

ROSSMOOR

COMMUNITY SERVICES DISTRICT



Regular Meeting of the Board
Agenda Package

SEPTEMBER 8, 2026

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

REGULAR MEETING

RUSH PARK
Auditorium
3021 Blume Drive
Rossmoor, California 90720

Tuesday, September 8, 2026

7:00 p.m.

PUBLIC PARTICIPATION

Please be advised that the public can observe the meeting live on YouTube using the following link:

<https://youtu.be/xNrQVDEhnmM> The name is **Rossmoor CSD**.

This Board meeting will take place in person. Additionally, members of the public who wish to make a written comment on a specific agenda item, may submit a written comment via email to the District Secretary at RCSD@rossmoor-csd.org. Comments received by 3:00 p.m., on the date of the meeting will be provided to the Board of Directors, made available to the public, and will be a part of the meeting record.

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 on the agenda. To speak on an item if physically present at the meeting, 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 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, CA 90720; 9:00 a.m. – 5:00 p.m., Monday-Friday. The Agenda is available online at: <http://www.rossmoor-csd.org>. Meetings may also be viewed on YouTube.com or by using the YouTube icon on the RCSD website and <http://www.rossmoor-csd.org>.

A. ORGANIZATION

- | | |
|-------------------------|---|
| 1. CALL TO ORDER: | 7:00 p.m. |
| 2. ROLL CALL: | Directors Searles, DeMarco, Maynard, Zinser and President Shade |
| 3. PLEDGE OF ALLEGIANCE | Director Zinser |

4. PRESENTATIONS:

- a. ORANGE COUNTY SHERIFF'S DEPARTMENT CAPTAIN MATT TIMMINS WILL PRESENT AN OVERVIEW OF QUARTERLY CRIME STATISTICS IN ROSSMOOR.

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. Speakers are limited to three (3) minutes per item with nine (9) minutes cumulative for the entire meeting.

D. REPORTS TO THE BOARD

REPORT ON THE URBAN FOREST – DISTRICT ARBORIST MARY KINGMAN

E. CONSENT CALENDAR

1. MINUTES:

- a. Regular District Board Meeting of August 11, 2026

2. JULY 2026 REVENUE AND EXPENDITURE REPORTS AND AUGUST 2026 WARRANTS

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. REGULAR CALENDAR

1. DISCUSSION AND POSSIBLE ACTION RE: AMENDING THE DISTRICT'S PROFESSIONAL SERVICES AGREEMENT WITH INTERWEST CONSULTING GROUP TO ADD ADDITIONAL WORK RELATED TO THE POURED-IN-PLACE PROJECT AT RUSH PARK AND THE DISTRICT'S CAPITAL IMPROVEMENT PROGRAM
2. DISCUSSION AND POSSIBLE ACTION RE: AMENDING THE DISTRICT'S PROFESSIONAL SERVICES AGREEMENT WITH DISTRICT AUDITORS NIGRO & NIGRO, PC
3. DISCUSSION AND ACTION RE: AUTHORIZING THE GENERAL MANAGER TO ENTER INTO AN UPDATED CONTRACT WITH HAPPY HOUR FIT CLUB
4. APPROVAL OF THE SECOND READING OF REVISIONS TO POLICY No. 3035 INVESTMENT OF DISTRICT FUNDS
5. APPROVAL OF THE SECOND READING OF REVISIONS TO POLICY Nos. 5010 (BOARD/COMMITTEE MEETINGS) AND 5030 (COMMITTEES OF THE BOARD OF DIRECTORS) TO DESIGNATE ALTERNATES FOR EACH COMMITTEE
6. APPROVAL OF THE FIRST READING OF REVISIONS TO POLICY No. 6050 (FACILITIES: TENNIS AND PICKLEBALL COURTS) REGARDING: 1) WALK-ON COURT USE BY NON-RESIDENTS FOR PICKLEBALL AND TENNIS, RESERVATION REQUIREMENTS, AND RESIDENCY VERIFICATION; 2) MAINTAINENCE OF CLEAR BUFFER ZONES AT THE DISTRICT'S TENNIS AND PICKLEBALL COURTS; 3) CLARIFICATION OF UNAUTHORIZED TENNIS AND PICKLEBALL INSTRUCTION ON ROSSMOOR COURTS; AND 4) CLARIFICATION OF SAME-DAY RESERVATION RULES.
7. RESOLUTION NO. 26-09-08-01 REJECTION OF GOVERNMENT CLAIM
8. REQUEST FOR APPROVAL FOR THE GENERAL MANAGER TO ATTEND THE ANNUAL ICMA CONFERENCE IN LONG BEACH, CALIFORNIA AND TO APPROVE COVERING RELATED EXPENSES
9. DISCUSSION AND POSSIBLE ACTION RE: REVISING REGULAR BOARD MEETING DATES

H. 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.

I. BOARD MEMBER ITEMS

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

J. CLOSED SESSION

Public Comment: Members of the public are welcome to address the Board of Directors, at this time, only on those items on the Closed Session agenda.

K. GENERAL COUNSEL ITEMS

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

L. 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 website at www.rossmoor-csd.org.

CERTIFICATION OF POSTING

I hereby certify that the attached Agenda for the September 8, 2026, 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:



SHARON LANDERS
General Manager

Date



9/4/26

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM A-4a

Date: September 8, 2026

To: Honorable Board of Directors

From: General Manager Sharon Landers

Subject: ORANGE COUNTY SHERIFF'S DEPARTMENT - CAPTAIN MATTHEW TIMMINS PRESENTS COMMUNITY SAFETY UPDATE.

RECOMMENDATION

It is recommended that the Rossmoor Community Services District (RCSD) Board of Directors review and discuss the information provided by OC Sheriff's Captain Matthew Timmins.

ATTACHMENTS

None.

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM D-1

Date: September 8, 2026

To: Honorable Board of Directors

From: General Manager Sharon Landers
Initiated by District Arborist Mary Kingman

Subject: REPORT ON THE URBAN FOREST – DISTRICT ARBORIST MARY KINGMAN

RECOMMENDATION

It is recommended that the Rossmoor Community Services District (RCSD) Board of Directors receive and file this presentation.

INFORMATION

This report provides the RCSD Board of Directors with an overview of the Urban Forest and work being performed in the maintenance and preservation of the trees within the parks and parkways of Rossmoor.

ATTACHMENTS

1. Report on the Urban Forest

**RCSD TREE DEPARTMENT
REPORT ON THE URBAN FOREST
September 8, 2026**

Tree data March 31, 2026 – August 31, 2026:

- **131** trees were pruned by District contractors.
- **0** trees were planted in Rossmoor parkways and parks.
- **30** trees were removed from Rossmoor parkways and parks.
- **0** unauthorized trimming or removal citations were issued.
- **10** limb failures occurred. Seven of those due to summer branch drop during hot weather in June and July.
- **0** complete tree failures occurred.
- **1** tree-related property damage claims were filed with the District.
- **158** resident service requests were responded to.

At the time of this report, there are **5,239** trees planted in Rossmoor parks and parkways, valued at **\$19,511,560.00**.

The arborist and tree department staff will continue to promote, protect, and maintain a healthy urban forest in Rossmoor. The following practices are implemented as part of the District's Urban Forestry program.

Planting Trees

- Trees are planted in available vacant parkways and park sites.
- The tree species list features a diverse selection of trees that will thrive in our changing climate.
- Residents are encouraged to take part in the tree selection process.

Caring for Trees

- All trees are pruned on a 4-year grid cycle, with supplemental pruning done as needed.
- The arborist and staff perform structural and clearance pruning as needed.
- Hazardous tree conditions are promptly responded to.
- Tree support stakes are installed or removed as needed.
- Regular watering of newly planted and water-stressed trees.
- Integrated Pest Management is implemented when necessary.

Monitoring Trees

- Trees are regularly assessed and monitored for health, maintenance, and safety. All trees are inspected by the arborist at least once every 4 months.
- Resident service requests are responded to in a timely manner.

Protecting Trees

- RCSD Tree Policy 3080 is followed by the District Arborist when responding to resident requests for pruning, removals, or plantings.
- Violations of Policy 3080 are addressed accordingly.

Signature Wall

- The Arborist Performs systematic inspections of signature perimeter walls to identify, mitigate, and remedy structural or safety violations caused by invasive roots or vegetative growth.

Educating the Public

- Homeowner welcome/information packets are distributed to new residents.
- The RCSD website is updated with Tree Department information and policies.
- An annual Arbor Day event is hosted by the RCSD. The 2026 event was held on April 10, 2026, at Rossmoor Park.

Other Environmental Projects

- The Rush Park Butterfly Garden is enjoyed by residents and park patrons of all ages as they observe and learn about the life cycle of monarch butterflies.
- A butterfly garden was installed at Rossmoor Park as part of an Eagle Scout project for a Rossmoor Scout.
- Free mulch is available to residents on the second and fourth Friday of each month in the yard adjacent to Kempton Park on Silver Fox Rd.

Urban Forest Report 2026 Totals

Month	Safety Pruning OCPW	Grid Pruning	Off-Grid Pruning	Tree Planting	Tree Citation	Parkway Tree Removal	Young Tree Removal	Park Tree Removal	Driveway Permit Removal	Resident Service Request
Jan-26			8	50						21
Feb-26				45	2		1		1	29
Mar-26			13	18		15				24
Apr-26			5							23
May-26			13				2	1		24
Jun-26			1							30
Jul-26			3			20	1	2	1	37
Aug-26			109				1	3		44
Sep-26										
Oct-26										
Nov-26										
Dec-26										
	0	0	152	113	2	35	5	6	2	232

Vacant Sites August, 2026

Fall 2026 Plant List	65
Hardscape/shrubs	15
Construction Hold	9
	89

Service Requests

Health of tree - inspect	27
Pruning request	26
Removal request	19
Arborist inquiry	18
Tree planting	16
Stakes	13
Limb failure	10
Aphids/Sap	4
Roots	3
Sewer issues	3
Removal inquiry	3
Pruning inquiry	3
Car hit tree	2
Roots/sidewalk	2
Tree limb claim	1
Wall letter response	1
Curb cracking	1
Damaged tree	1
Debris left from removal	1
Tree litter complaint	1
Driveway question	1
Citation response	1
Memorial tree	1
Grand Total	158

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM E-1(a)

Date: September 8, 2026

To: Honorable Board of Directors

From: General Manager Sharon Landers
Executive Assistant Carolyn Whang

Subject: MINUTES: REGULAR RCSD BOARD MEETING OF AUGUST 11, 2026

RECOMMENDATION

It is recommended that the Rossmoor Community Services District (RCSD) Board of Directors approve the Minutes of the following meetings as prepared by the Board's Secretary/General Manager.

- a. Regular RCSD Board Meeting of August 11, 2026

INFORMATION

The Minutes reflect the actions of the RCSD Board at its Regular meeting of August 11, 2026.

ATTACHMENTS

- 1. DRAFT Minutes – Regular RCSD Board Meeting of August 11, 2026



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

REGULAR MEETING

RUSH PARK
Auditorium
3021 Blume Drive
Rossmoor, California 90720

Tuesday, August 11, 2026

A. ORGANIZATION

1. CALL TO ORDER: 7:02 p.m.

2. ROLL CALL:

Present: Directors Searles, DeMarco, Maynard and President Shade

3. FLAG SALUTE: Troop 658

4. PRESENTATIONS:

NONE.

B. ADDITIONS TO AGENDA - None

C. PUBLIC FORUM

Marian Last spoke regarding the RHA's goal to contribute up to \$25,000 to RCSD this fiscal year.

Susan Kaplan spoke in opposition of the appointment process for filling the Board vacancy.

Robert Kaplan spoke in opposition of the appointment process for filling the Board vacancy.

At this point in the meeting, Director DeMarco asked for clarification on the order of the agenda. GM Landers responded with the proposed cadence of the meeting and the purpose of having the candidate interviews before the budget discussion.

D. REPORTS TO THE BOARD

None.

E. CONSENT CALENDAR

1. MINUTES:

- a. Regular RCSD Board Meeting of July 14, 2026
- b. Special RCSD Board Meeting of July 28, 2026

2. MAY 2026 REVENUE AND EXPENDITURE REPORTS AND JUNE 2026 WARRANTS

A motion was made by President Shade to approve the Consent Calendar as presented, second by Director Searles.

Motion passed unanimously with 4 ayes with the following roll call vote:

Ayes: Directors DeMarco, Maynard, Searles and President Shade

Noes:

Abstain:

Absent:

F. REGULAR CALENDAR

REVIEW OF QUALIFIED CANDIDATES FOR AND APPOINTMENT OF ONE CANDIDATE TO FILL A VACANT SEAT ON THE ROSSMOOR COMMUNITY SERVICES DISTRICT BOARD OF DIRECTORS

GM Landers presented the staff report, noting that the vacancy occurred on July 12, 2026 and that the District is within the mandatory 60-day statutory window to make an appointment pursuant to California Government Code Section 1780. Staff confirmed that the Notice of Vacancy was publicly posted for the required 15 days and that all six (6) applicants were verified as registered voters residing within the District boundaries. The Board President announced that the interview order was determined via a random drawing.

The Board of Directors conducted public interviews of the following six (6) candidates in open session. Each candidate was provided up to two minutes for an opening statement, and was asked questions regarding District infrastructure, contract oversight, and governance, and given two minutes for a closing statement.

1. Konya Vivanti
2. Loree Swanenberg
3. Scott Yabroff
4. Jody Roubanis
5. Andrew Zinser
6. Matt Anderson

President Shade opened the floor for public comment on this item and the following residents spoke briefly, or provided written comment, on behalf of a candidate:

John Coates, Mari Barke, Lori Tanner, Claudia Shoop, Donna Maguire, the Benedict Family, the Carson Family, Lori Hilton, Robin Itsler, Dana Bohler and Maureen Wauters.

Resident Michele Fieldson provided written comment in opposition to the appointment process for filling the Board vacancy.

Seeing no further public comment, the President Shade closed public comment.

The Board of Directors openly deliberated on the qualifications of the candidates.

Director DeMarco moved, seconded by Director Maynard, to appoint Konya Vivanti to fill the vacancy on the Board of Directors for the remaining unexpired term expiring December 2028.

Motion failed with 2 ayes and 2 noes with the following roll call vote:

Ayes: Directors DeMarco and Maynard
Noes: Director Searles and President Shade
Abstain:
Absent:

Director Searles moved to appoint Loree Swanenberg, there being no second, the motion was withdrawn.

President Shade moved, seconded by Director Searles, to appoint Jody Roubanis to fill the vacancy on the Board of Directors for the remaining unexpired term expiring December 2028.

Motion failed with 2 ayes and 2 noes with the following roll call vote:

Ayes: President Shade and Director Searles

Noes: Directors DeMarco and Maynard
Abstain:
Absent:

Director Maynard moved, seconded by Director DeMarco, to appoint Andrew Zinser to fill the vacancy on the Board of Directors for the remaining unexpired term expiring December 2028.

Motion failed with 2 ayes and 2 noes with the following roll call vote:

Ayes: Directors DeMarco and Maynard Shade and Director Searles
Noes: President Shade and Director Searles
Abstain:
Absent:

Director Searles moved to appoint Scott Yabroff, there being no second, the motion was withdrawn.

Director Searles moved to appoint Matt Anderson, there being no second, the motion was withdrawn.

Director Searles moved, seconded by President Shade, to appoint Jody Roubanis to fill the vacancy on the Board of Directors for the remaining unexpired term expiring December 2028.

Motion failed with 2 ayes and 2 noes with the following roll call vote:

Ayes: President Shade and Director Searles
Noes: Directors DeMarco and Maynard
Abstain:
Absent:

Director Maynard moved, seconded by Director DeMarco, to appoint Konya Vivanti to fill the vacancy on the Board of Directors for the remaining unexpired term expiring December 2028.

Motion failed with 2 ayes and 2 noes with the following roll call vote:

Ayes: Directors DeMarco and Maynard
Noes: Director Searles and President Shade
Abstain:
Absent:

Director Maynard moved, seconded by Director DeMarco, to appoint Andrew Zinser to fill the vacancy on the Board of Directors for the remaining unexpired term expiring December 2028.

Motion failed with 2 ayes and 2 noes with the following roll call vote:

Ayes: Directors DeMarco and Maynard

Noes: Director Searles and President Shade

Abstain:

Absent:

President Shade moved, seconded by Director Searles, to appoint Jody Roubanis to fill the vacancy on the Board of Directors for the remaining unexpired term expiring December 2028.

Motion failed with 2 ayes and 2 noes with the following roll call vote:

Ayes: President Shade and Director Searles

Noes: Directors DeMarco and Maynard

Abstain:

Absent:

Director Searles moved to appoint Scott Yabroff, there being no second, the motion was withdrawn.

Director Searles moved, seconded by Director Maynard, to appoint Andrew Zinser to fill the vacancy on the Board of Directors for the remaining unexpired term expiring December 2028.

The item was approved by the following roll call vote:

Ayes: Directors DeMarco, Maynard and Searles

Noes: President Shade

Abstain:

Absent:

Motion carried 3-1. Andrew Zinser was declared provisionally appointed to the Board of Directors.

Andrew Zinser was sworn in by President Shade immediately following the vote and seated at the dais.

G. PUBLIC HEARING

1. PUBLIC HEARING - FISCAL YEAR 2026-2027 PROPOSED FINAL BUDGET FOR THE ROSSMOOR COMMUNITY SERVICES DISTRICT IMMEDIATELY FOLLOWED BY A VOTE ON RESOLUTION NO. 26-08-11-01: A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ROSSMOOR COMMUNITY SERVICES DISTRICT ESTABLISHING THE ANNUAL REVENUE AND

EXPENDITURE TOTAL AMOUNTS FOR FISCAL YEAR 2026-2027 FOR THE
ROSSMOOR COMMUNITY SERVICES DISTRICT.

GM Landers introduced the Public Hearing for the proposed final budget for Fiscal Year 2026-2027. District Financial Consultant Josh Byerrum reviewed the proposed changes with the Board.

Director Searles moved, seconded by President Shade to approve the third reading of the proposed final budget for the Rossmoor Community Services District for Fiscal Year 2026-2027.

Director Maynard suggested the motion be amended to reduce the legal budget by \$15,000 and to suspend payment of deferred comp to all participating employees except for the General Manager.

After discussion, Director Searles and President Shade accepted the amendment to the motion to reduce the legal budget by \$15,000. The deferred compensation item remained unchanged from the proposed final budget.

The amended item and Resolution was approved by the following roll call vote:

Ayes: Directors Searles, Zinser and President Shade

Noes: Directors DeMarco and Maynard

Abstain:

Absent:

Motion carried 3-2 approving the Fiscal Year 2026-2027 Budget.

H. GENERAL MANAGER ITEMS

Due to the late hour, GM Landers opted to forego her oral report on recent and future events which included various meetings, festivals and projects.

I. BOARD MEMBER ITEMS

All Directors thanked the community and the candidates for their participation.

J. CLOSED SESSION

None.

K. ADJOURNMENT

President Shade adjourned the meeting at 10:31 p.m.

ATTEST:

BOARD OF DIRECTORS
ROSSMOOR COMMUNITY SERVICES DISTRICT

Jo Shade, President

Sharon L. Landers, Secretary
Rossmoor Community Services District

APPROVED:

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM E-2

Date: September 8, 2026
To: Honorable Board of Directors
From: General Manager Sharon Landers
Subject: JULY 2026 REVENUE AND EXPENDITURE REPORTS AND AUGUST 2026 WARRANTS

RECOMMENDATION

It is recommended that the Rossmoor Community Services District (RCSD) Board of Directors approve the Revenue and Expenditure Report for July 2026 and the August 2026 Warrants.

INFORMATION

The Revenue and Expenditure Report is submitted monthly and represents the District's unaudited year-to-date revenue and expenses.

ATTACHMENTS

1. Revenue and Expenditure Report for the month of July 2026
2. Explanation of Significant Variances from budgeted amounts
3. August 2026 Warrants and Credit Card Statement

	Original Budget	Current Month	YTD	YTD Var	YTD % Bud
Revenues:					
Property taxes	\$ 1,464,200	\$ 20,503	\$ 20,503	\$ (1,443,697)	1.40%
Street light assessments	512,600	7,125	7,125	(505,475)	1.39%
Interest on investments	35,000	-	-	(35,000)	0.00%
From other governmental agencies	88,000	-	-	(88,000)	0.00%
Permit and rental fees	311,700	18,476	18,476	(293,224)	5.93%
Misc./Sponsorships	60,000	3,259	3,259	(56,741)	5.43%
Total Revenues	<u>2,471,500</u>	<u>49,363</u>	<u>49,363</u>	<u>(2,422,137)</u>	<u>2.00%</u>
Expenditures:					
Administration	1,402,100	149,945	149,945	(1,252,155)	10.69%
Recreation	87,500	5,434	5,434	(82,066)	6.21%
Rossmoor park	164,690	9,209	9,209	(155,481)	5.59%
Montecito center	38,200	747	747	(37,453)	1.96%
Rush park	162,970	10,257	10,257	(152,713)	6.29%
Street lighting	128,100	10,838	10,838	(117,262)	8.46%
Street sweeping	88,000	6,970	6,970	(81,030)	7.92%
Parkway trees	206,530	163	163	(206,367)	0.08%
Mini-parks and medians	20,940	1,856	1,856	(19,084)	8.87%
Total Expenditures	<u>2,299,030</u>	<u>195,418</u>	<u>195,418</u>	<u>(2,103,612)</u>	<u>8.50%</u>
Changes in fund balance	172,470	<u>\$ (146,055)</u>	(146,055)	<u>\$ (4,525,749)</u>	
Fund balance:					
Beginning of year	<u>2,122,870</u>		<u>2,122,870</u>		
End of period	<u>2,295,340</u>		<u>1,976,815</u>		
Cash Balances at 05/31/26:					
Checking			157,345		
LAIF			<u>2,406,310</u>		
Total			<u>2,563,655</u>		

09/02/26
11:43:04

ROSSMOOR COMMUNITY SERVICES DISTRICT
Statement of Revenue Budget vs Actuals
For the Accounting Period: 7 / 26

Page: 1 of 2
Report ID: B110

10 General Fund

Account	Received		Estimated Revenue	Revenue		% Received
	Current Month	Received YTD		To Be Received		
3000 Property Tax						
3001 Current Secure Property Tax	14,957.04	14,957.04	1,348,400.00	1,333,442.96		1 %
3002 Current Unsecured Prop Tax	0.00	0.00	44,400.00	44,400.00		0 %
3003 Prior Secured property Tax	448.58	448.58	8,500.00	8,051.42		5 %
3004 Prior Unsecured Property Tax	0.00	0.00	500.00	500.00		0 %
3005 Delinquent Property Taxes	194.34	194.34	2,600.00	2,405.66		7 %
3006 Current Supplemental Assessment	2,804.80	2,804.80	31,400.00	28,595.20		9 %
3007 Prior supplemental assessment	2,041.86	2,041.86	2,400.00	358.14		85 %
3008 Public Utility Tax	56.20	56.20	20,600.00	20,543.80		0 %
3009 State Homeowners prop. Tax Relief	0.00	0.00	5,400.00	5,400.00		0 %
Account Group Total:	20,502.82	20,502.82	1,464,200.00	1,443,697.18		1 %
3100						
3101 Street light assessments	7,125.06	7,125.06	512,600.00	505,474.94		1 %
Account Group Total:	7,125.06	7,125.06	512,600.00	505,474.94		1 %
3200						
3201 Interest on Investments	0.00	0.00	35,000.00	35,000.00		0 %
Account Group Total:	0.00	0.00	35,000.00	35,000.00		0 %
3300 INTERGOVERNMENTAL REVENUE						
3304 County street sweep reimbursement	0.00	0.00	88,000.00	88,000.00		0 %
Account Group Total:	0.00	0.00	88,000.00	88,000.00		0 %
3400 RENTAL & PERMITS						
3401 Tennis Courts Reservations	2,616.50	2,616.50	23,200.00	20,583.50		11 %
3402 Tennis Instructor Private Lessons	1,580.75	1,580.75	19,800.00	18,219.25		8 %
3405 Rossmoor Park Ball Field Reservations	26.50	26.50	14,900.00	14,873.50		0 %
3406 Rush Park Ball field reservations	76.68	76.68	13,800.00	13,723.32		1 %
3407 Pickleball Reservation	5,065.50	5,065.50	56,800.00	51,734.50		9 %
3408 Pickleball Instructor Private Lessons	49.50	49.50	1,400.00	1,350.50		4 %
3411 Signature Wall Banner Rental	66.00	66.00	300.00	234.00		22 %
3421 Tree Revenue	300.00	300.00	5,000.00	4,700.00		6 %
3422 Tree Violation Fines	0.00	0.00	300.00	300.00		0 %
3431 Rossmoor Building Rental	715.00	715.00	6,000.00	5,285.00		12 %
3432 Rossmoor Park Picnic Site	487.50	487.50	4,200.00	3,712.50		12 %
3441 Montecito Building Rental	1,644.08	1,644.08	48,300.00	46,655.92		3 %
3451 Rush Building Rental	5,260.24	5,260.24	108,500.00	103,239.76		5 %
3452 Rush Park Picnic Site	587.75	587.75	8,000.00	7,412.25		7 %
3453 Rush Park Kitchen	0.00	0.00	1,200.00	1,200.00		0 %
Account Group Total:	18,476.00	18,476.00	311,700.00	293,224.00		6 %
3500						
3501 MISC REVENUE	2,509.00	2,509.00	35,000.00	32,491.00		7 %
3502 Sponsorships	750.00	750.00	25,000.00	24,250.00		3 %
Account Group Total:	3,259.00	3,259.00	60,000.00	56,741.00		5 %
Fund Total:	49,362.88	49,362.88	2,471,500.00	2,422,137.12		2 %

Grand Total:	49,362.88	49,362.88	2,471,500.00	2,422,137.12	2 %
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09/02/26
11:42:01

ROSSMOOR COMMUNITY SERVICES DISTRICT
Statement of Expenditure - Budget vs. Actual Report
For the Accounting Period: 7 / 26

Page: 1 of 3
Report ID: B100

10 General Fund

Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Commit
5000							
5010	Administration						
4000	Board of Directors Compensatn	1,000.00	1,000.00	11,000.00	11,000.00	10,000.00	9 %
4002	Salaries - Part-time	4,530.00	4,530.00	0.00	0.00	-4,530.00	%
4003	Overtime	1,439.83	1,439.83	12,400.00	12,400.00	10,960.17	12 %
4004		0.00	0.00	79,500.00	79,500.00	79,500.00	%
4005	Salaries - Event Attendant	242.19	242.19	3,700.00	3,700.00	3,457.81	7 %
4006	SALARIES - ADMINISTRATION	27,488.05	27,488.05	336,900.00	336,900.00	309,411.95	8 %
4007	VEHICLE ALLOWANCE (MILEAGE	132.59	132.59	3,300.00	3,300.00	3,167.41	4 %
4008	SALARIES - PARK AND RECREATION	19,976.78	19,976.78	232,700.00	232,700.00	212,723.22	9 %
4009	SALARIES - Park /TREE	5,599.13	5,599.13	65,200.00	65,200.00	59,600.87	9 %
4010	Workers Compensation Insurance	0.00	0.00	11,900.00	11,900.00	11,900.00	%
4011	Medical Insurance	10,191.35	10,191.35	110,800.00	110,800.00	100,608.65	9 %
4015	Federal Payroll Tax -FICA	4,635.25	4,635.25	59,200.00	59,200.00	54,564.75	8 %
4019	Deferred Comp - ER Match	2,465.80	2,465.80	22,200.00	22,200.00	19,734.20	11 %
5002	Insurance - Liability	16,417.00	16,417.00	70,100.00	70,100.00	53,683.00	23 %
5004	Memberships and Dues	3,854.19	3,854.19	12,900.00	12,900.00	9,045.81	30 %
5006	Travel & Meetings	0.00	0.00	8,400.00	8,400.00	8,400.00	%
5007	Televised Meeting Costs	0.00	0.00	14,000.00	14,000.00	14,000.00	%
5008	Gasoline	826.28	826.28	5,900.00	5,900.00	5,073.72	14 %
5010	Publications & Legal Notices	135.00	135.00	8,700.00	8,700.00	8,565.00	2 %
5012	Printing	118.77	118.77	4,600.00	4,600.00	4,481.23	3 %
5014	Postage	156.00	156.00	2,300.00	2,300.00	2,144.00	7 %
5016	Office & Meeting Supplies	2,115.67	2,115.67	17,200.00	17,200.00	15,084.33	12 %
5018	Janitorial Supplies	2,838.32	2,838.32	22,800.00	22,800.00	19,961.68	12 %
5020	Telephone	1,240.95	1,240.95	15,800.00	15,800.00	14,559.05	8 %
5021	Computer/Email/Server Costs	4,361.55	4,361.55	9,800.00	9,800.00	5,438.45	45 %
5030	Vehicle Maintenance	250.00	250.00	8,000.00	8,000.00	7,750.00	3 %
5032	Building & Grounds-Maintenance	11,271.38	11,271.38	37,500.00	37,500.00	26,228.62	30 %
5045	Miscellaneous Expenditures	671.80	671.80	23,000.00	23,000.00	22,328.20	3 %
5046	Bank Service Charge	650.61	650.61	4,600.00	4,600.00	3,949.39	14 %
5050	Elections	0.00	0.00	15,000.00	15,000.00	15,000.00	%
5610	Legal Services	2,562.50	2,562.50	36,700.00	36,700.00	34,137.50	7 %
5615	Financial Audit-Consulting	0.00	0.00	20,000.00	20,000.00	20,000.00	%
5620	Outsource Financial Consultant	0.00	0.00	53,000.00	53,000.00	53,000.00	%
5670	Other Professional Services	893.88	893.88	63,000.00	63,000.00	62,106.12	1 %
6005	Buildings and Improvements	23,880.00	23,880.00	0.00	0.00	-23,880.00	%
	Account Total:	149,944.87	149,944.87	1,402,100.00	1,402,100.00	1,252,155.13	11 %
5020	Recreation						
5017	Community Events	5,433.53	5,433.53	87,500.00	87,500.00	82,066.47	6 %
	Account Total:	5,433.53	5,433.53	87,500.00	87,500.00	82,066.47	6 %
5030	Rossmoor Park						
5022	Utilities	1,247.76	1,247.76	14,600.00	14,600.00	13,352.24	9 %
5023	Water	7,512.97	7,512.97	75,600.00	75,600.00	68,087.03	10 %
5025	SECURED PROP TAX	0.00	0.00	1,390.00	1,390.00	1,390.00	%
5032	Building & Grounds-Maintenance	307.00	307.00	32,080.00	32,080.00	31,773.00	1 %
5034	Alarm Systems/Security	141.00	141.00	0.00	0.00	-141.00	%
5051	Equipment Rental	0.00	0.00	620.00	620.00	620.00	%
5052	Minor Facility Repairs /Tools	0.00	0.00	2,200.00	2,200.00	2,200.00	%

09/02/26
11:42:01

ROSSMOOR COMMUNITY SERVICES DISTRICT
Statement of Expenditure - Budget vs. Actual Report
For the Accounting Period: 7 / 26

Page: 2 of 3
Report ID: B100

10 General Fund

Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Commit
5655	Landscape Maintenance /	0.00	0.00	38,200.00	38,200.00	38,200.00	%
	Account Total:	9,208.73	9,208.73	164,690.00	164,690.00	155,481.27	6 %
5040	Montecito Center						
5022	Utilities	143.76	143.76	2,300.00	2,300.00	2,156.24	6 %
5023	Water	333.22	333.22	5,300.00	5,300.00	4,966.78	6 %
5025	SECURED PROP TAX	0.00	0.00	1,160.00	1,160.00	1,160.00	%
5032	Building & Grounds-Maintenance	129.00	129.00	20,570.00	20,570.00	20,441.00	1 %
5034	Alarm Systems/Security	141.00	141.00	770.00	770.00	629.00	18 %
5052	Minor Facility Repairs /Tools	0.00	0.00	3,900.00	3,900.00	3,900.00	%
5655	Landscape Maintenance /	0.00	0.00	4,200.00	4,200.00	4,200.00	%
	Account Total:	746.98	746.98	38,200.00	38,200.00	37,453.02	2 %
5050	Rush Park						
5022	Utilities	3,012.11	3,012.11	37,000.00	37,000.00	33,987.89	8 %
5023	Water	6,963.26	6,963.26	53,100.00	53,100.00	46,136.74	13 %
5025	SECURED PROP TAX	0.00	0.00	4,800.00	4,800.00	4,800.00	%
5032	Building & Grounds-Maintenance	282.00	282.00	25,570.00	25,570.00	25,288.00	1 %
5034	Alarm Systems/Security	0.00	0.00	950.00	950.00	950.00	%
5051	Equipment Rental	0.00	0.00	1,730.00	1,730.00	1,730.00	%
5052	Minor Facility Repairs /Tools	0.00	0.00	1,620.00	1,620.00	1,620.00	%
5655	Landscape Maintenance /	0.00	0.00	38,200.00	38,200.00	38,200.00	%
	Account Total:	10,257.37	10,257.37	162,970.00	162,970.00	152,712.63	6 %
5060	Street Lighting						
5650	Street Lighting and	10,837.60	10,837.60	128,100.00	128,100.00	117,262.40	8 %
	Account Total:	10,837.60	10,837.60	128,100.00	128,100.00	117,262.40	8 %
5070	Street Sweeping						
5642	Street Sweeping	6,969.98	6,969.98	88,000.00	88,000.00	81,030.02	8 %
	Account Total:	6,969.98	6,969.98	88,000.00	88,000.00	81,030.02	8 %
5080	Parkway Trees						
5017	Community Events	0.00	0.00	1,730.00	1,730.00	1,730.00	%
5656	Tree Trimming	162.75	162.75	149,700.00	149,700.00	149,537.25	%
5660	TREE REMOVAL	0.00	0.00	19,900.00	19,900.00	19,900.00	%
6015	Trees	0.00	0.00	35,200.00	35,200.00	35,200.00	%
	Account Total:	162.75	162.75	206,530.00	206,530.00	206,367.25	%
5090	Mini-Parks and Medians						
5022	Utilities	33.94	33.94	620.00	620.00	586.06	5 %
5023	Water	1,822.51	1,822.51	15,800.00	15,800.00	13,977.49	12 %
5051	Equipment Rental	0.00	0.00	160.00	160.00	160.00	%
5052	Minor Facility Repairs /Tools	0.00	0.00	160.00	160.00	160.00	%
5655	Landscape Maintenance /	0.00	0.00	4,200.00	4,200.00	4,200.00	%
	Account Total:	1,856.45	1,856.45	20,940.00	20,940.00	19,083.55	9 %
	Account Group Total:	195,418.26	195,418.26	2,299,030.00	2,299,030.00	2,103,611.74	9 %
	Fund Total:	195,418.26	195,418.26	2,299,030.00	2,299,030.00	2,103,611.74	9 %

Grand Total:	195,418.26	0.00				
	195,418.26	2,299,030.00	2,299,030.00	2,103,611.74	9 %	

EXPLANATION OF SIGNIFICANT VARIANCES FROM BUDGETED AMOUNTS JULY 2026

Revenue Accounts (Accounts more than 25%)

Account Code	%	Item	Explanation
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Expenditure Accounts (Accounts more than 25%)

Account Code	%	Item	Explanation
5010-5004	30	Membership & Dues	On track for budget for FY
5010-5021	45	Computer/Email/Server Costs	On track for budget for FY
5010-5032	30	Building & Grounds Maintenance	On track for budget for FY

09/02/26
11:41:09

ROSSMOOR COMMUNITY SERVICES DISTRICT
Claim Details
For the Accounting Period: 8/26

Page: 1 of 5
Report ID: AP100

* ... Over spent expenditure

Claim Line #	Check Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
1762	20779S 999999	YVONNE KENDLER	275.75					
	Deposit Refund							
1	Deposit Refund		275.75			10 2220		1010
1764	20780S 999999	DAVID CARDONA	220.50					
	Deposit Refund							
1	Deposit Refund		220.50			10 2220		1010
1765	20781S 999999	ERICA PEDROZA	1,500.00					
	Lights & Audio-Line Array							
1	Lights & Audio-Line Array		1,500.00			10 5020	5017	1010
1766	20782S 999999	CENTURY ENTERTAINMENT GROUP	1,750.00					
	Festival							
1	Festival		1,750.00			10 5020	5017	1010
1767	20783S 102	EVENT NEWS-ENTERPRISE	140.00					
	26/27 final budge-Whang							
1	00165418 26/27 Final Budge-Whang		140.00			10 5010	5010	1010
1768	20784S 999999	FIESTA DE CARNIVAL	375.00					
	Security and opening Act							
1	200 Security and opening Act		375.00			10 5020	5017	1010
1769	20785S 614	GDC COMMUNICATIONS & SOUND	500.00					
	Services for the Family Festival							
1	2026016 Services for Family Festival		500.00			10 5020	5017	1010
1770	20786S 999999	PEAC SOLUTIONS	287.79					
	Contract Payment							
1	42380003 07/15/26 Contract Payment		287.79			10 5010	5012	1010
1771	20787S 26	REDLINE MECHANICAL INC.	300.00					
	Replaced capacitor with new							
1	4-30529 07/27/26 Replaced capacitor with new		300.00			10 5010	5032	1010
1772	20788S 309	TRIPLEPI SMITH	747.50					
	Meeting Video Production							
1	17683 07/31/26 Meeting Video Production		747.50			10 5010	5007	1010

09/02/26
11:41:09

ROSSMOOR COMMUNITY SERVICES DISTRICT
Claim Details
For the Accounting Period: 8/26

Page: 2 of 5
Report ID: AP100

* ... Over spent expenditure

Claim Line #	Check Invoice #/Inv Date/Description	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
1773	20789S	22 WEST COAST ARBORISTS, INC.	2,561.25					
26-27 Tree Maintenance								
1	247218 07/15/26	26-27 Tree Maintenance	545.25			10 5080	5656	1010
2	247218 07/15/26	26-27 Tree Maintenance	2,016.00			10 5080	5660	1010
1775	20790S	999999 WENDY HEARN	220.50					
Deposit Refund								
1	Deposit Refund		220.50			10 2220		1010
1776	20791S	999999 FRED KOGEN	220.50					
Deposit Refund								
1	Deposit Refund		220.50			10 2220		1010
1777	20792S	999999 MADISON ROACH	220.50					
Deposit Refund								
1	Deposit Refund		220.50			10 2220		1010
1778	20793S	49 CITY OF BREA	3,551.45					
Contracted IT Services and Supplies								
1	ASIT001620 08/19/26	Contracted IT Services	2,246.00			10 5010	5670	1010
2	ASIT001620 08/19/26	Supplies	1,305.45*			10 5010	6025	1010
1779	20806S	1100 Elegant Construction Inc.	14,300.00					
Swing set maintenance project at Rust Park								
1	Swing set maintenance project		14,300.00*			10 5050	6005	1010
1780	20807S	1101 The Hartford	369.48					
Life insurance Online Payment								
1	5739988327 Life Insurance Online Payment		369.48			10 5010	4011	1010
1781	20796S	212 JONES & MAYER	7,529.00					
For Professional Services								
1	144020 For Professional Services		7,529.00			10 5010	5610	1010
1782	20797S	1093 Sharon Landers	51.45					
Mileage Reimbursement								
1	Mileage Reimbursement		51.45			10 5010	4007	1010
1783	20808S	1102 OFFICECORP, INC.	19.83					
CPC-LA Monthly Charge								
1	234438 CPC-LA Monthly Charge		19.83			10 5010	5012	1010

09/02/26
11:41:09

ROSSMOOR COMMUNITY SERVICES DISTRICT
Claim Details
For the Accounting Period: 8/26

Page: 3 of 5
Report ID: AP100

* ... Over spent expenditure

Claim Line #	Check Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
1784	20809S	1103 PACIFIC CREDIT SERVICES	75.00					
	For collection fee							
1	4084000000 08/05/26 For Collection Fee		75.00			10 5010	5016	1010
1785	20800S	1090 Platinum Strategies Inc.	4,100.00					
	Monthly Services							
1	1327 07/31/26 Monthly Services		4,100.00			10 5010	5620	1010
1786	20801S	899 SCA OF CA, LLC	6,969.98					
	Monthly Sweeping Service							
1	CA0945622 08/05/26 Monthly Sweeping Services		6,969.98			10 5070	5642	1010
1788	20802S	98 SWANK MOTION PICTURES, INC.	579.24					
	Entertainment Services							
1	RG 4389885 07/10/26 Entertainment Services		579.24*			10 5010	5017	1010
1789	20803S	994 VALLEY ALARM	279.00					
	Quarterly Billing							
1	1404198 08/06/26 Quarterly Billing		138.00*			10 5030	5034	1010
2	1404199 08/06/26 Quarterly Billing		141.00			10 5040	5034	1010
1791	20804S	1048 Vital Records Control	216.85					
	Standard Monthly Fee							
1	6795098 07/31/26 Standard Monthly Fee		216.85			10 5010	5045	1010
1792	20805S	999999 WELLS FARGO VENDOR FINANCIAL	743.52					
	Sharp Copier							
1	5039692667 08/04/26 Sharp Copier		743.52			10 5010	5012	1010
1794	20810S	1104 CartMart	16,515.90					
1	402031 08/28/26 Cushman Golf Cart		16,515.90*			10 5010	6019	1010
1795	20811S	999999 JASON POLIRAN	210.00					
	Deposit Refund							
1	Deposit Refund		210.00			10 2220		1010
1796	20812S	999999 BRIANNA GERBER	275.75					
	Deposit Refund							
1	Deposit Refund		275.75			10 2220		1010

09/02/26
11:41:09

ROSSMOOR COMMUNITY SERVICES DISTRICT
Claim Details
For the Accounting Period: 8/26

Page: 4 of 5
Report ID: AP100

* ... Over spent expenditure

Claim Line #	Check Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
1797	20813S 999999	AYSO 159% PETER BUAMAN	220.50					
	Deposit Refund							
1	Deposit Refund		220.50			10 2220		1010
1802	20815S 1105	CALIFORNIA BARRICADE	1,513.49					
	Detour Signs for Winter Festival							
1	08/27/26 Detour Signs for festival		1,513.49			10 5020	5017	1010
1804	20816S 216	CYPRESS ENGRAVING	61.99					
	Rossmoor Nameplate & Badges							
1	74090 08/20/26 Rossmoor Nameplate & Badges		61.99			10 5010	5016	1010
1805	20817S 575	ELITE SPECIAL EVENTS, INC.	10,450.00					
	Invoice/Contract Agreement #128							
1	128 08/25/26 Invoice/Contract Agreement#128		10,450.00			10 5020	5017	1010
1806	20818S 304	FLEXTG	7.30					
	Usage Charge 07/20/2026 to 08/19/2026							
1	INV386356 08/25/26 Usage Charge		7.30			10 5010	5012	1010
1809	20821S 1102	OFFICECORP, INC.	70.25					
	Meter Charges							
1	236938 08/31/26 Meter Charges		70.25			10 5010	5012	1010
1810	20822S 1108	PEAC SOLUTIONS	185.14					
	Contract payment 4279600							
1	42559738 08/15/26 Contract Payment 4279600		185.14			10 5010	5012	1010
1811	20823S 594	PRINT MASTERS	81.94					
	Business Cards & Graphic Design							
1	73174 08/20/26 Business Cards &Graphic		81.94			10 5010	5016	1010
1812	20824S 96	SITE ONE LANDSCAPE SUPPLY LLC	313.56					
	Nipple Brass 3/4 In.							
1	170142545 08/19/26 Nipple Brass 3/4 In.		111.92			10 5030	5032	1010
2	170102444 08/18/26 INV. 170102444-001		110.80			10 5010	5032	1010
3	170501305 08/25/26 Arrowhead Nested Thread		51.15			10 5030	5032	1010
4	170355987 08/25/26 T.B.S. Machined Nipple		39.69			10 5030	5032	1010

09/02/26
11:41:09

ROSSMOOR COMMUNITY SERVICES DISTRICT
Claim Details
For the Accounting Period: 8/26

Page: 5 of 5
Report ID: AP100

* ... Over spent expenditure

Claim Line #	Check Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
1815	20826S	22 WEST COAST ARBORISTS, INC.	7,827.30					
26-27	Tree Maintenance							
1	248413 08/15/26	26-27 Tree Maintenance	4,632.30			10 5080	5656	1010
2	248413 08/15/26	26-27 Tree Maintenance	3,195.00			10 5080	5660	1010
# of Claims 40 Total:			85,837.21					

CREDIT CARD STATEMENT AUGUST 2026

MERCHANT/DESCRIPTION	TRANSACTION DATE	ACCOUNT CODE	AMOUNT	INVOICE #/NOTES	APPROVAL
Ferguson	7/30/2026	5040-5032	\$ 383.06	Montecito Toilet Replacement	SL
Home Depot	7/30/2026	5040-5302	\$ 253.28	Toilet Replacement Supplies	SL
Microsoft	8/4/2026	5010-5021	\$ 341.38	Monthly Fee	SL
Ferguson	8/4/2026	5040-5032	\$ 408.81	Montecito Toilet Replacement	SL
Zoom	8/5/2026	5010-5021	\$ 33.98	Monthly Fee	SL
In Celebrations	8/5/2026	5020-5017	\$ 719.30	Festival Rentals	SL
Ultimate Foam Party	8/5/2026	5020-5017	\$ 400.00	Festival Foam Party	SL
OC Public Works	8/6/2026	5020-5017	\$ 2,995.86	Permit Payments	SL
Ralphs	8/7/2026	5010-5016	\$ 75.50	Festival Food	SL
In N Out	8/8/2026	5010-5016	\$ 95.59	Festival Meal	SL
Los Al Donuts	8/7/2026	5010-5016	\$ 35.25	CJPIA food to be reimbursed	SL
Staples	8/10/2026	5010-5016	\$ 133.60	Printer ink	SL
Ralphs	8/11/2026	5010-5016	\$ 26.95	Water	SL
Uline	8/13/2026	5010-5018	\$ 3,381.67	Janitorial Supplies	SL
Ralphs	8/13/2026	5020-5017	\$ 18.46	Snacks for Community Event	SL
Goldenwest Lawnmower	8/14/2026	5010-5045	\$ 1,129.70	Power Tool & Accessories	SL
Paul's Place	8/14/2026	5010-5016	\$ 122.56	CJPIA food to be reimbursed	SL
Staples	8/13/2026	5010-5016	\$ 76.29	Office Supplies	SL
CR&R	8/13/2026	5010-5032	\$ 6,883.94	Dumpster payment for 3 months	SL
Los Al Donuts	8/14/2026	5010-5016	\$ 41.75	CJPIA food to be reimbursed	SL
Amazon	8/17/2026	5010-5045	\$ 339.27	Replacement Flags	SL
Artistic Bronze	8/18/2026	5050-5032	\$ 425.00	Memorial Bench Bronze Plaque	SL
Signal Hill Chamber	8/19/2026	5010-5006	\$ 30.00	Fall Excellence Summit	SL
Pennsylvania Recreation	8/18/2026	5010-5016	\$ 50.00	Pickleball Noise Webinar	SL
Constant Contact	8/19/2026	5010-5021	\$ 62.00	Monthly Fee	SL
Survey Monkey	8/20/2026	5010-5021	\$ 99.00	Monthly Fee	SL
Ralphs	8/21/2026	5010-5016	\$ 47.94	Water	SL
Los Al Donuts	8/21/2026	5010-5016	\$ 77.50	CJPIA food to be reimbursed	SL
Amazon	8/24/2026	5010-5016	\$ 11.30	Name Plate Holders	SL
A&J Portables	8/24/2026	5020-5017	\$ 1,000.00	Festival Restrooms	SL

TOTAL

\$ 19,698.94

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM G-1

Date: September 8, 2026

To: Honorable Board of Directors

From: General Manager Sharon Landers

Subject: DISCUSSION AND POSSIBLE ACTION RE: AMENDING THE DISTRICT'S PROFESSIONAL SERVICES AGREEMENT WITH INTERWEST CONSULTING GROUP TO ADD ADDITIONAL WORK RELATED TO THE POURED-IN-PLACE PROJECT AT RUSH PARK AND THE DISTRICT'S CAPITAL IMPROVEMENT PROGRAM

RECOMMENDATION

It is recommended that the Rossmoor Community Services District (District) Board of Directors review and approve the General Manager entering into a second amendment to its professional services agreement with Interwest Consulting Group (Interwest) to add work related to the Rush Park Poured-In-Place project and the District's five-year capital improvement program.

BACKGROUND

The District entered into a professional services agreement on October 16, 2025, with Interwest for under \$5,000 for it to serve as the construction manager for the Rossmoor Park Shade Canopy Project. That project was completed before the end of that year.

The District entered into the 1st Amendment to the Agreement on December 9, 2025, to provide Project Management, Construction Management and Inspection services for the Rossmoor Pickleball Courts Noise Mitigation Project and the Rush Park PIP and Swing Project and increased the total compensation in the amount of \$6,000.00, for a not to exceed amount of \$11,000.00. The District received only one bid for the Rush Park PIP and Swing Project, which the Board rejected. Subsequently, staff split up the work and sought proposals for only the portion of the project related to the Swing update and maintenance. A contract for the Swing Project was awarded to Elegant Construction Inc. and a contract was entered into on May 29, 2026. The work has been completed within budget.

Staff is asking for the Board's approval of a 2nd Amendment to the professional services agreement with Interwest that would add an additional \$6,600.00, for a not to exceed amount of \$17,600.00. This would provide for further additional professional engineering services for a revised Rush Park

PIP Repair Project and the District's 5-year Capital Improvement Program. The amendment would also extend the term of the contract by two years from the date of the amendment.

Interwest has been highly recommended by other city managers and public works directors. Our experience under the current professional services agreement is that they have been readily available and have provided excellent service. The project team leader, Tyrone Chesaneck, was a former Deputy Public Works Director for the City of Santa Ana. He is experienced with planning, directing, supervising, and coordinating capital improvement projects and long-term maintenance projects.

FISCAL IMPACT

A 2nd Amendment to the existing professional services agreement with Interwest will bring the total cost to \$17,6000. The FY 2026-2027 Budget includes the additional cost that would be added to the contract.

ATTACHMENTS

1. Proposed 2nd Amendment to Professional Services Agreement with Interwest Consulting Group Inc.
2. 1st Amendment to Professional Services Agreement with Interwest Consulting Group Inc.
3. Rossmoor Community Services District Professional Services Agreement with Interwest Consulting Group Inc for Construction Management and Related Services for the Rossmoor Park Canopy Project.

**SECOND AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN ROSSMOOR COMMUNITY SERVICES DISTRICT
AND INTERWEST CONSULTING GROUP, INC.
FOR CONSTRUCTION MANAGEMENT AND RELATED SERVICES**

THIS SECOND AMENDMENT to the PROFESSIONAL SERVICES AGREEMENT (the "Agreement") is made and entered into on July 14, 2026 ("Effective Date"), by the ROSSMOOR COMMUNITY SERVICES DISTRICT, a Community Services District ("District") and INTERWEST CONSULTING GROUP, INC., a Colorado corporation ("Contractor").

Whereas, District and Contractor entered into the Agreement on October 16, 2025 for a not-to-exceed amount of \$5,000.00; and

Whereas, District and Contractor entered into the 1st Amendment to the Agreement on December 9, 2025 to provide Project Management, Construction Management, and Inspection services for the Rossmoor Pickleball Courts Noise Mitigation Project and Rush Park PIP and Swing Project and increased the total compensation in the amount of \$6,000.00; and

Whereas, District and Contractor now desire to amend the Agreement to have Contractor provide Project Management Services for Rush Park PIP Repair Project and 5-year Capital Improvement Program (the "Further Additional Services"); and

Whereas, District and Contractor desire to extend the total Term of the Agreement so that it expires two years from the Effective Date of this 2nd Amendment; and

Whereas, District and Contractor also desire to increase the total compensation under the Agreement by \$6,600.00 to account for the Further Additional Services for a total not-to-exceed amount of \$17,600.00.

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

1. Section 2., Scope of Services and Term:

2.1 General Scope of Services., subsection 2.1 is hereby amended to add the following language regarding the Further Additional Services, as follows:

Further Additional Services. CONTRACTOR agrees to provide Project Management Services for Rush Park PIP Repair Project and 5-year Capital Improvement Program. The Further Additional Services are more particularly described as set forth in Exhibit "C", attached hereto and incorporated herein by this reference.

2.2 Term., subsection 2.2 is hereby amended to read in its entirety as follows:

The term of this Agreement shall be for a period not exceeding two (2) years from July 14, 2026, unless earlier terminated as provided herein. Contractor shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines.

2. Section 4., **Fees and Payments.**, 4.1 Compensation., is hereby amended to read as follows:

4.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement as set forth in Exhibit C, attached hereto and incorporated herein by reference.

The total compensation under this Agreement shall not exceed Seventeen-thousand dollars (\$17,600.00) without the prior written approval of the District Board of Directors. Extra Work may be authorized, as described in Section 4.4; and if authorized, said Extra Work will be compensated at the rates and manner set forth in this Agreement.

3. All terms and conditions of the Agreement that have not been amended by this 2nd Amendment shall remain in full force and effect.
4. The individuals signing this 2nd Amendment represent and warrant that they have the right, power, and authorization to bind their respective entities to the terms of this 2nd Amendment and the Agreement as amended hereby.

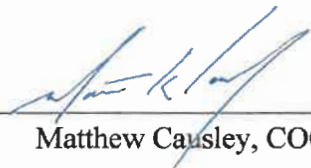
IN WITNESS WHEREOF, the Parties hereto have caused this 2nd Amendment to be executed by and through their respective authorized officers, as of the date first above written.

ROSSMOOR COMMUNITY SERVICES DISTRICT

By: _____
Sharon Landers, General Manager

Date: _____

INTERWEST CONSULTING GROUP, INC

By: _____
Matthew Causley, COO

Date: 07/09/2026

APPROVED AS TO FORM FOR DISTRICT

By: _____
Tarquin Preziosi, General Counsel

Date: _____

EXHIBIT “C”

**LETTER PROPOSAL FOR PROJECT MANAGEMENT
SERVICES FOR RUSH PARK PIP REPAIR PROJECT AND
5-YEAR CAPITAL IMPROVEMENT PROGRAM**

July 2, 2026

Sharon Landers
General Manager
Rossmoor Community Services District
Rush Park
3001 Blume Drive
Rossmoor, CA 90720



Re: Letter Proposal for Project Management Services for Rush Park PIP Repair Project and 5-year Capital Improvement Program

Dear Ms. Landers,

We are pleased to submit this proposal to the Rossmoor Community Services District (Rossmoor) to provide Project Management (PM) services. We understand the scope of work to include developing specifications for the Rush Park PIP Repair Project, which will involve repairing damaged areas of the existing playground surfacing and re-topping the PIP to restore functionality and compliance with current standards. We will also assist Rossmoor in prioritizing projects and preparing updated budgets for the 5-year Capital Improvement Program (CIP).

Our team provides expert consulting services for the comprehensive assessment and management of your Capital Improvement Program (CIP). Our experienced staff will conduct a thorough review and evaluation of the program and deliver strategic, actionable recommendations to strengthen, optimize, and align it with your organizational goals, infrastructure needs, and long-term sustainability objectives. Additionally, we will develop specifications for repairing damaged areas of the playground surfacing and re-topping the PIP.

For Project Management services, we are recommending **Tyrone Chesanek, PE** at an hourly rate of \$220. Tyrone is familiar with Rossmoor and is a well-versed public works professional with over 30 years of experience. He has overseen and managed Street, Traffic Signal, Utility, Facility and Parks CIP Projects, managed Facility Maintenance projects, and managed Stores, Fleet Services, Environmental Program, and Streetlights. He has assisted in planning, directing, supervising, and coordinating departmental operations; assigned work activities, projects, and programs; monitored workflow; reviewed and evaluated work products, methods, and procedures.

FEE SCHEDULE

Please find below the requested PM Services detailed breakdown of the anticipated labor hours and associated costs required to successfully deliver these projects in accordance with the project scope and objectives. We estimate the PM costs as follows and understand that our services will be utilized at your direction on an as needed basis.

Service	Hourly	Project Manager		Total
	Rate	Hrs / Cost		
Project Management	\$220	30	\$6,600	\$6,600
TOTAL (NOT TO EXCEED)				\$6,600

We appreciate the opportunity to continue serving the Rossmoor Community Services District. Should you have any questions, please do not hesitate to reach out to Scott Harrison at 407.739.4805, sharrison@interwestgrp.com or Tyrone Chesaneck, PE at 949.285.5529 or tchesaneck@interwestgrp.com. If you find our proposal acceptable, please provide a signed notice-to-proceed letter so we can begin work at your discretion.

Sincerely,

Bill Evans
Senior Director of Professional Services
Interwest Consulting Group

**FIRST AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN ROSSMOOR COMMUNITY SERVICES DISTRICT
AND INTERWEST CONSULTING GROUP, INC.
FOR CONSTRUCTION MANAGEMENT AND RELATED SERVICES
FOR THE ROSSMOOR PARK CANOPY PROJECT**

THIS FIRST AMENDMENT to the PROFESSIONAL SERVICES AGREEMENT (the "Agreement") is made and entered into on December 9, 2025, by the ROSSMOOR COMMUNITY SERVICES DISTRICT, a Community Services District ("District") and INTERWEST CONSULTING GROUP, INC., a Colorado corporation ("Contractor").

Whereas, District and Contractor entered into the Agreement on October 16, 2025 for a not-to-exceed amount of \$5,000.00; and

Whereas, District and Contractor now desire to amend the Agreement to have Contractor provide Project Management, Construction Management, and Inspection services for the Rossmoor Pickleball Courts Noise Mitigation Project and Rush Park PIP and Swing Project (the "Additional Services"); and

Whereas, District and Contractor also desire to increase the compensation under the Agreement by \$6,000.00 to account for the Additional Services for a total not-to-exceed amount of \$11,000.00 to account for the Additional Services.

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

1. Section 2., **Scope of Services and Term.**, 2.1 General Scope of Services., is hereby amended to add the following language regarding the Additional Services, as follows:

2.1 Additional Services. CONTRACTOR agrees to provide Project Management, Construction Management, and Inspection services for the Rossmoor Pickleball Courts Noise Mitigation Project and Rush Park PIP and Swing Project. The Additional Services are more particularly described as set forth in Exhibit "B", attached hereto and incorporated herein by this reference.

2. Section 4., **Fees and Payments.**, 4.1 Compensation., is hereby amended to read as follows:

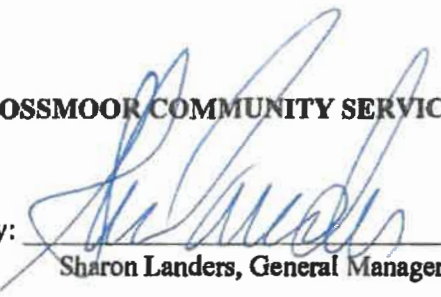
4.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement as set forth in Exhibit "A" and Exhibit "B" attached hereto and incorporated herein by reference.

The total compensation under this Agreement shall not exceed eleven-thousand dollars (\$11,000.00) without the prior written approval of the District Board of Directors. Extra Work may be authorized, as described below; and if authorized, said Extra Work will be compensated at the rates and manner set forth in this Agreement.

3. All terms and conditions of the Agreement that have not been amended by this Amendment shall remain in full force and effect.
4. The individuals signing this Amendment represent and warrant that they have the right, power, and authorization to bind their respective entities to the terms of this Amendment and the Agreement as amended hereby.

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

ROSSMOOR COMMUNITY SERVICES DISTRICT

By: 
Sharon Landers, General Manager

Date: 1/27/26

INTERWEST CONSULTING GROUP, INC

By: **Matthew K. Causley**
Matthew Causley, COO

Digitally signed by
Matthew K. Causley
Date: 2026.01.27
13:45:01 -05'00'

Date: January 27, 2026

APPROVED AS TO FORM FOR DISTRICT

By: 
Tarquin Preziosi, General Counsel

Date: July 09, 2026

EXHIBIT "B"

**LETTER PROPOSAL FOR PROJECT MANAGEMENT, CONSTRUCTION
MANAGEMENT, AND INSPECTION SERVICES FOR PICKLEBALL COURTS
NOISE MITIGATION PROJECT AND ROSSMOOR RUSH PARK PIP AND
SWING PROJECT**

December 3, 2025

Sharon Landers
General Manager
Rossmoor Community Services District
Rush Park
3001 Blume Drive
Rossmoor, CA 90720



Re: Letter Proposal for Project Management, Construction Management, and Inspection Services for Pickleball Courts Noise Mitigation Project and Rossmoor Rush Park PIP and Swing Project

Dear Ms. Landers,

We are pleased to submit this proposal to Rossmoor Community Services District (Rossmoor) to provide Project Management (PM), Construction Management (CM), and Inspection (I) services for the Rossmoor Pickleball Courts Noise Mitigation Project and Rush Park PIP and Swing Project. We fully understand the scope and significance of this infrastructure project, and we are committed to supporting Rossmoor in delivering this project safely, efficiently, and in full compliance with applicable federal, state, and local requirements.

We understand the scope of work for these projects is as follows:

The Pickleball Courts Noise Mitigation Project involves analyzing options to address noise impacts generated by four active courts. A mitigation strategy under consideration is the installation of 12-foot sound blankets, which require evaluation of proper footing and fence post sizing to safely support their height, weight, and wind loads. The analysis will identify if there are feasible options for safe and effective noise mitigation that minimizes impact to players, park operations, and community safety.

The PIP and Swing Project involve analyzing options to address deficiencies identified in Rossmoor's playground evaluation. Mitigation strategies under consideration include the need to replace the existing 2 bay swing set or the replacement of existing swings and the installation of a new rubberized surface.

Our Project Management, Construction Management, and Inspection team is fully prepared to provide development of project scope of work which includes sufficient detail to bid the work, comprehensive oversight and coordination of all construction activities, ensuring strict adherence to project scope of work and regulatory requirements. Our services will encompass project analysis and recommendations, scope of work preparation, contract compliance, change management, RFI and submittal review, coordination with Rossmoor and the contractor, schedule and budget control, regular field inspections, and quality assurance. We will also prepare detailed field reports, verify quantities for progress payments, and maintain thorough project documentation. Recognizing the importance of safe and continuous public access, our team will work collaboratively with Rossmoor, stakeholders, and the contractor to minimize disruptions and deliver these parks improvement projects on time, within budget, and to the highest standards of quality.

FEE SCHEDULE

Please find below the requested PM/CM/I Services detailed breakdown of the anticipated labor hours and associated costs required to successfully deliver these projects in accordance with the project scope and objectives. We estimate the PM/CM/I costs as follows and understand that our services will be utilized on an as needed basis.

INTERWEST

1 Jenner | Suite 160 | Irvine, CA 92618
626.224.2055

Staff	Hourly	Project Manager		Construction Manager		Inspection		Total
	Rate	Hrs / Cost		Hrs / Cost		Hrs / Cost		
Project Management	\$220	10	\$2,200					\$2,200
Construction Management/Inspection	\$190			10	\$1,900	10	\$1,900	\$3,800
TOTAL (NOT TO EXCEED)								\$6,000
Not included: Special Inspection and Materials Testing Services								

PROJECT TEAM

Below is a brief introduction to our Construction Manager/Inspector that will be providing the services mentioned in this proposal for the successful project from start to completion.

CONSTRUCTION MANAGER/INSPECTOR

Tyrone Chesaneck, PE
PROJECT & CONSTRUCTION MANAGER / RESIDENT ENGINEER
INTERWEST GROUP

Experienced Deputy Public Works Director managing Facility and Parks CIP, Facility Maintenance, Street and Utility CIP, Facilities Management, Stores, Fleet Services, Environmental Program, and Streetlights. Assisted in planning, directing, supervising, and coordinating departmental operations; assigned work activities, projects and programs; monitored workflow; reviewed and evaluated work products, methods and procedures. Prepared and presented staff reports to the City Council, Council Committees, boards, commissions and numerous civic organizations representing the Department. Assisted with the preparation of operating and capital improvement budgets, including long-term maintenance management. Supervised and assisted subordinate supervisors in the operations and maintenance of City infrastructure, and established long-range plans and goals.

As a Project/Construction Manager, he has successfully overseen federally funded transportation improvement projects, such as the Adams Pinecreek Intersection Project in Costa Mesa, California (Federal Project No. CML-5312(104)). This \$2.8 million project involves complex intersection upgrades including traffic signal modernization with video detection, ADA-compliant curb ramp installation, median modifications, and multi-use pathway construction. Mr. Chesaneck has provided full construction management and inspection (CM&I) oversight, ensuring compliance with federal funding requirements, Caltrans standards, and FHWA guidelines, while closely monitoring project budget, schedule, and contractor performance.

In addition to federal project experience, Mr. Chesaneck has extensive involvement with state and local capital improvement projects including the Local Street Rehabilitation and La Paz Phase 2 Street Rehabilitation Projects in Laguna Niguel, California. These projects encompassed a wide scope of pavement rehabilitation activities such as asphalt removal and replacement, crack sealing, REAS Type II application, pavement striping, and traffic signal improvements, with contract values of \$1.4 million and \$2.3 million respectively. Responsibilities included managing all aspects of construction administration in conformance with state specifications, labor compliance requirements, and California MUTCD standards.

Further demonstrating versatility with municipal utility and roadway upgrades, Mr. Chesaneck has managed the South Brea Water, Sewer, and Pavement Project, \$2.5 million, involving underground

INTERWEST

utility improvements, PCC and asphalt paving, SWPPP implementation, and roadway widening in accordance with city, state, and federal guidelines. He ensured proper coordination with utility agencies such as Southern California Edison, adherence to stormwater and environmental protection requirements, and compliance with prevailing wage and labor standards per California Public Works regulations, while maintaining quality assurance and contract documentation standards required for state and federally funded infrastructure projects.

We appreciate the opportunity to continue serving the City of Costa Mesa. Should you have any questions, please do not hesitate to reach out to Tyrone Chesaneck or tchesaneck@interwestgrp.com.

Sincerely,

Bill Evans
Senior Director of Professional Services
Interwest Consulting Group

INTERWEST

**ROSSMOOR COMMUNITY SERVICES DISTRICT
PROFESSIONAL SERVICES AGREEMENT
WITH INTERWEST CONSULTING GROUP INC
FOR CONSTRUCTION MANAGEMENT AND RELATED SERVICES
FOR THE ROSSMOOR PARK CANOPY PROJECT**

This Professional Services Agreement ("Agreement") is made and entered into this 16th day of October 2025, by and between the Rossmoor Community Services District, a public agency ("District"), and Interwest Consulting Group, Inc., a Colorado corporation ("Contractor"). District and Contractor are sometimes individually referred to as "Party" and collectively as "Parties."

1. RECITALS.

1.1 Contractor.

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

1.2 Project.

District desires to engage Contractor to render construction management, inspection and related services for the Rossmoor Park Canopy Project to the District ("Project") as set forth in this Agreement.

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

2. SCOPE OF SERVICES AND TERM.

2.1 General Scope of Services. Contractor promises and agrees to furnish to the District all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional services necessary for the Project ("Services"). The Services are more particularly described as set forth in Exhibit "A", attached hereto and incorporated herein by this reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. In the event of a conflict or ambiguity between the provisions of this Agreement and any of the attached exhibits, the provisions of this Agreement shall be controlling.

2.2 Term. The term of this Agreement shall be for a period not exceeding two (2) years from October 16, 2025 (the "Effective Date"), unless earlier terminated as provided herein. Contractor shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

3. RESPONSIBILITIES OF CONTRACTOR.

3.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. District retains Contractor on an independent contractor basis and not as an employee. Contractor shall have no power to incur any debt, obligation, or liability on behalf of District or otherwise act on behalf of District as an agent. Neither District nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees, except as set forth in this Agreement. Contractor shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of District. Contractor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of District and shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2 Schedule of Services. Contractor shall perform the Services expeditiously, within the term of this Agreement and in accordance with the schedule of services as directed by the General Manager. Contractor represents and warrants that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor's conformance with the schedule, District shall respond to Contractor's submittals in a timely manner. Upon request of District, Contractor shall provide a more detailed schedule of anticipated performance to meet the schedule of services.

3.3 Conformance to Applicable Requirements and Coordination of Services. All work prepared by Contractor shall be subject to the approval of District. Contractor agrees to work closely with District staff in the performance of Services and shall be available to District's staff, Contractors and other staff at all reasonable times.

3.4 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

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

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

3.7 Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Contractor or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of District. Contractor agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of District. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of District and without liability or legal exposure to Contractor. District shall indemnify and hold harmless Contractor from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from District's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Contractor. Contractor shall deliver to District any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by District or its authorized representative, at no additional cost to the District. For the avoidance of doubt, nothing in this Agreement shall be understood to grant District rights to pre-existing intellectual property of Contractor, including Contractor software and licensed software, or to any improvements thereto.

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

3.9 Insurance Coverages.

3.9.1 Prior to commencement of any services under this Agreement, and without limiting Contractor's indemnification obligation to District, Contractor shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to District, for the duration of the Agreement, primary policies of insurance of the type and amounts below, issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or

is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by District, which shall cover all elected and appointed officers, employees, agents, designated volunteers, attorneys, successors and assigns of District. District reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving Contractor ninety (90) days advance written notice of such change. If such change results in substantial additional cost to Contractor, District and Contractor may renegotiate Contractor's compensation.

(A) Commercial General Liability Insurance. A policy of commercial general liability insurance, with coverage at least as broad as Insurance Services Office ("ISO") form CG 00 01, written on a per occurrence basis for bodily injury, personal injury and property damage. Defense costs must be paid in addition to limits. Coverage for an additional insured shall not be limited to its vicarious liability. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted. Limits shall be no less than \$1,000,000 per occurrence for all covered losses and no less than \$2,000,000 general aggregate.

(B) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for Contractor against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by Contractor in the course of carrying out the work or services contemplated in this Agreement.

(C) Automobile Liability. A policy of comprehensive automobile liability insurance, at least as broad as ISO form CA 00 01, written on a per occurrence basis covering bodily injury and property damage in an amount not less than \$1,000,000 combined single limit for each accident. Said policy shall include coverage for owned, non-owned, leased, hired cars and any automobile.

(D) Professional Liability. Professional liability insurance appropriate to Contractor's profession. This coverage may be written on a "claims made" basis and must include coverage for contractual liability. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of, or related to services performed under this Agreement. The insurance must be maintained for at least five (5) consecutive years following the completion of Contractor's services or the termination of this Agreement. During this additional 5-year period, Contractor shall annually and upon request of District submit written evidence of this continuous coverage. Limits shall be no less than \$1,000,000 per claim and no less than \$1,000,000 general aggregate.

(E) Cyber Liability. Cyber liability insurance appropriate to Contractor's profession and the services hereunder, written on a per occurrence basis, with limits not less than \$1,000,000 per occurrence/loss, and \$2,000,000 in the aggregate. Coverage shall be

sufficiently broad to respond to the duties and obligations undertaken by Contractor pursuant to this Agreement and shall include, but not be limited to, claims involving: infringement of intellectual property; copyright; trademark; invasion of privacy violations; data breach; electronic information theft, loss, damage, destruction, alteration or misuse; release of private information; extortion; and, network security. The policy shall provide coverage for breach response costs, regulatory fines and penalties, and credit monitoring expenses, with limits sufficient to respond to these obligations.

(F) Excess Liability and Umbrella Liability Insurance. Excess liability insurance and/or umbrella liability insurance may be used to satisfy the obligations herein. If excess liability insurance is used then the policy shall meet all the requirements herein and be at least as broad as the primary coverages set forth herein. Such policy shall: 1) include a drop down feature requiring the policy to respond if primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason; 2) be payable-on-behalf-of as opposed to reimbursement; 3) have concurrency of effective dates with primary policies; 4) "follow form" to the underlying primary policies; and, 5) provide insureds, under primary policies required herein, shall be insureds under the excess liability policy.

(G) Subcontractors. In the event Contractor subcontracts any portion of the work in compliance with Section 5.11 of this Agreement, Contractor shall either: 1) include each subcontractor as insureds under its policies of insurance required herein; or, 2) Contractor shall, upon request of District, furnish to District all documentation, required in Section 3.9 for Contractor, for each subcontractor. All coverages for subcontractors shall include all of the requirements herein.

3.9.2 General Insurance Requirements.

(A) Proof of Insurance, Enforcement and Notice. No work or services under this Agreement shall commence until both Contractor has provided District with insurance certificates, endorsement forms and appropriate insurance binders evidencing the above insurance coverages, as well as said documentation is approved by District. District reserves the right to inspect complete, certified copies of, and endorsements to, all required insurance policies, at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to District. In the event any insurance policy required under this Agreement is cancelled or amended (and the insurance policy is not replaced pursuant to subsection (b) below), or does not comply with Section 3.9, then: 1) District has the right but not the duty to obtain insurance required herein and any premium paid by District will be promptly reimbursed by Contractor or District will withhold amounts sufficient to pay premium from Contractor payments; or, 2) District, notwithstanding any other provisions of this Agreement, may immediately terminate this Agreement. Contractor shall give District prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required insurance policies.

(B) Cancellation/Amendment. All of herein required policies of insurance shall provide the insurance may not be amended or cancelled by insurer or any Party

hereto without providing thirty (30) calendar days prior written notice (with exception of ten (10) calendar days prior written notice for nonpayment of premium) to District. In the event any of said policies of insurance are amended or cancelled, Contractor shall, five (5) business days prior to the cancellation date, submit new evidence of insurance, or reinstatement of policy, in conformance with this Agreement to District.

(C) Additional Insureds. The commercial general liability policy provided for in Section 3.9.1(A) and the automobile liability policy provided for in Section 3.9.1(C) both shall name District and its elected and appointed officers, employees, agents and designated volunteers ("District Parties") as additional insureds and such coverage shall contain no special limitations on the scope of protection afforded to District and District Parties. A severability of interests provision must apply for all additional insureds ensuring that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability, and policies of insurance shall not contain any cross-liability exclusions.

(D) Primary, Subrogation, Contribution and Coverage. Except with respect to Workers' Compensation Insurance, all of the above policies of insurance shall be primary insurance. The insurers (with exception of professional liability insurer) for above policies, Contractor and any subcontractors are all deemed hereof to waive all rights of subrogation and contribution they may have against District or District Parties, and their respective insurers, and all insurance policies required herein shall be endorsed to waive such rights. Any insurance maintained by District or District Parties will apply in excess of, and not contribute with, Contractor's insurance. None of the coverages required herein will be in compliance with this Agreement if they include any limiting endorsement of any kind that has not been first submitted to District and approved of in writing. Requirements of specific coverage features or limits contained herein are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any Party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

(E) Limitations, Self- Insured Retention and Deductibles. Contractor agrees that requirements of Section 3.9 shall not be construed as limiting in any way the extent to which Contractor may be held responsible for the payment of damages to any persons or property resulting from Contractor's activities or the activities of any person or persons for which Contractor is otherwise responsible nor shall it limit Contractor's indemnification liabilities as provided in Section 5.7 All insurance policies must specify that where the primary insured does not satisfy any self-insured retention, any additional insured may satisfy the self-insured retention (without impairment of obligation of primary insured under this Agreement to satisfy any self-insured retention). Any deductibles or self-insured retentions must be declared to and approved by District. At District's option, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects District and District Parties, or Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, attorney's fees, defense expenses and claims.

4. FEES AND PAYMENTS.

4.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement as set forth in Exhibit "A," attached hereto and incorporated herein by reference.

The total compensation under this Agreement shall not exceed five-thousand dollars (\$5,000.00) without written approval of the District Board of Directors. Extra Work may be authorized, as described below; and if authorized, said Extra Work will be compensated at the rates and manner set forth in this Agreement.

4.2 Payment of Compensation. Contractor shall submit to District in the form approved by District, a monthly statement for Services rendered prior to the date of the statement. District shall, within 30 days of receiving such statement, review the statement and pay all approved charges thereon.

4.3 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by District.

4.4 Extra Work. At any time during the term of this Agreement, District may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by District to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement and which exceeds the total compensation set forth in Section 4.1, above. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from District Board of Directors.

4.5 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Sections 1720, *et seq.*, and 1770, *et seq.*, as well as California Code of Regulations, Title 8, Section 16000, *et seq.*, ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000.00 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. District shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the District, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

5. GENERAL PROVISIONS.

5.1 Termination of Agreement. District may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving at least thirty (30) days written notice to Contractor of such termination.. Contractor may terminate this Agreement solely for cause and shall do so by providing written notice to District of such termination, and specifying the date thereof, at least thirty (30) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those services which have been adequately rendered to District, and Contractor shall be entitled to no further compensation.

5.2 Representatives. District's General Manager or his or her designee shall be the representative of District for purposes of this Agreement and may issue all consents, approvals, directives, or agreements on behalf of District called for by this Agreement. Contractor shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Contractor called for by this Agreement.

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

Contractor: Matthew K. Causley, Chief Operating Officer
444 N Cleveland Avenue
Loveland, CO 80537
office: 970.292.2200, cell: 786.650.4469

District: Rossmoor Community Services District
3001 Blume Dr.
Rossmoor, CA 90814
Attn: Sharon Landers, General Manager

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

5.4 Public Records Act Disclosure. Contractor has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Contractor, or any of its subcontractors, pursuant to this Agreement and provided to District may be subject to public disclosure as required by the California Public Records Act (California Government Code section 7920 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the Public Records Act, and of which Contractor informs District of such trade secret. District will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The District shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the court.

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

5.6 Attorneys' Fees. If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in connection with such action.

5.7 Indemnification. Contractor agrees to defend, with counsel selected by District from Contractor's insurance carrier's panel counsel, indemnify, and hold free and harmless District, its elected officials, officers, agents and employees, at Contractor's sole expense, from and against any and all third party claims, actions, suits or other legal proceedings brought against District, its elected officials, officers, agents and employees to the extent arising out of the intentionally wrongful or negligent performance of Contractor, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by Contractor, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of Contractor, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against District, its elected officials, officers, agents and employees based upon the work performed by Contractor, its employees, and/or authorized subcontractors under this Agreement, whether or not Contractor, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, Contractor shall not be liable for the defense or indemnification of District for claims, actions, complaints or suits arising out of the sole or active negligence or willful misconduct of District. Notwithstanding any provision of law to the contrary, Contractor shall have the right to control the defense and settlement of any action for which indemnification is sought, provided that it shall not enter into any settlement that requires an admission of wrongdoing by any indemnitees without that indemnitees' approval. Contractor's obligations under this Agreement are contingent upon timely receipt of notice of the claim for which indemnification is sought, such that defense of the claim is not prejudiced, and the reasonable assistance of the indemnitees in connection with the defense of the claim. This provision shall supersede and replace all other indemnity provisions contained either in the District's specifications or Contractor's proposal, which shall be of no force and effect.

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

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

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

5.11 Prior Approval Required to Subcontract. The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for District to enter into this Agreement. Therefore, without express written approval of District, Contractor shall not contract with any other entity to perform in whole or in part services required hereunder without express written approval of District, and neither this Agreement nor any interest herein may be transferred or assigned. No approved transfer shall release Contractor, or any surety or insured of Contractor, of any liability hereunder without express written consent of District.

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

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

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

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

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

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

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

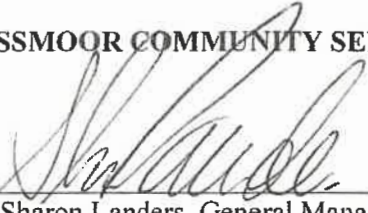
5.19 The Individuals Signing this Agreement. The individuals signing this Agreement represent and warrant that they have the right, power, and authorization to bind their respective entities to the terms of the Agreement.

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

5.21 Entire Agreement. This Agreement constitutes the entire agreement of the Parties with respect to any matter referenced herein and supersedes any and all other prior negotiations. As of the Effective Date of this Agreement, this Agreement shall supersede, and otherwise be controlling, over any and all provisions of any previous agreements, which shall be of no further force or effect.

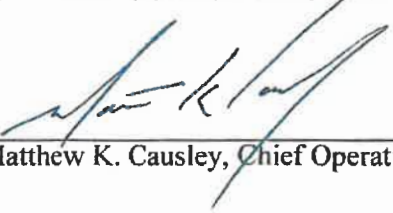
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

ROSSMOOR COMMUNITY SERVICES DISTRICT

By: 
Sharon Landers, General Manager

Date: 10/20/2025

INTERWEST CONSULTING GROUP, INC

By: 
Matthew K. Causley, Chief Operating Officer

Date: 10/20/2025

APPROVED AS TO FORM FOR DISTRICT

By: 
General Counsel

Date: October 21, 2025

EXHIBIT "A"

October 6, 2025

Sharon Landers
General Manager
Rossmoor Community Services District
Rush Park
3001 Blume Drive
Rossmoor, CA 90720



Re: Letter Proposal for Construction Management/Inspection Services for Rossmoor Park Canopy Project

Dear Ms. Landers,

We are pleased to submit this proposal to Rossmoor Community Services District (Rossmoor) to provide Construction Management (CM), and Inspection (I) services for the Rossmoor Park Canopy Project. We fully understand the scope and significance of this infrastructure project and we are committed to supporting Rossmoor in delivering this project safely, efficiently, and in full compliance with applicable federal, state, and local requirements.

We understand the scope of work for the Shade Structure Project includes mobilization, site security, and utility location before beginning demolition of the existing concrete slab and lawful disposal of debris. Earthwork involves grading the site and managing excess soil and turf in coordination with the Rossmoor Park Project Manager. New concrete work will include installation of an 816 square foot, 4-inch-thick reinforced slab, excavation and pouring of footings per manufacturer specifications, and proper curing methods. Following adequate curing, the contractor will transport client-owned shade structure components from Rush Park to Rossmoor Park and install the 32' x 22' x 8' fabric canopy per manufacturer and engineering guidelines, ensuring alignment, anchoring, and stability. The project concludes with site cleanup, removal of fencing, and demobilization, with the contractor providing all labor, equipment, and supervision but excluding permits, engineering documents, utility fees, landscaping, hazardous material abatement, and the shade structure itself, which is client-supplied.

Our Construction Management and Inspection staff is fully prepared to provide comprehensive oversight and coordination of all preconstruction and construction activities, ensuring strict adherence to project plans, specifications, contract documents, and regulatory requirements. Our services will encompass project analysis and recommendations, contract compliance, change management, RFI and submittal review, coordination with Rossmoor and the contractor, schedule and budget control, regular field inspections, and quality assurance. We will also prepare detailed field reports, verify quantities for progress payments, and maintain thorough project documentation. Recognizing the importance of safe and continuous public access, our team will work collaboratively with Rossmoor, stakeholders, and the contractor to minimize disruptions and deliver these parks improvement projects on time, within budget, and to the highest standards of quality.

FEE SCHEDULE

Please find below the requested CMI Services detailed breakdown of the anticipated labor hours and associated costs required to successfully deliver these projects in accordance with the project scope and objectives. We anticipate the duration of the project phases as follows: Rossmoor Park Canopy Project - 2 WD days preconstruction activities, 20 WD days construction contract time, and 2 WD days post construction/project close out activities. The anticipated CMI costs are approximate and will be utilized on an as needed basis.

Staff	Hourly Rate	Pre-Construction Hrs Per Week		Construction Hrs Per Week		Post-Construction Hrs Per Week		Total
Construction Manager/Inspector <i>Tyrone Chesanek, PE</i>	\$190	2 hrs	\$440	18 hrs	\$3960	2 hrs	\$440	\$4,840.00
TOTAL (NOT TO EXCEED)								\$4,840.00

PROJECT TEAM

Below is a brief introduction to our Construction Manager/Inspector that will be providing the services mentioned in this proposal for the successful project from start to completion.

CONSTRUCTION MANAGER/INSPECTOR



Tyrone Chesanek, PE
PROJECT & CONSTRUCTION MANAGER / RESIDENT ENGINEER
INTERWEST GROUP

Experienced Deputy Public Works Director managing Facility and Parks CIP, Facility Maintenance, Street and Utility CIP, Facilities Management, Stores, Fleet Services, Environmental Program, and Streetlights. Assisted in planning, directing, supervising, and coordinating departmental operations; assigned work activities, projects and programs; monitored workflow; reviewed and evaluated work products, methods and procedures. Prepared and presented staff reports to the City Council, Council Committees, boards, commissions and numerous civic organizations representing the Department. Assisted with the preparation of operating and capital improvement budgets, including long-term maintenance management. Supervised and assisted subordinate supervisors in the operations and maintenance of City infrastructure, and established long-range plans and goals.

As a Project/Construction Manager, he has successfully overseen federally funded transportation improvement projects, such as the Adams Pinecreek Intersection Project in Costa Mesa, California (Federal Project No. CML-5312(104)). This \$2.8 million project involves complex intersection upgrades including traffic signal modernization with video detection, ADA-compliant curb ramp installation, median modifications, and multi-use pathway construction. Mr. Chesanek has provided full construction management and inspection (CM&I) oversight, ensuring compliance with federal funding requirements, Caltrans standards, and FHWA guidelines, while closely monitoring project budget, schedule, and contractor performance.

In addition to federal project experience, Mr. Chesanek has extensive involvement with state and local capital improvement projects including the Local Street Rehabilitation and La Paz Phase 2 Street Rehabilitation Projects in Laguna Niguel, California. These projects encompassed a wide scope of pavement rehabilitation activities such as asphalt removal and replacement, crack sealing, REAS Type II application, pavement striping, and traffic signal improvements, with contract values of \$1.4 million and \$2.3 million respectively. Responsibilities included managing all aspects of construction administration in conformance with state specifications, labor compliance requirements, and California MUTCD standards.

Further demonstrating versatility with municipal utility and roadway upgrades, Mr. Chesanek has managed the South Brea Water, Sewer, and Pavement Project, \$2.5 million, involving underground utility improvements, PCC and asphalt paving, SWPPP implementation, and roadway widening in accordance with city, state, and federal guidelines. He ensured proper coordination with utility agencies

INTERWEST

such as Southern California Edison, adherence to stormwater and environmental protection requirements, and compliance with prevailing wage and labor standards per California Public Works regulations, while maintaining quality assurance and contract documentation standards required for state and federally funded infrastructure projects.

We appreciate the opportunity to continue serving the City of Costa Mesa. Should you have any questions, please do not hesitate to reach out to Tyrone Chesaneck or tchesaneck@interwestgrp.com.

Sincerely,

Bill Evans
Senior Director of Professional Services
Interwest Consulting Group

INTERWEST

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM G-2

Date: September 8, 2026

To: Honorable Board of Directors

From: General Manager Sharon Landers

Subject: DISCUSSION AND POSSIBLE ACTION RE: AMENDING THE DISTRICT'S PROFESSIONAL SERVICES AGREEMENT WITH DISTRICT AUDITORS NIGRO & NIGRO, PC

RECOMMENDATION

It is recommended that the Board of Directors approve and authorize the execution of the First Amendment to the professional services agreement with Nigro & Nigro, PC, to permit progress payments for ongoing audit services.

BACKGROUND

The organization previously entered into a professional services agreement with Nigro & Nigro to conduct the annual financial audit. Under the terms of the original agreement, payment was structured to be issued upon the final completion and delivery of the audited financial statements.

DISCUSSION AND JUSTIFICATION

Nigro & Nigro has requested a contract modification to transition from a single lump-sum payment at completion to a progress payment structure. Under the proposed First Amendment, disbursements will be made periodically based on clearly defined, verifiable milestones achieved during the audit cycle (such as the completion of interim testing, conclusion of year-end fieldwork, and issuance of the draft report).

This adjustment aligns with standard professional practice for comprehensive financial audits, which span several months. Providing progress payments ensures the audit firm can maintain appropriate staffing and resource allocation throughout the engagement. The total contract fee and maximum authorized amount remain identical to the original approved agreement; this amendment modifies only the timing of the disbursements. Management will retain oversight and internal control, as no progress payment will be released without documented verification of milestone completion.

FINANCIAL IMPACT

This amendment has net-zero impact on the overall fiscal year budget, as the total contract value remains unchanged. Cash flow timing will shift slightly to accommodate periodic interim payments instead of a single year-end expenditure, which has already been accounted for in current cash flow projections.

ATTACHMENTS

1. Proposed 1st Amendment to Professional Services Agreement with Nigro & Nigro.
2. Rossmoor Community Services District Professional Services Agreement with Nigro & Nigro for Auditing Services.

**AMENDMENT NO. 1
ROSSMOOR COMMUNITY SERVICES DISTRICT
PROFESSIONAL SERVICES AGREEMENT WITH NIGRO & NIGRO, PC FOR
PROFESSIONAL AUDITING SERVICES FOR FISCAL YEARS 2026-2028**

This First Amendment (“Amendment”) to the Professional Services Agreement (“Agreement”) is made and entered into this 8th day of September 2026 by and between the ROSSMOOR COMMUNITY SERVICES DISTRICT, a public agency (“District”), and NIGRO & NIGRO, PC (“Consultant”). District and Consultant are sometimes individually referred to as “Party” and collectively as “Parties.”

RECITALS

WHEREAS, District and Consultant entered into the Agreement on May 4, 2026; and

WHEREAS, District and Consultant desire to amend the Agreement to allow Consultant to submit an interim half-yearly statement for consideration of payment by District.

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

1. Section 4, Fees and Payments, Sub-section 4.2, Payment of Compensation, is amended to read as follows:

4.2. Payment of Compensation. Consultant shall submit to District a yearly statement for services, not exceeding twenty-thousand dollars (\$20,000.00), following the approval by the Board of each fiscal year’s final audit. District shall, within forty-five (45) days of receiving such statement, review the statement and pay all approved charges thereon. Consultant may also submit an interim half-yearly statement, not exceeding ten-thousand dollars (\$10,000.00). The General Manager shall, within forty-five (45) days of receipt thereof, review the interim statement and pay the charges therein, if in the General Manager’s sole and absolute discretion, the interim statement is found to be satisfactory.

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

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

DISTRICT:

ROSSMOOR COMMUNITY SERVICES
DISTRICT

By: _____
Jo Shade, President

NIGRO & NIGRO PC:

By: _____
Paul J. Kaymark, Managing Partner

APPROVED AS TO FORM FOR DISTRICT

By: _____
Tarquin Preziosi, General Counsel

**ROSSMOOR COMMUNITY SERVICES DISTRICT
PROFESSIONAL SERVICES AGREEMENT WITH NIGRO & NIGRO, PC FOR
PROFESSIONAL AUDITING SERVICES FOR FISCAL YEARS
2026-2028**

This Professional Services Agreement ("Agreement") is made and entered into this 4th day of May 2026 by and between the Rossmoor Community Services District, a public agency ("District"), and Nigro & Nigro, PC ("Consultant"). District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

1. Recitals.

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

1.2 Project. District desires to engage Consultant to render professional auditing services of the District's annual financial statements ("Project") as set forth in this Agreement.

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

2. Scope of Services and Term.

2.1 General Scope of Services. Consultant promises and agrees to furnish to the District all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to and performed in accordance with this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. In the event of a conflict or ambiguity between the provisions of this Agreement and any of the attached exhibits, the provisions of this Agreement shall be controlling.

2.2 Term. The term of this Agreement shall be for a period commencing on the date first written above (the "Effective Date") and concluding with the presentation of the final 2027-2028 audit to and approval of same by the Board of Directors (the "Board") unless earlier terminated or extended as provided herein. Consultant shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines. The term of this Agreement may be extended for up to three additional fiscal years in the discretion of the Board, pursuant to Section 4, below.

3. Responsibilities of Consultant.

3.1 Control and Payment of Subordinates; Independent Consultant. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means,

methods and details of performing the Services subject to the requirements of this Agreement. District retains Consultant on an independent Consultant basis and not as an employee. Consultant shall have no power to incur any debt, obligation, or liability on behalf of District or otherwise act on behalf of District as an agent. Neither District nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of District. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of District and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax withholding, unemployment insurance, disability insurance, and Workers' Compensation insurance.

3.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement and in accordance with the schedule of services as incorporated into Exhibit "A". Consultant represents and warrants that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the schedule, District shall respond to Consultant's submittals in a timely manner. Upon request of District, Consultant shall provide a more detailed schedule of anticipated performance to meet the schedule of services.

3.3 Conformance to Applicable Requirements and Coordination of Services. All work prepared by Consultant shall be subject to the approval of District. Consultant agrees to work closely with District staff in the performance of Services and shall be available to District's staff, Consultants and other staff at all reasonable times.

3.4 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

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

the sole satisfaction of District and to participate in any meeting required with regard to the correction.

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

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

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

3.9 Insurance.

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

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability:* Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Workers' Compensation;* and (3) *Automobile Liability:* Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto).

(B) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability:* A policy of comprehensive general liability insurance written on a per occurrence basis in an amount not less than either (i) a combined single limit of two million dollars

(\$2,000,000.00) or (ii) bodily injury limits of one million dollars (\$1,000,000.00) per person, two million dollars (\$2,000,000.00) per occurrence and two million dollars (\$2,000,000.00) products and completed operations and property damage limits of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate; (2) *Workers' Compensation Insurance*: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for the Consultant and the District against any loss, claim, or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Consultant in the course of carrying out the work or service contemplated in this Agreement; and (3) *Automobile Liability*: a policy of comprehensive vehicle liability insurance written on a per occurrence basis in an amount not less than either (i) bodily injury liability limits of one million dollars (\$1,000,000.00) per person and two million dollars (\$2,000,000.00) per occurrence and property damage liability limits of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate to cover the operation of all automobiles, trucks, street sweeping vehicles or other motorized vehicles utilized by Consultant. Said policy shall include coverage for owned, non-owned, leased and hired vehicles.

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

4. Fees and Payments.

4.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "B," attached hereto and incorporated herein by reference. The compensation shall not exceed twenty-thousand dollars (\$20,000.00) annual compensation, and the total compensation shall not exceed sixty thousand dollars (\$60,000.00) without written approval of District. Compensation for any extension of the term of this Agreement pursuant to Section 2.2 shall not exceed twenty-thousand dollars (\$20,000.00) annual compensation for each yearly extension, and the total compensation shall not exceed sixty thousand dollars (\$60,000.00), without written

approval of District. Extra Work may be authorized, as described below; and if authorized, said Extra Work will be compensated at the rates and manner set forth in this Agreement.

4.2 Payment of Compensation. Consultant shall submit to District a yearly statement for services, not exceeding twenty-thousand dollars (\$20,000.00), following the approval by the Board of each fiscal year's final audit. District shall, within forty-five (45) days of receiving such statement, review the statement and pay all approved charges thereon.

4.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by District.

4.4 Extra Work. At any time during the term of this Agreement, District may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by District to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from District's Representative.

4.5 Prevailing Wages. Consultant is aware of the requirements of California Labor Code sections 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is one thousand dollars (\$1,000.00) or more, Consultant agrees to fully comply with such Prevailing Wage Laws. District shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. Consultant shall defend, indemnify and hold the District, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

5. General Provisions.

5.1 Termination of Agreement. District may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Consultant may terminate this Agreement solely for cause and shall do so by providing written notice to District of such termination, and specifying the date thereof, at least thirty (30) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to District, and Consultant shall be entitled to no further compensation.

5.2 Representatives. District's General Manager or his or her designee shall be the representative of District for purposes of this Agreement and may issue all consents, approvals, directives, or agreements on behalf of District called for by this Agreement. Consultant shall

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

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

Consultant: Nigro & Nigro, PC
25220 Hancock Avenue, Suite 400
Murrieta, CA 92562
Attn: Paul J. Kaymark, Managing Partner

District: Rossmoor Community Services District
3001 Blume Dr.
Rossmoor, CA 90814
Attn: Sharon L. Landers, General Manager

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

5.4 Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to District may be subject to public disclosure as required by the California Public Records Act (California Government Code section 7920.000 et seq.). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code section 7924.510(f), and of which Consultant informs District of such trade secret. District will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The District shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed in the sole and absolute discretion of District to be required by law or by order of the court.

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

5.6 Attorneys' Fees. If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the

prevailing party in such litigation shall be entitled to have and recover from the losing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in connection with such action.

5.7 Indemnification. Consultant agrees to defend, with the attorneys of District's choosing, indemnify, and hold free and harmless District, its elected officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against District, its elected officials, officers, agents and employees arising out of the performance of Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against District, its elected officials, officers, agents and employees based upon the work performed by Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, Consultant shall not be liable for the defense or indemnification of District for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of District. This provision shall supersede and replace all other indemnity provisions contained either in the District's specifications or Consultant's proposal, which shall be of no force and effect.

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

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

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

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

5.12 Non-Exclusive Agreement. Consultant acknowledges that District may enter into agreements with other Consultants for services similar to the services that are subject to this

Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

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

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

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

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

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

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

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

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

5.21 Entire Agreement. This Agreement constitutes the entire agreement of the Parties with respect to any matter referenced herein and supersedes any and all other prior negotiations. As of the Effective Date of this Agreement, this Agreement shall supersede, and otherwise be controlling, over any and all provisions of any previous agreements, which shall be of no further force or effect.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed

by and through their respective authorized officers, as of the date first above written.

ROSSMOOR COMMUNITY SERVICES DISTRICT

By: 
Jo Shade, President

Date: 5/8/26

NIGRO & NIGRO PC

By: 
Paul J. Kaymark, Managing Partner

Date: May 8, 2026

APPROVED AS TO FORM FOR DISTRICT

By: 
Tarquin Preziosi
General Counsel

Date: May 12, 2026

EXHIBIT "A"

Scope of Services

EXHIBIT "B"

Compensation

**COST PROPOSAL
FOR
PROFESSIONAL AUDITING SERVICES**

Rossmoor Community Services District

**For the Fiscal Years Ending
June 30, 2026-2028
(With the Option of Fiscal Years 2029 to 2031)**

NIGRO & NIGRO^{PC}

Respectfully Submitted on March 20, 2026 by:

Paul J. Kaymark, CPA

Nigro & Nigro, PC

pkaymark@nncpas.com

Federal Tax ID: 30-0636241

Nncpas.com

Murrieta Office: 25220 Hancock Ave. #400, Murrieta, CA 92562 • P: (951) 698-8783 • F: (951) 699-1064
Walnut Creek: 2121 N. California Blvd. #290, Walnut Creek, CA 94596 • P: (844) 557-3111 • F: (844) 557-3444

Proposed Pricing Per Professional Staff Member

Professional	Hours	Rates		Total
		Standard	Quoted	
Partner	12.00	\$ 275.00	\$ 250.00	\$ 3,000.00
Managers	16.00	250.00	225.00	3,600.00
Seniors	32.00	225.00	200.00	6,400.00
Staff Members	40.00	200.00	175.00	7,000.00
Admin	-	125.00	100.00	-
Subtotal	100.00			20,000.00
Out-of-Pocket - Included in Rates (We Are Local)				-
Total Max				\$ 20,000.00

Fiscal Year	FY 2026	FY 2027	FY 2028	Total
District Financials	\$ 19,500	\$ 19,500	\$ 19,500	\$ 58,500
SCR Preparation	500	500	500	1,500
Total	\$ 20,000	\$ 20,000	\$ 20,000	\$ 60,000

Same Price for FY 2029 to FY 2031

Federal Single Audit - \$5,000, if needed

ADDITIONAL INFORMATION

Testimonial

"Few people have the opportunity to work with someone who was a coach and a mentor-but I did when I worked with Paul. I had the pleasure working directly under Paul's supervision and I was particularly impressed by his ability to handle even the toughest clients - and effortlessly. That skill often takes years to develop, but it seemed to come perfectly natural to him. Paul was one of those rare partners who also naturally serve as an inspiring mentor for the whole staff and I was grateful to learn a lot from him."

Deana Miller
Accounting Manager
PolyCera, Inc.

Fraud Hotline



Throughout the audit process, we will make available our fraud hotline reporting service at no additional charge over the period of the contract to ensure the District has an effective anti-fraud program.

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM G-3

Date: September 8, 2026

To: Honorable Board of Directors

From: General Manager Sharon Landers

Subject: RENEWAL OF ROSSMOOR COMMUNITY SERVICES DISTRICT FACILITY
USE AGREEMENT WITH HAPPY HOUR FIT CLUB

RECOMMENDATION

Staff is recommending that the Rossmoor Community Services District (RCSD) enter into a one-year Park Use Agreement by and between the RCSD and Kerrie Da Vannon, dba Happy Hour Fit Club, for a term of September 13, 2026, to September 12, 2027. Ms. DaVannon has expressed her desire to continue the program in the park and renew the contract for another year at the hourly rate of \$13.75/hour (resident rate) or \$29.00/hour (non-resident rate), whichever is applicable.

BACKGROUND

In September 2022, the District entered into a Park Use Agreement with Ms. DaVannon to operate exercise programs at Rossmoor and Rush Parks. Ms. DaVannon opted to exercise the 1-year extension option in 2025 and is currently being charged \$11.50/hour. Ms. DaVannon registers her own students and accepts payment directly from her students. The District's only involvement in this Agreement is to secure liability insurance from Ms. DaVannon and collect the hourly rental rate for use of the parks. The Rossmoor Community Services District and other municipalities strongly support healthy lifestyles and promote and even encourage Recreation activities similar to those offered by fitness instructors and private sports instruction.

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

FISCAL IMPACT

In FY 2025-2026 approximately \$4,230 was collected from Ms. DaVannon from rental revenue. It is anticipated that similar revenue will be generated in FY 2026-2027.

ATTACHMENTS

1. Proposed Renewal Contract for 2026-2027 – Clean
2. Proposed Renewal Contract for 2026-2027 – Changes highlighted in yellow

ROSSMOOR COMMUNITY SERVICES DISTRICT

PARK USE AGREEMENT

KERRIE DAVANNON: HAPPY HOUR FIT CLUB INSTRUCTOR

This Park Use Agreement ("AGREEMENT") is made and entered into this 13th day of September, 2026 by and between Rossmoor Community Services District ("DISTRICT"), and Kerrie DaVannon ("USER"). The DISTRICT and USER are sometimes referred to in this AGREEMENT, each individually as a "Party," or collectively, as the "Parties."

RECITALS

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

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

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

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

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

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

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

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

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

NOW, THEREFORE, DISTRICT AND USER AGREE AS FOLLOWS:

t. USE

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

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

2. AGREEMENT

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

3. TERM & TERMINATION

- 3.1 The initial term of the AGREEMENT shall be from September 13, 2026 to September 12, 2027.
- 3.2 Prior to the expiration of the initial term, this AGREEMENT may be extended for up to one (1) additional one (1) year term in the sole discretion of the District General Manager, provided USER is in compliance with all of the provisions of this AGREEMENT.
- 3.3 The initial term or any additional term may be terminated by DISTRICT upon giving 30 days written notice to USER.
- 3.4 This AGREEMENT, and the permit granted hereunder, may be terminated by the DISTRICT based upon a breach of any of the terms and conditions of this AGREEMENT by the USER. DISTRICT will provide USER notice of the breach

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

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

4. **SERVICES OF USER**

- 4.1 USER agrees to the following:

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

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

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

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

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

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

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

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

6. **INDEPENDENT USER**

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

7. **USE OF PREMISES**

- 7.1 **Schedule of Use.** USER shall comply with the Use of Parks attached in Exhibit A. DISTRICT reserves the right to use, sublease, or issue permits for areas of the Rossmoor parks to third parties. USER is aware and acknowledges that the Schedule of Use is subject to change with 15 days notice to meet the scheduling and maintenance needs of the DISTRICT and agrees to indemnify and hold DISTRICT harmless for any such changes to the Schedule of Use.
- 7.2 **No Unlawful Uses.** USER shall only be permitted to use the Premises for instructional service activities and programs and USER agrees not to use the Premises for any immoral or unlawful purpose.

- 7.3 **Preservation of Insurance.** USER shall not commit any acts on the facilities, nor use the facilities in any manner that will cause the cancellation of any fire, liability, or other insurance policy insuring the facilities or the improvements on the facilities.
- 7.4 **No Waste or Nuisance.** USER shall not commit any waste or any public or private nuisance upon the facilities.
- 7.5 **Legal Compliance.** USER shall not violate any federal, state, or District law, rule, regulation or order of court that may be applicable to the use of the Premises.

8. INDEMNIFICATION

- 8.1 USER shall indemnify, defend (with counsel approved by DISTRICT), and hold harmless DISTRICT, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in any way connected with fitness classes and/or USER's use of District property hereunder or USER's failure to comply with any of its obligations continued in this AGREEMENT, regardless of DISTRICT's passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of the DISTRICT. Should DISTRICT in its sole discretion find USER's legal counsel unacceptable, then USER shall reimburse the District its costs of defense, including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation. The USER shall promptly pay any final judgment rendered against the DISTRICT (and its officers, officials, employees and volunteers) covered by this indemnity obligation. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this AGREEMENT.
- 8.2 The requirements as to the types and limits of insurance coverage to be maintained by USER as required by Section 9, below and any approval of said insurance by District are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by USER pursuant to this AGREEMENT, including, without limitation, to the provisions concerning indemnification.

9. INSURANCE

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

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

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

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

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

10. MISCELLANEOUS

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

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

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

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

DISTRICT:

Sharon Landers, General Manager
Rossmoor Community Services District

HAPPY HOUR FIT CLUB (CONTRACTOR)

Kerrie DaVannon – Happy Hour Fit Club

Exhibit A: Use of Parks

I. USER Classes

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

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

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

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

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

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

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

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

II. USER FEES

- A. Hourly field use charge of \$13.75 per hour residential rate (proof of residency required) or \$29.00 per hour non-resident rate, whichever is applicable, paid within 15 days of the end of each quarter.

III. USE OF DISTRICT PROPERTY

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

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

Kerrie DaVannon

IV. PARTICIPANTWAIVER

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

RELEASE, HOLD HARMLESS AND AGREEMENT NOT TO SUE

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

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

PARTICIPANT:

(Please Sign)

By: _____
(Please Print)

Name & Title: _____
(Please Print)

ROSSMOOR COMMUNITY SERVICES DISTRICT

PARK USE AGREEMENT

KERRIE DAVANNON: HAPPY HOUR FIT CLUB INSTRUCTOR

This Park Use Agreement ("AGREEMENT") is made and entered into this 13th day of September, 2026 by and between Rossmoor Community Services District ("DISTRICT"), and Kerrie DaVannon ("USER"). The DISTRICT and USER are sometimes referred to in this AGREEMENT, each individually as a "Party," or collectively, as the "Parties."

RECITALS

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

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

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

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

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

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

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

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

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

NOW, THEREFORE, DISTRICT AND USER AGREE AS FOLLOWS:

t. USE

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

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

2. AGREEMENT

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

3. TERM & TERMINATION

- 3.1 The initial term of the AGREEMENT shall be from September 13, 2026 to September 12, 2027.
- 3.2 Prior to the expiration of the initial term, this AGREEMENT may be extended for up to one (1) additional one (1) year term in the sole discretion of the District General Manager, provided USER is in compliance with all of the provisions of this AGREEMENT.
- 3.3 The initial term or any additional term may be terminated by DISTRICT upon giving 30 days written notice to USER.
- 3.4 This AGREEMENT, and the permit granted hereunder, may be terminated by the DISTRICT based upon a breach of any of the terms and conditions of this AGREEMENT by the USER. DISTRICT will provide USER notice of the breach

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

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

4. **SERVICES OF USER**

- 4.1 USER agrees to the following:

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

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

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

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

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

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

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

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

6. **INDEPENDENT USER**

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

7. **USE OF PREMISES**

- 7.1 **Schedule of Use.** USER shall comply with the Use of Parks attached in Exhibit A. DISTRICT reserves the right to use, sublease, or issue permits for areas of the Rossmoor parks to third parties. USER is aware and acknowledges that the Schedule of Use is subject to change with 15 days notice to meet the scheduling and maintenance needs of the DISTRICT and agrees to indemnify and hold DISTRICT harmless for any such changes to the Schedule of Use.
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- 7.5 **Legal Compliance.** USER shall not violate any federal, state, or District law, rule, regulation or order of court that may be applicable to the use of the Premises.

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- 9.13 Failure on the part of the CONTRACTOR to procure or maintain required insurance shall constitute a material breach of this Agreement under which the DISTRICT may terminate this Agreement and the License pursuant to Section 3, above.

10. MISCELLANEOUS

- 10.1 **Entire Agreement.** This AGREEMENT, dated September 6, 2016 contains the entire agreement between the parties hereto with respect to the subject matter hereof: and any other purported agreement made shall be ineffective to change, modify, discharge or effect an abandonment of this AGREEMENT in whole or in part unless such purported agreement is in writing and signed by the party against whom enforcement is sought.
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IN WITNESS WHEREOF, the parties have executed this AGREEMENT as of the date first written above.

DISTRICT:

Sharon Landers, General Manager
Rossmoor Community Services District

HAPPY HOUR FIT CLUB (CONTRACTOR)

Kerrie DaVannon – Happy Hour Fit Club

Exhibit A: Use of Parks

I. USER Classes

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

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

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

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

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

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

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

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

II. USER FEES

- A. Hourly field use charge of \$13.75 per hour residential rate (proof of residency required) or \$29.00 per hour non-resident rate, whichever is applicable, paid within 15 days of the end of each quarter.

III. USE OF DISTRICT PROPERTY

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

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

Kerrie DaVannon

IV. PARTICIPANT WAIVER

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

RELEASE, HOLD HARMLESS AND AGREEMENT NOT TO SUE

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

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

PARTICIPANT:

(Please Sign)

By: _____
(Please Print)

Name & Title: _____
(Please Print)

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM G-4

Date: September 8, 2026

To: Honorable Board of Directors

From: General Manager Sharon Landers

Subject: APPROVAL OF THE SECOND READING OF REVISIONS TO POLICY 3035
INVESTMENT OF DISTRICT FUNDS

RECOMMENDATION

It is recommended that the Rossmoor Community Services District Board of Directors approve the second reading of proposed changes to Investment Policy No. 3035 Investment of District Funds to allow the District to diversify investments and to remove the reference to the Orange County Treasury, which has been disbanded.

BACKGROUND

At its May 28, 2026 meeting, the Rossmoor Community Services District (RCSD) Investment Committee (Directors Shade and Searles) recommended updating Policy No. 3035 (Investment of District Funds). The changes allow for asset diversification and remove references to the disbanded Orange County Treasury. The Board reviewed the first reading of these revisions on July 14, 2026, and requested no substantive changes.

Due to the conservative approach the Rossmoor Community Services District takes toward investing, the Board of Directors has been satisfied with utilizing Local Agency Investment Fund (LAIF) as the District's investment vehicle. However, with the District's healthy reserve balance, the Investment Committee recommends that the Board consider policy revisions that will allow long-term investment options to generate a higher yield.

In advance of recommending policy revisions, the Investment Committee received and discussed a presentation by California CLASS, which is very flexible and offers public agencies a convenient method for investing in highly liquid, investment-grade securities carefully selected with the goal of optimizing yields while prioritizing security and liquidity. The Committee also received a presentation by California Asset Management Program (CAMP), which offers a range of services to assist public agencies with investing their operating funds, bond proceeds, debt service funds, and reserve funds.

ATTACHMENTS

1. Proposed Changes to Policy No. 3035 – REDLINE
2. Policy No. 3035 – CLEAN with incorporated changes.

Rossmoor Community Services District

Policy**No. 3035**

INVESTMENT OF DISTRICT FUNDS

3035.00 Purpose: The purpose of this policy is to comply with the requirements of California Government Code Sections 53600 et. seq. and to provide clear guidance for the investment of surplus funds under the control but not required for the immediate needs of the Rossmoor Community Services District (RCSD); herein after, the District.

3035.10 Objectives: The objectives of the investment of the funds of the District is primarily to safeguard the principal of the funds under its control, secondarily, to meet the liquidity needs of the District and thirdly, to achieve a market rate of return consistent with California law.

3035.20 Responsibility: When investing public funds, the District is a trustee and therefore a fiduciary subject to the prudent investor standard. When investing, reinvesting, purchasing, acquiring, exchanging, selling or managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing including, but not limited to, the general economic conditions and the anticipated needs of the District that a prudent person would exercise in the management of his or her own funds, not for speculation, but for investment, considering the probable safety of his or her capital, as well as the probable income to be derived.

3035.30 Investment Principles:

3035.31 The District shall invest all funds under its control that are not needed for its operations.

3035.32 The District shall have a diversified investment portfolio limited to the following types:

- a. United States Treasury Bills, Notes and Bonds.
- b. Federal Agency or United States Government sponsored enterprise obligations.
- c. Registered California State Bonds, Warrants or Treasury Notes.
- d. California Local Agency Investment Fund (LAIF).
- e. Orange County Treasury Shares of beneficial interest issued by a joint powers authority organized pursuant to California Government Code Sections 6509.7 and 53601 (p). This includes requirements that the adviser is registered or exempt from registration with the Securities and Exchange Commission; has not less than five years of experience investing in the securities and obligations authorized in Government Code section 53601, subdivisions (a) to (o), inclusive; and has assets under management in excess of five hundred million dollars (\$500,000,000).
- f. Bonds or Notes of U.S. corporations rated "A" or better by Moody's or S&P, for terms not to exceed five years.
- g. Bankers Acceptances (Bills of Exchange, or Time Drafts), maturity not to exceed six months.

h. Certificates of Deposit, maturity not to exceed two years.

i. Mutual funds that consist solely of one of the following investment types noted above:
a., b., c., or f.

3035.33 The District shall not invest more than fifty percent (50%) of its investment portfolio in securities that have a maturity of more than one year. No more than twenty-five percent (25%) of its portfolio shall be invested in securities that have a maturity of more than two years. No securities can be purchased with a maturity greater than five years, unless matched to a specific asset acquisition or approved by the Board.

3035.34 The District's investment strategy is to purchase securities with the intent of holding them until maturity. However, the District may sell a security prior to its maturity in order to improve the quality, liquidity or yield of the portfolio in response to market conditions or District needs.

3035.35 The transferring of investment funds will be carried out exclusively by use of telephonic or electronic wire transfers. Each entity with which the District does business shall receive, in writing, a listing which limits transfers of funds to preauthorized bank accounts only.

3035.36 The District shall maintain all funds needed for its operations within one month, together with all funds not then invested in accordance with Section 3035.32 in one or more checking accounts or savings accounts that are fully insured by FDIC in state or national banks, state or federal savings associations, or state or federal credit unions in California. Such funds may be in active deposits, inactive deposits, and/or interest bearing active deposits. The deposits cannot exceed the amount of the bank's, savings and loans', or credit union's paid up capital surplus. The funds may be in an account over \$100,000 if the FDIC limit is raised or if the bank, savings and loan or savings institution has collateralized the account by at least 110% in another bank or financial institution.

3035.37 The District may invest some or all its investment portfolio in the LAIF upon a recommendation of the Investment Committee and approval of the Board. The District shall invest no more than twenty-five percent (25%) of its investment portfolio in any one of the other types of investment as set forth in Section 3035.32 and shall not invest more than the FDIC limit (within the maturity date of the deposit/investment) in any one financial institution (bank, savings and loan, credit union), or U.S. corporation.

3035.38 All security transactions entered into by the District shall be conducted on delivery-versus payment (DVP) basis. All securities purchased or acquired shall be delivered to the District by book entry, physical delivery or by third party custodial agreement.

3035.39 The purchase of any investment shall be made either directly from the issuer or from an institution licensed by the state as a broker-dealer (as defined in Corporations Code Section 25004) or from a member of a federally regulated securities exchange, from a national or state-chartered bank, from a savings association or federal association (as defined in Financial Code Section 5102) or from a brokerage firm designated as a primary government dealer by the Federal Reserve Bank.

3035.40 Investment Committee: The Investment Committee is comprised of two Board members and the General Manager. Members are appointed by the President of the Board and shall meet quarterly (unless there are no new funds to invest or investments maturing during the quarter) to review current data concerning all deposit accounts and investments, to analyze the total balance, yield percentage, interest earned, maturity dates and other relevant information for each account and investment. The Investment

Committee shall make recommendations specifying the investments to be made and amounts to be transferred to the appropriate accounts. The Investment Committee may consult with the District's auditor and/or other financial advisors as reasonably necessary to implement the District's investment objectives. Following a review by the Investment Committee, the General Manager shall provide a report to the Board of Directors at its next regular meeting, or at a special meeting, as appropriate, setting forth the components and performance of the District's current investment portfolio, together with any recommendations made by the Investment Committee.

3035.50 Investment Portfolio: The District's investment portfolio is defined as all monies invested and any reserve funds, designated or undesignated, which are available for long or short term investment, and any operating capital in excess of three months of the District's operational needs.

3035.60 Board of Directors: Upon review of the Investment Committee's report and recommendations, the Board shall make a determination regarding such recommendations. Upon such determination, the officials authorized by Policy No. 4055, shall execute the appropriate documents to transfer funds as necessary and/or to authorize the financial institution to initiate the investment, except for electronic transfers made in accordance with Resolution No.10-06-08-01.

3035.70 Policy Review: This policy shall be reviewed by the Board annually, to determine if any changes are needed and to acknowledge that it has been reviewed.

Approved: Renumbering & Format - October 8, 2002
Adopted: August 12, 2003
Amended: July 11, 2006
Amended: May 8, 2007
Amended: November 11, 2008

Amended: January 13, 2009
Amended: April 14, 2009
Amended: August 10, 2010

Rossmoor Community Services District**Policy****No. 3035**

INVESTMENT OF DISTRICT FUNDS

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3035.70 Policy Review: This policy shall be reviewed by the Board annually, to determine if any changes are needed and to acknowledge that it has been reviewed.

Approved: Renumbering & Format - October 8, 2002
Adopted: August 12, 2003
Amended: July 11, 2006
Amended: May 8, 2007
Amended: November 11, 2008
Amended: January 13, 2009
Amended: April 14, 2009
Amended: August 10, 2010

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM G-5

Date: September 8, 2026

To: Honorable Board of Directors

From: General Manager Sharon Landers

Subject: APPROVAL OF THE SECOND READING OF REVISIONS TO POLICY Nos. 5010 (BOARD/COMMITTEE MEETINGS) AND 5030 (COMMITTEES OF THE BOARD OF DIRECTORS) TO DESIGNATE ALTERNATES FOR EACH COMMITTEE

RECOMMENDATION

It is recommended that the Rossmoor Community Services District Board of Directors approve the second reading of proposed changes to Policy No. 5010 Board/Committee Meetings and Policy No. 5030 Committees of the Board of Directors to allow the Board to designate alternates for each committee.

BACKGROUND

RCSD Policies No. 5010 and No. 5030 discuss Committee quorums and Committee appointments, respectively. Policy No. 5030.30 mandates that no more than two Board members may serve on any one committee, and Policy No. 5010.61 specifies that a quorum of two members must be present for a committee to conduct business. In the absence of specific authorization in RCSD Policy for the Board President to appoint alternates to committees, the District has no mechanism to make such alternate appointments.

This means that if a Board member is unable to attend a committee meeting or resigns, the committee meeting may be held up until the member becomes available or a new appointment can be made at the next Board meeting. This could delay time sensitive discussions at the Committee level. Policy No. 5030.60 addresses this by allowing the matter to be brought directly to the Board if necessary to meet a Board Agenda deadline but that bypasses a Committee-level discussion that could be desirable.

The General Manager and District Counsel developed proposed policy language for the Board's consideration. At its June 9, 2026 meeting, the Board directed Staff to create a process authorizing the Board President to designate an alternate when appointing committee members.

The Board reviewed the first reading of these revisions on July 14, 2026, and requested no substantive changes.

FISCAL IMPACT

There is no significant financial consequence to adding an alternate since they would only get a stipend when they attend a meeting.

ATTACHMENTS

1. RCSD Policy No. 5010 – Board/Committee Meetings REDLINE
2. RCSD Policy No. 5010 – Board/Committee Meetings CLEAN
3. RCSD Policy No. 5030 – Committees of the Board of Directors REDLINE
4. RCSD Policy No. 5030 – Committees of the Board of Directors CLEAN

Rossmoor Community Services District

Policy

No. 5010

BOARD/COMMITTEE MEETINGS

5010.10 Presiding Officer: The President shall be the Presiding Officer at all meetings of the Board. In the absence of the President, the First Vice-President shall preside. In the absence of the President and First Vice-President, the Second Vice-President shall preside.

5010.11 Duties of Presiding Officer in Conducting Meetings: All meetings of the Board shall be presided over and chaired by the Presiding Officer. In compliance with the requirements of law, the Presiding Officer may rule a speaker out of order during a Meeting if the subject raised is not within the subject matter jurisdiction of the District, or during a Public Hearing if the speaker is not presenting testimony or evidence relevant to the matter which is the subject of the public hearing.

5010.12 Presiding Officer's Responsibilities: The Presiding Officer shall have the responsibility for the conduct of meetings in an orderly manner and to prevent the obstruction of business, and in carrying out this responsibility shall have the authority to give the floor to any member of the Board or public by recognizing them, to prevent the misuse of legitimate forms of motions or privileges, to take matters up out of order, and to order any persons willfully and persistently disrupting the meeting to be removed from the room after compliance with the requirements of law.

5010.13 Executing Documents: The President (or Vice President, in the absence of the President) shall sign ordinances, resolutions, and contracts adopted by the Board. The Secretary shall attest to the signature of the President or Vice--President.

5010.20 Open Meetings: All Regular Board Meetings, Special Meetings and Committee Meetings of the Board, including ad hoc Committees pursuant to Policy No. 5030.30, are subject to the open meeting requirements of the Ralph M. Brown Act (Act). Whenever a majority of the Board or a Committee meets to conduct business, said meetings shall be noticed in accordance with the Brown Act, including stating the posting on the District's website and purpose in three conspicuous public places in the District stating the purpose time, date and location of those meetings. The notice shall include copy of the Agenda and be posted with a certification signed by the General Manager that the notice was posted in the appropriate timeframe prior to the meeting as required by the Act.

5010.30 Regular Meetings: Regular meetings of the Board shall be established as to the time and place by Resolution.

5010.31 Public Meetings: All meetings of the Board shall be public, except for closed meetings as provided for in the Act.

5010.32 Quorum: Any three members of the Board shall constitute a quorum for the transaction of official business. Except as provided by law, at least three affirmative votes are required to take action by the Board.

5010.33 Cancellation of Meetings: The President or any three members of the Board may cancel a regular meeting of the Board. When feasible, notice of the cancellation shall be posted at least twenty-four (24) hours in advance of such cancellation.

5010.40 Special Meetings: Special meetings of the Board may be called by the President or any three of the Directors at any time deemed advisable, in compliance with the Act.

5010.41 Notification: All Directors and the General Manager shall be notified of the special Board meeting and the purpose for which it is called. Said notification shall be in writing, and received by them at least twenty-four (24) hours prior to the meeting. Written notice may be dispensed with if the conditions set forth in the Brown Act are met.

5010.42 Items of Business: Only those items of business listed in the agenda/call for the special meeting shall be considered by the Board at any special meeting.

5010.50 Special Emergency Meetings: Where prompt action is necessary due to the disruption or threatened disruption of public facilities, special emergency meetings may be held without the 24-hour notice required in 5010.41 above. The meeting may be called by the General Manager, Board President or Vice President in the President's absence. Such meetings shall be called and conducted in compliance with the Act.

5010.60 Committee Meetings of the Board: Committee meetings shall be conducted under the provisions of Policy No. 5030 Committees of the Board of Directors. Committee meeting may be called by any member of the Committee or requested by the General Manager at any time deemed advisable, in compliance with the Act.

5010.61 Quorum: In order for a Committee to conduct business or take formal action, a quorum of the body must be present throughout the course of the meeting. A quorum of a Committee shall be two regular members or one regular and one alternate member present. A Committee may only have two members present and if any additional members of the Board attend, they must only observe and not participate in the Committee meeting or during the public comment portion of the meeting.

5010.62 Committee Agenda Items: Matters referred or under discussion by a Committee shall reside with the Committee until such matters are reported out by the Committee at a Regular or Special meeting of the Board. Once reported out, any member of the Board may raise questions or concerns about the recommendations of a Committee. After discussion, a motion shall be made to adopt, modify, reject or refer the matter back to the Committee for further review.

5010.63 Referrals to Committees: Board members may refer matters to a Committee by requesting such referral during the course of a Board meeting by consent of the Board or by passage of a motion or by making a request to the Board President to request the General Manager to place such matter on the next Agenda of the appropriate Committee. Once the matter is within the jurisdiction of the Committee, a Board member may only pose questions or concerns to the General Manager who shall convey such questions or concerns for discussion at the next meeting of the Committee.

5010.70 Adjourned Meetings: Any meeting of the Board may be adjourned to a later time and place specified in the order of adjournment.

5010.80 Annual Organizational Meeting: The Board shall hold an annual organizational meeting at its regular meeting in January. At this meeting the Board shall elect a President, 1st Vice President, and 2nd Vice President.

5010.90 Order of Agenda Items: The Presiding Officer of the meetings described herein shall conduct the order of agenda items as prescribed in Policy No.5010. Agenda items may be taken out of order at the request of member of the public, the General Manager or a Board member with the consent of the Board.

5010.100 Information for Audience: The General Manager shall provide appropriate information for the audience at meetings of the Board. and ensure that physical facilities for said meetings are functional and appropriate.

5010.110 Public Forum: Anyone in the audience may address the Board about any subject not on the agenda during the Public Forum portion of the meeting, as long as the subject is within the jurisdiction of the District. Time limits are prescribed in Policy No.5020.

5010.120 Agenda Items: Anyone in the audience who wishes to address the Board on any agenda item may do so either at the Public Forum portion of the meeting or when the agenda item comes before the Board, subject to the Board's time limitation. Once the public comments on each agenda item are declared closed and deliberations are returned to the Board, there will be no further input from the audience on that item unless it is reopened by a majority vote of the Board.

5010.130 General Counsel: The District's General Counsel shall attend meetings of the Board at the request of the Board President, a majority of the Board or the General Manager. General Counsel shall render written or oral opinions or advice on matters of law upon a request from a Board Member at a Board meeting or when General Counsel is not present such request shall require approval by the Board. Requests for legal advice from the General Manager may be made whenever deemed appropriate for the proper administration of the District.

5010.140 ~~The General Manager:~~ The General Manager -or his/her designee shall attend all meetings of the Board with the right to take part in the discussions, but shall have no vote on any question before the Board.

5010.150 Employee Attendance: An employee of the District, when requested by the General Manager, shall attend a meeting of the Board and if requested by the General Manager, present information relating to matters before the Board.

5010.160 Report to the Board: Under Board Member Items on the Agenda, each Board member shall provide a brief synopsis of any meetings and/or events attended as an elected official, including temporary ad hoc or advisory committees.

Adopted: June 8, 2000
Approved: Renumbering and Format:
October 8, 2002 Amended: January 14, 2003
Amended: July 14, 2004
Amended: August 8, 2006
Amended: June 9, 2009
Amended: December 14, 2010

Rossmoor Community Services District

Policy

No. 5010

BOARD/COMMITTEE MEETINGS

5010.10 Presiding Officer: The President shall be the Presiding Officer at all meetings of the Board. In the absence of the President, the First Vice-President shall preside. In the absence of the President and First Vice-President, the Second Vice-President shall preside.

5010.11 Duties of Presiding Officer in Conducting Meetings: All meetings of the Board shall be presided over and chaired by the Presiding Officer. In compliance with the requirements of law, the Presiding Officer may rule a speaker out of order during a Meeting if the subject raised is not within the subject matter jurisdiction of the District, or during a Public Hearing if the speaker is not presenting testimony or evidence relevant to the matter which is the subject of the public hearing.

5010.12 Presiding Officer's Responsibilities: The Presiding Officer shall have the responsibility for the conduct of meetings in an orderly manner and to prevent the obstruction of business, and in carrying out this responsibility shall have the authority to give the floor to any member of the Board or public by recognizing them, to prevent the misuse of legitimate forms of motions or privileges, to take matters up out of order, and to order any persons willfully and persistently disrupting the meeting to be removed from the room after compliance with the requirements of law.

5010.13 Executing Documents: The President (or Vice President, in the absence of the President) shall sign ordinances, resolutions, and contracts adopted by the Board. The Secretary shall attest to the signature of the President or Vice--President.

5010.20 Open Meetings: All Regular Board Meetings, Special Meetings and Committee Meetings of the Board, including ad hoc Committees pursuant to Policy No. 5030.30, are subject to the open meeting requirements of the Ralph M. Brown Act (Act). Whenever a majority of the Board or a Committee meets to conduct business, said meetings shall be noticed in accordance with the Act, including posting on the District's website and in three conspicuous public places in the District stating the purpose time, date and location of those meetings. The notice shall include copy of the Agenda and be posted with a certification signed by the General Manager that the notice was posted in the appropriate timeframe prior to the meeting as required by the Act.

5010.30 Regular Meetings: Regular meetings of the Board shall be established as to the time and place by Resolution.

5010.31 Public Meetings: All meetings of the Board shall be public, except for closed meetings as provided for in the Act.

5010.32 Quorum: Any three members of the Board shall constitute a quorum for the transaction of official business. Except as provided by law, at least three affirmative votes are required to take action by the Board.

5010.33 Cancellation of Meetings: The President or any three members of the Board may cancel a regular meeting of the Board. When feasible, notice of the cancellation shall be posted at least twenty-four (24) hours in advance of such cancellation.

5010.40 Special Meetings: Special meetings of the Board may be called by the President or any three of the Directors at any time deemed advisable, in compliance with the Act.

5010.41 Notification: All Directors and the General Manager shall be notified of the special Board meeting and the purpose for which it is called. Said notification shall be in writing, and received by them at least twenty-four (24) hours prior to the meeting. Written notice may be dispensed with if the conditions set forth in the Brown Act are met.

5010.42 Items of Business: Only those items of business listed in the agenda/call for the special meeting shall be considered by the Board at any special meeting.

5010.50 Special Emergency Meetings: Where prompt action is necessary due to the disruption or threatened disruption of public facilities, special emergency meetings may be held without the 24-hour notice required in 5010.41 above. The meeting may be called by the General Manager, Board President or Vice President in the President's absence. Such meetings shall be called and conducted in compliance with the Act.

5010.60 Committee Meetings of the Board: Committee meetings shall be conducted under the provisions of Policy No. 5030 Committees of the Board of Directors. Committee meeting may be called by any member of the Committee or requested by the General Manager at any time deemed advisable, in compliance with the Act.

5010.61 Quorum: In order for a Committee to conduct business or take formal action, a quorum of the body must be present throughout the course of the meeting. A quorum of a Committee shall be two regular members or one regular and one alternate member present. A Committee may only have two members present and if any additional members of the Board attend, they must only observe and not participate in the Committee meeting or during the public comment portion of the meeting.

5010.62 Committee Agenda Items: Matters referred or under discussion by a Committee shall reside with the Committee until such matters are reported out by the Committee at a Regular or Special meeting of the Board. Once reported out, any member of the Board may raise questions or concerns about the recommendations of a Committee. After discussion, a motion shall be made to adopt, modify, reject or refer the matter back to the Committee for further review.

5010.63 Referrals to Committees: Board members may refer matters to a Committee by requesting such referral during the course of a Board meeting by consent of the Board or by passage of a motion or by making a request to the Board President to request the General Manager to place such matter on the next Agenda of the appropriate Committee. Once the matter is within the jurisdiction of the Committee, a Board member may only pose questions or concerns to the General Manager who shall convey such questions or concerns for discussion at the next meeting of the Committee.

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5010.130 General Counsel: The District's General Counsel shall attend meetings of the Board at the request of the Board President, a majority of the Board or the General Manager. General Counsel shall render written or oral opinions or advice on matters of law upon a request from a Board Member at a Board meeting or when General Counsel is not present such request shall require approval by the Board. Requests for legal advice from the General Manager may be made whenever deemed appropriate for the proper administration of the District.

5010.140 General Manager: The General Manager or his/her designee shall attend all meetings of the Board with the right to take part in the discussions, but shall have no vote on any question before the Board.

5010.150 Employee Attendance: An employee of the District, when requested by the General Manager, shall attend a meeting of the Board and if requested by the General Manager, present information relating to matters before the Board.

5010.160 Report to the Board: Under Board Member Items on the Agenda, each Board member shall provide a brief synopsis of any meetings and/or events attended as an elected official, including temporary ad hoc or advisory committees.

Adopted: June 8, 2000
Approved: Renumbering and Format:
October 8, 2002 Amended: January 14, 2003
Amended: July 14, 2004
Amended: August 8, 2006
Amended: June 9, 2009
Amended: December 14, 2010

Rossmoor Community Services District

Policy

No. 5030

COMMITTEES OF THE BOARD OF DIRECTORS

5030.00 Appointment of Standing Committees: The Board President shall appoint such standing committees as called out in Board policies. The duties of the standing committees shall be outlined in specific Board policies relating to the function of said committees.

5030.10 Appointment of Temporary Ad Hoc Committees: The Board President shall appoint such ad hoc committees as may be deemed necessary or advisable by himself/herself and/or the Board. The duties of the ad hoc committees shall be outlined at the time of appointment, and the committee shall be considered dissolved when its final report has been made.

5030.20 Committee Categories: The categories of committees are as follows:

5030.21 Standing Committees: Standing committees are those bodies which are called out in other Board policies as having specific and ongoing duties and responsibilities.

5030.22 Temporary Ad Hoc Committees: Temporary Ad Hoc committees are those bodies which are appointed by the Board President for a specific study or task, which is temporary in nature, and which is disbanded at the conclusion of the stated study or task and a final report has been submitted to the Board.

5030.23 Advisory Committees: The Board President may appoint any of its members to serve on Board advisory committees or as representatives to other public agencies or organizations. Individuals from the community may be appointed to advisory committees.

5030.30 Committee Meetings: No more than two Board members ~~s~~ may ~~be appointed to serve on any~~ regular members of any one committee. One additional Board member may be appointed to serve as an alternate to each committee and may attend if a regular member is unavailable. All committees of the Board are subject to the Brown Act. It is the policy of the District that all Board, thus such committee, meeting agendas must be posted in a manner similar to Board Agendas. Committee meetings are be subject to conducted pursuant to the open meeting requirements of the Brown Act, including posting agendas in a manner similar to Board Agendas. All committee appointments shall be made during a noticed meeting of the Board of Directors.

5030.40 Report to the Board: Under Board Member items on the Agenda, each Board member shall provide a brief synopsis of any meetings and/or events attended as an elected official including temporary ad hoc or advisory committees.

5030.50 Committee Code of Conduct and Rules of Order: To the extent practicable, Committee meetings should conform to Board Policy No. 5110 and No. 5120.

5030.60 Scheduling of Committee Meetings: In those instances when a Committee meeting cannot be scheduled to meet the Board Agenda deadline due to the unavailability of a Committee member, the General Manager and/or the President may elect to bring a matter requiring Board action directly to the Board at their next Regular or Special meeting.

Amended: October 17, 2002

Approved renumbering & format: October 8, 2002

Reaffirmed: March 11, 2003
Amended: January 13, 2009
Amended: December 14, 2010
Amended: September 8, 2015

Rossmoor Community Services District**Policy****No. 5030****COMMITTEES OF THE BOARD OF DIRECTORS**

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Amended: October 17, 2002

Approved renumbering & format: October 8, 2002

Reaffirmed: March 11, 2003

Amended: January 13, 2009

Amended: December 14, 2010
Amended: September 8, 2015

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM G-6

Date: September 8, 2026

To: Honorable Board of Directors

From: General Manager Sharon Landers

Subject: APPROVAL OF THE FIRST READING OF REVISIONS TO POLICY No. 6050
FACILITIES - TENNIS AND PICKLEBALL COURTS

RECOMMENDATIONS

At its meeting on June 30, 2026, the Parks/Facilities Committee comprised of Directors Maynard and DeMarco discussed proposed amendments to Policy No. 6050. Facilities – Tennis and Pickleball Courts that would optimize tennis and pickleball court operations at Rossmoor Park. by 1) restricting non-resident walk-on access; 2) managing safety buffer zones; 3) defining unauthorized coaching; and 4) updating same-day reservation rules. The Committee unanimously supported the recommended revisions.

1. Non-Resident Walk-On Restrictions

Recommendation: Amend Policy No. 6050 to require non-residents to secure advanced paid reservations, eliminating their free walk-on privileges. Rossmoor residents would continue to have walk-on privileges.

Issues & Analysis:

- Resident Priority: High evening demand impacts resident court access. Restricting non-residents to paid bookings preserves open walk-on space for residents.
- Staff Enforcement: Evening court attendants will actively enforce this policy when on duty from 7p – 9p.
- Operational Protocol: Attendants will check photo IDs to verify residency, monitor active reservations, and prevent court misuse.
- Education: Players will be notified of this operational change. Signs will be updated as necessary. Court attendants will help with enforcement when they are on duty.

2. Court Buffer Zone Management & Liability Reduction

Recommendation: Amend Policy No. 6050 to clarify rules related to court safety zones, install low-cost storage hardware for patrons to hang personal items, and provide updated signage.

Issues & Analysis

- **Safety Concern:** Players and others waiting for a court frequently leave chairs, coolers, bags, and bicycles in court buffer zones, creating hazards for players and others on the court.
 - **Liability Mitigation:** In line with CJPIA risk management advice, policy and signage updates establishing clearer court rules will create a safer court environment and will have the added benefit of helping shift liability away from the District where patrons chose, at their own risk, to ignore the rules.
 - **Low-Cost Solutions:** The District will rely largely on public education and voluntary compliance rather than dedicated enforcement staff. Court attendants will assist with enforcement when they are on duty.
 - **Operational Improvements:** Staff will install fence-mounted storage hooks for player gear and add signs with the updated rules on court fences.
-

3. Unauthorized Court Instruction

Recommendation: Approve revisions to Policy No. 6050 to clearly define and enforce the ban on unauthorized commercial instruction.

Issues & Analysis

- **Current Issue:** Policy No. 6050 prohibits unauthorized lessons but lacks specific definitions, causing friction during enforcement.
 - **Proposed Definition:** Clarify that private lessons, clinics, coaching, and structured drilling require explicit District approval. The current language restricts tennis and pickleball instruction.
 - **Enforcement Metrics:** Staff will evaluate the overall nature of court activity rather than single indicators. Signs of unauthorized use include ball hoppers, teaching carts, cones, targets, and excessive ball quantities.
 - **Signage:** No new signage is required; staff will refer patrons directly to the updated policy text.
-

4. Clarification of Same-Day Reservation Rules

Recommendation: Amend Policy No. 6050 to allow reservations to be made up to one (1) hour before playing time, which is the time needed for the monitor on the Rossmoor Center building to refresh, and to clarify that reservations that don't show on the monitor will not be granted.

Issues & Analysis

- **Current Issue:** Although our current policy requires that all reservations be made no later than 4:00 p.m. for use that evening or 4:00 p.m. on Friday for use that evening or the weekend through Monday at 4:00 p.m., our reservation system allows a reservation to be made minutes before someone wants to get on the court. The result is that walk-on players have been asked to leave by players making last minute reservations.

- Proposed Solution: Recognizing the limitations of our reservation system, this amendment would require reservations to be made at least one (1) hour before play so that walk-on players are able to continue playing for the hour before the reservation would apply. The reservation would only be honored if it appeared on the monitor on the Rossmoor Center Building rather than on someone's device.
- Education: Players will be notified of this operational change. Court attendants will help with enforcement when they are on duty.

FISCAL IMPACT

These policy changes will have minimal cost related to new signage and the purchase of hooks for players personal gear that will be absorbed by the current operating budget. The requirement that non-residents must reserve a court in advance is expected to result in additional revenue from reservation fees.

ATTACHMENTS

1. DRAFT Policy 6050 – Clean
2. DRAFT Policy 6050 – Redline

Rossmoor Community Services District

Policy

No. 6050

FACILITIES – TENNIS AND PICKLEBALL COURTS

6050.00 Appropriate Etiquette: All people playing on or visiting the Rossmoor tennis and pickleball courts shall use commonly accepted tennis and pickleball etiquette. All attempts shall be made not to disturb other players and nearby residents. The Rossmoor courts are primarily intended for the playing of games by two or more people. A reservation does not take effect until two or more people are present and ready to play. As used in this Policy, "court" means the entire fenced court area designated for tennis and/or pickleball, including, but not limited to, the playing surface, buffer zones, entrances, gates, and all other areas within the court enclosure.

6050.10 Use Limitation For Non-Reservation Players: Court use is limited to one hour for non-reservation/walk-on players when there are people waiting. This does not mean that someone must wait one hour, only that the party occupying the court has to surrender the court after one hour of use whenever anyone else appears and wishes to use the court to play or immediately if someone appears with a reservation in hand or posted on the Court Tennis/Pickleball Schedule at the east entrance to the tennis and pickleball courts.

6050.20 Use Limitation For Players With Reservation: Court use for persons making a reservation is limited to a maximum of one hour with a maximum of two reservations per day.

6050.30 Use of Courts by Non-residents: Use of courts by non-residents of Rossmoor is limited to use by advance reservation only. Non-reservation/walk-on use of courts is limited to persons with proof of residency in the District. Proof of residency shall be established by a government issued photo identification. Minors unaccompanied by their resident parent or legal guardian may establish residency with school issued photo identification coupled with other documentation showing their residency.

6050.40 Expiration of Reserved Time: Courts shall be surrendered to the next waiting party when their playing time has expired. When a game is in progress at the time of expiration, play may continue up to a maximum of five (5) minutes to complete the game in progress. No new game, other than the concluding game of a set, should commence with less than five (5) minutes remaining on the allowable playing time.

6050.50 Advance Reservation: All reservations must be made no less than one hour prior to playing time. The posting of the Court Tennis/Pickleball Schedule shall be done in a manner to give proper notice of courts and times reserved. The charge for reservations shall be established by Policy No. 6015 Establishment of Fees and Charges for use of District Parks, Buildings and Facilities.

6050.51 Reservation Limit: No reservations may be made for more than two weeks in advance by residents and one week in advance by non-residents.

6050.52 Method of Payment: Payment for the use of reserved play time may be made at the District office during normal business hours with a check or credit card. Payment may also be made by credit card on the Rossmoor Community Services District website through RecDesk with a verified account.

6050.53 Rain Check: A "rain check" or refund may be given, upon request, for a reservation that is not usable due to inclement weather, acts of God or other reasons deemed sufficient by the General Manager. A refund will be given for a reservation that is cancelled no less than twenty-four hours prior to the reserved time.

6050.60 Use By A Single Player: A single player may occupy a court for practice so long as it is available and there are no groups of two or more waiting. The court shall be vacated by the single player upon determination that there is a group of two or more waiting to play.

6050.70 Challenge Match: A challenge match, that may consist of up to six people playing doubles, shall occupy a court for no more than two hours when there are people waiting to play.

6050.80 Appropriate Footwear Required: All players shall use footwear which is appropriate for the hard court surface found at the Rossmoor courts. Such footwear shall not mark, chip, or otherwise damage the surface of the courts.

6050.90 Court Maintenance: The tennis and pickleball courts will be closed for washing or maintenance each Wednesday morning from 7:00 a.m. to 10:00 a.m. This provision is in effect even if there is no one actually washing or performing maintenance during this time.

6050.100 Court Reserved For Instruction and Events: Courts may be reserved at various times for use in both private and group classes or events sponsored by the District. Reserved times will be posted on the reservations board adjacent to the courts.

6050.110 Prohibited Uses on Courts: Tennis courts are for tennis play only and Pickleball courts are for pickleball play only. The courts may not be used for other sports, rollerblading or skating, skate boarding, bicycling or any other similar activity involving a wheeled device. Courts may not be used for picnicking, barbecuing, or any other group activity. Dogs, whether leashed or unleashed are not permitted within the tennis/pickleball court complex. Failure to comply with these restrictions will subject the person or persons to eviction from the courts and the park facility.

6050.120 Prohibited Items and Persons on Courts: Personal items, including but not limited to chairs, backpacks, bags, coolers, bicycles, skateboards or other recreational equipment and similar items are prohibited on court surfaces and in buffer zones. Personal items may be placed on or underneath the courtside benches or other areas designated by District signage for such objects. All permitted personal items must be removed from the court at end of the match. By-standers or persons not actively playing are prohibited from being on court surfaces or within buffer zones.

6050.130 Tennis and Pickleball Instruction: Tennis and Pickleball instruction by any individual shall not be offered for compensation without a permit approved by the General Manager pursuant to a written agreement authorized by the Board.

9050.140 Unauthorized Use of Courts for Instruction Prohibited. Use of courts for instruction and/or classes not expressly authorized by the District is prohibited at all times, as are the presence of items commonly associated with racket sports instruction, including but not limited to ball hoppers, teaching carts, training cones, instructional targets, teaching aids, large quantities of balls and/or similar equipment.

3050.150 Use of Courts at Sole Risk. The use of and/or presence on any court is at each person's sole risk.

Adopted: July 14, 1993
Amended: August 6, 1997
Approved renumbering & format: October 8, 2002
Reaffirmed: December 10, 2002
Amended: April 13, 2004
Amended: March 11, 2008
Amended: July 10, 2012
Readopted by Ordinance 2014-01: January 14, 2014
Amended to include Pickleball: January 9, 2024

DRAFT

Rossmoor Community Services District

Policy

No. 6050

FACILITIES – TENNIS AND PICKLEBALL COURTS

6050.00 Appropriate Etiquette: All people playing on or visiting the Rossmoor tennis and pickleball courts shall use commonly accepted tennis and pickleball etiquette. All attempts shall be made not to disturb other players and nearby residents. The Rossmoor courts are primarily intended for the playing of games by two or more people. A reservation does not take effect until two or more people are present and ready to play. As used in this Policy, "court" means the entire fenced court area designated for tennis and/or pickleball, including, but not limited to, the playing surface, buffer zones, entrances, gates, and all other areas within the court enclosure.

6050.10 Use Limitation For Non-Reservation Players: Court use is limited to one hour for non-reservation/walk-on players when there are people waiting. This does not mean that someone must wait one hour, only that the party occupying the court has to surrender the court after one hour of use whenever anyone else appears and wishes to use the court to play or immediately if someone appears with a reservation in hand or posted on the Court Tennis/Pickleball Schedule at the east entrance to the tennis and pickleball courts.

6050.20 Use Limitation For Players With Reservation: Court use for persons making a reservation is limited to a maximum of one hour with a maximum of two reservations per day.

6050.30 Use of Courts by Non-residents: Use of courts by non-residents of Rossmoor is limited to use by advance reservation only [TP1.1][SL1.2]. Non-reservation/walk-on use of courts is limited to persons with proof of residency in the District. Proof of residency shall be established by a government issued photo identification. Minors unaccompanied by their resident parent or legal guardian may establish residency with or school issued photo identification ID for a minor attending a local school coupled with other documentation showing their residency, and/or other documentation such as a lease or utility bill in a format acceptable to the General Manager showing current residence in Rossmoor. [TP2.1]

6050.4030 Expiration of Reserved Time: Courts shall be surrendered to the next waiting party when their playing time has expired. When a game is in progress at the time of expiration, play may continue up to a maximum of five (5) minutes to complete the game in progress. No new game, other than the concluding game of a set, should commence with less than five (5) minutes remaining on the allowable playing time.

6050.5040 Advance Reservation: All reservations must be made no later less than 4:00 p.m. PST for use that evening or 4:00 p.m. on Friday for use that evening or the weekend through Monday at 4:00 p.m. Times during PDT shall be 3:00 p.m. [SL3.1] one hour prior to playing time. The posting of the Court Tennis/Pickleball Schedule shall be done in a manner to give proper notice of courts and times reserved. The charge for reservations shall be established by Policy No. 6015 Establishment of Fees and Charges for use of District Parks, Buildings and Facilities.

6050.541 Reservation Limit: No reservations may be made for more than two weeks in advance by residents and one week in advance by non-residents.

6050.542 Method of Payment: Payment for the use of reserved play time may be made at the District office during normal business hours with a check or credit card. Payment may also be made by credit card on the Rossmoor Community Services District website through RecDesk with a verified account.

6050.543 Rain Check: A "rain check" or refund may be given, upon request, for a reservation that [SL4.1][TP4.2] is not usable due to inclement weather, acts of God or other reasons deemed

sufficient by the General Manager. A refund will be given for a reservation that is cancelled no less than twenty-four hours prior to the reserved time.

6050.650 Use By A Single Player: A single player may occupy a court for practice so long as it is available and there are no groups of two or more waiting. The court shall be vacated by the single player upon determination that there is a group of two or more waiting to play.

6050.760 Challenge Match: A challenge match, that may consist of up to six people playing doubles, [SL5.1][TP5.2] shall occupy a court for no more than two hours when there are people waiting to play.

6050.870 Appropriate Footwear Required: All players shall use footwear which is appropriate for the hard court surface found at the Rossmoor courts. Such footwear shall not mark, chip, or otherwise damage the surface of the courts.

6050.980 Court Maintenance: The tennis and pickleball courts will be closed for washing or maintenance each Wednesday morning from 7:00 a.m. to 10:00 a.m. This provision is in effect even if there is no one actually washing or performing maintenance during this time.

6050.10090 — Court Reserved For Instruction and Events: Courts may be reserved at various times for use in both private and group classes or events [SL6.1] sponsored by the District. Reserved times will be posted on the reservations board adjacent to the courts.

6050.1190 Prohibited Uses on Courts: Tennis courts are for tennis play only and Pickleball courts are for tennis and pickleball play only. The courts may not be used for other sports, rollerblading or skating, skate boarding, bicycling or any other similar activity involving a wheeled device. Courts may not be used for picnicking, barbecuing, or any other group activity. Dogs, whether leashed or unleashed are not permitted within the tennis/pickleball court complex. Failure to comply with these restrictions will subject the person or persons to eviction from the courts and the park facility in accordance with Policy No. 6010-60. [SL7.1][TP7.2]

6050.120 Prohibited Items and Persons on Courts: Personal items, including but not limited to chairs, backpacks, bags, coolers, bicycles, skateboards or other recreational equipment and similar items are prohibited on court surfaces and in buffer zones. Personal items may be placed on or underneath the courtside benches or other areas designated by District signage for such objects. All permitted personal items must be removed from the court at end of the match. By-standers or persons not actively playing are prohibited from being on court surfaces or within buffer zones.

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3050.150 Use of Courts at Sole Risk. The use of and/or presence on any court is at ~~done so at each~~ person's sole risk. [TP8.1]

|

Adopted: July 14, 1993
Amended: August 6, 1997
Approved renumbering & format: October 8, 2002
Reaffirmed: December 10, 2002
Amended: April 13, 2004
Amended: March 11, 2008
Amended: July 10, 2012
Readopted by Ordinance 2014-01: January 14, 2014
Amended to include Pickleball: January 9, 2024

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM G-7

Date: September 8, 2026
To: Honorable Board of Directors
From: General Manager Sharon Landers
Subject: RESOLUTION NO. 26-09-08-01 REJECTION OF GOVERNMENT CLAIM

RECOMMENDATION

It is recommended that the Rossmoor Community Services District (RCSD) Board of Directors approve by roll call vote, Resolution No. 26-09-08-01, by reading the title only and waiving further reading as follows:

A RESOLUTION OF THE BOARD OF THE ROSSMOOR COMMUNITY SERVICES DISTRICT'S REJECTION OF GOVERNMENT CLAIM

BACKGROUND

A claim has been filed by William Franklin, alleging property damages resulting from a broken tree limb. This claim was forwarded to California Joint Powers Insurance Authority (CJPIA) who provides insurance for the District. Through CJPIA's claims administration, the District was advised to reject this claim.

The attached Resolution No. 26-09-08-01 formally rejects the claim. Further action on this matter be conducted in accordance with established liability claim procedures as recommended by CJPIA. By rejection of this claim, the matter will be turned back over to CJPIA for their decision on whether or not to pay the claim.

ATTACHMENTS

1. Resolution No. 26-09-08-01
2. Notice of Claim Rejection (Athens Program Insurance Services for CJPIA)

RESOLUTION 26-09-08-01

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ROSSMOOR COMMUNITY SERVICES DISTRICT REJECTION OF GOVERNMENT CLAIM

WHEREAS, a claim for monetary damages (Claim) was presented by William Franklin dated August 17, 2026 and received by email on August 17, 2026 against the Rossmoor Community Services District for property damages; and

WHEREAS, that the Board of Directors of the Rossmoor Community Services District has timely considered the Claim filed by William Franklin.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors of the Rossmoor Community Services District has concluded the Claim be rejected in its entirety.

BE IT FURTHER RESOLVED that the District's General Manager is authorized to give notice to William Franklin of this Board's decision to reject in its entirety, the Claim, and further advise that said claimant has six (6) months from the date the rejection is deposited in the mail to file a court action of the Claim. Such notice together with a copy of this Resolution, shall be served upon William Franklin on or before September 18, 2026.

PASSED AND ADOPTED this 8th day of September 2026.

AYES: Directors DeMarco, Maynard, Searles, Shade and Zinser

NOES:

ABSTAIN:

ABSENT:

BOARD OF DIRECTORS
ROSSMOOR COMMUNITY SERVICES DISTRICT

Jo Shade, President

ATTEST:

Sharon Landers, Secretary
Rossmoor Community Services District

CLAIM FORM

(Please Type or Print)

CLAIM AGAINST ROSSMOOR COMMUNITY SERVICES DISTRICT

Claimant's name: William Franklin DOB: 7-17-62
Claimant's address: Davenport Rd. Rossmoor CA 90720
Address where notices about claim are to be sent, if different from above: _____

Date of incident/accident: 2/18/26Date injuries, damages, or losses were discovered: 2/18/26Location of incident/accident: Property driveway

What did entity or employee do to cause this loss, damage, or injury? Large tree on parkway dropped a large limb during a thunderstorm.
(Use back of this form or separate sheet if necessary to answer this question in detail.)

What are the names of the entity's employees who caused this injury, damage, or loss (if known)? N/A

What specific injuries, damages, or losses did claimant receive? Cracked windshield & hole in plastic cover where windshield meets hood.
(Use back of this form or separate sheet if necessary to answer this question in detail.)

What amount of money is claimant seeking or, if the amount is in excess of \$10,000, which is the appropriate court of jurisdiction. Note: If Superior and Municipal Courts are consolidated, you must represent whether it is a "limited civil case" [see Government Code 910(f)] \$896.71 for windshield replacement + cost of replacing the punctured part under the hood. Acura would not give an estimate because prices fluctuate.
How was this amount calculated (please itemize)?

\$500 deductible + \$366.71 from insurance + \$30.00 tax + \$ unknown to replace plastic part.
(Use back of this form or separate sheet if necessary to answer this question in detail.)

Have you filed a claim with you insurance carrier? Yes ☒ No ☐Date Signed: 8-17-26 Signature: 

If signed by representative:

Representative's Name _____ Address _____

Telephone # _____

Relationship to Claimant _____

RECEIVED

AUG 17 2026

FORM B

Customer Receipt

Safelite®

SAFELITE AUTOGLASS
7501 SUZI LN
WESTMINSTER, CA 92683

** SERVICE QUESTIONS **

** CALL Customer Sat 800 phone number (800) 225-257 **

Installation 02/21/25 3:38PM
Completed:

Customer:
FRANKLIN, WILLIAM

Home Phone:
Work Phone:
Service Phone:
Work Order #:

Year 2024	Make ACURA	Model MDX
	Style 4 DOOR UTILITY	Stock/Unit#

Mileage
25004

Purchase Order#

Claim #
0609665440001

Qty	Part	List Price	Selling Price	Flat Labor	Kit	MTRL
1	FW05606 CTY	856.87	321.33	154.00	39.00	0.00
1	GGC FW5605	27.38	27.38	0.00	0.00	0.00
1	RECAL STATIC	0.00	0.00	270.00	0.00	0.00
1	RECAL MOBILE	0.00	0.00	35.00	0.00	0.00
1	TARIFF RELIEF	0.00	0.00	3.61	0.00	0.00
1	TARIFF CHINA 2	0.00	0.00	14.36	0.00	0.00
1	TARIFF ROW	0.00	0.00	2.03	0.00	0.00

Urethane Brand: DuPont
Urethane Product: 4 DuPont APEX
Urethane Lot Number: UZ43PESUEA

Technician Name	Technician ID
Manuel	1831-911
Manuel	1831-911

Technician Notes

Part Subtotal:	387.71
Flat Labor Subtotal:	479.00
Subtotal:	866.71
Sales Tax:	30.06
Total:	896.77

Deductible: 500.00

Deductible Paid: 0.00

Deductible Remaining: 0.00

Amount to Collect: 500.00

Payment Amount: 500.00

Amount Due: 0.00

Pending Credit Card 4007, payment in the amount of \$500.00. Authorization Code: 100288

Your exterior windows have been cleaned!

Advanced safety systems

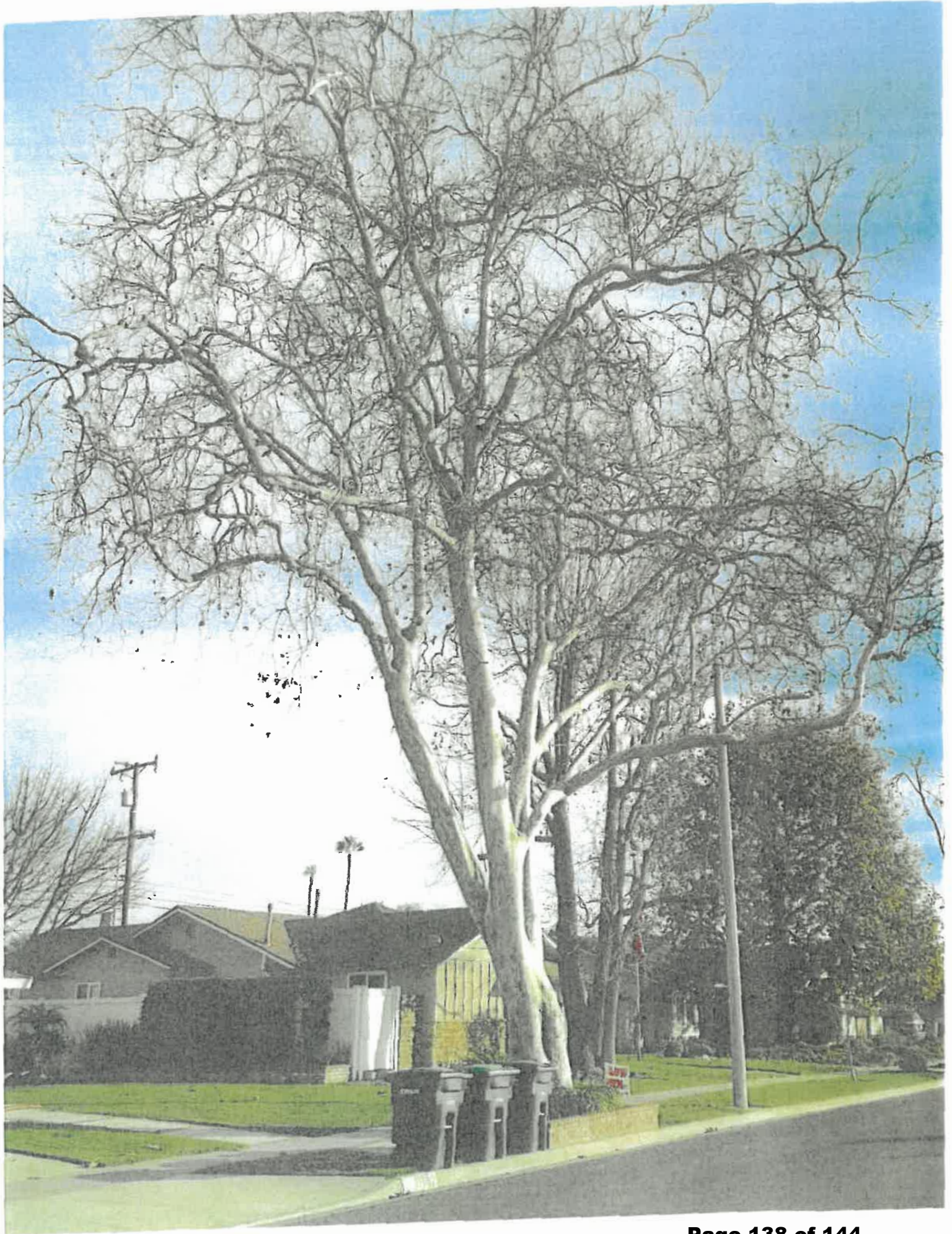
Some vehicles are equipped with advanced safety systems. When we perform recalibration of any advanced safety system as part of the windshield replacement, the recalibration is guaranteed either until the next recalibration event (as determined by your vehicle manufacturer), or 30 days from the date of recalibration, whichever occurs first. Any modifications to your vehicle from its original specifications may cause your advanced safety systems not to function as intended. There is NO MILEAGE restriction on this advanced safety system guarantee. Advanced safety systems are not a replacement for safe driving. You are responsible for the safe operation of your vehicle.

Authorized By Phone: FRANKLIN, WILLIAM
Authorization Time: 0:
Phone Number: 911

Vehicle may be driven after 03:06 PM

Safelite Number: 230022

Your windshield is a non-Original Equipment manufactured part.





August 18, 2026

TO: Rossmoor Community Services District
ATTENTION: Mary Kingman, Jessica Verduzco

RECOMMENDATION TO REJECT

RE: Claim No.: CJP-3057312
 Member City: Rossmoor Community Services District
 Claimant Name: William Franklin
 Date of loss: 02-18-2026

Please allow this correspondence to acknowledge receipt of the captioned claim. Please take the following action:

❖ **CLAIM REJECTION:** Send a standard rejection letter to the claimant

Please include proof of mailing with your rejection notice to the claimant. Please provide us with a copy of the city's notice of rejection and a copy of the proof of mailing. If you have any questions, please feel free to contact the assigned adjuster or the undersigned claims specialist.

Thank you

Janice Bartlett

Janice Bartlett
Claims Examiner II Property & Casualty
Athens Program Insurance Services, LLC
p: 714.912.0242 | f: 1714.464.4465
e: jbartlett@athensadmin.com | w: www.athensadmin.com
Athens Program Insurance Services CA License No.: 2L60159

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM G-8

Date: September 8, 2026

To: Honorable Board of Directors

From: General Manager Sharon Landers

Subject: REQUEST FOR APPROVAL FOR THE GENERAL MANAGER TO ATTEND THE ANNUAL ICMA CONFERENCE IN LONG BEACH, CALIFORNIA AND TO APPROVE COVERING RELATED EXPENSES

RECOMMENDATION

It is recommended that the Rossmoor Community Services District (RCSD) Board of Directors review and approve the attendance and related travel expenses – registration fee, mileage, parking, and meals associated with the attendance of GM Landers at the International City/County Manager's Association (ICMA) Annual Conference in Long Beach California from October 17-21, 2026. ICMA members include Special Districts in addition to cities and counties.

INFORMATION

GM Landers is requesting Board approval to attend the ICMA Annual Conference. Anticipated expenses include conference registration and travel-related costs, including mileage, parking, and meals. GM Landers will drive to the event, which is in Long Beach; therefore, no reimbursable lodging expenses are anticipated.

Since 1914, the International City/County Management Association (ICMA) Annual Conference has been the premier gathering for local government management professionals. It's where they share and discover new ideas, strategies, resources, and solutions for managing local governments in today's complex environment.

With four and a half days of learning, inspiration, and connection, attendees leave equipped with the tools and support they need to make their communities better places to live, work, and play. No other local government management conference offers the same level of programming, exhibitors, or networking opportunities that the ICMA conference provides. The ICMA full conference schedule can be viewed at: <https://conference.icma.org/event-agenda/>

Sharon has been an active member in ICMA since the start of her career in California local government that has spanned over 25 years. She is an ICMA Credentialed City Manager, has been a volunteer coach for ICMA members, and has been a speaker at past annual conferences. She is a speaker on a panel for this annual conference and has participated on this year's Conference Committee establishing a Assistant City Manager Exchange Program that will held on the Friday before the start of the conference. As part of this exchange, the District will be hosting two Assistant City Managers from other parts of the county to highlight the work of the District.

Breakdown of anticipated conference expenses:

October 17-21, 2026: Registration	\$915.00
October 17-21, 2026: Hotel Conference Parking \$15/day	\$75.00
October 17-21, 2026: Meal Allowance – Dinner only: \$35/night x 4	\$140.00
October 17-21, 2026: Mileage Approx 70mi R/T x 5 = 350mi @ \$0.76	<u>\$270.00</u>
TOTAL ESTIMATED COST\$	<u>\$1,400.00</u>

FISCAL IMPACT

The FY 2026-2027 budget includes funds under Meetings and Training to cover this cost.

ATTACHMENTS

None.

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM G-9

Date: September 8, 2026

To: Honorable Board of Directors

From: General Manager Sharon Landers
General Counsel Preziosi

Subject: DISCUSSION AND POSSIBLE ACTION RE: REVISING REGULAR BOARD MEETING DATES

RECOMMENDATION

It is recommended that the Rossmoor Community Services District (RCSD) Board of Directors consider changing the regular meeting of the Board.

BACKGROUND

Pursuant to Policy No. 5010.30, regular meetings of the Board shall be established as to time and place by resolution.

Mr. Preziosi has served as General Counsel to the District since 2014. Due to a scheduling conflict with another public agency, he will be unable to attend Board meetings held on the second Tuesday of each month moving forward. Should the Board wish to evaluate a revision of its meeting schedule, Mr. Preziosi remains available on the first or third Mondays and Tuesdays, as well as any Wednesday or Thursday. In the interim, Jones & Mayer will designate an Assistant General Counsel to serve as substitute counsel for regularly scheduled Tuesday meetings until the District's current auditorium rental commitments have been fulfilled.

FISCAL IMPACT

None.

ATTACHMENTS

1. Draft Resolution No. 26-09-08-02

RESOLUTION NO. 26-09-08-02

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ROSSMOOR COMMUNITY SERVICES DISTRICT REVISING THE DAY OF THE WEEK OF THE REGULAR MONTHLY MEETING OF THE BOARD OF DIRECTORS

WHEREAS, Policy No. 5010.30, Regular Meetings, which governs the time and place of the regular meetings of the Board of Directors, requires that the time and place of the regular monthly meeting be set by resolution of the Board of Directors.

WHEREAS, The Board of Directors of the Rossmoor Community Services District hereby now desires to revise the day of the week on which the regular monthly meeting of the Board of Directors occurs.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Directors of the Rossmoor Community Services District of Orange County, California, at its regular meeting of September 8, 2026, that henceforth the time and place of the regular meeting of the Board of Directors shall be at 7:00 p.m., on the _____ of each month, at the Rush Park Auditorium, 3001 Blume Drive, Rossmoor, California 90720.

AYES:

NOES:

ABSENT:

ABSTAIN:

PASSED, SIGNED, AND ADOPTED this 8th day of September 2026.

By: _____
Jo Shade, President
Rossmoor Community Services District

ATTEST:

Sharon L. Landers, Secretary
Rossmoor Community Services District

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM H

Date: August 11, 2026
To: Honorable Board of Directors
From: General Manager Sharon Landers
Subject: GENERAL MANAGER ITEMS

RECOMMENDATION

It is recommended that the Rossmoor Community Services District (RCSD) Board of Directors receive and file this report.

INFORMATION

Below is a brief overview of recent achievements, future projects, and upcoming programs:

- The District's third Family Festival was held on August 8, 2026, featuring King Salmon, which was well attended by approximately 1,800 people. The next Family Festival will be on September 12 and will feature The Trip.
- The Rush Park Swing update was completed within budget in time for the swings to be available for use during the August 8th Family Fest.
- At the RCSD Board meeting on August 11, 2026, Andrew (Drew) Zinser was selected by the Board to fill the remaining term for the seat vacated by former Director Mary Ann Remnet. He was immediately sworn in by President Jo Shade.
- The FY 2026-2027 Budget for just under \$2.5 million was approved at the August 11, 2026 Board meeting.
- The District held its second Community Public Forum on August 13, 2026. There were about 12 presenters and over 20 people in the audience.
- The electric golf cart purchased with the generous \$25K donation of the Rossmoor Homeowners Association was delivered to the District on August 28, 2026.

ATTACHMENTS

None