



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

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

REGULAR BOARD OF DIRECTORS MEETING WEDNESDAY, FEBRUARY 19, 2020

EXECUTIVE SESSION – 5:30 P.M.

REGULAR MEETING – 6:30 P.M.

**Board Chambers
8820 Elk Grove Blvd.
Elk Grove, CA 95624**

AGENDA

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

EXECUTIVE SESSION – 5:00 P.M.

1. CALL TO ORDER
2. COMMUNICATIONS FROM THE PUBLIC
3. RECESS TO EXECUTIVE SESSION
 - a. CONFERENCE WITH LABOR NEGOTIATORS
Pursuant to Government Code Section 54957.6
Agency designated representatives: General Manager Joshua Green,
Chief Administrative Officer Nitish Sharma and Fire Chief Michael
McLaughlin
Employee Organizations: Sacramento Area Fire Fighters Local 522
and Unrepresented employees

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 – (J. Ambrosini)
6. Parks and Recreation Department Report – (K. Gonzalez)
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 February 5, 2020 Regular Board Meeting Minutes.
9. Approve Resolution No. 2020-12 Rejecting Claim.
10. Approve a Consultant Agreement for Investment Management Services.
11. Approve Golf Carts Lease Agreement.
12. Approve Quimby Appraisal Services Agreement with the City of Elk Grove.
13. Approve a 60-month Lease Agreement for Multi-Function Copier.
14. Approve the inclusion of a Foundation Development Staff or Consultant as an Add Package Item for the Fiscal Year 2020-2021 Budget.

RECOMMENDATION: Approve the Consent Calendar as presented.

F. PUBLIC HEARINGS

None

G. STAFF REPORTS:

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

- 15. **SUBJECT: California Special District Association Call for Nominations (E. Gomez)**

RECOMMENDATION:

- 1) The Board of Directors considers the California Special Districts Association request for nomination for Seat C Director for the 2021 – 2023 term.

- 16. **SUBJECT: Sacramento Local Agency Formation Commission Call for Nominations. (E. Gomez)**

RECOMMENDATION:

- 1) The Board of Directors considers recommending a Board Member for membership in the Sacramento LAFCo Special District Advisory Committee.

- 17. **SUBJECT: Naming of East Elk Grove Recreation Center (F. Bremerman)**

RECOMMENDATION:

- 1) The Board President appoints two Board Directors to serve on a Naming Committee, a sub-committee of the Board, for the naming of the recreation facility at Beeman Park.

H. INFORMATIONAL ITEMS

- 18. Notes from Elk Grove Unified School District Office of Family and Community Engagement thanking Parks and Recreation Director Kelly Gonzalez for partnering with them and making their Human Trafficking Presentation at Wackford possible.
- 19. District Programs and Events – February/March 2020

I. BOARD OF DIRECTOR’S BUSINESS

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

J. IDENTIFICATION OF ITEMS FOR FUTURE MEETING:

This is the time for the Board of Directors to identify the items they wish to discuss at a future meeting. These items will not be discussed at this meeting, only identified for a future meeting. This is also the time for scheduling of 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 February 19, 2020 Regular Meeting of the Cosumnes Community Services District Board of Directors was posted on February 13, 2020 at 8820 Elk Grove Blvd., Elk Grove, California, 95624, and was available for public review at that location.

Signed this 13th day of February 2020



STAFF REPORT

DATE: February 19, 2020

TO: Board of Directors

FROM: Nitish Sharma, Chief Administrative Officer

**SUBJECT: MONTHLY ADMINISTRATIVE SERVICES DEPARTMENT REPORT –
JANUARY 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 live 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.

- District leadership and Board Member Jaclyn Moreno held meetings focusing on developing new ways to make swimming lessons more accessible to families in the community.
- Building and Maintenance and Information Systems staff Installed new intercom and camera system to work with recently installed gates at the California Montessori Project and Elk Grove Recreation Center.

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

- Information Systems installed the 2019 year end update into the ERP financial management system to complete our tax and reporting requirements.
- Chief Administrative Officer and Finance Manager attended the California Society of Municipal Finance Officers Conference sharpening their public finance skills, budget building and financial sustainability practices.
- Finance completed the District Comprehensive Annual Financial Report (CAFR) for the 2018/19 fiscal year, which received an unmodified opinion without any management letter comments.
- Finance updated the Board of Directors with the 2018/19 fiscal year financial closeout and the 2019/20 fiscal year mid-year budget update.

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

- Information Systems completed an internet speed upgrade from 100 Mbps to 200 Mbps for the CSD Administration building.
- Staff completed computer network install at the Fire Department HQ.
- Roof repair project was completed at Fire Stations 72, 73 and 75.
- Elk Grove Park staff has new locker rooms.

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

- Human Resources worked with District leadership staff to revise and streamline the seasonal hiring process and provide candidates a more efficient process and pleasant experience when applying for seasonal employment opportunities.
- The General Manager attended weekly Rotary Club of Laguna Sunrise meetings and Elk Grove Chamber of Commerce Board meetings, strengthening the District’s continued commitment to the community.
- The Pavilion in Elk Grove Park received a facelift, with new flooring.
- Morse Dog Park Upgrade was complete and it is now open to the public.

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

- Information Systems assisted Sacramento Regional Fire and a contractor to complete the Westnet station alerting system upgrade at all District fire stations to ensure timely station alerts for 911 calls.
- District Leadership met with United Way to explore new ways District staff can strengthen their ties to the community by offering them the opportunity to have payroll deductions dedicated to support local non-profits.
- Staff completed replacement of four neighborhood entry signs at Perry Ranch.

Webpage Visits

January	2020	2019	Change	Top Pages		Users
Sessions	25,266	33,435	-24.43%	1	Home Page	4,791
Unique Visitors	18,417	23,815	-22.67%	2	Activity-Guide	3,173
Pageviews	65,307	109,902	-40.58%	3	Parks-Recreation	1,813
				4	Employment	1,060
				5	Father-Daughter-Dance-Series	785
				6	Registration	743
				7	Wackford-Aquatic-Complex	732
				8	Parks-Facilities-Stations	727
				9	Reception-Meeting-Rooms	677
				10	Fire	674

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

<i>Planning</i>		
Fire Station 78	Goal 4	Initiate On-Call Architectural Services RFP. Feb 2020. Developer preparing documents to grant PUE to City.
Recreation Center @ Beeman Park	Goal 2*	Senior Center moved to District 56. Prepare office space in February for staff move in March.
Climate Action Plan	Goal 4*	Revised Greenhouse Gas (GHG) Inventory complete. CAP completion scheduled 5/29/20.
Town Square Park Revitalization	Goal 2*	Posted revised Plans based on Community Outreach online for further comment.
Morse Park Recreation Center	Goal 1*	Developed preferred design option and in process of scheduling site visits w/ individual Board Members.
Lichtenberger/Pederson Park Revitalization	Goal 2*	Approved Landscape Architect Consultant Agreement.
Admin Building Solar Project	Goal 2	Staff reviewed RFP for both Solar and Parking Lot Improvement which shall include CWTA
<i>Design & Bidding</i>		
Fire Station 77	Goal 4	Design Development Plans 60% complete. Negotiating w/ City & SASD to allow access to offsite utilities. Estimate out to bid June 2020.
MacDonald Park Phase 2 (1 acre)	Goal 1*	Topographical survey completed. Staff commencing Design Development.

<i>Construction</i>		
Roof Repair Project	Goal 3	Fire stations 72,73 & 75 completed, working on Kloss Complex.
Fire HQ North Building	Goal 3	Completed Computer Network install. Staff re-routed water line, in the process of patching and painting walls.
Pavilion Floor Replacement	Goal 4*	Completed
Administration Building	Goal 4	Back-up generator set. Installation and activation to be completed in February
Elk Grove Park Corp Yard Locker Rooms	Goal 3	Completed
Oasis Community Park (20 acres)	Goal 1*	Construction is 55% complete. 80% of AC and concrete paving completed. Shade structures and play equipment installation in progress. Site stabilized for winter erosion protection. Phased opening, phase 1 open summer 2020 weather dependent.
Morse Dog Park Upgrade	Goal 2*	Construction complete. Now open to the public.
Fieldstone North/ Milestone Trail Corridor	Goal 1*	Performing Inspections on irrigation & landscaping, Construction at 70%
Neighborhood Sign Replacements – Perry Ranch	Goal 4*	Completed replacement of four neighborhood entry signs.
Pebbleflex Settlement - Surfacing Replacement	Goal 4*	Completed BSP and Stephenson Park playgrounds. Remaining locations to be complete April 2020
Administration Building – Landscape	Goal 4	Patio furniture ordered; Some Pre-school Tot Lot play equipment delivered. Wood fiber and plants to be donated for helping hands project.
California Montessori Project	Goal 4*	Installed new intercom and camera system to work with recently installed gates.
Singh & Kaur Park (5 acres)	Goal 1*	Bid Award 12/18/19. Approved contract and insurances. Pre-con meeting in Feb. Construction start Mar/April 2020. Weather dependent

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

Finance: Accounts Payable

741
INVOICES

493
CHECKS

329
RECEIVABLES

Completed Comprehensive
Annual Financial Report

Human Resources



84
APPLICANTS

13
RECRUITMENTS

Improved seasonal hiring process

**Leadership staff attended the
MLK March for the Dream**

Information Systems



Upgraded internet speeds
at Administration Building

134 Work Requests

65,307 Page views on yourcsd.com

Facilities



Roof repair project was
completed at Fire Stations
72, 73 and 75

176
WORK
REQUESTS

New Signs at Perry Ranch

New floors at the Pavilion
in Elk Grove Park



STAFF REPORT

DATE: February 19, 2020

TO: Board of Directors

FROM: Kelly Gonzalez, Parks and Recreation Director

SUBJECT: PARKS AND RECREATION DEPARTMENT REPORT – JANUARY 2019



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

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



GOAL 1 – Meeting the Needs of Our Growing Community

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

- Preschool participants learned about Chinese New Year and the Chinese culture. Staff continues to support children's social emotional skills vital for their success as a person and a valued member of the community.
- Golf Operations staff meet with local customers seeking feedback that will help enhance upcoming events and create events that will expand opportunities to our community.
- Golf Operations staff finalized scheduling for PGA Jr League, The First Tee, and LPGA*USGA Girls Golf programming March through November. March through June Golf lesson planning was completed.



GOAL 2 – Revitalizing & Developing Community Spaces

Strengthen parks and recreation facilities for future generations.

- Golf Operations staff:
 - Completed renovation of the landscaping surrounding the #1 tee, installing new plants and bark in the area, along with two concrete steps and a concrete pad for the sand and seed bottles used for fixing divots on the course.
 - Replaced and reinforced broken sections of fencing at the base of the driving range netting surrounding the teaching area.
 - Checked the irrigation system and raised sprinkler heads that were below grade to improve functionality.
- Park Operations staff:
 - Completed the planting of the 50 trees and various plant material in seven locations.
 - Installed six concrete trash receptacles at Houde Park to replace the existing cans that reached their useful life.



GOAL 3 – Enhancing Community Connections

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

- Preschools continued participation of InAlliance and Active Adult volunteers in programs to gain beneficial experiences and build connections with members of the community.
- Preschool staff attended Human Trafficking workshop to support the EGUSD.
- Park Operations continued their partnership with the Elk Grove Garden Club by working on a renovation project that included the removal of turf to expand the size of the current rose garden at Town Hall Square Park.
- Golf Operations staff boosted its social media exposure via Instagram and Facebook, by using the following daily hashtags.
 - #MerchMonday - highlights merchandise that is sold in the pro shop.
 - #TheFirstTeeTuesday - will promote future junior programs as well as highlighting fun moments during the season.
 - #WisdomWednesday – will highlight golf instructors as they provide small golf tips.
 - #FairwayFriday will consist of a picture of a different hole each from the fairway.
 - #ShoutoutSaturday will highlight a volunteer, employee, or marshal along with a short bio and why they enjoy working for CSD.
 - #SocialSunday will highlight an event, adult program, etc. at the golf course.
- Golf Operations staff helped a Franklin High School student create a video for college recruitment.
- A Golfership was accepted for a 6-year-old student. The First Tee of Greater Sacramento donated \$100 to provide the student an opportunity to participate in an upcoming program.
- Teen Action Committee (TAC) completed their first of two Junior Achievement Leadership Development Workshops – a 7-week course in career success. Teen Center Staff instructed and engaged attendees with insightful exercises and activities and began the second phase of the program: Personal Finance.
- Recreation Services held the first of two Recreation Leadership Development (RLD) mini conferences this month. Part-time staff were invited to attend this 6 hr. training, dedicated to fostering growth in their leadership skills. Several departments in the District participated in an Expo, allowing participants of RLD to ask questions, and seek career advice. Participants were also able to choose from a variety of relevant sessions, presented by several District staff such as Mike Dopson, Teri deRosier, Leah Henson, J Long, and Scott Nicolos.
- The following approved 2020 Community Support Program (CSP) awardees occurred in the month of January:
 - South Area People First Meeting - Wackford Complex; hosted by South Area People First
 - Board of Directors' Planning Meeting - Wackford Complex; hosted by Elk Grove Historical Society
 - Crab Feed Fundraiser - Laguna Town Hall; hosted by Franklin High School Band Boosters

- Met with prospective Independent Contractors for the Summer 2020 session.
- Prepared Staff Report proposing to eliminate the Community Support Program after 2002 and implement an Equitable Partnership Program.
- Staff created donation gift of an Emerald Lake Golf Package for the COSUMNES Fire Fighters Crab Feed to be held February 1



GOAL 4 – Ensuring A Sustainable Parks & Recreation System

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

- Golf Operations staff attended a Lawn Care continuing education seminar and a Turf Tech Workshop that highlighted golf course maintenance practices and projects.
- Golf Professional Katie Hamilton attended the Player and Teacher Forum in Davis.
- Aquatics hired a new Recreation Coordinator, Kevin DeFranco, and welcomed back Recreation Supervisor Liz Hughes from maternity leave.
- Aquatics held an annual Lifeguard Instructor Review class as a way to keep our in-house instructors current on their certifications and refreshed in their skills.
- The two Aquatics Coordinators attended an all-day NCAMA (Northern California Aquatic Management Association) Workshop.
- The Sports Section hired Sandhya Sami as the new Administrative Assistant, filling a vacancy left by Jamie Fawcett who moved to accounting.
- The Sports Section held their annual retreat this month in Auburn, CA. Where the Section lined up the goals and objectives for 2020, formed a book club for professional development, and divided up the programs and responsibilities for the upcoming year.

10,508 PRE-PAID/NEW REGISTRATIONS



PARTICIPANTS REGISTERED FOR
DROP-IN PROGRAMS



1,014

\$2,675

IN-KIND DONATIONS



\$9,475

SPONSORSHIP REVENUE



Tiny Tot Preschools

PARTICIPATED IN CHINESE NEW
YEAR CELEBRATIONS



Park Operations

212 PARK MAINTENANCE HOTLINE CALLS
10 TREE MAINTENANCE WORK ORDERS
102 MISCELLANEOUS WORK ORDERS

Urban Forest Preservation



50
TREES PLANTED

EMERALD LAKES GOLF COURSE



Golf Operations new hashtags:

- #MERCHMONDAY - WHAT IS FOR SALE AT THE PRO-SHOP?
- #THEFIRSTTEETUESDAY - JUNIOR PROGRAMS
- #WISDOMWEDNESDAY - GOLF TIPS FROM THE PROS
- #FAIRWAYFIRDAY - PHOTOS OF OUR GOLF COURSE
- #SHOUTOUTSATURDAY - OUR PEOPLE MAKE A

DIFFERENCE AND LOVE GOLF

- #SOCIALSUNDAY - WHAT IS HAPPENING AT THE COURSE?

Rounds of Golf 1,649

SOCIAL MEDIA STATISTICS



69.7k Impressions



4,925 Engagements



127 Link Clicks

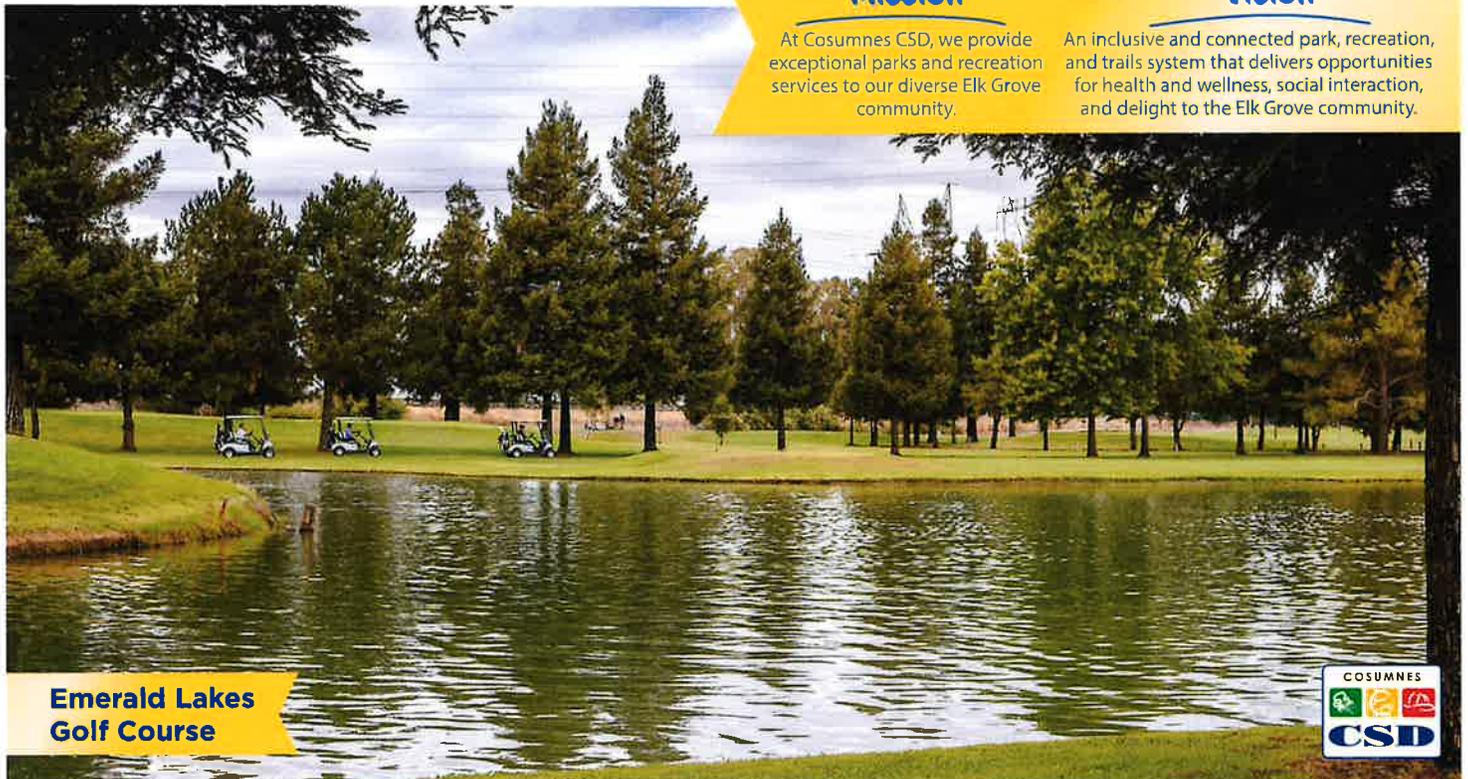


Mission

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.



**Emerald Lakes
Golf Course**

STAFF REPORT

DATE: February 19, 2020
TO: Board of Directors
FROM: Mike McLaughlin, Fire Chief



SUBJECT: FIRE DEPARTMENT REPORT – JANUARY 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.

- Senior Chiefs conducted interviews for the Captain position and promoted Nick Mello as well as Mark Kaebnick to the Captain position. (Objective 2.a.,2.b.)
- A Badge Pinning ceremony took place for Paul DuVal's promotion from Firefighter to Engineer. (Objective 2.b.)
- Pam Dawson was promoted to Management Analyst for the Fire Department. (Objective 2.a.)
- Ordinance 7, which includes schedules for Emergency Medical Service fees, Fire Prevention fees, Operations fees, Traffic Code Enforcement fees, and Training Facility Rental fees went into effect. (Objective 1.a.)



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

- Crews arrived on scene of emergency calls in seven minutes and eight seconds (07:08) from the receipt of the dispatch by Sacramento Regional Fire/EMS Communications Center Systems (SRFECC), 90% of the time for the month of January. The Cosumnes Fire Department's standard is seven minutes (07:00) from the time the call is received in SRFECC. (Objective 1.a.)
- Chief Officers collaborated to develop operational philosophy for the Cosumnes Fire Department and proactively planned for the future. (Objective 2.b.,2.c.)
- Chief Bair participated in the Sacramento County Operational Fire Chiefs committee meeting. (Objective 3.a.)



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

- Staff responded to critical incidents to facilitate operational level learning in support of Didactic and Clinical education. (Objective 1.a.)
- Staff offered “Community CPR” and “Stop the Bleed” through the CSD Activity Guide for the first time. The class was well received and had a waiting list. (Objective 1.d.)
- Staff collaborated with Sacramento County Emergency Medical Services to draft a revised Multi Casualty Incident Response Plan. (Objective 2.c.)
- Staff supported Emergency Medical Services didactic, clinical, and field introduction for Academy 19-01. (Objective 1.d.)
- 24 Subpoenas and 1,364 Patient Care Reports were processed. (Objective 3.a.)
- Chief Shurr facilitated meetings with all field crews to receive feedback on the next edition of the Emergency Medical Services Masterplan. (Objective 3.a.)
- Chief Shurr held a stakeholder meeting with Sutter Medical Center to discuss operational improvements. (Objective 2.c.)



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

- Fire Investigators issued two infractions for \$226 in fines. (Objective 1.a.,4.a.,4.b.,4.c.)
- 100% of the 287 requested construction inspections were completed within 48 hours. (Objective 3.c.)
- Fire and life safety information was provided at 21 different presentations/events. (Objective 4.b.)



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

- Staff completed 25 services and 83 other repairs. (Objective 1.b.)
- Jack Robin attended the Cal Chiefs workshop and the Fire Department Safety Officer Association (FDSOA) Fire Apparatus Safety and Equipment conference. (Objective 1.a.)



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

- Staff facilitated an acting Engineer exam for Department members. (Objective 3.a.)

- The Training and Academy staff organized and facilitated the California State Firefighter 1 test to certify all recruits to the state level. Members of the Wilton Fire Department were invited and participated in the certification process as well. (Objective 1.a., 1.b., 1.d.)
- Academy staff established and provided final Emergency Medical Services testing for the 19-01 Academy Recruits. (Objective 1.a., 1.d.)
- Staff participated in training for the department's burn tower following annual tower maintenance. (Objective 1.a., 2.a.)
- Staff administered 58 hours of Administration training, 183 hours of Daily Training, 53 hours of Emergency Medical Services Continued Education training, 1073 hours of Monthly training, and 458 hours of Taskbook Completions, totaling 1825 hours of training. (Objective 1.a)

Total Number of Monthly Incidents

1,863 ↑

	Fire	20
	Explosion	1
	EMS	1,415
	Hazardous Conditions	33
	Service Call	110
	Good Intent	186
	False Alarm	88
	Severe Weather	0
	Special Incidents	0
	Not Reported	10

Total Loss from December Fires

\$29,015

Incidents by Day of Week



Total Responding Units

3,210 ↑

January 2019
3,126 Responding Units

Response Time

Alarm to Arrival Emergent Only

90th Percentile
CFD Standard is 7:00



0:07:08

Average Commitment Time

Dispatch to Clearing Scene

38:44



Unit Hour Utilization

Total hours for 30 days for 24 hours per day



Medic 45



Medic 46



Medic 71



Medic 72



Medic 73



Medic 74



Medic 76

Public Education

Car Seats	11
Site Visits	7
Station Tours	4
People Reached	429



**COSUMNES COMMUNITY SERVICES DISTRICT
REGULAR BOARD MEETING – 6:30 PM
WEDNESDAY, FEBRUARY 5, 2020
MINUTES**

REGULAR BOARD MEETING – 6:30 PM

ATTENDANCE

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

General Manager Josh Green, Deputy Fire Chief Troy Bair, Chief Administrative Officer Nitish Sharma and District Counsel Sigrid Asmundson were also present.

A. CALL TO ORDER/PLEDGE OF ALLEGIANCE

1. President Fuentes called the meeting to order at 6:32 p.m.
2. Management Analyst Pam Dawson, led the Pledge of Allegiance.
3. A moment of silence was observed to honor Pleasant Grove High School Student Gina Shen Brinsmead.

B. ANNOUNCEMENTS/PRESENTATION

4. February 5 – National Women and Girls in Sports Day.

Parks and Recreation Director Mike Dopson gave a presentation on Girls and Women in sports. President Fuentes presented a recognition plaque to soccer player from IR Academy Danna Restom for her contributions to the game and the community.

Zach Masters IR Academy Director of Coaching thanked the Board for the recognition.

C. COMMUNICATIONS FROM THE PUBLIC

Mr. David Brown owner of local business Dreaming Dog Brewery, addressed the Board and presented a check with proceeds from a fundraiser he did at his business to benefit the Cosumnes Legacy Foundation Veterans Memorial project.

D. CONSENT CALENDAR

5. Approve the January 9, 2020 Special Board Meeting Minutes.
6. Approve the January 15, 2020 Regular Board Meeting Minutes
7. Receive and File Report on Restroom Locations Along Trails.
8. Approve Commencement Resolution No. 2020-09 for the District Wide Landscape and Lighting Assessment District, the Vista Creek Park Assessment District, Camden Park Assessment District, Fallbrook/Park Lane/Britschgi Park Assessment District, Hampton Village Park and Landscape Improvement District, Camden Estates and Camden Pointe Improvement District, and the Perry Ranch Improvement District.
9. Authorize the General Manager to Surplus Obsolete Vehicle.
10. Adopt Resolution No. 2020-11, approving the Naming of District Parks and Facilities Policy (Policy #2440).

11. Receive and File Annual Report for Fiscal Year 2018-19 Regarding Development Impact Fees.
12. Approve Amended Confidentiality Agreement with Wilton Rancheria.

Director Albiani moved to approve consent items 5 to 9, 11 and 12; seconded by Director Brewer, vote was unanimous.

Director Moreno pulled item 10 for discussion.

Director Moreno wanted to gain some perspective on naming parks and facilities after individuals.

After deliberation Director Albiani moved to approve consent item 10; seconded by Director Moreno, vote 3 aye and 1 abstention Brewer.

E. PUBLIC HEARINGS

None

F. STAFF REPORTS

13. **SUBJECT:** Community Support Program.

Parks and Recreation Director Kelly Gonzalez introduced Senior Management Analyst Anne Poggio, who reviewed the staff report.

RECOMMENDATION:

1. Approve the elimination of the Community Support Program after 2020 calendar year; and
2. Approve the recommendation to develop an Equitable Partnership Program beginning in 2021.

After discussion Director Albiani moved to accept staff's recommendations 1 and 2; seconded by Director Moreno, vote was unanimous.

G. INFORMATIONAL ITEMS

14. **Note** from Colin Smith, Co-Chair of the Northern California Aquatic Management Association thanking Parks and Recreation Director Mike Dopson for presenting at their 2020 Workshop.
15. **Note** from the El Dorado County Sheriff Lieutenant Jeff Leikauf thanking the Fire Department for attending the Memorial Service for Deputy Brian Ishmael.
16. Note **from** the Shriners Hospital for Children thanking the Fire Department for donating toys, games and puzzles to the hospital patients.

H. BOARD OF DIRECTORS BUSINESS

17. City of Elk Grove Liaison
18. City of Elk Grove Two by Two - Albiani reported on the recent meeting where they discussed safety and the new park ranger program being implemented by the District. The City is supportive of District's initiatives. Brewer is looking forward to the support from the police department on the new park ranger program.
19. City of Galt Liaison

- 20. City of Galt Two by Two – Brewer is looking forward to the 2 by 2 meeting.
- 21. Elk Grove Cosumnes Cemetery District Two by Two
- 22. Elk Grove USD Two by Two
- 23. Senior Center Board
- 24. Elk Grove Historical Society
- 25. Elk Grove Chamber of Commerce – Fuentes highlighted the excellent presentation on new HR laws affecting businesses.
- 26. Galt Chamber of Commerce
- 27. Diversity Work Group – the Group met and discussed the issue of funding to the at-risk youth fire academy program which the City of Sacramento Fire supports by providing the majority of the funding. Would like to see the Fire Chief's Association offer more and increase the financial support to the program.
- 28. Northern California Special Districts Insurance Authority
- 29. Fire Communications Center
- 30. Sacramento County Treasury Oversight Committee
- 31. Miscellaneous Reports – Albiani requested that the Sacramento Tree Foundation be added to this report.
- 32. Meeting/Event Approval
- 33. Meeting/Event Report

H. IDENTIFICATION OF ITEMS FOR FUTURE MEETING

Moreno, asked that an effort be coordinated where staff who work at our parks can offer support and resources to non-housed people staying at our parks. General Manager proposed bringing back a receive and file report on the District's involvement and measures implemented to accommodate these needs.

I. ADJOURNMENT

With no further business, the meeting was adjourned at 7:46 p.m.

Approved: _____
Board President

Attest: _____
Secretary to the Board

STAFF REPORT

DATE: February 19, 2020
TO: Board of Directors
FROM: Joshua Green, General Manager
SUBJECT: REJECTION OF CLAIM



RECOMMENDATION

The Board of Directors adopts Resolution No. 2020-12, rejecting in whole the claim filed by Rosa Valenzuela.

BACKGROUND/ANALYSIS

A claim was filed by Ms. Rosa Valenzuela alleging liability for property damage incurred by an incident when a tree branch fell on her back yard and damaged a window and roof.

This claim was forwarded to Special District Risk Management Authority (SDRMA) who provides insurance for the District. SDRMA recommended the District rejects this claim.

The attached Resolution formally rejects the tort claim.

SUSTAINABILITY ANALYSIS

No environmental impacts are expected as a result of this action.

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

Respectfully submitted,

Joshua Green
General Manager

Attachment: Resolution No. 2020-12

RESOLUTION NO. 2020-12

**RESOLUTION OF THE GOVERNING BOARD OF THE
COSUMNES COMMUNITY SERVICES DISTRICT**

Rejection of Government Claim

WHEREAS, a claim for monetary damages ("Claim") has been presented by Rosa Valenzuela, dated January 16, 2020, against the Cosumnes Community Services District for alleged property damage; and

WHEREAS, California Government Code Section 912.4(a) provides that when a claim is presented to a local public entity, that local public entity has forty-five (45) days to act upon said claim; and

WHEREAS, California Government Code Section 912.6(a)(1) provides that when a claim is made against a local public entity, a Board may reject the claim, if it finds the claim is not a proper charge against the local public entity; and California Government Code Section 912.6(a)(4) provides that when a claim is made against a local public entity, the board may reject the claim if the legal liability of the public entity is disputed; and

WHEREAS, that the Governing Board of the Cosumnes Community Services District has considered the Claim filed by Rosa Valenzuela.

NOW, THEREFORE BE IT RESOLVED that the Governing Board of the Cosumnes Community Services District has concluded that the Claim be rejected in its entirety.

BE IT FURTHER RESOLVED that the District's General Manager, or his designee, is authorized to give notice to Rosa Valenzuela of this Governing Board's decision to reject, in its entirety, the Claim, and further advise that said claimant has six (6) months from the date the rejection is deposited in the mail to file a court action on the claim. Such notice, together with a copy of this Resolution, shall be served upon Rosa Valenzuela on or before February 29, 2020.

PASSED AND ADOPTED this 19th day of February, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Cosumnes Community Services District

Orlando Fuentes, President

ATTEST:

Joshua Green, Secretary

STAFF REPORT

DATE: February 19, 2020
TO: Board of Directors
FROM: Nitish Sharma, Chief Administrative Officer
BY: Jeremy Edwards, Finance Manager
SUBJECT: CONSULTANT AGREEMENT WITH PFM ASSET MANAGEMENT LLC TO PROVIDE INVESTMENT MANAGEMENT SERVICES TO THE DISTRICT



RECOMMENDATION

It is respectfully recommended that the Board of Directors:

1. Adopts Resolution 2020-13 (**Attachment A**) authorizing the General Manager to execute a three (3) year Consulting Agreement with PFM Asset Management LLC for Investment Management Services; and
2. Authorizes the General Manager to execute two (2) additional one-year renewal options.

BACKGROUND

The District Treasurer (currently the Chief Administrative Officer) is responsible for managing the investment portfolio of the District in accordance with the District's investment policy and State statutes. The investment policy has three investment objectives: (1) safety of principal, (2) liquidity needs, and (3) obtain a reasonable yield within the first two objectives. These investment objectives ensure investment of public funds in a manner that provides a reasonable investment return with maximum security while meeting daily cash flow demands of the District.

District funds needed for immediate disbursement are maintained in a general checking account. The District's investment liquidity objective requires that 40 to 60 percent of General Fund operating budget shall be invested in securities with a maturity of one year or less. Remaining funds not needed for current disbursement needs or the liquidity objective, are invested in the District's pooled investment portfolio. The table below represents the types of investments held in the District's pooled investment portfolio as of December 31, 2019.

Investment	Book Value	Market Value	Percent of Portfolio Market
Federal Agency Securities	42,067	41,752	.25%
State Investment Pool (LAIF)	24,525,403	24,567,169	45%
U.S. Municipal Bonds			
Certificates of Deposit	14,935,000	14,993,453	28%
Supranational Securities			
U.S. Corporate Bonds	14,024,369	14,167,572	26%
Money Market Funds	145,367	145,367	.75%
U.S. Treasury Obligations			
Total Investment Portfolio	53,672,206	53,915,313	

In the past, the District has managed this portfolio using the services provided by B Riley Wealth Management, Multi-Bank Securities, and Raymond James.

ANALYSIS

The total market value of the District's investment portfolio managed by the investment management firm as of December 31, 2019 is \$53,915,313. The Investment Manager manages and advises the District Treasurer when to purchase a security and the rate of return expected from the security.

Role of Investment Manager

Investment Managers are professionals with experience, training, and special expertise in the area of investment management. Public agencies hire investment advisors that have experience with fixed- income securities rather than equities, real estate, or foreign bonds. Public agencies seek advisors that are experienced with the securities authorized by the California Government Code as well as the local agency's adopted investment policy.

Reasons that a public agency chooses to employ the services of an investment manager include:

- Expertise and Specialization. Investment Managers will work with local agencies to improve the return of the portfolio by selecting investments with better relative value (an investment that compensates for inherent risk). They will provide cash flow analysis to help free up liquid assets for longer term investments with higher yields. They will use analytical models that will identify yield curve placement, which will optimize the return on investment.
- Economy of Scale. The Investment Manager will provide a full complement of investment services and market information that would not be possible to do in-house without the economy of scale that full-time Investment Manager Services provide.
- Greater Scrutiny and Evaluation of Investments. A local agency's portfolio will be invested more safely due to ongoing credit analysis by a team of investment professionals.
- Competitive Bid Process. With more assets under management, these firms have economies of scale, which allow them to get better prices and rates on investments they buy or sell on behalf of their clients.

Investment Management Services RFP Process

Because of the above reasons, the District issued an RFQ for Investment Manager Services on December 10, 2019. The RFQ closed on December 27, 2019, and three proposals were received. The Chief Administrative Officer, the Finance Manager, and the Accounting Specialist reviewed the proposals and evaluated each firm based on selection criteria contained in the RFQ. These selection criteria included understanding the District's investment program and objectives; the firm's current and past portfolio performance compared to a selected benchmark; qualifications and experience of the firm and proposed engagement staff; investment management approach; fees charged and references. The review panel determined that PFM Asset Management LLC submitted the most qualified and responsive proposal providing the best value to the District.

About PFM Asset Management LLC

The review panel recommends PFM Asset Management LLC as best suited to work with the District:

Experience

PFM has been managing fixed income portfolios for public sector clients nationwide for the past 40 years. As of September 30, 2019, they manage approximately \$105.5 billion in discretionary assets, the majority of which represent public agencies similar to the District. In California, they have assisted public agencies since 1989 with developing prudent investment policies in line with California Government Code, and with implementing long-term investment strategies that can weather market cycles. Some of their current clients include East Bay Regional Park District, Modesto Irrigation District, City of Stockton, City of Davis, and City of Lincoln. Additionally, PFM often works with California agencies to update their investment policies to incorporate any sustainable investing initiatives.

Senior Team and Resources

The engagement team proposed to work with the District includes a locally based Lead Advisor with 16 years of industry experience and firm tenure, as well as six Portfolio Management and Strategy Team members averaging 18 years of industry experience (working with fixed income public sector clients) and 12.5 years of firm tenure. Three of the team members hold the CFA designation. The team is supported by more than 250 professionals in the firm, including a fixed income trading desk and Portfolio Strategies Group, Accounting Group, and Compliance Group.

Investment Approach

PFM's investment philosophy matches that of the District, and are 1) safety, 2) liquidity, and 3) yield. The firm emphasizes a proactive, yet low-risk approach to portfolio management, using strategies like relative value analysis, active management, diversification, and a strong credit process to seek value and incremental income. Additionally, maintains research capabilities to offer a customized Environmental, Social and Governance ("ESG") investment solution that further helps clients achieve their sustainability goals, if requested and for an additional cost. With this approach, the firm is able to quantify a portfolio's ESG risk exposure and other material issues that may impact an issuer's ESG risk rating, and adds an additional layer of screening to the credit review process.

Other benefits of contracting with PFM include:

- Reduced excess liquidity through cash flow analysis
- Increased active management of investments to safely enhance return
- Access to market resources such as Bloomberg
- Competitive shopping and volume price optimization to seek best execution on all trades
- Monthly online reporting and monitoring tools for all transactions and current balances
- Supportive communications and transparency through monthly reporting and quarterly meetings to discuss results with Chief Administrative Officer and Board of Directors as needed

Record of Performance and Fees

The firm's 1-3 Year Fixed Income Composite outperformed the benchmark over a 1, 3, and 5-year period as of September 30, 2019, and their asset-based fees are competitive.

FINANCIAL ANALYSIS

The net interest earnings received by the District after management fees for the Fiscal Year 2018/19 was \$253,946 based on the \$86,697,091 total market value of the investments. The District is evaluating the current cash balance and preparing a liquidity analysis to ensure we are fully maximizing the returns on the investments without any impact to the liquid cash.

SUSTAINABILITY ANALYSIS

The District will work with the Investment Manager to prepare an investment policy that will ensure that the District funds are invested in issuers that meet the District's sustainability goals.

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

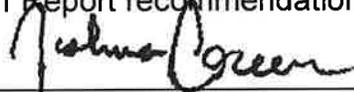
Respectfully submitted,



Nitish Sharma,
Chief Administrative Officer

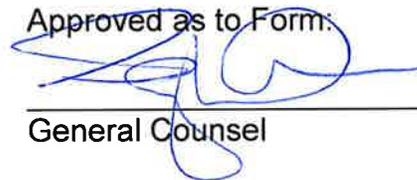
Attachment: A – Resolution No. 2020-13

Staff Report recommendation authorized by:



General Manager

Approved as to Form:



General Counsel

Attachment A

**RESOLUTION NO. 2020-13
RESOLUTION AUTHORIZING THE GENERAL MANAGER TO EXECUTE
AGREEMENT WITH PFM ASSET MANAGEMENT LLC. TO PROVIDE INVESTMENT
MANAGEMENT SERVICES TO THE DISTRICT**

WHEREAS, the District has identified the need to retain the services of a highly qualified investment manager that will incorporate the District's goal of financial stability and accountability, offer a cost and risk conscious investment approach considering cash flow needs, both short-term and long-term, to assist the District in providing a high level of services to its constituents; and

WHEREAS, the District released a Request for Qualifications for investment management services and received a total of three responses; and

WHEREAS, after careful evaluation of all three proposals, the firm of PFM Asset Management LLC, is the top recommendation.

WHEREAS, PFM Asset Management LLC, based in San Francisco, California, has a successful record and wealth of experience serving as an investment manager to many cities and special districts located throughout California; and

WHEREAS, the Manager would be placed under a three-year contract, not to exceed \$100,000, with up to two one-year options upon expiration of the initial contract; and

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the Cosumnes Community Services District that the General Manager, in consultation with the District Attorney, is hereby authorized to execute an Agreement with PFM Asset Management LLC, to provide investment management services to the District.

PASSED AND ADOPTED by the Board of Directors of the Cosumnes Community Service District this 19th day of February 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Orlando Fuentes
Board President

ATTEST: _____
Elenice Gomez
Board Clerk

STAFF REPORT



DATE: February 19, 2020
TO: Board of Directors
FROM: Steve Sims, Director of Parks and Neighborhood Services
BY: Rachele Manges, Senior Management Analyst
SUBJECT: APPROVAL OF LEASE AGREEMENT FOR GOLF CARTS

RECOMMENDATION

The Board of Directors approves Resolution No. 2020-10 authorizing a 48-month lease agreement with Club Car, LLC to provide golf carts and utility vehicles for use at the Emerald Lakes Golf Course and authorizes the General Manager to execute the agreement.

BACKGROUND/ANALYSIS

In January 2006, the Cosumnes Community Services District (CSD) took ownership and began operating the Emerald Lakes Golf Course. In January 2008, the CSD entered into a 48-month lease agreement with Yamaha Golf Carts. Subsequently, Yamaha Golf Carts was the lowest bidder during prior solicitations and awarded the lease agreements again in 2012 and 2016. The current lease agreement is set to expire at the end of April 2020.

Staff solicited bids from three golf cart suppliers for the lease of thirty golf carts. The suppliers and the bids are outlined below:

<u>Supplier</u>	<u>Monthly Price</u>	<u>Annual Price</u>
Yamaha Golf Carts	\$2,760.00	\$33,120
Club Car, LLC	\$2,490.00	\$29,980
EZ GO Golf Cart	\$2,460.00	\$29,520

Although EZ GO Golf Carts is slightly lower than Club Car, LLC, staff recommends entering the lease with Club Car, LLC as they will provide use of two maintenance utility carts for the duration of the lease at no additional cost. The utility carts are used daily for maintenance needs around the golf course and range. Renting two carts would cost approximately \$5,000 per year.

The benefits of leasing golf carts are:

- A new inventory of golf carts every four years;
- Provides for consistency in appearance and operations of carts;
- Golf cart and battery warranties reduce staff and financial resources needed to maintain the carts.

FINACIAL ANALYSIS

The annual cost of leasing thirty golf carts is \$29,980. The remaining months in Fiscal Year 2019-20 were included in the approved Fiscal Year 2019-2020 Golf Section budget. The lease costs in subsequent years will also be included in the Golf Section budget. Revenue

Staff Report: Approval of Lease Agreement for Golf Course
February 19, 2020

earned from golf carts in Fiscal Year 2018-2019 was approximately \$110,000. This report and the financial analysis have been reviewed by the District Chief Administrative Officer and District Counsel.

SUSTAINABILITY ANALYSIS

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

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

Respectfully submitted,



Steve Sims
Director of Parks and Neighborhood Services

ATTACHMENT:

A – Resolution No. 2020-10

Staff Report recommendation authorized by:



General Manager

COSUMNES COMMUNITY SERVICES DISTRICT

RESOLUTION NO. 2020-10,

A RESOLUTION AUTHORIZING THE GENERAL MANAGER TO EXECUTE A 48-MONTH LEASE AGREEMENT WITH CLUB CAR, LLC TO PROVIDE GOLF CART AND UTILITY VEHICLES TO THE DISTRICT

WHEREAS, the District has identified the need to lease golf carts and utility vehicles for use at the Emerald Lakes Golf Course; and

WHEREAS, the District has solicited bids for the lease of thirty golf carts and two utility vehicles, and

WHEREAS, after analysis of bids, Club Car, LLC is the recommended company; and

WHEREAS, Club Car LLC, will provide thirty 2020 Club Car Tempo Lithium golf cars with parts packages to ensure proper maintenance and good fleet rotation, and the use of two CarryAll utility units at no charge during the duration of the lease term; and

WHEREAS, the Company would be placed under a forty-eight-month lease contract, at \$2,4888.50 per month plus sales tax.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the Cosumnes Community Services District that the General Manager, in consultation with District Counsel, is hereby authorized to execute an Agreement with Club Car, LLC, to provide 30 golf carts and two utility vehicles for use at the Emerald Lakes Golf Course.

PASSED AND ADOPTED by the Board of Directors of the Cosumnes Community Service District this 19th day of February 2020, by the following vote:

AYES:

NOES:

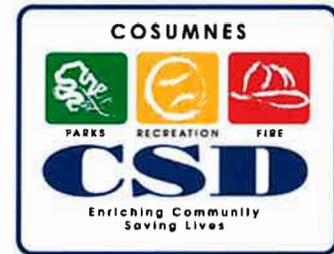
ABSENT:

Orlando Fuentes
Board President

ATTEST: _____
Elenice Gomez
Board Clerk

STAFF REPORT

DATE: February 19, 2020
TO: Board of Directors
FROM: Paul Mewton, Chief of Planning, Design and Operation



SUBJECT: APPROVAL OF QUIMBY APPRAISAL AGREEMENT

RECOMMENDATION

The Board of Directors authorizes the General Manager to execute a Contract for Services between the District and City of Elk Grove for Quimby real estate appraisal services.

BACKGROUND

Pursuant to Government Code Section 66477 and City of Elk Grove Municipal Code (EGMC) Chapter 22.40, a developer is required to dedicate at least five acres of park land per 1,000 residents. This is known as a Quimby dedication. As an alternative to the dedication of land a developer may provide in-lieu fees equal to the value of their required Quimby dedication, known as Quimby In-Lieu Fees. Except for Quimby dedications expressly exempt under the City and District MOU, Quimby land and in-lieu fees are passed to the District.

EGMC Section 22.40.040 provides a formula for the calculation of Quimby In-Lieu Fees based on the fair market value of the developer's property. For City Quimby dedications and fees, the City requires a qualified licensed real estate appraisal from the City's list of approved appraisers to render a fair market value (per acre) of the developer's subdivided property. For District Quimby dedications and fees, the EGMC provides that the District may, in its sole discretion, determine the fair market value by conducting an appraisal through: (1) the Sacramento County Assessor, (2) a qualified licensed real estate appraiser, or (3) another procedure acceptable to the District in a manner that determines the fair market value.

ANALYSIS

In the past, the District has determined fair market value through an appraisal with the Sacramento County Assessor. To streamline the process and create a more up-to-date appraisal, thereby potentially increasing Quimby In-Lieu Fee revenue, District and City staff negotiated the attached Contract for Services. Under the Contract, the City will conduct the appraisal process using a qualified licensed real estate appraiser from its list of approved appraisers. Because developers are required to pay the actual costs incurred by the public agency obtaining the appraisal and to pay such estimated costs in advance of the appraisal process, the City will collect the costs of the appraisal from the developer and conduct the appraisal on behalf of the District.

FINANCIAL ANALYSIS

There is no cost to the District as the City will collect the cost of the appraisal directly from the developer. Staff anticipates that using a qualified licensed real estate appraiser instead of the Sacramento County Assessor will yield a more accurate and higher fair market value, thereby resulting in additional Quimby In-Lieu Fees.

SUSTAINABILITY ANALYSIS

This Agreement increases staff efficiency and reduces duplication of services by having the City perform the Quimby appraisal process for both the City and the District.

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

Respectfully submitted,



Paul Mewton
Chief of Planning, Design and Operation

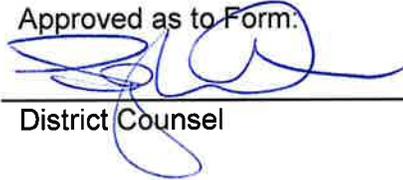
Attachment: Contract for Services

Staff Report recommendation authorized by:



General Manager

Approved as to Form:



District Counsel

CONTRACT FOR SERVICES

THIS CONTRACT (“Contract”) is made on February 26, 2020, by and between the Cosumnes Community Services District, (the “District”) and City of Elk Grove, (the “City”), collectively referred to as the “Parties.”

WITNESSETH

WHEREAS, that the City is willing to provide the services identified in the Scope of Work attached hereto and incorporated herein by this reference as **Exhibit A** (“Services”), and by reason of its qualifications, experience, and facilities, and/or the consultants it has placed under contract, is duly authorized to perform the type of services contemplated herein; and,

WHEREAS, District desires to hire City to perform the Scope of Work pursuant to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, District and City agree as follows:

1. SCOPE OF SERVICES

City will perform the Services, attend all meetings, produce all reports, appraisals and carry out all activities necessary to complete the Services listed in **Exhibit A**. This Contract and its exhibits shall be known as the “Contract Documents.” Terms set forth in any exhibits shall be deemed to be incorporated in all Contract Documents as if set forth in full therein. In the event of conflict between terms contained in these Contract Documents, the more specific term shall control.

2. TERM OF CONTRACT

This Contract shall be effective as of the date executed by the Parties (the “Effective Date”) and shall terminate as provided for pursuant to Section 9 of this Contract.

3. SCHEDULE FOR PERFORMANCE

City shall perform the Services in accordance with the schedule of performance (the “Schedule of Performance”), attached hereto and incorporated herein by reference as **Exhibit B**.

4. COMPENSATION AND EXPENSES

A. In consideration of the provision of the Services by City hereunder, District shall cause the Developer to pay the fees set forth in **Exhibit C**, “Compensation and Method of Payment,” attached hereto and incorporated herein by reference. Payment to City of such fees and the reimbursement of expenses pursuant to this Section 4 shall constitute payment in full for the performance of the Services. The Developer shall pay City any such amounts within thirty (30) days of receipt by the Developer, with a copy to District, of an invoice or deposit request from the City.

B. Developer shall reimburse City for all reasonable expenses incurred in the performance of the Services hereunder within thirty (30) days of receipt by District of an invoice from City.

C. If the work is halted at the request of District, or if the Contract is suspended or terminated in accordance with Section 9, City shall be reimbursed by Developer or remove from deposit amounts for all expenses accrued through the date of termination or suspension and City's compensation shall be based upon the proportion that the work performed bears to the total work required by this Contract.

D. Unless otherwise authorized, in writing, by District, City shall not commence the Services until the Developer has submitted the deposit required under Exhibit C to the City. In the event the deposit is insufficient to cover the associated costs, City shall invoice the Developer for said costs, with a copy to District, and shall halt all Services until such time as Developer pays, in full, the invoice and/or submits an additional deposit with the City in an amount at least sufficient to pay, in full, the invoice and any other anticipated Services. In the event the Developer fails to pay any invoice, City and District shall work collaboratively to require Developer to make such payment; provided, however, that District shall be solely responsible for ensuring that the City's invoice is paid.

5. NOTICES

A. City shall transmit invoices/request for deposit and any notices to as follows:

Cosumnes Community Services District
Attn: Chief of Planning, Design and Construction
8820 Elk Grove Boulevard
Elk Grove, CA 95624

B. District and or in conjunction with Developer shall transmit payments on invoiced amounts, and any notices required by this Contract to City as follows:

City of Elk Grove
Attn: Finance Department
8401 Laguna Palms Way
Elk Grove, California 95758

City of Elk Grove
Attn: Real Estate Manager
8401 Laguna Palms Way
Elk Grove, California 95758

Notices given pursuant to this Contract shall be deemed received as follows:

(1) If sent by United States Mail – three (3) calendar days after deposit into the United States Mail, first class postage paid.

(2) If by express courier service or hand delivery – on the date of receipt by the receiving party.

6. PROFESSIONAL SERVICES

City warrants that it shall provide the Services in the manner and according to the professional standards observed by a competent practitioner of the profession in which City, City's consultants, and agents are engaged. City makes no warranties except for that provided in this Section 6. All other warranties, express and implied, are expressly disclaimed.

7. INDEPENDENT CONTRACTOR

A. It is understood and agreed that City (including City's employees and City consultants) is an independent contractor and that no relationship of employer-employee exists between the Parties hereto.

B. City's assigned personnel or consultants shall not be entitled to any benefits payable to employees of District.

C. District is not required to make any deductions or withholdings from the compensation payable to City under the provisions of the Contract and is not required to issue W-2 Forms for income and employment tax purposes for any of City's assigned personnel.

D. City, in the performance of its obligation hereunder, is only subject to the control or direction of District as to the designation of tasks to be performed and the results to be accomplished.

E. Any third-party person(s) employed by City shall be entirely and exclusively under the direction, supervision, and control of City.

8. AMENDMENTS, CHANGES OR MODIFICATIONS

Amendments, changes or modifications in the terms of this Contract may be made at any time by mutual written agreement between the Parties hereto and shall be signed by the persons authorized to bind the Parties.

9. TERMINATION

A. This Contract may be terminated by City, provided that City gives not less than thirty (30) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate.

B. City may temporarily suspend this Contract, at no additional cost to District, provided that District is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If City gives such notice of temporary suspension, City shall immediately suspend its activities under this Contract. A temporary suspension may be issued concurrent with the notice of termination provided for in subsection A of this section. In the event of temporary suspension or termination, any deposits submitted by Developer(s) to the City for Services shall be transferred to the Developer as soon as reasonably possible.

C. This Contract may be terminated by District, provided that District gives not less than thirty (30) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate.

D. In the event of termination, City shall be compensated as provided for in this Contract for Services provided up to the termination date.

10. EXTENSIONS OF TIME

City may, for good cause, request extensions of time to perform the Services required hereunder. Such extensions must be authorized in advance by City Manager and District General Manager, in writing. Such extensions, if authorized, shall be incorporated in the attached Scope of Work in the manner provided in Section 8.

11. INTELLECTUAL PROPERTY

A. Except as otherwise provided in Exhibit A, all intellectual property rights, including copyrights, patents, patent disclosures, and inventions (whether patentable or not), trademarks, service marks, trade secrets, and other trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith, derivative works, and all other rights (collectively, "Intellectual Property Rights") in and to all documents, work product, and other materials that are delivered to District under this Contract or prepared by or on behalf of City in the course of performing the Services (collectively, the "Deliverables") shall be owned by City. City hereby grants District a license to use all Intellectual Property Rights in the Deliverables free of additional charge and on a non-exclusive, non-transferable, non-sublicensable, fully paid-up, royalty-free, and perpetual bases to the extent necessary to enable District to make reasonable use of the Deliverables and the Services.

B. Nothing herein shall constitute or be construed to be any representation by City that the work product is suitable in any way for any other project except the one detailed in this Contract. Any reuse by District for another project or project location shall be at District's sole risk.

12. APPROVAL OF STAFF MEMBERS

City shall make every reasonable effort to maintain the stability and continuity of City's staff/City consultants assigned to perform the Services required under this Contract. City shall notify District of any changes in City's staff to be assigned to perform the Services required under this Contract.

13. LIMITATION OF LIABILITY

A. IN NO EVENT SHALL CITY BE LIABLE TO DISTRICT OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH

DAMAGE WAS FORESEEABLE AND WHETHER OR NOT DISTRICT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

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

14. EVIDENCE OF INSURANCE COVERAGE

Prior to commencement of any work under this Contract, District shall provide and maintain in effect during the term of this Contract evidence of insurance coverage as set forth in **Exhibit D**, attached hereto and incorporated herein by reference. These insurance requirements are summarized as follows:

TYPE	SINGLE LIMIT / OCCURRENCE	AGGREGATE	ENDORSEMENTS***
General Liability (1B)	\$1,000,000	\$1,000,000	Additional Insured

***Must be actual endorsements. Typed statements on Certificates of Liability are unacceptable. This is a summary only. Please refer to the insurance section and/or exhibit of this Agreement for specific requirements.

15. EVIDENCE OF INSURANCE COMPLIANCE

District or its insurance broker shall deliver the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage to City. City may designate an insurance certificate processor (“Processor”) to accept and process District’s proof of insurance. District shall deliver copies of the actual insurance policies, renewals, or replacements directly to City or Processor upon their request.

16. EMPLOYMENT PRACTICES

District, by execution of this Contract, certifies that it does not discriminate against any person upon the basis of race, color, creed, national origin, age, sex, disability or marital status in its employment practices. In performing this Contract, the parties shall not discriminate or grant preferential treatment on the basis of race, sex, color, age, religion, sexual orientation, disability, ethnicity, or national origin, and shall comply to the fullest extent allowed by law, with all applicable local, state, and federal laws relating to nondiscrimination.

17. UNAUTHORIZED ALIENS

District hereby promises and agrees to comply with all of the provisions of the federal immigration and nationality act (8 U.S.C.A. § 1101 et seq.), as amended; and in connection therewith, shall not employ unauthorized aliens as defined therein.

18. MISCELLANEOUS PROVISIONS

A. Attorneys' Fees: In the event an action or proceeding is instituted by either party for the breach or enforcement of any provision of this Contract, the prevailing party shall be entitled to reasonable attorneys' fees and all litigation expenses, including, but not limited to expert's fees and disbursements.

B. Choice of Law/Venue: This Contract shall be deemed to be made in, and the rights and liabilities of the Parties, and the interpretation and construction of the Contract governed by and construed in accordance with the laws of the State of California. Any legal action arising out of this Contract shall be filed in and adjudicated by a court of competent jurisdiction in the County of Sacramento, State of California.

C. Enforceability: If any term or provision of this Contract is found to be void, voidable, invalid or unenforceable by a court of competent jurisdiction under the laws of the State of California, any and all of the remaining terms and provisions of this Contract shall remain binding.

D. Time: All times stated herein or in any other Contract Documents are of the essence.

E. Binding: This Contract shall bind and inure to the heirs, devisees, assignees and successors in interest of City and to the successors in interest of District in the same manner as if such parties had been expressly named herein.

F. Survivorship: The rights and obligations of the parties set forth in this Section 18(F) and in Section 11 (Intellectual Property), Section 13 (Limitation of Liability), Section 14, 15, and Exhibit D (Insurance), Section 5 (Notices), Section 18(J) (No Third-Party Beneficiary), Section 18(B) (Choice of Law/Venue), and any right or obligation of the Parties in this Contract which, by its nature, should survive termination or expiration of this Contract, shall survive any such termination or expiration of this Contract.

G. Construction and Interpretation: City and District agree and acknowledge that the provisions of this Contract have been arrived at through negotiation and that each party has had a full and fair opportunity to revise the provisions of this Contract and to have such provisions reviewed by legal counsel. Therefore, any ambiguities in construing or interpreting this Contract shall not be resolved against the drafting party. The titles of the various sections are merely informational and shall not be construed as a substantive portion of this Contract.

H. Waiver: The waiver at any time by any party of any of its rights with respect to a default or other matter arising in connection with this Contract shall not be deemed a waiver with respect to any subsequent default or other matter.

I. Severability: The invalidity, illegality or unenforceability, of any provision of this Contract shall not render the other provisions invalid, illegal or unenforceable.

J. No Third-Party Beneficiary: It is expressly understood and agreed that the enforcement of these terms and conditions shall be reserved to District and City and those listed in Section 18(E). Nothing contained in the agreement shall give or allow any claim or right of action whatsoever by any third party. It is the express intent of District and City that any such person or entity, other than District or City, receiving benefits or services under this agreement shall be deemed as incidental beneficiary.

K. Authority to Execute: The person or persons executing this Contract on behalf of City and District warrant and represent that they have the authority to execute this Contract on behalf of their agency and further warrant and represent that they have the authority to bind their agency to the performance of its obligations hereunder.

L. Dispute Resolution: Prior to either party commencing any legal action under this Contract, the parties agree to try in good faith, to settle any dispute amicably between them. If a dispute has not been settled after forty-five (45) days of good-faith negotiations and as may be otherwise provided herein, then either party may pursue available legal and equitable remedies the other.

M. Force Majeure: Neither party shall be in default by reason of any failure in the performance of this Contract if such failure arises out of causes beyond its reasonable control. Such causes may include, but are not limited to, acts of God, acts of the public enemy, acts of government in either its sovereign or contractual capacity, acts of the party whose performance is not sought to be excused, fires, flood, weather, epidemics, quarantine restrictions, strikes, freight embargoes, failure of transmission or power supply, mechanical difficulties with equipment which could not have been reasonably forecasted or provided for, or other causes beyond its sole control. The party so affected will resume performance as soon as practicable after the force majeure event terminates.

N. Entire Agreement: This instrument and any attachments hereto constitute the entire Contract between District and City concerning the subject matter hereof and supersedes any and all prior oral and written communications between the Parties regarding the subject matter hereof.

[Signatures to follow on next page]

City of Elk Grove
CCSD Real Estate Services
Re: Management Services

AGREED to this 26th day of February, 2020, by the Parties as follows:

City of Elk Grove

Consumes Community Services District

By: _____
Jason Behrmann, City Manager

By: _____
Joshua Green, General Manager

Approved to as form:

Approved as to form:

By: _____
Jonathan P. Hobbs, City Attorney

By: _____
Sigrid Asmundson, District Counsel

Attest:

Attest:

By: _____
Jason Lindgren, City Clerk

By: _____
Elenice Gomez, Clerk to the Board

EXHIBIT A

Scope of Work

City will provide to District upon their request services related to real-estate appraisals, oversight, and review for Park Dedication In-Lieu fees.

Upon receipt of a request from the District to begin the appraisal process the City and or its consultants shall work with the District to request and receive an initial deposit from the Developer in the amount of \$7,500, at least 120 days prior to recording of final map. That deposit will be provided to the City and the City will work from that deposit during the appraisal period. The District will ensure that any additional costs above the \$7,500 are either paid for by the District or collected from the Developer and provided to the City. Conversely any unbilled balance remaining at the end of the appraisal process will be refunded to District or Developer.

The City and/or its Consultant will contact the Developer upon receipt of the \$7,500 deposit with a list of approved appraisers that the Developer may choose from. Upon confirmation from the Developer of the chosen appraiser, and receipt of the selected appraisers' scope of work and fee, the City will issue a task order to the Developer's selected appraiser in order to commence the appraisal process.

The appraisal shall render a value based upon an approved tentative subdivision or parcel map and shall value the property no earlier than 90 days prior to the recording of the final map, or the payment of the fee, whichever occurs later.

Upon completion of appraisal, appraiser will provide appraisal report directly to the City for review. The City and/or its consultants will then commence the review process, including any potential requested revisions to the appraisal. Upon completion of appraisal review by the City and payment by the District and/or Developer of any additional expenses incurred above the initial \$7,500 deposit in accordance with the provisions set forth in **Exhibit C**, a final appraisal will be provided to the District. The appraisal shall be the property of the District.

Additional real estate services may be sought by District. If those services are not related to a particular appraisal, the District will be required to pay for such services.

EXHIBIT B

Schedule of Performance

The City and/or its consultants will provide the Services to District as outlined in the Scope of Work. The City and or its consultant will make Services available to the consultant on the Effective Date.

As stated in the Scope of Work, the Services will be provided on an as needed basis. The City and its consultants shall endeavor to complete the initial appraisal within four (4) weeks' time. The City and its consultants will endeavor to review and provide feedback to the appraiser in approximately two (2) weeks' time following receipt of the appraisal.

EXHIBIT C
Compensation and Method of Payment

District shall be responsible for causing the Developer to pay to the City a deposit for each appraisal in the amount of \$7,500. Such deposit shall be applied toward the fee for the actual appraisal as well as other activities supporting the appraisal process, including staff and/or consultant time to coordinate procuring the appraisal, performing an appraisal review and administrative costs. Unless otherwise expressly authorized by District, in writing, the City shall not initiate any Services until it has received the deposit from the Developer. If the actual cost of the appraisal and staff time exceeds the initial \$7,500 deposit, Developer and/or District shall pay the difference to cover the actual cost for rendering services prior to the City providing the final appraisal to the District.

The actual costs, on a staff time and materials basis, of any additional services provided by the City to the District which are described in the Additional Services section of the Scope of Work set forth in **Exhibit A**, such as real estate advice not directly related to the appraisal sought by the Developer would be on a time and materials basis at the actual costs incurred by the City.

Any travel or travel related expenses incurred by the City in providing the Services will first be paid from the deposit or, if insufficient funds are available in the deposit, shall be invoiced to the Developer on an actual cost basis. District shall be responsible for ensuring that such expenses are paid.

EXHIBIT D

Insurance Requirements

Prior to commencement of any work under this Contract, District shall provide to the City proof of, and maintain in full force and effect at all times during the term of the Contract, at its sole cost and expense, policies of insurance as set forth herein:

1. General Liability:
 - a. Comprehensive general liability insurance including, but not limited to, protection for claims of bodily injury and property damage liability.
 - b. Coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage form CG 0001 (occurrence).
 - c. Claims-made coverage is not acceptable.
 - d. The limits of liability shall not be less than:

Each occurrence:	One Million Dollars (\$1,000,000)
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2. The City, its officials, employees, agents and authorized volunteers shall be covered and specifically named as additional insured as respects liability arising out of activities performed on behalf of the District.
3. The policy shall contain no special limitations on the scope of coverage afforded to the City, its officials, employees, agents, or authorized volunteers.
4. Provision or endorsement stating that for any claims related to this contract, the District's insurance coverage shall be primary insurance as respects the City, its officials, employees, agents, and authorized volunteers to the extent the City is an additional insured. Any insurance or self-insurance maintained by the City, its officials, employees, agents, or authorized volunteers shall be in excess of the District's insurance and shall not contribute with it, to the payment or satisfaction of any defense expenses, loss or judgment.
5. Any failure to comply with reporting or other provisions of the policies on the part of the District's, including breaches of warranties, shall not affect District's requirement to provide coverage to the City, its officials, employees, agents, or authorized volunteers.
6. Any deductibles, aggregate limits, pending claims or lawsuits that may diminish the aggregate limits, or self-insured retention(s), must be declared to, and approved by, the City.
7. The District shall furnish the City with certificates of insurance and original endorsements

or insurance binders, signed by a person authorized by the insurer to bind coverage on its behalf, evidencing the coverage required by this Contract. At the written request of the City, District agrees to furnish a duplicate original or certified copy of each required policy including the declaration pages, conditions, provisions, endorsements, and exclusions.

8. The City, due to unforeseen risk or exhaustion, failure, or dilution of District's insurance coverage, at its discretion, may increase the amounts and types of insurance coverage required hereunder at any time during the term of the contract by giving 30 days written notice.
9. The District shall serve the City notice, in writing by certified mail, within 2 days of any notices received from any insurance carriers providing insurance coverage under this Agreement that concern the suspension, voidance, cancellation, termination, reduction in coverage or limits, non-renewal, or material changes of coverage proposed or otherwise.
10. If the District fails to procure or maintain insurance as required by this section, and any Supplementary Conditions, or fails to furnish the City with proof of such insurance, the City, at its discretion, may procure any or all such insurance. Premiums for such insurance procured by the City shall be billed to the District.
11. Failure of the City to obtain such insurance shall in no way relieve the District from any of its responsibilities under the contract.
12. The failure of the City to enforce in a timely manner any of the provisions of this section shall not act as a waiver to enforcement of any of these provisions at any time during the term of the contract.
13. The requirement as to types, limits, and the City's approval of insurance coverage to be maintained by District are not intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by District under the Contract.

STAFF REPORT

DATE: February 19, 2020
TO: Board of Directors
FROM: Nitish Sharma, Chief Administrative Officer
BY: Jeremy Edwards, Finance Manager
SUBJECT: APPROVAL OF 60-MONTH LEASE FOR MULTI-FUNCTION COPIER



RECOMMENDATION

The Board of Directors:

1. Approves the financing for Canon 5540 copier – Ray Morgan Company for \$28,925;
2. Approves Resolution No. 2020-14 (**Attachment A**) authorizing the execution and delivery of a lease agreement; and
3. Authorized the General Manager to execute all necessary documents (**Attachment B**).

BACKGROUND/ANALYSIS

District staff are estimated to begin utilizing offices in District's facility located on 8830 Sharkey Avenue between February-April 2020. District staff re-locating to this building will need access to one multi-function copier for day-to-day business operations. The monthly expense for the new machine is \$482.07 (monthly lease plus maintenance costs, based on copy counts). Total maintenance and financing cost for the Canon 5540 copier is \$28,925.

IMPACT ON DISTRICT RESOURCES

The annual cost of leasing the Canon copier is \$5,784.84 which will be added to the District's quarter three budget to actual report for Fiscal Year 2019-20 Budget. The Lease/Purchase Agreement will require interest payments totaling \$2,735.04 in addition to a principal balance of \$12,144.96. The total financing cost of \$14,880 will be paid monthly in \$248 installments over a 60-month period. The contract will commence upon staff occupancy of the facility.

SUSTAINABILITY ANALYSIS

There is no expected impact on the District sustainability practices as a result of this report.

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

Respectfully submitted,

Jeremy Edwards for

Nitish Sharma
Chief Administrative Officer

Attachment: A – Resolution No. 2020-14
B - Lease Agreement

Staff Report recommendation authorized by:

[Signature]

 General Manager

Approved as to Form:
[Signature]

 General Counsel

Attachment A

**RESOLUTION NO. 2020-14
RESOLUTION AUTHORIZING THE GENERAL MANAGER TO EXECUTE AGREEMENT
WITH RAY MORGAN COMPANY TO PROVIDE CANON 5540 COPIER TO THE DISTRICT**

WHEREAS, the District has identified the need to locate a copier at the community center located within Beeman Park, to assist the District in providing a high level of service to its constituents; and

WHEREAS, the District can piggyback on the Shasta Union School District request for proposal and pricing; and

WHEREAS, after analysis of copy counts and utilization, the Canon 5540 copier, is the top recommendation.

WHEREAS, Ray Morgan Company, based in Chico, California, has a successful record and wealth of experience serving as a copier company to many cities, school districts, and special districts located throughout California; and

WHEREAS, the Company would be placed under a five-year contract, not to exceed \$30,000; and

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the Cosumnes Community Services District that the General Manager, in consultation with the District Attorney, is hereby authorized to execute an Agreement with Ray Morgan Company, to provide copier and maintenance services to the District.

PASSED AND ADOPTED by the Board of Directors of the Cosumnes Community Service District this 19th day of February 2020, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Orlando Fuentes
Board President

ATTEST: _____
Elenice Gomez
Board Clerk



Ray Morgan Company

State & Local Government Value Rental Lease Agreement

APPLICATION NO.

AGREEMENT NO.

3131 Esplanade • Chico, CA 95973 • Phone: 530.343.6065 • Fax: 530.343.9470

The words User, Lessee, you and your refer to Customer. The words Owner, Lessor, we, us and our refer to Ray A. Morgan Company.

CUSTOMER INFORMATION

Form with fields for FULL LEGAL NAME, STREET ADDRESS, CITY, STATE, ZIP, PHONE, FAX, BILLING NAME, BILLING STREET ADDRESS, CITY, STATE, ZIP, E-MAIL, and EQUIPMENT LOCATION.

EQUIPMENT DESCRIPTION

Form with fields for MAKE/MODEL/ACCESSORIES, SERIAL NO., and STARTING METER. Includes a table for equipment details and checkboxes for schedules.

TERM AND PAYMENT SCHEDULE

Form detailing payment terms: 60 Payments* of \$482.07, monthly rent contract payment, and a table of payment inclusions and overages.

OWNER ACCEPTANCE

Signature line for Ray A. Morgan Company, including fields for OWNER, SIGNATURE, TITLE, and DATED.

CUSTOMER ACCEPTANCE

By signing below, you certify that you have reviewed and do agree to all terms and conditions of this Agreement on this page and on page 2 attached hereto.

Signature line for Cosumnes Community Services District, including fields for CUSTOMER, SIGNATURE, TITLE, and DATED.

FEDERAL TAX I.D. # and PRINT NAME fields.

ACCEPTANCE OF DELIVERY

You certify that all the Equipment listed above has been furnished, that delivery and installation has been fully completed and is satisfactory.

Signature line for Cosumnes Community Services District, including fields for CUSTOMER, SIGNATURE, TITLE, and DATE OF DELIVERY.

TERMS AND CONDITIONS (THIS AGREEMENT CONTAINS PROVISIONS SET FORTH BELOW, ALL OF WHICH ARE MADE A PART OF THIS AGREEMENT.)

1. AGREEMENT: You agree to rent from us for essential governmental purposes only... 2. REPRESENTATIONS AND WARRANTIES: CUSTOMER: You hereby represent and warrant that... 3. RENT, TAXES AND FEES: Subject to paragraph 4, you will pay the monthly Payment (as adjusted) when due...

4. **NON-APPROPRIATION OR RENEWAL:** If either sufficient funds are not appropriated to make Payments or any other amounts due under this Agreement or (to the extent required by applicable law) this Agreement is not renewed, this Agreement shall terminate and you shall not be obligated to make Payments under this Agreement beyond the then-current fiscal year for which funds have been appropriated. Upon such an event, you shall, no later than the end of the fiscal year for which Payments have been appropriated, deliver possession of the Equipment to us. If you fail to deliver possession of the Equipment to us, the termination shall nevertheless be effective but you shall be responsible, to the extent permitted by law and legally available funds, for the payment of damages in an amount equal to the portion of Payments thereafter coming due that is attributable to the number of days after the termination during which you fail to deliver possession and for any other loss suffered by us as a result of your failure to deliver possession as required. You shall notify us in writing within seven days after your failure to appropriate funds sufficient for the payment of the Payments or (to the extent required by applicable law) this Agreement is not renewed, but failure to provide such notice shall not operate to extend the Agreement term or result in any liability to you.

5. **MAINTENANCE AND LOCATION OF EQUIPMENT; SECURITY INTEREST:** At your expense, you agree to keep the Equipment in good repair, condition and working order, in compliance with applicable manufacturers' and regulatory standards; free and clear of all liens and claims; and only at your address shown on page 1, and you agree not to move it unless we agree. As long as you have given us the written notice as required in paragraph 1 prior to the expiration or termination of this Agreement's term, you will return all but not less than all of the Equipment and all related manuals and use and maintenance records to a location we specify, at your expense, in retail re-saleable condition, full working order and complete repair. You are solely responsible for removing any data that may reside in the Equipment you return (and all expenses associated with its removal), including but not limited to hard drives, disk drives or any other form of memory. We own the Equipment, excluding any Financed Items. We do not own the Financed Items and cannot transfer any interest in it to you. If this Agreement is deemed to be a secured transaction, to the extent permitted by law, you grant us a security interest in the Equipment to secure all amounts you owe us under any agreement with us, and you authorize us to file a UCC financing statement.

6. **COLLATERAL PROTECTION; INSURANCE; INDEMNITY; LOSS OR DAMAGE:** You agree (a) to keep the Equipment fully insured through a carrier acceptable to us against loss in an amount not less than the original cost of the Equipment, with us named as lender's loss payee; (b) to maintain comprehensive public liability insurance acceptable to us and to include us as additional insured on the policy; (c) to provide proof of insurance satisfactory to us no later than thirty (30) days following the start of this Agreement and thereafter upon our written request and to provide us with 10 days advance written notice of any modification or cancellation of your insurance policy(s); (d) if you fail to obtain and maintain property loss insurance satisfactory to us and/or you fail to provide proof of such insurance to us within thirty (30) days of the start of this Agreement, we have the option, but not the obligation, to do as provided in either (A) or (B) as follows, of the following paragraphs as determined in our discretion: (A) We may secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we place insurance on the Equipment, we will not name you as an insured and your interests may not be fully protected. If we secure insurance on the Equipment, you will pay us an amount for the premium which may be higher than the premium that you would pay if you placed the insurance independently and an insurance fee which may result in a profit to us through an investment in reinsurance; or (B) We may charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk and administrative and other costs, as would be further described on a letter from us to you. We may make a profit on this program. **NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT.** We are not responsible for, and you agree to hold us harmless and reimburse us for and to defend on our behalf against, any claim for any loss, expense, liability or injury caused by or in any way related to delivery, installation, possession, ownership, use, condition, inspection, removal, return or storage of the Equipment. You are responsible for the risk of loss or for any destruction of or damage to the Equipment. You agree to promptly notify us in writing of any loss or damage. If the Equipment is destroyed and we have not otherwise agreed in writing, you will pay to us the unpaid balance of this Agreement, including any future rent to the end of the term plus the anticipated residual value of the Equipment (both discounted at 2%). Any proceeds of insurance will be paid to us and credited, at our option, against any loss or damage. You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to loss or damage to the Equipment.

7. **ASSIGNMENT: YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT, without our prior written consent.** Without our prior written consent, you shall not reorganize or merge with any other entity or transfer all or a substantial part of your ownership interests or assets. We may sell, assign, or transfer this Agreement without notice to you, and you waive any right you may have to such notice or consent. You agree that if we sell, assign or transfer this Agreement, our assignee will have the same rights and benefits that we have now and will not have to perform any of our obligations. You agree that the new owner will not be subject to any claims, defenses, or offsets that you may have against us. You shall cooperate with us in executing any documentation reasonably required by us or our assignee to effectuate any such assignment. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

8. **DEFAULT AND REMEDIES:** You will be in default if: (a) you do not pay any Payment or other sum due to us or any other person when due or if you fail to perform in accordance with the covenants, terms and conditions of this Agreement, (b) you make or have made any false statement or misrepresentation to us, (c) you file bankruptcy, or (d) there has been a material adverse change in your financial, business or operating condition. If any part of a Payment is more than 5 days late, you agree to pay a late charge of 10% of the Payment which is late, or if less, the maximum charge allowed by law. If you are ever in default, at our option, we can terminate this Agreement and require that you pay the unpaid balance of this Agreement, including any future Payments to the end of the term plus the anticipated residual value of the Equipment (both discounted at 2%). We may recover default interest on any unpaid amount at the rate of 12% per year. Concurrently and cumulatively, we may also use any or all of the remedies available to us under Articles 2A and 9 of the UCC and any other law, including requiring that you: (1) return the Equipment to us to a location we specify; and (2) immediately stop using any Financed Items. In addition, we will have the right, immediately and without notice or other action, to set-off against any of your liabilities to us any money, including depository account balances, owed by us to you, whether or not due. In the event of any enforcement of our rights under this Agreement or any related agreement, you agree to pay our reasonable attorney's fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee. If we have to take possession of the Equipment, you agree to pay the costs of repossession, moving, storage, repair and sale. The net proceeds of the sale of any Equipment will be credited against what you owe us under this Agreement. **YOU AGREE THAT WE WILL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES FOR ANY DEFAULT, ACT OR OMISSION BY ANYONE.** Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. You agree that this Agreement is a "Finance Lease" as defined by Article 2A of the UCC and your rights and remedies are governed exclusively by this Agreement. You waive all rights under sections 2A-508 through 522 of the UCC. If interest is charged or collected in excess of the maximum lawful rate, we will not be subject to any penalties. In the event that legal proceedings relating to this Agreement (other than our enforcement of this Agreement after a default by you) are commenced in any court or before any other tribunal of competent jurisdiction, the legal fees and other reasonable costs and expenses of the prevailing party shall be paid by the non-prevailing party on demand of the prevailing party.

9. **INSPECTIONS AND REPORTS:** We will have the right, at any reasonable time, to inspect the Equipment and any documents relating to its use, maintenance and repair. You agree to provide updated annual and/or quarterly financial statements to us upon request.

10. **FAXED OR SCANNED DOCUMENTS, MISC.:** You agree to submit the original duly-signed documents to us via overnight courier the same day of the facsimile or scanned transmission of the documents. The original of this Agreement shall be that copy which bears your facsimile or original signature, and which bears our original signature. You waive the right to challenge in court the authenticity or binding effect of any faxed or scanned copy or signature thereon. You agree to execute any further documents that we may request to carry out the intents and purposes of this Agreement. All notices shall be mailed or delivered by facsimile transmission or overnight courier to the respective parties at the addresses shown on this Agreement or such other address as a party may provide in writing from time to time.

11. **WARRANTY DISCLAIMERS: YOU AGREE THAT YOU HAVE SELECTED THE SUPPLIER AND EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGMENT AND YOU DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US. WE DO NOT TAKE RESPONSIBILITY FOR THE INSTALLATION OR PERFORMANCE OF THE EQUIPMENT. THE SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF THE SUPPLIER, AND NOTHING THE SUPPLIER STATES OR DOES CAN AFFECT YOUR OBLIGATION UNDER THIS AGREEMENT. YOU WILL CONTINUE TO MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, OF, AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS, OR ANY OTHER ISSUE IN REGARD TO THE EQUIPMENT, ANY ASSOCIATED SOFTWARE AND ANY FINANCED ITEMS.**

12. **LAW, JURY WAIVER: Agreements, promises and commitments made by us, concerning loans and other credit extensions must be in writing, express consideration and be signed by us to be enforceable.** This Agreement may be modified only by written agreement and not by course of performance. This Agreement will be governed by and construed in accordance with the law of the state in which you are located. You consent to jurisdiction and venue of any state or federal court in such state. For any action arising out of or relating to this Agreement or the Equipment, **YOU AND WE WAIVE ALL RIGHTS TO A TRIAL BY JURY.**

13. **MAINTENANCE AND SUPPLIES:** The charges established by this Agreement include payment for the use of the designated Equipment, accessories, maintenance by supplier during normal business hours, inspection, adjustment, parts replacement, drums and cleaning material required for the proper operation, as well as black toner, color toner and developer as defined by the Manufacturer's Published Yield per Container. Additional toner will be billed separately. Paper, media, staples and clear toner, if any is required by your particular equipment model, must be separately purchased by the customer. If necessary, the service and supply portion of this Agreement may be assigned by us. We may charge you a supply freight fee to cover our costs of shipping supplies to you. Customer has been informed that a surge protector is recommended to protect their electronic investment from harmful high voltage power disturbances. Said surge protectors should have network protection when connected in a network environment. Units that provide network protection are available through Ray A. Morgan Company. Customer responsible for providing manufacturer recommended adequate power supply. Check one of the following: purchased Has existing Declined and will be responsible for damage caused by not having a surge protector.

14. **OVERAGES AND COST ADJUSTMENTS:** You agree to comply with our billing procedures including, but not limited to, providing us with periodic meter readings on the Equipment. At the end of the first 12 months after commencement of this Agreement, and once each successive 12-month period thereafter, we may increase the maintenance and supplies portion of the Payment and the per image charge over the base minimum by a minimum of 5% over the charges of the previous year. In addition, we may assess an additional fuel and/or freight surcharge to offset higher than normal service costs as a result of adverse economic conditions. If the supplier is providing maintenance and supplies to you for equipment that is not leased from us, but the charges for such maintenance and supplies are included in this Agreement, you agree that if you retire, replace and/or add new non-leased equipment to the Agreement, you grant us the ability to reflect these additions or deletions of said non-leased equipment to the Agreement and your payments under this Agreement may be adjusted accordingly.

15. **UPGRADE AND DOWNGRADE PROVISION: AFTER COMMENCEMENT OF THE AGREEMENT AND UPON YOUR WRITTEN REQUEST, AT OUR SOLE DISCRETION, WE MAY REVIEW YOUR IMAGE/SCAN VOLUME AND PROPOSE OPTIONS FOR UPGRADING OR DOWNGRADING THE EQUIPMENT TO ACCOMMODATE YOUR BUSINESS NEEDS.**

16. **TRANSITION BILLING:** In order to facilitate an orderly transition, including installation and training, and to provide a uniform billing cycle, the start date of this Agreement (the "Effective Date") will be a date after the certification of acceptance of the Equipment, as shown on the first invoice. The payment for this transition period will be based on the base minimum usage payment, prorated on a 30-day calendar month, and will be added to your first monthly Payment.

17. **CALIFORNIA JUDICIAL REFERENCE AGREEMENT:** The parties agree that any and all disputes, claims and controversies arising out of this Agreement (including, but not limited to, actions arising in contract or tort and any claims by a party against us related in any way to the financing) (individually, a "Dispute") that are brought before a forum in which pre-dispute waivers of the right to trial by jury are invalid under applicable law shall be subject to the terms of this Section in lieu of the jury trial waiver(s) otherwise provided in this Agreement.

Any and all Disputes shall be heard by a referee and resolved by judicial reference pursuant to California Code of Civil Procedure Sections 638 et seq. The referee shall be a retired California state court judge or an attorney licensed to practice law in the State of California with at least ten (10) years' experience practicing commercial law. The parties shall not seek to appoint a referee that may be disqualified pursuant to California Code of Civil Procedure Section 641 or 641.2 without the prior written consent of all parties. If the parties are unable to agree upon a referee within ten (10) calendar days after one party serves a written notice of intent for judicial reference upon the other party or parties, then the referee will be selected by the court in accordance with California Code of Civil Procedure Section 640(b). The referee shall render a written statement of decision and shall conduct the proceedings in accordance with the California Code of Civil Procedure, the Rules of Court and California Evidence Code, except as otherwise specifically agreed by the parties and approved by the referee. The referee's statement of decision shall set forth findings of fact and conclusions of law. The decision of the referee shall be entered as a judgment in the court in accordance with the provisions of California Code of Civil Procedure Sections 644 and 645. The decision of the referee shall be appealable to the same extent and in the same manner that such decision would be appealable if rendered by a judge of the superior court.

Nothing in this Section shall be deemed to apply to or limit our rights (a) to exercise self help remedies such as (but not limited to) setoff, (b) to foreclose judicially or nonjudicially against any real or personal property collateral, or to exercise judicial or nonjudicial power of sale rights, (c) to obtain from a court provisional or ancillary remedies (including, but not limited to, injunctive relief, a writ of possession, prejudgment attachment, a protective order or the appointment of a receiver), or (d) to pursue rights against a party in a third-party proceeding in any action brought against us (including actions in bankruptcy court). We may exercise the rights set forth in the foregoing clauses (a) through (d), inclusive, before, during or after the pendency of any judicial reference proceeding. Neither the exercise of self help remedies nor the institution or maintenance of an action for foreclosure or provisional or ancillary remedies or the opposition to any such provisional remedies shall constitute a waiver of the right of any party, including, but not limited to, the claimant in any such action, to require submission to judicial reference the merits of the Dispute occasioning resort to such remedies. No provision in this Agreement regarding submission to jurisdiction and/or venue in any court is intended or shall be construed to be in derogation of the provisions in this Agreement for judicial reference of any Dispute.

If a Dispute includes multiple claims, some of which are found not subject to this Section, the parties shall stay the proceedings of the Disputes or part or parts thereof not subject to this Section until all other Disputes or parts thereof are resolved in accordance with this Section. If there are Disputes by or against multiple parties, some of which are not subject to this Section, the parties shall sever the Disputes subject to this Section and resolve them in accordance with this Section. During the pendency of any Dispute which is submitted to judicial reference in accordance with this Section, each of the parties to such Dispute shall bear equal shares of the fees charged and costs incurred by the referee in performing the services described in this Section. The compensation of the referee shall not exceed the prevailing rate for like services. The prevailing party shall be entitled to reasonable court costs and legal fees, including customary attorneys' fees, expert witness fees, paralegal fees, the fees of the referee and other reasonable costs and disbursements charged to the Party by its counsel, in such amount as is determined by the referee. In the event of any challenge to the legality or enforceability of this Section, the prevailing party shall be entitled to recover the costs and expenses from the non-prevailing party, including reasonable attorneys' fees, incurred by it in connection therewith. **THIS SECTION CONSTITUTES A "REFERENCE AGREEMENT" BETWEEN OR AMONG THE PARTIES WITHIN THE MEANING OF AND FOR PURPOSES OF CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 638.**

STAFF REPORT



DATE: February 19, 2020
TO: Board of Directors
FROM: Joshua Green, General Manager
BY: Carolyn Baptista, Sr. Management Analyst
SUBJECT: FUND DEVELOPMENT POSITION

RECOMMENDATION

The Board of Directors authorizes the General Manager to include an Add Package to the Fiscal Year 2020/21 budget process, for consideration by the Board, for the recruitment of a Fund Development position or consultant.

BACKGROUND

On August 21, 2019, Director Moreno discussed the idea of establishing a foundation to assist with park and recreation projects the District is currently unable to finance. She requested staff to report back on information regarding the elements involved in developing a foundation specific to the parks and recreation needs of the community.

Staff reported back on December 4, 2019 with information related to structure, community benefits, funding, expenses, and resources that are common with independent park foundations. In addition, the report included historical information about the Cosumnes Legacy Foundation. At this meeting, Director Moreno requested staff to report back with options to hire an internal Fund Development Director for the District, with plans to enable the position to be financially sustainable.

ANALYSIS

Occasionally it is necessary to hire staff or a consultant to manage fundraising campaigns for programs or projects. Fund Development positions range from part-time to full-time classification with varying degrees of responsibilities and financial goals. The District has a current full-time position with a job description of coordinating community participation including sponsorship and financial support. This position's salary ranges from \$64,000 to \$96,000 depending upon the salary step and health benefits. Through research, external full-time positions of this type fall within the same \$64,000 to \$96,000 range or a part-time position ranges from \$20-\$25 per hour.

Consulting firms are another option to assist in securing revenue. The District performed this option in fiscal years 2007/08 through 2010/11 when the Board approved annual one-

year agreements with O’con and Associates for the services of Fundraising Consultant. These agreements ranged in price from \$56,000 to \$70,000 annually.

Ideally the expense of a new position or consultant, whose role is to raise funds, should be offset by supporting revenue, without impacting the District’s General Fund. For the District to recover 100% of costs, a four-year phased approach would be reasonably achievable for a full-time position, with a set minimum threshold of funds that must be earned, each year, through other funding sources to offset the position expense. **Table 1** illustrates an example of this approach for the cost of a full-time position at \$96,000.

Table 1: Four-Year Phased Approach				
	General Fund		Other Funding	
	%	\$	%	\$
Year 1	75%	72,000	25%	24,000
Year 2	50%	48,000	50%	48,000
Year 3	25%	24,000	75%	72,000
Year 4	0%	0	100%	96,000

A part-time position would be a third of this cost at approximately \$33,000 (**Table 2**) and may be funded in a two-year phased approach as compared to a four-year phased approach of a full-time position.

Table 2: Two-Year Phased Approach				
	General Fund		Other Funding	
	%	\$	%	\$
Year 1	50%	16,500	50%	16,500
Year 2	0%	0	100%	33,000

The Other Funding listed in Tables 1 and 2 would be earned from a variety of resources. One example is a requirement to have each fundraising campaign generate a percentage of funds to offset the position’s salary. A second example would be to recommend the Board approve a small fee increase for specific recreation programs, with the difference in the fee being allocated to the General Fund to offset the position’s salary.

Consultant services would be expected to run the same cost as a full-time position. Given this service is performed by a professional firm with years of experience and resources the District may not have, the District would require the consultant to generate funds to recover 100% of the contracted services. Therefore, there would be no net impact to the General Fund.

As shown, there are multiple ways the District may go forth in securing assistance in raising additional funds for District projects and programs. These methods may be accomplished by hiring full-time or part-time staff or contracting with a consulting firm. To recover the additional expense of these options, the District may take phased approaches to achieve 100% sustainability.

Staff recommend the Board of Directors authorize the General Manager to include an Add Package in the Fiscal Year 2020/21 budget for the Board to review during the budget development process. Add Packages are proposals submitted by staff for the Board to review and consider alongside other District priorities.

FINANCIAL ANALYSIS

This report has no impact on District resources.

SUSTAINABILITY ANALYSIS

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

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

Respectfully submitted,



Joshua Green
General Manager

STAFF REPORT

DATE: February 19, 2020

TO: Board of Directors

FROM: Joshua Green, General Manager

BY: Elenice Gomez, Assistant to General Manager

**SUBJECT: CALIFORNIA SPECIAL DISTRICT ASSOCIATION BOARD OF DIRECTORS
CALL FOR NOMINATIONS – SEAT C**



RECOMMENDATION

The Board of Directors considers the California Special Districts Association (CSDA) request for nomination for Seat C Director for the 2021 – 2023 term.

BACKGROUND/ANALYSIS

The CSDA Elections and Bylaws Committee is looking for Independent Special District Board Members or their General Manager who are interested in leading the direction of the CSDA for the 2021-2023 term.

The leadership of CSDA is elected from its six geographical networks. Each of the six networks has three seats on the Board with staggered 3-year terms. Candidates must be affiliated with an independent district that is a CSDA Regular Member in good standing and located within the geographic network that they seek to represent.

The CSDA Board of Directors is the governing body responsible for all policy decisions related to CSDA's member services, legislative advocacy, education and resources. The Board of Directors is crucial to the operation of the Association and to the representation of the common interests of all California's special districts before the Legislature and the State Administration. Serving on the Board Requires one's interest in the issues confronting the special districts statewide.

Commitment and Expectations:

- Attend all Board meetings, usually 4-5 meetings annually, at the CSDA office in Sacramento.
- Participate on at least one committee, meets 3-5 times a year at the CSDA office in Sacramento. *(CSDA reimburses Directors for their related expenses for Board and committee meetings as outlined in Board policy).*
- Attend, a minimum, the following CSDA annual events: Special Districts Legislative Days – held in spring, and the CSDA Annual Conference – held in the fall. *(CSDA does not reimburse expenses for the two conferences even if a Board or committee meeting is held in conjunction with the event, however does comp registration for the two events).*

- Complete all four modules of CSDA's Special District Leadership Academy within two years of being elected.

(CSDA does not reimburse expenses for the Academy classes even if a Board or committee meeting is held in conjunction with the event).

Should the District choose to nominate a candidate, a copy of the District's resolution or meeting minute and the Candidate Information Sheet must accompany the nomination. Nomination forms are due March 26, 2020.

Once received, nominees will receive a candidate's letter in the mail. The letter will serve as confirmation that CSDA has received the nomination and will also contain campaign guidelines.

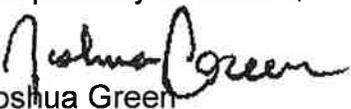
CSDA will begin electronic voting on May 25, 2020, and all votes must be submitted by July 10, 2020. Elected candidates will be notified by August 13. All selected Board Members will be introduced at the Annual Conference in Palm Desert, in August.

SUSTAINABILITY ANALYSIS

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

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

Respectfully submitted,



Joshua Green
General Manager

Attachments: A – Board of Directors Nomination Form
B – Candidate Information Sheet
C – CSDA Regions Map



**California Special
Districts Association**
Districts Stronger Together

2021-2023 BOARD OF DIRECTORS NOMINATION FORM

Name of Candidate: _____

District: _____

Mailing Address: _____

Network: _____ (see map)

Telephone: _____
(PLEASE BE SURE THE PHONE NUMBER IS ONE WHERE WE CAN REACH THE CANDIDATE DIRECTLY)

Fax: _____

E-mail: _____

Nominated by (optional): _____

Return this form and a Board resolution/minute action supporting the candidate and Candidate Information Sheet by mail, or email to:

CSDA
Attn: Amber Phelen
1112 I Street, Suite 200
Sacramento, CA 95814
(877) 924-2732 (916) 442-7889 fax
amberp@csda.net

DEADLINE FOR RECEIVING NOMINATIONS – March 26, 2020



**California Special
Districts Association**
Districts Stronger Together

2021-2023 CSDA BOARD CANDIDATE INFORMATION SHEET

The following information **MUST** accompany your nomination form and Resolution/minute order:

Name: _____

District/Company: _____

Title: _____

Elected/Appointed/Staff: _____

Length of Service with District: _____

1. Do you have current involvement with CSDA (such as committees, events, workshops, conferences, Governance Academy, etc.):

2. Have you ever been associated with any other state-wide associations (CSAC, ACWA, League, etc.):

3. List local government involvement (such as LAFCo, Association of Governments, etc.):

4. List civic organization involvement:

****Candidate Statement** – Although it is not required, each candidate is requested to submit a candidate statement of no more than 300 words in length. **Any statements received in the CSDA office after March 26, 2020 will not be included with the ballot.**

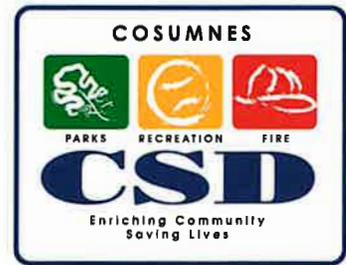


California Special Districts Association
DISTRICT NETWORKS



STAFF REPORT

DATE: February 19, 2020
TO: Board of Directors
FROM: Joshua Green, General Manager
BY: Elenice Gomez, Assistant to General Manager
SUBJECT: NOMINATION OF BOARD MEMBER TO MEMBERSHIP ON THE SPECIAL DISTRICT ADVISORY COMMITTEE



RECOMMENDATION

The Board of Directors considers recommending a Board Member for membership in the Sacramento Local Agency Formation Commission (LAFCo) Special District Advisory Committee (SDAC).

BACKGROUND/ANALYSIS

The CSD Board is invited to nominate a Board member to join the SDAC. The purpose of the SDAC is to provide LAFCo with input on issues related to Special Districts, as well as to receive information on issues before the Commission.

The SDAC membership of seventeen is comprised of the two LAFCo Special District Commissioners, and the Alternate Special District Commissioner, and representatives from recreation and park, fire, water, flood control, cemetery and other types of special districts. SDAC members serve two year terms without compensation. Currently there are seven vacant seats for Office "A" on the Committee. New members will be selected by the SDAC Subcommittee on Membership from the pool of nominees provided by the Special Districts.

SDAC meetings are held quarterly on the fifth Tuesday, or as needed. The SDAC meets at 7:00 PM at the SMUD Costumer Service Center in Sacramento.

Should the Board wish to nominate one member for the SDAC, a nomination form is attached and nominations are due no later than Thursday, February 27, 2020.

SUSTAINABILITY ANALYSIS

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

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

Respectfully submitted,

Joshua Green
General Manager

Attachment: Nomination Form and SDAC Membership Roster

**SPECIAL DISTRICT ADVISORY COMMITTEE
Nomination Form**

Recommendation to the SDAC Selection Committee

In accordance with the bylaws of the Special District Advisory Committee, the
Governing Board of the _____ District
nominates _____ (Board Member)
for the following position on the SDAC:

Office "A" -two year term (ends 12/31/21)

Signature: Board Chairperson

Date: _____

ATTEST:

District Manager or District Secretary

Please print e-mail address

Please attach resume of Nominee.

Please send completed nominations to:

Donald J. Lockhart, AICP, Assistant Executive Officer.
Sacramento LAFCo
1112 "I" Street; Suite 100
Sacramento CA 95814
[Donald.Lockhart@Sac LAFCo.org](mailto:Donald.Lockhart@SacLAFCo.org)

STAFF REPORT

DATE: February 19, 2020
TO: Board of Directors
FROM: Paul Mewton, Chief of Planning, Design and Construction
BY: Fred Bremerman, Project Manager
 Carolyn Baptista, Sr. Management Analyst
SUBJECT: NAMING OF RECREATION CENTER IN EAST ELK GROVE



RECOMMENDATION

The Board President appoints two Board Directors to serve on a Naming Committee, a sub-committee of the Board, for the naming of the recreation facility at Beeman Park.

BACKGROUND/ANALYSIS

The Senior Center of Elk Grove is currently in the process of vacating the recreation facility located in Beeman Park. Upon their departure, the Cosumnes Community Services District ("District") will start the process of occupying the facility, including taking the necessary steps to begin operation of the facility as a recreation center. The Board of Directors ("Board") approved the Beeman Recreation Center Business Plan on December 12, 2019, with the understanding that the naming of the building will be determined at a later date.

The center has been referred to as the Senior Center by the Elk Grove Community for many years. Now that the seniors will move into the new facility at District 56 and the programming and operations for the building will no longer solely be senior based it is appropriate that the center be renamed. It should be noted that there is an existing plaque on the wall of the building that refers to the building as the "Lippincott Building". Denny Lippincott was an active community member who was largely responsible for establishing the original senior center building in 1978. There is also a park named after Mr. Lippincott at a separate location.

A Grand Opening for this recreation facility is tentatively scheduled for late fall 2020. To ensure the community correctly identifies the facility and for staff to begin effective marketing and branding it would be beneficial if the Board could proceed with the process of naming the facility in a timely manner.

This facility will be programmed and maintained solely by the District therefore the Board shall follow Policy #2440 Naming of District Parks and Facilities (**Attachment A**) which indicates the Board has authority to create a Naming Committee to name the building. Section 2440.4.c of the policy states the Naming Committee shall consist of two District Board members appointed by the District Board President. In addition, the Naming Committee will hold a public nomination process, discuss the options brought forward by the public, and agree on recommendation(s) to the Board on the proposed name.

Timely selection of a facility name is important for community identification and marketing of the new center. The following table (**Table 1**) indicates the proposed timeline for the process.

Table 1: Naming Timeline for Recreation Center at Beeman Park	
Date	Item
February 19, 2020	Board meeting. Board President appoints two Board Directors for a Naming Committee.
March 9 – April 10, 2020	Public Nomination Process.
April 21, 2020	Naming Committee meets. Determines name(s) to recommend to the Board. Staff prepare staff report on behalf of the Naming Committee.
May 6, 2020	Staff present report to the Board, with recommendation(s) from the Naming Committee. Board approves a name for the recreation facility at Beeman Park.

FINANCIAL ANALYSIS

Facility naming will result in an additional signage cost of approximately \$500 for the placement of a plaque. This cost is included within the Capital Improvement Plan (“CIP”) budget for this project.

ENVIRONMENTAL SUSTAINABILITY ANALYSIS

There is no impact to the environmental sustainability of the project as a result of naming this facility.

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

Respectfully submitted,



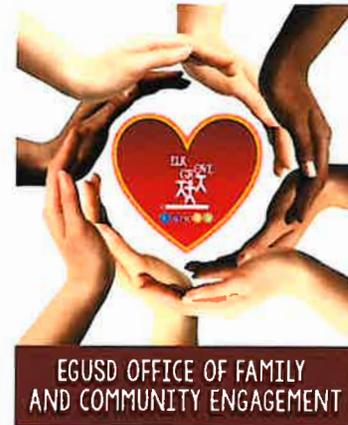
Paul Mewton
Chief of Planning, Design, and Construction

Staff Report recommendation authorized by:



General Manager

Attachment A: Policy #2440: Naming of District Parks and Facilities



1/28/2020

Kelly,

Thank you so very much for partnering with us to make our Human Trafficking presentation at Wackford possible. We're looking forward to future CSD / FACE collaborations!

Sheri
Kathy
Vicki
Lisa
Shirley
Nancy
Doretta
All our best,
The FACE Team
Jillie (11)

INFORMATION REPORT

DATE: February 19, 2020
TO: Board of Directors
FROM: Elenice Gomez, Clerk of the Board
SUBJECT: DISTRICT PROGRAMS – FEBRUARY/MARCH 2020



District staff invites you to visit the upcoming programs and events:

Activity / Event	Date	Time	Location
Family Dance A night of fun for the entire family with a DJ, pizza dinner and photo op.	Feb. 21	5:30 – 9 pm	Laguna Town Hall
Giant Pumpkin Growers Forum The art of growing giant pumpkins from the world's best growers.	Mar. 7	10 am – 3 pm	Pavilion in Elk Grove Park
Strauss Festival Spring Tea Tea Time in "Wonderland".	Mar. 7	2 pm	Laguna Town Hall
Shamrock Golf Tournament	Mar. 14	8:30 am	Emerald Lakes Golf Course
Early California Days Encampments, enactments, food booths, period music and more...	Mar. 28-29	10 am – 5 pm	Rotary Grove at Elk Grove Park