

AGENDA

ROSSMOOR COMMUNITY SERVICES DISTRICT

PERSONNEL AND CONTRACT ADMINISTRATION COMMITTEE MEETING

**RUSH PARK
AUDITORIUM
3021 Blume Drive
Rossmoor, California 90720**

**Thursday, June 20, 2024
7:00 p.m.**

A. ORGANIZATION

1. CALL TO ORDER: 7:00 p.m.
2. ROLL CALL: Directors DeMarco, Maynard
3. PLEDGE OF ALLEGIANCE

B. PUBLIC FORUM

Any person may address the members of the Personnel and Contract Administration Committee at this time upon any subject within the jurisdiction of the Personnel and Contract Administration Committee of the Rossmoor Community Services District.

C. REGULAR CALENDAR

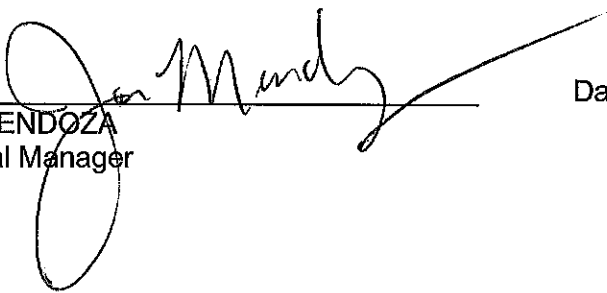
1. DISCUSSION REGARDING MEMORANDUM OF UNDERSTANDING (MOU) WITH LOS ALAMITOS GIRLS SOFTBALL LEAGUE
2. DISCUSSION REGARDING CONTRACT RENEWAL FOR HAPPY HOUR FIT CLUB
3. DISCUSSION REGARDING PROFESSIONAL CONSULTING SERVICES AGREEMENT BETWEEN ROSSMOOR COMMUNITY SERVICES DISTRICT AND GOVERNMENT FINANCIAL SERVICES FOR CONSULTING SERVICES RELATED TO THE EFFECTIVENESS AND EFFICIENCY OF THE DISTRICT'S FINANCIAL ACTIVITIES
4. DISCUSSION REGARDING CONTRACT RENEWAL FOR MICHAEL EUGENE RANESES - TREE FINES HEARING OFFICER

D. ADJOURNMENT

CERTIFICATION OF POSTING

I hereby certify that the attached Agenda for the June 20, 2024, 7:00 p.m. Personnel and Contract Administration Committee of the Board of Directors of the Rossmore Community Services District was posted at least 24 hours prior to the time of the meeting.

ATTEST:



JOE MENDOZA
General Manager

Date 6/18/2024

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM C-1

Date: June 20, 2024

To: Personnel and Contract Committee
Tony DeMarco – Chair
Michael Maynard

From: General Manager Joe Mendoza

Subject: DISCUSSION REGARDING MEMORANDUM OF UNDERSTANDING (MOU)
WITH LOS ALAMITOS GIRLS SOFTBALL LEAGUE

RECOMMENDATION

It is recommended that the Personnel and Contract Committee review the 2011 Memorandum of Understanding (MOU) between the Rossmoor Community Services District (RCSD) and the Los Alamitos Girls Softball League (LAGSL) and provide staff with direction on updating the MOU.

BACKGROUND

Over the years, the MOU (Attachment 1) between the RCSD and LAGSL has been effective in servicing the LAGSL program within Rossmoor and surrounding communities. In recent conversations with LAGSL on the topic of fees, number of games played and fields used, impact to the surrounding community, use of the snack bar, staff fee recovery and the use of Rush Park softball field, the LAGSL representative has been hesitant to meet and showed no interest in discussing alternatives or changes to the MOU.

Over the years LAGSL has abided by the MOU that includes an annual meeting and review with the Rossmoor Park Neighbors (RPN). They have kept the agreement intact except for Saturday, April 8, 2023 (letter from RPN representative Ralph Vartabedian, Attachment 2) when rainout games were played without prior approval from RCSD. In reviewing the 2011 MOU it has become clear that the MOU is outdated and needs to be renegotiated. The RPN has been notified of this MOU review and invited to this meeting. However, the decrease in games should be a positive impact to the RPN and therefore a non-issue. The RCSD administration has identified the following items to be reviewed and addressed:

Spring Season Beginning July 1, 2025

It is recommended that field usage and games played be adjusted down by 30 to 50 percent. The recommendation is for the LAGSL to seek fields in the City of Los Alamitos or surrounding communities for a portion of games on Saturdays and practices during the week. The justification is that a large percentage of participants reside in the City of Los Alamitos and surrounding communities. Moving games and practices to other communities would reduce parking issues and traffic providing relief for those residents surrounding Rossmoor Park. This change would also increase picnic and special event space availability. While the RSCD recognizes the positive impact the LAGSL program has on participants and families, it is also clear that sharing the hosting responsibility with other agencies (the league is called the Los Alamitos Girls Softball League) is fair and appropriate. Other considerations include:

- Charging attendant fees on game days (3 hours at \$20.00 per hour) to recover staff costs for supervision, emptying trash cans, cleaning restrooms, and monitor the snack bar. The LAGSL program has an impact on staff duties that include monitoring rentals, supervising other facilities and the custodial care of other parks. The hours and staff time that it takes to service LAGSL are beyond the normal operation.
- Adjusting the fee rate for field rentals from \$6.00/hour to \$6.60/hour to supplement the rising cost of utilities, contracted landscape maintenance, as well as ongoing infrastructure costs.
- Adding a rental cost for use of the snack bar. Currently LAGSL utilizes the snack bar at no cost. The ongoing upkeep of the snack bar (utilities, equipment maintenance and trash) is a cost that should be partially offset by the revenue that the snack bar is recognizing. The recommended fee is \$14.30/hour (current advertised rate of \$13.00/hour plus the proposed 10% increase in facility fees).

The goal is not to diminish the efforts or importance of LAGSL within the community. The discussion is about easing the financial burden, protecting the infrastructure and softening the impact the program has on the surrounding park neighbors and RCSD staff.

ATTACHMENTS

1. Memorandum of Understanding between RCSD and LAGSL.
2. Email from RPN representative Ralph Vartabedian

**MEMORANDUM OF UNDERSTANDING
2011****PREAMBLE**

There has been ongoing history and relationship between the Los Alamitos Girls Softball League (LAGSL), the Rossmoor Park Neighbors (RPN) and the Rossmoor Community Services District (RCSD) regarding impacts to the surrounding Rossmoor Park neighborhood during the LAGSL seasons. A Mitigation Agreement was entered into in 2002 among the parties and approved by the RCSD Board. The Agreement was promulgated in an attempt to reduce LAGSL's field use as a means of reducing noise, traffic congestion and litter and was agreed to by all parties. It was approved by the RCSD Board on June 11, 2002. In March of 2005, a request was submitted by the LAGSL to modify the provisions of the 2002 Agreement. The modified Agreement was approved by the RCSD Board on March 8, 2005.

As the RCSD Board and staff have turned over and LAGSL has appointed new leaders and positions, these mitigation agreements became lost in the transition. Communication between exiting and entering parties was minimal which caused a lack of insight regarding the previous agreements. In 2007 a three-year Memorandum of Understanding (MOU) was entered into by the three parties and approved by the RCSD Board on December 11, 2007. Input was solicited from the RPN, the LAGSL and District staff in the development of the MOU which was intended to provide guidance to last through the 2010 Spring Season.

With the third year of the MOU now complete and with a need for better dialogue between the RPN, the LAGSL and the RCSD, now is the time to combine all previous agreements, revisions and omissions into one comprehensive document for all parties to adopt and adhere to. This should improve the understanding of what are and are not acceptable activities throughout the LAGSL seasons. This should also minimize what the RPN calls a 'creep' in scheduling games and practices and a 'creep' in the length of a season. This document will set forth clear and identifiable parameters that can easily be interpreted by not only the LAGSL Board, but by coaches as well. The agreement should also serve as a means of documentation which can easily be accessed by incoming League leadership and staff turnover within the District. The following agreement will rescind all previous agreements and can only be superseded by District policies.

**MEMORANDUM OF UNDERSTANDING
2011**

The parties to this Memorandum of Understanding: The Rossmoor Community Services District, the Los Alamitos Girls Softball League and the Rossmoor Park Neighborhood agree to the following:

User Permit Procedures

1. Prior to District approval for any LAGSL User Permits, a complete schedule of all practices and games will be submitted to the District as an attachment to the User Permit prior to final approval. A copy of that schedule will be posted in the Rossmoor Park Snack Shack window and made available at the request of any member of the public from the District's office.

Sunday Use

1. No permits will be issued for either games or practices on Sundays (with the exception of the Annual All-Star Tournament). LAGSL will encourage members of their league to support no play on the fields on Sundays.

Fall Ball

1. Practices will be limited to Tuesday through Thursday beginning no earlier than the Tuesday after the 3rd Saturday in August. There will be no Saturday practices held at Rossmoor Park. Practice times shall be 4:00pm to 7:00pm and 3:30pm-5:30pm during Daylight Savings.
2. A maximum of (7) Saturdays will be authorized for games over the course of the Fall Ball Season. Games shall begin no earlier than the 3rd Saturday in September and must conclude no later than the Saturday prior to the Thanksgiving Holiday.
3. Games will be played on (some, not every) Saturdays 8:00am-4:00pm, with no weekday games. One Saturday in October must remain dark.
4. All umpires will be made aware of the strict 4:00pm cut-off time on Saturdays.
5. Fall Ball games may be played in a double-header format.

Spring Season

1. Try-outs shall be no earlier than the 2nd Saturday of January (subject to weather).
2. Practices shall begin no earlier than the last Saturday in January.
3. The LAGSL Carnival must be included as part of the nine-week regular season Saturday game schedule, if held at Rossmoor Park..
4. The LAGSL agrees to play no more than three games per Saturday on fields 1, 2, &3 during its nine-week Spring Season. Saturday games will be spaced out 45 minutes apart. There is to be no warming up prior to 8:00am and all games must conclude by 4:00pm (even if a game is tied or not in final inning). It is the responsibility of the LAGSL's leadership to inform coaches of the strict cut-off times. LAGSL will ask coaches and players to limit the pre-game warm-up to no more than 45 minutes.

5. As a means of controlling creep, the LAGSL agrees to adhere to no more than 81 regular season games allowed at Rossmoor Park on Saturdays.
 6. The LAGSL will utilize Rush Park Field No. 1 for 6U & 8U games on Saturdays from 8:00am to 4:00pm and for weekday practices from 4:00pm to 7:00pm
 7. All umpires will be made aware of the strict 4:00pm cut-off time on Saturdays.
 8. RCSD agrees to include improvements for Field 1 at Rush Park as part of the District's Capital Improvement Project (CIP) Committee agenda for FY 2012-2013.
 9. LAGSL agrees that if the above improvements occur, LAGSL intends to transfer the maximum feasible amount of games from Rossmoor Park to Rush Park on Saturdays.
10. Rain Make Ups
- a. In the event that rain causes a cancellation of games during the Spring Season, the league will schedule 2 games on a weekday (Monday through Thursday only). First game will start at 3:45pm. There will be no Sunday rain make-ups. The District will require prior authorization for rain make-ups. The District agrees to inform the RPN of these dates.

11. Playoffs

- a. The LAGSL will be allowed to use fields 1, 2 and 3 for two weeks in May from Monday through Saturday for its playoffs. During the second week of playoffs, the LAGSL may only schedule two games per fields 1, 2 and 3 Monday thru Thursday. This totals an eleven-week Spring Season. The LAGSL agrees not to extend the season into additional weeks. Playoffs shall end by the second Saturday in May.
- b. Hours of use are to be the same as the regular Spring Ball season; 8:00am to 4:00pm with no warming up prior to 8:00am. Games will continue to be spaced 45 minutes apart. The League will make a concerted effort for a 4:00pm cut-off time; however, in the instance of a tie, games will be played until a winner is announced (only on the last Saturday of the Spring Ball season). Playoff games in which no winner has been determined by 4:00pm on the first Saturday of playoffs may be finished during the 2nd week of playoffs on a weekday.

Opening Day

1. The Opening Day Parade/Carnival will require a separate User Permit and shall be included as part of the nine-week Spring Ball season. LAGSL must provide written documentation defining the scope of the event and meet with District staff prior to approval of the User Permit. Set-up of the Carnival may not take place prior to

8:00am and must conclude by 4:00pm. LAGSL will hold 2 games on fields 1 and 2 in connection with the carnival.

- a. LAGSL agrees to limit the hours of the Carnival from 10am-3pm.
- b. LAGSL agrees to hold team pictures at a location other than Rossmoor Park.
- c. DJ music be limited to 10:00am to 1:00pm and remain at a reasonable sound level. Speakers must face inwards towards the interior of the park and away from houses.
- d. Trackless train, if used must reduce noise from music and horn and adhere to a fixed route.
- e. The LAGSL agrees to distribute notices to the RPN informing them of their event.

Scrimmages

1. All scrimmages are to be considered games. A scrimmage is when two teams are sharing the field, regardless of uniforms or umpires. Scrimmages may not take place at Rossmoor Park during any season of play.

All-Star Season

1. A User Permit will be required for All Star Practices beginning the Monday following the conclusion of Playoffs. The permit will stipulate that practices will be from 4:00pm-7:00pm Monday thru Thursday only, with no Fridays or weekend usage. Practices will end once teams have completed their play.
2. LAGSL agrees that there will be no scrimmages, "friendlies" or games during the All-Star season with the exception of the Annual All-Star Tournament.
3. Annual All Star Tournament
 - a. A User Permit will be required for the LAGSL Annual All-Star Tournament, to take place on the weekend prior to Father's Day. Games will conclude on Friday by 7:00pm, Saturday by 5:30pm and Sunday by 5:00pm. There are to be no teams warming up prior to 7:00am with preparation time no earlier than 7:00am. This must be a separate User Permit and a meeting must take place between Recreation Staff and the LAGSL Tournament Director and President to ensure time requirements are adhered to. The District will provide staff coverage for the duration of the tournament.
 - b. LAGSL agrees to inform coaches of the strict 7:00am start time and provide Board member coverage at Rossmoor Park each morning to enforce this provision.

- c. LAGSL agrees to monitor trash, restrooms and parking as well as water the fields prior to dragging and in between each game.
- d. LAGSL agrees to the following game scheduling format:
- Friday:
 - 1 game on RP3 1 game on RP2 No games RP1
 - Saturday:
 - 4 games on RP3 4 games on RP2 5 games on RP1
 - First game scheduled no earlier than 8:00am
 - Last game scheduled for 3:30pm
 - Sunday:
 - 4 games on RP3 4 games on RP2 1 game on RP1
 - First game scheduled no earlier than 8:00am
 - Last game scheduled for 2:30pm
- e. The League will make a concerted effort to have games conclude by time outlined in permit. However, in the instance of a tie at the conclusion of the championship game(s), game(s) will be played until a winner is announced.

Snack Shack

1. The RCSD agrees to continue its co-sponsorship Agreement with the LAGSL and also agrees to waive fees for the use of the Snack Shack.
2. The LAGSL will have use of the Snack Shack on weekdays from 4:00pm to 7:00pm and Saturdays from 8:00am to 5:00pm from the first week of February thru the second Saturday of Playoffs. All items belonging to the LAGSL must be removed by 5:00pm the Monday following playoffs.
3. The LAGSL agrees to pay for the cost of the syrup and Co2 for the soda machine. The League will also follow all District guidelines for maintaining a clean, operable kitchen. Cleaning guidelines are posted in the Snack Shack and are to be adhered to daily.
4. The LAGSL will have access to the Snack Shack for the weekend of the All-Star Tournament. Items belonging to the LAGSL must be removed by 5:00pm of the Monday following the Tournament.

Field Maintenance

1. The District will continue their field maintenance agreement with the league to maintain the fields to their parent organization and to the District's requirements (including infield dirt, cleaning of the dugouts, dugout coverings, bat and helmet racks and screens). The District will maintain backstops and benches. The District

has no intention of allowing the league to add lights, bleachers, electronic signs, etc.

- a. Sprinklers: The District will maintain the timed sprinkler around the pitching mound that is scheduled to water the fields at least two times per day. LAGSL will be charged for the replacement of any broken sprinkler heads or valves damaged during field maintenance or dragging of the fields.
- b. Dragging Fields: prior to the dragging of any field, sprinklers must be turned on for at least 10 minutes to minimize dust.
- c. Backstop Maintenance: The District will maintain the backstops and associated dugouts and other appurtenances attached to the backstops.
- d. Signage: The District agrees to research alternate locations and options for displaying National Championship signage. RCSD policy signage shall continue to be displayed, as necessary.

Los Alamitos Girls Softball League

1. LAGSL agrees to reasonably limit any changes it seeks in the future.

Rossmoor Park Neighbors (RPN)

1. The RPN recognize the unique and important contribution that LAGSL provides to our community, giving girls and young women a healthy recreation activity and social organization.
2. The RPN agrees to help support the league by providing a welcome atmosphere and a pleasant setting for the players and their families and it recognizes the voluntary nature of the league's maintenance activities, as well.
3. The RPN agrees to reasonable limit any new issues it raises under the MOU.

Parks Partnership

1. The LAGSL agrees to coordinate with the District in establishing an agreement regarding the maintenance of Field 1 at Rush Park.
2. The LAGSL agrees to continue to pay fees established in the District's fee schedule for use of fields and facilities for LAGSL practices, games, meetings and events.
3. The LAGSL and the District will continue to communicate their ideas for solutions minimizing the dust on Fields 1 and 2 at Rossmoor Park.

4. The District agrees to conduct semi-annual meetings (in December and August) with representatives from all parties to discuss upcoming season scheduling.

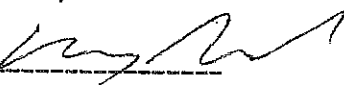
This MOU is entered into by the parties as an expression of agreement reached and by the action of the Rossmoor Board of Directors (Board) at their meeting of November 15, 2011. The term of this agreement is only subject to termination or modification by a formal action of the RCSD Board of Directors. Each party may request modification by requesting the Board to reopen negotiations stating reasons which are deemed irresolvable by other means. The Board shall act on such requests solely upon their discretion. In all cases, Board policy shall govern the operation of the RCSD's facilities.

LAGS 

Date 1/8/2012

RPN 

Date 1/4/12

RCSD 

Date 1/9/12

Joe Mendoza

From: Ralph Vartabedian <ralph.vartabedian@gmail.com>
Sent: Sunday, April 09, 2023 5:51 PM
To: Joe Mendoza; Michele Fieldson; Jimmyton; Nathan Searles; robsuekaplan@gmail.com; Sue Clark; Jo Shade; Robkeats1973; Lize Keats; Beau Berglund; Victor Pedrosa; Carol Churchill
Subject: Saturday chaos

I know you were not here when the LAGSL league would play four games at Rossmoor Park a decade ago, so you have no idea what problems it created then or this Easter weekend.

Your action to unilaterally approve four games on at least two of the fields in violation of the MOU created some problems, uncivil behavior and generally chaotic conditions.

There was bumper to bumper parking around the park, including on Hedwig all the way to Donis. I did not have visibility backing out of my driveway, owing to several full size SUVs parked bumper to bumper in front of my house and adjacent ones. .

When I had to leave, I slowly backed out, hoping traffic that I could not see would yield. A car had to slow down, the driver opened his window and yelled out "Get the fuck out of my way."

This is the chaos on Easter weekend that you created. We told RCSD a decade ago that an excessive number of parking cars creates serious mobility and safety problems around the park. I no longer know whether you care what happens around Rossmoor Park.

You no longer return calls, emails or texts from me or any of the homeowners around the park. We may be upset, but that doesn't give you the right to shut down communications. We have never been uncivil with you. Did the board instruct you to do so? What gives Joe? Do you have a vendetta against our neighborhood?

I don't think you have the authority to violate a tri-party agreement that was approved unanimously by your board. Maybe the board would back you up, but you are on a mission of your own at this point.

I again repeat my request for a meeting with RCSD and the LAGSL, which is explicitly in the MOU. There were alternatives in the MOU for makeup games and I'd like to know why you did not follow them.

Ralph Vartabedian

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM C-2

Date: June 20, 2024

To: Personnel and Contract Committee
Tony DeMarco – Chair
Michael Maynard

From: General Manager Joe Mendoza

Subject: DISCUSSION REGARDING CONTRACT RENEWAL FOR HAPPY HOUR FIT CLUB

RECOMMENDATION

It is recommended that the Rossmoor Community Services District (RCSD) Personnel and Contract Committee review and discuss a possible one-year extension of the Park Use Agreement by and between the RCSD and Kerrie Da Vannon: Happy Hour Fit Club Instructor, for a term of September 13, 2024, to September 12, 2025. Ms. DaVannon has expressed her desire to continue the program in the park and renew the contract for another year at the same hourly rate of \$10/hour.

BACKGROUND

In September 2022, the District entered into a Park Use Agreement with Ms. DaVannon to operate exercise programs at Rossmoor and Rush Parks. Ms. DaVannon is being charged \$10/hour. Ms. DaVannon registers her own students and accepts payment directly from her students. The District's only involvement in this Agreement is to secure liability insurance from Ms. DaVannon and collect the hourly rental rate for use of the parks. The Rossmoor Community Services District and other municipalities strongly support healthy lifestyles and promote and even encourage Recreation activities similar to those offered by fitness instructors and private sports instruction.

Happy Hour Fit Club has been utilizing District Property between the hours of 5:45 a.m. and 6:00 p.m. for boot camp style classes several days a week for over ten years. Based on the calendar published on HHFC's website, HHFC has offered as many as eight classes a week on District Property which includes a rate schedule dependent upon number of classes attended per week.

FISCAL IMPACT

In FY 2023-2024 approximately \$2,500 was collected from Ms. DaVannon from rental revenue. It is anticipated that similar revenue will be generated in FY 2024-2025.

ATTACHMENTS

1. Park Use Agreement—Happy Hour Fit Club

ROSSMOOR COMMUNITY SERVICES DISTRICT

PARK USE AGREEMENT

KERRIE DAVANNON: HAPPY HOUR FIT CLUB INSTRUCTOR

This Park Use Agreement (“AGREEMENT”) is made and entered into this 13th day of September, 2022 by and between Rossmoor Community Services District (“DISTRICT”), and Kerrie DaVannon (“USER”). The DISTRICT and USER are sometimes referred to in this AGREEMENT, each individually as a “Party,” or collectively, as the “Parties.”

RECITALS

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

WHEREAS, the DISTRICT has the authority to establish fees or other charges for use of the two parks operated by the DISTRICT;

WHEREAS, the DISTRICT is establishing a new fee structure for entities that use Rossmoor parks that are for-profit businesses providing exercise classes and coaching services for a fee;

WHEREAS, USER has established an exercise program for the benefit of its members, the majority of whom are residents of Rossmoor;

WHEREAS, USER has operated its exercise programs over the past five years primarily in Rossmoor Parks;

WHEREAS, USER is a for-profit business that charges its members a fee for its services;

WHEREAS, The DISTRICT and USER have mutual interest in continuing to provide exercise programs and offering them to the residents of Rossmoor and other individuals;

WHEREAS, USER desires to continue providing such exercise programs on the terms and conditions set forth in this AGREEMENT; and

WHEREAS, The DISTRICT desires to enter into this AGREEMENT for the non-exclusive use of District parks.

NOW, THEREFORE, DISTRICT AND USER AGREE AS FOLLOWS:

1. USE

1.1 USER may use the Rossmoor parks as specified in Exhibit A, Use of Parks, for the provision and administration of outdoor softball instruction and related activities subject to approval by the DISTRICT’s Board of Directors.

- 1.2 USER promises and agrees to furnish all labor, materials, tools, equipment, and services necessary to fully and adequately perform its fitness programs. USER shall be responsible for offering, scheduling, and conducting all the outdoor fitness program activities set forth in Exhibit A, Use of Parks, attached hereto.
- 1.3 USER assumes all risk of loss, damage, or harm to such equipment or materials arising in connection with the provisions of such services.
- 1.4 USER is not allowed to distribute and/or sell personal items or equipment.

2. AGREEMENT

- 2.1 DISTRICT grants the USER a non-exclusive permit to utilize District property in accordance with the Use of Parks specified in Exhibit A, attached hereto, and the terms and conditions set forth herein below. The USER shall not use the facilities in any manner contrary to the terms of this AGREEMENT without DISTRICT's prior written consent.
- 2.2 No legal title or leasehold interest in the Facilities is created or vested by the USER by this AGREEMENT.
- 2.3 DISTRICT agrees that the fee charged USER under this AGREEMENT will be the same as those applied to all similar for-profit entities that charge a fee for the same or similar services in Rossmoor parks. For clarification, this provision will specifically apply to individuals or organizational entities that provide guided exercise classes for individuals or groups on a fee-for-service basis and are other than not-for-profit organizations. Further, if any such entity is charged a lower fee, USER will be subject to equal fee rates.

3. TERM & TERMINATION

- 3.1 The initial term of the AGREEMENT shall be from September 13, 2022 to September 12, 2024.
- 3.2 Prior to the expiration of the initial term, this AGREEMENT may be extended for up to one (1) additional one (1) year term in the sole discretion of the District General Manager, provided USER is in compliance with all of the provisions of this AGREEMENT.
- 3.3 The initial term or any additional term may be terminated by DISTRICT upon giving 30 days written notice to USER.
- 3.4 This AGREEMENT, and the permit granted hereunder, may be terminated by the DISTRICT based upon a breach of any of the terms and conditions of this AGREEMENT by the USER. DISTRICT will provide USER notice of the breach

and be given five days to cure the breach before termination becomes effective.

3.5 **Termination by USER.** USER may terminate this AGREEMENT upon giving 30 days written notice to DISTRICT. This AGREEMENT is not transferable or assignable by USER to any other person or entity without the prior written consent of DISTRICT.

4. **SERVICES OF USER**

4.1 USER agrees to the following:

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

4.2 **Standard of Performance.** USER agrees that all exercise classes shall be performed in a competent, professional, manner, and that all goods, materials, equipment or personal property used in the classes shall be of good quality, fit for the purpose intended.

4.3 USER stipulates that he/she is trained and qualified to teach or conduct courses.

4.4 **Professionalism.** USER agrees to treat parks patrons, passersby, DISTRICT staff and agents with respect and act in a professional manner. Inappropriate conduct or attitude towards any of the above may result in termination of this agreement.

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

5. **COMPENSATION:** USER may charge fees for Services rendered under this AGREEMENT as follows:

5.1 USER shall be solely responsible for imposing and collecting all fees charged for its fitness classes.

- 5.2 USER shall not be entitled to expense reimbursements or any other amounts in connection with performance of this AGREEMENT.
- 5.3 USER shall be responsible for registration of participants, refund processing, and marketing for all classes and programs.
- 5.4 The DISTRICT has the right to observe any instructional class conducted by USER at no charge.

6. INDEPENDENT USER

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

7. USE OF PREMISES

- 7.1 **Schedule of Use.** USER shall comply with the Use of Parks attached in Exhibit A. DISTRICT reserves the right to use, sublease, or issue permits for areas of the Rossmoor parks to third parties. USER is aware and acknowledges that the Schedule of Use is subject to change with 15 days notice to meet the scheduling and maintenance needs of the DISTRICT and agrees to indemnify and hold DISTRICT harmless for any such changes to the Schedule of Use.
- 7.2 **No Unlawful Uses.** USER shall only be permitted to use the Premises for instructional service activities and programs and USER agrees not to use the Premises for any immoral or unlawful purpose.
- 7.3 **Preservation of Insurance.** USER shall not commit any acts on the facilities, nor

use the facilities in any manner that will cause the cancellation of any fire, liability, or other insurance policy insuring the facilities or the improvements on the facilities.

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

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

8. INDEMNIFICATION

8.1 USER shall indemnify, defend (with counsel approved by DISTRICT), and hold harmless DISTRICT, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in any way connected with fitness classes and/or USER's use of District property hereunder or USER's failure to comply with any of its obligations continued in this AGREEMENT, regardless of DISTRICT's passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of the DISTRICT. Should DISTRICT in its sole discretion find USER's legal counsel unacceptable, then USER shall reimburse the District its costs of defense, including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation. The USER shall promptly pay any final judgment rendered against the DISTRICT (and its officers, officials, employees and volunteers) covered by this indemnity obligation. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this AGREEMENT.

8.2 The requirements as to the types and limits of insurance coverage to be maintained by USER as required by Section 9, below and any approval of said insurance by District are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by USER pursuant to this AGREEMENT, including, without limitation, to the provisions concerning indemnification.

9. INSURANCE

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

9.1 **Workers Compensations Insurance As Required By Law.** CONTRACTOR shall require all subcontractors similarly to provide such Workers Compensation insurance for their respective employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the District at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of

subrogation against the DISTRICT, its officers, agents, employees, and volunteers for losses arising from work performed by the CONTRACTOR for District.

- 9.2 Commercial or Comprehensive General Liability Coverage. CONTRACTOR shall maintain commercial or comprehensive general liability insurance in an amount of not less than two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the activities covered under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.
- 9.3 Automobile Liability Coverage. CONTRACTOR shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the CONTRACTOR arising out of or in connection with this Agreement, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence.
- 9.4 Endorsements. Each commercial or general liability and automobile liability insurance policy shall be issued by a financially responsible insurance company or companies admitted and authorized to do business in the State of California, or which is approved in writing by DISTRICT, and shall be endorsed as follows. CONTRACTOR also agrees to require all contractors, and subcontractors to do likewise.
 - 9.4.1 "The DISTRICT, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insureds with respect to liability arising out of the operations by or on behalf of the named insured in connection with the Agreement between Rossmoor Community Services District and the CONTRACTOR"
- 9.5 This policy shall be considered primary insurance with respect to the DISTRICT, its elected or appointed officers, officials, employees, agents, and volunteers. Any insurance maintained by the DISTRICT, including any self-insured retention the DISTRICT, shall be considered excess insurance only and shall not contribute with this policy.
- 9.6 This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
- 9.7 The insurer waives all rights of subrogation against the DISTRICT, its elected or appointed officers, officials, employees, or agents.

- 9.8 Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the DISTRICT, its elected or appointed officers, officials, employees, agents, or volunteers.
- 9.9 The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days' written notice has been received by the DISTRICT.
- 9.10 CONTRACTOR agrees to provide immediate notice to DISTRICT of any claim or loss against CONTRACTOR and/or DISTRICT arising out of the use of District property under this Agreement. DISTRICT assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve DISTRICT.
- 9.11 Any deductibles or self-insured retentions must be declared to and approved by the DISTRICT. At the DISTRICT'S option, the CONTRACTOR shall demonstrate financial capability for payment of such deductibles or self-insured retentions.
- 9.12 The CONTRACTOR shall provide certificates of insurance with original endorsements to the DISTRICT as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the District on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the DISTRICT at all times during the term of this Agreement.
- 9.13 Failure on the part of the CONTRACTOR to procure or maintain required insurance shall constitute a material breach of this Agreement under which the DISTRICT may terminate this Agreement and the License pursuant to Section 3, above.

10. MISCELLANEOUS

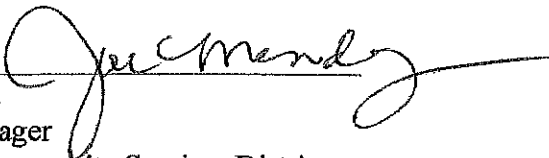
- 10.1 **Entire Agreement.** This AGREEMENT, dated September 6, 2016 contains the entire agreement between the parties hereto with respect to the subject matter hereof, and any other purported agreement made shall be ineffective to change, modify, discharge or effect an abandonment of this AGREEMENT in whole or in part unless such purported agreement is in writing and signed by the party against whom enforcement is sought.
- 10.2 **Applicable Law.** This AGREEMENT shall be governed and interpreted in accordance with the laws of the State of California.
- 10.3 **No Brokers.** Each party represents to the other that it has not engaged or used the services of any broker, finder, or salesperson in connection with this AGREEMENT.

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

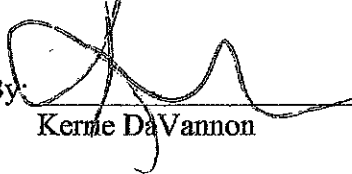
10.5 **The Individuals Signing this Agreement.** Individuals Represent and warrant that they have the right, power, and authorization to bind their respective entities to the terms of the AGREEMENT.

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

DISTRICT:

 9/13/2022

Joe Mendoza
General Manager
Rossmoor Community Services District

By:  12/1/2022

Kerrie DaVannon

Exhibit A: Use of Parks

I. USER Classes

A. USER will provide instructional services for outdoor athletic instruction for up to eleven, one-hour classes per week as set forth on the schedule below. The average size of the classes will not exceed fifteen.

Time	Monday	Tuesday	Wednesday	Thursday	Friday
8:45 am	Rush Park	Rush Park	Rush Park	Rush Park	Rossmoor Park
10:00 am	Rush Park		Rush Park		Rossmoor Park
1:45 pm			Rush Park (kids)*		
5:00 pm	Rush Park*			Rush Park*	

B. DISTRICT agrees to make available to the USER designated space in its parks according to the schedule and the attached diagram.

C. DISTRICT and USER will meet regularly to modify the intended schedule and designate specific areas of the park for each class held by USER.

1. Requests for additional dates and/or hours of use shall be submitted within 30 days of request. Additional requests may require authorization by the General Manager and/or approval of the Board.
2. DISTRICT may modify the schedule in response to unforeseen circumstances with as much notification to USER as possible.

D. Neither DISTRICT nor USER may modify the schedule or location of the classes without giving the other party 15-days notice.

E. DISTRICT will provide USER with the schedule and location of all maintenance so that USER may avoid interference.

F. USER will maintain a record of the time, location and the number of participants for each class held by USER on DISTRICT parks. USER will submit a summary report of this data to DISTRICT each quarter.

II. USER FEES

- A. Hourly use charge of \$10.00 per hour paid within 15 days of the end of each quarter.

III. USE OF DISTRICT PROPERTY

Any violations of the following regulations may result in Termination of AGREEMENT:

- A. Equipment provided by USER may not exceed 25 pounds in weight.
- B. Park equipment and installations may not be used for exercise activity including, but not limited to light poles, drinking fountains, bleachers, picnic tables, benches, railings, chain link fencing, trees, freestanding signs, bike racks, and barbeque grills.
 - 1. The only exception is for equipment designed for adult exercising.
 - 2. Adults may not exercise on playground equipment.
 - 3. Class participants will be permitted to place personal belongings on the benches and participants are permitted to sit on the benches. However, DISTRICT will have no liability for loss or damage to personal belongings.
- C. Walkways, sidewalks and any public shared access areas may not be blocked or used by fitness classes.
- D. Temporary marking of hard surfaces with chalk or other informative materials is prohibited. Spray chalk may not be used on the grass
- E. DISTRICT acknowledges that music is an integral part of USER's exercise program. However, no music may be played at a volume that would be a nuisance to other users of the park or nearby residents, which shall be determined in the discretion of DISTRICT.
- F. Permit holders must display a District-issued name badge or display card, printed with photograph and name, at all times while conducting instruction, classes or camps.
- G. Permit holders shall follow staff instructions regarding locations in order to avoid damage to park facilities or turf areas, and to avoid interfering with maintenance schedules.
- H. Permit holders must be at least 50 feet from sidewalks, picnic areas, playgrounds, buildings, and other user groups.
- I. Instruction is not to take place before 7:00am or after 8:00pm (5:00pm during daylight savings)
- J. Classes will not be permitted on weekends, Saturdays, or holidays.

IV. PARTICIPANT WAIVER

Each participant must sign a waiver, the form of which is included below, and maintained by USER in a file.

RELEASE, HOLD HARMLESS AND AGREEMENT NOT TO SUE

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

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

PARTICIPANT:

(Please Sign)

By: _____
(Please Print)

Name & Title: _____
(Please Print)

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM C-3

Date: June 20, 2024

To: Personnel and Contract Committee
Tony DeMarco – Chair
Michael Maynard

From: General Manager Joe Mendoza

Subject: DISCUSSION REGARDING PROFESSIONAL CONSULTING SERVICES AGREEMENT BETWEEN ROSSMOOR COMMUNITY SERVICES DISTRICT AND GOVERNMENT FINANCIAL SERVICES FOR CONSULTING SERVICES RELATED TO THE EFFECTIVENESS AND EFFICIENCY OF THE DISTRICT'S FINANCIAL ACTIVITIES

RECOMMENDATION

It is recommended that the Rossmoor Community Services District (RCSD) Personnel and Contract Committee review and discuss a possible one-year contract renewal with Governmental Financial Services, for a term of October 11, 2024, to October 10, 2025. The compensation recommendation is \$6,180 per month/\$74,160 annually.

BACKGROUND

In October 2020, the RCSD Board of Directors authorized the reorganization of the Accounting Division. At that time, direction was given to the General Manager to retain the service of a financial consultant on an interim basis to begin looking at the restructuring of the accounting and financial functions of the District. As a result, it was determined that it would be most cost effective for the District for the general financial and accounting functions to be provided by a consultant through a Professional Services Agreement, rather than a full-time District employee. This would allow for professional level accounting service and greater transparency and oversight. Therefore, the RCSD entered into a Professional Services Agreement for general financial and accounting advisory services with The Pun Group LLP on December 3, 2020, at a rate of \$5,000 per month/\$60,000 annually.

At the September 13, 2022 RCSD Board of Directors meeting, the Board approved entering into a Professional Services Agreement (PSA) with Government Financial Services (GFS) for general financial and accounting advisory services for the RCSD for two years (through October 11, 2022 through October 10, 2024) at a rate of \$6,000 per month/\$72,000 annually.

FISCAL IMPACT

The FY 2024-2025 budget has \$6,180 per month/\$74,160 annually allocated for Outsource Financial Consultant Services. This includes a cost-of-living increase of 3% over the last contract amount of \$6,000 per month/ \$72,000 annually.

ATTACHMENTS

1. Professional Consulting Services Agreement between Rossmoor Community Services District and Government Financial Services for Consulting Services related to the effectiveness and efficiency of the District's financial activities.

**PROFESSIONAL CONSULTING SERVICES AGREEMENT
BETWEEN ROSSMOOR COMMUNITY SERVICES DISTRICT AND
GOVERNMENT FINANCIAL SERVICES FOR CONSULTING SERVICES
RELATED TO THE EFFECTIVENESS AND EFFICIENCY OF THE
DISTRICT'S FINANCIAL ACTIVITIES**

THIS AGREEMENT is made and entered into on September 13, 2022 by the Rossmoor Community Services District, a Community Services District (hereinafter referred to as "DISTRICT") and Governmental Financial Services (hereinafter referred to as "CONTRACTOR") with the principal place of business at 3972 Barranca Parkway, Suite J411, Irvine, CA 92606 with said CONTRACTOR'S business license issued in Irvine, California. DISTRICT and CONTRACTOR are collectively referred to herein as Parties and each a Party to this Agreement.

**ARTICLE 1
TERM AND EFFECTIVE DATE OF AGREEMENT**

1.0 This Agreement shall become effective on October 11, 2022, and shall remain in effect until October 10, 2024.

1.1 All parties agree the DISTRICT is under no obligation to use the services of the CONTRACTOR during the term of this Agreement.

**ARTICLE 2
RIGHT TO CANCEL**

2.0 Either party may cancel this Agreement with or without cause, by giving the other party a fifteen (15) day written notice. Upon cancellation, the DISTRICT will pay the CONTRACTOR for services performed to the date of termination. The parties acknowledge and agree that the right to cancel is a negotiated term of this Agreement and not intended, in any way, to affect the status of CONTRACTOR as an independent CONTRACTOR.

**ARTICLE 3
INDEPENDENT CONTRACTOR**

3.0 CONTRACTOR agrees that any and all members of the CONTRACTOR'S business are independent CONTRACTOR(s) and no employee-employer, partnership, joint venture, or agency relationship exists between the CONTRACTOR and the DISTRICT. CONTRACTOR enters into this Agreement and will remain throughout the term of the Agreement as an independent CONTRACTOR. CONTRACTOR agrees it is not and will not become an employee, partner, agent or principal of the DISTRICT while this Agreement is in effect solely because of the existence of this Agreement. CONTRACTOR agrees it is not entitled to the rights and benefits of DISTRICT employees, including disability or unemployment insurance, workers' compensation, medical insurance, sick leave, retirement, or any other employment benefit including benefits under California Public Employees' Retirement System. CONTRACTOR is responsible for providing, at its own expense, disability or unemployment and other

insurance, workers' compensation, training, permits and licenses for CONTRACTOR and for CONTRACTOR's employees and subcontractors.

ARTICLE 4

FINANCIAL CONSULTING SERVICES RELATED TO THE EFFECTIVENESS AND EFFICIENCY OF THE DISTRICT'S FINANCIAL ACTIVITIES

4.0 SPECIFIC SERVICES

CONTRACTOR agrees to provide evaluation of the effectiveness and efficiency of the municipal financial activities, operations, and programs; to provide management consultant services to the DISTRICT Manager and senior management; and to provide a variety of specialized finance and accounting services to assist the DISTRICT recording and maintaining the general ledger.

4.1 SCOPE OF SERVICES.

CONTRACTOR will generally provide services to the DISTRICT on Wednesdays. If CONTRACTOR has a conflict on a Wednesday, CONTRACTOR will arrange alternate dates with the DISTRICT. CONTRACTOR agrees to provide the following services:

- (a) Prepare a brief one-page step-by-step process to print a check (after learning the process from the District).
- (b) Process accounts payable twice per month using backup provided by the District including approval to pay. Payments will be processed on the District's financial system.
- (c) Prepare a list of monthly warrants for the Board by the tenth of the following month.
- (d) Reconcile the bank account monthly.
- (e) Prepare monthly financial summary reports for the Board within two months of month end.
- (f) Assist with the annual audit.
- (g) Assist with the preparation of the annual budget.
- (h) Attend Board Meetings approximately four times per year (most will be Budget Hearings).
- (i) The DISTRICT represents that they have fully implemented Black Mountain Software. The DISTRICT will need to show CONTRACTOR how this system operates and interfaces with other software. CONTRACTOR will not provide any conversion services under the fixed monthly fee of this agreement.
- (j) No investment advice or investment services will be provided.
- (k) No decisions or approvals of the CONTRACTOR will be valid. DISTRICT staff must make all decisions and approvals.
- (l) No staff supervision or directions will be valid. Any CONTRACTOR suggestions can only be deemed a suggestion from the public or someone from another agency. DISTRICT staff must supervise and direct DISTRICT staff.

4.2 STANDARD OF PERFORMANCE

CONTRACTOR represents that each individual who CONTRACTOR utilizes will be a Certified Public Accountant, licensed in the State of California and has the qualifications and skills necessary to perform the services under this Agreement in a

competent and professional manner, without the advice or direction of the DISTRICT. The individuals providing services being licensed Certified Public Accountants is a requirement of this Agreement.

4.3 CERTIFICATION OR REGISTRATION

CONTRACTOR agrees that all individuals who provide services to the DISTRICT will maintain certifications as a Certified Public Accountants. DISTRICT may request CONTRACTOR to submit proof of CONTRACTOR's current certifications at any time during the term of the Agreement.

4.4 EXPENSES AND TAXES

CONTRACTOR agrees to pay all fees, fines, taxes, or other costs of doing business related to CONTRACTOR's services. DISTRICT will not withhold any taxes for CONTRACTOR. If the Internal Revenue Service or any other Federal or State governmental agency should inquire about CONTRACTOR's status as an independent contractor, each party with notice agrees to inform the other party and allow the other party to participate in any discussion or negotiation with the agency.

4.5 AVAILABILITY

CONTRACTOR, at CONTRACTOR's sole discretion, will determine whether or not the firm is available to accept a DISTRICT project.

4.6 NON-EXCLUSIVITY

CONTRACTOR is not required to perform services exclusively for the DISTRICT, and, subject to any applicable conflict of interest laws, rules, or procedures of DISTRICT, may perform services for any other person or entity, provided other services do not interfere with the services CONTRACTOR has agreed to provide under this Agreement.

4.7 TOOLS, MATERIALS AND EQUIPMENT

CONTRACTOR agrees to supply all tools, materials and equipment required to perform the services under this Agreement.

4.8 MEANS, DETAILS AND MEANS OF PERFORMANCE

CONTRACTOR has complete and sole discretion for the manner in which the work under this Agreement will be performed. CONTRACTOR has complete and sole discretion regarding who will perform the services under this Agreement.

ARTICLE 5 CONTRACTOR'S COORDINATORS

5.0 CONTRACTOR'S assistants are not authorized to make changes to this Agreement.

ARTICLE 6 PAYMENT FOR SERVICES

6.0 Compensation

CONTRACTOR shall provide the services described in this Agreement regarding accounting services and shall be compensated at a flat monthly rate of six-thousand dollars (\$6,000.00). This rate will be prorated based on the start and end dates of commencement of services under Agreement. Total compensation under this Agreement shall not exceed seventy-two thousand dollars (\$72,000.00) per year without prior authorization of the DISTRICT's Board of Directors.

6.1 Extra Work.

At any time during the term of this Agreement, District may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by District to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from District's representative. Extra Work, if approved, shall be charged at a rate of \$155 per hour. Any Extra Work totaling more than \$5,000.00 per calendar year shall require prior approval of the Board of Directors.

ARTICLE 7 SUBMISSION OF INVOICES

7.0 Unless otherwise stated, the CONTRACTOR shall submit invoices no later than thirty (30) days from the end of each month.

7.1 CONTRACTOR shall submit written invoices.

7.2 CONTRACTOR's invoice must include the project descriptions.

ARTICLE 8 MISCELLANEOUS PROVISIONS

8.0 WORK PRODUCT

CONTRACTOR hereby agrees that all work products produced pursuant to this Agreement, and provided to DISTRICT during and upon completion of this Agreement, shall be the property of the DISTRICT and ownership of said work product shall be retained by the DISTRICT. CONTRACTOR may retain copies and files used in the preparation of any work product; however, the CONTRACTOR shall not distribute the information to anyone unless directed by the DISTRICT.

8.1 REPRESENTATIONS AND WARRANTIES

CONTRACTOR represents and warrants the following statements are true:

- (a) **NO GRATUITIES.** CONTRACTOR has not directly or indirectly offered or given any gratuities (in the form of entertainment, gifts, or otherwise,) to any DISTRICT personnel to secure this Agreement or to secure favorable treatment with respect to any determinations concerning the performance of this Agreement.

- (b) NO CONFLICT OF INTEREST. CONTRACTOR has no interest that would constitute a conflict of interest, and the scope of services does not fall within the requirements for filing an annual conflict of interest statement (Form 700).
- (c) NO INTERFERENCE WITH OTHER AGREEMENTS. This Agreement does not constitute a conflict of interest or default under any other DISTRICT Agreement.
- (d) COMPLIANCE WITH LAWS. CONTRACTOR is in compliance with all laws, rules and regulations applicable to CONTRACTOR's business and CONTRACTOR pays all undisputed debts when they come due.
- (e) NON-DISCRIMINATION/NO HARASSMENT. CONTRACTOR does not unlawfully discriminate against any employee or applicant for employment because of age, ancestry, color, creed, disability (mental and physical) including HIV and AIDS, marital and domestic partner status, medical condition, national origin, race, religion, request for family and medical care leave, sex (including gender identity), and sexual orientation. CONTRACTOR does not engage in unlawful harassment, including sexual harassment, with respect to any persons with whom CONTRACTOR may interact with in the performance of this Agreement. CONTRACTOR takes all reasonable steps to prevent harassment from occurring.

8.2 CHANGES IN WORK

The CONTRACTOR agrees that any changes, additions, deletions, or modifications to the services provided under this Agreement shall be written.

8.3 LIMITATIONS OF LIABILITY

DISTRICT will not be liable to CONTRACTOR for any indirect, special, or consequential damages, including lost profits or revenue, arising from or relating to this Agreement, regardless if the DISTRICT was advised of the possibility of such loss or damage. In no event will the DISTRICT's liability for direct damages arising from or related to this Agreement, for any cause whatsoever, and regardless of the form of action, whether in contract or tort, exceed the amounts paid to CONTRACTOR by the DISTRICT under this Agreement.

8.4 INDEMNIFICATION

The CONTRACTOR agrees to obtain insurance (see 8.5 below) and to defend, indemnify, protect, and hold harmless, the DISTRICT, its elected and appointed boards, officers, officials, employees, agents and volunteers from and against any and all claims, demands, lawsuits, defense costs, civil penalties, expenses, causes of action, and judgments at law or in equity, or liability of any kind or nature which the DISTRICT, its elected and appointed boards, officers, officials, employees, agents and volunteers may sustain or incur or which may be imposed upon them for injuries or deaths of persons, or damage to property arising out of CONTRACTOR'S negligence, wrongful act, or omission under the terms of this Agreement. The DISTRICT agrees that the limit of the indemnification, including defense costs, is the insurance outlined in Section 8.5 below.

8.5 INSURANCE COVERAGE

CONTRACTOR shall obtain and maintain during the life of this Agreement all of the following insurance coverage:

- (a) Automobile liability for owned, hired and non-owned vehicles utilized by CONTRACTOR, its employees or subcontractors in the amount of one hundred thousand dollars (\$100,000.00) per occurrence; and
- (b) CONTRACTOR shall obtain and maintain during the life of this Agreement Workers Compensation Insurance for its employees and subcontractors (if any).
- (c) Professional liability insurance in the amount of one million dollars (\$1,000,000.00).

DISTRICT understands that the CONTRACTOR's insurance will not permit the DISTRICT to be a named additional insured party.

8.6 ASSIGNMENT

Neither party may assign its rights or duties under this Agreement. This Agreement binds the parties as well as their heirs, successors, and assignees. 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

8.7 CONFIDENTIAL INFORMATION

All information disclosed to CONTRACTOR and all information gained while providing services under this Agreement is considered confidential and shall not be disclosed to any person or entity by CONTRACTOR without the prior written approval of DISTRICT. The DISTRICT owns the confidential information and the DISTRICT authorizes the CONTRACTOR to use it only for purposes of performing this Agreement. Notwithstanding the foregoing, CONTRACTOR has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Contractor, or any of its subcontractors, pursuant to this Agreement and provided to District may be subject to public disclosure by DISTRICT as required by the California Public Records Act (California Government Code section 6250 et seq.). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code section 6254.7, and of which CONTRACTOR informs DISTRICT of such trade secret. DISTRICT will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The DISTRICT shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the court.

8.8 ENTIRE AGREEMENT

This Agreement contains the entire understanding between the DISTRICT and CONTRACTOR. Any prior Agreements, promises, negotiations or representations not expressly set forth herein are of no force or effect. Subsequent modifications to this Agreement shall be effective only if in writing and signed by each Party. If any term, condition or covenant of this Agreement is held by a Court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall be valid and binding.

8.9. WAIVER

Waiver by any party hereto of any term, condition or covenant of this Agreement shall not constitute the waiver of any other term, condition or covenant hereof.

8.10 GOVERNING LAW

This Agreement shall be interpreted and construed according to the laws of the State of California. Venue shall be in the Superior Court for the County of Orange.

8.11 ATTORNEY'S FEES & COSTS

If litigation is reasonably required to enforce or interpret the provisions of this Agreement, the prevailing party in such litigation shall be entitled to an award of reasonable attorney's fees and costs.

8.12 Non-Exclusive Agreement. Contractor acknowledges that District may enter into agreements with other contractors for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

8.13 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.

8.14 No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of District and Contractor and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

8.15 NOTICE

All notices shall be personally delivered or mailed to the addresses listed below:

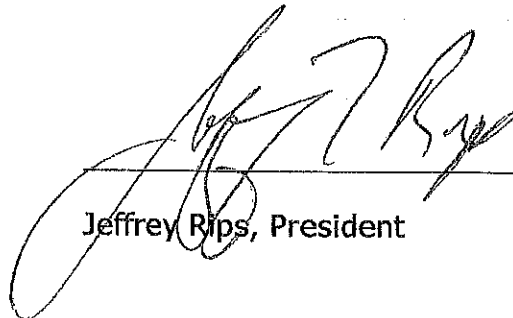
Contractor: Governmental Financial Services
3972 Barranca Parkway, #J411
Irvine, CA 92606
Attn: Michael Matsumoto
email: Mike-GFS@hotmail.com

District: Rossmoor Community Services District
3001 Blume Dr.
Rossmoor, CA 90814
Attn: Joe Mendoza, General Manager

The individuals signing this Agreement represent and warrant that they have the right, power, and authorization to bind their respective entities to the terms of the Agreement. The Parties hereto have caused this Agreement to be executed the day and year first above written.

DISTRICT

Dated: 9/13/2022



Jeffrey Rips, President

CONTRACTOR

Dated: 9/13/2022



Governmental Financial Services

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM C-4

Date: June 20, 2024

To: Personnel and Contract Administration Committee
Tony DeMarco, Chair
Michael Maynard

From: General Manager Joe Mendoza

Subject: DISCUSSION REGARDING CONTRACT RENEWAL FOR MICHAEL EUGENE RANESES - TREE FINES HEARING OFFICER

RECOMMENDATION

It is recommended that the Rossmoor Community Services District (RCSD) Personnel and Contract Administration Committee consider a one-year contract extension to the Professional Services Agreement (PSA) with Hearing Officer Michael Eugene Raneses, effective November 10, 2024 - November 9, 2025. The recommended compensation is \$130 per hour, annual compensation not to exceed \$5,000.

INFORMATION

The RCSD entered into a Professional Services Agreement for Hearing Officer Services with Michael Eugene Raneses on November 10, 2022. The PSA specified the option to extend by mutual written agreement of the District and Michael Eugene Raneses for a maximum of four additional one-year extensions. A one-year extension was granted in 2021, effective November 10, 2021, through November 9, 2022; a one-year extension was granted in 2022, effective November 10, 2022, through November 9, 2023, and a one-year extension was granted in 2023, effective November 10, 2023 through November 9, 2024.

For the past four years, Mr. Raneses has presided over a number of tree hearings. He has represented the District well and provided civil citation hearing services in a professional manner. As the Hearing Officer, he follows up with the parties involved in accordance with sound professional practices. This has been very helpful to the District because it provides a neutral authority to oversee the hearings and make the final determination.

The current compensation schedule for Mr. Raneses is \$125/hour, not to exceed \$5,000 annually. Mr. Raneses has indicated that he would like to extend the term of the Professional

Services Agreement with the RCSD for one year. He is also requesting a 4% increase in fees to \$130 per hour; annual compensation not to exceed \$5,000. Mr. Raneses was paid \$0 for FY 2023/2024 (offset by \$1,200 collected in tree fines).

RECOMMENDATION

Approve proposed changes and provide staff direction to continue working Michael Eugene Raneses and attorneys for an updated 2024 – 2025 agreement.

ATTACHMENTS

1. Professional Services Agreement for Hearing Officer Michael Eugene Raneses 2020-2021, with an extension PSA for 2023 – 2024.

**ROSSMOOR COMMUNITY SERVICES DISTRICT
PROFESSIONAL SERVICES AGREEMENT FOR HEARING OFFICER SERVICES
WITH MICHAEL EUGENE RANESES
(2020-2021)**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 10th day of November, 2020 ("Effective Date") by and between the ROSSMOOR COMMUNITY SERVICES DISTRICT, a public agency ("District") and MICHAEL EUGENE RANESES, an individual ("Consultant").

WITNESSETH:

A. WHEREAS, District proposes to utilize the services of Consultant as an independent contractor to provide civil citation hearing officer services, as more fully described herein; and

B. WHEREAS, Consultant represents that it has that degree of specialized expertise contemplated within California Government Code section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

C. WHEREAS, District and Consultant desire to contract for the specific services described in Exhibit A and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

D. WHEREAS, no official or employee of District has a financial interest within the provisions of sections 1090-1092 of the California Government Code in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in the Scope of Work, attached hereto as Exhibit A and incorporated herein by this reference.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise District of any changes in any laws that may affect Consultant's performance of this Agreement.

1.3. Performance to Satisfaction of District. Consultant agrees to perform all work to the complete satisfaction of the District. Evaluations of the work will be done by the District

Manager or his or her designee. If the quality of work is not satisfactory, District in its discretion has the right to:

- (a) Meet with Consultant to review the quality of the work and resolve the matters of concern;
- (b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including but not limited to those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; Workers' Compensation insurance and safety in employment; and all other federal, state and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless District from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against District for or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

1.5. Non-Discrimination. In performing this Agreement, Consultant shall not engage in nor permit its agents to engage in discrimination in employment of persons because of their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or veteran status, except as permitted pursuant to section 12940 of the Government Code.

1.6. Non-Exclusive Agreement. Consultant acknowledges that District may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of District. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense.

1.8. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of District. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by District. District shall grant such authorization if disclosure is required by law.

All District data shall be returned to District upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid an hourly rate of one hundred dollars (\$100.00) per hour. Consultant's annual compensation shall not exceed five thousand dollars (\$5,000.00).

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal unless the District Manager or designee, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Consultant may submit invoices to the District for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Consultant's services which have been completed to District's sole satisfaction. District shall pay Consultant's invoice within forty-five (45) days from the date District receives said invoice. Each invoice shall describe in detail the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to District or its Project Manager for inspection and/or audit at mutually convenient times from the Effective Date until three (3) years after termination of this Agreement.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. Unless otherwise agreed to in writing by the parties, the professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for

a period of one (1) year, ending on November 10, 2021, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. This Agreement may be extended by four (4) additional one (1) year periods upon mutual written agreement of both parties.

4.2. Notice of Termination. The District reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the District.

4.3. Compensation. In the event of termination, District shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of District's written notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the District or in the possession of the Consultant.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the District within ten (10) days of delivery of termination notice to Consultant, at no cost to District. Any use of uncompleted documents without specific written authorization from Consultant shall be at District's sole risk and without liability or legal expense to Consultant.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated A, Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by District:

- (a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than one million dollars (\$1,000,000.00) combined single limits per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.
- (b) Automobile liability for owned vehicles, hired, and non-owned vehicles for bodily injury and property damage.

- (c) Workers' Compensation insurance as required by the State of California. Consultant agrees to waive and to obtain endorsements from its Workers' Compensation insurer waiving subrogation rights under its Workers' Compensation insurance policy against the District, its officers, agents, employees, and volunteers arising from work performed by Consultant for the District and to require each of its subcontractors, if any, to do likewise under their Workers' Compensation insurance policies.
- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than one million dollars (\$1,000,000.00) combined single limits per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain said E&O liability insurance during the life of this Agreement and for three (3) years after completion of the work hereunder.

5.2. Endorsements. The commercial general liability insurance policy and automobile liability policy shall contain or be endorsed to contain the following provisions:

- (a) Additional insureds: "The Rossmoor Community Services District and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the District; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."
- (b) Notice: "Said policy shall not terminate, be suspended or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to District."
- (c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as it respects the Rossmoor Community Services District, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the Rossmoor Community Services District shall be excess and not contributing with the insurance provided by this policy."
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the Rossmoor Community Services District, its officers, officials, agents, employees, and volunteers.
- (e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.3. Deductible or Self-Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by District. No policy of insurance issued as to which the District is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.4. Certificates of Insurance. Consultant shall provide to District certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by District, prior to performing any services under this Agreement.

5.5. Non-Limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The District's General Manager or his or her designee shall be the representative of District for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the District, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. Unless otherwise designated by District, the District General Manager or his or her designee shall be the Project Manager to work directly with Consultant in the performance of this Agreement.

Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with District during the term of this Agreement. Consultant or its Project Manager shall attend and assist in all coordination meetings called by District.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: (a) at the time of delivery if such communication is sent by personal delivery, and (b) forty-eight (48) hours after deposit in the U.S. Mail as reflected by the official U.S. postmark

if such communication is sent through regular United States mail.

IF TO CONSULTANT: Michael Eugene Raneses 2409 Mira Monte Court Tustin, CA 92782 Tel: (714) 287-4999	IF TO DISTRICT: Rossmoor Community Services District Attn: Joe Mendoza, General Manager 3001 Blume Dr. Rossmoor, CA 90814 COURTESY COPY TO: Jones & Mayer Attn: Tarquin Preziosi, General Counsel 3777 N. Harbor Blvd. Fullerton, CA 92835
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6.5. [intentionally deleted].

6.6. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.7. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.

6.8. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant'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 Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.9. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the District, its elected officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the District, its elected officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the District, its elected officials, officers, agents and employees based upon the work performed by the

Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the District for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the District. This provision shall supersede and replace all other indemnity provisions contained either in the District's specifications or Consultant's Proposal, which shall be of no force and effect.

6.10. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of District. Consultant shall have no power to incur any debt, obligation, or liability on behalf of District or otherwise act on behalf of District as an agent. Neither District nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of District. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold District harmless from any and all taxes, assessments, penalties, and interest asserted against District by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold District harmless from any failure of Consultant to comply with the applicable Worker's Compensation laws. District shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to District from Consultant as a result of Consultant's failure to promptly pay to District any reimbursement or indemnification arising under this paragraph.

6.11. [intentionally deleted.]

6.12. Cooperation. In the event any claim or action is brought against District relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which District might require.

6.13. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of District. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of District. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of District and without liability or legal exposure to Consultant. District shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from District's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to District any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by District or its authorized representative, at no additional cost to the District.

6.14. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to District may be subject to public disclosure as required by the California Public Records Act (California Government Code section 6250 et seq.). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in California Government Code section 6254.7, and of which Consultant informs District of such trade secret. The District will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The District shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the court.

6.15. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code sections 81000, et seq.) and Government Code section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the District Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.16. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the District's representative, regarding any services rendered under this Agreement at no additional cost to District. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to District, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of District and to participate in any meeting required with regard to the correction.

6.17. Prohibited Employment. Consultant will not employ any regular employee of District while this Agreement is in effect.

6.18. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

6.19. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except

as expressly provided herein.

6.20. Binding Effect. This Agreement binds and benefits the parties and their respective permitted successors and assigns.

6.21. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of District and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.22. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.23. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.24. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.25. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.26. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.27. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.28. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CONSULTANT

Michael Raneses
Michael Eugene Raneses

Date: November 12, 2020

556-60-6219
Social Security or Taxpayer ID Number

ROSSMOOR COMMUNITY SERVICES DISTRICT

M. Maynard
Michael Maynard
Board President

Date: 11.13.2020

APPROVED AS TO FORM FOR DISTRICT

A. Preziosi
Tarquin Preziosi
General Counsel

Date: November 13, 2020

EXHIBIT A

SCOPE OF WORK - HEARING OFFICER

Introduction

A Hearing Officer is responsible for ensuring due process by performing quasi-judicial duties by presiding over civil citations. The District's powers involve issuing civil citations to encourage compliance with the provisions of specified District Policies. The Hearing Officer is responsible for conducting administrative reviews requested by person(s) receiving a civil citation. After considering all the evidence and testimony submitted at the administrative review, the Hearing Officer shall issue a written decision to uphold or dismiss the citation.

General Scope of Work

In accordance with Policy No. 3098, Administrative Citations, the Hearing Officer's duties include:

- Performing professional level work as an independent, unbiased contractor to the District.
- Conducting hearings for administrative reviews of civil citations that are contested by the citee on a date at least ten (10) days but not more than thirty (30) days after the citee requests a hearing, and upon at least 10 days' written notice to the citee. The Hearing Officer also conducts hardship hearings to consider a waiver of civil citation fees.
- Scheduling hearings with the District, which hearing duration will generally vary from one (1) to three (3) hours.
- Reviewing pertinent public records on the citation, citation records and/or reports reviewed from the District staff (which may include consultants), including information showing all fine deposits and fee waivers granted.
- Receiving testimony from the citee and reviewing evidence relevant to financial hardship and the Policy violation specified in the citation.
- Receiving evidence on the citation, and any other reports prepared by the District staff concerning the Policy violation and any attempted correction of the violation if applicable.
- Receiving testimony from the District staff if they are present and if requested.
- Continuing a hearing if a request is made by the citee, or the citee's representative, or the representative of the District, upon a showing of good cause. If the request for continuance is denied, the hearing shall proceed as scheduled.
- After considering all the evidence and testimony submitted at the administrative review, issuing a Notice of Decision to uphold the citation or cancel it based upon a conclusion of whether or not a violation occurred for which the citee was a responsible person. The Hearing Officer has no discretion or authority to reduce or modify a fine.
- In the event of a conflict between Policy No. 3098 and this Scope of Work, Policy No.3098 shall control the interpretation of this Scope of Work.



ROSSMOOR COMMUNITY SERVICES DISTRICT
3001 BLUME DRIVE, ROSSMOOR, CA 90720 / (562) 430-3707 / FAX (562) 431-370

October 16, 2023

Mr. Michael Raneses
P.O. Box 3124
Tustin, CA 92781

Dear Mr. Raneses:

Thank you for providing Hearing Officer Services to the Rossmoor Community Services District (RCSD) from November 2020 to the present. At their regular Board meeting on October 10, 2023, the RCSD Board of Directors approved the extension of your Professional Services Agreement (PSA) for one year – November 10, 2023 through November 9, 2024.

The PSA that was executed in November 2020 between the District and you provides the option to extend the agreement by mutual written agreement of the District and yourself. Please sign below and return this letter to me. Upon receipt, we will complete the renewal process and send you a fully executed copy of this letter.

Thank you for your service to the District. We appreciate your assistance and the professional manner in which you perform your duties.

Sincerely,

Joe R. Mendoza
General Manager

Extension of Professional Services Agreement for Hearing Officer Services between the Rossmoor Community Services District and Michael Eugene Raneses at the rate of \$125 per hour, annual compensation not to exceed \$5,000. November 10, 2023 – November 9, 2024

Accepted by:

Michael Eugene Raneses
Joe R. Mendoza, General Manager
Rossmoor Community Services District

Date: 10-23-2023

Date: 10/27/2024