

# ROSSMOOR

COMMUNITY SERVICES DISTRICT



## Regular Meeting of the Board Agenda Package

**April 10, 2018**

BOARD OF DIRECTORS

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

**REGULAR MEETING**

RUSH PARK  
3021 Blume Drive  
Rossmoor, California

**Tuesday, April 10, 2018**

**7:00 p.m.**

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

**A. ORGANIZATION**

1. CALL TO ORDER: 7:00 p.m.
2. ROLL CALL: Directors Casey, Kahlert, Nitikman, Maynard  
President DeMarco
3. PLEDGE OF ALLEGIANCE
4. PRESENTATIONS:
  - a. President Tony DeMarco Re: Proclamation of Commendation to LAUSD Superintendent Dr. Sherry Kropp
  - b. LAUSD Superintendent Dr. Sherry Kropp, Board Vice President, Diana Hill, and LAUSD Director of Safety, Chris Vlastic Re: School Safety Presentation
  - c. Chris Boucly, Daniel Rhodes Re: OCTA-I-605/Katella Interchange Project Follow Up Report

**B. ADDITIONS TO AGENDA – None**

*In accordance with Section 54954 of the Government Code (Brown Act), action may be taken on items not on the agenda, which was distributed, if:*

*A majority of the Board determines by formal vote that an emergency exists per Section 54956.5 (for example, work stoppage or crippling disaster which severely impairs public health and/or safety); or*

*Two-thirds (2/3) of the Board formally votes or, if less than 2/3 of members are present, all of the Board members present vote, that there is a need to take immediate action, which arose after the agenda was posted.*

**C. PUBLIC FORUM**

*Any person may address the Board of Directors at this time upon any subject within the jurisdiction of the Rossmoor Community Services District; however, any matter that requires action may be referred to Staff at the discretion of the Board for a report and action at a subsequent Board meeting.*

**D. REPORTS TO THE BOARD—None**

**E. CONSENT CALENDAR**

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

**1. MINUTES:**

- a. Regular Board Meeting of March 13, 2018—Receive and file.
- b. Special Meeting of March 20, 2018—Receive and file.

**F. PUBLIC HEARING-None**

**G. RESOLUTIONS—None**

**ORDINANCES-None**

**H. REGULAR CALENDAR**

1. DISCUSSION AND POSSIBLE ACTION RE: RENEWAL OF PROFESSIONAL SERVICES AGREEMENT, VIDEOGRAPHER DOUG WOOD

2. DISCUSSION AND POSSIBLE ACTION RE: RENEWAL OF PROFESSIONAL SERVICES AGREEMENT, BRIGHTVIEW LANDSCAPING SERVICES

3. DISCUSSION AND POSSIBLE ACTION RE: PROPOSED CHANGES TO PROFESSIONAL SERVICES AGREEMENTS FOR TENNIS INSTRUCTION AT ROSSMOOR PARK

**1. GENERAL MANAGER ITEMS**

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

**J. BOARD MEMBER ITEMS**

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

**K. CLOSED SESSION—None**

**L. ADJOURNMENT**

*It is the intention of the Rossmoor Community Services District to comply with the Americans With Disabilities Act (ADA) in all respects. If, as an attendee or a participant at this meeting, you will need*

*special assistance beyond what is normally provided, the District will attempt to accommodate you in every reasonable manner.*

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


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

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

**CERTIFICATION OF POSTING**

I hereby certify that the attached Agenda for the April 10, 2018, 7:00 p.m. Regular Meeting of the Board of Directors of the Rossmoor Community Services District was posted at least 72 hours prior to the time of the meeting.

ATTEST:

  
JAMES D. RUTH  
General Manager

Date April 3, 2018

**ROSSMOOR COMMUNITY SERVICES DISTRICT**

**AGENDA ITEM A-4.**

**Date:** April 10, 2018  
**To:** Honorable Board of Directors  
**From:** General Manager  
**Subject:** PRESENTATIONS

**RECOMMENDATION:**

Receive presentations.

**BACKGROUND:**

The report reflects the order of presentations for your Regular April Meeting of the Board.

- a. Proclamation of Commendation to LAUSD Superintendent Dr. Sherry Kropp
- b. LAUSD School Safety Presentation
- c. OCTA I-605/Katella Interchange Project Follow Up Report

**ATTACHMENTS**

1. Proclamation
2. LAUSD School Safety Presentation
3. OCTA I-605/Katella Interchange Project Follow Up Report

**ROSSMOOR COMMUNITY SERVICES DISTRICT**

**AGENDA ITEM A-4a.**

**Date:** April 10, 2018  
**To:** Honorable Board of Directors  
**From:** General Manager  
**Subject:** PROCLAMATION OF COMMENDATION TO LAUSD  
SUPERINTENDENT DR. SHERRY KROPP

**RECOMMENDATION:**

Receive presentation.

**BACKGROUND:**

The report reflects the order of presentations for your Regular April Meeting of the Board.

- a. Proclamation of Commendation to LAUSD Superintendent Dr. Sherry Kropp

**ATTACHMENTS**

1. Proclamation





A+

PROCLAMATION of COMMENDATION  
OUTSTANDING EDUCATOR



Superintendent  
Dr. Sherry Kropp

**WHEREAS**, Dr. Sherry Kropp has served in the Los Alamitos Unified School District since 1985 as a teacher, assistant principal, and interim principal at Los Alamitos High School, a principal at Laurel Continuation High School and a Director, Assistant Superintendent ,and finally Superintendent at the LAUSD District Office, and

**WHEREAS**, Dr. Sherry Kropp has been an exemplary leader and advocate for all students providing robust programs in academics, athletics, activities and the arts. Giving all students the best possible educational experiences is the driving force behind Dr. Kropp’s exceptional leadership, and

**WHEREAS**, Dr. Sherry Kropp has worked closely with the Rossmoor Community Services District and the entire community to solve problems of mutual concern involving traffic, and parking, and has graciously partnered with the Rossmoor Community Services District to provide musical entertainment by school choirs at the annual Rossmoor Winter Festival event , and

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Directors of the Rossmoor Community Services District desires by this Proclamation to acknowledge and commend LAUSD Superintendent Dr. Sherry Kropp for demonstrating outstanding leadership and for her extraordinary accomplishments and dedicated service to the Los Alamitos Unified School District and the community of Rossmoor.

**ADOPTED**, This 10<sup>th</sup> day of April, 2018.

ATTEST:

*Super!*

\_\_\_\_\_  
Tony DeMarco, Board President  
Rossmoor Community Services District

\_\_\_\_\_  
James D. Ruth, General Manager  
Rossmoor Community Services District



*Great!*





**ROSSMOOR COMMUNITY SERVICES DISTRICT**

**AGENDA ITEM A-4b.**

**Date:** April 10, 2018  
**To:** Honorable Board of Directors  
**From:** General Manager  
**Subject:** LAUSD SCHOOL SAFETY PRESENTATION

**RECOMMENDATION:**

Receive presentation.

**BACKGROUND:**

The report reflects the order of presentations for your Regular April Meeting of the Board.

- a. LAUSD School Safety Presentation

**ATTACHMENTS:** None



# A-4: PRESENTATIONS



**LAUSD Superintendent Dr. Sherry Kropp  
School Board Vice President, Diana Hill  
Director of Safety, Chris Vlasic**

**ROSSMOOR COMMUNITY SERVICES DISTRICT**

**AGENDA ITEM A-4c.**

**Date:** April 10, 2018  
**To:** Honorable Board of Directors  
**From:** General Manager  
**Subject:** OCTA I-605/KATELLA INTERCHANGE PROJECT FOLLOW UP REPORT

**RECOMMENDATION:**

Receive presentation.

**BACKGROUND:**

The report reflects the order of presentations for your Regular April Meeting of the Board.

c. OCTA I-605/Katella Interchange Project Follow Up Report

**ATTACHMENTS:** None

I-605  | Katella  
INTERCHANGE



*Safer. Smarter. Smoother.*

# Rossmoor Community Services District

April 10, 2018

**ROSSMOOR COMMUNITY SERVICES DISTRICT**

**AGENDA ITEM E-1a.**

**Date:** April 10, 2018  
**To:** Honorable Board of Directors  
**From:** General Manager  
**Subject:** MINUTES: REGULAR MEETING OF MARCH 13, 2018

**RECOMMENDATION:**

Approve the Minutes of the Regular Meeting of March 13, 2018 as prepared by the Board's Secretary/General Manager.

**BACKGROUND:**

The report reflects the actions of the Board at their Meeting of March 13, 2018 Meeting of the Board as recorded by the Board's Secretary/General Manager.

**ATTACHMENTS:**

1. Minutes-Regular Meeting of March 13, 2018 Prepared by the Board's Secretary/General Manager.



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

**REGULAR MEETING**

RUSH PARK  
3021 Blume Drive  
Rossmoor, California

**Tuesday, March 13, 2018**

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**A. ORGANIZATION**

**1. CALL TO ORDER: 7:05 P.M.**

**2. ROLL CALL:** Directors Casey, Kahlert, Maynard, Nitikman,  
President DeMarco

**3. PLEDGE OF ALLEGIANCE**

**4. PRESENTATIONS:**

**a. Orange County Transit Authority (OCTA)—Daniel Road and Chris Boucly Re: Presentation on I-605 Katella Interchange Project**

Daniel Rhodes discussed the I-605 Katella Interchange Project. He stated that the project was paid for by OCGo, formerly known as Measure M and passed by Orange County voters. Lengthy discussion ensued relative to the rebranding of Measure M, how the funds were allocated, land acquisitions and project design options.

**B. ADDITIONS TO AGENDA—None**

**C. PUBLIC FORUM:**

Doug Davert, President of the East Orange County Water District, introduced himself to the Board of Directors, and stated EOCWD, like Rossmoor is one of the 27 Independent Special Districts in Orange County. He stated that he currently represented Rossmoor on the Executive Committee at ISDOC and was seeking one of the two Special District seats at Orange County LAFCO. He added that this was the first time in 24 years that the seat had become available, as Director John Withers has decided not to seek reappointment. He provided the Board with his background and asked for their vote. He added that the election was very important as LAFCO was beginning their next round of Municipal Service Reviews (MSRs) and in their briefings they made it clear that they would be pushing hard for consolidations, mergers and forced annexations. He stated that he was not a fan of any of those measures and believes it should be up to the Special Districts themselves as to whether they want to remain independent and any consolidations should be done cooperatively. He stated that the ballot submission deadline was April 9<sup>th</sup> at 3:00 p.m. He warned



that LAFCO has broad and almost unregulated powers that could affect the future of Rossmoor. He concluded that Rossmoor needed to be represented and encouraged the Board to be sure to qualify to vote by the deadline, even if it meant calling a special meeting.

Kevin Pearce opined relative to community parking overflow problems since November 2017 due to the Shops at Rossmoor property owners enforcing parking restrictions on the Seal Beach Condominium owners. He stated that he has brought the issue to Supervisor Michelle Steel's Office and requested the Board's support in requesting parking permits from the County. Mr. Pearce stated that he has also met with the residents of the Seal Beach Condominiums and they are also interested in going to the Seal Beach Council to request that they purchase land from the Shops at Rossmoor Center in order to remedy their parking problem (i.e. bond measure). He didn't think it was fair that Rossmoor residents had to absorb the resulting overflow issues due to the Seal Beach Condo owners 260 parking space short-fall. President DeMarco asked if Mr. Pearce knew of any other unincorporated County areas that had parking permits. Mr. Pearce stated that there were a few; however, not specifically like Rossmoor. According to the County it would require a vote of the RCSD Board as well as RHA and community support. He requested a future meeting with the Board President and General Manager to discuss the issue further. He stated that his former organization known as the Coalition Against LAFitness has been renamed the West District 2 Community Coalition with the organizational goal of ensuring that all community development in or near Rossmoor have the opportunity for public comment. He further opined relative to street sweeping, which he classified as a major issue he had also brought to the attention of Supervisor Steel's office. Mr. Pearce stated that the current method of street sweeping is an ongoing issue which has upset many residents and needed to be fixed. He opined that the Sheriff's Department has been ticketing illegally parked cars remaining on the street, but argued that most resident's driveways could not accommodate all their vehicles. He concluded that there was no place to park and suggested the Rossmoor Community discuss possible adjustments to the all day parking restrictions such as alternating schedules and funding options with the County. President DeMarco complimented Mr. Pearce on his activism and reminded him that Rossmoor was not a city.

Michael Donahue opined relative to his dissatisfaction with the current street sweeping schedule. He opined that his neighbors had warned him about the unique street sweeping schedule in the community. As a new resident he was confused as to why the sweeping wasn't divided into two separate days like the City of Long Beach who had 15000 miles of pavement and were in the process of shortening the street sweeping time and increasing efficiency. He stated that if they could do it so could a much smaller community like Rossmoor. He stated he was going to push the Board to push the County for a common sense answer. He was upset at the Orange County Sheriff's Department ticketing practices and stated that the issue needed to be addressed. President DeMarco stated that the only power that the RCSD has is to negotiate with the County, as they are not a city and do not have jurisdiction over the street sweeping program. RCSD has limited resources and options, however they had been in discussions with the County and R.F. Dickson exploring all options to improve.

Diane Rush opined relative to the poor condition of Rossmoor's roads. She had observed many potholes that could pose a risk to vehicles and cyclists. She added that she had brought this issue up about a year ago and has contacted Supervisor Steel's office to get a timeline for the repairs. She wanted to know if the County could expedite the road repair.

**PRESIDENT DEMARCO MOVED REGULAR CALENDAR ITEM H-2 RENEWAL OF PROFESSIONAL SERVICES AGREEMENT—HTGROUP AHEAD IN THE AGENDA AT THIS TIME.**

**2. DISCUSSION AND POSSIBLE ACTION RE: RENEWAL OF PROFESSIONAL SERVICES AGREEMENT—HTGROUP**

The General Manager reported... This year he stated that the focus would be on infrastructure grants, the Rush Park parking lot project, Rossmoor Park play area, fees and charges, lighting project for District parks and preparation of bids and specs. Discussion ensued relative to any change in the scope of services and the missing Exhibit A. Tarquin Preziosi stated that the Board could grant the General Manager the authority to approve the description and scope of work. Motion by Director Nitikman, seconded by Director Maynard to approve the contract with the stipulation that the General Manager obtain Exhibit A and enter it into the final agreement. Motion passed 5-0.

**D. REPORTS TO THE BOARD—None**

**E. CONSENT CALENDAR:**

**DIRECTOR KAHLERT REQUESTED THAT ITEM E-1a MINUTES OF THE REGULAR BOARD MEETING OF FEBRUARY 13, 2018 BE PULLED FROM THE CONSENT CALENDAR TO BE VOTED ON SEPARATELY.**

Motion by Director Maynard, seconded by Director Nitikman to approve Item E-2 Revenue and Expenditure Report of January 2018. Motion passed 5-0.

**1a. MINUTES REGULAR BOARD MEETING—February 13, 2018**

Motion by Director Maynard, seconded by Director Nitikman to approve Item E-1a. Minutes Regular Board Meeting of February 13, 2018. Motion passed 3-0-2, with Directors Kahlert and Casey abstaining from the vote as they were not present at the February 13<sup>th</sup> Board Meeting.

**2. REVENUE AND EXPENDITURE REPORT—JANUARY 2018**

Motion by Director Nitikman, seconded by Director Maynard to approve the items on the Consent Calendar as submitted. Motion passed 3-0.

**F. PUBLIC HEARING—None**

**G. RESOLUTIONS—None**

**ORDINANCES—None**

**H. REGULAR CALENDAR:**

**1. ADOPTION OF FY 2018-2019 BUDGET CALENDAR.**

Recommendation to approve the 2018-2019 Budget Calendar. Brief discussion ensued. Motion by Director Kahlert, seconded by Director Casey to approve the 2018-2019 Budget Calendar as submitted. Motion passed 5-0.

**2. DISCUSSION AND POSSIBLE ACTION RE: RENEWAL OF PROFESSIONAL SERVICES AGREEMENT—HTGROUP**

This item was moved ahead of the Consent Calendar.

**3. DISCUSSION AND POSSIBLE ACTION RE: APPROVAL OF CITY OF LOS ALAMITOS JFTB 4<sup>TH</sup> OF JULY FIREWORKS FUNDING REQUEST**

Recommendation to Authorize General Manager to contribute \$8,700 in funds to the 31<sup>st</sup> Annual 4<sup>th</sup> of July Fireworks Spectacular event at the JFTB. The General Manager reported that in 2016, the Board approved the requested contribution of \$6,200. The 2017 request was for an additional \$2,500 to cover a shortfall in the events' budget. The District Board consented to a one time increase in the amount of \$8,700. The budget shortfalls for this event continue to be a challenge, so the City of Los Alamitos is once again requesting a contribution in the amount of \$8,700.

City Manager, Brett Plumlee, Recreation Manager Ron Noda and Colonel Lalor were present to address the Board. Discussion ensued relative to the rationale behind the City of Los Alamitos' subsequent request for an increase in Rossmoor's contribution. City Manager Brett Plumlee explained that, by order of the Judge Advocate General (JAG) the Joint Forces Training Base was no longer allowed to charge event parking fees, nor were they allowed to accept church donations. Director Kahlert had questions relative to the cost of the event, the amount Los Alamitos and participating cities contributed in comparison to Rossmoor. Recreation Manager Ron Noda replied that the event costs \$70K, Los Alamitos contributes \$18K, City of Seal Beach contributes \$8,000, however, Garden Grove contributed zero dollars.

Motion by Director Nitikman, seconded by Director Casey to approve a one-time contribution of \$8,000, request that the City of Los Alamitos and JFTB reach out to the cities of Seal Beach and Garden Grove to share the cost more equitably and increase their contributions accordingly.

Substitute Motion by Director Kahlert to contribute \$7,450 or not to exceed the contribution by the City of Seal Beach. Motion died for lack of a second.

President DeMarco took a vote on the original Motion to approve a one-time contribution of \$8,000 with the stipulation that the City of Los Alamitos reach out to additional city donors. Motion passed 3-1-1, Director Kahlert opposed the motion and Director Maynard abstained.

**4. DISCUSSION AND POSSIBLE ACTION RE: RENEWAL OF CHILDREN'S GARDEN PRESCHOOL AGREEMENT AT ROSSMOOR PARK COMMUNITY CENTER.**

Recommendation to renew the Children's Garden Preschool Contract Service Agreement at Rossmoor Park for an additional 3 years (2018-2021). At the February 13<sup>th</sup> Board Meeting,

Director Nitikman had questions relative to insurance requirements, background checks for parental volunteers, Exhibit A and Exhibit B. General Counsel Tarquin Preziosi stated that tonight the Board would be voting to approve Amendment number 2 on page 91 and 92 as well as Exhibit A and Exhibit B.

Director Kahlert asked if anything significant had changed in the agreement. The General Manager replied that there were no significant changes. Director Maynard praised the preschool for providing quality care to the community. Motion by Director Nitikman, seconded by Director Maynard to approve Amendment 2, Exhibit A and Exhibit B. Motion passed 5-0.

#### **I. GENERAL MANAGER ITEMS:**

The General Manager reported that he would be meeting with the Brightview Landscaping Contractor in order to either negotiate more satisfactory terms, or go out to bid. Recreation staff was working with Bev Houghton to plan this year's Rossmoor Community Festival on Sunday, May 6, 2018. Everything was going well. He announced that Lieutenant Puckett had been promoted and would be leaving Rossmoor. His replacement had already been selected and he would be introducing him soon. The General Manager stated that Lt. Puckett was a rising star and he wished him well in his career. Regarding street sweeping, he would be meeting again with RF Dickson, OCSD and Tim Whitacre to explore any and all options to improve. The committee had already discussed increased tree trimming to reduce leaf litter, but that isn't feasible. According to the County there weren't a lot of options, but they would receive our input. More financial resources were needed to change the parking restrictions and the way Rossmoor is geographically configured limits and complicates the possibility of dividing streets and sections.

#### **J. BOARD MEMBER ITEMS:**

Director Kahlert requested that a comprehensive, downloadable document be added to the website regarding street sweeping and have something available in printed form to hand out. He announced that in addition to Arbor Day, tomorrow was also National Walk-Out Day at the high schools and Los Alamitos High School students planned to participate in honor of the recent victims of the school shooting in Florida. The activity was open to the public; although it was not sanctioned by the school district. He encouraged everyone to be safe.

Director Nitikman had questions regarding whether there had been any changes to the policy of ticketing vehicles parked on the street after the street sweeper had already passed. The General Manager stated there had been no policy change. It was difficult for law enforcement to know when the streets had been swept, since there is no dedicated unit assigned to issuing tickets. Any policy change would have to come from the County Board of Supervisors. Director Nitikman requested a community survey, either in the newsletter or in an e-blast, to determine how many Rossmoor residents attend the 4<sup>th</sup> of July Fireworks event at the JFTB. Director Nitikman had comments relative to the feasibility of permitted parking options in Rossmoor as suggested by resident Kevin Pearce. The General Manager stated they would explore the option with the committee and County Representative Tim Whitacre. Finally, Director Nitikman requested that staff publish a link to the CalTrans draft EIR when it becomes available as well as the dates and times of upcoming key meetings and public hearings. He agreed with Michael Maynard that Rossmoor was the most affected community as it related to land acquisitions and should be kept in

the loop. He requested that the General Manager ask CalTrans to change the date of the public hearing so it didn't conflict with the RCSD Board meeting. Furthermore he requested that a noise mitigation letter be drafted and placed on a future agenda.

Director Casey announced that he had recently attended the CalTrans/OCTA Second District Mayor's Forum where the I-405 Project was discussed. He raised many issues with the project on behalf of Rossmoor and assured OCTA that Rossmoor would not relent. Director Casey stated that he'd established an open dialogue and would be following up regularly. Also discussed at the Mayor's Forum was the SB-1 Road Repair and Accountability Act targeted toward the Fix-It First Projects as well as road rehabilitation, maintenance and traffic control devices consistent with CTC guidelines. These funds were available for infrastructure improvements and encouraged the District to explore these options. Director Casey concluded by saying that the street sweeping service in Rossmoor was really very good. There were minor issues from time to time involving the enforcement of citations but overall it was successful. He opined that the harassment by some residents was unwarranted.

Director Maynard indicated that he was interested in attending the JFTB Base Tour later in the month. He agreed with resident Diane Rush regarding the road conditions in Rossmoor; since we are a donor to the County we should be able to get more money from the County to improve street sweeping and trash service. It takes more money to solve the issues the District is being asked to deal with; more money solves more problems. With HTGroup on board again, perhaps it was a task for him. Many residents think the solutions are simple, however they are not so simple as the District is limited financially and jurisdictionally. He concluded by saying he would not be present for the April Board Meeting.

President DeMarco reported that the Budget Committee met with Southern California Edison regarding the proposed 20 year term, LED Street Lighting contract. He was moving the item to the May 8, 2018 agenda to discuss the pros and cons of entering into a 20 year contract. The Board doesn't have to take any action; the District is already in the queue. He thanked CalTrans for their presentation and added that it was important for residents to attend their public hearings and participate and make their voices heard. President DeMarco announced that Lieutenant Jeff Puckett has been promoted and will be reassigned. Lt. Puckett has been with us for two years. He was a big advocate for Rossmoor and helped a great deal with the homeless issue. He stated that he wanted to formally recognize Lt. Puckett with a proclamation and directed staff to coordinate. President DeMarco stated that the Board acts on behalf of residents when a multitude of residents take a position. For every person who doesn't like the street sweeping tickets, there are just as many who welcome the enforcement so their streets can be swept properly. He stated the District is exploring many options and is working with R.F. Dickson to see if they can route a copy of their schedule to the Orange County Sheriff's Department in order to make the route and the ticketing more consistent. The 259 street sweeping tickets recently issued were in response to resident complaints. Additional parking enforcement was assigned much like the task force that deals with burglaries. Finally, he wished his son Anthony, a Happy 20<sup>th</sup> Birthday.

**K. CLOSED SESSION—None**

**L. ADJOURNMENT:**

Motion by Director Casey, seconded by Director Kahlert to adjourn the regular meeting at 10:00 p.m.  
Motion passed 5-0.

**SUBMITTED BY:**  
**James D. Ruth**  
**General Manager**



**ROSSMOOR COMMUNITY SERVICES DISTRICT**

**AGENDA ITEM E-1b.**

**Date:** April 10, 2018  
**To:** Honorable Board of Directors  
**From:** General Manager  
**Subject:** MINUTES: SPECIAL MEETING OF MARCH 20, 2018

**RECOMMENDATION:**

Approve the Minutes of the Special Meeting of March, 2018 as prepared by the Board's Secretary/General Manager.

**BACKGROUND:**

The report reflects the actions of the Board at their Special Meeting of March, 2018 Meeting of the Board as recorded by the Board's Secretary/General Manager.

**ATTACHMENTS:**

1. Minutes-Special Meeting of March, 2018 Prepared by the Board's Secretary/General Manager.



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

**SPECIAL MEETING**

RUSH PARK  
3021 Blume Drive  
Rossmoor, California

**Tuesday, March 20, 2018**

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**A. ORGANIZATION**

**1. CALL TO ORDER: 7:30 A.M.**

- 2. ROLL CALL:** Directors Casey, Maynard  
President DeMarco  
Directors Kahlert and Nitikman had excused absences

**3. PLEDGE OF ALLEGIANCE**

**4. PRESENTATIONS—None**

**B. REGULAR CALENDAR:**

**1. OC LAFCO SPECIAL DISTRICT SEAT ELECTION**

Discussion and possible action to (1) Designate a voting member (*and alternate voting member*) of the Rossmoor Community Services District Board of Directors as the District's representative to the Independent Special Districts of Orange County (ISDOC) and (2) Authorize the designated voting member to cast the District's vote as a member of the Special District Selection Committee and (3) Authorize the General Manager to submit Declaration of Qualification to Vote and Ballot to LAFCO no later than 3 pm on Monday, April 9, 2018.

The District was notified of the election process on March 13, 2018. Moreover, the deadline for acting on the 2018 Nomination Form and/or the Declaration of Qualification to Vote was established as April 9, 2018, the day before the regular board meeting on April 10, 2018. Thus, a Special Meeting was the District's only option.

The General Manager reported that with regard to nominating a candidate for the open seat, Mr. Doug Davert is a current Special District Member who is running for election. Mr. Davert has served as a strong advocate for District's on matters taken before the Commission.

Further, Director Casey has been designated by Board President DeMarco as the District's representative on the Independent Special Districts of Orange County (ISDOC) and has served in that capacity for several years. The District is a member of ISDOC, the body who votes for their representative on LAFCO's board.

Attached are the forms for the Nomination and/or Declaration of Qualification to Vote. Upon the Board's decisions, the form(s) will be submitted to LAFCO prior to the stated deadline.

President DeMarco asked General Manager Ruth to brief the committee on the qualifications and background of Candidate Doug Davert who had addressed the RCSD Board at its March 13, 2018 regular meeting seeking support to fill the upcoming vacancy on the LAFCO Board of Directors. Doug Davert's resume was reviewed by the members present who unanimously voted to support Mr. Davert for the vacant LAFCO Board position.

Director Casey was designated by Board President Tony DeMarco as the District Representative on the Independent Special Districts of Orange County (ISDOC) and is the designated voter. Staff will have appropriate voting documents signed and submitted to LAFCO.

**C. GENERAL MANAGER ITEMS—None**

**D. BOARD MEMBER ITEMS—None**

**E. ADJOURNMENT:**

Motion by Director Maynard, seconded by President DeMarco to adjourn the special meeting at 7:45 a.m. Motion passed 3-0.

**SUBMITTED BY:**

**James D. Ruth**  
**General Manager**

**ROSSMOOR COMMUNITY SERVICES DISTRICT**

**AGENDA ITEM H-1**

**Date:** April 10, 2018  
**To:** Honorable Board of Directors  
**From:** RCSD, General Manager  
**Subject:** BROADCASTING AND PRODUCTION OF DISTRICT BOARD MEETINGS.

**RECOMMENDATION:**

Approve Extended Term Agreement with Mr. Doug Wood for broadcasting and production of District Board Meetings.

**BACKGROUND:**

At your March 2015 Board meeting, the General Manager was authorized to enter into a new Agreement with Mr. Doug Wood for broadcasting and production of District Board meetings. Mr. Wood has been providing cost effective and quality services since March 2012.

The District now desires to enter into a new Agreement for future services with Mr. Wood. Mr. Wood is asking for a 2% cost of living increase, and a slight increase in storage fees with all other terms remaining the same. Attached is an Agreement drafted by General Counsel and acceptable to Mr. Wood.

Sufficient funds have been identified to pay for this year's services.

**ATTACHMENTS:**

1. Current Agreement with Mr. Doug Wood for Broadcasting and Production of District Board Meetings.
2. Draft Agreement with Mr. Doug Wood for Broadcasting and Production of District Board Meetings.

**ROSSMOOR COMMUNITY SERVICES DISTRICT  
PROFESSIONAL SERVICE AGREEMENT**

**1. PARTIES AND DATE**

This Agreement is made and entered into this day of March 10, 2015 by and between the Rossmoor Community Services District, a public agency ("District") and Douglas Wood, an individual ("Contractor"). District and Contractor are sometimes individually referred to as "Party" and collectively as "Parties."

**2. RECITALS**

**2.1 Contractor**

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

**2.2 Project**

District desires to engage Contractor to record, film video tape, capture, produce and package the monthly regular meetings of the Board of Directors of the District for broadcasts on the applicable public educational, and government ("PEG") channel and internet streaming on the District's website and other websites as may be determined by District ("Project").

**3. TERMS**

**3.1 Scope of Services and Term**

3.1.1 General Scope of Services. Contractor promises and agrees to furnish to the District all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. For example, and not by way of Limitation, Contractor represents and warrants that Contractor has all right, title, interest and any permission or approval which may be necessary for the use of any and all equipment, vehicles and other materials which may be necessary for the performance of the Services.

3.1.2 Term. The term of this Agreement shall be for a period not exceeding three years from the date of full execution of this Agreement by both Parties, unless earlier terminated as provided herein. District may elect, in its sole and absolute

discretion, to extend the initial term of this Agreement for three(3) one (1) year extended terms, provided District gives Contractor written notice of such election prior to the expiration of the initial or extended term, as applicable.

### **3.1 Responsibilities of Contractor**

#### **3.2.1 Control and Payment of Subordinates; Independent Contractor.**

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

**3.2.2 Conformance to Applicable Requirements and Coordination of Services.** All work prepared by Contractor shall be subject to the approval of District. Contractor agrees to work closely with District staff in the performance of Services and shall be available to District's staff at all reasonable times. For example, and not by way of limitation, District shall have the final and total control over the content, editing and final version of any and all recordings, filming, and videotaping as provided for under this Agreement.

**3.2.3 Standard of Care; Performance of Employees.** Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulation in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Contractor shall perform, at its own cost and expense and without reimbursement from the District, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard to care provided herein.



### 3.2.4 Insurance

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

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *Automobile Liability*: Insurance Services Office Business Auto Coverage from number CA 0001, code 1 (any auto); and (2) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage; and (2) workers' Compensation and Employer's Liability: Workers' Compensation limits as required by the Labor Code of the State of California.

### 3.3 **Fees and Payments.**

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "B." Contractor shall submit to District in the form approved by District, a monthly statement for services rendered prior to the date of the statement. District shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon. Contractor shall not be reimbursed for any expenses unless authorized in writing by District.

3.3.2 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Sections 1720, et al. and 1770, et al. as well as California Code of Regulations, Title 8, Section 16000 et ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. District shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies of the Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the District, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

### 3.4 General Provisions.

#### 3.4.1 Termination of Agreement.

3.4.1.1 Grounds for Termination. District or Contractor may, by written notice to other party, terminate this Agreement at any time and without cause by giving written notice to other party of such termination, and specifying the effective date thereof, at least ninety (90) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those services which have been adequately rendered to District, and Contractor shall be entitled to no further compensation. If this Agreement is terminated as provided herein, District may require Contractor to provide all finished or unfinished documents, materials and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such documents, materials and other information within fifteen (15) days of the request. In the event this Agreement is terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.4.2 Ownership of Material. All reports, information, data, film, videotape or other material given to, or prepared by or assembled by Contractor as part of the work or services under this Agreement ("Documents and Data") shall be the property of District. Contractor shall not disclose those Documents and Data to any other individual or organization without the prior written approval of District. Contractor represents and warrants that Contractor has the legal right to grant District permission to own and use any and all Documents and Data. District shall not be limited in any way in its ownership and use of the Documents and Data at any time.

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

**Contractor:** Douglas Wood  
4115 Lawin Avenue  
Cypress, CA 90630  
Attn: Douglas Wood

**District:** Rossmoor Community Services District  
3001 Blume Drive  
Rossmoor, CA 90814  
Attn: General Manager

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

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

3.4.5 Indemnification. Contractor shall defend, with counsel acceptable to District, indemnify and hold the District, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions or willful misconduct of Contractor, its officials, officers, employees, agents, contractors and subcontractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages and attorney's fees and other related costs and expenses.

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

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

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

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

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

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

**ROSSMOOR COMMUNITY  
SERVICES DISTRICT**

**DOUGLAS WOOD**

By: James D. Reith

By: Douglas Wood

**APPROVED AS TO FORM.**

By: Tarquin Preziosi  
Tarquin Preziosi  
General Counsel

**EXHIBIT  
"A"**

**Scope of Services**

Record, film, videotape, capture, produce and package the monthly regular meetings of the Board of Directors of the District for broadcast on the applicable public educational, and government ("PEG") channel and internet streaming on the district's website and other websites as may be determined by District.

Two (2) camera broadcast quality production of the entire monthly regular meetings of the Board of Directors of the Rossmoor Community Services District.

Post production, post editing and assembly in order to create a finalized program.

The final version of the program shall be received by the District and /or made available for broadcasting on the PEG channel and the internet on a date which is not more than five (5) days from the date of the applicable meeting of the Board of Directors.

## Exhibit B Compensation

	Current	2015-2016 %Changed	2016-2017	%Changed	2017-2018 CPI Rate	
Charge per day for use of equipment Contractor shall be solely responsible for direct payment to the applicable party for use of said equipment	\$500	\$500	0%	\$500	0%	TBD
Estimated cost of transportation of equipment to and from Board Meeting	\$120	\$120	0%	\$120	0%	TBD
Storage	\$132	\$144	6%	\$144	0%	TBD
Engineer - \$25.00 per hour Estimated cost of hours for an average meeting 12 hours x \$25.00 per hour =	\$300	\$321	7%	\$343.47	7%	TBD
1 <sup>st</sup> Camera Operator - \$15.00 per hour Estimated cost of hours for an average meeting : 10 hours x \$15.00 per hour = (1 hour pick up, 3 hours set up, 4 hours meeting, 1 hour pack up, 1 hour drop off.)	\$150	\$160.50	7%	\$171.74	7%	TBD
2 <sup>nd</sup> Camera Operator - \$15.00 per hour Estimated cost of hours for an average meeting: 8 hours x \$15.00 per hour = (3 hours set up, 4 hours meeting, 1 hour pack up)	\$120	\$128.40	7%	\$137.39	7%	TBD
Audio Board and Computer Graphics Operator: Estimated cost of hour for an average meeting. 8 hours x \$15.00 per hour = (3 hours set up, 4 hours meeting, 1 hour pack up)	\$120	\$128.40	7%	\$137.39	7%	TBD
Meeting Total	\$1,442.00	\$1,502.30		\$1,553.98		
Total Increase Monthly		\$60.30	4%	\$51.68	3%	
Annual (12 Board Meetings per year)		\$18,027.60		\$18,647.77		
Total Increase Annually		\$723.60	4%	\$620.17	3%	



**PROPOSED****ROSSMOOR COMMUNITY SERVICES DISTRICT  
PROFESSIONAL SERVICE AGREEMENT****1. PARTIES AND DATE**

This Agreement is made and entered into this day of April 10, 2018 by and between the Rossmoor Community Services District, a public agency (“District”) and Douglas Wood, an individual (“Contractor”). District and Contractor are sometimes individually referred to as “Party” and collectively as “Parties.”

**2. RECITALS****2.1 Contractor**

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

**2.2 Project**

District desires to engage Contractor to record, film video tape, capture, produce and package the monthly regular meetings of the Board of Directors of the District for broadcasts on the applicable public educational, and government (“PEG”) channel and internet streaming on the District’s website and other websites as may be determined by District (“Project”).

**3. TERMS****3.1 Scope of Services and Term**

3.1.1 General Scope of Services. Contractor promises and agrees to furnish to the District all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional services necessary for the Project (“Services”). The Services are more particularly described in Exhibit “A” attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. For example, and not by way of Limitation, Contractor represents and warrants that Contractor has all right, title, interest and any permission or approval which may be necessary for the use of any and all equipment, vehicles and other materials which may be necessary for the performance of the Services.

3.1.2 Term. The term of this Agreement shall be for a period not exceeding three years from the date of full execution of this Agreement by both Parties, unless earlier terminated as provided herein. District may elect, in its sole and absolute

discretion, to extend the initial term of this Agreement for three (3) one (1) year extended terms, provided District gives Contractor written notice of such election prior to the expiration of the initial or extended term, as applicable.

### **3.2 Responsibilities of Contractor**

#### **3.2.1 Control and Payment of Subordinates; Independent Contractor.**

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

#### **3.2.2 Conformance to Applicable Requirements and Coordination of Services.**

All work prepared by Contractor shall be subject to the approval of District. Contractor agrees to work closely with District staff in the performance of Services and shall be available to District's staff at all reasonable times. For example, and not by way of limitation, District shall have the final and total control over the content, editing and final version of any and all recordings, filming, and videotaping as provided for under this Agreement.

#### **3.2.3 Standard of Care; Performance of Employees.**

Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulation in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Contractor shall perform, at its own cost and expense and without reimbursement from the District, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard to care provided herein.

### 3.2.4 Insurance

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

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *Automobile Liability*: Insurance Services Office Business Auto Coverage from number CA 0001, code 1 (any auto); and (2) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage; and (2) workers' Compensation and Employer's Liability: Workers' Compensation limits as required by the Labor Code of the State of California.

### **3.3 Fees and Payments.**

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "B." Contractor shall submit to District in the form approved by District, a monthly statement for services rendered prior to the date of the statement. District shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon. Contractor shall not be reimbursed for any expenses unless authorized in writing by District. Any future revision or amendment to the amount of compensation set forth in Exhibit "B" that results in a net increase of \$10,000.00 or more in any one fiscal year shall require approval of the Board of Directors pursuant to District Policy No. 3050.20.

3.3.2 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Sections 1720, et al. and 1770, et al. as well as California Code of Regulations, Title 8, Section 16000 et al. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. District shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies of the Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the District, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

### **3.4 General Provisions.**

#### **3.4.1 Termination of Agreement.**

3.4.1.1 Grounds for Termination. District or Contractor may, by written notice to other party, terminate this Agreement at any time and without cause by giving written notice to other party of such termination, and specifying the effective date thereof, at least ninety (90) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those services which have been adequately rendered to District, and Contractor shall be entitled to no further compensation. If this Agreement is terminated as provided herein, District may require Contractor to provide all finished or unfinished documents, materials and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such documents, materials and other information within fifteen (15) days of the request. In the event this Agreement is terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.4.2 Ownership of Material. All reports, information, data, film, videotape or other material given to, or prepared by or assembled by Contractor as part of the work or services under this Agreement (“Documents and Data”) shall be the property of District. Contractor shall not disclose those Documents and Data to any other individual or organization without the prior written approval of District. Contractor represents and warrants that Contractor has the legal right to grant District permission to own and use any and all Documents and Data. District shall not be limited in any way in its ownership and use of the Documents and Data at any time.

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

**Contractor:**           **Douglas Wood**  
4115 Lawin Avenue  
Cypress, CA 90630  
Attn: Douglas Wood

**District:**             Rossmoor Community Services District  
3001 Blume Drive  
Rossmoor, CA 90814  
Attn: General Manager

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

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

3.4.5 Indemnification. Contractor shall defend, with counsel acceptable to District, indemnify and hold the District, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions or willful misconduct of Contractor, its officials, officers, employees, agents, contractors and subcontractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages and attorney's fees and other related costs and expenses.

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

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

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

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

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

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

**ROSSMOOR COMMUNITY  
SERVICES DISTRICT**

**DOUGLAS WOOD**

By: \_\_\_\_\_

By: \_\_\_\_\_

**APPROVED AS TO FORM.**

By: \_\_\_\_\_

Tarquin Preziosi  
General Counsel

**EXHIBIT  
“A”**

**Scope of Services**

Record, film, videotape, capture, produce and package the monthly regular meetings of the Board of Directors of the District for broadcast on the applicable public educational, and government (“PEG”) channel and internet streaming on the district’s website and other websites as may be determined by District.

Two (2) camera broadcast quality production of the entire monthly regular meetings of the Board of Directors of the Rossmoor Community Services District.

Post production, post editing and assembly in order to create a finalized program.

The final version of the program shall be received by the District and /or made available for broadcasting on the PEG channel and the internet on a date which is not more than five (5) days from the date of the applicable meeting of the Board of Directors.

**Exhibit "B"**  
Compensation

Exhibit B Compensation 2018 thru 2021						
	2017-2018	%Change	2018-2019	%Change	2019-2019	2020-2020
	<i>(Referenced for new Agreement changes)</i>		<i>(Initial yr of Agreement)</i>			
Charge per day for use of equipment Contractor shall be solely responsible for direct payment to the applicable party for use of said equipment.	\$500.00		\$500.00		TBD	TBD
Estimated cost of transportation of equipment to and from Board Meeting	\$75.00		\$75.00		TBD	TBD
Storage	\$184-\$195		\$195.00		TBD	TBD
<b>Engineer</b> - \$29.94per hour	29.35 / April	3%	\$29.94	2%	TBD	TBD
Estimated cost of hours for an average meeting:	\$440.25	3%	\$449.10	2%		
Up to 15 hours	15 hrs		15hrs			
<b>1st Camera Operator</b> - \$17.95 per hour	\$176.00	3%	\$179.50		TBD	TBD
Estimated cost of hours for an average meeting:	10 hrs		10hrs	2%		
Up to 10 hours (1 hour pick up, 3 hours set up, 4 hours meeting, 1 hour pack up, 1 hour drop off.)						
<b>2nd Camera Operator</b> - \$17.95 per hour	\$176.00	3%	\$179.50	2%	TBD	TBD
Estimated cost of hours for an average meeting:	10 hrs		10 hrs			
Up to 10 hours (set up, meeting, pack up.)						
<b>Audio Board and Computer Graphics Operator:</b> Estimated cost of hour for an average meeting.	\$176.00	3%	\$179.50	2%	TBD	TBD
Up to 10 hours (set up, meeting, pack up)	10 hrs		10 hrs			
<b>Meeting total</b>	<b>\$1,715.00</b>		<b>\$1,757.60</b>			
<b>Total Increase Monthly</b>	\$69.83	\$4.00	\$42.60	2%		
<b>Annual (12 Board Meetings per year)</b>	<b>\$20,712.25</b>		<b>\$21,091.20</b>			
<b>Total Increase Annually</b>	\$970.25	5%	\$378.95	2%		
<b>red print denotes actual payments</b>						



**ROSSMOOR COMMUNITY SERVICES DISTRICT**

**AGENDA ITEM H-2**

**Date:** April 10, 2018  
**To:** Honorable Board of Directors  
**From:** RCSD, General Manager  
**Subject:** RENEWAL OF PROFESSIONAL SERVICES AGREEMENT,  
BRIGHTVIEW LANDSCAPING SERVICES.

**RECOMMENDATION:**

Approve the Professional Services Agreement with BrightView Landscape Services, Inc., and authorize the General Manager to execute the proposed professional services agreement with BrightView Landscaping Services, and any future extensions thereto pursuant to District Policy 3050.20.

**BACKGROUND:**

On April 7, 2016 our Landscaping Maintenance Services Contractor, ValleyCrest, merged with BrightView Landscape Services who assumed the Landscape Maintenance Services for Rossmoor. No changes in the ValleyCrest contractual agreement with Rossmoor were made by BrightView and that contract is now up for renewal.

Staff has received a new proposal from BrightView that has been negotiated by staff, which incorporates several cost reducing changes that do not materially affect our level of service but assures us of the continued quality of service that BrightView performs.

The new proposal agreement is for a two year period with incremental increases as stated in the proposal. The restroom maintenance responsibilities have been removed from this contract with those services provided by another contractor under a separate bid.

Other miscellaneous maintenance services, such as the reduction in the number of park fertilizations from four times a year to two, have resulted in an overall savings to the District of approximately \$16,000 per year.

Attached is the proposed Professional Services Agreement for your consideration. I believe the proposal from BrightView is a fair and competitive proposal from a well qualified and experienced firm and recommend the Board's approval. Should the contractor not perform at an acceptable level, the District has the right to terminate the contract upon at least a 30-day written notice.

**ATTACHMENTS:**

1. Most recent Agreement with ValleyCrest Landscaping Services
2. Draft Agreement with BrightView Landscaping Services

**ROSSMOOR COMMUNITY SERVICES DISTRICT  
PROFESSIONAL SERVICES AGREEMENT**

**1. PARTIES AND DATE.**

This Agreement is made and entered into this 1<sup>st</sup> of January, 2016, by and between the Rossmoor Community Services District, a public agency ("District") and ValleyCrest Landscape Maintenance Inc., a California corporation ("Contractor"). District and Contractor are sometimes individually referred to as "Party" and collectively as "Parties."

**2. RECITALS.**

**2.1 Contractor.**

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

**2.2 Project.**

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

**2.3 Previous Agreement.**

The Parties entered into that certain Professional Services Agreement, dated January 1, 2010, for the provision of park and parkway landscape and maintenance services for certain parks, parkways, facilities and other properties of the District ("2010 Agreement"). The term of the 2010 Agreement was for a 2-year period with the District's option to extend the Initial term of the 2010 Agreement for three (3) one (1) year extended terms. The Parties to the 2010 Agreement duly extended the terms of the 2010 Agreement, which will expire on or about December 31, 2015. The Parties desire to enter into this Agreement in order to enter into a new contractual agreement for the Project which shall supersede, and otherwise be controlling, over the 2010 Agreement.

**3. TERMS.**

**3.1 Scope of Services and Term.**

3.1.1 General Scope of Services. Contractor promises and agrees to furnish to the District all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and

incorporated herein by reference and in the Landscape Maintenance Proposal as set forth in Exhibit "B" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. In the event of a conflict between the provisions of this Agreement and Exhibit "A" on the one hand, and Exhibit "B" on the other hand, the provisions of the Agreement and Exhibit "A" shall be controlling.

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

### **3.2 Responsibilities of Contractor.**

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

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

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

3.2.4 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the

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

### 3.2.5 Insurance.

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

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

(B) Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability*: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. (2) *Automobile Liability*: \$1,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California.

## 3.3 **Fees and Payments.**

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "B." The total monthly compensation for the duration of this Agreement shall not exceed six thousand, one hundred thirty-six (\$6,136.00) without written approval of District. Extra Work may be authorized, as described below; and if authorized, said Extra Work will be compensated at the rates and manner set forth in this Agreement.

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

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

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

3.3.5 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Sections 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. District shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the District, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

### 3.4 General Provisions.

#### 3.5.1 Termination of Agreement.

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

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

**Contractor:** ValleyCrest Landscaping Maintenance, Inc  
1960 S. Yale Street  
Santa Ana, CA 92706  
Attn: John Cox

**District:** Rossmoor Community Services District  
3001 Blume Dr.  
Rossmoor, CA 90814

Attn: James D. Ruth, General Manager

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

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

3.5.4 Indemnification. Contractor shall defend, indemnify and hold the District, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions or willful misconduct of Contractor, its officials, officers, employees, agents, Contractors and contractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages and attorneys fees and other related costs and expenses.

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

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

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

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

3.5.9 Agreement Shall Be Controlling. As of the date of full execution of this Agreement by both Parties, this Agreement shall supersede, and otherwise be controlling, over any and all provisions of the Previous Agreement and the Previous Agreement shall be of no further force or effect.

**ROSSMOOR COMMUNITY  
SERVICES DISTRICT**

**VALLEYCREST LANDSCAPING  
MAINTENANCE, INC**

By: \_\_\_\_\_  
James D. Ruth  
General Manager

By:  \_\_\_\_\_  
John Cox  
Branch Manager



EXHIBIT "A"

**Scope of Services**

**ALL SITE LOCATIONS EXCEPT ROSSMOOR WAY MEDIANS  
AND TRIANGLE**

PARK MAINTENANCE PERFORMANCE STANDARDS:

1. Empty outdoor and restroom trash cans daily, seven days a week (Monday through Sunday), except Contractor holidays.
2. Trim hedges every two weeks during high growing season (to be negotiated); and trim as necessary throughout the remainder of the year.
3. Pick up paper and debris in the parks daily.
4. Weed landscaped areas, as necessary, including planters.
5. Edge or otherwise trim grass from around ball field backstops at least once per month.
6. Set sprinkler timers, adjust timers as necessary, and monitor irrigation patterns to assure proper watering of turf areas and plantings to avoid over watering or drying out of landscaped areas and turf. Contractor shall provide and utilize appropriate and necessary remote monitoring equipment to evaluate proper watering.
7. Check sprinkler heads for proper activation once a week and adjust as necessary.
8. Repair sprinkler heads and lines as necessary - District will provide parts.
9. Clean around valve boxes and sprinkler heads with weed eater as needed.
10. Keep Ivy trimmed in building planters and tree wells as needed, approximately every four months.
11. Hand rake sand pits and/or gravel areas once per week. (not to be blown).
12. Rototill all sand pits quarterly.
13. Wash concrete walkways once per week on Friday, or other day approved in writing by the District's General Manager.
14. Blow-off recessed on-street parking spaces at Rossmoor Park and parking lots at Rush Park and Montecito Center once per month.

TURF MAINTENANCE PERFORMANCE STANDARDS:

1. Complete 45 turf mows per contract year, once per week March 1 to November 1, and once every other week November 1 to March 1.
2. All turf mows will be made on Wednesdays, or other day approved in writing by the District's General Manager.
3. Edge entire concrete area before each mow.
4. Blow-off all concrete areas after each mow.
5. De-thatch all turf areas once a year.
6. Rake or vacuum grass clippings during June, July and August (If mulching mower is used, this may be reduced or eliminated).
7. Fertilize and aerate four times per year.
8. Keep tree wells free of grass - wells to be at least a three-foot radius or greater depending on the circumference of the tree.
9. Spray weed killer at both parks (Rush and Rossmoor) once each year.

ROSSMOOR PARK & RUSH PARK SPECIAL MAINTENANCE STANDARDS:

In addition to performing work in accordance with the Park and Turf Maintenance Performance Standards specified above, perform the following work at Rush Park and/or Rossmoor Park:

1. Open outdoor restrooms at 7:00 a.m., when required.
2. Clean restrooms at both parks twice daily, seven days a week, once in the morning and once in the afternoon (Monday through Sunday except Contractor holidays).
3. Open Rossmoor Park tennis courts at 7:00 a.m., when required.
4. Blow off tennis courts at least once a week on Wednesdays between 7:00 a.m. and 10:00 a.m. and daily if necessary at 7:00 a.m. Blow off around buildings and main sidewalk daily.
5. Wash-off tennis courts as needed to remove spills and dirt buildup, approximately four times per year, on Wednesdays between 7:00 a.m. and 10:00 a.m.
6. Clean BBQ pits once per week.
7. Level sand under swings in Tot Lots as needed.

8. Rake, vacuum or blow leaves every two weeks, or as needed, around the building areas.

## **ROSSMOOR WAY MEDIANS AND ROSSMOOR TRIANGLE**

### MAINTENANCE STANDARDS:

1. Trim shrubs every two weeks during high growing season, and trim as necessary throughout the remainder of the year.
2. Pick-up paper and debris daily.
3. Remove ivy, grass, and weeds from around trees and provide up to three feet of clearance around the base of trees where possible.
4. Remove ivy, grass, and weeds from around valve boxes and sprinkler heads as needed.
5. Water using manual sprinkler system and monitor irrigation patterns to assure adequate watering of ivy, trees, and plantings by utilizing appropriate field transmitter to operate valves.
6. Check sprinkler heads once a week and adjust as necessary.
7. Repair sprinkler heads and lines as necessary - District may provide parts.

### **REPORTS TO THE DISTRICT**

1. Contractor will immediately report to the District's Park Superintendent any condition which is deemed hazardous or which requires immediate attention.
2. Contractor will report monthly on forms provided by the Contractor on all activities which are performed by Contractor which are based on monthly/quarterly schedules.

**EXHIBIT "B"**

**LANDSCAPE MAINTENANCE PROPOSAL,**



**ValleyCrest**  
Landscape Maintenance

11/02/2015

**PROPOSAL FOR  
LANDSCAPE MANAGEMENT SERVICES**  
for

1960 South Yale Street  
Santa Ana, CA 92704  
tel 714.546.7843  
fax 714.546.0926

Owner/Client: Rossmoor Community Services District  
Client Address: 3001 Blume Drive, Rossmoor, CA 90720  
Job Name: Rossmoor Community Services District  
Job Location: 3001 Blume Drive, Rossmoor, CA 90720

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

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

We hereby propose the following for your review:

**Exterior Landscape Management**

Client's Initials	Service	Price Per Year	Price Per Month
	Base Management Price	\$73,632.00	\$6,136.00
	Sales Tax		
	Total Base Management Price	\$73,632.00	\$6,136.00

**Additional Services**

Client's Initials	Category	Service	Frequencies Per Year	Service Price Per Occurrence	Sales Tax	Total Price Per Year
	Total					

Billing for additional services will be invoiced upon installation.

**Extra Services Included in the Base Contract**

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

All sites except Rossmoor Way Medians and Triangle

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

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

**Period of Service Agreement**

This agreement shall be in effect for the period stated: January 1, 2016 to December 31, 2016. Unless terminated pursuant to Article IV of the General Conditions, at the expiration of the initial term, this Agreement shall be automatically extended on a month-to-month basis.

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

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

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

*Sincerely,*

*ValleyCrest Landscape Maintenance, Inc.*

*John Cox  
Branch Manager*

*Client Approval:*  
**Client/Owner**  
**Rossmore Community Services District**

**Contractor:**  
**ValleyCrest Landscape Maintenance, Inc.**  
1960 S. Yale Street, Santa Ana, CA 92704

By: \_\_\_\_\_  
Signature

By:  \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name & Title

\_\_\_\_\_  
VCLM Branch Manager

Date: \_\_\_\_\_

Date: 11-2-2015

## PRACTICAL SPECIFICATIONS FOR CONTRACT LANDSCAPE MANAGEMENT

### I. Scope of Work:

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

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

### II. Lawn Care:

#### A. Mowing and Edging:

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

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

Edges shall be trimmed to maintain a neat appearance.

#### B. Fertilization:

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

#### C. Disease control:

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

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

#### D. Insect control:

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

#### E. Weed control:

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

III. Ground Cover Area/ Shrub Areas:

A. Edging:

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

B. Pruning:

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

C. Weed Control:

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

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

Post-emerge: Control broadleaf weeds with selective herbicides.

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

D. Fertilization:

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

E. Fungicide:

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

F. Pesticide:

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

G. Control of imported pests:

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

IV. Slope Care: <Insert if applicable or not>

A. Edging:

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

B. Weed Control:

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

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

Post-emerge: Control broadleaf weeds with selective herbicides.

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



C. Fertilization:

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

D. Fungicide:

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

E. Insecticide:

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

V. Tree Care:

A. Pruning:

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

B. Staking:

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

VI. Mulched Areas/ Granite Areas : <Insert if applicable or not>

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

VII. Irrigation System: <Insert if applicable or not>

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

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

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

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

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

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

VIII. Debris Cleanup:

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

IX. Bio-Hazards:

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

## GENERAL TERMS AND CONDITIONS

### I. Contractor's Responsibility:

The contractor shall recognize and perform in accordance with written terms, written specifications and drawings only, contained or referred to herein.

Contractor reserves the right to renegotiate the contract when price or scope of work is affected by changes to any local, state, or federal law, regulation or ordinance that goes into effect after the Agreement is signed.

#### A. Workforce:

Contractor shall designate a qualified representative with experience in the services being provided. The workforce is to be personally presentable at all times. All employees shall be competent and qualified, and shall be U.S. citizens or legal residents, and authorized to work in the United States.

#### B. Materials:

All materials shall conform to bid specifications. Contractor will meet all Agricultural licensing and reporting requirements.

#### C. Licenses and Permits:

Contractor to maintain a Landscape Contractor's license, if so required by State or local law, and will comply with all other license and permit requirements of the City, State and Federal Governments, as well as all other requirements of law.

#### D. Taxes:

Contractor agrees to pay taxes applicable to its work under this contract, including sales tax on material supplied where applicable.

#### E. Insurance:

Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or owner/client.

#### F. Liability:

It is understood and agreed that the Contractor is not liable for any damage of any kind whatsoever that is not caused by the negligence of the Contractor, its agents or employees.

#### G. Subcontracts:

Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.

#### H. Invoicing:

Contractor will submit monthly service invoices for the amount set forth under the prices and terms shown on page 1 of this Agreement. Any services rendered, that are in addition to or beyond the scope of work required by this Agreement shall be separately billed.

### II. Owner's/Client's Responsibility:

#### A. Utilities:

All utilities shall be provided by the Owner/Client.

#### B. Access to Jobsite:

Owner/Client shall furnish access to all parts of jobsite where Contractor is to perform work as required by this Agreement or other functions related thereto, during normal business hours and other reasonable periods of time, and in the case of after hours emergencies.

C. Payment

Owner/Client shall review invoices submitted by Contractor and payment shall be due fifteen (15) days following the date of the invoice and delinquent if not paid by that date. Contractor may cancel Agreement by giving seven (7) days written notice for nonpayment, after the payment is delinquent.

D. Notice of Defect

Owner/Client shall give Contractor at least seven (7) days written notice to correct any problem or defect discovered in the performance of the work required under this Agreement. Contractor will not accept any deduction or offset unless such written notice is given.

III. Other Terms:

The Owner/Client and the Contractor respectively, bind themselves, their partners, successors, assignees and legal representative to the other party with respect to all covenants of this Agreement. Neither the Owner/Client nor the Contractor shall assign or transfer any interest in this Agreement without the written consent of the other.

IV.

The Parties agree that the Project is not a public works project within the meaning of the Prevailing Wage Statute ("PWS") as defined in Labor Code § 1720 et seq. Accordingly it is agreed that the contract price is based on the Project not being a public works project subject to the PWS. In the event that there is a determination by anyone including the Department of Industrial Relations, Labor and Workforce Development Agency or a court that the Project is a public works project subject to the PWS, it is agreed a change order will be immediately issued to Client/Owner for all additional costs incurred including, but not limited to, the difference between the wages actually paid to the worker and the wages that are required under the PWS, any penalties or other sums required to be paid under the PWS, costs and attorney's fees. The owner agrees to indemnify, hold harmless, and defend Contractor in the event there is any action asserted against Contractor for violation of the PWS by the Department of Industrial Relations or in a court of law.

V.

Termination:

This agreement may be terminated by either party with or without cause, upon thirty (30) days written notice to the other party. This agreement may be terminated by the Contractor for non-payment by Owner/Client, upon seven (7) days written notice as stated above. Either party shall be entitled to cure any deficiencies of performance or payment within seven (7) days of being notified of deficiency(s). If the Owner/Client makes payment in full within seven (7) days of receipt of the written notice, the grounds for termination shall be deemed cured. If Contractor corrects the deficiency identified in the written notice within seven (7) days of receipt of the notice, or if the deficiency is of such a nature that it cannot reasonably be corrected within seven (7) days and the Contractor commences a good faith effort to correct the deficiency within seven (7) days of receipt of notice, the grounds for the termination shall be deemed cured.

For the convenience of Owner/Client only, the monthly charge under this contract is an average of the total charge for all work to be performed under the contract divided by the number of calendar months included in the payment period of the contract. In the event this contract is terminated early by either party, the Contractor shall be entitled to recover his unrecovered costs incurred through the date of termination, including a reasonable amount of overhead and profit, and any amount in excess of the monthly charges paid by the Client through the date of termination. This is because substantial portions of the work for the year, may be performed in the early months of each year of the contract including potentially significant mobilization costs in start-up and the cost of the work will not be fully recovered by the Contractor until all monthly payments under the contract have been received.

End

**ROSSMOOR COMMUNITY SERVICES DISTRICT  
PROFESSIONAL SERVICES AGREEMENT  
BRIGHTVIEW LANDSCAPE SERVICES, INC  
2018-2020**

**1. PARTIES AND DATE.**

This Agreement is made and entered into this 10th day of April, 2018, by and between the Rossmoor Community Services District, a public agency (“District”) and BrightView Landscape Services, Inc. (formerly known as ValleyCrest Landscape Maintenance Inc.), a California corporation (“Contractor”). District and Contractor are sometimes individually referred to as “Party” and collectively as “Parties.”

**2. RECITALS.**

**2.1 Contractor.**

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

**2.2 Project.**

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

**2.3 Previous Agreement.**

The Parties entered into that certain Professional Services Agreement, dated December 14, 2010, for the provision of park and parkway landscape and maintenance services for certain parks, parkways, facilities and other properties of the District (“2010 Agreement”). The term of the 2010 Agreement was for a 2-year period with the District’s option to extend the Initial term of the 2010 Agreement for three (3) one (1) year extended terms. The Parties to the 2010 Agreement duly extended the terms of the 2010 Agreement to December 31, 2015. In January, 2016, the Parties entered into a new Agreement, effective January 1, 2016 (“2016 Agreement”) which was duly extended by District and Contractor to April, 2018. The Parties now desire to enter into this Agreement in order to enter into a new contractual agreement for the Project which shall supersede, and otherwise be controlling, over the 2016 Agreement.

### **3. TERMS.**

#### **3.1 Scope of Services and Term.**

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

3.1.2 Term. The term of this Agreement shall be for a period not exceeding two (2) years from April 1, 2018 (the “Effective Date”), unless earlier terminated as provided herein. District may elect, in its sole and absolute discretion, to extend the Initial Term of this Agreement for three (3) one (1) year extended terms, provided District gives Contractor written notice of such election prior to the expiration of the Initial or Extended Term, as applicable. Contractor shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

#### **3.2 Responsibilities of Contractor.**

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

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

### 3.2.3 Conformance to Applicable Requirements and Coordination of Services.

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

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

### 3.2.5 Insurance.

3.2.5.1 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Contractor, its agents, representatives, employees or subcontractors. The District, including its officials, officers, employees, volunteers and agents, shall be named as an additional insured on all insurance policies required herein. Such insurance shall meet at least the following minimum levels of coverage:

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

(B) Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability*: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. (2) *Automobile Liability*: \$2,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California.

## 3.3 **Fees and Payments.**

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "B." The total monthly compensation shall not exceed Four Thousand Twenty Dollars (\$4,020.00) without written approval of District. Extra Work may be authorized, as

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

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

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

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

3.3.5 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Sections 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. District shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the District, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

### **3.4 General Provisions.**

#### **3.4.1 Termination of Agreement.**

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



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

**Contractor:** BrightView Landscape Services, Inc.  
1960 S Yale Street  
Santa Ana, CA 92704  
Attn: Joshua Drake, Senior Vice President

**District:** Rossmoor Community Services District  
3001 Blume Dr.  
Rossmoor, CA 90814  
Attn: James D. Ruth, General Manager

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

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

3.4.4 Indemnification. Contractor shall defend, with counsel acceptable to District, indemnify and hold the District, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions or willful misconduct of Contractor, its officials, officers, employees, agents, contractors and subcontractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages and attorney's fees and other related costs and expenses.

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

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

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

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

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

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

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

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

3.4.13 Agreement Shall Be Controlling. As of the Effective Date of this Agreement, this Agreement shall supersede, and otherwise be controlling, over any and all provisions of the 2016 Agreement, which shall be of no further force or effect.

**ROSSMOOR COMMUNITY  
SERVICES DISTRICT**

**BRIGHTVIEW LANDSCAPE SERVICES, INC.**

By: \_\_\_\_\_  
James D. Ruth  
General Manager

By: \_\_\_\_\_  
Joshua Drake,  
Senior Vice President

**APPROVED AS TO FORM FOR DISTRICT**

By: \_\_\_\_\_  
Tarquin Preziosi  
General Counsel

EXHIBIT "A"

Scope of Services

**ALL SITE LOCATIONS EXCEPT ROSSMOOR WAY MEDIANS  
& TRIANGLE**

**PARK MAINTENANCE PERFORMANCE STANDARDS:**

1. ~~Empty outdoor and restroom trash containers daily, seven days per week (Monday through Sunday) except Contractor Holidays~~
2. Trim hedges bi-weekly during the growing season (April-September); and trim as necessary the year.
3. Pick up paper and debris in the parks daily only as part of landscape maintenance operations in areas we are working
4. Weed landscaped areas, as necessary, including planters
5. Edge or trim grass from ballfield backstops once per month
6. Contractor to program Irrigation Controllers, and adjust as necessary, to assure proper watering of turf and landscape areas to avoid over-watering or under-watering. Contractor shall utilize appropriate monitoring equipment to evaluate and control watering.
7. Regularly inspect irrigation emitters and sprinklers for proper functionality
8. Repair sprinklers as needed- Rossmoor Community District will provide parts
9. Maintain edges of all valve boxes
10. Maintain Ivy ground cover in building planters and tree wells as needed for a neat and clean appearance
11. Hand rake sand pits and gravel areas weekly (no motorized blowing)
12. Rototill all sand pits quarterly
13. Blow off recessed on-street parking spaces at Rossmoor Park and parking lots at Rush Park and Montecito Center once each month

**TURF MAINTENANCE PERFORMANCE STANDARDS:**

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

## **ROSSMOOR PARK & RUSHMOOR PARK SPECIAL MAINTENANCE STANDARDS:**

1. Clean restrooms at both parks once daily, seven days per week (Monday through Sunday except Contractor Holidays)
2. Blow off tennis courts once per week on Wednesdays between 7:00 AM and 10:00 AM.
3. Blow off walkways around buildings and main sidewalk daily
4. Use water to wash off the tennis courts as-needed to remove spills and dirt build-up four times annually
5. Clean BBQ pits once per week
6. Level sand under the swings in the “tot-lots” as-needed
7. Remove fallen leaves by rake, vacuum, or blowing bi-weekly, or as-needed, around buildings

## **ROSSMOOR WAY MEDIANS AND ROSSMOOR TRIANGLE:**

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

## **REPORTS TO THE DISTRICT**

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

## **NOTES:**

All scope items with the ~~striketrough~~ are NOT a part of this agreement and will be managed by District through a separate Janitorial service.

**EXHIBIT "B"**  
**LANDSCAPE MAINTENANCE PROPOSAL,**



April 02, 2018

**PROPOSAL FOR  
LANDSCAPE MANAGEMENT SERVICES**  
for

1960 S Yale Street  
Santa Ana, CA 92704  
tel:714.546.7295  
fax:714.546.7843

Owner/Client: Rossmoor Community Services District  
Client Address: 3001 Blume Drive, Rossmoor, CA 90270  
Job Name: City of Rossmoor  
Job Location: Rossmoor, California

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

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

We hereby propose the following for your review:

**Exterior Landscape Management**

Client’s Initials	Service	Price Per Year	Price Per Month
	Base Management Price	\$48,240.00	\$4,020.00
	Sales Tax	0	
	<b>Total Base Management Price</b>	<b>\$48,240</b>	<b>\$4,020.00</b>

**Additional Services**

Client’s Initials	Category	Service	Frequencies Per Year	Service Price Per Occurrence	Sales Tax	Total Price Per Year
	.00Year 2019-2020	Landscape Maintenance per Contract	12	\$4,370.50	0	\$52,446
	Year 2020-2021	Landscape Maintenance per Contract	12	\$4,589.00	0	\$55,068
	Total					

**Billing for additional services will be invoiced upon installation.**

**Extra Services Included in the Base Contract**

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

Exhibit "A"

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

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

**Period of Service Agreement**

This agreement shall be in effect for the period stated: April 1, 2018 to March 31, 2021. Unless terminated pursuant to Article V of the General Conditions, at the expiration of the initial term, this Agreement shall be automatically extended on a month-to-month basis.

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

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

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

*Sincerely,*

Brightview Landscape Services, Inc.

*Joshua Dake*

*Senior Vice-President*

*Client Approval:*

**Client/Owner:**  
**James D. Ruth General Manager**

**Contractor:**  
Brightview Landscape Services, Inc.  
1960 S Yale Street, Santa Ana, CA 92704

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name & Title

\_\_\_\_\_  
*Senior Vice-President*

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## PRACTICAL SPECIFICATIONS FOR CONTRACT LANDSCAPE MANAGEMENT

### I. **Scope of Work:**

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

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

### II. **Lawn Care:**

#### A. **Mowing and Edging:**

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

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

Edges shall be trimmed to maintain a neat appearance.

#### B. **Fertilization:**

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

#### C. **Disease control:**

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

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

#### D. **Insect control:**

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

#### E. **Weed control:**

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



III. **Ground Cover Area/ Shrub Areas:**

A. Edging:

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

B. Pruning:

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

C. Weed Control:

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

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

Post-emerge: Control weeds with selective herbicides.

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

D. Fertilization:

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

E. Fungicide:

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

F. Pesticide:

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

G. Control of imported pests:

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

IV. **Slope Care:**

A. Edging:

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

B. Weed Control:

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

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

Post-emerge: Control weeds with selective herbicides.

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

C. Fertilization:

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

D. Fungicide:

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

E. Insecticide:

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

V. **Tree Care:**

A. Pruning:

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

B. Staking:

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

VI. **Mulched Areas/ Granite Areas :**

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

VII. **Irrigation System:**

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

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

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

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

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

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

VIII. **Debris Cleanup:**

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

IX. **Bio-Hazards:**

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

## GENERAL TERMS AND CONDITIONS

### I. **Contractor's Responsibility:**

The contractor shall recognize and perform in accordance with written terms, written specifications and drawings only, contained or referred to herein.

Contractor reserves the right to renegotiate the contract when price or scope of work is affected by changes to any local, state, or federal law, regulation or ordinance that goes into effect after the Agreement is signed.

#### A. Workforce:

Contractor shall designate a qualified representative with experience in the services being provided. The workforce is to be personally presentable at all times. All employees shall be competent and qualified, and shall be U.S. citizens or legal residents, and authorized to work in the United States.

#### B. Materials:

All materials shall conform to bid specifications. Contractor will meet all Agricultural licensing and reporting requirements.

#### C. Licenses and Permits:

Contractor to maintain a Landscape Contractor's license, if so required by State or local law, and will comply with all other license and permit requirements of the City, State and Federal Governments, as well as all other requirements of law.

#### D. Taxes:

Contractor agrees to pay taxes applicable to its work under this contract, including sales tax on material supplied where applicable.

#### E. Insurance:

Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or owner/client.

#### F. Liability:

It is understood and agreed that the Contractor is not liable for any damage of any kind whatsoever that is not caused by the negligence of the Contractor, its' agents or employees. In no event will Contractor be liable for special, indirect, incidental or consequential damages, irrespective of the form or cause of action, in contract, tort or otherwise, whether or not the possibility of such damages has been disclosed to Contractor in advance or could have been reasonably foreseen by Contractor. Further, Contractor shall not be liable for any Losses resulting from the provision of Services or performance of any Work Order hereunder, if such Losses are due to causes or conditions beyond its reasonable control, including but not limited to Losses in any way related to or associated with state or local water regulations or mandates or Contractor's compliance or good faith efforts to comply with state or local water regulations or mandates.

Contractor's performance will be excused to the extent Contractor is unable to perform as a result of strikes, accidents, acts of God, extreme weather conditions, inability to secure labor and/or products, fire, earthquake and rules, regulations or restrictions imposed by any government or governmental agency, or other delays or failure of performance beyond the commercially reasonable control of Contractor. For purposes of this Agreement, the parties agree specifically that water conservation regulations or guidelines are specifically included within the above referenced regulations or restrictions, and that Contractor shall not be liable for any failure to perform as a direct or indirect result of Contractor's compliance with or good faith efforts to comply with state or local water regulations or mandates.

#### G. Subcontracts:

Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.

#### H. Invoicing:

Contractor will submit monthly service invoices for the amount set forth under the prices and terms shown on page 1 of this Agreement. Any services rendered, that are in addition to or beyond the scope of work required by this Agreement shall be separately billed.

### II. **Owner's/Client's Responsibility:**

A. Utilities:

All utilities shall be provided by the Owner/Client.

B. Access to Jobsite:

Owner/Client shall furnish access to all parts of jobsite where Contractor is to perform work as required by this Agreement or other functions related thereto, during normal business hours and other reasonable periods of time, and in the case of after hours emergencies.

C. Payment:

Owner/Client shall review invoices submitted by Contractor and payment shall be due fifteen (15) days following the date of the invoice and delinquent if not paid by that date. Contractor may cancel Agreement by giving seven (7) days written notice for nonpayment, after the payment is delinquent.

D. Notice of Defect:

Owner/Client shall give Contractor at least seven (7) days **written** notice to correct any problem or defect discovered in the performance of the work required under this Agreement. Contractor will not accept any deduction or offset unless such **written** notice is given.

III. **Other Terms:**

The Owner/Client and the Contractor respectively, bind themselves, their partners, successors, assignees and legal representative to the other party with respect to all covenants of this Agreement. Neither the Owner/Client nor the Contractor shall assign or transfer any interest in this Agreement without the written consent of the other provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with Service Contractor or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization.

IV. The Parties agree that the Project is not a public works project within the meaning of the Prevailing Wage Statute ("PWS") as defined in Labor Code § 1720 et seq. Accordingly it is agreed that the contract price is based on the Project not being a public works project subject to the PWS. In the event that there is a determination by anyone including the Department of Industrial Relations, Labor and Workforce Development Agency or a court that the Project is a public works project subject to the PWS, it is agreed a change order will be immediately issued to Client/Owner for all additional costs incurred including, but not limited to, the difference between the wages actually paid to the worker and the wages that are required under the PWS, any penalties or other sums required to be paid under the PWS, costs and attorney's fees. The owner agrees to indemnify, hold harmless, and defend Contractor in the event there is any action asserted against Contractor for violation of the PWS by the Department of Industrial Relations or in a court of law.

V. **Termination:**

This agreement may be terminated by either party with or without cause, upon thirty (30) days written notice to the other party. This agreement may be terminated by the Contractor for non-payment by Owner/Client, upon seven (7) days written notice as stated above. Either party shall be entitled to cure any deficiencies of performance or payment within seven (7) days of being notified of deficiency(s). If the Owner/Client makes payment in full within seven (7) days of receipt of the written notice, the grounds for termination shall be deemed cured. If Contractor corrects the deficiency identified in the written notice within seven (7) days of receipt of the notice, or if the deficiency is of such a nature that it cannot reasonably be corrected within seven (7) days and the Contractor commences a good faith effort to correct the deficiency within seven (7) days of receipt of notice, the grounds for the termination shall be deemed cured.

For the convenience of Owner/Client only, the monthly charge under this contract is an average of the total charge for all work to be performed under the contract divided by the number of calendar months included in the payment period of the contract. In the event this contract is terminated early by either party, the Contractor shall be entitled to recover his unrecovered costs incurred through the date of termination, including a reasonable amount of overhead and profit, and any amount in excess of the monthly charges paid by the Client through the date of termination. This is because substantial portions of the work for the year may be performed in the early months of each year of the contract including potentially significant mobilization costs in start-up and the cost of the work will not be fully recovered by the Contractor until all monthly payments under the contract have been received.

End

**ROSSMOOR COMMUNITY SERVICES DISTRICT**

**AGENDA ITEM H-3**

**DATE:** April 10, 2018

**TO:** Honorable Board of Directors

**FROM:** RCSD, General Manager

**SUBJECT:** PROPOSED CHANGES TO PROFESSIONAL SERVICES AGREEMENTS FOR TENNIS INSTRUCTION AT ROSSMOOR PARK

**RECOMMENDATION:**

Approve Staff Recommendations for Proposed changes to Professional Services Agreements, for Fernando Molina and Beau Berglund, for Tennis Instruction at Rossmoor Park.

**BACKGROUND:**

Rossmoor Community Services District staff have met with both Professional Tennis Instructors Fernando Molina and Beau Berglund and made them aware that we plan on making minor changes to the current Professional Services Agreement for both instructors. The minor changes to the agreement will be under the area of (4) Location and Schedule of Services. The first change will be under 4(a), the last sentence stating that "Said schedule will be posted in District office and will serve as a means to reserve a Court" will be taken out. This method is no longer used, this has been replaced by an online system that allows a person to view which courts and times are available for reservation. The next change will be to 4(b), the change will shorten the current reasonable notice timeframe to notify the District of a change to the schedule from one week in advance to a 24-hour notice instead. The last minor change would be to 4(c), where the Contractor will be responsible to notify District if said Contractor will be providing instruction at a time and/or court that has not been reserved but is open and available. If Contractor is observed using a court without notification, Contractor shall then be charged a double fee for the court time used.

**ATTACHMENTS:**

1. Professional Services Agreements
2. Amendments to Professional Service Agreements

**ROSSMOOR COMMUNITY SERVICES DISTRICT  
PROFESSIONAL SERVICES AGREEMENT**

This Agreement is made and entered into this 12<sup>th</sup> day of September, 2017, by and between the Rossmoor Community Services District, a public agency ("District") and Beau Berglund, an individual and tennis professional ("Contractor"). District and Contractor are sometimes individually referred to as "Party" and collectively as "Parties."

**RECITALS**

A. District is a public agency authorized to own, operate, maintain and repair facilities for public recreation including, without limitation, providing tennis courts for use by individuals who reside within the jurisdiction of the District. District has the authority to establish rates or other charges for services and facilities provided by District. District is authorized to receive revenue and in order to cover the costs of said services and facilities including, for example, charging a tennis professional such as Contractor for the right to use District tennis courts for providing tennis lessons. District desires to enter into this Agreement in order for Contractor to be available to provide tennis lessons ("Services") to individuals who desire such Services at District's tennis courts.

B. Contractor desires to perform and assume responsibility for the provision of the Services on the terms and conditions set forth in this Agreement. Contractor represents that he is experienced in providing such Services.

NOW, THEREFORE, the parties hereby agree as follows:

1. General Scope of Services. Contractor promises and agrees to furnish to the District all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the Services. All Services shall be subject to, and performed in accordance with, this Agreement. Contractor shall be responsible for offering, scheduling, and conducting all tennis lessons pursuant to the provisions of this Agreement including, without limitation, the requirements for the location and Schedule of Services as set forth herein. Contractor will also make a good faith effort to provide Services on a priority basis to residents of Rossmoor in connection with the offering and scheduling tennis lessons.

2. Term. The term of this Agreement shall be for one year from the date of full execution by both Parties ("Term"), unless earlier terminated as provided herein. Provided Contractor is not in default under the provisions of this Agreement, the Term of this Agreement may extended for two (2) successive one (1) year terms ("Extended Term(s)") pursuant to the following procedure. At least sixty (60) days prior to expiration of the Term or Extended Term, as applicable, Contractor may submit a written request to the District representative for extension of this Agreement. Any such written request must be received by the District representative not later than sixty (60) days prior to the expiration of the then current term of the Agreement. Upon receipt of such a written request, the Board of Directors of District may determine, in its sole and absolute discretion, whether to grant the request for the applicable Extended Term.

3. Prohibition Against Subcontracting/Employees; Independent Contractor. The Services shall be performed personally by Contractor and shall not be performed by any subcontractors, employees, volunteers or agents. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. District retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the term of this Agreement.

4. Location and Schedule of Services. Contractor shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the following Schedule of Services:

(a) Contractor will reserve an available court on a regular weekly basis as agreed upon by both parties and Contractor will be available during those hours and days of week to perform Services. Said schedule will be posted in District office and will serve as a means to reserve a Court.

(b) Changes to schedule may only be requested by Contractor under extraordinary circumstances by giving District reasonable notice, but not less than one week in advance of the schedule change. Requested changes are subject to approval by the District in its reasonable discretion. Disapproved requests will result in payment by Contractor, in accordance with this Agreement, as if he had utilized the court for the subject period of time.

(c) Contractor will be responsible for payment to the District for any hours reserved, regardless as to whether or not lessons were actually performed. Should Contractor be observed providing instruction other than at a reserved time and/or court, Contractor shall be charged a double fee for the time used but not reserved.

The Services shall be performed at Courts at Rossmoor Park. District shall reserve a court as agreed to by both parties for the performance of Services by Contractor for the times set forth in the Schedule of Services, as requested by Contractor. District's only obligation in connection with the provision of Services by Contractor shall be to reserve a court at Rossmoor Park in accordance with the Schedule of Services.

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

6. Standard of Care. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor shall keep himself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Services. Contractor shall be liable for all violations of such laws and regulations in connection with Services. Contractor shall execute and maintain his work so as to avoid injury or damage to any person or property. In carrying out the Services, Contractor shall exercise all necessary precautions for the safety of



individuals appropriate to the nature of the work and the conditions under which the work is to be performed.

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

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

(b) Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability*: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. (2) *Automobile Liability*: Sufficient coverage per accident for bodily injury and property as determined by the General Manager.

8. 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 who receives a tennis lesson, regardless of whether said lesson is provided to one or more individuals at the same time. The minimum amount of time for which Contractor shall charge for Services shall be in one hour intervals. 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 tennis lesson given; (ii) the corresponding fee imposed and collected for each lesson; (iii) the total amount of fees imposed and collected during the time period of the applicable statement; and (iv) the total amount of hours reserved, but Services not provided.

(c) Contractor shall retain as the entire amount of compensation for all Services performed under this Agreement. 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, twelve dollars and fifty cents (\$12.50) per hour or fraction thereof for each individual who receives a tennis lesson and/or each court hour or fraction thereof reserved pursuant to Sections 4 (c) and 8 (c), above.

(e) The fees imposed, collected and remitted, as set forth herein, shall be the gross fees and there shall be no deduction or other reduction from the amounts which are subject to the calculations and payments set forth herein.

(f) At all times during the term of this Agreement, and for a period of three (3) years following the expiration or termination of this Agreement, Contractor shall maintain the statements described herein and any other documentation developed and retained in connection with Contractor's responsibilities under this Agreement. Said statements and documents shall be subject to audit and review by District at all times during the term of this Agreement and for three (3) years following expiration or termination of this Agreement.

(g) Contractor shall not be reimbursed for any expenses unless authorized in writing by District.

(h) At any time during the term of this Agreement, District may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work requested by District which is not provided for under this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from the duly authorized representative of the District.

#### 9. General Provisions.

(a) Termination of Agreement. District may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for Services which have been adequately rendered to District, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

(b) Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective parties may provide in writing for this purpose. The individuals specified herein shall be deemed the duly authorized representative of the applicable Party:

**Contractor:** Beau Berglund  
12100 Montecito Road #141  
Los Alamitos, CA 90720

**District:** Rossmoor Community Services District  
3001 Blume Dr.  
Rossmoor, CA 90720  
Attn: General Manager

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

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

(d) Indemnification. 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 connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, regardless of District's passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of the District. Should District in its sole discretion find 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.

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

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

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

**ROSSMOOR COMMUNITY  
SERVICES DISTRICT**

**BEAU BERGLUND**

By:   
James D. Ruth  
General Manager

By: 

Dated: 9/12/17

9/5/2017 JB

**AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT BETWEEN  
ROSSMOOR COMMUNITY SERVICES DISTRICT AND FERNANDO MOLINA**

This Amendment No. 1 ("Amendment") to the Professional Services Agreement is made and entered into this 12th day of September, 2017 by and between the Rossmoor Community Services District ("District") and Fernando Molina ("Contractor").

**RECITALS**

WHEREAS, on August 8, 2017, District and Contractor entered into a Professional Services Agreement (the "Agreement");

WHEREAS, District and Contractor desire to amend the Agreement to provide for revisions to compensation;

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth herein and in the Agreement amended hereby, the parties agree as follows:

1. Paragraph 8 is hereby amended to read:

8. 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 who receives a tennis lesson, regardless of whether said lesson is provided to one or more individuals at the same time. The minimum amount of time for which Contractor shall charge for Services shall be in one hour intervals. 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 tennis lesson given; (ii) the corresponding fee imposed and collected for each lesson; (iii) the total amount of fees imposed and collected during the time period of the applicable statement; and (iv) the total amount of hours reserved, but Services not provided.

(c) Contractor shall retain as the entire amount of compensation for all Services performed under this Agreement. 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, twelve dollars and fifty cents (\$12.50) per hour or fraction thereof for each individual who receives a tennis lesson and/or each court hour or fraction thereof reserved pursuant to Sections 4 (c) and 8 (c), above.



(e) The fees imposed, collected and remitted, as set forth herein, shall be the gross fees and there shall be no deduction or other reduction from the amounts which are subject to the calculations and payments set forth herein.

3. All terms and conditions of the Agreement that have not been amended by this Amendment shall remain in full force and effect.

4. The individuals signing this Amendment represent and warrant that they have the right, power and authorization to bind their respective entities to the terms of this Amendment and the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed and entered into this Amendment as of the date first written above.

**DISTRICT:**

**ROSSMOOR COMMUNITY SERVICES  
DISTRICT**


By:   
Michael Maynard, Board President

**CONTRACTOR:**

**FERNANDO MOLINA**

By:   
Fernando Molina

**APPROVED AS TO FORM FOR DISTRICT**

By:   
Tarquin Preziosi  
District General Counsel

**ROSSMOOR COMMUNITY SERVICES DISTRICT  
PROFESSIONAL SERVICES AGREEMENT**

This Agreement is made and entered into this June 9, 2015 by and between the Rossmoor Community Services District, a public agency ("District") and Fernando Molina, an individual and tennis professional ("Contractor"). District and Contractor are sometimes individually referred to as "Party" and collectively as "Parties."

**RECITALS**

A. District is a public agency authorized to own, operate, maintain and repair facilities for public recreation including, without limitation, providing tennis courts for use by individuals who reside within the jurisdiction of the District. District has the authority to establish rates or other charges for services and facilities provided by District. District is authorized to receive revenue and in order to cover the costs of said services and facilities including, for example, charging a tennis professional such as Contractor for the right to use District tennis courts for providing tennis lessons. District desires to enter into this Agreement in order for Contractor to be available to provide tennis lessons ("Services") to individuals who desire such Services at District's tennis courts.

B. Contractor desires to perform and assume responsibility for the provision of the Services on the terms and conditions set forth in this Agreement. Contractor represents that he is experienced in providing such Services.

NOW, THEREFORE, the parties hereby agree as follows:

1. General Scope of Services. Contractor promises and agrees to furnish to the District all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the Services. All Services shall be subject to, and performed in accordance with, this Agreement. Contractor shall be responsible for offering, scheduling, and conducting all tennis lessons pursuant to the provisions of this Agreement including, without limitation, the requirements for the location and Schedule of Services as set forth herein. Contractor will also make a good faith effort to provide Services on a priority basis to residents of Rossmoor in connection with the offering and scheduling tennis lessons.

2. Term. The term of this Agreement shall be for one year from the date of full execution by both Parties ("Term"), unless earlier terminated as provided herein. Provided Contractor is not in default under the provisions of this Agreement, the Term of this Agreement may be extended for two (2) successive one (1) year terms ("Extended Term(s)") pursuant to the following procedure. At least sixty (60) days prior to expiration of the Term or Extended Term, as applicable, Contractor may submit a written request to the District representative for extension of this Agreement. Any such written request must be received by the District representative not later than sixty (60) days prior to the expiration of the then current term of the Agreement. Upon receipt of such a written request, the Board of Directors of District may determine, in its sole and absolute discretion, whether to grant the request for the applicable Extended Term.

3. Prohibition Against Subcontracting/Employees; Independent Contractor. The Services shall be performed personally by Contractor and shall not be performed by any subcontractors, employees, volunteers or agents. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. District retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the term of this Agreement.

4. Location and Schedule of Services. Contractor shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the following Schedule of Services:

(a) Contractor will reserve an available court on a regular weekly basis as agreed upon by both parties and Contractor will be available during those hours and days of week to perform Services. Said schedule will be posted in District office and will serve as a means to reserve a Court.

(b) Changes to schedule may only be requested by Contractor under extraordinary circumstances by giving District reasonable notice, but not less than one week in advance of the schedule change. Requested changes are subject to approval by the District in its reasonable discretion. Disapproved requests will result in payment by Contractor, in accordance with this Agreement, as if he had utilized the court for the subject period of time.

(c) Contractor will be responsible for payment to the District for any hours reserved, regardless as to whether or not lessons were actually performed. Should Contractor be observed providing instruction other than at a reserved time and/or court, Contractor shall be charged a double fee for the time used but not reserved.

The Services shall be performed at Courts at Rossmoor Park. District shall reserve a court as agreed to by both parties for the performance of Services by Contractor for the times set forth in the Schedule of Services, as requested by Contractor. District's only obligation in connection with the provision of Services by Contractor shall be to reserve a court at Rossmoor Park in accordance with the Schedule of Services.

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

6. Standard of Care. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor shall keep himself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Services. Contractor shall be liable for all violations of such laws and regulations in connection with Services. Contractor shall execute and maintain his work so as to avoid injury or damage to any person or property. In carrying out the Services, Contractor shall exercise all necessary precautions for the safety of

individuals appropriate to the nature of the work and the conditions under which the work is to be performed.

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

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

(b) Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability*: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. (2) *Automobile Liability*: Sufficient coverage per accident for bodily injury and property as determined by the General Manager.

8. 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 who receives a tennis lesson, regardless of whether said lesson is provided to one or more individuals at the same time. The minimum amount of time for which Contractor shall charge for Services shall be in one hour intervals. 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 tennis lesson given; (ii) the corresponding fee imposed and collected for each lesson; (iii) the total amount of fees imposed and collected during the time period of the applicable statement; and (iv) the total amount of hours reserved, but Services not provided.

(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 4(b) and (c).

(e) The fees imposed, collected and remitted, as set forth herein, shall be the gross fees and there shall be no deduction or other reduction from the amounts which are subject to the calculations and payments set forth herein.



(f) At all times during the term of this Agreement, and for a period of three (3) years following the expiration or termination of this Agreement, Contractor shall maintain the statements described herein and any other documentation developed and retained in connection with Contractor's responsibilities under this Agreement. Said statements and documents shall be subject to audit and review by District at all times during the term of this Agreement and for three (3) years following expiration or termination of this Agreement.

(g) Contractor shall not be reimbursed for any expenses unless authorized in writing by District.

(h) At any time during the term of this Agreement, District may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work requested by District which is not provided for under this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from the duly authorized representative of the District.

#### 9. General Provisions.

(a) Termination of Agreement. District may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for Services which have been adequately rendered to District, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

(b) Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective parties may provide in writing for this purpose. The individuals specified herein shall be deemed the duly authorized representative of the applicable Party:

**Contractor:** Fernando Molina  
12082 Paseo Bonita  
Los Alamitos, CA

**District:** Rossmoor Community Services District  
3001 Blume Dr.  
Rossmoor, CA 90720  
Attn: General Manager

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

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

(d) Indemnification. 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 connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, regardless of District's passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of the District. Should District in its sole discretion find 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.

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

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

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

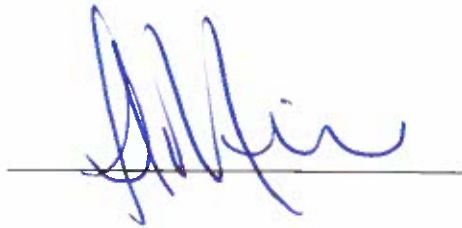
**ROSSMOOR COMMUNITY  
SERVICES DISTRICT**

By:

  
James D. Ruth  
General Manager

**FERNANDO MOLINA**

By:



**AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT BETWEEN  
ROSSMOOR COMMUNITY SERVICES DISTRICT AND BEAU BERGLUND**

This Amendment No. 1 (“Amendment No. 1”) to the Professional Services Agreement is made and entered into this 10th day of April, 2018 by and between the Rossmoor Community Services District (“District”) and Beau Berglund (“Contractor”).

RECITALS

WHEREAS, on September 12, 2017, District and Contractor entered into a Professional Services Agreement (the “Agreement”);

WHEREAS, District and Contractor now desire to amend the Agreement to provide for revisions to the location and schedule of services;

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth herein and in the Agreement amended hereby, the parties agree as follows:

1. Paragraph 4 is hereby amended to read:

4. Location and Schedule of Services. Contractor shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the following Schedule of Services:

(a) Contractor will reserve an available court on a regular weekly basis as agreed upon by both parties and Contractor will be available during those hours and days of week to perform Services.

(b) Changes to schedule may only be requested by Contractor under extraordinary circumstances by giving District 24-hour notice. Requested changes are subject to approval by the District in its reasonable discretion. Disapproved requests will result in payment by Contractor, in accordance with this Agreement, as if he had utilized the court for the subject period of time.

(c) Contractor will be responsible for payment to the District for any hours reserved, regardless as to whether or not lessons were actually performed. Should Contractor be observed providing instruction other than at a reserved time and/or court without notifying District, Contractor shall be charged, and shall pay to the District, a double fee for the time used but not reserved.

2. All terms and conditions of the Agreement that have not been amended by this Amendment No. 1 shall remain in full force and effect.

3. The individuals signing this Amendment represent and warrant that they have the right, power and authorization to bind their respective entities to the terms of this Amendment and the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed and entered into this Amendment as of the date first written above.

**DISTRICT:** **ROSSMOOR COMMUNITY SERVICES DISTRICT**

By: \_\_\_\_\_  
Tony De Marco, Board President

**CONTRACTOR:** **BEAU BERGLUND**

By: \_\_\_\_\_  
Beau Berglund

**APPROVED AS TO FORM FOR DISTRICT**

By: \_\_\_\_\_  
Tarquin Preziosi  
District General Counsel

**AMENDMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT BETWEEN  
ROSSMOOR COMMUNITY SERVICES DISTRICT AND FERNANDO MOLINA**

This Amendment No. 2 (“Amendment No. 2”) to the Professional Services Agreement is made and entered into this 10th day of April, 2018 by and between the Rossmoor Community Services District (“District”) and Fernando Molina (“Contractor”).

RECITALS

WHEREAS, on August 8, 2017, District and Contractor entered into a Professional Services Agreement (the “Agreement”);

WHEREAS, on September 12, 2017, District and Contractor entered into an amendment to the Professional Services Agreement (“Amendment No. 1”);

WHEREAS, District and Contractor now desire to amend the Agreement to provide for revisions to the location and schedule of services;

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth herein and in the Agreement amended hereby, the parties agree as follows:

1. Paragraph 4 is hereby amended to read:

4. Location and Schedule of Services. Contractor shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the following Schedule of Services:

(a) Contractor will reserve an available court on a regular weekly basis as agreed upon by both parties and Contractor will be available during those hours and days of week to perform Services.

(b) Changes to schedule may only be requested by Contractor under extraordinary circumstances by giving District 24-hour notice. Requested changes are subject to approval by the District in its reasonable discretion. Disapproved requests will result in payment by Contractor, in accordance with this Agreement, as if he had utilized the court for the subject period of time.

(c) Contractor will be responsible for payment to the District for any hours reserved, regardless as to whether or not lessons were actually performed. Should Contractor be observed providing instruction other than at a reserved time and/or court without notifying District, Contractor shall be charged, and shall pay to the District, a double fee for the time used but not reserved.

2. All terms and conditions of the Agreement that have not been amended by this Amendment No. 2 shall remain in full force and effect.

3. The individuals signing this Amendment represent and warrant that they have the right, power and authorization to bind their respective entities to the terms of this Amendment and the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed and entered into this Amendment as of the date first written above.

**DISTRICT:**

**ROSSMOOR COMMUNITY SERVICES DISTRICT**

By: \_\_\_\_\_  
Tony De Marco, Board President

**CONTRACTOR:**

**FERNANDO MOLINA**

By: \_\_\_\_\_  
Fernando Molina

**APPROVED AS TO FORM FOR DISTRICT**

By: \_\_\_\_\_  
Tarquin Preziosi  
District General Counsel