

ROSSMOOR

COMMUNITY SERVICES DISTRICT



Regular Meeting of the Board Agenda Package

March 13, 2018

BOARD OF DIRECTORS

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

REGULAR MEETING

RUSH PARK
3021 Blume Drive
Rossmoor, California

Tuesday, March 13, 2018

7:00 p.m.

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

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 February 13, 2018—Receive and file.

2. JANUARY 2018 REVENUE AND EXPENDITURE REPORT—Receive and file.

F. PUBLIC HEARING-None

G. RESOLUTIONS—None

ORDINANCES-None

H. REGULAR CALENDAR

1. ADOPTION OF FY 2018-2019 BUDGET CALENDAR.

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

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

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

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.

CERTIFICATION OF POSTING

I hereby certify that the attached Agenda for the March 13, 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:

Elizabeth Deering

Date 03/7/18

for JAMES D. RUTH
General Manager

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM A-4a.

Date: March 13, 2018
To: Honorable Board of Directors
From: General Manager
Subject: OCTA RE: PRESENTATION ON I-605 KATELLA INTERCHANGE PROJECT

RECOMMENDATION:

Receive presentation.

BACKGROUND:

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

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

ATTACHMENTS

1. OCTA Slide Presentation (*Pending-Will be available at time of board meeting*)

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM E-1a.

Date: March 13, 2018
To: Honorable Board of Directors
From: General Manager
Subject: MINUTES: REGULAR MEETING OF FEBRUARY 13, 2018

RECOMMENDATION:

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

BACKGROUND:

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

ATTACHMENTS:

1. Minutes-Regular Meeting of February 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, February 13, 2018

A. ORGANIZATION

1. CALL TO ORDER: 7:01 P.M.

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

3. PLEDGE OF ALLEGIANCE

4. PRESENTATIONS:

a. Orange County Sheriff's Department Lt. Jeff Puckett: Quarterly Crime Statistics

Sergeant Feely with the Orange County Sheriff's Department reported on Rossmoor Crime Statistics for the 4th Quarter of 2017. Director Nitikman had questions relative to the Board's request about obtaining data and statistics related to suspect apprehensions and crime resolutions. General Manager Ruth stated that he had met with Lt. Puckett regarding reformatting the crime statistics report. Lieutenant Puckett, agreed to research the possibility of including the requested crime resolution data. To the extent possible, such data could be included as long as it was readily available and did not violate any privacy disclosure laws. Discussion ensued relative to an increase in law enforcement presence in December to deter the increase in residential burglaries. Sergeant Feely stated that there was definitely and increased presence which included undercover officers and a supplemental task force. The presentation was received and filed.

B. ADDITIONS TO AGENDA—None

C. PUBLIC FORUM:

Bev Houghton, President of the Rossmoor Homeowners Association announced that the next RHA Board Meeting would be held on Tuesday, February 20, 2018. The scheduled guest speaker was Orange County Public Works Code Enforcement Officer, Chris Casillas. She encouraged everyone to attend. She also announced that April 17, 2018 was the application deadline to be on the ballot for the RHA Board of Directors. She concluded by stating that the committee was in the process of planning this year's Rossmoor Community Festival on the first Sunday in May. For more information, or to volunteer, visit www.rossmoorfestival.com.

D. REPORTS TO THE BOARD:

AT THIS TIME ITEM D-1 WAS MOVED DOWN IN THE AGENDA TO BE COMBINED WITH ITEM G-1 RESOLUTION NO. 18-02-13-01 ESTABLISHING THE ANNUAL BUDGET REVENUES AND EXPENDITURES MID-YEAR BUDGET ADJUSTMENT TOTAL AMOUNTS FOR FISCAL YEAR 2017-2018 FOR THE ROSSMOOR COMMUNITY SERVICES DISTRICT.

1. REPORT OF THE BUDGET COMMITTEE RE: 2017-2018 MID-YEAR BUDGET ADJUSTMENTS

2. QUARTERLY STATUS REPORT

The General Manager reported on the fourth quarter status report related to the District's Goals and Objectives. The report was received and filed.

3. QUARTERLY RECREATION REPORT

Recreation Superintendent Chris Argueta presented the Quarterly Recreation Report to the Board. He discussed the successful 2017 Rossmoor Winter Festival and other recreation programs. The report was received and filed.

4. QUARTERLY TREE REPORT

Tree Consultant Mary Kingman presented the Quarterly Tree Report to the Board. She discussed recent tree-related infographic additions to the website as well as the overall urban forest management over the quarter. The report was received and filed.

E. CONSENT CALENDAR:

1a. MINUTES REGULAR BOARD MEETING—January 9, 2018

1b. MINUTES PIFC MEETING—January 9, 2018

2. REVENUE AND EXPENDITURE REPORT—DECEMBER 2017

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:

ITEM D-1 REPORT OF THE BUDGET COMMITTEE RE: 2017 MID-YEAR BUDGET ADJUSTMENTS WAS ACTED UPON AT THIS TIME

Recommendation to adopt the Mid-Year Budget Amendments for FY 2016-2017 and approve Resolution No. 18-02-13-01 and Attachment A. The General Manager reported that the Budget Committee met on February 6, 2017 to discuss and make recommendations on the District's

Mid-Year Budget Amendments. The Amended Budget incorporated is the Budget Committee's recommendations. Discussion ensued relative to the increased revenue and decreased expenditure trend as well as continuing to build up District reserves. The General Manager stated that the District did not anticipate any impact from early payoff of the Rush Park Bond.

Motion by Director Maynard seconded by Director Nitikman to adopt the Mid-Year Budget Amendments for FY 2016-2017. Motion passed 3-0.

1. RESOLUTION NO. 18-02-13-01

Motion by Director Maynard, seconded by Director Nitikman to approve by roll call vote, Resolution No. 18-02-13-01 by reading the title only and waiving further reading as follows:

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ROSSMOOR COMMUNITY SERVICES DISTRICT ESTABLISHING THE ANNUAL BUDGET REVENUES AND EXPENDITURES MID-YEAR BUDGET ADJUSTMENT TOTAL AMOUNTS FOR FISCAL YEAR 2017-2018 FOR THE ROSSMOOR COMMUNITY SERVICES DISTRICT

Resolution No. 18-02-13-01 was unanimously approved by roll call vote. Motion passed 3-0.

ORDINANCES—None

H. REGULAR CALENDAR:

1. REPORT OF THE GENERAL MANAGER RE: 2017 UPDATE OF THE FIVE-YEAR FISCAL PLAN

Receive the report of the Budget Committee recommending approval of the 2017 update of the District's Five-Year Fiscal Plan.

The General Manager reported that the Budget Committee met on February 6, 2017 and reviewed the 2017 update of the Five-Year Fiscal Plan prepared by HTGroup. It was the consensus of the Committee to forward the Plan to the Board for their review and adoption. Attached is Agenda Item C-1 which was presented to the Committee. Henry Taboada with HTGroup presented the Five-Year Fiscal Plan to the Board. Discussion ensued. The report of the Budget Committee approving the 2017 Update of the Five-Year Fiscal Plan was received and filed.

2. SECOND READING OF PROPOSED REVISIONS TO BOARD POLICY NO 3025 FINANCIAL AUDIT

Give second reading proposed revisions of Policy No. 3025 Annual Financial Audit.

At its regular meeting of December 12, 2017 the RCSD Board of Directors gave first reading to proposed revisions to Board Policy No. 3025 Financial Audit. Additional revisions were requested by the Board prior to the policy being brought back for second reading and possible adoption. The attached policy changes have been reviewed by General Counsel with no recommended changes. Discussion ensued.

Motion by Director Nitikman, seconded by Director Maynard to approve proposed revisions to Board Policy No. 3025 Financial Audit. Motion passed 3-0.

3 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). Director Nitikman had questions relative to insurance requirements, background checks for parental volunteers, Exhibit A and Exhibit B. Lengthy discussion ensued relative to these items. The item was tabled temporarily until Recreation Superintendent, Chris Argueta located the missing exhibits in the main office.

4. DISCUSSION AND POSSIBLE ACTION RE: PROPOSED REVISIONS TO LOS ALAMITOS YOUTH CENTER COOPERATIVE PROGRAM AGREEMENT AT ROSSMOOR PARK COMMUNITY CENTER

Recommendation to approve the request of Lina Lumme, Executive Director of the Youth Center, to continue a partnering relationship with the RCSD in providing the annual Summer Day Camp Program and R.A.S.C.A.L.S. After School Program at Rossmoor Park.

The General Manager reported that staff has created a new Cooperative Programming Agreement that would encompass both the Day Camp and the proposed After School Program. The Agreement outlines roles and responsibilities of both the District and the Youth Center. The Agreement includes insurance requirements, financial responsibilities in the event the facility is damaged, water conservation requirements, use of the facility, maintenance responsibilities, etc. The Agreement has been reviewed by the District's General Counsel, who has no issues with the attached agreement.

Lina Lumme reported to the Board on the success of last year's Camp Shark and the After School Program. She thanked the District for its many years of successful co-sponsorship and support, which helped to make the program available to low income families. She provided an overview of the many local youth volunteers, staff and campers served by program every year. The summer camp has maintained its 5 star rating and last year's Shark Camp introduced additional educational offerings such as science and marine biology, boat trips and recreational excursions and Girl Scout Mobile Library. This year they would be adding additional walking field trips. Discussion ensued relative to the insurance policy \$3 million aggregate amount versus the \$1 million per occurrence. Lena agreed to increase the per occurrence amount to \$2 million.

Motion by Director Maynard, seconded by Director Nitikman to authorize the General Manager to enter into a new 3 year cooperative program agreement with the Los Alamitos Youth Center for the Camp Shark Summer Day Camp and R.A.S.C.A.L.S. After School Program. Motion passed 3-0.

AT THIS TIME THE BOARD RESUMED DISCUSSION ON ITEM H-3

3 DISCUSSION AND POSSIBLE ACTION RE: RENEWAL OF CHILDREN'S GARDEN PRESCHOOL AGREEMENT AT ROSSMOOR PARK COMMUNITY

CENTER.

Discussion continued relative to the Schedule of Use, Scope of Services, length of the agreement and insurance. Cathy Bailey and Sandy Hill answered questions from the Board. It was the consensus of the Board that the agreement be tabled until p. 126, paragraph 3 Term and Termination section could be edited according to General Counsel's recommendations; reformatted to include a clearly outlined Schedule of Use and Scope of Services and brought back for the Board's consideration at its next regular board meeting.

5. DISCUSSION AND POSSIBLE ACTION RE: APPROVAL OF CITY OF LOS ALAMITOS JFTB 4TH OF JULY FIREWORKS FUNDING REQUEST

Recommendation to Authorize General Manager to contribute the original \$8,700 in funds to the 31st Annual 4th 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.

Discussion ensued relative to the rationale behind the annual requests for contribution increases, the quality of the event and what efforts the City of Los Alamitos has undertaken to raise funds. It was the consensus of the Board to table the item until the March 13, 2018 board meeting when representatives from the City of Los Alamitos could be available to present their justification for the request for an increase in the District's contribution along with a clear vision for the future. General Manager Ruth agreed to reach out to City Manager Brett Plumlee.

I. GENERAL MANAGER ITEMS:

The General Manager reported that the LA Seismic Study has been completed. The study seems to have gone well and he would update the Board with more information as it became available. He briefed the Board on the Street Sweeping Meeting he held with Street Sweeping Contractor R.F. Dickson's Steve Dickson, Orange County Sheriff Department's Lt. Jeff Puckett and Supervisor Steel's Office Representative Tim Whitacre, in order to discuss possible alternatives for street sweeping signage, notifications and citations. Unfortunately, all options discussed involved raising costs significantly and were not feasible for the Rossmoor Community. He further reported that RCSD staff has completed a Street Condition Survey and pothole map. The General Manager contacted the OCPW Supervisor regarding the potholes. Today he spoke with the inspector in person, who informed him that the County is the process of inspecting the areas identified for repair. Regarding the Crosswalks Removal at St. Cloud, the General Manager notified County Public Works who informed him that, as indicated on the notification signage near the area, they are seeking public input at Druid Street/St.Cloud before making a final decision. He also reported the status of LED Street Light Upgrades involving the County of Orange and Southern California Edison.

The General Manager announced that OCTA will make a presentation at the March 13th RCSD Board meeting on the proposed I-605 Katella intersection improvements. Brightview Landscaping Services & HTGroup Contracts will be up for consideration at the March meeting. He remarked that Accountant/Bookkeeper, Kathy Bell has had her knee operation and is doing well while recovering at home.

J. BOARD MEMBER ITEMS:

Director Nitikman requested that the General Manager follow up with CalTrans regarding I-405 Connector Project noise mitigation. General Counsel, Tarquin Preziosi stated that he would research the EIR/CEQUA question; however it was doubtful the District had any legal standing to bring an action for EIR violations. Director Nitikman opined relative to the format of the General Manager Status Report and how it related back to the Mission, Goals and Objectives. He remarked that the status updates should more clearly correspond to how we are achieving those objectives. He also requested more detail in the nature of the tree requests, how timely they are being addressed, and a report of vacant sites.

Director Maynard agreed with Director Nitikman that there needed to be a follow up with CalTrans and the I-405 Connector Project Noise Mitigation Requirements. He stated that independent of jurisdiction, the District needed its own clarity and understanding relative to whether or not covenants were made to the residents and whether the agency is in breach of those covenants. Director Maynard reminded everyone about the upcoming Rossmoor Community Festival and encouraged them to attend.

President DeMarco thanked the Orange County Sheriff's Department for their Crime Statistics report. He wished Accountant Bookkeeper Kathy Bell a speedy recovery. He also thanked LAUSD Superintendent Dr. Sherry Kropp and congratulated her on being awarded the 2018 Orange County Superintendent of the Year. He stated that RCSD should acknowledge her with a proclamation in June. President DeMarco further opined relative to Street Sweeping and citations. He stated that the District has met with R.F. Dickson and OCSD several times, but unfortunately, the District has little control and no viable options to improve the situation. RCSD only manages the street sweeping contract and options to add additional signage and dedicated ticket writers are both unrealistic and costly. He encouraged residents to propose any additional solutions the District has not already considered. President DeMarco advised the community regarding the County crosswalk removal on Druid/ St. Cloud. He suggested solar crosswalks on Montecito Road and St. Cloud. He concluded by wishing his wife, Rachel DeMarco a Happy Birthday.

K. CLOSED SESSION—None

L. ADJOURNMENT:

Motion by Director Maynard, seconded by Director Nitikman to adjourn the regular meeting at 8:50 p.m. Motion passed 3-0.

SUBMITTED BY:

James D. Ruth
General Manager

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM E-2.

Date March 13, 2018
To: Honorable Board of Directors
From: General Manager
Subject: REVENUE & EXPENDITURE REPORT - JANUARY, 2018

RECOMMENDATION:

Receive and file the Revenue and Expenditure Report for January, 2018.

BACKGROUND:

The Revenue & Expenditure Report is submitted on a monthly basis as an indication of the District's unaudited year-to-date revenues and expenses. Where appropriate, footnotes provide information which explains current anomalies.

ATTACHMENTS:

1. Revenue & Expenditure Report for the month of January, 2018.

REVENUE / EXPENDITURE SUMMARY REPORT
 FUND 10 - GENERAL FUND
 January 2018 @ 58.34

	Original Budget	Amended Budget	YTD Actual	Current Month	Unenc. Balance	% Budget
Revenues						
PROPERTY TAXES	908,835.00	908,835.00	579,150.16	70,610.98	329,684.84	63.7
STREET LIGHT ASSESSMENTS	314,600.00	314,600.00	202,644.31	25,258.62	111,955.69	64.4
USE OF MONEY AND PROPERTY	3,000.00	3,000.00	3,190.67	237.73	-190.67	106.4
OTHER GOVERNMENT AGENCIES	60,400.00	60,400.00	2,580.87	1,806.61	57,819.13	4.3
FEES AND SERVICES	158,700.00	158,700.00	116,297.25	32,008.00	42,402.75	73.3
OTHER REVENUE	22,000.00	22,000.00	20,387.63	0.00	1,612.37	92.7
TRANSFER IN OTHER FUNDS	0.00	0.00	0.00	0.00	0.00	0.0
Total Revenues	1,467,535.00	1,467,535.00	924,250.89	129,921.94	543,284.11	63.0
Expenditures						
ADMINISTRATION	420,275.00	420,275.00	238,905.92	18,994.89	181,369.08	56.8
RECREATION	138,628.00	138,628.00	91,607.96	8,961.80	47,020.04	66.1
ROSSMOOR PARK	196,335.00	196,335.00	106,819.61	9,495.07	89,515.39	54.4
MONTECITO CENTER	84,950.00	84,950.00	49,287.52	5,219.42	35,662.48	58.0
RUSH PARK	219,750.00	219,750.00	127,613.74	12,904.19	92,136.26	58.1
STREET LIGHTING	107,715.00	107,715.00	55,382.06	8,622.07	52,332.94	51.4
ROSSMOOR WALL	2,100.00	2,100.00	2,098.67	0.00	1.33	99.9
STREET SWEEPING	53,650.00	53,650.00	27,767.38	4,751.21	25,882.62	51.8
PARKWAY TREES	133,737.00	133,737.00	49,786.92	3,338.98	83,950.08	37.2
MINI-PARKS, MEDIANS & TRIANGLE	14,562.00	14,562.00	9,936.93	1,561.77	4,625.07	68.2
Total Expenditures	1,371,702.00	1,371,702.00	759,206.71	73,849.40	612,495.29	55.3

**Audited Fund Balance
 at June 30, 2016**

\$ 739,612.00

REVENUE REPORT
January 2018 @ 58.34%

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2/4/2018
1:35 pm

Rossmoor Community

For the Period: 7/1/2017 to 1/31/2018	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 10 - GENERAL FUND							
Revenues							
Dept: 00							
PROPERTY TAXES	908,835.00	908,835.00	579,150.16	70,610.98	0.00	329,684.84	63.7
ASSESSMENTS	314,600.00	314,600.00	202,644.31	25,258.62	0.00	111,955.69	64.4
USE OF MONEY AND PROPERTY	3,000.00	3,000.00	3,190.67	237.73	0.00	-190.67	106.4
OTHER GOVERNMENT AGENCIES	60,400.00	60,400.00	2,580.87	1,806.61	0.00	57,819.13	4.3
FEES AND SERVICES	158,700.00	158,700.00	116,297.25	32,008.00	0.00	42,402.75	73.3
OTHER REVENUE	22,000.00	22,000.00	20,387.63	0.00	0.00	1,612.37	92.7
Dept: 00	1,467,535.00	1,467,535.00	924,250.89	129,921.94	0.00	543,284.11	63.0
Revenues	1,467,535.00	1,467,535.00	924,250.89	129,921.94	0.00	543,284.11	63.0
Grand Total Net Effect:	1,467,535.00	1,467,535.00	924,250.89	129,921.94	0.00	543,284.11	

Rossmoor Community

For the Period: 7/1/2017 to 1/31/2018

Fund: 10 - GENERAL FUND

Expenditures

Dept: 10 ADMINISTRATION

	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
SALARIES AND BENEFITS	283,205.00	283,205.00	156,917.48	14,574.75	0.00	126,287.52	55.4
OPERATIONS AND MAINTENANCE	75,350.00	75,350.00	46,076.58	2,940.03	0.00	29,273.42	61.2
CONTRACT SERVICES	57,720.00	57,720.00	35,911.86	1,480.11	0.00	21,808.14	62.2
CAPITAL EXPENDITURES	4,000.00	4,000.00	0.00	0.00	0.00	4,000.00	0.0

ADMINISTRATION	420,275.00	420,275.00	238,905.92	18,994.89	0.00	181,369.08	56.8
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Dept: 20 RECREATION

SALARIES AND BENEFITS	95,408.00	95,408.00	56,346.04	4,614.82	0.00	39,061.96	59.1
OPERATIONS AND MAINTENANCE	41,220.00	41,220.00	34,861.97	4,310.33	0.00	6,358.03	84.6
CONTRACT SERVICES	1,000.00	1,000.00	399.95	36.65	0.00	600.05	40.0
CAPITAL EXPENDITURES	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	0.0

RECREATION	138,628.00	138,628.00	91,607.96	8,961.80	0.00	47,020.04	66.1
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Dept: 30 ROSSMOOR PARK

SALARIES AND BENEFITS	83,120.00	83,120.00	46,360.44	4,087.46	0.00	36,759.56	55.8
OPERATIONS AND MAINTENANCE	75,115.00	75,115.00	40,374.68	2,618.09	0.00	34,740.32	53.8
CONTRACT SERVICES	38,100.00	38,100.00	20,084.49	2,789.52	0.00	18,015.51	52.7

ROSSMOOR PARK	196,335.00	196,335.00	106,819.61	9,495.07	0.00	89,515.39	54.4
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Dept: 40 MONTECITO CENTER

SALARIES AND BENEFITS	61,530.00	61,530.00	34,513.84	3,105.57	0.00	27,016.16	56.1
OPERATIONS AND MAINTENANCE	17,220.00	17,220.00	11,869.99	1,778.73	0.00	5,350.01	68.9
CONTRACT SERVICES	5,700.00	5,700.00	2,903.69	335.12	0.00	2,796.31	50.9
CAPITAL EXPENDITURES	500.00	500.00	0.00	0.00	0.00	500.00	0.0

MONTECITO CENTER	84,950.00	84,950.00	49,287.52	5,219.42	0.00	35,662.48	58.0
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Dept: 50 RUSH PARK

SALARIES AND BENEFITS	86,770.00	86,770.00	47,866.66	4,087.46	0.00	38,903.34	55.2
OPERATIONS AND MAINTENANCE	94,880.00	94,880.00	59,662.59	6,027.21	0.00	35,217.41	62.9
CONTRACT SERVICES	38,100.00	38,100.00	20,084.49	2,789.52	0.00	18,015.51	52.7

RUSH PARK	219,750.00	219,750.00	127,613.74	12,904.19	0.00	92,136.26	58.1
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Dept: 60 STREET LIGHTING

OPERATIONS AND MAINTENANCE	715.00	715.00	413.97	46.65	0.00	301.03	57.9
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EXPENDITURE REPORT
January 2018 @ 58.34%

Rossmoor Community

For the Period: 7/1/2017 to 1/31/2018	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 10 - GENERAL FUND							
Expenditures							
Dept: 60 STREET LIGHTING							
CONTRACT SERVICES	107,000.00	107,000.00	54,968.09	8,575.42	0.00	52,031.91	51.4
STREET LIGHTING	107,715.00	107,715.00	55,382.06	8,622.07	0.00	52,332.94	51.4
Dept: 65 ROSSMOOR WALL							
OPERATIONS AND MAINTENANCE	2,100.00	2,100.00	2,098.67	0.00	0.00	1.33	99.9
ROSSMOOR WALL	2,100.00	2,100.00	2,098.67	0.00	0.00	1.33	99.9
Dept: 70 STREET SWEEPING							
OPERATIONS AND MAINTENANCE	650.00	650.00	399.03	46.65	0.00	250.97	61.4
CONTRACT SERVICES	53,000.00	53,000.00	27,368.35	4,704.56	0.00	25,631.65	51.6
STREET SWEEPING	53,650.00	53,650.00	27,767.38	4,751.21	0.00	25,882.62	51.8
Dept: 80 PARKWAY TREES							
SALARIES AND BENEFITS	23,562.00	23,562.00	12,175.97	1,057.20	0.00	11,386.03	51.7
OPERATIONS AND MAINTENANCE	1,675.00	1,675.00	876.91	101.23	0.00	798.09	52.4
CONTRACT SERVICES	83,500.00	83,500.00	28,296.84	205.75	0.00	55,203.16	33.9
CAPITAL EXPENDITURES	25,000.00	25,000.00	8,437.20	1,974.80	0.00	16,562.80	33.7
PARKWAY TREES	133,737.00	133,737.00	49,786.92	3,338.98	0.00	83,950.08	37.2
Dept: 90 MINI-PARKS AND MEDIANS							
SALARIES AND BENEFITS	1,122.00	1,122.00	595.45	51.57	0.00	526.55	53.1
OPERATIONS AND MAINTENANCE	9,290.00	9,290.00	7,030.65	1,200.06	0.00	2,259.35	75.7
CONTRACT SERVICES	4,050.00	4,050.00	2,310.83	310.14	0.00	1,739.17	57.1
CAPITAL EXPENDITURES	100.00	100.00	0.00	0.00	0.00	100.00	0.0
MINI-PARKS AND MEDIANS	14,562.00	14,562.00	9,936.93	1,561.77	0.00	4,625.07	68.2
Expenditures	1,371,702.00	1,371,702.00	759,206.71	73,849.40	0.00	612,495.29	55.3
Grand Total Net Effect:	-1,371,702.00	-1,371,702.00	-759,206.71	-73,849.40	0.00	-612,495.29	

REVENUE/EXPENDITURE REPORT

January 2018 @ 58.34%

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Rossmoor Community

For the Period: 7/1/2017 to 1/31/2018	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 10 - GENERAL FUND							
Revenues							
Dept: 00							
Acct Class: 30 PROPERTY TAXES							
3000 Current Secured Property Taxes	842,400.00	842,400.00	529,135.93	54,106.63	0.00	313,264.07	62.8
3001 Current unsecured prop tax	26,000.00	26,000.00	23,116.74	3,108.51	0.00	2,883.26	88.9
3002 Prior secured property taxes	7,100.00	7,100.00	4,345.05	558.37	0.00	2,754.95	61.2
3003 Prior unsecured prop taxes	535.00	535.00	0.00	0.00	0.00	535.00	0.0
3004 Delinquent property taxes	800.00	800.00	0.00	0.00	0.00	800.00	0.0
3010 Current supplemental assessm	18,000.00	18,000.00	15,095.96	5,380.99	0.00	2,904.04	83.9
3020 Public utility tax	14,000.00	14,000.00	7,456.48	7,456.48	0.00	6,543.52	53.3
PROPERTY TAXES	908,835.00	908,835.00	579,150.16	70,610.98	0.00	329,684.84	63.7
Acct Class: 31 ASSESSMENTS							
3105 Street light assessments	314,600.00	314,600.00	202,644.31	25,258.62	0.00	111,955.69	64.4
ASSESSMENTS	314,600.00	314,600.00	202,644.31	25,258.62	0.00	111,955.69	64.4
Acct Class: 32 USE OF MONEY AND PROPERTY							
3200 Interest on investments	3,000.00	3,000.00	3,190.67	237.73	0.00	-190.67	106.4
USE OF MONEY AND PROPERTY	3,000.00	3,000.00	3,190.67	237.73	0.00	-190.67	106.4
Acct Class: 33 OTHER GOVERNMENT AGENCIES							
3301 State homeowner proptax relief	5,400.00	5,400.00	2,580.87	1,806.61	0.00	2,819.13	47.8
3305 County street sweep reimburse	55,000.00	55,000.00	0.00	0.00	0.00	55,000.00	0.0
OTHER GOVERNMENT AGENCIES	60,400.00	60,400.00	2,580.87	1,806.61	0.00	57,819.13	4.3
Acct Class: 34 FEES AND SERVICES							
3404 Court reservations	12,500.00	12,500.00	10,760.25	1,952.00	0.00	1,739.75	86.1
3405 Wall Rental	500.00	500.00	400.00	140.00	0.00	100.00	80.0
3406 Ball field reservations	23,000.00	23,000.00	16,966.50	6,052.00	0.00	6,033.50	73.8
3410 Rossmoor building rental	16,500.00	16,500.00	8,099.50	3,470.00	0.00	8,400.50	49.1
3412 Montecito building rental	25,200.00	25,200.00	23,731.50	8,650.50	0.00	1,468.50	94.2
3414 Rush Park Building Rental	81,000.00	81,000.00	56,339.50	11,743.50	0.00	24,660.50	69.6
FEES AND SERVICES	158,700.00	158,700.00	116,297.25	32,008.00	0.00	42,402.75	73.3
Acct Class: 35 OTHER REVENUE							
3500 Other miscellaneous revenue	2,000.00	2,000.00	387.63	0.00	0.00	1,612.37	19.4
3502 Administrative Fee	20,000.00	20,000.00	20,000.00	0.00	0.00	0.00	100.0
OTHER REVENUE	22,000.00	22,000.00	20,387.63	0.00	0.00	1,612.37	92.7
Dept: 00	1,467,535.00	1,467,535.00	924,250.89	129,921.94	0.00	543,284.11	63.0
Revenues	1,467,535.00	1,467,535.00	924,250.89	129,921.94	0.00	543,284.11	63.0
Expenditures							
Dept: 10 ADMINISTRATION							
Acct Class: 40 SALARIES AND BENEFITS							
4000 Board of Directors Compensatr	10,000.00	10,000.00	4,700.00	0.00	0.00	5,300.00	47.0
4001 Salaries - Full-time	200,175.00	200,175.00	105,053.60	8,140.65	0.00	95,121.40	52.5
4002 Salaries - Part-time	0.00	0.00	4,180.00	1,080.00	0.00	-4,180.00	0.0
4003 Salaries - Overtime	5,300.00	5,300.00	4,028.92	403.79	0.00	1,271.08	76.0
4007 Vehicle Allowance	450.00	450.00	98.91	0.00	0.00	351.09	22.0
4010 Workers Compensation Insurance	5,500.00	5,500.00	4,453.58	420.34	0.00	1,046.42	81.0
4011 Medical Insurance	44,000.00	44,000.00	24,997.61	3,555.64	0.00	19,002.39	56.8
4015 Federal Payroll Tax -FICA	17,000.00	17,000.00	8,990.75	733.73	0.00	8,009.25	52.9
4018 State Payroll Taxes	780.00	780.00	414.11	240.60	0.00	365.89	53.1
SALARIES AND BENEFITS	283,205.00	283,205.00	156,917.48	14,574.75	0.00	126,287.52	55.4
Acct Class: 50 OPERATIONS AND MAINTENANCE							
5002 Insurance - Liability	15,900.00	15,900.00	15,892.04	0.00	0.00	7.96	99.9
5004 Memberships and Dues	6,400.00	6,400.00	5,558.99	0.00	0.00	841.01	86.9
5006 Travel & Meetings	1,000.00	1,000.00	483.54	0.00	0.00	516.46	48.4

REVENUE/EXPENDITURE REPORT

January 2018 @ 58.34%

Rossmoor Community

For the Period: 7/1/2017 to 1/31/2018	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 10 - GENERAL FUND							
Expenditures							
Dept: 10 ADMINISTRATION							
Acct Class: 50 OPERATIONS AND MAINTENANCE							
5007 Televised Meeting Costs	21,000.00	21,000.00	12,112.75	1,738.25	0.00	8,887.25	57.7
5010 Publications & Legal Notices	7,200.00	7,200.00	2,114.51	44.83	0.00	5,085.49	29.4
5012 Printing	1,000.00	1,000.00	441.29	0.00	0.00	558.71	44.1
5014 Postage	1,800.00	1,800.00	1,092.85	193.50	0.00	707.15	60.7
5016 Office Supplies	7,200.00	7,200.00	2,731.38	309.80	0.00	4,468.62	37.9
5020 Telephone	1,950.00	1,950.00	1,197.16	95.15	0.00	752.84	61.4
5021 Computer Costs	3,700.00	3,700.00	1,154.64	0.00	0.00	2,545.36	31.2
5045 Miscellaneous Expenditures	6,500.00	6,500.00	2,051.38	398.84	0.00	4,448.62	31.6
5046 Bank Service Charge	1,700.00	1,700.00	1,246.05	159.66	0.00	453.95	73.3
OPERATIONS AND MAINTENANCE	75,350.00	75,350.00	46,076.58	2,940.03	0.00	29,273.42	61.2
Acct Class: 56 CONTRACT SERVICES							
5610 Legal Counsel	21,000.00	21,000.00	12,100.00	700.00	0.00	8,900.00	57.6
5615 Financial Audit-Consulting	10,720.00	10,720.00	11,300.00	0.00	0.00	-580.00	105.4
5670 Other Professional Services	26,000.00	26,000.00	12,511.86	780.11	0.00	13,488.14	48.1
CONTRACT SERVICES	57,720.00	57,720.00	35,911.86	1,480.11	0.00	21,808.14	62.2
Acct Class: 60 CAPITAL EXPENDITURES							
6010 Equipment	4,000.00	4,000.00	0.00	0.00	0.00	4,000.00	0.0
CAPITAL EXPENDITURES	4,000.00	4,000.00	0.00	0.00	0.00	4,000.00	0.0
ADMINISTRATION	420,275.00	420,275.00	238,905.92	18,994.89	0.00	181,369.08	56.8
Dept: 20 RECREATION							
Acct Class: 40 SALARIES AND BENEFITS							
4001 Salaries - Full-time	50,500.00	50,500.00	25,946.45	2,156.55	0.00	24,553.55	51.4
4002 Salaries - Part-time	18,600.00	18,600.00	15,496.38	1,035.71	0.00	3,103.62	83.3
4003 Salaries - Overtime	5,200.00	5,200.00	2,439.83	22.49	0.00	2,760.17	46.9
4005 Salaries - Event Attendant	1,000.00	1,000.00	521.25	0.00	0.00	478.75	52.1
4007 Vehicle Allowance	100.00	100.00	0.00	0.00	0.00	100.00	0.0
4010 Workers Compensation Insurance	2,350.00	2,350.00	2,005.04	169.92	0.00	344.96	85.3
4011 Medical Insurance	11,270.00	11,270.00	6,354.97	903.94	0.00	4,915.03	56.4
4015 Federal Payroll Tax -FICA	5,988.00	5,988.00	3,395.93	245.86	0.00	2,592.07	56.7
4018 State Payroll Taxes	400.00	400.00	186.19	80.35	0.00	213.81	46.5
SALARIES AND BENEFITS	95,408.00	95,408.00	56,346.04	4,614.82	0.00	39,061.96	59.1
Acct Class: 50 OPERATIONS AND MAINTENANCE							
5006 Travel & Meetings	200.00	200.00	166.64	0.00	0.00	33.36	83.3
5010 Publications & Legal Notices	420.00	420.00	241.83	0.00	0.00	178.17	57.6
5012 Printing	100.00	100.00	328.86	0.00	0.00	-228.86	328.9
5014 Postage	150.00	150.00	82.26	14.40	0.00	67.74	54.8
5016 Office Supplies	1,000.00	1,000.00	588.47	62.14	0.00	411.53	58.8
5017 Community Events	28,000.00	28,000.00	23,511.92	4,093.81	0.00	4,488.08	84.0
5019 Fireworks	8,700.00	8,700.00	8,700.00	0.00	0.00	0.00	100.0
5020 Telephone	1,900.00	1,900.00	1,241.99	139.98	0.00	658.01	65.4
5045 Miscellaneous Expenditures	500.00	500.00	0.00	0.00	0.00	500.00	0.0
5051 Equipment Rental	250.00	250.00	0.00	0.00	0.00	250.00	0.0
OPERATIONS AND MAINTENANCE	41,220.00	41,220.00	34,861.97	4,310.33	0.00	6,358.03	84.6
Acct Class: 56 CONTRACT SERVICES							
5670 Other Professional Services	1,000.00	1,000.00	399.95	36.65	0.00	600.05	40.0
CONTRACT SERVICES	1,000.00	1,000.00	399.95	36.65	0.00	600.05	40.0
Acct Class: 60 CAPITAL EXPENDITURES							
6010 Equipment	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	0.0
CAPITAL EXPENDITURES	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	0.0

REVENUE/EXPENDITURE REPORT

January 2018 @ 58.34%

Rossmoor Community

For the Period: 7/1/2017 to 1/31/2018

Original Bud. Amended Bud. YTD Actual CURR MTH Encumb. YTD UnencBal % Bud

Fund: 10 - GENERAL FUND

Expenditures

	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
RECREATION	138,628.00	138,628.00	91,607.96	8,961.80	0.00	47,020.04	66.1
Dept: 30 ROSSMOOR PARK							
Acct Class: 40 SALARIES AND BENEFITS							
4001 Salaries - Full-time	38,000.00	38,000.00	20,410.64	1,562.81	0.00	17,589.36	53.7
4002 Salaries - Part-time	19,000.00	19,000.00	9,885.64	704.30	0.00	9,114.36	52.0
4003 Salaries - Overtime	2,500.00	2,500.00	1,270.02	48.49	0.00	1,229.98	50.8
4010 Workers Compensation Insurance	5,500.00	5,500.00	4,451.91	420.34	0.00	1,048.09	80.9
4011 Medical Insurance	13,500.00	13,500.00	7,850.23	1,116.63	0.00	5,649.77	58.1
4015 Federal Payroll Tax -FICA	4,370.00	4,370.00	2,412.92	176.99	0.00	1,957.08	55.2
4018 State Payroll Taxes	250.00	250.00	79.08	57.90	0.00	170.92	31.6
SALARIES AND BENEFITS	83,120.00	83,120.00	46,360.44	4,087.46	0.00	36,759.56	55.8
Acct Class: 50 OPERATIONS AND MAINTENANCE							
5010 Publications & Legal Notices	500.00	500.00	241.83	0.00	0.00	258.17	48.4
5012 Printing	50.00	50.00	37.82	0.00	0.00	12.18	75.6
5014 Postage	50.00	50.00	28.00	4.95	0.00	22.00	56.0
5016 Office Supplies	700.00	700.00	290.92	31.07	0.00	409.08	41.6
5018 Janitorial Supplies	4,500.00	4,500.00	2,710.36	317.32	0.00	1,789.64	60.2
5020 Telephone	2,300.00	2,300.00	1,241.99	139.98	0.00	1,058.01	54.0
5022 Utilities	12,000.00	12,000.00	7,359.30	1,110.52	0.00	4,640.70	61.3
5023 Water	25,000.00	25,000.00	12,335.19	1,428.67	0.00	12,664.81	49.3
5025 SECURED PROP TAX	915.00	915.00	916.58	0.00	0.00	-1.58	100.2
5030 Vehicle Maintenance	600.00	600.00	469.92	49.89	0.00	130.08	78.3
5032 Building & Grounds-Maintenance	27,000.00	27,000.00	14,271.79	-464.31	0.00	12,728.21	52.9
5034 Alarm Systems	750.00	750.00	327.31	0.00	0.00	422.69	43.6
5045 Miscellaneous Expenditures	250.00	250.00	143.67	0.00	0.00	106.33	57.5
5051 Equipment Rental	250.00	250.00	0.00	0.00	0.00	250.00	0.0
5052 Minor Facility Repairs	250.00	250.00	0.00	0.00	0.00	250.00	0.0
OPERATIONS AND MAINTENANCE	75,115.00	75,115.00	40,374.68	2,618.09	0.00	34,740.32	53.8
Acct Class: 56 CONTRACT SERVICES							
5655 Landscape Maintenance	36,000.00	36,000.00	19,328.40	2,761.20	0.00	16,671.60	53.7
5656 Tree Trimming	1,100.00	1,100.00	416.85	0.00	0.00	683.15	37.9
5670 Other Professional Services	1,000.00	1,000.00	339.24	28.32	0.00	660.76	33.9
CONTRACT SERVICES	38,100.00	38,100.00	20,084.49	2,789.52	0.00	18,015.51	52.7
ROSSMOOR PARK	196,335.00	196,335.00	106,819.61	9,495.07	0.00	89,515.39	54.4
Dept: 40 MONTECITO CENTER							
Acct Class: 40 SALARIES AND BENEFITS							
4001 Salaries - Full-time	32,520.00	32,520.00	16,826.10	1,291.94	0.00	15,693.90	51.7
4002 Salaries - Part-time	8,500.00	8,500.00	4,942.85	352.15	0.00	3,557.15	58.2
4003 Salaries - Overtime	2,150.00	2,150.00	1,035.76	48.49	0.00	1,114.24	48.2
4010 Workers Compensation Insurance	4,200.00	4,200.00	3,563.61	338.06	0.00	636.39	84.8
4011 Medical Insurance	11,000.00	11,000.00	6,349.99	903.28	0.00	4,650.01	57.7
4015 Federal Payroll Tax -FICA	3,000.00	3,000.00	1,742.64	129.34	0.00	1,257.36	58.1
4018 State Payroll Taxes	160.00	160.00	52.89	42.31	0.00	107.11	33.1
SALARIES AND BENEFITS	61,530.00	61,530.00	34,513.84	3,105.57	0.00	27,016.16	56.1
Acct Class: 50 OPERATIONS AND MAINTENANCE							
5010 Publications & Legal Notices	400.00	400.00	241.83	0.00	0.00	158.17	60.5
5012 Printing	50.00	50.00	37.82	0.00	0.00	12.18	75.6
5014 Postage	50.00	50.00	28.00	4.95	0.00	22.00	56.0
5016 Office Supplies	700.00	700.00	290.92	31.07	0.00	409.08	41.6
5018 Janitorial Supplies	4,000.00	4,000.00	2,710.36	317.32	0.00	1,289.64	67.8
5020 Telephone	2,000.00	2,000.00	1,241.99	139.98	0.00	758.01	62.1
5022 Utilities	1,700.00	1,700.00	1,351.83	242.91	0.00	348.17	79.5
5023 Water	2,200.00	2,200.00	1,684.05	322.35	0.00	515.95	76.5
5025 SECURED PROP TAX	770.00	770.00	769.74	0.00	0.00	0.26	100.0
5030 Vehicle Maintenance	600.00	600.00	469.92	49.89	0.00	130.08	78.3

REVENUE/EXPENDITURE REPORT

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Rossmoor Community

For the Period: 7/1/2017 to 1/31/2018	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 10 - GENERAL FUND							
Expenditures							
Dept: 40 MONTECITO CENTER							
Acct Class: 50 OPERATIONS AND MAINTENANCE							
5032 Building & Grounds-Maintenance	3,800.00	3,800.00	2,713.31	670.26	0.00	1,086.69	71.4
5034 Alarm Systems	400.00	400.00	330.22	0.00	0.00	69.78	82.6
5045 Miscellaneous Expenditures	50.00	50.00	0.00	0.00	0.00	50.00	0.0
5051 Equipment Rental	250.00	250.00	0.00	0.00	0.00	250.00	0.0
5052 Minor Facility Repairs	250.00	250.00	0.00	0.00	0.00	250.00	0.0
OPERATIONS AND MAINTENANCE	17,220.00	17,220.00	11,869.99	1,778.73	0.00	5,350.01	68.9
Acct Class: 56 CONTRACT SERVICES							
5655 Landscape Maintenance	3,600.00	3,600.00	2,147.60	306.80	0.00	1,452.40	59.7
5656 Tree Trimming	1,100.00	1,100.00	416.85	0.00	0.00	683.15	37.9
5670 Other Professional Services	1,000.00	1,000.00	339.24	28.32	0.00	660.76	33.9
CONTRACT SERVICES	5,700.00	5,700.00	2,903.69	335.12	0.00	2,796.31	50.9
Acct Class: 60 CAPITAL EXPENDITURES							
6010 Equipment	500.00	500.00	0.00	0.00	0.00	500.00	0.0
CAPITAL EXPENDITURES	500.00	500.00	0.00	0.00	0.00	500.00	0.0
MONTECITO CENTER	84,950.00	84,950.00	49,287.52	5,219.42	0.00	35,662.48	58.0
Dept: 50 RUSH PARK							
Acct Class: 40 SALARIES AND BENEFITS							
4001 Salaries - Full-time	38,000.00	38,000.00	20,410.64	1,562.81	0.00	17,589.36	53.7
4002 Salaries - Part-time	17,400.00	17,400.00	9,885.64	704.30	0.00	7,514.36	56.8
4003 Salaries - Overtime	2,800.00	2,800.00	1,270.03	48.49	0.00	1,529.97	45.4
4005 Salaries - Event Attendant	4,800.00	4,800.00	1,380.00	0.00	0.00	3,420.00	28.8
4010 Workers Compensation Insurance	5,500.00	5,500.00	4,451.91	420.34	0.00	1,048.09	80.9
4011 Medical Insurance	13,500.00	13,500.00	7,850.30	1,116.64	0.00	5,649.70	58.2
4015 Federal Payroll Tax -FICA	4,370.00	4,370.00	2,518.00	176.95	0.00	1,852.00	57.6
4018 State Payroll Taxes	400.00	400.00	100.14	57.93	0.00	299.86	25.0
SALARIES AND BENEFITS	86,770.00	86,770.00	47,866.66	4,087.46	0.00	38,903.34	55.2
Acct Class: 50 OPERATIONS AND MAINTENANCE							
5010 Publications & Legal Notices	500.00	500.00	241.83	0.00	0.00	258.17	48.4
5012 Printing	50.00	50.00	37.83	0.00	0.00	12.17	75.7
5014 Postage	100.00	100.00	28.00	4.95	0.00	72.00	28.0
5016 Office Supplies	700.00	700.00	290.92	31.07	0.00	409.08	41.6
5018 Janitorial Supplies	4,500.00	4,500.00	2,718.49	318.26	0.00	1,781.51	60.4
5020 Telephone	2,300.00	2,300.00	1,241.99	139.98	0.00	1,058.01	54.0
5022 Utilities	22,000.00	22,000.00	15,330.68	0.00	0.00	6,669.32	69.7
5023 Water	34,000.00	34,000.00	24,391.82	3,298.56	0.00	9,608.18	71.7
5025 SECURED PROP TAX	3,630.00	3,630.00	3,507.82	0.00	0.00	122.18	96.6
5030 Vehicle Maintenance	600.00	600.00	470.39	50.04	0.00	129.61	78.4
5032 Building & Grounds-Maintenance	25,000.00	25,000.00	10,814.95	2,070.35	0.00	14,185.05	43.3
5034 Alarm Systems	750.00	750.00	444.20	114.00	0.00	305.80	59.2
5045 Miscellaneous Expenditures	250.00	250.00	143.67	0.00	0.00	106.33	57.5
5051 Equipment Rental	250.00	250.00	0.00	0.00	0.00	250.00	0.0
5052 Minor Facility Repairs	250.00	250.00	0.00	0.00	0.00	250.00	0.0
OPERATIONS AND MAINTENANCE	94,880.00	94,880.00	59,662.59	6,027.21	0.00	35,217.41	62.9
Acct Class: 56 CONTRACT SERVICES							
5655 Landscape Maintenance	36,000.00	36,000.00	19,328.40	2,761.20	0.00	16,671.60	53.7
5656 Tree Trimming	1,100.00	1,100.00	416.85	0.00	0.00	683.15	37.9
5670 Other Professional Services	1,000.00	1,000.00	339.24	28.32	0.00	660.76	33.9
CONTRACT SERVICES	38,100.00	38,100.00	20,084.49	2,789.52	0.00	18,015.51	52.7
RUSH PARK	219,750.00	219,750.00	127,613.74	12,904.19	0.00	92,136.26	58.1
Dept: 60 STREET LIGHTING							
Acct Class: 50 OPERATIONS AND MAINTENANCE							

REVENUE/EXPENDITURE REPORT

January 2018 @ 58.34%

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Rossmoor Community

For the Period: 7/1/2017 to 1/31/2018		Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 10 - GENERAL FUND								
Expenditures								
Dept: 60 STREET LIGHTING								
Acct Class: 50 OPERATIONS AND MAINTENANCE								
5020	Telephone	715.00	715.00	413.97	46.65	0.00	301.03	57.9
	OPERATIONS AND MAINTENANCE	715.00	715.00	413.97	46.65	0.00	301.03	57.9
Acct Class: 56 CONTRACT SERVICES								
5650	Lighting and Maintenance	107,000.00	107,000.00	54,968.09	8,575.42	0.00	52,031.91	51.4
	CONTRACT SERVICES	107,000.00	107,000.00	54,968.09	8,575.42	0.00	52,031.91	51.4
	STREET LIGHTING	107,715.00	107,715.00	55,382.06	8,622.07	0.00	52,332.94	51.4
Dept: 65 ROSSMOOR WALL								
Acct Class: 50 OPERATIONS AND MAINTENANCE								
5002	Insurance - Liability	2,000.00	2,000.00	2,000.00	0.00	0.00	0.00	100.0
5032	Building & Grounds-Maintenance	100.00	100.00	98.67	0.00	0.00	1.33	98.7
	OPERATIONS AND MAINTENANCE	2,100.00	2,100.00	2,098.67	0.00	0.00	1.33	99.9
	ROSSMOOR WALL	2,100.00	2,100.00	2,098.67	0.00	0.00	1.33	99.9
Dept: 70 STREET SWEEPING								
Acct Class: 50 OPERATIONS AND MAINTENANCE								
5020	Telephone	650.00	650.00	399.03	46.65	0.00	250.97	61.4
	OPERATIONS AND MAINTENANCE	650.00	650.00	399.03	46.65	0.00	250.97	61.4
Acct Class: 56 CONTRACT SERVICES								
5642	Street Sweeping	53,000.00	53,000.00	27,368.35	4,704.56	0.00	25,631.65	51.6
	CONTRACT SERVICES	53,000.00	53,000.00	27,368.35	4,704.56	0.00	25,631.65	51.6
	STREET SWEEPING	53,650.00	53,650.00	27,767.38	4,751.21	0.00	25,882.62	51.8
Dept: 80 PARKWAY TREES								
Acct Class: 40 SALARIES AND BENEFITS								
4002	Salaries - Part-time	21,012.00	21,012.00	10,850.05	906.58	0.00	10,161.95	51.6
4003	Salaries - Overtime	100.00	100.00	14.47	0.00	0.00	85.53	14.5
4007	Vehicle Allowance	750.00	750.00	457.59	58.59	0.00	292.41	61.0
4015	Federal Payroll Tax -FICA	1,525.00	1,525.00	831.19	69.36	0.00	693.81	54.5
4018	State Payroll Taxes	175.00	175.00	22.67	22.67	0.00	152.33	13.0
	SALARIES AND BENEFITS	23,562.00	23,562.00	12,175.97	1,057.20	0.00	11,386.03	51.7
Acct Class: 50 OPERATIONS AND MAINTENANCE								
5012	Printing	25.00	25.00	0.00	0.00	0.00	25.00	0.0
5014	Postage	100.00	100.00	13.54	2.25	0.00	86.46	13.5
5016	Office Supplies	150.00	150.00	35.86	5.66	0.00	114.14	23.9
5020	Telephone	1,300.00	1,300.00	827.51	93.32	0.00	472.49	63.7
5030	Vehicle Maintenance	50.00	50.00	0.00	0.00	0.00	50.00	0.0
5051	Equipment Rental	50.00	50.00	0.00	0.00	0.00	50.00	0.0
	OPERATIONS AND MAINTENANCE	1,675.00	1,675.00	876.91	101.23	0.00	798.09	52.4
Acct Class: 56 CONTRACT SERVICES								
5656	Tree Trimming	73,000.00	73,000.00	26,400.36	0.00	0.00	46,599.64	36.2
5657	Tree Care/Treatments	5,000.00	5,000.00	234.00	0.00	0.00	4,766.00	4.7
5660	TREE REMOVAL	2,500.00	2,500.00	0.00	0.00	0.00	2,500.00	0.0
5670	Other Professional Services	3,000.00	3,000.00	1,662.48	205.75	0.00	1,337.52	55.4
	CONTRACT SERVICES	83,500.00	83,500.00	28,296.84	205.75	0.00	55,203.16	33.9
Acct Class: 60 CAPITAL EXPENDITURES								
6015	Trees	25,000.00	25,000.00	8,437.20	1,974.80	0.00	16,562.80	33.7
	CAPITAL EXPENDITURES	25,000.00	25,000.00	8,437.20	1,974.80	0.00	16,562.80	33.7

REVENUE/EXPENDITURE REPORT

January 2018 @ 58.34%

Rossmoor Community

For the Period: 7/1/2017 to 1/31/2018	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 10 - GENERAL FUND							
Expenditures							
PARKWAY TREES	133,737.00	133,737.00	49,786.92	3,338.98	0.00	83,950.08	37.2
Dept: 90 MINI-PARKS AND MEDIANS							
Acct Class: 40 SALARIES AND BENEFITS							
4001 Salaries - Full-time	685.00	685.00	384.65	28.98	0.00	300.35	56.2
4003 Salaries - Overtime	64.00	64.00	19.76	0.00	0.00	44.24	30.9
4010 Workers Compensation Insurance	300.00	300.00	159.32	19.67	0.00	140.68	53.1
4015 Federal Payroll Tax -FICA	58.00	58.00	31.00	2.20	0.00	27.00	53.4
4018 State Payroll Taxes	15.00	15.00	0.72	0.72	0.00	14.28	4.8
SALARIES AND BENEFITS	1,122.00	1,122.00	595.45	51.57	0.00	526.55	53.1
Acct Class: 50 OPERATIONS AND MAINTENANCE							
5020 Telephone	640.00	640.00	414.01	46.67	0.00	225.99	64.7
5022 Utilities	1,150.00	1,150.00	446.62	27.09	0.00	703.38	38.8
5023 Water	6,400.00	6,400.00	4,388.15	576.65	0.00	2,011.85	68.6
5032 Building & Grounds-Maintenance	800.00	800.00	1,781.87	549.65	0.00	-981.87	222.7
5045 Miscellaneous Expenditures	100.00	100.00	0.00	0.00	0.00	100.00	0.0
5051 Equipment Rental	100.00	100.00	0.00	0.00	0.00	100.00	0.0
5052 Minor Facility Repairs	100.00	100.00	0.00	0.00	0.00	100.00	0.0
OPERATIONS AND MAINTENANCE	9,290.00	9,290.00	7,030.65	1,200.06	0.00	2,259.35	75.7
Acct Class: 56 CONTRACT SERVICES							
5655 Landscape Maintenance	3,600.00	3,600.00	2,147.60	306.80	0.00	1,452.40	59.7
5656 Tree Trimming	400.00	400.00	138.94	0.00	0.00	261.06	34.7
5670 Other Professional Services	50.00	50.00	24.29	3.34	0.00	25.71	48.6
CONTRACT SERVICES	4,050.00	4,050.00	2,310.83	310.14	0.00	1,739.17	57.1
Acct Class: 60 CAPITAL EXPENDITURES							
6010 Equipment	100.00	100.00	0.00	0.00	0.00	100.00	0.0
CAPITAL EXPENDITURES	100.00	100.00	0.00	0.00	0.00	100.00	0.0
MINI-PARKS AND MEDIANS	14,562.00	14,562.00	9,936.93	1,561.77	0.00	4,625.07	68.2
Expenditures	1,371,702.00	1,371,702.00	759,206.71	73,849.40	0.00	612,495.29	55.3
Net Effect for GENERAL FUND	95,833.00	95,833.00	165,044.18	56,072.54	0.00	-69,211.18	172.2
Change in Fund Balance:			165,044.18				

REVENUE/EXPENDITURE REPORT

January 2018 @ 58.34%

Rossmoor Community

For the Period: 7/1/2017 to 1/31/2018

Fund: 20 - ASSESSMENT DISTRICT FUND-RUSH

	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Revenues							
Dept: 00							
Acct Class: 31 ASSESSMENTS							
3100 Property assessments	380,000.00	380,000.00	249,007.09	27,747.30	0.00	130,992.91	65.5
3101 Property assessments-prior yr	3,400.00	3,400.00	1,172.56	58.00	0.00	2,227.44	34.5
ASSESSMENTS	383,400.00	383,400.00	250,179.65	27,805.30	0.00	133,220.35	65.3
Acct Class: 32 USE OF MONEY AND PROPERTY							
3200 Interest on investments	0.00	0.00	1,057.76	0.00	0.00	-1,057.76	0.0
USE OF MONEY AND PROPERTY	0.00	0.00	1,057.76	0.00	0.00	-1,057.76	0.0
Dept: 00	383,400.00	383,400.00	251,237.41	27,805.30	0.00	132,162.59	65.5
Revenues	383,400.00	383,400.00	251,237.41	27,805.30	0.00	132,162.59	65.5
Expenditures							
Dept: 50 RUSH PARK							
Acct Class: 56 CONTRACT SERVICES							
5617 Administrative Fees	20,000.00	20,000.00	20,000.00	0.00	0.00	0.00	100.0
5619 Bond Trustee	3,048.00	3,048.00	3,047.50	0.00	0.00	0.50	100.0
CONTRACT SERVICES	23,048.00	23,048.00	23,047.50	0.00	0.00	0.50	100.0
Acct Class: 58 DEBT SERVICE							
5800 Principal	260,000.00	260,000.00	280,000.00	0.00	0.00	-20,000.00	107.7
5801 Interest	80,600.00	80,600.00	41,385.00	0.00	0.00	39,215.00	51.3
DEBT SERVICE	340,600.00	340,600.00	321,385.00	0.00	0.00	19,215.00	94.4
RUSH PARK	363,648.00	363,648.00	344,432.50	0.00	0.00	19,215.50	94.7
Expenditures	363,648.00	363,648.00	344,432.50	0.00	0.00	19,215.50	94.7
Net Effect for ASSESSMENT DISTRICT FUND-RUSH	19,752.00	19,752.00	-93,195.09	27,805.30	0.00	112,947.09	-471.8
Change in Fund Balance:			-93,195.09				

REVENUE/EXPENDITURE REPORT

January 2018 @ 58.34%

Rossmoor Community

For the Period: 7/1/2017 to 1/31/2018		Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 40 - CAPITAL PROJECTS CONTRIBUTIONS								
Revenues								
Dept: 00								
Acct Class: 30 PROPERTY TAXES								
2999	FY Begin Fund Balance	32,450.00	32,450.00	0.00	0.00	0.00	32,450.00	0.0
	PROPERTY TAXES	32,450.00	32,450.00	0.00	0.00	0.00	32,450.00	0.0
Dept: 00								
	Revenues	32,450.00	32,450.00	0.00	0.00	0.00	32,450.00	0.0
Expenditures								
Dept: 50 RUSH PARK								
Acct Class: 60 CAPITAL EXPENDITURES								
6005	Buildings and Improvements	13,000.00	13,000.00	0.00	0.00	0.00	13,000.00	0.0
	CAPITAL EXPENDITURES	13,000.00	13,000.00	0.00	0.00	0.00	13,000.00	0.0
RUSH PARK								
Dept: 75 CAPITAL PROJECTS								
Acct Class: 50 OPERATIONS AND MAINTENANCE								
5045	Miscellaneous Expenditures	6,500.00	6,500.00	3,793.96	565.16	0.00	2,706.04	58.4
	OPERATIONS AND MAINTENANCE	6,500.00	6,500.00	3,793.96	565.16	0.00	2,706.04	58.4
	CAPITAL PROJECTS	6,500.00	6,500.00	3,793.96	565.16	0.00	2,706.04	58.4
	Expenditures	19,500.00	19,500.00	3,793.96	565.16	0.00	15,706.04	19.5
Net Effect for CAPITAL PROJECTS CONTRIBUTIONS		12,950.00	12,950.00	-3,793.96	-565.16	0.00	16,743.96	-29.3
Change in Fund Balance:				-3,793.96				
Grand Total Net Effect:		128,535.00	128,535.00	68,132.26	83,312.68	0.00	60,402.74	

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM H-1

Date: March 13, 2018
To: Honorable Board of Directors
From: General Manager
Subject: ADOPTION OF FY 2018-2019 BUDGET CALENDAR

RECOMMENDATION:

Review and adopt FY 2018-2019 Budget Calendar

BACKGROUND:

Policy No 3020 Budget Preparation and Revision requires that the General Manager prepare and the Board adopt a Budget Calendar for the succeeding fiscal year. Attach is the proposed Budget Calendar for your consideration. Some dates, such as the review by Board Committees, may be adjusted based on the availability of Committee members on the dates specified. Otherwise, most other dates are dictated by your policy.

ATTACHMENTS:

1. FY 2018-2019 Budget Calendar
2. Policy No. 3020

FY 2018-2018 BUDGET CALENDAR

Submit Budget Calendar to Board	March 13, 2018
Complete FY 2017-18 Estimates to Close by:	May 20, 2018
Complete Preparation of FY 2018-2019 Preliminary Budget by:	May 25, 2018
Review Preliminary Budget with Public Works/CIP Committee by:	June 1, 2018
Review Preliminary Budget with Budget Committee by:	June 1, 2018
Present Preliminary Budget to the Board	June 12, 2018
Board Adopts Appropriations Limit by Resolution	June 12, 2018
Public Hearing Notice is Published in Local Newspaper by:	June 20, 2018
Second Public Hearing Notice is Published in Local Newspaper by:	June 27, 2018
Final Budget is Submitted to Board for Adoption at a Public Hearing by Resolution	July 10, 2018
Final Date for Adoption of a Final Budget	August 14, 2018

Rossmoor Community Services District

Policy

No. 3020

BUDGET PREPARATION, ADOPTION AND REVISION

3020.10 Budget Calendar: This policy shall serve as the budget calendar unless the Board modifies the dates herein. If so, the General Manager shall prepare and the Board shall adopt a budget calendar for the succeeding fiscal year at the March meeting of the Board.

3020.20 Preliminary Budget: A Preliminary Budget based on current year estimates to close and on forecasting of expected revenues and expenditures for the succeeding fiscal year shall be prepared by the General Manager by April 30. The Preliminary Budget shall conform to generally accepted accounting and budgeting procedures for special districts.

3020.25 Public Works/CIP Committee: The Public Works/Capital Improvement Projects (CIP) Committee is comprised of two Board members and the General Manager. The President of the Board appoints the members of the Committee

3025.26 Capitol Project Budget: Prior to the development of the Preliminary Budget, the Public Works/CIP Committee shall meet and make recommendations to the Board on recommended capital improvement projects for inclusion in the proposed Fund 40 budget portion of the Preliminary Budget. Capital improvement projects shall be those projects with an estimated cost of \$5,000 or over and have a five-year service life. Projects of a lesser amount or of less than a five-year service life will be included in the appropriate departmental budgets of Fund 10 of the Preliminary Budget.

3020.30 Budget Committee: The Budget Committee is comprised of two Board members and the General Manager. The President of the Board appoints members to the Committee.

3020.31 Presentation of Preliminary Budget: The Budget Committee shall review the Preliminary Budget prepared by the General Manager and make recommended changes. The General Manager shall present the amended Preliminary Budget to the Board at its meeting in May.

3020.40 Preliminary Budget: The proposed Preliminary Budget, as reviewed and amended by the Budget Committee, shall be reviewed and approved by the Board at its May meeting.

3020.50 Appropriations Limit: On or before July 1 of each year, the Board shall adopt a resolution establishing its appropriations limit pursuant to Section 61113 of the Government Code.

3020.60 Public Hearing Notice: On or before July 1 of each year, and at least two weeks before the hearing, a notice of public hearing shall be published in a newspaper of general circulation, which specifies the following:

3020.61 Availability for Inspection: The proposed Final Budget shall be available for inspection at a specified time in the District office.

3020.62 Public Hearing: The date, time and place of the meeting of the Board when the Board will meet to adopt the Final Budget and that any person may appear and be heard regarding any item in the budget or the addition of other items.

3020.70 Second Public Notice: The public notice must be published a second time at least

two (2) weeks before the Final Budget hearing in at least one newspaper of general circulation in accordance with Section 61110(d) of the Government Code.

3020.80 Final Budget Adoption: The General Manager shall submit a Final Budget to the Board as soon as practicable, but no later than the meeting of the Board in August. The Final Budget shall be based on the latest financial data available or the audited numbers for the previous fiscal year, if available. At the August Board meeting or sooner, the Board will hold the public hearing on the Final Budget and upon completion of the public hearing will consider adoption of the Final Budget. On or before September 1 of each year, the Board must adopt a Final Budget that conforms to generally accepted accounting and budgeting procedures for special districts. Immediately thereafter, the Board will adopt a Resolution stating the District Annual Budget Revenues and Expenses Totals by Fund.

3020.90 County Auditor: After Final Budget adoption and completion of the District's Financial Audit, the General Manager shall forward a copy of both documents to the County Auditor.

3020.100 Budget Adjustment: The Budget Committee shall review budget adjustments prepared by the General Manager prior to the February Board meeting. The General Manager shall present budget adjustment recommendations at the February meeting of the Board. The Board shall review current revenue and expenditure projections and make necessary adjustments to the current Budget, which are reflective of the District's current financial condition. The Board may adjust the budget by adoption of a resolution amending the budget.

3020.110 Budgetary Control: Control of movement of funds is governed by Policy No. 3021 Budgetary Control.

Amended: November 9, 2004

Amended: January 11, 2005

Amended: April 10, 2007

Amended: October 9, 2007

Amended: January 13, 2009

Amended: January 10, 2012

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM H-2

Date: March 13, 2018
To: Honorable Board of Directors
From: General Manager
Subject: PROFESSIONAL SERVICES CONTRACT-HTGROUP.

RECOMMENDATION:

Discussion and possible action on the Professional Services Contract-HTGroup re: Special Projects Consulting.

BACKGROUND:

For six years, HTGroup served as the District's General Manager and for the last four years as its Special Projects Consultant. HTGroup's current agreement has a one-year term which will expire on April 1, 2017.

Specifically, it is recommended that the Contract be renewed and that HTGroup continue to report to the General Manager. This provides for a more traditional reporting relationship and also takes into consideration, the involvement of the entire Board from a policy perspective. Therefore, this contract once more designates the General Manager as responsible for delineating the scope of services to be performed by Consultant. In order to make it economically feasible to continue providing services to the District, the HTGroup has requested that it be guaranteed a minimum number of 236 hours of work for the term of the 5th Amended and Restated Contract. All other terms and conditions of the previous Contract remain the same.

The proposed agreement has been discussed with HTGroup and is recommended by the General Manager. The General Manager believes that there is sufficient work to be assigned to the HTGroup to meet the 236 hour minimum. The General Manager will monitor the hours assigned to ensure compliance with the parameters of the Contract. The Contract has also been approved as to form by the District's General Counsel and, if approved, would take effect on April 1, 2018.

ATTACHMENTS:

1. Current (2017) 4th Amended and Restated Contract-HTGroup.
2. Proposed (2018) 5th Amended and Restated Contract-HTGroup

CURRENT

FOURTH AMENDED AND RESTATED CONTRACT FOR PROFESSIONAL SERVICES BETWEEN THE ROSSMOOR COMMUNITY SERVICES DISTRICT AND THE HTGROUP, LLC

This AGREEMENT (“AGREEMENT”) is entered into this 14th day of March, 2017, by and between the ROSSMOOR COMMUNITY SERVICES DISTRICT, a California special district (“DISTRICT”) and The HTGroup, LLC, a California Limited Liability Company (“CONSULTANT”).

RECITALS

- A. The DISTRICT does not have the personnel able and/or available to perform the services required under this AGREEMENT.
- B. Therefore, the DISTRICT desires to contract out for the professional services described herein.
- C. The CONSULTANT warrants to the DISTRICT that it has the qualifications, experience and facilities to perform properly and timely the services under this AGREEMENT.
- D. The DISTRICT desires to contract with the CONSULTANT to perform the services contemplated herein.

NOW, THEREFORE, based on the foregoing recitals, the DISTRICT and the CONSULTANT agree as follows:

1. CONSIDERATION AND COMPENSATION

- A. As partial consideration, CONSULTANT agrees to perform special project services under the supervision of the District General Manager and consistent with the goals established by the District Board;
- B. As additional consideration, CONSULTANT and DISTRICT agree to abide by the terms and conditions contained in this AGREEMENT;
- C. As additional consideration, DISTRICT agrees to pay CONSULTANT an hourly rate of \$85.00, pursuant to the reimbursement and minimum hourly conditions set forth in the proposal attached hereto as Exhibit “A” and incorporated herein by this reference. If any of the terms of Exhibit “A” conflict with this AGREEMENT, the terms of this AGREEMENT shall control. Total compensation during the term of this AGREEMENT shall not exceed \$27,200.00.

- D. No additional compensation shall be paid for any other expenses incurred, unless first approved by the District Manager or his designee.
- E. CONSULTANT shall provide an oral or written report to the District General Manager by not later than the 10th day of each month describing the services performed during the previous month and shall consult with the District General Manager to formulate a work plan outlining the tasks and goals for the current month. The DISTRICT shall pay the Consultant the monthly retainer by the 15th of each month.

2. SCOPE OF SERVICES.

- A. CONSULTANT will perform special project services under the supervision of the DISTRICT'S General Manager and consistent with goals established by the District Board, as set forth in the proposal attached hereto as Exhibit "A".
- B. Except as herein otherwise expressly specified to be furnished by DISTRICT, CONSULTANT will, in a professional manner, furnish all of the labor, technical, administrative, professional and other personnel, all supplies and materials, equipment, printing, vehicles, transportation, office space, and facilities necessary or proper to perform and complete the work and provide the professional services required of CONSULTANT by this AGREEMENT.
- C. CONSULTANT shall maintain records of time spent performing assigned tasks.

3. PAYMENTS. For DISTRICT to pay CONSULTANT as specified by this AGREEMENT, CONSULTANT must provide an oral or written report and work plan as set forth in Paragraph 1.E.

4. TIME OF PERFORMANCE. The services of the CONTRACTOR are to commence on April 1, 2017 and shall continue until April 1, 2018 unless extended in writing by the DISTRICT.

5. FAMILIARITY WITH WORK. By executing this AGREEMENT, CONSULTANT represents that CONSULTANT has (a) thoroughly investigated and considered the scope of services to be performed; (b) carefully considered how the services should be performed; and (c) understands the facilities, difficulties, and restrictions attending performance of the services under this AGREEMENT.

6. KEY PERSONNEL. CONSULTANT's key persons assigned to perform work under this AGREEMENT is Henry Taboada. CONSULTANT shall not assign another person to be in charge of the work contemplated by this AGREEMENT without the prior written authorization of the DISTRICT's General Manager.

7. TERM OF AGREEMENT. The term of this AGREEMENT shall commence on April 1, 2017 and shall expire on March 31, 2018, unless earlier termination occurs under Section 11 of this AGREEMENT, or extended in writing in advance by both parties.
8. CHANGES. DISTRICT may order changes in the services within the general scope of this AGREEMENT, consisting of additions, deletions, or other revisions, and the contract sum and the contract time will be adjusted accordingly. All such changes must be authorized in writing, executed by CONSULTANT and DISTRICT. The cost or credit to DISTRICT resulting from changes in the services will be determined in accordance with written agreement between the parties.
9. TAXPAYER IDENTIFICATION NUMBER. CONSULTANT will provide DISTRICT with a Taxpayer Identification Number.
10. PERMITS AND LICENSES. CONTRACTOR will obtain and maintain during the term of this AGREEMENT all necessary permits, licenses, and certificates that may be required in connection with the performance of services under this AGREEMENT.
11. TERMINATION.
- A. Except as otherwise provided, DISTRICT may terminate this AGREEMENT at any time with or without cause. Notice of termination shall be in writing.
 - B. CONSULTANT may terminate this AGREEMENT. Notice will be in writing at least 30 days before the effective termination date.
 - C. In the event of such termination, the CONTRACTOR shall cease services as of the date of termination, all finished or unfinished documents, data, drawings, maps, and other materials prepared by CONSULTANT shall, at DISTRICT's option, become DISTRICT's property, and CONSULTANT will receive a final pro-rated payment based on the monthly retainer amount.
 - D. Should the AGREEMENT be terminated pursuant to this Section, DISTRICT may procure on its own terms services similar to those terminated.
12. INDEMNIFICATION. CONSULTANT 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 CONSULTANT's performance of services hereunder or its failure to comply with any of its obligations contained in this AGREEMENT, except such loss or damage which is caused by the sole active negligence or willful misconduct of the DISTRICT (meaning that CONSULTANT shall indemnify and defend DISTRICT notwithstanding any alleged or actual passive negligence of DISTRICT which may have contributed to the claims, damages, costs or liability). Should DISTRICT in its sole discretion find CONSULTANT'S legal counsel unacceptable, then CONSULTANT 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 CONSULTANT shall promptly pay any final judgment rendered against the DISTRICT (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the CONSULTANT's negligence, recklessness or willful misconduct. 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.

13. ASSIGNABILITY. This AGREEMENT is for CONSULTANT's professional services. CONSULTANT's attempts to assign the benefits or burdens of this AGREEMENT without DISTRICT's written approval are prohibited and will be null and void.

14. INDEPENDENT CONTRACTOR. DISTRICT'S General Manager and CONSULTANT agree that CONSULTANT will act as an independent contractor and will have control of all work and the manner in which it is performed. CONSULTANT will be free to contract for similar service to be performed for other employers while under contract with DISTRICT. CONSULTANT is not an agent or employee of DISTRICT and is not entitled to participate in any pension plan, insurance, bonus or similar benefits DISTRICT provides for its employees. Any provision in this AGREEMENT that may appear to give DISTRICT the right to direct CONSULTANT as to the details of doing the work or to exercise a measure of control over the work means that CONSULTANT will follow the direction of the DISTRICT as to end results of the work only.

15. AUDIT OF RECORDS.

- A. CONSULTANT agrees that DISTRICT, or designee, has the right to review, obtain, and copy all records pertaining to the performance of this AGREEMENT. CONSULTANT agrees to provide DISTRICT, or designee, with any relevant information requested and will permit DISTRICT, or designee, access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this AGREEMENT. CONSULTANT further agrees to maintain such records for a period of three (3) years following final payment under this AGREEMENT.
- B. Upon inspection, CONSULTANT will promptly implement any corrective measures required by DISTRICT regarding the requirements and obligations of this AGREEMENT. CONSULTANT will be given a reasonable amount of time to implement said corrective measures. Failure of CONSULTANT to implement required corrective measures shall result in immediate termination of this AGREEMENT.
- C. CONSULTANT will keep all books, records, accounts and documents pertaining to this AGREEMENT separate from other activities unrelated to this AGREEMENT.

16. INSURANCE REQUIREMENTS.

- A. The CONSULTANT, at the CONSULTANT's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies:

1. General Liability Coverage. The CONSULTANT shall maintain commercial general liability insurance in an amount of not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this AGREEMENT or the general aggregate limit shall be at least twice the required occurrence limit.
 2. Automobile Liability Coverage. The CONSULTANT shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the CONSULTANT arising out of or in connection with the work to be performed under this AGREEMENT, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence.
- B. Endorsements.** Each general liability and automobile liability insurance policy shall be issued by a financially responsible insurance company or companies admitted and authorized to do business in the State of California, or which is approved in writing by DISTRICT, and shall be endorsed as follows. CONSULTANT also agrees to require all contractors, and subcontractors to do likewise.
1. "The Rossmoor Community Services District, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of The HTGroup, LLC, including materials, parts, or equipment furnished in connection with such work or operations."
 2. This policy shall be considered primary insurance as respects the DISTRICT, its elected or appointed officers, officials, employees, agents, and volunteers. Any insurance maintained by the DISTRICT, including any self-insured retention the DISTRICT may have, shall be considered excess insurance only and shall not contribute with this policy.
 3. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
 4. The insurer waives all rights of subrogation against the DISTRICT, its elected or appointed officers, officials, employees, or agents.
 5. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the DISTRICT, its elected or appointed officers, officials, employees, agents, or volunteers.

6. The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days' written notice has been received by the DISTRICT.
- C. CONSULTANT agrees to provide immediate notice to DISTRICT of any claim or loss against Contractor arising out of the work performed under this agreement. DISTRICT assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve DISTRICT.
- D. Any deductibles or self-insured retentions must be declared to and approved by the DISTRICT. At the DISTRICT's option, the CONSULTANT shall demonstrate financial capability for payment of such deductibles or self-insured retentions.
- E. The CONSULTANT shall provide certificates of insurance with original endorsements to the DISTRICT as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the DISTRICT on or before commencement of performance of this AGREEMENT. Current certification of insurance shall be kept on file with the DISTRICT at all times during the term of this AGREEMENT.
- F. Failure on the part of the CONSULTANT to procure or maintain required insurance shall constitute a material breach of contract under which the DISTRICT may terminate this AGREEMENT pursuant to Section 11 above.

17. USE OF OTHER CONSULTANTS. CONSULTANT must obtain DISTRICT's prior written approval to use any consultants while performing any portion of this AGREEMENT. Such approval must approve of the proposed consultant and the terms of compensation.

18. FINAL PAYMENT ACCEPTANCE CONSTITUTES RELEASE. The acceptance by the CONSULTANT of the final payment made under this AGREEMENT shall operate as and be a release of the DISTRICT from all claims and liabilities for compensation to the CONSULTANT for anything done, furnished or relating to the CONSULTANT'S work or services. Acceptance of payment shall be any negotiation of the DISTRICT'S check or the failure to make a written extra compensation claim within ten (10) calendar days of the receipt of that check. However, approval or payment by the DISTRICT shall not constitute, nor be deemed, a release of the responsibility and liability of the CONSULTANT, its employees, sub-consultants and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by the DISTRICT for any defect or error in the work prepared by the Consultant, its employees, sub-consultants and agents.

19. CORRECTIONS. In addition to the above indemnification obligations, the CONSULTANT shall correct, at its expense, all errors in the work which may be disclosed during the DISTRICT's review of the Consultant's report or plans. Should the Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by the DISTRICT, and the cost thereof shall be charged to the CONSULTANT.

20. NON-APPROPRIATION OF FUNDS. Payments to be made to CONSULTANT by DISTRICT for services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted fund. In the event that DISTRICT does not appropriate sufficient funds for payment of CONSULTANT'S services beyond the current fiscal year, the AGREEMENT shall cover payment for CONSULTANT'S only to the conclusion of the last fiscal year in which DISTRICT appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

21. NOTICES. All communications to either party by the other party will be deemed made when received by such party at its respective name and address as follows:

DISTRICT	CONSULTANT
Rossmoor Community Services District 3001 Blume Drive Rossmoor, CA 90720 ATTN: District General Manager	Henry Taboada The HTGroup 239 Campo Drive Long Beach, CA 90803

Any such written communications by mail will be conclusively deemed to have been received by the addressee upon deposit thereof in the United States Mail, postage prepaid and properly addressed as noted above. In all other instances, notices will be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this paragraph. Courtesy copies of notices may be sent via electronic mail, provided that the original notice is deposited in the U.S. mail or personally delivered as specified in this Section.

22. SOLICITATION. CONSULTANT maintains and warrants that it has not employed nor retained any company or person, other than CONSULTANT's bona fide employee, to solicit or secure this AGREEMENT. Further, CONSULTANT warrants that it has not paid nor has it agreed to pay any company or person, other than CONSULTANT's bona fide employee, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this AGREEMENT. Should CONSULTANT breach or violate this warranty, DISTRICT may rescind this AGREEMENT without liability.

23. THIRD PARTY BENEFICIARIES. This AGREEMENT and every provision herein is generally for the exclusive benefit of CONSULTANT and DISTRICT and not for the benefit of any other party. There will be no incidental or other beneficiaries of any of CONSULTANT's or DISTRICT's obligations under this AGREEMENT.

24. INTERPRETATION. This AGREEMENT was drafted in, and will be construed in accordance with the laws of the State of California, and exclusive venue for any action involving this agreement will be in Orange County.

25. ENTIRE AGREEMENT. This AGREEMENT, and its Attachments, sets forth the entire understanding of the parties. There are no other understandings, terms or other agreements expressed or implied, oral or written.

26. RULES OF CONSTRUCTION. Each Party had the opportunity to independently review this AGREEMENT with legal counsel. Accordingly, this AGREEMENT will be construed simply, as a whole, and in accordance with its fair meaning; it will not be interpreted strictly for or against either Party.

27. AUTHORITY/MODIFICATION. The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this AGREEMENT and to engage in the actions described herein. This AGREEMENT may be modified by written amendment. DISTRICT's DISTRICT administrator, or designee, may execute any such amendment on behalf of DISTRICT.

28. ACCEPTANCE OF FACSIMILE OR ELECTRONIC SIGNATURES. The Parties agree that this Contract, agreements ancillary to this Contract, and related documents to be entered into in connection with this Contract will be considered signed when the signature of a party is delivered by facsimile transmission or scanned and delivered via electronic mail. Such facsimile or electronic mail copies will be treated in all respects as having the same effect as an original signature.

29. FORCE MAJEURE. Should performance of this AGREEMENT be prevented due to fire, flood, explosion, war, embargo, government action, civil or military authority, the natural elements, or other similar causes beyond the Parties' control, then the AGREEMENT will immediately terminate without obligation of either party to the other.

30. TIME IS OF ESSENCE. Time is of the essence to comply with dates and schedules to be provided.

31. ATTORNEY'S FEES. The parties hereto acknowledge and agree that each will bear his or its own costs, expenses and attorneys' fees arising out of and/or connected with the negotiation, drafting and execution of the AGREEMENT, and all matters arising out of or connected therewith except that, in the event any action is brought by any party hereto to enforce this AGREEMENT, the prevailing party in such action shall be entitled to reasonable attorneys' fees and costs in addition to all other relief to which that party or those parties may be entitled.

32. STATEMENT OF EXPERIENCE. By executing this AGREEMENT, CONSULTANT represents that it has demonstrated trustworthiness and possesses the quality, fitness and capacity to perform the AGREEMENT in a manner satisfactory to DISTRICT. CONSULTANT represents that its financial resources, surety and insurance experience, service experience, completion ability, personnel, current workload, experience in dealing with private consultants, and experience in dealing with public agencies all suggest that CONSULTANT is capable of performing the proposed contract and has a demonstrated capacity to deal fairly and effectively with and to satisfy a public agency.

33. DISCLOSURE REQUIRED. (District and Consultant initials required at one of the following paragraphs)

By their respective initials next to this paragraph, DISTRICT and Consultant hereby acknowledge that Consultant is a "consultant" for the purposes of the California Political Reform Act because Consultant's duties would require him or her to make one or more of the governmental decisions set forth in Fair Political Practices Commission Regulation 18701(a)(2) or otherwise serves in a staff

capacity for which disclosure would otherwise be required were Consultant employed by the DISTRICT. Consultant hereby acknowledges his or her assuming-office, annual, and leaving-office financial reporting obligations under the California Political Reform Act and the DISTRICT's Conflict of Interest Code and agrees to comply with those obligations at his or her expense. Prior to consultant commencing services hereunder, the DISTRICT's Manager shall prepare and deliver to consultant a memorandum detailing the extent of Consultant's disclosure obligations in accordance with the DISTRICT's Conflict of Interest Code.

DISTRICT Initials gdr
Consultant Initials HT

OR

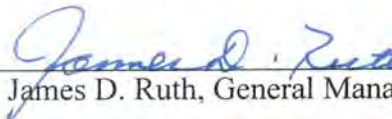
By their initials next to this paragraph, DISTRICT and Consultant hereby acknowledge that Consultant is not a "consultant" for the purpose of the California Political Reform Act because Consultant's duties and responsibilities are not within the scope of the definition of consultant in Fair Political Practice Commission Regulation 18701(a)(2)(A) and is otherwise not serving in staff capacity in accordance with the DISTRICT's Conflict of Interest Code.

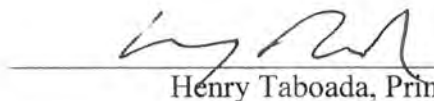
DISTRICT Initials gdr
Consultant Initials HT

IN WITNESS WHEREOF the parties hereto have executed this contract the day and year first hereinabove written.

ROSSMOOR COMMUNITY SERVICES
DISTRICT

The HTGroup, LLC.


James D. Ruth, General Manager


Henry Taboada, Principal

HTGROUP, LLC
MANAGEMENT CONSULTING
239 Campo Drive
Long Beach, CA 90803

May 27, 2017

Mr. James D. Ruth, General Manager
Rossmoor Community Services District
3001 Blume Drive
Rossmoor CA, 90720

Dear Mr. Ruth:

As we have discussed, my Agreement with the District is scheduled to end on April 1, 2016~~7~~. Should you and the Board wish for me to continue my engagement further, it would be necessary for us to agree on the terms of a new Agreement for inclusion in the Board's March Agenda.

As you also know, I am ready to reduce my work hours for the District or any new engagement with another agency. I trust that my long association with the District has been productive and that my historical perspective has continuing value. I am therefore proposing a new engagement with the following terms and conditions:

1. A term of one year subject to cancellation by the District at any time during the term.
2. Work hours primarily limited to an on-call arrangement where I would be available for either remote or in-house consultation on any matter where my consultation would be of service for you or the staff of the District.
3. A maximum of 320 work hours with the following conditions:
 - a. Phone calls or an acknowledgement of emails—15 minute minimum for each.
 - b. Research and response to phone calls or emails—1 hour minimum. Approval required for a negotiated time for an extended response.
 - c. In-house consultation—2 hour minimum.
 - d. Approval required for a negotiated time for extended research or consultation.
 - e. Reimbursement for travel for in-house consultation—0.5 hours for each visit.
4. Compensation of \$85.00 per hours plus reimbursement of ordinary expenses expended for providing consultation services.

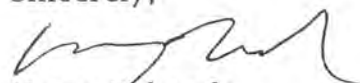
EXHIBIT A

1

5. A guaranteed minimum of 168 work hours each year with a maximum amount of work hours as determined by the District, effective April 1, 2017.

Thank you for the opportunity to having served the Rossmoor Community Services District. I am available at your convenience to discuss this matter with you.

Sincerely,



Henry Taboada
Principal

EXHIBIT A

2

PROPOSED

FIFTH AMENDED AND RESTATED CONTRACT FOR PROFESSIONAL SERVICES BETWEEN THE ROSSMOOR COMMUNITY SERVICES DISTRICT AND THE HTGROUP, LLC

This AGREEMENT (“AGREEMENT”) is entered into this 13th day of March, 2018, by and between the ROSSMOOR COMMUNITY SERVICES DISTRICT, a California special district (“DISTRICT”) and The HTGroup, LLC, a California Limited Liability Company (“CONSULTANT”).

RECITALS

- A. The DISTRICT does not have the personnel able and/or available to perform the services required under this AGREEMENT.
- B. Therefore, the DISTRICT desires to contract out for the professional services described herein.
- C. The CONSULTANT warrants to the DISTRICT that it has the qualifications, experience and facilities to perform properly and timely the services under this AGREEMENT.
- D. The DISTRICT desires to contract with the CONSULTANT to perform the services contemplated herein.

NOW, THEREFORE, based on the foregoing recitals, the DISTRICT and the CONSULTANT agree as follows:

1. CONSIDERATION AND COMPENSATION

- A. As partial consideration, CONSULTANT agrees to perform special project services under the supervision of the District General Manager and consistent with the goals established by the District Board;
- B. As additional consideration, CONSULTANT and DISTRICT agree to abide by the terms and conditions contained in this AGREEMENT;
- C. As additional consideration, DISTRICT agrees to pay CONSULTANT an hourly rate of \$85.00, pursuant to the reimbursement and minimum hourly conditions set forth in the proposal attached hereto as Exhibit “A” and incorporated herein by this reference. If any of the terms of Exhibit “A” conflict with this AGREEMENT, the terms of this AGREEMENT shall control; however, DISTRICT agrees to provide CONSULTANT with a minimum of 236 hours of work during the term of this AGREEMENT. Total compensation

during the term of this AGREEMENT shall not exceed \$27,200.00.

- D.** No additional compensation shall be paid for any other expenses incurred, unless first approved by the District Manager or his designee.
- E.** CONSULTANT shall provide an oral or written report to the District General Manager by not later than the 10th day of each month describing the services performed during the previous month and shall consult with the District General Manager to formulate a work plan outlining the tasks and goals for the current month. The DISTRICT shall pay the Consultant the monthly retainer by the 15th of each month.

2. SCOPE OF SERVICES.

- A.** CONSULTANT will perform special project services under the supervision of the DISTRICT'S General Manager and consistent with goals established by the District Board, as set forth in the proposal attached hereto as Exhibit "A".
- B.** Except as herein otherwise expressly specified to be furnished by DISTRICT, CONSULTANT will, in a professional manner, furnish all of the labor, technical, administrative, professional and other personnel, all supplies and materials, equipment, printing, vehicles, transportation, office space, and facilities necessary or proper to perform and complete the work and provide the professional services required of CONSULTANT by this AGREEMENT.
- C.** CONSULTANT shall maintain records of time spent performing assigned tasks.

3. PAYMENTS. For DISTRICT to pay CONSULTANT as specified by this AGREEMENT, CONSULTANT must provide an oral or written report and work plan as set forth in Paragraph **1.E.**

4. TIME OF PERFORMANCE. The services of the CONTRACTOR are to commence on April 1, 2018 and shall continue until April 1, 2019 unless extended in writing by the DISTRICT.

5. FAMILIARITY WITH WORK. By executing this AGREEMENT, CONSULTANT represents that CONSULTANT has (a) thoroughly investigated and considered the scope of services to be performed; (b) carefully considered how the services should be performed; and (c) understands the facilities, difficulties, and restrictions attending performance of the services under this AGREEMENT.

6. KEY PERSONNEL. CONSULTANT's key persons assigned to perform work under this AGREEMENT is Henry Taboada. CONSULTANT shall not assign another person to be in charge of the work contemplated by this AGREEMENT without the prior written authorization of the DISTRICT's General Manager.

7. TERM OF AGREEMENT. The term of this AGREEMENT shall commence on April 1, 2018 and shall expire on March 31, 2019, unless earlier termination occurs under Section 11 of this AGREEMENT, or extended in writing in advance by both parties.

8. CHANGES. DISTRICT may order changes in the services within the general scope of this AGREEMENT, consisting of additions, deletions, or other revisions, and the contract sum and the contract time will be adjusted accordingly. All such changes must be authorized in writing, executed by CONSULTANT and DISTRICT. The cost or credit to DISTRICT resulting from changes in the services will be determined in accordance with written agreement between the parties.

9. TAXPAYER IDENTIFICATION NUMBER. CONSULTANT will provide DISTRICT with a Taxpayer Identification Number.

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- A.** Except as otherwise provided, DISTRICT may terminate this AGREEMENT at any time with or without cause. Notice of termination shall be in writing.
- B.** CONSULTANT may terminate this AGREEMENT. Notice will be in writing at least 30 days before the effective termination date.
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- D.** Should the AGREEMENT be terminated pursuant to this Section, DISTRICT may procure on its own terms services similar to those terminated.

12. INDEMNIFICATION. CONSULTANT 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 CONSULTANT's performance of services hereunder or its failure to comply with any of its obligations contained in this AGREEMENT, except such loss or damage which is caused by the sole active negligence or willful misconduct of the DISTRICT (meaning that CONSULTANT shall indemnify and defend DISTRICT notwithstanding any alleged or actual passive negligence of DISTRICT which may have contributed to the claims, damages, costs or liability). Should DISTRICT in its sole discretion find CONSULTANT'S legal counsel unacceptable, then CONSULTANT 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 CONSULTANT shall promptly pay any final judgment rendered against the DISTRICT (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the CONSULTANT's negligence, recklessness or willful misconduct. 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.

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- A.** CONSULTANT agrees that DISTRICT, or designee, has the right to review, obtain, and copy all records pertaining to the performance of this AGREEMENT. CONSULTANT agrees to provide DISTRICT, or designee, with any relevant information requested and will permit DISTRICT, or designee, access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this AGREEMENT. CONSULTANT further agrees to maintain such records for a period of three (3) years following final payment under this AGREEMENT.
- B.** Upon inspection, CONSULTANT will promptly implement any corrective measures required by DISTRICT regarding the requirements and obligations of this AGREEMENT. CONSULTANT will be given a reasonable amount of time to implement said corrective measures. Failure of CONSULTANT to implement required corrective measures shall result in immediate termination of this AGREEMENT.
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 2. Automobile Liability Coverage. The CONSULTANT shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the CONSULTANT arising out of or in connection with the work to be performed under this AGREEMENT, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence.
- B. Endorsements.** Each general liability and automobile liability insurance policy shall be issued by a financially responsible insurance company or companies admitted and authorized to do business in the State of California, or which is approved in writing by DISTRICT, and shall be endorsed as follows. CONSULTANT also agrees to require all contractors, and subcontractors to do likewise.
1. “The Rossmoor Community Services District, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of The HTGroup, LLC, including materials, parts, or equipment furnished in connection with such work or operations.”
 2. This policy shall be considered primary insurance as respects the DISTRICT, its elected or appointed officers, officials, employees, agents, and volunteers. Any insurance maintained by the DISTRICT, including any self-insured retention the DISTRICT may have, shall be considered excess insurance only and shall not contribute with this policy.
 3. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
 4. The insurer waives all rights of subrogation against the DISTRICT, its elected or appointed officers, officials, employees, or agents.
 5. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the DISTRICT, its elected or appointed officers, officials, employees, agents, or volunteers.

6. The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days' written notice has been received by the DISTRICT.
- C. CONSULTANT agrees to provide immediate notice to DISTRICT of any claim or loss against Contractor arising out of the work performed under this agreement. DISTRICT assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve DISTRICT.
- D. Any deductibles or self-insured retentions must be declared to and approved by the DISTRICT. At the DISTRICT's option, the CONSULTANT shall demonstrate financial capability for payment of such deductibles or self-insured retentions.
- E. The CONSULTANT shall provide certificates of insurance with original endorsements to the DISTRICT as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the DISTRICT on or before commencement of performance of this AGREEMENT. Current certification of insurance shall be kept on file with the DISTRICT at all times during the term of this AGREEMENT.
- F. Failure on the part of the CONSULTANT to procure or maintain required insurance shall constitute a material breach of contract under which the DISTRICT may terminate this AGREEMENT pursuant to Section 11 above.

17. USE OF OTHER CONSULTANTS. CONSULTANT must obtain DISTRICT's prior written approval to use any consultants while performing any portion of this AGREEMENT. Such approval must approve of the proposed consultant and the terms of compensation.

18. FINAL PAYMENT ACCEPTANCE CONSTITUTES RELEASE. The acceptance by the CONSULTANT of the final payment made under this AGREEMENT shall operate as and be a release of the DISTRICT from all claims and liabilities for compensation to the CONSULTANT for anything done, furnished or relating to the CONSULTANT'S work or services. Acceptance of payment shall be any negotiation of the DISTRICT'S check or the failure to make a written extra compensation claim within ten (10) calendar days of the receipt of that check. However, approval or payment by the DISTRICT shall not constitute, nor be deemed, a release of the responsibility and liability of the CONSULTANT, its employees, sub-consultants and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by the DISTRICT for any defect or error in the work prepared by the Consultant, its employees, sub-consultants and agents.

19. CORRECTIONS. In addition to the above indemnification obligations, the CONSULTANT shall correct, at its expense, all errors in the work which may be disclosed during the DISTRICT's review of the Consultant's report or plans. Should the Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by the DISTRICT, and the cost thereof shall be charged to the CONSULTANT.

20. NON-APPROPRIATION OF FUNDS. Payments to be made to CONSULTANT by DISTRICT for services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted fund. In the event that DISTRICT does not appropriate sufficient funds for payment of CONSULTANT’S services beyond the current fiscal year, the AGREEMENT shall cover payment for CONSULTANT’S only to the conclusion of the last fiscal year in which DISTRICT appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

21. NOTICES. All communications to either party by the other party will be deemed made when received by such party at its respective name and address as follows:

DISTRICT	CONSULTANT
Rossmoor Community Services District 3001 Blume Drive Rossmoor, CA 90720 ATTN: District General Manager	Henry Taboada The HTGroup 239 Campo Drive Long Beach, CA 90803

Any such written communications by mail will be conclusively deemed to have been received by the addressee upon deposit thereof in the United States Mail, postage prepaid and properly addressed as noted above. In all other instances, notices will be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this paragraph. Courtesy copies of notices may be sent via electronic mail, provided that the original notice is deposited in the U.S. mail or personally delivered as specified in this Section.

22. SOLICITATION. CONSULTANT maintains and warrants that it has not employed nor retained any company or person, other than CONSULTANT’s bona fide employee, to solicit or secure this AGREEMENT. Further, CONSULTANT warrants that it has not paid nor has it agreed to pay any company or person, other than CONSULTANT’s bona fide employee, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this AGREEMENT. Should CONSULTANT breach or violate this warranty, DISTRICT may rescind this AGREEMENT without liability.

23. THIRD PARTY BENEFICIARIES. This AGREEMENT and every provision herein is generally for the exclusive benefit of CONSULTANT and DISTRICT and not for the benefit of any other party. There will be no incidental or other beneficiaries of any of CONSULTANT’s or DISTRICT’s obligations under this AGREEMENT.

24. INTERPRETATION. This AGREEMENT was drafted in, and will be construed in accordance with the laws of the State of California, and exclusive venue for any action involving this agreement will be in Orange County.

25. ENTIRE AGREEMENT. This AGREEMENT, and its Attachments, sets forth the entire understanding of the parties. There are no other understandings, terms or other agreements expressed or implied, oral or written.

26. RULES OF CONSTRUCTION. Each Party had the opportunity to independently review this AGREEMENT with legal counsel. Accordingly, this AGREEMENT will be construed simply, as a whole, and in accordance with its fair meaning; it will not be interpreted strictly for or against either Party.

27. AUTHORITY/MODIFICATION. The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this AGREEMENT and to engage in the actions described herein. This AGREEMENT may be modified by written amendment. DISTRICT's DISTRICT administrator, or designee, may execute any such amendment on behalf of DISTRICT.

28. ACCEPTANCE OF FACSIMILE OR ELECTRONIC SIGNATURES. The Parties agree that this Contract, agreements ancillary to this Contract, and related documents to be entered into in connection with this Contract will be considered signed when the signature of a party is delivered by facsimile transmission or scanned and delivered via electronic mail. Such facsimile or electronic mail copies will be treated in all respects as having the same effect as an original signature.

29. FORCE MAJEURE. Should performance of this AGREEMENT be prevented due to fire, flood, explosion, war, embargo, government action, civil or military authority, the natural elements, or other similar causes beyond the Parties' control, then the AGREEMENT will immediately terminate without obligation of either party to the other.

30. TIME IS OF ESSENCE. Time is of the essence to comply with dates and schedules to be provided.

31. ATTORNEY'S FEES. The parties hereto acknowledge and agree that each will bear his or its own costs, expenses and attorneys' fees arising out of and/or connected with the negotiation, drafting and execution of the AGREEMENT, and all matters arising out of or connected therewith except that, in the event any action is brought by any party hereto to enforce this AGREEMENT, the prevailing party in such action shall be entitled to reasonable attorneys' fees and costs in addition to all other relief to which that party or those parties may be entitled.

32. STATEMENT OF EXPERIENCE. By executing this AGREEMENT, CONSULTANT represents that it has demonstrated trustworthiness and possesses the quality, fitness and capacity to perform the AGREEMENT in a manner satisfactory to DISTRICT. CONSULTANT represents that its financial resources, surety and insurance experience, service experience, completion ability, personnel, current workload, experience in dealing with private consultants, and experience in dealing with public agencies all suggest that CONSULTANT is capable of performing the proposed contract and has a demonstrated capacity to deal fairly and effectively with and to satisfy a public agency.

33. DISCLOSURE REQUIRED. (District and Consultant initials required at one of the following paragraphs)

By their respective initials next to this paragraph, DISTRICT and Consultant hereby acknowledge that Consultant is a "consultant" for the purposes of the California Political Reform Act because Consultant's duties would require him or her to make one or more of the governmental decisions set forth in Fair Political Practices Commission Regulation 18701(a)(2) or otherwise serves in a staff

capacity for which disclosure would otherwise be required were Consultant employed by the DISTRICT. Consultant hereby acknowledges his or her assuming-office, annual, and leaving-office financial reporting obligations under the California Political Reform Act and the DISTRICT's Conflict of Interest Code and agrees to comply with those obligations at his or her expense. Prior to consultant commencing services hereunder, the DISTRICT's Manager shall prepare and deliver to consultant a memorandum detailing the extent of Consultant's disclosure obligations in accordance with the DISTRICT's Conflict of Interest Code.

DISTRICT Initials _____

Consultant Initials _____

OR

By their initials next to this paragraph, DISTRICT and Consultant hereby acknowledge that Consultant is not a "consultant" for the purpose of the California Political Reform Act because Consultant's duties and responsibilities are not within the scope of the definition of consultant in Fair Political Practice Commission Regulation 18701(a)(2)(A) and is otherwise not serving in staff capacity in accordance with the DISTRICT's Conflict of Interest Code.

DISTRICT Initials _____

Consultant Initials _____

IN WITNESS WHEREOF the parties hereto have executed this contract the day and year first hereinabove written.

ROSSMOOR COMMUNITY SERVICES
DISTRICT

The HTGroup, LLC.

James D. Ruth, General Manager

Henry Taboada, Principal

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM H-3

Date: February 13, 2018
To: Honorable Board of Directors
From: General Manager
Subject: REQUEST FOR FUNDING FOR THE "4TH OF JULY FIREWORKS SPECTACULAR" AT THE JOINT FORCES TRAINING BASE

RECOMMENDATION:

Authorize General Manager to contribute \$8,700 in funds to the 31st Annual 4th of July Fireworks Spectacular event at the JFTB.

BACKGROUND:

At their Tuesday, February 13, 2018 Board Meeting the Board directed this item to be tabled until representatives from the City of Los Alamitos could appear before the Board in person to report on the 4th of July event and the reasons behind the continual budget shortfall. City Manager Brett Plumlee and Recreation & Community Services Manager Ron Noda are here this evening to report to the Board and answer any questions they may have.

Since 2008, the District has contributed funding to this event, along with the cities of Los Alamitos, Cypress, Seal Beach, the JFTB and various private sponsors. The community of Rossmoor has viewed this event as beneficial in that it provides the public with an affordable, convenient venue to view fireworks on the 4th of July, and some may be able to view the display from their own backyards.

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.

With the Board's approval of the current year contribution, the District will receive hosting-agency status which includes VIP passes for the Board, public recognition and speaking by the Board President and other publicity.

ATTACHMENTS:

1. Letter dated January 12, 2018 from the City of Los Alamitos Requesting Contribution of Funds Including Budget Data for the 2017 Event.
2. Page 5 of the Minutes of the Regular Meeting of June 13, 2017.



CITY OF
Los Alamitos
 California

3191 Katella Avenue
 Los Alamitos, CA 90720-5600
 Telephone: (562) 431-3538
 FAX: (562) 493-1255
www.cityoflosalamitos.org

January 12, 2018

James D. Ruth, General Manager
 Rossmoor Community Services District
 3001 Blume Dr.
 Rossmoor, CA 90720

Dear Mr. Ruth:

The 4th of July Fireworks Spectacular event have been held annually for the past 30 years. Every year our event grows and touches more residents in our own communities, as well as families throughout Orange and Los Angeles Counties.

As we prepare for the 31st Annual 4th of July Fireworks Spectacular in 2018, we continue to face new challenges in addition to increases in costs associated with the fireworks display, rental equipment, and staffing. Recently, the JFTB have notified us that we are again no longer allowed to charge for parking, as access must remain free for all who enters the Base, therefore causing a loss of revenue of approximately \$10,000. We were also notified that we could not partner with religious organizations causing a \$6,000 loss in sponsorship dollars in addition to a limitation on commercial type vendors.

The Joint Forces Training Base has requested additional requirements that will cause an increase in expenditures and with the loss of revenue; we are once again seeking the support of the City of Seal Beach. We greatly appreciate the partnership with RCSD and the fact that your City has contributed \$8,700 last year in support of the regional community event.

We have experienced a growth in our total expenditures since that time from \$44,700 in 2010 to just over \$78,200 in 2017, which includes \$12,000 from the City of Los Alamitos has paid for higher fireworks.

As a result of the growing expenditures, this year we are seeking an increase to RCSD's contribution to help offset the loss of revenue and increase in event costs. Staff continues to pursue other funding sources and would greatly appreciate any leads RCSD can recommend.

As a partner of this event for many years, RCSD benefits by offering their residents an opportunity to enjoy a fireworks extravaganza and allowing your District to offer a tremendous event for minimal coordination. Please contact me at (562) 431-3538 if you have any questions or comments.

RECEIVED

JAN 19 2018

Sincerely,

Bret M. Plumlee

Bret M. Plumlee
City Manager

Discussion ensued relative to whether the approval of additional hours would set a precedent. Administrative Assistant, Liz Deering stated that the request for additional hours was a rare occurrence and she did not believe it established any precedent.

Motion by Director DeMarco seconded by Director Nitikman to approve resident's request for use of the Rush Park auditorium for a 70th Anniversary Celebration, of 150 participants on Saturday, October 21, 2017 from 12:00 noon until 1:00 p.m. Motion passed 4-0.

4. DISCUSSION AND POSSIBLE ACTION RE: CITY OF LOS ALAMITOS REQUEST FOR ADDITIONAL FUNDING FOR JFTB JULY 4TH FIREWORKS CELEBRATION

Recommendation to authorize General Manager to contribute the original \$6,200 in funds, plus additional funds in the amount of \$2,500 to the 30th Annual 4th of July Fireworks Spectacular event at the Joint Forces Training Base (JFTB).

Los Alamitos Recreation Director, Corey Lakin reported to the Board regarding challenges he faced in securing funding for this year's Fourth of July Fireworks event, the increasing restrictions imposed by the Joint Forces Training Base and permitting requirements. This year they would not be allowed to collect parking fees and there was a reduction in the allowable vendors and food trucks. Discussion ensued relative to the request for additional funding.

Motion by Director Nitikman seconded by Director Casey to contribute the original \$6,200 in funds, plus additional funds in the amount of \$2,500 to the 30th Annual 4th of July Fireworks Spectacular event at the Joint Forces Training Base (JFTB) while stipulating that the additional contribution of \$2,500 was on a one-time basis only. Motion passed 4-0.

5. ISDOC BY-LAW AMENDMENTS: APPROVAL OF THE PROPOSED BY-LAWS OF THE ORANGE COUNTY SPECIAL DISTRICT SELECTION COMMITTEE AND AUTHORIZE THE DISTRICT'S BOARD PRESIDENT OR AUTHORIZED ALTERNATE TO SIGN AND SUBMIT BALLOT

Recommendation to approve the proposed By-Laws of the Orange County Special District Selection Committee and authorize the District's Board President or designated alternate to sign and submit ballot stating same.

Brief discussion ensued relative to signatures. Motion by Director DeMarco seconded by Director Nitikman to approve the proposed By-Laws of the Orange County Special District Selection Committee and authorize the District's Board President or designated alternate to sign and submit ballot stating same. Motion passed 4-0.

6. DISCUSSION AND POSSIBLE ACTION RE: APPROVAL OF CONTRACT REASSIGNMENT TO KAROLINA SOLTANI, A NATURAL PERSON, DBA MOTIV FITNESS, LONG BEACH BOOT CAMP, FOR FITNESS INSTRUCTION AT RUSH PARK

Recommendation to approve Shannon Paul's request to terminate her contract for Fitness Instruction at Rush Park and authorize the General Manager to enter into a new agreement with Karolina Soltani, a natural person, DBA Motiv Fitness, Long Beach Boot Camp, to provide fitness instruction at Rush Park.

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM H-4

DATE: March 13, 2018
TO: Honorable Board of Directors
FROM: Chris Argueta, Recreation Superintendent
SUBJECT: Contract Services Agreement (CSA)—Children’s Garden Preschool at Rossmoor Park

RECOMMENDATION:

Approve Contract Services Agreement and Amendment to Contract Services Agreement between Rossmoor Community Services District and Children’s Garden Preschool. RCSD staff has not reported any issues with the Children’s Garden Preschool and they have also done a good job of maintaining and upholding the current contract service agreement. RCSD staff recommends continuing the same Contract Service Agreement with Children’s Garden Preschool at Rossmoor Park.

BACKGROUND:

At the previous February Rossmoor Community Services District Board Meeting, an updated Contract Services Agreement for Children’s Garden Preschool at Rossmoor Park was presented to the Board for approval. Before approving the Contract Services Agreement, RCSD staff was asked to include an updated Scope of Services and Schedule of Use. Children’s Garden Preschool has provided updated information and has been included and attached to the Contract Services Agreement for RCSD Board approval.

ATTACHMENTS:

1. Contract Services Agreement
2. Amendment To Contract Services Agreement
3. Exhibit A: Scope of Services
4. Exhibit B: Schedule of Use

**AMENDMENT NO. 1 TO ROSSMOOR COMMUNITY SERVICES DISTRICT
CONTRACT FOR INSTRUCTIONAL SERVICES**

This Amendment No. 1 ("Amendment") to the Contract for Instructional Services is made and entered into this 8th day of March, 2016 by and between the Rossmoor Community Services District ("District") and the Children's Garden Preschool ("Contractor").

RECITALS

WHEREAS, on August 28, 2015, District and Contractor entered into a Contract for Instructional Services (the "Agreement");

WHEREAS, District and Contractor desire to amend the Agreement to provide for a two-year extension of its term;

WHEREAS, at the March 8, 2016 regular meeting of the District's Board of Directors, the Board voted to authorize the General Manager to execute an amendment providing for a two-year extension of the Agreement with no other change in its terms;

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 3.1. is hereby amended to read:
 - 3.1. The operating term of the License granted hereunder and the term of this Agreement shall be from Wednesday, August 26, 2015, through Thursday, May 31, 2018, and may be terminated by District upon giving 30 days written notice to Contractor.
2. All terms and conditions of the August 28, 2015 Agreement that have not been amended by this Amendment 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.

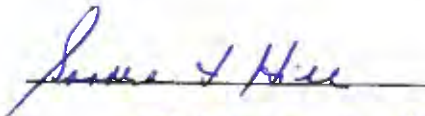
IN WITNESS WHEREOF, the parties hereto have executed and entered into this Amendment as of the date first written above.

**ROSSMOOR COMMUNITY
SERVICES DISTRICT**

By: 
James D. Ruth
General Manager

CONTRACTOR: Children's Garden Preschool

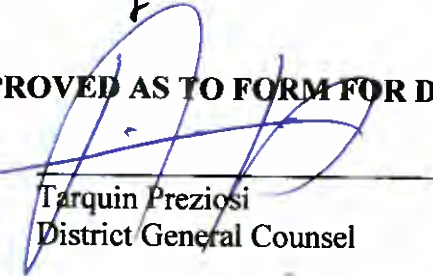
By: 
Name & Title: Cathy Bailey

By: 
Name & Title: SANDRA L. Hill

WITNESSED

By: Tarquin Preziosi

APPROVED AS TO FORM FOR DISTRICT

By: 
Tarquin Preziosi
District General Counsel

To: James Ruth
From: Sandi Hill and Cathy Bailey – Children’s Garden Pre-School

February 24, 2016

Dear Mr. Ruth,

Please accept this letter as a request by The Children’s Garden Pre-School, currently operating out of Rossmoor Park, to be placed on the agenda for the March meeting of the board of the RCSD.

We would like the opportunity to propose renewal of our contract for the 2016-1017 school year. If possible, we would like to request a 2-year renewal.

Thank you for your consideration,

Sandi Hill and Cathy Bailey

ROSSMOOR COMMUNITY SERVICES DISTRICT
CONTRACT SERVICES AGREEMENT FOR INSTRUCTIONAL SERVICES

This Contract Services Agreement ("Agreement") is made and entered into the (1st, etc.) day of 28 Month August Year 2015 by and between Rossmoor Community Services District ("DISTRICT"), and The Children's Garden ("CONTRACTOR"). The DISTRICT and CONTRACTOR are sometimes referred to in this Agreement, each individually as a "Party," or collectively, as the "Parties."

RECITALS

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

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

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

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

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

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

NOW, THEREFORE, DISTRICT AND CONTRACTOR AGREE AS FOLLOWS:

1. USE

- 1.1 CONTRACTOR may use the permitted area(s) referenced in Exhibit B, Schedule of Use for the provision and administration of The Children's Garden Preschool program at the Rossmoor Park Community Center and related activities subject to approval by the District's Board of Directors.

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

2. AGREEMENT

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

3. TERM & TERMINATION

- 3.1 The operating term of this License shall be from Wednesday, August 26, 2015 thru Friday, May 27, 2016 and may be terminated by DISTRICT upon giving 30 days written notice to CONTRACTOR.
- 3.2 This Agreement, and the License granted hereunder, may be terminated by the DISTRICT immediately based upon a breach of any of the terms and conditions of this Agreement by the CONTRACTOR.
- 3.3 **Termination by CONTRACTOR.** CONTRACTOR may terminate this Agreement upon giving 30 days written notice to DISTRICT. This Agreement, and the License granted hereunder, are not transferable or

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

4. SERVICES OF CONTRACTOR

4.1 CONTRACTOR agrees to the following:

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

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

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

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

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

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

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

- a) CONTRACTOR shall provide the Services at rates as stated on a rate schedule provided by the CONTRACTOR which shall be charged to each individual participating in preschool program. CONTRACTOR shall be solely responsible for imposing and collecting all fees charged for the Services in accordance with this Agreement.
- b) On a quarterly basis throughout the term of this Agreement, CONTRACTOR shall submit to DISTRICT a written statement which sets forth, in detail, the following: (i) the date and time of each preschool class performed; (ii) the corresponding fee imposed and collected for each class; (iii) the total amount of fees imposed and collected during the time period of the applicable statement.
- c) CONTRACTOR shall retain as the entire amount of compensation for all Services performed under this Agreement an amount equal to 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 registration fees imposed and collected during the time period of the applicable statement including amounts CONTRACTOR is required to pay under Section 5(b) and (c).
- e) CONTRACTOR shall not be reimbursed for any expenses unless authorized in writing by DISTRICT.
- f) DISTRICT shall conduct a monthly inspection of all classes conducted and compare to CONTRACTOR'S submission under 5(b).

5.1 Class discounts (e.g., Groupon, Living Social, etc) will not be considered when collecting fees from CONTRACTOR.

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

6. INDEPENDENT CONTRACTOR

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

7. USE OF PREMISES

- 7.1 **Schedule of Use.** CONTRACTOR shall comply with the Schedule of Use attached in Exhibit B. District reserves the right to use, sublease, or license the Premises to third parties. CONTRACTOR is aware and acknowledges that the Schedule of Use is subject to change to meet the scheduling and maintenance needs of the DISTRICT and agrees to indemnify and hold DISTRICT harmless for any such changes to the Schedule of Use.

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

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

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

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

8. HOURS OF USE

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

9. INDEMNIFICATION

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

costs and fees of litigation. The CONTRACTOR shall promptly pay any final judgment rendered against the DISTRICT (and its officers, officials, employees and volunteers) covered by this indemnity obligation. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

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

9.3 The requirements as to the types and limits of insurance coverage to be maintained by CONTRACTOR as required by Section 10, below and any approval of said insurance by District are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONTRACTOR pursuant to this Agreement, including, without limitation, to the provisions concerning indemnification.

10. INSURANCE

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

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

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

10.2.1 "The DISTRICT, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered

as additional insureds with respect to liability arising out of the operations by or on behalf of the named insured in connection with the Agreement between Rossmoor Community Services District and the CONTRACTOR”

- 10.3 This policy shall be considered primary insurance with respect to the DISTRICT, its elected or appointed officers, officials, employees, agents, and volunteers. Any insurance maintained by the DISTRICT, including any self-insured retention the DISTRICT, shall be considered excess insurance only and shall not contribute with this policy.
- 10.4 This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
- 10.5 The insurer waives all rights of subrogation against the DISTRICT, its elected or appointed officers, officials, employees, or agents.
- 10.6 Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the DISTRICT, its elected or appointed officers, officials, employees, agents, or volunteers.
- 10.7 The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days' written notice has been received by the DISTRICT.
- 10.8 CONTRACTOR agrees to provide immediate notice to DISTRICT of any claim or loss against CONTRACTOR and/or DISTRICT arising out of the use of District property under this Agreement. DISTRICT assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve DISTRICT.
- 10.9 Any deductibles or self-insured retentions must be declared to and approved by the DISTRICT. At the DISTRICT'S option, the CONTRACTOR shall demonstrate financial capability for payment of such deductibles or self-insured retentions.
- 10.10 The CONTRACTOR shall provide certificates of insurance with original endorsements to the DISTRICT as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the District on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the DISTRICT at all times during the term of this Agreement.

10.11 Failure on the part of the CONTRACTOR to procure or maintain required insurance shall constitute a material breach of this Agreement under which the DISTRICT may terminate this Agreement and the License pursuant to Section 3, above.

11. FINGERPRINTING

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

12. MISCELLANEOUS

12.1 **Entire Agreement.** This Agreement, dated August 26, 2015 contains the entire agreement between the parties hereto with respect to the subject matter hereof, and any other purported agreement made shall be ineffective to change, modify, discharge or effect an abandonment of this License in whole or in part unless such purported agreement is in writing and signed by the party against whom enforcement is sought.

12.2 **Applicable Law.** This License shall be governed and interpreted in accordance with the laws of the State of California.

12.3 **No Brokers.** Each party represents to the other that it has not engaged or used the services of any broker, finder, or salesperson in connection with this License.

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

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

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



District:

General Manager
3001 Blume Drive
Rossmoor, CA 90720

Rossmoor Community Services District

By: James D. Zuth

Name & title: General Manager

CONTRACTOR: Children's Garden Preschool

By: Sandra L. Hill

Name & title: SANDRA L. HILL, TEACHER

By: Cathy Bailey

Name & title: Cathy Bailey, Teacher

WITNESSED:

By: [Signature]

APPROVED AS TO FORM FOR DISTRICT:

By: [Signature]

Tarquin Preziosi, General Counsel

Exhibit A: Scope of Services

Contract Services Agreement—Instructional Services Children's Garden Preschool

I. CLASSES OFFERED

A. CONTRACTOR agrees to the following:

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

1. Children's Garden Preschool MWF Class 9am-12:30pm - 8:30 to 1:00pm
2. Children's Garden Preschool T/Th Class 9am-11:30am 8:30 to 12:30 pm

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

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

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

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

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

II. USE OF DISTRICT PROPERTY

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

1. Storage—CONTRACTOR will have use of the following District Property for storage of items:
 - a. Designated kitchen cabinets and under the sink storage in the community center, (1) designated storage cabinet (cabinet 1) on the back wall of the community center.
 - b. Two (2) kitchen cabinets above/below the hand washing sink
 - c. Children’s Garden may bring in up to four (4) locking cabinets not to exceed four (4) feet in height and be placed around the perimeter of the community room
 - d. Please see attachments for additional proposed storage options provided by Children’s Garden Preschool
 - e. Two (2) Rubbermaid locking cabinets in the kitchen patio area. Any permanent structures require Board approval. Should these items be in the way of LAGSL’s kitchen use dating mid-February to first weekend in June, smaller patio cabinet storage arrangements will need to be determined.
 - f. CONTRACTOR will provide rugs for carpeting that shall be utilized by the RASCALS after school program
2. Facility Maintenance—DISTRICT will perform preventative facility maintenance one day a week

III. PARTICIPANT WAIVER

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

RELEASE, HOLD HARMLESS AND AGREEMENT NOT TO SUE

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

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

Exhibit B: Schedule of Use

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

I. HOURS OF USE

- A. CONTRACTOR will utilize the Rossmoor Park Community Room on the following days/times
- Monday/Wednesday/Friday from 8:30am-1:00pm (Children's Garden Preschool must be out of the Community Room by 1:00pm on Wednesdays for the RASCALS after school program)
 - Tuesday/Thursday from 8:30am-12:30pm
 - Children's Garden Preschool may move items into the Community Room beginning Sunday, August 30, 2015 and must remove items by Monday, June 6, 2016
 - First day of school—September 16, 2015
 - Last day of school—Tuesday, May 27, 2015
 - No school on the following dates:
 - 10/2, 11/23-11/27, 12/17-12/31, 1/1, 1/18, 2/8, 2/15, 3/21-3/31, 4/1, 4/13, 4/21
- B. CONTRACTOR will utilize the Rossmoor Park Kitchen and patio area surrounding the Community Room and Kitchen in accordance with hours listed above
- C. Requests for class(es) shall be accordance with parks hours (7:00 am to 10:00pm)
- D. CONTRACTOR will utilize the Rossmoor Park Community Room for a quarterly Parent Orientation on the following days/times:
- Saturday, September 5, 2015—Parent Orientation
- E. CONTRACTOR will utilize the Rossmoor Park Community Room for Parent Education classes on the following days/times:
- Thursdays from 7pm-9pm (Access requested 6:45pm to 10pm)
 - September 24, 2015
 - October 15, 2015
 - November 19, 2015
 - January 21, 2016
 - February 18, 2016

- April 21, 2016
- May 19, 2016

F. Requests for additional dates and/or hours of use shall be submitted within 30 days of request. Additional requests may require authorization by the General Manager and/or approval of the Board.

Additional Information:

A. Contractor agrees not to drive onto park for loading/unloading purposes at any time.

Kitchen

door to outside storage

Middle Cabinets - storage for preschool?

Storage Storage

door

Cupboards (storage for preschool)

sink & cabinets

bathroom

Folding Snack Table (stored in closet)

Block Storage Cabinet

"Block Play Area"

Manipulative Storage Cabinet

both locked and rolling

Possible cupboards?

bathroom

heater/storage

Park's Stacking Chairs

Kitchen Book Case Set

Lower section: After School

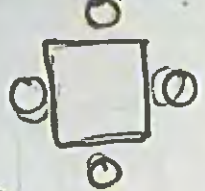
Upper Shelf:

- 1. 2 folding tables
- 2. 24 small chairs
- 3. Doll bed, couch, Puppets
- 4. Play stand
- 5. 2 small square tables

door to "patio"

Folding Activity Table (stored in closet)

"Pretend Play" (stored in closet)



doll bed couch

door Pretend Kitchen

Locking Dress up Cupboards

Office

Windows

10x12 carpet (roll up at end of day?)

Window

front door

30" x 18" deep



20" x 12"





48" x 36" wide x 12" deep







36" x 18"



36" x 18" deep

optional

optional



optional



48" x 12" deep
optional / in shed ?





CLASSROOM VANITY

Features a 15 1/4" x 14 1/4" acrylic mirror on the vanity and a full-length acrylic mirror on the inside of the piano-hinged closet door. Measures 47 3/8" W. x 12 1/4" D. x 39 1/2" H. (Stool and accessories sold separately.) Ships fully assembled excluding door handle. **KWC-7680** 73 lbs. **\$449.99†**



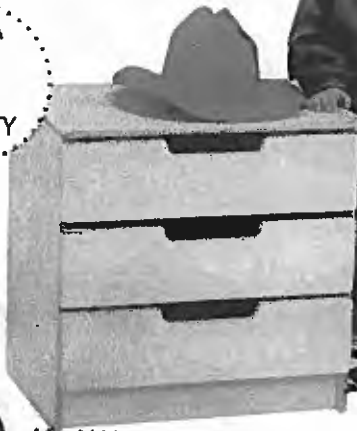
DRESS-UP CUPBOARD

This child-sized, wooden, double door cupboard features a 36" L. unbreakable acrylic mirror on the inside of one door, a shelf with storage space below and 6 clothing hooks. Measures 23 1/2" W. x 14 1/2" D. x 48" H. Ships fully assembled excluding door handles. **CP-701** 53 lbs. **\$359.99†**

DELUXE CHEST OF DRAWERS

This three-drawer hardwood chest features cutout handles, safe rounded edges and drawers with built-in safety stops. Measures 20" W. x 15" D. x 20" H. Ships fully assembled. **KWC-7685** 43 lbs. **\$224.99**

EXTRA
DEEP
FOR
STABILITY



COSTUME CAROUSEL

A revolving 4-section hardwood wardrobe with pegboard panels, a double-hook in the center of each section, and 24 additional curved hooks for hanging. Measures 36 1/2" H. x 21" diam. Ships fully assembled. **CP-20** 27 lbs. **\$299.99**



DISTORTION-FREE MIRROR

A 4' x 13" free-standing, wood-framed, acrylic mirror that mounts vertically or horizontally on its stand. **WB-338** **\$119.99**



Item numbers in red are ours exclusively.

† Denotes truck shipment.
For complete safety warnings, please see inside front cover.

MAPLE-TOP TABLES

The Maple-colored table tops are made of a 1/4" thick, non-warping, easy-to-clean, thermofused, Melamine® surface and a beige safety edge band. The fully-chromed legs are made of steel. Tables 60" and over are reinforced with a full length steel brace. CARB compliant. Our regular adjustable legs adjust in one-inch increments from 21" to 31" H. Toddler adjustable legs adjust from 15" to 21" H. 10 year warranty against defects in materials and workmanship.



RECTANGULAR TABLES WITH FULL CHROME LEGS

24" x 48" Maple Top, Chrome Legs, 53 lbs.

SLR-2448MR Standard Legs \$149.99†
SLR-2448MT Toddler Legs \$149.99†

30" x 60" Maple Top, Chrome Legs, 84 lbs.

SLR-3060MR Standard Legs \$169.99†
SLR-3060MT Toddler Legs \$169.99†

30" x 72" Maple Top, Chrome Legs, 101 lbs.

SLR-3072MR Standard Legs \$199.99†
SLR-3072MT Toddler Legs \$199.99†



ROUND TABLES

36" Round, Maple Top, Chrome Legs, 64 lbs.

SLR-36MR Standard Legs \$159.99†
SLR-36MT Toddler Legs \$159.99†

48" Round, Maple Top, Chrome Legs, 98 lbs.

SLR-48MR Standard Legs \$199.99†
SLR-48MT Toddler Legs \$199.99†



THE "STUDENT CENTER" TABLE

48" D. x 72" W. Maple Top, Chrome Legs, 150 lbs.

SLR-4872MR Standard Legs \$279.99†
SLR-4872MT Toddler Legs \$279.99†



ADJUSTABLE HEIGHT FOLDING TABLE

The sand-colored steel legs fold easily for portability and storage of this table that adjusts from 21" to 29" H. Legs have rubber crutch tips to protect floors. Tops are 3/4" Oak plastic with vinyl bumper edge to prevent marring the table top. Steel apron under top gives additional strength. Measures 30" x 72".

RY-2638 85 lbs. \$249.99†

SOLID HARDWOOD TABLES & CHAIRS

Table and chairs will stand up to years of wear and tear in the dramatic play area or as small tables used during center time. Tables stand 21" H. 12" seat height.

KRP-360 36" Round Wood Table with 2 Chairs 55 lbs. \$169.99

KRP-34 24" x 24" Wood Square Table with 2 Chairs 40 lbs. \$134.99

KRP-43 12" H. Extra Wooden Chair 8.8 lbs. \$29.99



SKU# XX-12840

BIRCH TALL LOCKABLE TEACHER STORAGE

~~\$679.99~~

Qty. 1

Special Price: **\$579.99**

[Add to Wishlist](#) [Add to Compare](#)

Product Description

This lockable teacher storage unit features 3 fixed shelves, load support shelves to prevent shelves from bowing, 4 doors with two spring catches and 2 cylinder locks. Assembles with screws and dowels. Wall fasteners recommended.

Made of Birch
Measures 30"W x 72"H. x 24"D.
225 lbs.
Truck shipped
Shipping Normal Shipping



[Zoom](#)

Availability In stock

[Be the first to review this product](#)

Additional Images



Positive option for back wall mount fasteners.

You May Also Like



Premium Maple Two-Level Standard Storage
WB-1009
\$424.99
[Add to Wishlist](#)



Premium Maple Standard Storage With Baskets
WB-1014
\$429.99
[Add to Wishlist](#)



Premium Maple Three-Level Tall Storage
WB-1010
\$499.99
[Add to Wishlist](#)



Premium Maple Compact Storage
WB-1011
\$329.99
[Add to Wishlist](#)



**AMENDMENT NO. 2 TO ROSSMOOR COMMUNITY SERVICES DISTRICT
CONTRACT FOR INSTRUCTIONAL SERVICES**

This Amendment No. 2 (“Amendment”) to the Contract for Instructional Services is made and entered into this 13th day of March, 2018 by and between the Rossmoor Community Services District (“District”) and the Children’s Garden Preschool (“Contractor”).

RECITALS

WHEREAS, on August 28, 2015, District and Contractor entered into a Contract for Instructional Services (the “Agreement”);

WHEREAS, on March 8, 2016, District and Contractor entered into Amendment No. 1 that extended the term of the Agreement for two years;

WHEREAS, District and Contractor now desire to amend the Agreement to provide for an additional three-year extension of its term and to revise Exhibits “A” and “B” thereto;

WHEREAS, at the March 8, 2018 regular meeting of the District’s Board of Directors, the Board voted to authorize the General Manager to execute an amendment providing for a three-year extension of the Agreement and revised Exhibits “A” and “B”;

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 3.1. is hereby amended to read:

3.1. The operating term of the License granted hereunder and the term of this Agreement shall be from Wednesday, August 26, 2015, through Friday, June 1, 2021, and may be terminated by District upon giving 30 days written notice to Contractor.
2. Exhibit “A”, Scope of Services, to the Agreement is hereby replaced with a revised Exhibit “A” attached hereto.
3. Exhibit “B”, Schedule of Use, to the Agreement is hereby replaced with a revised Exhibit “B” attached hereto.
4. All terms and conditions of the August 28, 2015 Agreement that have not been amended by this Amendments No 2 or shall remain in full force and effect.
5. 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.

ROSSMOOR COMMUNITY SERVICES DISTRICT

By: _____
James D. Ruth
General Manager

CONTRACTOR: Children's Garden Preschool

By: _____

Name & Title: _____

By: _____

Name & Title: _____

WITNESSED

By: _____

APPROVED AS TO FORM FOR DISTRICT

By: _____
Tarquin Preziosi
District General Counsel

ROSSMOOR COMMUNITY SERVICES DISTRICT
CONTRACT SERVICES AGREEMENT FOR INSTRUCTIONAL SERVICES

This Contract Services Agreement (“Agreement”) is made and entered into this day March 13, 2018 by and between Rossmoor Community Services District (“DISTRICT”), and The Children’s Garden (“CONTRACTOR”). The DISTRICT and CONTRACTOR are sometimes referred to in this Agreement, each individually as a “Party,” or collectively, as the “Parties.”

RECITALS

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

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

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

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

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

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

NOW, THEREFORE, DISTRICT AND CONTRACTOR AGREE AS FOLLOWS:

1. USE

- 1.1 CONTRACTOR may use the permitted area(s) referenced in Exhibit B, Schedule of Use for the provision and administration of The Children’s Garden Preschool program at the Rossmoor Park Community Center and related activities subject to approval by the District’s Board of Directors.

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

2. AGREEMENT

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

3. TERM & TERMINATION

- 3.1 The operating term of this License shall be from August 1, 2018 thru June 1, 2021. This term shall automatically renew each year for a period for three (3) years. This agreement may be terminated by DISTRICT upon giving 30 days written notice to CONTRACTOR.
- 3.2 This Agreement, and the License granted hereunder, may be terminated by the DISTRICT immediately based upon a breach of any of the terms and conditions of this Agreement by the CONTRACTOR.
- 3.3 **Termination by CONTRACTOR.** CONTRACTOR may terminate this Agreement upon giving 30 days written notice to DISTRICT. This Agreement, and the License granted hereunder, is not transferable or

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

4. SERVICES OF CONTRACTOR

4.1 CONTRACTOR agrees to the following:

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

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

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

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

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

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

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

- a) CONTRACTOR shall provide the Services at rates as stated on a rate schedule provided by the CONTRACTOR which shall be charged to each individual participating in preschool program. CONTRACTOR shall be solely responsible for imposing and collecting all fees charged for the Services in accordance with this Agreement.
- b) On a quarterly basis throughout the term of this Agreement, CONTRACTOR shall submit to DISTRICT a written statement which sets forth, in detail, the following: (i) the date and time of each preschool class performed; (ii) the corresponding fee imposed and collected for each class; (iii) the total amount of fees imposed and collected during the time period of the applicable statement.
- c) CONTRACTOR shall retain as the entire amount of compensation for all Services performed under this Agreement an amount equal to 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 registration fees imposed and collected during the time period of the applicable statement including amounts CONTRACTOR is required to pay under Section 5(b) and (c).
- e) CONTRACTOR shall not be reimbursed for any expenses unless authorized in writing by DISTRICT.
- f) DISTRICT shall conduct a monthly inspection of all classes conducted and compare to CONTRACTOR'S submission under 5(b).

5.1 Class discounts (e.g., Groupon, Living Social, etc) will not be considered when collecting fees from CONTRACTOR.

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

6. INDEPENDENT CONTRACTOR

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

7. USE OF PREMISES

- 7.1 **Schedule of Use.** CONTRACTOR shall comply with the Schedule of Use attached in Exhibit B. District reserves the right to use, sublease, or license the Premises to third parties. CONTRACTOR is aware and acknowledges that the Schedule of Use is subject to change to meet the scheduling and maintenance needs of the DISTRICT and agrees to indemnify and hold DISTRICT harmless for any such changes to the Schedule of Use.

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

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

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

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

8. HOURS OF USE

8.1 CONTRACTOR agrees to use the facility in accordance with Exhibit B Schedule of Use.

8.2 Requests for additional hours of use may be granted with written approval from the DISTRICT within 30 days of scheduled event.

9. INDEMNIFICATION

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

costs and fees of litigation. The CONTRACTOR shall promptly pay any final judgment rendered against the DISTRICT (and its officers, officials, employees and volunteers) covered by this indemnity obligation. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

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

9.3 The requirements as to the types and limits of insurance coverage to be maintained by CONTRACTOR as required by Section 10, below and any approval of said insurance by District are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONTRACTOR pursuant to this Agreement, including, without limitation, to the provisions concerning indemnification.

10. INSURANCE

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

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

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

10.2.1 "The DISTRICT, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered

as additional insured with respect to liability arising out of the operations by or on behalf of the named insured in connection with the Agreement between Rossmoor Community Services District and the CONTRACTOR”

- 10.3 This policy shall be considered primary insurance with respect to the DISTRICT, its elected or appointed officers, officials, employees, agents, and volunteers. Any insurance maintained by the DISTRICT, including any self-insured retention the DISTRICT, shall be considered excess insurance only and shall not contribute with this policy.
- 10.4 This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
- 10.5 The insurer waives all rights of subrogation against the DISTRICT, its elected or appointed officers, officials, employees, or agents.
- 10.6 Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the DISTRICT, its elected or appointed officers, officials, employees, agents, or volunteers.
- 10.7 The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days' written notice has been received by the DISTRICT.
- 10.8 CONTRACTOR agrees to provide immediate notice to DISTRICT of any claim or loss against CONTRACTOR and/or DISTRICT arising out of the use of District property under this Agreement. DISTRICT assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve DISTRICT.
- 10.9 Any deductibles or self-insured retentions must be declared to and approved by the DISTRICT. At the DISTRICT'S option, the CONTRACTOR shall demonstrate financial capability for payment of such deductibles or self-insured retentions.
- 10.10 The CONTRACTOR shall provide certificates of insurance with original endorsements to the DISTRICT as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the District on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the DISTRICT at all times during the term of this Agreement.

10.11 Failure on the part of the CONTRACTOR to procure or maintain required insurance shall constitute a material breach of this Agreement under which the DISTRICT may terminate this Agreement and the License pursuant to Section 3, above.

11. FINGERPRINTING

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

12. MISCELLANEOUS

12.1 **Entire Agreement.** This Agreement, dated August 26, 2015 contains the entire agreement between the parties hereto with respect to the subject matter hereof, and any other purported agreement made shall be ineffective to change, modify, discharge or effect an abandonment of this License in whole or in part unless such purported agreement is in writing and signed by the party against whom enforcement is sought.

12.2 **Applicable Law.** This License shall be governed and interpreted in accordance with the laws of the State of California.

12.3 **No Brokers.** Each party represents to the other that it has not engaged or used the services of any broker, finder, or salesperson in connection with this License.

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

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

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

District: General Manager
 3001 Blume Drive
 Rossmoor, CA 90720

Rossmoor Community Services District

By: _____

Name & title: _____

CONTRACTOR: Children's Garden Preschool

By: _____

Name & title: _____

By: _____

Name & title: _____

WITNESSED:

By: _____

APPROVED AS TO FORM FOR DISTRICT:

By: _____

Tarquin Preziosi, General Counsel

Exhibit A: Scope of Services**Contract Services Agreement—Instructional Services
Children’s Garden Preschool****I. CLASSES OFFERED**

A. CONTRACTOR agrees to the following:

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

1. **Children’s Garden Preschool MWF Class 9am-12:30pm**
2. **Children’s Garden Preschool T/Th Class 9am-11:30am**

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

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

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

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

1. **Cathy Bailey (daily)**
2. **Sandi Hill (daily)**
3. **Substitute teachers: Cari Manvydas, Natalie Belger, Tracy Smith on an as-needed basis**

II. USE OF DISTRICT PROPERTY

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

1. Storage—CONTRACTOR will have use of the following District Property for storage of items:
 - a. Designated kitchen cabinets and under the sink storage in the community center, (1) designated storage cabinet (cabinet 1) on the back wall of the community center.
 - b. Two (2) kitchen cabinets above/below the hand washing sink

- c. Children’s Garden may bring in up to four (4) locking cabinets not to exceed four (4) feet in height and be placed around the perimeter of the community room
 - d. Please see attachments for additional proposed storage options provided by Children’s Garden Preschool
 - e. Two (2) Rubbermaid locking cabinets in the kitchen patio area. Any permanent structures require Board approval. Should these items be in the way of LAGSL’s kitchen use dating mid-February to first weekend in June, smaller patio cabinet storage arrangements will need to be determined.
 - f. CONTRACTOR will provide rugs for carpeting that shall be utilized by the RASCALS after school program
2. Facility Maintenance—DISTRICT will perform preventative facility maintenance one day a week

III. PARTICIPANT WAIVER

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

RELEASE, HOLD HARMLESS AND AGREEMENT NOT TO SUE

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

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

Exhibit B: Schedule of Use**Contract Services Agreement—Instructional Services
Children’s Garden Preschool Program****I. HOURS OF USE**

- A. CONTRACTOR will utilize the Rossmoor Park Community Room on the following days/times
- Monday/Wednesday/Friday from 8:30am-1:00pm (Children’s Garden Preschool must be out of the Community Room by 1:00pm on Wednesdays for the RASCALS after school program)
 - Tuesday/Thursday from 8:30am-12:30pm
 - Children’s Garden Preschool may move items into the Community Room beginning Sunday, August 26, 2018 and must remove items by Monday, June 4, 2019
 - First day of school—September 4, 2018
 - Last day of school—Tuesday, May 29, 2019
 - No school on the following dates:
 - 11/12, 11/19 - 11/23, 12/24 - 1/4, 1/21, 2/18, 4/15 - 4/29, 5/27
- B. CONTRACTOR will utilize the Rossmoor Park Kitchen and patio area surrounding the Community Room and Kitchen in accordance with hours listed above
- C. Requests for class(es) shall be accordance with parks hours (7:00 am to 10:00pm)
- D. CONTRACTOR will utilize the Rossmoor Park Community Room for a quarterly Parent Orientation on the following days/times:
- Saturday, September 1, 2018—Parent Orientation
- E. CONTRACTOR will utilize the Rossmoor Park Community Room for Parent Education classes on the following days/times:
- Thursdays from 7pm-9pm (Access requested 6:45pm to 10pm)
 - September 20, 2018
 - October 18, 2018
 - November 15, 2018
 - January 17, 2019
 - February 21, 2019
 - March 21, 2019
 - May 16, 2019

- F. Requests for additional dates and/or hours of use shall be submitted within 30 days of request. Additional requests may require authorization by the General Manager and/or approval of the Board.

Additional Information:

- A. Contractor agrees not to drive onto park for loading/unloading purposes at any time.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/1/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Alandale Insurance Agency 11022 Winners Circle, Ste. 100 Los Alamitos CA 90720	CONTACT NAME: Select Customer PHONE (A/C, No, Ext): (562) 493-3521 E-MAIL ADDRESS:	FAX (A/C, No): (562) 430-5300
	INSURER(S) AFFORDING COVERAGE	
INSURED Sandra Hill & Cathy Bailey DBA: Childrens Garden 11751 Newberry Rd Rossmoor CA 90720	INSURER A: Scottsdale Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER Master 17-18

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL/SUBR INSD / WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	CPS2739487	8/27/2017	8/27/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Errors & Omissions \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
		X				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is named as additional insured with primary and non contributory coverage and waiver of subrogation applies as their interest may when required by contract.

*30 Days Notice of Cancellation with 10 Days Notice for Non-Payment of Premium

CERTIFICATE HOLDER**CANCELLATION**

Rossmoor Community Services District
 3021 Blume Drive
 Rossmoor, CA 90720

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Dina Corsi/DINA

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Rossmoor Community Services District 3021 Blume Dr. Rossmoor, CA 90720	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.