

AGENDA
BOARD OF DIRECTORS
ROSSMOOR COMMUNITY SERVICES DISTRICT

SPECIAL MEETING

Please be advised that all persons wishing to attend this meeting may do so in person or via Zoom.

Join Zoom Meeting:

<https://us06web.zoom.us/j/87999951119?pwd=ejFSM2lXSEVya1EwSFVlbnZQ2NldPZz09>

Enter Meeting ID: **879 9995 1119**/Password: **Rossmoor**

RUSH PARK
Auditorium
3021 Blume Drive
Rossmoor, California 90720

Tuesday, October 19, 2021

7:30 p.m.

This Board meeting will take place in person and virtually via Zoom Webinar pursuant to Assembly Bill 361 and Resolution of the Board of Directors No. 21-10-12-02. To participate in the meeting via Zoom, please follow the following instructions.

1. To Participate via Zoom Webinar:

Please click the link below to join the webinar:

<https://us06web.zoom.us/j/87999951119?pwd=ejFSM2lXSEVya1EwSFVlbnZQ2NldPZz09>

Or sign into Zoom.com and "Join a Meeting"

*Enter Webinar ID: **879 9995 1119**/Password: **Rossmoor***

- *If Zoom is not already installed on your computer, click "Download & Run Zoom" on the launch page and press "Run" when prompted by your browser. If Zoom has previously been installed on your computer, please allow a few moments for the application to launch automatically.*

- *Select "Join Audio via Computer."*

- *The virtual conference room will open. If you receive a message reading, "Please wait for the host to start this meeting," simply remain in the room until the meeting begins.*

- *During the Public Comment Period, use the "raise hand" feature located in the participants' window and wait for district staff to announce your name and unmute your line when it is your turn to speak. Comments are limited to 3 minutes, or as otherwise directed.*

2. To Participate via telephone:

*Call: **US: +1 669 900 6833** Webinar ID: **879 9995 1119**/Password: **Rossmoor***

*During the Public Comment Period, press *9 to add yourself to the queue and wait for city staff to announce your name/phone number and press *6 to unmute your line when it is your turn to speak. Comments are limited to 3 minutes, or as otherwise directed.*

3. Additionally, members of the public who wish to make a written comment on a specific agenda item, may submit a written comment via email to the District Secretary at jmendoza@rossmoor-csd.org. Comments received by 3:00 p.m. on the date of the meeting will be provided to the Board of Directors, made available to the public, and will be part of the meeting record.

This agenda contains a brief description of each item to be considered. Except as provided by law; no action shall be taken on any item not appearing in the agenda. To speak on an item if

physically present at the meeting, complete a Speaker Request Form(s) identifying the item(s) and topic and deposit it in the speaker request box. To speak on a matter not appearing in the agenda, but under the jurisdiction of the Board of Directors, you may do so during Public Comments at the beginning of the meeting. Speaker request forms must be deposited prior to the beginning of Public Comments. When addressing the Board, 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, CA 90720; 9:00 a.m. - 5:00 p.m., 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 the RCSD website at <http://www.rossmoor-csd.org>.

A. ORGANIZATION

- 1. CALL TO ORDER: 7:30 p.m.
- 2. ROLL CALL: Directors DeMarco, Nitikman, Rips, Searles
President Barke
- 3. PLEDGE OF ALLEGIANCE: Director Searles
- 4. PRESENTATIONS: None
- 5. PUBLIC COMMENT: *Any person may address the Board of Directors at this time regarding the item(s) on this agenda.*
Gov. Code Section 54954.3(a).

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. RESOLUTIONS

- 1. RESOLUTION NO. 21-10-19-01 A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ROSSMOOR COMMUNITY SERVICES DISTRICT REQUESTING THAT THE ROSSMOOR COMMUNITY SERVICES DISTRICT REMAIN IN AN ASSEMBLY, STATE SENATE, AND CONGRESSIONAL DISTRICT THAT IS NOT SHARED WITH THE CITY OF LONG BEACH, AND INSTEAD IN ORANGE COUNTY BASED DISTRICTS SO THAT THE CONCERNS OF OUR COMMUNITY AND ELECTORATE CAN BE ADEQUATELY ADDRESSED

D. REGULAR CALENDAR

- 1. DISCUSSION AND POSSIBLE ACTION RE: APPROVAL OF AMENDMENT 1 TO COOPERATIVE SERVICES AGREEMENT MA-080-19011372 BETWEEN THE COUNTY OF ORANGE AND THE ROSSMOOR COMMUNITY SERVICES DISTRICT FOR STREET SWEEPING SERVICES

E. 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.

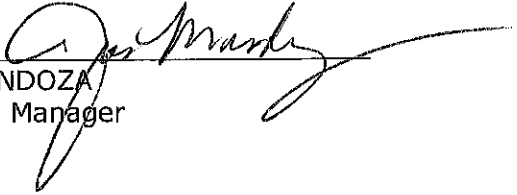
Pursuant to Government Code Section 54957.5, any writing that: (1) is a public record; (2) relates to an agenda item for an open session of a regular meeting of the Board of Directors; and (3) is distributed less than 24 hours prior to that meeting, will be made available for public inspection at the 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 October 19, 2021, 7:30 a.m. Special Meeting of the Board of Directors of the Rossmoor Community Services District was posted at least 24 hours prior to the time of the meeting.

ATTEST:



JOE MENDOZA
General Manager

Date 10/15/2021

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM C-1

Date: October 19, 2021

To: Honorable Board of Directors

From: General Manager Joe Mendoza

Subject: RESOLUTION NO. 21-10-11-01 A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ROSSMOOR COMMUNITY SERVICES DISTRICT REQUESTING THAT THE ROSSMOOR COMMUNITY SERVICES DISTRICT REMAIN IN AN ASSEMBLY, STATE SENATE, AND CONGRESSIONAL DISTRICT THAT IS NOT SHARED WITH THE CITY OF LONG BEACH, AND INSTEAD IN ORANGE COUNTY BASED DISTRICTS SO THAT THE CONCERNS OF OUR COMMUNITY AND ELECTORATE CAN BE ADEQUATELY ADDRESSED

RECOMMENDATION

Approve by roll call vote, Resolution No. 21-10-19-01 by reading the title only and waiving further reading as follows:

A RESOLUTION OF THE BOARD OF THE ROSSMOOR COMMUNITY SERVICES DISTRICT A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ROSSMOOR COMMUNITY SERVICES DISTRICT REQUESTING THAT THE ROSSMOOR COMMUNITY SERVICES DISTRICT REMAIN IN AN ASSEMBLY, STATE SENATE, AND CONGRESSIONAL DISTRICT THAT IS NOT SHARED WITH THE CITY OF LONG BEACH, AND INSTEAD IN ORANGE COUNTY BASED DISTRICTS SO THAT THE CONCERNS OF OUR COMMUNITY AND ELECTORATE CAN BE ADEQUATELY ADDRESSED

INFORMATION

At the Tuesday, October 12, 2021 regular meeting of the Rossmoor Community Services District (RCSD) Board of Directors, the General Manager brought forth the proposed redistricting that is being discussed by the California Citizens Redistricting Commission. Information about the Commission is available at <https://www.wedrawthelinesca.org>. As discussion ensued, the RCSD Board raised concerns regarding the possibility of the RCSD being placed in State Senate, Assembly, and Congressional districts with the City of Long Beach within Los Angeles County. At least one local group, the Keep Long Beach Together Coalition, has recently advocated to the Redistricting Commission that Rossmoor, along with northern Orange County cities such as Cypress and Los Alamitos be included as part of the greater Long Beach area. Because the RCSD is within Orange County and receives services from Orange County agencies, the Board strongly felt that staying connected with Orange County and those State and local legislators would be most advantageous to the District and the constituents we serve.

Therefore, a draft resolution is attached that may be used to formally express the District's desire to remain in an Assembly, State Senate, and Congressional District that is not shared with the City of Long Beach; and instead remain in Orange County based Districts. If adopted, the resolution will be submitted for consideration to the Redistricting Commission.

ATTACHMENT

1. Resolution No. 21-10-19-01
2. October 4, 2021 letter from Keep Long Beach Together Coalition

RESOLUTION 21-10-19-01

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ROSSMOOR COMMUNITY SERVICES DISTRICT REQUESTING THAT THE ROSSMOOR COMMUNITY SERVICES DISTRICT REMAIN IN AN ASSEMBLY, STATE SENATE, AND CONGRESSIONAL DISTRICT THAT IS NOT SHARED WITH THE CITY OF LONG BEACH, AND INSTEAD IN ORANGE COUNTY BASED DISTRICTS SO THAT THE CONCERNS OF OUR COMMUNITY AND ELECTORATE CAN BE ADEQUATELY ADDRESSED

WHEREAS, the Constitution of the United States requires a Census to be conducted every ten years;

WHEREAS, following the Census, the legislative districts across the country are reapportioned and redistricted to account for changes in population and to achieve equal representation;

WHEREAS, in 2008, the People of California passed Proposition 11 to create the California Citizens Redistricting Commission charged with redrawing the lines for State Senate, Assembly, and Board of Equalization districts in California, and Congressional districts with the passage of Proposition 20 in 2010;

WHEREAS, the California Citizens Redistricting Commission has begun the process for mapping legislative districts to cover the ten-year period beginning in 2022;

WHEREAS, the Rossmoor Community Services District is located in Orange County and has ties and communities of interest with Northwest Orange County, including the cities of Los Alamitos and Seal Beach, such as the Los Alamitos Unified School District, the Rossmoor-Los Alamitos Sewer District, public safety services from the Orange County Sheriff's Department, among others;

WHEREAS, the Rossmoor Community Services District has separate interests from the City of Long Beach and Los Angeles County, despite geographical closeness, including home values, demographics, community pride, among others;

WHEREAS, early visualization concepts have been requested to potentially place the Rossmoor Community Services District and other Northwest Orange communities with Long Beach where community public policy issues would not be adequately addressed.

NOW THEREFORE, BE IT RESOLVED, that the Rossmoor Community Services District remain in an Assembly, State Senate, and Congressional District that is not shared with the City of Long Beach, and instead in Orange County based districts so that the concerns of our community and electorate can be adequately addressed.

PASSED AND ADOPTED this 19th day of October 2021.

AYES:

NOES:

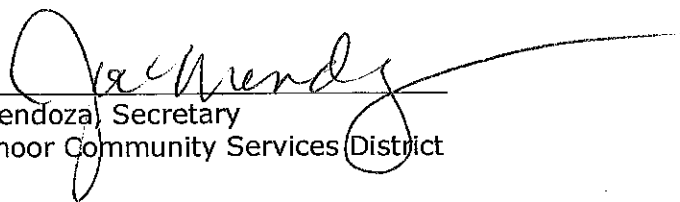
ABSTAIN:

ABSENT:

BOARD OF DIRECTORS
ROSSMOOR COMMUNITY SERVICES DISTRICT

Jeffrey Barke, President

ATTEST:



Joe Mendoza, Secretary
Rossmoor Community Services District



October 4, 2021

2020 Citizens Redistricting Commission
 721 Capitol Mall, Suite 260
 Sacramento, CA 95814

Re: Visualization: Response Letter – Long Beach

Dear Commissioners Ahmad, Akutagawa, Andersen, Fernández, Fornaciari, Kennedy, Le Mons, Sadhwani, Sinay, Taylor, Toledo, Turner, Vázquez and Yee:

On behalf of the keep Long Beach together coalition, we write to thank the State Redistricting Commission and staff for the map visualizations that were released for today’s meeting. Our coalition includes residents, business leaders, racial justice organizations, community organizers and nonprofit leaders throughout Long Beach. We are very grateful that you have heard us.

We want to state, as we have in our last letter, that as you look to fill out the Long Beach area congressional district, please consider including north Orange County cities along our eastern border, like Cypress, Rossmoor and Los Alamitos, as well as LA County cities on our northern border like Lakewood and Bellflower. All of these communities are a part of the greater Long Beach area and share the same newspapers, hospitals, school systems and high education institutions.

Long Beach is not part of the gateway cities to our west. Most of those communities are a part of the City of Los Angeles and connect to the gateway cities to the north.

We know that the decisions before you are incredibly important and complex. Thank you for providing so many opportunities for the public to engage and communicate with all of you.

Sincerely,

Keep Long Beach Together Coalition

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM D-1

Date: October 19, 2021

To: Honorable Board of Directors

From: General Manager Joe Mendoza

Subject: DISCUSSION AND POSSIBLE ACTION RE: APPROVAL OF AMENDMENT 1 TO COOPERATIVE SERVICES AGREEMENT MA-080-19011372 BETWEEN THE COUNTY OF ORANGE AND THE ROSSMOOR COMMUNITY SERVICES DISTRICT FOR STREET SWEEPING SERVICES

RECOMMENDATION

Review the information provided and:

1. Approve Amendment 1 to Cooperative Services Agreement MA-080-19011372 between the County of Orange and the Rossmoor Community Services District (RCSD) for Street Sweeping Services; and
2. Give the General Manager the authority to execute the final agreement with the County of Orange once the final agreement has been received and reviewed by RCSD General Counsel.

INFORMATION

The RCSD Board of Directors and General Manager have been working diligently to provide a new street sweeping schedule for the District that would alleviate the parking issues on street sweeping days by going to an odd/even side of the street sweeping schedule. This effort culminated with the support of Supervisor Katrina Foley who agreed to increase the amount the County would contribute towards the District's street sweeping, from \$60,000 to \$80,000. Supervisor Foley introduced this item to the Board of Supervisors for approval. Subsequently, at the Tuesday, October 5, 2021 regular meeting of the Orange County Board of Supervisors, the Board of Supervisors approved Amendment 1 to Cooperative Services Agreement MA-080-19011372 between the County of Orange and the Rossmoor Community Services District (RCSD) for Street Sweeping Services.

Attached for your information is a copy of the agenda report and attachments which outline the new street sweeping program and includes the amendment to the existing street sweeping agreement that would raise the County's contribution to \$80,000 and amend the street sweeping schedule.

The General Manager is in the process of receiving three bids for street sweeping services and anticipates presenting this item to the RCSD Board for approval and vendor selection at the November 9, 2021 regular Board meeting.

ATTACHMENT

1. County of Orange Board of Supervisors Agenda Staff Report, October 5, 2021, Subject: Approve Amendment #1 to Street Sweeping Services Agreement with Rossmoor

Agenda Item

AGENDA STAFF REPORT



ASR Control 21-000794

MEETING DATE: 10/05/21
LEGAL ENTITY TAKING ACTION: Board of Supervisors
BOARD OF SUPERVISORS DISTRICT(S): 2
SUBMITTING AGENCY/DEPARTMENT: OC Public Works (Approved)
DEPARTMENT CONTACT PERSON(S): Kevin Onuma (714) 647-3939
Edward Frondoso (714) 245-4596

SUBJECT: Approve Amendment #1 to Street Sweeping Services Agreement with Rossmoor

CEO CONCUR Concur	COUNTY COUNSEL REVIEW Approved Agreement to Form	CLERK OF THE BOARD Consent Calendar 3 Votes Board Majority
-----------------------------	--	---

Budgeted: Yes **Current Year Cost:** See Financial Impact Section **Annual Cost:** See Financial Impact Section

Staffing Impact: No **# of Positions:** **Sole Source:** N/A

Current Fiscal Year Revenue: N/A **County Audit in last 3 years:** No

Funding Source: Fund 115: 100%

Prior Board Action: 5/7/2019 #6, 4/29/2014 #28

RECOMMENDED ACTION(S):

1. Execute Amendment #1 to Cooperative Services Agreement with the Rossmoor Community Services District for Street Sweeping Services in the unincorporated areas within the Rossmoor Community Services District’s sphere of influence, in an amount not to exceed \$80,000 annually for the remaining term of the Cooperative Services Agreement.
2. Authorize the Director of OC Public Works, or designee, to amend the Cooperative Services Agreement so long as any future amendments does not increase compensation by more than 10 percent of the annual amount listed in Amendment #1 or materially alters the Street Sweeping Services.

SUMMARY:

Approval of Amendment #1 to the Cooperative Services Agreement with the Rossmoor Community Services District for Street Sweeping Services will support the County of Orange External Restructuring Policy by providing efficient delivery of municipal services to unincorporated areas.

BACKGROUND INFORMATION:

Since 1995, the Board of Supervisors (Board) placed emphasis on developing a comprehensive strategy to address Countywide service delivery issues. In 1996, the Board adopted the County of Orange (County) External Restructuring Policy Report to identify the governmental agency responsible for public service delivery. In the report, the Board identified the County's core businesses of public safety, public health, environmental protection, regional planning, public assistance, social services and aviation. The report also discussed the County working collaboratively with cities and single purpose agencies to delineate other service needs and the delivery of those services.

In support of this Board policy, the County and the Rossmoor Community Services District (District) reached an agreement for the District to provide Street Sweeping Services (Services) to the unincorporated areas within the District's sphere of influence (Sphere). Prior Board actions are summarized in the table below.

Action Date	Approved by	Agreement No.	Effective Date	End Date	Amount
July 1, 2009	County Procurement Officer	MA-080-10010049	July 1, 2009	June 30, 2014	\$52,000
April 29, 2014	Board	D14-014 (renewable up to four years)	July 1, 2014	June 30, 2015	\$55,000
July 1, 2015	Automatic renewal	D14-014	July 1, 2015	July 30, 2016	\$55,000
July 1, 2016	Automatic renewal	D14-014	July 1, 2016	July 30, 2017	\$55,000
July 1, 2017	Automatic renewal	D14-014	July 1, 2017	July 30, 2018	\$55,000
July 1, 2018	Automatic renewal	D14-014	July 1, 2018	July 30, 2019	\$55,000
May 7, 2019	Board	MA-080-19011372	July 1, 2019	No End Date*	\$60,000

* The effective dates identified on ASR 19-000200, approved by the Board on May 7, 2019, refer to the annual not to exceed amount, not the agreement term.

The current Cooperative Services Agreement MA-080-19011372 (CSA) allows for Services two times per month. The District wishes to alter the street sweeping schedule to four times per month (twice for the side of the streets with even addresses and twice for the side of the streets with odd addresses) to alleviate parking issues for the residents of the District stemming from the Services. This alteration to the schedule for Services requires an increase in the amount paid to the District. The District provided the increased not to exceed amount used in Amendment #1 to the current CSA. Once the Board approves the increased amount, the District will finalize the schedule and enter into a street sweeping contract with a contractor. There are no changes to the term of the CSA, which will remain in effect from July 1, 2019, until terminated by either the County or the District on or before January 1, 2022.

Recommended Action #2 clarifies the County's intent to follow Section 5 of the CSA allowing for amendments to be made if agreed upon by the Director of OC Public Works or designee on behalf of the County and by the District General Manager or designee on behalf of the District as long as any amendment does not increase compensation by more than 10 percent of the annual agreement amount or materially alter the Services. This provision will allow for any future increases in costs within these limitations if necessitated by cost increases during the life of this CSA.

OC Public Works is recommending that the Board approve Amendment #1 to the CSA No. MA-080-19011372 in the amount of \$80,000 annually for the remaining term of the CSA.

Compliance with CEQA: The proposed project was previously determined to be Categorically Exempt from CEQA pursuant to Section 15301 (Class 1) of the CEQA Guidelines, on May 7, 2019, when it originally

approved. CEQA Guidelines Section 15301 provides for the exemption of maintenance of existing facilities involving negligible or no expansion of existing use.

FINANCIAL IMPACT:

Appropriations for this CSA are included in the FY 2021-22 Budget for Fund 115, OC Road, 100 percent and are pro-rated costs at \$60,493. FY 2022-23 costs are anticipated to be \$80,000 but are subject to an annual increase in an amount not to exceed 10 percent, and will be included in the budgeting process for future years.

The proposed CSA includes a provision stating that the CSA is subject to, and contingent upon, applicable budgetary appropriations being approved by the Board for each fiscal year during the term of the CSA. If such appropriations are not approved, the CSA may be terminated without penalty to the County.

STAFFING IMPACT:

N/A

ATTACHMENT(S):

Attachment A - Amendment #1 to CSA No. MA-080-19011372

Attachment B - Redline to Amendment #1 to MA-080-19011372

AMENDMENT #1 OF AGREEMENT MA-080-19011372
BETWEEN THE COUNTY OF ORANGE AND
THE ROSSMOOR COMMUNITY SERVICES DISTRICT
FOR STREET SWEEPING SERVICES

THIS AMENDMENT #1 TO AGREEMENT MA-080-19011372 IS MADE AND ENTERED INTO EFFECTIVE _____, is by and between County of Orange, a political subdivision of the State of California, (referred to herein as “County”), and the Rossmoor Community Services District (“District”) hereinafter sometimes referred to individually known as “party” and collectively known as the “parties.”

RECITALS

WHEREAS, County has unincorporated road segments within the District that fall within the District’s sphere of influence; and

WHEREAS, County and District entered into Agreement MA-080-19011372 (“Agreement”) on May 7, 2019 for Street Sweeping Services in the amount not to exceed \$60,000; and

WHEREAS, Current scope of Street Sweeping Services allows for street sweeping two (2) times per month; and

WHEREAS, District wishes to alleviate parking issues for the residents of the District stemming from street sweeping by altering the street sweeping schedule from two (2) times per month for the entire neighborhood to four (4) times per month (twice for the even addresses side of the streets and twice for the odd addresses side of the streets); and

WHEREAS, the alteration in the street sweeping schedule requires an increase in the amount paid to the District; and

WHEREAS, the parties wish to amend the Agreement to allow the altered street sweeping schedule to alleviate the parking issues for the residents of the District; and

WHEREAS, the parties wish to amend the Agreement to clarify the parties’ responsibilities

NOW, THEREFORE, it is mutually understood and agreed by County and District that the Agreement is amended as follows:

AMENDMENT #1

1. Paragraph 3 of the Agreement is deleted in its entirety and replaced with the following:

“3. COMPENSATION FOR SERVICES

In consideration for the Street Sweeping Services, which District provides to County, County agrees to compensate District in accordance with the rates set forth on Exhibit B.

District shall submit an invoice to County at the end of each fiscal year for the actual costs of Street Sweeping Services which shall not exceed the rates in Exhibit B or as amended per Section 5 of this Agreement.”

2. Paragraph 6 of the Agreement is deleted in its entirety and replaced with the following:

“6. TERMINATION

Either Party may terminate this Agreement by giving at least six (6) months notice to the other party prior to the end of the current fiscal year term in effect at the time of termination.”

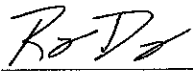
3. Exhibit B of the Agreement is deleted in its entirety and replaced with the Exhibit B attached to this Amendment #1.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment #1, which may be executed in two or more counterparts each of which shall be deemed an original, to be executed on the date following their respective signatures, which the date of the last signature shall be the effective date listed above.

COUNTY OF ORANGE

APPROVED AS TO FORM:
Office of the County Counsel

By: _____
Andrew Do
Chair of the Board of Supervisors

By:  _____
Ray Diaz
Deputy County Counsel
County of Orange, California

Date: _____

Date: September 9, 2021

ATTEST:

By: _____

Clerk of the Board

Date: _____

**ROSSMOOR COMMUNITY SERVICES
DISTRICT**

By: _____
Joe Mendoza
General Manager

Date: _____

SIGNED AND CERTIFIED THAT A COPY
OF THIS DOCUMENT HAS BEEN
DELIVERED TO THE MANAGER OF
ROSSMOOR COMMUNITY SERVICES
DISTRICT

By: _____
District Secretary

ATTACHMENT: EXHIBIT B - PRICING

STREET SWEEPING SERVICES

ROSSMOOR COMMUNITY SERVICES DISTRICT

TOTAL CURB MILES	NUMBER OF SWEEPS PER YEAR (ESTIMATED)	TOTAL ANNUAL COST (NOT TO EXCEED)
67	48	\$80,000.00

FOR THIS QUOTE TO BE VALID, THIS PAGE MUST BE SIGNED:

ROSSMOOR COMMUNITY SERVICES DISTRICT
Company Name

Authorized Signature/Title

Authorized Signature/Title

If a corporation, the documents must be signed by two corporate officers. The first signature must be either the Chair of the Board, President, or any Vice President. The second signature must be a Secretary, an Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer.

**AGREEMENT BETWEEN
THE COUNTY OF ORANGE AND
THE ROSSMOOR COMMUNITY SERVICES DISTRICT
FOR STREET SWEEPING SERVICES**

This Agreement MA-0580-19011372 is made and entered into this 7th day of May 2019, by and between the County of Orange ("County") and the Rossmoor Community Services District ("District"), hereinafter sometimes referred to individually as "party" and collectively as "parties".

RECITALS

WHEREAS, County and District entered into Agreement, effective July 1, 2019 through June 30, 2020, for Street Sweeping Services in the amount of \$60,000; and

WHEREAS, County has unincorporated road segment within the District that fall within District's sphere of influence, with said road segment identified on Exhibit A attached hereto, and

WHEREAS, the District desires to provide street sweeping services ("Street Sweeping Services"); in the road segments, and County desires District to perform street sweeping services in the roads and grant the District the legal right to perform street sweeping services and

AGREEMENT

NOW, THEREFORE, the parties agree as follows:

1. TERM

This Agreement shall become effective upon the approval by the governing bodies of the parties, and shall remain in effect unless terminated by any of the Parties as provided herein. The term of this Agreement is entered into subject to Section 15 of this Agreement.

2. SCOPE OF SERVICES

District shall provide Street Sweeping Services within the road segments in accordance with all state and local laws. If during the performance of this Agreement there is a conflict between the District's policies and procedures and the County Codified Ordinances governing street sweeping procedures or requirements, the County Ordinances shall prevail. The street sweeping schedule for the roads will remain the same as currently exists. District and County staff shall agree to any subsequent changes in schedule. County shall be responsible for enforcing its own codes related to street sweeping.

~~3. COMPENSATION FOR SERVICES~~

~~In consideration for the Street Sweeping Services, which District provides to County, County agrees to compensate District in accordance with the rates set forth on Exhibit B.~~

~~Compensation for Street Sweeping Services covered by this Agreement shall annually be adjusted on the anniversary of the effective date of this Agreement by the change in the~~

~~Consumer Price Index (CPI) for All Urban Consumers for the Los Angeles-Orange-Riverside County Area, and Exhibit B shall update automatically to reflect said adjustments without approval by the Parties.~~

4. PERMIT TO ENTER ONTO COUNTY'S PROPERTY

County hereby grants District the right to access road segments within the County's jurisdiction to perform Street Sweeping Services.

5. CHANGES/EXTRA WORK/AMENDMENTS

Neither Party shall make changes to this Agreement without the other Parties' written consent. Such changes shall be incorporated into an Amendment signed by the Parties before becoming effective. Amendments to this Agreement may be agreed to by the Orange County Director of Public Works or their designee on behalf of the County and by the District General Manager or their designee on behalf of the District, if any amendment does not increase compensation by more than 10% of the annual Agreement amount or materially alters the Street Sweeping Services.

~~6. TERMINATION~~

~~Any party may terminate this Agreement by giving notice to the other parties in the manner specified in Paragraph 9 below. Such notice shall be given at least six (6) months prior to the end of the current one (1) year term in effect at the time of termination.~~

7. DELEGATION AND ASSIGNMENT

This Agreement shall be binding upon and insure to the benefit of the successors and assigns of the Parties. No assignment of either Party's interest in this Agreement shall be made without the written consent of the other Party.

8. INDEMNIFICATION/HOLD HARMLESS

District agrees to indemnify, defend with counsel approved in writing by County and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies, which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind of nature, including but not limited to personal injury or property damage, arising from or related to the negligent performance of intentional misconduct by District under this Agreement.

County agrees to indemnify, defend with counsel approved in writing by District, and hold District, its elected and appointed officials, officers, employees, agents and volunteers ("District Indemnitees") harmless from any claims, demands or liability of any kind of nature, including but not limited to personal inquiry or property damage, arising from or related to the negligent performance or intentional misconduct by County under this Agreement.

If judgment is entered against District and/or County by a court of competent jurisdiction because of the concurrent active negligence of District and County, the Parties agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

9. NOTICES

Where required to be given under this Agreement, notices shall be in writing and deemed given when transmitted by email or delivered personally or deposited in the United States mail, postage prepaid, certified, addressed as follows:

County: AJ Jaime, Manager, O&M Engineering
OC Public Works, County of Orange
2301 N. Glassell Ave.
Orange, CA 92865

District: Joe Mendoza, General Manager
Rossmoor Community Services District
3001 Blume Drive
Rossmoor, CA 90720-4638

10. WAIVER OF DEFAULT OR BREACH

Waiver of any default shall not be considered a waiver of any subsequent default. Waiver of any breach of any provision of this Agreement shall not be considered a waiver of any subsequent breach. Waiver of any default of breach shall not be considered a modification of the terms of Agreement.

11. ENTIRE AGREEMENT

This Agreement contains the entire agreement between the Parties with respect to the matters provided for herein. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the Parties; and no oral understanding or agreement not incorporated herein shall be binding on either of the Parties.

12. SEVERABILITY

If any part of this Agreement is held, determined, or adjudicated to be illegal, void, or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be given effect to the fullest extent reasonably possible.

13. GOVERNING LAW AND VENUE

This Agreement has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this Agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the Parties specifically agree to waive any and all rights to request that an action be transferred for trial to another County.

14. INDEPENDENT CONTRACTOR

District shall be considered an independent Contractor and neither District, its employees, nor anyone working under the District shall be considered an agent or an employee of County. Neither District, its employees nor anyone working under District shall qualify for worker's compensation or other fringe benefits of any kind through County.

15. FISCAL APPROPRIATIONS

This Agreement is subject to and contingent upon applicable budgetary appropriations, being approved by the County of Orange Board of Supervisors for County each fiscal year during the term of this Agreement. If such appropriations are not approved, the Agreement will be terminated without penalty to the County.

16. CONSENT TO BREACH NOT WAIVER

No term or provision of this Agreement shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. Any consent by any Party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

17. COUNTERPARTS

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

18. EXHIBITS

- | | |
|-----------|---------------------------|
| EXHIBIT A | UNINCORPORATED AREA MAP |
| EXHIBIT B | COMPENSATION FOR SERVICES |

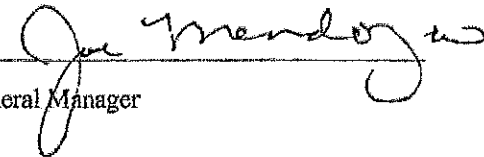
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date following their respective signatures.

COUNTY OF ORANGE:

ROSSMOOR COMMUNITY SERVICES DISTRICT

By: _____

Chair of the Board of Supervisor

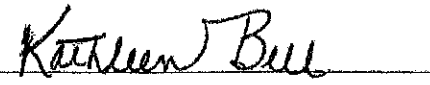
By:  _____
General Manager

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIR PER GOVT. CODE SECTION 26103 AND BOARD RESOLUTION 79-1535

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE MANAGER OF RCSD

By: _____

Clerk of the Board of Supervisors

By:  _____
District Secretary

APPROVED AS TO FORM

County Counsel

By: _____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date following their respective signatures.

COUNTY OF ORANGE:

ROSSMOOR COMMUNITY SERVICES DISTRICT

By: *Lisa A. Burtlett*
Chair of the Board of Supervisor

By: *Joe Mendez*
General Manager

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIR PER GOVT. CODE SECTION 26103 AND BOARD RESOLUTION 79-1535

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE MANAGER OF RCSD

By: *Jamie Penick* 
Clerk of the Board of Supervisors

By: *Kathleen Bell*
District Secretary

APPROVED AS TO FORM

County Counsel

By: DocuSigned by: *Justin Graham*
397688FE35D04E0...

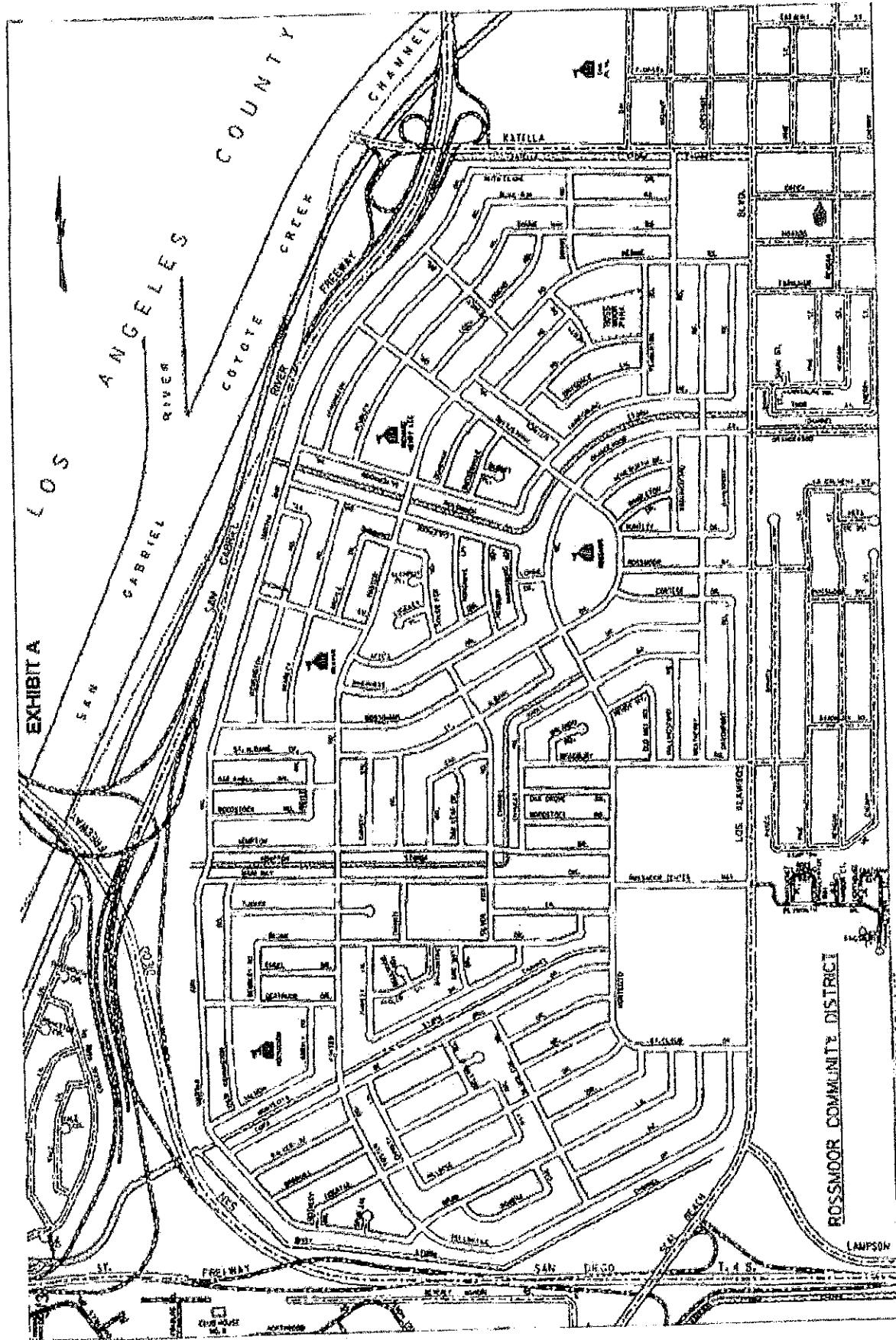


EXHIBIT B – PRICING
STREET SWEEPING SERVICES
ROSSMOOR COMMUNITY SERVICES DISTRICT

TOTAL CURB MILES	# SWEEPS PER YEAR	COST PER SWEEP	TOTAL ANNUAL COST
63	24	\$ 2,238.72	\$53,729.28

FOR THIS QUOTE TO BE VALID, THIS PAGE MUST BE SIGNED:

ROSSMOOR COMMUNITY SERVICES DISTRICT
Company Name

Ron Casey - PRESIDENT
Authorized Signature/Title

Jan Mandel
Authorized Signature/Title GENERAL MANAGER

If a corporation, the documents must be signed by two Corporate officers. The first signature must be either the Chairman of the Board, President, or any Vice President. The second signature must be a secretary, an assistant secretary, the Chief Financial Officer, or any assistant treasurer.