

ROSSMOOR

COMMUNITY SERVICES DISTRICT



Parks & Facilities Committee Meeting Agenda Package

June 23, 2015

PARKS & FACILITIES COMMITTEE

AGENDA

ROSSMOOR COMMUNITY SERVICES DISTRICT

PARKS AND FACILITIES COMMITTEE MEETING

RUSH PARK
Administration Building
3001 Blume Drive
Rossmoor, California

Tuesday, July 23, 2015
4:00 p.m.

A. ORGANIZATION

1. CALL TO ORDER: 4:00 p.m.
2. ROLL CALL: Directors Kahlert, Maynard
3. PLEDGE OF ALLEGIANCE

B. PUBLIC FORUM

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

C. REGULAR CALENDAR

1. DISCUSSION WITH GENERAL MANAGER RE:
 - a. LAGSL Update
 - b. Winter Special Event Date
 - c. Sponsorship Policy and Event Packet for Special Events Update
 - d. Contract Services Agreement for Fitness Classes, Boot Camps, Sport Camps and Private Instruction
 - e. Preschool Request—Rossmoor Park
 - f. RHA Proposal—Kempton Park Demonstration Project

D. ADJOURNMENT

CERTIFICATION OF POSTING

I hereby certify that the attached Agenda for the Tuesday, June 23, 2015, 4:00 p.m. Parks and Facilities Committee Meeting of the Rossmoor Community Services District was posted at least 24 hours prior to the time of the meeting.

ATTEST:



James D. Ruth
General Manager



Date

ROSSMOOR COMMUNITY SERVICES DISTRICT

DATE: May 26, 2015

TO: Jim Ruth, General Manager

FROM: Emily Gingras, Recreation Superintendent

SUBJECT: LAGSL Update—MOU Compliance

BACKGROUND:

The current MOU has been in effect since November, 2011. To date, the LAGSL has been in compliance of the MOU with no issues to report. The spring 2015 season ended with LAGSL conducting seventy-one out of the eighty-one allotted regular season Saturday games (ten less games than required by the MOU). Weekday games for the most part only took place on two fields as opposed to three. On some, but not all Wednesdays, there were three games played, and on Fridays, only one game was played.

Other notable items from LAGSL's season:

1. Annual Opening Day Carnival at Rush Park—no issues to report
2. Annual Opening Day Parade at Rossmoor Park—no issues to report
3. Spring 2015 Playoffs
 - a. Eliminated all double-headers except for 1(this was a reduction of eleven games held the last week of the season)
 - b. Reduced amount of Saturday games for the final Saturday of games (a reduction of three)

The Annual All-Star Tournament is scheduled for Friday, June 5 thru June 7, 2015. The following Tournament information is included in the MOU:

Annual All Star Tournament

- a. A User Permit will be required for the LAGSL Annual All-Star Tournament, to take place on the weekend prior to Father's Day. Games will conclude on Friday by 7:00pm, Saturday by 5:30pm and Sunday by 5:00pm. There are to be no teams warming up prior to 7:00am with preparation time no earlier than 7:00am. This must be a separate User Permit and a meeting must take place between Recreation Staff and the LAGSL Tournament Director and President to ensure time requirements are adhered to. The District will provide staff coverage for the duration of the tournament.
- b. LAGSL agrees to inform coaches of the strict 7:00am start time and provide Board member coverage at Rossmoor Park each morning to enforce this provision.

- c. LAGSL agrees to monitor trash, restrooms and parking as well as water the fields prior to dragging and in between each game.
- d. LAGSL agrees to the following game scheduling format:
 - Friday:
 - 1 game on RP3 1 game on RP2 No games RP1
 - Saturday:
 - 4 games on RP3 4 games on RP2 5 games on RP1
 - First game scheduled no earlier than 8:00am
 - Last game scheduled for 3:30pm
 - Sunday:
 - 4 games on RP3 4 games on RP2 1 game on RP1
 - First game scheduled no earlier than 8:00am
 - Last game scheduled for 2:30pm

Per the above requirements, LAGSL has scheduled 2 less games on Sunday as required by the MOU. Additionally, the first game is scheduled for no earlier than 8:15am.

On Friday, May 29, District staff distributed notices to the Rossmoor Park Neighborhood informing them of the tournament dates and event hours.

The MOU spells out meetings shall take place twice annually with the MOU Committee to discuss upcoming LAGSL seasons and schedules. The Parks and Facilities Committee has re-directed all MOU discussions to take place within the Parks and Facilities Committee requiring an update be presented to the Committee. The RPN and LAGSL have been informed of this meeting and agenda item.

George Hurley will not remain on as President for the 2015/2016 season. The new President will be Nani Luculescu, a Rossmoor resident. Her term as LAGSL President will begin in July, 2015.

DRAFT

Rossmoor's Winter Event

1) Title Options

(still considering—will need to put more thought into this w/ a staff committee)

- a) Rossmoor's Festival of Lights
- b) Tree Lighting Ceremony

2) Budget--\$4,000

3) City of Los Al and Seal Beach Holiday Events

- a) Saturday, November 28—Seal Beach Tree Lighting
- b) Friday, December 4—SB Christmas Parade
- c) Saturday, December 5—Los Al's Winter Wonderland & Belmont Shore Parade
- d) Saturday, December 12—SB Pancake Breakfast

4) Proposed event date:

- a) Sunday, December 6th at 4pm with Tree Lighting taking place at 5:30pm
- b) This is also the same night Hanukkah begins

5) Schedule of Events

- a) Decoration of Ornaments made by children for Tree
- b) LAHS Choir to perform—currently checking on availability
- c) Tour of Lights in Rossmoor—Big Red Bus
- d) Food Trucks
- e) Toy Drive
- f) Arts and Crafts/Games/Bounce Houses
- g) Pictures w/ Santa
- h) Story time w/ Mrs. Claus

ROSSMOOR COMMUNITY SERVICES DISTRICT

Date: May 27, 2015
To: Jim Ruth, General Manager
From: Emily Gingras, Recreation Superintendent
Subject: Sponsorship Policy and Packet for RCSD Special Events

BACKGROUND:

The Rossmoor Community Services District has sponsored Movies in the Park events dating back to 2001. Currently, the District's Recreation Department coordinates community events including concerts and Shakespeare and also oversees the use of the District's Parks.

Due to County special event permitting requirements, the District has opted to increase the special event budget instead of reducing the District's special event offerings. Each year permitting costs with the County are unknown. Fees have ranged from \$458 to \$1,265 for event permits. Additionally, the costs to provide the services are increasing as well. The District's movie vendor imposed a 10% fee increase in 2014 and the rental of the City of Chino Hills stage increased by over \$1,000 per event. Chino Hills staff has also informed the District the stage will no longer be rented to other agencies following the 2015 summer event offerings.

In an effort to offset rising special event costs and encourage community support, staff is recommending the District establish an opportunity for possible community partnerships, including utilization of sponsors for District sponsored program activities. Proposed revisions to **Policy No. 6013 Joint Use of District Property For District Sponsored Programs** are attached and have been reviewed by Counsel. However, Counsel informed the District there are no statewide legal requirements regarding sponsorships. Additionally, a sponsor packet has been created which outlines benefits at each sponsor level. A sample sponsor packet has been attached for reference.

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ATTACHMENTS:

1. Policy No. 6013 JOINT USE OF DISTRICT PROPERTY FOR DISTRICT SPONSORED PROGRAMS
 - b. Redline
2. Sponsor Application

REDLINE

Rossmoor Community Services District

Policy

No. 6013

JOINT USE OF DISTRICT PROPERTY ~~OF DISTRICT PROPERTY~~ FOR DISTRICT SPONSORED PROGRAMS

~~6013.00~~~~6013.00~~ Joint Use of District Property for District Sponsored Programs: It is the District's objective to provide recreational, cultural and sports programs. The Board may enter into partnerships, or other joint use arrangements, with individuals, ~~or~~ organizations or businesses to jointly provide such programs in furtherance of this objective.

6013.10 Financial Enhancement of District Sponsored Programs: To encourage and support the development of partnerships to aid in revenue generation and Fundraising and Sponsorship efforts that enhance the District's ability to deliver parks and recreation activities, programs and event offerings to the public.

6013.20 Definitions: For the purpose of this policy the following terms shall have the respective meanings set forth herein, unless the context in which they are used clearly indicates to the contrary:

6013.21 Donation: A person or entity providing the District with financial support or property of a value exceeding the District's payment for such item. Typically, donor does not expect to receive a return or recognition from the District in return for donation. Donation may consist of cash, real property (land) or an in-kind Donation.

6013.22 Sponsorship: A person or entity that provides the District with financial support for an activity, District program or facility, in exchange for the District providing recognition of its financial support. Financial assistance may consist of cash and/or in-kind donations in accordance with the District's Sponsorship Packet.

- a. Specific Event Sponsorship: A neighborhood business, local merchant or local branch of a corporation sponsors a time limited event or program within District Property.
- b. District-wide Program Sponsorship: A local corporation sponsors a time limited program that is held at multiple recreation facilities or has a District-wide presence.
- c. Temporary Logo or Recognition Display Sponsorship: A sponsorship agreement that includes a display of recognition on District publications or on District Property for less than twelve calendar months.
- d. Long-Term Sponsorship: A sponsorship agreement that includes the naming of a facility or portion of a facility for a sponsor for more than one year.

6013.23 Fundraising: Any activity conducted with the intent of soliciting donations, sponsorships or other financial contributions to the District. Fundraising activities may

REDLINE

include, but are not limited to, District grant proposals, pledge drives, contacting individuals, businesses or other entities with the primary purpose of receiving financial support for the District. Types of sponsorships may include the following:

6013.24 In-Kind Contributions: A contribution of an item or object other than cash or real property, which would serve a useful purpose to the District. Examples may include, equipment, supplies, materials or services, or advertising.

6013.25 Sponsorship Agreement: A negotiated agreement between the District and a company, organization or individual to pay a fee in cash, products, services or a combination thereof, for recognition rights related to certain identified District-owned commercial or marketable assets. A Sponsorship agreement may permit a limited form of advertising opportunity for a company, organization or individual in exchange for the fee paid to the District, subject to approval of the General Manager.

6013.26 Unrestricted Donation: A Donation made to the District where the donor has placed no limitation on its use.

6013.30 Criteria for Accepting Sponsorship, Donation or In-Kind Contributions

6013.31 Sponsorships must support the mission and policies of the District.

6013.32 Special Event sponsorships must support the mission statement and goals of the District's Recreation Department below:

Goal V—RECREATION: The District will endeavor to create a livable community and promote healthy lifestyles aimed at enhancing the quality of life through use of recreational activities.

Objective 1: Provide a variety of recreational, cultural and sports programs and special events such as Movies, Concerts and Shakespeare in the Park and co-sponsor events such as the Community Festival and 4th of July Fireworks Spectacular that appeal to all segments of the community.

Objective 2: Monitor recreation and athletic facilities and equipment to ensure they remain safe, clean and in good working order.

Objective 3: Ensure that recreation and athletic facilities are accessible to all users.

Objective 4: Promote cost-effective use of the District's parks, facilities and programs through the establishment of reasonable user fees and charges while encouraging maximum use by the public.

~~**6013.40**~~**6013.10 District Contribution To Jointly Sponsored Program Activities:** The District's share of the cost of a partnership or joint use agreement may be covered partially or in full by providing the necessary facilities. At the Board's discretion, the established cost (see Policy No. 6015 Establishment of Fees and Charges for use of District Parks, Buildings and Facilities) for the use of District facilities to the program's partner may be waived or reduced depending on the benefit of the program to the District.

6013.50 Contributions for District Sponsored Program Activities: The District may obtain donations or sponsorships from donors for District sponsored or jointly sponsored program activities or special event activities.

REDLINE

~~6013.60~~~~6013.11~~ Joint Use Agreements: Partnerships or joint use arrangements approved by the Board shall be formalized into a written agreement which covers the terms and conditions of the partnership or joint use, as well as the responsibilities of the respective parties.

Adopted: June 14, 2005
Amended: August 12, 2008
Amended: July 10, 2012
Readopted ~~by~~ Ordinance 2014-01: January 14, 2014
Amended:

SPONSOR INFORMATION

You are invited to participate in Rossmoor's Movies and Concerts in the Park Summer Series celebrating 14 years of Movies in the Park.

Each movie attracts over 600 local participants who enjoy pre-movie children's activities. An inflatable 20'x11' HD air screen and surround sound provides a drive-in like experience to viewers. Thank you for considering a sponsorship opportunity with the Rossmoor Community Services. Please complete the Sponsor Application on page 3.

SPONSORSHIP BENEFITS	\$500	\$1,500	\$3,000
Recognition on RCSD website	●	●	●
Banner displayed at prominent location at 2 events of your choice	●		
Banner displayed at prominent location at 4 events of your choice		●	
Banner displayed at prominent location at all 6 events		●	●
Recognition in RCSD Newsletter (printing July 2015 and distributed to all Rossmoor homes)	●	●	●
Company logo featured on RCSD event flyers & banners displayed on Rossmoor signature walls throughout summer months. Booth at one event		●	●
TITLE SPONSOR: VIP Seating for up to 10 people, free popcorn for 10 at either 3 movies OR concerts . Booth at 3 movies OR concert events.			●

Additional Sponsorship Opportunities Available Including In-Kind Contributions and Additional Financial Contributions Available.

For more information, contact: Emily Gingras

Email: egingras@rossmoor-csd.org

Phone: 562-430-3707 Ext. 2



Celebrating Rossmoor's Designation: #1 Suburb in CA

ROSSMOOR COMMUNITY SERVICES DISTRICT RECREATION DEPARTMENT



SPONSORSHIP APPLICATION Movies & Concerts 2015

Please include me as a sponsor for Rossmoor's 2015 Movies & Concerts in the Park at the following level:

___ \$500 _____
(Please indicate which 2 dates for banner display above-not supplied)

___ \$1,500 _____
(Please indicate which 4 dates for banner display above-not supplied)

___ \$3,000 _____ MOVIE OR CONCERT TITLE SPONSOR

Please make all checks payable to RCSD.

Mail completed form to:

RCSD 3001 Blume Dr. Rossmoor 90720 Attn: Emily Gingras

Additional Sponsorship Opportunities Available!

For more information, contact: Emily Gingras

Email: egingras@rossmoor-csd.org Phone: 562.430.3707 Ext.2

Company Name: _____

Contact: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Cell: _____

Email: _____

I, the undersigned, represent the listed organization and do hereby agree to the terms of this agreement. I agree to participate in the aforementioned activity and further agree to indemnify, defend, and hold harmless the District, their officers, agents, or employees from any liability, claim, or action for damages resulting from or in any way arising out of, or in any way connected with participation in this activity.

Signature: _____ Date: _____

**APPLICATION DEADLINE
MAY 15, 2015**

ROSSMOOR COMMUNITY SERVICES DISTRICT

DATE: May 25, 2015

TO: Jim Ruth, General Manager

FROM: Emily Gingras, Recreation Superintendent

SUBJECT: Contract Services Agreement (CSA) for Fitness Classes, Boot Camps, Sports Camps and Private Instruction taking place on District Property.

BACKGROUND:

With the rise in popularity of boot camp style fitness classes, more instructors and personal trainers have stepped onto parks to offer their services for compensation. Trainers avoid high lease fees and insurance requirements by utilizing public spaces. Boot camp styles classes cause significant wear and tear to parks and are an inconvenience to staff and other park users. Large, heavy equipment such as tires and ropes are damaging public facilities and interfering with the publics' enjoyment of those open spaces. Maintenance of District Property has also been adjusted during times of use by fitness groups.

Additionally, some fitness classes are being held before and/or after park hours. Concerns have also been raised regarding businesses making large profits on District Property without compensation to the District and liability risks without proof of insurance being provided. More recently, children's boot camp classes are now being conducted after school in District parks adding to the decline of green space combined with the drought.

SUMMARY:

In an effort to reduce the wear and tear on District Property and allow for the publics' enjoyment of these facilities, District staff has drafted a Contract Services Agreement (CSA) that would allow the group to enter into an agreement with the District to provide services to the community. The CSA would allow for some classes to continue to exist, but also restrict use of District Property by fitness classes, boot camps and/or sports camps. The agreement has been reviewed by the District's Legal Counsel. The agreement spells out restrictions on park use, heavy fitness equipment, compensation to the District equal to a 75/25% split, insurance requirements, as well as indemnification and hold harmless agreements.

With the adoption of Ordinances for use of the District Property, District staff has ordered new RCSD rules signage to be displayed throughout the park. The

signs can be a reference point for staff and Sheriff Deputies to inform violators of RCSD rules. Should the group(s) choose to ignore District policy, a Cease and Desist letter will be given to the instructor. The next step would be for the Sheriff to issue a citation which is considered a misdemeanor.

It is the District's goal to continue to allow for fitness classes and boot camps as a service to the community, however, limitations on these types of classes would enhance the publics' enjoyment of these spaces and wear and tear on facilities.

ATTACHMENTS:

1. Contract Services Agreement
2. Use of District Parks—Boot Camp Classes

ROSSMOOR COMMUNITY SERVICES DISTRICT
CONTRACT SERVICES AGREEMENT
FOR INSTRUCTIONAL SERVICES—OUTDOOR FITNESS PROGRAMS

This Contract Services Agreement (“Agreement”) is made and entered into the (1st, etc.) day of _____ Month _____ Year _____ by and between Rossmoor Community Services District (“DISTRICT”), and _____ (“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.

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 for the provision and administration of an outdoor fitness program, and related activities subject to approval by the 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. CONTRACTOR shall be responsible for offering, scheduling, and conducting all of the outdoor fitness program activities set forth in Exhibit "B" Schedule of Use attached hereto by reference.
- 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 CONTRACTOR personnel are not allowed to distribute and/or sell personal items or equipment.

2. AGREEMENT

- 2.1 DISTRICT grants the CONTRACTOR a non-exclusive license ("License") to utilize 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 & TERMINATION

- 3.1 The operating term of this License shall be from ----- to ----- and may be terminated by DISTRICT upon giving 30 days written notice to CONTRACTOR.
- 3.2 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.
- 3.3 **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 fitness class(es) 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.

4.4 **Performance to Satisfaction of DISTRICT.** CONTRACTOR agrees to perform all work to the satisfaction of DISTRICT within the time specified. If DISTRICT reasonably determines that the work is not satisfactory, DISTRICT shall have the right to take appropriate action, including but not limited to: (i) meeting with CONTRACTOR to review the quality of the work and resolve matters of concern; (ii) requiring CONTRACTOR to repeat unsatisfactory work at no additional charge until it is satisfactory; (iii) suspending the delivery of work to

CONTRACTOR for an indefinite time; (iv) withholding payment; and (v) terminating this Agreement as set forth in Section 3.2 of this agreement.

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

5. **COMPENSATION:** CONTRACTOR shall receive compensation for Services rendered under this Agreement as follows:

- a) CONTRACTOR shall provide the Services at rates as stated on a rate schedule provided by the CONTRACTOR which shall be charged to each individual participating in fitness classes. CONTRACTOR shall be solely responsible for imposing and collecting all fees charged for the Services in accordance with this Agreement.
- b) On a monthly basis throughout the term of this Agreement, CONTRACTOR shall submit to DISTRICT a written statement which sets forth, in detail, the following: (i) the date and time of each fitness class performed; (ii) the corresponding fee imposed and collected for each class; (iii) the total amount of fees imposed and collected during the time period of the applicable statement.
- c) CONTRACTOR shall retain as the entire amount of compensation for all Services performed under this Agreement an amount equal to 75% of the total fees imposed and collected during the time period of the applicable statement. CONTRACTOR shall not be entitled to expense reimbursements nor any other amounts in connection with performance of this Agreement.
- d) At the time of submission of each written statement as required herein, CONTRACTOR shall remit payment to the DISTRICT in readily available funds, an amount equal to 25% of the total fees imposed and collected during the time period of the applicable statement including amounts CONTRACTOR is required to pay under Section 5(b) and (c).
- e) CONTRACTOR shall not be reimbursed for any expenses unless authorized in writing by DISTRICT.
- f) DISTRICT shall conduct a weekly inspection of all fitness classes conducted and compare to CONTRACTOR'S submission under 5(b).

5.1 Class discounts (e.g., Groupon, Living Social, etc) will not be considered when collecting fees from CONTRACTOR.

- 5.2 CONTRACTOR shall be responsible for registration of participants, fee collection, refund processing, and marketing for all classes and programs. Any and all fees collected by CONTRACTOR for the above programs shall be paid monthly to DISTRICT. CONTRACTOR shall be responsible for collecting all fees (including the non-resident fee) from class participants registering on-site. DISTRICT will reduce payment for class compensation to recover fees failed to be collected and submitted.
- 5.3 **Class Demonstrations.** The DISTRICT has the right to request each CONTRACTOR provide a one (1) hour free demonstration or instructional class per quarter at no charge. Demonstration or instructional class may be scheduled at any DISTRICT location.

6. INDEPENDENT CONTRACTOR

- 6.1 CONTRACTOR shall perform all services required herein as an independent contractor of DISTRICT and shall remain at all times a wholly independent contractor of the District. 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. CONTRACTOR shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of DISTRICT. Neither 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. 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 PREMISES

- 7.1 **Schedule of Use.** CONTRACTOR shall comply with the Schedule of Use attached in Exhibit B. District reserves the right to use, sublease, or license the Premises 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.

7.2 No Unlawful Uses. CONTRACTOR shall only be permitted to use the Premises for instructional service activities and programs and CONTRACTOR agrees not to use the Premises for any immoral or unlawful purpose.

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, regulation or order of court that may be applicable to the use the Premises.

8. HOURS OF USE

8.1 CONTRACTOR agrees to use the facility in accordance with Exhibit B Schedule of Use.

8.2 Requests for additional hours of use may be granted with written approval from the DISTRICT within 30 days of scheduled event.

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 attorneys fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in any way connected with fitness classes and/or CONTRACTOR'S use of District property hereunder or CONTRACTOR'S failure to comply with any of its obligations continued in this Agreement, regardless of DISTRICT'S passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of the DISTRICT. Should DISTRICT in its sole discretion find CONTRACTOR'S legal counsel unacceptable, then CONTRACTOR shall reimburse the District its costs of defense, including without limitation reasonable attorneys fees, expert fees and all other

costs and fees of litigation. The 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 law 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 the following insurance policies:

10.1 Workers Compensations Insurance As Required By Law.

CONTRACTOR shall require all subcontractors similarly to provide such Workers Compensation insurance for their respective employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the District at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against the DISTRICT, its officers, agents, employees, and volunteers for losses arising from work performed by the CONTRACTOR for District.

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) 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 one million dollars (\$1,000,000) 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, canceled, 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 CONTRACTORS providing services, or potentially providing services, to persons under 18 years of age, may be required to be fingerprinted by the Orange County Sheriff Police Department's "Live Scan, Department of Justice" system.

12. MISCELLANEOUS

- 12.1 **Entire Agreement.** This Agreement, dated _____ 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 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 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: _____

Name & title: _____

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
Outdoor Fitness Programs**

I. CLASSES OFFERED

A. CONTRACTOR agrees to the following:

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

1. _____
2. _____
3. _____

B. CONTRACTOR agrees to charge the following amount per participant, per class and maintain and provide the District with a sign-in sheet for participants:

1. _____
2. _____
3. _____

C. 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:

1. _____
2. _____
3. _____

II. USE OF DISTRICT PROPERTY

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

A. Equipment is not to exceed 25 lbs

- B. Park equipment and installations may not be used for exercise activity except for equipment designed for exercising. These include but are not limited to light poles, drinking fountains, bleachers, picnic tables, benches, railings, chain link fencing, trees, freestanding signs, bike racks, and barbeque grills. Adults may not exercise on playground equipment.
- C. Walkways, sidewalks and any public shared access areas may not be blocked or used by fitness classes.
- D. Temporary marking of hard surfaces with chalk or other informative materials including spray chalk for grass is prohibited.
- E. No music whatsoever (includes boom boxes, ipod docks, etc)
- F. Childcare offered during fitness classes shall not take place on District playgrounds. CONTRACTOR has the option of utilizing available facilities and paying established fees.

III. PARTICIPANT WAIVER

The following language shall be inserted above the participant'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 [insert name of class] from whatever cause, including the active or passive negligence of the District or any other participants in the [name of class]. 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 [name of class], I hereby agree, for myself, my heirs, administrator, executors and assigns, that I shall defend, indemnify and hold harmless the District from any and all claims, demands, actions or suits arising out of or in connection with my and/or my child's participation in the [class].

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 Outdoor Fitness Programs

I. HOURS OF USE

- A. CONTRACTOR will utilize permitted areas in Rush Park on the following days/times
 -

- B. CONTRACTOR will utilize permitted areas in Rossmoor Park on the following days/times
 -

- C. Requests for use on Wednesday's during lawn care maintenance will not be permitted

- D. Requests for class(es) shall be accordance with parks hours (7:00 am to 10:00pm)

- E. Requests for additional dates and/or hours of use shall be submitted within 30 days of request. Additional requests may require authorization by the General Manager and/or approval of the Board.

HERE'S the SCOOP JOIN THE FUN

PRICING IS BASED ON A 4 WEEK SESSION

UNLIMITED HAPPY HOUR FIT CLUB
HHFC EVERYDAY OF THE WEEK \$165

CLASS THREE DAYS A WEEK

HHFC 3 DAYS A WEEK \$135
1 KID \$165
2 KIDS \$190
3 KIDS \$205
4 KIDS \$215

CLASS TWO DAYS A WEEK

HHFC 2 DAYS A WEEK \$105
1 KID \$130
2 KIDS \$145
3 KIDS \$160
4 KIDS \$165

CLASS ONE DAY A WEEK

HHFC 1 DAY A WEEK \$65
1 KID \$75
2 KIDS \$85
3 KIDS \$90
4 KIDS \$95

LITTLE ONES

THE KIDDOS WILL BE TAKEN CARE OF BY THE BEST OF THE BEST - IN A SAFE AND LOVING ENVIRONMENT. AS A MOM MYSELF, I GUARANTEE IT! THE WOMEN ARE MOMS JUST LIKE YOU! YOUR CHILD WILL SEE THE SAME HAPPY FACES EVERY CLASS. THIS ENABLES HIM OR HER TO DEVELOP AN ONGOING RELATIONSHIP AND MAKES FOR AN EASY TRANSITION! KIDS ENJOY SONGS, CRAFTS, FUN KID GAMES (I.E. DUCK, DUCK, GOOSE) SPORTS, FREE PLAY AND STORY TIME!

\$17 PER CLASS CHILDCARE \$3 PER CLASS!

PRE PAY FOR 3 MONTHS \$30 DISCOUNT
PAY MONTHLY CASH \$10 DISCOUNT

*DISCOUNTS NOT AVAILABLE FOR ONE DAY A WEEK

M	T	W	TH	F	S
monday	tuesday	wednesday	thursday	friday	saturday
RUSH PARK	RUSH PARK	RUSH PARK	RUSH PARK	ROSSMOOR PARK	ULTIMATE FRISBEE
*5:45 A.M.		*5:45 A.M.		5:45 A.M.	EVERY SATURDAY
8:45 A.M.	8:45 A.M.	8:45 A.M.	8:45 A.M.	8:45 A.M.	8:15 A.M.
10:00 A.M.	5-6 P.M.	10:00 A.M.		10:00 A.M.	RUSH PARK
					<i>1:45 P.M. - Kids Bootcamp.</i>

RUSH PARK 3021 BLUME DRIVE ROSSMOOR, CA 90720
*ROSSMOOR PARK 3232 HEDWIG RD, ROSSMOOR, CA 90720

YOUR FIRST CLASS IS ALWAYS



REMEMBER TO BRING WATER RESISTANT BAND AND A MAT ARRIVE 15 MINUTES EARLY TO FILL OUT PAPERWORK SEE YOU SOON!

C // 562 666 9760 W // HAPPYHOURFITCLUB.COM



E // KERRIE@HAPPYHOURFITCLUB.COM



Choice! IN SEAL BEACH, LOS ALAMITOS AND ROSSMOOR