



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, AUGUST 5, 2020**

**EXECUTIVE SESSION – 5:00 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.

Public participation is available in the following ways:

- 1) Live Broadcast via livestream at: <https://www.yourcsd.com/896/Live-Board-Meeting>.
- 2) Email public comments to clerkoftheboard@yourcsd.com by 6:30 pm, Wednesday, August 5. Public comments received after this time might not be received in time to be read into the record but will be included in the written record. The Clerk will read the comments submitted via email out loud during public comment, subject to the customary 3-minute time limitation. If your comment concerns a specific agenda item, please note the item in the subject line of your email.
- 3) Leave a voice mail for the Clerk of the Board at 916-405-7169, and the item you wish to comment on and the Clerk will play the voice mail when the item is up for consideration. The customary 3-minute time limitation will be observed.

If you encounter difficulties submitting a public comment via email, please contact the Clerk's office at 916-405-7169 by the 6:30 pm 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 – 5:00 P.M.

1. CALL TO ORDER
2. COMMUNICATIONS FROM THE PUBLIC
3. RECESS TO EXECUTIVE SESSION
 - a. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to Government Code Section 54956.9(d)(2): 1 Case
 - b. CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Pursuant to Government Code Section 54956.8
Property: 10651 E Stockton Blvd, Elk Grove, California 95624
Agency Negotiator: Nitish Sharma, Chief Administrative Officer
Negotiating Parties: OUTFRONT Media Incorporated and Clear Channel Outdoor
Under negotiation: price and terms of payment

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. COMMUNICATIONS FROM THE PUBLIC (Non-agendized items)

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

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

D. CONSENT CALENDAR

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

5. Approve the July 15, 2020, Regular Board Meeting Minutes.
6. Authorize the Fire Department to Surplus Exercise Equipment.
7. Receive and File Report on the Landscape and Lighting Districts Advisory Committee.
8. Approve the District Response to the 2019-2020 Grand Jury Report.
9. Approve and Adopt Resolution No. 2020-39 – Revisions to Part-time and Full-time Pay Schedules.
10. Approve a Ten-year Agreement with the Sacramento County, Sacramento Regional Radio Communications Services, for 800 MHz Radio Backbone Services.
11. Authorize the General Manager to enter into an Agreement with CivicPlus, for the Agenda Management Software.

RECOMMENDATION: Approve the consent calendar as presented.

E. PUBLIC HEARINGS

12. **SUBJECT:** Consider Objections to Proposed Abatement of Weeds and Adoption of Resolution No. 2020-34. (R. Burton)

RECOMMENDATIONS:

- 1) Open the public hearing to consider objections or protests to the proposed weed abatement program;
 - 2) Modify the itemized report if necessary; and
 - 3) Adopt Resolution 2020-34, ordering the Fire Chief to continue with the special assess process for District reimbursement of abated parcels.
13. **SUBJECT:** Annexation #27 – Community Facilities District No. 1 (Elk Grove Fire Protection) (CFD1). (J. Ebner)

RECOMMENDATIONS:

- 1) Open the public hearing and take testimony on the proposed annexation of properties into Community Facilities District No. 1 (Elk Grove Fire Protection) (CFD1);
- 2) Approve Resolution No. 2020-36 to annex territory to CFD1;
- 3) Approve Resolution No. 2020-37 calling a special election of the qualified electors of the territory to be annexed to CFD1; and
- 4) Approve Resolution No. 2020-38 declaring the results of Special Tax Election, determining validity of prior proceedings, and directing recording of notice of special tax lien.

F. STAFF REPORTS

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

14. **SUBJECT:** Contract for the Construction of the Recreation Center at Beeman Park (AKA Gil Albiani Recreation Center). (P. Mewton)

RECOMMENDATIONS:

- 1) Finds that the Recreation Center at Beeman Park Tenant Improvements (“Project”) is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA guidelines Section 15301;
 - 2) Awards the contract for the construction of the Recreation Center at Beeman Park Improvements to Kayler/Dobler Construction, Inc. in the amount of \$529,000 plus a contingency in the amount of 52,900 (10%) for a total of \$581,900;
 - 3) Authorizes the General Manager to sign the Contract Completion Notice upon acceptance of the project.
15. **SUBJECT:** Fiscal Year 2019/20 Financial Update (N. Sharma)

RECOMMENDATIONS:

- 1) The Board of Directors receives the Chief Administrative Officer’s report on the financial update related to COVID-19 pandemic for the Fiscal Year end June 30, 2020.

G. INFORMATIONAL ITEMS

16. Note from the Elk Grove Food Bank thanking the District for the unconditional support and partnership.
17. Note thanking Public Education Officer Laurel Schamber for making life jackets available for use by community members.

H. BOARD OF DIRECTOR’S BUSINESS

18. City of Elk Grove Liaison
19. City of Elk Grove Two by Two
20. City of Galt Liaison
21. City of Galt Two by Two
22. Elk Grove Cosumnes Cemetery District Two by Two
23. Elk Grove USD Two by Two
24. Senior Center Board
25. Elk Grove Historical Society
26. Elk Grove Chamber of Commerce
27. Galt Chamber of Commerce
28. Diversity Work Group
29. Northern California Special Districts Insurance Authority
30. Fire Communications Center
31. Sacramento County Treasury Oversight Committee
32. Miscellaneous Reports
33. Meeting/Event Approval
34. Meeting/Event Report

I. IDENTIFICATION OF ITEMS FOR FUTURE MEETING

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

J. ADJOURNMENT

Note: *Disabled Accommodations.*

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

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

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

Certificate of Posting of Agenda

I hereby declare that the foregoing Agenda for the August 5, 2020 Regular Meeting of the Cosumnes Community Services District Board of Directors was posted on July 30, 2020 at 8820 Elk Grove Blvd., Elk Grove, California, 95624, and was available for public review at that location.

Signed this 30th day of July, 2020.



COSUMNES COMMUNITY SERVICES DISTRICT
EXECUTIVE SESSION – 5:00 PM
REGULAR BOARD MEETING – 6:30 PM
WEDNESDAY, JULY 15, 2020
MINUTES

EXECUTIVE SESSION – 5:00 PM

1. CALL TO ORDER

President Fuentes called the meeting to order at 5:30 p.m.

2. COMMUNICATIONS FROM THE PUBLIC

None

3. RECESS TO EXECUTIVE SESSION

President Fuentes recessed to Executive Session at 5:31 p.m.

a. PUBLIC EMPLOYMENT

Pursuant to Government Code Section 54957

Title: Administrator of Parks and Recreation

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, District 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 had nothing to report out of Executive Session
2. President Fuentes called the meeting to order at 6:41 p.m.
3. Adriana Orozco led the Pledge of Allegiance.
4. A moment of silence was observed in honor of any and all first responders who may or may not be affected by COVID.

B. ANNOUNCEMENTS/PRESENTATION

None

C. DEPARTMENT REPORTS

These items were dismissed with no objections.

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

D. COMMUNICATIONS FROM THE PUBLIC

Ms. Linda Vue – commented via phone thanking Director Moreno for denouncing patriarchal social structures in the Hmong community, and urged the other Board members to do the same.

Ms. Jacqueline Cheung – submitted a written comment thanking Director Moreno for denouncing patriarchal social structures in the Hmong community that degrade and intimidate women, and thanked her for lifting her up and giving her the courage to fight against patriarchy.

E. CONSENT CALENDAR

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.

Director Luttrell moved to approve consent items 8 through 10; seconded by Director Brewer. Clerk did a roll call: vote was 5 ayes and 0 noes.

F. PUBLIC HEARINGS

None

G. STAFF REPORTS

11. SUBJECT: Name for Recreation Center at Beeman Park.

Senior Management Analyst Carolyn Baptista presented the report.

RECOMMENDATION:

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

Written comments submitted by community members in favor of the Naming Committee's recommendation to name the center in honor of Gil Albiani, were read into the record:

- Ms. Phyllis Baltz, President, Dignity Health Methodist Hospital
- Mr. Warren and Mrs. Pat Weaver, Elk Grove residents
- Mr. Matt Patton, Executive Director, California Agricultural Teachers' Association
- Mr. Kevin Spease, Elk Grove resident
- Ms. Inez Whitlow, Executive Director, Chicks in Crisis

After brief discussion Director Brewer moved to accept the recommendation; seconded by Director Moreno. Clerk did a roll call: vote was: 4 ayes, Fuentes, Brewer, Luttrell and Moreno, and 1 abstention, Albiani. The recommendation was approved.

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

District Counsel Sigrid Asmundson presented the report.

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.

Phone comments were received from individuals listed below, opposing the Community Workforce and Training Agreement:

- Joe Lubas
- Richard Markuson, Western Electrical Contractors Association
- Nicole Goehring, Associated Building and Contractors Inc.
- Andrew Vasko, Local Contractor
- Chris Smith, Association of General Contractors of California

Phone comments were received from individuals listed below, in support of the Community Workforce and Training Agreement:

- Kevin Ferreira, Executive Director Sacramento-Sierra’s Building and Construction Trades Council
- Chris Greaney, President Sacramento-Sierra’s Building Trades
- Robert Kuks, Sheet Metal Workers Local 104
- Tim Slape, Sheet Metal Workers Local 104

Written comments received from individuals listed below, opposing the Community Workforce and Training Agreement, were read into the record:

- Matt Loveless, journeyworker
- James Lewis, apprentice
- Tony Bunio, apprentice
- David Kot, apprentice
- Robert Chackon, apprentice
- Jesus Campos, apprentice
- Joseph Peterson, apprentice
- Lindsay Fitzgerald, apprentice
- Eric Christen, Executive Director, Coalition for Fair Employment in Construction
- Tim Saradeth, apprentice
- Jeff Harris – Sacramento Vice Mayor

Written comments received from individuals listed below, supporting the Community Workforce and Training Agreement, were read into the record:

- Richard Bertacchi, Elk Grove resident
- Bob Balch, J. W. McClenahan Co.
- Nicholas Black
- Tim Cavanagh, Elk Grove resident
- Michael Franklin, International Brotherhood of Electrical Workers, Local 340
- Rustin Johnston, International Brotherhood of Electrical Workers, Local 340
- Bob Ward, International Brotherhood of Electrical Workers, Local 340
- Ron Cannizzaro, Teamsters Local 150
- TJ Andrade, Elk Grove resident, Plumbers and Pipefitters Local 447
- Patty
- Onassis Mc Farlane, Elk Grove resident
- Mitchell Bechtel, Iron Workers Local 118
- Devin Evers, Plasteres & Cement Masons Local #300
- Kristen Schiavo, Elk Grove resident
- Steven Decker, TNT Industrial
- Todd Quinlan, Elk Grove resident
- Christopher Helmukiman, Elk Grove resident
- Juan Magana
- Drake Abendroth, Elk Grove resident, Local Union 447 Plumbers, Pipefitters and Refrigeration
- Wayne Athey, Elk Grove resident, Local Union 447 Plumbers, Pipefitters and Refrigeration
- Mark A. Modellas, Elk Grove resident
- Jesse Krpan
- Edgar Navarro, Elk Grove resident
- Joseph Sena, Elk Grove resident
- Julian Navarro, Elk Grove resident
- Beau Wilson, Elk Grove resident
- Neilden JnCharles
- Garrett Richardson
- Zak Noonan, Elk Grove resident
- Robert Kuks, SMART, SMW Local Union 104

President Fuentes recessed the meeting at 8:20 p.m.

President Fuentes reconvened the meeting at 8:29 p.m.

After discussion, Director Brewer made a motion that the CSD build the Solar Project and the Fire Station pursuant to a PLA, as a pilot project, and direct staff to negotiate terms of the agreement with Sacramento-Sierra Building and Construction Trades.

The Clerk did a roll call: vote was: 1 no, Albiani and 4 ayes, Brewer, Fuentes, Luttrell and Moreno. The motion was approved.

H. INFORMATIONAL ITEMS

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

I. BOARD OF DIRECTORS BUSINESS

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

General Manager Green asked President Fuentes to appoint two Directors to be in the 2 by 2 meetings with the Florin Resource Conservation District.

President Fuentes appointed himself and Director Gil Albiani.

J. IDENTIFICATION OF ITEMS FOR FUTURE MEETING

Director Moreno asked for a report on ideas or ways for the CSD to fill the gap that is being created by next year's school district distance learning model, so that the District could possibly assist parents in need childcare.

Director of Recreation and Community Services Mike Dopson informed the Board that the CSD has been in contact with and is partnering with the School District, and they are committed to finding ways that the CSD can offer afterschool programming.

Staff will provide an update to the Board on a future Friday update.

K. ADJOURNMENT

With no further business, the meeting was adjourned at 9:06 p.m.

Approved: _____
Board President

Attest: _____
Secretary to the Board

STAFF REPORT



DATE: August 5, 2020
TO: Board of Directors
FROM: Michael W. McLaughlin, Fire Chief
BY: Kevin Leveroni, Fire Captain
SUBJECT: AUTHORIZATION TO SURLPUS EXERCISE EQUIPMENT

RECOMMENDATION

The Board of Directors authorizes staff of the Fire Department to surplus the District owned Life Fitness 95TS Commercial Treadmill and allow the opportunity to receive funds.

BACKGROUND/ANALYSIS

- Life Fitness 95TS Commercial Treadmill
- Inventory # 6527
- Serial # 10024

The Life Fitness 95TS Commercial treadmill is an older unit with excessive mileage. Fire Department Staff has been notified by the maintenance contractor that this model treadmill is no longer being supported by the manufacturer and spare parts are not readily available.

FINANCIAL ANALYSIS

Keeping the treadmill would result in additional costs and significant repair delays. If and when repairs are needed, Fire Station 46 would be without a treadmill while a part search is attempted. While this unit is not suitable for commercial use, it does have limited value and can be sold which would result in additional funds for the District.

SUSTAINABILITY ANALYSIS

The surplus of this equipment provides an opportunity for the reuse of the equipment thus reducing the chances that the equipment will end up as a waste.

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

Respectfully submitted,

Michael W. McLaughlin, CFO
Fire Chief

Staff Report recommendation authorized by:

General Manager

Approved as to Form:

General Counsel

INFORMATIONAL REPORT



DATE: August 5, 2020

TO: Board of Directors

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

BY: Josh Branco, Management Analyst

SUBJECT: LANDSCAPE & LIGHTING DISTRICTS ADVISORY COMMITTEE UPDATE

RECOMMENDATION

The Board of Directors receives and files this informational report related to the Landscape & Lighting Districts Advisory Committee. No action is required.

BACKGROUND/ANALYSIS

On October 2, 2019 the Board of Directors (Board) approved Resolution No. 2019-81, creating the L&L Districts Advisory Committee (Committee). The L&L Districts Advisory Committee will be primarily responsible for making recommendations to both the Board and Staff regarding the L&L Assessment District Budget, maintenance projects and park revitalization planning. Committee members will also provide updates on the condition of the landscape in their neighborhoods, support outreach efforts and assist with volunteer maintenance events.

The L&L Districts Advisory Committee Handbook and Application were submitted to the Board on January 15, 2020. Beginning in February, the District solicited applications via web, email, social media and print advertising. Community partners, such as Elk Grove Unified School District and the City of Elk Grove, also received information on the Committee.

Appointments Postponed

The original deadline to submit applications was March 25, 2020, and members were scheduled to be appointed by the Board on April 15, 2020. Staff decided to postpone these appointments due to the COVID-19 pandemic and the limited number of applications.

On March 19, 2020, Governor Newsom issued a stay-at-home order to protect the health and well-being of all Californians and slow the spread of the COVID-19 pandemic. In order to comply with the State's mandate, and ensure the safety of potential members, Staff felt it proper to postpone Committee appointments at that time.

Additionally, the District received just six total applications from volunteers in Benefit Zones 1, 4, 5 and 6 during the initial application period. This means 75% of the proposed 16 seats were without an applicant. As such, Staff felt it appropriate to extend the application period and solicit more applications before moving forward with appointments.

All current applicants have been made aware of the updated timeline discussed below, and are still interested in serving on the Committee.

Updated Timeline

Since the postponement in April, Staff have developed a plan to move the Committee forward in a safe and productive manner. Because of the important role the Committee will play in District operations, Staff recommends the Board considers the initial appointment of Committee members at the close of this supplemental application period, even if there is not an application for each seat. The District will continue to accept applications for vacant seats until they are all filled.

| Activity | Date(s) |
|--------------------------------|------------------|
| Recruitment | Ongoing |
| Initial Application Deadline | October 5, 2020 |
| Initial Committee Appointments | October 21, 2020 |
| Inaugural Meeting | January 2021 |

The work of this Committee is closely aligned with Goal 3.4, which calls for increased opportunity for community members to volunteer with the District.

FINANCIAL ANALYSIS

There is no fiscal impact to the District as a result of what is being presented today.

SUSTAINABILITY ANALYSIS

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

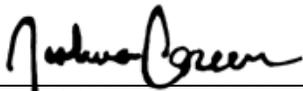
Should you have any questions, please contact me prior to the Board meeting.

Respectfully submitted,



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

Staff Report recommendation authorized by:



General Manager

Approved as to Form:



General Counsel

STAFF REPORT



DATE: August 5, 2020
TO: Board of Directors
FROM: Joshua Green, General Manager
BY: Sigrid Asmundson, District Counsel
SUBJECT: RESPONSE TO 2019-2020 GRAND JURY REPORT

RECOMMENDATION

The Board of Directors approves the Cosumnes Community Services District's (District) response to the 2019-2020 Grand Jury Report.

BACKGROUND/ANALYSIS

The Sacramento County Grand Jury released its 2019-2020 report on June 30, 2020, which included a report entitled "Elk Grove Parks: Where Have All the Flowers Gone?" In the report, the Grand Jury reviewed the District's Landscape & Lighting collection and allocation process. The Grand Jury issued 10 findings and proposed 7 recommendations to implement these findings.

The District is required to respond to the findings and recommendations no later than September 30, 2020. The District's response will be posted on the Sacramento Grand Jury's website at <http://www.sacgrandjury.org/reports/reports.asp>.

FINANCIAL ANALYSIS

This report has no financial impact on District resources; however, it is important to note that there is an opportunity cost to the District from allocating a number of staff hours towards the grand jury process from other task/projects that were either delayed or put on hold.

SUSTAINABILITY ANALYSIS

There is no impact to the District's sustainability practices because of this report.

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

Respectfully submitted,

Joshua Green
 General Manager

Attachment: Grand Jury Response

Attachment



August 5, 2020

Honorable Russell Hom, Presiding Judge
Sacramento County Superior Court
720 9th Street, Dept. 47
Sacramento, CA 95624

RE: Cosumnes Community Services District 2019-2020 Grand Jury Response

Dear Judge Hom;

The Cosumnes Community Services District ("CCSD") is pleased to provide the following response to the recommendations from the 2019-2020 Sacramento County Grand Jury Final Report entitled "Elk Grove Parks: Where Have All the Flowers Gone?"

As stipulated in the 2019-2020 Sacramento County Grand Jury Final Report and Penal Code Sections 933 and 933.05, the Board of Directors ("Board") of the District submits the following responses to the Grand Jury's findings and recommendations:

FINDINGS

Finding F1: The current multiple funding mechanisms are neither effective nor sustainable for managing Elk Grove's parks.

Response: The CCSD partially agrees with this finding.

The CCSD agrees that the Landscape & Lighting (L&L) assessment fees are not a sustainable funding source to continue the current level of landscape maintenance or capital replacement needs. In order to sustain the required maintenance and capital replacement needs of the 90+ parks in Elk Grove, a new assessment will be required.

The CCSD disagrees with the finding that L&L fees are not effective. The L&L assessment mechanism allows the community to decide the amount of funding available for parks; therefore, it is effectively working as the legislature intended.

Finding F2: Public confusion and misunderstanding are evidenced by the need for extensive and repeated community outreach meetings and the mixed success in securing timely voter approval for needed revenue increases. Contributing to this confusion are: the division in roles for Elk Grove's parks between the City of Elk Grove and Cosumnes

Community Services District (CCSD); priorities among neighborhood and district-wide facilities; and the challenge of managing and understanding the park system as an integrated program.

Response: The CCSD partially agrees with this finding.

The CCSD agrees that a new L&L assessment requires extensive and regular community outreach meetings to be considered successful. It is important to note the CCSD hosts multiple public outreach meetings with property owners in various locations of the District throughout the year, works with neighborhood “champions” that help engage and education property owners, and has full-time staff and a hotline available to answer community questions regarding parks, including L&L fees. The District prepares an annual report on each Zone to illustrate the revenues and expenditures for the fiscal year.

The CCSD disagrees with the finding that the different roles of the City of Elk Grove (“City”) and the CCSD have created confusion on managing and understanding the parks system as an integrated program. The City and the CCSD have a great partnership and have created a robust parks system that is a model in the region.

Finding F3: The 19 different Landscape and Lighting (L&L) district assessment rates, varying by as much as a factor of four, cause significant inequities for Elk Grove residents in terms of payments they make and benefits they derive from Elk Grove parks.

Response: The CCSD partially agrees with this finding.

The CCSD agrees that the L&L assessments vary between benefit zones.

The CCSD disagrees that the difference of assessment rates creates inequity. Each benefit zone’s annual assessment is based on the amenities within the zone when the assessment was adopted, and the level of current maintenance standards that can be afforded with the annual assessment. In accordance with the Landscape and Lighting District Law (Streets and Highways Code Section 22500 *et seq.*), an engineer’s report is prepared for each L&L benefit zone setting forth the estimated benefits to each lot or parcel within that benefit zone. By law, the District cannot assess the same L&L fee to every parcel because each parcel’s fee is based on that specific parcel’s estimated benefits. The parks in the entire City are available to all residents and non-residents equally.

Finding F4: The practice of contributing revenue from individual benefit zones to district-wide facilities as a priority ahead of funding parks within each benefit zone compounds the revenue shortages experienced by certain benefit zones.

Response: The CCSD partially agrees with this finding.

The CCSD agrees that revenue shortages within each individual benefit zone may create a challenge to maintain or replace the amenities in the park system.

The CCSD disagrees that the contribution to district-wide will result in revenue shortages in certain benefit zones. The contribution to district-wide facilities provides an opportunity to ensure district-wide facilities are maintained at a level that will provide all residents the ability to utilize the amenities that may not be available in their neighborhood.

Finding F5: The requirement in Proposition 218 to secure a public vote in order to increase funding in excess of a Consumer Price Index (CPI) index is an unwieldy restraint that impedes adequate funding to maintain, repair and restore Elk Grove parks.

Response: The CCSD agrees with this finding.

Finding F6: The existing L&L assessment rates are insufficient to sustain maintenance, repair, and restoration for parks indefinitely. Specifically, in the short term, revenue from L&L assessment rates in BZ3 and BZ4 is insufficient to maintain, repair, and restore all parks in those benefit zones.

Response: The CCSD agrees with this finding.

Finding F7: The emphasis on individual benefit zones and overlay districts creates a complex and costly administrative burden requiring fragmented budgeting and management, and voter approvals to generate adequate revenue.

Response: The CCSD agrees with this finding.

The CCSD agrees the emphasis on funding on individual benefit zone creates complex and costly administrative burden; therefore, the District has explored options to place a district-wide tax measure that will help mitigate the cost increases or provide funding for rehabilitation and replacement of the current infrastructure.

Finding F8: The baseline budget for park maintenance, repair and restoration does not take into account, nor is it adequate to fund future park modifications or maintenance associated with new parks and programs.

Response: The CCSD partially agrees with this finding.

The CCSD agrees that L&L funding is not intended to directly support recreational programs.

The CCSD disagrees that all park maintenance is not adequate to fund park modifications or maintenance. The CCSD approves a budget at a level which protects the long-term sustainability of each benefit zone fund. As such many of the benefits zones were created with long term asset replacement in mind. This accounts for the higher assessment rates. The CCSD's Capital Improvement Plan ("CIP") is in place to ensure a level of rehabilitation and replacement is conducted based on the asset condition and available funding.

Finding F9: CCSD's practice of attempting to increase voter understanding and acceptance of financial responsibility for the parks program through various outreach

efforts has had uneven results in terms of gaining greater voter participation and potentially influencing additional funding for this program.

Response: The CCSD agrees with this finding.

Finding F10: The City of Elk Grove and CCSD have not collaborated effectively to reform and restructure the system.

Response: The CCSD disagrees with this finding.

Oversite and implementation of the Landscape & Lighting assessment districts are the responsibility of the CCSD. The City has been an active partner in addressing future park needs in the Laguna Ridge and South East Planning Area through the use of a City administered Community Facilities District (“CFD”), but the reform and restructure of the L&L assessment funding is not the responsibility of the City.

RECOMMENDATIONS

Recommendation R1: CCSD and the City of Elk Grove, with the support of Sacramento County, should establish a Regional Task Force to examine the feasibility of replacing the existing system of funding park maintenance. The Regional Task Force membership should include all public officials whose constituents are directly affected. Observers may include representatives of all other related and interested agencies and constituencies such as Sacramento Local Agency Formation Commission (LAFCO), public and private advocates, etc. This recommendation should be completed by December 31, 2020.

Response: This recommendation will not be implemented because it is not warranted.

The CCSD will not create a Regional Task Force because parks and Landscape & Lighting Assessments are within the jurisdictional authority of the CCSD. The CCSD and City have a great working relationship and the CCSD will continue to collaborate with the City on CCSD parks and services, where warranted.

Recommendation R2: This task force should identify all relevant laws, ordinances, regulations, policies and procedures that might need to be amended, revised or abolished to replace the existing system with a more simplified, streamlined, equitable and sustainable funding mechanism, such as an annual assessment on all real property in the area based on the assessed value of each parcel. This recommendation should be implemented by June 30, 2021.

Response: This recommendation has been partially implemented as deemed reasonable and appropriate.

The CCSD will continue to evaluate each benefit zone with financial challenges and seek new assessments consistent with California’s Proposition 218 in order to fund on-going maintenance and future asset rehabilitation and replacement. As set forth in CCSD’s response to Recommendation R1, the CCSD will not create a Regional Task Force.

Recommendation R3: CCSD and the City of Elk Grove together should evaluate and report to the Regional Task Force on the effect of reversing the existing practice of first transferring new revenues to district-wide and regional facilities, before budgeting for local park maintenance. This recommendation should be implemented by June 30, 2021.

Response: This recommendation has not yet been implemented but will be partially implemented as deemed reasonable and appropriate by June 30, 2021.

The CCSD will investigate budgeting practices and will report findings to the CCSD Board during the next budget process. As set forth in CCSD's response to Recommendation R1, the CCSD will not create a Regional Task Force.

Recommendation R4: CCSD and the City of Elk Grove together should analyze and report to the Regional Task Force on the added short-term and long-term costs of the additional staffing and consultant services required for the practice of budgeting and managing 19 individual benefit zones and overlay districts in comparison with budgeting and managing these zones on an integrated basis. That analysis should include an examination of the additional costs for any new parks and zones created over the next decade. That analysis should also examine the costs of conducting educational sessions, surveys and elections, as well as preparing Engineer's Reports to authorize L&L assessment fee increases. This recommendation should be implemented by June 30, 2021.

Response: This recommendation has not yet been implemented but will be partially implemented as deemed appropriate and reasonable by June 30, 2021.

The CCSD will investigate budgeting practices and will report findings to the CCSD Board during the next budget process. The L&L assessment amounts and benefit zone services cannot be changed without a Proposition 218 vote by property owners. Therefore, the CCSD will continue to assess the feasibility of new assessment benefit zones to supplement existing benefit zones. As set forth in CCSD's response to Recommendation R1, the CCSD will not create a Regional Task Force.

Recommendation R5: CCSD and the City of Elk Grove together should conduct and report to the Regional Task Force an integrated analysis of all current revenue and projected revenue over 10 years to be collected for park maintenance, repair and restoration over the same period. Such an assessment will help gauge the adequacy of current and projected revenue without regard to the fragmentation of those resources under the current management structure. This recommendation should be implemented by June 30, 2021.

Response: This recommendation has not yet been implemented but will be partially implemented by June 30, 2021.

The CCSD will look at this, but not with the City in regards of L&L assessment funding. The CCSD will conduct an integrated analysis of all current revenue and protected revenue over 10 years and report to the CCSD Board the findings in the next budget

process. The CCSD will continue to work collaboratively with the City on the application of their CFD funding when warranted. As set forth in CCSD's response to Recommendation R1, the CCSD will not create a Regional Task Force.

Recommendation R6: CCSD and the City of Elk Grove together should analyze and report to the Regional Task Force on the 10-year growth of revenue permitted under the CPI growth factor, compared with a 10-year forecast of costs associated with park maintenance, repair and restoration. This recommendation should be implemented by June 30, 2021.

Response: This recommendation has not yet been implemented but will be partially implemented by June 30, 2021.

The CCSD currently has a financial forecasting document in place. This document is a 10-year forecast which shows revenues, ongoing maintenance costs, and asset replacement and rehabilitation. The CCSD will continue to work on updates to the financial forecast and present such updates to the Board during the development of the Fiscal Year 2021-22 budget. As set forth in CCSD's response to Recommendation R1, the CCSD will not create a Regional Task Force.

Recommendation R7: CCSD and the City of Elk Grove should adopt the plan developed by the Regional Task Force for implementation of a new system including relevant MOUs to enable agencies responsible for collecting appropriate tax revenues sufficient to provide park services and maintenance within all neighborhoods. This recommendation should be completed by June 30, 2021.

Response: This recommendation has not yet been implemented but will be partially implemented by June 30, 2021.

The CCSD and City currently have 3 MOUs regarding services to the community: (1) an MOU for the ownership of park and recreational facilities; (2) an MOU for City-owned trail maintenance; and (3) an MOU for recreational special events. The CCSD will assess potential new tax revenue options and report its findings to the Board in the next budget process. The CCSD will work collaboratively with the City on future CFD opportunities. As set forth in CCSD's response to Recommendation R1, the CCSD will not create a Regional Task Force.

Please do not hesitate to contact me at fuentes@yourcsd.com if you have any questions.

Sincerely,

Orlando Fuentes Board President

cc: Becky Castaneda, Grand Jury Coordinator: castanb@saccourt.com

STAFF REPORT



DATE: August 5, 2020
TO: Board of Directors
FROM: Nitish Sharma, Chief Administrative Officer
BY: Joe Ambrosini, Human Resources Director

SUBJECT: ADOPTION OF PART-TIME AND FULL-TIME SALARY SCHEDULES

RECOMMENDATION

The Board of Directors approves and adopts Resolution 2020-39 recognizing:

1. The revisions to the Cosumnes Community Services District Full-time Salary Schedule and Part-time Pay Schedule effective July 1, 2020;
2. The revisions to the Part-time Pay Schedule effective January 1, 2021; and
3. The revisions to the Part-time Pay Schedule, effective January 1, 2022.

BACKGROUND/ANALYSIS

In accordance with CalPERS and Government Code requirements as listed below, staff are bringing forth and recommending the Board of Director to formally approve and adopt the updated full-time and part-time salary scale that represents cost of living adjustments due to previously Board approved Memorandum of Understanding (MOU) or employment agreements.

Additionally, on March 7, 2018, the Board of Directors received a comprehensive plan on minimum wage increases for unrepresented part-time staff. The plan addressed the pay rates for part-time staff through 2020 with a plan to return to the Board in the fall of 2020 with recommendations to address minimum wages increases for years 2021 and 2022.

Staff considered current part-time salaries, the District's current strategic goals and the mandatory minimum wage increase to complete the comprehensive plan for the last two years of the five-year plan. The new salary structure represents the same methodology applied to the full time classifications by using standardized approach of combining or "banding" part-time classifications that have similar knowledge, skills and abilities (KSA's) into one pay grade.

The first year of the final two-year minimum wage plan will include a five-step structure (**See Exhibit 1**) to account for both the mandatory minimum wage increases scheduled for January 1, 2021 and January 1, 2022. This five-step scale also ensures that all part time staff whose pay rate was frozen or "y-rated" at the start of the five-year plan will either catch up to or have earning potential that exceeds their current y-rated rate.

In the final year, on January 1, 2022, the first two steps of the scale will be eliminated, moving the scale back to a three-step scale (**See Exhibit #4**). When implemented, staff at step one or two of the pay scale will be moved to the new step one, which complies with the final scheduled state required minimum wage increase in the five-year plan for entry level, or Grade 1 classifications.

ADOPTION OF THE PUBLICALLY AVAILABLE SALARY SCHEDULES

California Code of Regulations Title 2, Section 570.5 outlines elements necessary to meet the definition for a publicly available pay schedule. CalPERS uses these publicly available pay schedules as one component of the calculation of employee compensation for pension purposes. "Compensation earnable" pursuant to Government Code Sections 20630, 20636, and 20636.1 is limited to the amount listed on the pay schedule that meets all of the following requirements:

- 1) Has been duly approved and adopted by the employer's governing body in accordance with requirements of applicable public meeting laws;
- 2) Identifies the position title for every employee position;
- 3) Shows the pay rate for each identified position, which may be stated as a single amount or as multiple amounts with a range;
- 4) Indicates the time base, including, but not limited to, whether the time base is hourly, daily, bi-weekly, monthly, bi-monthly, or annually;
- 5) Is posted at the office of the employer or immediately accessible and available for public review from the employer during normal business hours or posted on the employer's internet website;
- 6) Indicates an effective date, and date of any revisions;
- 7) Is retained by the employer and available for public inspection for not less than five years; and
- 8) Does not reference another document in lieu of disclosing the pay rate.

All eight of the requirements above must be met in one salary schedule for each member's pay, in order for CalPERS to approve the amount as pay rate and reportable compensation earnable. The adoption of the salary schedules is solely for the purpose of complying with the regulations of CalPERS. Salary ranges were previously approved by the Board.

Exhibit 1 – The Full-time Salary Schedule includes changes for full-time, represented and contracted classifications. The changes are reflective of the salary changes approved with the applicable Memorandum of Understanding (MOU) or individual Employee Agreement(s).

Exhibit 2 – The Part-time Pay Schedule includes changes for the part-time represented classification of Park Maintenance Aide. This change is reflective of the salary changes approved with the applicable Teamsters Memorandum of Understanding (MOU).

Exhibit 3 – The Part-time Pay Schedule, effective January 1, 2021, includes rate changes for part-time unrepresented classifications. The changes incorporate the District's comprehensive plan to address minimum wage changes required by state law.

Exhibit 4 - The Part-time Pay Schedule, effective January 1, 2022, includes rate changes for part-time unrepresented classifications. The changes incorporate the District's comprehensive plan to address minimum wage changes required by state law.

FINANCIAL ANALYSIS

The Board approved budget for the Fiscal Year 2020-21 included the total budget for the part-time costs related to the program. The increase in labor rates will reduce the number of part-time hours available for the program specific areas. The Fiscal Year 2020-21 may result in a decrease in part-time expenses due to the continued impacts of COVID-19 pandemic on the services the District provides to its citizens.

SUSTAINABILITY ANALYSIS

There is no sustainability analysis applicable to what is being requested in this report.

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

Respectfully submitted,



Nitish Sharma,
Chief Administrative Officer

Attachment A- Resolution 2020-39

Exhibit 1 – Full time Salary Schedule, effective July 1, 2020

Exhibit 2 – Part-time Pay Schedule, effective July 1, 2020

Exhibit 3 – Part-time Pay Schedule, effective January 1, 2021

Exhibit 4 –Part-time Pay Schedule, effective January 1, 2022

Staff Report recommendation authorized by:



General Manager

Approved as to Form:



General Counsel

Attachment A

RESOLUTION NO. 2020-39

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE
COSUMNES COMMUNITY SERVICES DISTRICT ADOPTING
THE 2020 PUBLICLY AVAILABLE PAY SCHEDULE AS
REQUIRED BY CALPERS**

WHEREAS, CalPERS regulations require that employee salaries be included on a publicly available pay schedule as defined in California Code of Regulations, Title 2, Section 570.5; and

WHEREAS, one of the requirements of Section 570.5 is that the Cosumnes Community Services District's (CSD) salary schedule be adopted by the Board of Directors in accordance with the requirements of applicable public meeting laws; and

WHEREAS, Cosumnes Community Services District's Board of Directors desires to adopt and approve modifications to the publicly available pay schedule titled Cosumnes CSD Full-time Salary Schedule and Cosumnes CSD Part-time Pay Schedule for all District represented classifications, including employees with individual employment agreements.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Cosumnes Community Services District adopts and approves modifications to the publicly available pay schedule titled Cosumnes CSD Full-time Salary Schedule for all represented District employees, including those with individual employment agreements and the Cosumnes CSD Part-time Pay Schedule for the represented classification of Park Maintenance Aide, effective as of July 1, 2020, which is attached hereto as Exhibit 1 and Exhibit 2.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Cosumnes CSD adopts and approves modifications to the publicly available pay schedule titled and Cosumnes CSD Part-time Pay Schedule for all District unrepresented classifications, effective as of January 1, 2021, which is attached hereto as Exhibit 3 and the Part-time Pay Schedule for all unrepresented District classifications, effective January 1, 2022 attached hereto as Exhibit 4.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Cosumnes CSD authorizes the General Manager to take all actions, and execute all documents, required in furtherance of this Resolution and to submit the Pay Schedules to CalPERS, including any required non-substantive or clerical corrections.

APPROVED AND ADOPTED this 5 day of August, 2020.

President, Orlando Fuentes
Cosumnes Community Services District

ATTEST:

Secretary, Joshua Green
Cosumnes Community Services District

Exhibit 1

Salary Schedule Effective Date: 07/01/2020
 Revision Date: 07/01/2020

Cosumnes Community Services District Full Time Salary Schedule

| | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 ^[2] |
|---|---|----------|----------|----------|----------|----------|----------|----------|----------|------------------|
| NON-REPRESENTED GROUP | | | | | | | | | | |
| General Employee- Grade 1 | | | | | | | | | | |
| | Hourly | \$ 21.66 | \$ 22.74 | \$ 23.88 | \$ 25.07 | \$ 26.33 | \$ 27.65 | \$ 29.03 | \$ 29.75 | |
| Non Exempt | Administrative Assistant | | | | | | | | | |
| Non Exempt | Logistics Technician | | | | | | | | | |
| Non Exempt | Preschool Teacher | | | | | | | | | |
| Non Exempt | Facilities Operations Technician | | | | | | | | | |
| Non Exempt | Park Ranger | | | | | | | | | |
| General Employee- Grade 2 | | | | | | | | | | |
| | Hourly | \$ 22.51 | \$ 23.64 | \$ 24.82 | \$ 26.06 | \$ 27.36 | \$ 28.73 | \$ 30.17 | \$ 30.92 | |
| Non Exempt | Building Maintenance Worker | | | | | | | | | |
| Non Exempt | Maintenance Worker I | | | | | | | | | |
| Non Exempt | Facilities Operations Technician, Sr. | | | | | | | | | |
| General Employee- Grade 3 | | | | | | | | | | |
| | Hourly | \$ 24.83 | \$ 26.07 | \$ 27.38 | \$ 28.74 | \$ 30.18 | \$ 31.69 | \$ 33.28 | \$ 34.11 | |
| Non Exempt | Administrative Specialist | | | | | | | | | |
| Non Exempt | Accounting Assistant | | | | | | | | | |
| Non Exempt | Building Maintenance Worker, Sr. | | | | | | | | | |
| Non Exempt | Communications Specialist | | | | | | | | | |
| Non Exempt | Golf Professional | | | | | | | | | |
| Non Exempt | Graphic Specialist | | | | | | | | | |
| Non Exempt | Public Education Officer | | | | | | | | | |
| Non Exempt | Recreation Coordinator | | | | | | | | | |
| Non Exempt | Plan Intake Coordinator | | | | | | | | | |
| Non Exempt | Sponsorship and Marketing Specialist | | | | | | | | | |
| General Employee- Grade 4 | | | | | | | | | | |
| | Hourly | \$ 27.18 | \$ 28.54 | \$ 29.97 | \$ 31.47 | \$ 33.04 | \$ 34.69 | \$ 36.43 | \$ 37.33 | |
| Non Exempt | Building Maintenance Worker, Sr. (HVAC) | | | | | | | | | |
| Administrative Support/Board Clerk/Confidential- Grade 1 | | | | | | | | | | |
| | Hourly | \$ 26.82 | \$ 28.16 | \$ 29.57 | \$ 31.04 | \$ 32.60 | \$ 34.23 | \$ 35.94 | \$ 36.84 | |
| Non Exempt | Accounting Specialist | | | | | | | | | |
| Non Exempt | GIS Specialist | | | | | | | | | |
| Non Exempt | Human Resources Specialist | | | | | | | | | |
| Administrative Support/Board Clerk/Confidential- Grade 2 | | | | | | | | | | |
| | Hourly | \$ 27.90 | \$ 29.30 | \$ 30.76 | \$ 32.30 | \$ 33.91 | \$ 35.61 | \$ 37.38 | \$ 38.32 | |
| Non Exempt | Assistant to Fire Chief | | | | | | | | | |
| Administrative Support/Board Clerk/Confidential- Grade 3 | | | | | | | | | | |
| | Hourly | \$ 29.30 | \$ 30.76 | \$ 32.30 | \$ 33.91 | \$ 35.61 | \$ 37.38 | \$ 39.25 | \$ 40.24 | |
| Non Exempt | Assistant to GM/Board Clerk | | | | | | | | | |
| Professional/Supervisor- Grade 1 | | | | | | | | | | |
| | Hourly | \$ 34.56 | \$ 36.29 | \$ 38.10 | \$ 40.01 | \$ 42.01 | \$ 44.11 | \$ 46.32 | \$ 47.47 | |
| Non Exempt | Golf Maintenance Supervisor | | | | | | | | | |
| Non Exempt | Accountant | | | | | | | | | |
| Non Exempt | Building Maintenance Supervisor | | | | | | | | | |
| Non Exempt | Park Ranger Supervisor | | | | | | | | | |
| Non Exempt | Landscape Assistant | | | | | | | | | |
| Non Exempt | Facilities Operations Supervisor | | | | | | | | | |
| Non Exempt | Recreation Supervisor | | | | | | | | | |

**Cosumnes Community Services District
Full Time Salary Schedule**

| | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 ^[2] |
|---|---|---------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|------------------|
| Professional/Supervisor- Grade 2 | | | | | | | | | | |
| Non Exempt | Landscape Architect-Associate | Hourly | \$ 37.23 | \$ 39.10 | \$ 41.05 | \$ 43.11 | \$ 45.26 | \$ 47.53 | \$ 49.90 | \$ 51.15 |
| Professional/Supervisor- Grade 3 | | | | | | | | | | |
| Exempt | EMS Division Performance and Development Coordinator, Asst | Monthly | \$ 7,206 | \$ 7,566 | \$ 7,945 | \$ 8,342 | \$ 8,759 | \$ 9,197 | \$ 9,657 | \$ 9,898 |
| Manager- Grade 1 | | | | | | | | | | |
| Exempt | Management Analyst | Monthly | \$ 6,347 | \$ 6,664 | \$ 6,997 | \$ 7,347 | \$ 7,715 | \$ 8,100 | \$ 8,505 | \$ 8,718 |
| Exempt | IT Business Systems Analyst | | | | | | | | | |
| Exempt | Public Relations Manager | | | | | | | | | |
| Manager- Grade 2 | | | | | | | | | | |
| Exempt | Park Maintenance Manager | Monthly | \$ 7,359 | \$ 7,727 | \$ 8,114 | \$ 8,519 | \$ 8,945 | \$ 9,393 | \$ 9,862 | \$ 10,109 |
| Exempt | Human Resource Analyst | | | | | | | | | |
| Exempt | Recreation Manager | | | | | | | | | |
| Exempt | Construction Project Manager | | | | | | | | | |
| Exempt | Fleet Manager | | | | | | | | | |
| Exempt | Budget Analyst, Sr. | | | | | | | | | |
| Exempt | Management Analyst, Sr. | | | | | | | | | |
| Manager- Grade 3 | | | | | | | | | | |
| Exempt | Facilities Manager | Monthly | \$ 7,876 | \$ 8,270 | \$ 8,684 | \$ 9,118 | \$ 9,574 | \$ 10,052 | \$ 10,555 | \$ 10,819 |
| Exempt | Finance Manager | | | | | | | | | |
| Exempt | Landscape Architect, Sr. | | | | | | | | | |
| Exempt | IT Manager ^[2] | | | | | | | | | |
| Manager- Grade 4 | | | | | | | | | | |
| Exempt | EMS Division Performance and Development Coordinator ^[2] | Monthly | \$ 8,149 | \$ 8,556 | \$ 8,984 | \$ 9,433 | \$ 9,905 | \$ 10,400 | \$ 10,920 | \$ 11,193 |
| | | | | | | | | | | \$ 11,822 |
| Director- Grade 1 | | | | | | | | | | |
| Exempt | Parks and Recreation Director | Monthly | \$ 12,448 | \$ 13,070 | \$ 13,723 | \$ 14,410 | | | | |
| Exempt | Human Resource Director | | | | | | | | | |
| Director - Grade 2 | | | | | | | | | | |
| Exempt | Chief Planning, Design, Construction | Monthly | \$ 13,625 | \$ 14,306 | \$ 15,021 | \$ 15,772 | | | | |
| OTHER BARGAINING GROUPS | | | | | | | | | | |
| Non Exempt | Fire Recruit | Hourly | \$ 32.73 | | | | | | | |
| Management Employee Organization (MEO) | | | | | | | | | | |
| Exempt | Battalion Chief | Monthly | \$ 12,712 | \$ 13,348 | \$ 14,015 | \$ 14,716 | \$ 15,452 | \$ 16,225 | | |
| Exempt | Assistant Fire Chief | Monthly | \$ 14,945 | \$ 15,692 | \$ 16,477 | \$ 17,301 | \$ 18,166 | \$ 19,074 | | |
| Local 522 | | | | | | | | | | |
| Non Exempt | Firefighter | Monthly | \$ 6,240 | \$ 6,552 | \$ 6,879 | \$ 7,223 | \$ 7,585 | \$ 7,964 | \$ 8,363 | |
| Non Exempt | Fire Engineer | Monthly | \$ 7,224 | \$ 7,585 | \$ 7,964 | \$ 8,363 | \$ 8,781 | \$ 9,220 | | |
| Non Exempt | Fire Captain | Monthly | \$ 7,964 | \$ 8,362 | \$ 8,781 | \$ 9,220 | \$ 9,681 | \$ 10,165 | | |
| Non Exempt | Fire Inspector I | Monthly | \$ 5,739 | \$ 6,025 | \$ 6,327 | \$ 6,643 | \$ 6,975 | \$ 7,324 | | |
| Non Exempt | Fire Inspector II | Monthly | \$ 6,767 | \$ 7,105 | \$ 7,460 | \$ 7,833 | \$ 8,225 | \$ 8,636 | | |
| Non Exempt | General Equipment Mechanic I | Monthly | \$ 5,252 | \$ 5,515 | \$ 5,790 | \$ 6,080 | \$ 6,384 | \$ 6,703 | \$ 7,038 | \$ 7,214 |

Salary Schedule Effective Date: 07/01/2020
 Revision Date: 07/01/2020

**Cosumnes Community Services District
 Full Time Salary Schedule**

| | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 ^[2] |
|-------------------------------------|---------------------------------------|---------|-----------|-----------|-----------|-----------|-----------|-----------|----------|------------------|
| Non Exempt | General Equipment Mechanic II | Monthly | \$ 5,790 | \$ 6,080 | \$ 6,384 | \$ 6,703 | \$ 7,038 | \$ 7,390 | \$ 7,760 | \$ 7,954 |
| Teamsters - Full-time Unit | | | | | | | | | | |
| Non Exempt | Park Maintenance Apprentice | Hourly | \$ 20.31 | \$ 20.82 | \$ 21.34 | \$ 21.88 | | | | |
| Non Exempt | Park Maintenance Worker | Hourly | \$ 20.31 | \$ 21.33 | \$ 22.40 | \$ 23.52 | \$ 24.69 | \$ 25.93 | \$ 27.23 | |
| Non Exempt | Park Maintenance Worker, Sr. | Hourly | \$ 23.56 | \$ 24.73 | \$ 25.97 | \$ 27.27 | \$ 28.63 | \$ 30.06 | \$ 31.57 | |
| Teamsters - Supervisors Unit | | | | | | | | | | |
| | | Hourly | \$ 28.70 | \$ 30.14 | \$ 31.65 | \$ 33.23 | \$ 34.89 | \$ 36.63 | \$ 38.46 | |
| Non Exempt | Landscape Maintenance Inspector | | | | | | | | | |
| Non Exempt | Park Maintenance Supervisor | | | | | | | | | |
| CONTRACTED | | | | | | | | | | |
| Exempt | General Manager | Monthly | \$ 19,442 | \$ 20,465 | \$ 21,542 | \$ 22,619 | | | | |
| Exempt | District Counsel | Monthly | \$ 22,768 | | | | | | | |
| Exempt | Fire Chief | Monthly | \$ 19,434 | \$ 20,457 | \$ 21,533 | | | | | |
| Exempt | Deputy Fire Chief | Monthly | \$ 18,509 | \$ 19,483 | \$ 20,508 | | | | | |
| Exempt | Administrator of Parks and Recreation | Monthly | \$ 13,625 | \$ 14,306 | \$ 15,021 | \$ 15,772 | | | | |
| Exempt | Chief Administrative Officer | Monthly | \$ 12,494 | \$ 13,119 | \$ 13,776 | \$ 14,735 | \$ 15,472 | \$ 16,245 | | |

[1] 2.5% COLA Added at Step 8 for all classifications except General Equipment Mechanic I/II

[2] Salary for current incumbents in the IT Manager and EMS Division Performance and Development Coordinator classifications are held at current top step rate as identified above until salary scale catches up or positions are vacated.

Exhibit 2

Salary Schedule Effective Date: 07/01/2020

Revision Date: 07/01/2020

Cosumnes Community Services District Part Time Pay Schedule

| | Step 1 | Step 2 | Step 3 | |
|--|----------|--------------|----------|-----------------------|
| | Hourly | Hourly | Hourly | Hourly ^[1] |
| <u>NON-REPRESENTED GROUP</u> | | | | |
| Seasonal/Part-Time Grade 1 | | | | |
| Intern | \$ 13.00 | \$ 13.50 | \$ 14.00 | |
| Lifeguard | \$ 13.50 | \$ 14.00 | \$ 14.50 | |
| Office Specialist I | \$ 14.00 | \$ 14.50 | \$ 15.00 | |
| Preschool Aide | \$ 13.75 | \$ 14.25 | \$ 14.75 | |
| Recreation Leader | \$ 13.00 | \$ 13.50 | \$ 14.00 | |
| Seasonal/Part-Time Grade 2 | | | | |
| Assistant Pool Manager | \$ 16.25 | \$ 16.75 | | |
| Information Technology Help Desk | \$ 15.00 | \$ 15.50 | \$ 16.50 | |
| Logistics Courier | \$ 15.00 | \$ 15.50 | \$ 16.00 | |
| Lead Lifeguard/Water Safety Instructor (WSI) | \$ 14.75 | \$ 15.25 | \$ 16.00 | |
| Maintenance Aide ^[1] | \$ 15.00 | \$ 15.50 | \$ 16.00 | \$ 17.75 |
| Office Specialist II | \$ 15.50 | \$ 16.25 | \$ 17.00 | |
| Recreation Specialist | \$ 15.50 | \$ 16.00 | \$ 16.50 | |
| Youth Sports Official | \$ 14.50 | | | |
| Seasonal/Part-Time Grade 3 | | | | |
| Site Director ^[1] | \$ 16.50 | \$ 17.00 | \$ 18.00 | \$ 19.00 |
| Pool Manager | \$ 17.00 | \$ 17.50 | | |
| Preschool Instructor ^[1] | \$ 16.50 | \$ 17.00 | \$ 18.00 | \$ 19.00 |
| Seasonal/Part-Time Grade 4 | | | | |
| Assistant Recreation Coordinator | \$ 20.75 | \$ 21.25 | \$ 23.00 | |
| Information System Technician | \$ 24.50 | \$ 25.00 | \$ 25.50 | |
| Rec Instructor (Non-Certified) | \$ 24.00 | | | |
| Rec Instructor (Certified) | \$ 24.50 | \$ 25.75 | \$ 27.25 | |
| Extra Help-Varies per position | | \$20 - \$150 | | |
| <u>Teamsters Represented Group</u> | | | | |
| Park Maintenance Aide | \$ 15.61 | \$ 16.39 | \$ 17.21 | |

[1] Represents pay rate for incumbents who were held at a rate greater than the current schedule. Individuals will remain at the identified rates until scale catches up or the positions are vacated.

Exhibit 3

Salary Schedule Effective Date: 01/01/2021
 Revision Date:

Cosumnes Community Services District Part Time Pay Schedule

| | 1 | 2 | 3 | 4 | 5 |
|--|----------|----------|--------------|----------|----------|
| <u>NON-REPRESENTED GROUP</u> | Hourly | Hourly | Hourly | Hourly | Hourly |
| Seasonal/Part-Time Grade 1 | \$ 14.00 | \$ 14.50 | \$ 15.00 | \$ 15.50 | \$ 16.00 |
| Intern | | | | | |
| Lifeguard | | | | | |
| Office Specialist I | | | | | |
| Preschool Aide | | | | | |
| Recreation Leader | | | | | |
| Seasonal/Part-Time Grade 2 | \$ 16.00 | \$ 16.50 | \$ 17.00 | \$ 17.50 | \$ 18.00 |
| Information Technology Help Desk | | | | | |
| Logistics Courier | | | | | |
| Lead Lifeguard/Water Safety Instructor (WSI) | | | | | |
| Maintenance Aide | | | | | |
| Office Specialist II | | | | | |
| Recreation Specialist | | | | | |
| Recreation Instructor I | | | | | |
| Youth Sports Official | | | | | |
| Seasonal/Part-Time Grade 3 | \$ 17.00 | \$ 17.50 | \$ 18.00 | \$ 18.50 | \$ 19.00 |
| Site Director | | | | | |
| Pool Manager | | | | | |
| Preschool Instructor | | | | | |
| Seasonal/Part-Time Grade 4 | | | | | |
| Assistant Recreation Coordinator | \$ 21.50 | \$ 22.00 | \$ 22.50 | \$ 23.00 | \$ 23.50 |
| Information System Technician | \$ 24.50 | \$ 25.00 | \$ 25.50 | | |
| Recreation Instructor II | \$ 21.00 | \$ 22.50 | \$ 24.00 | \$ 25.50 | \$ 27.00 |
| Extra Help-Varies per position | | | \$20 - \$150 | | |
| <u>Teamsters Represented Group</u> | | | | | |
| Park Maintenance Aide | \$ 15.61 | \$ 16.39 | \$ 17.21 | | |

Exhibit 4

Salary Schedule Effective Date: 01/01/2022
 Revision Date:

Cosumnes Community Services District Part Time Pay Schedule

Proposed - Effective 01/01/2022

NON-REPRESENTED GROUP

| | 1 | 2 | 3 |
|--|----------|--------------|----------|
| | Hourly | Hourly | Hourly |
| Seasonal/Part-Time Grade 1 | \$ 15.00 | \$ 15.50 | \$ 16.00 |
| Intern | | | |
| Lifeguard | | | |
| Office Specialist I | | | |
| Preschool Aide | | | |
| Recreation Leader | | | |
| Seasonal/Part-Time Grade 2 | \$ 17.00 | \$ 17.50 | \$ 18.00 |
| Information Technology Help Desk | | | |
| Logistics Courier | | | |
| Lead Lifeguard/Water Safety Instructor (WSI) | | | |
| Maintenance Aide | | | |
| Office Specialist II | | | |
| Recreation Specialist | | | |
| Recreation Instructor I | | | |
| Youth Sports Official | | | |
| Seasonal/Part-Time Grade 3 | \$ 19.00 | \$ 19.50 | \$ 20.00 |
| Site Director | | | |
| Pool Manager | | | |
| Preschool Instructor | | | |
| Seasonal/Part-Time Grade 4 | | | |
| Assistant Recreation Coordinator | \$ 22.50 | \$ 23.00 | \$ 23.50 |
| Information System Technician | \$ 25.50 | | |
| Recreation Instructor II | \$ 24.00 | \$ 25.50 | \$ 27.00 |
| Extra Help-Varies per position | | \$20 - \$150 | |
| <u>Teamsters Represented Group</u> | | | |
| Park Maintenance Aide | \$ 15.92 | \$ 16.72 | \$ 17.55 |

STAFF REPORT



DATE: August 5, 2020
TO: Board of Directors
FROM: Michael W. McLaughlin, Fire Chief
BY: Paul Zehnder, Deputy Fire Chief
SUBJECT: LICENSE AGREEMENT FOR 800 MHZ RADIO SYSTEM

RECOMMENDATION

The Board of Directors:

- Approves the 10-year agreement with Sacramento County, Sacramento Regional Radio Communications Services (SRRCS), for 800 MHz radio backbone services.
- Authorizes the General Manager to make any non-substantive changes to the Agreement, if any, and execute the Agreement and any related, necessary documents in furtherance of the Agreement.

BACKGROUND/ANALYSIS

Sacramento Regional Radio Communication Systems (SRRCS) is a network of radio communications equipment that supports a regional public safety communication system. SRRCS is an agency within the Sacramento County governance. The Cosumnes Fire Department has been a member agency since the inception of the system and depends on the system for our daily operations. The fire department continues to invest annually as a member agency to support the regional system.

On October 1, 2020 the Cosumnes Fire Department's amended user agreement with Sacramento County for 800 MHz Sacramento Regional Radio Communications System backbone services will expire. The 800 MHz radio backbone service is the radio service that the fire department's mobile and portable radios operate on. This service is imperative to the daily operations for the fire department to communicate with Fire Dispatch and other Sacramento regional fire agencies.

Because this is a multi-agency agreement, staff requests that the Board authorize the General Manager to make any non-substantive changes to the Agreement as may be required to ensure all agencies execute the same document.

FINANCIAL ANALYSIS

The fees paid annually to be on the system is on a per radio basis. Currently, the fire department has 269 radios on the system at a cost of \$330.00 per radio for a total annual cost of \$88,770.00. The fees paid annually are for the operations, maintenance, and updates for the system.

SUSTAINABILITY ANALYSIS

There are not any sustainability impacts.

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

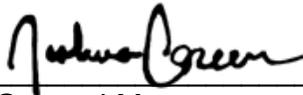
Respectfully submitted,



Michael W. McLaughlin, CFO
Fire Chief

Attachment 1 - SRRCS Agreement

Staff Report recommendation authorized by:



General Manager

Approved as to Form:



General Counsel

Attachment 1

**SACRAMENTO REGIONAL
RADIO COMMUNICATIONS SYSTEM
LICENSING AGREEMENT**

THIS AGREEMENT is made and entered into on this 1st day of July, 2020, by and between the **COUNTY OF SACRAMENTO**, a political subdivision of the State of California and the **INSERT NAME OF AGENCY** (hereinafter referred to as "Agency") which are collectively referred to as the "parties."

RECITALS

WHEREAS, a spirit of cooperation and collaboration has been demonstrated by several public agencies in the Sacramento area to develop a regional solution to meet the individual radio communications need of each agency; and

WHEREAS, the County of Sacramento, in coordination with several public safety and public service entities, has developed the Sacramento Regional Radio Communications System; and

WHEREAS, the Sacramento County Board of Supervisors contracted for the construction of the Sacramento Regional Radio Communications System; and

WHEREAS, the Sacramento Regional Radio Communications System includes a backbone communications system and end user equipment; and

WHEREAS, the Participants have pooled their individual frequencies and rights granted by the FCC; and

WHEREAS, the *insert name of agency* desires to contract with the County of Sacramento for a license for use of the backbone communications system.

WITNESSETH

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE PROMISES HEREIN CONTAINED, IT IS MUTUALLY AGREED AS FOLLOWS:

1. DEFINITIONS

- A. AGREEMENT is defined as this Sacramento Regional Radio Communications System Licensing Agreement.
- B. ANNUAL BACKBONE MAINTENANCE AND OPERATION FEE is defined as the annual fee necessary to recover the direct costs incurred by the County of

Sacramento for maintenance and operation of the Backbone and shall include, but not be limited to, the following:

- 1) Labor rates for County of Sacramento personnel assigned to work on or administer the Backbone. These rates will be the same as those charged by the County of Sacramento Department of Technology to County of Sacramento Departments for the same labor classes. These rates will be monitored and periodically adjusted by the Chief Information Officer as needed to minimize the variance between applied and actual costs. This rate structure is currently subject to federal and state audits for purposes of assuring compliance with grant and funding regulations.
- 2) Costs of all labor, materials, and supplies furnished or purchased for performance of maintenance of the Backbone, including the costs for any repairs, equipment upgrades, or replacements.
- 3) All-Risk Property insurance costs, including reserves for deductibles, for the Backbone.
- 4) Such other direct administrative, financial, and operating costs and charges as are commonly and prudently included in maintenance and operation costs by standard accounting practices, including any legal fees incurred by SRRCS as a result of any action brought against SRRCS and/or any of the Participants relating to services provided by SRRCS.

C. BACKBONE is defined as:

- 1) All trunk repeater site equipment including transmitters, receivers, and supporting electronic equipment; buildings, towers, and power sources.
- 2) All electronic or other equipment or leased services used to interconnect the trunk repeater sites.
- 3) All electronic or other equipment or leased services used to connect dispatch centers to the trunk repeater sites.
- 4) The electronic equipment in the various dispatch centers that appears on the Backbone side of the Demark Point and is used to translate the signals to a suitable audio or digital signal for use by the dispatch center.

D. DEMARK POINT is defined as a location, a point, or a set of points in the same general area, where signals are transferred from the Backbone to End User Equipment.

- E. CHIEF INFORMATION OFFICER of the County of Sacramento is defined as the Director, Department of Technology or Director of another County of Sacramento Department to the extent either has been assigned oversight of the Sacramento Regional Radio Communications System by the Board of Supervisors.
- F. END USER EQUIPMENT is defined as all equipment purchased by and under the control of the Participants.
- G. FCC is defined as the Federal Communications Commission of the United States.
- H. PARTICIPANTS shall be defined as any public agency or municipality, which enters into an agreement similar to this Agreement with the County of Sacramento and is issued a license to use the Backbone by the County of Sacramento. The current Participants are listed in Attachment 2.
- I. PUBLIC SAFETY is defined as law enforcement, fire protection, emergency medical services, and emergency operations.
- J. RADIO is defined as any mobile, portable, control station or base station radio. Although Radios purchased and used solely as maintenance spares are considered as Radios under this definition, such spare Radios shall not be included in the calculation of fees (other than purchase and installation costs of the Radios), voting rights, or other apportionment under this Agreement. .
- K. SCHEDULE is defined as the listing of the total number of Radios to be purchased by Agency as approved by the SMG and attached hereto as Attachment 1.
- L. SECONDARY SYSTEM USER is defined as an agency, which has received approval from the SMG to access the System on a separate revocable contract through one of the System Participants.
- M. SMG is defined as the Sacramento Regional Radio Communications System Management Group, which is comprised as set forth in Article 4.
- N. SYSTEM is defined as the Sacramento Regional Radio Communications System.
- O. SYSTEM MANAGER is defined as the Chief Information Officer.
- P. TAC is defined as the Sacramento Regional Radio Communications System Technical Advisory Committee, which is comprised as set forth in Article 4.
- Q. SYSTEM BUY-IN FEE is defined as the non-refundable total amount to be paid to the County of Sacramento in a lump sum for participation in (non-refundable) the System.

R. VENDOR is defined as the company selected by County of Sacramento to design and supply the System.

2. LICENSE - TERM OF AGREEMENT

During the term of this Agreement and so long as AGENCY is not in significant breach of its terms and conditions, County of Sacramento grants to AGENCY a revocable non-exclusive license to use the Backbone and the System and all components thereof.

This Agreement is effective as of the day and year first hereinabove appearing and shall continue thereafter from year to year until July 1, 2030, unless terminated pursuant to Article 3, 16, or 17.

The parties acknowledge that the Backbone was designed to meet the radio communication needs of the Participants.

If no major capital investment is required to operate the Backbone, then AGENCY and the other Participants shall only be required to pay the County of Sacramento their *pro rata* share of the County of Sacramento's Annual Backbone Maintenance and Operation Fee.

If at any time during the term of this Agreement, it becomes necessary as the result of the action of the FCC or other regulatory or legislative body to expend more money than is available in reserves for the purpose of bringing the System into compliance, AGENCY shall pay its *pro rata* share thereof based upon the formula set forth in Article 8, or, in the absence of an acceptable agreement to do so, the parties will treat participation under this Agreement as having been terminated for convenience pursuant to the following paragraph and Article 16.

In the event this Agreement terminates, the parties shall negotiate in good faith among themselves and the other Participants to arrive at a mutual and satisfactory solution to their then existing radio communications problems. To the greatest extent possible, this solution shall involve sharing of facilities and costs and making use of existing facilities or sites.

3. MAJOR CAPITAL INVESTMENT

The determination whether a major capital investment(s) is required to continue operation of the Backbone shall be made by the SMG with the advice of the TAC or an independent consultant as it deems necessary. The costs, if any, of the determination shall be divided proportionately according to number of Radios owned and operated among the total number of Participants remaining at the time of the determination.

If major capital investment is required to operate the Backbone to extend its useful life, the parties agree that they shall negotiate in good faith with each other and all of the other

Participants to address the terms for financing of the procurement and installation costs of major capital improvements to the Backbone. If the parties cannot agree to the financing terms for such an investment, the County of Sacramento shall no longer be obligated to operate and maintain the Backbone for the benefit of AGENCY or the other Participants, and AGENCY shall no longer be entitled to access the Backbone.

4. SMG AND TAC - CREATION, ORGANIZATION, AND AUTHORITY

A. SMG

- 1) The voting membership of the SMG shall have one member appointed by each Participant.

Each appointing authority shall appoint one alternate voting member who shall have full authority to act in the absence of the member to whom he or she is alternate. All appointments of voting members and alternates shall be communicated in writing to the Chief Information Officer, or the successor thereto, who shall act as Secretary to the SMG. Each Participant shall appoint such auxiliary non-voting members to the SMG as it deems appropriate.

These members shall have full rights to participate in all SMG activities and discussions, except voting. It is expected that each Participant will appoint sufficient members to fully represent all of its communication interests and to provide an SMG of sufficient breadth and depth of knowledge and experience to adequately carry out its responsibilities. Each Participant shall notify in writing or by Email the Chief Information Officer or his designated representative of all such appointments and of the termination or expiration thereof.

- 2). The SMG shall meet on a periodic basis and when requested by the Chief Information Officer or a voting SMG member, but such frequency shall be not less than semi-annually, at a time and place designated by the SMG Chair who shall provide written notice thereof to the members and alternates at least 72 hours in advance of the meeting. Such notice shall include a proposed agenda. Sufficient voting members to carry a majority of the voting power of the SMG shall constitute a quorum thereof.

A majority of the voting power of the full SMG shall be required to act, except for expenditure of reserve funds for essential modifications, which requires a two-thirds vote. Each voting member of the SMG shall have one vote for each Radio, which is part of the System and is owned or controlled by his or her agency. The radio count will be determined by the annual

snapshot conducted in January by the County of Sacramento for annual billing purposes.

- 3) The SMG shall have the authority to:
- a) Elect officers and conduct meetings. The Chair of the SMG shall be elected from among the membership of the SMG for a term of two years. The term will begin on July 1. The Chair may serve additional terms if nominated and elected.
 - b) Advise the Chief Information Officer as to all matters relative to the construction, expansion, operation, and management of the System.
 - c) Approve new Participants and Secondary/Paid Secondary System Users of the System. The County of Sacramento may not allow additional Secondary System Users, nor enter into Agreements with new Participants, without the consent of the SMG. If a new user is a Participant, the SMG shall determine the appropriate fee structure for the Backbone pursuant to Article 12.

The Annual Backbone Maintenance and Operation Fee on account of a Paid Secondary System User shall be the same as if the Secondary System User were an individual Participant, except that the SMG may specify a usage level for the Paid Secondary System User and may reduce its fees by factors, which the SMG considers appropriate, which factors need not be the same for both Fees.

- d) Determine how much capacity, if any, is available to a Participant who wishes to reenter the system after termination of participation pursuant to Article 16 ("terminating party"). In making such determination the SMG shall consider on the one hand that the terminating party has paid or is obligated to pay for certain capacity in the Backbone, and, on the other hand, any commitments of such capacity to other Participants or users, it being the intention of the parties to this Agreement that reentry by any such terminating party shall not be permitted if such reentry causes an unreasonable exhaustion of capacity, diminution of reasonable expectations as to growth and capabilities, or shortening of the expected life of the System beyond that which might reasonably have been expected had the terminating party not terminated participation and the vacated capacity been otherwise committed. No credits will be paid for previously paid Buy-in Fee to terminating party.
- e) Approve expenditure of reserve funds for essential modifications by a two-thirds vote of the total voting power of the SMG.

- f) Establish procedures for, consider, and, to the extent possible, resolve all disputes between the parties or any of the Participants.
- g) To perform such other duties and carry out such other powers as are set forth throughout this Agreement.

B. TAC

- 1) The membership of the TAC shall be one member appointed by each Participant.

Each Participant may provide additional members to represent the interests of the Participant. Representatives on the TAC shall jointly provide services in kind without compensation from the System funding.

- 2) The TAC shall meet on a periodic basis and when requested by a TAC member, the SMG or the Chief Information Officer, but such frequency shall be not less than semi-annually, at a time and place designated by the chairperson of the TAC.
- 3) The TAC shall be the primary body for the review and discussion of technical performance issues concerning the operations, reliability, and maintenance of the System. The TAC shall advise and make suggestions and recommendations concerning operations, reliability, and maintenance for the chairperson to carry forward to the SMG or Chief Information Officer for review and policy direction.

5. **DESIGN OF THE BACKBONE**

The County of Sacramento shall procure and install the Backbone. The parties acknowledge that the Backbone may be designed and constructed at an operational efficiency level, which is less than the optimum design capacity of the Backbone as a means of reducing the costs of procurement and installation of the Backbone. The initial level of operation was essentially determined with input and advice from the SMG and the TAC. The continuing enhancements shall be determined by the Chief Information Officer with input and advice from the SMG and the TAC.

6. **OWNERSHIP OF BACKBONE**

County of Sacramento shall hold legal title to all equipment comprising the Backbone during the term of this Agreement and upon its expiration, termination, or cancellation.

7. **MAINTENANCE AND OPERATION OF BACKBONE**

County of Sacramento shall be solely responsible for maintenance and operation of the Backbone, including the costs for any repairs and replacements, and subject to recovery of costs therefore pursuant to Articles 1 and 8 hereof. County of Sacramento shall devote as much staff time as it deems necessary for Backbone operations to minimize any downtime or disruptions to radio communications by Participants.

8. ANNUAL BACKBONE MAINTENANCE AND OPERATION FEE

AGENCY shall pay the County of Sacramento an annual fee for Maintenance and Operation of the Backbone each year during the term of this Agreement to be calculated as follows:

$$g \times \frac{c}{d} = \textit{Annual Backbone Maintenance and Operation Fee}$$

Where:

- c = The total number of radios owned and operated by AGENCY as of January 1st of each year or the number of radios AGENCY intends to operate on execution of this agreement whichever is greater.
- d = The total number of Radios owned and operated by all Participants as of January 1st of each year
- g = Total annual County of Sacramento Maintenance and Operation Costs as set forth in the definition of Annual Backbone Maintenance and Operation Fee in Section B of Article 1 above.

The County of Sacramento shall send AGENCY an invoice for the amount of the Annual Backbone Maintenance and Operation Fee on or about May 1st of each year. This fee shall be due and payable not later than July 1st of each year. Interest shall accrue at the rate of ten percent (10%) per annum from the July 1 due date.

INITIAL PAYMENT The initial payment of the Annual Backbone Maintenance and Operation Fee payment shall be pro-rated for the first year of participation in the system. The formula for fee calculation for the initial payment shall be calculated as follows:

(Annual Backbone Maintenance and Operations Fee per radio for fiscal year Agency executes the agreement) X (days until June 30) / 365.

Significant Increase in Radio Count During the Year: If AGENCY adds 10%, or more, additional radios during the fiscal year the County of Sacramento may send AGENCY a supplemental invoice which shall be payable on receipt.

9. PURCHASE OF END USER EQUIPMENT

County of Sacramento agrees that AGENCY may purchase its End User Equipment directly from an equipment vendor, using County of Sacramento contracts if available. The parties acknowledge that all warranties for such equipment are only enforceable against the vendor and County of Sacramento makes no express or implied warranty for End User Equipment.

10. PURCHASE AND USE OF SECONDARY SYSTEM USER EQUIPMENT

AGENCY may purchase End User Equipment for Secondary System Users (or may authorize such Secondary System User to purchase directly pursuant to the terms of the County of Sacramento's contracts) if available for use within the System provided:

- A. The Secondary System User agrees in writing that it will comply with all applicable terms and conditions of this Agreement, all applicable regulatory requirements, and all rules, regulations, and policies pertaining to System usage.
- B. AGENCY shall be responsible to County of Sacramento for payment of all amounts due to County of Sacramento as a result of the purchase and use of such equipment.

Any Secondary System User shall enter into a written agreement with the Participant through whom its System usage is derived in the form provided by the County of Sacramento. Such agreement shall be subject to all terms and conditions developed by the SMG. If applicable, the agreement shall provide for the Annual Backbone Maintenance and Operation Fee to be paid on account of a Secondary System User in accordance with the determination of the SMG. Such Fees shall be paid to the County of Sacramento by the Participant through whom the System usage is derived.

The proposed agreement between the Participant and Secondary User shall be submitted to the TAC for review unless waived by TAC or SMG. If submitted to TAC for review, TAC may provide a recommendation to the SMG. The SMG must approve all agreements for Secondary System Users.

In the event the Secondary System User ceases participation in the System, the Radios used by it may be taken out of operation, in which case both Fees will cease at the end of the then current fiscal year, or may be continued in usage by the Participant, in which case the Fees will be charged to the Participant on the same basis as all other Radios owned by the Participant.

11. OPERATION OF RADIOS

The County of Sacramento shall assign an identification number for each Radio purchased pursuant to and during the term of this Agreement. No Radio or other device may be placed in use within the System without first being approved as to compatibility by the SMG or the System Manager.

12. SYSTEM OPERATIONS

County of Sacramento and AGENCY agree that policy or management decisions regarding the design of the Backbone and the level of operation and maintenance of the System shall be under the jurisdiction of the Chief Information Officer. The Chief Information Officer shall be responsible for administration of this Agreement and the System. The SMG shall advise the Chief Information Officer in accordance with Article 4. In the event the Chief Information Officer reports to County of Sacramento's Board of Supervisors and any recommendation therein is contrary to advice rendered by the SMG, the Chief Information Officer shall state to the Board of Supervisors the position of the SMG. The Chief Information Officer shall inform the SMG of the date and time of the Board Report to give the SMG representative an opportunity to present the position of the SMG. The SMG representative shall be selected from those members of the SMG representing the majority opinion. Technical operation decisions shall be subject to the advice of the TAC with the approval of the SMG.

The Chief Information Officer, with the advice and consent of the SMG, may make rules, regulations and policies with respect to the System and its usage, and all users shall comply with those rules, regulations, and policies. In addition, all users shall comply with all applicable provisions of this Agreement and with all applicable regulations of the FCC or any other governmental agency having jurisdiction over System usage.

The Chief Information Officer shall issue annually to all Participants a financial statement showing the financial condition of the System. Such statement need not be reviewed by an independent accountant unless the SMG so directs and approves the necessary expenditure. An annual proposed budget shall be prepared and distributed to all Participants and the SMG at least 30 days prior to its final adoption.

The County of Sacramento may contract with any Participant or Secondary System User for additions or improvements to the System provided that the cost thereof is borne in a manner which does not affect non-consenting parties and the additions or improvements are approved by the SMG.

The County of Sacramento may contract with additional agencies for use of the System. Any such contract shall be upon essentially the same terms and conditions as this

Agreement and shall provide that such new Participant shall have the same rights, duties, and obligations as the original Participants. Any such contract shall require the payment by the new Participant of an appropriate Buy-In Fee that recognizes the contributions of the participating agencies in the development of the radio system. The Buy-In Fee shall be in an amount recommended to the Chief Information Officer by the SMG.

Any such contract shall be first approved by the SMG as to availability of capacity. Any such contract may provide for a lump sum payment of the Buy-In fee or may allow the new Participant to pay such fee with interest over a period of time acceptable to the SMG.

AGENCY shall pay the Buy-In Fee in the amount and in the manner described in Attachment 1; or, as an alternative to the Buy-In Fee, AGENCY may substitute compensation in the form and amount as described in Attachment 1.

13. FREQUENCY ALLOCATION

The County of Sacramento and AGENCY agree that if additional frequency capacity is desired to be added to the System, AGENCY, after approval by the SMG, may apply to the FCC for a license and shall pay all applicable fees.

Several of the Participants have frequencies that have been assigned to them by the FCC. The parties agree that these frequencies will be pooled for use by all of the Participants and users during the term of this Agreement and shall be subject to the management of the County of Sacramento and the System Manager. Each Participant retains all rights to the frequencies it has pooled.

14. PUBLIC SAFETY PRIORITY

The County of Sacramento and AGENCY agree that Public Safety shall be given priority access to the communications functions of the System over other uses of the Backbone.

15. RADIO SYSTEM COVERAGE

The County of Sacramento makes no warranty or guarantee of any kind whatsoever including but not limited to indoor and outdoor radio coverage. The County of Sacramento has no role in resolution of indoor radio coverage issues/complaints in any type of buildings or structures. Indoor radio coverage and solutions either by BDA's or DAS systems are governed by the local Fire Marshall and the local Fire codes and ordinances.

Outdoor radio coverage issues/complaints will be reviewed by the County of Sacramento. The County of Sacramento will make a determination if the problem is being caused by interference/equipment malfunction or by inadequate system coverage in that area. If interference is found, the County of Sacramento will attempt to intervene with the responsible parties to eliminate the source of interference to the extent determined

appropriate by the County of Sacramento. SRRCS will attempt to repair all Backbone malfunctions in a timely manner.

Upon receiving a complaint of outdoor coverage problems and at the request of a Participant, if outdoor radio coverage problems are due to inadequate radio Delivered Audio Quality (DAQ) of 3.4, and cannot be resolved without new construction of radio facilities, The County of Sacramento will request a meeting with the SMG to inform them of the findings and discuss a solution to fund any new construction to resolve the issues, if possible to the extent determined appropriate by the County of Sacramento.

16. TERMINATION OF PARTICIPATION FOR CONVENIENCE

AGENCY may terminate its participation in use of the Backbone pursuant to this Agreement for its convenience at any time upon 120 days advance written notice. In the event that participation is terminated, AGENCY shall no longer be entitled to access the Backbone or membership on the SMG or TAC, and shall be relieved from payment of the Annual Backbone Maintenance and Operation Fee on a prorated basis for the Backbone until such time as AGENCY elects to recommence participation by providing 120 days advance written notice of its election. Any such recommencement of participation shall be effective as of July 1st next following the expiration of the 120 day notice period, and will require a new licensing agreement.

17. CANCELLATION FOR BREACH

Should either party fail to substantially perform its obligations in accordance with the Agreement provisions, the other party shall thereupon have the right to serve upon the breaching party a written notice of breach and requirement to cure. The notice shall advise the other party of the nature of the breach and provide a reasonable opportunity to cure.

Such opportunity shall provide a minimum of 30 days (seven days in the case of non-payment of money) following the date of service in which to cure the default, or, if the default is of such a nature that it cannot reasonably be cured within 30 days, to provide a plan for curing and to commence the cure and diligently prosecute it to completion.

If the breaching party fails to cure within the period specified, the other party may serve upon the breaching party written notice of cancellation specifying the reasons therefore and the date of cancellation, which shall not be sooner than 30 days following the date the notice is served.

If AGENCY cancels for breach and it is subsequently determined that County of Sacramento did not fail to substantially perform its obligations in accordance with the Agreement, then cancellation for breach by AGENCY shall be deemed and treated as termination of participation for convenience.

The parties agree that the rights granted under this Agreement for use of the System are unique, and in the event of a breach of the Agreement by either party, the remedy of cancellation may be inadequate. Therefore, in the event of a material breach by either party, the other party shall be entitled to the remedy of specific performance and any other remedy available at law or in equity.

18. REMEDIES OF COUNTY OF SACRAMENTO UPON TERMINATION OR BREACH

- 1) In the event of termination by AGENCY of participation for convenience, County of Sacramento shall continue to bill AGENCY for all radios that continue to operate on the Backbone, and AGENCY shall be obligated to continue to pay such billings in the same time and manner as had there been no termination.
- 2) In the event of the failure of AGENCY to make any payment required herein when due, County of Sacramento may bring an action for the recovery of such payment and interest thereon. With respect to payments not yet due at the time of breach, County of Sacramento may bring an action, or actions, from time to time as such payments become due. The exercise of any right provided in this Agreement shall not preclude the County of Sacramento from exercising any other right so provided or at law, remedies provided herein or at law being cumulative and not exclusive.
- 3) If AGENCY has terminated participation in accordance with Article 16, the County of Sacramento shall be free to contract for and license the use of any capacity previously used by and any frequencies pooled by AGENCY pursuant to the provisions of this Agreement, which are not taken by AGENCY upon termination of participation. Any right of AGENCY to revoke the termination and rejoin the system shall be subject to availability of capacity and frequencies at the time of re-application.
- 4) If this Agreement is terminated for any reason, there shall be no refund to AGENCY of any Buy-in Fee paid by AGENCY.

19. INDEMNIFICATION

To the extent permitted by law, each party hereto agrees to defend, indemnify, protect, save and keep harmless the other party and its respective governing board, directors, officers, employees, authorized agents and volunteers, and its successors and assigns from and against any and all liabilities, obligations, losses, damages, penalties, fines, claims, actions, suits, costs and expenses and disbursements (including legal fees and expenses) of any kind and nature imposed in, asserted against, incurred or suffered by such indemnified party or its directors, officers or employees or its successors and assigns by reason of damage, loss

or injury (including death) of any kind or nature whatsoever to persons or property caused by or in any way relating to or arising out of:

(i) any negligent act or action, or any neglect, omission or failure to act when under a duty to act on the part of the indemnifying party or any of its governing board, directors, officers, authorized agents and volunteers, or employees in its or their performance hereunder; or;

(ii) violation by the indemnifying party or any of its governing board, directors, Officers, authorized agents and volunteers, or employees of any applicable federal, state or local laws and ordinances, and any and all lawful orders, rules and regulations issued by any authority with jurisdiction over the System.

It is the intent of the parties that, where the negligent or intentional acts or omissions of the parties, their respective boards, directors, officers, authorized agents and volunteers, or employees are determined to have been contributory, the principals of comparative negligence as applied and followed and each party shall bear the proportionate cost attributable to its own negligent or intentional acts or omissions.

The parties shall establish procedures to notify the other party where appropriate of any claims, administrative actions, or legal actions with respect to any of the matters described in this indemnification provision. The parties shall cooperate in the defense of such actions brought by others with respect to the matters covered in this indemnity. This indemnity obligation shall not be limited by the types and amounts of insurance or self-insurance maintained by the parties. Nothing set forth in this Agreement shall establish a standard of care for, or create any legal rights in, any person not a party to this Agreement. The provisions of this indemnity obligation shall survive the expiration or termination of the Agreement.

County of Sacramento's indemnification costs shall not be subject to recoupment as a Backbone operating cost.

20. INSURANCE or SELF-INSURANCE

Each party (COUNTY & AGENCY), at its sole cost and expense, shall carry insurance – or self-insure - its activities in connection with this Agreement, and obtain, keep in force and maintain, insurance or equivalent programs of self-insurance, for general liability and workers compensation adequate to cover its potential liabilities hereunder. Each party agrees to provide the other thirty (30) days' advance written notice of any cancellation, termination or lapse of any of the insurance or self-insurance coverages. Failure to maintain insurance as required in this Agreement is a material breach of contract and may be grounds for termination of the Agreement.

21. RELATIONSHIP BETWEEN THE PARTIES

Nothing herein shall be construed to create, nor do the County of Sacramento or AGENCY intend to create by the terms hereof, any contractual or other relationship, whether expressed or implied, of joint power, joint venture, partnership, principal-agent, independent contractor, or master-servant. It is expressly contemplated by the parties that the County of Sacramento will execute with each of the Participants an agreement essentially the same as this agreement and that those agreements and this Agreement will be considered together and will form the legal framework for the System. Any amendment to this form Agreement between County of Sacramento and any Participant for the benefit of a Participant shall first be approved by the SMG and shall be offered to all other Participants.

22. ASSIGNMENT - SUCCESSORS AND ASSIGNS

Neither party may assign this Agreement in whole or in part, nor any right, duty, or obligation provided herein, without the express written consent of the other party. The rights and liabilities set forth herein shall inure to the benefit and bind successors and assigns of the parties to this Agreement but shall not inure to the benefit of any third party or person. (remove comma)

23. MAINTENANCE OF RECORDS

The County of Sacramento shall maintain for a period of three years all books, records, documents, and other evidence directly pertinent to work under the Agreement in accordance with generally accepted accounting principles and practices. The County of Sacramento shall also maintain for a period of three years the financial information and data used by County of Sacramento in the preparation or support of the proposed or actual costs under the Agreement.

24. AUDIT

The County of Sacramento agrees to permit AGENCY, or its duly authorized representatives, to inspect all work, materials, payrolls and other data and records in regards to any proposed or actual costs under this Agreement at any reasonable time during the term of this Agreement. The County of Sacramento shall have the right to inspect and audit at any reasonable time the books, records and facilities of AGENCY relating to the System for the purpose of assuring compliance with the terms and conditions of this Agreement.

25. NOTICES

instrument. Signatures scanned and transmitted electronically shall be deemed original signatures for purposes of this Agreement, with such scanned signatures having the same legal effect as original signatures. This Agreement may be executed through the use of an electronic or digital signature and will be binding on each party as if it were physically executed.

30. CAPTIONS

The headings or captions to the Articles of this Agreement are not a part of the Agreement and shall have no effect upon the construction or interpretation of any part thereof.

31. SEVERABILITY

If any term, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, the remainder of the Agreement shall remain in effect.

32. SURVIVORSHIP

Any responsibility for insurance or indemnity with respect to services provided under this Agreement shall not be invalidated due to the expiration, termination, or cancellation of this Agreement.

33. MEDIATION

In the event of a dispute between the parties arising under the terms of this Agreement, the parties shall submit their dispute to the SMG for review prior to initiating any legal proceedings. The SMG shall hold a hearing at which each party shall be entitled to present its case. The determination of the SMG regarding the merits of the claim and its proposed resolution shall be non-binding. Each party shall be responsible for their own costs of mediation.

34. ARBITRATION

If, at any time, there occurs a controversy or dispute regarding the rights, duties and obligations of the parties concerning any provision set forth in this entire Agreement, excluding a dispute over the payment of money due under Article 18 (2), such controversy or dispute if not resolved by non-binding dispute resolution shall be conclusively determined by arbitration as follows:

- A. Within 10 days after notice by any party to the other requesting arbitration, one arbitrator shall be appointed for each party by that party. Notice of such appointment when made shall be given by that party to the other.

- B. The two arbitrators shall forthwith choose a third arbitrator after appointment of the second to act with them. If either party fails to appoint an arbitrator or if the two arbitrators shall fail to choose a third arbitrator within twenty (20) days of the appointment of the second, upon application of either party, an arbitrator or the third arbitrator shall then be promptly appointed by the then presiding judge of the Superior court of the State of California in and for the County of Sacramento acting in his or her individual capacity.
- C. Except as provided herein to the contrary, the arbitration shall be in conformity with and subject to sections 1280 through 1294.4 of the Code of Civil Procedure of California.
- D. The arbitrators shall conduct hearings in the City of Sacramento, State of California. The arbitrators shall proceed with due dispatch and shall, if reasonably possible, make a decision within sixty days after the appointment of third arbitrator. The decision of any two of three arbitrators shall be binding, final and conclusive on the parties. Such decision shall be in writing and delivered to the parties in such form that a judgment may be entered in any court of the State of California having jurisdiction thereof.
- E. Each party shall pay all costs of the arbitrator appointed by that party. All other costs of the arbitration shall be shared equally.

The arbitrators appointed pursuant to this provision shall be independent and knowledgeable in radio communication matters as well as the subject matter of the dispute or controversy. It is agreed that the decision of the arbitrators may include equitable remedies, as the arbitrators may deem appropriate. In the event of emergency or other circumstances, which require a decision of the arbitrators sooner than the above timetable will permit, the arbitrators shall meet and confer immediately upon appointment and establish a timetable to complete the arbitration and render a decision on a timely basis as required by the circumstances

35. AMBIGUITIES

The parties have each carefully reviewed this Agreement and have agreed to each term of this Agreement. No ambiguity shall be presumed to be construed against either party.

36. INTEGRATION

This Agreement embodies the entire agreement of the parties in relation to the scope of services herein described, and no other understanding whether verbal, written, or otherwise exists between the parties.

37. AMENDMENTS

This agreement may be modified by presentation of the proposed changes and affirmative majority vote of the SMG. All amendments must be written and signed by both parties.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the day and year first hereinabove appearing.

COUNTY OF SACRAMENTO
a Political Subdivision of
the State of California

AGENCY

By: _____
Chief Information Officer

By: _____
Title of person signing

Approved as to Form

Approved as to Form

By: _____
Supervising Deputy County Counsel

By: _____
Legal Counsel

**SACRAMENTO REGIONAL RADIO COMMUNICATIONS SYSTEM
LICENSING AGREEMENT**

ATTACHMENT 1

Schedule of Intended Radio Acquisitions

APPLICANT AGENCY: NAME

Number of Operational Radios:

Buy-In Fee: # radios x \$rate per radio = \$fee

Rate per radio effective for date is \$x

Pro-rated Annual Backbone Maintenance and Operations Fee and Fee for Enhancements shall be based on the following:

Per radio fee for FY = \$
Effective (*insert start date*) Pro-rated rate is \$XX.XX

All Fees are payable within 30 days of execution of this Agreement.

**SACRAMENTO REGIONAL RADIO COMMUNICATIONS SYSTEM
LICENSING AGREEMENT**

ATTACHMENT 2

Current SRRCS Participants

Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF)
California Department of Corrections and Rehabilitation
California Department of Transportation (Caltrans)
City of Davis including Davis Police and Fire
City of Citrus Heights including the Police and other City departments
City of Folsom including the Police and other City departments
City of Elk Grove including the Police and other City departments
City of Galt including the Police and other City departments
City of Rancho Cordova including other City departments
City of Sacramento including the Police, Fire, and other City departments
City of West Sacramento including the Police, Fire, and other City departments
County of Sacramento including the Sacramento Sheriff's Department, the Department of Airports, the Coroner, the District Attorney, and other County departments
Elk Grove Unified School District
Elk Grove Water Service
Fulton-El Camino Park District Police Department
Los Rios Community College District
Sacramento Regional Fire/EMS Communications Center including Cosumnes River Community Services District Fire Department, Courtland Fire Protection District, Folsom Fire Department, Herald Fire Protection District, Sacramento City Fire Department, Sacramento Metropolitan Fire District, Walnut Grove Fire Protection District, Wilton Fire Protection District, and the hospital's within the regional area
Rancho Murieta Community Services District
Sacramento Regional Transit District
Sacramento Transportation Authority
Twin Rivers Unified School District Police Services
UC Davis including Police, Fire Campus and Hospital
Washington Unified School District

ATTACHMENT 3

TalkGroup Etiquette

| Primary Point of Contact | Secondary Point of Contact |
|---|---|
| Name: | Name: |
| Address: City, State, Zip: Office Telephone: Cell Phone: | Address: City, State, Zip: Office Telephone: Cell Phone: |
| Email: | Email: |

We, _____ agree to the following terms as primary members of SRRCS:
Agency Name

- The Emergency button on our radios will be disabled unless the Agency has their own dispatch center or are specifically contracted by a dispatch center to operate on their talkgroup and use the Emergency button. In the future, if our Agency's needs change regarding the emergency button, we will bring the matter to TAC for discussion and coordination. All Secondary User requests to activate the emergency buttons on their radios must be approved by the SMG.
- We will primarily and routinely utilize only our assigned talkgroups.
- The non-emergency use of another agency's talkgroup requires a pre-arranged operational plan or contract with the talkgroup's owner.
- The points of contact above are knowledgeable; and have the means to immediately resolve issues pertaining to using the SRRCS radio system.
- We will provide training to all of our staff utilizing the SRRCS radio system regarding proper talkgroup protocols as outlined herein, and any changes hereto.
- Our agency understands and agrees to notify, when possible, the appropriate SRRCS dispatch center prior to conducting operations in their area that may have a potential of requiring emergency support.
- Our agency understands and agrees to respond to dispatcher inquiries regarding "Accidental Key-ups". The appropriate response to these inquiries will be similar to "our agency's name XXX accidental".
- In the case of life-threatening events, i.e. "shots fired", "one at gun-point", "physical", etc., we understand, and agree that SRRCS dispatchers may not be aware of our location, and they will require our staff to include any additional information needed to provide them with assistance.

AGREEMENT/Insert name of agency

May 12th, 2020

STAFF REPORT



DATE: August 5, 2020

TO: Board of Directors

FROM: Joshua Green, General Manager

BY: Carolyn Baptista, Senior Management Analyst

SUBJECT: AGENDA MANAGEMENT SOFTWARE

RECOMMENDATION

The Board of Directors (“Board”) authorizes the General Manager to enter into an agreement with CivicPlus Civic Clerk Agenda Management Software (“AMS”) system.

BACKGROUND/ANALYSIS

On May 6, 2020, the Board approved Package FY20Q3_03 which authorized staff to purchase and implement an Agenda Management Software (“AMS”) system. An AMS software will accelerate workflows and approval processes, automate preparation and distribution, and streamline the entire Board Agenda preparation process from beginning to end. The software will provide a platform for the Board and public to view agendas, and minutes. This software will enhance the community’s experience in viewing the District’s board agendas and staff reports.

Staff conducted a Request for Proposals (“RFP”) for an AMS system and received three proposal submissions (Table A). Software demonstrations from all vendors were provided to the AMS Review Team which consisted of the Clerk of the Board, Assistant to the Fire Chief, Information Technology Manager, and Senior Management Analyst.

Table A: AMS Proposals

| Vendor | First Year | Annual |
|---------------|-------------------|---------------|
| CivicClerk | 16,186.00 | 9,135.00 |
| Granicus | 10,625.00 | 11,368.75 |
| Provox | 13,030.00 | 8,750.00 |

Though each product offered the capability, in various methods, of meeting the majority of the functions, efficiencies, and processes the District indicated in the RFP, the Review Team recommends moving forward with CivicClerk as it will allow staff a continuous transition and alignment with the District website and District live streaming media, in addition to providing a single sign on process. CivicClerk is a division of CivicPlus, who is the vendor for the District’s website and streaming video. Using CivicClerk will allow for a seamless tie into the current website to include search functionality, viewing of agenda and minutes posting, and alignment with video stream/recording. CivicPlus has been developing, maintaining, and hosting municipal websites since 1995 and currently has

over 4,000 local government clients. Implementation of the CivicClerk AMS system will take approximately eight weeks.

FINANCIAL ANALYSIS

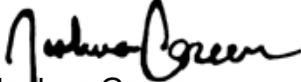
The commitment to purchase the AMS software is \$16,186 for the first year and \$9,135 each additional year. Funding for the first-year purchase are included in the FY 2020/21 budget, and were previously approved by the Board of Directors and ongoing costs will be included subsequent fiscal year budgets.

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,



Joshua Green
General Manager

Attachment: Agreement

Approved as to Form:



General Counsel



CivicPlus

302 South 4th St. Suite 500
Manhattan, KS 66502
US

Master Services Agreement:
Cosumnes Community Services District CA

THIS Master Services Agreement (“Agreement”) is agreed to by and between CivicPlus, LLC., d/b/a CivicPlus (“CivicPlus”) and Cosumnes Community Services District CA; (“Client”) (referred to individually as “Party” and jointly as “Parties”) and shall be effective as of the later date of signing indicated at the end of this Agreement (“Effective Date”).

RECITALS

I. WHEREAS, CivicPlus is engaged in the business of developing, marketing and selling custom community engagement and government management platforms and services that include but are not limited to web sites, web interfaces and portals and proprietary software systems and associated modules; in addition to project development, design, implementation, support and hosting services for same;

II. WHEREAS, Client wishes to engage in a relationship with CivicPlus for such services and/or license for the development and use of proprietary software developed and owned by CivicPlus;

III. WHEREAS, Client and CivicPlus have agreed to certain terms as set forth in this Agreement by this written instrument duly executed by the Parties;

NOW, THEREFORE, Client and CivicPlus agree as follows:

Term & Termination

1. This Agreement shall commence on the date set forth below and shall remain in full force and effect during the term of any associated or attached Statement of Work (“SOW”) between CivicPlus and Client. This Agreement and any associated or attached SOW will continue under the conditions set forth herein until terminated by either Party as specifically authorized herein.
2. Either Party may terminate this Agreement or any associated SOW at the end of the SOW term by providing the other Party with 60 days’ written notice prior to the SOW renewal date.
3. Upon termination of this Agreement or any associated or attached SOW, the licenses granted for such relevant SOW by Section 15, below, will terminate; Client shall cease all use of the CivicPlus Property (as defined herein) associated with the terminated SOW.
4. Notwithstanding the above, in the event this Agreement or any SOW is terminated, for any reason, prior to payment in full being made by Client for work completed by CivicPlus, any outstanding invoices or future planned billing for the development of Client’s chosen government management platform and/or services, as defined in the SOW (“Project Development”), shall immediately become due in full.

Statements of Work

5. CivicPlus agrees to perform services and/or produce deliverables in accordance with the SOW in consideration of the fees owed by Client in described in the same SOW. Multiple and successive SOW may be entered into and shall be attached hereto. Such SOWs are incorporated into this Agreement by reference and subject to the terms & conditions contained herein pursuant to Section 27.

Invoicing & Payment Terms

6. Invoices shall be sent electronically to the individual/entity designated in the SOW's contact sheet, to be filled out and submitted by Client. Client shall provide accurate, current and complete information of Client's legal business name, address, email address, and phone number, and maintain and promptly update this information if it should change. Upon request CivicPlus will mail invoices, and the Client will be charged a \$5.00 convenience fee.

7. Payment is due 30 days from date of invoice. Unless otherwise limited by law, a finance charge of 1.5 percent (%) per month or \$5.00, whichever is greater, will be added to past due accounts. Payments received will be applied first to finance charges, then to the oldest outstanding invoice(s).

8. If the Client's account exceeds 60 days past due, support will be discontinued until the Client's account is made current. If the Client's account exceeds 90 days past due, Annual Services will be discontinued, and the Client website, modules, interfaces or portals will no longer be active until the Client's account is made current. Client will be given 30 days' notice prior to discontinuation of services for non-payment.

9. If the Client requests a change in the timeline set forth and agreed upon at the beginning of the services, and such change causes CivicPlus to incur additional expenses (i.e. airline change fees, consultant fees), Client agrees to reimburse CivicPlus for those fees. Not to exceed \$1,000 per CivicPlus resource per trip. CivicPlus shall notify Client prior to incurring such expenses and shall only incur those expenses which are approved by Client.

Ownership & Content Responsibility

10. Upon full and complete payment of submitted invoices for any SOW Project Development Fees, Client will own the website graphic designs, webpage or software content, module content, importable/exportable data, and archived information as created by CivicPlus on behalf of Client pursuant to this Agreement ("Customer Content").

11. Upon completion of any SOW Project Development, Client will assume full responsibility for website, software or module content maintenance and administration. Client, not CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Content.

12. Client agrees that CivicPlus shall not migrate, convert, or port content or information that could reasonably be construed to be time-sensitive, such as calendar or blog content, in any Project Development.

13. Client will make a reasonable attempt to work with CivicPlus, if requested, to create a news item to be released in conjunction with their project Go-Live date. Client will provide CivicPlus with contact information for local and regional media outlets. CivicPlus may use the press release in any marketing materials as desired throughout the term of this Agreement.

Intellectual Property & Ownership

14. Intellectual Property of any software or other original works created by or licensed to CivicPlus prior to the execution of this Agreement ("CivicPlus Property") will remain the property of CivicPlus. Client shall not (i) license, sublicense, sell, resell, reproduce, transfer, assign, distribute or otherwise commercially exploit or make available to any third party any CivicPlus Property in any way; (ii) modify or make derivative works based upon any CivicPlus Property; (iii) create Internet "links" to the CivicPlus Property software or "frame" or "mirror" any CivicPlus Property administrative access on any other server or wireless or Internet-based device; or (iv) reverse engineer or access any CivicPlus Property in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of any CivicPlus Property, or (c) copy any ideas, features, functions or graphics of

any CivicPlus Property. The CivicPlus name, the CivicPlus logo, and the product and module names associated with any CivicPlus Property are trademarks of CivicPlus, and no right or license is granted to use them.

15. Provided Client complies with the terms and conditions herein, the relevant SOW, and license restrictions set forth in Section 14, CivicPlus hereby grants Client a limited, nontransferable, nonexclusive, license to access and use the CivicPlus Property associated with any valid and effective SOW associated with this Agreement, for the term of the respective SOW.

Indemnification

16. To the extent permitted by the law of Client's state, Client and CivicPlus shall defend, indemnify and hold the other Party, its partners, employees, and agents harmless from and against any and all lawsuits, claims, demands, penalties, losses, fines, liabilities, damages, and expenses including attorney's fees of any kind, without limitation, arising out of the negligent actions and omissions, or intentionally malicious actions or omissions of the indemnifying Party or its partners, employees, and agents, directly associated with this Agreement and the operations and installation of software contemplated by this Agreement. This section shall not apply to the extent that any lawsuits, claims, demands, penalties, losses, fines, liabilities, damages, and expenses is caused by the negligence or willful misconduct on the part of the other Party.

Client Responsibilities

17. CivicPlus will not be liable for any act, omission of act, negligence or defect in the quality of service of any underlying carrier, licensor or other third-party service provider whose facilities or services are used in furnishing any portion of the service received by the Client.

18. CivicPlus will not be liable for any failure of performance that is caused by or the result of any act or omission by Client or any entity employed/contracted on the Client's behalf.

19. Client agrees that it is solely responsible for any solicitation, collection, storage, or other use of end-users' personal data on any website or online service provided by CivicPlus. Client further agrees that CivicPlus has no responsibility for the use or storage of end-users' personal data in connection with the website or the consequences of the solicitation, collection, storage, or other use by Client or by any third party of personal data.

20. To the extent it may apply to any service or deliverable of any SOW, user logins are for designated individuals chosen by Client ("Users") and cannot be shared or used by more than one User. Client will be responsible for the confidentiality and use of User's passwords and User names. Client will also be responsible for all electronic communications, including those containing business information, account registration, account holder information, financial information, Client data, and all other data of any kind contained within emails or otherwise entered electronically through any CivicPlus Property or under Client's account. CivicPlus will act as though Client will have sent any electronic communications it receives under Client's passwords, user name, and/or account number. Client shall use commercially reasonable efforts to prevent unauthorized access to or use of any CivicPlus Property and shall promptly notify CivicPlus of any unauthorized access or use of any CivicPlus Property and any loss or theft or unauthorized use of any User's password or name and/or user personal information.

21. Client shall comply with all applicable local, state, and federal laws, treaties, regulations, and conventions in connection with its use of any of the services or CivicPlus Property.

Limitation of Liability

22. CivicPlus' liability arising out of or related to this Agreement, or any associated SOW, will not exceed the Annual Services Fee paid by Client in the year prior to such claim of liability.

23. In no event will CivicPlus be liable to Client for any consequential, indirect, special, incidental, or punitive damages arising out of or related to this Agreement.

24. The liabilities limited by Section 22 and 23 apply: (a) to liability for negligence; (b) regardless of the form of action, whether in contract, tort, strict product liability, or otherwise; (c) even if Client is advised in advance of the possibility of the damages in question and even if such damages were foreseeable; and (d) even if Client's remedies fail of their essential purposes. If applicable law limits the application of the provisions of this Limitation of Liability section, CivicPlus' liability will be limited to the maximum extent permissible.

Force Majeure

25. No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civic disturbance, riot, war, national emergency, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

Taxes

26. It is CivicPlus' policy to pass through sales tax in those jurisdictions where such tax is required. If the Client is tax-exempt, the Client must provide CivicPlus proof of their tax-exempt status, within fifteen (15) days of contract signing, and the fees owed by Client under this Agreement will not be taxed. If the Client's state taxation laws change, the Client will begin to be charged sales tax in accordance with their jurisdiction's tax requirements and CivicPlus has the right to collect payment from the Client for past due taxes.

Other Documents

27. The following, if applicable, are to be attached to and made part of this Agreement:

- a. Any Addendum and/or Amendments to this Agreement signed by both Parties;
- b. Exhibit A - Statement(s) of Work;
- b. Service Agreement Sales Forms;
- c. Service Agreements previously executed between the Parties; and
- d. Custom Development / Retainer Agreement

28. In the event of conflict with an attachment to this Agreement, this main body of this Agreement will govern. Notwithstanding the foregoing, no SOW or other attachment incorporated into this Agreement after execution of this main body of this Agreement will be construed to amend this main body unless it specifically states its intent to do so and cites the section or sections amended.

29. This Agreement and all attachments hereto sets forth the entire agreement of the Parties and supersedes all prior or contemporaneous writings, negotiations, and discussions with respect to its subject matter.

Interlocal Purchasing Consent

30. With the prior approval of CivicPlus, which may be withheld for any or no reason within CivicPlus' sole discretion, this Agreement and any attached SOWs may be extended to any public entity in Client's home-state to purchase at the SOW prices and specifications in accordance with the terms stated herein.

Miscellaneous Provisions

31. The invalidity, in whole or in part, of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

32. No amendment, assignment or change to this Agreement or any included SOW shall be effective unless by a written instrument executed by each of the Parties.

33. This Agreement may be executed in one or more counterparts. Each counterpart will be an original, but all such counterparts will constitute a single instrument.

34. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each Party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such Party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms.

Acceptance

We, the undersigned, agreeing to the conditions specified in this document, understand and consent to the terms & conditions of this Agreement.

| | |
|--------------|--------------|
| Client | CivicPlus |
| By: _____ | By: _____ |
| Name: _____ | Name: _____ |
| Title: _____ | Title: _____ |
| Date: _____ | Date: _____ |

Please sign and email to William Spicer at spicer@civicplus.com or fax to

Sign and E-mail the
entire
contract with exhibits to:
<mailto:contracts@civicplus.com>

Signature pages sent without the entire contract attached will not be accepted. We will e-mail a counter-signed copy of the contract back to you once we begin your project.

CivicPlus does not require a physical copy of the contract, however, if you would like a physical copy of the contract, mail one (1) copy of the contract with original signature to:

CivicPlus Contract Manager

302 S. 4th Street, Suite 500
Manhattan, KS 66502

Upon receipt of signed original, we will counter-sign and return the copy for your files.

**CivicPlus**

302 South 4th St. Suite 500
 Manhattan, KS 66502
 US

Quote #:

Q-07137-1

Date:

2/5/2020 8:27 AM

Expires On:

7/31/2020

Product:

CivicClerk

Ship To

Cosumnes Community Services District CA - CivicClerk

Bill To

Cosumnes Community Services District CA - CivicClerk

| SALESPERSON | Phone | EMAIL | DELIVERY METHOD | PAYMENT METHOD |
|----------------|-------|----------------------|-----------------|----------------|
| William Spicer | x | spicer@civicplus.com | | Net 30 |

Exhibit A.1 - Statement of Work

| QTY | PRODUCT NAME | DESCRIPTION | PRODUCT TYPE |
|----------------------------|--|--|---------------|
| 1.00 | Custom IdP Integration Package | Custom IdP Integration Package Custom IdP Integration Annual Fee Custom IdP Integration Implementation Fee | |
| 1.00 | Custom IdP Integration Annual Fee | Custom IdP Integration Annual Fee | Renewable |
| 1.00 | Custom IdP Integration Implementation Fee | Custom IdP Integration Implementation Fee | One-time |
| 1.00 | CivicClerk Premium Package | Premium Package - Max Number of Boards: 7 | |
| 1.00 | CivicClerk- Premium Annual Fee | CivicClerk- Premium Annual Fee | Renewable |
| 1.00 | CivicClerk Design | CivicClerk Design | One-time |
| 2.00 | CivicClerk Consulting (1h, virtual) | CivicClerk Virtual Consulting | One-time |
| 3.00 | CivicClerk Configuration | CivicClerk Configuration | One-time |
| 2.00 | CivicClerk Virtual Training (Half Day Block) | Training (Virtual) - half day, up to 4 hours | One-time |
| 2.00 | CivicClerk Virtual Consulting (Half Day Block) | Consulting (Virtual) - half day, up to 4 hours | One-time |
| Actual Investment - Year 1 | | | USD 16,186.00 |
| Annual Services – Year 2 | | | USD 9,135.00 |

Total Days of Quote:365

1. Performance and payment under this Statement of Work ("SOW") shall be subject to the terms & conditions of the Agreement by and between Client and CivicPlus, to which this SOW is hereby attached as Exhibit A.1.

2. This SOW shall remain in effect for an initial term equal to 365 days of quote above. In the event that neither party gives 60 days' notice to terminate prior to the end of the initial or any subsequent renewal term, this Agreement will automatically renew for an additional 1-year Renewal Term.
3. Actual Investment - Year 1 will be invoiced at signing of this SOW.
4. Annual Services shall be invoiced on the date of signature of relevant calendar years. Annual services, including but not limited to hosting, support and maintenance services, shall be subject to a 5% annual increase beginning in Year 3 of service.
5. CivicPlus will use commercially reasonable efforts to perform the Services in a manner consistent with applicable industry standards including, maintaining Services availability 24 hours a day, 7 days a week and responding to Client's requests for support during the hours of 7:00 AM to 7:00PM CT, Monday through Friday and any critical support requests 24 hours per day, 7 days a week.
6. Client shall have sole control and responsibility over the determination of which data and information shall be included in the content that is to be transmitted to CivicPlus. Client shall not provide to CivicPlus or allow to be provided to CivicPlus any content that (a) infringes or violates any 3rd party's Intellectual Property rights, rights of publicity or rights of privacy, (b) contains any defamatory material, or (c) violates any federal, state, local, or foreign laws, regulations, or statutes.
7. The service(s) are provided on an "as is" basis, and Client's use of the service(s) is at its own risk. CivicPlus does not warrant that the service(s) will be uninterrupted or error-free or unaffected by force majeure events.
8. The Client will be invoiced electronically through email. Upon request CivicPlus will mail invoices and the Client will be charged a \$5.00 convenience fee.

Acceptance

We, the undersigned, agreeing to the conditions specified in this document, understand and authorize the provision of services outlined in this Agreement.

Client

CivicPlus

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

Contact Information

*all documents must be returned: Master Service Agreement, Statement of Work, and Contact Information Sheet.

| | | |
|---|-------|--------------------|
| Organization | | URL |
| Street Address | | |
| Address 2 | | |
| City | State | Postal Code |
| CivicPlus provides telephone support for all trained clients from 7am –7pm Central Time, Monday-Friday (excluding holidays). Emergency Support is provided on a 24/7/365 basis for representatives named by the Client. Client is responsible for ensuring CivicPlus has current updates. | | |
| Emergency Contact & Mobile Phone | | |
| Emergency Contact & Mobile Phone | | |
| Emergency Contact & Mobile Phone | | |
| Billing Contact | | E-Mail |
| Phone | Ext. | Fax |
| Billing Address | | |
| Address 2 | | |
| City | State | Postal Code |
| Tax ID # | | Sales Tax Exempt # |
| Billing Terms | | Account Rep |
| Info Required on Invoice (PO or Job #) | | |
| Contract Contact | | Email |
| Phone | Ext. | Fax |
| Project Contact | | Email |
| Phone | Ext. | Fax |

Addendum 1 to Exhibit A.1 - Project Development Division of Work

Phase 1 – Introduction and Initial Configuration

| CLIENT RESPONSIBILITY | CIVICPLUS RESPONSIBILITY |
|---|--|
| <ul style="list-style-type: none"> • Complete the implementation questionnaire • Provide Word versions of your agendas and item reports | <ul style="list-style-type: none"> • Create a production site request and assign a PL request in JIRA • Reach out to Client to explain the Implementation plan • Schedule and conduct a kick-off call with Client, if requested • Once supplied Word versions of the agendas and item reports, configure the templates in the system • Input questionnaire data |

Phase 2 – Initial Review

| CLIENT RESPONSIBILITY | CIVICPLUS RESPONSIBILITY |
|--|--|
| <ul style="list-style-type: none"> • Be prepared to schedule a call for system review • Provide feedback on any needed changes | <ul style="list-style-type: none"> • Schedule and conduct a first look call with Client. • Provide any template changes needed to CivicPlus. |

Phase 3 – Final Configuration and Review

| CLIENT RESPONSIBILITY | CIVICPLUS RESPONSIBILITY |
|--|---|
| <ul style="list-style-type: none"> • Provide a list of users • Provide any additional feedback and changes | <ul style="list-style-type: none"> • Enter user list with appropriate security settings • Make necessary changes to templates and configuration |

Phase 4 – Training

| CLIENT RESPONSIBILITY | CIVICPLUS RESPONSIBILITY |
|---|---|
| <ul style="list-style-type: none"> • Schedule a presentation for administrator training • Schedule a presentation for end user training | <ul style="list-style-type: none"> • Schedule and conduct administrator and end user trainings |

Phase 5 (As Needed) – Additional Services

| CLIENT RESPONSIBILITY | CIVICPLUS RESPONSIBILITY |
|---|---|
| <ul style="list-style-type: none"> • Provide Word versions of your most recent minutes • Provide a list of your Board/Council members • Schedule a 30 minute call for minutes training • Schedule a 30 minute call for BoardView training | <ul style="list-style-type: none"> • Once supplied Word versions of the minutes, configure the templates in the system • Schedule and conduct minutes training • Schedule and conduct BoardView training |



STAFF REPORT

DATE: August 5, 2020

TO: Board of Directors

FROM: Michael W. McLaughlin, Fire Chief

BY: Amber Anderson, Acting Fire Marshal

SUBJECT: PUBLIC HEARING TO CONSIDER OBJECTIONS OR PROTESTS BY PROPERTY OWNERS LIABLE FOR SPECIAL ASSESSMENT AND ADOPTION OF RESOLUTION 2020-34

RECOMMENDATION

The Board of Directors takes the following actions:

1. Open the public hearing; to consider objections or protests by property owners liable for special assessment; and
2. Modify the itemized report if necessary; and
3. Adopt Resolution 2020-34, ordering the Fire Chief to continue with the special assessment process for District reimbursement of abated parcels.

BACKGROUND/ANALYSIS

The Fire Department, with authorization from the CSD Board of Directors, has an annual goal to have all non-compliant parcels abated of weeds by July 1st.

Parcel owners subject to weed abatement special assessment must be allowed to participate in a public hearing before staff can pursue the process of placing a special assessment on their property. A notice of the August 5, 2020 Weed Abatement Public Hearing was published in the Elk Grove Citizen the weeks of July 24, 2020 and July 31, 2020, and in the Galt Herald the weeks of July 22, 2020 and July 29, 2020.

Fire department staff request that the CSD Board of Directors adopt Resolution 2020-34 (Attachment B) allowing staff to deliver the list of property owners which had District-arranged weed abatement (Attachment A) to the Sacramento County Auditor. The Auditor will enter the appropriate charges against the respective parcels listed (Attachment A).

The Sacramento County deadline for inclusion of the fees as “liens” (rather than “unsecured taxes”) on this next property tax bill is August 7, 2020. This requested action by the CSD Board

of Directors concludes the abatement of the identified parcels in the 2020 Weed Abatement Program.

FINANCIAL ANALYSIS

On April 3, 2007, the Board of Directors approved the expansion of the Weed Abatement program to allow staff to pursue abatement of weeds on an expedited manner.

On May 1, 2020, a total “Notice to Destroy Weeds” was mailed to owners of all 122 identified parcels ordering the abatement of weeds by June 1, 2020. Fire Prevention staff inspected all 122 parcels between June 1, 2020 and June 2, 2020. The District-arranged weed abatement contractor began June 5, 2020 to abate the 41 non-compliant parcels.

To recover costs of District arranged weed abatement, a special assessment will be placed on properties that were found to be non-compliant. Attachment A is an itemized report of the parcels subject to special assessment by the Cosumnes CSD Fire Department. A breakdown of the fees for each parcel is included in the report; specifically, the actual cost of abatement to the District, the administrative time spent per parcel (3 hours at a rate of \$204.00 per hour) and the cost for the District to file and remove the liens (\$50.00 per parcel). The administrative fee shall only be charged once for non-compliant parcels that are contiguous and have the same owner.

The August 5, 2020 public hearing is required in order to give the property owners liable for special assessment an opportunity to make objections or protests to the Board regarding having a special assessment placed on their property. After hearing objections or protests, the Board is allowed to make any modifications deemed necessary to the report. Staff is requesting the Board to confirm the itemized report (Attachment A) by the adoption of Resolution 2020-34 (Attachment B) so that a copy of the report may be delivered to the Sacramento County Auditor on or before August 7, 2020.

The Auditor will then enter the appropriate charges against the respective parcels and if payment is not remitted to the District, the associated charges and liens will be collected upon sale of the property. The deadline of August 7, 2020 is critical as it determines whether liens are placed on the parcels that the District has abated.

This action by the Board concludes the abatement of the identified parcels in the 2020 Weed Abatement Program. Staff will continue to accept citizen complaints for possible remedial action and/or inclusion in the 2020 Weed Abatement Program.

SUSTAINABILITY ANALYSIS

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

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

Respectfully submitted,

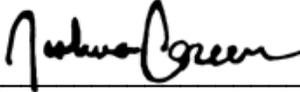


Michael W. McLaughlin, CFO
Fire Chief

- Attachment A: List of Parcels Subject to Special Lien and Charge for Costs Incurred During District Abatement of Weeds for the 2020 Weed Abatement Program
- Attachment B: Resolution Accepting the Itemized Report of Parcels Subject to Special Lien and Charge for the 2020 Weed Abatement Program.

Staff Report recommendation authorized by:

Approved as to Form:



General Manager



General Counsel

ATTACHMENT A

**List of Parcels Subject to Special Lien and Charge for Costs
Incurred During District Abatement of Weeds for the 2020
Weed Abatement Program**

COSUMNES FIRE DEPARTMENT - FIRE PREVENTION
2020 Itemized Report of Parcels Abated

| PARCEL NUMBER | SITE ADDRESS | CSD FEE | LIEN FEE | CONTRACTOR'S FEE | TOTAL FEE |
|---------------|-----------------------|---------------|----------|--------------------|--------------------|
| 116-0011-020 | 9142 Bruceville Rd | \$612.00 | \$50.00 | \$570.00 | \$1,232.00 |
| 116-0011-021 | 9140 Bruceville Rd | *See Footnote | \$50.00 | \$280.00 | \$330.00 |
| 116-0042-028 | 0 Elk Grove Florin Rd | \$612.00 | \$50.00 | \$220.00 | \$882.00 |
| 116-1380-005 | 9146 Bruceville Rd | *See Footnote | \$50.00 | \$610.00 | \$660.00 |
| 116-1380-008 | 9148 Bruceville Rd | *See Footnote | \$50.00 | \$280.00 | \$330.00 |
| 116-1380-009 | 9144 Bruceville Rd | *See Footnote | \$50.00 | \$730.00 | \$780.00 |
| 116-1380-014 | 7235 Laguna Blvd | *See Footnote | \$50.00 | \$770.00 | \$820.00 |
| 119-1540-029 | 0 Dwight Rd | \$612.00 | \$50.00 | \$285.00 | \$947.00 |
| 122-0260-039 | 10254 Calvine Road | \$612.00 | \$50.00 | \$360.00 | \$1,022.00 |
| 122-0260-040 | 10276 Calvine Road | *See Footnote | \$50.00 | \$170.00 | \$220.00 |
| 127-0040-025 | 8891 Bradshaw Rd | \$612.00 | \$50.00 | \$270.00 | \$932.00 |
| 127-0140-019 | 9291 Waterman Rd | \$612.00 | \$50.00 | \$1,440.00 | \$2,102.00 |
| 134-0510-009 | 0 Survey Rd | \$612.00 | \$50.00 | \$190.00 | \$852.00 |
| 148-0221-003 | 9971 Roseclover Way | \$612.00 | \$50.00 | \$320.00 | \$982.00 |
| 148-0074-034 | 13067 Stockton Blvd | \$612.00 | \$50.00 | \$450.00 | \$1,112.00 |
| 150-0030-012 | 0 Ayers Lane | \$612.00 | \$50.00 | \$360.00 | \$1,022.00 |
| 150-0042-095 | 0 Carol Rd | \$612.00 | \$50.00 | \$210.00 | \$872.00 |
| 150-0362-003 | 283 N Lincoln Wy | \$612.00 | \$50.00 | \$200.00 | \$862.00 |
| | | | | TOTAL FEES: | \$15,959.00 |

*The CSD Fee shall only be charged once for non-compliant parcels that are contiguous and have the same owner.

ATTACHMENT B

**Resolution Accepting the Itemized Report of Parcels Subject
to Special Lien and Charge for the 2020 Weed Abatement
Program**

RESOLUTION NO. 2020-34

RESOLUTION OF THE BOARD OF THE COSUMNES COMMUNITY SERVICES DISTRICT CONFIRMING THE REPORT BY THE FIRE CHIEF TO THE SACRAMENTO COUNTY AUDITOR LISTING THE PARCELS UPON WHICH A LIEN SHALL BE PLACED TO RECOVER THE COST OF ENFORCEMENT AND ABATEMENT OF FIRE HAZARDS EXISTING ON SAID PARCELS

WHEREAS, on April 1, 2020, the Board of the Cosumnes Community Services District adopted Resolution No. 2020-21, declaring all weeds, dirt, rubbish and rank growths within the Cosumnes Community Services District to be a seasonal and recurrent public nuisance; setting a time and place for hearing any objections to the proposed destruction or removal of such weeds, dirt, rubbish and rank growths; and setting a time and place for hearing any objections or protests by parcel owners subject to weed abatement special assessment.

WHEREAS, said public hearing was held on June 17, 2020 at which time all property owners having objections to the proposed abatement of the nuisance were given opportunity to be heard and overruled; and

WHEREAS, the Board approved Resolution 2020-30 authorizing the Fire Chief to cause to be abated the nuisance(s) by having all weeds, dirt, rubbish and rank growths within the Cosumnes Community Services District removed in accordance with the law; and

WHEREAS, the Fire Chief did cause the nuisance(s) of weeds, dirt, rubbish and rank growths to be removed from the parcels included in this report in accordance with the law; and

WHEREAS, reimbursement of administrative and abatement costs to the District were not received from the owner(s) of the parcels from which the weeds, dirt, rubbish and rank growths were removed prior to 5 PM on the thirty-first day of July 2020; and

WHEREAS, said public hearing was held on August 5, 2020 at which time all property owners subject to weed abatement special assessment were given the opportunity to be heard.

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

1. Any and all objections to the weed abatement special assessment on parcels listed in Attachment A, are hereby overruled, with the exception of those parcels listed:

2. The Fire Chief is hereby ordered to file the report containing the list of all parcels abated of weeds, dirt, rubbish and rank growths by the District, together with the itemized cost of all administrative and abatement costs per parcel, with the Sacramento County Auditor, on or before the seventh day of August 2020.
3. Having received a copy of the report on or before the seventh day of August 2020, the Sacramento County Auditor will then enter the amounts of the respective charges against each parcel of land.

PASSED AND ADOPTED by the Board of the Cosumnes Community Services District this fifth day of August 2020 by the following vote:

AYES

NOES

ABSENT

ABSTAIN

Orlando Fuentes, PRESIDENT

ATTEST:

Joshua Green, SECRETARY

STAFF REPORT



DATE: August 5, 2020
TO: Board of Directors
FROM: Michael W. McLaughlin, Fire Chief
BY: John Ebner, Senior Management Analyst

SUBJECT: PUBLIC HEARING – ANNEXATION #27 – COMMUNITY FACILITIES DISTRICT NO. 1 (ELK GROVE FIRE PROTECTION)

RECOMMENDATION

The Board of Directors:

1. Opens the public hearing and takes testimony on the proposed annexation of properties into Community Facilities District No. 1 (Elk Grove Fire Protection).
2. Approves Resolution No. 2020-36, A RESOLUTION OF THE BOARD OF DIRECTORS OF THE COSUMNES COMMUNITY SERVICES DISTRICT TO ANNEX TERRITORY TO COMMUNITY FACILITIES DISTRICT NO. 1 (Attachment 1).
3. Approves Resolution No. 2020-37, A RESOLUTION OF THE BOARD OF DIRECTORS OF THE COSUMNES COMMUNITY SERVICES DISTRICT CALLING A SPECIAL ELECTION OF THE QUALIFIED ELECTORS OF THE TERRITORY TO BE ANNEXED TO COMMUNITY FACILITIES DISTRICT NO. 1 (Attachment 2).
4. Approves Resolution No. 2020-38, A RESOLUTION OF THE BOARD OF DIRECTORS OF THE COSUMNES COMMUNITY SERVICES DISTRICT DECLARING RESULTS OF SPECIAL TAX ELECTION, DETERMINING VALIDITY OF PRIOR PROCEEDINGS, AND DIRECTING RECORDING OF AMENDED NOTICE OF SPECIAL TAX LIEN (Attachment 3).

BACKGROUND/ANALYSIS

As the Board of Directors is aware, the CSD created CFD No. 1 (Elk Grove Fire Protection) in June of 2012 to offset the financial impact of providing services to new development. From time to time it will be necessary to annex projects into CFD No. 1 using the normal CFD resolution and election process.

On June 17, 2020, the Board approved Resolution 2020-29 declaring intention to annex territory into the CFD. The proposed CFD annexation contains three projects comprised of five commercial parcels. This is the twenty-seventh annexation to the CFD. The project has a condition of approval which requires that the property owner(s) participate in a funding mechanism for emergency mitigation and fire prevention services. The condition will be satisfied by the annexation of their project to the CFD, which is the subject of tonight's action.

In order to complete the annexation process, the Board is being asked to complete the following actions:

1. Hold a public hearing and take testimony on the annexation of additional territory into CFD No. 1 (Elk Grove Fire Protection).
2. Consider and approve Resolution No. 2020-36, A RESOLUTION OF THE BOARD OF DIRECTORS OF THE COSUMNES COMMUNITY SERVICES DISTRICT TO ANNEX TERRITORY TO COMMUNITY FACILITIES DISTRICT NO. 1 (ELK GROVE FIRE PROTECTION) AND AUTHORIZE THE LEVY OF SPECIAL TAXES THEREIN.
3. Consider and approve Resolution 2020-37, A RESOLUTION OF THE BOARD OF DIRECTORS OF THE COSUMNES COMMUNITY SERVICES DISTRICT CALLING A SPECIAL ELECTION OF THE QUALIFIED ELECTORS OF THE TERRITORY TO BE ANNEXED TO COMMUNITY FACILITIES DISTRICT NO. 1.
4. Conduct a special election on the CFD annexation during which the Canvassing Board opens the ballot, tallies the vote, and announces the results of the election.
5. Consider and approve Resolution No. 2020-38, A RESOLUTION OF THE BOARD OF DIRECTORS OF THE COSUMNES COMMUNITY SERVICES DISTRICT DECLARING RESULTS OF SPECIAL TAX ELECTION, DETERMINING VALIDITY OF PRIOR PROCEEDINGS, AND DIRECTING RECORDING OF NOTICE OF SPECIAL TAX LIEN.

Pursuant to those actions, staff, with the help of SCI Consulting Group, has completed the following steps to facilitate the annexation to the CFD in Elk Grove:

- The map of the proposed annexation into CFD No. 1 (Elk Grove Fire Protection) was recorded with the County Recorder on June 24, 2020.
- The CFD election ballot was mailed to the property owners at least 10 days prior to the date of the Public Hearing. The property owners are asked in the ballot whether they approve or disapprove of having their properties annexed into CFD No. 1.

The Mello Roos Community Facilities Act provides that a public hearing must be held on the annexation of additional territory into a CFD. At the close of the public hearing, absent any objections by the property owners in the proposed CFD, the Board may determine that there was no majority protest, as defined by the Act. In order to expedite the annexation process, all property owners within the proposed CFD have signed a waiver and consent form waiving their right to protest at the public hearing and waiving any minimum time periods relative to the landowner election.

Upon the final approval of the annexation into the CFD, a Notice of Special Tax Lien (Attachment 4) will be recorded with the Sacramento County Recorder, resulting in a permanent lien on the parcels involved in the special election. The lien continues in perpetuity unless the Board terminates the special tax obligation by later Board actions in accordance with the Act.

FINANCIAL ANALYSIS

The proposed CFD will be fully supported by an annual special tax levied exclusively on the real property within the CFD. The District's administrative costs related to the CFD will be reimbursed from the special tax proceeds. There will be no impact on the District's finances or on the General Fund.

SUSTAINABILITY ANALYSIS

There are not any sustainability impacts.

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

Respectfully submitted,



Michael W. McLaughlin
Fire Chief

- Attachment 1 – Resolution No. 2020-36
- Attachment 2 – Resolution No. 2020-37
- Attachment 3 – Resolution No. 2020-38
- Attachment 4 – Notice of Special Tax Lien
- Attachment 5 – Notice of Public Hearing

Staff Report recommendation authorized by:



General Manager

Approved as to Form:



General Counsel

Attachment 1

RESOLUTION NO. 2020-36

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
COSUMNES COMMUNITY SERVICES DISTRICT
TO ANNEX TERRITORY TO COMMUNITY FACILITIES DISTRICT NO. 1**

**COSUMNES COMMUNITY SERVICES DISTRICT
Community Facilities District No. 1
(Elk Grove Fire Protection)
Annexation No. 27**

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

WHEREAS, the Board has conducted proceedings to establish Community Facilities District No. 1 (Elk Grove Fire Protection) (the "CFD") adopted Resolution 2012-25 on June 6, 2012 (the "Resolution of Formation") pursuant to the Mello-Roos Community Services and Facilities Act of 1982, as amended (the "Act"), Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing at Section 53311, of the California Government Code; and

WHEREAS, on June 17, 2020, the Board adopted a Resolution 2020-29 entitled "Resolution of the Board of Directors of the Cosumnes Community Services District Declaring Intention to Annex Territory to Community Facilities District No. 1 and Authorize the Levy of Special Taxes Therein" (the "ROI") of the District pursuant to the Act; and

WHEREAS, a Petition, Consent and Waivers from each of Woodside Homes of Northern California, and Pappas Investments, have been filed with Clerk of the Board ("Board Clerk"); and

WHEREAS, the proposed boundaries of the territory to be annexed to the CFD are as shown on the maps attached hereto as Exhibit A, and incorporated herein, and which is also on file with the Board Clerk; and

WHEREAS, the public Services and Facilities proposed to be financed by the CFD ("Services and Facilities") are described in the document titled "Description of Services and Facilities to be Financed by the CFD," attached hereto as Exhibit B and incorporated herein; and

WHEREAS, except to the extent that funds are otherwise available to the CFD to pay for the Services and Facilities, a special tax (the "Special Tax") sufficient to pay the costs thereof, secured by recordation of a continuing lien against all nonexempt real property in the CFD, will be levied annually within the CFD, and collected in the same manner as ordinary ad valorem property taxes levied within the CFD. The proposed rate

and method of apportionment of the Special Tax are described in the document titled "Rate and Method of Apportionment of Special Tax," attached hereto as Exhibit C and incorporated herein; and

WHEREAS, the Board Clerk published notice of a public hearing to be held on August 5, 2020, in compliance with Section 53322 of the Act regarding the proposed annexation of territory to the CFD; and

WHEREAS, at the hearing all interested persons desiring to be heard on all matters pertaining to the annexation of territory to the CFD, the Services and Facilities to be provided therein and the levy of said special tax were heard and a full and fair hearing was held; and

WHEREAS, on the date hereof, this Board held a noticed public hearing as required by the Act and the ROI relative to the proposed annexation of territory to the CFD; and

WHEREAS, at said hearing all interested persons desiring to be heard on all matters pertaining to the annexation of territory to the CFD and the levy of said special taxes within the area proposed to be annexed were heard and a full and fair hearing was held; and

WHEREAS, the special tax proposed to be levied in the territory to annex to the CFD to pay for the fair share of proposed Services and Facilities to be provided therein has not been eliminated by protest by fifty percent (50%) or more of the registered voters residing within the territory to be annexed to the CFD or the owners of one-half (1/2) or more of the area of the territory to be annexed to the CFD and not exempt from the special tax; and

WHEREAS, if the Board proceeds with annexation of territory to the CFD, the Special Tax shall be submitted to a vote among the property owners in the proposed CFD by mailed or hand-delivered ballot, with each property owner having one vote for each acre or portion of an acre such owner owns in the CFD.

NOW, THEREFORE, BE IT RESOLVED, as follows:

1. The foregoing recitals are true and correct.
2. The proposed special tax to be levied within the territory to be annexed to the CFD has not been precluded by majority protest pursuant to Section 53324 of the Act.
3. The type of Services and Facilities proposed to be financed by the CFD and pursuant to the Act shall consist of those items listed in Exhibit B hereto and by this reference incorporated herein.

4. The Fire Chief, located at 10573 East Stockton Blvd., Elk Grove, CA 95624, telephone number 916-405-7100, is the officer of the District who will oversee the CFD Administrator who will prepare annually a current roll of special tax levy obligations by assessor's parcel number and who will be responsible for estimating future special tax levies pursuant to the Act.
5. Upon recordation of an amended notice of special tax lien pursuant to Section 3114.5 of the Streets and Highways Code of California, a continuing lien to secure each levy of the special tax shall attach to all nonexempt real property in the territory to be annexed to the CFD and this lien shall continue in force and effect until the special tax obligation is prepaid and permanently satisfied and the lien canceled in accordance with law or until collection of the tax by the District ceases.
6. The boundary map of the territory to annex to the CFD was recorded in the Sacramento County Recorder's Office as Document No. 202006240431 in Book 130, Page 36 of the Book of Maps of Assessments of Community Facilities Districts and on file with the Board Clerk are hereby finally approved, are incorporated herein by reference, and shall be included within the voter approval of the levy of the special taxes therein as hereinafter provided.
7. The Board has determined that all proceedings undertaken by the District in connection with the establishment of the territory to be annexed to the CFD and the levy of the Special Tax are valid and in conformity with the applicable provisions of the Act. Pursuant to Section 53325.1 of the Act, the Board's finding in this regard is final and conclusive.
8. Pursuant to the provisions of the Act, the proposition of the levy of the Special Tax shall be submitted to the qualified electors of the territory to be annexed to the CFD at an election, the time, place and conditions of which shall be as specified by a separate resolution of the Board.

PASSED AND ADOPTED by the Board of Directors of the Cosumnes Community Services District at a regular meeting of said Board held on the 5th day of August 2020, by the following vote:

AYES:

NOES:

ABSENT:

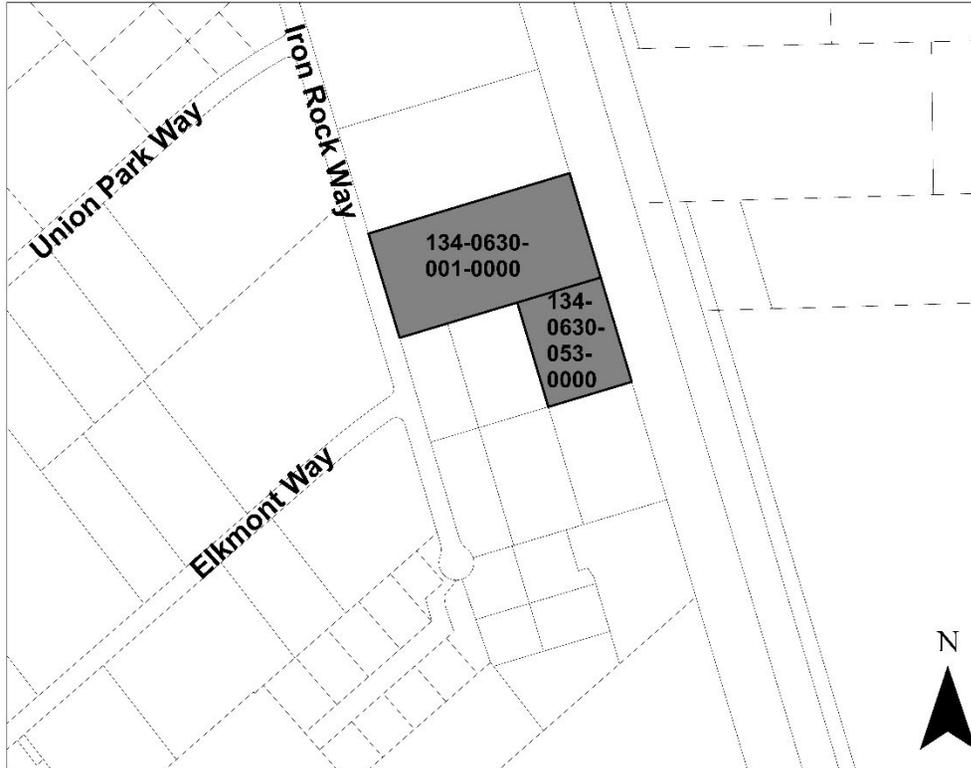
ABSTAIN:

President, Cosumnes CSD Board of Directors

ATTEST:

Clerk of the Board

EXHIBIT A



Legend

- Annex 27 - ALM Elk Grove LLC
- Sacramento County Parcels

SCI Consulting Group
4745 Mangels Blvd.
Fairfield, CA 94534
(707) 430-4300

CLERK'S MAP FILING STATEMENT
FILED IN THE OFFICE OF THE CLERK OF THE BOARD OF THE COSUMNES
COMMUNITY SERVICES DISTRICT, STATE OF CALIFORNIA, THIS _____ DAY
OF _____, 2020.

CLERK OF THE BOARD _____

CLERK'S MAP CERTIFICATE
I DO HEREBY CERTIFY THAT THE WITHIN MAP SHOWING TERRITORY
PROPOSED TO BE ANNEXED INTO COMMUNITY FACILITIES DISTRICT NO. 1
(ELK GROVE FIRE PROTECTION), COSUMNES COMMUNITY SERVICES
DISTRICT, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, WAS
APPROVED BY THE BOARD OF DIRECTORS OF THE COSUMNES COMMUNITY
SERVICES DISTRICT AT A MEETING THEREOF HELD ON THE _____ DAY
OF _____, 2020, BY ITS RESOLUTION NO. _____

CLERK OF THE BOARD _____

RECORDER'S CERTIFICATE
FILED THIS _____ DAY OF _____, 2020 AT THE HOUR OF _____
O'CLOCK _____ M. IN BOOK _____ OF MAPS OF ASSESSMENT AND
COMMUNITY FACILITIES DISTRICTS AT PAGE _____ IN THE OFFICE OF THE
COUNTY RECORDER IN THE COUNTY OF SACRAMENTO, STATE OF
CALIFORNIA.

COUNTY CLERK/RECORDER, COUNTY OF SACRAMENTO

DEPUTY, COUNTY OF SACRAMENTO _____

NOTE:
REFERENCE IS HEREBY MADE TO THE MAPS AND DEEDS OF RECORD IN THE
OFFICE OF THE ASSESSOR OF THE COUNTY OF SACRAMENTO FOR A
DETAILED DESCRIPTION OF THE LINES AND DIMENSIONS OF ANY PARCELS
SHOWN HEREIN. THOSE MAPS SHALL GOVERN FOR ALL DETAILS
CONCERNING THE LINES AND DIMENSIONS OF SUCH PARCELS. EACH
PARCEL IS IDENTIFIED IN SAID MAPS BY ITS DISTINCTIVE ASSESSOR'S
PARCEL NUMBER.

ANNEXATION MAP NO. 26 OF
COMMUNITY FACILITIES DISTRICT NO. 1
(ELK GROVE FIRE PROTECTION) OF THE
COSUMNES COMMUNITY SERVICES DISTRICT,
COUNTY OF SACRAMENTO, STATE OF CALIFORNIA

Sheet 1 of 2



Legend

- Annex 27 - Duenas
- Sacramento County Parcels

SCI Consulting Group
 4745 Mangels Blvd.
 Fairfield, CA 94534
 (707) 430-4300

CLERK'S MAP FILING STATEMENT

FILED IN THE OFFICE OF THE CLERK OF THE BOARD OF THE COSUMNES COMMUNITY SERVICES DISTRICT, STATE OF CALIFORNIA, THIS _____ DAY OF _____, 2020.

 CLERK OF THE BOARD

CLERK'S MAP CERTIFICATE

I DO HEREBY CERTIFY THAT THE WITHIN MAP SHOWING TERRITORY PROPOSED TO BE ANNEXED INTO COMMUNITY FACILITIES DISTRICT NO. 1 (ELK GROVE FIRE PROTECTION), COSUMNES COMMUNITY SERVICES DISTRICT, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, WAS APPROVED BY THE BOARD OF DIRECTORS OF THE COSUMNES COMMUNITY SERVICES DISTRICT AT A MEETING THEREOF, HELD ON THE _____ DAY OF _____, 2020, BY ITS RESOLUTION NO. _____.

 CLERK OF THE BOARD

RECORDER'S CERTIFICATE

FILED THIS _____ DAY OF _____, 2020 AT THE HOUR OF _____ O'CLOCK _____ M. IN BOOK _____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGE _____ IN THE OFFICE OF THE COUNTY RECORDER IN THE COUNTY OF SACRAMENTO, STATE OF CALIFORNIA.

 COUNTY CLERK/RECORDER, COUNTY OF SACRAMENTO

 DEPUTY, COUNTY OF SACRAMENTO

NOTE:
 REFERENCE IS HEREBY MADE TO THE MAPS AND DEEDS OF RECORD IN THE OFFICE OF THE ASSESSOR OF THE COUNTY OF SACRAMENTO FOR A DETAILED DESCRIPTION OF THE LINES AND DIMENSIONS OF ANY PARCELS SHOWN HEREIN. THOSE MAPS SHALL GOVERN FOR ALL DETAILS CONCERNING THE LINES AND DIMENSIONS OF SUCH PARCELS. EACH PARCEL IS IDENTIFIED IN SAID MAPS BY ITS DISTINCTIVE ASSESSOR'S PARCEL NUMBER.

**ANNEXATION MAP NO. 26 OF
 COMMUNITY FACILITIES DISTRICT NO. 1
 (ELK GROVE FIRE PROTECTION) OF THE
 COSUMNES COMMUNITY SERVICES DISTRICT,
 COUNTY OF SACRAMENTO, STATE OF CALIFORNIA**

Sheet 2 of 2

EXHIBIT B

DESCRIPTION OF SERVICES AND FACILITIES TO BE FINANCED BY THE CFD

COSUMNES COMMUNITY SERVICES DISTRICT Community Facilities District No. 1 (Elk Grove Fire Protection)

The Services and Facilities described below are proposed to be financed by Community Facilities District No. 1 (the "CFD") of the Cosumnes Community Services District (the "District"):

The types of Services and Facilities to be financed by the CFD ("Services and Facilities") shall include new a) fire protection and suppression services, b) ambulance and paramedic services; and c) renovation, expansion, acquisition, construction of existing and future fire protection and suppression Services and Facilities and equipment, vehicles, apparatus and supplies including collection and accumulation of funds to pay for anticipated Services and Facilities cost shortfalls and reserves for repair and replacement of Services and Facilities, improvements, vehicles, and equipment with a useful life of five (5) years or more to the extent that such Services and Facilities are required to sustain the service delivery capability of the District's Fire Department.

EXHIBIT C

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

COSUMNES COMMUNITY SERVICES DISTRICT Community Facilities District No. 1 (Elk Grove Fire Protection)

A Special Tax authorized under the Mello-Roos Community Services and Facilities Act of 1982 applicable to the land in the Community Facilities District No. 1 (the "CFD") of the Cosumnes Community Services District (the "District") shall be levied and collected according to the tax liability determined by the District through the application of the appropriate amount or rate, as shown below.

A. DEFINITIONS

"Act" means the Mello-Roos Community Services and Facilities Act of 1982, being Chapter 2.5, Part 1, Division 2 of Title 5 of the Government Code of the State of California, as amended, which authorizes the establishment of the CFD to finance: a) fire protection and suppression Services and Facilities; b) fire and emergency medical equipment; and c) other fire department operations, Services and Facilities provided by the District.

"Administrative Expenses" means the actual or estimated costs incurred by the District to determine, levy and collect the Special Taxes, including the proportionate amount of the salaries and benefits of District employees whose duties are directly related to administration of the CFD and the fees of Special Tax levy administrator, other consultants, legal counsel, the costs of collecting installments of the Special Taxes upon the County tax rolls and any other incidental costs as determined by the District.

"Age-Restricted Nonresidential" means residential retirement communities or occupancies, as described in Section 51.3 of the Civil Code, which are restricted to adults or senior citizens only, but are owned and managed by a commercial entity that rents or leases residential units such as apartments or rooms to the aforementioned individuals.

"Age-Restricted Residential" means residential retirement communities or occupancies, as described in Section 51.3 of the Civil Code, which are restricted to adults or senior citizens only.

"Annual Escalation Factor" means an amount equal to the percentage increase during the preceding year in the Consumer Price Index for All Urban Consumers in the San Francisco-Oakland-San Jose metropolitan area (CPI-U), as published by the

U.S. Department of Labor, Bureau of Labor Statistics, or if this index ceases publication, an equivalent index.

"Annual Special Tax" means the annual Special Tax, determined in accordance with Section E below to be levied in the CFD in any Fiscal Year on any Assessor's Parcel.

"Assessor's Parcel" means a lot or parcel shown in an Assessor's Parcel Map with an assigned assessor's parcel number.

"Authorized Services and Facilities" means those Services and Facilities listed in the Resolution of the Board of Directors of the Cosumnes Community Services District Declaration Intention to Establish the CFD.

"Base Year" means the Fiscal Year ending June 30, 2012.

"Building Area" means the total of the gross area of the floor surfaces within the exterior wall of the building constructed or to be constructed, not including covered public pedestrian circulation areas and vehicle parking areas.

"Board" means the Board of Directors of the Cosumnes Community Services District, acting as the legislative body of the District and the CFD.

"CFD" means Community Facilities District No. 1 (Elk Grove Fire Protection) of the Cosumnes Community Services District.

"CFD Administrator" means an official of the District, or designee thereof, responsible for determining providing for the levy and collection of the Special Taxes.

"County" means the County of Sacramento, California.

"Developed Property" means all Assessor's Parcels subject to the Special Tax for which a building permit has been approved and recorded by June 1 of the prior Fiscal Year. These Assessor's Parcels can be classified into one of following groups: Single Family Residential, Multi-Family Residential or Nonresidential.

"District" means the Cosumnes Community Services District.

"Fire Protection Service and Facility Costs" means the estimated and reasonable costs of providing the Authorized Services and Facilities, including, but not limited to, a) the costs of contracting services; b) the costs of equipment, vehicles, ambulances, paramedics, fire apparatus and supplies; c) the salaries and benefits of District staff that directly provide fire suppression services, emergency medical services, fire prevention activities and other services as defined herein, respectively; and d) District overhead costs associated with providing such Services and Facilities within the CFD.

"Fiscal Year" means the period starting July 1 and ending the following June 30.

"Maximum Special Tax" means the maximum Special Tax, determined in accordance with Sections B and C below that can be levied in the CFD in any Fiscal Year on any Assessor's Parcel.

"Multi-Family Residential" means any Assessor's Parcel of Developed Property for which a building permit has been issued for construction of a structure with more than one Residential Unit. This category includes but is not limited to apartment buildings, duplexes, triplexes, fourplexes, or mobile homes.

"Nonresidential Property" means all Assessor Parcels of Developed Property for which a building permit has been issued by the City for the construction of one or more units not classified as residential property or Services and Facilities.

"Single-Family Residential" means any Assessor's Parcel of Developed Property for which a building permit has been issued for construction of at least one single-family residential unit and is not Multi-Family Residential.

"Special Tax" means the Special Tax to be levied, in each Fiscal Year, on Taxable Parcel, pursuant to Sections B, C, and D below.

"Special Tax Requirement" means the amount required in any Fiscal Year for the CFD to: a) pay for Fire Protection Service and Facility Costs; b) pay for reasonable Administrative Expenses; c) pay any amounts required to establish or replenish any reserve funds; and d) pay for reasonably anticipated delinquent Special Taxes based on the delinquency rate for Special Taxes levied in the previous Fiscal Year.

"State" means the State of California.

"Residential Unit" or **"Residential Units"** means each separate residential dwelling unit on an Assessor's Parcel that comprises an independent facility capable of conveyance or rental as distinct from adjacent residential dwelling units.

"Taxable Parcel" means any Parcel that is not exempt from Special Taxes as defined within this Rate and Method of Apportionment of Special Tax.

"Tax-Exempt Property" means any Parcel within the CFD which is not Developed or Undeveloped Property, and includes property owned or operated by a public District or exempted for some other reason.

"Undeveloped Property" means any Assessor's Parcel which is Zoned for any use, is not Tax-Exempt Property, and for which no building permit has been approved and issued by June 1 of the previous Fiscal Year.

"Zoned" means use, zoning, allowed or designated on the applicable General Plan, Specific Plan or Community Plan which the County of Sacramento utilizes and relies upon for planning purposes and for the approval of development.

B. CALCULATION OF MAXIMUM SPECIAL TAX

The Maximum Special Tax shall be calculated as follows:

1. **Classification of Parcels.** Each Fiscal Year, using the Definitions above and the parcel records of the County Assessor's Secured Tax Roll of July 1, the District shall cause each parcel of land in the CFD to be classified as Developed Property, Undeveloped Property or Tax-Exempt Property. The District shall cause all Developed Property to be further classified as Single Family Residential, Multi-Family Residential, Age-Restricted Residential, Nonresidential and Age-Restricted Nonresidential.
2. **Assignment of Maximum Special Tax.** Each Fiscal Year, the Base Year Maximum Tax Rates shown below shall be escalated as specified in Section C, Annual Adjustment of Maximum Special Tax, to determine the Maximum Special Tax Rate for the upcoming Fiscal Year.

| Land Use Classification | Base Year Maximum Tax Rate |
|---|---|
| Developed Single Family Residential | \$235.18 per unit |
| Developed Multi-family Residential | \$135.49 per unit |
| Developed Age Restricted Residential | \$110.48 per unit |
| Developed Nonresidential | \$0.11 per square foot of Building Area |
| Developed Age-Restricted Nonresidential | \$0.11 per square foot of Building Area |
| Undeveloped | \$0 |
| Tax Exempt | \$0 |

3. **Conversion of a Tax-Exempt Property to a Taxable Property.** If a Tax-Exempt Property is not needed for public use and is converted to a private use, it shall become subject to the Special Tax.
4. **Developed Nonresidential Building Area Not Subject to the Special Tax.** Any Developed Nonresidential Building Area constructed prior to January 1, 2009 for the following Assessor's Parcels shall not be subject to the Special Tax:

Assessor's Parcel No(s)

| | | |
|--------------|--------------|--------------|
| 132-2170-004 | 132-2170-017 | 123-0160-001 |
| 132-2170-005 | 134-1010-009 | |
| 132-2170-006 | 134-1010-010 | |

C. ANNUAL ADJUSTMENT OF MAXIMUM SPECIAL TAX

Beginning in January 2013 and each January thereafter, the Maximum Special Tax shall be adjusted annually in an amount equal to the percentage increase during the preceding year in the Consumer Price Index for All Urban Consumers in the San Francisco-Oakland-San Jose metropolitan area (CPI-U), as published by the U.S. Department of Labor, Bureau of Labor Statistics, or if this index ceases publication, an equivalent index.

Each annual adjustment of the Maximum Special Tax shall become effective on the subsequent July 1.

D. CALCULATION OF THE ANNUAL SPECIAL TAX

Commencing with Fiscal Year 2012-13, and for each subsequent Fiscal Year, the Board shall determine the Special Tax Requirement and shall levy the Annual Special Tax on each Assessor's Parcel of Developed Residential Property at one hundred percent of the applicable Maximum Special Tax to fund the Special Tax Requirement.

The Board shall not levy an Annual Special Tax on 1) Undeveloped Property, 2) Tax Exempt Property or 3) Developed Nonresidential Building Area described in Section B4 hereof.

Under no circumstances will the Annual Special Tax levied against any Assessor's Parcel of Developed Single-Family or Multi-Family Residential Property increase by more than ten (10) percent as a consequence of delinquency or default by the owner of any other Assessor's Parcel within the CFD.

Subject to the foregoing, the amount of Annual Special Tax levied upon any Developed Property in any Fiscal Year shall not exceed the Maximum Special Tax for such Fiscal Year as computed herein.

E. DURATION OF THE SPECIAL TAX

Assessor's Parcels in the CFD shall remain subject to the Special Tax in perpetuity. If the Special Tax ceases to be levied, the District or its designee shall direct the County Recorder to record a Notice of Cessation of Special Tax. Such notice will state that the obligation to pay the Special Tax has ceased and that the lien imposed by the Notice of Special Tax Lien is extinguished.

F. APPEALS AND INTERPRETATION PROCEDURE

Any property owner who feels that the portion of the Special Tax levied on the subject property is in error, may file a written appeal no later than April 10 of the Fiscal Year in which the levy occurred, with the Fire Chief or his or her designee, appealing the

levy of the Special Tax on the subject property. The Fire Chief or his or her designee will promptly review the appeal, and, if necessary, meet with the applicant and decide the merits of the appeal. If the findings of the Fire Chief or his or her designee verify that the Special Tax levied should be modified, the Special Tax levy for future Fiscal Years shall be corrected, and a credit against future Special Taxes shall be arranged, if applicable. Any overcharges shall be corrected solely by means of adjustments to future Special Tax levies; no cash refunds shall be made. Any dispute over the decision of the Fire Chief or his or her designee shall be referred to the Board and the decision of the Board shall be final.

Interpretation may be made by resolution of the Board for purposes of clarifying any vagueness or uncertainty as it relates to the application of the Special Tax rate or the method of apportionment or the classification of properties or any definition applicable to the CFD.

G. COLLECTION OF THE SPECIAL TAX

The Special Tax shall be collected each year in the same manner and at the same time as ad valorem property taxes are collected and shall be subject to the same penalties and lien priorities in the case of delinquency as is provided for ad valorem taxes. The District shall cause the actions required above to be done for each Fiscal Year in a timely manner to assure that the schedule of the Special Taxes to be collected are received by the County Auditor for inclusion with billings for such ad valorem taxes for the applicable Fiscal Year.

H. ANNEXATION OF TERRITORY

Any territory to be annexed to the CFD shall, in addition to payment of Special Taxes at the rate set forth above, be subject to payment of any costs incurred by the District in conducting the annexation process.

Attachment 2

RESOLUTION NO. 2020-37

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
COSUMNES COMMUNITY SERVICES DISTRICT CALLING A SPECIAL ELECTION
OF THE QUALIFIED ELECTORS OF THE TERRITORY TO BE ANNEXED TO
COMMUNITY FACILITIES DISTRICT NO. 1**

**COSUMNES COMMUNITY SERVICES DISTRICT
Community Facilities District No. 1 (Elk Grove Fire Protection)
Annexation No. 27**

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

WHEREAS, on June 17, 2020, the Board adopted a Resolution No. 2020-29 entitled "Resolution of the Board of Directors of the Cosumnes Community Services District Declaring Intention to Annex Territory to Community Facilities District No. 1 (Elk Grove Fire Protection) and Authorize the Levy of Special Taxes Therein" (the "Resolution of Intention") pursuant to the California Government Code Section 53311 et seq. (the "Act"); and

WHEREAS, the Resolution of Intention to Annex Territory set a public protest hearing to be held concurrently on August 5, 2020, ("Public Hearing"); and

WHEREAS, at the close of the Public Hearing, the Board determined that there was no majority protest under the provisions of the Act; and

WHEREAS, at the conclusion of the Public Hearing, the Board adopted Resolution No. 2020-36 entitled "Resolution of the Board of Directors of the Cosumnes Community Services District to Annex Territory to Community Facilities District No. 1" (the "ROA") with respect to the CFD Annexation No. 27 pursuant to the Act; and

WHEREAS, pursuant to the provisions of the ROA, a proposition to authorize the levy of special taxes within the territory to be annexed to the CFD is to be submitted to the qualified electors of the annexation territory as required by the Act.

NOW, THEREFORE, BE IT RESOLVED, as follows:

1. The Board has heretofore found that fewer than twelve persons have been registered to vote within the territory of the CFD for the ninety days preceding the close of the public hearing heretofore held by the Board for the purposes of these proceedings. Accordingly, the vote shall be by the land owners of the CFD, and each owner of record at the close of such public hearing, or the authorized representative thereof, shall have one vote for each acre or portion of an acre that he or she owns within the CFD.

2. The date of the election shall be August 5, 2020, and the Board Clerk shall conduct the election. The election shall be conducted by either personally delivered or mailed ballots, and in accordance with the provisions of law regulating elections of the District insofar as such provisions are determined by the Board Clerk to be applicable. The voted ballots shall be returned to the Board Clerk not later than 4:30 p.m. on August 5, 2020 at such time the election will be closed.
3. The form of the ballot for the election is attached hereto as Exhibit A and by this reference incorporated herein. The Board Clerk has cause to be delivered to each of the qualified electors of the territory to be annex to the CFD a ballot in said form. Each ballot indicates the number of votes to be voted by the respective elector based upon the number of acres of land owned by such elector as set forth above. The identification envelope for return of the ballot was enclosed with the ballot, and shall contain (a) the name and address of the landowner, (b) a declaration, under penalty of perjury, stating that the elector is the owner of record, or the authorized representative thereof, and is the person whose name appears on the identification envelope, (c) the printed name, signature and address of the elector, (d) the date of signing and place of execution of the declaration described above and (e) a notice that the envelope contains an official ballot and is to be opened only by the Board Clerk. Analysis and arguments with respect to the ballot proposition are hereby waived.
4. There is on file with the Board Clerk a Petition, Consent and Waiver executed by each qualified elector of the CFD requesting a shortening of the time for the special election in order to expedite the process of formation of the CFD and waiving any requirement for analysis and arguments in connection therewith.

PASSED AND ADOPTED by the Board of Directors of the Cosumnes Community Services District at a regular meeting of said Board held on the 5th day of August 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

President, Cosumnes CSD Board of Directors

ATTEST:

Clerk of the Board

**OFFICIAL BALLOT
SPECIAL LANDOWNER TAX ELECTION**

**Cosumnes Community Service District
Community Facilities District No. 1 (Elk Grove Fire Protection)
Annexation No. 27**

This ballot is for the special landowner annexation election. You must return this annexation ballot in the enclosed postage paid envelope to the office of the Clerk of the Board of the Cosumnes Community Service District no later than 4:30 p.m. on August 5, 2020, either by mail or in person. The Cosumnes Community Service District office is located at 9355 E Stockton Blvd., Suite 185, Elk Grove, CA 95624.

To Vote, mark a cross (X) in the voting square after the word "YES" or after the word "NO." All marks otherwise made are forbidden. All distinguishing marks are forbidden and make the ballot void. If you wrongly mark, tear, or deface this ballot, please return it to the Cosumnes Community Service District to obtain another.

| | |
|--|-----------------------------|
| BALLOT MEASURE: Shall the Cosumnes Community Services District, by and for its Community Facilities District No. 1 (Elk Grove Fire Protection) (the "CFD"), be authorized to levy special taxes within the territory annexed to said CFD pursuant to and as described in Resolution No. 2020-29 of the Cosumnes Community Services District adopted by its Board on June 17, 2020? | YES: _____ NO: _____ |
|--|-----------------------------|

By execution in the space provided below, you 1) declare under penalty of perjury that you are the owner of record or the authorized representative of the landowner entitled to vote this ballot; and 2) confirm your waiver of the time limit pertaining to the conduct of the election and any requirement for notice of election and analysis and arguments with respect to the ballot measure, as such waivers are described and permitted by Sections 53326(a) and 53327(b) of the California Government Code.

Number of Votes: _____
Property Owner: _____
Attention: _____

By: _____

Title: _____

Attachment 3

RESOLUTION NO. 2020-38

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE COSUMNES
COMMUNITY SERVICES DISTRICT DECLARING RESULTS OF SPECIAL TAX
ELECTION, DETERMINING VALIDITY OF PRIOR PROCEEDINGS, AND
DIRECTING RECORDING OF AMENDED NOTICE OF SPECIAL TAX LIEN**

**COSUMNES COMMUNITY SERVICES DISTRICT
Community Facilities District No. 1
(Elk Grove Fire Protection)
Annexation No. 27**

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

WHEREAS, in proceedings heretofore conducted by the Board pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (the “Act”), this Board has heretofore adopted a resolution calling a special election of the qualified landowner electors in the territory to be annexed to Community Facilities District No. 1 (the “CFD”); and

WHEREAS, all requirements, including but not limited to any time limit, pertaining to the conduct of the special election have been waived by unanimous consent of the qualified electors of the CFD as authorized by the Act, which executed Landowner Petition, Waiver and Consent from each qualified elector is on file with the Board Clerk, and with the concurrence of the Board Clerk as the designated election official conducting the election; and

WHEREAS, as authorized by the unanimous waiver of special election requirements by all qualified electors pursuant to the Act (California Government Code section 53326(a)), the special election is by ballot mailed with the Notice of Public Hearing to all the property owners within the CFD by the Board Clerk on July 11, 2020, to be tabulated by the Board Clerk at 4:30 p.m. or as soon thereafter at the close of the public hearing on August 5, 2020; and

WHEREAS, the Board Clerk has certified that a ballot in the form set forth in Exhibit A hereto has caused to be delivered to each of qualified electors in the CFD, that each ballot indicated the number of votes to be voted by the respective landowner to which it pertains, that each ballot was accompanied by all supplies and written instructions necessary for the use and return of the ballot, and that the envelopes to return the ballot were enclosed with the ballot, and contained the following: (a) the name and address of the landowner, (b) a declaration, under penalty of perjury, stating that the voter is the owner of record or authorized representative of the landowner entitled to vote and is the person whose name appears on the envelope, (c) the printed name, signature and address of the voter, (d) the date of signing and place of execution of the declaration

pursuant to clause (b) above, and (e) a notice that the envelope contains an official ballot; and

WHEREAS, the Board Clerk accepted the ballots of the qualified electors in her office upon and prior to 4:30 p.m. on August 5, 2020, or as soon thereafter as the matter could be heard, which is the special election date, whether said ballots be personally delivered or received by mail. The Board Clerk also made available ballots to be marked at her office on the election day by said qualified electors; and

WHEREAS, the Board Clerk has on file a Canvass and Statement of Results of Election, a copy of which is attached hereto as Exhibit B; and

WHEREAS, the Board has reviewed that canvass and hereby approves it.

NOW, THEREFORE, BE IT RESOLVED, as follows:

Section 1. Recitals. The foregoing recitals are all true and correct.

Section 2. Issues Presented. The issues presented at the special election were the levy of a special tax within the CFD pursuant to the Resolution of Annexation.

Section 3. Canvass and Issues Approved. The Board hereby approves the Canvass and finds that it shall be a permanent part of the record of its proceedings for the CFD. Pursuant to the Canvass, the issues presented at the special election were approved by the qualified electors of the CFD by more than two-thirds of the votes cast at the special election.

Section 4. Proceedings Approved. Pursuant to the voter approval, the territory to be annexed to the CFD is hereby declared to be fully annexed with the authority to levy the special taxes in accordance with the approved Rate and Method of Apportionment as heretofore provided in these proceedings and in the Act. It is hereby found that all prior proceedings and actions taken by this Board with respect to the CFD were valid and in conformity with the Act

Section 5. Amended Notice of Tax Lien. The Board Clerk is hereby directed to complete, execute and cause to be recorded in the office of the County Recorder of the County of Sacramento an Amended Notice of Special Tax Lien in the form required by the Act, such recording to occur no later than 15 days following adoption by the Board of this resolution.

PASSED AND ADOPTED by the Board of Directors of the Cosumnes Community Services District at a regular meeting of said Board held on the 5th day of August 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

President, Cosumnes CSD Board of Directors

ATTEST:

Clerk of the Board

EXHIBIT A

**OFFICIAL BALLOT
SPECIAL LANDOWNER TAX ELECTION**

**Cosumnes Community Service District
Community Facilities District No. 1 (Elk Grove Fire Protection)
Annexation No. 27**

This ballot is for the special landowner annexation election. You must return this annexation ballot in the enclosed postage paid envelope to the office of the Clerk of the Board of the Cosumnes Community Service District no later than 4:30 p.m. on August 5, 2020, either by mail or in person. The Cosumnes Community Service District office is located at 9355 E Stockton Blvd., Suite 185, Elk Grove, CA 95624.

To Vote, mark a cross (X) in the voting square after the word "YES" or after the word "NO." All marks otherwise made are forbidden. All distinguishing marks are forbidden and make the ballot void. If you wrongly mark, tear, or deface this ballot, please return it to the Cosumnes Community Service District to obtain another.

BALLOT MEASURE: Shall the YES: _____
Cosumnes Community Services District, NO: _____
by and for its Community Facilities District
No. 1 (Elk Grove Fire Protection) (the
"CFD"), be authorized to levy special taxes
within the territory annexed to said CFD
pursuant to and as described in Resolution
No. 2020-29 of the Cosumnes Community
Services District adopted by its Board on
June 17, 2020?

By execution in the space provided below, you 1) declare under penalty of perjury that you are the owner of record or the authorized representative of the landowner entitled to vote this ballot; and 2) confirm your waiver of the time limit pertaining to the conduct of the election and any requirement for notice of election and analysis and arguments with respect to the ballot measure, as such waivers are described and permitted by Sections 53326(a) and 53327(b) of the California Government Code.

Number of Votes: _____
Property Owner: _____
Attention: _____

By: _____
Title: _____

EXHIBIT B

CANVASS AND STATEMENT OF RESULT OF ELECTION

**COSUMNES COMMUNITY SERVICES DISTRICT
Community Facilities District No. 1
(Elk Grove Fire Protection)
Annexation No. 27**

I hereby certify that on this date, I canvassed the returns of the election held on this date, in Community Facilities District No. 1 (Elk Grove Fire Protection) Annexation No. 27 of the Cosumnes Community Services District which election is designated as the Special Tax Election, and the total number of ballots cast and the total number of votes cast for and against the measure are as follows and the totals as shown for and against the measure are full, true and correct:

| | Qualified | | | |
|---|--------------------------|------------------|--------------|--------------------|
| | Landowner Ballots | Landowner | Votes | |
| | Ballots | Cast | Votes | Cast YES NO |
| Cosumnes Community Services District Community Facilities District No. 1 Annexation No. 27 Special Tax Election August 5, 2020 | <u>2</u> | _____ | _____ | _____ |

BALLOT MEASURE: Shall the Cosumnes Community Services District, by and for its Community Facilities District No. 1 (Elk Grove Fire Protection) (the "CFD"), be authorized to levy special taxes within the territory annexed to said CFD pursuant to and as described in Resolution No. 2020-29 of the Cosumnes Community Services District adopted by its Board on June 17, 2020?

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND this 5th day of August, 2020.

COSUMNES COMMUNITY SERVICES DISTRICT

By: _____
Clerk of the Board

Attachment 4

**RECORDING REQUESTED BY AND
AFTER RECORDATION RETURN TO:**

Mike McLaughlin, Fire Chief
Cosumnes Fire Department
Cosumnes Community Services District
10573 E. Stockton, Blvd.
Elk Grove, CA 95624

**AMENDED
NOTICE OF SPECIAL TAX LIEN**

**COSUMNES COMMUNITY SERVICES DISTRICT
Community Facilities District No. 1
(Elk Grove Fire Protection)
Annexation No. 27**

Pursuant to the requirements 3117.5 of the California Streets and Highways Code and the Mello-Roos Community Facilities Act of 1982, as amended, commencing with Section 53311 of the California Government Code (the "Act"), the undersigned Clerk of the Board of the Cosumnes Community Services District, County of Sacramento, State of California, hereby gives notice (the "Notice") of the foregoing and that a lien to secure payment of a special tax is hereby imposed by the Board of Directors of the Cosumnes Community Services District, County of Sacramento, State of California. The special tax secured by this lien is authorized to be levied for the purpose of providing the facilities and services, including incidental expenses, in and according to the rate and method of apportionment set forth in the certain Notice of Special Tax Lien heretofore recorded in the Office of the County Recorder of the County of Sacramento, State of California on July 11, 2012 as Instrument No. in Book 20120611, Page 0777, to which recorded Notice of Special Tax Lien reference is hereby made and the provisions of which are hereby incorporated by this reference.

This Amended Notice of Special Tax Lien amends the Notice of Special Tax Lien to add to the territory of Community Facilities District No. 1 (Elk Grove Fire Protection) of the Cosumnes Community Services District ("CFD") the lands set forth in that certain "Annexation Map No. 27 to Community Facilities District No. 1 of the Cosumnes Community Services District, County of Sacramento, State of California," heretofore recorded in the Office of the County Recorder of the County of Sacramento, State of California on June 24, 2020 at Book 130 of the Maps of Assessment and Community Facilities Districts at Page 36.

The assessor's tax parcel(s) numbers of all parcels or any portion thereof which are affected by this Amended Notice of Special Tax Lien, together with the name(s) of the owner(s) thereof, as they appear on the latest secured assessment roll as of the date of recording hereof or as are otherwise known to the Cosumnes Community Services District are as set forth in Exhibit A attached hereto and hereby made a part hereof.

For further information concerning the current and estimated future tax liability of owners or purchasers of real property subject to this special tax lien, interested persons should contact Chief Mike McLaughlin, Cosumnes Fire Department, Cosumnes Community Services District, 10573 E. Stockton, Blvd., Elk Grove, CA 95624, telephone (916) 405-7101.

Dated: _____, 2020

By: _____
Clerk of the Board
Cosumnes Community Services District

EXHIBIT A

DESCRIPTION OF LANDOWNER'S PROPERTIES

**COSUMNES COMMUNITY SERVICES DISTRICT
Community Facilities District No. 1
(Elk Grove Fire Protection)
Annexation No. 27**

| Assessor's Parcel Number | Acres | Property Owner |
|---------------------------------|--------------|---|
| 134-0630-001-0000 | 4.269 | ALM ELK GROVE LLC |
| 134-0630-053-0000 | 1.769 | ALM ELK GROVE LLC |
| 122-0190-005-0000 | 9.78 | DUENAS JUAN PAULO DUENAS LIBIER GONZALEZ |

Attachment 5

**NOTICE OF PUBLIC HEARING
ON THE RESOLUTION DECLARING INTENTION TO ANNEX TERRITORY
COSUMNES COMMUNITY SERVICES DISTRICT
COMMUNITY FACILITIES DISTRICT NO. 1
(ELK GROVE FIRE PROTECTION)**

NOTICE IS HEREBY GIVEN that pursuant to California Government Code Section 53322, the Board will hold a public hearing at 6:30 p.m. on Wednesday, August 5, 2020 at the meeting place of the Board, 8820 Elk Grove Blvd, Elk Grove, California, to consider:

- A. A summary of the text of Resolution 2020-29 A RESOLUTION OF THE BOARD OF DIRECTORS OF THE COSUMNES COMMUNITY SERVICES DISTRICT DECLARING INTENTION TO ANNEX TERRITORY TO COMMUNITY FACILITIES DISTRICT NO. 1 AND TO AUTHORIZE THE LEVY OF THE SPECIAL TAX THEREIN is as follows:

The Board has conducted proceedings to establish Community Facilities District No. 1 (Elk Grove Fire Protection) (the "CFD") pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (the "Act"), Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing at Section 53311, of the California Government Code and The Board hereby finds and determines that public convenience and necessity require that territory be added to the CFD. The name of the existing CFD is "Cosumnes Community Services District Community Facilities District No. 1 (Elk Grove Fire Protection)." The territory included in the existing CFD is set forth in the map of the CFD recorded in the office of the County Recorder of the County of Sacramento in Book 116 at Page 1580 of Maps of Assessment and Community Facilities Districts, to which map reference is hereby made. The territory now proposed to be annexed to the CFD is as shown on Annexation Map No. 27 to the CFD, on file with the Clerk of the Board ("Board Clerk"). The services and facilities to be financed by the CFD (the "Services and Facilities") and pursuant to the Act are described in Exhibit A of Resolution No. 2012-25 of the District, adopted on June 6, 2012 (the "Resolution of Formation") which is incorporated herein by reference. The Resolution, Description of Facilities, Rate, and Method of Apportionment of Special Tax and the proposed boundaries of the Community Facilities District No. 1 Annexation No. 27 are on file with Chief Mike McLaughlin, Cosumnes Fire Department, Cosumnes Community, 10573 E. Stockton, Blvd., Elk Grove, California, and are available for review there during business hours by any interested persons.

On Wednesday, August 5, 2020, at the meeting place of the Board, 8820 Elk Grove Blvd., Elk Grove, California, this Board, as the legislative body for the CFD, will conduct a public hearing on the annexation of the territory to the CFD and consider and finally determine whether the public interest, convenience, and necessity require the annexation of the Property to the CFD and the levy of the Special Tax thereon.

At the public hearing, the testimony of all interested persons or taxpayers for or against the proposed annexation will be heard. If owners of one-half or more of the area of land in the existing CFD and not exempt from the Special Tax, or if the owners of one-half or more of the area of land in the territory proposed to be annexed and not exempt from the Special Tax, file written protests against the proposed annexation, and protests are not withdrawn so as to reduce the protests to less than a majority, no further proceedings to annex the same territory shall be undertaken for a period of one year from the date of the decision of the District Board on the issues discussed at the hearing.

(Due to COVID-19 there is a possibility the public hearing will be broadcast via livestream at <https://www.yourcsd.com/896/Live-Board-Meeting> or via Zoom meeting.)

STAFF REPORT

DATE: August 5, 2020
TO: Board of Directors
FROM: Paul Mewton, Chief of Planning, Design and Construction.
BY: Fred Bremerman, Project Manager
SUBJECT: AWARD OF CONTRACT FOR RECREATION CENTER AT BEEMAN PARK CONTRACT # PC-21-001



RECOMMENDATION

The Board of Directors:

- 1) Finds that the Recreation Center at Beeman Park Tenant Improvements (“Project”) is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA guidelines Section 15301;
- 2) Awards the contract for the construction of the Recreation Center at Beeman Park Improvements to Kayler/Dobler Construction, Inc. in the amount of \$529,000 plus a contingency in the amount of 52,900 (10%) for a total of \$581,900;
- 3) Authorizes the General Manager to sign the Contract Completion Notice upon acceptance of the project.

BACKGROUND/ANALYSIS

The Recreation Center at Beeman Park is located at 8830 Sharkey Avenue. The Board approved naming the facility as the Gil Albiani Recreation Center during their July 15, 2020 Board meeting. The Senior Center of Elk Grove has used the building since 1983 to conduct community programs.

On December 4, 2019 the CSD Board of Directors approved the Recreation Center Business Plan to repurpose the building as a multi-purpose recreation center to serve the 60,000 Elk Grove residents who live within a three-mile radius. The Business Plan identified multiple upgrades needed: new flooring, lighting, restrooms, and reconfiguring of spaces to best serve the public. Staff working with MFDB Architects, Inc. prepared specifications and drawings for tenant improvements which were subsequently put out to bid.

Environmental

The California Environmental Quality Act (Section 21000, et. seq. of the California Public Resources Code, hereafter CEQA) requires analysis of agency approvals of discretionary “projects.” A “project,” under CEQA, is defined as “the whole of an action, which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment.”

While proposed tenant improvements make this as a “project,” it is exempt from further CEQA review due to the Class 1 Categorical Exemption. This exemption, in CEQA Section 15301, states a project is exempt when the following applies: “Operation, repair, maintenance or minor alteration of existing structures or facilities not expanding existing uses.” Staff evaluated tenant improvements, as described in the bid documents, and determined these qualify for the Class 1 Categorical Exemption because they involve negligible or no expansion of use. No special circumstances exist that would create a reasonable possibility that the proposed project will have a significant, adverse effect on the environment. Therefore, no further environmental review is required.

Bid Recommendation

MFDB Architects, Inc. prepared the construction documents and staff put these out to bid at the end of June 2020. On July 15, 2020, six bids were received for the Recreation Center at Beeman Park Tenant Improvements.

| <u>Bidder</u> | <u>Base Bid</u> |
|----------------------------------|-----------------|
| Kayler/Dobler Construction, Inc. | \$ 529,000 |
| RBH Construction, Inc. | \$ 546,540 |
| Haggerty Construction, Inc. | \$ 586,562 |
| Swierstok Enterprise Inc. | \$ 588,000 |
| Bobo Construction, Inc. | \$ 598,510 |
| Diede Construction, Inc. | \$ 605,000 |

Kayler/Dobler Construction, Inc. is the lowest responsive bidder with a base bid in the amount of \$529,000. Kayler/Dobler Construction, Inc. has never provided construction services to the District in the past. Staff reviewed their references and past project history and they have successfully completed projects of similar complexity and scope with Elk Grove Unified School District, Placer County Water Agency, and Mother Load Unified School District.

The work to be performed under this contract includes remodel of 4,271 square feet of the 10,513 square feet recreation center. Works includes, but is not limited to demolition of interior walls, ceilings, doors and finishes; modification of existing and installation of new mechanical, plumbing and electrical systems; installation of new walls, ceilings, doors, windows and finishes.

Construction is anticipated to begin in September 2020. The contract allows 88 working days to complete the required work. It is anticipated the recreation center will open to the public in early 2021.

FINANCIAL ANALYSIS

There is no fiscal impact on District resources. As previously identified in the Board approved Recreation Center Business Plan, the project (design, construction and oversight) are funded by Eastern Elk Grove Park Impact Fees. Ongoing building operations are anticipated

to have a “net-neutral” impact on the CSD General Fund through a combination of new program revenues and reallocation of Department resources.

The Engineer’s Estimate for this project was \$580,000 for the base bid. The construction budget identified in the Fiscal Year 2020-2025 CSD Parks and Recreation Department Capital Improvement Plan (CIP) was \$600,000. The Kayler/Dobler Construction, Inc. base bid amount of \$529,000, plus 10% contingency in the amount of \$52,900, totals \$581,900, is below the amount budgeted in the CIP.

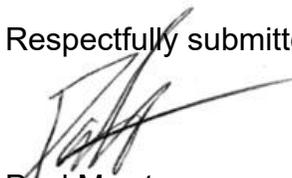
Separate from the contract bid award for tenant improvements, staff has identified other minor renovation work which would enhance recreation center aesthetics and improve long-term building sustainability in the remaining 6,300 square feet of the recreation center. This work includes lobby renovation, exterior building paint, upgrading worn out carpet, replacing cracked ceiling tiles, and upgrading light fixtures to low-cost LED models. This work could be completed by Kayler/Dobler Construction, Inc., or by other contractors, depending on price and quality of work. There is additional money within the 2020-25 CIP Project Budget to cover these expenses.

SUSTAINABILITY ANALYSIS

Building reconstruction includes energy-saving improvements such as replacing old lights with LED light fixtures, reuse of building doors in new spaces, and reuse of office desks and furniture.

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

Respectfully submitted,



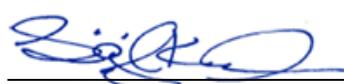
Paul Mewton
Chief of Planning, Design, and Construction

Staff Report recommendation authorized by:



General Manager

Approved as to Form:



District Counsel

STAFF REPORT



DATE: August 5, 2020

TO: Board of Directors

FROM: Nitish Sharma, Chief Administrative Officer

SUBJECT: **FISCAL YEAR 2019/20 FINANCIAL UPDATE**

RECOMMENDATION

The Board of Directors receives the Chief Administrative Officer's report on the financial update related to COVID-19 pandemic for the Fiscal Year end June 30, 2020.

BACKGROUND

The rapid emergence of the COVID-19 pandemic impacted the District's finances. Since March, the District followed health guidelines which triggered the closure of facilities and recreation programs and significantly reduced the District's part-time workforce. The revenue loss estimated for the fiscal year was approximately \$2.4 million. The District presented several solutions including a fiscal contingency plan (\$0.7 million), prior year carryover fund balance (\$0.4 million), and fire academy cost reconciliation of the Intergovernmental Revenue Transfer (IGT) fund balance (\$1.5 million) to offset the net loss as projected.

This report addresses the District goal to ensure financial stability, accountability, and transparency. Staff has further expanded the District's financial sustainability, accountability and transparency goal into fiscal cornerstones that are consistent from year over year. The four fiscal cornerstones are described below:

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

ANALYSIS

This financial update report summarizes the financial impacts of the COVID-19 pandemic on the District's General Fund through Fiscal Year end June 30, 2020.

General Fund Revenues, Expenditures and Fund Balance

General Fund Revenues

The General Fund revenues started the fiscal year on track and exceeding budget projections. The District property tax revenue collections were in accordance with County's estimates.

Ambulance receipts were expected to meet close to expected mid-year budget projections. Recreation revenues for the calendar year 2019 were projected to perform well in 2020 due to the full operation of the City of Elk Grove Aquatic Center and the expansion of programs and services in the Parks and Recreation Department. The COVID-19 pandemic began to affect the District revenue at the beginning of Quarter 3 of the 2019/20 Fiscal Year. As a result of the facility and program closures, the District earned limited revenue, far worse than the Great Recession. The District's major revenue categories and the projected results through Fiscal Year end June 30, 2020 are shown in Table 1.

Table 1: Fiscal Year 2019/20 General Fund Revenues¹

| Revenue Source | District Approved Appropriations ² | Year-To-Date Projections | 100% |
|--------------------------------|---|--------------------------|------|
| Property Taxes | \$49,532,085 | \$49,532,085 | 100% |
| Ambulance Revenue | \$13,124,761 | \$13,098,414 | 99% |
| Recreation Service Charges | \$6,675,039 | \$4,914,757 | 74% |
| Plan Review Fees/Fines/Permits | \$1,047,000 | \$1,115,260 | 106% |
| Interest Income | \$350,000 | \$357,727 | 102% |
| Building Rental Facilities | \$804,597 | \$638,360 | 79% |
| Cell Tower | \$315,187 | \$311,028 | 99% |

¹ Note: This table illustrates some of the General Fund revenue categories. The full reported will be presented pursuant to the completion of the fiscal year end annual audit.

² Note: District Approved Appropriations include the mid-year budget amendments.

General Fund Revenue:

- As the District's largest source of revenue, the District's property tax revenue collections are tracking in accordance with the budget and County's estimates at \$49.5 million. The District has received approximately 95% of the property taxes while the remainder of the property tax distributions is expected to be received in August 2020.
- Ambulance revenue is slightly lower than expected as a result of the reduction of EMS calls due to the COVID-19 pandemic. Total receipts for the year are \$13.1 million.
- Plan review fees reported revenues of \$1.1 million, or 106%, when compared to the mid-year budget projection.
- Interest income revenue exceeded expectations with year to date receipts totaling \$357,000. Staff continued to invest the District funds in a strategic manner to ensure that District assets continue to grow with the market conditions.
- Building rental facilities revenue decreased by \$166,000 when compared to the total adopted budget. The decrease is a result of the COVID-19 pandemic due to the closure of facilities and park sites for the last quarter of the fiscal year.
- Cell Tower revenue slightly decreased. The total receipts reported near budget projections, which continues to be a consistent and steady revenue stream for the District.
- Additional revenue from the Care Act Reimbursement is \$702,000. The District received reimbursement for the costs incurred during the pandemic from the Federal government. Staff is working on the second reimbursement that will be submitted later

next month. It is important to note that this is a one-time money received and will only be appropriated after the regulatory requirements have been met.

The recreation program and rental revenue (Table 2) took the biggest loss due to the pandemic. Staff originally projected a loss near \$2.2 million; however, the projected loss is approximately \$1.7 million. The variance between the staff projected loss during the beginning of the pandemic and the projected loss at year-end is primarily due to the revenue recovery from Emerald Lakes Golf Course operations. The District closed the Emerald Lakes Golf Course pursuant to the Governor’s Order; however, golf operations opened after a few months, as part of the Governor’s reopening plan. The Parks and Recreation major program and rental revenue categories and the projected results through Fiscal Year end June 30, 2020 are shown in Table 2.

Table 2: Parks and Recreation Department - Program and Rental Revenues¹

| Recreation Division | District Approved Appropriations ² | Year-To-Date Projections | 100% |
|--------------------------|---|--------------------------|------------|
| Community Enrichment | \$435,470 | \$306,430 | 70% |
| Aquatics | \$995,025 | \$573,984 | 58% |
| Sports | \$1,074,670 | \$672,104 | 63% |
| Youth Development | \$2,120,532 | \$1,640,961 | 77% |
| Special Events | \$361,727 | \$342,586 | 95% |
| Golf | \$957,569 | \$1,006,997 | 105% |
| Elk Grove Aquatic Center | \$730,046 | \$371,695 | 51% |
| Building Rental Fees | \$804,597 | \$638,360 | 79% |
| Total | \$7,479,636 | \$5,553,117 | 74% |

¹ Note This table illustrates some of the General Fund revenue categories. The full reported will be presented pursuant to the completion of the fiscal year end annual audit.

² Note: District Approved Appropriations include the mid-year budget amendments.

General Fund Expenditures:

Through the Fiscal Year End, the General Fund expenditures were \$69.9 million, or 97% of the District approved appropriations of \$71.9 million. District expenditures decreased with the parameters set forth within the fiscal contingency plan, along with other measures. The current savings of approximately \$1.9 million was saved to offset the potential losses primarily from the loss of revenues from recreation programs and rental revenues. The General Fund Operational Expenditures through Fiscal Year end June 30, 2020 are shown in Table 3.

Table 3: FY 2019/20 General Fund Operational Expenditures¹

| Department | District Approved Appropriations ² | Year-To-Date Projected | 97% |
|----------------------------|---|------------------------|-----|
| Personnel Costs | \$59,079,491 | \$58,075,178 | 98% |
| Operations and Maintenance | \$13,661,362 | \$12,571,362 | 92% |
| Total | \$71,925,358 | \$69,998,400 | 97% |

¹ Note This table illustrates some of the General Fund expenditures categories. The full reported will be presented pursuant to the completion of the fiscal year end annual audit.

² Note: District Approved Appropriations include the mid-year budget amendments.

Personnel Costs

For the year-end June 30, 2020, personnel costs are projected at approximately \$58.1 million, a decrease of \$1.0 million. The decrease in personnel costs can be attributed to the following:

- Part-time wages (-\$900,000): The District management team implemented a fiscal contingency plan at the beginning of April through the General Manager Executive Order 20-07. This resulted in a personnel costs savings of approximately \$1.2 million; however, the District incurred additional unemployment expenses of approximately \$300,000 through June 30, 2020. The net result was a decrease of \$900,000 in expenses.
- Reposition of full-time and regular part time staff (+250,000): Full-time and regular part time staff were reallocated to new positions with a focus on revenue generating programs. For example, Recreation Supervisors, Recreation Coordinators, Administrative Assistant, Office Specialists and Recreation Leaders from the front office, aquatics, concessions, sports and rentals were assigned to childcare, preschool, summer camps, and golf operations. Although the costs of the full-time staff are primarily funded from general taxes, it is important to note that this action resulted in the mitigating the total loss.
- Group insurance costs (-\$488,000): Retiree health costs are projected below budget by \$488,000 primarily due to the census data used for the annual determine payment which was based on 2019. The District management team will not count this as a total General Fund savings at this time due to the fact that the costs are being updated at the moment and the final amount will be adjusted based on the revised actuarial study.
- Overtime Costs (-\$130,000): Overtime costs for the year totaled \$5.0 million. The savings in overtime is related to an increase in the overtime budget at mid-year budget adjustments. The estimated savings of approximately \$130,000 will be used to offset the losses in EMS revenue that were originally used to increase the overtime budget. This will result in a net zero impact on the District's General Fund.
- Compensated absences (+\$100,000): The increase in costs related to compensated absences are primarily due to the retirement payout to unanticipated retirements. These costs are primarily offset by salary savings once the costs are reconciled and recorded. It is important to note the District continues to encourage staff to utilize vacation leave balances to ensure there is not a huge financial impact to the District finances. Therefore, vacation accrual caps are enforced District-wide. Staff will only be allowed to increase the vacation cap upon review and approval for recommendation by the Chief Administrative Officer to the General Manager.

Operations and Maintenance Costs

- Staff Development (-\$194,000): Conferences, training, pre-employment, employee travel and certifications costs were approximately \$194,000 below budget. This is due to the cancelation of various conferences, reductions in hiring, and other measures that were put in place to reduce the spread of coronavirus pandemic.

- Recreation Services and Supplies (-\$600,000): Program materials and supplies are historically purchased in the 3rd quarter of the fiscal year. The closure of recreation facilities and cancellation of programs resulted in the District to halt all purchases consistent with the District fiscal contingency plan.
- Automotive Expenses (+\$87,000): The increase is due to a combination of factors including the increase in the costs of materials and supplies and the increase in repairs due to the delay in the replacement of the capital equipment. Staff will continue to monitor the equipment needs on a district-wide basis. The replacement of the capital equipment will be reviewed by the Chief Administrative Officer prior to approval for any replacement.
- Clothing and Supplies (-\$204,000): The gross savings reported at fiscal year end as of June 30, 2020 in the clothing and supplies category was \$379,000. However, there was an encumbrance approved by the Board on June 3, 2020 to purchase the wildland protective personal equipment in the amount of \$175,000.

Fund Balance Reconciliation (\$1.5 million)

Staff reconciled the Intergovernmental Revenue Transfer (IGT) in the Fiscal Year 2019/20 to account for the portion of the academy costs that are attributable to the Emergency Management Services (EMS). The IGT fund balance at the beginning of the year was approximately \$3.4 million. Some of the fund balance should have been allocated toward the Academy that completed in Fiscal Year 2019/20. The total portion of the EMS costs for the Academy was \$1.5 over the last few years sufficient to offset the use of the reserve fund balance that was used during the adoption of the budget to fund the academy.

Overall, the District's personnel and maintenance operations budget are roughly \$1.9 million below budget. This will assist the District offset any budget shortfalls caused by the COVID-19 pandemic.

Next Steps

Staff have taken several steps to proactively adjust to COVID-19. Below are the items that staff will continue to update in the future Board meetings.

1. Financial: Fiscal Contingency Plan: Update and continue to monitor non-essential purchases, hiring, capital improvement projects and equipment, while matching expenditures with District resources. The Fiscal contingency plan is still in effect until the full reopening of the District facilities and services. Staff will adhere to the purchasing guideline in the Fiscal Contingency Plan during this time.
2. Request Federal Aid Assistance: Seek expedited reimbursement for supplies and labor directly related to COVID-19 through FEMA (Stafford and Cares Act) and Cal OES. Staff is gathering invoices related to Information Technology purchases, supplies and equipment purchases and other personnel costs to submit to FEMA for a reimbursement.
3. Long-Term Financial Plan (LTFM): An update of the framework components of the long-term financial forecast model, the assumptions used in the model, and the long-term

financial stability of the District. The LTFM will be presented to the Board as part of the Quarter 1 update.

4. Revenue Enhancements: Staff continues to evaluate the revenue enhancement opportunities in the current fiscal year.
5. Unfunded Liabilities: An analysis of the current unfunded pension obligations and retiree health obligations (Other Post-Employment Benefits) combined with the overall financial condition and assumptions within Cal PERS and its affects to the District. Staff is working with the District consultant, GovInvest, Incorporated, to update the District's retiree health actuarial study. The actuarial study will result in a catch-up retiree health cost as discussed above. Staff will present to the Board a full actuarial report once it is final.

SUSTAINABILITY ANALYSIS

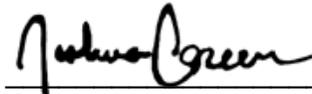
There is no sustainability analysis applicable to what is being presented in this report.

Respectfully submitted,



Nitish Sharma
Chief Administrative Officer

Staff Report recommendation authorized by:



General Manager

Approved as to Form:



District Counsel



Mission: To provide essential resources to overcome the many faces of hunger and human need.

July 14, 2020

Executive Director
Marie Jachino

Josh Green, General Manager
Cosumnes Community Services District
8820 Elk Grove Blvd.
Elk Grove, CA 95624

Board of Directors

Suman Singha, Ph.D
Chairperson

Dear Josh:

Jaclyn Kay
Vice Chairperson

On behalf of our staff, board of directors, volunteers and especially the over 7,000 individuals we serve each month I want to express heartfelt thanks to you and everyone involved for the generous contribution of FFA packaged meat in June to Elk Grove Food Bank Services. Although you may never know the names or hear the voices of the clients of the Food Bank you have helped, your donation made a profound difference.

Dean Scourtes
Treasurer

The unprecedented 600% spike in demand here in our local community and South County for assistance since the COVID-19 pandemic is unlike anything we have experienced at Elk Grove Food Bank Services. We have been adapting our operations to meet the increase need for food assistance and services, particularly among our most vulnerable seniors and children. We could not do this great work without donors and partners like CSD. Thank you so much for your generosity over the years.

Betty Hall
Secretary

Betty Hall
Immediate Past Chairperson

Glenn Guernard, Esq.
Melissa Ibrahim
Larry Sahota

With sincere gratitude,


Marie Jachino
Executive Director

*Josh,
Thank you for the
Unconditional support and
Partnership from CSD...*

P.O. Box 1447 Elk Grove CA 95759 916-685-8453 Fax 916-714-9931
www.elkgrovefoodbank.org Federal ID#38-366-4737

From: M. Cambridge <[REDACTED]>
Sent: Monday, July 27, 2020 11:53 AM
To: Laurel Schamber <LaurelSchamber@csdfire.com>
Subject: Re: Life jacket loan

The life jackets worked GREAT for our adventure on the lake. We were able to use them boating and kayaking. You helped keep my family safe this summer. Thank you so much for continuing the life jacket loan program-even through this year of COVID-19. We appreciate all you do for our community.

Stay Safe,
Marcy Cambridge

From: Laurel Schamber <LaurelSchamber@csdfire.com>
Sent: Tuesday, July 21, 2020 8:08 AM
To: M. Cambridge <[REDACTED]>
Subject: RE: Life jacket loan

Thank you very much!
The jackets are out front and ready for pick up. I found the XXL jacket and I also put one of the ugly orange coast guard ones in there just in case. Have a wonderful safe trip!

Laurel Schamber

Public Education Officer

Cosumnes Fire Department

10573 East Stockton Blvd., Elk Grove, CA 95624

Phone: (916) 405-7114 Fax: (916) 685-6622

Cell: (916) 997-0946

LaurelSchamber@csdfire.com

www.yourcsd.com



Serving Elk Grove
and Galt, CA



From: M. Cambridge <[REDACTED]>
Sent: Monday, July 20, 2020 9:28 PM
To: Laurel Schamber <LaurelSchamber@csdfire.com>
Subject: RE: Life jacket loan

Thank you for providing this program for us.

Marcy Cambridge

[REDACTED]
[REDACTED] (text or call)