AGENDA

ROSSMOOR COMMUNITY SERVICES DISTRICT

PERSONNEL AND CONTRACT ADMINISTRATION COMMITTEE MEETING

RUSH PARK
AUDITORIUM – WEST ROOM
3021 Blume Drive
Rossmoor, California 90720

Thursday, November 5, 2026
6:00 p.m.

A. ORGANIZATION

1. CALL TO ORDER: 6:00 p.m.
2. ROLL CALL: Directors Shade and Maynard
3. PLEDGE OF ALLEGIANCE

B. PUBLIC FORUM

Any person may address the members of the Personnel and Contract Administration Committee at this time upon any subject within the jurisdiction of the Personnel and Contract Administration Committee of the Rossmoor Community Services District. Speakers are limited to three (3) minutes per item with nine (9) minutes cumulative for the entire meeting.

C. REGULAR CALENDAR

1. DISCUSSION REGARDING CONTRACT WITH STREET SWEEPING CORP OF AMERICA
2. DISCUSSION REGARDING KAISER MEDICAL INSURANCE RENEWAL FOR 2027
3. DISCUSSION REGARDING CONTRACT RENEWAL FOR BEAU BERGLUND, TENNIS INSTRUCTOR
4. DISCUSSION REGARDING OPTION OF SUBMITTING REQUEST FOR PROPOSALS OR CONTRACT RENEWAL FOR LAND CARE LANDSCAPE SERVICES
5. DISCUSSION REGARDING ROSSMOOR COMMUNITY SERVICES DISTRICT COOPERATIVE PROGRAMMING AGREEMENT WITH THE YOUTH CENTER
6. DISCUSSION AND REVIEW OF UTILITY AUDIT PROPOSAL BY UTILITY COST MANAGEMENT (UCM)
7. DISCUSSION REGARDING ROSSMOOR COMMUNITY SERVICES DISTRICT AGREEMENT WITH DISABILITY ACCESS CONSULTANTS (DAC)

D. ADJOURNMENT

CERTIFICATION OF POSTING

I hereby certify that the attached Agenda for the November 5, 2026, 6:00 p.m. Personnel and Contract Administration Committee of the Board of Directors of the Rossmoor Community Services District was posted at least 24 hours prior to the time of the meeting.

ATTEST:

Date 11/3/2026

SHARON L. LANDERS
General Manager

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM C-1

Date: November 5, 2026

To: Personnel and Contract Administration Committee
Jo Shade, Chair
Michael Maynard

From: General Manager Sharon Landers

Subject: DISCUSSION REGARDING CONTRACT RENEWAL FOR STREET SWEEPING CORP OF AMERICA (SCA)

RECOMMENDATION

It is recommended that the Rossmoor Community Services District (RCSD) Personnel and Contract Administration Committee consider a new contract with Street Sweeping Corp of America, effective January 2027 for a term of three (3) years, with three (3) one-year options to extend.

BACKGROUND

The current contract between Rossmoor Community Services District (RCSD) and Sunset Property Services is dated December 14, 2021. It provides for an initial three-year term and three one-year extensions. In February 2022, Sunset Property Services became a partner of Sweeping Corporation of America (SCA).

The first one-year extension was granted for calendar year 2024. SCA requested the second one-year extension for calendar year 2025, along with a 3.5% CPI/renewal increase. The contract is now in its third and final extension and expires on December 31, 2026. The current monthly rate is $6969.78/$83,637.36 annually.

FISCAL IMPACT

In their attached proposal, SCA is proposing a monthly base rate service charge of $12,500/$150,000 annually. The base rate will remain unchanged for the initial 3-year term, and excludes any separately negotiated or approved adjustments. This 57% increase in base rate is related to the need for a new contract and DIR prevailing wage requirements. Although Rossmoor handles the contract, the County of Orange reimburses the RCSD for the cost of the

sweeping services. Because it is entirely funded by public tax dollars and administered by a public agency, the contract is legally obligated to satisfy all California public works compliance laws, including DIR prevailing wage schedules.

Both the current and proposed fees cover four street-sweeping visits per month on an alternating schedule: two for the even-numbered address side of each street and two for the odd-numbered address side.

Based on the contract expiring December 31, 2026, the County currently reimburses the District up to $88,000 annually, with an agreement to cover COLA increases through 2099. The SCA proposal has been submitted to the county for formal review to ensure the annual reimbursement cap adjusts upward to match the actual cost. The District's approved FY 26-27 street-sweeping budget is $88,000 which will need to be adjusted during mid-year review.

ATTACHMENTS

1. Proposal from SCA for new Agreement effective January 1, 2027.
2. Approved SCA Extension requests for 2024, 2025 and 2026.
3. Amendment No. 3 to Master Agreement with County of Orange dated June 22, 2026.
4. December 14, 2021 Contract with Sunset Property Services (subsequently assumed by Street Sweeping Corporation of America).

SCA
SWEEPING CORP OF AMERICA

3031 N. Rocky Point Drive West, Suite 730
Tampa, FL 33607

ATTACHMENT 1

STREET SWEEPING SERVICES | NEW AGREEMENT PROPOSAL

Prepared for Rossmoor Community Services District • November 4, 2026

Proposed commencement: January 1, 2027

Proposal Summary

Sweeping Corporation of America (SCA) appreciates the opportunity to continue serving Rossmoor Community Services District (RCSD). In response to the District's determination that the existing agreement cannot be extended, SCA submits this revised proposal for a new street sweeping services agreement. The proposed price reflects the anticipated cost of performing the District's public street sweeping maintenance work in compliance with applicable California prevailing-wage and public works requirements.

Scope and Service Schedule

SCA proposes to continue twice-monthly sweeping of designated Rossmoor public streets and gutters on District-approved routes, following the established first- and third-Monday/Tuesday service pattern (four service days per month). SCA will provide qualified operators, appropriate sweeping equipment, debris collection and disposal, service documentation, and coordination of holiday makeup services. Material changes in routes, service quantities, or frequency would require mutual written authorization.

New Contract Term

Initial term: January 1, 2027 through December 31, 2029 (three years), subject to final agreement and District approval. The agreement may provide for three additional one-year extensions, each subject to mutual written agreement and District approval. Any annual CPI adjustment would be established in the applicable written extension amendment.

Proposed Contract Pricing

Pricing basis	Proposed charge
Monthly service charge	$12,500.00
Annual service charge (12 months)	$150,000.00
Initial three-year term at unchanged annual rate	$450,000.00

The three-year amount is illustrative at the stated annual rate and excludes any separately negotiated or approved adjustments. The monthly charge is based on the existing service scope and schedule described above.

SCA
SWEEPING CORP OF AMERICA

3031 N. Rocky Point Drive West, Suite 730
Tampa, FL 33607

Prevailing-Wage and DIR Compliance

California Labor Code section 1771 applies prevailing-wage requirements to covered public works maintenance contracts, and the Department of Industrial Relations (DIR) has determined that routine public street sweeping can constitute covered maintenance work (DIR Public Works Case No. 2020-005). Accordingly, SCA has priced this proposed new agreement to account for applicable prevailing-wage compensation, employer payroll costs, certified payroll administration, and related compliance obligations. This is a revised price for a new agreement, not an adjustment under the existing contract. The applicable Orange County wage determination, craft/classification (including whether Teamster Group II or another classification applies), fringe benefits, and any predetermined increases must be confirmed against the actual scope and contract award date before execution. SCA will coordinate with the District on awarding-body project registration, the DIR Project ID, and required certified payroll reporting.

Future Adjustments and Approval

For each of the three optional one-year extensions, the parties may negotiate an allowable CPI-based adjustment. Any adjustment shall identify the applicable index, measurement period, effective date, and any applicable cap in a written extension amendment, subject to District approval.

Extraordinary Debris Disposal Cost Increases: In the event of significant or unforeseen increases in debris hauling, processing, or disposal costs resulting from circumstances beyond SCA's reasonable control, including landfill rate increases, regulatory changes, environmental fees, or third-party disposal charges, SCA reserves the right to request a corresponding adjustment to recover these additional costs. Such increases would be passed through to the District at actual documented cost, without markup, upon written notice and supporting documentation, subject to District review and approval. These adjustments would be separate from annual CPI increases and would not duplicate costs already recovered through other pricing adjustments.

Any additional adjustments resulting from changes in mandatory prevailing-wage obligations or modifications to the agreed service scope would require mutual written agreement.

Sincerely,

Terry Roberts
District Account Manager
Sweeping Corporation of America
troberts@sweepingcorp.com

SCA
Sweeping Corp of America

July 18, 2023

Mr. Joe Mendoza
General Manager
City of Rossmoor
3001 Blume Drive
Rossmoor, C.A. 90720

Re: Extension and CPI adjustment.

Dear Joe,

We are respectfully requesting our renewal/CPI increase for FY 2024. With the continued increases on additional costs of labor, healthcare and other operative costs we are asking for a 3.7% CPI adjustment to our contract.

Joe, we would appreciate yours, and the City Council's support in granting our request. Should you have any questions, or if we can help in any way, please do not hesitate to contact us.

Sincerely,

Jose Brito
Branch Manager

SCA
Sweeping Corp of America

September 16, 2024

Mr. Joe Mendoza
General Manager
City of Rossmoor
3001 Blume Drive
Rossmoor, C.A. 90720

Re: Extension and CPI adjustment.

Dear Joe,

We are respectfully requesting our renewal and CPI increase for FY 2025. With the continued increases on additional costs of labor, healthcare and other operative costs we are asking for a 3.5% CPI adjustment to our contract.

Joe, we would appreciate yours, and the City Council's support in granting our request. Should you have any questions, or if we can help in any way, please do not hesitate to contact us.

Sincerely,

Jose Brito

Jose Brito
Branch Manager

SCA
SWEEPING CORP OF AMERICA

SCA of CA, LLC
12524 Columbia Way
Downey, CA 90242
afarias@sweepingcorp.com
310.308.4040

October 9, 2025

Rossmoor Community Services District
3001 Blume Drive
Rossmoor, CA 90720

Subject: Request for Contract Extension for FY26 with 3% Rate Increase

Dear Rossmoor Team,

First and foremost, we would like to thank you for the continued opportunity to provide street sweeping services to the Rossmoor Community Services District. We value our partnership and remain committed to delivering reliable, high-quality service that meets your expectations and the needs of your community.

On behalf of SCA of CA, LLC, I would like to formally request a contract extension for Fiscal Year 2026, along with a 3% rate increase. This adjustment will help us continue providing g the high-quality street sweeping services and support you've come to expect, while accounting for rising operational costs.

We appreciate you're understanding and continued partnership. If you have any questions or would like to discuss this further, please do not hesitate to reach out to me directly at 310.308.4040 or afarias@sweepingcorp.com

Thank you again for your trust in SCA. We look forward to continuing our work together.

Sincerely,
Alejandra Farias

Branch Manager
SCA of CA, LLC
afarias@sweepingcorp.com
310.308.4040

AMENDMENT NO. 3 OF AGREEMENT MA-080-19011372 BETWEEN THE COUNTY OF ORANGE AND THE ROSSMOOR COMMUNITY SERVICES DISTRICT FOR STREET SWEEPING SERVICES

THIS AMENDMENT NO. 3 TO AGREEMENT MA-080-19011372 IS MADE AND ENTERED INTO EFFECTIVE June 22, 2026, is by and between County of Orange, a political subdivision of the State of California, (referred to herein as "County"), and the Rossmoor Community Services District ("District") hereinafter sometimes referred to individually known as "Party" and collectively known as the "Parties."

RECITALS

WHEREAS, County has unincorporated road segments within the District that fall within the District's sphere of influence; and,

WHEREAS, County and District entered into Agreement MA-080-19011372 ("Agreement") on May 7, 2019 for Street Sweeping Services in the amount not to exceed $60,000; and,

WHEREAS, County and District agreed to Amendment No. 1 on October 5, 2021 to change the frequency of the street sweeping per month and increase the amount not to exceed to $80,000; and,

WHEREAS, the County Board of Supervisors delegated authority to amend the Agreement so long as any future amendments does not increase compensation by more than 10 percent of Amendment No. 1; and,

WHEREAS, the Parties amended the Agreement again on February 15, 2024 (Amendment No. 2), to increase the amount paid to the District to $82,000.00; and,

WHEREAS, the Parties now desire to amend the Agreement to increase annual amount to $88,000.00; and,

NOW THEREFORE, the Parties agree as follows:

AMENDMENT NO. 3

1. Exhibit B of the Agreement shall be removed and replaced with the Exhibit B as attached hereto.
2. All other terms and conditions in this Agreement shall remain unchanged and with full force and effect.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment No. 3 to be executed as of the date of the final signature below.

COUNTY OF ORANGE

By: Kevin Onuma

Kevin Onuma
Director Orange County Public Works

Date: 6/22/2026

APPROVED AS TO FORM:
Office of the County Counsel

By: DocuSigned by: Ray Diaz 3410EAD6CC0E1...

Deputy County Counsel
County of Orange, California

Date: 6/5/2026 | 12:26 PM PDT

ROSSMOOR COMMUNITY SERVICES DISTRICT

By:

General Manager

Date: June 5, 2026

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE MANAGER OF ROSSMOOR COMMUNITY SERVICES DISTRICT

By:

District Secretary

Docusign Envelope ID: 2E8E9682-E945-8A8A-8123-72DA223797E4

EXHIBIT B - PRICING

STREET SWEEPING SERVICES

ROSSMOOR COMMUNITY SERVICES DISTRICT

TOTAL CURB MILES	NUMBER OF SWEEPS PER YEAR (ESTIMATED)	TOTAL ANNUAL COST (NOT TO EXCEED)
67	48	$88,000.00

COUNTY OF ORANGE
MASTER AGREEMENT
COUNTY PROCUREMENT OFFICE
MODIFICATION

FOR INTERNAL COUNTY USE ONLY. THIS IS NOT A LEGAL DOCUMENT. DO NOT DISTRIBUTE TO VENDOR.

CONTRACT INFORMATION

MA NUMBER: MA-080-19011372 v5 - WF Unit: 5440

NOT TO EXCEED AMOUNT: $362,000.00

Begin Date:07/01/2019
Expiration Date:06/30/2099
Board-Award Date:05/07/2019
Board Award Number:19-000200
Modification Date:05/06/2024
Contract Type:Service
Cited Authority:NDPA: Board of Supervisors Awarded

Record Date:05/06/2024
Procurement Folder:P04023.
Procurement Type:Government Code
Replaces Award Document:- -
Replaced by Award Document:- -
RCA Code:1 NA
RCA Description:NOT AN RCA

COUNTY CONTACTS

REQUESTOR:
OCPWOMContracts
000-000-0000
OCPWOMContracts@ocpw.ocgov.com

ISSUER:
NANCY FOROUGHI
nancy.foroughi@ocpw.ocgov.com

BUYER:
NANCY FOROUGHI
nancy.foroughi@ocpw.ocgov.com

CONTRACT DESCRIPTION

STREET SWEEPING AGREEMENT WITH CITY OF ROSSMOOR
MA-080-19011372 **** NON-PROCUREMENT AGREEMENT *** 05.28.19, NF (ASR 19-000200 - MINUTE ORDER 05.07.19)

REASON FOR MODIFICATION

MODIFICATION ISSUED TO EXTEND CAPS+

RX 1636870 RA 5.3.24

VENDOR INFORMATION

Name/Address:
VC0000001814:ROSSMOOR COMMUNITY SVCS DIST

C/O FINANCE DEPT - REVENUE
3001 BLUME DR
LOS ALAMITOS, CA 90720-4638

Contact:
NOT ON FILE
000-000-0000

COMMODITY / SERVICE INFORMATION

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Tax Amount	Line Total
1	0.00000		$0.00	$362,000.00	2019-07-01	2099-06-30	$362,000.00	$0.00	$362,000.00

Commodity Code: 96874 - Street Sweeping Services
Street Sweeping Services

AUTHORIZED FUNDING SOURCES

Department	No Limit	Spending Limit
080 - OC PUBLIC WORKS	YES	$0.00

ROSSMOOR COMMUNITY SERVICES DISTRICT
CONTRACT SERVICES AGREEMENT FOR STREET SWEEPING

1. Parties and Date.

This CONTRACT SERVICES AGREEMENT FOR STREET SWEEPING ("Agreement") is made and entered into this 14th day of December 2021, by and between the Rossmoor Community Services District, a public agency ("District") and Jonset LLC, a California limited liability company dba Sunset Property Services ("Contractor"). District and Contractor are sometimes individually referred to as a "Party" and collectively as "Parties."

2. Recitals.

2.1 Contractor. Contractor desires to perform and assume responsibility for the provision of contract services in connection with street sweeping on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing such services, and is familiar with policies and requirements of the District.

2.3 Project. District desires to engage Contractor to provide contract services in connection with street sweeping ("Project") on the terms and conditions set forth in this Agreement.

3. Term.

3.1 Scope of Services and Term.

3.1.1 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 contract services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" (Scope of Services) and Exhibit "C" (Performance Standards) attached hereto and incorporated herein by reference. In the event of a conflict between the provisions of this Agreement and any exhibit hereto, the provisions of this Agreement shall control. 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.

3.1.2 Term. The term of this Agreement shall be for an initial period not exceeding two (2) years from the effective date of this Agreement, which is January 1, 2022, unless earlier terminated as provided herein. District may elect, in its sole and absolute discretion, to extend the Initial Term of this Agreement for three (3) one (1) year extended terms, provided District gives Contractor written notice of such election prior to the expiration of the Initial or Extended Term, as applicable. Contractor shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

3.2 Responsibilities of Contractor.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor. 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 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. Contractor shall not contract with any entity to perform in whole or in part the Services without the express written approval of the District, as determined in the District's sole discretion.

3.2.2 Schedule of Services. Contractor shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the schedule of services as set forth in Exhibit "A." Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions.

In the event of a holiday observed by the District, Contractor will push that scheduled service day to the following Wednesday or mutually agreed upon rescheduled date. In the event of inclement weather or if District requests Contractor not to sweep on a regularly scheduled street sweeping day, there will be no deduction from the monthly invoice. Following inclement weather, Contractor crews will spend additional time to handle the excessive debris and associated costs caused by a change in the weather.

3.2.3 Standard of Care; Performance of Contractor. 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 Contractor's performance of 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.

3.2.4 Representatives of District and Contractor. Andrea Howhannesian is hereby designated as being the principal and representative of Contractor authorized to act in its behalf with respect to the Services and to make all decisions in connection therewith. The District's General Manager, or his/her designee, is hereby designated as being the representative of the District authorized to act in its behalf with respect to the Services and to make all decisions in connection therewith.

3.2.5 Insurance.

3.2.5.1 Minimum Requirements. Contractor 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 Contractor. 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) Automobile Liability: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto).

(B) Minimum Limits of Insurance. Contractor 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 $2,000,000.00 or (ii) bodily injury limits of $1,000,000.00 per person, $1,000,000.00 per occurrence and $2,000,000.00 products and completed operations and property damage limits of $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate; (2) Workers 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 the Contractor 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 Contractor 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 $1,000,000.00 per person and $2,000,000.00 per occurrence and property damage liability limits of $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate to cover the operation of all automobiles, trucks, street sweeping vehicles or other motorized vehicles utilized by Contractor. Said policy shall include coverage for owned, non-owned, leased and hired vehicles.

3.2.5.2 Insurance Provisions. All of the above policies of insurance shall be primary insurance and shall name the District, its officers, employees and agents as additional insureds. The insurer shall waive all rights of subrogation and contribution it may have against the District, its officers, employees 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 Contractor 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 Contractor 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 Contractor agrees that the provisions of this Section shall not be construed as limiting in any way the extent to which the Contractor may be held responsible for the payment of damages to any persons or property resulting from the Contractor's activities or the activities of any person or persons for which the Contractor 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.

3.3 Fees and Payments.

3.3.1 Compensation. Contractor shall receive compensation for all Services rendered under this Agreement at the rates set forth in Exhibit "B" attached hereto and incorporated herein by reference.

3.3.2 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 thirty (30) days of receiving such statement, review the statement and pay all approved charges thereon. The statement shall include the dates of sweeping, the curb miles swept, and the fee for such services.

3.3.3 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. To the extent permitted by law, 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.

3.4 General Provisions.

3.4.1 Termination of Agreement.

3.4.1.1 Grounds for Termination. District may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) 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.

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

Contractor: Sunset Property Services 16251 Construction Circle West Irvine, CA 92606 Attn: Andrea Howhannesian, Site Manager	District: Rossmoor Community Services District 3001 Blume Dr. Rossmoor, CA 90720 Attn: Joe Mendoza, General Manager

Such notice 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.

3.4.3 Attorney's 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 reasonable attorney's fees and all other costs of such action.

3.4.4 Indemnification. Contractor agrees to defend, with attorney of the District's choosing, indemnify, hold free and harmless the District, its elected officials, officers, agents and employees, at Contractor's sole expense, from and against any and all claims, actions,

suits or other legal proceedings brought against the District, its elected officials, officers, agents and employees arising out of the performance of the 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 the 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 the Contractor, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the District, its elected officials, officers, agents and employees based upon the work performed by the Contractor, its employees, and/or authorized subcontractors under this Agreement, whether or not the Contractor, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Contractor shall not be liable for the defense or indemnification of the District for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the District. This provision shall supersede and replace all other indemnity provisions contained either in the District's specifications or Contractor's Proposal, which shall be of no force and effect.

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

3.4.6 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.4.7 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.

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

3.4.9 Successors and Assigns. The terms and conditions of this Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the District. This Agreement may not be assigned by Contractor without the prior written consent of the District.

3.4.10 Incorporation of Recitals. The Recitals set forth above are incorporated herein and made an operative part of this Agreement.

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

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed and entered into this Contract Services Agreement for Street Sweeping as of the date first written above.

ROSSMOOR COMMUNITY SERVICES DISTRICT

Joe Mendoza, General Manager

Dated: 12/28/2021

JONSET LLC
DBA SUNSET PROPERTY SERVICES

Christopher M. Valerian
CEO

Date: 12/28/2021

Daniel Nauert
Member

Date: 12/28/21

EXHIBIT "A"

Scope of Services

Contractor shall sweep the gutter, and curb areas in proximity to the gutter, in the public right-of-way of all streets within the geographic boundaries of District, consisting of approximately sixty-three (63) curb miles as generally set forth in the District map attached hereto and/or provided by the District from time to time, so as to be free of all debris, leaves, soil, litter, and other materials. Contractor shall perform such sweeping services four times a month. Sweeping shall be done on the first (1st) and third (3rd) Mondays and the first (1st) and third (3rd)Tuesdays, between the hours of 8:30 a.m. and 4:30 p.m., Pacific time (the "regular sweeping"), or on such additional date(s) as the District may, from time to time, request in writing. Street sweeping shall be done on alternating sides of the street based on a split schedule such that each side of a street will be swept twice a month and shall conform to posted parking prohibitions. The map attached hereto indicates the days and times which the street sweeping will take place in each neighborhood.

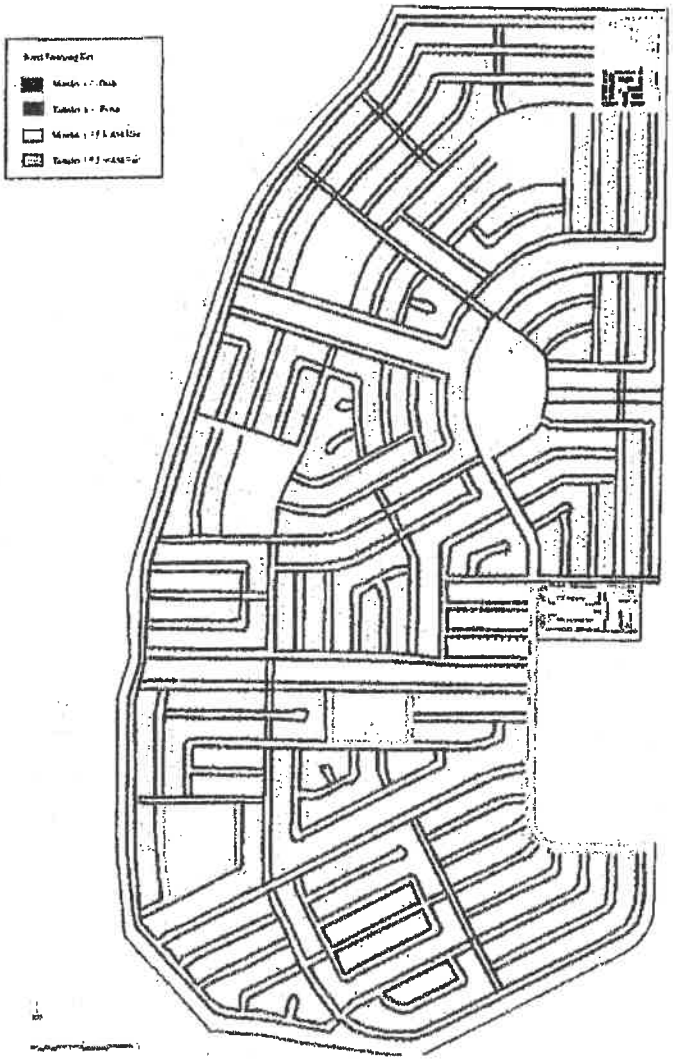


EXHIBIT "B"

Schedule of Compensation

Contractor shall be compensated at the rate of $51.89 per curb mile per sweep covering each side of the street, equaling a total of approximately 126 curb miles per month for a total annual amount not to exceed $78,458.32, without prior written approval by District.

EXHIBIT "C"
Performance Standards

Sunset Property Services

District of Rossmoor

Proposal

STREET SWEEPING SERVICES 2021

Respectfully submitted by

Jonset Corporation
dba Sunset Property Services
16251 Construction Circle West
Irvine, CA 92606
(949) 551-5151
AHovhannesian@SunsetPropertyServices.com

Table of Contents

1. DISTRICT OF ROSSMOOR 2
A. COVER LETTER 3
B. QUALIFICATIONS OF COMPANY 5
C. QUALIFICATIONS OF THE MANAGEMENT STAFF 6
D. COMPANY EXPERIENCE 10
E. SCHEDULE OF PERFORMANCE 11
F. COSTS 12

May 13, 2021

Joe Mendoza
General Manager
Special District of Rossmoor
Rush Park, 3001 Blume Drive
Rossmoor, CA 90720

Subject: Residential Sweeping and Roadway Cleaning Maintenance Services

Mr. Mendoza:

We are pleased to provide the District of Rossmoor with our proposal for street sweeping services. Sunset Property Services is a local, family owned and operated MBE & DVBE business that has been proud to be a part of the Orange County community for over 43 years.

Sunset offers more than 54 years of experience and a substantial amount of comparable knowledge from our existing work on this contract and comparable municipality relationships. We are a proven provider of quality street sweeping services to many surrounding Orange County municipalities. We uphold our pledge of excellence to our clients through constant communication and reporting to ensure that we can proactively handle a variety of needs in a timely, cost effective manner. These reports have been submitted to your city to help identify landscaping, sloping, safety and service issues.

Our veteran team is eager for the partnership opportunity with your staff. Sunset goes unparalleled, not only in the proximity of our fleet and personnel headquarters to Rossmoor, but also in the variety and extent of services we can effectively and efficiently mobilize being a native Orange County based company. Additionally, we have a pride and focus being so invested and engrained in the OC community. No other competitor can match us in the vast services that can be at your disposal. Our headquarters and fleet, with limited notice, can perform any service task to the highest quality with little to no limitation on fleet availability or distance/time constraints. This proximity also equates to a lower response cost for any emergency needs or services; this includes a quicker execution and greater public safety.

We are proud to offer the latest technology with our modern fleet. For this contract we would utilize our state-of-the-art TYMCO 600 regenerative air sweepers. As an added benefit, Sunset's sweepers are also equipped with broom assist head (BAH) for added efficiency. This allows for a better cleaning and more thorough removal of heavy debris through our investment in this option. Our sweepers are AQMD approved as well as PM10 certified for the cleanest level of removing debris that also mitigates airborne particulates. Sunset was first in the nation to introduce the TYMCO Alternative Fuel 600 sweepers, in 1993, ten years before it was mandated.

We are best qualified as Sunset provides the highest value and competitive pricing with the delivery of the highest quality service. Through our familiarity with and focus in the Orange County area, we have proven our performance with neighboring cities and with County Unincorporated areas. Additionally, during the uncertainty and additional troubles in 2020 brought on by COIVD-19 we demonstrated with our current municipal and commercial clients we could continue to provide services safely and without alterations or delay.

Most substantial will be that we are willing to work through the split schedule being reviewed by your district. We understand the pressure on residents with posted streets and applaud that this is being reviewed to make their parking easier. Sunset has demonstrated our ability to work through and execute these more advanced schedules. Rancho Santa Margarita was the most recent city we helped provide a study and execute different posted sections. We also helped Aliso Viejo and Niguel transition or bring on split posted streets. In addition to other areas and cities we work with to ticket, we have also been working with the County on their street posted sections with great success for over nine years.

We are hopeful we can help you in your district's changes and would like to thank you for your consideration of our proposal and look forward to the opportunity to providing service to Rossmoor.

Sincerely,

Andrea Howhannesian
Site Manager

Qualification of the Company

Sunset Property Services is a family owned and operated business that has been proud to be headquartered in Irvine since 1978. For over 54 years Sunset has grown in California to become one of the premier providers for all service needs.

Project Onboarding

Our expert operations team works to keep you actively informed of your sites status while functioning to provide innovative and precautionary measures to ensure the utmost level of safety, health and service. Our management team places an emphasis on being in the field, not just behind a desk. We save our clients' money by being the first line of communication for facility issues and are unequaled in our response time to any emergency or special needs.

Not only do we rely on the sharpened ears and eyes of our crews, but we have placed an emphasis on our reporting and the data we establish for every client. Our experienced team provides routine quality checks of our services daily, through reporting and through consistent site visits. Our continuous safety, training and certification meetings are also strictly adhered to, so that the locations of service are being maintained at the optimum feasible level of efficiency Due to our high standards, as well as the benefit of our headquarters being based less than twenty miles away from the District of Rossmoor, you can expect that all concerns can be addressed proactively and that they are being consistently monitored by our experienced and highly trained staff. In case of emergencies, our location allows quick and direct access to our expansive and diversified services.

We utilize electronic work order reporting to document all aspects of a service from customer calls to special concerns. This detailed history keeps a progressive synopsis of our projects readily available to any personnel involved from the top down. Our method of reporting provides an invaluable culmination of records on a per service level which can also be used to emphasize a larger picture of the areas of service. We are also able to provide complementary services instantaneously based on our wide range of services and centrally located fleet & crew.

Service Request

All service requests are channeled through our 24/7/365 office which is tracked on a proprietary system to ensure execution, efficiency and tracking. Additionally, a client log is simultaneously kept to keep record of hotspots and client needs. Due to our proximity and consummate knowledge, service requests are created as they come in through our Contracts Manager and can be scheduled in short notice (under 1 hour) if emergency services are needed.

In addition to our timely response, we have a wide range of in house services that can be readily used by the district.

Sunset provides a wide array of complementary services available with a locally centralized crew and complete scheduling flexibility. Our range is inclusive of but not limited to:

- GRAFFITI REMOVAL
- SEALING
- AWNING CLEANING
- HAULING
- HYDROWASH/RECLAMATION
- PRESSURE WASHING/RECLAMATION
- WINDOW WASHING
- RD-2000 OIL ABSORBENT
- CUSTODIAL /DAYPORTER
- PARKING LOT SWEEPING
- STREET SWEEPING
- SPECIAL EVENTS
- CONSTRUCTION SITE CLEAN-UP
- PARK BENCH/BUS BENCH CLEANING

Equipment

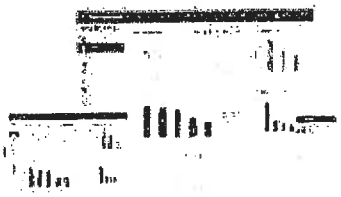
We are proud to be able to provide the latest technology with our ever evolving and current fleet. For this contract we would utilize our state-of-the-art diverse fleet of TYMCO 210, TYMCO 435 and TYMCO 600 sweepers. This enables out team to handle all manner of roadways, narrow streets and parking lots to maximize efficiency and minimize asphalt damage as well as safety concerns. Our sweepers are PM10 certified for the cleanest level of removing debris that also mitigates airborne particulates and has proven effective for the alleys in the past.

GPS Utilization

For over 13 years we have provided the benefit and accountability of GPS tracking on our entire fleet of vehicles to our clients. We recently invested in new equipment to give second by second reporting in real-time on our entire fleet. Sunset pairs physical quality checks with technological advances and in depth on demand reporting capabilities. Through our GPS we enable our customers to have access to real-time data and assurance of vehicle location. Our system also includes features that monitor everything from the speed to equipment activity. With this advanced supervising enabled through any internet connection, we can assert that our vehicles maintain the appropriate speed for optimum cleaning and can provide hard reporting to substantiate our affirmation.

Through our GPS, site and city transitions are easily obtained and real-time monitoring can be affirmed so that the learning curve of new work is nearly non-existent. The other features of the GPS system provide a quick analysis to pinpoint inefficiencies on new accounts so that through our transition we can propose more effective ways to serve our clients.

Real-time second by second quick mapping lets us see our fleet at a glance and dispatch according. We also know at all times where these vehicles are, what speed and direction they are traveling, the route they have taken and much more. Historical routing of each vehicle and the location at a specific time can also be retrieved and used for analysis. When Sunset promises a vehicle at a certain time and location, we can guarantee our prompt response and completion, even at obscure hours.





Our GPS system allows business rules to be entered so that we can immediately receive notifications of violations even outside of normal business hours. These alerts can even be received by phone or tablet to maintain full around the clock accountability and makes our ability to react to situations instantaneous. Alerts can be defined on: vehicle idle time, hard braking, hard swerving, fuel & oil level, engine data, speeding against posted speed limit, maintenance and much more so that we can back our commitment to safety and performance with hard data.

Flexible reporting with a full suite of reports, ranging from very detailed to high level, are also processed quickly and automatically from the system. Run reports by vehicle, fleet, driver or team. All are generated in an easy-to-read format that can be printed, saved or set to send automatically to one or more recipients. Reporting is easy to use, but can be set up internally for our clients hassle free.



Work Plan

Sunset Property Services as a company has approximately 75-85 employees that work mostly full time with about 10 employees working part time. This combination allows us to easily cover absenteeism and needed vacation or time requested off for our employees. We have the ability to provide on-site leadership during both the day and night shifts. We have mobile supervisors that can respond to emergencies when necessary to support any special needs of the crews working at any of our locations. Our trained supervisors also provide quality control checks to ensure the highest level of service is provided to each and every client. Our Site Manager and our Asst. Operations Manager interface directly with clients on a routine basis to obtain feedback on service while allowing the client direct contact with our management team.

Below are the guidelines and reporting highlights that have allowed us to be a seamless success when taking on large and expansive projects and have been utilized for your district:

- Maximize our labor potential by assigning key roles based on experience and skills
- Maintain daily reporting to guarantee all services are met
- Utilize our Quality Control program to locate areas with special needs or areas of concern
- Provide site walks by veteran management for better control
- Conserve energy through management of procedures and key personnel
- Report and analyze all aspects of the work performed and actively come up with new ways to better our services
- Constant communication with the client to follow up on needs and keep all needed personnel informed and minimizing learning curve while continuing to gather and address feedback
- Utilize technology for identifying all aspects of the project implementations to manage and assign tasks accordingly to design an efficient infrastructure

Qualifications of Management Staff

Quality Assurance/QC Program
We offer a customized set of processes for each scope of work, implemented seamlessly and reported consistently for quality assurance. Effective communication and fleet/vehicle monitoring and scheduling via GPS is an essential part of our success and the pervasive tool throughout our service integration and continuation. Utilizing technology, we adhere to a strict and thorough integration plan that has enabled us to become adaptive and successful when transitioning projects. The following actions are observed for new accounts:

- **Area/Site Analysis** – identify individual needs and highlight any potential areas that may require special attention
- **Pre-Service Team Brief/Assignment** – assess and communicate to teams directly assigned to the project any areas of special care and assign crew with strengths best suited for the needs of the project to guarantee accountability, stability and exceptional work
- **Establish History and Quality Control** – meet regularly to go over performance, initial feedback as well as review current methods and execution to ensure that each project is receiving specialized attention and that all crew members are fully aware of changes or modifications as necessary
- **Report** – as the eyes and ears of our clients, report back any potential problems or suspicious/irregular activity and recommend additional services as necessary according to the needs of the property
- **Familiarize and Nurture Growth** – reliability is key but continuing to analyze and discover fresh approaches or needs is the cornerstone to progress

Crews
Sunset takes pride in its accomplishments as a team and the dedication, as well as experience, of our crews. We value loyalty and consider all employees a part of the Sunset family. Sunset strives to maintain exceptional quality in our work as well as in our relationships with our crews and staff, evidenced by the average 10-year tenure of our employees. This is a direct result of our commitment to supporting our crews, implementing exceptional project strategy and our ability to pair quality with loyalty. Their training and experience is an essential part of how Sunset seamlessly transitions new contracts.

Our crew cross training and focus has been a proven benefit during the difficulties of COVID-19.

Employee Benefit Program
Another pivotal point to the success of our business has been to create an incentive program for our crews. Part of quality assurance means proactively giving our crew the tools and encouragements to excel. Our program gives greater accountability to translate into a more effective workforce with greater benefits and a happier working environment. This positively impacts employees' conduct and performance to give greater value, savings and quality for our clients.

Corrective Action Plan
Sunset's procedure for corrective action currently utilizes our electronic Q.A. reporting system which is documented and communicated through our encompassing proprietary electronic Work Order

system. Sunset's supervisors and Q.A. personnel are trained to fill out an inspection report which is then delivered back to our main office and input electronically. If the reported results does not meet our high level of standards or there is a unique issue, a work order is opened and immediate action is taken. This simultaneously archives the report and creates an action plan accompanied with completion dates and a new inspection date. We are able to report and monitor the historical data in order to identify potential trends.

This process is multipurpose and carefully documents areas that need special care and are notes them for future reference. This can also integrate with our scheduling system to assert better controls and easily identifiable service history. Our experience in other accounts allows for a cross check between new locations and veteran locations that already have an accumulation of data so we can distinguish areas to closely monitor before we even commence services. We can provide polls to residents to actively search for their feedback to confirm we are providing services to the best of our abilities and with resident high approval. Correspondence logs are also maintained and communicated to staff to keep a transparent log of any calls from residents. Our internal systems ensure that we comply with the contract time frames on all levels.

<u>Accountability & Customer Service</u>
At Sunset, we hold our work to the highest standards and we know that accountability is of the utmost importance. Our goal is to provide the highest quality service possible. In order to maintain accountability and quality we have a dedicated contract manager as well as a client services representative, that handles any requests or concerns that our clients may have. Additionally, we have an operations team that meets daily, headed by our director of operations, to discuss any issues, new requirements or concerns to ensure that everything is running smoothly. Service and direct contact to our team is available 24 hours a day, 7 days a week.

Our proprietary work order system designed in house, creates electronic work orders to ensure that any special notes as well as basic information can be kept for reference. Client information is meticulously maintained to ensure that all documentation for the client is kept up to date and ready at any time for any potential needs or verification. Our accounting provides a customized and exhaustive breakdown of the city and the billing for each invoice cycle for fully disclosed communication and 100% accuracy. We want to ensure that accurate accounts are kept and recorded and that past information can be accessed at a moment's notice.

If special services or requests are made, outside of the scope of work, Sunset crews are prepared to handle any needs at any time. We believe we offer the best of both worlds being an involved small local business; providing big company solutions with distinct personal touches.

Company Experience

Recent Experience

Sunset is pleased to provide street, lot and bike trail sweeping to many neighboring entities in and around Rossmoor including Fountain Valley, Unincorporated areas of Midway City and Anaheim. Most recently, the City of Fountain Valley and Newport Beach were successfully transitioned mid 2020 for city-wide street sweeping. Additionally, over the past couple of years, we were awarded by SCMSDC through our longstanding relationship with Disneyland with a 2019 Supplier of the Year Award. We continue to show our city contracts and commercial partners our commitment to excellence, safety and reliability.

References

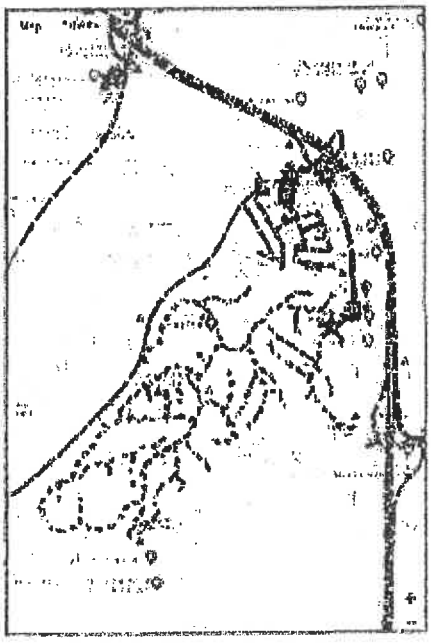
Date Value	Name & Address	Contact	Description
Current +$400K	City of Mission Viejo 27204 E. La Paz Road Mission Viejo, CA 92692	Corey Gonyea cgonyea@cityofmissionviejo.org (949) 362-4341	City-wide street sweeping services including parking lots & bike trails.
Current +$450K	City of Irvine 6427 Oak Canyon Irvine, CA 92618-5202	John Dupont JDupont@cityofirvine.org (949) 724-7617	City-wide street sweeping services including parking lots & bike trails.
Current +750K	City of Newport Beach 100 Civic Center Drive Newport Beach, CA 92660	Casey Parks CParks@newportbeachca.gov (949) 718-3481	City-wide street sweeping services including parking lots & bike trails
Current +$120K	City of Rancho Santa Margarita 22112 El Paseo Rancho Santa Margarita, CA 92688-2824	Brendan Dugan BDugan@cityofrsm.org (949) 635-1805	City-wide street sweeping services including parking lots.
Current +700K	Disneyland Resort 700 W Ball Rd Anaheim, CA 92802	Karla Kingma Karla.Kingma@disney.com (714) 781-7752	Open parking lots and parking structures (6th largest in the world)

All references listed above have been successfully transitioned and managed by the proposed team for the District of Rossmoor.

Schedule of Performance

Through our historical routing, current use of knowledgeable sweeper operators and our management team that has been with the company for an average of over 25 years, we are well versed with you city and the routes. We will be able to rollout the changes being proposed while upholding our indoctrinated routing.

Our current GPS mapping confirms start points and properly divides scheduled days, including those requiring multiple sweepers outside of the primary. This is only achieved efficiently due to our expansive understanding being that we are based in Orange County and we have a presence here with our other contracts and through our teams that live in Orange County. Below includes a sampling of our current mapping including points of interest:



Costs

With our current understanding of the plan for 63 curb miles of residential streets being swept in its entirety twice per month and in the direction being taken regarding the split posting, we are proposing the below costs:

Cost Per Curb Mile:	**$ 51.89/CM**
Annual Cost:	**$78,458.32/Yr**

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM C-2

Date: November 5, 2026

To: Personnel and Contract Administration Committee
Jo Shade – Chair
Michael Maynard

From: General Manager Sharon Landers

Subject: DISCUSSION REGARDING MEDICAL INSURANCE RENEWAL

RECOMMENDATION

It is recommended that the Personnel and Contract Committee review the 2027 proposed rate increase from Kaiser Permanente for medical and dental coverage and provide staff with direction on selecting a plan that continues to offer full time employees excellent coverage.

BACKGROUND

Rossmoor Community Services District currently provides medical and dental benefits to its full time employees through Kaiser Permanente. The renewal rate for the current Kaiser plan is scheduled to increase by 5.49% effective January 1, 2027 which would increase the monthly premium from $9,306.42 to $9,817.42

The District's Broker of Record, Jose Martinez from ADP, has indicated that the renewal came in well below many of the increases being seen throughout the market today. He stated that an overall increase of 5.49% is an excellent renewal result and reflects a very favorable outcome compared to many employer groups that are seeing double-digit increases.

ATTACHMENTS

1. 2027 Kaiser Renewal Quote

CALIFORNIA

Your 2027 Renewal

A BETTER WAY TO MANAGE RENEWALS

SHARON LANDERS
ROSSMOOR COMMUNITY SERVICE DISTRICT
3001 BLUME DR
ROSSMOOR, CA 90720-4638

Group ID: 113487
Renewal Effective Date: January 01, 2027

Timothy John Attenberger
Automatic Data Processing Agency, Inc.

Grandfathered Medical Plan
RAF: 0.90

Renewal Monthly Premium: *$9,817.42*
Current Monthly Premium: *$9,306.42*
% Change: *5.49%*
$ Change: *$511.00*

Important Information about your renewal

- **Premium change** — The Renewal Monthly Premium estimate shown above is based on your group's enrollment approximately 3 months before your renewal month. This amount may change depending on the actual number of enrolled employees and dependents.
- **New KP Plus Plan** — Introducing the **Silver 70 2000/65 PCP KP Plus + Child Dental Alt.** This plan delivers the same trusted Kaiser Permanente quality while giving you the flexibility to access care outside the KP network at a lower monthly premium. It has integrated and versatile coverage designed to fit your budget without compromising on care.
- **Important Information:** — 2027 Change and clarification notices — Learn about plan updates and health benefit changes.

On BUSINESS.KP.ORG

- Explore different renewal options
- Submit plan changes for immediate process
- View and pay your monthly premium
- Easy access to important documents

We value your business and are committed to the health of your employees.

Need help?
Contact your broker who may transact on your behalf or Small Business Account Management Team at 800-790-4661, option 3.

Rates pending regulatory approval

CA_RNWL_3/1/19

KAISER PERMANENTE®

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM C-3

Date: November 5, 2026

To: Personnel and Contract Administration Committee
Jo Shade, Chair
Michael Maynard

From: General Manager Sharon Landers

Subject: DISCUSSION REGARDING CONTRACT RENEWAL FOR BEAU BERGLUND, TENNIS INSTRUCTOR

RECOMMENDATION

It is recommended that the Rossmoor Community Services District (RCSD) Personnel and Contract Administration Committee review and approve terms for a new two-year Professional Services Agreement (PSA) with tennis instructor Beau Berglund that General Counsel will then review; and make their recommendation for approval of the new two-year PSA to the RCSD Board of Directors. Term changes to include removal of language under schedule changes, an increase in court rental fees and the increase of cancellation fees from $8.00 to $8.50, with 24-hours' notice.

BACKGROUND

Tennis Instructor Beau Berglund began providing tennis instruction at Rossmoor Park in October 2017. In March 2021, the RCSD Board of Directors approved a Professional Services Agreement (PSA) with Beau Berglund for two years (ending March 8, 2023). On March 11, 2025 the contract was renewed for two (2) years expiring March 10, 2027.

FISCAL IMPACT

The current PSA outlines the compensation paid by Mr. Berglund to the District per lesson court hour based on his contract anniversary dates. Therefore, the following rates are recommended: beginning with the commencement of the new PSA (March 10, 2027) through March 9, 2029: March 10, 2027 the rate of $18.00 per lesson/or court hour will be assessed; beginning March 10, 2028, to March 9, 2029, the fee of $18.50 per lesson/or court hour will be assessed. These fees are competitive with surrounding tennis programs in other agencies.

During the 2025-2027 contract term, Mr. Berglund has paid the District approximately $40,700 for lesson/court hour fees based on $17.00 (2025 rate) and $17.50 (2026 rate) per lesson/court hour fees. At the new PSA rates of $18.00 (effective March 10, 2027) and $18.50 (effective March 10, 2028), the revenue to the District will be approximately $43,800 during the renewal term March 10, 2027-March 9, 2029.

ATTACHMENTS

1. DRAFT Professional Services Agreement with Beau Berglund, March 10, 2027 (Redline)
2. DRAFT Professional Services Agreement with Beau Berglund, March 10, 2027 (Clean)

ROSSMOOR COMMUNITY SERVICES DISTRICT
PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into this 11th day of March, ~~2025~~ 2027 ("Effective Date") by and between the Rossmoor Community Services District, a public agency ("District") and Beau Berglund, an individual and tennis professional ("Contractor"). District and Contractor are sometimes individually referred to as "Party" and collectively as "Parties."

RECITALS

A. District is a public agency authorized to own, operate, maintain and repair facilities for public recreation including, without limitation, providing tennis courts for use by individuals who reside within the jurisdiction of the District. District has the authority to establish rates or other charges for services and facilities provided by District. District is authorized to receive revenue and in order to cover the costs of said services and facilities including, for example, charging a tennis professional such as Contractor for the right to use District tennis courts for providing tennis lessons. District desires to enter into this Agreement in order for Contractor to be available to provide tennis lessons ("Services") to individuals who desire such Services at District's tennis courts.

B. Contractor desires to perform and assume responsibility for the provision of the Services on the terms and conditions set forth in this Agreement. Contractor represents that he is experienced in providing such Services.

NOW, THEREFORE, the Parties hereby agree as follows:

1. General Scope of Services. Contractor agrees to furnish to the District all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the Services. All Services shall be subject to, and performed in accordance with, this Agreement. Contractor shall be responsible for offering, scheduling, and conducting all tennis lessons pursuant to the provisions of this Agreement including, without limitation, the requirements for the location and Schedule of Services as set forth herein. Contractor will also make a good faith effort to provide Services on a priority basis to residents of Rossmoor in connection with the offering and scheduling tennis lessons.

2. Term. The term of this Agreement shall be for two (2) years from the Effective Date of this Agreement, unless earlier terminated as provided herein.

3. Prohibition Against Subcontracting/Employees; Independent Contractor. The Services shall be performed personally by Contractor and shall not be performed by any subcontractors, employees, volunteers or agents. 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 retains the right to perform similar or different services for others during the term of this Agreement.

4. Location and Schedule of Services. Contractor shall perform the Services expeditiously, in accordance with the terms of this Agreement, and in accordance with the following Schedule of Services:

(a) Contractor will reserve an available court on a regular weekly basis as agreed upon by both Parties and Contractor will be available during those hours and days of week to perform Services.

(b) Changes to schedule may only be requested by Contractor ~~Contractor under extraordinary circumstances by~~ by giving District 24-hour notice. Requested changes are subject to approval by the District in its reasonable discretion. Disapproved requests or failure to provide the required notice will result in a cancellation fee paid by the Contractor to the District. For the first effective year of this Agreement, this fee shall be $9.00 per hour for any period less than a 24-hour notice. For the second effective year, this fee shall increase at a percentage rate in-line with the percentage increase in resident rates for that same year, as if the Contractor had utilized the court for the subject period of time.~~Requested changes are subject to approval by the District in its reasonable discretion. Disapproved requests will result in payment by Contractor of an $8.00 per hour fee when less than a 24-hour notice is received by the District, in accordance with this Agreement, as if Contractor had utilized the court for the subject period of time.~~

(c) Contractor will be responsible for payment to the District for any hours reserved, regardless of whether or not lessons were actually performed. Should Contractor be observed providing instruction other than at a reserved time and/or court without notifying District, Contractor shall be charged, and shall pay to the District, a double fee for the time used but not reserved.

(d) The Services shall be performed at the courts at Rossmoor Park. District shall reserve a court as agreed to by both Parties for the performance of Services by Contractor for the times set forth in the Schedule of Services, as requested by Contractor. District's only obligation in connection with the provision of Services by Contractor shall be to reserve a court at Rossmoor Park in accordance with the Schedule of Services.

5. Conformance to Applicable Requirements and Coordination of Services. All Services provided 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 at all reasonable times.

6. Standard of Care. 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 himself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Services. Contractor shall be liable for all violations of such laws and regulations in connection with Services. Contractor shall execute and maintain his work so as to avoid injury or damage to any person or property. In carrying out the Services, Contractor shall exercise all necessary precautions for the safety of individuals appropriate to the nature of the work and the conditions under which the work is to be performed.

7. Insurance.

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

(a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars ($1,000,000.00) per occurrence, One Million Dollars ($1,000,000.00) general aggregate.

(b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars ($1,000,000.00) combined single limit per accident for bodily injury and property damage.

(c) Workers' compensation insurance as required by the State of California. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the District, its officers, agents, employees, and volunteers arising from work performed by Consultant for the District and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

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

(a) Additional insureds: "The Rossmoor Community Services District and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the District; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."

(b) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to District."

(c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the Rossmoor Community Services District, its officers, officials, agents, employees, and volunteers. Any other insurance

maintained by the Rossmoor Community Services District shall be excess and not contributing with the insurance provided by this policy."

(d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the Rossmoor Community Services District, its officers, officials, agents, employees, and volunteers.

(e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

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

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

8. Compensation. Contractor shall receive compensation for Services rendered under this Agreement as follows:

(a) Contractor shall provide the Services at rates as stated on a rate schedule provided by the Contractor which shall be charged to each individual who receives a tennis lesson, regardless of whether said lesson is provided to one or more individuals at the same time. The minimum amount of time for which Contractor shall charge for Services shall be in one hour intervals. Contactor shall be solely responsible for imposing and collecting all fees charged for the Services in accordance with this Agreement. The fees received shall be Contractor's sole compensation pursuant to this Agreement. Contractor will receive no compensation from the District.

(b) The District will record and reconcile each court reservation within the RecDesk reservation system and impose and collect fees for each lesson monthly. Payment is due no later than the 10th of the next month.

(c) At the time of submission of each written statement as required herein, Contractor shall remit payment to the District in readily available funds, ~~seventeen~~ eighteen dollars and no cents ($~~17~~18.00) per hour from the Effective Date through March 10, ~~2026~~2028, and ~~seventeen~~ eighteen dollars and fifty cents ($~~17~~18.50) per hour commencing March 11, ~~2026~~ 2028 for each individual who receives a tennis lesson and/or each court hour. For group lessons, with times as approved by the District, Contractor shall remit payment to the District a rate of

~~eighteen~~ twenty dollars ($~~18~~20.00) per hour from the Effective Date through March 11, ~~2027~~2029.

(d) The fees imposed, collected and remitted, as set forth herein, shall be the gross fees and there shall be no deduction or other reduction from the amounts which are subject to the calculations and payments set forth herein.

(e) At all times during the term of this Agreement, and for a period of two (2) years following the expiration or termination of this Agreement, Contractor shall maintain the statements described herein and any other documentation developed and retained in connection with Contractor's responsibilities under this Agreement. Said statements and documents shall be subject to audit and review by District at all times during the term of this Agreement and for two (2) years following expiration or termination of this Agreement.

(f) Contractor shall not be reimbursed for any expenses unless authorized in writing by District.

(g) 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 requested by District which is not provided for under this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from the duly authorized representative of the District.

(h) [intentionally omitted]

9. General Provisions.

(a) 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 written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Contractor may not terminate this Agreement except for cause.

(b) DOJ Background Check. Because Contractor will or may provide services to persons under 18 years of age, Contractor must participate in a Department of Justice ("DOJ") Background Check via Live Scan. In compliance with California law, until District receives clearance from the DOJ, Contractor will not be allowed to perform any such services under this Agreement. Contractor is required to contact District to make arrangements with the Orange County Sherriff's Department or such other agency as authorized by District for fingerprinting. Contractor shall be solely responsible for any and all costs associated with these requirements.

(c) Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective Parties may provide in writing for this purpose. The individuals specified herein shall be deemed the duly authorized representative of the applicable Party:

Contractor: Beau Berglund
12100 Montecito Road #141

Rossmoor, CA 90720

District: Rossmoor Community Services District
3001 Blume Dr.
Rossmoor, CA 90720
Attn: General Manager

Such notice 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.

(d) Attorney's 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 reasonable attorneys' fees and all other costs of such action.

(e) Indemnification. Contractor shall defend, with counsel of District's choosing, indemnify, and hold District, including its' officers, officials, employees and volunteers, free and harmless from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorney's fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Contractor's, including any employee, sub-contractor, agent and/or volunteer, performance of work hereunder or its failure to comply with any of its obligations contained 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. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, subcontractors, agents and/or volunteers, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, subcontractors, agents and/or volunteers, whenever any claim, action, complaint or suit asserts liability against the District, its elected officials, officers, agents and employees based upon negligence, recklessness, or willful misconduct in the work performed by the Consultant, its employees, subcontractors and/or volunteers under this Agreement, whether or not the Consultant, its employees, subcontractors, agents and/or volunteers are specifically named or otherwise asserted to be liable. Should District in its sole discretion find Contractor's legal counsel unacceptable, then Contractor shall reimburse the District its costs of defense, including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation. The Contractor shall promptly pay any final judgment rendered against the District (and its officers, officials, employees and volunteers) covered by this indemnity obligation. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

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

(g) Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

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

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

ROSSMOOR COMMUNITY SERVICES DISTRICT

By: _____
~~Joe Mendoza~~Sharon Landers
General Manager

Dated: _____

BEAU BERGLUND

By: _____
Beau Berglund

Dated: _____

APPROVED AS TO FORM FOR DISTRICT

By: _____ Dated: _____
Tarquin Preziosi
General Counsel

ROSSMOOR COMMUNITY SERVICES DISTRICT
PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into this 11th day of March, 2027 ("Effective Date") by and between the Rossmoor Community Services District, a public agency ("District") and Beau Berglund, an individual and tennis professional ("Contractor"). District and Contractor are sometimes individually referred to as "Party" and collectively as "Parties."

RECITALS

A. District is a public agency authorized to own, operate, maintain and repair facilities for public recreation including, without limitation, providing tennis courts for use by individuals who reside within the jurisdiction of the District. District has the authority to establish rates or other charges for services and facilities provided by District. District is authorized to receive revenue and in order to cover the costs of said services and facilities including, for example, charging a tennis professional such as Contractor for the right to use District tennis courts for providing tennis lessons. District desires to enter into this Agreement in order for Contractor to be available to provide tennis lessons ("Services") to individuals who desire such Services at District's tennis courts.

B. Contractor desires to perform and assume responsibility for the provision of the Services on the terms and conditions set forth in this Agreement. Contractor represents that he is experienced in providing such Services.

NOW, THEREFORE, the Parties hereby agree as follows:

1. General Scope of Services. Contractor agrees to furnish to the District all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the Services. All Services shall be subject to, and performed in accordance with, this Agreement. Contractor shall be responsible for offering, scheduling, and conducting all tennis lessons pursuant to the provisions of this Agreement including, without limitation, the requirements for the location and Schedule of Services as set forth herein. Contractor will also make a good faith effort to provide Services on a priority basis to residents of Rossmoor in connection with the offering and scheduling tennis lessons.

2. Term. The term of this Agreement shall be for two (2) years from the Effective Date of this Agreement, unless earlier terminated as provided herein.

3. Prohibition Against Subcontracting/Employees; Independent Contractor. The Services shall be performed personally by Contractor and shall not be performed by any subcontractors, employees, volunteers or agents. 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 retains the right to perform similar or different services for others during the term of this Agreement.

4. Location and Schedule of Services. Contractor shall perform the Services expeditiously, in accordance with the terms of this Agreement, and in accordance with the following Schedule of Services:

(a) Contractor will reserve an available court on a regular weekly basis as agreed upon by both Parties and Contractor will be available during those hours and days of week to perform Services.

(b) Changes to schedule may only be requested by Contractor by giving District 24-hour notice. Requested changes are subject to approval by the District in its reasonable discretion. Disapproved requests or failure to provide the required notice will result in a cancellation fee paid by the Contractor to the District. For the first effective year of this Agreement, this fee shall be $9.00 per hour for any period less than a 24-hour notice. For the second effective year, this fee shall increase at a percentage rate in-line with the percentage increase in resident rates for that same year, as if the Contractor had utilized the court for the subject period of time.

(c) Contractor will be responsible for payment to the District for any hours reserved, regardless of whether or not lessons were actually performed. Should Contractor be observed providing instruction other than at a reserved time and/or court without notifying District, Contractor shall be charged, and shall pay to the District, a double fee for the time used but not reserved.

(d) The Services shall be performed at the courts at Rossmoor Park. District shall reserve a court as agreed to by both Parties for the performance of Services by Contractor for the times set forth in the Schedule of Services, as requested by Contractor. District's only obligation in connection with the provision of Services by Contractor shall be to reserve a court at Rossmoor Park in accordance with the Schedule of Services.

5. Conformance to Applicable Requirements and Coordination of Services. All Services provided 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 at all reasonable times.

6. Standard of Care. 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 himself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Services. Contractor shall be liable for all violations of such laws and regulations in connection with Services. Contractor shall execute and maintain his work so as to avoid injury or damage to any person or property. In carrying out the Services, Contractor shall exercise all necessary precautions for the safety of individuals appropriate to the nature of the work and the conditions under which the work is to be performed.

7. Insurance.

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

(a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars ($1,000,000.00) per occurrence, One Million Dollars ($1,000,000.00) general aggregate.

(b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars ($1,000,000.00) combined single limit per accident for bodily injury and property damage.

(c) Workers' compensation insurance as required by the State of California. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the District, its officers, agents, employees, and volunteers arising from work performed by Consultant for the District and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

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

(a) Additional insureds: "The Rossmoor Community Services District and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the District; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."

(b) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to District."

(c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the Rossmoor Community Services District, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the Rossmoor Community Services District shall be excess and not contributing with the insurance provided by this policy."

(d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the Rossmoor Community Services District, its officers, officials, agents, employees, and volunteers.

(e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

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

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

8. Compensation. Contractor shall receive compensation for Services rendered under this Agreement as follows:

(a) Contractor shall provide the Services at rates as stated on a rate schedule provided by the Contractor which shall be charged to each individual who receives a tennis lesson, regardless of whether said lesson is provided to one or more individuals at the same time. The minimum amount of time for which Contractor shall charge for Services shall be in one hour intervals. Contactor shall be solely responsible for imposing and collecting all fees charged for the Services in accordance with this Agreement. The fees received shall be Contractor's sole compensation pursuant to this Agreement. Contractor will receive no compensation from the District.

(b) The District will record and reconcile each court reservation within the RecDesk reservation system and impose and collect fees for each lesson monthly. Payment is due no later than the 10th of the next month.

(c) At the time of submission of each written statement as required herein, Contractor shall remit payment to the District in readily available funds, eighteen dollars and no cents ($18.00) per hour from the Effective Date through March 10, 2028, and eighteen dollars and fifty cents ($18.50) per hour commencing March 11, 2028 for each individual who receives a tennis lesson and/or each court hour. For group lessons, with times as approved by the District, Contractor shall remit payment to the District a rate of twenty dollars ($20.00) per hour from the Effective Date through March 11, 2029.

(d) The fees imposed, collected and remitted, as set forth herein, shall be the gross fees and there shall be no deduction or other reduction from the amounts which are subject to the calculations and payments set forth herein.

(e) At all times during the term of this Agreement, and for a period of two (2) years following the expiration or termination of this Agreement, Contractor shall maintain the statements described herein and any other documentation developed and retained in connection with Contractor's responsibilities under this Agreement. Said statements and documents shall be subject to audit and review by District at all times during the term of this Agreement and for two (2) years following expiration or termination of this Agreement.

(f) Contractor shall not be reimbursed for any expenses unless authorized in writing by District.

(g) 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 requested by District which is not provided for under this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from the duly authorized representative of the District.

(h) [intentionally omitted]

9. General Provisions.

(a) 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 written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Contractor may not terminate this Agreement except for cause.

(b) DOJ Background Check. Because Contractor will or may provide services to persons under 18 years of age, Contractor must participate in a Department of Justice ("DOJ") Background Check via Live Scan. In compliance with California law, until District receives clearance from the DOJ, Contractor will not be allowed to perform any such services under this Agreement. Contractor is required to contact District to make arrangements with the Orange County Sherriff's Department or such other agency as authorized by District for fingerprinting. Contractor shall be solely responsible for any and all costs associated with these requirements.

(c) Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective Parties may provide in writing for this purpose. The individuals specified herein shall be deemed the duly authorized representative of the applicable Party:

Contractor: Beau Berglund
12100 Montecito Road #141
Rossmoor, CA 90720

District: Rossmoor Community Services District

3001 Blume Dr.
Rossmoor, CA 90720
Attn: General Manager

Such notice 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.

(d) Attorney's 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 reasonable attorneys' fees and all other costs of such action.

(e) Indemnification. Contractor shall defend, with counsel of District's choosing, indemnify, and hold District, including its' officers, officials, employees and volunteers, free and harmless from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorney's fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Contractor's, including any employee, sub-contractor, agent and/or volunteer, performance of work hereunder or its failure to comply with any of its obligations contained 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. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, subcontractors, agents and/or volunteers, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, subcontractors, agents and/or volunteers, whenever any claim, action, complaint or suit asserts liability against the District, its elected officials, officers, agents and employees based upon negligence, recklessness, or willful misconduct in the work performed by the Consultant, its employees, subcontractors and/or volunteers under this Agreement, whether or not the Consultant, its employees, subcontractors, agents and/or volunteers are specifically named or otherwise asserted to be liable. Should District in its sole discretion find Contractor's legal counsel unacceptable, then Contractor shall reimburse the District its costs of defense, including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation. The Contractor shall promptly pay any final judgment rendered against the District (and its officers, officials, employees and volunteers) covered by this indemnity obligation. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

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

(g) Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

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

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

ROSSMOOR COMMUNITY SERVICES DISTRICT

By: _____
Sharon Landers
General Manager

Dated: _____

BEAU BERGLUND

By: _____
Beau Berglund

Dated: _____

APPROVED AS TO FORM FOR DISTRICT

By: _____ Dated: _____
Tarquin Preziosi
General Counsel

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM C-4

Date: November 5, 2026

To: Personnel and Contract Administration Committee
Jo Shade, Chair
Michael Maynard

From: General Manager Sharon Landers

Subject: DISCUSSION REGARDING OPTION OF SUBMITTING REQUEST FOR PROPOSALS OR CONTRACT RENEWAL FOR LAND CARE LANDSCAPE SERVICES

RECOMMENDATION

It is recommended that the Rossmoor Community Services District (RCSD) Personnel and Contract Administration Committee direct the General Manager to solicit proposals for Professional Landscape and Lawn Care Maintenance Services for RCSD under the following proposed terms:

- Initial term: A new one-year contract, effective April 1, 2027–March 31, 2028.
- Extension options: Three (3) one-year options to extend.

INFORMATION

On April 1, 2024, Landcare Landscaping Services, Inc. entered into an agreement with the Rossmoor Community Services District (RCSD) for Professional Landscape and Lawn Care Maintenance Services. The contract was extended for a single two-year term and expires March 31, 2027.

Landcare submitted a preliminary renewal proposal with pricing 50% above the current contract:

- Current annual contract: $84,850.08
- Proposed contract amount: $118,720.36

RCSD believes competitive proposals from well-qualified firms will help secure the best service at a fair market rate. The proposed agreement with a new provider would include an initial one-year term, three (3) one-year extension options, and a 3.5% cap on annual cost-of-living increases.

ATTACHMENTS

1. Landcare Proposal for 2027-2028
2. 2024 Agreement with Landcare Landscape Services, Inc.
3. Sample Rossmoor Community Services District Request for Proposal Package for Professional Landscape and Lawn Care Maintenance

LANDSCAPE MANAGEMENT AGREEMENT

THIS AGREEMENT is entered into **October 19, 2026**, by and between LandCare USA, LLC, located at 5151 Shoreham Pl. Suite 140, San Diego, CA 92122, hereafter referred to as the "Contractor", and Rossmoor Community Services District, the Owner or designated Owner's Representative, hereinafter referred to as "Owner".

The parties wish to enter into an agreement to define the terms and conditions under which Contractor will provide landscape maintenance services to Owner.

The parties hereby agree as follows:

1) **Services**. The Contractor agrees to perform the landscape management services noted on the "Landscape Management Annual Schedule" in accordance with the "Specifications" both of which are attached to and incorporated into this Agreement, for the property of the Owner, located at **Rossmoor Community , 3001 Blume Drive , Rossmoor, CA 90720**, (hereinafter referred to as the "Property").

2) **Start Date.** This Agreement shall commence on **April 01, 2027**, and end on **March 31, 2028** and shall renew for one (1) additional year subject to price adjustments (paragraph 3.C. below) on the anniversary date of the Agreement unless terminated by either party by providing thirty (30) days written notice prior to the end of the then current term.

3) **Consideration/Payment/Price Adjustments.**

A. In consideration for the Contractor's performance for services described in the "Landscape Management Annual Schedule", Owner agrees to pay Contractor a monthly amount of $9,893.36 which is equal to $118,720.36 annually, plus applicable sales tax, if any, as imposed by any governing agency at the rate then in effect.

B. Invoices will be sent on or about the 1st day of each month for current month's services and payment shall be due upon receipt. A late charge of 1.5% per month shall be charged on all amounts 30 days past due and a $20.00 fee will apply to any returned check.

C. Approximately sixty (60) days prior to each annual renewal, Contractor may send Owner notification of renewal and a price adjustment. If the Owner does not object in writing within 30 days of the date of the notification of price adjustment, then the renewal of this Agreement shall include the price adjustment. If the Owner objects to the notification of price adjustment in writing within 30 days of the date of notice then Contractor has the option to either (i) renew the Agreement without the price adjustment or (ii) terminate the Agreement.

4) **Additional Services.** Services performed and/or materials delivered, which are not specifically described herein, or changes in the size or physical condition of the Property will be deemed 'Additional Services'. Additional services will be billed separately and all payments are due upon receipt. The performance of, and the payment for Additional Services are subject to all the terms and conditions of this Agreement.

5) **Materials, Supplies, and Equipment.** Contractor will furnish all materials, labor, supplies, and equipment necessary to perform the services specified.

6) **Venue and Attorney's Fees.** This Agreement shall be governed by the laws of the State of California with venue in the same county where Contractor's service location is based. In the event of suit or action commenced to enforce the terms of the Agreement, the prevailing party shall be entitled to reimbursement of its reasonable expenses, attorney's fees and costs, including appeals.

7) **Minor Repairs.** Contractor is authorized to perform up to $200.00 worth of repairs not covered by this Agreement without prior approval of Owner.

8) **Liability.** Contractor is an independent contractor and the Owner assumes no liability for injury to the Contractor or the Contractor's agents or employees, unless such injury is caused by the Owner, the Owner's agents, servants, or employees. It is further understood that the Contractor is not liable for any damage of any kind whatsoever that is not caused by the Contractor, its agents, or employees and Contractor shall not be responsible for any damages other than direct damages. This exclusion includes, without limitation, incidental, consequential, special and punitive damages.

9) **Insurance.** Contractor agrees to carry worker's compensation, comprehensive general liability, and automobile insurance in an amount not less than $1,000,000 in the aggregate.

10) **Notification of Deficient Work.** If Owner believes Contractor is providing deficient work, Owner agrees to notify Contractor of deficiencies, in writing, within 10 days of said occurrence. If written notice is not received by Contractor within 10 days Owner knew or should have known of the deficiencies, Owner is deemed to have waived any and all claims to recover past payments and/or rights to withhold present or future payments due under this Agreement. Upon a notification of deficient work, Contractor agrees to rectify such deficiencies within 14 days to the extent commercially reasonable. If the Contractor corrects the deficiencies in accordance with the schedule, it shall not forfeit any amounts due under this Agreement.

11) **Early Termination.** Either party may terminate this Agreement by giving 30 days written notice to the other party. Contractor may also immediately cease performance or terminate this Agreement if Owner refuses or fails to pay Contractor according to the terms of this Agreement.

12) **Assignment.** Neither party may assign this Agreement without the other's written consent and then only after thirty (30) days prior written notice. Should Owner assign this Agreement to a new Owner or entity, Contractor may require (i) approval of the credit worthiness of the new Owner and (ii) written assumption by the new Owner of all terms of this Agreement. Contractor may subcontract any portion of this Agreement to a qualified third party.

13) **Notices.** Notice to Contractor shall be sufficient if made or addressed to 10891 Chestnut Avenue Stanton, CA 90680 and to Owner at the principal place of business stated herein.

14) **Complete Agreement.** This Agreement constitutes the entire Agreement of the parties. Both parties have read this Agreement and fully understand its contents.

LANDCARE USA, LLC		Owner	
By:	_____	By:	_____
Name:	Liz Dries	Name:	_____
Title:	Branch Manager	Title:	_____
Date:	_____	Date:	_____

This Agreement is valid only if accepted and executed by the Customer and/or Property Owner within thirty (30) days of the date first submitted or, if later than thirty (30) days, revalidated by Contractor.

Operations Calendar

Monthly Schedule

	Annual Frequency	January	February	March	April	May	June	July	August	September	October	November	December
Mow, Edge, Blow	52	4	4	5	4	4	5	4	4	5	4	4	5
Weed Management	52	4	4	5	4	4	5	4	4	5	4	4	5
Shrub Pruning	52	4	4	5	4	4	5	4	4	5	4	4	5
Bed Pre Emergent	2			1						1			
Bed Fertilizer	2			1						1			
Turf Pre Emergent	2		1								1		
Turf Post Emergent	3			1			1			1			
Turf Fertilizer	3			1			1			1			
Irrigation Checks	6	1		1		1		1		1		1	
Plant Growth Regulator	2		1						1				
Account Manager Quality Audit	12	1	1	1	1	1	1	1	1	1	1	1	1
Production Manager Site Visit	12	1	1	1	1	1	1	1	1	1	1	1	1

Note: Service timing and frequency may be adjusted to reflect seasonal conditions and the specific needs of the property

LANDSCAPE MANAGEMENT ANNUAL SCHEDULE

SERVICES

Weekly Maintenance Visits

Routine Irrigation Checks

Seasonal Turf Applications

Core Aeration

SUBTOTAL	$118,720.36
SALES TAX	$0.00
TOTAL	$118,720.36

PAYMENT SCHEDULE

SCHEDULE	PRICE	SALES TAX	TOTAL PRICE
April	$9,893.36	$0.00	$9,893.36
May	$9,893.36	$0.00	$9,893.36
June	$9,893.36	$0.00	$9,893.36
July	$9,893.36	$0.00	$9,893.36
August	$9,893.37	$0.00	$9,893.37
September	$9,893.36	$0.00	$9,893.36
October	$9,893.37	$0.00	$9,893.37
November	$9,893.36	$0.00	$9,893.36
December	$9,893.37	$0.00	$9,893.37
January	$9,893.36	$0.00	$9,893.36
February	$9,893.36	$0.00	$9,893.36
March	$9,893.37	$0.00	$9,893.37
	$118,720.36	$0.00	$118,720.36

LandCare Branch Information

Account Manager: Megan Feliz
Email Address: megan.feliz@landcare.com
Primary Phone:

Customer Information

Primary Contact: Sharon L. Landers
Primary Phone: 562-430-3707
Primary Email: slanders@rossmoor-csd.org

Billing Contact: Omero Perez
Billing Phone:
Billing Email: OPerez@rossmoor-csd.org

Landscape Management Agreement

SPECIFICATIONS

1.0 Turf Management

A. Lawn Mowing
   i. For all turf areas, Contractor will inspect and police the grounds for litter and debris prior to each mowing and dispose of it.

   ii. Turf will be mowed one time per week during active growing periods, and as often as required during slow periods of growth to maintain a neat and manicured appearance, weather permitting.

   iii. Mowing height for all irrigated lawn areas will be in accordance with best horticultural practices for a finished cut height (typically, for most species, no less than 1½" and no more than 2½") unless otherwise requested. Turf will be cut at a uniform height. Mowing equipment will be kept sufficiently sharp and properly adjusted through daily servicing to provide a cleanly cut grass blade. Grass blade bruising, tearing, and shredding are to be prevented. Mowing pattern will be varied where possible to reduce rutting and compaction of grade. Any excess clippings will be dispersed and/or collected to prevent damage and unsightly appearance of lawns.

B. Edging & String Trimming
   i. All sidewalks curb lines, concrete slabs, tree circles, and bed edges will be edged as often as necessary to maintain a neat and manicured appearance. String trimming will be performed around all trees, shrubs road signs, guard posts, utility poles, and other obstacles.

C. Cleaning of Walks
   i. At the conclusion of each visit, walks adjacent to work areas will be blown clean.

2.0 Shrub & Bed Maintenance

A. Policing & Grooming
   i. Landscaped areas will be patrolled throughout the growing season for weeds, litter, and debris. Particular attention will be paid to entryways, focal points, and high traffic areas.

   ii. Planter beds will be groomed to promote an attractive and fresh appearance.

B. Edging & String Trimming
   i. Complete trimming, edging, and weeding of all shrub and ground cover areas will be done on a cyclical basis.

C. Pruning
   i. Major pruning will be done following flowering or during plant's dormant season.

   ii. Shrubbery and hedges will be pruned at established "maintenance" height.

   iii. Groundcover will be pruned as required to "contain" perimeter growth to within bed areas where adjacent to walks, curbs, and structures. Mature groundcover will be maintained at a consistent appearance with a beveled or rolled edge at hard surfaces.

iv. Shearing of plants will occur only where previous practice has been to shear, or as directed.

v. Removal of leaves and debris from lawns, planter beds, and walkways will be completed throughout the year as needed to maintain a clean appearance.

3.0 Arbor Care & Pruning

A. Skirting
   i. Trees will be "skirted" as needed to allow for pedestrian and vehicle clearance.

   ii. Lower branches of trees will be removed when in conflict with the growth of plantings beneath.

B. Pruning
   i. Pruning is limited to work that can be contained from the ground.

   ii. On trees that are over 12', only low hanging branches that are considered a hazard to pedestrians or vehicles will be pruned as part of this agreement.

   iii. Trees less than 12' total height will be pruned to remove weak, dead, damaged, and diseased portions of the tree for natural growth development.

   iv. Cuts will be flush and clean, leaving no stubs or tearing of bark. Major pruning will be done following flowering or during plant's dormant season.

C. Staking & Guying
   i. Staked or guyed trees shall be monitored.

   ii. Supports will be removed or loosened when appropriate to prevent girdling of the trunk and encourage root development for support.

4.0 Fertilization

A. Contractor will provide all labor and materials to fertilize lawn, shrubs, and ground cover to maintain proper nutrient levels and provide a consistent, healthy appearance.

B. Turf, shrub, and ground cover areas will be fertilized with specially formulated products including well balanced, slow-release fertilizers.

C. Fertilizer product will be selected based on plant type and season.

5.0 Environmental Weed & Pest Control Program

A. Handling
   i. All applications of herbicides or pesticides will be performed under the direction of a licensed pest control applicator and in accordance with the laws of the state.

   ii. All safety precautions will be taken in the handling and application of chemicals as stated on manufacturer's labels.

B. Weeds
   i. Broadleaf turf weeds will be treated as needed in the spring and fall with applicable materials.

ii. Weeds in shrub, planter beds, ground cover areas, tree circles, and sidewalk cracks adjacent to landscaped areas will be controlled by a manual weeding program or by the use of selective herbicides, including pre-emergent herbicides.

C. Pests
i. Planting areas will be monitored for insect and disease infestations. Moles, field mice, ground squirrels, gophers, and other rodent activity will be monitored. Notification of problems and recommendations for timely appropriate, control measures will be made.

ii. Safety Data Sheets (SDS) for all chemicals used on site will be available from Contractor to clients in accordance with EPA and OSHA regulations.

iii. Contractor will comply, at all times with requirements for hazardous communications programs. Pest control specialists are trained and supervised in the safe application, storage, and disposal of chemicals in accordance with EPA, OSHA, and DPR regulations.

6.0 Irrigation Equipment & Operation

A. Scheduling
i. Irrigation controllers will be scheduled to maximize existing system efficiency and will be set for night and/or early mornings unless instructed otherwise by Owner.

ii. Controller programs will be adjusted as determined by weather and plant requirements and will be shut off during periods of rain.

B. Cleaning and Monitoring
i. Sprinklers will be cleaned and adjusted to provide the best coverage possible from your existing system.

ii. Each zone will be turned on and monitor for leaks or malfunctioning parts and adjusted for proper spray arc and maximum system efficiency.

C. Inspection and Repairs
i. Damage or vandalism caused by others shall be reported to owner promptly.

ii. Repair and/or replacement of any damaged or malfunctioning components beyond Contractor control will be submitted as an extra.

iii. Damage caused to the irrigation system by Contractor shall be repaired immediately and at no charge.

7.0 General Conditions

A. Owner is responsible for all costs associated to water.

B. Contractor will provide uniformed staff supervised by fully trained Supervisors and Production Managers.

C. Mobile communications are in use during regular business hours and emergency after-hours communication is available.

D. Contractor provides all payment of wages, workers' compensation insurance, social security

tax, employment compensation tax, employer's liability insurance, and all other requirements of federal, state, and local government.

E. Licenses and proof of insurance are available on request. California Contractor License: C-27 License - 1053238

F. Inspection of site(s) will be made regularly and problems, if found, will be discussed by Contractor with the Owner.

G. Written, comprehensive inspection reports will be provided, upon request.

H. Organic debris collected by Contractor is removed from site and recycled and/or composted.

8.0 Work Performed at an Additional Fee

A. Any work not listed above is considered extra work which will be agreed upon by both parties in advance of work performed and billed separately.

B. Irrigation repairs and replacements, including but not limited to, irrigation mainlines, valves, controllers, wires, nozzles, lateral lines, and any work under hardscape, all of which will be repaired as an extra charge using time and material rates.

C. Trimming of trees over 12' in total height.

D. Treatment for rodents, snails, diseases, or pests on lawns, trees & shrubs, except as specified, or requiring any overhead application.

E. Any unforeseen pest invasion requiring control above and beyond normal horticultural practices.

F. Parking lot maintenance (parking lot sweeping, leaf pickup, litter pickup).

G. Aeration, scalping, or renovation of lawn areas.

H. Correcting pre-existing conditions such as dead or dying plant material requiring remedial work.

I. Cleaning and/or repairing from acts of vandalism, natural disorders, or acts of God.

J. Materials such as mulch or annual or perennial color.

K. To the extent applicable, the parties agree that services listed on **Addendum A** shall be included as work under the Agreement.

ROSSMOOR COMMUNITY SERVICES DISTRICT
PROFESSIONAL SERVICES AGREEMENT FOR PROFESSIONAL LANDSCAPE AND LAWN CARE SERVICES WITH LANDCARE USA, LLC
[2024 - 2025]

This Professional Services Agreement ("Agreement") is made and entered into this 1st day of April, 2024, by and between the Rossmoor Community Services District, a public agency ("District"), and LandCare USA, LLC, a Delaware limited liability company ("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 Professional Landscape and Lawn Care Services 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 Work. 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 in Exhibit "A," Scope of Work, 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 initial term of this Agreement shall be for a period not exceeding one year from April 1, 2024 (the "Effective Date"), unless earlier terminated or extended as provided herein. Contractor shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines. This Agreement may be extended for two, two

year extended terms, by mutual written consent of the parties at least 30-days prior to the expiration of the initial or extended term and subject to a mutually agreed upon price adjustment.

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 incorporated into Exhibit "A". 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.

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.

3.9.1 Minimum Requirements. Contractor 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 Contractor, 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. Contractor 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 $2,000,000.00 or (ii) bodily injury limits of $1,00,000.00 per person, $2,000,000.00 per occurrence and $2,000,000.00 products and completed operations and property damage limits of $1,000,000.00 per occurrence and $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 Contractor 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 Contractor 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 $1,000,000.00 per person and $2,000,000.00 per occurrence and property damage liability limits of $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate to cover the operation of all automobiles, trucks, street sweeping vehicles or other motorized vehicles utilized by Contractor. 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 Contractor 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 Contractor 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 Contractor agrees that the provisions of this Section shall not be construed as limiting in any way the extent to which the Contractor may be held responsible for the payment of damages to any persons or property resulting from the Contractor's activities or the activities of any person or persons for which the Contractor 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. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "B," Compensation, attached hereto and incorporated herein by reference. The total monthly compensation shall not exceed six thousand, six hundred sixty-five dollars ($6,665.00) 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. Provided, however, that up to five-hundred-dollars ($500.00) may be deducted from the Contractor's monthly payment for each schedule and/or performance failure to properly complete any item identified in Exhibit "A" or otherwise agreed to by the parties hereto. These deductions may be assessed on a per occurrence, per location, per acre or per valve basis, or per task basis at the discretion of the General Manager and shall be deducted from amounts due the Contractor monthly.

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 45 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. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from District's Representative.

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 written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Contractor may terminate this Agreement without 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: LandCare USA, LLC
13917 Stage Road
Santa Fe Springs, CA 90670
Attn: Bree Lashmet, Account Manager

District: Rossmoor Community Services District
3001 Blume Dr.
Rossmoor, CA 90814
Attn: Joe Mendoza, 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, 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 claims, actions, suits or other legal proceedings brought against District, its elected officials, officers, agents and employees arising out of the 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 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 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. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of District. Contractor shall require each of its subcontractors to agree in writing to be bound by the provisions of this Agreement.

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. 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: M. Mayer Date: 3.22.24
Board President

LANDCARE USA, LLC

By: Briana Lachmet Date: 3-19-24
Name: Briana Lachmet
Title: Account Manager

LANDCARE USA, LLC

By: _____ Date: 3/19/2024
Name: Alec Ryan
Title: Market Vice President

APPROVED AS TO FORM FOR DISTRICT

By: _____ Date: 3-22-24
General Counsel, Tarquin Preziosi

EXHIBIT "A"

SCOPE OF WORK

SPECIFICATIONS

1.0 Turf Management

A. Lawn Mowing

i. For all turf areas, Contractor will inspect and police the grounds for litter and debris prior to each mowing and dispose of it.

ii. Turf will be mowed one time per week during active growing periods, and as often as required during slow periods of growth to maintain a neat and manicured appearance, weather permitting.

iii. Mowing height for all irrigated lawn areas will be in accordance with best horticultural practices for a finished cut height (typically, for most species, no less than 1½" and no more than 2½") unless otherwise requested. Turf will be cut at a uniform height. Mowing equipment will be kept sufficiently sharp and properly adjusted through daily servicing to provide a cleanly cut grass blade. Grass blade bruising, tearing, and shredding are to be prevented. Mowing pattern will be varied where possible to reduce rutting and compaction of grade. Any excess clippings will be dispersed and/or collected to prevent damage and unsightly appearance of lawns.

B. Edging & String Trimming

i. All sidewalks curb lines, concrete slabs, tree circles, and bed edges will be edged as often as necessary to maintain a neat and manicured appearance. String trimming will be performed around all trees, shrubs road signs, guard posts, utility poles, and other obstacles.

C. Cleaning of Walks

i. At the conclusion of each visit, walks adjacent to work areas will be blown clean.

2.0 Shrub & Bed Maintenance

A. Policing & Grooming

i. Landscaped areas will be patrolled throughout the growing season for weeds, litter, and debris. Particular attention will be paid to entryways, focal points, and high traffic areas.

ii. Planter beds will be groomed to promote an attractive and fresh appearance.

B. Edging & String Trimming

i. Complete trimming, edging, and weeding of all shrub and ground cover areas will be done on a cyclical basis.

C. Pruning

i. Major pruning will be done following flowering or during plant's dormant season.

ii. Shrubbery and hedges will be pruned at established "maintenance" height.

iii. Groundcover will be pruned as required to "contain" perimeter growth to within bed areas where adjacent to walks, curbs, and structures. Mature groundcover will be maintained at a consistent appearance with a beveled or rolled edge at hard surfaces.

iv. Shearing of plants will occur only where previous practice has been to shear, or as directed.

v. Removal of leaves and debris from lawns, planter beds, and walkways will be completed throughout the year as needed to maintain a clean appearance.

3.0 Arbor Care & Pruning

A. Skirting
   i. Trees will be "skirted" as needed to allow for pedestrian and vehicle clearance.

   ii. Lower branches of trees will be removed when in conflict with the growth of plantings beneath.

B. Pruning
   i. Pruning is limited to work that can be contained from the ground.

   ii. On trees that are over 12', only low hanging branches that are considered a hazard to pedestrians or vehicles will be pruned as part of this agreement.

   iii. Trees less than 12' total height will be pruned to remove weak, dead, damaged, and diseased portions of the tree for natural growth development.

   iv. Cuts will be flush and clean, leaving no stubs or tearing of bark. Major pruning will be done following flowering or during plant's dormant season.

C. Staking & Guying
   i. Staked or guyed trees shall be monitored.

   ii. Supports will be removed or loosened when appropriate to prevent girdling of the trunk and encourage root development for support.

4.0 Fertilization

A. Contractor will provide all labor and materials to fertilize lawn, shrubs, and ground cover to maintain proper nutrient levels and provide a consistent, healthy appearance.

B. Turf, shrub, and ground cover areas will be fertilized with specially formulated products including well balanced, slow-release fertilizers.

C. Fertilizer product will be selected based on plant type and season.

5.0 Environmental Weed & Pest Control Program

A. Handling
   i. All applications of herbicides or pesticides will be performed under the direction of a licensed pest control applicator and in accordance with the laws of the state.

   ii. All safety precautions will be taken in the handling and application of chemicals as stated on manufacturer's labels.

B. Weeds
   i. Broadleaf turf weeds will be treated as needed in the spring and fall with applicable materials.

ii. Weeds in shrub, planter beds, ground cover areas, tree circles, and sidewalk cracks adjacent to landscaped areas will be controlled by a manual weeding program or by the use of selective herbicides, including pre-emergent herbicides.

C. Pests

i. Planting areas will be monitored for insect and disease infestations. Moles, field mice, ground squirrels, gophers, and other rodent activity will be monitored. Notification of problems and recommendations for timely appropriate, control measures will be made.

ii. Safety Data Sheets (SDS) for all chemicals used on site will be available from Contractor to clients in accordance with EPA and OSHA regulations.

iii. Contractor will comply, at all times with requirements for hazardous communications programs. Pest control specialists are trained and supervised in the safe application, storage, and disposal of chemicals in accordance with EPA, OSHA, and DPR regulations.

6.0 Irrigation Equipment & Operation

A. Scheduling

i. Irrigation controllers will be scheduled to maximize existing system efficiency and will be set for night and/or early mornings unless instructed otherwise by Owner.

ii. Controller programs will be adjusted as determined by weather and plant requirements and will be shut off during periods of rain.

B. Cleaning and Monitoring

i. Sprinklers will be cleaned and adjusted to provide the best coverage possible from your existing system.

ii. Each zone will be turned on and monitor for leaks or malfunctioning parts and adjusted for proper spray arc and maximum system efficiency.

C. Inspection and Repairs

i. Damage or vandalism caused by others shall be reported to owner promptly.

ii. Repair and/or replacement of any damaged or malfunctioning components beyond Contractor control will be submitted as an extra.

iii. Damage caused to the irrigation system by Contractor shall be repaired immediately and at no charge.

7.0 General Conditions

A. Owner is responsible for all costs associated to water.

B. Contractor will provide uniformed staff supervised by fully trained Supervisors and Production Managers.

C. Mobile communications are in use during regular business hours and emergency after-hours communication is available.

D. Contractor provides all payment of wages, workers' compensation insurance, social security

tax, employment compensation tax, employer's liability insurance, and all other requirements of federal, state, and local government.

E. Licenses and proof of insurance are available on request. California Contractor License: C-27 License - 1053238

F. Inspection of site(s) will be made regularly and problems, if found, will be discussed by Contractor with the Owner.

G. Written, comprehensive inspection reports will be provided, upon request.

H. Organic debris collected by Contractor is removed from site and recycled and/or composted.

8.0 Work Performed at an Additional Fee

A. Any work not listed above is considered extra work which will be agreed upon by both parties in advance of work performed and billed separately.

B. Irrigation repairs and replacements, including but not limited to, irrigation mainlines, valves, controllers, wires, nozzles, lateral lines, and any work under hardscape, all of which will be repaired as an extra charge using time and material rates.

C. Trimming of trees over 12' in total height.

D. Treatment for rodents, snails, diseases, or pests on lawns, trees & shrubs, except as specified, or requiring any overhead application.

E. Any unforeseen pest invasion requiring control above and beyond normal horticultural practices.

F. Parking lot maintenance (parking lot sweeping, leaf pickup, litter pickup).

G. Aeration, scalping, or renovation of lawn areas.

H. Correcting pre-existing conditions such as dead or dying plant material requiring remedial work.

I. Cleaning and/or repairing from acts of vandalism, natural disorders, or acts of God.

J. Materials such as mulch or annual or perennial color.

K. To the extent applicable, the parties agree that services listed on **Addendum A** shall be included as work under the Agreement.

EXHIBIT "B"

COMPENSATION

LANDSCAPE MANAGEMENT ANNUAL SCHEDULE

SERVICES

Maintenance Visit

Irrigation Checks

Turf Application - March

Turf Application - June

Turf Application - Sept

Turf Application - December

SUBTOTAL	$79,980.00
SALES TAX	$0.00
TOTAL	$79,980.00

PAYMENT SCHEDULE

SCHEDULE	PRICE	SALES TAX	TOTAL PRICE
April	$6,665.00	$0.00	$6,665.00
May	$6,665.00	$0.00	$6,665.00
June	$6,665.00	$0.00	$6,665.00
July	$6,665.00	$0.00	$6,665.00
August	$6,665.00	$0.00	$6,665.00
September	$6,665.00	$0.00	$6,665.00
October	$6,665.00	$0.00	$6,665.00
November	$6,665.00	$0.00	$6,665.00
December	$6,665.00	$0.00	$6,665.00
January	$6,665.00	$0.00	$6,665.00
February	$6,665.00	$0.00	$6,665.00
March	$6,665.00	$0.00	$6,665.00
	$79,980.00	$0.00	$79,980.00

LandCare Branch Information

Account Manager: Bree Lashmet
Email Address: briana.lashmet@landcare.com
Primary Phone: _____

Customer Information

Primary Contact: Joe Mendoza
Primary Phone: _____
Primary Email: jmendoza@rossmoor-csd.org

Billing Contact: _____
Billing Phone: _____
Billing Email: _____

REQUEST FOR PROPOSAL

2024-RFP-001

PROFESSIONAL LANDSCAPE AND LAWN CARE SERVICES

ROSSMOOR COMMUNITY
SERVICES DISTRICT

3001 BLUME DRIVE

ROSSMOOR, CA 90720

EXAMPLE

RELEASE DATE: JANUARY 2, 2024

DEADLINE FOR QUESTIONS: JANUARY 16, 2024

PROPOSAL SUBMISSION DEADLINE: FEBRUARY 2, 2024

RESPONSES MUST BE SUBMITTED VIA HAND-DELIVERY OR ELECTRONICALLY TO:

RCSD@ROSSMOOR-CSD.ORG

ROSSMOOR COMMUNITY SERVICES DISTRICT REQUEST FOR PROPOSALS

NOTICE IS HEREBY GIVEN that the Rossmoor Community Services District ("RCSD") has prepared this Request for Proposals ("RFP") and is requesting proposals from qualified and interested firms ("Proposers"). The District is requesting proposals from experienced and qualified firms for the provision of Professional Landscape and Lawn Care Services. It is the District's intent to award one contract for Professional Landscape and Lawn Care Services for its Parks and Facilities in the Special District of Rossmoor, Orange County (the "Project"), RFP NO. 2024-RFP-001 Title: Professional Landscape and Lawn Care Services.

The successful Proposer shall be required to provide the Professional Landscape and Lawn Care scope of services for the above referenced properties. The successful Proposer shall be required to furnish equipment, machinery, transportation, and other implements necessary to execute the contract. The Proposer shall supply a plan as to how the services will be executed. The plan shall include the number of personnel which will be used to execute the services and when the services will be performed, and estimated time to complete each service. The successful Proposer shall maintain that all employees have been trained in appropriate safety measures to ensure Proposer's employees are performing their work in a safe manner. The Proposer shall state their qualifications as a professional landscaping firm, which can include but not be limited to, previous landscaping services offered to businesses within Orange County, current landscaping contracts being performed by Proposer, the length of time that this Proposer has been performing these types of services, and special qualifications those employees might have.

Contact Information
Project Contact:
Joe Mendoza
General Manager
3001 Blume Drive, Rossmoor, CA 90720
Email: jmendoza@rossmoor-csd.org Phone: (562) 430-3707 Ext: 103

Timeline

Release Project Date	JANUARY 2, 2024
Question Submission Deadline	JANUARY 16, 2024, 4:00pm
Question Response Deadline	JANUARY 18, 2024, 4:00pm
Proposal Submission Deadline	FEBRUARY 2, 2024, 4:00pm
Proposal Review	FEBRUARY 5, 2024
Board Approval	FEBRUARY 13, 2024
Contract Approval and Approx. Start Date	APRIL 1, 2024

1. INSTRUCTIONS TO PROPOSERS

2.1 SCOPE OF SERVICES; PROFESSIONAL SERVICES AGREEMENT

The scope of services ("Services") sought under this RFP are set forth in more detail in Section 4 "Scope of Work", attached hereto and incorporated herein by this reference.

Notwithstanding the inclusion of such Services in the RFP, the final scope of Services negotiated between RCSD and the successful Proposer shall be set forth in a Professional Services Agreement ("Agreement") executed by and between RCSD and the successful Proposer. Agreement to be drawn up by District counsel.

2.2 RCSD CONTACT

The principal contact for RCSD will be Joe Mendoza, General Manager, (562) 430-3707 Ext: 103, jmendoza@rossmoor-csd.org or a designated representative, who will coordinate the assistance to be provided by RCSD to the Proposer. No other members of RCSD's staff or RCSD's Board should be contacted about this procurement during the RFP process. Any and all inquiries and comments regarding this RFP must be communicated in writing, unless otherwise instructed by RCSD. RCSD may, in its sole discretion, disqualify any Proposer who engages in any prohibited communications.

2.3 REQUESTS FOR CLARIFICATION

All questions, requests for interpretations or clarifications, either administrative or technical must be requested in writing and directed to RCSD via the District's email at RCSD@rossmoor-csd.org. All written questions, if answered, will be answered in writing, conveyed to all interested firms, and posted on RCSD's website. Oral statements by any persons should be considered unverified information unless confirmed in writing. To ensure a response, questions must be received in writing by 4:00 pm local time on Tuesday, January 16, 2024.

2.4 PROPOSAL REQUIREMENTS

Proposal responses must adhere to the requirements set forth in this section, both for content and sequence. Failure to adhere to these requirements or the inclusion of conditions, limitations or misrepresentations may be cause for rejection of the submittal. Utilize font size large enough to be easily legible, but not smaller than 10 point. The proposal must be submitted via email to RCSD@rossmoor-csd.org

A. Cover Letter. Provide a cover letter and introduction, including the name and address of the organization and individual submitting the proposal, together with the name, address, telephone and fax numbers, and e-mail address of the contact person who will be authorized to represent the organization, and an expression of the Proposer's ability and desire to meet the requirements of this RFP. The letter must be signed by an individual authorized to bind the firm contractually.

B. Proposer Statement Of Qualifications. Describe the Proposer's resources, experience, and capabilities as they relate to providing the Services. Submit in the order identified below:

1. **Executive Summary. An executive summary should briefly describe the Proposer's qualifications and ability to perform the Services.**
2. **Qualifications and Experience. The proposal should:**
    a. **Provide a description of how the Proposer's experience, technical and professional skills will meet the goals and fulfill the general functions identified in this RFP.**
    b. **Any key staff members who would be involved in the performance of the scope of work. Provide their resumes, describe their experience, and identify their proposed role for the Project.**
    c. **State the number of years the firm has conducted business.**
    d. **Provide a description of the three most relevant contracts held within the last five years.**
3. **Evidence Of California Licensing. The proposal should include appropriate documentation showing the Proposer is properly licensed in the State of California to perform the Services requested in the scope of work.**
4. **References. The Proposer shall provide a minimum of four (4) client references, preferably city, county, homeowner's association or special district governments for whom the Proposer has previously provided services of similar type and scope within the last 5 years.**
5. **Subcontractors. The Proposer shall identify functions that are likely to be subcontracted and identify the subcontractor that is anticipated to perform each function, if known at this time.**

C. Proposed Method to Accomplish the Work. Describe the technical and management approach to providing the Services to RCSD. Proposer should consider the scope of the Project, goals of RCSD, and general functions required. Include a draft schedule of tasks, milestones, and deliverables that will provide for timely provision of the Project. In reviewing the scope of work, the Proposer may identify additional necessary tasks and is invited to bring these to RCSD's attention within the discussion of its proposed method to accomplish the Project.

D. Certification of Proposal. This section shall state: "The undersigned hereby submits its proposal and, by doing so, agrees to furnish services to RCSD in accordance with the Request for Proposal (RFP), and to be bound by the terms and conditions of the RFP."

Sealed Fee Proposal. Please provide a lump sum, not-to-exceed fee proposal for the Project. The fee proposal shall be broken down by task and further broken down by staff, subconsultant costs, and expenses for each task. The fee proposal shall include hourly rates for all personnel by month and annually.

2.5 PROPOSAL CONSIDERATIONS

A. **No Deviations from the RFP**. In submitting a proposal in response to this RFP, Proposer is certifying that it takes no exceptions to this RFP including, but not limited to, the Agreement attached hereto as Exhibit "B". If any exceptions are taken, such exceptions must be clearly noted in the proposal and may be grounds for rejection of the proposal. As such, Proposer is directed to carefully review the proposed Agreement and the insurance and indemnification provisions therein.

B. **Collusion**. By submitting a Proposal, each Proposer represents and warrants that its Proposal is genuine and not a sham or collusive or made in the interest of or on behalf of any person not

named therein; that the Proposer has not directly or indirectly induced or solicited any other person to submit a sham Proposal, or any other person to refrain from submitting a Proposal; and that the Proposer has not, in any manner, sought collusion to secure any improper advantage over any other person submitting a Proposal.

C. **Conflicts of Interest**. Proposers shall comply with all regulations and laws dealing with conflict-of-interest disclosure and reporting. Proposers shall not be engaged if a conflict of interest exists.
D. **Withdrawal of Proposals.** A Proposer may withdraw its proposal before the expiration of the time for submission of proposals by notifying and requesting RCSD's representative remove the Proposer's submission.
E. **Financial Health and Reputation**. RCSD reserves the right to consider the financial responsibility and general complexity of each Proposer, as well as its reputation within the industry to determine if the Proposer has the apparent ability to meet and successfully complete the requirements of the work. Upon request, the Proposer shall provide a financial statement, audited, if necessary, in addition to any other information requested by RCSD.
F. **Confidentiality of Proposal.** All proposals submitted in response to this RFP shall be held as confidential by RCSD and shall not be subject to disclosure under the California Public Records Act (Cal. Government Code section 7920 et seq.) until after either RCSD and the successful Proposer have completed negotiations and entered into an Agreement or RCSD has rejected all proposals. All correspondence with RCSD including responses to this RFP will become the exclusive property of RCSD and will become public records under the California Public Records Act. RCSD will have no liability to the Proposer or other party because of any public disclosure of any proposal or the Agreement.

2.6 EVALUATION CRITERIA

The proposal evaluation criteria include:

- Understanding of project and project approach
- Scope of work and schedule
- Relevant qualifications/experience
- Overall quality of proposal
- Cost evaluation

During the evaluation process, RCSD reserves the right, where it may serve RCSD's best interest, to request additional information or clarifications from Proposers, or to allow corrections of errors or omissions.
Proposers may be invited to make an oral presentation.

The contract, if awarded, shall be to the most qualified Proposer, which submits the proposal that, in the sole judgment of RCSD, is in the best interest of RCSD.

Upon selection of a Proposer, RCSD will endeavor to negotiate a mutually agreeable agreement with the selected Proposer. If RCSD is unable to reach agreement, RCSD will proceed, at its sole discretion, to negotiate with the next Proposer selected by RCSD. RCSD reserves the right to contract for services in the manner that most benefits RCSD including awarding more than one (1) contract if desired. After negotiating a proposed Agreement that is fair and reasonable, RCSD staff will make the final recommendation to RCSD Board concerning the proposed Agreement. RCSD Board has the final authority to approve or reject the Agreement.

2.7 SITE EXAMINATION

Proposers must examine the site and become acquainted with all conditions affecting the work. In submitting a Proposal, Proposers warrant that they have made such site examination as they deem necessary to determine the condition of the site, its accessibility to materials, workmen and equipment, and to determine the proposer's ability to protect existing surface and subsurface improvements. Proposers shall also familiarize themselves with all federal, state, and local laws, ordinances, rules, regulations, and codes affecting the performance of the work; make such investigations, as it may deem necessary for performance of the Services at its proposal price within the terms of the Agreement; and correlate its observations, investigations, and determinations with the requirements of the Agreement.

2.8 SUBMITTAL INSTRUCTIONS

The proposal must be received no later than 4:00 pm local time, on or before Friday, February 2, 2024, via RCSD's email: RCSD@rossmoor-csd.org

RCSD will not be responsible for proposals that are delinquent or incorrectly submitted. Proposals submitted after the stipulated deadline will not be accepted by RCSD. Please note that mailed or faxed proposals will not be accepted.

2.9 PROTESTS

A. Protest Contents. Protests based on the content of the RFP shall be submitted to RCSD no later than ten (10) calendar days prior to the scheduled proposal submittal deadline. If necessary, the proposal submittal deadline may be extended pending a resolution of the protest. Proposer may protest a contract award if the Proposer believes that the award was inconsistent with RCSD policy, or this RFP is not in compliance with law. A protest must be filed in writing with RCSD (email is not acceptable) within five (5) business days after receipt of notification of the intended contract award. Any protest submitted after 5 p.m. of the fifth business day after notification of the intended contract award will be rejected by RCSD as invalid and the Proposer's failure to timely file a protest will waive the Proposer's right to protest the contract award. The Proposer's protest must include supporting documentation, legal authorities in support of the grounds for the protest and the name, address and telephone number of the person representing the Proposer for purposes of the protest. Any matters not set forth in the protest shall be deemed waived.

B. RCSD Review. RCSD will review and evaluate the basis of the protest provided the protest is filed in strict conformity with the foregoing. RCSD shall provide the Proposer submitting the protest with a written statement concurring with or denying the protest. Action by RCSD relative to the protest will be final and not subject to appeal or reconsideration. The procedure and time limits set forth in this section are mandatory and are the Proposer's sole and exclusive remedy in the event of protest. Failure to comply with these procedures will constitute a waiver of any right to further pursue the protest, including filing a Government Code claim or legal proceedings.

2.10 ADDENDA

RCSD reserves the right to revise the RFP prior to the time set to receive proposals. All addenda issued by RCSD shall be included in the proposal and made part of the RFP. Each Proposer shall leave with RCSD its name, and e-mail address for the purpose of receiving Addenda. Notices of addenda will be sent to all

subscribed bidders following this project and posted via RCSD's website. Proposers are responsible for ensuring that they have received all addenda. Each Proposer should monitor the project via the eProcurement Portal to verify that it has received all addenda issued, if any, prior to the bid opening. Failure to acknowledge receipt of all addenda via RCSD's eProcurement Portal may result in bid rejection.

2.11 GENERAL CONDITIONS

A. Amendments to Proposals. Unless specifically requested by RCSD, no amendment, addendum or modification will be accepted after a proposal has been submitted to RCSD. If a change to a proposal that has been submitted is desired, the submitted proposal must be withdrawn and the replacement proposal submitted via RCSD's email prior to the deadline stated herein for receiving proposals.
B. Non-Responsive Proposals. A proposal may be considered non-responsive if conditional, incomplete, or if it contains alterations of form, additions not called for, or other irregularities that may constitute a material change to the proposal.
C. Costs for Preparing. RCSD will not compensate any Proposer for the cost of preparing any proposal, and all materials submitted with a proposal shall become the property of RCSD. RCSD will retain all proposals submitted and may use any idea in a proposal regardless of whether that proposal is selected.
D. Cancellation. RCSD reserves the right to cancel this request for proposals at any time prior to the contract award without obligation in any manner for proposal preparation, interview, fee negotiation or other associated marketing costs.
E. Price Validity. Prices provided by Proposers are valid for 90 days from the proposal due date. RCSD intends to award the contract within this time but may request an extension from the Proposers to hold pricing, until negotiations are complete, and the contract is awarded.
F. No Commitment to Award. Issuance of request for proposals and receipt of proposals does not commit RCSD to award a contract. RCSD expressly reserves the right to postpone the proposal for its own convenience, to accept or reject any or all proposals received, to negotiate with more than one Proposer concurrently, or to cancel all or part of this request for proposals.
G. Right to Negotiate and/or Reject Proposals. RCSD reserves the right to negotiate any price or provision, task order or service, accept any part or all any proposals, waive any irregularities, and to reject all, or parts of all proposals, whenever, in the sole opinion of RCSD, such action shall serve its best interests and those of the tax-paying public. The Agreement, if any is awarded, will go to the Proposer whose proposal best meets RCSD's requirements.

3. EVALUATION PHASES

During the evaluation process, RCSD reserves the right, where it may serve RCSD's best interest, to request additional information or clarifications from Proposers, or to allow corrections of errors or omissions. Proposers may be invited to make an oral presentation.

The contract, if awarded, shall be to the most qualified Proposer, which submits the proposal that, in the sole judgment of RCSD, is in the best interest of RCSD.

Upon selection of a Proposer, RCSD will endeavor to negotiate a mutually agreeable agreement with the selected Proposer. If RCSD is unable to reach agreement, RCSD will proceed, at its sole discretion, to negotiate with the next Proposer selected by RCSD. RCSD reserves the right to contract for services in

the manner that most benefits RCSD including awarding more than one (1) contract if desired.

After negotiating a proposed Agreement, RCSD staff will make the final recommendation to RCSD Board concerning the proposed Agreement. RCSD Board has the final authority to approve or reject the Agreement.

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	Understanding of Project and Project Approach	N/A	N/A
2.	Scope of Work and Schedule	N/A	N/A
3.	Relevant Qualifications/Experience	N/A	N/A
4.	Overall Quality of Proposal	N/A	N/A
5.	Cost Evaluation	N/A	N/A

4. SCOPE OF WORK

Professional Landscape & Lawn Care Services

Scope of Services
Professional Landscape & Lawn Care Services
ALL SITE LOCATIONS EXCEPT ROSSMOOR WAY MEDIANS & TRIANGLE

PARK MAINTENANCE PERFORMANCE STANDARDS:

1. Trim hedges bi-weekly during the growing season (April – September); and trim as necessary throughout the year.
2. Pick up paper and debris in the parks three (3) times per week as part of landscape maintenance operations in areas we are working.
3. Weed landscaped areas, as necessary, including planters.
4. Edge or trim grass from ballfield backstops once per month. Infield not included.
5. Contractor to program Irrigation Controllers, and adjust as necessary, to assure proper watering of turf and landscape areas to avoid over-watering or under-watering. Contractor shall utilize appropriate monitoring equipment to evaluate and control watering.
6. Regularly inspect irrigation emitters and sprinklers for proper functionality once per week.
7. Repair sprinklers as needed – Contractor will provide parts and invoice the RCSD monthly.
8. Maintain edges of all valve boxes.
9. Maintain Ivy ground cover in building planters and tree wells as needed for a neat and clean appearance.
10. Hand rake sand pits and gravel areas three times per week.
11. Rototill all sand pits quarterly.
12. Blow off recessed on-street parking spaces at Rossmoor park and parking lots at Rush Park and Montecito Center once each month.

TURN MAINTENANCE PERFORMANCE STANDARDS:

1. Complete 45 turf mows annually. Once per week March 01 through October 31; once every-other-week November 01 through February 28.
2. All turf mowing to occur on Wednesdays at Rush Park and Fridays at Rossmoor Park unless otherwise approved, in writing, by the District General Manager.
3. Edge all concrete areas bordering turf each mow occurrence.
4. Sweep all concrete areas adjacent to mow areas each mow occurrence.
5. De-Thatch turf once annually.
6. Rake or vacuum grass clippings in June, July, and August (If mulching mower is used, this requirement can be reduced or eliminated).
7. Aerate and fertilize turf areas twice annually.
8. Maintain tree wells free of grass and weeds; tree wells to be three-foot radius or greater depending on circumference of the tree.
9. Spray weed killer once annually, at both Rush and Rossmoor Parks.
10. Over-seeding is listed as an additive alternate and will be an additional charge once per year as requested.

ROSSMOOR PARK AND RUSH PARK SPECIAL MAINTENANCE STANDARDS

1. Blow off walkways around buildings and main sidewalk three (3) times per week.
2. Level sand under the swings in the "tot-lots" three (3) times per week and as -needed.
3. Remove fallen leaves by rake, vacuum, or blowing bi-weekly, or as-needed, around buildings three (3) times per week.

ROSSMOOR WAY MEDIANS, ROSSMOOR TRIANVE, FOSTER MINI-PARK, KEMPTON MINI-PARK:

1. Trim shrubs bi-weekly during the growing season (April – September); and trim as necessary throughout the year.
2. Pick up paper and debris three (3) times per week.
3. Remove ivy, grass, and weeds from around trees and maintain tree wells up to three feet in diameter.
4. Remove ivy, grass, and weeds to maintain the clean edges of all valve boxes and sprinkler heads.
5. Irrigate using a manual system and monitor irrigation patterns to assure adequate watering of trees, plantings, and ground cover.
6. Regularly inspect irrigation emitters and sprinklers for proper functionality.
7. Repair sprinklers as needed – Rossmoor Community Services District will provide parts.

REPORTS TO THE DISTRICT

1. The Contractor shall immediately report, to the District's Park Superintendent, any condition which is deemed hazardous, or which requires immediate attention.
2. The contractor will provide monthly Q&A to report all activities which are performed by the Contractor which are prescribed on Monthly/Quarterly schedules.

LIQUIDATED DAMAGES

One hundred dollars ($100) shall be deducted from Contractor's monthly payment for each schedule failure after three warnings regarding such failures. These deductions may be assessed on a per irrigation controller basis or a per event basis, in the sole discretion of the District's Representative.

PRACTICAL SPECIFICATIONS FOR PROFESSIONAL CONTRACT LANDSCAPE MANAGEMENT

I. **Scope of Work:**

Contractor shall furnish all horticultural supervision, labor, material, equipment, and transportation required to maintain the landscape throughout the contract period, as specified herein.

The scope of our services shall be based exclusively on those items approved and initiated on Page One (1) of our Proposal document.

II. **Lawn Care:**

A. *Mowing and Edging:*

Lawns shall be mowed more frequently during the active growing seasons and as needed during other seasons. During extended rainy or dry periods mowing will take place as conditions dictate. Mowing height will be based on what is horticulturally correct for the turf variety considering the season.

Clippings shall not be caught and removed from the lawn area unless they are lying in swaths which may damage the lawn.

Edges shall be trimmed to maintain a neat appearance.

B. *Fertilization:*

Lawns shall be fertilized as warranted with a commercial fertilizer. The number of applications will be dependent on the type of nitrogen used and the type of turfgrass.

C. *Disease Control*:

Disease control is maintained through proper fertilization, mowing and water management. If disease problems occur Contractor will use treatments to stop or slow progression of the disease. This program does not include ethe prevention of disease with weekly or monthly applications of disease control products although such protection is available at substantial additional cost.

Disease caused by infestation of nematodes (microscopic round worms that feed on roots) is not included. Currently, there is no effective nematode control product registered for use on landscapes. Contractor will recommend additional treatments and procedures to minimize damage should nematodes become a problem. These treatments will be provided at additional cost. Nematode control is available for some sports turf locations and will be quoted separately if required.

D. *Insect Control:*

Contractor will provide control of turf damaging insects using Federal and State registered insect control products as needed to prevent or mitigate turf damage. These treatments do not include the prevention of fire ant infestation which is available at added cost.

E. *Weed Control:*

Contractor will use proper fertilization, mowing and watering practices to promote the growth of weed resistant turf. Additionally, applications of pre and postemergence weed controls will be applied at times if warranted to control weeds without damaging desirable turf. Recent changes in Federal regulations have resulted in our loss of ability to selectively control some weeds including crabgrass when present in St. Augustine. The only control of these weeds is to treat infested turf with an organic weed control acceptable to the District. These treatments require the resodding which will be quoted at additional charge.

III. **Ground Cover Area/Shrub Areas:**

A. *Edging:*

Edge ground cover as needed to keep within bounds and away from obstacles.

B. *Pruning:*

Shrubs shall be pruned only as necessary to maintain the natural form of the plant, to maintain growth within space limitations, and to eliminate damage or diseased wood. This excludes pruning necessitated by storm damage, disease, neglected overgrowth, or winterkill.

C. *Watering:*

Keep beds reasonably free of broadleaf or grass weeds, preferably with pre-emergent and/or selective post-emergent/contact herbicides.

Pre-emerge: This type of control should be used only if a known weed problem warrants its use.

Post-emerge: Control weeds with selective herbicides.

The chosen chemical will be recommended and legally approved for the specific weed problems.

D. *Fertilization:*

Apply fertilizer as warranted. The number of applications will be dependent on the type of nitrogen used and the type of plant material.

E. *Fungicide:*

Apply recommended, legally approved fungicides to control disease-causing damage to ornamental if warranted.

F. *Pesticide:*

Apply recommended, legally approved pesticides to control insects causing damage to ornamentals if warranted.

G. *Control of Imported Pests:*

Certain locations in the United States have a record of accidental introduction of pests from other countries. These imported pests can be very damaging and difficult or impossible to control with available products. Where such pests become a problem Contractor will recommend the most cost-effective alternatives for pest mitigation. Such recommendations may include plant replacement or intensified treatment schedules that may require additional cost to the customer.

IV. **Tree Care:**

A. *Pruning:*

Heigh limitation for tree pruning covered in the specification is 15 feet. On trees over 15 feet in height only low-hanging branches that present a hazard to pedestrian or vehicular traffic will be raised. Trees under 15 feet are scheduled to be pruned in the winter months except for safety-related pruning, which will be done only if necessary. Evergreen trees under 15 feet shall be thinned out and shaped only if necessary to minimize wind and storm damage.

B. *Staking:*

Stakes are to be inspected and adjusted or removed as necessary. When trees attain a trunk caliper of 4" or substantial root development stability, removal will be discussed with client.

V. **Mulched Areas/Granite Areas:**

Mulched or decomposed granite areas will be inspected on our days of service. Weeds and grasses shall be controlled with recommended, legally approved herbicides only if necessary. In those areas with excessive mulch build up alternatives will be discussed with the client.

VI. **Irrigation System:**

Watering shall be scheduled with automatic controllers to supply quantities and frequencies consistent with seasonal requirements of the plant materials in the landscape. In some circumstances, water scheduling may be limited by local watering restrictions.

Where practical, watering shall be done at night or early morning if the system is automatic, unless notified otherwise by the owner.

Any damages to the irrigation system caused by the Contractor while carrying out maintenance operations shall be repaired without charge. Where practical, repairs shall be made within one watering period.

Faulty equipment, vandalism or accidental damage caused by others shall be reported promptly to the owner. Cost of labor and material to perform repair is an extra and shall be paid for by the owner upon authorization.

Whenever possible the owner's representative shall be instructed on how to turn off the system in case of emergency. Our office is to be advised at once or by the next business day.

If the Contractor is required to make emergency repairs or adjustments other than regularly scheduled visits, a minimum charge will apply.

VII. **Debris Cleanup:**

All landscape areas shall be inspected on days of service and excess debris removed. Gardening debris, generated from our work, shall be removed from paved areas on days of service. This excludes leaf fall pickup from parking areas, sidewalks, pools, etc.

VIII. **Bio-Hazards:**

Contractor shall not be responsible for policing, picking up, removing, or disposing of certain materials that may be biohazards on the Owner/Client's property. This includes, but is not limited to, items such as hypodermic needs (sharp needles) which will not be handled by the Contractor's employees at any time, condoms, feminine hygiene products, clothing or materials used in the process of cleaning up bodily fluids. The contractor shall only be obliged to report/communicate any observations of potential biohazards to the Owner/Client for their appropriate removal by others, unless previously arranged by the Owner/Client and Contractor.

5. VENDOR QUESTIONNAIRE

5.1 Have you read and agreed to all Terms and Conditions?*

Yes ___

No ___

*Response required

Published: January 2, 2024

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM C-5

Date: November 5, 2026

To: Personnel and Contract Administration Committee
Jo Shade, Chair
Michael Maynard

From: General Manager Sharon Landers

Subject: DISCUSSION REGARDING ROSSMOOR COMMUNITY SERVICES DISTRICT COOPERATIVE PROGRAMMING AGREEMENT WITH THE YOUTH CENTER

RECOMMENDATION

It is recommended that the Rossmoor Community Services District (RCSD) Personnel and Contract Administration Committee review and discuss revised terms of the Cooperative Programming Agreement with Youth Center and recommend approval of the Agreement to the District Board.

BACKGROUND

The District recognizes the positive impact the Youth Center has on the health of the community by providing an outlet for youth and a safe place for parents to enroll their children in an after-school program and summer camp environment. The District also recognizes that the economy and ongoing costs to the District must be considered and consistently monitored/adjusted.

The current Youth Center Cooperative Programming Agreement has a term of three (3) years that ends on March 8, 2027. So that the new agreement terms would coincide with the Youth Center's insurance, the Youth Center requested that the effective date of the new agreement be January 1, 2027 with the current agreement ending a few months earlier to avoid an overlap. The new Cooperative Programming Agreement being proposed would include the following items:

- The term would be five (5) years with an effective date of January 1, 2027 and an end date of December 31, 2031. The current Agreement had a three (3) year term.
- The annual operating fee for the first year of the Agreement would be $5,000 and would increase by 3.5% each year of the agreement with the fee due April 1st of each year. The current Agreement has an annual operating fee of $3,000 a year for the length of the Agreement with payment made on September 1 of every year.
- The District would allow the Youth Center to hold its own annual fund-raising event once a year on the last Saturday in March, would waive the Auditorium use fee and would

allow extended hours until 11 p.m. The Youth Center would pay the standard hourly charge for an event attendant and would apply separately for District approval to dispense alcohol (beer and wine). The District's five (5) Board members and three (3) staff would be allowed free entry to the event and the District would be identified as an event co-sponsor.

- The Youth Center would provide staff and volunteers at the following events for crafts – Four (4) Summer Family Festivals, Two (2) Movies in the Park; One (1) Harvest (Halloween) Festival, One (1) Arbor Day Event, One (1) Spring event, and One (1) Winter Festival annually. The Youth Center will provide staff supervision, volunteers and share in the arts and crafts supplies as needed and donate three live trees for the Winter Festival.
- The Youth Center would provide an annual report to the District Board at the November meeting. The report will include a residency breakdown, participation and overall evaluation of the Summer Day Camp Program and R.A.S.C.A.L.S After School Programs.
- Youth Center and District staff will collaborate to discuss potential grant opportunities that could benefit the District, the Youth Center and the community.

The agreement outlines updated maintenance items for the Youth Center that includes – a daily indoor and outdoor daily maintenance checklist, including restroom cleaning and end of the summer deep cleaning of the floors and power washing of the surrounding building and picnic areas.

ATTACHMENTS

1. DRAFT Cooperative Programming Agreement between the District and Youth Center - CLEAN
2. DRAFT Cooperative Programming Agreement between the District and Youth Center - REDLINE
3. Current Cooperative Programming Agreement between the District and Youth Center

COOPERATIVE PROGRAMMING AGREEMENT

BETWEEN

ROSSMOOR COMMUNITY SERVICES DISTRICT AND

YOUTH CENTER

(2027-2031)

This Agreement ("Agreement") is made and entered into this day of January 1, 2027 ("Effective Date") by and between Rossmoor Community Services District, a public agency ("District"), and Los Alamitos Youth Center ("Youth Center"), a non-profit organization. The District and Youth Center are sometimes individually referred to in this Agreement as "Party," or collectively, as "Parties."

RECITALS

WHEREAS, the District is a community services district that provides public recreation opportunities and community facilities for the benefit of residents within its service area;

WHEREAS, the District owns and maintains the property located at 3232 Hedwig Road, Rossmoor (the "Community Center"), and makes District facilities available for community recreation programming subject to the terms of this Agreement;

WHEREAS, Youth Center is a nonprofit organization with experience providing youth enrichment, after-school activities, and summer day camp programming for local children and families;

WHEREAS, Youth Center has operated a summer day camp at the Rossmoor Park Community Center since 1988, reflecting a longstanding relationship between the Parties in providing youth recreation services;

WHEREAS, the Parties share a mutual interest in making the Rossmoor Park Summer Day Camp and After School Program available to residents of Rossmoor and other participants in an economical, efficient, safe, and accessible manner;

WHEREAS, the Parties recognize that combining District facilities and community resources with Youth Center's programming experience, staff, and volunteers supports the efficient delivery of recreational and educational opportunities for youth;

WHEREAS, the Parties intend that the Joint Program provide a public benefit by supporting youth development, recreation, and opportunities for local families, consistent with the District's community services purpose;

WHEREAS, the Parties desire to define their respective roles and responsibilities regarding the use of the Rossmoor Park Community Center, program operations, and associated costs through this Agreement;

NOW, THEREFORE, DISTRICT AND YOUTH CENTER AGREE AS FOLLOWS:

1. THE PROGRAM

1.1 The Rossmoor Park Summer Day Camp and After School Program (collectively, the "Joint Program") shall be coordinated jointly by the Recreation Department of the District and Youth Center.

2. AGREEMENT

2.1 District grants Youth Center a non-exclusive license ("License") to utilize the Community Center, and Community Center patio, kitchen, and Picnic Site C for its summer day camp program for the term of the Agreement The District also grants the use of the Community Center and Community Center patio by use of the Youth Center for its After School Program for the term of the License. The spaces Youth Center is authorized to use pursuant to this license are collectively referred to herein as "Premises." The License shall be used in accordance with the Scope of Services indicated on Exhibit A, attached hereto and incorporated by this reference and the terms and conditions set forth below. Youth Center shall not use the Premises in any manner contrary to the terms of this Agreement without District's prior written consent.

2.2 No Leasehold. No legal title or leasehold interest in the Premises is created or vested in Youth Center by the grant of this License.

3. FEE WAIVER AND OPERATING COST

3.1 District grants use on a co-sponsorship basis waiving all fees associated with use of the Community Center and kitchen during the hours depicted in Schedule of Use indicated on Exhibit B, attached hereto and incorporated by this reference.

3.2 Operating Costs. Youth Center shall pay District an annual operating fee of Five Thousand Dollars ($5,000.00) for 2027, increasing by 3.5 % each subsequent year during the term of this Agreement. The fee shall be due April 1 of each year and shall contribute to District operating expenses described in Section 8.2. The fee shall be as follows: Year 1:- $5,000; Year 2 - $5,175; Year 3 - $5,356.13; Year 4 - $5,543.59; Year 5 - $5,737.62,

3.3 Storage Space. The District shall reserve space inside the Community Center and the kitchen for use by the Youth Center to store supplies, summer camp items during summer camp and other items reasonably necessary to support the Youth Center's Scope of Services. The Youth Center shall not be assessed an additional fee to use indoor storage in the Community Center and kitchen that has been approved by the District. However, when the Youth Center does not have use of the Premises as provided in Exhibit B-1: Schedule of Use, the Youth Center shall make a reasonable effort to clear the space for users who arrange with the District to rent the space per the requirements of Section 6.8 of this Agreement. In addition, if the Youth Center requests to use the District's outdoor storage sheds, the Youth Center may be subject to a charge as determined by mutual written agreement of the Parties prior to implementation of a fee.

4. TERM AND TERMINATION

4.1 The operating term of this Agreement and the License shall be from January 1, 2027, to December 31, 2031.

4.2 This Agreement, and the License granted hereunder, may be terminated by District at any time upon giving one hundred eighty (180) days written notice to Youth Center. Youth Center may terminate this Agreement upon giving one hundred eighty (180) days written notice to District. This Agreement, and the License granted hereunder, are not transferable or assignable by Youth Center to any other person or entity without the prior written consent of District.

4.3 If either party fails to comply with or perform when due any material term or condition of this Agreement, the other party shall notify the breaching party of its breach in writing stating the specific nature of the material breach, and the breaching party shall have thirty (30) days to cure the breach. If the breach is not cured to the reasonable satisfaction of the non-breaching party within said thirty (30) day period, the non-breaching party may terminate this Agreement by providing written notice of such termination to the other party. The effective date of such termination shall be no sooner than ninety (90) days after such notice of termination.

4.4 The Parties agree that their current Cooperative Programming Agreement, previously scheduled to expire on March 8, 2027, shall instead terminate on the Effective Date of this agreement, January 1,

2027. This provision supersedes the expiration date in the current agreement.

MUTUAL RESPONSIBILITIES

5.1 Approval of the Joint Program between the District and the Youth Center shall be by mutual agreement of the District and the Youth Center.

5.2 The District and Youth Center shall each be responsible for the ongoing maintenance and upkeep of their respective facilities used for the Joint Program.

6. USE OF PREMISES

6.1 Schedule of Use. Youth Center shall comply with the Schedule of Use. District reserves the right to use, sublease, or license the Premises to third parties. Youth Center is aware and acknowledges that the Schedule of Use is subject to change to meet the scheduling and maintenance needs of the District and agrees to indemnify and hold District harmless for any such changes to the Schedule of Use.

6.2 Permissible Uses. Youth Center shall only be permitted to use the Premises for day camp and after school activities and programs. Youth Center shall not use the Premises for any other purposes without first obtaining District's written consent. Youth Center agrees not to use the Premises for any immoral or unlawful purpose.

6.3 Preservation of Insurance. Youth Center shall not commit any acts on the Premises, nor use the Premises in any manner that will cause the cancellation of any fire, liability, or other insurance policy insuring the Premises or the improvements on the Premises.

6.4 Vacating Premises. On or before the effective date of termination of this Agreement and/or License, Youth Center shall vacate the Premises, remove all of Youth Center's personal property from the Premises, and leave the Premises in good order and repair, subject to the satisfaction of District.

6.5 No Waste or Nuisance. Youth Center shall not commit any waste or any public or private nuisance upon the Premises.

6.6 Legal Compliance. Youth Center 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.

6.7 Water Conservation. Youth Center shall use water reasonably and only as necessary for its authorized programs and required cleaning. The Youth Center will have four (4) designated water-activity days during Camp SHARK, limited to the summer season between 1:00 and 2:00 p.m. subject to District staff pre-approving the activities proposed and subject to the District making adjustments to the length of time or the amount of water used or draught compliance. The Youth Center will hose the patio area on Friday in accordance with the terms of Exhibit A-1: Scope of Services. Youth Center shall promptly report leaks and comply with District water-conservation directions and applicable restrictions. District reserves the right to charge a supplemental water-use fee; No supplemental fee shall apply unless the Parties agree to the amount and terms in writing before a charge applies but the Youth Center may be asked to curtail or stop the water activity in the meantime.

6.8 Kitchen Use and Availability. Youth Center shall remove or secure all program materials, equipment, food, and personal belongings in District-approved storage areas following each authorized use of the kitchen. The kitchen shall be left clean and available for District use or rental outside the hours specified in the Schedule of Use, unless otherwise approved in writing by the District.

6.9 Appropriate Attire. Youth Center shall maintain appropriate dress code for providing recreation activities.

7. HOURS OF USE

7.1 Youth Center agrees to use the facility in accordance with Schedule of Use.

7.2 Requests for additional hours of use for volunteer training/activities may be granted with written approval from the District within 30 days of scheduled event.

8. RESPONSIBILITY OF THE DISTRICT:

The responsibility of the District shall be as follows:

8.1 District shall be responsible for the general maintenance and upkeep of District-owned facilities used for the Joint Program, except for cleaning, damage, and other responsibilities expressly assigned to Youth Center under this Agreement.

8.2 District shall administer ordinary facility operating expenses, including utilities, routine janitorial services, and grounds maintenance, subject to the responsibilities of Youth Center under this Agreement. Youth Center shall contribute to these costs through the annual operating payment set forth in Section 3.2. No separate cost-sharing amount is established by this Section.

8.3 District shall perform or arrange for repairs arising from ordinary wear and reasonable use of the Premises. Youth Center shall remain responsible for damage attributable to its activities or use of the Premises as provided in Section 9.15.

8.4 District shall provide standard janitorial supplies ordinarily maintained for District facility operations. Youth Center shall provide supplies specific to its programs and shall perform the cleaning duties assigned to it under Exhibit A-1. Any additional or specialized cleaning supplies or services shall be subject to prior written agreement of the Parties.

8.5 District may review the proposed Joint Program activity calendar submitted by Youth Center for facility scheduling, space availability, potential conflicts, and consistency with the permitted uses and Schedule of Use under this Agreement. District review does not constitute approval of program curriculum or assumption of responsibility for program supervision.

8.6 District may review the participation summaries and program information provided by Youth Center under Section 9.5 and other reports expressly required by this Agreement for purposes of monitoring facility use and contractual compliance. No separate program evaluation report is required unless the Parties agree in writing on its content and frequency.

8.7 District may assist in publicizing the Joint Program through its existing communication channels, as reasonably available and at District's discretion. Youth Center remains responsible for preparing accurate program information and complying with the publicity and logo requirements in Section 9.18. District does not guarantee any distribution or promotional effort.

9. RESPONSIBILITIES OF YOUTH CENTER:

The responsibilities of Youth Center shall be as follows:

9.1 Youth Center agrees to provide staff and volunteers for day camp and after school activities and programs and pay all costs associated with employment of staff. A minimum of two staff members shall be provided and compensated daily for the After School program. A minimum ratio of one staff for every ten children shall be required for Day Camp.

9.2 Youth Center agrees to clean facility and patio areas daily or as needed as outlined in the Scope of Services indicated on Exhibit A-1.

9.3 Youth Center agrees to provide the District with a proposed after school program activity calendar by the beginning of the school year.

9.4 Operate the Facility during posted hours of operation.

9.5 On a bi-annual basis, Youth Center agrees to provide the District with a summary of activities and programs offered during that time, including number of attendees.

9.6 Youth Center agrees to adopt the principles of a sound risk management program. Whenever possible, risk shall be avoided. Youth Center shall comply with California Business and Professions Code Section 18975 (AB 506) and other applicable child-safety laws.

9.7 Youth Center shall ensure that its administrators, employees, and regular volunteers, as defined by applicable law, undergo fingerprint-based criminal background checks pursuant to California Penal Code Section 11105.3 and complete training in child abuse and neglect identification and reporting. For purposes of Section 18975, a regular volunteer is a person 18 years of age or older who has direct contact with, or supervises, children for more than 16 hours per month or 32 hours per year.

9.8 Youth Center shall develop, implement, and enforce written child abuse prevention policies and procedures, including policies for reporting suspected child abuse to appropriate outside authorities and policies requiring, to the greatest extent possible, at least two mandated reporters to be present whenever administrators, employees, or volunteers are in contact with or supervising children, subject to any applicable statutory exception.

9.9 Youth Center shall ensure that its child-safety policies address procedures for promptly reporting suspected child abuse to the appropriate outside authorities, as required by applicable law.

9.10 Youth Center shall designate a responsible representative to oversee implementation of its child-safety policies and shall promptly notify District of any material compliance deficiency affecting the Joint Program, subject to applicable confidentiality and reporting laws.

9.11 Youth Center acknowledges that any material failure to comply with applicable child-safety requirements constitutes a breach of this Agreement and may result in action pursuant to Section 4, subject to applicable law and the terms of this Agreement.

9.12 Youth Center shall maintain documentation of compliance with applicable child-safety requirements and provide written certification of compliance to District upon reasonable request, without disclosing confidential criminal history or other legally protected information.

9.13 Youth Center officers and employees exercising rights under this License shall also maintain CPR/AED certification at Youth Center's sole expense.

9.14 Youth Center agrees to properly train and supervise staff and volunteers and pay for any additional off-site recreation trainings that would benefit staff and/or volunteers.

9.15 Youth Center agrees, at its sole cost and expense, to repair damages that may occur to the Premises during its period of use, except where such damage is attributable to ordinary or reasonable use of the facility. Youth Center shall compensate District for the annual operating fee, including annual increases, specified in Section 3.2, which contributes to the expenses described in Section 8.2.

9.16 Youth Center agrees to defend, indemnify and hold the District harmless as more fully set forth in Section 10, below.

9.17 Commencing with the November 2027 District Board of Directors meeting and continuing every November for the duration of this Agreement, Youth Center shall provide to the District an annual report that tallies the number of students residing each in Rossmoor, Los Alamitos, Seal Beach or any other city or other political subdivision, that are enrolled in any summer day camp or after school program authorized under this Agreement.

9.18 Youth Center will include the Rossmoor Community Services District (District) as a partner and add the District logo on all flyers, social media, publications, banners mailers and online marketing.

9.19 Youth Center shall provide volunteers, crafts, and setup and teardown assistance for four (4) Summer Family Festivals, two (2) Movies in the Park, and one (1) each of the Harvest Festival, Arbor Day event, Spring event, and Winter Festival annually. Youth Center shall also donate one (1) large live tree and two (2) small live trees for the Winter Festival. District and Youth Center shall coordinate volunteer craft activities and any promotions to encourage community participation.

9.20 The District agrees to allow the Youth Center to use the Rush Park Auditorium for its own fundraising event the last Saturday in March every year during the term of this agreement, to allow extended hours to 11:00 p.m. and to waive the Auditorium use fee. The Youth Center will pay the standard hourly charge for an event attendant. and will apply separately for District approval to dispense alcohol (beer and wine) and pay any fees associated with that request. The Youth Center will provide the five (5) District Board members and three (3) staff free entry to the event and the District will be identified as an event co-sponsor.

9.21 The Youth Center and District staff will collaborate to discuss potential grant opportunities that could benefit the District, the Youth Center and the community.

10. INDEMNITY

10.1 Youth Center 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 the Youth Center's use of District property hereunder or Youth Center's failure to comply with any of its obligations set forth in this Agreement, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of the District. Youth Center 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.

10.2 The requirements as to the types and limits of insurance coverage to be maintained by Youth Center as required by Section 11, 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 Youth Center pursuant to this Agreement, including, without limitation, to the provisions concerning indemnification.

11. INSURANCE

Youth Center, at its own expense, shall always obtain and maintain in effect during the term of this License the following insurance policies:

11.1 Workers' Compensation Insurance as required by law. 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 Youth Center pursuant to this Agreement.

11.2 Commercial or Comprehensive General Liability Coverage. Youth Center 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.

11.3 Automobile Liability Coverage. The Youth Center shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the Youth Center 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.

11.4 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. Youth Center also agrees to require all contractors and subcontractors to do likewise.

11.4.1 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 Youth Center.

11.4.2 This policy shall be considered primary insurance as respects 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 may have, shall be considered excess insurance only and shall not contribute with this policy.

11.4.3 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.

11.4.4 The insurer waives all rights of subrogation against the District, its elected or appointed officers, officials, employees, or agents.

11.4.5 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.

11.4.6 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.

11.5 Youth Center agrees to provide immediate notice to District of any claim or loss against Youth Center 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.

11.6 Any deductibles or self-insured retentions must be declared to and approved by the District. At the District's option, the Youth Center shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

11.7 The Youth Center 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 always kept on file with the District during the term of this Agreement.

11.8 Failure on the part of the Youth Center 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 4, above.

12. MISCELLANEOUS

12.1 Entire Agreement. This Agreement, effective January 1, 2027 contains the entire agreement between the parties hereto with respect to the subject matter hereof, and any other purported agreement made shall be ineffective to change, modify, discharge or effect an abandonment of this License in whole or in part unless such purported agreement is in writing and signed by the party against whom enforcement is sought.

12.2 Notices. All notices permitted or required under this Agreement shall be given to the respective parties may provide in writing for this purpose.

District:	District General Manager of RCSD 3001 Blume Drive Rossmoor, CA 90720
Youth Center:	Youth Center 10761 Los Alamitos Boulevard Los Alamitos, CA 90720

Such notice 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.

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

12.4 Dispute Resolution. In the event of any dispute arising out of or relating to this Agreement, the Parties shall agree to first attempt to resolve the dispute amicably through good-faith discussions. The party raising the dispute shall provide written notice to the other party describing the nature of the dispute. Within thirty (30) days of such notice, the parties shall meet in good faith to attempt to reach a mutually agreeable

resolution. If the dispute remains unresolved after such thirty (30) day period, either party may proceed with arbitration in accordance with Section 12.5 herein.

12.5 Arbitration. Any dispute, controversy, or claim arising out of or relating to this Agreement, including its interpretation, performance, breach, or termination, shall be resolved through final and binding arbitration administered by the American Arbitration Association ("AAA") in accordance with its applicable AAA Rules. The arbitration shall take place in Orange County, California before a single neutral arbitrator. Each party shall bear its own attorneys' fees, costs, and expenses incurred in connection with the arbitration, and the parties shall share equally the arbitrator's fees and administrative costs of arbitration except as otherwise required by applicable law.

12.6 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.

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

12.8 Binding Authority. 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.

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

District: General Manager
Rossmoor Community Services District
3001 Blume Drive
Rossmoor, CA 90720

Youth Center: Youth Center
10761 Los Alamitos Boulevard
Los Alamitos, CA 90720

Rossmoor Community Services District

By:_____ Date:_____

Sharon Landers
General Manager

Youth Center

By_____ Date:_____

Lina Lumme
Chief Executive Officer

APPROVED AS TO FORM FOR DISTRICT:

By:_____ Date:_____

Tarquin Preziosi, General Counsel

Exhibit A-1: Scope of Services

Use of Rossmoor Park for Youth Center's Summer Day Camp & Rossmoor Park and Rush Park After School Programs

I. RECREATIONAL OFFERINGS

A. Youth Center staff shall be responsible for implementing planned Recreation activities with program participants while maintaining a safe play environment and promoting health and physical fitness.

B. The ages for program participants shall be age five (5) to twelve (12). Volunteers must be aged fourteen (14).

C. Youth Center may offer pre-planned drop-in activities for toddlers as part of their program offerings.

II. PREVENTATIVE MAINTENANCE

A. Youth Center shall be responsible for cleaning Community Room, Auditorium, kitchen and patio area daily as follows:

- Cover picnic tables daily
- No glitter or paint used inside Community Room or Auditorium
- No food or drink allowed inside the Community Room
- Trash pick-up hourly or as needed
- Vacuum/Sweep/Mop daily
- Windex windows/doors daily
- Empty trash daily
- Clean kitchen daily

B. It is required restrooms are cleaned daily and deep cleaned on Fridays.

C. On Fridays the patio area shall be hosed down.

D. Following the conclusion of Day Camp, Youth Center agrees to schedule and pay for the patio area and surrounding areas to be pressure washed.

III. ELECTRONIC DEVICES

A. Youth Center shall implement appropriate electronic device policies for employees and to use sound judgement.

Exhibit B-1: Schedule of Use

Use of Rossmoor Park for Youth Center's Summer Day Camp & Rossmoor Park After School Program

I. HOURS OF USE - ROSSMOOR PARK SUMMER DAY CAMP

A. Youth Center will have use of the Rossmoor Park Community Room (Community Room) for up to 11 weeks of the summer from 7:00am to 7:00pm. Setup may begin up to 5 days prior to the commencement of Summer Day Camp with prior notification to the District of the dates by January of every year.

B. Youth Center will utilize the Community Room on a Saturday for their annual staff training not to conflict with the Annual LAGSL Tournament.

C. On the 3rd Tuesday of each month, Youth Center agrees to vacate the Community Room by 6:00pm for the Rossmoor Homeowner's Association's regularly scheduled Board meetings.

D. Requests for additional dates and/or hours of use shall be submitted within 30 days of request. Additional requests may include staff meetings/trainings/program events or special activities.

E. Youth Center will utilize inside facility from 7:00am to 9:00am and 5:00pm to 7:00pm daily. An addition 1 ½ to 2 hours of use will be jointly agreed to by Youth Center Directors and RCSD staff prior to commencement of Day Camp.

F. Kitchen availability: Youth Center shall comply with the kitchen availability requirements set forth in Sections 3.3 and 6.8.

II. HOURS OF USE - ROSSMOOR PARK AFTER SCHOOL PROGRAM

A. Youth Center will have use of the Community Room to coincide with the Los Alamitos Unified School District (LAUSD) Elementary School schedule.

B. On the 3rd Tuesday of each month, Youth Center agrees to vacate the Community Room by 6:00pm for the Rossmoor Homeowners Associations, regularly scheduled Board meetings.

C. Program must be adapted to open early on Minimum days and conclude by 6:00pm Monday thru Friday.

D. Requests for additional dates and/or hours of use shall be submitted within 30 days of request.

COOPERATIVE PROGRAMMING AGREEMENT

BETWEEN

ROSSMOOR COMMUNITY SERVICES DISTRICT AND

YOUTH CENTER

(2027-2031)

This Agreement ("Agreement") is made and entered into this day of January 1, 2027 ("Effective Date") ~~November 10, 2026,~~ by and between Rossmoor Community Services District, a public agency ("District"), and Los Alamitos Youth Center ("Youth Center"), a non-profit organization. The District and Youth Center are sometimes individually referred to in this Agreement, ~~each individually~~ as ~~a~~ "Party," or collectively, as ~~the~~ "Parties."

RECITALS

WHEREAS, the District is a community services district that provides public recreation opportunities and community facilities for the benefit of residents within its service area;

WHEREAS, the District owns and maintains the property located at 3232 Hedwig Road, Rossmoor (the "Community Center"), and makes District facilities available for community recreation programming subject to the terms of this Agreement;

WHEREAS, Youth Center is a nonprofit organization with experience providing youth enrichment, after-school activities, and summer day camp programming for local children and families;

WHEREAS, Youth Center has operated a summer day camp at the Rossmoor Park Community Center since 1988, reflecting a longstanding relationship between the Parties in providing youth recreation services;

WHEREAS, the Parties share a mutual interest in making the Rossmoor Park Summer Day Camp and After School Program available to residents of Rossmoor and other participants in an economical, efficient, safe, and accessible manner;

WHEREAS, the Parties recognize that combining District facilities and community resources with Youth Center's programming experience, staff, and volunteers supports the efficient delivery of recreational and educational opportunities for youth;

WHEREAS, the Parties intend that the Joint Program provide a public benefit by supporting youth development, recreation, and opportunities for local families, consistent with the District's community services purpose;

WHEREAS, the Parties desire to define their respective roles and responsibilities regarding the use of the Rossmoor Park Community Center, ~~and Rush Park Auditorium,~~ program operations, and associated costs through this Agreement;

NOW, THEREFORE, DISTRICT AND YOUTH CENTER AGREE AS FOLLOWS:

1. THE PROGRAM

1.1 The Rossmoor Park Summer Day Camp and After School Program (collectively, the "Joint Program") shall be coordinated jointly by the Recreation Department of the District and Youth Center.

2. AGREEMENT

2.1 District grants Youth Center a non-exclusive license ("License") to utilize the Community Center, and Community Center patio, ~~the~~ kitchen, and Picnic Site C for its summer day camp program for the term of the Agreement. The District also grants the use of the Community Center and Community Center patio by use of the Youth Center for its After School Program for the term of the License. The spaces Youth Center is authorized to use pursuant to this license are collectively referred to herein as "Premises." The License shall be used in accordance with the Scope of Services indicated on Exhibit A, attached hereto and incorporated by this reference and the terms and conditions set forth herein below. Youth Center shall not use the Premises in any manner contrary to the terms of this Agreement without District's prior written consent.

2.2 No Leasehold. No legal title or leasehold interest in the Premises is created or vested in Youth Center by the grant of this License.

3. FEE WAIVER AND OPERATING COST

3.1 District grants use on a co-sponsorship basis waiving all fees associated with use of the Community Center and kitchen during the hours depicted in Schedule of Use indicated on Exhibit B, attached hereto and incorporated by this reference.

3.2 ~~Operating Costs. Youth Center shall pay to the District Five Thousand Dollars ($5,000.00) per year to meet its obligation to defray the District's operating costs, as referred to in Section 8.2 herein, which shall be due on September 1st of each year.~~ Operating Costs. Youth Center shall pay District an annual operating fee of Five Thousand Dollars ($5,000.00) for 2027, increasing by ~~five percent~~3.5 %~~ (5%)~~ each subsequent year during the term of this Agreement. The fee shall be

due April 1~~September 1~~ of each year and shall contribute to District operating expenses described in Section 8.2. The fee shall be as follows: Year 1:- $5,000; Year 2 - $5,175; Year 3 - $5,356.13; Year 4 - $5,543.59; Year 5 - $5,737.62.

~~3.2~~ 3.3 Storage Space. The District shall reserve space inside the Community Center and the kitchen for use by the Youth Center to store supplies, summer camp items during summer camp and other items reasonably necessary to support the Youth Center's Scope of Services. The Youth Center shall not be accessed an additional fee to use indoor storage in the Community Center and kitchen that has been approved by the District. However, when the Youth Center does not have use of the Premises as provided in Exhibit B-1: Schedule of Use, the Youth Center shall make a reasonable effort to clear the space for users who arrange with the District to rent the space per the requirements of Section 6.8 of this Agreement. In addition, if the Youth Center requests to use the District's outdoor storage sheds, the Youth Center may be subject to a charge as determined by mutual written agreement of the Parties prior to implementation of a fee. ~~Storage Space. The District shall reserve a designated storage space for use by Youth Center, at no cost, to store supplies, summer camp items, and any other items reasonably necessary to support the Youth Center's Scope of Services. Such storage space shall be agreed upon by mutual consent of the Parties. reserves the right to assess a reasonable fee for storage space used by Youth Center at District facilities. Any storage fee, including the amount, designated space, and effective date, shall be determined by mutual written agreement of the Parties prior to implementation. Storage space shall be subject to District approval and availability.~~

4. TERM AND TERMINATION

4.1 The operating term of this Agreement and the License shall be from ~~March 9, 2024~~ January 1, 2027 to ~~March 8, 2027 December 31, 2032~~ December 31, 2031.

~~4.1~~4.2 This Agreement, and the License granted hereunder, may be terminated by District at any time upon giving ~~90~~ one hundred eighty (180) days written notice to Youth Center. Youth Center may terminate this Agreement upon giving one hundred eighty (180)~~90~~ days written notice to District. This Agreement, and the License granted hereunder, are not transferable or assignable by Youth Center to any other person or entity without the prior written consent of District.

~~4.2~~4.3 If either party fails to comply with or perform when due any material term or condition of this Agreement, the other party shall notify the breaching party of its breach in writing stating the specific nature of the material breach, and the breaching party shall have thirty (30) days to cure the breach. If the breach is not cured to the reasonable satisfaction of the non-breaching party within said thirty (30) day period, the non-breaching party may terminate this Agreement by providing written notice of such termination to the other party. The effective date of such termination shall be no sooner than ninety (90) days after such notice of termination. ~~This Agreement, and the License granted hereunder, may be terminated by the District immediately based upon a breach by Youth Center of any of the terms and conditions of this Agreement.~~

~~4.3~~4.4 The Parties agree that their current Cooperative Programming Agreement, previously scheduled to expire on March 8, 2027, shall instead terminate on the Effective Date of this agreement, January 1, 2027.~~effective December 31, 2026upon mutual execution of this Agreement.~~ This provision supersedes the expiration date in the current agreement.

MUTUAL RESPONSIBILITIES

5.1 Approval of the Joint Program between the District and the Youth Center shall be by mutual agreement of the District and the Youth Center.

5.2 The District and Youth Center shall each be responsible for the ongoing maintenance and upkeep of their respective facilities used for the Joint Program.

6. USE OF PREMISES

6.1 Schedule of Use. Youth Center shall comply with the Schedule of Use. District reserves the right to use, sublease, or license the Premises to third parties. Youth Center is aware and acknowledges that the Schedule of Use is subject to change to meet the scheduling and maintenance needs of the District and agrees to indemnify and hold District harmless for any such changes to the Schedule of Use.

6.2 Permissible Uses. Youth Center shall only be permitted to use the Premises for day camp and after school activities and programs. Youth Center shall not use the Premises for any other purposes without first

obtaining District's written consent. Youth Center agrees not to use the Premises for any immoral or unlawful purpose.

6.3 Preservation of Insurance. Youth Center shall not commit any acts on the Premises, nor use the Premises in any manner that will cause the cancellation of any fire, liability, or other insurance policy insuring the Premises or the improvements on the Premises.

6.4 Vacating Premises. On or before the effective date of termination of this Agreement and/or License, Youth Center shall vacate the Premises, remove all of Youth Center's personal property from the Premises, and leave the Premises in good order and repair, subject to the satisfaction of District.

6.5 No Waste or Nuisance. Youth Center shall not commit any waste or any public or private nuisance upon the Premises.

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

6.7 ~~Water Preservation. Youth Center shall make every effort to conserve water use in times of drought.~~ Water Conservation. Youth Center shall use water reasonably and only as necessary for its authorized programs and required cleaning. The Youth Center will have four (4) designated water-activity days during Camp SHARK, limited to the summer season between 1:00 and 2:00 p.m. subject to District staff pre-approving the activities proposed and subject to the District making adjustments to the length of time or the amount of water used or draught compliance. The Youth Center will hose the patio area on Friday in accordance with the terms of Exhibit A-1: Scope of Services. ~~Youth Center shall not use District water for inflatable water attractions, slip-and-slides, portable pools, continuous-running hoses, or other high-volume water activities without District's prior written approval.~~ Youth Center shall promptly report leaks and comply with District water-conservation directions and applicable restrictions. District reserves the right to ~~may condition approval of a water-intensive activity on~~require ~~a written water-use plan and a separately agreed to~~charge a supplemental water-use fee; Nno supplemental fee shall apply unless the Parties agree to the amount and terms in writing before a charge applies but the Youth Center may be asked to curtail or stop the water activity in the meantime. ~~the activity.~~

6.8 Kitchen Use and Availability. Youth Center shall remove or secure all program materials, equipment, food, and personal belongings in District-approved storage areas following each authorized use of the kitchen. The kitchen shall be left clean and available for District use or rental outside the hours specified in the Schedule of Use, unless otherwise approved in writing by the District.

6.9 Appropriate Attire. Youth Center shall maintain appropriate dress code for providing recreation activities.

7. HOURS OF USE

7.1 Youth Center agrees to use the facility in accordance with Schedule of Use.

7.2 Requests for additional hours of use for volunteer training/activities may be granted with written approval from the District within 30 days of scheduled of scheduled event.

8. RESPONSIBILITY OF THE DISTRICT:

The responsibility of the District shall be as follows:

8.1 District shall be responsible for the general maintenance and upkeep of District-owned facilities used for the Joint Program, except for cleaning, damage, and other responsibilities expressly assigned to Youth Center under this Agreement.

8.2 District shall administer ordinary facility operating expenses, including utilities, routine janitorial services, and grounds maintenance, subject to the responsibilities of Youth Center under this Agreement. Youth Center shall contribute to these costs through the annual operating payment set forth in Section 3.2. No separate cost-sharing amount is established by this Section.

8.3 District shall perform or arrange for repairs arising from ordinary wear and reasonable use of the Premises. Youth Center shall remain responsible for damage attributable to its activities or use of the Premises as provided in Section 9.15.

8.4 District shall provide standard janitorial supplies ordinarily maintained for District facility operations. Youth Center shall provide supplies specific to its programs and shall perform the cleaning duties assigned to it under Exhibit A-1. Any additional or specialized cleaning supplies or services shall be subject to prior written agreement of the Parties.

8.5 District may review the proposed Joint Program activity calendar submitted by Youth Center for facility scheduling, space availability, potential conflicts, and consistency with the permitted uses and Schedule of Use under this Agreement. District review does not constitute approval of program curriculum or assumption of responsibility for program supervision.

8.6 District may review the participation summaries and program information provided by Youth Center under Section 9.5 and other reports expressly required by this Agreement for purposes of monitoring facility use and contractual compliance. No separate program evaluation report is required unless the Parties agree in writing on its content and frequency.

8.7 District may assist in publicizing the Joint Program through its existing communication channels, as reasonably available and at District's discretion. Youth Center remains responsible for preparing accurate program information and complying with the publicity and logo requirements in Section 9.18. District does not guarantee any distribution or promotional effort.

9. RESPONSIBILITIES OF YOUTH CENTER:

The responsibilities of Youth Center shall be as follows:

9.1 Youth Center agrees to provide staff and volunteers for day camp and after school activities and programs and pay all costs associated with employment of staff. A minimum of two staff members shall be provided and compensated daily for the After School program. A minimum ratio of one staff for every ten children shall be required for Day Camp.

9.2 Youth Center agrees to clean facility and patio areas daily or as needed as outlined in the Scope of Services indicated on Exhibit A-1.

9.3 Youth Center agrees to provide the District with a proposed after school program activity calendar by the beginning of the school year.

9.4 Operate the Facility during posted hours of operation.

9.5 On a bi-annual basis, Youth Center agrees to provide the District with a summary of activities and programs offered during that time, including number of attendees.

9.6 Youth Center agrees to adopt the principles of a sound risk management program. Whenever possible, risk shall be avoided. Youth Center shall comply with California Business and Professions Code Section 18975 (AB 506) and other applicable child-safety laws.

9.7 Youth Center shall ensure that its administrators, employees, and regular volunteers, as defined by applicable law, undergo fingerprint-based criminal background checks pursuant to California Penal Code Section 11105.3 and complete training in child abuse and neglect identification and reporting. For purposes of Section 18975, a regular volunteer is a person 18 years of age or older who has direct contact with, or supervises, children for more than 16 hours per month or 32 hours per year.

9.8 Youth Center shall develop, implement, and enforce written child abuse prevention policies and procedures, including policies for reporting suspected child abuse to appropriate outside authorities and policies requiring, to the greatest extent possible, at least two mandated reporters to be present whenever administrators, employees, or volunteers are in contact with or supervising children, subject to any applicable statutory exception.

9.9 Youth Center shall ensure that its child-safety policies address procedures for promptly reporting suspected child abuse to the appropriate outside authorities, as required by applicable law.

9.10 Youth Center shall designate a responsible representative to oversee implementation of its child-safety policies and shall promptly notify District of any material compliance deficiency affecting the Joint Program, subject to applicable confidentiality and reporting laws.

9.11 Youth Center acknowledges that any material failure to comply with applicable child-safety requirements constitutes a breach of this Agreement and may result in action pursuant to Section 4, subject to applicable law and the terms of this Agreement.

9.12 Youth Center shall maintain documentation of compliance with applicable child-safety requirements and provide written certification of compliance to District upon reasonable request, without disclosing confidential criminal history or other legally protected information.

9.13 Youth Center officers and employees exercising rights under this License shall also maintain CPR/AED certification at Youth Center's sole expense.

9.14 Youth Center agrees to properly train and supervise staff and volunteers and pay for any additional off-site recreation trainings that would benefit staff and/or volunteers.

9.15 Youth Center agrees, at its sole cost and expense, to repair ~~any~~ damages that may occurs to the Premises during its period of use, except where such damage is attributable to ordinary or reasonable use of the facility. Youth Center shall compensate District for ~~also reimburse the District for an agreed upon annual negotiated operating cost, pursuant to Sections 3.2 and 8.2 hereinpay~~ the annual operating fee, including annual increases, specified in Section 3.2, which contributes to the expenses described in Section 8.2.

9.16 Youth Center agrees to defend, indemnify and hold the District harmless as more fully set forth in Section 10, below.

9.17 Commencing with the November 2027 ~~RCSD~~ District Board of Directors meeting and continuing every November for the duration of this Agreement, Youth Center shall provide to the District an annual report that tallies the number of students residing each in Rossmoor, Los Alamitos, Seal Beach or any other city or other political subdivision, that are enrolled in any summer day camp or after school program authorized under this Agreement.

9.18 Youth Center will include the Rossmoor Community Services District (~~RCSD~~District) as a partner and add the ~~RCSD~~ District logo on all flyers, social media, publications, banners mailers and online marketing.

9.19 ~~Youth Center will provide volunteers and crafts at the following events and general set up and tear down: Four (4) Summer Family Festivals, Two(2)Movies In The Park, One (1) Harvest (Halloween) Festival, One (1) Arbor Day Event, One (1) Spring (Easter) Event, and One (1) Winter Festival in December.~~ Youth Center shall provide volunteers, crafts, and setup and teardown assistance for four (4) Summer Family Festivals, two (2) Movies in the Park, and one (1) each of the Harvest Festival, Arbor Day event, Spring event, and Winter Festival annually. Youth Center shall also donate one (1) large live tree and two (2) small live trees for the Winter Festival.~~, subject to District approval of the tree and delivery arrangements.~~ District and Youth Center shall coordinate

~~event assignments in advance.~~ volunteer craft activities and any promotions to encourage community participation.

~~9.20 Youth Center will meet annually with the RCSD staff to determine a co-sponsored fund-raising event to offset the cost associated with maintenance, supplies and utilities at Rossmoor Park. The goal is to raise $5,000.00 annually by working together to secure sponsors, establish registration and event themes and fund-raising opportunities.~~

~~9.21 Youth Center and RCSD staff will meet in February of each year to review possible grants that can be applied for to enhance the Rossmoor Park facility. Joint efforts will include grant recognition, grant writing and submission.~~

9.20 The District agrees to allow the Youth Center to use the Rush Park Auditorium for its own fundraising event the last Saturday in March every year during the term of this agreement, to allow extended hours to 11:00 p.m. and to waive the Auditorium use fee. The Youth Center will pay the standard hourly charge for an event attendant. and will apply separately for District approval to dispense alcohol (beer and wine) and pay any fees associated with that request. The Youth Center will provide the five (5) District Board members and three (3) staff free entry to the event and the District will be identified as an event co-sponsor.

~~9.22~~9.21 The Youth Center and District staff will collaborate to discuss potential grant opportunities that could benefit the District, the Youth Center and the community.

10. INDEMNITY

10.1 Youth Center 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 the Youth Center's use of District property hereunder or Youth Center's failure to comply with any of its obligations set forth 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 tin its sole discretion finds Youth Center's legal counsel unacceptable, then Youth Center shall reimburse the District is costs of defense, including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation.~~ Youth Center 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.

10.2 The requirements as to the types and limits of insurance coverage to be maintained by Youth Center as required by Section 11, 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 Youth Center pursuant to this Agreement, including, without limitation, to the provisions concerning indemnification.

11. INSURANCE

Youth Center, at its own expense, shall always obtain and maintain in effect during the term of this License the following insurance policies:

11.1 Workers' Compensation Insurance as required by law. 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 Youth Center pursuant to this Agreement.

11.2 Commercial or Comprehensive General Liability Coverage. Youth Center 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.

11.3 Automobile Liability Coverage. The Youth Center shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the Youth Center 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.

11.4 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. Youth Center also agrees to require all contractors and subcontractors to do likewise.

11.4.1 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 Youth Center.

11.4.2 This policy shall be considered primary insurance as respects 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 may have, shall be considered excess insurance only and shall not contribute with this policy.

11.4.3 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.

11.4.4 The insurer waives all rights of subrogation against the District, its elected or appointed officers, officials, employees, or agents.

11.4.5 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.

11.4.6 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.

11.5 Youth Center agrees to provide immediate notice to District of any claim or loss against Youth Center 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.

11.6 Any deductibles or self-insured retentions must be declared to and approved by the District. At the District's option, the Youth Center shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

11.7 The Youth Center 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 always kept on file with the District during the term of this Agreement.

11.8 Failure on the part of the Youth Center 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 4, above.

12. MISCELLANEOUS

12.1 Entire Agreement. This Agreement, effective~~dated~~ January 1, 2027 ~~November 10, 2026,~~ contains the entire agreement between the parties hereto with respect to the subject matter hereof, and any other purported agreement made shall be ineffective to change, modify, discharge or effect an abandonment of this License in whole or in part unless such purported agreement is in writing and signed by the party against whom enforcement is sought.

~~12.1~~12.2 Notices. All notices permitted or required under this Agreement shall be given to the respective parties may provide in writing for this purpose.

District:	District General Manager of RCSD 3001 Blume Drive Rossmoor, CA 90720
Youth Center:	Youth Center 10761 Los Alamitos Boulevard Los Alamitos, CA 90720

Such notice 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.

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

12.4 Dispute Resolution. In the event of any dispute arising out of or relating to this Agreement, the Parties shall agree to first attempt to resolve the dispute amicably through good-faith discussions. The party raising the dispute shall provide written notice to the other party describing the nature of the dispute. Within thirty (30) days of such notice, the parties shall meet in good faith to attempt to reach a mutually agreeable resolution. If the dispute remains unresolved after such thirty (30) day period, either party may proceed with arbitration in accordance with Section 12.5 herein.

~~12.2~~12.5 Arbitration. Any dispute, controversy, or claim arising out of or relating to this Agreement, including its interpretation, performance, breach, or termination, shall be resolved through final and binding arbitration administered by the American Arbitration Association ("AAA") in accordance with its applicable ~~Commercial~~ AAA~~rbitration~~ Rules. The arbitration shall take place in Orange County, California before a single neutral arbitrator. Each party shall bear its own attorneys' fees, costs, and expenses incurred in connection with the arbitration, and the parties shall share equally the arbitrator's fees and administrative costs of arbitration except as otherwise required by applicable law.

~~12.3~~12.6 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.

~~12.4~~12.7 Counterparts. This License may be executed in multiple counterparts, each of which shall be deemed an original for all purposes.

~~12.5~~12.8 Binding Authority. 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.

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

District: ~~District~~ General Manager ~~of~~
Rossmoor Community Services District
3001 Blume Drive
Rossmoor, CA 90720

Youth Center: Youth Center
10761 Los Alamitos Boulevard
Los Alamitos, CA 90720

Rossmoor Community Services District

By:_____ Date:_____

Sharon Landers
General Manager

Youth Center

By_____ Date:_____

Lina Lumme
Chief Executive Officer

APPROVED AS TO FORM FOR DISTRICT:

By:_____ Date:_____

Tarquin Preziosi, General Counsel

Exhibit A-1: Scope of Services

Use of Rossmoor Park for Youth Center's Summer Day Camp & Rossmoor Park and Rush Park After School Programs

I. RECREATIONAL OFFERINGS

A. Youth Center staff shall be responsible for implementing planned Recreation activities with program participants while maintaining a safe play environment and promoting health and physical fitness.

B. The ages for program participants shall be age five (5) to twelve (12). Volunteers must be aged fourteen (14).

C. Youth Center may offer pre-planned drop-in activities for toddlers as part of their program offerings.

II. PREVENTATIVE MAINTENANCE

A. Youth Center shall be responsible for cleaning Community Room, Auditorium, kitchen and patio area daily as follows:

- Cover picnic tables daily
- No glitter or paint used inside Community Room or Auditorium
- No food or drink allowed inside the Community Room
- Trash pick-up hourly or as needed
- Vacuum/Sweep/Mop daily
- Windex windows/doors daily
- Empty trash daily
- Clean kitchen daily

B. It is required restrooms are cleaned daily and deep cleaned on Fridays.

C. On Fridays the patio area shall be hosed down.

D. Following the conclusion of Day Camp, Youth Center agrees to schedule and pay for the patio area and surrounding areas to be pressure washed.

III. ELECTRONIC DEVICES

A. Youth Center shall implement appropriate electronic device policies for employees and to use sound judgement.

Exhibit B-1: Schedule of Use

Use of Rossmoor Park for Youth Center's Summer Day Camp & Rossmoor Park After School Programs

I. HOURS OF USE – ROSSMOOR PARK SUMMER DAY CAMP

A. Youth Center will have use of the Rossmoor Park Community Room (Community Room) for up to 11 weeks of the summer from 7:00am to 7:00pm. Setup may begin up to 5 days prior to the commencement of Summer Day Camp with prior notification to the District of the dates by January of every year.

B. Youth Center will utilize the Community Room on a Saturday for their annual staff training not to conflict with the Annual LAGSL Tournament.

C. On the 3rd Tuesday of each month, Youth Center agrees to vacate the Community Room by 6:00pm for the Rossmoor Homeowner's Association's regularly scheduled Board meetings.

D. Requests for additional dates and/or hours of use shall be submitted within 30 days of request. Additional requests may include staff meetings/trainings/program events or special activities.

E. Youth Center will utilize inside facility from 7:00am to 9:00am and 5:00pm to 7:00pm daily. An addition 1 ½ to 2 hours of use will be jointly agreed to by Youth Center Directors and RCSD staff prior to commencement of Day Camp.

F. Kitchen availability: Youth Center shall comply with the kitchen availability requirements set forth in Sections 3.3 and 6.8.

II. HOURS OF USE – ROSSMOOR PARK AFTER SCHOOL PROGRAMS

A. Youth Center will have use of the Community Room to coincide with the Los Alamitos Unified School District (LAUSD) Elementary School schedule.

B. On the 3rd Tuesday of each month, Youth Center agrees to vacate the Community Room by 6:00pm for the Rossmoor Homeowners Associations, regularly scheduled Board meetings.

C. Program must be adapted to open early on Minimum days and conclude by 6:00pm Monday thru Friday.

D. Requests for additional dates and/or hours of use shall be submitted within 30 days of request.

COOPERATIVE PROGRAMMING AGREEMENT

BETWEEN

ROSSMOOR COMMUNITY SERVICES DISTRICT AND

YOUTH CENTER

(2024-2027)

This Agreement ("Agreement") is made and entered into this day of March 10, 2024 by and between Rossmoor Community Services District ("District"), and Los Alamitos Youth Center ("Youth Center"), a non-profit organization. The District and Youth Center are sometimes referred to in this Agreement, each individually as a "Party," or collectively, as the "Parties."

RECITALS

WHEREAS, the District owns the property located at 3232 Hedwig Road, Rossmoor ("Community Center");

WHEREAS, The parties desire to make available to the residents of Rossmoor and other individuals a Rossmoor Park Summer Day Camp program and After School Program in an economical and efficient manner;

WHEREAS, Youth Center has operated the Day Camp at the Rossmoor Park Community Center since 1988;

WHEREAS, the District and Youth Center have the mutual interest in providing the Rossmoor Park Summer Day Camp and After School Program at the Rossmoor Park Community Center and Rush Park Auditorium;

NOW, THEREFORE, DISTRICT AND YOUTH CENTER AGREE AS FOLLOWS:

1. THE PROGRAM

1.1 The Rossmoor Park Summer Day Camp and After School Program (collectively, the "Joint Program") shall be coordinated jointly by the Recreation Department of the District and Youth Center.

2. AGREEMENT

2.1 District grants Youth Center a non-exclusive license ("License") to utilize the Community Center, and Community Center patio, the kitchen, the Rush Park Auditorium and Picnic Site C for its summer day camp program for the term of the Agreement. The District also grants the use of the Community Center and Community Center patio by use of the Youth Center for its After School Program for the term of the License. The spaces Youth Center is authorized to use pursuant to

this license are collectively referred to herein as "Premises." The License shall be used in accordance with the Scope of Services indicated on Exhibit A, attached hereto and incorporated by this reference and the terms and conditions set forth herein below. Youth Center shall not use the Premises in any manner contrary to the terms of this Agreement without District's prior written consent.

2.2 No Leasehold. No legal title or leasehold interest in the Premises is created or vested in Youth Center by the grant of this License.

3. FEE WAIVER AND OPERATING COST

3.1 District grants use on a co-sponsorship basis waiving all fees associated with use of the Community Center and kitchen during the hours depicted in Schedule of Use indicated on Exhibit B, attached hereto and incorporated by this reference.

3.2 Operating Costs. Youth Center shall pay to the District Three Thousand Dollars ($3,000.00) per year to meet its obligation to defray the District's operating costs, as referred to in Sections 8.2 and 9.8 herein, which shall be due on September 1st of each year.

4. TERM AND TERMINATION

4.1 The operating term of this Agreement and the License shall be from March 9, 2024 to March 8, 2027. This Agreement, and the License granted hereunder, may be terminated by District at any time upon giving 90 days written notice to Youth Center. Youth Center may terminate this Agreement upon giving 90 days written notice to District. This Agreement, and the License granted hereunder, are not transferable or assignable by Youth Center to any other person or entity without the prior written consent of District.

4.2 This Agreement, and the License granted hereunder, may be terminated by the District immediately based upon a breach by Youth Center of any of the terms and conditions of this Agreement.

5. MUTUAL RESPONSIBILITIES

5.1 Approval of the Joint Program between the District and the Youth Center shall be by mutual agreement of the District and the Youth Center.

5.2 The District and Youth Center shall each be responsible for the ongoing maintenance and upkeep of their respective facilities used for the Joint Program.

6. USE OF PREMISES

6.1 Schedule of Use. Youth Center shall comply with the Schedule of Use. District reserves the right to use, sublease, or license the Premises to third parties. Youth Center is aware and acknowledges that the Schedule of Use is subject to change to meet the scheduling and maintenance needs of the District and agrees to indemnify and hold District harmless for any such changes to the Schedule of Use.

6.2 Permissible Uses. Youth Center shall only be permitted to use the Premises for day camp and after school activities and programs. Youth Center shall not use the Premises for any other purposes without first obtaining District's written consent. Youth Center agrees not to use the Premises for any immoral or unlawful purpose.

6.3 Preservation of Insurance. Youth Center shall not commit any acts on the Premises, nor use the Premises in any manner that will cause the cancellation of any fire, liability, or other insurance policy insuring the Premises or the improvements on the Premises.

6.4 Vacating Premises. On or before the effective date of termination of this Agreement and/or License, Youth Center shall vacate the Premises, remove all of Youth Center's personal property from the Premises, and leave the Premises in good order and repair, subject to the satisfaction of District.

6.5 No Waste or Nuisance. Youth Center shall not commit any waste or any public or private nuisance upon the Premises.

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

6.7 Water Preservation. Youth Center shall make every effort to conserve water use in times of drought.

6.8 Appropriate Attire. Youth Center shall maintain appropriate dress code for providing recreation activities.

7. HOURS OF USE

7.1 Youth Center agrees to use the facility in accordance with Schedule of Use.

7.2 Requests for additional hours of use for volunteer trainings/activities may be granted with written approval from the District within 30 days of scheduled of scheduled event.

8. RESPONSIBILITY OF THE DISTRICT:

The responsibility of the District shall be as follows:

8.1 The District agrees to share the financial cost of maintaining the facilities.

8.2 The District shall be responsible for sharing the costs of utilities, janitorial services, and turf repair for the Premises, based on an annual negotiated amount.

8.3 The District agrees to repair, or schedule repair for the cost of repairing damage to the Premises during period of use by Youth Center, where such damage may be attributed to ordinary or reasonable use of the Premises.

8.4 District agrees to provide carpet cleaning supplies for Youth Center's utilization.

8.5 District agrees to review proposed monthly calendar of activities submitted by Youth Center After School program volunteers and staff.

8.6 District agrees to review monthly program evaluations submitted by Youth Center to determine if responsibilities of Youth Center are met as outlined in Agreement.

8.7 District agrees to cooperate with Youth Center in the distribution of informational materials about Joint Programs.

8.8 District agrees to coordinate a dumpster rental for the last day of Day Camp for Youth Center to dispose of additional trash items.

9. RESPONSBILITIES OF YOUTH CENTER:

The responsibilities of Youth Center shall be as follows:

9.1 Youth Center agrees to provide staff and volunteers for day camp and after school activities and programs and pay all costs associated with employment of staff. A minimum of two staff members shall be provided and compensated daily for the After School program. A minimum ratio of one staff for every ten children shall be required for Day Camp.

9.2 Youth Center agrees to clean facility and patio areas daily or as needed as outlined in the Scope of Services indicated on Exhibit A.

9.3 Youth Center agrees to provide the District with a proposed after school program activity calendar by the 15th of every month

9.4 Operate the Facility during posted hours of operation.

9.5 On a monthly basis, Youth Center agrees to provide the District with a monthly summary of activities and programs offered the previous calendar month including number of attendees.

9.6 Youth Center agrees to adopt the principles of a sound risk management program. Whenever possible, risk shall be avoided. All Youth Center officers, and employees exercising rights granted by this License on behalf of Youth Center or pursuant to this License shall have background checks, and CPR/AED certified at the sole expense of Youth Center.

9.7 Youth Center agrees to properly train and supervise staff and volunteers and pay for any additional off-site recreation trainings that would benefit staff and/or volunteers.

9.8 Youth Center agrees, at its sole cost and expense, to repair any damage that occurs to the Premises during period of use by Youth Center, except where such damage may be attributed to ordinary or reasonable use of the facility. Youth Center also agrees to reimburse the District for an agreed upon annual negotiated operating cost, pursuant to Sections 3.2 and 8.2 herein.

9.9 Youth Center agrees to defend, indemnify and hold the District harmless as more fully set forth in Section 10, below.

9.10 Commencing with the November 2024 RCSD Board of Directors meeting and continuing every November for the duration of this Agreement, Youth Center shall provide to the District an annual report that tallies the number of students residing each in Rossmoor, Los Alamitos, Seal Beach or any other city or other political subdivision, that are enrolled in any summer day camp or after school program authorized under this Agreement.

9.11 Youth Center will include the Rossmoor Community Services District (RCSD) as a partner and add the RCSD logo on all flyers, social media, publications, banners mailers and online marketing.

9.12 Youth Center will provide volunteers at the following events for crafts and general set up and tear down: Four (4) Summer Family Festivals, Two (2) Health and Wellness Fairs, One (1) Harvest (Halloween) Festival, One (1) Arbor Day Event, Weekly Farmers Market (Thursdays in November, December and January) - crafts for two hours, and One (1) Winter Festival in December.

9.13 Youth Center will meet annually with the RCSD staff to determine a co-sponsored fund-raising event to offset the cost associated with maintenance, supplies and utilities at Rossmoor Park. The goal is to raise $5,000.00 annually by working together to secure sponsors, establish registration and event themes and fund-raising opportunities.

9.14 Youth Center and RCSD staff will meet in February of each year to review possible grants that can be applied for to enhance the Rossmoor Park facility. Joint efforts will include grant recognition, grant writing and submission.

9.15 Youth Center and RCSD staff will meet and confer to establish intergenerational opportunities and work with the Orange County Office on Aging.

10. INDEMNITY

10.1 Youth Center 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 the Youth Center's use of District property hereunder or Youth Center's failure to comply with any of its obligations set forth 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 tin its sole discretion find Youth Center's legal counsel

unacceptable, then Youth Center shall reimburse the District is costs of defense, including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation. Youth Center 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..

10.2 The requirements as to the types and limits of insurance coverage to be maintained by Youth Center as required by Section 11, 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 Youth Center pursuant to this Agreement, including, without limitation, to the provisions concerning indemnification.

11. INSURANCE

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

11.1 Workers' Compensation Insurance as required by law. 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 Youth Center pursuant to this Agreement.

11.2 Commercial or Comprehensive General Liability Coverage. Youth Center 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.

11.3 Automobile Liability Coverage. The Youth Center shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the Youth Center 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.

11.4 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. Youth Center also agrees to require all contractors, and subcontractors to do likewise.

11.4.1 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 Youth Center.

11.4.2 This policy shall be considered primary insurance as respects 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 may have, shall be considered excess insurance only and shall not contribute with this policy.

11.4.3 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.

11.4.4 The insurer waives all rights of subrogation against the District, its elected or appointed officers, officials, employees, or agents.

11.4.5 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.

11.4.6 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.

11.5 Youth Center agrees to provide immediate notice to District of any claim or loss against Youth Center 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.

11.6 Any deductibles or self-insured retentions must be declared to and approved by the District. At the District's option, the Youth Center shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

11.7 The Youth Center 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.

11.8 Failure on the part of the Youth Center 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 4, above.

12. MISCELLANEOUS

12.1 Entire Agreement. This Agreement, dated March 9, 2024 contains the entire agreement between the parties hereto with respect to the subject matter hereof, and any other purported agreement made shall be ineffective to change, modify, discharge or effect an abandonment of this License in whole or in part unless such purported agreement is in writing and signed by the party against whom enforcement is sought.

12.2 Notices. All notices permitted or required under this Agreement shall be given to the respective parties may provide in writing for this purpose.

District:	District General Manager of RCSD 3001 Blume Drive Rossmoor, CA 90720
Youth Center:	Youth Center 10761 Los Alamitos Boulevard Los Alamitos, CA 90720

Such notice 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.

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

12.4 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.

12.5 Counterparts. This License may be executed in multiple counterparts each of which shall be deemed an original for all purposes.

12.6 Binding Authority. 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.

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

District: District General Manager of RCSD
3001 Blume Drive
Rossmoor, CA 90720

Youth Center: Youth Center
10761 Los Alamitos Boulevard
Los Alamitos, CA 90720

Rossmoor Community Services District

By: _____ Date: 2/13/2024

Joe Mendoza
General Manager

Youth Center

By _____ Date: 3/7/2024

Lina Lumme
Chief Executive Officer

APPROVED AS TO FORM FOR DISTRICT:

By: _____ Date: _____

Tarquin Preziosi, General Counsel

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

District: District General Manager of RCSD
3001 Blume Drive
Rossmoor, CA 90720

Youth Center: Youth Center
10761 Los Alamitos Boulevard
Los Alamitos, CA 90720

Rossmoor Community Services District

By: _____ Date: 2/13/2024

Joe Mendoza
General Manager

Youth Center

By _____ Date: _____

Lina Lumme
Chief Executive Officer

APPROVED AS TO FORM FOR DISTRICT:

By: _____ Date: 2-23-2024

Tarquin Preziosi, General Counsel

Exhibit A-1: Scope of Services

Use of Rossmoor Park for Youth Center's Summer Day Camp & Rossmoor Park and Rush Park After School Programs

I. RECREATIONAL OFFERINGS

A. Youth Center staff shall be responsible for implementing planned Recreation activities with program participants while maintaining a safe play environment and promoting health and physical fitness.

B. The ages for program participants shall be age five (5) to twelve (12). Volunteers must be aged fourteen (14).

C. Youth Center may offer pre-planned drop-in activities for toddlers as part of their program offerings.

II. PREVENTATIVE MAINTENANCE

A. Youth Center shall be responsible for cleaning Community Room, Auditorium, kitchen and patio area daily as follows:

- Cover picnic tables daily
- No glitter or paint used inside Community Room or Auditorium
- No food or drink allowed inside the Community Room
- Trash pick-up hourly or as needed
- Vacuum daily
- Windex windows/doors daily
- Empty trash daily
- Clean kitchen daily

B. It is required restrooms are cleaned daily and deep cleaned on Fridays.

C. On Fridays the patio area shall be hosed down.

D. Following the conclusion of Day Camp, Youth Center agrees to schedule and pay for the patio area to be pressure washed and the carpet professionally cleaned.

III. ELECTRONIC DEVICES

A. Youth Center shall implement appropriate electronic device policies for employees and to use sound judgement.

Exhibit B-1: Schedule of Use

Use of Rossmoor Park for Youth Center's Summer Day Camp & Rossmoor Park and Rush Park After School Programs

I. HOURS OF USE - ROSSMOOR PARK SUMMER DAY CAMP

A. Youth Center will have use of the Rossmoor Park Community Room (Community Room) for up to 11 weeks of the summer from 7:00am to 7:00pm. Setup may begin up to 5 days prior to the commencement of Summer Day Camp.

B. Youth Center will utilize the Community Room on a Saturday for their annual staff training not to conflict with the Annual LAGSL Tournament.

C. On the 3rd Tuesday of each month, Youth Center agrees to vacate the Community Room by 6:00pm for the Rossmoor Homeowner's Association's regularly scheduled Board meetings.

D. Requests for additional dates and/or hours of use shall be submitted within 30 days of request. Additional requests may include staff meetings/trainings/program events or special activities.

E. Youth Center will utilize inside facility from 7:00am to 9:00am and 5:00pm to 7:00pm daily. An addition 1 ½ to 2 hours of use will be jointly agreed to by Youth Center Directors and RCSD staff prior to commencement of Day Camp.

II. HOURS OF USE - ROSSMOOR PARK AND RUSH PARK AFTER SCHOOL PROGRAMS

A. Youth Center will have use of the Community Room to coincide with the Los Alamitos Unified School District (LAUSD) Elementary School schedule.

B. On the 2nd Tuesday of each month, Youth Center agrees to vacate the Auditorium by 6:00pm for the Rossmoor Community Services District's regularly scheduled Board meetings.

C. Program must utilize Canopy A at Rush Park daily when available.

D. Program must adapt to another room or location based on availability when there are reservations or events in the Auditorium.

E. Program must be adapted to open early on Minimum days and conclude by 6:00pm Monday thru Friday.

F. Requests for additional dates and/or hours of use shall be submitted within 30 days of request.

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM C-6

Date: November 5, 2026

To: Personnel and Contract Administration Committee
Jo Shade, Chair
Michael Maynard

From: General Manager Sharon Landers

Subject: DISCUSSION AND REVIEW OF UTILITY AUDIT PROPOSAL BY UTILITY COST MANAGEMENT (UCM)

RECOMMENDATION

It is recommended that the Rossmoor Community Services District (RCSD) Personnel and Contract Administration Committee review and discuss terms of the agreement with Utility Cost Management (UCM) and consider making a recommendation to the District Board to enter into the agreement.

BACKGROUND

This agreement would enable UCM to audit utility bills received by the District to determine whether the charges are being correctly assessed. The only utility bills the District receives are water and electricity bills. The audit pertains to how the District is billed and not to water or electricity usage. UCM does not identify water line breaks or leaks, and any savings the District may receive as a result of a repair is not something that UCM shares.

UCM would review the District's water and electricity bills and use its best efforts to identify whether any refunds, credits or future savings are warranted. If the District elects to pursue a refund or credit identified by UCM in its Findings Report, the District will pay UCM 42% of the amount refunded or credited. If the District were to obtain a future savings identified in the Findings Report, then the District will pay UCM 42% of the future savings that accrue over a three-year period.

FINANCIAL IMPACT

There is no cost to the District to enter into this agreement with UCM. Savings identified and obtained would be shared with UCM as discussed above.

ATTACHMENTS

1. DRAFT Agreement and Amendment
2. UCM Partial Client List: California Special Districts

UCM – CALIFORNIA SPECIAL DISTRICTS ASSOCIATION (CSDA)
AGREEMENT TO PROVIDE
UTILITY BILL ANALYSIS SERVICE

This Agreement ("Agreement") is made by and between Utility Cost Management LLC ("UCM") and Rossmoor Community Services District ("Client") effective as of the date of execution by Client.

1. **Applicable to Client's Utility Accounts**. This Agreement will apply to Client's water, sewer, garbage, gas and electricity accounts (and any related utility user taxes, other taxes, assessments, surcharges or fees) with respect to which Client desires analysis ("Utility Accounts").

2. **Client to Provide Utility Bills and Access to Utility Accounts Information**. On or promptly after Client's execution of this Agreement, Client will provide UCM with a copy of at least one month's utility bills for Client's Utility Accounts. UCM is hereby authorized to obtain information relating to the Utility Accounts directly from utility provider personnel and utility provider web sites.

3. **UCM's Findings Report**. UCM will use its best efforts to identify the basis for any refunds, credits or Future Savings (as defined below) on Client's Utility Accounts. UCM will send one or more "Findings Reports" to Client that generally sets forth the basis for any refunds, credits or Future Savings identified by UCM. UCM may, from time to time, supplement or amend the Findings Report. The Findings Report, and UCM's work to prepare the Findings Report, will be provided at no cost to Client.

4. **Client Option to Pursue, or Not Pursue, Opportunities in Findings Report.** After receiving UCM's Findings Report, if Client elects to pursue some or all of the opportunities described in the Findings Report, Client and UCM may execute an amendment to this Agreement, in substantial form as set forth in Exhibit "A" hereto ("Amendment"). The Amendment will list the specific Findings Report opportunities that Client has chosen to pursue, and will acknowledge that UCM will be compensated according to the terms of Paragraphs 5 and 6 of this Agreement. Client is under no obligation to pursue any of the opportunities described in the Findings Report. However, Client will remain obligated to pay UCM, pursuant to this Agreement, for any refunds, credits or Future Savings, including those that Client has elected not to pursue, that were identified in the Findings Report and that are thereafter obtained by Client.

5. **UCM's Compensation**. UCM's compensation will consist of the amounts set forth in both (a) and (b) below.

   (a) **Refunds or Credits**. If Client receives a refund or credit that was identified in the Findings Report, then Client will pay to UCM **42%** of the amount refunded or credited. The amount of the refund or credit for this purpose will include all amounts refunded or credited (including any portion attributable to interest) for any overcharges that were incurred by Client prior to the date that the overcharges no longer appeared on the Client's utility bill. Payment of UCM's **42%** compensation is due within 30 days of the date UCM mails an invoice to Client.

   (b) **Future Savings**. If Client obtains Future Savings that were identified in the Findings Report, then Client will pay UCM **42%** of such Future Savings that accrue during a Three-year Savings Period. "Future Savings" is the amount by which Client's charges on its Utility Accounts are reduced as a result of a change in the billing rate, calculation, method or procedure. Future Savings will be calculated as the difference between the amount Client was billed on its Utility Accounts during the Three-year Savings Period, and the amount that it would have been billed on its Utility Accounts during the Three-year Savings Period if there had been no change in its billing rate, calculation, method or procedure. The Three-year Savings Period begins on the date that the change in the billing rate, calculation, method or procedure is first reflected on Client's utility bill, and ends three years thereafter. UCM will submit invoices periodically to Client for payment based on the Future Savings as they accrue. The invoices will verify (a) that Future Savings have actually been realized by Client, and (b) the amount of such Future Savings. Payment of UCM's invoices is due within 30 days of the date the invoices are received by Client. The compensation under this subparagraph will not include compensation for Future Savings that are: (a) the result of a reduction in the amount of utility usage by Client, or (b) the result of Client's utilization of a different utility supplier that provides lower cost utility service.

   (c) **Client's Prior Knowledge of Basis For Refund, Credit, or Future Savings.** Client is not obligated to pay UCM pursuant to this paragraph for any refund, credit or Future Savings received by Client for which Client had submitted to the utility provider a written claim prior to the date of UCM's Findings Report. However, Client is obligated to pay UCM pursuant to this paragraph whether or not Client knew of the basis for the refund, credit or Future Savings

DRAFT

prior to the date of UCM's Findings Report, and whether or not Client's receipt of the refund, credit or Future Savings was the result of steps taken by UCM or others, including attorneys.

6. **Termination; Effect.** This Agreement will terminate 7 days after either party sends a written notice of termination to the other party. Upon termination, UCM will cease all work on behalf of Client. However, if termination occurs after UCM has sent its Findings Report to Client, then Client will remain obligated to pay UCM, pursuant to this Agreement, for any refunds, credits or Future Savings that were identified in the Findings Report and that are thereafter obtained by Client. UCM may continue to obtain and review Client's utility billing and other information following termination in order to periodically verify whether Client has obtained a refund, credit or Future Savings that was identified in the Findings Report.

7. **Release of Claims Against UCM.** Client acknowledges and agrees that UCM has made no express or implied representation or warranty that it will be successful in identifying or obtaining any refunds, credits, or Future Savings on Client's Utility Accounts. Client hereby covenants not to bring any action for damages against UCM that is based upon or relates to any failure by UCM to identify or obtain refunds, credits, or Future Savings to which Client was or is entitled.

8. **Late Payment Penalty.** If payment of any invoice is not received by UCM within 60 days of the date the invoice is received by Client, then interest on the amount owing will accrue, beginning on the 31st day after the invoice was mailed to Client, at the rate of 1% per month (prorated on a daily basis).

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

10. **Assignment.** UCM shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of UCM's interest in this Agreement without Client'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 Client's consent, no subletting or assignment shall release UCM's obligation to perform all other obligations to be performed by Contractor hereunder for the term of this Agreement.

DRAFT

UTILITY COST MANAGEMENT LLC	**ROSSMOOR COMMUNITY SERVICES DISTRICT**
_____	_____
Signature	Signature
_____	Sharon Landers
Print Name	Print Name
_____	General Manager
Title	Title
_____	_____
Date	Date

EXHIBIT A

AMENDMENT TO
UCM – CALIFORNIA SPECIAL DISTRICTS ASSOCIATION (CSDA)
AGREEMENT TO PROVIDE
UTILITY BILL ANALYSIS SERVICE

DRAFT

AMENDMENT TO
UCM – CALIFORNIA SPECIAL DISTRICTS ASSOCIATION (CSDA)
AGREEMENT TO PROVIDE
UTILITY BILL ANALYSIS SERVICE

THIS AMENDMENT to the agreement between Utility Cost Management LLC ("UCM") and Rossmoor Community Services District ("Client") dated November 10, 2026 ("Agreement"), is made and entered into on xx, by UCM and Client, as follows:

1. Paragraph 4 of the Agreement is modified to add the following provision:

   > Client hereby authorizes UCM to pursue [some] [all] of the XX electricity and water billing changes described in UCM's XX XX, presentation and Findings Letter submitted to Client, a copy of which is attached hereto as Exhbit "A". Client will compensate UCM for refunds and savings associated with the billing changes according to the terms described in Paragraphs 5 and 6 of this Agreement.

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

3. 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.

DRAFT

UTILITY COST MANAGEMENT LLC	ROSSMOOR COMMUNITY SERVICES DISTRICT
By: _____	By: _____
Name (print): _____	Name (print): _____
Title: _____	Title: _____
Date: _____	Date: _____

UCM Partial Client List: California Special Districts

Alameda County Mosquito Abt. District
Alameda County Water District*
Alpaugh Irrigation District
Alpine Fire Protection District
Antelope Valley Cemetery District
Apple Valley Fire District
Apple Valley Heights County Water District
Arden Manor Recreation & Park District
Arden Park Recreation & Park District
Aromas Water District
Arrowbear Park County Water District
Auburn Area Recreation & Park District
Bear Mountain Recreation & Park District
Bear Valley CSD
Beaumont-Cherry Valley RPD
Big Bear Airport District
Big Bear City Airport
Big Bear CSD
Biola Community Services District
Boron Community Service District
Borrego Water District
Burney Water District
Camarillo Health Care District
Castaic Lake Water Agency
Castroville CSD
Central Contra Costa Sanitary District
Channel Islands Beach CSD
Chico Area Recreation & Park District
Coalinga-Huron Recreation & Park District
Corcoran Irrigation District
Costa Mesa Sanitary District
Crescenta Valley Water District
Crestline Village Water District
Desert Lake CSD
Dublin San Ramon Service District
East Bay M.U.D.
Eastern Sierra Community Service District
El Dorado Hills CSD
El Toro Water District
Esparto CSD
Fall River Mills Community Service District
Fallbrook Public Utilities District
Feather Water District
Fern Valley Water District
Foothill Municipal Water District
Fresno Irrigation District
Fulton-El Camino Recreation & Park District
Gerber-Las Flores Community Services District
Goleta Sanitary District
Goleta West Sanitary District
Graton Community Services District
Greater Vallejo Recreation District
Greenfield County Water District
Grossmont Healthcare District
Hayward Area Recreation & Park District
Heritage Ranch Community Services
Hi-Desert Water District
High Valleys Water District
Kensington Fire Protection District
Kern County Cemetery District
La Habra Heights County Water District
Laguna Beach County Water District
Lake Don Pedro CSD
Lamont Public Utility District
Laton Community Services District
Leucadia Wastewater District
Little Rock Creek Irrigation District
Livermore Area Recreation & Park District
Los Alamos CSD*
Lower Lake County Waterworks District
McFarland Rec & Park District
Mesa Water District*

Continued next page ...

* Indicates clients for whom UCM performed 100% of Utility Bill Analysis as a subcontractor.

UCM Partial Client List: California Special Districts

...Continued

Tahoe City Public Utility District
Teapot Dome Water District
Thermalito Water & Sewer District
Three Valleys Municipal Water District
Triunfo Sanitation District
Tuolumne Recreation & Park District
Twain Harte Community Services District
Twentynine Palms Water District
Union Sanitary District
United Water Conservation District
University of California, Berkeley
Valley Center Municipal Water District
Valley-Wide Recreation & Park District
Vandenberg Village CSD
Ventura Port District
Ventura River County Water District
Victor Valley Wastewater Reclamation Authority
Visalia Publich Cemetery District
Wasco Recreation & Park District
West County Wastewater District
West Kern Water District
West Side Rec & Park District
Western Municipal Water District
Yuima Municipal Water District

* Indicates clients for whom UCM performed 100% of Utility Bill Analysis as a subcontractor.

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM C-7

Date: November 5, 2026

To: Personnel and Contract Administration Committee
Jo Shade, Chair
Michael Maynard

From: General Manager Sharon Landers

Subject: DISCUSSION REGARDING ROSSMOOR COMMUNITY SERVICES DISTRICT AGREEMENT WITH DISABILITY ACCESS CONSULTANTS (DAC)

RECOMMENDATION

It is recommended that the Rossmoor Community Services District (RCSD) Personnel and Contract Administration Committee review and discuss terms of the agreement with Disability Access Consultants (DAC).

BACKGROUND

DAC experience and services

Disability Access Consultants (DAC) assists members of the California Joint Powers Insurance Authority (CJPIA) with ADA compliance at a discounted rate. DAC has worked with joint powers authorities since 2000 and currently provides the following services:

- Facility inspections
- Policy review and development
- Transition plans
- Public rights-of-way surveys
- Consultations

Inspections and barrier removal

Inspections will identify existing or potential accessibility barriers under applicable federal and state accessibility standards and regulations. Following the inspections, DAC will help RCSD develop a realistic, cost-effective schedule for removing barriers over time, using programmatic solutions where available.

FISCAL IMPACT

CJPIA is offering to cover up to $20K of costs for ADA assessments. The cost for the assessment is estimated to be $16.5K, making this a cost neutral review of the District's potential ADA needs.

ATTACHMENTS

1. DRAFT Agreement

Rossmoor Community Services District

Proposal for Accessibility Services

AMERICANS WITH DISABILITIES ACT (ADA) SELF-EVALUATION AND TRANSITION PLAN

October 23, 2026

Disability Access Consultants, LLC
2862 Olive Highway, Suite D
Oroville, CA 95966

COVER LETTER

October 23, 2026

To: Sharon Landers
General Manager
Rossmoor Community Services District
3001 Blume Drive
Rossmoor CA 90720
(562) 430-3707 slanders@rossmoor-csd.org

Re: Americans with Disabilities (ADA) Self-Evaluation and Transition Plan Proposal

Firm Information: Disability Access Consultants, LLC (DAC)

Headquarters: 2862 Olive Highway, Suite D
Oroville, CA 95966
tmahoney@dac-corp.com
Phone: 1-800-743-7067

We appreciate the opportunity to submit our statement of qualifications and proposal for providing consultant services for an Americans with Disabilities Act (ADA) Self-Evaluation and Transition Plan for the Rossmoor Community Services District public facilities, parks and parking.

Under Title II of the ADA, the Rossmoor Community Services District is required to have a current Self-Evaluation and Transition Plan. Title II entities, such as the Rossmoor Community Services District, may be at significant risk for claims and litigations by not having a current plan. Also, recent audit and enforcement activities by the DOJ, FHWA, CalTrans and HUD have shown that cities and other Title II entities under the ADA, potentially can have their federal pass-through funding delayed or lost if they do not have an updated and comprehensive ADA Self-evaluation and Transition Plan.

Disability Access Consultants, LLC (DAC) has extensive experience in the evaluation of program and facility accessibility and provides a full continuum of Americans with Disabilities Act (ADA) and accessibility services for public entities, such as the Rossmoor Community Services District. Founded as a California corporation and woman owned business in 1998, DAC has provided services for the past 28 years to assist public entities to comply and implement accessibility requirements in accordance with the ADA, Title 24 of the California Building Code, Section 504 and related federal, state and local disability-related nondiscrimination laws and regulation.

DAC has conducted over 35,000 building inspections, surveyed thousands of parks and playgrounds, surveyed over 45,000 miles of public rights-of-way and performed hundreds of programmatic reviews and self-evaluations to study the accessibility of programs, services, activities, events and related areas. DAC has a comprehensive understanding of applicable standards, regulations and requirements under Title II of the ADA, California Building Code and related state accessibility standards. DAC has completed hundreds of similar studies.

To provide for easy management of the transition plan and documentation of compliance efforts, DAC has developed web-based software called DACTrak. DACTrak is a powerful tool to manage and update the transition plan, project costs and document progress. Custom reports can be printed in a variety of formats.

Respectfully submitted by Tim Mahoney, General Manager



FIRM ORGANIZATION AND DESCRIPTION OF QUALIFICATIONS

Since Disability Access Consultants was founded in 1998, DAC has provided services to assist public entities to comply and implement accessibility requirements in accordance with the ADA, Title 24 of the California Building Code, Section 504 and related federal, state and local disability-related nondiscrimination laws and regulations. DAC has extensive experience in the evaluation of program and facility accessibility and provides a full continuum of Americans with Disabilities Act (ADA) and accessibility services for public entities, such as the Rossmoor Community Services District.

As our founder, Barbara Thorpe, worked with a public entity for 20 years as the ADA Coordinator, 504 Coordinator, and Director of Planning and Compliance, she has extensive experience working with individuals with disabilities and organizations representing individuals with disabilities. In addition, she has collaborated with individuals with disabilities and organizations that represent individuals with disabilities in a facilitative manner that has benefited city and town governments during her work with other municipalities. Barbara and the DAC team members have demonstrated the ability to engage and interact with individuals and organizations to assist with prioritization, long range planning and implementation of the ADA plan.

DAC has a team of more than 25 staff, with our Senior Director of Accessibility Services Michael Boga holding CASp Certificate #152 and our Director of Accessibility Services Candice Pursch holding CASp Certificate #1140. Our team is dedicated to assisting public entities, such as the Rossmoor Community Services District, with ADA compliance. DAC has a comprehensive understanding of applicable standards, regulations and requirements under Title II of the ADA, California Building Code and related state accessibility standards.



DAC has a reputation for being responsive to the client's needs, providing on-time project completion within budgets. DAC has a proven track record for comprehensive experience in conducting ADA Self-Evaluations and Transition Plans, implementation and related services.

DAC is currently assisting the California Joint Powers Insurance Authority (CJPIA) members, of which the Rossmoor Community Services District is a member, to assist members with ADA compliance at a discounted rate. DAC has been assisting several Joint Power Authorities since 2000 and currently provides updates, consultation, plan reviews and expert witness services. DAC has worked with public entities of all sizes, from one site to 506 sites. Members of the DAC team have also served as expert witnesses to assist public entities to defend their current practices and ADA plan. DAC has only served on the side to assist public entities to defend their practices and plan and has never assisted with litigation against a public entity. Our mission statement and philosophy embrace the enhancement and assistance to our clients to build an ADA accessibility plan while documenting previous and current compliance methods. Over the 28 years of serving our clients, DAC has demonstrated financial stability, staff stability and has a no claims insurance record.

DAC provides a full continuum of professional services that include, but are not limited to:

- Facility inspections
- Self-evaluations for ADA and Section 504 of the Rehabilitation Act
- Policy review and development
- Transition plans
- Public rights-of-way surveys
- Consultation
- Accessibility compliance intake and management software – DACTrak

- DACTrak training to conduct your own inspections
- Expert witness services
- Plan reviews
- ADA Plan implementation assistance and consultation
- Outdoor developed and recreational areas (pools, parks, trails, camping areas)
- ADA Playground inspections

DAC utilizes the appropriate standard(s) for the inspection that may include, but is not limited to:

- ADA Standards
- California Building Code
- ADA-ABA
- UFAS
- ANSI
- Section 504 of the Rehabilitation Act
- Outdoor developed and recreational standards
- National Playground Safety Institute (NPSI) standards
- PROWAG – Federal Public Rights-of-way Guidelines
- Federal Highway Administration's Manual on Uniform Traffic Control Devices (MUTCD)

Our firm stands out in the public entity arena due to proven performance in a wide range of services, from programmatic and policy reviews, facility inspections, transition plans, consultation, plan reviews and expert witness services. We excel at providing a comprehensive assessment of our clients' current status by preparing a study of all areas related to accessibility in different departments to document ongoing compliance.

Innovative Tools, Strategies and Best Practices

Based on experience and knowledge of the accessibility field and best practices, DAC continues to develop innovative methodologies, easy to use ADA management tools, and proven, successful strategies for evaluating programs, services, activities, events, facilities, parks and public rights-of-way. DACTrak was developed by DAC for the purpose of easy and useful importing and management of the accessibility data collected in the field. DACTrak is interactive web-based software and is not an enhanced Excel spread sheet. The ability to collect, compile, analyze and use report data in a practical format was one of the driving forces to develop the DACTrak intake and management software.

Our DAC accessibility management software, DACTrak, provides our clients with a powerful management tool to document compliance, project costs, print custom reports and record progress. DACTrak is not an Excel spreadsheet, but actual software that has been developed by our company to assist with the implementation and documentation of the District's ADA plan and provides photographs of as-is site conditions, which has proved to be valuable documentation. Findings and recommendations, in addition to other data are preloaded into the DACTrak software. As DAC owns and licenses the DACTrak software, we can make custom modifications for our clients.

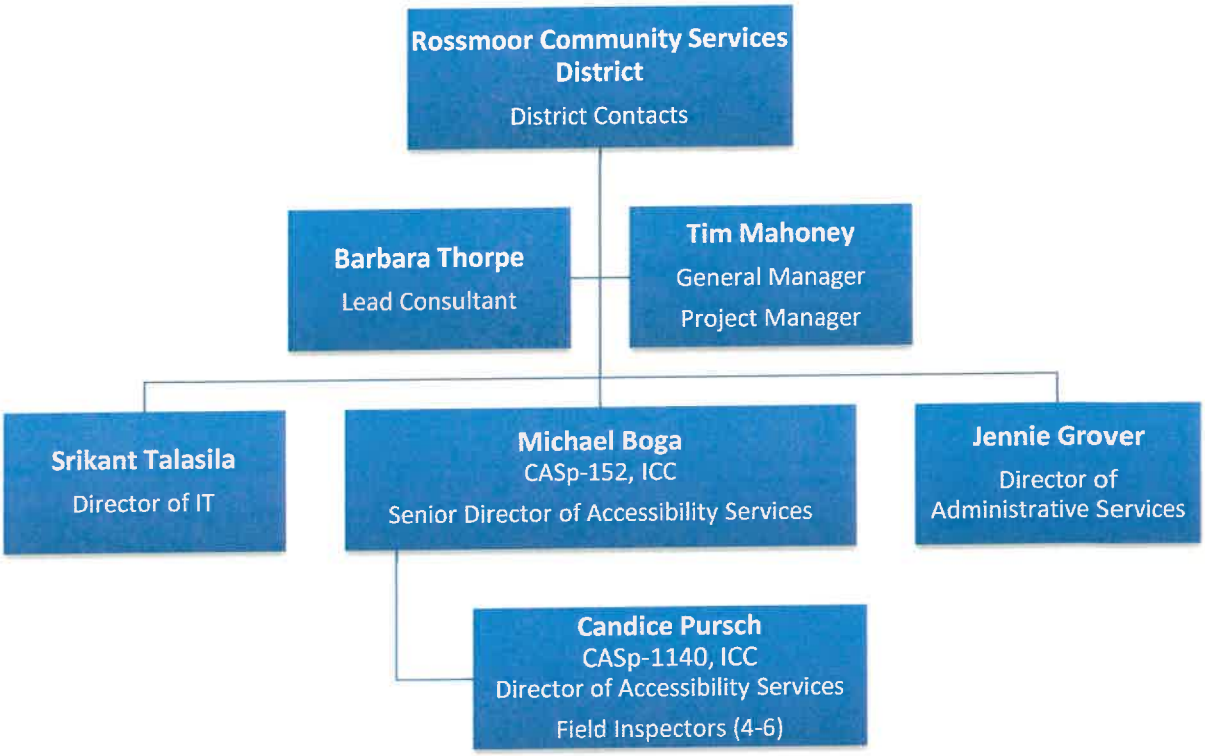
DACTrak Accessibility Management Software

The accessibility management software is included at **no cost** to the District for the first year as the cost is paid by the CJPIA. If the District decides to continue with the use of the online management software after the initial year, the cost is $2,000 and includes unlimited seat licenses. The use of the DACTrak software includes the storage and maintenance of the data. If the District decides not to continue to use the online DACTrak Accessibility Management System to maintain, update and document compliance of the ADA plan, the data can be transferred to an Excel spreadsheet or an alternate format. DAC has found that usable and easy to manage software (instead of Excel spreadsheets) is imperative to maintaining and updating the ADA plan.

Reports can be customized using categories, and findings may be organized as demonstrated in the screen shots of the DACTrak software included in the supplemental materials Appendix.

PROJECT TEAM STAFFING AND RESUMES

DAC has a dedicated team of twenty-five professionals with backgrounds in administrative leadership roles with public entities, construction and code enforcement. DAC is an equal opportunity employer and our team composition includes minority and veteran representation. The team has worked together on numerous ADA compliance projects with City and Town governments, Park Districts and public entities. DAC works with several large JPA's and insurance pools to assist public entities with ADA compliance.



The DAC team has a proven record of providing on-site services in a collaborative and efficient manner. DAC has experienced team members who have worked with public entities for successful and on-time completion of numerous projects. Necessary staff members have ICC, NPSI, and CASp certification. A CASp certified Team Leader will be involved with the project and field evaluations. The project team is organized to provide a representation of skills needed to accomplish the project objectives. In addition, teams that have worked together previously will be assigned to the Rossmoor Community Services District project.

Barbara Thorpe, M.Ed., Lead Consultant

Barbara will serve in the leadership role regarding the ADA self-evaluation of programs, services, activities and events along with the review of policies and procedures. The public input process will be coordinated by Barbara in collaboration with the District. Barbara has 19 years of experience in public entity administration prior to founding DAC in 1998. With an additional 28 years of experience with DAC working with school districts, city, town and county governments nationally, Barbara provides unparalleled understanding of the application of the Americans with Disabilities Act and related legislation for accessibility compliance.

In addition to assisting public entities with compliance with the ADA, Barbara has conducted compliance reviews for the California Department of Transportation (Caltrans) and the Department of the Interior to audit for compliance with the ADA, Section 504 of the Rehabilitation Act and related civil rights laws and regulations. Barbara has served as an expert witness for the Department of Justice, Office of the Attorney General. Additionally, Barbara is a licensed occupational therapist. Barbara served on the Division of State Architect Advisory Board and served as the vice-chair for the

DSA Access Compliance Committee. Barbara has successfully spearheaded and completed over 400 public entity self-evaluation and transition plan projects that are similar to the Rossmoor Community Services District project.

Michael Boga, B.A. Education, California Certified Access Specialist (CASp #152), ICC Accessibility, Usability and Plans Examiner
Senior Director of Accessibility Services and Quality Control
As manager of the production and the field survey teams, Michael brings a unique blend of experience in the building industry along with his understanding of individuals with disabilities to the accessibility team. Michael is a certified accessibility specialist through the International Conference of Building Officials (ICC), certified in Accessibility, Usability and Plans examination and is a California Certified CASp inspector (# 152). Michael has completed the updated DSA courses regarding the California Building Code. Michael has provided numerous staff development sessions to public entities regarding accessibility requirements for facilities, parks and public rights-of-way. If requested, Michael would provide training, assist with plan reviews and review new construction and renovations completed for compliance. Michael has worked on over 400 projects that are similar to the Rossmoor Community Services District ADA Self-evaluation and Transition Plan project.

Candice Pursch, A.S. Building Inspection Technology, California Certified Access Specialist (CASp #1140) ICC Accessibility, Usability and Plans Examiner, Accessibility Trainer
Director of Accessibility Services
Candice's 21 years of experience with DAC includes accessibility surveys of thousands of public facilities while employed by DAC as an accessibility specialist. Her educational background includes a degree in Building Inspection Technology from Butte College and coursework in Architectural Project Management at California State University with emphasis on construction plans and specifications, construction materials and systems, building codes, construction graphics and architectural design. Candice is a California Certified Access Specialist (CASp #1140). Candice has completed the updated DSA courses regarding the California Building Code that include CBC Amendments, Plan Review, Accessible Public Housing Regulations, Transient Lodging, Housing and Social Service Enter Establishments. Candice also has International Code Council (ICC) Certification for Accessibility, Usability and Plans Examiner. Candice is a Certified Combination Building Inspector. As a volunteer for Habitat for Humanity, Candice volunteers to help build residential homes. Candice provides oversight of accessibility specialists and performs quality control checks.

Jennie Grover, B.A. Corporate Communications
Director of Administrative Services
Jennie has worked in administration for DAC for the past 19 years. Jennie draws on her experience in technical writing to provide leadership and management of the production and technical writing team, organizing the completion of technical reports, as well as managing production schedules, staff and timelines. Jennie also organizes the process and procedure for providing opportunities for public input, as well as collecting and compiling the information received into the self-evaluation and transition plan. Jennie also provides training and help desk support for DACTrak users.

Tim Mahoney, B.S.
General Manager, Project Manager
As DAC Project Manager, Tim will coordinate activities and schedules and report to the District's Project Manager or designee. Tim brings twenty-eight years of executive management experience in consulting, IT, manufacturing and the construction industries. Additionally, Tim has provided program development and management for members of professional associations for twenty years. Tim has also assisted in the design and construction of hundreds of ADA, CPSC and ASTM compliant outdoor recreation areas. As General Manager of DAC, Tim conducts quality assurance project management reviews and helps ensure contract fulfillment. Tim also provides ADA and Section 504 compliance consultation services for public entities, and staff training and development activities for public entities, businesses, and associations.

Srikant Talasila, M.S. Computer and Internet Applications
Director, Information Technology
Srikant has worked in DAC's IT Department for the past 19 years and has a total of 26 years in the field of Information Technology, holding a master's degree in Computer Science. Srikant is very proficient in numerous software technologies, including but not limited to all modules of .Net, Java, SQL Server and Oracle. Srikant is also a Microsoft Certified Azure Solutions Architect Expert. Srikant oversees DAC's entire IT department, including infrastructure and applications, as well as managing and overseeing all stages of the development lifecycle for new software. In addition to maintaining existing software, Srikant also ensures that all necessary software updates and version enhancements are completed. Srikant also oversees the maintenance of all hardware and verifies that all reported IT related issues are resolved quickly and efficiently.

SUBCONSULTANTS

DAC does not use subcontractors or subconsultants, as DAC prefers team members that have direct accountability and training by DAC to provide seamless project delivery and interaction with District staff.

SCOPE OF WORK

DAC understands that the District is seeking a qualified firm to inspect, evaluate and prepare reports identifying potential barriers in the District-owned buildings, parks and parking lots.

The inspections will identify barriers or potential barriers in accordance with applicable Federal and State accessibility standards and regulations. In addition, it is understood that DAC will assist the District in developing a schedule for barrier removal over time in a cost effective and realistic manner, using programmatic solutions where available.

To successfully complete the project activities in a timely manner, DAC will work closely and collaboratively with the Rossmoor Community Services District without imposing unnecessary interruptions or burdens to staff. During the past 28 years, Barbara Thorpe and her team have developed ongoing working relationships with City, Town and County governments and special districts and have worked diligently to have clear lines of communication.

DAC has the extensive knowledge and experience with all Federal and State regulations during the past 28 years in business, that includes, but is not limited to the ADA up to and including the current 2010 Americans with Disabilities Act Standards (ADAS), 28 Code of Federal Regulation (CFR) 35, Title 24 California Building Standards Code, Title II of the ADA, PROWAG, MUTCD, Section 504 and related Federal and State Standards and Regulations.

Value Added Items to Enhance the Project at No Additional Cost or that Provide a Cost Savings

In addition to the above understandings and confirmations, DAC has found through its experience of working with City, Town and County Governments and Joint Power Authorities, such as the California Joint Powers Insurance Authority, of which the Rossmoor Community Services District is a member, that certain other items enhance the level of success and implementation of ADA Transition Plans and Self-Evaluations by public entities.

The California JPIA offers a discounted price to its members that has been negotiated with DAC. The California JPIA is also assisting members, such as the District, with costs for selected services for ADA compliance.

The use of DACTrak by District staff to process reports and manage the information to implement and document the plan may assist the District to more efficiently and effectively achieve the District's project objectives and will provide longevity to the plan.

As an additional value at no cost, DAC provides at least one photograph of each noncompliant accessible item or element, a record number for reference, estimated costs and other features to assist with the implementation of the Transition Plan. To provide for easy management of the transition plan and documentation of compliance efforts, DAC has developed online software called DACTrak. DACTrak is a powerful tool to manage and update the accessibility plan, project costs and document progress. Custom reports can be easily prepared, printed and saved in a variety of formats.

DAC includes the following additions at no additional cost:

- Noncompliant findings and recommendations are included in the DACTrak software
- One or more photographs of each noncompliant finding are included
- Additional photographs can be viewed of the noncompliant item by one click
- DACTrak provides a method to schedule and track the barrier removal
- Documentation of progress and compliance using the progress reporting feature of DACTrak
- Priorities can be established and further refined using DACTrak

DACTrak provides for an organized input method that captures all the information gathered from the site inspections with photographs for each noncompliant finding. All the field information is captured in a web-based software package and provides for "green" data collection and avoids paper and pencil checklists and unorganized photographs. DACTrak can also be used on a tablet pc to add new facilities and update compliance assessments and transition plans.

DAC has also found that having usable "software" and not just a database is very important to be able to easily manage and update the transition plan. Our extensive experience with clients needing to have an easy-to-manage and update plan was the catalyst for DAC to develop our DACTrak software for use by our clients. Thus, other critical issues include:

- Software to update and manage your Transition Plan
- The ability to document progress and barrier removal
- The ability to print custom reports
- The ability to update the plan "automatically" when codes change without re-inspecting sites
- The ability to project costs
- The ability to add or delete facilities

DAC's collection of actual measurements of as-is conditions and GIS information for exterior amenities another value-added item. The collection of an as-is condition is an asset to allow the user to make an informed decision based on an actual measurement. For example, if a "yes" or "no" approach is utilized to indicate if an item is compliant, the user may not know what the actual level of noncompliance is and would not be able to set a priority or severity rating. If codes change, the information collected can be re-processed without the need to re-inspect, thus providing longevity of the plan and internal capacity of the District in a cost-effective manner.

SCOPE OF WORK OVERALL PHASES

DAC proposes to execute the project in two phases. Detailed activities and deliverables are provided in the following scope of work description.

Phase I: Study and Evaluation - Self-Evaluation/Facility Survey/Barrier Assessment

a) DAC will conduct an initial project kick-off meeting, if requested, with selected Rossmoor Community Services District staff to establish roles and lines of communication, refine project goals, review the overall project schedule, schedule surveys of Rossmoor Community Services District facilities and identify key Rossmoor Community Services District personnel related to the project scope. Initial self-evaluation activities will be completed during this step.
b) The initial orientation meeting should include an assessment of previous compliance activities and areas of current or potential litigation. The review of compliance activities and high priority areas will assist with the development of an overall project plan. The review and documentation of prior initiatives will also build a more defensible plan if the District is challenged by litigation.
c) DAC will conduct field surveys of the buildings, parks and facilities listed in the proposal.
d) Surveys will identify all physical barriers (interior and exterior) including the path of travel in and around the facility in accordance with Title 24 of the California Building Code and the ADA Standards (previously referred to as ADAAG).
e) DAC currently provides geographical information (latitude and longitude) for each identified exterior barrier on the District sites that can be incorporated into the District's Geographical Information System (GIS).
f) As required by the ADA, the 2010 ADA Standards will be compared with state codes (Title 24 of the California Building Code) and the standard that provides the greater level of accessibility utilized. As DAC collects as-is field conditions and records all information, data can be reprocessed if codes change without conducting a re-inspection, thus resulting in a significant savings when codes change and the plan needs to be updated.
g) Assessments and reports will include a high degree of detail with photographs, code references, and cost estimates. The DACTrak software and reports will include additional specifics, such as as-built dimensions, progress reports, additional prioritizations, preset reporting features and other custom reports. Reports will be delivered in the format requested, and reports will also be available using DACTrak. The inclusion of photographs showing the as-is condition has proven to be valuable assistance to clients in the formulation of the decisions regarding barrier removal priorities. The DACTrak software provides an easy-to-use accessibility management platform that exceeds the ability to manage the plan by hard copies and binders. The assessment report of each facility will include cost estimates to correct deficiencies in accordance with the ADA, Title 24 of the California Building Code.
h) Barriers are identified by building, floor, or location and given a unique identifier record number to assist with navigation in the accessibility software and location of the finding and recommendation by area and site. Estimated applicable costs will be given by item and element in accordance with industry standards. Costs can be easily adjusted to adhere to any cost estimates the District may utilize.
i) Physical access problems that require structural solutions will be documented in the Compliance Assessment/Transition Plan. The proposed method for removal will be provided. The transition plan will identify physical barriers that may limit accessibility of District programs, services or activities for individuals with disabilities. The schedule for removal of barriers and appropriate timelines will be developed in consultation with the District.
j) The field survey information will be presented to the District staff using the DACTrak online accessibility management system. Many different types of reports will be available for the District. Feedback will be incorporated as appropriate.
k) The survey data will be compiled into a Transition Plan which will identify actual as-is conditions and prioritize current barriers, provide a schedule for barrier removal, as well as establish

procedures for addressing future accessibility issues. The Transition Plan data is able to be exported to Excel or PDF formats. The Transition Plan data will include photographs, findings, recommendations, code references, estimated costs, priority settings (in addition to prioritized report) in accessibility software for accessibility management. Photographs and GIS coordinates are valuable for the development of the transition plan.

l) DAC will assist the District to solicit input from members of the community and persons with disabilities. Methods that can be utilized to solicit public input may include notices, information on the website and surveys.

m) A Digital Accessibility review will be completed. Understanding what the current status of District's action plans are for the accessibility requirements its website, digital documents, third party software and social media will be explored.

n) The Transition Plan data will be provided using DACTrak which has management, monitoring, and online tracking tools that allow staff to manage current and future accessibility issues, update the deficiency status, and generate reports to show progress in meeting the Transition Plan requirements.

Phase II: Implementation Phase - Transition Plan Development

a) DAC can collaborate with the District to develop a comprehensive ADA Self-Evaluation and Transition plan for facilities, buildings and parks

b) DAC will meet with the District to review the draft document and incorporate any comments, changes or feedback.

c) DAC will prepare and produce a second draft if necessary with a detailed description of the barrier and the proposed method for barrier removal.

d) DAC will train the District in the use of the DACTrak online accessibility management system to prepare reports as well as update and manage the ADA Plan.

e) DAC will provide an executive summary of the project.

f) DAC will provide the District with DACTrak, an online monitoring, tracking, and management system at project completion. DACTrak allows users to review and update progress in barrier removal, and to generate many different styles of reports to document progress. DACTrak contains one or more integrated photographs that are attached to the finding, eliminating the need to reference another area or report supplement. DACTrak is an actual accessibility management software, not just electronic database of items contained in the Facility Survey Report. DAC has found that an electronic database or Excel format does not provide the District with a tool containing integrated photographs needed to implement the plan, set priorities, make notes and print custom reports. If the District does not want to use the software, the data can be placed in an Excel spreadsheet.

- DAC will provide a subscription of DACTrak to the District to manage all of the field data collected, print custom reports, document progress, estimate costs and perform other management functions;
- Data collected will be the property of the District should the District decide for any reason not to continue to use the DACTrak accessibility intake and management software system;
- The California JPIA, of which the District is a member, has an agreement with DAC to pay for the use of DACTrak for the first one-year period;
- DACTrak will include and provide correlation with field data collected, reports, transition plans, drawings, code references, estimated costs and photographs for each noncompliant accessibility item or element;
- Reference maps for GIS information will be provided in addition to a linked mapping system for each item; DACTrak provides a description, location and record number for each barrier that allows the user to access the information and location

g) DAC will provide District staff with training regarding ADA Compliance from both a programmatic and administrative point of view and also for facility management and maintenance.

Cost Proposal

1. Total estimated cost for the following District facility/park inspections: **$16,500**
   1) Rossmoor Park: Rossmoor Park, Community Center along with park, parking, playgrounds, athletic fields and equipment
   2) Rush Park: Rush Park, Community Center and Auditorium along with playgrounds or athletic fields and equipment.
   3) Montecito Center

Cost Summary

1. Total estimated cost for Facility/Park inspections (AL-2):	$16,500
a. Less AL-2 assistance funding provided by CJPIA	($16,500)
Total AL-2 Cost AL-2 to Rossmoor Community Services District	**$0.00**
2. AL-3 cost: review of policies, procedures, programs & public input assistance:	$5,000
a. Review of Programs, Policies and Procedures and Public Input Process.	
b. Less AL-3 Assistance Funding provided by CJPIA	($5,000)
Total AL-3 to Rossmoor Community Services District	**$0.00**
3. DACTrak Licensing is paid for by the CJPIA in year one.	$2,000
a. Less CJPIA DACTrak Assistance	($2,000)
b. Year 2 and beyond DACTrak licensing is $2,000/year.	
Total DACTrak Cost to Rossmoor CSD in Year 1	**$0.00**

**Total AL-2 and AL-3 Assistance provided by CJPIA: $23,500*

SCHEDULE: SCOPE OF SERVICES SUMMARY BY ESTIMATED TIMELINES

Based upon experience, a project milestone chart is provided in months. It is estimated that the project will be completed in six (6) months or sooner. The chart below is a summary of major milestones and is not necessarily representative of all of the individual project activities.

Scope of Service –Activity or Task	1	2	3	4	5	6
DAC team meetings with District; survey methodologies, deliverables and schedule confirmation	■					
Project planning, scheduling, procedures review	■	■				
Field inspection data compiled	■	■	■	■		
Public input and community outreach		■	■	■		
Draft self-evaluation of services, policies, programs and practices				■	■	
Final draft					■	■
Deliverables completed and presentation to the District					■	■

Consultant Responsibilities

DAC will arrange all project management activities for an efficient process to develop the ADA Transition Plan and provide the District with an anticipated project schedule prior to commencement of work.

DAC will perform all work in conformance with current District policies and procedures and carry out the instructions received from the District, in cooperation with other, District approved and involved agencies.

DAC has the financial, operational and staff stability to complete a quality and comprehensive project on time. DAC has no adverse conditions.

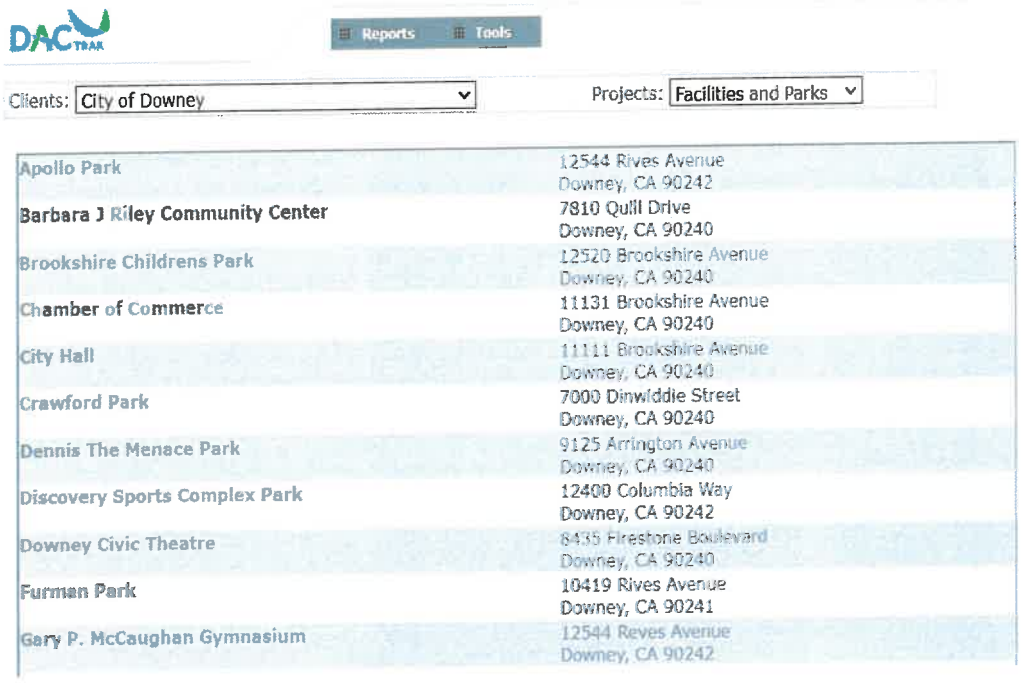
Background Checks and Fingerprinting

All employees of Disability Access Consultants have cleared background checks. DAC has FBI and DOJ clearances on file for DAC staff. We have conducted studies for school districts, state and local governments, the Federal Government, Judicial Chambers and Correctional Institutions that require background checks. DAC has found that background checks are important especially in situations where inspection staff may be working near children, and are required in certain situations.

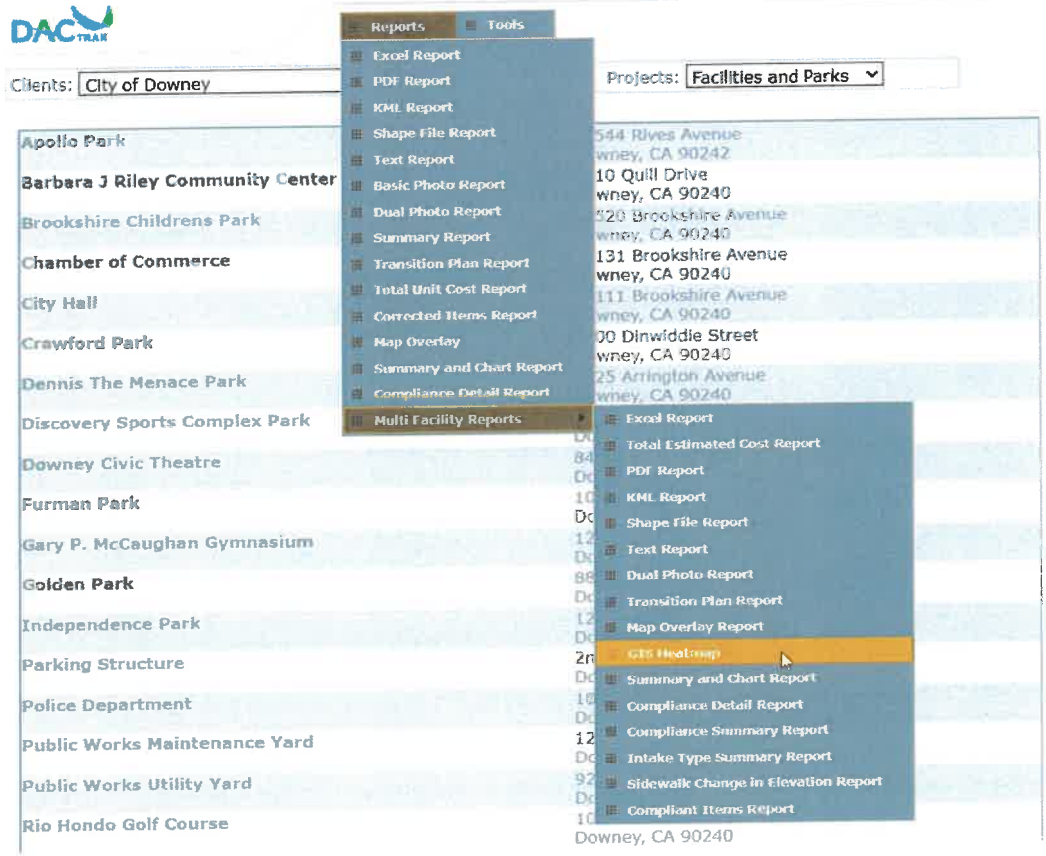
Supplemental Materials

Sample DACTrak Screen Shots and Information

These samples are generated from the DACTrak Accessibility Management web-based software program. The following screen shots are recent examples generated from the DACTrak Accessibility Management online software program prepared for several public entity clients.

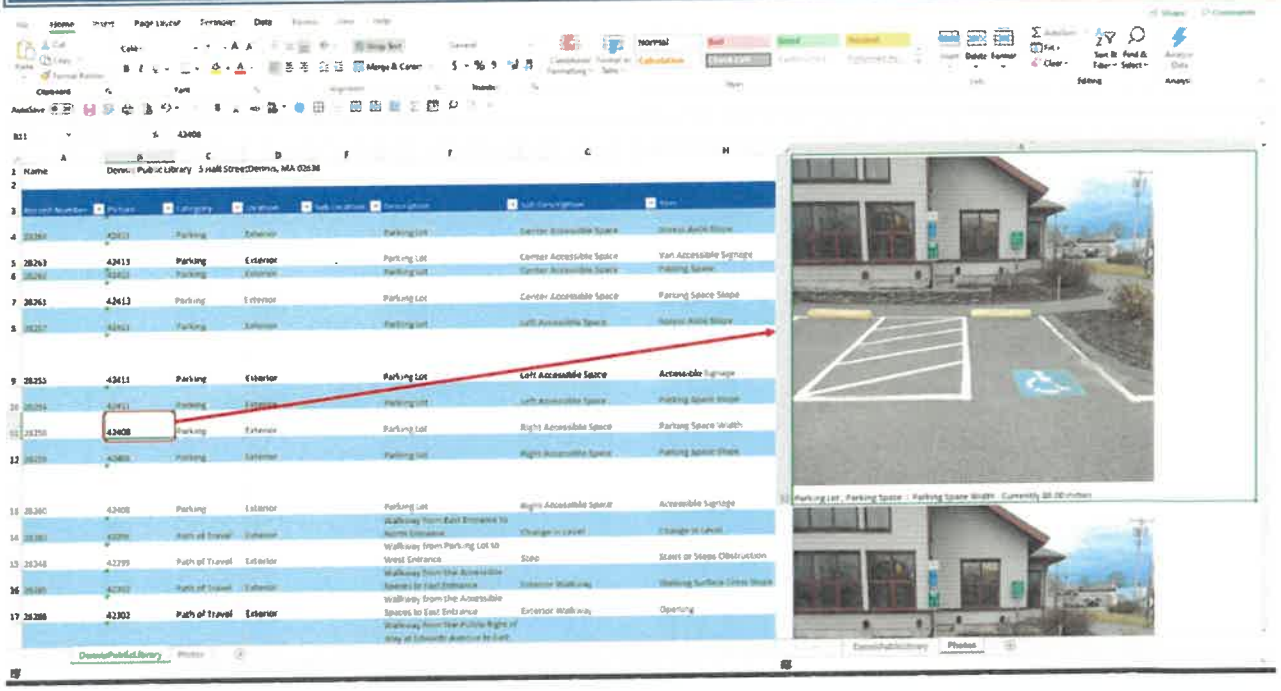


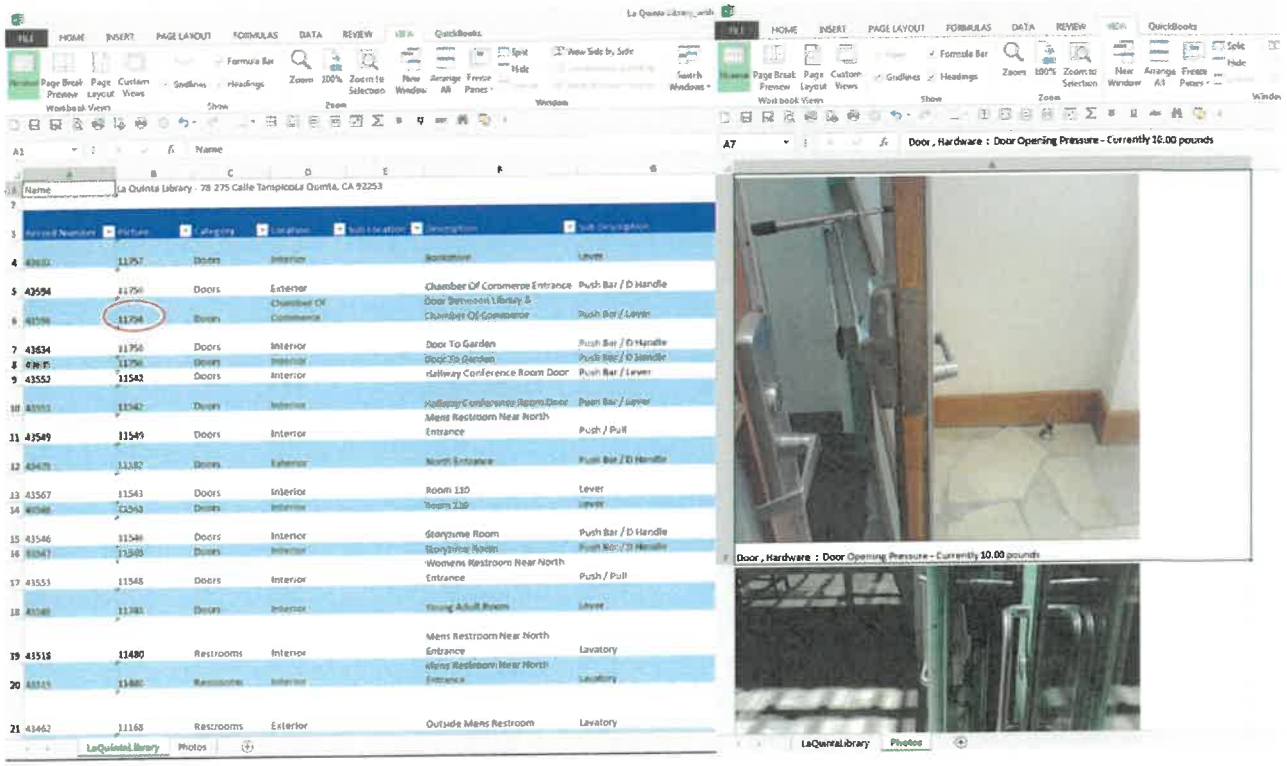
Upon logging in to the secure DACTrak website, you are able to choose the facility you would like to view and manage. This screen shot is an example of a facility list for a recent public entity transition plan project.



After choosing a facility, you are able to use Reports drop down menu to choose which report style to view. You may also choose to view multiple facilities in one report.

The Single Finding and Dual Finding Photo Reports may be exported to an Excel workbook for easy management of the transition plan data. The Excel workbook exports into a pre-formatted table with the filter function atop each data column. The report is a fully functioning Excel spreadsheet that may be sorted, filtered and manipulated by the user. The column for Picture identification numbers includes cells that are live links to the second tab of the workbook which contains report photos. Clicking the cell for a particular report finding will bring up the associated picture on the Photos tab.





This screenshot is an example of a finding page in a Single Finding Photo Report. This type of report shows the user the finding, with accompanying recommendation to correct the non-compliant item, the associated photo, code reference(s), estimated cost to remove the barrier, and any progress that has been added to update the transition plan.

City Hall

Parking : Parking Space Length

Parking Lot Next To Police Department

Center Accessible Space

Finding

The accessible parking space does not meet the minimum requirement for length.

On-Site Finding 196.00 inches

Recommendation

Re-stripe the accessible parking space.

Recommendation At least 216.00 inches

Estimated Cost

Re-stripe existing parking space $350



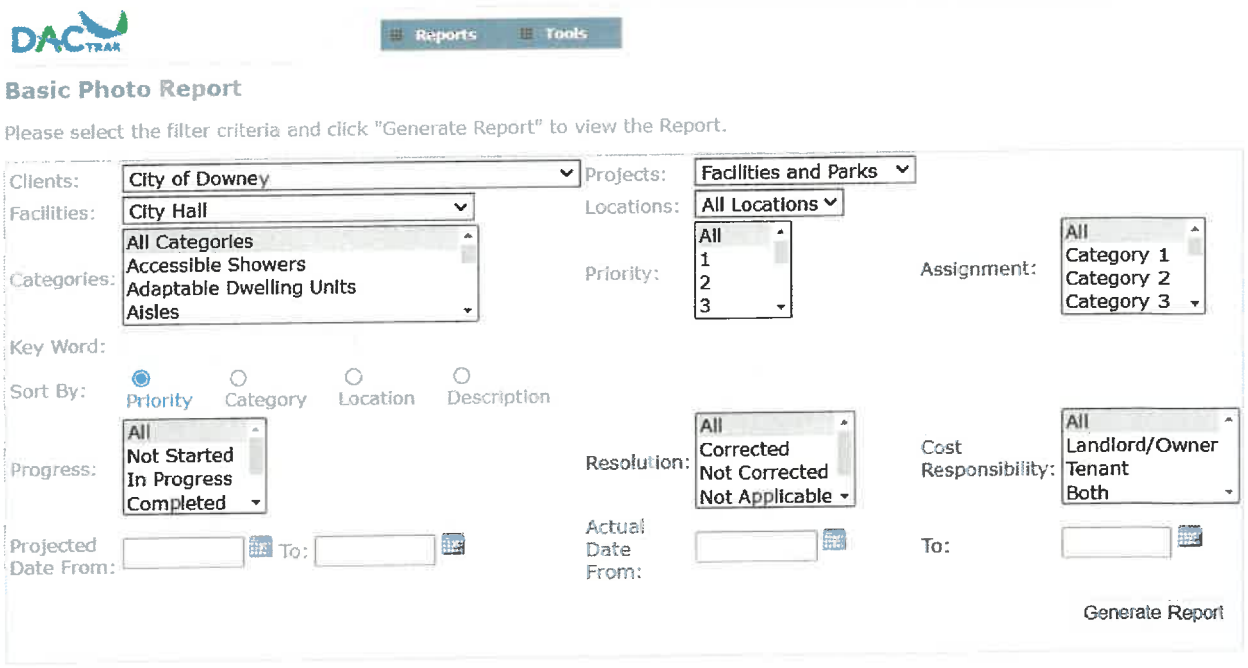
Code Reference CA 11B- 502.2

Progress

Record Number	410258	**Resolution**	Not_Set
Progress	Not_Started	**Priority**	Four
Actual Date		**Projected Date**	06/30/2022
Actual Cost	$0.00	**Contractor**	
Comments	No Comments		
Assignment	Not.Set	**New Value**	0
Designated Staff			

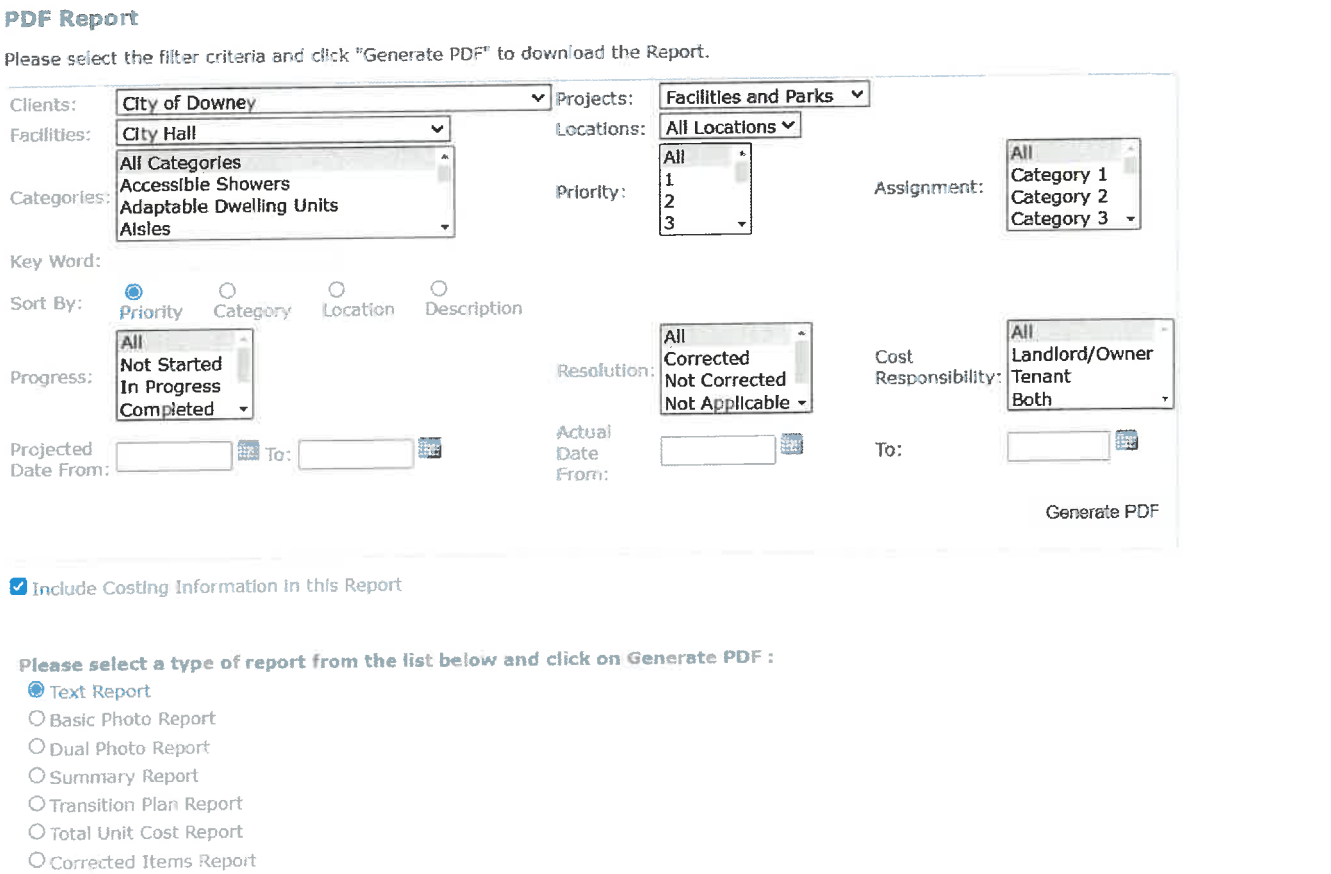
Reports Sort and Filter Panel

Users are able to customize the report that is generated by making selections in the drop down menus and choice fields.



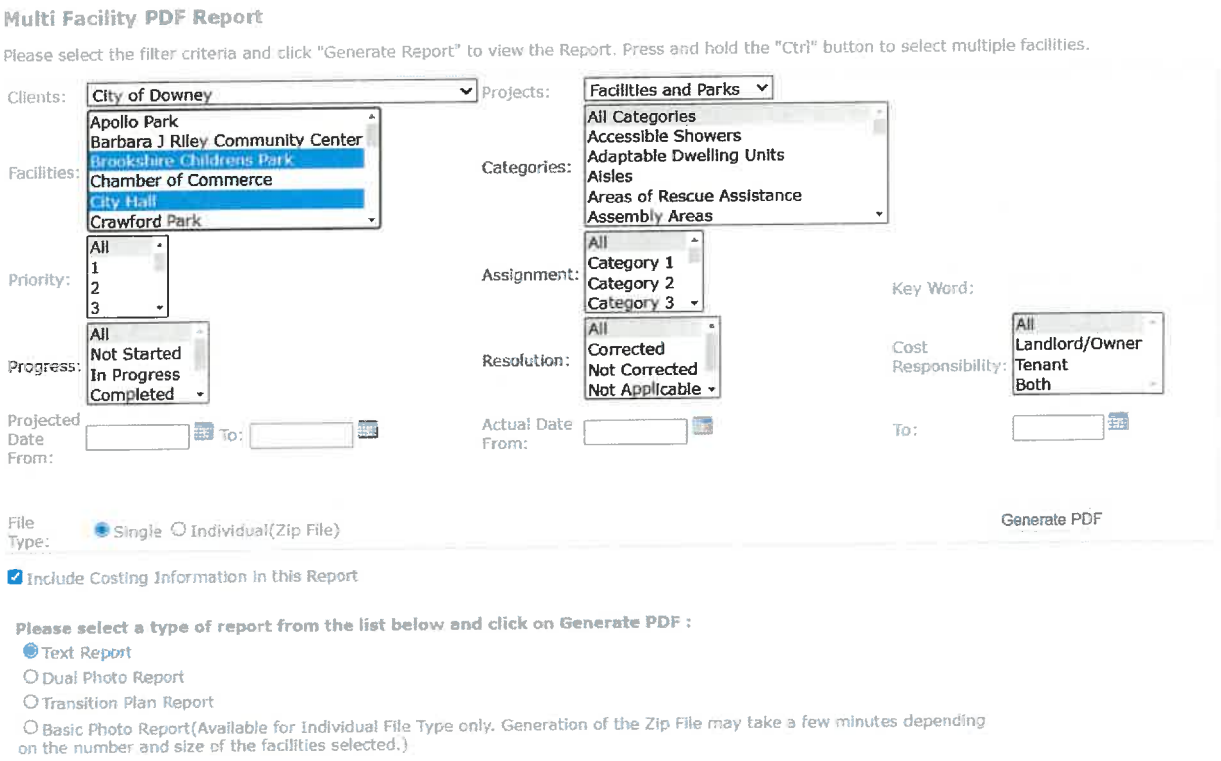
Single Facility PDF Report Options

DACTrak offers users many different styles of reports to view in a PDF file which can be exported from DACTrak and saved offline for viewing, printing or emailing.



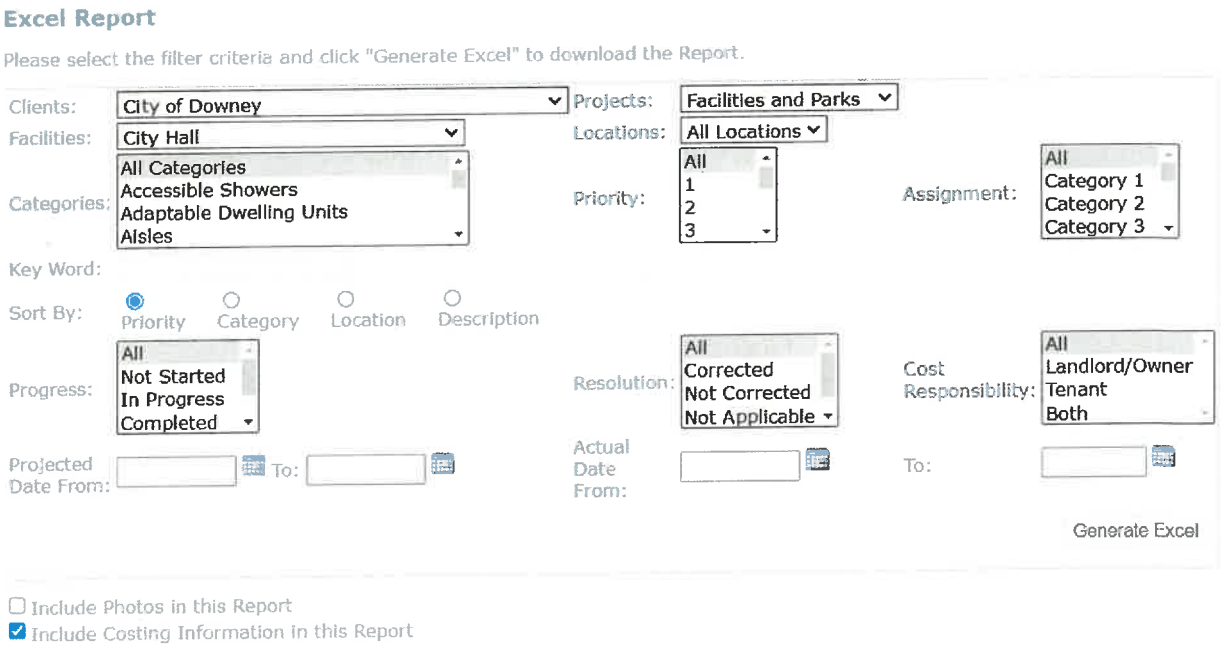
Multi Facility PDF Report Options

In addition to viewing reports for individual facilities, DACTrak offers users the ability to view findings for multiple facilities combined in as single PDF. Users choose which facilities to include from the selection list and are further able to customize the generated report by selecting filtering options.



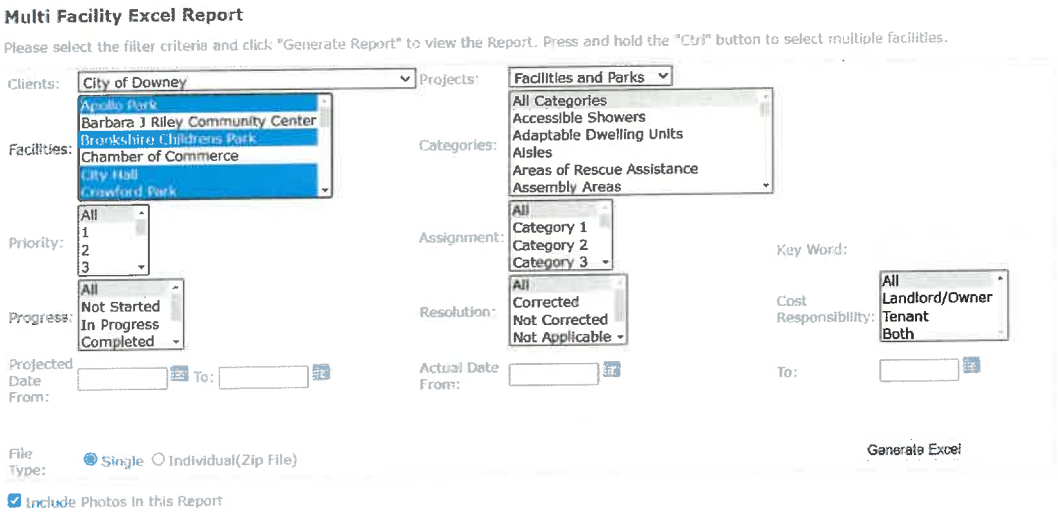
Single Facility Excel Report Options

DACTrak also contains options to export reports to an Excel format, which can be customized using the drop down menus and selection fields. The exported Excel report is a fully functioning workbook which can be further manipulated to suit the needs of the user.



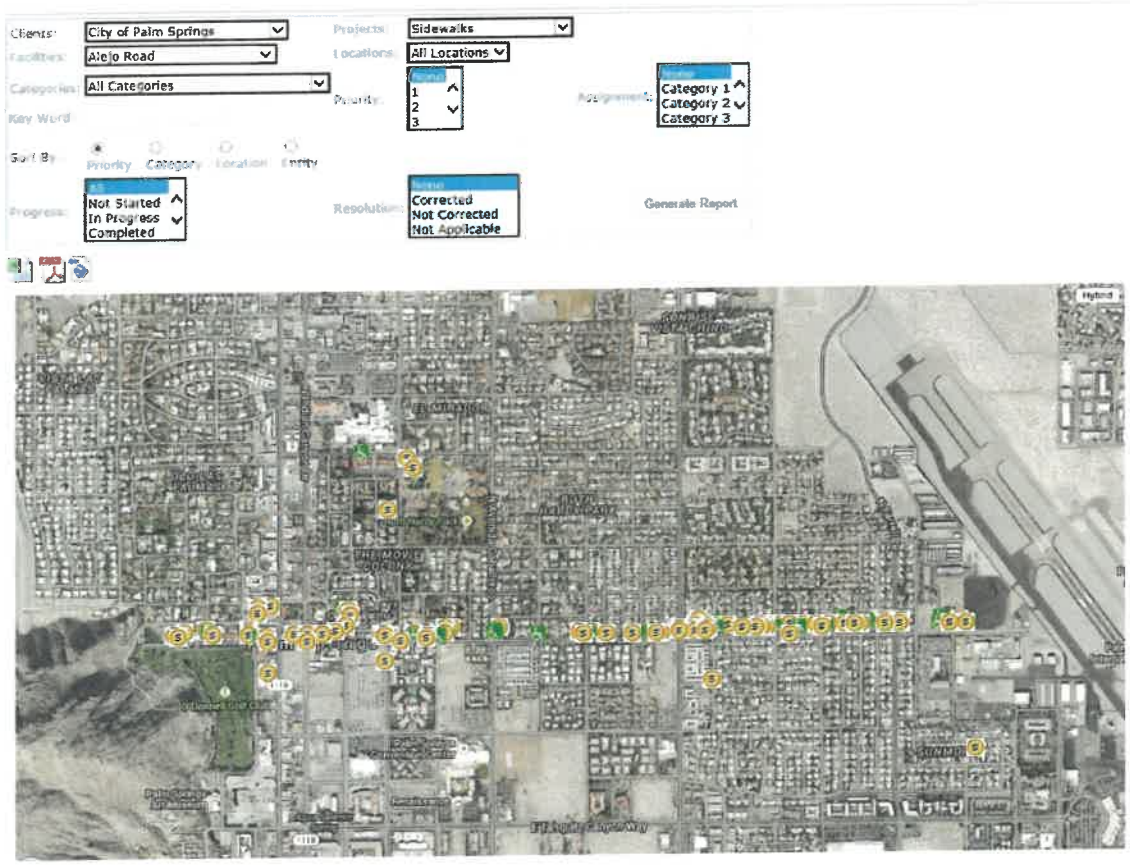
Multi Facility Excel Report Options

Excel reports may also be generated to contain findings for more than one facility by using the Multi Facility Report option in DACTrak. This report is able to be customized using the available filter fields. If the user requires a small file size for storage or emailing, the option is available to exclude photos in the generated report.



Map Overlay Report

Aerial map reports of non-compliant findings can be viewed using the Map Overlay option in DACTrak. This report plots the locations of the findings on a user friendly interactive map. Unique icons are used to symbolize the different types of findings.



Drilled Down View of Map Overlay Report

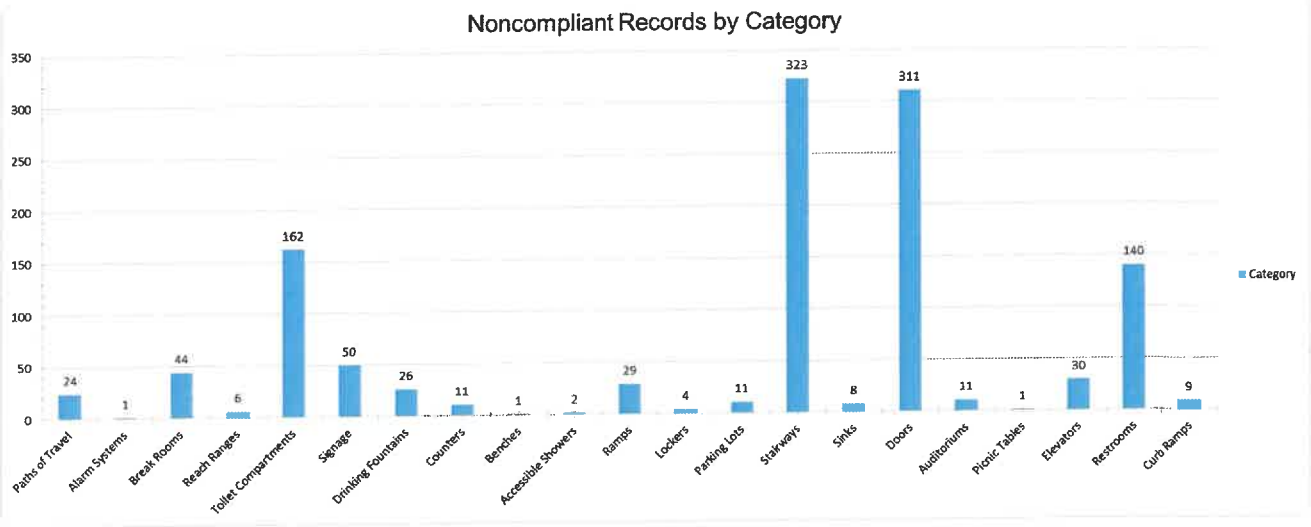
Each icon in the map overlay report is a clickable link that will expand to a pop up window identifying the finding. The individual finding information may also be printed from this feature.





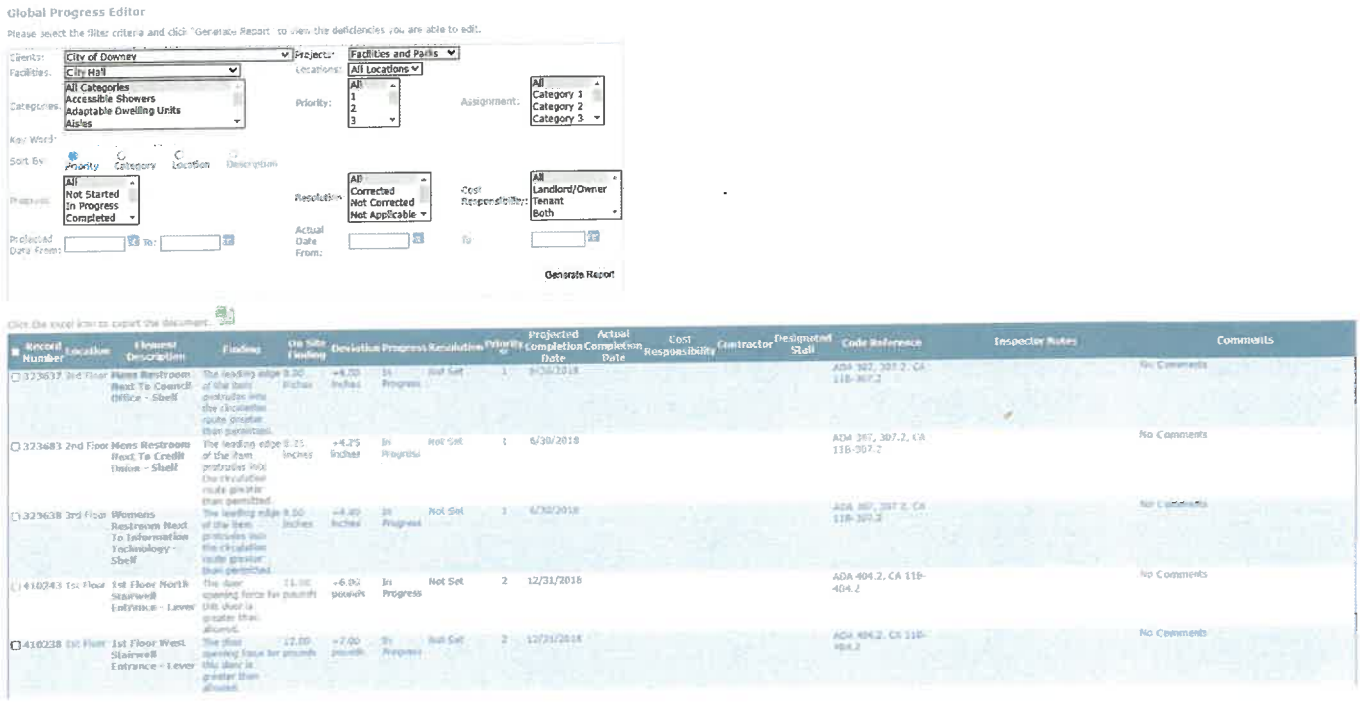
Summary and Chart Reports

DACTrak also includes options for summary and chart reports to be created for individual or multiple facilities. The example below is a column chart that summarizes the number of noncompliant records by category for a facility.



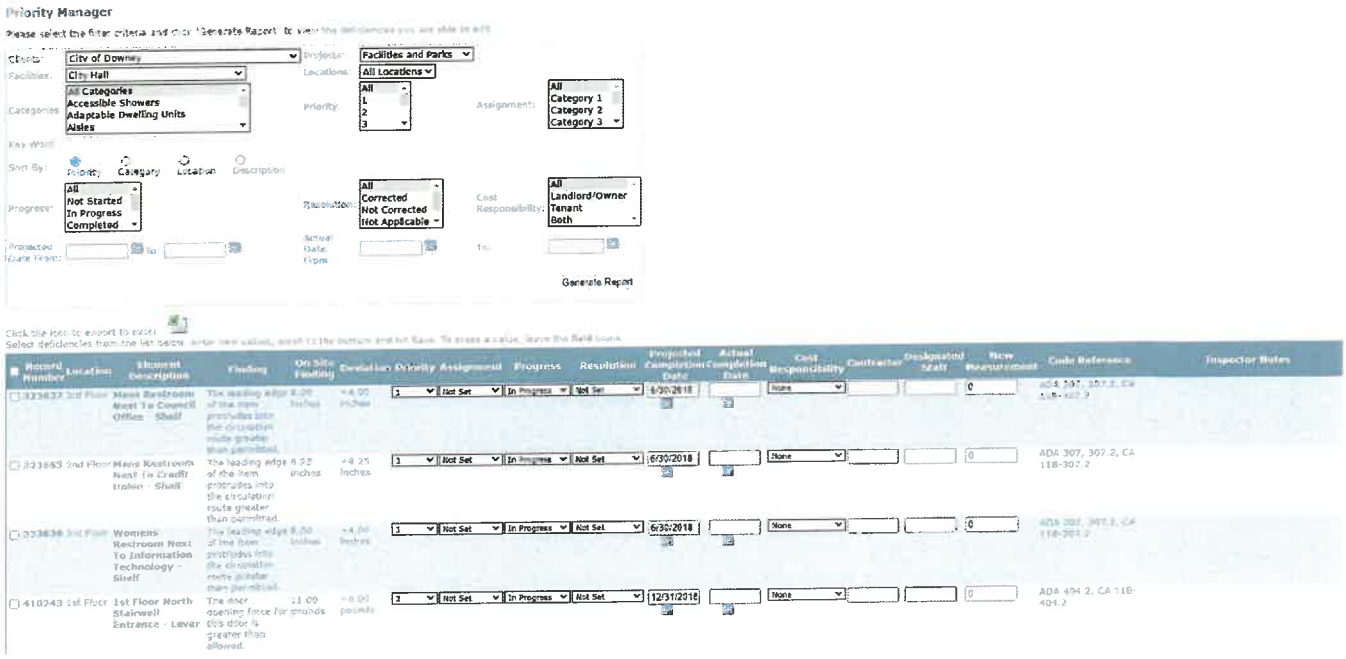
Global Progress Editor

Many records are able to be managed and updated with identical information from one screen using the Global Progress Editor. Users choose the records to update and the information that they would like to apply to all chosen records. Once information is entered, the user needs only to click the "Submit" button once to update all chosen records.



Priority Manager

Priority Manger allows users to manage many records on one page, but individually update each record with unique information. Once all selections are made, the user clicks "Submit" to apply all updates.



Heat Map

DACTrak also provides an option for viewing locations where there is a high or low concentration of noncompliant findings in a heatmap. The following example shows locations of noncompliant exterior findings at a park, using colored icons. Information about the noncompliant findings can be viewed by clicking on each colored icon to launch an interior window with the descriptions of the findings. The following two examples are heat maps for a park viewed in DACTrak and a signalized intersection exported to Google Earth.

