



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

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

**REGULAR BOARD OF DIRECTORS MEETING
WEDNESDAY, JULY 15, 2020**

**EXECUTIVE SESSION – 5:30 P.M.
REGULAR MEETING – 6:30 P.M.**

**Live Broadcast
via livestream**

<https://www.yourcsd.com/AgendaCenter/Board-of-Directors-2>

CORONAVIRUS DISEASE (COVID-19) ADVISORY

UPDATE: On July 13, 2020, the California Governor announced the closure of indoor operations in certain sectors of the State. Pursuant to the Sacramento County Public Health Order, effective July 14, 2020 at 3:00 pm, most indoor gatherings are prohibited. For the health and safety of our Board, employees and the public, and to prevent the spread of COVID-19 in compliance with the new State and County Health Orders, the public will not be allowed to physically attend the Board meeting.

Consistent with Executive Order N-29-20, the meeting will be broadcast 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.

Consistent with the Agenda posted on July 10, 2020, public participation is available in the following ways:

- 1)** Live Broadcast via livestream at: <https://www.yourcsd.com/AgendaCenter/Board-of-Directors-2>
- 2)** Email public comments to clerkoftheboard@yourcsd.com by 6:30 pm, Wednesday, July 15. Public comments received after this time might not be received in time to be read into the record. The District 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.
- 3)** Leave a voice mail for the Clerk of the Board at 916-405-7169, with a call back number and the item you wish to comment on and the Clerk will call you when the item is up for consideration. The customary 3 minutes time limitation will be observed.

If you have issues submitting a public comment via email, please contact the Clerk's Office at 916-405-7169 by the 6:30 p.m. deadline and leave a message. Your comment will be played during the meeting.

AGENDA

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

EXECUTIVE SESSION – 5:30 P.M.

1. Call to Order
2. Communications from the Public
3. Recess to Executive Session
 - a. PUBLIC EMPLOYMENT
Pursuant to Government Code Section 54957
Title: Administrator of Parks and Recreation

REGULAR BOARD MEETING – 6:30 P.M.

A. CALL TO ORDER

1. Report Out of Executive Session
2. Session Roll Call
3. Pledge of Allegiance
4. Moment of Silence

B. ANNOUNCEMENTS/PRESENTATIONS

None

C. DEPARTMENT REPORTS

5. Administrative Services Department Report – (N. Sharma)
6. Parks and Recreation Department Report – (M. Dopson)
7. Fire Department Report – (M. McLaughlin)

D. 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.

E. 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.

8. Approve the July 1, Regular Board Meeting Minutes.
9. Approve the Schedule for the Board of Directors Meetings in Fiscal Year 2020/21.
10. Receive and File the March 31, 2020 Quarterly Investment Report.

RECOMMENDATION: Approve the consent calendar as presented.

F. PUBLIC HEARINGS

None

G. STAFF REPORTS

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

11. **SUBJECT:** Name for Recreation Center at Beeman Park. (C. Baptista)

RECOMMENDATIONS:

- 1) Approve the Naming Committee's Recommendation to name the Recreation Center at Beeman Park as the Gil Albiani Recreation Center.

12. **SUBJECT:** Community Workforce Training Agreement. (P. Mewton/S. Asmundson)

RECOMMENDATIONS:

- 1) Holds a discussion and provide direction on Community Workforce Training Agreements (CWTA); and
- 2) Considers desired potential terms and conditions for a CWTA including:
 - (a) Project(s) or threshold subject to a CWTA.
 - (b) Local hiring requirements threshold.
 - (c) Number of core employees allowed.
 - (d) Allowance for "or equivalent" benefits.
 - (e) Re-bid options.
 - (f) CWTA term.

H. INFORMATIONAL ITEMS

13. Note of appreciation from lap swimming patron to Wackford staff commending them for their support to safety.

I. BOARD OF DIRECTOR'S BUSINESS

14. Miscellaneous Reports
15. Meeting/Event Approval
16. Meeting/Event Report

J. 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.

K. ADJOURNMENT

Note: *Disabled Accommodations.*

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

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

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

Certificate of Posting of Agenda

I hereby declare that the foregoing Agenda for the July 15, 2020 Regular Meeting of the Cosumnes Community Services District Board of Directors was posted on July 10, 2020 at 8820 Elk Grove Blvd., Elk Grove, California, 95624, and was available for public review at that location.

Signed this 10th day of July 2020



STAFF REPORT

DATE: July 15, 2020
TO: Board of Directors
FROM: Nitish Sharma, Chief Administrative Officer
SUBJECT: MONTHLY ADMINISTRATIVE SERVICES DEPARTMENT REPORT – JUNE 2020



VISION: A regional leader dedicated to providing superior fire, emergency medical and parks and recreation services that enrich the community and save lives.

MISSION: To enhance the quality of life for those residing in, doing business in and visiting the community. The CSD strives to provide balanced services to all areas of the community, while being responsive to individuals.

GOAL 1 – The CSD will make safety a priority in all operations.

- Human Resources staff attended a workplace investigations webinar training series conducted by the Association of Workplace Investigators.
- Customer Care and Facilities teams worked with Communications team to prepare buildings for reopening with signage, plexi glass barriers and floor markers.
- IT updated Zoom clients to 5.0+ for enhanced virtual meeting security.

GOAL 2 – The CSD will ensure its financial stability, accountability and transparency.

- Human Resources initiated a Request for Proposal (RFP) process for the District's 457 deferred compensation plans in an effort to enhance employee benefit offerings.
- Finance approved and completed, essential IT budget purchases prior to the end of the 19-20 fiscal year.
- Finance centralized and completed the District-wide Fiscal Year 2020-21 Final Budget.

GOAL 3 – The CSD will promote a work environment where staff can thrive.

- Human Resources initiated the process of bringing part time and seasonal employees back on payroll to provide staffing for community programs that are allowed to return under the Sacramento County Public Health Order.

GOAL 4 – The CSD will provide excellent services, programs, and facilities to address the distinct needs of the community.

- The Website Committee continues to work with the website provider with design of the new website as well as update current website content and create new content.
- Staff viewed demonstrations from three agenda management software vendors as a result of a Request for Proposals for a new product to help streamline the bi-monthly creation of Board of Directors' meetings agendas and staff reports.
- Customer Care team members attended a webinar hosted by Athletic Business called "New Etiquette: Training Your Staff on Effective Customer Service in the Time of COVID-19".

- Customer Care team launched Cash Handling and Registration 101 trainings for Recreation Coordinators and Supervisors to become familiar with front counter operations.
- Staff prepared computer accounts and equipment for pools to re-open.
- Communications team assisted Preschool staff in producing and editing 59 videos for Virtual Preschool and Toddler Time classes.
- Communications team transformed the Virtual Recreation Guide into a “Summer Fun Guide” and updated it weekly to promote current happenings at the District, including day camps, recreation swim, lap swimming, golf, and virtual recreation programming.

GOAL 5 – The CSD will ensure access, equity and inclusion in all of its programs, services and operations.

- Communications team collaborated with District staff on Pride Month and Juneteenth celebrations, including a number of videos and posts on social media.
- General Manager held a phone conference call with NAACP legal redirect clinic advocate.
- California State University (Fresno) Professor and General Manager, Joshua Green co-facilitated an open dialogue on Diversity, Equity, and Inclusion.
- General Manager attended the California Recreation and Park Association (CARPD) quarterly General Manager’s roundtable discussion on June 30, and presented information on Diversity, Equity and Inclusion.

Webpage Visits

June	2020
Sessions	28,040
Unique Visitors	20,029
Pageviews	73,334

Top Pages		Users
1	Home	5,401
2	Coronavirus-Disease-2019-COVID-19	4,067
3	Parks-Recreation	2,283
4	Activity-Guide	1,915
5	Wackford-Aquatic-Complex	1,173
6	Elk-Grove-Aquatics-Center	1,011
7	Fire	981
8	Aquatics	972
9	Parks-List	960
10	Parks-Facilities-Stations	941

Planning, Design & Construction Project Status (Facilities & Parks)

Planning		
2020-25 District Capital Improvement Plan (CIP)	Goal 4	Board Approved 6/18
Climate Action Plan	Goal 4*	Finalized GHG Emission Target Levels, Draft report to be submitted for staff review 7/15 Virtual Community Outreach scheduled for 7/29
Fire & Park Impact Fee Updates	Goal 2	Met w/ Consultant 6/30 to review CIP projects for Nexus study work for Park Impact Fee
Elk Grove Nature Park	Goal 1*	Working w/ Local Government Commission to identify grants and staff to develop phasing costs.

Morse Park Recreation Center	Goal 1	Draft Operations Plan/Feasibility Study in review. Board Presentation date TBD.
<i>Design & Bidding</i>		
Fire Station 77	Goal 4	Construction Documents 60% complete. Developing Bid Alternates to meet capital budget. Out to bid July/August 2020.
MacDonald Park Phase 2 (1 acre)	Goal 1*	Construction Documents (CD) 60% complete. Out to Bid September 2020
Lichtenberger/Pederson Park Revitalization	Goal 2*	CD's 80% complete. Prepared letter & restroom exhibit for community outreach via mail out
BSP & Admin Flag pole installation	Goal 2*	BSP Agreements signed, Construction scheduled for July. Admin Flagpole – reviewing quotes.
Recreation Center @ Beeman Park	Goal 2*	100% CDs and bid package complete. COEG permit complete. Out to Bid. Bid Opening 7/15. Naming Committee met 6/24 & made recommendation for Board review 7/15
<i>Construction</i>		
Wackford Center	Goal 4	Repair of 1) HVAC unit
Fleet Maintenance	Goal 3	Repaired swamp coolers
CSD Administration Building	Goal 3	Repaired HVAC unit
Fire Station 72 and 73	Goal 3	Staff removed old drinking fountains and installed new ice machines
CSD Administration Building	Goal 1	Staff pressure washed patio and outdoor furniture
Emerald Lakes Golf Course	Goal 3	Staff installed ventilation in storage sheds
Fire Training Office	Goal 3	Repaired HVAC unit
Playground Sealing	Goal 4*	In construction
Electrostatic Painting	Goal 4*	In construction
Oasis Community Park (20 acres)	Goal 1*	Construction is 75% complete. Restroom installed, water play piping complete, soil preparation complete. Planting, Shade structure and turf installations scheduled for July. Phased opening, phase 1 open late summer 2020
Fieldstone North/ Milestone Trail Corridor	Goal 1*	Performing Inspections on irrigation & landscaping. Fieldstone North 95%, Setting up pre-construction w/ landscape contractor for Milestone.
Administration Building – Landscape	Goal 4*	Pre-school Tot Lot play equipment delivered. Coast Landscaping will donate labor and materials to complete play equipment install and site improvements in July.
Singh & Kaur Park (5 acres)	Goal 1*	Construction 25%, Rough Grading completed and installing drainage and water utilities.

* Indicates Goal from Parks and Recreation 2019-2022 Strategic Plan

Finance: Accounts Payable

668
 INVOICES

439
 CHECKS

149
 RECEIVABLES



Human Resources

21
 APPLICANTS

3
 RECRUITMENTS

23
 HIRE/RE-HIRE

Communications

Social Media Statistics

Cosumnes Fire and Cosumnes Parks & Rec

313,353 Impressions

19,583 Engagements

716 Link Clicks



65
 GRAPHICS
 WORK ORDERS

193
 COMMUNICATIONS
 WORK ORDERS

Information Technology



70 Work Requests

18
 FIRE
 DEPARTMENT

24
 ADMINISTRATIVE
 SERVICES

28
 PARKS AND
 RECREATION

20,029 Unique Website Views

73,334 Website Page Views

28,040 Sessions



Business Operations

1,275
 FACILITY
 RENTALS

781
 REGISTRATIONS

868
 CUSTOMER
 SUPPORT



\$250 IN KIND DONATION

Customer Service

132

Registrations
 PHONE, FAX, MAIL,
 AND ONLINE

Online**101**

Main Office.....**8**

Wackford Aquatic Complex.....**14**

Elk Grove Aquatic Center**9**



COSUMNES
 COMMUNITY SERVICES DISTRICT
 Administration Offices

STAFF REPORT

DATE: July 15, 2020

TO: Board of Directors

FROM: Mike Dopson, Director of Recreation and Community Services

SUBJECT: PARKS AND RECREATION DEPARTMENT REPORT – JUNE 2020



VISION: An inclusive and connected park, recreation, and trails system that delivers opportunities for health and wellness, social interaction, and delight to the Elk Grove community.

MISSION: At Cosumnes CSD, we provide exceptional parks and recreation services to our diverse Elk Grove community.



GOAL 1 – Meeting the Needs of Our Growing Community

Create responsive programs, parks and facilities for Elk Grove's diverse and growing community.

- Preschool staff continues to provide early childhood activities and online classes due to school closure.
- Aquatics provided water safety presentation to 26 preschool classes in celebration of Water Safety Month.
- Partnerships staff are collaborating with existing, and new, independent contractors to develop and implement new virtual as well as physically distanced in-person recreation programs; and Staff worked with contractors to transition many to the new fall calendar as part of the Recreation Services Delivery Model.
- Following the County's latest health order, the Swim For Fitness program opened in a limited capacity on June 22 offering lap swimming weekdays at the Deep Xtreme pool at WCAC for community members ages 16 and older.
- At the Golf Course a co-ed league began on June 20th and the PGA Junior League resumed play.



GOAL 2 – Revitalizing & Developing Community Spaces

Strengthen parks and recreation facilities for future generations.

- Several preschool staff relocated to accommodate the District's need for space for in-person childcare program in the preschool classrooms.
- On June 26 all pool slides at WAC, EGAC and Jerry Fox were inspected and certified by the Division of Occupational Safety and Health (DOSH).
- Morse Spray Park was updated with a new sand filter and variable speed pump which will allow for a more efficient running system.
- The three tennis courts at Batey Park had pickle ball court overlays marked out to allow more options for residents wanting to play pickle ball.

- Landscape barking was installed to the streetscapes along the west side of Big Horn Blvd. from Laguna Blvd. to Elk Grove Blvd. and throughout the median on Elk Grove Blvd as well as various other areas in East Elk Grove to replenish planter beds and beautify the area.
- Fencing was repaired at Jones and Mendoza Parks.
- Two playground features were repaired at Strong and Lombardi Parks. Both features were damaged due to vandalism. Staff dismantled, repaired, and replaced the features.
- Staff dismantled and repaired a broken sitting bench at Castello Park.
- Park Operations staff detailed and cleaned up landscaping at the CSD Administrative Building and Recreation Center. Staff mowed, pruned, removed weeds, and removed tree stumps.
- Staff welded steel plates onto poles for fishing signs to be placed around Elk Grove Park Lake.
- The Volleyball court at Elk Grove Park was rototilled and levelled.
- Park Operations staff repaired numerous broken posts and cables around the walking path at Elk Grove Park.



GOAL 3 – Enhancing Community Connections

Foster collaborative partnerships that leverage strengths and resources to enhance recreation experiences.

- Preschool staff utilized Class Dojo App along with group and individual video chat to connect families.
- Preschool Staff led mom and child video chat activities such as massage with tranquil music, dress-up like mom, and mother’s day songs.
- Partnerships staff worked with Black Expo Events to assist in providing a venue to record content for their Juneteenth Virtual Event. Recording included various musicians, singers and motivational speakers.
- Several Community Support Programs were canceled or postponed due to COVID 19 restrictions:
 - Monthly Advocacy Meeting; Wackford Community and Aquatic Complex, hosted by South Area People First.
 - Elk Grove Community Band Concert; Laguna Town Hall, hosted by Elk Grove Community Concert Band.
 - Bounty on the Boulevard; Equipment Grant, hosted by the Elk Grove Regional Scholarship Foundation
 - Pet-a-Palooza; Elk Grove Park, hosted by the City of Elk Grove.
 - Elk Grove Historical Society Yard Sale; Equipment Grant.
 - Strauss Gala; Pavilion in Elk Grove Park hosted by the Strass Festival.
 - TOFA Health and Wellness Festival; Elk Grove Park, Hosted by T.O.F.A.
 - Elk Grove Run 4 Hunger; Elk Grove Park, hosted by the Elk Grove Food Bank-moved to a Virtual Event.
- Sports staff began issuing permits to field users who adhere to CDC guidelines and Sac County restrictions for training, fitness, and sports conditioning.
- Golf Course staff coordinated with National Foot Golf Association to strategize ways to make foot golf more successful.

- Park Rangers responded to numerous reports of Covid-19 safety precaution related infractions, primarily related to improper gatherings, social distancing, and using park amenities that were closed.



GOAL 4 – Ensuring a Sustainable Parks & Recreation System

Allocate staff and resources based upon sound operational practices to ensure long-term operation and maintainability.

- Recreation Services reallocated full time staff in June to begin offering Sammy’s Summer Club. Currently, there are several additions being offered at three different locations: Preschool Edition, Kids’ Edition, Teens Edition, Sports, Edition, Jr Guard Edition, and Splash Edition. The goal is to offer this program through summer, making sure to adhere to recommended CDC guidelines, maintain employee morale, maximize revenues, minimize costs, and strive for excellence in programming.
- The Aquatics team facilitated skills testing for life guarding staff on June 20 as the final step in Red Cross recertification.
- The Aquatics team began onboarding part-time returning staff in anticipation of resuming summer programming.
- Park Operations staff continued to sanitize park restrooms and work vehicles to comply with health and safety standards due to Covid-19.
- Park Maintenance Workers Chris Regenhardt and Ross Campbell both received their Aquatic Facility Operator Certification. This will allow more staff to be familiar with maintenance of the District’s aquatic facilities.
- Staff trainings were completed at the Golf Course so employees from other departments can work in the Golf Shop.
- Park Operations staff replaced damaged tile at the swimming pool at Wackford Community and Aquatic Complex. Staff was able to replace the tile along the entire length of the pool on both sides, giving staff training on tile replacement, as well as providing cost savings to the District.
- Staff from different Park Operations sections joined forces and worked on irrigation checks to accommodate the higher demand on the systems and fix any issues.
- Park Operations employees Ross Campbell and Cliff Watanabe were both promoted to Senior Maintenance Workers. Cliff has been assigned to the Irrigation Section, while Ross has been assigned to the West Sector.



416

**Park Maintenance
Hotline Calls & Emails**



Responded to **76** tree maintenance
related work orders

507,680
Range Balls Sold

251 Golf Lessons

4,967 Rounds of Golf Played

488 Volunteer Hours at the Golf Course



4,030

**Pre-Paid
Registered Activities**



256 Meeting Room Rentals

36 Field Rentals

100 Gym Rentals

1,019 Church Rentals

Mission

At Cosumnes CSD, we provide exceptional parks and recreation services to our diverse Elk Grove community.

Vision

An inclusive and connected park, recreation, and trails system that delivers opportunities for health and wellness, social interaction, and delight to the Elk Grove community.



Sammy's Summer Club

STAFF REPORT

DATE: July 15, 2020
TO: Board of Directors
FROM: Mike McLaughlin, Fire Chief
SUBJECT: FIRE DEPARTMENT REPORT – JUNE 2020



VISION: Committed to providing extraordinary service through prevention, preparedness, and emergency response.

MISSION: The Men and Women of the Cosumnes Fire Department strive to exceed expectations at all times.



Administration – Achieve excellence through leadership, sound fiscal management, industry best practices, transparency, and innovation.

- The Department was approved for the Walmart Grant funds to purchase replacement AED units for police vehicles in Galt and Elk Grove. Staff will be coming to the Board in August requesting to formally accept and allocate the funds. (Objective 1.a.)
- Staff created an online Smoke Alarm Check Form for citizens to participate in the free smoke alarm program. (Objective 4.c.)
- Staff conducted a meeting via Microsoft Teams for key District staff to discuss the potential need and procedures of providing the community a cooling center during the hot summer months. (Objective 5.b.)
- Staff met with Caltrans and their contractor concerning safety and access issues regarding the multi-year Highway 99 construction project. (Objective 4.b., 8.c.)
- The Station Design Committee met twice in the month of June to identify and discuss issues related to the design for Fire Station 77. (Objective 3.b.)
- Staff hosted the Sacramento Area Fire Services Regional Diversity Committee meeting via Zoom. (Objective 4.a.)
- Staff worked with 3AM Innovations on their development of accountability solutions at the wildland training burns. (Objective 4.a.)



Operations – Provide exceptional emergency response operations consistent with the communities' needs and expectations.

- Operations crews arrived on scene of emergency calls in seven minutes and forty-one seconds from the receipt of the dispatch by Sacramento Regional Fire/EMS Communications Center Systems (SRFECC), 90% of the time for the month of June. The Cosumnes Fire Department's standard is seven minutes from the time the call is received in SRFECC. (Objective 1.a.)

- Chief Bair ran the Fire Department operations for the Department Operations Center (DOC) during the ongoing COVID-19 event. In response to the relaxation of the Sacramento County Health Order associated with COVID-19, the DOC was deactivated June 15, 2020. (Objectives 2.c., 3.a.)
- Deputy Chiefs Bair and Zehnder hosted a Wildland Response and Units Meeting with Sacramento Regional Fire/EMS Communications Center, Sac Metro, Courtland, Isleton, and Wilton agencies to collaborate and update Wildland plans, for CAD vehicle assignments, for the upcoming fire season. (Objectives 2.c., 3.a.)
- Chief Bair chaired a virtual California Incident Command Certification System (CICCS) Level 300 Peer Review meeting. (Objectives 2.b., 3.a.)



Emergency Medical Services – Provide exceptional medical care and customer service while supporting the needs and well-being of our members who provide that care.

- Staff have been engaged with the developing COVID19 field response guide, patient monitoring, employee health, and supply chain disruptions. (Objective 1.c.)
- Staff discontinued the deployment of the Mobile Integrated Health Unit on June 12th. The unit saw a total of 772 patients and completed 708 swabs for Covid19 during the deployment from April 9th to June 12th. (Objective 1.b.)
- Staff entered discussions with Dignity Health and Kaiser Medical Foundation regarding the long-term potential of a sustainable Mobile Integrated Health Model. (Objective 2.c.)
- Staff developed training to support Sacramento County EMS Policy and Protocols which become effective mid-July. (Objective 1.c.)
- Staff completed instruction and implementation of new Emergency Medical Service equipment bags which greatly improve the ability to decontaminate equipment which will improve employee health and patient safety. (Objective 1.b.)
- Staff initiated an equipment review of the Individual First Aid Kit (IFAK) which attaches to the first responder personal protective equipment. This equipment is utilized to treat responders and civilians in times of mass causality as a precursor to Advanced Life Support Treatment on a scene. (Objective 1.c.)
- Eighteen subpoenas were processed and 1,108 Patient Care Reports were processed. Overall, medical transport was up 7% from last month, but still trending below that of the pre-COVID19 volume levels. (Objective 3.a.)
- Staff assisted five personnel with licensure. (Objective 3.a.)



Fire Prevention – Proactively improve life safety, minimize losses, and reduce the risks from fire through education, application of codes, and investigation.

- Fire Investigators performed three fire investigation responses and issued one infraction for \$113 in fines. (Objective 4.a.,4.b.,4.c.)
- Staff completed 100% of the 216 requested construction inspections within 48 hours. (Objective 3.c.)

- A total of 122 weed abatement inspections were performed. (Objective 1.e.)
- The Public Education Officer performed eight virtual car seat inspections. (Objective 5.a.)
- Fire and life safety information was provided through social media and reached over 13,414 community members. In addition, two virtual safety presentation were conducted. (Objective 5.a.,5.d.)
- Staff inspected 29 retail fireworks stands in Elk Grove and eight in Galt as sales began on June 28th. (Objective 1.a.)
- Staff completed 41 state-mandated inspections representing 34% completion on all required inspections. (Objective 1.a.)



Fleet Management – Provide effective management of vehicles and equipment to ensure that they are safe, properly designed, and well maintained.

- Staff completed 11 services and 104 other repairs. (Objective 1.b.)



Training & Special Operations – Create effectiveness through innovative and diverse training programs.

- Staff administered 43 hours of Administration training, 363 hours of Daily Training, 83 hours of Emergency Medical Services Continued Education training, 1,990 hours of Monthly training, and 467 hours of Taskbook Completions, totaling 2,496 hours of training. (Objective 1.a)
- Staff organized and facilitated the RT130 wildland burns. The live fire wildland training took place at the Franklin Field airport. The Sacramento County Airport Fire attended the drills as well. (Objective 1.b., 1.c.)
- Staff coordinated a tour of International Paper. This tour allowed for familiarity and situational awareness of one of our target hazards. (Objective 1.b., 1.c.)
- Staff delivered multiple training evolutions at the Orchard Supply building which is scheduled for demolition. Drills included: fire attack, search, forcible entry, vertical ventilation, and breaking/breaching. (Objective 1.a., 1.b., 1.c.)

Total Number of Monthly Incidents

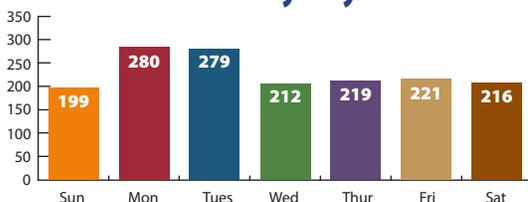
1,626

	Fire	90
	Explosion	1
	EMS	1,189
	Hazardous Conditions	21
	Service Call	111
	Good Intent	167
	False Alarm	33
	Severe Weather	0
	Special Incidents	8
	Not Reported	6

Total Loss For The Month

\$171,500

Call Volume by Day of Week



Total Responding Units

2,986 ↓

June 2019
3,118 Responding Units

Response Time

Alarm to Arrival Emergent Only

90th Percentile
CFD Standard is 7:00



0:07:41

Average Commitment Time

Dispatch to Clearing Scene

0:42:51



Unit Hour Utilization

Total hours for 31 days for 24 hours per day

**Note: M78 based on 4 days/10hrs/day*



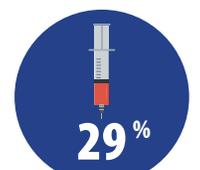
Medic 45



Medic 46



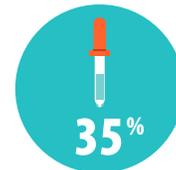
Medic 71



Medic 72



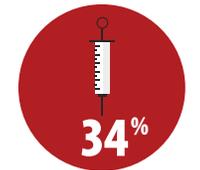
Medic 73



Medic 74



Medic 76



Medic 78*

Public Education

Virtual Cart Seat Inspections..... 8
 Site Visits3 nights for Galt's Light the Night for Heroes
 Station Tours 2 Virtual
 Community Outreach... Assisted Laguna Sunrise Rotary in
 delivering approx 5,400 meals to senior shut-ins.



**COSUMNES COMMUNITY SERVICES DISTRICT
REGULAR BOARD MEETING – 6:30 PM
WEDNESDAY, JULY 1, 2020
MINUTES**

REGULAR BOARD MEETING – 6:30 PM

ATTENDANCE

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

General Manager Joshua Green, Fire Chief Michael McLaughlin, Chief Administrative Officer Nitish Sharma, Legal Counsel Sigrid Asmundson and Chief of Planning Design and Construction Paul Mewton were also present.

A. CALL TO ORDER/PLEDGE OF ALLEGIANCE

1. President Fuentes called the meeting to order at 6:30 p.m.
2. Facilities Technician Nathan Smith, Information Technology Analyst Farnam Shadmani and Park Ranger Nick Height led the Pledge of Allegiance.
3. A moment of silence was observed in honor of Mr. Arnie Adrianni and in contemplation and prayer for a speedy end of the current pandemic.

B. ANNOUNCEMENTS/PRESENTATION

4. Update on Perry Ranch Maintenance Efforts.

Management Analyst Josh Branco gave a presentation on the Perry Ranch Improvement District Landscape Maintenance Update.

Mr. Ron Weissmann spoke and thanked the Board for their support to the Perry Ranch Community.

C. COMMUNICATIONS FROM THE PUBLIC

None

D. CONSENT CALENDAR

5. Approve the June 17, Regular Board Meeting Minutes.
6. Approve Board Policies Section 4000.
7. Approve Amendment to Multi-year Landscape Maintenance Agreement with Procida Landscape, Inc.

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

E. PUBLIC HEARINGS

None

F. STAFF REPORTS

8. **SUBJECT:** 2020 Giant Pumpkin Festival Modifications.

RECOMMENDATIONS:

- 1) Approve the recommended modifications to the 2020 Giant Pumpkin Festival;
and
- 2) Direct staff to modify the District budget during the Quarter 1 Update to reflect these changes.

Director of Recreation and Community Services Mike Dopson presented the staff report.

Mr. Brian Myers Chairman of the California Pumpkin Growers Association addressed the Board asking that, in consideration for all the growers and their efforts, the giant pumpkins weight off remains on Saturday, so that it may be considered by the Giant Pumpkin Commonwealth.

After discussion Director Brewer moved to approve staff's recommendations 1 and 2; seconded by Director Luttrell, vote was unanimous.

9. **SUBJECT:** Information Technology Strategic Plan. (N. Sharma)

RECOMMENDATIONS:

- 1) Receive and file the full report on the Information Technology Strategic Plan.

Information Technology Manager Jack Haddon presented the staff report.

After discussion Director Luttrell moved to accept staff's recommendation; seconded by Director Brewer, vote was unanimous.

G. INFORMATIONAL ITEMS

10. Note from Ms. Theresa Berona thanking Firefighter/Paramedic Tony Ott for the excellent care he gave her during an emergency transport.
11. Note from Mr. Nishimura commending the Parks Ops Division for their responsiveness and willingness to accommodate his request for Pickleball lines added to a tennis court.
12. Note from Ms. Pearla Garay thanking the Board and staff for purchasing at auction, the hog she raised as part of the FFA program.

H. BOARD OF DIRECTORS BUSINESS

13. City of Elk Grove Liaison
14. City of Elk Grove Two by Two
15. City of Galt Liaison
16. City of Galt Two by Two
17. Elk Grove Cosumnes Cemetery District Two by Two

18. Elk Grove USD Two by Two
19. Senior Center Board
20. Elk Grove Historical Society
21. Elk Grove Chamber of Commerce
22. Galt Chamber of Commerce
23. Diversity Work Group
24. Northern California Special Districts Insurance Authority
25. Fire Communications Center
26. Sacramento County Treasury Oversight Committee
27. Miscellaneous Reports

Director Brewer informed the Board that staff will have a report back on the Naming Committee meeting recommendations at the next Board meeting.

Director Albiani asked staff to schedule a meeting with the Leadership of the Florin Resource Conservation District to discuss support from the District.

28. Meeting/Event Approval
29. Meeting/Event Report

H. IDENTIFICATION OF ITEMS FOR FUTURE MEETING

Director Moreno

I. ADJOURNMENT

With no further business, the meeting was adjourned at 7:38 p.m.

Approved: _____
Board President

Attest: _____
Secretary to the Board

STAFF REPORT



DATE: July 15, 2020
TO: Board of Directors
FROM: Joshua Green, General Manager
BY: Elenice Gomez, Clerk of the Board

SUBJECT: MEETINGS OF THE BOARD OF DIRECTORS IN FISCAL YEAR 2020/21

RECOMMENDATION

The Board of Directors:

1. Approves the schedule of meetings of the Board of Directors for Fiscal Year 2020/21 (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 made less than 30 days prior to the scheduled Board meeting.

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 eight (8) 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.

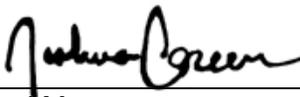
Respectfully submitted,



Joshua M. Green
General Manager

Attachment A

Staff Report recommendation authorized by:



General Manager

Approved as to Form:



General Counsel

Fiscal Year 2020/21
 Board of Directors Meetings

DATE	TYPE	NOTES
Wednesday, July 1, 2020	Regular	
Wednesday, July 15, 2020	Regular	
Wednesday, August 5, 2020	Regular	
Wednesday, August 19, 2020	Regular	
Wednesday, September 2, 2020	Regular	
Wednesday, September 16, 2020	Regular	
Wednesday, October 7, 2020	Regular	
Wednesday, October 21, 2020	Regular	
Wednesday, November 4, 2020	Regular	
Wednesday, November 18, 2020	Regular	
Wednesday, December 2, 2020	Regular	Cancel
Wednesday, December 16, 2020	Regular	
Wednesday, January 6, 2021	Regular	Cancel
Wednesday, January 20, 2021	Regular	
Wednesday, February 3, 2021	Regular	
Tuesday, February 9, 2021	Special	Annual Board Workshop
Wednesday, February 17, 2021	Regular	
Wednesday, March 3, 2021	Regular	
Tuesday, March 9, 2021	Special	Budget Workshop #1
Wednesday, March 17, 2021	Regular	
Wednesday, April 7, 2021	Regular	
Wednesday, April 21, 2021	Regular	
Wednesday, May 5, 2021	Regular	
Tuesday, May 11, 2021	Special	Budget Workshop #2
Wednesday, May 19, 2021	Regular	
Wednesday, June 2, 2021	Regular	
Wednesday, June 16, 2021	Regular	

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

STAFF REPORT

DATE: July 15, 2020

TO: Board of Directors

FROM: Nitish Sharma, Chief Administrative Officer

BY: Jeremy Edwards, Finance Manager

SUBJECT: MARCH 31, 2020 QUARTERLY INVESTMENT REPORT



RECOMMENDATION

The Board of Directors receives and files the attached March 31, 2020 quarterly investment report for the Local Agency Investment Fund (LAIF) and the District's separately managed investment portfolios.

BACKGROUND/ANALYSIS

Government Code Section 53646 requires that the treasurer renders to the legislative body of the local agency a quarterly pooled investment fund report, which the legislative body of the local agency shall consider at a public meeting.

Attached is the March 31, 2020 Quarterly Report for the Local Agency Investment Fund and the District's separately managed investment portfolios. The average interest earned for the quarter ended March 31, 2020 was 2.03% for LAIF. The total invested with LAIF at March 31, 2020 is approximately \$49.1 million.

The District's investment portfolio managed by Raymond James is invested 97% in Corporate Notes, and 3% in Collateralized Mortgage Obligations. All investments are rated AA+/A by Standard & Poors. The total invested at March 31, 2020 is approximately \$1.3 million. The average interest rate for the District's separate investment portfolio is 2.16%.

The District's separate investment portfolio is invested in certificates of deposit, negotiable certificates of deposit, money market accounts, and corporate notes. All investments are FDIC insured and purchased within the parameters set forth by the District's investment policy. The total invested is approximately \$26.9 million at an average interest rate of return at 2.4% with a weighted average maturity of 498 days.

SUSTAINABILITY ANALYSIS

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

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

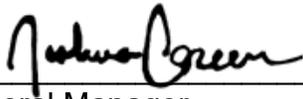
Respectfully submitted,



Nitish Sharma
Chief Administrative Officer

Attachment A LAIF Performance Report
Attachment B District Investment Portfolio

Staff Report recommendation authorized by:



General Manager

Approved as to Form:



General Counsel

Attachment A



PMIA/LAIF Performance Report as of 06/10/20



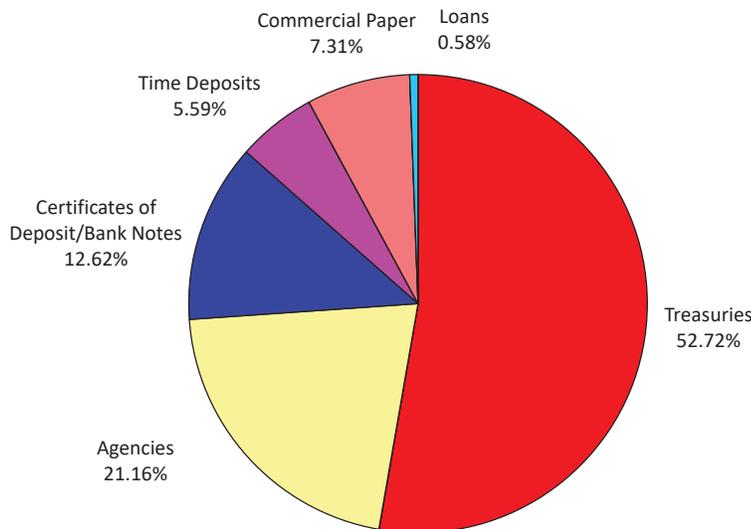
PMIA Average Monthly Effective Yields⁽¹⁾

May	1.363
Apr	1.648
Mar	1.787

Quarterly Performance Quarter Ended 03/31/20

LAIF Apportionment Rate ⁽²⁾ :	2.03
LAIF Earnings Ratio ⁽²⁾ :	0.00005535460693046
LAIF Fair Value Factor ⁽¹⁾ :	1.007481015
PMIA Daily ⁽¹⁾ :	1.73%
PMIA Quarter to Date ⁽¹⁾ :	1.89%
PMIA Average Life ⁽¹⁾ :	208

Pooled Money Investment Account Monthly Portfolio Composition ⁽¹⁾ 05/31/20 \$99.0 billion



Percentages may not total 100% due to rounding

Daily rates are now available here. [View PMIA Daily Rates](#)

Notes: The apportionment rate includes interest earned on the CalPERS Supplemental Pension Payment pursuant to Government Code 20825 (c)(1) and interest earned on the Wildfire Fund loan pursuant to Public Utility Code 3288 (a).

Source:

⁽¹⁾ State of California, Office of the Treasurer

⁽²⁾ State of California, Office of the Controller

Attachment B

Cosumnes CSD
Investment Portfolio
3/31/2020

INSTITUTION		AMOUNT	TYPE	INTEREST	
				RATE	MATURITY
WS - Third Feds S & L ASSN	88413QBP2	250,000.00	Negotiable CD	1.75%	April-20
WS - Shell Intl FIN Note	822582BG6	494,330.00	Corporate Bonds	2.13%	May-20
WS - Citibank NA	17325FAE8	1,004,220.00	Corporate Bonds	2.10%	June-20
WS - Insbank	45776NCF1	250,000.00	Negotiable CD	2.00%	June-20
MB - General Electric Cincinnati Ohio	369674AUO	250,000.00	Negotiable CD	2.98%	August-20
WS - Community TR Bank Inc	20416LAC3	248,000.00	Negotiable CD	1.85%	August-20
WS - Capital One NA	14042RHK0	248,000.00	Negotiable CD	1.90%	August-20
WS - First BK of Highland	319141HK6	248,000.00	Negotiable CD	1.85%	August-20
WS - Goldman Sachs BK USA	38148PNE3	250,000.00	Negotiable CD	1.90%	August-20
WS - Key Bank NA	49306SYT7	248,000.00	Negotiable CD	1.80%	August-20
MB - Nationwide BK Columbus Ohio	63861NAP0	250,000.00	Negotiable CD	2.00%	August-20
WS - Jackson County Bank	466682AN1	248,000.00	Negotiable CD	1.80%	August-20
WS - Pinnacle Bank	72345SFS5	249,000.00	Negotiable CD	1.80%	August-20
WS - Caterpillar Financial Service	14913Q2A6	496,775.00	Corporate Bonds	1.87%	September-20
WS - Automatic Data Processing	053015AD5	248,480.00	Corporate Bonds	2.25%	September-20
WS - USAlliance Fed Cr Uni	90352RAF2	250,000.00	Negotiable CD	3.00%	September-20
WS - Enerbank USA	29266N6S1	250,000.00	Negotiable CD	1.80%	October-20
WS - CrossFirst Bank	22766ABV6	250,000.00	Negotiable CD	1.80%	October-20
WS - APEX Bank	03753XAT7	250,000.00	Negotiable CD	1.80%	October-20
WS - NorthField Bank	66612ABW7	250,000.00	Negotiable CD	1.85%	October-20
WS - Bank of Princeton	064520AK5	250,000.00	Negotiable CD	1.80%	October-20
WS - First State CMNTY BK	33708UCJ6	250,000.00	Negotiable CD	1.80%	October-20
WS - Apple Inc	037833DJ6	500,000.00	Corporate Bonds	2.00%	November-20
WS - Marlin Buisness Bank	57116AQD3	250,000.00	Negotiable CD	1.90%	November-20
WS - Kearny Bank	48714LAF6	250,000.00	Negotiable CD	1.90%	November-20
MB - Illinois Cmnty CR UN SH CTF	451874AC5	250,000.00	Negotiable CD	2.00%	November-20
WS - Connectone Bank	20786ABW4	250,000.00	Negotiable CD	2.00%	November-20
WS - Vibrant Credit Union	92559TAB4	250,000.00	Negotiable CD	3.10%	November-20
WS - Bankers BK of Kansas	06610PBK8	250,000.00	Negotiable CD	2.05%	December-20
WS - Lakeside Bank	51210SNY9	250,000.00	Negotiable CD	2.05%	December-20
WS - Wal-Mart Stores, Inc	931142EA7	501,600.00	Corporate Bonds	1.90%	December-20
MB - Webster First Fed	947895AC2	250,000.00	Negotiable CD	2.24%	December-20
WS - Investors BK	46176PHB4	250,000.00	Negotiable CD	2.10%	December-20
WS - Wells Fargo Bank NA	949763MN3	248,000.00	Negotiable CD	2.25%	January-21
MB - Rocket Federal Credit Union	7731TAA6	250,000.00	Negotiable CD	3.00%	January-21
WS - Pacific Premier	69478QEX4	249,000.00	Negotiable CD	2.40%	February-21
WS - JP Morgan Chase & CO	46625HQJ2	788,784.00	Corporate Bonds	2.55%	March-21
WS - Wells Fargo & CO	9499746RS2	1,253,750.00	Corporate Bonds	2.25%	March-21
WS - Synchrony Bank	87164WVF2	200,000.00	Negotiable CD	2.70%	April-21
WS - Pepsico Inc	71348DX3	488,900.00	Corporate Bonds	2.00%	April-21
WS - Horizon Bank	44042WBZ9	250,000.00	Negotiable CD	2.75%	May-21
WS - American Express Credit	0258M0EB1	489,845.00	Corporate Bonds	2.25%	May-21
WS - BMW Bank North Amer	05580APV0	250,000.00	Negotiable CD	3.15%	May-21
WS - Keesler Fed CR Union	49254FAB2	250,000.00	Negotiable CD	3.15%	June-21
WS - Princeton University	89837LAC9	242,485.00	Corporate Bonds	1.91%	July-21
WS - Capital Impact Partners	14020AA61	500,000.00	Corporate Bonds	3.20%	July-21
WS - Caterpillar Financial SE	14912L6E6	247,750.00	Corporate Bonds	2.75%	August-21
WS - Ally Bank	02007GFB4	250,000.00	Negotiable CD	3.00%	September-21

WS - Maine Savings FCU	560507AH8	250,000.00	Negotiable CD	3.10%	September-21
WS - Neighbors Fed Credit	64017AAG9	250,000.00	Negotiable CD	3.05%	September-21
WS - UBS Bank USA	90348JEE6	250,000.00	Negotiable CD	3.10%	October-21
WS - Jefferson Fin Cred Un CD	474067AP0	250,000.00	Negotiable CD	3.10%	October-21
MB - Discover BK Greenwood	254673XL5	250,000.00	Negotiable CD	3.25%	November-21
WS - Merrick Bank	59013J5D7	250,000.00	Negotiable CD	3.20%	November-21
WS - Emerson Electric Co	291011BF0	246,700.00	Corporate Bonds	2.63%	December-21
WS - Citibank NA	17312QW70	250,000.00	Negotiable CD	3.20%	December-21
WS - Medallion Bank	58404DCY5	250,000.00	Negotiable CD	3.20%	December-21
WS - Kern Schools Fed CU	49228XAB6	250,000.00	Negotiable CD	2.80%	March-22
WS - Capital Impact Partners	14020ABW3	500,000.00	Corporate Bonds	3.00%	March-22
MB - Mainstreet BK Fairfax VA	56065GAF5	250,000.00	Negotiable CD	2.46%	April-22
MB - Congressional BK Potomac	20726AAZ1	250,000.00	Negotiable CD	2.45%	April-22
WS - Oracle Corp	68389XBB0	245,225.00	Corporate Bonds	2.50%	May-22
WS - Manuf & Traders TR CO	55279HAL4	253,100.00	Corporate Bonds	2.50%	May-22
WS - Qualcomm Inc-Acquired 03/04/19	747525AE3	249,992.50	Corporate Bonds	3.00%	May-22
WS - Qualcomm Inc-Acquired 06/12/19	747525AE3	507,740.00	Corporate Bonds	3.00%	May-22
MB - Bank New Eng Salem NH	06426KBB3	250,000.00	Negotiable CD	2.45%	May-22
MB - Flagstar BK FSB Troy Mich	33848E2K2	250,000.00	Negotiable CD	2.45%	June-22
WS - Sharonview Fed Cred	819866AF1	250,000.00	Negotiable CD	3.40%	June-22
WS - America's Credit Union	03065AAL7	100,000.00	Negotiable CD	2.30%	June-22
WS - Comenity Bank	99000QKT0	200,000.00	Negotiable CD	2.35%	June-22
WS - Sallie Mae Bank	7954503U7	250,000.00	Negotiable CD	2.10%	July-22
WS - IBM Corp	459200HG9	500,000.00	Corporate Bonds	1.88%	August-22
RJ - Lloyds Bank PLC	53944VAS8	250,000.00	Corporate Bonds	2.25%	August-22
RJ - IBM Credit LLC NTS	44932HAC7	279,000.00	Corporate Bonds	2.20%	September-22
WS - Visa Inc	92826CAG7	494,420.00	Corporate Bonds	2.15%	September-22
WS - TIAA FSB	87270LBY8	200,000.00	Negotiable CD	2.65%	October-22
WS - Bank of America Corp	06051GFZ7	497,620.00	Corporate Bonds	2.50%	October-22
WS - Amazon. Com Inc	023135AJ5	250,670.00	Corporate Bonds	2.50%	November-22
WS - Charles Schwab Corp	808513AT2	501,725.00	Corporate Bonds	2.65%	January-23
MB - Old MO BK Springfield	68002LBQ0	250,000.00	Negotiable CD	2.46%	February-23
MB - Highland BK ST Michael Minn	429882FP3	250,000.00	Negotiable CD	1.75%	February-23
WS - Eaglebank	27002YEL6	250,000.00	Negotiable CD	2.65%	April-23
MB - Bank3 Memphis Tenn	06653LAE0	250,000.00	Negotiable CD	2.51%	May-23
RJ - The Boeing Company NTS	097023BQ7	250,000.00	Corporate Bonds	1.88%	June-23
RJ - Bank of New York Mellon	06406FAD5	250,000.00	Corporate Bonds	2.20%	August-23
RJ - Toyota Motor Credit Corp	89236TDK8	250,000.00	Corporate Bonds	2.25%	October-23
WS - Capital Impact Partners	14020ACE2	250,000.00	Corporate Bonds	2.50%	July-24
TOTAL		26,969,111.50		2.4%	

STAFF REPORT



DATE: July 15, 2020

TO: Board of Directors

FROM: Paul Mewton, Chief of Planning, Design and Construction

BY: Carolyn Baptista, Sr. Management Analyst

SUBJECT: NAME FOR RECREATION CENTER AT BEEMAN PARK

RECOMMENDATION

The Board of Directors (“Board”) approves the Naming Committee’s recommendation to name the recreation center at Beeman Park as the Gil Albiani Recreation Center.

BACKGROUND/ANALYSIS

The Cosumnes Community Services District (“District”) names parks and facilities based upon the regulations set forth in District Policy #2440, Naming of District Parks and Facilities (Attachment A). In the cases where the park or facility is not affiliated with any Memorandum of Understanding (MOU) or gifts, the District has authorization to name the facility based upon exceptional service or historical, geographical, or ecological significance. The naming of the park or facility is facilitated by the Naming Committee, a sub-committee of the Board, made up of two Board Directors assigned by the President. At the Board of Directors meeting on June 3, 200 President Fuentes assigned Director Brewer and Director Moreno to the Naming Committee.

The District held an open call for nominations from March 9 to May 29, 2020 with one nomination received for Gil Albiani. The Naming Committee held a public Zoom meeting on June 24, 2020 to review the nomination and hear public comment. The meeting was well attended with ten speakers supporting the single nomination. After reviewing the nomination and receiving public comments, the Naming Committee made the recommendation to name the recreation center at Beeman Park after Gil Albiani.

Gil Albiani Recreation Center

Gil Albiani is a long-time resident of the Elk Grove area and a respected member of the local real estate community, having served as president of the Sacramento Association of Realtors and Director of the California Association of Realtors. Gil was selected as the Sacramento Association of Realtors 1999 Realtor of the Year. Gil is a 16-year Board member of the Cosumnes CSD, first elected in 2004 and re-elected in 2008, 2012 and 2016. He has been active in local, regional, and statewide affairs. He served on the California Exposition & State Fair Board, having been appointed by the governor in 2007, as well as on the Boards of the Sacramento Metro Chamber of Commerce, Methodist

Hospital, Mercy Foundation and American Lung Association. He has served on several regional boards including the Florin Resource Conservation District.

Gil Albani has been an active fundraiser for 4-H, Future Farmers of America (“FFA”), Pleasant Grove Elementary and Albani Middle schools, Make-A-Wish, Chicks in Crisis, Elk Grove Food Bank and chaired two bond measures for the Elk Grove Unified School District.

FINANCIAL ANALYSIS

This report has no impact on District resources.

SUSTAINABILITY ANALYSIS

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

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

Respectfully submitted,



Paul Mewton
Chief of Planning, Design and Construction

- Attachment A – District Policy, Naming of Parks and Facilities (2440)
- Attachment B – Naming Committee Meeting Staff Report
- Attachment C – Naming Committee Meeting Minutes

Staff Report recommendation authorized by:



General Manager

Approved as to Form:



General Counsel

Attachment A

NAMING OF DISTRICT PARKS AND FACILITIES

Policy # **2440**
Original Effective Date: 04/05/1994
Revision Date: 02/05/2020
Type of Policy: BOARD DISTRICT FIRE PARKS

POLICY

2440.1 Cosumnes Community Services District (“District”) Board of Directors (“Board”) shall be authorized to name all New Park Facilities, Facilities, Fire Stations, Parks, and Special Features in conjunction with the City of Elk Grove (“City”) or District Board appointed Naming Committee.

PURPOSE AND SCOPE

- 2440.2 The Board recognizes the need to properly identify New Park Facilities, Facilities, Fire Stations, Parks, and Special Features within the jurisdiction of the District.
- 2440.3 This policy applies to all District elected officials, executives, employees, interns, volunteers, contractors, vendors, suppliers, members of the public, and other persons who participate in District programs and services.

APPLICATION

- 2440.4 Definitions:
- a. Facilities: Buildings or amenities owned and managed by the District that do not fall within the definition of New Park Facility.
 - b. Fire Stations: Facilities where fire engines and other equipment of the District Fire Department are housed.
 - c. Naming Committee: Committee authorized to make recommendations to the Board for the naming of sites, that fall outside of the MOU between the City and District. The Committee shall consist of two District Board members appointed by the District Board President.
 - d. New Park Facility: Any park and/or recreation facility as defined in the MOU between the City and District.
 - e. Parks: Open space areas used for public recreation, which are owned and managed by the District, and fall outside of the MOU between the City and District.
 - f. Site: Term used to reference all property available for naming.

- g. Special Features: Amenities located within a New Park Facility, Facility, Fire Station, or Park which may include, but not be limited to, athletic fields, landscaped areas, gymnasiums, meeting rooms, picnic shelters, groves, walkways, trails, ball fields, tennis and basketball courts, multi-purpose fields, aquatic facilities, and playground equipment.

2440.5 In accordance with the MOU between the City and the District, the City, with concurrence from the District, shall establish a process to name all New Park Facilities within the geographic limits of the City. The District and City shall adhere to the definition of New Park Facility within the MOU. This definition sets geographical and financial references of authority for naming.

2440.6 In accordance with the MOU between the Cosumnes Legacy Foundation (“Foundation”) and the District, the District may authorize the naming of a site in return for private funds or land donated to and managed by the Foundation.

- a. The District shall utilize the Foundation to solicit endowments and sponsorships as detailed in the MOU between the parties.
- b. The District has authority to designate specific sites as priority sites for the consideration of naming based upon gifted funds and/or land.
- c. The District shall establish the terms of the naming agreements, including necessary gifting amounts, length of memorialization, management of funds, and plaque locations and size. Gifting amounts will be calculated using a formula that will include replacement and enhancement endowments in addition to the initial cost to ensure sustainability.
- d. The District will consider proposals put forth by the Directors of the Cosumnes Legacy Foundation.

2440.7 In the case where the District did not receive private funds, donated lands, or if the site has not received the pre-determined gifting amount, the District will authorize the naming of a site based upon exceptional service or historical, geographical, or ecological significance.

- a. This authorization will be based upon the following criteria:
 - 1. An individual or family who has provided exceptional, long-term contributions or service to the District or community.
 - i. If an individual is deceased, a period of at least one year must elapse prior to taking nominations for naming a site in their name.
 - ii. The site shall be selected in an area as close as possible to the residence of the individual or family.
 - iii. Names will not be considered if the individual or family has another

site named in their honor, unless the contributions are specific to the site, and are extremely significant with the exception of schools, and preferably, joint school park/sites.

2. A geographical, historical, or ecological relationship indigenous or of significance to the region.

2440.8 In addition to the criteria set forth herein, the District and Board observes the following regulations:

- a. District sites may not be named after a service organization.
- b. Sites that have been given a commemorative name will not be available for naming rights.
- c. Names with connotations that by contemporary community standards are derogatory or offensive will not be considered.
- d. Names approved by the District may be changed.
- e. Naming rights carry no power of direction, or implied power of direction, to the District on matters of appointment of persons, District policy or any other government process.
- f. All maps, plots, or other official records and instruments of the District shall reflect the Board's action.
- g. The District will have final approval on wording of plaques, press releases, and any other factors and details pertaining to the site name.

2440.9 The Board will utilize the established criteria as a rating tool, though, they have authority to bypass the criteria on a case-by-case basis when unforeseen situations occur. If the Board bypasses the criteria, the Board nominated name must be approved in an open public meeting.

PROCEDURE

2440.10 For planning purposes, new sites need to be named once they enter the design phase.

2440.11 For areas that fall outside of the MOU between the City and the District, District staff, in conjunction with the Naming Committee, will hold a public nomination process. The Naming Committee will discuss options brought forward by the public and must agree by consensus on the proposed name.

2440.12 All proposed names must be checked with the Fire Department, Elk Grove Unified School District, City of Elk Grove, Sacramento County and other public agencies to determine if the name has been previously assigned to another public building, facility, or institution. If it has been previously assigned, the staff report to the Board shall indicate so.

- 2440.13 The Naming Committee, via staff report from District staff, will submit the name recommendations to the Board of Directors for final approval.
- 2440.14 The General Manager will notify the individual, family, etc. for whom the site is being named, after approval by the Board and prior to construction of the site.
- 2440.15 Biographies must be kept and maintained by District staff for each individual and family for whom a site is named.

REFERENCES

- 2440.16 Memorandum of Understanding Between the City of Elk Grove and the Cosumnes Community Services District Concerning the Development of Park and Recreation Facilities
- 2440.17 Memorandum of Understanding Between the Cosumnes Community Services District and the Cosumnes Legacy Foundation

Attachment B

STAFF REPORT



DATE: June 24, 2020

TO: Naming Committee
Sub-committee of the Board of Directors

FROM: Paul Mewton, Chief of Planning, Design & Construction

BY: Carolyn Baptista, Sr. Management Analyst

SUBJECT: NAMING OF RECREATION CENTER AT BEEMAN PARK

RECOMMENDATION

The Naming Committee recommends name(s) to the Cosumnes Community Services District (“District”) Board of Directors (“Board”) for the recreation center at Beeman Park.

BACKGROUND/ANALYSIS

Earlier this year, the Senior Center of Elk Grove (“Senior Center”) vacated the facility located in Beeman Park on Sharkey Avenue (Central Elk Grove). They are now located at the City of Elk Grove’s District 56 facility on Civic Center Drive.

The Senior Center occupied the facility located on Sharkey Avenue since its construction in 1983, upon which the facility was dedicated to the District. The Senior Center has leased the facility from the District since 1985. The District has never officially dedicated or named the facility; however, it should be noted there is an existing plaque on the wall of the building that states “Lippincott Building – Senior Center of Elk Grove, Inc. 1983”. Denny Lippincott was an active community member who was largely responsible for establishing the original senior center building in 1978. There is a park named after Denny Lippincott, located in West Laguna (3230 Renwick Avenue).

Upon the Senior Center’s departure, the District has occupied the facility with staff and begun the necessary steps to begin operation of the facility as a recreation center. The operations of the facility will follow the Board approved Beeman Recreation Center Business Plan as presented on December 12, 2019.

The facility has been referred to as the Senior Center by the Elk Grove Community for many years. Now that the seniors have moved into a new facility at District 56, and the programming and operations for the building will no longer solely be senior based, it is appropriate the facility be officially named by the District. This was reinforced on February 19, 2020 through the Board President’s approval of a Naming Committee for the facility, with Director Albiani and Director Brewer selected as members. On June 3, 2020, due to a conflict of interest, President Fuentes appointed Director Moreno to the Naming Committee in lieu of Director Albiani.

Nominations were open for receipt from March 9, 2020 to May 29, 2020. The application form (Attachment A) and policy (Attachment B) for naming District facilities are included for your reference. As of closing of the nomination period, one nomination was received (Attachment C).

FINANCIAL ANALYSIS

This report has no impact on District resources.

SUSTAINABILITY ANALYSIS

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

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

Respectfully submitted,



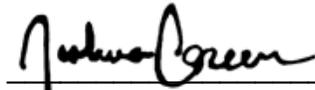
Paul Mewton
Chief of Planning, Design & Construction

Attachment A: Nomination Form

Attachment B: District Policy, Naming of Parks and Facilities (2440)

Attachment C: Nomination

Staff Report recommendation authorized by:



General Manager

Approved as to Form:



General Counsel

Attachment C

Naming Committee Meeting Minutes June 24, 2020

1. Call to Order and Roll Call

Cosumnes CSD Board Clerk Elenice Gomez called the meeting to order at 5:03 p.m.

Committee members present included Director Rod Brewer and Director Jaclyn Moreno.

Strategic Management Team members General Manager Joshua Green, Chief of Planning Design and Construction Paul Mewton, and Chief Administrative Officer Nitish Sharma were in attendance on behalf of District staff.

General Manager Joshua Green gave a brief introduction and Chief of Planning Design and Construction Paul Mewton gave a short background on the recreation center at Beeman Park project.

2. COMMUNICATIONS FROM THE PUBLIC

Kevin Spease, addressed the committee with a justification for his submission to name the center in honor of Gil Albiani.

3. Staff Report - Naming of Recreation Center at Beeman Park.

Recommendation: The Naming Committee recommends name(s) to the Cosumnes Community Services District Board of Directors for the recreation center at Beeman Park.

Senior Management Analyst Carolyn Baptista presented the staff report and the submission by a community member suggesting the center be named Gil Albiani Recreation Center.

The following community members made public comment in support of the submission to name the recreation center in honor of Gil Albiani:

- Warren Weaver
- Jennifer and Matt Patton
- Rondalyn Solano
- Phyllis Baltz
- William Hodges
- Coleen Lawson
- Inez [no last name given]
- Joe Ming
- John Rice

Committee members discussed the nomination and recommendations. Directors Rod Brewer and Jaclyn Moreno unanimously supported the recommendation to name the center in honor of Gil Albiani and requested staff prepare a staff report to be presented to the District Board at a future Board meeting.

Director Moreno commented that although she supports moving forward with naming the center in honor of Gil Albiani, she would hope that future naming committees consider other options for naming facilities that don't include naming after people. She referenced recent events, and past practice of naming facilities after people and the potential of future problems or issues that could be brought to light years later.

The meeting was adjourned at 5:45 p.m.

STAFF REPORT



DATE: July 15, 2020
TO: Board of Directors
FROM: Sigrid Asmundson, District Counsel
 Paul Mewton, Chief of Planning, Design and Construction
SUBJECT: COMMUNITY WORKFORCE TRAINING AGREEMENT (CWTA)

RECOMMENDATION

The Board of Directors:

- 1) Holds a discussion and provides direction on Community Workforce Training Agreements (CWTA); and
- 2) Considers desired potential terms and conditions for a CWTA including:
 - (a) Project(s) or threshold subject to a CWTA.
 - (b) Local hiring requirements threshold.
 - (c) Number of core employees allowed.
 - (d) Allowance for “or equivalent” benefits.
 - (e) Re-bid options.
 - (f) CWTA term.

BACKGROUND

At the March 20, 2019 meeting, the Board of Directors voted 5-0 for staff to negotiate the terms of a CWTA with the Sacramento-Sierra Building and Construction Trades Council, AFL-CIO (“Trade Council”) and local unions (“Unions”). A status update was provided at the April 17, 2019, June 5, 2019 and August 21, 2019 Board meetings. Directors Moreno and Luttrell were originally named by the Board President as Board liaisons to meet with stakeholders. In late 2019, Director Luttrell was voluntarily replaced with Director Brewer.

A timeline of meetings and draft CWTAs is as follows:

- April 22, 2019: Thomas Enslow, an attorney with Adams Broadwell Joseph & Cardozo who represents the Trade Council, provided the District with a draft CWTA.
- May 3, 2019: Chris Smith, the Government Affairs Manager for the Association for General Contractors (“AGC”), which represents both union and non-union contractors, reached out to General Manager Joshua Green requesting a meeting to discuss and provide input on the CWTA.
- May 15, 2019: District Counsel spoke with Mr. Smith, who requested a meeting with 2 Board members and staff to provide a general contractor’s perspective on the CWTA. President Albiani designated Directors Moreno and Luttrell as the 2 Board members.
- June 4, 2019: Meeting between Directors Moreno and Luttrell, a representative from AGC, Mr. Enslow and Mr. Cardozo from the Trade Council, Local 522 representative Chris Schamber, Teamsters representative Kennett Glendinning, Deputy Fire Chief Paul Zehnder, Chief of Planning Paul Mewton and District Counsel.

- July 1, 2019: meeting with AGC and general contractor representatives tentative scheduled. Meeting was canceled due to construction high season and unavailability of contractors for meeting.
- July 1, 2019: Richard Markuson from Pacific Advocacy Group emailed Board members to request a meeting regarding the CWTA.
- July 3, 2019: A public records act (PRA) request was received requesting all correspondence and documents to or from District Board members and staff regarding the CWTA or the Trade Council or Unions.
- July 8, 2019: A redline with the District's proposed changes was sent to Mr. Enslow.
- July 17, 2019: Meeting between Mr. Markuson, Nicole Goehring from the Associated Builders and Contractors (ABC), an electrical and a painting subcontractor, Eric Christen from Coalition for Fair Employment in Construction, Directors Moreno and Luttrell, and District Counsel.
- August 5, 2019: A redline with the Trade Council's changes was received by the District.
- November 6, 2019: Meeting between AGC and 2 member subcontractors, Directors Moreno and Brewer, Mr. Mewton and District Counsel.
- January 9, 2020: Meeting between Director Moreno, Mr. Mewton, District Counsel, Kevin Ferreira, Executive Director of the Trade Council and several Union representatives.
- January 21, 2020: Redline with District's proposed changes sent to Mr. Enslow.
- January 25, 2020: email and telephone conference between District Counsel, Mr. Ferreira and Mr. Enslow regarding the Trade Council's request to add Station 77 to the CWTA.

Due to Board absences and additional scheduling conflicts in February and March, all stakeholders were notified that the CWTA would be scheduled for the April 1, 2020 Board meeting. However, due to COVID-19, all Board meetings starting with the April 1, 2020 Board meeting became remote. To facilitate Board discussion and public comment, the CWTA Board agenda item was put on hold until members of the public could physically attend Board meetings.

ANALYSIS

Based on Board direction, staff will negotiate a final proposed agreement and bring it back before the Board for approval. A draft of the most current version of the CWTA is attached to this staff report as Attachment A. However, the terms of the attached draft CWTA have not been agreed to between the Trade Council and the District. The major remaining CWTA terms are summarized as follows:

1. Projects Subject to the CWTA

The original CWTA prepared by the Trade Council proposed all projects over \$500,000 to be subject to the CWTA. Other threshold options were raised. However, at prior Board updates, direction was provided to focus on specific projects. Projects under negotiation as potential CWTA projects are:

a. *Administration Building Solar Project*: District staff has been working with Municipal Energy Advisors on an RFP for a solar project and parking lot repair, estimated to cost approximately \$800,000-\$1,000,000. The RFP is in final draft form and is on hold pending the Board's determination on a CWTA.

b. *Fire Station 77*: Station 77 is scheduled to go out to bid in August 2020. Station 77 is estimated to cost approximately \$9.6 million.

2. Local Hiring Requirements

The CWTA includes a goal to hire at least 50% of the workforce on a project from the “local area,” which is defined as Sacramento County and nine surrounding counties. The Unions would agree to “exert their utmost efforts” to recruit at least 50% of the workforce from the local area, focusing on three priority areas listed in order of preference: (1) the District’s jurisdictional boundaries, (2) residents of Sacramento County outside the District, and (3) residents of the counties of Yolo, Placer, El dorado, Amador, Sutter, Yuba, Nevada, Sierra and San Joaquin.

In prior drafts a goal of 100% was raised by the District. However, the Trade Council countered that this would be a difficult or impossible goal to meet.

3. Number of Core Employees Allowed for Each Contractor

The original CWTA prepared by the Trade Council proposed an allowance of 4 “core employees.” Under this provision, contractors and subcontractors whose principal place of business is within the District and who are awarded work subject to a CWTA would be allowed a certain number of core employees; provided, however, that the core employees must meet certain requirements such as being on the contractor’s active payroll for at least 90 out of the prior 120 days, having worked at least 2,000 hours in the construction craft during the prior two years, and being a resident of the local area (in this instance, defined as the nine county area listed as the 3rd preference level under the local hire requirements listed above).

If core employees meet these requirements the contractor/subcontractor is allowed to employ core employees on a one-to-one basis with the Union’s proposed journeyman employees from the union’s hiring hall out-of-work list (for example, hiring one employee from the Union’s out-of-work list, then one core employee, then one employee from the Union out-of-work list, etc. until reaching the core employee maximum set by the CWTA).

Prior District staff edits proposed allowing this one-to-one process until all core employees have been hired but the Trade Council countered with a return to the four core employees. During meetings with AGC’s contractors, AGC’s contractors requested that the number of core employees allowed under the CWTA be increased above four employees.

4. Allowance for “or equivalent” benefits by Contractors

Contractors hired for projects subject to a CWTA are required to provide the Union’s health, vacation, retirement and workers protection benefits to their employees.

Prior District staff edits proposed that contractors be required to provide the Union’s health, vacation, retirement and workers protection benefits *or an equivalent benefit*, as determined by the District and Union Representative. This would apply in the event that a contractor already provided health, vacation, retirement or other benefits similar to Union benefits to prevent the contractor from providing multiple version of the same benefit, a concern raised by a non-union AGC contractor currently working on a CWTA/PLA project. The Trade Council rejected this change.

5. Re-Bid Options

The District has the right, under California law, to reject all bids and rebid a project. In the context of a CWTA, a re-bid option would provide that the District may reject all bids and re-bid the project without a CWTA if, when bid under a CWTA, the District only receives a minimal number of bids (e.g. 3 bids) or the lowest responsive bidding is significantly higher than the

project engineer's estimate (e.g. 15% above). This term has been raised in meetings with the Trade Council and other stakeholders but is not in the current draft CWTA.

6. CWTA Term Length

The original CWTA proposed a term of five years. District staff previously proposed a term of four years, which was rejected by the Union. The current draft reflects a five-year term.

FINANCIAL ANALYSIS

Unknown additional expenses. The Trade Council has provided that a CWTA will not increase District costs. In reaching out to other public agencies that have performed projects subject to a CWTA/PLA, staff has been unable to determine the exact financial impact. However, other agencies have noted increased costs associated with staff and consultant time in monitoring CWTA terms as well as a decrease in the number of bidders, which may result in an increase in the lowest responsive bidder.

District staff reviewed its prior two public works projects (Oasis Park and Singh & Kaur Park). In both instances, contractors employing union labor submitted bids but were 8% to 20% (Singh and Kaur Park) and 12% to 20% (Oasis Park) above the lowest responsive bidder and were not selected.

Any financial impact of the CWTA/PLA will need to be mitigated through a combination of value engineering (reducing the size or scope of the project), and use of fund balances related to the funding mechanism for that project, which may include current funds or, if the project is financed, future funds to be collected. The likely funds to be utilized could include Impact Fees, Quimby, L&L Assessments, or General Fund, depending on the project and available fund balances.

SUSTAINABILITY ANALYSIS

A local hire requirement would decrease commute distances, thereby decreasing the number of vehicles on the road and fossil fuels burned. Additionally, a CWTA would require contractors that do not already provide health, vacation, retirement and other benefits to provide these benefits to its workers.

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

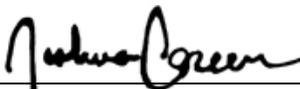
Respectfully submitted,



Sigrid Asmundson
District Counsel

Attachment: January 21, 2020 Draft CWTA

Staff Report recommendation authorized by:



General Manager

Attachment

COMMUNITY WORKFORCE AND TRAINING AGREEMENT COSUMNES COMMUNITY SERVICES DISTRICT

INTRODUCTION/FINDINGS

The purpose of this Community Workforce and Training Agreement is to promote efficiency of construction operations in the construction of the Cosumnes Community Services District's public works projects that are subject to this Agreement, thereby promoting the public interest in assuring the timely and cost-effective completion of such projects, and supporting the efforts of the District to increase employment opportunities for workers who are residents of the District's service areas, and to provide construction career training and employment opportunities for military veterans and other disadvantaged residents through local apprenticeship and pre-apprentice programs.

A. The District undertakes and anticipates undertaking public works projects that involve significant construction costs in excess of the threshold set forth in this Agreement.

B. The District Board of Directors has determined that the successful and cost-effective completion of these District public works projects is of the utmost importance to the District and the residents it serves.

C. The District has determined that applying a uniform workforce agreement to public works construction projects that exceed the threshold set forth in this Agreement during the term of this Agreement will provide efficiencies for the District and its contractors.

D. Community workforce and training agreements and similar workforce agreements have been used successfully to achieve the goals and objectives set forth in this Agreement by other public agencies and private entities on major construction projects in the region.

E. Large numbers of workers of various skills will be required in the performance of the construction work, including those workers represented by the Local Unions signatory to this Agreement and employed by contractors and subcontractors who are signatory to this Agreement.

F. The use of skilled labor on construction work increases the safety of construction operations and the quality of completed work.

G. Many projects subject to this Agreement will require multiple contractors and bargaining units to be on the job site at the same time over an extended period of time, increasing the potential for work disruption in the absence of an overriding commitment to maintain continuity of work.

H. The interests of the general public and the residents served by the District, the District, the Contractor(s) and the Unions would be best served if the construction work proceeded in an orderly manner without disruption and delay.

I. The Contractor(s) and the Unions desire to mutually establish and stabilize wages, hours and working conditions for the workers employed on the construction projects subject to this Agreement in order to promote a satisfactory, continuous and harmonious relationship among the parties to this Agreement.

J. This Agreement is not intended to replace, interfere with, abrogate, diminish or modify existing local or national collective bargaining agreements in effect during the duration of the Project, insofar as a legally binding agreement exists between the Contractor(s) and the affected Union(s), except to the extent that the provisions of this Agreement are inconsistent with said collective bargaining agreements, in which event, the provisions of this Agreement shall prevail.

K. The contracts for the construction of the Project will be awarded in accordance with the applicable provisions of the District's ordinances and policies, the California State Public Contract Code and other applicable state, local and federal laws.

L. The District has the right and is legally obligated, subject to certain exceptions, to select the lowest responsive and responsible bidder for the award of construction contracts on the Project or to reject all bids.

M. The District places high priority upon the development of comprehensive programs for the recruitment, training and employment of local area residents and military veterans, and also recognizes the ability of local apprenticeship programs to provide meaningful and sustainable careers in the building and construction industry.

N. The parties signatory to this Agreement pledge their full good faith and trust to work towards mutually satisfactory completion of the District public works projects subject to this Agreement.

NOW, THEREFORE, IT IS AGREED BETWEEN AND AMONG THE PARTIES HERETO, AS FOLLOWS:

ARTICLE I
DEFINITIONS

- 1.1 "Agreement" means this Community Workforce and Training Agreement.
- 1.2 "Agreement to be Bound" means the agreement (attached hereto and incorporated herein as Addendum A) required to be executed by any Contractor(s) working on the Project as a precondition to performing Covered Work on the Project.
- 1.3 "District" means the Cosumnes Community Services District.
- 1.4 "District General Manager" means the General Manager, or his or her designee, of the District.

1.5 "Completion" means the point at which there is Final Acceptance by the District, which occurs when the District determines that the entire Project is complete in accordance with the terms of the contract for Covered Work. The date of completion of the entire Project shall be specified in any Notice of Completion filed pursuant to Civil Code Section 9204.

1.6 "Construction Contract" means all public works contracts approved by the District for a Project, including design-bid, design-build, lease-leaseback or other contracts under which Covered Work is performed.

1.7 "Contractor or "Contractor(s)" means any person, firm, corporation, or other entity, or any combination thereof, including joint ventures, and any successor or assigns of such persons or entities, that has entered into a contract with the District, or with any other person or entity contracting for work on the Project on behalf of the District (whether by design-bid, design-build, lease-leaseback or other means), with respect to the construction of any part of the Project under contract terms and conditions approved by the District, and any of its contractors or subcontractors of any tier.

1.8 "Master Agreement" means the Master Collective Bargaining Agreement of each craft union signatory hereto, copies of which shall be provided to the District.

1.9 "Project" means the District public works project for [INSERT PROJECT]. Upon the completion of the first Project subject to this Agreement, the District General Manager and Unions Representative may request a meeting to discuss the impact to the District and the Unions of the Project as well as potential upcoming projects and may, in their respective sole discretion, propose an addendum to this Agreement to subject additional public works projects to this Agreement. All Construction Contracts required to complete an integrated District construction project shall be considered in determining the threshold value of the Project.

1.10 "Project Manager" means the person or business entity designated by, or under contract with the District to oversee all phases of construction on the Project.

1.11 "Trades Council" means the Sacramento-Sierra Building and Construction Trades Council, AFL-CIO.

1.12 "Union" or "Unions" means the labor organizations that are signatory to this Agreement, acting on their own behalf and on behalf of their respective affiliates and member organizations whose names are subscribed hereto and who have through their officers executed this Agreement ("Local Unions"). The Trades Council and the Unions are collectively referred to herein as the "Unions."

1.13 "Union Representative" means the Senior Executive of the Trades Council and the Senior Executive of the Union, or their designees.

ARTICLE II **SCOPE OF AGREEMENT**

2.1 Parties. This Agreement applies and is limited to all Contractor(s), performing

Construction Contracts on the Project, the District, the Trades Council and the Local Unions that are signatory to this Agreement.

2.2 Applicability. This Agreement governs all Construction Contracts awarded on the District Projects subject to this Agreement. For purposes of this Agreement, a Construction Contract is considered completed as described in Section 1.4, except when the District's authorized representative directs a Contractor to engage in repairs, warranty work, or modifications as required under the original Construction Contract with the District.

2.2.1 Covered Work. This Agreement covers, without limitation, all on-site site preparation, surveying, construction, alteration, demolition, installation, improvement, landscaping, painting or repair of buildings, structures and other works, and related activities for the Project that is within the craft jurisdiction of one of the Unions and which is directly or indirectly part of the Project, including, without limitation to the following examples, geotechnical and exploratory drilling, temporary HVAC, temporary fencing, pipelines (including those in linear corridors built to serve the Project), pumps, pump stations, and modular furniture installation. On-site work includes work done solely for the Project in temporary yards, dedicated sites, or areas adjacent to the Project, and at any on-site or off-site batch plant constructed solely to supply materials to the Project. This scope of work includes all soils and materials testing and inspection where such testing and inspection is a classification in which a prevailing wage determination has been published.

2.2.2 This Agreement applies to any start-up, calibration, commissioning, performance testing, repair, maintenance or operational revisions to systems and/or subsystems for the Project that are part of the original Construction Contract, including when performed within a year after Completion, unless it is performed by District employees.

2.2.3 This Agreement covers all on-site fabrication work over which the District, Contractor(s) or their subcontractors possess the right of control (including work done for the Project in any temporary yard or area established for the Project). Additionally, this Agreement covers any off-site fabrication work necessary for the Project that is traditionally performed by any of the Unions, and that is covered by a Master Agreement or local addenda to a National Agreement of the applicable Union(s) in effect as of the execution date of this Agreement.

2.2.4 The furnishing of supplies, equipment or materials that are stockpiled for later use are not covered by this Agreement. However, construction trucking work, such as the delivery of ready-mix, asphalt, aggregate, sand, or other fill or material that is incorporated into the construction process as well as the off-hauling of debris and excess fill, material and/or mud, shall be covered by the terms and conditions of this Agreement to the fullest extent allowed by law. Contractor(s), including brokers, of persons providing construction trucking work shall provide certified payroll records to the District within ten (10) calendar days of written request or as required by the Construction Contract.

2.2.5 Work covered by this Agreement within the following craft jurisdictions shall be performed under the terms of their National Agreements as follows: the National Transient Lodge (NTL) Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, and the National Agreement of Elevator Constructors,

and any instrument calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Technicians, with the exception that Articles IV, XIV and XV of this Agreement shall apply to such work.

2.3 Exclusions from Covered Work

2.3.1 The Agreement is limited to construction work on a Project and is not intended to and shall not affect or govern the award of construction contracts by the District which are not a part of a Project.

2.3.2 The Agreement does not apply to a Contractor(s)' non-construction craft employees, including but not limited to executives, managerial employees, contract and/or construction managers, engineering employees and supervisors above the level of General Foreman (except those covered by existing Master Agreements), staff engineers or other professional engineers, administrative, management, office, professional, and clerical employees.

2.3.3 The Agreement does not apply to work by employees of the District.

2.3.4 The Agreement does not apply to off-site maintenance of leased equipment and on-site supervision of such work.

2.3.5 The Agreement does not apply to work performed by employees of an Original Equipment Manufacturer ("OEM") or vendor on the OEM's or vendor's equipment if required by the warranty agreement between the OEM or vendor and the District in order to maintain the warranty or guarantee on such equipment, and provided that the warranty agreement is the OEM's or vendor's usual and customary warranty agreement for such equipment.

2.3.6 The Agreement does not apply to specialized or technical work requiring specialized training, unique skills, and/or a level of specific technical experience that the Unions do not possess, including the use of specialty equipment and tools. Before any Contractor subcontracts any work subject to this exception, such Contractor shall give the Trades Council at least three (3) days advance notice. Any specialized or technical work subject to this Section anticipated by the Project Manager or any Contractor shall be discussed at the Pre-Job Conference held pursuant to Article V. Any disputes regarding the application of this Section shall be resolved by the parties through the arbitration process in Section 4.2 to determine whether any violation of this section has occurred.

2.3.7 The Agreement does not apply to laboratory work for specialty testing or inspections and all testing or inspections not covered by the Master Agreement of one of the signatory Unions.

2.3.8 The Agreement does not apply to any work performed on, near, or leading to the Project and undertaken by state, county, or other governmental bodies or their contractors, or public utilities or their contractors.

2.3.9 The Agreement does not apply to work on any housing or residential

component of a Project that is otherwise covered by this Agreement.

2.3.10 The Agreement does not apply to landscape maintenance work not associated with a vertical construction project.

2.4 Award and Enforcement of Construction Contracts. Notwithstanding any other provision of this Agreement, the District has the absolute right to select any qualified bidder for the award of Construction Contracts, to reject all bids, and to enforce all provisions of its Construction Contracts. The bidder need only be willing, ready and able to execute the Addendum A Agreement to be Bound and comply with this Agreement. This Agreement shall be included in all invitations to bid or solicitations for proposals from contractors or subcontractors for work on the Project that are issued on and after the effective date of this Agreement.

ARTICLE III **EFFECT OF AGREEMENT**

3.1 By executing the Agreement, the Unions and the District agree to be bound by the terms and conditions of the Agreement.

3.2 By accepting the award of a Construction Contract for the Project, whether as contractor or subcontractor, the Contractor(s) agrees to be bound by each and every provision of the Agreement, and agrees that it will evidence its acceptance prior to the commencement of work by executing the Agreement to be Bound in the form attached hereto as Addendum A.

3.3 At the time that any Contractor(s) enters into a subcontract with any subcontractor providing for the performance of a Construction Contract, the Contractor(s) shall provide a copy of this Agreement to such subcontractor, and shall require their subcontractor, as a condition to accepting an award of a construction subcontract, to agree in writing to be bound by each and every provision of this Agreement prior to the commencement of work by executing the Agreement to be Bound in the form attached hereto as Addendum A.

3.4 This Agreement is only binding on the signatories and their successors and assigns, and does not apply to the parents, affiliates, subsidiaries, or other ventures of any such party. Each Contractor and subcontractor is alone liable and responsible for its own individual acts and conduct and for any breach or alleged breach of this Agreement, except as otherwise provided by law or the applicable Master Agreement. Any dispute between the Union(s) and the Contractor(s) respecting compliance with the terms of the Agreement, shall not affect the rights, liabilities, obligations and duties between the signatory Union(s) and other Contractor(s) party to this Agreement. Any liability by a signatory Union to this Agreement shall be several and not joint. Any alleged breach of this Agreement by a signatory Union does not affect the rights, liabilities, obligations and duties between the signatory Contractor(s) and the other Union(s) party to this Agreement.

3.5 The provisions of this Agreement, including the Master Agreements of the Local Unions having jurisdiction over the work on the Project, incorporated herein by reference, shall apply to the work covered by this Agreement, notwithstanding the provisions

of any other local, area and/or national agreements which may conflict with or differ from the terms of this Agreement. Where a subject covered by the provisions of this Agreement is also covered by a Master Agreement, the provisions of this Agreement shall prevail. Where a subject is covered by the provisions of a Master Agreement and is not covered by this Agreement, the provisions of the Master Agreement shall prevail.

ARTICLE IV
WORK STOPPAGES, STRIKES, SYMPATHY
STRIKES AND LOCKOUTS

4.1 The Unions, District and Contractor(s) covered by the Agreement agree that for the duration of the Project:

4.1.1 There shall be no strikes, sympathy strikes, work stoppages, picketing, handbilling or otherwise advising the public that a labor dispute exists, or slowdowns of any kind, for any reason, by the Unions or employees employed on the Project, at the job site of the Project or at any other facility of the District because of a dispute on the Project. Disputes arising between the Unions and Contractor(s) on other District projects are not governed by the terms of the Agreement or this Article.

4.1.2 There shall be no lockout of any kind by a Contractor of workers employed on the Project.

4.1.3 If a Master Agreement expires before the Contractor completes the performance of work under the Construction Contract and the Union or Contractor gives notice of demands for a new or modified Master Agreement, the Union agrees that it will not strike on work covered under this Agreement and the Union and the Contractor agree that the expired Master Agreement shall continue in full force and effect for work covered under this Agreement until a new or modified Master Agreement is reached.

4.1.4 In the case of nonpayment of wages or trust fund contributions on the Project, the Union shall give the District and the Contractor(s) three (3) business days' notice when nonpayment of trust fund contributions has occurred and one (1) business days' notice when nonpayment of wages has occurred or when paychecks being tendered to a financial institution normally recognized to honor such paychecks will not honor such paycheck as a result of insufficient funds, of the intent to withhold labor from the Contractor(s) or their subcontractor's workforce, during which time the Contractor shall have the opportunity to correct the default. In this instance, a Union's withholding of labor (but not picketing) from a Contractor who has failed to pay its fringe benefit contributions or failed to meet its weekly payroll shall not be considered a violation of this Article.

4.1.5 If the District contends that any Union has violated this Article, it will notify in writing (including email) the Unions Representative, setting forth the facts alleged to violate the Article, prior to instituting the arbitration procedure set forth below. The Unions Representative will immediately use his/her best efforts to cause the cessation of any violation of this Article. The leadership of the Union will immediately inform the membership of their obligations under this Article. A Union complying with this obligation shall not be held

responsible for unauthorized acts of employees it represents.

4.2 Arbitration. Any party to this Agreement shall institute the following procedure, prior to initiating any other action at law or equity, when a breach of this Article is alleged to have occurred:

4.2.1 An arbitrator shall be selected in accordance with Step 3 of Section 14.2. Notice to the arbitrator shall be by the most expeditious means available, with notices by facsimile, email or telephone to the District and the party alleged to be in violation, and to the Trades Council and involved Local Union if a Union is alleged to be in violation.

4.2.2 Upon receipt of said notice, the District will contact the designated arbitrator who will attempt to convene a hearing within twenty-four (24) hours if it is contended that the violation still exists.

4.2.3 The arbitrator shall notify the parties by facsimile, email or telephone of the place and time for the hearing. The hearing shall be completed in one session, which, with appropriate recesses at the arbitrator's discretion, shall not exceed twenty-four (24) hours unless otherwise agreed upon by all parties. A failure of any party to attend such hearings shall not delay the hearing of evidence or the issuance of an award by the arbitrator.

4.2.4 The sole issue at the hearing shall be whether or not a violation of Article IV, Section 4.1 of the Agreement has occurred. The arbitrator shall have no authority to consider any matter of justification, explanation or mitigation of such violation or to award damages, which issue is reserved for court proceedings, if any. The award shall be issued in writing within three (3) hours after the close of the hearing, and may be issued without a written opinion. If any party desires a written opinion, one shall be issued within fifteen (15) calendar days, but its issuance shall not delay compliance with or enforcement of the award. The arbitrator may order cessation of the violation of this Article and other appropriate relief and such award shall be served on all parties by hand or registered mail upon issuance.

4.2.5 Such award may be enforced by any Court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to above. Written notice of the filing of such enforcement proceedings shall be given to the other party. In the proceeding to obtain a temporary order enforcing the arbitrator's award as issued under Section 4.2.4 of this Article, all parties waive the right to a hearing and agree that such proceedings may be ex parte. Such agreement does not waive any party's right to participate in a hearing for a final order or enforcement. The Court's order or orders enforcing the arbitrator's award shall be served on all parties by hand or delivered by certified mail.

4.2.6 Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure, or which interfere with compliance, are waived by the parties.

4.2.7 The fees and expenses of the arbitrator shall be divided equally between the party instituting the arbitration proceedings and the party alleged to be in breach of its obligation under this Article.

ARTICLE V
JOINT LABOR/MANAGEMENT MEETINGS AND
PRE-JOB CONFERENCES

5.1 Joint Labor/Management Meetings. During the period of any work performed under this Agreement, joint Labor/Management meetings between the Contractor(s) and the Unions shall be held on a periodic basis to be determined by the parties. District staff may attend at the District's discretion. The purpose of these meetings is to promote harmonious labor/management relations, ensure adequate communications and advance the proficiency and efficiency of the craft workers and contractors performing work at the Project. These meetings will include a discussion of safety, craft resource requirements, scheduling and productivity of work performed at the Project. These meetings may be held in conjunction with other standard construction management meetings required by the Project Manager.

5.2 Pre-Job Conferences. When a contract has been let to a contractor(s) covered by this Agreement, a Pre-Job Conference and/or Mark-Up Meeting shall be held upon request of the Unions, contractor or the District. District staff may attend at the District's discretion.

ARTICLE VI
NO DISCRIMINATION

6.1 The Contractor(s) and Unions agree to comply with all anti-discrimination provisions of federal, state and local law, to protect employees and applicants for employment, on the Project.

6.2 All qualified (as determined by the District and applicable law) contractors and subcontractors may bid and be awarded work on a Project without regard to whether they are otherwise parties to collective bargaining agreements provided they comply with the provisions of this Agreement.

ARTICLE VII
UNION SECURITY

7.1 The Contractor(s) recognize the Union(s) as the sole bargaining representative of all craft employees working within the scope of this Agreement.

7.2 All employees performing work covered by this Agreement shall, as a condition of employment on or before the eighth (8th) day of consecutive or cumulative employment on the Project, be responsible for the payment of the applicable periodic working dues and any applicable associated fees uniformly required for union membership in the Local Union that is signatory to this Agreement for the duration of his or her employment on the Project. Nothing in this Agreement is intended to prevent any non-union employees from joining the Local Union or to require any non-union employees to join the Local Union as a condition of performing work covered by this Agreement.

7.3 Authorized representatives of the Unions shall have reasonable access to the Project whenever work covered by this Agreement is being, has been, or will be performed on the Project. All authorized representatives of the Union(s) must comply with the required

check-in procedure prior to visiting the work area.

ARTICLE VIII **REFERRAL**

8.1 Contractor(s) performing construction work on the Project described in the Agreement shall, in filling craft job requirements, utilize and be bound by the registration facilities and referral systems established or authorized by the Local Unions (“Job Referral System”). Such Job Referral System shall be operated in a non-discriminatory manner and in full compliance with all federal, state, and local laws and regulations, including those which require equal employment opportunities and non-discrimination. The Contractor(s) shall have the right to reject any applicant referred by the Union(s) in accordance with this Article VIII.

8.2 The Contractor(s) shall have the unqualified right to select and hire directly all supervisors above general foreman it considers necessary and desirable, without such persons being referred by the Union(s) consistent with Section 2.3.2 of this Agreement.

8.3 In the event that referral facilities maintained by the Union(s) are unable to fill the requisition of a Contractor(s) for employees within a forty-eight (48) hour period (Saturdays, Sundays and Holidays excluded) after such requisition is made by the Contractor(s), the Contractor(s) shall be free to obtain work persons from any source. A Contractor who hires any personnel to perform covered work on the Project pursuant to this Section shall immediately provide the appropriate Union with the name and address of such employee(s) and shall immediately refer such employee(s) to the appropriate Union to satisfy the requirements of Article VII of this Agreement.

ARTICLE IX **LOCAL HIRE, APPRENTICESHIP AND WORKFORCE DEVELOPMENT**

9.1 Local Hire. It is in the interest of the parties to this Agreement to promote and maximize the employment and training opportunities of residents with the District service areas and to develop increased numbers of local skilled construction workers to meet the requirements of the regional construction economy. It is the objective of the parties to ensure that journey-level and apprentice hours worked on the Project are performed by residents of the Local Area to the maximum extent feasible, in accordance with law and consistent with the Local Union’s hiring hall rules and procedures. The “Local Area” is defined as the Cosumnes Community Services District, all other municipalities and unincorporated areas within Sacramento County, and the additional nine counties identified in section 9.1.3. In addition, the Unions agree that residents of the Local Area shall be first referred for at least 50% of the Project Work on a craft by craft basis, including journey-level workers and apprentices covered by this Agreement, in the following order of priority:

9.1.1 Priority 1: Residents of the City of Galt and the City of Elk Grove, and residents of Sacramento County within the following zipcodes: 95823, 95830, and 95832.

9.1.2 Priority 2: Residents of Sacramento County outside of the Priority 1

area.

9.1.3 Priority 3: Residents of the Counties of Yolo, Placer, El Dorado, Amador, Sutter, Yuba, Nevada, Sierra and San Joaquin.

9.2 The Unions will exert their utmost efforts to recruit sufficient numbers of skilled craft persons and apprentices to fulfill the requirements of the contractor and to meet the Local Area resident hiring objectives of this Agreement. The Local Area residents referred by the Unions must possess the requisite skills and qualifications required for the position to be filled and such referrals shall be in accordance with law and consistent with the Local Union's hiring hall rules and procedures.

9.3 The parties also recognize and support the District's commitment to provide opportunities for participation of businesses within the District's service areas on Projects covered by this Agreement. In furtherance of this commitment and the local hire objectives of this Agreement, the parties agree that contractors and subcontractors whose principal place of business is within the jurisdictional boundaries of the District and who are awarded work on the Project may request by name, and the Local Union will honor, referral of such Contractor's "core" employees who have applied to the Local Union for Project work, and who demonstrate the following qualifications:

- (1) possess any license required by state or federal law for the Project work to be performed;
- (2) have worked a total of at least two thousand (2,000) hours in the construction craft during the prior two (2) years;
- (3) were on the Contractor's active payroll for at least ninety (90) out of the one hundred and twenty (120) calendar days prior to the contract award;
- (4) have the ability to perform safely the basic functions of the applicable trade; and
- (5) are Local Area residents.

A Local Area resident is any individual who six (6) months prior to the award of the Construction Contract to the Contractor can certify through a utility bill or other similar means acceptable to the parties that the individual resides within the jurisdictional boundaries of the Local Area.

9.4 The Union will refer to such Contractor one journeyman employee from the hiring hall out-of-work list for the affected trade or craft, and will then refer one of such Contractor's "core" employees as a journeyman and shall repeat the process, one and one, until such Contractor's crew requirements are met or until such Contractor has hired four (4) "core" employees, whichever occurs first. Thereafter, all additional employees in the affected trade or craft shall be hired exclusively from the hiring hall out-of-work list(s). For the

duration of the Contractor's work, the ratio shall be maintained and when the Contractor's workforce is reduced, employees shall be reduced in the same ratio of core employees to hiring hall referrals as was applied in the initial hiring.

9.5 The work hours performed by any out-of-state residents shall not be included in the total work hours on the Project in calculating the percentage of total work hours worked by Local Area residents.

9.6 Apprenticeship and Workforce Development.

9.6.1 Recognizing the need to develop adequate numbers of competent workers in the construction industry, the Contractor(s) shall employ apprentices of a California State- approved Joint Apprenticeship Training Program in the respective crafts to perform such work as is within their capabilities and which is customarily performed by the craft in which they are indentured. The apprentice ratios will comply with the applicable provisions of the California Labor Code and Prevailing Wage Rate Determination. Consistent with the Master Agreements and state law, there shall be no restriction on the utilization of apprentices in performing the work of their craft provided they are properly supervised.

9.6.2 The Unions are committed to providing apprenticeship opportunities to veterans and disadvantaged workers with the District service areas. At least annually, the Unions will conduct a Community Career Fair within the District service area to provide at-risk youth, veterans, and others an opportunity to learn about each craft and the process for entering their apprenticeship programs.

9.7 Compliance. It shall be the responsibility of the Contractor(s) and Unions to investigate and monitor compliance with the provisions of the Agreement contained in Article IX. The District may, at its discretion, request that a contractor or contractors performing Covered Work under the Agreement provide the District a report documenting compliance with these provisions. The Contractor(s) and the Unions agree to cooperate in providing information required to prepare these reports.

ARTICLE X
HELMETS TO HARDHATS

10.1 The Contractor(s) and the Unions recognize a desire to facilitate the entry into the building and construction trades of veterans and members of the National Guard and Reserves who are interested in careers in the building and construction industry. The Contractor(s) and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter "Center), a joint Labor-Management Cooperation Trust Fund, established under the authority of Section 6(b) of the Labor-Management Cooperation Act of 1978, 29 U.S.C. Section 175(a), and Section 302(c)(9) of the Labor-Management Relations Act, 29 U.S.C. Section 186(c)(9), and a charitable tax exempt organization under Section 501(c)(3) of the Internal Revenue Code, and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the

parties.

10.2 The Unions and Contractor(s) agree to coordinate with the Center to participate in an integrated database of veterans and members of the National Guard and Reserves interested in working on the Project and of apprenticeship and employment opportunities for this Project. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.

ARTICLE XI **WAGES AND BENEFITS**

11.1 All Contractor(s) agree to pay contributions to the established vacation, pension and other form of deferred compensation plan, apprenticeship, worker protection and assistance, and health benefit funds established by the applicable Master Agreement (“Trust Funds”) and funded by legally established Local Union trust agreements (“Trust Agreements”) for each hour worked on the Project in the amounts designated in the Master Agreements of the appropriate Local Unions.

11.2 By signing this Agreement, the Contractor(s) adopts and agrees to be bound by the written terms of the legally established Trust Agreements, as described in Section 11.1, which may from time to time be amended, specifying the detailed basis on which payments are to be made into, and benefits paid out of, such Trust Funds. The Contractor(s) authorize the parties to local trust agreements to appoint trustees and successor trustees to administer the Trust Funds and hereby ratify and accept the trustees so appointed as if made by the Contractor(s). The Contractor(s) agrees to execute a separate subscription agreement(s) for a Trust Fund(s) when required by such Trust Fund(s).

11.3 Wages, Hours, Terms and Conditions of Employment. The wages, hours and other terms and conditions of employment on the Project shall be governed by the Master Agreement of the respective crafts to the extent such Master Agreement is not inconsistent with this Agreement. All employees covered by this Agreement shall be classified and paid in accordance with the classification and wage scales contained in the appropriate local agreements which have been negotiated by the historically recognized bargaining entity and in compliance with the applicable general prevailing wage determination made by the Director of Industrial Relations pursuant to the California Labor Code.

11.4 During the period of construction on this Project, the Contractor(s) agrees to recognize and put into effect such increases in wages and recognized fringe benefits as shall be negotiated between the various Unions and the historically recognized local bargaining entity on the effective date as set forth in the applicable agreement. The Unions shall notify the Contractor(s) in writing of the specific increases in wages and recognized fringe benefits and the date on which they become effective.

11.5 Holidays. Holidays shall be in compliance with the applicable Master Agreement.

ARTICLE XII

COMPLIANCE

12.1 It shall be the responsibility of the Contractor(s) and Unions to investigate and monitor compliance with the provisions of the Agreement contained in Article XI. Nothing in this Agreement shall be construed to interfere with or supersede the usual and customary legal remedies available to the Unions and/or employee benefit Trust Funds to collect delinquent Trust Fund contributions from Employers on the Project. The District shall monitor and enforce the Contractor(s)' compliance with this Agreement and State prevailing wage requirements to the extent required by law. The Agreement shall not impose any new prevailing wage compliance or enforcement requirements on the District.

ARTICLE XIII **EMPLOYEE GRIEVANCE PROCEDURE**

13.1 All disputes involving discipline and/or discharge of employees working on the Project shall be resolved through the grievance and arbitration provision contained in the Master Agreement for the craft of the affected employee. No employee working on the Project shall be disciplined or dismissed without just cause.

ARTICLE XIV **GENERAL GRIEVANCE PROCEDURE**

14.1 Project Labor Disputes. All disputes involving the application or interpretation of the Master Agreement to which a signatory Contractor and a signatory Union are parties shall be resolved pursuant to the resolution procedures of that Master Agreement. All disputes relating to the interpretation or application of this Agreement, excluding work stoppages, strikes, sympathy strikes, and lockouts subject to Article IV, shall be subject to resolution by the grievance arbitration procedures set forth in this Article XIV.

14.2 No grievance shall be recognized unless the grieving party (Local Union or District General Manager, or a Contractor on its own behalf) provides notice in writing to the party with whom it has a dispute within five (5) business days after becoming aware of the dispute but in no event more than thirty (30) business days after it reasonably should have become aware of the event giving rise to the dispute. Time limits may be extended by mutual written agreement of the parties.

Step 1: Within five (5) business days after the receipt of the written notice of the grievance, the Business Representative of the involved Local Union or District General Manager, or the representative of the employee, and the representative of the involved Contractor shall confer and attempt to resolve the grievance.

Step 2: In the event that the representatives are unable to resolve the dispute within the five (5) business days of the Step 1 meeting, within five (5) business days

thereafter, the alleged grievance may be referred in writing by either involved party to the Business Manager(s) of the affected Union(s) involved and the Manager of Labor Relations of the Contractor(s) or the Manager's designated representative, for discussion and resolution. Regardless of which party has initiated the grievance proceeding, prior to a Step 2 meeting, the Union(s) shall notify its International Union representative(s), which shall advise both parties if it intends on participating in a Step 2 meeting. The Project Manager and the Trades Council shall have the right to participate in any efforts to resolve the dispute at Step 2.

Step 3: If the grievance is not settled in Step 2 within five (5) business days, within five (5) business days thereafter, either party may request the dispute be submitted to an Arbitrator for final and binding arbitration. The request for arbitration must be in writing with a copy to Project Manager. Should the parties be unable to mutually agree on the selection of an Arbitrator, selection for that given arbitration shall be made by seeking a list of seven (7) labor arbitrators with construction experience from the Federal Mediation and Conciliation Service and alternately striking names from the list of names on the list until the parties agree on an Arbitrator or until one name remains. The first party to strike a name from the list shall alternate between the party bringing forth the grievance and the party defending the grievance. The Sacramento Building and Construction Trades Council shall keep a record of the sequence and shall notify the parties to the grievance as to which party has the right to strike a name first. The decision of the Arbitrator shall be final and binding on all parties. The Arbitrator shall have no authority to change, amend, add to or detract from any of the provisions of the Agreement. The expense of the Arbitrator shall be borne equally by both parties. The Arbitrator shall arrange for a hearing on the earliest available date from the date of his/her selection. A decision shall be given to the parties within five (5) calendar days after completion of the hearing unless such time is extended by mutual agreement. A written opinion may be requested by a party from the presiding arbitrator.

The time limits specified in any step of the Grievance Procedure set forth in Section 14.2 may be extended by mutual agreement of the parties. However, failure to process a grievance, or failure to respond in writing within the time limits provided above, without an agreed upon extension of time, shall be deemed a waiver of such grievance without prejudice, or without precedent to the processing of and/or resolution of like or similar grievances or disputes.

In order to encourage the resolution of disputes and grievances at Steps 1 and 2 of this Grievance Procedure, the parties agree that such settlements shall not be precedent setting.

14.3 Retention. At the time a grievance is submitted under this Agreement or any Master Agreement, the Union(s) may request that the District withhold and retain an amount from what is due and owing to the Contractor(s) against whom the grievance is filed sufficient to cover the damages alleged in the grievance should the Union(s) prevail. The amount shall be retained by the District until such time as the underlying grievance giving rise to the retention is withdrawn, settled, or otherwise resolved, and the retained amount shall be paid to whomever the parties to the grievance shall decide, or to whomever an Arbitrator shall so order.

ARTICLE XV
WORK ASSIGNMENTS AND JURISDICTIONAL
DISPUTES

15.1 The assignment of Covered Work will be solely the responsibility of the Contractor(s) performing the work involved; and such work assignments will be in accordance with the Plan for the Settlement of the Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor Plan.

15.2 All jurisdictional disputes on this Project between or among the building and construction trades Unions and the Contractor(s) subject to this Agreement, shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the Employers and Contractor(s) subject to this Agreement.

15.3 If a dispute arising under this Article involves the Northern California Carpenters Regional Council or any of its subordinate bodies, an Arbitrator shall be chosen by the procedures specified in Article V, Section 5, of the Plan from a list composed of John Kagel, Thomas Angelo, Robert Hirsch, and Thomas Pagan, and the Arbitrator's hearing on the dispute shall be held at the offices of the California State Building and Construction Trades Council in Sacramento, California within fourteen (14) days of the selection of the Arbitrator. All other procedures shall be as specified in the Plan..

15.4 All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature and the Contractor(s)' assignment shall be adhered to until the dispute is resolved. Individual employees violating this section shall be subject to immediate discharge. Each Contractor will conduct a pre-job conference with the Unions in accordance with Section 5.2 of this Agreement.

ARTICLE XVI
MANAGEMENT RIGHTS

16.1 The District and Contractor(s) shall retain full and exclusive authority for the management of their operations, including the right to direct their workforce in their sole discretion. Except as provided by Section 2.2.3 and by the lawful manning provisions in the applicable Master Agreement, no rules, customs or practices shall be permitted or observed which limit or restrict production, or limit or restrict the working efforts of employees.

ARTICLE XVII
DRUG & ALCOHOL TESTING

17.1 The use, sale, transfer, purchase and/or possession of a controlled substance, alcohol and/or firearms at any time during the work day is prohibited.

17.2 The parties agree to recognize and use the Substance Abuse Program contained in each applicable Local Union's Master Agreement.

ARTICLE XVIII
SAVINGS CLAUSE

18.1 The parties agree that in the event any article, provision, clause, sentence or word of the Agreement is determined to be illegal or void as being in contravention of any applicable law, by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect. The parties further agree that if any article, provision, clause, sentence or word of the Agreement is determined to be illegal or void by a court of competent jurisdiction, the parties shall substitute, by mutual agreement, in its place and stead, an article, provision, clause, sentence or word which will meet the objections to its validity and which will be in accordance with the intent and purpose of the article, provision, clause, sentence or word in question.

18.2 If a court of competent jurisdiction determines that all or part of the Agreement is invalid and/or enjoins the District from complying with all or part of its provisions and the District accordingly determines that the Agreement will not be required as part of an award to a Contractor(s), the Unions will no longer be bound by the provisions of Article IV.

18.3 The parties agree that should any Project subject to this Agreement receive a non-de minimis allocation of federal funds for construction of the Project, and such federal funding allocation, whether or not allocated through the state, includes a condition to receipt of the federal funds that prohibits the District from applying any local hiring preference in any contracts for construction of the Project, or that prohibits application of any other provision or provisions of this Agreement, the local resident hiring provisions contained in Article IX , or any other provision or provisions of this Agreement prohibited by such condition to receipt of federal funds for Project construction, shall not be applied to the Project, but all other terms and conditions of this Agreement shall remain in full force and effect.

ARTICLE XIX
AMENDMENT/COUNTERPARTS/AUTHORITY

19.1 Any substantive modification of any provision or addendum to this Agreement must be reduced to writing and signed by the District, Trades Council and Unions to be effective.

19.2 This Agreement may be executed in counterparts, such that original signatures may appear on separate pages, and when bound together all necessary signatures shall constitute an original. Facsimile or scanned signature pages transmitted to other parties to this Agreement shall be deemed equivalent to original signatures.

19.3 Each of the persons signing this Agreement represents and warrants that such person has been duly authorized to sign this Agreement on behalf of the party indicated and each of the parties by signing this Agreement warrants and represents that such party is legally authorized and entitled to enter into this Agreement.

ARTICLE XX
TERM

20.1 This Agreement shall remain in full force and effect for a period of five (5) years from the date it becomes effective. At any time during this period, the District may request the Trades Council to meet and confer regarding the experience with Projects covered by the Agreement, and to determine whether any changes in the administration or implementation of the Agreement would be beneficial or would improve operation of the Agreement. Prior to the expiration of this Agreement, the parties may agree to extend the term of this Agreement or enter into a new agreement incorporating any substantive changes based on the status of and experience with Projects covered by the Agreement.

DRAFT

COSUMNES COMMUNITY SERVICES DISTRICT

Name: Date: _____

Title:

Approved as to form:

District Counsel Date: _____

Attested to by:

Clerk to the Board Date: _____

SACRAMENTO BUILDING AND CONSTRUCTION TRADES COUNCIL,
AFL-CIO COUNCIL

Name: Date: _____

Title:

UNIONS

Asbestos Workers Local #16

Iron Workers Local #118

Bricklayers Local #3

Laborers Local #185

Boilermakers Local #549

Operating Engineers Local #3

Cement Masons Local #400

Plasterers & Cement Masons Local #300

Asbestos, Lead and Mold Laborers
Local #67

UA of Journeymen & Apprentices of the
Plumbing & Pipe Fitting Ind. Local #355

District Council #16 International
Union of Painters & Allied Trades

Plumbers & Pipefitters Local #447

Elevator Constructors Local #8

Roofers Local #81

International Brotherhood of Electricians
Local #340

Sheet Metal Workers Local #104

Sprinkler Fitters Local #669

Teamsters Local #150

Northern California Carpenters Regional
Council on behalf of itself and its affiliated
Local Unions

Addendum A

**COMMUNITY WORKFORCE AND TRAINING AGREEMENT
COSUMNES COMMUNITY SERVICES DISTRICT**

AGREEMENT TO BE BOUND

The undersigned, as a Contractor or Subcontractor, including construction material trucking company/entity, (CONTRACTOR) on the Cosumnes Community Services District Project, (hereinafter PROJECT), for and in consideration of the award to it of a contract to perform work on said PROJECT, and in further consideration of the mutual promises made in this Community Workforce and Training Agreement (hereinafter AGREEMENT), a copy of which was received and is acknowledged, hereby:

(1) Accepts and agrees to be bound by the terms and conditions of the AGREEMENT for this PROJECT, together with any and all amendments and supplements now existing or which are later made thereto.

(2) The CONTRACTOR agrees to be bound by the legally established local trust agreements designated in the applicable Master Agreement as described in Article XI of this AGREEMENT.

(3) The CONTRACTOR authorizes the parties to such local trust agreements to appoint trustees and successor trustees to administer the trust funds and hereby ratifies and accepts the trustees so appointed as if made by the CONTRACTOR.

(4) Certifies that it has no commitments or agreements which would preclude its full and complete compliance with the terms and conditions of said AGREEMENT.

(5) Agrees to secure from any CONTRACTOR(S) (as defined in said AGREEMENT) which is or becomes a subcontractor (of any tier) to it, a duly executed Agreement to be Bound in form identical to this document.

(6) This Agreement to be Bound constitutes a subscription agreement to the extent of its terms. However, the undersigned agrees to execute a separate Subscription Agreement(s) or contributing employer agreement for Trust Funds when such Trust Fund(s) requires such document(s).

Date: _____

Name of Contractor

(Name of Contractor Representative)

(Authorized Officer & Title)

CSLB # or Motor Carrier Permit

From: Judi Hayes <jhayes@galt.k12.ca.us>
Sent: Wednesday, July 1, 2020 9:11 AM
To: Traci Farris <TraciFarris@csdparks.com>
Subject: Re: water aerobics

[CAUTION-EXTERNAL SENDER]

Thank you.

Your staff at Wackford has been great and I appreciate their support of safety.

Judi

***Judi Hayes
Principal
Lake Canyon Elementary School
Galt Joint Union Elementary School District
(209) 744-5200***

*GALLUP Signature Themes:
Maximizer/Strategic/Futuristic/Relator/Learner*

On Wed, Jul 1, 2020 at 8:42 AM Traci Farris <TraciFarris@csdparks.com> wrote:
Good morning Ms. Hayes,

Thank you for continuing to reach out. Yes, I was on the news yesterday, promoting this weekend and our Rec Swim adventures. So you are aware, we are working feverishly to onboard staff from last season and will continue to phase in programming as we are able. Swim lessons and Water Fitness Classes will be in the final phase, hopefully by mid to late July. We will make sure to send out emails to all participants through Activenet, so you won't have to rely solely on social media or TV for the information. I cannot give an exact start date at this moment, however please know we are putting all of the pieces together to begin as soon as possible. We chose to start with Lap Swim as it was very manageable and allowed us to control access and the environment. User groups and Rec Swim came next as we sought to expand our audience for added community benefit, as well as it allowed us to bring back additional lifeguards. Swim lessons and Water Fitness will be the final phase as we bring back our instructors.

As always, thank you for your continued patience and please feel free to reach out anytime.

Take care,

Traci

From: Judi Hayes <jhayes@galt.k12.ca.us>
Sent: Tuesday, June 30, 2020 8:06 PM
To: Traci Farris <TraciFarris@csdparks.com>
Subject: water aerobics

[CAUTION-EXTERNAL SENDER]

Hi Traci,

I have enrolled in swim for fitness and saw the news from the CSD today that rec swim for the kids will open next weekend.

Any updates on the timing of deep water aerobics classes resuming?

I am not on social media so I don't want to miss any updates.

Thanks so much for your help,

Judi Hayes

Judi Hayes
Principal
Lake Canyon Elementary School
Galt Joint Union Elementary School District
(209) 744-5200

GALLUP Signature Themes:
Maximizer/Strategic/Futuristic/Relator/Learner