

ROSSMOOR

COMMUNITY SERVICES DISTRICT



Regular Meeting of the Board Agenda Package

April 13, 2021

BOARD OF DIRECTORS

AGENDA
BOARD OF DIRECTORS
ROSSMOOR COMMUNITY SERVICES DISTRICT

REGULAR MEETING

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

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

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

RUSH PARK
3021 Blume Drive
Rossmoor, California

Tuesday, April 13, 2021

7:00 p.m.

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

A. ORGANIZATION

1. CALL TO ORDER: 7:00 p.m.
2. ROLL CALL: Directors DeMarco, Nitikman, Rips, Searles
President Barke
3. PLEDGE OF ALLEGIANCE: Director Rips
4. PRESENTATIONS:
 - a. Orange County Sheriff's Department Captain Gary Knutson Re: OCSD Quarterly Crime Statistics
 - b. California Special District Association (CSDA), Senior Public Affairs Field Coordinator Chris Palmer Re: Special District Legislative News

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

E. CONSENT CALENDAR

1. MINUTES:
 - a. Regular Board Meeting of March 9, 2021
2. REVENUE AND EXPENDITURE REPORT – MARCH 2021

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

F. PUBLIC HEARING—None

G. RESOLUTIONS—None

ORDINANCES—None

H. REGULAR CALENDAR

1. DISCUSSION AND POSSIBLE ACTION RE: APPROVAL OF R.F. DICKSON AGREEMENT FOR STREET SWEEPING SERVICES IN ROSSMOOR
2. DISCUSSION AND POSSIBLE ACTION RE: APPROVAL OF PROPOSED PROFESSIONAL SERVICES AGREEMENT WITH DOUG WOOD FOR BROADCASTING AND PRODUCTION SERVICES

I. GENERAL MANAGER ITEMS

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

J. BOARD MEMBER ITEMS

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

K. GENERAL COUNSEL ITEMS

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

L. CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

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

2. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

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

M. ADJOURNMENT

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

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

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

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

CERTIFICATION OF POSTING

I hereby certify that the attached Agenda for the April 13, 2021, 7:00 p.m. Regular Meeting of the Board of Directors of the Rossmoor Community Services District was posted at least 72 hours prior to the time of the meeting.

ATTEST:

Elizabeth Deering for _____ Date April 8, 2021
JOE MENDOZA
General Manager

A4a

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM A-4a.

Date: April 13, 2021
To: Honorable Board of Directors
From: General Manager Joe Mendoza
Subject: ORANGE COUNTY SHERIFF'S DEPARTMENT CAPTAIN GARY
KNUTSON RE: OCSD QUARTERLY CRIME STATISTICS

RECOMMENDATION

Receive and file presentation.

BACKGROUND

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

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

ATTACHMENTS:

1. OCSD Quarterly Crime Statistics



ORANGE COUNTY SHERIFF'S DEPARTMENT

SHERIFF-CORONER DON BARNES

1st Quarter Rossmoor Calls for Service/Activity January — March 2021

Rossmoor 1st Qtr.

2020—2021 Yearly Comparisons

Offense	Jan'21	Feb'21	Mar'21	Apr'21	May'21	Jun'21	Jul'21	Aug'21	Sep'21	Oct'21	Nov'21	Dec'21	Total 2021
187	0	0	0										
211	0	0	0										
245	0	0	0										
459C	0	0	0										
459R	0	1	3										
459V	8	2	1										
487	4	0	3										
488	4	3	0										
10851	0	0	0										
Total	16	6	7										

Offense	Jan'20	Feb'20	Mar'20	Apr'20	May'20	Jun'20	Jul'20	Aug'20	Sep'20	Oct'20	Nov'20	Dec'20	Total 2020
187	0	0	0	0	0	0							
211	0	0	0	0	0	0							
245	0	0	0	0	0	0							
459C	0	0	0	0	0	0							
459R	1	0	1	1	0	1							
459V	1	0	2	0	0	2							
487	2	3	2	3	1	0							
488	1	3	1	3	4	6							
10851	0	1	0	1	0	3							
Total	5	7	6	8	5	12							

Penal Code Legend

211 = Robbery

187 = Murder

245 = Assault w/ deadly weapon

459C = Commercial Burglary

459R = Residential Burglary

459V = Vehicle Burglary

487 = Grand Theft

488 = Petty Theft

VC 10851 = Stolen Vehicle

*Includes Attempts



1st Quarter Rossmoor Calls for Service/Activity
January — March 2021

Rossmoor 1st Qtr.

January 2021: 225 Calls for Service

Petty Theft (PC 488)

- 1. 1/2/21 3000 Blk of Kenilworth Dr. Catalytic Converter was stolen Loss \$800
- 2. 1/5/21 11000 Blk of Drysdale Ln. Swing Stolen from porch
- 3. 1/7/21 3200 Blk of Rowena Dr. Unlocked car had misc. items stolen
- 4. 1/25/21 11000 Blk of Pemberton Rd Air Pods Stolen Loss: \$750.00

Vehicle Burg (PC 459)

- 1. 1/5/21 12000 Blk of Foster Rd Unknown loss Vehicle damaged
- 2. 1/6/21 11000 Blk of Martha Ann Dr Key hole was damaged unknown loss
- 3. 1/7/21 3200 Blk of Bradbury Rd Car was rummaged through no loss
- 4. 1/7/21 12000 Blk of Montecito Rd Tools Stolen Loss:\$613
- 5. 1/7/21 3900 Blk of Rowena Dr. Misc. items stolen
- 6. 1/8/21 11000 Blk of Davenport Camera Stolen
- 7. 1/9/21 12000 Blk of Montecito Rd Interior Damaged
- 8. 1/28/21 3000 Blk of Hillrose Dr Vehicle was broken into Loss: \$370

Grand Theft (487)

- 1. 1/14/21 3100 Blk of Brimhall Dr. Catalytic Converter Stolen
- 2. 1/22/21 11000 Blk of Donnis Rd Catalytic Converter Stolen
- 3. 1/21/21 3200 Blk of Brimhall Dr. Catalytic Converter Stolen
- 4. 1/23/21 11000 Blk of Martha Ann Catalytic Converter Stolen



ORANGE COUNTY SHERIFF'S DEPARTMENT

SHERIFF-CORONER DON BARNES

1st Quarter Rossmoor Calls for Service/Activity January — March 2021

Rossmoor 1st Qtr.

February 2021: 183 Calls for Service

Petty Theft (PC 488)

1. 2/1/21 3200 Blk of Quail Run Rd Catalytic Converter Stolen
2. 2/16/21 11000 Blk of Loch Lomond Rd Misc. items Stolen, Loss \$50
3. 2/27/21 11000 Blk of Davenport 2 Lanterns stolen from porch Loss \$100

Residential (PC459)

1. 2/25/21 12000 Blk of Montecito Rd Misc. items stolen from Garage

Vehicle Burglary (PC459)

1. 2/9/21 3300 Blk of Branbury Rd Misc. items stolen Loss: \$80
2. 2/24/21 3100 Blk of Yellowtail Dr. Misc. Items Loss: \$500

March 2021: Calls for Service

Residential (PC459)

1. 3/6/21 3100 Blk of Mainway Garage and vehicle misc. items stolen.
2. 3/15/21 3100 Blk of St Albans St 5 rings stolen Loss: \$22,000
3. 3//30/21 11000 Blk of Harrisburg Rd Numerous items stolen

Vehicle Burglary (PC459V)

1. 3/19/21 12000 Foster Rd Misc. items stolen from truck

Grand Theft (487)

1. 3/4/21 Brandbury Rd/ Weatherby Rd Catalytic Converter stolen
2. 3/25/21 2700 Walker Lee Dr Catalytic Converter Stolen
3. 3/26/21 12000 Blk of Montecito Rd 3 Catalytic Converters stolen



ORANGE COUNTY SHERIFF'S DEPARTMENT

SHERIFF-CORONER DON BARNES

1st Quarter Rossmoor Calls for Service/Activity January — March 2021

Rossmoor 1st Qtr.

COVID-19 UPDATE:

Please continue to do your part to reduce the spread of COVID-19 by wearing face coverings, practicing social distancing, only going out for essential services and washing your hands frequently. Avoid attending or hosting at large at home gatherings or events.

We have seen an increase in scams related to the COVID-19 pandemic. Avoid becoming a victim by not releasing personal information to unknown persons or organizations. If your unsure about a contact related to gathering your information contact law enforcement or visit the websites below.

Call the Orange County COVID-19 Hotline: 1-833-426-6411 if you have any questions.

WHEN TO CALL **911 FOR EMERGENCIES**

#OCCOVID19



DO NOT CALL 911 IF YOU:

- WANT INFORMATION ABOUT COVID-19
- WANT TO GET TESTED
- NEED A RIDE TO THE DOCTOR'S OFFICE



ORANGE COUNTY
SHERIFF'S DEPARTMENT

SHERIFF-CORONER DON BARNES

1st Quarter Rossmoor Calls for Service/Activity
January — March 2021

Rossmoor 1st Qtr.



SPREAD KINDNESS

WAYS WE CAN CARE FOR EACH OTHER DURING THESE UNCERTAIN TIMES:

MAKE A CALL
REACH OUT TO FAMILY & FRIENDS WHO MIGHT BE HOME & LONELY

OFFER A STORE RUN
ALREADY HAVE PLANS FOR A STORE RUN? CHECK ON THE IMMUNO-COMPROMISED AND ELDERLY TO SEE IF YOU CAN PICK UP ITEMS THEY MIGHT NEED

GET SOCIAL
SOCIAL DISTANCING DOESN'T MEAN SKIPPING INTERACTION! CONNECT WITH NEIGHBORS DIGITALLY. SHARE CHILD ACTIVITY TIPS, RECIPES, BOOKS TO READ OR MOVIES TO WATCH.

SHOW GRATITUDE
MANY ARE STILL CALLED TO SERVE TO KEEP OUR COMMUNITY GOING. THANK NURSES, DOCTORS, DELIVERY WORKERS, STORE CLERKS & FIRST RESPONDERS. A 'THANK YOU' GOES A LONG WAY!

**LET'S ALL BE THERE FOR EACH OTHER
#KINDNESSDURINGCOVID**

A4b

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM A-4b.

Date: April 13, 2021
To: Honorable Board of Directors
From: General Manager Joe Mendoza
Subject: CALIFORNIA SPECIAL DISTRICT ASSOCIATION (CSDA),
SENIOR PUBLIC AFFAIRS FIELD COORDINATOR CHRIS
PALMER RE: SPECIAL DISTRICT LEGISLATIVE NEWS

RECOMMENDATION

Receive and file presentation.

BACKGROUND

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

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

ATTACHMENTS None

D1

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM D-1

Date: April 13, 2021
To: Honorable Board of Directors
From: General Manager Joe Mendoza
Subject: MONTHLY TRAFFIC SAFETY UPDATE

RECOMMENDATION

Review and discuss information provided and take action as follows:

1. Provide direction to staff and Orange County Public Works (OCPW) on the placement and installation locations of two permanent Radar Speed Feedback Signs (RSFS) along the St. Cloud Drive, Montecito Road and Orangewood Avenue corridor; and
2. Authorize the General Manager to purchase two portable RSFS's for the District at a cost not to exceed \$10,000 and secure possible funding partnerships from the Los Alamitos Unified School District (LAUSD) and the Rossmoor Homeowner's Association (RHA).

BACKGROUND

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

INFORMATION

A Community Traffic/Safety Advisory Committee meeting was held on Tuesday, March 29, 2021. The minutes are attached for your reference (Attachment 1).

OCPW has provided a map outlining possible locations for two permanent RSFS's for discussion (Attachment 2). OCPW has requested that the RCSD make recommendations on placement locations based on the District's familiarity with the St. Cloud Drive, Montecito Road and Orangewood Avenue corridor.

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

Attachment 1: RCSD Community Traffic/Safety Advisory Committee
Minutes for March 29, 2021 meeting

Attachment 2: Map of possible permanent Portable Radar Feedback Sign
locations

MINUTES
ROSSMOOR COMMUNITY SERVICES DISTRICT
COMMUNITY TRAFFIC/SAFETY ADVISORY COMMITTEE

RUSH PARK
Administration Building
3001 Blume Drive
Rossmoor, California

Tuesday, March 29, 2021

A. ORGANIZATION

1. CALL TO ORDER: 7:00 p.m. - President Barke
2. ROLL CALL: Directors Barke, DeMarco
3. PLEDGE OF ALLEGIANCE - President Barke
4. PRESENTATIONS: None

B. PUBLIC FORUM--None

Any person may address the members of the Traffic Safety Advisory Ad Hoc Committee at this time upon any subject within the jurisdiction of the Traffic Safety Advisory Ad Hoc Committee of the Rossmoor Community Services District.

C. REGULAR CALENDAR

1. UPDATE REGARDING THE ROSSMOOR COMMUNITY SERVICES DISTRICT REQUEST TO ORANGE COUNTY PUBLIC WORKS FOR TRAFFIC SAFETY UPGRADES THROUGHOUT THE COMMUNITY

General Manager Joe Mendoza introduced Orange County Public Works (OCPW) Traffic Engineers Denise Esquera and Wei Zhu, Orange County Sheriff's Department Captain Gary Knutson, California Highway Patrol Officer Matt Musselmann, Jerry Friedman, Ed.D., Director of Safety and Student Services at L.A.U.S.D., Ralph Vartabedian and Frank Facey from the R.H.A.

The General Manager reported that at their February 9 meeting, the RCSD Board moved to approve the addition of parking lanes from St. Cloud Drive to Montecito Road, through Orangewood Avenue. Orange County Public Works (OCPW) has confirmed that work will begin in July 2021 to stripe the parking lane lines as requested by the RCSD Board. This measure will change the width of driving lanes in order to slow down traffic.

General Manager Joe Mendoza thanked OCPW for completing the upgrade from 30-inch stop signs to 36-inch stop signs on both sides of Montecito Road, as well as adding retroreflective poles.

General Manager Joe Mendoza also acknowledged the C.H.P and Orange County Public Works for scheduling intermittent portable Radar Speed Feedback Sign (RSFS) trailers throughout the community during 2021. He also mentioned the week of March 29, 2021 that a portable RSFS has been deployed on Tigertail Drive.

Discussion ensued regarding the District's research for possible purchase of two portable speed radar signs. The District will continue to secure prices, while also receiving input from OCPW regarding liability concerns. President Barke requested L.A.U.S.D. consider either purchasing or sharing the cost. Dr. Friedman will check into the feasibility of the District being involved in the process.

Orange County Public Works reported they are confirming the installation of two permanent RSFS's along the St. Cloud Drive, Montecito Road and Orangewood Avenue corridor. After discussion, OCPW will wait for the District to select the best locations for the two permanent RSFS's. Placement options were discussed regarding arterial streets versus residential streets. It was determined that permanent signs would only be considered for arterial streets since the lighting would be intrusive to adjacent homeowners.

General Manager Joe Mendoza outlined that OCPW has provided a Geographic Information System (GIS) map outlining street signs and street markings and this information will be reviewed with OCPW. Recommendations will be brought back to the Committee at a future date.

2. GENERAL MANAGER UPDATES REGARDING TRAFFIC SAFETY ITEMS IN THE ROSSMOOR COMMUNITY SERVICES DISTRICT

General Manager Joe Mendoza and LAUSD Director of Safety and Student Services Dr. Jerry Friedman provided a verbal update regarding the Safety Campaign.



The General Manager also discussed the proposed street sweeping change, reviewed intersections identified as being obscured by tree foliage, provided an overview of the OCPW FY 2020-21 Roadway Resurfacing Project, reviewed traffic safety concerns and the Sewer Trunk Project along Los Alamitos Boulevard and Seal Beach Boulevard.

Dr. Friedman reported that the four elementary schools within Rossmoor have confirmed they are providing informational safety tips to their students and parents by posting reminders on the electronic sign boards and including them in handouts. Dr. Friedman acknowledged that the RCSD will be placing banners on fences at each elementary school on a rotating basis that remind drivers to slow down. Mr. Mendoza will be communicating with each principal and Dr. Friedman when the banners will be posted.

CHP reminded everyone to call (714)892-4426 to report non-emergency speeding and traffic issues. This is very important, since all calls are recorded and analyzed on an ongoing basis. CHP uses this data to provide future safety enhancements.

D. **ADJOURNMENT**: 8:20 p.m.

LEGEND:

-  - Existing Speed Limit Signs
-  - Proposed radar speed feedback signs (RSFS) locations



Location No. 2 – 3272 Oak Grove Rd

- a) Southbound direction
- b) Located on 3272 Oak Grove Rd, possibly in front of tree
- c) Existing Conditions:
 - Red curb from end of ramp to 10-ft north
 - Street sweeping sign located near end of red curb
 - 2 trees (one may need to be removed)
 - On-street parking allowed
- d) Need approval from Rossmoor Town Homes and 3272 Oak Grove Rd



RSFS – Montecito Road Locations

Location No. 1 – Rossmoor Chateau (about 10-ft in front of the wooden electrical pole)

- a) Northbound direction
- b) Located ~45-ft from end of the Entrance driveway
- c) Distance ~465-ft from Copa De Oro
- d) Existing Conditions:
 - On-street parking allowed
 - North side of driveway: painted red curb (20-ft) and “No Parking Any Time” sign at the end of the red curb
- e) Need approval from apartment complex and surrounding homes



D2

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM D-2

Date: April 13, 2021

To: Honorable Board of Directors

From: General Manager Joe Mendoza
Initiated by Park Superintendent Omero Perez

Subject: QUARTERLY PARKS AND FACILITIES MAINTENANCE
REPORT

RECOMMENDATION

Receive and file report.

BACKGROUND

The Quarterly Parks and Facilities Maintenance Report is intended to provide the Board with the status of the activities and programs being performed in the furtherance of the District's Parks and Facilities Maintenance Program.

ATTACHMENTS

1. Quarterly Parks and Facilities Maintenance Report

RCSD PARKS AND FACILITIES MAINTENANCE DEPARTMENT
Quarterly Report to the Board
APRIL 2021

SUMMARY

Inspection of District Properties – The facilities at Rossmoor, Rush Park and Montecito Center are fully operational with no significant issues.

Maintenance of District Properties – District staff continues to inspect District properties and are conducting the following maintenance as follows:

DAILY

- Facility safety check and recording
- Restrooms and trash – a.m.-noon-end of day – see protocols
- Wipe down rails and swings of playgrounds
- Wipe down and clean picnic tables in shelters and around the park
- Wipe down exercise machines
- Clean doorknobs around main entrances of buildings
- Vacuum offices
- Blow off walkway to Rossmoor park entrance
- Clean and disinfect the kitchen at all parks
- Monitor landscape contractor
- Clean and inspect drinking fountains
- Check and mop svt floors at Montecito Center
- Check emergency defibrillators in all the facilities

WEEKLY

- Deep clean Rossmoor and Montecito restrooms every other week with versa machine
- Deep clean rush restrooms every other week with versa machine
- Wash windows at rush every other week
- Wash, clean and gas up RCSD vehicles once per week
- Wash windows at Rossmoor every other week
- Power wash courts every other week
- Blow off courts every other week
- Power wash playgrounds every week
- Weed and scarify infields at rush park
- Deep clean the refrigerator at all parks
- Disinfect main office and all the facilities with fog machine
- Clean and disinfect drinking fountains

MONTHLY

- Spot clean carpets
- Clean all blinds at parks

- Dust ceilings in all rooms at all parks for cobwebs and dust
- Wipe down all ventilation outlets
- Trim the Rossmoor wall the first week of each month
- Inventory of all supplies by the first week of each month
- Post and take down street sweeping banners twice per month
- Post and take down Board Meeting banners

QUARTERLY

- Service HVAC system
- Service fire alarms
- Service all fire extinguishers
- Service fire suppression system
- Wash canopy roof at Rossmoor and Rush park
- Repainted backstops and benches at Rossmoor and Rush park
- Service sewer main lines at all the facilities
- Landscaping contractor aerated the parks and rototilled the playground sand pits

MISCELLANEOUS

- Electrician replaced 7 lights with new LED fixtures around the Rossmoor park building.
- The RCSD renewed the maintenance contract with the landscaping contractor.
- Contractor repaired and serviced irrigation pump at Rush park
- Painted and replaced some wooden boards to a planter at Kempton park
- Contractor replaced 2 broken toilets at Rush and 1 at Rossmoor park

Respectfully Submitted By:
Omero Perez, Park Superintendent

D3

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM D-3

Date: April 13, 2021

To: Honorable Board of Directors

From: General Manager Joe Mendoza

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

RECOMMENDATION

Review and discuss information provided; give staff direction regarding the process the Rossmoor Community Services (RCSD) Board of Directors wishes to implement to move forward in working towards securing community input and support of legislative officials; and developing the next steps as the District moves forward in an effort to amend the provisions of the Community Services District Law to allow for enhanced local control of various services for residents.

BACKGROUND

In the early 1980s the County was faced with a sizeable deficit in County Service Area 21. Rossmoor had three choices: cut services, consolidate County Services Area (CSA) 21 with other CSAs in the county, or form an independent Community Services District (CSD) for Rossmoor. After considerable study by a citizens group, it was recommended that Rossmoor voters approve the formation of a CSD, which would be the most advantageous choice financially for Rossmoor. A special district has many of the powers of a city with the notable exception of land-use planning.

The RCSD was formed in November 1986 as a result of a general election of Rossmoor voters to replace the Rossmoor County Service Area No. 21 (CSA 21). At that election, a majority of Rossmoor voters approved an order adopted on June 25, 1986 by the Board of Supervisors of Orange County to form the RCSD and concurrently dissolve the Rossmoor CSA 21, to establish that the boundaries of RCSD would be the entire territory of the unincorporated Rossmoor Community, that the RCSD would be the

successor agency to the Rossmoor CSA 21 and take over the assets and assume all liabilities and obligations of the Rossmoor CSA 21, and to elect a five member Board of Directors for RCSD.

The powers granted to the RCSD were: public recreation facilities and services, street lighting and authority over parkway and median trees. Also included were the specific services previously provided by Rossmoor CSA 21 which were: local park development and maintenance, road related landscape maintenance, street sweeping and community center/recreation programs. At that time, this included Rossmoor Park, the mini-parks and Montecito Center. In November 1990, the Rossmoor voters approved a ballot measure to acquire Rush School and surrounding grounds and to tax themselves to pay for one or more bonds to acquire the property. The bond was paid off in 2020.

Subsequently, there has been discussion over the years about enhanced powers which would allow more local control of services that are provided to Rossmoor residents, rather than relying on the County of Orange to administer contracts and oversee providers. The District feels that local control would provide improved communication, services, efficiency and responsiveness.

INFORMATION

On February 25, 2021, the RCSD Board of Directors held a Special Board Meeting via Zoom to discuss a proposed assembly bill to amend the provisions of the Community Services District Law to enhance the powers of the RCSD to control various services for residents (i.e. trash collection, animal control, and other functions). At the meeting, the Board voted to put the draft assembly bill forward as a place holder since Assemblymember Janet Nguyen (72nd District) was willing to introduce the bill. After input from the community and further evaluation, RCSD Board President Jeffrey Barke and Assemblymember Janet Nguyen concurred that the bill should be withdrawn from consideration this year, to allow time for the RCSD Board to work with Assemblymember Nguyen's legislative staff to craft language that could improve the success of the bill as it works its way through the legislative process at the County and State levels.

In addition, the RCSD Board would like to make sure the community is fully aware and engaged in the process. Therefore, to facilitate transparency and outreach, the Board may consider the following options:

- A series of meetings of the Rossmoor Advisory Committee. This committee consists of President Barke, Vice President DeMarco, two RHA members, and community member at-large Michael Maynard (former RCSD Boardmember and President). The Committee would strategize and determine the process to move forward in reviewing the bill, seeking input from Assemblymember Nguyen's office, and formalizing an outreach plan for the community.
- Establish a calendar of community workshops in conjunction with Assemblymember Nguyen's office to provide information to the community and secure their input.
- Establish a timeline to secure input from the entire community via a survey.
- Utilize various methods (newspaper, social media, RCSD website) to educate the community about the goals of enhanced local control for Rossmoor.
- Once the bill is introduced and passed, determine the priority of local control items for consideration. The process will include working with Orange County Public Works, in conjunction with the Second Supervisorial District office in analyzing the fiscal impact and funding to RCSD to provide various services to the community.

E1a

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM E-1a.

Date: April 13, 2021
To: Honorable Board of Directors
From: General Manager Joe Mendoza
Initiated by Administrative Assistant Liz Deering
Subject: REGULAR BOARD MEETING MINUTES OF MARCH 9, 2021

RECOMMENDATION

Approve the Minutes of the Regular Meeting of March 9, 2021 as prepared by the Board's Secretary/General Manager.

BACKGROUND

The report reflects the actions of the Board at their meeting of March 9, 2021 as recorded by the Board's Secretary/General Manager.

ATTACHMENTS

1. RCSD Board Meeting Minutes of March 9, 2021



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

REGULAR MEETING

RUSH PARK
3021 Blume Drive
Rossmoor, California

Tuesday, March 9, 2021

A. ORGANIZATION:

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

- 2. ROLL CALL:** Directors Nitikman, Rips, Searles
President Barke
Director DeMarco had an excused absence.

- 3. PLEDGE OF ALLEGIANCE:** Director Nitikman led the Pledge of Allegiance.

4. PRESENTATIONS:

a. SERGEANT SU RE: ORANGE COUNTY ANIMAL CARE SERVICES

Sergeant Su with Orange County Animal Care Services provided an overview of County Animal Care Services, discussed leash laws and enforcement, and stated that in response to increasing complaints regarding off leash dogs at Rush Park in Rossmoor, OC Animal Control would be conducting daily morning and afternoon patrols and issuing citations for off leash violations.

B. ADDITIONS TO AGENDA: None

C. PUBLIC FORUM:

Rossmoor residents shared viewpoints regarding the February 25, 2021 Special Meeting both in person and via Zoom. President Barke stated that since the Assembly Bill Item was not an agenda item, it could not be discussed by the Board. President Barke stated that he had invited former RCSD President Michael Maynard to provide a historical overview of the draft Assembly Bill and afterwards he would open the meeting for public comment.

Residents Maureen Wauters, Angie Epstein, Gina Bryson and Kevin Pearce spoke in favor of the draft Assembly Bill which would allow the RCSD Board to activate Latent Powers. Residents Jo Shade, Ralph Vartabedian, Kevin Boylan, Michelle Fieldson, JoAnn Levy, Marian Last, and Scott Miller felt that a Special Meeting, even if properly noticed according to law, did not provide the public with sufficient notice to thoroughly examine and discuss the topic. Denise suggested scheduling four Townhall Meetings (two day / two evening) to allow residents to give input.

D. REPORTS TO THE BOARD:

1. REPORT OF THE BUDGET COMMITTEE RE: APPROVAL OF FY 2020-2021 MID-YEAR BUDGET AND ADOPTION OF RESOLUTION NO. 21-03-09-01

Joe Mendoza introduced Ken Pun who reported on the Mid-Year Budget. Discussion ensued relative to revenues, expenditures, future property tax and facility revenue projections.

AT THIS TIME PRESIDENT BARKE MOVED ITEM G-1 RESOLUTION NO. 21-03-09-01 AHEAD IN THE AGENDA

Motion by President Barke seconded by Director Rips to adopt Resolution No. 21-03-09-01, A Resolution of the Rossmoor Community Services District Establishing the Mid-Year Budget Revenue and Expenditures Total Amounts for the Fiscal Year 2021-2022 by roll call vote by reading the title only and waiving further reading. Motion passed by roll call vote, 4-0.

2. ADMINISTRATIVE ASSISTANT REPORT

Administrative Assistant Elizabeth Deering gave an overview of the status of the District's administrative, public relations, and communication accomplishments in accordance with the District's Mission, Goals and Objectives. She announced that in addition to the legal posting requirements as set forth in Government Code section 54953.5(b), the District would send out monthly board meeting reminders and committee meeting reminders until a website subscription module was implemented to automate the process. The report was received and filed.

3. GENERAL MANAGER COMMUNITY TRAFFIC UPDATE

Joe Mendoza reported that RCSD staff has been working with Orange County Public Works (OCPW) and California Highway Patrol (CHP) to institute traffic safety measures recommended by the Traffic Committee. Stop signs have been replaced with 36-inch stop signs for better visibility at Bradbury Road, Copa De Oro Drive, and Mainway Drive on both sides of Montecito Road. Installation is underway to provide a strip of retroreflective material on the supports of the stop signs. Placement of Portable Radar Speed Feedback Sign trailers (RSFS) has been scheduled throughout the community during 2021 and OCPW is studying and identifying locations to place Permanent RSFS along Montecito Road and Orangewood Avenue. Staff is researching the cost to purchase a portable RSFS trailer to supplement the CHP and OCPW trailers. RCSD staff will be working with Los Alamitos Unified School District to provide a comprehensive traffic safety program at each elementary school in Rossmoor. The report was received and filed.

E. CONSENT CALENDAR:

PRESIDENT BARKE REQUESTED THAT ITEM E-1b MINUTES OF THE SPECIAL BOARD MEETING/BROWN ACT STUDY SESSION BE PULLED FROM THE AGENDA

DIRECTOR SEARLES REQUESTED THAT ITEM E-1c MINUTES OF THE SPECIAL BOARD MEETING OF FEBRUARY 25, 2021 BE PULLED FROM THE AGENDA

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

Motion by President Barke, seconded by Director Rips to approve Consent Calendar Items E-1a., as submitted. Motion passed 4-0.

**1b. MINUTES OF THE SPECIAL BOARD MEETING/BROWN ACT STUDY SESSION
February 9, 2021**

President Barke stated that he was not present at the February 9, 2021 Special Meeting and would therefore be abstaining from the vote. Motion by Director Rips, seconded by Director Nitikman to approve Consent Calendar Items E-1a, E-1b., as submitted. Motion passed 3-1, with President Barke abstaining.

1c. MINUTES OF THE SPECIAL BOARD MEETING—February 25, 2021

Motion by President Barke, seconded by Director Nitikman to approve Consent Calendar Items E-1c. after incorporating the changes requested by Director Searles, which he agreed to send via email. Motion passed 4-0.

F. PUBLIC HEARING: None

G. RESOLUTIONS:

- 1. RESOLUTION NO. 21-03-09-01 A RESOLUTION OF THE ROSSMOOR COMMUNITY SERVICES DISTRICT ESTABLISHING THE MID-YEAR BUDGET REVENUE AND EXPENDITURES TOTAL AMOUNTS FOR THE FISCAL YEAR 2020-2021**

ORDINANCES: None

H. REGULAR CALENDAR:

- 1. YOUTH CENTER ROSSMOOR PARK SUMMER DAY CAMP AND AFTER SCHOOL PROGRAM COOPERATIVE PROGRAM AGREEMENT AT ROSSMOOR PARK AND RUSH PARK (2021-2024)**

Discussion ensued. Director Rips opined that while he agreed the partnership with the Youth Center was important to the community, he felt it was prudent to further examine the costs of wear and tear on District facilities. He suggested renegotiating future compensation to achieve a more accurate and equitable representation of those costs. Motion by President Barke, seconded by Director Nitikman to approve the Youth Center Rossmoor Park Summer Day Camp and After School Program Cooperative Program Agreement at Rossmoor Park and Rush Park (2021-2024). Motion passed 4-0.

- 2. DISCUSSION AND POSSIBLE ACTION RE: APPROVAL OF PROPOSED PROFESSIONAL SERVICES AGREEMENTS FOR TENNIS INSTRUCTION AT ROSSMOOR PARK**

Discussion ensued relative to hourly rate increases, court maintenance costs, court availability for residents, tennis instructor liability insurance, cost savings from the digital tennis schedule and a future facility fee survey. Motion by President Barke, seconded by Director Searles to approve the proposed Professional Services Agreements for Fernando Molina and Beau Berglund to provide Tennis Instruction at Rossmoor Park and upgrade in court fees. Motion passed 4-0.

3. DISCUSSION AND POSSIBLE ACTION RE: APPROVAL OF PROPOSED PROFESSIONAL SERVICES AGREEMENT WITH BRIGHTVIEW LANDSCAPING SERVICES

Discussion ensued relative to systemic herbicides as the preferred method rather than the last resort. Director Nitikman requested that staff work with Brightview to clarify the language and make the services in Exhibit A clearer and more coherent. Motion by Director Nitikman, seconded by President Barke to approve the proposed Professional Services Agreements with Brightview Landscaping Services, with the changes requested by Director Nitikman to consolidate the amendments on page 117, Exhibit A, District Scope of Work and page 122, Exhibit B, Brightview Proposed Scope of Work, and make them more consistent and cohesive. The Board requested that the General Manager move forward with the agreement. Motion passed 4-0.

I. GENERAL MANAGER ITEMS:

General Manager Joe Mendoza reported he and District Counsel are continuing to work with OCPW administration and County Counsel in finalizing a resolution and agreement to be presented to the Orange County Board of Supervisors for adoption. Staff continues to work with the Orange County Geographic Information System (GIS) staff to develop a GIS map to identify the most efficient route to accommodate an odd/even street-sweeping schedule.

COVID-19 reopening guidelines have changed to allow churches to move back inside with a maximum of 25% of the building capacity. Both Calvary and GOND churches will be moving back indoors, youth sports leagues have been approved to make reservations and District parks are seeing an increase in participation. Staff has met with the Los Alamitos Unified School District, Rossmoor Homeowners Association, and local sports organizations to plan future community events.

District Arborist and Recreation Superintendent have been working with the Lee Elementary School PTA and City of Los Alamitos Recreation Department staff in planning a fifth-grade scavenger hunt at Rossmoor Park. District staff will provide an Arbor Day educational component that will include activities and educational material for participants. The event is planned for March 22 and March 23 from 5 p.m. to 7:30 p.m. The report was received and filed.

J. GENERAL COUNSEL ITEMS:

General Counsel Tarquin Preziosi provided an overview of the Assembly Bill legislative process for placing spot holder bills on calendar. Under Rule 61, February 26, 2021 is the last day to introduce a bill during this legislative session. The report was received and filed.

K. BOARD MEMBER ITEMS:

Director Searles thanked the community for their participation in person and via Zoom. He thanked Liz Deering for her presentation and efforts to increase communication and added he was very excited to learn that District Arborist Mary Kingman will be providing educational outreach to the schools as the Board requested last month. Director Searles requested that the freeway sound wall mitigation issue, formerly discussed with Assemblyman Tyler Diep, be brought back for discussion with Assemblywoman Nguyen and Senator Umberg. Many Rossmoor residents were impacted by

significant traffic noise and he wanted to find out what the state is planning to do to improve the sound wall. Director Searles also requested that reminders be sent out for any upcoming committee meetings. Joe Mendoza replied he was in the process of scheduling committee meetings and would be sure to share those dates.

President Barke requested that the General Manager reassemble the former committee members to restart the conversation and strategize a plan to address the sound wall issue as suggested by Director Searles.

Director Nitikman thanked the community for participating in the meeting and he was committed to increasing communication. He requested that the following two agenda items: Scheduling several Townhall Meetings to discuss the Latent Powers issue along with promotion plan; The Board consider an author's amendment to the Latent Powers Assembly Bill either before or at first committee that would specify that a voter referendum was required before any latent powers could be adopted by the Board, to give everyone an opportunity to confirm that they still wish to proceed. Director Nitikman concluded by reminding everyone about daylight savings time this weekend.

Director Rips echoed Director Searles comments relative to the freeway sound wall issue. He thanked Liz Deering for her endeavors to increase communication and complimented the staff for the technical improvements to Zoom. Director Rips stated that he was encouraged by the Ken Pun Group's accounting firm working with the District to implement changes to its finances to increase efficiencies.

President Barke thanked District Staff for their hard work and stated it was great to have so much community involvement. President Barke stated that public perception is important. He opined, in hindsight, the Special Meeting was the prudent course of action because the RCSD Board had to act quickly to meet Assemblywoman Nguyen's legislation submission deadline for a placeholder Assembly Bill. President Barke concurred with Director Nitikman's suggestions for amending the language in the bill and was committed to working with the General Manager to create a mechanism of public input to further discuss its details. If the bill is passed, the District would need to examine its process for enacting any additional latent powers, its staff resources, roles, and responsibilities. President Barke concluded that he looked forward to engaging with the community and working with Assemblywoman Nguyen to craft the final bill.

L. CLOSED SESSION: None

M. ADJOURNMENT:

Motion by President Barke seconded by Director Rips to adjourn the regular meeting at 9:40 p.m. Motion passed 4-0.

SUBMITTED BY:

**Joe Mendoza
General Manager**

E2

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM E-2

Date: April 13, 2021
To: Honorable Board of Directors
From: General Manager Joe Mendoza
Initiated by: Accountant Ken Pun
Subject: REVENUE & EXPENDITURE REPORT – MARCH 2021

RECOMMENDATION

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

BACKGROUND

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

ATTACHMENT

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

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

	Original Budget	YTD		Variance	% of Budget
		9 Month Actual	Current Month		
Revenues:					
Property taxes	\$ 1,036,195	\$ 702,960	\$ 79,478	\$ 333,235	67.84%
Assessments	360,000	244,956	27,603	115,044	68.04%
Use of money and property	16,000	3,089	-	12,911	19.31%
Intergovernmental	65,400	2,483	-	62,917	3.80%
Fees and services	164,900	51,409	4,351	113,491	31.18%
Other revenues	77,000	9,074	838	67,926	11.78%
Total revenues	<u>1,719,495</u>	<u>1,013,971</u>	<u>112,270</u>	<u>705,524</u>	<u>58.97%</u>
Expenditures:					
Administration	781,025	604,675	62,288	176,350	77.42%
Recreation	39,750	13,920	-	25,830	35.02%
Rossmoor Park	101,910	57,696	4,938	44,214	56.61%
Montecito Center	31,660	11,615	951	20,045	36.69%
Rush Park	226,240	128,117	14,018	98,123	56.63%
Street Lighting	108,000	56,607	-	51,393	52.41%
Rossmoor Wall	3,700	-	-	3,700	0.00%
Street Sweeping	60,000	41,383	15,790	18,617	68.97%
Parkway Trees	166,500	173,117	58,746	(6,617)	103.97%
Mini-Parks and Medians	14,500	6,751	431	7,749	46.56%
Total expenditures	<u>1,533,285</u>	<u>1,093,881</u>	<u>157,162</u>	<u>439,404</u>	<u>71.34%</u>
Changes in Fund Balance	<u>\$ 186,210</u>	<u>(79,910)</u>	<u>(44,892)</u>	<u>\$ 266,120</u>	
Fund Balance:					
Beginning of Period		<u>1,130,999</u>			
End of Period		<u>\$ 1,051,089</u>			

REVENUE/EXPENDITURE REPORT

Rossmoor Community

For the Period: 7/1/2020 to 3/31/2021	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	957,500.00	957,500.00	647,559.21	77,493.30	0.00	309,940.79	67.6
3001 Current unsecured prop tax	29,000.00	29,000.00	25,613.02	0.00	0.00	3,386.98	88.3
3002 Prior secured property taxes	7,500.00	7,500.00	9,991.22	565.72	0.00	-2,491.22	133.2
3003 Prior unsecured prop taxes	395.00	395.00	0.00	0.00	0.00	395.00	0.0
3004 Delinquent property taxes	800.00	800.00	0.00	0.00	0.00	800.00	0.0
3010 Current supplemental assessmt	24,000.00	24,000.00	11,320.29	1,418.74	0.00	12,679.71	47.2
3020 Public utility tax	17,000.00	17,000.00	8,476.38	0.00	0.00	8,523.62	49.9
PROPERTY TAXES	1,036,195.00	1,036,195.00	702,960.12	79,477.76	0.00	333,234.88	67.8
Acct Class: 31 ASSESSMENTS							
3105 Street light assessments	360,000.00	360,000.00	244,956.34	27,602.72	0.00	115,043.66	68.0
ASSESSMENTS	360,000.00	360,000.00	244,956.34	27,602.72	0.00	115,043.66	68.0
Acct Class: 32 USE OF MONEY AND PROPERTY							
3200 Interest on investments	16,000.00	16,000.00	3,088.80	0.00	0.00	12,911.20	19.3
USE OF MONEY AND PROPERTY	16,000.00	16,000.00	3,088.80	0.00	0.00	12,911.20	19.3
Acct Class: 33 OTHER GOVERNMENT AGENCIES							
3301 State homeowner proptax relief	5,400.00	5,400.00	2,482.64	0.00	0.00	2,917.36	46.0
3305 County street sweep reimburse	60,000.00	60,000.00	0.00	0.00	0.00	60,000.00	0.0
OTHER GOVERNMENT AGENCIES	65,400.00	65,400.00	2,482.64	0.00	0.00	62,917.36	3.8 &
Acct Class: 34 FEES AND SERVICES &							
3404 Court reservations	25,000.00	25,000.00	29,131.71	48.00	0.00	-4,131.71	116.5
3405 Wall Rental	400.00	400.00	0.00	0.00	0.00	400.00	0.0
3406 Ball field reservations	23,000.00	23,000.00	2,114.00	0.00	0.00	20,886.00	9.2
3410 Rossmoor building rental	16,500.00	16,500.00	2,504.00	1,204.00	0.00	13,996.00	15.2
3412 Montecito building rental	25,000.00	25,000.00	6,120.50	344.00	0.00	18,879.50	24.5
3414 Rush Park Building Rental	75,000.00	75,000.00	11,539.00	2,755.00	0.00	63,461.00	15.4
FEES AND SERVICES	164,900.00	164,900.00	51,409.21	4,351.00	0.00	113,490.79	31.2 &
Acct Class: 35 OTHER REVENUE &							
3500 Other miscellaneous revenue	3,000.00	3,000.00	9,073.94	837.83	0.00	-6,073.94	302.5
3502 Administrative Fee	20,000.00	20,000.00	0.00	0.00	0.00	20,000.00	0.0
3504 Winterfest Sponsorships	14,000.00	14,000.00	0.00	0.00	0.00	14,000.00	0.0
3600 TRANSFER IN/OUT OTHER FUNDS	40,000.00	40,000.00	0.00	0.00	0.00	40,000.00	0.0
OTHER REVENUE	77,000.00	77,000.00	9,073.94	837.83	0.00	67,926.06	11.8
Dept: 00	1,719,495.00	1,719,495.00	1,013,971.05	112,269.31	0.00	705,523.95	59.0
Revenues	1,719,495.00	1,719,495.00	1,013,971.05	112,269.31	0.00	705,523.95	59.0
Expenditures							
Dept: 10 ADMINISTRATION							
Acct Class: 40 SALARIES AND BENEFITS							
4000 Board of Directors Compensatn	9,000.00	9,000.00	1,900.00	0.00	0.00	7,100.00	21.1
4001 Salaries - Full-time	0.00	0.00	160,444.28	0.00	0.00	-160,444.28	0.0
4002 Salaries - Part-time	20,000.00	20,000.00	12,097.75	0.00	0.00	7,902.25	60.5
4003 Salaries - Overtime	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00	0.0
4006 SALARY - ADMINISTRATION	168,000.00	168,000.00	80,753.36	0.00	0.00	87,246.64	48.1
4007 Vehicle Allowance	1,500.00	1,500.00	584.09	289.42	0.00	915.91	38.9
4008 SALARY - RECREATION	108,800.00	108,800.00	20,405.99	0.00	0.00	88,394.01	18.8
4009 SALARY - PARK/TREE MAINTENANCE	109,600.00	109,600.00	23,687.22	0.00	0.00	85,912.78	21.6
4010 Workers Compensation Insurance	15,000.00	15,000.00	12,935.82	0.00	0.00	2,064.18	86.2
4011 Medical Insurance	75,000.00	75,000.00	35,455.97	0.00	0.00	39,544.03	47.3
4015 Federal Payroll Tax -FICA	36,000.00	36,000.00	4,573.85	0.00	0.00	31,426.15	12.7
SALARIES AND BENEFITS	544,400.00	544,400.00	352,838.33	289.42	0.00	191,561.67	64.8

REVENUE/EXPENDITURE REPORT

Rossmoor Community

For the Period: 7/1/2020 to 3/31/2021	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 10 - GENERAL FUND							
Expenditures							
Dept: 10 ADMINISTRATION							
Acct Class: 50 OPERATIONS AND MAINTENANCE							
5002 Insurance - Liability	24,165.00	24,165.00	35,771.00	0.00	0.00	-11,606.00	148.0
5004 Memberships and Dues	7,200.00	7,200.00	6,367.76	0.00	0.00	832.24	88.4
5006 Travel & Meetings	2,500.00	2,500.00	911.27	0.00	0.00	1,588.73	36.5
5007 Televised Meeting Costs	17,860.00	17,860.00	10,563.20	0.00	0.00	7,296.80	59.1
5010 Publications & Legal Notices	6,500.00	6,500.00	1,528.13	0.00	0.00	4,971.87	23.5
5012 Printing	3,000.00	3,000.00	1,314.79	0.00	0.00	1,685.21	43.8
5014 Postage	5,000.00	5,000.00	134.10	0.00	0.00	4,865.90	2.7
5015 Covid Expense	0.00	0.00	18,396.14	0.00	0.00	-18,396.14	0.0
5016 Office Supplies	10,000.00	10,000.00	21,817.03	0.00	0.00	-11,817.03	218.2
5020 Telephone	12,500.00	12,500.00	6,481.77	0.00	0.00	6,018.23	51.9
5021 Computer Costs	5,000.00	5,000.00	2,183.40	0.00	0.00	2,816.60	43.7
5045 Miscellaneous Expenditures	10,000.00	10,000.00	26,536.50	179.88	0.00	-16,536.50	265.4
5046 Bank Service Charge	3,400.00	3,400.00	511.42	0.00	0.00	2,888.58	15.0
5050 Elections	8,000.00	8,000.00	8,528.20	0.00	0.00	-528.20	106.6
5052 Minor Facility Repairs	0.00	0.00	125.00	0.00	0.00	-125.00	0.0
<hr/>							
OPERATIONS AND MAINTENANCE	115,125.00	115,125.00	141,169.71	179.88	0.00	-26,044.71	122.6
Acct Class: 56 CONTRACT SERVICES							
5610 Legal Counsel	50,000.00	50,000.00	32,081.94	4,520.00	0.00	17,918.06	64.2
5615 Financial Audit-Consulting	13,000.00	13,000.00	13,000.00	0.00	0.00	0.00	100.0
5619 Bond Trustee	0.00	0.00	3,323.50	0.00	0.00	-3,323.50	0.0
5670 Other Professional Services	50,000.00	50,000.00	24,241.48	2,931.28	0.00	25,758.52	48.5
<hr/>							
CONTRACT SERVICES	113,000.00	113,000.00	72,646.92	7,451.28	0.00	40,353.08	64.3
Acct Class: 60 CAPITAL EXPENDITURES							
6005 Buildings and Improvements	6,500.00	6,500.00	2,206.82	0.00	0.00	4,293.18	34.0
6010 Equipment	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	0.0
<hr/>							
CAPITAL EXPENDITURES	8,500.00	8,500.00	2,206.82	0.00	0.00	6,293.18	26.0
<hr/>							
ADMINISTRATION	781,025.00	781,025.00	568,861.78	7,920.58	0.00	212,163.22	72.8
Dept: 20 RECREATION							
Acct Class: 50 OPERATIONS AND MAINTENANCE							
5016 Office Supplies	0.00	0.00	150.00	0.00	0.00	-150.00	0.0
5017 Community Events	39,500.00	39,500.00	13,770.00	0.00	0.00	25,730.00	34.9
<hr/>							
OPERATIONS AND MAINTENANCE	39,500.00	39,500.00	13,920.00	0.00	0.00	25,580.00	35.2
Acct Class: 60 CAPITAL EXPENDITURES							
6010 Equipment	250.00	250.00	0.00	0.00	0.00	250.00	0.0
<hr/>							
CAPITAL EXPENDITURES	250.00	250.00	0.00	0.00	0.00	250.00	0.0
<hr/>							
RECREATION	39,750.00	39,750.00	13,920.00	0.00	0.00	25,830.00	35.0
Dept: 30 ROSSMOOR PARK							
Acct Class: 50 OPERATIONS AND MAINTENANCE							
5018 Janitorial Supplies	6,000.00	6,000.00	3,181.31	0.00	0.00	2,818.69	53.0
5022 Utilities	12,500.00	12,500.00	4,267.34	0.00	0.00	8,232.66	34.1
5023 Water	27,000.00	27,000.00	23,909.22	0.00	0.00	3,090.78	88.6
5025 SECURED PROP TAX	1,060.00	1,060.00	518.49	0.00	0.00	541.51	48.9
5030 Vehicle Maintenance	1,050.00	1,050.00	165.42	0.00	0.00	884.58	15.8
5032 Building & Grounds-Maintenance	30,000.00	30,000.00	7,929.78	0.00	0.00	22,070.22	26.4
5034 Alarm Systems	850.00	850.00	618.58	0.00	0.00	231.42	72.8
5045 Miscellaneous Expenditures	450.00	450.00	0.00	0.00	0.00	450.00	0.0
5051 Equipment Rental	250.00	250.00	0.00	0.00	0.00	250.00	0.0
5052 Minor Facility Repairs	250.00	250.00	0.00	0.00	0.00	250.00	0.0
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OPERATIONS AND MAINTENANCE	79,410.00	79,410.00	40,590.14	0.00	0.00	38,819.86	51.1
Acct Class: 56 CONTRACT SERVICES							
5655 Landscape Maintenance	22,000.00	22,000.00	17,106.05	2,378.00	0.00	4,893.95	77.8

REVENUE/EXPENDITURE REPORT

Rossmoor Community

For the Period: 7/1/2020 to 3/31/2021		Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 10 - GENERAL FUND								
Expenditures								
Dept: 30 ROSSMOOR PARK								
	CONTRACT SERVICES	22,000.00	22,000.00	17,106.05	2,378.00	0.00	4,893.95	77.8
	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
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	ROSSMOOR PARK	101,910.00	101,910.00	57,696.19	2,378.00	0.00	44,213.81	56.6
Dept: 40 MONTECITO CENTER								
Acct Class: 50 OPERATIONS AND MAINTENANCE								
5018	Janitorial Supplies	6,000.00	6,000.00	3,181.31	0.00	0.00	2,818.69	53.0
5022	Utilities	2,000.00	2,000.00	697.45	0.00	0.00	1,302.55	34.9
5023	Water	2,250.00	2,250.00	1,104.29	0.00	0.00	1,145.71	49.1
5025	SECURED PROP TAX	910.00	910.00	435.42	0.00	0.00	474.58	47.8
5030	Vehicle Maintenance	1,050.00	1,050.00	165.52	0.00	0.00	884.48	15.8
5032	Building & Grounds-Maintenance	10,000.00	10,000.00	2,796.13	0.00	0.00	7,203.87	28.0
5034	Alarm Systems	500.00	500.00	597.55	0.00	0.00	-97.55	119.5
5045	Miscellaneous Expenditures	500.00	500.00	0.00	0.00	0.00	500.00	0.0
5051	Equipment Rental	250.00	250.00	0.00	0.00	0.00	250.00	0.0
5052	Minor Facility Repairs	250.00	250.00	0.00	0.00	0.00	250.00	0.0
	OPERATIONS AND MAINTENANCE	23,710.00	23,710.00	8,977.67	0.00	0.00	14,732.33	37.9
	Acct Class: 56 CONTRACT SERVICES							
5655	Landscape Maintenance	2,450.00	2,450.00	1,837.45	201.00	0.00	612.55	75.0
	CONTRACT SERVICES	2,450.00	2,450.00	1,837.45	201.00	0.00	612.55	75.0
	Acct Class: 60 CAPITAL EXPENDITURES							
6005	Buildings and Improvements	5,000.00	5,000.00	800.00	0.00	0.00	4,200.00	16.0
6010	Equipment	500.00	500.00	0.00	0.00	0.00	500.00	0.0
	CAPITAL EXPENDITURES	5,500.00	5,500.00	800.00	0.00	0.00	4,700.00	14.5
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	MONTECITO CENTER	31,660.00	31,660.00	11,615.12	201.00	0.00	20,044.88	36.7
Dept: 50 RUSH PARK								
Acct Class: 50 OPERATIONS AND MAINTENANCE								
5016	Office Supplies	0.00	0.00	956.65	0.00	0.00	-956.65	0.0
5018	Janitorial Supplies	6,000.00	6,000.00	3,185.34	0.00	0.00	2,814.66	53.1
5022	Utilities	23,000.00	23,000.00	12,668.92	0.00	0.00	10,331.08	55.1
5023	Water	42,000.00	42,000.00	28,910.69	0.00	0.00	13,089.31	68.8
5025	SECURED PROP TAX	4,040.00	4,040.00	1,984.28	0.00	0.00	2,055.72	49.1
5030	Vehicle Maintenance	1,200.00	1,200.00	165.42	0.00	0.00	1,034.58	13.8
5032	Building & Grounds-Maintenance	43,000.00	43,000.00	25,827.53	0.00	0.00	17,172.47	60.1
5034	Alarm Systems	550.00	550.00	751.56	0.00	0.00	-201.56	136.6
5045	Miscellaneous Expenditures	250.00	250.00	0.00	0.00	0.00	250.00	0.0
5051	Equipment Rental	250.00	250.00	0.00	0.00	0.00	250.00	0.0
5052	Minor Facility Repairs	250.00	250.00	0.00	0.00	0.00	250.00	0.0
	OPERATIONS AND MAINTENANCE	120,540.00	120,540.00	74,450.39	0.00	0.00	46,089.61	61.8
	Acct Class: 56 CONTRACT SERVICES							
5655	Landscape Maintenance	22,000.00	22,000.00	16,537.05	1,809.00	0.00	5,462.95	75.2
	CONTRACT SERVICES	22,000.00	22,000.00	16,537.05	1,809.00	0.00	5,462.95	75.2
	Acct Class: 60 CAPITAL EXPENDITURES							
6005	Buildings and Improvements	43,700.00	43,700.00	37,129.50	0.00	0.00	6,570.50	85.0
	CAPITAL EXPENDITURES	43,700.00	43,700.00	37,129.50	0.00	0.00	6,570.50	85.0
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	RUSH PARK	186,240.00	186,240.00	128,116.94	1,809.00	0.00	58,123.06	68.8
Dept: 60 STREET LIGHTING								

REVENUE/EXPENDITURE REPORT

Rossmoor Community

For the Period: 7/1/2020 to 3/31/2021		Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 10 - GENERAL FUND								
Expenditures								
Dept: 60 STREET LIGHTING								
Acct Class: 56 CONTRACT SERVICES								
5650	Lighting and Maintenance	108,000.00	108,000.00	56,606.95	0.00	0.00	51,393.05	52.4
CONTRACT SERVICES		108,000.00	108,000.00	56,606.95	0.00	0.00	51,393.05	52.4
STREET LIGHTING		108,000.00	108,000.00	56,606.95	0.00	0.00	51,393.05	52.4 &
Dept: 65 ROSSMOOR WALL &								
Acct Class: 50 OPERATIONS AND MAINTENANCE &								
5002	Insurance - Liability	2,200.00	2,200.00	0.00	0.00	0.00	2,200.00	0.0
5032	Building & Grounds-Maintenance	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00	0.0
OPERATIONS AND MAINTENANCE		3,700.00	3,700.00	0.00	0.00	0.00	3,700.00	0.0
ROSSMOOR WALL		3,700.00	3,700.00	0.00	0.00	0.00	3,700.00	0.0
Dept: 70 STREET SWEEPING								
Acct Class: 56 CONTRACT SERVICES								
5642	Street Sweeping	60,000.00	60,000.00	41,383.41	0.00	0.00	18,616.59	69.0
CONTRACT SERVICES		60,000.00	60,000.00	41,383.41	0.00	0.00	18,616.59	69.0
STREET SWEEPING		60,000.00	60,000.00	41,383.41	0.00	0.00	18,616.59	69.0
Dept: 80 PARKWAY TREES								
Acct Class: 50 OPERATIONS AND MAINTENANCE								
5017	Community Events	1,500.00	1,500.00	72.20	0.00	0.00	1,427.80	4.8
OPERATIONS AND MAINTENANCE		1,500.00	1,500.00	72.20	0.00	0.00	1,427.80	4.8
Acct Class: 56 CONTRACT SERVICES								
5656	Tree Trimming	117,000.00	117,000.00	153,975.00	0.00	0.00	-36,975.00	131.6
5660	TREE REMOVAL	3,000.00	3,000.00	970.00	0.00	0.00	2,030.00	32.3
CONTRACT SERVICES		120,000.00	120,000.00	154,945.00	0.00	0.00	-34,945.00	129.1
Acct Class: 60 CAPITAL EXPENDITURES								
6015	Trees	45,000.00	45,000.00	18,100.00	0.00	0.00	26,900.00	40.2
CAPITAL EXPENDITURES		45,000.00	45,000.00	18,100.00	0.00	0.00	26,900.00	40.2
PARKWAY TREES		166,500.00	166,500.00	173,117.20	0.00	0.00	-6,617.20	104.0 &
Dept: 90 MINI-PARKS AND MEDIANS &								
Acct Class: 50 OPERATIONS AND MAINTENANCE &								
5022	Utilities	950.00	950.00	180.49	0.00	0.00	769.51	19.0
5023	Water	8,200.00	8,200.00	4,732.61	0.00	0.00	3,467.39	57.7
5032	Building & Grounds-Maintenance	2,500.00	2,500.00	0.00	0.00	0.00	2,500.00	0.0
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	100.00	100.00	0.00	0.00	0.00	100.00	0.0
OPERATIONS AND MAINTENANCE		11,950.00	11,950.00	4,913.10	0.00	0.00	7,036.90	41.1
Acct Class: 56 CONTRACT SERVICES								
5655	Landscape Maintenance	2,450.00	2,450.00	1,837.45	201.00	0.00	612.55	75.0
CONTRACT SERVICES		2,450.00	2,450.00	1,837.45	201.00	0.00	612.55	75.0
Acct Class: 60 CAPITAL EXPENDITURES								
6010	Equipment	100.00	100.00	0.00	0.00	0.00	100.00	0.0
CAPITAL EXPENDITURES		100.00	100.00	0.00	0.00	0.00	100.00	0.0
MINI-PARKS AND MEDIANS		14,500.00	14,500.00	6,750.55	201.00	0.00	7,749.45	46.6

REVENUE/EXPENDITURE REPORT

Rossmoor Community

For the Period: 7/1/2020 to 3/31/2021	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 10 - GENERAL FUND							
Expenditures	1,493,285.00	1,493,285.00	1,058,068.14	12,509.58	0.00	435,216.86	70.9
Net Effect for GENERAL FUND	226,210.00	226,210.00	-44,097.09	99,759.73	0.00	270,307.09	-19.5
Change in Fund Balance:			-44,097.09				

REVENUE/EXPENDITURE REPORT ,

Rossmoor Community

For the Period: 7/1/2020 to 3/31/2021	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud &
Fund: 20 - ASSESSMENT DISTRICT FUND-RUSH &							
Revenues &							
Dept: 00							
Acct Class: 31 ASSESSMENTS &							
3100 Property assessments	0.00	0.00	2,574.90	0.00	0.00	-2,574.90	0.0
3101 Property assessments-prior yr	0.00	0.00	704.35	0.00	0.00	-704.35	0.0
ASSESSMENTS	0.00	0.00	3,279.25	0.00	0.00	-3,279.25	0.0 &
Acct Class: 35 OTHER REVENUE &							
3600 TRANSFER IN/OUT OTHER FUNDS	433,324.00	433,324.00	0.00	0.00	0.00	433,324.00	0.0
OTHER REVENUE	433,324.00	433,324.00	0.00	0.00	0.00	433,324.00	0.0 &
Dept: 00	433,324.00	433,324.00	3,279.25	0.00	0.00	430,044.75	0.8 &
Revenues	433,324.00	433,324.00	3,279.25	0.00	0.00	430,044.75	0.8 &
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	3,324.00	3,324.00	0.00	0.00	0.00	3,324.00	0.0
5625 Assessment Engineer	0.00	0.00	89,790.96	0.00	0.00	-89,790.96	0.0
CONTRACT SERVICES	23,324.00	23,324.00	89,790.96	0.00	0.00	-66,466.96	385.0
Acct Class: 58 DEBT SERVICE							
5800 Principal	410,000.00	410,000.00	0.00	0.00	0.00	410,000.00	0.0
DEBT SERVICE	410,000.00	410,000.00	0.00	0.00	0.00	410,000.00	0.0
RUSH PARK	433,324.00	433,324.00	89,790.96	0.00	0.00	343,533.04	20.7
Expenditures	433,324.00	433,324.00	89,790.96	0.00	0.00	343,533.04	20.7
Net Effect for ASSESSMENT DISTRICT FUND-RUSH	0.00	0.00	-86,511.71	0.00	0.00	86,511.71	0.0
Change in Fund Balance:			-86,511.71				

REVENUE/EXPENDITURE REPORT

Rossmoor Community

For the Period: 7/1/2020 to 3/31/2021	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	45,566.00	45,566.00	0.00	0.00	0.00	45,566.00	0.0
PROPERTY TAXES	45,566.00	45,566.00	0.00	0.00	0.00	45,566.00	0.0
Dept: 00	45,566.00	45,566.00	0.00	0.00	0.00	45,566.00	0.0
Revenues	45,566.00	45,566.00	0.00	0.00	0.00	45,566.00	0.0
Expenditures							
Dept: 00							
Acct Class: 50 OPERATIONS AND MAINTENANCE							
9997 Transfer Out	40,000.00	40,000.00	0.00	0.00	0.00	40,000.00	0.0
OPERATIONS AND MAINTENANCE	40,000.00	40,000.00	0.00	0.00	0.00	40,000.00	0.0
Dept: 00	40,000.00	40,000.00	0.00	0.00	0.00	40,000.00	0.0
Expenditures	40,000.00	40,000.00	0.00	0.00	0.00	40,000.00	0.0
Net Effect for CAPITAL PROJECTS CONTRIBUTIONS	5,566.00	5,566.00	0.00	0.00	0.00	5,566.00	0.0
Change in Fund Balance:			-86,511.71				
Grand Total Net Effect:	231,776.00	231,776.00	-130,608.80	99,759.73	0.00	362,384.80	

H1

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM H-1

Date: April 13, 2021
To: Honorable Board of Directors
From: General Manager Joe Mendoza
Subject: DISCUSSION AND POSSIBLE ACTION RE: PROPOSED ONE YEAR EXTENSION OF PROFESSIONAL SERVICES AGREEMENT WITH R.F. DICKSON FOR STREET SWEEPING SERVICES IN ROSSMOOR

RECOMMENDATION

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

BACKGROUND

The General Manager reported The R.F. Dickson Company has provided street sweeping services for the District since 1995 under the direction of the Orange County Board of Supervisors who provide street sweeping services for the unincorporated areas within the County. RCSD pays the contractor and is reimbursed by the County for all costs associated with the street sweeping services in the amount of approximately \$60,000. The proposed extension of the current street sweeping contract would become effective on May 8, 2021.

R.F. Dickson Company is aware of the District's desire to change the street sweeping schedule to facilitate parking on street sweeping days for the community. Therefore, this one-year extension is subject to change and will be renegotiated when or if a parking resolution is adopted by the Orange County Board of Supervisors.

In addition to extending the term for one additional year, the 1st Amendment revises Exhibit "B" to the Agreement to provide for payment of \$36.59 per curb mile per sweep during the First Extended Term.

ATTACHMENTS

1. Proposed 1st Amendment to the Agreement with R.F. Dickson Company for street sweeping services in Rossmoor.
2. Current Agreement with R.F. Dickson Company for street sweeping services in Rossmoor.

**AMENDMENT NO. 1 TO ROSSMOOR COMMUNITY SERVICES DISTRICT
CONTRACT SERVICES AGREEMENT FOR STREET SWEEPING (2018-2021)**

This Amendment No. 1 (“Amendment”) to the CONTRACT SERVICES AGREEMENT FOR STREET SWEEPING is made and entered into this 13th day of April, 2021, by and between the Rossmoor Community Services District, a public agency (“District”) and R.F. Dickson Company (“Contractor”).

RECITALS

WHEREAS, on May 8, 2018, District and Contractor entered into a three year CONTRACT SERVICES AGREEMENT FOR STREET SWEEPING for the years 2018 through 2021 (the “Agreement”); and

WHEREAS, the Agreement provides for up to two one year extensions of the Agreement, provided the District gives Contractor written notice of such extension prior to the expiration of the term; and

WHEREAS, District has given timely written notice of extension to Contractor, and Contractor has timely consented to such extension; and

WHEREAS, District and Contractor now desire to amend the Agreement to memorialize the extension of the term thereof for one additional year (the “First Extended Term”) and to otherwise amend the Agreement as set forth herein.

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

1. Paragraph 3.1.2, Term, is hereby amended by adding the following underlined sentence:

The term of this Agreement shall be for a period not exceeding three (3) years from the date of this Agreement as set forth above, unless earlier terminated as provided herein. District may elect, in its sole and absolute discretion, to extend the Initial Term of this Agreement for two (2) one (1) year extended terms, provided District gives Contractor written notice of such election prior to the expiration of the Initial or Extended Term, as applicable. Contractor shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. District extends the term hereof for one (1) year through May 7, 2022, and Contractor hereby agrees to this one (1) year extension.

2. EXHIBIT “B” Schedule of Compensation, is hereby amended by adding the following underlined sentence:

Contractor shall be compensated at the base rate of \$34.25 (“Base Rate”) per curb mile per sweep. The Base Rate shall apply until the end of the fiscal year on June 30, 2018. On July 1, 2018, Contractor shall be compensated at the Base Rate plus an additional rate as established by

the Consumer Price Index, Los Angeles Area per curb mile per sweep ("Additional Rate") for the 2018-19 fiscal years. The Additional Rate will be adjusted on July 1st of each successive fiscal year during the Initial Term and the First Extended Term as established by the Consumer Price Index, Los Angeles Area per curb mile per sweep. Contractor will be compensated a the rate of \$36.59 per curb mile per sweep during the First Extended Term of the Agreement.

The new rates of this agreement do not include a differential for landfill tipping. These incremental costs will be added to the Schedule of Compensation as they become known in January and June of each year covered in this agreement.

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

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

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

ROSSMOOR COMMUNITY SERVICES DISTRICT

Joe Mendoza, General Manager

Dated: _____

R.F. DICKSON COMPANY

Steven L. Dickson, President

Dated: _____

APPROVED AS TO FORM FOR DISTRICT:

Tarquin Preziosi, General Counsel

Dated: _____

**ROSSMOOR COMMUNITY SERVICES DISTRICT
CONTRACT SERVICES AGREEMENT FOR
STREET SWEEPING
2018-2021**

1. PARTIES AND DATE.

This CONTRACT SERVICES AGREEMENT FOR STREET SWEEPING (“Agreement”) is made and entered into this 8th day of May, 2018, by and between the Rossmoor Community Services District, a public agency (“District”) and R.F. Dickson Company (“Contractor”). District and Contractor are sometimes individually referred to as “Party” and collectively as “Parties.”

2. RECITALS.

2.1 Previous Agreements and Amendments.

On or about January 1, 2002, the Parties entered into that certain Contract Services Agreement For Street Sweeping for the provision of contract services in connection with street sweeping. The Parties then entered into that certain First Amendment in order to amend certain provisions of the 2002 Agreement in order to permit the 2002 Agreement to remain in effect. The Parties then entered into Second, Third and Fourth Amendments in order to amend certain provisions of the 2002 Agreement and First Amendment in order to permit the 2002 Agreement and the First Amendment to remain in effect for additional terms. The Parties then entered into a First Amendment on July 10, 2012 in order to amend certain provisions of the 2011 Agreement. On December 9, 2014, the parties entered into an additional Contract Services Agreement For Street Sweeping, under which they have been providing contract services in connection with street sweeping. The Parties now desire to enter into a new Contract Services Agreement For Street Sweeping for the provision of contract services in connection with street sweeping as set forth herein.

2.2 Contractor.

Contractor desires to perform and assume responsibility for the provision of contract services in connection with street sweeping on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing such services, and is familiar with policies and requirements of the District.

2.3 Project.

District desires to engage Contractor to provide contract services in connection with street sweeping (“Project”) on the terms and conditions set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 Scope of Services. Contractor promises and agrees to furnish to the District all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the contract services necessary for the Project (“Services”). The Services are more particularly described in Exhibit “A” attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

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

3.2 Responsibilities of Contractor.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. District retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of District and shall at all times be under Contractor’s exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers’ compensation insurance. Contractor shall not contract with any entity to perform in whole or in part the Services without the express written approval of the District, as determined in the District’s sole discretion.

3.2.2 Schedule of Services. Contractor shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the schedule of services as set forth in Exhibit “A.” Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions.

3.2.3 Standard of Care; Performance of Contractor. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor shall keep itself fully informed of and in compliance with all local, state

and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Contractor's performance of Services. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations.

3.2.4 Representatives of District and Contractor. Steven Dickson is hereby designated as being the principal and representative of Contractor authorized to act in its behalf with respect to the Services and to make all decisions in connection therewith. The District's General Manager, or his/her designee, is hereby designated as being the representative of the District authorized to act in its behalf with respect to the Services and to make all decisions in connection therewith.

3.2.5 Insurance.

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

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

(B) Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability*: A policy of comprehensive general liability insurance written on a per occurrence basis in an amount not less than either (i) a combined single limit of \$2,000,000.00 or (ii) bodily injury limits of \$1,000,000.00 per person, \$2,000,000.00 per occurrence and \$2,000,000.00 products and completed operations and property damage limits of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate; (2) *Workers Compensation Insurance*: A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for the Contractor and the District against any loss, claim, or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Contractor in the course of carrying out the work or service contemplated in this Agreement; and (3) *Automobile Liability*: a policy of comprehensive vehicle liability insurance written on a per occurrence basis in an amount not less than either (i) bodily injury liability limits of \$1,000,000.00 per person and \$2,000,000.00 per occurrence and property damage liability limits of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate to cover the operation of all automobiles, trucks, street sweeping vehicles or other motorized vehicles utilized by Contractor. Said policy shall include coverage for owned, non-owned, leased and hired vehicles.

3.2.5.2 Insurance Provisions. All of the above policies of insurance shall be primary insurance and shall name the District, its officers, employees and agents as additional insureds. The insurer shall waive all rights of subrogation and contribution it may have against the District, its officers, employees and agents and their respective insurers. All of said policies of insurance shall provide that said insurance may not be amended or canceled without providing thirty (30) days prior written notice by registered mail to the District. In the event any said policies or insurance are canceled, the Contractor shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section to the General Manager. No work or Services under this Agreement shall commence until the Contractor has provided the District with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the District. The Contractor agrees that the provisions of this Section shall not be construed as limiting in any way the extent to which the Contractor may be held responsible for the payment of damages to any persons or property resulting from the Contractor's activities or the activities of any person or persons for which the Contractor is otherwise responsible. The insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the District due to unique circumstances.

3.3 Fees and Payments.

3.3.1 Compensation. Contractor shall receive compensation for all Services rendered under this Agreement at the rates set forth in Exhibit "B" attached hereto and incorporated herein by reference.

3.3.2 Payment of Compensation. Contractor shall submit to District in the form approved by District, a monthly statement for Services rendered prior to the date of the statement. District shall, within thirty (30) days of receiving such statement, review the statement and pay all approved charges thereon. The statement shall include the dates of sweeping, the curb miles swept, and the fee for such services.

3.3.3 Prevailing Wages Contractor is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations Title 8, Section 16000 et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. To the extent permitted by law, Contractor shall defend, indemnify and hold the District, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4 General Provisions.

3.4.1 Termination of Agreement.

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

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

Contractor: R.F. Dickson Company
12524 Columbia Way
Downey, CA 90242
Attn: Steven Dickson, President

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

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

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

3.4.4 Indemnification. Contractor shall defend, with counsel acceptable to District, indemnify and hold the District, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions or willful misconduct of Contractor, its officials, officers, employees, agents, Contractors and contractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages and attorneys fees and other related costs and expenses of District for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of District. This provision shall supersede and replace all other indemnity provisions contained either in the District's specifications or Contractor's proposal, which shall be of no force and effect.

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

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

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

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

3.4.9 Assignment. Contractor shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Contractor's interest in this Agreement without District's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of District's consent, no subletting or assignment shall release Contractor of Contractor's obligation to perform all other obligations to be performed by Contractor hereunder for the term of this Agreement.

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

3.4.11 Incorporation of Recitals. The Recitals set forth above are incorporated herein and made an operative part of this Agreement.

3.4.12 Agreement to be Controlling. As of the date of this Agreement as set forth above, this Agreement shall supersede and otherwise be controlling over the Previous Agreement and Amendments set forth in section 2.1, above. As a result, the Previous Agreement and Amendments shall be of no further force or effect.

IN WITNESS WHEREOF, the parties hereto have executed and entered into this Amended and Restated Contract Services Agreement For Street Sweeping as of the date first written above.

**ROSSMOOR COMMUNITY
SERVICES DISTRICT**

R.F. DICKSON COMPANY

By: James G. Ruth
James G. Ruth
General Manager

By: Steven L. Dickson
Steven L. Dickson
President

APPROVED AS TO FORM FOR DISTRICT

By: Tarquin Preziosi
Tarquin Preziosi
General Counsel

EXHIBIT "A"

Scope of Services

Contractor shall sweep the gutter, and curb areas in proximity to the gutter, in the public right-of-way of all streets within the geographic boundaries of District, consisting of approximately sixty-three (63) curb miles as generally set forth in the District map attached hereto and/or provided by the District from time to time, so as to be free of all debris, leaves, soil, litter, and other materials. Contractor shall perform such sweeping services twice a month. Sweeping shall be done on the first (1st) and third (3rd) Mondays, between the hours of 8:30 a.m. and 4:30 p.m., Pacific time (the "regular sweeping"), or on such additional date(s) as the District may, from time to time, request in writing. In the event that Contractor is unable to perform the regular sweeping services on the days prescribed herein, due to either a legal holiday observed by Contractor or due to inclement weather, then Contractor shall perform such regular sweeping on the Monday immediately following the regularly scheduled Monday for which sweeping would have normally been performed.

EXHIBIT "B"

Schedule of Compensation

Contractor shall be compensated at the base rate of \$34.25 ("Base Rate") per curb mile per sweep. The Base Rate shall apply until the end of the fiscal year on June 30, 2018. On July 1, 2018, Contractor shall be compensated at the Base Rate plus an additional rate as established by the Consumer Price Index, Los Angeles Area per curb mile per sweep ("Additional Rate") for the 2018-19 fiscal years. The Additional Rate will be adjusted on July 1st of each successive fiscal year during the Initial Term as established by the Consumer Price Index, Los Angeles Area per curb mile per sweep.

The new rates of this agreement do not include a differential for landfill tipping. These incremental costs will be added to the Schedule of Compensation as they become known in January and June of each year covered in this agreement.

ssmoor, CA



605

Cherry

KATELLA AVENUE

OAK STREET
WALNUT ST
CHESTNUT ST

11300 11100

GLEN AVE
HOWARD AV
FARQUHAR AV

11400

11500

11600

11900

12100

12300

12600

12900

605

12100

12200

12300

12600

12900



3400

H2

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM H-2

Date: April 13, 2021

To: Honorable Board of Directors

From: General Manager Joe Mendoza

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

RECOMMENDATION

Approve the 1st Amendment to the Agreement with Mr. Doug Wood for broadcasting and production of District Board Meetings.

BACKGROUND

At your March 2021 Board meeting, the General Manager was authorized to enter into a one-year extension of the Professional Services Agreement with Mr. Doug Wood for broadcasting and production of District Board meetings. Mr. Wood has been providing cost effective and quality services since March 2012.

Attached is the 1st Amendment to the Agreement drafted by General Counsel that extends the term of the Agreement by one year. Mr. Wood has consented to this extension.

Sufficient funds have been identified to pay for this year's services. It is the understanding of both parties that transportation costs and storage costs will be eliminated.

ATTACHMENTS

1. Current Professional Services Agreement with Mr. Doug Wood for Broadcasting and Production of District Board Meetings.
2. 1st Amendment to Professional Services Agreement.

**ROSSMOOR COMMUNITY SERVICES DISTRICT
PROFESSIONAL SERVICE AGREEMENT
DOUG WOOD, VIDEOGRAPHER
2018-2021**

1. PARTIES AND DATE

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

2. RECITALS

2.1 Contractor

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

2.2 Project

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

3. TERMS

3.1 Scope of Services and Term

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

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

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

3.2 Responsibilities of Contractor

3.2.1 Control and Payment of Subordinates; Independent Contractor.

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

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

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

3.2.4 Insurance

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

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

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

3.3 **Fees and Payments.**

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "B." Contractor shall submit to District in the form approved by District, a monthly statement for services rendered prior to the date of the statement. District shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon. Contractor shall not be reimbursed for any expenses unless authorized in writing by District. Any future revision or amendment to the amount of compensation set forth in Exhibit "B" that results in a net increase of 5% or more in any one fiscal year shall require approval of the Board of Directors pursuant to District Policy No. 3050.20.

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

3.4 General Provisions.

3.4.1 Termination of Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

3.4.10 Assignment. Contractor shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Contractor's interest in this Agreement without District's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of District's consent, no subletting or assignment shall release Contractor of Contractor's obligation to perform all other obligations to be performed by Contractor hereunder for the term of this Agreement.

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

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

ROSSMOOR COMMUNITY
SERVICES DISTRICT

DOUGLAS WOOD

By: James D. Rott Date: 4.23.18

By: Danfer Wolf Date: 4/18/18

APPROVED AS TO FORM.

By: [Signature] Date: 4/20/18
Tarquin/Preziosi
General Counsel

**EXHIBIT
"A"**

Scope of Services

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

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

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

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

**Exhibit B
Compensation**

Exhibit B Compensation 2018 thru 2021

	2017-2018 <i>(Referenced for new Agreement changes)</i>	% Changed	2018-2019 <i>(Initial yr of Agreement)</i>	% Changed	2019-2020	2020-2021
Charge per day for use of equipment Contractor shall be solely responsible for direct payment to the applicable party for use of said equipment.	\$500.00		\$500.00		TBD	TBD
Estimated cost of transportation of equipment to and from Board	\$75.00		\$75.00		TBD	TBD
Storage	\$184-\$195		\$195.00		TBD	TBD
Engineer - \$29.94per hour	29.35 /	3%	\$29.94	2%	TBD	TBD
Estimated cost of hours for an average meeting: Up to 15 hours	\$440.25 15 hrs	3%	\$449.10 15hrs	2%		
1st Camera Operator - \$17.95 per hour	\$176.00	3%	\$179.50	2%	TBD	TBD
Estimated cost of hours for an average meeting: Up to 10 hours (1 hour pick up, 3 hours set up, 4 hours meeting, 1 hour pack up, 1	10 hrs		10hrs			
2nd Camera Operator - \$17.95 per hour	\$176.00	3%	\$179.50	2%	TBD	TBD
Estimated cost of hours for an average meeting: Up to 10 hours (set up, meeting, pack up.)	10 hrs		10 hrs			
Audio Board and Computer Graphics Operator: Estimated cost of hour for an average meeting. Up to10 hours (set up, meeting, pack up)	\$176.00 10 hrs	3%	\$179.50 10 hrs	2%	TBD	TBD
Meeting total	\$1,715.00		\$1,757.60			
Total Increase Monthly	\$69.83	\$4.00	\$42.60	2%		
Annual (12 Board Meetings per year)	\$20,712.25		\$21,091.20			
Total Increase Annually	\$970.25	5%	\$378.95	2%		
red print denotes actual payments						

**AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN ROSSMOOR COMMUNITY SERVICES DISTRICT
AND DOUG WOOD, VIDEOGRAPHER (2018-2021)**

This Amendment No. 1 (“Amendment”) to the Professional Services Agreement (2018-2021) is made and entered into this 12th day of April, 2021 by and between the Rossmoor Community Services District, a public agency (“District”) and Douglas Wood, an individual (“Contractor”).

RECITALS

WHEREAS, on April 10, 2018, District and Contractor entered into a three year Professional Services Agreement for the years 2018 through 2021 (the “Agreement”); and

WHEREAS, the Agreement provides for up to three one year extensions of the Agreement, provided the District gives Contractor written notice of such extension prior to the expiration of the term; and

WHEREAS, District has given timely written notice of extension to Contractor, and Contractor has timely consented to such extension; and

WHEREAS, District and Contractor now desire to amend the Agreement to memorialize the extension of the term thereof for one additional year (the “First Extended Term”) and to otherwise amend the Agreement as set forth herein.

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

1. Paragraph 3.1.2, Term, is hereby amended by adding the following underlined sentence:

Term. The term of this Agreement shall be for a period not exceeding three years from the date of full execution of this Agreement by both Parties, unless earlier terminated as provided herein. District may elect, in its sole and absolute discretion, to extend the initial term of this Agreement for three (3) one (1) year extended terms, provided District gives Contractor written notice of such election prior to the expiration of the initial or extended term, as applicable. District extends the term hereof for one (1) year through April 9, 2022, and Contractor hereby agrees to this one (1) year extension.

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

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

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

ROSSMOOR COMMUNITY SERVICES DISTRICT

Joe Mendoza, General Manager

Dated: _____

CONTRACTOR

Doug Wood

Dated: _____

APPROVED AS TO FORM FOR DISTRICT:

Tarquin Preziosi, General Counsel

Dated: _____

I

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM I

Date: April 13, 2021
To: Honorable Board of Directors
From: General Manager Joe Mendoza
Subject: GENERAL MANAGER ITEMS

RECOMMENDATION

Receive and file.

INFORMATION

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

1. Street Sweeping Update: The General Manager and District Counsel are continuing to work with OCPW administration and County Counsel in finalizing a resolution and agreement to be presented to the Orange County Board of Supervisors for adoption. During this period, newly – elected Second District Supervisor Katrina Foley was sworn into office. Subsequently, RCSD Board member Nathan Searles was contacted by the Second District Office indicating their willingness to provide assistance with RCSD's desire to change the street sweeping schedules and to put forth a resolution to the County of Orange Board of Supervisors. Staff continues to work with the Orange County Geographic Information System (GIS) staff to develop a GIS map to identify the most efficient route to accommodate an odd/even street-sweeping schedule. We continue to work on parts of a draft RFP that would include this map, should the District go out to bid for street sweeping services in the future. Since the current contract with R.F. Dickson Inc. expires on May 8, 2021, the District is extending the contract for one year with the understanding that the change in street sweeping schedules may be forthcoming. At that point, the contract could be renegotiated or the District could seek another contractor.

2. With regard to the COVID-19, effective March 31, 2021, the County of Orange moved into the orange tier. This allowed churches to open with modifications at a maximum of 50% capacity. The church meeting at Montecito Center and the two churches that meet at Rush Park Auditorium have moved indoors and are meeting all of the required guidelines. With the anticipation of possible reopening in June, staff is working on a programming plan to be presented in the May meeting and included in the upcoming budget. The District is looking forward to summer concerts and movies as well as other opportunities.

The youth sports leagues are operating and meeting required guidelines. The full basketball court at Rossmoor Park will be reopened on April 16, 2021. Staff is working with a local basketball coach to provide four free basketball clinics to Rossmoor youth in May and June. The District will also offer a free Frisbee Golf Clinics to youth on dates to be determined.

Because we have moved to another tier, we have the opportunity to provide other activities for the community. A local band has offered to provide free jam sessions on Saturday afternoons at Rossmoor Park. The band will not be on a stage, the sound will be controlled, and the entertainment will be available for patrons to enjoy who are using the park.

Because it is anticipated that Rossmoor parks will be more heavily used during the next few months, full-time staff members Chris Argueta, Mary Kingman, Omero Perez and Joe Mendoza have been scheduled to work one weekend day per month to provide increased visibility and service to our users. In addition, staff will distribute the new homeowner's packets beginning in the month of April.

Staff continue to wear masks, practice social distancing, and keep the District's facilities and playgrounds clean and safe.

3. Kudos to the District's Arborist and Recreation Superintendent who worked with the Lee Elementary School PTA and City of Los Alamitos Recreation Department staff in planning a fifth grade scavenger hunt at Rossmoor Park. District staff provided an Arbor Day educational component that included activities and educational material for participants. The program was held on Monday, March 22 and Tuesday, March 23 from 5 p.m. to 7:30 p.m. A similar event was held at Weaver Elementary School on March 29. Overall, approximately

200 fifth graders participated. In addition, an educational video presentation was provided by Arborist Mary Kingman that will be utilized at all elementary schools within the RCSD. **Please see the link:** <https://vimeo.com/529112208>

4. At the March 9, 2021 RCSD Board meeting, the Board requested that the General Manager begin working on improvements to the Caltrans freeway sound wall. As a result, the General Manager is reaching out to Senator Tom Umberg, Orange County Public Works administration, and Caltrans to review the issue.

**CLOSED
SESSION**