

ROSSMOOR

COMMUNITY SERVICES DISTRICT



Special Meeting of the Board Agenda Package

MARCH 23, 2015

PUBLIC COPY

AGENDA
BOARD OF DIRECTORS
ROSSMOOR COMMUNITY SERVICES DISTRICT

SPECIAL MEETING

RUSH PARK KITCHEN
3001 Blume Drive
Rossmoor, California

Monday, March 23, 2015

4:30 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. For public hearings involving appeals, the appellant and/or applicant each shall be limited to fifteen (15) minutes per hearing. 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: 4:30 p.m.
2. ROLL CALL: Directors Burgess, Casey, DeMarco, Maynard
President Kahlert
3. PLEDGE OF ALLEGIANCE

B. PUBLIC FORUM

Any person may address the members of the Rossmoor Community Services District Board of Directors upon any subject within the jurisdiction of the Board.

C. REGULAR CALENDAR

1. Discussion and possible action re: Authorizing the dispensing of alcohol (beer) at the Rossmoor Community Festival and possible approval of the security provisions and guidelines relative to the dispensing of alcohol at the event.

D. RESOLUTIONS

1. Resolution No. 15-03-23-01 Authorizing the Dispensing of Alcohol (Beer) at the May 3, 2015 RHA Community Festival.

E. ADJOURNMENT

It is the intention of the Rossmoor Community Services District to comply with the Americans With Disabilities Act (ADA) in all respects. If, as an attendee or a participant at this meeting, you will need special assistance beyond what is normally provided, the District will attempt to accommodate you in every reasonable manner. Please contact the District Office at (562) 430-3707 at least forty-eight (48) hours prior to the meeting to inform us of your particular needs and to determine if accommodation is feasible. Please advise us at that time if you will need

accommodations to attend or participate in meetings on a regular basis. Pursuant to Government Code Section 54957.5, any writing that: (1) is a public record; (2) relates to an agenda item for an open session of a regular meeting of the Board of Directors; and (3) is distributed less than 72 hours prior to that meeting, will be made available for public inspection at the time the writing is distributed to the Board of Directors. Any such writing will be available for public inspection at the District offices located at [3001 Blume Drive, Rossmoor, CA 90720](#). In addition, any such writing may also be posted on the District's web site at www.rossmoor-csd.org.

CERTIFICATION OF POSTING

I hereby certify that the attached Agenda for the March 23, 2015, 4:30 p.m. Special Meeting of the Board of Directors of the Rossmoor Community Services District was posted at least 72 hours prior to the time of the meeting.

ATTEST:

Elizabeth Deering for
JAMES D. RUTH
General Manager

Date 3/20/15

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM C-1

Date: March 23, 2015
To: Honorable Board of Directors
From: General Manager
Subject: DISCUSSION AND POSSIBLE ACTION RE: AUTHORIZING THE DISPENSING OF ALCOHOL (BEER) AT THE RHA COMMUNITY FESTIVAL AND POSSIBLE APPROVAL OF THE SECURITY PROVISIONS AND GUIDELINES RELATIVE TO THE DISPENSING OF ALCOHOL AT THE EVENT

RECOMMENDATION

Approve or disapprove the dispensing of alcohol (beer) at the RHA Community Festival.

BACKGROUND:

At your meeting of March 10, 2015, the Board discussed a draft resolution which would have authorized the dispensing of alcohol (*beer*) at the RHA Community Festival. After discussion, the Board requested a Special Board meeting to review the matter further.

Attached is Agenda Item G-1 from that meeting, as well as, relevant information provided by the Los Alamitos/Seal Beach Rotary Club regarding guidelines and security measures at the event. Should the Board approve moving ahead with the request, Agenda Item D-1 is a resolution required for dispensing of alcohol on District property.

The attachments below, will also be submitted to the ABC if the event is approved for alcohol. The approval of the O.C. Sheriff is also required, but will not be reviewed without prior property (*District*) approval.

ATTACHMENTS:

1. Information Provided by the Los Alamitos/Seal Beach Rotary Club.
 - a. Los Alamitos/Seal Beach Micro Beer Tasting.
 - b. Fencing
 - c. Map/Security Measures.
 - d. Certificate of Insurance.
 - e. ABC Form 221.
2. Agenda Item G-1 dated March 10, 2015 with Attachments.

**Los Alamitos/Seal Beach
Micro Brew Tasting
Sunday May 3rd, 2015
Noon – 4:00 p.m.**

To help provide funding to the various non-profits in our community, the Los Alamitos/Seal Beach Rotary club will be funding a Beer Tasting event where the non-profits that participate in selling tickets to this event keep 100% of the ticket sales. Rotary (or its sponsor) will cover all costs for the event.

Event Details

Location/Timing

1. To be held as a separate event, but on the same day and same location as the Rossmoor Festival.
2. Event to be held from Noon to 4:00 p.m. (NO beer will be served after 4:00)

Brewery Participation and Distribution

3. Up to 5 Southern California Micro Breweries to participate. Attendees will receive no more than a four (4) ounce sample of a beer of selection of beers from the brewery
4. Participants will receive no more than twenty (20) ounces of beer for the entire event.

Ticket Sales/Participant Identification

5. Tickets are sold by the non-profits participating. Tickets will be \$20.00 each (sold to individuals that can show proper evidence of their age – 21 and older – when entering the event.
6. Participants will be banded with wrist bands that are tabbed – allowing 1 tab for each 4 oz. sample – total tabs – 5 per wrist band.
7. NO sales at the entrance to the event. All sales are pre-sales (In accordance with ABC guidelines)

Grounds Location/ Containment

8. Located at the corner of Chianti and Blume, this grass area will be gated off using 12' long and 6' tall fence sections that are latched together. Their bases are also painted orange to prevent people from tripping over them. (See attachments)

Security


9. L&L Specialized Safety Agency has been engaged to provide up to 5 security guards (number will be dictated by OC Sherriff and the ABC.
10. Members of the Rotary club will be manning the front gate and all admission to the event.

Costs/Fees - Rotary will underwrite the cost and fees associated with this event identified below, but not limited to

11. Permits
12. Security
13. Fencing
14. Outdoor furniture/seating
15. Advertising

Non-Profits who will be invited to participate in ticket sales

16. The Youth Center
17. Precious Life Shelter
18. We Care Family Resource Center
19. CASA Youth Shelter
20. Grateful Hearts
21. New Hope Grief Support
22. Summer Harvest
23. St. Isidore Historical Plaza
24. Los Alamitos Education Foundation (LEAF)
25. Hotline of Southern California
26. Food Finders
27. Lestonnac Free Clinic
28. Friends of Scouting



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SECURITY ↑

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ENTRANCE ———



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LOCKTON COMPANIES,LLC-K CHICAGO 525 W. Monroe, Suite 600 CHICAGO IL 60661 (312) 669-6900	CONTACT NAME: Lockton Companies PHONE (A/C, No, Ext): 1-800-921-3172 FAX (A/C, No): 1-312-681-6769 E-MAIL ADDRESS: Rotary@lockton.com INSURER(S) AFFORDING COVERAGE INSURER A: Westchester Fire Insurance Company NAIC # 10030 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
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COVERAGES ROTINO1 **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 <input checked="" type="checkbox"/> Liquor Liability Included GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PMI G23861355 006	7/1/2014	7/1/2015	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			PMI G23861355 006	7/1/2014	7/1/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	NOT APPLICABLE			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX

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

CERTIFICATE HOLDER **CANCELLATION**

	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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DAILY LICENSE APPLICATION/AUTHORIZATION - Non Transferable

Instructions: Complete all items. Submit to local ABC District Office with required fee (Cashier's Check or Money Order) payable to ABC. Once license is issued, fee cannot be refunded. For a listing of ABC District Offices please visit http://www.abc.ca.gov/distmap.html

Pursuant to the authority granted by the organization named below, the undersigned hereby applies for the license(s) described below.

LICENSE NUMBER GEO CODE
RECEIPT NUMBER
FEE \$

1. ORGANIZATION'S NAME CONDITIONS REQUIRED [] Yes [] No DIAGRAM REQUIRED [] Yes [] No

2. LICENSE TYPE (Check appropriate license type AND organization type)

a. [] Daily General (\$25.00) (Includes beer, wine and distilled spirits)
[] Political Party/Affiliate Supporting Candidate for Public Office or Ballot Measure
[] Organization Formed for Specific Charitable or Civic Purpose
[] Other:
[] Fraternal Organization in Existence Over Five Years with Regular Membership
[] Religious Organization
[] Vessel per Section 24045.10 B&P (\$50.00)
NUMBER OF DISPENSING POINTS

b. [] Special Daily Beer (\$25.00) [] Special Daily Beer & Wine (\$50.00) [] Special Daily Wine (\$25.00)
[] Charitable [] Fraternal [] Social [] Political [] Other:
[] Civic [] Religious [] Cultural [] Amateur Sports Organization
NUMBER OF DISPENSING POINTS

c. [] Special Temporary License (\$100.00) (Different privileges depending on statute)
[] Television Station per Section 24045.2 or 24045.9 B&P [] Person conducting Estate Wine Sale per Section 24045.8 B&P
[] Nonprofit Corporation per Sections 24045.4 and 24045.6 B&P [] Women's Educational and Charitable Organization per Section 24045.3 B&P
[] Other Special Temporary Licenses, per Section
License number Amount \$

3. EVENT TYPE
[] Dinner [] Dance [] Wedding [] Lunch [] Picnic [] Barbeque [] Social Gathering [] Festival
[] Sports Event [] Concert [] Birthday [] Mixer [] Carnival [] Dinner Dance [] Other:

4. TOTAL # OF DAYS 5. ESTIMATED ATTENDANCE 6. HOURS OF ALCOHOLIC BEVERAGE SALES, SERVICE AND/OR CONSUMPTION
From To

7. EVENT DATE(S) 8. EVENT IS OPEN TO THE PUBLIC
[] Yes [] No

9. EVENT LOCATION (Give facility name, if any, street number and name, and city)

10. LOCATION IS WITHIN THE CITY LIMITS [] Yes [] No 11. TYPE OF ENTERTAINMENT 12. SECURITY GUARDS
[] Yes [] No If yes, how many?

13. AUTHORIZED REPRESENTATIVE'S NAME 14. REPRESENTATIVE'S TELEPHONE NUMBER

15. REPRESENTATIVE'S ADDRESS

16. ORGANIZATION'S MAILING ADDRESS (If different from #15 above)

17. AUTHORIZED REPRESENTATIVE'S SIGNATURE 18. DATE SIGNED

PROPERTY OWNER APPROVAL BY (Name), REQUIRED PHONE NUMBER PROPERTY OWNER SIGNATURE DATE SIGNED
LAW ENFORCEMENT APPROVAL BY (Name), IF APPLICABLE PHONE NUMBER LAW ENFORCEMENT SIGNATURE DATE SIGNED
DISTRICT OFFICE APPROVAL BY (Name) ABC EMPLOYEE SIGNATURE ISSUANCE DATE

The above-named organization is hereby licensed, pursuant to the California Business and Professions Code Division 9 and California Code of Regulations, to engage in the temporary sale of alcoholic beverages for consumption at the above named location for the period authorized above. This license does not include off-sale ("to-go") privileges.

This license may be revoked summarily by the Department if, in the opinion of the Department and/or the local law enforcement agency, it is necessary to protect the safety, welfare, health, peace and morals of the people of the State.

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM G-1

Date: March 10, 2015

To: Honorable Board of Directors

From: General Manager

Subject: RESOLUTION NO. 15-03-10-01 RE: BOARD APPROVAL FOR THE SERVING OF ALCOHOL (BEER) AT THE ROSSMOOR COMMUNITY FESTIVAL

RECOMMENDATION:

Discussion and possible action regarding a resolution and guidelines for the serving of beer at the Rossmoor Community Festival in May of this year.

BACKGROUND:

At your meeting of February 10, 2015, you approved Ordinance No. 2015-01 and revision of Policy No. 6011 which authorized the dispensing and consumption of beer and/or wine at community events with approval of the Board by resolution. At your meeting of December 9, 2014, you approved the request of the Rossmoor Homeowners Association (RHA) for co-sponsorship of the Rossmoor Community Festival.

The RHA is now requesting Board approval for the consumption of beer at the upcoming Community Festival on May 3, 2015 in Rush Park. In order for the Community Festival to include the dispensing and consumption of alcohol, the RHA must first receive approval from the Board in the form of a resolution approving the dispensing and consumption of beer at this year's event.

The draft resolution prepared by General Counsel and ABC guidelines for this event are attached. Upon the Board's approval of the resolution, the RHA will be responsible for meeting all ABC and other agency requirements prior to issuance of the User Permit for the event.

Also attached is an executed copy of the Memorandum of Understanding (MOU) between the District and the RHA which spells out the respective responsibilities of the parties. The Board also approved the MOU at your meeting of December 9, 2014.

ATTACHMENTS:

1. Resolution No. 15-03-10-01.
2. Alcohol Beverage Control (ABC) License Information-Non-Profit Requests.
3. Memorandum of Understanding re: Rossmoor Community Festival.

RESOLUTION 15-03-10-01

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ROSSMOOR COMMUNITY SERVICES DISTRICT AUTHORIZING THE DISPENSING OF ALCOHOL (BEER) AT THE MAY 3, 2015 ROSSMOOR COMMUNITY FESTIVAL

WHEREAS, the Rossmoor Community Services District did at their meeting on February 10, 2015 approve Ordinance No. 2015-01 codifying Policy No. 6011 which permits the possession and consumption of alcohol (beer and wine) at community events.

WHEREAS, the possession and consumption of alcohol at a community event requires approval by the Board by resolution for each community event.

WHEREAS, the Rossmoor Homeowners Association (RHA) has received approval by the Board for co-sponsorship of the Community Festival on May 3, 2015.

WHEREAS, the Rossmoor Homeowners Association has requested approval for the possession and consumption of beer at the Community Festival.

WHEREAS, the Board of Directors desires to approve this request, subject to the conditions stated herein.

NOW THEREFORE, BE IT RESOLVED by the Board of Directors of the Rossmoor Community Services District, that the possession, consumption and dispensing of beer at the Community Festival on May 3, 2015 is hereby authorized, provided, however, that the RHA first obtain any and all required licenses from the Alcohol Beverage Control Board (ABC) and present the same to the General Manager at least 30 days prior to May 3, 2015, and thereafter comply with all applicable laws, rules, regulations, and ordinances regarding alcoholic beverages and the use of District Property, and maintain in full force and effect general liability insurance naming the District as an additional insured in an amount of not less than \$1,000,000.00.

PASSED AND ADOPTED this 10th day of March, 2015

BOARD OF DIRECTORS
ROSSMOOR COMMUNITY SERVICES DISTRICT

By: _____
William Kahlert, President

ATTEST:

James D. Ruth, Secretary
Rossmoor Community Services District



ROSSMOOR COMMUNITY SERVICES DISTRICT

001 BLUME DRIVE, ROSSMOOR, CA 90720 / (562) 430-3707 / FAX (562) 431-3710

Alcohol Beverage Control (ABC) License Information

NON-PROFIT REQUESTS

Please read carefully prior to any ABC license request. If the group is unable to receive one of these items, the license will not be issued.

- The requesting group is solely responsible for receiving approval from the ABC District office located in Santa Ana. The District is not responsible for assisting applicant with forms. The following steps must be taken with the ABC prior to District issuance of a one day special license and **must be submitted to the ABC at least 30 days prior to scheduled event:**
 1. **ABC FORM 221**—Form 221 must be completed and can be found at <http://www.abc.ca.gov/forms/PDFSp.html>
 2. **PROOF OF NON-PROFIT STATUS**—Requesting group must show proof of non-profit status w/ a 501c() letter. Any type of non-profit will be accepted as long as the 501c() accompanies the application.
 3. **FEES**—Requestor must include check or money order with the request. The fees range from \$25 to \$100 and are outlined on the application.
 4. **SHERIFF APPROVAL**—Each request must also have Sheriff approval. There is a required PD signature on the application. The Sheriffs' ABC Detective will need to sign this.
 5. **PROPERTY OWNER APPROVAL**—A letter from the District (property owner) must also accompany the application.
 6. **PARK DIAGRAM**—Map of location where alcohol is to be served including
 - a. Fencing around alcohol consumption area
 - b. How alcohol consumption is going to be controlled
 - c. Ticket sales
 - d. Include as much information here as possible in order to ease the permitting process

Depending on the scope provided, ABC may require additional information or requirements from the requesting group prior to issuance of an alcohol license.

MEMORANDUM OF UNDERSTANDING
Rossmoor Community Festival

PREAMBLE

The Rossmoor Homeowners Association has coordinated an annual Community Festival (Festival) for over twenty years for the residents of Rossmoor and surrounding community. The Rossmoor Community Services District (District) Board and staff have supported the event. In more recent years, the District has assisted in event coordination, media and printing materials, day of implementation and assistance with the setup and cleanup of the event. Additionally, the District has provided the stage rental for the event and coordinated with the County and OCFA to insure special event permitting requirements were met and adhered to. The Festival shall be coordinated jointly by the District's Recreation Department and the RHA.

To ensure the success of the event, the implementation of an agreement, or, Memorandum of Understanding (MOU) is recommended. This shall be a standing agreement and the District shall recommend approval of the co-sponsorship annually as it conforms to the MOU.

The agreement should also serve as a means of documentation which can easily be accessed by RHA and District as Board and staff turnover. The following agreement outlines roles and responsibilities of the two parties.

MEMORANDUM OF UNDERSTANDING

The parties to this Memorandum of Understanding: The Rossmoor Community Services District, and the Rossmoor Homeowners Association agree to the following:

ROSSMOOR COMMUNITY SERVICES DISTRICT

1. The District agrees to act as a cosponsor for the event. Details of the co-sponsorship are outlined in the below sections.

ROSSMOOR HOMEOWNERS ASSOCIATION

1. The RHA will make a reasonable effort to gather volunteers for the Festival committee as well as day of volunteers for setup, operations and cleanup.
2. The RHA agrees to submit a co-sponsorship request letter to the District's General Manager for inclusion in a Board agenda no less than six (6) months prior to festival.

DATE AND HOURS OF USE

1. The Festival will be held on the first Sunday in May and may begin as early as 10:00am and conclude no later than 5:00pm.

FESTIVAL COMMITTEE

1. The Festival Committee (Committee) shall be made up of members of the RHA Board, members of the community, volunteers, and District staff.
2. The Committee shall meet monthly commencing no later than the 3rd week in September. The District will provide a meeting place for Festival meetings.

PERMIT REQUIREMENTS

1. District staff will apply for all necessary County and OCFA permits however, RHA will provide a scope and event map to the District and any other requested items by the County for event approval.
2. RHA will be responsible for payment of permitting costs with the County and OCFA and any other required permitting costs (CHP for road closures, etc).

USE OF PREMISES

1. Outdoor Green Space

- a. All green space at Rush Park including fields one, two, three, green space in between fields, picnic areas A and B and the kitchen will be utilized for the event

2. Facility Use

- a. The RHA shall have use of the kitchen for storage of items and for operation of coffee/donuts/beverages/snacks. The RHA may access the kitchen as early as the Friday prior to the event.
- b. Use of the auditorium, east room and west room will not be available for use for the festival 7am to 12pm due to use by Calvary Church.

FEE WAIVER

1. District grants use on a co-sponsorship basis waiving all fees associated with use of Rush Park and kitchen for the event including days leading up the event for supply/equipment storage not to exceed Friday morning prior to event.

INSURANCE AND IMDEMNIFICATION

1. The RHA agrees to comply with the District's Insurance requirements as spelled out in Policy No. 6010.50—District Indemnification in which the RHA must include a Certificate of Insurance naming the Rossmoor Community Services District as additional insured and sign the District's standard Hold Harmless Agreement. The RHA agrees to provide the Certificate of Insurance and the Hold Harmless Agreement to the District on or before April 15 of each year prior to the Festival. A copy of Policy No. 6010.50 is attached hereto as Exhibit A and incorporated herein by this reference. A copy of the District's Hold Harmless Agreement is attached hereto as Exhibit B and incorporated herein by this reference.

STAGE RENTAL

1. District agrees to schedule and to pay costs associated with rental of a stage for the event not to exceed \$2,000.

DAY-OF FESTIVAL ACTIVITIES

1. Setup/Cleanup

- a. District staff shall be available at 7:00am to open access to the kitchen and facility for setup.
- b. RHA shall be responsible for providing volunteers for the setup
- c. District staff shall be responsible for the maintenance and upkeep of the restrooms
- d. Both the District and RHA share the responsibility of keeping the park clean, emptying trash, etc.
- e. At least one District staff member will remain on-site for facility access until cleanup has concluded

2. Dog Parade

- a. The RHA agrees to coordinate and implement this Festival activity solely or by a 3rd party.

3. Car Show

- a. The RHA agrees to coordinate and implement this Festival activity

4. Stage Performances/Emcee/Sound Engineer

- a. The RHA agrees to schedule stage performance, Emcee and sound engineer for the duration of the Festival

5. Games/Rides/Bounce Houses

- a. The RHA agrees to coordinate and implement this Festival activity as well as provide staff/volunteers to monitor these activities

6. Vendor Fair

- a. The RHA agrees to coordinate and implement this Festival activity
- b. Vendors must bring their own canopies, tables and chairs, these items will not be provided by the District or setup by District staff
- c. Food, or samples of food or drink shall not be allowed to be distributed as part of the vendor fair.

7. Food

- a. The RHA shall be responsible for choosing food vendors and paying all necessary permitting costs with the Orange County Health Department (OCHD) or pass along costs to the food vendors. RCSD shall not be responsible for payment of food permit through the Health Department.
- b. District agrees to apply for Temporary Food Facility Permit through the OCHD for the sale of any food items operated out of the Rush Park Kitchen.

8. Ongoing Maintenance

- a. The District and RHA shall each be responsible for the ongoing maintenance, cleanliness and upkeep of Rush Park during Festival.

This MOU is entered into by the parties as an expression of agreement reached and by the action of the Rossmoor Board of Directors (Board) at their meeting of December 9, 2014. The term of this agreement is only subject to termination or modification by a formal action of the RCSD Board of Directors. Each party may request modification by requesting the Board to reopen negotiations stating reasons which are deemed irresolvable by other means. The Board shall act on such requests solely upon their discretion. In all cases, Board policy shall govern the operation of special events and use of District property.

RHA President



Date

1/13/15

RCSD General Manager



Date

12-10-14

ROSSMOOR COMMUNITY SERVICES DISTRICT

Policy

No. 6010

REQUESTS FOR USE OF DISTRICT PARKS AND FACILITIES

6010.50 District Indemnification: Application for a User Permit for groups of more than 50 individuals wishing to use a field or facility **must** sign the District's Hold Harmless Agreement. Applications for groups of 150 or more individuals must include a Certificate of Insurance naming the Rossmoor Community Services District as additional insured and sign the District's standard Hold Harmless Agreement. Insurance coverage shall include Personal Injury, Property Damage and Automobile Liability in an amount of not less than one million dollars (\$1,000,000) per occurrence / Insurance coverage shall also include Worker's Compensation and Employer's Liability with limits as required by the Labor Code of the State of California, if applicable.

Groups requesting multiple dates of use and any applicants requesting to serve alcohol at Montecito Center must then provide a Certificate of Insurance naming the District as additional insured regardless of the size of the group. Applications will not be approved without the required Certificate of Insurance and Hold Harmless Agreement first being provided to the District. The term group as used in this policy includes all attendees whether they are participants, fans, observers, guests, or invitees of any nature whatsoever.

**ROSSMOOR COMMUNITY SERVICES DISTRICT
INDEMNIFICATION FOR USE OF FACILITIES & PROPERTY**

I hereby certify that I am authorized to issue contracts on my own behalf or that of the organization listed which I represent. I further certify that I have read the rules, regulations, conditions and terms of the Rossmoor Community Service District's ("District") application for a User Permit. In consideration for my or my organization's use of the facilities and/or property owned or operated by the District as listed, I hereby agree on behalf of myself and my organization, if any, as follows:

1. That I and my organization will abide by all rules and regulations of the District and all other directives of the District.
2. That I and my organization will indemnify and hold harmless the District, its officers, agents, representatives and/or liability, including legal costs and attorneys' fees, that may result from any death or injury to persons or damage to property that may result from my or my organization's use of the facilities and/or property, whether such death or injury or damage to property is caused by the passive or active negligent act or omission of the District except that this indemnification shall not apply to any loss rising solely from the intentional or willful misconduct of the District.
3. That neither myself nor any one of my organization shall make any claim against the District, its officers, agents, representatives and/or employees for any injury or liability which I have indemnified the District.
4. That I personally and on behalf of my organization will conduct a reasonable safety inspection of the District facilities and/or property and all grounds, structures or buildings used by me and/or my organization immediately prior to use of the facilities and/or property, and will bring any conditions creating any hazard to the attention of appropriate District representatives.

User Permit# _____

Signature

Date

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM D-1

Date: March 23, 2015
To: Honorable Board of Directors
From: General Manager
Subject: RESOLUTION NO. 15-03-23-01 RE: BOARD APPROVAL FOR THE SERVING OF ALCOHOL (BEER) AT THE ROSSMOOR COMMUNITY FESTIVAL

RECOMMENDATION:

Discussion and possible action regarding a resolution and guidelines for the serving of beer at the Rossmoor Community Festival in May of this year.

BACKGROUND:

At your meeting of February 10, 2015, you approved Ordinance No. 2015-01 and revision of Policy No. 6011 which authorized the dispensing and consumption of beer and/or wine at community events with approval of the Board by resolution. At your meeting of December 9, 2014, you approved the request of the Rossmoor Homeowners Association (RHA) for co-sponsorship of the Rossmoor Community Festival.

The RHA is now requesting Board approval for the consumption of beer at the upcoming Community Festival on May 3, 2015 in Rush Park. In order for the Community Festival to include the dispensing and consumption of alcohol, the RHA must first receive approval from the Board in the form of a resolution approving the dispensing and consumption of beer at this year's event.

The draft resolution prepared by General Counsel is attached. Upon the Board's approval of the resolution, the RHA will be responsible for meeting all ABC and other agency requirements prior to issuance of the User Permit for the event.

ATTACHMENTS:

1. Resolution No. 15-03-23-01.

RESOLUTION 15-03-23-01

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ROSSMOOR COMMUNITY SERVICES DISTRICT AUTHORIZING THE DISPENSING OF ALCOHOL (BEER) AT THE MAY 3, 2015 ROSSMOOR COMMUNITY FESTIVAL

WHEREAS, the Rossmoor Community Services District did at their meeting on February 10, 2015 approve Ordinance No. 2015-01 codifying Policy No. 6011 which permits the possession and consumption of alcohol (beer and wine) at community events.

WHEREAS, the possession and consumption of alcohol at a community event requires approval by the Board by resolution for each community event.

WHEREAS, the Rossmoor Homeowners Association (RHA) has received approval by the Board for co-sponsorship of the Community Festival on May 3, 2015.

WHEREAS, the Rossmoor Homeowners Association has requested approval for the possession and consumption of beer at the Community Festival.

WHEREAS, the Board of Directors desires to approve this request, subject to the conditions stated herein.

NOW THEREFORE, BE IT RESOLVED by the Board of Directors of the Rossmoor Community Services District, that the possession, consumption and dispensing of beer at the Community Festival on May 3, 2015 is hereby authorized, provided, however, that the RHA first obtain any and all required licenses from the Alcohol Beverage Control Board and present the same to the General Manager at least 30 days prior to May 3, 2015, and thereafter comply with all applicable laws, rules, regulations, and ordinances regarding alcoholic beverages and the use of District Property, and maintain in full force and effect general liability insurance naming the District as an additional insured in an amount of not less than \$1,000,000.00.

PASSED AND ADOPTED this 23rd day of March, 2015

**BOARD OF DIRECTORS
ROSSMOOR COMMUNITY SERVICES DISTRICT**

By: _____
William Kahlert, President

ATTEST:

James D. Ruth, Secretary
Rossmoor Community Services District