REGULAR BOARD OF DIRECTORS MEETING
WEDNESDAY, JUNE 2, 2021

REGULAR MEETING – 6:30 P.M.

Live Broadcast
via livestream

https://www.yourcsd.com/896/Live-Board-Meeting

CORONAVIRUS DISEASE (COVID-19) ADVISORY
To protect our constituents, District officials request all members of the public to follow the California Department of Health Services’ guidance and the County of Sacramento Public Health Officer Order for the Control of COVID-19 restricting group events and gatherings and maintaining social distancing. Consistent with Executive Order N-29-20 issued on March 21, 2020, the meeting will be broadcasted via livestream. In-person participation by the public will not be permitted and no physical location from which the public may observe the meeting will be available.

Remote public participation is available in the following ways: 1) Email public comments to clerkoftheboard@yourcsd.com by 5:00 pm, Wednesday, June 2, 2021. Public comments received after this time might not be received in time to be read into the record but will be included in the written record. The Clerk will read the comments submitted via email out loud during public comment, subject to the customary 3-minute time limitation. If your comment concerns a specific agenda item, please note the item in the subject line of your email; and 2) Leave a voice mail for the Clerk of the Board at 916-405-7169 by 5:00 pm Wednesday, June 2, 2021, and the item you wish to comment on and the Clerk will play the voice mail when the item is up for consideration. The customary 3-minute time limitation will be observed.
AGENDA

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 May 19, 2021, Regular Board Meeting Minutes.
5. Approve Board Meetings Schedule for Fiscal Year 2021/2022.
7. Authorize Agreements for On-call Environmental Review Services.
8. Approve Agreement for Custodial Services for Parks and Other Facilities.
E. PUBLIC HEARINGS

9. SUBJECT: Public Hearing to Approve Resolutions Levying Annual Assessment; Approve Final Engineer’s Reports for Fiscal Year 2021/2022.

RECOMMENDATIONS:

1. Open the public hearing and take testimony on the Fiscal Year 2021-2022 District Wide Landscape and Lighting Assessment District, Camden Park Assessment District, Camden Estates & Camden Pointe Improvement District, Fallbrook/Park Lane/Britschgi Park Assessment District, Hampton Village Improvement District, Perry Ranch Improvement District, and Vista Creek Park Landscape and Lighting (L&L) Assessment; and

2. Approve Resolution No. 2021-33 approving Engineer’s Reports, ordering, confirming and levying the Fiscal Year 2021-2022 annual assessment within the boundaries of the District Wide Landscape and Lighting Assessment District, Camden Park Assessment District, Camden Estates & Camden Pointe Improvement District, Fallbrook/Park Lane/Britschgi Park Assessment District, Hampton Village Improvement District, Perry Ranch Improvement District, and Vista Creek Park Landscape and Lighting (L&L) Assessment and its zones of benefit pursuant to Resolution of Intention.


RECOMMENDATIONS:

1. Receive the Chief Administrative Officer’s report on the General Manager’s biennial budget for Fiscal Years 2021-22 and 2022-23, and

2. Approve the emergency purchase order to reimburse the Department of Health Care Services for the over payment of the Ground Emergency Medical Transportation Program (GEMT) Medi-Cal payments totaling $123,665.11, and

3. Approve the biennial budget for Fiscal Year 2021-2022 and Fiscal Year 2022-23, including the efficiency packages as presented, incorporating position control amendments to the existing classification and salary schedules, and direct staff to finalize and print the budget.

F. STAFF REPORTS

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

None
G. BOARD OF DIRECTOR’S BUSINESS

11. Miscellaneous Reports
12. Meeting/Event Approval
13. Meeting/Event Reports

H. 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.

I. 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 website at https://www.yourcsd.com/AgendaCenter/Board-of-Directors-2.

Certificate of Posting of Agenda
I hereby declare that the foregoing Agenda for the June 2, 2021 Regular Meeting of the Cosumnes Community Services District Board of Directors was posted on May 27, 2021 at 8820 Elk Grove Blvd., Elk Grove, California, 95624, and was available for public review at that location.

Signed this 27th day of May, 2021
REGULAR BOARD MEETING – 6:30 PM

ATTENDANCE

Directors present included Rod Brewer, Orlando Fuentes, Jim Luttrell and Jaclyn Moreno. Director Gil Albiani was absent and excused. General Manager Joshua Green, District Counsel Sigrid Asmundson, Fire Chief Felipe Rodriguez, Chief Administrative Officer Nitish Sharma, Administrator of Parks and Recreation Phil Lewis and Chief of Planning Design and Construction Paul Mewton, were also present.

A. CALL TO ORDER/PLEDGE OF ALLEGIANCE

1. President Luttrell called the meeting to order at 6:34 p.m.
2. Management Analyst Pam Dawson, led the Pledge of Allegiance.
3. A moment of silence was observed in honor of Officer Inn from Stockton Police, Irene West, Catherine ‘Ofa Mann and the conflict in the Middle East.

B. ANNOUNCEMENTS/PRESENTATION

None

C. COMMUNICATIONS FROM THE PUBLIC

None

D. CONSENT CALENDAR

5. Receive and file the April 2021 Departments Report.
9. Authorize the General Manager to Execute a Multiyear Agreement with Richardson & Company, LLP to Provide Auditing Services.
10. Authorize the General Manager to Execute and Award a Multiyear Agreement to Hunt & Sons, Inc. for Fuel Procurement as Negotiated by the Sacramento Area Council of Governments.

Director Fuentes moved to approve consent items 4 through 11; seconded by Director Moreno. Vote was 4 yes and 0 noes.

E. PUBLIC HEARINGS

12. **SUBJECT:** Public Hearing to Approve Resolution No. 2021-23 Adopting the Book of Fees Schedule. (N. Sharma)
RECOMMENDATIONS:
1. Conduct a Public Hearing; and

Chief Administrative Officer Nitish Sharma reviewed the staff report.

President Luttrell opened the public hearing at 6:55 pm.
There were no comments from the public.
President Luttrell closed the public hearing at 6:55 pm.

After deliberating, Director Brewer moved to accept staff’s recommendation and approve Resolution No. 2021-23, adopting the Book of Fees Schedule, seconded by Director Fuentes. Vote was 4 yes and 0 noes. The motion passed.

F. STAFF REPORTS
13. SUBJECT: Proclamation Endorsing June 2021 as LGBTQ+ Pride Month (K. Gonzalez)

RECOMMENDATIONS:
1. Adopt a proclamation endorsing June 2021 as LGBTQ+ Pride Month.
2. Hold a discussion and provide direction on the flying of the rainbow flag at the Administration building, on the subordinate flag pole, during the month of June 2021.

Director of Business and Public Affairs Kelly Gonzalez reviewed the staff report.

After deliberating Director Brewer moved to accept staff’s recommendation to adopt proclamation endorsing June 2021 as LGBTQ+ Pride Month and directed staff to fly the pride flag on the subordinate flag pole in front of the Administration building during the month of June, 2021, seconded by Director Fuentes. Vote was 4 yes and 0 noes. The motion passed.

G. BOARD OF DIRECTORS BUSINESS
13. Miscellaneous Reports
14. Meeting/Event Approval
15. Meeting/Event Report

H. IDENTIFICATION OF ITEMS FOR FUTURE MEETING
None

I. ADJOURNMENT
President Luttrell adjourned the regular meeting at 7:13 pm.

Approved: __________________________
Board President

Attest: __________________________
Secretary to the Board
RECOMMENDATION

The Board of Directors:

1. Approves the schedule of meetings of the Board of Directors for Fiscal Year 2021/22 (Attachment A).

BACKGROUND/ANALYSIS

Per Board Policy, the Board of Directors (Board) holds regular meetings of the Board twice monthly, on the first and third Wednesday of each month. Periodically, the Board will also hold pre-planned special meetings as workshops, and occasionally will schedule additional special meetings for unanticipated District business.

It is typical for the Board to modify the meeting schedule to avoid meeting on Federal Holidays, or during other times of the year in which the Board, public, and staff would have conflicts, such as the week of July 4th or during winter break. These decisions to modify are often can be made at any time, but in a best effort to plan accordingly staff prefer to identify these dates annually during the close of the previous fiscal year.

District staff prepare District business in accordance with the schedule of regular Board meetings. Presentation of staff reports, presentations, and public hearings often represent a culmination of weeks of preparation. To “make” a specific agenda date, staff must submit all materials no later than nine (9) business days prior to the regularly scheduled Board meeting. The items then receive a final legal, financial, personnel, and General Manager review before being published no later than the Friday proceeding the upcoming Wednesday meeting for Brown Act compliance. The standard agenda item process of writing to review, is normally a thirteen (13) business day process from start to finish, although some may take longer.

By preparing a Board meeting schedule, staff will be able to accommodate for modifications to the schedule in advance, which will result in better planning and more efficient use of resources. Furthermore, scheduling known special meeting workshops well in advance allows the Board, public, and staff to anticipate these meetings in their schedules and avoid conflicts or the difficulty of scheduling meetings around already compressed calendar appointments.
FINANCIAL ANALYSIS
There will be no impact to District finances as a result of the recommended Board action.

SUSTAINABILITY ANALYSIS
There will be no environmental impact as a result of the recommended Board action

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

Respectfully submitted,

Elenice Gomez
Clerk of the Board

Attachment A

Staff Report recommendation authorized by:  Approved as to Form:

___________________________  __________________________
General Manager General Counsel
### Fiscal Year 2021/22

**Board of Directors Meetings**

<table>
<thead>
<tr>
<th>DATE</th>
<th>TYPE</th>
<th>NOTES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wednesday, July 7, 2021</td>
<td>Regular</td>
<td></td>
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<tr>
<td>Wednesday, July 21, 2021</td>
<td>Regular</td>
<td></td>
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<tr>
<td>Wednesday, August 4, 2021</td>
<td>Regular</td>
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<tr>
<td>Wednesday, August 18, 2021</td>
<td>Regular</td>
<td>Fall Recess (No Meeting)</td>
</tr>
<tr>
<td>Wednesday, September 1, 2021</td>
<td>Regular</td>
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<td>Wednesday, September 15, 2021</td>
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<td>Wednesday, October 6, 2021</td>
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<td>Wednesday, October 20, 2021</td>
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<td>Wednesday, November 3, 2021</td>
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<td>Wednesday, November 17, 2021</td>
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<tr>
<td>Wednesday, December 1, 2021</td>
<td>Regular</td>
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<tr>
<td>Wednesday, December 15, 2021</td>
<td>Regular</td>
<td></td>
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<tr>
<td>Wednesday, January 5, 2022</td>
<td>Regular</td>
<td>Winter Recess (No Meeting)</td>
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<td>Wednesday, January 19, 2022</td>
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<td>Wednesday, February 2, 2022</td>
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<td>Wednesday, March 16, 2022</td>
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<td>Wednesday, March 30, 2022</td>
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<td>Annual Board Workshop</td>
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<tr>
<td>Wednesday, June 1, 2022</td>
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<td></td>
</tr>
<tr>
<td>Wednesday, June 15, 2022</td>
<td>Regular</td>
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</tbody>
</table>

Board of Directors may also modify this schedule as necessary or add additional special meetings as needed.
STAFF REPORT

DATE: June 2, 2021
TO: Board of Directors
FROM: Paul Mewton,
Chief of Planning, Design & Construction
BY: Justin Ellermeyer, Facilities Manager
SUBJECT: APPROVAL OF MULTI-YEAR AGREEMENT FOR DISTRICT WIDE ON-CALL PLUMBING SERVICES

RECOMMENDATION

The Board of Directors:

1) Awards a one-year agreement, with the option to renew for two additional one-year terms, to Elk Grove Plumbing & Drain to provide on-call plumbing services for the District’s owned and operated facilities, not to exceed $50,000 per year; and
2) Authorizes the General Manager to execute the agreement and any amendments.

BACKGROUND/ANALYSIS

The Facility and Development Department requires the use of contracted plumbing services to respond to emergency and urgent plumbing issues such as clogs, leaks, and equipment repairs of which the District is not equipped to respond. In most cases with plumbing problems, time is of the essence and the District cannot afford to solicit multiple bids from contractors.

The District posted an RFP on its website beginning March 22, 2021 and ending April 30, 2021. In addition, multiple plumbing contractors were contacted via phone and email to make them aware of the District’s search in an effort to increase competition and options for the District. Elk Grove Plumbing & Drain was the sole bidder.

Elk Grove Plumbing & Drain is a locally owned company that the District has utilized on multiple occasions over the years. They have always provided timely service and excellent workmanship.

FINANCIAL ANALYSIS

While predicting the exact financial effects of on-call plumbing services is not feasible, expenditures in FY 19/20 totaled approximately $14,000 and YTD costs for FY 20/21 is approximately $13,500. District personnel perform many regular preventative maintenance activities and feasible repairs to help minimize these contracted costs.
SUSTAINABILITY ANALYSIS

While the approval of this agreement does not have any direct impacts on environmental sustainability the timely repair and replacement of plumbing infrastructure ensures the prevention of water wastage. Water conservation in facilities is identified as Sustainability Measure BD-5 in the district’s Climate Action Plan/Sustainability Plan.

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

Respectfully submitted,

[Signature]
Paul Mewton
Chief of Planning, Design and Construction

Staff Report recommendation authorized by: 
[Signature]
General Manager

Approved as to Form:
[Signature]
General Counsel
STAFF REPORT

DATE: June 2, 2021
TO: Board of Directors
FROM: Paul Mewton, Chief of Planning, Design & Construction
BY: Scott Jones, Engineering, Development and Design Director

SUBJECT: AUTHORIZE AGREEMENTS FOR ON-CALL ENVIRONMENTAL REVIEW SERVICES

RECOMMENDATION
The Board of Directors (“Board”):

1. Authorizes the General Manager to execute agreements for On-Call Environmental Review Services with AECOM and Dudek for a total aggregate amount not to exceed $400,000.

BACKGROUND/ANALYSIS
The California Environmental Quality Act (CEQA) generally requires state and local government agencies to inform decision makers and the public about the potential environmental impacts of proposed projects, and to reduce those environmental impacts to the extent feasible.

Most District Capital Improvement Projects (CIP) and various other planning projects require CEQA analysis. Depending on project complexity and previous environmental review, CEQA documentation can range from brief to complex. Expertise may be required from planners, biologists, archaeologists, traffic engineers, and noise specialists. Documentation costs can range from a few thousand dollars to tens of thousands of dollars. This expertise is best provided by firms which specialize in environmental review.

Because the timing and complexity of District CIP projects vary, on-call review is the most cost-effective way to address CEQA analysis. Anticipating that multiple projects may need environmental review simultaneously; staff envisions two firms on call to ensure documentation is produced in a timely manner.

On April 8, 2021, the District issued a Request for Qualifications (RFQ) from qualified firms to provide on-call environmental review services. Proposals were due on April 29, 2021 and the seven proposals were received. The proposals were reviewed by staff and evaluated on the areas of mandatory elements, experience and expertise, project approach, project examples from other clients, and price. The top four ranked firms, shown below, participated in an online interview to explore how they would address CEQA analysis for District projects:

1. AECOM
2. AES
3. Dudek
4. Raney Planning and Management
Based on the proposal and interview evaluation, staff ranked AECOM and Dudek as the top two firms with the expertise, experience, and best fit to address District CEQA analysis needs.

Both firms are being recommended for approval to provide On-Call Environmental Review Services. CSD Professional Service Agreements are attached for both AECOM and Dudek.

**FINANCIAL ANALYSIS**

The services to be provided meet the District’s value of Financial Responsibility. As District CIP projects come forward, staff and the Consultants will identify a scope of work and fee for the correct environmental analysis, then issue an amendment to the Professional Services agreement. Environmental review costs are funded within the approved CIP budget for each project.

**SUSTAINABILITY ANALYSIS**

CEQA analysis evaluates environmental impacts only and is a separate legally required process not necessarily related to sustainability analysis. However, ensuring projects meet CEQA requirements often has concurrent environmental benefits that correspond with sustainability measures identified within the District’s Climate Action Plan/Sustainability Action Plan.

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

Respectfully submitted,

[Signature]

Paul Mewton
Chief of Planning, Design and Construction

**ATTACHMENTS:**

A - Professional Services Agreement with AECOM
B - Professional Services Agreement with Dudek
Attachment A

AECOM Prof. Services Agreement
COSUMNES COMMUNITY SERVICES DISTRICT
PROFESSIONAL SERVICES AGREEMENT
ON CALL ENVIRONMENTAL REVIEW SERVICES – Project #DA-21-027

This Agreement is made and entered into as of June 2021 by and between the Cosumnes Community Services District, a municipal corporation organized and operating under the laws of the State of California with its principal place of business at 8820 Elk Grove Boulevard, Elk Grove, CA 95624 (“District”), and AECOM with its principal place of business 2020 L Street, Suite 400, Sacramento, CA 95814 (hereinafter referred to as “Consultant”). District and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

RECITALS

A. District is a public agency of the State of California and is in need of professional services for the following project:

On Call Environmental Review Services (hereinafter referred to as “the Project”).

B. Consultant is duly licensed and has the necessary qualifications to provide such services.

C. The Parties desire by this Agreement to establish the terms for District to retain Consultant to provide the services described herein.

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services.

Consultant shall provide the District with the services described in the AECOM Statement of Qualifications, dated April 29, 2021, attached hereto as Exhibit “A.”

2. Compensation.

a. Subject to paragraph 2(b) below, the District shall pay for such services in accordance with the Schedule of Charges set forth in Exhibit “A.”

b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed an aggregate amount of $400,000 for work on environmental services authorized by Amendment in Section 3. Notwithstanding the foregoing, upon the prior written approval of District Consultant shall be entitled to additional compensation for work in the event that Consultant experiences any increases in costs due to changes in the scope of work or for additional work requested by District or changes in the manner or method of performance of work or due to changes in schedule or circumstances not solely caused by Consultant. Consultant shall be compensated for all such additional work either as agreed in writing by the Parties or for additional work as set forth in Section 3 below. This amount is to cover all printing and related costs, and the District will not pay any additional fees for printing expenses. Payments shall be made within 30 days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.
3. **Additional Work.**

If changes in the work seem merited by Consultant or the District, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the District by Consultant with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be prepared by the District and executed by both Parties (an “Amendment”) before performance of such services. The District will not be required to pay for the changes and the Consultant will not be required to perform any changes to the scope of work unless an Amendment is executed by both Parties. Such Amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

4. **Maintenance of Records.**

Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available at all reasonable times during the contract period and for four (4) years from the date of final payment under the contract for inspection by District.

5. **Time of Performance.**

Consultant shall perform its services in a prompt and timely manner pursuant to the Standard of Care set forth below and shall commence performance upon the District’s acceptance of its proposal and receipt of written notice from the District to proceed (“Notice to Proceed”). Consultant shall complete the services required hereunder within Exhibit A. The Notice to Proceed shall set forth the date of commencement of work.

6. **Delays in Performance.**

a. Neither District nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.

b. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

7. **Compliance with Law.**

a. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Cal/OSHA requirements.

b. If required, Consultant shall assist the District, as an additional service as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies.
c. If applicable, Consultant is responsible for all costs of clean up and/or removal of hazardous and toxic substances brought onto the site by Consultant and spilled as a result of his or her negligent performance of the services or operations performed under this Agreement. District agrees to advise Consultant of the existence of any hazardous substances, wastes or conditions affecting the Site or the Services to be performed hereunder. Nothing in this Agreement shall be construed or interpreted as requiring Consultant to assume the status of, and District acknowledges that Consultant does not act in the capacity nor assume the status of, District or others as a “generator,” “owner,” “operator,” “transporter,” “disposer,” or “arranger” in the treatment, storage, disposal, or transportation of any hazardous substance or waste as those terms are understood within the meaning of the Resource Conservation and Recovery Act, Comprehensive Environmental Response, Compensation and Liability Act, or any other similar federal, state, or local law, regulation, or ordinance. District acknowledges that Consultant has neither created nor contributed to the creation or existence of any air, subsurface, ground, or other environmental hazards, contamination, or pollution or the presence of toxic or hazardous substances or materials, whether latent or patent, at any Site prior to the date on which Services commenced (“Pre-Existing Conditions”).

8. **Standard of Care**

Consultant’s services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently performing the same or similar services, practicing under similar conditions, at the same time in the same or similar locality.

9. **Assignment and Subconsultant**

Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the District, which may not be withheld unreasonably for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. Nothing contained herein shall prevent Consultant from employing independent associates, and subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

10. **Independent Consultant**

Consultant is retained as an independent contractor and is not an employee of District. No employee or agent of Consultant shall become an employee of District. The work to be performed shall be in accordance with the work described in this Agreement, subject to such directions and amendments from District as herein provided.

11. **Insurance.** Consultant shall not commence work for the District until it has provided evidence satisfactory to the District it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.
a. **Commercial General Liability**

(i) The Consultant shall take out and maintain, during the performance of all work under this Agreement, in the amounts specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the District.

(ii) Coverage for Commercial General Liability insurance shall be the following:

(1) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent.

(iii) Commercial General Liability Insurance must include coverage for the following:

(1) Bodily Injury and Property Damage
(2) Personal Injury/Advertising Injury
(3) Premises/Operations Liability
(4) Products/Completed Operations Liability
(5) Aggregate Limits that Apply per Project
(6) Explosion, Collapse and Underground (UCX) exclusion deleted
(7) Contractual Liability with respect to this Contract
(8) Broad Form Property Damage
(9) Independent Consultants Coverage

(iv) The policy shall contain a waiver of subrogation.

(v) The policy shall give District, its officials, officers, employees, designated agents and District designated volunteers additional insured status using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or similar endorsements providing the exact same coverage.

(vi) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the District, and provided that such deductibles shall not apply to the District as an additional insured.

b. **Automobile Liability**

(i) At all times during the performance of the work under this Agreement, the Consultant shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the District.

(ii) Coverage for automobile liability insurance shall be the same as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

(iii) The policy shall give District, its officials, officers, employees, designated agents and District designated volunteers additional insured status.
(iv) Subject to written approval by the District, the automobile liability program may utilize deductibles, provided that such deductibles shall not apply to the District as an additional insured, but not a self-insured retention.

c. Workers’ Compensation/Employer’s Liability

(i) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

(ii) To the extent Consultant has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, the Consultant shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the “Workers’ Compensation and Insurance Act,” Division IV of the Labor Code of the State of California and any acts amendatory thereof, and Employer’s Liability Coverage in amounts indicated herein. Consultant shall require all subconsultants to obtain and maintain, for the period required by this Agreement, workers’ compensation coverage of the same type and limits as specified in this section.

d. Professional Liability (Errors and Omissions)

At all times during the performance of the work under this Agreement the Consultant shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the District and in an amount indicated herein. This insurance shall protect against negligent acts, errors or omissions of the Consultant. “Covered Professional Services” as designated in the policy must specifically include work performed under this Agreement. The policy must “pay on behalf of” the insured and must include a provision establishing the insurer's duty to defend.

e. Minimum Policy Limits Required

(i) The following insurance limits are required for the Agreement:

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Limit</th>
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</thead>
<tbody>
<tr>
<td>Commercial General Liability</td>
<td>$1,000,000 per occurrence / $2,000,000 aggregate for bodily injury, personal injury, and property damage</td>
</tr>
<tr>
<td>Automobile Liability</td>
<td>$1,000,000 combined single limit per accident for bodily injury and property damage</td>
</tr>
<tr>
<td>Employer’s Liability</td>
<td>$1,000,000 per accident/disease – policy limit/ disease – each employee.</td>
</tr>
<tr>
<td>Professional Liability</td>
<td>$1,000,000 per claim and aggregate (errors and omissions)</td>
</tr>
</tbody>
</table>
f. Evidence Required

Prior to execution of the Agreement, the Consultant shall file with the District evidence of insurance from Consultant’s insurance broker certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer’s equivalent) signed by the insurer’s representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

g. Policy Provisions Required

(i) Consultant shall provide the District thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the District at least ten (10) days prior to the effective date of cancellation or expiration.

(ii) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Consultant’s policy is primary insurance and that any insurance, self-insurance or other coverage maintained by the District or any named insureds shall not be called upon to contribute to any loss.

(iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(iv) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to waiver of subrogation in favor of the District, its officials, officers, employees, designated agents, and designated volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant shall require similar waivers of subrogation and insurance clauses from each of its subconsultants.

(v) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant’s indemnification obligations to the District and shall not preclude the District from taking such other actions available to the District under other provisions of the Agreement or law.
h. Qualifying Insurers

   (i) All policies required shall be issued by acceptable insurance companies, as determined by the District, which satisfy the following requirements:

   (1) Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

i. Additional Insurance Provisions

   (i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the District, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

   (ii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, District has the right but not the duty to obtain the insurance it deems necessary and any premium paid by District will be promptly reimbursed by Consultant or District will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, District may cancel this Agreement.

   (iii) The District may require the Consultant to provide redacted copies of all insurance policies in the event of a claim.

   (iv) Neither the officials, officers, employees, designated agents or designated volunteers of the District shall be personally responsible for any liability arising under or by virtue of this Agreement.

j. Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the District that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to include the District as an additional insured using ISO form CG 20 38 04 13 or a similar endorsement providing the exact same coverage. If requested by Consultant, District may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

12. Indemnification.

   a. To the fullest extent permitted by law, Consultant shall defend (with counsel reasonably approved by the District), indemnify and hold the District, its officials, officers, employees, designated agents and designated volunteers free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, (collectively, “Claims”) to the extent caused by the negligent acts, errors or omissions, or willful misconduct of Consultant, its officials, officers,
employees, subcontractors, consultants or agents in connection with the performance of the Consultant’s services, the Project or this Agreement. Notwithstanding the foregoing, to the extent Consultant’s services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to Claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant. Consultant’s obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the District, its officials, officers, employees, agents or volunteers.


a. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., 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 or more, Consultant agrees to fully comply with such Prevailing Wage Laws, if applicable. Consultant shall defend, indemnify and hold the District, its 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. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Section 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1).

b. If the services are being performed as part of an applicable “public works” or “maintenance” project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such Services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant’s sole responsibility to comply with all applicable registration and labor compliance requirements.

14. Verification of Employment Eligibility.

By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subconsultants and sub-subconsultants to comply with the same.

15. Laws and Venue.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of Sacramento, State of California.
16. **Termination or Abandonment**

   a. District has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days written notice to Consultant. In such event and upon Consultant’s payment for its services performed up to the effective date of termination, District shall be given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. District shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by District and Consultant of the portion of such task completed but not paid prior to said termination. District shall not be liable for any compensation other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

   b. Consultant may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to District only in the event of failure by District to perform in accordance with the terms of this Agreement through no fault of Consultant.

17. **Documents.** Except as otherwise provided in “Termination or Abandonment,” above and excluding Consultant’s intellectual property and pre-existing information, all original field notes, written reports, Drawings and Specifications and other documents, produced or developed for the Project shall, upon payment in full for the services described in this Agreement, be furnished to and become the property of the District.

18. **Organization**

Consultant shall assign Petra Unger as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the District which consent shall not be unreasonably withheld.

19. **Limitation of Agreement.**

This Agreement is limited to and includes only the work included in the Project described above.

20. **Notice**

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:
and shall be effective upon receipt thereof.

21. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the District and the Consultant.

22. Equal Opportunity Employment

Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

23. Entire Agreement

This Agreement, with its exhibits, represents the entire understanding of District and Consultant as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both Parties hereto. This is an integrated Agreement.

24. Severability

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the provisions unenforceable, invalid or illegal.

25. Successors and Assigns

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each party to this Agreement. However, neither party shall assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the other party. Any attempted assignment without such consent shall be invalid and void.
26. **Non-Waiver**

None of the provisions of this Agreement shall be considered waived by either party, unless such waiver is specifically specified in writing.

27. **Schedule**

Consultant and District will agree to a project schedule as set forth in Section 5.

28. **District’s Right to Employ Other Consultants**

District reserves its right to employ other consultants, including engineers, in connection with this Project or other projects.

29. **Prohibited Interests**

Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, District shall have the right to rescind this Agreement without liability. For the term of this Agreement, no director, official, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

30. **Mutual Waiver of Consequential Damages**

IN NO EVENT SHALL EITHER PARTY, AFFILIATES AND SUBSIDIARIES OR THEIR RESPECTIVE DIRECTORS, OFFICERS OR EMPLOYEES BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF REVENUE, LOSS OF USE OR INTERRUPTION OF BUSINESS) ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

[SIGNATURES ON FOLLOWING PAGE]
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

COSUMNES COMMUNITY SERVICES DISTRICT

By: Joshua M. Green
   General Manager

AECOM

By: Petra Unger
   Its: Principal/Project Manager
   Printed Name: Petra Unger

ATTEST:

By: Board Clerk
EXHIBIT A

AECOM Proposal for On Call Environmental Services, date April 29, 2021
Attachment B

Dudek Prof. Services Agreement
COSUMNES COMMUNITY SERVICES DISTRICT
PROFESSIONAL SERVICES AGREEMENT
ON CALL ENVIRONMENTAL REVIEW SERVICES – Project #DA-21-027

This Agreement is made and entered into as of June 2021 by and between the Cosumnes Community Services District, a municipal corporation organized and operating under the laws of the State of California with its principal place of business at 8820 Elk Grove Boulevard, Elk Grove, CA 95624 (“District”), and Dudek with its principal place of business 1102 R Street, Sacramento, CA 95811 (hereinafter referred to as “Consultant”). District and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

RE bâtals

A. District is a public agency of the State of California and is in need of professional services for the following project:

On Call Environmental Review Services (hereinafter referred to as “the Project”).

B. Consultant is duly licensed and has the necessary qualifications to provide such services.

C. The Parties desire by this Agreement to establish the terms for District to retain Consultant to provide the services described herein.

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services.

Consultant shall provide the District with the services described in the Dudek Statement of Qualifications, dated April 29, 2021, attached hereto as Exhibit “A.”

2. Compensation.

a. Subject to paragraph 2(b) below, the District shall pay for such services in accordance with the Schedule of Charges set forth in Exhibit “A.”

b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed an aggregate amount of $400,000 for work on environmental services authorized by Amendment in Section 3. This amount is to cover all printing and related costs, and the District will not pay any additional fees for printing expenses. Periodic payments shall be made within 30 days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

3. Additional Work.

If changes in the work seem merited by Consultant or the District, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the District by Consultant
with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be prepared by the District and executed by both Parties before performance of such services, or the District will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

4. **Maintenance of Records.**

Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available at all reasonable times during the contract period and for four (4) years from the date of final payment under the contract for inspection by District.

5. **Time of Performance.**

Consultant shall perform its services in a prompt and timely manner and shall commence performance upon receipt of written notice from the District to proceed (“Notice to Proceed”). Consultant shall complete the services required hereunder within Exhibit A. The Notice to Proceed shall set forth the date of commencement of work.

6. **Delays in Performance.**

   a. Neither District nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.

   b. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

7. **Compliance with Law.**

   a. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Cal/OSHA requirements.

   b. If required, Consultant shall assist the District, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies.

   c. If applicable, Consultant is responsible for all costs of clean up and/or removal of hazardous and toxic substances spilled as a result of his or her services or operations performed under this Agreement.

8. **Standard of Care**

Consultant’s services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.
9. **Assignment and Subconsultant**

Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the District, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. Nothing contained herein shall prevent Consultant from employing independent associates, and subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

10. **Independent Consultant**

Consultant is retained as an independent contractor and is not an employee of District. No employee or agent of Consultant shall become an employee of District. The work to be performed shall be in accordance with the work described in this Agreement, subject to such directions and amendments from District as herein provided.

11. **Insurance**. Consultant shall not commence work for the District until it has provided evidence satisfactory to the District it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

   a. **Commercial General Liability**

      (i) The Consultant shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the District.

      (ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following:

      (1) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent.

      (iii) Commercial General Liability Insurance must include coverage for the following:

      (1) Bodily Injury and Property Damage
      (2) Personal Injury/Advertising Injury
      (3) Premises/Operations Liability
      (4) Products/Completed Operations Liability
      (5) Aggregate Limits that Apply per Project
      (6) Explosion, Collapse and Underground (UCX) exclusion deleted
      (7) Contractual Liability with respect to this Contract
      (8) Broad Form Property Damage
      (9) Independent Consultants Coverage

      (iv) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured
against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.

(v) The policy shall give District, its officials, officers, employees, agents and District designated volunteers additional insured status using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(vi) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the District, provided that such deductibles shall not apply to the District as an additional insured.

b. Automobile Liability

(i) At all times during the performance of the work under this Agreement, the Consultant shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the District.

(ii) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

(iii) The policy shall give District, its officials, officers, employees, agents and District designated volunteers additional insured status.

(iv) Subject to written approval by the District, the automobile liability program may utilize deductibles, provided that such deductibles shall not apply to the District as an additional insured, but not a self-insured retention.

c. Workers’ Compensation/Employer’s Liability

(i) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

(ii) To the extent Consultant has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, the Consultant shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the “Workers’ Compensation and Insurance Act,” Division IV of the Labor Code of the State of California and any acts amendatory thereof, and Employer’s Liability Coverage in amounts indicated herein. Consultant shall require all subconsultants to obtain and maintain, for the period required by this Agreement, workers’ compensation coverage of the same type and limits as specified in this section.

d. Professional Liability (Errors and Omissions)

At all times during the performance of the work under this Agreement the Consultant shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in
a form and with insurance companies acceptable to the District and in an amount indicated herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. “Covered Professional Services” as designated in the policy must specifically include work performed under this Agreement. The policy must “pay on behalf of” the insured and must include a provision establishing the insurer's duty to defend.

e. **Minimum Policy Limits Required**

   (i) The following insurance limits are required for the Agreement:

   **Combined Single Limit**

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Limits</th>
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<tbody>
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</tbody>
</table>

   (ii) Defense costs shall be payable in addition to the limits.

   (iii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as Additional Insured pursuant to this Agreement.

f. **Evidence Required**

   Prior to execution of the Agreement, the Consultant shall file with the District evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer’s equivalent) signed by the insurer’s representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

g. **Policy Provisions Required**

   (i) Consultant shall provide the District at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General
Liability Additional Insured Endorsement to the District at least ten (10) days prior to the effective date of cancellation or expiration.

(ii) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Consultant’s policy is primary insurance and that any insurance, self-insurance or other coverage maintained by the District or any named insureds shall not be called upon to contribute to any loss.

(iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(iv) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to waiver of subrogation in favor of the District, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against District, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(v) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant’s indemnification obligations to the District and shall not preclude the District from taking such other actions available to the District under other provisions of the Agreement or law.

h. Qualifying Insurers

(i) All policies required shall be issued by acceptable insurance companies, as determined by the District, which satisfy the following minimum requirements:

(1) Each such policy shall be from a company or companies with a current A.M. Best’s rating of no less than A:VII and admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

i. Additional Insurance Provisions

(i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the District, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.
(ii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, District has the right but not the duty to obtain the insurance it deems necessary and any premium paid by District will be promptly reimbursed by Consultant or District will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, District may cancel this Agreement.

(iii) The District may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(iv) Neither the District nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

j. Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the District that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the District as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, District may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

12. Indemnification.

a. To the fullest extent permitted by law, Consultant shall defend (with counsel reasonably approved by the District), indemnify and hold the District, its officials, officers, employees, agents and volunteers free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, (collectively, “Claims”) in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant’s services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys’ fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Consultant’s services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to Claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the District, its officials, officers, employees, agents or volunteers.

b. Additional Indemnity Obligations. Consultant shall defend, with counsel of District’s choosing and at Consultant’s own cost, expense and risk, any and all Claims covered by this section that may be brought or instituted against the District, its officials, officers, employees, agents or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against the District, its officials, officers, employees, agents or volunteers as part of any such claim, suit, action or other proceeding. Consultant shall also reimburse District for the cost of any settlement paid by the District, its officials, officers, employees, agents or volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for the District's attorney's fees and costs, including expert witness
fees. Consultant shall reimburse the District, its officials, officers, employees, agents and volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant’s obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the District, its officials, officers, employees, agents and volunteers.

c. Notwithstanding the foregoing with respect to any professional liability claim or lawsuit, this indemnity does not include providing the primary defense of District, provided, however, Consultant shall be responsible for District’s defense costs to the extent such costs are incurred as a result of Consultant’s negligence, recklessness or willful misconduct.

13. **California Labor Code Requirements.**

   a. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., 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 or more, Consultant agrees to fully comply with such Prevailing Wage Laws, if applicable. Consultant shall defend, indemnify and hold the District, its 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. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Section 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1).

   b. If the services are being performed as part of an applicable “public works” or “maintenance” project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such Services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant’s sole responsibility to comply with all applicable registration and labor compliance requirements.

14. **Verification of Employment Eligibility.**

   By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subconsultants and sub-subconsultants to comply with the same.

15. **Laws and Venue.**

   This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of Sacramento, State of California.
16. **Termination or Abandonment**

   a. District has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days written notice to Consultant. In such event, District shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. District shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by District and Consultant of the portion of such task completed but not paid prior to said termination. District shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

   b. Consultant may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days’ written notice to District only in the event of substantial failure by District to perform in accordance with the terms of this Agreement through no fault of Consultant.

17. **Documents.** Except as otherwise provided in “Termination or Abandonment,” above, all original field notes, written reports, Drawings and Specifications and other documents, produced or developed for the Project shall, upon payment in full for the services described in this Agreement, be furnished to and become the property of the District.

18. **Organization**

   Consultant shall assign Christine Kronenberg as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the District.

19. **Limitation of Agreement.**

   This Agreement is limited to and includes only the work included in the Project described above.

20. **Notice**

   Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:
and shall be effective upon receipt thereof.

21. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the District and the Consultant.


Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

23. Entire Agreement

This Agreement, with its exhibits, represents the entire understanding of District and Consultant as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both Parties hereto. This is an integrated Agreement.

24. Severability

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the provisions unenforceable, invalid or illegal.

25. Successors and Assigns

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each party to this Agreement. However, Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of District. Any attempted assignment without such consent shall be invalid and void.
26. **Non-Waiver**

None of the provisions of this Agreement shall be considered waived by either party, unless such waiver is specifically specified in writing.

27. **Time of Essence**

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

28. **District’s Right to Employ Other Consultants**

District reserves its right to employ other consultants, including engineers, in connection with this Project or other projects.

29. **Prohibited Interests**

Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, District shall have the right to rescind this Agreement without liability. For the term of this Agreement, no director, official, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

[SIGNATURES ON FOLLOWING PAGE]
SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE COSUMNES COMMUNITY SERVICES DISTRICT
AND DUDEK

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

COSUMNES COMMUNITY SERVICES DISTRICT

By: __________________________
Joshua M. Green
General Manager

DUDEK

By: __________________________
Printed Name: Joseph Monaco

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

COSUMNES COMMUNITY SERVICES DISTRICT

By: __________________________
Joshua M. Green
General Manager

DUDEK

By: __________________________
Printed Name: Joseph Monaco

ATTEST:

By: __________________________
Board Clerk
STAFF REPORT

DATE:       June 2, 2021
TO:         Board of Directors
FROM:       Phil Lewis, Administrator of Parks & Recreation
BY:         Eileen Alcanices, Management Analyst

SUBJECT:    APPROVAL OF AGREEMENT FOR CUSTODIAL SERVICES FOR PARKS AND OTHER FACILITIES

RECOMMENDATION

The Board of Directors:

1) Authorizes staff to award a multi-year agreement (one-year with the option to renew for two additional one-year terms, for a total of three years) to Elite Maintenance Management Systems, Inc. for custodial services and toilet paper supplies for park restrooms and other facilities.

2) Authorizes the General Manager to execute all requirements of the agreement.

BACKGROUND/ANALYSIS

The Cosumnes Community Services District’s Park & Golf Operations Division has 27 park restrooms, equating to approximately 9,350 square feet of restroom space and 292 restroom amenities that require nightly cleaning services. These services include all cleaning supplies and equipment, and an option to purchase paper products through the contractor.

The Recreation Division (Facilities Section) has one office building, six recreation centers, and one swim center that requires regular cleaning services, and three community centers that require post-event cleaning. The custodial services contract includes routine nightly cleaning of the District Administration Building (28,500 sq. ft.); Youth Center, Elk Grove, Castello, Johnson, Stephenson, and Albiani recreation centers (a total of 25,200 sq. ft.); Jerry Fox Swim Center (4,600 sq. ft.); as well as post-event (on-call) cleaning for Laguna Town Hall (11,000 sq. ft.), Pavilion at Elk Grove Park (4,700 sq. ft.), and Albiani Recreation Center (10,500 sq. ft.). These services include all cleaning equipment necessary for the work. Oasis Park Preschool Building was included in the bid as a future site and can be added as an amendment upon completion of construction of the site.

The District bid this project through the District website on April 9, 2021 and four bids were received. A panel of four staff interviewed all four contractors. During the interview process staff assigned point values to each vendor based on the following criteria: experience performing similar work, number of staff assigned to cleaning crews, time spent in each cleaning area, price, and potential for increased or additional charges. The vendor who received the highest score was Elite Maintenance Management Systems, Inc. (EMMS).
## Staff Report: Approval of Agreement for Custodial Services for Parks and Other Facilities

**Date:** June 2, 2021

<table>
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<tr>
<th>Name of Bidder</th>
<th>EMMS</th>
<th>Enviro Clean Maintenance</th>
<th>RBC Enterprises</th>
<th>Tee Janitorial</th>
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<td><strong>Annual Total</strong></td>
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**Interview Score:**

- 400 points possible
  - Elite Maintenance Management System, Inc. is currently cleaning park restrooms and the following recreation buildings: Elk Grove Recreation Center, Castello Recreation Center, Johnson Park Recreation Center, Stephenson Park Recreation Center, and Youth Center; the Jerry Fox Swim Center (seasonal), and post-event cleaning sites at Laguna Town Hall and Pavilion. Staff is satisfied with the quality of work provided by EMMS and will continue this partnership.

**FINANCIAL ANALYSIS**

The costs associated with the current contract was included in the Fiscal Year 2021/2022 Landscape & Lighting and General Fund budgets. The increased cost for the new contract will be adjusted and paid for by General Fund and the Landscape & Lighting Benefit Zones being serviced. The increase in year two and three will be included each year during budget development.

The approval of this agreement accomplishes Parks & Recreation Strategic Plan’s Objective 4.1 by deploying staff and contracted resources to deliver high quality service and excellent long-term value to visitors and residents of Elk Grove.
SUSTAINABILITY ANALYSIS

Contractors were informed of the District’s Climate and Environmental Sustainability Plan and are required to adhere to the District Policy 2113, Ethical and Sustainable Purchasing.

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

Respectfully submitted,

Phil Lewis
Administrator of Parks & Recreation

Staff Report recommendation authorized by:  Approved as to Form:

________________________  ______________________________
General Manager               General Counsel

Providing superior fire, emergency medical, and parks and recreation services.
STAFF REPORT

DATE: June 2, 2021

TO: Board of Directors

FROM: Phil Lewis, Administrator of Parks & Recreation

BY: Rachele Manges, Sr. Management Analyst

SUBJECT: PUBLIC HEARING – RESOLUTIONS LEVYING ANNUAL ASSESSMENT; APPROVAL OF THE FINAL ENGINEER’S REPORTS FOR FISCAL YEAR 2021-22

RECOMMENDATION

The Board of Directors:

1) Opens the public hearing and takes testimony on the Fiscal Year 2021-2022 District Wide Landscape and Lighting Assessment District, Camden Park Assessment District, Camden Estates & Camden Pointe Improvement District, Fallbrook/Park Lane/Britschgi Park Assessment District, Hampton Village Improvement District, Perry Ranch Improvement District, and Vista Creek Park Landscape and Lighting (L&L) Assessment; and

2) Approves Resolution No. 2021-33 approving Engineer’s Reports, ordering, confirming and levying the Fiscal Year 2021-2022 annual assessment within the boundaries of the District Wide Landscape and Lighting Assessment District, Camden Park Assessment District, Camden Estates & Camden Pointe Improvement District, Fallbrook/Park Lane/Britschgi Park Assessment District, Hampton Village Improvement District, Perry Ranch Improvement District, and Vista Creek Park Landscape and Lighting (L&L) Assessment and its zones of benefit pursuant to Resolution of Intention.

BACKGROUND/ANALYSIS

The Board of Directors first created the District Wide Landscape & Lighting Assessment District on November 15, 1994 pursuant to the Landscape and Lighting Act of 1972. After the passage of Proposition 218 requiring assessment to be balloted, the District conducted a ballot proceeding in 1997, which passed with over 85% support.

Proposition 218 passed in November of 1996 required a one-time balloting of property owner to continue the Landscape & Lighting Assessment District. The successful balloting in 1997 permits the District to continue implementation of the annual assessment.
Subsequently property owners approved the following L&L assessment district overlays:

- Vista Creek Park Assessment District - March 2009
- Camden Park Assessment District - June 2009
- Fallbrook/Park Lane/Britschgi Park Assessment District – October 2009
- Hampton Village Improvement District – June 2016
- Camden Estates & Camden Pointe Improvement District – June 2019
- Perry Ranch Improvement District – June 2019

In order to continue to levy the assessments each year, the Board first adopts a resolution initiating the assessment proceedings for the year and directing the engineer of work, SCI Consulting Group, to prepare the annual Engineer’s Report for the District. The Board approved Resolution No. 2021-06 at the February 17, 2021 Board meeting.

SCI Consulting Group prepared the Engineer’s Report that includes the special and general benefits from the assessments, the proposed budget for the assessments for FY 2021-22, the updated proposed assessments for each parcel in the District, and the proposed assessments per single family equivalent benefit unit for the fiscal year. At the May 5, 2021 meeting, the Board reviewed the Engineer’s Report and adopted Resolution 2021-29 to declare its intention to levy the assessments, preliminarily approve the Engineer’s Report, and provide for notice of the annual public hearing.

Each year, in order to continue to levy the assessments for the coming fiscal year, the Board conducts a noticed public hearing and receives public input on the proposed assessments and the services that they would fund. After hearing testimony from the public, the Board may take final action on setting the assessment rate, establishing the services and improvements to be funded, and ordering the levy of the assessments for FY 2021-22.

This third and final step in levying assessments for the upcoming fiscal year is to conduct a Public Hearing to consider the adoption of a Resolution confirming the diagram and assessment and ordering the levy of assessments.

**FINANCIAL ANALYSIS**

The Fiscal Year 2021-22 L&L District Budget complies with the Landscape & Lighting Act of 1972 and Proposition 218. The budget was prepared in accordance with methodology in the Engineer’s Reports.

The assessment for the current fiscal year ranges from is $95.29 to $476.72 per Equivalent Dwelling Unit. The proposed District Wide assessments for FY 2021-22 will increase by the Pacific West Cities B/C consumer price index increase of 1.796%. It is anticipated that the assessment revenue with total approximately $15,630,275 for FY 2021-22.

The proposed assessments for Camden Park Assessment District, Camden Estates & Camden Pointe Improvement District, Fallbrook/Park Lane/Britschgi Park Assessment District, Hampton Village Improvement District, Perry Ranch Improvement District and the Vista Creek Park Assessment District will increase by San Francisco Bay Area Consumer
Price Index which will be 1.0871%. It is anticipated the assessment revenue for these six districts will total approximately $583,531 for FY 2021-22. This assessment revenue will fund maintenance, administration and improvements within the assessment districts.

**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,

Phil Lewis, Administrator of Parks & Recreation
Parks and Recreation Department

**Attachments: Click on each attachment to link to document.**

A. Resolution No. 2021-33
B. District Wide Landscape and Lighting Assessment District Engineer’s Report - LINK
C. Camden Park Assessment District Engineer’s Report - LINK
D. Camden Estates & Camden Pointe Improvement District Engineer’s Report - LINK
E. Fallbrook/Park Lane/Britschgi Park Assessment District Engineer’s Report - LINK
F. Hampton Village Improvement District Engineer’s Report - LINK
G. Perry Ranch Improvement District Engineer’s Report - LINK
H. Vista Creek Park Assessment District Engineer’s Report - LINK
I. Public Hearing Notice – District Wide L&L Assessment District and Overlay Districts

Staff Report recommendation authorized by: Approved as to Form:

General Manager General Counsel
Attachment A

Resolution No. 2021-33
COSUMNES COMMUNITY SERVICES DISTRICT

RESOLUTION NO. 2021-33

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE COSUMNES COMMUNITY SERVICES DISTRICT MAKING FINDINGS AND DETERMINATIONS; AND ORDERING, CONFIRMING AND LEVYING THE CONTINUATION OF THE ANNUAL ASSESSMENTS FOR FISCAL YEAR 2021-22

FOR THE

DISTRICT-WIDE LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT, VISTA CREEK PARK ASSESSMENT DISTRICT, CAMDEN PARK ASSESSMENT DISTRICT, FALLBROOK/PARK LANE/BRITSCGHI PARK ASSESSMENT DISTRICT, HAMPTON VILLAGE IMPROVEMENT DISTRICT, CAMDEN ESTATES & CAMDEN POINTE IMPROVEMENT DISTRICT, AND PERRY RANCH IMPROVEMENT DISTRICT

WHEREAS, pursuant to Resolution of Intention No. 2021-29, a public hearing was conducted on June 2, 2021, at which time any and all interested parties in the District Wide Landscape and Lighting Assessment District ("Assessment District"), The Vista Creek Park Assessment District, the Camden Park Assessment District, the Fallbrook/Park Lane/Britschgi Park Assessment District, the Hampton Village Improvement District, the Camden Estates & Camden Pointe Improvement District, and the Perry Ranch Improvement District had the opportunity to discuss the Engineer's Reports, including the proposed budgets, the spread of assessment, and staff presentation; and had the opportunity to offer written or oral evidence concerning any aspect of the Assessment and Improvement Districts, including but not limited to the boundaries of the zones of benefit, the amount of the proposed assessments, the assessment methodology to be used to allocate the cost to property, or the work and improvements to be performed; and

WHEREAS, the Board of Directors after considering all of the public testimony, the evidence presented in the Engineer's Report, staff presentations, and other documents, now desire to continue to levy the annual assessments for the 2021-22 fiscal year pursuant to the Landscaping and Lighting Act of 1972, Proposition 218, and the District Wide Landscape and Lighting Assessment District created in November 1994.

RESOLVED, DETERMINED AND ORDERED by the Board of Directors of the Cosumnes Community Services District, County of Sacramento, State of California, that:

1. The above Recitals are a true and correct representation of the facts.

2. Based upon the information provided in the Engineer's Reports, staff presentations, oral and written testimony presented at the public hearing together with any and all facts otherwise known to each Board member; the amount of the assessment levied against each parcel of real property, and the method used to allocate the cost of the improvements are deemed fair, just and equitable.

3. Each individual parcel assessment as shown in the Engineer's Report is hereby confirmed against each parcel of real property, which assessments shall become due and owing to the District by each parcel owner at such time as real property tax bills issued by the County of Sacramento become due and owing.

4. Each year the amount of each assessment will be reanalyzed and a new assessment levied as required to pay the improvements described in the Engineer's Report and the Resolution of Intention. The assessments are levied without regard to property valuation. Any required increase in assessments which does not exceed the increase in the Consumer Price Index for Pacific West Cities B/C for All Urban Consumers for the District-Wide assessment and the
San Francisco-Oakland-Hayward Consumer Price Index – All Urban Consumers for the other assessments, will not be considered a "new" or "increased assessment" as provided for in subdivision A of Government Code Section 53739.

In addition, if, during any fiscal year, the District does not adjust the assessment rate of any assessment by the full Consumer Price Index, the District can, during any subsequent fiscal year, recoup that portion of the Consumer Price Index not actually levied. Such recoupment will not be considered a "new" or "increased assessment" as provided for in subdivision A of Government Code Section 53739.

5. The Board hereby confirms the Diagrams and Assessments as originally proposed by the Engineer of Work and instructs the Engineer of Work to forthwith file a copy of this Resolution, the Assessment Rolls and the Diagrams with the Director of Finance of the County of Sacramento by August 10, 2021 and to request the Director of Finance to include on the property tax billing for the 2021-22 fiscal year the assessment as so levied.

6. Certain properties owned by various public utilities, governmental agencies, and the State of California previously exempt from assessments prior to the adoption of Proposition 218 will be assessed where special benefit is found.

7. The improvements to be performed and the cost thereof funded by the District-wide Assessment District shall include, but not be limited to, the following:

   A. Furnish all labor, materials, supplies, utilities, equipment, services and management required to maintain, improve, repair, operate, construct and replace the parks, landscaped corridors, sound walls, project entrances, signs, walkways, green belts, parkways, trail systems, tennis courts, open space of any nature, and Camden Lake; and may also include other recreational facilities, amenities and appurtenances within the District’s parks thereto owned by the District which are designated for inclusion within said Assessment District. The improvements shall also include operations and maintenance expenditures for such other parks that may be constructed during the year and the landscaped medians, corridors, and other landscape areas owned by the City of Elk Grove that the District maintains through the City-CSD Landscape Maintenance Agreement.

   B. Pay the debt service including principal, interest and financing cost on loans obtained to construct a well within Underwood Park.

BE IT FURTHER RESOLVED AND DETERMINED that from the facts presented at the public hearing, as well as those found in the Engineer's Report, oral and written presentations, together with any and all other facts known to each of the Board members, substantial evidence exists to support the actions herein ordered based upon the following findings and conclusions.

   A. Pursuant to the Landscaping and Lighting Act of 1972, the Board of Directors adopted on February 17, 2021 Resolution No. 2021-06 directing the Engineer to file the annual reports taking into account the requirements of Proposition 218; setting forth among other things the estimated cost to be assessed against benefited properties within the Assessment and Improvement Districts and the benefit zones located within the District-wide Assessment District; said assessments to pay for the improvements and services as described in each Engineer’s Report.

   B. The District engaged the services of SCI Consulting Group as the Engineer of Work with the instructions to prepare the Engineer's Reports as required under the Landscaping and Lighting Act of 1972 and Proposition 218. The Engineer's Report for the District-wide assessment incorporates the work of Economics and Planning Systems, Inc.
As directed, the Engineer of Work prepared the reports and filed them with the Board of Directors. On the 5th day of May, 2021 after review, explanation and consideration, the Board of Directors adopted Resolution of Intention No. 2021-29 preliminarily approving and adopting the Engineer's Report and establishing the time, dates and place to conduct the required public hearing.

C. As required by the California Government Code and Streets and Highway Code, a notice of the public hearing was published in the Elk Grove Citizen, a newspaper of general circulation in the area.

D. On the date, and at the time and place stated in the Resolution of Intention, a public hearing was duly held by this Board of Directors and the budgets and proposed assessments were presented and considered, and all written appeals, protests, and objections were duly presented, read, heard and considered and all persons desiring to be heard thereon, were heard in respect to any matters relating to said work, or to any acts or determination in relation thereto, the boundaries of the Districts or to the correctness of the assessments, the spread of the assessments or the diagrams showing those parcels to be assessed to pay the cost of said improvements or to any matters relating to the proceedings or the notices involved. Each and every step in those proceedings both prior to and including the public hearing, has been duly taken in accordance with the Landscaping and Lighting Act of 1972, Section 4 of Proposition 218 and Government Code Section 53753.

E. The contemplated work and improvements described in the Engineer’s Reports and Resolution of Intention is, in the opinion of the Board of Directors, of more than ordinary general public benefit and creates, maintains and improves local parks and recreation facilities that are proximate and accessible to the benefiting properties and specifically enhances the utility, usefulness, aesthetic, environment and economic value of those properties located within the boundaries of the Assessment and Improvement Districts except for Benefit Zone 7 of the District-wide Assessment, where, at this time, the benefit derived is insufficient to warrant assessment because of the extensive agricultural nature of the area and the lack of proximity thereof to existing improvements.

F. The use of benefit zones within the boundaries of the Assessment and Improvement Districts is a fair, just and equitable method of allocating the cost of improvements which is deemed to be of local benefit from those improvements.

G. The methodology and determination of special benefit described in the Engineer’s Reports has been reviewed and considered by this Board of Directors in the context of the requirements of Proposition 218 regarding “general” and “special” benefits; and the methodology and the determination of special benefit complies with the intention of Proposition 218 and is fair, just, and equitable. The assessments have been levied against each parcel of real property in accordance with this methodology and the determination of special benefit to be derived by each parcel as a result of the improvements herein described.

H. The Equivalent Dwelling Unit Schedule set forth in each Engineer’s Report fairly and equitably reflects the degree of special benefit derived by the various land uses within the Assessment and Improvement Districts.

I. Each of said several parcels of land identified in the Engineer's Report will be specially benefited by the improvements at least in the amount if not more than the amount of the assessment apportioned against said parcel of property. There is substantial evidence by way of the Equivalent Dwelling Unit Formula together with their prior testimony to support and the weight of said evidence preponderates in favor of the aforesaid finding and determination as to special benefits.
K. All documents referred to herein are by this reference incorporated herein as though fully set forth and are found to be adequate, accurate and complete. Said documents are presently on file in the offices of the Cosumnes Community Services District, 8820 Elk Grove Blvd., Elk Grove, California, 95624.

L. Immediately upon the adoption of this resolution, but in no event later than the third Monday in August following such adoption, the Clerk of the Board shall file the assessments with the Auditor of the County of Sacramento. Upon such filing, the County Auditor shall enter on the County assessment roll opposite each lot or parcel of land the amount of assessment thereupon as shown in the assessment. The assessments shall be collected at the same time and in the same manner as County taxes are collected and all laws providing for the collection and enforcement of County taxes shall apply to the collection and enforcement of the assessments. After collection by the County, the net amount of the assessments, after deduction of any compensation due the County for collection, shall be paid to the Cosumnes Community Services District.

M. The moneys representing assessments collected by the County shall be deposited in the District Treasury to the credit of the improvement fund previously established under the distinctive designation of the Assessment or Improvement District. Moneys in the improvement funds shall be expended only for bond expenses, maintenance, servicing, construction or installation of the improvements.

PASSED and ADOPTED by the Board of Directors of the Cosumnes Community Services District at a regular meeting thereof held on June 2, 2021 by the following votes:

AYES:
NOES:
ABSTAIN:
ABSENT:

____________________________________
Jim Luttrell, President

ATTEST: ______________________________
Joshua Green, Secretary to the Board
Attachment B
Link
District Wide Landscape & Lighting
Engineer's Report
Attachment C
Link
Camden Park Engineer's Report
Attachment D Link
Camden Estates & Camden Pointe
Engineer's Report
Attachment E

Link

Fallbrook/Park Lane/Britschgi

Engineer's Report
Attachment F
Link
Hampton Village Engineer's
Report
Attachment G
Link

Perry Ranch Engineer's Report
Attachment H
Link
Vista Creek Engineer's Report
Attachment I
A RESOLUTION OF THE BOARD OF DIRECTORS OF THE COSUMNES COMMUNITY SERVICES DISTRICT

RESOLUTION NO. 2021-29

A RESOLUTION OF INTENTION TO LEVY ASSESSMENTS FOR THE FISCAL YEAR 2021 - 2022, PRELIMINARILY APPROVING THE ENGINEER'S REPORT AND PROVIDING NOTICE OF HEARING FOR THE DISTRICT-WIDE LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT, CAMDEN PARK ASSESSMENT DISTRICT, CAMDEN ESTATES & CAMDEN POINTE IMPROVEMENT DISTRICT, FALLBROOK/PARK LANE/BRTSCHGI PARK ASSESSMENT DISTRICT, HAMPTON VILLAGE IMPROVEMENT DISTRICT, PERRY RANCH IMPROVEMENT DISTRICT, & VISTA CREEK PARK ASSESSMENT DISTRICT

RESOLVED by the Governing Board of Directors ("Board") of the Cosumnes Community Services District (the "District"), County of Sacramento, State of California, that:

WHEREAS, the Cosumnes Community Services District is authorized, pursuant to the Landscaping and Lighting Act of 1972 (the "Act"), Part 2 of Division 15 of the California Streets and Highways Code (the "Code"), Article 4 (commencing with Section 40500 thereof) and Article XIIID of the California Constitution, to levy assessments for the District-Wide Landscape and Lighting Assessment District, the Camden Park Assessment District, the Camden Estates and Camden Pointe Improvement District, the Fallbrook/Park Lane/Brtschgi Park Assessment District and the Hampton Village Improvement District and the Vista Creek Park Assessment District (the "Assessment Districts"); and

WHEREAS, by Resolution No. 2021-06, the Board ordered the preparation of Engineer's Reports for the Assessment Districts for fiscal year 2021-2022; and

WHEREAS, a Board of Directors Report were filed with the Secretary of the Board and the Board has reviewed the Reports and wishes to take certain actions relative to said Reports.

RESOLVED by the Board of Directors of the Cosumnes Community Services District, County of Sacramento, State of California, that:

1. The Board hereby proposes to continue to levy the Assessment Districts benefit assessments for the fiscal year 2021-2022.
2. SCI Consulting Group, the Engineer of Work, has prepared Engineer's Reports in accordance with Article XIIID of the California Constitution and the Act ("Reports"). The Reports have been, filed with the Secretary of the Board and duly considered by the Board and are hereby deemed sufficient and preliminarily approved. The Reports shall stand as the Engineer's Reports for all subsequent proceedings under and pursuant to the foregoing resolution.
3. It is the intention of this Board to levy and collect assessments within the Assessment Districts for fiscal year 2021-2022. Within the Assessment Districts, the existing and proposed improvements (the "Improvements") are generally described as the: installation, maintenance and servicing of public recreational facilities and improvements, including, but not limited to, parks, trails, tennis courts, recreational facilities and public restrooms. Maintenance means the furnishing of labor, materials, supplies, utilities and equipment, as applicable, at each of the locations owned, operated and maintained by the Board. Installation means the construction of recreational improvements, including, but not limited to, land preparation (such as grading, leveling, cutting and filling), sod, landscaping, irrigation systems, sidewalks and drainage, lights, playground equipment, sport courts, bleachers, restrooms and any improvements or additions thereto at the Assessment Districts. Servicing means the furnishing of labor, materials, supplies, utilities and equipment, as applicable, at each of the locations owned, operated and maintained by the Board.

4. The Assessment Districts each consists of the lots and parcels shown on each of the assessment diagrams of the Assessment Districts on file with the Secretary of the Board, and reference is hereby made to such diagram for further particulars.
5. Reference is hereby made to the Reports for a full and detailed description of the Improvements, the boundaries of the Assessment Districts and the proposed assessments upon assessable lots and parcels of land within the Assessment Districts. The Reports identify all improvements, including repair, removal, or replacement of all or part of any improvement; providing for the life, growth, health and beauty of landscaping; and cleaning, sandblasting and painting of walls and other improvements to remove or cover graffiti. Servicing means the furnishing of labor, materials, supplies, utilities and equipment, as applicable, at each of the locations owned, operated and maintained by the Board.
6. The Board of Directors does not intend to increase any assessment in any Benefit Zone or in any portion of the District, and therefore does not intend to conduct a property owners balloting procedure pursuant to Section 4 of Proposition 218.
7. Notice is hereby given that on June 2, 2021, at the hour of 6:30 p.m. at the Cosumnes Community Services Administration Building, 8820 Elk Grove Boulevard, Elk Grove, California, the Board will hold a public hearing to consider the ordering of the Improvements, and the maintenance and servicing of public recreational facilities and improvements, for fiscal year 2021-2022. The Secretary of the Board is hereby authorized and directed to cause a notice of the hearing to be published by giving notice once, at least ten (10) days prior to the date of the hearing above specified, in a newspaper circulated in the District.

PASSED and ADOPTED by the Board of Directors of the Cosumnes Community Services District at a regular meeting held on May 5, 2021 by the following votes:

AYES: Albani, Brewer, Fuentes, Luttrell, Moreno
NOES: None ABSTAIN:None ABSENT:None
Signed:Jim Luttrell, President
ATTES: Joshua Green, Secretary

EGF 14 May, 2021
RECOMMENDATION

It is respectfully recommended that the Board of Directors (“Board”):

1. Receives the Chief Administrative Officer’s report on the General Manager’s biennial budget for Fiscal Years 2021-22 and 2022-23,
2. Approve the emergency purchase order to reimburse the Department of Health Care Services for the over payment of the Ground Emergency Medical Transportation Program (GEMT) Medi-Cal payments totaling $123,665.11,
3. Approve the biennial budget for Fiscal Year 2021-2022 and Fiscal Year 2022-23, including the efficiency packages as presented, incorporate efficiency package information to the existing salary schedule, and direct staff to finalize and print the budget.

BACKGROUND

On November 18, 2020, the Board authorized the implementation of a rolling biennial budget methodology for Fiscal Year 2021-22 and 2022-23. A rolling biennial budget is approved by the Board each year with mid-term adjustments on increases in costs or decreases in projected revenues. This methodology of budgeting reduces the constrains of forecasting revenues and expenditures in an unstable economy. This Cosumnes Community Services District (“District”), like most other government agencies, have faced challenges related to the Coronavirus pandemic (COVID-19). With staff’s forethought and the Board’s authorization to transition to a biennial budget, staff will be able to update the budget with minimal impact to capacity as they transition to a new normal of service delivery.

The District’s proposed preliminary biennial budget is built upon the fiscal cornerstones that are consistent year over year to achieve the vision, goals and priorities of the District and the Board of Directors. The four fiscal cornerstones are:

1. Adequate funding to meet required service levels;
2. Cost Containment: Making efficient use of existing tax dollars;
3. Build and maintain a prudent reserve fund balance, and;
4. Foster a climate of sincerity, transparency, and accountability.
ANALYSIS

The biennial budget (Attachment 1) provides significant information in detail on the budgets for Fiscal Years 2021-22 and 2022-23.

- **Manager Transmittal Letter**: This letter from General Manager Joshua Green, summarizes the proposed biennial budget, the financial highlights, and the strategic goals for the upcoming budget year.

- **Introduction**: This section of the budget document provides an overview of the District Board of Directors, the District Leadership Team, District’s vision, mission and goals, organization of departments, and economic outlook.

- **Budget Summary**: This section of the budget document provides the financial position of the District Funds including revenue and expenditure summary by funds and categories. This section also includes the decision packages, financial policies, and revenue descriptions.

- **Appendix**: This section provides the definitions of acronyms and glossary of terms.

When developing a biennial budget plan, assumptions are made, programs are examined, and projections are reviewed.

1. Revenue Assumptions
   a. **Property Taxes**: Property taxes continue to grow from year over year; however, the growth is not as strong as the prior fiscal years. Building applications, new developments plans and tentative map activities have increased; however, the actual building permits finalized decreased. Staff is projecting a 5% growth in property tax revenues in Fiscal Year 2021-22 and 4.75% increase in Fiscal Year 2022-23.
   b. **Ambulance Transports**: Receipts from ambulance transports are expected to increase by $203,000, or 2%, each year based on the amended Fiscal Year 2020-21 budget. Increase is primarily due to a combination of factors including an increase in medical transports and an annual adjustment to the transport fees.
   c. **Ground Emergency Medical Transport (GEMT) revenues**: are expected to decrease in the proposed biennial fiscal year primarily due to the State adjusting the GEMT revenue recognition and the implementation of the programs.
   d. **Fire Plan Review/Inspection Fees**: The fire prevention program of the District had substantial gap between the program revenues and expenditures. The proposed budget includes an increase of $168,000 to recover some of the fire inspection fees. It is important to note that the increase will make a slight adjustment to the gap as described before.
   e. **Recreation revenues**: have been impacted greatly due to the emergence of the coronavirus. The District sustained some major losses in this category over the prior year and the current year. Staff is expecting the District to fully program the recreation programs effective June 16, 2021. The proposed biennial budget is
built on the assumption that recreation related revenues will increase by approximately $700,000 or 10% by using new techniques, creativity and engagement of stakeholders to fully maximize the programs, facilities, and activities.

f. Other Taxes/Contributions is a new line item in the proposed biennial budget of $375,000. This is new funding from the proposed casino development in the City of Elk Grove, Sky River Casino. This funding will help offset some of the costs related to the staffing of the academy hired to fill the Station 77.

g. Redevelopment residual distribution line item in the proposed budget includes a new ongoing revenue of $140,000 primarily due to the elimination of Redevelopment settlement agreement with the City of Galt.

h. Fire Development Services Fees (Community Facility District for Services) are projected to increase by $270,000 in the next year of the proposed budget. Increase is primarily due to the District adding new residential development in the CFD boundary.

i. Federal Safer grant line item in the proposed budget includes a new funding of $2.4 million from the Federal government to hire and pay for the 15 new fire fighters that are currently in fire academy 21-01.

2. Expenditure Assumptions

a. Personnel costs: In this budget, staff has utilized the budgeting approach of budgeting actual salaries and anticipated increases versus using the top of the range. The regular salaries budget includes the anticipated costs related to the memorandum of understanding and contractual updates. Further, all anticipated unemployment benefits are included. The budget includes step increases for those employees eligible for step increases and range advancement for management employees who are not at the top of their salary range.

b. The PERS costs have been adjusted based on the reduction in the assumed rate of return, as well as the previous changes due to the impact of the “5-year versus 15-year smoothing” and longevity assumptions. The “5-year versus 15-year smoothing is the change in the amortization of the CalPERS gains and losses. CalPERS reduction of the amortization period from 30 year to 20 years was to provide faster recovery of the funded status following the market conditions.

c. The retiree health cost expenses are fully loaded into the budgeted numbers. The retiree health costs are based on the Actuarial Determined Contribution (ADC) as calculated by the District actuary, Govt Invest, Incorporated. The ADC is based on the additional contributions from current employees to stabilize the increase in the retiree health debt obligations.

d. The budget includes an appropriation for the fire station staffing overtime based on the current full-time equivalent positions. There is no overtime in the proposed budget for the deployment of the strike team. These adjustments will be made upon the quarterly budget update as strike teams are deployed.

3. Operations and Maintenance Expenses: The budget includes increases to the base operations and maintenance budget based on contractual obligations. Also included are costs related to the payments to other agencies that are set by their governing boards.
A listing of professional services is provided as Attachment 3. For example, the utility costs and insurance cost increases from the District’s Risk Pool expenditures are all included. Other expenditures included in the base budget are the costs related to an increase in utility rates including water, gas and electricity.

a. Strategic Planning Initiatives (SPI): the budget includes new funding for elected officials and executives to manage and strategize the District’s growth or program opportunities. A breakdown of the SPI funds are listed below:
   i. Board Contingency Fund: An allocation of $10,000 annually for each Board member is allocated in the proposed budget. The funds will not rollover from year over year. The funds can be used for any District business as long as it meets the District’s approved purchasing policy. The General Manager will facilitate the requests from the Board to spend the funds. The Board members can pool funds as long as it does not exceed the annual allotment.
   ii. Other Contingency Fund: The proposed budget includes a total of $42,000 for the General Manager ($10,000) and Department Heads ($8,000 each) to further provide opportunities for the District. This is an annual allocation and remaining funds will not carryover to the next fiscal year.

b. Pool Training Fund: The proposed biennial budget includes a new funding request of $35,000 to allow staff to further develop their knowledge, skills and abilities. These funds are budgeted and will be used to bring training opportunities to the District; therefore, increase the number of participants that increase their skills.

c. Mandatory Costs: the biennial budget includes some of the mandatory costs increases related to the utilities, fuel, and other costs such as insurance premiums that are not in the District’s control; however, driven by the economic/financial conditions.

4. Debt Service Payment: The budget includes the District Board approved debt service payments on long-term debt obligations. The new debt included in the proposed budget is the financing of the two Type I engine replacement approved by the Board in the current fiscal year.

**Landscaping and Lighting Funds**

The proposed appropriations include baseline costs from prior fiscal year plus increases in contractual obligations. As stated above, some of the costs related to the partner agencies Elk Grove Water District and utility companies have been adjusted to absorb the increases; noting, there has been significant effort made to ensure that the increase first can be absorbed within the baseline budget. The budget for FY 2021-22 and FY 2022-23 was very consistent with the budget approved for FY 2020-21. However, a few line items were increased considerably which are highlighted below:

- Land improvements and agriculture services within Park Operations has increased due to their Asset Lifecycle Plan (ALCP) which ensures assets are effectively maintained on a regular schedule.
- New Parks Maintenance: the proposed budget includes new costs to fully maintain the one new park, Singh and Kaur Park. These costs are reimbursed through from the City of Elk Grove Laguna Ridge CFD.

Staff will review the L&L in Fiscal Year 2021-22 and look for opportunities to combine the L&L Districts for better accountability and efficiency.

**Capital Improvement Projects**

The District’s Capital Improvement Plan ("CIP") is a five-year plan for the physical development of District sites, which include, but are not limited to parks, facilities, and fire stations. The CIP is an important planning tool for future sites and the renovation of existing sites. It outlines project workload, identifies funding sources and establishes project priorities.

The 2020-2025 CIP was presented to the Board in June 2020 with the Board approving projects within Fiscal Year 2020-21. The CIP is updated every two years, with the next one scheduled for presentation in Spring 2022.

Projects identified within the 2021-2026 CIP for Fiscal Years 2021-22 and 2022-23 have been included within this rolling biennial budget. CIP projects within the next two years total $63.3 million, with 43 projects in Fiscal Year 2021-22 and 18 projects in Fiscal Year 2022-23. With the Board’s approval of the biennial budget, staff will work on various phases of the upcoming projects in Fiscal Year 2021-22 and 2022-23.

**Fund Balance**

The estimated fund balance in the Budget Stabilization Fund at the end of Fiscal Year 2020-21 is $3.3 million. The General Reserve (cash flow reserve) as stated above is $17.6 million. The cash flow reserve provides the District the ability to fund the legal obligations in the months from July through December until the first installment of property tax revenues have been received.

The Fund balance for the Landscaping and Lighting (L&L) Fund has adequate reserve balance to offset the cash deficit until the first installment of property taxes are received.

**Efficiency Packages**

The request for increases in service levels, rehabilitation and replacement of capital infrastructure, or other cost increases for goods and services far outweigh the available resources. Many organizations must make difficult choices when presenting to their governing body the proposed balanced budget based on their goals, objectives, and level of service. The Cosumnes Community Service District is in a similar position as this budget includes several items that were submitted for funding; however, were not recommended for funding due to the lack of available resources. Below is a summarized list of items that are being proposed for the biennial budget (Attachment 2). It is important to note that the approval of these efficiency packages will further align the District for the long-term success and does not have any new costs:
• **ADMIN-01:** Risk Manager. The single incumbent position will allow the District to develop a full-scale Risk Management Program; one of many elements within the District’s Strategic Plan under Objective #1 Promote a Culture of Safety and Risk Reduction. The program shall be developed as a District-wide initiative focused on risk mitigation including, but not limited to, implementing workplace safety programs, striving for zero avoidable workplace injuries and injuries to the public. The total cost of the position will not exceed $155,000 and will be funded from the savings within the general fund budget.

• **FAC-01:** Staff Reclassifications and Equipment Upgrade Package. This multi-function package consists of eliminating one vacant full-time building maintenance position re-classifying two current building maintenance positions to senior level; fund part-time positions to assist with routine maintenance activities; fund the purchase of a scissor lift; fund leased vehicle replacements; and secure funds for general building and HVAC maintenance. Total cost is net neutral and will not impact the general fund budget.

• **FIRE-01:** Cardiac Monitor/Defibrillator Replacement. This package will replace 31 aging cardiac monitor/defibrillators and accessories. This purchase will meet FEMA’s recommended replacement period. The District will receive a credit on exchange of the current equipment which are now exceeding their warranty. The total ongoing annual cost will not exceed $103,000 and will be funded from the savings within the general fund budget, through debt financing.

• **FIRE-02:** Ladder Truck Replacement. Replace the Fire Department’s existing front line ladder truck with a new state-of-the-art Pierce Manufacturing Tiller Ladder Truck. The current truck would be placed in reserve status in keeping with the Department's Apparatus Replacement Plan, which provides guidance for apparatus status, replacement, and longevity. The total ongoing annual cost will not exceed $155,000 and will be funded from the savings within the general fund budget, through debt financing of $1,500,000 over 15 years.

• **FIRE-03:** Vehicle Replacements. Lease three hybrid vehicles for Fire Prevention Division staff and a hybrid van for Fire Logistics. These hybrid vehicles would replace existing staff vehicles that were purchased in 2002-2005. The current vehicles will be assessed for operational value throughout the District and will either be re-purposed or surplused. The total ongoing annual cost will not exceed $28,600 and will be funded from the savings within the general fund budget, on a five-year lease.

• **PARKS-01:** Golf Course Equipment. A greens roller and a rough mower are due for replacement at Emerald Lakes Golf Course. These will replace existing 12- & 35-year-old units which have reached the end of their life cycle. Total cost of the one-time purchase is $55,000 and will be funded by new revenues at Emerald Lakes Golf Course, via the general fund.
OGM-01: Position Control. This package aligns position control, including reclassifying a handful of positions, to better match current and needed operations to implement District initiatives and projects. There is a minor savings to the general fund in implementing this package and it contains no new FTE.

Other Fund Budget Highlights

The Board approved the District’s Strategic Plan on March 3, 2021. This Plan provides a planning bridge between service specific plans and provides overall direction in other areas, not directly covered in those plans. The biennial budget includes elements from the Strategic Plan such as the reallocation of personnel, training funds, and contingency funds for the Board, General Manager and Strategic Management Team.

The revenues and expenditure of the Special Revenue Funds (L&L), and Capital Projects Fund, follow the same methodology as described for the General Fund. The revenue sources in these funds are restricted for a specific use and estimated based on same projections we applied with the General Fund. Staff will continue to monitor the revenue estimates in the L&L Funds and will propose adjustments (if necessary) in the first quarter to ensure the budget is balanced.

RECOMMENDED BOARD ACTION & FISCAL IMPACTS

1. Receives the Chief Administrative Officer’s report on the General Manager’s biennial budget for Fiscal Years 2021-22 and 2022-23,
2. Approve the emergency purchase order to reimburse the Department of Health Care Services for the over payment of the Ground Emergency Medical Transportation Program (GEMT) Medi-Cal payments totaling $123,665.11,
3. Approve the biennial budget for Fiscal Year 2021-2022 and Fiscal Year 2022-23, including the efficiency packages as presented, incorporating position control amendments to the existing classification and salary schedules, and direct staff to finalize and print the budget.

COORDINATION AND REVIEW

This report has been coordinated by the various stakeholders including our Labor Partners and Leadership Team members.

DISTRICT GOALS

This report addresses the District’s value of Financial Responsibility, Objective #4, Strategic Initiative #3.

SUSTAINABILITY ANALYSIS

While the approval of the Biennial Budget in of itself does not constitute any specific impacts to environmental sustainability, many capital projects and programs funded by the budget may have specific impacts. Such impacts shall be assessed at the implementation and approval of
those projects and programs. In general, these programs and projects will, where appropriate meet one or more of the following Climate Action Plan Emissions Reduction, Sustainability and Adaptation measures:

- BD-1 Energy Efficient Buildings
- BD-2 Lighting Efficiency
- BD-3 Limit Natural Gas/Electrification
- BD-4 Zero Net Energy Use
- BD-5 Water Conservation
- RE-1 Renewable Energy
- RE-2 Renewable Energy Storage
- LP-1 Bicycle Parking
- LP-2 Bicycle and Pedestrian Infrastructure
- LP-3 Electric Vehicle Charging Infrastructure
- LP-5 Cool Communities
- LM-1 Tree Management Plan
- LM-2 Low Maintenance Nature Gardens
- LM-4 Water Efficient Landscape Design
- LM-5 Landscaping Guidelines
- LM-6 Wildfire Adaptation
- LM-7 Recycled Water
- TR-3 Optimize Cosumnes CSD Vehicle Fleet
- SW-3 Construction Waste Diversion

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

Respectfully submitted,

Joshua Green
General Manager

Attachments:  
A - Proposed Biennial Budget for Fiscal Years 2021-22 & 2022-23 (LINK)
B - Efficiency Packages
C - Professional Services

Staff Report recommendation authorized by:                Approved as to Form:

Joshua Green  
General Manager

Providing superior fire, emergency medical, and parks and recreation services.
Attachment A
Link
Biennial Budget
Attachment B

Efficiency Packages
Decision Package Form

FISCAL YEAR:  FY21-22 and FY 22-23

DEPARTMENT:  Administrative Services Department

DIVISION:  Administrative Services Department

TITLE:  ADMIN-01: Risk Manager

TYPE OF PACKAGE:
- [ ] ADD PACKAGE
- [x] EFFICIENCY PACKAGE
- [ ] REDUCTION PACKAGE

FUNDING REQUESTED: $155,000
NUMBER OF FTE REQUESTED: 1.00 FTE

FUNDING SOURCE:
- [x] GENERAL FUND: ONE-TIME
- [ ] GENERAL FUND: ONGOING
- [ ] OTHER: __________________

VALUE AREA(S):
- [x] SAFETY / RISK MANAGEMENT
- [x] WORKFORCE
- [x] SERVICE DELIVERY
- [ ] ACCESS / EQUITY

BRIEF DESCRIPTION OF THE PROPOSED PACKAGE:

The Risk Manager would develop a full-scale Risk Management Program. The program shall be developed as a District-wide initiative focused on risk mitigation including, but not limited to, implementing workplace safety programs, striving for zero avoidable workplace injuries and injuries to the public. This position would include insurance, health and safety policies, disaster recovery measures and business continuity plans.

BRIEF DESCRIPTION OF EXPECTED RESULTS AND OUTCOMES:

HOW DOES THE PACKAGE SUPPORT THE DISTRICT MISSION AND VISION?

CREATED BY:
REQUESTED BY:
Decision Package Form

FISCAL YEAR: FY21-22 and FY 22-23

DEPARTMENT: Facility and Development Dept

DIVISION: Facility and Development Dept

TITLE: FAC-01: Staff Reclassification and Equipment

TYPE OF PACKAGE:

- [ ] ADD PACKAGE
- [✓] EFFICIENCY PACKAGE
- [ ] REDUCTION PACKAGE

FUNDING REQUESTED: $0

NUMBER OF FTE REQUESTED: 0.00 FTE

FUNDING SOURCE:

- [✓] GENERAL FUND: ONE-TIME
- [ ] GENERAL FUND: ONGOING
- [ ] OTHER: __________________

VALUE AREA(S):

- [✓] SAFETY / RISK MANAGEMENT
- [ ] FINANCIAL SUSTAINABILITY/HEALTH
- [✓] WORKFORCE
- [✓] SERVICE DELIVERY
- [ ] ACCESS / EQUITY

BRIEF DESCRIPTION OF THE PROPOSED PACKAGE:

BRIEF DESCRIPTION OF EXPECTED RESULTS AND OUTCOMES:

Reclassification of the full-time positions will meet the demands of the District's current maintenance needs with the ability to assign part-time positions to routine maintenance work orders. Lease vehicle replacements will provide safety for staff who are currently operating 15-19 year old vehicles. The scissor lift will allow staff to perform maintenance that require elevate access to facilities, such as shop lights, cable runs, roof/gutter access and sign repair.

HOW DOES THE PACKAGE SUPPORT THE DISTRICT MISSION AND VISION?

District Strategic Goals 1, 3, and 4. Additionally, the Parks, Recreation & Facilities Master Plan has numerous goals which support this package: Goals, 1.5, 1.10, 4.2 & 4.8. This package also brings the management and replacement frequency of Facilities Maintenance staff vehicles in line with other district operations vehicles. Vehicle lease agreements will give the District future flexibility in replacing vehicles to meet CAP/SAP goals.

CREATED BY: Paul Mewton, Chief of Planning, Design and Constr.
REQUESTED BY: Joshua Green, General Manager
# Decision Package Form

**FISCAL YEAR:** FY21-22 and FY 22-23  
**DEPARTMENT:** Fire Department  
**DIVISION:** Emergency Medical Services  
**TITLE:** FIRE-01: Cardiac Monitor/Defibrillator Replacement

**BRIEF DESCRIPTION OF THE PROPOSED PACKAGE:**
Replace 31 aging cardiac monitor/defibrillators and accessories. The Fire Department's current equipment is 7 years old and the manufacturer's service plan ends in November 2021. The manufacturer suggests these monitors have a life expectancy of 5 to 7 years; FEMA designates this equipment as a "short term asset" with a life expectancy of 5 to 7 years. We currently send 2 or 3 for repair monthly. Upon expiration of our service plan, monthly repair costs are estimated at $6,000 to $9,000. Package costs may be funded from the general fund or EMS IGT.

**BRIEF DESCRIPTION OF EXPECTED RESULTS AND OUTCOMES:**
Purchase of 31 cardiac monitors, with a 1-year warranty and 4-year service plan extended beyond the warranty, and the assorted accessories and software related to the monitors will outfit the Department with state-of-the-art cardiac monitor and defibrillator technology with reduced maintenance costs. The manufacturer of our current monitors, Zoll Medical, will credit the Department $6,500 for each existing monitor, a total credit of $201,500. The monitors will be used on a daily basis providing emergency medical services to our community.

**HOW DOES THE PACKAGE SUPPORT THE DISTRICT MISSION AND VISION?**
This package supports the District Mission by enhancing the Fire Department's ability to protect and save lives through the delivery of superior emergency medical services throughout our community. This package supports the District Vision by promoting our continued delivery of exceptional services in an innovative and intentional way. Modern and reliable medical equipment is essential to our delivery of advanced life support emergency medical services. In 2020, we responded to over 15,000 EMS incidents our cardiac monitors were utilized on the majority of those calls for service.

**CREATED BY:**  
**REQUESTED BY:**

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Decision Package Form

FISCAL YEAR: FY21-22 and FY 22-23

DEPARTMENT: Fire Department

DIVISION: Operations

TITLE: FIRE-02: Ladder Truck Replacement

TYPE OF PACKAGE: ADD PACKAGE

EFFICIENCY PACKAGE

REDUCTION PACKAGE

FUNDING SOURCE:

GENERAL FUND: ONE-TIME

GENERAL FUND: ONGOING

OTHER: __________________

FUNDING REQUESTED: $___________________

NUMBER OF FTE REQUESTED: __________FTE

VALUE AREA(S):

SAFETY / RISK MANAGEMENT ✔

FINANCIAL SUSTAINABILITY/HEALTH

WORKFORCE

SERVICE DELIVERY ✔

ACCESS / EQUITY

BRIEF DESCRIPTION OF THE PROPOSED PACKAGE:

Replace the Fire Department's existing front line ladder truck with a new state-of-the-art Pierce Manufacturing Tiller Ladder Truck. The overall purchase cost would be approximately $1,500,000, which would be debt financed over 15 years at a yearly cost of $155,000. The new ladder truck would replace the Fire Department's existing front line truck, which was built in 2006. The current truck would be placed in reserve status in keeping with the Department's Apparatus Replacement Plan, which provides guidance for apparatus status, replacement, and longevity. Ladder trucks are placed in front line status for 15 years and reserve status for 5 years. Replacement of the truck supports the mission of the District by protecting lives, property, and the environment through superior fire suppression and special operations response. As a regional leader committed to providing exceptional services, the District's purchase of a state-of-the-art ladder truck would allow the Fire Department to continue to exceed expectations and enhance the quality of life of those we serve.

BRIEF DESCRIPTION OF EXPECTED RESULTS AND OUTCOMES:

The new ladder truck would replace the Fire Department's existing front line truck, which was built in 2006. The current truck would be placed in reserve status in keeping with the Department's Apparatus Replacement Plan, which provides guidance for apparatus status, replacement, and longevity. Ladder trucks are placed in front line status for 15 years and reserve status for 5 years.

HOW DOES THE PACKAGE SUPPORT THE DISTRICT MISSION AND VISION?

Replacement of the truck supports the mission of the District by protecting lives, property, and the environment through superior fire suppression and special operations response. As a regional leader committed to providing exceptional services, the District's purchase of a state-of-the-art ladder truck would allow the Fire Department to continue to exceed expectations and enhance the quality of life of those we serve.

CREATED BY:

REQUESTED BY:
Decision Package Form

FISCAL YEAR:  FY21-22 and FY 22-23

DEPARTMENT:  Fire Department

DIVISION:  Fire Prevention Division

TITLE:  FIRE-03: Fire Prevention Staff Vehicle Replacements/Hybrid

TYPE OF PACKAGE:
- ADD PACKAGE
- EFFICIENCY PACKAGE
- REDUCTION PACKAGE

FUNDING REQUESTED: $28,600 per year

NUMBER OF FTE REQUESTED: 0.00 FTE

FUNDING SOURCE:
- GENERAL FUND: ONE-TIME
- GENERAL FUND: ONGOING
- OTHER: ____________

VALUE AREA(S):
- SAFETY / RISK MANAGEMENT
- FINANCIAL SUSTAINABILITY/HEALTH
- WORKFORCE
- SERVICE DELIVERY
- ACCESS / EQUITY

BRIEF DESCRIPTION OF THE PROPOSED PACKAGE:

BRIEF DESCRIPTION OF EXPECTED RESULTS AND OUTCOMES:
The ability of staff to safely and efficiently provide service to the community will be improved by modernizing their vehicles. The impact to the Fleet Maintenance Division will also be improved by modernizing these vehicles. Ongoing fuel costs and environmental sustainability will also be improved.

HOW DOES THE PACKAGE SUPPORT THE DISTRICT MISSION AND VISION?
This package supports the District Mission by improving the ability of staff to protect lives and property through delivery of superior fire prevention and life safety services to our customers. This package supports the District Vision by improving our ability to enhance the quality of life for those we serve in an innovative and intentional way. It also adheres to Strategic Initiative 11.2 of the District Strategic Plan by making a forward thinking investment in our physical infrastructure.

CREATED BY:  Felipe Rodriguez, Fire Chief
REQUESTED BY:  Joshua Green, General Manager
Decision Package Form

FISCAL YEAR:  FY21-22 and FY 22-23

DEPARTMENT:  Administrative Services Department

DIVISION:  Office of the General Manager

TITLE:

TYPE OF PACKAGE:

☒ ADD PACKAGE

☒ EFFICIENCY PACKAGE

☐ REDUCTION PACKAGE

FUNDING REQUESTED: $0

NUMBER OF FTE REQUESTED: 0.00 FTE

FUNDING SOURCE:

☐ GENERAL FUND: ONE-TIME

☐ GENERAL FUND: ONGOING

☐ OTHER: ________________

VALUE AREA(S):

☐ SAFETY / RISK MANAGEMENT

☐ FINANCIAL SUSTAINABILITY/HEALTH

☑ WORKFORCE

☑ SERVICE DELIVERY

☑ ACCESS / EQUITY

BRIEF DESCRIPTION OF THE PROPOSED PACKAGE:

This package is cost and FTE neutral and authorizes (1) reclassification of a Senior Management Analyst in the Recreation Division to a Recreation Manager; (2) reclassification of the Clerk of the Board/Assistant to the GM to District Clerk and places that position in an exempt classification in the professional grade 3; (3) reclassification of the vacant Sr. Management Analyst in the Office of the GM to Chief of Staff and downgrade position to professional grade 3; (4) reclassify the Sponsorship & Marketing Specialist to Community and Business Engagement and place in confidential grade 1; and (5) reclassify the GIS Specialist to GIS Coordinator and upgrade to manager grade 1 and reclassify one IT Business Systems Analyst to IT Specialist and downgrade to admin support grade 1.

BRIEF DESCRIPTION OF EXPECTED RESULTS AND OUTCOMES:

This package aligns position control to better match current and needed operations to implement District initiatives and projects. Specifically, balancing the workload in the Office of the General Manager amongst support personnel and bring those personnel into exempt positions that best match the nature of the work.

HOW DOES THE PACKAGE SUPPORT THE DISTRICT MISSION AND VISION?

This package supports the District Strategic Plan and enhances internal and external communication.

CREATED BY:  Nitish Sharma, Chief Administrative Officer

REQUESTED BY:  Joshua Green, General Manager
Decision Package Form

FISCAL YEAR: FY21-22 and FY 22-23

DEPARTMENT: Parks & Recreation Department

DIVISION: Park & Golf Operations

TITLE: PARKS-01: Golf Course Equipment

TYPE OF PACKAGE: EFFICIENCY PACKAGE

FUNDING REQUESTED: $55,000

NUMBER OF FTE REQUESTED: __________ FTE

FUNDING SOURCE:

GENERAL FUND: ONE-TIME

GENERAL FUND: ONGOING

OTHER: ________________

VALUE AREA(S):

SAFETY / RISK MANAGEMENT

FINANCIAL SUSTAINABILITY/HEALTH

WORKFORCE

SERVICE DELIVERY

ACCESS / EQUITY

BRIEF DESCRIPTION OF THE PROPOSED PACKAGE:

BRIEF DESCRIPTION OF EXPECTED RESULTS AND OUTCOMES:

This efficiency package will ensure usage of Emerald Lakes Golf Course remains high, protecting existing revenue for the Parks and Recreation Department. It is also aligned with the District’s Climate Action Plan / Climate Sustainability Plan. Greens rolling protects the health of the turf and prevents disease transmission without the use of chemicals. In addition replacement of the mower, with a more efficient engine, will also significantly reduce emissions of particulate matter and oxides of nitrogen.

HOW DOES THE PACKAGE SUPPORT THE DISTRICT MISSION AND VISION?

This efficiency package supports the Parks and Recreation Strategic Plan, Goal 2.5 - Implement projects that expand capacity and increase usability at existing parks and facilities. These initiatives are essential to the District’s maintenance and operations.

CREATED BY: Phil Lewis, Parks and Recreation Administrator

REQUESTED BY: Joshua Green, General Manager
Attachment C

Professional Services List
<table>
<thead>
<tr>
<th>Dept</th>
<th>Division</th>
<th>Vendor / Type of Work</th>
<th>Year</th>
<th>Amount</th>
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<td>Civic Plus / Website</td>
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<td>Admin/OGM</td>
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<td>Elite Maintenance (EMMS) / RR Cleaning</td>
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<td>P&amp;R</td>
<td>Recreation</td>
<td>Elite Maintenance (EMMS) / Cleaning Service</td>
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<td>Elite Maintenance (EMMS) / Cleaning Service</td>
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<td>Year 1</td>
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<td>Frasier Group Investigators / Pre-Employment Background Investigations</td>
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<td>Division</td>
<td>Vendor / Type of Work</td>
<td>Year</td>
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<td>Jorgensen Co / Backflow Testing</td>
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<td>Jorgensen Co / Backflow Testing</td>
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<td>Aquatics</td>
<td>Kim Matranga / Contracted Instructor - Tabata/Piloga</td>
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<td>Admin/OGM</td>
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<td>Year 1</td>
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<td>LAFCO Contribution / LAFCO Contribution</td>
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<td>Language Link / Security</td>
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<td>Events</td>
<td>Lions Club / Holiday Breakfast</td>
<td>Year 1</td>
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<td>Lions Club / Holiday Breakfast</td>
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<td>P&amp;R</td>
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<td>Loomis / Armored Car</td>
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<td>PG Ops</td>
<td>Loomis / Armored Car</td>
<td>Year 1</td>
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<td>Recreation</td>
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<td>Division</td>
<td>Vendor / Type of Work</td>
<td>Year</td>
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<td>P&amp;R</td>
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<td>P&amp;R</td>
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<td>Medical Center for Birds / Veterinary Services</td>
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<td>P&amp;R</td>
<td>Recreation</td>
<td>Merchant Credit Card Fees / Credit Card fees</td>
<td>Year 1</td>
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<td>Merchant Credit Card Fees / Credit Card fees</td>
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<td>Admin/OGM</td>
<td>Municipal Energy Advisors / Consultant</td>
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<td>P&amp;R</td>
<td>Admin/OGM</td>
<td>Municipal Energy Advisors / Consultant</td>
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<td>Nancy Quiaoit (Nancy Quiaoit) / Contracted Classes</td>
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<td>Human Resources</td>
<td>NeoGOV / Online Application Program</td>
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<td>Newman’s Non Traditional Martial Arts (Shannon Newman) / Contracted Classes</td>
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<td>Officials / Adult Sports officials</td>
<td>Year 1</td>
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<td>Recreation</td>
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<td>Admin/OGM</td>
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<td>P&amp;R</td>
<td>PG Ops</td>
<td>Out to Bid / Fountain Maint</td>
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<td>PFM Asset Management / Investments</td>
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<td>P&amp;R</td>
<td>PG Ops</td>
<td>Pineapple / Merchant Card</td>
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<td>Dept</td>
<td>Division</td>
<td>Vendor / Type of Work</td>
<td>Year</td>
<td>Amount</td>
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<td>P&amp;R</td>
<td>PG Ops</td>
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<td>Pinnacle Systems / Personnel Health &amp; Wellness</td>
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<td>RBRobinson (Ronald Robinson) / Contracted Classes</td>
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<td>P&amp;R</td>
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<td>Sandra L. Coulter (Sandy Coulter) / Contracted Classes</td>
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<td>Sandra L. Coulter (Sandy Coulter) / Contracted Classes</td>
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<td>Security / Security</td>
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<td>Security / Security</td>
<td>Year 2</td>
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<td>Sharissa Delgado (Sharissa Delgado) / Contracted Classes</td>
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<td>Sharissa Delgado (Sharissa Delgado) / Contracted Classes</td>
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<td>Sonitrol at HBSP / Security</td>
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<td>PG Ops</td>
<td>Southwest Answering Service / Answering Service</td>
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<td>P&amp;R</td>
<td>PG Ops</td>
<td>Southwest Answering Service / Answering Service</td>
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<td>TBD / Catering for Father Daughter Dance</td>
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<td>P&amp;R</td>
<td>Events</td>
<td>TBD / catering for Father Daughter Dance</td>
<td>Year 2</td>
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