. Contract Services Agreement
- B. Proposal—Children's Garden Preschool
- C. Facility Layout
- D. Proposed Storage

ROSSMOOR COMMUNITY SERVICES DISTRICT

CONTRACT SERVICES AGREEMENT FOR INSTRUCTIONAL SERVICES

This Contract Services Agreement ("Agreement") is made and entered into the (1st, etc.) day of _____ Month _____ Year _____ by and between Rossmoor Community Services District ("DISTRICT"), and _____ ("CONTRACTOR"). The DISTRICT and CONTRACTOR are sometimes referred to in this Agreement, each individually as a "Party," or collectively, as the "Parties."

RECITALS

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

WHEREAS, The parties hereto desire to make available to the residents of Rossmoor and other individuals a recreation program in a responsible and efficient manner;

WHEREAS, The DISTRICT and CONTRACTOR have mutual interest in providing recreation programs and offering them to the residents of Rossmoor and other individuals;

WHEREAS, The DISTRICT has the authority to establish fees or other charges for services provided by the DISTRICT;

WHEREAS, The DISTRICT desires to enter into this Agreement for the non-exclusive use of District property as specified with Exhibit "A" Scope of Services and Exhibit "B" Schedule of Use, attached hereto

WHEREAS, CONTRACTOR desires to perform and assume responsibility for the provision of such Services on the terms and conditions set forth in this Agreement. Whereas CONTRACTOR represents that he/she is experienced in providing such Services.

NOW, THEREFORE, DISTRICT AND CONTRACTOR AGREE AS FOLLOWS:

1. USE

- 1.1 CONTRACTOR may use the permitted area(s) referenced in Exhibit B, Schedule of Use for the provision and administration of _____ (name of program) program at _____ (name of park(s)), and related activities subject to approval by the District's Board of Directors.

- 1.2 CONTRACTOR promises and agrees to furnish all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately perform the services. CONTRACTOR shall be responsible for offering, scheduling, and conducting all of the classes and activities set forth in Exhibit "B" Schedule of Use attached hereto by reference.
- 1.3 CONTRACTOR assumes all risk of loss, damage, or harm to such equipment or materials arising in connection with the provisions of such services.
- 1.4 CONTRACTOR personnel are not allowed to distribute and/or sell personal items or equipment.

2. AGREEMENT

- 2.1 DISTRICT grants the CONTRACTOR a non-exclusive license ("License") to utilize District property in accordance with the Scope of Services specified in Exhibit A, attached hereto, specifying the terms and conditions set forth herein below. The CONTRACTOR shall not use the facilities in any manner contrary to the terms of this Agreement without DISTRICT'S prior written consent.
- 2.2 No legal title or leasehold interest in the Facilities is created or vested by the CONTRACTOR by the granting of this License.

3. TERM & TERMINATION

- 3.1 The operating term of this License shall be from _____ to _____ and may be terminated by DISTRICT upon giving 30 days written notice to CONTRACTOR.
- 3.2 This Agreement, and the License granted hereunder, may be terminated by the DISTRICT immediately based upon a breach of any of the terms and conditions of this Agreement by the CONTRACTOR.
- 3.3 **Termination by CONTRACTOR.** CONTRACTOR may terminate this Agreement upon giving 30 days written notice to DISTRICT. This Agreement, and the License granted hereunder, are not transferable or

assignable by CONTRACTOR to any other person or entity without the prior written consent of DISTRICT.

4. SERVICES OF CONTRACTOR

4.1 CONTRACTOR agrees to the following:

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

4.2 Standard of Performance. CONTRACTOR agrees that all services shall be performed in a competent, professional, and satisfactory manner in accordance with the standards prevalent in the industry, and that all goods, materials, equipment or personal property included within the services herein shall be of good quality, fit for the purpose intended.

4.3 Certification. CONTRACTOR agrees that he/she is trained and qualified to teach or conduct courses and will provide and maintain evidence of certification.

4.4 Performance to Satisfaction of DISTRICT. CONTRACTOR agrees to perform all work to the satisfaction of DISTRICT within the time specified. If DISTRICT reasonably determines that the work is not satisfactory, DISTRICT shall have the right to take appropriate action, including but not limited to: (i) meeting with CONTRACTOR to review the quality of the work and resolve matters of concern; (ii) requiring CONTRACTOR to repeat unsatisfactory work at no additional charge until it is satisfactory; (iii) suspending the delivery of work to

CONTRACTOR for an indefinite time; (iv) withholding payment; and (v) terminating this Agreement as set forth in Section 3.2 of this agreement.

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

5. **COMPENSATION:** CONTRACTOR shall receive compensation for Services rendered under this Agreement as follows:

- a) CONTRACTOR shall provide the Services at rates as stated on a rate schedule provided by the CONTRACTOR which shall be charged to each individual participating in preschool program. CONTRACTOR shall be solely responsible for imposing and collecting all fees charged for the Services in accordance with this Agreement.
 - b) On a quarterly basis throughout the term of this Agreement, CONTRACTOR shall submit to DISTRICT a written statement which sets forth, in detail, the following: (i) the date and time of each preschool class performed; (ii) the corresponding fee imposed and collected for each class; (iii) the total amount of fees imposed and collected during the time period of the applicable statement.
 - c) CONTRACTOR shall retain as the entire amount of compensation for all Services performed under this Agreement an amount equal to _____% of the total fees imposed and collected during the time period of the applicable statement. CONTRACTOR shall not be entitled to expense reimbursements nor any other amounts in connection with performance of this Agreement.
 - d) At the time of submission of each written statement as required herein, CONTRACTOR shall remit payment to the DISTRICT in readily available funds, an amount equal to _____% of the total fees imposed and collected during the time period of the applicable statement including amounts CONTRACTOR is required to pay under Section 5(b) and (c).
 - e) CONTRACTOR shall not be reimbursed for any expenses unless authorized in writing by DISTRICT.
 - f) DISTRICT shall conduct a monthly inspection of all classes conducted and compare to CONTRACTOR'S submission under 5(b).
- 5.1 Class discounts (e.g., Groupon, Living Social, etc) will not be considered when collecting fees from CONTRACTOR.

- 5.2 CONTRACTOR shall be responsible for registration of participants, fee collection, refund processing, and marketing for all classes and programs. Any and all fees collected by CONTRACTOR for the above programs shall be paid to the DISTRICT fifteen (15) days after program registration closes. CONTRACTOR shall be responsible for collecting all fees from class participants registering on-site. DISTRICT will reduce payment for class compensation to recover fees failed to be collected and submitted.
- 5.3 **Class Demonstrations.** The DISTRICT has the right to request each CONTRACTOR provide a one (1) day, four (4) hour free demonstration or instructional class per quarter at no charge. Demonstration or instructional class may be scheduled at any DISTRICT location.

6. INDEPENDENT CONTRACTOR

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

7. USE OF PREMISES

- 7.1 **Schedule of Use.** CONTRACTOR shall comply with the Schedule of Use attached in Exhibit B. District reserves the right to use, sublease, or license the Premises to third parties. CONTRACTOR 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.

7.2 No Unlawful Uses. CONTRACTOR shall only be permitted to use the Premises for instructional service activities and programs and CONTRACTOR agrees not to use the Premises for any immoral or unlawful purpose.

7.3 Preservation of Insurance. CONTRACTOR shall not commit any acts on the facilities, nor use the facilities in any manner that will cause the cancellation of any fire, liability, or other insurance policy insuring the facilities or the improvements on the facilities.

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

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

8. HOURS OF USE

- 8.1 CONTRACTOR agrees to use the facility in accordance with Exhibit B Schedule of Use.
- 8.2 Requests for additional hours of use may be granted with written approval from the DISTRICT within 30 days of scheduled event.

9. INDEMNIFICATION

9.1 CONTRACTOR shall indemnify, defend (with counsel approved by DISTRICT), and hold harmless DISTRICT, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in any way connected with fitness classes and/or CONTRACTOR'S use of District property hereunder or CONTRACTOR'S failure to comply with any of its obligations continued in this Agreement, regardless of DISTRICT'S passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of the DISTRICT. Should DISTRICT in its sole discretion find CONTRACTOR'S legal counsel unacceptable, then CONTRACTOR shall reimburse the District its costs of defense, including without limitation reasonable attorneys fees, expert fees and all other

costs and fees of litigation. The CONTRACTOR 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.

9.2 CONTRACTOR shall require all participants to sign a waiver to indemnify and hold harmless according to the terms referenced in Exhibit A, Scope of Services.

9.3 The requirements as to the types and limits of insurance coverage to be maintained by CONTRACTOR as required by Section 10, 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 CONTRACTOR pursuant to this Agreement, including, without limitation, to the provisions concerning indemnification.

10. INSURANCE

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

10.1 **Workers Compensations Insurance As Required By Law.** CONTRACTOR shall require all subcontractors similarly to provide such Workers Compensation insurance for their respective employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the District at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against the DISTRICT, its officers, agents, employees, and volunteers for losses arising from work performed by the CONTRACTOR for District.

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

- 10.3 **Automobile Liability Coverage.** CONTRACTOR shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the CONTRACTOR arising out of or in connection with this Agreement, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence.
- 10.4 **Endorsements.** Each commercial or general liability and automobile liability insurance policy shall be issued by a financially responsible insurance company or companies admitted and authorized to do business in the State of California, or which is approved in writing by DISTRICT, and shall be endorsed as follows. CONTRACTOR also agrees to require all contractors, and subcontractors to do likewise.
- 10.4.1 "The DISTRICT, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insureds with respect to liability arising out of the operations by or on behalf of the named insured in connection with the Agreement between Rossmoor Community Services District and the CONTRACTOR"
- 10.5 This policy shall be considered primary insurance with respect to the DISTRICT, its elected or appointed officers, officials, employees, agents, and volunteers. Any insurance maintained by the DISTRICT, including any self-insured retention the DISTRICT, shall be considered excess insurance only and shall not contribute with this policy.
- 10.6 This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
- 10.7 The insurer waives all rights of subrogation against the DISTRICT, its elected or appointed officers, officials, employees, or agents.
- 10.8 Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the DISTRICT, its elected or appointed officers, officials, employees, agents, or volunteers.
- 10.9 The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days' written notice has been received by the DISTRICT.

- 10.10 CONTRACTOR agrees to provide immediate notice to DISTRICT of any claim or loss against CONTRACTOR and/or DISTRICT arising out of the use of District property under this Agreement. DISTRICT assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve DISTRICT.
- 10.11 Any deductibles or self-insured retentions must be declared to and approved by the DISTRICT. At the DISTRICT'S option, the CONTRACTOR shall demonstrate financial capability for payment of such deductibles or self-insured retentions.
- 10.12 The CONTRACTOR shall provide certificates of insurance with original endorsements to the DISTRICT as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the District on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the DISTRICT at all times during the term of this Agreement.
- 10.13 Failure on the part of the CONTRACTOR to procure or maintain required insurance shall constitute a material breach of this Agreement under which the DISTRICT may terminate this Agreement and the License pursuant to Section 3, above.

11. FINGERPRINTING

- 11.1 CONTRACTORS providing services, or potentially providing services, to persons under 18 years of age, may be required to be fingerprinted by the Orange County Sheriff Police Department's "Live Scan, Department of Justice" system.

12. MISCELLANEOUS

- 12.1 **Entire Agreement.** This Agreement, dated _____ 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 **Applicable Law.** This License shall be governed and interpreted in accordance with the laws of the State of California.

- 12.3 **No Brokers.** Each party represents to the other that it has not engaged or used the services of any broker, finder, or salesperson in connection with this License.
- 12.4 **Counterparts.** This License may be executed in multiple counterparts each of which shall be deemed an original for all purposes.
- 12.5 **The Individuals Signing this Agreement.** Individuals Represent and warrant that they have the right, power, and authorization to bind their respective entities to the terms of the Agreement.

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

District: General Manager
3001 Blume Drive
Rossmoor, CA 90720

Rossmoor Community Services District

By: _____

Name & title: _____

CONTRACTOR: _____

By: _____

Name & title: _____

WITNESSED:

By: _____

APPROVED AS TO FORM FOR DISTRICT:

By: -----

Tarquin Preziosi, General Counsel

Exhibit A: Scope of Services

Contract Services Agreement—Instructional Services Children's Garden Preschool

I. CLASSES OFFERED

A. CONTRACTOR agrees to the following:

Teach or conduct the following class(es) as mutually agreed upon by DISTRICT:

1. **Children's Garden Pre-School MWF class**
2. **Children's Garden Pre-School TTH class**

B. CONTRACTOR agrees to charge the following amount per participant, per class and maintain and provide the District with a sign-in sheet for participants:

1. **MWF Class = \$231/per student, per month +\$25 monthly materials fee**
2. **TTH Class = \$160/per student, per month +\$25 monthly materials fee**

C. CONTRACTOR will provide all required personnel and be responsible for the supervision of their class(es):

Instructors Approved to conduct the above mentioned class(es) as mutually agreed upon by DISTRICT:

1. **Cathy Bailey (daily)**
2. **Sandi Hill (daily)**
3. **Substitute teachers: Cari Manvydas, Kiley Zahn, Maria Carbonara, Veronica D'Arcy - on an as-needed basis**

II. USE OF DISTRICT PROPERTY

Any violations of the following may result in Termination of Agreement:

1. **Storage—CONTRACTOR will have use of the following District Property for storage of items:**
 - a. Designated kitchen cabinets and under the sink storage in the community center, designated storage cabinets on the back wall of the community center
 - b. Please see attachments for additional proposed storage options provided by the Children's Garden Pre-School

III. PARTICIPANT WAIVER

The following language shall be inserted above the participant's signature:

RELEASE, HOLD HARMLESS AND AGREEMENT NOT TO SUE

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

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

Exhibit B: Schedule of Use

Contract Services Agreement—Instructional Services Children's Garden Preschool Program

I. HOURS OF USE

- A. CONTRACTOR will utilize the Rossmoor Park Community Room on the following days/times**
 - **Monday/Wednesday/Friday from 8:30 a.m.-1:00 p.m.**
 - **Tuesday/Thursday from 8:30 a.m.-12:00 p.m.**
- B. CONTRACTOR will utilize the Rossmoor Park Kitchen and patio area surrounding the Community Room and Kitchen in accordance with hours listed above**
- C. Requests for class(es) shall be accordance with parks hours (7:00 am to 10:00pm)**
- D. CONTRACTOR will utilize the Rossmoor Park Community Room for a quarterly Parent Orientation on the following days/times:**
 - **September 5, 2015 from 8 a.m.- 12:00 p.m.**
- E. CONTRACTOR will utilize the Rossmoor Park Community Room for Parent Education classes on the following days/times:**
 - **9/24, 10/15, 11/19, 1/21, 2/18, 4/21, 5/19 all classes are from 7-9 p.m. Access is requested from 6:45-10 p.m.**
- F. Requests for additional dates and/or hours of use shall be submitted within 30 days of request. Additional requests may require authorization by the General Manager and/or approval of the Board.**

Emily Gingras

From: Sandi Hill [sandihill8@gmail.com]
Sent: Monday, July 27, 2015 11:12 AM
To: Emily Gingras; Cathy Bailey
Subject: Re: Los Al preschool update

Here you go ...

September - 9/5 orientation, 9/16 First day
October - NO SCHOOL DAYS 10/2
November - NO SCHOOL DAYS 11/23-11/27
December - NO SCHOOL DAYS 12/17-12/31
January NO SCHOOL DAYS 1/1, 1/18
February - NO SCHOOL DAYS - 2/8, 2/15
March - NO SCHOOL DAYS - 3/21-3/31
April - NO SCHOOL DAYS - 4/1, 4/13, 4/21
May - 5/17 LAST DAY OF SCHOOL

Hope this is what you need - I'll stop the printout by your office this afternoon.

Sandi

On Mon, Jul 27, 2015 at 11:02 AM, Sandi Hill <sandihill8@gmail.com> wrote:

Ok no problem - a parent put it together for us and posted it on our Web site. I'm just going to print it out and give you the dates we aren't in class for each month ... also can drop you a printout if it's helpful.

Sandi

On Mon, Jul 27, 2015 at 10:38 AM, Emily Gingras <egingras@rossmoor-csd.org> wrote:

Yes please if you can

From: Sandi Hill [mailto:sandihill8@gmail.com]
Sent: Monday, July 27, 2015 10:39 AM

To: Emily Gingras
Cc: Cathy Bailey
Subject: Re: Los Al preschool update

Sure! Would you like it to include all holidays etc ?

The Children's Garden Pre-School Class Proposal for Rossmoor Park

The Children's Garden Developmental Pre-School is a parent participation pre-school that believes that children learn best through play. Our program serves children ages 3-5.

- We believe:
- There is interconnectedness between children, family, and the community.
- Each adult and child is valuable as an individual, capable of reaching his or her potential, when supported and encouraged by best practices.
- Learning occurs through active participation, which honors the process over the product in a developmentally appropriate environment.
- Parent and teacher cooperation is an integral part of child learning.

In addition to the cognitive skills that typical early childhood education programs offer, The Children's Garden emphasizes building community and developing social skills in young children. We require once monthly parent participation in the classroom and attendance at a monthly parent education night. Our philosophy is that children learn through play and to that end, we offer a wide variety of hands on math, science, cognitive, art, sensory, nutrition and social experiences to foster learning in a developmentally appropriate environment.

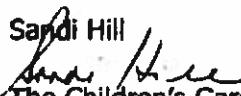
Our school has 2 full-time teachers, both Rossmoor residents. Cathy Bailey has been teaching early education classes in a variety of schools, for the past 30 years. Prior to The Children's Garden, she was most recently at the Child Development Center at LBCC. Sandi has a Master's Degree in Education and has taught ages ranging from pre-k to 8th grade over the last 13 years. Our shared passion for early childhood and parent education brought us together and led to the creation of this developmental program for young children.

We require parent participation in the classroom approximately once monthly, which means we have an additional 3 adults working in the classroom each day. This ratio of 1 to 5 gives us the flexibility to provide enriching experiences for the children. Each day we have activities that center around art, science, literacy and large motor to develop valuable pre-k skills using a play-based approach. With the children's help, our participating parents prepare a nutritious snack each day, adding to the science experiences through measuring, mixing and to the fine motor practice with chopping, stirring and squeezing dough for things like pretzels and bread.

It is our hope to bring our program home to Rossmoor and to continue to educate parents in and around our community as well as to provide the kind of quality early education experiences we know are integral to the development of young children. Please feel free to contact us with further questions or to request references from parents who have attended our program over the last 6 years.

Thank you for your consideration,

Sandi Hill



The Children's Garden Pre-School

ATTACHMENT C

Dear Emily,

7/9/15

Thank you so much for considering allowing the Children's Garden Pre-School to hold classes at Rossmoor Park.

Cathy and I are both residents of Rossmoor and would love nothing more than to bring this program we are so passionate about close to home.

The attached layout includes everything we currently use to run our program, with much room to discuss. We are very flexible, which we hope will allow us to work with the after school program that is planned as well as to respect the current programs that use the Rossmoor Community Center.

We would like to request that our proposal and layout be placed on the August agenda. This will allow us to end our current contract with Long Beach and begin our school year in Rossmoor on September 16, 2015. We currently have registration paperwork and payment for 41 families.

Please let me know if you have any questions about the layout or storage ideas/options. I am happy to provide clarification where needed.

Best regards,

Sandi Hill
562 787-3214
sandihill8@gmail.com

Cathy Bailey
562 430-9008
pcbbbbailey@earthlink.net

Items/supplies stored for daily/frequent use by Children's Garden Preschool

Art Supplies: (stored in cabinets in the room?)

Butcher paper roll (store in corner of storage room or upright in cabinet)

Construction paper

Tempera paint, brushes

Collage materials

Liquid Watercolors

Clay

Miscellaneous supplies: e.g. coffee filters, cardboard, dot markers, salad spinners, droppers, squeegees)

Kitchen (*could be shared with other users)

*Griddle

*Stock pot

*Electric tea kettle

Gray utility tubs

*Cookie sheets

*Muffin pan

*Toaster (oven)

*Blender

*Cooking and serving utensils

*Rolling pins

*Measuring cups and spoons

Cups, plates and child-sized pitchers

Plastic utensils

Baby food jars

Tin foil, plastic wrap, napkins

Outside Storage Shed (4 x 8 feet?)

Tumbling mat

Plastic pool

Traffic signs

Water table

Sand toys

Water toys

Balls

Hula hoops

Bean bags and "launchers"

Squirt bottles

"Ball" swing

Jump ropes

Balance Beam

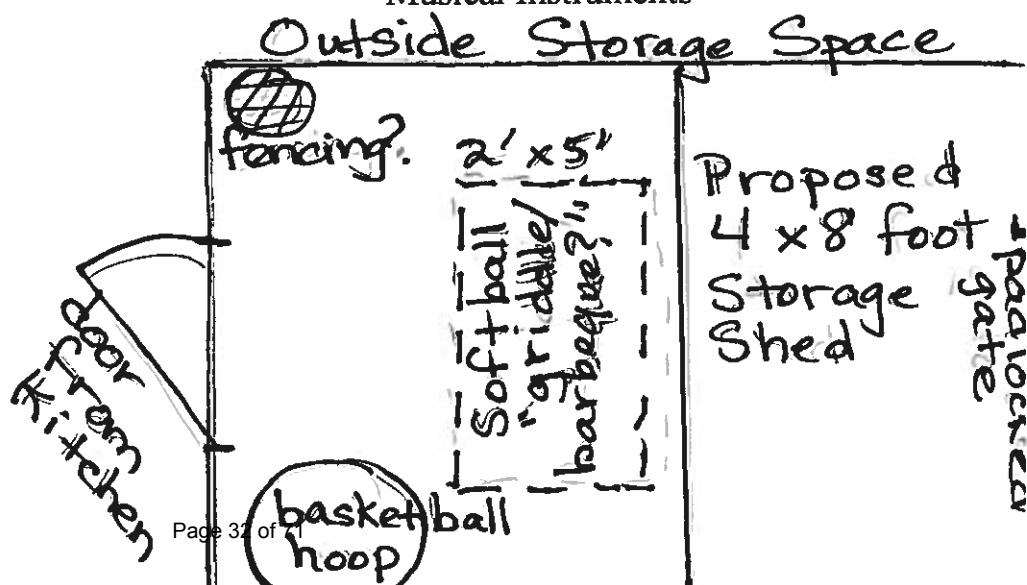
Basketball hoop

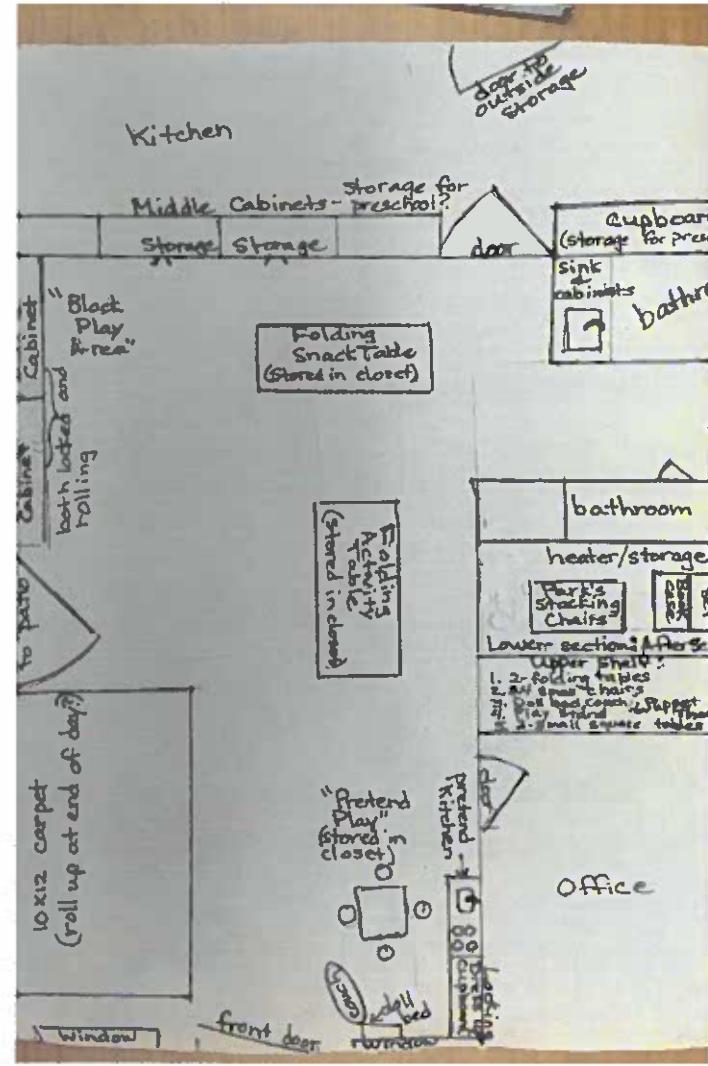
Other Items: (stored in cabinets in room)

Rice, cornmeal tubs

Collage cart (rolling)

Musical Instruments





Assembly Instructions

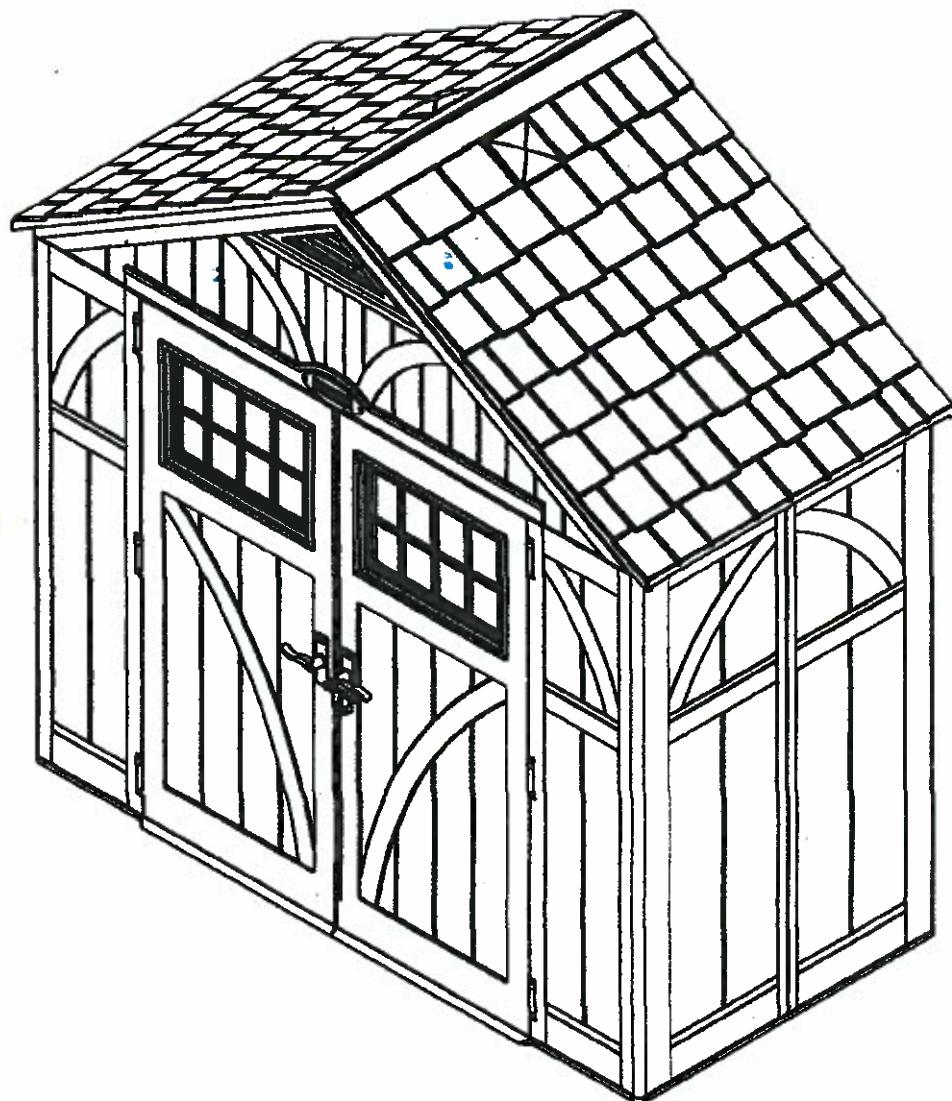
CRAFTSMAN®

ATTACHMENT D

STORAGE SHED

Assembled exterior dimensions
8' 4 1/2"W x 4' 3/4" D x 8' 7"H

Model No.
65006



Español pg. 25
0361218

Sears Brands Management Corporation, Hoffman Estates, IL 60179 U.S.A.

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM C-3

Date: August 3, 2015

To: Parks and Facilities Committee

From: General Manager

Subject: DISCUSSION WITH GENERAL MANAGER RE: CONTRACT SERVICES AGREEMENT –HAPPY HOUR FIT CLUB

RECOMMENDATION:

It is recommended that the Committee review and comment on the merits of the proposed Contract Services Agreement (CSA) with the Happy Hour Fit Club.

BACKGROUND:

District staff and General Counsel have worked for several months on the preparation of an amended policy and ordinance which sets forth the requirements for the commercial use of District Property. These documents are in full force and effect at this time.

The Happy Hour Fit Club (Club) has been using Rush Park for fitness classes on a for-profit basis without a permit. Subsequent to the approval by the Board of the revised policy and ordinance, staff has made numerous attempts to obtain agreement from the Club to operate its program on profit sharing basis.

More recently, staff have met several times with the Club to finalize a CSA which has been prepared by General Counsel. The Club has requested several changes to the CSA which General Counsel advises that the District not agree to. At the time of this report, information requested by the District has not been received nor has the Club stated that they will abide by the CSA.

Nonetheless, this matter is being brought to the Committee with the hope that the Club will agree with the CSA, as prepared, prior to your

meeting. If so, the Committee will be asked to recommend Board approval of the CSA at your August Board meeting.

On the other hand, should agreement not be reached by the time of your meeting, the Committee will be requested to recommend denial of the Club's request to continue to operate its program and upon Board approval, ask the Sheriff's Department to cite the Club for operating a for-profit program without a permit and for the District to take appropriate other actions as recommended by General Counsel.

Attached is the report prepared by staff on this matter.

ATTACHMENTS:

1. Memorandum dated July 22, 2015 re: Contract Services Agreement (CSA) for Fitness Classes—Happy Hour Fit Club.

ROSSMOOR COMMUNITY SERVICES DISTRICT

DATE: July 22, 2015

TO: Jim Ruth, General Manager

FROM: Emily Gingras, Recreation Superintendent

SUBJECT: Contract Services Agreement (CSA) for Fitness Classes—Happy Hour Fit Club

BACKGROUND:

At the June 23 Parks and Facilities Committee meeting, District staff presented a Contract Services Agreement for review based on the increased use of District Property for fitness classes and other commercial use. Staff reported that as part of a two-year effort, the District and legal counsel has drafted a Contract Services Agreement that would be utilized for such classes held on District Property. It is also District Policy for the Board to approve any Agreement for commercial use of District Property. If approved by the Board, the agreement would be given to any commercial group utilizing District Property. The attached Exhibits "A" and "B" would be specific to each group and outline class days/times, participant registration fees, rules and regulations and any additional items pertaining to that particular user.

Staff also reported to the committee that a meeting had previously taken place with Karrie DaVanon, the owner of Happy Hour Fit Club. Ms. DaVanon's use of Rush and Rossmoor Parks for classes exceeds use by any other fitness group. Ms. DaVanon was given the agreement to review and negotiate with District staff. Directors stated their concern with the overuse of District Property by Happy Hour including class times exceeding park hours, size of equipment, and childcare taking place on the playgrounds. Directors also requested staff monitor whether the 5:45am classes had ceased. It was also recommended to add a professionalism clause to the agreement.

SUMMARY:

Staff met with Ms. DaVanon again on July 6 in which Ms. DaVanon informed District staff she would no longer be utilizing District Property and would perform her services elsewhere.

On July 16, Ms. DaVanon requested a follow-up meeting in which case she informed District staff of her intent to enter into an agreement with the District but had concerns with some of the restrictions regarding childcare, equipment limitations, insurance requirements and percentage of fees split. During the

negotiation process Ms. DaVanon has limited her classes but still continues to utilize District Property for some boot camp classes.

District staff addressed Ms. DaVanon's concerns with General Counsel who advised the District not to deviate from the agreement. One of the major liabilities with Ms. DaVanon's current park use is the childcare she offers on the District's playgrounds which she collects a fee for. Another option for Ms. DaVanon would be rent and pay established fees for use of the East Room for childcare purposes.

At this point in time, Ms. DaVanon is requesting the District negotiate the recommended 75/25% split for services with 75% payable directly to the Instructor. Currently, the District's Agreement with Mr. Fernando Molina for tennis instruction is a 75/25% split. The City of Los Alamitos charges a 60/40% split for any group utilizing fields because of the wear and tear to the turf, water usage, etc. The City of Seal Beach charges a 65/35% split. However, the City of Los Alamitos and Seal Beach provide all marketing and publicity for those classes. Because the District does not operate Contract Classes, the District would not provide marketing services for any user groups of District Property.

District staff met with Ms. DaVanon again on July 16 and with her husband on July 27. Mr. and Ms. DaVanon informed the District that she has been providing this service to the community for the past two (2) years and has not made any money on her business due to marketing costs, start-up costs (including a trailer and fitness equipment that totaled \$10,000 according to Ms. DaVanon), the cost of her assistant fitness instructor and baby-sitters--\$1,000 a month). However, District staff reports Ms. DaVanon has been operating in Rush Park and Rossmoor Park since March of 2012. Ms. DaVanon has stated the 75/25% split would cause her doors to close and would provide the District with a recommended amount to be paid annually to the District. Ms. DaVanon has not provided that information in the timeline requested. If received following the agenda publication, that information will be made available to the Committee.

Additionally Mr. and Ms. DaVanon asked that the District survey the other commercial users of the park to see what fees they would be able to pay the District and still provide the service without going out of business. The District concurs with this suggestion and once staff time permits, will move forward with this suggestion. As previously reported to the Committee, the idea of establishing an annual fee and/or an hourly rate is in the process of being researched by staff for the smaller fitness groups and private instruction that are not regular users of District Property.

In the meantime, it is strongly encouraged that the District move forward with negotiating an agreement with Ms. DaVanon due to her high volume use of District Property and fees as established on her website and the liability to the District regarding the playground use for childcare purposes.

It is the District's goal to continue to allow for fitness classes and boot camps as a service to the community, however, limitations on these types of classes would enhance the publics' enjoyment of these spaces and wear and tear

on facilities as well as potential liability to the District.

ATTACHMENTS:

- A. Contract Services Agreement
- B. Email/Letters sent to Happy Hour Fit Club
- C. Calendar & Cost Comparison—Past Use and Proposed Use
- D. Log of Happy Hour Fit Club's Use of District Property

ROSSMOOR COMMUNITY SERVICES DISTRICT
CONTRACT SERVICES AGREEMENT
FOR INSTRUCTIONAL SERVICES—OUTDOOR FITNESS PROGRAMS

This Contract Services Agreement ("Agreement") is made and entered into the (1st, etc.) day of _____ Month _____ Year _____ by and between Rossmoor Community Services District ("DISTRICT"), and _____ ("CONTRACTOR"). The DISTRICT and CONTRACTOR are sometimes referred to in this Agreement, each individually as a "Party," or collectively, as the "Parties."

RECITALS

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

WHEREAS, The parties hereto desire to make available to the residents of Rossmoor and other individuals a recreation program in a responsible and efficient manner;

WHEREAS, The DISTRICT and CONTRACTOR have mutual interest in providing recreation programs and offering them to the residents of Rossmoor and other individuals;

WHEREAS, The DISTRICT has the authority to establish fees or other charges for services provided by the DISTRICT;

WHEREAS, The DISTRICT desires to enter into this Agreement for the non-exclusive use of District property as specified with Exhibit "A" Scope of Services attached hereto

WHEREAS, CONTRACTOR desires to perform and assume responsibility for the provision of such Services on the terms and conditions set forth in this Agreement. Whereas CONTRACTOR represents that he/she is experienced in providing such Services.

NOW, THEREFORE, DISTRICT AND CONTRACTOR AGREE AS FOLLOWS:

1. USE

- 1.1 CONTRACTOR may use the permitted area(s) referenced in Exhibit B, Schedule of Use for the provision and administration of an outdoor fitness program, and related activities subject to approval by the District's Board of Directors.

- 1.2 CONTRACTOR promises and agrees to furnish all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately perform the services. CONTRACTOR shall be responsible for offering, scheduling, and conducting all of the outdoor fitness program activities set forth in Exhibit "B" Schedule of Use attached hereto by reference.
- 1.3 CONTRACTOR assumes all risk of loss, damage, or harm to such equipment or materials arising in connection with the provisions of such services.
- 1.4 CONTRACTOR personnel are not allowed to distribute and/or sell personal items or equipment.

2. AGREEMENT

- 2.1 DISTRICT grants the CONTRACTOR a non-exclusive license ("License") to utilize District property in accordance with the Scope of Services specified in Exhibit A, attached hereto, specifying the terms and conditions set forth herein below. The CONTRACTOR shall not use the facilities in any manner contrary to the terms of this Agreement without DISTRICT'S prior written consent.
- 2.2 No legal title or leasehold interest in the Facilities is created or vested by the CONTRACTOR by the granting of this License.

3. TERM & TERMINATION

- 3.1 The operating term of this License shall be from _____ to _____ and may be terminated by DISTRICT upon giving 30 days written notice to CONTRACTOR.
- 3.2 This Agreement, and the License granted hereunder, may be terminated by the DISTRICT immediately based upon a breach of any of the terms and conditions of this Agreement by the CONTRACTOR.
- 3.3 **Termination by CONTRACTOR.** CONTRACTOR may terminate this Agreement upon giving 30 days written notice to DISTRICT. This Agreement, and the License granted hereunder, are not transferable or

assignable by CONTRACTOR to any other person or entity without the prior written consent of DISTRICT.

4. SERVICES OF CONTRACTOR

4.1 CONTRACTOR agrees to the following:

- (a) Teach or conduct fitness class(es) as mutually agreed upon by DISTRICT as outlined in Exhibit A Scope of Services.
- (b) CONTRACTOR will provide all required personnel and be responsible for the supervision of their class(es).
- (c) CONTRACTOR will furnish all necessary and appropriate equipment and materials. CONTRACTOR is also responsible for the care of all DISTRICT owned equipment and property utilized by the CONTRACTOR. In the event the District's equipment and property are made available through Joint-Use Agreements, CONTRACTOR shall be responsible for the care and proper use of said items.
- (d) DISTRICT is not obligated to provide for storage for any CONTRACTOR owned goods, equipment, or materials. In the event that storage is made available, DISTRICT is not responsible for theft, damage, loss, fire, or other event that may cause damage to CONTRACTOR property.

4.2 Standard of Performance. CONTRACTOR agrees that all services shall be performed in a competent, professional, and satisfactory manner in accordance with the standards prevalent in the industry, and that all goods, materials, equipment or personal property included within the services herein shall be of good quality, fit for the purpose intended.

4.3 Certification. CONTRACTOR agrees that he/she is trained and qualified to teach or conduct courses and will provide and maintain evidence of certification.

4.4 Performance to Satisfaction of DISTRICT. CONTRACTOR agrees to perform all work to the satisfaction of DISTRICT within the time specified. If DISTRICT reasonably determines that the work is not satisfactory, DISTRICT shall have the right to take appropriate action, including but not limited to: (i) meeting with CONTRACTOR to review the quality of the work and resolve matters of concern; (ii) requiring CONTRACTOR to repeat unsatisfactory work at no additional charge until it is satisfactory; (iii) suspending the delivery of work to

CONTRACTOR for an indefinite time; (iv) withholding payment; and (v) terminating this Agreement as set forth in Section 3.2 of this agreement.

- 4.5 **Professionalism.** CONTRACTOR agrees to treat parks patrons, passersby, DISTRICT staff, agents with respect and act in a professional manner. Inappropriate conduct or attitude towards any of the above shall not be tolerated and may result in termination of this agreement in accordance with section 3.3.
- 4.6 **Facility Availability.** CONTRACTOR agrees that the DISTRICT cannot guarantee park location and assignment of such. Assignments are determined based on availability of each facility and class size.

5. COMPENSATION: CONTRACTOR shall receive compensation for Services rendered under this Agreement as follows:

- a) CONTRACTOR shall provide the Services at rates as stated on a rate schedule provided by the CONTRACTOR which shall be charged to each individual participating in fitness classes. CONTRACTOR shall be solely responsible for imposing and collecting all fees charged for the Services in accordance with this Agreement.
- b) On a monthly basis throughout the term of this Agreement, CONTRACTOR shall submit to DISTRICT a written statement which sets forth, in detail, the following: (i) the date and time of each fitness class performed; (ii) the corresponding fee imposed and collected for each class; (iii) the total amount of fees imposed and collected during the time period of the applicable statement.
- c) CONTRACTOR shall retain as the entire amount of compensation for all Services performed under this Agreement an amount equal to 75% of the total fees imposed and collected during the time period of the applicable statement. CONTRACTOR shall not be entitled to expense reimbursements nor any other amounts in connection with performance of this Agreement.
- d) At the time of submission of each written statement as required herein, CONTRACTOR shall remit payment to the DISTRICT in readily available funds, an amount equal to 25% of the total fees imposed and collected during the time period of the applicable statement including amounts CONTRACTOR is required to pay under Section 5(b) and (c).
- e) CONTRACTOR shall not be reimbursed for any expenses unless authorized in writing by DISTRICT.

- f) DISTRICT shall conduct a weekly inspection of all fitness classes conducted and compare to CONTRACTOR'S submission under 5(b).
- 5.1 Class discounts (e.g., Groupon, Living Social, etc) will not be considered when collecting fees from CONTRACTOR.
- 5.2 CONTRACTOR shall be responsible for registration of participants, fee collection, refund processing, and marketing for all classes and programs. Any and all fees collected by CONTRACTOR for the above programs shall be immediately paid within five (5) business days to DISTRICT. CONTRACTOR shall be responsible for collecting all fees (including the non-resident fee) from class participants registering on-site. DISTRICT will reduce payment for class compensation to recover fees failed to be collected and submitted.
- 5.3 **Class Demonstrations.** The DISTRICT has the right to request each CONTRACTOR provide a one (1) day, four (4) hour free demonstration or instructional class per quarter at no charge. Demonstration or instructional class may be scheduled at any DISTRICT location.

6. INDEPENDENT CONTRACTOR

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

7. USE OF PREMISES

- 7.1 **Schedule of Use.** CONTRACTOR shall comply with the Schedule of Use attached in Exhibit B. District reserves the right to use, sublease, or license the Premises to third parties. CONTRACTOR 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.

7.2 No Unlawful Uses. CONTRACTOR shall only be permitted to use the Premises for instructional service activities and programs and CONTRACTOR agrees not to use the Premises for any immoral or unlawful purpose.

7.3 Preservation of Insurance. CONTRACTOR shall not commit any acts on the facilities, nor use the facilities in any manner that will cause the cancellation of any fire, liability, or other insurance policy insuring the facilities or the improvements on the facilities.

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

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

8. HOURS OF USE

- 8.1 CONTRACTOR agrees to use the facility in accordance with Exhibit B Schedule of Use.
- 8.2 Requests for additional hours of use may be granted with written approval from the DISTRICT within 30 days of scheduled event.

9. INDEMNIFICATION

9.1 CONTRACTOR shall indemnify, defend (with counsel approved by DISTRICT), and hold harmless DISTRICT, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in any way connected with fitness classes and/or CONTRACTOR'S use of District property hereunder or CONTRACTOR'S failure to comply with any of its obligations continued in this Agreement, regardless of DISTRICT'S passive negligence, but excepting such loss or damage which is caused by the sole

active negligence or willful misconduct of the DISTRICT. Should DISTRICT in its sole discretion find CONTRACTOR'S legal counsel unacceptable, then CONTRACTOR shall reimburse the District its costs of defense, including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation. The CONTRACTOR 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.

9.2 CONTRACTOR shall require all participants to sign a waiver to indemnify and hold harmless according to the terms referenced in Exhibit A, Scope of Services.

9.3 The requirements as to the types and limits of insurance coverage to be maintained by CONTRACTOR as required by Section 10, 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 CONTRACTOR pursuant to this Agreement, including, without limitation, to the provisions concerning indemnification.

10. INSURANCE

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

10.1 **Workers Compensations Insurance As Required By Law.** CONTRACTOR shall require all subcontractors similarly to provide such Workers Compensation insurance for their respective employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the District at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against the DISTRICT, its officers, agents, employees, and volunteers for losses arising from work performed by the CONTRACTOR for District.

10.2 **Commercial or Comprehensive General Liability Coverage.** CONTRACTOR shall maintain commercial or comprehensive general liability insurance in an amount of not less than two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or

other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the activities covered under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

- 10.3 **Automobile Liability Coverage.** CONTRACTOR shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the CONTRACTOR arising out of or in connection with this Agreement, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence.
- 10.4 **Endorsements.** Each commercial or general liability and automobile liability insurance policy shall be issued by a financially responsible insurance company or companies admitted and authorized to do business in the State of California, or which is approved in writing by DISTRICT, and shall be endorsed as follows. CONTRACTOR also agrees to require all contractors, and subcontractors to do likewise.
 - 10.4.1 "The DISTRICT, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insureds with respect to liability arising out of the operations by or on behalf of the named insured in connection with the Agreement between Rossmoor Community Services District and the CONTRACTOR"
- 10.5 This policy shall be considered primary insurance with respect to the DISTRICT, its elected or appointed officers, officials, employees, agents, and volunteers. Any insurance maintained by the DISTRICT, including any self-insured retention the DISTRICT, shall be considered excess insurance only and shall not contribute with this policy.
- 10.6 This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
- 10.7 The insurer waives all rights of subrogation against the DISTRICT, its elected or appointed officers, officials, employees, or agents.
- 10.8 Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the DISTRICT, its elected or appointed officers, officials, employees, agents, or volunteers.

- 10.9 The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days' written notice has been received by the DISTRICT.
- 10.10 CONTRACTOR agrees to provide immediate notice to DISTRICT of any claim or loss against CONTRACTOR and/or DISTRICT arising out of the use of District property under this Agreement. DISTRICT assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve DISTRICT.
- 10.11 Any deductibles or self-insured retentions must be declared to and approved by the DISTRICT. At the DISTRICT'S option, the CONTRACTOR shall demonstrate financial capability for payment of such deductibles or self-insured retentions.
- 10.12 The CONTRACTOR shall provide certificates of insurance with original endorsements to the DISTRICT as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the District on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the DISTRICT at all times during the term of this Agreement.
- 10.13 Failure on the part of the CONTRACTOR to procure or maintain required insurance shall constitute a material breach of this Agreement under which the DISTRICT may terminate this Agreement and the License pursuant to Section 3, above.

11. FINGERPRINTING

- 11.1 CONTRACTORS providing services, or potentially providing services, to persons under 18 years of age, may be required to be fingerprinted by the Orange County Sheriff Police Department's "Live Scan, Department of Justice" system.

12. MISCELLANEOUS

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

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

District: General Manager
3001 Blume Drive
Rossmoor, CA 90720

Rossmoor Community Services District

By: _____

Name & title: _____

CONTRACTOR: _____

By: _____

Name & title: _____

WITNESSED:

By: _____

APPROVED AS TO FORM FOR DISTRICT:

By: _____

Tarquin Preziosi, General Counsel

Exhibit A: Scope of Services

Contract Services Agreement—Instructional Services Outdoor Fitness Programs

I. CLASSES OFFERED

A. CONTRACTOR agrees to the following:

Teach or conduct the following class(es) as mutually agreed upon by DISTRICT:

1. _____
2. _____
3. _____

B. CONTRACTOR agrees to charge the following amount per participant, per class and maintain and provide the District with a sign-in sheet for participants:

1. _____
2. _____
3. _____

C. CONTRACTOR will provide all required personnel and be responsible for the supervision of their class(es):

Instructors Approved to conduct the above mentioned class(es) as mutually agreed upon by DISTRICT:

1. _____
2. _____
3. _____

II. USE OF DISTRICT PROPERTY

Any violations of the following may result in Termination of Agreement:

A. Equipment is not to exceed 25 lbs

- B. Park equipment and installations may not be used for exercise activity except for equipment designed for exercising. These include but are not limited to light poles, drinking fountains, bleachers, picnic tables, benches, railings, chain link fencing, trees, freestanding signs, bike racks, and barbecue grills. Adults may not exercise on playground equipment.
- C. Walkways, sidewalks and any public shared access areas may not be blocked or used by fitness classes.
- D. Temporary marking of hard surfaces with chalk or other informative materials including spray chalk for grass is prohibited.
- E. No music whatsoever (includes boom boxes, ipod docks, etc)
- F. Childcare offered during fitness classes shall not take place on District playgrounds. CONTRACTOR has the option of utilizing available facilities and paying established fees.

III. PARTICIPANT WAIVER

The following language shall be inserted above the participant's signature:

RELEASE, HOLD HARMLESS AND AGREEMENT NOT TO SUE

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

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

Exhibit B: Schedule of Use

Contract Services Agreement—Instructional Services Outdoor Fitness Programs

I. HOURS OF USE

- A. CONTRACTOR will utilize permitted areas in Rush Park on the following days/times
 -
- B. CONTRACTOR will utilize permitted areas in Rossmoor Park on the following days/times
 -
- C. Requests for use on Wednesday's during lawn care maintenance will not be permitted
- D. Requests for class(es) shall be accordance with parks hours (7:00 am to 10:00pm)
- E. Requests for additional dates and/or hours of use shall be submitted within 30 days of request. Additional requests may require authorization by the General Manager and/or approval of the Board.

Exhibit A: Scope of Services

Contract Services Agreement—Instructional Services Outdoor Fitness Programs

I. CLASSES OFFERED

- A. CONTRACTOR agrees to the following:

Teach or conduct the following class(es) as mutually agreed upon by DISTRICT:

1. M|W|F 945-11:00
2. TU|Th 945-945
3. W (Sept - May) 1:45 - 2:45

- B. CONTRACTOR agrees to charge the following amount per participant, per class and maintain and provide the District with a sign-in sheet for participants:

1. _____
2. _____
3. _____

- C. CONTRACTOR will provide all required personnel and be responsible for the supervision of their class(es):

Instructors Approved to conduct the above mentioned class(es) as mutually agreed upon by DISTRICT:

1. Kerrie Davanon
2. Helen Silverman
3. _____

II. USE OF DISTRICT PROPERTY

Any violations of the following may result in Termination of Agreement:

- A. Equipment is not to exceed 25 lbs

Emily Gingras

From: Emily Gingras
Sent: Tuesday, July 21, 2015 3:19 PM
To: 'karrie@happyhourfitclub.com'
Cc: James Ruth
Subject: contract update

Hi Karrie,

Thank you for taking the time to sit down with Jim and myself last week. I have reached out to our General Counsel for his recommendations regarding your questions on the CSA. Here are his responses:

1. Term & Termination—Section 3.2—We were advised that this wording stay the same and not changed into a 30 day notice of termination if the group is found to be in breach of contract.
2. Insurance—Section 10.2--\$2,000,000 is the modern standard and we have been advised not to deviate from this.
3. Childcare—Were advised completely against allowing childcare on the playground. Counsel suggested the parents be informed they are responsible for providing their own childcare.

Also, regarding the equipment being tied to trees and fencing—we checked with staff and they advised us to not allow this activity as well. Unfortunately, these are items that we have been advised not to negotiate on. If you would still like to discuss further, please let us know and we will arrange another meeting. We are planning on taking this to the next Parks and Facilities Committee meeting next week so we would need an answer by end of this week if you would like to continue use of District Property. If we cannot come to an agreement by the end of the week we would ask that you immediately cease all use of District Property. Feel free us to call us to discuss. Thank you for your attention to this matter.

Emily Gingras
Recreation Superintendent
Rossmoor Community Services District
562-430-3707 Ext. 2



ROSSMOOR COMMUNITY SERVICES DISTRICT

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

June 29, 2015

Happy Hour Fit Club
Kerrie DaVanon
2811 Piedmont Ave.
Rossmoor, CA 90720

RE: Notice to Cease Unauthorized Use of District Property

Dear Mrs. DaVanon

The Rossmoor Community Services District recently informed you of violations Happy Hour Fit Club is conducting on District Property. A warning letter was sent to you on June 9, 2015 (attached) informing you to immediately cease unauthorized use of fitness classes being conducted at 5:45 a.m.

Subsequently, on June 18, 2015 you met with District staff to discuss entering into a Contract Services Agreement (CSA) in order for Happy Hour Fit Club to provide continued services to its participants on District Property. A copy of the CSA was given to you and you were advised to review it and contact the District with any concerns. It has now been ten (10) days since you received the Agreement and you have failed to inform the District of your intent to comply with the Agreement. Additionally, 5:45 a.m. classes continue to be conducted and Sunday ultimate Frisbee games, although free, are now being promoted through Happy Hour Fit Club.

The following unauthorized activities of the Happy Hour Fit Club violate various Rossmoor Community Services District policies which are now punishable as a misdemeanor:

1. **District Policy 6011.40 Hours of Operation:** All parks shall be open to the public during the hours of 7:00 a.m. to 10:00 p.m. No person or group shall enter or remain in any of the parks at any time other than during such hours as the park is open to the public except for emergency maintenance or by the District, its employees and contractors, or law enforcement officers or for District sponsored events except as otherwise limited by Policy No. 6010—General Manager Authority and Ordinance No. 2014-03.

As you might expect, the purpose of this policy is to avoid disrupting those residents who live near the parks, and allow time for District staff to perform maintenance in the parks. In violation of these policies, Happy Hour Fit Club classes conducted on Wednesday

mornings have interrupted regularly scheduled routine maintenance. Additionally, 5:45a.m. boot camp classes are occurring prior to park opening and have the potential to disrupt neighbors.

2. District Policy 6011.77 Unsafe Activity: No Person shall engage in any activity in any park which may endanger the health, safety or welfare of any other person in a park. On Monday, August 12, 2013, as part of the Happy Hour Fit Club's childcare program, participants were encouraged to bring scooters for a 'Scooter Day'. Children and infants were left in the care of too few nannies to properly supervise the group. This resulted in a collision between a park patron walking her dog and a child on a scooter. The woman suffered a broken nose and the dog suffered a hip injury.

Further, continuous exercises performed by participants of the Happy Hour Fit Club, such as standing on park benches, is causing said benches to deteriorate and become unstable due to improper use of District property.

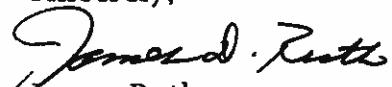
3. District Policy 6022 Commercial Use of District Property includes the following policies:
 - a. 6022.00 Commercial Use Defined: "Commercial use" shall be defined as any for profit activity or enterprise including, but not limited to, activity camps (including boot camp), and any private instruction (including personal trainers).
 - b. 6022.10 Community Benefit Required: Commercial use of District buildings, courts and fields shall be authorized only when there is a benefit to the community and the activity is limited to purposes consistent with the intended use of such facility.
 - c. 6022.20 Agreement Required: Prior to issuance of a User Permit for commercial use of District property, a formal Agreement shall be negotiated between the District and the proposed user for defining the scope of the intended use and agreement on a sharing of gross revenues between the parties. Such Agreement shall be approved by the Board.
 - d. 6022.30 User Fees and Deposits: In addition to a negotiated revenue sharing Agreement, commercial users shall be required to pay established permit fees and hourly rates, as applicable.

Please note that all of the District's policies are enforceable as misdemeanors by the Orange County Sheriff's Department (Gov. Code §61064). Any violation of the above referenced policies is a misdemeanor, punishable by a fine of up to \$1,000 and/or imprisonment in the County Jail for up to 6 months.

It is also highly encouraged that your altercations with District staff cease should you wish to enter into a revenue sharing partnership. Failure to respond to this notice shall result in immediate violation of District policies and you will be required to cease conducting the unauthorized boot camp classes in any of the District parks. Additionally, failure to comply may result in fines and other penalties.

To summarize, classes being conducted before 7:00 a.m. must cease immediately. Failure to respond to this notice within two (2) business day may also affect your partnership Agreement with the District and may result in a violation referenced above.

Sincerely,



James Ruth

General Manager, Rossmoor Community Services District



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

June 9, 2015

Happy Hour Fit Club
Kerrie DaVanon
2811 Piedmont Ave.
Rossmoor, CA 90720

RE: Notice of District Policy Violations

Dear Mrs. DaVanon

The Rossmoor Community Services District recently updated its policies creating a new policy for commercial use on District property. Additionally, all parks policies have been adopted by ordinance. More recently, the new policies have been added to rules signage installed throughout the parks explaining appropriate use of District Property. Happy Hour Fit Club is currently in violation of several District policies which are attached for reference.

Happy Hour Fit Club is currently conducting boot camp fitness classes prior to park opening which begins at 7:00am. Additionally, Sunday use of District Property for commercial use is prohibited. The purpose of this policy is to avoid disrupting those residents that live near the parks. Classes being conducted at 5:45am and on Sundays must cease immediately. Failure to do so may result in a citation from the Sheriffs' Department which is punishable as a misdemeanor.

The Rossmoor Community Services District supports healthy lifestyles and would appreciate the opportunity to work with the Happy Hour Fit Club in offering such programs to the Rossmoor community while respecting District property, park patrons and park neighbors. District staff strongly encourages that you schedule a meeting between yourself and the District within five (5) business days and an Agreement is reached for you to provide continued services.

Sincerely,

James D. Ruth
James Ruth

General Manager, Rossmoor Community Services District



ROSSMOOR COMMUNITY SERVICES DISTRICT

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

June 9, 2015

Happy Hour Fit Club
Kerrie DaVanon
2811 Piedmont Ave.
Rossmoor, CA 90720

RE: Notice of District Policy Violations

Dear Mrs. DaVanon

The Rossmoor Community Services District recently updated its policies creating a new policy for commercial use on District property. Additionally, all parks policies have been adopted by ordinance. More recently, the new policies have been added to rules signage installed throughout the parks explaining appropriate use of District Property. Happy Hour Fit Club is currently in violation of several District policies which are attached for reference.

Happy Hour Fit Club is currently conducting boot camp fitness classes prior to park opening which begins at 7:00am. Additionally, Sunday use of District Property for commercial use is prohibited. The purpose of this policy is to avoid disrupting those residents that live near the parks. Classes being conducted at 5:45am and on Sundays must cease immediately. Failure to do so may result in a citation from the Sheriffs' Department which is punishable as a misdemeanor.

The Rossmoor Community Services District supports healthy lifestyles and would appreciate the opportunity to work with the Happy Hour Fit Club in offering such programs to the Rossmoor community while respecting District property, park patrons and park neighbors. District staff strongly encourages that you schedule a meeting between yourself and the District within five (5) business days and an Agreement is reached for you to provide continued services.

Sincerely,

James Ruth

General Manager, Rossmoor Community Services District

ROSSMOOR COMMUNITY SERVICES DISTRICT

Policy

No. 6010

REQUESTS FOR USE OF DISTRICT PARKS AND FACILITIES

6010.00 Public Parks and Facilities: Rossmoor Community Services District (District/RCSD) parks and facilities include the Montecito Center, Rossmoor Park, Rush Park, Foster and Kempton Mini-Parks Parks and buildings designated for rent within those parks. These parks and facilities are managed by the District in response to the needs of the residents of Rossmoor and are made available for the use of community-based organizations, non-profit organizations, private individuals and commercial groups. The aim of the District is to provide parks and facilities that are a benefit and source of pride to the entire community.

6010.01 General/Short-Term Use: District parks and facilities may be used by groups, individuals or organizations. Uses include, but are not limited to: classes, events and cultural, educational, health, self-improvement and sports programs.

6010.02 Dedicated Use: Specific space or rooms within the District may be authorized for dedicated use (one to two years) when specifically approved by the Board pursuant to Policy No. 6030 Facilities—Dedicated Use of Specific District Facilities.

6010.03 Long-term Use: A recurring monthly or weekly use of District parks or facilities shall be governed by Policy No. 6020 District Parks and Facilities—Long-Term Use.

6010.04 Non-Profit Use: Use of District parks and facilities by non-profit use shall be governed by Policy No. 6021 Non-Profit Use of District Parks and Facilities.

6010.05 For Profit Use: Commercial persons or groups requesting use of District facilities for the purpose of making a profit shall be governed by Policy No. 6022 Commercial Use of District Property

6010.10 General Manager Authority: The General Manager shall have the authority to limit the hours of use for all events based on the type of activity planned, proximity to homes, the noise level anticipated from the attendees and the availability of parking needed to accommodate the event. Use of a park or facility by any group or individual shall not exceed eight (8) hours including preparation time, on any one day. Unless otherwise approved by the Board, no outdoor events, including preparation time or clean up time, in Rush or Rossmoor Park shall be scheduled to begin before 8:00 a.m. or conclude after dusk on non-lighted parks and facilities or 10:00 p.m. on lighted parks and facilities. Preparation time includes, but is not limited to, any organized activity such as exercising, warming up, practicing, preparation of a field for play, preparation of a facility for the event, or any other activity if it generates excessive noise. The General Manager shall make such determinations, consistent with this or other applicable Board policies. Such determinations may be appealed to the Board as provided in Section 6010.90.

6010.20 Priority of Use: The use of District parks and facilities shall be awarded in the following order of priority: District sponsored activities; Rossmoor community organizations; Rossmoor residents; other organizations or individuals. Also, organizations currently using District facilities will be given the right of first refusal or to renew their current usage in accordance with the latest fee schedule. The General Manager may require documentation to authenticate the addresses and identities of the requester and his/her organization.

6010.30 Sunday Organized Use: User Permits for Sunday organized use of playing fields will require approval of the Board. Organized use is defined as any group which is a member of a league or association whose primary purpose is to participate in a recreational activity which has scheduled

or regular play and can be identified by a uniform or other recognizable apparel or equipment which would indicate that the participants are a part of organized play. Use of a facility by an informal gathering such as a family or a social gathering is not considered organized play within the meaning of this policy.

6010.40 User Permit Required: The use of any buildings or meeting rooms as set forth in Policy No. 6011.20 shall require the person or group to obtain a User Permit from the District. Use of any green space, court or field for organized activity by a group of ten (10) persons or more shall require a person or group to obtain a User Permit. User Permits for any outdoor picnic, meeting, or public gathering of fifty (50) or more shall be governed by Policy No. 6012 Group Picnics, Public Gatherings and Special Events.

6010.41 User Permit Procedures: An applicant for a User Permit must be 18 years of age (See Policy 6060.30) in order to apply for the use of a park or facility. The permittee shall make an application on forms provided by the District, accompanied by a processing fee. See Policy No. 6015 Establishment of Fees And Charges For Use Of District Parks, Buildings and Facilities. It is the responsibility of the person in charge of the event, as identified on the User Permit, to enforce the rules of this policy. Failure to enforce the rules of the District's policies is immediate grounds for revocation of a User Permit.

6010.42 Permit Requests and Deposits: A request for a User Permit should be received by the District a minimum of ten (10) calendar days prior to the requested date and may be submitted six (6) months prior to the requested date. A "reservation" fee will be required to be paid at the time the User Permit is submitted and all other required fees, in accordance with Policy 6015, must be paid at least ten (10) calendar days prior to the scheduled event or the request is invalid. If another applicant requests the same facility or field on the same date and time, the original applicant will be notified and requested to pay any unpaid fees and if that person does not do so within two (2) business days, the later applicant's request will be honored. In all cases, fees and deposits paid within ten (10) calendar days of the scheduled event must be in cash.

6010.43 Response to Applicants: Unless otherwise specified, the District will make reasonable efforts to respond to applicants within five (5) working days of receipt of application unless the request requires Board approval or if the General Manager is required to research a particular aspect of a request which is not specifically covered by Board policy. In the latter case, every attempt will be made to approve or disapprove a User Permit Request in a timely manner.

6010.44 Revocation of User Permit: A User Permit may be revoked by the General Manager upon a finding that any policy of the District has been violated by the holder of the permit or a person using District property under the authority of said User Permit. A person desiring to contest the revocation must do so as set forth in section 6010.90.

6010.50 Agreement Required: The rental of any park or facility for a commercial use shall require an Agreement between the user and the District for a sharing of revenue on terms negotiated by the parties.

6010.60 District Indemnification: Application for a User Permit for groups of more than 50 individuals wishing to use a field or facility must sign the District's Hold Harmless Agreement. Applications for groups of 150 or more individuals must include a Certificate of Insurance naming the Rossmoor Community Services District as additional insured and sign the District's standard Hold Harmless Agreement. Insurance coverage shall include Personal Injury, Property Damage and Automobile Liability in an amount of not less than one million dollars (\$1,000,000) per occurrence / Insurance coverage shall also include Worker's Compensation and Employer's Liability with limits as required by the Labor Code of the State of California, if applicable.

6010.70 Cancellation of Request By Applicant: In the event of a cancellation by the applicant, notice to the District shall be given as far in advance of the scheduled event as possible. An applicant who cancels a reservation may receive a refund for fees or deposits made to the District if the cancellation is made at least ten (10) days prior to the scheduled use. The refund will be denied, however, if another applicant has requested the same reservation and was denied that reservation because the initial applicant was advised of the secondary request and consequently paid all deposits and fees. Cancellations that do not meet the ten (10) day calendar deadline, or applications made less than ten (10) days in advance of the scheduled event, may receive a partial refund of fees and deposits only if the General Manager finds:

- a. The applicant made a reasonably good faith effort to promptly notify the District and the facility was subsequently rented for same date and time, or
- b. Extenuating circumstances beyond the applicant's control justify the refund.

In all cases, the processing and cancellation fees will be retained by the District.

6010.80 Cancellation by General Manager: Any reservation may be canceled by the General Manager if in his/her judgment the event violates any District policy. In the event of such a cancellation, notice shall be given to the applicant as far in advance of the scheduled event as possible, with a full refund of all fees and deposits made.

6010.90 Appeal to the Board: An applicant for or holder of a User Permit or any other interested person who disputes the decision of the General Manager regarding an application, denial or revocation or other matter regarding a User Permit may appeal that decision to the Board by filing a written request to the General Manager for the matter to be placed on the Board Agenda for the next scheduled Regular Board meeting and payment of the appeal fee as set forth in the Fee Schedule. The matter may be placed on a subsequent Board Agenda if there is insufficient time to place the matter on the agenda for the next regularly scheduled meeting of the Board. Any such appeal must be in writing and must be delivered to the General Manager within ten (10) calendar days of the contested action and must state the specific action or inaction that is being challenged. The decision of the Board shall be final.

Adopted: October 8, 2002

Amended: August 10, 2004

Amended: March 8, 2005

Amended: August 12, 2008

Amended: July 14, 2009

Amended: July 10, 2012

Readopted by Ordinance 2014-02: January 14, 2014

Amended: November 11, 2014

Readopted by Ordinance 2014-03: November 11, 2014

ROSSMOOR COMMUNITY SERVICES DISTRICT

Policy

No. 6011

RULES AND REGULATIONS FOR USE OF DISTRICT PROPERTY

6011.00 Purpose: The purpose of this policy is to provide for the orderly administration and control of District property within the District and establish rules and regulations to provide a safe and enjoyable environment for those using these facilities.

6011.10 Definitions: For the purpose of this policy the following terms shall have the respective meanings set forth herein, unless the context in which they are used clearly indicates to the contrary:

6011.11 Alcoholic Beverage: Alcohol, spirits, liquor, wine, beer and every liquid or solid containing one-half of one (0.5) per cent or more of alcohol by volume and which is fit for beverage purposes either alone or when diluted, mixed or combined with other substances.

6011.12 Board: The Board of Directors of the Rossmoor Community Services District.

6011.13 District: The Rossmoor Community Services District

6011.14 District Property: Every park and mini-park, building, facility, court, field or vehicle parking area owned, managed or controlled by the District.

6011.15 Facility: May include any or all of the following: Rush Park Auditorium, East Room, West Room, Administration Building, kitchens, Rossmoor Park Community Center, Montecito Center, picnic site, court or field.

6011.16 General Manager: The General Manager of the District.

6011.17 Group "Group" means all Persons subject to the same permit.

6011.18 Person: Person means every individual, corporation, partnership, limited liability company, joint venture, association, social club, fraternal organization or any other Group or combination of individuals including spectators.

6011.19 User Permit: District approved written permission for event, activity or function to take place on District property issued by the General Manager of the District pursuant to Policy No. 6010.

6011.20 Management of District Property: The General Manager shall administer this policy or other related policies in such a manner as to achieve the maximum benefit to the residents of Rossmoor and visitors. This policy shall be enforced by the General Manager and such of his/her agents as he/she may designate to perform said duty, and shall be enforced by any peace officer, who has authority within the District pursuant to Penal Code section 830.1. For other than casual use of a court or field by less than 10 persons, a User Permit is required for the use of District facilities. Casual use shall be limited to a non-recurring, non-commercial or unscheduled activity.

6011.30 Compliance: The privilege of any Person to use District property is expressly conditioned upon compliance by that Person with the provisions of this policy as they apply to such use

6011.40 Hours of Operation: All parks shall be open to the public during the hours of 7:00 a.m. to 10:00 p.m. No person or group shall enter or remain in any of the parks at any time other than during such hours as the park is open to the public except for emergency maintenance or by the District, its employees and contractors, or law enforcement officers or for District sponsored events except as otherwise limited by Policy No. 6010—General Manager Authority and Ordinance No. 2014-03. District buildings shall be open to the public with a proper permit during the same hours of operation.

6011.50 Commercial/Non-Profit Use of District Property; User Permit Required: A User Permit is required for the commercial or non-profit use of District property. Commercial use is governed by Policy No. 6022 Commercial Use of District Property and non-profit use is governed by Policy No. 6021 Non-Profit Use of District Property. These classifications differentiate routine uses by residents and non-residents.

6011.60 Parks & Facilities Committee: The Parks & Facilities Committee is comprised of two Board members and the General Manager. The President appoints the members of the Committee.

6011.70 Prohibited Activities: Following are activities specifically prohibited in District Parks.

6011.71 Unauthorized Motor Vehicles: No Person shall operate an unauthorized motor vehicle, four-wheel drive vehicle, motorcycle, motorbike, motor dirt bike, all-terrain vehicle, off highway vehicle or any other motorized vehicle within District property except as authorized by the General Manager.

6011.72 Skateboards: No Person shall ride a skateboard propelled by human power to roll or coast within District property.

6011.73 Alcoholic Beverages: No Person shall, within the limits of District property, possess or consume any alcoholic beverage.

6011.74 Firearms, Weapons, Fireworks, Replica Firearms: No Person shall have any fireworks, firearms, replica firearms, air gun, paint ball gun, BB gun, slingshot or bow or hunting arrow or any weapon in his/her possession on District property, nor shall any person discharge any firearm, fireworks or weapon or display any replica firearm on District property.

6011.75 Controlling Domestic Animals:

Leash Required. No Person shall allow a dog or other domestic animal in any park unless the animal is restrained at all times by a substantial leash not to exceed six (6) feet in length and in the control of a person competent to restrain the animal, or unless the animal is restrained and enclosed in a cage, crate or similar enclosure.

Animal Wastes. All Persons shall remove and properly dispose of animal excreta from any park.

Dog Shows. Nothing in this section shall prevent the District from holding supervised public events on District property in which domestic animals participate, nor shall it prohibit the General Manager from issuing permits for group activities wherein dogs will be under the responsible care of a person while not restrained by a leash or enclosed in a cage or similar enclosure while participating in a permitted canine event.

Approvals for events in which animals other than dogs and cats participate are subject to specific approvals and conditions as determined by the General Manager.

6011.76 Golfing: No Person shall use a golf club or similar device to strike, hit, or similarly propel a golf ball within the boundaries of any park.

6011.77 Unsafe Activity: No Person shall engage in any activity in any park which may endanger the health, safety or welfare of any other person in a park.

6011.78 Disorderly Conduct and Noise: No Person shall fight or challenge another person to fight or maliciously and willfully disturb another person by loud and unreasonable noise or who uses offensive language that is inherently likely to provoke an immediate violent reaction within District property

6011.79 Electrical Outlets: No person shall use any outdoor electrical outlets in District parks. This prohibition shall not apply to District employees or contractors acting within the scope of employment, or persons authorized to do so under a User Permit.

6011.80 Violation of laws, rules, or ordinance: No person shall use any District park in violation of any District policy, rule, regulation, or ordinance; nor shall any person use any District park in violation of any state or federal law.

6011.90 Rental Fees and Charges: See Policy No. 6015 Establishment of Fees and Charges for Use of District Property.

6011.100 Amplified Sound System, Music and Live Music-Permit Required: No Person or Group shall setup, use, operate or maintain an amplified sound system, music and live music within any park without first obtaining a User Permit which specifies such is permitted. The General Manager or staff are expressly given the authority to determine the maximum amplification permissible in areas designated consistent with other persons' enjoyment of District property.

6011.110 Fire Regulation:

6011.111 Smoking: Smoking of any substance by any means, including cigarettes, cigars, pipes, vaping, e-cigarettes as defined in Health and Safety Section 11405 or other similar devices, is not permitted on District property. The General Manager shall post smoking regulations at conspicuous locations.

6011.112 Barbecues: Use of barbeques at parks and mini parks is permitted in designated cemented areas clear of trees and buildings with prior General Manager authorization. Smokers are prohibited. Hot coals may not be disposed of in any parks.

6011.113 Building Capacity: The occupancy of any District building shall not exceed the posted capacity of persons as determined by the Orange County Fire Marshall.

6011.120 Inflatable Devices: Devices which require inflation by mechanical means or compressed gas containers, commonly called "bouncers" or "jumpers" are not permitted on District property unless the Group has paid required fees and provided to the District a certificate of insurance for at least \$1,000,000, naming the District as additional insured. "Bouncers" or "jumpers" which require the use of water are not permitted. Helium filled balloons are not permitted in the Rush Park Auditorium.

Adopted: Resolution 94-4, April 13, 1994
Approved renumbering & format: October 8, 2002
Reaffirmed: June 10, 2003
Amended: August 12, 2008
Amended: September 8, 2009
Amended: October 13, 2009
Amended: July 10, 2012
Readopted by Ordinance 2014-02: January 14, 2014
Amended: November 11, 2014
Readopted by Ordinance 2014-04: November 11, 2014

Rossmoor Community Services District

Policy

No. 6022

COMMERCIAL USE OF DISTRICT PROPERTY

6022.00 Commercial Use Defined: "Commercial use" shall be defined as any for profit activity or enterprise including, but not limited to, activity camps (including boot camp), and any private instruction (including personal trainers)..

6022.10 Community Benefit Required: Commercial use of District buildings, courts and fields shall be authorized only when there is a benefit to the community and the activity is limited to purposes consistent with the intended use of such facility.

6022.20 Agreement Required: Prior to issuance of a User Permit for commercial use of District property, a formal Agreement shall be negotiated between the District and the proposed user for defining the scope of the intended use and agreement on a sharing of gross revenues between the parties. Such Agreement shall be approved by the Board.

6022.30 User Fees and Deposits: In addition to a negotiated revenue sharing Agreement, commercial users shall be required to pay established permit fees and hourly rates, as applicable. See Policy No. 6015 Establishment of Fees and Charges for the Use of District Facilities for the commercial use of District property.

6022.40 Term of Agreement: The term of a revenue sharing Agreement shall be negotiated prior to the issuance of a User Permit. Any proposed term of more than one year shall require approval by the Board on an annual basis and any modification to the Agreement other than ministerial, shall also require approval by the Board.

Adopted: November 11, 2014
Readopted by Ordinance 2014-08: November 11, 2014

ATTACHMENT C

PRICING IS BASED ON A 4 WEEK SESSION

UNLIMITED HAPPY HOUR FIT CLUB

HHFC EVERYDAY OF THE WEEK \$165

**HERE'S
the
SCOOP
JOIN
THE
FUN**

HHFC 3 DAYS A WEEK \$135

1 KID \$165
2 KIDS \$190
3 KIDS \$205
4 KIDS \$215

THE KIDDOS WILL BE TAKEN CARE OF BY THE BEST OF THE BEST - IN A SAFE AND LOVING ENVIRONMENT. AS A MOM MYSELF, I GUARANTEE IT! THE WOMEN ARE MOMS JUST LIKE YOU! YOUR CHILD WILL SEE THE SAME HAPPY FACES EVERY CLASS. THIS ENABLES HIM OR HER TO DEVELOP AN ONGOING RELATIONSHIP AND MAKES FOR AN EASY TRANSITION! KIDS ENJOY SONGS, CRAFTS, FUN KID GAMES (I.E. DUCK DUCK GOOSE) SPORTS, FREE PLAY AND STORY TIME!

HHFC 2 DAYS A WEEK \$105

1 KID \$130
2 KIDS \$145
3 KIDS \$160
4 KIDS \$165

HHFC 1 DAY A WEEK \$65

1 KID \$75
2 KIDS \$85
3 KIDS \$90
4 KIDS \$95

\$17 PER CLASS CHILDCARE \$3 PER CLASS

PRE PAY FOR 3 MONTHS \$30 DISCOUNT

PAY MONTHLY CASH \$10 DISCOUNT

*DISCOUNTS NOT AVAILABLE FOR ONE DAY A WEEK

M	T	W	TH	F	S
monday	tuesday	wednesday	thursday	friday	saturday

RUSH PARK	RUSH PARK	RUSH PARK	RUSH PARK	ROSSMOOR PARK	ULTIMATE FRISBEE
*5:45 A.M.	*5:45 A.M.			5:45 A.M.	EVERY SATURDAY
8:45 A.M.	8:45 A.M.	8:45 A.M.	8:45 A.M.	8:45 A.M.	8:15 A.M.
10:00 A.M.	5-6 P.M.	10:00 A.M.		10:00 A.M.	RUSH PARK

1:45 P.M. - Kids Bootcamp

RUSH PARK 3021 BLUME DRIVE ROSSMOOR, CA 90720

*ROSSMOOR PARK 3232 HEDWIG RD. ROSSMOOR, CA 90720

YOUR FIRST CLASS IS ALWAYS *FREE!*REMEMBER TO BRING WATER, RESISTANT BAND AND WHAT ABOVE
15 MINUTES EARLY TO THE CLASS TO GET SET UP

C // 562 666 9760 W // HAPPYHOURFITCLUB.COM

E // KERRIE@HAPPYHOURFITCLUB.COM

*Choice! In Seal Beach, Los Alamitos and Rossmoor*

Happy Hour Fit Club

Estimated Earnings

Published Schedule On Happy Hour Website

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
5:45 A.M. Garage		5:45 A.M. Garage		5:45 A.M. Garage	Ultimate Frisbee
8:45 A.M. Rush Park	8:45 A.M. Rush Park	8:45 A.M. Rush Park	8:45 A.M. Rush Park	8:45 A.M. Rossmoor Park	Every Saturday 8:15 A.M.
10:00 A.M. Rush Park		10:00 A.M. Rush Park		10:00 A.M. Rossmoor Park	Rush Park
	5:00 P.M. Rush Park	1:45 P.M. Rush Park (Kids)	5:00 P.M. Rush Park		
Total Published Classes per week (not including Saturday Frisbee)					
		14	14	14	14

Happy Hour Fit Club Quoted Rates

Estimate number of students per class (Happy Hour estimates 15 per class average)	10	15	20	25
	140	210	280	350
Happy Hour Quoted Rate per class	\$8.00	\$8.00	\$8.00	\$8.00
	\$1,120.00	\$1,680.00	\$2,240.00	\$2,800.00
Happy Hour quoted childcare per hour	\$2.00	\$2.00	\$2.00	\$2.00
Estimated no. children per week (6 per class)	48	48	48	48
	\$96.00	\$96.00	\$96.00	\$96.00
Classes & Childcare per week	\$1,216.00	\$1,776.00	\$2,336.00	\$2,896.00
Per month	\$4,864.00	\$7,104.00	\$9,344.00	\$11,584.00
Per Year	\$58,368.00	\$85,248.00	\$112,128.00	\$139,008.00

Happy Hour Fit Club Website Advertised Rates

Estimate number of students per class (Happy Hour estimates 15 per class average)	10	15	20	25
	140	210	280	350
Happy Hour Quoted Rate per class	\$17.00	\$17.00	\$17.00	\$17.00
	\$2,380.00	\$3,570.00	\$4,760.00	\$5,950.00
Happy Hour quoted childcare per hour	\$3.00	\$3.00	\$3.00	\$3.00
Estimated no. children per week (6 per class)	48	48	48	48
	\$144.00	\$144.00	\$144.00	\$144.00
Classes & Childcare per week	\$2,524.00	\$3,714.00	\$4,904.00	\$6,094.00
Per month	\$10,096.00	\$14,856.00	\$19,616.00	\$24,376.00
Per Year	\$121,152.00	\$178,272.00	\$235,392.00	\$292,512.00

Issues with Happy Hour Fit Club

1. Damage done to Valley Crest lawnmower caused by group not p/u their equipment
 2. Scooter day/Daycare- Elderly lady fell due to scooter and broke her nose & injuries to her pet
 3. 3/18/15 - Received complaints from residents; group used sidewalk to workout while pedestrians had to walk on the street to get past them. They didn't even move for a motorized scooter
 4. 4/20/15 - JV walked past field when they were working out and Carrie yelled out "Everyone stop working out, here comes Jessica with her camera"
 5. Group arrives at 5am for morning workout sessions; park opens at 7am, she has been notified of park hours, but continues to do so per her online flyer
 6. 5/27/15 Resident came in to complain about their loud music, blocking sidewalk for 3 years now
 7. 6/18/15 - Kerrie DaVannon came into office as she was leaving she entered into a confrontation with Jessica V.
 8. 6/22/15 - Fitclub daycare kids are not being watched, kids climbing canopy poles, one kid broke off a paver on the playground
 9. 7/16/15 - Resident came in requesting information the status of Happy Hour Fit Club. She informed staff that she no longer comes to the park for her morning walks as Happy Hour Fit Club is always using the walkways to workout and the group never moves out of the way for anybody. Resident would like action taken against group.