



Orlando Fuentes, President
Jim Luttrell, Vice President
Gil Albiaini, Director
Rod Brewer, Director
Jaclyn Moreno, Director

Joshua Green, General Manager
Michael McLaughlin, Fire Chief
Sigrid Asmundson, District Counsel
Nitish Sharma, Chief Administrative Officer
Paul Mewton, Chief of Planning,
Design and Construction

REGULAR BOARD OF DIRECTORS MEETING WEDNESDAY, APRIL 1, 2020

REGULAR MEETING – 6:30 P.M.

**Video Conference
Zoom Meeting**

<https://zoom.us/j/645238838>

Meeting ID: 645 238 838

One tap mobile
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AGENDA

Note: All items submitted for the Agenda must be in writing. The deadline for submitting these items is 4:00 P.M. on the Monday one week prior to the meeting. The Secretary of the Board receives all such items.

REGULAR BOARD MEETING – 6:30 P.M.

A. CALL TO ORDER

1. Session Roll Call
2. Pledge of Allegiance
3. Moment of Silence

B. ANNOUNCEMENTS/PRESENTATIONS

None

C. COMMUNICATIONS FROM THE PUBLIC (Non-agendized items)

This is the time and place for the general public to address the Board of Directors. State law prohibits the Board from addressing any items not previously included on the Agenda. The Board of Directors may receive testimony and set the matter for a subsequent meeting. Comments are to be limited to three minutes per individual at the discretion of the President. Individuals representing a group or an organization shall be permitted five minutes. Comments relating to similar issues should be brief, concise and non-repetitious. Speakers should state their home or business address when commenting to the Board.

Note: Under the provisions of the California Government Code, the Board is prohibited from discussing or taking immediate action on any non-agendized item unless it can be demonstrated to be of an emergency nature or the need to take immediate action arose after the posting of the agenda.

D. CONSENT CALENDAR

The following Consent Calendar items are expected to be routine and non-controversial. They may be acted upon by the Board at one time without discussion. Any item may be removed by a Board Member for discussion or clarification. Members of the public wishing to comment on any Consent Calendar item may do so before Board action.

4. Approve the March 18, Regular Board Meeting Minutes.
5. Approve the March 9, Special Board Meeting Minutes.
6. Approve the March 18, Special Board Meeting Minutes.
7. Approve Resolution No. 2020-17, Calling for District Elections.
8. Approve Proclamation Endorsing April as the National Youth Sports Safety Month.
9. Approve Proclamation Endorsing April 20 – 24 as Administrative Professional Week and April 22, 2020 as Administrative Professionals Day.
10. Award Multi-Year Agreement for Weed Mowing Services.
11. Review and File Report on “People First”, Staff Training.
12. Approve Resolution No. 2020-21 Declaring the Weeds on the Properties Listed in the Attachment B as Seasonal and Recurrent Nuisance and Establish July 17 and August 5, 2020 as Public Hearing Dates.

RECOMMENDATION: Approve the consent calendar as presented.

E. PUBLIC HEARINGS

None

F. STAFF REPORTS

The President will open the meeting for public input if the Board desires to take action on any item(s).

13. **SUBJECT:** Memorandum of Understanding for Fire Services and Community Support (M. McLaughlin)

RECOMMENDATION:

1. Approve the Memorandum of Understanding (“MOU”) between the District and Wilton Rancheria for fire services and community support and authorize the General Manager to execute the MOU.

G. INFORMATIONAL ITEMS

None

H. BOARD OF DIRECTOR’S BUSINESS

1. City of Elk Grove Liaison
2. City of Elk Grove Two by Two
3. City of Galt Liaison
4. City of Galt Two by Two
5. Elk Grove Cosumnes Cemetery District Two by Two
6. Elk Grove USD Two by Two
7. Senior Center Board
8. Elk Grove Historical Society
9. Elk Grove Chamber of Commerce
10. Galt Chamber of Commerce
11. Diversity Work Group
12. Northern California Special Districts Insurance Authority
13. Fire Communications Center
14. Sacramento County Treasury Oversight Committee
15. Miscellaneous Reports
16. Meeting/Event Approval
17. Meeting/Event Report

I. IDENTIFICATION OF ITEMS FOR FUTURE MEETING

This is the time for the Board of Directors to identify the items they wish to discuss at a future meeting. These items will not be discussed at this meeting, only identified for a future meeting. This is also the time for scheduling Board Workshops or special meetings.

J. ADJOURNMENT

Note: *Disabled Accommodations.*

The Cosumnes Community Services District will make reasonable accommodations for persons having special needs due to disabilities. Please contact Elenice Gomez, Assistant to the General Manager, at 8820 Elk Grove Blvd. Elk Grove, CA 95624, phone (916) 405-7169, at least 48 hours prior to the meeting, to allow time to provide for special accommodations.

Note: *Review and Copies of Agenda, Agenda Reports and Material.*

Prior to each Meeting, copies of the Agenda, Agenda Reports and other materials, as well as any public record relating to an open session agenda item that is distributed within 72 hours prior to the meeting, are available for public review at the Cosumnes Community Services District's Administrative Office during normal working hours. In addition, a limited supply will be available on a first come, first serve basis at the meeting.

Certificate of Posting of Agenda

I hereby declare that the foregoing Agenda for the April 1, 2020 Regular Meeting of the Cosumnes Community Services District Board of Directors was posted on March 26, 2020 at 8820 Elk Grove Blvd., Elk Grove, California, 95624, and was available for public review at that location.

Signed this 26th day of March 2020

A handwritten signature in blue ink, appearing to be "L. Perry", is written in a cursive style.

**COSUMNES COMMUNITY SERVICES DISTRICT
REGULAR BOARD MEETING – 6:30 PM
WEDNESDAY, MARCH 18, 2020
MINUTES**

REGULAR BOARD MEETING – 6:30 PM

ATTENDANCE

Directors present included Gil Albiani, Rod Brewer, Orlando Fuentes, Jim Luttrell and Jaclyn Moreno.

General Manager Joshua Green, Fire Chief Michael McLaughlin, Chief Administrative Officer Nitish Sharma and CSD Legal Counsel Sigrid Asmundson were also present.

A. CALL TO ORDER/PLEDGE OF ALLEGIANCE

1. President Fuentes called the meeting to order at 6:57 p.m.

Item A.2 and A.3 were performed at the beginning of the 6:00 pm Special Meeting.

2. Pledge of Allegiance.
3. A moment of silence was observed

B. ANNOUNCEMENTS/PRESENTATION

4. Cal Fest Award Presentation – this item was waived and will be scheduled for a later meeting.

C. DEPARTMENT REPORTS

5. Administrative Services Department Report
6. Parks and Recreation Department Report
7. Fire Department Report

These items were dismissed with no objections.

D. COMMUNICATIONS FROM THE PUBLIC

None

E. CONSENT CALENDAR

8. Approve the March 4, 2020 Regular Board Meeting Minutes.
9. Approve Resolution No. 2020-19 Accepting Grant Deed for APN 132-0030-067.
10. Approve a Multi-year Agreement for Administration Building and Elk Grove Recreation Center Landscaping Services.
11. Award a One-year Agreement for District-Wide Electrostatic Painting Services.
12. Authorize the Purchase of Firefighter Personal Safety Systems (Bailout Kits).

Director Luttrell pulled item 12 and asked that it be tabled until a future meeting.

Director Brewer moved to approve consent items 8 to 11; seconded by Director Albiani, vote was unanimous.

F. PUBLIC HEARINGS

None

G. STAFF REPORTS

None

H. INFORMATIONAL ITEMS

13. District Programs and Events – March/April 2020

I. BOARD OF DIRECTORS BUSINESS

14. Miscellaneous Reports

- Brewer – the Special Districts Advisory Committee meeting was re-scheduled to June 30.
- Fuentes – the Diversity Work Group meeting was canceled.

15. Meeting/Event Approval

16. Meeting/Event Report

J. IDENTIFICATION OF ITEMS FOR FUTURE MEETING

K. ADJOURNMENT

With no further business, the meeting was adjourned at 7:06 p.m.

Approved: _____
Board President

Attest: _____
Secretary to the Board

**COSUMNES COMMUNITY SERVICES DISTRICT
MONDAY, MARCH 9, 2020
SPECIAL BOARD MEETING – 5:00 PM
MINUTES**

SPECIAL BOARD MEETING – 5:00 PM

ATTENDANCE

Directors present included Rod Brewer, Orlando Fuentes, Jim Luttrell and Jaclyn Moreno. General Manager Joshua Green, Chief Administrative Officer Nitish Sharma, Legal Counsel Sigrid Asmundson were also present. Director Gil Albiani was absent and excused.

A. CALL TO ORDER/ROLL CALL

1. President Fuentes called the meeting to order at 5:08 pm
2. Pledge of Allegiance
3. A moment of silence was observed in remembrance of the current health crisis around the world.

B. COMMUNICATIONS FROM THE PUBLIC

None

C. BUDGET WORKSHOP:

Chief Administrative Officer Nitish Sharma reviewed a presentation on the district Current budget and future trends.

The Board Directed staff to bring forth for future Board consideration:

- Report on the costs of in-house vs. contracted landscape maintenance services
- Consideration for scholarships – Foundation Fund Development Staff
- Equity training fund allocation
- Report on cost for in-house training on DEI/Staff development
- Firefighter Diversity Work Group funding to source various initiatives, targeting under-represented groups
 - Collaborate with other local fire departments to consolidate funds to sponsor these initiatives.
- Not spend the extra money now. Allocate after the budget is finalized.
- Recommendation on Reserves
- Prioritize retiree health funding
- Measures to save for the future

D. ADJOURNMENT

President Fuentes with no further business the meeting was adjourned at 6:38 p.m.

Approved: _____
Board President

Attest: _____
Secretary to the Board

DRAFT

**COSUMNES COMMUNITY SERVICES DISTRICT
WEDNESDAY MARCH 18, 2020
SPECIAL BOARD MEETING – 6:00 PM
MINUTES**

SPECIAL BOARD MEETING – 6:00 PM

ATTENDANCE

Directors present included Gil Albiani, Rod Brewer, Orlando Fuentes, Jim Luttrell and Jaclyn Moreno. General Manager Joshua Green, Fire Chief Michael McLaughlin, Chief Administrative Officer Nitish Sharma, Legal Counsel Sigrid Asmundson were also present.

A. CALL TO ORDER/ROLL CALL

1. President Fuentes called the meeting to order at 6:11 pm.
2. Information Technology Manager Jack Haddon let the Pledge of Allegiance.
3. A moment of silence was observed.

B. COMMUNICATIONS FROM THE PUBLIC

None

C. STAFF REPORT:

4. **SUBJECT:** Proclamation and Ratification of Local Emergency

RECOMMENDATION:

Approve Resolution No. 2020-20 Proclaiming a Local Emergency and Ratifying the Proclamations of a Local Emergency by the City of Galt, City of Elk Grove and the County of Sacramento.

District Counsel Sigrid Asmundson reviewed the staff report. General Manager Joshua Green, Fire Chief Michael McLaughlin and Chief Administrative Officer Nitish Sharma gave an update on the District Emergency Operations Plan, an overview of the current activation and an update on financial strategies, which will be brought forth for Board approval at a future Board meeting.

After deliberation Director Albaiaini moved to accept staff’s recommendation; seconded by Director Brewer, vote was unanimous.

D. ADJOURNMENT

With no further business the meeting was adjourned at 6:57 p.m.

Approved: _____
Board President

Attest: _____
Secretary to the Board

STAFF REPORT



DATE: April 1, 2020
TO: Board of Directors
FROM: Joshua Green, General Manager
BY: Elenice Gomez, Assistant to General Manager
SUBJECT: GENERAL DISTRICT ELECTION

RECOMMENDATION

The Board of Directors approves Resolution No. 2020-17, Calling General District Election, which, among other provisions required by the Elections Code:

- 1) limits candidates' statements to 200 words,
- 2) requires candidates to pay for publication of the statement,
- 3) consolidates the regular scheduled General District Election with the November 3, 2020 statewide election, and
- 4) Provides that a candidate must be a registered voter residing within the boundaries of either division 1, 3 or 4.

BACKGROUND/ANALYSIS

The Sacramento County Department of Voter Registration and Elections is currently preparing for the November 3, 2020 election.

Pursuant to the Elections Code, the District is required to file with the Registrar of Voters a resolution requesting consolidation and setting forth the exact form of any questions or office(s) to be voted upon at such election. The legal deadline for submission of said Resolution, Notice of District Election and Publication of Election Notice(s) is July 1, 2020.

The Board must act on the following items:

RESOLUTION CALLING GENERAL DISTRICT ELECTION

Candidate's Statement – Number of Words – The District Board must determine whether to limit candidates' statement of qualifications to 200 words (recommended by the Registrar of Voters); or to authorize an extension to 400 words. **The attached Resolution limits it to 200 words (same as approved for the November, 2018 election.)**

Candidate's Statement Costs – The District Board must determine whether the individual candidate(s) or the District will pay for the publication of the voluntary candidates' statements included in the Sample Ballot/Voters pamphlet. **The attached Resolution states the Candidate shall pay for publication of the statement (same as approved for the November, 2018 election.)**

Tie Vote – The District Board must determine the procedures to be followed in the case of a tie vote. **The attached Resolution states ties will be broken by lot and the results thereof shall be declared by the Board.**

NOTICE OF DISTRICT ELECTION

Candidate’s Qualifications – The District Board must determine what, if any, qualifications are required for a candidate to a District Board seat. **Pursuant to Resolution No. 2019-87, effective November 6, 2019, a candidate must be a registered voter residing within the boundaries of either division 1, 3 or 4 of the Cosumnes Community Services District (this qualification is different from the November, 2019 election when all candidates could reside in any part of the District’s boundaries).**

PUBLICATION OF NOTICE OF ELECTION

Combined or Separate Notice – The District Board must determine whether the Notice of District Election and Publication of Election Notice(s) will be:

- a. Combined with other districts (recommended by the Registrar of Voters in an effort to reduce costs and *done in all previous CSD elections.*) **The attached Resolution includes this option.**

;or

- b. Separately published.

CERTIFICATION OF MAPS AND BOUNDARIES

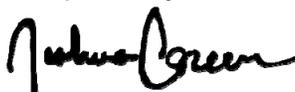
On November 6, 2019, by the adoption of Resolution N 2019-87, the District changed its voting process from at-large to by-district voting commencing with the November 2020 Elections, resulting in five voting districts within the District.

A new District map reflecting the five new voting districts is attached and has been submitted to the County Voter Registration and Elections reflecting the changes.

Resolution No. 2020-17, “Notice of District Election” and “Publication of Notice of Election” forms are attached for your information.

The nomination period for the November 3, 2020 election is **July 13, 2020 through August 7, 2020**. A “Candidates Guide” is being prepared by Voter Registration and will be given to all candidates when they obtain the nomination papers. The District will also be forwarded an informational copy as soon as the Guide is complete.

Respectfully submitted,



Joshua Green
General Manager

- Attachments: A – Resolution No. 2020-17
B – Boundary Map
C – Notice of District Election
D – Publication of Notice of Election

Approved as to Form:



Sigrid Asmundson
District Counsel

COSUMNES COMMUNITY SERVICES DISTRICT

RESOLUTION NO. 2020-17

RESOLUTION CALLING GENERAL DISTRICT ELECTION

WHEREAS, an election will be held within the Cosumnes Community Services District on November 3, 2020 for the purpose of electing three members to the Board of Directors for divisions 1, 3 and 4, each for a term of 4 years; and

WHEREAS, a statewide general election will be held within the County of Sacramento on the same day; and

WHEREAS, Elections Code Section 10403 requires jurisdictions to file with the Board of Supervisors, and a copy with the Registrar of Voters, a resolution requesting consolidation with a statewide election.

NOW, THEREFORE, BE IT RESOLVED that the Cosumnes Community Services District Board of Directors hereby calls for the general District election in and for the Cosumnes Community Services District to be held on Tuesday, November 3, 2020. The purpose of the election is to choose a successor Board member for divisions 1, 3 and 4, and no candidate shall be eligible unless they are a registered voter residing within the boundaries of either division 1, 3 or 4; and

BE IT FURTHER RESOLVED that the Cosumnes Community Services District Board of Directors requests the Board of Supervisors of Sacramento County to consolidate the regularly scheduled General District Election with the statewide election to be held on November 3, 2020, in accordance with California Elections Code Sections 10002 and 10400; and

BE IT FURTHER RESOLVED that the Cosumnes Community Services District agrees to reimburse the Registrar of Voters for actual costs accrued, such costs to be calculated by the proration method set forth in the County's current Election Cost Allocation Procedures; and

BE IT FURTHER RESOLVED that the Candidate is to pay for the publication of the candidate's statement, pursuant to Elections Code Section 13307. The candidate shall pay said costs at the Sacramento County Department of Voter Registration and Elections. The limitation on the number of words that a candidate may use in his or her candidate's statement is 200 words; and

BE IT FURTHER RESOLVED that if a tie vote makes it impossible to determine which of three or more candidates has been elected, the Board shall forthwith notify the candidates who have received the tie votes to appear before it

either personally or by representative at a time and place designated by the Board. The Board shall, at that time and place, determine the tie by lot and the results thereof shall be declared by the Board; and

BE IT FURTHER RESOLVED that the map and boundary descriptions of all of the divisions, including divisions 1, 3 and 4, which is attached hereto as Attachment "A" and incorporated herein by this reference, is hereby certified as being current and effective and that there have been no subsequent or additional boundary changes in the divisions; and

BE IT FURTHER RESOLVED that the General Manager or designee shall be authorized to take all steps necessary to carry out the provisions of this Resolution.

PASSED AND ADOPTED by the Board of Directors of the Cosumnes Community Services District, this 1st day of April, 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Cosumnes Community Services District

Orlando Fuentes, President

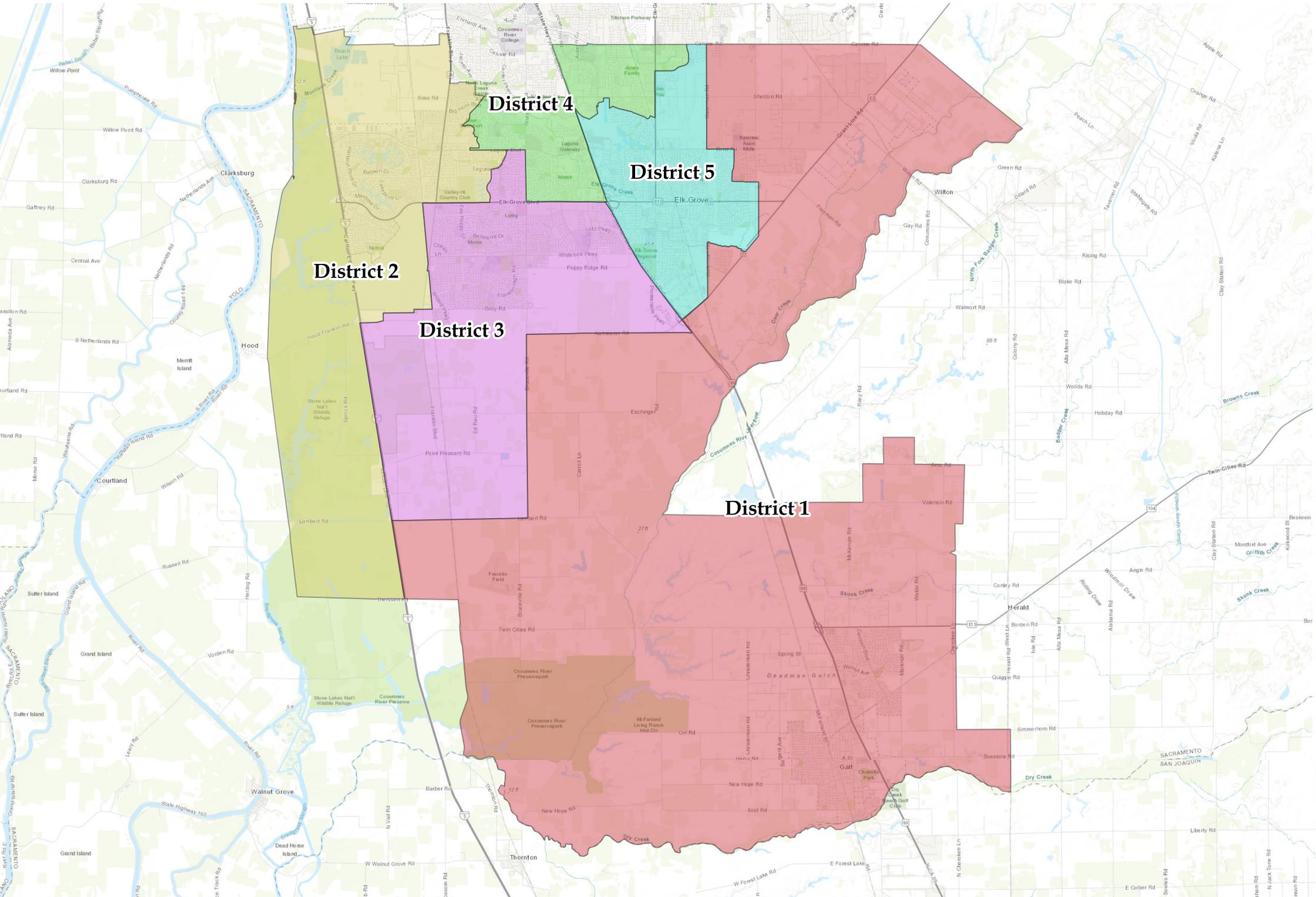
ATTEST:

Joshua Green, Secretary

Attachment B

District Map

Cosumnes Community Services District



NOTICE OF DISTRICT ELECTION

_____DISTRICT

Notice is hereby given that a Presidential General Election will be held November 3, 2020 in this district. The offices for which candidates may declare their candidacy are (list title of office and number of positions):

Qualifications: Each candidate must meet the following qualifications for office as specified in the principal act or code under which this district is organized:

Code Reference:

Official declarations of candidacy for eligible candidates desiring to file for any of the elective offices may be obtained from the office of the Registrar of Voters at 7000 65th Street, Suite A, Sacramento, CA 95823-2315, on and after July 13, 2020, and must be filed not later than 5:00 p.m. on August 7, 2020. However, if a declaration of candidacy for an incumbent is not filed by August 7, 2020, any person other than the incumbent shall have until 5:00 p.m. on August 12, 2020, to file a declaration of candidacy for such office.

Appointment to each elective office will be made by the supervising authority as prescribed by Elections Code §10515 in the event there are no candidates or an insufficient number of candidates for such office and a petition for an election is not filed within the time prescribed by Elections Code §10515; that is, by 5:00 p.m. on August 12, 2020.

Dated this _____ day of _____, 202__.

(District Seal)

District Secretary

PUBLICATION OF NOTICE OF ELECTION

Elections Code §12112 requires the publication of a "Notice of Election." The notice shall contain the date of the Presidential General Election, name the offices for which candidates may file, and state the qualifications required by the principal act for each office, as well as other pertinent information.

_____ (Name of District)

The Registrar of Voters will publish a combined election notice for all districts scheduled for election on November 3, 2020.

Dated:

District Secretary

STAFF REPORT



DATE: April 1, 2020
TO: Board of Directors
FROM: Mike Dopson, Parks and Recreation Director
Parks and Recreation Department
BY: Traci Farris, Recreation Manager
SUBJECT: **APPROVAL OF PROCLAMATION ENDORSING APRIL AS NATIONAL YOUTH SPORTS SAFETY MONTH**

RECOMMENDATION

The Board of Directors approves a proclamation endorsing April as National Youth Sports Safety Month (Attachment A).

BACKGROUND/ANALYSIS

The month of April is designated as National Youth Sports Safety Month. The purpose of this designation is to highlight the need for ongoing public education on safe youth sports practices. During April, the District will be share information on youth sports safety with the community through online social media posts.

By approving this proclamation, the District will join the efforts of the American Orthopedic Society for Sports Medicine and their STOP Sports injuries campaign.

FINANCIAL ANALYSIS

This report has no impact on District resources.

SUSTAINABILITY ANALYSIS

There is no impact to the District’s sustainability practices as a result of this report.

Should you have any questions, please contact me prior to the Board meeting.

Mike Dopson
Director of Recreation and Community Services

Attachment A – April as National Youth Sports Safety Month Proclamation

Staff Report recommendation authorized by:

Approved as to Form:

General Manager

District Counsel



COSUMNES COMMUNITY SERVICES DISTRICT

PROCLAMATION

ENDORISING APRIL AS NATIONAL YOUTH SPORTS SAFETY MONTH

WHEREAS, individuals and organized forms of recreation and the creative use of free time are vital to the happy lives of all our citizens; and

WHEREAS, education, athletic, and recreation programs throughout the Cosumnes Community Services District encompass a multitude of activities that can result in personal accomplishment, self-satisfaction and family unity for all citizens, regardless of their background, ability level, or age; and

WHEREAS, citizens of the Cosumnes Community Services District should recognize the vital role that injury prevention and safe youth sports play in good physical and mental health and enhance the quality of life for all people; and

WHEREAS, the Cosumnes Community Services District is extremely proud of its parks facilities and youth sports programs and their contribution to providing a safe and healthy place to recreate, and a place to learn, grow, play and build self-esteem, confidence and sense of self-worth, which contributes to the quality of life in our community;

NOW, THEREFORE, the Cosumnes Community Services District Board of Directors does hereby proclaims the month of April as:

NATIONAL YOUTH SPORTS SAFETY MONTH

DONE AND PROCLAIMED this 1st day of April 2020, in Elk Grove, California.

ATTEST:

Orlando Fuentes, President

Jim Luttrell, Vice-President

Gil Albiani, Director

Jaclyn Moreno, Director

Rod Brewer, Director

Joshua Green, Secretary

STAFF REPORT



DATE: April 1, 2020

TO: Board of Directors

FROM: Joshua Green, General Manager

SUBJECT: **PROCLAMATION ENDORSING APRIL 20 - 24 AS ADMINISTRATIVE PROFESSIONAL WEEK AND APRIL 22, 2020 AS ADMINISTRATIVE PROFESSIONALS DAY**

RECOMMENDATION

The Board of Directors approves a proclamation endorsing April 20 – 24, 2020 as Administrative Professional Week and April 22, 2020 as Administrative Professionals Day (Attachment A).

BACKGROUND/ANALYSIS

Since 1955, the national observance of Administrative Professionals Week as been celebrated the last full week of April, with Wednesday designated as the Administrative Professionals' Day. Administrative Professionals play an essential role in coordinating the office operations of businesses, governments, educational institutions, and other organizations.

The District has over thirty staff within this classification. They are vital contributors within each Department, playing a key role as front-line public relations ambassadors. The CSD's Administrative professionals require advanced knowledge and expertise in communications, computer software, office technology, project management, organization, customer service and the willingness to learn and accept new challenges.

Staff would like to thank them for their outstanding service and dedication. By approving this proclamation, the Board recognizes the efforts of the District's Administrative Professionals.

FINANCIAL ANALYSIS

This report has no impact on District resources.

SUSTAINABILITY ANALYSIS

There is no impact to the District's sustainability practices as a result of this report.

Should you have any questions, please contact me prior to the Board meeting.

Joshua Green, General Manager

Attachment A – Administrative Professionals Week Proclamation

Approved as to Form:

General Counsel



COSUMNES COMMUNITY SERVICES DISTRICT

PROCLAMATION

Administrative Professionals Week – April 20 – 24, 2020 Administrative Professionals Day – April 22, 2020

WHEREAS, April 20 – 24, 2020 has been designated Administrative Professionals Week;
and

WHEREAS, April 22, 2020 has been designated Administrative Professionals Day; and

WHEREAS, Administrative Professionals Week is observed annually in workplaces nationwide to recognize the important contributions of administrative professionals; and

WHEREAS, the work of administrative professionals require advanced knowledge and expertise in communications, computer software, office technology, project management, organization, and customer service; and

WHEREAS, the Cosumnes Community Services District recognize the importance and contributions of highly skilled administrative professionals to the success of office operations; and

WHEREAS, the District is extremely proud of the District's talented and highly skilled Administrative Professional staff and officially recognize and appreciate their hard work and support their continued professional growth;

NOW, THEREFORE, the Cosumnes Community Services District Board of Directors does hereby proclaims the week of April 20 through 24, 2020 as Administrative Professionals Week and April 22, 2020 as Administrative Professionals Day,

DONE AND PROCLAIMED this 1st day of April 2020, in Elk Grove, California.

ATTEST:

Orlando Fuentes, President

Jim Luttrell, Vice-President

Gil Albiani, Director

Jaclyn Moreno, Director

Rod Brewer, Director

Joshua Green, Secretary

STAFF REPORT



DATE: April 1, 2020
TO: Board of Directors
FROM: Steve Sims, Director of Parks and Neighborhood Services
 Parks and Recreation Department
BY: Eileen Alcanices, Management Analyst
SUBJECT: AWARD OF MULTI-YEAR AGREEMENT FOR WEED MOWING SERVICES

RECOMMENDATION

The Board of Directors:

- 1) Awards a one-year agreement, with the option to renew for two (2) additional one-year terms, to Harlan Services, to provide weed mowing services for the District's owned and maintained areas, not to exceed \$27,000 per year;
- 2) Authorizes the General Manager to execute an addendum to the agreement, if necessary, for annual weed abatement for fire prevention; and
- 3) Authorizes the General Manager to execute all requirements of the agreement.

BACKGROUND

Weed mowing services are performed two or three times per year at 17 specific sites throughout the District. Many of the sites are undeveloped park sites or areas designated as natural landscape areas. Weed mowing is necessary to limit fire danger from these potentially dry fields. In 2018, the District entered into a one-year agreement for weed mowing services with a two-year option to renew. The contractor was unable to meet expectations thus the District terminated the agreement.

ANALYSIS

Staff used the District's Request for Written Bids (RFW) process to identify the most qualified company. The RFW was posted to the District's Bid Posting webpage for two weeks. On March 18, 2020, five companies responded with proposals.

Name of Bidder	Total Per Mow for All Sites		
	Year 1	Year 2	Year 3
Harlan Services	\$8,745.00	\$8,745.00	\$8,745.00
Emerald Site Services	\$9,750.00	\$11,215.00	\$12,675.00
New Image Landscape Company	\$13,495.00	\$13,764.90	\$14,109.02
The Professional Tree Care Co.	\$117,400.00	\$120,800.00	
Dulai Landscaping	\$129,407.10	\$150,936.80	\$150,936.80

Harlan Services is the lowest responsible bidder, with prices consistent through all three years. Harlan Services has worked with the District for a number of years and has always provided timely service and excellent workmanship. In the event Harlan Services is unable to meet District expectations in providing weed mowing services, the District has the option to terminate the agreement.

The services provided by Harlan Services for weed mowing services are outside the scope of work provided by current District street and park landscaping agreements with Procida Landscape, Inc. and Coast Landscape Management.

Additionally, pursuant to Health and Safety Code regarding abatement of hazardous weeds and rubbish (Health and Safety Code Section 14875 *et seq.*) the District commenced the process for abatement of seasonal and recurrent weeds on April 1, 2020. Pursuant to the District's fire prevention Weed Abatement Program, the District provides an opportunity for property owners to abate their own property but, if they fail to do so, the District is authorized to go onto their property for weed abatement and place a lien on their property for repayment of this service. In the event that fire prevention is required to conduct weed abatement, District staff requests that the Board authorize the General Manager to execute an addendum to this agreement for Harlan Services to conduct those services, thereby reducing duplication of services and costs.

FISCAL IMPACT

Funds have been identified in the Fiscal Year 2019-2020 Landscape and Lighting (L&L) budget to fund the costs for weed mowing services for the remainder of the fiscal year. Funds for the services around the Administration Building grounds for Fiscal Year 2019-2020 were identified in the General Fund budget through the Recreation Division's budget. Funds for the following two years will be included during the budget process. If an addendum is executed for fire prevention weed abatement, those costs are identified in the Fire Division's budget and will be recuperated through liens on the property owner's property.

By securing a one-year agreement with the option to extend, the District will insure cost savings over the next three years.

SUSTAINABILITY ANALYSIS

Weed mowing is a pesticide free method of weed control that helps reduce visibility obstructions and reduces fire danger. This practice continues sustainability best practices which is goal 4.2 of the Park and Recreations 2018 Plan for Play Parks, Recreations & Facilities Master Plan.

Should you have any questions, please contact me prior to the Board meeting.

Respectfully submitted,



Steve Sims
Director of Parks and Neighborhood Services

Staff Report recommendation authorized by:



General Manager

Approved as to Form:



District Counsel

STAFF REPORT

DATE: April 1, 2020

TO: Board of Directors

FROM: Steve Sims, Director of Parks and Neighborhood Services
Parks and Recreation Department

SUBJECT: PEOPLE FIRST TRAINING FOCUS



RECOMMENDATION

The Board of Directors reviews and files this staff report on Park Ops staff “People First” training.

BACKGROUND/ANALYSIS

The Cosumnes Community Services District’s (District) Park Operations staff (Park Ops) in the course of normal maintenance of areas owned and or/maintained by the District has had the opportunity to interact with unhoused individuals who sojourn in our facilities. In most instances the interaction involves cleaning-up items left behind by unhoused individuals to ensure we meet the maintenance standards we strive to provide to our community.

Initial staff trainings were focused on employee and environmental safety while performing site clean-up. However in recognizing that the unhoused population in our community is no longer an uncommon occurrence staff is developing training strategies that will prepare staff to relate to those individuals as people who live in our community. Recent efforts are targeted to increasing Park Ops staff “People First” awareness and understanding that people who are unhoused are people first. Park Ops staff is developing the following training opportunities which will be conducted once the COVID-19 pandemic ceases and normal District operations resumes:

1. People First Awareness
Audience: Parks and Golf Operations staff
2. Humanizing Homelessness
Audience: Parks and Recreation Department staff
3. Resources for Unhoused in Parks
Audience: Park Rangers

On December of 2019 the Board approved the Park Ranger job classifications. Staff working as Park Rangers will have a higher probability of interacting with unhoused individuals within our parks and trails in the course of their daily job duties. Part of the Park Ranger program development will include additional training opportunities emphasizing our “People First” awareness. The District is also committed to identifying resources to share with unhoused individuals and will make it a priority moving forward.

FINANCIAL ANALYSIS

This is an informational report and therefore there is no financial impact to District resources.

SUSTAINABILITY ANALYSIS

There is no impact to the District's sustainability practices as a result of what is being presented today.

Should you have any questions, please contact me prior to the Board meeting.

Respectfully submitted,



Steve Sims
Director of Parks and Neighborhood Services

Staff Report recommendation authorized by:



General Manager

STAFF REPORT



DATE: April 1, 2020

TO: Board of Directors

FROM: Michael W. McLaughlin, Fire Chief

BY: Morgana Yahnke, Fire Marshal

SUBJECT: 2020 WEED ABATEMENT PROGRAM / ESTABLISHMENT OF JUNE 17, 2020 AND AUGUST 5, 2020 AS PUBLIC HEARING DATES AND ADOPTION OF RESOLUTION 2020-21

RECOMMENDATION

The Board of Directors approves Resolution 2020-21 (Attachment A) declaring the weeds on the properties listed on Attachment B as a seasonal and recurrent nuisance and establishes June 17, 2020, and August 5, 2020, as public hearing dates.

BACKGROUND/ANALYSIS

- On May 7, 2002, the Board of Directors approved the expansion of the Cosumnes Community Services District Fire Department's annual Weed Abatement Program.
- Each year, new parcels are added to the Weed Abatement Program through citizen complaints, the encroachment of new development, or Fire Department staff recommendations. These parcels must be declared by the Board of Directors to be a "seasonal and recurrent nuisance" to allow staff to pursue abatement of weeds.
- A Public Hearing date must be established and published each year to allow the parcel owners the opportunity to discuss with the Board of Directors the reasons why the District should not abate or define the parcels designated as seasonal and recurrent nuisances. Resolution 2020-21 will establish June 17, 2020, as the public hearing date.
- A second Public Hearing date must be established and published each year to allow the parcel owners liable for weed abatement special assessments the opportunity to discuss with the Board of Directors the reason(s) why the District should not impose weed abatement special assessments on their property. Resolution 2021-21 will establish August 5, 2020, as that public hearing date.

FINANCIAL ANALYSIS

On May 7, 2002, the CSD Board of Directors approved and expanded the Weed Abatement Program to achieve timelier weed abatement results for those targeted parcels that present a seasonal and recurrent nuisance to the community. The 2019 Weed Abatement Program identified 156 parcels within the boundaries of the Cosumnes CSD Fire Department as nuisances. All but 18 parcels complied.

The Cosumnes CSD Fire Department proceeded to abate these 18 parcels of weeds by July 1, 2019, at a cost of \$7,475.00. The 18 parcel owners had a special assessment included with their property tax bill to recover the associated cost of abatement. The amount of weed abatement special assessments totaled \$15,143.00 which includes the actual cost of abatement to the District, the administrative time spent per parcel (3 hours at a rate of \$141.00 per hour) and the cost to the District to file and remove the liens (\$50.00 per parcel). The District has received the first installment of assessments from Sacramento County totaling \$5,085.00. The second installment of assessments is due to the District in May.

Each year, additional parcels are added to the Weed Abatement Program. Each year, the CSD Board of Directors must pass a resolution at the beginning of the weed abatement season declaring the new parcels as a “seasonal and recurrent nuisance”. This year there are 8 new parcels to add to the Weed Abatement Program (Attachment B).

The goal of the Cosumnes Fire Department is to achieve 100% abatement of all identified parcels by July 1, 2020, whether by owner or by District-arranged contractors. To impose reimbursement liens against the parcel owners who do not comply with the weed abatement guidelines, all lien/assessment requests must be submitted to the Sacramento County Auditor by August 7, 2020. A staff report and resolution will be presented for Cosumnes CSD Board approval on August 5, 2020. Any continuances by the Board of Directors, which is allowed by statute, will prohibit cost recovery.

SUSTAINABILITY ANALYSIS

The reduction of overgrown weeds and brush adjacent to structures such as dwellings, barns or storage buildings reduce the impact of fire on life, property and the environment.

Should you have any questions, please contact me prior to the Board meeting.

Respectfully submitted,



Michael W. McLaughlin
Fire Chief

Attachments A, B

Staff Report recommendation authorized by:



General Manager

Approved as to Form:



General Counsel

ATTACHMENT A

**Cosumnes Community Services District
Resolution No. 2020-21**

**COSUMNES COMMUNITY SERVICES DISTRICT
RESOLUTION NO. 2020-21**

RESOLUTION OF THE BOARD OF THE COSUMNES COMMUNITY SERVICES DISTRICT DECLARING ALL WEEDS, DIRT, RUBBISH, OR OVERGROWN VEGETATION WITHIN THE COSUMNES COMMUNITY SERVICES DISTRICT TO BE SEASONAL AND RECURRENT NUISANCES; ORDERING THE FIRE CHIEF TO GIVE NOTICE OF THE PASSAGE OF THIS RESOLUTION; SETTING A TIME AND PLACE FOR HEARING ANY OBJECTIONS TO THE PROPOSED DESTRUCTION OR REMOVAL OF SUCH WEEDS, DIRT, RUBBISH, OR OVERGROWN VEGETATION; AND SETTING A TIME AND PLACE FOR HEARING ANY OBJECTIONS OR PROTESTS BY PROPERTY OWNERS LIABLE FOR WEED ABATEMENT SPECIAL ASSESSMENT.

WHEREAS, weeds, dirt, rubbish, and overgrown vegetation are growing, located, and existing on property within the Cosumnes Community Services District and constitute a seasonal and recurrent nuisance.

NOW, THEREFORE, BE IT RESOLVED by the Board of the Cosumnes Community Services District as follows:

1. That all weeds, dirt, rubbish, and overgrown vegetation growing, located, or existing on the property within the Cosumnes Community Services District described by Sacramento County Assessor's Parcel Numbers in the "List of Additional Parcels Designated for Weed Abatement within the Cosumnes Community Services District – FY 2020-2021" (Attachment B), a copy of which is on file in the office of the District Secretary, are hereby declared to be a seasonal and recurrent nuisance.
2. That the Fire Chief of the Cosumnes Community Services District is hereby ordered to give notice of the passage of this resolution as required by law stating, among other things, that unless such nuisance be abated without delay of the destruction or removal of the weeds, dirt, rubbish, and overgrown vegetation, the nuisance will be abated by District-arranged contractors and the expense thereof assessed upon the owner(s) of the lots, parcels, and lands from or on which such nuisance is abated.
3. That Wednesday, June 17, 2020, at 6:30 p.m., or as soon thereafter as the matter can be heard, in the Board Chambers at the CSD Administration Building, 8820 Elk Grove Boulevard, Elk Grove, California, is hereby fixed as the time and place for the hearing.
4. That Wednesday, August 5, 2020, at 6:30 p.m., or as soon thereafter as the matter can be heard, in the Board Chambers at the CSD Administration Building, 8820 Elk Grove Boulevard, Elk Grove, California, is hereby fixed as the time and place for the hearing.

5. That the Fire Chief is hereby directed to publish notice to destroy or remove those weeds, dirt, rubbish, or overgrown vegetation declared therein to be a seasonal and recurrent nuisance once in a newspaper published and circulated in the Cosumnes Community Services District, publication of which shall be at least ten (10) days prior to the time fixed herein by this Board for hearing objections.

PASSED AND ADOPTED by the Board of Directors of the Cosumnes Community Services District this first day of April 2020 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Orlando Fuentes, President

ATTEST: _____
Joshua Green, Secretary

ATTACHMENT B

PARCELS TO ADD TO THE 2020 WEED ABATEMENT PROGRAM

RESOLUTION NUMBER 2020-21

APN	SITE ADDRESS
13202520010000	6000 Eschinger Rd.
13401810410000	0 Waterman Rd.
13401810420000	10000 Waterman Rd.
13406600050000	9278 Bendel Pl.
13406600060000	9292 Bendel Pl.
12604100020000	Chambeau Way
14802210030000	9971 Roseclover Way
14810800060000	13529 John Rocha Cir.

STAFF REPORT

DATE: April 1, 2020
TO: Board of Directors
FROM: Michael McLaughlin, Fire Chief
SUBJECT: APPROVAL OF MEMORANDUM OF UNDERSTANDING FOR FIRE SERVICES AND COMMUNITY SUPPORT



RECOMMENDATION

The Board of Directors approves the Memorandum of Understanding (“MOU”) between the District and Wilton Rancheria for fire services and community support and authorizes the General Manager to execute the MOU.

BACKGROUND/ANALYSIS

Wilton Rancheria is a sovereign governmental entity with inherent sovereign authority over certain land located at 10436 Grant Line Road, Elk Grove (“Property”). The Property is within the District’s geographical boundaries but is not part of the District’s service area because it is sovereign land.

Wilton Rancheria is required to provide fire and emergency medical services to the Property and is interested in the District providing these services. District staff and Wilton Rancheria have negotiated the attached MOU for the District to provide emergency medical services and fire and life safety services to the Property in exchange for the following consideration and monetary contributions by Wilton Rancheria:

One-Time Contributions and Costs

Wilton Rancheria will make one-time payments to the District as follows:

1. \$805,500 paid prior to the Start of Construction (as defined in the MOU), which represents the District’s development impact fees for this type of facility plus a 25% community benefit contribution
2. the cost of a fully equipped aerial fire truck at least 12 months prior to construction of any facility on the Property over 3 stories in height
3. a community benefit contribution of \$3,000,000, paid within 5 years of Opening Day (as defined in the MOU)
4. \$250,000 paid prior to the Start of Construction to assist with equipment costs

On-Going Costs

Wilton Rancheria will pay an amount equivalent to what a facility of this size and use would pay if it were not located on sovereign land and exempt from property taxes, plus an additional 25% as a community benefit contribution, as follows:

1. \$375,000 per year, paid on a quarterly basis from the Start of Construction to Opening Day

2. \$887,500 per year, paid on a quarterly basis from Opening Day

The on-going costs will increase at a rate of 2% per year on each anniversary of the Start of Construction.

The MOU term is ongoing. However, in the event Wilton Rancheria seeks to expand the capacity, height and/or square footage of its facility the MOU provides that the District and Wilton Rancheria will meet and confer, in good faith, to discuss any impacts to on-going and/or one-time payments.

FINANCIAL ANALYSIS

The MOU provides for Wilton Rancheria to pay the same costs that a facility of this size and use would pay if subject to property taxes and development impact fees. In addition, Wilton Rancheria has agreed to provide additional community benefit contributions equal to 25% above these costs, as well as one-time contributions to assist with off-Property equipment, facility and staffing costs.

SUSTAINABILITY ANALYSIS

This MOU will avoid the duplication of services and the need for excessive emergency vehicles on the road by authorizing the District to provide fire protection and medical emergency services to all property located within its geographic boundaries.

Should you have any questions, please contact me prior to the Board meeting.

Respectfully submitted,



Michael McLaughlin
Fire Chief

Attachment: Memorandum of Understanding

Staff Report recommendation authorized by:



General Manager

Approved as to Form:



District Counsel

MEMORANDUM OF UNDERSTANDING BETWEEN THE
COSUMNES COMMUNITY SERVICES DISTRICT
AND WILTON RANCHERIA

This agreement ("Agreement") is entered into on _____ by and between the Cosumnes Community Services District ("CCSD"), a California independent special district, and WILTON RANCHERIA ("Tribe"), a federally recognized Indian Tribe.

WHEREAS, the Tribe is a sovereign governmental entity with inherent sovereign authority over the Wilton Rancheria Reservation and all other lands held in trust by the United States for the benefit of the Tribe ("Reservation") located within the geographical boundaries of Sacramento County, State of California;

WHEREAS, the Board of Directors of the Cosumnes Community Services District and the Tribal Council of the Wilton Tribe recognize that each is a governmental entity with responsibility for the health, safety, and general welfare of its people;

WHEREAS, the Tribe intends to construct a first class casino resort with restaurant amenities and other ancillary structures on trust lands located in the City of Elk Grove, California (the "Gaming Facility") as more particularly described in the Record of Decision ("ROD") issued by the United States Department of the Interior, Bureau of Indian Affairs ("BIA") on January 19, 2017 and/or in the 2016 Final Environmental Impact Statement / Tribal Project Environmental Document ("FEIS") issued by the BIA in 2016;

WHEREAS, the parties recognize that fire and emergency services for the construction and operation of the Gaming Facility is required for the safety of its Gaming Facility, personnel, visitors, and otherwise;

WHEREAS, the Tribe and the Governor of California entered into a Tribal-State Gaming Compact (the "2017 Compact") that permits the Tribe to conduct Class III gaming on its trust lands in compliance with the Indian Gaming Regulatory Act, 25 U.S.C. § 2701 *et seq.* ("IGRA");

WHEREAS, by virtue of the FEIS, the ROD, the 2017 Compact, and this Agreement, the Tribe recognizes that fire protection and emergency response services will be required by the Tribe's development and operation of the Gaming Facility, and the Tribe has agreed to implement identified mitigation measures designed to eliminate or reduce to a less than significant level any potentially significant impacts resulting from the Gaming Facility, including the procurement of fire services for the Gaming Facility;

WHEREAS, the parties recognize that fire services for the Gaming Facility is required for the safety of its Gaming Facility;

WHEREAS, the CCSD provides fire protection, prevention and important health, emergency and safety services to the residents and their property within the City of Elk Grove;

WHEREAS, the CCSD is authorized to support tribal efforts in providing fire protection and prevention services and emergency medical services and to accept the funds provided pursuant to this Agreement, which will be beneficial to the CCSD;

WHEREAS, the Tribe and the CCSD seek to enter into this Agreement, which sets forth the terms and conditions on which the CCSD will provide fire and related emergency service resources;

WHEREAS, this Agreement satisfies the Tribe's obligations under the FEIS, the ROD, and the 2017 Compact with respect to the Gaming Facility.

NOW, THEREFORE, in consideration of the above and of the mutual promises herein contained, the sufficiency of which is acknowledged, the Parties hereby agree as follows:

1. Notwithstanding anything to the contrary contained in this Agreement, the Tribe and CCSD acknowledge and agree that CCSD's obligations under this Agreement are to serve the Tribe and the Gaming Facility as CCSD would service any other person, entity, or business in CCSD's territory. In exchange for CCSD services, the Tribe shall pay CCSD the funds set forth herein. Except as otherwise specifically set forth in this Agreement, the Tribe shall have no payment obligations to CCSD.

2. Term. This Agreement shall not become effective unless and until all of the following events have occurred:

a. This Agreement has been approved by the CCSD Board of Directors;
and

b. This Agreement has been approved by the Tribal Council of the Tribe.

3. Emergency Medical Services. CCSD, and any mutual aid emergency medical service providers, shall be the exclusive Emergency Medical Services ("EMS") provider to the Tribe and the Gaming Facility on the same terms and conditions as provided to the territory CCSD otherwise services. In the event that the Tribe determines to receive supplemental EMS services, and so long as the Tribe itself does not intend to provide the services itself, the Tribe shall first provide written notice to CCSD and allow CCSD the first right to provide such services. In the event the CCSD is not willing or able to provide supplemental EMS services, the Tribe shall contract with an EMS provider under contract with CCSD.

4. Fire and Life Safety Standards

a. During construction, the Tribe shall comply with applicable provisions of the 2016 California Fire Code and NFPA 241: Standard for Safeguarding Construction, Alteration and Demolition Operations

b. The Tribe shall adopt a Fire Protection Plan (FPP) that complies with Title 17 of the Sacramento County Code, NFPA 241 and Titles 19 and 24, Part 9 of the California Code of Regulations (collectively, the "CFC").

i. A copy of the FPP shall be provided to the CCSD within 10 days of execution of this Agreement.

ii. The FPP shall reflect the engineer-calculated minimum fire flow per minute for a duration of four hours per the CFC.

c. Security. To further mitigate potential impacts of the Gaming Facility on CCSD resources, the Tribe shall:

i. Provide emergency medical training to members of its security staff;

ii. Ensure the availability of emergency medical equipment, including defibrillators, at the Gaming Facility.

d. The Tribe shall design and maintain the fire and life safety features of the Gaming Facility site and buildings in accordance with the 2016 editions of the California Building Code and California Fire Code, as well as the currently adopted versions of all applicable referenced standards, e.g. NFPA 13, 25 and 72. This includes the private water supply, as well as inspection, testing and maintenance of fire and life safety systems, including but not limited to; smoke control systems, automatic fire sprinkler systems, automatic fire alarm systems, fire hydrants, fire extinguishers, fire pump and emergency lighting.

e. Gaming Facility Design. The Tribe agrees to consult with the CCSD concerning the operational layout of the Gaming Facility and to receive the CCSD's input as to the emergency response access and operational needs. Notwithstanding the foregoing, the Parties acknowledge that the CCSD does not have any jurisdiction or regulatory authority over the design of the Gaming Facility, does not have legal authority to approve or disapprove the Gaming Facility design, and that the decision of the Tribe to accept or reject input from the CCSD as to the Gaming Facility design shall be wholly voluntary for the Tribe and within the Tribe's sole discretion.

5. Non-Recurring Payments

a. Defined Terms. For purposes of Section 5 and Section 6:

i. "Start of Construction" shall be the earliest date of the commencement of the first placement of permanent construction of a structure on the Gaming Facility site including, without limitation, the

pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation or grading. Start of Construction shall not include excavation, clearing, grading, demolition of existing buildings, and/or filling, nor does it include the installation of off-site streets, sidewalks, walkways or other improvements.

ii. "Opening Day" is the first day that the Gaming Facility is open to the public.

b. Development Impact Fees. Tribe and CCSD agree that prior to the Start of Construction, Tribe shall pay to CCSD the amount of \$805,500. Five Hundred and Thirty Thousand Dollars (\$530,000) of this amount shall be considered direct mitigation in lieu of Development Impact Fees pursuant to CCSD Ordinance No. 7 to address fire protection and emergency response services associated with the Gaming Facility, and Two Hundred and Seventy Five Thousand Five Hundred Dollars (\$275,500) shall be considered a community contribution made for the purpose of providing additional and improved fire protection and emergency response services off-reservation to the residents of the CCSD.

c. Equipment. No later than twelve (12) months prior to the commencement of construction of any structure on the Reservation that is above three (3) access stories in height, or such other date as mutually agreed to by the Tribe and CCSD, the Tribe shall pay to CCSD an amount equal to the cost of a fully equipped aerial fire truck not to exceed One Million, Seven Hundred Thousand Dollars (\$1,700,000) for the benefit of the community and the CCSD to adequately address and purchase equipment needed for any future service needs. At least fifteen (15) months prior to commencing construction of a structure on the Reservation that is above three (3) stories in height the Tribe shall notify CCSD of the proposed construction and, if the cost of a fully equipped aerial fire truck exceeds the amount set forth in this Section 5.c, the Parties shall renegotiate this amount, in good faith, pursuant to Section 19.

d. Community Benefit Facilities Contribution. No later than five (5) years from Opening Day, the Tribe shall pay to CCSD the amount of Three Million Dollars (\$3,000,000) as a community benefit contribution. The use of the funds set forth in this Section 5.d shall be mutually negotiated by the Parties pursuant to Section 19.

e. Community Benefit Equipment Contribution. To assist CCSD with off-reservation equipment needs, no later than the Start of Construction the Tribe shall pay to CCSD the amount of Two Hundred Fifty Thousand Dollars

(\$250,000). This amount shall be considered a community contribution made for the purpose of procuring, maintaining or providing additional and improved equipment for fire protection and/or emergency response.

f. The Tribe may also seek Fire Inspection and Training services from the CCSD. In exchange for such services, the Tribe will pay the standard CCSD rates in accordance with CCSD Ordinance No. 7.

6. Recurring Payments

a. General. In recognition of the fact that the CCSD does not have the ability to directly levy taxes or assessments against the Tribe, such as property tax, Community Facility District assessments, and Landscape and Lighting District assessments, the Tribe shall make quarterly recurring payments as set forth in this Section 6. Quarterly payments in any given year in which payments are due and payable shall be paid quarterly pursuant to the following schedule: March 1, June 1, September 1 and December 1. Payments shall be made in arrears with each payment intended to cover the prior quarter's costs. In order to accommodate increasing costs and inflationary factors, unless otherwise specified in this Agreement, all payments due as set forth in this Section 6 shall increase at the rate of 2% per year, which inflator shall be applied to all amounts set forth in this Section 6 following the first anniversary of the Start of Construction.

b. During Construction. Commencing with the Start of Construction the Tribe shall make recurring annual payments to the CCSD for fire protection and emergency response services in the amount of \$375,000, paid quarterly in equal amounts of \$93,750, in the manner and subject to the annual increase set forth in Section 6.a. Two Hundred Eighty One Thousand Two Hundred Fifty Dollars (\$281,250) of the annual amount paid to the CCSD each year shall be considered direct mitigation to address fire protection and emergency response services associated with the Gaming Facility and shall, as requested by the Tribe, include a once-a-quarter site visit and tribal consultation by CCSD regarding fire prevention and public safety, and Ninety Three Thousand Seven Hundred Fifty Dollars (\$93,750) shall be considered a community contribution made for the purpose of providing additional and improved fire protection and emergency response services off-reservation to the residents of the CCSD.

c. Operation. Commencing Opening Day, the Tribe shall make recurring annual payments to the CCSD for fire protection and emergency response services in the amount of Eight Hundred Eighty Seven Thousand, Five Hundred Dollars (\$887,500), paid quarterly in equal amounts of Two Hundred Twenty One Thousand Eight Hundred Seventy Five Dollars (\$221,875), in the manner and subject to the annual increase set forth in Section 6.a. Five Hundred and Fifty Thousand Dollars (\$550,000) of the annual amount paid to the CCSD each year shall be considered direct mitigation to address fire protection and emergency

response services associated with the Gaming Facility, and Three Hundred and Thirty Seven Thousand Five Hundred Dollars (\$337,500) shall be considered a community contribution made for the purpose of providing additional and improved fire protection and emergency response services off-reservation to the residents of the CCSD.

7. Credits. The Parties agree that the community and tribal contribution amounts paid by the Tribe to the CCSD under this Agreement should be credited under Section 5.3 of the 2017 Compact against any amounts that may be due to the State of California under the 2017 Compact. CCSD agrees to support the Tribe in its effort to seek credits under the 2017 Compact. The community and tribal contributions set forth in this Agreement are further described in Exhibit A attached hereto and incorporated herein by this reference, which Exhibit may be modified from time to time to reflect any increases authorized by Section 6.a or renegotiated pursuant to Section 19.

8. Public Health and Safety Provisions

a. Applicable Codes. The Tribe acknowledges and agrees that the Gaming Facility shall comply with the California Building Code, California Fire Code and California Administrative Code, as set forth in Title 24 of California Code of Regulations, and as adopted or amended by the CCSD, as now existing or hereafter amended (“Applicable Codes”). Notwithstanding the foregoing, the Tribe need not comply with any building or construction standard that specifically applies in name or in fact only to tribal facilities. Reference to Applicable Codes herein is not intended to confer jurisdiction upon the State, its political subdivisions, or the CCSD. For purposes of this section, the terms “Building Official” as used in Title 24 of the California Code of Regulations means the entity responsible for all plan reviews, inspections, testing, certifications, and permits as employed by Wilton Rancheria as may be designated by the Tribe’s laws. Nothing herein shall limit or impair the authority of any other government agency not a party to this Agreement.

b. Special Event Planning/Response. For special events requiring additional medical emergency personnel, the Tribe shall coordinate with the CCSD Fire Chief to ensure adequate medical personnel at the Gaming Facility. The Tribe shall reimburse the CCSD for such additional medical response. In addition, the Fire Prevention Division shall be consulted during event planning to recommend appropriate measures to ensure public and firefighter safety. The Tribe shall reimburse the CCSD for such additional services as provided in accordance with fees established in Ordinance 7.

9. Termination. This Agreement shall automatically terminate on the earlier of the following dates:

a. The parties terminate this Agreement by mutual written agreement.

b. In the event of a breach involving payment of funds, the CCSD may terminate this Agreement upon 30-day written notice; provided, however, that if the Tribe cures the breach for non-payment within this 30-day period, such termination notice shall be void; or

c. Upon either party's breach of this Agreement not addressed in Section 9.a or 9.b, the non-breaching party may terminate this Agreement only after (a) giving the breaching party written notice thereof at least 90 days before the effective date of such termination, and (b) allowing the breaching party at least 60-days to cure the breach.

10. Tribal Sovereignty. The Parties acknowledge and agree that the Tribe:

a. Is a federally recognized Indian Tribe;

b. Is not subject to the jurisdiction of the State of California or the County of Sacramento or the City of Elk Grove or the Cosumnes Community Services District or any of their respective laws, rules, regulations or ordinances unless otherwise agreed-to with those governments; and

c. Has not submitted to, and nothing in this Agreement is intended to constitute or shall be construed as constituting a submission by the Tribe to the jurisdiction of any state, federal or local government or district or any of their respective officials, employees, inspectors, or contractors or to their respective laws, rules, regulations, ordinances, or general or specific plans.

11. Limited Waiver of Sovereign Immunity.

a. Notwithstanding any other provision of this Agreement, the Tribe expressly and irrevocably grants a limited waiver of sovereign immunity (and any defenses based thereon) in favor of the CCSD, but not as to any other person or entity, as to any dispute which arises under this Agreement and not as to any other action, matters or disputes.

b. The Tribe does not waive its sovereign immunity with respect to: (i) actions by third parties; or (ii) disputes between the Tribe and the CCSD that do not arise under this Agreement.

c. Notwithstanding any other provision of this Agreement, the Tribe's limited waiver of sovereign immunity shall not extend to any assets of the Tribe other than the revenue stream from the Gaming Facility.

12. Limitation on Remedies. In addition to any other rights and remedies, either Party may institute a legal action to cure, correct or remedy any default, to specifically enforce any covenant or agreement herein, or to enjoin any threatened or attempted violation. Notwithstanding anything in this Agreement to the contrary, with the exception of any rights and remedies that the Tribe may have against the CCSD under the Government Claims Act (Government Code Title 1, Division 3.6, commencing with Section 810 *et seq.*), the Tribe hereby waives any and all claims for money damages against the CCSD for breach of this Agreement. Nothing in this section is intended to, nor does it, limit the Parties' rights to equitable remedies as permitted by law including, without limitation, injunctive or declaratory relief. Nothing herein shall limit the CCSD's ability to seek money damages should the Tribe fail to make payments or fulfill other financial obligations under this Agreement.

13. Standard of Care. CCSD agrees that the services provided hereunder shall be performed in a professional manner consistent with the same or similar services provided to the other areas of Elk Grove, California.

14. Authority. Each party represents and warrants that (i) this Agreement has been duly authorized and shall be binding upon it, (ii) it is duly organized, validly existing, and (iii) this Agreement will not violate the terms of any other agreement or obligations of such party.

15. Governing Law. This Agreement shall be construed and interpreted according to the laws of the State of California. Should any judicial proceeding be brought relating to this Agreement, venue shall lie exclusively, at the option of the filing party, in the Sacramento Superior Court or the United States District Court for the Eastern District of California.

16. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all previous oral or written understandings, representations or agreements related to the subject matter of this Agreement. This Agreement may not be changed except by written amendment signed by both parties.

17. No Waiver. No failure, inaction, neglect or delay by any party in exercising any of its rights under this Agreement shall operate as a waiver, forfeiture or abandonment of such rights or any other rights under this Agreement.

18. Mutual Cooperation. The Tribe and CCSD intend to advance a cooperative and mutually respectful relationship with one another. Representatives of the Tribe and of CCSD shall meet regularly, at least once a year, to discuss any issues or concerns either or both may have with respect to the impacts associated with the Gaming Facility or with this Agreement or otherwise.

19. Re-Negotiation.

a. Should the CCSD provide evidence of a material increase in any impact affecting CCSD's ability to provide services to the Gaming Facility including, without limitation, any monetary cap set forth in this Agreement that does not reflect the current costs or a need for consultants or third-party services, as compared to the operations described in the FEIS/ROD, the Tribe agrees to review the evidence presented and re-negotiate in good faith. Failure to re-negotiate, in good faith, shall constitute a breach of this Agreement and either party may exercise its rights under Section 9.c. Notwithstanding the foregoing, the Parties agree that an increase in operations or the number of gaming devices shall not, by themselves, be considered an increased impact, absent substantial evidence showing otherwise.

b. Notwithstanding Section 18a, in the event the Tribe (i) commences construction or re-construction of the Gaming Facility in a manner that would increase the Gaming Facility's capacity, height and/or square footage, or (ii) commences construction to the extent that additional fire and/or medical personnel is required to be available or on-site during construction, the parties shall immediately meet and confer, in good faith, to determine the reasonable changes to annual and/or one-time payments. Failure to reach an agreement prior to commencement of construction pursuant to this subdivision (f) shall constitute a breach of this Agreement, and either party may exercise its rights under Section 9.

20. Indemnification. The Tribe agrees to defend, indemnify and hold harmless the CCSD from and against any and all claims, losses, proceedings, damages, causes of action, liability, costs and expenses (including its reasonable attorneys' fees) arising from any action or proceeding filed against the CCSD that challenges the CCSD's approval, execution or delivery of this Agreement, provided however, that the Tribe shall have the right and authority to control any such litigation contemplated under this Section 20.

21. Severability. Notwithstanding any provision of applicable law to the contrary, if any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable, this Agreement shall be construed and enforced as if such void, illegal, invalid or unenforceable provision had never comprised a part of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the void, illegal, invalid or unenforceable provision or by its severance from this Agreement.

22. Time is of the Essence. Time is of the essence of each and every provision of this Agreement.

23. Notice. Any notice or notices required or permitted to be given pursuant to this Agreement shall be personally served by the party giving notice or shall be served by U.S. mail. Notices shall be sufficient if personally served on or if sent by U.S. mail, postage prepaid, addressed to:

Wilton Rancheria:

Wilton Rancheria
Attn: Raymond Hitchcock, Chairman
9728 Kent Street
Elk Grove, CA
Email: rhitchcock@wiltonrancheria-nsn.gov

With a copy to:

Lewis Roca Rothgerber Christie LLP
Attn: Stephen Hart, Esq.
201 East Washington Street, Suite 1200
Phoenix, AZ 85004
Email: shart@lrrc.com

CCSD:

Cosumnes Community Services District
Attn: General Manager
8820 Elk Grove Blvd.
Elk Grove, CA 95624
Email: JoshuaGreen@yourcsd.com

With a copy to:

Cosumnes Community Services District
Attn: District Counsel
8820 Elk Grove Blvd.
Elk Grove, CA 95624
Email: SigridAsmundson@yourcsd.com

[Signature pages to follow]

Signature Page
To
Memorandum of Understanding Between
The Cosumnes Community Services District
And Wilton Rancheria

COSUMNES COMMUNITY SERVICES DISTRICT,
a California independent special district formed pursuant to Government Code Section 61000 *et seq.*

By: _____
Joshua Green
General Manager

Attest:

By: _____
Elenice Gomez
Clerk to the Board

Approved as to form:

By: _____
Sigrid Asmundson
District Counsel

Signature Page
To
Memorandum of Understanding Between
The Cosumnes Community Services District
And Wilton Rancheria

WILTON RANCHERIA,
a federally recognized Indian Tribe

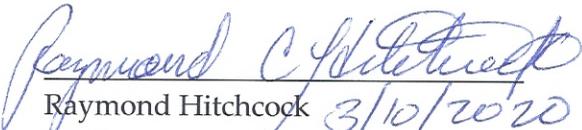
By: 
Raymond Hitchcock 3/10/2020
Its: Chairman

Exhibit A

COMMUNITY AND TRIBAL CONTRIBUTIONS

Description	Mitigation	Community Contribution
Development Impact Fees Section 5(b)	\$530,000	\$275,000
Equipment, Aerial Fire Truck Section 5(c) ¹	x	\$1,700,000
Community Benefits Facilities Contribution Section 5(d)	x	\$3,000,000
Community Benefit Equipment Contribution Section 5(e)	x	\$250,000
Construction Payments Section 6(b) ²	\$281,250	\$93,750
Operation Payments Section 6(c) ³	\$550,000	\$337,500

¹ Subject to potential reopener pursuant to Section 19.

² Amounts increase by 2% per year pursuant to Section 6.a.

³ Amounts increase by 2% per year pursuant to Section 6.a.