

ROSSMOOR

COMMUNITY SERVICES DISTRICT



Regular Meeting of the Board Agenda Package

April 9, 2019

BOARD OF DIRECTORS

AGENDA
BOARD OF DIRECTORS
ROSSMOOR COMMUNITY SERVICES DISTRICT

REGULAR MEETING

RUSH PARK
3021 Blume Drive
Rossmoor, California

Tuesday, April 9, 2019

7:00 p.m.

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

A. ORGANIZATION

1. CALL TO ORDER: 7:00 p.m.
2. ROLL CALL: Directors DeMarco, Kahlert, Maynard, Nitikman
President Casey
3. PLEDGE OF ALLEGIANCE: Los Alamitos Unified School District Students
4. PRESENTATIONS:
 - a. President Ron Casey, Presentation of Proclamation of Commendation to Retiring Los Alamitos Unified School District Superintendent Dr. Sherry Kropp
 - b. Orange County Traffic Engineering Department Representative, Wei Zhu Re: Rossmoor Traffic and Safety Update

B. ADDITIONS TO AGENDA – None

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

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

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

C. PUBLIC FORUM

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

D. REPORTS TO THE BOARD:

1. REPORT OF THE TREE COMMITTEE RE: MEETING OF MARCH 26, 2019
2. REPORT OF THE GENERAL MANAGER RE: DISTRICT FACILITY SAFETY AND USAGE AUDIT

E. CONSENT CALENDAR

1. MINUTES:
 - a. Regular Board Meeting of March 12, 2019—Receive and file.
2. FEBRUARY 2019 REVENUE AND EXPENDITURE REPORT—Receive and file.

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

F. PUBLIC HEARING: None

G. RESOLUTIONS:

1. RESOLUTION NO. 19-04-09-01 RESOLUTION OF THE ROSSMOOR COMMUNITY SERVICES DISTRICT AUTHORIZING THE DISTRICT, BY AND THROUGH THE DISTRICT GENERAL MANAGER, TO ACCESS STATE AND LOCAL SUMMARY CRIMINAL HISTORY INFORMATION FOR EMPLOYMENT, LICENSING OR CERTIFICATION PURPOSES

ORDINANCES-None

H. REGULAR CALENDAR

1. DISCUSSION AND POSSIBLE ACTION RE: APPROVAL OF CULINARY PROGRAM AGREEMENT WITH CHEF STEVE GOSTIN, FOUNDER/CHIEF OPERATING OFFICER, CULINARY NETWORKING GROUP LLC, DBA OC CHEF CONCIERGE, INC. FOR A CULINARY PROGRAM AT RUSH PARK KITCHEN
2. DISCUSSION WITH GENERAL MANAGER RE: SCHEDULING OF RUSH PARK PARKING LOT TREE REPLACEMENTS ON BLUME DRIVE

I. GENERAL MANAGER ITEMS

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

J. GENERAL COUNSEL ITEMS

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

K. BOARD MEMBER ITEMS

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

L. CLOSED SESSION-None

M. ADJOURNMENT

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

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


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

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

CERTIFICATION OF POSTING

I hereby certify that the attached Agenda for the April 9, 2019, 7:00 p.m. Regular Meeting of the Board of Directors of the Rossmoor Community Services District was posted at least 72 hours prior to the time of the meeting.

ATTEST:

 Date 4/4/19

JOE MENDOZA
General Manager

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM A-4a.

Date: April 9, 2019
To: Honorable Board of Directors
From: General Manager Joe Mendoza *JRM*
Subject: PRESIDENT RON CASEY PRESENTATION OF
PROCLAMATION OF COMMENDATION TO RETIRING LOS
ALAMITOS UNIFIED SCHOOL DISTRICT SUPERINTENDENT
DR. SHERRY KROPP

RECOMMENDATION:

Receive presentation.

BACKGROUND:

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

- a. President Ron Casey Presentation of Proclamation of Commendation to retiring Los Alamitos Unified School District Superintendent Dr. Sherry Kropp

ATTACHMENTS

1. Proclamation



PROCLAMATION of COMMENDATION
OUTSTANDING LOS ALAMITOS UNIFIED SCHOOL DISTRICT SUPERINTENDENT

Dr. Sherry Kropp

WHEREAS, Dr. Sherry Kropp announced her retirement in April 2019, and

WHEREAS, Dr. Sherry Kropp, has worked in education for over 40 years and Dr. Kropp has spent 34 of those years with the Los Alamitos Unified School District (LAUSD) in various roles including teacher, assistant principal, interim principal, principal, Director, Assistant Superintendent and ultimately as LAUSD's Superintendent for the last eight years; and

WHEREAS, Dr. Sherry Kropp was selected as 2018 Superintendent of the Year for Orange County. She has been an exemplary leader and advocate for all students providing robust programs in academics, athletics, activities and the arts. Giving all students the best possible educational experiences is the driving force behind Dr. Kropp's exceptional leadership; and

WHEREAS, Dr. Sherry Kropp has worked closely with the Rossmoor Community Services District and the entire community to solve problems of mutual concern. Dr. Kropp was extraordinarily responsive and always willing to collaborate with the District on community events; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Rossmoor Community Services District desires by this Proclamation to acknowledge and commend LAUSD Superintendent Dr. Sherry Kropp for her stellar career as an educator, her extraordinary leadership, remarkable accomplishments and outstanding service to the Los Alamitos Unified School District and the community of Rossmoor.

ADOPTED, this 9th day of April, 2019

ATTEST:

Ron Casey, President of the Board
Rossmoor Community Services District

Joe Mendoza, General Manager
Rossmoor Community Services District



ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM A-4b.

Date: April 9, 2019
To: Honorable Board of Directors
From: General Manager Joe Mendoza *JRM*
Subject: ORANGE COUNTY TRAFFIC ENGINEERING DEPARTMENT REPRESENTATIVE, WEI ZHU RE: ROSSMOOR TRAFFIC AND SAFETY UPDATE

RECOMMENDATION:

Receive presentation.

BACKGROUND:

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

- b. Orange County Traffic Engineering Department Representative, Wei Zhu Re: Rossmoor Traffic And Safety Update

ATTACHMENTS: None

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM D-1

Date: April 9, 2019
To: Honorable Board of Directors
From: General Manager Joe Mendoza *JRM*
Subject: REPORT OF THE TREE COMMITTEE RE: MEETING OF MARCH 26, 2019

RECOMMENDATION:

Receive and file the report.

BACKGROUND:

A Tree Committee Meeting was held on Tuesday, March 26, 2019 with three items on the Regular Calendar for the Agenda.

The first agenda item was a resident removal request for a parkway tree made by Tim Murphy at 11262 Martha Ann Dr. The Committee denied the request based on information provided by District Arborist Mary Kingman along with an arborist hired by the resident. The Committee requested that a safety trim be performed on the tree, which Mary Kingman confirmed was scheduled to take place in April, 2019.

The second agenda item was a discussion on RCSD revising the District Tree Policy to include set penalties for unauthorized pruning or damage to Rossmoor parkway trees. On advice of counsel, the District will explore options, including an M.O.U. agreement with the County of Orange that would enable enforcement of the District Tree Protection Policy along with the option of an Administrative Remedies Ordinance that would include a cost recovery option for damaged or destroyed parkway trees. The Committee also requested that a mailer be sent to all Rossmoor residents that details the District's current Tree Protection Policy.

The third agenda item was a discussion on vacant tree parkways and how to enforce section 20 of District Policy 3080 which specifies that all parkways be planted with at least one tree. The Committee agreed that RCSD should continue to work with and encourage residents who do not have a tree to have one planted.

ATTACHMENTS: None

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM D-2

Date: April 9, 2019
To: Honorable Board of Directors
From: General Manager Joe Mendoza *JRM*
Subject: REPORT OF THE GENERAL MANAGER RE: DISTRICT FACILITY SAFETY AND USAGE AUDIT

RECOMMENDATION

Receive and file report.

BACKGROUND

As the newly appointed General Manager in October 2018, I began familiarizing myself with the District's facilities and infrastructure. The Rossmoor Community Services District staff was very helpful in bringing me up to date on the history of facility users, programming, deferred maintenance and safety practices.

Subsequently, I had meetings with staff to discuss safety standards, use of facilities, potential new use of facilities, development of daily inspection reports for parks, buildings and playgrounds, need for a deferred maintenance schedule, long and short term rentals, facility user insurance requirements, and other items associated with the District's facilities. These meetings resulted in a number of findings, which prompted this report to inform the Board of procedures and upgrades that are being implemented to our operations and management.

This is not a one-time process. In addition to the daily/weekly/monthly inspections, we are going to continue to conduct an annual comprehensive audit of safety and facility usage.

INFORMATION

Safety and Liability

As District facilities were toured, Occupational Safety and Health Administration (OSHA) standards were utilized to monitor work place and facility safety. This was an important aspect of facility evaluation. This involved touring electrical rooms, water heater rooms, kitchens, storage rooms, an auditorium and community room, closets, restrooms, playgrounds, athletic fields and courts, parking lots, picnic shelters, and common areas.

It was good to see that staff had practices in place that consistently checked fire extinguishers, defibrators, alarms, smoke detectors, and HVAC filters.

An area to be addressed was the need for consistent documentation and inspection of parks, buildings, and playgrounds that would identify hazardous conditions, maintenance needs, and safety issues. To facilitate this, a daily inspection checklist was created and is being used by staff at each facility. The inspections are reviewed, work orders are created, and documentation is being filed. This process ensures that the District is addressing any hazards in a timely manner. Any deferred maintenance issues will also be documented and used as a budget consideration for future planning.

Additionally, to minimize liability to the District, staff has ensured that each facility user provides a Certificate of Indemnification to protect the District.

Facility Usage

The long and short-term use of facilities was evaluated. This involved reviewing who the users were, and how and when they were using the facilities.

As a result, the findings are identified below by facility:

Rossmoor Park

- The electrical room and plumbing chase between the restrooms were being utilized as storage areas by staff and the tennis contractors, which is in direct violation of OSHA standards. A storage shed has been ordered that will be shared by staff and the tennis contractors to house tennis and court maintenance equipment. The shed will be locked and located on a cement slab adjacent to the tennis courts.

- The water heater within the closet adjacent to the community room was being utilized by a preschool and afterschool program for storage. This was not in compliance with OSHA standards. Staff has worked with both entities to clean the area and ensure safety.
- The preschool and afterschool program also have a number of storage areas and containers that need to be organized and purged in order to be safe for the users. Staff is working with both entities to maximize safety and storage.
- The trellis area adjacent to the tennis courts and playground was in dire need of staining and wood repair. This project has been completed and the trellis and benches have been repaired and stained.
- Tennis and basketball courts were peeling and worn (slippery). They are scheduled to be resurfaced in April.
- The ball fields used by the Los Alamitos Girls Softball League are in need of infield work. Staff is working with the leaders of the LAGSL to schedule adding infield mix, laser grading, and turf repair.
- The playground was evaluated and two platforms and railing have been ordered for replacement. Bids are being secured to paint the equipment. This will enhance the playground and extend the life of the structure.
- Future CIP and deferred maintenance projects for consideration are: addition of a picnic shelter and new playground equipment.

Rush Park

- The contractor who provides audio and visual services for our monthly Board meetings was charging the District \$270 per month for storage and transporting of audio visual equipment. Staff worked with the contractor and a closet was emptied and altered to provide a secure place for the contractor to store the equipment. This will result in an annual savings of \$3,240.
- The kitchen was identified as an under-utilized area. Staff is working on possible culinary programs that would serve the community, as well as generate revenue for the District.

- Because of wear and age, the restrooms needed new counters, painting, lighting and fixtures. The work has been completed and baby stations have also been added.
- The Rossmoor Homeowners Association (RHA) has been utilizing a room adjacent to the auditorium. The room is designated as an office, however, due to the advancement of technology over the years, the RHA Board works out of their homes utilizing their own computers, phones, and copy machines and has not used the room as an office for a number of years. The room has been used for storage of paper drive equipment (i.e. trash cans, tables, chairs, bottles, cans, etc.) and archiving of historical data of Rossmoor. Staff is working with the RHA to schedule a cleaning of the room, purging of the files, moving of the paper drive equipment to the Montecito storage shed, putting some of the archive documents into a cloud system and also boxing valuable historical data and finding a secure storage location. The plan for the room is to make it into a play equipment check out room for youth that visit the park, as well as the youth center who is proposing to conduct an afterschool program for Hopkinson School during the school year. The equipment will be donated by the Youth Center and the general public. The room will be a place for youth to drop in, check out equipment and return it. The long-term plan for the room is to collaborate with the RHA historian to display the history of Rossmoor in a fun and interactive setting for the community to enjoy.
- Staff has identified a room that the Sheriff's have been using for breaks and report writing. The room has also been utilized for storage of our RCSD monthly Board meeting equipment (i.e. chairs, tables, podium). This not a compatible use. The room is under-utilized and could continue to be used by the Sheriff's, while possibly using space for other County services to be available to the community, such as building permit processing, senior services, health and tax information, etc. Staff has targeted two alcoves within the auditorium that could become storage closets to house the RCSD Board meeting equipment.
- The East Room meeting room is currently carpeted. The carpet is in good shape. However, when replacement is warranted, hard surface flooring will be recommended to provide more flexibility and possible offering of dance classes or other programs for youth and adults.
- While the auditorium has two long-term users and is rented on a regular basis, there are still opportunities for rental that exist. Therefore, a marketing program to the local schools, community organizations, and residents will be initiated.

- Future CIP and deferred maintenance projects for consideration are: asphalt repair and slurry of the parking lot; painting of the exterior Rush Park buildings; possible addition of an exercise cluster; and enhanced audio visual equipment and stage lighting for the auditorium.

Montecito Center

- The worn carpeting is scheduled to be replaced in late April by hard surface flooring that will be easier to clean and offer more flexibility in programming.
- The parking lot has been resurfaced and striped.
- Montecito Center is a popular place and is well utilized. However, we will continue to enhance marketing in order to maximize usage.

Foster and Kempton Parks

- Both parks have been regularly maintained and staff has replaced and/or added plant material. The storage areas behind both parks are being evaluated for better use by the District.

ATTACHMENTS: None

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM E-1a.

Date: April 9, 2019
To: Honorable Board of Directors
From: General Manager Joe Mendoza *JRM*
Initiated by Liz Deering
Subject: REGULAR RCSD BOARD MEETING MINUTES OF MARCH 12,
2019

RECOMMENDATION:

Approve the Minutes of the Regular Meeting of March 12, 2019 as prepared by the Board's Secretary/General Manager.

BACKGROUND:

The report reflects the actions of the Board at their meeting of March 12, 2019 as recorded by the Board's Secretary/General Manager.

ATTACHMENTS:

1. Regular RCSD Board Meeting Minutes of March 12, 2019



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

REGULAR MEETING

RUSH PARK
3021 Blume Drive
Rossmoor, California

Tuesday, March 12, 2019

A. ORGANIZATION

1. CALL TO ORDER: 7:02 P.M.

- 2. ROLL CALL:** Directors DeMarco, Maynard, Nitikman
President Casey
Director Kahlert was absent

3. PLEDGE OF ALLEGIANCE: Los Alamitos Youth Center

4. PRESENTATIONS:

a. Orange County Animal Care Services

Orange County Animal Care Representatives Sergeant Su and Animal Care Officer Suggett were accompanied by a Beagle-mix dog named 'Badger' currently up for adoption at the Orange County Animal Shelter in Tustin. Sergeant Su reported that off-leash dogs were an ongoing issue in the Rossmoor community, particularly at Rush and Rossmoor Parks. She stated that they were increasing patrols in the Rossmoor area and reminded the public about potential consequences and fines for non-compliance with the leash law. The Animal Control Representatives briefly discussed the upcoming spring coyote breeding season and provided an overview of how to accurately report coyote sightings to the Rossmoor Wildlife Watch. The RCSD Board Members posed for photos with 'Badger' the dog. The presentation was received and filed.

B. ADDITIONS TO AGENDA—None

C. PUBLIC FORUM:

Marian Last with the Rossmoor Homeowners Association announced this year's Rossmoor Community Festival would be held on Sunday, May 5, 2019 (Cinco De Mayo) at Rush Park.

Doug Smith opined relative to the I-605/Katella Project and its potential increase in traffic safety issues, as well as the negative impact on Rossmoor property owners living close to Katella Avenue due to the elimination of green space in order to widen the roadway.

D. REPORTS TO THE BOARD:

1. FY 2018-2019 CAPITAL IMPROVEMENT FUND 40 AMENDMENTS, BUDGET AND PROJECT LIST

The General Manager reported that the CIP Committee met on January 24, 2019 to review the District’s FY 2018-2019 project list and Fund 40 Amended Budget. The Committee discussed the addition of new projects. These included the Southern California Edison LED street lighting upgrade, LED interior lighting upgrades at the Rush Park District Office and Rossmoor Park Community Center building, resurfacing of Rossmoor Park tennis courts and basketball courts, new flooring at Montecito Center, and the purchase of a new utility golf cart for special events and everyday maintenance.

Motion by Director Nitikman, seconded by Director DeMarco to adopt the 2019-2020 Budget Calendar, subject to the General Manager verifying the costs for resurfacing the tennis courts and comparing those costs to additional vendor quotes to be sure the District was getting the best price. Motion passed 4-0.

E. CONSENT CALENDAR:

1a. MINUTES OF THE REGULAR BOARD MEETING—February 12, 2019

2. REVENUE AND EXPENDITURE REPORT—January 2019

Motion by Director Maynard, seconded by Director Nitikman, to approve the Consent Calendar as submitted. Motion passed 4-0.

F. PUBLIC HEARING—None

G. RESOLUTIONS:

ORDINANCES—None

H. REGULAR CALENDAR:

1. ADOPTION OF FY 2019-2020 BUDGET CALENDAR

The General Manager presented the 2019-2020 Budget Calendar for the Board’s review and adoption.

Motion by Director Maynard, seconded by Director Nitikman, to adopt the 2019-2020 Budget Calendar. Motion passed 4-0.

2. DISCUSSION AND POSSIBLE ACTION RE: APPROVAL OF CULINARY PROGRAM AGREEMENT WITH CHEF STEVE GOSTIN, FOUNDER/CHIEF OPERATING OFFICER, CULINARY NETWORKING GROUP, LLC, DBA OC CHEF CONCIERGE, INC. FOR CULINARY PROGRAM AT RUSH PARK KITCHEN

DUE TO A SCHEDULING CONFLICT ITEM H-2 APPROVAL OF CULINARY PROGRAM AGREEMENT, WAS REMOVED FROM THE AGENDA AND POSTPONED TO THE APRIL 9, 2019 BOARD MEETING

3. REQUEST FOR FUNDING FOR THE 4TH OF JULY FIREWORKS SPECTACULAR AT THE JOINT FORCES TRAINING BASE

General Manager Joe Mendoza recommended the Board discuss the request by the City of Los Alamitos for a contribution from the RCSD in the amount of \$8,000 for the 2019 4th of July Fireworks Spectacular at the Joint Forces Training Base, and direct staff as appropriate.

Discussion ensued. Motion by Director Nitikman, seconded by Director DeMarco to table Item H-3 until the May 2019 regular Board Meeting. In the meantime, the Board directed staff to conduct a survey and gather public input to determine whether the 4th of July Fireworks Spectacular event at the Joint Forces Training Base was important to Rossmoor residents and whether the Rossmoor Community Services District should continue to contribute funds to the event or invest the money in District programs. Motion passed 4-0.

4. SHAKESPEARE BY THE SEA REQUEST FOR DISTRICT COSPONSORSHIP AND STIPEND

General Manager Joe Mendoza recommended the Board review and discuss the request by Shakespeare by the Sea for a co-sponsorship agreement in which the District would be responsible for coordinating any possible County permits needed and also provide a stipend requested in the amount of \$4,500.

Shakespeare by the Sea Program Director, Lisa Coffi, addressed the Board and provided an overview of the annual event and outlined the fundraising efforts and costs involved in the production.

Discussion ensued relative to the continual increase in annual costs and whether the money would be better invested in District-run programs instead. The General Manager stated that the District also contributed an additional \$500 towards the filming of the production, which would bring the total 2019 contribution to \$5,000.

Director DeMarco stated that initially the event was free, however, almost every year since Shakespeare by the Sea has asked the Board for an increase in the District's contribution. Lisa Coffi replied that the production costs were initially underwritten by a Rossmoor resident's generous donation, but that is no longer the case. Director DeMarco expressed concern that next year the amount could possibly increase again. Motion by Director Maynard, seconded by Director Nitikman to approve the request from Shakespeare by the Sea for a stipend in the amount of \$4,500 for this year's Shakespeare in the Park production. Motion passed 4-0.

5. APPROVAL OF TENNIS AGREEMENTS

General Manager Joe Mendoza recommended approval of the new Professional Services Agreements with Tennis Instructors Fernando Molina and Beau Berglund to provide tennis instruction at Rossmoor Park, for a period of two years, from March 2019 to March 2021. Changes to the agreements included the addition of a CPI survey and a mandatory Department of Justice background check.

Motion by Director Maynard, seconded by Director Nitikman to approve the proposed Professional Services Agreements between the District and Tennis Instructors Fernando Molina

and Beau Berglund to provide tennis instruction at Rossmoor Park, for a period of two years, from March 2019 to March 2021. Motion passed 4-0.

I. GENERAL MANAGER ITEMS:

General Manager Joe Mendoza thanked President Casey and Mary Kingman, Omero Perez and Chris Argueta for helping to make this year's Arbor Day Celebration an outstanding event. Many kids were in attendance and enjoyed the educational information, games and activities organized by District staff. He announced that RCSD would be honoring Los Alamitos Superintendent Dr. Sherry Kropp at the April 9 Board Meeting with a reception and proclamation. Andrew Pulver has been appointed as the new LAUSD Superintendent and he would invite him to a future RCSD Board meeting for introductions. The General Manager briefed the Board on the Community Survey which was due to go out in April in conjunction with the quarterly newsletter, and would also be posted on the District website and social media channels. Over the past few weeks a test survey had been sent to the Board and he encouraged their review and comments. He stated that the survey would be a valuable tool in helping the District prepare its budget and assist the Board in identifying Capital Improvement projects and programs. The General Manager further reported that the bike lane markings had been placed on Foster Road. When he called Orange County Public Works after the fact to inquire as to why the bike lane markings had been placed, he was told that they had been directed to install the markings and would have to reinstall them once the roads were slurry sealed later in the Spring. Rossmoor now has one shared bike lane along Foster Road/ Yellowtail Road.

Director Maynard inquired as to whether there was a traffic requirement and/or certain criteria for installation of a shared bike lane. He wanted to know if there was also going to be a shared bike lane conversion on Bradbury Road. If shared bike lanes are to be considered the latest and greatest thinking on safety with cyclists and kids he was curious as to why the County didn't have them all around the schools and on Mainway Road. He reasoned that if the community roads were going to be restriped and resurfaced in the spring, now would be the time to open up the concept of safety and cyclists. He concurred with Director DeMarco that there had to be more than one road in the community that people ride bikes on, especially around the four schools. He also requested that the County share the qualifying criteria for a bike lane. At Director DeMarco and Director Maynard's request, the General Manager agreed to verify if there would be a shared bike lane on Bradbury Road as well and what the new signage would look like.

The General Manager reported that the upcoming slurry seal road work project would be extensive and could potentially last a year; therefore, he had public works to provide a detailed schedule and map of the project to share with residents on the District website. The General Manager concluded that staff would present a facility and safety audit report, RHA facility usage consideration request at the April 9, 2019 board meeting.

J. BOARD MEMBER ITEMS:

Director DeMarco stated he was pleased with the new LED street lights and thinks the District chose the correct wattages. He was glad the project was completed and asked the General Manager to check with John King regarding the warranty process in the first year so the District would know how to respond to any requests for repairs or adjustments. The General Manager stated that

the lights were not dimmable and there was a cost to adding a directional shade—which was not what was originally stated by Southern California Edison. Director DeMarco encouraged General Manager Joe Mendoza to research the options that were originally presented by John King in their meeting with him over a year and a half ago. To his recollection the lights were represented as being adjustable and dimmable. That being said, overall, the lights were outstanding. He directed the General Manager to inquire with the County and the School District about placing shared bike routes around schools and in other areas of the community in conjunction with the upcoming restriping and slurry seal project. Director DeMarco thanked Orange County Animal Care Services for their presentation and for bringing the dog ‘Badger’ to the meeting tonight. He suggested putting information about coyote breeding season in the upcoming newsletter and making sure the Wildlife Watch information was on the District website. Director DeMarco again opined regarding the Shakespeare in the Park production costs. He stated that if the requested stipend continues to increase he would rather see the money go to a local high school drama student performance.

Director Maynard thanked Orange County Animal Care Services for coming out and reminding residents about the leash law. He especially wanted to thank ‘Badger’ the dog for coming and encouraged someone to adopt him soon. Director Maynard addressed recent articles in the Orange County Register that had reported unfavorably on special districts. He clarified that the article was focused on water and sewer districts and opined that Rossmoor was a community services district, one of the most efficient form of government. He stated that residents should feel confident that the Rossmoor Community Services District was very streamlined, prudent in the management of its limited resources and engaged with the community.

Director Nitikman opined regarding staff research into the expansion of Arbor Day and other events throughout the year. He remarked that Arbor Day was a good event to expand as Rossmoor was designated as a Tree City USA. It could be an educational event for all ages and a great way to build community. He inquired as to when the two trees were scheduled to be planted to replace the two diseased Ficus trees removed at Rush Park along Blume Drive. Planting was initially delayed in anticipation of the County’s decision regarding whether or not to install a curb cut in that location. Since the County had decided against the curb cut proposal he suggested scheduling a Tree Committee meeting and putting the tree replacement item on next month’s agenda for consideration before the weather became too hot. Director Nitikman remarked that he had observed a comment thread on Nextdoor Rossmoor regarding the new LED streetlights and they were all favorable, which was a tremendous accomplishment. He cautioned residents to be wary of coyotes during the upcoming breeding season and keep their pets safe. Director Nitikman opined regarding the culinary program item coming before the Board next month and requested that staff strive to differentiate its class offerings from similar programs in the area.

President Casey thanked Orange County Animal Care Services for bringing ‘Badger’ the dog with them and providing an update on coyotes and reminders about the leash law in Rossmoor. He stated that he was pleased that they were increasing patrols and enforcement in Rossmoor parks as it was challenging for the District to make dog owners comply with the leash law due to its limited staff and jurisdiction over such matters. President Casey was very complimentary about the entertainment and educational activities and tree planting provided at Rossmoor’s Arbor Day Celebration event on March 8’ 2019. He echoed his fellow Board member’s praise about the seamless installation and positive reviews of the new LED streetlights in Rossmoor. He stated that

he was disappointed that the parking restrictions on Foster Road had been removed to install a shared bike lane and had safety concerns that cyclists would be weaving in and out of the original bike lane to avoid the parked cars.

K. GENERAL COUNSEL ITEMS:

General Counsel Tarquin Preziosi stated that the District was in the process of developing a procedure to fingerprint and conduct background checks on volunteers, contractors and supervisors who worked directly with youth. General Counsel reported, as standard practice, staff would be attaching insurance policy and endorsement documents to all contracts as an exhibit before being placed on the board agenda, so that when the item is approved it will contain all proper insurance documents.

L. CLOSED SESSION: None

M. ADJOURNMENT:

Motion by Director DeMarco, seconded by Director Maynard, to adjourn the regular meeting at 9:20 p.m. Motion passed 4-0.

SUBMITTED BY:

**Joe Mendoza
General Manager**

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM E-2

Date April 9, 2019
To: Honorable Board of Directors
From: General Manager Joe Mendoza *JRM*
Initiated by Kathy Bell
Subject: REVENUE & EXPENDITURE REPORT – FEBRUARY, 2019

RECOMMENDATION:

Receive and file the Revenue and Expenditure Report for February, 2019.

BACKGROUND:

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

ATTACHMENTS:

1. Revenue & Expenditure Report for the month of February, 2019.

REVENUE / EXPENDITURE SUMMARY REPORT
 FUND 10 - GENERAL FUND
 February 2019 @ 66.67%

	Original Budget	Amended Budget	YTD Actual	Current Month	Unenc. Balance	% Budget
Revenues						
PROPERTY TAXES	954,930.00	954,930.00	563,934.33	1,274.69	390,995.67	59.1
STREET LIGHT ASSESSMENTS	339,900.00	339,900.00	197,384.60	443.97	142,515.40	58.1
USE OF MONEY AND PROPERTY	8,000.00	20,000.00	7,308.95	0.00	12,691.05	36.5
OTHER GOVERNMENT AGENCIES	60,400.00	60,400.00	2,548.47	0.00	57,851.53	4.2
FEES AND SERVICES	190,000.00	190,000.00	112,318.44	16,708.88	77,681.56	59.1
OTHER REVENUE	22,000.00	22,000.00	20,435.60	0.00	1,564.40	92.9
TRANSFER IN OTHER FUNDS	0.00	0.00	0.00	0.00	0.00	0.0
Total Revenues	1,575,230.00	1,587,230.00	903,930.39	18,427.54	683,299.61	57.0
Expenditures						
TRANSFER OUT - CIP FUND 40	0.00	60,000.00	0.00	0.00	0.00	0.0
ADMINISTRATION 1	818,279.00	818,279.00	557,045.27	54,878.02	261,233.73	68.1
RECREATION	41,400.00	46,050.00	39,754.90	220.00	6,295.10	86.3
ROSSMOOR PARK	107,900.00	100,828.00	58,642.61	4,783.18	42,185.39	58.2
MONTECITO CENTER	20,624.00	27,879.00	16,213.35	366.26	11,665.65	58.2
RUSH PARK	127,480.00	143,150.00	107,889.83	7,454.27	35,260.17	75.4
STREET LIGHTING	103,000.00	103,000.00	54,184.20	7,828.63	48,815.80	52.6
ROSSMOOR WALL	2,300.00	5,300.00	4,262.04	1,000.00	1,037.96	80.4
STREET SWEEPING	55,120.00	55,120.00	37,814.61	4,889.38	17,305.39	68.6
PARKWAY TREES	113,380.00	127,225.00	68,244.64	2,454.83	58,980.36	53.6
MINI-PARKS, MEDIANS & TRIANGLE 2	13,392.00	20,400.00	16,584.67	883.01	3,815.33	81.3
Total Expenditures	1,402,875.00	1,507,231.00	960,636.12	84,757.58	486,594.88	63.7

Audited Fund Balance at June 30, 2018: \$1,009,301

Please Note: Footnotes have been moved from last page to this Summary Report page.

1. Vehicle Allowance 10-10-4007

Change in management. Personal vehicle used more. Will be adjusted in Estimate to Close Budget.

2. Water 10-90-5023

Less water will be needed due rain for the remainder of FY 2018-2019.

REVENUE REPORT
 FEBRUARY 2019 @ 66.67%

Rossmoor Community

For the Period: 7/1/2018 to 2/28/2019

Original Bud. Amended Bud. YTD Actual CURR MTH Encumb. YTD UnencBal % Bud

Fund: 10 - GENERAL FUND

Revenues

Dept: 00

PROPERTY TAXES	954,930.00	954,930.00	563,934.33	1,274.69	0.00	390,995.67	59.1
ASSESSMENTS	339,900.00	339,900.00	197,384.60	443.97	0.00	142,515.40	58.1
USE OF MONEY AND PROPERTY	8,000.00	20,000.00	7,308.95	0.00	0.00	12,691.05	36.5
OTHER GOVERNMENT AGENCIES	60,400.00	60,400.00	2,548.47	0.00	0.00	57,851.53	4.2
FEES AND SERVICES	190,000.00	190,000.00	112,318.44	16,708.88	0.00	77,681.56	59.1
OTHER REVENUE	22,000.00	22,000.00	20,435.60	0.00	0.00	1,564.40	92.9

Dept: 00 1,575,230.00 1,587,230.00 903,930.39 18,427.54 0.00 683,299.61 57.0

Revenues 1,575,230.00 1,587,230.00 903,930.39 18,427.54 0.00 683,299.61 57.0

Grand Total Net Effect: 1,575,230.00 1,587,230.00 903,930.39 18,427.54 0.00 683,299.61

Rossmoor Community

For the Period: 7/1/2018 to 2/28/2019

Original Bud. Amended Bud. YTD Actual CURR MTH Encumb. YTD UnencBal % Bud

Fund: 10 - GENERAL FUND

	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Expenditures							
Dept: 00							
OPERATIONS AND MAINTENANCE	0.00	60,000.00	0.00	0.00	0.00	60,000.00	0.0
Dept: 00	0.00	60,000.00	0.00	0.00	0.00	60,000.00	0.0
Dept: 10 ADMINISTRATION							
SALARIES AND BENEFITS (1)	656,214.00	649,400.00	438,061.52	49,562.64	0.00	211,338.48	67.5
OPERATIONS AND MAINTENANCE	101,065.00	98,689.00	66,186.38	5,611.94	0.00	32,502.62	67.1
CONTRACT SERVICES	59,000.00	68,190.00	52,797.37	3,513.58	0.00	15,392.63	77.4
CAPITAL EXPENDITURES	2,000.00	2,000.00	0.00	-3,810.14	0.00	2,000.00	0.0
ADMINISTRATION	818,279.00	818,279.00	557,045.27	54,878.02	0.00	261,233.73	68.1
Dept: 20 RECREATION							
SALARIES AND BENEFITS	100.00	0.00	0.00	0.00	0.00	0.00	0.0
OPERATIONS AND MAINTENANCE	40,000.00	44,750.00	39,238.97	220.00	0.00	5,511.03	87.7
CONTRACT SERVICES	800.00	800.00	515.93	0.00	0.00	284.07	64.5
CAPITAL EXPENDITURES	500.00	500.00	0.00	0.00	0.00	500.00	0.0
RECREATION	41,400.00	46,050.00	39,754.90	220.00	0.00	6,295.10	86.3
Dept: 30 ROSSMOOR PARK							
OPERATIONS AND MAINTENANCE	77,800.00	72,028.00	36,674.80	3,034.74	0.00	35,353.20	50.9
CONTRACT SERVICES	30,100.00	28,800.00	21,967.81	1,748.44	0.00	6,832.19	76.3
ROSSMOOR PARK	107,900.00	100,828.00	58,642.61	4,783.18	0.00	42,185.39	58.2
Dept: 40 MONTECITO CENTER							
OPERATIONS AND MAINTENANCE	15,424.00	23,779.00	13,406.17	945.42	0.00	10,372.83	56.4
CONTRACT SERVICES	4,700.00	3,600.00	2,807.18	-579.16	0.00	792.82	78.0
CAPITAL EXPENDITURES	500.00	500.00	0.00	0.00	0.00	500.00	0.0
MONTECITO CENTER	20,624.00	27,879.00	16,213.35	366.26	0.00	11,665.65	58.2
Dept: 50 RUSH PARK							
OPERATIONS AND MAINTENANCE	97,580.00	114,350.00	86,192.47	5,705.83	0.00	28,157.53	75.4
CONTRACT SERVICES	29,900.00	28,800.00	21,697.36	1,748.44	0.00	7,102.64	75.3
RUSH PARK	127,480.00	143,150.00	107,889.83	7,454.27	0.00	35,260.17	75.4
Dept: 60 STREET LIGHTING							
CONTRACT SERVICES	103,000.00	103,000.00	54,184.20	7,828.63	0.00	48,815.80	52.6
STREET LIGHTING	103,000.00	103,000.00	54,184.20	7,828.63	0.00	48,815.80	52.6
Dept: 65 ROSSMOOR WALL							

EXPENDITURE REPORT
 FEBRUARY 2019 @ 66.67%

Rossmoor Community

For the Period: 7/1/2018 to 2/28/2019	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 10 - GENERAL FUND							
Expenditures							
Dept: 65 ROSSMOOR WALL							
OPERATIONS AND MAINTENANCE	2,300.00	5,300.00	4,262.04	1,000.00	0.00	1,037.96	80.4
ROSSMOOR WALL	2,300.00	5,300.00	4,262.04	1,000.00	0.00	1,037.96	80.4
Dept: 70 STREET SWEEPING							
CONTRACT SERVICES	55,120.00	55,120.00	37,814.61	4,889.38	0.00	17,305.39	68.6
STREET SWEEPING	55,120.00	55,120.00	37,814.61	4,889.38	0.00	17,305.39	68.6
Dept: 80 PARKWAY TREES							
SALARIES AND BENEFITS	780.00	375.00	372.56	0.00	0.00	2.44	99.3
OPERATIONS AND MAINTENANCE	100.00	1,050.00	564.50	564.50	0.00	485.50	53.8
CONTRACT SERVICES	86,500.00	93,800.00	63,977.58	2,610.33	0.00	29,822.42	68.2
CAPITAL EXPENDITURES	26,000.00	32,000.00	3,330.00	-720.00	0.00	28,670.00	10.4
PARKWAY TREES	113,380.00	127,225.00	68,244.64	2,454.83	0.00	58,980.36	53.6
Dept: 90 MINI-PARKS AND MEDIANS							
OPERATIONS AND MAINTENANCE (2)	10,042.00	17,450.00	14,028.19	592.06	0.00	3,421.81	80.4
CONTRACT SERVICES	3,250.00	2,850.00	2,556.48	290.95	0.00	293.52	89.7
CAPITAL EXPENDITURES	100.00	100.00	0.00	0.00	0.00	100.00	0.0
MINI-PARKS AND MEDIANS	13,392.00	20,400.00	16,584.67	883.01	0.00	3,815.33	81.3
Expenditures	1,402,875.00	1,507,231.00	960,636.12	84,757.58	0.00	546,594.88	63.7
Grand Total Net Effect:	-1,402,875.00	-1,507,231.00	-960,636.12	-84,757.58	0.00	-546,594.88	

REVENUE/EXPENDITURE REPORT
FEBRUARY 2019 @ 66.67%

Rossmoor Community

For the Period: 7/1/2018 to 2/28/2019	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 10 - GENERAL FUND							
Revenues							
Dept: 00							
Acct Class: 30 PROPERTY TAXES							
3000 Current Secured Property Taxes	881,680.00	881,680.00	511,092.16	0.00	0.00	370,587.84	58.0
3001 Current unsecured prop tax	27,000.00	27,000.00	26,489.23	0.00	0.00	510.77	98.1
3002 Prior secured property taxes	7,100.00	7,100.00	3,978.83	292.92	0.00	3,121.17	56.0
3003 Prior unsecured prop taxes	350.00	350.00	0.00	0.00	0.00	350.00	0.0
3004 Delinquent property taxes	800.00	800.00	0.00	0.00	0.00	800.00	0.0
3010 Current supplemental assessmt	24,000.00	24,000.00	14,325.57	981.77	0.00	9,674.43	59.7
3020 Public utility tax	14,000.00	14,000.00	8,048.54	0.00	0.00	5,951.46	57.5
PROPERTY TAXES	954,930.00	954,930.00	563,934.33	1,274.69	0.00	390,995.67	59.1
Acct Class: 31 ASSESSMENTS							
3105 Street light assessments	339,900.00	339,900.00	197,384.60	443.97	0.00	142,515.40	58.1
ASSESSMENTS	339,900.00	339,900.00	197,384.60	443.97	0.00	142,515.40	58.1
Acct Class: 32 USE OF MONEY AND PROPERTY							
3200 Interest on investments	8,000.00	20,000.00	7,308.95	0.00	0.00	12,691.05	36.5
USE OF MONEY AND PROPERTY	8,000.00	20,000.00	7,308.95	0.00	0.00	12,691.05	36.5
Acct Class: 33 OTHER GOVERNMENT AGENCIES							
3301 State homeowner proptax relief	5,400.00	5,400.00	2,548.46	0.00	0.00	2,851.54	47.2
3305 County street sweep reimburse	55,000.00	55,000.00	0.01	0.00	0.00	54,999.99	0.0
OTHER GOVERNMENT AGENCIES	60,400.00	60,400.00	2,548.47	0.00	0.00	57,851.53	4.2
Acct Class: 34 FEES AND SERVICES							
3404 Court reservations	25,000.00	25,000.00	13,771.81	842.00	0.00	11,228.19	55.1
3405 Wall Rental	500.00	500.00	300.00	40.00	0.00	200.00	60.0
3406 Ball field reservations	25,000.00	25,000.00	16,158.00	44.00	0.00	8,842.00	64.6
3410 Rossmoor building rental	18,500.00	18,500.00	12,127.25	3,475.00	0.00	6,372.75	65.6
3412 Montecito building rental	27,000.00	27,000.00	18,260.88	2,278.88	0.00	8,739.12	67.6
3414 Rush Park Building Rental	94,000.00	94,000.00	51,700.50	10,029.00	0.00	42,299.50	55.0
FEES AND SERVICES	190,000.00	190,000.00	112,318.44	16,708.88	0.00	77,681.56	59.1
Acct Class: 35 OTHER REVENUE							
3500 Other miscellaneous revenue	2,000.00	2,000.00	435.60	0.00	0.00	1,564.40	21.8
3502 Administrative Fee	20,000.00	20,000.00	20,000.00	0.00	0.00	0.00	100.0
OTHER REVENUE	22,000.00	22,000.00	20,435.60	0.00	0.00	1,564.40	92.9
Dept: 00	1,575,230.00	1,587,230.00	903,930.39	18,427.54	0.00	683,299.61	57.0
Revenues	1,575,230.00	1,587,230.00	903,930.39	18,427.54	0.00	683,299.61	57.0
Expenditures							
Dept: 00							
Acct Class: 50 OPERATIONS AND MAINTENANCE							
9997 Transfer Out	0.00	60,000.00	0.00	0.00	0.00	60,000.00	0.0
OPERATIONS AND MAINTENANCE	0.00	60,000.00	0.00	0.00	0.00	60,000.00	0.0
Dept: 00	0.00	60,000.00	0.00	0.00	0.00	60,000.00	0.0
Dept: 10 ADMINISTRATION							
Acct Class: 40 SALARIES AND BENEFITS							
4000 Board of Directors Compensatn	8,000.00	8,000.00	2,866.75	700.00	0.00	5,133.25	35.8
4006 SALARY - ADMINISTRATION	236,000.00	236,000.00	159,913.35	15,981.64	0.00	76,086.65	67.8
4007 Vehicle Allowance	250.00	500.00	500.22	65.13	0.00	-0.22	100.0
4008 SALARY - RECREATION	114,764.00	120,500.00	97,375.37	14,285.14	0.00	23,124.63	80.8
4009 SALARY - PARK/TREE MAINTENANCE	142,800.00	130,000.00	82,615.03	7,453.05	0.00	47,384.97	63.6
4010 Workers Compensation Insurance	27,000.00	27,000.00	10,727.05	0.00	0.00	16,272.95	39.7
4011 Medical Insurance	91,000.00	91,000.00	55,649.17	7,788.34	0.00	35,350.83	61.2
4015 Federal Payroll Tax -FICA	34,000.00	36,400.00	28,414.58	3,327.96	0.00	7,985.42	78.1

REVENUE/EXPENDITURE REPORT
FEBRUARY 2019 @ 66.67%

Rossmoor Community

For the Period: 7/1/2018 to 2/28/2019		Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 10 - GENERAL FUND								
Expenditures								
Dept: 10 ADMINISTRATION								
Acct Class: 40 SALARIES AND BENEFITS								
4018	State Payroll Taxes	2,400.00	0.00	0.00	-38.62	0.00	0.00	0.0
SALARIES AND BENEFITS		656,214.00	649,400.00	438,061.52	49,562.64	0.00	211,338.48	67.5
Acct Class: 50 OPERATIONS AND MAINTENANCE								
5002	Insurance - Liability	17,500.00	19,774.00	19,774.48	0.00	0.00	-0.48	100.0
5004	Memberships and Dues	6,400.00	7,200.00	6,670.88	0.00	0.00	529.12	92.7
5006	Travel & Meetings	1,000.00	1,550.00	902.33	0.00	0.00	647.67	58.2
5007	Televised Meeting Costs	21,100.00	21,100.00	12,498.20	1,757.60	0.00	8,601.80	59.2
5010	Publications & Legal Notices	6,500.00	6,500.00	4,612.03	28.00	0.00	1,887.97	71.0
5012	Printing	1,000.00	1,000.00	712.89	404.06	0.00	287.11	71.3
5014	Postage	2,000.00	2,700.00	2,224.68	0.00	0.00	475.32	82.4
5016	Office Supplies	9,000.00	9,000.00	5,611.06	0.00	0.00	3,388.94	62.3
5020	Telephone	14,365.00	14,365.00	7,293.97	0.00	0.00	7,071.03	50.8
5021	Computer Costs	3,700.00	3,700.00	3,573.50	0.00	0.00	126.50	96.6
5045	Miscellaneous Expenditures	9,000.00	9,000.00	241.87	3,055.44	0.00	8,758.13	2.7
5046	Bank Service Charge	2,000.00	2,800.00	2,070.49	366.84	0.00	729.51	73.9
5050	Elections	7,500.00	0.00	0.00	0.00	0.00	0.00	0.0
OPERATIONS AND MAINTENANCE		101,065.00	98,689.00	66,186.38	5,611.94	0.00	32,502.62	67.1
Acct Class: 56 CONTRACT SERVICES								
5610	Legal Counsel	23,000.00	28,000.00	23,340.00	3,120.00	0.00	4,660.00	83.4
5615	Financial Audit-Consulting	12,000.00	12,940.00	12,940.00	0.00	0.00	0.00	100.0
5670	Other Professional Services	24,000.00	27,250.00	16,517.37	393.58	0.00	10,732.63	60.6
CONTRACT SERVICES		59,000.00	68,190.00	52,797.37	3,513.58	0.00	15,392.63	77.4
Acct Class: 60 CAPITAL EXPENDITURES								
6010	Equipment	2,000.00	2,000.00	0.00	-3,810.14	0.00	2,000.00	0.0
CAPITAL EXPENDITURES		2,000.00	2,000.00	0.00	-3,810.14	0.00	2,000.00	0.0
ADMINISTRATION		818,279.00	818,279.00	557,045.27	54,878.02	0.00	261,233.73	68.1
Dept: 20 RECREATION								
Acct Class: 40 SALARIES AND BENEFITS								
4007	Vehicle Allowance	100.00	0.00	0.00	0.00	0.00	0.00	0.0
SALARIES AND BENEFITS		100.00	0.00	0.00	0.00	0.00	0.00	0.0
Acct Class: 50 OPERATIONS AND MAINTENANCE								
5006	Travel & Meetings	550.00	0.00	0.00	0.00	0.00	0.00	0.0
5017	Community Events	30,000.00	36,000.00	31,238.97	220.00	0.00	4,761.03	86.8
5019	Fireworks	8,700.00	8,000.00	8,000.00	0.00	0.00	0.00	100.0
5045	Miscellaneous Expenditures	500.00	500.00	0.00	0.00	0.00	500.00	0.0
5051	Equipment Rental	250.00	250.00	0.00	0.00	0.00	250.00	0.0
OPERATIONS AND MAINTENANCE		40,000.00	44,750.00	39,238.97	220.00	0.00	5,511.03	87.7
Acct Class: 56 CONTRACT SERVICES								
5670	Other Professional Services	800.00	800.00	515.93	0.00	0.00	284.07	64.5
CONTRACT SERVICES		800.00	800.00	515.93	0.00	0.00	284.07	64.5
Acct Class: 60 CAPITAL EXPENDITURES								
6010	Equipment	500.00	500.00	0.00	0.00	0.00	500.00	0.0
CAPITAL EXPENDITURES		500.00	500.00	0.00	0.00	0.00	500.00	0.0
RECREATION		41,400.00	46,050.00	39,754.90	220.00	0.00	6,295.10	86.3
Dept: 30 ROSSMOOR PARK								
Acct Class: 50 OPERATIONS AND MAINTENANCE								
5018	Janitorial Supplies	4,500.00	4,500.00	1,965.48	582.82	0.00	2,534.52	43.7
5022	Utilities	14,000.00	14,000.00	8,569.30	1,023.80	0.00	5,430.70	61.2
5023	Water	25,750.00	20,000.00	9,319.53	464.27	0.00	10,680.47	46.6

REVENUE/EXPENDITURE REPORT
 FEBRUARY 2019 @ 66.67%

Rossmoor Community

For the Period: 7/1/2018 to 2/28/2019	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 10 - GENERAL FUND							
Expenditures							
Dept: 30 ROSSMOOR PARK							
Acct Class: 50 OPERATIONS AND MAINTENANCE							
5025 SECURED PROP TAX	950.00	928.00	927.66	0.00	0.00	0.34	100.0
5030 Vehicle Maintenance	800.00	800.00	756.83	45.28	0.00	43.17	94.6
5032 Building & Grounds-Maintenance	30,000.00	30,000.00	14,580.25	891.13	0.00	15,419.75	48.6
5034 Alarm Systems	850.00	850.00	555.75	27.44	0.00	294.25	65.4
5045 Miscellaneous Expenditures	450.00	450.00	0.00	0.00	0.00	450.00	0.0
5051 Equipment Rental	250.00	250.00	0.00	0.00	0.00	250.00	0.0
5052 Minor Facility Repairs	250.00	250.00	0.00	0.00	0.00	250.00	0.0
OPERATIONS AND MAINTENANCE	77,800.00	72,028.00	36,674.80	3,034.74	0.00	35,353.20	50.9
Acct Class: 56 CONTRACT SERVICES							
5655 Landscape Maintenance	28,000.00	28,000.00	21,487.77	2,618.55	0.00	6,512.23	76.7
5656 Tree Trimming	1,300.00	0.00	0.00	-870.11	0.00	0.00	0.0
5670 Other Professional Services	800.00	800.00	480.04	0.00	0.00	319.96	60.0
CONTRACT SERVICES	30,100.00	28,800.00	21,967.81	1,748.44	0.00	6,832.19	76.3
ROSSMOOR PARK	107,900.00	100,828.00	58,642.61	4,783.18	0.00	42,185.39	58.2
Dept: 40 MONTECITO CENTER							
Acct Class: 50 OPERATIONS AND MAINTENANCE							
5018 Janitorial Supplies	4,500.00	4,500.00	1,965.48	582.82	0.00	2,534.52	43.7
5022 Utilities	2,000.00	2,000.00	937.78	0.00	0.00	1,062.22	46.9
5023 Water	1,834.00	2,000.00	1,461.62	0.00	0.00	538.38	73.1
5025 SECURED PROP TAX	790.00	779.00	779.04	0.00	0.00	-0.04	100.0
5030 Vehicle Maintenance	800.00	1,000.00	756.83	45.28	0.00	243.17	75.7
5032 Building & Grounds-Maintenance	4,000.00	12,000.00	7,054.46	290.68	0.00	4,945.54	58.8
5034 Alarm Systems	500.00	500.00	450.96	26.64	0.00	49.04	90.2
5045 Miscellaneous Expenditures	500.00	500.00	0.00	0.00	0.00	500.00	0.0
5051 Equipment Rental	250.00	250.00	0.00	0.00	0.00	250.00	0.0
5052 Minor Facility Repairs	250.00	250.00	0.00	0.00	0.00	250.00	0.0
OPERATIONS AND MAINTENANCE	15,424.00	23,779.00	13,406.17	945.42	0.00	10,372.83	56.4
Acct Class: 56 CONTRACT SERVICES							
5655 Landscape Maintenance	2,800.00	2,800.00	2,327.60	290.95	0.00	472.40	83.1
5656 Tree Trimming	1,100.00	0.00	0.00	-870.11	0.00	0.00	0.0
5670 Other Professional Services	800.00	800.00	479.58	0.00	0.00	320.42	59.9
CONTRACT SERVICES	4,700.00	3,600.00	2,807.18	-579.16	0.00	792.82	78.0
Acct Class: 60 CAPITAL EXPENDITURES							
6010 Equipment	500.00	500.00	0.00	0.00	0.00	500.00	0.0
CAPITAL EXPENDITURES	500.00	500.00	0.00	0.00	0.00	500.00	0.0
MONTECITO CENTER	20,624.00	27,879.00	16,213.35	366.26	0.00	11,665.65	58.2
Dept: 50 RUSH PARK							
Acct Class: 50 OPERATIONS AND MAINTENANCE							
5018 Janitorial Supplies	4,500.00	4,500.00	1,971.37	584.57	0.00	2,528.63	43.8
5022 Utilities	22,000.00	25,000.00	16,637.67	0.00	0.00	8,362.33	66.6
5023 Water	37,080.00	39,000.00	31,883.13	0.00	0.00	7,116.87	81.8
5025 SECURED PROP TAX	3,700.00	3,550.00	3,550.22	0.00	0.00	-0.22	100.0
5030 Vehicle Maintenance	800.00	800.00	757.29	45.42	0.00	42.71	94.7
5032 Building & Grounds-Maintenance	28,000.00	40,000.00	31,059.24	5,049.20	0.00	8,940.76	77.6
5034 Alarm Systems	750.00	750.00	333.55	26.64	0.00	416.45	44.5
5045 Miscellaneous Expenditures	250.00	250.00	0.00	0.00	0.00	250.00	0.0
5051 Equipment Rental	250.00	250.00	0.00	0.00	0.00	250.00	0.0
5052 Minor Facility Repairs	250.00	250.00	0.00	0.00	0.00	250.00	0.0
OPERATIONS AND MAINTENANCE	97,580.00	114,350.00	86,192.47	5,705.83	0.00	28,157.53	75.4
Acct Class: 56 CONTRACT SERVICES							
5655 Landscape Maintenance	28,000.00	28,000.00	21,217.78	2,618.55	0.00	6,782.22	75.8

REVENUE/EXPENDITURE REPORT
FEBRUARY 2019 @ 66.67%

Rossmoor Community

For the Period: 7/1/2018 to 2/28/2019		Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 10 - GENERAL FUND								
Expenditures								
Dept: 50 RUSH PARK								
Acct Class: 56 CONTRACT SERVICES								
5656	Tree Trimming	1,100.00	0.00	0.00	-870.11	0.00	0.00	0.0
5670	Other Professional Services	800.00	800.00	479.58	0.00	0.00	320.42	59.9
CONTRACT SERVICES		29,900.00	28,800.00	21,697.36	1,748.44	0.00	7,102.64	75.3
RUSH PARK								
Dept: 60 STREET LIGHTING								
Acct Class: 56 CONTRACT SERVICES								
5650	Lighting and Maintenance	103,000.00	103,000.00	54,184.20	7,828.63	0.00	48,815.80	52.6
CONTRACT SERVICES		103,000.00	103,000.00	54,184.20	7,828.63	0.00	48,815.80	52.6
STREET LIGHTING								
Dept: 65 ROSSMOOR WALL								
Acct Class: 50 OPERATIONS AND MAINTENANCE								
5002	Insurance - Liability	2,200.00	2,200.00	2,200.00	0.00	0.00	0.00	100.0
5032	Building & Grounds-Maintenance	100.00	3,100.00	2,062.04	1,000.00	0.00	1,037.96	66.5
OPERATIONS AND MAINTENANCE		2,300.00	5,300.00	4,262.04	1,000.00	0.00	1,037.96	80.4
ROSSMOOR WALL								
Dept: 70 STREET SWEEPING								
Acct Class: 56 CONTRACT SERVICES								
5642	Street Sweeping	55,120.00	55,120.00	37,814.61	4,889.38	0.00	17,305.39	68.6
CONTRACT SERVICES		55,120.00	55,120.00	37,814.61	4,889.38	0.00	17,305.39	68.6
STREET SWEEPING								
Dept: 80 PARKWAY TREES								
Acct Class: 40 SALARIES AND BENEFITS								
4007	Vehicle Allowance	780.00	375.00	372.56	0.00	0.00	2.44	99.3
SALARIES AND BENEFITS		780.00	375.00	372.56	0.00	0.00	2.44	99.3
Acct Class: 50 OPERATIONS AND MAINTENANCE								
5017	Community Events	0.00	1,000.00	564.50	564.50	0.00	435.50	56.5
5030	Vehicle Maintenance	50.00	0.00	0.00	0.00	0.00	0.00	0.0
5051	Equipment Rental	50.00	50.00	0.00	0.00	0.00	50.00	0.0
OPERATIONS AND MAINTENANCE		100.00	1,050.00	564.50	564.50	0.00	485.50	53.8
Acct Class: 56 CONTRACT SERVICES								
5656	Tree Trimming	76,000.00	82,000.00	54,529.66	2,610.33	0.00	27,470.34	66.5
5657	Tree Care/Treatments	5,000.00	6,000.00	5,280.00	0.00	0.00	720.00	88.0
5660	TREE REMOVAL	2,500.00	2,800.00	1,410.00	0.00	0.00	1,390.00	50.4
5670	Other Professional Services	3,000.00	3,000.00	2,757.92	0.00	0.00	242.08	91.9
CONTRACT SERVICES		86,500.00	93,800.00	63,977.58	2,610.33	0.00	29,822.42	68.2
Acct Class: 60 CAPITAL EXPENDITURES								
6015	Trees	26,000.00	32,000.00	3,330.00	-720.00	0.00	28,670.00	10.4
CAPITAL EXPENDITURES		26,000.00	32,000.00	3,330.00	-720.00	0.00	28,670.00	10.4
PARKWAY TREES								
Dept: 90 MINI-PARKS AND MEDIANS								
Acct Class: 50 OPERATIONS AND MAINTENANCE								
5022	Utilities	1,150.00	1,150.00	576.99	0.00	0.00	573.01	50.2
5023	Water	6,592.00	7,000.00	5,699.59	592.06	0.00	1,300.41	81.4
5032	Building & Grounds-Maintenance	2,000.00	9,000.00	7,751.61	0.00	0.00	1,248.39	86.1
5045	Miscellaneous Expenditures	100.00	100.00	0.00	0.00	0.00	100.00	0.0

REVENUE/EXPENDITURE REPORT
 FEBRUARY 2019 @ 66.67%

Rossmoor Community

For the Period: 7/1/2018 to 2/28/2019		Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 10 - GENERAL FUND								
Expenditures								
Dept: 90 MINI-PARKS AND MEDIANS								
Acct Class: 50 OPERATIONS AND MAINTENANCE								
5051	Equipment Rental	100.00	100.00	0.00	0.00	0.00	100.00	0.0
5052	Minor Facility Repairs	100.00	100.00	0.00	0.00	0.00	100.00	0.0
OPERATIONS AND MAINTENANCE		10,042.00	17,450.00	14,028.19	592.06	0.00	3,421.81	80.4
Acct Class: 56 CONTRACT SERVICES								
5655	Landscape Maintenance	2,800.00	2,800.00	2,327.60	290.95	0.00	472.40	83.1
5656	Tree Trimming	400.00	0.00	208.34	0.00	0.00	-208.34	0.0
5670	Other Professional Services	50.00	50.00	20.54	0.00	0.00	29.46	41.1
CONTRACT SERVICES		3,250.00	2,850.00	2,556.48	290.95	0.00	293.52	89.7
Acct Class: 60 CAPITAL EXPENDITURES								
6010	Equipment	100.00	100.00	0.00	0.00	0.00	100.00	0.0
CAPITAL EXPENDITURES		100.00	100.00	0.00	0.00	0.00	100.00	0.0
MINI-PARKS AND MEDIANS		13,392.00	20,400.00	16,584.67	883.01	0.00	3,815.33	81.3
Expenditures		1,402,875.00	1,507,231.00	960,636.12	84,757.58	0.00	546,594.88	63.7
Net Effect for GENERAL FUND		172,355.00	79,999.00	-56,705.73	-66,330.04	0.00	136,704.73	-70.9
Change in Fund Balance:				-56,705.73				

REVENUE/EXPENDITURE REPORT
 FEBRUARY 2019 @ 66.67%

Rossmoor Community

For the Period: 7/1/2018 to 2/28/2019	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 20 - ASSESSMENT DISTRICT FUND-RUSH							
Revenues							
Dept: 00							
Acct Class: 31 ASSESSMENTS							
3100 Property assessments	380,000.00	380,000.00	228,049.57	0.00	0.00	151,950.43	60.0
3101 Property assessments-prior yr	3,400.00	3,400.00	605.76	0.00	0.00	2,794.24	17.8
ASSESSMENTS	383,400.00	383,400.00	228,655.33	0.00	0.00	154,744.67	59.6
Acct Class: 32 USE OF MONEY AND PROPERTY							
3200 Interest on investments	1,058.00	1,058.00	0.00	0.00	0.00	1,058.00	0.0
USE OF MONEY AND PROPERTY	1,058.00	1,058.00	0.00	0.00	0.00	1,058.00	0.0
Dept: 00	384,458.00	384,458.00	228,655.33	0.00	0.00	155,802.67	59.5
Revenues	384,458.00	384,458.00	228,655.33	0.00	0.00	155,802.67	59.5
Expenditures							
Dept: 50 RUSH PARK							
Acct Class: 56 CONTRACT SERVICES							
5617 Administrative Fees	20,000.00	20,000.00	20,000.00	0.00	0.00	0.00	100.0
5619 Bond Trustee	3,048.00	3,324.00	3,323.50	0.00	0.00	0.50	100.0
CONTRACT SERVICES	23,048.00	23,324.00	23,323.50	0.00	0.00	0.50	100.0
Acct Class: 58 DEBT SERVICE							
5800 Principal	295,000.00	295,000.00	294,993.05	0.00	0.00	6.95	100.0
5801 Interest	56,265.00	56,265.00	54,035.66	0.00	0.00	2,229.34	96.0
DEBT SERVICE	351,265.00	351,265.00	349,028.71	0.00	0.00	2,236.29	99.4
RUSH PARK	374,313.00	374,589.00	372,352.21	0.00	0.00	2,236.79	99.4
Expenditures	374,313.00	374,589.00	372,352.21	0.00	0.00	2,236.79	99.4
Net Effect for ASSESSMENT DISTRICT FUND-RUSH	10,145.00	9,869.00	-143,696.88	0.00	0.00	153,565.88	-1,456.0
Change in Fund Balance:			-143,696.88				

REVENUE/EXPENDITURE REPORT
 FEBRUARY 2019 @ 66.67%

Rossmoor Community

For the Period: 7/1/2018 to 2/28/2019		Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 40 - CAPITAL PROJECTS CONTRIBUTIONS								
Revenues								
Dept: 00								
Acct Class: 35 OTHER REVENUE								
3600	TRANSFER IN/OUT OTHER FUNDS	0.00	60,000.00	0.00	0.00	0.00	60,000.00	0.0
	OTHER REVENUE	0.00	60,000.00	0.00	0.00	0.00	60,000.00	0.0
Dept: 00								
		0.00	60,000.00	0.00	0.00	0.00	60,000.00	0.0
Revenues								
		0.00	60,000.00	0.00	0.00	0.00	60,000.00	0.0
Expenditures								
Dept: 30 ROSSMOOR PARK								
Acct Class: 60 CAPITAL EXPENDITURES								
6005	Buildings and Improvements	0.00	37,825.00	0.00	0.00	0.00	37,825.00	0.0
	CAPITAL EXPENDITURES	0.00	37,825.00	0.00	0.00	0.00	37,825.00	0.0
ROSSMOOR PARK								
		0.00	37,825.00	0.00	0.00	0.00	37,825.00	0.0
Dept: 40 MONTECITO CENTER								
Acct Class: 60 CAPITAL EXPENDITURES								
6005	Buildings and Improvements	0.00	12,000.00	0.00	0.00	0.00	12,000.00	0.0
	CAPITAL EXPENDITURES	0.00	12,000.00	0.00	0.00	0.00	12,000.00	0.0
MONTECITO CENTER								
		0.00	12,000.00	0.00	0.00	0.00	12,000.00	0.0
Dept: 50 RUSH PARK								
Acct Class: 60 CAPITAL EXPENDITURES								
6005	Buildings and Improvements	0.00	8,148.00	0.00	0.00	0.00	8,148.00	0.0
	CAPITAL EXPENDITURES	0.00	8,148.00	0.00	0.00	0.00	8,148.00	0.0
RUSH PARK								
		0.00	8,148.00	0.00	0.00	0.00	8,148.00	0.0
Dept: 75 CAPITAL PROJECTS								
Acct Class: 50 OPERATIONS AND MAINTENANCE								
5045	Miscellaneous Expenditures	11,500.00	16,500.00	4,359.82	538.25	0.00	12,140.18	26.4
	OPERATIONS AND MAINTENANCE	11,500.00	16,500.00	4,359.82	538.25	0.00	12,140.18	26.4
	CAPITAL PROJECTS	11,500.00	16,500.00	4,359.82	538.25	0.00	12,140.18	26.4
Expenditures								
		11,500.00	74,473.00	4,359.82	538.25	0.00	70,113.18	5.9
Net Effect for CAPITAL PROJECTS CONTRIBUTIONS								
	Change in Fund Balance:	-11,500.00	-14,473.00	-4,359.82	-538.25	0.00	-10,113.18	30.1
	Change in Fund Balance:			-4,359.82				
Grand Total Net Effect:		171,000.00	75,395.00	-204,762.43	-66,868.29	0.00	280,157.43	

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM G-1

Date: April 9, 2019

To: Honorable Board of Directors

From: General Manager Joe Mendoza *JRM*

Subject: RESOLUTION NO. 19-04-09-01 FINGERPRINTING AND CRIMINAL HISTORY BACKGROUND CHECKS FOR EMPLOYEES, CONTRACTORS, AND VOLUNTEERS WORKING WITH CHILDREN

RECOMMENDATION:

It is recommended that the Board of Directors of the Rossmoor Community Services District consider the following:

- 1) Direct the General Manager to draft of a policy to require fingerprinting and criminal history background checks for RCSD employees, contractors, and volunteers who work directly with minors in District programs and activities; and
- 2) Approve Resolution No. 19-04-09-01 which Authorizes the General Manager to apply on behalf of the RCSD to the Department of Justice (DOJ) Applicant Information and Certification Program; and
- 3) Designate the General Manager as Custodian of Records; and
- 4) Upon District certification from the DOJ, implement the fingerprinting and criminal history background check program for employees, contractors, and volunteers.

BACKGROUND:

In an effort to increase security and to ensure the highest standard for the residents of Rossmoor, the General Manager has identified the need for the Rossmoor Community Services District to require fingerprinting and criminal history background checks for employees, contractors, and volunteers who work directly with minors in District programs and activities. By requiring criminal history background checks, the District is being proactive in minimizing the risk of legal liability and exposing minors to unnecessary harm.

Securing a criminal background check is a valuable tool that assists agencies in being assured that employees, contractors, and volunteers that are in a position of trust, and overseeing or working with minors, are thoroughly assessed. Criminal background checks for county, city and special district employees and volunteers who perform services at parks, play grounds, recreational centers or beaches, in a position having supervisory or disciplinary authority over minors, are mandated by Public Resources Code section 5164. In general, these public entities are prohibited from employing or allowing such persons to volunteer if they have been convicted of certain offenses.

It has become apparent that this level of caution is warranted to safeguard minors as much as possible.

INFORMATION

Agency Certification Process

For the RCSD to implement the requirement of criminal history background checks of employees, contractors, and volunteers who work directly with minors, the District must first apply to the Department of Justice (DOJ) Applicant Information and Certification Program. Once the District is approved by the DOJ, the next step is to identify a Custodian of Records who would be designated by the District as the person responsible for hiring decisions, security, storage, dissemination and destruction of criminal history records furnished to the District by the DOJ. The General Manager would be best suited for this role.

Once the District has been approved, the Custodian of Records (General Manager) must then apply for authorization by submitting fingerprint images to the DOJ via Live Scan for state/federal background checks. When the Custodian of Records is confirmed, the certification program may begin for employees, contractors, and volunteers.

Background Check Process for Employees, Contractors and Volunteers

The RCSD will provide employees/prospective employees, contractors, and volunteers ("applicants") with a *Request for Live Scan Service* form to complete. The District information will already be entered on the form.

RCSD employees/prospective employees may receive a more thorough background check to include both DOJ and FBI reviews. The RCSD will pay for employee background checks. Contractors and volunteers will be required to have a DOJ review only and will pay their own fees.

The applicant will take the form to a Live Scan operator, provide appropriate identification, and get fingerprinted. The prints are scanned and electronically transmitted to the DOJ. Once the DOJ receives the fingerprint images, if there are no matching fingerprints to the applicant, the transaction is generally processed with 48-72 hours and the District's Custodian of Records will be notified the applicant is clear. If an applicant's fingerprints are matched in the database, the District will be sent a delay notice and further manual review by DOJ will be completed.

ATTACHMENTS:

1. Resolution No. 19-04-09-01.
2. Public Resources Code § 5164.

RESOLUTION NO. 19-04-09-01

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ROSSMOOR COMMUNITY SERVICES DISTRICT AUTHORIZING THE DISTRICT, BY AND THROUGH THE DISTRICT GENERAL MANAGER, TO ACCESS STATE AND LOCAL SUMMARY CRIMINAL HISTORY INFORMATION FOR EMPLOYMENT, LICENSING OR CERTIFICATION PURPOSES

WHEREAS, Penal Code sections 11105(b)(11) and 13300(b)(11) authorize cities, counties, districts and joint powers authorities to access state and local summary criminal history information for employment, licensing or certification purposes; and

WHEREAS, Penal Code sections 11105(b)(11) and 13300(b)(11) require that there be a requirement or exclusion from employment, licensing, or certification based on specific criminal conduct on the part of the subject of the record; and

WHEREAS, Penal Code sections 11105(b)(11) and 13300(b)(11) require the city council, board of supervisors, or governing body of a city, county, district or joint powers authorities to specifically authorize access to summary criminal history information for employment, licensing, or certification purposes.

NOW THEREFORE, BE IT RESOLVED by the Board of Directors of the Rossmoor Community Services District, that the District is hereby authorized, by and through the District General Manager, acting as its custodian of records, to access state summary criminal history information for employment (including volunteers and contract employees), licensing, or certification purposes, and may not disseminate such information to a private entity.

PASSED AND ADOPTED this 9th day of April, 2019.

BOARD OF DIRECTORS

ROSSMOOR COMMUNITY SERVICES DISTRICT

By: _____
Ron Casey, President

ATTEST:

Joe Mendoza, Secretary
Rossmoor Community Services District

§ 5164. Persons convicted of certain offenses not to be hired for employment or as volunteer in positions with supervisory authority over minors; Criminal background screening; Fees

(a)

(1) A county, city, city and county, or special district shall not hire a person for employment, or hire a volunteer to perform services, at a county, city, city and county, or special district operated park, playground, recreational center, or beach used for recreational purposes, in a position having supervisory or disciplinary authority over a minor, if that person has been convicted of an offense specified in paragraph (2).

(2)

(A) A violation or attempted violation of Section 220, 261.5, 262, 273a, 273d, or 273.5 of the Penal Code, or a sex offense listed in Section 290 of the Penal Code, except for the offense specified in subdivision (d) of Section 243.4 of the Penal Code.

(B) A felony or misdemeanor conviction specified in subparagraph (C) within 10 years of the date of the employer's request.

(C) A felony conviction that is over 10 years old, if the subject of the request was incarcerated within 10 years of the employer's request, for a violation or attempted violation of an offense specified in Chapter 3 (commencing with Section 207) of Title 8 of Part 1 of the Penal Code, Section 211 or 215 of the Penal Code, wherein it is charged and proved that the defendant personally used a deadly or dangerous weapon, as provided in subdivision (b) of Section 12022 of the Penal Code, in the commission of that offense, Section 217.1 of the Penal Code, Section 236 of the Penal Code, an offense specified in Chapter 9 (commencing with Section 240) of Title 8 of Part 1 of the Penal Code, or an offense specified in subdivision (c) of Section 667.5 of the Penal Code, provided that a record of a misdemeanor conviction shall not be transmitted to the requester unless the subject of the request has a total of three or more misdemeanor convictions, or a combined total of three or more misdemeanor and felony convictions, for violations listed in this section within the 10-year period immediately preceding the employer's request or has been incarcerated for any of those convictions within the preceding 10 years.

(b)

(1) To give effect to this section, a county, city, city and county, or special district shall require each such prospective employee or volunteer to complete an application that inquires as to whether or not that individual has been convicted of an offense specified in subdivision (a). The county, city, city and county, or special district shall screen, pursuant to Section 11105.3 of the Penal Code, any such prospective employee or volunteer, having supervisory or disciplinary authority over a minor, for that person's criminal background.

(2) A local agency request for Department of Justice records pursuant to this subdivision shall include the prospective employee's or volunteer's fingerprints, which may be taken by

the local agency, and any other data specified by the Department of Justice. The request shall be made on a form approved by the Department of Justice. A fee shall not be charged to the local agency for requesting the records of a prospective volunteer pursuant to this subdivision.

(3) A county, city, city and county, or special district may charge a prospective employee or volunteer described in subdivision (a) a fee to cover all of the county, city, city and county, or special district's costs attributable to the requirements imposed by this section.

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM H-1

Date: April 9, 2019

To: Honorable Board of Directors

From: General Manager Joe Mendoza *JRM*
Initiated by Administrative Assistant Liz Deering

Subject: DISCUSSION AND POSSIBLE ACTION RE: APPROVAL OF CULINARY PROGRAM AGREEMENT WITH CHEF STEVE GOSTIN, MANAGING PARTNER, OC CHEF CONCIERGE, INC. FOR CULINARY PROGRAM AT RUSH PARK KITCHEN

RECOMMENDATION:

Discussion and possible action regarding staff recommendation to approve agreement with Chef Steve Gostin, Managing Partner, OC Chef Concierge, Inc. for a Culinary Program at Rush Park Kitchen.

BACKGROUND:

At its regular meeting of March 12, 2019, the RCSD Board voted to table this item until April 9, 2019.

As a follow up to the Parks and Facilities Committee Meeting of October 30, 2018 and as part of the District's overall goal towards more comprehensive usage of its real property assets, District staff contacted several qualified candidates to see if they would be interested in assisting the District in developing a culinary program at Rush Park.

District staff contacted several potential culinary vendors to discuss options. Although some of the vendors seemed uninterested in our partnership proposal for a variety of reasons, Chef Steve Gostin, former Director of Culinary at The Art Institute of California in Orange County and owner of OC Chef Concierge responded indicating his interest and motivation to work with the District.

General Manager Joe Mendoza and Administrative Assistant Liz Deering met with Chef Steve Gostin on November 15, 2018 with positive results. Chef

Gostin stated that he could help the RCSD create a specialized program specific to our residents' needs and desires. He also seemed to understand the District's vision to provide entry level introduction to culinary arts classes at affordable rates and offered a wealth of ideas and experience.

Staff recommends the following items for the board to consider:

1. The Rush Park Kitchen is a District asset which is currently underutilized. In 2018, the kitchen was rented out four times (*11 hours*) and generated a total of \$480.50 in revenue. One renter actually used the stove, while others used the refrigerator. Hypothetically, if 10 people signed up for cooking classes per week, we could potentially generate \$350.00 per week/\$1400 per month/\$16,800 in revenue per year.
2. The Rush Park Kitchen contains professional grade appliances (*Wolf* Brand stove/oven, Frigidaire refrigerator/freezer) and equipment that are rarely used.
3. OC Chef Concierge, Inc. already has the knowledge, experience, and permits required to implement a valuable turn-key culinary program in Rossmoor which would benefit the community. Reservations could be made online through the existing RecDesk recreation software program.
4. The program could begin with the kitchen in its current state and minor aesthetic improvements could be introduced in the near future (new counter tops, backsplash, island/prep area, refinishing cabinetry).
5. OC Chef Concierge Culinary Program will be considering culinary summer camps, enhancing food resale offerings at existing events such as the Movies, Concerts in the Park and Rossmoor Winter Festival as well as launching future events such as a Father's Day Chili Cook-Off and Mother's Day Event, etc.
6. OC Chef Concierge will be listed as an insured catering vendor for large events in the auditorium—which would enhance the use of the kitchen for weddings and other events requiring food since a caterer would be providing service and clean up.
7. The District would receive 25% of the net proceeds from each and every use.

Staff highly recommends approval of the culinary program agreement as part of the District's overall goal towards the highest and best use of existing

community assets and to generate revenue for additional projects and programs.

ATTACHMENTS:

1. Benefits of the Rossmoor Culinary Program and comparison charts
2. RecDesk Rush Park Kitchen Usage Report from April 2018 to April 2019
3. Chef Steve Gostin, OC Chef Concierge overview of professional experience, affiliations, community outreach and certification programs
4. Culinary Program introductory flyer
5. Proposed Culinary Program Agreement with real property asset diagram and scope of services.



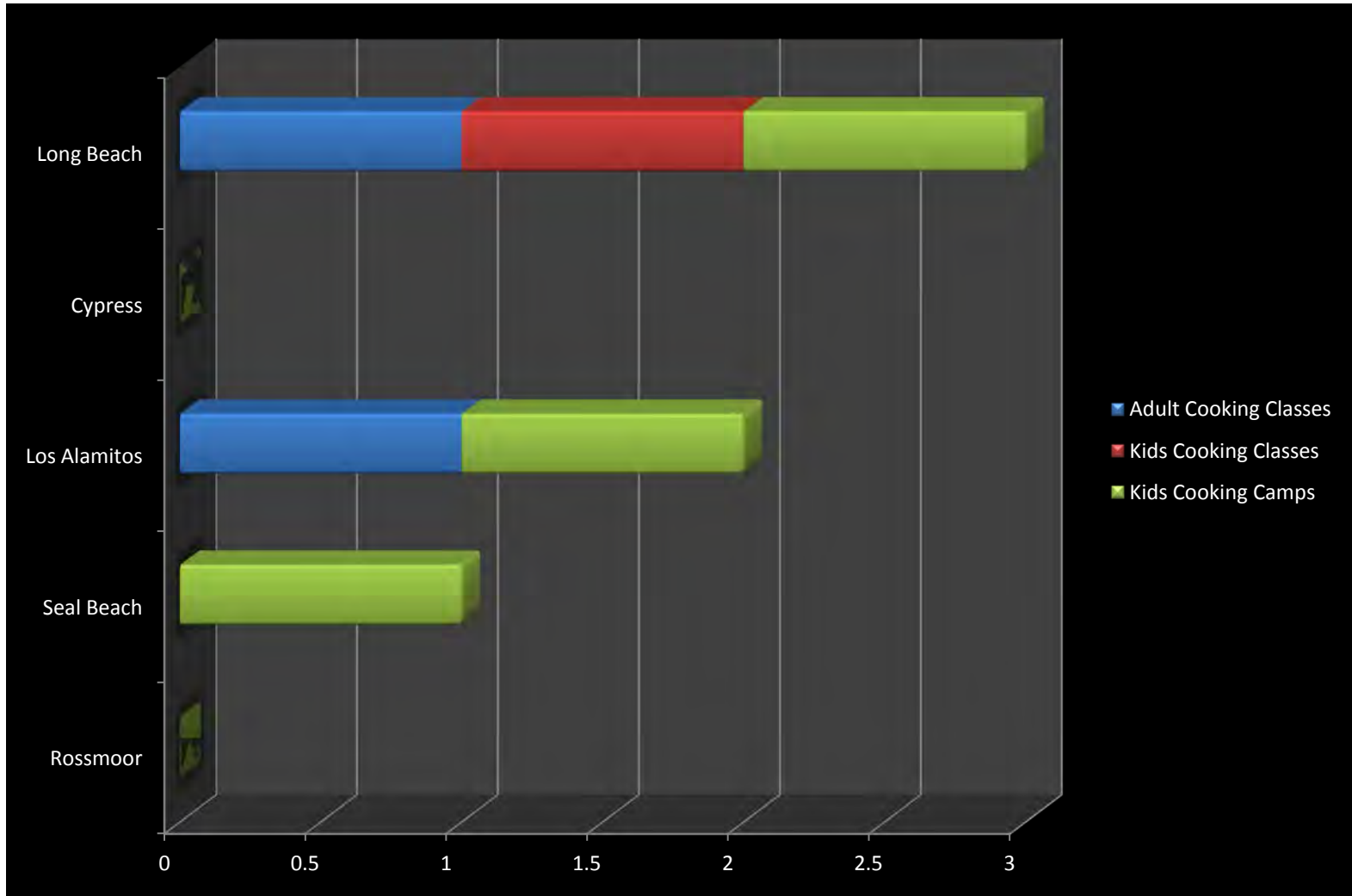
BENEFITS OF THE ROSSMOOR CULINARY PROGRAM

- The Rush Park Kitchen is equipped with commercial grade appliances are underutilized. The culinary program would utilize these community assets.
- Currently there are no culinary program/classes specific to Rossmoor. The Rush Park Kitchen is conveniently located in a beautiful setting with plenty of parking.
- Rossmoor's Culinary Program classes will focus on family style, healthy food prep, simple adult quick meals for busy lifestyles, etc.
- The District is providing jobs for local chefs and helping to build community. Rossmoor classes could provide job training opportunities in the future. The culinary program would also fill a gap left by many schools which no longer offer Home Economics classes.
- As part of the District's goal towards highest and best use of existing facilities and assets, the District is exploring ways to make better use of the kitchen facility not only for cooking classes but also for events, meetings, etc., in a well planned, carefully thought out manner. The kitchen is detached from the auditorium and is attached to offices so a random rental approach would not (has not) work(ed) well. Professional use of the kitchen will maximize use, minimize risk and ensure that the equipment will be well maintained according to a reliable schedule.
- OC Chef Concierge Services could be put on a convenient list of insured caterers for patrons that need catering services for weddings, receptions, parties, etc. The District could also use their catering services for summer and winter events.
- The District is providing the professional facility; however, OC Chef Concierge will be collecting the money as an independent contractor—similar to the preschool and tennis program.
- The cities of Seal Beach, Los Alamitos, and Long Beach Recreation Services offer gourmet cooking classes and/or short-term cooking camps of one sort or another at various price points, so a true apples-to-apples comparison of the competition is not possible.



COMPARISON CHARTS

CURRENT LOCAL CULINARY PROGRAMS



Recreation Services Departments for the cities of Long Beach, Cypress, Los Alamitos, Seal Beach and Rossmoor

rec desk
Rossmoor Community Services District

Dashboard
Programs
Memberships
Facilities
Members
Leagues
Registration
Money
POS
Reports
Admin

Facility List
Reserve Facility
Reservation Search
Permitting Templates
Add New Facility
Attended Check In
Self Check In
Facility Utilization

Today is Tuesday, April 02, 2019
Facility Utilization

Facility Utilization

Facility Type

Time Range

From Date

To Date

[Apply Filters](#)

[Clear All](#)

Facility:

records per page

[List Actions](#)

Facility Name	Facility Type	Available Days	Available Hours	Used Days	Used Hours	Used Days (%)	Used Hours (%)	Check-Ins	Reservations
Rush Park Kitchen	Indoor	366	5124	4	11	1.09 %	0.21 %	1	2

1

[Flex Calendar](#)

[Print Version](#)

[Go To Check In](#)

[Go To POS](#)

[Go To FlexForms](#)

[Quick Actions](#)

[Portal Actions](#)

[Online Help](#)

Shopping Cart

0
pending item(s)

[eDeering](#)



CULINARY NETWORKING GROUP, LLC
Create | Educate | Develop

CONCEPT

- Complete concept creation and design to operational startup
- Menu creation and design, including costing
- Vendor setup and cost analysis
- Assistance with variety of municipal and state agencies, such as Health Dept. and ABC
- Creation of company and organizational culture, mission and belief system
- Finding the right location for a successful operation

OPERATIONAL

- HR policies and hiring procedures
- Manual creation and ongoing amendments based on current HR laws and regulations
- Team development
- Management and Leadership training
- Legal matters all managers and owners should know and understand
- Service Standards development and training
- P&L training for all managers, leaders and owners
- Food cost training for all line and BOH team members
- Complete menu and cost analysis with vendors
- Menu planning and pricing for accurate sales

MARKETING AND BRANDING STRATEGIES

- Creation of guest experience programs
- How to keep the experience alive and with growth

INTRODUCTION OF TECHNOLOGY SYSTEMS

- POS systems
- Management and operations software
- Social Media
- Guest experience and rewards program

EDUCATION

- Culinary Training & Cooking School Curriculum
- Hospitality Management & Leadership training
- Community Outreach





Rossmoor Community Services is proud to present
The Art of Cooking with OC Chef Concierge.
Learn to cook fun, healthy, gourmet meals at home
like a real chef. Classes begin early March in our
Community Center Kitchen. Kid-Friendly and adult classes.

Pricing will range between \$40 and \$75 per person

** Prices will vary depending on meal and class*

Costs include:

- 2-hour class instruction with certified chef**
- Food with full recipe card to take home**

Learn more and sign up at www.rossmoorcsd.recdesk.com



ROSSMOOR COMMUNITY SERVICES DISTRICT

FACILITIES USE AGREEMENT

FOR INSTRUCTIONAL SERVICES—CULINARY PROGRAM

This Facilities Use Agreement (“Agreement”) is made and entered into on March 12, 2019 by and between Rossmoor Community Services District (“DISTRICT”), and Culinary Networking Group LLC, a California Limited Liability Company, dba OC Chef Concierge (“CONTRACTOR”). The DISTRICT and CONTRACTOR 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 facilities for public recreation;

WHEREAS, the parties hereto desire to make available to the residents of Rossmoor and other individuals a recreation program in a responsible and efficient manner;

WHEREAS, the DISTRICT and CONTRACTOR have mutual interest in providing recreation programs and offering them to the residents of Rossmoor and other individuals;

WHEREAS, the DISTRICT has the authority to establish fees or other charges for services provided by the DISTRICT;

WHEREAS, the DISTRICT desires to enter into this Agreement for the non-exclusive use of DISTRICT property as specified with Exhibit “A” Scope of Services attached hereto;

WHEREAS, CONTRACTOR desires to perform and assume responsibility for the provision of such services on the terms and conditions set forth in this Agreement;

WHEREAS, CONTRACTOR represents that he/she is experienced in providing such services; and

WHEREAS, Exhibit “A” Scope of Services, is attached hereto and is incorporated herein and made part of this Agreement by this reference; and Exhibit “B” Schedule of Use, is attached hereto and is incorporated herein and made part of this Agreement by this reference.

NOW, THEREFORE, DISTRICT AND CONTRACTOR AGREE AS FOLLOWS:

1. USE

- 1.1 CONTRACTOR may use the permitted area(s) referenced in Exhibit “B” Schedule of Use, hereinafter the “Facilities” for the provision and administration of a Culinary Program that provides cooking classes and related activities, subject to approval by DISTRICT’S Board of Directors.
- 1.2 CONTRACTOR promises and agrees to furnish all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately perform the services. It is understood by the parties hereto that CONTRACTOR will be using the appliances located in the Rush Park Kitchen as set forth in Exhibit “B” Schedule of Use. CONTRACTOR shall be responsible for offering, scheduling, and conducting all of the Culinary Program activities set forth in Exhibit “B”.
- 1.3 CONTRACTOR assumes all risk of loss, damage, or harm to such equipment or materials arising in connection with the provisions of such services.
- 1.4 For purposes of this Agreement, any person employed, directed, controlled, authorized and/or allowed by CONTRACTOR to fulfill or perform, and/or in any way affiliated with CONTRACTOR for purposes of fulfilling or performing any act or services under this Agreement, including but not limited to any contractor, sub-contractor and/or independent contractor, shall be considered, and is hereby defined as, an “employee” of CONTRACTOR.
- 1.5 Employees of CONTRACTOR are not allowed to distribute and/or sell personal items or equipment, provided, however, CONTRACTOR may provide the necessary culinary equipment to persons attending the Culinary Program.

2. AGREEMENT

- 2.1 DISTRICT grants the CONTRACTOR a non-exclusive license (“License”) to utilize Facilities located on DISTRICT property in accordance with the Scope of Services specified in Exhibit “A” attached hereto, specifying the terms and conditions set forth herein below. The CONTRACTOR 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 CONTRACTOR by the granting of this License.

3. TERM AND TERMINATION

- 3.1 The operating term of this License and this Agreement shall be from March 12, 2019 to March 11, 2020 and may be terminated by DISTRICT upon giving 30 days' written notice to CONTRACTOR.
- 3.2 Prior to the expiration of the initial term or an additional term, this Agreement may be extended for up to two (2) additional one (1) year terms in the sole discretion of the District General Manager, provided CONTRACTOR is in compliance with all of the provisions of this Agreement.
- 3.3 This Agreement, and the License granted hereunder, may be terminated by the DISTRICT immediately based upon a breach of any of the terms and conditions of this Agreement by the CONTRACTOR, provided, however, that DISTRICT will provide CONTRACTOR notice of the breach and will be given five days to cure the breach before termination becomes effective.
- 3.4 **Termination by CONTRACTOR.** CONTRACTOR may terminate this Agreement upon giving 30 days' written notice to DISTRICT. This Agreement, and the License granted hereunder, are not transferable or assignable by CONTRACTOR to any other person or entity without the prior written consent of DISTRICT.

4. SERVICES OF CONTRACTOR

- 4.1 CONTRACTOR agrees to the following:
- (a) Teach or conduct cooking classes as mutually agreed upon by DISTRICT as outlined in Exhibit "A" Scope of Services.
 - (b) CONTRACTOR will provide all required personnel and be responsible for the supervision of their class(es).
 - (c) CONTRACTOR will furnish all necessary and appropriate equipment and materials. CONTRACTOR is also responsible for the care of all DISTRICT owned equipment and property utilized by the CONTRACTOR. In the event the DISTRICT'S equipment and property are made available through Joint-Use Agreements, CONTRACTOR shall be responsible for the care and proper use of said items.
 - (d) DISTRICT is not obligated to provide for storage for any CONTRACTOR 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 CONTRACTOR property.

- 4.2 **Standard of Performance.** CONTRACTOR agrees that all services shall be performed in a competent, professional, and satisfactory manner in accordance with the standards prevalent in the industry, and that all goods, materials, equipment or personal property included within the services herein shall be of good quality, fit for the purpose intended.
- 4.3 **Certification.** CONTRACTOR agrees that he/she is trained and qualified to teach or conduct courses and will provide and maintain evidence of certification, including any certifications or licenses, if required, from the Orange County Health Care Agency.
- 4.4. **Professionalism.** CONTRACTOR agrees to treat the general public as well as DISTRICT employees and officials with respect and act in a professional manner. Inappropriate conduct or attitude towards any of the above shall not be tolerated and may result in termination of this agreement in accordance with Section 3.3.

5. COMPENSATION

CONTRACTOR may charge fees for services rendered under this Agreement as follows:

- 5.1 CONTRACTOR shall be solely responsible for imposing and collecting all fees charged for attendance at the Culinary Program classes as set forth in Exhibit "A" Scope of Services.
- 5.2 CONTRACTOR shall not be entitled to expense reimbursements or any other amounts in connection with performance of this Agreement.
- 5.3 CONTRACTOR 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 CONTRACTOR at no charge.
- 5.5 CONTRACTOR shall remit to DISTRICT the fees set forth in Exhibit "A" Scope of Services.

6. INDEPENDENT CONTRACTOR

- 6.1 CONTRACTOR shall perform all activities described herein as an independent contractor 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 CONTRACTOR in its business or otherwise, or a joint venturer, or a member of any joint enterprise with CONTRACTOR.

- 6.3 CONTRACTOR shall not at any time or in any manner represent that it or any of its agents, contractors or employees are agents or employees of DISTRICT. Neither CONTRACTOR nor any of CONTRACTOR'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 CONTRACTOR 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 CONTRACTOR's compensation. Neither CONTRACTOR nor any of CONTRACTOR'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 FACILITES

- 7.1 **Schedule of Use.** CONTRACTOR shall comply with the Schedule of Use set forth in Exhibit "B" Schedule of Use. DISTRICT reserves the right to use, sublease, or license the Facilities to third parties. CONTRACTOR is aware and acknowledges that the Schedule of Use is subject to change 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. The District General Manager may, in his or her sole and absolute discretion, approve revisions to the Schedule of Use upon written request to do so by CONTRACTOR.
- 7.2 **No Unlawful Uses.** CONTRACTOR shall only be permitted to use the Facilities for instructional service activities and programs and CONTRACTOR agrees not to use the Facilities for any immoral or unlawful purpose, or suffer or allow the Facilities to be so used.
- 7.3 **Preservation of Insurance.** CONTRACTOR 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.** CONTRACTOR shall not commit any waste or any public or private nuisance upon the Facilities.
- 7.5 **Legal Compliance.** CONTRACTOR shall not violate any federal, state, or DISTRICT law, rule, policy, regulation or order of court that may be

applicable to the use the Facilities, and/or the performance under this Agreement.

8. HOURS OF USE

- 8.1 CONTRACTOR agrees to use the Facilities in accordance with Exhibit “B” Schedule of Use.
- 8.2 Requests for additional or alternate hours of use may be granted with written approval from the DISTRICT within 30 days of scheduled events or request therefore.

9. INDEMNIFICATION

- 9.1 CONTRACTOR 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 attorney fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in any way connected with the Culinary Program and/or CONTRACTOR’S and/or its employees’ use of DISTRICT property hereunder or CONTRACTOR’S and/or its employees’ failure to comply with any of CONTRACTOR’S 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 CONTRACTOR’S legal counsel unacceptable, then CONTRACTOR shall, upon request, reimburse the DISTRICT its costs of defense, including without limitation reasonable attorney fees, expert fees and all other costs and fees of litigation. The CONTRACTOR 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 laws of the State of California and will survive termination of this Agreement.
- 9.2 CONTRACTOR shall require all participants to sign a waiver to indemnify and hold harmless according to the terms referenced in Exhibit “A” Scope of Services.
- 9.3 The requirements as to the types and limits of insurance coverage to be maintained by CONTRACTOR as required by Section 10 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 CONTRACTOR pursuant to this Agreement, including, without limitation, to the provisions concerning indemnification.

10. INSURANCE

CONTRACTOR, at its own expense, shall obtain and maintain in effect at all times during the term of this License and/or Agreement the following insurance policies, subject to the approval of DISTRICT:

- 10.1 **Workers' Compensation 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.
- 10.2 **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 (\$2,000,000.00) 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.
- 10.3 **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 two million dollars (\$2,000,000.00) combined single limit for each occurrence.
- 10.4 **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.

10.4.1 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.

- 10.5 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.
- 10.6 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.
- 10.7 The insurer waives all rights of subrogation against the DISTRICT, its elected or appointed officers, officials, employees, or agents.
- 10.8 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.
- 10.9 The insurance provided by this policy shall not be suspended, voided, cancelled, or reduced in coverage or in limits except after thirty (30) days' written notice has been received by the DISTRICT.
- 10.10 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.
- 10.11 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.
- 10.12 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.

10.13 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.

11. FINGERPRINTING

11.1 Any employee of CONTRACTOR who will or may provide services to persons under 18 years of age, must participate in a Department of Justice (“DOJ”) Background Check via Live Scan. In compliance with California law, until the DISTRICT receives clearance from the DOJ, no such employee of CONTRACTOR will be allowed to perform any services under this AGREEMENT. All such employees are required to contact DISTRICT to make arrangements with the Orange County Sherriff’s Department or such other agency as authorized by DISTRICT for fingerprinting. CONTRACTOR shall be solely responsible for any and all costs associated with these requirements.

12. MISCELLANEOUS

12.1 **Entire Agreement.** This Agreement, dated March 12, 2019, 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 License in whole or in part unless such purported agreement is in writing and signed by the party against whom enforcement is sought.

12.2 **Applicable Law.** This License and Agreement shall be governed and interpreted in accordance with the laws of the State of California.

12.3 **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 License.

12.4 **Counterparts.** This License and Agreement may be executed in multiple counterparts, each of which shall be deemed an original for all purposes.

12.5 **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: General Manager
 3001 Blume Drive
 Rossmoor, CA 90720

Rossmoor Community Services District

By: _____

Joe Mendoza, General Manager

CONTRACTOR:

By: _____

Name & title: _____

WITNESSED:

By: _____

APPROVED AS TO FORM FOR DISTRICT:

By: _____

Tarquin Preziosi, General Counsel

Exhibit "A" Scope of Services

Contract Services Agreement - Instructional Services
Culinary Networking Group LLC, dba OC Concierge Services, Inc.

A. CLASSES OFFERED

1. CONTRACTOR agrees to the following:

Teach or conduct the following class(es) as mutually agreed upon by DISTRICT and CONTRACTOR:

OC Chef Concierge, Thursday Class, 4:00 pm to 6:00 pm; and

OC Chef Concierge, Saturday Class, 9:00 am to 11:00 am.

2. CONTRACTOR agrees to charge the following amounts per participant, per class and maintain and provide the DISTRICT with an electronic roster (a.k.a. sign-in sheet) of registered participants through the DISTRICT's online RecDesk recreation software system. A minimum of 8 participants and a maximum of 15 participants suggested.

The base enrollment fee shall be as set forth below per student. CONTRACTOR may charge a separate materials fee per class of between \$25.00 and \$40.00, depending on the type of materials required, upon approval of District General Manager.

3. CONTRACTOR will immediately remit to DISTRICT 25% of the per month enrollment fees:

Thursday Adult Cooking Class, \$50.00 per student enrollment fee, per class + materials fee.

Saturday Children's Cooking Class, \$50.00 per student enrollment fee, per class + materials fee.

4. CONTRACTOR will provide all required personnel and be responsible for the supervision of their class(es):

Instructors approved to conduct the above-mentioned class(es) as mutually agreed upon by DISTRICT:

- i. Steve Gostin;
- ii. Additional Instructor pending approval of DISTRICT; and
- iii. Additional Instructor pending approval of DISTRICT.

B. USE OF DISTRICT PROPERTY

Any violations of the following may result in Termination of Agreement:

1. Workspace and Appliances. CONTRACTOR will have use of the following DISTRICT Property:
 - i. Designated Rush Park Kitchen Facility;
 - ii. Designated kitchen cabinets; and
 - iii. Designated appliances to include the Wolf Commercial Grade Stove/Oven, refrigerator, freezer, microwave oven, sinks, garbage disposal, countertops, island and preparation areas.

3. Storage. CONTRACTOR will have use of the following DISTRICT Property for storage of items:
 - i. OC Chef Concierge may bring in materials and supplies needed to conduct classes and store as needed in designated cabinet/storage areas.

C. PARTICIPANT WAIVER

CONTRACTOR shall obtain an indemnity in favor of DISTRICT from all students upon registration, and the following language shall be inserted above the participant's or legal guardian's signature:

“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 OC Chef Concierge, Inc. Culinary Program from whatever cause, including the active or passive negligence of the District or any other participants in the OC Chef Concierge, Inc. Culinary 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 OC Chef Concierge, Inc. Culinary Program, I hereby agree, for myself, my heirs, administrators, 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 OC Chef Concierge, Inc. Culinary 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.”

Exhibit B: Schedule of Use

Contract Services Agreement—Instructional Services Culinary Networking Group LLC, dba OC Concierge Services, Inc.

I. HOURS OF USE

- A. CONTRACTOR will utilize the Rush Park Kitchen on the following days/times:
 - 1. Thursday Class, 4:00pm—6:00pm
 - 2. Saturday Class, 9:00am—11:00am
- B. CONTRACTOR will utilize the Rossmoor Park Kitchen in accordance with hours listed above.
- C. REQUESTS for class(es) shall be in accordance with park hours (7:00am to 10:00pm).
- D. REQUESTS for additional or alternate days and/or hours shall be submitted to the General Manager 30 days prior to request.

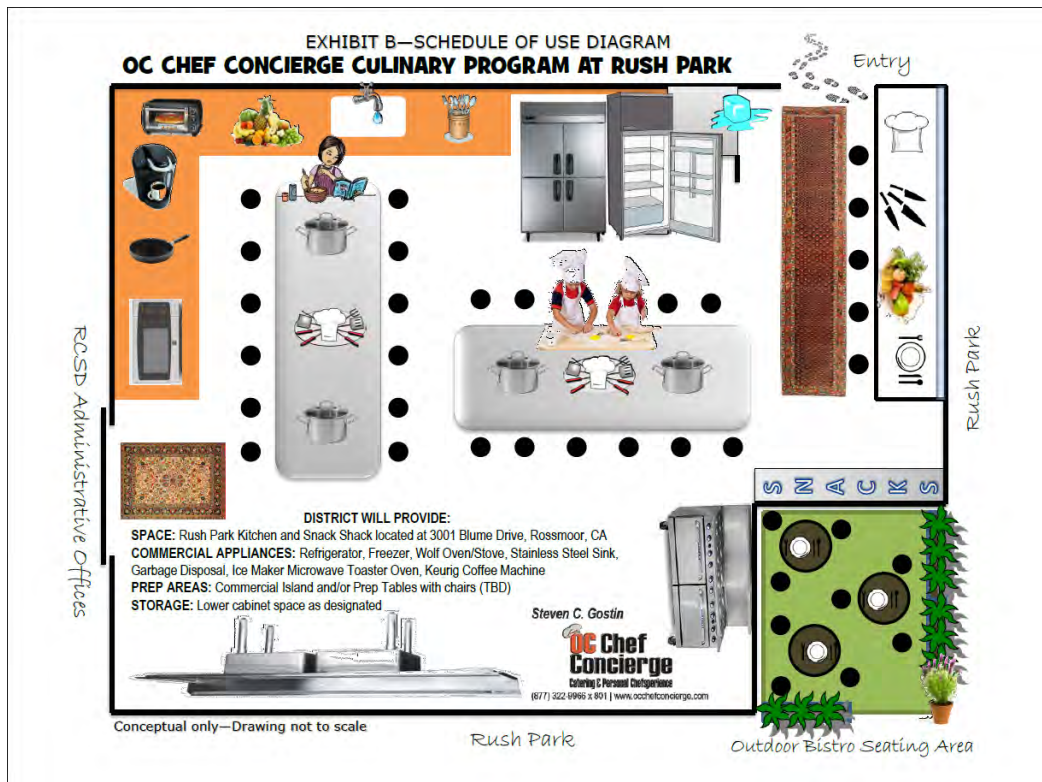
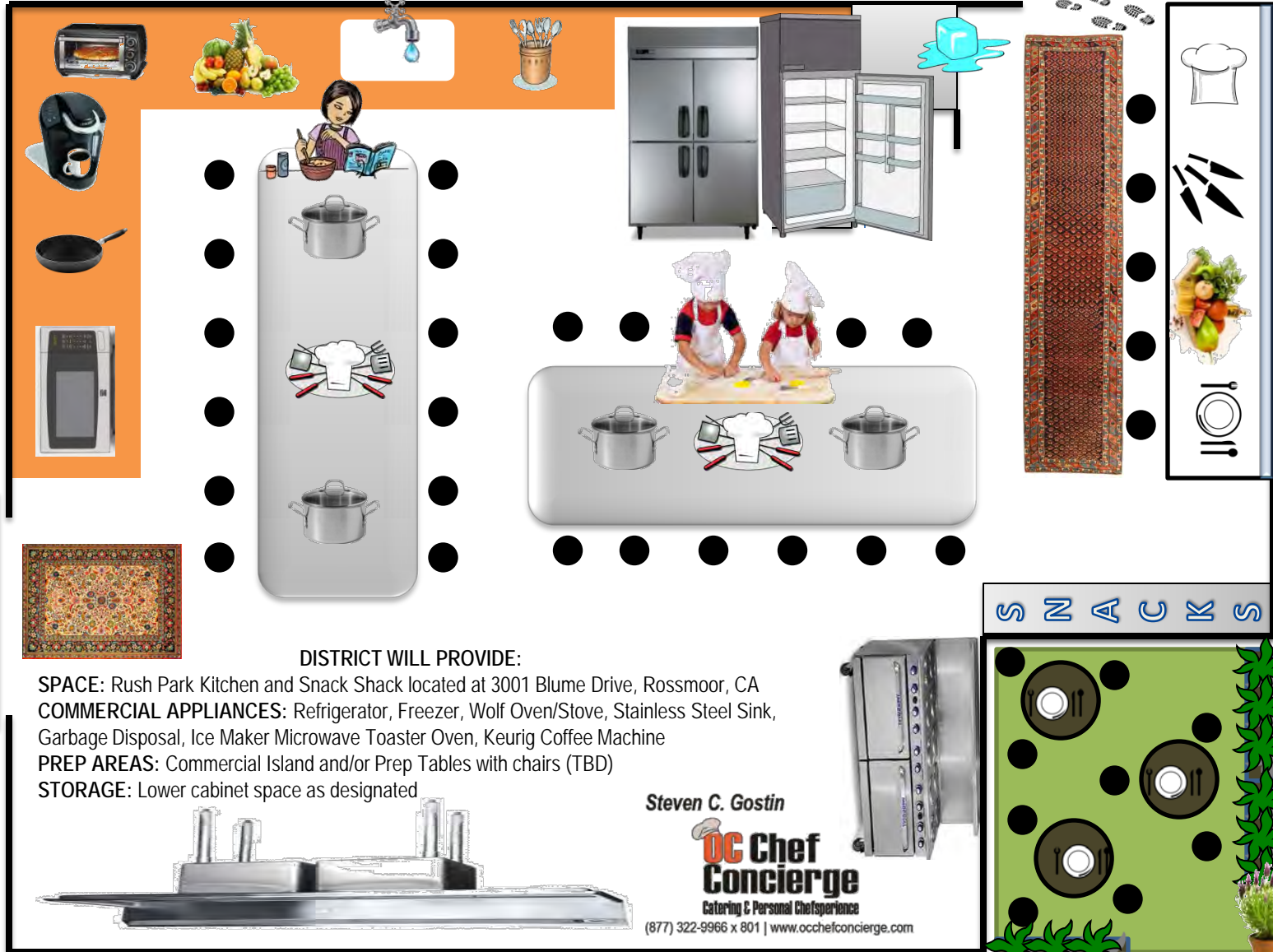


EXHIBIT B—SCHEDULE OF USE DIAGRAM OC CHEF CONCIERGE CULINARY PROGRAM AT RUSH PARK

RCSD Administrative Offices

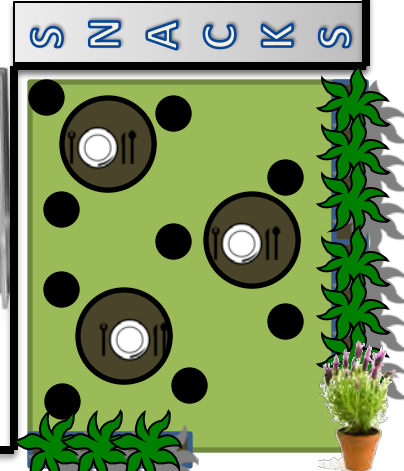


DISTRICT WILL PROVIDE:

- SPACE:** Rush Park Kitchen and Snack Shack located at 3001 Blume Drive, Rossmoor, CA
- COMMERCIAL APPLIANCES:** Refrigerator, Freezer, Wolf Oven/Stove, Stainless Steel Sink, Garbage Disposal, Ice Maker Microwave Toaster Oven, Keurig Coffee Machine
- PREP AREAS:** Commercial Island and/or Prep Tables with chairs (TBD)
- STORAGE:** Lower cabinet space as designated



Steven C. Gostin
OC Chef Concierge
 Catering & Personal Chefservice
 (877) 322-9966 x 801 | www.occhefconciierge.com



Rush Park

Conceptual only—Drawing not to scale

Outdoor Bistro Seating Area



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/31/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER Hiscox Inc. d/b/a/ Hiscox Insurance Agency in CA 520 Madison Avenue 32nd Floor New York, NY 10022	CONTACT NAME: PHONE (A/C. No., Ext): (888) 202-3007		FAX (A/C. No.):
	E-MAIL ADDRESS: contact@hiscox.com		
INSURER(S) AFFORDING COVERAGE			NAIC #
INSURER A: Hiscox Insurance Company Inc			10200
INSURED Culinary Networking Group 1175 BAKER ST STE E19 Suite E19 COSTA MESA, CA 92626	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		
	INSURER G:		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		UDC-2099939-CGL-18	11/03/2018	11/03/2019	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000						
	MED EXP (Any one person) \$ 5,000						
	PERSONAL & ADV INJURY \$ 1,000,000						
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ S/T Gen. Agg
							\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			PER STATUTE OTH-ER
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

OC Chef Concierge to provide cooking classes in community center to residents of the Rossmoor community

CERTIFICATE HOLDER**CANCELLATION**

Rossmoor Community Services District 3001 Blume Dr Rossmoor CA 90720	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM H-2

Date: April 9, 2019

To: Honorable Board of Directors

From: General Manager Joe Mendoza *JRM*

Subject: REPLACEMENT TREES FOR RUSH PARK PARKING LOT PLANTER

RECOMMENDATION:

Discussion and possible action regarding planting of replacement trees for the Rush Park parking lot planter scheduled at the end of April, 2019.

BACKGROUND:

Since the Board of Directors has determined that the reconfiguration of the Rush Park parking lot planter is not a possibility, the General Manager recommends that the Board approve the replacement tree species for two large Indian Laurel Fig trees that were removed from the Rush Park parking lot planter. The planting can be scheduled to take place at the end of April, 2019.

The Tree Committee met on January 3, 2019 and agreed with the District Arborists recommendation that the replacement tree species should be Arbutus Marina, commonly known as Marina Strawberry Tree. Two 36' box size trees would be planted. The cost of the trees and planting would be \$1740.00.

ATTACHMENTS:

1. Marina Strawberry Tree (Arbutus Marina) photos and information sheet



Botanical Name: *Arbutus* 'Marina' Common Name: Strawberry Tree

- Evergreen tree that provides year around foliage
- Wide canopy that provides dense shade
- Low root damage potential
- Strong branch strength
- Low water requirements
- Suited to this climate zone
- Attractive trunk, flowers and fruit
- Height to 40' with equal width
- Looks good with existing trees