

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, OCTOBER 21, 2020

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

**Live Broadcast
via livestream**

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

CORONAVIRUS DISEASE (COVID-19) ADVISORY

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

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

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 **6:00 pm**, Wednesday, October 21, 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 by **6:00 pm** Wednesday, October 21, 2020, 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 **6:00 pm** deadline for assistance.

AGENDA

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

EXECUTIVE SESSION – 5:30 P.M.

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

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 – (S. Sims)
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 October 7, 2020, Regular Board Meeting Minutes.
9. Approve Updated Board Policy #4110.
10. Adopt Resolution No. 2020-57 Approving Various District Policies.

F. PUBLIC HEARINGS

None

G. STAFF REPORTS

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

11. **SUBJECT:** Landscape and Lighting Advisory Committee Appointments Update. (J. Branco)

RECOMMENDATIONS:

1. Receive the updated Landscape & Lighting Districts Advisory Committee Handbook; and
2. Appoint all applicants to the Landscape & Lighting Districts Advisory Committee.

12. **SUBJECT:** Approval of Parks and Recreation Administrator Contract.

RECOMMENDATION:

1. Authorize the General Manager to execute an employment contract with Phillip Lewis for the position of Parks and Recreation Administrator.

13. **SUBJECT:** Quarter 1 Budget Update and Proposed Amendments to the Fiscal Year 2020/21 Budget. (N. Sharma)

RECOMMENDATIONS:

1. Receive the Chief Administrative Officer's report on the Quarter 1 Budget to Actuals for the District;
2. Approve the budget amendments as outlined in this report and further described in the budget decision packages in Attachment 1;
3. Approve purchase of two new front-line staff vehicles to replace current vehicles and further described in the purchase request from in Attachment 2;
4. Receive the encumbrances carryover from Fiscal Year 2019/20 as outlined in this report and further described as an encumbrance package in Attachment 3;
5. Approve the contract as outlined in this report and further described as a contract add package in Attachment 4;
6. Acknowledge the receipt of District grants as described and outlined in this report; and

7. Approve revisions to the Park Maintenance Manager job description as presented in Attachment 5.

14. **SUBJECT:** Draft Community Workforce Training Agreement. (S. Asmundson)

RECOMMENDATIONS:

1. Takes action to approve or disapprove the attached CWTA.
2. If approved, authorizes the General Manager to approve any non-substantive amendments or addendums.

H. INFORMATIONAL ITEMS

15. Note from the Fair Oaks Recreation and Parks District thanking staff for sending words of congratulations for the 75th Anniversary.

I. BOARD OF DIRECTOR'S BUSINESS

16. Miscellaneous Reports
17. Meeting/Event Approval
18. 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 October 21, 2020 Regular Meeting of the Cosumnes Community Services District Board of Directors was posted on October 16, 2020 at 8820 Elk Grove Blvd., Elk Grove, California, 95624, and was available for public review at that location.

Signed this 16th day of October, 2020



STAFF REPORT

DATE: October 21, 2020
TO: Board of Directors
FROM: Nitish Sharma, Chief Administrative Officer
SUBJECT: MONTHLY ADMINISTRATIVE SERVICES DEPARTMENT REPORT – SEPTEMBER 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.

- Customer Care team staff assisted Aquatics Department with coordinating and instructing staff CPR courses for September and October to certify 40 employees.

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

- IT implemented new fiscal contingency limits and assisted finance with an asset conversion process in the District ERP system.
- Customer Care team reviewed safe code and cash handling procedures at September training.
- Finance analyzed a ten-year General Fund long-term financial plan outlook recommending solutions that aim to balance the following objectives:
 - Maintain a sustainable General Fund budget to support core services for residents and businesses.
 - Build and retain a high-performing and dedicated workforce by promoting diversity, equity, and inclusiveness.
 - Provide sufficient funding for capital projects that create a return on investment to the District.
 - Be transparent, accountable, and innovative.

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

- The Website Redesign Committee launched the new employee intranet called Cosumnes Connect. Staff can access this site from the home, office, or field. It is a central location for District information, news, and resources.
- IT implemented a Single Sign-On (SSO) password system. The Cosumnes Connect Intranet was one of the first sites to use it.
- Sponsor Specialist attended a Virtual Conference -Build Better Relationships offered by Network for Good. Sessions included:
 - Building Relationships with Key Stakeholders.

- Creating a Tech-Life Balance: Conquering Virtual Exhaustion.
- Creating Connection with Communication Strategy.
- Donor Engagements: Personal and Appropriate Communication.
- Sponsor Specialist attended California Parks Recreation Society Administration ZOOM Training presented by CSU East Bay & CSU Fresno staff on JEDI (Justice/Equity/Diversity/Inclusion) and Continuum on Becoming an Anti-Racist, Multicultural Institution.
- Administrative Assistant from the Customer Care team attended the CPRS School of Rec Virtual Conference. Sessions included:
 - Diversity, Equity & Inclusion Panel
 - Show Up, Be on Time, Do Your Job
 - Impactivation: Let's Blow It Up!
 - Resiliency

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

- Sponsor Specialist coordinated activation of agreed benefits with the two sponsors for the September 25th CSD Drive-In Movie held at Elk Grove Park.
- Staff compiled and presented a Post-Event Fulfillment report to the Sponsors following the event. The report included a summary of all agreed deliverables.
- Sponsor Specialist worked with Fire Department staff, Chief McLaughlin, and Genesis Savage, Operations Manager for Amazon, to accept a donation to Cosumnes Fire Department at Station 71. The contribution was part of Amazon's launch of the Elk Grove distribution building and to show appreciation to the District for their service to the community. The items donated were ten Amazon Echo Shows and ten Echo Plus with a total value of about \$1500.
- Sponsor Specialist Chamber Ambassador duties for this month included the virtual meetings:
 - Ambassador Event Committee
 - Coffee & Commerce
 - CHAMBER State of the City
 - Monthly Mixer
 - Chamber Board of Directors Nomination Committee
- IT assisted facility staff to ensure a successful Cal Chiefs meeting at Elk Grove Park Pavilion on 9/10/2020.
- Customer Care team concluded Recreation Swim for the 2020 summer season and evaluated the enhancements for the 2021 summer season, including pre-registration options and customer line efficiencies.
- Communications team organized Firefighter Appreciation Month social media campaign for the month of September, including videos, staff highlights, and "Wave at a Firefighter" activity.
- Communications team partnered with Recreation staff and produced four social media videos in recognition of Childhood Obesity Awareness Month.
- Communications team promoted the 26th annual Elk Grove Giant Pumpkin Weigh-Off through social media marketing, print signage, at-home community contests, media

touchpoints, a video highlighting local pumpkin growers, and prepared a live broadcast for the October 3 event.

- Communications team launched the digital Fall Activity Guide on the District’s website.

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

- IT enabled mobile hotspots to ensure all students had access to Distance Learning programs at Kid Central sites.
- Customer Care team worked with Communications team to market and promote the Language Link translation service.

Webpage Visits

September	2020
Sessions	22,575
Unique Visitors	16,153
Pageviews	58,606

Top Pages		Users
1	Home	4,076
2	Recreation-Swim	1,487
3	Activity-Guide	1,452
4	Elk-Grove-Aquatics-Center	1,447
5	Aquatics	1,275
6	Wackford-Aquatic-Complex	1,206
7	Elk-Grove-Giant-Pumpkin-Festival	912
8	Coronavirus-Disease-2019-COVID-19	903
9	Job-Opportunities	808
10	Why-Does-a-Fire-Engine-Come-With-an-Ambulance	583

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

<i>Planning</i>		
Sheldon Farms North Development	Goal 1*	Planning Commission Approved Project 9/17. 2.5 acre Park Concept Plan in review. Board Review & Approval of Concept Plan 10/21
Climate Action Plan	Goal 4*	Final Draft CAP/SAP Completed for Board Presentation on 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. Consultants completed Nexus Study draft on 9/18. Staff completed review 9/25
Morse Park Recreation Center	Goal 1	Draft Operations Plan/Feasibility Study Complete Review. Board Presentation on 11/4
<i>Design & Bidding</i>		
Fire Station 77	Goal 4	Construction Documents 65%, Staff preparing Business Operations & Financing Plan to Board 11/4
MacDonald Park Phase 2 (1 acre)	Goal 1*	Construction Documents (CD) 95% complete.

		Completed documents for submittal 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*	Held Consultant kick off meeting to update drawings to 2019 Building Code for revised Building Permit submittal
District Wide Concrete Sidewalk Replacement Contract	Goal 4*	Bid Awarded at Board meeting 9/16. Processing contracts and insurances
Construction		
Fire HQ Building	Goal 3	Staff modified existing desk to incorporate shelving unit and installed a stand for new large TV monitor
Fire Station 45	Goal 3	Staff replaced condensate line for HVAC unit
Administration Building	Goals 1*&3*	Flag pole project completed
Administration Building	Goal 2	Shelving installed in west basement and storage items from the Waterman facility were transferred to this location
Emerald Lakes Golf Course	Goal 3	Staff replaced hot water tank
Various locations	Goal 3	Filtered drinking water dispensers installed for staff and bottled water service cancelled
Gil Albiani Recreation Center TI	Goals 1*&4	Demolition is underway. Further structural analysis and asbestos abatement taking place
Gil Albiani Recreation Center	Goal 4	Staff repaired dry rot on south side of building
Gil Albiani Recreation Center	Goal 1	Staff install new ethernet cables to reconnect security alarm after phone service disconnect
Wackford Community Center	Goal 3	Staff removed the bleachers from the gymnasium wall and patched/painted the holes
Bighorn Maintenance Shop	Goal 1	Staff facilitated repair of water leak in fire suppression system mainline
Fire Station 72	Goal 3	Staff facilitated the cleaning and repair of HVAC unit and system coils
Fire Systems Monitoring Provider Transition	Goals 1&2	Initial 12 sites receiving upgraded communication equipment and service being switched to newly selected service provider
Camden Lake Harvest	Goal 4*	Construction in progress
BSP Flag Pole	Goal 4*	Completed 9/15
Oasis Community Park (20 acres)	Goal 1*	Construction is 95% complete. All shade shelters installed, all remaining turf areas hydro-seeded, final water play infrastructure installed, installing Adult fitness equipment Phased opening dependent on COVID 19 restrictions, phase 1 open late fall 2020

Fieldstone North/ Milestone Trail Corridor		Fieldstone North 95% construction complete. Milestone trail a& landscape 70% complete.
Singh & Kaur Park (5 acres)	Goal 1*	Construction 70%, Concrete flatwork complete, installing play equipment site lighting installed, final utility connections in progress, placed AB for BB Court.

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

Business Operations and Sponsorships

1,777
 REGISTRATIONS
 PHONE, MAIL, ONLINE,
 WALK-ON, AND FAX

2,868
 CUSTOMER
 SUPPORT
 AT REGISTRATION SITES



\$600 Sponsorship Revenue
\$3,930 In Kind Donations

Human Resources



23
 APPLICATIONS
 FOR 8 RECRUITMENTS

23
 PERSONNEL
 ACTION FORMS

5
 STAFF
 ON-BOARDED



Finance

- Presented the 10 Year General Fund Long-Term Financial Outlook

514
 INVOICES
 PROCESSED

467
 CHECKS
 PROCESSED

147
 RECEIPTS
 PROCESSED



Communications

SOCIAL MEDIA STATISTICS
 COSUMNES FIRE AND COSUMNES PARKS & REC

269,663
 IMPRESSIONS

16,145
 ENGAGEMENTS

318
 LINK CLICKS

60
 GRAPHICS
 WORK ORDERS

180
 COMMUNICATIONS
 WORK ORDERS

Information Technology



- Implemented Single Sign On password system
- Enabled Mobile Hotspots at Kid Central Sites so students could access distance learning programs
- 16,153** Unique Website Views
- 58,606** Website Page Views

150
 WORK
 ORDERS

46
 FIRE
 DEPARTMENT

53
 PARKS AND
 RECREATION

51
 ADMIN.
 SERVICES

Building, Maintenance, and Construction

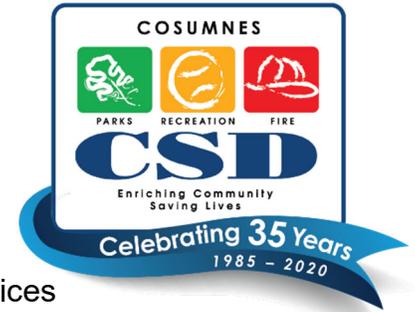
210
 WORK
 ORDERS

- Installed flag pole at Bartholomew Sports Parks
- Installed second flag pole at Administration building



STAFF REPORT

DATE: October 21, 2020
TO: Board of Directors
FROM: Steve Sims, Director of Parks and Neighborhood Services
SUBJECT: PARKS AND RECREATION DEPARTMENT REPORT – SEPTEMBER 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.

- The Golf Course has completed its first month of junior classes for the new Operation 36 program.
- There are a total of 163 participants in the preschool programs. Including nine virtual classes and seven in-person classes for children between the ages 3-5 years old.
- Special Events held a drive in movie night at Elk Grove Park
- Kid Central continued to offer Distance Learning Support at Ellen Feickert Elementary, Elk Grove Elementary and Johnson Recreation Center. Off track camp continued at the CSD Youth Center



GOAL 2 – Revitalizing & Developing Community Spaces

Strengthen parks and recreation facilities for future generations.

- Staff had the lake pump filter serviced and cleaned to correct an irrigation issue at the Golf Course, to address the buildup of aquatic organism in the irrigation system.
- A new dog station was installed at the Camden Creek Green Belt to replace one that had reached the end of its useful life.
- Park Operations staff replaced worn tennis nets at Wackman and Mix Parks.
- Five redwood trees were installed at Elk Grove Park as part of the Gifts for Tomorrow memorial donation program.
- A concrete foundation was poured around a newly installed backflow assembly to repair damage incurred during a vehicle accident on Waterman Road.
- Park Operations staff cleaned and sealed the concrete planets at Constellation Park.
- Park Operations staff repaired an irrigation system failure along the trail near Constellation Park and subsequently replaced dead plants.



GOAL 3 – Enhancing Community Connections

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

- Park Rangers continued to respond to numerous reports of Covid-19 safety precaution related infractions, primarily related to improper gatherings, social distancing, and the use of park amenities that were closed.
- Park Operations staff painted parking lines for the drive-in movie night recently held at Elk Grove Park.
- Preschools partnered with the Fire Department to provide virtual fire station field trip for children participating in our virtual preschool classes.
- Preschool teachers distributed activity backpacks donated by the Sacramento Library. The activity backpacks each contained a book, scarf used for games, and a maraca.



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 continued to perform increased sanitation of park restrooms and work vehicles to comply with health and safety standards due to Covid-19.
- Park Operations staff spread eight yards of wood chips in the landscaping and tree wells at Feickert Park that were provided by the District's tree contractor. This is an effective way to utilize resources in low funded zones.
- Park Operations staff completed the pruning of overgrown plant material at several locations on block walls, bringing the landscape up to the contracted specification and expected standard, so that the District's streets contractor can do the maintenance moving forward.
- Park Operations Staff conducted its first virtual outreach meeting for Benefit Zone 3 on September 27. The meeting was well attended and staff will continue with this model in an effort to increase neighborhood awareness regarding L&L funding. Aquatics introduced Teen Lap Swim at Wackford. A brand new swim program offered weekday evenings for students ages 13 to 18.

Preschool

163 Registered Participants → **7** In-Person Classes → **9** Virtual Classes

Golf Course

582,140

Range Balls Sold

488 Golf Lessons

4,569 Rounds of Golf Played (Golf Now)



Rentals

(Sports, Centers, Parks, Picnic and Aquatics)

1,087 Field Rentals

540 Pool Rentals

6 Co-Sponsored

Aquatics

Introduced Teen lap swim for students 13 to 18 years old



Customer Service

Park Maintenance Hotline Calls & Emails 350

Registrations

Online 1,266

Main Office 112

Wackford Aquatic Complex ... 239

Elk Grove Aquatics Center 160

Customer Support at Registration Sites 2,021



Attendance at Programs

4,416 Activities (pre-paid/registered)

2,611 Drop-In Programs

2,611 Aquatics

Asset Maintenance

Responded to **52** tree maintenance related work orders. **134** other parks maintenance work orders.

Park Rangers

24

Responses to Reported Issues



1,307

Park Visits

Mission

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

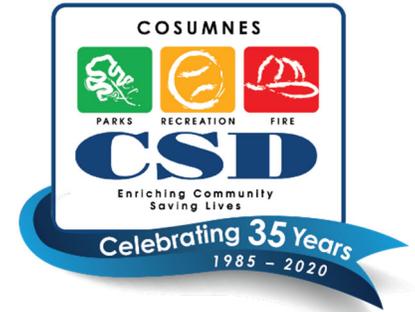
Vision

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.



STAFF REPORT

DATE: October 21, 2020
TO: Board of Directors
FROM: Michael W. McLaughlin, Fire Chief
SUBJECT: FIRE DEPARTMENT REPORT – SEPTEMBER 2020



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

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



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

- The Department received the Safer Grant for 7.1 million dollars. (Objective 1.a.)
- The Department received the AFG-S Grant for \$57,363. (Objective 1.a.)
- The FEMA Public Assistance Grant has been approved for submission. The Department is requesting \$30,352. (Objective 1.a.)
- The Leary Firefighters Foundation grant requesting funds to support D Shift Productions has been submitted. (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 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 September. The Cosumnes Fire Department's standard is seven minutes from the time the call is received in SRFECC. (Objective 1.a.)
- Engine strike teams and overhead personnel were deployed to numerous wildland fires, CZU Lightning Complex Fire in San Mateo and Santa Cruz Counties, Slater Fire in Siskiyou and Del Norte Counties, River Fire in Monterey County, Creek Fire in Fresno County, Glass Fire in Sonoma and Napa Counties, and Zogg Fire in Shasta County. (Objective 3.b.)
- The Department recruited and filled rotational positions for EMS Specialist, EMS Captain, Training Captain, and Special Operations Captain. (Objectives 1.b., 2.d., 5.a.)



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

- Staff continues to engage with Covid-19 field response guide development, patient monitoring, employee health, and supply chain disruptions. (Objective 1.c.)
- Staff and the Local 522 worked with Sacramento County Public health to stand-up a Covid-19 testing unit. (Objective 1.c.)
- Staff worked on refresher training of High Performance CPR to all line Staff. (Objective 1.c.)
- EMS Staff and Training Staff completed six month probationary testing. (Objective 1.c.)
- Staff has 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 continues to work on the cardiac monitor medical recertification with a completion target of the end of October 2020. (Objective 1.c.)
- 28 Subpoenas and 1,139 Patient Care Reports were processed. Overall, medical transport are still trending below that of the pre-Covid-19 volume levels. (Objective 3.a.)
- Staff assisted five personnel with licensure. (Objective 3.a.)



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

- Fire Investigators performed three fire investigation responses and issued five infractions for \$1,048 in fines. (Objective 4.a.,4.b.,4.c.)
- Staff completed 100% of the 217 requested construction inspections within 48 hours. (Objective 3.c.)
- Staff completed 32 state-mandated inspections representing 90% completion on all required inspections. (Objective 1.a.)
- The Public Education Officer performed five virtual car seat inspections. (Objective 5.a.)
- Staff loaned out 12 life jackets to our community members to help keep them safe. (Objective 5.a.)
- Fire and life safety information was provided through social media and reached over 10,400 community members. (Objective 5.d.)



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

- Staff completed 18 services and 115 other repairs. (Objective 1.b.)



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

- Staff administered 10 hours of Administration training, 307 hours of Daily Training, 244 hours of Emergency Medical Services Continued Education training, 788 hours of Monthly training, and 87 hours of Taskbook Completions, totaling 1,436 hours of training (Objective 1.a)
- Staff coordinated site familiarization at Cal-Waste in Galt. (Objective 1.b., 1.c.)
- Staff coordinated and facilitated Type 1 engine flow testing.
- Special Operations members directly supported Task Force 7 with their recent deployment.

Total Number of Monthly Incidents

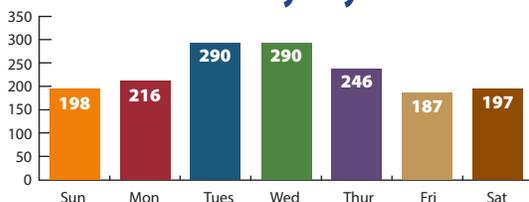
1,624

	Fire	62
	Explosion	0
	EMS	1,187
	Hazardous Conditions	12
	Service Call	109
	Good Intent	160
	False Alarm	74
	Severe Weather	1
	Special Incidents	2
	Not Reported	17

Total Loss For The Month

\$286,712

Call Volume by Day of Week



Total Responding Units

2,971 ↓

September 2019
3,082 Responding Units

Response Time

Alarm to Arrival Emergent Only

90th Percentile
CFD Standard is 7:00



0:07:09

Average Commitment Time

Dispatch to Clearing Scene

1:04:27



Unit Hour Utilization

Total hours for 30 days for 24 hours per day (except M78)



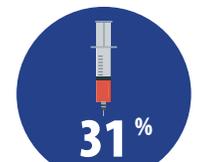
Medic 45



Medic 46



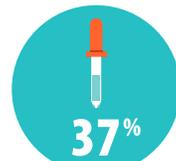
Medic 71



Medic 72



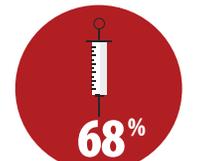
Medic 73



Medic 74



Medic 76



Medic 78

Public Education

Virtual Cart Seat Inspections	5
Sites Visited	4
Community Outreach Life Jackets Loaned	12
People Reached via Social Media	10,400



**COSUMNES COMMUNITY SERVICES DISTRICT
EXECUTIVE SESSION – 5:00 PM
REGULAR BOARD MEETING – 6:30 PM
WEDNESDAY, OCTOBER 7, 2020
MINUTES**

EXECUTIVE SESSION – 5:00 PM

1. CALL TO ORDER

President Fuentes called the meeting to order at 5:00 p.m.

2. COMMUNICATIONS FROM THE PUBLIC

None

3. RECESS TO EXECUTIVE SESSION

President Fuentes recessed to Executive Session at 5:00 p.m.

a. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Pursuant to Government Code Section 54956.9(d)(2)
Significant exposure to litigation: 1 Case

b. PUBLIC EMPLOYMENT

Pursuant to Government Code Section 54957
Title: Fire Chief

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 had nothing to report out of Executive Session.
2. President Fuentes called the meeting to order at 6:30 p.m.
3. Senior Budget Analyst Mimi Chung led the Pledge of Allegiance.
4. A moment of silence was observed in honor of San Francisco Firefighter Paramedic Jason Cortez who died in the line of duty and Supreme Court Justice Ruth Bader Ginsburg.

C. ANNOUNCEMENTS/PRESENTATION

5. Hispanic Heritage Month

Director of Business and Public Affairs Kelly Gonzalez presented a certificate of appreciation to citizens representing organizations positively impacting the Hispanic Community:

Mr. Cesar Castaneda from La Familia and Ms. Aselia Melo from the Puente.

6. Fire Prevention Week

Public Education Officer Laurel Schamber showed a presentation on Fire Prevention.

7. Fire Chief of the Year

General Manager Joshua Green recognized Fire Chief Mike McLaughlin for receiving the Fire Chief of the Year Award.

D. COMMUNICATIONS FROM THE PUBLIC

Former City of Folsom Mayor Steve Miklos addressed the Board and commended them on the decision to hire Felipe Rodriguez as the new District's Fire Chief. Mr. Miklos expressed his appreciation to Chief Rodriguez and all that he did for the City of Folsom and presented the Chief with his Mayor pin on behalf of the City of Folsom.

E. CONSENT CALENDAR

8. Approve the September 16, 2020, Regular Board Meeting Minutes.
9. Approve the September 30, 2020, Special Board Meeting Minutes.
10. Approve Updated Board Policy #4110 – Correspondence to the Board.
11. Adopt Resolution No. 2020-51 Approving Various District Policies.
12. Approve Agreement with Digital Billboard Operator for District Digital Billboard Project.
13. Adopt Resolution No. 2020-56, Rejecting Claim filed by Trina McDaniel.
14. Adopt Resolution No. 2020-47, Rejecting Claim filed by Karissa McDaniel.
15. Adopt Resolution No. 2020-48, Rejecting Claim filed by Christopher McDaniel.
16. Adopt Resolution No. 2020-49, Rejecting Claim filed by Dyanna Gutierrez-Hurd.
17. Adopt Resolution No. 2020-50, Rejecting Claim filed by Ashlee Gutierrez-Hurd.
18. Review and File Status Update on Community Workforce Training Agreement.
19. Approve Proclamation Recognizing October 12, 2020 as Indigenous People's Day

The Clerk read public comment by Mr. Eric Christen on item 18, criticizing the District Project Labor Agreement.

Voicemail comments from Nicole Goehring commenting on item 18, encouraging the District to continue to negotiate on items that would bring value to the District to allow for a more inclusive agreement. To include all inclusive language and include all stake holders.

Voicemail comments from Joe Lubas commenting on item 18, encouraging the District to negotiate inclusive terms and to include entire construction workers in the community, all core workers to be allowed.

Director Luttrell requested an amendment to item 11, Various District Policies, as follows:

Policy #2445

2445.7 Display of Flags:

- c. Flags displayed on the same halyard shall have the US Flag at the peak, with the State Flag directly below the US Flag in such a manner as not to interfere with any part of the US Flag. ~~All other flags shall be displayed at a position subordinate to the State Flag.~~

(Remove the redlined, strikethrough sentence)

And:

2445.12 The District's flagpoles are not a public forum. The District's flagpoles are to be used exclusively by the District, and no flag other than the US Flag, State Flag or District Flag shall be flown unless the Board of Directors approves or issues a proclamation or resolution authorizing the display of a commemorative flag that represents or aligns with the mission and vision of the District, as determined by the Board of Directors. ~~In these circumstances, the commemorative flag will be flown with the District Flag on a subordinate flagpole.~~ The District will not display a commemorative flag based on a request from a third party, nor will the District use its flagpoles to sponsor the expression of a third party.

(Add redlined sentence)

Director Moreno requested to see Director Luttrell's proposed changes in writing. To allow staff to photocopy and distribute to the Board written copies of Director Luttrell's revisions, President Fuentes moved action on the Consent Calendar to after Item G on the Agenda.

F. PUBLIC HEARINGS

20. **SUBJECT:** Annexation #28 – Community Facilities District No. 1 (Elk Grove Fire Protection) (CFD1). (J. Ebner)

RECOMMENDATIONS:

- 1) Open the public hearing and take testimony on the proposed annexation of properties into Community Facilities District No. 1 (Elk Grove Fire Protection) (CFD1);
- 2) Approve Resolution No. 2020-52 to annex territory to CFD1;
- 3) Approve Resolution No. 2020-53 calling a special election of the qualified electors of the territory to be annexed to CFD1; and

- 4) Approve Resolution No. 2020-54 declaring the results of Special Tax Election, determining validity of prior proceedings, and directing recording of notice of special tax lien.

Senior Management Analyst John Ebner reviewed the staff report.

President Fuentes opened the Public Hearing at 7:27 p.m.

There were no public comments.

President Fuentes closed the Public Hearing at 7:27 p.m.

Director Luttrell moved to approve Resolution No. 2020-52 to Annex Territory to Community Facilities District No. 1 (Elk Grove Fire Protection) and authorize the Levy of Special Taxes Therein; seconded by Director Brewer. Vote was 5 ayes and 0 noes.

Director Brewer moved to approve Resolution No. 2020-53 calling a Special Election of the Qualified Electors of the Territory to be annexed to Community Facilities District No. 1; seconded by Director Luttrell. Vote was 5 ayes and 0 noes.

President Fuentes directed the Clerk to open the ballots. One ballot was cast with 4 votes: 4 ayes and 0 noes.

Director Moreno moved to approve Resolution No. 2020-54 Declaring Results of Special Tax Election, Determining Validity of Prior Proceedings, and Directing Recording of Amended Notice of Special Tax Lien on the properties within the annexation area; seconded by Director Brewer. Vote was 5 ayes and 0 noes.

G. STAFF REPORTS

21. **SUBJECT:** Climate Action Plan / Sustainability Action Plan. (P. Mewton)

RECOMMENDATION:

- 1) Adopt and Climate Action Plan/Sustainability Action Plan

Chief of Planning, Design and Construction Paul Mewton reviewed the staff report.

Director Moreno amended the motion to include that District staff are directed to collaborate with community stake holders, such as 350 Sacramento, in the development of a District's policy related to the Climate Action Plan.

Director Brewer asked that staff work on park design principles that will help the District stay true to this plan and work on a path towards LEED certification.

Voice Mail comment from Oscar Balaguer, 350 Sacramento Co-Chair, with suggestions on how to implement and improve the District proposed CAP/SAP.

Director Moreno moved to accept staff's recommendation and included the additional direction stated above; seconded by Director Fuentes. Vote was 5 ayes and 0 noes.

22. **SUBJECT:** Authorize Purchase of Asset Management / Computerized Maintenance Management System.

RECOMMENDATIONS:

- 1) Award a three-year license agreement with Azteca Systems, LLC for the Cityworks Online Asset Management System (AMS with an option to extend three additional one-year terms.
- 2) Award a contract with Timmons Group, Inc. for Professional Services to implement Cityworks Online AMS.

Information Technology Manager Jack Haddon reviewed the staff report

Director Brewer moved to accept staff's recommendation; seconded by Director Moreno. Vote was 5 ayes and 0 noes.

23. **SUBJECT:** Federal Emergency Management Agency (FEMA) 2019 Staffing for Adequate Fire and Emergency Response Grant (SAFER) Acceptance.

RECOMMENDATIONS:

- 1) Accept the Federal Emergency Management Agency (FEMA) 2019 Staffing for Adequate Fire and Emergency Response (SAFER) grant award as required by the granting agency; and,
- 2) Authorize the General Manager to execute any and all documents related to accepting the grant funding from FEMA.

Fire Chief Michael McLaughlin presented the staff report

Director Luttrell moved to accept staff's recommendation; seconded by Director Brewer. Vote was 5 ayes and 0 noes.

24. **SUBJECT:** Approval of Fire Chief Contract.

RECOMMENDATION:

Authorize the General Manager to execute an employment contract with Felipe Rodriguez for the position for Fire Chief.

General Manager Joshua Green presented the staff report.

Director Luttrell moved to accept staff's recommendation; seconded by Director Albiani. Vote was 5 ayes and 0 noes.

Chief Rodriguez thanked the Board and pledged his commitment to the District, community and the department.

- E. Consent Calendar action (continued)

Director Albiani moved to approve items 8, 9 and 11 to 19, with noted amendments to item 11; seconded by Director Moreno. Vote was 5 ayes and 0 noes.

Director Albiani pulled item 10 for discussion: Board Policy.

Director Albiani asked that the word *should* be replace with *shall or will* throughout the document and update Paragraph 4110.6 to reflect that all Board members have an email account rather than *will* have an email account.

Staff explained that what was up for Board consideration at this time was the change to the last paragraph in the Policy, to remain in compliance with Brown Act and State law. Staff offered to bring the policy back before the Board for approval with updated language per Director Albiani's recommendations at the next Board meeting but proposed the Board approved the item as presented today.

Director Albiani moved to accept staff's recommendation and approve item 10, seconded by President Fuentes. Vote was 4 ayes and 1 abstention, Brewer.

H. INFORMATIONAL ITEMS

- 25. Note from the California Fire Chiefs Association thanking the District for hosting their Annual Business Meeting.
- 26. Note from patient thanking District paramedics for saving her life.

I. BOARD OF DIRECTORS BUSINESS

- 27. Miscellaneous Reports - None
- 28. Meeting/Event Approval - None
- 29. Meeting/Event Report - None

J. IDENTIFICATION OF ITEMS FOR FUTURE MEETING

None

K. ADJOURNMENT

With no further business, the meeting was adjourned at 8:52 p.m.

Approved: _____
Board President

Attest: _____
Secretary to the Board

STAFF REPORT

DATE: October 21, 2020
TO: Board of Directors
FROM: Joshua Green, General Manager
BY: Carolyn Baptista, Sr. Management Analyst
SUBJECT: **APPROVAL OF UPDATED BOARD POLICY #4110: CORRESPONDENCE TO THE BOARD**



RECOMMENDATION

The Board of Directors (“Board”) approve updated Board Policy #4110 Correspondence to the Board.

BACKGROUND/ANALYSIS

The Board approved Board Policy #4110, Correspondence to the Board, on July 1, 2020 with a recent update on October 8, 2020 to include amended language as a result of the approval of Assembly Bill (“AB”) 992 which amended Section 54952.2 of the California Government Code.

At the October 8, 2020 Board meeting, after discussion with the Board, Director Albiani requested staff to provide an updated version of Board Policy #4110, Correspondence to the Board, which will set more clear direction on how the Board communicates by updating sentences containing the words “will”, “should” and “shall”.

Per the application and process outlined in Board Policy #1000, Adoption and Amendment of Policies, Board policies may only be approved by the Board. Attached is a track change version and clean version for the Board’s review and approval (Attachment A).

FINANCIAL ANALYSIS

This report has no impact on District resources.

SUSTAINABILITY ANALYSIS

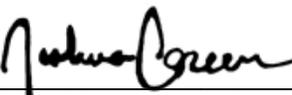
There is no impact to the District’s sustainability practices as a result of this report.

Respectfully submitted,


 Joshua Green
 General Manager

Attachment A: Board Policy #4110, Correspondence to the Board

Staff Report recommendation authorized by:



 General Manager

Approved as to Form:



 General Counsel

Attachment A

CORRESPONDENCE TO THE BOARD

Policy # **4110**
Original Effective Date: 04/05/1994
Revision Date: 10/7/2020; [10/21/20](#)
Type of Policy: BOARD DISTRICT FIRE PARKS

POLICY

4110.1 Cosumnes Community Services District (“District”) Board of Directors (“Board”) shall receive information from the public through verbal, written or electronic correspondence.

PURPOSE AND SCOPE

4110.2 The Board recognizes the need to take adequate time to examine and evaluate public requests. The Board may not attempt to decide upon any question or issue before examining and evaluating the information any person or group requests the Board consider. The General Manager will be given responsibility to examine and evaluate all such information and recommend action to the Board at a future meeting.

4110.3 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

4110.4 Definitions:

a. None

4110.5 All written correspondence addressed to the Board of Directors ~~shall~~will be sent to the District’s Administrative Office located at 8820 Elk Grove Blvd., Elk Grove, CA 95624. Board member’s mail will be opened by the Clerk of the Board and given to the Board member at the next scheduled Board meeting.

4110.6 Each Board Member ~~shall~~will have an email account set up for them through the District’s email server. Board Members ~~should~~will use the District email account and the District’s email system to send and receive emails pertaining to District business.

4110.7 The General Manager or designee may forward electronic correspondence to Board members. Should a Board member wish to ask a question or comment on an email; they ~~should~~will respond only to the person sending the email, never utilize the “reply all” function.

4110.8 Copies of written or electronic correspondence and written responses in reply thereto, if any, may be distributed to each Board member, together at the next regular Board meeting, depending upon date of receipt, response, or subject matter.

- 4110.9 Each Board member that utilizes social media ~~should~~will remain professional, courteous and respectful of other Board members, staff, and District business. To ensure that personal correspondence is not incorrectly classified as correspondence with a Director, which would make such correspondence subject to the Public Records Act, Directors are encouraged to deactivate instant messaging on any social media platforms created in their official capacity and use their assigned District email account as the method of electronic communication with the public.
- 4110.10 Written or electronic correspondence to the Board is part of public record.
- 4110.11 Board members are not permitted to use District resources for sending or receiving personal correspondence.
- 4110.12 A Board member may engage in separate conversations or communications on an internet-based social media platform to answer questions, provide information to the public, or solicit information from the public provided that a majority of the Board does not use the social media platform to discuss among themselves District business. Under the Brown Act, a Board member cannot respond directly to any communication on a social media platform that is made, posted, or shared by another Board member regarding District business.

REFERENCES

- 4100.13 Government Code Section 54952.2

STAFF REPORT

DATE: October 21, 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. 2020-57 (**Attachment A**) approving various 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 2020-57 approving the District policies listed below:

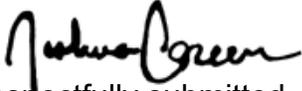
- 2120 Food Purchases
- 2130 Investment of District Funds
- 2145 Internal Controls
- 2147 Asset Protection and Fraud in the Workplace
- 2160 Leases
- 2165 Mileage Reimbursement
- 2170 Non-Sufficient Funds (NSF) Checks
- 2307 Proclamations, Resolutions, Executive Directives, and General Orders
- 2335 Teleworking
- 2350 Website Governance
- 3117 Recruitment and Selection
- 3155 FLSA Non-Exempt Hours of Work and Overtime
- 3157 FLSA Exempt Hours of Work and Overtime

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.

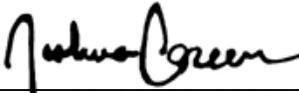


Respectfully submitted,

Joshua Green
General Manager

Attachment A: Resolution 2020-57 Adopting District Policies

Staff Report recommendation authorized by:



General Manager

Approved as to Form:



General Counsel

Attachment A

RESOLUTION NO. 2020-57

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
COSUMNES COMMUNITY SERVICES DISTRICT
ADOPTING VARIOUS DISTRICT POLICIES**

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 District Policies 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.

FOOD PURCHASES

Policy # **2120**

Original Effective Date: 10/17/2020

Revision Date:

Type of Policy: BOARD DISTRICT FIRE PARKS

POLICY

2120.1 Cosumnes Community Services District (“District”) funds are used to pay business related expenses for the benefit of the District’s services, mission, vision, and goals. The District may fund expenses related to food as addressed under this policy.

PURPOSE AND SCOPE

2120.2 The purpose of this policy is to establish minimum standards for the District payment and reimbursement of expenditures related to the purchase of food.

2120.3 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. Any exceptions to the purchase of the food outside this policy will require a General Manager approval

APPLICATION / PROCEDURE

2120.4 Definitions:

- a. Light refreshment: snacks and beverages consumed outside a regular meal. Light refreshments are occasionally served at District meetings or functions and may include pastries, cookies, fruit, vegetables, coffee, water, and punch. Box lunches are not considered light refreshments.
- b. Non-travel meal: breakfast, lunch, or dinner that occurs on official District business but does not take place during out-of-town travel. Box lunches are considered non-travel meals.

2120.5 Light refreshments may be allowed for District functions that include employees, volunteers, interns, and/or the public for the following:

- a. Formal or informal meetings or workshops of boards, commissions, or advisory committees created by the District Board of Directors (“Board”).
- b. Formal or informal meetings, trainings, quarterly department meetings or recruitment processes with approval of the Department Head. This may include labor negotiations and other meetings with stakeholders to conduct District business that are scheduled for more than 90 minutes.

- c. Formal or informal meetings occurring in the Office of the General Manager between District Executives and outside stakeholders including other agency officials and the public.
- d. Community outreach or education events.
- e. Rehabilitation hydration and nutrition during emergency incidents

2120.6 Food may also be purchased for programs or activities that utilize it as a revenue generating product or program supply, such as:

- a. Concession facilities (e.g., golf, teen center, sport, aquatics).
- b. Craft supply in a recreation or public education program.

2120.7 Non-travel meals may be allowed for limited occasions and must be approved within the fiscal year operating budget, such as:

- a. Annual Years of Service & Award of Excellence event.
- b. Formal meetings and classes/trainings that extend over a designated meal period to meet identified business needs, with preapproval of the General Manager. This includes meeting with elected officials or other District Executives as deemed reasonable and appropriate by the General Manager.
- c. Human Resources scheduled interview panel.
- d. Rehabilitation hydration and nutrition during emergency incidents

2120.8 District resources shall be used for the benefit of the public rather than for the personal benefit of any District employee. District employees are expected to provide their own non-travel meals and refreshments while attending meetings, including offsite meetings and trainings, for which no out-of-town, overnight travel is required.

REFERENCES

None

INVESTMENT OF DISTRICT FUNDS

Policy # **2130**
Original Effective Date: 12/15/1998
Revision Date: 10/17/2020
Type of Policy: BOARD DISTRICT FIRE PARKS

POLICY

2130.1 It is the policy of the Cosumnes Community Services District ("District") to invest public funds in a manner which will provide foremost for the safety of principal while meeting the short- and long-term cash flow demands of the District and conforming to all statutes governing the investment of District funds.

PURPOSE AND SCOPE

2130.2 To establish a clear understanding of the objectives, policies, and guidelines for the investment of the District's funds and offer guidance to investment staff and any external investment advisors on the investment of District funds.

2130.3 This policy shall cover all funds and investment activities under the direct authority of the District and accounted for in the Comprehensive Annual Financial Report ("CAFR"), except for the employee's retirement and deferred compensation funds. In addition, deposits with banks under the provision California Government Code Section 53630 - 53686 "Deposit of Funds" provisions are excluded from this policy's requirements.

Bond proceeds shall be invested in the securities permitted by the applicable bond documents. If the bond documents are silent as to the permitted investments, the bond proceeds will be invested in the securities permitted by this policy. Notwithstanding the other provisions of this policy, the percentage limitations listed elsewhere in this policy do not apply to bond proceeds.

APPLICATION / PROCEDURE

2130.4 Definitions:

- a. Agencies: Securities issued by federal agency securities and/or Government-sponsored enterprises (e.g., FNMA, FHLMC, FHLB).
- b. Amortized Cost (or Book Value): For investments purchased at a discount, amortized cost constitutes cost plus interest earned to date.
- c. Asked: The price at which securities are offered for sale, also known as offering price.

- d. Asset-backed Securities (“ABS”): Securities whose income payments and hence value is derived from and collateralized (or "backed") by a specified pool of underlying assets which are receivables. Pooling the assets into financial instruments allows them to be sold to general investors, a process called securitization and allows the risk of investing in the underlying assets to be diversified because each security will represent a fraction of the total value of the diverse pool of underlying assets. The pools of underlying assets can comprise common payments credit cards, auto loans, mortgage loans, and other types of assets. Interest and principal is paid to investors from borrowers who are paying down their debt.
- e. Benchmark: A comparative base for measuring the performance or risk tolerance of the investment portfolio. A benchmark should represent a close correlation to the level of risk and the average duration of the portfolio's investments.
- f. Bid: The price offered by a buyer of securities. (When you are selling securities, you ask for a bid.) See Offer.
- g. Broker: A broker brings buyers and sellers together for a commission.
- h. Callable Bond: A bond issue in which all or part of its outstanding principal amount may be redeemed before maturity by the issuer under specified conditions.
- i. Certificate of Deposit (“CD”): A time deposit with a specific maturity evidenced by a Certificate. Large-denomination CD's are typically negotiable.
- j. Commercial Paper: An unsecured promissory note with a fixed maturity no longer than 270 days.
- k. Collateral: Securities, evidence of deposit, or other property, which secures repayment of an investment. It also refers to securities pledged by a bank to secure deposits of public monies.
- l. Comprehensive Annual Financial Report (“CAFR”): The official annual report of the District. It includes five combined statements for each individual fund and account group prepared in conformity with generally accepted accounting principals (“GAAP”). It also includes supporting schedules necessary to demonstrate compliance with finance-related legal and contractual provisions, extensive introductory material, and a detailed Statistical Section.
- m. Coupon: (a) The annual rate of interest that a bond's issuer promises to pay the bondholder on the bond's face value. (b) A certificate attached to a bond evidencing interest due on a payment date.
- n. Credit Risk: The risk to an investor that an issuer will default in the payment of interest and/or principal on a security and a loss will result.

- o. Dealer: A dealer, as opposed to a broker, acts as a principal in all transactions, buying and selling for his own account.
- p. Discount: The difference between the cost price of a security and its maturity when quoted at lower than face value. A security selling below original offering price shortly after sale also is considered to be at a discount.
- q. Discount Securities: Non-interest bearing money market instruments that are issued a discount and redeemed at maturity for full face value (e.g., US Treasury Bills, commercial paper.)
- r. Diversification: Dividing investment funds among a variety of securities offering independent returns.
- s. Duration: A measure of the sensitivity of the price (the value of principal) of a fixed-income investment to a change in interest rates. This calculation is based on three variables: term to maturity, coupon rate, and yield to maturity. Duration is expressed as a number of years. The duration of a security is a useful indicator of its price volatility for given changes in interest rates. Rising interest rates mean falling bond prices while declining interest rates mean rising bond prices.
- t. Federal Deposit Insurance Corporation (“FDIC”): A federal agency that insures bank deposits.
- u. Federal Open Market Committee (“FOMC”): Consists of seven members of the Federal Reserve Board and five of the twelve Federal Reserve Bank Presidents. The President of the New York Federal Reserve Bank is a permanent member, while the other Presidents serve on a rotating basis. The Committee periodically meets to set Federal Reserve guidelines regarding purchases and sales of Government Securities in the open market as a means of influencing the volume of bank credit and money.
- v. Interest Rate Risk: The risk of gain or loss in market values of securities due to changes in interest-rate levels. For example, rising interest rates will cause the market value of portfolio securities to decline.
- w. Investment Policy: A clear and concise statement of the objectives and parameters formulated by an investor or investment manager for a portfolio of investment securities.
- x. Liquidity: A liquid asset is one that can be converted easily and rapidly into cash without a substantial loss of value. In the money market, a security is said to be liquid if the spread between bid and asked prices is narrow and reasonable size can be done at those quotes.
- y. Local Agency Investment Fund (“LAIF”): The aggregate of all funds from political subdivisions that are placed in the custody of the State Treasurer for investment purposes.

- z. Local Government Investment Pool (“LGIP”): A type of pooled investment program in which funds from local agency investors/participants are aggregated together for investment purposes.
- aa. Market Value: The price at which a security is trading and could presumably be purchased or sold.
- bb. Maturity: The date upon which the principal or stated value of an investment becomes due and payable.
- cc. Medium-term Notes (“MTN”s): Unsecured corporate obligations. For purposes of the California Government Code, they have a maximum remaining maturity of five years or less.
- dd. Money Market: The market in which short-term debt instruments (bills, commercial paper, bankers' acceptances, etc.) are issued and traded.
- ee. Money Market Fund: A type of mutual fund that invests exclusively in short-term investments.
- ff. Mutual Fund: A fund operated by an investment company that raises money from shareholders and invests it on their behalf. Profits are distributed to shareholders after the investment company deducts its management fee. Mutual funds are regulated by the US Securities and Exchange Commission (“SEC”).
- gg. Nationally Recognized Statistical Rating Organization (“NRSRO”): A credit rating agency that issue credit ratings that the SEC permits other financial firms to use for certain regulatory purposes. The largest three NRSROs are Standard & Poor's, Moody's Investors Service, and Fitch Ratings.
- hh. Negotiable: Something that can be sold or transferred to another party.
- ii. Negotiable Certificates of Deposit: Large-denomination certificates of deposit with a fixed maturity date, which can be sold in the money market. They are not collateralized.
- jj. Offer: The price asked by a seller of securities. (When you are buying securities, you ask for an offer.) See Asked and Bid.
- kk. Open Market Operations: Purchases and sales of government and certain other securities in the open market by the New York Federal Reserve Bank as directed by the FOMC in order to influence the volume of money and credit in the economy. Purchases inject reserves into the bank system and stimulate growth of money and credit; sales have the opposite effect. Open market operations are the Federal Reserve's most important and most flexible monetary policy tool.
- ll. Par Value: The amount of principal that must be paid at maturity. Also referred to as the face amount of a bond, normally quoted in increments of \$1,000 per bond.

- mm. Portfolio: Collection of securities held by an investor.
- nn. Primary Dealer: A group of government securities dealers who submit daily reports of market activity and positions and monthly financial statements to the Federal Reserve Bank of New York and are subject to its informal oversight. Primary dealers include SEC-registered securities broker-dealers, banks, and a few unregulated firms.
- oo. Premium: The amount by which a security sells above its par value.
- pp. Principal: The face or par value of a debt instrument or the amount of capital invested in a given security.
- qq. Rate of Return: The yield obtainable on a security based on its purchase price or its current market price. This may be the amortized yield to maturity on a bond the current income return.
- rr. Safekeeping: A service banks offer to clients for a fee, where physical securities are held in the bank's vault for protection, and book-entry securities are on record with the Federal Reserve Bank or Depository Trust Company in the bank's District for the benefit of the client. As agent for the client, the safekeeping bank settles securities transactions, collects coupon payments, and redeems securities at maturity or, if called, on the call date.
- ss. Securities: Investment instruments such as notes, bonds, stocks, money market instruments, and other instruments of indebtedness of equity.
- tt. Securities and Exchange Commission ("SEC"): Agency created by Congress to protect investors in securities transactions by administering securities legislation.
- uu. Spread: The difference between two figures or percentages. It may be the difference between the bid (price at which a prospective buyer offers to pay) and asked (price at which an owner offers to sell) prices of a quote, or between the amount paid when bought and the amount received when sold.
- vv. Supranational: Supranational entities are formed by two or more central governments with the purpose of promoting economic development for the member countries. Supranational institutions finance their activities by issuing debt, such as supranational bonds. Examples of supranational institutions include the European Investment Bank and the World Bank. Similarly to the government bonds, the bonds issued by these institutions are considered direct obligations of the issuing nations and have a high credit rating.
- ww. Treasury Bills: Are short-term, non-interest bearing discount security having initial maturities of one year or less.
- xx. Treasury Notes: Are Intermediate-term coupon-bearing securities having initial maturities from two to ten years.

- yy. Treasury Bonds: Are long-term coupon-bearing securities having initial maturities of more than ten years.
- zz. Yield: The annual rate of return on an investment expressed as a percentage of the investment. Income yield is obtained by dividing the current dollar income by the current market price for the security.

2130.5 The primary objectives, in priority order, for investment activities shall be:

- a. Safety: Safety of principal is the foremost objective of the investment program. The District's investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio.
- b. Liquidity: The District's investment portfolio will remain sufficiently liquid to enable the District to meet all operating requirements, which might be reasonably anticipated.
- c. Return on Investment: The District's investment portfolio shall be managed with the objective of attaining a market rate of return throughout budgetary and economic cycles.

The remainder of this policy describes the policies and procedures to be followed in support of these objectives.

2130.6 Prudence

- a. All persons authorized to make investment decisions on behalf of the District are trustees and, therefore, fiduciaries subject to the prudent investor standard. When investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the agency, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency.
- b. Authorized persons, acting in accordance with written procedures and this policy and exercising due diligence, shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion, and appropriate action is taken to control adverse developments.

2130.7 Delegation of Authority

- a. Responsibility for the investment program is hereby delegated by the District's Board of Directors ("Board") to the Treasurer for a period of one year, who shall thereafter assume full responsibility for the investment program until the

delegation of authority is revoked. Subject to review, the Board may renew the delegation of authority each year.

- b. The Treasurer may delegate the day-to-day investment activities to their designee(s) but not the responsibility for the overall investment program.
- c. If authorized by the Board, the Treasurer may also utilize the services of an external investment advisor to assist with the investment program. The investment advisor shall never take possession of the District's funds or assets.
- d. No person may engage in investment activities except as provided under the terms of this policy and the procedures established by the Treasurer.

2130.8 Ethics and Conflicts of Interest

- a. Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with the proper execution of the investment program, or which could impair their ability to make impartial investment decisions. Additionally, the Treasurer, other employees designated by the District, and the Investment Advisor, if one is used, are required to prepare an Annual Conflict of Interest Statement (FPPC Form 700).

2130.9 Internal Controls

- a. The Treasurer is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the District are protected from loss, theft, or misuse. The procedures should include references to individuals authorized to execute transactions or transfers, safekeeping agreements, repurchase agreements, wire transfer agreements, collateral/depository agreements, and banking services contracts, as appropriate. The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that:
 - 1. The cost of a control should not exceed the benefits likely to be derived; and
 - 2. The valuation of costs and benefits requires estimates and judgment by management.
- b. Compliance with this policy and internal controls shall be reviewed annually by the District's independent auditor.

2130.10 Authorized Financial Dealers and Institutions

- a. Investments not purchased directly from the issuer shall be purchased either from an institution licensed by the state as a broker-dealer or from a member of a federally regulated securities exchange, from a national or state-chartered bank, from a savings association or federal association or from a brokerage firm

designated as a primary government dealer by the Federal Reserve bank. If the District is utilizing financial dealers or institutions to execute transactions, the Treasurer shall maintain a list of the firms that have been approved for investment purposes. A copy of this policy shall be sent annually to all firms with which the District executes investments.

- b. If the District has contracted with an investment advisor to provide investment services, the investment advisor may use their own list of approved issuers, brokers/dealers, and financial institutions with which to conduct transactions on the District's behalf.

2130.11 Authorized and Suitable Investments

- a. The California Government Code provides basic investment limits and guidelines for government entities. In the event an apparent discrepancy is found between this policy and the Government Code, the more restrictive parameters will take precedence.
- b. Percentage holding limits listed in this policy apply at the time the security is purchased. Credit ratings, where shown, specify the minimum credit rating category required at purchased. In the event a security held by the District is subject to a credit rating change that brings it below the minimum credit ratings specified in this policy, the Treasurer should notify the Board of the change in the next quarterly investment report. The course of action to be followed will then be decided on a case-by-case basis, considering such factors as the reason for the change, prognosis for recovery or further rate drops, and the market price of the security.

2130.12 US Treasury Instruments

- a. United States Treasury notes, bonds, bills, or certificates of indebtedness, or those for which the faith and credit of the United States are pledged for the payment of principal and interest.
- b. There is no limitation as to the percentage of District's portfolio that may be invested in this category.

2130.13 Federal Agency Securities

- a. Federal agency or United States government-sponsored enterprise obligations, participations, or other instruments, including those issued by or fully guaranteed as to principal and interest by federal agencies or United States government-sponsored enterprises.
- b. There is no limitation as to the percentage of the District's portfolio that may be invested in this category.

2130.14 Supranational Obligations

- a. United States dollar-denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development, International Finance Corporation, or Inter-American Development Bank, with a maximum remaining maturity of five years or less, and eligible for purchase and sale within the United States.
- b. Investments under this subdivision shall be rated in a rating category of "AA" or its equivalent or better by a Nationally Recognized Statistical Rating Organization ("NRSRO"). A maximum of 30% of the District's portfolio may be invested in this category.

2130.15 Municipal Debt

- a. Registered state warrants or treasury notes or bonds of this state, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the state or by a department, Board, agency, or authority of the state.
- b. Registered treasury notes or bonds of any of the other 49 states in addition to California, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by a state or by a department, Board, agency, or authority of any of the other 49 states, in addition to California.
- c. Bonds, notes, warrants, or other evidences of indebtedness of a local agency within this state, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the local agency, or by a department, Board, agency, or authority of the local agency.
- d. Purchases are limited to securities rated in a rating category of "A" (long-term) or "A-1" (short-term) or their equivalents or better by an NRSRO. A maximum of 30% of the District's portfolio may be invested in this category.

2130.16 Medium-Term Notes

- a. Medium-term notes, defined as all corporate and depository institution debt securities with a maximum remaining maturity of five years or less, issued by corporations organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States.
- b. Purchases are limited to securities rated in a rating category of "A" or its equivalent or better by an NRSRO. A maximum of 30% of the District's portfolio may be invested in this category.

2130.17 Negotiable CDs

- a. Negotiable certificates of deposit issued by a nationally or state-chartered bank, a savings association or a federal association, a state or federal credit union, or by a federally licensed or state-licensed branch of a foreign bank.
- b. Purchases are limited to securities rated in a rating category of "A" (long-term) or "A-1" (short-term) or their equivalents or better by an NRSRO. A maximum of 30% of the District's portfolio may be invested in this category.

2130.18 Asset-Backed Securities

- a. A mortgage passthrough security, collateralized mortgage obligation, mortgage-backed or other pay-through bond, equipment lease-backed certificate, consumer receivable passthrough certificate, or consumer receivable-backed bond with a maximum remaining maturity of five years or less.
- b. Securities shall be rated in a rating category of "AA" or its equivalent or better by an NRSRO. A maximum of 20% of the District's portfolio may be invested in this category.

2130.19 Commercial Paper

- a. Commercial paper of "prime" quality of the highest-ranking or of the highest letter and number rating as provided for by a nationally recognized statistical rating organization (NRSRO). The entity that issues the commercial paper shall meet all of the following conditions in either section (1) or (2):
 1. The entity meets the following criteria: (A) Is organized and operating in the United States as a general corporation; (B) Has total assets in excess of five hundred million dollars (\$500,000,000), and (C) Has debt other than commercial paper, if any, that is rated in a rating category of "A" or its equivalent or better by an NRSRO.
 2. The entity meets the following criteria: (A) Is organized within the United States as a special purpose corporation, trust, or limited liability company, (B) Has program-wide credit enhancements including, but not limited to, over-collateralization, letters of credit, or a surety bond, and (C) Has commercial paper that is rated "A-1" or better, or the equivalent, by an NRSRO.
- b. Purchases are limited to securities that have a maximum maturity of 270 days. A maximum of 30% of the District's portfolio may be invested in this category.

2130.20 State of California's Local Agency Investment Fund ("LAIF"). Whenever the District has funds invested in LAIF, the Treasurer shall periodically review the program's investments. The maximum amount invested in this category may not exceed the limit set by LAIF for operating accounts.

2130.21 Local Government Investment Pools ("LGIP")

- a. Shares of beneficial interest issued by a joint powers authority organized pursuant to Section 6509.7 that invests in the securities and obligations authorized in Government Code. The District will limit investments to LGIPs that seek to maintain a stable net asset value. Whenever the District has any funds invested in a LGIP, the Treasurer shall maintain on file a copy of the LGIP's current information statement and periodically review the LGIP's investments.

2130.22 Money Market Funds ("MMF")

- a. Purchases are restricted to Government Money Market Funds. Furthermore, these Money Market Funds must have met either of the following criteria:
 1. Attained the highest-ranking or the highest letter and numerical rating provided by not less than two NRSROs, or
 2. Retained an investment advisor with not less than five years' experience and registered or exempt from registration with the SEC, with assets under management in excess of five hundred million dollars (\$500,000,000).
- b. Whenever the District has any funds invested in a MMF, the Treasurer shall maintain on file a copy of the MMF's current information statement. A maximum of 20% of the District's portfolio may be invested in this category.

2130.23 Ineligible Investments

- a. The District shall not invest in any investment authorized by the Government Code, but not explicitly listed in this Policy without the prior approval of the Board. Furthermore, the District will not invest in inverse floaters, range notes, mortgage-derived, interest-only strips, or any security that could result in zero interest accrual if held to maturity. The District may hold any previously permitted but currently prohibited investments until their maturity dates.

2130.24 Diversification

- a. The District shall diversify the investments within the portfolio to avoid incurring unreasonable risks inherent in over investing in specific instruments, individual financial institutions, or maturities.
- b. To promote diversification, no more than 5% of the portfolio may be invested in the securities of any one issuer, regardless of security type, excluding US Treasuries, federal agencies, supranationals, and pooled investments such as LAIF, money market funds, or local government investment pools.

2130.25 Maximum Maturities

- a. The Treasurer and/or designee(s) shall maintain a system to monitor and forecast revenues and expenditures so that the District funds can be invested to the fullest extent possible while providing sufficient liquidity to meet the District's reasonably anticipated cash flow requirements. Maturities of investments will be selected to provide necessary liquidity, manage interest rate risk, and optimize earnings. Because of inherent difficulties in accurately forecasting cash flow requirements, a portion of the portfolio should be continuously invested in readily available funds.
- b. For those investment types for which this policy does not specify a maturity limit, no individual investment shall exceed a maturity of five years from the date of purchase unless the Board has granted express authority to make that investment either specifically or as a part of an investment program approved by the Board of Directors no less than three months prior to the investment.
- c. This policy authorizes investing bond project and reserve funds beyond five years if the maturities of such investments do not exceed the expected use of the funds, the investments are deemed prudent in the opinion of the Treasurer, and the investments are not prohibited by the applicable bond documents.

2130.26 Safekeeping and Custody

- a. To protect against potential losses by collapse of individual securities dealers, all deliverable securities owned by the District, including collateral on repurchase agreements, shall be held in safekeeping by a third party bank trust department acting as agent for the District under the terms of a custody agreement executed by the bank and by the District. All deliverable securities will be received and delivered using standard delivery-versus-payment procedures.

2130.27 Performance Standards

- a. The investment portfolio shall be managed with the objective of obtaining a rate of return throughout budgetary and economic cycles, commensurate with the investment risk constraints and the cash flow needs. The District will employ an active management approach that allows for the sale of securities prior to their scheduled maturity dates for purposes of improving the portfolio's credit quality, liquidity, or return in response to changing market conditions or the District circumstances. This Policy recognizes that in a diversified portfolio, occasional measured losses are inevitable and must be considered within the context of the overall portfolio's structure and expected investment return, with the proviso that adequate diversification and credit analysis have been implemented.
- b. An appropriate performance benchmark shall be established against which portfolio performance shall be compared on a regular basis. The selected performance benchmark shall be representative of the District's overall investment objectives and liquidity requirements.

2130.28 Reporting

- a. The Treasurer will prepare a quarterly investment report that shall include a description of the portfolio, type of investments, issuers, maturity dates, par values, and current market values of each component of the portfolio, list of transactions, including funds managed for the District by third party contract managers.
- b. The report will include a certification that: (1) all investment actions executed since the last report have been made in full compliance with this Policy and (2) the report shall include a statement denoting the ability of the District to meet its expenditure requirements for the next six months or provide an explanation as to why sufficient money shall, or may, not be available.

REFERENCES

2130.29 Government Section Code 53630 - 53686

INTERNAL CONTROLS

Policy # **2145**
Original Effective Date: 02/01/2013
Revision Date: 10/21/2020
Type of Policy: BOARD DISTRICT FIRE PARKS

POLICY

2145.1 The Cosumnes Community Services District (“District”) shall implement and maintain reliable internal controls to ensure compliance with applicable laws and policies, adequately safeguard District assets, and ensure proper and accurate reporting of District financial activities. The internal control system will include segregation of duties, authorization procedures, documentation and record retention, reconciliation, and review and security measures.

PURPOSE AND SCOPE

2145.2 The purpose of this policy is to establish minimum standards for the establishment of internal controls, and to describe responsibilities to establish and monitor such controls.

2145.3 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

2145.4 Definitions:

- a. None

2145.5 Internal control is all of the policies and procedures management uses to achieve the following goals:

- a. Safeguard District assets. Well-designed internal controls protect assets from accidental loss or loss from fraud.
- b. Ensure the reliability and integrity of financial information. Internal controls ensure that management has accurate, timely, and complete information, including accounting records, to plan, monitor, and report business operations.
- c. Ensure compliance. Internal controls help to ensure the District is in compliance with the many federal, state, and local laws and regulations affecting the operations of District business.

- d. Promote efficient and effective operations. Internal controls provide an environment in which managers and staff can maximize the efficiency and effectiveness of their operations.
- e. Accomplishment of goals and objectives. Internal controls system provides a mechanism for management to monitor the achievement of operational goals and objectives.

23145.6 Responsibility

- a. **Management Responsibility:** Administrative management is responsible for maintaining an adequate system of internal control. Management is responsible for communicating the expectations and duties of staff as part of a controlled environment. They are also responsible for assuring that the other significant areas of an internal control framework are addressed.
- b. **Staff Responsibility:** Staff and operating personnel are responsible for carrying out the internal control activities set forth by management.
- c. The Chief Administrative Officer (“CAO”) is responsible to implement the internal controls as outlined in this policy. The CAO shall evaluate the internal controls in place from time to time and recommend changes as it best matches with the District policies and procedures to the General Manager.

2145.7 Framework for Internal Control

- a. The framework of a good internal control system includes:
 - 1. **Control environment:** A sound control environment is created by management through communication, attitude and example. This includes a focus on integrity, a commitment to investigating discrepancies, diligence in designing systems and assigning responsibilities. The District employees will exercise the control environment to conduct the District’s business including purchasing or procurement of the goods and services.
 - 2. **Risk Assessment:** This involves identifying the areas in which the most significant threat or risk of inaccuracies or loss exist. To be most efficient, the greatest risks should receive the greatest amount of effort and level of control. For example, the dollar amount or the nature of the transaction (for instance, those that involve cash) might be an indication of the related risk. The CAO shall review the internal controls in place and assess the monetary and non-monetary risk and make adjustments necessary to mitigate the risk. District employees are required to communicate the significant threat or risk of inaccuracies or potential loss or misplacement of assets to the CAO or the General Manager as soon as they become aware of it.
 - 3. **Monitoring and Reviewing:** The system of internal control should be periodically reviewed by management. By performing a periodic

assessment, management assures that internal control activities have not become obsolete or lost due to turnover or other factors. They should also be enhanced to remain sufficient for the current state of risks. The CAO will be responsible to carry out the review of the internal control on a regular basis. The review will include all areas of the District including purchasing, hiring process, internal department policies and procedures and other all activities that includes the safeguarding of the District assets. The CAO shall inquire from time to time the Department managers and executives about the controls placed in their department and provide corrective actions as deem appropriate.

4. Information and Communication: The availability of information and a clear and evident plan for communicating responsibilities and expectations is paramount to a sound internal control system. Management shall be responsible for identification, capture, communication, and, where appropriate, publication, of pertinent information in a form and timeframe that ensures District goals and objectives may be met. Such information shall flow downward, across, and upward throughout the agency, and shall additionally flow between external parties and business partners as appropriate. The CAO shall be responsible to ensure the availability of information and a clear and evident plan for communicating responsibilities and expectations are exercised throughout the District and make appropriate adjustment as deem necessary.
5. Control Activities: These are the activities that occur within an internal control system. These are fully described section 2145.8.

2145.8 Internal Control Activities and Best Practices

- a. Internal control activities are the policies and procedures as well as the daily activities that occur within an internal control system. A sound internal control system should include the control activities listed below. These activities generally fit into two types of activities.
 1. Preventive: Preventive control activities aim to deter the instance of errors or fraud. Preventive activities include thorough documentation and authorization practices. Preventive control activities prevent undesirable "activities" from happening, thus require well thought out processes and risk identification. The CAO shall implement preventive control measures as deem appropriate District-Wide to mitigate the existence of the undesirable "activities".
 2. Detective: Detective control activities identify undesirable "occurrences" after the fact. The most obvious detective control activity is reconciliation.

2145.9 Other Internal Control Best Practices

- a. With an excellent internal control system in place, other considerations to keep in mind include:
 1. Regularly communicate updates and reminders of policies and procedures to staff through emails, staff meetings, and other communication methods.
 2. Periodically assess risks and the level of internal control required to protect District assets and records related to those risks. Document the process for review, including when it will take place. (Example: Determine that all security activities, reconciliation processes and separation of duties will be reviewed annually. They will, however, be staggered. Security activities will be reviewed in July, reconciliation in September and separation of duties in March.)
 3. Management is responsible for making sure that all staff are familiar with District policies and changes in those policies. The CAO shall be responsible to implement a process to ensure District staff are familiar of the District policies and take appropriate actions, if necessary, to mitigate any risk.

REFERENCES

None

ASSET PROTECTION AND FRAUD IN THE WORKPLACE

Policy # **2147**
Original Effective Date: 05/01/2009
Revision Date: 10/21/2020
Type of Policy: BOARD DISTRICT FIRE PARKS

POLICY

2147.1 The Cosumnes Community Services District (“District”) is committed to protecting its revenue, property, proprietary information, and all other tangible and intangible assets. The District will not tolerate any misuse or misappropriation of those assets and will comply with all applicable state and federal laws.

PURPOSE AND SCOPE

2147.2 To establish procedures for defining acts that are considered to be fraudulent, describing the steps to be taken when fraud or other related dishonest activities are suspected, and providing procedures to follow in accounting for missing funds, restitution and recoveries.

2147.3 This policy applies to any fraud perpetrated by any employee or official of the District, as well as, consultants, vendors, contractors, outside agencies, and/or any other parties with a business relationship with the District. Any investigation commenced pursuant to this policy shall be undertaken without regard to a person’s length of service, position or title, or relationship to the District.

APPLICATION / PROCEDURE

2147.4 Definitions:

- a. Fraud: If there are any questions as to whether an act constitutes fraud, staff should contact their supervisor or manager. Otherwise, the term fraud includes, but is not limited to, the following:
 1. Claim for reimbursement of expenses that are not job-related or authorized by the current Memorandum of Understanding or Contractual Agreement.
 2. Forgery or unauthorized alteration of documents (checks, promissory notes, time sheets, independent contractor agreements, purchase orders, budgets, etc.).
 3. Misappropriation of District assets (funds, securities, supplies, furniture, equipment, etc.).
 4. Impropriety in the handling or reporting of money or financial transactions.

5. Authorizing or receiving payment for goods not received or services not performed.
 6. Falsely reporting hours on timecard;
 7. Conducting business with a relative that is not disclosed in writing to the Chief Administrative Officer (“CAO”), and appropriately documented within the system.
 8. Computer-related activity involving unauthorized alteration, destruction, forgery or manipulation of data or misappropriation of District-owned software.
 9. Misrepresentation of information on documents, including the creation of non-existent documents to validate a claim/action.
 10. Any apparent violation of Federal, State or local laws related to dishonest activities or fraud.
 11. Seeking or accepting anything of material value from those doing business with the District including vendors, consultants, contractors, lessees, applicants and grantees. Materiality is determined by the Board Policy, Conflict of Interest (1130) which incorporates the Fair Political Practices Commission’s regulations.
 12. Unauthorized disclosure of confidential, proprietary information, or securities activities of the District;
 13. Assigning an employee to perform non-employment-related tasks. This includes assigning employees to conduct business on behalf of an individual that solely benefits the individual and not the District;
 14. Intentional violation of District purchasing requirements;
 15. Profiteering as a result of insider knowledge of District activities;
 16. Theft, destruction, removal, or fraudulent use of District records, furniture, fixtures, intellectual property, and equipment; or
 17. Actions related to concealing or perpetuating the abovementioned activities.
- b. Internal Auditor: In this context, internal auditor refers to any person or persons assigned by the General Manager to investigate any fraud or similar activity or process throughout the District. The General Manager has assigned the CAO to serve as the District’s primary Internal Auditor.
- c. External Auditor: In this context, external auditor refers to independent audit professionals who perform annual audits of the District’s financial statements,

assess the District's exposure to risk or material losses, and provides an opinion on the District finances as a whole.

2147.5 Board of Director's Responsibilities

- a. If a Board of Director ("Board") member has reason to suspect that a fraud has occurred, they shall immediately contact the General Manager. In the event the fraud or mis-appropriation of District assets may involve the General Manager, the Board member shall immediately contact District Counsel.
- b. The Board member shall not attempt to investigate the suspected fraud or discuss the matter with anyone other than the General Manager or otherwise as described above.
- c. The alleged fraud or audit investigation shall not be discussed with the media by any person other than through the General Manager in consultation with the District Counsel and the internal auditor.

2147.6 Management Responsibilities

- a. All management personnel are responsible for detecting and preventing fraudulent activities in their respective work areas. All management personnel will be familiar with the types of activities that constitute fraud and be alert for any indication that improper or dishonest activity is or was in existence in their work area.
- b. If a member of management suspects fraud, or has received a report of fraud from an employee, they must contact their supervisor or the CAO immediately. The CAO shall keep the General Manager informed of any suspected fraud or mis-appropriation of assets, as well as any action taken to mitigate losses.
- c. When a supervisor is informed by management personnel that fraud is suspected, the supervisor must immediately contact the Department Head of the affected work area, who will immediately consult with the General Manager, CAO and District Counsel. If there is a suspected fraud or mis-appropriation of any District finances, the CAO shall take action immediately to mitigate further losses. This may include suspension of purchasing, purchasing card, or removing personnel from decision making role.
- d. Upon investigation, if there is a determination of fraudulent activity in existence, the CAO with direction from the General Manager, shall take immediate remedial action to halt the fraudulent activity. If criminal activity has occurred, the General Manager shall report the activity to appropriate oversight agencies and/or law enforcement officials.
- e. All management personnel shall cooperate fully with any investigation performed by the District, oversight agencies, and/or law enforcement officials.

- f. Following all incidents of fraud, or at least on an annual basis, management personnel shall conduct a review of all internal controls, policies and procedures for the prevention and detection of fraud and implement new and/or modified controls when necessary.

2147.7 Employee Responsibilities

- a. All employees of the District, regardless of rank or position, have a stewardship responsibility with regard to District funds and other assets. District employees are responsible for safeguarding District resources and ensuring those resources are used only for authorized purposes in accordance with District rules, policies, and applicable federal and state laws. The CAO shall evaluate the controls in place on a regular basis and educate District staff regarding rules, policies and procedures in accordance with the District or regulatory agency requirements.
- b. When fraud is suspected, observed, or otherwise made known to an employee, the employee must immediately report the activity to their supervisor or manager.
- c. If the employee has reason to believe their supervisor or Department Head may be involved in fraudulent activity, the employee is obligated to report the activity to another District official such as the CAO or the General Manager.
- d. The reporting employee should refrain from discussing the matter with any other person within the District unless directed to do so by the Director of Human Resources and CAO. A union member may discuss the matter with a state-wide union representative (not a local chapter representative).
- e. All employees shall cooperate fully with any investigation performed by the District, oversight agencies, and/or law enforcement officials. Any District employee reporting suspected, observed, or otherwise known fraudulent activity will be held harmless and not subject to retaliation.

2147.8 Internal Auditor Responsibilities

- a. Upon assignment by the General Manager, the internal auditor will promptly investigate the fraud. If the suspected fraud involves a represented employee, the investigation will proceed in accordance with provisions of the appropriate Memorandum of Understanding.
- b. In all circumstances where there appears to be reasonable grounds for suspecting that a fraud has taken place, the internal auditor, in consultation with the General Manager and the District Counsel, will contact the appropriate law enforcement agency.
- c. The internal auditor shall be available and receptive to receiving relevant, confidential information to the extent allowed by the law.

- d. If evidence is uncovered showing possible dishonest or fraudulent activities, the auditor will proceed as follows:
1. Discuss the findings with management and the Department Head.
 2. Advise management, if the case involves staff members, to meet with the Director of Human Resources and the CAO to determine if disciplinary actions should be taken. All disciplinary action shall be approved by the General Manager.
 3. Report to the external auditor such activities in order to assess the effect of the illegal activity on the District's financial statements.
 4. Coordinate with the CAO regarding notification to insurers and filing of insurance claims.
 5. The CAO in consultation with the General Manager and District Counsel, shall take immediate action to prevent the theft, alteration or destruction of evidentiary records. Such action shall include, but is not limited to:
 - i. Removing the records and placing them in a secure location, or limiting access to the location where the records currently exist.
 - ii. Preventing the individual suspected of committing the fraud from having access to the records.
 - iii. Contacting the Information Technology Manager to place a litigation hold on any electronic records that may be pertinent.
 6. In consultation with the General Manager, District Counsel and law enforcement, the internal auditor may disclose particulars of the investigation with potential witnesses if such disclosure would further the investigation.
 7. The internal auditor shall never respond to the media regarding alleged fraud or audit investigation. If the internal auditor is contacted by the media, the internal auditor will direct the inquiry to the Director of Business and Public Affairs Manager after consultation with the General Manager.
 8. At the conclusion of the investigation, the internal auditor will document the results in a confidential memorandum report to the General Manager and the District Counsel. If the report concludes that the allegations are founded, the report will be forwarded to law enforcement.
 9. Unless exceptional circumstances exist, a person under investigation for fraud is to be given notice in writing of essential particulars of the allegations following the conclusion of the audit. Where notice is given, the person against whom allegations are being made may submit a written explanation

to the internal auditor no later than ten business days after notice is received. Situations in which the Firefighter Bill of Rights applies, it will be followed.

10. The internal auditor will be required to make recommendations to the appropriate department for assistance in the prevention of future similar occurrences.
11. Upon completion of the investigation, including all legal and personnel actions, all records, documents and other evidentiary material, obtained from the department under investigation will be returned to that department as deemed appropriate. A copy of the document may be kept by the internal auditor for their records.

2147.9 Confidentiality

- a. All participants in a fraud investigation shall treat all information received confidentially. A person reporting suspected fraud may remain anonymous except as otherwise required by law. Investigation results will not be disclosed or discussed with anyone other than those who have a legitimate need to know. Any employee contacted by the media with respect to a fraud investigation shall refer media person to the General Manager.
- b. Employees will be granted whistle-blower protection, in accordance with applicable Federal and State laws and regulations. See Board Policy, Duty to Report Unlawful or Improper Actions (1110) for more information.

2147.10 Investigation and Discipline

- a. It is the District's intent to fully investigate any suspected acts of fraud, misappropriation, or other similar irregularity. An objective and impartial investigation will be conducted regardless of the position, title, length of service or relationship with the District of any party who might be or become involved in or becomes the subject of such investigation.
- b. Employees who have committed fraud will be subject to disciplinary action up to and including dismissal. Any disciplinary action taken by the District as a result of its investigation shall be in accordance with the terms and conditions of applicable collective bargaining agreements and personnel policies. In all cases, the District reserves the right to refer the matter to appropriate oversight agencies and/or law enforcement officials for independent review, investigation and/or prosecution. The District's internal investigation and disciplinary process shall be conducted independently from any external review performed.

2147.11 There will be no exceptions to this policy unless provided and approved by the General Manager in consultation with the District Counsel.

REFERENCES

- 2147.12 Board Policy, Prohibited Conduct (1100)
- 2147.13 Board Policy, Duty to Report Unlawful or Improper Actions (1110)
- 2147.14 Board Policy, Use of District Resources (1125)
- 2147.15 Board Policy, Conflict of Interest (1130)

LEASES

Policy # **2160**
Original Effective Date: 04/05/1994
Revision Date: 10/21/2020
Type of Policy: BOARD DISTRICT FIRE PARKS

POLICY

2160.1 The Cosumnes Community Services District (“District”) has authority to enter into lease agreements as a lessee and a lessor.

PURPOSE AND SCOPE

2160.2 This policy establishes accounting treatment of lease agreements entered into by the District, both as a lessee and as a lessor. There are two types of lease classifications: capital and operating. The proper lease classification is essential because it determines the District’s accounting and reporting requirements.

When the risks and rewards of ownership have been passed on to the lessee, generally accepted accounting principles (“GAAP”) require the lessee to record the lease as an asset. This policy establishes uniform thresholds and procedures for all parts of the District when recording both operating and capital leases.

2160.3 This policy applies to all new leases entered as of July 1, 2020; note that addenda to and extensions of existing leases qualify as new leases for purposes of this policy.

APPLICATION / PROCEDURE

2160.4 Definitions:

- a. Capital Lease: A lease considered to have the economic characteristics of asset ownership. A capital lease is treated as a purchased asset for accounting purposes, meaning it is recorded as an asset on the balance sheet and depreciated over time.
- b. Bargain Purchase Option (“BPO”): A bargain purchase option is a lease clause that allows the lessee to obtain title to the leased facilities and/or equipment for less than its fair market value, for example, a nominal amount such as \$1.
- c. Effective Interest Rate: The interest rate on a loan or financial product restated from the nominal interest rate as an interest rate with annual compound interest payable in arrears. It is used to compare the annual interest between loans with different compounding terms (daily, monthly, annually, or other).

- d. **Executory Cost:** Costs of an ongoing lease agreement. Executory costs include utilities, repairs, maintenance, insurance, common area expenses, and taxes paid for the leased asset during its economic life. They are considered period costs and, therefore, must be expensed as incurred.
- e. **Imputed Interest:** Refers to interest that is considered by the Internal Revenue Services to have been paid for tax purposes, even if no interest payment was made. The IRS uses imputed interest as a tool to collect tax revenues on loans that don't pay interest, or stated interest is very low.
- f. **Fair Market Value:** Probable price at which a willing buyer will buy from a willing seller when (1) both are unrelated, (2) know the relevant facts, (3) neither is under any compulsion to buy or sell, and (4) all rights and benefit inherent in (or attributable to) the item must have been included in the transfer.
- g. **Incremental Borrowing Rate:** Interest rate a lessee would have to pay if, instead of leasing, lessee finances the purchase of the same asset.
- h. **Lease Bonus:** An amount paid by a lessee to a lessor as consideration for granting a lease, usually as a lump sum; this payment is in addition to any rental or royalty payments.
- i. **New Leases:** For purposes of this policy, new leases are leases entered into after July 1, 2020, including addenda to or extensions of existing leases.
- j. **Operating Lease:** A lease treated as a true rental for accounting purposes. Operating lease payments are recorded as rental expense.

2160.5 Understand Rules for Lease Accounting

- a. The Department Head shall be responsible to consult with the Finance Manager on any new lease, either operating or capital. The lease expenses must be an approved budget expenditure by the District Board. The Chief Administrative Officer ("CAO"), with approval by the General Manager, shall be responsible for the authorization of the final lease cost and approval of the lease obligation. New leases shall be approved by the Board as it will create a contingent liability for the District upon recommendation by the CAO and General Manager.
- b. Leases that meet certain criteria must be recorded as assets to the lessor; these leases are called capital leases. Capital leases are recorded on the balance sheet and depreciated over time.
- c. Leases that don't meet these criteria are called operating leases; operating lease payments are recorded as rental expense.
- d. All leases for the District, Capital Leases and Operating Leases, shall be in compliance with GAAP.

- e. The criteria that qualify a lease as a capital lease or an operating lease are described below.

2160.6 Apply Lease Term Threshold

- a. Any item with a lease term of less than three years cannot be capitalized. Treat all leases with terms of less than three years as operating leases. Exceptions to this threshold shall be determined by the CAO in accordance with the GAAP.

2160.7 Apply Cash Payment Thresholds

- a. Apply the following thresholds when determining when to capitalize an equipment or facility lease. Note that thresholds should be applied by lease schedule; lease agreements can be for a building, an individual asset, a group of assets, and can fall under the terms of a District-wide master lease agreement.
 1. A lease with annual lease year cash payments greater than \$1,000,000 per year or with cumulative spending over the life of the lease greater than \$10 million must be capitalized if it meets the criteria outlined in Section 2160.8.
 2. A lease with annual lease year cash payments between \$250,000 and \$999,999 that meets the capital lease criteria outlined in Section 2160.8 may be capitalized at the discretion of the CAO.
 3. A lease with annual lease year cash payments below \$250,000 may not be capitalized; it must be treated as an operating lease. The CAO may apply exception to this provision based on the type and term of the lease.

2160.8 Asset Leases That Meet Cash and Term Thresholds for Capitalization

- a. An equipment or facilities lease that meets the lease term and cash payment criteria above must be capitalized if it meets any one of the four criteria listed below. If the lease meets none of these criteria, treat it as an operating lease. A lease only needs to meet one of the below criteria in order to be classified as a capital lease.
 1. Transfer of ownership: Ownership of the asset transfers to the lessee by the end of the lease term.
 2. Bargain purchase option: The lease contains a bargain purchase option (“BPO”). A bargain purchase option is a lease clause that allows the lessee to obtain title to the leased facilities and/or equipment for less than its fair market value, for example, a nominal amount such as \$1.
 3. Lease term: The lease term is equal to 75% or more of the estimated economic life of the leased asset at the beginning of the lease term.
 4. Minimum lease payments: The present value at the beginning of the lease term of the minimum lease payments equals or exceeds 90 percent of the

fair value of the leased asset. This amount excludes the portion of the payments representing executory costs such as insurance, maintenance, and taxes to be paid by the lessor, including any profit thereon.

2160.9 Record Capital Leases Properly

- a. **Initial Setup:** The Finance Manager must calculate the amounts and prepare the initial journal entry. However, given the complexity of accounting for capital leases, CAO review the Finance Manager's calculations and upload the journal. The CAO records the entry to establish the capital lease asset and the related liability at the inception of the lease. The capital lease asset and liability are recorded at an amount equal to either the fair market value of the leased property at the lease inception date or the present value of the lease payments using the incremental borrowing rate, whichever is lower. This is a critical step to ensure all of the District's financial obligations are consistently valued.
- b. **Making Lease Payments:** Lease payments are the responsibility of the Finance Manager. Ideally, Finance Manager should establish annual purchase orders for their lease obligations. These payments should follow procurement policies and guidelines for processing and approving payments and are initially coded to expense object codes.
- c. **Amortization of the Lease Liability:** The lease liability is reduced throughout the life of the lease using the effective interest method. The District may use imputed interest method on certain leases. For example, the vehicle lease programs. On an annual basis, the Finance Manager is responsible for creating journal entries (for each lease) which reverse the payment coding and reclassify it to the appropriate amortization and interest object codes, as well as reducing the liability. Each lease payment is allocated between the calculated lease liability amortization and interest expense. Under this method, interest expense decreases, and the liability amortization amount increases over time. The Finance Manager must send these journal entries to the CAO for uploading because they require the use of central-only object codes.
- d. **Depreciation of the Capital Lease Asset:** The depreciation method used depends on which of the four possible capitalization criteria the lease asset meets.

2160.10 Special Treatment for Leases Involving Land and Land with Buildings

- a. **Leases Involving Land Only:** If a lease involves land alone, use only capitalization criteria 2160.8(a)1 or 2160.8(a)2 to determine the proper classification of the lease. If the lease meets either of these criteria, classify the land as a capital lease and follow the capital lease accounting procedures, with the exception that the land is not amortized. If the lease meets neither criteria 2160.8(a)1 or 2160.8(a)2, account for it as an operating lease.
- b. **Leases Involving Land and Building(s):** When the lease involves land and buildings, the Finance Manager must first calculate each asset's relative fair

market value (i.e., using recent sales, appraisals, or tax statements) and then answer a series of questions to determine the proper treatment.

2160.11 Record Operating Leases Properly

- a. An operating lease is treated as a true rental of property, which is not recorded on the balance sheet, but as an expense.
 1. Actual vs. Straight-line: Operating leases must be recorded on a straight-line basis even if the payments vary in amount over the lease term if the impact of the deferral equals the following annual thresholds. Include in rent expense the basic rent amounts plus any other payments required under the lease terms (e.g., a lease non-renewal penalty or other likely payment required by the lessee). For operating leases with straight-line impact under these thresholds, rent expense recorded may equal the actual amounts paid.
 2. Escalating Rent Payments: Lease payments that are not of equal amounts but that escalate during the life of the lease should be recognized on a straight-line basis, unless another systematic and rational basis is more representative of the time pattern in which the leased property is physically employed. As such, the time value of money and anticipated inflation should not be considered in allocating scheduled rent increases.
 3. Rent Expense Adjustments: If the actual rent expense is higher or lower than the straight-line basis rent expense, the Finance Manager must record adjusting entries for the difference.
 4. Initial Direct Costs incurred by the lessee: any initial direct costs related to the lease are expensed as incurred (e.g., commissions, legal fees, costs of preparing documents, etc.).

2160.12 Account for all Leases Timely

- a. Capital leases: The accounting for capital leases should be recorded at the lease inception date and must be recorded no later than quarter-end. The Finance Manager makes adjustments to plant and equipment equity concurrently with the periodic lease payments.
- b. Operating leases: The lessee records rent expense as payments made according to the lease specifications. If payments vary over the course of the lease and meet the thresholds outlined in 2160.7, the Finance Manager must record an adjustment to properly record the rental expense on a straight-line basis no later than quarter-end.
- c. Account for executory costs correctly: Executory costs include utilities, repairs, maintenance, insurance, common area expenses, and taxes paid for the leased asset during its economic life. They are considered period costs and therefore

must be expensed as incurred. These expenditures may be the responsibility of either the lessee or lessor, depending on the lease terms.

- d. Maintain supporting documentation. For any lease that has been capitalized or operating lease greater than the threshold, keep the following documentation on file for the life of the leased asset plus an additional seven years:
 1. The master lease agreement.
 2. A copy of the completed "Lease Classification Form".
 3. Supporting documentation for any additional assumptions used in determining whether the lease is capital or operating.
 4. For capital leases, the Finance Manager must also maintain a schedule of payments showing amortization of the lease-related liability.

2160.13 Make Required Disclosures for Year-End Lease Reporting

- a. The District is required to disclose the total gross assets under capital leases as well as both capital and operating lease commitments for each of the next five years and thereafter in its annual financial report.

2160.14 Account for Leases Where District is the Lessor

- a. Accounting for leases where District is the lessor follows the same rules outlined above, except that District is on the other side of the transactions. Staff must contact the CAO with any questions about this accounting.

2160.15 Responsibilities and Contacts

- a. Department Heads are responsible for ensuring that local units abide by this policy and the accompanying procedures. The Finance Manager must notify the CAO of capital leases as they arise throughout the year and no later than quarter-end and must disclose capital and operating lease commitments as part of the year-end financial reporting process. The Finance Manager is responsible for making all payments and journal entries. The Finance Manager is also responsible for processing journal entries to adjust operating lease payments to a straight-line basis where required.
- b. With information supplied by the Finance Manager, the CAO is responsible for recording the initial setup of the capital lease asset and liabilities, for amortizing the lease liability, and for recording depreciation of the capital lease asset. At year-end, CAO collects information from the Finance Manager regarding all lease commitments (both operating and capital) and supplies this information to external auditors.

REFERENCES

None

MILEAGE REIMBURSEMENTS

Policy # **2165**
Original Effective Date: 10/21/2020
Revision Date:
Type of Policy: BOARD DISTRICT FIRE PARKS

POLICY

2165.1 Cosumnes Community Services District (“District”) employees may be authorized to operate personal vehicles within the scope of their employment for official District business, when it is determined that it is more cost effective to provide mileage reimbursement compared to the use of a pool vehicle.

PURPOSE AND SCOPE

2165.2 To establish guidelines for mileage reimbursement to employees who have been authorized to use their private vehicle while conducting official District business.

2165.3 This policy applies to all District executives and employees. Under limited circumstances, with the authorization of the General Manager, individuals who are neither District officers or employees, but who provide a service to the District or are being considered as candidates for District positions may also be included under the provisions of this policy.

APPLICATION / PROCEDURE

2165.4 Definitions:

- a. District Limits: the geographic area of the District.

2165.5 In the normal course of business employees are to use District vehicles. Employees should plan ahead, reserve a District vehicle, and arrange schedules and trips around District vehicle availability.

2165.6 District employees may be authorized by their supervisor or manager as prescribed in this policy, to operate personal vehicles within the scope of their employment for official District business, when it is determined that it is more cost effective to provide mileage reimbursement compared to the use of a District vehicle.

2165.7 Employees must meet minimum qualifications as outlined in District Policy, Use of District and Personal Vehicles Policy (2460) to be authorized to use their personal vehicle to conduct official District business.

2165.8 Authorized employees will be compensated for the use of their automobiles on District business at the mileage reimbursement rate as approved by the Internal Revenue Services (“IRS”) for employee business use of private automobiles as established by the

District. The District will annually review the IRS standard mileage rate and update the reimbursement rate as deemed appropriate.

2165.9 Mileage from the employee's home to the first point of duty, and from the last point of duty to home will not be considered as District business, unless the employee's first or last point of duty is outside of District Limits. Immediate supervisors are responsible for ensuring that employees provide appropriate documentation for all trips for which reimbursement is requested. Mileage to and from the airport shall be deducted by the mileage to and from home to the District unless the airport mileage from home location is below the mileage to the District office.

2165.10 Reporting Requirements

- a. Employees requesting mileage reimbursement shall complete the Mileage/Expense Reimbursement Request form. Forms must be submitted to the employee's supervisor for approval within fifteen calendar days of when the travel occurred.
- b. Report only travel on authorized District business. If the continuity of a day's travel is interrupted by a personal trip, deduct this trip from the mileage claim.
- c. Odometer readings or a printed copy of an online map for each business trip must be specified on the form and are subject to audit verifications at any time. Record actual odometer readings (to the nearest whole mile).
- d. Report only beginning and ending mileage during working hours, related to official District business.
- e. In instances when an employee's first and/or last point of duty is outside District limits, an employee shall be reimbursed for the number of miles driven between the employee's home and the first and/or last point of duty, minus the number of miles the employee normally commutes from home to and/or from the employee's regular work location.
- f. Adequate explanation of locations covered must be shown. Where applicable or required by the supervisor, indicate assigned area and number of trips.
- g. Employees shall sign all Mileage/Expense Reimbursement Request forms and submit the form to the supervisor for approval. Supervisors should route approved forms to a Manager for review and approval. Managers should route approved forms to Finance for payment. Employees who submit false claims for mileage reimbursement are subject to disciplinary action, up to and including termination.
- h. The employee's supervisor is responsible to assure propriety of trips and to certify that only necessary mileage has been included for reimbursement and that the amount claimed is correct and proper.

- i. The Department Head or designee shall be responsible for reviewing reimbursement claims for each employee to assure that it is cost effective to continue to provide mileage reimbursement. Monthly claims equal to or greater than 200 miles require Department Head approval.

REFERENCES

- 2165.11 District Policy, Travel Expenses on District Business (2122)
- 2165.12 District Policy, Use of District and Personal Vehicles (2460)
- 2165.13 District Policy, Travel (3260)
- 2165.14 District Policy, Lectures, Meetings, Trainings, and Conferences – Working Time (3320)
- 2165.15 District Policy, Employee Development and Training (3335)
- 2165.16 Board Policy, Training, Education and Conferences (4145)
- 2165.17 Mileage/Expense Reimbursement Request form

NON-SUFFICIENT FUNDS (NSF) CHECKS

Policy # **2170**
Original Effective Date: 04/05/1994
Revision Date: 10/21/2020
Type of Policy: BOARD DISTRICT FIRE PARKS

POLICY

2170.1 The Cosumnes Community Services District ("District") allows convenient payment of fees, which includes personal checks drawn on the bearer's account for the exact amount of the fee. Occasionally, personal checks are returned to the District because of insufficient funds or other reasons, upon which the District has the right to charge a fee to the originator and collect alternative payment.

PURPOSE AND SCOPE

2170.2 From time to time, checks written to the District are returned by the bank for various reasons. This policy describes the treatment of those returned transactions.

2170.3 This policy applies to all payments made to the District by personal check.

APPLICATION / PROCEDURE

2170.4 Definitions:

- a. Non-sufficient Funds ("NSF") Check: a check is considered non-sufficient funds/returned when the notice of NSF/Closed Account/Stop Payment is received from the bank.

2170.5 The District's bank will notify the District of an NSF/returned item via fax or email. When the notice is received, a copy is sent to the originating department for collection. The Chief Administrative Officer ("CAO") shall be notified of all NSF/returned item greater than \$2,500.

2170.6 The District will notify the originator of the check by email or phone of the NSF Check and assess a Returned Check Fee of \$25.00. The amount of the NSF check and the \$25.00 Returned Check Fee may be paid by cash, credit card, money order or certified check. All payments must be paid within 48 hours of phone call, unless stated otherwise:

- a. If the NSF check was payment for a plan check and payment is not received in 48 hours, there will be no further work done on the project by the District and no final inspection scheduled or performed until the \$25.00 Returned Check Fee and Plan Check Fee are received.
- b. If the NSF check is a registration for a recreation program that has not started or rental of a facility and payment is not made within 48 hours, the registration or

rental will be withdrawn and made available to a new customer.

- c. If the NSF check is a registration for a recreation program that is currently in session, the client has until the next class day to make proper payment. If payment is not received by the next class, the registration will be withdrawn, and client is unable to participate in the recreation program. The account will be adjusted to reflect a prorated rate of the classes attended if applicable.
- d. After 48 hours of nonpayment of the NSF Check Fee and/or \$25.00 Return Check Fee, the originator of the check will receive a notification letter stating:
 1. Registration has been withdrawn (and possibly account has been charged a prorated amount based upon classes attended).
 2. Account has been charged a \$25.00 Return Check Fee.
 3. Account has been frozen from future activity until payment is made in full.

2170.7 Once two insufficient checks have been received from the customer, the District will discontinue acceptance of personal checks as a form of payment.

2170.8 If the NSF check is payment for ambulance services, the ambulance billing company will handle the collection of payment.

2170.9 If NSF results in a balance owed to the District, the District may refer to third-party agency for collection of past due amounts including any assessed fees, and payments for services rendered.

REFERENCES

None

PROCLAMATIONS, RESOLUTIONS, EXECUTIVE DIRECTIVES, AND GENERAL ORDERS

Policy # **2307**

Original Effective Date: 10/21/2020

Revision Date:

Type of Policy: BOARD DISTRICT FIRE PARKS

POLICY

2307.1 The Cosumnes Community Services District (“District”) Board of Directors (“Board”) will utilize proclamation and resolutions as a legislative instrument to record an act of compliance or record of a recognition, awareness, or appreciation to an issue, cause, milestone, or noteworthy event that is relevant to the District. District executive staff will utilize Executive Directives and General Orders to document and record acts of compliance, direction, and general communication internally.

PURPOSE AND SCOPE

2307.2 The purpose of this policy is to provide guidance for staff with formulating and creating proclamations and resolutions presented to the Board and Directives and Orders to communicate internally.

2307.3 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

2307.4 Definitions:

- a. Proclamation: An official document approved by the Board to bring recognition, awareness, or appreciation to an issue, cause, milestone, or noteworthy event that is relevant and important to the District. Proclamations are strictly honorary and not legally binding.
- b. Resolution: A formal document for record keeping, expressing the opinion of the Board concerning an issue of importance.
- c. Executive Directive: Official communication document created and distributed by the General Manager.
- d. General Order: Official communication document created and distributed by a member of the Strategic Management Team, or their designee.

2307.5 Proclamation

- a. The Board may issue different types of proclamations which are limited in term and generally broad statements expressing local government support for particular issues.
- b. Staff will use the approved District Proclamation template when drafting a proclamation document.
- c. Use of Proclamation. Proclamations may be used for, but are not limited to, the following examples:
 1. National Appreciation Month.
 2. Recognition of an individual, group, event, cause, or movement.
 3. Celebrate or create awareness of a significant issue.

2307.6 Resolution

- a. A resolution stands as an official District record if compliance comes into question. In most instances, resolutions go into effect immediately and must be adopted by majority vote of the Board, assuming there is a quorum.
- b. A resolution may assist in streamlining staff reports. If the Board is required to take three or more actions, staff should consider whether a resolution describing those actions would help clarify the Board's action in the staff report.
- c. Staff will use the approved District Resolution template when drafting a resolution document.
- d. Use of Resolution. Resolutions may be used, but not limited to, the following examples:
 1. Adoption of a Classification and Compensation Study.
 2. Adoption of ballot results.
 3. Adoption of employee pay schedule.
 4. Adoption of engineer reports.
 5. Adoption of fiscal year budget, adjustments, and amendments.
 6. Adoption of measurements, acts or codes enacted by the state, county, or federal government which impacts the District.
 7. Adoption or levy of fees, deferring impact fees, fines, etc.

8. Annexation of territory.
9. Approve an application for statewide program grant.
10. Approve creation of Board or Advisory Committee.
11. Ban a specific product and/or equipment use at District programs or facilities.
12. California Environmental Quality Act (“CEQA”) determinations.
13. California Public Employees' Retirement System (“CalPers”) required Board approved resolutions.
14. Change in District voting structure.
15. Changes or amendments to the change in personnel managing the bank accounts.
16. Communities Facilities District (“CFD”) formation or intent to formation or annexation into existing CFD.
17. Creation of a Landscape and Lightning (“L&L”) Assessment District.
18. Delegation of broad authority to General Manager (e.g., signing authority for all easements and property transactions, appointment authority to regional boards which staff serve, etc.).
19. Grant or in-kind use of District facilities, equipment, staff time or District funds.
20. Grant or vacation of easements or public right of ways.
21. Lease/purchase agreement instituted by a bank.
22. Local Agency Formation Commission (“LAFCo”) actions.
23. New debt issuance of any kind pursuant to the debt policy.
24. Placement of an initiative measure on the ballot.
25. Purchase or sale of District property.
26. Receipt of annual reports by District staff.
27. Rejection or allowance of government claim.
28. Terms and conditions of employees responding to mutual aide.

29. Weed abatement.

- e. Processing a Resolution. When creating a resolution document, use the following guidelines for structure and completeness:
 1. Number Sequence: Calendar year adopted and then the sequential number. For example, 2020-16. The sequential number will be provided by the Clerk to the Board.
 2. Title: Provide the reader with the subject matter and action of the item. The title should appear in all caps and in bold print font style.
 3. Whereas Clauses: Provide background information about the resolution to clarify its need and purpose. Note the Whereas Clauses are not enforceable by law. Each clause will begin with “WHEREAS” followed by the information that addresses some or all of the following questions:
 - i. Who does the resolution effect?
 - ii. What is the resolution about?
 - iii. What is the best way to accomplish the desired result?
 - iv. Where will the resolution happen or occur?
 - v. Why is it needed?
 4. Enacting Clauses: These clauses state the specific action approved upon adoption of the resolution.
 5. Effective/Adoption Date of the Resolution: Unless otherwise noted in the resolution, the effective date is the date when the resolution was adopted.
 6. Resolution Signatures: The Board’s signature lines appear in the order of succession. Make a notation on the signature line for all denials and/or abstentions. Under normal circumstances, obtain signatures during and/or immediately after the Board Meeting. Other times, the Clerk of the Board may need to note the vote count, have the resolution signed by the Board President and Secretary to the Board, and then attest the document.
 7. Attachments: If the resolution references attachments and/or exhibits, the referenced document(s) must be included in the Resolution for Board approval. All attachments and/or exhibits must be sequentially numbered after the resolution. If a record is too large to attach the resolution may reference the record, provide the location for the record (i.e. with the Clerk of the Board during normal business hours), and incorporate the record into the Resolution by name.

8. Record Keeping: The Clerk of the Board will compile, and store signed resolutions per the District's records retention schedule.
9. Resolutions Authority: The resolution shall be approved by the Board; however, it must be approved by the District Counsel and the General Manager before the Board action.

2307.7 Executive Directives

- a. The General Manager will create and distribute Executive Directives as a form of communication to implement Board direction, provide emergency procedures, notify staff of recent promotions or retirements, and any other matters that affect all District personnel or specific groups within the District.
- b. Executive Directives serve as the official documented form of communication from the General Manager. Direction stated within this document must be adhered to by staff.
- c. Executive Directives are distributed through email and may be located on SharePoint and/or the employee intranet.

2307.8 General Orders

- a. A member of the Strategic Management Team, or their designee will create and distribute General Orders as a form of communication on matters that affect all personnel within their department, such as but not limited to, recent staff hires, promotions, or retirements, department procedures, department strategic plan objectives, etc.
- b. General Orders serve as the official documented form of communication from the Strategic Management Team, or their designee, on matters that affect all personnel within their department. The direction within this document must be adhered to by Department staff.
- c. General Orders are distributed through email and may be located on the employee intranet.
- d. Prior to distributing a General Order, the General Order must be submitted to and reviewed by the General Manager.

REFERENCES

- 2307.9 Proclamation template
- 2307.10 Resolution template
- 2307.11 Board Policy, Board Actions and Decisions (4205)

TELEWORKING

Policy # **2335**

Original Effective Date: 10/21/2020

Revision Date:

Type of Policy: BOARD DISTRICT FIRE PARKS

POLICY

2335.1 Cosumnes Community Services District ("District") considers teleworking to be a viable alternative work arrangement in cases where the individual employee, the job, and the supervisor are well suited to such an arrangement.

PURPOSE AND SCOPE

2335.2 The purpose of this policy is to provide guidance to the employee and supervisor when telework arrangements are requested. Not all employees and positions are suitable for teleworking. Suitability for teleworking is based upon the individual employee as well as the employee's position and is to be determined by the employee's supervisor and approved per this policy. Informal telework or remote work arrangements, such as working during business travel, do not require the completion of the Telework Authorization Form. Formal telework arrangements, which are long-term, short term and/or reoccurring, require the completion of the Telework Authorization Form.

Teleworking is a management right to offer as a benefit to the employee. The General Manager has authority to suspend, halt, and/or reinstate teleworking privileges at their discretion at any point, with or without cause upon reasonable notice to the employee when practical.

2335.3 This policy applies to all District executives and full-time employees.

APPLICATION / PROCEDURE

2335.4 Definitions:

- a. Ad hoc Telework: telework that is performed on an occasional, one time, or irregular basis and is usually driven by the situation (e.g., one time project that requires intense concentration).
- b. Alternate Work Site: workplace other than the employee's primary work location, sometimes referred as telework site.
- c. Emergency Telework: emergency or extraordinary situations where remote working arrangements, for any employee, are deemed an appropriate response to the situation. An emergency is any event that affects the ordinary daily operation of the business including, but not limited to, fires, severe weather,

natural disasters, power failures, emergency evacuation, temporary closure or relocation of a program to another facility or service site for more than 24 hours, a pandemic event and other events that threaten the immediate health and safety of persons served.

- d. Routine Telework: regular or recurring part of the employee's work schedule.
- e. Telework: working arrangements in which the designated workplace is located part time at an alternate work site outside the employee's primary work location, such as an employee's residence, a satellite office, or an alternate District location.

2335.5 General Provisions:

- a. Employees are not authorized to telework without prior approval of their supervisor or manager and Department Head.
- b. Teleworking does not change the duties, obligations, responsibilities, or terms and conditions of District employment. Employee's conditions remain the same as for non-teleworking employees including wages, benefits, and leave accrual.
- c. Policies, procedures, rules, and practices shall apply at the telework site, including those governing communicating internally and with the public, employee rights and responsibilities, facilities and equipment management, financial management, information resource management, purchasing of property and services, and safety. Failure to follow these may result in termination of the telework agreement and/or disciplinary action.

2335.6 Eligibility:

- a. An employee is eligible for telework, providing their job duties are compatible with a suitable telework arrangement, they require minimal direct supervision, provide minimal direct supervision to subordinate staff, and face-to-face interaction is not a primary job requirement and/or where such interaction can be successfully scheduled to permit telework.
- b. Each supervisor and manager must evaluate and review each application on a case-by-case basis. Employees who are not upholding District obligations, such as meeting performance or conduct expectations, are not eligible to telework.
- c. Employees may be eligible for telework consideration after successful completion of probation period.
- d. Employees working an alternative work schedule, such as a 4/10 or 9/8/80 schedule, are not eligible to telework.

- e. Supervisors are encouraged to use the following guidelines to evaluate positions and employees for telework opportunities:
1. An employee's position may be suitable for teleworking when the job duties:
 - i. Are independent in nature and can be accomplished without detrimental impact on work group productivity.
 - ii. Include clear work objectives, clearly-defined tasks, and measurable deliverables.
 - iii. Do not require frequent interaction at the primary work site with supervisor, colleagues, clients, or the public, in person or by phone.
 - iv. Do not require the employee's immediate presence at the primary work site to address unscheduled events unless alternative arrangements for coverage are possible.
 - v. Are not essential to the management of on-site workflow or business operations.
 2. An employee may be suitable for teleworking when their work performance, as determined by the supervisor, include:
 - i. Demonstrated dependability, responsibility, and organizational time management skills.
 - ii. Effective communication with supervisors, coworkers, and clients.
 - iii. Demonstrated motivation and positive attitude toward assigned work.
 - iv. A consistently high rate of productivity and high level of skill and job knowledge.
 - v. The ability to prioritize work effectively, independently and without direct supervision.
 - vi. An absence of discipline problems in the employee's work history and a record of excellent attendance.
 3. The employee can provide the appropriate equipment in the alternate work site to perform their assigned duties during the teleworking.
 4. The employee shall have demonstrated their understanding, willingness, and ability to participate in teleworking and properly protect the confidentiality of sensitive District data and software which may be

protected from disclosure by public records and/or copyright laws. This includes the ability to protect such sensitive data and software from all unauthorized individuals, including but not limited to, the employee's family and friends.

2335.7 Agreement:

- a. All District employees who routinely telework must have an approved Telework Authorization Form. This form is the agreement between the employee and the District and defines the parameters (e.g., equipment, software, alternate work location, and work tasks to be performed). The Telework Authorization Form will clearly define the following:
 1. Telework schedule: which hours the employee will work on District premises and which will be worked off District premises.
 2. Location: the location of the off-premises work, and the means by which the employee can be reached during off-premises work.
 3. Use of District Resources: any District-owned resources the employee will use off-premises, and the terms and conditions under which such resources will be used.
- b. The supervisor or manager can modify or cancel the telework agreement without cause after giving reasonable written notice when practical to the employee. The supervisor or manager can terminate the agreement immediately for cause, and advance written notice is not required.
- c. A supervisor, manager, or Department Head may deny, end, or modify a teleworking agreement for any business-related reason. A teleworking employee may request to end or modify a teleworking agreement at any time. Employees may be removed from teleworking if they do not comply with the terms of their teleworking agreement.

2335.8 Alternate Work Site Requirements:

- a. The employee is responsible to designate a work area suitable for performing official District business and to ensure that the alternate work site is adequately supplied and maintained in a reasonably safe manner, including at a minimum, a telephone where the employee can be reached, a suitable workspace, and as necessary, a computer, printer, adequate internet connection, fax, video conference capabilities, and other equipment as appropriate to the employee's job duties.
- b. The employee must perform their work in the designated area when teleworking. Requirements for the designated work area will vary depending on the nature of the work and the equipment needed and may be determined by the District. Teleworking employees must work in an environment that allows them to perform

their duties safely and efficiently. Employees are responsible for ensuring their work areas comply with health and safety requirements.

- c. The District will request a photograph of the employee's designated work area to determine compliance with health and safety requirements. The employee agrees that a supervisor, or designee, may visit the employee's non-District alternate work site to inspect the work area during normal work hours to ensure that it is safe from hazards and sufficient to conduct District business. The supervisor, or designee, may repeat these visits.
- d. The teleworker will not hold business visits or meetings with professional colleagues, customers, or the public at the non-District alternate work site.

2335.9 Computer Hardware, Software, Equipment, and Supplies:

- a. The District is not required to provide a computer, printer, monitor, internet access, telephone, or office furniture to the employee. The supervisor or manager may determine if any, District-owned equipment, should be supplied to the employee to allow them to perform their assigned job duties, and gain remote access to District systems, data, and networks beyond internet access to District email, Office 365 applications, or District intranet.
- b. Computer support provided by District IT staff will only be performed on District premises, on District-owned equipment and by appointment. Such support will be limited to installing and removing District-owned software on a District-owned computer as well as diagnosis and resolution of problems with District supported software and/or hardware. District IT staff will be responsible for maintaining and troubleshooting any District-owned computer equipment such as laptop computers. District IT staff will not be responsible for maintaining or troubleshooting non-District-owned computer equipment or software.
- c. District Equipment:
 - 1. District computer hardware, software, equipment, and supplies provided by the District are for District business only. A teleworking employee does not obtain any rights to District equipment, software, or supplies provided for use while teleworking.
 - 2. Any computer hardware, software, equipment, files, or databases provided by the District shall remain the property of the District. The employee must immediately return all District property at the conclusion of the teleworking arrangement or at the supervisor's request.
 - 3. A teleworking employee must protect District property from possible theft, loss, and damage. The teleworking employee may be liable for replacement or repair of District property in compliance with applicable laws on negligence or intentional conduct in the event of theft, loss, or damage.

4. A teleworking employee must adhere to all software copyright laws and may not make unauthorized copies of any District-owned software. Employees may not add hardware or software to District equipment without prior approval by the IT Manager.
5. The employee is responsible for converting and maintaining files to District standard formats. The employee is responsible for protecting the integrity and confidentiality of copyrighted software, and sensitive District data and following policies, procedures, and practices to the same extent applicable in the regular office.
6. The employee is responsible to bring their laptop or other District equipment to the regular District work location for software and security updates as required by the IT Manager or designee.

d. Personal Equipment:

1. If using personal equipment, the employee's telework equipment must meet the District's security standards as determined by the IT Manager.
2. The District is not responsible for damage to an employee's personal equipment or property while the employee is teleworking. Employees who use their personal equipment for teleworking are responsible for the installation, repair, and maintenance of the equipment.
3. If employees require secure remote access, they must adhere to District Policy, Remote Access (2337).
4. The employee is responsible for ensuring that software used on non-District premises is compatible with District standards.
5. Teleworking employees must understand and agree that the District is entitled to, and may access, any personal equipment, documents and records used while teleworking, such as a personal computer, telephone, fax machine, monthly bills, and internet records. Such requests may or may not be directly associated with public records request, subpoena, court or administrative order, or security violation investigation.

2335.10 Reimbursable Expenses and Incidental Costs:

- a. Any variable expenses accrued because of the employee choosing to telework will be borne by the employee. The District will reimburse the employee for expenses it would have incurred if the employee were working in the office. Supplies required to complete assigned work at the telework site shall be obtained from the District during the employee's in-office work periods. Out-of-pocket expenses for materials and supplies, which are otherwise available at the District, will not be reimbursed.

- b. A non-District alternate work site is not an automatic tax deduction. Teleworking employees should consult with a tax expert to examine the tax implications, if any.
- c. All incidental costs, such as residential utility costs or cleaning services/supplies, are the responsibility of the teleworker.
- d. The teleworker will not be reimbursed for time or mileage involved in travel between the telework site and the primary work site.

2335.11 Compliance, Confidentiality, and Security:

- a. Employees are expected to adhere to all District policies, procedures, and guidelines while teleworking as they would if working at their regular office location on District premises, including adherence to the Fair Labor Standards Act.
- b. Teleworking employees and their supervisors shall identify any confidential, private, or personal information and records to be accessed and ensure appropriate safeguards are used to protect them. The supervisor may require employees to work in a private or secure location which affords adequate protection when handling confidential or sensitive material and may restrict use of files at the telework site. The supervisor may prohibit employees from printing confidential information in teleworking locations to avoid breaches of confidentiality. Employees may not disclose confidential or private files, records, materials, or information, and may not allow access to District networks or databases to anyone who is not authorized to have access.

2335.12 Telework Product, Document Retention, and Public Records:

- a. All work shall be performed according to the same high standards as would normally be expected at the primary work site. The supervisor and teleworker will formulate objectives and expected results for work completed while the employee is teleworking. The supervisor will monitor and evaluate performance by relying more heavily on work results rather than direct observation. The supervisor and telework employee will meet at regular intervals to review the employee's work performance.
- b. All files, papers, records, documents, or other materials created while teleworking is District property. Teleworking employees and their supervisors shall ensure safeguards in place to protect confidential information. Employee may not disclose confidential or private files, records, materials, or information while telecommuting and may not allow access to District networks or databases to anyone who is not authorized.
- c. California Public Records Acts regarding public information and public records apply to teleworking employees. See District Policy, Public Records Information, Access, and Retention (2310) and District Policy, Records Retention (2312 for more information regarding public records.

2335.13 Emergencies:

- a. If the primary District work site is closed due to an emergency or inclement weather, the supervisor will contact the teleworking employee. The teleworker may continue to work at the non-District alternate work site.
- b. If there is an emergency at the non-District alternate work site, such as a power outage, the teleworker will notify the supervisor as soon as possible. The teleworker may be reassigned to the primary District work site or an alternate District work site.

2335.14 Worker's Compensation:

- a. Employee Injuries. The normal liability and worker compensation provided to the employees on District work sites is extended to staff while they are working remotely and at their approved location. See District Policy, Workers' Compensation (2220) for more information.
- b. Family and Visitor Injuries. The District does not assume responsibility for injury to any persons at the employee's residence or alternate workspace within it. Family and visitors should not be in the telework space during employee's work hours.

2335.15 Work Hours and Accessibility:

- a. The number of hours worked by the employee will not change because of telework. Teleworking employees must perform work during their designated teleworking schedule and must report time spent teleworking the same way they would at their regular work site. The agreed upon schedule will comply with FLSA regulations. Any changes to the telework schedule, including the need to work overtime, must be approved by the supervisor in advance.
- b. Employees may not engage in activities while teleworking that would not be permitted at a District work site, such as child, elder, or other dependent care. Teleworking employees may take care of personal business during paid breaks or unpaid lunch periods, as they would at the primary work site. While telework may facilitate employees working around family responsibilities, employees who telework must have in place day care or other supervision for any member of the household requiring care through the workday.
- c. Employees who telework on a regular and recurring basis must be available to work at the primary work site on teleworking days if needed. Conversely, occasional requests by employees to change their regularly scheduled telework days should be accommodated by the supervisor if possible. Employees must obtain prior authorization to change a regularly scheduled telework day and complete an updated Telework Authorization Form.

- d. The teleworker will attend job-related meetings, training sessions, and conferences as requested by their supervisor. In addition, the teleworker may be requested to attend “short-notice” meetings. The supervisor will use telephone or video conference calling whenever possible as an alternative to requesting attendance at “short-notice” meetings.
- e. Adequate Time in Office. The amount of time spent teleworking may vary according to each job, equipment needs, and the individual.
 - 1. Telework days may only be scheduled on Fridays.
 - 2. Staff with an alternative work schedule, such as a 4/10 or 9/8/80 schedule, do not qualify for telework.
 - 3. Contracted employees will adhere to the work hours and accessibility indicated in their contracted agreement.
- f. Accessibility.
 - 1. Teleworking employees will maintain accessibility via email, telephone, mobile phone, video conferencing, instant messaging, or as otherwise agreed to by their supervisor during agreed-upon work hours or specific core hours of accessibility.
 - 2. The employee and supervisor shall agree on expected turnaround time and the medium for responses. Only the employee and the employee’s supervisor or manager will designate who will be given the employee’s personal phone number.

2335.16 Travel and Leaves:

- a. District policies, collective bargaining agreements, and the Fair Labor Standards Act (FLSA) shall apply to employees while teleworking.
- b. Non-exempt teleworking employees must receive authorization from their supervisor prior to working overtime.
- c. All teleworking employees must obtain approval to use sick leave, vacation leave, and any other paid leave in accordance with applicable handbooks, Memorandum of Understanding (MOU) and/or contract agreements.

2335.17 Ad Hoc Telework:

- a. Ad hoc telework may be permitted on a case-by-case basis with the advance authorization of the employee’s supervisor or manager. An ad hoc telework assignment lasting five business days or less will not require the pre-approval of the Department Head but must be approved by the employee’s manager or supervisor in accordance with the procedures listed within this document. The

terms of the ad hoc telework must be clearly defined in the Telework Authorization Form.

- b. Ad hoc teleworking means an employee works away from the office on an infrequent, one-time, or irregular basis that has been approved, in advance, by the employee's supervisor or manager. This option may provide a suitable arrangement for employees who generally need to be in the office, but who sometimes have projects, assignments, or other circumstances that meet the eligibility criteria. Employees must contact their supervisors if equipment, connectivity, or other supply problems prevent them from working on a telework day.

2335.18 Emergency Telework:

- a. Temporary authorization to work from home in an emergency is at the discretion of the General Manager and will be implemented through an Executive Order. The Executive Order will specify the details of the emergency telework (length of telework, required equipment, etc.). Employees should not assume any specified period of time for emergency telework arrangements. Emergency telework may begin or end in phased approaches, depending upon the severity and type of emergency.
- b. Emergency telework will supersede any in-place Telework Authorization agreements and eligibility. In emergency circumstances, the General Manager may waive or delay the requirement for completing a Telework Authorization Form and telework may be deemed to be a condition of employment for the duration of the emergency.

2335.19 Procedures:

- a. Employees must complete the following steps before teleworking:
 - 1. Talk with their supervisor to determine eligibility.
 - 2. If eligibility is met, employee must read this policy and complete a Telework Authorization Form and submit it to their supervisor.
 - 3. Receive approval of the telework agreement in accordance with the Telework Authorization Form signature approval process and complete the necessary checklist items listed on the form. The Telework Authorization Form is the agreement between the employee and District.

REFERENCES

- 2335.20 District Policy, Public Records Information, Access, and Retention (2310)
- 2335.21 District Policy, Records Retention (2312)
- 2335.22 District Policy, Remote Access (2337)

- 2335.23 District Policy, Workers' Compensation (2220)
- 2335.24 District Policy, Hours of Work and Overtime (3155)
- 2335.25 Telework Authorization Form

WEBSITE GOVERNANCE

Policy # **2350**

Original Effective Date: 10/21/2020

Revision Date:

Type of Policy: BOARD DISTRICT FIRE PARKS

POLICY

2350.1 The Cosumnes Community Services District (“District”) manages a website to effectively publish engaging, accurate, consistent, and relevant digital content that supports the District’s mission, vision, values, and goals. The website is created in accordance with the best practices in website design, which promotes a positive user experience for website visitors. The framework, guidelines, and procedures outlined in this policy are key pieces of the District’s overall web governance and are critical to the long-term success of the website.

PURPOSE AND SCOPE

2350.2 The purpose of a website is to provide online government services, education and access to information regarding services, meetings, programs, activities, policies, documents, and facilities the District provides which promote the community’s public health, safety and welfare.

2350.3 This policy applies to all District executives and employees.

APPLICATION / PROCEDURE

2350.4 Definitions:

- a. Intranet: refers to the District’s internal website, only accessible by employees through login credentials.
- b. Website: refers to the public facing website (www.yourcsd.com) and its content; to include webpages, calendars, third-party applications, and documents that are posted and/or accessed via the website.
- c. Website Committee: group of District employees who are trained and authorized to make high-level content changes to intranet and website via any of the necessary modules within the website platform. The committee oversee the Website Style Guide and Procedures manual.
- d. Website Style Guide and Procedure manual: a manual that provides guidance for, but not limited to, the following areas: writing style, color and graphic standards, webpage design, training, permissions, roles and responsibilities.

- e. Website User Groups: refers to the collective body of staff, across all departments, who have been trained and authorized to perform select modifications to content on the public facing website via any of the necessary modules within the website platform.

2350.5 Support and Oversight: Support for and oversight of the District website and intranet and its digital content will be led by the Website Committee.

- a. The Website Committee is responsible for developing and implementing the Website Style Guide and Procedures manual. This manual will be the training tool and guidebook for all Website User Groups.
- b. The Website Committee will implement, as needed, recommendations and suggestions from any District wide communications plan or strategy, as it relates to the website and/or intranet.
- c. The Website Committee will oversee the development of website and intranet content, in conjunction with the Website User Groups, and District subject matter experts.
- d. The Chair of the Website Committee will manage the vendor contract. The vendor will maintain two points of contact for the District: the IT Manager and the Chair of the Website Committee. Both employees will collaborate on all contract-related decisions.
- e. The Information Technology (“IT”) Division will implement and support the technical requirements for operating the District’s website and intranet. This includes solutions to meet the District’s communications needs, and when the solutions are accessed by the public via the website.
- f. Any District employee who is exploring a technology solutions that will be accessed by the intranet or website should collaborate with the IT Manager in consultation with the Website Committee on the solutions’ development, procurement, implementation, public content, and user experience.
- g. The IT Manager shall review the District’s website and the content with the Senior Leadership Team on a regular basis. The Website Committee shall bring substantive or material change to the website for the Senior Leadership Team review prior to implementation.

2350.6 Content Requirements: The following are the District’s content requirements for digital communication on the website and intranet.

- a. User Focus
 - 1. Content should be created with the end-user in mind rather than based on the District’s organizational chart, internal processes, or staff preferences.

2. The District's target audiences for the website typically include various segments of the public, not staff. Therefore, navigation and information architecture for the website will be based on primary audiences' needs, best practices in website design, and the website conventions that the District adopted at the time the site was created. The District's website should enable visitors to find desired information and complete intended transactions quickly.
3. The District's target audience for the intranet are the District employees. Navigation and information architecture for the intranet will be based on staff's needs, best practices in website design, and the website conventions that the District adopted at the time the site was created. The District's intranet should enable staff to find desired information to promote efficient and effective workflows.
4. Applied measurement should inform the development of website and intranet content. The Website Committee will evaluate analytics regularly and collaborate with Website User Groups as appropriate regarding any required changes to the website and intranet content.

b. Consistency

1. To promote an effective website and intranet, the District should promote and maintain a consistent user experience across the webpages and digital properties. Consistency is the more important factor in ease of navigation and effective communication.
2. The Website Committee will determine the overall architecture of the website.
3. The District website and intranet must adhere to the Website Style Guide and Procedures.

c. Accessibility and Security

1. The District aims to assure access to its digital content; therefore, content should be accessible to all site visitors, including to people with disabilities. As a guideline, the website and intranet should follow current state and federal legal guidelines for website accessibility when appropriate.
2. CivicPlus designs websites to the Web Content Accessibility Guidelines ("WCAG") 2.0 A and AA standards, which the District should maintain.
3. Presentation of digital content should be optimized for commonly used devices and technologies including mobile devices and various browser connectivity speeds.
4. The District website and intranet must meet or exceed standards and best

practices for system security, protection of personal data and identity, and any other measures required by the IT Division.

2350.7 Content Development and Maintenance

a. Content Style

1. All website and intranet content must conform to the District's Website Style Guide and Procedures manual. The Website Committee and Website User Groups are responsible for knowing and following the manual.

b. Content Host

1. The District shall run a single website to support website needs that serves all departments unless exceptions are made.
 - i. No department shall establish a website, blog, or microsite or other internet domain without first consulting the Website Committee, IT Manager, and the Director of Business and Public Affairs. The IT manager will consult with the Chief Administrative Officer on the request before the request is implemented.
 - ii. No external vendor/contractor or other non-District employee shall be provided administrative permissions to the District's domains unless authorized by the Website Committee, IT Manager, and the Chief Administrative Officer.

c. Documents and Records Retention

1. The District's website and intranet does not serve as an official repository of information and documents. The website and intranet are intended to be the vehicle that provides access by members of the public or staff to information. Official records should be maintained outside the website and intranet in accordance with District records retention policies.
2. All digital content posted on the website and intranet must be kept current in accordance with the Website Style Guide and Procedures manual.
3. Generally, only accessible PDF files, i.e., ADA-compliant files, should be posted to the public website. Word, PowerPoint, Excel files, etc. should be converted to PDF files prior to posting. Exceptions are made for files posted on the intranet.

d. Forms

1. The District's website platform includes the capabilities for creating simple online forms; using this tool optimizes the user experience.

2. In some cases, online forms must be created by using third-party applications, such as Laserfiche, because they are complex and/or include logic that is beyond the capabilities of a CivicPlus form. All online forms created using a third-party application, must consult the Website Committee and IT Manager before implementing the form on the website or intranet.

e. Links

1. When appropriate, external links to other relevant website that meet a department's business needs by be used.
2. Links to commercial websites are generally prohibited, unless a formal relationship and/or memorandum of agreement exists between the organization and the District.

2350.8 Roles and Responsibilities

- a. The Website Committee will develop the roles and responsibilities of the following groups who may have access, input, or management of elements within the website or intranet: Website Committee, Website User Groups, IT Division, and Business and Public Affairs Division. These roles and responsibilities will be listed in the Website Style Guide and Procedures manual.
- b. Roles and responsibilities will include, but not be limited to: permissions, training, review of content, monitoring accessibility, analytical measurement review, answering submissions, and creating content in collaboration with other groups or subject matter experts.
- c. The Website Committee has authority to update roles and responsibilities, after review by the committee champion, as needed to meet the needs of the District.
- d. The Website Committee shall provide regular updates to the Senior Leadership Team to ensure that the District initiatives or visions are met with updates to the website.

2350.9 Website Access Requests and Training

- a. Requests for the addition, removal, or change in permissions of a Website User Group member should be submitted to the Website Committee via email to the committee chair.
- b. The Website Committee will collaborate with stakeholders as appropriate to determine approvals and appropriate access/permission levels.
- c. Upon approval, Website User Group staff must complete training, facilitated by a designated Website Committee member. Only those who have received the required training will be granted permissions to the website.

- d. Upon completion of the training, users will be required to complete the Website Governance Policy acceptance form and submit it to the Website Committee chair.

2350.10 Noncompliance

- a. The Website Committee will make every effort to work with Website User Groups to address policy and manual violations and provide guidance for compliance.
- b. Website User Groups who violate this policy and the Website Style Guide and Procedures manual will be notified by the Website Committee to address violations.
- c. The Website Committee chair will notify Department Heads of repeated noncompliance.
- d. The Website Committee reserves the right to revoke publishing rights for staff who consistency violate this policy and the Website Style Guide and Procedures manual.

REFERENCES

- 2350.11 Website Style Guide and Procedures manual
- 2350.12 Website Governance Policy acceptance form
- 2350.13 District Policy, Records Retention (2312)
- 2350.14 District Policy, Social Media (2345)

RECRUITMENT AND SELECTION

Policy # **3117**
Original Effective Date: 11/01/2011
Revision Date: 10/21/2020
Type of Policy: BOARD DISTRICT FIRE PARKS

POLICY

3117.1 The Cosumnes Community Services District (“District”) aims to ensure attraction, appointment, and retention of a diverse pool of candidates with the right skills, knowledge, and abilities to meet the needs of District vacancies. In light of this, the District ensures to appoint on the basis of merit and without discrimination.

PURPOSE AND SCOPE

3117.2 The District desires to have a procedure on the proper steps for conducting an effective and appropriate recruitment and selection process.

3110.3 This policy applies to all District employees and executives.

APPLICATION / PROCEDURE

3117.4 Definitions:

- a. Exempt: employees who are full-time (probationary or regular) who are exempt from the overtime provisions of the Fair Labor Standards Act (“FLSA”), based upon their position. To be considered exempt, an employee must work in a bona fide executive, administrative, or professional capacity and be paid on a salary basis as required by FLSA. These employees are not eligible to receive overtime or compensatory time off (“CTO”).
- b. Non-Exempt: employees (probationary or regular) who are subject to the overtime provision of the Fair Labor Standards Act (“FLSA”). Employees classified as non-exempt are eligible to receive overtime or compensatory time off (CTO) for hours physically worked in excess of 40 hours per week.
- c. Recruitment Work Plan: a document developed collaboratively between the hiring authority and the Human Resources Division to ensure a quality recruitment. The plan outlines the details of the recruitment from start to finish, prior to the recruitment opening.
- d. Hiring Authority: the individual, or designee, who has been authorized to hire or promote candidates in the recruitment process.

- e. Rate and Refer: additional preferences set by the hiring authority, and in coordination with the Human Resources Division, that are above and beyond the minimum qualifications. These preferences provide an additional screening level for recruitments that are highly specialized or expected to have large candidate pools.
- f. Eligibility List: a record of candidates who successfully passed a recruitment and examination process and may be qualified to fill future vacancies in the same classification.

3117.5 The District is an equal opportunity employer. This includes equal opportunity to hiring and promotional opportunities, the right to non-discrimination, and the right to non-harassment based on race, religion, national origin, disability, age (over 40), gender, pregnancy (including childbirth and related conditions), marital status, gender identity, medical condition, genetic information, military or veteran status, sexual orientation, or any other protected characteristic under applicable law.

3117.6 Responsibility. The Human Resources Division is responsible for the recruitment of persons who are to be considered for employment. The District will utilize the broadest feasible recruitment methods for attracting qualified and diverse applicants. The Human Resources Division may make use of announcements, advertising, or any other method of publicizing employment opportunities so that a sufficient number of qualified applicants may be recruited.

3117.7 Reasons for Recruiting. A recruitment may be initiated for any of the following reasons:

- a. A vacancy has been created through:
 - 1. Promotion
 - 2. Separation
 - 3. Retirement
 - 4. Transfer
- b. A new position has been approved by the Board of Directors.

3117.8 Types of Recruitment. Recruitments can be categorized as:

- a. Open: Applications from the general public and current District employees are considered simultaneously; or
- b. Internal: Transfer or promotional opportunities for current District employees only.

3117.9 Announcement to Fill a Vacancy. Notice of a selection process for employment shall be given at least ten business days in advance of the last date for filing applications. The

Director of Human Resources may provide a written waiver of the ten day filing period for reasonable cause for part-time positions.

- a. The announcement of the selection process shall list the minimum education, experience, and license requirements for application, and any other information as is necessary to adequately inform prospective applicants about the selection process.
 1. The Department Head must submit in writing a detailed justification including the proposed modifications to the current classification specification to the General Manger for consideration and approval.
- b. Announcements of recruitments for positions shall be posted on the District's online job posting platform and supplied to all Division/Section Heads who shall post and/or distribute such notices to staff.

3117.10 Positions and Required Approvals

- a. Full-time Positions. Prior to the start of any full-time recruitment, an approved Personnel Requisition Form, signed by the Department Head and General Manager, must be submitted to the Human Resources Division.
 1. Full-time FLSA Non-Exempt positions shall be filled through an internal recruitment process as long as at least three internal candidates who meet the minimum qualifications apply. If a minimum of three minimally qualified internal applicants do not apply for the position, an open competitive recruitment process will be conducted, or the filing period shall be extended until such time that at least three qualified internal candidates apply for the position. The provisions of this paragraph shall not apply to positions covered under a recognized employee organization.
- b. Part-time Positions. Prior to the start of any part-time recruitment, an approved Personnel Requisition Form, signed by the Senior Leadership Team Member and Director of Human Resources before it is submitted to the Human Resources Division.
 1. Part-time positions may be filled through an internal or open recruitment process. Internal recruitments require the approval of the General Manager. For internal recruitments, at least three internal candidates who meet the minimum qualifications must apply. If a minimum of three minimally qualified internal applicants do not apply for the position, an open competitive recruitment process must be conducted, or the filing period shall be extended until such time that at least three minimally qualified internal candidates apply for the position. The provisions of this paragraph shall not apply to positions covered under a recognized employee organization.

3117.11 Filing of Vacancies and use of Eligible Lists

- a. All vacancies are filled through either open recruitments, internal recruitments, or using an active list of Eligible Qualified Candidates (“Eligible List”).
- b. Eligible List. Eligible Lists are developed from recruitment processes that are based on the assessment of specific knowledge, skills, abilities, licenses and other job-related qualifications for a position or a group of positions in the same specialty or classification. Names of candidates are placed on an Eligible List after successful participation in the process designed for a specific recruitment.
 1. If a recruitment process was conducted for the same classification within the prior 12 months, there may be an existing list of qualified candidates who are eligible to be considered for immediate hire. Use of an existing Eligible List for represented positions is as outlined in the applicable memorandum of understating (“MOU”).
- c. Full-time Positions. An Eligible List of qualified candidates (those candidates receiving an average score of 80% or higher on step 3-Assessment Panel) will be developed from each recruitment process and kept on file with the Human Resources Division. This list may be used to fill future vacant positions that are the same classification and level. This list will be considered active for 12 months from the date of the oral board interviews. The list may be cancelled earlier if the hiring authority has exhausted all efforts to fill the vacancy from the remaining list of eligible candidates.
 1. Based on the recommendation of the Department Head, with concurrence of the Chief Administrative Officer (“CAO”) and approval of the General Manager, a list more than 12 months old may be used as long as there are no less than three eligible applicants remaining on the list.
- d. Part-time Positions. The hiring authority has the option to fill a position using the existing Eligible List (those candidates receiving an average score of 80% or higher on step 3-Assessment Panel). This list will be considered active for 12 months from the date of the oral interviews are scored and filed with the Human Resources Division. If the hiring authority chooses not to use the existing Eligible List, the hiring authority will meet with Human Resources to begin recruitment of the vacant position. The decision not to use an Eligible List must be made at the time the Recruitment Work Plan is finalized.
 1. Based on the recommendation of the Department Head, with concurrence of the CAO and approval of the General Manager, a list more than 12 months old may be used as long as there are no less than three eligible applicants remaining on the list.
- e. Job Description. The hiring authority shall review the job specification (“description”) to ensure that it accurately reflects the critical functions and qualifications and

identify any preferences and/or special requirements for the current vacancy.

1. If any changes are requested to the job specification, or if additional requirements to the recruitment are being requested, a detailed justification including the proposed modifications must be made in writing by the Department Head to the General Manager for consideration and approval.

3117.12 Recruitment Procedures

- a. Personnel Requisition Form. A completed Personnel Requisition Form, with all appropriate approvals as described in section 3117.10 above, must be on file in the Human Resources Division prior to the first meeting between the hiring authority and the assigned Human Resources representative.
- b. Recruitment Work Plan. Following receipt of a completed Personnel Requisition Form and prior to the recruitment opening, the hiring authority and the assigned Human Resources representative shall work together on the Recruitment Work Plan. A Recruitment Work Plan must be completed prior to opening any recruitment.
- c. Announcement. Human Resources staff are responsible for creating the announcement. The announcement is developed based on the information identified during the Work Plan meeting.
 1. The announcement and, if applicable, the application Supplemental Questionnaire are forwarded to the hiring authority for approval.
 2. Once approved, the announcement is posted and advertised as agreed to in the Work Plan's Advertising Plan Section.
- d. Minimum Qualifications Screening. Human Resources staff completes the initial review of applications to determine which applicants meet minimum qualifications ("MQ"s).
- e. Supplemental Screening. If applicable, applicants who meet the MQ's will move on to the rate and refer process (step 2 of the Recruitment Work Plan).
 1. This step may be completed by the hiring authority, their designee, or Human Resources. The criteria for the supplemental screening and the decision of who completes the rate and refer must be identified during the work plan meeting.
 2. Results of the screening shall be retained with the recruitment file in Human Resources.

- f. Applicant Selection. Human Resources will review the results of the supplemental screening with the hiring authority to jointly determine the appropriate cut off level for the next phase of the assessment process.
1. Depending on the recruitment, a subgroup of qualified candidates may be kept for a later assessment date.
 2. Human Resources sends notification to all candidates on their status in the recruitment.

NOTE: No one person may participate in the minimum qualifications screening and the rate and refer process of the applicant screening process identified above. Exception: If the rate and refer process is an approved assessment center process to hire more than ten (10) applicants for the same position, one of the assessment center raters may also perform the rate and refer screening.

- g. Panel Selection. The panel shall include a minimum of three raters; at least one member from an outside agency and at least one in-house staff person from a higher classification as the position being hired. For a part-time position interview panel, a member from an outside agency is not required to serve on the panel – this decision is made at the time the Recruitment Work Plan is finalized. The name and contact information of each panel member must be submitted and approved by the Director of Human Resources prior to the recruitment closing date.
- h. Assessment(s) Schedule. Typically, Human Resources develops the assessment schedule (jointly with the hiring authority), invites the candidates, and coordinate the assessment and the panel(s) according to the Recruitment Work Plan. An Oral Interview shall be conducted for full-time recruitments.
- i. Assessment Materials. Typically, Human Resources provides the panel with the mutually agreed upon assessment materials such as, but not limited to, the rating sheet, the questions, and candidate instructions. Assessment materials not provided by Human Resources must be submitted and approved prior to the assessment date. All assessment materials are retained with the recruitment file in Human Resources.
- j. Panel Orientation. On the day of the assessment, Human Resources will conduct an orientation and training on bias awareness.
- k. Panel Debrief. Following the completion of the panel assessment, Human Resources will brief the panel. This gives the panel the opportunity to ask questions and review top candidates as a group.
- l. Assessment Scoring. Human Resources reviews each of the rating sheets completed by the panel(s) and shares the results with the hiring authority within two business days following the completion of each component of each assessment.

- m. Candidate Selection/Eligibility Lists. Candidates scoring 80% or above are eligible to move to the next step of the assessment process or, if it is the last step in the assessment phase, recommended for hire.

3117.13 Hiring Procedures:

- a. Offers of Employment. In accordance with the District's policy on Equal Employment Opportunities (3110), decisions regarding employment shall be based on an individual's qualifications for the position. Recommendations for initial or promotional appointments must be made to the appropriate supervisor/manager for approval prior to extending a conditional offer.
 - 1. Part-Time Positions. Approval by appropriate Senior Leadership Team Member.
 - 2. Full-Time Non-Supervisory Positions. Approval by appropriate Strategic Management Team member.
 - 3. Full-Time Supervisory Positions and all FLSA Exempt Positions. Approval by appropriate Strategic Management Team member in concurrence with the General Manager.
 - 4. Promotion Opportunities in a Job Series: The General Manager shall be eligible to approve the promotion of an employee (Non-Exempt only) from one series to the next based on the review and recommendation of the Department Head.
 - 5. Prior to authorizing any offer of approval, any requirements or qualifications that are proposed for modification or to be waived must be approved by the General Manager. This includes any equivalent combination of training, certifications, experience, or education that differs from the posted classification specification. In these circumstances, the General Manager shall not consider any instance in which at least one of the education or experience requirements have not been met.
- b. Reference Checks. After final approval and prior to a verbal offer of employment, the hiring authority must check the references of the final candidate(s). The verbal offer for employment is contingent upon the successful completion of the pre-employment background check.
 - 1. The candidate is then referred to the appropriate Human Resources representative to complete the final stages of the pre-employment process.
- c. Personnel Action Form. After final approval and a verbal offer of employment is accepted, the hiring authority must submit a Personnel Action Form ("PAF"), with

appropriate approvals (as identified in section 3117.10 above), to Human Resources.

- d. Conditional Offer. Conditional offers of employment shall be issued by Human Resources. The conditional offer of employment is contingent on the satisfactory completion of required background checks and testing. In accordance with District Policy, Background and Reference Check (3131), background checks may vary depending on the position and may include criminal history, driving record, drug testing or any other relevant information for the job. If applicable, internal applicants must complete required background checks or tests not previously completed.
 1. The conditional offer of employment shall include specific information about the pre-employment background requirements applicable to the position being filled, as well as:
 - a. Classification/Job Title.
 - b. Appointment Type.
 - c. FLSA Status.
 - d. Rate of Pay. As specified in District Policy, Compensation (3330).
 - e. Anticipated or Scheduled Start Date.
 - f. Applicable Probationary Period.
 2. The District may rescind the conditional offer of employment if the candidate does not successfully complete the pre-employment background.
- e. Unconditional Offer. Once Human Resources receives satisfactory results from all required pre-employment checks and tests, candidates will be provided with a final unconditional job offer. If a candidate fails to accept an offer of employment within three calendar days, the District may rescind the offer.

3117.14 New Employee Orientation

- a. All new employees must attend a new employee orientation conducted by Human Resources, within the first week of employment. The new employee orientation will include, but is not limited to, a review, overview, or distribution of the following:
 1. Applicable Federal/State Laws pertaining to employment with the District, (i.e. trainings, leaves, disaster service worker status),
 2. The District's mission, vision, values, and goals.
 3. District benefits,

4. Critical rules and policies, and
 5. The employee's job description.
- b. Within the first week of employment, or promotional appointment, the hiring supervisor/manager will schedule a welcome meeting between the new or promoted employee and the following:
1. Part-time Positions. The appropriate Leadership Team Member.
 2. Full-time Positions. General Manager or their designee.

REFERENCES

- 3117.15 District Policy, Equal Employment Opportunity (3110)
- 3117.16 District Policy, Background and Reference Check (3131)
- 3117.17 District Policy, Compensation (3330)

FLSA NON-EXEMPT HOURS OF WORK AND OVERTIME

Policy # **3155**

Original Effective Date: 10/21/2020

Revision Date:

Type of Policy: BOARD DISTRICT FIRE PARKS

POLICY

3155.1 Cosumnes Community Services District (“District”) is committed to ensuring that work hours and schedules are designed to meet the needs of the District, employees, and the public. It is the responsibility of managers and supervisors to comply with the Fair Labor Standards Act (“FLSA”) and applicable state laws as they plan, schedule, and communicate expectations to non-exempt employees regarding work schedules.

PURPOSE AND SCOPE

3155.2 All staff are expected to report to work on time and work their full shift in accordance with their established work schedule. The purpose of this policy is to define work hours and schedules, and describe circumstances when overtime is allowed for non-exempt employees.

3155.3 This policy applies to all District non-exempt employees.

APPLICATION / PROCEDURE

3155.4 Definitions:

- a. Standard Work Week: the collection of workdays that an employee is scheduled to work in a seven-day period. For payroll and scheduling purposes, the standard District work week begins on Sunday at 12:01 am.
- b. Workday: any day when an employee is scheduled to work, as determined by their supervisor.
- c. Work Hours: the hours that an employee is schedule to work, as determined by their supervisor.
- d. Overtime: hours physically worked, by FLSA non-exempt employees, in excess of 40 hours in a standard work week. This does not include the use of any paid leave time ((i.e. vacation, compensatory time off (“CTO”) or sick leave)) within the work week.
- e. FLSA Non-Exempt employee: an employee (probationary or regular) who is subject to the overtime provisions of the Fair Labor Standards Act (“FLSA”). Employees classified as non-exempt are eligible to receive overtime or CTO for hours physically

worked in excess of 40 hours per week.

- f. FLSA Exempt employee: an employee (probationary or regular) who is exempt from the overtime provisions of the Fair Labor Standards Act (FLSA), based on their position. These persons are not eligible for overtime pay.

3155.5 The provisions of the policy shall be applicable to all non-exempt employees of the District except where otherwise specified in an individual employment contract or Memorandum of Understanding; if any specific provisions of this policy differ from the applicable agreement, the applicable agreement will govern.

3155.6 The District maintains the right to alter an employee's workday or work week, and to require an employee to work overtime or on a weekend or holiday. The normal business hours for transacting administrative District business are from 8:00 a.m. to 5:00 p.m. PST Monday through Friday, and the working time of full-time District employees shall normally be 40 hours during each work week.

3155.7 The regular hours of work each day shall be consecutive except for interruptions for meal periods and breaks, or as otherwise approved by a Department Head in writing.

3155.8 Work Schedule

- a. All non-exempt employees will be assigned a work schedule by their supervisor. This schedule may be changed, at the sole discretion of the supervisor and Department Head, to meet the needs of the District. With the exception of an emergency circumstance, advance notice shall be provided to the employee whose schedule is being changed.

- 1. For full-time non-exempt staff, if notice is given less than 12 hours before the employees is to begin work under the changed schedule, the employee shall be compensated at the overtime rate for those hours that are earlier, later, or different than the hours the employee last worked in a workday. Compensation under this section shall not exceed eight hours at the overtime rate. An employee is not entitled to compensation at the overtime rate under this section if otherwise entitled to overtime for the same hours of work.

- b. Each employee shall report, and be ready for work, according to their assigned schedule unless prior approval of the supervisor has been granted. Any employee who is unable to report for work on any particular day, must, under all but the most extenuating circumstances, contact their supervisor as soon as possible. The employee shall make all attempts to ensure contact no later than 30 minutes prior to the scheduled starting time. This contact must be made using the most appropriate communication method for the section/division in which the employee is assigned. Individual supervisors may request this contact via phone, email, or another specified communication method. Whichever communication method is used, the employee shall leave contact information so the supervisor can return messages as necessary.

3155.9 Standard Work Week Schedules

- a. A standard work week for non-exempt employee is Sunday through Saturday, with most employees working Monday through Friday. Non-exempt employees may work alternative work schedules set up by their supervisor and approved by the Department Head. These alternative work schedules may have a different work week but shall not have employee work more than six days in seven consecutive days, with the exception of an emergency situation.

3155.10 Flexible Work Schedules

- a. Flexible work scheduling is a tool to enable managers to meet operational needs but also allow employees more flexibility in scheduling.
- b. Flexible work schedules may be implemented to meet incidental and occasional needs of the District, such as for participation in required evening or weekend activities or events.
- c. Flexible work schedules may be implemented to occasionally allow an employee to work hours that differ from their regular work schedule.
- d. Any such schedule shall comply with applicable state and federal laws and must be done during the same work week.
 1. Flextime must occur within the same work week for non-exempt employees on a standard five day, eight hours per day work schedule.
 2. Flextime must occur within the same work week for non-exempt employees on an alternative work schedule.
 3. Flextime cannot be accumulated or added to vacation or other accruals.
 4. Employees utilizing a flexible work schedule cannot modify their schedule if the change will result in overtime.
- e. Proposed flexible schedules must be approved by supervisor, prior to the implementation. Approval is dependent on the operational needs of the District. Employee utilizing an alternative schedule, as stated in 3155.11(b), are not eligible for a flexible work schedule, unless approved in writing by the General Manager to meet the occasional operational need of the District.

3155.11 Alternative Work Schedules

- a. Alternative Work Week Schedules allow full-time non-exempt employees to work all their hours in fewer than five days per week. Permissible compressed work week schedules include:

1. 4/10 – non-exempt employees work four 10-hour days with one Friday off during the work week.
 2. 9/8/80 – non-exempt employees work 80 hours in nine days with one Friday off every other week. The employee will work eight nine-hour days and one eight-hour day during the two weeks, with an additional day off when compared to the traditional work schedule.
- b. Departments may choose to utilize Alternative Work Week Schedules at their discretion. Alternative Work Week Schedules are not flexible but are adopted as a result of Department Head approval and election by all the affected employees within the division or work unit requesting the schedule. Any such schedule shall comply with applicable state and federal laws. Employees should contact their supervisor for further information on establishing an Alternative Work Week Schedule. Any Department Head authorizing use of an Alternate Work Week Schedule, must submit the employee name, classification and assigned schedule to the Human Resource Division at the time of approval.
- c. Holiday and Alternative Work Schedules
1. Non-exempt employees working an approved alternative work schedule (9/8/80 or 4/10 schedule) must make arrangements to supplement the difference between the eight-hour holiday and the number of hours worked on the alternative schedule so as not to incur a loss of pay. Options to supplement the hours include using accrued vacation or Compensatory Time Off (CTO) hours or working the additional hours during the same work week. All options require the pre-approval of the supervisor. If a holiday falls on a normal day off during the alternative work schedule, the employee shall be permitted to take up to eight hours off on a corresponding alternate day off from work. The alternate day off must be taken in the same work week and must be pre-approved by the supervisor.

3155.12 Days Off

- a. Generally, all FLSA non-exempt employees are entitled to two consecutive days off in each work week. Days off for employees working a 40-hour work week normally will be Saturday and Sunday. On occasion, employees may have their work schedules modified, based on the business needs of the District. On these occasions the modified schedule will be approved in writing by the Department Head and the employee will be given reasonable notice. All overtime compensation will apply as described in District Policy, Compensation (3330).
- b. Temporary/seasonal employees shall not be entitled to two consecutive days off in each work week.

3155.13 Holiday Hours

- a. Holiday hours will be limited to eight hours for any one legal holiday. See District Policy, Holidays, Vacations, & Other Leaves (3310).

3155.14 Rest Periods and Meal Breaks

- a. The District provides rest and meal periods to FLSA non-Exempt employees although the District is exempt from the requirement to provide rest periods under the California Labor Code. See District Policy, Rest and Meal Periods (3325).

3155.15 Overtime

- a. In accordance with the Fair Labor Standards Act (FLSA), authorized time actually worked in excess of 40 hours per work week, by non-exempt employees, is considered overtime. Such hours worked in excess, will be recorded as overtime, and compensated at time and one-half.
- b. Overtime results in additional personnel costs and departments are expected to effectively manage the use of overtime and ensure it is used as efficiently as possible.
- c. Department Heads will designate those supervisory employees and managers who are authorized to approve overtime. Overtime must be pre-approved and FLSA non-exempt employees may not authorize their own overtime. FLSA non-exempt employees are not authorized to check their District email account or perform time entry or time entry review activities outside of their normally scheduled or approved work hours. Such activity outside of regular work hours must be preauthorized by the employee's supervisor as work that must be performed during these times. Employees violating these provisions are subject to disciplinary action.
- d. All overtime, with the exception of that required for emergency situations, must be approved in advance by the employee's supervisor.
- e. Paid leave and holidays during the work week shall not be considered as time worked for the purpose of computing weekly overtime.
- f. Unauthorized overtime hours worked by an FLSA covered employee will be paid. However, such unauthorized work may subject the employee to disciplinary action.

3155.16 Compensatory Time Off ("CTO")

- a. Non-exempt employees' ability to receive Compensatory Time Off ("CTO") in lieu of overtime pay is at the discretion of the Department Head. Departments, however, cannot require that employees take compensatory time in lieu of overtime compensation. Compensatory time shall be credited at the rate of one

and one-half hours for each hour of overtime worked.

An employee may not accrue CTO in excess of 80 hours. Once the CTO limit is reached, any authorized overtime will be compensated monetarily.

- b. CTO will be arranged by mutual agreement between the employee and the supervisor. CTO must be allowed providing the employee has provided reasonable advance notice to a supervisor and the time off will not unduly disrupt the operations of the program. The need to schedule an employee on overtime to fill in for the employee on CTO does not necessarily constitute undue disruption, in and of itself.
- c. If an employee transfers to another department or separates from District employment, all accrued compensatory time will be paid in cash or used before such transfer or separation.
- d. CTO does not carryover from one fiscal year to another. All accrued CTO will be cashed out at the end of each fiscal year.

3155.17 On-Call (Standby) Status and Call-Back Status

- a. It is the philosophy of the District to provide call-back compensation to non-exempt employees although the District is exempt from the call-back compensation provisions under the California Labor Code.
- b. Non-exempt employees may be required to be available and/or to work outside their regular work schedule. Qualifications and seniority shall determine eligibility for Standby Duty (see District Policy, Compensation 3330). The two types of status and pay related to those circumstances are On-Call (Standby) and Call-Back.
- c. On-Call (Standby) Status
 1. When an employee is assigned to On-Call (Standby) duty the employee must:
 - i. Be ready to respond immediately to call from the District to report to work and provide service;
 - ii. Be reachable at all times by telephone;
 - iii. Remain within a reasonable distance of the work location (normally, no more than 1 hour); and
 - iv. Not participate in any activity that might impair the ability to perform assigned duties. See Board Policy, Drug and Alcohol Use Prohibited (1140).

d. On-Call (Standby) Pay

1. Non-exempt employees assigned to On-Call (Standby) duty shall receive compensation as outlined in District Policy, Compensation (3330).

e. Call-Back Status

1. Non-exempt employees who are called back to work at any time not previously scheduled, are in Call-Back status.

f. Call-Back Pay

1. Non-exempt employees that called back to work and/or are in Call-Back status shall receive compensation as outlined in District Policy, Compensation (3330).

3155.18 Lectures, Meetings, Trainings, and Conferences – Working Time

- a. See District Policy, Lectures, Meetings, Trainings, and Conferences – Working Time (3320).

REFERENCES

- 3155.19 District Policy, Compensation (3330)
- 3155.20 District Policy, Lectures, Meetings, Trainings, and Conferences – Working Time (3320)
- 3155.21 District Policy, Holidays, Vacations, & Other Leaves (3310)
- 3155.22 District Policy, Rest and Meal Periods (3325)
- 3155.23 California Labor Code Section 230.8
- 3155.24 Board Policy, Drug and Alcohol Use Prohibited (1140)

FLSA EXEMPT HOURS OF WORK AND OVERTIME

Policy # **3157**

Original Effective Date: 10/21/2020

Revision Date:

Type of Policy: BOARD DISTRICT FIRE PARKS

POLICY

3157.1 Cosumnes Community Services District (“District”) is committed to ensuring that work hours and schedules are designed to meet the needs of the District, employees and the public. It is the responsibility of managers and supervisors to comply with the Fair Labor Standards Act (“FLSA”) and applicable state laws as they plan, schedule, and communicate expectations to exempt employees regarding work schedules.

PURPOSE AND SCOPE

3157.2 All staff are expected to report to work on time and work their full shift in accordance with their established work schedule. The purpose of this policy is to define work hours and schedules for exempt employees.

3157.3 This policy applies to all District exempt employees.

APPLICATION / PROCEDURE

3157.4 Definitions:

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

3157.5 The provisions of the policy shall be applicable to all employees of the District except where otherwise specified in an individual employment contract or Memorandum of Understanding; if any specific provisions of this policy that differ from the applicable agreement, the applicable agreement will govern.

3157.6 FLSA Exempt Hours of Work:

- a. Compensation for hours worked beyond 40 in a work week is not authorized for employees who qualify for exemption as defined by the Fair Labor Standards Act (“FLSA”). Acceptance of an exempt position with the District constitutes acknowledgement that job responsibilities may require a workweek in excess of 40 hours. This includes the ability to respond to urgent and critical issues/situations 24/7/365, unless an “acting” designee has been named.
- b. FLSA exempt employees are paid to work the amount of time required to fully perform their duties – which should not be less than 2080 hours per year (or an average of 40 hours per workweek). Successful performance as an exempt employee is based on the work product, not on the amount of time worked. While exact hours are not tracked, performance issues may arise if exempt employees do not meet the desired performance objectives as a result of not working the hours required to complete their job.
- c. Since FLSA exempt employees are not compensated by the hour, exempt employees do not need to track and report their hours worked or request Alternative Work Schedules.

3157.7 FLSA Exempt Flexible Scheduling:

- a. Full-time FLSA exempt employees may request a “flexible schedule” as long as they continue to meet desired performance objectives including availability to assist and support others during standard operating hours of the District (8:00 a.m. to 5:00 p.m. PST Monday through Friday). To utilize flexible schedules, FLSA exempt employees must be available to satisfy all of the criteria below during the standard operating hours of the District:
 1. Respond immediately to calls from the District to report to a work site and provide service;
 2. Be reachable at all times by telephone and/or text;
 3. Be available to monitor email correspondence;
 4. Remain within a reasonable distance of the work location (normally, no more than 1 hour); and
 5. Not participate in any activity which might impair their ability to perform assigned duties.
- b. In situations when FLSA exempt employees are not able to meet all of the criteria listed in 3157.7(a) during the standard operating hours of the District, or to perform any political activity during the standard operating hours of the District, exempt employees shall use accrued leave balances. During these pre-planned situations, employees shall name an “acting” designee, who will

fulfill the duties of their position during their absence. FLSA exempt employees are expected to keep their calendars up-to-date, clearly indicating availability, as well as, any scheduled time away from their assigned office location during standard operating hours of the District. Use of flexible schedules should be noted on calendars and communicated to their immediate supervisor.

1. Example: If an FLSA exempt employee works in the office Monday through Thursday of a work week, they may utilize flexible scheduling to be away from the office on Friday, so long as they meet the criteria set forth in Section 3157.7(a) above. They should communicate with their immediate supervisor and confirm their time away from the office and availability. If they cannot meet the criteria set forth in Section 3157.7(a), they will need to utilize accrued leave balances and name an “acting” designee to be available.

3157.8 Holiday Hours

- a. FLSA exempt employees do not need to track and report their hours worked, therefore, holidays are considered as a day worked. An exempt employee may only take a District Holiday on the designated District Holidays. See District Policy, Holidays, Vacations, & Other Leaves (3310).

3157.9 Overtime and Compensatory Time Off (“CTO”)

- a. FLSA Exempt employees are not eligible for Overtime or CTO.

3157.10 On-Call (Standby) Status and Call-Back Status

- a. FLSA Exempt employees are not eligible for Standby Duty or Call Back Status.

3157.11 Lectures, Meetings, Trainings, and Conferences – Working Time

- a. See District Policy, Lectures, Meetings, Trainings, and Conferences – Working Time (3320).

REFERENCES

3157.12 District Policy, Holidays, Vacations, & Other Leaves (3310)

3157.13 District Policy, Lectures, Meetings, Trainings, and Conferences – Working Time (3320)

3157.14 District Policy, Compensation (3330)

3157.15 District Policy, Rest and Meal Periods (3325)

3157.16 California Labor Code Section 230.8

PASSED AND ADOPTED by the Board of Directors of the Cosumnes Community Services District, this 21st day of October 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Orlando Fuentes, President

ATTEST:

Joshua Green, Secretary

RESOLUTION NO. 2020-57

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
COSUMNES COMMUNITY SERVICES DISTRICT
ADOPTING VARIOUS DISTRICT POLICIES**

EXHIBIT "A"

- 2120 Food Purchases
- 2130 Investment of District Funds
- 2145 Internal Controls
- 2147 Asset Protection and Fraud in the Workplace
- 2160 Leases
- 2165 Mileage Reimbursement
- 2170 Non-Sufficient Funds (NSF) Checks
- 2307 Proclamations, Resolutions, Executive Directives, and General Orders
- 2335 Teleworking
- 2350 Website Governance
- 3117 Recruitment and Selection
- 3155 FLSA Non-Exempt Hours of Work and Overtime
- 3157 FLSA Exempt Hours of Work and Overtime

STAFF REPORT

DATE: October 21, 2020
TO: Board of Directors
FROM: Steve Sims, Director of Parks and Neighborhood Services
 Parks and Recreation Department
BY: Josh Branco, Management Analyst



SUBJECT: LANDSCAPE & LIGHTING DISTRICTS ADVISORY COMMITTEE APPOINTMENTS

RECOMMENDATION

The Board of Directors:

- 1) Receives the updated Landscape & Lighting Districts Advisory Committee Handbook.
- 2) Appoints all applicants to the Landscape & Lighting Districts Advisory Committee.

BACKGROUND/ANALYSIS

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

On January 15, 2020 the Board received a copy of the L&L Districts Advisory Committee Handbook (Handbook) and application. Since that time the District has received nine applications:

- Benefit Zone 1
 - Carlos Hernandez
- Benefit Zone 3
 - Gloria Lambert-Hector
 - Lisa Robinson
- Benefit Zone 4
 - Hollis Erb
 - Linda Rivera
- Benefit Zone 5
 - Ed Klinenberg
- Benefit Zone 6
 - Dulce Medina
 - Paul Lindsay
- Benefit Zone 14
 - Tausha Gray

Redacted copies of all nine applications are included as Attachment A. Copies of the original applications are available at the District Office if the Board would like to review them.

The Handbook calls for committee members to be appointed by a motion of the Board; applicants are to be evaluated according to:

- Knowledge & Experience – The Board will consider both applicable experience, and knowledge relevant to the Committee’s purpose when making appointments.
- Public Service – The Board will consider past and present community service, especially leadership roles and experience on other boards and committees.
- Committee Composition – The Board will consider the Committee’s composition when making appointments. The District desires that the Committee be composed of members that are both representative, and inclusive of our diverse community.

Using this criteria, Staff believe all of the District's applicants are qualified to serve on the Committee.

Because of the Committee's purpose, and the quality of applications received, Staff has updated the Handbook to allow for *at least* one member to be appointed from each benefit zone:

- Benefit Zone 1 – Laguna
- Benefit Zone 3 – Elk Grove/West Vineyard
- Benefit Zone 4 – West Laguna
- Benefit Zone 5 – Lakeside
- Benefit Zone 6 – Central Elk Grove
- Benefit Zone 8 – Other Rural/Laguna Ridge
- Benefit Zone 11 – East Elk Grove
- Benefit Zone 12 – Stonelake
- Benefit Zone 13 – East Franklin
- Benefit Zone 14 (2 & 9a) – Camden Park
- Benefit Zone 15 – Vista Creek Park
- Benefit Zone 16 (9b) – Fallbrook/Park Lane/Britschgi
- Benefit Zone 18 (9c) – Hampton Village
- Benefit Zone 19 – Camden Estates & Camden Pointe
- Benefit Zone 20 – Perry Ranch

Having more than one member from three of the benefit zones in need of additional landscape maintenance funding will only benefit the District's outreach and education efforts in Elk Grove / West Vineyard, West Laguna and Central Elk Grove. Staff will continue accepting applications for any vacant seats until they are filled.

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

FINANCIAL ANALYSIS

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

SUSTAINABILITY ANALYSIS

Staff will provide training to the Committee on the District's Climate Action Plan and Sustainability Action Plan. Committee members will be expected to take these materials into account when making recommendations to the Board and Staff.

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

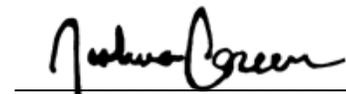
Respectfully submitted,



Steve Sims
Director of Parks and Neighborhood Services

Attachment A – L&L Districts Advisory Committee Applications
Attachment B – L&L Districts Advisory Committee Handbook

Staff Report recommendation authorized by: Approved as to Form:



General Manager



General Counsel

Attachment A



8820 Elk Grove Blvd.
Elk Grove, CA 95624

(916) 405-5600
Fax (916) 685-6942

Landscape & Lighting Districts Advisory Committee Application

Return completed form to Cosumnes CSD, 8820 Elk Grove Blvd, Elk Grove, CA 95624

Name Carlos Andres Hernandez E-Mail [REDACTED]

Home Phone _____ Cell Phone [REDACTED]

Address [REDACTED] Age [REDACTED]

Benefit Zone Elk Grove Gender [REDACTED]

Available to attend meetings: Evening Daytime

Current occupation & employer [REDACTED]
(If retired, please indicate former occupation)

Past & present Cosumnes CSD appointments, offices and positions _____
NA

Relevant professional and/or community activities _____

Live in Elk Grove and helped Coach Soccer and T-Ball for CSD. I am a Teacher and used to work as a Program Analyst for the State of California. I have experience with facilitating small and large groups, high level (executive) groups and have excellent organizational skills. I have worked with Special Education, Mental Health and internal external stakeholders.

Relevant skills and experience _____

Bilingual, 12 years of experience as a Teacher working with Special Education, Employment Coach and mental health.



Why are you interested in serving on the Landscape & Lighting (L&L) Districts Advisory Committee?

I would like to help out my community and I believe that I am non-biased and a critical thinker. I would like to make sure that we are using our funding to the best of our

ability and have accountability. I would like to be a community leader and show my small children and other minorities that is possible to be a minority and be active in our community.

How would you help Cosumnes CSD create responsive programs, parks and facilities for Elk Grove's diverse and growing community?

I myself am a minority in Elk Grove and I can bring a different perspective to the committee. I believe that having me on the board could help attract a more diverse group of patrons who currently reside in Elk Grove to attend more CSD activities because I can relate to the non English speaking groups as I was once undocumented and English is my second language. I also have small children who are active in the CSD sport activities. I can relate to the Spanish speaking population and help answer their questions.

How would you help Cosumnes CSD strengthen parks and recreation facilities for future generations?

I would like to help by helping allocate funds in the right areas to help ensure that our Landscape and Lighting is state of the art as well as economical, green and environmentally conscious. I believe that if we use these funds correctly, we can have long lasting positive effects for generations to come.



How would you help Cosumnes CSD foster collaborative partnerships that leverage strengths and resources to enhance recreation experiences?

I believe that my experience as a teacher and a Program Analyst have prepared me to work with various stakeholders. I have the ability to be flexible and understand and be sympathetic to different cultures, ethnicities, religions and so on. I have worked very well as part of teams and as a lead. I have strong written and communication skills, interpersonal skills and problem solving skills. I can critically think about the outcomes of events and help make recommendations without being emotional.

How would you help Cosumnes CSD allocate staff and resources based on sound operational practices to ensure long-term operation and maintainability?

I have experience as a supervisor and a lead staff. I am able to allocate resources and staff where they are needed for the short or long term. Safety and Security should always be put first when identifying areas of need. I believe that doing this will not only set up the program for long term success but it will eventually maintain itself. I also have the ability to do this without being emotional and the look and listen to all other points of view.

Please relate any additional goals you have for the Cosumnes CSD and/or the L&L Districts Advisory Committee.

My main goal is bring accountability, non-biased and diversity to the CSD Advisory Committee. I believe that we are not as active in the community and I would like to change that. I



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Are you related to any elected Cosumnes CSD official or staff member? If yes, please explain.

No

Are you involved in any professional or community organizations? If yes, please describe its mission and your position.

I volunteered to be part of a civilian board of members that works closely with Sacramento PD and Sheriff Department. I have not heard if I was selected for this board as of yet.

Is there any other information you wish to provide to the Board of Directors for consideration?

I would like to share that I am an Elk Grove resident, my children participate in CSD programs and I would like to be a part of this. I have the ability to be fair, impartial and I want to see my community continue to flourish to be the pillar of other city and county programs.

How did you find out about the vacancy on this advisory committee?

CSD Website

It is the goal of the Cosumnes CSD to achieve racial diversity, equity and inclusion on Advisory Committees. The information collected in this section is not required, and will be used to help achieve this goal.



Signature Hernandez, Carlos A.@CDCR Digitally signed by Hernandez, Carlos A.@CDCR Date: 2020.03.16 10:57:00 -07'00' Date 3/16/2020



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Landscape & Lighting Districts Advisory Committee Application

Return completed form to Cosumnes CSD, 8820 Elk Grove Blvd, Elk Grove, CA 95624

Name GLORIA LAMBERT-HECTOR E-Mail [REDACTED]

Home Phone [REDACTED] Cell Phone [REDACTED]

Address [REDACTED] Age [REDACTED]

Benefit Zone _____ Gender [REDACTED]

Available to attend meetings: Evening Daytime

Current occupation & employer [REDACTED]
(If retired, please indicate former occupation)

Past & present Cosumnes CSD appointments, offices and positions NONE

Relevant professional and/or community activities NO PRIOR COMMUNITY ACTIVITIES
RETIRED 2010 HAVE SEEN DRASTIC CHANGES IN MY
COMMUNITY. I WANT TO BECOME MORE RELEVANT NOW
FOR CHANGE

Relevant skills and experience EMPLOYED BY AT&T CORP. FOR 40
YEARS, ACTIVE CHURCH MEMBER, WIFE AND
MOTHER. EFFECTIVE COMMUNICATION SKILLS,
NEGOTIATIONS, LISTENING SKILLS



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Why are you interested in serving on the Landscape & Lighting (L&L) Districts Advisory Committee?

I AM A 20 YEAR RESIDENT OF ELK GROVE, I
HAVE SEEN HOW THE LANDSCAPE HAS CHANGED
DO NOT LIKE IT!

How would you help Cosumnes CSD create responsive programs, parks and facilities for Elk Grove's diverse and growing community?

LISTEN, LEARN, INVESTIGATE, OFFER
SUGGESTED SOLUTIONS

How would you help Cosumnes CSD strengthen parks and recreation facilities for future generations?

LISTEN TO WHAT THE COMMUNITY CONCERNS
AND NEEDS ARE



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How would you help Cosumnes CSD foster collaborative partnerships that leverage strengths and resources to enhance recreation experiences?

TALKING WITH LOCAL BUSINESS OWNERS AND RESIDENTS TO FIND COMMON GROUND THAT IS BENEFICIAL FOR BOTH.

How would you help Cosumnes CSD allocate staff and resources based on sound operational practices to ensure long-term operation and maintainability?

EVALUATE CURRENT PROCESSES IN PLACE, TO DETERMINE CHANGES IF NEEDED. ENSURE STAFF IS INFORMED AND ARE ABLE TO MEET ESTABLISHED GOALS

Please relate any additional goals you have for the Cosumnes CSD and/or the L&L Districts Advisory Committee.

I WANT TO ENSURE MY VOICE AND THE COMMUNITY I LIVE IN IS HEARD ABOUT CONCERNS WE HAVE



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Are you related to any elected Cosumnes CSD official or staff member? If yes, please explain.

NO

Are you involved in any professional or community organizations? If yes, please describe its mission and your position.

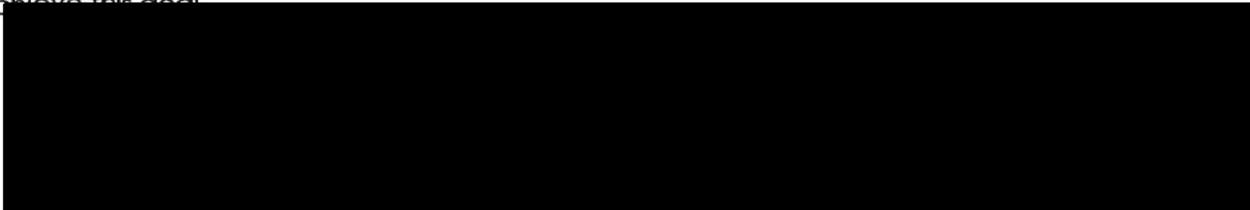
NO

Is there any other information you wish to provide to the Board of Directors for consideration?

I would like to work with my co-applicant
Lisa Robinson we live and have worked
together for 29 years

How did you find out about the vacancy on this advisory committee? By contacting
CSD about landscape issue on Sheldon Blvd

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Signature [Handwritten Signature] Date 7/29/2020



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Landscape & Lighting Districts Advisory Committee Application

Return completed form to Cosumnes CSD, 8820 Elk Grove Blvd, Elk Grove, CA 95624

Name Lisa A. Robinson E-Mail [Redacted]

Home Phone N/A Cell Phone [Redacted]

Address [Redacted] Age [Redacted]

Benefit Zone _____ Gender _____

Available to attend meetings: Evening Daytime

Current occupation & employer _____
(If retired, please indicate former occupation)

Past & present Cosumnes CSD appointments, offices and positions None

Relevant professional and/or community activities I spent 10 years in External Affairs at AT&T. We were the link between the community + the company. We interacted with local + state officials, non profit organizations, + businesses to develop working relationships. I was a volunteer at Saint John's shelter for women + children.

Relevant skills and experience I communicate + negotiate well.



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Why are you interested in serving on the Landscape & Lighting (L&L) Districts Advisory Committee?

I have lived in Elk Grove over 20 years. Since I retired in 2010 I see a need to preserve the landscape in my area so we stay relevant and an inviting area to live in.

How would you help Cosumnes CSD create responsive programs, parks and facilities for Elk Grove's diverse and growing community?

I am an investigator at heart. Look at all avenues available to create a harmonious environment in Elk Grove.

How would you help Cosumnes CSD strengthen parks and recreation facilities for future generations?

Communicate with the residents in the area + find out their needs for them to frequent parks.



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How would you help Cosumnes CSD foster collaborative partnerships that leverage strengths and resources to enhance recreation experiences?

Talk with local business owner and residents to find common ground where they find benefits and contribute to that end.

How would you help Cosumnes CSD allocate staff and resources based on sound operational practices to ensure long-term operation and maintainability?

Evaluate the current processes ~~in~~ in place and determine necessary changes to meet our goals.

Please relate any additional goals you have for the Cosumnes CSD and/or the L&L Districts Advisory Committee.

To ensure we have a cohesive plan that allows us to maintain our community.

COSUMNES



COSUMNES COMMUNITY SERVICES DISTRICT
PARKS & RECREATION DEPARTMENT

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Are you related to any elected Cosumnes CSD official or staff member? If yes, please explain.

No

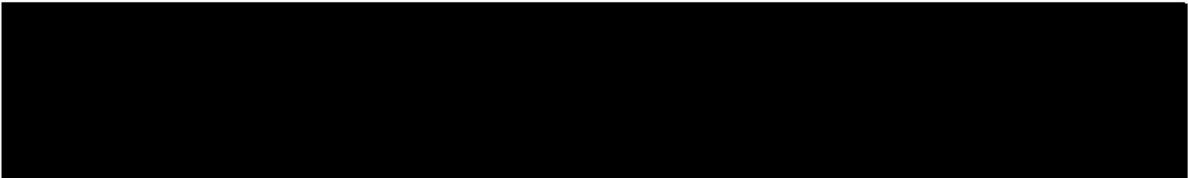
Are you involved in any professional or community organizations? If yes, please describe its mission and your position.

No

Is there any other information you wish to provide to the Board of Directors for consideration?

How did you find out about the vacancy on this advisory committee? By contacting CSD regarding a landscaping issue on Sheldon Road

It is the goal of the Cosumnes CSD to achieve racial diversity, equity and inclusion on Advisory Committees. The information collected in this section is not required, and will be used to help achieve this goal.



Signature Steph A. Roman

Date 7/29/2020



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Landscape & Lighting Districts Advisory Committee Application

Return completed form to Cosumnes CSD, 8820 Elk Grove Blvd, Elk Grove, CA 95624

Name Hollis N. Erb E-Mail [REDACTED]

Home Phone None Cell Phone [REDACTED]

Address [REDACTED] Age [REDACTED]

Benefit Zone 4; West Laguna Gender [REDACTED]

Available to attend meetings: Evening Daytime

Current occupation & employer [REDACTED]
(If retired, please indicate former occupation)

Past & present Cosumnes CSD appointments, offices and positions None

Relevant professional and/or community activities _____

Initiated the Laguna West Association's Liaison Committee to CSD Parks. Served 9 years on the planning commission of my former locale, just before moving to Elk Grove. Vice-President of the Board of Directors of the Laguna West Association. Town of Ithaca (NY) Agriculture and Farmland Protection Committee 2010-2011; Town of Ithaca Energy Action Plan Advisory Committee (2013-2015). I taught veterinary and graduate students for 36 years.
[Numerous other committees, panels, and boards at my college and university, within my former town, and at the national and international levels--both within my professional expertise and as general citizenship. Frequent leadership roles.]

Relevant skills and experience _____

I am an excellent facilitator at meetings. I am good at leading and at figuring out alternative ways forward--and also at being a team player. I can listen to others and figure out what they are saying or trying to say. I can explain things to others. I believe in community outreach--and write numerous articles and updates for the newsletter of our HOA. I have fulfilled the trust given to me with appointments to numerous positions where ethical behavior is paramount. I write well. When I say that I will do something, I do it; I accept responsibility. And I always prepare for the meeting.



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Why are you interested in serving on the Landscape & Lighting (L&L) Districts Advisory Committee?

I greatly believe in parks and open spaces, in serving my community, and in assuring a good future for my neighborhood. CSD Parks is an obvious partner for me. The L&L Committee just lets me put my skills and interests to excellent use.

I demonstrated this when I created the my HOA's CSD Parks Liaison Committee. I regularly attend the City of Elk Grove Planning Commission meetings, so that I learn how my city works out land-use issues. I am a member of Paws on Patarol and should be a member of Partners for Parks (but I only just found out about that); I am a regular set of eyes sending items with photos and location to the hotline, so that our parks can stay attractive and safe. I like to interact with other folks. I am authorized to prune and deadhead the rose garden in my neighborhood park (Lawrence).

How would you help Cosumnes CSD create responsive programs, parks and facilities for Elk Grove's diverse and growing community?

First, I will absorb the handbook's listed responsibilities and limitations for members of the Committee.

Second, I already ask and listen to my neighbors and the HOA members about their parks "likes, dislikes, and issues": I will expand that as seems fit.

Third, I know how to be a very good team member, and will be a respectful teammate.

Fourth, I have already been learning about parks funding. I think about how different items or issues will "play" to neighbors, and think about how I might help explain things (within at least HOA meetings and to my own neighbors). I have begun anticipating push-back issues and explanations to counter those.

Fifth, I am very good at writing for public outreach.

How would you help Cosumnes CSD strengthen parks and recreation facilities for future generations?

Funds must be secure. The public--the neighbors and users of our parks--must feel safe in and enjoy our parks. Also, those same neighbors and users must gain insight into what it takes to sustain a park long-term.

Our community members must believe that CSD will listen to them, and that they indeed have "ownership" (albeit with restrictions of contracts, law, and the responsibility to leave the parks for everyone else also to use and enjoy). With lots of outreach, I believe that we can work to make funding more secure through the future.



How would you help Cosumnes CSD foster collaborative partnerships that leverage strengths and resources to enhance recreation experiences?

Hmm. Interesting. I would look around for social and sports associations, schools and childcare centers, denser residential developments, and even businesses that could participate. In this, I would identify especially those in close proximity to parks. We then could reach out to ask whether there are ways to enhance those neighbors' own purposes and goals (and ours) by partnering in programs using the parks. (If "businesses" is a surprise, I am thinking of uses e.g., for employee breaks and stress relief, team-building exercises, walking clubs, or even park "adoption.") (Do we even allow "Adopt-a Park" programs analogous to highway adoptions for litter pick-up in exchange for some limited, format-specified signage?)

Of course, I would listen to the ideas of other committee members and staff, and keep talking to my own neighbors and people I see in the parks.

How would you help Cosumnes CSD allocate staff and resources based on sound operational practices to ensure long-term operation and maintainability?

I believe in timely maintenance, and in not over-expanding without reasonable assurance of longer-term funding. ~~At the same time, I believe that parks can help folks stay healthy in body and mind if the proper facilities/furniture are be provided.~~

I believe, therefore, in: open spaces; playgrounds; youth/adult exercise facilities (even things as simple as chin-up bars but also good walking spaces); and in shade, visibility, garbage cans, benches, and drinking fountains so that folks can feel comfortable in our parks at all ages and abilities. I believe that we should encourage and facilitate use. ("Use" can mean anything from stress relief to enjoyment of beauty, and from rest to recreation/exercise.) I strongly believe in the environmental benefits of trees and open spaces. I am encouraged by the evidence of economic benefits of parks (read in materials sent to me recently by Mr. Branco).

I can use all of these arguments for engaging the public and in helping to set priorities, based on conditions on a neighborhood-by-neighborhood basis.

Please relate any additional goals you have for the Cosumnes CSD and/or the L&L Districts Advisory Committee.

My goals for the parks and CSD follow from the beliefs I've expounded above. My personal goals are to be a useful neighbor who contributes to our local environments and to both good public health and good park health. I want to feel good about myself for making positive, respectful contributions.

If I come away with some new friends, so much the better--but that is not my main purpose.



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PARKS & RECREATION DEPARTMENT**

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Are you related to any elected Cosumnes CSD official or staff member? If yes, please explain.

No.

Are you involved in any professional or community organizations? If yes, please describe its mission and your position.

CSD Parks Liaison Committee of the Laguna West Association HOA (founder and de facto chair; purpose: interact with CSD Parks regarding the 7 parks within our HOA).

Vice-President of the Board of Directors of the same HOA (purpose: maintain peaceful safe, and beneficial enjoyment of the homes, light industry, and businesses within our HOA, within the CC&Rs of our community).

Paws on Patrol (purpose: be extra eyes and ears for the EGPD while walking my dogs).

[Numerous professional associations, but at a lesser level now that I am professor emerita; I still provide research and biostatistical support to a few colleagues from Cornell University]

Is there any other information you wish to provide to the Board of Directors for consideration?

I have been looking forward to this opportunity for several months.

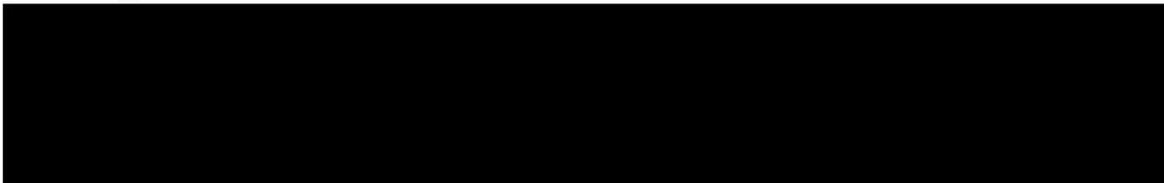
If you would like to see the first few pages of my CV to document engagement and leadership at various levels (both professional and non-professional, local to international), I would be happy to provide those pages.

I am capable of reading scientific papers in several fields; I can help judge the quality of evidence in those, should the need arise. My expertise in a sense was in data and literature quality, and I have even taught cost-benefit analyses at a basic level to professional and graduate students.

How did you find out about the vacancy on this advisory committee?

I first heard about it from Mr. Josh Green several months ago.

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Signature _____ Date 3/16/2020



Landscape & Lighting Districts Advisory Committee Application

Return completed form to Cosumnes CSD, 8820 Elk Grove Blvd, Elk Grove, CA 95624

Name Linda Rivera E-Mail [REDACTED]
Home Phone [REDACTED] Cell Phone [REDACTED]
Address [REDACTED] Age [REDACTED]
Benefit Zone 4 Gender [REDACTED]

Available to attend meetings: Evening Daytime

Current occupation & employer [REDACTED]
(If retired, please indicate former occupation)

Past & present Cosumnes CSD appointments, offices and positions _____

Past volunteer in CSD's Partners for Parks & currently serving on the Laguna West
Parks & Liaison Committee

Relevant professional and/or community activities Memberships: Save The Redwoods League,
Sacramento & American Rose Societies, Elk Grove & Calif. Garden Clubs,
Calif. State Parks Fndn., Nat'l. Parks Fndn. I lead the collaboration with the Sac. Rose Society,
EG Garden Club, & homeowners for the care/maintenance & expansion of the Town Hall
Rose Garden. I also care for the Bartholomew & Lawrence Park roses.

I initiated new landscaping at the Jerry Fox Pool w/the EG Garden Club, & the Sac. Native Plant Society.

Relevant skills and experience Self-directed, resourceful, & employed steadily since 16 yrs. old.
Retired w/commendations after 26 yrs. with the State of California. Comprehensive leadership skills,
initiating collaboration, building capacity, sustainability, & fiscal viability for low-performing
school districts serving disadvantaged children. Implemented a school readiness initiative
with the Sac. County Office of Ed. Convened, chaired, & served on numerous executive committees
including, but not limited to: Curriculum & Instruction Steering Committees, Migrant Education,
Language & Literacy Networks, CDE's Preschool Initiative, School Readiness Networks,
Language Acquisition for English Learners & children's mental health. Skilled in
writing, grants, program development, & sustaining partnerships.



COSUMNES COMMUNITY SERVICES DISTRICT
PARKS & RECREATION DEPARTMENT

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Why are you interested in serving on the Landscape & Lighting (L&L) Districts Advisory Committee?

We have beautiful parks & green space in EG & I'm excited about the opportunity to work w/CSD. I love the community & every park in BZ 4 & want to share that w/others.

I have years of professional experience working collaboratively to solve problems & have served on & chaired legislative task forces, committees & workgroups.

I want to broaden the investment in our parks. I enjoy partnering w/CSD - the staff are wonderful. Being a part of the L & L Districts Advisory Committee is a great opportunity to make a difference, get people involved & come together. The Committee is a seeding ground for neighborhoods to come together for their parks.

How would you help Cosumnes CSD create responsive programs, parks and facilities for Elk Grove's diverse and growing community?

- 1.) Provide outreach activities in all 7 BZ 4 parks including: engaging families & youth in neighborhood parks Lawrence, Hawkins, King & Lawson. 2.) Provide multiple activities for diverse populations in local parks Bartholomew & Town Square w/inclusive, culturally aware/diverse events & info. 3.) Engage residents & seniors in Lippencott 4.) Use data, research & best practices in collaboration w/CSD. 5.) Reach out to the City for resources on inclusion & accessibility information for engaging people w/disabilities in BZ 4 outreach.
- 6.) Take into account 3 large apt. complexes: Siena Villas/328 units, Castellino/120 units & Renwick Sq./120 units, 55+ Sec. 8 housing.

How would you help Cosumnes CSD strengthen parks and recreation facilities for future generations?

- 1.) Connect residents with their parks. 2.) Apply for grant awards. I applied for & won two awards: The Nat'l. Garden Ass., \$992.18, & "Kids in Native Gardens", \$100. (reimbursable) + \$200. donated for a grand total of \$1,292.18, for the Jerry Fox landscaping. 3.) Connect w/civic-minded groups i.e., both the EG Rotary Club & AmeriCorps asked to be notified of the next park beautification project after seeing the work-in-progress at the Jerry Fox Pool.
- 4.) Restructure the Cosumnes Legacy Foundation or create a new nonprofit to facilitate grant awards, donations & volunteer involvement. The District has to make it easier to donate time, & money. This nonprofit would facilitate projects where volunteers are welcome & needed.
- 5.) Be proactive. Identify & state what is needed publicly. For example, existing budgets can't pay for new trees. Give the public direction & opportunities to contribute & volunteer.



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How would you help Cosumnes CSD foster collaborative partnerships that leverage strengths and resources to enhance recreation experiences?

Use outreach, advocacy, promotion, programming & organizing volunteers to tap into park constituency. Put in the time it takes to establish & maintain relationships & build trust. Publicize volunteers. Create mechanisms that allow people to invest in our parks. Create a catalogue of opportunities. Recruit, coordinate & strengthen Partners for Parks. Currently none of the BZ 4 parks have Partners. As a former Partner, my experience was that I was alone in the task. No communication. Connect the Partners w/other CSD volunteers in BZ 4, create open opportunities for education & outreach, volunteer projects, landscape maintenance & special events. Keep them connected & updated on District information. Foster connections w/schools & universities. Bring in horticultural experts for a lecture under a tree. Have a beekeeper speak on bees in the park. Calendar engaging presenters, use naturalists for guided walks along the creeks.

How would you help Cosumnes CSD allocate staff and resources based on sound operational practices to ensure long-term operation and maintainability?

Use the District's "Plan For Play" as the guide for operations & Master Plan implementation.

Leverage resources. Utilize volunteers. Analyze the budget & make suggestions as needed.

Take a longer-term perspective on maintenance & capital programs. Tackle the issue both outside of & within the Committee.

More & greater proactivity. Communicate with neighborhoods sooner, often, & with clarity.

Please relate any additional goals you have for the Cosumnes CSD and/or the L&L Districts Advisory Committee.

Consider outreach for a capital campaign or fundraising efforts for enhancements or a special project.

People want to contribute. They aspire to serve - let's give them the chance to participate. Let's advocate for our

parks because the parks are our neighborhood, it's where people come together. I have a vision, I

know how to solve problems & bring people together. People are connected to their community through parks.

Let's also consider park tourism. This is tourism based on events or assets in

the area such as: a destination garden, rose & botanical gardens, sporting events, birds & wildlife,

nature, habit conservation, etc. Promote & nurture features, like EG creeks & trails, that attract people to our

area, while building a coalition & improving the local economy. Trees are planted in collections, label it, use tree labels. Create garden pathways. Brand it. Sell merchandise, i.e., caps, t-shirts, journals.

Change the culture from complaint driven to vision sharing.



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Are you related to any elected Cosumnes CSD official or staff member? If yes, please explain.

No.

Are you involved in any professional or community organizations? If yes, please describe its mission and your position.

I am grateful to have the support & friendship of many fine dedicated gardeners. The Elk Grove Garden Club offers immeasurable support & cheers. I'm Chair of Community Outreach whose mission is civic beautification. My projects are: Jerry Fox Pool, LTH Rose Garden, & Nicolaus Dairy.

The Calif. & EG Garden Club's missions are to create an interest in horticulture, the environment & conservation. The American & Sacramento Rose Societies have shared missions to promote the culture, preservation, & appreciation of the rose. I'm grateful to the Sacramento Rose Society consulting rosarians who freely give their time & expertise to growing beautiful roses & gardens.

Is there any other information you wish to provide to the Board of Directors for consideration?

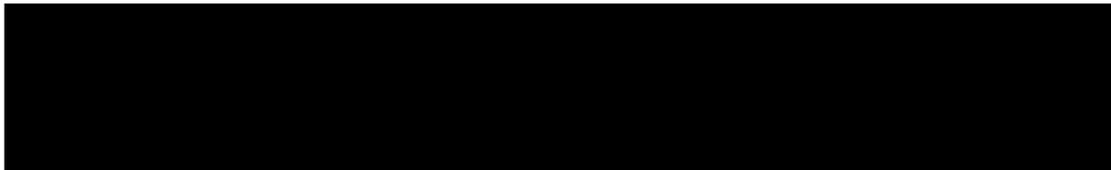
I have grown with the community having lived in the same house in EG since 1995.

CSD's Jerry Fox used to talk to me about trees & it was clear he was their advocate.

It is now my deepest pleasure to work on the landscaping at the Jerry Fox Pool & think about what he taught me. To me, the CSD staff will always represent stewards of the land, the environment, & our public trust. Thank you for your patience in growing things.

How did you find out about the vacancy on this advisory committee? Jaclyn Moreno, CSD Board Member.

It is the goal of the Cosumnes CSD to achieve racial diversity, equity and inclusion on Advisory Committees. The information collected in this section is not required, and will be used to help achieve this goal.



Signature

Linda Filler

Date

March 12, 2020



8820 Elk Grove Blvd.
Elk Grove, CA 95624

(916) 405-5600
Fax (916) 685-6942

Landscape & Lighting Districts Advisory Committee Application

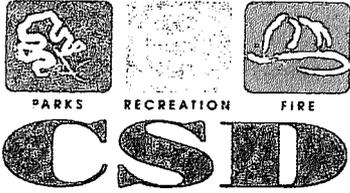
Return completed form to Cosumnes CSD, 8820 Elk Grove Blvd, Elk Grove, CA 95624

Name Ed Klinenberg E-Mail [REDACTED]
 Home Phone [REDACTED] Cell Phone [REDACTED]
 Address [REDACTED] Age [REDACTED]
 Benefit Zone 5 Lakeside Gender [REDACTED]
 Available to attend meetings: Evening Daytime alternate Fridays
 Current occupation & employer EHS Program Manager Northrup Grumman
(If retired, please indicate former occupation)
 Past & present Cosumnes CSD appointments, offices and positions None

Relevant professional and/or community activities _____

- Multiple years working with CSD on community projects: Johnson Park expansion, Harbour Point and other landscape corridors in Lakeside
- Creek clean ups

Relevant skills and experience Board Certified Industrial Hygienist,
Board certified safety Professional,
20+ years management and supervisory experience
MBA



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Why are you interested in serving on the Landscape & Lighting (L&L) Districts Advisory Committee?

Ever since my family and I moved to Lakeside in 1997, I have been interested in ensuring our community amenities benefit the residents. I would like to use my experience gained by serving the Lakeside community throughout Elk Grove.

How would you help Cosumnes CSD create responsive programs, parks and facilities for Elk Grove's diverse and growing community?

I was a member of the Johnson Park development focus group. We worked closely with the HOA and CSD to provide the greatest number of amenities by not duplicating existing facilities. I hope to continue using this model.

How would you help Cosumnes CSD strengthen parks and recreation facilities for future generations?

By working with my fellow committee members and the community to develop parks and recreational facilities that meet the needs of the people in coordination with the Park and Recreation 2019-22 strategic plan.

COSUMNES



COSUMNES COMMUNITY SERVICES DISTRICT
PARKS & RECREATION DEPARTMENT

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How would you help Cosumnes CSD foster collaborative partnerships that leverage strengths and resources to enhance recreation experiences?

I will apply collaborative skills from my professional duties and organizations, Lakeside COA and the West Elk Grove Alliance to the Advisory Committee.

How would you help Cosumnes CSD allocate staff and resources based on sound operational practices to ensure long-term operation and maintainability?

When I was president of the Lakeside HOA, I was charged with allocating staff and resources to meet the organization's needs and fiscal requirements and will apply those skills to serve the CSD.

Please relate any additional goals you have for the Cosumnes CSD and/or the L&L Districts Advisory Committee.

- Improve response time for graffiti cleanup and light pole maintenance
- Add dedicate areas in our parks for emerging sports such as cricket, pickle ball and bocce ball

COSUMNES



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PARKS & RECREATION DEPARTMENT

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Are you related to any elected Cosumnes CSD official or staff member? If yes, please explain.

No

Are you involved in any professional or community organizations? If yes, please describe its mission and your position.

Lakeside HOA - past president, Judicial Committee
West Elk Grove Alliance - work with city leaders to
address West Elk Grove issues - member
California Industrial Hygiene Council - state wide lobbying
group for industrial hygiene profession - past president
and secretary

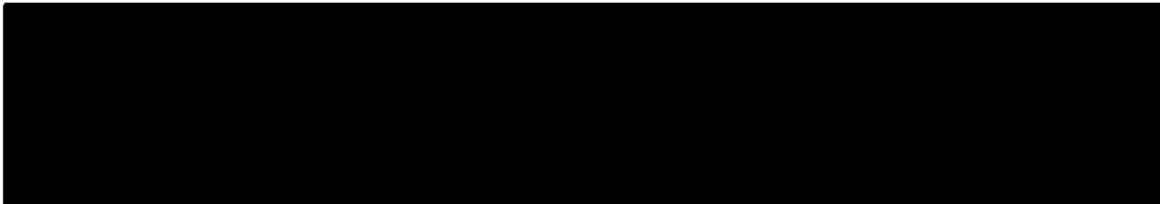
Is there any other information you wish to provide to the Board of Directors for consideration?

I will serve as a liaison between the
committee and the Lakeside Board.

Retired Air Force Officer

How did you find out about the vacancy on this advisory committee? CSD website

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Signature [Handwritten Signature] Date 3/16/20



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(916) 405-5600
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Landscape & Lighting Districts Advisory Committee Application

Return completed form to Cosumnes CSD, 8820 Elk Grove Blvd, Elk Grove, CA 95624

Name Dulce Medina E-Mail [REDACTED]

Home Phone _____ Cell Phone [REDACTED]

Address [REDACTED] Age [REDACTED]

Benefit Zone 6 Gender [REDACTED]

Available to attend meetings: Evening Daytime

Current occupation & employer [REDACTED]
(If retired, please indicate former occupation)

Past & present Cosumnes CSD appointments, offices and positions _____
N/A

Relevant professional and/or community activities _____

Research Data Supervisor II at CalPERS - responsible for overseeing research and policy recommendations.

Relevant skills and experience _____

As a Research Data Supervisor II, I am responsible for overseeing independent, methodologically sound research projects, policy recommendations, legislative proposals, and regulatory packages. As part of my role, I am responsible for assisting my team members in interpreting Government Codes and California Code of Regulations. As a researcher, I am trained to be fair, impartial, and provide credible information.



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Why are you interested in serving on the Landscape & Lighting (L&L) Districts Advisory Committee?

I am interested in serving on the Landscape & Lighting (L&L) Districts Advisory committee for various reasons: 1) Serving my local community 2) Voicing the interests of young families in Zone 6 and 3) I have two small children that utilize Elk Grove Parks and CSD park services.

How would you help Cosumnes CSD create responsive programs, parks and facilities for Elk Grove's diverse and growing community?

As a committee member, I would ensure that various viewpoints are considered in creating programs, parks, and facilities for the diverse and growing community. My background and experience allows me to voice issues that community members may have, respond to, and may be experiencing. I would also ensure that short term and long term effects are considered when designing programs, parks and facilities.

How would you help Cosumnes CSD strengthen parks and recreation facilities for future generations?

As a committee member, I would assist Cosumnes CSD in reviewing topics from a sustainability, research, and demography perspective. To strengthen parks and recreation facilities, CSD must consider if the options are fiscally sound, if issues have been vetted, and if they are demographically sustainable (meaning, will they benefit current or future generations).



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How would you help Cosumnes CSD foster collaborative partnerships that leverage strengths and resources to enhance recreation experiences?

As a committee member, I would assist Cosumnes CSD in establishing, retaining, and fostering collaborative partnerships. I would first start by leveraging current business contact lists, making contact, and reaching out to new potential partners. I have the skill set to carry out small and large surveys if necessary.

How would you help Cosumnes CSD allocate staff and resources based on sound operational practices to ensure long-term operation and maintainability?

As a committee member, I would carry out a cost analysis on how many staff and resources would be needed on operational needs, projects, etc. I would use 5 years of previous data to create projections based on average allocations.

Please relate any additional goals you have for the Cosumnes CSD and/or the L&L Districts Advisory Committee.

I am available to provide an additional lens on the fee structure for park maintenance, particularly underfunded Zones.



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Are you related to any elected Cosumnes CSD official or staff member? If yes, please explain.

No.

Are you involved in any professional or community organizations? If yes, please describe its mission and your position.

N/A

Is there any other information you wish to provide to the Board of Directors for consideration?

My background and experience will provide a unique perspective to the committee. I am a first generation immigrant, woman of color, grew of in South Sacramento, and now hold a PhD.

How did you find out about the vacancy on this advisory committee?

It is the goal of the Cosumnes CSD to achieve racial diversity, equity and inclusion on Advisory Committees. The information collected in this section is not required, and will be used to help achieve this goal.



Signature

[Handwritten signature]

Date

3/25/2020



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Elk Grove, CA 95624

(916) 405-5600
Fax (916) 685-6942

Landscape & Lighting Districts Advisory Committee Application

Return completed form to Cosumnes CSD, 8820 Elk Grove Blvd, Elk Grove, CA 95624

Name: Paul Lindsay

E-Mail : [REDACTED]

Home Phone: [REDACTED]

Cell Phone [REDACTED]

Address: [REDACTED]

Age: [REDACTED]

Benefit Zone: 6

Gender: [REDACTED]

Available to attend meetings: Evening Yes Daytime Yes

Current occupation & employer: Retired (District Manager, Social Security Administration)
(If retired, please indicate former occupation)

Past & present Cosumnes CSD appointments, offices and positions: None

Relevant professional and/or community activities: I served on Sacramento County's Community Planning Advisory Commission (CPAC) for Elk Grove for several years prior to the City's incorporation and was an inaugural member of the City's Planning Commission from 2000 to the middle of 2007. More recently I have been the past Vice President of the Friends of the Elk Grove Public Library and am currently serving as President. I was a member of the Sacramento County Grand Jury from 2017 through 2019. I am actively serving as an Associate Director of the Florin Resources Conservation Board (FRCD) (October 2019 to the present.)

Relevant skills and experience Professionally, I have worked in a variety of roles, involving both direct service to the public and managing those who served the public. I have a great deal of experience in reaching out to the public, getting information, using that information to inform decisions I have made and that others have made. I am able to take information and fashion it into a well-reasoned, thorough decision. As a staffer, my role was to ensure that decision makers had all relevant information to make informed, fair decisions. As a manager, I believed that my chief responsibility was to bring about team consensus, through open discussion and decision making. In addition, I had to ensure proper use of local budgets and manpower.

In my different areas of community service, I have worked with one common guiding principle: listen to people, understand what is being said, and look for common ground. As a member of CPAC and the Elk Grove Planning Commission, I had to review staff reports, determine issues, form opinions on those issues, and then, after receiving public input, I had to reach a conclusion on those issues to forward a determination to the respective governing body (either the Sacramento County Board of Supervisors or the Elk Grove City Council).

As a member of the Sacramento County Grand Jury, I was a member of a team that reviewed County, City, or Special District issues, conducted research, reached conclusions, and wrote reports on the issues. This involved interviewing individuals, conducting research, often involving complex issues such as budgets, agency practices, legal ramifications, etc. This was accomplished in small groups, reporting and getting approval from the larger Grand Jury as a whole.

Acting as an Associate Director, I review budgetary documents, Agency procedures, etc. and offer up comments to the full FRCD board.



Why are you interested in serving on the Landscape & Lighting (L&L) Districts Advisory Committee?

Serving on the Advisory Committee would allow me to continue to serve and be active in my Community, in several ways. I would be part of a group advising the CSD Board about issues and making sure that they were informed when arriving at decisions. It would allow me to be a conduit for the public to voice their opinions, beliefs, and desires. It would also allow me the opportunity to discuss L&L issues with community members and make them aware of underlying CSD needs, and associated issues.

How would you help Cosumnes CSD create responsive programs, parks and facilities for Elk Grove's diverse and growing community?

I think that the main way to create responsive programs, parks and facilities for our diverse community is to be open to that diversity and to listen to all voices within the community. Communications is, and has always been, the main component in any decision-making process. But we have to remember that communication is not a passive activity. Cosumnes CSD must take an active role in seeking out all voices and making sure that they are heard. That broadens CSD understanding of community needs and broadens community understanding of CSD capabilities and actions. An outstanding example of this process was the recent educational campaign that Cosumnes CSD undertook with respect to MacDonald Park. CSD took time to listen to the neighbors to determine their needs and desires for the completion of Phase 2 of MacDonald Park and CSD also made a concerted effort to inform the community of the actions that were needed to ensure completion of the park. Communication was clearly the key.

How would you help Cosumnes CSD strengthen parks and recreation facilities for future generations?

Maintaining open and honest dialogue with the communities of people that are served by the CSD, in order to understand the changing needs of those individual communities and the community as a whole is vital. Serving on the Advisory Committee, I would be an instrument of the Board and in effect, can serve as "eyes and ears" for the Board. CSD is only as good as the service it provides to the needs of the community. In addition, I, as well as the other Committee members, should serve as "Ambassadors" for the CSD, in order to reach a greater portion of the community, not only to seek input but to clearly identify and champion the District.



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How would you help Cosumnes CSD foster collaborative partnerships that leverage strengths and resources to enhance recreation experiences?

Reaching out to the diverse communities within the District is imperative. Partnerships can only be forged by open and honest communication. As I understand the operating parameters of the Committee, fostering those partnerships would be at the direction of the Board (anything else might impinge on the prerogatives of the Board); however, having sought and having received that direction, the Committee would be in a position to use their own ties to the various communities within the District that they are familiar with to seek out long term partnerships with civic groups, neighborhood associations, etc.

How would you help Cosumnes CSD allocate staff and resources based on sound operational practices to ensure long-term operation and maintainability?

I think, given my experience, that I have an understanding of both short and long-term budgetary issues regarding both operational sustainability and growth. Obviously, this would involve a review of both staffing and resources. These reviews require in-depth review and analysis. I think that I would help the CSD Board in fulfilling their decision-making responsibilities by being a filter or outside lay analyst for what will be an enormous amount of data to review. I have the experience in being a District Manager for the Social Security Administration and in my many community activities.

Please relate any additional goals you have for the Cosumnes CSD and/or the L&L Districts Advisory Committee.

This community is my home and has been for many years. Cosumnes CSD has been an example of a District that does things well. I'd like to contribute to continuing that success in the future. Participating in the L & L Advisory Committee will allow me to do so.



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Are you related to any elected Cosumnes CSD official or staff member? If yes, please explain.

No

Are you involved in any professional or community organizations? If yes, please describe its mission and your position.

Friends of the Elk Grove Library - the mission is to support the continuing operations of the Elk Grove Library, financially and through volunteer efforts. A recent example was manning the Drop-off boxes for ballots cast in the March primary. I currently serve as President of the Board of Directors.

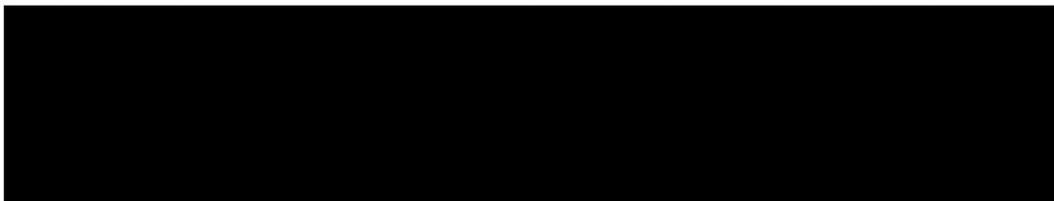
Knights of Columbus - Support the St. Joseph Catholic parish. I serve only as a member.

Is there any other information you wish to provide to the Board of Directors for consideration?

I'd like to thank the Board and the CSD for instituting an L & L Advisory Committee. It certainly shows the continued willingness of CSD to engage in community dialogue, treating the people of the District as partners and valuing the diversity of the community.

How did you find out about the vacancy on this advisory committee? Online

It is the goal of the Cosumnes CSD to achieve racial diversity, equity and inclusion on Advisory Committees. The information collected in this section is not required, and will be used to help achieve this goal.



Signature

Date

3/12/20



8820 Elk Grove Blvd.
Elk Grove, CA 95624

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Landscape & Lighting Districts Advisory Committee Application

Return completed form to Cosumnes CSD, 8820 Elk Grove Blvd, Elk Grove, CA 95624

Name Tausha Creau E-Mail [Redacted]
Home Phone _____ Cell Phone [Redacted]
Address [Redacted] Age [Redacted]
Benefit Zone 14 Gender [Redacted]

Available to attend meetings: Evening Daytime

Current occupation & employer CA Dept of Transportation - Legal Analyst and
(If retired, please indicate former occupation) Realtor - Coldwell Banker

Past & present Cosumnes CSD appointments, offices and positions N/A

Relevant professional and/or community activities As an active member in my
community, I am a member in my Neighborhood Association
Board, volunteer with one school district as well as youth
sports programs. Professionally, I am the Chair of
The Innovations committee for Caltrans Legal Division.

Relevant skills and experience My husband is the Assistant Parks
Manager for a neighboring district. Through him, I
have learned the "ins and outs" of not only parks
maintenance but also community involvement. Also,
my real estate background provides me with an
abundance of knowledge at the City and County levels.
My legal background with a public entity is also beneficial.



Why are you interested in serving on the Landscape & Lighting (L&L) Districts Advisory Committee?

My interest in joining the committee comes from my passion about my community. I pride myself from being an Elk Grove native (mostly) and I'd like to do my part to keep our city safe and beautiful.

How would you help Cosumnes CSD create responsive programs, parks and facilities for Elk Grove's diverse and growing community?

My commitment to outreach within my neighborhood and surrounding areas allows me to use my voice and continuous interaction with our residents to help CSD progress and grow. By helping CSD provide information/education to our community, I plan to create awareness to our CSD programs and plans.

How would you help Cosumnes CSD strengthen parks and recreation facilities for future generations?

If given a certain area of parks, greenbelts and/or street scape to observe, I will provide continuous communication with board members, etc. in order to keep our parks beautiful and growing. I'd also be interested in upcoming neighborhood park builds and ideas.



How would you help Cosumnes CSD foster collaborative partnerships that leverage strengths and resources to enhance recreation experiences?

My current collaborations within my community with neighborhood associations, business owners, youth programs and more, would continue to grow and provide desired attributes for recreation experiences. I would utilize my relationships to help grow the collaboration with CSD.

How would you help Cosumnes CSD allocate staff and resources based on sound operational practices to ensure long-term operation and maintainability?

Using my knowledge gained from witnessing years of experience in the parks and recreation field, I will bring ideas and vision to CSD for ways to utilize the current and future resources for years to come.

Please relate any additional goals you have for the Cosumnes CSD and/or the L&L Districts Advisory Committee.

My main goal of becoming a member is to provide support and insight to the best of my ability to ensure our parks and rec district remains top of its class.



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Are you related to any elected Cosumnes CSD official or staff member? If yes, please explain.

NO

Are you involved in any professional or community organizations? If yes, please describe its mission and your position.

Yes

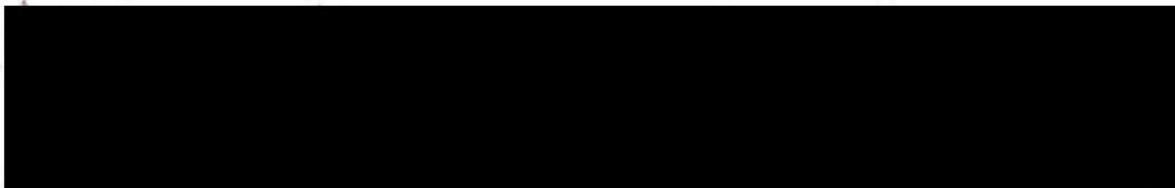
- ① Calteans Legal Division - Innovations Committee: Chair member, I am responsible for running the committee. We brainstorm and vet ideas to provide to executive management to enhance our division.
- ② Camden Neighborhood Association Board member. Continue to keep our neighborhood safe and desirable for years to come.

Is there any other information you wish to provide to the Board of Directors for consideration?

I'd be honored if offered an opportunity to be a part of your committee. Thank you for your time and consideration. I believe it is important to keep our community beautiful and safe for all to enjoy, especially during the trying times of Covid.

How did you find out about the vacancy on this advisory committee? I was invited to apply by Steve Sims and Josh Branco.

It is the goal of the Cosumnes CSD to achieve racial diversity, equity and inclusion on Advisory Committees. The information collected in this section is not required, and will be used to help achieve this goal.



Signature Tamara Benz Date 9/16/2020

Attachment B

L&L DISTRICTS ADVISORY COMMITTEE HANDBOOK



Cosumnes CSD
PARKS & RECREATION DEPARTMENT

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I. Overview

Volunteer advisory committees are an integral part of local government, intended to provide advice and recommendations from a resident's perspective. Advisory committees help plan the future of their communities, bringing together disparate views that might not otherwise be heard.

As the size and scope of the Cosumnes Community Services District (District) has grown, so has the need for public engagement and education on matters relating to landscape maintenance and funding. The Landscape & Lighting Districts Advisory Committee (Committee) has been created to improve communication between the District and public regarding these topics.

A. Statement of Purpose

The Committee will be primarily responsible for making recommendations on Landscape & Lighting (L&L) budgets, projects, and planning. Committee members will also provide updates on the status of landscape maintenance in their benefit zone or district, particularly any areas of concern that may need to be addressed by Staff. Furthermore, committee members will assist with the District's L&L funding education outreach and help facilitate volunteer landscape maintenance events in their benefit zone.

B. Review & Evaluation

The function and activities of the Committee will be periodically reviewed to determine whether its purpose is being fulfilled, and whether it is still necessary.

II. Roles & Responsibilities

District Staff, the L&L Districts Advisory Committee and the Board of Directors all play important roles in providing landscape maintenance services to the public.

A. District Staff

Staff is primarily responsible for providing technical assistance and administrative support. The General Manager, or designee, will appoint a primary Staff Liaison.

The appointed Staff Liaison will:

- Ensure that meeting notifications and recordkeeping occurs consistent with applicable laws.
- Serve as a communication link between the Committee, Staff and the Board of Directors (Board).
- Provide copies of all agendas and minutes the Committee.
- Provide professional guidance and recommendations to the Committee.
- Assist the Committee with research, report preparation and correspondence in keeping with the Committee's Statement of Purpose.

- Present Committee recommendations to the Board if requested by either the committee or the Board.
- Maintain a positive working relationship with the chair and committee members.
- Focus the Committee's efforts on its Statement of Purpose.

B. Landscape & Lighting Districts Advisory Committee

The Committee is primarily responsible for providing technical and policy recommendations to the Board and Staff.

Committee members will:

- Be fair and impartial.
- Be respectful of the public, Staff and other Committee members.
- Offer new proposals and recommend changes to existing programs, policies and procedures.
- Respect the limitations of their individual and collective authority. The role of the Committee is to advise the Board and/or Staff, and members are not empowered to make final decisions.
- Attempt to reach consensus. If consensus is not possible, and there are strong differing opinions, a minority opinion should be recorded and acknowledged in the Committee's report to the Board.
- Interpret and relay community opinions, attitudes and needs to both Staff and the Board.
- Provide the community with information about District programs, policies, procedures and budgets.
- Educate themselves on topics related to their committee's purpose.

C. Board of Directors

The Board is the District's governing body, and is responsible for formulating and approving policies for the operation, control, administration, and planning of the District's facilities and activities. The Board will provide direction to both Staff and the Committee.

The Board will also appoint a Board Liaison to serve as the point of contact between the Committee and the Board. The Board Liaison is not required to attend Committee meetings.

III. Recruitment & Appointment

An annual recruitment will be undertaken to fill all scheduled vacancies occurring the following year.

A. Recruitment Procedures

- The District will annually, on or before December 31, publish a list of vacancies and anticipated vacancies. The list will be known as the Local Appointments List.

- The listing will state the title and term of office of each position, the membership requirements, and contact information for obtaining additional information and/or submitting an application.
- The listing will also state the incumbent appointee for each position, including the date of appointment and the date the term expires.
- The listing will be posted at District facilities, on the District website and be made available to local media.
- Interested persons must submit an application in accordance with the deadlines established by the listing.
- Recruitments for partial-term vacancies will be held as needed if an unexpected vacancy occurs.

B. Membership Qualifications

- Each member must live within the Benefit Zone or L&L District they are appointed to represent.
- Staff may not serve on the Committee, except as an advisor or Staff Liaison.
- Youth members must live within the District's park and recreation service area boundary, and have attained the grade level of freshman, sophomore or junior by the time of their appointment.

C. Appointment Procedure

Committee appointments will be made by a motion of the Board, and each applicant will be notified of the Board's decision by mail.

D. Selection Criteria

Committee applicants will be evaluated using the following criteria:

- Knowledge & Experience – The Board will consider both applicable experience, and knowledge relevant to the Committee's purpose when making appointments.
- Public Service – The Board will consider past and present community service, especially leadership roles and experience on other boards and committees.
- Committee Composition – The Board will consider the Committee's composition when making appointments. The District desires that the Committee be composed of members that are both representative, and inclusive of our diverse community.

E. Term of Office & Reappointment

- The term of office for Committee members will be for three years. The terms will be staggered so that as near as possible, one-third of each committee's membership will expire each year.
- The term of office for the youth member will be for one year.
- Members may serve for no more than two consecutive terms. However, they may be reappointed after a one-year break in service. Exceptions may be made if there are no other qualified applicants.

IV. Operating Procedures

Any procedural matter or controversy not specifically addressed in this handbook will be governed by the most current edition of *Robert's Rules of Order*.

A. Work Plan

- Staff will develop an annual Work Plan for the Committee based on the District's Strategic Plan and the Elk Grove Plan for Play. A draft will be presented to the Committee for input and revision. Once completed, the Committee's Work Plan will be presented to the Board for review, possible amendment and approval.
- The Committee may not direct Staff to perform work not related to the Work Plan unless approved by the General Manager or Board.
- Substantive changes to the Work Plan must be approved by the Board.

B. Number of Members

The Committee will consist of ~~16 members~~, at least one youth member who resides in the District and at least one member from each of the following Benefit Zones:

- Zone 1 – Laguna
- Zone 3 – Elk Grove/West Vineyard
- Zone 4 – West Laguna
- Zone 5 – Lakeside
- Zone 6 – Central Elk Grove
- Zone 8 – Other Rural/Laguna Ridge
- Zone 11 – East Elk Grove
- Zone 12 – Stonelake
- Zone 13 – East Franklin
- Zone 14 (2 & 9a) – Camden Park
- Zone 15 – Vista Creek Park
- Zone 16 (9b) – Fallbrook/Park Lane/Britschgi
- Zone 18 (9c) – Hampton Village
- Zone 19 – Camden Estates & Camden Pointe
- Zone 20 – Perry Ranch

C. Internal Organization

- The Committee will elect from its membership a Chairperson to serve for one year. The Chairperson may be reelected once, for a total of two consecutive years, before a one-year break in service is required.
- The Chairperson will ensure that all members have an opportunity to share their knowledge and perspective.
- The Committee may also elect other officers as deemed necessary by the membership.

D. Meeting Schedule

The Committee will meet every other month and will establish a regular meeting place, day and time. The meeting place and date may change periodically with the consensus of the Committee and proper notice to the public. Special meetings of the Committee may be called at any time by the presiding officer or by a majority of the

members of the Committee. All Committee meetings will be conducted in public session, and the public will be notified in accordance with all applicable laws.

V. Requirements

Regular attendance and accurate record keeping are necessary for the Committee's success.

A. Attendance Requirements

- Committee members will attend at least 75% of the regular meetings.
- An absence may be excused by a majority vote of the Committee.
- Members who have two consecutive unexcused absences may be dismissed by the Board.
- Members who miss more than 25% of the regular meetings in a calendar year, without an excuse, may be dismissed by the Board.

B. Reporting Requirements

- All reports and recommendations will be written in clear and concise language.
- Proposed policies and recommendations will be viable, cost-effective and identify the reasoning behind them.
- The Committee will prepare an annual Informational Report for the Board of Directors, to include at minimum: a description of activities, a list of members and their terms of office, and any general recommendations.

C. Record Keeping Requirements

- The Committee will appoint a member to take formal minutes of their meetings, or the minute responsibility may be delegated to the Staff Liaison. A copy of all minutes will be filed with the Board Clerk as the official record.
- All recommendations and final reports to the Board of Directors be presented at a regular Board Meeting either in-person by a designated representative of the Committee or Staff Liaison, or in writing.
- A copy of the written report or recommendation will be submitted to the Board Clerk by the agenda cut off time.

VI. Applicable Regulations

All Committee members must submit a complete Form 700 at the time of their appointment. The Committee, and its members must comply with all applicable state and local statutes.

A. Ralph M. Brown Act

The following measures will be taken to comply with the Brown Act:

- All Committee meetings will be open to the public.
- The agenda will be posted at least 72 hours prior to a Committee meeting.

- Deliberation and/or action will only be taken on topics placed on the public agenda.
- The public will have the opportunity to address the Committee before any vote is taken.
- The public will have the opportunity to address the Committee on any item of interest that is within the jurisdiction of the Committee.

B. Maddy Act

The Local Appointment List will be published annually, on or before December 31, in accordance with the Maddy Act. The list will include all boards, commissions, and committees whose members serve at the pleasure of the Board, and the necessary qualifications for each position.

C. Government Code §1090

Committee members may not be involved in the making of any contract in which they have a financial interest, and may not be a party to any purchase or sale made by the member in their official capacity.

STAFF REPORT

DATE: October 21, 2020
TO: Board of Directors
FROM: Joshua Green, General Manager



SUBJECT: APPROVAL OF PARKS & RECREATION ADMINISTRATOR CONTRACT

RECOMMENDATION

The Board of Directors authorizes the General Manager to execute an employment contract with Phillip Lewis for the position of Parks and Recreation Administrator.

BACKGROUND/ANALYSIS

The District contracted with recruitment firm Peckham & McKenney to conduct a national recruitment process for its next Parks and Recreation Administrator. The District also conducted an extensive outreach and recruitment process by advertising the position on NRPA, CPRS, CSDA, ICMA, Sacramento Black Chamber of Commerce, Sacramento Employment and Training Agency, Governmentjobs.com, Careers in Government (with cross posts in DEI markets including African American, Asian, Latino, LGBTQ+, Veterans, Women, Retirement, Disability), Daily Dispatch, LinkedIn, Pro Able, Western Cities, and the Professional Diversity Network (which encompasses the following sites: iHispano, BlackCareerNetwork, WomensCareerChannel, Military2Career, ProAble, AsianCareers, OutProNet, and Prodivnet).

The District received 67 applicants, with 63% from California and 37% from out-of-state. After multiple rounds of interviews, the District issued a conditional offer of employment to Phillip Lewis. Mr. Lewis will be able to join the District beginning Wednesday November 18, 2020.

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

Respectfully submitted,

Joshua Green
General Manager

Attachment: Parks and Recreation Administrator Contract

Approved as to Form:

General Counsel

Attachment 1

**EMPLOYMENT CONTRACT
BETWEEN
PHILLIP LEWIS
AND THE
COSUMNES COMMUNITY SERVICES DISTRICT**

This Employment Contract (“Contract”) is dated October 21, 2020, for reference purposes only, and is entered into by and between the General Manager, on behalf of the Cosumnes Community Services District (“District”) and Phillip Lewis (“Employee”).

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION AND THE PROMISES, AND COVENANTS OF DISTRICT AND EMPLOYEE SET FORTH IN THIS CONTRACT, DISTRICT AND EMPLOYEE AGREE AS FOLLOWS:

I. TERM.

- A. Employee, in consideration of the compensation set forth in this Contract, shall serve as the Parks and Recreation Administrator for the District, commencing on November 18, 2020. This Contract shall thereafter continue in full force and effect for an on-going and indefinite term until such time as either party terminates this Contract pursuant to the provisions hereof. Notwithstanding, the foregoing, Employee’s employment as Parks and Recreation Administrator shall be at will. This means that employee may be terminated from his employment with the District at any time, without cause, and without notice, subject to the provisions hereof.

II. COMPENSATION.

- A. Base Salary. District agrees to pay Employee an annual base salary for services rendered in the amount of One Hundred Seventy One Thousand Six Hundred Seventy Two Dollars (\$171,672). Salary shall be payable in installments on periodic paydays established by the District at the same time that the other employees of the District are paid and subject to all appropriate deductions and withholdings.
- B. Salary Adjustments. Employee shall receive annual compensation cost of living increases, effective the first day of July, commencing July 1, 2021 to the Base Salary at a rate equal to the February Annual Consumer Price Index - West Region as published by the U.S. Department of Labor, Bureau of Labor Statistics (CPI), based on the amount of Employee’s salary as may be adjusted from time to time. Employee’s salary shall not be adjusted downward as a result of a decrease in the above-referenced Consumer Price Index.
- C. Step Increase. If applicable, on or after each December 1 of this Contract, commencing December 1, 2021, the General Manager shall determine whether Employee shall receive a step increase as a result of Employee’s performance for the preceding year of service. Employee is not guaranteed any step increase. The decision of whether to provide a step increase is committed to the discretion of the General Manager.

III. PROFESSIONAL DUTIES AND RESPONSIBILITIES.

- A. Parks and Recreation Administrator. Employee shall serve as the Parks and

Recreation Administrator, and as such shall be responsible for the District Parks and Recreation Department, and shall provide the duties and responsibilities of the Parks and Recreation Administrator, as set forth in Appendix "A," which may be amended from time to time by written mutual agreement of Employee and the General Manager. As Parks and Recreation Administrator, Employee shall report to, and is directly accountable to the General Manager.

- B. Professional Duties. Employee shall perform all duties prescribed by the laws, rules and regulations of the State of California and the Board and shall carry out all lawful directions of the General Manager and the Board.
- C. Full-Time Employment. The position of Parks and Recreation Administrator is a full-time position, and Employee is expected to devote the whole of his working time, skill, experience, knowledge, energy, attention, and best effort exclusively to the District's business and affairs. As a result, Employee shall not engage in any off-duty activity or employment that interferes with the legitimate interests of the District or the employee's ability to perform the duties and responsibilities set forth herein. Any outside employment shall require advance written approval of the General Manager.
- D. Conflicts of Interest. Employee is specifically informed that he must avoid situations involving actual or potential conflicts of interest. By way of illustration and not limitation, supervisor-subordinate romantic or close personal relationships with subordinates pose a conflict of interest for the District because they could adversely affect morale and productivity, because they could reflect poor business judgment, and because they may increase the District's risk of liability.

IV. DUTY - NONDUTY DAYS AND OTHER BENEFITS.

- A. Regular Service. Employee shall be required to render service to the District during the Term of this Contract at a level necessary to satisfy and fulfill the requirements of the Employment. Employee work schedule shall be subject to the direction and prior approval of the General Manager.
- B. Annual Vacation
 - 1. Employee shall be afforded paid vacation in accordance with the Employee Handbook of the Cosumnes Community Services District. Notwithstanding the foregoing, Employee shall be entitled to a one-time credit of forty (40) hours of vacation leave available on the commencement of Employee's employment, as set forth in Section I.A.
 - 2. At the conclusion of this Contract, or in the event of early termination (see Article IX), Employee shall be entitled to full compensation for all accrued and unused vacation.
 - 3. The General Manager reserves the right to direct the use of vacation by Employee.
 - 4. Employee may elect to cash-out vacation hours in accordance with the following conditions:

- (a) On or before December 1 of each calendar year, Employee may elect to cash-out up to the full amount of vacation he will accrue during the following calendar year (“the Accrual Period”).
- (b) This option for a cash-out is optional. Employee does not have to cash-out any vacation hours. If Employee elects to cash-out any vacation hours, he should complete a cash-out election form provided by the District.
- (c) Employee’s election is final. Once Employee decides to cash-out vacation from the Accrual Period, that election cannot be changed.
- (d) The District will pay the cash-out in accordance with the following and on the following dates (“Cash-Out Date”): If Employee elects to cash-out 100% of his accrued vacation for the Accrual Period, 50% of that accrual will be paid in June, and the remainder will be paid in December. If Employee elects to cash-out 50% or less of his vacation accrual for the Accrual Period, then the entire amount will be cashed-out in June.
- (e) If Employee’s employment ends before the Cash-Out Date, then Employee is only eligible for payment of the time actually accrued on a pro rata basis during the Accrual Period.
- (f) Vacation will be paid out at Employee’s standard rate of pay in effect at the time the vacation is paid.
- (g) If the amount of unused vacation hours accrued during the Accrual Period remaining on the Cash-Out Date is less than the amount of hours that Employee elected to cash-out, the District shall adjust the election to be consistent with the remaining hours.

C. Sick Leave

- 1. Employee shall be afforded sick leave in accordance with the Employee Handbook of the Cosumnes Community Services District.
- 2. There shall be no cash compensation for unused sick leave upon termination of Employee’s employment with the District.
- 3. Unused sick leave benefits shall be converted for retirement credit as provided for in Section 20965 of the Government Code, under the Public Employee’s Retirement Law.

D. Other Leaves, Retirement and Health and Welfare Benefits

- 1. Leave. Employee shall be provided with such other leaves, holidays, retirement and health and welfare benefits as are provided in accordance with the Full-Time Employee Handbook of the District.

2. CalPERS. The District contracts with the California Public Employees' Retirement System ("CalPERS") for retirement benefits. Employee will be entitled to those benefits under the terms of the contract between the District and CalPERS. The applicable retirement formula will be determined by CalPERS after the District has enrolled Employee into CalPERS. If Employee is deemed a classic member, Employee shall pay the normal member contribution in accordance with the District's policies. If Employee is deemed a new member, Employee shall pay any and all contributions required of new members under the applicable provisions of law. Employee shall complete the "Member Reciprocal Self-Certification Form" and submit the form to the District within ten (10) business days after employment has commenced.
3. Administrative Leave. Employee shall be entitled to one hundred twenty (120) hours of administrative leave per fiscal year in recognition of after-hours business commitments. Employee may not carry over any administrative leave bank balance past June 30 of each year. Any unused Administrative Leave will be cashed out in Employee's final paycheck of each fiscal year.
4. Retiree Medical Benefit. Subject to Employee meeting eligibility requirements to enroll in a CalPERS health benefit plan, the Employee shall be entitled to a retiree health benefit available to District employees classified as Tier 4 employees. The retiree benefit available to Tier 4 employees shall be as set forth in the Full-Time Employee Handbook of the District.
5. Retiree Health Trust Account Contributions. Effective January 1, 2021 Employee shall contribute two percent (2%) of his base salary toward the California Employers' Benefit Trust to fund the Other Post-Employee Benefits ("OPEB") liability related to retiree medical costs. Contributions made toward the Trust shall be on a pre-tax basis.
6. Deferred Compensation. District shall match 100% of Employee's contributions to an IRC § 457 deferred compensation plan (or equivalent plan offered by the District if Employee so chooses in lieu of a §457 plan), up to the contribution limit for elective deferrals to the plan. This provision is unique to Employee and shall not serve as precedent for any future District employee contracts.

V. GOALS AND OBJECTIVES.

- A. At the discretion of the General Manager, Employee and the General Manager may, at least once during each fiscal year, meet to establish the District's goals and objectives for Employee for the subsequent fiscal year.

VI. EVALUATION.

- A. Annually, or at such other time as desired by the General Manager, the General Manager and Employee shall meet to evaluate the performance of Employee. Nothing in this Contract is to be construed to require General Manager to evaluate Employee

solely upon the performance standards, if any, mentioned above, nor to limit the discretion of the General Manager to evaluate Employee as it deems necessary in the sole discretion of the General Manager.

- B. If General Manager determines that performance of Employee is unsatisfactory in any respect, a written report shall describe such unsatisfactory performance in reasonable detail. The evaluation shall include recommendations for improvement in all areas where the General Manager deems performance to be unsatisfactory and will include timeline expectations for corrective actions. In such cases, the Employee shall have the right to make a written response to the report within twenty (20) days.

VII. PROFESSIONAL GROWTH.

- A. The District encourages the continuing professional growth of Employee through participating in:
 - 1. The operations, programs and other activities conducted or sponsored by local, state and national associations related to community services districts;
 - 2. Seminars and courses offered by public or private educational institutions;
 - 3. Informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of Employee to perform professional responsibilities for District; and
 - 4. Community Service Organizations.
- B. Employee shall be permitted a reasonable amount of release time to attend such matters and District shall pay, in accordance with policy, necessary travel, registration/tuition and subsistence expenses, and other District costs of such participation.
- C. In all cases, advance written approval shall be obtained from the General Manager as a condition of receiving reimbursement.

VIII. EXPENSE REIMBURSEMENT AND STIPENDS.

- A. General. Employee shall be reimbursed for all actual and necessary expenses incurred within the scope of employment. Reimbursement shall be in accordance with District policy.
- B. Transportation. Employee shall be provided with a transportation allowance of Four Hundred Dollars (\$400.00) per month.
- C. Professional Organizations and Committees. District shall pay membership fees for Employee in various professional organizations and committees subject to prior approval by the General Manager. Employee shall be encouraged to participate in such activities.
- D. Technology. District shall provide Employee with a technology allowance of One

Hundred Fifty Dollars (\$150.00) per month to ensure constant District access by telephone and email.

- E. CPRP or CPRE Certification. District shall provide Employee with a stipend of Three Hundred Fifty Dollars (\$350) per month for possession of a certification and designation from the National Recreation and Park Association (NRPA) as either a: (i) Certified Park and Recreation Professional (CPRP), or (ii) Certified Park and Recreation Executive (CPRE).

IX. TERMINATION OF CONTRACT; SEVERANCE

Employee understands and agrees that he has no constitutionally protected property or other interest in employment as Parks and Recreation Administrator. Employee understands and agrees that he works at the will and pleasure of the District, and that he may be terminated, or asked to resign, at any time, with or without cause in accordance with the provisions below. This Contract may be terminated by:

- A. Mutual agreement of the parties.
- B. Retirement /Resignation of Employee. Employee may voluntarily terminate employment at any time by giving not less than sixty (60) days' notice.
- C. By the District with Cause.
 - 1. In the event of discharge for cause, which shall be defined as conduct which is seriously prejudicial to District, this Contract may be terminated. This shall include by way of illustration and not limitation: unprofessional conduct, neglect of duty, or a breach of this Contract.
 - 2. Should the General Manager elect to terminate this Contract pursuant to this section, the General Manager shall notify Employee in writing. General Manager shall serve upon Employee a reasonably detailed statement of the reasons compelling termination.
 - 3. Progressive discipline may be utilized by the General Manager in lieu of discharge for cause. Such use is, however, at the sole discretion of the General Manager.
- D. For Cause by Employee.
- E. By the District/Buy-Out Provision.
 - 1. Notwithstanding any other provision of this Contract, the General Manager shall have the sole right to terminate this Contract without cause.
 - (a) The Employee shall be given written notice of the intent to implement this Buy-Out Provision.
 - (b) If this Contract is terminated, except pursuant to Sections A, B, C,

or D above, the Employee shall receive a one-time, lump sum cash payment equivalent to the sum of Employee's then-current base monthly salary multiplied by six (6) as severance pay. Eligibility for such severance payment is expressly conditioned upon Employee's execution of (i) a waiver and release of any and all of his claims against District (in a form substantially similar to the one provided in Appendix "B" hereto), and (ii) a covenant not to sue. All normal payroll taxes and withholdings are required by law shall be made with respect to any amounts paid under this section. Payment shall be made to the Employee within seventy-two (72) hours of the effective date of the waiver and release unless otherwise provided in the waiver and release agreement. Both District and Employee agree that this shall be the sole and exclusive remedy for termination of the Contract pursuant to this provision.

- F. Statutory Requirements. This Contract shall be deemed to incorporate by reference and abide by the provisions of Sections 53260 et seq. of the Government Code, as it may be amended or renumbered.

X. MISCELLANEOUS.

- A. District, in consultation with Employee, shall fix any other terms and conditions of employment as District may determine from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Contract, or any law. No such terms and conditions shall be binding upon the parties to this Contract unless and until they are reduced to writing and signed by both parties. Neither party may rely upon such terms and conditions without such an executed writing.
- B. Unless otherwise specifically provided herein, all provisions of the regulations and rules of District relating to vacation and sick leave, retirement contributions, health benefits, holidays and other fringe benefits and working conditions as they now exist or hereafter may be amended, also shall apply to Employee as they would to other District Non-Represented employees. Except for terms expressly addressed by this Contract, all other terms of the District's Personnel Rules and Procedures and benefits programs shall apply. To the extent there is an inconsistency between the Personnel Rules and Procedures or benefits programs, the terms of this Contract shall apply.

XI. NOTICES.

- A. Notices pursuant to this Contract shall be in writing given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

DISTRICT
General Manager
Cosumnes Community Services District
8820 Elk Grove Blvd.

Elk Grove, CA 95624

EMPLOYEE

Phillip Lewis

Employee's address on file with the District's Human Resources Department.

- B. Alternatively, notices required pursuant to this Contract may be personally served in the same manner as is applicable to the civil judicial process. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service or into a traceable overnight delivery service (e.g. Federal Express or similar).

XII. BONDING/INDEMNIFICATION.

- A. District shall bear the full cost of any fidelity or other bonds required of Employee under any law or ordinance. The District shall defend, hold harmless, and indemnify Employee against any tort, civil rights, personnel, discrimination, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act of omission occurring in the performance of Employee's duties in accordance with the provisions of California Government Code Section 825 and provide a defense in accordance with California Government Code Section 995. The District may decline to defend and/or indemnify only as permitted by the California Government Code. The District may compromise and settle any such claim or suit and pay the amount of any settlement or judgment therefrom. This provision shall survive any termination or resignation of the Employee or expiration of this Contract. This section is not intended to provide any rights in excess of those rights provided by state law.

XIII. GENERAL PROVISIONS.

- A. This Contract is the full and complete Contract between the parties. It can be changed or modified only by writing, signed by the parties or their successors in interest to this Contract.
- B. Except as modified herein, this Contract is subject to all applicable laws of the State of California and to the lawful rules and regulations of the Board of the Cosumnes Community Services District. Said laws, rules and regulations, and policies, to the extent they have not been lawfully superseded by this Contract, are hereby made a part of the terms and conditions of this Contract as though fully set forth herein.
- C. The unenforceability, invalidity, or illegality of any provision of this Contract shall not render the other provisions unenforceable, invalid or illegal.
- D. Employee is an at-will employee of the District. Upon the termination in accordance with Article IX, Employee shall have no additional employment rights with the District.
- E. This Contract may be modified or amended, or any of its provisions waived, only by a subsequent written agreement executed by each of the parties. The parties agree that this requirement for written modifications cannot be waived and any attempted

waiver shall be void.

IN WITNESS HERETO, we affix our signatures to this Contract as the full and complete understanding of the relationships between the parties hereto.

FOR THE COSUMNES COMMUNITY SERVICES DISTRICT:

JOSHUA M. GREEN
GENERAL MANAGER

DATE

ACCEPTANCE:

I hereby accept the terms and conditions of this Contract and agree to comply with the conditions thereof and to fulfill all of the duties of employment as set forth herein.

PHILLIP LEWIS

DATE

PARKS AND RECREATION ADMINISTRATOR

DUTIES AND RESPONSIBILITIES

[Attached behind this cover page]

Class Title: Parks and Recreation Administrator

DESCRIPTION:

Under administrative direction, serves as the principal leader and administrator of the Parks and Recreation Department; plans, organizes, reviews and provides administrative direction to Department activities and operations, construction, maintenance, and acquisition of open space, parks, golf courses, recreation areas, parkways, landscape areas, and related facilities and buildings; provides direct oversight of recreation and community programs; advises and makes recommendations to the Board of Directors through the General Manager regarding Department operations; assures and enforces applicable federal, state and local laws, ordinances, codes and Board policies; serves as a member of the District Strategic Management Team.

This is a single-incumbent executive management classification. The classification of Administrator of Parks and Recreation is distinguished from other Parks and Recreation management classifications by its level and degree of responsibility of broad oversight of all Department functions. The incumbent in this classification has extensive contact with public officials, state/federal/local agencies, other public/private organizations, and the general public, and is responsible for the development and implementation of programs designed to provide quality services within the Department's service area.

DUTIES AND RESPONSIBILITIES:

Note: The following duties are intended only as illustrations of the various types of work that may be performed. The omission of a specific statement on duties does not exclude them from the position if the work is similar, related or a logical assignment to the position. Each individual in the classification does not necessarily perform all the duties listed. Employees may perform other related duties at an equivalent level as required.

GENERAL DUTIES

- Work closely with the General Manager in setting and carrying out the District's vision, mission, and objectives for the Parks and Recreation Department; including, but not limited to, long-range strategic planning, financial management, and administration of policies, procedures, programs, goals, and objectives unique to the Department.
- Participates as a member of the District's Strategic Management Team; provides assistance to the General Manager and the District Board on parks and recreation service-related matters; supports driving business strategy development by assessing risks, noting opportunities for expansion, setting overall goals and metrics, and proposing projects or systems to optimize performance and revenue to move the District forward.
- Directs and/or participates in the preparation of complex statistical and narrative reports, correspondence, and other documents, including those required by law; makes presentations to the Board of Directors as required; performs special projects as assigned.
- Represent the District and the Department to the public, elected officials, other agencies, jurisdictions, committees, community groups, and organizations; make presentations; chair and participate in meetings and committees; improve District operations; manage contract negotiations and development projects; conduct community outreach; participate in major development projects; provides staff assistance to the Board of Directors; maintain constructive media relations; respond to sensitive citizen and media questions, feedback, and requests for information.
- Prepare strategic plans and annual work plans; develop and execute special projects impacting Department operations and activities; develop, implement, improve, monitor, and evaluate programs, projects, workflows, methods, and work products in accordance with District and Department plans, budgets, and policies.

- Provide leadership that attracts, develops, and retains diverse, highly competent, service-oriented workforce who support the District's and the Department's vision, mission, objectives, and service expectations; create and promote and create an equitable workplace that demonstrates an environment respectful of living and working in a multicultural society; ensures that employees are provided with guidance and opportunity to correct deficiencies, and appropriate discipline procedures are implemented.
- Manage the development and administration of the Department annual budget; direct the forecast of additional funds needed for staffing, equipment, materials, and supplies; direct the monitoring of and approves expenditures; direct and implement adjustments as necessary; evaluate new revenue generating and cost saving initiatives.
- Perform various related essential duties as required.

LOCAL GOVERNMENT POLICIES/PRACTICES

- Monitor changes in state and federal laws, regulations, and technology that may affect District or Department operations; implement policy and procedural changes as required.
- Ensures compliance with the Americans with Disabilities Act as it relates to District recreation and park facilities, programs and activities.
- Participate, support, and assist in the negotiation of contracts and agreements, including labor contracts and Collective Bargaining efforts.
- Review and analyze pertinent statutes, regulations, ordinances, and policies in terms of impact on Department programs; ensure compliance.
- Oversee contractual agreements for the Department and evaluates contract renewals and changes; inspect and evaluate the work of the District contractors.

SERVICE DELIVERY

- Plan, organize, manage, lead and direct the overall operations of the Parks and Recreation Department including, but not limited to, those services related to park and open space development/operations/maintenance, recreational and leisure programs/activities, and special events.
- Develop, plan, and implement Department goals and objectives in accordance with the core purpose, mission, vision, and values of the organization; develop, recommend, and administer policies and procedures; establish priorities; ascertain present and future needs for areas, facilities and programs; monitor the efficiency and effectiveness of Department work products through quality control and related activities.
- Direct the acquisition, planning, construction, improvements and maintenance of all areas and facilities, which are the responsibility of the Department.
- Create and suggest new and expanded programs, concepts and other opportunities for revenue enhancement for the Department.
- Work with other agencies to develop long range plans for parks and recreation facilities for specific plan areas; ensure that District standards for park and/or land acquisitions and improvements are obtained.
- Review and implement departmental organizational and operational studies and investigations; direct modifications to programs, policies, and procedures as appropriate.

SUPERVISION AND MANAGEMENT

- Supervise personnel including recruiting, interviewing, selecting new employees, training, allocating personnel, assigning, planning and reviewing work, recommending salary step increases, acting on employee problems and recommending transfers/promotions, discipline and termination; promotes opportunities for career training for all personnel; instructs staff in policies and procedures and directs supervisory staff in training activity by means of staff meetings, conferences and individual direction;

- Direct and facilitates the Department management team; represents Department interests and operations at regular meetings to ensure efficient and cost-effective operations of the Department;
- Ensure that all personnel are informed of District and Department policies, and works through subordinate managers to ensure adherence to policies.

COMMUNITY ENGAGEMENT

- Coordinate activities with City officials, other City departments, outside agencies and community-based organizations as appropriate; participates on committees and boards and in community activities; attends meetings, conferences, and workshops as appropriate;
- Act as a community liaison and represents the Department; gives reports at community and other public meetings and task force meetings.

MINIMUM QUALIFICATIONS:

Any equivalent combination of training and experience which provides the required skills, knowledge, and abilities may be considered qualifying at the sole discretion of the District. The education or experience requirements may be modified or waived at the sole discretion of the General Manager. At least one of the education or experience requirements must be met; however, both requirements cannot be modified or waived. A typical way to obtain the knowledge, skills and abilities:

EDUCATION AND TRAINING

- A Bachelor's degree from a four-year accredited college or university in business administration, public administration, recreation administration or related field or a closely related field.
- A Master's degree in Business Administration, Public Administration, or Parks, Recreation & Tourism Management preferred.
- Certification as a Certified Park and Recreation Professional or Certified Park and Recreation Executive through the National Recreation and Parks Association is desirable.

EXPERIENCE

- Ten (10) years of increasingly responsible park and recreation management experience including administrative/management experience that includes responsibility for staff supervision, budgeting, program planning, promotional activities; a minimum of three (3) years of responsibility for operations and/or maintenance functions and three (3) years of responsibility for recreation and/or community programming is desirable.

SPECIAL REQUIREMENTS

- Must possess a valid California class "C" driver's license, with a satisfactory driving record as determined by the District and maintain it throughout employment.

KNOWLEDGE OF

- Principles and practices of strategic leadership in public administration related to the mission and purpose of the public recreation and parks industry.
- Theories, principles, procedures, standards, practices, information sources, and trends in the field of recreation and leisure activity programs.
- Principles of management, supervision, training, performance evaluation, and discipline.
- Knowledge of relevant federal, state, and local laws, statutes, regulations, and ordinances, and the ability to analyze, interpret, explain, and apply them.

- Principles of contract administration procedures, park design concepts and park master planning.
- Methods, terminology, principals, techniques, and materials used in the construction, maintenance and repair of parks, landscaping, and associated facilities, including environmental and sustainability practices.
- Methods and procedures involved in budget preparation, justification and control.
- Principles and administration of program and budget administration, including Mello-Roos Districts, Landscaping and Lighting Act Districts, land development fees, Quimby Act fees and federal and state grants.
- Public recreation facility management operations and techniques.
- Principles of land use and development planning functions.
- Current methods, techniques, principles, and procedures used in good internal and external customer service.
- Computer database programs, desktop publishing and word processing in currently used programs such as Microsoft Outlook, Word, and Excel.

ABILITY TO

- Apply analytic and problem-solving skills to independently develop sound decisions, conclusions, and recommendations.
- Manage functions and operations, including personnel management and budget administration, and apply program practices to diverse and complex District services.
- Establish and maintain effective working relationships with those contacted in the course of work, including other governmental agencies, non-profits, labor partners, colleagues, media, and the public; demonstrate tact, diplomacy, and patience; gain cooperation through discussion and collaboration.
- Communicate effectively, both verbally and in writing; present information, proposals, and recommendations clearly and persuasively in public settings.
- Collaborate with communities of color and people traditionally underrepresented in local decision-making; facilitate inclusive participation in programs and activities; communicate cross-culturally.
- Manage a multicultural workforce, promote an equitable workplace environment, and apply equitable program practices to District services.
- Interpret, analyze and advise District staff on industry-related laws, rules, regulations, ordinances, and policies.
- Balance the business needs of multiple customers and fulfillment of those needs with consideration of broader organizational, business, legal and community issues and requirements.
- Comprehend and prepare reports and forms such as accident and incident reports, inventory lists, budget documents, correspondence, attendance records, news releases, e-mail, policy manuals, timesheets, procedure manuals, and calendars.
- Identify and determine the nature of potential safety hazards and correct or institute corrective courses of action.
- Apply administrative and technical knowledge to assure compliance with contracts; follow proper inspection techniques to examine workmanship and materials; detect deviations from plans, regulations, and standard construction practices.

PHYSICAL DEMANDS AND WORKING CONDITIONS:

PHYSICAL REQUIREMENTS

- Mobility: frequent use of keyboard; frequent sitting at desk and in meetings for long periods of time; occasionally reaching and twisting to reach equipment surrounding desk; occasional walking, standing, bending, stooping, and squatting; occasional pushing, pulling or lifting up to fifty (50) pounds.

- Vision: constant use of overall vision; frequent computer use; occasional color and depth vision.
- Dexterity: frequent repetitive motion; frequent writing; frequent grasping, holding and reaching; frequent operation of office equipment, clerical and financial calculation instruments; occasional operation of equipment such as, but not limited to, irrigation controls, hand and power tools.
- Emotional/Psychological: Constant concentration and decision making; frequent ability to exercise sound judgment under stress; public contact; frequent to moderate working alone.
- Environmental Conditions: Constant work within an office environment.
- Driving: ability to use fine and gross motor coordination for driving a variety of vehicles and equipment such as, but not limited to, car, pick-up, and equipment trailer.

TYPICAL WORKING CONDITIONS

Work is typically performed in an indoor office environment. Occasional work is performed outside in various types of weather; Incumbents may be exposed to noise, moisture, dust, vibrations, heat and cold. Work may require travel to and from off-site locations throughout the District.

SUPERVISION RECIEVED AND EXERCISED:

Receives general direction from the General Manager. The Administrator of Parks and Recreation works independently, exercises judgment and initiative, and carries out District and Board policies, receiving only general instruction or assistance. This position provides direct supervision to subordinate managers. May act as a project leader or provide supervision to assigned lower level administrative workers in other areas on a case by case basis.

SALARY SCHEDULE:

Effective 07/01/2020

Step	Monthly	Annual
1	\$13,625	\$163,500
2	\$14,306	\$171,672
3	\$15,021	\$180,252
4	\$15,772	\$189,264

FLSA STATUS: Full-time, Exempt

Appendix "B"

This document is being provided as a sample severance and release agreement, illustrating the general content and scope of the waivers and releases that will be required as a condition of any severance/buy-out payment pursuant to the Employment Agreement. The specific terms of the severance and release agreement that Employee will be presented and expected to sign as a condition of receiving severance allowed for in the Employment Agreement may be modified as appropriate for the factual scenario.

SEVERANCE AND RELEASE AGREEMENT

This Severance and Release Agreement ("Agreement") is made as of [insert date], between Cosumnes Community Services District ("District"), and XXXXX ("Employee").

RECITALS

- A. Employee has been employed with the District under an employment agreement effective XXXXX ("Employment Agreement");
- B. The Employment Agreement is now ending, and the Parties desire to resolve all issues related to Employee's employment;

NOW, THEREFORE, District and Employee, in consideration of the mutual covenants and agreements herein, agree as follows:

AGREEMENT

1. Separation Date.

Employee's employment with the District will cease on [insert date] (the "Separation Date").

2. Separation Terms.

As of the Effective Date of this Agreement, the following terms of separation shall apply:

- A. If Employee executes this Agreement and does not revoke his signature as provided in Section 15, then pursuant to Section IX of the Employment Agreement, the District will pay to Employee the gross amount of \$ _____ (less all taxes and appropriate deductions) which is the equivalent of six (6) months' base salary at current compensation levels. Such amount will be paid in equal installments at the periodic pay periods when other District employees are paid.
- B. Employee's participation in District-sponsored benefits (including medical coverage) will end as of the last day of the month in which his separation occurs. Under separate cover, Employee will receive information about his right to benefit continuation under COBRA at his own expense if he elects to continue coverage.
- C. All payments under this Agreement are subject to applicable payroll taxes and

withholdings, whether state or federal.

- D. No later than the payroll cycle immediately following the Separation Date above, Employee will be paid earned wages through the Separation Date, and will be paid the cash value of any accrued but unused vacation hours and other earned benefits. Employee expressly warrants and agrees that, as of the date of executing this Agreement, he does not dispute as inaccurate any wages previously paid to her.

3. Confidentiality.

District agrees that, absent written authorization from Employee, it will release to prospective employers or to other third parties only Employee's dates of employment, positions held, and salary. Other employment information about Employee (including, but not limited to, this Agreement) will be released by the District only (a) with Employee's written consent, (b) to refute or defend a claim initiated by Employee, or (c) as otherwise required by law. However, the Parties acknowledge that a proper Public Records Act request may require this Agreement be disclosed. Further, the District reserves the right to respond with truthful, accurate information upon inquiry by employment-related governmental agencies (e.g. California Public Employees' Retirement System, the California Employment Development Department, Internal Revenue Service, etc.).

4. Waiver of Discrimination Claims.

Employee understands and acknowledges that Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Civil Rights Act of 1991, the Vietnam Era Veterans' Readjustment Assistance Act of 1974, the Americans with Disabilities Act of 1990, the Federal Family and Medical Leave Act of 1993, the California Family Rights Act of 1991, the California Fair Employment and Housing Act, and other statutes provide Employee with the right to bring an action against the District if Employee believes he has been discriminated against based on race, ancestry, creed, color, religion, sex, marital status, national origin, age, status as an individual who has filed a claim for workers' compensation benefits or who has sustained an industrial injury, status as a veteran of the Vietnam era, physical or mental handicap, and/or disability. Employee understands the rights afforded to him under these Acts and agrees that he will not bring any action against the District based on any alleged violation(s) of these Acts.

Employee hereby waives any right to assert a claim for any relief under these Acts, including, but not limited to, back pay, attorney fees, damages, reinstatement, and/or injunctive relief, arising out of his employment with District or the separation from such employment.

5. Waiver of Age Discrimination Claim.

Employee understands and acknowledges that the Age Discrimination in Employment Act of 1967, as amended, provides Employee the right to bring a claim against the District if Employee believes that he has been discriminated against on the basis of age. Employee understands the rights afforded under this Act and agrees that he will not bring any action against the District based on any alleged violation(s) of the Act. Employee hereby waives any right to assert a claim for relief under this Act, including, but not limited to, back pay,

attorney fees, damages, reinstatement, and/or injunctive relief arising out of his employment with District or the separation from such employment.

6. Waiver of Civil Code Section 1542.

The release contained herein is intended to be complete and final and to cover not only claims, demands, liabilities, damages, actions and causes of action which are known, but also claims, demands, liabilities, damages, actions and causes of action which are unknown or which Employee does not suspect to exist in his favor which, if known at the time of executing this Agreement might have affected his actions, and therefore, he expressly waives the benefit of the provisions of section I 542 of the California Civil Code, which provides:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

Employee hereby expressly waives and relinquishes all rights and benefits which he has or may have had under section 1542 of the California Civil Code or the law of any other state, country, or jurisdiction to the same or similar effect to the full extent that he may lawfully waive such rights. As a part of this waiver, Employee expressly waives any right to notice and an opportunity for a hearing or appeal regarding his separation from District employment.

7. Release of Claims; Covenant Not to Sue; Waiver of District Employment.

- G. Employee represents that he has not filed any complaint, grievance, claim, or action against the District or any of its District Board members, officers, agents, directors, employees, or representatives with any state, federal, or local agency, board, arbitrator, or court based on any matters arising out of his employment with the District and/or his separation from District employment.
- H. Except as otherwise set forth in this Agreement, Employee hereby releases and forever discharges the District, its District Board members, officials, directors, agents, attorneys, servants, employees, consultants, successors, assignees, and related entities from any and all claims, liabilities, demands, causes of action, costs, expenses, damages, indemnities, and obligations of every kind, in law, equity or otherwise, known or unknown, arising out of or in any way related to Employee's District employment or his separation from District employment. This release is intended to be interpreted as broadly as permitted by law and to apply to all transactions and occurrences between Employee and the District, including, but not limited to, any and all claims related to Employee's employment and employment conditions with the District and all other losses, liabilities, claims, charges, demands and causes of action, known or unknown, suspected or unsuspected, arising directly or indirectly out of or in any way connected to Employee's employment with the District or the separation from such employment (collectively, "Released Claims"). Released Claims include, but are not limited to, any claim based in common law, the state or federal Constitution, state or federal statutes, all contract or tort claims (such as wrongful termination, constructive discharge, breach of contract, breach of the covenant of good faith and fair dealing, fraud, defamation, libel, invasion of privacy, and intentional or negligent infliction of emotional

distress), and all related claims for physical injuries, illness or damage, expense reimbursement, and all claims for attorneys' fees, costs and expenses, grievances, claims and/or appeals under federal or state law or due process, or under the District's internal administrative review procedures. However, claims for workers' compensation or unemployment insurance benefits are expressly excluded from the waiver and releases provided in this Agreement.

- I. Excepting claims for workers' compensation or unemployment insurance benefits, Employee further covenants not to sue or file any complaint, grievance, claim or action at any time hereafter based on any matters arising out of or in any way relating to his employment with the District, or separation from District employment, that could have been filed as of the date of executing this Agreement. Should Employee legally have the right to participate in any action against the District in the future pertaining to or arising out of Employee's District employment or separation from it, Employee expressly agrees that he shall have no right to recover damages, attorneys' fees, costs, or other compensatory relief. District expressly agrees not to challenge Employee's eligibility for unemployment insurance benefits arising out of his separation from District employment, but reserves the right to provide accurate, truthful information as requested by the California EDD.
- J. Nothing in this Agreement shall be interpreted to waive Employee's statutory rights under the California Labor Code and the California Government Claims Act regarding defense of, and/or indemnity for, claims against him relating to acts committed within the course and scope of his employment, subject to District's rights under such statutory provisions.
- K. Employee agrees and recognizes that his employment relationship with the District has been severed permanently. In recognition of the consideration provided herein, Employee agrees he will not apply for or otherwise seek re-employment or reinstatement with the District, and he expressly agrees that the District has no obligation to reinstate, rehire, re-employ, recall or hire him in the future. The District is entitled to reject without cause any application for employment made by Employee and to immediately discharge Employee should it be discovered by the District that Employee has obtained such employment in violation of this provision.

8. No Admission of Liability.

This Agreement and compliance with it shall not operate or be construed as an admission by either party of any liability, misconduct, or wrongdoing whatsoever by or against the other Party or against any other person; nor as an admission by the District of any violation of the rights of Employee or any other person; nor as a violation of any order, law, statute, duty, or contract whatsoever against Employee or any other person. Rather, the Parties expressly deny any liability to one another.

9. Negotiated Agreement and Governing Law; Cost of Preparation.

This Agreement shall be deemed to have been jointly drafted by the Parties and shall be governed by and construed in accordance with the laws of the State of California. Each Party shall bear the Party's own associated costs of preparing this Agreement, including attorneys' fees.

10. Notice.

Any notices or other communications to be given to either party pursuant to this Agreement, shall be in writing and delivered personally or by U.S. mail, postage prepaid, addressed to the party at the address set forth below. Notice so mailed shall be deemed delivered three (3) business days after deposit in the U.S. mail. Nothing shall preclude the giving of notice by fax, which shall be effective upon receipt of the fax; provided, however, that notice by fax shall be followed by notice deposited in the U.S. mail as discussed above.

DISTRICT

Attention: General Manager
Cosumnes CSD
8820 Elk Grove Blvd.
Elk Grove, CA 95624

EMPLOYEE

NAME
Last Address on File with District

11. Entire Agreement.

This Agreement constitutes the entire agreement between Employee and the District. No other promise or inducement has been offered for this Agreement. Any amendments to this Agreement must be in writing, signed by duly authorized representatives of both the District and Employee, and must state that the parties intend to amend the Agreement. None of the Parties are relying upon any other negotiations, discussions or agreements in connection with the subject matter of this Agreement. This is a fully integrated agreement.

12. Severability.

- A. If any provision of this Agreement is adjudicated by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement, which can be given full force and effect without the invalid provision, shall continue in full force and effect and shall in no way be impaired or invalidated.
- B. Any of the terms or conditions of this Agreement may be waived at any time by the party entitled to the benefit, but no such waiver shall affect or impair the right of the waiving party to require observance, performance or satisfaction either of that term or condition as it applies on a subsequent occasion, or of any other term or condition of this Agreement.

13. Choice of Law; Venue of Actions; Costs and Fees.

This Agreement shall be interpreted according to the laws of the State of California. Venue of any legal action shall be in Sacramento County. If any legal action is instituted to enforce any provision of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any of its provisions, the court shall award the prevailing party reasonable attorneys' fees and other litigation costs incurred in that action, in addition to any other relief to which the prevailing party may be entitled. Nothing in this Section shall prevent the parties from

mutually agreeing to binding arbitration of any dispute, in which case the arbitrator may award attorneys' fees and litigation costs to the prevailing party as described above.

14. Voluntary Execution of Agreement.

Employee represents that he has carefully read this entire Agreement and that he knows and understands its contents. Employee has had the opportunity to receive independent legal advice from attorneys of their choice with respect to the preparation, review, and advisability of executing this Agreement, and by signing the Agreement, acknowledges that he has been advised by District to do so. Employee further represents and acknowledges that he has freely and voluntarily executed this Agreement after independent investigation and without fraud, duress, or undue influence, with a full understanding of the legal and binding effect of this Agreement and with the approval of his legal counsel, if any.

15. Right of Revocation; Effective Date of Agreement.

Employee acknowledges that he has been advised to seek the assistance of counsel in negotiating the terms of this Agreement and that he has been provided with the time to consult with an attorney prior to signing this Agreement. Pursuant to the Age Discrimination in Employment Act and the Older Workers' Benefit Protection Act, the District hereby notifies Employee that he has up to twenty-one (21) days within which to consider whether he should sign this Agreement, although he may sign this Agreement in less time if he so chooses. Employee acknowledges and agrees that any changes made to this Agreement, whether material or immaterial, as a result of the parties' negotiations do not restart the running of the twenty-one (21) day review period. In addition, should Employee choose to sign the Agreement, he shall have seven (7) days following the date on which he signed the Agreement to revoke this Agreement. If Employee chooses to revoke this Agreement pursuant to this paragraph, Employee shall do so in writing, delivered to the District at the address specified above within the seven (7) day period. This Agreement does not become effective until the eighth day after Employee signs this Agreement when this seven- day period has elapsed without Employee's revocation of this Agreement (the "Effective Date").

Employee understands and agrees that he will be entitled to the consideration provided by this Agreement if he does not revoke his signature on this Agreement.

_____ Employee's Initials

16. Counterparts.

This Agreement may be executed in two or more counterparts, including via facsimile or electronically-transmitted signature, each of which shall be deemed an original, but all of which together shall constitute one-in-the-same document.

17. Signatures

EMPLOYEE & GENERAL MANAGER

STAFF REPORT

DATE: October 21, 2020

TO: Board of Directors

FROM: Nitish Sharma, Chief Administrative Officer

BY: Jeremy Edwards, Finance Manager



SUBJECT: QUARTER 1 BUDGET UPDATE AND PROPOSED AMENDMENTS TO THE FISCAL YEAR 2020/21 BUDGET

RECOMMENDATION

The Board of Directors:

1. Receives the Chief Administrative Officer's report on the Quarter 1 Budget to Actuals for the District;
2. Approves the budget amendments as outlined in this report and further described in the budget decision packages in Attachment 1;
3. Approves purchase of two new front-line staff vehicles to replace current vehicles and further described in the purchase request from in Attachment 2;
4. Receives the encumbrances carryover from Fiscal Year 2019/20 as outlined in this report and further described as an encumbrance package in Attachment 3;
5. Approves the contract as outlined in this report and further described as a contract add package in Attachment 4;
6. Acknowledges the receipt of District grants as described and outlined in this report; and
7. Approves revisions to the Park Maintenance Manager job description as presented in Attachment 5.

BACKGROUND

Coronavirus (COVID-19) is a public health emergency which has caused economic uncertainty and will significantly affect the District's near-term fiscal outlook. The District enters this period on strong fiscal footing with significant budget reserves. These reserves will help the District respond to the emergency and, if necessary, help address budget shortfalls once the extent of fiscal fallout from the economic effect of the virus is known.

The purpose of this report is to update the Board of Directors with the quarter one ("Q1") budget to projected (unaudited) actual finance report. This report addresses the District's goal to ensure financial stability, accountability, and transparency. Staff has further

expanded the District's financial sustainability, accountability and transparency goal into fiscal cornerstones that are consistent from year over year. The four fiscal cornerstones are described below:

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

On September 16, 2020, staff presented to the Board a long-term financial plan illustrating the District's short-term and long-term challenges. The District's financial position is stable for the near future; however, it is important to note adjustments to ongoing revenues and expenditures will be necessary to present a balanced budget.

ANALYSIS

The first quarter budget report summarizes the General Fund and All Funds revenue and expenditure results through September 30, 2020 of fiscal year ("FY") 2020/21. The report also provides summary of the personnel and overtime expenditures.

General Fund Revenues and Expenditures

General Fund reported an approximate net loss \$600,000 for quarter one. The revenue received in the first quarter was \$1.6 million lower than expected when compared to prior fiscal years. The revenue decrease was primarily reported in recreation programs because of the coronavirus pandemic. The District fiscal contingency plan resulted in an expenditure reduction \$1.0 million during the same time period. The Parks and Recreation Department reported a net decrease in expenditures of approximately \$650,000.

The net cash flow deficit reported for the first quarter was \$15.8 million (\$3.9 million in receipts; \$19.7 million in payments). The net loss from the first quarter of the fiscal year slightly impacted the total cash available to pay for ongoing obligations. The General Fund will utilize the pooled cash balance from the Landscaping and Lighting Fund to manage the outgoing cash flow for the District for the next few months until the first installment of property taxes are received. A more detail explanation of the revenue and expenditures reported for the General Fund is provided within Tables 1 and 2 of this report.

Table 1: Fiscal Year 2019/20 General Fund Revenues¹ (in '000)

Revenue Source	District Approved Appropriations	Year-To-Date Projections	25%
Property Taxes	\$52,628	\$0	0%
Ambulance/Plan Check Fees	\$14,187	\$2,625	19%
Recreation Service Charges	\$6,946	\$965	7%
Building Rental Facilities/Cell Tower	\$1,132	\$139	12%
Other Revenues	\$2,642	\$224	8%
Other Financing Sources	\$2,413	\$4	1%
Total	\$79,948	\$3,957	5%

¹ Note: This table highlights the material General Fund revenue categories.

Property Tax Revenue

The District has not collected property tax revenues through the first quarter of FY 2020/21. Property taxes are received from the County in three installments, with the installments received in January (50%), May (45%), and August (5%). It is important to note for the Board and staff that the reserve fund balance and budget stabilization funds are used to pay for the District obligations during the months where the expenditures outweigh the revenues.

Property taxes continue to grow primarily from the properties under Proposition 13 annual adjustments not to exceed 2%; new construction projected to add to the tax base by 3.5%; and change in ownership are projected to account for 1%. Staff is also accounting for 0.25% decrease in tax base related to the property tax appeals. Total projection for FY 2020/21 is 6.25% over last year's base.

Ambulance/Plan Check Fees

Ambulance and plan check fee revenues represent approximately 18% of General Fund revenue. This current fiscal year, ambulance and plan check fee revenues are projected to earn approximately \$14.2 million. Although there has been recent or slight decrease in ambulance transports due to COVID-19, the District is expecting to meet the current year budget. To date, total ambulance receipts and plan check fees reported revenues of \$2.6 million, or 19%, when compared to the total budgeted amount. The amount received is consistent when compared to prior year as there is a lag in receiving ambulance revenues from the Intergovernmental Transfer (Medi-Cal) payments from ambulance services.

Recreation Fees

Recreation revenues continued to be challenged since the emergence of the coronavirus pandemic. Since March, the District has followed health guidelines which triggered the closure of facilities and recreation programs and significantly reduced the District's part-time workforce. The District presented several solutions including a fiscal contingency plan to mitigate estimated budget shortfall for the year.

FY 2020/21 recreation revenues for the first quarter are approximately \$1.6 million or 62% below last year's earnings for the same period. A total of \$1.1 million has been received for the first quarter when compared with the total budget of \$11.5 million. As mentioned, the primary reason for the decrease in revenue is a direct result of the County of Sacramento Health Orders related to COVID-19. On the other hand recreation expenditures for the same period decreased by \$800,000 due to the continued implementation of the District Fiscal Contingency Plan. Staff expects the current loss will be mitigated by the Fiscal Contingency Plan that is still in effect. Any changes or future losses will be brought forward to the Board for discussion.

Table 2: FY 2020/21 General Fund Expenditures by Department (in '000)

Department	District Approved Appropriations	Year-To-Date Projections	25%
Administrative Services	\$56,304	\$15,915	28%
Fire	\$11,540	\$1,898	16%
Recreation	\$11,382	\$1,905	17%
Total	\$79,226	\$19,718	25%

General Fund Expenditures

Through quarter one of FY 2020/21, the General Fund expenditures were \$19.7 million, or 25% of the District Approved Appropriations of \$79.2 million. The summary below describes the few highlights of the General Fund expenditures for quarter one:

- \$485,922 Reimbursed Overtime from Strike Team Deployment: The District is anticipating a reimbursement from the State of California for the overtime related to the deployment of the strike team.
- \$556,360 Unfunded Accrued Liability for Safety Pension Plan and \$110,000 Unfunded Accrued Liability for Miscellaneous Pension Plan: This amount represents an increase from the prior year reported in the same period. This represents the advance payment made to California Pension Retirement System (CalPERS) that will result in approximately \$60,000 in interest expense savings.
- \$663,000 Regular Staffing Overtime: This amount represents the vacancy in key positions, including the hiring of the Fire Battalion Chief, Fire Captain and Fire Engineer positions that resulted in the overtime backfill. The vacant position savings will offset some of these cost increases after accounting for the leave payouts related to the separation of employment.
- \$128,000: This amount represents the new one-time costs paid out for compensated absences for the employees in the Fire Department leaving employment due to retirement.
- -\$450,000: The part-time expenditures in the Recreation Program, including Golf, were reported at \$308,000, a decrease of \$450,000 when compared to prior year actuals. It is important to note that redeployment of the full-time staff into the revenue generating programs and reduction of programs and services directly resulted in the savings as stated.
- -\$545,900: This amount represents the decrease in Maintenance and Supplies expenditures for the General Fund in the first quarter. The District continues to evaluate all the essential purchases consistent with the fiscal contingency plan to ensure revenue shortfalls can be mitigated without use of reserve fund balance or other measures.

All Funds Revenues and Expenditures

Table 3 and Table 4 summarize the All Funds revenues and expenditures by fund source and by department through quarter one FY 2020/21.

Table 3: FY 2020/21 All Funds Revenues (in '000)

Fund Source	District Approved Appropriations	Year-To-Date Projections	25%
General Fund	\$79,948	\$3,958	5%
Special Revenue Funds	\$26,355	\$87	.3%
Capital Project	\$25,363	\$129	1%
Debt Service	\$3,539	\$1,182	33%
Total	\$135,205	\$5,356	4%

Table 4: FY 2020/21 All Funds Expenditures (in '000)

Fund Source	District Approved Appropriations	Year-To-Date Projections	25%
General Fund	\$79,226	\$19,718	25%
Special Revenue Funds	\$23,446	\$2,970	13%
Capital Project	\$25,363	\$1,197	5%
Debt Service	\$3,539	\$1,182	33%
Total	\$131,574	\$25,067	19%

All Funds Revenues were at \$5.3 million, or 4% of the District Approved Appropriations of \$135.2 million. The Landscaping and Lighting Fund revenues are received in the similar manner as General Fund property taxes; whereby, the revenues are received in January (50%), May (45%) and August (5%) of each fiscal year period.

All Funds Expenditures were at \$25.1 million, or 19%, of the District Approved Appropriations of \$131.5 million. As discussed, majority of the decrease in the overall budget was related to the adjustments made to the purchasing to close the gap between the revenue and expenditures reported for the quarter.

Long-Term Liabilities

Retiree Health: Staff is evaluating the funding opportunities to mitigate the increase in the long-term debt of the District. Staff has received a report on the current projections of the retiree health payments from the Actuary. The report will be used to prepare the annual financial report of the District. Staff will be presenting the summary of the Retiree Health and the funding opportunities in future board meetings.

Capital Equipment Financing: Staff is working with internal team to put together a robust financing package to replace some of the Fire Department aging apparatus and equipment. Any future debt will be presented to the Board as part of the update to the Long-Term Financial Plan.

Long-Term Financial Plan

Staff presented a ten-year General Fund financial plan illustrating the net operating surplus or deficit for each year based on the current budget approach and guiding principles. Staff is projecting a budget 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 cost of providing a service are not increasing drastically and are manageable within allocated resources.

RECOMMENDED BOARD ACTION & FISCAL IMPACTS

1. Receives the Chief Administrative Officer's report on the Quarter 1 Budget to Actuals for the District.
2. Approves the budget amendments as outlined in this report and further described as the budget add package in **Attachment 1**.
 - a. Package FY21Q1_01: Authorize the purchase of a landscaping tractor for Emerald Lakes Golf Course
 - i. Cost: \$0 ongoing, \$41,000 one-time, General Fund, funded by prior year fund balance carryover (\$.6 million).
 - ii. Justification: The new landscaping tractor will enable staff to grade cart paths, which ensures they are safe to drive on and limits required golf cart maintenance. This tractor is necessary to move and load building materials, tow broken-down machinery, and helps improve the playing conditions for all golfers. Overall, it will ensure usage of Emerald Lakes Golf Course remains high, protecting existing revenue for the Parks & Recreation Department.
 - b. Package FY21Q1_02: Authorize play equipment inspection services.
 - i. Cost: \$31,000 ongoing, \$0 one-time, Special Revenue Fund.
 - ii. Justification: An agreement with Creative Recreational Systems, Inc. to perform low frequency play equipment inspection services, which occur annually or every other year. These in-depth inspections include a detailed report which documents the condition of equipment, as well as recommendations to update equipment and ensure compliance with changes in local, State, and Federal laws.
3. Authorize purchase of two vehicles to replace current front-line response vehicles that do not meet the safety standards as outlined in this report and further described in the purchase request from in **Attachment 2**.

- i. Cost: \$0 ongoing, \$100,642 one-time, General Fund.
 - ii. Justification: The two new vehicles will replace the existing vehicles for the front-line staff that were scheduled to be replaced in Fiscal Year 2020. Due to the fiscal contingency plan, the replacement of these vehicles was deferred to Fiscal Year 2020-21. The safety check on the existing vehicles resulted in the timing to replace the vehicle rather than spending significant amount of money to fix it or meet the needs of the Department. This vehicle is built on the same platform as the front-line staff vehicle. As a result, the engine and many of the parts are the same. This will allow for consistency in maintenance and parts replacement for fleet personnel.
4. Receives the encumbrances carryover from FY 2019/20 as outlined in this report and further described as an encumbrance package in **Attachment 3**.
 - a. Encumbrance FY21Q1_01: Authorize Wildland Personal Protective Equipment (PPE) Ensemble Replacement purchase.
 - i. Cost: \$0 ongoing, \$174,555 one-time, General Fund funded by prior year fund balance carryover (\$.6 million).
 - ii. This purchase was initially included in FY 2019/20 budget. The purchase was approved by the Board in FY 2019/20; however, due to the dynamics of the current fire seasons and the subsequent supply and demand needs, the encumbrance carried over into FY 2020/21. Completing this purchase will result in a safe and effective wildland firefighting force that is properly protected by modern equipment that is commensurate with the work being performed. The purchase should be completed by the end of calendar 2020.
 - b. Encumbrance FY21Q1_02: Authorize Fuel Management System purchase.
 - i. Cost: \$0 ongoing, \$100,000 one-time, General Fund funded by prior year fund balance carryover (\$.6 million).
 - ii. Justification: The new fuel management system is intended to replace existing fuel pumps located behind most District fire stations and at the fire training center. In FY 2019/20, the project expended \$37,000 on a budget of \$137,000. The installation and implementation of the new pumps and management system is ongoing and should be completed by the end of calendar 2020. The system will be utilized by all District vehicles and will increase efficiency by accurately tracking and allocating expenses to appropriate divisions within the District.
 - c. Encumbrance FY21Q1_03: Develop and implement a Continuity of Operations Plan that allows the District to address emergencies from an all-hazards approach.

- i. Cost: \$0 ongoing, \$25,000 one-time, General Fund funded by prior year fund balance carryover (\$.6 million).
 - ii. Justification: The Plan will establish/clarify policy and guidance ensuring critical functions continue, and personnel and resources are relocated to an alternate facility in case of emergencies. A purchase order was awarded to Howell & Associates in FY 2019/20; however, due to COVID-19 impacts on the District and the consultant, the project has carried over into FY 2020/21. The Plan should be completed by the end of calendar 2020.
 - d. Encumbrance FY21Q1_04: Approve agreement with Goodwin Consulting to conduct Fire Impact Fee Study.
 - i. Cost: \$0 ongoing, \$10,000 one-time, General Fund funded by prior year fund balance carryover (\$.6 million).
 - ii. Justification: In FY 2019/20, the Fire Department budgeted \$10,000 to the project; it is expected that the project will be complete during FY 2020/21 in conjunction with the park impact fee study. The project is in the final stages of development, with the intent to implement new fire impact fees by January of 2021.
 - e. Encumbrance FY21Q1_05: Authorize Emerald Lakes Golf Course Security Camera purchase.
 - i. Cost: \$0 ongoing, \$10,000 one-time, General Fund funded by prior year fund balance carryover (\$.6 million).
 - ii. Justification: Installation of cameras at the Emerald Lakes Golf Course parking lot and driving range will monitor and deter vehicle breaks-in, vandalism, and theft.
- 5. Approves the contract as outlined in this report and further described as a contract add package in **Attachment 4**.
 - a. Contract FY21Q1_01: On January 15, 2020 the Board awarded a one-year agreement, with the option to renew for two additional one-year terms, to Gates Masonry, to provide on-call masonry services for the District's owned and maintained areas, not to exceed \$50,000 per year. Staff are requesting the Board approve an amendment to authorize an increase in expenditure authority, not to exceed \$100,000 in the aggregate. The increase is particularly due to the increase in inadvertent repairs to brick walls due to vehicular accidents. When pertinent, the District does seek reimbursement from at-fault drivers. With Board approval, the general manager will be authorized to execute all necessary documents.
- 6. Acknowledge receipt of District grants as described and outlined in this report.
 - a. Staffing for Adequate Fire and Emergency Response (SAFER) 2016

- i. The District continues to receive payouts on the SAFER 2016 Grant. The District is in the final year, where the grant is paying out at 35% of the salary and benefits of eight firefighters. In the most recent quarter, the District received \$98,000.
 - b. Assistance to Firefighters Grant Supplemental (AFG-S)
 - i. The Cares Act authorized \$100 million for the purchase of personal protective equipment and related supplies for our nations' first responders. To date, the District has been awarded \$57,000.
 - c. State Homeland Security Grant Program (SHSGP) 2018
 - i. The SHSGP 2018 grant is a multi-agency award, managed by the District. The total amount of the grant is \$70,000. The District was awarded \$20,000 through the SHSGP 2018 grant for the purchase of Community Emergency Response Team (CERT) equipment.
 - d. Walmart Local Community Grant
 - i. The Walmart local community grant, ranging from \$250 to \$5,000. For local non-profit organization providing services that benefit the local community. The District applied for six grants, to purchase Automated External Defibrillators (AED) for our local police departments. The District received three grants, and funds will go towards the purchase of AED's for Elk Grove Police Department.
7. Approves revisions to the Park Maintenance Manager job description as presented in **Attachment 5**.
 - a. Staff are preparing to conduct a recruitment for two (2) vacant Park Maintenance Manager positions. Staff are recommending updates and revisions to the Park Maintenance Manger job description as presented in Attachment 5. These updates will better reflect existing and new duties resulting from recent organizational adjustments. New duties include managing golf course operations, managing range and security programs, and wildlife protection programs. In addition, the updated job description formalizes forestry management and landscape pest management program duties. This recruitment is in alignment with the District's Fiscal Contingency Plan.

Next Steps

Staff have taken several steps to proactively adjust to COVID-19. Below are the items that will be executed in the second quarter of FY 2020/21:

1. Financial: Fiscal Contingency Plan: Continue to monitor non-essential purchases, hiring, capital improvement projects and equipment, while matching expenditures with District resources (forecasted savings \$2.5 million).

2. Revenue Enhancements: Staff continues to evaluate the revenue enhancement opportunities in the current fiscal year.
3. Unfunded Liabilities: An analysis of the current unfunded pension obligations and retiree health obligations (Other Post-Employment Benefits) ten-year forecast combined with an overall funding plan and policy.

ENVIRONMENTAL SUSTAINABILITY ANALYSIS

The Fuel management system will be utilized by all District vehicles and enables the district to evaluate the fuel efficiency of vehicles and track Greenhouse Gas Emissions.

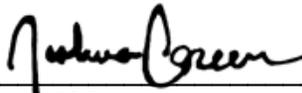
Respectfully submitted,



Nitish Sharma
Chief Administrative Officer

- Attachment 1: Budget Add Packages
- Attachment 2: Purchase Request Form
- Attachment 3: Encumbrance Packages
- Attachment 4: Contract Package
- Attachment 5: Park Maintenance Job Description

Staff Report recommendation authorized by:



General Manager

Approved as to Form:



District Counsel

Attachment 1

Decision Package Form



FISCAL YEAR: FY20-21

DEPARTMENT: Parks & Recreation Department

DIVISION: Park & Golf Operations

TITLE: New Landscaping Tractor for Emerald Lakes Golf Course

TYPE OF PACKAGE:

FUNDING REQUESTED: \$41,000

- ADD PACKAGE
 EFFICIENCY PACKAGE
 REDUCTION PACKAGE

NUMBER OF FTE REQUESTED: 0.00 FTE

FUNDING SOURCE:

VALUE AREA(S):

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

- GENERAL FUND: ONE-TIME
 GENERAL FUND: ONGOING
 OTHER: _____

BRIEF DESCRIPTION OF THE PROPOSED PACKAGE:

Emerald Lakes Golf Course is in need of a new landscaping tractor to maintain the facility. The current tractor is over 10-years old, has reached the end of its useful life and is no longer reliable. There is no longer a local distributor for the manufacturer (Branson), making replacement parts difficult to find and more expensive than a typical part for a more common manufacturer. A new landscaping tractor is required to grade cart paths, which ensures they are safe to drive on and limits required golf cart maintenance. It is also necessary to move and load building materials (Sand, dirt and gravel) and tow broken-down machinery as necessary. This landscaping tractor is an essential piece of equipment for Emerald Lakes Golf Course.

BRIEF DESCRIPTION OF EXPECTED RESULTS AND OUTCOMES:

The purchase of a new tractor to maintain Emerald Lakes Golf Course will improve the playing conditions for all golfers. This add package will ensure usage of Emerald Lakes Golf Course remains high, protecting existing revenue for the Parks & Recreation Department. It will also minimize expenses by ensuring all cart paths are smooth and level, which limits required golf cart maintenance.

HOW DOES THE PACKAGE SUPPORT THE DISTRICT MISSION AND VISION?

This add package supports the District's mission of providing exceptional parks and recreation services to our diverse Elk Grove community by ensuring the greens at Emerald Lakes Golf Course are of the highest quality. Because it provides for equipment essential to the District's mission, it is closely aligned with Goal 1.5 of the Parks & Recreation Department Master Plan – Provide facilities, staff, and resources to meet community needs consistent with the Department mission, vision, and goals.

CREATED BY: Josh Branco, Management Analyst

REQUESTED BY: Steve Sims, Director of Park Neighborhood Services

Decision Package Form



FISCAL YEAR: FY20-21

DEPARTMENT:

DIVISION:

TITLE:

TYPE OF PACKAGE:

- ADD PACKAGE
- EFFICIENCY PACKAGE
- REDUCTION PACKAGE

FUNDING REQUESTED: \$ _____

NUMBER OF FTE REQUESTED: _____ FTE

FUNDING SOURCE:

VALUE AREA(S):

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

- GENERAL FUND: ONE-TIME
- GENERAL FUND: ONGOING
- OTHER: _____

BRIEF DESCRIPTION OF THE PROPOSED PACKAGE:

BRIEF DESCRIPTION OF EXPECTED RESULTS AND OUTCOMES:

HOW DOES THE PACKAGE SUPPORT THE DISTRICT MISSION AND VISION?

CREATED BY:
REQUESTED BY:

Attachment 2



Cosumnes Community Services District
PURCHASE REQUEST FORM

Instructions: Complete all information within this form. If your purchase request is funded by multiple budgets, attach a summary sheet outlining costs and allocation of expense. Scan and attach this form and all supporting documents to your New World Systems (NWS) Purchase Order. Purchases may not be performed until the NWS Purchase Order is approved.

STEP #1 - PURCHASE INFORMATION

Requesting Employee: John Ebner **Date:** 10/16/2020

Description of Purchase: Two 2021 Chevrolet Silverado 1500 Crew Cab Pickups (Front-Line Staff Vehicles)

GL Account(s): 100.2001.000-4301; 100.2002.000-4301

Type of Purchase: Equipment Service Supply
Type of Bid: Verbal Written (attached) Leveraged Procurement Agreement (LPA)
Capital Outlay: Yes No Don't Know

STEP #2 - ACQUIRE BIDS FOR REQUESTED PURCHASE

Bid Requirements

Exceptions to the Bids (Go to Step #3)

Less than \$500 = Quotes are encouraged, not required
 \$501 - \$3,500 = Three (3) written or verbal bids
 \$3,501 - \$50,000 = Three (3) written bids
 More than \$50,000 = Formal RFP/RFQ Process
 Multi-Year Contract = Formal RFP Process

Sole Vendor (explain in Step #4) Previously Solicitated
 Emergency (explain in Step #4) Date: _____
 Capital Improvement Plan (CIP) Project PO#: _____
 Contract #: _____

STEP #3 - COMPLETE VENDOR INFORMATION FOR EACH BID

Choice	Vendor Name	Address	Phone	Subtotal	Freight	Tax	Total
<input checked="" type="checkbox"/>	National Auto Fleet Group	490 Auto Center Dr., Watsonville, CA 95076	(855)289-6572	74,843.64		5,799.02	80,642.66
<input type="checkbox"/>		Vehicle Build-Out Cost		40,000.00			40,000.00
<input type="checkbox"/>							0.00
<input type="checkbox"/>							0.00
<input type="checkbox"/>							0.00

Why was this vendor selected? Price Other (explain in Step #4)
 Is the product recycled content? Yes No (explain in Step #4)

STEP #4 - EXPLANATION & COMMENTS

Utilizing Sourcewell Contract 120716-NAF the Fire Department wishes to purchase two Chevrolet Silverado 1500 4WD Crew Cab pickups for use as command vehicles. The Board approved Fire Department FY21 budget includes \$130,000 for the purchase and buildout of the vehicles. The purchase modernizes existing fleet and puts personnel in the safest and most efficient equipment possible, supporting the District's goal of being a regional leader dedicated to providing superior fire and emergency medical services that enrich community and save lives.

STEP #5 - CERTIFICATION

By submitting this form and its attachments, I am hereby certifying the above solicitation summary accurately reflects the process used for this item, and that supporting documentation is in the file.

Attachments: National Auto Fleet Group quotation w/Sourcewell contract reference

Attachment 3

FY 2020/21 DISTRICT ENCUMBRANCE PACKAGES

The District would like to encumber monies from FY20 into the FY21 budget to fund several projects or purchases that were not completed in FY20. This memo serves to identify those projects, outline actions taken to complete them, and identify the encumbrances needed to fund them.

**Continuity of Operations Plan
\$25,000 Encumbrance**

Develop and implement a Continuity of Operations Plan that allows the District to address emergencies from an all-hazards approach. It will help establish policy and guidance ensuring that critical functions continue, and that personnel and resources are relocated to an alternate facility in case of emergencies. The plan should develop procedures for alerting, notifying, activating, and deploying personnel during emergencies; identify critical business functions; establish an alternate facility as necessary; and roster personnel with authority and knowledge of functions. This project supports the District Mission and Vision by improving safety and creating a plan to address critical emergencies should they arise.

**Fuel Management System
\$99,500 Encumbrance**

Purchase and install new fuel management system with new fuel pumps and software. The new fuel management system is intended to replace existing fuel pumps located behind most of our fire stations and at the Training Center. In FY20 the project expended \$37,203 on a budget of \$136,581. The installation and implementation of the new pumps and management system is ongoing and should be completed by the end of calendar 2020. This package supports the District Mission and Vision by improving the management of fuel use by District vehicles. The system will be utilized by all District vehicles and will increase efficiency by accurately tracking and allocating expenses to appropriate Divisions within the District.

**Wildland PPE Ensemble Replacement
\$174,555**

Purchase replacement personal protective equipment (PPE) ensembles for wildland firefighting for all line personnel. This purchase of \$174,555 is included in the Fiscal Year 2019-20 Budget adopted by the Board of Directors on August 21, 2019. The purchase was delayed as the Department evaluated new PPE technology over the last year and requires action to avoid the necessity of purchasing a sizable quantity of replacement PPE using the older specification. Technological advances in the design and construction of PPE ensembles for wildland firefighting have made new products available that provide improved protection and performance for our personnel. New wildland firefighter PPE will allow us to reduce the probability for injury and improve overall operational performance by reducing the internal heat stress of our current specification. This purchase will result in a safe and effective wildland firefighting force that is properly protected by modern equipment that is commensurate with the work being performed. This package supports the District Mission and Vision by improving safety and increasing efficiency. The modernization of our wildland PPE ensemble specification allows our equipment to better protect and support our field personnel as they serve our customers.

Fire Impact Fee Study
\$10,000

The Goodwin Consulting Fire Impact Fee Study is in the final stages of development, with the intent to implement new fire impact fees by January of 2021. Goodwin has been working on the study for some time but has not yet completed the project. In FY20 the Fire Department budgeted \$10,000 to the project; it is expected that the project will be complete during FY21 in concert with the Park Impact Fee Study.

Emerald Lakes Golf Course Security Camera
\$10,000

The Park and Golf Operations Division is requesting that an encumbrance of \$10,000 be created for security cameras at the golf course from the Fiscal Year 2019/2020 Budget. This encumbrance will allow for the install of cameras in the parking lot and the driving range at the Emerald Lakes Golf Course which will monitor and deter vehicle breaks-in, vandalism and theft. This request is in line with the Parks and Recreation 2019-2022 Strategic Plan goal 4.7: Deploy and implement best practices for safety of both public and staff.

Attachment 4

Decision Package Form



FISCAL YEAR: FY20-21

DEPARTMENT:

DIVISION:

TITLE:

TYPE OF PACKAGE:

- ADD PACKAGE
- EFFICIENCY PACKAGE
- REDUCTION PACKAGE

FUNDING REQUESTED: \$ _____

NUMBER OF FTE REQUESTED: _____ FTE

FUNDING SOURCE:

VALUE AREA(S):

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

- GENERAL FUND: ONE-TIME
- GENERAL FUND: ONGOING
- OTHER: _____

BRIEF DESCRIPTION OF THE PROPOSED PACKAGE:

BRIEF DESCRIPTION OF EXPECTED RESULTS AND OUTCOMES:

HOW DOES THE PACKAGE SUPPORT THE DISTRICT MISSION AND VISION?

CREATED BY:

REQUESTED BY:

Attachment 5

COSUMNES COMMUNITY SERVICES DISTRICT

PARK and GOLF OPERATIONS MANAGER

DEFINITION

Under general direction, manages staff and resources assigned to maintain and secure parks, trails, streetscapes, golf course, aquatic facilities and recreational facilities. Functions and responsibilities expected to be performed may vary by area of assignment.

SUPERVISION RECEIVED AND EXERCISED

Receives general direction from the Director of Parks and Neighborhood Services. This position provides supervision to lower level workers assigned to the Park and Golf Operations Division.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Note: The following duties are intended only as illustrations of the various types of work that may be performed. The omission of a specific statement on duties does not exclude them from the position if the work is similar, related or a logical assignment to the position. Each individual in the classification does not necessarily perform all the duties listed. Employees may perform other related duties at an equivalent level as required.

- Supervises staff assigned to Park and Golf Operations Division; including selecting, allocating, training, assigning work, evaluating performance and enacting discipline when appropriate;
- Oversees maintenance and operational activities in the following areas that include, but are not limited to: arboriculture, golf course management, irrigation, swimming pools, spray grounds , plant health, pest control, procurement, park amenities, contract management, security, park patron education, and wildlife protection;
- Develops and oversees projects throughout District parks, trails, and streetscapes by District staff and contractors.
- Oversees and enforces operation policies, procedures, controls, and fee structures to ensure the safekeeping of assets, inventory and resources for the assigned program area;
- Conducts work tasks safely and in compliance with department safety standards and the CSD Injury and Illness Prevention Program; Trains and directs staff in safety practices and procedures;
- Responds to emergency calls for repairs, particularly in instances in which public safety is an issue;
- Provides courteous and professional service to all facility users, District staff and the public; strives to improve service performance and ensures staff provide exceptional service to both internal and external customers;
- Uses a computer to complete, maintain, and retrieve information on work assignments, keep records, prepare reports, statistics, and logs; communicates electronically as necessary; Oversees and purchases supplies in accordance with District purchasing policies; approves and processes bills and payments for services, materials and supplies;
- Writes specifications, administers and monitors contracts and independent contractors; participates in the development and negotiations of agreements and ensures adherence to these agreements; evaluates performance and recommends changes and alternatives to future maintenance contracts;
- Acts as the liaison between Local Law Enforcement Agencies or contractors and District management to resolve differences of interpretation regarding the contract requirements and services provided;

COSUMNES CSD- PARK and GOLF OPERATIONS MANAGER

- Plans and conducts meetings with contractors to discuss schedules, problems, and progress of contracted services as needed;
- Required to work a variety of shifts including, but not limited to weekends, holidays and after hour emergency calls;
- Retrieves messages from Maintenance Hotline; responds to citizen complaints and inquires regarding issues related to properties owned or maintained by the District;
- Develops, prepares, administers and monitors budget of assigned projects and programs;
- Develops and maintains Division operational guidelines;
- Assists in the planning and development of District property.

When assignment includes golf course management

- Oversees the supervision of the maintenance of golf carts and golf operations personnel;
- Displays leadership in guest hospitality, exemplifying excellent customer service and creating a positive atmosphere for guest relations;
- Approves and orders supplies associated with golf activities;
- Develops and oversees an innovative tournament schedule and golf activities program that services all customer segments;

When assignment includes Park Ranger and Wildlife Protection program management

- Oversees Park Patrol and securing of District owned and maintained properties;
- Acts as Liaison between Local Law Enforcement Agencies and District;
- Coordination of citation and citation processing, review and audits;
- Coordinates with private security services and reports any security related issues or concerns;
- Promotes compliance of Rules and Regulations;
- Assist and oversees the designs and implementation of park lectures, trainings and interpretive wildlife programs;
- Oversees, coordinates and assist with special initiative and outreach programs;
- Oversees and coordinates wildlife protection and mediation program;
- May act as District Liaison to the community;
- Monitor, evaluate and track park issues and concerns;

MINIMUM QUALIFICATIONS

Any equivalent combination of training and experience which provides the required skills, knowledge, and abilities may be considered qualifying at the sole discretion of the District. A typical way to obtain the knowledge and skills would be:

Education and Training:

- Bachelor's degree from an accredited college or university with major course work in public administration, criminal justice, environmental sciences, horticulture, or other closely related field;

COSUMNES CSD- PARK and GOLF OPERATIONS MANAGER

Certain assignments may require certifications. When specified, the certifications must be obtained by time of appointment and must be retained throughout employment as a condition of employment.

- Certification as a arborist, playground inspector, pesticide applicator, pool operator, or other closely related license or certificate is desirable.

Experience:

- Five (5) years of increasingly responsible experience in park and/or golf maintenance and operations that can be directly related to the duties and responsibilities prescribed for the class of Park and Golf Operations Manager, including two (2) years in a supervisory capacity.

Special Requirements:

- Possession of, or the ability to obtain, First Aid and CPR/AED certification within the first thirty (30) days of employment; certification must be maintained through employment;
- Must possess a valid California class "C" driver's license, with a satisfactory driving record as determined by the District and maintain it throughout employment.

Knowledge of:

- Basic principals, techniques, terminology and materials used in the construction, maintenance and repair of landscaping including: horticulture, carpentry, masonry, plumbing, electrical, and concrete;
- Laws and regulations, codes, policies and ordinances pertaining to parks, including environmental protection, fish and wildlife, and motor vehicle usage;
- Safe and effective use of tools and equipment required to perform duties;
- Current methods, techniques, principles, and procedures used in the planning, organizing, scheduling, coordinating, and evaluating landscape maintenance and repair projects and activities;
- Basic principles, techniques, and materials in the safe operation, maintenance, and repairs of swimming pools and spray parks.
- Current methods, techniques, principles, and procedures used in good internal and external customer service;
- Principles and techniques of supervision, training, discipline, and performance evaluation;
- Principles of program and budget administration;
- Pertinent Federal, State, and Local policies, codes, laws, and regulations;
- Computer programs, desktop publishing and word processing in currently used programs such as Microsoft Outlook, Word, and Excel and PowerPoint; Web based urban forest management; and computer maintenance management systems; and virtual meeting platforms;
- Modern methods of patrolling and preserving order;
- Security surveillance software and installing process;
- Basic operation of automated office machines including calculator, computer, keyboard, printers and other peripherals, copier, and fax machine;

COSUMNES CSD- PARK and GOLF OPERATIONS MANAGER

- Basic arithmetic including addition, subtraction, multiplication and division; calculation of decimals, ratios, percentages and fractions;
- Basic methods, principals and techniques of contract administration.

Ability to:

- Assign, review and supervise the work of other employees; provide clear instruction and guidance on a day to day basis;
- Analyze problems that arise and recommend or implement solutions;
- Effectively and tactfully communicate both orally and in writing with facility users, independent contractors, vendors, CSD personnel and the public;
- Proficiently operate computer programs such as those in the Microsoft Office Suite; learn and use District maintenance programs;
- Comprehend and prepare reports and forms such as incident reports, inventory lists, e-mail, and calendars using a prescribed format and conforming to all rules of punctuation, grammar, diction and style;
- Properly operate equipment and vehicles;
- Identify and determine the nature of potential safety hazards and correct or institute corrective courses of action;
- Recognize common horticultural diseases and insect pests; diagnose and assess horticulture problems and recommend an effective course of action;
- Prepare and develop cost estimates related to work orders and various projects;
- Read, interpret, and apply information from blueprints or drawings related to construction documents, landscape plans and/or specifications;
- Apply administrative and technical knowledge to assure compliance with contracts; follow proper inspection techniques to examine workmanship and materials; detect deviations from plans, regulations, specifications and standard construction practices;
- Assess violations and develop appropriate responses;
- Establish and maintain cooperative relationships with local law enforcement/non-law enforcement;
- Analyze and use independent judgement in problem solving fairly non-routine situation;
- Resolve conflict and mediate disputes.

Physical Requirements:

- Mobility: frequent sitting and use of keyboard; frequent standing for long periods of time; frequent walking, standing, bending, stooping, squatting, kneeling, climbing ladders, crawling and twisting, while performing field work; frequent pushing, pulling or lifting objects up to fifty (50) pounds while performing maintenance and repairs, loading trucks with supplies and equipment, and assisting with the set up of special events;
- Vision: constant use of overall vision; frequent computer use; occasional color and depth vision;
- Dexterity: frequent repetitive motion; frequent writing and typing; frequent grasping, holding and reaching; frequent operation of equipment such as, but not limited to, lawn mower, hedge trimmer, pressure washer, wire tracer, airless sprayer, irrigation controls, hand and power tools;
- Hearing/Talking: frequent hearing and talking in person and on the phone or radio;

COSUMNES CSD- PARK and GOLF OPERATIONS MANAGER

- Emotional/Psychological: frequent decision making and concentration, frequent public and/or coworker contact; occasionally works alone;
- Driving: ability to use fine and gross motor coordination for driving a variety of vehicles.

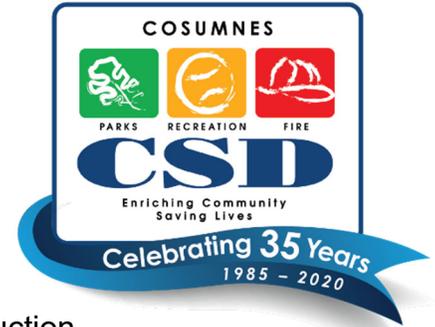
Typical Working Conditions

Work is typically performed in both indoor and outdoor environments. Incumbents are exposed to noise, moisture, dust, vibrations and various types of weather including heat and cold. Basic cleaning of facilities may include exposure to cleaning agents. Work may take place and require travel in a vehicle to and from off-site indoor and outdoor locations throughout the District.

<u>Information Block</u>	
Safety-Sensitive	Yes
Employment Type:	Full-time
FLSA Status:	Exempt
PERS Group:	Miscellaneous
Revised:	06/09/2011
Created:	01/28/1994
JCN:	

STAFF REPORT

DATE: October 21, 2020
TO: Board of Directors
FROM: Sigrid Asmundson, District Counsel
 Paul Mewton, Chief of Planning, Design and Construction



SUBJECT: DRAFT COMMUNITY WORKFORCE TRAINING AGREEMENT (CWTA)

RECOMMENDATION

The Board of Directors:

1. Takes action to approve or disapprove the attached CWTA.
2. If approved, authorizes the General Manager to approve any non-substantive amendments or addendums.

BACKGROUND/ANALYSIS

On July 15, 2020, the Board approved a motion for the District “to build the Solar Project and the Fire Station pursuant to a project labor agreement (PLA) and direct staff to negotiate terms of the agreement with Sacramento-Sierra Building and Construction Trades.”

After multiple redline document exchanges between the Sacramento Sierra Building Trades Council (SSBTC) and District Counsel, including discussions on items that were “non-starters” to both entities, the attached agreement is the last, best and final draft CWTA that staff and SSBTC’s negotiators can agree upon. The major terms are as follows:

1. **Project:** this CWTA will apply only to: (a) the construction of solar panels and reconstruction of the Administration Building parking lot located at 8820 Elk Grove Blvd., Elk Grove, California, and (b) the construction of Fire Station 77, located at 7820 Poppy Ridge Road, Elk Grove, California.
2. **Re-Bid:** District staff repeatedly included this provision in redline drafts but the issue of whether a Project may go out to re-bid if the bid process failed to receive 3 qualified contractors or if all bids exceeded the pre-bid engineer’s estimate by at least 10% was rejected by SSBTC as a non-starter. This item was requested by Director Luttrell at the July 15, 2020 meeting.
3. **Work stoppage/strikes:** The signatories to the CWTA agree that there will be no strikes, work stoppages, picketing, hand-billing or other public advertising of labor disputes.
4. **Local Hire:** SSBTC agrees to use its best efforts to recruit residents of the area for at least 50% of the workforce in the following priorities: (1) residents of Galt and Elk Grove, (2) residents of Sacramento County, and (3) residents of the Counties of Yolo, Placer, El Dorado, Amador, Sutter, Yuba, Nevada, Sierra, and San Joaquin.

5. Core Employees: Contractors may hire up to 4 core employees on a 1-to-1 basis with union hall workers, provided that core workers meet certain qualifications including having worked for at least 1,000 hours in the past 2 years in that trade or craft, and with at least 3 core employees being residents of Sacramento County, with the 4th being a resident of the local hire area if that core employee serves as a foreman.
6. Equal Opportunity Program and Affirmative Action Plan: SSBTC provides that its members currently implement various equal opportunity programs to recruit women and minorities into their trades.
7. Workforce demographic report: After the completion of the Projects, SSBTC will provide a report to the District summarizing the demographics of the construction workers employed on the Projects.

Although the Northern California Carpenters Regional Counsel on behalf of itself and its affiliated Local Unions (Carpenters Union) is listed as a signatory to the CWTA, it is not a member of SSBTC. District staff has provided the Carpenters Union with copies of the various redline CWTAs but SSBTC is currently working with the Carpenters Union on the attached final draft and whether it will sign the District's CWTA.

If the Board desires to approve the CWTA, staff recommends that the Board authorize the General Manager to approve any non-substantive amendments or addendums that do not impact or change any of the major terms of the CWTA, including the terms set forth in this staff report. The law is continuously evolving in regard to CWTA/PLAs and the ability for the General Manager to make any non-substantive amendments and addendums will assist in streamlining the completion of the Projects.

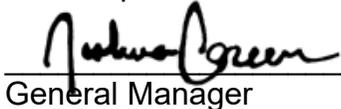
Should you have any questions, please contact me prior to the Board meeting.

Respectfully submitted,



Sigrid Asmundson
District Counsel

Staff Report recommendation authorized by:



General Manager

Attachment: Draft CWTA

Attachment 1

COMMUNITY WORKFORCE AND TRAINING AGREEMENT COSUMNES COMMUNITY SERVICES DISTRICT

INTRODUCTION/FINDINGS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE I
DEFINITIONS

1.1 "Agreement" means this Community Workforce and Training Agreement.

1.2 "Agreement to be Bound" means the agreement (attached hereto and incorporated herein as Addendum A) required to be executed by any Contractor(s) working on the Project as a precondition to performing Covered Work on the Project.

1.3 "District" means the Cosumnes Community Services District.

1.4 “District General Manager” means the General Manager, or his or her designee, of the District.

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

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

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

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

1.9 “Project” or “Projects” means the following District public works projects: (a) the construction of solar panels and reconstruction of the Administration Building parking lot located at 8820 Elk Grove Blvd., Elk Grove, California, and (b) the construction of Fire Station 77, located at 7820 Poppy Ridge Road, Elk Grove, California. Upon the completion of the Projects subject to this Agreement, the District General Manager and Unions Representative may request a meeting to discuss the impact to the District and the Unions of the Project as well as potential upcoming projects and may, in their respective sole discretion, propose an addendum to this Agreement to subject additional public works projects to this Agreement, subject to District Board and the Unions’ approval.

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

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

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

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

ARTICLE II SCOPE OF AGREEMENT

2.1 Parties. This Agreement applies and is limited to all Contractor(s), performing Construction Contracts on the Project, the District, the Trades Council and the Local Unions that are signatory to this Agreement.

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

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

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

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

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

2.2.5 Work covered by this Agreement within the following craft jurisdictions shall be performed under the terms of their National Agreements as follows: the National Transient Lodge (NTL) Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, and the National Agreement of Elevator Constructors, and any instrument calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Technicians, with the exception that Articles IV, XIV and XV of this Agreement shall apply to such work.

2.3 Exclusions from Covered Work

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

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

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

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

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

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

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

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

2.3.9 The Agreement does not apply to work on any housing or residential component of a Project that is otherwise covered by this Agreement.

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

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

ARTICLE III **EFFECT OF AGREEMENT**

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

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

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

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

and not joint. Any alleged breach of this Agreement by a signatory Union does not affect the rights, liabilities, obligations and duties between the signatory Contractor(s) and the other Union(s) party to this Agreement.

3.5 The provisions of this Agreement, including the Master Agreements of the Local Unions having jurisdiction over the work on the Project, incorporated herein by reference, shall apply to the work covered by this Agreement, notwithstanding the provisions of any other local, area and/or national agreements which may conflict with or differ from the terms of this Agreement. Where a subject covered by the provisions of this Agreement is also covered by a Master Agreement, the provisions of this Agreement shall prevail. Where a subject is covered by the provisions of a Master Agreement and is not covered by this Agreement, the provisions of the Master Agreement shall prevail.

ARTICLE IV
WORK STOPPAGES, STRIKES, SYMPATHY
STRIKES AND LOCKOUTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5.1 Pre-Job Conferences. When a contract has been let to a contractor(s) covered by this Agreement, a Pre-Job Conference and/or Mark-Up Meeting shall be held prior to the beginning of a Project and as other work becomes available as required, between the Unions, contractor and the District. District staff may attend at the District's discretion.

ARTICLE VI
NO DISCRIMINATION

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

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

ARTICLE VII
EMPLOYEE REFERRAL

7.1 Contractors shall utilize and be bound by the registration facilities and referral systems established or authorized by the Unions ("Job Referral System") in employing workers to perform Covered Work. Such Job Referral System shall be operated in a non-discriminatory manner and in full compliance with all federal, state, and local laws and regulations, including those which require equal employment opportunities and non-discrimination. The Contractors shall have the right to reject any applicant referred by the Unions in accordance with this Article 7.

7.2 The Contractors shall have the unqualified right to select and hire directly all supervisors above general foreman it considers necessary and desirable, without such persons being referred by the Unions.

7.3 In the event that referral facilities maintained by the Union are unable to fill the requisition of a Contractor for employees within a forty-eight (48) hour period (Saturdays, Sundays and Holidays excluded) after such requisition is made by the Contractor, the Contractor shall be free to obtain such workers from any source. A Contractor who hires any personnel to perform Covered Work on the Project pursuant to this Section shall immediately

provide the appropriate Union with the name and address of such employee(s) and shall immediately refer such employee(s) to the appropriate Union to satisfy applicable dispatch procedures.

ARTICLE VIII
EMPLOYEE REPRESENTATION

8.1 The Contractors recognize the Unions as the sole bargaining representatives of all craft employees performing Covered Work under this Agreement.

8.2 Employees are not required to become or remain union members as a condition of performing Covered Work under this Agreement. Contractors shall make and transmit all deductions for union dues, fees, and assessments that have been authorized by employees in writing in accordance with the applicable Master Agreement. Nothing in this Section 8.2 is intended to supersede the requirements of applicable Master Agreements as to those Contractors otherwise signatory to such Master Agreements and as to the employees of those Contractors who are performing Covered Work.

8.3 Authorized representatives of the Unions shall have reasonable access to the Project whenever work covered by this Agreement is being, has been, or will be performed on the Project. All authorized representatives of the Unions must comply with the required check-in procedure prior to visiting the work area.

ARTICLE IX
LOCAL HIRE, APPRENTICESHIP AND WORKFORCE DEVELOPMENT

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

9.1.1 Priority 1: Residents of the City of Galt and the City of Elk Grove.

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

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

9.2 The Unions will exert their utmost efforts to recruit sufficient numbers of skilled craft persons and apprentices to fulfill the requirements of the contractor and to meet the Local Area resident hiring objectives of this Agreement. The Local Area residents referred by the Unions must possess the requisite skills and qualifications required for the position to be filled and such referrals shall be in accordance with law and consistent with the Local Union's hiring hall rules and procedures. Contractors that are signatory to a Master Agreement may utilize the name call procedures of such Master Agreement where necessary to implement the local hire provisions of this Agreement. Any Contractor making a good faith effort to achieve the local hire goals set forth in this Article shall not be subject to any penalties, including the withholding of payment, as a result of a failure to meet such local hire goals.

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

- (1) possess any license required by state or federal law for the Project work to be performed;
- (2) have worked a total of at least one thousand (1,000) hours in the applicable construction trade or craft during the prior two (2) years;
- (3) were on the Contractor's active payroll for at least ninety (90) out of the one hundred and twenty (120) calendar days prior to the contract award;
- (4) have the ability to perform safely the basic functions of the applicable trade;
and
- (5) have a primary residence within the County of Sacramento, with the exception that one core worker may be a foreman that resides in the Local Area as defined in Section 9.1.

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

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

9.5 Apprenticeship and Workforce Development.

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

9.5.2 Equal Opportunity Program and Affirmative Action Plan. The parties to this Agreement support the development of minorities and women to become skilled construction workers. To this end, the Joint Apprenticeship Training Programs supplying apprentices to this Project ensure equal employment and affirmative action in apprenticeship for women and minorities through implementation of equal opportunity programs with an affirmative action plan to recruit women and minority applicants.

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

9.5.4 Workforce Demographic Report. After the completion of the Projects, the Trades Council shall provide a report to the District that provides a summary of the demographics of the construction workers employed on the Projects. The Trades Council shall provide this information to the extent it is readily available to the Trades Council. Contractors that are parties to this Agreement shall be responsible for providing the Building Trades Council demographic information on any core workers referred pursuant to Section 9.3, including whether the core worker is a Priority 1, 2 or 3 resident as defined in Section 9.1, the ethnicity and gender of the core worker, and whether the core worker is a veteran or member of the National Guard and Reserves.

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

ARTICLE X
HELMETS TO HARDHATS

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

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

ARTICLE XI
WAGES AND BENEFITS

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

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

11.3 Wages, Hours, Terms and Conditions of Employment. The wages, hours and other terms and conditions of employment on the Project shall be governed by the Master Agreement of the respective crafts to the extent such Master Agreement is not inconsistent with this Agreement. All employees covered by this Agreement shall be classified and paid in accordance with the classification and wage scales contained in the appropriate local

agreements which have been negotiated by the historically recognized bargaining entity and in compliance with the applicable general prevailing wage determination made by the Director of Industrial Relations pursuant to the California Labor Code.

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

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

ARTICLE XII **COMPLIANCE**

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

ARTICLE XIII **GENERAL GRIEVANCE PROCEDURE**

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

13.2 No grievance shall be recognized unless the grieving party (Local Union or District General Manager, or a Contractor on its own behalf) provides notice in writing to the party with whom it has a dispute within five (5) business days after becoming aware of the dispute but in no event more than thirty (30) business days after it reasonably should have become aware of the event giving rise to the dispute. Time limits may be extended by mutual written agreement of the parties. Grievances shall be settled according to the following procedure, except that grievances that do not involve an individual grievant shall commence at Step 2:

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

Step 2: In the event that the representatives are unable to resolve the dispute within the five (5) business days of the Step 1 meeting, within five (5) business days thereafter, the alleged grievance may be referred in writing by either involved party to the Business Manager(s) of the affected Union(s) involved and the Manager of Labor Relations of the Contractor(s) or the Manager's designated representative, for discussion and resolution. Regardless of which party has initiated the grievance proceeding, prior to a Step 2 meeting, the Union(s) shall notify its International Union representative(s), which shall advise both parties if it intends on participating in a Step 2 meeting. The Project Manager and the Trades Council shall have the right to participate in any efforts to resolve the dispute at Step 2.

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

The time limits specified in any step of the Grievance Procedure set forth in Section 13.2 may be extended by mutual agreement of the parties. However, failure to process a grievance, or failure to respond in writing within the time limits provided above, without an agreed upon extension of time, shall be deemed a waiver of such grievance without prejudice, or without precedent to the processing of and/or resolution of like or similar grievances or disputes.

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

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

ARTICLE XIV
WORK ASSIGNMENTS AND JURISDICTIONAL
DISPUTES

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

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

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

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

ARTICLE XV
MANAGEMENT RIGHTS

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

ARTICLE XVI
DRUG & ALCOHOL TESTING

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

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

ARTICLE XVII
SAVINGS CLAUSE

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

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

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

ARTICLE XIII
AMENDMENT/COUNTERPARTS/AUTHORITY

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

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

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

ARTICLE XIX
TERM

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

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and effective as of _____, 2020.

COSUMNES COMMUNITY SERVICES DISTRICT

Name:

Date: _____

Title:

Approved as to form:

District Counsel

Date: _____

Attested to by:

Clerk to the Board

Date: _____

**SACRAMENTO BUILDING AND CONSTRUCTION TRADES COUNCIL,
AFL-CIO COUNCIL**

Name:

Date: _____

Title:

UNIONS

Asbestos Workers Local #16

Iron Workers Local #118

Bricklayers Local #3

Laborers Local #185

Boilermakers Local #549

Operating Engineers Local #3

Cement Masons Local #400

Plasterers & Cement Masons Local #300

Asbestos, Lead and Mold Laborers
Local #67

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

District Council #16 International
Union of Painters & Allied Trades

Plumbers & Pipefitters Local #447

Elevator Constructors Local #8

Roofers Local #81

International Brotherhood of Electricians
Local #340

Sheet Metal Workers Local #104

Sprinkler Fitters Local #669

Teamsters Local #150

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

Addendum A

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

AGREEMENT TO BE BOUND

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

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

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

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

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

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

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

Date: _____

Name of Contractor

(Name of Contractor Representative)

(Authorized Officer & Title)

CSLB # or Motor Carrier Permit

From: Sabrina Bernardo <sbernardo@forpd.org>
Sent: Monday, October 12, 2020 9:22 AM
To: Mike Dopson <MikeDopson@csdparks.com>
Cc: Nick Davison <ndavison@forpd.org>
Subject: FORPD 75th Anniversary

[CAUTION-EXTERNAL SENDER]

Dear Mike Dopson,

On behalf of Fair Oaks Recreation & Park District and the 75th Anniversary Committee I'd like to thank you for sending words of congratulations to FORPD! The congratulations video was shown during our Virtual celebration on Oct. 8th and can be viewed here:

<https://www.facebook.com/watch/?v=792829544865140>

Again, thank you so much for your support and kind words.

Best Regards,



Sabrina Bernardo, CFEA

Recreation Supervisor | Fair Oaks Recreation & Park District

 (916) 240-3652  (916) 966-1036 ext. 15
 sbernardo@forpd.org
 4150 Temescal St., Fair Oaks, CA 95628
 www.forpd.org