

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 16, 2020

EXECUTIVE SESSION – 5:00 P.M.
REGULAR MEETING – 6:30 P.M.

**Live Broadcast
via livestream**

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

CORONAVIRUS DISEASE (COVID-19) ADVISORY

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

Consistent with Executive Order N-29-20, the meeting will be broadcast via livestream. In-person participation by the public will not be permitted and no physical location from which the public may observe the meeting will be available.

Public participation is available in the following ways:

- 1) Live Broadcast via livestream at: <https://www.yourcsd.com/896/Live-Board-Meeting>.
- 2) Email public comments to clerkoftheboard@yourcsd.com by 6:30 pm, Wednesday, September 16, 2020. Public comments received after this time might not be received in time to be read into the record but will be included in the written record. The Clerk will read the comments submitted via email out loud during public comment, subject to the customary 3-minute time limitation. If your comment concerns a specific agenda item, please note the item in the subject line of your email.
- 3) Leave a voice mail for the Clerk of the Board at 916-405-7169, and the item you wish to comment on and the Clerk will play the voice mail when the item is up for consideration. The customary 3-minute time limitation will be observed.

If you encounter difficulties submitting a public comment via email, please contact the Clerk's office at 916-405-7169 by the 6:30 pm deadline and leave a message. Your comment will be played during the meeting.

AGENDA

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

EXECUTIVE SESSION – 5:00 P.M.

1. Call to Order
2. Communications from the Public
3. Recess to Executive Session
 - a. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Initiation of litigation pursuant to Government Code Section 54956.9(d)(4): 1 case
 - b. CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Pursuant to Government Code Section 54956.8
Property: 10651 E Stockton Blvd., Elk Grove, California 95624
Agency Negotiator: Nitish Sharma, Chief Administrative Officer
Negotiating Parties: OUTFRONT Media Incorporated and Clear Channel Outdoor
Under negotiation: price and terms of payment

REGULAR BOARD MEETING – 6:30 P.M.

A. CALL TO ORDER

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

B. ANNOUNCEMENTS/PRESENTATIONS

None

C. DEPARTMENT REPORTS

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

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

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

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

E. CONSENT CALENDAR

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

8. Approve the September 2, 2020, Regular Board Meeting Minutes.
9. Approve Proclamation Endorsing October 4-10, 2020 as Fire Prevention Week and October as Fire Prevention Month.
10. Approve a Multi-year Agreement with All American Construction for Concrete Projects.
11. Approve Resolution No. 2020-46 Authorizing The General Manager to Execute Agreement with Sacramento County for COVID-19 Response Units.
12. Approve the Termination of Galt Redevelopment Agency Settlement Agreement.
13. Approve Proclamation Endorsing September 15 to October 15 as Hispanic Heritage Month.
14. Adopt Resolution No. 2020-45 Approving Section 2100 Financial Management District Policies.
15. Approve a Three-year Subscription Agreement with LexisNexis for Legal Research Server.

F. PUBLIC HEARINGS

None

G. STAFF REPORTS

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

16. **SUBJECT:** Professional Services Agreement with the Elk Grove Scholarship Foundation.
(K. Gonzalez)

RECOMMENDATION:

- 1) Approve a Professional Services Agreement with Elk Grove Scholarship Foundation and authorize the General Manager to execute the Agreement and any future addendums or amendments.

G. STAFF REPORTS (Cont.)

17. **SUBJECT:** Update on the District Long Term Financial Plan. (N. Sharma)

RECOMMENDATION:

- 1) Receive and file the report on the Cosumnes Community Service District Long-Term Finance Plan ("LTFP").

H. INFORMATIONAL ITEMS

18. Note from Mr. Wichert thanking staff for having a "genius" plan for making lap swimming available.
19. Note of appreciation from preschool parent thanking Preschool Teacher Mrs. Kelly for adjusting well to the adversities presented by the pandemic.

I. BOARD OF DIRECTOR'S BUSINESS

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

J. IDENTIFICATION OF ITEMS FOR FUTURE MEETING

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

K. ADJOURNMENT

Note: *Disabled Accommodations.*

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

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

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

Certificate of Posting of Agenda

I hereby declare that the foregoing Agenda for the September 16, 2020 Regular Meeting of the Cosumnes Community Services District Board of Directors was posted on September 11, 2020 at 8820 Elk Grove Blvd., Elk Grove, California, 95624, and was available for public review at that location.

Signed this 11th day of September, 2020



STAFF REPORT

DATE: September 16, 2020
TO: Board of Directors
FROM: Nitish Sharma, Chief Administrative Officer
SUBJECT: MONTHLY ADMINISTRATIVE SERVICES DEPARTMENT REPORT – AUGUST 2020



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

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

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

- Front Office and Concessions staff received updated training on COVID-19 protocols for staff, customers and participants.
- Front Office and Facility staff attended an Athletic Business webinar training on “Ensuring a Safe Return to Your Facility for Both Guests and Staff”.
- The board meeting live stream was made available in the Admin lobby and conference rooms.

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

- Finance assisted and supported the FY 2019/20 District close-out update for District stakeholder’s knowledge of fiscal trends and statistics under COVID-19 pandemic conditions.
- Front Office staff began working on a Cash Handling Resource Manual to compile and update cash handling procedures to promote accountability and consistency.
- IT granted District auditors remote access to financial information.
- IT implemented the new fiscal contingency purchasing limits into the District ERP finance system.

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

- Front Office staff began a weekly team email to highlight programs, staff and resources availability for the upcoming week.
- IT deployed 20 take home monitors for increased staff efficiency while working remotely.

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

- The District launched a redesigned website this month.
- The Website Committee is in the final stages of creating a new employee intranet.

- Staff worked with, Cosumnes Fire Department Public Information Officer and Regional Safety Day Sponsor to modify the Kaiser Permanente Regional Safety Week to a virtual event. The event kicked off the week off August 2nd on social media and featured safety videos each day until August 8th.
- Staff secured two sponsors for the Special Events Drive-In Movie scheduled for September 25th.
- Communications and Sponsorships staff created a social media marketing campaign for activation of sponsor benefits:
 - Infinity Real Estate
 - Kids Care Dental and Orthodontics
- Front Office staff analyzed the incoming phone que traffic and made scheduling adjustments to improve wait times and service.
- Communications Team assisted Fire Prevention Division with the Regional Safety Week social media campaign, creating and posting graphics and videos throughout the week.
- Communications Team continued to produce the weekly “Summer Fun Guide,” and publish to the District’s website for easy access.
- Communications Team promoted new fall recreational programs through email blasts, social media posts, flyers and media spots.
- Staff attended the Elk Grove Scholarship Foundation meeting to answer questions about future partnerships.
- Staff assisted with opening cooling center at Wackford Aquatic Community Center and responding to media requests.

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

- Prepared and completed the Inclusive Language Guide and educated leadership staff on contents of the guide. Uploaded the guide to the website and shared and promoted it on social media.
- Prepared the Diversity Pledge document for internal staff.

Webpage Visits

August	2020
Sessions	29,125
Unique Visitors	19,723
Pageviews	84,006

Top Pages		Users
1	Home	4,820
2	Recreation Swim	3,403
3	Elk Grove Aquatic Center	2,853
4	Aquatics	2,627
5	Wackford Aquatic Complex	2,411
6	Activity Guide	1,671
7	Parks and Recreation	1,482
8	Coronavirus Disease 2019	1,401
9	Job Opportunities	876
10	Parks-Facilities-Stations	843

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

<i>Planning</i>		
Sheldon Farms North Development	Goal 1*	COA completed for Planning Commission 9/17. 2.5 acre Park Concept Plan in review. Board Review & Approval of Concept Plan 10/7
Climate Action Plan	Goal 4*	Draft CAP/SAP completed. Consulting incorporated comments from Outreach and Staff review into Final Document. Board Presentation scheduled 10/7
Fire & Park Impact Fee Updates	Goal 2	Made Presentation to Developers at City of Elk Grove Industry Working Group to introduce the scope of Nexus study. Working draft scheduled for mid-September.
Morse Park Recreation Center	Goal 1	Draft Operations Plan/Feasibility Study in review. Board Presentation October
<i>Design & Bidding</i>		
Fire Station 77	Goal 4	Construction Documents 65% complete. Architect completed Value Engineering revisions based on input from design Committee. Business Operations & Financing Plan to Board October 2020.
MacDonald Park Phase 2 (1 acre)	Goal 1*	Construction Documents (CD) 90% complete. Preparing documents for City DES Permit Out to Bid - October
Lichtenberger/Pederson Park Revitalization	Goal 2*	CD's 80% complete. Letter & restroom exhibit were sent out to neighbors. No objections received
Oasis Park Preschool	Goal 1*	Revised Architect contract to update drawings to 2019 Building Code.
District Wide Concrete Sidewalk Replacement Contract	Goal 4*	Bids Opened in August. Award scheduled for Board meeting 9/16
<i>Construction</i>		
Kloss Complex at Elk Grove Park	Goal 3*	Staff facilitated repair of HVAC unit
Fire Station 45	Goal 3	Staff facilitated HVAC repair
Fire Station 45	Goal 3	Installed new Washing Extractor
Fire Station 74	Goal 3	Staff facilitated HVAC repair
Emerald Lakes Golf Course	Goal 3	Staff facilitated HVAC repair
Fire HQ	Goal 3	Relocated partition storage cabinets, assembled and installed stand up desks for staff
Fire Training Office	Goal 3	Repaired HVAC unit
Elk Grove Youth Center	Goal 3	Staff facilitated HVAC repair
Wackford Community Center	Goal 3	Staff facilitated the cleaning of HVAC system coils and the repair of the Teen Center unit
Fire Station 73	Goal 3	Staff facilitated HVAC repair

Administrative Services Department Report – August 2020
 September 16, 2020

Fire Station 72	Goal 3	Staff facilitated the cleaning and repair of HVAC unit and system coils
Fire Systems Monitoring RFP	Goals 1&2	Board Awarded Contract on 8/19 to, Integrated Fire Systems to monitor and test District fire alarm systems. Contracts and Insurances in progress
Camden Lake Harvest	Goal 4*	In progress
BSP Flag Pole	Goal 4*	In construction, estimated completion 9/9
Oasis Community Park (20 acres)	Goal 1*	Construction is 90% complete. Basketball, Tennis and Pickleball Court surfacing complete. Dog Park turf installed. Concrete driveway at Poppy Ridge Rd. installed Water play system completed Phased opening dependent on COVID 19 restrictions, phase 1 open mid fall 2020
Fieldstone North/ Milestone Trail Corridor		Fieldstone North 95% construction complete. Milestone 60% complete.
Singh & Kaur Park (5 acres)	Goal 1*	Construction 50%, Grading and Utilities complete, Installing concrete flatwork, bocce ball court.
Albiani Recreation Center	Goal 2*	Bid Awarded 8/5. Contract and insurance documents are signed. Pre-construction meeting 9/8/20. Est. Construction start 9/21/20
Albiani Recreation Center	Goal 3	Staff repaired HVAC condenser lines
Admin Building Flag pole installation	Goal 2*	Footing installed. Estimated completion 9/8
Montessori School	Goal 1*	Painted office walls

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

Finance: Accounts Payable

753
INVOICES

324
CHECKS

128
RECEIVABLES



Human Resources

63
APPLICANTS

8
RECRUITMENTS

30
ON-BOARDED

Communications

Social Media Statistics

Cosumnes Fire and Cosumnes Parks & Rec

407,389 Impressions

21,869 Engagements

983 Link Clicks



54
GRAPHICS
WORK ORDERS

163
COMMUNICATIONS
WORK ORDERS

198 Building and Maintenance
Work Orders

Information Technology



152 Work Requests

32
FIRE
DEPARTMENT

73
ADMINISTRATIVE
SERVICES

47
PARKS AND
RECREATION

19,723 Unique Website Views

84,006 Website Page Views



Business Operations

278
FACILITY
RENTALS

2,463
REGISTRATIONS

2,868
CUSTOMER
SUPPORT



\$1,300 Sponsorship Revenue

Customer Service

2,486
Registrations
PHONE, FAX, MAIL,
AND ONLINE



2,916 Customer Support
at Registration Sites



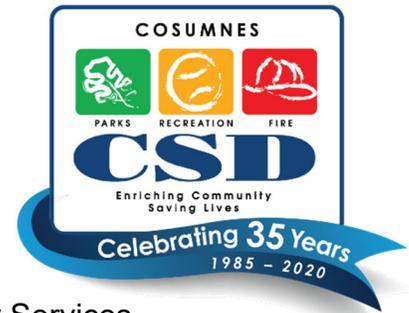
STAFF REPORT

DATE: September 16, 2020

TO: Board of Directors

FROM: Mike Dopson, Director of Recreation and Community Services

SUBJECT: PARKS AND RECREATION DEPARTMENT REPORT – AUGUST 2020



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

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



GOAL 1 – Meeting the Needs of Our Growing Community

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

- Preschools began offering distance learning and in-person class options to support the early learning and development of Preschool aged children.
- Partnerships team developed a low cost rental option and procedure for the use of open park space to provide opportunities for local businesses to offer outdoor fitness programming during COVID-19.
- Partnerships team launched a number of in-person outdoor contracted classes (traditionally run indoors) including Karate, Tai Chi and Jeet Kun Do and are currently working to add additional outdoor classes before the season ends.
- Sports staff created several new programs for fall, including Afterschool Sports Club, and evening sports classes for ages 3 and up as an outlet for families to stay active, have fun, and socialize.
- The Aquatics team announced that Recreation Swim at both WCAC and EGAC will continue beyond the traditional season's end (Labor Day weekend). Community swim sessions will be offered until September 27th.
- The Aquatics Team programmed private and semi-private swim lessons, water fitness classes, as well as expanded hours for the Swim for Fitness program.



GOAL 2 – Revitalizing & Developing Community Spaces

Strengthen parks and recreation facilities for future generations.

- Preschools in-person programs began utilizing outdoor spaces and incorporated experiences in nature. The outdoor classroom experience encourages exploration in natural settings and it is an extension of the indoor classroom experience.
- Special Events Staff created a volunteer sign up for the Lombardi Park Cleanup Day.

- Staff at the Golf Course continued renovating the area to the left of #4 green by adding soil, grading the land and removing sections of old fencing that were becoming damaged from erosion.
- At Emerald Lakes, staff is removing Bryzoa, an aquatic organism in the irrigation system and front lake that has been clogging sprinklers and have been hand watering the turf while mitigating filtration issues to ensure the greens stay healthy.
- Staff installed eight park Rules and Regulations signs around Camden Lake. The new signs include information about the potential presence of harmful algae blooms in the lake.
- Staff repaired post and cable along Elk Grove Blvd. that was damaged from a fallen tree.
- The bushes on Bond Road by Underwood Park were trimmed back to prevent impediment along the sidewalk.
- Park Operations staff repaired the high and low diving boards at the Wackford Aquatic Center.
- Staff repaired a drinking fountain at Kunsting Park that was damaged due to a domestic water line break.
- Two sidewalk lifts were repaired along Franklin Blvd and Whitelock Parkway.



GOAL 3 – Enhancing Community Connections

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

- Preschools utilize the application Class Dojo and video chat sessions to connect with participants and families both for in-person and distance learning.
- Special Events Staff is partnering with the Elk Grove Lions club for the Drive-In Movie. Lions Club is providing volunteer hours in exchange for facility hours at the new Albani Community Center.
- Special Events Staff worked with vendors/contractors to receive bids for services needed for the 2020 Giant Pumpkin Festival Weigh Off.
- Kid Central partnered with the EGUSD to begin services to offer Distance Learning Support and Recreation on elementary campuses.
- Kid Central team cross trained Recreation staff from sports, teens, concessions and rentals staff to prepare for fall programming and childcare at EGUSD.
- The Golf Course welcomed and trained Andre Pichly from the CSD Sports section to work in Golf Course maintenance. Andre will be a resource offering additional staff hours in that capacity if needed.
- The Golf Course hosted a Taylormade brand golf products demo day.
- Staff continue to work with Taylormade golf products to secure free products for use during Junior League programming.
- The National Footgolf Association Tournament was held at the Golf Course, with another tournament scheduled for the fall.
- Park Operations staff spread 10 yards of wood chips in the landscaping at Del Meyer Park that were provided by the District's tree contractor. This is an effective way to utilize resources in low funded zones.

- Lombardi Park Volunteer Day was held on August 29. One yard of sand was placed by Park Operations staff and then spread by six volunteers in the sandbox. Volunteers also trimmed back overgrown trees and helped to beautify the park.
- Park Rangers responded to numerous reports of Covid-19 safety precaution related infractions, primarily related to improper gatherings, social distancing, and using park amenities that were closed.
- Partnerships staff is working with Visions in Education, South Sutter Charter Schools & Horizon Charter Schools to create a partnership, allowing their students to take District classes as part of their school curriculum.
- Partnerships staff added a number of virtual contract recreational classes to our program offerings, thus providing a safe and accessible option to the local community, as well as anyone, anywhere, as distance is no longer an obstacle.
- Sports staff continue to work with Field User Groups and Rentals to supply the community with playing fields for conditioning and drills. Staff is responsible for ensuring all safety protocols are submitted by groups, as well as keeping them apprised of changes to the guidelines and the affects to their programs.



GOAL 4 – Ensuring a Sustainable Parks & Recreation System

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

- Park Operations staff continue to perform increased sanitation of park restrooms and work vehicles to comply with health and safety standards due to Covid-19.
- Partnerships staff is assisting Park Operations with the annual SWPPS inspections at each of the parks in our District.
- The Aquatics team welcomed 16 new Lifeguards and hosted an intensive Rookie Training on August 13-14th.
- In-service training continues for all lifeguard staff. These 2-hour trainings take place once a week and cover critical rescue topics such as: emergency action plan scenario drills, CPR/AED skill work, patient assessment, first aid and sudden illness emergencies, spinal injury management, and victim recognition.

Participation Attendance and Programs, Events and Rentals

Activities (pre-paid/registered) - **6,255**
Aquatics - **6,084**

Golf Course

591,220

Range Balls Sold

544 Golf Lessons

4,665 Rounds of Golf Played



Rentals

780 Field Rentals

472 Pool Rentals

Customer Service, Volunteers, and Sponsorships

Park Maintenance Hotline Calls & Emails..... 344

Registrations

Online.....1,944

Main Office.....147

Wackford Aquatic Complex...242

Elk Grove Aquatics Center.....153

Volunteer Hours..... 69



Asset Maintenance

Responded to **165** tree maintenance related work orders.

132 other parks maintenance work orders.

Park Rangers

52

Issued Responses



1,719

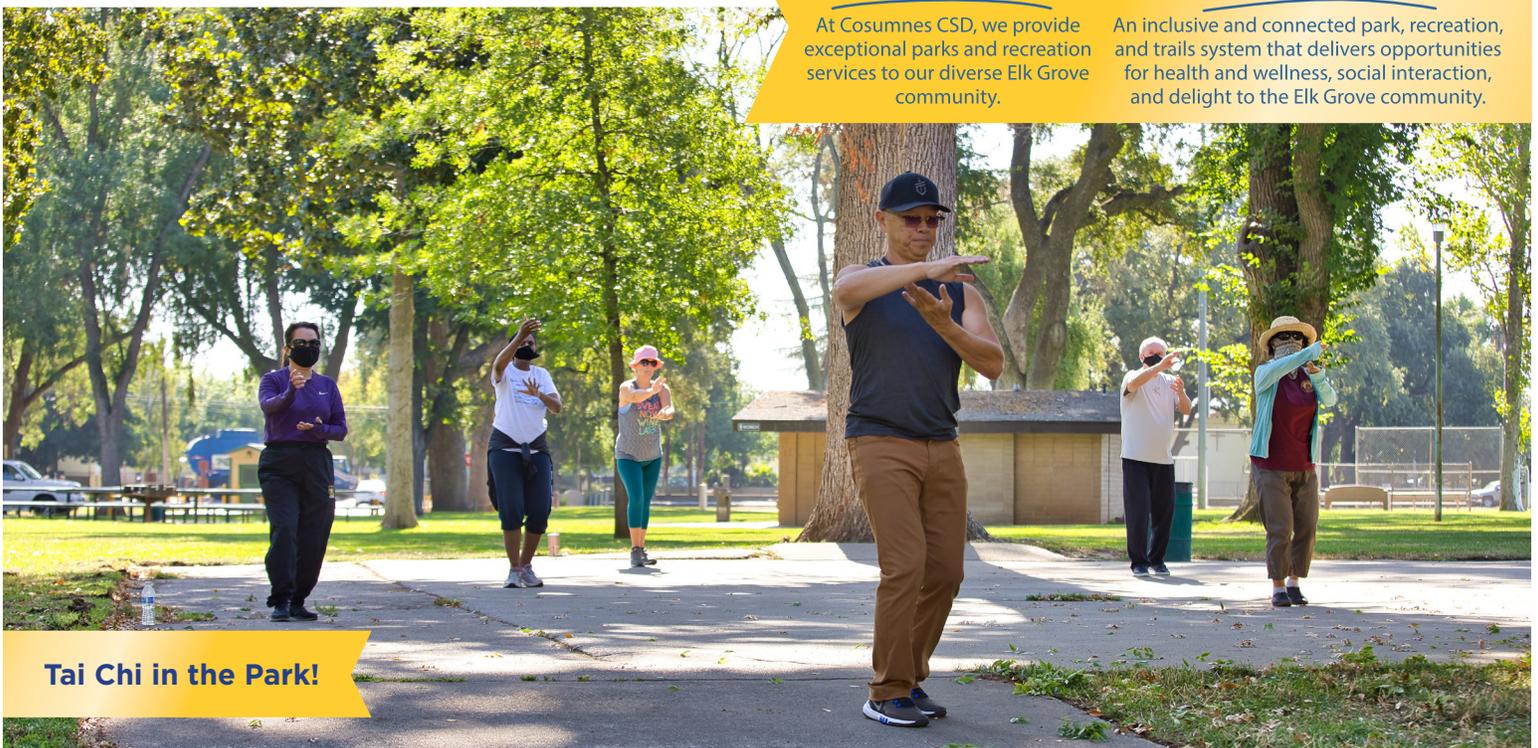
Park Visits

Mission

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

Vision

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



Tai Chi in the Park!

STAFF REPORT

DATE: September 16, 2020
TO: Board of Directors
FROM: Michael W. McLaughlin, Fire Chief
SUBJECT: FIRE DEPARTMENT REPORT – AUGUST 2020



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

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



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

- The District is contracting with Frasier Group Investigations for Background Investigations as per Board approval. (Objective 2.a.)
- Staff attended webinars regarding the FEMA Public Assistance Grant and CARES Act Grant. (Objective 1.a.)
- The Fire Department’s Annual Report has been completed. (Objective 6.b.)
- The Fire Department was the recipient of Walmart \$6500 Grant, the grant money will be utilized to pay for new AED’s for the Elk Grove Police Department. (Objective 1.a.)



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

- Operations Crews arrived on scene of emergency calls in seven minutes and forty-nine seconds from the receipt of the dispatch by Sacramento Regional Fire/EMS Communications Center Systems (SRFECC), 90% of the time for the month of August. The Cosumnes Fire Department’s standard is seven minutes from the time the call is received in SRFECC. (Objective 1.a.)
- Cosumnes Fire deployed personnel to numerous wildland fires, many that were results of lightning storms which included fire-related tornados. Personnel were deployed to the Apple Fire in Riverside, California, Loyalton Fire near Nevada-California border (Tahoe National Forest), North Complex near Quincy, California in the Plumas National Forest, and the LNU Lightning Complex, outside of Healdsburg. (Objective 3.b.)
- Assistant Chief Shurr was assigned to the Lake fire, in Southern California, as the Logistics Section Chief. (Objective 3.b.)
- Deputy Fire Chief Bair was assigned to the Moccasin Reservoir fire in Tuolumne County. (Objective 3.b.)



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

- Staff continue to engage with COVID-19 field response guide development, patient monitoring, employee health, and supply chain disruptions. (Objective 1.c.)
- Dr. Mackey has trained staff to provide in house COVID-19 testing for members that are showing symptoms. (Objective 1.c.)
- Staff completed the training and deployment of the ResQPOD Impedance Threshold Device to assist with our high-performance CPR program. (Objective 1.c.)
- Fleet and EMS staff have completed the buildup of two new ambulances which are now in service at Firehouses 45 and 46 in Battalion 37. (Objective 1.c.)
- Staff have continued discussions with Dignity Health and Kaiser Medical Foundation regarding the long-term potential of a sustainable Mobile Integrated Health Model. (Objective 2.c.)
- Staff continue to work on the cardiac monitor medical recertification, IV tubing medical recall, and routine equipment maintenance and inspections (Objective 1.a.)
- 13 Subpoenas and 1220 Patient Care Reports were processed. Overall, medical transport was up 9% from last month, but still trending below that of the pre-COVID-19 volume levels. (Objective 3.a.)
- Staff assisted two personnel with licensure. (Objective 3.a.)



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

- Fire Investigators performed eight fire investigation responses and issued one infraction for \$113 in fines. (Objective 4.a.,4.b.,4.c.)
- Staff completed 100% of the 168 requested construction inspections within 48 hours. (Objective 3.c.)
- Staff expedited four plan reviews and the associated inspections for COVID-19 related tents in our community to comply with Executive Directive 20-13. (Objective 1.a.)
- Staff completed 23 state-mandated inspections representing 70% completion on all required inspections. (Objective 1.a.)
- Staff performed six virtual car seat inspections. (Objective 5.a.)
- Staff loaned out 70 life jackets to our community members to help keep them safe. (Objective 5.a.)
- The Public Education Officer partnered with local safety agencies to host a Virtual Safety Week which reached approximately 119,991 people. (Objective 5.a.)
- Fire and life safety information was provided through social media and reached over 6,200 community members. (Objective 5.d.)
- Staff completed the Mobile Eyes training and are now in the testing phase. (Objective 6.b.)



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

- Staff completed 20 services and 143 other repairs. (Objective 1.b.)



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

- Staff administered 38 hours of Administration training, 306 hours of Daily Training, 83 hours of Emergency Medical Services Continued Education training, 1307 hours of Monthly training, and 134 hours of Taskbook Completions, totaling 1867 hours of training (Objective 1.a)
- Staff completed the Emergency Vehicle Operators Course (EVOC) refresher training. (Objective 1.b., 1.c.)
- Staff developed and administered the 6-month test to all probationary firefighters. (Objectives 1.a., 1.d.)
- Staff directly supported the Red Cross with fire evacuation efforts. (Objective 1.c)

Total Number of Monthly Incidents

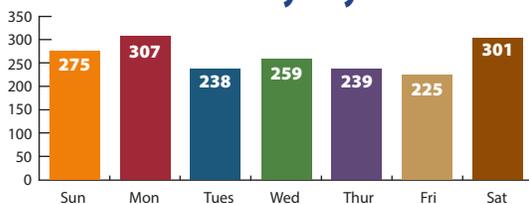
1,844

	Fire	87
	Explosion	0
	EMS	1,319
	Hazardous Conditions	19
	Service Call	112
	Good Intent	196
	False Alarm	85
	Severe Weather	2
	Special Incidents	3
	Not Reported	21

Total Loss For The Month

\$485,000

Call Volume by Day of Week



Total Responding Units

3,449 ↑

August 2019
3,074 Responding Units

Response Time

Alarm to Arrival Emergent Only

90th Percentile
CFD Standard is 7:00



0:07:49

Average Commitment Time

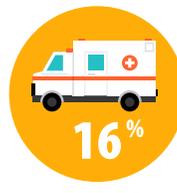
Dispatch to Clearing Scene

0:59:45

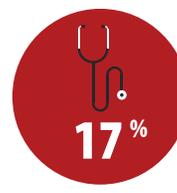


Unit Hour Utilization

Total hours for 31 days for 24 hours per day



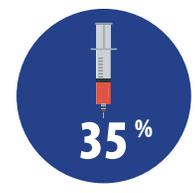
Medic 45



Medic 46



Medic 71



Medic 72



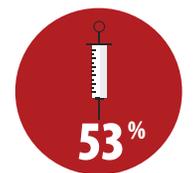
Medic 73



Medic 74



Medic 76



Medic 78

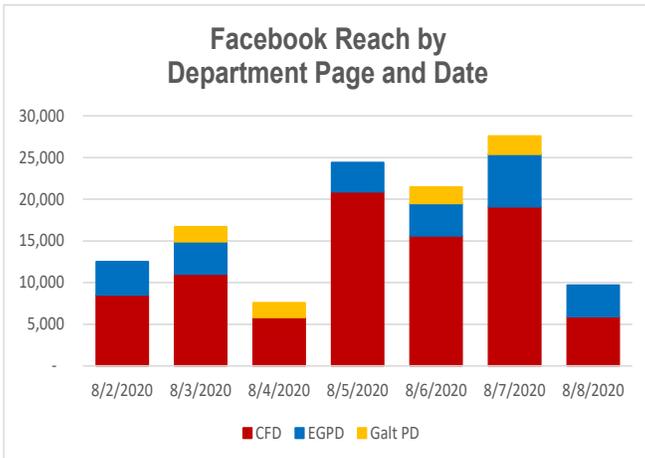
Public Education

Virtual Cart Seat Inspections	6
Virtual Regional Safety Week - Reached via Social Media	119,991
Community Outreach Life Jackets Loaned	70
People Reached via Social Media	6,200



Total Number of People Reached on Facebook

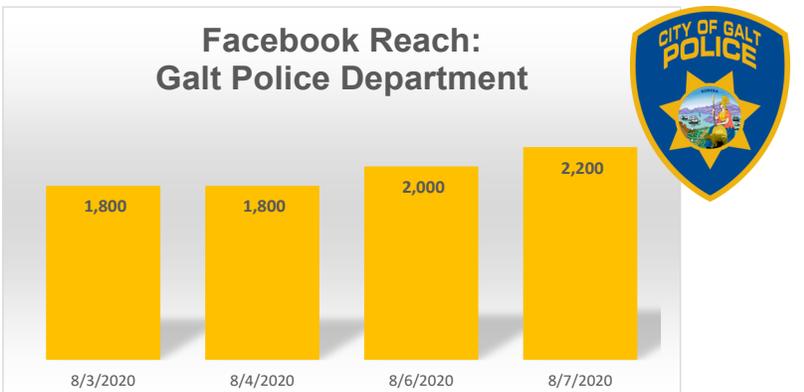
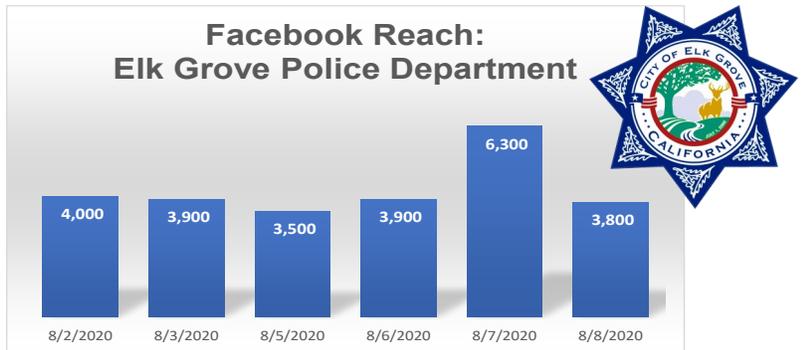
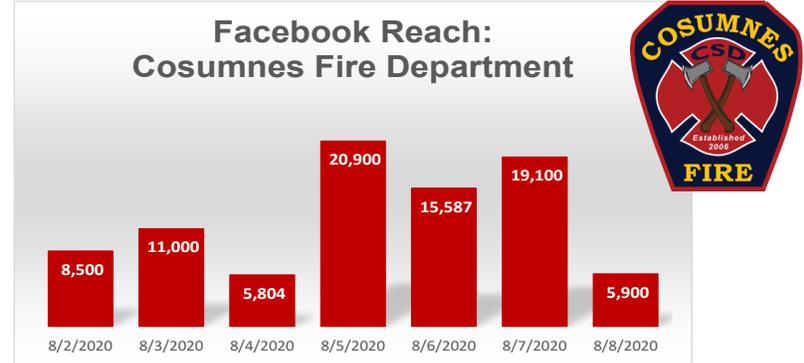
119,991



A special thank you to the
Virtual Safety Week sponsor:
Kaiser Permanente®

Top Presentations/Videos

Presentation	Views
Welcome Video	12,500
Cosumnes Fire- Car Extrication	12,000
EGPD Helmet Safety	9,900
Storm Trooper- Street Safety	9,900
RSD Outro	9,700
K9 Jax	9,600



**COSUMNES COMMUNITY SERVICES DISTRICT
REGULAR BOARD MEETING – 6:30 PM
WEDNESDAY, SEPTEMBER 2, 2020
MINUTES**

REGULAR BOARD MEETING – 6:30 PM

ATTENDANCE

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

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

A. CALL TO ORDER/PLEDGE OF ALLEGIANCE

1. President Fuentes called the meeting to order at 6:40 p.m.
2. Recreation Coordinator Christina Davis led the Pledge of Allegiance.
3. A moment of silence was observed in honor of all of the fire victims in the California.

B. COMMUNICATIONS FROM THE PUBLIC

Galt Vice Mayor Rich Lozano introduced the new Galt City Manager Lorenzo Hines Jr.

C. ANNOUNCEMENTS/PRESENTATION

None

D. CONSENT CALENDAR

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.

Director Luttrell moved to approve consent items 4 to 10 as presented; seconded by Director Moreno. Vote was unanimous.

E. PUBLIC HEARINGS

None

F. STAFF REPORTS

11. **SUBJECT:** Proclamation – Endorsing September as National Childhood Obesity Awareness Month.

RECOMMENDATION:

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

Recreation Manager Traci Farris reviewed the staff report.
Director Brewer read the Proclamation.

Director Albani moved to accept staff's recommendation; seconded by Director Brewer, vote was 5 yes and 0 noes.

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

RECOMMENDATION:

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

Director of Community and Business Affairs Kelly Gonzalez reviewed the staff report.
Director Moreno read the Proclamation.

Director Moreno moved to accept staff's recommendation; seconded by Director Brewer, vote was 5 yes and 0 noes.

13. **SUBJECT:** Proclamation – Endorsing September as Firefighters Appreciation Month.

RECOMMENDATION:

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

Director of Community and Business Affairs Kelly Gonzalez and Fire Chief Mike McLaughlin, reviewed the staff report and power point presentation.
President Fuentes and Vice President Luttrell read the Proclamation.

Director Luttrell moved to accept staff's recommendation; seconded by Director Albani, vote was 5 yes and 0 noes.

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 DIRECTORS BUSINESS

- 15. City of Elk Grove Liaison – No report
- 18. City of Elk Grove Two by Two – No report
- 19. City of Galt Liaison – No report
- 20. City of Galt Two by Two — Brewer – the District and the City met on 8/20.
- 21. Elk Grove Cosumnes Cemetery District Two by Two – No report
- 22. Elk Grove USD Two by Two – No report
- 23. Senior Center Board – No report
- 24. Elk Grove Historical Society – No report
- 25. Elk Grove Chamber of Commerce – No report
- 26. Galt Chamber of Commerce – No report
- 27. Diversity Work Group – No report
- 28. Northern California Special Districts Insurance Authority – No report
- 29. Fire Communications Center – No report
- 30. Sacramento County Treasury Oversight Committee – No report
- 31. Miscellaneous Reports
- 32. Meeting/Event Approval
- 33. Meeting/Event Report

I. IDENTIFICATION OF ITEMS FOR FUTURE MEETING

None

I. ADJOURNMENT

With no further business, the meeting was adjourned at 7:34 p.m.

Approved: _____
Board President

Attest: _____
Secretary to the Board

STAFF REPORT

DATE: September 16, 2020

TO: Board of Directors

FROM: Michael W. McLaughlin, Fire Chief

SUBJECT: APPROVAL OF PROCLAMATION ENDORSING OCTOBER 4-10, 2020 AS FIRE PREVENTION WEEK AND OCTOBER AS FIRE PREVENTION MONTH



RECOMMENDATION

The Board of Directors approves the proclamation (Attached) endorsing October 4-10, 2020 as Fire Prevention Week and October as Fire Prevention month.

BACKGROUND/ANALYSIS

The Fire Marshals Association of North America, now the International Fire Marshals Association, sponsored the first Fire Prevention Day on October 9, 1911. Nine years later, President Woodrow Wilson issued the first proclamation declaring October 9 as Fire Prevention Day. In 1925, President Calvin Coolidge declared the week of October 9 as National Fire Prevention Week. And according to the National Archives and Records Administration's Library Information Center, Fire Prevention Week is the longest running public health and safety observance on record.

Each year, the National Fire Protection Association (NFPA) sponsors Fire Prevention Week and establishes a theme. With COVID-19 keeping people in their homes and the holidays just around the corner, this year's theme is "Serve Up Fire Safety in the Kitchen."

In July 2020, NFPA published a *Home Cooking Fires* report indicating that cooking activities in the home, during 2014-2018, were the leading cause of reported home fires and injuries and the second leading cause of home fire fatalities. Cooking caused an average of 172,900 reported home structure fires per year representing 49% of all reported home fires in the US. Unattended cooking was the leading cause of these fires representing 31%. These statistics represent an average 550 civilian deaths and \$1.2 billion in direct property loss annually. This year's fire prevention week will focus on safety tips such as to stay alert, never leave cooking unattended, and keeping combustibles at least three feet away from hot appliances.

The public is encouraged to take personal steps to increase their safety from fire and to continue to support the safety activities and efforts of the Cosumnes Fire Department, including following us on Facebook for virtual fire safety campaigns and to visit NFPA's website for Fire Prevention Week 2020-for additional educational materials and videos to support the whole family.

FINANCIAL ANALYSIS

There are not any financial impacts in proclaiming October 4-10, 2020 as Fire Prevention Week and October as Fire Prevention Month.

SUSTAINABILITY ANALYSIS

There are not any environmental impacts in proclaiming October 4-10, 2020 as Fire Prevention Week and October as Fire Prevention Month.

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

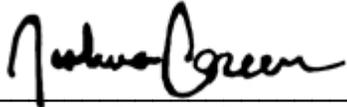
Respectfully submitted,



Michael W. McLaughlin
Fire Chief

Attachment A: Proclamation

Staff Report recommendation authorized by:



Joshua Green, General Manager

Approved as to Form:



Sigrid Asmundson, General Counsel

Attachment A



COSUMNES COMMUNITY SERVICES DISTRICT

PROCLAMATION

OCTOBER 4-10, 2020 AS FIRE PREVENTION WEEK

WHEREAS, the Cosumnes Fire Department is committed to protecting those who live and visit our community from the hazards of fire; and

WHEREAS, fire is a significant public safety concern both locally and nationally, and homes are the locations where people are at greatest risk from fire; and

WHEREAS, home fires killed 2,630 people in the United States in 2017, according to the National Fire Protection Association (NFPA), and

WHEREAS, cooking is the leading cause of home fires in the United States where fire departments responded to more than 172,900 annually resulting in an average of 550 deaths, between 2014 and 2018; and

WHEREAS, two of every five home fires start in the kitchen with 31% of these fires resulting from unattended cooking; and

WHEREAS, residents should stay in the kitchen when cooking, keep a three-foot kid-free zone around cooking areas, and keep anything that can catch fire away from stove tops; and

WHEREAS, Elk Grove and Galt residents should practice their home fire escape plan; and

WHEREAS, Elk Grove and Galt residents should install smoke alarms in every sleeping room, outside each separate sleeping area, and on every level of the home; and

WHEREAS, Elk Grove and Galt first responders are dedicated to reducing the occurrence of home fires and home fire injuries through prevention education; and

NOW, THEREFORE, the Board of Directors of the Cosumnes Community Services District does hereby proclaim October 4-10, 2020 as **FIRE PREVENTION WEEK** throughout this District and urges all residents of our jurisdiction to check their kitchens for fire hazards, to stay alert, to use safe cooking practices, and to support the many public safety activities and efforts of the Cosumnes Fire Department.

DONE AND PROCLAIMED this 16th 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 16, 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 CONCRETE PROJECTS

RECOMMENDATION

The Board of Directors:

- 1) Awards a two-year agreement, with an optional one-year extension for sidewalk repairs and installation throughout the District to All-American Construction, Inc. for the following amounts:
 - a. Contract year 1 (\$200,000) and year 2 (\$209,375) pending FY 2021/22 budget approval. Total for the two-year agreement is \$409,375 plus 10% contingency.
 - b. Contract year 3 agreement amount to be determined pending sidewalk inspections. Staff will return to the Board for approval of the year 3 agreement amount.
- 2) Authorizes the General Manager to execute Completion Notices upon acceptance of the project.

BACKGROUND/ANALYSIS

The Fiscal Year 2020-21 Park Maintenance Management Plan identifies sidewalk repair and installation projects necessary for ongoing upkeep and infrastructure improvement. These projects ensure asset longevity and safety compliance. The District is responsible for maintaining safe sidewalks in areas owned and maintained by the District, and Park & Golf Operations staff inspect sidewalks every four years, and more frequently in locations with prominent tree root damage. Sidewalks in need of repair or replacement are inventoried using the District's GIS-based sidewalk inspection program. Sidewalks in need of replacement are temporarily repaired to provide safe pedestrian access until sidewalk removal and replacement is scheduled. The vast majority of sidewalk issues involve areas of sidewalks being lifted by tree roots.

The project was advertised in the Daily Journal and District Website, beginning August 3, 2020. The work to be performed under this agreement includes the furnishing of all labor, materials, equipment, transportation, permits, utilities, and services necessary for concrete sidewalk and walkway removal and replacement at various locations throughout the District. Bids were opened on August 26, and the District received the following seven bids:

Bidder	Bid Amount
All-American Construction, Inc.	\$409,375.00
AJ Concrete & Landscape	\$424,375.00
Sierra National Construction, Inc.	\$434,375.00
NFB Engineering	\$612,500.00
Diede Construction, Inc.	\$671,425.00
BOBO Construction, Inc.	\$675,000.00
B&M Builders	\$987,500.00

All-American Construction was the lowest responsive bidder, and has previously completed acceptable sidewalk and concrete related work for the District.

FINANCIAL ANALYSIS

The FY 2020-21 Landscape & Lighting budget identifies \$200,000 for this project. Funding for FY 2021-22 concrete projects will be requested during budget development and will include an additional \$209,375 from Benefit Zones where sidewalk repairs are needed. Staff is requesting an additional 10% (\$40,938) in contingency for unforeseen problems such as unsuitable soil or additional work that may be required. The total amount for year 1 and 2 is not to exceed \$450,313. There is no impact to the District's General Fund.

This project is essential as staff implement the 2018 Plan for Play Master Plan. This recommendation is in line with the Parks and Recreation's Strategic Plan Objective 4.1, Deploy staff and contracted resources to deliver high quality service and excellent long-term value, and 4.7, develop and implement best practices for safety of both public and staff.

SUSTAINABILITY ANALYSIS

Contractors are required to follow all District environmental requirements in regards to the disposal and mixing of concrete products related to the replacement of sidewalks. Therefore there is no impact to the District's environmental sustainability practices as a result of the award of this contract.

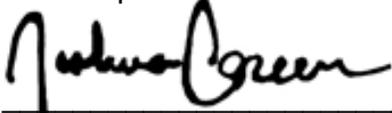
Should you have any questions, please contact me prior to the Board meeting.

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 16, 2020
TO: Board of Directors
FROM: Mike McLaughlin, Fire Chief
BY: Troy Bair, Deputy Fire Chief
 Rick Clarke, Assistant Fire Chief, EMS



SUBJECT: RESOLUTION NO. 2020-46 AUTHORIZING GENERAL MANAGER TO EXECUTE AGREEMENT WITH SACRAMENTO COUNTY FOR COVID-19 RESPONSE UNITS

RECOMMENDATION

The Board of Directors approves Resolution No. 2020-46 authorizing the General Manager to execute an agreement with Sacramento County for COVID-19 Response Units.

BACKGROUND/ANALYSIS

On March 27, 2020, the Coronavirus Aid, Relief, and Economic Security Act, or CARES Act, was passed by Congress and signed by the U.S. President. The purpose of the CARES Act is to provide federal funding to state and eligible local governments to cover expenses that: (a) are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19); (b) were not accounted for in the budget approved prior to adoption of the CARES Act; and (c) were incurred during the period between March 1, 2020 and December 30, 2020.

Sacramento County, as an eligible local government, receives CARES Act funding and intends to use it, in part, to assist with funding COVID-19 Response Units, which will be deployed to long-term care facilities for COVID-19 testing.

Sacramento County is seeking to enter into agreements with the fire agencies in the Sacramento region, including the Cosumnes Community Services District, to provide COVID-19 Response Units and to reimburse the District for costs associated with those COVID-19 Units. The District has not yet received a copy of the agreement; however, the County requires a resolution from the District authorizing the negotiation and execution of an agreement by an authorized officer in order to start the contract process.

The resolution authorizes the General Manager to negotiate and execute, on behalf of the District, a contract with Sacramento County for COVID-19 Response Units. It additionally authorizes the General Manager to take all actions and execute all documents necessary to provide COVID-19 Response Units including, without limitation, to authorize the submission for reimbursement and other financial reports, as required.

The County desires to begin deploying COVID-19 Response Units in September.

FINANCIAL ANALYSIS

There is no financial impact as Sacramento County will reimburse the District for the cost of the COVID-19 Response Units.

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.

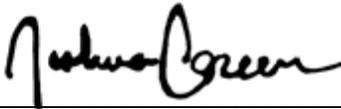
Respectfully submitted,



Mike McLaughlin
Fire Chief

Staff Report recommendation authorized by:

Approved as to form:



General Manager



District Counsel

Attachment A

RESOLUTION NO. 2020-46

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE COSUMNES COMMUNITY SERVICES DISTRICT AUTHORIZING THE GENERAL MANAGER TO EXECUTE AN AGREEMENT WITH SACRAMENTO COUNTY FOR COVID-19 RESPONSE UNITS

WHEREAS, on March 27, 2020, the Coronavirus Aid, Relief, and Economic Security Act, or CARES Act, was passed by Congress and signed by the U.S. President; and

WHEREAS, the purpose of the CARES Act is to provide federal funding to state and eligible local governments to cover expenses that: (a) are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19); (b) were not accounted for in the budget approved prior to adoption of the CARES Act; and (c) were incurred during the period between March 1, 2020 and December 30, 2020; and

WHEREAS, Sacramento County receives CARES Act funding and intends to use it, in part, to assist with funding COVID-19 Response Units, which will be deployed to long-term care facilities for COVID-19 testing; and

WHEREAS, Sacramento County is seeking to enter into agreements with the fire agencies in the Sacramento region, including the Cosumnes Community Services District, to provide COVID-19 Response Units and to reimburse the District for costs associated with those COVID-19 Units.

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

Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference

Section 2. Agreement with Sacramento County. The Board of Directors determines that it is in the best interest of the community to provide COVID-19 Units and, in order to provide this service, enter into an agreement with Sacramento County for this purpose.

Section 3. Necessary Acts. The General Manager is hereby authorized and directed to negotiate and execute, on behalf of the District, an agreement with Sacramento County for COVID-19 Response Units, and to take all actions and execute all documents necessary to carry out the intent and purpose of this Resolution including, without limitation, to submit claims for reimbursement and other financial reports as required.

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

Section 5. Signatures. The signatures below are the true and correct signatures of the designated individuals.

PASSED AND ADOPTED by the Board of Directors of the Cosumnes Community Services District, this 16th day of September, 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Orlando Fuentes, President

ATTEST:

Joshua Green, Secretary



STAFF REPORT

DATE: September 16, 2020
TO: Board of Directors
FROM: Sigrid Asmundson, District Counsel

SUBJECT: TERMINATION OF GALT REDEVELOPMENT AGENCY/COSUMNES COMMUNITY SERVICES DISTRICT SETTLEMENT AGREEMENT

RECOMMENDATION

The Board of Directors:

1. Approves the Agreement to Terminate Settlement Agreement
2. Authorizes the General Manager to execute the Agreement and take all actions necessary in furtherance of this action

BACKGROUND/ANALYSIS

In the 1980s, the City of Galt (“City”) adopted a Redevelopment Plan for the Galt Redevelopment Project area and created the Redevelopment Agency for the City of Galt. In 2007, the City adopted an amendment to the Redevelopment Plan. The District filed a lawsuit against the City seeking to invalidate the amendment, contending that the amendment violated the California Community Redevelopment Law, and that it significantly impacted the District’s ability to provide services to the City and develop necessary capital facilities.

The City and District entered into a Settlement Agreement, dated November 18, 2008 (“Settlement Agreement”), to resolve the litigation. Under the Settlement Agreement, the City agreed to pay a portion of the property taxes collected by the Redevelopment Agency pursuant to Health and Safety Code Section 33670, known as “tax increments,” to the District.

In 2011, the State Legislature dissolved all redevelopment agencies throughout the state, effective February 1, 2012 (“Dissolution Law”). All rights, assets and obligations of the former Redevelopment Agency were transferred, by law, to its “successor agency.” The City opted to be that successor agency. The City, as successor agency, took on the responsibility of the Settlement Agreement. Due to the dissolution of the Redevelopment Agency, the District also receives a portion of the tax increments as a “taxing entity.” Although by law this portion is allocated based on that taxing entity’s percentage of general property taxes, because of the Settlement Agreement the District’s payments must take into account its percentage as a taxing entity, which is credited against the Settlement Agreement payments.

In 2018, as part of a review of the Settlement Agreement calculations, the Sacramento County Auditor-Controller disputed the City’s method of calculating payments. After numerous discussions between the City, the Auditor-Controller and the District, the parties still disagree as to the correct method of calculating the District’s payments under the Settlement Agreement or if the Settlement Agreement is valid under the Dissolution Law.

The City's current method of calculating payments under the Settlement Agreement results in a payment that is equivalent to what the District would receive as a taxing entity if the Settlement Agreement did not exist. Staff believes that in the interest of working with our partner agencies, reducing staff time and costs associated with continuing to calculate Settlement Agreement payments, and avoiding costly litigation to resolve the method of calculation, the parties terminate the Settlement Agreement.

FINANCIAL ANALYSIS

If the Settlement Agreement is terminated, the District will continue to receive a percentage of tax increments as a taxing entity based on its allocated percentage of property tax. Staff estimates that this amount is equivalent to the amount currently received by the District under the Settlement Agreement, but that termination of the Settlement Agreement will simplify the calculation process and save on staff costs for both the City and the District.

SUSTAINABILITY ANALYSIS

The Settlement Agreement is primarily a financing arrangement and its termination has no impact on the District's sustainability practices.

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

Respectfully submitted,



Sigrid Asmundson
District Counsel

Attachment A: Agreement to Terminate Settlement Agreement

Staff Report recommendation authorized by:



General Manager

Attachment A

AGREEMENT TO TERMINATE SETTLEMENT AGREEMENT

THIS TERMINATION AGREEMENT (“Termination Agreement”), dated as of September 16, 2020 (“Effective Date”), is entered into by and between the CITY OF GALT, a California municipal corporation, in its capacity as the City of Galt and in its capacity as the Successor Agency to the Redevelopment Agency of the City of Galt, a public body, corporate and politic (collectively, “City”), and the COSUMNES COMMUNITY SERVICES DISTRICT, a community services district formed pursuant to Government Code section 61000 *et seq.* (“District”). City and District may be referred to herein individually as a “Party” and collectively as the “Parties.”

RECITALS

A. City and District entered into the Settlement Agreement, dated November 18, 2008 (“Settlement Agreement”), in settlement of a dispute arising from and related to the City’s July 3, 2007 approval of an amendment to the Redevelopment Plan for the Galt Redevelopment Project.

B. Pursuant to Part 1.85 of Division 24 of the California Health and Safety Code and subsequent related court decisions, including *Community Redevelopment Association v. Matosantos* (2011) 53 Cal.4th 231 (collectively, “Redevelopment Dissolution Law”), the former Redevelopment Agency of the City of Galt was dissolved as of February 1, 2012, and the City, as Successor Agency, became responsible for paying the enforceable obligations disposing of the properties and other assets, and unwinding the affairs of the former Redevelopment Agency of the City of Galt.

C. The Parties now desire to terminate the Settlement Agreement pursuant to the terms and conditions of this Termination Agreement and hereby find and determine that such termination is in the best interest of the Parties, and that such termination reduces liabilities and increases net revenues to the taxing entities.

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein, the Parties hereby agree as follows:

AGREEMENT

1. Termination of Agreements. City and District hereby agree the Settlement Agreement is terminated, and of no further force and effect, as of the Effective Date.

2. Release of Liability. Each Party hereby acknowledges and confirms that from and after the Effective Date no Party shall have any further obligations to any other Party arising from or related to the Settlement Agreement.

3. Successors and Assigns. This Termination Agreement shall be binding upon and shall inure to the benefit of City and District, and their respective successors and permitted assigns.

4. Counterparts. This Termination Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed as original, but all of which together shall constitute one and the same agreement. Facsimile or PDF signatures shall be deemed original.

5. Governing Law. This Termination Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of California, without regard to principles of conflicts of laws.

6. Documentation. Each Party shall execute and deliver such additional instruments, agreements, and documents and take such other actions as any other Party may reasonably require in order to carry out the intent and purpose of this Termination Agreement.

7. Severability. If any term or provision of this Termination Agreement shall be held invalid or unenforceable, the remainder of this Termination Agreement shall not be affected.

8. No Third Party Beneficiaries. This Termination Agreement is solely for the benefit of Lessee and Lessor and their successors and permitted assigns and no right or cause of action shall accrue by reason hereof for the benefit of any third party not a party hereto.

9. Entire Agreement. This Termination Agreement constitutes the entire understanding between the Parties with respect to the subject matter hereof and supersedes all negotiations, prior discussions and prior agreements and understandings relating to such subject matter.

10. Fees and Costs. Except for the legal fees and costs that are the responsibility of Lessee pursuant to the Lease, all Parties shall bear their own fees and costs incurred in connection with and the obligations set forth herein.

[signatures on following pages]

**SIGNATURE PAGE TO
AGREEMENT TO TERMINATE SETTLEMENT AGREEMENT**

IN WITNESS WHEREOF, the Party below has executed this Termination Agreement as of the Effective Date.

CITY OF GALT, a California municipal corporation

SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF GALT, a public body, corporate and politic

Lorenzo Hines Jr.
City Manager

Lorenzo Hines Jr.
Executive Director

Attest:

Attest:

Tina Hubert, CMC
City Clerk

Tina Hubert
Secretary to the Board

Approved as to form:

Approved as to form:

Kimberly Hood
Interim City Attorney

Kimberly Hood
Agency Counsel

**SIGNATURE PAGE TO
AGREEMENT TO TERMINATE SETTLEMENT AGREEMENT**

IN WITNESS WHEREOF, the Party below has executed this Termination Agreement as of the Effective Date.

COSUMNES COMMUNITY SERVICES DISTRICT

Joshua Green
General Manager

Attest:

Elenice Gomez
Clerk to the Board

Approved as to form:

Sigrid Asmundson
District Counsel

**EXHIBIT A
TO
AGREEMENT TO TERMINATE SETTLEMENT AGREEMENT**

Settlement Agreement dated November 18, 2008

[attached behind this cover page]

STAFF REPORT

DATE: September 16, 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 HISPANIC HERITAGE MONTH SEPTEMBER 15 – OCTOBER 15, 2020



RECOMMENDATION

The Board of Directors approves a proclamation (**Attachment**) celebrating Hispanic Heritage Month September 15-October 15, 2020.

BACKGROUND/ANALYSIS

Cosumnes Community Services District (District) will be joining organizations across the United States, celebrating September 15 – October 15, 2020 as Hispanic Heritage Month. This year’s theme, “Hispanic Americans: A History Serving our Nation,” will celebrate the legacy of Hispanic Americans who continue to serve in significant and enduring ways.

This celebration began in 1968 as Hispanic Heritage Week under President Johnson and was expanded by President Reagan in 1988 to cover a 30-day period starting on September 15 and ending on October 15.

There are many remarkable Hispanic leaders who serve as civil rights leaders and community organizers, politicians, educators, journalists, first responders, artists, healthcare professionals, athletes, inventors, entertainers and more. During Hispanic Heritage Month, we would like to take the time to educate and recognize individuals who helped progress the Hispanic communities. Many remarkable influential leaders who paved the way for a better life include leaders such as Gloria Anzaldua, Dolores Huerta, Juan Baez, Cesar Chavez, Berta Caceres, Juan Felipe Herrera, Sylvia Mendez, Rodolfo “Corky” Gonzales, Sofia Cruz and Sandra Cisneros.

September 15, 2020 marks the beginning of Hispanic Heritage Month, providing the District an opportunity for recognition, education and celebrations. The District celebrates the positive contributions of the Hispanic community and advocate for equality and equal rights for all. We invite all members of our community to join us in learning about the generations of Hispanic Americans who have positively enriched our community and society.

FINANCIAL ANALYSIS

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

SUSTAINABILITY ANALYSIS

This request has no impact on the District sustainability practices.

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

Respectfully submitted,



Nitish Sharma,
Chief Administrative Officer

Attachment: Proclamation Celebrating Hispanic Heritage Month

Staff Report recommendation authorized by:



General Manager

Approved as to Form:



General Counsel

Attachment A



COSUMNES COMMUNITY SERVICES DISTRICT

PROCLAMATION

HISPANIC HERITAGE MONTH MES DE LA HERENCIA HISPANA

SEPTEMBER 15 - OCTOBER 15

WHEREAS, Cosumnes Community Services District is welcoming and inclusive and dedicated to improving the quality of life for those we serve; and

WHEREAS, what began in 1968 as Hispanic Heritage Week under President Johnson and was expanded by President Reagan in 1988 to cover a 30-day period starting on September 15, the United States observes Hispanic Heritage Month; and

WHEREAS, Hispanic Heritage Month celebrates the histories, cultures and contributions of those whose ancestors were indigenous to North America as well as Spain, Mexico, the Caribbean, and Central and South America; and

WHEREAS, the purpose of Hispanic Heritage Month is to create awareness of the contributions of people of Hispanic Heritage to the American culture. Many people of Hispanic Heritage serve as civil rights leaders and community organizers, politicians, teachers, journalists, first responders, artists, healthcare professionals, athletes, inventors, entertainers, and more; and

WHEREAS, Hispanic Heritage Month is tied to the celebration of the rich tapestry of our community and reflects an array of distinct cultures;

NOW, THEREFORE, the Cosumnes Community Services District Board of Directors do hereby proclaim September 15 - October 15 as Hispanic Heritage Month and invite the community to learn more of the Hispanic culture, people, traditions and values that have positively enriched our community.

**HISPANIC HERITAGE MONTH
SEPTEMBER 15 – OCTOBER 15**

DONE AND PROCLAIMED this 16th 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 16, 2020
TO: Board of Directors
FROM: Joshua Green, General Manager
BY: Carolyn Baptista, Sr. Management Analyst
SUBJECT: APPROVAL OF DISTRICT POLICIES



RECOMMENDATION

The Board of Directors adopts Resolution No. 2020-45 (**Attachment**) approving various Section 2100 Financial Management District policies.

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. These policies have been through the review process and are now ready for adoption. It is the recommendation for the Board to adopt Resolution 2020-45 approving the District policies listed below:

- 2100 Treasury
- 2105 Accounts Receivable
- 2107 Reimbursements
- 2110 Accounts Payable
- 2114 Procurement Card
- 2116 Acquisition of Assets
- 2118 Expenditure Authorization
- 2135 Debt Management
- 2142 Sponsorship
- 2180 Annual Disclosure

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 2020-45 Adopting District Policies

Staff Report recommendation authorized by:



General Manager

Approved as to Form:



General Counsel

Attachment A

RESOLUTION NO. 2020-45

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
COSUMNES COMMUNITY SERVICES DISTRICT ADOPTING VARIOUS DISTRICT
POLICIES WITHIN SECTION 2100: FINANCIAL MANAGEMENT**

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 various the District Policies listed within Section 2100: Financial Management 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 16th day of September 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Orlando Fuentes, President

ATTEST:

Joshua Green, Secretary

RESOLUTION NO. 2020-45

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
COSUMNES COMMUNITY SERVICES DISTRICT ADOPTING VARIOUS DISTRICT
POLICIES WITHIN SECTION 2100: FINANCIAL MANAGEMENT**

EXHIBIT "A"

2100: FINANCIAL MANAGEMENT

- 2100 Treasury
- 2105 Accounts Receivable
- 2107 Reimbursements
- 2110 Accounts Payable
- 2114 Procurement Card
- 2116 Acquisition of Assets
- 2118 Expenditure Authorization
- 2135 Debt Management
- 2142 Sponsorship
- 2180 Annual Disclosure

TREASURY MANAGEMENT

Policy # **2100**

Original Effective Date: 09/16/2020

Revision Date:

Type of Policy: BOARD DISTRICT FIRE PARKS

POLICY

2100.1 Cosumnes Community Services District (“District”) shall uphold the highest standards of treasury management including internal controls, financial procedures, and reporting protocols.

PURPOSE AND SCOPE

2100.2 The District is committed to providing transparent and efficient use of all government funds. Therefore, it is critical that all District treasury management controls, procedures, and reporting standards be adequately prescribed and available to District personnel and the public.

2100.3 This policy applies to all District elected officials, executives, employees, interns, volunteers, contractors, vendors, suppliers, members of the public, and other persons who participate in District programs and services.

APPLICATION / PROCEDURE

2100.4 Definitions:

- a. Automated Clearing House (“ACH”): Refers to payments made via direct deposit and should be set up in the vendor master that denotes this payment method.
- b. Bank Codes
 1. ABA: American Banking Association
 2. BIC: Business Identifier Code
 3. IBAN: International Business Account Number
 4. IRC: International Routing Codes
 5. SWIFT: Society of Worldwide Interbank Financial Telecommunications.
- c. Banking Information: Information from the payee or their bank regarding their account; including bank name, account name, account number, routing number, bank contact information and any other information necessary to transmit funds.

- d. Electronic Funds Transfer (“EFT”): The electronic exchange (transfer of money from one bank account to another), either within a single financial institution or across multiple institutions, through computer-based systems. Wire transfers and ACH payments are examples of EFTs.
- e. Wire Request Form: This form includes all required information necessary to complete the wire. It should be completed by the department, signed by the Department Head or designee and submitted to the Finance Division.
- f. Wire Transfer: An electronic transfer of funds from one bank account to another initiated directly with the payer’s bank.

2100.5 Treasury Management

- a. The General Manager, as Chief Executive Officer, of the District shall appoint the District Treasurer to carry out the functions of the District as directed by the California Government Code Section 53646.
- b. The job description for the position serving as the Treasurer is recommended by the General Manager and approved by the District Board of Directors (“Board”).
- c. Effective October 23, 2019 the General Manager has recommended, and the Board of Directors has approved the Chief Administrative Officer (“CAO”) to serve as the “District Treasurer and Chief Financial Officer” (“Treasurer”) of the District.
- d. The Treasurer shall review the list of authorized signers of the treasury functions pursuant to California Government Code Section 53646. All changes to the list of authorized signers shall be approved in writing by the General Manager.

2100.6 Revenue (Cash) Collection

- a. The Treasurer must ensure that all District revenues are collected, receipted, and deposited in a timely and orderly manner, preferably the day of receipt for large dollar items.
- b. This function includes supervision of local tax collections, such as property taxes, coordinating with County, State and Federal Offices through whom local revenues flow, and the collection of fees for services and regulatory functions.
- c. The Treasurer designee, the Finance Manager, shall manage all the cash receipts and communicate any losses greater than \$100.00 to the Treasurer.

2100.7 Cash Management

- a. A fundamental tenant of prudent public cash management dictates that investment returns are subordinate to safekeeping the cash and maintaining the cash flow requirements needed by the organization. Scheduling the timing of key expenditures and revenues, accelerating the collection of revenues where possible

and maximizing cash flow through various portfolio management techniques is critical to the proper handling of the cash management function. Budgetary actions that adversely affect and impair cash flow shall be directed to the Treasurer for reconsideration.

- b. The Treasurer shall keep a minimum balance of \$1.0 million in the “liquid” account to ensure that the District disbursements are cleared without any overdraft.
 1. The Finance Manager may advise the Treasurer to increase the amount to account for large expenditures related to lump sum pension payments, capital improvement project invoices, or large debt service payments.
 2. The liquid balance shall not exceed greater than \$5.0 million unless a written authorization is received from the General Manager.

2100.8 Fiduciary Responsibility

- a. Under California state law, the legislative body of a local agency serves as a trustee and, thereby, bears a fiduciary responsibility for the proper investment of public funds made by the agency.
 1. While the legislative body may delegate the authority to invest the agency’s funds to a treasurer for a period of one year, the legislative body continues to act as fiduciary.
- b. The State Government Code Section 53646 requires that the Treasurer must annually render to the legislative body a statement of investment policy.
- c. The Treasurer shall provide to the legislative body, not less than quarterly, a Treasurer’s report on all investment transactions for the period and all securities which have a maturity greater than one year.
 1. This report must include the type of investment, issuer, date of maturity, par value and dollar amount invested on all securities, investments and moneys held by the local agency, and shall additionally include a description of any of the local agency’s funds, or investments that are under the management of contracted parties, including lending programs.
 2. The report must also include a current market value as of the date of the report and must include the source of this same valuation.
 3. The report must also state whether the portfolio is in compliance with the statement of investment policy, or manner in which the portfolio is not in compliance.
- d. The “Treasurer’s Handbook” from the California Municipal Treasurer’s Association shall be made available by the Treasurer to the District Counsel for reference to the legal duties associated with the office of Treasurer.

2100.9 District Finance Division Controls

- a. The District Finance Division (“Finance”) represents a unified, integrated financial center with responsibility for financial matters affecting all departments and activities of the District.
- b. The CAO shall be responsible for implementing and enforcing the policies found in the 2100 series “Financial Management”.
- c. The General Manager shall appoint the organizational positions within the District with access to specific financial functions and controls. Effective October 23, 2019 the General Manager has authorized the following:
 1. Full Treasury functions (District bank accounts):
 - i. General Manager
 - ii. Chief Administrative Officer
 - iii. Finance Manager (in the absence of the General Manager and CAO)
 2. Signers on District bank accounts:
 - i. General Manager
 - ii. Chief Administrative Officer
 3. Approval or Initiation of wire transfers:
 - i. General Manager
 - ii. Chief Administrative Officer
 - iii. Finance Manager (in the absence of the General Manager and CAO)
 4. Approval or Initiation of Accounts Payable ACH and Payroll ACH
 - i. General Manager
 - ii. Chief Administrative Officer
 - iii. Finance Manager (in the absence of the General Manager and CAO)

2100.10 District Finance Division Responsibilities

- a. Legal Responsibilities: The Finance Division is required to maintain certain financial records and to prepare financial reports. Although the statutory duties may vary in individual cases, there must be a complete set of accounting records

for all functions and activities performed by the governmental unit, with responsibility for such records and accountability generally assigned to the CAO or designee. These records must reflect compliance with legal requirements and be in accordance with generally acceptable government accounting standards. These reporting standards are established by the Government Accounting Standards Board (“GASB”), which is recognized as the governmental organization that creates accounting reporting standards for state and local governments.

- b. **Governmental Accounting:** This broad term generally defines the type of accounting used to account for financial transactions by a governmental entity. Performance of governmental accounting functions and proper maintenance of the entity’s accounting records is one of the most basic functions of the Finance Division. Through the application of generally accepted accounting principles (“GAAP”) and implementation of reporting standards promulgated by GASB, the Finance Division should develop the appropriate financial policies and systems of internal control to ensure the proper performance of its governmental accounting duties. The CAO serves as the Chief Financial Officer for the District. As such, the CAO must have centralized supervision and control of all accounting and financial records of the governmental unit. By utilizing these accounting and financial records, the CAO is also responsible for the timely issuance of all financial reports to the legislative body and other interested parties.
 1. In addition to maintaining financial records in conformity with GAAP, GASB and in compliance with State and Federal Laws, the Finance Division’s purpose is to provide the Board, General Manager and Strategic Management Team with financial information on a timely and meaningful basis to facilitate effective financial decision-making and efficient utilization of public resources.
- c. **Analysis and Interpretation:** The analysis and interpretation of financial and economic data is inherent in the Finance and the Treasurer’s functions. However, further responsibility must be assumed by the CAO in the preparation of evaluations and reports that are timely, meaningful, transparent, and assist other departments, the General Manager and Board in making practical financial decisions.
- d. **Budget Preparation and Administration:** The CAO will be responsible for furnishing previous expenditure records, revenue projections and for exercising day-to-day expenditure controls. The CAO is also responsible for reviewing the budget preparation procedures and recommending any improvements from time-to-time as may be appropriate. See District Policy, Budget Preparation/Process (2125) for additional information.
- e. **Auditing:** The CAO shall develop and maintain a proper internal auditing control structure. These controls, based on proper accounting procedures, should provide the appropriate level of internal controls necessary to manage municipal assets in such a manner as to prevent fraud, misuse, misapplication, or manipulation of District funds.

- f. **Financial Planning and Debt Administration:** The CAO should assist in the constant review and monitoring of current revenue policies and trends. The CAO should be alert to recognize the need for new revenue or the necessity to adjust revenue sources to meet changing conditions and to report the findings and recommendations to the appropriate department directors for their action. The CAO is responsible for the preparation and interpretation of financial data for short term plans and programs.

In addition, the CAO will maintain long-term financial plans that project major revenue and expenditures and identify long-range plans for a minimum of five years. The District will proactively plan for potential liabilities (e.g., leave payments, pension plan costs, retiree health costs) in the long-term financial plan. The financial plans will be updated and reviewed by the Board annually.

The CAO should be prepared, when necessary, to accept the responsibility for determining the most appropriate method of borrowing funds and must insure that debt schedules are met, and that the credit rating of the municipality is maintained at the highest possible level. See District Policy, Debt Management (2135) for additional information.

- g. **Purchasing:** The CAO, in the role of Chief Financial Officer, shall exercise the controls in place to ensure the goods and services purchased are for District activities. See District Policy, Purchasing (2112) for additional information.
- h. **Training:** The CAO, in the role of the Chief Financial Officer/Treasurer shall keep up the regular trainings and updates of the investment requirements consistent with the State of California Government Code.

2100.11 Electronic Funds Transfers (“EFT”) and Wire Payments

- a. Electronic Funds Transfers (“EFTs”) and wire transfers shall be initiated, executed, and approved in a secure manner. This section establishes requirements with respect to domestic and international payments via wire transfer for payments of District obligations to vendors and for domestic payments of District obligations utilizing EFT for payments.
- b. All other policies and procedures in relation to the purchase of goods and/or services must be adhered to.
- c. All EFT and wire transfer requests will be coordinated and submitted through the Finance Division. The CAO or designee will approve all new and changes to existing electronic funds transfer requests, ensuring that all required documentation is provided, and appropriate steps were taken to verify the request and banking account information is accurate and valid. A pre-note will be required for all new EFTs and a check will be issued for the first payment after the EFT form is processed. and appropriate steps were taken to verify the request and banking account information is accurate and valid. A pre-note will be required for all new

EFTs and a check will be issued for the first payment after the EFT form is processed.

d. Responsibilities for EFT or wire payments:

1. The Finance Division is responsible for initiating the release of EFTs on behalf of the District. Two separate individuals are required to initiate and release wire transfer payments through the District's banking partner's computer-based system; one to initiate the wire transfer and one to transmit/approve. The Finance Division also has the responsibility to confirm EFT instructions with specific departments and individuals if there is any question as to the validity of the EFT request. Staff in this Division are responsible for ensuring that proper documentation, authorization, and accounting information are provided and accompany any EFT or wire payment instructions.
2. Divisions or Departments are responsible for obtaining and submitting proper support and approvals, including the completed and approved Wire Transfer Request Form to the Finance Department at least one business day prior to payment being needed.

e. To promote the security of District funds, the following procedures will be adhered to by all District employees requesting payments via wire and all District employees involved in processing payments via EFT:

1. The procedure to initiate an EFT or a wire is subject to the same financial policies, procedures and controls that govern disbursement by any other payment mechanism.
2. EFT transactions will not be made without proper authorization of affected parties in accordance with federal and state statutes and accepted business practices.
3. Authentication of new EFT requests and changes to existing EFTs are required prior to the transaction being input into the computer-based banking system and includes the following steps:
 - i. Contact the supplier or requester directly by phone to confirm any requests for payment method or payment instruction changes. Do not use the contact information provided on the request to change payment method or payment instructions; do use contact information known to be genuine such as the contact information in your master supplier file or information collected from the original contract or invoice. Have the contact confirm existing payment instructions on file prior to making changes to those instructions (i.e. current bank account and routing number provided in original instructions).
 - ii. Verify the new information provided on the payment instructions

provided with the known contact (i.e. contact bank to confirm correct account name, number and routing information).

- iii. Document the verification process that was followed to validate payment instructions. The person responsible for entering/updating wire instructions and the person approving new/updated wire instructions must approve the record of verification. A record of the verification must be maintained in accordance with record retention policies.
 - iv. Validate all new electronic payment instruction requests received even if the request is internal.
4. When wire payments are approved, they will be set up as a template in the computer-based banking system and cannot be altered by those assigned to use it. The set-up and modifications to these templates will require approval by authorized District signatories.
 5. When EFT forms are approved, they will be set-up in the vendor master database in the financial accounting system by individuals authorized to perform vendor maintenance.
 6. A wire transfer of funds in payment of an obligation of the District will only be used when the situation requires immediate funds to settle a transaction or is required by a financial institution, such as debt service. If a more inexpensive mechanism can be utilized to effect payment of the obligation (i.e. EFT or paper check), the Finance Division shall reserve the right to effect payment with a more inexpensive mechanism.
 7. Bank balances will be monitored daily for unusual or unexpected transactions.
 8. Bank statements shall be opened by an Accounting Assistant who does not have access to any bank information.
 9. Bank Statement shall be stamped and delivered to the Accounting Specialist conducting the reconciliation.
 10. Reconciliation of banking activity to the general ledger will be accomplished in a timely manner with investigation and resolution of reconciling items. The bank reconciliation shall be complete by the 20th day of the following month and reviewed by the Finance Manager.
 11. The CAO shall sign-off on the bank reconciliation by the last day of the month.

REFERENCES

- 2100.12 California Government Code Section 53646
- 2100.13 Financial Management Policies (2100-2199)
- 2100.14 District Policy, Purchasing (2112)
- 2100.15 District Policy, Budget Preparation/Process Policy (2125)
- 2100.16 District Policy, Debt Management (2135)

ACCOUNTS RECEIVABLE

Policy # **2105**

Original Effective Date: 09/16/2020

Revision Date:

Type of Policy: BOARD DISTRICT FIRE PARKS

POLICY

2105.1 It is the intent of the Cosumnes Community Services District (“District”) to reflect the accurate value of its accounts receivable. All departments that provide goods and/or services to customers on a credit/reimbursement basis or are involved with invoicing sales, services, and assessments are required to utilize the approved financial system as authorized by the Finance Division. Efforts will be made for the timely collection of all accounts receivable.

PURPOSE AND SCOPE

2105.2 The purpose of this policy is to outline the accounts receivable function of the District, as well as to ensure that receivables are properly recorded and that funds are collected in an accurate manner. This policy is intended to provide safeguards for maintaining the quality and integrity of the accounts receivable system.

The District generates revenue through the sale of goods and services which enhance, promote, or support its emergency response, recreation, and other public services. Payments generated from these sales are credited to various departments to support their ongoing operations.

2105.3 This policy applies to any sale of goods or services provided by the District.

APPLICATION / PROCEDURE

2105.4 Definitions:

- a. Accounts Receivable (“AR”) or Receivable: money due to District for goods or services delivered or used but not yet paid for.
- b. Automated Clearing House (“ACH”): Refers to payments made via direct deposit and should be set up in the vendor master that denotes this payment method.
- c. Enterprise Resource Planning (“ERP”): a system of integrated software applications that standardizes, streamlines, and integrates business processes across finance, human resources, procurement, distribution, and other departments.
- d. Budget Control Officer (“BCO”): designated staff authorized to oversee and

approve a department or division budget.

- e. Payment: funds received within the District's AR system.
- f. Deposit: transfer of funds to District's financial institution.
- g. District Treasurer: as assigned per District Policy, Treasury Management (2100).

2105.5 Authority:

- a. The District Treasurer shall be responsible for the implementation and interpretation of this policy, as well as enforcement of the policy, in accordance with applicable rules and regulations that govern the District.
- b. The District Treasurer shall issue, maintain, and update any procedure, control and form needed to ensure compliance with this policy.

2105.6 Billing and Invoicing:

- a. In some cases, the District may provide goods or services which are extended on a "credit" basis whereby the recipient is billed, and payment is due on a future date.
- b. Departments may utilize the District's ERP system for billing/invoicing functions for receivables that are not otherwise captured by alternate District systems.
- c. The following provisions are applicable to all District billing and invoicing operations:
 - 1. All invoices prepared on behalf of the District must include proper record of goods/services provided such as date, unit, price, quantity, account number (if applicable), description, payment terms (ex: Net 30), contractual agreements etc.
 - 2. Copies of invoices created outside of the ERP system must be provided to Finance staff to provide notice of anticipated collections and to ensure funds are properly allocated once received.
- d. Recordkeeping for departmental invoices and collection efforts are the responsibility of the department's Budget Control Officer ("BCO") or designee(s). Designated staff within each department are responsible for the effective communication with debtors, third parties and the Finance Division, ensuring that accounts receivable are adequately reported, collected, or written off as appropriate.

2105.7 Payments:

- a. The following forms of payment may be accepted:
 1. Cash.
 2. Negotiable instruments including personal or business checks, cashier's checks, and money orders.
 3. Credit card.
 4. Debit card bearing the Visa, Mastercard, or Discover logo.
 5. Acceptance of an ACH or wire transfer may be granted on a case by case basis at the discretion of the District Treasurer.
- b. Refer to District Policy, Cash Handling (2150) for specific payment guidelines.

2105.7 Deposits:

- a. BCO's may authorize certain personnel within their department to deliver cash or check payments directly to Finance Division staff if the following provisions are met:
 1. A request to designate the individual has been made in writing and has been approved by the District Treasurer.
 2. The individual has successfully completed cash handling training.
 3. The BCO has implemented reasonable measures for recording, tracking, and securing funds received. See District Policy, Internal Control (2145) for more information about reasonable measures.
- b. Receipts for deposits must be obtained and properly documented. When a receipt cannot be obtained other reasonable measures must be taken to adequately document the deposit.

REFERENCES

- 2105.8 District Policy, Cash Handling Policy (2150)
- 2105.9 District Policy, Internal Control (2145)

REIMBURSEMENTS

Policy # **2107**
Original Effective Date: 09/16/2020
Revision Date:
Type of Policy: BOARD DISTRICT FIRE PARKS

POLICY

2107.1 Cosumnes Community Services District (“District”) employees will be reimbursed for business related expenses that cannot or were not paid directly by the District. The District will also reimburse business related expenses to volunteers who are authorized to act on behalf of the District.

PURPOSE AND SCOPE

2107.2 This policy and its application/procedure are intended to provide ease of use and consistency while maintaining prudent accountability.

2107.3 This policy applies to all District elected officials, executives, employees, interns, volunteers, contractors, vendors, suppliers, members of the public, and other persons who have authorization to make purchases on behalf of the District.

APPLICATION / PROCEDURE

2107.4 Definitions:

- a. Budget Control Officer (“BCO”): designated staff authorized to oversee and approve a department or division budget.
- b. Business Related Expenses: expenses incurred in the ordinary course of business which are necessary, appropriate, useful, and directly connected with or related to the job duties of the employee or the practice of the department’s services and program activities.

2107.5 All claims for reimbursement must be submitted on the District’s Check Request/Reimbursement Form. Requests should be received within 30 days following the event for which the expenses were incurred, unless policy states a specific reimbursement to have a different submittal date. If request is received after 30 days, authorization from the Department Head and Chief Administrative Officer are required. Supporting documentation must be attached to the form such as receipt, invoice, statement, contract, etc. Receipts and invoices must be itemized. The form must be completed in its entirety, approved by the appropriate staff listed on the form and the department’s BCO. The BCO will submit the completed form and its supporting documents to the Finance Division for payment.

- 2107.6 Under no circumstances is an employee allowed to approve their own Check Request/Reimbursement Form. If the employee requesting a reimbursement is the department's BCO, the employee must obtain approval of the reimbursement by the Department Head and Finance Manager.
- 2107.7 The following expenditures are examples of items or activities not considered a reasonable business related expense:
- a. Purchase of items for personal use.
 - b. Supplies for employee celebrations such birthday cake, party supplies, etc.
 - c. Gifts and gift cards.
 - d. Departmental breakfasts, lunches, or dinners.
 - e. Purchase of restricted commodities.
 - f. Cash advances or ATM transactions.
- 2107.8 All reimbursements are subject to audit by internal and external auditors and the Finance Division staff.
- 2107.9 For information related to reimbursement of expenses related to District Travel, see District Policy, Travel Expenses on District Business (2122).

REFERENCES

- 2107.10 District Policy, Accounts Payable (2110)
- 2107.11 District Policy, Travel Expenses on District Business (2122)

ACCOUNTS PAYABLE PROCESSING

Policy # 2110

Original Effective Date: 09/16/2020

Revision Date:

Type of Policy: BOARD DISTRICT FIRE PARKS

POLICY

2110.1 The Cosumnes Community Services District (“District”) will maintain efficient business practices and good cost control. A well-managed accounts payable function can assist in accomplishing this goal from the purchasing decision through payment and check reconciliation.

PURPOSE AND SCOPE

2110.2 The Finance Division, with assistance from the departments, will be responsible for providing consistent procedures for the District’s Accounts Payable section. These procedures are intended to provide safeguards for maintaining the quality and integrity of the accounts payable system.

2110.3 This policy applies to all District elected officials, executives, employees, interns, volunteers, contractors, vendors, suppliers, members of the public, and other persons who require payment or reimbursement from the District.

APPLICATION / PROCEDURE

2110.4 Definitions:

- a. Accounts Payable (“AP”): money owed to a company by the District.
- b. Budget Control Officer (“BCO”): designated staff authorized to oversee and approve a department or division budget.
- c. Enterprise Resource Planning (“ERP”): a system of integrated software applications that standardizes, streamlines, and integrates business processes across finance, human resources, procurement, distribution, and other departments.
- d. Personal Entity Identification Number (“PEID”): a unique personal entity identification number assigned to each vendor doing business with the District.
- e. Purchase Requisition: a formal document that is used when an employee needs to make a purchase on behalf of the District. This document informs the manager of the decision so the employee can start the process of purchasing the requested products or services.

- f. Purchase Order (“PO”): a number and document produced by or through the District’s ERP system which the District may send to vendors to document the purchase of products or services. Funds allocated in a purchase order are encumbered within the ERP system.
- g. Urgent Check: issuance of a check outside the standard processing schedule for emergency situations only. Prior to requesting an urgent check, departments should make sure that the request is an emergency and that it cannot wait to be processed until the next normally scheduled check run.
- h. Vendor: a business or individual that provides a product or service to the District.

2110.5 Authority:

- a. The District Treasurer shall be responsible for the implementation and interpretation of this policy, as well as enforcement, in accordance with applicable rules and regulations that govern the District.
- b. The District Treasurer shall issue, maintain, and update any procedure, control and form needed to ensure compliance with this policy.

2110.6 Vendors:

- a. All vendors must be authorized by the Finance Division. Parties seeking to obtain qualified vendor status with the District must complete and return a Form W-9: Request for Taxpayer Identification Number and Certification. Checks are payable to the vendor according to the information provided on the Form W-9.
- b. New vendors or modification to any current vendor information shall be approved by the Finance Manager and then a new vendor shall be created by the Finance Division Accounts Payable section. A new vendor shall not be created by the employee processing accounts payable for the District. A new vendor in the financial system of the District shall be assigned a unique PEID number. Only vendors who have been authorized by the Finance Division will be paid by the District.

2110.7 Invoice Processing for Payment

- a. Payments are to be made on original invoices received from vendors. Payments are not to be made based on statements from vendors. The District Treasurer or designee shall allow on a case-by case basis payments be processed by using statements.
- b. An invoice may require an adjustment due to a product return, non-received item, or an error on the invoice. The vendor must submit either a credit invoice/memo to apply against the original invoice or re-issue a corrected invoice. If a credit invoice/memo cannot be obtained, Finance Division staff will work with the vendor to ensure proper payment to reflect the necessary adjustments. All credits must be

coded and processed the same as a normal invoice. The credits are entered into the ERP system along with the original invoice and the correct amount is paid to the vendor. This provides documentation as to why the payment is less than the original invoice amount. Handwritten adjustments are unacceptable unless backed up with a vendor approval.

- c. Past due amounts must have an attached invoice to pay. When paying a current amount on an invoice that shows both current and past due, cross through the total amount due and write in the proper amount to be paid. The originator of the invoice is responsible for resolving the problem of the past due amount.
- d. All invoices submitted to AP staff must follow proper documentation and guidelines:
 1. Itemized invoice with total amount to be paid circled.
 2. General ledger account number and short description of purchase.
 3. Purchase order number, contract number, and/or project number.
 4. Scanner ready
 - i. No staples; only use paperclips.
 - ii. Receipts smaller than one half sheet of paper must be securely taped; avoiding any tape on receipt text. Receipts must not overlap or fold on each other.
- e. All invoices received by mail or hand delivery should be stamped with the date received.
- f. Invoices must be approved by the BCO or an individual who has been given authority by the District Treasurer to approve before payment is made (with the exclusion of utilities and other date sensitive billings.) Edits may occur during payment processing such as purchase order variances. Departments shall request and follow up with any PO variances with the Finance Division. Questions and errors must be resolved before payment is made.
- g. Before processing an invoice for payment, the following must be verified by AP staff:
 1. PO number, vendor name and amount on the invoice match the PO.
 2. Items on the invoice match the PO line items.
 3. Proper approval of the purchase has been obtained.
 4. Remit address on invoice matches AP system remittance address.

5. General ledger accounts appear appropriate, based on the current chart of accounts.
 6. Check is flagged for enclosure, if appropriate.
 7. Due dates on all registrations and dues to ensure timely payment.
 8. Payment is made from an invoice not a quote or statement.
 9. Partial receiving orders match the PO and invoice.
 10. Payment type is accurate.
 11. Check is flagged to be returned to department, if appropriate.
 - i. Approval to return a check must be made by the District Treasurer.
 12. Invoice and support documentation is submitted.
 13. Invoice has not already been paid.
- h. If a duplicate invoice is received for processing, the ERP system will prevent second entry of an invoice if the information was indexed correctly both times. However, due to clerical errors, an invoice may be processed and paid twice. If a duplicate payment is made, the payment made in error should be voided. If the duplicate payment is discovered after the check is cashed, the vendor shall be billed for overpayment.
- i. Invoices should continuously be submitted to AP as they become available. Checks and electronic fund transfers (EFTs) are prepared each week but are only released after approval by District Treasure or designee. Revolving type accounts should be processed immediately so that payment may be issued and received by the vendor prior to the next billing cycle.
- j. It is the goal of the AP section to provide a two-week turnaround from the time the invoice and all supporting documentation are received to process payment of the invoice.

2110.8 Purchase Orders

- a. See District Policy, Purchasing (2112) for purchase order guidelines and thresholds.

2110.9 Employee Personal Reimbursements

- a. See District Policy, Reimbursements (2107) for business related reimbursements.

- b. See District Policy, Mileage Reimbursement (2165) for mileage claim reimbursements.
- c. See District Policy, Travel Expenses on District Business (2122) for travel related reimbursements.

2110.10 Procurement Card Payments

- b. See District Policy, Procurement Card (2114) for payment processing for District procurement cards.

2110.11 Urgent Check Request

- a. Paying transactions outside the normal schedule is inefficient, costly, and increases business risk. However, the need to occasionally make exceptions for emergencies is recognized. In such cases, where an urgent check request is required, staff must complete the Urgent Check Request Form in its entirety with supporting documentation and approved by the appropriate authorized approvers.

2110.12 Check Distribution

- a. The AP staff shall balance and prepare the batch of invoices for payment. The checks shall be printed by AP staff after the payment register is reviewed by the Finance Manager.
- b. All payments will be mailed directly to the vendor by the Finance Division or the vendor may pick up the check directly from AP staff, if approved by the District Treasurer or designee.

REFERENCES

- 2110.13 District Policy, Reimbursements (2107)
- 2110.14 District Policy, Purchasing (2112)
- 2110.15 District Policy, Procurement Card (2114)
- 2110.16 District Policy, Travel Expenses on District Business (2122)
- 2110.17 District Policy, Mileage Reimbursement (2165)

PROCUREMENT CARD

Policy # **2114**

Original Effective Date: 09/16/2020

Revision Date:

Type of Policy: BOARD DISTRICT FIRE PARKS

POLICY

2114.1 Cosumnes Community Services District (“District”) funds are used to pay District related expenses with the use of a procurement card for the benefit of the District’s services, mission, vision, and goals.

PURPOSE AND SCOPE

2114.2 The purpose of this policy is to prescribe internal controls for management of the District’s procurement card program. These guidelines establish policy and procedures on how to properly use a procurement card.

2114.3 This policy applies to all individuals who are authorized to use a District procurement card and/or who are responsible for managing procurement card accounts and/or paying procurement card bills. Procurement cards will be issued to employees that meet the need to purchase products and services for their department. Each request will be treated on a case by case basis and reviewed by the Program Administrator.

APPLICATION

2114.4 Definitions:

- a. Procurement Card: Also known as Purchasing Card or P-Card, is a charge card issued to select employees who can acquire goods and services through the payment method of a credit card. Procurement cards are not typical credit cards; the balance must be paid in full each billing cycle and may only be used for official District business. Procurement cards function like a charge card with the exception of a number of unique controls that have been developed specifically for the procurement card program.

2114.5 A procurement card is not intended to, and shall not be used to, circumvent any existing statutes or laws, nor is the procurement card to be used to circumvent any existing District procurement policy, grant policy/compliance, and other regulatory compliance. Procurement cards are a method of payment and are not meant to replace traditional procurement methods such as contract for services, purchase orders, payment vouchers, etc. Procurement cards are essential when placing orders over the Internet and while traveling on business.

- 2114.6 Procurement cards are issued in the name of the cardholder and billed to the District. The card has the Cardholder's name and the District's logo printed on it. It has been designed to distinguish it from other personal credit cards. The issuing bank of the procurement card does not collect the cardholder's social security number and does not perform a credit check on the cardholder.
- 2114.7 Charges to a procurement card are paid for with public funds, and an employee of the District should always conduct themselves with the highest level of ethics. Employees issued a procurement card ("cardholders") and employees authorized to approve procurement card expenditures ("Approving Officials") must be continually reminded that their purchases represent the District interest in and reputation for ethical and prudent business dealings. Each transaction must be one that the cardholder and Approving Official could easily explain or defend as a prudent and legal use of public funds. Additionally, written policies cannot be established to cover every eventuality of procurement card use and as such, cardholders and Approving Officials shall use their best judgment when expending public funds with a procurement card.
- 2114.8 All funding received by the District, regardless of source, is subject to the same standard procurement guidelines including those in this policy. This complies with state and federal policies that local governments have jurisdiction and control over all funds received. Therefore, state and federal grant funds and even private grants must be managed and expended in accordance with District rules and regulations, as well as any additional requirements established by the state or federal funding source.
- 2114.9 Roles and Responsibilities
- a. Approving Official:
 - a. Responsible employee assigned to collect, review, and validate statements and transactions of assigned cardholders. The employee attests that all charges on the monthly billing statement are allowable purchases based on District policy. Upon completion of reconciling the monthly billing statement from the cardholder, the Approving Official will forward the documents to Finance Division staff for payment.
 - b. Cardholder:
 - a. An employee assigned a procurement card is also known as the cardholder. The cardholder is responsible for safeguarding their assigned procurement card. Procurement cards are issued in the employee's name and are to be used for District business only. The employee named on the procurement card is the only one authorized to use the procurement card, and when not in use the card should be secured in a safe place. The cardholder is responsible for the security of the card, all charges appearing on the monthly statement, and adhering to District procurement policies and procedures. Cardholders who do not comply with this policy may have their cardholder privileges revoked.

c. Program Administrator:

- a. The Finance Division will administer the program and be responsible for accumulating, reporting, and coordinating all reports for the program. They will also review all charges and be responsible for payments to the issuing bank.

2114.10 Eligibility and Obtaining a Purchasing Card

- a. Eligibility is based on the department's business need and is contingent upon receiving the required application approvals.
- b. Procurement cards are issued to employees involved in day-to-day purchasing. The cardholder is the only person authorized to use the procurement card issued to them.
- c. Supervisors or managers have authority to identify positions requiring a procurement card. The Program Administrator will complete the procurement card application, obtain the proper signatures, and contact the issuing bank. The Approving Official will connect with the employee on the delivery and activation of the card.
- d. Procurement cards are not issued to Board of Directors, volunteers, interns, or seasonal staff.

2114.11 Card Limits

- a. Procurement cards have two limits: single transaction and monthly billing cycle. The Approving Official and cardholder's supervisor will determine these two limits on the procurement card application form based on anticipated purchasing needs.
- b. A cardholder may receive a temporary increase in the limits with written approval from their supervisor. The written approval shall include the increased single transaction limit and monthly billing cycle limit, and the date in which the limit can be dropped back down. The supervisor must request this temporary increase to their Approving Official, via email request, upon which the Approving Official will send the request to the Program Administrator.

2114.12 Use of Procurement Card and Restrictions

- a. The cardholder is responsible for signing and returning the Cardholder Agreement form to the Program Administrator and for activating the card, as soon as it is received, by calling the bank (number on back of card). The cardholder is responsible for the security of the card.
- b. The cardholder may use the card to make authorized purchases in person, by telephone, or online. Purchases must comply with District Policy, Purchasing (2112).

- c. At the time of purchase, the cardholder must obtain an itemized list of all items purchased. If the sales draft does not itemize the items, the cardholder must obtain one from the vendor on a separate, itemized sales receipt.
- d. All procurement card transactions must be supported by a receipt, regardless of amount and source of funds. All receipts require sufficient information to support the transaction. At a minimum, receipts should provide the following content:
 - 1. Name of merchant.
 - 2. Amount of charge.
 - 3. Transaction details (what was purchased).
 - 4. Transaction date.
 - 5. Tax and delivery charges.
 - 6. Evidence of card used (i.e., displays last four digits of card number).
- e. The cardholder is prohibited from using the card for any of the following:
 - 1. Any personal items/use.
 - 2. Rental or lease of land or buildings.
 - 3. Purchase of telephone services.
 - 4. Cash advances.
 - 5. Gambling, betting.
 - 6. Securities, insurance.
 - 7. Political or religious organizations.
 - 8. Tax payments.
 - 9. Court costs, fines, bail, bond payments.
 - 10. Activities or products that are restricted, by law, to adults including, but not limited to, alcoholic beverages, illegal drugs, tobacco/vaping products, pornography, and firearms.
- f. In addition, these items are restricted from purchase by cardholders:
 - 1. Fixed asset purchases.

2. Services including those that require a contract or agreement to be signed.
3. Split transaction to circumvent the single transaction limit.

2114.13 Monthly Statements and Reconciliations

- a. Each individual cardholder will receive a monthly statement for review and reconciliation to the cardholder's records of individual transactions. Cardholders will receive the statement via mail and may download the statement online. Comprehensive statements are also received by the Program Administrator for all cardholder transactions. Upon receipt of the statement, the cardholder must:
 - a. Review the statement to ensure all transactions are correct and that all charges are valid.
 - b. Attach receipts or invoices for each transaction in the order they appear on the statement. Receipts smaller than half a sheet of paper, must be taped onto an 8"x11" sheet of paper. Do not use staples. Each receipt/invoice must include a description (e.g. office supplies), budget code, and any other codes (e.g., project, contract, etc.)
 - c. Cardholder must sign the account statement, date it, and forward the statement of account, along with all supporting documentation, to their Approving Official.
- b. The Approving Official will review charges to ensure that they are appropriate and within the District's purchasing policy. The Approving Official is responsible for:
 1. Reviewing all charges.
 2. Ensuring all purchases are appropriate and does not contain prohibited items.
 3. Ensuring all proper documentation is attached to Cardholder Statement of Questioned Item ("CSQI") form.
 4. Updating the Program Administrator on any changes to the cardholder information such as name, department, telephone, and physical or email address.
- c. Approving Official must sign and forward the statement with attachments to the Program Administrator by the 5th day of the month.

2114.14 Missing or Lost Receipts

- a. It is the responsibility of the cardholder to ensure that there is a receipt for each purchase. It is understood that, on rare occasions, a receipt might be misplaced or damaged. The cardholder should make a diligent effort to obtain a duplicate receipt

from the merchant if the original is lost. If a duplicate receipt cannot be located, the cardholder must complete a Missing Receipt form and submit the CSQI form to the issuing bank requesting for a copy of the receipt. Both forms are submitted with the statement.

- b. The Missing Receipt form is the last resort and should be used if no other documentation is available. A lost receipt should be a rare occurrence for the cardholder. A habitual problem with lost receipts can result in disciplinary action for the offending cardholder including the revoking of procurement card privileges.

2114.15 Returned Items

- a. If items purchased with the purchasing card are found to be defective, the cardholder has the responsibility to return the item(s) to the merchant for replacement or credit to the card. There are to be no cash refunds. If the merchant refuses to replace the faulty item, then the purchase of this item is considered to be in dispute.
- b. Credit receipts for returned items shall be kept until the credit transaction shows up on the monthly statement. Credit receipt will then be attached to the statement.

2114.16 Fraudulent Activity

- a. The issuing bank of the procurement card will continually monitor accounts and transactions to prevent and halt fraud activity. If fraud activity is suspected, the issuing bank blocks the account, emails the program administrator, and contacts the cardholder/s by telephone to verify transactions or inform them about the use (or attempted use) of their card in a fraudulent manner.
- b. If the cardholder discovers a fraudulent transaction on their monthly billing cycle statement, the cardholder must report it to the issuing bank, Approving Official and Program Administrator. The issuing bank will work with the cardholder to confirm the validity of the transaction(s) in question. An affidavit may be mailed to the cardholder if the bank deems it necessary. It must be signed and returned. It may also be necessary to close the current account to prevent additional fraud activity.

2114.17 Disputed Items

- a. The cardholder should contact the merchant first on disputed charges and attempt to resolve the issue with the merchant. If unable to resolve the issue with the merchant, the cardholder must complete the CSQI form. The cardholder will follow the instructions on the form and submit one copy to the bank and a second copy with the monthly statement.

2114.18 Lost or Stolen Cards

- a. Upon realizing the procurement card is lost or stolen, the cardholder must telephone the card's 24-hour customer service number, located on the back of the card. The cardholder must also notify their Approving Official via phone or email.
- b. The Approving Official will notify the Program Administrator who will contact the issuing bank of the card to issue a new card for the cardholder. The issuing bank will mail a replacement card to the Program Administrator. The Program Administrator will notify the cardholder when the replacement card is available.

2114.19 Request for New Procurement Card and Changes

- a. All requests for procurement cards for new employees or changes for current cardholders must be done in writing by an Approving Official and submitted to the Program Administrator.
- b. For a new request, the Approving Official will complete and sign the appropriate issuing bank forms, including single transaction and monthly limit. After the issuing bank processes the card request, the Program Administrator will receive and distribute the card.
- c. Each cardholder will be required to complete and sign any necessary forms or agreements.

2114.20 Worn or Defective Cards

- a. In case a procurement card becomes worn or defective and needs replacement, the cardholder may request a replacement card through their Approving Official. The Approving Official will cut the card in half and send it to the Program Administrator along with a request for a replacement card. The Program Administrator will place the card in the secure shred bin and follow the necessary steps to reissue a new card to the cardholder.

2114.21 Termination or Reassignment of the Cardholder

- a. Upon termination of District employment or upon transfer to another job responsibility where a procurement card is not needed, the cardholder will immediately return their card to their Approving Official or Human Resources staff (if terminated).
- b. The Approving Official will cut the card in half and send the card to the Program Administrator requesting for the card to be terminated. The Program Administrator will cancel the card and place it in the secure shred bin.

2114.22 Emergency Purchases

- a. The procurement card may be used for "on-site" services during emergency situations where time is of the essence. "Emergency" is defined as a sudden and unexpected and/or non-contemplated event that requires the immediate need and acquisition of services or supplies necessary that, without such acquisition action the public health, welfare or safety may be jeopardized. FAILURE TO PLAN FOR THE PURCHASE OR TO ALLOW ADEQUATE LEAD-TIME DOES NOT CONSTITUTE AN EMERGENCY.
- b. Emergency purchases must be supported by a written memo attached to the monthly statement stating why the service was necessary and what program impacts would have occurred if service or purchase had not been conducted.
- c. THE EMERGENCY "ON-SITE" SERVICE PURCHASED ON A PROCUREMENT CARD MUST BE LIMITED TO THE NATURE OF THE EMERGENCY, UP TO THE CARDHOLDER'S SINGLE PURCHASE LIMIT.
- d. Cardholders in the offices of the General Manager, Fire Chief, and Park Administrator may request the Program Administrator to a temporary raise to their spending limits during a major emergency or disaster. See 2114.11(b) for necessary steps.

2114.23 The District's Finance Manager shall review the spending limit for the procurement card users on a regular basis, at a minimum yearly and document the appropriateness.

2114.24 Discipline for Improper Use of a Procurement Card

- a. Procurement card privileges may be revoked at any time at the discretion of the Program Administrator or designee. A cardholder's privileges will be revoked if the cardholder continuously misuses the procurement card. Examples of misuse include, but are not limited to the following:
 1. Improper purchases;
 2. Frequently lost receipts;
 3. Failure to reconcile monthly statements by the deadline;
 4. Failure to complete and maintain supporting documentation; and
 5. Failure to comply with the intent and details of this policy.

2114.25 Procurement Card Use and Security Best Practices

- a. District issued procurement cards are the property of the District. All cards should be stored in a secure location when not in use.

- b. While protecting the procurement card plate is essential, it is also important to use precaution when selecting what devices are utilized to place online orders with the purchasing card. With the increased use of portable devices such as iPads, laptops, and smart phones, there is a higher risk of exposing confidential account information. In the event that a portable device is used to make online procurement card purchases and that device is lost or stolen, immediately contact the card's issuing bank for the appropriate course of action to protect your account. To prevent these situations, it is highly encouraged to only make online purchases from a secure District computer and not from any portable device.

- c. Please follow the suggestions below for best security practices:
 - 1. Perform online purchases from a computer with the most current security software updates available for your operating system, application, and browser.
 - 2. Perform transactions with reputable businesses.
 - 3. Look for "https" or "shttp" within the web site's address bar when providing payment information.
 - 4. Look for logos from organizations that feature trusted or credential websites (e.g., BBBOnline, TRUSTe, or Verisign).
 - 5. Do not send credit card information through email.
 - 6. Do not perform online transactions from a public computer or kiosk.
 - 7. Do not enter personal information in a pop-up screen.

REFERENCES

2114.26 District Policy, Purchasing (2112)

ACQUISITION OF ASSETS

Policy # **2116**
Original Effective Date: 04/05/1994
Revision Date: 09/16/2020
Type of Policy: BOARD DISTRICT FIRE PARKS

POLICY

2116.1 The Cosumnes Community Services District (“District”) recognizes that the means by which the District can secure assets is by lease, purchase, request, exchange, and gifts or donations.

PURPOSE AND SCOPE

2116.2 To guide the General Manager and District employees in the securement of potential District assets.

2116.3 This policy applies to all District elected officials, executives, employees, contractors, vendors, suppliers, members of the public, and other persons who may be involved in the acquisition of an asset.

APPLICATION / PROCEDURE

2116.4 Definitions:

- a. Lease: a contract by which one conveys real estate, equipment, or facilities for a specified term and for a specified rent.
- b. Purchase: to obtain by paying money.
- c. Gift or Donation: a transfer of an asset to an individual or organization, when full consideration is not received in return.
- d. Request: the act or an instance of asking for something.
- e. Exchange: the act of giving or taking one thing in return for another.

2116.5 The General Manager, and/or appropriate staff, shall research and study the best method of securing an asset or assets at a given point in time while following the state statutes regarding the acquisition of any item for the District.

2116.6 The General Manager shall also determine whether or not an acquisition would be in the best interest of the District, and when an adequate budget is available for the acquisition, subsequently present a recommendation to the Board.

2116.7 All acquisitions considered by the District for acceptance must include a long-term

maintenance, funding, and operations plan to insure their usefulness to all residents of the District.

REFERENCES

2116.8 District Policy, Fixed Assets (2405)

EXPENDITURE AUTHORIZATION

Policy # **2118**

Original Effective Date: 09/16/2020

Revision Date:

Type of Policy: BOARD DISTRICT FIRE PARKS

POLICY

2118.1 Cosumnes Community Services District ("District") strives to ensure all expenditures or commitments to disburse funds are properly reviewed and approved by the designated District personnel.

PURPOSE AND SCOPE

2118.2 The purpose of this policy is to establish guidelines for expenditures of the District, including but not limited to, signing of checks, vendor invoices, and purchase orders.

2118.3 This policy applies to all District elected officials, executives, and employees.

APPLICATION / PROCEDURE

2118.4 Definitions:

- a. Budget Control Officer ("BCO"): designated staff authorized to oversee and approve a department or division budget.

2118.5 The Chief Administrative ("CAO") Officer will oversee the District-wide budget and will recommend to the General Manager any updates or adjustments.

2118.6 Bank Checks approving signatories are as follows, in the order listed, with two signatures required for all checks:

- a. General Manager
- b. Chief Administrative Officer

2118.7 Expenditures made for the District by staff shall be authorized by the BCO and/or the Finance Manager and shall be in conformance with the approved District budget. BCO's may only authorize operating expenditures, not salary related expenses. The Chief Administrative Officer may authorize salary expenses.

2118.8 Authorizers must ensure that there are no conflicts of interest and that expenditures are:

- a. Properly supported by original receipts and invoices.

- b. Reasonable and necessary.
- c. Correctly coded to the proper account(s).
- d. Consistent with established District policies.

2118.9 The following are limitations on signature authority:

- a. No person may authorize (approve) their own expense reimbursement.
- b. No person may authorize (approve) the expense reimbursement of an individual to whom they report either directly or indirectly.
- c. No person may authorize (approve) any payroll or personnel form that affects their salary.
- d. No person may authorize (approve) any payroll or personnel form that affects the salary of an individual to whom they report either directly or indirectly.

2118.10 See District Policy, Purchasing (2112), for purchase order authorization levels.

REFERENCES

2118.11 District Policy, Purchasing (2112)

DEBT MANAGEMENT

Policy # **2135**

Original Effective Date: 09/16/2020

Revision Date:

Type of Policy: BOARD DISTRICT FIRE PARKS

POLICY

2135.1 The Cosumnes Community Services District (“District”) debt management policy governs the issuance and management of all debt and lease financing activity by the District.

PURPOSE AND SCOPE

2135.2 The purpose of the policy is to promote sound and uniform practices for issuing and managing bonds and other forms of indebtedness, to provide information and guidance to decision makers regarding the appropriate types and uses of debt and other repayment obligations of the District, and to comply with Government Code section 8855(i), which became effective January 1, 2017.

2135.3 This policy applies to all District elected officials, executives, employees, interns, volunteers, contractors, vendors, suppliers, members of the public, and other persons who participate in District programs and services.

APPLICATION

2135.4 Definitions:

- a. While an effort has been made to define terms when used, municipal debt uses a specialized vocabulary. A Glossary of Municipal Securities Terms can be found on the website of the regulatory agency the Municipal Securities Rulemaking Board, at <http://www.msrb.org/Glossary>.

2135.5 Objectives:

- b. To help maintain the financial stability of the District by encouraging sound decision-making so that its long-term financial commitments are affordable and do not create undue risk or burden.
- c. To protect the District’s credit rating and minimize the District’s borrowing costs.
- d. To meet the requirements of state and federal law and regulation, including federal requirements regarding disclosure and administration of tax-exempt indebtedness.
- e. To incorporate best practices into the District’s issuance and administration of its indebtedness.

- f. To ensure that the District's debt is consistent with the District's planning goals and objectives and capital improvement program or budget, as applicable.

2135.6 Types of Indebtedness. The following are types of debt the District may issue or incur.

- a. Voter-approved indebtedness: The District can issue general obligation bonds with approval of 2/3 of those voting at an election. Such bonds would be repaid out of a supplemental property tax, levied based on the value of property. The amount of general obligation bonds the District can issue is limited by State law. General obligation bonds would be an appropriate method of financing capital improvements of District-wide benefit. The District could also seek 2/3 approval of a parcel or other special taxes (levied on a basis other than assessed valuation) structured to secure bonds. Most commonly, community facilities districts are formed and bonds secured by the levy of special taxes within such districts, which are issued under the Mello-Roos Community Facilities Act, discussed below.
- b. General Fund lease obligations: Long-term obligations secured by lease payments from a District's general fund do not require voter-approval under California law (the State Constitutional Debt Limit). Lease obligations can take the form of publicly offered lease revenue bonds issued by the Authority or certificates of participation or may take the form of financing leases that are privately placed with a bank. There is no legal limitation on the amount of such obligations a District can occur, although there are practical budget limitations of debt affordability. In addition, the structure of the obligation is subject to various conditions articulated in the case law that established this exception to voter approval.
- c. Cashflow borrowings: The District can issue tax and revenue anticipation notes that are repaid out of current year revenues to smooth any temporary cash shortages.
- d. Assessment and Mello-Roos community facilities district special tax bonds: The District can form assessment districts with a weighted majority property-owner approval of the levy of assessments within such districts, to finance projects that provide special benefit to the properties within such districts. Similarly, property-owners of undeveloped land can approve Mello-Roos special taxes to finance public improvements; if there are at least 12 registered voters within the boundary of a Mello-Roos community facilities district, the vote is by the registered voters. Mello-Roos community facilities districts can be formed on property that has more than 12 registered voters based on a registered voter election. Both techniques are generally referred to as land-secured debt.

2315.7 Debt Management Responsibility

- a. The Chief Administrative Officer ("CAO") is the District official responsible for the following:
 1. Debt issuance and management, recognizing that assigned staff may be assigned with the day-to-day responsibilities.

2. Working with the General Manager, District Counsel and other staff deemed appropriate in formulating the District's debt management plans, seeking District Board of Directors ("Board") approval to execute such plans, and ensuring the appropriate debt management.
3. Keeping the Board informed of District's debt-related activities through informational reports, briefings, or workshops.

2135.8 Uses and Limits on Indebtedness

- a. Debt provides a tool for financing capital projects that are too large to accommodate as part of the annual budget, to share the cost of major improvements between current and future taxpayers or ratepayers and/or to accelerate the delivery of a project when compared to funding on a pay-as-you-go basis. On the other hand, debt service represents a fixed cost that will compete with other expenditures in the District's budget and cannot be deferred in any given year. In order to achieve the proper balance in its use of debt, the District will follow the following policy goals:
 1. Except to alleviate cash-flow timing issues within a fiscal year, the District will not use debt to finance operating expenses. The District may consider use of debt in the event of an extraordinary expense, such as the financing of a major judgment.
 2. The District will plan for capital improvements and maintenance as part of its budgeting process, seeking to set funds aside in advance of need so that most capital projects can be financed on a "pay-as-you-go" basis. Debt financing will be reserved for extraordinary capital expenditures.
 3. The District believes that prudent amounts of debt can be an equitable and cost-effective means of financing major infrastructure and capital project needs. The District will evaluate the benefit and risks of each proposed issuance of new debt on a case by case basis, considering such factors as the District's overall fiscal health, the potential impact of increased debt service on then current service levels and other long-term considerations such as funding requirements for pensions and other post-employment retirement benefits. In general, debt may be considered to finance such projects if it meets one or more of the following minimum criteria:
 - i. It meets the District's goal of distributing the payments for the asset over its useful life so that benefits more closely match costs for both current and future residents.
 - ii. The need for the project is compelling in terms of on-going cost savings or the need for public safety or services, and the size of the project makes funding out of existing resources or near-term revenues impractical.

4. At such time that lease revenue bonds or other obligations that will be repaid from the General Fund are considered, the District should evaluate the affordability of the debt, specifically considering the amount of annual debt service as a percentage of General Fund appropriations and consider adopting limits on the amount of such debt. This policy defers the setting of affordability targets until the practical need arises, rather than recommending establishing such limits in a vacuum.
5. Debt that is backed by the General Fund (but expected to be paid out of other revenues) may be deducted from this calculation, provided that the District expects that the available revenues will be at least sufficient to cover debt service for the remaining life of the obligations.

2135.9 Method of Sale

- a. Bonds and other obligations can be sold at a public offering through either a competitive or negotiated sale.
- b. Under a competitive sale, the terms of the bonds are determined by the District, with the assistance of its municipal advisor and bond counsel, and the sale is awarded to the underwriter judged to have submitted the lowest true interest cost, which takes into account interest rates and any discounts or premiums, including the underwriters' spread (their compensation). Under a negotiated sale, the District selects its underwriter in advance, based on proposals received or by other means. The District, its bond counsel, and municipal advisor works with the underwriter in structuring, marketing and finally offering an issue to investors.
- c. An alternative method of obtaining financing is through a private placement with a bank or other private lender. The District will consider privately placing its debt for small and/or short-term borrowings or in instances where difficult credit or disclosure considerations or other special circumstances so warrant or where a private placement presents better terms than a public bond sale.
- d. In addition, the District can sometimes obtain loans from State or federal agencies for specific purposes such as energy conservation purposes, often at lower interest rates than can be obtained through either the public bond market or from private lenders. When considering such loans, the District will consider the all-in cost of the loan, the other terms of the loan, and the compatibility of the loan with any outstanding District debt obligations.

2135.10 Interfund Loans

- a. In lieu of issuing bonds or otherwise borrowing from third-parties, there may be situations where the most appropriate means for the District to borrow money will be through a loan from a well-capitalized District fund. Such Interfund Loans can be seen as an alternative investment of temporarily surplus District funds, which normally would be invested at a short-term rate as part of the District's pooled investment program.

- b. In approving any new Interfund Loan, the Board will adopt a resolution that sets forth the terms of the loan, which will include the following:
 1. The terms of the loan, including the interest rate and payment terms, the term and any other conditions that may be required to describe the loan or meet legal requirements.
 2. The terms under which the loan will be repaid such as frequency of payment (monthly, semiannually, annually), interest calculation method (360/365, monthly, annually), date of repayment (first of the month, last day of the month, etc.), prepayment penalty, prepayment/early repayment/accelerated payment options and other payment terms.
 3. Periodic payment amount.
 4. The maturity date of the loan.
 5. If there is a possibility that the loan will be repaid from the proceeds of tax-exempt bonds, a statement of such expectations so as to satisfy the federal tax law requirements for reimbursement bonds.

2315.11 Financing Professionals

- a. The CAO will be responsible for recommending the various professionals required for a financing, based on prior experience, recommendations, or a request for proposal process, as he or she deems appropriate.
 1. Bond and Disclosure Counsel: Bond counsel prepares the various legal documents for a transaction and renders a variety of opinions, including opinion regarding the tax-exemption of bonds. For all public sales of debt, the District will retain the services of disclosure counsel to prepare the official statement. The CAO will also determine whether to select another law firm to provide the services of disclosure counsel or to assign such duties to bond counsel.
 2. Municipal Advisor: A municipal financial advisor assists in evaluating financing options, structuring of debt offerings, making recommendations as to the method of sale, conducting competitive bond sales, and assisting with bringing negotiated bond sales to market, including making recommendations to the District on proposed interest rates, prices and yields in light of market conditions and the characteristics of the bonds. The District will utilize a registered municipal advisor for its public debt offerings (i.e., bond sales).
 3. Underwriter: If the District elects to sell its debt through a competitive sale, the underwriter will be selected based on the best bid. When the District issues its debt through a negotiated sale, it will select one or more underwriters. The District may establish a pool of underwriters upon which

it may draw and make assignments from that pool as the CAO believes is appropriate.

4. **Trustee and Fiscal Agent:** The trustee or fiscal agent is a division of a commercial bank that services bonds and other financial instruments. The CAO shall have the discretion to select a commercial banking firm as trustee or fiscal agent, either through a request for qualifications process or by relying on existing banking relationships if deemed to be advantageous.
5. **Other:** Other financial professionals or firms may be required and/or advantageous depending on the particular bond issued. For example, a verification agent is typically necessary for refundings, while Mello-Roos financings commonly make use of special tax consultants, market absorption consultants and appraisers. The CAO will be responsible for selecting such firms as he or she deems appropriate and based on the advice of the other financial professionals assigned to the transaction.

2135.12 Structuring Debt Financing

- a. **Term and Structure:** Long-term debt financing of capital projects will be amortized over a period no longer than the useful life of the assets being financed and should generally not exceed thirty years from the date of issuance. Debt service will generally be structured to be level over the length of the bonds. Alternate debt structures may be used to wrap new debt around existing debt to create overall level debt service or to achieve other financial planning goals appropriate to the specific project. The dates for which debt service is scheduled (typically semi-annually) will take into account the cashflows of the revenues that will service such debt.
- b. **Debt Service Reserve Fund:** To the extent required by the market, e.g., for assessment bonds or community facilities special tax bonds, or otherwise beneficial in lowering the District's net cost of funds, the District may fund a debt service reserve fund out of bond proceeds no greater than the amount allowed under federal tax law.
- c. **Capitalized Interest:** Funding interest payments out of bond proceeds during construction is required for a lease revenue obligation where the leased asset is the project being financed. The District will consider leasing an existing municipal asset (an "asset transfer") in order to reduce or eliminate the need to capitalize interest. In other occasions, the District will consider capitalizing interest when it is appropriate to begin the payment of debt service after project completion or otherwise align net debt service payments with the source of funds paying the debt.
- d. **Variable Rate Debt:** To maintain a predictable debt service burden, the District will give preference to debt that carries a fixed interest rate. It may be appropriate to issue variable rate debt to diversify the District's debt portfolio, provide greater prepayment flexibility or improve the match of variable-rate assets (investments in

the District's treasury) to liabilities. The District's cost for administering variable rate debt, including the renewal or replacement of bank facilities, should be considered when comparing fixed and variable rate debt. Prior to issuing variable rate bonds, the District may amend or supplement this policy to further address variable rate considerations. Any staff report recommending variable rate debt will clearly lay out the basis for this particular recommendation.

- e. Disclosure: For all public sales of debt, the District will retain the services of disclosure counsel (who may also serve as bond counsel) to prepare the Official Statement to be used in connection with the offering and sale of debt. The CAO and other appropriate staff will be asked to review this document to ensure that it is accurate and does not fail to include information that such staff and officials think might be material to an investor. The District will make every effort to ensure the fullest disclosure possible in the District's disclosure documents, including, as appropriate, seeking staff training in disclosure matters. A Preliminary Official Statement will be released to the market only after the completion of the "due diligence" meetings with appropriate staff and approval in form by the District Council. Use of disclosure counsel may also be appropriate in private placements in some circumstances.
- f. Credit Ratings: The CAO, in consultation with the municipal advisor and other members of the financing team, will evaluate and make recommendations regarding the number of credit ratings to seek on any given bond issue. The District will work to maintain its current credit ratings and to increase ratings when the opportunity to do so exists; the CAO will periodically communicate with the agencies rating the District's debt so that they will remain well-informed.
- g. Credit Enhancement: The District will consider the use of credit enhancements such as bond insurance on a case-by-case basis. The cost-benefit of insurance will be evaluated through the final maturity and through the first optional call date, recognizing that municipal bonds are commonly refunded prior to maturity. The District will consider the use of a surety policy in lieu of a cash funded reserve, but in doing so will consider estimated earnings on a cash funded reserve and the cost of replacing that surety at the time of a potential refunding, if applicable.
- h. Derivatives: The District may use derivative-like investment products to invest bond funds, but only upon staff's analysis of the investment as part of the staff report transmitting the financing and specific approval as part of the District Council action.

2135.13 Refunding Bonds

- a. In order to provide for the potential for refunding its bonds in the future, and absent compelling reasons to the contrary, the District will structure its bond issues with an optional call no longer than from the date of issuance. Such compelling reasons to deviate from this policy would be a taxable bond issue, where the additional interest cost required for an optional call may outweigh the likely benefits or a bond issue that would mature only a few years after the optional call date, making a

refunding impractical. When structuring its bond issues, the District will take into account the coupon structure of its debt (i.e., discount bonds or premium bonds that mature after the call date) and its impact on its option to execute a refunding for savings in the future.

- b. The District will periodically review its outstanding debt portfolio to identify opportunities to achieve net economic benefits from refunding its bonds. Recognizing that the District's ability to refund its debt is limited because of the market practice of making most fixed-rate bond issues non-callable for their first eight to ten years, and the elimination of the ability to refund federally tax-exempt bonds on a federally tax-exempt basis substantially before the call date (an "advance refunding," which was eliminated by the 2017 Tax Act), the District will seek to deploy its refunding options prudently. At a minimum, the District will seek to achieve net present value ("NPV") savings equal to at least three percent (3%) of the par amount of the bonds that are refunded. A higher threshold may be warranted if the District doesn't receive 100% of the savings benefit (such as when refunding tax allocation bonds) and/or if it must incur significant non-contingent costs relative to the potential savings.
- c. When it is practical to consider a partial refunding, the analysis will be performed on a maturity-by-maturity basis. Other factors that may be considered are the length of the period before the call date (the longer the period the higher the savings target should be), the length of time after the call date (savings are more difficult to realize for a short maturity, and thus the target could be lower), and any other factors that assist in considering the value of a call option.
- d. The District may also consider a refunding for a non-economic purpose, including the retirement of an indenture for more desirable covenants, a change in tax status, or to change the type of debt instrument.

2315.14 Debt Administration

- a. The CAO and their staff shall be responsible for ensuring that the District's debt is administered in accordance with its terms, federal and State law and regulations, and best industry practices.
 1. Tax-Exemption: Tax-exempt bond issues are subject to various IRS rules and regulations regarding the use of bond proceeds. The District will make sure that the use of facilities financed with tax-exempt bonds are not used for ineligible private activities, and will consult with bond counsel whenever it identifies a change in use, enters into a long-term contract involving the project, or otherwise undertakes an action that could change the tax-exempt status of its bonds. The District shall periodically review and will comply with the specific post issuance compliance procedures identified in the tax documents for its tax-exempt financings. The District will retain an arbitrage rebate consultant to assist in calculating any earnings on bond proceeds in excess of the rate on its bonds, and to calculate whether arbitrage should be rebated to the Federal Government.

2. Continuing Disclosure: Under federal law, the District must commit to provide continuing disclosure to investors in any of its debt that is sold to underwriters to be offered to the public. All existing and future District debt should be compliant with the requirements of the Continuing Disclosure Certificates executed at the time of issuance, including the annual filing with the Municipal Securities Rulemaking Board (“MSRB”) Electronic Municipal Market Access (“EMMA”) website of the District’s Comprehensive Annual Financial Report and any other required operating and financial data; and the filing of notices of any enumerated events set out in the Continuing Disclosure Certificates. All such filings will be made within the time requirements set forth in the Continuing Disclosure Certificates. The District may retain a consultant to assist in preparing and filing required reports and notices.
3. Investment of Bond Proceeds: Investments of bond proceeds shall generally be consistent with the District’s Investment Policy as modified from time to time, and with the requirements contained in the governing bond documents.
4. State Reporting Requirements: The CAO will file any reports required by State law, including the Annual Debt Transparency Report to the California Debt and Investment Advisory Commission required of all debt issued after January 1, 2017, pursuant to Government Code section 8855(k) and Mello-Roos special tax bonds reporting required by Government Code section 53359.5(b).

2135.15 Relationship of Debt to Capital Improvement Program and Budget

- a. The District is committed to long-term capital planning and devotes a significant amount of resources towards capital improvement projects. The District may issue debt for the purposes stated in this policy and to implement policy decisions incorporated in the District’s capital improvement program. The District shall integrate its debt issuances with the goals of its capital improvement program by considering when projects are needed in furtherance of the District’s public purposes in determining the timing of debt issuance.
- b. The District shall seek to avoid the use of debt to fund recurring infrastructure and facilities improvements in circumstances when the sole purpose of such debt financing is to reduce annual budgetary expenditures.

2135.16 Internal Control Procedures

- a. The CAO or designee will monitor the expenditure of bond proceeds to ensure they were used for the purpose and authority for which the bonds were issued.
- b. When reasonable, proceeds of debt will be held by a third-party trustee or fiscal agent and the District will submit written requisitions for such proceeds. The

District will submit a requisition only after obtaining the signature of the CAO. In those cases where the proceeds of debt are not held by a third-party trustee or fiscal agent, the CAO shall be responsible for approving expenditures in the same manner as the approval for the expenditures for District revenues.

2135.17 This Policy is intended to guide and regulate the District's issuance of debt. This policy should be reviewed and updated periodically to reflect changes in the market, the identification of other best practices, and to incorporate the District's own experience or changing circumstances.

While adherence to this policy is generally required, it is recognized that changes in the capital markets, the District's needs, and other unforeseen circumstances may from time to time produce situations that are not covered by the policy or will require modifications or exceptions to best achieve policy goals. Any deviations from this policy that is recommended by staff should be highlighted in the staff report transmitting the resolution for approval of the financing and such resolution, as approved by the District Council, shall supersede anything in this policy to the contrary.

REFERENCES

2135.18 California Government Code Section 8855(i)

2135.19 California Government Code Section 8855(k)

2135.20 California Government Code Section 53359.5(b)

SPONSORSHIP

Policy # **2142**
Original Effective Date: 11/02/2011
Revision Date: 09/16/2020
Type of Policy: BOARD DISTRICT FIRE PARKS

POLICY

2142.1 It is the policy of the Cosumnes Community Services District (“District”) to actively seek sponsorships for its events, fire services, recreation programs, parks, and facilities from foundations, corporations, non-profit organizations, service clubs, and other entities that meet, enhance, or further the mission and vision of the District.

PURPOSE AND SCOPE

2142.2 To establish guidelines that govern the approval of sponsorship agreements involving District services and assets. This will help potential sponsors understand the opportunities and constraints of sponsorship.

This policy is not applicable to gifts, grants, or unsolicited donations in which no benefits are granted to the donor and where no business relationship exists.

2142.3 This policy applies to all District elected officials, executives, employees, interns, volunteers, contractors, vendors, suppliers, members of the public, and other persons who participate in District programs and services.

APPLICATION

2142.4 Definitions:

- a. Sponsorship: A mutually beneficial business arrangement between the District and a third party, wherein the third party provides cash and/or in-kind services to the District in return for access to commercial marketing potential associated with the District. Marketing partnerships may include sponsorship of one or more of the District’s programs, projects, events, facilities, or activities.
- b. Sponsor: A third-party such as an individual, foundation, corporation, government agency, non-profit, for-profit, service clubs, etc.
- c. Sponsorship Agreement: The legal instrument that sets out the terms and conditions that parties have agreed to.
- d. Sponsorship Criteria and Assessment Checklist: The District’s criteria for determining if a sponsor meets the requirements of this policy. The checklist is attached to this policy and may be amended from time to time by the General

Manager or designee.

- e. Designated Authority: District staff who have the authority to enter into a negotiation with prospective sponsors.
- f. Recognition Benefits: Opportunities are given to the sponsor to have its name/logo appear on District property or materials for a specific period as specified in the sponsorship agreement.

2142.5 Sponsorships allow the District to maintain and enhance the delivery of core services beyond the levels funded from the District's current revenue sources.

In appreciation of such support, the District will provide sponsors with suitable acknowledgment of their contributions. Recognition of support will adhere to the aesthetic values and purpose of the Districts parks, facilities, and services. Recognition shall not detract from the visitor's experience or expectations, nor shall it impair the visual qualities of the site or be perceived as creating a proprietary interest.

2142.6 The following principals form the basis of the District's consideration of sponsor proposals:

- a. The mission of the sponsorship organization should not conflict with the mission, vision, values, and goals of the District and its Departments, or any formal policies or proclamations of the Board.
- b. Sponsorships cannot be conditional on the District's performance.
- c. Sponsorships should provide a positive and desirable image to the community.
- d. Sponsorship benefits offered should be commensurate with the value of the sponsorship.
- e. Individual sponsors should not limit the District's ability to seek other sponsors.
- f. Recognition benefits to be offered do not compromise the design standards and visual integrity of District property.
- g. An evaluation of the potential sponsor and its proposal will include, but not be limited to the following:
 - 1. Products/services offered.
 - 2. Organization's record of involvement in environmental stewardship, social responsibility, and history of involvement in the community.
 - 3. Principles of the organization.
 - 4. Sponsor's rationale for its interest in the District.

5. Sponsors expectations.
6. The operating and maintenance costs associated with the sponsorship.
7. Sponsor's timeliness and/or readiness to enter into an agreement.
8. Impact on the community and District customers where the sponsorship is implemented.
9. Impact on the ability of the public to access District property and programs.

2142.7 The District shall not enter into a Sponsorship agreement with any organization that does not further enhance, promote, or support the mission, vision, values, and goals of the District and its Departments, or that presents a potential conflict of interest, which includes, but is not limited to, the following:

- a. Political candidates or political parties.
- b. Activities or products that are restricted, by law, to adults including, but not limited to, alcoholic beverages, tobacco/vaping products, firearms, and/or gambling, except where approved by the General Manager and/or designee for an adult event.
- c. Sexually explicit materials or businesses, pornography, sale of illegal drugs, and other goods/businesses/services inappropriate for promotion to a family audience and/or that are restricted by law, to adults only.
- d. Entities that practice or promote discrimination in employment practices or services on the basis of race, religion, national origin, disability, age, gender, pregnancy, (including childbirth and related medical conditions), marital status, gender identity, medical condition, genetic information, military or veteran status, sexual orientation, or any other protected characteristic under applicable law.
- e. A religious organization, including faith-based organizations or religious programs whose principal purpose is promulgating a particular religious faith, creed or doctrine.
- f. A business or organization engaged in any stage of negotiation with the District unless the contract is directly linked to a marketing sponsorship opportunity.
- g. A business or other entity engaged in litigation with the District.
- h. Organizations that operate or support activities counter to the policies of the District.
- i. Entities that would be a direct competition to the services provided by the Department which manages the event, activity, or property. Exclusions may be

made for competitors sponsoring a regional event or activity which draws attendance beyond District limits.

PROCEDURE

2142.8 These procedures have been established to ensure all sponsors are treated in an equitable and appropriate manner and that in recognizing sponsor's support, the values and purpose of a particular facility or park are not diminished.

2142.9 Sponsorship Categories. Sponsorships are appropriate for the following broad types:

- a. *Event Sponsorship*. Financial or in-kind support for an event organized by the District.
- b. *Park/Facility Sponsorship*. Financial or in-kind support associated with the design, construction, repair, and/or improvement of a particular park or facility.
- c. *Program Sponsorship*. Financial or in-kind support that facilitates the ongoing delivery of a particular District program.
- d. *Project Sponsorship*. Financial or in-kind support of a specific District project, which is usually a one-time effort. Results often include a product being developed for the District and for the public (e.g., Department Master Plan).

2142.10 Types of Recognition. Sponsors will be provided with a level of recognition that is commensurate with their contribution. Off-site recognition may include, but not be limited to: thank you letter, website, social media, newsletter, media releases, fliers, catalogs, guides, etc. On-site recognition may include, but not be limited to temporary signs, which may include the use of logos, and verbally acknowledging the sponsor during the program or event.

2142.11 Process. The process for obtaining sponsorship shall be administered by the District's Designated Authority. The Designated Authority is authorized to enter into negotiation with prospective sponsors.

2142.12 Sponsorships are arranged primarily through two processes: a) self-initiated by the potential sponsor or b) initiated by the District through a formal or informal "RFS" (Request for Sponsors) process.

Interested sponsors are encouraged to contact the District at any time to discuss potential sponsorship by submitting a Sponsorship Opportunities Interest Form. If initiated by the potential sponsor, the procedure is:

- a. Completion of a Sponsorship Opportunities Interest Form.
- b. Meet/speak with District Designated Authority.
- c. Sponsorship agreement drafted with the level of sponsorship and benefits to the District.

- d. Approval by appropriate level.
- e. Complete agreement.

2142.13 The District will work with the Sponsor in creating the sponsorship benefits. The District retains final approval over the content, placement, appearance, and wording of all benefits provided to sponsors.

The District must approve in writing the use of its logos and all other marketing associations by Sponsors for their use. All such uses by the Sponsor must be associated with the specific sponsorship and are prohibited for any other use.

2142.14 Agreement. The District will use current market research data to calculate the value for each tangible and intangible asset offered by the District to the Sponsor. Determining sponsorship costs and values will be a mixture of “value-based” system (e.g. based upon the value of the tangible and intangible marketing and brand benefits to the sponsor) and “cost-based” system, where the goal is to recover at least the costs of an event, program, project or site operations.

Sponsorships shall require an approved sponsorship agreement that contains the following:

- a. Clear statement of how the District is improving services through this funding and how the sponsorship supports the mission, vision, values, and goals of the District.
- b. Clear statement of the District’s and the sponsor’s responsibilities and roles.
- c. Details of the exchange of benefits, including a description of all fees, products, services, in-kind services or other benefits provided to the District by the sponsor, and all marketing rights and benefits provided by the District to the sponsor.
- d. Term and termination provisions.
- e. Signatures by authorized representatives of the District and sponsor.
- f. The level of approval required for sponsorship agreements is based on the amount and complexity of benefits exchanged. Approval includes evaluation by District Counsel of sponsorship agreement for compliance with applicable federal and state tax laws. Signature authority will be based upon the values set forth within the District’s procurement policy.

2142.15 Recognition of Sponsors. The following principles form the basis of the organization’s recognition of sponsors:

- a. Recognition of a sponsor will not suggest in any way the endorsement of the sponsor’s goods or services by the District.

- b. Any physical form of on-site recognition will be done in such a way that it minimizes impacts on the visitor's experiences and visitor use or routine District property operations.
- c. The form of any on-site recognition will be of an appropriate size and color and will be done in a way that minimizes the impacts on District property surroundings or any interpretive message.
- d. The General Manager and/or designee may impose additional subject-matter restrictions on advertising and sponsorship agreements consistent with applicable law and the use of District property by citizens of all ages, in particular young children and families.

2142.16 Termination. The District reserves the right to terminate an existing sponsorship agreement should conditions arise during the term of the sponsorship that results in it conflicting with this policy or if that sponsorship no longer supports the best interests of the District. A decision to terminate shall be made by the General Manager and/or designee in consultation with District Counsel.

2142.17 Ethical Considerations. Sponsorships are an important way in which the District can obtain additional resources to support the pursuit of its mission. However, sponsorships may come with unintended consequences, and, as such, all sponsorship offers need to receive careful consideration.

On occasion, the District may need to reject a sponsorship offer. Circumstances under which this may occur include:

- a. The potential sponsor seeks to secure a contract, permit, or lease.
- b. The potential sponsor seeks to impose conditions that are inconsistent with the District's and its Department's mission, vision, goals, values, policies, and/or planning documents.
- c. Acceptance of a potential sponsorship would create a conflict of interest or policy.
- d. The potential sponsor is in litigation with the District.

2142.18 Monitoring and Reporting. The District Designated Authority will track in-kind and cash sponsorships monthly; data will be reported to the Board annually.

The District Designated Authority will compile and present Post-Event Fulfillment Report to the Sponsor upon completion of the sponsorship agreement. The Post-Event Fulfillment Report will include the following information:

- a. Executive summary of all agreed deliverables.
- b. Attendance figures.

- c. On-site exposure.
- d. Document through photos, samples, and reproductions of agreed marketing.
- e. Copies of ads, media and articles in which sponsor's name or logo appears.

REFERENCES

2142.19 Sponsorship Criteria and Assessment Checklist

SPONSORSHIP CRITERIA AND ASSESSMENT CHECKLIST

The following are key analytical questions that will assist the District in deciding whether or not to pursue a particular Sponsorship and can help in negotiating a formal Sponsorship agreement.

1. Alignment with District and Department mission, vision, goals, values, and policies.

Does the proposed sponsorship:

- A. Support the District mission, vision, and values?
- B. Support the Department's mission, vision, and goals?
- C. Assist the District or Department in achieving Master Plan or Strategic Plan objectives?
- D. Align with District or Department policies?
- E. Align with the District's Commitment to Diversity policy?

2. Benefits to the District, Department, and Public.

Will the proposed Sponsorship:

- A. Increase public access to parks, facilities, or services?
- B. Help meet the needs and interests of underserved and/or diverse populations?
 - a. Will it increase user groups?
 - b. Will it increase the variety of services and programs offered?
 - c. Will it increase the capacity or expand access by diverse user groups?
- C. Improve or enhance the quality of services?
 - a. Physical improvements or added amenities to parks, facilities, etc.? How will these be maintained?
 - b. Increase safety?
- D. Provide other benefits to the public or District?

3. Budget Considerations.

Does the proposed Sponsorship:

- A. Provide a financial benefit to the District?
 - a. Does it bring in additional revenue?
 - b. Reduce operating, maintenance or capital costs?
- B. Compliment efforts by other District or Department partners?
- C. Align with Capital and Asset Improvement Plans?
- D. Leverage existing resources?
- E. Increase or decrease the District's legal liability?

4. Community Relations.

Does the proposed Sponsorship:

- A. Have the potential for controversy?
- B. Have the potential of being perceived as commercialization of District resources without offsetting public benefits?
- C. Require a public involvement process?
- D. Require a marketing or communications plan?
- E. Have the potential negative impact to neighboring communities such as increased traffic, noise, parking, etc.?
- F. Have the potential to adversely impact District resources or result in a significant change of use?

SPONSORSHIP PERFORMANCE ASSESSMENT

At the completion of a sponsorship agreement, the Sponsorship Performance Assessment must be completed by staff. The assessment will capture data to assist staff in completing the Activation Report and determine the potential for future sponsorship agreements with the sponsor.

1. Did the Sponsorship result in expected benefits to the District and/or the public?
2. Were the desired goals achieved? Are there positive, measurable outcomes? Is there data to support outcome achievement?
3. Were staff satisfied with the result of the sponsorship?
4. Were the terms and conditions of the sponsorship agreement between the sponsor and the District met and to the satisfaction of both parties?
5. Did the sponsorship bring in new income?
6. Did the sponsorship achieve revenue and expense reduction expectations?
7. Did the sponsorship result in added short- or long-term costs to the District?
8. Did the sponsorship result in added or decreased liability to the District?
9. Did the District receive any public feedback regarding the sponsorship?
10. Were users supportive, or conversely, gave no substantial negative feedback about the sponsorship?
11. Have overall expectations and goals of District staff been satisfied?
12. Do you recommend to partner again with this sponsor in the future?

ANNUAL DISCLOSURE

Policy # **2180**
Original Effective Date: 09/16/2020
Revision Date:
Type of Policy: BOARD DISTRICT FIRE PARKS

POLICY

2180.1 Cosumnes Community Services District ("District") will comply with all applicable federal and state securities laws and promote best practices regarding the preparation of the District's Continuing Disclosure Documents.

PURPOSE AND SCOPE

2180.2 The purpose of this policy is to summarize the continuing disclosure responsibilities of the Disclosure Consultant and District employees in connection with the District finances. The Chief Administrative Officer ("CAO") shall be the Disclosure Consultant's representative responsible for establishing and coordinating compliance with this policy.

2180.3 This policy applies to all District elected officials, executives, employees, and other persons who have access to undisclosed material information.

APPLICATION / PROCEDURE

2180.4 Definitions:

- a. Continuing Disclosure Documents: (a) annual continuing disclosure reports titled with the Municipal Securities Rulemaking Board ("MSRB") and (b) event notices and any other filings with the MSRB.
- b. Official Statements: preliminary and final official statements, private placement memoranda and remarketing memoranda related to the District's securities, together with any supplements, for which a continuing disclosure obligation is required.

2180.5 District Staff and Responsibilities: The CAO designates the Financial Manager to manage the District's disclosure requirements as listed below.

- a. Preparing and filing the Continuing Disclosure Documents, to the extent such filings are not prepared and filed by the Disclosure Consultant.
- b. Serving as a "point person" for personnel to communicate issues or information that should be or may need to be included in any Continuing Disclosure Document.

- c. Scheduling the required reviews and meetings with the Disclosure Working Group.
- d. Monitoring compliance by the District with this policy, including timely dissemination of the annual report and event filings as described in sections 2180.7(b) and 2180.7(c) of this policy.
- e. Recommending changes to this policy and its procedures to the CAO as necessary or appropriate.
- f. Following up with others, including management, and/or outside consultants assisting the District, in preparation and dissemination of Continuing Disclosure Documents to make sure that assigned tasks have been completed on a timely basis and making sure that the filings are made on a timely basis and are accurate.
- g. Together with the consultant, coordinating the timely provision of information as needed to fulfill its responsibilities to the regulatory agencies.
- h. Maintaining records documenting the regulatory compliance with this policy.
- i. Reviewing compliance with and providing appropriate certifications in connection with the various covenants in bond documents related to maintenance of revenues, meeting coverage tests, disposing of property, and plan limitations. The District shall review the bond documents to determine which covenants require an annual regular certification and maintain a list with the CAO. The CAO may delegate such compliance requirements to the Disclosure Consultant.

2180.6

Disclosure Consultant: The CAO shall hire, in accordance to the District procurement policy, the Disclosure Consultant. The Disclosure Consultant shall have significant expertise and experience related to on-going disclosure requirements for municipal securities. The Disclosure Consultant is responsible for:

- a. Preparing and/or filing the Continuing Disclosure Documents.
- b. Communicating to District staff its information needs, reviewing Continuing Disclosure Documents and other relevant information, consulting with appropriate District staff or interested parties needed to confirm that the District meets its continuing disclosure obligations.
- c. Providing an annual report to District staff regarding the District's compliance with its ongoing continuing disclosure obligations.
- d. From time to time, making recommendations to District staff regarding ways the District may improve this policy and method of meeting its continuing disclosure obligations.

- e. Assisting the Disclosure Coordinator with the responsibilities listed in section 2180.5 of this policy.
- f. Other items as assigned to the Disclosure Consultant by the CAO.

2180.7 Continuing Disclosure Filings

- a. Overview of Continuing Disclosure Filings
 - 1. Under the continuing disclosures undertakings, it has entered into in connection with its debt offerings, the District is required to file annual reports with the Municipal Securities Rulemaking Board (“MSRB”) Electronic Municipal Market Access (“EMMA”) system in accordance with such agreements in each year. Such annual reports are required to include certain updated financial and operating information (or may refer to a publicly available document), which varies among different obligations issued by the District and the District’s audited financial statements.
 - 2. The District is also required under the continuing disclosure undertakings to file notices of certain events with EMMA.
- b. Annual Reports
 - 1. The District shall ensure that the preparation of the annual reports shall commence as required under each specific continuing disclosure obligation. Before any annual report is submitted to EMMA, the District shall confer with consultants as needed regarding the content and accuracy of any annual report. Prior to each filing, the District will review each report with the Disclosure Consultant, and the Disclosure Consultant will confirm in writing (which may be by email) that such report appears to comply with the requirement of the applicable continuing disclosure undertaking.
- c. Event Filings
 - 1. The District shall notify the Disclosure Consultant if they become aware of any of the material events listed in any of the District’s continuing disclosure undertakings.
- d. Uncertainty
 - 1. The District may direct questions regarding this policy or disclosure to the Disclosure Consultant, District counsel or such other counsel or consultant they deem appropriate.

2180.8 Documents to be Retained

- a. The District shall be responsible for retaining records demonstrating compliance with this policy and its procedures. The District shall retain an electronic or paper file (“Disclosure File”) for each continuing disclosure annual report that the District completes. Each Disclosure File shall include final versions of Continuing Disclosure Documents; written confirmations, certifications, letters and legal opinions described herein; and a list of individuals to whom they have been distributed and the dates of such distributions.
- b. The Disclosure File shall be maintained in a central depository for the period of the life of the bond or the period required by the District’s retention policy, whichever is greater, from the later of the date of delivery of the securities referenced in the Continuing Disclosure Document, or the date of the Continuing Disclosure Document is published, posted, or otherwise made publicly available, as applicable.

2180.9 Education

- a. The District with the assistance of the CAO, shall ensure that staff are properly trained to understand and perform their responsibilities. Such training may include training sessions conducted by consultants with expertise in municipal securities, by the Disclosure Consultant, attendance at conferences, or other appropriate methods identified by the CAO.

2180.10 Amendments

- a. Any provision of this policy and its procedures may be waived or amended at any time by written confirmation of the District upon consultation with the CAO.

REFERENCES

None

STAFF REPORT

DATE: September 16, 2020
TO: Board of Directors
FROM: Sigrid Asmundson, District Counsel
SUBJECT: APPROVAL OF LEXISNEXIS CONTRACT FOR LEGAL RESEARCH SERVER



RECOMMENDATION

The Board of Directors approves a Three-year Subscription Agreement with LexisNexis and authorizes the General Manager to execute the Agreement.

BACKGROUND/ANALYSIS

LexisNexis is an online legal research platform that provides access to all necessary legal documents, include California and Federal codes, regulations, state agency administrative materials and opinions, court cases, legal briefs, and legal practitioner guides. LexisNexis and Westlaw are the 2 most commonly used national legal research platforms. I have used both in my legal career and have found LexisNexis to be the superior platform due to ease of use, customer service, and available legal materials.

The District entered into a one-year contract with LexisNexis in September, 2019 for \$125/month which provided a legal research account for District Counsel as well as sub-accounts for Human Resources. This is a government agency rate. Staff has been happy with LexisNexis' services and, by entering into a 3-year subscription renewal agreement, LexisNexis will discount the current monthly rate by 5% for the full 3 years, at \$122.55/month, for a total contract price of \$4,411.80. Because this is a multi-year contract it requires Board review and approval.

FINANCIAL ANALYSIS

This contract is for 3 years with a total price of \$4,411.80.

SUSTAINABILITY ANALYSIS

This contract is for legal research services and has no impact on the District's sustainability practices.

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

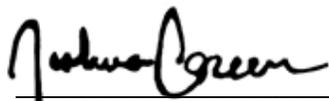
Respectfully submitted,



Sigrid Asmundson
District Counsel

Attachment: LexisNexis Subscription Agreement

Staff Report recommendation authorized by:



General Manager

Attachment A



“Subscriber” Name: Cosumnes Community Services District
Account Number: 4253G453T
“LN”: LexisNexis, a division of RELX Inc.

1. Amendment

This Amendment (“Amendment”) amends and supplements the terms of the Lexis Advance Subscription Agreement previously entered into between LexisNexis, a division of RELX Inc. (“LN”) and Subscriber (the “Subscription Agreement”). This Amendment shall serve as Subscriber’s acceptance of the General Terms & Conditions for Use of the Online Services in effect as of the date of this Amendment and displayed at www.lexisnexis.com/terms/general.

2. Certification

2.1 Subscriber certifies that the number of government professionals in Subscriber’s organization is as set forth below. A “Government Professional User” is defined as an attorney, judge, librarian, researcher, investigator or analyst who is employed by the Subscriber.

Number of Government Professional Users:	1
-------------------------------------------------	----------

2.2 A “Support Staff User” is defined as a person who supports the Government Professional User, including, but not limited to: paralegals, interns, legal secretaries or other administrative support members. 3 ID’s will be issued to support staff for each Government Professional User accounted for above. Support Staff Users will receive access at no additional charge.
2.3 Each LN ID must be issued for individual use by the Government Professional User or Support Staff User.

2.4 If Subscriber, at the time of signing this Amendment has 11 or more Government Professional Users, then Subscriber is required to notify LN if the number of Government Professional Users falls below 11. Subscriber shall, within 30 days of the staffing change, notify LN in writing.

2.5 Subscriber acknowledges that the pricing and menus provided to Subscriber in this Amendment depend in part on the number of Government Professional Users in Subscriber’s organization. Subscriber certifies that as of the date Subscriber signs this Amendment there are the number of Government Professional Users in Subscriber’s organization (the “Reference Number”) as Subscriber has specified above.

- (i) At LN’s request from time to time, Subscriber will certify in writing the then-current Reference Number.
- (ii) If there is a change in the Reference Number during the Term, LN may, in its sole discretion on at least 30 days prior written notice to Subscriber, increase or decrease the Monthly Commitment by an amount that does not exceed, on a percentage basis, the change in the Reference Number.

3. Lexis Advance Product and Charges

3.1 This Section 3 amends the Subscription Agreement with respect to the Lexis Advance® product offering described below. The term of Subscriber’s commitment for the Lexis Advance product offering will begin upon the date Subscriber’s billing account (“Account Number”) is activated (“Activation”) and will continue for the last period set forth in Section 3.3 below (the “Committed Term”). Subscriber may not terminate this Amendment for convenience under the General Terms during the Committed Term. Notwithstanding the foregoing, Subscriber may terminate this Amendment during the Committed Term for a material breach by LN that remains uncured for more than 30 days after LN receives written notice from Subscriber identifying a specific breach. If Subscriber terminates this Amendment pursuant to this Section, then Subscriber will pay all charges incurred up to the date of termination.

Lexis Advance Content & Features		
Product	SKU Number	Number of Users
National Primary Enhanced	1011511	1
CA Practice Library	1010630	1
All Briefs, Pleadings & Motions	1010612	1

3.2 During the Term, the premium features Shepard’s Graphical and Research Map will be included at no additional charge.

3.3 In exchange for access to the Lexis Advance Content, Feature and/or Service set forth above in Section 3.1, Subscriber will pay to LN the following amount (the “Monthly Commitment”) during the periods set forth below.

Committed Term	Monthly Commitment
09/01/2021 - 08/31/2022	\$122.55
09/01/2022 - 08/31/2023	\$122.55
09/01/2023 - 08/31/2024	\$122.55

3.4 During the Term, LN may make content and features available to Subscriber that are not included in the Lexis Advance Content described above which will be offered to Subscriber at an additional charge (“Alternate Materials”). Subscriber will be under no obligation to access and use the Alternate Materials, or to incur additional fees beyond the Monthly Installment. If Subscriber elects to access the Alternate Materials by initialing below, Subscriber will be notified that additional charges will apply before the Alternate Materials is displayed. If Subscriber proceeds to access the Alternate Materials, Subscriber will pay the then current, transactional charge(s) for the Alternate Materials that is displayed at the time of access.

Subscriber elects access to the Alternate Materials

(Initial)

3.5 Use of Lexis Advance under this Amendment is available to Subscriber and its Authorized Users (defined in the General Terms).

3.6 LN may temporarily suspend access to Lexis Advance until all unpaid amounts are paid in full. No claims directly or indirectly related to this Amendment with respect to amounts billed or payments made under this Amendment may be initiated by Subscriber more than 6 months after such amounts were first billed to Subscriber.

4. Closed Offer

The prices and other terms are subject to change if Subscriber has not submitted a signed original or copy on or before September 30, 2020.

5. Confidential Information

Subject to any state open records or freedom of information statutes, this Amendment contains confidential pricing information of LN. Subscriber understands that disclosure of the pricing information contained herein could cause competitive harm to LN, and will receive and maintain this Amendment in trust and confidence and take reasonable precautions against such disclosure to any third person. This Section 5 will survive the termination or expiration of this Amendment.

6. SUPPORT AND TRAINING

During the Term, Subscriber, with the support of LN, agrees to encourage the effective use of Lexis Advance through:

- (a) Meaningful participation in additional ongoing programs presented by LN to update and train Authorized Users;
- (b) Authorize the periodic distribution of memos or other communications by LN and/or Subscriber to Authorized Users;
- and
- (c) The periodic review with LN of Subscriber’s Authorized User’s use of materials and training under this Amendment.

7. Miscellaneous

This Amendment does not bind either party until it has been accepted by both parties. Subscriber may accept this Amendment by signing below. LN will accept this Amendment by providing Subscriber with access to Lexis Advance or by signing below.

LEXISNEXIS WILL NOT ACCEPT ANY CHANGES, CORRECTIONS OR ADDITIONS TO THIS AMENDMENT UNLESS SUCH CHANGES ARE EXPRESSLY ACCEPTED BY LN IN WRITING. SUCH CHANGES WILL HAVE NO LEGAL EFFECT.

AGREED TO AND ACCEPTED BY:

Subscriber: Cosumnes Community Services District
[MUST BE COMPLETED BY SUBSCRIBER]
Authorized Subscriber Signature: _____
Printed Name: _____
Job Title: _____
Date: _____
Number of Professional Users: _____

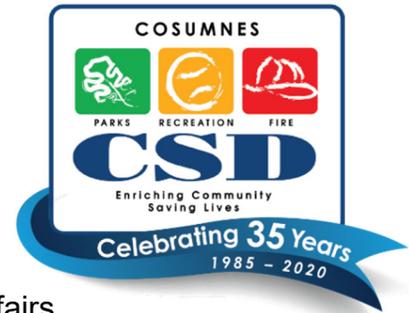
LexisNexis, a division of RELX Inc.

[COMPLETED BY LEXISNEXIS]

Authorized Signature: _____
Name: _____
Job Title: _____
Date: _____

STAFF REPORT

DATE: Sept 16, 2020
TO: Board of Directors
FROM: Nitish Sharma, Chief Finance Administrator Officer
BY: Kelly Gonzalez, Director of Business and Public Affairs
SUBJECT: **AUTHORIZE THE GENERAL MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH THE ELK GROVE SCHOLARSHIP FOUNDATION**



RECOMMENDATION

The Board of Directors approves a Professional Services Agreement with Elk Grove Scholarship Foundation and authorizes the General Manager to execute the Agreement and any future addendums or amendments.

BACKGROUND/ANALYSIS

The District is authorized to enter into agreements for the purpose of cultivating partnerships that advances the District's to further enhance our mission. In spring of 2020, staff began discussions with the Elk Grove Scholarship Foundation (Foundation). The Foundation is a non-profit organization dedicated to supporting the college and career plans of students in the Elk Grove Unified School District area. Scholarships are provided every year from the endowments and documentations of community members, families, individuals, business and community organizations.

The Foundation wishes to enter into an agreement where the District will provide staff to assist with administration for fundraising and promotion services. The Foundation will pay the District for direct costs for staff time and supplies which is estimated at \$50,000 annually. The Foundation will be invoiced on a monthly basis as identified in the scope of services (Attachment A). Services that the District will support the Foundation include the following items:

1. Provide regular support to the President and the Board of the Foundation.
2. Implement and promote the Foundations mission and annual scholarship process.
3. Manage and administer the Foundation's mission and annual scholarship process.
4. Manage and administer the Foundation's portfolio of scholarship funds.
5. Oversee and facilitate all aspects of fundraising for the Foundation.
6. Provide assistance to the Bounty of the Boulevard fundraising event.

FINANCIAL ANALYSIS

The FY 2020-21 District budget does not currently include revenue or expenses for the services. These funds will be identified and allocated in the upcoming Quarter 1 budget update.

SUSTAINABILITY ANALYSIS

This request has no environmental impact.

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

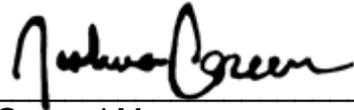
Respectfully submitted,



Nitish Sharma,
Chief Administrative Officer

Attachment A: Professional Services Agreement

Staff Report recommendation authorized by:



General Manager

Approved as to Form:



District Counsel

Attachment A

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into this 19 day of September 2020 (the “Agreement Date”) by and between:

1. PARTIES

1.1 District:

Name: Cosumnes Community Services District (“District”)

Address: 8820 Elk Grove Blvd., Elk Grove, CA 95624

Phone: (916) 405-7150 Fax: (916) 685-5216

Representatives: Joshua Green, General Manager

1.2 Contractor:

Name: Elk Grove Regional Scholarship Foundation (“Foundation”)

Address: P.O. Box 2021, Elk Grove, CA 95759-2021

Phone: (916) 479-0604

Representative: John Shook, President

2. PROJECT NAMES (THE “PROJECT”)

2.1 **Fundraising Administration and Promotion Services**

2.2 Foundation may bring forth additional Projects to District as necessary, which may be approved or denied in the District General Manager’s sole and absolute discretion. For each additional Project, a separate Attachment shall be prepared in accordance with the provisions of this Agreement and shall be incorporated into this Agreement.

2.3 In no event shall the District be required to provide any services to the Foundation that conflict or compete with any District programs, regulations or missions. In the event that a service conflicts or competes with a District program, regulation or mission, the District shall provide notice, in writing, to Foundation of such conflict or competition. The District’s determination as to what constitutes a conflict or competition shall be final and binding.

3. DESCRIPTION OF WORK

3.1 District shall render the services described in Attachment A for each Project (hereinafter, the “Services”) in accordance with this Agreement. District may engage subcontractors to perform all or any part of the Services. Foundation and

District may from time to time make changes to the description of the Services. All Services shall be performed pursuant to the terms and conditions of this Agreement. A timeline for completion of the Services as outlined in Attachment A shall be mutually agreed upon by Foundation and District and appropriately documented in writing.

3.2 All attachments referred to in this Agreement are incorporated herein by that reference; however, in the event of any conflict between attachments and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall control.

3.3 In trade for the costs incurred by the District that are associated with management of the Fundraising and Promotion Services, the Foundation agrees that the position may provide support to other District events, programs or special projects, as needed, without any cost to District.

4. COMPENSATION

4.1 Charges for the Services rendered will be made in accordance with the Contract Price indicated in Attachment A. Attachment A may be amended from time to time by mutual agreement of the Parties.

4.2 Each month the District shall submit to the Foundation an invoice showing the costs incurred for the prior month indicated in Attachment A. The Foundation shall pay to District the full amount set forth in the Invoice within 30 (thirty) days of receipt of such Invoice. Payment shall be made at the address set forth in the Attachment A.

5. REPRESENTATIVES

Each party shall designate a representative in the Section 6 who is authorized to act on behalf of that party and receive notices under this Agreement.

6. NOTICES

Any notices, consents and approvals as required to be given hereunder shall be given in writing by (i) registered mail or certified mail, postage prepaid, return receipt requested, (ii) electronic mail, read receipt requested, (iii) by fax, or (iv) by personal delivery. Notices shall be considered given when mailed or sent. Notices shall be addressed as follows:

District: Cosumnes Community Services District
8820 Elk Grove Boulevard
Elk Grove, CA 95624
Tel: (916) 405-7150, Fax: (916) 685-5216
Email: GeneralManager@yourCSD.com
Attention: Joshua Green, General Manager

Consultant: Elk Grove Regional Scholarship Foundation
P.O. Box 2021
Elk Grove, CA 95759-2021
Email: john.shook@norcalgold.com

7. DISTRICT'S RESPONSIBILITIES

7.1. In the performance of the services under this Agreement, District shall be, and acknowledges that District is in fact and law, an independent contractor and not an agent or employee of the Foundation. District has and retains the right to exercise full supervision and control over the manner and methods of providing services to Foundation under this Agreement. All employees, agents, contractors, or subcontractors hired or retained by the District are employees, agents, contractors, or subcontractors of the District and not of the Foundation.

8. TERMINATION OF CONTRACT

8.1 This Agreement may be terminated by either party, without cause, upon the giving of thirty (30) days' written notice to the other party. The Foundation shall be responsible for paying for all District Services provided under this Agreement prior to the termination date.

9. EQUAL EMPLOYMENT OPPORTUNITY

District shall continue to provide equal employment opportunity to all qualified persons and to recruit, hire, train, promote and compensate persons in all jobs without regard to race, color, religion, sex, age, disability or national origin or any other basis prohibited by applicable laws.

10. INDEMNITY

To the fullest extent permitted by law, Foundation shall defend, indemnify and hold the District, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or relating to any negligence, errors or omissions, recklessness, or willful misconduct of Foundation, its officials, officers, employees, agents, contractors, and contractors arising out of or in connection with the performance of the District's Services, including without limitation the payment of all consequential damages, expert witness fees, and attorneys fees and other related costs and expenses. Foundation shall defend, at Foundation's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against District, its directors, officials, officers, employees, agents, or volunteers. Foundation shall pay and satisfy any judgment, award or decree that may be rendered against District or its directors, officials, officers, employees, agents, or volunteers, in any such suit, action or other legal proceeding. Foundation shall reimburse District and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Foundation's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the District, its directors, officials, officers, employees, agents, or volunteers.

11. FORCE MAJEURE

Any default in the performance of this Agreement caused by any of the following events and without fault or negligence on the part of the defaulting party shall not constitute a breach of contract: labor strikes, riots, war, acts of governmental authorities, unusually severe weather conditions or other natural catastrophe, or any other cause beyond the reasonable control or contemplation of either party.

12. GOVERNING LAW AND VENUE

This Agreement shall be governed, construed and enforced in accordance with the laws of California and venue shall be in Sacramento County.

13. DISPUTES

If a dispute should arise regarding the performance of this Agreement, the following procedures shall be used:

13.1 Initial Resolution Effort

(a) The complaining party shall reduce its position to writing along with a recommended method for resolving the dispute and forward a copy of the dispute document to the other party.

(b) Within ten (10) working days of receipt of the dispute document, the other party shall reply to the dispute document with a written response that sets forth the other party's position and recommended method of resolving the dispute.

(c) The General Manager shall represent the District in this process.

13.2 If the dispute is not resolved in accordance with Section 13.1, each party's respective Boards shall designate 2 Board members to meet and confer on a resolution.

13.3 If the dispute remains unresolved and the parties have exhausted the procedures of this Section, the parties may then seek remedies available to them at law.

14. ATTORNEYS' FEES

In the event of a dispute hereunder, the prevailing party is entitled to recover from the other party all costs incurred by the prevailing party in enforcing this Agreement and prosecuting the dispute, including reasonable attorney's fees and expert's fees, whether incurred through formal legal proceedings or otherwise.

15. ASSIGNMENT AND SUCCESSORS

Neither District nor Foundation shall, without the prior written consent of the other party, assign the benefit or in any way transfer the obligations of this Agreement or any party hereof. This Agreement shall inure to the benefit of and be binding upon the parties hereto, and except as otherwise provided herein, upon their executors, administrators, successors and assigns.

16. ENTIRE AGREEMENT

This Agreement constitutes the sole and entire agreement between District and Foundation relating to the Project and supersedes all prior agreements between them, whether written or oral, respecting the subject matter hereof and no other terms, conditions or warranties, whether express or implied, shall form a part hereof. This Agreement may be amended only by written instrument signed by both District and Foundation.

17. SEVERABILITY

If any term, condition or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect.

18. SIGNATURE AUTHORITY

The individual executing this Agreement on behalf of each party warrants that he/she is authorized to execute the Agreement on behalf of his/her party and that the individual's party will be bound by the terms and conditions contained herein.

19. APPROVAL OF LEGISLATIVE BODY

This Agreement shall not be binding upon either party until their respective legislative boards approved all the terms and conditions contained herein.

District shall implement this Agreement through its General Manager. The General Manager is hereby authorized by District to enter into agreements referenced in this Agreement or reasonably required to implement this Agreement on behalf of District, issue approvals, interpretations or waivers and enter into certain amendments to this Agreement on behalf of District to the extent that any such action(s) does/do not increase the monetary obligations of District by more than Fifty Thousand Dollars (\$50,000) in the aggregate. All other actions shall require the consideration and approval of the District Board of Directors, unless expressly provided otherwise by action of the District Board of Directors. Nothing in this Section shall restrict the submission to the District Board of Directors of any matter within the General Manager's authorization under this Section, in the General Manager's sole and absolute discretion, to obtain the District Board of Director's express and specific authorization on such matter. The specific intent of this Section is to authorize certain actions on behalf of District by the General Manager, but not to require that such actions be taken by the General Manager without consideration by the District Board of Directors.

20. INSURANCE

20.1 Foundation shall obtain, and during the term of this Agreement shall maintain, policies of commercial general liability insurance from an insurance company authorized to be in business in the State of California in an amount of not less than One Million Dollars (\$1,000,000) for each occurrence, and shall be endorsed with the following language:

(a) The District's officers, officials, employees, agents and volunteers are to be covered as additional insureds with respect to liability arising out of the acts and omissions by or on behalf of the Contractor.

(b) The policy shall be considered primary insurance as respects the District and District's officers, officials, employees, agents and volunteers. Any insurance maintained by the District, including any self-insurance retention the District may have, shall be considered excess insurance only and shall not contribute with it.

(c) The insurer shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.

(d) The insured waives all rights of subrogation against the District and District's officers, officials, employees, agents and volunteers.

(e) Any failure to comply with report provisions of the policy shall not affect coverage provided to the District and District's officers, officials, employees, agents and volunteers.

(f) Provide that the policy shall remain in full force during the full term of this Agreement and shall not be canceled, voided, terminated, reduced, or allowed to expire without thirty (30) days prior written notice from the issuance company being received by the District.

20.2 Prior to the commencement of work under this Agreement, Foundation shall furnish to the District proof of the insurance required in this Section.

20.3 Any deductibles or self-insured retentions must be declared to and approved by the District. At the District's option, Foundation shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

20.4 Foundation shall provide certificates of insurance with original endorsements to District, as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the District on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the District at all times during the term of this Agreement.

21. USE OF DISTRICT LOGO

- 21.1 The Foundation shall not use the District's logo, service marks or copyrights ("District Intellectual Property") without written permission of the District. Any documents, work product or other materials prepared by the District pursuant to this Agreement that include District Intellectual Property are hereby approved for Foundation's use by the District.

Any documents, work product, and other material prepared by the District on behalf of the Foundation may be used by the Foundation free of additional charge and on a perpetual basis. Nothing herein shall constitute or be construed to be any representation by District that the District's work product is suitable in any way for any use other than as set forth in this Agreement. Any reuse, modification or amendments made by the Foundation shall be at the Foundation's sole risk.

22. LIMITATION ON LIABILITY

22.1 IN NO EVENT SHALL DISTRICT BE LIABLE TO FOUNDATION OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT FOUNDATION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

22.2 IN NO EVENT SHALL DISTRICT'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO DISTRICT PURSUANT TO THIS AGREEMENT IN THE MONTH PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

23. WAIVER

Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.

24. CONFLICT OF INTEREST

No person who is a director, officer, partner, trustee, (including its employees, agents, or and subcontractors) of the District shall maintain or acquire any direct or indirect interest that conflicts with the performance of this Agreement. District shall comply with all requirements of the Political Reform Act (California Government Code sections 81000, *et seq.*) and other laws relating to conflicts of interest, including: (a) District shall not make or participate in a decision made by the Foundation, or any board or commission thereof, if it is reasonably foreseeable that the decision will may have a material effect on District's economic interest, and (b) if required by law, any source of income, investment or interest in real property of that person or District. District agrees to file with the Foundation in a timely manner, those financial disclosure forms as required by the Political Reform Act. Interpretation of this section shall be governed by the definitions and provisions used in the Political Reform Act and other laws relating to conflict of interest. District shall file financial disclosure forms with the Foundation. If District maintains or acquires a conflicting interest, any contract with the Foundation (including this Agreement) involving District's conflicting interest may be terminated by the Foundation.

25. INTERPRETATION

Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair and plain meaning, and not strictly for or against any Party.

26. CONFIDENTIAL INFORMATION

Unless required to do so by law (including, but not limited to, the Ralph M. Brown Act or the California Public Records Act), neither Party may not disclose to third parties any information it receives from the other Party that has been identified as confidential ("Confidential Information"). If either Party determines that it must disclose any information that has identified by either Party as Confidential Information, then it shall promptly give the other Party written notice of its intention to disclose such information and the authority for such disclosure, and shall give that other Party a period of ten (10) days, or such other period as required by statute for disclosure, to notify the disclosing party that it will seek a protective court order to prevent such disclosure or that it will not seek such an order. In the event a Party seeks a protective court order, that Party shall be solely responsible for all costs and expenses, including attorney and court fees, incurred by the other Party related to any claims for failure to disclose such Confidential Information under applicable law ("Claim").

27. COUNTERPARTS

This Agreement may be signed in counterparts, each of which shall constitute an original.

The Parties, intending to be legally bound, have made, accepted and executed this Agreement as of the Agreement Date noted above:

FOR THE COSUMNES COMMUNITY
SERVICES DISTRICT

FOR THE ELK GROVE
REGIONAL
SCHOLARSHIP FOUNDATION

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

ATTACHMENT A
SCOPE OF WORK

The scope of work for District shall be equal to 50% of a Recreation Coordinator and may include, but is not limited to:

- 1. Provide regular updates and assistance to the President and the Board of the Foundation.**
 - a. Along with the monthly invoice, provide a report that summarizes fundraising status, contacts made, funds committed, and funds received.
 - b. Prepare clear and effective narrative, informational, and educational reports, correspondence, and other written material independently or from brief instructions.
 - c. Review the mission and goals of the Foundation with the President and Board on an annual basis.
 - d. Provide periodic reports to the President and Board as assigned by the Director of Business and Public Affairs or designee.
 - e. Meet and work with Board special committees as needed.
 - f. Maintaining Volunteer database.
 - g. Coordinates activities with other employees including the preparation of marketing and informational materials, media coverage, official correspondence, analytical reports, and other documents regarding Foundation activities, sponsorship opportunities, and related matters.
 - h. Other projects as assigned to improve the Foundation's donor and grant recipient experience.

- 2. Implement and promote the Foundation's mission and annual scholarship process.**
 - a. Serve as a primary point of contact for all communications with students, parents, counselors, and college representatives.
 - b. Create new and enhance existing relationships with the local school district, private schools, community members, business community and local service clubs.
 - c. Work with schools/community on advertising scholarships and providing Foundation information.
 - d. Working with past recipients who are a benefactor of the scholarship program to "pay it forward" by repaying with donation to future scholarship recipients.

- 3. Manage and administer the Foundation's portfolio of scholarship funds**
 - a. Assists in the development and implementation of the Foundations' annual sponsorship campaigns; plans strategies that identify product and target markets for scholarship opportunities.
 - b. Evaluate the scholarship program on an annual basis.
 - c. Create awareness of the scholarship program with potential donors, prospective recipients and the broader community by attending events, social engagements, meetings, etc.
 - d. Maintain the Foundation's scholarship software.

- 4. Oversee and facilitate all aspects of fundraising for the Foundation.**
 - a. Seek out funding sources such as new partners, major sponsors, etc.

- b. Meet annual giving targets determined by the Board.
 - c. Develop and implement action plans, timelines and fundraising strategies.
 - d. Recruits and recognizes partners and sponsors that support and enhance the Foundation's programs and events through cash and non-cash donations. Develop and maintain fundraising and in-kind donation database to track these opportunities.
- 5. Provide assistance to the Bounty on the Boulevard fundraising event.**
- a. Co-facilitate the planning meetings and provide support as needed.
 - b. Contact and secure sponsors for the event
 - c. Collect sponsor checks, ticket money, reimbursements and disbursements
 - d. Assist with graphics and printing
 - e. Develop communication and marketing materials to support event
 - f. Assist with the VIP Reception
- 6. Provide assistance with District events, programs or special projects as needed.**
- a. Participate in the planning and organizing and production of the Giant Pumpkin Festival.
 - b. Assist with special projects as needed.

District will ensure staff have effective oral and written communication skills to interact with a broad spectrum of constituencies including donors, community leaders, nonprofit/education representatives, Foundation Board members, staff members, volunteers and scholarship recipients. All materials will be organized with an attention to detail and accuracy. Staff will also be asked to use tact, initiative, prudence, and independent judgment within general policy and legal guidelines in politically sensitive situations.

Term of Agreement

Services shall begin once agreement is signed and District has applicable staff hired to perform the scope of work. Annual projects within scope must be completed within timeline created for each one.

Compensation

Foundation will reimburse the District for the following expenses:

- Direct services and supply estimated at \$5,000
- The estimated cost for salary and benefits for 50% of the cost of a Recreation Coordinator (1.0 FTE), which is estimated at approximately \$45,000.

Increase of Services

The Parties may mutually agree, in writing, to increase the allocation of staff time above 50% for a Recreation Coordinator and/or increase the amount of compensation.

The Parties may mutually agree, to increase the reimbursement of supply costs for more than \$5,000.

JOB DESCRIPTION ATTACHED

STAFF REPORT

DATE: September 16, 2020
TO: Board of Directors
FROM: Nitish Sharma, Chief Administrative Officer
SUBJECT: UPDATE ON THE COSUMNES COMMUNITY SERVICE DISTRICT LONG-TERM FINANCIAL PLAN/UPDATE



RECOMMENDATION

The Board of Directors (“Board”) receives and files the report on the Cosumnes Community Service District Long-Term Finance Plan (“LTFP”).

BACKGROUND

Local agencies across California continue to face mounting short and long-term budgetary challenges, such as the escalating contributions to California Public Employees' Retirement System (“CalPERS”) costs due to lower than expected returns on investment and retirees living longer, costs of providing governmental (fire protection and parks and recreation) services have outpaced revenue growth, the emergence of the coronavirus (COVID-19), deferred maintenance of aging infrastructure looms on the horizon, and instability at the federal/state level threatens to undermine both longstanding and new local funding sources.

Cosumnes Community Service District (“District”) is not immune to these and other financial challenges, but the District is fortunate to have a solid budgetary foundation that should allow it to better withstand the impacts. This cautiously optimistic outlook is thanks to a number of factors, such as, a stable and fiscally responsible Board with a mission of financial sustainability, a stable property tax base, voter-approved parcel assessment measures, revenue provided to carry out strategic initiatives and leverage limited General Fund dollars, and a historically successful record in competing for state and federal grants.

However, the financial upside associated with some of these favorable factors is unlikely to be realized in the near-term and, moreover, the General Fund is not necessarily the direct beneficiary. Therefore, the District’s ability to manage through impending General Fund challenges necessitates a comprehensive long-term budget assessment and strategy, as opposed to attempting to manage these issues through the traditional one-year budget cycle. The purpose of this report is to present staff’s analysis of a ten-year General Fund outlook, identifying problems before they occur, and recommending solutions that aim to balance the following objectives:

1. Maintain a sustainable General Fund budget to support core services for residents and businesses.

2. Build and retain a high-performing and dedicated workforce by promoting diversity, equity, and inclusiveness.
3. Provide sufficient funding for capital projects that create a return on investment to the District; and
4. Be transparent, accountable, and innovative.

ANALYSIS

A ten-year General Fund projection has been attached to this report (**Attachment 1**). The chart is labeled “Status Quo” because it is generally based on continuing the District’s current budget approach and guiding principles. It is important to note that future contract negotiations, debt issuance, or economic downturn will result in the change in the “Status Quo” approach used in the development of this financial plan.

The summary of the long-term financial plan illustrates a slight operating deficit in Fiscal Year 2023-24 through Fiscal Year 2026-27. This deficit is due to a combination of factors including a decrease in the anticipated revenues related to development and an increase in operating costs related to providing services. District staff anticipates adjusting the revenues budget with the implementation of new cost recovery fees, recreation fees, and ambulance services fees in the next two years to mitigate the projected loss. In addition, staff will continue to use technology, evaluation of contractual obligations, innovations, and efficiencies to ensure the costs of providing a service are not increasing drastically and are manageable within allocated resources.

The long-term financial projection (**Attachment 1**) was developed using an analysis of the General Fund’s major sources of revenue and expenditures.

General Fund Revenues

Property Tax Revenue

The model assumes a consistent growth rate for the portion of District property taxes that accrue to the General Fund. It is important to note that most new property tax in the District boundary is generated from the development of new residential and non-residential development, primarily in the City of Elk Grove. The coronavirus pandemic slowed the development slightly; however, due to the housing demand, the amount of equity the developer has in a given project, the construction of backbone infrastructure (shovel ready projects), and to meet the development agreement/plans, the City of Elk Grove continues to see a consistent number of building permits being pulled. Staff analyzed the building permit data posted on the City of Elk Grove [website](#) and noted that a total of 3,265 permits, with a total valuation of \$137.5 million and a total square footage of 2.6 million, were pulled from January 2020 through July 2020. The finalization of these building permits will result in a net increase of \$275,000 (ongoing) in property tax accrual for the next fiscal year or after.

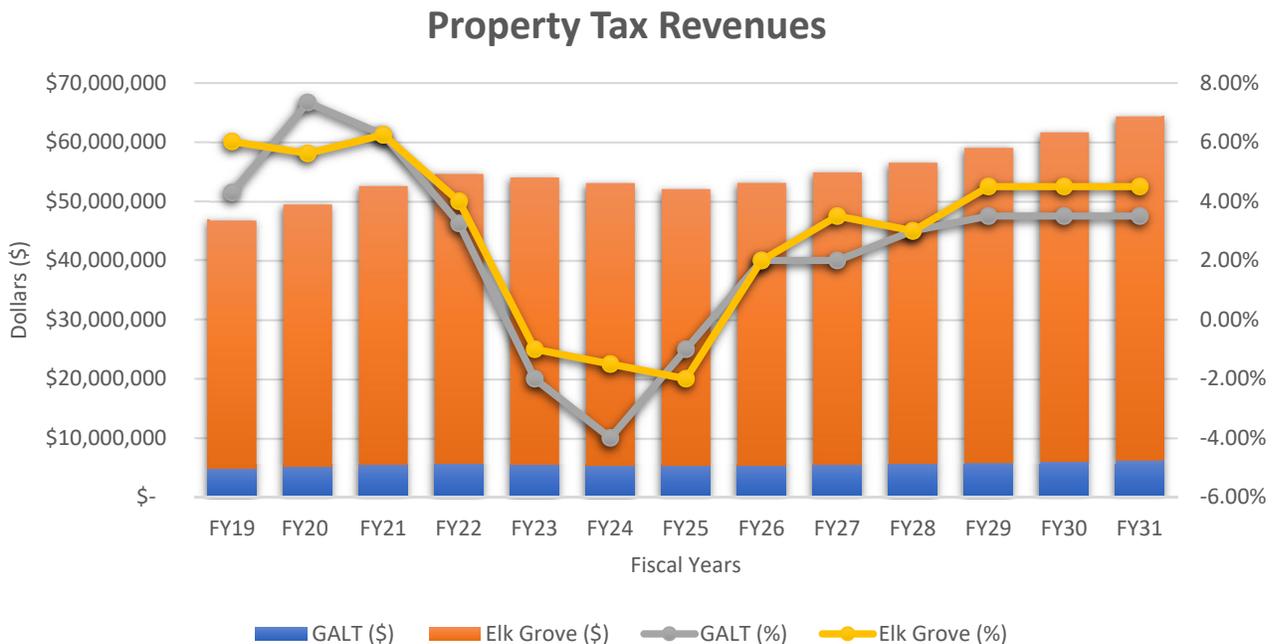
The property tax revenue projections for the next two years, based on the approval of the current development projects, appears to weather the significant amount of increases in the

General Fund costs. However, the property tax assessments for future years, between Fiscal Years 2022-23 and FY 2025-26, are projected to decrease by -2.0% to -4.0%. The decrease is primarily due to a combination of factors including the current economic recession since February of 2020 due to COVID-19, the increase in unemployment rate, the increase in materials and supplies (primarily for construction) due to current international trade war, the slowdown of purchasing power, and the increase in the commercial vacancies or decrease in commercial development primarily retail stores. Staff is projecting a “V” shape scenario to the economic recovery as the growth is projected to return after the Fiscal Year 2025-26. The federal government intervention to project jobs and business, economic aid to consumers, and a very low federal interest rate will help to mitigate the economic losses and provide access to a fast recovery.

Overall, it is important to understand the District finances are usually a few years behind an economic downturn and recovery two years after during the economic growth.

Property tax projections, based on the assumption described above as “Status Quo”, are illustrated in **Figure 1**. Staff will continue to update this illustration as new property tax data, building data, and economic conditions are assessed.

Figure 1: Property Tax Revenue



Ambulance Revenue

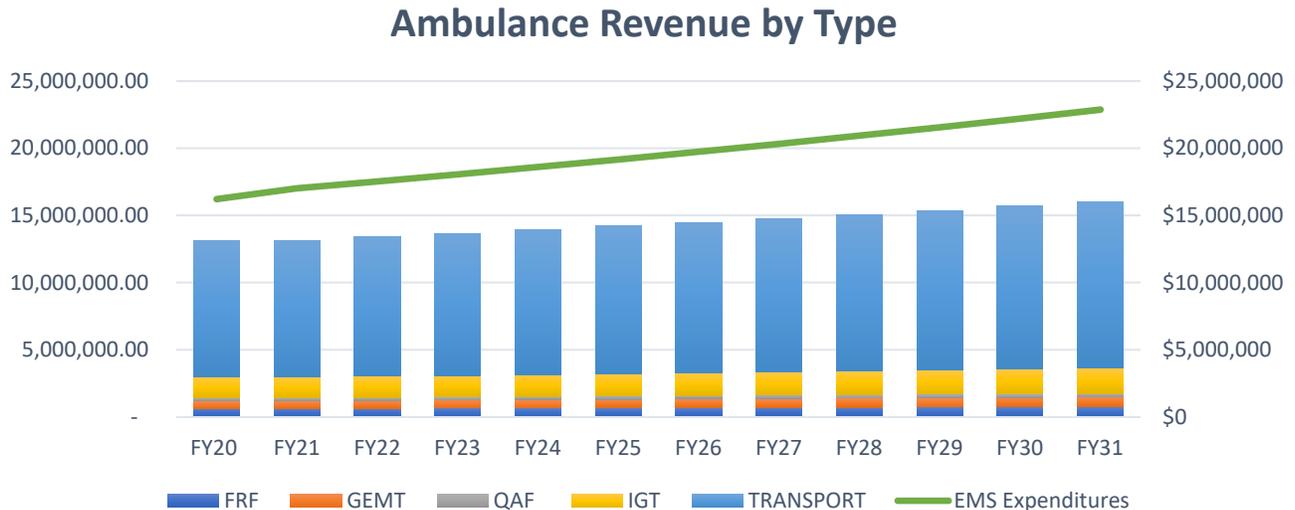
Ambulance revenues represented approximately 18% of General Fund revenue. This current fiscal year, ambulance revenues are projected to earn \$14.0 million. Ambulance transport fees, including the First Responder Fee, are projected to adjust yearly based on the Medical Care Services CPI and Medical Care Commodities CPI for the previous year October to October

time frame. This escalator is in effect until such time as the District conducts another ambulance fee study. It is recommended the District conduct a new fee study every three to five years. The last ambulance fee study was conducted in FY 19-20.

The model assumes a conservative annual growth rate of 2% for ambulance revenue. Although there has been recent or slight decrease in ambulance revenues due to the COVID-19, the District is expecting to meet the current year budget. The ambulance fees are approved for a fee increase each year to cover for the increase in costs of providing services. Staff continues to monitor the ambulance receipts and make adjustment as deem appropriate.

A summary of revenues and expenditures related to ambulance services, provided by the District, are illustrated in Figure 2. A fee adjustment will be required soon to the close the gap between ambulance revenues and ambulance expenditures.

Figure 2: Ambulance Revenue by Type



Recreation Fees

The rapid emergence of the COVID-19 pandemic impacted the District’s recreational revenues. Since March 2020, the District followed health guidelines which triggered the closure of facilities and recreation programs and significantly reduced the District’s part-time workforce. The revenue loss estimated for fiscal year end June 30, 2020 was approximately \$1.7 million. The District presented several solutions including a fiscal contingency plan that appears to offset the total estimated loss as projected.

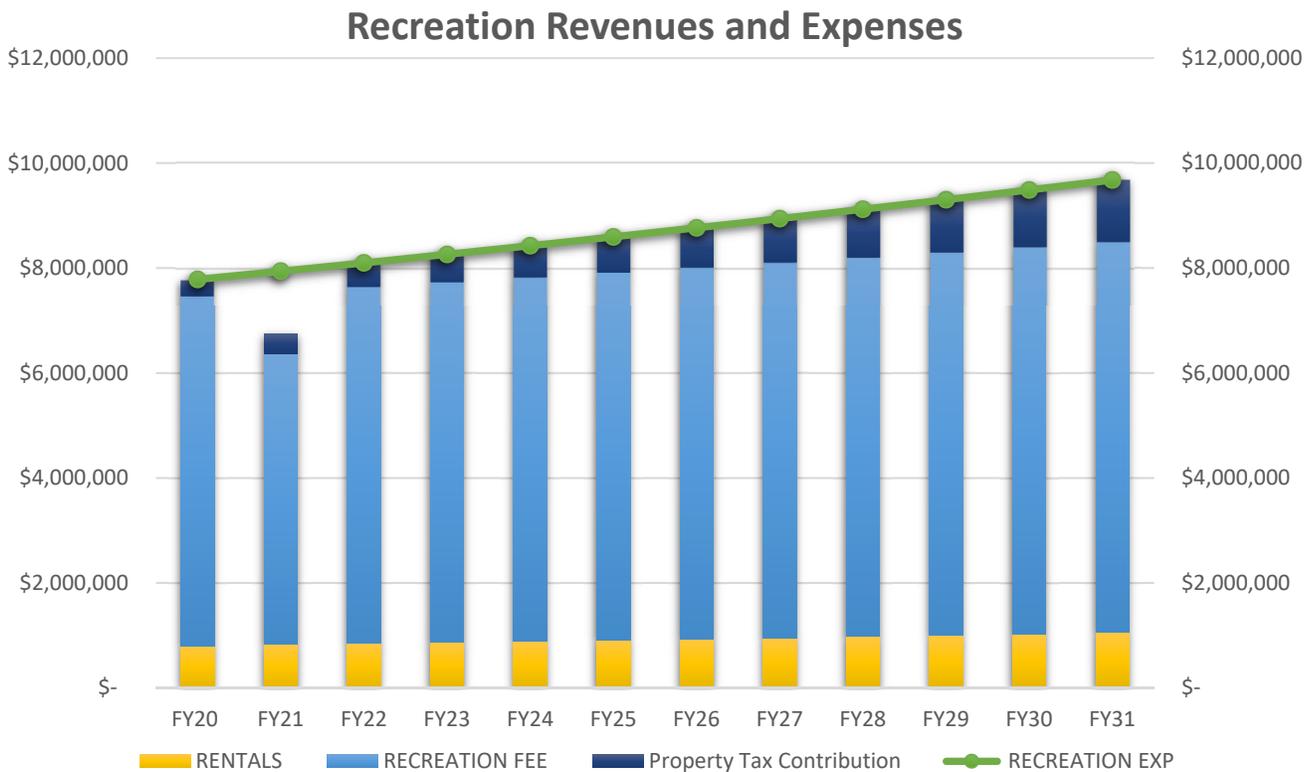
FY 2020-21 recreation revenues for July and August 2020 are approximately \$1.4 million or 64% below last year’s earnings for July and August 2019. As mentioned, the primarily reason for the decrease in revenue is the District’s compliance with County of Sacramento Health Orders related to COVID-19. Recently poor air quality has compounded program offerings. Expenditures for the same period decreased by \$800,000 due to the continued implementation

of the District Fiscal Contingency Plan. Staff will continue to explore options to increase revenue during FY 20-21 to mitigate the projected loss.

The recreation revenue projections for the future years are based on the Fiscal Year 2018-19 actuals plus a 2% annual increase. It is very difficult to estimate the recreation revenue or increases due to the continued closure in the current year from the pandemic. Staff is not seeking to put any other measures in place at the moment due to the anticipated closure of the budget deficit in FY 2020-21; however, staff will commit to provide the Board a quarterly financial update for any future recommendations or policy direction.

A summary of revenues and expenditures related to recreation are illustrated in **Figure 3**. This illustrates the portion of property taxes allocated to fully fund recreation programs, including administration and management. In summary, recreation fees cover approximately 80% of its costs.

Figure 3: Recreation Revenue and Expenditures



General Fund Expenses

Salaries and Benefits

Salaries and benefits provided by the District to active and retired employees account for approximately 75% to 79% of the total General Fund appropriations. The range varies due to

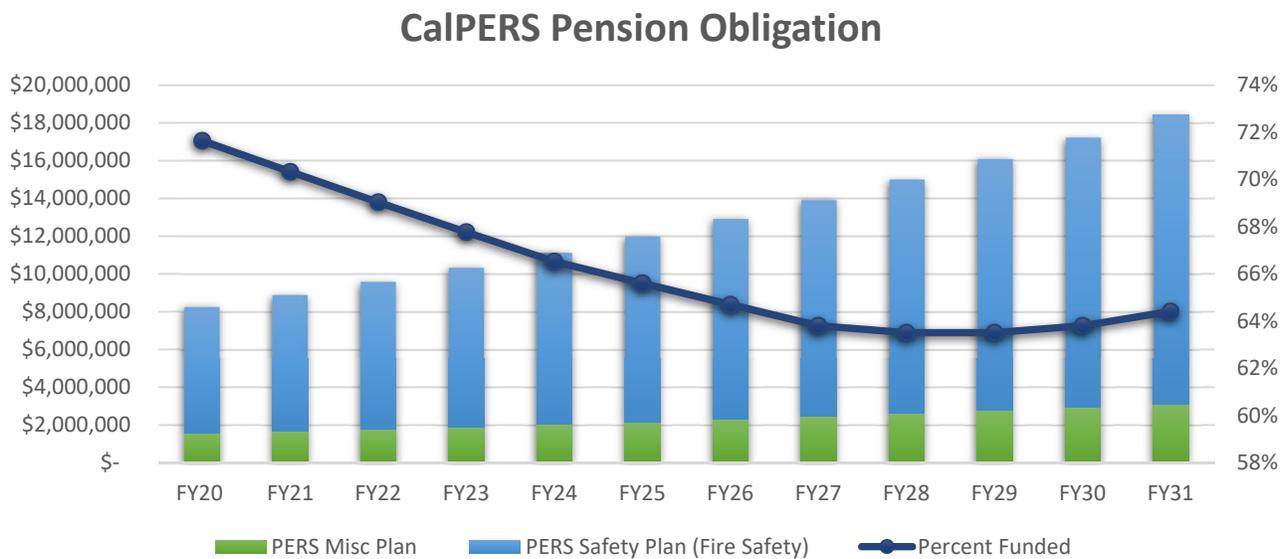
the adjustments in vacant positions, strike team overtime costs and other one-time wage related expenses (for example: unemployment insurance). The forecast for the General Fund salaries and benefits includes an anticipated increase in labor costs related to the current and future labor contract negotiations. The summary below describes the major components of the salaries and benefits expenses:

CalPERS Pension Obligation

The anticipated increases to the District’s annual pension expenses (“CalPERS”) contributions pose a manageable threat to the long-term viability of the General Fund. This is primarily due to the fact that as the District’s workforce in the Classic Tier CalPERS system retire or terminate their employment with the District, the new hires are on a different tier and the retirement benefits are capped at \$151,549; whereas, Classic Tier is capped at \$285,000. In addition, Public Employees’ Pension Reform Act (“PEPRA”), effective on January 1, 2013 was established to ensure the pension fund is financially sustainable over the next 20 years. The PEPRA members are required to contribute at least 50% of the total annual normal pension costs of their benefit.

The pension liability and percent funded for the next ten years is illustrated in **Figure 4**. The funding percentage is likely to increase after FY 28-29 when there will be more employees anticipated to be on a PEPRA retirement system than the Classic System.

Figure 4: CalPERS Pension Obligation



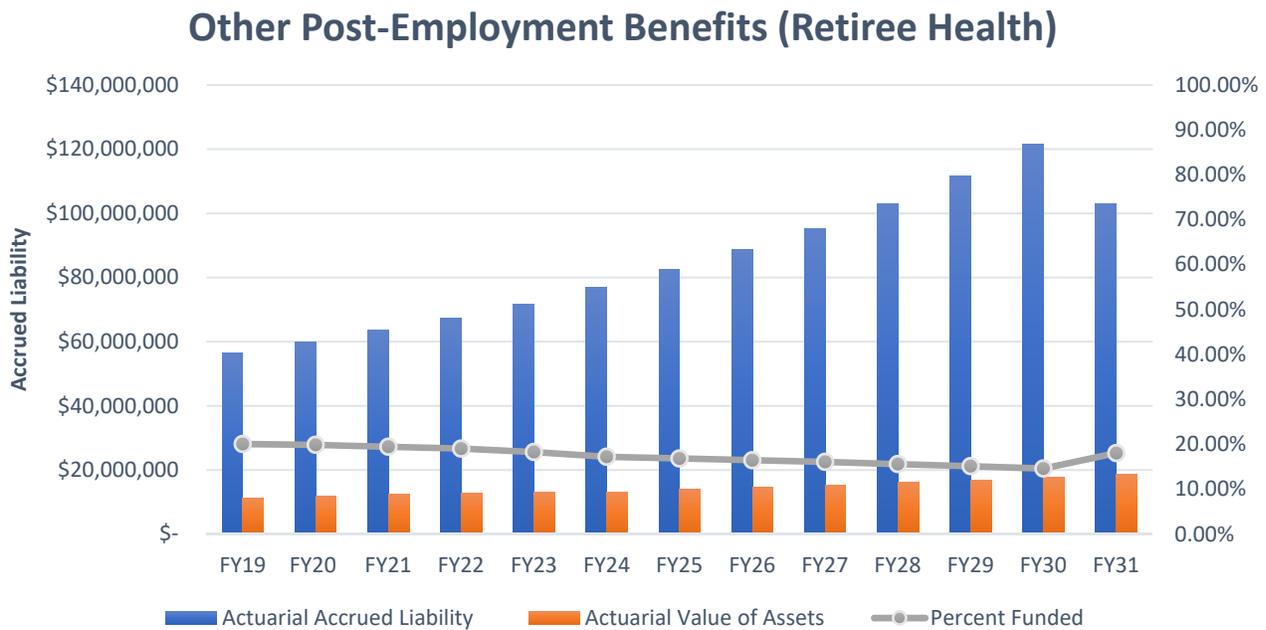
Other Post-Employment Benefits

The anticipated increases in the Other Post-Employment Benefits (“OPEB”), or retiree health expense, pose the biggest threat to the long-term viability of the General Fund. The annual pay-as-you go expenses budgeted for these benefits increase year over year and so does the total debt obligation. In 2016, the District established a Section 115 trust fund dedicated to fund

OPEB for eligible California public agencies. As of June 30, 2020, the net OPEB liability in the trust account is approximately \$48.0 million (\$59.8 million in gross liabilities subtracting \$11.8 million assets). In June 2015, the Government Accounting Standard Board (“GASB”) issued the Statement 74 and 75 on the postemployment benefits. Both these standards were effective on June 15, 2017 requiring public agencies to measure and record the unfunded OPEB liabilities in the annual financial report. The District’s OPEB liability at that time reached \$51.2 million and no plan was in place to fund this huge debt. The District did establish Section 115 Trust with California Employer’s Retiree Benefit Trust (“CERBT”) Fund to fund and limit the debt exposure to the District.

The actuarial accrued OPEB liability and actuarial value of assets for the next year are illustrated in **Figure 5**. The chart also illustrates the percent funded. It is important to note that staff is working with Gov Invest Inc. to update the OPEB liabilities, assets, and the annual pay-as-you-go expenses as part of the Fiscal Year 2020/21 audit. These numbers are subject to change as some of the prior assumptions may change due to the number of anticipated retirees in the next few years, the expected returns on the assets, and the number of employees elect to take the District health benefits. This chart is based on the actuarial report prepared for FY 2019/20.

Figure 5: OPEB Retiree Health



Compensated Absences

The anticipated expenses related to the compensated absences (vacation, sick leave, holiday leave, management leave) drastically increased during the recent retirements and are forecasted to increase in the next few fiscal years. The current census data validates that several District staff are eligible for retirement. This total debt to the District General Fund

related to compensated absences as of June 30, 2020 is expected to be \$2.6 million. Staff is analyzing the anticipated annual cost and will bring forward to the Board a budget adjustment to ensure that funds are set-aside or designed for these expenses.

Debt Obligation

The District total outstanding debt obligation as of June 30, 2020 is \$146.2 million. The annual debt service expenses are \$11.4 million. It is important to understand that debt obligations are set-aside at the beginning of the fiscal year; therefore, any losses in revenues or substantial increase in expenses will be offset by cost cutting measures, revenue enhancements or use of budget stabilization reserve. The total debt outstanding by debt type/instrument is listed in **Table 1**.

Table 1: Total Debt Obligation

Debt Instrument	Amount	Annual Expense
CalPERS Pension Debt	\$ 73,398,481	\$ 3,429,910
Other Post-Employment Benefit Debt	\$ 43,541,042	\$ 4,307,291
Capital Lease Obligation	\$ 7,186,674	\$ 1,971,617
Revenue Obligation Debt *	\$ 19,539,100	\$ 1,634,366
Compensated Absences	\$ 2,519,337	\$ 100,314
Total	\$ 146,184,634	\$ 11,443,498
<i>* Includes Certificate of Participation Debt, Pension Obligation Debt</i>		

Operations and Maintenance

The model assumes a 2% annual growth rate for the non-personnel side of the General Fund budget, which includes the operations and maintenance budgets of the Parks and Recreation, Administration, and Fire Departments. This model does not assume purchase of any significant capital outlay or other General Fund equipment replacement costs. The model will be updated if an item is brought forward to the Board that will have a multi-year payment obligation.

Next Steps

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

1. Financial: Fiscal Contingency Plan: Update and continue to monitor non-essential purchases, hiring, capital improvement projects and equipment, while matching expenditures with District resources. The Fiscal Contingency Plan is still in effect until the full reopening of the District facilities and services. Staff will adhere to the purchasing guideline in the Fiscal Contingency Plan during this time.
2. Revenue Enhancements: Staff continues to evaluate the revenue enhancement opportunities in the current fiscal year.

3. Professional Services Analysis: Staff is analyzing the use of the professional services consultants and determine if some of the tasks can be performed in-house by our existing staff. This report is expected to finish by October. Staff is anticipating presenting the results at the November 2020 Board meeting.

FINANCIAL ANALYSIS

None now; however, future appropriations may be impacted based on the information presented above.

SUSTAINABILITY ANALYSIS

This request has no environmental impact.

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

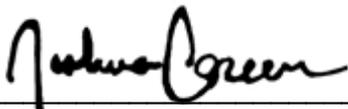
Respectfully submitted,



Nitish Sharma,
Chief Administrative Officer

Attachment A: District Long-Term Financial Plan

Staff Report recommendation authorized by:



General Manager

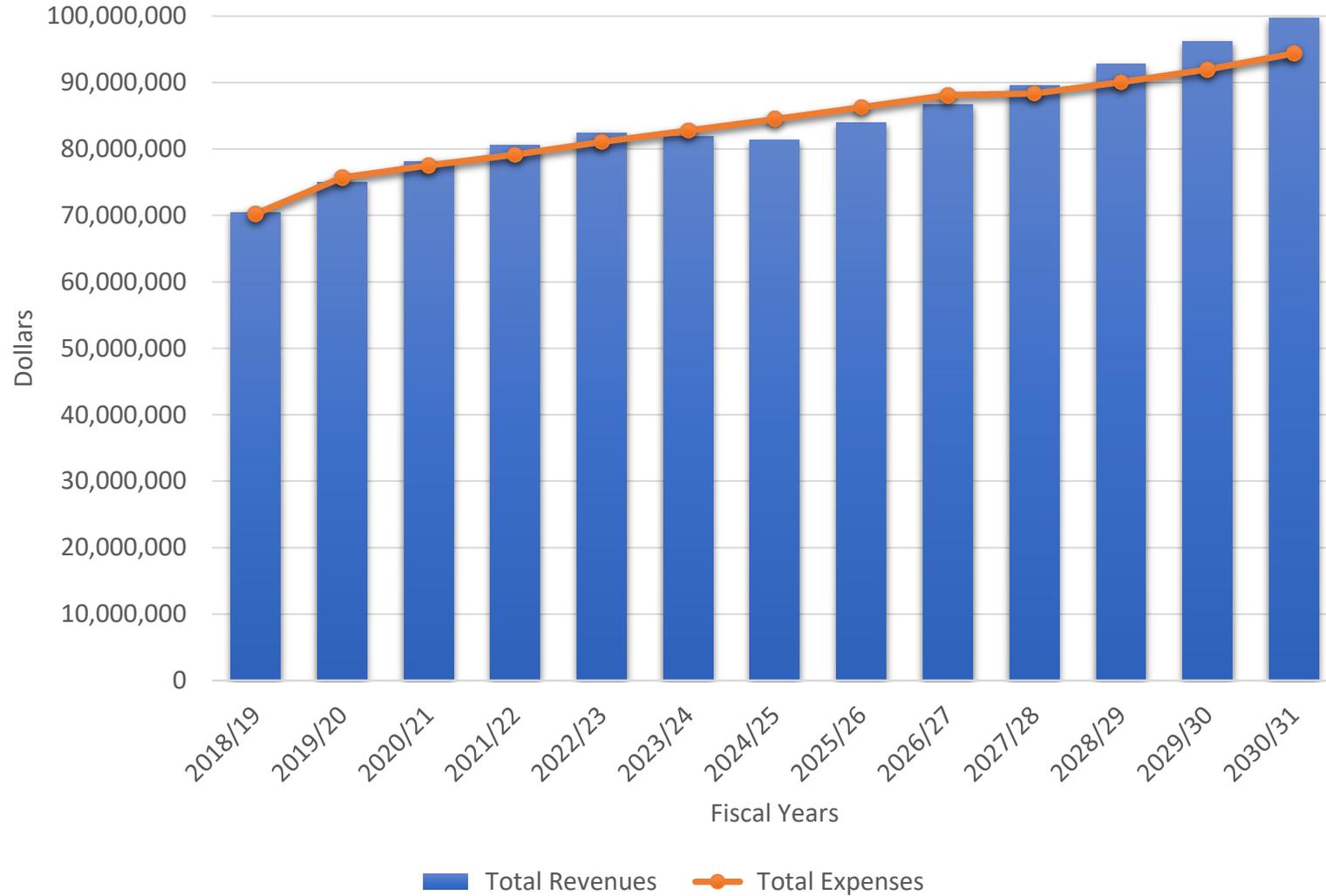
Approved as to Form:



District Counsel

Attachment A

Attachment 1: District Long-Term Financial Forecast "Status Quo"



From: randelle wichert <rwichert@>
Sent: Tuesday, September 8, 2020 12:00 PM
To: Lizy Silva <LizySilva@csdparks.com>
Cc: Traci Farris <TraciFarris@csdparks.com>; Mike Dopson <MikeDopson@csdparks.com>; Steve Sims <SteveSims@csdparks.com>
Subject: Elk Grove Aquatics

[CAUTION-EXTERNAL SENDER]

RE: Elk Grove Aquatics
Lap Swimming at the Wackford Pool

Hi Lizy: Thank you for overseeing the *genius plan* for making lap swimming available at the Wackford Community Pool. I am a senior sequestered at home and try diligently to maintain a strong immune system. Currently, however, this path is filled with multiple roadblocks. When asked by a lifeguard how I liked the water I replied, "this is heaven on earth."

Congratulations on your superb staffing. Mitzi Kies is consistently exceptional, most patient/professional; Leah Hinson is also a valuable staff member, along with the best lifeguards.

I love Elk Grove, Randy Wichert

✓ Aug 27 01:34 pm

Yesterday



Mrs Kelly,

My name is Brade, [redacted] dad. I just wanted to take a moment and say thank you. I know you all are having to completely readjust to how you are doing things along with balancing your own life's amid all the craziness. Thank you for all your work you are doing with the kids. I know it can't be easy but I wanted to make sure that you know that we appreciate it. Again, thank you very much!

Brade

08:04 am

Thank you Brade! I really appreciate