

ROSSMOOR

COMMUNITY SERVICES DISTRICT



Regular Meeting of the Board Agenda Package

May 11, 2021

BOARD OF DIRECTORS

AGENDA
BOARD OF DIRECTORS
ROSSMOOR COMMUNITY SERVICES DISTRICT

REGULAR MEETING

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

Join Zoom Meeting: <https://zoom.us/j/98120341211?pwd=NGtBQzdkbVpVa0lMdlZiVEhDRnlRUT09>

Enter Meeting ID: **981 2034 1211** and Passcode: **Rossmoor**

RUSH PARK
3021 Blume Drive
Rossmoor, California

Tuesday, May 11, 2021

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 DeMarco, Nitikman, Rips, Searles
President Barke
3. PLEDGE OF ALLEGIANCE: Director Jeffrey Rips
4. PRESENTATIONS:
 - a. California Highway Patrol Officer Matt Musselmann Re: CHP Quarterly Traffic Report
 - b. Orange County Vector Control Public Information Officer, Heather Hyland
Presentation Re: OC Vector Control Services Overview

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:



Scan QR Code to Join Zoom Meeting:

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

1. QUARTERLY RECREATION REPORT
2. MONTHLY TRAFFIC SAFETY UPDATE
3. DISCUSSION REGARDING ESTABLISHING A PROCESS FOR AMENDING THE PROVISIONS OF THE COMMUNITY SERVICES DISTRICT LAW FOR THE ROSSMOOR COMMUNITY SERVICES DISTRICT

E. CONSENT CALENDAR

1. MINUTES:
 - a. Regular Board Meeting of April 13, 2021
2. REVENUE AND EXPENDITURE REPORT – MARCH 2021

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.

F. PUBLIC HEARING—None

G. RESOLUTIONS—None

ORDINANCES—None

H. REGULAR CALENDAR

1. CONSIDERATION OF FUNDING REQUEST FROM THE CITY OF LOS ALAMITOS FOR FOURTH OF JULY EVENT ON THE JOINT FORCES TRAINING BASE
2. DISCUSSION AND POSSIBLE ACTION RE: APPROVAL OF PROPOSED PROFESSIONAL SERVICES AGREEMENT WITH CITY OF BREAIT SOLUTIONS FOR DISTRICT INTERNET TECHNOLOGY (IT) SERVICES
3. DISCUSSION AND POSSIBLE ACTION RE: APPROVAL OF PROPOSED PROFESSIONAL SERVICES AGREEMENT WITH ROGERS, ANDERSON, MALODY & SCOTT, LLP (R.A.M.S.) FOR DISTRICT AUDITING SERVICES

I. 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 her 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. GENERAL COUNSEL ITEMS

This part of the Agenda is reserved for General Counsel to make comments, announcements and reports of activities that are legal in nature. The Board may not discuss or take action on items not on the Agenda.

L. CLOSED SESSION

Public Comment: Members of the public are welcome to address the Board of Directors, at this time, only on those items on the Closed Session agenda.

1. APPOINTMENT, EMPLOYMENT, OR EVALUATION OF PERFORMANCE OF PUBLIC EMPLOYEE
Per Government Code Section 54957(b)(1)
Title: General Manager

M. 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 May 11, 2021, 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 for _____ Date May 6, 2021
JOE MENDOZA
General Manager

A4a

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM A-4a

Date: May 11, 2021
To: Honorable Board of Directors
From: General Manager Joe Mendoza
Subject: CALIFORNIA HIGHWAY PATROL OFFICER MATT
MUSSELMAN RE: QUARTERLY TRAFFIC REPORT

RECOMMENDATION

Receive and file presentation.

BACKGROUND

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

- a. California Highway Patrol Officer Matt Musselman Re: Quarterly Traffic Report.

ATTACHMENTS - None

A4b

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM A-4b.

Date: May 11, 2021
To: Honorable Board of Directors
From: General Manager Joe Mendoza
Subject: ORANGE COUNTY VECTOR CONTROL PUBLIC
INFORMATION OFFICER, HEATHER HYLAND
PRESENTATION RE: OC VECTOR CONTROL SERVICES
OVERVIEW

RECOMMENDATION

Receive and file presentation.

BACKGROUND

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

1. Orange County Vector Control Public Information Officer,
Heather Hyland Presentation Re: Oc Vector Control
Services Overview

ATTACHMENTS None

D1

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM D-1

Date: May 11, 2021
To: Honorable Board of Directors
From: General Manager Joe Mendoza
Initiated by Chris Argueta Recreation Superintendent
Subject: QUARTERLY RECREATION REPORT

RECOMMENDATION

Receive and file report.

BACKGROUND

The Quarterly Recreation Report is intended to provide the Board with the status of the activities and programs being performed in the furtherance of the District's recreation program.

ATTACHMENTS

1. Quarterly Recreation Report
2. Rossmoor Park Quarterly Activity Chart
3. Rush Park Quarterly Activity Chart

RCSD RECREATION DEPARTMENT

QUARTERLY REPORT

May 2021

SUMMARY

The District's Recreation Department continues to provide a safe and clean environment for the community. With the County having moved into a less restrictive tier that allows for more sports and activities to take place, we continue to see more families coming out to enjoy our beautiful parks in Rossmoor. Current and upcoming events are as follows:

Current

- Youth Center R.A.S.C.A.L.S. After School Program at Rossmoor Park Community Room.
- Happy Hour Boot Camp Classes at Rossmoor and Rush Park.
- Los Alamitos Girls Softball League are currently practicing and playing limited games at Rossmoor Park.
- Friday Night Lights Youth Football are currently practicing and playing limited games at Rush Park.
- Tennis Lessons continue to be conducted at Rossmoor Park tennis courts.

Upcoming

- The Youth Center's CAMP SHARK at Rossmoor Park is back June 14 – August 13 for ages 5-12 with extended hours Mon.-Fri., 7a.m.-7p.m. Camp Shark offers a wide range of activities, arts & crafts, sports, field trips, and more. To find out more visit www.theyouthcenter.org
- Blood Drive Wednesdays at Rush Park. The third Wednesday of each month, American Red Cross will be hosting a blood drive. To schedule a donation, visit www.redcrossblood.org
- Dog Training classes at Rush Park with local trainer and AKC judge Vita Allison who has trained in the area for several decades and will now be offering classes on Thursday mornings. For more information contact Vita at (562) 484-8049 or email dubhheart@yahoo.com.
- Hoops 2.0 is providing a free basketball clinic emphasizing on basic skills and fundamentals at Rossmoor Park for ages 5 to 14 years old. To reserve a limited spot contact Coach Dave at (562) 900-4370 or email hoops2point0@gmail.com
- Saturday Jam Sessions at Rush Park, enjoy local musicians performing at the park on Saturdays with music from 5:30 p.m. to 7:30 p.m.

RCSD RECREATION DEPARTMENT

QUARTERLY REPORT

May 2021

- Rossmoor “Family Fun Festival” at Rush Park this summer. In collaboration with Elite Special Events we will be bringing a day of fun with local entertainment, food trucks, vendors, inflatables, and games for the kids to enjoy. Come join us for some fun in Rossmoor on June 19, July 17, August 14, and September 11 from 2pm-8pm.
- Rossmoor “Movies in the Park” at Rush Park. Bring your chairs and blankets and come join us on June 25, July 23, August 20, and September 17. Movies start at dusk.

As the County moves into less restrictive tiers, the Recreation Department continues to look ahead and begin to plan for future programming and community events. We look forward to providing opportunities for the community to get together and enjoy the parks and community of Rossmoor. The Recreation Department is excited for what is in store for Rossmoor as we continue forming new partnerships and continue building community.

ROSSMOOR PARK QUARTERLY ACTIVITY (JAN-MAR 2021)

	JAN	FEB	MAR	<u>LOCATION TOTAL:</u>
PLAYGROUND	842	1339	1357	3538
WALK/RUN	688	703	754	2145
TENNIS	812	956	1028	2796
BASKETBALL	149	179	252	580
VOLLEYBALL	25	32	41	98
FIELDS 1,2,3	461	599	754	1814
PICNIC SITE A	99	125	144	368
PICNIC SITE B	51	69	87	207
PICNIC SITE C	45	54	60	159
COMMUNITY ROOM	50	54	51	155
OTHER	248	309	389	946
<u>MONTHLY TOTAL:</u>	3470	4419	4917	12806
				<u>QUARTERLY TOTAL</u>

RUSH PARK QUARTERLY ACTIVITY (JAN-MAR 2021)

	JAN	FEB	MAR	<u>LOCATION TOTAL:</u>
PLAYGROUND	889	1214	1348	3451
WALK/RUN	700	853	922	2475
FIELDS 1,2,3	479	747	964	2190
PICNIC SITE A	204	265	279	748
PICNIC SITE B	85	101	154	340
AUDITORIUM	102	102	203	407
EAST ROOM	38	38	40	116
WEST ROOM	0	0	0	0
MONTECITO	280	282	280	842
OTHER	186	256	322	764
<u>MONTHLY TOTAL:</u>	2963	3858	4512	11333
				<u>QUARTERLY TOTAL</u>

D2

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM D-2

Date: May 11, 2021
To: Honorable Board of Directors
From: General Manager Joe Mendoza
Subject: MONTHLY TRAFFIC SAFETY UPDATE

RECOMMENDATION

Review and discuss information provided.

BACKGROUND

President Barke has requested the Rossmoor Community Services District (RCSD) staff provide a monthly update to the RCSD Board of Directors to keep the Board and community informed of measures being taken to address traffic safety within the Rossmoor community.

INFORMATION

At the April 13, 2021 RCSD Board meeting, the Board gave direction for staff to work with Orange County Public Works (OCPW) on the placement and installation locations of two permanent Radar Speed Feedback Signs (RSFS) along the St. Cloud Drive, Montecito Road and Orangewood Avenue corridor. As a result, OCPW visited the sites and confirmed they will provide the RSFS and install them. They are working on the installation process and exact locations for placement.

The General Manager also requested that OCPW consider placing additional permanent Radar Speed Feedback Signs at each flood control channel - going north and south on both Martha Ann Drive and Foster Road between Silverwood Drive and Coleridge Drive, between Kempton Drive and Mainway Drive, and Salmon Drive and Copa De Oro Drive. OCPW replied and confirmed the two permanent RSFS on Montecito Road and St. Cloud Drive, however, they want to take a wait and see approach regarding this additional request for RSFS at the flood control channels.

Attachment 1 reflects the placement of the RSFS along Montecito Road and St. Cloud Drive (marked in yellow #1, #2). The six green dots along

Foster Road and Martha Ann Drive identify requested locations at the flood channels that are being considered.

Staff received a Geographic Information System (GIS) map from OCPW that shows locations of existing street signs and street markings within Rossmoor. Staff continues to work with OCPW to analyze this information and a Community Traffic/Safety Advisory Committee meeting will be scheduled when appropriate to evaluate the consistency of the existing signage and road markings throughout Rossmoor.

At the April 13, 2021 Board meeting, the Board authorized the General Manager to purchase two portable RSFS's for the District at a cost not to exceed \$10,000 and secure possible funding partnerships. Staff is researching products and will secure bids.

The next Community Traffic/Safety Advisory Committee meeting is scheduled for Thursday, May 27, 2021 at 7 p.m. at the Rush Park Auditorium (in-person and via Zoom).

As an addition to our ongoing traffic campaign the District has purchased yard signs encouraging motorists to SLOW DOWN to 25 mph. The District will be distributing these attractive yard signs free of charge to residents, who may pick them up at the Rush Park main office during regular business hours.

ATTACHMENTS

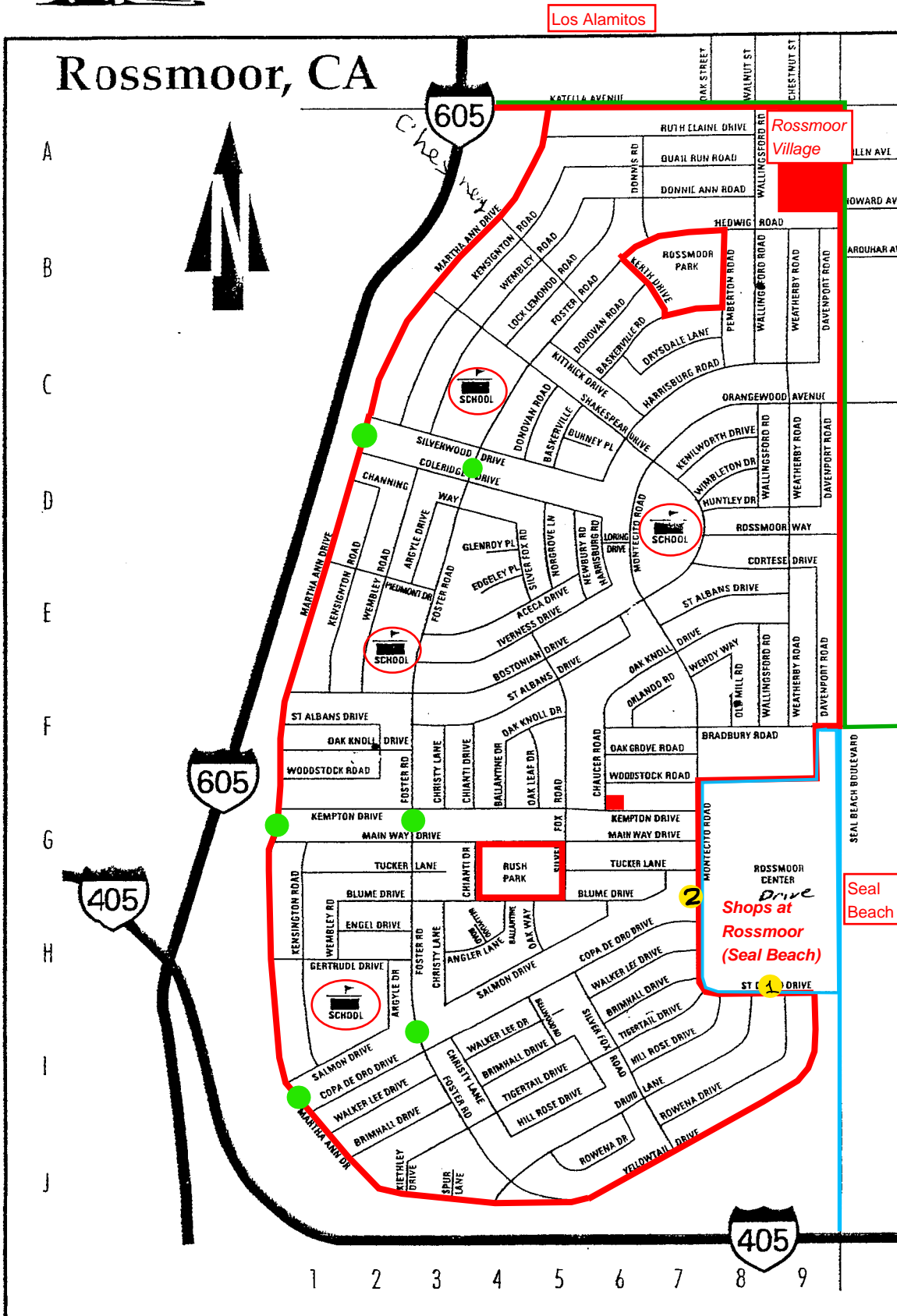
1. Map of possible permanent Portable Radar Feedback Sign locations and additional possible locations
2. Rossmoor Resident 'SLOW DOWN' Yard Sign



ROSSMOOR HOMEOWNERS ASSOCIATION

PO Box 5058 • Rossmoor, California • 90721

(562) 799-1401



Rossmoor Directory

Acca Drive	.....E-5
Angler Drive	.....H-4
Argyle Drive	.....D-3, F-3
Ballantine Drive	.....F-5, H-5
Baskerville Road	.....C-6
Bellwood Road	.....H-5
Blume Drive	.....C-5
Bostonian Drive	.....E-5
Bradbury Road	.....F-7
Brimhall Drive	.....J-5
Burney Place	.....C-6
Channing Way	.....D-3
Chaucer Road	.....F-6
Chesncy Drive	.....B-5
Chianti Drive	.....F-4, G-4
Christy Lane	.....F-4, H-4, I-4
Coleridge Drive	.....D-3
Copa De Oro Drive	.....H-6
Cortese Drive	.....D-8
Davenport Road	.....B-9, E-9
Donnie Ann Road	.....A-6
Donnis Road	.....A-6
Drysdale Lane	.....C-7
Druid Lane	.....J-7
Edgeley Place	.....E-5
Engel Drive	.....H-3
Foster Road	.....B-6, F-3, I-4
Gertrude Drive	.....H-2
Harrisburg Road	.....C-7, E-7
Hedwig Road	.....B-7
Hill Rose Drive	.....J-6
Huntley Drive	.....D-8
Iverness Drive	.....E-5
Keithley Drive	.....J-3
Kempton Drive	.....C-4
Kenilworth Drive	.....C-6
Kensington Rd	.....A-6, C-3, E-2
Kerth Drive	.....B-7
Kittrick Drive	.....C-6
Loch Lomond Road	.....B-6
Loring Road	.....D-7
Main Way Drive	.....C-5
Martha Ann Dr	.....A-7, B-4, E-1
Montecito Road	.....D-7, G-8
Newbury Road	.....D-6
Norgrove Lane	.....D-6
Oak Grove Road	.....F-7
Oak Knoll Dr	.....E-8, F-2, F-5
Oak Leaf Drive	.....F-5
Oak Way Drive	.....H-5, I-6
Old Mill Road	.....F-8
Orangewood Avenue	.....C-8
Orlando Road	.....F-7
Pemberton Road	.....B-8
Piedmont Avenue	.....D-3
Quail Run Road	.....A-6
Rossmoor Way	.....D-9
Rowena Drive	.....J-6
Ruth Elaine Drive	.....A-6
Salmon Drive	.....H-5
Silver Fox Rd	.....D-5, G-6, I-7
Silverwood Drive	.....C-3
Shakespeare Drive	.....B-4
Spur Lane	.....J-4
St Albans Dr	.....E-8, F-1, F-4
St Cloud Drive	.....H-9
Tigertail Drive	.....J-5
Tucker Lane	.....G-3, G-7
Walker Lee Drive	.....J-3
Wallingsford Rd	.....B-9, D-9, F-9
Weatherby Road	.....B-9, F-9
Wembley Road	.....A-7, C-4, E-2
Wendy Way	.....E-8
Wimbleton Drive	.....D-8
Woodstock Road	.....F-2, F-7
Yellowtail Drive	.....J-7



SLOW

DOWN



ROSSMOOR



D3

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM D-3

Date: May 11, 2021

To: Honorable Board of Directors

From: General Manager Joe Mendoza

Subject: DISCUSSION REGARDING ESTABLISHING A PROCESS FOR AMENDING THE PROVISIONS OF THE COMMUNITY SERVICES DISTRICT LAW FOR THE ROSSMOOR COMMUNITY SERVICES DISTRICT

RECOMMENDATION

Receive and file.

BACKGROUND

At the April 13, 2021 Rossmoor Community Services District (RCSD) Board of Directors meeting, a report was given regarding establishing a process for amending the provisions of the community services district law for the RCSD. The Board directed the General Manager to schedule a Legislative Committee meeting, set up meetings staff members with the offices of Assemblywoman Janet Nguyen, Senator Tom Umberg, and Supervisor Katrina Foley to discuss the District's desire to secure local control and obtain their perspective on this goal. The Board also directed the General Manager to reach out to Chris Palmer, Senior Public Affairs Field Coordinator for the California Special Districts Association (CSDA) to secure his input and resources. As directed the District Manager has registered for the Special Districts Legislative Days conference scheduled for May 18-19, 2021.

INFORMATION

To date, the General Manager has met with Supervisor Katrina Foley's Constituent Services Manager, Manuel Chavez, to discuss the RCSD's effort towards increased local control. The General Manager provided Mr. Chavez with the RCSD Policy Handbook in order to familiarize the new Supervisor with our operation. Supervisor Foley's office has shown interest in our efforts.

The General Manager also met with Assemblywoman Janet Nguyen's Scheduler/Legislative Aide, Preston Romero, who has acknowledged the District's efforts and will be working closely with us to set a calendar in order to move the proposed Assembly bill forward.

At the time of this report, the General Manager has not been successful in scheduling a meeting with Senator Tom Umberg's office. He will continue to reach out to them.

CSDA Senior Public Affairs Field Coordinator Chris Palmer has been very helpful in providing resources and directing the RCSD to work with the CSDA Legislative Representative Anthony Tannehill, who is very knowledgeable in the legislative process and will provide guidance, support and recommendations on how to move forward.

To initiate movement on securing local control, a meeting will be scheduled with the Legislative Committee and CSDA Legislative Representative Anthony Tannehill to facilitate discussion.

As the District moves further along in the process, opportunities for community education and engagement will be presented. These will include:

- A series of meetings of the Legislative Committee. The Committee would strategize and determine the process to move forward in reviewing the bill, seeking input from legislators, and formalizing an outreach plan for the community.
- Establish a calendar of community workshops to provide information to the community and secure their input.
- Establish a timeline to secure input from the entire community via a survey.
- Utilize various methods (newspaper, social media, RCSD website) to educate the community about the goals of enhanced local control for Rossmoor.

E1a

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM E-1a.

Date: May 11, 2021
To: Honorable Board of Directors
From: General Manager Joe Mendoza
Initiated by Administrative Assistant Liz Deering
Subject: REGULAR BOARD MEETING MINUTES OF APRIL 13, 2021

RECOMMENDATION

Approve the Minutes of the Regular Meeting of April 13, 2021 as prepared by the Board's Secretary/General Manager.

BACKGROUND

The report reflects the actions of the Board at their meeting of April 13, 2021 as recorded by the Board's Secretary/General Manager.

ATTACHMENTS

1. RCSD Board Meeting Minutes of April 13, 2021



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

REGULAR MEETING

RUSH PARK
3021 Blume Drive
Rossmoor, California

Tuesday, April 13, 2021

A. ORGANIZATION:

1. CALL TO ORDER: 7:04 P.M.

2. ROLL CALL: Directors DeMarco, Nitikman, Rips, Searles
President Barke

3. PLEDGE OF ALLEGIANCE: Director Rips led the Pledge of Allegiance.

4. PRESENTATIONS:

a. Orange County Sheriff's Department Captain Gary Knutson Re: OCSD Quarterly Crime Statistics

Captain Knutson presented the Rossmoor Quarterly Crime Statistics. Discussion ensued regarding the increase in catalytic converter thefts and potential opportunity crime prevention outreach strategies, speeding reduction reminders and including annual calls for service comparisons in future reports. Captain Knutson stated that the OCSD trains regularly and cooperates fully with intelligence agencies when needed to prevent incidents of civil unrest. Residents were encouraged to call the CHP and OCSD whenever they notice violations as it helps in data tracking efforts. The report was received and filed.

b. California Special District Association Chris Palmer (CSDA), Senior Public Affairs Field Coordinator Chris Palmer Re: Special District Legislative News

Chris Palmer introduced himself as the special district public affairs point of contact for Southern California. He stated that the biggest thing CSDA has been working on is to get Special Districts access to COVID-19 Federal Relief Funds. Congressman Garamendi introduced HR-575 to attempt to remedy the situation. Legislators have been working to get the bill amended into the American Rescue Plan Act, and although they have so far been unsuccessful, they were able to get language added granting states the transfer authority for these relief funds. Chris Palmer outlined the advocacy efforts and legislative processes underway statewide in support of Special Districts. Discussion ensued relative to Special District Legislative Days on May 18-19, 2021. The report was received and filed.

B. ADDITIONS TO AGENDA: None

C. PUBLIC FORUM:

A Zoom caller inquired about flood control channel jurisdiction and County of Orange contact information. President Barke directed them to the District staff and contact numbers on the RCSD website. President Barke reminded the Zoom attendees that as per the Ralph M. Brown Act, the Q&A Chat could not be utilized to discuss items not already scheduled on the agenda. A Rossmoor resident opined relative to committee member selection and structure. The public forum was closed.

D. REPORTS TO THE BOARD:

1. GENERAL MANAGER COMMUNITY TRAFFIC UPDATE

Joe Mendoza reported that RCSD staff has been working with Orange County Public Works (OCPW) and California Highway Patrol (CHP) to institute traffic safety measures recommended by the Traffic Committee. Stop signs have been replaced with 36-inch stop signs for better visibility at Bradbury Road, Copa De Oro Drive, and Mainway Drive on both sides of Montecito Road. Installation is underway to provide a strip of retro reflective material on the supports of the stop signs. Placement of Portable Radar Speed Feedback Sign trailers (RSFS) has been scheduled throughout the community during 2021 and OCPW is studying and identifying locations to place Permanent RSFS along Montecito Road and Orangewood Avenue. Staff is researching the cost to purchase a portable RSFS trailer to supplement the CHP and OCPW trailers. RCSD staff will be working with Los Alamitos Unified School District to provide a comprehensive traffic safety program at each elementary school in Rossmoor. The Board gave direction for staff to work with the Traffic Committee and Orange County Public Works (OCPW) on the placement and installation locations of two permanent Radar Speed Feedback Signs (RSFS) along the St. Cloud Drive, Montecito Road and Orangewood Avenue corridor. The Board authorized the General Manager to purchase two portable RSFS's for the District at a cost not to exceed \$10,000 and schedule an Organizational Committee Meeting to create a plan to secure possible funding partnerships.

2. QUARTERLY PARKS AND FACILITIES MAINTENANCE REPORT

Park Superintendent Omero Perez gave an overview of the status of the District's Facilities Parks and Maintenance program in accordance with the District's Mission, Goals and Objectives. The report was received and filed.

3. DISCUSSION REGARDING ESTABLISHING A PROCESS FOR AMENDING THE PROVISIONS OF THE COMMUNITY SERVICES DISTRICT LAW FOR THE ROSSMOOR COMMUNITY SERVICES DISTRICT

Joe Mendoza requested that the Board review and discuss information provided; give staff direction regarding the process the Rossmoor Community Services (RCSD) Board of Directors wishes to implement to move forward in working towards securing community input and support of legislative officials, and developing the next steps as the District moves forward in an effort to amend the provisions of the Community Services District Law to allow for enhanced local control of various services for residents. Discussion ensued relative to transparency and community outreach. The Board directed the General Manager to schedule a Legislative Committee Meeting and set up meetings with Assemblywoman

Nguyen and Senator Umberg’s staff, reach out to CSDA Chris Palmer as a resource and attend the CSDA Special District Legislative Days Event and schedule an Organizational Committee meeting to discuss the process. The report was received and filed.

E. CONSENT CALENDAR:

DIRECTOR DEMARCO REQUESTED THAT ITEM E-1a MINUTES OF THE REGULAR BOARD MEETING OF MARCH 9, 2021 BE PULLED FROM THE AGENDA

1a. MINUTES OF THE REGULAR BOARD MEETING—March 9, 2021

Director DeMarco stated that he was not present at the March 9, 2021 Board Meeting.

1b. REVENUE AND EXPENDITURE REPORT – MARCH 2021

Motion by President Barke, seconded by Director Rips to approve Consent Calendar Items E-1a, E-1b., as submitted. Motion passed 4-1, with Director DeMarco abstaining.

Motion by President Barke, seconded by Director Rips to approve Consent Calendar Items E-2 March 2020 Revenue and Expenditure Report, as submitted. Motion passed 5-0.

F. PUBLIC HEARING: None

G. RESOLUTIONS: None

ORDINANCES: None

H. REGULAR CALENDAR:

1. DISCUSSION AND POSSIBLE ACTION RE: PROPOSED ONE YEAR EXTENSION OF PROFESSIONAL SERVICES AGREEMENT WITH R.F. DICKSON FOR STREET SWEEPING SERVICES IN ROSSMOOR

Staff recommended that the Board approves and authorizes the General Manager to enter into the 1st Amendment to the Contract Services Agreement for Street Sweeping with R.F. Dickson Company for street sweeping services in Rossmoor to extend the term of the Agreement for one additional year and to adjust the curb-mile compensation.

Discussion ensued relative to street sweeping scheduling changes and the adjustment in curb mile compensation. Motion by President Barke, seconded by Director Searles to approve and authorize the General Manager to enter into the 1st Amendment to the Contract Services Agreement for Street Sweeping with R.F. Dickson Company for street sweeping services in Rossmoor to extend the term of the Agreement for one additional year and to adjust the curb-mile compensation to \$36.59 per curb mile. Motion passed 5-0.

2. DISCUSSION AND POSSIBLE ACTION RE: APPROVAL OF PROPOSED PROFESSIONAL SERVICES AGREEMENT WITH DOUG WOOD FOR BROADCASTING AND PRODUCTION SERVICES

Staff recommended that the Board approve the 1st Amendment to the Agreement with Mr. Doug Wood for broadcasting and production of District Board Meetings.

Discussion ensued relative to the elimination of transportation and storage costs. Motion by President Barke, seconded by Director Rips to approve the 1st Amendment to the Agreement with Mr. Doug Wood for broadcasting and production of District Board Meetings to include an increase in CPI. Motion passed 5-0.

I. GENERAL MANAGER ITEMS:

The General Manager reported that he and District Counsel are continuing to work with Orange County Public Works administration and County Counsel in finalizing a street sweeping resolution and agreement to be presented to the Orange County Board of Supervisors for adoption. Since the current contract with R.F. Dickson Inc. expires on May 8, 2021, the District is extending the contract for one year with the understanding that the change in street sweeping schedules may be forthcoming. At that point, the contract could be renegotiated, or the District could seek another contractor.

Effective March 31, 2021, the County of Orange moved into the COVID-19 orange tier which allowed churches to move indoors with a maximum of 50% capacity. Youth sports leagues are operating and the full basketball court at Rossmoor Park will be reopened on April 16, 2021. A local basketball coach will provide free basketball clinics to Rossmoor youth in May and June. The District will also offer free Frisbee Golf Clinics. Full-time staff members Chris Argueta, Mary Kingman, Omero Perez and Joe Mendoza have been scheduled to work one weekend day per month to provide increased visibility and service to our users. In preparation for a full reopening in June, staff is preparing summer programming.

On March 22nd and March 23rd, District Arborist and Recreation Superintendent collaborated with the Lee Elementary School PTA and City of Los Alamitos Recreation Department staff on a fifth-grade scavenger hunt at Rossmoor Park. District staff provided an Arbor Day educational component that included activities and educational material for participants. An educational video presentation was provided by Arborist Mary Kingman that will be utilized at all elementary schools within the Rossmoor Community Services District.

Staff will distribute the new homeowner's packets beginning in the month of April. The General Manager has reached out to Senator Tom Umberg, Orange County Public Works administration, and Caltrans to review the Caltrans freeway sound wall issue. The report was received and filed.

J. GENERAL COUNSEL ITEMS: None

K. BOARD MEMBER ITEMS:

Director Searles thanked resident Maureen Wauters for notifying the District regarding traffic issues and construction, adding that it was greatly appreciated. He thanked Liz Deering and District staff for the enhanced communication outreach efforts. He announced the RHA Blood Drive next week, the RHA shredding event to be held on April 24th and reminded the community about the RCSD Mulch program, every second and fourth Saturday of the month. Director Searles thanked President Barke for his suggestion to move up agenda presenters on the calendar and thanked the Traffic Committee for their report.

Director DeMarco thanked Liz Deering for the latest social media communications content promoting District activities. He suggested posting some catalytic converter theft prevention tips. He suggested researching the feasibility of having a dog park on Foster Road to address off leash dogs. Director DeMarco stated he was pleased with the traffic improvements that had been made and the direction the District was headed. He encouraged residents to attend the District's Traffic Committee Meetings.

Director Rips also thanked Liz Deering. He appealed to President Barke regarding possible noise reduction mitigation strategies for residents during the 8-month I-405 freeway sound wall construction project and ensuring the rebuild is adequately and effectively constructed. He suggested distributing emails and letters to residents to prompt them to be actively engaged in the process. Director Rips remarked that he was very happy with the tennis technology improvements. He suggested upgrading the board room technology and scheduling a CIP Committee Meeting to discuss options.

Director Nitikman thanked Liz Deering. He opined relative to the upcoming trash contract renewal, stating that CR&R provides bulk trash pickup four times per year per resident, but they do not have any provisions for electronic or other hazardous waste pickup. He felt it was important to give residents hazardous waste disposal opportunities through the trash haulers and requested that Joe Mendoza inquire about adding said provision in the new contract. Joe Mendoza stated that he would check, however, typically hazardous waste had to be taken to designated disposal locations by the resident. Director Nitikman also suggested proactively educating the community about the upcoming State of California requirements for trash collectors to adopt a three-bin system by 2022 to include organic waste. He remarked that in the past the RCSD Board had been actively engaged in freeway sound wall mitigation efforts and the EIR process, to no avail.

President Barke praised Liz Deering for her promotional efforts and asked her to consider posting CHP and OCSD phone numbers online to encourage resident contact with these agencies, which would improve the service and the response even more. He requested adding a recurring item on the agenda, titled, "APPROVAL OF AGENDA ORDER", to provide the Board with the option to change the order of agenda items (*we don't need an agenda item to do this*). President Barke stated that the General Manager Evaluation had been distributed to members for their review, which would be followed by a closed session item at the May 11, 2021 Board Meeting. President Barke recommended that Joe Mendoza reach out to CSDA Chris Palmer and LAUSD Andrew Pulver regarding the sound wall issue. President Barke thanked Director Searles for the introduction to new Orange County Supervisor Katrina Foley. He suggested that the Legislative Affairs Committee Members attend the CSDA Legislative Days Event to form connections with Sacramento Legislators to facilitate action on potential bills.

K. CLOSED SESSION:

AT APPROXIMATELY 9:41 P.M. THE BOARD ADJOURNED TO CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

Pursuant to Government Code Section 54956.9(d)(1), Carol Churchill et al. vs. Orange County Sheriff Department, Data Ticket, Inc., dba The Citation Processing Center, Rossmoor Community Services District, et al., OSC Case No. 30-2020-01175364-CU-CR-CJC.

2. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

Pursuant to Government Code Section 54956.9(d)(1), Michael Hogan v. Rossmoor Community Services District, OCSC Case No. 30-2020-01175552-CL-JR-CJC.

AT APPROXIMATELY 10:12 P.M. THE BOARD RECONVENED INTO OPEN SESSION. THERE WERE NO REPORTABLE ACTION.

M. ADJOURNMENT:

Motion by President Barke seconded by Director DeMarco to adjourn the regular meeting at 10:13 p.m. Motion passed 5-0.

SUBMITTED BY:

**Joe Mendoza
General Manager**

E2

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM E-2

Date: May 11, 2021

To: Honorable Board of Directors

From: General Manager Joe Mendoza
Initiated by: Accountant Ken Pun

Subject: REVENUE & EXPENDITURE REPORT – MARCH 2021

RECOMMENDATION

Receive and file the Revenue and Expenditure Report for March 2021.

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.

ATTACHMENT

1. Revenue & Expenditure Report for the month of March 2021.

INCOME STATEMENT

Page: 1

5/4/2021

1:07 pm

Rossmoor Community	YTD Actual			
MONTH: MARCH	Annual Amend. Bud.	MTD Amd. Bud.	YTD Actual	MTD Actual
Fund: 10 - GENERAL FUND				
Revenues				
Dept: 00				
PROPERTY TAXES	1,036,195.00	0.00	702,960.12	79,477.76
ASSESSMENTS	360,000.00	0.00	244,956.34	27,602.72
USE OF MONEY AND PROPERTY	16,000.00	0.00	4,828.61	0.00
OTHER GOVERNMENT AGENCIES	65,400.00	0.00	2,482.64	0.00
FEES AND SERVICES	164,900.00	0.00	71,971.46	9,458.50
OTHER REVENUE	77,000.00	0.00	11,381.14	837.83
RESERVES/CONTINGENCIES	0.00	0.00	0.00	0.00
Dept: 00	<u>1,719,495.00</u>	<u>0.00</u>	<u>1,038,580.31</u>	<u>117,376.81</u>
Dept: 10 ADMINISTRATION				
OTHER REVENUE	0.00	0.00	0.00	0.00
ADMINISTRATION	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Dept: 20 RECREATION				
OTHER REVENUE	0.00	0.00	0.00	0.00
RECREATION	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Revenues	<u>1,719,495.00</u>	<u>0.00</u>	<u>1,038,580.31</u>	<u>117,376.81</u>
Expenditures				
Dept: 00				
SALARIES AND BENEFITS	0.00	0.00	0.00	0.00
OPERATIONS AND MAINTENANCE	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Dept: 00	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Dept: 10 ADMINISTRATION				
SALARIES AND BENEFITS	544,400.00	0.00	390,857.84	37,538.37
OPERATIONS AND MAINTENANCE	115,125.00	0.00	171,396.96	22,594.17
CONTRACT SERVICES	113,000.00	0.00	98,488.92	14,530.78
RESERVES/CONTINGENCIES	0.00	0.00	0.00	0.00
CAPITAL EXPENDITURES	8,500.00	0.00	2,206.82	0.00
ADMINISTRATION	<u>781,025.00</u>	<u>0.00</u>	<u>662,950.54</u>	<u>74,663.32</u>
Dept: 20 RECREATION				
SALARIES AND BENEFITS	0.00	0.00	0.00	0.00
OPERATIONS AND MAINTENANCE	39,500.00	0.00	13,920.00	0.00
CONTRACT SERVICES	0.00	0.00	0.00	0.00
CAPITAL EXPENDITURES	250.00	0.00	0.00	0.00
RECREATION	<u>39,750.00</u>	<u>0.00</u>	<u>13,920.00</u>	<u>0.00</u>
Dept: 30 ROSSMOOR PARK				
SALARIES AND BENEFITS	0.00	0.00	0.00	0.00
OPERATIONS AND MAINTENANCE	79,410.00	0.00	74,293.73	13,998.47
CONTRACT SERVICES	22,000.00	0.00	18,221.64	3,493.59

INCOME STATEMENT

Rossmoor Community

YTD Actual

MONTH: MARCH

Annual Amend. Bud.

MTD Amd. Bud.

YTD Actual

MTD Actual

Fund: 10 - GENERAL FUND

Expenditures

Dept: 30 ROSSMOOR PARK

CAPITAL EXPENDITURES

500.00

0.00

0.00

0.00

ROSSMOOR PARK

101,910.00

0.00

92,515.37

17,492.06

Dept: 40 MONTECITO CENTER

SALARIES AND BENEFITS

0.00

0.00

6,119.88

6,119.88

OPERATIONS AND MAINTENANCE

23,710.00

0.00

8,977.67

0.00

CONTRACT SERVICES

2,450.00

0.00

1,961.41

324.96

CAPITAL EXPENDITURES

5,500.00

0.00

800.00

0.00

MONTECITO CENTER

31,660.00

0.00

17,858.96

6,444.84

Dept: 50 RUSH PARK

SALARIES AND BENEFITS

0.00

0.00

0.00

0.00

OPERATIONS AND MAINTENANCE

120,540.00

0.00

74,549.39

99.00

CONTRACT SERVICES

22,000.00

0.00

17,652.64

2,924.59

CAPITAL EXPENDITURES

43,700.00

0.00

37,129.50

0.00

RUSH PARK

186,240.00

0.00

129,331.53

3,023.59

Dept: 60 STREET LIGHTING

OPERATIONS AND MAINTENANCE

0.00

0.00

0.00

0.00

CONTRACT SERVICES

108,000.00

0.00

56,606.95

0.00

STREET LIGHTING

108,000.00

0.00

56,606.95

0.00

Dept: 65 ROSSMOOR WALL

OPERATIONS AND MAINTENANCE

3,700.00

0.00

0.00

0.00

CAPITAL EXPENDITURES

0.00

0.00

0.00

0.00

ROSSMOOR WALL

3,700.00

0.00

0.00

0.00

Dept: 70 STREET SWEEPING

OPERATIONS AND MAINTENANCE

0.00

0.00

0.00

0.00

CONTRACT SERVICES

60,000.00

0.00

41,383.41

0.00

STREET SWEEPING

60,000.00

0.00

41,383.41

0.00

Dept: 80 PARKWAY TREES

SALARIES AND BENEFITS

0.00

0.00

0.00

0.00

OPERATIONS AND MAINTENANCE

1,500.00

0.00

72.20

0.00

CONTRACT SERVICES

120,000.00

0.00

154,945.00

0.00

CAPITAL EXPENDITURES

45,000.00

0.00

16,270.00

-320.00

PARKWAY TREES

166,500.00

0.00

171,287.20

-320.00

Dept: 90 MINI-PARKS AND MEDIANS

SALARIES AND BENEFITS

0.00

0.00

0.00

0.00

OPERATIONS AND MAINTENANCE

11,950.00

0.00

4,913.10

0.00

CONTRACT SERVICES

2,450.00

0.00

1,961.41

324.96

CAPITAL EXPENDITURES

100.00

0.00

0.00

0.00

INCOME STATEMENT

Rossmoor Community	YTD Actual			
MONTH: MARCH	Annual Amend. Bud.	MTD Amd. Bud.	YTD Actual	MTD Actual
Fund: 10 - GENERAL FUND				
Expenditures				
MINI-PARKS AND MEDIANS	14,500.00	0.00	6,874.51	324.96
Dept: 95 CONTINGENCY/RESERVES				
CONTRACT SERVICES	0.00	0.00	0.00	0.00
RESERVES/CONTINGENCIES	0.00	0.00	0.00	0.00
CONTINGENCY/RESERVES	0.00	0.00	0.00	0.00
Expenditures	1,493,285.00	0.00	1,192,728.47	101,628.77
Fund: 20 - ASSESSMENT DISTRICT FUND-RUSH				
Revenues				
Dept: 00				
PROPERTY TAXES	0.00	0.00	0.00	0.00
ASSESSMENTS	0.00	0.00	3,279.25	0.00
USE OF MONEY AND PROPERTY	0.00	0.00	0.00	0.00
OTHER REVENUE	433,324.00	0.00	0.00	0.00
OTHER FINANCING SOURCES	0.00	0.00	0.00	0.00
Dept: 00	433,324.00	0.00	3,279.25	0.00
Revenues	433,324.00	0.00	3,279.25	0.00
Expenditures				
Dept: 50 RUSH PARK				
OPERATIONS AND MAINTENANCE	0.00	0.00	0.00	0.00
CONTRACT SERVICES	23,324.00	0.00	89,790.96	0.00
DEBT SERVICE	410,000.00	0.00	0.00	0.00
CAPITAL EXPENDITURES	0.00	0.00	0.00	0.00
OTHER FINANCING USES	0.00	0.00	0.00	0.00
RUSH PARK	433,324.00	0.00	89,790.96	0.00
Dept: 95 CONTINGENCY/RESERVES				
RESERVES/CONTINGENCIES	0.00	0.00	0.00	0.00
CONTINGENCY/RESERVES	0.00	0.00	0.00	0.00
Expenditures	433,324.00	0.00	89,790.96	0.00
Fund: 30 - SPECIAL TAX FUND-ROSSMOOR WALL				
Revenues				
Dept: 00				
PROPERTY TAXES	0.00	0.00	0.00	0.00
ASSESSMENTS	0.00	0.00	0.00	0.00
USE OF MONEY AND PROPERTY	0.00	0.00	0.00	0.00
OTHER REVENUE	0.00	0.00	0.00	0.00
OTHER FINANCING SOURCES	0.00	0.00	0.00	0.00
Dept: 00	0.00	0.00	0.00	0.00
Revenues	0.00	0.00	0.00	0.00
Expenditures				

INCOME STATEMENT

Rossmoor Community

MONTH: MARCH	Annual Amend. Bud.	MTD Amd. Bud.	YTD Actual	MTD Actual
YTD Actual				
Fund: 30 - SPECIAL TAX FUND-ROSSMOOR WALL				
Expenditures				
Dept: 00				
OPERATIONS AND MAINTENANCE	0.00	0.00	0.00	0.00
Dept: 00	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Dept: 65 ROSSMOOR WALL				
OPERATIONS AND MAINTENANCE	0.00	0.00	0.00	0.00
CONTRACT SERVICES	0.00	0.00	0.00	0.00
DEBT SERVICE	0.00	0.00	0.00	0.00
CAPITAL EXPENDITURES	0.00	0.00	0.00	0.00
OTHER FINANCING USES	0.00	0.00	0.00	0.00
ROSSMOOR WALL	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Dept: 95 CONTINGENCY/RESERVES				
RESERVES/CONTINGENCIES	0.00	0.00	0.00	0.00
CONTINGENCY/RESERVES	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Expenditures	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Fund: 40 - CAPITAL PROJECTS CONTRIBUTIONS				
Revenues				
Dept: 00				
PROPERTY TAXES	45,566.00	0.00	0.00	0.00
USE OF MONEY AND PROPERTY	0.00	0.00	0.00	0.00
OTHER GOVERNMENT AGENCIES	0.00	0.00	0.00	0.00
OTHER REVENUE	0.00	0.00	0.00	0.00
RESERVES/CONTINGENCIES	0.00	0.00	0.00	0.00
Dept: 00	<u>45,566.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Dept: 75 CAPITAL PROJECTS				
OTHER REVENUE	0.00	0.00	0.00	0.00
CAPITAL PROJECTS	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Revenues	<u>45,566.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Expenditures				
Dept: 00				
OPERATIONS AND MAINTENANCE	40,000.00	0.00	0.00	0.00
Dept: 00	<u>40,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Dept: 20 RECREATION				
CAPITAL EXPENDITURES	0.00	0.00	0.00	0.00
RECREATION	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Dept: 30 ROSSMOOR PARK				
CONTRACT SERVICES	0.00	0.00	0.00	0.00
CAPITAL EXPENDITURES	0.00	0.00	0.00	0.00
ROSSMOOR PARK	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Dept: 40 MONTECITO CENTER				
CONTRACT SERVICES	0.00	0.00	0.00	0.00

INCOME STATEMENT

Rossmoor Community	YTD Actual			
MONTH: MARCH	Annual Amend. Bud.	MTD Amd. Bud.	YTD Actual	MTD Actual
Fund: 40 - CAPITAL PROJECTS CONTRIBUTIONS				
Expenditures				
Dept: 40 MONTECITO CENTER				
CAPITAL EXPENDITURES	0.00	0.00	0.00	0.00
MONTECITO CENTER	0.00	0.00	0.00	0.00
Dept: 50 RUSH PARK				
CONTRACT SERVICES	0.00	0.00	0.00	0.00
CAPITAL EXPENDITURES	0.00	0.00	0.00	0.00
RUSH PARK	0.00	0.00	0.00	0.00
Dept: 65 ROSSMOOR WALL				
CAPITAL EXPENDITURES	0.00	0.00	0.00	0.00
ROSSMOOR WALL	0.00	0.00	0.00	0.00
Dept: 75 CAPITAL PROJECTS				
OPERATIONS AND MAINTENANCE	0.00	0.00	0.00	0.00
DEBT SERVICE	0.00	0.00	0.00	0.00
CAPITAL EXPENDITURES	0.00	0.00	0.00	0.00
OTHER FINANCING USES	0.00	0.00	0.00	0.00
CAPITAL PROJECTS	0.00	0.00	0.00	0.00
Dept: 90 MINI-PARKS AND MEDIANS				
CAPITAL EXPENDITURES	0.00	0.00	0.00	0.00
MINI-PARKS AND MEDIANS	0.00	0.00	0.00	0.00
Expenditures	40,000.00	0.00	0.00	0.00
Fund: 45 - DEBT SERVICE FUND				
Revenues				
Dept: 00				
USE OF MONEY AND PROPERTY	0.00	0.00	0.00	0.00
Dept: 00	0.00	0.00	0.00	0.00
Revenues	0.00	0.00	0.00	0.00
Expenditures				
Dept: 75 CAPITAL PROJECTS				
OPERATIONS AND MAINTENANCE	0.00	0.00	0.00	0.00
CAPITAL PROJECTS	0.00	0.00	0.00	0.00
Dept: 85 DEBT SERVICE FUND				
OTHER FINANCING USES	0.00	0.00	0.00	0.00
DEBT SERVICE FUND	0.00	0.00	0.00	0.00
Expenditures	0.00	0.00	0.00	0.00
Grand Total Net Effect:				
	231,776.00	0.00	-240,659.87	15,748.04

Rossmoor Community Services District
Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual
For the nine (9) months ended March 31, 2021

	Original Budget	YTD 9 Month Actual	Current Month March 2021 Actual	Variance
Revenues:				
Property taxes	\$ 1,036,195	\$ 702,960	\$ 79,478	\$ 333,235
Assessments	360,000	244,956	27,603	115,044
Use of money and property	16,000	4,829	-	11,171
Intergovernmental	65,400	2,483	-	62,917
Fees and services	164,900	71,971	9,459	92,929
Other revenues	77,000	11,381	838	65,619
Total revenues	1,719,495	1,038,580	117,378	680,915
Expenditures:				
Administration	781,025	670,733	74,663	110,292
Recreation	39,750	13,920	-	25,830
Rossmoor Park	101,910	92,515	17,492	9,395
Montecito Center	31,660	17,859	6,445	13,801
Rush Park	226,240	129,332	3,024	96,908
Street Lighting	108,000	56,607	-	51,393
Rossmoor Wall	3,700	-	-	3,700
Street Sweeping	60,000	41,383	-	18,617
Parkway Trees	166,500	171,607	(320)	(5,107)
Mini-Parks and Medians	14,500	6,874	325	7,626
Total expenditures	1,533,285	1,200,830	101,629	332,455
Changes in Fund Balance	\$ 186,210	(162,250)	\$ 15,749	\$ 348,460
Fund Balance:				
Beginning of Period		1,130,999		
End of Period		\$ 968,749		

H1

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM H-1

Date: May 11, 2021
To: Honorable Board of Directors
From: General Manager Joe Mendoza
Subject: CONSIDERATION OF FUNDING REQUEST FROM THE CITY OF LOS ALAMITOS FOR FOURTH OF JULY EVENT ON THE JOINT FORCES TRAINING BASE

RECOMMENDATION:

Consider the contribution request by the City of Los Alamitos to authorize the General Manager to contribute \$8,000 in funds to the 34th Annual 4th of July Fireworks Spectacular event at the Joint Forces Training Base (JFTB) in Los Alamitos for the year 2021.

BACKGROUND:

The 4th of July Fireworks Spectacular event has been held annually for over 30 years. The community of Rossmoor once viewed this event as beneficial in that it provided the public with an affordable, convenient venue to view fireworks on the 4th of July.

From 2008 to 2018, the District contributed funding to this event, along with the surrounding cities of Los Alamitos, Cypress, Seal Beach, the JFTB and various private sponsors. Since budget shortfalls for this event continue to be a challenge, the City of Los Alamitos is requesting a contribution in the amount of \$8,000 for 2021.

In 2020, the District did not contribute to the drive-up fireworks event held at the base. In 2019, the District as well as the City of Cypress decided to opt out of participating and Cypress went on to hold their own July 3rd celebration and fireworks. In 2018 the District agreed to contribute \$8,000. The 2017 request was for \$6,200 with an additional \$2,500, for a total of \$8,700 to cover a shortfall in the events' budget. The District Board consented to a one-time increase. In 2016, the Board approved the requested contribution of \$6,200.

If the Board approves this year's request, 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 March 23, 2021 from the City of Los Alamitos Requesting Contribution of Funds Including Budget Data for the 2021 Event.



CITY OF Los Alamitos *California*

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

March 23, 2021

Joe Mendoza, General Manager
Rossmoor Community Services District
3001 Blume Dr.
Rossmoor, CA 90720

Dear Mr. Mendoza:

The 4th of July Fireworks Spectacular event has been held annually for the past 30 plus years. Each year our event touches thousands of families in our own communities as well as those throughout Orange and Los Angeles Counties.

It seems that so much has changed in a short period of time – the world around us, our communities, gathering spaces and events, places we work, and businesses that we shop at. Although many aspects of life has changed dramatically, this month marks one year since the start of the pandemic making many feeling frustrated and defeated. During these unprecedented times, many people have looked towards their local government to provide direction and now, more than ever, we must focus our energy on providing a spark for our community.

As we prepare for the 34th Annual 4th of July Fireworks Spectacular in 2021, we continue to face challenges that includes the ongoing COVID-19 Pandemic, increases in costs associated with the fireworks display, rental equipment, and staffing. City staff continues to seek sponsorships assistance to be able to execute the event each year.

We greatly appreciate the partnership with the Community of Rossmoor and the fact that your Community has contributed \$8,000 in years past in support of this patriotic, community event. We are again requesting support from the Community of Rossmoor and would greatly appreciate a contribution of \$8,000 similar to years past for this fantastic event.

Thank you for your thoughtful consideration of this proposal. Together, we will get through this. Please contact me at (562) 430-1073 to discuss this proposal in further detail.

Sincerely,

Emeline Noda
Acting Director of Recreation & Community Services

RECEIVED

MAR 31 2021

H2

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM H-2

Date: May 11, 2021

To: Honorable Board of Directors

From: General Manager Joe Mendoza

Subject: AUTHORIZATION TO RENEW AGREEMENT WITH CITY OF BREA IT SERVICES FOR COMPUTER SERVICES AND MAINTENANCE

RECOMMENDATION:

Authorize the General Manager to execute a renewed one-year Agreement with the City of Brea to maintain the District's computer system and equipment.

BACKGROUND:

Under the current terms of our IT service agreement, BreaIT Solutions (BreaIT) provides Rossmoor Community Services District (RCSD) with 8 hours (per month) of regularly scheduled on-site IT support at \$113 per hour (\$11,526 annually).

The Proposal provides for transition to remote support for the RCSD at a flat monthly fee of \$1,800, (\$21,600 annually), which includes unlimited remote support plus (5) hours of dedicated on-site support per month as needed (during normal Brea work hours). Additional onsite hours, if needed, will be provided at our current hourly rate of \$113. Unscheduled after hour and emergency support will remain at the emergency call out rate of \$123.

BreaIT is a full-service organization with a staff of 24 individuals whose breadth and depth of experience provides a valuable resource for whatever needs should arise. Moreover, their response rate for emergency service is superior. Transition to remote support offers benefits that may enhance our service by addressing IT needs sooner, compared to waiting for scheduled days and on-site support. BreaIT is requesting that a new or amended agreement be adopted prior to the start of the remote support starting on July 1, 2021.

ATTACHMENTS:

1. Current Information Technology Support Services Agreement from City of Brea, IT Services
2. Proposed Third Amendment to Information Technology Support Services Agreement from City of Brea, IT Services
3. City of Brea, IT Services Price increase letter, dated January 27, 2021



**AMENDMENT TO CONTACT SERVICE AGREEMENT FOR
INFORMATION TECHNOLOGY SUPPORT**

This AMENDMENT TO CONTACT SERVICE AGREEMENT (herein "Amendment") is made and entered into this 11th day of April 2017, by and between THE ROSSMOOR COMMUNITY SERVICES DISTRICT (herein "Client") and CITY OF BREA, a municipal corporation (herein "Contractor").

RECITALS

WHEREAS, on or about May 13, 2014 the Client and the Contractor entered into that certain Contract Services Agreement for Information Technology Support (Agreement");

WHEREAS, the terms of the Agreement provide the upon completion of (3) three years after its commencement, the Agreement automatically terminates;

WHEREAS, the Client and the Contractor are desirous of extending the term of the Agreement for (3) three additional years under the same terms as those set forth under the Agreement;

WHEREAS, the parties wish to extend the term of the Agreement pursuant to the provisions of this Amendment.

NOW, THEREFORE, the parties hereto agree as follows:

1. Section B.1 of the Agreement entitled "Term" shall be amended in its entirety to add the following provision to read as follows:

Section B.1 Term. The term of this Agreement shall be extended for an additional (3) three years ending on May 13, 2020 unless extended or earlier terminated, as provided herein. This Agreement may be extended by Client and BreatT for an additional one year term, subject to all provisions herein.

2. Sections B.2 of the agreement entitled "Compensation" shall be amended in its entirety to add the following provision regarding additional compensation for the services to be performed by the Contractor pursuant to revised Section B.1 to read as follows:

Section B.2 Compensation. As consideration for the use of BreatT services, Rossmoor Community Service District shall pay to BreatT a fee of:

- a) Year One – Ending 5/13/18 - \$108.00 per hour for each hour worked.
- b) Year Two – Ending 5/13/19 - \$108.00 per hour for each hour worked plus an increase not to exceed the February 2019 Orange County CPI Index.
- c) Year Three – Ending 5/13/20 – year two hourly rate plus an increase not to exceed the February 2020 Orange County CPI Index.

3. Sections B.3 of the agreement entitled "Contracted Hours" shall be amended in its entirety to add additional compensation for the services to be performed by the Contractor which revised Section B.3 shall read as follows:

Section B.3 Contracted Hours. The contracted ten (10) hours per month represent a specialist visiting the Client's site at a minimum of once every two weeks for 4 hours per visit.

4. Full Force and Effect. Except as expressly modified herein all other provisions of the Agreement shall remain unmodified and in full force and effect.
5. Corporate Authority. The persons executing the Agreement on behalf of the parties hereto warrant the (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Amendment, and (iv) the entering into the Agreement does not violate any provision of any other agreement to which the party is bound.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first set forth above.

APPROVED AS TO FORM:

CITY OF BREAA

By:

A handwritten signature in cursive script that reads "Cindy Russell". The signature is written over a horizontal line.

Cindy Russell, Administrative Services
Director

THE ROSSMOOR COMMUNITY SERVICES DISTRICT

By:

A handwritten signature in cursive script that reads "James D. Ruth". The signature is written over a horizontal line.

James D. Ruth, General Manager

DOCUMENT / AGREEMENT
PROCESSING FORM

TO: CITY CLERK'S OFFICE

FROM: ADMINISTRATIVE SERVICES

DATE: MAY 31, 2017

CONTRACTOR/VENDOR: ROSSMOOR COMMUNITY SERVICES DISTRICT

DESCRIPTION: AMENDMENT TO CONTRACT SERVICE AGREEMENT FOR
INFORMATION TECHNOLOGY SUPPORT

SELECT ONE:

Anticipated approval by [City Council] [Successor Agency] on _____
 No [City Council] [Successor Agency] action required

INSURANCE REQUIRED:

No
 Yes as attached
 Yes withhold execution until received

BONDS REQUIRED:

No
 Yes as attached
 Yes withhold execution until received

Type of Insurance required

Comprehensive General Liability
 Auto
 Umbrella or Excess Liability *MA*
 Workers Compensation
 Additional Insured Endorsement (if requested)
 Other – Errors and Omissions

Risk Manager Initials: *DS*

***Insurance MUST be seen and approved by Risk Manager before submitting to City Clerk's Office**

Agreement date:

[City Council] [Successor Agency] Approval Date:
 Date City/Agency executes: APRIL 11, 2017
 Other:

Agreement Expiration date: MAY 13, 2020

Comments: _____

Contact person: MIKE RYAN

**AMENDMENT TO CONTACT SERVICE AGREEMENT FOR
INFORMATION TECHNOLOGY SUPPORT**

This AMENDMENT TO CONTACT SERVICE AGREEMENT (herein "Amendment") is made and entered into this 11th day of April 2017, by and between THE ROSSMOOR COMMUNITY SERVICES DISTRICT (herein "Client") and CITY OF BREA, a municipal corporation (herein "Contractor").

RECITALS

WHEREAS, on or about May 13, 2014 the Client and the Contractor entered into that certain Contract Services Agreement for Information Technology Support (Agreement");

WHEREAS, the terms of the Agreement provide the upon completion of (3) three years after its commencement, the Agreement automatically terminates;

WHEREAS, the Client and the Contractor are desirous of extending the term of the Agreement for (3) three additional years under the same terms as those set forth under the Agreement;

WHEREAS, the parties wish to extend the term of the Agreement pursuant to the provisions of this Amendment.

NOW, THEREFORE, the parties hereto agree as follows:

1. Section B.1 of the Agreement entitled "Term" shall be amended in its entirety to add the following provision to read as follows:

Section B.1 Term. The term of this Agreement shall be extended for an additional (3) three years ending on May 13, 2020 unless extended or earlier terminated, as provided herein. This Agreement may be extended by Client and BreaIT for an additional one year term, subject to all provisions herein.

2. Sections B.2 of the agreement entitled "Compensation" shall be amended in its entirety to add the following provision regarding additional compensation for the services to be performed by the Contractor pursuant to revised Section B.1 to read as follows:

Section B.2 Compensation. As consideration for the use of BreaIT services, Rossmoor Community Service District shall pay to BreaIT a fee of:

- a) Year One – Ending 5/13/18 - \$108.00 per hour for each hour worked.
- b) Year Two – Ending 5/13/19 - \$108.00 per hour for each hour worked plus an increase not to exceed the February 2019 Orange County CPI Index.
- c) Year Three – Ending 5/13/20 – year two hourly rate plus an increase not to exceed the February 2020 Orange County CPI Index.

3. Sections B.3 of the agreement entitled "Contracted Hours" shall be amended in its entirety to add additional compensation for the services to be performed by the Contractor which revised Section B.3 shall read as follows:

Section B.3 Contracted Hours. The contracted ten (10) hours per month represent a specialist visiting the Client's site at a minimum of once every two weeks for 4 hours per visit.

4. Full Force and Effect. Except as expressly modified herein all other provisions of the Agreement shall remain unmodified and in full force and effect.
5. Corporate Authority. The persons executing the Agreement on behalf of the parties hereto warrant the (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Amendment, and (iv) the entering into the Agreement does not violate any provision of any other agreement to which the party is bound.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first set forth above.

APPROVED AS TO FORM:

CITY OF BREAA

By:

A handwritten signature in cursive script that reads "Cindy Russell". The signature is written over a horizontal line.

Cindy Russell, Administrative Services
Director

THE ROSSMOOR COMMUNITY SERVICES DISTRICT

By:

A handwritten signature in cursive script that reads "James D. Ruth". The signature is written over a horizontal line.

James D. Ruth, General Manager

DOCUMENT / AGREEMENT
PROCESSING FORM

TO: CITY CLERK'S OFFICE

FROM: ADMINISTRATIVE SERVICES

DATE: MAY 31, 2017

CONTRACTOR/VENDOR: ROSSMOOR COMMUNITY SERVICES DISTRICT

DESCRIPTION: AMENDMENT TO CONTRACT SERVICE AGREEMENT FOR
INFORMATION TECHNOLOGY SUPPORT

SELECT ONE:

Anticipated approval by [City Council] [Successor Agency] on _____
 No [City Council] [Successor Agency] action required

INSURANCE REQUIRED:

No
 Yes as attached
 Yes withhold execution until received

BONDS REQUIRED:

No
 Yes as attached
 Yes withhold execution until received

Type of Insurance required

Comprehensive General Liability
 Auto
 Umbrella or Excess Liability *MA*
 Workers Compensation
 Additional Insured Endorsement (if requested)
 Other – Errors and Omissions

Risk Manager Initials: *DS*

***Insurance MUST be seen and approved by Risk Manager before submitting to City Clerk's Office**

Agreement date:

[City Council] [Successor Agency] Approval Date:
 Date City/Agency executes: APRIL 11, 2017
 Other:

Agreement Expiration date: MAY 13, 2020

Comments: _____

Contact person: MIKE RYAN

**INFORMATION TECHNOLOGY
SUPPORT SERVICES AGREEMENT**

This AGREEMENT made and entered into this 13th day of May, 2014, by and between the CITY OF BREA, a Municipal Corporation, hereinafter sometimes referred to as "BreaIT," and THE ROSSMOOR COMMUNITY SERVICES DISTRICT, hereinafter sometimes referred to as "Client."

A. Recitals.

(i) Brea has heretofore established an Information Technology (IT) Division for the purpose of providing IT services, which include support of personal computers (PC), LAN, hardware, software, and general integration ("IT Services"). This Division shall be hereinafter referred to as BreaIT.

(ii) BreaIT has heretofore obtained all the necessary technical staff and equipment, and is experienced in the provision of IT Services.

(iii) Client desires to utilize BreaIT as an independent contractor under the management and control of Randy Hornsby, Brea's IT Manager, and subject to the terms and conditions set forth in this Agreement for the purpose of providing IT Services to upgrade and maintain Client's IT system.

B. Agreement.

NOW, THEREFORE, it is hereby mutually agreed by and between BreaIT and Client that as consideration for the following promises, the parties agree as follows:

1. Term. The term of this Agreement shall be three (3) years ending on May 13, 2017 unless extended or earlier terminated, as provided herein. In the event written notice of ninety (90) days is not given by either party, and provided the parties have met and agreed upon terms and compensation rates for

extension thereafter, this agreement shall continue for one-year periods based upon any new terms or fees agreed upon.

2. Compensation. As consideration for the use of BrealT, Client shall pay to BrealT:
 - a) Year One – Ending 5/13/2015 a fee of, \$105 per hour worked.
 - b) Year Two – Ending 5/13/2016 a fee of , \$105 per hour worked plus an increase not to exceed the February 2016 LA/Orange County CPI Index .
 - c) Year Three – Ending 5/13/2017 a fee of year two hourly rate plus an increase not to exceed the February 2017 LA/Orange County CPI Index.
3. Contracted Hours. The contracted 10 hours represents a technician visiting the Client's site 1 time a week for 2 hours per visit. BrealT will, in its sole reasonable discretion, determine which personnel shall be assigned to task/service requests.
 - a) Regularly scheduled Technician work for personal computer issues. Included will be hardware and standard software support, as well as simple and routine network maintenance and trouble-shooting. Technician work is more fully described in the job description attached hereto as Exhibit A and made a part hereof by reference.
 - b) Additionally, 10 hours per month of telephone support via BrealT's telephone hotline (714-990-7777) is available to Client as a condition of this agreement during BrealT's standard hours of operations, which are Monday through Thursday, 7:30 a.m. to 5:30 p.m., and alternate Fridays from 8:00 a.m. to 5:00 p.m. (City Hall is closed on alternate Fridays).
 - c) Emergency call-out and off-hours work will be billed at \$115.00 per hour with a two hour minimum. Hourly rates are subject to modification annually as may be agreed between the parties in writing.
 - d) Client agrees to pay all undisputed invoice amounts within forty-five (45) days of the invoice date. Client agrees to notify BrealT of any disputed invoice amounts within ten (10) days of receipt of the invoice..

4. Independent Contractor. BrealT is an independent contractor and not an employee of Client. Neither Client nor any of its employees shall have any control over the conduct of BrealT or any of their employees, except as herein set forth. BrealT expressly warrants not to, at any time or in any manner, represent that they, or any of their officers, employees or agents, are in any manner officers, employees, or agents of Client. It is expressly understood that said BrealT is and shall at all times remain as to Client wholly an independent contractor, and that BrealT's obligations to Client are solely such as are prescribed by this agreement.
5. Indemnity.
- a) All officers, agents, employees, subcontractors, their agents, officers and employees who are hired by or engaged by BrealT in the performance of this Agreement shall be deemed officers, agents and employees and subcontractors of BrealT, and Client shall not be liable or responsible to them for anything whatsoever.
 - b) BrealT agrees to defend and hold harmless Client and all of its officers and employees from all claims, damages, costs or expenses in law and in equity, including costs of suit and expenses for legal services, that may at any time allegedly received or suffered by reason of any wrongful or negligent act or omission on the part of BrealT or any of its agents, officers and employees and subcontractors in the performance of this Agreement.
 - c) BrealT shall not be deemed to assume any liability for wrongful or negligent acts of Client or its officers, agents, employees and subcontractors, and Client shall defend and hold BrealT harmless against any such claims.
 - d) BrealT agrees to defend and hold harmless Client from all claims, demands, liability fines and penalties made by BrealT's employees from health, retirement, workers' compensation, or any other benefits attributable to services performed pursuant to this Agreement.

- e) Client agrees to indemnify and hold harmless BreaIT, the City of Brea, its elected officials, officers, agents, employees and volunteers, as to any and all claims, liability or loss, damage or injury to persons or property, which arise from Client's performance of this Agreement.
6. Familiarity with Work. By execution of this agreement, BreaIT warrants that:
- a) It has thoroughly investigated and considered the work to be performed.
 - b) It has expertise in the area of information technology.
 - c) It has carefully considered how the work should be performed, and
 - d) It fully understands the difficulties and restrictions attending the performance of the work under this Agreement.
7. Exclusions. BreaIT shall not be responsible for providing support for any software that has been obtained illegally, is unlicensed or for which Client does not have proper certifications to run on Client's IT system.
8. Obligations of Client. Client shall be responsible for providing the following:
- a) Client will provide a networked PC on their site on which BreaIT staff can maintain utilities and gain access via modem to necessary support forums.
 - b) Client will maintain not less than one set of original media and manuals on site for all software supported by BreaIT.
 - c) Client acknowledges that the use of the PCs, operating systems and software programs are and shall be subject to the Client's exclusive management and control and Client shall at all times be solely responsible for assuring their proper use Client's officers, officials, employees, agents, consultants, guests or any other third parties.
9. Coordination of Work
- a) Selection of Representatives. The following person is hereby designated as the principal and representative of BreaIT authorized to act in its behalf with

respect to the work specified in this Agreement and to make all decisions in connection therewith:

Name: Mike Ryan

Title: IT Supervisor

- b) **Contract Representative.** The Contract Representative shall be **James Ruth**, or such other person as designated. It shall be BrealT's responsibility to assure that the Contract Representative is kept informed of the progress of the performance of the services, and BrealT shall refer any decision that must be made by Client to the Contract Representative. Unless otherwise specified herein, any approval of Client required hereunder shall mean the approval of the Contract Representative.
10. **Insurance.** BrealT shall procure and maintain insurance for the duration of this Agreement against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by BrealT, its agents, representatives, or employees. All such insurances shall serve as primary to any insurance coverage carried by Client.
- a) **Minimum Scope of Insurance**
- Coverage shall be at least as broad as:
- i. Insurance Services Office Commercial General Liability coverage
 - ii. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
 - iii. Workers' compensation insurance as required by the State of California and employer's liability insurance.
- b) **Minimum Limits of Insurance**
- Consultant shall maintain limits no less than:
- i. General Liability: \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, personal injury and property damage.

- ii. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
- iii. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

c) Other Requirements

- i. BrealT shall provide, at Client's request, an endorsement establishing that Client has been added as an additional insured to the General and Automobile liability insurance policies required under this Agreement. The above policy/policies shall not terminate, nor shall they be canceled, nor the coverage reduced, until after thirty (30) days written notice is given to the Client.

- 11. Governing Law. This Agreement shall be construed and interpreted as to both validity, and performance of the parties, in accordance with the Laws of the State of California.
- 12. Notices. Any notices required or permitted to be given by the terms of this Agreement, or by any law or statute, may be given by a party by depositing said notice in the U.S. mail, postage prepaid, addressed to the other party at the address of the party's respective City Hall. Service of said notice shall be deemed complete five (5) days after deposit of said notice in the mail.
- 13. Entire Agreement. This agreement shall constitute the entire agreement between BrealT and Client with respect to matters herein, and the same shall be deemed to supersede any and all other oral or written representations or agreements which may have been made by or entered into between BrealT and Client.
- 14. Modifications and Amendments. No modification or amendment to this agreement shall be deemed effective unless the same is in writing and executed by BrealT and Client subject to all requirements of law.

15. Execution of Agreement. This agreement may be executed in two (2) counterparts, each of which shall, for all purposes, be deemed an original, and all of which shall constitute one and the same agreement of BreaIT and Client.
16. Prohibition Against Transfer or Assignment. Client shall not assign or attempt to transfer any rights which it might have which arise from this agreement, without the prior written consent of BreaIT, any action in furtherance of any transfer or assignment.
17. Termination. This Agreement may be terminated with or without cause by either party at any time by providing the other party with ninety (90) days written notice of termination. In the event of such termination, BreaIT shall be compensated for services rendered as of the date of termination.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first set forth above.

CITY OF BREA

By: 
William Gallardo,
Administrative Services Director

THE ROSSMOOR COMMUNITY SERVICES DISTRICT

By: 
James D. Ruth, General Manager

Exhibit A

Job Description of Technician

Communicate, in an effective way, with non-technical users to resolve their computer problems.

Ability to coordinate the resolution of computer systems problems in a multi-vendor situation.

Work "off-hours" to implement systems upgrades and maintenance.

Diagnose and resolve PC hardware problems e.g. diagnose and replace a malfunctioning hard drive or any other major component of the PC.

Install, configure printers on PC's and in a simple LAN environment.

Diagnose and resolve basic LAN infrastructure problems e.g. bad network cards, HUB port problems, patch cords.

Diagnose and resolve Windows workstation operating system problems.

Assist end-users with their questions or problems with Microsoft Word, Excel, PowerPoint, Internet Explorer and Outlook.

Perform research and analysis to resolve technical problems with the above named software and hardware systems.

Add users to a Microsoft network operating system and change user's passwords when necessary.

Perform systems backups and maintain backup tape rotations.

Diagnose and resolve advanced LAN problems that may involve network switches, firewalls, routers, DNS servers, DHCP, WINS and TCP/IP.

Perform advanced procedures with the Microsoft network operating system e.g. install and configure PDC/BDC's.

Monitor and tune performance of servers and networking systems.

Test new equipment and software programs to determine compatibility with current equipment and standards. Detect errors and suggest possible improvements and alternatives.

Analyze current computing environment and recommend more efficient processes.

Assist end-users in identifying and evaluating their technology needs, and developing and implementing workable solutions.

Establish, coordinate and implement long-range information systems planning.

Monitor and analyze the efficiency and effectiveness of information systems and recommend changes that will make them better.

**THIRD AMENDMENT TO CONTRACT SERVICE AGREEMENT FOR
INFORMATION TECHNOLOGY SUPPORT**

This THIRD AMENDMENT TO CONTRACT SERVICE AGREEMENT (“Third Amendment”) is made and entered into this 11th day of May 2021 by and between ROSSMOOR COMMUNITY SERVICES DISTRICT (“Client”) and CITY OF BREA, a municipal corporation (“Contractor”). Hereinafter the Client and Contractor may be referred to as “Party” or collectively as “Parties”.

RECITALS

WHEREAS, on or about May 13, 2014 the Client and the Contractor entered into that certain Contract Services Agreement for Information Technology Support (“Agreement”);

WHEREAS, on or about May 13, 2017 the Client and the Contractor entered into that certain Amendment to Contract Service Agreement for Information Technology Support;

WHEREAS, the terms of the Amended Agreement provided that upon completion of three (3) years after its commencement, the Agreement automatically terminates;

WHEREAS, on or about May 12, 2020, the Client and the Contractor did enter into that certain Second Amendment to the Agreement for one (1) additional year under the same terms as those set forth under the Agreement and as modified therein;

WHEREAS, the Client and the Contractor are desirous of extending the term of the Agreement for one (1) additional year under the same terms as those set forth under the Agreement and as modified herein;

WHEREAS, the Parties also wish amend the compensation provisions of the Agreement pursuant to the provisions of this Third Amendment, which amended compensation provisions shall become effective on July 1, 2021.

NOW, THEREFORE, the Parties hereto agree as follows:

1. Section B.1 of the Agreement entitled “Term” shall be amended in its entirety to add the following provision to read as follows:

Section B.1 Term. The term of this Agreement shall be extended for an additional (1) year ending on May 10, 2022 unless extended or earlier terminated, as provided herein. This Agreement may be extended by Client and Contractor for an additional one year term, subject to all provisions herein.

2. Effective July 1, 2021, Sections B.2 of the Agreement entitled "Compensation" shall be amended in its entirety to add the following provision regarding additional compensation for the services to be performed by the Contractor pursuant to revised Section B.1 to read as follows:

Section B.2 Compensation. As consideration for the use of Contractor's services, Rossmoor Community Service District shall pay to Contractor a fee of \$1800.00 per month which shall be payable upon receipt of invoice for said services from Contractor. The rates are subject to review and modification annually as may be agreed between the Parties in writing. In exchange for the base monthly fee, Contractor will provide Client unlimited remote desktop and network support and, not to exceed five (5) hours per month (as needed) onsite support for the following identified services:

- a) Desktop Support includes setup, maintenance and troubleshooting of all computers. Network Support consists of servers and network infrastructure hardware setup, maintenance and troubleshooting, including coordination with third-party vendors. Contractor will, in its sole reasonable discretion, determine which personnel shall be assigned to task/service requests.
- b) Specialist work for computer issues include hardware and standard software support, as well as simple and routine network maintenance and troubleshooting. Specialist work is more fully described in the job description attached Proposal hereto as Exhibit A and made a part hereof by reference. Account Manager work is a component of administrating the agreement and scheduling Specialists work. Account Manager work is more fully described in the job description attached Proposal hereto as Exhibit A and made a part hereto by reference.
- c) Telephone support via Contractor's telephone hotline (714-990-7777) is available to Client as a condition of this Agreement during Contractor's standard hours of operations, which are Monday through Thursday, 7:30 a.m. to 5:30 p.m., and alternate Fridays from 8:00 a.m. to 5:00 p.m. (City Hall is closed on alternate Fridays).
- d) Additional Specialist hours, which may be required during Contractor's standard hours of operation, will be billed at a rate of \$113 per hour. Emergency call-Out, holidays and off-hours support will be billed at \$123 per hour with a two hour minimum. Hourly rates are subject to modification annually as may be agreed between the Parties in writing.
- e) Client agrees to pay all undisputed invoice amounts within thirty (30) days of the invoice date. Client agrees to notify Contractor of any disputed invoice amounts within ten (10) days of the invoice date.

3. Full Force and Effect. Except as expressly modified herein all other provisions of the Agreement shall remain unmodified and in full force and effect.

4. Corporate Authority. The persons executing the Agreement on behalf of the Parties hereto warrant that (i) such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said Party, (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Amendment, and (iv) the entering into the Agreement does not violate any provision of any other agreement to which the Party is bound.

IN WITNESS WHEREOF, the Parties hereto have caused this Third Amendment to be executed as of the day and year first set forth above.

CITY OF BREA

Cindy Russell
Administrative Services Director

ROSSMOOR COMMUNITY SERVICES DISTRICT

Joe Mendoza
General Manager

Exhibit A

Remote Support Services provided by the BreaIT Help Desk

The following services reflect BreaIT's remote level support, which is detailed in the scope or terms of the agreement.

- Communicate effectively with non-technical users to respond to support tickets and resolve computer program or network issues using remote desktop software "Kaseya" (provided by BreaIT).
- Coordinate with software vendors to assist in the resolution of problems that arise for any supported computer systems.
- Provide the scheduling flexibility to work "off-hours" to implement system upgrades and perform maintenance as needed.
- Diagnose and resolve hardware problems and replace any malfunctioning components of the computers, servers or any other supported devices on-site using the contracted 5 hours per month (as needed).
- Install and configure printers on PC's and in a simple local area network (LAN) environment.
- Diagnose and resolve all LAN infrastructure problems.
- Diagnose and resolve Windows workstation operating system problems.
- Assist end-users and provide answers to questions or resolve problems with Microsoft Word, Excel, PowerPoint, internet Browsers and Outlook.
- Perform any research needed in order to resolve technical problems.
- Provide day-to-day user management support functions, such as; adding, deleting or changing user passwords in Microsoft's network operating system.
- Perform systems backups and maintain backup data.
- Diagnose and resolve advanced LAN problems that may involve network switches, firewalls, routers, DNS servers and any other protocols or services.
- Perform advanced procedures with the Microsoft network operating systems e.g. install and configure PDC/BDC's.
- Monitor and ensure the performance of servers and networking systems.

- Test new equipment and software programs to determine compatibility with current equipment and adherence to recommended standards. Detect errors and suggest possible improvements and alternatives.
- Analyze and assess current computing environment and if possible, provide recommendations for process improvement and enhanced efficiency.
- Assist end-users in identifying and evaluating technology needs, and work to develop and implement feasible solutions.
- Establish, coordinate and implement long-range information systems planning.
- Monitor and analyze the efficiency and effectiveness of information systems and recommend changes for possible enhancements.

January 27, 2021

Joe Mendoza, General Manager
Rossmoor Community Services District
3021 Blume Drive
Rossmoor, CA 90720

Dear Mr. Mendoza:

BreaIT provides Rossmoor Community Services District (RCSD) with 8 hours (per month) of regularly scheduled, on-site IT support under the current terms of our service agreement. These terms are subject to annual modification, provided that any changes be communicated in writing.

Budget season is quickly approaching, and we understand the importance of timely information for projecting expenditures for the coming fiscal year. Our goal is to notify our clients as early as possible in the event of a change to our service model. Effective July 1, 2021, BreaIT will be transitioning all clients that receive less than or two days per week (64 hours per month) of on-site support to a remote support basis. This change is to ensure that BreaIT is operating efficiently and at a fiscally sustainable level.

Remote support for the RCSD is at a flat monthly fee of \$1,800, which includes unlimited remote support plus (5) hours of dedicated on-site support per month as needed (during normal Brea work hours). Additional on-site hours, if needed, will be provided at your current hourly rate of \$113. Unscheduled after hour and emergency support will remain at your emergency callout rate of \$123.

Transitioning to remote support offers benefits that may enhance the service you receive. As a remote support client, your IT needs are addressed sooner compared to waiting for scheduled days of on-site support. Once submitted, support tickets are reviewed regularly, prioritized and assigned to the appropriate IT helpdesk team member for response and resolution.

If the proposed transition to remote support is acceptable, please notify us and we will provide an amendment to the support service agreement, if necessary. If you choose not to continue with BreaIT as your IT support service provider, please notify us by April 1, 2021 to allow for a 90-day termination period, which concludes at the end of the current fiscal year.

We look forward to continuing this relationship and hope to maintain our role as your IT support service provider. Please feel free to contact me at 714/990-7263 or e-mail randyh@cityofbrea.net, if you have any questions or need additional information.

Sincerely,



Randy Hornsby
IT Manager

H3

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM H-3

Date: May 11, 2021

To: Honorable Board of Directors

From: General Manager Joe Mendoza

Subject: CONTRACT RENEWAL TO PROVIDE AUDITING SERVICES WITH ROGERS, ANDERSON, MALODY & SCOTT, LLP

RECOMMENDATION:

Discuss and take action on a contract renewal with Rogers, Anderson, Malody & Scott, LLP for provision of auditing services for the District.

BACKGROUND:

The District's auditing firm has completed its third year of a three-year Agreement. Policy No. 3025 Financial Audit requires that the Board consider its discretion to solicit proposal for a new audit services contract at least once every three years. The current vendor has provided a highly responsive level of service during the last three audits.

The District has deemed it prudent to maintain continuity with the auditing function since the current vendor has a thorough working familiarity with the fiscal functions of the District and considering the recent staffing changes at the District and the use of unrelated third-party accounting consultants District. Attached is a proposal from Rogers, Anderson, Malody & Scott, LLP for an additional three-year engagement for a nominal increase in fees.

ATTACHMENTS:

1. Proposal for the renewal of a three-year contract with Rogers, Anderson, Malody & Scott, LLP.
2. Policy No. 3025 Financial Audit.



ROGERS, ANDERSON, MALODY & SCOTT, LLP
CERTIFIED PUBLIC ACCOUNTANTS, SINCE 1948

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May 4, 2021

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Audit Quality Center*

California Society of
Certified Public Accountants

To the Board of Directors
Rossmoor Community Services District
Rossmoor, California

The following represents our understanding of the services we will provide the Rossmoor Community Services District (District).

You have requested that we audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of the District, as of June 30, 2021, and for the year then ended and the related notes to the financial statements, which collectively comprise the District's basic financial statements. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audit will be conducted with the objective of our expressing an opinion on each opinion unit applicable to those basic financial statements.

Accounting principles generally accepted in the United States of America (U.S. GAAP), as promulgated by the Governmental Accounting Standards Board (GASB) require that supplementary information, such as management's discussion and analysis (MD&A) and budgetary comparison information be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the GASB, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS). These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by U.S. GAAP. This RSI will be subjected to certain limited procedures but will not be audited:

1. Budgetary Comparison Schedules - General Fund



Supplementary information other than RSI will accompany the District's basic financial statements. The supplementary information will be presented for purposes of additional analysis and is not a required part of the financial statements. Such information will be subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. Our auditor's report will provide an opinion on the following supplementary information in relation to the financial statements as a whole:

1. Budgetary Comparison Schedule – Capital Projects Contributions Fund
2. Statement of Changes in Fiduciary Assets and Liabilities – Agency Fund

Auditor Responsibilities

We will conduct our audit in accordance with U.S. GAAS, the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America, and State Controller's *Minimum Audit Requirements for California Special Districts*. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the basic financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the basic financial statements, whether due to fraud or error, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements.

An audit also includes evaluating the appropriateness of accounting policies used, and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the basic financial statements. If appropriate, our procedures will therefore include tests of documentary evidence that support the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of cash, investments, and certain other assets and liabilities by correspondence with creditors and financial institutions. As part of our audit process, we will request written representations from your attorneys, and they may bill you for responding. At the conclusion of our audit, we will also request certain written representations from you about the basic financial statements and related matters.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements (whether caused by errors, fraudulent financial reporting, misappropriation of assets, or violations of laws or governmental regulations) may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS and *Government Auditing Standards*.

In making our risk assessments, we consider internal control relevant to the entity's preparation and fair presentation of the basic financial statements in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the basic financial statements that we have identified during the audit. Our responsibility as auditors is, of course, limited to the period covered by our audit and does not extend to any other periods.

We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

Compliance with Laws and Regulations

As previously discussed, as part of obtaining reasonable assurance about whether the basic financial statements are free of material misstatement, we will perform tests of the District's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Management's Responsibilities

Our audit will be conducted on the basis that management acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the basic financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of basic financial statements that are free from material misstatement, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements; and
3. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the basic financial statements such as records, documentation, and other matters;
 - b. Additional information that we may request from management for the purpose of the audit; and
 - c. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.
4. For including the auditor's report in any document containing basic financial statements that indicates that such basic financial statements have been audited by the entity's auditor;
5. For identifying and ensuring that the entity complies with the laws and regulations applicable to its activities;
6. For adjusting the basic financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the basic financial statements as a whole; and
7. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
8. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets.
9. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant role in internal control and others where fraud could have a material effect on the financials; and
10. For the accuracy and completeness of all information provided.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility: (a) for the preparation of the supplementary information in accordance with the applicable criteria; (b) to provide us with the appropriate written representations regarding supplementary information; (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information; and (d) to present the supplementary information with the audited basic financial statements, or if the supplementary information will not be presented with the audited basic financial statements, to make the audited basic financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

As part of our audit process, we will request from management written confirmation concerning representations made to us in connection with the audit.

Reporting

We will issue a written report upon completion of our audit of the District's basic financial statements. Our report will be addressed to the Board of Directors. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance will not be an objective of the audit and, therefore, no such opinion will be expressed.

Other

We understand that your employees will prepare all confirmations we request and will locate any documents or support for any other transactions we select for testing.

If you intend to publish or otherwise reproduce the financial statements in a format other than that provided by us, and make reference to our firm, you agree to provide us with the printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

Regarding the electronic dissemination of audited financial statements, including financial statements published electronically on your internet website, you understand that the electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

We will assist management with drafting the financial statements based on the District's trial balances, maintaining the District's capital asset records, and preparing the State Controller's Annual Financial Transactions Report. With respect to this or any nonattest services we perform, the District's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

Government Auditing Standards require that we document an assessment of the skills, knowledge, and experience of management, should we participate in any form of preparation of the basic financial statements and related schedules or disclosures as these actions are deemed a non-audit service.

If it is determined a Single Audit is needed subsequent to this engagement letter, we will provide the District with another engagement letter covering the terms and conditions related to a Single Audit and the Uniform Guidance.

Provisions of Engagement Administration, Timing and Fees

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

Board of Directors
Rossmoor Community Services District

Our firm may transmit confidential information that you provided us to third parties in order to facilitate delivering our services to you. We have obtained confidentiality agreements with all our service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have the appropriate procedures in place to prevent the unauthorized release of confidential information to others. We will remain responsible for the work provided by any third-party service providers used under this agreement. By your signature below, you consent to having confidential information transmitted to entities outside the firm. Please feel free to inquire if you would like additional information regarding the transmission of confidential information to entities outside the firm.

Brad Welebir, CPA, CGMA, MBA is the engagement partner for the audit services specified in this letter. His responsibilities include supervising Rogers, Anderson, Malody & Scott, LLP's services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

Our fee for the audit and nonattest services will not exceed \$16,900. We will notify you immediately of any circumstances we encounter that could significantly affect this initial fee estimate. Whenever possible, we will attempt to use the District's personnel to assist in the preparation of schedules and analyses of accounts. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the audit. Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

During the course of the audit we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

You agree to inform us of facts that may affect the basic financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

To ensure that Rogers, Anderson, Malody & Scott, LLP's independence is not impaired under the AICPA *Code of Professional Conduct*, you agree to inform the engagement partner before entering into any substantive employment discussions with any of our personnel.

We agree to retain our audit documentation or work papers for a period of at least seven years from the date of our report. Upon expiration of this period, we will be free to destroy our records related to the engagement. However, we do not keep original client documents, so we will return those as they are used during each engagement. It is management's responsibility to retain and protect the records for possible future use, including examination by regulators and federal agencies.

We require that a copy of the final trial balance (i.e., a trial balance ready to audit) be delivered to us at least 10 business days prior to the start of the audit, otherwise we may reschedule the start of the audit.

At the conclusion of our audit engagement, we will communicate to the Board of Directors the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and

- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

The audit documentation for this engagement is the property of Rogers, Anderson, Malody & Scott, LLP and constitutes confidential information. However, we may be requested to make certain audit documentation available to regulators and federal agencies and to the U.S. Government Accountability Office pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of Rogers, Anderson, Malody & Scott, LLP's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the regulators. The regulators may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

In accordance with the requirements of *Government Auditing Standards*, we have attached a copy of our latest external peer review report of our firm for your consideration and files.

International Alliance Membership

RAMS is an independent member firm of Alliot Global Alliance, which is an international alliance of independent accounting, law, and specialist firms. Alliot Global Alliance and its member firms are legally distinct and separate entities. These entities are not and shall not be construed to be in the relationship of a parent firm, subsidiary, partner, joint venture, agent, or a network. No Alliot Global Alliance member firm has any authority (actual, apparent, implied, or otherwise) to obligate or bind Alliot Global Alliance or any other Alliot Global Alliance member firm in any manner whatsoever. Equally, neither Alliot Global Alliance nor any other member firm has any authority to obligate or bind RAMS or any other member firm. All Alliot Global Alliance members are independent firms, and as such, they each render their services entirely on their own account (including benefit and risk). In connection with the engagement contemplated by this letter or any other services from time to time provided by RAMS, RAMS may seek advice from or may recommend the retention of an Alliot Global Alliance member firm. Alliot Global Alliance and its other member firms shall have no liability for advice rendered by RAMS or such consulted or retained Alliot Global Alliance member firm. Nor shall RAMS have liability for advice rendered by any of the other Alliot Global Alliance member firms, even if consulted or recommended to you by RAMS.

Please sign and return this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements including our respective responsibilities. Keep a copy for your records.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Respectfully,

ROGERS, ANDERSON, MALODY & SCOTT, LLP



Brad Welebir, CPA, CGMA, MBA
Partner

Board of Directors
Rossmoor Community Services District

RESPONSE:

This letter correctly sets forth our understanding.

Acknowledged and agreed on behalf of Rossmoor Community Services District by:

Name: _____

Title: _____

Date: _____

Rossmoor Community Services District

PROPOSAL FOR PROFESSIONAL SERVICES

Audit Work Cost Proposal

Rogers, Anderson, Malody & Scott, LLP

Certified Public Accountants

Services	Contract Period			Option to Extend	
	2020/21	2021/22	2022/23	2023/24	2024/25
Audit bundle: 1. Audit of the financial statements and supplementary information 2. Nonattest services: Preparation of the financial statements 3. Nonattest services: Preparation of the State Controller's Annual Financial Transactions Report					
Total for Fiscal Year (not-to-exceed)	\$ 16,900	\$ 17,400	\$ 17,900	\$ 18,400	\$ 19,000

Costs after fiscal year 2020/21 were increased by approximately 3% per year.

We are committed to the fee estimate presented above. The fee was developed based on our experience performing the District's audit as well as our experience performing similar services to entities of this size and nature.

If circumstances are significantly different than our expectations, we will discuss those with you well in advance of continuing to perform our professional services, to determine the most agreeable remedy.

We encourage our clients to maintain contact with us throughout the year for any technical matters, which is often mutually beneficial for the entity and us. The costs for a reasonable amount of advisory time from our professionals for technical questions throughout the year is included in the proposed costs above.

Brad Welebir

Signature	Partner Title	1/25/2021 Date
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Brad A. Welebir, CPA, CGMA, MBA

 Name

Grant Bennett Associates

A PROFESSIONAL CORPORATION

Report on the Firm's System of Quality Control

May 15, 2018

To the Partners of Rogers, Anderson, Malody & Scott, LLP and the Peer Review Committee of the California Society of CPAs:

We have reviewed the system of quality control for the accounting and auditing practice of Rogers, Anderson, Malody & Scott, LLP (the firm) in effect for the year ended November 30, 2017. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including a compliance audit under the Single Audit Act and an audit of an employee benefit plan.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Rogers, Anderson, Malody & Scott, LLP in effect for the year ended November 30, 2017, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Rogers, Anderson, Malody & Scott, LLP has received a peer review rating of *pass*.



GRANT BENNETT ASSOCIATES
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May 4, 2021

To the Board of Directors
Rossmoor Community Services District
Rossmoor, California

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Scott W. Marino, CPA, CGMA
Leena Shanbhag, CPA, MST, CGMA
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California Society of
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This letter is provided in connection with our engagement to audit the financial statements of the Rossmoor Community Services District (District) as of and for the year ended June 30, 2021. Professional standards require that we communicate with you certain items including our responsibilities with regard to the financial statement audit and the planned scope and timing of our audit.

Our Responsibilities

As stated in our engagement letter dated May 4 2021, we are responsible for conducting our audit in accordance with auditing standards generally accepted in the United States of America and in accordance with *Government Auditing Standards*, and the State Controller's *Minimum Audit Requirements for California Special Districts*, for the purpose of forming and expressing opinions about whether the financial statements that have been prepared by management, with your oversight, are prepared, in all material respects, in accordance with accounting principles generally accepted in the United States of America in accordance with accounting principles generally accepted in the United States of America, as well as accounting systems prescribed by the California State Controller's Office and State regulations governing special districts. Our audit does not relieve you or management of your respective responsibilities.

Our responsibility as it relates to the supplementary information, is to evaluate its presentation for the purpose of forming and expressing an opinion as to whether the information is fairly stated in all material respects in relation to the financial statements as a whole.

Our responsibility for the required supplementary information included in the document containing the audited financial statements and our report thereon includes only the information identified in our report. We have no responsibility for determining whether the required supplementary information is properly stated.

Planned Scope of the Audit

Our audit will include examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. Our audit is designed to provide reasonable, but not absolute, assurance about whether the financial statements as a whole are free of material misstatement, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws or governmental regulations. Because of this concept of reasonable assurance and because we will not examine all transactions, there is a risk that material misstatements may exist and not be detected by us.

Our audit will include obtaining an understanding of the entity and its environment, including its internal control, sufficient to assess the risks of material misstatement of the financial statements and as a basis for designing the nature, timing, and extent of further audit procedures. However, we will communicate to you at the conclusion of our audit, significant matters that are relevant to your responsibilities in overseeing the financial reporting process, including any material weaknesses, significant deficiencies, and violation of laws or regulations that come to our attention.

We expect to begin our audit on approximately August 23, 2021. Brad Welebir, CPA, CGMA, MBA is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

This information is intended solely for the information and use of the Board of Directors and management of the District and is not intended to be and should not be used by anyone other than these specified parties.

Respectfully,

Rogers, Anderson, Malody & Scott, LLP.

I

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM I

Date: May 11, 2021
To: Honorable Board of Directors
From: General Manager Joe Mendoza
Subject: GENERAL MANAGER ITEMS

RECOMMENDATION

Receive and file.

INFORMATION

In addition to the day-to-day operations of the Rossmoor Community Services District (RCSD) the General Manager has been working on the following projects:

1. Street Sweeping Update: The General Manager and District Counsel are continuing to work with OCPW administration and County Counsel in finalizing a resolution and agreement to be presented to the Orange County Board of Supervisors for adoption. Staff continues to work with the Orange County Geographic Information System (GIS) staff and other possible vendors to obtain a GIS map to identify the most efficient route to accommodate an odd/even street-sweeping schedule. We continue to work on parts of a draft RFP that would include this map, should the District go out to bid for street sweeping services in the future. The current contract with R.F. Dickson Inc. expired on May 8, 2021 and the District extended the contract for one year with the understanding that the change in street sweeping schedules may be forthcoming. At that point, the contact could be renegotiated, or the District could seek another contractor.
2. COVID-19: As reported last month the County of Orange moved into the orange tier on March 31, 2021. While Los Angeles County recently moved to the less restrictive yellow tier, the County of Orange has not

fully met the coronavirus metrics to move tiers and remains in the orange tier.

Special districts have not received access to COVID-19 funding programs unlike other government entities (i.e., State, schools, cities and counties). The General Manager participated on a panel with California Special Districts Association (CSDA) Senior Public Affairs Field Coordinator Chris Palmer and Midway City Sanitation District General Manager Ken Robbins. The panel conducted Zoom meetings with the offices of Senator Tom Umberg and Assemblywoman Janet Nguyen. The purpose of these meetings was to educate their offices on the negative impacts COVID-19 has had on special districts and ask them to support that special districts be granted access to relief funding. Congress has approved a total more than \$57 billion in relief funds to aid California and its local governments. Of this, the State will receive \$36.14 billion in discretionary funds to address COVID-19 impacts. Cities and counties will have received \$21.8 billion in direct allocations from the federal government. During these meetings, we asked that consideration be given to dedicating a fair share of these funds to address unmet COVID-19 impacts on special districts.

The impact of the pandemic on RCSD has resulted in the loss of revenue from facility rentals and the suspension of capital improvement projects due to the uncertainty on the long-term fiscal impact on the District. Staffing levels were also greatly affected by the 20% furlough, Families First Coronavirus Response Act (FFCRA) time off, COVID-related illnesses and quarantines, and sick and vacation time use. Therefore, for many months some of our core full-time staff were working an average of 2.5 days per week. Thus, the District had to supplement with part-time staff in order to keep the facilities clean and staffed.

3. Caltrans Sound Wall: Recently the Board requested that the General Manager begin working on mitigating the increased noise caused by the freeway expansion. The General Manager has been working with the offices of Senator Tom Umberg, Assemblywoman Janet Nguyen, and Supervisor Katrina Foley to review the issue. Most recently, the General Manager provided a tour of the District to Supervisor Foley's Constituent Services Manager and this one of the topics discussed.
4. Budget: Staff is working with Accountant Ken Pun to prepare the preliminary FY 2021-2022 budget. Preliminary budget meetings with the Public Works/CIP Committee on May 25, 2021 and the Budget Committee on June 1, 2021 have been scheduled in order to present the budget to the Board on June 8, 2021.

5. Facility Rental Requests: As our District opens facilities, such as picnic shelters, meeting rooms, and auditoriums, staff has received a few inquiries from non-profit groups regarding fee waivers or reduced rates. It was brought to the General Manager's attention that RCSD has set a precedent in facilitating and providing the Rossmoor Homeowners Association with ongoing free meeting space. Understandably, non-profit groups have also been impacted monetarily by the COVID-19 pandemic and have raised the issue to make a case for reduced or free space. As General Manager, I have instituted a moratorium on receiving and submitting waiver requests to the Board since RCSD continues to experience a loss in revenue due to the pandemic. It is not known when Orange County will move into the less restrictive yellow tier, and ultimately be allowed to fully open.

In an attempt to be consistent when working with non-profit groups, I evaluated our past practices and requested Legal Counsel Tarquin Preziosi to opine regarding providing the Rossmoor Homeowners free space for meetings and/or ongoing storage. Mr. Preziosi commented that it is not advisable and could constitute a gift of public funds, and it would be recommended that the District administer facility user fees consistently to all non-profit groups. Therefore, charging fees for all facility use will be applied consistently going forward.

**CLOSED
SESSION**