

ROSSMOOR

COMMUNITY SERVICES DISTRICT



Regular Meeting of the Board Agenda Package

April 8, 2014

PUBLIC COPY

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

REGULAR MEETING

RUSH PARK
3021 Blume Drive
Rossmoor, California

Tuesday, April 8, 2014

7:00 p.m.

A. ORGANIZATION

1. CALL TO ORDER: 7:00 p.m.

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

3. PLEDGE OF ALLEGIANCE

4. PRESENTATIONS

a. Proclamation in Recognition of Ms. Kiva Spiratos as LAUSD 2014 Principal of the Year.

B. ADDITIONS TO AGENDA - None

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

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

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

C. PUBLIC FORUM

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

D. REPORTS TO THE BOARD

1. REPORT ON STATUS OF THE I-405 IMPROVEMENT PROJECT

E. CONSENT CALENDAR

1. MINUTES:

a. Regular Board Meeting of March 11, 2014.

2. FEBRUARY REVENUE AND EXPENDITURE REPORT.

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

H. **REGULAR CALENDAR**

1. INVESTMENT COMMITTEE RECOMMENDATIONS RE: REINVESTMENT OF RESERVE ACCOUNTS.

2. BUDGET COMMITTEE RECOMMENDATIONS RE: UPGRADE OF DISTRICT COMPUTER SYSTEM.

3. BUDGET COMMITTEE RECOMMENDATIONS RE: RENEWAL OF HTGROUP CONSULTING AGREEMENT.

4. DISCUSSION AND POSSIBLE ACTION RE: THE PLACEMENT OF SOUTHERN CALIFORNIA GAS CO. SMART METERS AND TRANSMISSION ANTENNAS WITHIN THE DISTRICT.

5. DISCUSSION AND POSSIBLE ACTION RE: ELECTION OF SPECIAL DISTRICT REPRESENTATIVE TO LAFCO.

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 Board members to request that specific items be placed on a future Agenda. The Board may not discuss or take action on items that are not on the Agenda.

K. **CLOSED SESSION**

1. CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION
Pursuant to Government Code section 54956.9(d)(1)

Name of Case: RCSD v. Steven Wickser, et al.
OC Superior Court Case No.30-2013-00687577-CU-MC-CJC

2. CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION

Pursuant to Government Code Section 45956.9(d)(2)

Number of cases: 1

L. ADJOURNMENT

It is the intention of the Rossmoor Community Services District to comply with the Americans with Disabilities Act (ADA) in all respects. If, as an attendee or a participant at this meeting, you will need special assistance beyond what is normally provided, the District will attempt to accommodate you in every reasonable manner.

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

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

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

CERTIFICATION OF POSTING

I hereby certify that the attached Agenda for the April 8, 2014, 7:00 p.m. Regular Meeting of the Board of Directors of the Rossmoor Community Services District was posted at least 72 hours prior to the time of the meeting.

ATTEST:



JAMES D. RUTH
General Manager

Date April 2, 2014

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM A-4

Date April 8, 2014
To: Honorable Board of Directors
From: General Manager
Subject: PRESENTATIONS FOR MEETING OF APRIL 8, 2014

RECOMMENDATION:

Receive presentations.

BACKGROUND:

The report reflects the order of presentations for your Regular April, 2014 Meeting of the Board.

- a. Proclamation in Recognition of Ms. Kiva Spiratos for Educational Excellence as the LAUSD's 2014 Principal of the Year.

ATTACHMENTS:

1. Proclamation in Recognition of Educational Excellence.
2. News Article—Orange County Breeze dated February 21, 2014 re: LAUSD 2014 Principal of the Year.



PROCLAMATION

IN RECOGNITION

of

EDUCATIONAL EXCELLENCE

Los Alamitos Unified School District

2014 Principal of the Year

Kiva Spiratos

WHEREAS, public schools are the backbone of our democracy, providing young people with the tools they need to maintain our nation's precious values of freedom, civility and equality; and

WHEREAS, Rossmoor Elementary School Principal, Kiva Spiratos, has established a culture of high expectations and a vision and commitment to all students that exceeds the boundaries of her campus; and

WHEREAS, Under Ms. Spiratos' leadership Rossmoor Elementary School has become known as an exemplary elementary school with a harmonious instructional focus in every classroom. Rossmoor's Academic Performance Index (*API*) has risen from 900 to 967—making it into the top ten performing schools in Orange County, California and a featured Gold Medal winner by the Orange County Register; and

WHEREAS, Ms. Spiratos' has created a rich educational environment that values children's academic, social and emotional well-being. She ensures that school is a safe, enriching and enjoyable place for students to grow and flourish. Students are actively engaged in a vast array of activities which include art, athletics, character building and citizenship; and

WHEREAS, Ms. Spiratos' wrote and received multiple grants to provide ongoing coaching and training for all elementary teachers. Her focus on quality instruction led to the development of district-wide summer training institutes and a revitalization of the District's summer school program by establishing tiered intervention systems; and

WHEREAS, Ms. Kiva Spiratos, Principal of Rossmoor Elementary School, has been proudly selected as 2014 Principal of the Year for Los Alamitos Unified School District.

NOW, THEREFORE, I, Michael Maynard, serving as President of Rossmoor Community Services District in Rossmoor, California, do hereby proclaim this year's Principal of the Year, Ms. Kiva Spiratos, as an outstanding educational leader and an asset to the community of Rossmoor.

ADOPTED, This 8th day of April, 2014.

ATTEST:

Michael Maynard, President of the Board
Rossmoor Community Services District

James D. Ruth, General Manager
Rossmoor Community Services District

- Orange County Breeze - <http://www.oc-breeze.com> -

Kiva Spiratos named LAUSD 2014 Principal of the Year

Posted By [courtesy](#) On February 21, 2014 @ 12:07 pm In [Los Alamitos Unified School District, School](#) | [No Comments](#)

The following information was released by Los Alamitos Unified School District (LAUSD).

A visionary leader, Ms. Kiva Spiratos, Principal of Rossmoor Elementary School, has been selected as Principal of the Year for Los Alamitos Unified School District. Under her leadership, Rossmoor has emerged as an exemplary elementary school with a congruent instructional focus in every classroom. Mrs. Spiratos has established a culture of high expectations for students and staff and has instituted a robust system to provide extended learning opportunities for students to ensure mastery learning. Rossmoor's API has soared from 900 to 967—making it into the top ten performing schools in Orange County and a featured Gold Medal winner by the Orange County Register. This achievement is a direct result of Mrs. Spiratos' relentless pursuit to instill a culture of strong teacher collaboration centered on implementing researched-based instructional strategies and best practices across each grade level. Teachers throughout Rossmoor Elementary School implement our signature practices of Reader's and Writer's Workshop, Thinking Maps, Cognitively Guided Instruction, MIND ST Math, and the prompts of Depth and Complexity. These practices guide Rossmoor's tiered systems of support and mastery learning for students.

Mrs. Spiratos has created an environment that values children's academic, social and emotional well-being. She spends the bulk of her time each day in classrooms and enriches the District's mission to Ignite Unlimited Possibilities for Students. She ensures that school is a safe, enriching and fun place for students to thrive. Students are actively engaged in character and citizenship activities, athletic endeavors and a rich array of arts activities.

Mrs. Spiratos' vision and commitment to all students goes beyond the confines of her campus. She is a valuable leader within the district and is a team player with her fellow administrators and teachers. Mrs. Spiratos' laser-like focus on quality instruction led to the development of district-wide summer training institutes. She also wrote and received multiple grants to provide on-going coaching and training for all elementary teachers. Furthermore, Mrs. Spiratos revitalized the District's elementary summer school program by establishing tiered intervention systems that target each student's specific skill deficits. She eagerly shares her success with other principals so that amazing things are replicated for thousands of students at all of our schools. Los Alamitos Unified School District is proud to recognize Kiva Spiratos, Principal of Rossmoor Elementary School, as the 2014 Principal of the Year.

Featured photo

Kiva Spiratos, courtesy of Los Alamitos Unified School District.



Article printed from Orange County Breeze: <http://www.oc-breeze.com>

URL to article: http://www.oc-breeze.com/2014/02/21/48115_kiva-spiratos-named-lausd-2014-teacher-of-the-year/

URLs in this post:

[1] Image: <http://www.zemanta.com/?px>

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ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM D-1

Date: April 8, 2014
To: Honorable Board of Directors
From: General Manager
Subject: REPORT ON STATUS OF THE I-405 IMPROVEMENT PROJECT

RECOMMENDATION:

Receive the report and provide direction to Director Casey and General Manager on future project initiatives.

BACKGROUND:

At several previous meetings, the Board has heard public input, discussed project alternatives and taken actions to inform the OCTA Board of Directors regarding the District's Preferred Alternative 1. The OCTA has met and indicated a preference for Alternative 1 (*one additional lane in each direction*). However, a final decision is yet to be made. In any event, CalTrans would need to accept any recommendation from the OCTA and could ultimately decide a project design of their own choosing.

The Corridor Cities (*a group of cities along the I-405 corridor*) have previously lobbied for Alternative 1 (*one general purpose lane in each direction*). While not a true member of the 'Cities', Rossmoor has been asked to support their initiatives. The District's Board, on several occasions, has acted to support Alternative 1.

The 'Cites' are now proposing a modified Alternative 2 (*one general purpose lane in each direction and one HOV lane in each direction with a number of caveats*). Director Casey, the District's representative for this issue, has received a draft of the Cities letter to CalTrans and will inform the Board of latest developments and possible action by the District.

ATTACHMENTS:

1. Draft Letter from the Corridor Cities to OCTA.

The I-405 Corridor Cities of Costa Mesa, Fountain Valley, Huntington Beach, Los Alamitos, Seal Beach and Westminster (Cities) appreciate Orange County Transportation Authority's (OCTA) continued focus on the Interstate 405 Improvement Project.

The cities remain unified in our opposition to Alternative 3 as well as any alternative with high-occupancy toll (HOT) lanes. The delays in the Caltrans approval of the EIR/EIS as well as the Caltrans selection of the preferred alternative. Due to the delays, as well as Caltrans' concerns that the locally preferred alternative selection by OCTA does not go far enough in addressing current and future congestion along the corridor, the Cities would like to propose an additional alternative.

The Cities are supportive of an alternative that would add one general purpose lane and one additional high-occupancy vehicle (HOV) lane between state route 55 and interstate 605. The following conditions must be incorporated into this alternative:

- Fairview Bridge
- Retention of the current soundwall on the north side of the I-405 freeway between Valley View Street and Seal Beach Boulevard by modification of the project to match City of Seal Beach modified design for Alternative 2
- Berated ramps in Fountain Valley
- Provide roadway alignment design alternatives that promote a more balanced approach to right-of-way acquisition

The cities understand that there may be a concern about the project timeline, but are confident by working with Caltrans, any delays can be minimized and your agencies will find ways to keep the project close to schedule.

The cities firmly believe that this alternative to add one general purpose lane and an additional HOV lane would be the best transportation solution for the region.

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM E-1a.

Date: April 8, 2014
To: Honorable Board of Directors
From: General Manager
Subject: MINUTES: REGULAR MEETING OF MARCH 11, 2014

RECOMMENDATION:

Approve the Minutes of the Regular Meeting of March 11, 2014 as prepared by the Board's Secretary/General Manager.

BACKGROUND:

The report reflects the actions of the Board at their Regular March 11, 2014 Meeting of the Board as recorded by the Board's Secretary/General Manager.

ATTACHMENTS:

1. Minutes-Regular Meeting of March 11, 2014 Prepared by the Board's Secretary/General Manager.



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

REGULAR MEETING

RUSH PARK
3021 Blume Drive
Rossmoor, California

Tuesday, March 11, 2014

A. ORGANIZATION

- 1. CALL TO ORDER: 7:06 P.M.**
- 2. ROLL CALL: Directors Coletta, Casey, Kahlert, DeMarco
President Maynard**
- 3. PLEDGE OF ALLEGIANCE**

IT WAS THE CONSENSUS OF THE BOARD TO MOVE ITEM K-1: CLOSED SESSION, UP IN THE AGENDA AT THIS TIME

K-1. CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION

Pursuant to Gov't Code section 54956.9(d)(1)

Name of Case: *RCSD v. Steven Wickser, et al.*
OC Superior Court Case No. 30-2013-00687577-CU-MC-CJC

President Maynard asked if there were any members of the public who wished to comment on the closed session item. No one came forward.

AT 7:06 P.M. THE BOARD ADJOURNED TO A CLOSED SESSION

AT 7:39 P.M. THE BOARD RECONVENED FROM CLOSED SESSION

General Counsel stated that at 7:06 p.m. pursuant to Government Code Section 54956.9(d)(1), the Board adjourned to closed session to discuss a single item on the agenda. The item was discussed. There was no reportable action.

IT WAS THE CONSENSUS OF THE BOARD TO MOVE ITEM H-5: DISCUSSION AND POSSIBLE ACTION REGARDING LOCATION AND PLACEMENT OF SOUTHERN CALIFORNIA GAS SMART METERS WITH THE DISTRICT, UP IN THE AGENDA AT THIS TIME.

Recommendation to provide direction to General Manager regarding future actions regarding the installation of Smart Meters and transmission antennas (*data collection units*) in Rossmoor.

The General Manager provided the Board with a comprehensive report relative to the various steps taken so far to avoid having a Data Collection Unit (DCU) placed in the Rossmoor community. He stated he had met numerous times with the So Cal Gas Company, OC Supervisor John Moorlach, and OC Public Works to reach a satisfactory solution. The So Cal Gas Company had finally indicated that they would be proceeding with their plan to install the DCU in Rossmoor at either the Foster Road Mini-Park or the Gertrude location. Discussion ensued relative to which site was the most preferable and had the least impact on residents.

Director Coletta asked his fellow Board members to opine relative to what additional steps, if any should be taken. President Maynard stated that it seemed that the District had exhausted all recourse in the matter. He further stated that he was not convinced that OC Public Works could not offer any other options. Director DeMarco had questions relative to the ultimate goal. Discussion ensued relative to obtaining specs on the DCUs and public records requests. The General Manager stated that The So Cal Gas Company was not subject to the PRA and therefore did not have to provide said information. General Counsel opined that the Public Utilities Commission (PUC) and Federal Communications Commission (FCC) could possibly provide more details regarding the Data Collection Units.

Further discussion ensued relative to meeting with the Orange County CEO as a final effort to resolve the matter. Director Coletta and Director Casey offered to accompany the General Manager to the said meeting once it was scheduled. The General Manager stated that he would attempt to set up a meeting with the County CEO.

THE BOARD RETURNED TO ITS REGULAR CALENDAR ITEMS AT THIS TIME.

4. PRESENTATIONS:

- a. Lt. Robert Gunzel-Quarterly Crime Statistics.

B. ADDITIONS TO AGENDA: None

C. PUBLIC FORUM:

Ralph Vartabedian, RHA Traffic Committee Chairman opined relative to the City of Seal Beach's proposal to reconfigure ingress and egress from Rossmoor to and from the Seal Beach Target Center located on Seal Beach Blvd at St. Cloud Drive, to permit vehicles to travel straight across rather than being forced to turn either left or right. He concluded by stating that the RHA would unanimously support the change.

D. REPORTS TO THE BOARD:

1. REPORT OF THE BUDGET COMMITTEE RE: FY 2013-2014 RECOMMENDATIONS.

Recommendation Receive the report of the Budget Committee recommending approval of FY 2013-2014 Mid-year Budget Adjustments.

Motion by Director Kahlert, seconded by Director Casey to receive the report of the Budget Committee recommending approval of FY 2013-2014 Mid-year Budget Adjustments. Motion passed 5-0.

E. CONSENT CALENDAR

1a. MINUTES REGULAR BOARD MEETING—February 11, 2014

2. REVENUE AND EXPENDITURE REPORT—January 2014

President Maynard called for a vote to approve the consent calendar. The consent calendar was unanimously approved as submitted, 5-0.

F. PUBLIC HEARING-None

G. RESOLUTIONS:

1. RESOLUTION NO. 14-03-11-01 ESTABLISHING THE ANNUAL BUDGET REVENUES AND EXPENDITURES MID-YEAR BUDGET ADJUSTMENT TOTAL AMOUNTS FOR FISCAL YEAR 2013-2014 FOR THE ROSSMOOR COMMUNITY SERVICES DISTRICT

Approve Resolution No. 14-03-11-01 by reading the title only and waiving further reading as follows:

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ROSSMOOR COMMUNITY SERVICES DISTRICT ESTABLISHING THE ANNUAL BUDGET REVENUES AND EXPENDITURES MID-YEAR BUDGET ADJUSTMENT TOTAL AMOUNTS FOR THE FISCAL YEAR 2013-2014 FOR THE ROSSMOOR COMMUNITY SERVICES DISTRICT

Motion by Director Casey, seconded by Director Kahlert to approve Resolution No. 14-03-11-01. Motion passed 5-0.

H. REGULAR CALENDAR:

1. ADOPTION OF FY 2014-2015 BUDGET CALENDAR.

Recommendation to Review and adopt FY 2014-2015 Budget Calendar. The Board reviewed the budget calendar. There was no further discussion.

The FY 2014-2015 Budget Calendar was unanimously adopted 5-0.

2. RHA REQUEST FOR DISTRICT CO-SPONSORSHIP OF 2014 ROSSMOOR COMMUNITY FESTIVAL

Recommendation to approve the request of the Rossmoor Homeowner's Association (RHA) for co-sponsorship of the Rossmoor Community Festival event. The General manager provided the Board with a brief overview of the event. There was no further discussion.

Motion by Director Coletta, seconded by Director DeMarco to approve the request of the RHA for co-sponsorship of the Rossmoor Community Festival event which would be held on Sunday, May 4th from 10:00 a.m. to 5:00 p.m. at Rush Park in Rossmoor. Motion passed 5-0.

3. THE YOUTH CENTER REQUEST FOR CO-SPONSORSHIP OF THE SUMMER YOUTH PROGRAM

Recommendation to Approve the request of Lina Lumme, Executive Director of the Youth Center, to continue a partnering relationship with the RCSD in providing the annual Summer Day Camp Program at Rossmoor Park, waive fees and approve program hours exceeding, the 8:00 a.m. starting time, the eight hours per day and the more than four hours per day per month limitations.

Lina Lumme addressed the Board and provided an overview of the new ideas, and additions to this year's Youth Center Summer Day Camp program which included weekly art days, softball, soccer and an introductory mini-camp for small children who were nervous about attending camp for the first time. She also stated that the Youth Center would also be partnering with RCSD for the Summer Movies in the Park for the first time this year, offering a Kid's Night Out providing drop in child care during the movie. Ms. Lumme concluded by announcing that this year marked the 25th Anniversary of the partnership between RCSD and The Youth Center. She thanked the Board for their continued support of the summer program which made it possible to provide quality activities and Summer Day Camp scholarships to 38 local families—last year alone.

Discussion ensued relative program changes, hours, impact on RCSD staffing and consistency with the previous year's co-sponsorship request. The General Manager responded that the co-sponsorship was identical to last year.

Motion by Director Coletta, seconded by Director Casey to approve the request of Lina Lumme, Executive Director of the Youth Center, to continue a partnering relationship with the RCSD in providing the annual Summer Day Camp Program at Rossmoor Park, waive fees and approve program hours exceeding the 8:00 a.m. starting time, the eight hours per day and the more than four hours per day per month limitations. Motion passed 5-0.

4. SHAKESPEARE BY THE SEA REQUEST FOR COSPONSORSHIP OF THEIR PERFORMANCE OF MIDSUMMER NIGHT'S DREAM.

Recommendation to Approve the request of Lisa Coffi, Producing Artistic Director, to continue a partnering relationship with the District in providing their presentation of a Midsummer Night's Dream at Rush Park. Discussion ensued relative to the appreciation of the program and the culture it provided to the community.

Motion by Director Kahlert, seconded by Director Casey to approve the request of Lisa Coffi, Producing Artistic Director, to continue a partnering relationship with the District in providing their presentation of a Midsummer Night's Dream at Rush Park. Motion passed 5-0.

5. DISCUSSION AND POSSIBLE ACTION REGARDING LOCATION AND PLACEMENT OF SOUTHERN CALIFORNIA GAS SMART METERS WITH THE DISTRICT.

This item was discussed previously in the agenda.

6. DISCUSSION AND POSSIBLE ACTION REGARDING THE RECONFIGURATION OF THE INTERSECTION OF ST CLOUD DRIVE AND SEAL BEACH BLVD.

Recommendation to Provide direction to General Manager regarding request to reconfigure ingress and egress to and from Rossmoor and the Target Center in Seal Beach on Seal Beach Blvd at St. Cloud Drive. The General Manager reported on the status of the reconfiguration inquiry made by Sean Crumby, Seal Beach Deputy Assistant City Manager to modify the area in order to allow traffic to travel straight; rather than forcing vehicles to turn either right or left. Discussion ensued relative to the Board's agreement with the reconfiguration proposal, timing and budget planning. It was the consensus of the Board that the modification was long overdue.

Motion by Director Kahlert, seconded by Director Casey to convey the RCSD and RHA Board's unanimous support of Seal Beach's inquiry to reconfigure ingress and egress to and from Rossmoor and the Target Center in Seal Beach on Seal Beach Blvd at St. Cloud Drive so that vehicles would be permitted to travel straight; convey same to Mr. Sean Crumby in writing. Motion passed 5-0.

I. GENERAL MANAGER ITEMS:

General Manager James Ruth reported on the status of several projects currently underway. Regarding the Fee Study project, he stated that some preliminary data had been compiled, it was currently in the research stages, and he anticipated submitting a full report to the Board within 90 days. Regarding the Signature Wall Project, he stated that the District had looked into the insurance company's assessment on the wall repairs, had consulted a civil engineer and a couple of masons to recommend cost savings opportunities that would still maintain the integrity of the wall. Regarding the Lutheran Church Monument Signage project, he reported that staff has been working with Maintenance Director, Ron Clauson regarding traffic difficulties involving church patron ingress/egress difficulties on Wallingsford Road. The District notified RHA Traffic Committee Chairman, Ralph Vartebedian who will be working with the County in an effort to improve the situation. The General Manager also briefed the Board on the State of the County and CalTrans meetings he recently attended. He concluded by stating that he intended to continue building relationships with other agencies on behalf of Rossmoor.

J. BOARD MEMBER ITEMS

Director Coletta requested that he and President Maynard schedule a meeting with Rossmoor Car Wash lessee, Brad Hooper in order to discuss any remaining issues regarding the monument signage options for the final corner. Additionally he requested that the landscaping be upgraded at the foot of the monument signage located at Wallingsford and Katella. Finally, he stated that the recent Signature Wall repair was paid for with restricted funds designated for the wall; furthermore the water damage was not covered by the District's insurance carrier. He suggested that future Budget Committee members set aside comparable designated funds for Signature Wall repairs so when facing a similar situation, the District wouldn't be forced to dip into reserves.

Director Casey had comments relative to the I-405 Project. He stated that OCTA had postponed the completion of the EIR several times; it was originally scheduled for May 2014 but was pushed back to November—election time. He opined that this timing could prove to be an advantage for CalTrans with new faces on the Board whose decisions could prove to be favorable towards

CalTrans/OCTA. Director Casey encouraged the public to stay involved in the toll road issue by visiting the RCSD website and/or contacting OCTA Community Outreach Representative Christina Byrne.

Director DeMarco requested an update on the status of the Cloud Computing report. Administrative Assistant Elizabeth Deering replied that a comprehensive report was currently being finalized and would be presented at the April 8, 2014 Regular Board Meeting. Director DeMarco thanked Lt. Gunzel for his detailed Crime Statistics report. He stated that he appreciated the details contained in the report regarding the increase in catalytic converter thefts; they were educational and informative to the Board and community. He concluded by stating that he concurred with Mr. Ruth and his fellow Board members regarding the proposed traffic modifications at Seal Beach Blvd. and St. Cloud Drive and looked forward to seeing improvements in the ingress/egress gridlock.

President Maynard also thanked Lt. Gunzel for his detailed crime report. He reminded the public that most of the crimes were ones of opportunity and therefore avoidable. He also encouraged everyone to take away the opportunities by locking their doors, gates, garages and increase their vigilance.

K. CLOSED SESSION:

1. CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION

Pursuant to Gov't Code section 54956.9(d)(1)

Name of Case: *RCSD v. Steven Wickser, et al.*

OC Superior Court Case No. 30-2013-00687577-CU-MC-CJC

This item was discussed previously in the agenda.

L. ADJOURNMENT:

Motion by Director Casey, seconded by Director DeMarco to adjourn the regular meeting at 9:14 p.m. Motion passed 5-0.

SUBMITTED BY:

James D. Ruth
General Manager

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM E-2

Date: April 8, 2014
To: Honorable Board of Directors
From: General Manager
Subject: REVENUE & EXPENDITURE REPORT - FEBRUARY 2014

RECOMMENDATION:

Receive and file the Revenue and Expenditure Report for February, 2014.

BACKGROUND:

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

ATTACHMENTS:

1. Revenue & Expenditure Report for the month of February, 2014.

REVENUE / EXPENDITURE SUMMARY REPORT
 FUND 10 - GENERAL FUND
 February 2014 @ 66.67%

	Original Budget	Amended Budget	YTD Actual	Current Month	Unenc. Balance	% Budget
Revenues						
PROPERTY TAXES	712,540.00	729,540.00	422,760.83	853.57	306,779.17	57.9
STREET LIGHT ASSESSMENTS	249,000.00	253,500.00	148,391.80	297.75	105,108.20	58.5
USE OF MONEY AND PROPERTY	2,100.00	2,100.00	1,013.68	0.00	1,086.32	48.3
OTHER GOVERNMENT AGENCIES	57,800.00	57,800.00	2,714.41	0.00	55,085.59	4.7
FEES AND SERVICES	122,000.00	150,500.00	105,062.75	25,150.50	45,437.25	69.8
OTHER REVENUE	23,000.00	29,500.00	7,789.70	0.00	21,710.30	26.4
TRANSFER IN OTHER FUNDS	0.00	17,500.00	0.00	0.00	17,500.00	0.0
Total Revenues	1,166,440.00	1,240,440.00	687,733.17	26,301.82	535,206.83	55.4
Expenditures						
ADMINISTRATION	316,375.00	388,600.00	239,869.43	30,941.24	148,730.57	61.7
RECREATION	115,300.00	114,250.00	77,684.22	7,445.35	36,565.78	68.0
ROSSMOOR PARK	176,815.00	179,553.00	121,185.66	17,111.08	58,367.34	67.5
MONTECITO CENTER	69,020.00	70,166.00	46,973.96	6,598.95	23,192.04	66.9
RUSH PARK	200,391.00	201,696.00	137,226.95	17,862.26	64,469.05	68.0
STREET LIGHTING	107,480.00	107,580.00	52,593.04	8,815.41	54,986.96	48.9
ROSSMOOR WALL	2,600.00	2,100.00	2,000.00	0.00	100.00	95.2
STREET SWEEPING	52,600.00	52,580.00	32,100.48	9,405.04	20,479.52	61.1
PARKWAY TREES 1	108,450.00	105,000.00	91,748.80	4,543.53	13,251.20	87.4
MINI-PARKS, MEDIANS & TRIANGLE	15,045.00	17,010.00	10,596.81	1,374.30	6,413.19	62.3
Total Expenditures	1,164,076.00	1,238,535.00	811,979.35	104,097.16	426,555.65	65.6

Adjustments for FY 2013-14 are shown in the Amended Budget Column

**Audited Fund Balance
 at June 30, 2013**

\$ 827,014.00

REVENUE REPORT
February 2014 @ 67.66%

Rossmoor Community

For the Period: 7/1/2013 to 2/28/2014	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 10 - GENERAL FUND							
Revenues							
Dept: 00							
PROPERTY TAXES	712,540.00	729,540.00	422,760.83	853.57	0.00	306,779.17	57.9
ASSESSMENTS	249,000.00	253,500.00	148,391.80	297.75	0.00	105,108.20	58.5
USE OF MONEY AND PROPERTY	2,100.00	2,100.00	1,013.68	0.00	0.00	1,086.32	48.3
OTHER GOVERNMENT AGENCIES	57,800.00	57,800.00	2,714.41	0.00	0.00	55,085.59	4.7
FEES AND SERVICES	122,000.00	150,500.00	105,062.75	25,150.50	0.00	45,437.25	69.8
OTHER REVENUE	23,000.00	29,500.00	7,789.70	0.00	0.00	21,710.30	26.4
OTHER FINANCING SOURCES	0.00	17,500.00	0.00	0.00	0.00	17,500.00	0.0
Dept: 00	1,166,440.00	1,240,440.00	687,733.17	26,301.82	0.00	552,706.83	55.4
Revenues	1,166,440.00	1,240,440.00	687,733.17	26,301.82	0.00	552,706.83	55.4
Grand Total Net Effect:	1,166,440.00	1,240,440.00	687,733.17	26,301.82	0.00	552,706.83	

EXPENDITURE REPORT
February 2014 @ 67.66%

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Rossmoor Community

For the Period: 7/1/2013 to 2/28/2014	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 10 - GENERAL FUND							
Expenditures							
Dept: 10 ADMINISTRATION							
SALARIES AND BENEFITS	167,775.00	197,200.00	126,169.29	19,358.97	0.00	71,030.71	64.0
OPERATIONS AND MAINTENANCE	62,100.00	62,900.00	42,194.07	4,830.69	0.00	20,705.93	67.1
CONTRACT SERVICES	80,500.00	114,500.00	71,506.07	6,751.58	0.00	42,993.93	62.5
CAPITAL EXPENDITURES	6,000.00	14,000.00	0.00	0.00	0.00	14,000.00	0.0
ADMINISTRATION	316,375.00	388,600.00	239,869.43	30,941.24	0.00	148,730.57	61.7
Dept: 20 RECREATION							
SALARIES AND BENEFITS	84,300.00	84,400.00	59,467.76	6,044.98	0.00	24,932.24	70.5
OPERATIONS AND MAINTENANCE	25,500.00	24,850.00	15,626.74	943.27	0.00	9,223.26	62.9
CONTRACT SERVICES	3,500.00	3,000.00	2,562.77	457.10	0.00	437.23	85.4
CAPITAL EXPENDITURES	2,000.00	2,000.00	26.95	0.00	0.00	1,973.05	1.3
RECREATION	115,300.00	114,250.00	77,684.22	7,445.35	0.00	36,565.78	68.0
Dept: 30 ROSSMOOR PARK							
SALARIES AND BENEFITS	62,850.00	61,750.00	40,614.07	5,168.84	0.00	21,135.93	65.8
OPERATIONS AND MAINTENANCE	71,065.00	80,103.00	55,852.15	8,848.53	0.00	24,250.85	69.7
CONTRACT SERVICES	42,400.00	37,200.00	24,719.44	3,093.71	0.00	12,480.56	66.5
CAPITAL EXPENDITURES	500.00	500.00	0.00	0.00	0.00	500.00	0.0
ROSSMOOR PARK	176,815.00	179,553.00	121,185.66	17,111.08	0.00	58,367.34	67.5
Dept: 40 MONTECITO CENTER							
SALARIES AND BENEFITS	44,185.00	45,200.00	30,097.45	4,013.32	0.00	15,102.55	66.6
OPERATIONS AND MAINTENANCE	17,435.00	17,166.00	11,037.07	1,851.92	0.00	6,128.93	64.3
CONTRACT SERVICES	7,100.00	7,500.00	5,839.44	733.71	0.00	1,660.56	77.9
CAPITAL EXPENDITURES	300.00	300.00	0.00	0.00	0.00	300.00	0.0
MONTECITO CENTER	69,020.00	70,166.00	46,973.96	6,598.95	0.00	23,192.04	66.9
Dept: 50 RUSH PARK							
SALARIES AND BENEFITS	64,225.00	62,425.00	42,979.34	5,517.32	0.00	19,445.66	68.8
OPERATIONS AND MAINTENANCE	93,266.00	101,571.00	69,528.17	9,251.23	0.00	32,042.83	68.5
CONTRACT SERVICES	42,400.00	37,200.00	24,719.44	3,093.71	0.00	12,480.56	66.5
CAPITAL EXPENDITURES	500.00	500.00	0.00	0.00	0.00	500.00	0.0
RUSH PARK	200,391.00	201,696.00	137,226.95	17,862.26	0.00	64,469.05	68.0

EXPENDITURE REPORT
February 2014 @ 67.66%

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Rossmoor Community

For the Period: 7/1/2013 to 2/28/2014

Fund: 10 - GENERAL FUND

Expenditures

	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Dept: 60 STREET LIGHTING							
OPERATIONS AND MAINTENANCE	480.00	580.00	359.82	51.50	0.00	220.18	62.0
CONTRACT SERVICES	107,000.00	107,000.00	52,233.22	8,763.91	0.00	54,766.78	48.8
STREET LIGHTING	107,480.00	107,580.00	52,593.04	8,815.41	0.00	54,986.96	48.9
Dept: 65 ROSSMOOR WALL							
OPERATIONS AND MAINTENANCE	2,600.00	2,100.00	2,000.00	0.00	0.00	100.00	95.2
ROSSMOOR WALL	2,600.00	2,100.00	2,000.00	0.00	0.00	100.00	95.2
Dept: 70 STREET SWEEPING							
OPERATIONS AND MAINTENANCE	600.00	580.00	359.82	51.50	0.00	220.18	62.0
CONTRACT SERVICES	52,000.00	52,000.00	31,740.66	9,353.54	0.00	20,259.34	61.0
STREET SWEEPING	52,600.00	52,580.00	32,100.48	9,405.04	0.00	20,479.52	61.1
Dept: 80 PARKWAY TREES							
SALARIES AND BENEFITS	17,450.00	17,400.00	11,827.85	1,316.79	0.00	5,572.15	68.0
OPERATIONS AND MAINTENANCE	2,000.00	2,000.00	758.24	108.89	0.00	1,241.76	37.9
CONTRACT SERVICES (1)	71,000.00	73,600.00	70,562.56	3,297.85	0.00	3,037.44	95.9
CAPITAL EXPENDITURES	18,000.00	12,000.00	8,600.15	-180.00	0.00	3,399.85	71.7
PARKWAY TREES	108,450.00	105,000.00	91,748.80	4,543.53	0.00	13,251.20	87.4
Dept: 90 MINI-PARKS AND MEDIANS							
SALARIES AND BENEFITS	1,520.00	1,260.00	568.74	65.27	0.00	691.26	45.1
OPERATIONS AND MAINTENANCE	9,250.00	11,500.00	7,300.39	1,006.69	0.00	4,199.61	63.5
CONTRACT SERVICES	4,175.00	4,150.00	2,727.68	302.34	0.00	1,422.32	65.7
CAPITAL EXPENDITURES	100.00	100.00	0.00	0.00	0.00	100.00	0.0
MINI-PARKS AND MEDIANS	15,045.00	17,010.00	10,596.81	1,374.30	0.00	6,413.19	62.3
Expenditures	1,164,076.00	1,238,535.00	811,979.35	104,097.16	0.00	426,555.65	65.6
Grand Total Net Effect:	-1,164,076.00	-1,238,535.00	-811,979.35	-104,097.16	0.00	-426,555.65	

REVENUE/EXPENDITURE REPORT
February 2014 @ 67.66%

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Rossmoor Community

For the Period: 7/1/2013 to 2/28/2014		Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 10 - GENERAL FUND								
Revenues								
Dept: 00								
Acct Class: 30 PROPERTY TAXES								
3000	Current Secured Property Taxes	655,000.00	667,500.00	378,714.95	0.00	0.00	288,785.05	56.7
3001	Current unsecured prop tax	25,200.00	25,500.00	21,145.55	0.00	0.00	4,354.45	82.9
3002	Prior secured property taxes	13,250.00	10,000.00	6,694.92	324.33	0.00	3,305.08	66.9
3003	Prior unsecured prop taxes	440.00	440.00	0.00	0.00	0.00	440.00	0.0
3004	Delinquent property taxes	950.00	500.00	0.00	0.00	0.00	500.00	0.0
3010	Current supplemental assessmt	6,100.00	14,000.00	10,179.84	529.24	0.00	3,820.16	72.7
3020	Public utility tax	11,600.00	11,600.00	6,025.57	0.00	0.00	5,574.43	51.9
PROPERTY TAXES		712,540.00	729,540.00	422,760.83	853.57	0.00	306,779.17	57.9
Acct Class: 31 ASSESSMENTS								
3105	Street light assessments	249,000.00	253,500.00	148,391.80	297.75	0.00	105,108.20	58.5
ASSESSMENTS		249,000.00	253,500.00	148,391.80	297.75	0.00	105,108.20	58.5
Acct Class: 32 USE OF MONEY AND PROPERTY								
3200	Interest on investments	2,100.00	2,100.00	1,013.68	0.00	0.00	1,086.32	48.3
USE OF MONEY AND PROPERTY		2,100.00	2,100.00	1,013.68	0.00	0.00	1,086.32	48.3
Acct Class: 33 OTHER GOVERNMENT AGENCIES								
3301	State homeowner proptax relief	5,800.00	5,800.00	2,714.41	0.00	0.00	3,085.59	46.8
3305	County street sweep reimburse	52,000.00	52,000.00	0.00	0.00	0.00	52,000.00	0.0
OTHER GOVERNMENT AGENCIES		57,800.00	57,800.00	2,714.41	0.00	0.00	55,085.59	4.7
Acct Class: 34 FEES AND SERVICES								
3404	Court reservations	12,500.00	13,000.00	9,463.75	2,351.00	0.00	3,536.25	72.8
3405	Wall Rental	500.00	500.00	380.00	180.00	0.00	120.00	76.0
3406	Ball field reservations	22,000.00	27,500.00	21,893.50	7,212.00	0.00	5,606.50	79.6
3410	Rossmoor building rental	4,500.00	4,000.00	2,300.00	818.00	0.00	1,700.00	57.5
3412	Montecito building rental	22,500.00	23,000.00	17,118.50	6,361.50	0.00	5,881.50	74.4
3414	Rush Park Building Rental	60,000.00	82,500.00	53,907.00	8,228.00	0.00	28,593.00	65.3
FEES AND SERVICES		122,000.00	150,500.00	105,062.75	25,150.50	0.00	45,437.25	69.8
Acct Class: 35 OTHER REVENUE								
3415	Tot Lot Tile Rev/Exp	0.00	0.00	0.00	0.00	0.00	0.00	0.0
3500	Other miscellaneous revenue	3,000.00	3,500.00	1,789.70	0.00	0.00	1,710.30	51.1
3501	Funding/Misc. Studies	0.00	6,000.00	6,000.00	0.00	0.00	0.00	100.0
3502	Administrative Fee	20,000.00	20,000.00	0.00	0.00	0.00	20,000.00	0.0
OTHER REVENUE		23,000.00	29,500.00	7,789.70	0.00	0.00	21,710.30	26.4
Acct Class: 36 OTHER FINANCING SOURCES								
3600	TRANSFER IN/OUT OTHER FUNDS	0.00	17,500.00	0.00	0.00	0.00	17,500.00	0.0
OTHER FINANCING SOURCES		0.00	17,500.00	0.00	0.00	0.00	17,500.00	0.0
Dept: 00		1,166,440.00	1,240,440.00	687,733.17	26,301.82	0.00	552,706.83	55.4
Revenues								
Dept: 00		1,166,440.00	1,240,440.00	687,733.17	26,301.82	0.00	552,706.83	55.4
Expenditures								
Dept: 10 ADMINISTRATION								
Acct Class: 40 SALARIES AND BENEFITS								
4000	Board of Directors Compensatn	8,500.00	14,900.00	9,150.00	1,450.00	0.00	5,750.00	61.4
4001	Salaries - Full-time	115,875.00	139,000.00	88,702.97	13,456.30	0.00	50,297.03	63.8
4003	Salaries - Overtime	1,650.00	3,300.00	2,448.03	348.77	0.00	851.97	74.2
4007	Vehicle Allowance	750.00	500.00	257.68	93.07	0.00	242.32	51.5
4010	Workers Compensation Insurance	4,500.00	3,000.00	727.03	229.22	0.00	2,272.97	24.2
4011	Medical Insurance	27,500.00	27,500.00	18,966.42	3,069.48	0.00	8,533.58	69.0
4015	Federal Payroll Tax -FICA	8,000.00	8,000.00	5,566.98	595.04	0.00	2,433.02	69.6
4018	State Payroll Taxes	1,000.00	1,000.00	350.18	117.09	0.00	649.82	35.0

REVENUE/EXPENDITURE REPORT
February 2014 @ 67.66%

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Rossmoor Community

For the Period: 7/1/2013 to 2/28/2014

Fund: 10 - GENERAL FUND

Expenditures

Dept: 10 ADMINISTRATION

	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
SALARIES AND BENEFITS	167,775.00	197,200.00	126,169.29	19,358.97	0.00	71,030.71	64.0
Acct Class: 50 OPERATIONS AND MAINTENANCE							
5002 Insurance - Liability	13,500.00	12,500.00	12,388.50	0.00	0.00	111.50	99.1
5004 Memberships and Dues	6,400.00	6,400.00	5,852.76	0.00	0.00	547.24	91.4
5006 Travel & Meetings	2,000.00	1,500.00	402.17	102.91	0.00	1,097.83	26.8
5007 Televised Meeting Costs	16,800.00	17,200.00	9,322.40	0.00	0.00	7,877.60	54.2
5010 Publications & Legal Notices	4,000.00	6,800.00	5,260.35	1,640.32	0.00	1,539.65	77.4
5012 Printing	1,200.00	800.00	335.56	0.00	0.00	464.44	41.9
5014 Postage	3,000.00	2,500.00	450.80	43.36	0.00	2,049.20	18.0
5016 Office Supplies	7,200.00	7,200.00	5,610.95	2,213.18	0.00	1,589.05	77.9
5020 Telephone	1,500.00	1,500.00	343.03	154.51	0.00	1,156.97	22.9
5045 Miscellaneous Expenditures	5,500.00	5,500.00	1,634.43	623.47	0.00	3,865.57	29.7
5046 Bank Service Charge	1,000.00	1,000.00	593.12	52.94	0.00	406.88	59.3
OPERATIONS AND MAINTENANCE	62,100.00	62,900.00	42,194.07	4,830.69	0.00	20,705.93	67.1
Acct Class: 56 CONTRACT SERVICES							
5610 Legal Counsel	30,000.00	40,000.00	22,293.41	0.00	0.00	17,706.59	55.7
5615 Financial Audit-Consulting	8,500.00	8,500.00	8,500.00	0.00	0.00	0.00	100.0
5620 Misc Studies	0.00	6,000.00	0.00	0.00	0.00	6,000.00	0.0
5670 Other Professional Services	42,000.00	60,000.00	40,712.66	6,751.58	0.00	19,287.34	67.9
CONTRACT SERVICES	80,500.00	114,500.00	71,506.07	6,751.58	0.00	42,993.93	62.5
Acct Class: 60 CAPITAL EXPENDITURES							
6010 Equipment	6,000.00	14,000.00	0.00	0.00	0.00	14,000.00	0.0
CAPITAL EXPENDITURES	6,000.00	14,000.00	0.00	0.00	0.00	14,000.00	0.0
ADMINISTRATION	316,375.00	388,600.00	239,869.43	30,941.24	0.00	148,730.57	61.7
Dept: 20 RECREATION							
Acct Class: 40 SALARIES AND BENEFITS							
4001 Salaries - Full-time	44,800.00	44,800.00	34,656.19	4,035.95	0.00	10,143.81	77.4
4002 Salaries - Part-time	22,000.00	22,000.00	12,632.18	353.19	0.00	9,367.82	57.4
4003 Salaries - Overtime	2,000.00	3,000.00	2,719.00	356.51	0.00	281.00	90.6
4005 Salaries - Event Attendant	200.00	200.00	15.75	0.00	0.00	184.25	7.9
4007 Vehicle Allowance	500.00	500.00	137.02	0.00	0.00	362.98	27.4
4010 Workers Compensation Insurance	1,800.00	900.00	453.52	92.66	0.00	446.48	50.4
4011 Medical Insurance	7,000.00	7,000.00	4,822.38	780.30	0.00	2,177.62	68.9
4015 Federal Payroll Tax -FICA	5,000.00	5,000.00	3,736.25	327.04	0.00	1,263.75	74.7
4018 State Payroll Taxes	1,000.00	1,000.00	295.47	99.33	0.00	704.53	29.5
SALARIES AND BENEFITS	84,300.00	84,400.00	59,467.76	6,044.98	0.00	24,932.24	70.5
Acct Class: 50 OPERATIONS AND MAINTENANCE							
5006 Travel & Meetings	500.00	250.00	14.19	0.00	0.00	235.81	5.7
5010 Publications & Legal Notices	200.00	200.00	150.18	0.00	0.00	49.82	75.1
5012 Printing	500.00	250.00	22.83	0.00	0.00	227.17	9.1
5014 Postage	300.00	150.00	12.80	0.00	0.00	137.20	8.5
5016 Office Supplies	1,000.00	1,000.00	848.56	163.76	0.00	151.44	84.9
5017 Community Events	14,000.00	14,000.00	7,352.48	625.00	0.00	6,647.52	52.5
5019 Fireworks	6,200.00	6,200.00	6,200.00	0.00	0.00	0.00	100.0
5020 Telephone	1,800.00	1,800.00	1,025.70	154.51	0.00	774.30	57.0
5045 Miscellaneous Expenditures	500.00	500.00	0.00	0.00	0.00	500.00	0.0
5051 Equipment Rental	500.00	500.00	0.00	0.00	0.00	500.00	0.0
OPERATIONS AND MAINTENANCE	25,500.00	24,850.00	15,626.74	943.27	0.00	9,223.26	62.9
Acct Class: 56 CONTRACT SERVICES							
5670 Other Professional Services	3,500.00	3,000.00	2,562.77	457.10	0.00	437.23	85.4
CONTRACT SERVICES	3,500.00	3,000.00	2,562.77	457.10	0.00	437.23	85.4
Acct Class: 60 CAPITAL EXPENDITURES							

REVENUE/EXPENDITURE REPORT
February 2014 @ 67.66%

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Rossmoor Community

For the Period: 7/1/2013 to 2/28/2014		Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 10 - GENERAL FUND								
Expenditures								
Dept: 20 RECREATION								
Acct Class: 60 CAPITAL EXPENDITURES								
6010 Equipment		2,000.00	2,000.00	26.95	0.00	0.00	1,973.05	1.3
CAPITAL EXPENDITURES		2,000.00	2,000.00	26.95	0.00	0.00	1,973.05	1.3
RECREATION								
		115,300.00	114,250.00	77,684.22	7,445.35	0.00	36,565.78	68.0
Dept: 30 ROSSMOOR PARK								
Acct Class: 40 SALARIES AND BENEFITS								
4001 Salaries - Full-time		33,500.00	33,500.00	22,837.95	2,800.17	0.00	10,662.05	68.2
4002 Salaries - Part-time		10,300.00	10,300.00	7,005.81	744.21	0.00	3,294.19	68.0
4003 Salaries - Overtime		1,450.00	1,650.00	1,221.03	0.00	0.00	428.97	74.0
4005 Salaries - Event Attendant		500.00	500.00	163.78	129.13	0.00	336.22	32.8
4010 Workers Compensation Insurance		4,500.00	3,200.00	1,043.00	229.22	0.00	2,157.00	32.6
4011 Medical Insurance		8,700.00	8,700.00	5,957.08	963.92	0.00	2,742.92	68.5
4015 Federal Payroll Tax -FICA		3,300.00	3,300.00	2,226.68	242.42	0.00	1,073.32	67.5
4018 State Payroll Taxes		600.00	600.00	158.74	59.77	0.00	441.26	26.5
SALARIES AND BENEFITS		62,850.00	61,750.00	40,614.07	5,168.84	0.00	21,135.93	65.8
Acct Class: 50 OPERATIONS AND MAINTENANCE								
5010 Publications & Legal Notices		300.00	300.00	150.18	0.00	0.00	149.82	50.1
5012 Printing		300.00	150.00	11.41	0.00	0.00	138.59	7.6
5014 Postage		100.00	50.00	4.40	0.00	0.00	45.60	8.8
5016 Office Supplies		700.00	900.00	498.91	81.88	0.00	401.09	55.4
5018 Janitorial Supplies		3,500.00	4,000.00	2,669.12	144.23	0.00	1,330.88	66.7
5020 Telephone		1,600.00	1,600.00	1,037.92	154.51	0.00	562.08	64.9
5022 Utilities		43,000.00	53,000.00	40,313.15	6,151.47	0.00	12,686.85	76.1
5025 SECURED PROP TAX		815.00	853.00	852.90	0.00	0.00	0.10	100.0
5030 Vehicle Maintenance		1,500.00	1,000.00	372.83	59.87	0.00	627.17	37.3
5032 Building & Grounds-Maintenance		17,000.00	16,000.00	9,149.66	2,013.45	0.00	6,850.34	57.2
5034 Alarm Systems		750.00	750.00	656.50	243.12	0.00	93.50	87.5
5045 Miscellaneous Expenditures		500.00	500.00	135.17	0.00	0.00	364.83	27.0
5051 Equipment Rental		500.00	500.00	0.00	0.00	0.00	500.00	0.0
5052 Minor Facility Repairs		500.00	500.00	0.00	0.00	0.00	500.00	0.0
OPERATIONS AND MAINTENANCE		71,065.00	80,103.00	55,852.15	8,848.53	0.00	24,250.85	69.7
Acct Class: 56 CONTRACT SERVICES								
5655 Landscape Maintenance		38,000.00	33,000.00	21,240.00	2,655.00	0.00	11,760.00	64.4
5656 Tree Trimming		1,000.00	1,200.00	1,001.45	0.00	0.00	198.55	83.5
5670 Other Professional Services		3,400.00	3,000.00	2,477.99	438.71	0.00	522.01	82.6
CONTRACT SERVICES		42,400.00	37,200.00	24,719.44	3,093.71	0.00	12,480.56	66.5
Acct Class: 60 CAPITAL EXPENDITURES								
6010 Equipment		500.00	500.00	0.00	0.00	0.00	500.00	0.0
CAPITAL EXPENDITURES		500.00	500.00	0.00	0.00	0.00	500.00	0.0
ROSSMOOR PARK								
		176,815.00	179,553.00	121,185.66	17,111.08	0.00	58,367.34	67.5
Dept: 40 MONTECITO CENTER								
Acct Class: 40 SALARIES AND BENEFITS								
4001 Salaries - Full-time		27,800.00	27,800.00	19,399.63	2,418.13	0.00	8,400.37	69.8
4002 Salaries - Part-time		2,100.00	4,000.00	2,396.47	327.97	0.00	1,603.53	59.9
4003 Salaries - Overtime		785.00	1,000.00	901.11	79.72	0.00	98.89	90.1
4010 Workers Compensation Insurance		3,600.00	2,500.00	778.75	184.35	0.00	1,721.25	31.2
4011 Medical Insurance		7,100.00	7,100.00	4,821.30	779.58	0.00	2,278.70	67.9
4015 Federal Payroll Tax -FICA		2,250.00	2,250.00	1,692.28	179.93	0.00	557.72	75.2
4018 State Payroll Taxes		550.00	550.00	107.91	43.64	0.00	442.09	19.6
SALARIES AND BENEFITS		44,185.00	45,200.00	30,097.45	4,013.32	0.00	15,102.55	66.6
Acct Class: 50 OPERATIONS AND MAINTENANCE								
5010 Publications & Legal Notices		200.00	200.00	100.36	100.00	0.00	99.64	50.2

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For the Period: 7/1/2013 to 2/28/2014

	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 10 - GENERAL FUND							
Expenditures							
Dept: 40 MONTECITO CENTER							
Acct Class: 50 OPERATIONS AND MAINTENANCE							
5012 Printing	150.00	150.00	11.41	0.00	0.00	138.59	7.6
5014 Postage	150.00	150.00	4.40	0.00	0.00	145.60	2.9
5016 Office Supplies	900.00	900.00	498.91	81.88	0.00	401.09	55.4
5018 Janitorial Supplies	3,600.00	3,800.00	2,819.12	294.23	0.00	980.88	74.2
5020 Telephone	1,650.00	1,650.00	1,037.92	154.51	0.00	612.08	62.9
5022 Utilities	3,500.00	4,000.00	2,311.69	336.57	0.00	1,688.31	57.8
5025 SECURED PROP TAX	685.00	716.00	716.26	0.00	0.00	-0.26	100.0
5030 Vehicle Maintenance	1,500.00	1,000.00	351.80	38.84	0.00	648.20	35.2
5032 Building & Grounds-Maintenance	4,000.00	3,500.00	2,860.01	834.13	0.00	639.99	81.7
5034 Alarm Systems	500.00	500.00	190.02	11.76	0.00	309.98	38.0
5045 Miscellaneous Expenditures	250.00	250.00	135.17	0.00	0.00	114.83	54.1
5051 Equipment Rental	250.00	250.00	0.00	0.00	0.00	250.00	0.0
5052 Minor Facility Repairs	100.00	100.00	0.00	0.00	0.00	100.00	0.0
OPERATIONS AND MAINTENANCE							
	17,435.00	17,166.00	11,037.07	1,851.92	0.00	6,128.93	64.3
Acct Class: 56 CONTRACT SERVICES							
5655 Landscape Maintenance	3,300.00	3,300.00	2,360.00	295.00	0.00	940.00	71.5
5656 Tree Trimming	1,000.00	1,200.00	1,001.45	0.00	0.00	198.55	83.5
5670 Other Professional Services	2,800.00	3,000.00	2,477.99	438.71	0.00	522.01	82.6
CONTRACT SERVICES							
	7,100.00	7,500.00	5,839.44	733.71	0.00	1,660.56	77.9
Acct Class: 60 CAPITAL EXPENDITURES							
6010 Equipment	300.00	300.00	0.00	0.00	0.00	300.00	0.0
CAPITAL EXPENDITURES							
	300.00	300.00	0.00	0.00	0.00	300.00	0.0
MONTECITO CENTER							
	69,020.00	70,166.00	46,973.96	6,598.95	0.00	23,192.04	66.9
Dept: 50 RUSH PARK							
Acct Class: 40 SALARIES AND BENEFITS							
4001 Salaries - Full-time	33,500.00	33,500.00	22,837.95	2,800.17	0.00	10,662.05	68.2
4002 Salaries - Part-time	8,200.00	8,200.00	6,476.24	744.21	0.00	1,723.76	79.0
4003 Salaries - Overtime	1,150.00	1,650.00	1,318.66	97.63	0.00	331.34	79.9
4005 Salaries - Event Attendant	4,000.00	3,000.00	2,723.10	345.00	0.00	276.90	90.8
4010 Workers Compensation Insurance	4,500.00	3,200.00	1,043.00	229.22	0.00	2,157.00	32.6
4011 Medical Insurance	8,700.00	8,700.00	5,957.08	963.92	0.00	2,742.92	68.5
4015 Federal Payroll Tax -FICA	3,400.00	3,400.00	2,392.33	268.79	0.00	1,007.67	70.4
4018 State Payroll Taxes	775.00	775.00	230.98	68.38	0.00	544.02	29.8
SALARIES AND BENEFITS							
	64,225.00	62,425.00	42,979.34	5,517.32	0.00	19,445.66	68.8
Acct Class: 50 OPERATIONS AND MAINTENANCE							
5010 Publications & Legal Notices	500.00	500.00	411.50	261.32	0.00	88.50	82.3
5012 Printing	500.00	500.00	11.42	0.00	0.00	488.58	2.3
5014 Postage	100.00	100.00	4.40	0.00	0.00	95.60	4.4
5016 Office Supplies	900.00	900.00	498.90	81.88	0.00	401.10	55.4
5018 Janitorial Supplies	3,600.00	3,600.00	2,827.42	294.97	0.00	772.58	78.5
5020 Telephone	1,800.00	1,800.00	1,037.92	154.51	0.00	762.08	57.7
5022 Utilities	53,000.00	64,000.00	43,319.28	5,782.91	0.00	20,680.72	67.7
5025 SECURED PROP TAX	3,116.00	3,421.00	3,421.14	0.00	0.00	-0.14	100.0
5030 Vehicle Maintenance	1,500.00	1,000.00	372.83	59.87	0.00	627.17	37.3
5032 Building & Grounds-Maintenance	25,000.00	23,500.00	17,217.21	2,604.01	0.00	6,282.79	73.3
5034 Alarm Systems	750.00	750.00	271.00	11.76	0.00	479.00	36.1
5045 Miscellaneous Expenditures	500.00	500.00	135.15	0.00	0.00	364.85	27.0
5051 Equipment Rental	500.00	500.00	0.00	0.00	0.00	500.00	0.0
5052 Minor Facility Repairs	1,500.00	500.00	0.00	0.00	0.00	500.00	0.0
OPERATIONS AND MAINTENANCE							
	93,266.00	101,571.00	69,528.17	9,251.23	0.00	32,042.83	68.5
Acct Class: 56 CONTRACT SERVICES							
5655 Landscape Maintenance	38,000.00	33,000.00	21,240.00	2,655.00	0.00	11,760.00	64.4
5656 Tree Trimming	1,000.00	1,200.00	1,001.45	0.00	0.00	198.55	83.5

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Rossmoor Community

For the Period: 7/1/2013 to 2/28/2014		Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 10 - GENERAL FUND								
Expenditures								
Dept: 50 RUSH PARK								
Acct Class: 56 CONTRACT SERVICES								
5670	Other Professional Services	3,400.00	3,000.00	2,477.99	438.71	0.00	522.01	82.6
CONTRACT SERVICES		42,400.00	37,200.00	24,719.44	3,093.71	0.00	12,480.56	66.5
Acct Class: 60 CAPITAL EXPENDITURES								
6010	Equipment	500.00	500.00	0.00	0.00	0.00	500.00	0.0
CAPITAL EXPENDITURES		500.00	500.00	0.00	0.00	0.00	500.00	0.0
RUSH PARK								
Dept: 60 STREET LIGHTING								
Acct Class: 50 OPERATIONS AND MAINTENANCE								
5020	Telephone	480.00	580.00	359.82	51.50	0.00	220.18	62.0
OPERATIONS AND MAINTENANCE		480.00	580.00	359.82	51.50	0.00	220.18	62.0
Acct Class: 56 CONTRACT SERVICES								
5650	Lighting and Maintenance	107,000.00	107,000.00	52,233.22	8,763.91	0.00	54,766.78	48.8
CONTRACT SERVICES		107,000.00	107,000.00	52,233.22	8,763.91	0.00	54,766.78	48.8
STREET LIGHTING		107,480.00	107,580.00	52,593.04	8,815.41	0.00	54,986.96	48.9
Dept: 65 ROSSMOOR WALL								
Acct Class: 50 OPERATIONS AND MAINTENANCE								
5002	Insurance - Liability	2,500.00	2,000.00	2,000.00	0.00	0.00	0.00	100.0
5032	Building & Grounds-Maintenance	100.00	100.00	0.00	0.00	0.00	100.00	0.0
OPERATIONS AND MAINTENANCE		2,600.00	2,100.00	2,000.00	0.00	0.00	100.00	95.2
ROSSMOOR WALL		2,600.00	2,100.00	2,000.00	0.00	0.00	100.00	95.2
Dept: 70 STREET SWEEPING								
Acct Class: 50 OPERATIONS AND MAINTENANCE								
5020	Telephone	500.00	580.00	359.82	51.50	0.00	220.18	62.0
5030	Vehicle Maintenance	100.00	0.00	0.00	0.00	0.00	0.00	0.0
OPERATIONS AND MAINTENANCE		600.00	580.00	359.82	51.50	0.00	220.18	62.0
Acct Class: 56 CONTRACT SERVICES								
5642	Street Sweeping	52,000.00	52,000.00	31,740.66	9,353.54	0.00	20,259.34	61.0
CONTRACT SERVICES		52,000.00	52,000.00	31,740.66	9,353.54	0.00	20,259.34	61.0
STREET SWEEPING		52,600.00	52,580.00	32,100.48	9,405.04	0.00	20,479.52	61.1
Dept: 80 PARKWAY TREES								
Acct Class: 40 SALARIES AND BENEFITS								
4002	Salaries - Part-time	15,500.00	15,500.00	10,845.96	1,195.43	0.00	4,654.04	70.0
4007	Vehicle Allowance	500.00	500.00	86.95	0.00	0.00	413.05	17.4
4010	Workers Compensation Insurance	250.00	0.00	0.00	0.00	0.00	0.00	0.0
4015	Federal Payroll Tax -FICA	900.00	1,100.00	829.74	91.46	0.00	270.26	75.4
4018	State Payroll Taxes	300.00	300.00	65.20	29.90	0.00	234.80	21.7
SALARIES AND BENEFITS		17,450.00	17,400.00	11,827.85	1,316.79	0.00	5,572.15	68.0
Acct Class: 50 OPERATIONS AND MAINTENANCE								
5012	Printing	50.00	50.00	0.62	0.00	0.00	49.38	1.2
5014	Postage	300.00	300.00	2.00	0.00	0.00	298.00	0.7
5016	Office Supplies	200.00	200.00	107.50	5.89	0.00	92.50	53.8
5020	Telephone	900.00	900.00	417.99	103.00	0.00	482.01	46.4
5030	Vehicle Maintenance	300.00	300.00	230.13	0.00	0.00	69.87	76.7
5051	Equipment Rental	250.00	250.00	0.00	0.00	0.00	250.00	0.0
OPERATIONS AND MAINTENANCE		2,000.00	2,000.00	758.24	108.89	0.00	1,241.76	37.9

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For the Period: 7/1/2013 to 2/28/2014

Fund: 10 - GENERAL FUND

	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Expenditures							
Dept: 80 PARKWAY TREES							
Acct Class: 56 CONTRACT SERVICES							
5656 Tree Trimming ①	60,000.00	67,000.00	65,666.43	2,453.00	0.00	1,333.57	98.0
5660 TREE REMOVAL	3,700.00	700.00	14.50	14.50	0.00	685.50	2.1
5662 SMALL TREE CARE	1,300.00	400.00	347.85	0.00	0.00	52.15	87.0
5670 Other Professional Services	6,000.00	5,500.00	4,533.78	830.35	0.00	966.22	82.4
CONTRACT SERVICES	71,000.00	73,600.00	70,562.56	3,297.85	0.00	3,037.44	95.9
Acct Class: 60 CAPITAL EXPENDITURES							
6015 Trees	18,000.00	12,000.00	8,600.15	-180.00	0.00	3,399.85	71.7
CAPITAL EXPENDITURES	18,000.00	12,000.00	8,600.15	-180.00	0.00	3,399.85	71.7
PARKWAY TREES	108,450.00	105,000.00	91,748.80	4,543.53	0.00	13,251.20	87.4
Dept: 90 MINI-PARKS AND MEDIANS							
Acct Class: 40 SALARIES AND BENEFITS							
4001 Salaries - Full-time	800.00	700.00	462.72	47.76	0.00	237.28	66.1
4002 Salaries - Part-time	375.00	265.00	0.00	0.00	0.00	265.00	0.0
4003 Salaries - Overtime	60.00	60.00	27.04	2.24	0.00	32.96	45.1
4010 Workers Compensation Insurance	200.00	150.00	39.49	10.74	0.00	110.51	26.3
4015 Federal Payroll Tax -FICA	70.00	70.00	37.26	3.79	0.00	32.74	53.2
4018 State Payroll Taxes	15.00	15.00	2.23	0.74	0.00	12.77	14.9
SALARIES AND BENEFITS	1,520.00	1,260.00	568.74	65.27	0.00	691.26	45.1
Acct Class: 50 OPERATIONS AND MAINTENANCE							
5020 Telephone	500.00	500.00	354.82	51.48	0.00	145.18	71.0
5022 Utilities	7,500.00	9,000.00	6,075.66	895.80	0.00	2,924.34	67.5
5030 Vehicle Maintenance	100.00	100.00	0.00	0.00	0.00	100.00	0.0
5032 Building & Grounds-Maintenance	750.00	1,500.00	869.91	59.41	0.00	630.09	58.0
5045 Miscellaneous Expenditures	100.00	100.00	0.00	0.00	0.00	100.00	0.0
5051 Equipment Rental	100.00	100.00	0.00	0.00	0.00	100.00	0.0
5052 Minor Facility Repairs	200.00	200.00	0.00	0.00	0.00	200.00	0.0
OPERATIONS AND MAINTENANCE	9,250.00	11,500.00	7,300.39	1,006.69	0.00	4,199.61	63.5
Acct Class: 56 CONTRACT SERVICES							
5655 Landscape Maintenance	3,600.00	3,600.00	2,360.00	295.00	0.00	1,240.00	65.6
5656 Tree Trimming	500.00	500.00	333.82	0.00	0.00	166.18	66.8
5670 Other Professional Services	75.00	50.00	33.86	7.34	0.00	16.14	67.7
CONTRACT SERVICES	4,175.00	4,150.00	2,727.68	302.34	0.00	1,422.32	65.7
Acct Class: 60 CAPITAL EXPENDITURES							
6010 Equipment	100.00	100.00	0.00	0.00	0.00	100.00	0.0
CAPITAL EXPENDITURES	100.00	100.00	0.00	0.00	0.00	100.00	0.0
MINI-PARKS AND MEDIANS	15,045.00	17,010.00	10,596.81	1,374.30	0.00	6,413.19	62.3
Expenditures	1,164,076.00	1,238,535.00	811,979.35	104,097.16	0.00	426,555.65	65.6
Net Effect for GENERAL FUND	2,364.00	1,905.00	-124,246.18	-77,795.34	0.00	126,151.18-6,522.1	
Change in Fund Balance:			-124,246.18				

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For the Period: 7/1/2013 to 2/28/2014		Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 20 - ASSESSMENT DISTRICT FUND-RUSH								
Revenues								
Dept: 00								
Acct Class: 30 PROPERTY TAXES								
2999	FY Begin Fund Balance	203,129.00	203,129.00	0.00	0.00	0.00	203,129.00	0.0
PROPERTY TAXES								
		203,129.00	203,129.00	0.00	0.00	0.00	203,129.00	0.0
Acct Class: 31 ASSESSMENTS								
3100	Property assessments	380,000.00	380,000.00	229,784.89	0.00	0.00	150,215.11	60.5
3101	Property assessments-prior yr	3,400.00	3,400.00	3,603.24	72.60	0.00	-203.24	106.0
ASSESSMENTS								
		383,400.00	383,400.00	233,388.13	72.60	0.00	150,011.87	60.9
Acct Class: 32 USE OF MONEY AND PROPERTY								
3200	Interest on investments	0.00	0.00	7,479.06	0.00	0.00	-7,479.06	0.0
USE OF MONEY AND PROPERTY								
		0.00	0.00	7,479.06	0.00	0.00	-7,479.06	0.0
Dept: 00								
		586,529.00	586,529.00	240,867.19	72.60	0.00	345,661.81	41.1
Revenues								
		586,529.00	586,529.00	240,867.19	72.60	0.00	345,661.81	41.1
Expenditures								
Dept: 50 RUSH PARK								
Acct Class: 56 CONTRACT SERVICES								
5617	Administrative Fees	20,000.00	20,000.00	0.00	0.00	0.00	20,000.00	0.0
5619	Bond Trustee	2,875.00	2,875.00	2,875.00	0.00	0.00	0.00	100.0
CONTRACT SERVICES								
		22,875.00	22,875.00	2,875.00	0.00	0.00	20,000.00	12.6
Acct Class: 58 DEBT SERVICE								
5800	Principal	220,000.00	220,000.00	220,000.00	0.00	0.00	0.00	100.0
5801	Interest	135,160.00	131,089.00	131,089.37	60,099.37	0.00	-0.37	100.0
DEBT SERVICE								
		355,160.00	351,089.00	351,089.37	60,099.37	0.00	-0.37	100.0
Acct Class: 66 OTHER FINANCING USES								
6600	Transfer out to other funds	200,000.00	200,000.00	0.00	0.00	0.00	200,000.00	0.0
OTHER FINANCING USES								
		200,000.00	200,000.00	0.00	0.00	0.00	200,000.00	0.0
RUSH PARK								
		578,035.00	573,964.00	353,964.37	60,099.37	0.00	219,999.63	61.7
Expenditures								
		578,035.00	573,964.00	353,964.37	60,099.37	0.00	219,999.63	61.7
Net Effect for ASSESSMENT DISTRICT FUND-RUSH								
Change in Fund Balance:								
		8,494.00	12,565.00	-113,097.18	-60,026.77	0.00	125,662.18	-900.1
				-113,097.18				

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Fund: 30 - SPECIAL TAX FUND-ROSSMOOR WALL		Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Revenues								
Dept: 00								
Acct Class: 30 PROPERTY TAXES								
2999 FY Begin Fund Balance								
		175,257.00	175,257.00	0.00	0.00	0.00	175,257.00	0.0
PROPERTY TAXES								
		175,257.00	175,257.00	0.00	0.00	0.00	175,257.00	0.0
Acct Class: 31 ASSESSMENTS								
3100	Property assessments	87,700.00	87,700.00	51,493.70	0.00	0.00	36,206.30	58.7
3101	Property assessments-prior yr	780.00	780.00	796.29	16.04	0.00	-16.29	102.1
ASSESSMENTS								
		88,480.00	88,480.00	52,289.99	16.04	0.00	36,190.01	59.1
Acct Class: 32 USE OF MONEY AND PROPERTY								
3200	Interest on investments	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	0.0
USE OF MONEY AND PROPERTY								
		1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	0.0
Dept: 00								
		264,737.00	264,737.00	52,289.99	16.04	0.00	212,447.01	19.8
Revenues								
		264,737.00	264,737.00	52,289.99	16.04	0.00	212,447.01	19.8
Expenditures								
Dept: 65 ROSSMOOR WALL								
Acct Class: 56 CONTRACT SERVICES								
5619	Bond Trustee	2,530.00	2,530.00	2,530.00	0.00	0.00	0.00	100.0
CONTRACT SERVICES								
		2,530.00	2,530.00	2,530.00	0.00	0.00	0.00	100.0
Acct Class: 58 DEBT SERVICE								
5800	Principal	65,000.00	65,000.00	65,000.00	0.00	0.00	0.00	100.0
5801	Interest	18,705.00	18,705.00	18,705.00	0.00	0.00	0.00	100.0
DEBT SERVICE								
		83,705.00	83,705.00	83,705.00	0.00	0.00	0.00	100.0
Acct Class: 60 CAPITAL EXPENDITURES								
6005	Buildings and Improvements	0.00	1,450.00	1,450.00	0.00	0.00	0.00	100.0
CAPITAL EXPENDITURES								
		0.00	1,450.00	1,450.00	0.00	0.00	0.00	100.0
Acct Class: 66 OTHER FINANCING USES								
6600	Transfer out to other funds	0.00	70,000.00	0.00	0.00	0.00	70,000.00	0.0
OTHER FINANCING USES								
		0.00	70,000.00	0.00	0.00	0.00	70,000.00	0.0
ROSSMOOR WALL								
		86,235.00	157,685.00	87,685.00	0.00	0.00	70,000.00	55.6
Expenditures								
		86,235.00	157,685.00	87,685.00	0.00	0.00	70,000.00	55.6
Net Effect for SPECIAL TAX FUND-ROSSMOOR WALL								
Change in Fund Balance:		178,502.00	107,052.00	-35,395.01	16.04	0.00	142,447.01	-33.1
				-35,395.01				

REVENUE/EXPENDITURE REPORT
February 2014 @ 67.66%

Page: 13
3/13/2014
3:56 pm

Rossmoor Community

For the Period: 7/1/2013 to 2/28/2014		Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 40 - CAPITAL PROJECTS CONTRIBUTIONS								
Revenues								
Dept: 00								
Acct Class: 30 PROPERTY TAXES								
2999	FY Begin Fund Balance	226,319.00	226,319.00	0.00	0.00	0.00	226,319.00	0.0
PROPERTY TAXES								
		226,319.00	226,319.00	0.00	0.00	0.00	226,319.00	0.0
Acct Class: 36 OTHER FINANCING SOURCES								
3600	TRANSFER IN/OUT OTHER FUNDS	0.00	70,000.00	0.00	0.00	0.00	70,000.00	0.0
OTHER FINANCING SOURCES								
		0.00	70,000.00	0.00	0.00	0.00	70,000.00	0.0
Dept: 00								
		226,319.00	296,319.00	0.00	0.00	0.00	296,319.00	0.0
Revenues								
		226,319.00	296,319.00	0.00	0.00	0.00	296,319.00	0.0
Expenditures								
Dept: 50 RUSH PARK								
Acct Class: 60 CAPITAL EXPENDITURES								
6005	Buildings and Improvements	194,950.00	165,773.00	150,215.41	29,392.38	0.00	15,557.59	90.6
CAPITAL EXPENDITURES								
		194,950.00	165,773.00	150,215.41	29,392.38	0.00	15,557.59	90.6
RUSH PARK								
Dept: 65 ROSSMOOR WALL								
Acct Class: 60 CAPITAL EXPENDITURES								
6005	Buildings and Improvements	0.00	0.00	96.48	96.48	0.00	-96.48	0.0
CAPITAL EXPENDITURES								
		0.00	0.00	96.48	96.48	0.00	-96.48	0.0
ROSSMOOR WALL								
Dept: 75 CAPITAL PROJECTS								
Acct Class: 50 OPERATIONS AND MAINTENANCE								
5045	Miscellaneous Expenditures	16,050.00	86,050.00	13,520.51	91.20	0.00	72,529.49	15.7
OPERATIONS AND MAINTENANCE								
		16,050.00	86,050.00	13,520.51	91.20	0.00	72,529.49	15.7
Acct Class: 66 OTHER FINANCING USES								
6600	Transfer out to other funds	0.00	17,500.00	0.00	0.00	0.00	17,500.00	0.0
OTHER FINANCING USES								
		0.00	17,500.00	0.00	0.00	0.00	17,500.00	0.0
CAPITAL PROJECTS								
		16,050.00	103,550.00	13,520.51	91.20	0.00	90,029.49	13.1
Expenditures								
		211,000.00	269,323.00	163,832.40	29,580.06	0.00	105,490.60	60.8
Net Effect for CAPITAL PROJECTS CONTRIBUTIONS								
Change in Fund Balance:								
		15,319.00	26,996.00	-163,832.40	-29,580.06	0.00	190,828.40	-606.9
				-163,832.40				
Grand Total Net Effect:		204,679.00	148,518.00	-436,570.77	-167,386.13	0.00	585,088.77	

**ROSSMOOR COMMUNITY SERVICES DISTRICT
FOOTNOTES - FINANCIAL REPORT
FEBRUARY 2014
EXPENDITURES**

* **#1 Tree Trimming** Majority of tree trimming has been performed for this FY
10-30-5656, 10-40-5656, 10-50-5656,
10-80-5656

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM H-1

Date: April 8, 2014

To: Honorable Board of Directors

From: Investment Committee

Via: General Manager

Subject: REPORT AND RECOMMENDATIONS RE: REINVESTMENT OF
REQUIRED RESERVES IN THE RUSH PARK BOND FUND
RESERVE ACCOUNT

RECOMMENDATION:

Receive the report and approve the recommendations of the Investment Committee regarding required reserves in the Rush Park Bond Fund Reserve Account.

BACKGROUND:

The Investment Committee met on March 27, 2014 to review investments and make recommendations to the Board. Documents reviewed by the Committee on the District's investment portfolio are attached. The Committee reviewed the recommendations of staff and the District's Financial Advisor regarding required reserves in the Fund 20 Rush Park Bond Fund.

There currently exists a required amount of \$362,770 in the Reserve Account at U.S. Bank in a money market fund. This investment is currently paying 0.05% interest. Currently available agency bonds are yielding 0.25% ytm for a two year term and 0.42% ytm for a one year term. Bond covenants are very restrictive on the type of investments for the Rush Park Bond Fund Reserve Account.

Since market conditions have not dramatically improved and the one-year CD rate is not a viable option the Committee is recommending that the Fund 20 reserve monies be reinvested into agency bonds rather than the current money market account.

Based on these developments, the Investment Committee was asked to revisit the previously approved investment directions make recommendations to the Board, as follows:

1. Continue to invest all Fund 10 reserves in LAIF until such time as market conditions improve.
2. Invest one-half of the Fund 20 Reserve Account (\$181,385) in a US Agency note for a term of one year.
3. Invest one-half of the Fund 20 Reserve Account (\$181,385) in a US Agency note for a term of two years.

It should be kept in mind that yield and interest rates are subject to change on a daily basis which may alter real time investments. The Committee's Agenda report is attached for your reference.

ATTACHMENTS:

1. Report C-1 dated March 27, 2014 to the Investment Committee on District Investments.
2. Report C-2 dated March 27, 2014 on Disposition of Reserve Funds-Limited Obligation Improvement Bonds-Rush School Site Acquisition, Series 1993.

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM C-1

Date: March 27, 2014
To: Investment Committee
From: General Manager
Subject: DISCUSSION WITH GENERAL MANAGER RE: REPORT ON DISTRICT INVESTMENTS

RECOMMENDATION:

Review and report to the Board regarding the status of the District's investments

BACKGROUND:

Board policy requires a reporting of maturing investments to Board. Although there are no maturing investments in Fund 10, Fund 20 will have an investment maturing April 2, 2014 and the Committee is being asked to make reinvestments of the Rush Park Bond Fund Reserves in Agenda Item C-2 of this Agenda. It therefore is appropriate to report on the District current reserve portfolio at this time.

ATTACHMENTS:

1. Investment/Bank Balances as of 3/1/2014.

Fund 10
March 1, 2013

CD or Bond	Amount of CD or Bond	Matures	Interest Rate
LAIF	\$600,438.00		
Total Investments	\$600,438.00		
Bank Balance 1/1/2013	\$399,007.00		
Total Investments and Cash	\$999,445.00		

Investment Portfolio (IP)

Current:

By Maturity	% of IP	% of IP Policy Limit
Up to 1 Year	0.00%	Unlimited
More than 1 Year	0.00%	50%
More than 2 Years	0.00%	25%
LAIF	100.00%	Unlimited

*CD's have a 2 year limit.

By Investment Type	% of IP	% of IP Policy Limit
*CD	0.00%	25%
Bonds	0.00%	25%
LAIF	100.00%	Unlimited

Status of Current Bond Investments as of March 2014

	Amount of Bond	N/A	Gain/Loss

Fund 20 Reserve Account Fund 50 (Held at US Bank)

Reserve Account	Matures	Amount	Interest Rate
Money Market	n/a	\$181,201.07	0.00%
Federal Farm Bond	4/2/2014	\$181,568.93	4.86%
Total		\$362,770.00	

Fund 30 Reserve Account Fund 45 (Held at US Bank)

Reserve Account	Matures	Amount	Interest Rate
	Reserve Account	\$47,000.00	0.00%
Total		\$47,000.00	

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM C-2

Date: March 27, 2014
To: Investment Committee
From: General Manager
Subject: DISPOSITION OF EXCESS RESERVE FUNDS – LIMITED
OBLIGATION IMPROVEMENT BONDS – RUSH SCHOOL SITE
ACQUISITION, SERIES 1993

RECOMMENDATION:

Make a recommendation to the Board regarding the reinvestment Rush Park Bond Reserves.

BACKGROUND:

Due to market conditions during the past few years, Fund 20 reserves had been placed in the U.S. Bank Money Market account as investments matured. The final investment is maturing in the Reserve Account April 2, 2014. While market conditions are still far below those prior to the recession, there has been an uptick in the U.S. Agency bond market sufficient to consider a reinvestments in those instruments. Keep in mind that Bond covenants severely restrict investments of those reserve funds. Also required is that ½ of the Reserve Fund be invested in no longer that 2 years and the other ½ be invested in no longer than 3 years.

U.S. Bank has provided us with Treasury Bill Rates of 0.02%. However, the District financial consultant, Sterne Agee Financial services has provided us with the follow rates:

- 2 year US Agency Note would yield 0.24% ytm
- 3 year US Agency Note would yield 0.48% ytm

It is therefore recommended that \$362,700 be reinvested as follows:

1. \$181,385 be invested in a 2-year US Agency Note due April 2015 (earning .24% ytm).
2. \$181,385 be invested in a 3-year US Agency Note due April 2016 (earning .48% ytm).

ATTACHMENTS:

1. U.S. Bank Treasury Bill Rates
2. Letter dated March 4, 2014 from Sterne Agee Financial Services re: Rush Park Bond Reserves.
3. Policy No. 3035 Investment of District Funds



TREASURY BILL RATES

3/24/2014

	3/27/2014	4/3/2014	4/10/2014	4/17/2014	4/24/2014	5/1/2014	5/8/2014	5/15/2014	5/22/2014
Discount Rate	0.020%	0.020%	0.020%	0.020%	0.020%	0.020%	0.010%	0.010%	0.020%
Yield	0.020%	0.020%	0.020%	0.020%	0.020%	0.020%	0.010%	0.010%	0.020%
	5/29/2014	6/5/2014	6/12/2014	6/19/2014	6/26/2014	7/3/2014	7/10/2014	7/17/2014	7/24/2014
Discount Rate	0.020%	0.020%	0.020%	0.030%	0.020%	0.020%	0.020%	0.030%	0.030%
Yield	0.020%	0.020%	0.020%	0.030%	0.020%	0.020%	0.020%	0.030%	0.030%
	8/7/2014	9/4/2014	9/18/2014	10/16/2014	11/13/2014	12/11/2014	1/8/2015	2/5/2015	3/5/2015
Discount Rate	0.030%	0.040%	0.040%	0.050%	0.050%	0.070%	0.070%	0.080%	0.090%
Yield	0.030%	0.041%	0.041%	0.051%	0.051%	0.071%	0.071%	0.081%	0.091%

MONEY CENTER NATIONAL SALES OFFICE FOR CORPORATE AND INSTITUTIONAL TRUST

Milwaukee
(800) 525-8574
 Justin Dahl
 Deb Barchus
 Vicki Kegel
 Mike Maginot
 Brandon Mueller

Rates are indications only and are subject to market conditions. Please call to verify rates.
This material is for informational purposes and does not constitute investment advice, nor a solicitation or offer of any security. The products described (except for certificates of deposit up to \$250,000) are not FDIC insured. U.S. Bank N.A. does not guarantee the accuracy of this information.



ARBITRAGE MANAGEMENT GROUP

4208 LAKEWAY BLVD. AUSTIN, TEXAS 78734
PHONE (512) 413-3103 FAX(512) 608-6620 TOLL FREE (888) 297-6320

March 4, 2014

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

Dear Mr. Ruth,

Thank you for allowing Sterne Agee Financial Services, Inc. to be your financial consultant for the past thirteen years. Below is a recommendation for investment of the funds associated with the '93 Bonds Debt Service Reserve Fund.

**Issue: Rossmoor Community Service District, Limited Obligation Improve. Bonds
Rush School Site Acquisition, Series 1993**

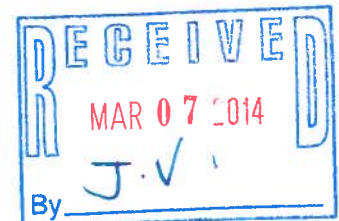
Reserve Fund: Portfolio as of 04/03/2014
\$362,770 – Money market funds earning 0%

Arbitrage: The average bond yield (arbitrage yield) for the 1993 Bonds is 6.05%. Significant amounts of negative arbitrage have accumulated since the issuance of the Bonds. Negative arbitrage is defined as the difference between the yield of the Bonds (6.05%) and the yield on the investment of the proceeds of the Bonds. In other words, negative arbitrage is lost income that if earned today, would be retained by the District.

Permitted Investments: US Treasuries and US Agencies bonds. Maturity restrictions are ½ of portfolio may be invested only in permitted investments which mature not later than two years from their date of purchase and ½ of the portfolio may be invested only in permitted investments which mature not later than three years from their date of purchase.

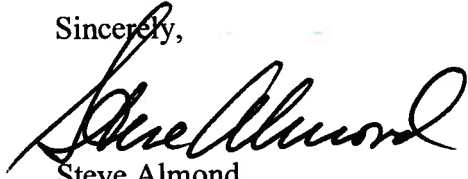
Recommendation: \$181,385 – US Agency note due 03/2016 (.24% ytm)
\$181,385 – US Agency note due 03/2017 (.48% ytm)

Rationale: Fed chairman, Janet Yellen, has stated recently that the FOMC will not start raising the fed fund rate (currently at 0%) for a considerable period of time. We believe this time frame could extend well into 2015 or longer. Three year and less maturity bonds are tied to this rate and will not move significantly until this rate is adjusted.



Please feel free to call me with your questions. I look forward to continuing our relationship with the District.

Sincerely,



Steve Almond
Financial Consultant
Arbitrage Management Group
Sterne Agee Financial Services, Inc.

Please Note: The information contained in this document is considered to be reliable, however Sterne Agee Financial Services, Inc. does not represent that it is accurate or complete and it should not be relied upon as such. Investments decisions by Sterne Agee Financial Services, Inc. are made based on a client's specific investment objective, time horizon and risk tolerance. Information included in this document may not be suitable for all investors. Past performance is not a guarantee of future results and should not be considered a guarantee. Investment products may not be FDIC insured, may lose value and may not be guaranteed by any federal government agency. Consult your Financial Consultant at AMG for more information.

Rossmoor Community Services District

Policy

No. 3035

INVESTMENT OF DISTRICT FUNDS

3035.00 Purpose: The purpose of this policy is to comply with the requirements of California Government Code Sections 53600 et. seq. and to provide clear guidance for the investment of surplus funds under the control but not required for the immediate needs of the Rossmoor Community Services District (RCSD); herein after, the District.

3035.10 Objectives: The objectives of the investment of the funds of the District is primarily to safeguard the principal of the funds under its control, secondarily, to meet the liquidity needs of the District and thirdly, to achieve a market rate of return consistent with California law.

3035.20 Responsibility: When investing public funds, the District is a trustee and therefore a fiduciary subject to the prudent investor standard. When investing, reinvesting, purchasing, acquiring, exchanging, selling or managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing including, but not limited to, the general economic conditions and the anticipated needs of the District that a prudent person would exercise in the management of his or her own funds, not for speculation, but for investment, considering the probable safety of his or her capital, as well as the probable income to be derived.

3035.30 Investment Principles:

3035.31 The District shall invest all funds under its control that are not needed for its operations.

3035.32 The District shall have a diversified investment portfolio limited to the following types:

- a. United States Treasury Bills, Notes and Bonds.
- b. Federal Agency or United States Government sponsored enterprise obligations.
- c. Registered California State Bonds, Warrants or Treasury Notes.
- d. California Local Agency Investment Fund (LAIF).
- e. Orange County Treasury.
- f. Bonds or Notes of U.S. corporations rated "A" or better by Moody's or S&P, for terms not to exceed five years.
- g. Bankers Acceptances (Bills of Exchange, or Time Drafts), maturity not to exceed six months.
- h. Certificates of Deposit, maturity not to exceed two years.
- i. Mutual funds that consist solely of one of the following investment types noted above: a., b.,c., or f.

3035.33 The District shall not invest more than fifty percent (50%) of its investment portfolio in securities that have a maturity of more than one year. No more than twenty-five percent (25%) of its portfolio shall be invested in securities that have a maturity of more than two years. No securities can be purchased with a maturity greater than five years, unless matched to a specific asset acquisition or approved by the Board.

3035.34 The District's investment strategy is to purchase securities with the intent of holding them until maturity. However, the District may sell a security prior to its maturity in order to improve the quality, liquidity or yield of the portfolio in response to market conditions or District needs.

3035.35 The transferring of investment funds will be carried out exclusively by use of telephonic or electronic wire transfers. Each entity with which the District does business shall receive, in writing, a listing which limits transfers of funds to preauthorized bank accounts only.

3035.36 The District shall maintain all funds needed for its operations within one month, together with all funds not then invested in accordance with Section 3035.32 in one or more checking accounts or savings accounts that are fully insured by FDIC in state or national banks, state or federal savings associations, or state or federal credit unions in California. Such funds may be in active deposits, inactive deposits, and/or interest bearing active deposits. The deposits cannot exceed the amount of the bank's, savings and loans', or credit union's paid up capital surplus. The funds may be in an account over \$100,000 if the FDIC limit is raised or if the bank, savings and loan or savings institution has collateralized the account by at least 110% in another bank or financial institution.

3035.37 The District may invest some or all its investment portfolio in the LAIF upon a recommendation of the Investment Committee and approval of the Board. The District shall invest no more than twenty-five percent (25%) of its investment portfolio in any one of the other types of investment as set forth in Section 3035.32 and shall not invest more than the FDIC limit (within the maturity date of the deposit/investment) in any one financial institution (bank, savings and loan, credit union), or U.S. corporation.

3035.38 All security transactions entered into by the District shall be conducted on delivery-versus payment (DVP) basis. All securities purchased or acquired shall be delivered to the District by book entry, physical delivery or by third party custodial agreement.

3035.39 The purchase of any investment shall be made either directly from the issuer or from an institution licensed by the state as a broker-dealer (as defined in Corporations Code Section 25004) or from a member of a federally regulated securities exchange, from a national or state-chartered bank, from a savings association or federal association (as defined in Financial Code Section 5102) or from a brokerage firm designated as a primary government dealer by the Federal Reserve Bank.

3035.40 Investment Committee: The Investment Committee is comprised of two Board members and the General Manager. Members are appointed by the President of the Board and shall meet quarterly (unless there are no new funds to invest or investments maturing during the quarter) to review current data concerning all deposit accounts and investments, to analyze the total balance, yield percentage, interest earned, maturity dates and other relevant information for each account and investment. The Investment Committee shall make recommendations specifying the investments to be made and amounts to be transferred to the appropriate accounts. The Investment Committee may consult with the District's auditor and/or other financial advisors as reasonably necessary to implement the District's investment objectives. Following a review by the Investment Committee, the General Manager shall provide a report to the Board of Directors at its next regular meeting, or at a special meeting, as appropriate, setting forth the

components and performance of the District's current investment portfolio, together with any recommendations made by the Investment Committee.

3035.50 Investment Portfolio: The District's investment portfolio is defined as all monies invested and any reserve funds, designated or undesignated, which are available for long or short term investment, and any operating capital in excess of three months of the District's operational needs.

3035.60 Board of Directors: Upon review of the Investment Committee's report and recommendations, the Board shall make a determination regarding such recommendations. Upon such determination, the officials authorized by Policy No. 4055, shall execute the appropriate documents to transfer funds as necessary and/or to authorize the financial institution to initiate the investment, except for electronic transfers made in accordance with Resolution No.10-06-08-01.

3035.70 Policy Review: This policy shall be reviewed by the Board annually, to determine if any changes are needed and to acknowledge that it has been reviewed.

Approved: Renumbering & Format - October 8, 2002
Adopted: August 12, 2003
Amended: July 11, 2006
Amended: May 8, 2007
Amended: November 11, 2008
Amended: January 13, 2009
Amended: April 14, 2009
Amended: August 10, 2010

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM H-2

Date: April 8, 2014
To: Honorable Board of Directors
From: Budget Committee
Via: General Manager
Subject: UPGRADE OF DISTRICT'S COMPUTER SYSTEM

RECOMMENDATION:

Receive the report and approve the recommendations of the Committee for approval of Option 2 and authorize General Manager to request acquisition and installation of computer equipment by BreaIT.

BACKGROUND:

At the March 2014 meeting of the Board, the matter of the upgrading of the District' computer system was referred back to staff for additional information. Since a decision on the manner and method of accomplishing the upgrade has budget implications, the Budget Committee was asked to review staff's research and to make recommendations to the Board on both the present and future system configurations.

The Committee met on March 27, 2014 to review the staff's research and recommendations. After considerable discussion, the Committee agreed with staff's recommendation to upgrade the server and mission critical user desktops with Windows 7 and to defer on migrating to a full cloud environment. Option 2, as recommended by the Committee, is of lesser cost than previous configurations, maintains a hybrid cloud backup and provides for a future migration to the cloud when costs and system issues are better defined.

ATTACHMENTS:

1. Budget Committee Agenda Item C-1 dated March 27, 2014.
2. Total Cost of Ownership Analysis Chart.

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM C-1

Date: March 27, 2014
To: Budget Committee
From: General Manager
Subject: DISCUSSION WITH GENERAL MANAGER RE: UPGRADE OF DISTRICT'S COMPUTER SYSTEM

RECOMMENDATION:

Review and make recommendations to the Board regarding the manner and method for migrating the District's computer system to Windows 7.

BACKGROUND:

During the CIP/Public Works Committee and Budget Committee meetings leading to the Board's adoption of the FY 2013-14 Mid-year Budget Adjustments, discussions ensued regarding the manner and method of upgrading the District's computer system. At issue was whether to migrate to Windows 7 in the District's current hybrid configuration or to migrate to a 'cloud' configuration. Attached is the staff report which provides pros and cons for each option. The Committee is asked to recommend a choice of a configuration for consideration by the Board at your April meeting.

ATTACHMENTS:

1. Memorandum dated March 27, 2014 re: Cloud Based Solutions, Considerations and IT Strategic Planning.

CLOUD COMPUTING SOLUTIONS

STAFF REPORT

Budget Committee
March 27, 2014



- Attachment 1: Hardware/Software Replacements & Upgrades Chart—p. 6
- Attachment 2: January 27, 2014 Memorandum from Brea IT Solutions—p. 8
- Attachment 3: Pie Chart-Cloud Technology, How Does Rossmoor Compare w/Neighboring Cities?—p. 10
- Attachment 4: February 6, 2014 Memorandum from RCSD General Manager to Brea IT Solutions—p. 11
- Attachment 5: RCSD Technology Layers Cloud Diagram—p. 13
- Attachment 6: RCSD Software Inventory List—p. 14
- Attachment 7: Highway to the Cloud—p. 15
- Attachment 8: CalCloud Brochure and Documentation—p. 16
- Attachment 9: Hybrid vs. Cloud Cost Analysis Comparison and Quotes—p. 21
- Attachment 10: Miscellaneous Cloud Option Documentation—p. 26

Elizabeth Deering

ROSSMOOR COMMUNITY SERVICES DISTRICT

Date: March 27, 2014
To: Budget Committee
From: Administrative Assistant
Via: General Manager

Subject: DISCUSSION AND POSSIBLE ACTION RE: CLOUD BASED COMPUTING SOLUTIONS, CONSIDERATIONS AND IT STRATEGIC PLANNING

BACKGROUND:

The District was recently informed that after April 8, 2014, Microsoft will no longer support computer operating system applications older than Windows 7. Most of the District's computer work stations are running the twelve-year-old Windows XP OS and therefore, fall into this category (**Attachment 1**). In addition, the warranty on the District's in-house server expires in May 2014 and must also be replaced, at an initial estimated cost of \$5,000. In order to guarantee critical District operations, it will be necessary to upgrade.

At its February 4, 2014 CIP Committee Meeting and subsequent February 11, 2014 Board meeting The Board was provided with recommendations and pricing for a proposed upgrade as per our IT Contractor, Brea IT Solutions. It should be noted that due to looming deadlines, software compatibility and data security concerns, the option originally recommended by staff and Brea IT was to remain with the on-site rather than the remote cloud-based method. It was also recommended that the District Operating System be upgraded to Windows 7. Further details for this recommendation are contained in the attached January 27, 2014 Memorandum from Brea IT to the District (**Attachment 2**).

Likewise, during the February 11, 2014 Board meeting, the Board requested that staff thoroughly research various Cloud-based computing options in order to alleviate costs associated with simultaneous IT upgrades involving the District server, computer workstation CPUs, Windows XP Operating System software, Fund Balance financial software and Adobe PDF Maker document software. Considerable discussion ensued regarding the merits of moving to a total cloud environment. Staff was also requested to exercise due diligence in examining the most cost effective options and ensure the District is following technology best practices. Finally, the Board directed staff to report findings back to the Board no later than its April 2014 Board Meeting.

Attachment 3 is a pie chart entitled "**Cloud Technology, How Does Rossmoor Compare with Neighboring Cities?**" This chart compares the RCSD to 21 neighboring municipalities and clearly illustrates the fact that Rossmoor either meets or exceeds most of these other agencies in utilizing Cloud based solutions of one sort or another. Not one of these 21 agencies is 100% Cloud. This is further illustrated in the attached client questionnaire submitted to Brea IT Solutions: **Attachment 4** entitled "**Memorandum to Brea IT from General Manager, James D. Ruth.**"

The RCSD currently operates in a Hybrid Cloud environment with our Mozy Pro encrypted offsite backup storage, MS Exchange email and calendars, iPad Dropbox file sharing, DNN Open Source Website, Social Media, You Tube streaming video, and iPad Paperless agenda program—all Cloud or "*internet-based*".

Attachment 5 entitled “*RCSD Technology Layers*” illustrates the composition of RCSD’s existing hybrid model. **Attachment 6** “*RCSD Software Inventory List*” illustrates the multi-layered areas of our operations which require special attention and/or improvement.

With the objective of determining the best solution for the Rossmoor Community Services District and its unique requirements, the following recommendation, which supports critical customer-facing operations, conserves District funds, and effectively utilizes resources and technology, now and in the future, is submitted for the Board’s consideration.

RECOMMENDATION:

Recommendation to receive the report, and authorize the General Manager to proceed with one of the options outlined below (and in **Attachment 7-“Highway to the Cloud”**). The following three options are submitted for the Board’s consideration. **Staff strongly recommends Option 2:**

- 1) **OPTION 1:** Replace Server With Dell PowerEdge 840 Model Server (*Approx.\$5K W/Quad Core Processor & 5 Yr. Life Span*); Purchase Mission Critical Computer Equipment And Software (i.e.Windows 7 OS); Postpone Cloud Migration And Continue Research And IT Strategic Planning. (ORIGINAL PROPOSAL)

Justifications:

- a) The Dell PowerEdgeT840 Model is a top of the line server.
- b) We will continue to operate in a hybrid cloud environment.
- c) We will continue to advance toward other viable cloud solutions.

- 2) **OPTION 2:** Replace Server With Less Expensive Dell PowerEdge T420 Model (*Approx. \$2K Or Less W/Standard 5 Day Wk/8am-6pm/Next Day Parts Warranty*); Purchase Mission Critical Computer Equipment And Software (i.e.Windows 7 OS); Begin CalCloud Beta And RCSR Compatibility Testing. (STAFF RECOMMENDATION)

Justifications:

- a) The Dell PowerEdgeT420 Model still exceeds our current server capabilities.
- b) We will save at least \$2500 in server costs by going with this option.
- c) We will save an additional \$1400 by replacing only mission critical workstations and utilizing spare laptop and iPad for mobile backup solutions.
- d) This option saves us a minimum of \$3,900—the price of a server.
- e) We will continue to operate in a hybrid capacity and advance toward other viable cloud solutions.

- 3) **OPTION 3:** Operate With Existing Out Of Warranty Server And Migrate Directly To CalCloud After Proper Beta Testing And Proven Compatibility With RCSR. Continue IT Strategic Planning (NOT RECOMMENDED)

Justifications:

- a) Staff does not recommend this option.
- b) We are already experiencing age-related computer problems.
- c) There are too many unknown cost and compatibility variables at this time.
- d) Strong potential to adversely affect District operations.
- e) Majority of Cloud vendors do not provide migration services.

BENEFITS

The benefits of Option 1 will ensure that the District's data is maintained and protected from harmful security threats brought about by our aging server and software while sustaining crucial operations and allowing further cloud solution exploration and IT strategic planning. Brea IT Solutions knows our data, operations, software and environment. They provide custom, onsite, responsive support at a very economical price. It is in the best interest of the District to continue working with Brea IT Solutions.

The benefits of Option 2 will provide significant cost savings (the price of a mid-range server). It will also provide the secure technology environment necessary to maintain crucial operations during a time of vulnerability brought about by our aging server and software, making it possible for further cloud solution exploration and IT strategic planning. Brea IT Solutions knows our data, operations, software and environment. They provide custom, onsite, responsive support at a very economical price. It is in the best interest of the District to continue working with Brea IT Solutions.

Option 3 is not recommended for the following reasons: Time is of the essence. Without an immediate solution the District's data and operations will be left in a vulnerable state. We have no way of knowing the cost variables in research, time, money, data migration, training, and possible disruption of operations. Compatibility testing needs to be done. Further, we do not have the staff ability, time and/or resources to test and research the numerous cloud vendors. Most do not provide data migration services. This would need to be done through a separate consultant and will come at premium price (*removing any cost savings we hope to achieve*). Managed Services, data and support would be remote.

CAUTIONS & CONSIDERATIONS

1. Rossmoor is either equivalent or ahead of the technology curve when compared with 21 local municipalities of varying sizes. (*See Cloud Services Adoption pie chart*)
2. Neighboring Municipalities are waiting for a cost saving consortium model solution like CalCloud: a local, state run solution offering data security, confidentiality, and familiarity with e-discovery rules offering flexibility and customer control.
3. Security risks do exist and should not be discounted.
4. **RCSR Proprietary Software may be incompatible with Cloud.** It is outdated, inefficient and needs to be replaced with one or more stable, effective application solutions. This requires time, research and strategic planning. (*See Attachment 6*).
5. Our existing computer equipment is considered to be a dinosaur in technology years.
6. We still require computers to operate and do business; so those costs are unavoidable at this time.
7. Cloud Security comes at an additional cost and security management responsibilities are passed on to the consumer.
8. It is nearly impossible to obtain an apples-to-apples cost comparison from the various Cloud Providers. Cloud Management services come at a premium.
9. Doing business in the Cloud means mandatory internet access.
10. We would be converted to technology renters vs. owners.

11. It is the opinion of several independent IT Professionals and Cloud Vendors that our current IT Contractor, Brea IT Solutions provides exceptionally economical services and has done right by our organization.

SCOPE OF WORK

The Administrative Assistant has accomplished the objective with the following actions:

Tasks Completed

- Met with the CIP Committee to obtain input and funding recommendations.
- Met with the Budget Committee to obtain input and funding recommendations.
- Invited Board Members to see our operations firsthand.
- Obtained pertinent legal advice from General Counsel, Gregg Kovacevich.
- Met with the General Manager to discuss costs and options.
- Met with Brea IT Solutions to gather information and advice.
- Researched electronic document security and encryption services and costs.
- Researched iPad apps and Cloud Solutions.
- Met with Kathy Bell, the Accountant/Bookkeeper to gather pertinent financial data.
- Attended Xerox Cloud Solutions Seminar on March 6, 2014.
- Sought proposals from both IBM and Dell. Communicated extensively through email and phone conferences.
- Spoke with the City of Lomita regarding their Cloud approach and obtained contact information for possible RCSR replacement options.
- Contacted Tyler Technologies Re: FundBalance, InCode Cloud Financial Software.
- Spoke with RecDesk representative for possible RCSR replacement options.
- Met with the Apple Business Solutions Representative on Cloud Solutions.
- Met with independent IT Consultant regarding the Cloud and strategic planning.
- Brea IT Briefing Re: Attendance at March 25, 2014 CalCloud Seminar in Alhambra.
- Downloaded Amazon Workstation on my computer for testing purposes; contributed to memory loss and data loss issues.
- Met with outside IT Consultant, Rosanne Lopez of Lopez Consulting Group
- March 19, 2014: Xerox Cloud Specialists Cloud Server Qualifying Meeting

FINDINGS

Results of Cloud Vendor Research:

1. CalCloud: Preliminary numbers price this option at approx. \$8K per yr. (**Attachment 8**)
2. IBM (knowledgeable, but very expensive). (**Attachment 9**)
3. Dell (incomplete proposal; geared toward larger organizations) (**Attachment 9**)
4. Amazon Workspace (confusing; can't talk to a live person; data storage is not encrypted in-transit; Do not have sufficient computer memory or staff resources to test. Could not ascertain cost.)
5. Apple: Cloud options incompatible with Microsoft and server too small for our needs. However, they do offer many innovative apps to be explored at a later date as part of the overall strategic plan.
6. Xerox: In process of assessing beneficial Cloud Options.

FISCAL IMPACT

We have prepared a preliminary cost analysis chart (Attachment 9) in order to support the recommendation and contrast our current hybrid model with several total Cloud solutions. However, a true apples-to-apples comparison is impossible to achieve at this time. There are too many unknown variables. More research needs to be done in this area.

What is known however is that Cloud options encompass many different service categories: storage, backup, desktop, software, security, migration, managed etc. and all of those categories come at a cost, which is not necessarily less than what we are currently paying for our hybrid solution.

Two Options for Windows XP Support Ending

Upgrade Windows XP machine to the new Windows for \$199. Due to the age of your computer, consider all the details.

Purchase a new Windows PC starting at \$249. New Windows PCs are 37% less expensive than Windows XP computers in 2002*. And with built in security, your PC will be more secure.

IMPLEMENTATION/NEXT STEPS

This is dependent upon which option is chosen by the Board. In any event, IT Strategic Planning is strongly recommended.

SUMMARY

Cloud Technology should be seen as a tool, rather than the solution; a journey, not a destination. Cost should not be the deciding factor, as there are many hidden costs to the Cloud. Strategic Planning will assist us in selecting the right tools for the Rossmoor Community Services District and its operations. As we examine the considerable Cloud choices available, new information will unfold and the best solutions will be revealed to us in due time. With this objective in mind we can achieve the best technology solution for RCSD.

ATTACHMENTS:

1. Hardware/Software Replacements and Upgrades Spreadsheets
2. January 27, 2014 Memorandum from Brea IT Solutions
3. Pie Chart: Cloud Technology, How Does Rossmoor Compare with Neighboring Cities
4. February 6, 2014 Memorandum from RCSD General Manager to Brea IT Solutions
5. RCSD Technology Layers Cloud Diagram.
6. RCSD Software Inventory List
7. Highway to the Cloud
8. CalCloud Brochure and Documentation
9. Hybrid vs. Cloud Cost Analysis Comparison and Quotes
10. Miscellaneous Cloud Option Documentation

OPTION 1

Location	PC / SERVER	Warranty Expiration	Licensed OS that came w/unit	Recommendation	
Copy Room	PC: 88BWZ91 - Spare Rebuilt PCs used by Staff	5/17/2011	Win XP	not upgradable to Win 7	\$700 *
GM Office	PC: 9H1MJS1 - Jim Ruth	2/16/2015	Win 7 Pro	Rebuild PC with Win 7	\$300
GM Asst Office	PC: CXGCDK1 - Liz Deering	9/18/2014	Vista Pro	Rebuild PC with Win 7 - with memory upgrade to 4 gig	\$300
Front Desk	PC: FVR0ZH1 - Jessica Verduzco	1/20/2013	Win XP	NONE - PC was recently upgraded to Win 7 with additional RAM	\$0
Accounting Office	PC: 2091MD1 - Kathy Bell	9/6/2012	Win XP	not upgradable to Win 7	\$700
Public Works Office	PC: 68BWZ91 - Mary Kingman	5/17/2011	Win XP	not upgradable to Win 7	\$700
Public Works Office	PC: 98BWZ91 - Omero Perez	5/17/2011	Win XP	not upgradable to Win 7	\$700
Copy Room	PC: 2MFZ3D1 - VPN PC	6/20/2009	Win XP	not upgradable to Win 7	\$700
Rossmoor Park Office	PC: 2VXK5C1 - Emily Gingras	11/29/2011	Win XP	not upgradable to Win 7	\$700
Board Rm	PC: 8CD3ZM1 - Vostro Laptop	1/26/2014	Win 7 Pro	Rebuild with Win 7	\$300
Copy Room	SERVER: PowerEdge 840	May-14	Server 2003	Replace	\$5,000
	<i>New PC cost - \$700</i>	TOTAL HARDWARE COST ESTIMATE			\$10,100
	<i>Upgrade license to Win 7 - \$200</i>	Fund Balance Accounting Software Upgrade			\$59.00
	<i>Memory upgrade cost per PC - \$100</i>	Adobe PDF Agenda Software Upgrade			\$300
	<i>New server cost - \$5000</i>	Addtl. Labor Costs: PC Install-30hrs/Server Install-14 hrs=44 hrs			\$4,600
	<i>Hourly Rate=\$105</i>	TOTAL COST ESTIMATE:			\$15,059

NOTE: Microsoft will no longer support Windows XP as of 2014 - XP machine are still usable, just not supported and security patches will no longer be released by Microsoft.

*Evaluate Need and/or if the staff iPad could be used in its place.

OPTION 2

Location	PC / SERVER	Warranty Expiration	Licensed OS that came w/unit	Recommendation	
Copy Room	PC: 88BWZ91 - Spare Rebuilt PCs used by Staff	5/17/2011	Win XP	not upgradable to Win 7	\$700 * -\$700
GM Office	PC: 9H1MJS1 - Jim Ruth	2/16/2015	Win 7 Pro	Rebuild PC with Win 7	\$300
GM Asst Office	PC: CXGCDK1 - Liz Deering	9/18/2014	Vista Pro	Rebuild PC with Win 7 - with memory upgrade to 4 gig	\$300
Front Desk	PC: FVR0ZH1 - Jessica Verduzco	1/20/2013	Win XP	NONE - PC was recently upgraded to Win 7 with additional RAM	\$0
Accounting Office	PC: 2091MD1 - Kathy Bell	9/6/2012	Win XP	not upgradable to Win 7	\$700
Public Works Office	PC: 68BWZ91 - Mary Kingman	5/17/2011	Win XP	not upgradable to Win 7	\$700
Public Works Office	PC: 98BWZ91 - Omero Perez	5/17/2011	Win XP	not upgradable to Win 7	\$700
Copy Room	PC: 2MFZ3D1 - VPN PC	6/20/2009	Win XP	not upgradable to Win 7	\$700 -\$700
Rossmoor Park Office	PC: 2VXK5C1 - Emily Gingras	11/29/2011	Win XP	not upgradable to Win 7	\$700
Board Rm	PC: 8CD3ZM1 - Vostro Laptop	1/26/2014	Win 7 Pro	Rebuild with Win 7	\$300
Copy Room	SERVER: Lower Priced Model	May-14	Server 2003	Replace	\$5,000 -\$3000
	<i>New PC cost - \$700</i>	TOTAL HARDWARE COST ESTIMATE			\$10,100
	<i>Upgrade license to Win 7 - \$200</i>	Fund Balance Accounting Software Upgrade			\$59.00
	<i>Memory upgrade cost per PC - \$100</i>	Adobe PDF Agenda Software Upgrade			\$300
	<i>New server cost - \$5000</i>	Addtl. Labor Costs: PC Install-30hrs/Server Install-14 hrs=44 hrs			\$4,600
	<i>Hourly Rate=\$105</i>	TOTAL COST ESTIMATE:			\$15,059 \$10,959

We also have a Staff iPad available for checkout

+\$300 to upgrade 2nd Laptop

***Estimates Only: May be less**

NOTE: Microsoft will no longer support Windows XP as of 2014 - XP machine are still usable, just not supported and security patches will no longer be released by Microsoft.

*Evaluate Need and/or if the staff iPad could be used in its place.



City of Brea
BreaIT Solutions

Memorandum

Date: January 27, 2014

To: Jim Ruth, GM Rossmoor CSD

From: Mike Ryan, Account Manager, BreaIT

Subject: Cloud Computing for RCSD

The intent of this memo is to discuss the pros and cons of cloud computing and to recommend a solution for Rossmoor CSD for File Server replacement.

The current file server support and warranty for RCSD is due to expire in May 2014 so therefore must be replaced. We must either purchase a new physical server and house it on site or implement cloud computing and host the server and data offsite in a public cloud. Rossmoor is currently using cloud based systems for E-mail and storage of backup, both of these systems we feel are secure and a satisfactory choice for a entity of this size For the file server in most cases costs would be lower by going with a public cloud, however in this case we feel that cost alone cannot be the driving factor as other more pressing issues come into play. BreaIT's recommendation is to purchase a new physical server and house it on-site. Several factors played into this recommendation:

- Security of Data- Public clouds do not allow for dedicated servers, where only RCSD would be the sole entity using the equipment. IT staff would not have the ability to configure firewall, therefore opening up the district's data to possible hackers.
- Inability to select operating system- IT staff would not have the ability to select the best version of server OS to run the district's applications
- Increase cost in bandwidth-With all users accessing their file shares in the cloud, bandwidth would need to be increased.
- Possible outages and/or loss of internet- Staff would not be able to function if systems went down.
- E-discovery and legal costs-With all files off site any legal issues will incur increased cost. District would have to pay cloud provider additional fees to search, find , and transfer files that were requested by a public records request or subpoena opposed to using resources of already paid in house staff.

BreaIT is not opposed to cloud computing and we are actively using cloud services with many of our clients including Rossmoor. These applications are mainly back-up services where active control of the data is local and only a copy of the data is sent offsite.

We are also anticipating a State of California Department of Technology project that will develop a private cloud to be offered (at a cost) to local governments and special districts. This project is referred to as CalCloud but is still many months off for implementation. This private cloud is preferred because it will be offered only to local governments and special districts within the State of California giving local control to the IT staff. Government rules and regulations are understood and will be adhered to by the Department of Technology. The timing of this project does not allow us to wait as the district's server will be end of life in May 2014.

The rest of this document presents some information on Cloud Computing.

- The definition of Cloud Computing is the practice of using a network of remote servers hosted on the Internet to store, manage, and process data, rather than a local server or a personal computer.
- A public cloud is a set of computers and computer network resources based on the standard cloud computing model, in which a service provider makes resources, such as applications and storage, available to the general public over the Internet.
- A private cloud is virtualized cloud data centers inside your company's firewall. It may also be a private space dedicated to your company within a cloud provider's data center. An internal cloud behind the organization's firewall.

Pros of Cloud Computing:

- Lower Costs in most cases due to not having to own hardware.
- Lower staff costs.
- Accessible anywhere you have an internet connection.
- Scalable if you need more or less storage.
- Safe from local environmental issues i.e. fire, flood, earthquake.
- Disaster recovery is possible as systems are off site and backed up elsewhere.
- Set up is quick and easy.

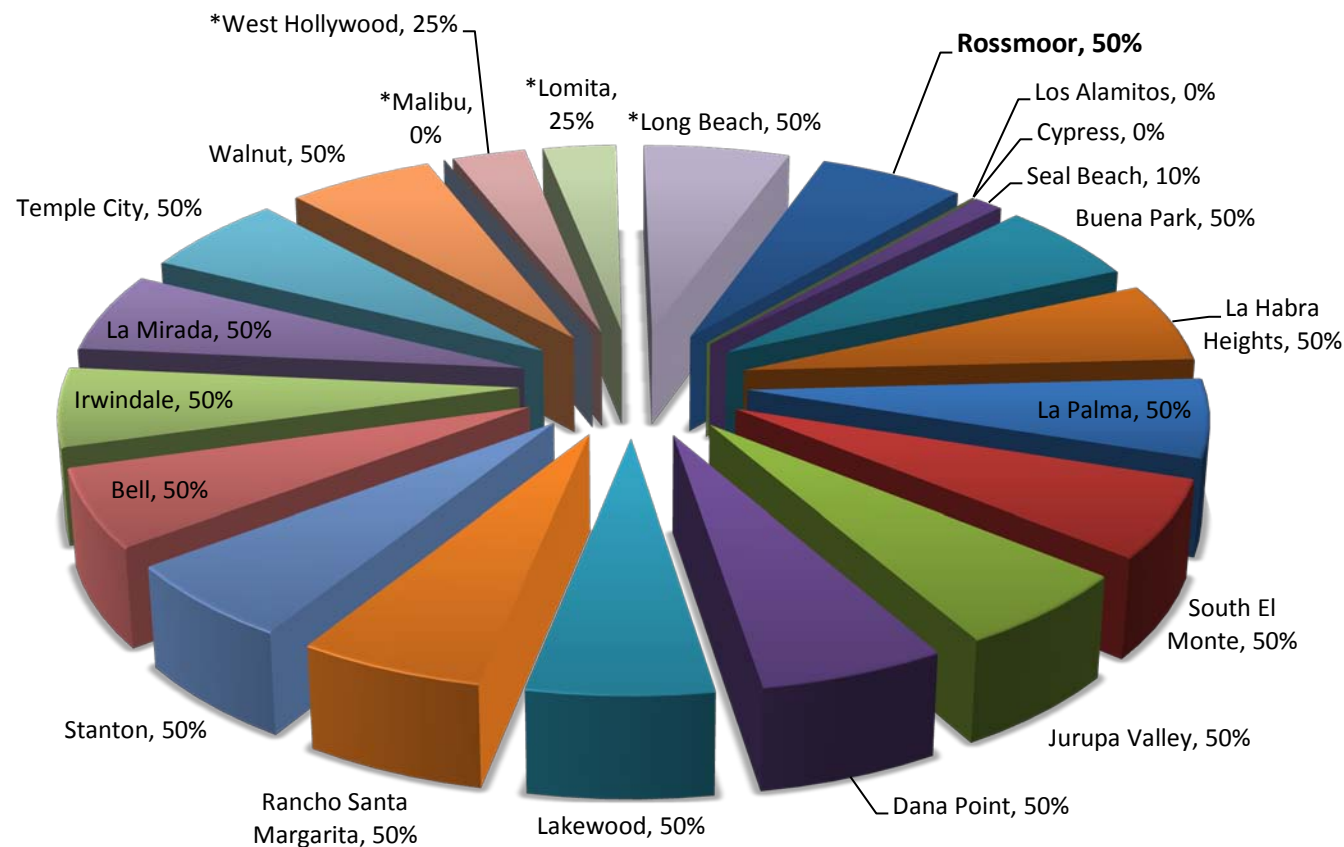
Cons of Cloud Computing:

- Not in control of equipment and/or operating system or version.
- Rely on outside provider to rectify issues.
- Priority and speed of repairs to equipment not in your control.
- Possibility of sharing server with other outside users without your knowledge.
- Data Security, no control of firewall for hacker protection.
- If internet connection goes down loss of staff productivity.
- May need increased bandwidth.
- May be locked into a contract if not satisfied with operator's performance.
- May have to pay for services you do not use.
- E-Discovery issue.

CLOUD SERVICES ADOPTION COMPARISON

How Does Rossmoor Compare with 21 Neighboring Cities and Clients?

AGENCY	CLOUD %	SERVER (SaaS)	PLATFORM (PaaS)	SOFTWARE (SaaS)	INFRASTRUCTURE (IaaS)	STORAGE/INFRASTRUCTURE (SlaaS)
Rossmoor	50%	Cloud (server backup)	Hybrid	Cloud (E-Mail, Agenda, Video)	Hybrid	Hybrid
Los Alamitos	0%	On Site	On Site	On Site	On Site	On Site
Cypress	0%	On Site	On Site	On Site	On Site	On Site
Seal Beach	10%	Hybrid	Hybrid	Cloud (Streaming Video)	Hybrid	Hybrid
Buena Park	50%	Hybrid	Hybrid	Hybrid	Hybrid	Hybrid
La Habra Heights	50%	Hybrid	Hybrid	Hybrid	Hybrid	Hybrid
La Palma	50%	Hybrid	Hybrid	Hybrid	Hybrid	Hybrid
South El Monte	50%	Hybrid	Hybrid	Hybrid	Hybrid	Hybrid
Jurupa Valley	50%	Hybrid	Hybrid	Hybrid	Hybrid	Hybrid
Dana Point	50%	Hybrid	Hybrid	Hybrid	Hybrid	Hybrid
Lakewood	50%	Hybrid	Hybrid	Hybrid	Hybrid	Hybrid
Rancho Santa Margarita	50%	Hybrid	Hybrid	Hybrid	Hybrid	Hybrid
Stanton	50%	Hybrid	Hybrid	Hybrid	Hybrid	Hybrid
Bell	50%	Hybrid	Hybrid	Hybrid	Hybrid	Hybrid
Irwindale	50%	Hybrid	Hybrid	Hybrid	Hybrid	Hybrid
La Mirada	50%	Hybrid	Hybrid	Hybrid	Hybrid	Hybrid
Temple City	50%	Hybrid	Hybrid	Hybrid	Hybrid	Hybrid
Walnut	50%	Hybrid	Hybrid	Hybrid	Hybrid	Hybrid
*Malibu	0%	On Site	On Site	On Site	On Site	On Site
*West Hollywood	25%	Hybrid	Hybrid	Cloud (Code Enforcement)	Hybrid	Hybrid
*Lomita	25%	Cloud (server backup)	Hybrid	Cloud (InCode Financial Software)	Hybrid	Hybrid
*Long Beach	50%	On Site (Security/Networking)	Hybrid	Cloud (Granicus: agenda/video), Email	Hybrid	On Site



Main Cloud Service Provider Components

- SaaS (Storage as a Service)
- PaaS (Platform as a Service)
- SaaS (Software as a Service: Virtual Desktop)
- IaaS (Infrastructure as a Service)
- SlaaS (Storage Infrastructure as a Service)

*Not a Brea IT Client

- Rossmoor** : Utilizes Cloud Technology for offsite backup, E-Mail, Agendas, Video, Dropbox File Sharing via iPad.
- Long Beach** : Case by Case Basis; Utilizes Cloud Technology where it makes sense; weigh security vs. networking
- West Hollywood** : Utilizes Cloud for Code Enforcement only.
- Seal Beach** : Utilizes Cloud for streaming video only.
- Lomita** : Backs up to the Cloud Daily, Incode \$ Software

OTHER COST CONSIDERATIONS
CLOUD MIGRATION CONSULTANT
TRANSFER FEES
Management Costs
Networking



Rossmoor Community Services District

MEMORANDUM:

2-6-14

To: Mike Ryan, Brea IT Services

From: James D. Ruth, General Manager

On February 4, 2014, the District's CIP Committee met to discuss the Mid-Year CIPs and Budget Adjustment project list. Discussion ensued relative to the proposed upgrade to the District's computers, software and server. With the objective of avoiding recurring costs associated with purchasing hardware and software upgrades and in consideration of the increasing benefits of Cloud migration, the RCSD Board of Directors has directed us to obtain answers to the following questions as they relate to your current client list:

1. What are other cities doing vs. us?
Other clients are doing cloud back-up comparable to Rossmoor.
2. **How many of your clients operate in a total Cloud-based environment?**
We do not have any clients in a total cloud environment.
3. If so, are they satisfied with the service?
N/A
4. Why are they doing business this way?
They are not operating in a total cloud environment mainly due to City Attorney objections.
5. What systems are they using and why?
Cloud back-up systems are Barracuda and Unitrends, both of these systems allow us to back-up to a hardware device on site and send a copy of back-up to the cloud
6. Can we replicate their IT Solutions?
Yes, however you are already sending your back-up to the cloud.
7. If so how will this benefit us?
See #7 above
8. **How many of your clients operate in a Hybrid Cloud-based environment?**
We consider a "hybrid" environment as any mix of physical and off-site back-up or storage. Most of our clients are sending back-up off site.
9. If so, are they satisfied with the service?
Yes they are satisfied, however we do have one city attorney questioning the practice.

10. Why are they doing business this way?

Sending back-up off site allows users to obtain files from anywhere as long as they have an internet connection, also serves the purpose of Disaster Recovery.

11. What systems are they using and why?
Barracuda & Unitrends – we chose those systems based on budget.
12. Can we replicate their IT Solutions?
You are already sending your back-up of site, your e-mail is already in the cloud.
13. If so how will this benefit us?
See #12 above
14. Are any of your clients rejecting Cloud Solutions? If so, Why?
Mainly over objections from City Attorneys.
15. Are any of your clients rejecting Cloud Solutions? If so, Why?
Mainly over objections from City Attorneys.
16. Are you aware of any existing Government codes, legal restrictions and/or regulations that prevent/prohibit government agencies from doing business in the Cloud?
Not specifically that I am aware of, the objections seem to be based on the matters of public records requests, where your files are stored, and who owns the data.
17. What is the average Cloud Provider monthly per user cost?
Costs can vary greatly, depending on what services you are requesting, how much storage you need, how much power you need in a cloud based server, bandwidth, and subscription costs for software apps among other factors. At this point too many variables to be able to give average cost.
18. What are the typical cost savings for agencies going to the Cloud?
See #16 above.
19. Which of our current apps/services can operate in the Cloud and/or will benefit by Cloud migration and why?
Back-up and email are already in the cloud. Most other systems the District uses should be able to reside in the cloud; however we need to have further discussions with Fund Balance the finance product vendor.
20. Which of our current apps/services cannot operate in the Cloud and/or will be negatively affected by Cloud migration and why (*i.e. printing, scanning, WiFi, website*)?
See #18.

Additionally, as part of an annual IT audit, we are requesting a spreadsheet containing all of the current software applications the District is operating, including the versions, licenses, expiration dates, where they are installed, etc.

We sincerely appreciate you taking the time to provide us with the requested information. Your guidance will be invaluable in clarifying our current IT Solutions to the Board so they are able to make informed decisions with regard to the extent and/or possibility of total Cloud migration in the future.



TECHNOLOGY LAYERS

PROPRIETARY SOFTWARE

RCSR

- Facility Reservations
- Field Reservations
- Tennis Reservations
- Citizen Service Requests: Maintenance
- Citizen Service Requests: Trees
- Citizen Service Requests: Street Sweeping

High Customer Impact

OPERATING SYSTEM

Windows XP



FINANCIAL SOFTWARE

Fund Balance

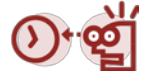
- Budget
- Payroll
- General Ledger
- Accounts Payable

High Customer Impact



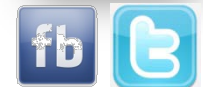
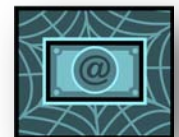
SERVER

- Storage
- Security
- Networking
- Firewall
- Anti-virus

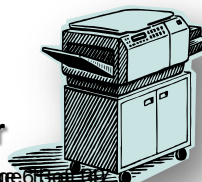


WEBSITE

- Dot Net Nuke Software
- District Storefront
- Publicity
- Announcements
- Data & Public Records



Xerox Printer



i-PADS

- Paperless Agenda
- Dropbox File Sharing



COMMUNICATION

- MS Exchange E-Mail
- Facility Scheduling Calendars
- Wall Scheduling Calendars



ROUTERS

Verizon FIOS Internet



CLOUD BASED STORAGE

- Encrypted Off Site Data Backup: Mozy Pro
- (Encrypted in transit and secured at site)



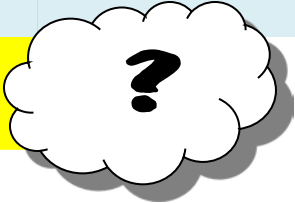


OFFICE APPLICATION INVENTORY

Rossmoor Community Services District

CURRENT APPLICATIONS	PURPOSE	CLOUD APP EQUIVALENT(S)	NOTES
MS Office XP & 2007	Word Processing, Board Mtg Presentations, Spreadsheets, Newsletter	Office 365 for Business	iPad Word Apps may provide an alternate solution
Windows 2007 OS	OS Upgrade by April 2014	Amazon Workspaces?	Win XP expires April 2014
Adobe PDF Maker	Agenda, Weekly, etc.	Adobe Acrobat XI	Important
Fund Balance	Account/Budget, Payroll	Tyler Technology "InCode" Software	Cloud Version of Fund Balance by same Company
RCSR Database	Facility Rentals/Permits, Tennis Res., Citizen Service Requests	Unknown	Proprietary Software Modified by BreaIT Database Engineer
MS Exchange	Facility Scheduling Calendars, Email, Contacts	Amazon Workspaces?	Important
Acrobat Reader	Read PDF Files	N/A?	Evaluate Need
Nuance OmniPage	Translate PDF to Text	Unknown	Evaluate Need
Adobe Photoshop Elements	Photo Editing, Website, Press Releases	Adobe Creative? Open Source?	
Roxio Creator DE	Burning DVDs	N/A? Unknown?	Public Records Request Occasional/Evaluate Need
Video	Viewing/Playing Video	Amazon Workspace?	
RU-Xerox Printer (1)	Scanning, Printing, Agenda Attachments		High Use Rush Park Main Office Printer, Scanner
RP-Xerox Printer (1)	Scanning, Printing	Unknown	Older Printer/Malfuctions Often/Evaluate Need
Dell Printers (2)	Desktop Printer Driver Software	Unknown	Desktop Printer (KB, MK)
HP Printers (4)	Desktop Printer Driver Software	Unknown	Desktop Printer (LD, JV, OP, CA)
Epson Printers (1)	Desktop Printer Driver Software	Unknown	Desktop Printer (JDR)
Canon Utilities	Canon Camera	Unknown	
Constant Contact	E-News, E-Blasts	Unknown	Log in via website
District Website	DNN Open Source Solution www.rossmoor-csd.org	N/A	Who will transfer this to the remote server?
FatCow	MS-Exchange E-mail and Domain Name Web Host	Cloud Based	Need to know will this be affected by Cloud migration if at all.
Mozy Pro Backup	Remote Encrypted Server Back Up Solution	Cloud Based	Inhouse Server Backs Up to Mozy Pro w/Encrypted Transmission
Bandwidth	Multiple WiFi Devices	Unknown	Running Verizon FIOS
Routers (3)	iPad Use	Unknown	3 Routers: 2@Rush, 1@RP
Data Plans	When WiFi isn't available	N/A	Evaluate Need
Credentials	Log ins will need to be reconfigured/ Passwords and Permissions Changed	Amazon Workspace?	Unknown at this time
In House Server	PowerEdge 840-Deadline May'14	Remote Server	Security/Firewalls/Encryption
iPads (8)	Paperless Agenda	WiFi Only	Evaluate what (if any) impact
Workstations	Existing Office Computers & Drive Structure	What Will Cloud Workstation Look Like?	Will they work w/Cloud Apps? Or do we need to purchase new?

HIGHWAY TO THE CLOUD

Attachment 7

April 2014	May 2014	June 2014	July 2014	Aug 2014	→	2014/15
Windows XP OS Expiration Date: April 8th	Server Warranty Expiration		*Begin Cal Cloud Beta Testing	Continue Cal Cloud Beta and RCSR Compatibility Testing Develop IT Strategic Plan ; Evaluate Cloud Options Case-by-Case Research RCSR and Fund Balance Application Migration		
*Estimated CalCloud Launch				Transitional / Training Period		
*Vulnerability Period Microsoft will no longer provide weekly security updates. They will only provide periodic security updates/patches as they see fit (and only for severe bugs) until July 2015.						
*Purchase Critical Workstation CPUs: Replace 4, Rebuild 2, Upgrade 2 Laptops at a reduced cost of approx. \$1400 from original quote.						
*Purchase Win 7 Software Licenses and Upgrade OS Software to Windows 7						
\$\$\$	• OPTION 1: Replace Server With Dell Poweredge 840 Model Server (Approx. \$5K W/Quad Core Processor & 5 Yr. Life Span); Purchase Mission Critical Computer Equipment And Software; Postpone Cloud Migration And Continue Research And IT Strategic Planning.					
\$\$	• OPTION 2: Replace Server With Less Expensive Dell PowerEdge T420 Model (Approx. \$2K Or Less W/Standard 5 Day Wk/8am-6pm/Next Day Parts Warranty); Purchase Mission Critical Computer Equipment And Software ;Begin Calcloud Beta And RCSR Compatibility Testing.					
?	• OPTION 3: Operate With Existing Out Of Warranty Server; Accept Risk of Possible Failure and Downtime of up to a Week; Migrate Directly To CalCoud After Proper Beta Testing And Proven Compatibility With RCSR. Continue IT Strategic Planning (NOT RECOMMENDED)					

CONSIDERATIONS:

- Rossmoor is either equivalent or ahead of the technology curve when compared with 21 local municipalities of varying sizes. (See Cloud Services Adoption pie chart)
- Neighboring Municipalities are waiting for a cost saving consortium model solution like CalCloud.
- CalCloud is a local, state run solution offering data security, confidentiality, familiarity with e-discovery rules offering flexibility and customer control.
- **RCSR Proprietary Software may be incompatible with Cloud** . It is archaic , inefficient and needs to be replaced with more stable, effective application solutions.
- Our existing 5 year old computer equipment is considered to be a dinosaur in technology years.
- We still require computers to operate and do business; so those costs are unavoidable.
- Cloud Security comes at an additional cost and security management responsibilities are passed on to the consumer (us)
- It is nearly impossible to obtain an apples to apples cost comparison from the various Cloud Providers. Cloud Management services come at a premium.
- Doing business in the Cloud means mandatory internet access . We would be converted to technology renters vs. owners.

Elizabeth Deering

From: Ryan, Mike [MikeR@ci.brea.ca.us]
Sent: Wednesday, March 12, 2014 3:11 PM
To: Elizabeth Deering
Cc: Brea IT
Subject: FW: You're Invited to the Los Angeles CalCloud Overview Session

Hi Liz,

Just to keep you up to date on the CalCloud, they are having a Overview Session in Alhambra on 3/25, I will be attending this so I can have the most up to date info for you. I do want you to know I have seen some preliminary monthly costs and they are rather high. From what I gather they are gearing this Cloud to larger networks that are running multiple servers in a virtual environment. From what I have seen the smallest server would run around \$8K per year, again these are preliminary figures and I will have more concrete information after the session.

Mike

From: Pilgrim, Traci@CIO [<mailto:Traci.Pilgrim@STATE.CA.GOV>]
Sent: Wednesday, March 12, 2014 10:13 AM
To: OTECH_EVENTS@LISTSERV.STATE.CA.GOV
Subject: You're Invited to the Los Angeles CalCloud Overview Session

If you have trouble viewing this message please [click here](#)



CalCloud Overview Session

March 25, 2014 8:00 am - 11:45 am

The Office of Technology Services (OTech) would like to invite you to attend an in-depth overview session on its new CalCloud "on-premise, multi-tenant, and vendor managed private cloud" service.

CalCloud is the next generation infrastructure used by OTech customers to implement systems in a scalable, rapidly provisioned and cost effective manner.

Session Discussion Topics:

- CalCloud Service Overview
- Detailed information on security
- Rates
- Q & A Session

Registration:



Location

Department of Public Works Headquarters
900 S. Fremont Avenue,
Conference Room A
Alhambra, CA 91803
[View Map](#) | [Parking](#)

Breakfast provided.

Please bring a valid ID, early arrival is suggested.



For all inquiries regarding registration for the CalCloud Overview Session, please contact Traci Pilgrim at Traci.Pilgrim@state.ca.gov

**Service Menu:
Base Server Packages**

BUNDLE SIZE	CCU*	MEMORY (GB)	STORAGE
Small	2 Core	4 GB	90 GB
Medium	4 Core	8 GB	90 GB
Large	8 Core	16 GB	90 GB
Extra-Large	16 Core	32 GB	90 GB

*A CCU is equivalent to the capacity of 1 GHz of a single CPU Core.

Once a pre-defined server package is chosen, it can be enhanced in a multitude of ways. All of the below options can be added to any bundle:

Extras

- Disaster Recovery
- Storage and Memory
- Backup / Recovery

DCS is looking for Early Adopters for the CalCloud Service. To become an Early Adopter, please submit a DCS CSS Service Request. For information on becoming an Early Adopter please see contact information below.

Interested in more information?
Send an e-mail to the CalCloud Project team at:
CIOCalCloud@state.ca.gov
Or contact your DCS Account Representative.



*IBM
Contract
E-Discovery Rules*

Cloud computing enables convenient, on-demand access to a shared pool of configurable resources that can be rapidly provisioned and released with minimum effort or interaction.

CalCloud includes:

- ✓ Rapid Provisioning
- ✓ Low Cost
- ✓ More Customer Control

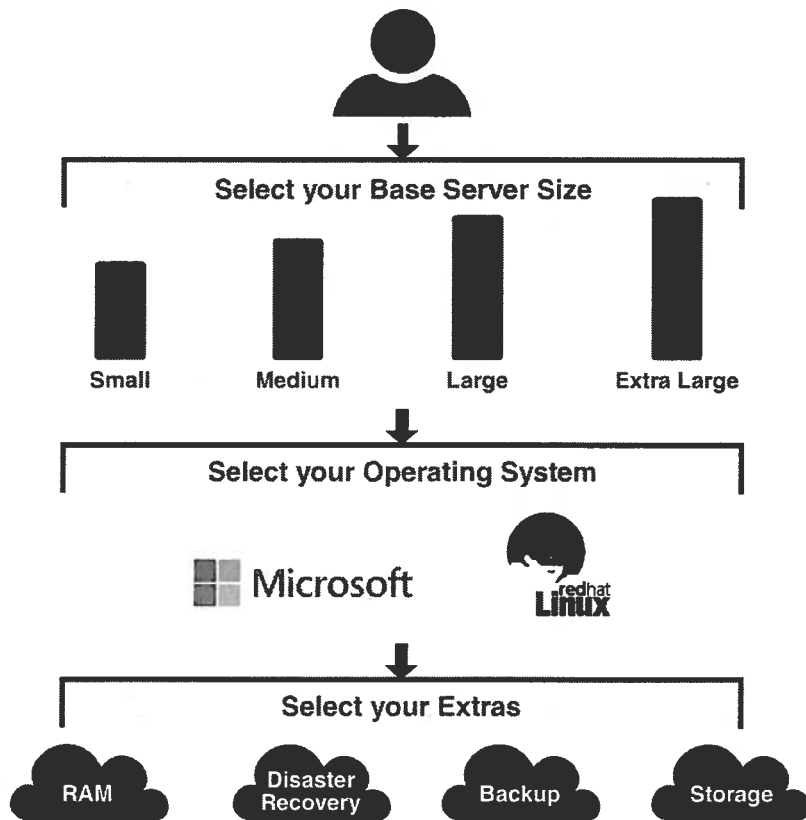


California
DEPARTMENT OF TECHNOLOGY

How Does CalCloud Work?

CalCloud offers a user-facing portal that provides you with the ability to customize your server needs. With the use of the portal, you start with a base server bundle and select your options to fit your organization's needs.

Several options at your fingertips!



How is CalCloud different?

Enhanced Scalability

CalCloud offers a customer-facing portal providing you with more control of your server environment. You will have the ability to provision or de-provision your resources as you wish.

***Buy what you want.
Grow when you're ready!***

Shortened Implementation Timeframes

Provisioning can be completed rapidly. Turnaround time to get a new server has been reduced from months to a couple of hours.

No Capital Expenditure Required

The use of shared infrastructure eliminates the need for capital expenditure. All customers are charged on a subscription basis so you will never be surprised by charges on your monthly bill.

With CalCloud, you can be assured that your data is secure and confidential.

CalCloud

Description:

Cloud computing enables **convenient**, on-demand access to a shared pool of configurable resources that can be **rapidly** provisioned and released with minimum effort or interaction. With CalCloud, you can be assured that your data is **secure** and **confidential**.

CalCloud includes:

- Automatic Replication
- 99.95% Availability
- 24x7 Monitoring

Service Menu & Pricing Model:

Base Server Packages

BUNDLE SIZE	CCU	MEMORY (GB)	STORAGE
Small	2 Core	4 GB	90 GB
Medium	4 Core	8 GB	90 GB
Large	8 Core	16 GB	90 GB
Extra-Large	16 Core	32 GB	90 GB

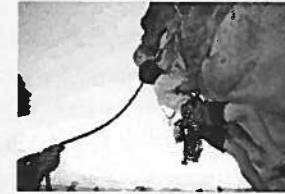
Once a pre-defined server package is chosen, it can be enhanced in a multitude of ways. All of the below options can be added to any bundle:

Extras

- DR
- Storage and Memory
- Backup / Recovery

How is CalCloud different?

Enhanced Scalability



CalCloud offers a customer-facing portal providing you with more control of your server environment. You will have the ability to provision or de-provision your resources as you wish.

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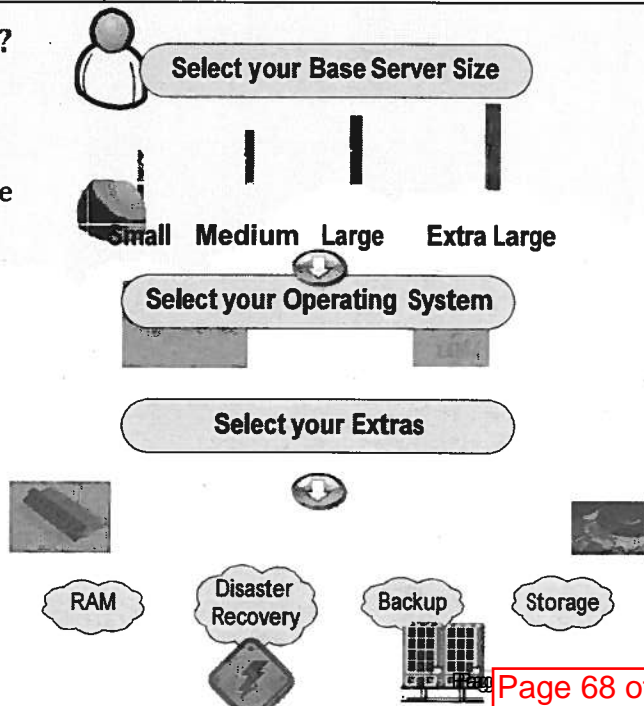


The use of shared infrastructure eliminates the need for capital expenditure. All customers are charged on a subscription basis so you will never be surprised by charges on your monthly bill.

How Does CalCloud Work?

CalCloud offers a user facing portal that provides you with the ability to customize your server needs.

With the use of the portal, you start with a base server bundle and customize to fit your organization's needs.



Customization is at your fingertips!

HYBRID VS. CLOUD PROVIDER COST COMPARISON ANALYSIS



PRELIMINARY COST DATA	Brea IT Hybrid	CalCloud	IBM Softlayer	Dell Cloud	Amazon Cloud	Rackspace
*Per Month Average	\$1,257	\$667	\$1,859	\$800	\$1,000	\$0.00
*Per Year Average	\$15,084.00	\$8,000.00	\$22,309.20	\$9,600	\$12,000	\$0.00
*Computer Equip Upgrade	\$2,196.00	0	0	0	0	
*IT Services (assumed 1/2)		\$440.00	\$440.00	\$440.00	\$440.00	\$440.00
Migration Costs-TBD		Usually through separate vendor				
Bandwidth Costs-Estimate	0	\$120.00	\$120.00	\$120.00	\$120.00	\$120.00
Consulting Fees-more TBD	0	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00
Cloud Research-160hr estimate	0	\$3,840.00	\$3,840.00	\$3,840.00	\$3,840.00	\$3,840.00
2014 TOTAL	\$17,280	\$12,900.00	\$27,209.20	\$14,500.00	\$16,900.00	Pending
w/o addition of upgrade	\$15,084.00					

NOW	Monthly	Yearly
Brea IT Contract	\$880	\$10,560
Mozy Pro Cloud Storage	\$76	\$912
FatCow Hosting/Email	\$180	\$2,160.00
Domain Privacy	\$1	\$12.49
Verizon FIOS Internet	\$120.00	\$1,440.00
Dropbox	\$0	\$0
TOTAL	\$1,257	\$15,084
*Upgrade Ammortized 5yrs.	\$183	\$2,196
REVISED TOTAL	\$1,441	\$17,280

MISC CLOUD FEES
Bandwidth
Antivirus/Spyware
Security
App Vendor Subscriptions (i.e. Fund Balance, Adobe)
Managed Services
Printing
Web Hosting

- *Ammortize Comp Equip Upgrade Costs over 5 yrs.
- *Not based on a true apples-to-apples comparison.
- *Assumed at 1/2 as much support @\$105 hr.

MISC FEES
Software Licensing
Antivirus

Proposal No. 1074626: "KriOpr20140228200047"

Prepared for:

Kristopher Opray
 klopray@us.ibm.com
 SoftLayer
 4849 Alpha Road
 Dallas, TX 75244
 360-566-7270

Important Messages

Proposal is valid until 12:00 a.m. CST (GMT -5) on 07 Mar 2014
 This proposal is subject to the master service agreement which can be found at: <http://www.softlayer.com/legal/standard-msa>

Contact Us

SoftLayer Technologies, Inc.
 4849 Alpha Road
 Dallas, TX 75244
 www.softlayer.com

Sales

sales@softlayer.com
 1-866-398-7638
 1-214-442-0602

Description	Recurring Fee	Recurring Tax	One-Time Fee	One-Time Tax
Server: Single Processor Quad Core Xeon 1270 V3 - 3.50GHz (Haswell) - 1 x 8MB	\$ 209.00	\$ 13.79	\$ 0.00	\$ 0.00
Datacenter: San Jose 1 (sjc01)				
EVault Plugin: EVault Plugin - BMR (Bare Metal Restore)	\$ 20.00	\$ 1.32	\$ 0.00	\$ 0.00
Operating System: Windows Server 2008 R2 Standard Edition (64bit)	\$ 20.00	\$ 1.32	\$ 0.00	\$ 0.00
Ram: 8 GB DDR3 1333	\$ 48.00	\$ 3.17	\$ 0.00	\$ 0.00
Disk Controller: RAID	\$ 50.00	\$ 3.30	\$ 0.00	\$ 0.00
First Hard Drive: 1.00TB SATA II	\$ 42.00	\$ 2.77	\$ 0.00	\$ 0.00
Second Hard Drive: 1.00TB SATA II	\$ 42.00	\$ 2.77	\$ 0.00	\$ 0.00
Third Hard Drive: 1.00TB SATA II	\$ 42.00	\$ 2.77	\$ 0.00	\$ 0.00
Fourth Hard Drive: 1.00TB SATA II	\$ 42.00	\$ 2.77	\$ 0.00	\$ 0.00
Public Bandwidth: 20000 GB Bandwidth	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Uplink Port Speeds: 1 Gbps Public & Private Networks	\$ 20.00	\$ 1.32	\$ 0.00	\$ 0.00
Remote Management: Reboot / KVM over IP	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Primary IP Addresses: 1 IP Address	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
EVault: 2000GB EVault Disk to Disk Enterprise Backup	\$ 1,000.00	\$ 66.00	\$ 0.00	\$ 0.00
Anti-Virus & Spyware Protection: McAfee Total Protection - Windows	\$ 5.00	\$ 0.33	\$ 0.00	\$ 0.00
Monitoring: Host Ping and TCP Service Monitoring	\$ 5.00	\$ 0.33	\$ 0.00	\$ 0.00
Notification: Email and Ticket	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Response: Automated Notification	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Hardware & Software Firewalls: 1000Mbps Hardware Firewall	\$ 199.00	\$ 13.13	\$ 0.00	\$ 0.00
VPN Management - Private Network: Unlimited SSL VPN Users & 1 PPTP VPN User per account	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Vulnerability Assessments & Management: Nessus Vulnerability Assessment & Reporting	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Subtotals:	\$ 1,744.00	\$ 115.10	\$ 0.00	\$ 0.00
Quantity:	1	1	1	1
New Subtotals:	\$ 1,744.00	\$ 115.10	\$ 0.00	\$ 0.00
Order Subtotals:	\$ 1,744.00	\$ 115.10	\$ 0.00	\$ 0.00
Total Recurring:		\$		1,859.10
Total One-Time:		\$		0.00
Total:		\$		1,859.10

From: [Kristopher L Opray](#)
To: [Elizabeth Deering](#)
Subject: RE: Rossmoor Community Services (meeting recap)
Date: Thursday, March 13, 2014 3:43:58 PM

Hello Elizabeth,

The recurring costs are on a per month basis and as far as data migration goes, you will need to FTP your data from your existing data source onto the new SoftLayer platform.

Please let me know if I can answer any further questions.

Thanks,

KRISTOPHER OPRAY
Cloud Solution Sales Executive
IBM SmartCloud Enterprise / SoftLayer
IBM Global Technology Services (GTS)

Phone: 1-972-906-3621
E-mail: klopray@us.ibm.com

Find me on:  



1177 S Belt Line Rd
Coppell, TX 75019-4642
United States

▼ Elizabeth Deering ---03/13/2014 03:36:00 PM---Hello Kristopher, Yes, Thank you for the quote. I apologize for not getting back to you, but have b

From: Elizabeth Deering <ideering@rossmoor-csd.org>
To: Kristopher L Opray/Dallas/IBM@IBMUS,
Date: 03/13/2014 03:36 PM
Subject: RE: Rossmoor Community Services (meeting recap)

Hello Kristopher,

Yes, Thank you for the quote. I apologize for not getting back to you, but have been tied up with several projects. I did have one question, does "Total Recurring Costs" mean that it will be \$1859.10 per month? What would be the migration process? Please advise. Thank you.

Elizabeth Deering

Administrative Assistant
Rossmoor Community Services District
3001 Blume Drive, Rossmoor, CA 90720
562.430.3707

ideering@rossmoor-csd.org

www.rossmoor-csd.org

"Our pride is rooted in our urban forest."

Company: Rossmoor Community Services District	Address: 3001 Blume Drive Rossmoor, CA 90720	Date: 2/28/2014
Contact: Elizabeth Deering	Email: ldeering@rossmoor-csd.org	
Phone: 562-430-3707		

**** All customer information fields above MUST BE COMPLETED to place this order ****

The above Partner and Dell enter into this Order Form as of the date above to place an order with Partner for the following Service Offering(s):

TruCore Hosting		Qty	Billing Type	Rate	Extended Monthly Fee
Base Service	TruCore™ Performance Cloud Hosting Package (1 Physical Core (2.3Ghz), 8GB RAM, 500GB SAS Storage, 5Mbps Premium Bandwidth)	1	Monthly (Fixed)	\$399.00	\$ 399.00
	TruCore™ Compute (CPU) (1 Physical Core (2.3Ghz))	0	Monthly (Fixed)	\$114.00	\$ -
	TruCore™ RAM (GB) (1 GB Physical RAM)	0	Monthly (Fixed)	\$19.95	\$ -
Reserved Sub-Total:					\$ 399.00

Performance Storage		Qty	Billing Type	Rate	Extended Monthly Fee
Performance Tiers	Tier 1 - Real Time IOPs Pool - 100% SSD	0	Monthly (Fixed)	\$3.99	\$ -
	Tier 2 - Hybrid Performance Pool - 15% SSD - (DB, OLTP)	0	Monthly (Fixed)	\$1.06	\$ -
	Tier 3 - Performance Pool - 5% SSD - (VMStore, File Services)	0	Monthly (Fixed)	\$0.86	\$ -
	Tier 4 - Value Pool - SAS - (Long Term Storage)	500	Monthly (Fixed)	\$0.40	\$ 199.50
Reserved Sub-Total:					\$ 199.50

Private Cloud		Qty	Billing Type	Rate	Extended Monthly Fee
Private Cloud			See Detail Below		\$ -
Private Cloud (Reserved) Sub-Total:					\$ -

Add-on Services		Qty	Billing Type	Rate	Extended Monthly Fee
Additional Services			See Detail Below		\$ -
Add-on Sub-Total:					\$ -

Mark here to decline Auto Renew option*: <input type="checkbox"/>	Order Sub-Total:	\$ 598.50
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Please have an authorized representative sign below to acknowledge your agreement to the terms contained in this Order Form.	Term of Agreement 36 Months	Total Monthly Fee \$598.50
--	---------------------------------------	--------------------------------------

Currency: USD

CUSTOMER	Dell Marketing L.P.
By: _____	By: <u>Scott E. Bialek</u>
Name & Title: _____	Name & Title: <u>Scott E. Bialek, Director/Contracts</u>
Date: _____	

* Customer's access to and use of the Service will automatically expire at the end of the term specified on this Order Form if the auto renewal option is declined. If the auto renew option is declined and Customer nonetheless desires to renew the Service, Customer must submit a signed Change Order Form for the applicable Service and deliver such signed Order Form to Dell at least thirty (30) days prior to the expiration of the then-current term.

ORDER FORM TERMS AND CONDITIONS

1. Terms & Conditions: This Order Form lists the services ("Services") you are purchasing from Dell that will be performed by a member of Dell's cloud partner program. This Order Form and the Services are governed by and subject to Dell's Cloud Solutions Agreement (<http://www.Dell.com/cloudterms>), which is incorporated by reference in its entirety.
2. Service Descriptions & Service Level Agreements: The Services are more fully described at <http://www.scalematrix.com/dell/service-description/> and are subject to the service level agreements set forth at <http://www.scalematrix.com/dell/sla>. You may also contact your Dell sales representative for assistance with obtaining any of these documents.
3. This Order Form may be executed in counterparts, and all such counterparts shall together constitute one and the same instrument. An electronic copy (facsimile or PDF/image file) of an executed counterpart of this Order Form shall be sufficient to evidence the binding agreement of each party to the terms hereof.
4. The billing start date will begin once Customer has been onboarded by Dell's cloud partner.
5. Dell reserves the right to cancel orders as a result of pricing or other errors.
6. By signing and submitting this Order Form, Customer acknowledges having read, and agrees to be bound by, these terms and conditions. Dell may reject this Order Form and decline to accept your order if: (1) the signatory does not have the authority to bind Customer to this Order Form, (2) changes have been made to this Order Form (other than completion of the requested information and the signature block) or (3) the requested information or signature block is incomplete or does not align with the other information contained in the Order Form.

THANK YOU FOR YOUR BUSINESS

Company: Rossmoor Community Services District	Address: 3001 Blume Drive Rossmoor, CA 90720	Date: 2/28/2014
Contact: Elizabeth Deering	Email: ldeering@rossmoor-csd.org	
Phone: 562-430-3707		

**** All customer information fields above MUST BE COMPLETED to place this order ****

The above Partner and Dell enter into this Order Form as of the date above to place an order with Partner for the following Service Offering(s):

TruCore Hosting		Qty	Billing Type	Rate	Extended Monthly Fee
Base Service	TruCore™ Performance Cloud Hosting Package (1 Physical Core (2.3Ghz), 8GB RAM, 500GB SAS Storage, 5Mbps Premium Bandwidth)	0	Monthly (Fixed)	\$420.00	\$ -
	TruCore™ Compute (CPU) (1 Physical Core (2.3Ghz))	0	Monthly (Fixed)	\$120.00	\$ -
	TruCore™ RAM (GB) (1 GB Physical RAM)	0	Monthly (Fixed)	\$21.00	\$ -
Reserved Sub-Total:					\$ -

Performance Storage		Qty	Billing Type	Rate	Extended Monthly Fee
Performance Tiers	Tier 1 - Real Time IOPs Pool - 100% SSD	0	Monthly (Fixed)	\$4.20	\$ -
	Tier 2 - Hybrid Performance Pool - 15% SSD - (DB, OLTP)	0	Monthly (Fixed)	\$1.12	\$ -
	Tier 3 - Performance Pool - 5% SSD - (VMStore, File Services)	0	Monthly (Fixed)	\$0.91	\$ -
	Tier 4 - Value Pool - SAS - (Long Term Storage)	0	Monthly (Fixed)	\$0.42	\$ -
Reserved Sub-Total:					\$ -

Private Cloud		Qty	Billing Type	Rate	Extended Monthly Fee
Private Cloud			See Detail Below		\$ -
Private Cloud (Reserved) Sub-Total:					\$ -

Add-on Services		Qty	Billing Type	Rate	Extended Monthly Fee
Additional Services			See Detail Below		\$ 210.00
Add-on Sub-Total:					\$ 210.00

Mark here to decline Auto Renew option*: <input type="checkbox"/>	Order Sub-Total:	\$ 210.00
---	-------------------------	-----------

Please have an authorized representative sign below to acknowledge your agreement to the terms contained in this Order Form.	Term of Agreement 12 Months	Total Monthly Fee \$210.00
		Currency: USD

CUSTOMER	Dell Marketing L.P.
By: _____	By: <u>Scott E. Bialek</u>
Name & Title: _____	Name & Title: <u>Scott E. Bialek, Director/Contracts</u>
Date: _____	

* Customer's access to and use of the Service will automatically expire at the end of the term specified on this Order Form if the auto renewal option is declined. If the auto renew option is declined and Customer nonetheless desires to renew the Service, Customer must submit a signed Change Order Form for the applicable Service and deliver such signed Order Form to Dell at least thirty (30) days prior to the expiration of the then-current term.

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3. This Order Form may be executed in counterparts, and all such counterparts shall together constitute one and the same instrument. An electronic copy (facsimile or PDF/image file) of an executed counterpart of this Order Form shall be sufficient to evidence the binding agreement of each party to the terms hereof.
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THANK YOU FOR YOUR BUSINESS

Cloud Hosting: How Does it Really Work?

By [Jake Rocheleau](#). Filed in [Web 2.0](#)

[Cloud Hosting - INetUinetu.net/Cloud-Hosting](#) Managed Web Hosting Services Enterprise Hosting Like No Other

The Internet has expanded so quickly in just a couple of decades. This growth has also accompanied a tremendous uptick in technological advancement allowing Internet speeds to increase while server costs have dramatically fallen. I'm sure by now most of you have heard about hosting your files "within the cloud". More advanced hosting companies have begun to offer cloud hosting solutions. But what does this really mean?



(Image source: [Fotolia](#))

I'd like to spend some time looking further into the details of cloud hosting. How do you end up with a server cluster managing as a complete web host environment? How much do these generally cost? And is the cloud really where the future is taking us?

Many of these questions can be answered with just a bit of information. Let's first break down this idea of the "cloud" into more friendly terms.

Defining the Cloud

Technologists tend to provide an overly-complicated answer to the question "*what is the cloud?*". In the context of cloud hosting there is no physical object which you can point to and label as the cloud. It's more of an electronic structure where data is stored over many different computers and served up via a network connection, typically the Internet.



(Image source: [Fotolia](#))

When you get into cloud hosting these server farms behave as one large storage space and processor. The actual website data (such as HTML/CSS files, images, etc.) is spread out over a cluster of hard drives connected together, much like one virtual disk with tremendous capacity. Server clusters can provide a cloud setup with literally unlimited machines to run through. You could also build a cloud space with just 5-10, so the methodology is scalable to boot.

The Cloud vs. The Internet

Is there really a difference between these terms? The short answer is yes, but not by much. Reference to the cloud is usually a reference to one small piece of the whole Internet. But if you take into consideration that the Internet behaves as one macroscopic cloud system you start to see the idea more clearly.

In truth the infrastructure we're building today may be the underlying framework for our Internet of the future. Bandwidth speeds are only increasing while the price of data storage and transfer is dropping rapidly. The price of electricity is still enough to deter your average Joe from setting up his own personal cloud network, but for how long?



(Image source: [Fotolia](#))

The Internet and cloud hosting have both grown out of a necessity for connectivity between humans. It's a desire to simplify the most confusing aspects of our daily lives. I can imagine a future where the entire world population controls data flow to and from the cloud, a global Internet hierarchy. We will be free to connect and share data, stories, ideas, and most importantly communication!

Division of Computing Power

You may be wondering how the combination of multiple server environments will scale as any cloud system grows in size. The distribution of power and storage capacity is often controlled by a backend software OS/system.

The server admin would be able to log into the backend via terminal and check CPU load of all the machines, along with other vital system information. This process is called **virtualization** which provides a layer of abstraction between the software and hardware components. Cloud server administrators can easily optimize the cluster for storage efficiency, optimal energy usage, data backups and more.



(Image source: [Fotolia](#))

In the long run it's also a much cheaper solution than virtual or physical server plans. And since not every customer needs a server setup you can take on additional charges as a **Content Delivery Network**(CDN). Customers only pay for the bandwidth they use to deliver images, streaming music, and other large media files. Utility computing as this is referenced gained a lot of popularity from [Amazon Web Services](#).

Amazon Web Services

The most popular book seller on the Internet made a huge decision in 2006 to begin constructing a cloud-based server environment. The whole company placed a large investment into this technology and it paid off handsomely. Now the [AWS brand products](#) are seen everywhere and power hundreds of thousands of websites.



What makes Amazon different than other cloud-server providers is their progressive business structure. When setting up an AWS account you will only be charged for the amount of space required for your files. Such a scenario is similar with their [Simple Storage Service\(S3\)](#) where you can externally host your website data and quickly scale with increasing traffic over time.

Even better is the CDN counterpart known as [Amazon CloudFront](#). It's a web service built for speedy content delivery so you may [outsource](#) a lot of that computation from your own server. For full web hosting you should turn your attention towards [Elastic Compute Cloud\(EC2\)](#). Their services are certainly not for everybody but will fit perfectly with a small/medium business or startup. The staff is always reliable and you aren't over-paying for server space which isn't used.

The biggest downside is that you must understand server management and provide routine maintenance. The Amazon staff is always on hand to help, but ultimately you are responsible for updates to firewalls, Operating System patches, security bugs, etc. You need to understand how to setup and run a web server to get any real benefit from EC2. I recommend skimming over [this EC2 web server thread](#) which provides a solid list of pros/cons for developers.

Web Apps in the Cloud

I'd like to offer just a couple examples of popular cloud-based apps which have come out in recent years. The Internet has become a digital storage medium for transferring files all over the world. In one way this can be described as a move into the cloud and away from the limitations of physical devices.

You can tell just by the sheer power of these resources that developers are getting serious about cloud hosting. The computation power of multiple servers is one such idea. But in-browser apps

with free file storage and data manipulation are beginning to dig their nails into some of the largest software companies. This just may be the start of a huge revolution in the whole technology industry!

Google Documents

I was originally a huge fan of Gmail when Google first put out the service. With each account they included about 2GB of free server space for e-mail attachments. Now the company has taken another step forward building the [Google Docs](#) engine.

Even five years ago the Microsoft Office suite was the most powerful desktop software for document processing, spreadsheets, slideshows, and other powerful media. Kids in high school and college have grown up writing their essays in Microsoft Word. With the public release of Google Documents anybody with a Google account can begin storing docs into their own private cloud space.



You have the ability to further organize these files into folder directories with are labeled **collections**. Even better the whole service has built-in functionality for uploading documents into your account and even exporting via a variety of file extensions. Exports are limited at 2GB per batch and include support for HTML, PDF, RTF, MS Word, and a few other options. This makes Google Docs the most open and supportive protocol for professional document editing – and it's completely free!

Quick Data Sharing

I remember building websites back in 2006 where my partner and myself would frequently have to exchange files between computers. Back then it was much easier to utilize our USB flash drives since there were not nearly as many resources on the Internet. Yet today we practically have a smorgasbord of options to choose from!



[Dropbox](#) is a service which has been getting the most popularity in recent publications. It has a real simple install process which behaves as a network drive connected to your own personal space on their servers. Free users are given 2GB to start with and you can always purchase more space. I feel that [Dropbox](#) does work well enough, but I personally love the simplicity of [CloudApp](#). Plus bonus points for the trendy topic-related name!

CloudApp actually runs through Amazon S3 hosting while providing a simplistic web user interface as the go-between. Not only desktop & laptop computers, but CloudApp's [API developer documentation](#) is phenomenal and has led to a few [mobile apps](#) for iOS, Android, and BlackBerry phones. Mac OSX users can also check the App Store for a download/upload utility which connects right into your account.



CloudApp is a much more recognizable solution for your average Internet user. Amazon services can get confusing to the less tech-savvy who don't really need all their fancy applications. CloudApp simplifies the whole process and even offers very generous portions with their free plan. Additionally each upload is provided a unique short URL for sharing files to friends and colleagues.

Where to Go from Here?

These applications provide just a small outlook towards the many prospects of cloud hosting. As web developers become privy to the details of building scalable environments the cloud-based server structures will begin to revolutionize the Internet and web design.

Just imagine the possibilities of running a Photoshop or GIMP-like application directly within your web browser. Your computer or laptop would not be using much of its resources at all, since the computing power would be outsourced into servers within the cloud. We already see this setup with [e-mail services](#), [photo editing](#), and definitely [instant messaging](#).



(Image source: [Fotolia](#))

To further your knowledge and understanding about the cloud I recommend hitting Google with some specific questions. If you're more interested in hosting your website within a cloud environment check out [this great review article](#) covering some of the top-tier cloud hosts. I've additionally added some reading material below which you can peruse through at your leisure.

Additional Links

- [4 Reasons why Cloud Computing is Efficient](#)

- [Mapping Applications to the Cloud](#)
- [Top Cloud Hosting Providers](#)
- [Cloud Hosting and Security Demystified](#)
- [What does it take to setup a Cloud?](#)
- [Cloud Computing: Best Practices](#)

Conclusion

Cloud hosting is the most notable improvement to physical server farms that we've ever seen. Unfortunately the knowledge required to build such a setup is still very archaic, but it's gaining momentum quickly. The mainstream tech sphere is booming with news about cloud computing and its massive efficiency in energy consumption.

I hope this article has explained some of the more confusing ideas surround the mystical "cloud" of web storage. Our whole Internet is based on a similar cloud model which has worked well even into 2011. What the future will bring I cannot say. But I am excited to experience these innovations and see what the next generation holds.

[Skip to content pane](#) [MEET WINDOWSDOWNLOAD & SHOPHOW-TOSUPPORT](#)
[Sign in](#)

Support is ending soon

On April 8, 2014, support and updates for Windows XP will no longer be available. Don't let your PC go unprotected.

What is Windows XP end of support?

Microsoft has provided support for Windows XP for the past 12 years. But now the time has come for us, along with our hardware and software partners, to invest our resources toward supporting more recent technologies so that we can continue to deliver great new experiences.

As a result, after April 8, 2014, technical assistance for Windows XP will no longer be available, including automatic updates that help protect your PC. Microsoft will also stop providing [Microsoft Security Essentials](#) for download on Windows XP on this date. (If you already have Microsoft Security Essentials installed, you will continue to receive antimalware signature updates for a limited time, but this does not mean that your PC will be secure because Microsoft will no longer be providing security updates to help protect your PC.)

If you continue to use Windows XP after support ends, your computer will still work but it might become more vulnerable to security risks and viruses. Also, as more software and hardware manufacturers continue to optimize for more recent versions of Windows, you can expect to encounter greater numbers of apps and devices that do not work with Windows XP.

[What does it mean if my version of Windows is no longer supported?](#)

[Which version of Windows am I running?](#)

How do I stay protected?

To stay protected after support ends, you have two options:

Upgrade your current PC

Very few older computers will be able to run Windows 8.1, which is the latest version of Windows. We recommend that you download and run the Windows Upgrade Assistant to check if your PC meets the [system requirements](#) for Windows 8.1 and then follow the steps in the tutorial to upgrade if your PC is able. For more detailed information, [read the FAQ](#).

- [Download and run the Windows Upgrade Assistant](#)
- [Tutorial: Upgrade to Windows 8.1 from Windows XP](#)

Get a new PC

If your current PC can't run Windows 8.1, it might be time to consider shopping for a new one. Be sure to explore our great selection of new PCs. They're more powerful, lightweight, and stylish than ever before—and with an average price that's considerably less expensive than the average PC was 10 years ago.

[Find your perfect PC](#)

How do I move all my Windows XP stuff to a new PC?

You can move your Windows XP stuff with Laplink, a free data migration solution that will walk you through all the steps to getting your files, settings, and user profiles from your Windows XP PC to your new Windows laptop, desktop, or tablet. (Note that you will need your Windows XP PC to migrate your data, and you can only migrate to a PC running Windows 7, Windows 8, or Windows 8.1.)

[Learn more](#)

What do I get with Windows 8.1?

Windows 8.1 makes it easy to do all the things you're used to doing with Windows XP while opening up a whole new world of possibilities for you to explore and enjoy.

[Find out about all the exciting things you can do with the new Windows](#)



Need more help?

[Using Windows XP for your business?](#)

Keep your business protected after Windows XP support ends.

[Support is also ending for Office 2003](#)

Learn more about Office 2003 end of support.

[Get Windows XP SP3](#)

Download this important update for Windows XP.

[Help from Microsoft](#)

Get assistance from a technical support professional.

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Other Microsoft sites



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- [IT professionals](#)
- [Small business](#)
- [Enterprise](#)
- [Students](#)

Software as a Service

With the Tyler Software as a Service (SaaS) solution, we will host and manage the Tyler applications from our facilities. We will provide the ongoing support, maintenance, and upgrades of the applications, hardware, and operating system.

You receive clear and concise documentation, defining all aspects of the relationship. You will receive a Contract (Commitment to Partner), a Statement of Work (clearly defines Scope, Roles, and Responsibilities of both partners), and a Service Level Agreement (Measurable Expectations of Performance).

Features

The Tyler SaaS model is reliable, available and secure. There are no code changes to the client or server without proper notification. It offers complete redundancy with no single point of failure. In addition, it utilizes data encryption and Virtual Private Networks (VPN) to transmit all data.

- **System Administration:** Tyler performs daily administrative tasks. We address the installation, upgrade, support and file maintenance of the Tyler application and database servers, operating system, database and application files.
- **Security Administration:** Tyler provides secure data transmission paths from each client workstation to the Tyler servers. User Ids, passwords and application access rights for the VPN and the Tyler application are administered by Tyler with the client's final approval.
- **Hardware Performance Maintenance:** Tyler supplies and maintains all necessary hardware required to provide workstation access to the Tyler applications at standard industry performance levels. All repairs, upgrades, and replacements to server hardware are the responsibility of Tyler.

- **Disaster Recovery & Fault Tolerance:** Tyler backs up all system & data files and stores them in a secure off-site location. We have fully redundant telecommunications access, electrical power, and required hardware to provide access to the Tyler applications in the event of a disaster or component failure.

Benefits

- **Easy Budgeting:** The lease is a set fee, flattening the peaks and valleys associated with the acquisition of software and services. Leasing dramatically lowers initial costs. It provides a consistent quarterly fee that can be easily budgeted for the duration of the agreement.
- **No Secondary Operational Fees:** No additional fees, such as maintenance and support are required.
- **Expandable:** Additional Tyler applications are easily added, as needed.
- **IT Management Reports:** Tyler supplies monthly management reports containing detailed information regarding access, usage, performance and availability for all hosted applications.

Why consider a SaaS solution?

It allows IT resources to work on more strategic initiatives. There are no server acquisition, upgrade and maintenance issues. No specialized skills are required such as UNIX, or NT Server administration.

It establishes a flat fee, for which it is easy to budget and plan.

Incode Subscription

The Power of Incode is within Your Reach

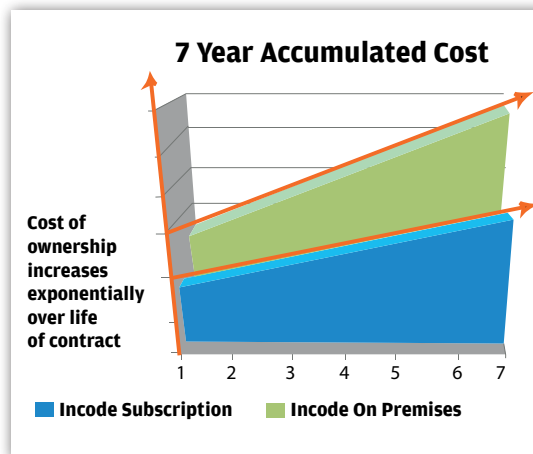
For the first time, the Incode product line of software solutions is available to you on a subscription basis, reducing up-front computer hardware costs and eliminating the need for dedicated IT staff. Incode Subscription provides full functionality without the burden of hosting, maintaining, or upgrading software or hardware. It is easy to implement and you pay a predictable annual fee based on the number of users.

Improve efficiency, accessibility & responsiveness with Incode Subscription

Nothing is more important than serving your community. Tyler's Incode integrated solutions deliver results, enabling local government to be more effective, accessible and responsive to citizens' needs. Incode Subscription lets you focus on them, while we manage the software that makes your job easier.

All you need is a secure Internet connection in your office. We host Incode Subscription in a highly secure environment. We handle regular administrative tasks, including installation, upgrades, support and file maintenance. We also keep the necessary servers, operating system, database, and application files updated and fine-tuned. You simply and securely access the system from your desk.

Tyler provides all the hardware you need for workstation access to the Incode systems at industry standard performance levels. That means we are responsible for all repairs, upgrades, and server replacements. We offer multilayered security profiles built into the infrastructure of Incode Subscription to keep you operational at all times. In addition, we handle system and data files backup and secure off-site storage in accordance with disaster recovery best practices.



Worry Free and Cost Effective

You don't pay to own the software or any of the hardware that goes along with Incode Subscription; instead you pay an annual subscription for its use, based on the number of users. Your system is hosted, managed and protected by experienced Tyler staff so your license, maintenance and operation costs are minimized and physical space requirements are reduced. Cost savings can be redeployed to fund other applications and operations.

...continued on reverse

Incode Subscription Advantages

- Eliminated upfront license fees
- Includes Tyler Online Training and Disaster Recovery
- Simplified remote access
- Reduced hardware infrastructure
- Reduced impact on IT staff
- Fixed costs
- Includes single, per-user fee (covers all purchased Incode suites)

Incode Subscription

The Right Tools for the Job

Because your needs are unique, you need a customized solution and it has never been easier or more cost-effective to choose the solution that works for you. Exclusive to Incode Subscription, you select the suites you need up front—Financial, Court & Public Safety, Citizen Services and Document Management—and you automatically receive the corresponding modules free, paying only a per-user fee. And if your needs change you can purchase a new module with just a phone call.

Unmatched Customer Support and Service

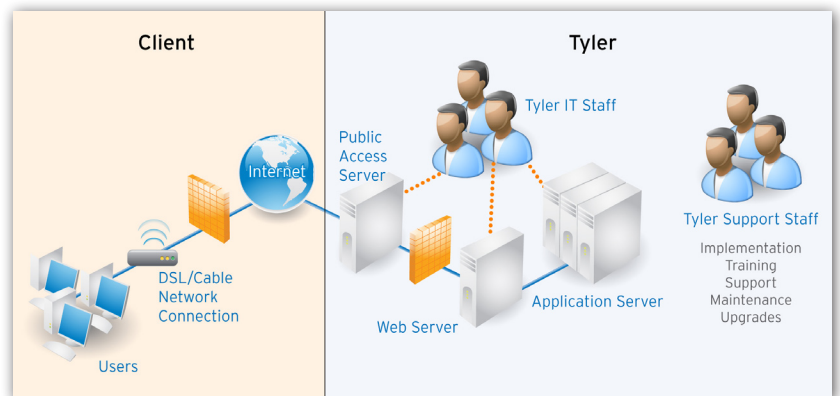
Tyler's exceptional Incode team possesses the knowledge and understanding of our clients' specific needs. Our dedicated support and training staff are comprised of former municipal staffers and city employees, financial directors, clerks, judges, and court administrators. We hire and retain professionals with former public sector experience to bring us valuable insights from a client perspective.

That unique client perspective offers Incode software users unmatched software support, implementation, training and more. We offer clients superior support with resources such as a toll-free hotline, e-mail access, direct phone support, and even an entire website dedicated solely to Incode customer support. Additionally, we offer regular updates, on-going development and continuing education.

An Integrated Solution

The Tyler Incode product line includes solutions for financial management, citizen services, court and justice, public safety, and document management. Incode is specifically designed with the local government in mind. Offering an impressive breadth of integrated software solutions, Incode product suites offer local governments a single-vendor solution.

Incode products deliver results, enabling local governments to be more effective, accessible, and responsive to citizens' needs. In fact, Tyler is so confident in our Incode family of products and services that we encourage you to contact our satisfied users to inquire about our products, support and service.





TOTAL COST OF OWNERSHIP ANALYSIS

5 YEAR SPAN

	2014	2015	2016	2017	2018	TCO TOTAL
Brea IT-Hybrid Solution	\$4,524.00	\$4,524.00	\$4,524.00	\$4,524.00	\$4,524.00	
IT Services (per yr.)	\$10,560.00	\$10,560.00	\$10,560.00	\$10,560.00	\$10,560.00	
Computers/In House Server	\$11,000.00					
Total Annual Cost	\$26,084.00	\$15,084.00	\$15,084.00	\$15,084.00	\$15,084.00	\$86,420.00
*✓Cal Cloud	\$9,300.00	\$9,300.00	\$9,300.00	\$9,300.00	\$9,300.00	
IT Services (per yr.)	\$5,280.00	\$5,280.00	\$5,280.00	\$5,280.00	\$5,280.00	
Computer Hardware	\$8,500.00					
Total Annual Cost	\$23,080.00	\$14,580.00	\$14,580.00	\$14,580.00	\$14,580.00	\$81,400.00
*IBM Softlayer	\$23,609.20	\$23,609.20	\$23,609.20	\$23,609.20	\$23,609.20	
IT Services (per yr.)	\$5,280.00	\$5,280.00	\$5,280.00	\$5,280.00	\$5,280.00	
Computer Hardware	\$8,500.00					
Total Annual Cost	\$37,389.20	\$28,889.20	\$28,889.20	\$28,889.20	\$28,889.20	\$152,946.00
*Dell (Incomplete Quote)	\$10,900.00	\$10,900.00	\$10,900.00	\$10,900.00	\$10,900.00	
IT Services (per yr.)	\$5,280.00	\$5,280.00	\$5,280.00	\$5,280.00	\$5,280.00	
Computer Hardware	\$8,500.00					
Total Annual Cost	\$24,680.00	\$16,180.00	\$16,180.00	\$16,180.00	\$16,180.00	\$89,400.00
*Amazon	\$13,300.00	\$13,300.00	\$13,300.00	\$13,300.00	\$13,300.00	
IT Services (per yr.)	\$5,280.00	\$5,280.00	\$5,280.00	\$5,280.00	\$5,280.00	
Computer Hardware	\$8,500.00					
Total Annual Cost	\$27,080.00	\$18,580.00	\$18,580.00	\$18,580.00	\$18,580.00	\$101,400.00

*Does not include migration costs, beta testing or training, or mapping RCSR and Financial Software Systems to the Cloud

E.Deering 2014

✓Cal Cloud is currently unavailable

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM H-3

Date: April 8, 2014
To: Honorable Board of Directors
From: Budget Committee
Via: General Manager
Subject: RENEWAL OF HTGROUP CONSULTING AGREEMENT

RECOMMENDATION:

Receive the report and approve the recommendations of the Committee for renewal of the HTGroup Consulting Agreement and authorize General Manager to execute Agreement.

BACKGROUND:

The current Agreement is set to expire on April 23, 2014. HTGroup has submitted a revised agreement which is deemed more consistent with the current needs of the District and consultant.

The Committee met on March 27, 2014 to review the proposed agreement presented by the HTGroup. The current and proposed agreements are attached, as well as, the report and materials reviewed by the Committee. The basic changes include a reduction in hours from 28 to 20 per week, a maximum schedule of 36 weeks, a compensation rate of \$85 per hour from \$65 per hour and a change in reporting to the General Manager instead of the Board President.

The Committee was informed that the total compensation amounts for the current and proposed agreements were unchanged and were also accounted for in the current and proposed District budgets. After discussion, the Committee recommended approval by the Board of the proposed Agreement.

ATTACHMENTS:

1. Budget Committee Agenda Item C-2 dated March 27, 2014.

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM C-2

Date: March 27, 2014
To: Budget Committee
From: General Manager
Subject: DISCUSSION WITH GENERAL MANAGER RE: RENEWAL OF HTGROUP CONSULTING AGREEMENT

RECOMMENDATION:

Review and make recommendations to the Board regarding the renewal of the HTGroup consulting agreement.

BACKGROUND:

The current agreement is set to expire on April 23, 2014 and is attached. Also attached is HTGroup's proposed agreement with a memorandum to the Committee outlining proposed changes. The proposed agreement has been reviewed by the General Manager and General Counsel.

ATTACHMENTS:

1. Current Professional Services Agreement for HTGroup
2. Proposed Professional Services Agreement for HTGroup
3. HTGroup Memorandum dated March 27, 2014 to the Budget Committee re: Amended and Restated Agreement with HTGroup.

**ROSSMOOR COMMUNITY SERVICES DISTRICT
PROFESSIONAL SERVICES AGREEMENT**

1. Parties and Date.

This Professional Services Agreement ("Agreement") is made and entered into this 23rd day of April, 2013 by and between the **Rossmoor Community Services District (the "District")** and **HTGroup, (the "Consultant")**. The District and the Consultant are sometimes individually referred to in this Agreement as "Party," and collectively as "Parties."

2. Recitals.

2.1 Consultant.

The Consultant desires to perform and assume responsibility for the provision of certain professional services required by the District on the terms and conditions set forth in this Agreement.

2.2 Project.

The District desires to engage the Consultant to render such services as set forth in this Agreement.

3. Term.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. The Consultant promises and agrees to furnish to the District all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional consulting services necessary for the completion of the services set forth in this Agreement ("Services"). The Services are more particularly described in Exhibit "A" attached to this Agreement and incorporated into this Agreement by this reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibit attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be one (1) year, commencing on April 23, 2012, and may be terminated in accordance with this Agreement. The Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

3.2 Responsibilities of Consultant.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by the Consultant or under its supervision. The Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. The District retains the Consultant on an independent contractor basis and

not as an employee. The Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of the Consultant shall also not be employees of the District and shall at all times be under the Consultant's exclusive direction and control. The Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. The Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Scope of Services. The Consultant shall perform the Services expeditiously, and with the highest level of skill and professionalism. The Consultant represents that it has the professional and technical skill and expertise required to perform the Services in conformance with the conditions set forth in this Agreement. In order to facilitate the Consultant's conformance with the Scope of Services, the District shall respond to the Consultant's submittals in a timely manner. Upon request of the District, Consultant shall provide a more detailed schedule of anticipated performance to meet the Scope of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by the Consultant shall be subject to the approval of the District.

3.2.4 Substitution of Key Personnel. The Consultant has represented to the District that certain key personnel will perform and coordinate the Services under this Agreement. Should such personnel become unavailable, the Consultant may substitute other personnel of at least equal competence upon prior written consent of the District's Board of Directors. In the event that the District and the Consultant cannot agree to the substitution of key personnel, the District shall be entitled to terminate this Agreement immediately for cause. As discussed below, any personnel who fail or refuse to perform the Services in accordance with this agreement and in a manner acceptable to the District, or who are determined by the District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Services or a threat to the safety of persons or property, shall be promptly removed from the project by the Consultant at the request of the District. The key personnel for performance of this Agreement are as follows: Henry Taboada.

3.2.5 District's Representative. The District hereby designates the President of its Board of Directors, or his or her designee, to act as its representative for the performance of this Agreement (the "District's Representative"). The Consultant shall not accept direction or orders from any person other than the District's Representative or his or her designee or as otherwise determined by the Board of Directors. Any direction from the District Representative must be duly authorized by the Board of Directors.

3.2.6 Consultant's Representative. The Consultant hereby designates Henry Taboada or his designee, to act as its representative for the performance of this Agreement (the "Consultant's Representative"). The Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and

attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. The Consultant agrees to work closely with District staff in the performance of Services and shall be available to District's staff, consultants and other contractors at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. The Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. The Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. The Consultant warrants that any employees and subcontractors authorized by the District's Board of Directors shall have sufficient skill and experience to perform the Services assigned to them.

3.2.9 Laws and Regulations. The Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without obtaining prior written approval from the District, the Consultant shall be solely responsible for all costs arising therefrom.

3.2.10 Safety. The Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of Consultant's employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; and (B) instructions in accident prevention for the Consultant's employees and subcontractors.

3.3 Fees and Payments.

3.3.1 Compensation. The Consultant shall receive compensation for all Services rendered under this Agreement at the rate of Sixty Five Dollars (\$65.00) per hour, not to exceed twenty eight (28) hours per week unless additional hours are approved, in writing, by the District's Representative. The compensation paid to the Consultant shall include all necessary and customary incidental expenses normally billed by a consulting firm. Consultant hereby agrees that it is responsible for payment of any taxes associated with its receipt of compensation received by it pursuant to this Agreement.

3.3.2 Payment of Compensation. The Consultant shall submit to the District a monthly itemized statement which indicates work completed and hours of Services rendered by the Consultant. The statement shall describe the project worked on, the work performed, the date the work was performed, and amount of time. The District shall, within fourteen (14) days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Extra Work. At any time during the term of this Agreement, the District may request that the Consultant perform Extra Work. As used herein, "Extra Work" means any

work which is determined by the District to be necessary for the proper completion of the Services, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. The Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the District's Representative.

34 Accounting Records.

3.4.1 Maintenance and Inspection. The Consultant shall maintain complete and accurate records with respect to all expenses incurred in the provision of the Services under this Agreement. All such records shall be clearly identifiable. The Consultant shall allow a representative of the District during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. The Consultant shall allow inspection of all work, data documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.5 Insurance

3.5.1 Consultant, at its sole cost, shall purchase and maintain the following insurance policy on all of its operations under this Agreement: General Liability. District, their officers and employees, shall be named as an additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement.

36 General Provisions.

3.6.1 Termination of Agreement.

3.6.1.1 Grounds for Termination. Except as otherwise provided hereinafter, the District or the Consultant may terminate this Agreement, at any time, and with or without cause, by giving written notice to the other party of such termination no less than sixty (60) days prior to the effective date of the termination. Should the District terminate the Agreement without cause, it will compensate the Consultant for the remainder of unexpired 60-day period. Should the District terminate the Agreement for cause, it shall have no obligation, whatsoever, to compensate Consultant for the remainder of the unexpired 60-day period. Termination for cause is defined as follows:

- (a) A willful breach of this Agreement.
- (b) Habitual neglect of duties required to be performed under this Agreement.
- (c) Any acts of dishonesty, fraud, misrepresentation or other acts of moral turpitude.
- (d) Refusal or failure to act as required by this Agreement.

Upon termination, the Consultant shall be compensated only for those services which have been adequately rendered to the District, and the Consultant shall be entitled to no further

compensation.

3.6.1.2 Effect of Termination. If this Agreement is terminated as provided in this Agreement, the District may require the Consultant to provide all finished or unfinished Documents and Data (as that term is defined in Section 3.6.3.1 below) and other information of any kind prepared by the Consultant in connection with the performance of Services under this Agreement. The Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

3.6.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided in this Agreement, the District may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

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

Consultant:

HTGroup
239 Campo Drive
Long Beach, California 90803
Attn: Henry Taboada

District:

Rossmoor Community Services District
3001 Blume Drive
Rossmoor, CA 90720
Attn: President of the Board of Directors

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

3.6.3 Ownership of Materials and Confidentiality.

3.6.3.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for the District to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by the Consultant under this Agreement ("Documents & Data"). The Consultant shall require all subcontractors to agree in writing that the District is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. The Consultant represents and warrants that the Consultant has the legal right to license any and all Documents & Data. The Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than the Consultant or provided to the Consultant by the District. The District shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at the District's sole risk.

3.6.3.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to the Consultant in connection with the performance of this Agreement shall be held confidential by the Consultant. Such materials shall not, without the prior written consent of the District, be used by the Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services. Nothing furnished to the Consultant which is otherwise known to the Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. The Consultant shall not use the District's name or insignia, photographs of the Services, or any publicity pertaining to the Services in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of the District.

3.6.4 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

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

3.6.6 Indemnification. The Consultant shall defend, indemnify and hold the District, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, expenses, liability, loss, damage or injury to property or persons, including wrongful death, in any manner arising out of or incident to any alleged negligent acts, omissions or willful misconduct of the Consultant, its officials, officers, employees, agents, consultants and contractors arising out of or in connection with the performance of the Services or this Agreement, including without limitation the payment of all

consequential damages, attorneys fees and other related costs and expenses. The Consultant shall defend, at the Consultant's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against the District, its directors, officials, officers, employees, agents or volunteers. The Consultant shall pay and satisfy any judgment, award or decree that may be rendered against the District or its directors, officials, officers, employees, agents or volunteers, in any such suit, action or other proceeding. The Consultant shall reimburse the District and its directors, officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity provided in this Agreement.

3.6.7 Entire Agreement . This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

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

3.6.9 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.6.10 District's Right to Employ Other Consultants. The District reserves right to employ other consultants in connection with the Services.

3.6.11 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

3.6.12 Assignment or Transfer. The Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the District. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.6.13 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to the Consultant include all personnel, employees, agents, and subcontractors of the Consultant, except as otherwise specified in this Agreement. All references to the District include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement

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

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

3.6.16 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

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

3.6.18 Prohibited Interests. The Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement. Further, the Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the District shall have the right to rescind this Agreement without liability. For the term of this Agreement, no director, member, officer or employee of the District, during the term of his or her service with the District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom. Consultant agrees not to undertake any other work that would result in a conflict of interest with the District or that would compromise any confidential information.

3.6.19 Equal Opportunity Employment. The Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex, age or membership in any other legally protected class under applicable law. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

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

3.6.21 Authority to Enter Agreement, The Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

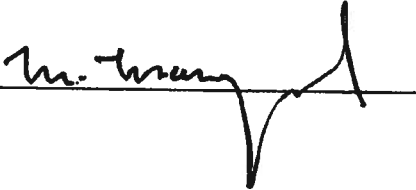
3.6.22 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.7 Subcontracting.

3.7.1 Prior Approval Required. The Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of the District's Board of Directors. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

ROSSMOOR COMMUNITY SERVICES
DISTRICT

HTGROUP

BY: 

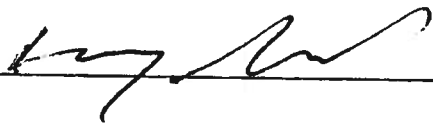
BY: 

Exhibit "A"

Scope of Services

Consultant will work closely with the District's President, Board of Directors and the General Manager in achieving the goals of the Board in maintaining the political integrity of the District and the quality of life of the Rossmoor community. Projects in this regard may include, but not be limited, to the following:

- 1. Providing the Board with advice on responding to any actions by the County of Orange to divide the District's Sphere of Influence for the purpose of annexation of all or part of Rossmoor by the City of Los Alamitos.**
- 2. Providing the Board with advice and a strategy regarding any General Plan Amendments of the City of Los Alamitos which are deemed to be not in the best interests of the District and/or the community of Rossmoor.**
- 3. Providing the Board with advice and a strategy for successfully navigating LAFCO's latent powers application process.**
- 4. Providing the Board with advice and strategies for responding to initiatives of the City of Seal Beach which are deemed to not be in the best interests of the District and/or the community of Rossmoor.**
- 5. Providing the District with advice on navigating the permitting process of Orange County for District capital projects.**
- 6. Interacting on behalf of the Board with residents, groups and organizations in Rossmoor in furtherance of District governance initiatives.**
- 7. Interacting on behalf of the Board with all levels of local government on issues affecting the governance of the District and/or the Rossmoor community.**
- 8. Providing assistance to the District's General Manager with management issues not specifically within the 'Scope of Work' of the General Manger's Employment Services Agreement.**
- 9. Proving management consulting on any aspect of the District's responsibilities or directives which are outside the scope of the staff's experience or background.**

10. Interacting with the District's other consultants or advocates on matters of mutual benefit to the District and/or the Rossmoor community.

11. Other projects requested by the Board.

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

This AGREEMENT is entered into this 8th day of April, 2014, by and between the ROSSMOOR COMMUNITY SERVICES DISTRICT, a California special district ("DISTRICT") and The HTGroup, LLC, a California Limited Liability Company ("CONSULTANT").

RECITALS

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

NOW, THEREFORE, based on the foregoing recitals, the District and the Consultant agree as follows:

1. CONSIDERATION AND COMPENSATION

- A. As partial consideration, CONSULTANT agrees to provide special projects under the supervision of the District General Manager and consistent with the goals established by the District Board;
- B. As additional consideration, CONSULTANT and DISTRICT agree to abide by the terms and conditions contained in this Agreement;
- C. As additional consideration, DISTRICT agrees to pay CONSULTANT at an hourly rate of \$85.00 per hour for a maximum of 20 hours per week for 36 weeks with a work schedule to be determined by the General Manager for CONSULTANT's services, unless otherwise specified by written amendment to this Agreement.
- D. No additional compensation shall be paid for any other expenses incurred, unless first approved by the District Manager or his designee.

- E. CONSULTANT shall provide an oral or written report to the District Manager by no later than the 10th day of each month describing the services performed during the previous month and shall consult with the District Manager to formulate a work plan outlining the tasks and goals for the current month. The DISTRICT shall pay the Consultant a monthly compensation by the 15th of each month.

2. SCOPE OF SERVICES.

- A. CONSULTANT will perform special projects under the supervision of the DISTRICT'S General Manager and consistent with goals established by the District Board.
- B. Except as herein otherwise expressly specified to be furnished by DISTRICT, CONSULTANT will, in a professional manner, furnish all of the labor, technical, administrative, professional and other personnel, all supplies and materials, equipment, printing, vehicles, transportation, office space, and facilities necessary or proper to perform and complete the work and provide the professional services required of CONSULTANT by this Agreement.
- C. CONSULTANT shall devote a minimum of 60 hours of labor per month performing the special project services required under this Agreement and shall maintain records of time spent performing assigned tasks.

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

4. TIME OF PERFORMANCE. The services of the CONTRACTOR are to commence upon execution of this Agreement and shall continue until April 1 2015 unless extended in writing by the DISTRICT.

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

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

7. TERM OF AGREEMENT. The term of this Agreement shall commence upon execution by both parties and shall expire on April 1 2015, unless earlier termination occurs under Section 12 of this Agreement, or extended in writing in advance by both parties.

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

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

10. PERMITS AND LICENSES. CONTRACTOR will obtain and maintain during the term of this Agreement all necessary permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

11. TERMINATION.

- A. Except as otherwise provided, DISTRICT may terminate this Agreement at any time with or without cause. Notice of termination shall be in writing.
- B. CONSULTANT may terminate this Agreement. Notice will be in writing at least 30 days before the effective termination date.
- C. In the event of such termination, the CONTRACTOR shall cease services as of the date of termination, all finished or unfinished documents, data, drawings, maps, and other materials prepared by CONSULTANT shall, at DISTRICT's option, become DISTRICT's property, and CONSULTANT will receive a final pro-rated payment based on the monthly retainer amount.
- D. Should the Agreement be terminated pursuant to this Section, DISTRICT may procure on its own terms services similar to those terminated.

12. INDEMNIFICATION.

CONSULTANT shall indemnify, defend with counsel approved by DISTRICT, and hold harmless DISTRICT, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONSULTANT's performance of services hereunder or its failure to comply with any of its obligations contained in this AGREEMENT, except such loss or damage which is caused by the sole active negligence or willful misconduct of the DISTRICT (meaning that CONSULTANT shall indemnify and defend DISTRICT notwithstanding any alleged or actual passive negligence of DISTRICT which may have contributed to the claims, damages, costs or liability). Should DISTRICT in its sole discretion find CONSULTANT'S legal counsel unacceptable, then CONSULTANT shall reimburse the DISTRICT its costs of defense, including without limitation reasonable attorneys fees, expert fees and all other costs

and fees of litigation. The CONSULTANT shall promptly pay any final judgment rendered against the DISTRICT (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the CONSULTANT's negligence, recklessness or willful misconduct. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

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

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

15. AUDIT OF RECORDS.

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

16. INSURANCE REQUIREMENTS.

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

1. **General Liability Coverage.** The CONSULTANT shall maintain commercial general liability insurance in an amount of not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.
2. **Automobile Liability Coverage.** The CONSULTANT shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the CONSULTANT arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence.

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

1. "The Rossmoor Community Services District, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of The HTGroup, LLC, including materials, parts, or equipment furnished in connection with such work or operations."
2. This policy shall be considered primary insurance as respects the DISTRICT, its elected or appointed officers, officials, employees, agents, and volunteers. Any insurance maintained by the DISTRICT, including any self-insured retention the DISTRICT may have, shall be considered excess insurance only and shall not contribute with this policy.
3. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
4. The insurer waives all rights of subrogation against the DISTRICT, its elected or appointed officers, officials, employees, or agents.
5. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the DISTRICT, its elected or appointed officers, officials, employees, agents, or volunteers.

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

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

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

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

20. NON-APPROPRIATION OF FUNDS. Payments to be made to CONSULTANT by DISTRICT for services performed within the current fiscal year are within the current fiscal budget

and within an available, unexhausted fund. In the event that DISTRICT does not appropriate sufficient funds for payment of CONSULTANT'S services beyond the current fiscal year, the Agreement shall cover payment for CONSULTANT'S only to the conclusion of the last fiscal year in which DISTRICT appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

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

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

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

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

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

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

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

26. RULES OF CONSTRUCTION. Each Party had the opportunity to independently review this Agreement with legal counsel. Accordingly, this Agreement will be construed simply, as a

whole, and in accordance with its fair meaning; it will not be interpreted strictly for or against either Party.

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

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

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

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

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

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

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

By their respective initials next to this paragraph, DISTRICT and Consultant hereby acknowledge that Consultant is a "consultant" for the purposes of the California Political Reform Act because Consultant's duties would require him or her to make one or more of the governmental decisions set forth in Fair Political Practices Commission Regulation 18701(a)(2) or otherwise serves in a staff capacity for which disclosure would otherwise be required were Consultant employed by the DISTRICT. Consultant hereby acknowledges his or her assuming-office, annual, and leaving-office financial reporting obligations under the California Political Reform Act and the DISTRICT's

Conflict of Interest Code and agrees to comply with those obligations at his or her expense. Prior to consultant commencing services hereunder, the DISTRICT's Manager shall prepare and deliver to consultant a memorandum detailing the extent of Consultant's disclosure obligations in accordance with the DISTRICT's Conflict of Interest Code.

DISTRICT Initials _____

Consultant Initials _____

OR

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

DISTRICT Initials _____

Consultant Initials _____

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

ROSSMOOR COMMUNITY SERVICES
DISTRICT

The HTGroup, LLC.

James D. Ruth, General Manager

Henry Taboada, Principal

HTGroup

MEMORANDUM

Date: March 27, 2014
To: Budget Committee
From: External Affairs Consultant
Subject: HTGroup Contract Renewal

My current Contract is set to expire on April 23, 2014. I discussed my proposed changes for an amended and restated contract with General Manager Ruth who told me that he was supportive of my continued arrangement with the District. The proposed agreement was structured in the same manner as the District's agreement with TAG. I then submitted the Contract to General Counsel who made suggested changes to the language asking for specificity for hours and days of work. Those were incorporated into the proposed contract

I then sent the proposed agreement to President Maynard for his review and asked to meet with him to review its content. Instead, he informed Mr. Ruth that he could not support a monthly stipend and no meeting was held to discuss this further. Therefore, I have restructured the proposed agreement in a form which is consistent with other consulting agreements currently in place with the District. Since this matter has budget implications, it is being presented to the Budget Committee for discussion and a recommendation to the Board.

First, I am proposing an agreement that maintains my current gross income which has been in place during 2013, albeit at a reduced number of hours. Second, I am not prepared to work for less annual gross income since after expenses and taxes, net income would not make it worthwhile for me to continue to be employed by the District.

Lastly, I am not wed to the concept of a monthly retainer. I only proposed that since this model was used for the TAG consulting agreement approved by the Board several months ago. I am perfectly willing to engage in a contract for an hourly rate, much like other consultants and contactors currently utilized by the District. I only ask for a guaranteed minimum of 36 weeks per year at 20 hours per week with a work schedule to be determined by the General Manager.

As a basis for my proposal, I ask you to consider my rationale for my position.

1. An amount of \$85.00 per hour for professional services is at the low end of market scale. \$65.00 per hour is far below market and the District has been provided these services at a considerable savings during my eight years with District.

2. The use of my services would provide for an accelerated completion of projects initiated by the Board and eliminate the need for the hiring of other outside consultants, thus saving the District added costs.

3. While your General Manager has been hired, as negotiated, the reality is that his work schedule is four days a week. HTGroup is currently augmenting work hours for maintenance of the District's work program.

4. An additional year of HTGroup's engagement would more adequately evaluate the future staffing needs of the District.

5. The volatility experienced during the transition from your previous General Manager to the hiring of a new General Manager demonstrated the need for a resource such as HTGroup.

Based on all of the above, I am asking that the Budget Committee to discuss this matter and make a recommendation to the Board to approve my agreement or let my current agreement expire. Should you or the Board believe that the latter is in the best interest of the District, I will finish out my current Contract through April 23rd and end our relationship.

For your information, the equivalent of a 36 week, 20 hours per week at \$85.00 per hour is already accounted for in this and next year's budgets at \$61,000. Moreover, my gross income for the last three years is as follows:

2012	\$89,964
2012	\$71,809
2013	\$61,433

Obviously, gross income was reduced by fewer hours billed at the same hourly rate (\$65.00). However my productivity has not diminished. Moreover, my gross income includes no benefits which, if included, would have noticeably increased the cost to District.

Lastly, I must tell you that when I took this assignment, I thought it would be a shorter-term relationship and not one that has lasted eight years. I am truly appreciative of the trust that the Board has placed in me. However, I could not leave this assignment without giving you my reasons for what I am proposing. Please be assured that the proposed agreement is based on a thoughtful review of what I am willing to do and be compensated for at this juncture of my career. I must also tell you that it has been a pleasure and an honor to work with the staff and most assuredly with Mr. Jim Ruth who is a consummate professional.

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM H-4

Date: April 8, 2014
To: Honorable Board of Directors
From: General Manager
SUBJECT: DISCUSSION AND POSSIBLE ACTION REGARDING LOCATION AND PLACEMENT OF SOUTHERN CALIFORNIA GAS SMART METERS AND TRANSMISSION ANTENNAS WITHIN THE DISTRICT

RECOMMENDATION:

Provide direction to General Manager regarding possible future actions regarding the installation of Smart Meters and transmission antennas (data collection units) in Rossmoor.

BACKGROUND:

At the March, 2014 meeting of the Board, staff was requested to contact SoCal Gas Co. to ask them to propose alternative options in more remote or commercial-type areas; ideally outside of the community altogether. General Manager was also asked to meet and discuss this matter with the County CEO. Since that meeting, the General Manager has had multiple discussions with SoCal Gas Co. representatives and with County officials. As a result, a permit for the installation of an antenna in Rossmoor has not yet been issued by the County and they are continuing to evaluate their options.

SoCal Gas Co. has also provided additional information regarding the installation of antenna's in neighboring cities. Attached is a chronology of communications between the parties which provide the details of locations of antennas in neighboring communities. Regarding further meetings with the County, the General Manager will report to the Board on any developments resulting from such meetings. Any further communications received after finalization of this Agenda will also be provided to the Board at this meeting.

ATTACHMENTS:

1. Inter Office Emails and Antenna Locations from SoCal Gas Co.
2. Email dated March 31, 2014 from Richard J. Sandzimier re: Offer to meet with Mr. Silsby, Director of OC Public Works.



FW: DCU Locations

1 message

Sandzimier, Richard <[REDACTED]>

Mon, Mar 31, 2014 at 6:02 PM

To: [REDACTED]

Cc: "Ilkhanipour, Mahrooz"

Let me know if this info meet your Board member's needs.

Richard J. Sandzimier

Deputy Director, OC Public Works

Director, **OC Planning Services**

300 N. Flower Street

Santa Ana, CA 92703

(714) 667-3217

Richard.Sandzimier@OCPW.OCgov.com

From: Simonds, Paul A [REDACTED]**Sent:** Monday, March 31, 2014 3:14 PM**To:** Sandzimier, Richard**Cc:** Vaughn, Jennifer**Subject:** Fw: DCU Locations

Rick here are the DCU locations in Cypress, Garden Grove, Los Alamitos, Seal Beach and Rossmoor. The locations are identified by the long/lat notation in the attachment. Please let me know if you have any questions.

Paul

From: Navarro, Miriam**Sent:** Monday, March 31, 2014 03:01 PM**To:** Simonds, Paul A**Cc:** Mgeryan, Gary; Styles, Tammy T**Subject:** RE: DCU Locations

Here you go!

Miriam Navarro

ADVANCEDmeter

Analytics & GIS

Southern California Gas Company

[REDACTED]

Glad to be of Service!

From: Styles, Tammy T
Sent: Monday, March 31, 2014 1:41 PM
To: Mgeryan, Gary
Cc: Navarro, Miriam
Subject: RE: DCU Locations

Gary,

See Paul's request below. Can you let me know who could handle his request?

Thank you!

Tammy Styles

ADVANCEDmeter

Site Acquisition/DCU Construction

[REDACTED]

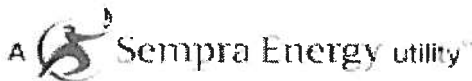
[REDACTED]

From: Simonds, Paul A
Sent: Monday, March 31, 2014 10:21 AM
To: Styles, Tammy T

Subject: RE: DCU Locations

Thanks!

Paul Simonds
Orange Coast Public Affairs Manager



From: Styles, Tammy T
Sent: Monday, March 31, 2014 10:21 AM
To: Simonds, Paul A
Cc: Vaughn, Jennifer
Subject: Re: DCU Locations

Hi Paul,

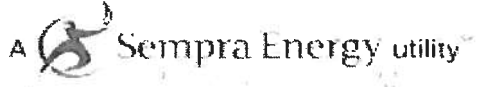
Let me check on this for you. I will have an answer asap.

Thanks
Tammy Styles

From: Simonds, Paul A
Sent: Monday, March 31, 2014 09:46 AM
To: Styles, Tammy T
Cc: Vaughn, Jennifer
Subject: DCU Locations

Tammy, I am not sure who would be the most appropriate person to ask for this data, but I am looking for all the long/lats for the DCUs either installed or are PSI'd in Seal Beach, Cypress, Los Alamitos Garden Grove and, of course, the one in Rossmoor (OC). Can you provide those or point me toward the appropriate person?

Paul Simonds
Orange Coast Public Affairs Manager



 **OCDData_Paul.xlsx**
16K

Searching	Site Name	PST	Latitude	Longitude	Address	Type	Status	County	Municipal	INC/UNIT	Zip
MH065	MH065_CTY ALTERNATIVE	Yes	33.83188	-118.03571	Candidate is across 5592 Lincoln ave., Cypress, CA United States	Candidate Site	On Air	ORANGE	CYPRESS	INC	90630
MH064	MH064_CTY ALTERNATIVE	Yes	33.82412	-118.05987	4157 Orange st., Cypress, CA United States	Candidate Site	On Air	ORANGE	CYPRESS	INC	90630
MH063	MH063-A	Yes	33.817048	-118.043679	1) At center of the south edge of Darrell Essex Park; 5139 Ball Rd; APN 24441520 2) 604' E of E curbside of Moody St. 3) 2' N of N curbside of Ball Rd, Cypress, Los Angeles CA 90630 United States	Candidate Site	On Air	ORANGE	CYPRESS	INC	90630
LH066	LH066-C	Yes	33.79385	-117.98398055	1) Southside of 11612 Dale St. on Hopi Rd. 2) 56' E. of E. curbside of Dale St. 3) 2' N. of N. curbside of Hopi Rd., Garden Grove, Orange CA 92841 United States 1) 13692 Harbor Blvd. 2) 130' N. of N. curbside of Woodbury Ave. 3) 3' E. of E. curbside of Harbor Blvd. 4) Replace No Stopping Anytime Sign, Garden Grove, Orange CA 92841 United States	Candidate Site	On Air	ORANGE	GARDEN GROVE	INC	92841
LH055	LH055-E	Yes	33.76431	-117.92015	1) East of 6471 Santa Rita Ave. on Springdale St. 2) 402' N. of N. curbside of Chapman Ave. 3) 2' W. of W. curbside of Springdale St., Garden Grove, Orange CA 90630 United States	Candidate Site	On Air	ORANGE	GARDEN GROVE	INC	92843
MH059	MH059-E	Yes	33.78964166	-118.01991111	1) Southside of 15652 Spar St. on Sennit Ave. 2) 60' E. of E. curbside of Spar St. 3) 2' N. of N. curbside of Sennit Ave., Garden Grove, Orange CA 92843 United States	Candidate Site	On Air	ORANGE	GARDEN GROVE	INC	92843
LH052	LH052-C	Yes	33.73546944	-117.94526111	1) Northwest Across St from 10382 Patricia Dr. 2) 116' W. of W. curbside of Faye 3) 3' N. of N. curbside of Patricia Dr., Garden Grove, Orange CA 92841 United States	Candidate Site	On Air	ORANGE	GARDEN GROVE	INC	92840
LH067	LH067-C	Yes	33.79264	-117.951803	1) Southside of 14431 Harrington St. on Johannah Ave. 2) 41' W. of W. curbside of Harrington St. 3) 2' N. of N. curbside of Johannah Ave., Garden Grove, Orange CA 92843 United States	Candidate Site	On Air	ORANGE	GARDEN GROVE	INC	92843

LH062	LH062-C	Yes	33.76461388	-117.93756111	1) In front of 13642 Euclid St. 2) 2' E. of E. curbface of Euclid St. 3) 379' N. of N. curbface of Woodbury Rd. 4) Replace Right Turn Must Turn Right Sign. (Traffic control recommended). Garden Grove, Orange CA 92843 United States	Candidate Site	On Air	ORANGE	GARDEN GROVE	INC	92843
LH063	LH063-C	Yes	33.76274	-117.96628	1) Northeast of 9191 Westminster Ave. on Atlantis Wwy. 2) 1,153 N. of N. curbface of Westminster Ave. 3) 2' E. of E. curbface of Atlantis Wwy. 4) In Garden Grove Park, Garden Grove, Orange CA 92844 United States	Candidate Site	On Air	ORANGE	GARDEN GROVE	INC	92844
LH061	LH061-C	Yes	33.78158611	-117.91606666	1) In front of 12432 Lampson Ave. 2) 31' E. of E. curbface of Darrell St. 3) 8' S. of S. curbface of Lampson Ave. Garden Grove, Orange CA 92844 United States 1) In front of 12053 W Chapman Ave 2) 213' E. of E. curbface of West St. 3) 3' N. of N. curbface of Chapman Ave. Garden Grove, Orange CA 92844 United States 1) Southwest of 13172 Yockey St. 2) 188' N. of N. CF of Oakdale Dr. 3) 2' W. of W. CF of Yockey St. Garden Grove, Orange CA 92844 United States	Candidate Site	On Air	ORANGE	GARDEN GROVE	INC	92840
LH486	LH486-C	Yes	33.78892777	-117.92293333	1) Southwest of 13172 Yockey St. 2) 188' N. of N. CF of Oakdale Dr. 3) 2' W. of W. CF of Yockey St. Garden Grove, Orange CA 92844 United States	Candidate Site	On Air	ORANGE	GARDEN GROVE	INC	92844
LH451	LH451-C	Yes	33.77152777	-117.97691666	1) Southwest of 13172 Yockey St. 2) 188' N. of N. CF of Oakdale Dr. 3) 2' W. of W. CF of Yockey St. Garden Grove, Orange CA 92844 United States	Candidate Site	On Air	ORANGE	GARDEN GROVE	INC	92844
MH0713	Garden Grove Base	Yes	33.779027	-118.006209	12631 Monarch Street, Garden Grove, n/a CA United States 1. West of 3571 Orangewood Ave 2. 169 Feet East of the East Curb Face of Los Alamitos Blvd 3. 2 Feet South of the South Curb Face of Orangewood Ave. Los Alamitos, Orange CA 92770 United States	SCG Facility	On Air	ORANGE	GARDEN GROVE	INC	92841
MH127	MH127-C	Yes	33.79583	-118.07124	1) South side yard of 12461 Foster on Gertrude 2) 108' W of W curbface of Foster on Gertrude 3) 2' N of N curbface of Gertrude, Los Alamitos, Orange CA 90720 United States	Candidate Site	On Air	ORANGE	LOS ALAMITOS	INC	90720
MH057	MH057-B	Yes	33.78159722	-118.0851	1) South side yard of 12461 Foster on Gertrude 2) 108' W of W curbface of Foster on Gertrude 3) 2' N of N curbface of Gertrude, Los Alamitos, Orange CA 90720 United States	Candidate Site	Active	ORANGE	ROSSMOOR	UNI	90720

MH056	MH056-B	Yes	33.7424	-118.10565	1) ROOF TOP OF 211 8TH STREET 2) 6 FT NORTH OF SOUTH WALL 3) 5 EAST OF THE WEST WALL, SEAL BEACH, ORANGE CA 00740 United States	Candidate Site	Active	ORANGE	SEAL BEACH	INC	90740
MH069	MH069-E	Yes	33.75360833	-118.08877222	1) On Adolpho Lopez Drive, South of 1695 Adolpho Lopez Drive 2) 525 ft. West to the West curb face of Seal Beach Boulevard 3) 7 ft. North of the North curb face of Adolpho Lopez Drive, Seal Beach, Orange CA 00740 United States	Candidate Site	Active	ORANGE	SEAL BEACH	INC	90740



Meeting request

1 message

Sandzimier, Richard 

Mon, Mar 31, 2014 at 6:04 PM

To: 

Jim, also wanted to let you know that I spoke with Mr. Silsby and he is open to meeting with you and your Board members. Please send me some good dates and times and we will work to put that on his calendar.

Richard J. Sandzimier

Deputy Director, OC Public Works

Director, OC Planning Services

300 N. Flower Street

Santa Ana, CA 92703



ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM H-5

Date: April 8, 2014
To: Honorable Board of Directors
From: General Manager
Subject: OC LAFCO SPECIAL DISTRICT SEAT ELECTION

RECOMMENDATION:

Receive report.

BACKGROUND:

The term of office for an OC LAFCO Regular Special District Seat currently held by Mr. John Withers and the Alternate Special District Seat held by Mr. James Fisher expire on June 30, 2014. The nomination process is underway and the Nomination Forms are enclosed should the District desire to place a nomination for two seats.

The District has also received a letter from Mr. Withers asking for the support of the District as he is seeking reelection to his LAFCO seat. This matter was submitted to the Board in the Weekly Update of March 17, 2014. Thus far, no Director has requested that the Nomination be agendaized. However, since a letter of support has been received, that option is available to the Board at this meeting.

If no other nominations are submitted to LAFCO, the incumbents would be considered elected without a formal election. However, should other nominations be received, LAFCO would develop and submit ballots to each member of the Independent Special Districts of Orange County (ISDOC) for their action. Should that occur, the matter would be agendaized for your May Board meeting for your action to direct Director Casey to vote for the District's selections from the nominees. In the meantime, you will be kept apprised of the status of the nomination and election process.

Director Casey is the District's representative on the Independent Special Districts of Orange County and attends their meetings where a possible election would take place.

ATTACHMENTS:

1. Communication dated March 3, 2014 from Ms. Carolyn Emery re: Orange County LAFCO Special District Seat Election.
2. Letter from Mr. John Withers Requesting District Support for his Reelection to LAFCO's Regular Special District Representative.



March 3, 2014

Michael Maynard
Presiding Officer
Rossmoor Community Services District
3021 Blume Drive
Rossmoor, CA 90720-4638

CHAIR
JOE GARCHIO
Councilmember
City of Huntington Beach

VICE CHAIR
PAT BATES
Supervisor
5th District

CHERYL BROTHERS
Councilmember
City of Fountain Valley

JOHN MOORLACH
Supervisor
2nd District

CHARLEY WILSON
Director
Santa Margarita
Water District

SUSAN WILSON
Representative of
General Public

JOHN WITHERS
Director
Irvine Ranch Water District

ALTERNATE
JAMES FISLER
Director
Mesa Water District

ALTERNATE
DEREK J. MCGREGOR
Representative of
General Public

ALTERNATE
TODD SPITZER
Supervisor
3rd District

ALTERNATE
VACANT
Councilmember

CAROLYN EMERY
Executive Officer

RE: Nomination Period for Orange County LAFCO Special District Seats Election

Dear Mr. Maynard,

The terms of office for OC LAFCO's Regular Special District Member (currently held by John Withers, IRWD) and Alternate Special District Member (currently held by James Fislser, Mesa WD) expire on June 30, 2014. The election process for special district seats are governed by Government Code Section 56332 and the Special Districts Selection Committee By-Laws. A timeline of key election events and responsibilities is outline in the Table below:

DATE	EVENT
March 3, 2014	LAFCO Executive Officer sends nomination forms by email to independent special district presiding officers, special district general managers, and LAFCO chair.
April 18, 2014 (3 PM)	Deadline for submitting nominations for regular and alternate special district members to LAFCO.*
April 21 – 25, 2014	LAFCO develops ballot form.
April 25, 2014	Ballots and "Declaration of Qualification to Vote Forms" emailed to all special district presiding officers.
June 13, 2014 (3 PM)	Ballots and declarations due to LAFCO.
June 16, 2014	LAFCO staff (or designee) tabulates ballots and announces results.
July 9, 2014	Oath of office administered (Commission Hearing).
* Pursuant to Government Code §56332 (c)(1), if only one candidate is nominated for a vacant seat, that candidate shall be deemed selected, with no further proceedings.	

***Nomination Period for OC LAFCO Special District Seat Election
March 3, 2013***

In accordance with Government Code Section 56332 and the Special District Selection Committee By-Laws, the nomination period for the upcoming expired terms is **March 3rd through April 18, 2014**. If your district chooses to nominate a candidate for one or both seats, the presiding officer must complete the enclosed nomination form(s) and return to the LAFCO Executive Officer by **3:00 p.m. on Friday, April 18, 2014**. Nomination forms may be returned by email to cemery@oclafo.org or mailed to the LAFCO offices at 12 Civic Center Plaza, Room 235, Santa Ana, CA 92701. Should you have any questions regarding the election process, please contact me or our Commission Clerk, Cheryl-Carter Benjamin at (714) 834-2556.

Sincerely,



**Carolyn Emery
Executive Officer**

Attachments:

- S. 2014 Nomination Form - Regular Special District Member
- T. 2014 Nomination Form - Alternate Special District Member

cc: Chair, OC LAFCO
Special District General Managers

2014 NOMINATION FORM

Candidate for the Local Agency Formation Commission (LAFCO)

CANDIDATE INFORMATION FOR REGULAR SPECIAL DISTRICT MEMBER:

NAME: _____

TITLE: _____

DISTRICT: _____

Check box if resume or statement of qualifications is attached.

SPECIAL DISTRICT SELECTION COMMITTEE MEMBER SUBMITTING NOMINATION

(Must be the presiding officer or a designated alternate board member.)

NAME: _____ DATE: _____

SIGNATURE: _____

TITLE: _____

DISTRICT: _____

A resume or other supplemental information about the candidate may be included and will be distributed with the election ballots. All completed nomination forms and any supplemental information must be returned to Orange County LAFCO by:

1. Email at: cemery@oclafco.org or
2. Mail at: Orange County LAFCO
12 Civic Center Plaza, Room 235
Santa Ana, CA 92701; or
3. Fax at: (714) 834-2643, Attn: Carolyn Emery

All forms and supplemental information must be received by LAFCO prior to 3:00 p.m. on Friday, April 18, 2014. Nomination forms or candidate information received after that deadline will not be considered.

2014 NOMINATION FORM

Candidate for the Local Agency Formation Commission (LAFCO)

CANDIDATE INFORMATION FOR ALTERNATE SPECIAL DISTRICT MEMBER:

NAME: _____

TITLE: _____

DISTRICT: _____

Check box if resume or statement of qualifications is attached.

SPECIAL DISTRICT SELECTION COMMITTEE MEMBER SUBMITTING NOMINATION

(Must be the presiding officer or a designated alternate board member.)

NAME: _____ DATE: _____

SIGNATURE: _____

TITLE: _____

DISTRICT: _____

A resume or other supplemental information about the candidate may be included and will be distributed with the election ballots. All completed nomination forms and any supplemental information must be returned to Orange County LAFCO by:

1. Email at: cemery@oclafco.org or
2. Mail at: Orange County LAFCO
12 Civic Center Plaza, Room 235
Santa Ana, CA 92701; or
3. Fax at: (714) 834-2643, Attn: Carolyn Emery

All forms and supplemental information must be received by LAFCO prior to 3:00 p.m. on Friday, April 18, 2014. Nomination forms or candidate information received after that deadline will not be considered.



IRVINE RANCH WATER DISTRICT

15600 Sand Canyon Avenue • P.O. Box 57000 • Irvine, California 92619-7000 • (949) 453-5300 • www.irwd.com

March 17, 2014

The Honorable Michael Maynard
Rossmoor Community Services District
3001 Blume Drive
Rossmoor, California 90720

RE: Request for Support of the Re-election of John Withers of the Irvine Ranch Water District and Orange County Sanitation District to the Orange County Local Agency Formation Commission Regular Special Districts Seat

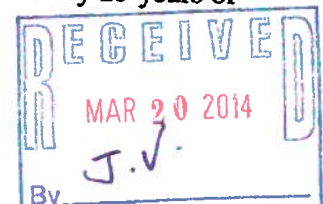
Dear President Maynard:

On April 25, 2014, the Orange County Special Districts Selection Committee ballots will be mailed out for the election of the Regular and Alternate Special Districts Members of the Orange County Local Agency Formation Commission (LAFCO). I have had the privilege of holding the regular member seat since 1994, and am honored to be the longest serving commissioner on the Commission. The purpose of this letter is to respectfully request your support of my re-election as your LAFCO Regular Special Districts Member.

LAFCO plays a critical role in ensuring the highest quality of local government services for the public. In Orange County, LAFCO has been instrumental in serving residents by facilitating constructive changes in governmental structure and boundaries, resolving intergovernmental issues, fostering orderly development and governance, and promoting the efficient delivery of services. LAFCO also serves as a public resource by providing a structure for sharing information among governmental agencies and citizens in Orange County.

Over the last four years of my current term, I have worked diligently to represent and protect the interests of special districts like yours. I have a detailed understanding of the importance and value provided by special districts. Because of my extensive experience, I have developed solid working relationships with other LAFCO Commissioners and, illustrative of this fact, have received the endorsements of LAFCO Chairman Joe Carchio and Vice Chair Patricia Bates. These relationships, developed over a long period of time, are critical to the advocacy efforts of special districts. I am accessible and represent *all* special districts throughout the county. My decisions, which always consider your input, are based on sound policy considerations and not the whims of political forces.

Over my 20 years on LAFCO, I have consistently advocated for LAFCO programs that produce more effective and efficient operations, increase meaningful service for special districts and cities in Orange County, and reduce LAFCO's expenditures. I have brought nearly 25 years of



Irvine Ranch Water District
March 17, 2014
Page 2

professional and governmental experience to the Orange County LAFCO Board, have been a diligent advocate for all special districts, and have ensured that each district is heard and represented as an important stakeholder. Additionally, I have regularly reported and updated the ISDCO Executive Committee and WACO on LAFCO activities.

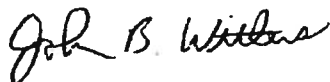
I am running for re-election to the Regular Special District Member seat because I believe that my substantial experience in city, special district and County government, and detailed understanding of the focused services and value special districts provide to the community, can benefit special districts. Additionally, I believe that all special districts in Orange County will continue to benefit from my representation, experience, relationships with other commissioners and my approach to stewardship. For your reference, I have attached a brief list of some of my accomplishments at LAFCO.

In closing, please know that if I am re-elected I will continue to provide excellent representation for residents of Orange County in your district, and respectfully request your vote for my re-election to LAFCO.

If you or your staff would like to discuss this request with me, I can be reached at (949) 861-1250. Also, if you believe it would be beneficial for you and your colleagues to hear from me regarding my qualifications and interests in serving on LAFCO, I would look forward to the opportunity to make such a presentation at one of your upcoming Board meetings or other appropriate setting.

Thank you in advance for your consideration of my candidacy.

Sincerely,



John Withers
Director, Irvine Ranch Water District
Director, Orange County Sanitation District

Enclosure:

Commissioner John Withers

LAFCO Regular Special Districts Member

John Withers has represented ALL special districts on LAFCO since May 1994.

John Withers has served on the Irvine Ranch Water District (IRWD) Board of Directors since 1989. Over his twenty-four years of service, he has served as President of the Board, in a number of officer capacities, and currently serves on the Engineering and Operations and Asset Management Committees as well as on various ad hoc committees. He also represents IRWD on the Board of Directors of the Orange County Sanitation District.

Since 1994, Commissioner Withers has served as Commissioner to the Orange County Local Agency Formation Commission (LAFCO) representing Orange County Special Districts. During his term of service, he has served as LAFCO Chairman, Vice Chairman, and as a member of the LAFCO Executive Committee. He has also served two consecutive years on the CALAFCO Executive Board, and is currently the longest serving OC LAFCO Commissioner. Commissioner Withers has provided twenty years of unmatched professional experience to the LAFCO Board and has been successful in representing special districts. His LAFCO accomplishments include:

Accomplishments of Commissioner Withers

- ***2013-2018 Municipal Service Review Updates:*** Urged the Commission to complete the third round of state-mandated Municipal Service Reviews using a stakeholder approach to ensure that the benefits and services provided by special districts are understood and considered in order to enhance service provision countywide.
- ***Communications:*** Increased transparency, communication and open access to all special district board and city council members by developing and supporting the GRC White Paper in order to provide guidance on various organizational and restructuring options to save costs, enhancement of LAFCO's website, and more frequent meetings and presentations with councils and boards to inform them of the Commission's activities.
- ***Budget Management:*** Reduced LAFCO budget expenditures in FY 2012-2013 from previous years, and worked to keep budget increases in FY 2013-2014 at a minimum, resulting in only a 0.33% increase; worked to keep the LAFCO budget apportionments for special districts and cities low; and selected an independent CPA firm to conduct financial audits to review LAFCO's revenue and expenditures to provide more transparency of the LAFCO's operations to funding agencies and the public.
- ***LAFCO Analysis and Studies/Island Annexations:*** Encouraged LAFCO to meet with each Orange County special district and city to discuss the 2013 re-adoption of Spheres of Influence; completed reorganization of the Los Angeles/Orange County boundary; began review of the Orange County Water District's annexation request; completed a number of annexations to special districts including the Yorba Linda Water District, Costa Mesa Sanitary District, and Mesa Water District; completed an update of the LAFCO webpage on Spheres of Influence and Islands; and completed a report documenting the service success stories of special districts.

***Vote for John Withers for the Orange County LAFCO
Regular Special Districts Seat.***