

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



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

REGULAR BOARD OF DIRECTORS MEETING WEDNESDAY, SEPTEMBER 2, 2020

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, September 2. 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.

REGULAR BOARD MEETING – 6:30 P.M.

A. CALL TO ORDER

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

B. 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.

C. ANNOUNCEMENTS/PRESENTATIONS

None

D. CONSENT CALENDAR

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

4. Approve the August 12, 2020, Special Board Meeting Minutes.
5. Approve the August 19, 2020, Regular Board Meeting Minutes.
6. Approve a Multi-year Agreement for Decorative Fountain Maintenance.
7. Adopt Resolution No. 2020-42 Approving District Policies Section 3300 – Compensation and Benefits.
8. Adopt Resolution No. 2020-43, Intention to Annex Territory to Community Facilities District No. 1 (Elk Grove Fire Protection) (CFD 1).
9. Approve Resolution No. 2020-44, Authorizing the District to Accept, Implement and Manage Awarded State Homeland Security Grant.
10. Approve a Two-year Contract for a Wellness Coordinator with Pinnacle Training Systems, LLC.

RECOMMENDATION: Approve the consent calendar as presented.

E. PUBLIC HEARINGS

None

F. STAFF REPORTS

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

11. **SUBJECT:** Proclamation – Endorsing September as National Childhood Obesity Awareness Month. (T. Farris)

RECOMMENDATION:

- 1) Approve Proclamation Endorsing September as National Childhood Obesity Month.

12. **SUBJECT:** Proclamation – Celebrating the 100th Anniversary of the Ratification of the 19th Amendment. (K. Gonzalez)

RECOMMENDATION:

- 1) Approve Proclamation Celebrating the 100th Anniversary of the Ratification of the 19th Amendment.

13. **SUBJECT:** Proclamation – Endorsing September as Firefighters Appreciation Month. (K. Gonzalez)

RECOMMENDATION:

- 1) Approve Proclamation Endorsing September as Firefighter Appreciation Month.

G. INFORMATIONAL ITEMS

14. Note from a former preschool parent complimenting Pre-school teacher “Ms. Robbie” for having prepared her child well for kindergarten.

H. BOARD OF DIRECTOR’S BUSINESS

- 15. City of Elk Grove Liaison
- 16. City of Elk Grove Two by Two
- 17. City of Galt Liaison
- 18. City of Galt Two by Two
- 19. Elk Grove Cosumnes Cemetery District Two by Two
- 20. Elk Grove USD Two by Two
- 21. Senior Center Board
- 22. Elk Grove Historical Society
- 23. Elk Grove Chamber of Commerce
- 24. Galt Chamber of Commerce
- 25. Diversity Work Group
- 26. Northern California Special Districts Insurance Authority
- 27. Fire Communications Center
- 28. Sacramento County Treasury Oversight Committee
- 29. Miscellaneous Reports
- 30. Meeting/Event Approval
- 31. 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 September 2, 2020 Regular Meeting of the Cosumnes Community Services District Board of Directors was posted on August 27, 2020 at 8820 Elk Grove Blvd., Elk Grove, California, 95624, and was available for public review at that location.

Signed this 27th day of August, 2020.



**COSUMNES COMMUNITY SERVICES DISTRICT
WEDNESDAY, AUGUST 12, 2020
SPECIAL BOARD MEETING – 4:30 PM
MINUTES**

SPECIAL BOARD MEETING – 4:30 PM

ATTENDANCE

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

1. CALL TO ORDER/ROLL CALL

President Fuentes called the meeting to order at 4:30 pm

2. COMMUNICATIONS FROM THE PUBLIC

None

3. EXECUTIVE SESSION:

A. RECESS TO EXECUTIVE SESSION

a. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION Initiation of Litigation Pursuant to Paragraph (4) of Subdivision (d) of Section 54956.9: 1 case

4. ADJOURNMENT:

President Fuentes reported out of Executive Session that the Board unanimously authorized staff to file litigation as necessary.

President Fuentes with no further business the meeting was adjourned at 5:15 p.m.

Approved: _____
Board President

Attest: _____
Secretary to the Board

**COSUMNES COMMUNITY SERVICES DISTRICT
EXECUTIVE SESSION – 5:30 PM
REGULAR BOARD MEETING – 6:30 PM
WEDNESDAY, AUGUST 19, 2020
MINUTES**

EXECUTIVE SESSION – 5:30 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

Vice President Luttrell recessed to Executive Session at 5:30 p.m.

- a. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Initiation of Litigation Pursuant to Paragraph (4) of Subdivision (d) of Section 54956.9: 1 case

REGULAR BOARD MEETING – 6:30 PM

ATTENDANCE

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

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. Vice President Luttrell had nothing to report out of Executive Session
2. Vice President Luttrell called the meeting to order at 6:33 p.m.
3. GIS Specialist John Herrera and Facilities Maintenance Lead Donshay Williams led the Pledge of Allegiance.
4. A moment of silence was observed in honor of firefighters who are battling statewide fires and Former state Assembly Member Gwen Moore of Los Angeles. Ms. Moore served in the Assembly from 1978 – 1994.

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

None

E. CONSENT CALENDAR

8. Approve the August 5, Regular Board Meeting Minutes.
9. Receive and File the Informational Report on the Sacramento Tree Foundation Tree Planting Project at Emerald Lakes Golf Course.
10. Approve Resolution No. 2020-35 Designating Officials Authorized to Apply for Disaster Assistance.
11. Approve Resolution No. 2020-40 Consenting to the Recording of a Pedestrian Easement and Public Utility Easement on Station 78.
12. Approve Contract with FGI Group Investigations for Background Investigative Services.
13. Authorize the General Manager to Execute an Agreement with Integrated Fire Systems, Inc. for Monitoring, Testing, Inspection and Repair of District Fire System Equipment.
14. Adopt Resolution No. 2020-41, authorizing the General Manager to Appoint the Fire Chief, Deputy Fire Chief, or Assistant Fire Chief as the District's Representative to the SRFEC Board.

Director Albiani moved to approve consent items 8 through 14; seconded by Director Brewer. Vote was unanimous.

F. PUBLIC HEARINGS

None

G. STAFF REPORTS

15. **SUBJECT:** Cosumnes Community Services District Inclusive Language Guide Presentation.

RECOMMENDATION:

- 1) Receive and file the District Inclusive Language Guide.

Director of Business and Community Affairs Kelly Gonzalez presented the staff report.

Directors congratulated and thanked the staff for all the work being done on this field and the great guide.

H. INFORMATIONAL ITEMS

16. Note from Mr. Brian Davis complimenting the District and staff for the excellent parks system.
17. Note from Mr. Mel Osborn from East Lawn Cemeteries thanking Public Education Officer Laurel Schamber for helping with their fire extinguisher training.
18. Note from Mr. Mark Smylie thanking the District's first responders for all the work they do for the community.
19. Note from the Sacramento County Sheriff's Office thanking the District for the mutual aid and support provided during the protests in Sacramento.

I. BOARD OF DIRECTORS BUSINESS

20. Miscellaneous Reports
21. Meeting/Event Approval
22. Meeting/Event Report

Director Albiani asked staff to work with the Elk Grove Unified School District and possibly share the Inclusive Language guide to be included in their curriculum.

J. IDENTIFICATION OF ITEMS FOR FUTURE MEETING

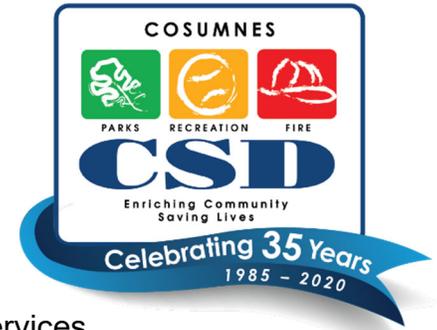
None

K. ADJOURNMENT

With no further business, the meeting was adjourned at 7:00 p.m.

Approved: _____
Board President

Attest: _____
Secretary to the Board



STAFF REPORT

DATE: September 2, 2020

TO: Board of Directors

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

BY: Eileen Alcanices, Management Analyst

SUBJECT: APPROVAL OF MULTI-YEAR AGREEMENT FOR DECORATIVE FOUNTAIN MAINTENANCE

RECOMMENDATION

The Board of Directors authorizes the General Manager to execute a one year agreement with the option to extend for up to two additional one year periods, with Solitude Lake Management DBA Aquatic Environments to provide maintenance of decorative fountains within Zone 17 – City of Elk Grove.

BACKGROUND/ANALYSIS

The Cosumnes Community Services District (District) is responsible for decorative fountain maintenance at Promenade Park, Rose Garden Park, and the Del Webb Boulevard entry on behalf of the City of Elk Grove (City) per the MOU for Landscape Maintenance Services between the City and District.

Staff prepared a bid document for decorative fountain maintenance which included weekly water quality checks, equipment inspections, and mechanical vault inspections. This ensures equipment longevity and visual appropriateness.

FINANCIAL ANALYSIS

A Request for Proposal (RFP) was released and published on the District's website on July 22, 2020. At RFP close date of August 12, 2020, Solitude Lake Management was the only responsive bidder.

Location	Year 1 (Per Month)	Year 2 (Per Month)	Year 3 (Per Month)
Promenade Park Fountain	\$214.50	\$214.50	\$214.50
Rose Garde Fountain	\$214.50	\$214.50	\$214.50
Del Webb Boulevard Fountain	\$350.00	\$350.00	\$350.00

This company has successfully provided fountain maintenance services at Promenade Park, Rose Garden Park, and the Del Webb Boulevard entry for the past three years.

The City provides reimbursement funding for maintenance of all Laguna Ridge landscape and amenities, including the fountains identified above. The Fiscal Year 2020-2021 Lighting and Landscape budget includes funding for decorative fountain maintenance.

Staff recommends that the Board awards a 12-month agreement to Solitude Lake Management with the option to extend the agreement for up to two (2) additional twelve (12) month terms. By securing this agreement, the District is provided consistent pricing for the next three years.

SUSTAINABILITY ANALYSIS

Proper inspection and maintenance of the water fountains ensures that the fountains operate at maximum efficiency and water usage is kept at a minimum.

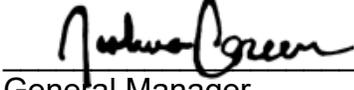
Should you have any questions, please contact me prior to the Board meeting.

Respectfully submitted,



Steve Sims
Director of Parks and Neighborhood Services

Staff Report recommendation authorized by:



General Manager

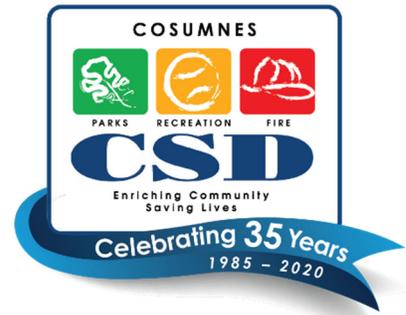
Approved as to Form:



General Counsel

STAFF REPORT

DATE: September 2, 2020
TO: Board of Directors
FROM: Joshua Green, General Manager
BY: Carolyn Baptista, Sr. Management Analyst **DISTRICT POLICIES**
SUBJECT: APPROVAL OF POLICIES: SECTION 3300 DISTRICT POLICIES



RECOMMENDATION

The Board of Directors adopts Resolution No. 2020-42 (**Attachment A**) approving the policies within Section 3300: Compensation and Benefits.

BACKGROUND/ANALYSIS

Throughout this year staff have been reviewing and restructuring policies and procedures per the application and process outlined in Board Policy #1000, Adoption and Amendment of Policies. The District's new policy structure categorizes policies into six sections, each defining the policy type (Board, District, Department), approval level, and subject matter. Due to the restructure of all Board and District policies, staff will request the Board review and approve both Board and District policies for this origination.

Before policies are presented to the Board for approval, they are taken through a comprehensive review process which includes the opportunity for staff to provide updates as required to improve effectiveness or clarity. Included as **Attachment A** are the newly created and/or updated policies within Section 3300: Compensation & Benefits. These policies have been through the review process and are now ready for Board adoption. It is the recommendation for the Board to adopt Resolution 2020-42 approving the policies within Section 3300.

3300: Compensation and Benefits

- 3305 Benefits General
- 3310 Holidays, Vacations, and Other Leaves
- 3313 Family and Medical Leave
- 3315 Catastrophic Leave
- 3320 Lectures, Meetings, Trainings, and Conferences - Working Time
- 3325 Rest and Meal Periods
- 3330 Compensation
- 3335 Employee Development and Training
- 3340 Time Keeping and Payroll

FINANCIAL ANALYSIS

This report has no impact on District resources.

SUSTAINABILITY ANALYSIS

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

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

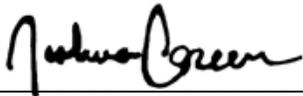
Respectfully submitted,



Joshua Green
General Manager

Attachment A Resolution 2020-42 Adopting District Policy Section 3300:
 Compensation and Benefits

Staff Report recommendation authorized by:



General Manager

Approved as to Form:



General Counsel

RESOLUTION NO. 2020-42

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
COSUMNES COMMUNITY SERVICES DISTRICT ADOPTING DISTRICT POLICY
SECTION 3300: COMPENSATION AND BENEFITS**

WHEREAS, the Cosumnes Community Services District (“District”) is responsible for establishing policies and procedures to ensure the appropriate control and management of District functions; and

WHEREAS, the District must review, and if necessary, update policies and procedures to keep the District up to date with regulations, technology, and government best practices; and

WHEREAS, it has been determined by District Executive Staff that all Board and District policies and procedures must be updated and redeveloped in order to bring the District up to standards with organization, transparency, and accessibility of information; and

WHEREAS, the District will implement the following policy structure for Board, District, and Department policies:

- Section 1000: Administrative Rules (Board)
- Section 2000: Administration (District)
- Section 3000: Personnel (District)
- Section 4000: Board (Board)
- Section 5000: Fire Department (Department)
- Section 6000: Parks and Recreation Department (Department)

WHEREAS, due to the restructure of all Board and District policies, the Board will review and approve both Board and District policies upon this origination, and after the initial Board approval, future District policies will be reviewed and approved by the General Manager per Policy #1000 Adoption and Amendment of Policies.

**NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE COSUMNES
COMMUNITY SERVICES DISTRICT DOES HERBY RESOLVE AS FOLLOWS:**

Section 1. Item of Section. The Board of Directors hereby adopts the District Policies listed within Section 3300: Compensation and Benefits set forth in Exhibit “A” incorporated herein.

Section 2. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference

Section 3. Necessary Acts. The General Manager or designee is hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution.

Section 4. Effective Date of Resolution. This Resolution shall take effect immediate upon its adoption.

PASSED AND ADOPTED by the Board of Directors of the Cosumnes Community Services District, this 2nd day of September 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Orlando Fuentes, President

ATTEST:

Joshua Green, Secretary

RESOLUTION NO. 2020-42

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
COSUMNES COMMUNITY SERVICES DISTRICT ADOPTING DISTRICT POLICY
SECTION 3300: COMPENSATION AND BENEFITS**

EXHIBIT "A"

3300: *COMPENSATION AND BENEFITS*

- 3305 Benefits General
- 3310 Holidays, Vacations, and Other Leaves
- 3313 Family and Medical Leave
- 3315 Catastrophic Leave
- 3320 Lectures, Meetings, Trainings, and Conferences - Working Time
- 3325 Rest and Meal Periods
- 3330 Compensation
- 3335 Employee Development and Training
- 3340 Time Keeping and Payroll

BENEFITS GENERAL

Policy # **3305**

Original Effective Date: 09/02/2020

Revision Date:

Type of Policy: BOARD DISTRICT FIRE PARKS

POLICY

3305.1 The Cosumnes Community Services District (“District”) provides health benefit programs to eligible employees and their qualified dependents. The District’s plans are compliant with the Affordable Care Act.

PURPOSE AND SCOPE

3305.2 The offering of a wide variety of benefits allows the employee to create a secure and balanced life for themselves and their family outside of work.

3305.3 This policy applies to all District executives and eligible employees.

APPLICATION / PROCEDURE

3305.4 Definitions:

a. None

3305.5 The District has developed a set of employee benefit programs to supplement employees’ regular wages. This includes a comprehensive health benefits insurance plan for eligible employees and their dependents, including medical, dental, and vision insurance, as well as participation in the California Public Employees Retirement System (“CalPERS”). All full-time employees are eligible for health insurance and retirement benefits. New employees become eligible for benefits the first day of the month following the date of hire. All employees receive information regarding benefit plans during their initial employee orientation.

3305.6 The District reserves the right to change, suspend, or eliminate any benefit at its sole discretion when conditions warrant, following communication to employees. Employees will be notified of any changes in employee benefit programs at meetings or through trainings, e-mail notifications, and/or newsletters.

3305.7 The Human Resources Division provides a list of the most current benefit options. Human Resources will annually publish a benefits brochure. Employees with questions regarding benefit matters should discuss them with their supervisor or a member of the Human Resources staff.

REFERENCES

3305.8 Human Resources Benefits Brochure

HOLIDAY, VACATION, & OTHER LEAVES

Policy # **3310**

Original Effective Date: 09/02/2020

Revision Date:

Type of Policy: BOARD DISTRICT FIRE PARKS

POLICY

3310.1 The Cosumnes Community Services District (“District”) shall create and maintain reasonable leave types and establish procedures for paid time off, unpaid time off, and time required by federal and local laws.

PURPOSE AND SCOPE

3310.2 The District understands that employees need to take time off when they are sick or need to attend to personal matters. This policy is enacted in order to ensure that employees receive the appropriate amount of leave time necessary to take care of themselves while ensuring the District can function and meet its professional obligations.

3310.3 This policy applies to all District executives and employees.

APPLICATION / PROCEDURE

3310.4 Definitions:

a. Length of Service:

1. Includes time taken while on leave of absence without pay for military service or Family Medical Leave.
2. Includes time under temporary appointment considered upon permanent appointment to District service.
3. Includes any continuous absence because of injury in the line of duty.

b. Serious Health Condition:

1. An illness, injury, impairment, or physical or mental condition that entails:
 - i. Inpatient care in a hospital, hospice, or residential medical care facility; or,
 - ii. Continuing treatment by a health care provider.
2. A serious health condition does not include minor illnesses, such as the common cold, flu, earaches, upset stomach, or routine dental problems,

orthodontic treatments, or periodontal disease. Complications, if they arise, could convert a minor illness into a serious health condition.

3. The medical certification provision that an employee is "needed to care for" a family member encompasses both physical and psychological care. It includes situations where, for example, because of a serious health condition, the family member is unable to care for their own basic medical, hygienic, or nutritional needs or safety, or is unable to transport themselves to the doctor, etc. The term also includes providing psychological comfort and reassurance which would be beneficial to a child, spouse, or parent with a serious health condition who is receiving inpatient or home care. The term also includes situations where the employee may be needed to fill in for others who are caring for the family member, or to make arrangements for changes in care, such as transfer to a nursing home.

c. Catastrophic Leave Definitions:

1. Catastrophic illness or injury is defined as a non-work-related illness or injury which is expected to incapacitate an employee, and which creates a financial hardship because the employee has exhausted all their sick leave and other paid time off.
2. A time bank is one or more hours of leave credit donated by one or more employees to another employee who has been incapacitated by a catastrophic illness or injury.
3. Eligible leave credits include vacation, holiday, and/or compensating time off ("CTO"). They do not include sick leave.

3310.5 Holidays

- a. Holiday pay is a benefit provided by the District to full-time employees, the District reserves the right to modify or change the list of approved holidays. The District shall observe the following official holidays:

- | | |
|----------------------------|---------------------------------------|
| 1. Floating Holiday | As agreed to by employee & supervisor |
| 2. New Year's Day | January 1 |
| 3. Martin Luther King Day | 3rd Monday in January |
| 4. President's Day | 3rd Monday in February |
| 5. Memorial Day | Last Monday in May |
| 6. Independence Day | July 4 |
| 7. Labor Day | 1st Monday in September |
| 8. Indigenous People's Day | 2nd Monday in October |
| 9. Veteran's Day | November 11 |

10. Thanksgiving Day	4th Thursday in November
11. Friday after Thanksgiving	Friday after Thanksgiving
12. Christmas Eve Day	December 24
13. Christmas Day	December 25
14. New Year's Eve (1/2 day)	December 31

- b. When the holiday falls on a Sunday, it shall be observed on the following Monday unless this too is a holiday, and then the holiday shall be observed on the preceding Friday. When a holiday falls on Saturday, it will be observed on the preceding Friday unless this too is a holiday, and then the holiday shall be observed on the preceding Thursday. The District may, in appropriate circumstances, designate another day to observe a holiday in lieu of the date specified above. The annual schedule of holidays with specific dates can be found on the Employee Log-In page on the District website.
- c. An employee is entitled to holiday pay if the employee is in pay status for the entire scheduled workday preceding and following the holiday. Any employee who is on leave but is in paid status the day before and the day following the holiday will receive holiday pay.
- d. In those circumstances where a non-exempt employee has to work on a holiday, the employee is to report the hours worked on their timesheet and is required to take an alternate day off the same work week as the holiday. If taking an alternate day off that work week is not feasible, the employee reports the hours worked and reports an equal number of compensating time off hours earned for that day.
- e. When a holiday falls during an employee's sick leave, the employee will not be charged a day of sick leave, but will receive eight hours of holiday pay for the absence.
- f. When a holiday falls during a vacation period, the employee will not be charged a day of vacation leave, but will receive eight hours of holiday pay for the absence.
- g. If a holiday falls on a normal day off during the alternative work schedule, the non-exempt employee shall be permitted to take a corresponding alternate day off from work. The alternate day off must be taken in the same work week and must be pre-approved by the supervisor.
- h. The floating holiday is granted on a calendar year basis and may not be carried over to the following calendar year. Employees hired after July 1 will receive a half-day (four hours) Floating Holiday for the remainder of that calendar year. Any unused floating holiday will be cashed out at the conclusion of the calendar year.

- a. Vacation leave is a benefit provided by the District to full-time employees for each year of continuous employment.
- b. Schedule for non-safety, regular full-time personnel:

Years of District Service	Hours Per Month	Maximum Hours of Accrued Vacation
Year 1 thru & including Year 2	6.67	160
Year 3 thru & including Year 4	10	240
Year 5 thru & including Year 9	12.83	308
Year 10 thru & including Year 15	15.67	376
Year 16 and over	18.50	444

- c. Each full-time employee will be credited vacation leave based upon length of service in accordance with their hire date as a full-time employee. One-half of the monthly accrual shall be added to the employee's vacation bank on each semi-monthly payday. A qualifying month of service shall be any month in which the employee is in paid status for more than 11 of the regularly scheduled work days. Changes in accrual rates will occur the month following the District service schedule. For example, employees whose accruals are increasing from 6.67 hours per month to 10 hours per month will see the change of accrual rate with the payroll check issued on the 25th of the month.
- d. The maximum vacation accrual is two times an employee's annual accrual rate based upon length of service. An employee may exceed the maximum accrued vacation, so long as by December 31st of each year the balance is below the maximum accrual rate. An employee who has accumulated vacation hours in excess of the maximum accrued vacation as of December 31st will not accrue any additional hours until the balance is below the maximum accrual rate; accruals will resume the first pay period following reduction of the balance under the maximum accrual.
 - 1. Prior to reaching the maximum vacation accrual, an employee may request, in writing, to accrue vacation hours over the cap. Any request to carry over hours in excess of the maximum vacation accrual shall include a statement of the extraordinary circumstances which resulted in the employee reaching the vacation accrual maximum and a plan which will liquidate the excess in the coming calendar year. The request must be submitted in a memorandum to the Chief Administrative Officer ("CAO") to review and provide a recommendation for the General Manager's approval.
- e. An employee may not use vacation in advance of its accrual. Employees may use vacation in increments no smaller than one-half hour (30 minutes).
- f. Employees become eligible to take accrued vacation after six months of active service as work schedules permit. Vacation requests must be submitted and approved prior to the actual anticipated vacation date.

- g. The District will make every reasonable effort to allow employees to take vacation when requested. If more than one employee from the same work unit requests vacation at the same time, the District will consider such factors as effect on the operation of the District, employee welfare, and seniority. The decision of the Department Head regarding scheduling disputes shall be final.
- h. No employee shall take vacation without prior approval from their supervisor. Supervisors may approve no more than 10 days in paid status in circumstances in which the employee requests in excess of 10 consecutive days, requests will be submitted in writing to the CAO to review and a recommendation to the General Manager, or their designee, for approval. In these circumstances, the supervisor shall include a recommendation, as well as a work plan to ensure no impact to District business.
- i. At termination of employment for any reason, the District shall compensate the employee for their accumulated vacation time at their straight time rate of pay at the time of termination.
- j. The District will not require an employee to take vacation time in lieu of sick leave during periods of illness. However, the employee may elect to take vacation time in case of extended illness where sick leave has been fully used. The District will not consider granting a leave of absence for medical reasons until all accumulated sick leave and vacation time have been used.
- k. When an employee is transferred permanently by promotion or otherwise from one Department to another, the employee's vacation shall become the obligation of the Department to which the employee transfers.
- l. An employee, having a minimum of six months of District service, may voluntarily donate vacation leave in accordance with District Policy, Catastrophic Leave (3315).
- m. All accrued, unused vacation must be paid out, as part of the final paycheck, to an employee who terminates employment with the District service for any reason. Employees who are separating from the District may not elect to use accrued vacation, rather than have their vacation paid out, to extend their employment with the District. For example, if an employee states they wish to resign or retire at some date in the future but stay on District payroll using accrued vacation until that future date, that request must be denied.

3310.7 Sick Leave – Full-time

- a. Sick leave is a time benefit provided by the District to provide full-time employees with available paid leave away from work to recover from illness or off-the-job injury. Time off for medical and dental appointments may be treated as sick leave. Sick leave should be used on an as-needed basis and is intended to be used for an absence from work because of the employee's illness, injury, exposure to

contagious disease, medical or dental appointments, attendance upon illness of a member of the employee's immediate family or for specified purposes if you are a victim of domestic violence sexual assault or stalking except for the otherwise noted in the MOU for the labor groups. Sick leave should not be viewed as a right to be used at the employee's discretion; rather it is a benefit provided by the District to provide paid time away from work in the instances referred to above.

- b. For the purposes of sick leave only, immediate family member includes spouse, registered domestic partner, child, step-child, mother, father, step-mother, step-father, mother-in-law, father-in-law, sister, brother, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandparent (of either the employee or the spouse), or any relative domiciled in the employee's household.
- c. Each employee shall earn eight hours per month of sick leave time for each month of service per year. A month of service shall be any month in which the employee is in paid status for more than 11 of the regularly scheduled work days. Employees shall be entitled to accrue sick leave time on an unlimited basis.
- d. An employee who becomes sick while at work must notify their supervisor prior to leaving work.
- e. If an employee uses sick leave for more than six consecutive working days, or in excess of six days in any 30-day period, the employee is required to provide a physician's statement to the supervisor upon return to work. The District reserves the right to require a physician's certification after any use of sick leave. This may include absences in excess of a typical employee or absences which follow a predictable pattern.
 1. The physician's statement shall include the following information:
 - i. The employee has been under the physician's care;
 - ii. When the employee is expected to be able to return to work;
 - iii. If the employee has been unconditionally released to return to normal duties; and
 - iv. If not unconditionally released, the doctor shall specifically list any applicable restrictions.

If any restrictions are placed upon the employee's return, the District shall have the authority to determine whether the employee shall return to work and under what conditions, subject to the duty to provide reasonable accommodation where applicable.

If the absenteeism is due to the illness or injury of a member of the employee's immediate family, as defined in this section, the physician's statement shall state the date the illness or injury began and the probable duration of the condition.

The District reserves the right to require a physician's certification for absences that are excessive and/or follow a predictable pattern. An employee who is suspected of sick leave abuse shall have the burden to demonstrate, through reasonable means, that the leave is for an approved purpose. In appropriate instances, the employee's supervisor and/or Department Head may require the employee to provide a doctor's note indicating that the employee was physically seen by a qualified medical professional for every reported absence(s).

- f. The use of sick leave is prohibited when an employee is unable to perform work because of the use of any alcohol or illegal drug not prescribed by a licensed physician. However, sick leave with pay is authorized for absence from work resulting from documented illness or treatment resulting from the misuse of alcohol or drugs.
- g. Kin Care (California Labor Code §233) allows employees to use accrued sick leave to provide "kin care," or leave to tend to an illness of a child, parent, spouse or registered domestic partner of the employee. All conditions and restrictions placed by the District on the use of sick leave shall also be applicable to employees using this leave.

Since the District grants its employees 12 days of sick leave per year, under this law, District employees may use up to six of those days per year to care for a spouse/registered domestic partner, parent, or child. It is important to note that if the need for kin care meets the definition of "serious health condition" that this may also qualify for Family Medical Leave Act ("FMLA") status and may become a Family Medical Leave.

- h. Upon separation from District service, whether voluntary or involuntary, all unused sick leave is forfeited and is not compensated, except for retirement purposes under CalPERS.

3310.8 Sick Leave – Part-time

- a. In accordance with California law, part-time employees may use sick leave for the employee or an immediate family member for preventive care or diagnosis, care or treatment of an existing health condition, or for specified purposes if you are a victim of domestic violence sexual assault or stalking. Sick leave should not be viewed as a bank to be used at the employee's discretion; rather it is a benefit provided as paid time away from work in the instances referred to above.
- b. For the purposes of sick leave only, immediate family member includes spouse, registered domestic partner, child, step-child, mother, father, step-mother, step-father, mother-in-law, father-in-law, sister, brother, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandparent (of either the employee or the spouse), or any relative domiciled in the employee's household.
- c. Part-time employees earn a lump-sum of 24 hours of sick leave each fiscal year

(July – June). Employees who have worked 30 or more days from the start of their employment will be entitled to earn sick leave. However, employees are not eligible to take paid sick time until they have worked for 90-days. Therefore, these hours are credited to the employees account at the end of the month in which 90-days of employment have been reached or, for continuing employees, at the end of the first month of the fiscal year (July 30th). The maximum sick leave hours provided in any given fiscal year is 24 hours. Unused hours do not roll over to the next year. Instead, the employee's sick leave bank is replenished with 24 hours at the end of July each year.

- d. Employees who leave the District are not entitled to a payout of accrued or unused sick leave. However, previously accrued or unused sick leave will be reinstated if an employee leaves employment and then is rehired within 12 months from the last day worked or previous separation. (Example: Seasonal employees who leave the District but return within 12-months will have any unused sick leave reinstated to their account.)
- e. An employee who becomes sick while at work must notify their supervisor prior to leaving work.
- f. If an employee misses more than 24 consecutive hours of work due to illness, the employee is required to provide a physician's statement to Human Resources upon return to work, stating the following:
 1. The employee has been under the physician's care;
 2. When the employee is expected to be able to return to work;
 3. If the employee has been unconditionally released to return to normal duties; and
 4. If not unconditionally released, the doctor shall list any applicable restrictions.

If any restrictions are placed upon the employee's return, the District shall determine whether the employee can return to work and under what conditions, subject to the duty to provide reasonable accommodation where applicable.

If the absenteeism is due to the illness or injury of a member of the employee's immediate family, as defined in this section, the physician's statement shall state the date the illness or injury began and the probable duration of the condition.

The District reserves the right to require a physician's certification for absences that are excessive and/or follow a predictable pattern. An employee who is suspected of sick leave abuse shall have the burden to demonstrate, through reasonable means, that the leave is for an approved purpose.

- g. The use of sick leave is prohibited when an employee is unable to perform work

because of the use of any alcohol or illegal drug not prescribed by a licensed physician. However, sick leave with pay is authorized for absence from work resulting from documented illness or treatment resulting from the misuse of alcohol or drugs.

3310.9 Medical and Family Care Leave

- a. See District Policy, Medical and Family Care Leave (3313).

3310.10 Catastrophic Leave

- a. See District Policy, Catastrophic Leave (3315).

3310.11 Funeral and Bereavement Leave

- a. A full-time employee may utilize up to three working days of bereavement leave for the purpose of arranging and/or attending the funeral of a member of the employee's immediate family.
- b. For the purposes of bereavement leave only, immediate family member includes spouse, registered domestic partner, child, step-child, mother, father, step-mother, step-father, mother-in-law, father-in-law, sister, brother, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandparent (of either the employee or the spouse), or any relative domiciled in the employee's household.
- c. If an employee is required to travel more than 250 miles one way from the employee's place of residence for purposes of arranging and/or attending the funeral of a member of the employee's immediate family, the employee may request to use up to four consecutive scheduled work days.
- d. Additional days of bereavement leave may be approved in special circumstances, at the discretion of the General Manager.
- e. At the discretion of the supervisor and/or Department Head, proof of death may be required before such leave is authorized. The name of the family member, relationship, and location of services if more than 250 miles should be included on the leave request. Bereavement leave for family members not included in the definition of "immediate family" may be approved in special circumstances, at the discretion of the General Manager.

3310.12 Leave for Jury Duty

- a. Jury Duty Leave is a benefit provided by the District to full-time employees.
- b. Employees shall notify their supervisor in a timely manner when a notice for jury duty is received.
- c. Employees who have the option to request call-in juror status shall exercise that option. While the employee is on "standby," they are required to report to work.

When an employee is duly summoned to report for jury service during scheduled work hours, they will be released from scheduled work duty for those periods required to meet the jury service obligation. If work time remains after any day of jury selection or jury duty, the employee is expected to return to work for the remainder of such work schedule. The employee must keep their supervisor informed of their status on a daily basis, as prescribed by the supervisor.

- d. When an employee is duly summoned to report for jury service and/or impaneled on a jury, they will be granted leave from their work schedule without loss of wages and benefits for all the time required to meet the Jury Duty obligation. If the employee receives a total of \$50 or more for such service, the employee shall remit to the District all fees and allowances payable for such service, less reimbursements from the court for meals, travel, or lodging.
- e. The employee must provide the District with the Juror Validation, as provided by the Court, certifying the employee's service as a juror or appearance in court for that purpose indicating the times and date(s) of attendance.
- f. Employees shall not be allowed to use paid jury duty leave to serve on a County Grand Jury since such service is voluntary. Employees may, however, use accrued vacation for this purpose, dependent upon supervisory approval.

3310.13 Leave to Attend Court or Other Legal Proceeding

- a. Any employee who must attend court or other legal proceedings arising from actions taken in the course of employment shall be considered "at work" and shall receive regular wages. This provision does not apply to an employee who is a plaintiff in a lawsuit or other legal proceeding against the District. The employee must either be subpoenaed or otherwise released by the Department Head or designee to attend court or other legal proceeding. Employees must notify their supervisor of subpoenas related to their jobs or other requests to appear in court or other legal proceeding.
- b. Employees shall endorse to the District all compensation received for service as a witness and forward such compensation to Payroll but shall be reimbursed for travel expenses.
- c. If an employee granted leave under this rule is released from service as a witness with more than two hours remaining in the employee's normal work shift, the employee shall notify their supervisor. The employee shall report to work for the remainder of the shift if the supervisor requests the employee to do so.
- d. When an employee is subpoenaed or directed by a proper authority to appear as a party or witness in any legal proceeding that is not connected with the employee's officially assigned duties, the employee shall be granted leave but must use vacation, compensatory time or leave without pay.
- e. Whether appearing as a witness or a party in a court or other related legal

proceeding not related to the employee's officially assigned duties, the time is not considered as work time for Fair Labor Standards Act ("FLSA") or any other purpose and is not included in total hours worked per week.

- f. Eligible employees, who are the victim of a person felony or whose immediate family member is the victim of a person felony, shall be given leave to attend criminal proceedings related to the crime. Such leave is without pay but the employee is entitled to use accrued vacation, administration leave, management leave (if awarded) and/or compensatory time off.
- g. "Eligible employee" is an employee who has worked an average of more than 30 hours per week for at least 180 days immediately before the date the employee takes leave to attend a criminal proceeding. "Immediate family member" is defined as the employee's spouse, domestic partner, father, mother, sibling, child, stepchild or grandparent.
- h. A "crime victim" is a person who has suffered financial, social, psychological or physical harm as a result of a person felony. A criminal proceeding includes any proceeding that is part of the criminal action.

3310.14 Leave for Crime Victims and Family Members

- a. An employee who is a victim of a crime, a member of a crime victim's immediate family (spouse, child, stepchild, sibling, stepsibling, parent, or stepparent), a registered domestic partner of a crime victim, or the child of a registered domestic partner of a crime victim shall be allowed to be absent from work in order to attend judicial proceedings related to that crime, subject to the General Manager determining that work requirements may be maintained during the absence.
- b. "Victim" means a person against whom one of the following crimes has been committed:
 - 1. A violent felony, as defined in subdivision (c) of Section 667.5 of the Penal Code;
 - 2. A serious felony, as defined in subdivision (c) of Section 1192.7 of the Penal Code; or
 - 3. A felony provision of law proscribing theft or embezzlement.
- c. Prior to an employee being absent from work, the employee must provide the District with a copy of the official notice provided to the victim of each scheduled proceeding.
- d. An employee absent from work to attend a scheduled proceeding may elect to use accrued vacation leave, sick leave, compensatory time off, or unpaid leave time.
- e. The District shall keep confidential any records regarding an employee's absence from work pursuant to this policy.

3310.15 Time off for Children – School Activities

- a. Under the California Labor Code, employees are allowed to take time off to visit their children's schools or day care facilities. Under the parental leave law for school visits, employers must allow employees to take up to 40 hours of leave each year, not to exceed eight hours a month, to visit or participate in their children's school activities. Supervisors are responsible to track the number of hours of school visitation leave each year. Covered employees (parents, guardians, or grandparents with custody of minor grandchildren) are protected from discharge, demotion, or other discrimination related to their use of this leave.
- b. If an employee who is the parent or guardian of a child facing suspension from school is summoned to the school to discuss the matter, the employee should alert their supervisor as soon as possible before leaving work. In compliance with California Labor Code Section 230.7, no discriminatory action will be taken against an employee who takes time off for this purpose.
- c. A non-exempt employee must use accrued vacation, personal leave, unpaid leave, or compensatory time off for purposes of school visits. Exempt employees must either use flexible scheduling, see District Policy, FLSA Exempt Hours of Work and Overtime (3157), or use accrued leave for school visit absences. Employees must give reasonable prior notice. The District may request that the employee provide documentation from the school as proof that they participated in school activities on a specific date and time.

3310.16 Time off to Vote

- a. The District believes that it is the responsibility and duty of employees to exercise the privilege of voting in federal, state or local governmental elections. In accordance with this philosophy, the District will grant its employees advance arranged and approved time off to vote and for periods of service as an election official.
- b. All employees should be able to vote either before or after regularly assigned work hours. However, when this is not possible due to work schedules, managers are authorized to grant a reasonable period of time, up to three hours, during the work day to vote. Time off for voting should be coordinated to occur at the beginning or end of a work shift where possible and reported and coded appropriately on timekeeping records.

3310.17 Military Leave

- a. Employees shall be eligible for leaves of absence for military duty in accordance with the requirements of federal and state law. Military leaves of absence are governed by both the California Military and Veterans Code Sections 389 et seq. and Title 38 of the United States Code, Sections 4301 et seq.
- b. Employees obligated to serve certain involuntary periods of active military duty and

who have been employed by the District for at least 12 months shall be compensated for normal work hours and days or shifts during such absence from work, up to a maximum of 30 calendar days in any calendar year. They are also entitled to additional military leave without pay.

- c. Employees will not be discriminated against in any manner because of such military service or leave.
- d. Employees requiring military leave must provide all relevant information to their Department Head and the Human Resources Division upon notification of the impending duty. Whenever possible, the employee shall provide their military orders and a request for leave form to their Department Head at least ten calendar days in advance of the leave. The Human Resources Division is to be notified immediately when an employee requests military leave and a copy of all military leave paperwork is to be submitted to the Human Resources Division.
- e. Pursuant to Military and Veterans Code Section 395.10, an employee who is the spouse of a qualified member of the military, as defined in Military and Veterans Code Section 395.10(b) (4), shall be entitled to ten days of unpaid leave while the qualified military member is on leave from deployment during a period of military conflict. The employee is required to provide the District with notice, within two business days of receiving official notice that the qualified member will be on leave from deployment, of their intention to take the leave.

3310.18 Workers' Compensation Leave

- a. If an employee is injured at work and is temporarily unable to perform their usual and customary work, the employee will be allowed to take an unpaid leave of absence while receiving workers' compensation benefits. Certification from a recognized medical professional confirming the necessity of the leave must be provided to the Human Resources Division within 14 days after the leave begins. The duration of the leave will be determined on a case-by-case basis, considering both the injured employee's medical condition and the District business needs.
- b. The employee may elect during such absence to apply sick leave on a prorated basis to such absence and receive compensation in an amount equal to the difference between compensation received as regular salary and the amount received as Workers' Compensation benefits, not to exceed the amount of available accrued sick leave. Similarly, the employee may elect to use any accrued paid leave time and accrued time off after the sick leave is exhausted.
- c. The employee may return to work only after a recognized medical professional certifies that the employee is capable of resuming all of the essential functions of the employee's position. The District may, in its discretion, provide modified or light duty work if the employee's release contains such limitation. If the employee has been released without limitation, the employee will be offered the same position he or she held previously, unless the job no longer exists or has been filled so that the District can operate safely and efficiently or the employment relationship has otherwise been

terminated.

- d. Workers' compensation leave will run concurrently with any family and medical leave. During the period of leave, the District will continue payment of all premiums for employee benefit plans in place at the time the leave begins. The District will also continue the employer contribution for employee benefit premiums, as if the employee were not in leave status, for the duration of the leave. The employee must reimburse the District for any portion of benefits they would have paid through payroll deduction. Such reimbursement must be received by the District within 30 days of the date of the invoice or written notification. If the District does not receive the reimbursement from the employee within 30 days, the District can cancel any policies and/or plans for which they have not been reimbursed.
- e. For further information about Workers' Compensation, see District Policy, Workers' Compensation (2220).

3310.19 Leave of Absence

- a. Full-time employees may apply for an unpaid personal leave of absence for a period not to exceed four calendar months. The General Manager has sole discretion to grant or deny such leave. This leave is strictly reserved for extenuating circumstances which an employee is unable to resolve through any other means.
- b. When possible, an employee shall request the personal leave in writing to their supervisor not less than 30 days prior to the date the leave is to commence. The notice shall specify the reason for the request and, to the extent possible, the beginning and ending dates of the leave.
- c. An employee on an unpaid personal leave of absence does not accrue any earned benefits (sick leave, vacation), and is not compensated for any holidays that may occur during the unpaid leave. The employee may elect to continue health benefits (medical, dental, and vision); however, the employee must reimburse the District for both the employer contribution plus any portion of benefits they would have paid through payroll deduction. Such reimbursement must be received by the District within 30 days of the date of the invoice or written notification. If the District does not receive the reimbursement from the employee within 30 days, the District can cancel any policies and/or plans for which they have not been reimbursed.
- d. Employees who wish to continue non-health benefits (e.g., life insurance) during an unpaid leave should make arrangements for payment with the Human Resources Division.
- e. When returning from an approved leave, employees must notify their supervisor as soon as they become aware of their scheduled return date. Keeping the District informed of any changes to the anticipated return date will allow for a smooth transition back.

- f. Dependent upon the reason for the leave and due to the District's limited work force, maintenance of job classifications for the term of an authorized leave of absence cannot be guaranteed beyond six months. Employees returning from a leave of absence will be reinstated to the first available job classification for which they are qualified.
- g. Returning after leaves regulated by law will be in accordance with applicable state and federal laws in effect at that time.
- h. Employees may be terminated during a leave of absence for any of the following reasons:
 - 1. Notice of intent to resign or demonstration of intentions not to return to work is given;
 - 2. Employee fails to return to work within the time specified for the leave without having obtained a District-approved extension of the leave;
 - 3. Employee fails to accept their former position upon return, or if not available, another position for which they may be reasonably qualified;
 - 4. Employee accepts other employment at any time during the leave of absence;
 - 5. Employee's position no longer exists at the conclusion of their leave. The employee will be entitled to the same considerations afforded to other employees whose positions have been abolished; or
 - 6. It is discovered after the leave begins that the employee obtained approval for the leave under false pretenses.
- i. Employees who do not return to work upon the expiration of an approved leave of absence shall be considered as having voluntarily terminated their employment without notice. The separation date will be the date of the expiration of the approved leave.

3310.20 Domestic Violence Leave

- a. An employee who is the victim of domestic violence may take unpaid leave or use accrued leave to ensure their health, safety or welfare, or that of their child, by obtaining a temporary restraining order, a restraining order, or other court assistance. Additionally, an employee may take leave to seek medical or psychological treatment, to obtain necessary social services, and/or to participate in safety planning or take other actions to increase safety. The employee must provide reasonable notice of the need for such leave.
- b. Employee may speak about the need for this leave to their supervisor, their Department Head or the Human Resources Division. Employees will be required

to provide satisfactory evidence of participation in one or more of the activities specified. The employee may not take more than 12 weeks of leave for this purpose in a 12-month period.

3310.21 Religious Holiday Leave

- a. Religious Holiday Leave is an employee benefit which allows employees time off for religious holidays (other than those paid holidays provided by the District). Employees may choose to request use of the employee's CTO, administrative leave, floating holiday, accrued vacation leave, or may choose to request the time off without pay.
- b. Employees must provide their supervisor with reasonable advance written request to take leave from work to observe a religious holiday. The District will reasonably accommodate requested time off to observe religious holidays. Such accommodation will be in the form of either rescheduling working hours or releasing the employee from work for the holiday.
- c. Reasonable time necessary for travel to and from a religious observance will also be provided. Time off will not be allowed when it would cause undue hardship to the conduct of District operations.

3310.22 Administrative Leave

- a. Exempt employees are eligible for Administrative Leave. Non-exempt employees are not eligible for Administrative Leave. Forty hours Administrative Leave is awarded to each management employee on a fiscal year basis.
- b. Department Heads may recommend up to forty additional hours of Administrative Leave annually to exempt employees within their department. The intent of this additional leave is to recognize exceptional additional individual efforts, performance and achievements, including but not limited to beyond the standard workweek. The approval of such requests shall be made by the General Manager, or their designee.
- c. Administrative Leave use must be pre-approved by the supervisor. The leave must be used during the same fiscal year it is awarded and may not be carried over to the next fiscal year. Unused Administrative Leave will not be converted or calculated for time paid in the event of retirement or any other separation of employment from the District. Any unused Administrative Leave will be cashed out in the final paycheck of each fiscal year except for the otherwise noted in the MOU for the labor groups.

3310.23 Unauthorized Voluntary Absence

- a. Any unauthorized, unapproved absence by an employee, without extraordinary extenuating circumstances that can be verified, shall be grounds for disciplinary action and/or termination. If verifiable extenuating circumstances are found to have

existed, the Department Head may approve the absence as an authorized leave without pay.

- b. An employee who is absent without approved leave for more than three consecutive scheduled work days is considered to have abandoned their employment; voluntarily terminating the position without notice. The District will consider the last day on which the employee actually rendered service as the date of separation. The District shall serve notice of the separation by certified mail or personal service to the employee's last known address and provide appropriate appeal process notification should the employee wish to appeal.
- c. An employee who is absent for less than three consecutive scheduled work days without notice, approval, and verifiable extenuating circumstances, will be subject to disciplinary action up to and including termination from employment.

REFERENCES

- 3310.24 District Policy, Workers Compensation (2220)
- 3310.25 District Policy, FLSA Exempt Hours of Work and Overtime (3157)
- 3310.26 District Policy, Medical and Family Care Leave (3313)
- 3310.27 District Policy, Catastrophic Leave (3315)

MEDICAL AND FAMILY CARE LEAVE

Policy # **3313**
Original Effective Date: 09/02/2020
Revision Date:
Type of Policy: BOARD DISTRICT FIRE PARKS

POLICY

3313.1 The Cosumnes Community Services District (“District”) will provide family and medical care leave for eligible employees, in accordance with applicable state and federal laws.

PURPOSE AND SCOPE

3313.2 The District understands that employees need to take time off when they are sick or need to attend to personal matters. This policy is enacted in order to ensure that employees receive the appropriate amount of leave time necessary to take care of themselves while ensuring the District can function and meet its professional obligations.

3313.3 This policy applies to all District executives and eligible employees.

APPLICATION / PROCEDURE

3313.4 Definitions:

a. Length of Service

1. Includes time taken while on leave of absence without pay for military service or Family Medical Leave.
2. Includes time under temporary appointment considered upon permanent appointment to District service.
3. Includes any continuous absence because of injury in the line of duty.

b. Serious Health Condition

1. An illness, injury, impairment, or physical or mental condition that entails:
 - i. Inpatient care in a hospital, hospice, or residential medical care facility; or,
 - ii. Continuing treatment by a health care provider.
2. A serious health condition does not include minor illnesses, such as the common cold, flu, earaches, upset stomach, or routine dental problems,

orthodontic treatments, or periodontal disease. Complications, if they arise, could convert a minor illness into a serious health condition.

3. The medical certification provision that an employee is "needed to care for" a family member encompasses both physical and psychological care. It includes situations where, for example, because of a serious health condition, the family member is unable to care for their own basic medical, hygienic, or nutritional needs or safety, or is unable to transport themselves to the doctor, etc. The term also includes providing psychological comfort and reassurance which would be beneficial to a child, spouse, or parent with a serious health condition who is receiving inpatient or home care. The term also includes situations where the employee may be needed to fill in for others who are caring for the family member, or to make arrangements for changes in care, such as transfer to a nursing home.

- c. Family and Medical Leave ("FML"): a generic term used in this policy for leave that falls under the provisions of the Federal Family and Medical Leave Act ("FMLA") and/or the California Family Rights Act ("CFRA").

3313.5 Three laws address medical and family care leave for most California employers, including the District:

- a. The Federal Family and Medical Leave Act ("FMLA").
 - b. The California Family Rights Act ("CFRA").
 - c. The California Fair Employment and Housing Act, which regulates leaves for Pregnancy Disability Leave ("PDL").

The intent of these laws is to allow employees to balance their work and family lives by taking reasonable unpaid leave for medical reasons, for the birth of a child or placement of a child for adoption or foster care, and for the care of a child, spouse, parent (or registered domestic partner under CFRA only) who has a serious health condition.

All employees disabled by pregnancy are eligible for PDL.

3313.6 Any employee who meets both of these conditions are eligible for leave under FMLA/CFRA:

- a. The employee must have at least 12 months of District service. All prior service counts, regardless of any service breaks.
 - b. The employee must have worked at least 1,250 hours during the previous 12 months.

The leaves provided under these acts are unpaid. Should an employee desire to remain in paid status the employee would be required to use some form of accrued paid leave

benefit. The District shall provide disability leave in accordance with these and any other applicable State and Federal Laws.

3313.7 Contact Human Resources to discuss any questions applying to a particular set of facts regarding an individual's leave, as the interaction between these laws is complex.

a. Under FMLA and CFRA:

1. Group health plan coverage must be maintained under the same conditions as if the employee had not taken leave.

b. Under FMLA, CFRA, and PDL:

1. Under most circumstances, an employee returning from FMLA, CFRA or PDL is entitled to reinstatement to the same or equivalent/comparable position. However, employees returning from such leaves have no greater right to reinstatement and continuing employment than if they had been continually working (e.g., layoffs, elimination of positions, etc.)

2. No adverse action may be taken against an employee who requests and/or takes leave because of the employee having requested or taken the leave.

3313.8 The FMLA provides up to 12 work weeks leave for the following reasons:

a. An employee's own serious health condition.

b. The birth of a child, or care of a newborn, newly adopted child, or a new foster care placement.

c. The care of a child, spouse, or parent with a serious health condition.

d. To assist a spouse to prepare for military deployment (Qualifying Exigency).

e. To care for a family member who is an injured or ill service member (provides for 26 weeks of leave rather than 12 weeks).

3313.9 The CFRA provides similar coverage as the federal FMLA. The California legislature specifically exempted pregnancy disability from the CFRA.

a. CFRA leave taken for the birth, adoption, or foster care placement of a child does not have to be taken in one continuous period of time. CFRA permits employees to take this leave in minimum amounts of two-week increments. Any leave must be concluded within one year of the birth or placement of the child with the employee.

- b. Additionally, CFRA applies to caring for a registered domestic partner with a serious health condition or child of a registered domestic partner, while FMLA does not.

3313.10 The California Fair Employment and Housing Act provides up to 17 1/3 weeks of PDL during the time a woman is actually disabled and unable to perform the essential functions of the job due to pregnancy, childbirth, or related medical conditions. Upon the advice of a health care provider, a pregnant employee may request temporary reassignment to a less strenuous or hazardous position. If such a request can be reasonably accommodated by the employer, it must be granted.

3313.11 When the need for FML is foreseeable, the employee is required to give 30 days' advance notice. No advance notice is required for FML that is unforeseeable. While written notice is not required initially, the employee must provide written verification of need for FML in response to District request. The employee must provide sufficient information to the District to enable the District to determine if the leave could be designated as FML.

If the leave appears to qualify for FML status, Human Resources will provide the employee with an FML information packet, which includes the following items:

- a. Designation notice, designating the leave as an FML (unless designated as leave under FMLA or CFRA the leave is not FML).
- b. A Department of Labor form entitled "Notice of Eligibility and Rights and Responsibilities".
- c. A letter designating which of the possible leaves the employee qualifies for and how the leaves with interact.
- d. A request for Medical Certification form(s), if applicable.

Human Resources will review the application of the various leaves with each employee who is anticipating an eligible leave of absence prior to the beginning of the leave. The employee is responsible for providing Human Resources with a written plan electing the application of paid or unpaid leave for the planned duration of absence. Human Resources will remain in contact with the employee throughout the leave of absence to discuss any necessary changes based on changes in the employee's anticipated return date.

3313.12 If the leave is for the employee's own serious health condition, the need for the leave requires certification from the employee's own health care provider.

If the leave is for the serious health condition of the employee's spouse, child, or parent, the need for leave requires certification from the family member's health care provider.

3313.13 All leaves, whether paid or unpaid, which meet the qualifications for FML should be designated as Family and Medical Leave. The District must provide notice to the

employee that a leave has been approved and designated as FML, or conditionally designated as FML, denied as FML, within five working days of the request of leave.

Sometimes the District may not have sufficient information to determine whether a requested leave qualifies as FML. For example, physician verification of a serious health condition may not yet have been provided. In those cases, provisional designation of FML should be made, subject to the verification being submitted. An employee must provide verification from their health care provider (or the health care provider of the ill family member) within 15 calendar days.

3313.14 The employee will remain in paid status while using appropriate accrued leave balances (sick, vacation or compensatory time off).

The employee will be in an unpaid status after exhaustion of appropriate accrued leave balances or at the employee's election to not use accrued leave benefits.

3313.15 During the period of leave, the District will continue payment of all premiums for employee health benefit plans in place at the time the leave begins. This includes medical, dental, and vision insurance. The District will also continue the employer contribution for employee health benefit premiums, as if the employee were not in leave status, for up to 12 weeks as required by law or regulations. Employees must reimburse the District for any portion of benefits they would have paid through payroll deduction. If the District does not receive the reimbursement from the employee within 30 days, the District can cancel any policies and/or plans for which they have not been reimbursed. The District will make every effort to work with the employee to enable the continuation of health benefit plans.

Employees who wish to continue non-health benefits (e.g., life insurance) during an unpaid FML should make arrangements for payment with Human Resources. If the unpaid leave is extended beyond 12 work weeks, the employee may be eligible to continue certain benefits, but must arrange to pay for all benefits they wish to maintain during the extension.

3313.16 Human Resources is responsible for keeping all official records of leaves taken under any of the leave types covered in this section.

3313.17 Under most circumstances, an employee returning from FMLA, CFRA or PDL is entitled to reinstatement to the same or equivalent/comparable position. However, employees returning from such leaves have no greater right to reinstatement and continuing employment than if they had been continually working (e.g. layoffs, elimination of positions, etc.)

3313.18 A release to return to work from the employee's health care provider is required when the reason for any leave is the employee's own health condition. This release to return to work shall include a statement by the health care provider of the employee's ability to perform the essential functions of the position.

3313.19 Leave under the FMLA and the CFRA are concurrent (they run at the same time). PDL is concurrent with FMLA leave, but not with CFRA leave.

This means that an employee who is giving birth would not start the CFRA period until the pregnancy related disability was over. At the end of the disability period, the employee would then be entitled to up to 12 weeks CFRA leave for the purpose of caring for her newborn. She would not, however, be entitled to continuation of health benefits beyond the original 12 weeks of the FMLA.

3313.20 Total combined leaves under FMLA, CFRA, and PDL cannot exceed seven months.

3313.21 In some instances, an eligible employee may need to reduce their schedule for FML reasons, rather than take a complete leave. For example, a full-time employee and their sibling share care responsibilities for their mother, who is recovering from a mild stroke. The sibling provides care during the morning, and the employee provides care in the afternoon. As a result, of the medically documented leave, the employee's work schedule is reduced by one-half, and each week the employee utilizes one-half week of FML.

When medically necessary, intermittent leaves are also available under FML. For example, a full-time employee may need to schedule two hours leave for physical therapy twice a week for a month. In this instance, the employee would utilize one-half day each week for FML.

All intermittent leaves or reduced work schedules for FML purposes should be designated as FML. Employees should attempt to minimize disruption to the District when scheduling FML for planned medical treatments.

3313.22 Exempt employees who are on intermittent FML leave are subject to appropriate leave bank deductions for absences including those of less than a full day.

3313.23 Disability leave due to a work related injury will run concurrently with FML for those employees who are eligible for FML, assuming that the work related injury qualifies as a serious health condition and is not covered under Labor Code 4850.

REFERENCES

3313.24 District Policy, Holidays, Vacations & Other Leaves, (3310)

CATASTROPHIC LEAVE

Policy # **3315**
Original Effective Date: 06/23/1998
Revision Date: 09/02/2020
Type of Policy: BOARD DISTRICT FIRE PARKS

POLICY

3315.1 Employees of the Cosumnes Community Services District (“District”) have expressed a desire to assist other District employees who are incapacitated and unable to work due to a prolonged catastrophic illness or injury and have exhausted all accrued leave. The Catastrophic Leave program provides eligible employees the option to request a donation of leave time from other employees throughout the District Leave.

PURPOSE AND SCOPE

3315.2 To establish procedures for administering an extension of paid leave for District employees to work due to a prolonged catastrophic illness or injury. The purpose is to provide direction to managers, supervisors and employees on the eligibility and procedural requirements of the Catastrophic Leave program for qualified employees in need of an extended medical leave to care for themselves or an immediate family member.

3315.3 This policy applies to all District eligible full-time and part-time employees scheduled to work 30 hours or more a week.

APPLICATION / PROCEDURE

3315.4 Definitions:

- a. Immediate Family Member: For the purposes of this policy, unless otherwise specified in an existing MOU, ‘immediate family member’ means domestic partner, parent, and minor child, including adopted or foster child.

3315.5 Participation in the Catastrophic Leave plan is:

- a. Voluntary by all parties, and
- b. Provides no additional or specific employment rights.

3315.6 Use of leave credits from the Catastrophic Leave program shall be based solely on employee donations. There is no guarantee that the amount of donated leave credits shall be sufficient to cover the maximum term allowed.

3315.7 Eligibility: Full-time and part-time employees scheduled to work 30 hours or more a week are eligible for application to the program, if:

- a. The employee has 12 months of continuous service with more than 1,000 hours worked in the 12 months leading up to the donation request; and
- b. All vacation, sick, administrative or management leave, compensatory time off (“CTO”), holiday leave (safety personnel only), or any other District paid leave, must be exhausted; and
- c. The part-time employee has a documented anticipated leave of absence of two weeks or more.

3315.8 Donation of Accrued Leave: Only accrued vacation, holiday, and/or CTO hours can be donated to the program. Accrued sick leave cannot be donated under this program.

- a. All donations shall be made and accepted in writing using the Leave Donation Pledge form.
- b. Donor’s may direct donations to a specific employee or to an undesignated fund to be used by any employee with an approved request.
- c. Donations must be a minimum of eight hours.
- d. Once deducted, the donation becomes irrevocable, except as specified in Section 3315.8(f). Hours donated shall be deducted from the donor’s leave balance and credited to the recipient’s approved Catastrophic Leave account.
- e. Hours donated shall be converted to a dollar amount equivalent to the donor’s hourly rate at the time of the donation. Hours utilized from the donation bank shall be drawn at the current hourly rate of the employee using the bank.
- f. If the specified recipient does not need all donation, donors may choose to leave the donated hours in an undesignated leave bank for future use by an employee in need. Donors will be notified of this option by the Human Resources Division.
 1. Vacation hours returned cannot cause the donor to exceed established vacation caps specified in District policy on vacation leave.

3315.9 Participation in the Catastrophic Leave Program: Employees must make a formal request to the Catastrophic Leave program using the Request for Leave Donations form.

- a. All formal requests must include, from the appropriate treating health care provider, verification of the need for leave and the anticipated dates of leave.
- b. While in a paid status in the program, full-time recipients will continue to accrue leave hours in accordance with the District Policy, Holidays Vacations and Other Leaves (3310).
- c. All donated hours must be used on a continuous and uninterrupted basis.

- d. The total amount of leave credits applied shall be equal to the employee's straight rate of pay and normal work schedule, until the earliest of the following events occur:
 1. All leave balances, including both donated and accrued leave, are exhausted, but not to exceed 12 months from the date commencing the date donated leave began; or
 2. Recipient returns to work with a modified or normal work schedule; or
 3. Recipient terminates District employment.
- e. An employee who receives time through this program shall use any accrued leave prior to receiving donated leave credits.
- f. Use of donated leave credits shall count toward the application of District service and benefits in the same manner as if the employee was utilizing any other paid leave.
- g. Use of donated leave credits may not be used to supplement benefits received due to a work-related injury or illness.
- h. Used donated leave credits shall be subject to the recipient's normal required payroll deductions (e.g. the employee's share of health benefits, etc.).
- i. At no time can the recipient receive more than their regular salary under this program (e.g., workers' compensation, long-term disability, etc.).
- j. Participation in the Leave Donation program shall not exceed 12 months from the date the recipient began using the donated leave.
- k. Leave under this program shall run concurrently with all other applicable state and federal laws such as Family Medical Leave Act ("FMLA"), California Families Rights Act ("CFRA") and Pregnancy Disability Leave ("PDL").
- l. A request for participation in the Catastrophic Leave program does not constitute approval.

3315.10 Procedure: A time bank for catastrophic illness or injury may be established:

- a. Upon the written request of an employee;
- b. Upon determination and recommendation by the Director of Human Resources to the General Manager to approve that the employee in the District is unable to work due to the employee's catastrophic illness or injury; and
- c. That the employee has exhausted all paid leave credit.

- 3315.11 The completed Leave Donation Request form shall be submitted to the District Administrative Services Department Human Resources Division, for verification of the employee's current leave balances and employment status. The Human Resources Division shall forward the request to the Department Head for consideration.
- 3315.12 The Department Head, in concurrence with the Director of Human Resources will approve or deny the leave request. The denial of the request is final and not subject to appeal.
- 3315.13 Upon approval, and with consent of the requesting employee, the Human Resources Division shall make notification of a need for leave donations.
- 3315.14 Leave donations shall be made using the Leave Donation Pledge form. The completed pledge form shall be forwarded to the Human Resources Division for approval, processing, and retention.
- 3315.15 Donors will be notified when donated hours are deducted from their leave banks.
- 3315.16 In accordance with District Policy, Probationary Period (3127), the probationary period, or scheduled step increase dates will be extended an equal length of time as the leave taken under this program.

REFERENCES

- 3315.17 District Policy, Holidays Vacations and Other Leaves (3310)
- 3315.18 District Policy, Probationary Period (3127)
- 3315.19 Request for Leave Donations form
- 3315.20 Leave Donation Pledge form

LECTURES, MEETINGS, TRAININGS, AND CONFERENCES – WORKING TIME

Policy # **3320**

Original Effective Date: 09/02/2020

Revision Date:

Type of Policy: BOARD DISTRICT FIRE PARKS

POLICY

3320.1 Cosumnes Community Services District (“District”) employees shall not be required to use accrued leaves when attending approved conferences or meetings on behalf of the District during working time.

PURPOSE AND SCOPE

3320.2 The District recognizes both the professional development and organizational representation that conferences and meetings represent for the District and the betterment of District services.

3320.3 This policy applies to all District executives and eligible employees.

APPLICATION / PROCEDURE

3320.4 Definitions:

- a. Standard Work Week: the collection of workdays that an employee is scheduled to work in a seven-day period. For payroll and scheduling purposes, the standard District work week begins on Sunday at 12:01 am.
- b. Workday: any day when an employee is scheduled to work, as determined by their supervisor.
- c. FLSA Non-Exempt employee: an employee (probationary or regular) who is subject to the overtime provisions of the Fair Labor Standards Act (“FLSA”). Employees classified as non-exempt are eligible to receive overtime or compensatory time off (“CTO”) for hours physically worked in excess of 40 hours per week.
- d. FLSA Exempt employee: an employee (probationary or regular) who is exempt from the overtime provisions of the Fair Labor Standards Act (“FLSA”), based on their position. These persons are not eligible for overtime pay.

3320.5 Fair Labor Standards Act Non-Exempt Employees

- a. The District does not consider attendance at lectures, meetings, training programs and similar activities as compensable working time if all of the following criteria are met:
 1. It is outside normal work hours or employee's scheduled shift;
 2. It is voluntary;
 3. It is not job related; and
 4. No other work is concurrently being performed
- b. Employee must receive prior written authorization from their manager and approval of the Department Head prior to attending if attendance at lectures, meetings, training programs or similar activities is outside of employee's scheduled shift or will require the District to pay overtime.
- c. The principles which apply in determining whether time spent in travel is compensable time depends upon the kind of travel involved:
 1. Travel from Home to Work: An employee who travels from home before the regular workday and returns to their home at the end of the workday is engaged in ordinary home to work travel, which is not work time and is not compensable.
 2. Travel from Home to Work on a Special Assignment in Another City: An employee who regularly works at a fixed location in one city is given a special assignment in another city and returns home the same day. The time spent in traveling to and returning from the other city is work time and compensable, except that the employer may deduct/not count that time the employee would normally spend commuting to their regular work site.
 3. Travel That is All in a Day's Work: Time spent by an employee in travel as part of their principal activity, such as travel from job site to job site during the workday, is work time and must be counted as hours worked and is compensable.
 4. Travel Away from Home Community: Travel that keeps an employee away from home overnight is travel away from home. Travel away from home is considered work time when it includes the employee's normal workday. The time is not only hours worked on regular working days during normal working hours but also during corresponding hours on nonworking days.
 - i. If travel occurs during normal work hours or corresponding hours on nonworking days, then the District will consider all travel time during

that period as work time and pay accordingly. The District reserves the right to request work be produced during this travel time if the employee is a passenger.

- ii. If travel is outside normal work hours or corresponding hours on nonworking days, and mandated by the District for attendance at non-voluntary lectures, meetings, or training programs, then the District will consider travel time as work time and pay accordingly. The District reserves the right to request work be produced during this travel time if the employee is a passenger.
- iii. If travel is outside normal work hours or corresponding hours on nonworking days, and is for attendance at voluntary lectures, meetings, or training programs:
 - a. If preapproved by a supervisor to perform work while traveling (such as driving, mandatory reading, or clerical work), the District will consider travel time as work time and pay accordingly.
 - b. If traveling as a passenger on an airplane, train, boat, bus, or automobile, the District will not consider this work time.

3320.6 Fair Labor Standards Act Exempt Employees

- a. Upon approval by a Department Head, or designee, an employee may be authorized to attend a convention, meeting, or conference directly related to the business or interest of the District with no deduction in leave accruals.
- b. Employees requesting leave to attend conventions or conferences not directly connected to District service shall be required to take vacation or other appropriate accrued leave.

REFERENCES

- 3320.7 District Policy, Travel Expenses on District Business (2122)
- 3320.8 District Policy, Mileage Reimbursement (2165)
- 3320.9 District Policy, Travel (3260)
- 3320.10 District Policy, Employee Development and Training (3335)

REST AND MEAL PERIODS

Policy # **3325**

Original Effective Date: 09/02/2020

Revision Date:

Type of Policy: BOARD DISTRICT FIRE PARKS

POLICY

3325.1 Cosumnes Community Services District (“District”) shall provide rest and meal periods, when possible, to employees scheduled to work in excess of four or more hours in a workday.

PURPOSE AND SCOPE

3325.2 While not required under California Labor Code, the District recognizes the value of providing rest and meal periods to employees.

3325.3 This policy applies to all District executives and eligible employees.

APPLICATION / PROCEDURE

3325.4 Definitions:

- a. Workday: any day when an employee is scheduled to work, as determined by their supervisor.
- b. Meal periods: interchangeably referred to as “lunch breaks”, is a period of unpaid time that does not include rest periods. During this time employees are completely relieved from work duties and are permitted to leave the premises. Non-exempt employees required to perform work duties during this time are compensated for the hours worked.
- c. FLSA non-exempt employee: an employee (probationary or regular) who is subject to the overtime provisions of the Fair Labor Standards Act (“FLSA”). Employees classified as non-exempt are eligible to receive overtime or compensatory time off (“CTO”) for hours physically worked in excess of 40 hours per week.
- d. FLSA exempt employee: an employee (probationary or regular) who is exempt from the overtime provisions of the Fair Labor Standards Act (“FLSA”), based on their position. These persons are not eligible for overtime pay or carry over time.

3325.5 The District provides rest and meal periods to FLSA non-exempt employees in accordance with the terms of this policy.

3325.6 FLSA non-exempt employees who are scheduled to work four or more hours in a workday may take periods of rest consisting of a 10-minute rest period in the first half of their shift and another 10-minute rest period in the second half of their shift. When rest periods are provided, rest periods are considered paid time. Employees who cannot take their scheduled breaks because of work flow or other reasons may take breaks at other time(s) during that shift subject to the following restrictions:

- a. Rest periods shall be scheduled in accordance with the requirements of the nature of the work assignment, but in most cases shall not be scheduled within one hour of the beginning or ending of a work shift or meal period.
- b. First and second rest periods may not be combined to increase the duration of the lunch break or to end the shift earlier.

Supervisors may designate the location(s) at which rest periods may be taken. Rest periods begin when the employee stops work and ends when the employee returns to work, not upon arrival at a location other than the workstation or job site.

3325.6 Full-time FLSA Non-exempt Employee Meal Periods

- a. The duration and timing of meal periods shall be established by the supervisor based on the program needs of the section/division. An unpaid lunch break of not less than 30 minutes and up to 60 minutes shall be provided for full-time FLSA non-exempt employees. It shall be scheduled, to the extent reasonably possible, in the middle of the employee's work shift.
- b. Lunch breaks begin when the employee stops work and ends when the employee returns to work, not upon arrival at a location other than the work station or job site. Employees are responsible for ensuring that they take their designated lunch break.

3325.7 Part-time Employee Meal Periods

- a. The District provides meal periods, when possible, to employees who are scheduled to work more than six hours in one day. The duration and timing of meal periods shall be established by the supervisor based on the needs of the program and/or section.
- b. In most cases, part-time employees will be provided a meal period that is no less than 30 minutes. It shall be scheduled, to the extent reasonably possible, in the middle of the employee's work shift. Meal periods begin when the employee stops work and ends when the employee returns to work.

3325.8 Due to the nature of some work assignments and the District's need to ensure coverage and safe operations, some employees (excluding pool lifeguards) cannot be provided with regularly scheduled rest or meal periods. In these cases, the supervisors should ensure employees are provided appropriate rest and meal periods when reasonable to do so.

3325.9 Rest Period to Express Milk

- a. Reasonable rest periods of no less than 30 minutes shall be provided to those employees (FLSA non-exempt or exempt) who have a child for the purpose of expressing milk. Whenever possible the 30 minute rest period should coincide with the employee's regular rest period. If the rest period to express milk does coincide with the employee's regular rest period, for FLSA non-exempt employees, 15 minutes of each 30 minute rest period for expressing milk is paid. If the rest period for expressing milk does not coincide with the employee's regular rest break, the entire rest period for expressing milk is unpaid.
- b. With prior approval of their supervisor, employees may be allowed to work before or after their regular work shift to make up the amount of time used during the unpaid portion of the rest break.
- c. For more information, see District Policy, Lactation Accommodation (3118).

REFERENCES

- 3325.10 District Policy, Lactation Accommodation (3118)

COMPENSATION

Policy # **3330**

Original Effective Date: 09/02/2020

Revision Date:

Type of Policy: BOARD DISTRICT FIRE PARKS

POLICY

3330.1 Cosumnes Community Services District ("District") shall establish compensation rates for classifications that take into account internal equity, labor market considerations, complexity or difficulty of the work, total compensation, and the District's economic condition.

PURPOSE AND SCOPE

3330.2 It is the goal of the District to attract and retain qualified employees and encourage high levels of performance. Additionally, the District will use a valid and consistent methodology for evaluating jobs.

3330.3 This policy applies to all District executives and employees.

APPLICATION / PROCEDURE

3330.4 Definitions:

- a. Red-circling: retaining an employee's salary at their current rate even if higher than the top rate for their classification.

3330.5 Compensation will be considered using a valid and consistent methodology for evaluating job descriptions and specifications. To that end, the District will:

- a. Utilize direct and indirect compensation (wages, premiums, health benefits, holidays, vacation and other leaves, pensions, etc.) as consideration in determining appropriate levels of compensation for employees.
- b. Ensure wage and benefits packages are considered "externally competitive" if they approximate the average of the direct and indirect compensation offered for similar work in applicable labor markets.
- c. Include other factors such as compression between classes, recruitment and retention of qualified employees, the District's economic condition, and incentives linked to performance in establishing wages and benefits.

The District recognizes the legitimate role of bargaining in determining compensation for represented employees.

The Board of Directors (“Board”) shall have final authority in setting the salary schedules for all employees of the District.

3330.6 During the regular budgetary process, pay grades and compensation ranges for all classifications shall be set for the upcoming fiscal year and shall be published in the annual budget.

The District Compensation Plan shall be revised in conjunction with the annual budgetary process and/or as a result of a classification/compensation study. The Chief Administrative Officer (“CAO”) shall recommend appropriate pay ranges for each classification in accordance with this policy.

Adjustments to assigned ranges for individual classifications, and presentation to the Board of new classifications and ranges, shall be done in conjunction with the annual budgetary process or as the result of a classification/compensation study, except where the General Manager determines that:

- a. A substantial change in the duties and responsibilities of the classification necessitates a salary adjustment; or
- b. An inordinate amount of turnover within the classification is attributed to an inadequate salary level, thereby necessitating an immediate salary review; or
- c. Difficulty in recruitment of qualified candidates for a classification is attributed to an inadequate salary level, thereby necessitating an immediate salary adjustment; or
- d. A new classification is needed at a time outside of the annual budgetary process.

3330.7 The salaries provided for under this rule and in the various Memoranda of Understanding (“MOU”) are intended to be full compensation for services rendered to the District. Any error resulting in an overpayment of wage shall be returned to the District upon request.

3330.8 As part of the District’s goal to reduce paper and create sustainable policies, and unless otherwise prohibited by a MOU, all newly hired District employees will receive their compensation through direct deposit to their designated financial institution and their itemized wage statements (remittance statements) will be available electronically.

3330.9 Salary Ranges

- a. Each non-represented classification shall be assigned a pay range with a minimum and maximum salary range and identified steps in between the minimum and maximum rates. Non-represented employees must be paid within that range and on an assigned step to that range except as provided in District Policy, Classification (3145).
- b. Most new employees are appointed to Step 1 of the salary schedule for their

classification. Appointment at a step higher than Step 1 is at the sole discretion and approval of the Department Head and will be based upon the employee's experience and education. Appointment above Step 2 must be reviewed and recommended by the CAO for a General Manager consideration.

- c. An employee's rate of pay shall not be less than the entry pay rate or more than the top pay rate for the classification.
- d. The General Manager may approve retaining an employee's salary at their current rate even if higher than the top rate for their classification (red-circling) where the employee would otherwise suffer a reduction in pay under the following circumstances:
 - 1. The reduction in pay is due to a settlement agreement; or
 - 2. The reduction in pay is as a result of a reclassification that occurs as part of the implementation of a classification/compensation study; or
 - 3. The reduction in pay is a result of a position being reclassified downwards, but the reclass is not part of a classification/compensation study. For this exception to apply the reduction in pay must be at least 25%, the position at issue is determined critical by the Department Head and the Chief Administrative Officer approves red-circling as in the best interests of the District.
- e. Employees whose pay is red-circled are not eligible for pay increases, including cost of living increases, until their pay rate is within the pay grade of their assigned classification.

3330.10 Progression Through Pay Ranges

- a. Merit increases are based on performance, not length of service, and should not be considered automatic. Employees are eligible for merit increases after every 12 months of satisfactory service. Merit increase in the six-month period may be considered by the District based on the job performance or area of responsibilities. Such consideration shall be reviewed and recommended by the CAO for the General Manager approval. Employees will be moved to the next step in the salary schedule when the employee receives an overall rating of "Meets Standards" or "Exceeds Standards" on their performance evaluation. Extended absences, which include any cumulative absence over 20 working days, may delay the merit increase by the length of absence. If awarded, merit increases shall take effect the first full pay period following the completion of 12 months of satisfactory service. The General Manager has the authority to suspend and subsequently restore merit increases as necessary.
- b. Progression through pay ranges outside of the initial appointment and merit-based increases, may occur to meet a District business need. This progression must be approved by the General Manager, with consultation from the Director of Human

Resources and the CAO.

3330.11 Working Out of Class. See District Policy, Working Out of Classification (3150).

3330.12 Transfers

- a. When a regular non-represented employee transfers to a position in a different classification with the same pay range, the Department Head may appoint the employee after discussion with the Director of Human Resources:
 1. At their current pay rate and anniversary date for future eligibility for performance increases; or
 2. As provided above under Initial Appointment for Non-Represented Classifications. The employee's anniversary date changes to reflect new appointment.
- b. Employees who transfer to a different position in the same classification maintain their current pay rate and anniversary date.

3330.13 Promotion

- a. When an employee is appointed to a classification with a higher maximum pay range, the Department Head may appoint the employee:
 1. At the entry rate for the higher pay range, or at a pay rate in the higher pay range which gives them a 5.0 percent pay increase (not to exceed the maximum of the salary range) whichever is higher; or
 2. As provided above under Section 3330.9 Salary Ranges.
- b. A regular employee's salary shall not be reduced due to an appointment to a position in a classification with a higher maximum pay range.

3330.14 Reclassification

- a. When a position is reclassified, the employee's pay rate shall be at the step which is closest to the employee's regular rate in their former classification, provided that in no event shall the employee's salary be reduced. If the former classification salary schedule exceeds the reclassified salary schedule, the employee shall be red-circled. The employee's anniversary date shall remain the same as it was in the former classification.

3330.15 Demotion

- a. If an employee voluntarily demotes to a lower paying classification, they shall retain their anniversary date and their salary shall be at the rate in the new pay range, which affords the least reduction in pay. In no event shall an employee

receive an increase in pay upon demotion.

- b. Employees demoted for disciplinary reasons shall receive the rate of pay in the lower salary range of the new class specified as part of the disciplinary action. In no case shall the employee's rate of pay be below the first step of the new classification.

3330.16 Reinstatement or Reappointment from a Layoff List or Return from Leave of Absence

- a. When an employee is reinstated under the reinstatement rules, reappointed from a layoff list or returned from leave of absence, their salary rate shall be at the same position in the pay range as when the employee last served in that classification.
- b. If a current employee is recalled from layoff and the current salary for the classification the employee is serving in exceeds their salary at the time of layoff, the rules on promotion will apply.

3330.17 Standby Duty

- a. Fair Labor Standards Act ("FLSA") non-exempt employees assigned to standby duty shall receive a pay differential of \$2.00 per hour for all hours assigned to standby duty outside of normal work hours.
- b. See District Policy, FLSA Non-Exempt Hours of Work and Overtime (3155) for standby duty criteria.

3330.18 Call-Back Pay

- a. Non-exempt employees who are called in to perform work on a day which is not a regularly scheduled work day or who is called back to work after working a regular shift shall be paid for a minimum of two (2) hours, but may be required to work for the full two (2) hour period. After the first two hours, additional time shall be accrued in quarter hour (15 minute) increments. Employees shall be compensated at their regular pay at straight time or overtime, depending on the total hours actually worked for the work week.
- b. Non-exempt employees who respond to a call for assistance outside normal working hours but does not require returning to work shall be paid for the time spent responding to the call rounding up to the nearest quarter hour (15 minutes). The rate of compensation shall be regular pay or overtime, depending on the total hours worked for the work week.
- c. Actual hours worked for Call-Back purposes means only that time spent at the worksite. Time spent enroute to or from the worksite is not included as time worked.

3330.19 Shift Differentials

- a. Non-Represented Classifications are not eligible for shift differentials.

3330.20 Certification Pay

- a. Non-Represented Classifications are not eligible for certification pay.

3330.21 Compensation Studies

- a. The District will review and update the full-time non-represented classifications and compensation every three (3) years, through the use of a classification and compensation study. The commencement of the study is subject to available funding.

3330.22 Cost of Living Adjustments

- a. Adjustments to the compensation rates may be made based upon a formula that considers the Consumer Price Index ("CPI"). Other adjustments may also result from a classification study or compensation review. The District may update pay schedules to include estimated annual COLA adjustments in lieu of annual COLAs.
- b. Contingent on availability of funds and approval of the Board, full-time employees will be considered for a cost of living increase commencing July 1 of each year. The Cost of Living Adjustment ("COLA") shall not be less than the Consumer Price Index, West Region annually, not to exceed 5%. Consideration shall be based on the February month-end report. If approved, adjustments will be made to salary schedules at each step equal to the amount of the adjustment.

3330.23 Anniversary Date and the Impact of Leaves and Prior Service

- a. Except as provided below, the anniversary date of an employee is the date of initial appointment to the classification. Thereafter, an anniversary date for pay purposes shall be adjusted to exclude time spent on layoff or official approved leaves of absence of more than 30 days in duration, unless otherwise required by federal or state law.
- b. When an employee is regularly appointed to a classification with previous time served:
 1. The anniversary date shall be adjusted to reflect credit for time in class per applicable District policy or contractual languages; or
 2. At the discretion of the CAO, the employee shall be granted additional compensation per initial appointment to the Non-Represented Classification rule and the anniversary shall be reset to the date of appointment.
- c. An officially approved absence from duty without pay because of military leave, Family Medical Leave, or injury in line of duty shall not change an employee's anniversary date.

- d. If as a result of layoff, an employee bumps to a lower classification in which they previously held status, the employee's anniversary date in the lower classification will be adjusted for pay purposes to include all time served in the lower classification.

3330.24 Impact of Appointments to Other Classifications

- a. If an employee accepts a temporary appointment in a classification in the same pay range and is later reappointed to the former classification, the employee shall retain their current salary rate and anniversary date.
- b. If an employee accepts a temporary appointment in a classification in a higher pay range and is later reappointed to the former classification the employee's anniversary date and salary rate shall be reset as if they had continued in the original classification.

3330.25 Pay Status

- a. An employee is in paid status when working, when on paid leave, or when on worker's compensation leave. An employee is not in paid status after the last day of work when separated because of resignation, dismissal, death, retirement or layoff.

3330.26 Payment to Separated Employees

- a. Employees who separate from District service shall be paid in accordance with applicable law.

3330.27 Overtime

- a. See District Policy, FLSA Non-Exempt Hours of Work and Overtime (3155)

3330.28 Furloughs

- a. The District may institute employee furloughs as an alternative to employee layoffs. Employee furloughs are mandatory time off work with no pay. During employee furloughs, all benefits will continue.

REFERENCES

3330.29 District Policy, Employee Movement (3135)

3330.30 District Policy, Classification (3145)

3330.31 District Policy, Working Out of Classification (3150)

3330.32 District Policy, FLSA Non-Exempt Hours of Work and Overtime (3155)

3330.33 District Policy, Performance Evaluation (3160)

DEVELOPMENT AND TRAINING

Policy # **3335**

Original Effective Date: 09/02/2020

Revision Date:

Type of Policy: BOARD DISTRICT FIRE PARKS

POLICY

3335.1 Cosumnes Community Services District (“District”) employees are encouraged to pursue educational opportunities which are related to their present work, which will prepare them for foreseeable future opportunities within the District, or which will prepare them for future career advancement.

PURPOSE AND SCOPE

3335.2 The District recognizes that continuous learning and development of its employees are important contributions toward the productivity and professionalism of the District’s work force. Development and management of the District’s workforce to sustain and improve performance enhances the delivery of services to the public and sustains employee job satisfaction.

3335.3 This policy applies to all District executives and eligible employees.

APPLICATION / PROCEDURE

3335.4 Definitions:

- a. Professional Growth Reimbursement Program: a program for regular full-time employees to be reimbursed for professional development courses.

3335.5 The Human Resources Division is responsible to provide centralized administration and delivery of Districtwide Training Programs, Prevention of Workplace Discrimination, Harassment, and Retaliation, Cultural Competency, Districtwide Professional Development Courses, Manager/Supervisor Development, New Employee Onboarding; Mandatory Reporting of Child and Elder Abuse and other policy-oriented training, such as workplace violence prevention, employee discipline, and protocol for investigation of discrimination or other complaints.

3335.6 Training programs should be structured to either support the business interests of the Department or enhance the development of employees’ careers and job opportunities in the District. Training programs should include systematic methods for assessing training needs, providing training to meet priority needs, selecting personnel for training, and evaluating the training provided. Some training courses are required for compliance with legal or other requirements.

- 3335.7 Upon hire with the District, new employees are required to review the Board Policies, Critical Rules (Section 1000) as part of the new employee onboarding process within the first day of employment.
- 3335.8 District employees are eligible to attend training and education courses, as they are available; attendance requires supervisor/manager approval. Enrollment for some courses may be restricted. Others, while not restricted, are best suited for employees at specific levels or occupations. Providing an employee meets any enrollment restrictions, the decision of whether the employee may or may not participate in training during regular work hours, on District time, and/or at District expense is at the discretion of that employee's Department and its management/supervisory staff.
- 3335.9 The District encourages employee membership and participation in technical and professional associations and activities on a local and national level. Within the constraints of approved budgets, Department Heads may approve leave, professional dues and/or reimbursement for attendance at professional meetings, seminars, and similar work-related activities.
- 3335.10 Training schedules are established to be compatible with the needs of Department operations and employee work schedules. Training for District employees may be conducted both during and outside of an employee's regular work schedule. Regular or overtime wages will be paid for mandatory training outside the employee's regular work schedule in accordance with applicable State and Federal laws, Board and District Policy, and/or collective bargaining agreements.
- 3335.11 The Director of Human Resources may designate completion of or attendance at training programs for District employees, managers, and supervisors as mandatory, providing the training is provided for one or more of the following reasons: to ensure understanding of and compliance with law or District Policy, including Districtwide initiatives; to reduce potential risk and liability to the District; and/or to define and communicate expectations and ensure ethical, professional, and appropriate behavior and conduct on the part of District employees in their official capacity.
- The Director of Human Resources may designate training as mandatory at their initiative or at the request of a Department Head, with General Manager approval.
- 3335.12 Professional Growth Reimbursement Program
- a. The District provides a Professional Growth Reimbursement Program to encourage employees to participate in activities which will improve their professional skills and provide opportunities for related growth and improvement. Information regarding this is located in the Non-Represented Employee Handbook or each bargaining unit's Memoranda of Understanding ("MOU").
- 3335.13 The District values professional development, as such, the Human Resources Division will seek out opportunities through Business Partnership Agreements with local and

accredited colleges and university that provide benefit to employees, such as discounted tuition, in exchange for incidental advertising or other non-monetary considerations. To be considered, institutions must be accredited and be located within 10 miles of the District boundaries.

REFERENCES

- 3335.14 Board Policies, Critical Rules (Section 1000)
- 3335.15 District Policy, Travel Expenses on District Business (2122)
- 3335.16 District Policy, Lectures, Meetings, Trainings, and Conferences – Working Time (3320)
- 3335.17 Board Policy, Training, Education and Conferences (3335)

TIME KEEPING AND PAYROLL

Policy # **3340**

Original Effective Date: 09/02/2020

Revision Date:

Type of Policy: BOARD DISTRICT FIRE PARKS

POLICY

3340.1 Cosumnes Community Services District (“District”) employees shall keep accurate record of time worked and certify all time recorded.

PURPOSE AND SCOPE

3340.2 Federal and State laws require the District to keep an accurate record of time worked in order to calculate employee pay and benefits.

3340.3 This policy applies to all District elected officials, executives, employees, and interns.

APPLICATION / PROCEDURE

3340.4 Definitions:

- a. FLSA non-exempt employee: an employee (probationary or regular) who is subject to the overtime provisions of the Fair Labor Standards Act (“FLSA”). Employees classified as non-exempt are eligible to receive overtime or compensatory time off (“CTO”) for hours physically worked in excess of 40 hours per week.
- b. FLSA exempt employee: an employee (probationary or regular) who is exempt from the overtime provisions of the Fair Labor Standards Act (“FLSA”), based on their position. These persons are not eligible for overtime pay.
- c. Wage Garnishments: a legal levy by a creditor against an employee’s pay.

3340.5 Time Keeping and Reporting

a. Fair Labor Standards Act (“FLSA”) Non-Exempt Employees:

1. It is the responsibility of every non-exempt employee to accurately record time worked or time used as leave, as specified in District Policy, Holidays, Vacations & Other Leaves (3310). Time worked is the time actually spent on the job performing assigned duties.
2. Overtime compensation will be paid to FLSA non-exempt employees when

overtime is incurred. See District Policy, FLSA Non-Exempt Hours of Work and Overtime (3155) for more information on overtime.

3. It is the employee's responsibility to submit time sheets on time, through the appropriate time reporting software, certifying the accuracy of all time recorded for compensation. See the District's current Payroll Schedule for pay period deadlines.

b. Fair Labor Standards Act ("FLSA") Exempt Employees:

1. Salaried employees are not required to report time worked, but must use the Employee Portal to accurately report any time off for deduction from the appropriate leave bank. It is the responsibility of every exempt employee to accurately record any time away from the workplace on leave, as specified in District Policy, Holidays, Vacations, and Other Leaves (3310).
2. Employees are required to submit time sheets, through the appropriate time reporting software, to their supervisor for approval at the end of the pay period in which the time off was taken. See the District's current Payroll Schedule for pay period deadlines.

3340.6 Time Review and Approval

- a. The proper approval of employee time is the responsibility of all supervisors and managers. Failure to approve timesheets, within the time reporting software, by the established deadlines, jeopardizes on-time payroll processing.

3340.7 Payroll Deductions

- a. The District is required by state and federal law to withhold a portion of an employee's pay for tax or government-mandated benefit programs and other mandatory deductions from time to time. These legally required deductions include, but are not limited to, the following items:
 1. Federal Income Tax
 2. State Income Tax
 3. Medicare deduction
 4. Pension and Retiree Health Contribution - Employee Portion
 5. Court-ordered deductions (such as garnishments) and tax liens
- b. Additionally, at the discretion of the District, employees may authorize certain other deductions to be made from their paychecks. All deductions, whether they are legally required or voluntary, are itemized on each employee's paycheck stub.

- c. All garnishments and other attachment orders that are required by law will be honored. An employee who suspects this may happen to them, should review the situation with a member of the payroll staff immediately.
- d. Staff uniforms or shirts, which are paid for by the District, are CalPERS-reportable compensation in accordance with the Public Employee Pension Reform Act (“PEPRA”). In cases where the expenditure exceeds \$100 in a single fiscal year, the costs will also be considered taxable fringe benefits.

3340.8 Pay Periods

- a. Pay periods are semi-monthly. Pay days are the 10th and 25th of each month. If a regular payday falls on a holiday or weekend day, employees will be paid on the last day worked before the holiday or weekend day.

REFERENCES

- 3340.9 District Policy, FLSA Non-Exempt Hours of Work and Overtime (3155)
- 3340.10 District Policy, FLSA Exempt Hours of Work and Overtime (3157)
- 3340.11 District Policy, Holidays, Vacations & Other Leaves (3310)
- 3340.12 District Policy, Compensation (3330)
- 3340.13 Annual Payroll Schedule

STAFF REPORT

DATE: September 2, 2020
TO: Board of Directors
FROM: Michael W. McLaughlin, Fire Chief
BY: John Ebner, Senior Management Analyst
SUBJECT: **RESOLUTION 2020-43, INTENTION TO ANNEX TERRITORY TO COMMUNITY FACILITIES DISTRICT NO. 1 (ELK GROVE FIRE PROTECTION)**



RECOMMENDATION

The Board of Directors:

- Approves Resolution 2020-43, A Resolution Declaring Intention to Annex Territory to Community Facilities District No. 1 and to Authorize the Levy of Special Taxes Therein. (Attachment A)
- Schedules a public hearing for October 7, 2020 at 6:30 pm for the purpose of annexing territory to Community Facilities District No. 1 (Elk Grove Fire Protection).
- Orders staff to advertise a notice of public hearing for the annexation of territory to CFD No. 1 (Elk Grove Fire Protection).

BACKGROUND/ANALYSIS

The CSD created CFD No. 1 (Elk Grove Fire Protection) in June of 2012 for the purpose of offsetting 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 process. Resolution 2020-43, A Resolution Declaring Intention to Annex Territory to Community Facilities District No. 1 and to authorize the Levy of Special Taxes Therein is designed to do just that.

This is the 28th 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 the project to the CFD which is the subject of tonight's action.

The next steps in the process of annexing these projects into CFD No. 1 in Elk Grove are as follows:

- Adopt a resolution of intention to annex territory to the CFD and approving the proposed annexation boundary map.

- Set a Public Hearing date to consider the annexation of these projects into CFD No. 1 (Elk Grove Fire Protection)
- Advertise a notice of the Public Hearing for the annexation of territory into the CFD.

Should the Board approve these actions tonight, additional steps in the process would need to be taken:

- The annexation map is recorded with the County Recorder.
- The CFD election ballot is mailed to the property owner, who will be asked to vote on whether they approve or disapprove of the annexation of their property into CFD No. 1 (must occur at least 10 days before the date of the Public Hearing).
- The Public Hearing is scheduled to be held on October 7, 2020 at approximately 6:30 pm.
- The Board adopts a Resolution Calling a Special Tax Election for the Annexation.
- The election is held at approximately 6:30 pm on October 7, 2020, at which time the Canvassing Board opens the ballots, tallies the vote, and announces the results of the election.
- The Board adopts a Resolution of Annexation of Territory to the CFD.
- Board adopts a Resolution Declaring Results of the Special Election, Determining Validity of Prior Proceedings, and Directing Recording of Amended Notice of Special Tax Lien.
- Notice of Special Tax Lien is Recorded by the Clerk (must be recorded within 15 days of the date of the public hearing and election).

With these actions the Board is being asked to consider annexing additional territory into CFD No. 1 (Elk Grove Fire Protection).

The Mello Roos Community Facilities Act provides that a public hearing must be held on the annexation of 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.

Accordingly, all property owners have agreed to submit their election ballots prior to October 7, 2020, so that the election results will be available at that meeting.

Upon the approval of the CFD annexation, a notice of special tax lien will be recorded with the Sacramento County Recorder, resulting in a permanent lien on the parcels. The lien continues in perpetuity unless the Board terminates the special tax obligation by later Board actions in accordance with the Act.

As the local agency establishing the CFD, the District will have the obligation of providing annually the calculation of the special tax levy for a timely submission to the Sacramento County Auditor-Controller of the information required for posting the special tax levy to the secured property tax roll of the county.

Staff is requesting that the Board adopt the Resolution Declaring Intention to Annex Territory to Community Facilities District No. 1 and to authorize the Levy of Special Taxes Therein; approve scheduling a public hearing on the formation of Community Facilities District No. 1 for October 7, 2020; and allow staff to advertise a notice of public hearing for the annexation of territory to CFD No. 1 (Elk Grove Fire Protection).

FINANCIAL ANALYSIS

The CFD is fully supported by an annual special tax levied exclusively on the real property within the CFD. The cost of the annexation proceedings has been funded by the participating developers. The District's administrative costs related to the CFD are reimbursed from the special tax proceeds and there is no impact on the District's finances or on the General Fund.

SUSTAINABILITY ANALYSIS

There is no environmental impact related to the annexation of properties into Community Facilities District No. 1 (Elk Grove Fire Protection).

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

Respectfully submitted,



Michael W. McLaughlin
Fire Chief

Attachment A – Resolution No. 2020-43

Staff Report recommendation authorized by:



General Manager

Approved as to Form:



General Counsel

Attachment A

RESOLUTION NO. 2020-43

**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**

**COSUMNES COMMUNITY SERVICES DISTRICT
Community Facilities District No. 1
(Elk Grove Fire Protection)
Annexation No. 28**

RESOLVED by the Board of Directors (the "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") 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

WHEREAS, under the Act, the Board is the legislative body for the CFD and is empowered with the authority to annex territory to the CFD, and now desires to undertake proceedings to annex territory to the CFD.

NOW, THEREFORE, BE IT RESOLVED, as follows:

Section 1. Findings. The Board hereby finds and determines that public convenience and necessity require that territory be added to the CFD.

Section 2. Territory Described. 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 113 at Page 0026 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. 28 to the CFD, on file with the Clerk of the Board ("Board Clerk"), the boundaries of which territory are hereby preliminarily approved and attached hereto as Exhibit A and incorporated herein by reference. The Board Clerk is hereby directed to endorse the certificates set forth on said map and to record said map in the office of the County Recorder of the County of Sacramento ("County") within fifteen days of the date of adoption of this Resolution.

Section 3. Services and Facilities; Plan for Providing Services. 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 services and facilities described in Exhibit A to Resolution No. 2012-25 shall be provided,

as needed, throughout the CFD and the territory proposed to be annexed thereto for the benefit of all owners of property and residents of the CFD and the territory proposed to be annexed thereto.

Section 4. Special Tax. If the annexation is approved, a special tax (the "Special Tax") will be levied annually consistent with the Rate and Method of Apportionment of Special Tax ("RMA") described in Exhibit B of the Resolution of Formation which is incorporated herein by reference.

Section 5. Public Hearing. On October 7, 2020 at 6:30 p.m. or as soon as possible thereafter, at the District's Administration Building, located at 8820 Elk Grove Blvd, Elk Grove, California, this Board, as 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.

Section 6. Notice of Hearing. The Board Clerk is hereby directed to cause notice of the public hearing to be given by publication one time in a newspaper published in the area of the CFD. The publication shall be completed at least thirty days before the date of the public hearing referenced in Section 5. The notice shall be substantially in the form specified in Section 53322 of the Act, with the form summarizing the provisions hereof hereby specifically approved.

Section 7. Election. In anticipation of its action on October 7, 2020, to call the election on the annexation for the same date, pursuant to waiver of election time limits from the landowner, the Board hereby authorizes the Board Clerk to mail or hand-deliver a ballot to the landowner in the territory proposed to be annexed to the CFD. A copy of the Petition, Consent and Waiver Form, signed by the property owner, is attached hereto as Exhibit B and incorporated herein by reference.

Section 8. Effective Date. This Resolution shall take effect immediately upon its passage.

PASSED AND ADOPTED by the Board of Directors of Cosumnes Community Services District at a regular meeting of said Board held on the 2nd day of September 2020 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

President, Cosumnes CSD Board of Directors

Clerk of the Board

EXHIBIT A



Legend

- Annex 28 - DS Properties 18 LP
- Sacramento County Parcels

SCI Consulting Group
4745 Mangels Blvd.
Fairfield, CA 94534
(707) 430-4399

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 WITH IN 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 _____

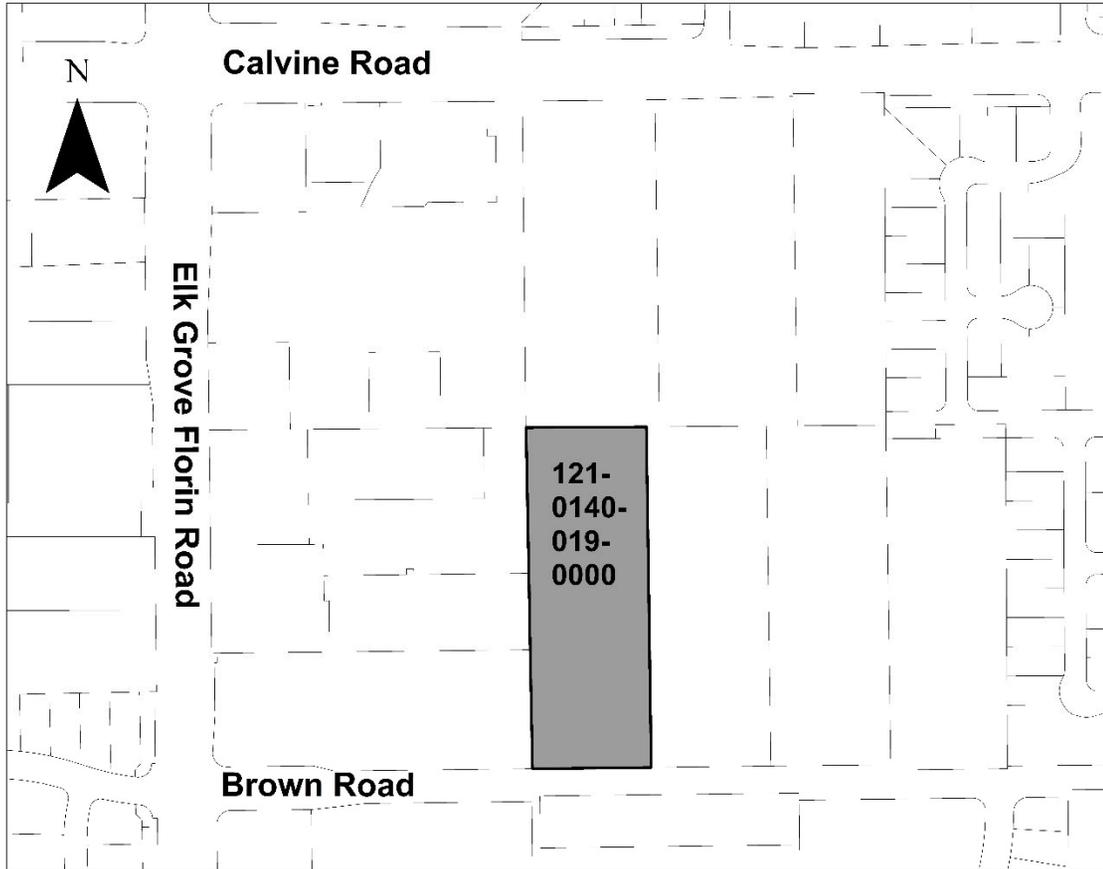
RECORDER'S CERTIFICATE
FILED THIS _____ DAY OF _____, 2020 AT THE HOUR OF _____
O'CLOCK _____ M. IN BOOK _____ OF MAPS OF ASSESSMENT AND
COMMUNITY FACILITIES DISTRICTS AT PAGE _____ IN THE OFFICE OF THE
COUNTY RECORDER IN THE COUNTY OF SACRAMENTO, STATE OF
CALIFORNIA.

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



Legend

- Annex 28 - Heartstone
- 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. 28 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

Consent and Waiver Forms

PETITION, CONSENT AND WAIVER

PETITION, CONSENT AND WAIVER OF OWNERS OF PROPERTY REGARDING PROPOSED ANNEXATION OF TERRITORY TO COSUMNES COMMUNITY SERVICES DISTRICT COMMUNITY FACILITIES DISTRICT NO. 1 REGARDING CERTAIN TIME LIMITS AND PROCEDURAL REQUIREMENTS WITH RESPECT TO A SPECIAL LANDOWNER'S ELECTION

To: Honorable Board of Directors
Cosumnes Community Services District
10573 E. Stockton Blvd.
Elk Grove, CA 95624
Attn: Michael W. McLaughlin, Fire Chief

Members of the Board:

The undersigned is the owner (or duly authorized representative thereof) of all of the real property identified in Exhibit A and hereby requests that the Cosumnes Community Services District (the "District") initiate proceedings to annex the territory to Community Facilities District No. 1 (Elk Grove Fire Protection) (the "CFD") pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (Sections 53311, et seq., California Government Code) (the "Act"), and hereby respectfully petitions and shows as follows:

1. The undersigned requests that the property identified in Exhibit A be annexed to the CFD as shown on a map of the proposed boundaries of the annexation territory to be filed with the Secretary of the Board, and that the District take all steps necessary to complete the annexation to the CFD and to levy a special tax therein for the purpose of financing the facilities and the public services (the "Services and Facilities") described in Exhibit B of Resolution No. 2012-25 of the District, adopted June 6, 2012 (the "Resolution of Formation") and incorporated herein by reference.
2. The undersigned hereby certifies that as of the date indicated above his/her signature, the landowner listed herein is the owner of the property within the proposed boundaries of the annexation territory of the CFD described in Exhibit A hereto (the "Property"). The undersigned further certifies that there have been no more than 12 persons residing and registered to vote within the Property for each of the ninety (90) days preceding the date of this Petition, Consent and Waiver.
3. The undersigned acknowledges that inclusion of the Property in the formation of the CFD is voluntary, and expressly waives the option available to landowner to deposit a sum of money, as determined by the District, equivalent to the present value of funding sufficient for the District to finance the cost of the Services and Facilities attributable to the Property, in perpetuity.
4. In accordance with the provisions of the Act, and specifically Sections 53326(a) and 53327(b) thereof allowing certain time and conduct requirements relative to a special landowner election to be waived with the unanimous consent of all the landowners to be included in a community facilities district and concurrence of the election official conducting the election, the undersigned (i) expressly consents to the conduct of the special election at the earliest possible time following the adoption by the Board of a resolution of intention to form the CFD and (ii) expressly waives any requirement to have the special election conducted within the time periods specified in Section 53326 of the Act or in the California Elections Code.

5. The undersigned waives any requirements for the mailing of the ballot for the special election and expressly agrees that said election may be conducted by mailed or hand-delivered ballot to be returned as quickly as possible to the designated election official, being the office of the Board Secretary, at the same meeting of the Board as the public hearing of the formation of the CFD.
6. The undersigned expressly waives all applicable waiting periods for the election and waives the requirement for analysis and arguments relating to the special election, as set forth in Section 53327 of the Act, and consents to not having such materials provided to the landowner in the ballot packet, and expressly waives any requirements as to the form of the ballot.
7. The undersigned expressly waives all notice requirements relating to hearings and special elections, whether by posting, publishing or mailing, and whether such requirements are found in the California Elections Code, the California Government Code or other laws or procedures, including, but limited to any notice provided for by compliance with the provisions of Section 4101 of the California Elections Code.
8. The undersigned hereby consents to and expressly waives any and all claims based on any irregularity, error, mistake or departure from the provisions of the Act or other laws of the State and any and all laws and requirements incorporated therein, and no step or action in any proceedings relative to the CFD or the special election therein shall be invalidated or affected by any such irregularity, error, mistake or departure.
9. The undersigned hereby declares under penalty of perjury to be the owner of record or the authorized representative of the landowner.

Respectfully submitted as of this day of July 9th, 2020

By: Paul Pannu

Signature: *Paul Pannu*

Title: Member, Heartstone LLC

The address of the above owner for purposes of receiving all notices and ballots is:

3103 Sparrow Drive
Sacramento, CA 95834

Filed in the Office of the Secretary of the Board of Directors of the Cosumnes Community Services District
 this day of _____ 20__.

 Secretary of the Board

EXHIBIT A

DESCRIPTION OF LANDOWNER'S PROPERTIES

**COSUMNES COMMUNITY SERVICES DISTRICT
Community Facilities District No. 1 (Elk Grove Fire Protection)
Annexation No. 28**

Assessor's Parcel Number	Acres	Property Owner
121-0140-019-0000	3.18	HEARTSTONE LLC

PETITION, CONSENT AND WAIVER

PETITION, CONSENT AND WAIVER OF OWNERS OF PROPERTY REGARDING PROPOSED ANNEXATION OF TERRITORY TO COSUMNES COMMUNITY SERVICES DISTRICT COMMUNITY FACILITIES DISTRICT NO. 1 REGARDING CERTAIN TIME LIMITS AND PROCEDURAL REQUIREMENTS WITH RESPECT TO A SPECIAL LANDOWNER'S ELECTION

To: Honorable Board of Directors
Cosumnes Community Services District
10573 E. Stockton Blvd.
Elk Grove, CA 95624
Attn: Michael W. McLaughlin, Fire Chief

Members of the Board:

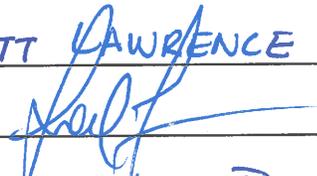
The undersigned is the owner (or duly authorized representative thereof) of all of the real property identified in Exhibit A and hereby requests that the Cosumnes Community Services District (the "District") initiate proceedings to annex the territory to Community Facilities District No. 1 (Elk Grove Fire Protection) (the "CFD") pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (Sections 53311, et seq., California Government Code) (the "Act"), and hereby respectfully petitions and shows as follows:

1. The undersigned requests that the property identified in Exhibit A be annexed to the CFD as shown on a map of the proposed boundaries of the annexation territory to be filed with the Secretary of the Board, and that the District take all steps necessary to complete the annexation to the CFD and to levy a special tax therein for the purpose of financing the facilities and the public services (the "Services and Facilities") described in Exhibit B of Resolution No. 2012-25 of the District, adopted June 6, 2012 (the "Resolution of Formation") and incorporated herein by reference.
2. The undersigned hereby certifies that as of the date indicated above his/her signature, the landowner listed herein is the owner of the property within the proposed boundaries of the annexation territory of the CFD described in Exhibit A hereto (the "Property"). The undersigned further certifies that there have been no more than 12 persons residing and registered to vote within the Property for each of the ninety (90) days preceding the date of this Petition, Consent and Waiver.
3. The undersigned acknowledges that inclusion of the Property in the formation of the CFD is voluntary, and expressly waives the option available to landowner to deposit a sum of money, as determined by the District, equivalent to the present value of funding sufficient for the District to finance the cost of the Services and Facilities attributable to the Property, in perpetuity.
4. In accordance with the provisions of the Act, and specifically Sections 53326(a) and 53327(b) thereof allowing certain time and conduct requirements relative to a special landowner election to be waived with the unanimous consent of all the landowners to be included in a community facilities district and concurrence of the election official conducting the election, the undersigned (i) expressly consents to the conduct of the special election at the earliest possible time following the adoption by the Board of a resolution of intention to form the CFD and (ii) expressly waives any requirement to have the special election conducted within the time periods specified in Section 53326 of the Act or in the California Elections Code.

5. The undersigned waives any requirements for the mailing of the ballot for the special election and expressly agrees that said election may be conducted by mailed or hand-delivered ballot to be returned as quickly as possible to the designated election official, being the office of the Board Secretary, at the same meeting of the Board as the public hearing of the formation of the CFD.
6. The undersigned expressly waives all applicable waiting periods for the election and waives the requirement for analysis and arguments relating to the special election, as set forth in Section 53327 of the Act, and consents to not having such materials provided to the landowner in the ballot packet, and expressly waives any requirements as to the form of the ballot.
7. The undersigned expressly waives all notice requirements relating to hearings and special elections, whether by posting, publishing or mailing, and whether such requirements are found in the California Elections Code, the California Government Code or other laws or procedures, including, but limited to any notice provided for by compliance with the provisions of Section 4101 of the California Elections Code.
8. The undersigned hereby consents to and expressly waives any and all claims based on any irregularity, error, mistake or departure from the provisions of the Act or other laws of the State and any and all laws and requirements incorporated therein, and no step or action in any proceedings relative to the CFD or the special election therein shall be invalidated or affected by any such irregularity, error, mistake or departure.
9. The undersigned hereby declares under penalty of perjury to be the owner of record or the authorized representative of the landowner.

Respectfully submitted as of this day of JUNE 2020

By: SCOTT LAWRENCE

Signature: 

Title: SENIOR VICE PRESIDENT, CONSTRUCTION

The address of the above owner for purposes of receiving all notices and ballots is:

DS Properties 18 LP
c/o Donahue Schriber Realty Group
200 E. Baker Street, #100
Costa Mesa, CA 92626

Filed in the Office of the Secretary of the Board of Directors of the Cosumnes Community Services District this day of _____ 20__.

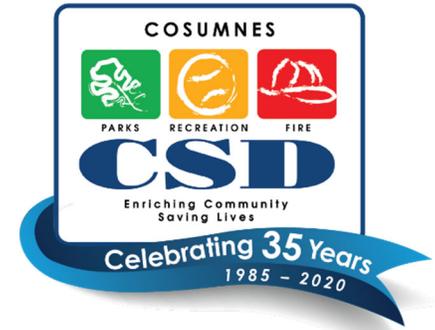
 Secretary of the Board

EXHIBIT A

DESCRIPTION OF LANDOWNER'S PROPERTIES

**COSUMNES COMMUNITY SERVICES DISTRICT
Community Facilities District No. 1 (Elk Grove Fire Protection)
Annexation No. 28**

Assessor's Parcel Number	Acres	Property Owner
116-1160-016-0000	0.508	DS PROPERTIES 18 LP
116-1160-017-0000	9.139	DS PROPERTIES 18 LP



STAFF REPORT

DATE: September 2, 2020
TO: Board of Directors
FROM: Michael McLaughlin, Fire Chief
BY: Pamela Dawson, Management Analyst

SUBJECT: APPROVAL OF RESOLUTION AUTHORIZING DISTRICT TO ACCEPT, IMPLEMENT AND MANAGE AWARDED STATE HOMELAND SECURITY GRANT

RECOMMENDATION

The Board of Directors:

- Approves Resolution No. 2020-44 authorizing the District to accept, implement and manage awarded State Homeland Security Grant (SHSGP 2020); and
- Accept the SHSGP 2018 award of \$70,000 to be allocated to the District and 3 Regional Partners; and
- Authorizes the General Manager to enter a “Subaward Agreement” with the Sacramento Office of Emergency Services; and
- Authorizes the General Manager to enter a Memorandum of Understanding with each of the three (3) Regional Partners: City of Sacramento Fire Department, the Sacramento Metropolitan Fire District, and the City of Folsom Fire Department; and
- Authorizes the General Manager, or designee, to take all actions necessary to carry out the activities of the SHSGP 2018 grant.

BACKGROUND/ANALYSIS

The purpose of the State Homeland Security Grant Program (SHSGP) is to provide funds supporting the implementation of state Homeland Security Strategies to address the identified planning, organization, equipment, training, and exercise needed to prevent, protect against, mitigate, respond to, and recover from acts of terrorism and other catastrophic events.

Previously, the District has been awarded funds from the SHSGP, utilizing funds to purchase needed equipment for the Community Emergency Response Team (CERT). Historically, the grant program was implemented and managed by the Sacramento Office of Emergency Services (SacOES). However, beginning with the “SHSGP 2018” grant award, the SacOES is requiring grant recipients to implement and manage the program themselves and to sign a “Subaward Agreement” with SacOES.

SacOES, as a subgrantee (or pass-through agent) of the California Office of Emergency Services, has determined that the District and its three (3) Regional Partners (City of Sacramento Fire Department, Sacramento Metropolitan Fire District, and City of Folsom

Staff Report: RESOLUTION 2020-44, A RESOLUTION OF THE BOARD OF DIRECTORS OF THE COSUMNES COMMUNITY SERVICES DISTRICT AUTHORIZING THE DISTRICT TO ACCEPT, IMPLEMENT AND MANAGE AWARDED STATE HOMELAND SECURITY GRANT (SHSGP 2018)

Date: September 2, 2020

Fire Department) have met the program’s purpose and has granted SHSGP 2018 funds in the amount of \$70,000 to be used toward the purchase of equipment for CERT.

The CERT program is staffed by community volunteers who provide support following a major disaster or emergency. CERT volunteers are trained in the service needs and expectations following a major disaster; lifesaving skills with emphasis on decision making skills and rescuer safety; and doing the greatest good for the greatest number. To provide a ready CERT team, equipment is designated for CERT program only, separate from the equipment used in the day-to-day operations of fire and rescue services.

The Regional Partners selected the District to implement and manage the SHSGP 2018 grant program. In turn, each Regional Partner has agreed to sign a “Memorandum of Understanding” (Attachment A) acknowledging the responsibilities of the District, detailing the responsibilities of the Regional Partner, and itemizing the grant fund allocations.

The Memorandum of Understanding between the District and the Regional Partners includes, but is not limited to:

- Responsibilities of the Regional Partners: Provide a detailed written quote, W9, and SAM.gov verification for the chosen vendor of identified equipment by September 17, 2020. Provide 2 additional written quotes from alternate vendors to allow District to comply with agency purchasing guidelines. And comply with all requirements of the SHSGP 2018 grant program.
- Responsibilities of the District: To host and lead the grant, oversee implementation and coordination. The District will collect all quotes from Regional Partners, procure and distribute equipment, and comply with all requirements of the SHSGP 2018 grant program and Subaward Agreement.

The grant award will be allocated as follows:

Department	Allocation
Cosumnes CSD Fire Department	\$20,000
City of Sacramento Fire Department	\$20,000
Sacramento Metropolitan Fire District	\$20,000
City of Folsom Fire Department	\$10,000
Total	\$70,000

As the designated partner to implement SHSGP 2018, the District must enter into the “Subaward Agreement,” with SacOES (Attachment B). The Subaward Agreement designates the District as the “Sub-Recipient” of the grant. In doing so, the District becomes obligated for all legal obligations with respect to the use of grant funds and compliance with all terms and conditions of the SHSGP 2018 grant, including but not limited to, following all federal, state and local requirements, notification of adverse developments, upholding the standards for financial management systems, maintaining all financial records, complying

Staff Report: RESOLUTION 2020-44, A RESOLUTION OF THE BOARD OF DIRECTORS OF THE COSUMNES COMMUNITY SERVICES DISTRICT AUTHORIZING THE DISTRICT TO ACCEPT, IMPLEMENT AND MANAGE AWARDED STATE HOMELAND SECURITY GRANT (SHSGP 2018)

Date: September 2, 2020

with audit requests, required reporting, and following all applicable federal purchasing regulations and the purchasing policies of the District. Additionally, all grant activities must be completed by December 31, 2020.

FINANCIAL ANALYSIS

The SHSGP 2018 does not allow for advance payment of funds, therefore, all equipment must be purchased first by the District. The District will collect the list of equipment from each of the Regional Partners, order the equipment, following the District's procurement policies, receive the equipment, pay the equipment invoices, request reimbursement from SHSGP 2018, and distribute equipment to the Regional Partners.

All grant activities noted above must be completed by December 31, 2020, for the District to receive reimbursement from the SHSGP 2018 program. Failure to complete all grant activities by December 31, 2020, will result in the District absorbing the \$70,000 cost of equipment. Under this scenario, general fund monies would be requested to cover this cost.

SUSTAINABILITY ANALYSIS

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

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

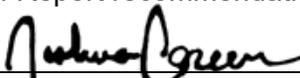
Respectfully submitted,



Michael W. McLaughlin,
Fire Chief

Attachment A – MOUx3
Attachment B – Subaward Agreement

Staff Report recommendation authorized by:



General Manager

Approved as to Form:



General Counsel

References:

<https://www.yourcsd.com/260/CERT>

RESOLUTION NO. 2020-44

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
COSUMNES COMMUNITY SERVICES DISTRICT
AUTHORIZING THE DISTRICT TO ACCEPT, IMPLEMENT AND MANAGE
AWARDED STATE HOMELAND SECURITY GRANT (SHSGP 2018)**

WHEREAS, the California Office of Emergency Services (Cal OES) has been awarded \$70,000 from the State Homeland Security Grant Program (SHSGP), Emergency Management Agency Grant #2018-0054; and

WHEREAS, the Sacramento Office of Emergency Services, is a subgrantee of the California Office of Emergency Services; and

WHEREAS, the Sacramento Office of Emergency Services has determined that the Cosumnes Community Services District Fire Department (District) and its Regional Partners have met the program's purpose and has granted funds to be used toward the purchase of \$70,000 in Citizen Emergency Response Team (CERT) equipment; and

WHEREAS, the Sacramento Office of Emergency Services and the District shall enter into an agreement to designate the District as the sub-recipient, assigning all legal obligations with respect to the use of the grant funds and its compliance with the terms and conditions of the SHSGP to the District; and

WHEREAS, the District shall enter a Memorandum of Understanding (MOU) with each of the Regional Partners (3); and

WHEREAS, the Regional Partners are the City of Sacramento Fire Department, the Sacramento Metropolitan Fire District, and the City of Folsom Fire Department; and

WHEREAS, the District shall act as the fiscal agent for the grant including arrangement of payment to vendors, preparation, submission of fiscal and program reports for the grantor, and audit and track grant funds and equipment; and

WHEREAS, the District shall manage grant activities including, but not limited to, project and fiscal reports for the grantor, coordination with the Regional Partners throughout the grant term and coordination of the purchase of equipment in compliance with Federal procurement policies and requirements; and

WHEREAS, the \$70,000 SHSGP Grant shall be distributed as follows: \$20,000 to the District; \$20,000 to the City of Sacramento Fire Department; \$20,000 to the Sacramento Metropolitan Fire District; and \$10,000 to the City of Folsom Fire Department; and

WHEREAS, the District shall abide by the California Governor's Office of Emergency Services FY2018 Grant Assurances.

WHEREAS, the District shall complete all grant activities by December 31, 2020.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE COSUMNES COMMUNITY SERVICES DISTRICT DOES HERBY RESOLVE AS FOLLOWS:

Section 1. The Board of Directors accepts the State Homeland Security Grant Program 2018 award of \$70,000 to be allocated to the District and three (3) Regional Partners.

Section 2. The Board of Directors authorizes the General Manager to enter into the Subaward Agreement with the Sacramento Office of Emergency Services, appointing the District as a sub-recipient to the Sacramento Office of Emergency Services.

Section 3. The Board of Directors Authorizes the General Manager to enter a Memorandum of Understanding with each of the three (3) Regional Partners: City of Sacramento Fire Department, the Sacramento Metropolitan Fire District, and the City of Folsom Fire Department.

Section 4. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 5: Necessary Acts. The General Manager or designee is hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this resolution.

Section 6. Effective Date of Resolution. This Resolution shall take effect immediate upon its adoption.

PASSED AND ADOPTED by the Board of Directors of the Cosumnes Community Services District, this 2nd day of September 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Orlando Fuentes, President

ATTEST:

Joshua Green, Secretary

ATTACHMENT A

(MOUx3)

MEMORANDUM OF UNDERSTANDING

between

COSUMNES COMMUNITY SERVICES DISTRICT

and **CITY OF FOLSOM FIRE DEPARTMENT**

This Memorandum of Understanding (MOU) is entered into as of August 20, 2020, by and between the Cosumnes Community Services District (hereinafter "District") and City of Folsom Fire Department (hereinafter "Agency").

I. Definitions

Regional Partner – refers to the fire service department of Agency.

Equipment – refers to Community Emergency Response Team (CERT) program related equipment from the FEMA Authorized Equipment List (AEL), as allowed by the State Homeland Security Grant Program (SHSGP).

II. Purpose

The District and Agency accept and agree to abide by the terms and conditions of California Emergency Management Agency Grant #2018-0054 ("Grant") in the amount of Seventy Thousand Dollars (\$70,000) ("Grant Funds"), as set forth in the Subaward Agreement, dated August 20, 2020, entered into by and between the District and Sacramento County ("SHSGP Agreement"). All parties agree that the Grant Funds will be used to supplement, but not supplant, State or local funds for first responder preparedness.

The purpose of the State Homeland Security Grant Program (SHSGP) is to support the implementation of state Homeland Security Strategies to address the identified planning, organization, equipment, training, and exercise needs to prevent, protect against, mitigate, respond to, and recover from acts of terrorism and other catastrophic events. The Sacramento Office of Emergency Services, as a subgrantee of the California Office of Emergency Services, has determined that the District and its Regional Partner met the program's purpose and has granted funds to be used toward the purchase of the Equipment.

III. Responsibilities of the District

As the host and lead for the Grant, the District will:

- a. Oversee the grant implementation and coordinate with grantor.
- b. Act as the fiscal agent for the grant including:
 1. Arrange payment to vendor,
 2. Prepare and submit fiscal and program reports for grantor,
 3. Audit and track grant funds and deliverables
- c. Manage grant activities including, but not limited to, project and fiscal reports for grantor.
- d. Coordinate with the Regional Partner throughout the grant term.
- e. Coordinate procurement of the equipment.
- f. Procure the equipment in compliance with Federal procurement policies and requirements.
- g. Provide time and location for Regional Partner to accept the equipment.
- h. Abide by the California Governor's Office of Emergency Services FY2018 Grant Assurances.

MEMORANDUM OF UNDERSTANDING

between

COSUMNES COMMUNITY SERVICES DISTRICT

and **CITY OF FOLSOM FIRE DEPARTMENT**

IV. Responsibilities of Regional Partner

As Regional Partner, Agency will:

- a. Provide a detailed written quote, detailed written W9 information, and detailed written SAM.gov verification for the chosen vendor, all in PDF format to the District by September 17th, 2020.
- b. Provide two additional detailed written quotes from alternate vendors to allow the District to comply with agency purchasing guidelines.
- c. Provide inventory tracking, operational readiness and maintenance of its equipment and supply written verification on or before any established deadlines, and/or as requested by the District, in accordance with grant requirements.
- d. Provide the following assigned liaison(s):
 1. Project Lead: primary point of contact, responsible for coordinating equipment for own Agency.
 2. Fiscal Lead: contact responsible for accounting, fiscal reporting and payments (if applicable).
- e. Assume liability for loss, damaged, and/or destruction of its equipment and may be required to replace (at Agency's expense) such equipment.
- f. To the extent Regional Partner may be eligible to receive reimbursement of funds they must submit any requested documentation in a timely manner to the District fiscal contact.
- g. Promptly provide any additional documentation to the District as requested that may be necessary in connection with the grant.
- h. Promptly return any and all equipment that is received in error to the District Project Lead.
- i. Maintain a record log of equipment placement and provide copies on or before any established deadlines and/or as requested by the District, in accordance with grant requirements.
- j. Maintain all equipment and grant records, files, and supporting documentation in the event of an audit for three years after the official closeout as notified by Sacramento Office of Emergency Services.
- k. Abide by the California Governor's Office of Emergency Services FY2018 Grant Assurances, this Agreement and the SHSGP Agreement.
- l. Comply with all Federal, State and local laws regarding the purchase, use and retention of the Equipment.
- m. Receipt of the Equipment shall indicate Agency's unconditional acceptance of the condition of the Equipment in its AS IS, WHERE IS, SUBJECT TO ALL FAULTS CONDITION, WITHOUT WARRANTY AS TO QUALITY, CHARACTER, PERFORMANCE OR CONDITION and with full knowledge of the physical condition of the Equipment, all Laws applicable to the Equipment, and any and all conditions or restrictions on the Equipment.

V. Grant Funds

The Grant Funds are intended to be distributed as follows: \$20,000 to the District, \$20,000 to the City of Sacramento Fire Department, \$20,000 to the Sacramento Metropolitan Fire District, and \$10,000 to the City of Folsom Fire Department. Until such time as Regional Partner meets the conditions of the SHSGP Agreement and this MOU and/or in the event that Regional Partner fails

MEMORANDUM OF UNDERSTANDING

between

COSUMNES COMMUNITY SERVICES DISTRICT

and **CITY OF FOLSOM FIRE DEPARTMENT**

or refuses to meet the conditions of the SHSGP Agreement and this MOU, the Grant Funds shall remain the sole property of the District. If the cost of the Equipment is below Agency's allocated Grant Funds, all remaining Grant Funds shall remain with and be the sole property of the District. In the event the cost of the Equipment exceeds Agency's allocated Grant Funds, Agency shall be solely responsible for reimbursing the District for the full amount above the allocated Grant Funds.

VI. Duration of the MOU

- a. This MOU shall terminate when all obligations set forth in the SHSGP Agreement and this Agreement have been completed including receiving all required documentation from the Regional Partner prior to the closeout of the Grant.

Records are required to be maintained by all parties in the event of an audit for three years after the official closeout as notified by Sacramento Office of Emergency Services.

VII. Entire Agreement; Amendments

This MOU, including Exhibits, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this agreement. This MOU may only be amended by written agreement if approved in advance by all parties according to the grant terms and conditions.

VIII. Points of Contact

A list identifying each agency's Points of Contact shall be provided to and maintained by the District. Exhibit A indicates the initial points of contacts for each Regional Partner.

IX. Budget and Equipment Allocation

The budget for the equipment is based upon this signed agreement and is attached as Exhibit B.

X. No Joint Venture

This MOU shall not create between the Agencies a joint venture, partnership, or any other relationship of association.

XI. No Grant of Agency

Except as the Agencies may specify in writing, no Agency shall have authority, expressed or implied, to act on behalf of the other Agencies in any capacity whatsoever as an agent. No Agency shall have any authority, express or implied, pursuant to this MOU, to bind the other Agency to any obligation whatsoever.

In the event that Agency is in violation or breaches any of the terms and conditions set forth in the SHSGP Agreement or this MOU, Agency shall be solely responsible for such remedies or

MEMORANDUM OF UNDERSTANDING

between

COSUMNES COMMUNITY SERVICES DISTRICT

and **CITY OF FOLSOM FIRE DEPARTMENT**

consequences as are set forth in the SHSGP Agreement including, without limitation, the return of any Equipment or Grant Funds and/or any related costs or expenses. Throughout its useful life the Equipment shall be used by Agency only for the authorized purposes set forth in the SHSGP Agreement.

XII. Independent Contractor

In any performance under this MOU, each of the parties' employees shall act as independent contractors in relation to the other parties and its employees. Nothing herein shall be construed as or deemed to create the relationship of employer/employee or principal/agent between the parties. Each party shall assume responsibility for all personnel costs for its respective employees, including salaries, fringe benefits, overtime, workers' compensation insurance coverage, and federal and state income tax withholding, including, but not limited to, the Federal Income Tax (FIT), State Income Tax (SIT), Federal Insurance Contributions Act (FICA), State Unemployment Insurance (SUI), and State Disability Insurance (SDI), and any other deductions from income that such party is required to make.

XIII. Indemnity

Each party hereto (hereafter "INDEMNIFYING PARTY") shall indemnify, defend and hold harmless the other parties, and their respective officers, agents and employees, from and against any and all losses, costs, damages, expenses, claims, suits, demands, or liability of any kind or character, including but not limited to reasonable attorney fees, to the extent arising from any negligent, reckless or intentional act or omission of the INDEMNIFYING PARTY, its officers, agents or employees, which occurs in the performance of, or otherwise in connection with this MOU.

It is the intention of the parties that where fault is determined to have been contributory, principles of comparative fault will be followed and each party shall bear the proportionate cost of any damage attributable to the fault of that party, its officers, directors, agents, employees, subcontractors, and volunteers.

The indemnity provisions of this MOU shall survive the termination of this MOU.

XIV. Insurance or Self-Insurance

Each Agency, at its sole cost and expense, shall carry insurance, or self-insure, its activities in connection with this MOU, and obtain, keep in force and maintain, insurance or equivalent programs of self-insurance, for general liability, professional liability, workers compensation, and business automobile liability adequate to cover its potential liabilities hereunder. Each Agency 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 coverage.

MEMORANDUM OF UNDERSTANDING

between

COSUMNES COMMUNITY SERVICES DISTRICT

and **CITY OF FOLSOM FIRE DEPARTMENT**

XV. Authority to Enter into MOU

The persons executing this MOU on behalf of their respective entities hereby represent and warrant that they have the right, power, legal capacity, and appropriate authority to enter into this MOU on behalf of the entity for which they sign. Notwithstanding any provision to the contrary, this MOU shall not be effective until approved by Resolution by each Agency's governing body.

Cosumnes Community Services District

City of Folsom Fire Department

_____ Date

_____ Date

_____ Title

_____ Title

MEMORANDUM OF UNDERSTANDING

between

COSUMNES COMMUNITY SERVICES DISTRICT

and **CITY OF FOLSOM FIRE DEPARTMENT**

EXHIBIT A POINTS OF CONTACT

REGIONAL PARTNER	LEAD POSITIONS	NAME	CONTACT NO.	EMAIL
COSUMNES COMMUNITY SERVICES DISTRICT	<i>Project Lead</i>	DAN QUIGGLE	916-917-9281	DANQUIGGLE@CSDFIRE.COM
	<i>Fiscal</i>	PAM DAWSON	916-405-7100	PAMDAWSON@CSDFIRE.COM
	<i>Documentation</i>	PAM DAWSON	916-405-7100	PAMDAWSON@CSDFIRE.COM
SACRAMENTO FIRE DEPARTMENT	<i>Project Lead</i>			
	<i>Fiscal</i>			
	<i>Documentation</i>			
SACRAMENTO METROPOLITAN FIRE DISTRICT	<i>Project Lead</i>			
	<i>Fiscal</i>			
	<i>Documentation</i>			
FOLSOM FIRE DEPARTMENT	<i>Project Lead</i>			
	<i>Fiscal</i>			
	<i>Documentation</i>			

MEMORANDUM OF UNDERSTANDING

between

COSUMNES COMMUNITY SERVICES DISTRICT

and **CITY OF FOLSOM FIRE DEPARTMENT**

EXHIBIT B

BUDGET FOR ALLOCATION OF CERT EQUIPMENT

REGIONAL PARTNER	\$ EA QUANTITY	DESCRIPTION	TOTAL	SHSGP SHARE	COST MATCH
COSUMNES COMMUNITY SERVICES DISTRICT	1	<i>Equipment</i>	\$20,000	\$20,000	\$0
		TOTAL	\$20,000		
SACRAMENTO FIRE DEPARTMENT	1	<i>Equipment</i>	\$20,000	\$20,000	\$0
		TOTAL	\$20,000		
SACRAMENTO METROPOLITAN FIRE DISTRICT		<i>Equipment</i>	\$20,000	\$20,000	\$0
		TOTAL	\$20,000		
FOLSOM FIRE DEPARTMENT	1	<i>Equipment</i>	\$10,000	\$10,000	\$0
		TOTAL	\$10,000		

Grant Award - \$ 70,000 \$0

Total Approved Project Costs - \$70,000

MEMORANDUM OF UNDERSTANDING

between

COSUMNES COMMUNITY SERVICES DISTRICT

and – **CITY OF SACRAMENTO FIRE DEPARTMENT**

This Memorandum of Understanding (MOU) is entered into as of August 20, 2020, by and between the Cosumnes Community Services District (hereinafter “District”) and City of Sacramento Fire Department (hereinafter “Agency”).

I. Definitions

Regional Partner – refers to the fire service department of Agency.

Equipment – refers to Community Emergency Response Team (CERT) program related equipment from the FEMA Authorized Equipment List (AEL), as allowed by the State Homeland Security Grant Program (SHSGP).

II. Purpose

The District and Agency accept and agree to abide by the terms and conditions of California Emergency Management Agency Grant #2018-0054 (“Grant”) in the amount of Seventy Thousand Dollars (\$70,000) (“Grant Funds”), as set forth in the Subaward Agreement, dated August 20, 2020, entered into by and between the District and Sacramento County (“SHSGP Agreement”). All parties agree that the Grant Funds will be used to supplement, but not supplant, State or local funds for first responder preparedness.

The purpose of the State Homeland Security Grant Program (SHSGP) is to support the implementation of state Homeland Security Strategies to address the identified planning, organization, equipment, training, and exercise needs to prevent, protect against, mitigate, respond to, and recover from acts of terrorism and other catastrophic events. The Sacramento Office of Emergency Services, as a subgrantee of the California Office of Emergency Services, has determined that the District and its Regional Partner met the program’s purpose and has granted funds to be used toward the purchase of the Equipment.

III. Responsibilities of the District

As the host and lead for the Grant, the District will:

- a. Oversee the grant implementation and coordinate with grantor.
- b. Act as the fiscal agent for the grant including:
 1. Arrange payment to vendor,
 2. Prepare and submit fiscal and program reports for grantor,
 3. Audit and track grant funds and deliverables
- c. Manage grant activities including, but not limited to, project and fiscal reports for grantor.
- d. Coordinate with the Regional Partner throughout the grant term.
- e. Coordinate procurement of the equipment.
- f. Procure the equipment in compliance with Federal procurement policies and requirements.
- g. Provide time and location for Regional Partner to accept the equipment.
- h. Abide by the California Governor’s Office of Emergency Services FY2018 Grant Assurances.

MEMORANDUM OF UNDERSTANDING

between

COSUMNES COMMUNITY SERVICES DISTRICT

and – CITY OF SACRAMENTO FIRE DEPARTMENT

IV. Responsibilities of Regional Partner

As Regional Partner, Agency will:

- a. Provide a detailed written quote, detailed written W9 information, and detailed written SAM.gov verification for the chosen vendor, all in PDF format to the District by September 17th, 2020.
- b. Provide two additional detailed written quotes from alternate vendors to allow the District to comply with agency purchasing guidelines.
- c. Provide inventory tracking, operational readiness and maintenance of its equipment and supply written verification on or before any established deadlines, and/or as requested by the District, in accordance with grant requirements.
- d. Provide the following assigned liaison(s):
 1. Project Lead: primary point of contact, responsible for coordinating equipment for own Agency.
 2. Fiscal Lead: contact responsible for accounting, fiscal reporting and payments (if applicable).
- e. Assume liability for loss, damaged, and/or destruction of its equipment and may be required to replace (at Agency's expense) such equipment.
- f. To the extent Regional Partner may be eligible to receive reimbursement of funds they must submit any requested documentation in a timely manner to the District fiscal contact.
- g. Promptly provide any additional documentation to the District as requested that may be necessary in connection with the grant.
- h. Promptly return any and all equipment that is received in error to the District Project Lead.
- i. Maintain a record log of equipment placement and provide copies on or before any established deadlines and/or as requested by the District, in accordance with grant requirements.
- j. Maintain all equipment and grant records, files, and supporting documentation in the event of an audit for three years after the official closeout as notified by Sacramento Office of Emergency Services.
- k. Abide by the California Governor's Office of Emergency Services FY2018 Grant Assurances, this Agreement and the SHSGP Agreement.
- l. Comply with all Federal, State and local laws regarding the purchase, use and retention of the Equipment.
- m. Receipt of the Equipment shall indicate Agency's unconditional acceptance of the condition of the Equipment in its AS IS, WHERE IS, SUBJECT TO ALL FAULTS CONDITION, WITHOUT WARRANTY AS TO QUALITY, CHARACTER, PERFORMANCE OR CONDITION and with full knowledge of the physical condition of the Equipment, all Laws applicable to the Equipment, and any and all conditions or restrictions on the Equipment.

V. Grant Funds

The Grant Funds are intended to be distributed as follows: \$20,000 to the District, \$20,000 to the City of Sacramento Fire Department, \$20,000 to the Sacramento Metropolitan Fire District, and \$10,000 to the City of Folsom Fire Department. Until such time as Regional Partner meets the conditions of the SHSGP Agreement and this MOU and/or in the event that Regional Partner fails

MEMORANDUM OF UNDERSTANDING

between

COSUMNES COMMUNITY SERVICES DISTRICT

and – **CITY OF SACRAMENTO FIRE DEPARTMENT**

or refuses to meet the conditions of the SHSGP Agreement and this MOU, the Grant Funds shall remain the sole property of the District. If the cost of the Equipment is below Agency's allocated Grant Funds, all remaining Grant Funds shall remain with and be the sole property of the District. In the event the cost of the Equipment exceeds Agency's allocated Grant Funds, Agency shall be solely responsible for reimbursing the District for the full amount above the allocated Grant Funds.

VI. Duration of the MOU

- a. This MOU shall terminate when all obligations set forth in the SHSGP Agreement and this Agreement have been completed including receiving all required documentation from the Regional Partner prior to the closeout of the Grant.

Records are required to be maintained by all parties in the event of an audit for three years after the official closeout as notified by Sacramento Office of Emergency Services.

VII. Entire Agreement; Amendments

This MOU, including Exhibits, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this agreement. This MOU may only be amended by written agreement if approved in advance by all parties according to the grant terms and conditions.

VIII. Points of Contact

A list identifying each agency's Points of Contact shall be provided to and maintained by the District. Exhibit A indicates the initial points of contacts for each Regional Partner.

IX. Budget and Equipment Allocation

The budget for the equipment is based upon this signed agreement and is attached as Exhibit B.

X. No Joint Venture

This MOU shall not create between the Agencies a joint venture, partnership, or any other relationship of association.

XI. No Grant of Agency

Except as the Agencies may specify in writing, no Agency shall have authority, expressed or implied, to act on behalf of the other Agencies in any capacity whatsoever as an agent. No Agency shall have any authority, express or implied, pursuant to this MOU, to bind the other Agency to any obligation whatsoever.

In the event that Agency is in violation or breaches any of the terms and conditions set forth in the SHSGP Agreement or this MOU, Agency shall be solely responsible for such remedies or

MEMORANDUM OF UNDERSTANDING

between

COSUMNES COMMUNITY SERVICES DISTRICT

and – **CITY OF SACRAMENTO FIRE DEPARTMENT**

consequences as are set forth in the SHSGP Agreement including, without limitation, the return of any Equipment or Grant Funds and/or any related costs or expenses. Throughout its useful life the Equipment shall be used by Agency only for the authorized purposes set forth in the SHSGP Agreement.

XII. Independent Contractor

In any performance under this MOU, each of the parties' employees shall act as independent contractors in relation to the other parties and its employees. Nothing herein shall be construed as or deemed to create the relationship of employer/employee or principal/agent between the parties. Each party shall assume responsibility for all personnel costs for its respective employees, including salaries, fringe benefits, overtime, workers' compensation insurance coverage, and federal and state income tax withholding, including, but not limited to, the Federal Income Tax (FIT), State Income Tax (SIT), Federal Insurance Contributions Act (FICA), State Unemployment Insurance (SUI), and State Disability Insurance (SDI), and any other deductions from income that such party is required to make.

XIII. Indemnity

Each party hereto (hereafter "INDEMNIFYING PARTY") shall indemnify, defend and hold harmless the other parties, and their respective officers, agents and employees, from and against any and all losses, costs, damages, expenses, claims, suits, demands, or liability of any kind or character, including but not limited to reasonable attorney fees, to the extent arising from any negligent, reckless or intentional act or omission of the INDEMNIFYING PARTY, its officers, agents or employees, which occurs in the performance of, or otherwise in connection with this MOU.

It is the intention of the parties that where fault is determined to have been contributory, principles of comparative fault will be followed and each party shall bear the proportionate cost of any damage attributable to the fault of that party, its officers, directors, agents, employees, subcontractors, and volunteers.

The indemnity provisions of this MOU shall survive the termination of this MOU.

XIV. Insurance or Self-Insurance

Each Agency, at its sole cost and expense, shall carry insurance, or self-insure, its activities in connection with this MOU, and obtain, keep in force and maintain, insurance or equivalent programs of self-insurance, for general liability, professional liability, workers compensation, and business automobile liability adequate to cover its potential liabilities hereunder. Each Agency 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 coverage.

MEMORANDUM OF UNDERSTANDING

between

COSUMNES COMMUNITY SERVICES DISTRICT

and – **CITY OF SACRAMENTO FIRE DEPARTMENT**

XV. Authority to Enter into MOU

The persons executing this MOU on behalf of their respective entities hereby represent and warrant that they have the right, power, legal capacity, and appropriate authority to enter into this MOU on behalf of the entity for which they sign. Notwithstanding any provision to the contrary, this MOU shall not be effective until approved by Resolution by each Agency's governing body.

Cosumnes Community Services District

City of Sacramento Fire Department

_____ Date

_____ Date

_____ Title

_____ Title

MEMORANDUM OF UNDERSTANDING

between

COSUMNES COMMUNITY SERVICES DISTRICT

and – **CITY OF SACRAMENTO FIRE DEPARTMENT**

**EXHIBIT A
POINTS OF CONTACT**

REGIONAL PARTNER	LEAD POSITIONS	NAME	CONTACT NO.	EMAIL
COSUMNES COMMUNITY SERVICES DISTRICT	<i>Project Lead</i>	DAN QUIGGLE	916-917-9281	DANQUIGGLE@CSDFIRE.COM
	<i>Fiscal</i>	PAM DAWSON	916-405-7100	PAMDAWSON@CSDFIRE.COM
	<i>Documentation</i>	PAM DAWSON	916-405-7100	PAMDAWSON@CSDFIRE.COM
SACRAMENTO FIRE DEPARTMENT	<i>Project Lead</i>			
	<i>Fiscal</i>			
	<i>Documentation</i>			
SACRAMENTO METROPOLITAN FIRE DISTRICT	<i>Project Lead</i>			
	<i>Fiscal</i>			
	<i>Documentation</i>			
FOLSOM FIRE DEPARTMENT	<i>Project Lead</i>			
	<i>Fiscal</i>			
	<i>Documentation</i>			

MEMORANDUM OF UNDERSTANDING

between

COSUMNES COMMUNITY SERVICES DISTRICT

and – CITY OF SACRAMENTO FIRE DEPARTMENT

EXHIBIT B

BUDGET FOR ALLOCATION OF CERT EQUIPMENT

REGIONAL PARTNER	\$ EA QUANTITY	DESCRIPTION	TOTAL	SHSGP SHARE	COST MATCH
COSUMNES COMMUNITY SERVICES DISTRICT	1	<i>Equipment</i>	\$20,000	\$20,000	\$0
		TOTAL	\$20,000		
SACRAMENTO FIRE DEPARTMENT	1	<i>Equipment</i>	\$20,000	\$20,000	\$0
		TOTAL	\$20,000		
SACRAMENTO METROPOLITAN FIRE DISTRICT		<i>Equipment</i>	\$20,000	\$20,000	\$0
		TOTAL	\$20,000		
FOLSOM FIRE DEPARTMENT	1	<i>Equipment</i>	\$10,000	\$10,000	\$0
		TOTAL	\$10,000		

Grant Award - \$ 70,000 \$0

Total Approved Project Costs - \$70,000

MEMORANDUM OF UNDERSTANDING

between

COSUMNES COMMUNITY SERVICES DISTRICT

and – **CITY OF SACRAMENTO FIRE DEPARTMENT**

MEMORANDUM OF UNDERSTANDING

between

COSUMNES COMMUNITY SERVICES DISTRICT

and – SACRAMENTO METROPOLITAN FIRE DISTRICT

This Memorandum of Understanding (MOU) is entered into as of August 20, 2020, by and between the Cosumnes Community Services District (hereinafter “District”) and Sacramento Metropolitan Fire District (hereinafter “Agency”).

I. Definitions

Regional Partner – refers to the fire service department of Agency.

Equipment – refers to Community Emergency Response Team (CERT) program related equipment from the FEMA Authorized Equipment List (AEL), as allowed by the State Homeland Security Grant Program (SHSGP).

II. Purpose

The District and Agency accept and agree to abide by the terms and conditions of California Emergency Management Agency Grant #2018-0054 (“Grant”) in the amount of Seventy Thousand Dollars (\$70,000) (“Grant Funds”), as set forth in the Subaward Agreement, dated August 20, 2020, entered into by and between the District and Sacramento County (“SHSGP Agreement”). All parties agree that the Grant Funds will be used to supplement, but not supplant, State or local funds for first responder preparedness.

The purpose of the State Homeland Security Grant Program (SHSGP) is to support the implementation of state Homeland Security Strategies to address the identified planning, organization, equipment, training, and exercise needs to prevent, protect against, mitigate, respond to, and recover from acts of terrorism and other catastrophic events. The Sacramento Office of Emergency Services, as a subgrantee of the California Office of Emergency Services, has determined that the District and its Regional Partner met the program’s purpose and has granted funds to be used toward the purchase of the Equipment.

III. Responsibilities of the District

As the host and lead for the Grant, the District will:

- a. Oversee the grant implementation and coordinate with grantor.
- b. Act as the fiscal agent for the grant including:
 1. Arrange payment to vendor,
 2. Prepare and submit fiscal and program reports for grantor,
 3. Audit and track grant funds and deliverables
- c. Manage grant activities including, but not limited to, project and fiscal reports for grantor.
- d. Coordinate with the Regional Partner throughout the grant term.
- e. Coordinate procurement of the equipment.
- f. Procure the equipment in compliance with Federal procurement policies and requirements.
- g. Provide time and location for Regional Partner to accept the equipment.
- h. Abide by the California Governor’s Office of Emergency Services FY2018 Grant Assurances.

MEMORANDUM OF UNDERSTANDING

between

COSUMNES COMMUNITY SERVICES DISTRICT

and – SACRAMENTO METROPOLITAN FIRE DISTRICT

IV. Responsibilities of Regional Partner

As Regional Partner, Agency will:

- a. Provide a detailed written quote, detailed written W9 information, and detailed written SAM.gov verification for the chosen vendor, all in PDF format to the District by September 17th, 2020.
- b. Provide two additional detailed written quotes from alternate vendors to allow the District to comply with agency purchasing guidelines.
- c. Provide inventory tracking, operational readiness and maintenance of its equipment and supply written verification on or before any established deadlines, and/or as requested by the District, in accordance with grant requirements.
- d. Provide the following assigned liaison(s):
 1. Project Lead: primary point of contact, responsible for coordinating equipment for own Agency.
 2. Fiscal Lead: contact responsible for accounting, fiscal reporting and payments (if applicable).
- e. Assume liability for loss, damaged, and/or destruction of its equipment and may be required to replace (at Agency's expense) such equipment.
- f. To the extent Regional Partner may be eligible to receive reimbursement of funds they must submit any requested documentation in a timely manner to the District fiscal contact.
- g. Promptly provide any additional documentation to the District as requested that may be necessary in connection with the grant.
- h. Promptly return any and all equipment that is received in error to the District Project Lead.
- i. Maintain a record log of equipment placement and provide copies on or before any established deadlines and/or as requested by the District, in accordance with grant requirements.
- j. Maintain all equipment and grant records, files, and supporting documentation in the event of an audit for three years after the official closeout as notified by Sacramento Office of Emergency Services.
- k. Abide by the California Governor's Office of Emergency Services FY2018 Grant Assurances, this Agreement and the SHSGP Agreement.
- l. Comply with all Federal, State and local laws regarding the purchase, use and retention of the Equipment.
- m. Receipt of the Equipment shall indicate Agency's unconditional acceptance of the condition of the Equipment in its AS IS, WHERE IS, SUBJECT TO ALL FAULTS CONDITION, WITHOUT WARRANTY AS TO QUALITY, CHARACTER, PERFORMANCE OR CONDITION and with full knowledge of the physical condition of the Equipment, all Laws applicable to the Equipment, and any and all conditions or restrictions on the Equipment.

V. Grant Funds

The Grant Funds are intended to be distributed as follows: \$20,000 to the District, \$20,000 to the City of Sacramento Fire Department, \$20,000 to the Sacramento Metropolitan Fire District, and \$10,000 to the City of Folsom Fire Department. Until such time as Regional Partner meets the conditions of the SHSGP Agreement and this MOU and/or in the event that Regional Partner fails

MEMORANDUM OF UNDERSTANDING

between

COSUMNES COMMUNITY SERVICES DISTRICT

and – SACRAMENTO METROPOLITAN FIRE DISTRICT

or refuses to meet the conditions of the SHSGP Agreement and this MOU, the Grant Funds shall remain the sole property of the District. If the cost of the Equipment is below Agency's allocated Grant Funds, all remaining Grant Funds shall remain with and be the sole property of the District. In the event the cost of the Equipment exceeds Agency's allocated Grant Funds, Agency shall be solely responsible for reimbursing the District for the full amount above the allocated Grant Funds.

VI. Duration of the MOU

- a. This MOU shall terminate when all obligations set forth in the SHSGP Agreement and this Agreement have been completed including receiving all required documentation from the Regional Partner prior to the closeout of the Grant.

Records are required to be maintained by all parties in the event of an audit for three years after the official closeout as notified by Sacramento Office of Emergency Services.

VII. Entire Agreement; Amendments

This MOU, including Exhibits, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this agreement. This MOU may only be amended by written agreement if approved in advance by all parties according to the grant terms and conditions.

VIII. Points of Contact

A list identifying each agency's Points of Contact shall be provided to and maintained by the District. Exhibit A indicates the initial points of contacts for each Regional Partner.

IX. Budget and Equipment Allocation

The budget for the equipment is based upon this signed agreement and is attached as Exhibit B.

X. No Joint Venture

This MOU shall not create between the Agencies a joint venture, partnership, or any other relationship of association.

XI. No Grant of Agency

Except as the Agencies may specify in writing, no Agency shall have authority, expressed or implied, to act on behalf of the other Agencies in any capacity whatsoever as an agent. No Agency shall have any authority, express or implied, pursuant to this MOU, to bind the other Agency to any obligation whatsoever.

In the event that Agency is in violation or breaches any of the terms and conditions set forth in the SHSGP Agreement or this MOU, Agency shall be solely responsible for such remedies or

MEMORANDUM OF UNDERSTANDING

between

COSUMNES COMMUNITY SERVICES DISTRICT

and – SACRAMENTO METROPOLITAN FIRE DISTRICT

consequences as are set forth in the SHSGP Agreement including, without limitation, the return of any Equipment or Grant Funds and/or any related costs or expenses. Throughout its useful life the Equipment shall be used by Agency only for the authorized purposes set forth in the SHSGP Agreement.

XII. Independent Contractor

In any performance under this MOU, each of the parties' employees shall act as independent contractors in relation to the other parties and its employees. Nothing herein shall be construed as or deemed to create the relationship of employer/employee or principal/agent between the parties. Each party shall assume responsibility for all personnel costs for its respective employees, including salaries, fringe benefits, overtime, workers' compensation insurance coverage, and federal and state income tax withholding, including, but not limited to, the Federal Income Tax (FIT), State Income Tax (SIT), Federal Insurance Contributions Act (FICA), State Unemployment Insurance (SUI), and State Disability Insurance (SDI), and any other deductions from income that such party is required to make.

XIII. Indemnity

Each party hereto (hereafter "INDEMNIFYING PARTY") shall indemnify, defend and hold harmless the other parties, and their respective officers, agents and employees, from and against any and all losses, costs, damages, expenses, claims, suits, demands, or liability of any kind or character, including but not limited to reasonable attorney fees, to the extent arising from any negligent, reckless or intentional act or omission of the INDEMNIFYING PARTY, its officers, agents or employees, which occurs in the performance of, or otherwise in connection with this MOU.

It is the intention of the parties that where fault is determined to have been contributory, principles of comparative fault will be followed and each party shall bear the proportionate cost of any damage attributable to the fault of that party, its officers, directors, agents, employees, subcontractors, and volunteers.

The indemnity provisions of this MOU shall survive the termination of this MOU.

XIV. Insurance or Self-Insurance

Each Agency, at its sole cost and expense, shall carry insurance, or self-insure, its activities in connection with this MOU, and obtain, keep in force and maintain, insurance or equivalent programs of self-insurance, for general liability, professional liability, workers compensation, and business automobile liability adequate to cover its potential liabilities hereunder. Each Agency 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 coverage.

MEMORANDUM OF UNDERSTANDING

between

COSUMNES COMMUNITY SERVICES DISTRICT

and – **SACRAMENTO METROPOLITAN FIRE DISTRICT**

XV. Authority to Enter into MOU

The persons executing this MOU on behalf of their respective entities hereby represent and warrant that they have the right, power, legal capacity, and appropriate authority to enter into this MOU on behalf of the entity for which they sign. Notwithstanding any provision to the contrary, this MOU shall not be effective until approved by Resolution by each Agency's governing body.

Cosumnes Community Services District

Sacramento Metropolitan Fire District

_____ Date

_____ Date

_____ Title

_____ Title

MEMORANDUM OF UNDERSTANDING

between

COSUMNES COMMUNITY SERVICES DISTRICT

and – **SACRAMENTO METROPOLITAN FIRE DISTRICT**

EXHIBIT A POINTS OF CONTACT

REGIONAL PARTNER	LEAD POSITIONS	NAME	CONTACT NO.	EMAIL
COSUMNES COMMUNITY SERVICES DISTRICT	<i>Project Lead</i>	DAN QUIGGLE	916-917-9281	DANQUIGGLE@CSDFIRE.COM
	<i>Fiscal</i>	PAM DAWSON	916-405-7100	PAMDAWSON@CSDFIRE.COM
	<i>Documentation</i>	PAM DAWSON	916-405-7100	PAMDAWSON@CSDFIRE.COM
SACRAMENTO FIRE DEPARTMENT	<i>Project Lead</i>			
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	<i>Documentation</i>			
SACRAMENTO METROPOLITAN FIRE DISTRICT	<i>Project Lead</i>			
	<i>Fiscal</i>			
	<i>Documentation</i>			
FOLSOM FIRE DEPARTMENT	<i>Project Lead</i>			
	<i>Fiscal</i>			
	<i>Documentation</i>			

MEMORANDUM OF UNDERSTANDING

between

COSUMNES COMMUNITY SERVICES DISTRICT

and – **SACRAMENTO METROPOLITAN FIRE DISTRICT**

EXHIBIT B

BUDGET FOR ALLOCATION OF CERT EQUIPMENT

REGIONAL PARTNER	\$ EA QUANTITY	DESCRIPTION	TOTAL	SHSGP SHARE	COST MATCH
COSUMNES COMMUNITY SERVICES DISTRICT	1	<i>Equipment</i>	\$20,000	\$20,000	\$0
		TOTAL	\$20,000		
SACRAMENTO FIRE DEPARTMENT	1	<i>Equipment</i>	\$20,000	\$20,000	\$0
		TOTAL	\$20,000		
SACRAMENTO METROPOLITAN FIRE DISTRICT		<i>Equipment</i>	\$20,000	\$20,000	\$0
		TOTAL	\$20,000		
FOLSOM FIRE DEPARTMENT	1	<i>Equipment</i>	\$10,000	\$10,000	\$0
		TOTAL	\$10,000		

Grant Award - \$ 70,000 \$0

Total Approved Project Costs - \$70,000

ATTACHMENT B

(Subaward Agreement)

Subaward Agreement

This Subaward Agreement is made by and between the **COUNTY OF SACRAMENTO**, a political subdivision of the State of California, hereinafter referred to as "**COUNTY**" and **COSUMNES COMMUNITY SERVICES DISTRICT** hereinafter referred to as "**SUB-RECIPIENT**".

RECITALS

WHEREAS, COUNTY has been designated as the pass-through agent for the local administration of the State Homeland Security Grant Program (SHSGP) which consists of federally awarded funds from the Federal Emergency Management Agency (FEMA) through the California Governor's Office of Emergency Services (CalOES); and

WHEREAS, SUB-RECIPIENT has submitted an application to COUNTY for an award of a portion of the SHSGP that has been awarded to COUNTY; and

WHEREAS, COUNTY's Approval Authority has approved SUB-RECIPIENT's application for such grant funds conditioned on SUB-RECIPIENT's approval and execution of this Agreement; and

WHEREAS, the purpose of this Agreement is to memorialize SUB-RECIPIENT's legal obligations with respect to its use of the grant funds and its compliance with the terms and conditions of the SHSGP; and

WHEREAS, pursuant to Sacramento County Board of Supervisors Resolution# 2018-0766 dated November 6, 2018, which is attached hereto and incorporated herein as Exhibit D, the Chief of the Sacramento County Office of Emergency Services (SacOES) has been authorized to execute this Agreement on behalf of COUNTY; and

WHEREAS, COUNTY and SUB-RECIPIENT desire to enter into this Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, COUNTY and SUB-RECIPIENT agree as follows:

1. **SCOPE OF GRANT ACTIVITIES.** SUB-RECIPIENT shall expend the 2018 SHSGP (Grant Funds) awarded to it in the amount, type and manner described in Exhibit A (entitled Scope of Grant Activities), which is attached hereto and incorporated herein.

2. **SHSGP OBLIGATIONS.** SUB-RECIPIENT's obligations with respect to the Grant Funds awarded to it pursuant to this Agreement shall include, but are not limited to, compliance with the following specific requirements:

a. **Federal, State and Local Requirements.** SUB-RECIPIENT's use of the Grant Funds provided pursuant to this Agreement is subject to compliance with the laws and regulations of the United States. SUB-RECIPIENT further agrees to abide by all requirements, laws and regulations of the federal, state and local government, including but not limited to, those requirements set forth in Exhibit B (entitled "Homeland Security Grant Program 2018 Grant Assurances"), which is attached hereto and incorporated herein.

b. **Notification of Adverse Developments.** The SUB-RECIPIENT shall immediately notify the COUNTY of any developments that have a significant impact on the Grant Activities. Ninety (90) days notification to COUNTY shall be given in the case of problems, delays, modifications or adverse conditions, which materially impair the ability to meet the objectives of the Grant Activities. This notification shall include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.

c. **Standards for Financial Management Systems, Administration and Cost Principles.** The accounting system of all SUB-RECIPIENTS must ensure that agency funds are not commingled with funds from other Federal agencies. Each federal award must be accounted for separately. Sub-recipients are prohibited from commingling funds on either a program-by-program or project-by-project basis, including separate fiscal year(s). SUB-RECIPIENT's use of the grant funds shall be subject to all applicable Federal statutes, regulations, policies, guidelines and requirements, including but not limited to 2 CFR 200 subpart A-F, E.O. 12372 and the current Administrative Requirements, Cost Principles, Audit Requirements and those listed below. For purposes of this paragraph, the term "applicable" is determined by the organizational nature of the SUB-RECIPIENT (educational institution, nonprofit organization, state or local government).

- I. All provisions of 2 CFR 200 subpart A-F.
- II. Applicable Federal, State and Local laws including but not limited to those listed in grant assurances.
- III. Federal and State Supplemental Grant Guidance.
- IV. All sections of California Governor's Office of Emergency Services Grant Assurances.

d. Prior Approvals. All changes, including but not limited to the following, shall be requested 90 days in writing and in advance from the SUB-RECIPIENT and approved in writing by the COUNTY prior to any changes being authorized:

- I. Change of scope or objectives
- II. Extension of the Performance Period of the approved project, or of the over-all Grant.
- III. The need for additional Federal funding.
- IV. Inclusion of costs that require prior approval in accordance with all provisions of 2 CFR 200 subpart E and Appendix E to 45 CFR part 75, as applicable.
- V. The Subaward, transfer, or contracting out of any work under this award, unless described in the SUB-RECIPIENT's proposal and specifically approved and funded in the Grant Schedule. The SUB-RECIPIENT's request for approval shall include the following supporting data:
 - A. Basis for contractor selection;
 - B. Justification for lack of competition when competitive bids or offers are not obtained;
 - C. Basis for award cost or price, to include price or cost analysis performed by the COUNTY; and
 - D. Approval of the COUNTY.

e. Pre-award Costs. SUB-RECIPIENT may not incur pre-award costs prior to the effective date of the Performance Period as determined by CalOES. Any pre-award costs incurred by SUB-RECIPIENT shall be at SUB-RECIPIENT's risk. The incurring of pre-award costs by the SUB-RECIPIENT does not impose any obligation on the COUNTY.

f. Unexpended Allocation. SUB-RECIPIENT is not authorized to carry forward any unexpended allocation of Grant Funds. As soon as it is known any allocation of Grant Funds that will not be expended, SUB-RECIPIENT shall notify the COUNTY in writing and immediately return the unused allocation of Grant Funds to the COUNTY.

g. Audits, Monitoring and Access to Records. The SUB-RECIPIENT shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 U.S.C. 7501-7507) and revised in 2 CFR 200 subpart F. The Controller or Inspector General of the Department of Homeland Security, FEMA, CalOES and SacOES shall have direct access to sufficient records and information of the SUB-RECIPIENT, as may be determined at their discretion, to ensure full accountability for federal funds. Audit requirements shall be set forth as required in 2 CFR 200 subpart F. SUB-RECIPIENTS will be monitored by the County to ensure grant funds are expended according to the 2 CFR 200, FEMA and CalOES grant guidance's. Monitoring of grant funds is a requirement for the SHSGP program.

h. Procurement. SUB-RECIPIENT's systems for acquiring goods and services under this Agreement shall comply with applicable federal regulations. All contracts awarded by SUB-RECIPIENT, including, but not limited to, those in the amounts less than the simplified acquisition threshold, shall contain the provisions set forth in 2 CFR 200 subpart A-D, as applicable.

i. Sub-awards and Contracts/Subcontracts. The applicable 2 CFR 200 subpart E, Federal Cost Principles for sub-awards and contracts/subcontracts under this Agreement shall be those applicable to the type of organization receiving the sub-award, contract or subcontract.

j. Use of Grant Funds for Fee or Profit. The use of Federal funds provided by this Agreement for the SHSGP for the payment of any fee or profit under a sub-award, as defined in 2 CFR 200 subpart A-E, is not allowable. The term sub-award does not include the SUB-RECIPIENT's procurement of goods and services needed to carry out the grant activities.

k. Ownership of Work Product. All technical data, evaluations, plans, specifications, reports, documents, or other work products developed by SUB-RECIPIENT hereunder shall be the property of the federal government, State and COUNTY and shall be delivered to by SUB-RECIPIENT to COUNTY upon completion of the services authorized hereunder. SUB-RECIPIENT may retain copies thereof for its files and internal use. Publication of the information directly derived from work performed or data obtained in connection with

services rendered under this Agreement must first be approved in writing by COUNTY and State as applicable.

I. Property. Title to all nonexpendable and expendable tangible personal property purchased by the SUB-RECIPIENT with Grant Funds shall be deemed to have vested in the SUB-RECIPIENT upon purchase, unless stated otherwise in this Grant Schedule, in accordance with the provisions of 2 CRF 200 subpart A-D, without further obligation to the Government. Title to any federally owned property remains vested in the Federal Government. No real property may be acquired with SHSGP Grant Funds.

m. Reports. Reports shall be furnished by SUB-RECIPIENT as specified below:

I. Quarterly Status Report. This report form provided by COUNTY, is due 15 days after quarter end, shall keep the COUNTY informed of SUB-RECIPIENT activity and progress toward accomplishment of the objectives of the grant activities.

II. Updated Excel Workbook. This report document, provided by COUNTY, will be updated quarterly to include any activity on the project and any requested modifications. This report will not be required only if the project is completed and there is no activity with respect to the grant activities.

n. Electronic Reporting. Excel workbook shall be submitted electronically to the COUNTY. Reimbursement claims, documentation, and all other required forms must be sent electronically.

o. Post-Award Requirements. Closeout and continuing responsibilities, such as equipment tracking and records retention, shall be subject to the requirements in the 2 CFR 200 subpart D, FEMA NOFO and State Supplement requirements.

3. PAYMENTS.

a. There are no advance payments associated with the SHSGP. SHSGP utilizes the reimbursement payment method, under which reimbursement requests are made quarterly on a Reimbursement Request form that is submitted by the SUB-RECIPIENT. The reimbursement request form shall include all required back-up

documentation and shall be due by the 15th of any month following the end of a quarter (i.e., March 31, June 30, September 30, or December 31). The COUNTY shall review the Reimbursement Request form and, if approved, submit the request for reimbursement to CalOES on behalf of SUB-RECIPIENT. If the COUNTY identifies any deficiencies in the Reimbursement Request form, it shall identify the deficiencies to the SUB-RECIPIENT along with and what appropriate corrective action necessary in order to allow COUNTY to submit the request for reimbursement to CalOES. SUB-RECIPIENT shall be responsible for correcting all identified deficiencies in the submittal. Upon receipt of reimbursement funds from CalOES, COUNTY will process and submit a payment request to the County Department of Finance.

b. SUB-RECIPIENT understands and acknowledges that COUNTY does not control either the process for approving reimbursement requests submitted to CalOES or the decision that is made by CalOES with respect to the reimbursement request. Responsibility for processing, approving and making payment in connection with any reimbursement request submitted by SUB-RECIPIENT lies exclusively with CalOES and COUNTY shall have no financial liability to SUB-RECIPIENT for CalOES's failure to process, approve or make payment in connection with any such reimbursement request.

a. SUB-RECIPIENT shall assure that expenditures are proper and in accordance with the terms and conditions of the Federal award and approved project budgets. The annual and final fiscal reports or/and reimbursement requests under this agreement acknowledges that by signing this report, your agency signatory certifies to the best of their knowledge and belief the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award.

4. DEMANDS FOR REPAYMENT OF GRANT FUNDS. SUB-RECIPIENT understands and acknowledges that its failure to comply with the requirements of this Agreement, including but not limited to its failure to comply with the rules and regulations governing the use of SHSGP grant funds, may result in an audit of SUB-RECIPIENT's use of the Grant Funds, or SUB-RECIPIENT's compliance with the rules and regulations governing its use of Grant Funds, or both, by FEMA or CalOES. SUB-RECIPIENT further understands and acknowledges that the result of any such audit may be a demand by FEMA, CalOES and County that some or all of the Grant Funds be repaid. SUB-

RECIPIENT shall indemnify, defend, and hold harmless the COUNTY, its Board of Supervisors, officers, directors, agents, and employees from and against any and all claims, demands, actions, losses, liabilities, damages, and costs, including reasonable attorneys' fees, arising out of or resulting from a demand from FEMA or CalOES, or both, for repayment of some or all of the Grant Funds as a result of SUB-RECIPIENT's failure to comply with any term or condition of this Agreement.

5. TERM OF AGREEMENT. The term of this Agreement commences as of last date signed by signatories and shall terminate on **December 31, 2020**. SUB-RECIPIENT is authorized to commence the grant activities consistent within Exhibit A upon the issuance of a Notice of Award by COUNTY. SUB-RECIPIENT shall be required to complete all grant activities set forth in Exhibit A as of the termination date of this Agreement. This Agreement further prescribes milestones for project achievement as set forth in Exhibit A that will be used to assess timely performance of the approved grant activities and SUB-RECIPIENT shall be required to complete the grant activities consistent with the timeline for each such milestone, unless an extension of the relevant milestone is granted. Extensions of milestones must be requested in writing and approved by COUNTY 90 days prior to the milestone deadline.

6. NOTICE. Any notice, demand, request, consent, or approval that either party hereto may or is required to give the other pursuant to this Agreement shall be in writing and shall be either sent by email or mail to the addressed as follows:

TO COUNTY

Stephen Cantelme, Chief
Sacramento County
Office of Emergency Services
3720 Dudley Blvd., Rm. #122
McClellan, CA 95652

TO SUB-RECIPIENT

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

Either party may change the address to which subsequent notice and/or other communications can be sent by giving written notice designating a change of address to the other party, which shall be effective upon receipt.

7. TERMINATION AND ENFORCEMENT. This Agreement may be terminated by the COUNTY if SUB-RECIPIENT materially fails to comply with the terms and conditions of this Agreement. Such termination shall be effective upon service of written notice of termination on SUB-

RECIPIENT. If the SUB-RECIPIENT fails to materially comply with these terms and conditions, the COUNTY may impose, as an alternative to termination, appropriate special conditions or take the appropriate action as listed at 2 CFR 200 subpart D.

8. INDEMNIFICATION. In addition to the indemnification provided for in Section 4 hereof, SUB-RECIPIENT shall indemnify, defend, and hold harmless the COUNTY, its Board of Supervisors, officers, directors, agents, employees and volunteers from and against any and all claims, demands, actions, losses, liabilities, damages, and costs, including reasonable attorneys' fees, arising out of or resulting from the grant activities described in Exhibit A.

9. ENTIRE UNDERSTANDING. This Agreement represents the entire understanding of COUNTY and SUB-RECIPIENT as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may only be modified by amendment in writing signed by both Parties.

10. SUCCESSORS AND ASSIGNS. This Agreement is to be binding on the successors and assigns of the parties hereto. The services called for herein are deemed unique and SUB-RECIPIENT shall not assign, transfer or otherwise substitute its interest in this Agreement.

11. VALIDITY OF ALL PARTS OF THE AGREEMENT. Should any part of this Agreement be declared by a final decision by a court or tribunal of competent jurisdiction to be unconstitutional, invalid or beyond the authority of either party to enter into or carry out, such decision shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect, provided that the remainder of this Agreement can be interpreted to give effect to the intentions of the parties.

12. MULTIPLE COPIES OF THE AGREEMENT. This Agreement may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute a single document.

13. GOVERNING STATE LAWS. This Agreement and all matters relating to it shall be governed by the laws of the State of California.

14. WAIVERS IN PART. COUNTY's waiver of the performance of any

covenant, condition, obligation, representation, warranty or promise in this Agreement shall not invalidate this Agreement or be deemed a waiver of any other covenant, condition, obligation, representation, warranty or promise. COUNTY's waiver of the time for performing any act or condition hereunder does not constitute a waiver of the act or condition itself.

15. DISCRIMINATION PROHIBITED. There shall be no discrimination against any person on account of race, color, religion, creed, national origin, ancestry, gender, age, marital status, disability, or sexual orientation in the performance of this Agreement.

16. ADDITIONAL PROVISIONS. The additional provisions contained in Exhibits A, B, C, and D attached hereto are part of this Agreement and are incorporated herein by reference.

17. INTERPRETATION. This Agreement shall be deemed to have been prepared equally by both of the parties, and the Agreement and its individual provisions shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first written above.

COUNTY OF SACRAMENTO,
a political subdivision of the
State of California

**COSUMNES COMMUNITY
SERVICES DISTRICT**

By: _____
Stephen Cantelme, Chief of Sac OES

By: _____
Joshua Green, General Manager

Date: _____

Date: _____

By: _____
Krista Whitman, Assistant County Counsel

Date: _____

EXHIBIT A to Agreement
between the **COUNTY OF SACRAMENTO**,
hereinafter referred to as "**COUNTY**," and
COSUMNES COMMUNITY SERVICES DISTRICT,
hereinafter referred to as "**SUB-RECIPIENT**".

SCOPE OF 2018 SHSGP GRANT ACTIVITIES

I. Total Allocation: This project has been allocated from the 2018 Homeland Security Grant Program.

Project 014: Capital Area CERT Equipment in the amount of \$70,000. The Maximum Total Payment Amount under this Agreement is \$70,000 from the 2018 Homeland Security Grant.

II. Project Performance Period.

Performance period expires **12/31/2020**.

III. Milestones.

Request quotes and check vendors against sam.gov to ensure they are not suspended or debarred. Purchase equipment, pay invoice and inspect equipment upon delivery. Ensure that the equipment is delivered and paid by the 2018 SHSGP deadlines, such as the performance period for this grant 12/31/2020. At the end of the Performance period (December 31, 2020) this project will be 100% completed and the \$70,000 grant funds will be fully expended.

1. Milestones can be adjusted upon agreement of both parties without amendment to the contract.
2. Ninety (90) days' notice is required to request modification from the milestone end date.
3. Failure to meet milestones without prior extension agreement can result in termination and deobligation of funds.

IV. Scope of Project and Budget.

Capital Area CERT will purchase with the 2018 SHSGP funds: CERT equipment approved by Sac OES and Cal OES.

The accounting system of all SUB-RECIPIENTS must ensure that agency funds are not commingled with funds from other Federal agencies. Each federal award must be accounted for separately.

Total available allocation for this project is \$70,000.

EXHIBIT B to Agreement
between the **COUNTY OF SACRAMENTO**,
hereinafter referred to as "**COUNTY**," and
COSUMNES COMMUNITY SERVICES DISTRICT,
hereinafter referred to as "**SUB-RECIPIENT**".

Homeland Security Grant Program 2018 Grant Assurances



**Standard Assurances
For All Cal OES Federal Grant Programs**

As the duly authorized representative of the Applicant, I hereby certify that the Applicant has the legal authority to apply for federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay any non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application, within prescribed timelines.

I further acknowledge that the Applicant is responsible for reviewing and adhering to all requirements within the:

- (a) Applicable Federal Regulations (see below);
- (b) Federal Program Notice of Funding Opportunity (NOFO);
- (c) California Supplement to the NOFO; and
- (d) Federal and State Grant Program Guidelines.

Federal Regulations

Government cost principles, uniform administrative requirements, and audit requirements for federal grant programs are set forth in Title 2, Part 200 of the Code of Federal Regulations (C.F.R.). Updates are issued by the Office of Management and Budget (OMB) and can be found at <http://www.whitehouse.gov/omb/>.

Significant state and federal grant award requirements (some of which appear in the documents listed above) are set forth below. The Applicant hereby agrees to comply with the following:

1. Proof of Authority

The Applicant will obtain written authorization from the city council, governing board, or authorized body in support of this project. This written authorization must specify that the Applicant and the city council, governing board, or authorized body agree:

- (a) To provide all matching funds required for the grant project and that any cash match will be appropriated as required;
- (b) Any liability arising out of the performance of this agreement shall be the responsibility of the Applicant and the city council, governing board, or authorized body;
- (c) Grant funds shall not be used to supplant expenditures controlled by the city council, governing board, or authorized body, and
- (d) The official executing this agreement is, in fact, authorized to do so.

This Proof of Authority must be maintained on file and readily available upon request.

2. Period of Performance

The Applicant will initiate work after approval of the award and complete all work within the period of performance specified in the grant.

3. Lobbying and Political Activities

As required by Section 1352, Title 31 of the United States Code (U.S.C.), for persons entering into a contract, grant, loan, or cooperative agreement from an agency or requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan, the Applicant certifies that:

- (a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

The Applicant will also comply with provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and §§ 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

Finally, the Applicant agrees that federal funds will not be used, directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation or policy without the express written approval from the California Governor's Office of Emergency Services (Cal OES) or the federal awarding agency.

4. Debarment and Suspension

As required by Executive Orders 12549 and 12689, and 2 C.F.R. § 200.213 and codified in 2 C.F.R. Part 180, Debarment and Suspension, the Applicant will provide protection against waste, fraud, and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the federal government. The Applicant certifies that it and its principals, subgrantees, recipients or subrecipients:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transaction (federal, state, or local) terminated for cause or default.

Where the Applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

5. Non-Discrimination and Equal Employment Opportunity

The Applicant will comply with all federal statutes relating to non-discrimination. These include, but are not limited to, the following:

- (a) Title VI of the Civil Rights Act of 1964 (Public Law (P.L.) 88-352 and 42 U.S.C. § 2000d et. seq.) which prohibits discrimination on the basis of race, color, or national origin and requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services;
- (b) Title IX of the Education Amendments of 1972, (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex in any federally funded educational program or activity;
- (c) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794), which prohibits discrimination against those with disabilities or access and functional needs;
- (d) Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability and requires buildings and structures be accessible to those with disabilities and access and functional needs (42 U.S.C. §§ 12101-12213);
- (e) Age Discrimination Act of 1975, (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age;
- (f) Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd—2), relating to confidentiality of patient records regarding substance abuse treatment;
- (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), relating to nondiscrimination in the sale, rental or financing of housing as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)— be designed and constructed with certain accessible features (See 24 C.F.R. § 100.201);

- (h) Executive Order 11246, which prohibits federal contractors and federally assisted construction contractors and subcontractors, who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identification or national origin;
- (i) Executive Order 11375, which bans discrimination on the basis of race, color, religion, sex, sexual orientation, gender identification, or national origin in hiring and employment in both the United States federal workforce and on the part of government contractors;
- (j) California Public Contract Code § 10295.3, which prohibits discrimination based on domestic partnerships and those in same sex marriages;
- (k) DHS policy to ensure the equal treatment of faith-based organizations, under which all applicants and recipients must comply with equal treatment policies and requirements contained in 6 C.F.R. Part 19;
- (l) Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and
- (m) The requirements of any other nondiscrimination statute(s) which may apply to the application.

In addition to the items listed in (a) through (m), the Applicant will comply with California's Fair Employment and Housing Act (FEHA). FEHA prohibits harassment and discrimination in employment because of ancestry, familial status, race, color, religious creed (including religious dress and grooming practices), sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth or breastfeeding), gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, mental and physical disability, genetic information, medical condition, age, pregnancy, denial of medical and family care leave, or pregnancy disability leave (California Government Code §§12940, 12945, 12945.2), military and veteran status, and/or retaliation for protesting illegal discrimination related to one of these categories, or for reporting patient abuse in tax supported institutions.

6. Drug-Free Workplace

As required by the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), the Applicant certifies that it will maintain a drug-free workplace and a drug-free awareness program as outlined in the Act.

7. Environmental Standards

The Applicant will comply with state and federal environmental standards, which may be prescribed pursuant to the following, as applicable:

- (a) California Environmental Quality Act (CEQA) (California Public Resources Code §§ 21000- 21177), to include coordination with the city or county planning agency;
- (b) CEQA Guidelines (California Code of Regulations, Title 14, Division 6, Chapter 3, §§ 15000- 15387);
- (c) Federal Clean Water Act (CWA) (33 U.S.C. § 1251 et seq.), which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters;
- (d) Federal Clean Air Act of 1955 (42 U.S.C. § 7401) which regulates air emissions from stationary and mobile sources;

- (e) Institution of environmental quality control measures under the National Environmental Policy Act (NEPA) of 1969 (P.L. 91-190); the Council on Environmental Quality Regulations for Implementing the Procedural Provisions of NEPA; and Executive Order 12898 which focuses on the environmental and human health effects of federal actions on minority and low-income populations with the goal of achieving environmental protection for all communities;
- (f) Evaluation of flood hazards in floodplains in accordance with Executive Order 11988;
- (g) Executive Order 11514 which sets forth national environmental standards;
- (h) Executive Order 11738 instituted to assure that each federal agency empowered to enter into contracts for the procurement of goods, materials, or services and each federal agency empowered to extend federal assistance by way of grant, loan, or contract shall undertake such procurement and assistance activities in a manner that will result in effective enforcement of the Clean Air Act and the Federal Water Pollution Control Act Executive Order 11990 which requires preservation of wetlands;
- (i) The Safe Drinking Water Act of 1974, (P.L. 93-523);
- (j) The Endangered Species Act of 1973, (P.L. 93-205);
- (k) Assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.);
- (l) Conformity of Federal Actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.);
- (m) Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

The Applicant shall not be: 1) in violation of any order or resolution promulgated by the State Air Resources Board or an air pollution district; 2) subject to a cease and desist order pursuant to § 13301 of the California Water Code for violation of waste discharge requirements or discharge prohibitions; or 3) determined to be in violation of federal law relating to air or water pollution.

8. Audits

For subrecipients expending \$750,000 or more in federal grant funds annually, the Applicant will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and Title 2 of the Code of Federal Regulations, Part 200, Subpart F Audit Requirements.

9. Access to Records

In accordance with 2 C.F.R. § 200.336, the Applicant will give the awarding agency, the Comptroller General of the United States and, if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award. The Applicant will require any subrecipients, contractors, successors, transferees and assignees to acknowledge and agree to comply with this provision.

10. Conflict of Interest

The Applicant will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

11. Financial Management

False Claims for Payment

The Applicant will comply with 31 U.S.C §§ 3729-3733 which sets forth that no subgrantee, recipient, or subrecipient shall submit a false claim for payment, reimbursement or advance.

12. Reporting - Accountability

The Applicant agrees to comply with applicable provisions of the Federal Funding Accountability and Transparency Act (FFATA) (P.L. 109-282), specifically (a) the reporting of subawards obligating \$25,000 or more in federal funds and (b) executive compensation data for first-tier subawards. This includes the provisions of FFATA, which includes requirements for executive compensation, and also requirements implementing the Act for the non-federal entity at 2 C.F.R. Part 25 Financial Assistance Use of Universal Identifier and Central Contractor Registration and 2 C.F.R. Part 170 Reporting Subaward and Executive Compensation Information.

13. Whistleblower Protections

The Applicant also must comply with statutory requirements for whistleblower protections at 10 U.S.C. § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. § 4304 and § 4310.

14. Human Trafficking

The Applicant will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104) which prohibits grant award recipients or a subrecipient from: (1) engaging in trafficking in persons during the period of time that the award is in effect; (2) procuring a commercial sex act during the period of time that the award is in effect; or (3) using forced labor in the performance of the award or subawards under the award.

15. Labor Standards

The Applicant will comply with the following federal labor standards:

- (a) The Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), as applicable, and the Copeland Act (40 U.S.C. § 3145 and 18 U.S.C. § 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally-assisted construction contracts or subcontracts, and
- (b) The Federal Fair Labor Standards Act (29 U.S.C. § 201 et al.) as they apply to employees of institutes of higher learning (IHE), hospitals and other non-profit organizations.

16. Worker's Compensation

The Applicant must comply with provisions which require every employer to be insured to protect workers who may be injured on the job at all times during the performance of the work of this Agreement, as per the workers compensation laws set forth in California Labor Code §§ 3700 et seq.

17. Property-Related

If applicable to the type of project funded by this federal award, the Applicant will:

- (a) Comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchase;
- (b) Comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires subrecipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more;
- (c) Assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), Executive Order 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §469a-1 et seq.); and
- (d) Comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4831 and 24 CFR Part 35) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

18. Certifications Applicable Only to Federally-Funded Construction Projects

For all construction projects, the Applicant will:

- (a) Not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with federal assistance funds to assure nondiscrimination during the useful life of the project;
- (b) Comply with the requirements of the awarding agency with regard to the drafting, review and approval of construction plans and specifications; and
- (c) Provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

19. Use of Cellular Device While Driving is Prohibited

Applicants are required to comply with California Vehicle Code sections 23123 and 23123.5. These laws prohibit driving motor vehicle while using an electronic wireless communications device to write, send, or read a text-based communication. Drivers are also prohibited from the use of a wireless telephone without hands-free listening and talking, unless to make an emergency call to 911, law enforcement, or similar services.

20. California Public Records Act and Freedom of Information Act

The Applicant acknowledges that all information submitted in the course of applying for funding under this program, or provided in the course of an entity's grant management activities that are under Federal control, is subject to the Freedom of Information Act (FOIA), 5 U.S.C. § 552, and the California Public Records Act, California Government Code section 6250 et seq. The Applicant should consider these laws and consult its own State and local laws and regulations regarding the release of information when reporting sensitive matters in the grant application, needs assessment, and strategic planning process.

HOMELAND SECURITY GRANT PROGRAM - PROGRAM SPECIFIC ASSURANCES / CERTIFICATIONS

21. Reporting Accusations and Findings of Discrimination

If during the past three years the recipient has been accused of discrimination on any basis the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS Financial Assistance Office and the DHS Office for Civil Rights and Civil Liberties (CRCL) by e-mail at CRCL@hq.dhs.gov or by mail at U.S. Department of Homeland Security, Office for Civil Rights and Civil Liberties, Building 410, Mail Stop #0190, Washington, D.C. 20528.

In the courts or administrative agencies make a finding of discrimination on grounds of race, color, national origin (including LEP), sex, age, disability, religion, or familial status against the recipient, or the recipients settle a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS Financial Assistance Office and the CRCL by e-mail or mail at the addresses listed above.

The United States has the right to seek judicial enforcement of these obligations.

22. Acknowledgment of Federal Funding from DHS

All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

23. Activities Conducted Abroad

All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

24. Best Practices for Collection and Use of Personally Identifiable Information (PII)

DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. All recipients who collect PII are required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII they collect. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template a useful resource respectively.

25. Copyright

All recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

26. Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions, or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

27. Energy Policy and Conservation Act

All recipients must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

28. Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

29. Fly America Act of 1974

All recipients must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

30. Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, all Applicants must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, 15 U.S.C. § 2225a.

31. Non-supplanting Requirement

All recipients who receive federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

32. Patents and Intellectual Property Rights

Unless otherwise provided by law, recipients are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

33. SAFECOM

All recipients who receive federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

34. Terrorist Financing

All recipients must comply with Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

35. Reporting of Matters Related to Recipient Integrity and Performance

If the total value of the recipient's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this federal financial assistance award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

36. USA Patriot Act of 2001

All recipients must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

37. Use of DHS Seal, Logo, and Flags

All recipients must obtain permission from their DHS Financial Assistance Office, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

IMPORTANT

The purpose of the assurance is to obtain federal and state financial assistance, including any and all federal and state grants, loans, reimbursement, contracts, etc. The Applicant recognizes and agrees that state financial assistance will be extended based on the representations made in this assurance. This assurance is binding on the Applicant, its successors, transferees, assignees, etc. Failure to comply with any of the above assurances may result in suspension, termination, or reduction of grant funds.

All appropriate documentation, as outlined above, must be maintained on file by the Applicant and available for Cal OES or public scrutiny upon request. Failure to comply with these requirements may result in suspension of payments under the grant or termination of the grant or both and the subrecipient may be ineligible for award of any future grants if the Cal OES determines that any of the following has occurred: (1) the recipient has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

All of the language contained within this document must be included in the award documents for all subawards at all tiers. All recipients are bound by the Department of Homeland Security Standard Terms and Conditions 2018, Version 8.1, hereby incorporated by reference, which can be found at: <https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions>.

The undersigned represents that he/she is authorized to enter into this agreement for and on behalf of the Applicant.

Subrecipient: _____

Signature of Authorized Agent: _____

Printed Name of Authorized Agent: _____

Title: _____ Date: _____

EXHIBIT C to Agreement
between the **COUNTY OF SACRAMENTO**,
hereinafter referred to as "**COUNTY**", and
COSUMNES COMMUNITY SERVICES DISTRICT,
hereinafter referred to as "**SUB-RECIPIENT**".

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

SUB-RECIPIENT agrees to comply with 45 CFR Part 76.100 (Code of Federal Regulations), which provides that federal funds may not be used for any contracted services, if SUB-RECIPIENT is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.

I (We) certify to the best of my (our) knowledge and belief, that SUB-RECIPIENT named below and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
2. Have not within a three (3)-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three (3)-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.

5. Shall notify COUNTY within ten (10) days of receipt of notification that SUB-RECIPIENT is subject to any proposed or pending debarment, suspension, indictments or termination of a public transaction.
6. Shall obtain a certification regarding debarment and suspension from all its contractors that will be funded through this Agreement.
7. Hereby agree to terminate immediately, any contractor's services that will be/are funded through this Agreement, upon discovery that the contractor is ineligible or voluntarily excluded from covered transactions by any federal department or agency.

COSUMNES COMMUNITY SERVICES DISTRICT

BY: _____ DATE: _____

EXHIBIT D to Agreement
between the **COUNTY OF SACRAMENTO**,
hereinafter referred to as "**COUNTY**," and
COSUMNES COMMUNITY SERVICES DISTRICT,
hereinafter referred to as "**SUB-RECIPIENT**"
COUNTY RESOLUTION FOR 2018 SHSGP

RESOLUTION NO. 2018-0766

**APPROVAL TO ACCEPT THE 2018 STATE HOMELAND SECURITY
GRANT PROGRAM AWARD IN THE AMOUNT OF \$1,592,326
RETROACTIVE TO SEPTEMBER 1, 2018**

WHEREAS, the Sacramento County Board of Supervisors is the approving body to receive Federal Fiscal Year 2018 State Homeland Security Grant Program (SHSGP) funding as administered by the State of California, Office of Emergency Services (Cal OES); and

WHEREAS, The Board approved the request of the Sacramento County Office of Emergency Services (Sac OES) to apply for the aforementioned grant program with Resolution No. 2017-0768 on November 14, 2017; and

WHEREAS, Cal OES has awarded the 2018 SHSGP grant to Sac OES; and

WHEREAS, grant program requirements specify that individuals or position titles be named as Signatories to act on behalf of the governing body and the grant recipient with respect to actions necessary for the grant administration.

BE IT RESOLVED that the Board of Supervisors of the County of Sacramento hereby approves and directs Sac OES to receive the 2018 SHSGP grant allocation in the amount of \$1,592,326 retroactive to September 1, 2018.

BE IT FURTHER RESOLVED the Board of Supervisors appoints the Chief of the Sac OES, Stephen Cantelme, as a signatory authorized to sign grant related documents for the 2018 SHSGP grant.

BE IT FURTHER RESOLVED that the Board of Supervisors authorizes the Chief of Sac OES, or his designee, to perform any actions necessary to carry out the intent of the grant, including contracting with Sub-Recipients and vendors, to amend contract agreements for non-monetary changes, monetary decreases, to extend the term of the contracts, and to take any other actions necessary to ensure full and timely expenditure of the grant.

Approval To Accept The 2018 State Homeland Security Grant Program Award
In The Amount Of \$1,592,326 Retroactive To September 1, 2018
Page 2

On a motion by Supervisor Nottoli, seconded by Supervisor Frost, the foregoing Resolution was passed and adopted by the Board of Supervisors of the County of Sacramento this 6th day of November, 2018, by the following vote, to wit:

AYES: Supervisors Frost, Kennedy, Nottoli, Serna, Peters

NOES: None

ABSENT: None

ABSTAIN: None

RECUSAL: None
(PER POLITICAL REFORM ACT (§ 18702.5.)



ATTEST: Florence Evans
Clerk, Board of Supervisors

Sumon Peter

Chair of the Board of Supervisors
of Sacramento County, California

In accordance with Section 25103 of the Government Code of the State of California a copy of the document has been delivered to the Chair of the Board of Supervisors, County of Sacramento on 11-6-18

By: J. S. Not
Deputy Clerk, Board of Supervisors

FILED
BOARD OF SUPERVISORS
NOV 06 2018
Florence Evans
CLERK OF THE BOARD

STAFF REPORT

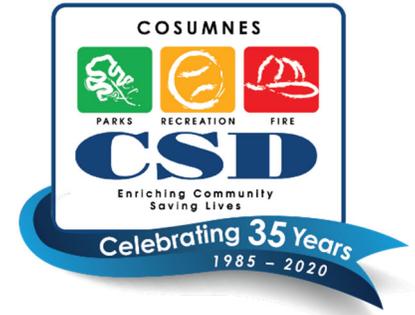
DATE: September 2, 2020

TO: Board of Directors

FROM: Michael W. McLaughlin, Fire Chief

BY: John Ebner, Senior Management Analyst

SUBJECT: WELLNESS COORDINATOR CONTRACT APPROVAL



RECOMMENDATION

The Board of Directors:

- Approves a two-year contract, with the option for the District to renew agreement for three additional one-year terms, upon the same terms and conditions, with Pinnacle Training Systems, LLC., for Fire Department wellness program services in an amount not to exceed \$139,500 per year, and
- Authorizes the General Manager to execute all contract documents and addendums.

BACKGROUND/ANALYSIS

Pursuant to the Memorandum of Understanding (MOU) between the District and the Cosumnes Chapter of Local 522 and the MOU between the District and the Management Employees Organization, the Fire Department maintains both a coordinated wellness program and an OSHA mandated vaccination and wellness program for safety personnel. The programs are designed to maximize the efficiency of each safety employee by keeping their mandated vaccinations current and helping them maintain healthy lifestyles that reduce illness and injury.

The program is managed by a wellness consultant who administers the required exams, immunizations, lectures, trainings, and analyses as briefly outlined here:

OSHA Mandated Testing

These services provided to all safety personnel each year.

1. Audiology
2. Vision Acuity, Peripheral, Color (Optic 5000 Vision Screener)
3. Health Questionnaire
4. TB (Quanteferon)
5. Flu Vaccination

Health Screening + NFPA Blood Work

These services provided to 50% of safety personnel each year with the exception of fecal occult testing, which will be offered to all safety personnel each year.

1. Biometrics (height, weight, body composition)
2. Resting Blood Pressure

3. Resting and Stress EKG on a treadmill using the Gerkin Protocol. This is a treadmill test that follows a specific protocol until the individual reaches 85% of his/her age-predicted maximum heart rate. VO2 max (cardiovascular fitness is assessed based on a scientifically developed algorithm).
4. Laboratory Blood Work (PSA, CBC, CMP, CrP, A1c, Blood Lipid Panel)
5. Functional Movement Screen
6. Spirometry (suspended during COVID-19 pandemic based on advice from American College of Occupational and Environmental Medicine)
7. Fecal Occult (assesses risk for colon cancer)

Quarterly Wellness Drills

1. Available to all safety personnel
2. Cover various wellness topics and programs

Recruit Academy Wellness (25 recruits)

1. Functional movement screen w/body fat analysis
2. Customized workout plan
3. Wellness lecture

In April of 2020, a Request for Quote (RFQ) for a wellness consultant was posted to the District's bid website and notifications/alerts were emailed and texted to all persons or organizations who are registered to receive alerts. The RFQ was posted for just over 2 weeks. Two responsible bids were received.

A committee consisting of cross departmental managers reviewed and scored the proposals on a rubric following the criteria of the RFQ. The winning vendor, Pinnacle Training Systems, LLC, had the highest combined rubric scores from all reviewers and the best pricing options.

<u>Bidder</u>	<u>Pricing per FF (Basic package)</u>
Pinnacle Training Systems	\$690
Wellness Solutions/1582	\$890

Pinnacle Training Systems has a good reputation among similar sized emergency response agencies in the region. Pinnacle provides wellness services to the Fresno Fire Department and the Clovis Police Department, among other clients.

FINANCIAL ANALYSIS

Costs for wellness consultation and services are incurred only when services are performed. The FY21 Board approved General Fund budget includes \$150,800 for wellness professional services in the Fire Department; \$146,000 for our current complement of safety personnel and \$4,800 dedicated to the upcoming 2021-01 Recruit Academy. The proposed contract between Pinnacle and the District is under the approved budget amount. No additional funding is required.

SUSTAINABILITY ANALYSIS

There are not any sustainability impacts.

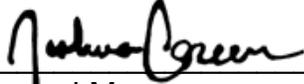
Should you have any questions, please contact me prior to the Board meeting.

Respectfully submitted,



Michael W. McLaughlin
Fire Chief

Staff Report recommendation authorized by:



General Manager

Approved as to Form:



General Counsel

STAFF REPORT

DATE: September 2, 2020

TO: Board of Directors

FROM: Mike Dopson, Director
Parks and Recreation Department



SUBJECT: APPROVAL OF PROCLAMATION ENDORSING SEPTEMBER AS NATIONAL CHILDHOOD OBESITY AWARENESS MONTH

RECOMMENDATION

The Board of Directors approves a proclamation endorsing September as National Childhood Obesity Awareness Month.

BACKGROUND/ANALYSIS

The month of September has been designated as National Childhood Obesity Awareness Month by the U.S. Department of Health and Human Services. September 2010 was the first National Childhood Obesity Awareness month, established by presidential and congressional proclamations. The purpose of this designation is to highlight the need for ongoing public education and increased awareness to take proactive steps to prevent childhood obesity in the United States and the promotion of healthier lifestyles.

During the past four decades, obesity rates have soared amongst all age groups, increasing more than fourfold amongst children ages 6 to 11. More than 23 million children and teenagers are overweight, a statistic that health and medical experts consider an epidemic.

During the month of September, the Cosumnes Community Services District (CSD) Recreation Services Area will increase awareness of childhood obesity through a series of virtual videos addressing cardiovascular health, proper nutrition, body weight exercises, and ways to stay mentally healthy. Videos will link to yourcsd.com and educational materials will be made available for the general public.

In approving this proclamation, the District would be joining the efforts of the U.S. Department of Health and Human Services, the Office of Disease Prevention and Health Promotion, as well as other community-based, municipal government, and private sector individuals throughout the United States who are working to decrease the national childhood obesity rates.

FINANCIAL ANALYSIS

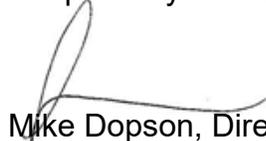
This request has no impact on District resources.

SUSTAINABILITY ANALYSIS

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

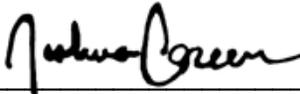
Should you have any questions, please contact me prior to the Board meeting

Respectfully submitted,



Mike Dopson, Director
Parks and Recreation Department

Staff Report recommendation authorized by:



General Manager

Approved as to Form:



District Counsel

COSUMNES COMMUNITY SERVICES DISTRICT

PROCLAMATION

ENDORISING SEPTEMBER AS NATIONAL CHILDHOOD OBESITY AWARENESS MONTH

WHEREAS, September 2020 is National Childhood Obesity Awareness Month;
and

WHEREAS, during the past four decades, obesity rates have soared among all age groups, increasing more than fourfold among children ages 6-11; and

WHEREAS, 31.8 percent or 23 million children and teenagers ages 2-19 are obese or overweight, a statistic that health and medical experts consider an epidemic;
and

WHEREAS, significant disparities exist among the obesity rates of children based on ethnicity and economic status; and

WHEREAS, the financial implications of childhood obesity pose a financial threat to our economy and health care system, carrying up to \$14 billion per year in direct health care costs, with people in the United States spending about 9 percent of their total medical costs on obesity-related illnesses; and

WHEREAS, due in part to the childhood obesity epidemic, 1 in 3 children (and nearly 1 in 2 minority children) born in the year 2000 will develop type 2 diabetes at some point in their lifetime if current trends continue; and

WHEREAS, some consequences of childhood and adolescent obesity are psychosocial and can hinder academic and social functioning and persist into adulthood; and

WHEREAS, participating in physical activity is important for children and teens as it can have beneficial effects not only on body weight, but also on blood pressure and bone strength; and

WHEREAS, proper nutrition is important for children before birth and through their lifespan as nutrition has beneficial effects for health and body weight, and is important in the prevention of chronic diseases; and

WHEREAS, public, community-based, and private sector organizations and individuals throughout the United States are working to decrease childhood obesity rates in the United States through a range of efforts including educational presentations, media campaigns, websites, policies, healthier food options, and greater opportunities for physical activity; and

WHEREAS, the Cosumnes Community Services District is extremely proud of our parks and recreational facilities and programs and their contribution to building healthy active lifestyles to recreate, play and build self-esteem, confidence and sense of self-worth, which contributes to the quality of life in our community;

NOW, THEREFORE, Let it be proclaimed that the Cosumnes Community Services District Board of Directors does hereby declare the Month of September as:

NATIONAL CHILDHOOD OBESITY AWARENESS MONTH

And do urge all those in the Cosumnes Community Services District to support and promote this observance.

DONE AND PROCLAIMED this 2nd day of September 2020, in Elk Grove, California.

Orlando Fuentes, President

Jim Luttrell, Vice President

Rod Brewer, Director

Gil Albiani, Director

Jaclyn Moreno, Director

Attest: _____
Joshua Green, General Manager

STAFF REPORT

DATE: September 2, 2020
TO: Board of Directors
FROM: Nitish Sharma, Chief Administrative Officer
BY: Kelly Gonzalez, Director of Business and Public Affairs
SUBJECT: **APPROVAL OF PROCLAMATION CELEBRATING THE 100TH ANNIVERSARY OF THE RATIFICATION OF THE 19TH AMENDMENT**



RECOMMENDATION

The Board of Directors approves a proclamation (**Attachment**) celebrating the 100th Anniversary of the ratification of the 19th Amendment.

BACKGROUND/ANALYSIS

Cosumnes Community Services District will be joining organizations across the United States, marking the 100th Anniversary of the ratification of the 19th Amendment to the Constitution guaranteeing and protecting women's constitutional right to vote.

On Election Day 1920, millions of women exercised their right to vote for the first time. It had taken nearly 100 years of campaigns, marches, protests, fundraising, and lobbying to achieve that goal. The remarkable leaders of the women's suffrage movement, including Susan B. Anthony, Elizabeth Cady Stanton, Alice Paul, Lucy Stone and Ida B. Wells, did not always agree with each other, however they were steadfast and committed to equality for all American women.

With 2020 marking the historical centennial year of the passage of the 19th Amendment, this provides an opportunity to educate others, listen and advocate for gender equality and equal rights for all. The Cosumnes Community Services District will celebrate the 35th Anniversary alongside this milestone with opportunities to highlight the remarkable women who fought for the passage of the ratification of the 19th Amendment. We encourage all community members to exercise their right to vote and defend democracy.

FINANCIAL ANALYSIS

The materials and supplies purchased to support this effort is within the allocated budget for Fiscal Year 2020-21.

SUSTAINABILITY ANALYSIS

This request has no environmental impact.

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

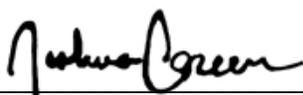
Respectfully submitted,



Nitish Sharma,
Chief Administrative Officer

Attachment: Proclamation Celebrating the 100th Anniversary of the Ratification of the 19th Amendment

Staff Report recommendation authorized by:



General Manager

Approved as to Form:



General Counsel

COSUMNES COMMUNITY SERVICES DISTRICT

**PROCLAMATION
CELEBRATING THE 100TH ANNIVERSARY
OF THE RATIFICATION OF THE 19TH AMENDMENT**

WHEREAS, Cosumnes Community Services District is welcoming and inclusive and dedicated to saving lives and enriching the lives of the residents we serve; and

WHEREAS, the hundredth anniversary of the ratification of the 19th Amendment to the United States Constitution, giving women the right to vote, occurs in 2020; and

WHEREAS, while the 19th Amendment enfranchised millions of women, it was only the beginning of a battle to remove barriers, tied to the legacies of oppression to voting for all citizens; and

WHEREAS, the 19th Amendment to the Constitution played a crucial role in advancing the rights of women, and the fundamental democratic value of suffrage for all citizens of the United States; and

WHEREAS, since the ratification of the 19th Amendment, work continues to advance the equality of women in all political, social, economic, and cultural aspects of life in the United States, including shared leadership; and

NOW, THEREFORE, the Cosumnes Community Services District Board of Directors do hereby celebrate the 100th Anniversary of the Ratification of the 19th Amendment and urge all citizens to exercise their right to vote.

**CELEBRATING THE 100TH ANNIVERSARY
OF THE RATIFICATION OF THE 19TH AMENDMENT**

DONE AND PROCLAIMED this 2nd day of September 2020, in Elk Grove, California.

Orlando Fuentes, President

Jim Luttrell, Vice President

Rod Brewer, Director

Gil Albiani, Director

Jaclyn Moreno, Director

Attest: _____
Joshua Green, General Manager

STAFF REPORT

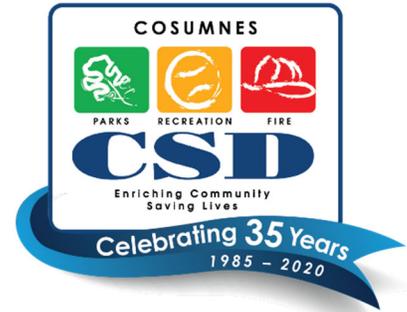
DATE: September 2, 2020

TO: Board of Directors

FROM: Nitish Sharma, Chief Administrative Officer

BY: Kelly Gonzalez, Director of Business and Public Affairs

SUBJECT: APPROVAL OF PROCLAMATION ENDORSING SEPTEMBER AS FIREFIGHTER APPRECIATION MONTH AND SEPTEMBER 26, 2020 AS CALIFORNIA FIREFIGHTER MEMORIAL DAY



RECOMMENDATION

The Board of Directors approves a proclamation (**Attachment**) endorsing September as Firefighter Appreciation Month.

BACKGROUND/ANALYSIS

The District provides fire protection and emergency medical services to the communities of Elk Grove and Galt and unincorporated areas of south Sacramento County. Staff was directed by the Board of Directors to create a proclamation endorsing September as Firefighter Appreciation Month and honoring September 26, 2020 as California Memorial Day.

The California State Senate has deemed September as Firefighter Appreciation Month, a time first identified by the California Fire Foundation to honor, pay respect to and celebrate the firefighters who have contributed and sacrificed their lives to protect California. This month, the District will join the organizations across the state to acknowledge these extraordinary men and women. Businesses across the state prior to COVID-19 participated in the Firefighter Appreciation Month by committing a certain percentage of the sales on a specific day in September to benefit the California Fire Foundation.

The District will celebrate Firefighter Appreciation Month by participating in California Firefighter Memorial Day on September 26, 2020. The District will join local fire agencies and the California Fire Foundation in the 2020 California Firefighters Memorial Tribute. The annual ceremony honors individuals whose names are being added to the Memorial Wall – either from the previous year, or from earlier years.

Due to COVID-19, activities for Firefighter Appreciation Month will be virtual. The primary focus will be to engage our community on social media by education of services offered in the fire services. We will be asking the community to recognize a Cosumnes Firefighter with posting a cut out of a hand waving in their window or in the car to demonstrate support to Firefighters as they pass by in the Fire Engine or Ambulance. Fun, educational activities will be designed for our youngest residents to complete at home, and all will have the opportunity

Date: September 2, 2020

to learn about the many ways Cosumnes Firefighters and Paramedics are saving lives and enriching our community every day.

FINANCIAL ANALYSIS

The materials and supplies purchased to support this effort is within the allocated budget for Fiscal Year 2020-21.

SUSTAINABILITY ANALYSIS

This request has no environmental impact.

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

Respectfully submitted,



Nitish Sharma,
Chief Administrative Officer

Attachment: Firefighter Appreciation Month Proclamation

Staff Report recommendation authorized by:



General Manager

Approved as to Form:



General Counsel

COSUMNES COMMUNITY SERVICES DISTRICT

PROCLAMATION

**FIREFIGHTER APPRECIATION MONTH
and
CALIFORNIA FIREFIGHTER MEMORIAL DAY**

WHEREAS, Cosumnes Community Services District is dedicated to saving lives and enriching the communities we serve; and

WHEREAS, Cosumnes Community Services District recognizes the benefits derived from the hard work, sacrifice and unwavering dedication that the men and women in the fire service have contributed throughout this country, including the communities of Elk Grove and Galt; and

WHEREAS, the role of a firefighter today is one of dedication, commitment, sacrifice and willingness to put their lives on the line; and

WHEREAS, firefighters continue to play an integral role in protecting health and wellbeing of our people, have provided critical and timely comfort, and support to those affected;

WHEREAS, this year, firefighters are facing the life-threatening COVID-19 pandemic where they have again demonstrated their commitment to service above self in the face of increased health and safety risks; and

WHEREAS, On September 26, 2020, Cosumnes Community Services District will join hundreds of firefighters and their families, along with their fellow Californians, to honor the fallen in a moment of tribute for the 18th Annual California Firefighters Memorial Day honoring the men and women of the fire service who have selflessly given their lives to protect California; and

NOW, THEREFORE, the Cosumnes Community Services District Board of Directors do hereby proclaim the month of September as Firefighter Appreciation Month and September 26, 2020 as a day to commemorate California Firefighters Memorial Day, and urge all citizens to recognize the firefighters who gave their lives for those they served.

**FIREFIGHTER APPRECIATION MONTH
and
CALIFORNIA FIREFIGHTER MEMORIALS DAY**

DONE AND PROCLAIMED this 2nd day of September 2020, in Elk Grove, California.

Orlando Fuentes, President

Jim Luttrell, Vice President

Rod Brewer, Director

Gil Albiani, Director

Jaclyn Moreno, Director

Attest: _____
Joshua Green, General Manager

From: Perla [REDACTED] >
Sent: Wednesday, August 5, 2020 8:04 PM
To: Robbie Edwards <RobbieEdwards@csdparks.com>
Subject: Clara assessment

[CAUTION-EXTERNAL SENDER]

Hi Ms Robbie

Today Clara had her assessment via zoom with her new kindergarten teacher. The teacher asked her to count, say shapes, sound of letters, counting objects with less or more and explanations , and sight words. The assessment was only 11 mins long. So fast! Clara did great! The teacher was impressed with every subject and praised her. At the end, Clara said all her knowledge was based on learning with you! She even kissed her brain! Lol.

I just wanted to share with you. You are a wonderful teacher and we miss you.

Thanks and love
Clara and Perla

Sent from my iPhone