



Gil Albiani, President

Jim Luttrell, Vice President
Orlando Fuentes, Director

Peter Sakaris, Director
Angela Spease, Director

REGULAR BOARD OF DIRECTORS MEETING

WEDNESDAY, FEBRUARY 15, 2023
6:30 P.M.

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

The Cosumnes Community Services District welcomes, appreciates, and encourages participation in the District's Board meetings. The Board requests that you limit your presentation or comments to three (3) minutes per person so all who wish to participate may have the opportunity to do so, at the discretion of the Board President. The Board reserves the right to reasonably limit the total time for public comment on any particular noticed agenda item as it may deem necessary.

If you wish to address the Board during the meeting, please complete a Speaker Form and give it to the District Clerk prior to consideration of the agenda item.

AGENDA

A. MOMENT OF SILENCE

B. CALL TO ORDER/ ROLL CALL

1. Session Roll Call.
2. Pledge of Allegiance.

C. ANNOUNCEMENTS/PRESENTATIONS

3. Badge Pinning Ceremony. (F. Rodriguez)
4. National Girls and Women in Sports Proclamation Presentation. (M. Dopson)
5. Black History Month Proclamation Presentation. (IDEA Committee and Sisters of Nia)

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

This is the time and place for the 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.

6. Approve the January 18, 2023, Regular Board Meeting Minutes.
7. Receive and File the January 2022 District-Wide Report.
8. Approve Contract and Implementation of Permit Software.
9. Accept MacDonald Phase 2 Contract Completion, and accept the revised Contract amount of \$1,063,592.20.
10. Receive and File the Quarterly Facility and Development Status Update.
11. Approve Contract Amendment for Activity Guide Printing.
12. Approve Resolution No. 2023-02 – LAIF Signers Authorization.
13. Approve Resolution No. 2023-03, for the District-Wide Landscape and Lighting Assessment District, The Vista Creek Park Assessment District, Camden Park Assessment District, Fallbrook/Park Britschgi Park Assessment District, Hampton Village Park and Landscape Improvement District, Canden Estates & Camden Pointe Improvement District, and The Perry Ranch Improvement District.
14. Approve Resolution No. 2023-04, Rejecting in Whole Claims CL-23-005 to CL-23-009.
15. Approve Resolution No. 2023-06, Rejecting in Whole Claim CL-23-010.
16. Approve the Submission of the 2022 Assistance to Firefighters Grant (2022 AFG).
17. Approved the Submission of the 2023 Office of Traffic Safety Grant.

F. PUBLIC HEARINGS

None.

G. STAFF REPORTS

18. **SUBJECT** – Amendment of Policy 4220 – Brown Act Compliance, Section 4220.8. (S. Asmundson)

RECOMMENDATION:

- 1) Approve Resolution No. 2023-07, amending Board Policy 4220 Brown Act Compliance, section 4220.8 changing the date and/or time of regular Board meetings; and
- 2) Provide personnel direction on the effective date of the change.

H. BOARD OF DIRECTOR'S BUSINESS

19. Miscellaneous Reports
20. Meeting/Event Approval
21. Meeting/Event Reports

I. IDENTIFICATION OF ITEMS FOR FUTURE MEETING

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

J. ADJOURNMENT

Note: Disabled Accommodations.

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

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

Before 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 before the meeting, are available for public review at the Cosumnes Community Services District's website at <https://www.yourcsd.com/AgendaCenter/Board-of-Directors-2>.

Certificate of Posting of Agenda

I hereby declare that the foregoing Amended Agenda for the February 15, 2023, Regular Meeting of the Cosumnes Community Services District Board of Directors was posted on February 14, 2023, at 8820 Elk Grove Blvd., Elk Grove, California, 95624, and was available for public review at that location.

Signed this 14th day of February 2023.



**COSUMNES COMMUNITY SERVICES DISTRICT
REGULAR BOARD MEETING – 6:30 P.M.
WEDNESDAY, JANUARY 18, 2023
MINUTES**

ATTENDANCE

Directors present included Gil Albiani, Orlando Fuentes, Jim Luttrell, Peter Sakaris, and Angela Spease.

General Manager/CEO Joshua Green, District Counsel Sigrid Asmundson, Fire Chief Felipe Rodriguez, Parks and Recreation Administrator Phil Lewis, Administrator of General Services Amanda Chehrezad, and Chief of Planning, Design, and Construction Paul Mewton were also in attendance.

A. MOMENT OF SILENCE

A moment of silence was observed in remembrance of those affected by the recent winter storms.

B. CALL TO ORDER/PLEDGE OF ALLEGIANCE

1. Vice President Luttrell called the meeting to order at 6:30 p.m.
2. President Gil Albiani introduced recently elected County Supervisor Pat Hume, who led the Pledge of Allegiance.

Supervisor Hume addressed those in attendance and thanked them for the opportunity to lead the pledge. He gave a brief summary of his tour of the storm-damaged areas and announced future efforts to secure resources for the County to address issues resulting from the storms.

C. ANNOUNCEMENTS/PRESENTATION

None.

D. COMMUNICATIONS FROM THE PUBLIC

None.

E. CONSENT CALENDAR

3. Approve the January 9, 2023 Special Board Meeting Minutes.
4. Receive and File the December 2022 District-Wide Report.
5. Approve Resolution No.2023-01, Intent to Annex Territory to Community Facilities District No. 1 (Elk Grove Fire Protection).

Director Fuentes moved to approve consent items 3 to 5, seconded by Director Spease. The vote was 5 yes and 0 noes. The motion carried.

F. PUBLIC HEARINGS

None.

G. STAFF REPORTS

6. SUBJECT – 2022-2027 Fire Department Strategic Plan: Year-one Update.

RECOMMENDATION:

- 1) Receive and file the 2022-2027 Fire Department Strategic Plan Year-one Update Report.

Fire Chief Felipe Rodriguez introduced Senior Management Analyst Carolyn Baptista, who presented.

There was no Board action required.

7. SUBJECT – Audit Report for Fiscal Year Ended June 30, 2022.

RECOMMENDATION:

- 1) Receive and file the 2022-2027 Fire Department Strategic Plan Year-one Update Report.

Finance Director Nou Vang introduced Finance Manager Nancy OhSan who presented. There was no Board action required.

H. BOARD OF DIRECTOR'S BUSINESS

8. Miscellaneous Reports – Albiani – Elk Grove Chamber Gala. Highlighted the impact past Chair Joshua Green had in the Chamber and the connection with the community.

Spease – attended Officer Ty Lenehan's memorial inauguration.

9. Meeting/Event Approval
10. Meeting/Event Reports

I. IDENTIFICATION OF ITEMS FOR FUTURE MEETING

President Albiani authorized the cancelation of the February 1 regular Board of Directors meeting; and

Directed personnel to prepare a staff report with alternative times for Board meetings to be presented at the second Board meeting in February.

J. ADJOURNMENT

With no further business, the meeting was adjourned at 7:31 p.m.

Approved: _____
Board President

Attest: _____
Secretary to the Board

STAFF REPORT



DATE: February 15, 2023
TO: Board of Directors
FROM: Joshua Green, General Manager / CEO
BY: District Strategic Management Team
SUBJECT: DISTRICT MONTHLY REPORT – JANUARY 2023

RECOMMENDATION

The Board of Directors ("Board"):

1. Receives and files the Cosumnes Community Services District ("District") monthly report from January 2023.

BACKGROUND/ANALYSIS

The District is a regional leader dedicated to providing superior emergency medical, fire protection, parks, and recreation services to over 207,000 residents in a 157-square-mile area of south Sacramento County.

The District is dedicated to protecting the health and safety of our residents, maximizing the enjoyment of the natural environment, and providing gathering spaces, inclusive recreational programs, and events to our growing and diverse community.

The Board values safety and mitigating risk, securing financial sustainability, providing accountability and transparency, developing a high-quality workforce, delivering the highest service levels, and ensuring diversity, equity, and access in all aspects of District work.

SAFETY AND MITIGATING RISK

We protect District employees, as well as mitigate risk and exposure of the District and public.

- Created, coordinated and shared public safety information regarding storm preparedness and response through multiple communications channels – including the District website, social media accounts, media interviews, and press releases – earning national media coverage and keeping residents safe. (Administrative Services/ Business & Public Affairs)
- TaskForce 7 drills were held in January and Special Operations coordinated administration drills for TaskForce 7 personnel. (Fire Department /Training)
- Special Operations conducted a logistics drill with 74 Rescue Technicians across all three shifts. (Fire Department /Training)
- Repairs were made to playground equipment at Elk Grove Park Youth Center, Colton, Miwok, Kunsting, Strong, Kammerer and Machado Parks. (Parks & Recreation/Park & Golf Operations)
- Our in-house team of American Red Cross Instructors trained and certified five personnel to become American Red Cross Lifeguard Instructors. Starting this spring, these new instructors will be offering lifeguard classes to promote outreach for seasonal aquatics hiring, as well as providing valuable safety training for the community. (Parks & Recreation/Park & Golf Operations)

- Recreation, Parks and Facility personnel collaborated to relocate Contracted and Staff-led Enrichment classes held in the Pavilion at Elk Grove Park to Albiani Recreation Center during January while the Park was closed to the public due to the need for repairs after the storms. (Parks & Recreation/Recreation & Community Services)
- On January 19, part-time recreation personnel were certified in American Red Cross CPR/AED and First Aid. (Parks & Recreation/Recreation & Community Services)

FINANCIAL SUSTAINABILITY, ACCOUNTABILITY, AND TRANSPARENCY

We are an accountable, transparent, and stable Agency as we provide quality services through progressive innovations.

- The District Clerk responded to 19 public records requests. (Office of the General Manager)
- Finance presented the recently completed 2022 Annual Comprehensive Financial Report (ACFR) to senior leadership and the Board in January. (Administrative Services/ Finance)
- Finance is working with departments on the mid-year biennial budget update which will be presented for Board approval at the March 1st meeting. (Administrative Services/ Finance)
- Personnel was part of the event coordination team for the 2023 CPRS Director's Academy on January 19-20, planning and hosting the Academy, and attending six educational sessions. Travel expenses for this event were completely sponsored by CPRS District 2, via the Jane H Adams Grant. (Parks & Recreation/Park & Golf Operations)
- Management Analyst secured \$11,325 in sponsorships for Youth Sports T-Ball from nineteen local business partners (Office of General Manager)

HIGH-QUALITY WORKFORCE

We develop and train a high-quality workforce emphasizing professionalism, diversity, equity and inclusion, succession planning, competency, and organizational growth.

- One personnel completed (Fire Department/Fire Prevention):
 - California Building Code Update Class. This class covered the new changes in the building code that began on January 1, 2023.
 - California Fire Code Update Class This class covered the new changes in the building code that began on January 1, 2023.
 - Means of Egress. This course provided in-depth information on the existing requirements located in Chapter 10 of the California Building Code.
 - Hazardous Materials/Plan Review of Fuel Service Stations (gas stations). The course provided information regarding the requirements for plan reviewing and inspecting fuel service stations.
- One personnel completed (Fire Department/Fire Prevention):
 - Emergency Responder Communication Enhancement Systems (ERCES) course for areas having jurisdiction (AHJ). The course provided an overview of the codes and standards, system specifications, and requirements for radio infrastructure.
- One personnel completed coursework in ICS-300, IS-700.b, and IS-800.d to meet the education requirements of the Incident Management Team, Finance Section. Coursework covered the Incident Command System and the National Incident Management System (Fire Department/Fire Prevention).

- The Training Division's Company Officer Development Program sessions continued with Module 5, Residential Structure Fires. (Training/Fire Department)
- The Training division administered the 3-month Probationary firefighters test for Academy 22-01, and all nine probationary firefighters successfully passed the test. (Training/Fire Department)
- Recreation and Human Resources hosted a hiring Assessment Center on January 30 at Wackford Community and Aquatic Complex. (Parks & Recreation/Recreation & Community Services)
- Full-time Recreation personnel attended California Parks & Recreation Society's Youth & Teens Recreation Services (YTRS) committee's Rec Cloud Mini-conference held at Wackford Community & Aquatic Complex on January 11. The Preschool Supervisor serves on the YTRS committee and was part of the event planning committee.(Parks & Recreation/Recreation & Community Services)

SERVICE TO THE COMMUNITY

We deliver the highest levels of service to the residents, visitors, and businesses within the District.

The following services were provided in January 2023 (Fire Department/Fire Prevention Division "Division"):

- The Division received 105 plan review requests, completed 170 plan reviews, and conducted 140 plan review inspections.
- High priority: The Division completed 24 (15%) of the total scheduled State Mandated Inspections for the year.
- Medium priority: The Division completed eight (8), or 21%, inspections for Operational Permits (aka "Annual Inspections"), eight (8), or 4%, Rotational Inspections, and one (1), or 8% Target Hazard Inspection.
- The Division participated in two site visits, reaching 38 people.
- Members of the Division provided support to the Sacramento Regional Incident Management Team for the Cal OES Prepositioning incident. The team was preparing for inclement weather and the possibility of flooding.
- Our first Teen Center Late Night event had 12 participants. (Parks & Recreation/ Recreation)
- All of our multi-purpose field users started their spring seasons: Blackhawks, Elk Grove Rugby Club, Elk Grove Soccer, Elk Grove United, Elk Grove Youth Lacrosse, and IR Academy. (Parks & Recreation/ Recreation)
- T-Ball Clinic began on January 21st. We had two sessions for the 3-4 age group and two sessions for the 5-6 age group. We have a total of 35 in our 5-6 age group, and a total of 38 in our 3-4 age group. (Department/ Division)
- Maintenance was performed throughout the District including: cleaning up numerous downed trees and limbs from the recent storms; rehanging shade sails blown down from the storms; installing a replacement shade sail at Machado Park; completing a turf renovation at Morse Dog Park; placing four new concrete trash cans at Entrican Park; installing over 350 new plants and bushes throughout five of the Laguna Ridge Parks; and installing two informational billboard signs at the pickleball courts at Bartholomew Sports Park and Oasis Community Park. (Parks & Recreation/Park & Golf Operations)
- Kid Central collected donations for distribution at the Shriners and Women's Wellspring Hospital on January 23. (Parks & Recreation/Recreation & Community Services)

- On January 10, Preschool personnel hosted an orientation for 30 participant guardians for the new Toddler Time program held at Laguna Town Hall. (Parks & Recreation/Recreation & Community Services)
- Personnel attended the Old Town Foundation Board meeting to review. (Office of the General Manager)
- Management Analyst represented the District at a California Association of Recreation and Park Districts (CARPD) Legislative Committee Meeting (Office of the General Manager)

DIVERSITY, EQUITY, & ACCESS

We ensure diversity, equity, and inclusion in all aspects of District work.

- There were 51 participants at the RAD Dance, Flannel Frenzy, on Friday, January 27th. There are 3 participants in our new RAD Kids discovery class. (Parks & Recreation/ Therapeutic Recreation)
- On January 11, personnel co-presented a session titled “Inclusion: Culture, Race, and Gender in Recreation” at the YTRS Camp Cloud Training event. (Parks & Recreation/Park & Golf Operations)
- On January 16, several personnel celebrated Martin Luther King Day by participating in the Walk With Me event at Sacramento City College. (Parks & Recreation/Park & Golf Operations)
- Guardian participant Handbooks were updated for Preschool and Summer Camp to ensure the language is inclusive. (Parks & Recreation/Recreation & Community Services)
- The week of January 16th Tiny Tot preschool programs incorporated Dr. Martin Luther King Jr. lessons into the curriculum. (Parks & Recreation/Recreation & Community Services)



Administrative Services Department

January 2023 Department Report

Human Resources



112 APPLICANTS	9 RECRUITMENTS	96 PERSONNEL ACTION FORMS	8 STAFF ON-BOARDING
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Finance



1,370 INVOICES PROCESSED	621 CHECKS PROCESSED	323 RECEIPTS PROCESSED
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Communications



SOCIAL MEDIA STATISTICS



341,803 IMPRESSIONS

13,248 ENGAGEMENTS

1,075 LINK CLICKS

35 GRAPHIC WORK ORDERS

179 COMMUNICATIONS WORK ORDERS

Information Technology



134 WORK ORDERS

29

FIRE
DEPT.

43

PARKS &
REC.

25

ADMIN.
SERVICES

29

PARK &
GOLF OPS.

8

FACILITY &
DEVT.

Business Operations and Sponsorships

\$11,325

SPONSORSHIP REVENUE

\$50

IN-KIND DONATIONS

Our Mission

The Cosumnes CSD is dedicated to enhancing the quality of life of the residents, businesses, visitors, and employees within our diverse community by protecting lives, property, and the environment through superior fire suppression, emergency medical services, fire prevention, and special operations response; and by providing parks and recreation services through well maintained parks and recreational opportunities for health, wellness, and social interactions.

Our Vision

Be an innovative, inclusive, and intentional, regional leader committed to providing exceptional services that exceed expectations and enhance the quality of life of those we serve.



Parks and Recreation Department

January 2023 Department Report

Customer Service

**394**Park Maintenance Hotline
Calls and Emails

Registrations	3,134
Internet	1,999
Main Office	98
Wackford Aquatic Complex	770
Elk Grove Aquatics Center	123
Albiani Recreation Center	108
Back Office	36

Participation



Activities (Pre-paid/registered)	9,699
Memberships	910
Swim for Fitness Monthly	81
Swim for Fitness Monthy-Auto	403
Teen Afterschool	554
Preschool	11
Kid Central	20

Drop-In Program Admissions	5,200
Aquatics	178
EGAC	71
WCAC	107
Kid Central	4,118
Preschool, Buddy Bunch & Toddler Time	322
RAD	69
Sports	10

**Rentals****7,696**1,539 Field • 675 Gym • 5,332 Meeting Room •
150 Equitable Partnership

Park Rangers

**592**

Park Visits

Volunteer

**515**

Volunteer Hours

558

Golf

19

Bike Park

Golf Course



49	Golf Lessons Purchased
1,322	Rounds of Golf Played
306,660	Range Balls Sold

Asset Maintenance

**181**Tree Maint.
Work Orders**112**Other Maint.
Work Orders

2023 Teen Center Late Night

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.



Fire Department

January 2023 Department Report



Monthly Incidents



2023 MONTHLY INCIDENTS

2,044

2022 MONTHLY INCIDENTS

2,285

Fire	22
Explosion.....	1
EMS.....	1,522
Hazardous Condition.....	71
Service Call.....	132
Good Intent	169
False Alarm.....	105
Severe Weather & Natural Disaster.....	15
Special Incident Type.....	2
Other.....	5

2023 TOTAL RESPONDING UNITS... 3,592
2022 TOTAL RESPONDING UNITS....3,796**RESPONSE TIME****0:08:20**Alarm to arrival emergent only.
90th percentile standard is 6:00.**COMMITMENT TIME****1:33:17**Dispatch to clearing scene
90th Percentile.

Ambulance Patient Offload Time

**SYSTEM APOT****1:05:50**90th Percentile
"Wall Time"**YEAR-TO- DATE
NET HOURS****240:57:39****YEAR-TO- DATE
NET COST****\$57,831****YEAR-TO- DATE
TRANSPORTS****1,003**

Unit Hour Utilization

**DAY:** 7am-7pm. Goal \leq 50% • **NIGHT:** 7pm-7am. Goal \leq 30%

	MEDIC 45	MEDIC 46	MEDIC 71	MEDIC 72	MEDIC 73	MEDIC 74	MEDIC 76	MEDIC 77
DAY	28%	26%	50%	41%	43%	50%	46%	41%
NIGHT	16%	16%	22%	22%	21%	20%	24%	12%

Fire Prevention

**PLAN REVIEW**

Plans Received.....	105
Plans Approved	134
Plans Disapproved.....	36

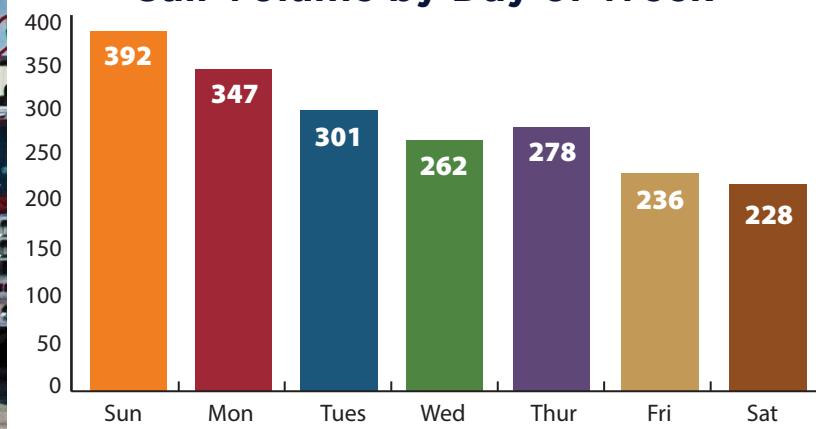
INSPECTIONS

Construction	140
State Mandated	24
Annual	8

PUBLIC EDUCATION

Site Visits.....	2
Total Reached by Site Visits	38
Total Reached by Social Media.....	-

Call Volume by Day of Week



Our Mission

THE COSUMNES CSD FIRE DEPARTMENT SAVES LIVES AND PROTECTS THE COMMUNITY THROUGH PREVENTION, PREPAREDNESS, AND EMERGENCY RESPONSE IN A TIMELY, COURTEOUS, AND EFFECTIVE MANNER.

STAFF REPORT

DATE: February 15, 2023

TO: Board of Directors

FROM: Felipe Rodriguez, Fire Chief

BY: Lantz Rey, Fire Marshall



SUBJECT: APPROVAL OF SUBSCRIPTION SERVICE FOR PERMIT SOFTWARE AND CONTRACT FOR IMPLEMENTATION OF SOFTWARE.

RECOMMENDATION

The Board of Directors:

- 1) Approves multiyear software contract with Clariti Building Permit software, a government permitting and licensing software program applying District policy no. 2141 for "contract piggybacking" (cost \$36,000/year); and
- 2) Approves the contract with Speridian for the implementation of the Clariti Building Permit software program (one-time cost of \$192,275, including contingency).

BACKGROUND/ANALYSIS

On November 2, 2022, the Board approved the efficiency package to purchase permit software and the implementation of the software for the Fire Prevention Division ("Division"). The annual cost of the software is \$36,000 (subject to annual increases based on CPI), and an estimated implementation cost of \$192,275. This staff report is to seek approval to enter into contracts to expend previously approved fiscal resources.

A new building permit system is needed to replace the Division's current systems. Currently, the Division uses more than six different programs to log, track, review, and collect fees for each set of submitted plans. Additional systems/tracking are used to process burn permits, weed abatement complaints, and code enforcement issues. The Division's customers must call the Division to obtain updates and/or status reports on their submissions. The current plan intake software capabilities have fallen far behind the technology and functionality now available from other programs on the market.

A new modern system will streamline processes, and provide efficiencies in plan intake, customer service, and payment collection. It will integrate with the District's Tyler New World (for invoicing and accounts receivables), Laserfiche (for document archiving), and Bluebeam® (for plan review). Additionally, it will provide improved reporting capabilities and a single program for staff and customers to utilize.

SOFTWARE SOLUTION:

In 2022, Division staff began researching building permit and licensing solutions. The Facilities and Development Department also identified the need for a similar software solution. Stakeholders attended demonstrations from eight different vendors. From these demonstrations the cloud-based software, Clariti Building Permit software ("Clariti"), built on a

Sales Force platform was identified as the best solution, satisfying the needs of both the Division and Facility and Development.

Clariti will provide a modern, user-friendly, customizable, forward-facing portal for customers where they will submit plan reviews and applications, request burn permits, pay fees, and obtain real-time status updates, approvals, and disapprovals. Clariti will offer staff time efficiencies through streamlined processes, workflows, and integrations for plan review, burn permits, reporting, payment collection, and more. Clariti also interfaces with GIS, providing mapping and information for plan review, inspections, burn permits, weed abatement, and code enforcement.

According to the Cosumnes Community Service District (“District”) Policy 2141, “Contract Piggybacking, Leverage Procurement Agreements, and Cooperative Purchasing”, the District may “obtain an optimal bidder via a competitive bidding process conducted by another agency”. It is the Division’s intent to piggyback with the City of Irvine’s 2022 contract with Clariti.

The City of Irvine (“City”) conducted a request for qualifications (RFQ) for software solutions that could meet the City’s criteria. Through the RFQ process, a number of software solutions were qualified (qualified candidates). The City then directed a request for proposal (RFP) to the qualified candidates from the RFQ (approximately 15 companies were solicited). From this RFP process, Clariti was selected as the solution that best met the needs of the City. On May 10, 2022, the City of Irvine’s Council approved the contract with Clariti for “new permitting and land management software solution” (see *Attachment A*).

The City’s RFQ/RFP process meets the District Policies for Contracts (2140) and Purchasing (2112).

IMPLEMENTATION

To be fully functional, the Clariti software will require implementation. During implementation, workflows and integrations will be developed to meet the needs of the District. To procure a knowledgeable implementation team, The Division conducted a formal bidding process. On November 18, 2022 the Request for Proposal for “Clariti building permit software implementation” was posted to the District website and email and text notification were sent to registered users. Additionally, an email was sent to Clariti. Bids were due on January 5, 2023. One proposal, from Speridian, was received.

The stakeholder group reviewed the proposal and conducted an interview with Speridian. Staff also interviewed references to validate Speridian’s qualifications. Based on Speridian’s proposal, interview, and the interview of references, the stakeholder group is confident that Speridian will meet the District’s needs in implementing the Clariti software. Implementation of the Clariti software is anticipated to take 6 to 12 months.

FINANCIAL ANALYSIS

There are two contracts, a multiyear contract with Clariti, and contract to implement the Clariti software with Speridian. The yearly cost of Clariti, based on the identified current users, will be \$36,000, and may be subject to annual increases, not to exceed CPI. The initial contract is to be for 5 years with the option of the District to renew for 5 additional years. The Speridian contract will span two fiscal years but should be completed in less than 12 months.

The proposed cost of this project is:

Speridian (Implementation)	\$174,796
10% Contingency	\$ 17,479
Total Cost of Implementation	\$192,275

Fiscal impact by year:

Description	FY23	FY24	FY 2025
Clariti Building Permit Software	\$36,000	\$36,000 (plus CPI)	\$36,000 (plus CPI)
Speridian	\$87,396	\$87,396	\$0.00
Speridian Contingency	\$8740	\$8740	\$0.00
Total	\$123,396	\$140,875	\$36,000+

The Division requests Board approval for a multiyear contract with Clariti, and to contract with Speridian for \$174,796, and approves the 10% contingency of \$17,479, for a total of \$192,275.

The direct financial benefit of improved customer satisfaction and efficiencies in time and process are not quantifiable, however, it is anticipated that these benefits will have a positive impact on customers and staff workload and duties.

SUSTAINABILITY ANALYSIS

The Clarity program will integrate with Laserfiche and digitally archive data, eliminating the need for paper archives.

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

Respectfully submitted,



Felipe Rodriguez
Fire Chief

Attachment A: City of Irvine Contract

Staff Report recommendation authorized by:



General Manager

Approved as to Form:



District Counsel

Attachment A

Clariti Software Agreement



SOFTWARE AGREEMENT

THIS SOFTWARE AGREEMENT (the “**Agreement**”) is made between **CLARITI CLOUD INC.**, of 422 Richards St, Suite 170, Vancouver, BC, V6B 2Z4 (“**CLARITI**”) and City of Irvine, 1 Civic Center Plaza, Irvine, CA 92606 (the “**Customer**”), and is effective as of the effective date specified in the first Order (defined in Section 1.1) made between the parties (the “**Effective Date**”). Unless otherwise defined herein, capitalized terms used in this Agreement have the meanings set out in Section 14.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

(A)

1. INTRODUCTION

1.1 Orders. CLARITI owns and operates CLARITI, a proprietary, modular, web-based software solution for governments (the “**CLARITI Platform**”), accessible through the Apex Platform™ online platform (the “**Apex Platform**”) operated by Salesforce.com Inc. (“**Salesforce.com**”). The details of Customer’s access to and use of the CLARITI Platform, including the number of authorized Users (defined in Section 4.1), will be specified in purchase orders sent from the Customer to CLARITI from time to time in such form approved by CLARITI (each an “**Order**”), which are governed by and form part of this Agreement.

1.2 SFDC Agreement. Customer’s access to and use of the Services will depend on the Apex Platform (also referred to as an “**Org**”), which is operated and controlled solely by Salesforce.com, and is subject to the Customer’s acceptance of the Salesforce.com End User Subscription Agreement, attached hereto as **Exhibit A**, as may be amended by Salesforce.com in accordance with its terms (collectively the “**SFDC Agreement**”) and which is incorporated by reference as part of this Agreement. By executing this Agreement, Customer acknowledges and signifies to CLARITI and Salesforce.com that Customer has understood and agreed to the SFDC Agreement. To the extent of any inconsistency or conflict between this Agreement and the SFDC Agreement, then this Agreement will take priority and govern regarding Customer’s access to and use of the CLARITI Platform and the relationship between Customer and CLARITI, and the SFDC Agreements will take priority and govern regarding Customer’s access to and use of the Apex Platform and the relationship between Customer and Salesforce.com.

2. TERM AND SERVICES

2.1 Term of Agreement and Orders. Unless terminated earlier by either party pursuant to this Agreement, the initial Term of this Agreement will commence on the Effective Date and will remain in effect for the period outlined in the first Order made between the parties (the “**Initial Term**”). This Agreement will automatically renew for additional one (1) year periods (each a “**Renewal Term**”), unless: (a) expressly stated otherwise in an Order; (b) terminated earlier pursuant to this Agreement; or (c) either party gives notice of non-renewal to the other party by no later than ninety (90) days before the end of the Initial Term or the then-current Renewal Term. Collectively, the Initial Term and all Renewal Terms are referred to collectively as the “**Term**”. The term of each Order will commence on the effective date specified on the Order and expire on the expiration date specified in the Order, unless terminated earlier pursuant to this Agreement or the terms of the Order. Any Customer request for changes to the Order quantity must be submitted at least thirty (30) days before renewal. Each Order will automatically renew for additional one (1) year periods at the list price and quantity in effect at the time of renewal unless: (i) the Order is terminated earlier pursuant to this Agreement; (ii) either party gives notice of non-renewal to the other party by no later than ninety (90) days before the end of the then-current term of the Order; or (iii) the Order expressly states that it will not automatically renew.

2.2 SAAS Services. Subject to the terms and conditions of this Agreement, CLARITI will use commercially reasonable efforts to provide the following services (collectively, the “**SAAS Services**”) to the Customer during the Term: (a) the CLARITI Platform modules specified in valid and subsisting Orders; and (b) online training and technical support materials for those CLARITI Platform modules.

2.3 Changes to Services. The Customer may request, and CLARITI may in its discretion provide, an upgrade or downgrade in the level of SAAS Services, and the applicable Services may be amended, modified or supplemented pursuant to such request with mutual consent and in a written form satisfactory to CLARITI (a “**Change Order**”). Change Orders may require changes in the applicable fees payable by the Customer, and any such changes will be specified in the Change Order and payable by the Customer in accordance with the terms of the Change Order. Notwithstanding anything in this Agreement: (a) CLARITI may in its discretion change the Services from time to time, provided such any such change does not diminish the functionality of the Services on which the Customer materially relies; and (b) Salesforce.com may make changes to the Apex Platform that may impact the Services.

3. FEES AND PAYMENT TERMS

3.1 SAAS Fees. The Customer will pay to CLARITI the fees for the SAAS Services (the “**SAAS Fees**”) upfront annually, and in accordance with the payment instructions detailed in each Order or Change Order (as applicable). Unless otherwise expressly provided in an Order or Change Order, any SAAS Services added during a billing period will be subject to payment of SAAS Fees for a minimum of 12 months. All SAAS Fees will be based upon the total quantity of SAAS Services specified in applicable Orders and Change Orders, whether or not the corresponding SAAS Services are actively used during the billing period. SAAS Fees payable under this Agreement are: (i) non-refundable; and (ii) exclusive of any and all taxes, withholdings and other levies and imposts applicable thereon (“**Taxes**”), and such Taxes will be invoiced together with the SAAS Fees, unless Customer is exempt from such Taxes. Unless otherwise expressly set out in an Order or Change Order (as applicable), all invoices for the SAAS Services are payable thirty (30) days after delivery. CLARITI reserves the right to change the SAAS Fees with respect to existing service levels on an annual basis, at the end of the Initial Term or the then-current Renewal Term, upon at least thirty (30) days prior written notice to Customer (which may be sent by email).

3.2 Failure of Payment. Interest will accrue on any undisputed amounts overdue and outstanding at a rate of eighteen percent (18%) per annum, calculated daily. Without limiting any other remedy available to CLARITI, in the event that any of the Customer’s payment obligations are overdue and outstanding, CLARITI may, in its discretion: (a) terminate this Agreement immediately upon notice to the Customer; and/or (b) suspend its obligations to the Customer relating to the SAAS Services until such time as all amounts due and owing under this Agreement are paid in full.



4. USE OF SAAS SERVICES

4.1 Grant. Subject to the terms and conditions of this Agreement, CLARITI hereby grants to the Customer a limited, non-exclusive, non-transferable, non-sub-licensable right to access and use the SAAS Services during the Term for its internal business purposes through its authorized representatives (each a “User”) with a valid and subsisting account (each an “Account”) and username and password issued by or on behalf of CLARITI (collectively, “Codes”). Customer will appoint and authorize one or more Users to appoint other Users and administer Customer’s use of the SAAS Services. Customer will not authorize more Users than the number of Users specified in an Order or a Change Order, as applicable. Customer is fully responsible and liable for, and bears all risks relating to, all use of the SAAS Services by Users and all acts or omissions by Users and will ensure that all Users comply with the terms of this Agreement.

4.2 Accounts/Codes. Accounts and Codes are specific to the User for whom they are issued. Customer will ensure that all Users keep their Codes secure and confidential at all times and not permit any other person to use their Account or Codes, and immediately notify CLARITI if they suspect that any Account or Code has become known to or used by any unauthorized person. Customer is responsible for the security of Customer Codes and use of Customer Codes and Customer Accounts. If CLARITI, in its discretion, considers a Code to be insecure or to have been used inappropriately, then CLARITI may immediately cancel the Code without notice to Customer and the affected User. Codes may not prevent unauthorized access to Customer Data or other information that Customer and Users may use in connection with the SAAS Services. CLARITI is under no obligation to verify the actual identity or authority of the User of any Codes, Accounts or the SAAS Services, and is not responsible or liable for unauthorized access to the SAAS Services or any unauthorized or alteration, theft or destruction of any information contained therein through accident, fraudulent means or devices, or any other method, unless it is the direct result of CLARITI’s gross negligence.

4.3 Full Sandbox. The SAAS Services require one (1) full Salesforce sandbox (the “Full Sandbox”) to be quoted and purchased by the Customer for the purposes of receiving ongoing CLARITI Platform updates. The Full Sandbox will be refreshed to match the Salesforce Production Org on a quarterly basis. The Full Sandbox may be used by other parties and for other purposes with the understanding that they are aware and responsible for preserving any of their modifications, as the quarterly sandbox refresh will remove those changes to match the Production Org.

4.4 Customer Community Services. Customer understands that for certain SAAS Services identified as Customer Community or Community Plus Services on an Order or any Change Order (as applicable), if Customer User logins in the applicable Org exceeds the Permitted Number of Monthly Logins (as described in the Order or Change Order) in each of four consecutive calendar months, the Customer will be charged 1.5 times the per-Login price (based on the “Monthly/Unit Price” specified in the Order or Change Order) for each excess Customer User login in such fourth month and in each consecutive month thereafter in which the aggregate number of Customer User logins in the Org exceeds the Permitted Number of Monthly Logins. Such additional fees will be charged to Customer monthly in arrears. Unused logins are forfeited at the end of each month and do not roll over to subsequent months. The beginning and end of each calendar month will conform to U.S. Pacific Time.

4.5 Audit. CLARITI may audit use of SAAS Services through the CLARITI Platform and the Apex Platform. Should any audit reveal any unauthorized use of SAAS Services, Customer agrees to pay to CLARITI, within thirty (30) days of CLARITI’s notice of the audit results, CLARITI’S then-current pricing for the applicable SAAS Services showing unauthorized use (taken as a group), beginning with the date of the first violation through the period of unauthorized use (the “True Up Payment”). Upon payment of the True Up Payment, all SAAS Services showing unauthorized use will be converted into compliant SAAS Services and invoiced at CLARITI’s then-current list pricing for the remainder of the Term.

4.6 Restrictions. Except as expressly permitted by this Agreement, the Customer will not, nor will it allow any User to, directly or indirectly: (a) copy, modify or create derivative works or improvements of the SAAS Services; (b) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available the SAAS Services to any person; (c) reverse engineer, disassemble, decompile, decode, adapt or otherwise attempt to derive or gain access to the source code of the SAAS Services or any part thereof; (d) bypass or breach any security measures used by the SAAS Services; (e) input, upload, transmit or otherwise provide to or through the SAAS Services any information or materials that are unlawful or injurious, or contain, transmit or activate any virus, trojan horse, worm, backdoor, malware or other malicious computer code; (f) transmit, or otherwise export the SAAS Services or underlying information or technology; (g) damage, destroy, disrupt, disable, impair, interfere with or otherwise impede or harm in any manner the SAAS Services; (h) remove, delete, alter or obscure any trade-marks, specifications, warranties or disclaimers, or any copyright, trade-mark, patent or other intellectual property or proprietary rights notices from the SAAS Services; (i) provide any usernames, passwords or other information which would permit access to the SAAS Services to any person who does not have authorized access from CLARITI; (j) send spam or otherwise duplicative or unsolicited messages prohibited by applicable law; (k) to interfere with or disrupt the integrity or performance of the SAAS Services or the Apex Platform or the data contained therein; or (l) otherwise access or use the SAAS Services beyond the scope of the authorization expressly granted in this Agreement.

5. PROPRIETARY RIGHTS

5.1 Rights Reserved. CLARITI is and will remain the sole and exclusive owner of the Services, the CLARITI Platform and the CLARITI Marks, including without limitation any updates, modifications, customizations or derivative works thereof. Salesforce.com is and will remain the sole and exclusive owner of the Apex Platform and all related content, software and technologies. Except for the rights and licenses expressly granted in this Agreement, neither party grants to the other party any Intellectual Property Rights under this Agreement, and all such rights, title and interests are hereby retained and reserved.

5.2 Feedback. The Customer hereby grants to CLARITI a worldwide, royalty-free, transferable, sublicensable, irrevocable, perpetual, unrestricted license to use or incorporate into the Services any suggestions, enhancement requests, recommendations or other feedback provided by the Customer or its Users relating to the Services. For certainty, CLARITI will have no obligation to modify the Services to implement any suggestions, recommendations or other feedback provided by the Customer or its Users. Furthermore, for the purposes of improving the CLARITI Platform:

(a) **Access to Personnel.** Customer will make available to CLARITI’s authorized representatives the personnel from the Customer’s leadership, IT, and user groups at CLARITI’s request with reasonable notice to provide feedback on the Services in the form of surveys, phone calls, video and face to face meetings.



(b) **Integration – Existing Salesforce Apps and Org.** For the purposes of improving the Services' integration into a Customer's existing Salesforce Org with existing applications, within three (3) months of the initial order of any Services, the Customer or CLARITI partner will refresh the Full Sandbox provided in Section 3.1(a) to match production, install the applicable Services in the refreshed Org, test business critical processes, resolve any conflicts, and then move CLARITI assets into the production environment. The CLARITI assets will be unconfigured.

6. CONFIDENTIALITY

6.1 Obligation. Receiving Party hereby acknowledges that the Disclosing Party's Confidential Information is an asset of considerable value, the unauthorized use or disclosure of which would be damaging. Receiving Party will, during and subsequent to the Term: (a) keep the Confidential Information of the Disclosing Party confidential and use such Confidential Information solely for the purposes of exercising its rights and performing its obligations under this Agreement; (b) not directly, or indirectly, without authorization from the Disclosing Party reveal, report, publish, disclose or transfer such Confidential Information to any third party; (c) utilize procedures constituting a high degree of care to maintain the security of such Confidential Information and in no event less than a reasonable standard of care under the circumstances; and (d) disclose such Confidential Information to its employees and contractors, solely on a need-to-know basis as reasonably required under this Agreement, provided that, any access or disclosure to the Disclosing Party's Confidential Information that is granted by the Receiving Party to its employees and contractors will first require the Receiving Party to enter into a written agreement with each such employee and contractor that contains confidentiality and non-use obligations that are at least as protective as the provisions hereof. For certainty, and notwithstanding the foregoing, Customer acknowledges and agrees that CLARITI may disclose Customer's Confidential Information to Salesforce.com solely to the extent necessary to provide the Services in accordance with this Agreement.

6.2 Legal Disclosure. If a Receiving Party is required by law or court order to disclose any Confidential Information of the Disclosing Party, such Receiving Party will: (a) first notify the Disclosing Party of same in writing and without delay; and (b) cooperate with the Disclosing Party, and use its own best efforts, to limit any such disclosure to the minimum disclosure necessary to comply with such law or court order.

6.3 Return of Confidential Information. Subject to the terms of this Agreement, Receiving Party will return or irretrievably destroy the Confidential Information of the Disclosing Party within thirty (30) days after such request from the Disclosing Party. If requested by the Disclosing Party, the Receiving Party will provide a statutory declaration certifying the return or destruction (as applicable) within five (5) days thereafter.

6.4 Injunctive Relief. Each party acknowledges and agrees that should it breach its obligations of non-disclosure under this Section 6, the other party may suffer harm which may not be adequately compensated by monetary damages. In such event, the non-breaching party may, in addition to any other remedy available in law or equity, seek specific performance and injunctive or other equitable relief without bond or proof of damages.

7. CUSTOMER DATA

7.1 Ownership of Customer Data. As between CLARITI and the Customer, the Customer is and will remain the sole and exclusive owner of all Customer Data.

7.2 Consent and License of Customer Data. The Services may require that CLARITI and Salesforce.com access, use, process and transmit Customer Data, and certain modules of the SAAS Services or additional functionalities may result in Customer Data being transmitted from the Apex Platform to other computer systems. Customer authorizes and consents to such use of Customer Data by CLARITI and Salesforce.com, and hereby grants to CLARITI and Salesforce.com a non-exclusive, royalty free, world-wide right and license during the Term to access, copy, process and otherwise use Customer Data as may be required to provide and improve the Services, perform CLARITI's obligations under this Agreement or to create Anonymized Data. For certainty, CLARITI will be the sole and exclusive owner of all Anonymized Data.

7.3 Storage/Return of Customer Data. Customer Data is stored by Salesforce.com in the Apex Platform and is subject to the SFDC Agreements. At any time upon request by Customer during the Term, and within thirty (30) days after the end of the Term, CLARITI will request that Salesforce.com return all Customer Data in the Apex Platform to Customer in accordance with SFDC Agreements. Notwithstanding anything in this Agreement, CLARITI and Salesforce.com are not responsible for the privacy, security or integrity of Customer Data that is transmitted outside the Apex Platform.

7.4 Customer Data Disclaimer. Customer Data will be disclosed to Salesforce.com as a result of the Customer's use of the SAAS Services. CLARITI has no control over, or any responsibility for, Salesforce.com's collection, use, storage or disclosure of Customer Data. Except as otherwise provided in this Agreement, CLARITI makes no representation, warranty, condition or guarantee of any nature or kind whatsoever, whether express, implied or statutory, or arising from custom or trade usage or by any course of dealing or course of performance, regarding Customer Data, and disclaims any and all responsibility and liability for Customer Data to the fullest extent permitted by law.

8. REPRESENTATIONS, WARRANTIES AND COVENANTS

8.1 Customer. Customer represents, warrants and covenants to CLARITI that now and at all times during the Term: (a) Customer has the right, power, capacity and authority to enter into and perform its obligations under this Agreement and to grant the licenses, authorizations and permissions set forth in this Agreement; (b) the Customer will ensure that it has obtained all necessary consents relating to Customer Data prior to making any such data available under this Agreement; (c) the provision of any Customer Data to CLARITI and the use of such Customer Data by CLARITI for the purposes described in this Agreement does not and will not violate or infringe the rights of any person; (d) all information provided by Customer to CLARITI in an Order or Change Order is true, accurate, current, and complete; and (e) the Customer will have sole responsibility for connectivity between the Customer Systems and the internet and the security of the Customer's link to the SAAS Services.

8.2 CLARITI. CLARITI represents, warrants and covenants to Customer that now and at all times during the Term: (a) CLARITI has the corporate power, capacity and authority to enter into this Agreement, and (b) the Services will not infringe, or constitute an infringement or misappropriation of, any Intellectual Property Rights of any third party. CLARITI warrants to Customer that it will repair any functionality that was configured or developed by CLARITI pursuant to this Agreement and that has unexpectedly stopped working (the "System Warranty"); provided that: (i) warrantied items can only be diagnosed by CLARITI; (ii) any configuration or development performed by a non-CLARITI entity and any functionality related to non-CLARITI payment processing are excluded from the System Warranty; (iii) the Customer is up to date on the



latest CLARITI managed package release updates; (iv) the Customer is currently in an active Term and paying for all Services; and (v) Customer agrees (A) that their technical staff or system integrator staff are responsible for performing appropriate due diligence and testing of new CLARITI releases in a sandbox or pre-production environment prior to deploying these releases to the production environment, and (B) issues that arise due to not performing appropriate due diligence and testing are excluded from the System Warranty.

9. TERMINATION AND SUSPENSION

9.1 Termination for Cause. Either party may terminate this Agreement immediately upon notice if the other party fails to correct a material breach of its obligations under this Agreement within thirty (30) days after receipt by such other party of written notification from the notifying party of such material breach. This Agreement will automatically and immediately terminate if Customer's access to and use of the Apex Platform is prohibited by Salesforce.com.

9.2 Effect of Termination. Upon termination or expiry of this Agreement for any reason pursuant to this Agreement: (a) all Orders in effect will immediately terminate; (b) CLARITI will deliver to the Customer a final statement of account and/or invoice for fees and charges accrued up to and including the date of termination or expiry, and Customer will promptly pay all such outstanding fees and charges; and (c) any provision of this Agreement that imposes an obligation after termination or expiry of this Agreement will survive such termination or expiry, including without limitation, Sections: 3, 5, 6, 7 and 9 – 13 (inclusive).

9.3 Suspension of Services. CLARITI may suspend, terminate or limit, in CLARITI's discretion, Customer's (or any of its Users') access to or use of the Services, or any part of it, with reasonable notice in order to: (a) prevent damage to, or degradation of the integrity of, CLARITI Systems or Customer Systems; or (b) comply with any law, regulation, court order or other governmental request or order. CLARITI will use commercially reasonable efforts to notify Customer of any such limitation, suspension or termination action as soon as reasonably practicable. In the event of a limitation or suspension, CLARITI will restore Customer's access to the Services when CLARITI determines the event has been resolved. Nothing in this Agreement will limit CLARITI's right to take any action or invoke remedies or will act as a waiver of CLARITI's rights in any way with respect to any of the foregoing activities. Unless found to be done in bad faith, no such suspension will be a breach of this Agreement by CLARITI, entitle Customer to a refund or suspension of fees, or give rise to any liability by CLARITI to Customer or any other person.

9.4 Termination for Convenience. Either party shall have the right to discontinue Services at any time under this Agreement by providing to the other party at least ninety (90) days written notice. If Customer discontinues Services for convenience, any annual fees paid for Licensed Software is not refundable. If Clariti discontinues Services for convenience, Clariti will refund the unused pro-rata portion of the Licensed software fees.

10. INDEMNITY

10.1 Customer. Customer will defend, indemnify, and save and hold harmless CLARITI and its directors, officers, and personnel from and against all third-party claims, demands, actions, causes of action, damage, loss, suits, proceedings, costs, liabilities, expenses and charges arising from, connected with, or relating to: (a) Customer's use of the Services and the Apex Platform; or (b) any actual or alleged negligence, willful misconduct or breach of this Agreement by Customer or any other person for whom Customer is under this Agreement or in law responsible. Customer will assist and co-operate as fully as reasonably required by CLARITI in the defence of all third-party claims and third-party proceedings.

10.2 CLARITI. CLARITI will defend, indemnify, and save and hold harmless Customer and its officials, personnel and representatives from and against all third-party claims, demands, actions, causes of action, damage, loss, suits, proceedings, costs, liabilities, expenses and charges arising from, connected with, or relating to: (a) any actual or alleged negligence, willful misconduct or material breach of this Agreement by CLARITI or any other person for whom CLARITI is under this Agreement or in law responsible; or (b) allegations that the Services infringe or misappropriate any Intellectual Property Rights of a third-party, except to the extent resulting from (i) Customer's modification of the Services, or combination by Customer of the Services with other third-party products or services, if the Services would not have been infringing but for such modification or combination, (ii) Customer's use of the Services in a manner not authorized herein or for which it was not designed, (iii) Customer's failure to use an updated, non-infringing version of the applicable intellectual property to the extent Customer was notified that the update cured an infringement, or (iv) changes to the Services made by CLARITI at the direction of the Customer. CLARITI will assist and co-operate as fully as reasonably required by Customer in the defence of all third-party claims and third-party proceedings.

10.3 Possible Infringement. If CLARITI becomes aware of an allegation that the Services infringe a third party's Intellectual Property Rights, then CLARITI may: (a) obtain the right for the Customer, at CLARITI'S expense, to continue using the Services; (b) provide a non-infringing functionally equivalent replacement for the Services to the Customer; or (c) modify the Services so that they no longer infringe such third party's Intellectual Property Rights.

11. DISCLAIMER

(B) EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES PROVIDED IN THIS AGREEMENT, THE SAAS SERVICES AND THE CLARITI PLATFORM ARE PROVIDED "AS-IS", AND CLARITI HEREBY DISCLAIMS ANY AND ALL GUARANTEES, REPRESENTATIONS, CONDITIONS AND WARRANTIES REGARDING THE SAAS SERVICES AND THE CLARITI PLATFORM, WHETHER IMPLIED OR STATUTORY, ORAL OR OTHERWISE, ARISING UNDER ANY LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, ANY GUARANTEES, REPRESENTATIONS, CONDITIONS AND WARRANTIES WITH RESPECT TO ACCURACY; CAPACITY; COMPLETENESS; DELAYS; DURABILITY; SECURITY; FITNESS FOR A PARTICULAR PURPOSE; LACK OF VIRUSES OR OTHER HARMFUL COMPONENT, ERRORS, INTERRUPTED SERVICE; MERCHANTABILITY; NON-INFRINGEMENT; PERFORMANCE; QUALITY; RESULTS; SUITABILITY; TIMELINESS; TITLE; OR WORKMANLIKE EFFORT. THE SERVICES AND THE APEX PLATFORM MAY BE AFFECTED BY NUMEROUS FACTORS BEYOND CLARITI'S CONTROL. SECURITY AND PRIVACY RISKS CANNOT BE ELIMINATED. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, ACCESS AND USE OF THE SERVICES IS AT THE CUSTOMER'S SOLE RISK.

NOTWITHSTANDING ANYTHING IN THIS AGREEMENT, CLARITI HEREBY DISCLAIMS ANY AND ALL LIABILITY THAT MAY ARISE IN CONNECTION WITH THIRD-PARTY SOFTWARE OR MATERIALS AND THEIR USE OR INCLUSION IN OR WITH THE



SERVICES, INCLUDING WITHOUT LIMITATION THE APEX PLATFORM AND SALESFORCE.COM, AND ANY CHANGES MADE BY SALESFORCE.COM TO THE APEX PLATFORM THAT MAY IMPACT THE SERVICES.

(C) THIS SECTION WILL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW.

12. LIABILITY LIMITATION

NOTWITHSTANDING ANYTHING IN THIS AGREEMENT, CLARITI WILL NOT BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS, REVENUE, PROFITS, GOODWILL, USE OR OTHER ECONOMIC ADVANTAGE) HOWEVER THEY ARISE, WHETHER IN BREACH OF CONTRACT, BREACH OF WARRANTY, OR IN TORT, AND EVEN IF CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND THE CUSTOMER HEREBY RELEASES CLARITI OF SAME. IN ANY EVENT, CLARITI'S LIABILITY UNDER THIS AGREEMENT WILL BE LIMITED ONLY TO DIRECT, VERIFIABLE DAMAGES ARISING FROM CLARITI'S MATERIAL NON-FULFILMENT OR BREACH OF ANY WARRANTY OR COVENANT, OR ANY MATERIAL MISREPRESENTATION, EXPRESSLY PROVIDED UNDER THIS AGREEMENT.

THIS SECTION WILL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW.

12.1 INSURANCE

During the term of this Agreement, Clariti shall carry and maintain the following insurance in the following amounts:

- a. Commercial General Liability covering bodily injury (including personal injury) and property damage with a combined single limit of not less than \$2,000,000 per occurrence / \$4,000,000 aggregate. All such insurance shall include contractual liability coverage for the performance by Clariti of its indemnity agreements and shall add The City of Irvine, California, its employees, representative, officers and agents as additional insureds, and
- b. Professional Liability/Errors and Omissions Insurance with minimum limits of \$1,000,000 on a per occurrence basis.
- c. Cyber Liability in an amount of no less than \$1,000,000.

A certificate of insurance evidencing the above coverage, terms and conditions shall be delivered to City of Irvine upon its request. All policies maintained by Clariti shall be written as primary policies, not contributing with and not supplemental to the coverage that the City of Irvine may carry.

13. GENERAL

13.1 Entire Agreement. This Agreement, which includes: (a) each Order; (b) any Change Order; and (c) the SFDC Agreement; constitutes the final, complete and exclusive agreement between the parties with respect to the subject matter hereof, and supersedes any prior or contemporaneous agreement. Unless otherwise expressly provided by this Agreement, to the extent of any conflict, the following order of precedence will apply: (1) this Agreement; (2) a Change Order; (3) an Order; and (4) subject to Section 1.2, the SFDC Agreements.

13.2 Interpretation. Headings in this Agreement are for convenience of reference only. Any rules of construction relating to interpretation against the drafter of an agreement will not apply to this Agreement. The word "including" (or includes) and words to the same or similar effect will be interpreted to mean "including without limitation" (or includes without limitation). Words importing the singular number only include the plural and vice versa. Words importing either gender include both genders. Except as expressly set forth in this Agreement, the parties' respective rights and remedies under this Agreement are cumulative and not exclusive of any other rights or remedies to which the parties may be lawfully entitled under this Agreement or at law or equity, and the parties will be entitled to pursue all of their respective rights and remedies concurrently, consecutively and alternatively.

13.3 Assignment and Enurement. Customer may not assign this Agreement without CLARITI's prior written consent, which consent may be withheld in CLARITI's discretion. CLARITI may assign all or any portion of its rights and interests under the Agreement in its discretion without consent of the Customer. Users are not parties to or beneficiaries of this Agreement. The provisions of this Agreement will enure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

13.4 Publicity. CLARITI may reference Customer in CLARITI's advertising and promotional activities and materials and may list Customer in any listing or directory of CLARITI customers. Upon request by CLARITI, Customer may, but will have no obligation to, provide CLARITI with Customer's trademark or logos for use in such promotional materials, lists and directories.

13.5 Waiver and Amendment. Except as expressly provided herein, no modification, amendment or waiver of any provision of this Agreement will be effective unless in writing and signed by the parties hereto. No failure or delay by a party in exercising any right, power, or remedy under this Agreement, except as specifically provided herein, will operate as a waiver of any such right, power or remedy.

13.6 Governing Law. If the Customer's address provided in the signature block of this Agreement is: (a) in Canada or the United States, then this Agreement will be governed by the laws of the Customer's province or state and the federal laws applicable therein, and the parties will exclusively submit to such jurisdiction; and (b) outside of Canada and the United States, then this Agreement will be governed by the laws of the



province of British Columbia and the federal laws of Canada applicable therein, and the parties will exclusively submit to the jurisdiction of British Columbia. Notwithstanding the foregoing, each party will be entitled to seek injunctive or other equitable relief in any jurisdiction with a reasonable connection to the subject matter of this Agreement.

13.7 Force Majeure. Notwithstanding any other provision of this Agreement, CLARITI will not be liable to Customer for any delay in performing or failure to perform any of its obligations under this Agreement to the extent performance is delayed or prevented due to any cause or causes that are beyond CLARITI's reasonable control. Any delay or failure of this kind will not be deemed to be a breach of this Agreement by CLARITI, and the time for CLARITI's performance of the affected obligation will be extended by a period that is reasonable in the circumstances.

13.8 Notices. CLARITI may deliver Orders, invoices and other notices to Customer by email, facsimile, or delivery to the addresses on record in CLARITI's Customer file. Customer will give all notices to CLARITI under this Agreement in writing delivered by courier, by email, or by facsimile transmission to CLARITI's current address for delivery specified on in the signature block of this Agreement, as may be updated from time to time with notice.

13.9 Currency. All monetary amounts under this Agreement are in the currency of the United States, except where expressly provided otherwise.

13.10 Independent Contractors. The parties are independent contractors. Neither party will be deemed to be an employee, agent, partner, joint venturer or legal representative of the other for any purpose and neither party will have any right, power or authority to create any obligation or responsibility on behalf of the other.

13.11 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) will be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect.

13.12 Counterparts. This Agreement may be executed electronically and in two or more counterparts, all of which, taken together, will be regarded as one and the same instrument.

14. DEFINITIONS

(d) **“Anonymized Data”** means Customer Data which has been stripped, manipulated or combined to provide generalized anonymous information that cannot be reverse-engineered to identify the Customer or identify an individual.

(e) **“CLARITI Marks”** means CLARITI™, CLARITI CLOUD INC.™ and related logos and marks of CLARITI.

(f) **“CLARITI Systems”** means the information technology infrastructure used by or on behalf of CLARITI in performing the Services, including all computers, software, hardware, databases, electronic systems and networks.

(g) **“Confidential Information”** means information that is not generally known to the public or that otherwise constitutes a trade secret under applicable law, including without limitation, technical information, know-how, technology, software applications and code, prototypes, ideas, inventions, methods, improvements, data, files, information relating to customer identities and other customer information; provided that, Confidential Information does not include any of the foregoing information that Receiving Party can demonstrate: (i) has entered into the public domain through no wrongful act or breach of any obligation of confidentiality by the Receiving Party; (ii) was in the lawful knowledge and possession of, or was independently developed by, the Receiving Party prior to the time it was disclosed to, or learned by, the Receiving Party hereunder as evidenced by written records; (iii) was rightfully received by Receiving Party from a third party without a breach of such third party's obligations of confidentiality; or (iv) was approved in writing for release by the Disclosing Party. Confidential Information includes such information that was disclosed by the Disclosing Party to the Receiving Party prior to the Effective Date.

(h) **“Customer Data”** means information, data and other content, in any form or medium, that is collected, downloaded or otherwise received, directly or indirectly, from the Customer or a User by or through the Services, including without limitation any personal information.

(i) **“Customer Systems”** means Customer's information technology infrastructure, including computers, software, hardware, databases, electronic systems (including database management systems), networks and internet connectivity.

(j) **“Disclosing Party”** means the party who discloses or otherwise divulges Confidential Information to the other party.

(k) **“Intellectual Property Rights”** means any and all right, title and interest in and to any and all trade secrets, patents, copyrights, service marks, trademarks, know-how, trade names, rights in trade dress and packaging, moral rights, rights of publicity and similar rights of any type, continuations, or other registrations with respect to any of the foregoing, under the laws or regulations of any foreign or domestic governmental, regulatory, or judicial authority.

(l) **“Receiving Party”** means the party who receives or otherwise obtains Confidential Information from the Disclosing Party or from the Disclosing Party's employees, agents, representatives, consultants, customers, contractors or suppliers.

(m) **“Services”** means the SAAS Services



IN WITNESS WHEREOF, the parties, by their duly authorized representatives, have duly executed this Agreement.

CLARITI CLOUD INC.

<p>DocuSigned by:</p> <div style="border: 1px solid blue; padding: 2px; display: inline-block;"> </div> <p><u>Cyrus Symoom</u> 7053A326FD3B49A...</p> <p>Authorized Signatory</p>		5/25/2022 Date
By	<u>Cyrus Symoom</u> Name	Co-CEO Title
Email for Notice:		

CUSTOMER:

<p>DocuSigned by:</p> <div style="border: 1px solid blue; padding: 2px; display: inline-block;"> </div> <p><u>Jimmee Medina</u> C4223E837C40488...</p> <p>Authorized Signatory</p>		6/7/2022 Date
By	<u>Jimmee Medina</u> Name	<u>Director of Human Resources and Innovation</u> Title
Customer's Address	Mailing Address: 1 Civic Center Plaza, Irvine, CA 92606	
	Fax	Email <u>jbersig@cityofirvine.org</u>

By:
Oliver C. Chi
 Oliver C. Chi
 Its: City Manager

By:
Farrah N. Khan
 CF36A9EA8445497...
 Farrah N. Khan
 Its: Mayor

Attest:

By:
Carl Petersen
 Carl Petersen
 Its: City Clerk

APPROVED AS TO FORM
 RUTAN & TUCKER, LLP

By:
Jeffrey T. Melding, City Attorney
 Jeffrey Melding



EXHIBIT "A"

SALESFORCE.COM END USER SUBSCRIPTION AGREEMENT
FOR PLATFORM EMBEDDED EDITION OEM SERVICES SUBSCRIPTIONS

This governs the Customer's access to and use of the Apex Platform and related services provided by Salesforce.com. This SFDC Agreement exempts Salesforce.com and other persons from liability or limits their liability and contains other important provisions that Customer should read. By signing the CLARITI Software Agreement, Customer acknowledges and signifies that it has read, understood, and agreed to this SFDC Agreement. If Customer does not accept and agree to this Agreement, Customer may not access or use the Apex Platform.

1. **Definitions.**

In this Agreement:

- (a) **"Addendum Services"** mean the Platform, to the extent that it is hosted on the Public Cloud Infrastructure. "Addendum Services" exclude, without limitation, any professional services, the CLARITI Application, applications listed on the AppExchange, and other third party applications and services.
- (b) **"AppExchange"** means the online directory of on-demand applications that work with the Service, located at <http://www.appexchange.com> or at any successor websites.
- (c) **"CLARITI"** means Clariti Cloud Inc.
- (d) **"CLARITI Application"** means the proprietary, modular, web-based software solution produced by Clariti Cloud Inc.
- (e) **"Documentation"** means the Trust and Compliance documentation for the Platform, and its usage guides and policies, as updated from time to time, accessible via help.salesforce.com or login to the applicable Addendum Service.
- (f) **"Org"** means a separate set of Your Data and SFDC product customizations held by SFDC in a logically separated database (i.e., a database segregated through password-controlled access).
- (g) **"Platform"** means the online, Web-based platform service provided by SFDC to CLARITI in connection with CLARITI's provision of the CLARITI Application to You.
- (h) **"SFDC Service"** means the online, Web-based application and platform service generally made available to the public via <http://www.salesforce.com> and/or other designated websites, including associated offline components but excluding AppExchange applications.
- (i) **"SFDC"** means salesforce.com.
- (j) **"Users"** means Your employees, representatives, consultants, contractors or agents who are authorized to use the Service subject to the terms of this SFDC Agreement as a result of a subscription to the CLARITI Application having been purchased for such User, and have been supplied user identifications and passwords by You (or by [Salesforce.com](http://salesforce.com) or CLARITI at Your request).
- (k) **"You"** and **"Your"** means the customer entity which has contracted to purchase subscriptions to use the CLARITI Application subject to the conditions of this SFDC Service Agreement, together with any other terms required by CLARITI.
- (l) **"Your Data"** means all electronic data or information submitted by You as and to the extent it resides in the Service.

2. **Use of Service.**

- (a) Each User subscription to the CLARITI Application shall entitle one User to use the Service via the CLARITI Application, subject to the terms of this SFDC Service Agreement, together with any other terms required by CLARITI. User subscriptions cannot be shared or used by more than one User (but may be reassigned from time to time to new Users who are replacing former Users who have terminated employment with You or otherwise changed job status or function and no longer require use of the Service). For clarity, Your subscription to use the Platform hereunder does not include a subscription to use the SFDC Service or to use it in connection with applications other than the CLARITI Application. If You wish to use the SFDC Service or any of its functionalities or services, to use another application other than the CLARITI Application, or to create or use additional custom objects beyond those which appear in the CLARITI Application in the form that it has been provided to You by CLARITI, visit www.salesforce.com to contract directly with SFDC for such services. In the event Your access to the CLARITI Application provides You with access to the SFDC Service generally or access to any SFDC Service functionality within it that is in excess to the functionality described in the CLARITI Application's user guide, and You have not separately subscribed under a written contract with SFDC for such access, then You agree to not access and use such functionality, and You agree that Your use of such functionality, Your use of applications other than the CLARITI Application, or Your creation or use of additional custom objects in the CLARITI Application beyond that which appears in the CLARITI Application in the form that it has been provided to You by CLARITI, would be a material breach of this Agreement.
- (b) Notwithstanding any access You may have to the Platform or the SFDC Service via the CLARITI Application, CLARITI is the sole provider of the CLARITI Application and You are entering into a contractual relationship solely with CLARITI. In the event that CLARITI ceases operations or otherwise ceases or fails to provide the CLARITI Application, SFDC has no obligation to provide the CLARITI Application or to refund You any fees paid by You to CLARITI.
- (c) You (i) are responsible for all activities occurring under Your User accounts; (ii) are responsible for the content of all Your Data; (iii) shall use commercially reasonable efforts to prevent unauthorized access to, or use of, the Platform and the SFDC Service, and shall notify CLARITI or [Salesforce.com](http://salesforce.com) promptly of any such unauthorized use You become aware of; and (iv) shall comply with all applicable local, state, federal and foreign laws and regulations in using the Platform and the SFDC Service.



(d) You shall use the Platform and the SFDC Service solely for Your internal business purposes and shall not: (i) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Platform or the SFDC Service available to any third party, other than to Users or as otherwise contemplated by this SFDC Service Agreement; (ii) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (iii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material that is harmful to children or violates third party privacy rights; (iv) send or store viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs; (v) interfere with or disrupt the integrity or performance of the Platform or the SFDC Service or the data contained therein; or (vi) attempt to gain unauthorized access to the Platform or the SFDC Service or its related systems or networks.

(e) You shall not (i) modify, copy or create derivative works based on the Platform or the SFDC Service; (ii) frame or mirror any content forming part of the Platform or the SFDC Service, other than on Your own intranets or otherwise for Your own internal business purposes; (iii) reverse engineer the Platform or the SFDC Service; or (iv) access the Platform or the SFDC Service in order to (A) build a competitive product or service, or (B) copy any ideas, features, functions or graphics of the Platform or the SFDC Service.

(f) **Use of Addendum Services.** Customer will be responsible for Users' compliance with this Addendum, the Documentation and the order form between CLARITI and Customer, and will comply with terms of service of any Third Party Applications with which Customer uses Addendum Services. Customer will not: (i) make the Addendum Services available to, or use the Addendum Services for the benefit of, anyone other than Customer or Users, unless expressly stated otherwise in the Documentation, (ii) sell, resell, license, sublicense, distribute, make available, rent or lease the Addendum Services, or include the Addendum Services in a service bureau or outsourcing offering, (iii) use the Addendum Services or Third Party Applications to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (iv) use the Addendum Services or any Third Party Applications to store or transmit Malicious Code, (v) interfere with or disrupt the integrity or performance of the Addendum Services or third-party data contained therein, (vi) attempt to gain unauthorized access to the Addendum Services or its related systems or network, (vii) permit direct or indirect access to or use of the Addendum Services in a way that circumvents a contractual usage limit, or use any Addendum Services to access or use any SFDC intellectual property except as permitted under this Addendum or the Documentation, (viii) copy the Addendum Services or any part, feature, function or user interface thereof, (ix) frame or mirror any part of any Addendum Services, other than framing on Customer's own intranets or otherwise for its own internal business purposes, or as permitted in the Documentation, (x) reverse engineer the Addendum Services (to the extent such restriction is permitted by law), or (xi) access any Addendum Services in order to build a competitive product or service or to benchmark with a non-SFDC product or service. Customer's or a User's intentional violation of the foregoing, or any use of the Addendum Services in breach of the SFDC Service Agreement, Documentation or the order form between CLARITI and Customer, by Customer or Users that in SFDC's judgment imminently threatens the security, integrity or availability of SFDC's services, may result in SFDC's immediate suspension of the Addendum Services. SFDC will use commercially reasonable efforts under the circumstances to provide Customer with an opportunity to remedy such violation or threat prior to any such suspension. Customer may only submit to the Addendum Services, and use the Addendum Services to collect, store and/or process, Customer Data in a manner that is permitted in the applicable Documentation and by applicable laws and government regulations.

(g) **External-Facing Services.** If You subscribe to any Addendum Services for sending electronic messages or for the creation and hosting of, or for posting content on, external-facing websites, such use is subject to SFDC's External-Facing Services Policy at <http://www.salesforce.com/company/legal/agreements.jsp>, as may be applicable to an Addendum Service and You are solely responsible for complying with applicable law in Your use of any cookies or other tracking technologies.

3. **Third-Party Providers.** CLARITI and other third-party providers, some of which may be listed on pages within SFDC's website and including providers of AppExchange applications, offer products and services related to the Platform, the SFDC Service, and/or the CLARITI Application, including implementation, customization and other consulting services related to customers' use of the Platform and/or the SFDC Service, and applications (both offline and online) that interoperate with the Platform, SFDC Service, and/or the CLARITI Application, such as by exchanging data with the Platform, the SFDC Service, and/or the CLARITI Application, or by offering additional functionality within the user interface of the Platform, the SFDC Service, and/or the CLARITI Application through use of the Platform and/or SFDC Service's application programming interface. SFDC does not warrant any such third-party providers or any of their products or services, including but not limited to the CLARITI Application or any other product or service of CLARITI, whether or not such products or services are designated by SFDC as "certified," "validated" or otherwise. Any exchange of data or other interaction between You and a third-party provider, including but not limited to the CLARITI Application, and any purchase by You of any product or service offered by such third-party provider, including but not limited to the CLARITI Application is solely between You and such third-party provider. In addition, from time to time, certain additional functionality (not defined as part of the Platform or SFDC Service) may be offered by SFDC or CLARITI to You, for an additional fee, on a pass-through or OEM basis pursuant to terms specified by the licensor and agreed to by You in connection with a separate purchase by You of such additional functionality. Your use of any such additional functionality shall be governed by such terms, which shall prevail in the event of any inconsistency with the terms of this SFDC Service Agreement.

4. **Proprietary Rights.** Subject to the limited rights expressly granted hereunder, SFDC reserves all rights, title and interest in and to the Platform and the SFDC Service, including all related intellectual property rights. No rights are granted to You hereunder other than as expressly set forth in this SFDC Service Agreement. The Platform and the SFDC Service is deemed SFDC confidential information, and You will not use it or disclose it to any third party except as permitted in this SFDC Service Agreement.

5. **Compelled Disclosure.** If either You or SFDC is compelled by law to disclose confidential information of the other party, it shall provide the other party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the other party's cost, if the other party wishes to contest the disclosure.

6. **Suggestions.** You agree that SFDC shall have a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual license to use or incorporate into any SFDC products or services any suggestions, enhancement requests, recommendations or other feedback provided by You or Your Users relating to the operation of the Platform and/or the SFDC Service.

7. **Suspension and Termination.** Your use of the Platform and the SFDC Service may be immediately terminated and/or suspended upon notice due to (a) a breach of the terms of this SFDC Service Agreement by You or any User, (b) the termination or expiration of CLARITI's agreement with SFDC pursuant to which CLARITI is providing the Platform as part of the CLARITI Application to You, and/or (c) a breach by



CLARITI of its obligations to SFDC with respect to the subscriptions it is providing to You in connection with this SFDC Service Agreement. If You use the CLARITI Application in combination with a SFDC Service Org other than the Org provisioned solely for use with the CLARITI Application (a “Shared org”), CLARITI shall be solely responsible for provisioning the CLARITI Application to You. With respect to any Shared org, You acknowledge and understand that (i) access to such Org, including the CLARITI Application used in connection with such Org, may be suspended due to Your non-payment to SFDC or other breach of Your Agreement with SFDC, and (ii) in the event Your relationship with SFDC is terminated as a result of non-payment or other material breach of Your agreement with SFDC, Your Platform subscriptions would also be terminated. In no case will any such termination or suspension give rise to any liability of SFDC to You for a refund or other compensation.

8. **Subscriptions Non-Cancelable.** Subscriptions for the Platform and the SFDC Service are non- cancelable during a subscription term, unless otherwise specified in Your agreement with CLARITI.

9. **Data Storage.** The Platform and SFDC Service includes a certain cumulative amount of storage per User subscription for no additional charge. Contact CLARITI for additional information. Additional storage may be available for purchase from the CLARITI.

10. **No Warranty.** SFDC MAKES NO WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO WITH RESPECT TO THE PLATFORM, THE SFDC SERVICE, AND/OR THE CLARITI Application, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, SFDC DISCLAIMS ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE PLATFORM, THE SFDC SERVICE, AND/OR THE CLARITI Application, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS. WITHOUT LIMITING THE FOREGOING, SFDC DISCLAIMS ALL LIABILITY FOR ANY HARM OR DAMAGES CAUSED BY ANY THIRD-PARTY HOSTING PROVIDERS.

11. **No Liability.** IN NO EVENT SHALL SFDC HAVE ANY LIABILITY TO YOU OR ANY USER FOR ANY DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR DAMAGES BASED ON LOST PROFITS, HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT YOU HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12. **Further Contact.** SFDC may contact You regarding new SFDC service features and offerings.

13. **Google Programs and Services.** Platform or SFDC Service features that interoperate with Google programs and services depend on the continuing availability of applicable Google application programming interfaces (“APIs”) and programs for use with the Platform and the SFDC Service. If Google Inc. ceases to make such APIs and/or programs available on reasonable terms to SFDC, SFDC may cease providing such features without entitling You or CLARITI to any refund, credit, or other compensation.

14. **Third Party Beneficiary.** SFDC shall be a third party beneficiary to the agreement between You and CLARITI solely as it relates to this SFDC Service Agreement.

Org Migration. Migration of an Org to the Public Cloud Infrastructure will require planned downtime, during which it may be completely unavailable for use. Any existing service level agreement regarding the Addendum Services will not apply during an Org migration, however the parties will cooperate to minimize the impact of such downtime. SFDC will alert CLARITI and/or Customer to actions Customer must take prior to the Org migration, such as updating hard-coded references, as further described at [this link](#). Migration of an Org to the Public Cloud Infrastructure is subject to availability on a quarterly basis, and the parties will cooperate reasonably to schedule such migration.



Appendix A: This contract was awarded by means of RFP NO. 21-3058



21-3058[15].pdf



Appendix B: Avocette Response

Year 1 Subscription Costs			
Subscription Cost (Primary Software)			\$343,272.50
Third-Party Subscription Cost			\$2,880.00
Third-Party Subscription Cost			
Total Subscription Cost (annual)			\$346,152.50
Amount Discounted (\$)			\$49,706.20
Total Discounted Subscription Amount - Year 1 Subscription Fees			\$296,446.30
Recurring Subscription Fees - Years 2 - 10			
	Rate of Increase over Prior Year (as a percentage)	Subscription Costs (as a dollar amount)	Third-Party Subscription Costs (as a dollar amount)
Year 2	0%	\$334,366.30	\$2,880.00
Year 3	0%	\$316,166.30	\$2,880.00
Year 4	3%	\$325,651.29	\$2,966.40
Year 5	3%	\$335,420.83	\$3,055.39
Year 6	3%	\$345,483.45	\$3,147.05
Year 7	3%	\$355,847.96	\$3,241.47
Year 8	3%	\$366,523.39	\$3,338.71
Year 9	3%	\$377,519.10	\$3,438.87
Year 10	3%	\$388,844.67	\$3,542.04
Ten Year Subscription Cost			\$3,470,759.52



STAFF REPORT

DATE: February 15, 2023

TO: Board of Directors

FROM: Paul Mewton, Chief of Planning, Design, and Construction

**SUBJECT: CONTRACT COMPLETION FOR MACDONALD PARK – PHASE 2
CONTRACT #PC-21-003**

RECOMMENDATION

The Board of Directors:

- 1) Accepts the construction of MacDonald Park – Phase 2 as complete; and
- 2) Approves the revised contract amount of \$1,063,592.20.

BACKGROUND/ANALYSIS

MacDonald Park is a 2-acre park located at 8061 Spring Azure Way in the Camden Point neighborhood and is identified as a local park in accordance with the approved 2018 Plan For Play – Parks, Recreation & Facilities Master Plan.

The CSD Board approved the Conceptual Master Plan and environmental document on December 18, 2019. Staff subsequently prepared the construction documents for this project and put it out to bid in early December 2020.

FINANCIAL ANALYSIS

In June 2019, the residents of the Camden Point neighborhood voted to approve a new Landscape and Lighting (L&L) Assessment. This new assessment provides sufficient ongoing funding for the maintenance of MacDonald Park. The development of MacDonald Park Phase 2 was on hold due to a lack of maintenance funding; however, with a secure funding source park development was able to move forward.

The revised contract amount of \$1,063,592.20 consists of the original contract award of \$1,057,500 plus change orders in the amount of \$6,092.20. The change orders totaled 0.58% of the contract amount and were within the 7.5% contingency of \$79,313 as approved by the Board on February 3, 2021.

SUSTAINABILITY ANALYSIS

MacDonald Park was designed with many sustainable landscape practices. Water consumption is minimized with high water-use turf only comprising 43% of the site. Drought tolerant or low water-use plants occupy 29% of the site and hardscape and playgrounds make up the

Contract Completion for MacDonald Park – Phase 2 Contract #PC-21-003
February 15, 2023

remaining 28%. This is in contrast to parks built 15 years ago that were 80-90% turf. All landscaping is irrigated with sophisticated weather-based control systems and a combination of subsurface drip irrigation and water-efficient above-grade irrigation components. In addition, existing trees were retained where possible. The project features the following Emissions Reduction, Sustainability and Adaptation Measures from the District's Climate Action & Sustainability Plan:

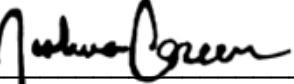
- LM-2 Low Maintenance Nature Gardens
- LM-4 Water Efficient Irrigation Practices
- LM-5 Implementation of Landscaping Guidelines.

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

Respectfully submitted,

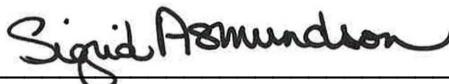

Paul Mewton
Chief of Planning, Design, and Construction

Staff Report recommendation authorized by:



General Manager / CEO

Approved as to Form:



District Counsel



STAFF REPORT

DATE: February 15, 2023

TO: Board of Directors

FROM: Paul Mewton, Chief of Planning, Design, and Construction

SUBJECT: QUARTERLY PROJECT STATUS UPDATE - FACILITY AND DEVELOPMENT DEPARTMENT

RECOMMENDATION

The Board of Directors:

- 1) Receives and files the Cosumnes Community Services District ("District") Quarterly Project Status Update from the Facility and Development Department.

BACKGROUND/ANALYSIS

The Facility and Development Department plans and develops all District facilities including fire stations, community centers, parks, and trails. The department is also responsible for building maintenance throughout the District and the implementation of the District's Climate Action/Sustainability Plan and policies. The department consists of three divisions.

- The Engineering and Development Division
- The Landscape Architecture Division
- The Facilities Division

Annually, staff develops and implements the District's Five-Year Capital Improvement Plan ("CIP") for the construction of new fire facilities, community centers, parks and trails and the upgrade and renovation of existing facilities and parks.

The following information is a quarterly update for projects staff are currently managing.

CIP & Planning

Planning Phase

Sun Grove Park (1 acre) in Laguna Ridge

- Added to the 23-24 CIP year with new estimates based on recent construction cost increases. City to confirm funding availability.

Unity Neighborhood Park (5 acre) in Eastern Elk Grove

- Community outreach in Spring 2023.

Mendes Park K (9 acre) in South-East Policy Area (SEPA)

- Added to the 23-24 CIP year with new estimates based on recent construction cost increases. City to confirm funding availability.

Beeman Park Playground Revitalization

- Added to the 23-24 CIP year with new estimates based on recent construction cost increases.
- Board approved partial funding from American Rescue Act Plan (ARPA) 10/05/22.

Elk Grove Crossing Specific Plan (South of Kammerer Road)

- Approx. 1,380 dwelling units, 750,000 sf commercial/light industrial use.
- Includes two neighborhood and two local parks.
- Staff reviewed and provided comments on 3rd submittal.

Administration Building Solar & Park Lot Improvements Project (\$1.5 million)

- CWT Project
- Board approved financing plan 9/15/21.
- Board approved award of professional design services contract on 6/15/22 with Kimley-Horn for preliminary design of the project.
- Presented concept options to Senior Leadership Team 01/25/23.

Climate Action Plan

- Updating Implementation Tool to accurately track progress toward carbon reduction goals.
- Staff working with SMUD to evaluate fleet electrification infrastructure plan.
- EV Charger scheduled for installation at Oasis Recreation Center.
- District's first full EV plugin vehicle scheduled to arrive 2022.

Design and Bidding Phase

Elliott Springs

- Board approved Development Agreement and park Concept Plans 11/18/21.
- Community Facilities District (CFD) for Fire Services and Park Maintenance Services formed 8/17/22.
- Construction Documents (75% review compete).
- Park naming process for the two park sites in process.

The CORE Recreation Center (\$30 million)

- Board approved authorization for the sale of \$35M of bond debts for financing the project on 04/06/2022.
- Environmental report for Mitigated Negative Declaration (MND) completed 03/30/2022.
- Board approved award of fitness equipment contracts on 3/16/22; procurement and or lease of fitness equipment will be broken out between two firms.
- Board approved the naming of the facility on 07/06/22. The center shall be named the "Core".
- 100% Construction Drawings & Specifications completed for bidding.

- Bid advertised 12/14/2022.
- Bid Opening 2:00 pm 02/07/2023.
- Final resubmittal to permitting agencies completed.

Rotary Grove Trellis Replacement – Elk Grove Park (\$950,000)

- Completed workshops
 - Rotary Team confirmed concept design on 09/14/2021 and 12/21/2022.
- Construction Drawings 95% complete.
- Board approved use of ARPA Funds for project on 10/05/2022.
- Out to Bid – end of February 2023.

Town Hall Square Park Renovations Park Maintenance Management Projects (PMMP)

- Community Outreach 10/24/2019.
- Bid Award approved by Board 12/07/2022
- Construction contract approved with Saenz Landscape Construction.
- Preconstruction meeting in January 2023.

McConnell Park – State Parks Grant Revitalization

- Online/in-person Community Outreach completed 11/23/2021.
- Outreach identified small dog park and shade canopy at playground as priorities.
- Project scope and concept plan for Prop 68 Grant submitted 12/15/2021.
- Consultant working on 75% of construction drawings.

Construction Phase

Jack Hill Park Revitalization (\$780,000)

- Bid Awarded 8/3/2022.
- Preconstruction meeting held: 8/25/2022.
- Construction started 9/6/2022.
- Waiting for delivery of play equipment and shade structure.

Fire Station 77 (\$9.6 million)

- Board approved project financing package on 09/15/21.
- Board approved awarding contract to D.L. Falk Construction and Environmental/CEQA report on 12/15/2021 (\$8.95M plus 10% contingency).
- District's first CWTA project under construction. Issued contractor Notice to Proceed (NTP) on 03/21/2022.
- Contractor in process of completing framing. Overall Construction at 35%.
- Dry utilities joint trench across site frontage completed.
- Negotiating with development to the south on drainage easement for installing stormwater infrastructure connection to public detention basin.

Oasis Park Preschool Building/Recreation Center (\$2.5 million)

- Board approved award of contract on 06/16/2021 for \$1,957,000 to JPB Designs.
- Public art installed.
- Added new CIP project for Furniture, Fixtures and Equipment (FF&E) & Playground to FY22-23.
- Playground plans 80% complete.
- Construction 95% complete. Remaining work includes interior cabinetry, toilet partition walls, building signage, communications rooftop antenna, exterior fence around play yard and PG & E gas connection.
- Project completion date estimate March 2023.

Veterans Memorial (Sierra Valley Construction) (\$80,000)

- Phase 2 Construction 100% complete.
- First set (21) of engraved memorial bricks installed on 10/03/2022.
- Phase 3 –Staff completed and presented concept plan for the donor wall to Oscar O'con.
- Next Steps include preparing phase 3 construction documents for bidding.

Lichtenberger/Pederson Park Revitalization (\$1.7 million)

- Bid Award 06/16/2021 – Sierra Valley Construction \$1,463,000.
- Construction 100% complete.
- Working with neighbors to make small in-field modifications to address concerns.
- Contract completion acceptance going before the Board 01/09/2023.

Gil Albiani Recreation Center – Contract work (\$950,000 Impact Fees)

- Phase One - Complete
- Phase Two - 90% complete.
 - Non-irrigated landscaping around sign needed.
 - Monument sign Installation is complete. Sign lighting to be installed.
 - Tot Time Playground installation to be coordinated w/ Park and Golf Operation staff as in house project.
 - Bike rack and trash receptacle installed at main entrance.

McDonald Park Phase 2 (\$1,030,000)

- Benches installed.
- Project complete, contract acceptance to the Board on 02/15/2023.

Arnold Adreani Park (Sheldon Farms North) (Turnkey, Hemington Landscape)

- Construction submittals review complete.
- Construction 80% complete. Finishing water play installation and shade structures.

Park Maintenance Management Projects (PMMP)

- Sheldon Wall Emergency repair.
 - Engineering Plans revised for rebidding in February.
- Poured in Place replacement at Morse, Johnston and Wright parks.
 - Out to bid in February.

Facilities

Construction Phase

2022 Facility Roof Repairs (\$408,000)

- Bid awarded to Commercial Waterproofers, Inc. on 12/02/2022. At 15% below engineer's estimate. Work to begin on smaller locations in early February.
- ARPA provides partial funding 10/05/2022.
- Roof repair projects include:
 - Elk Grove Park Kloss Complex Restrooms
 - Elk Grove Park offices
 - Womack Park Shade Structure
 - Zehnder Park Restrooms
 - Elk Grove Montessori Modular
 - Station 72
 - Laguna Town Hall

Admin Building

- IT furniture and space reconfiguration complete.
- Sump pumps wired to alarm system for early detection of pump failure.
- East basement organization work ongoing.
- Conference room D converted to office space and new conference room created in Suite 300.
- Additional desk space added for HR staff in Suite 300.
- Sewer ejector pump repaired and main floor sewer lines rerouted to eliminate reliance on basement sewer pump.

Castello Rec Center

- Fire alarm repaired.

Elk Grove Youth Center

- Fire alarm panel replaced.

Emerald Lakes Golf Course

- Office Modular Installation
 - Bid Approved Agreement 10/19/2022.
 - ARPA provides partial funding 10/05/2022.
 - Contractor selected to install septic system.
 - Modular office purchase agreement signed with Pacific Mobile, Inc.
 - Quotes obtained for chain link fencing changes.
 - Electrical service planning in progress.

Facilities & Development

- Building Maintenance Worker Aide position filled.
- Tool corral fence installed to secure Facilities items.

Fire Facilities

- Fire HQ
 - Sewer system repaired.
 - Replaced one of the HVAC units.
- Station 45
 - Repaired Fire alarm system.
 - Overhead door repaired.
- Station 46
 - All dorm windows repaired.
 - Installed 3) new refrigerators.
- Station 71
 - Overhead door repaired.
- Station 73
 - Overhead door repaired.
- Station 74
 - Repaired roof.
 - Installed new extractor.
- Station 76
 - Repaired HVAC.
- Fire Training Modular Buildings
 - Repaired two HVAC units.

Gil Albiani Recreation Center – District staff repairs (Building Maintenance staff)

- The HVAC compressor for the s/e office repaired.
- Provided new desk chairs for staff.

Laguna Town Hall

- Auditorium partition wall removed.
- Pergola connected to rear of building at back patio has been removed for safety reasons.
 - Repair or replacement options being considered.

Planning/Bidding Phase

Admin. Building

- Waterline leak under east staff restrooms isolated.
 - Repair on hold.

Elk Grove Park Facilities

- Pavilion dry rot on south (main) entrance being evaluated for repair.
- North side concrete does not meet safety standards. Project to be added to CIP.
- Strauss Island green room dry rot and roof being evaluated for repair.

Fire Station 46 HVAC units

- Units are 25 years old and failing.

Fire Station 71

- Developing plans for dorm room modifications.

Fire Station 73

- AC repairs needed on driveway.
- City and County made determination street is no longer public and District is the underlying owner and is solely responsible for repairs.
- Project added to 21-26 CIP.

Fire EMS / Logistics

- Parking Lot resurface – evaluating costs for inclusion in 22-27 CIP.
- Curb transition from Fleet parking lot being evaluated for repair.

Pavilion

- Dry rot around windows being evaluated for repair.
- Kitchen/common space unit struggles to keep up in temperatures over 100 degrees.
- Concrete on north side entrance does not meet CSD safety standards and is in need of repair or replacement. Project to be added to CIP.

FINANCIAL ANALYSIS

This report has no additional impact on District resources. Projects listed within this report are funded in accordance with amounts identified in the approved District Budget and the CIP.

SUSTAINABILITY ANALYSIS

The projects identified within this report meet the following Climate Action Plan measures;

- BD-1 Energy Efficient Buildings
- BD-2 Lighting Efficiency
- BD-3 Limit Natural Gas/Electrification
- BD-4 Zero Net Energy Use
- BD-5 Water Conservation
- RE-1 Renewable Energy
- LP-1 Bicycle Parking
- LP-2 Bicycle and Pedestrian Infrastructure
- LP-3 Electric Vehicle Charging Infrastructure
- LP-5 Cool Communities
- LM-2 Low Maintenance Nature Gardens
- LM-4 Water Efficient Landscape Design

Quarterly Project Status Update
February 15, 2023

- LM-5 Landscaping Guidelines
- LM-7 Recycled Water
- SW-3 Construction Waste Diversion

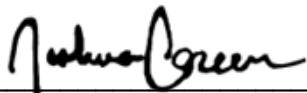
Should you have any questions, please contact me prior to the Board meeting.

Respectfully submitted,



Paul Mewton
Chief of Planning, Design, and Construction

Staff Report recommendation authorized by:



General Manager / CEO

Approved as to Form:



District Counsel

STAFF REPORT



DATE: February 15, 2023

TO: Board of Directors

FROM: Amanda Chehrezad,
Administrator of General Services

BY: Kelly Gonzalez, Director of Administrative Services and
Jenna Brinkman, Public Affairs Manager

SUBJECT: APPROVAL OF AN AMENDMENT TO THE ACTIVITY GUIDE PRINTING AND MAILING CONTRACT

RECOMMENDATION

The Board of Directors:

- 1) Approves an amendment to the current agreement between Print Project Managers and Cosumnes Community Services District for Activity Guide printing and mailing (**Attachment A**); and
- 2) Authorizes the General Manager to execute the agreement and any subsequent amendments.

BACKGROUND/ANALYSIS

Cosumnes Community Services District (“District”) creates a 48-page Activity Guide featuring its services, programs, community events, park maps, fire and life safety information, and more. The guide is a marketing tool for services and programs that will generate revenue estimated at \$9.1M in the Fiscal Year 2022/2023 budget. The production of the Activity Guide supports the goals identified in the District Strategic Plan and the Strategic Communications Plan.

The guide is mailed three times a year to over 62,000 local residences in the 95624, 95757, and 95758 zip codes. Additional copies are made available at the District’s recreation centers and handed out at community events to reach residents beyond the city of Elk Grove’s city limits. This publication serves as a reliable source and programming tool for families. It is one of the most prominent marketing tools the District uses to reach its growing and diverse community.

On July 1, 2022, the District issued a request for written bids seeking the services of printing and mailing the Fall 2022, Winter-Spring 2023, and Summer 2023 Activity Guide. The RFP closed on July 13, 2022, and the District received one (1) submission. On July 20, 2022, the District entered into an agreement with Print Project Managers (“PPM”) for Activity Guide printing and mailing services (**Attachment B**) for the following three issues of the Activity Guide – Fall 2022, Winter-Spring 2023, and Summer 2023. The District has worked with PPM on numerous projects, including past Activity Guides, staff apparel, and brochures. PPM has consistently provided the highest quality of work at the most competitive rates. The professional services agreement with PPM was based on the Spring and Summer 2022 recent costs for printing and mailing the Activity Guide, which estimates for the previous issue was \$0.27 per

guide. However, due to increased costs related to supply chain issues for paper goods and lack of paper supplies, the costs for the Fall 2022 guide jumped to \$.48 each. At the time, other print companies had wait lists of three to four months for printing services, which did not align with the District's seasonal programming schedule.

While completing the executed agreement, the vendor and the Cosumnes CSD agreed that the District would cover the direct cost of paper goods. Since the Fall Guide 2022, the cost of the paper has continued to decrease. The cost per guide decreased from \$.48 per guide to \$.37 per guide for the issue. As costs for paper good continues to stabilize, the District plans to issue another request for written bids with the goal of a multi-year contract aligning with the biennial budget for 2023/24 and 2024/25.

The upcoming Summer Guide issue cost is estimated at \$25,768, which will put the District over the General Manager's signing authority for a total amount of \$78,961 (\$29,701 for the Fall 2022 issue, \$23,492 for Winter Spring 2023 and \$25,768 Summer 2023).

FINANCIAL ANALYSIS

The cost of producing three guides is included in the Fiscal Year 2022/2023 budget. The proposed agreement amendment now exceeds the General Manager's purchasing authority. To execute the amendment, personnel requests an additional \$5,559 of contract authority for the agreements with PPM for the Activity Guide and any other print projects for the remainder of the FY 2022/23 fiscal year. Staff will offset any increased costs for the production of the Activity Guide by creating savings within other services and supply accounts. Any adjustments required to the budget for the current fiscal year will be made at the quarterly budget updates.

SUSTAINABILITY ANALYSIS

The actions recommended in this report have no impact on the District's sustainability practices. Should you have any questions, please contact me prior to the Board meeting.

Respectfully submitted,



Amanda Chehrezad
Administrator of General Services

Attachment A – DA-23-004.01 Contract Amendment

Attachment B – DA-23-004 Original Contract

Staff Report recommendation authorized by:



Nathan Green
General Manager / CEO

Approved as to Form:



Sigrid Arnundson
District Counsel

Attachment A

Activity Guide Printing and Mailing Contract Amendment



Cosumnes Community Services District
Administrative Services Department

8820 Elk Grove Blvd.
Elk Grove, CA 95624
(916) 405-7150
www.yourcsd.com

**AMENDMENT # 1
LETTER OF AGREEMENT
(DA-23-004)
ACTIVITY GUIDE PRINTING AND MAILING SERVICES**

By signing this amendment, the parties agree to further amend Letter of Agreement # DA-23-004, originally executed on July 20, 2022, between the Cosumnes Community Services District and Print Project Managers, for the District PPM Activity Guide Printing and Mailing Services. The agreement is amended as follows:

- 1) Compensation shall not exceed \$25,768 for the April 2023 issue.
- 2) The price of the job will be discounted 20% if the guides are not delivered by the agreed upon due date.

April 2023 Timeline:

1. Artwork to printer: Monday, March 13, 2023 by 5:00 p.m.
2. Guides delivered to post office: Friday, March 31, 2023 by 12:00 p.m.

The effective date of this amendment shall be February 16, 2023.

**COSUMNES COMMUNITY
SERVICES DISTRICT**

Approved by:

General Manager

PRINT PROJECT MANAGERS

Reviewed and Accepted by Contractor:

Signature

Approved as to Form:

Name

District Counsel

Title

Attachment(s): Agreement DA-23-004

Date

Attachment B

Activity Guide Printing and Mailing Contract - July 2022



Cosumnes Community Services District
Administrative Services Department

8820 Elk Grove Blvd.
Elk Grove, CA 95624

(916) 405-7150
www.yourcsd.com

July 20, 2022

Chris Cate
Print Project Managers
11285 Sunrise Gold Circle, Ste. D
Rancho Cordova, CA 95742

Re: Letter of Agreement for Cosumnes CSD Activity Guide Printing & Mailing Services (DA-23-004)

Dear Chris Cate:

This letter shall be our Agreement regarding August 2022 (December 2022 and April 2023). Activity Guide printing and mailing services described below ("Services") to be provided by Print Project Managers ("Contractor") as an independent contractor to the Cosumnes Community Services District (the "District").

The Services to be provided are more particularly described in the Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference.

Contractor shall perform all Services under this Letter of Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California, and consistent with all applicable laws. Contractor represents that it, its employees and sub-contractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses, permits, qualification and approvals shall be maintained throughout the term of this Agreement. Compensation for the services outlined in Exhibit "A" shall be \$60,337.50 for services rendered in August and December 2022 and April 2023 with a 20% contingency of \$12,067.50 for a total not to exceed amount of \$72,405.00.

Contractor shall provide proof of commercial general liability and automobile insurance to the District in amounts and with policies, endorsements and conditions required by the District for the Services. If Contractor is an employer or otherwise hires one or more employees during the term of this Letter of Agreement, Contractor shall also provide proof of workers compensation coverage for such employees which meets all requirements of state law. The District shall be named as an additional insured on all insurance policies entered into on behalf or associated with this Agreement.

Invoices shall be submitted to the District to the address listed above when Services conclude. The District shall review and pay the approved charges on such invoices in a timely manner. The District may terminate this Letter of Agreement at any time with or without cause. If the District finds it necessary to terminate this Letter of Agreement without cause before completion of the Services, Contractor shall be entitled to be paid in full for those Services adequately completed prior to the notification of termination. Contractor may terminate this Letter of Agreement for cause only.



Contractor shall defend, indemnify and hold the District, its officials, officers, employees, agents and volunteers free and harmless from any and all claims, demands, causes of action, expenses, liabilities, losses, damages and injuries to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions or willful misconduct of Contractor, its officials, officers, employees, agents, contractors and sub-contractors arising out of or in connection with the performance of the Services or this Agreement, including, without limitation, the payment of all consequential damages, attorneys' fees, experts' fees and costs, and other related costs and expenses.

Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" projects. If the Services are being performed as part of an applicable "public works" project, as defined by the Prevailing Wage Laws, Contractor agrees to fully comply with such Prevailing Wage Laws. Contractor shall defend, indemnify and hold District, its officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

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

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

If you agree with the terms of this Letter of Agreement, please indicate by signing and dating where indicated below. An original, executed copy of this Letter of Agreement is enclosed for your records.

**COSUMNES COMMUNITY
SERVICES DISTRICT**

Approved by:

DocuSigned by:

General Manager

Approved as to Form:

DocuSigned by:

District Counsel

CONTRACTOR

Reviewed and Accepted by Contractor:

Signature

Chris Cate

Name

Title

Date

President
7/21/22

EXHIBIT "A"



Scope of Services

Contractor shall print and mail the District Activity Guide in accordance to the requirements and schedule listed below.

DESCRIPTION

Printing Requirements

- The District will provide camera-ready PDF file to the Contractor.
- The Contractor must deliver proof within 3 days of receipt of art.
- The Contractor must deliver the finished product within 10 days of receipt of art, including making any adjustments necessary after viewing the proof.

Product Specifications

- Page Size: 8-3/8" w x 10-7/8" h
- 48-page self cover
- 4/4 bleeds
- Saddle stitch & trim
- Print Quantity: 63,000
- Paper: ~~48#~~ ^{40#} electracote Gloss (equivalent house stock acceptable)

Mailing Requirements

- Contractor must mail full saturation guides to 95624, 95757, 95758 zip codes (approx. 60,235 copies) with the District's bulk mail permit #.
- Guides must be Inkjet sort and delivered to Elk Grove Post Office at 8850 Williamson Drive, Elk Grove, CA 95624.
- After mailing, extras will be delivered in convenient size carton packs (150 guides each) to 8820 Elk Grove Blvd, Elk Grove, CA 95624.

Schedule

- The District will provide camera-ready PDF file no later than July 22, 2022.
- The Contractor will deliver the guides to the post office no later than August 9, 2022.
- December 2022 and April 2023 TBD.

Pricing

- The price of the job will be discounted 20% if the guides are not delivered by the agreed-upon due date.

Print Project Managers, Inc (PPM) does not have the ability to fulfill this agreement at the current pricing structure, with the current supply chain issue we are dealing with we are forced to use a alternative supplier in order to make our distribution deadline.

I'm including the current bid I was able to secure to make our deadline, along with the letter explaining the increase with the signed contract if this works for the CCSD.

Thank you,

A handwritten signature in blue ink, appearing to read "cc".

Chris Cate

President, PPM



Quote

Prepared By

Print Project Managers

Chris Cate

11285 Sunrise Gold Circle, Ste D

Rancho Cordova, CA 95742 USA

Phone: 916.631.1673

Prepared For

CCSD

Jenna Brinkman

8820 Elk Grove Blvd

Elk Grove, CA 95624 USA

Quote

Activity Guide - Fall 2022

Quote Number: **039654**

Item Description

Price Information

Job: 033710-1 - Activity Guide

Specification Details: Cosumnes Community Service District Activity Guide, 3-4x per year.

Size: 8.375 x 10.875".

Page Count: 48 page self cover.

Text: Prints 4cp/4cp on 40# #5 Electracote/Consoweb gloss book.

Prepress: PDF file supplied by customer.

Proofs: Web proofs only (color produced to GRACoL standard)

Bindery: Saddlestitch on the 10.875" edge.

Packaging: 58M bundle in 50's with two straps, pack on skids & 5M pack in 9" jr cartons.

Quantities	62,000
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Price	\$29,701.20
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Quote Summary

Quantities	62,000
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Total Price	\$29,701.20
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Quote Response Link

Terms & Conditions

Payment Terms: **Net 30 days**

STAFF REPORT

DATE: February 15, 2023

TO: Board of Directors

FROM: Joshua Green, General Manager



SUBJECT: CONSIDERATION OF RESOLUTION 2023-02 UPDATING AUTHORIZED SIGNERS TO ORDER THE DEPOSIT AND WITHDRAWAL OF MONIES IN THE DISTRICT'S INVESTMENT ACCOUNT IN THE LOCAL AGENCY INVESTMENT FUND (LAIF)

RECOMMENDATION

The Board of Directors:

- 1) Adopts Resolution 2023-02 updating authorized signers to order the deposit and withdrawal of monies in the District's investment account in the Local Agency Investment Fund (LAIF).

BACKGROUND/ANALYSIS

The District currently maintains an investment account with the Local Agency Investment Fund (LAIF). The LAIF is part of the Pooled Money Investment Account (PMIA). The PMIA began in 1955 and has oversight from the Pooled Money Investment Board (PMIB) and an in-house investment committee. The PMIB members are the State Treasurer, Director of Finance, and State Controller.

As authorized in Government Code Section 16429.1, local agencies may invest in the Local Agency Investment Fund (LAIF), a pooled investment money market fund established by the State of California and overseen by the State Treasurer. Funds may be withdrawn on a one-day notice. Interest earned is paid quarterly. The fees are limited to one-quarter of one percent of the fund's earnings.

The LAIF Authorization for Transfer of Funds form requires each agency to list persons currently authorized to deposit and withdraw funds on behalf of its agency. The authorization replaces and supersedes all prior authorizations on file with LAIF to transfer funds. A Board-approved resolution authorizing the change must accompany the Transfer of Funds form.

On July 6, 2022, the Board of Directors adopted a resolution to authorize the General Manager, Finance Director, and Finance Manager to order the deposit and withdrawal of monies in the LAIF account. In accordance with LAIF regulations, a resolution is required for approval to change or add signatories to the LAIF account. The recommendation is to add Amanda Chehrezad, Administrator of General Services, as staff authorized to manage and administer funds with LAIF. LAIF requires two signatures for any changes, so it is best to have at least three people with signature authorization.

Staff will work with LAIF to ensure the attached Resolution 2023-02 is implemented with LAIF if approved by the Board.

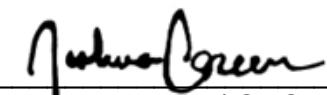
Respectfully submitted,



Joshua Green
General Manager

Attachment A: Resolution No. 2023-02

Staff Report recommendation authorized by:



General Manager / CEO

Approved as to Form:



Sigrid Asmundson
District Counsel

Attachment A

Resolution 2023-02

RESOLUTION NO. 2023-02

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
COSUMNES COMMUNITY SERVICES DISTRICT
8820 ELK GROVE BLDV. ELK GROVE, CA 95624
916-405-7150**

**AUTHORIZING INVESTMENT OF MONIES
IN THE LOCAL AGENCY INVESTMENT FUND**

WHEREAS, The Local Agency Investment Fund is established in the State Treasury under Government Code section 16429.1 et. seq. for the deposit of money of a local agency for purposes of investment by the State Treasurer; and

WHEREAS, Board of Directors hereby finds that the deposit and withdrawal of money in the Local Agency Investment Fund in accordance with Government Code section 16429.1 et. seq. for the purpose of investment as provided therein is in the best interests of the District ;

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors hereby authorizes the deposit and withdrawal of District monies in the Local Agency Investment Fund in the State Treasury in accordance with Government Code section 16429.1 et. seq. for the purpose of investment as provided therein.

BE IT FURTHER RESOLVED, as follows:

Section 1. The following District officers holding the title(s) specified herein below **or their successors in office** are each hereby authorized to order the deposit or withdrawal of monies in the Local Agency Investment Fund and may execute and deliver any and all documents necessary or advisable in order to effectuate the purposes of this resolution and the transactions contemplated hereby:

Joshua Green General Manager/CEO	Amanda Chehrezad Administrator of General Services	Nou Vang Finance Director	Nancy Oh San Finance Manager
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SIGNATURE

SIGNATURE

SIGNATURE

SIGNATURE

Section 2. This resolution shall remain in full force and effect until rescinded by the Board of Directors by resolution and a copy of the resolution rescinding this resolution is filed with the State Treasurer's Office.

PASSED AND ADOPTED by the Board of Directors of the Cosumnes Community Services District at a regular meeting of said Board held on the 15th day of February, 2023.

AYES:

NOES:

ABSENT:

ABSTAIN:

President, Cosumnes CSD Board of Directors

ATTEST:

District Clerk

STAFF REPORT

DATE: February 15, 2023

TO: Board of Directors

FROM: Phil Lewis,
Parks & Recreation Administrator

BY: Steve Sims, Director of Parks & Neighborhood Services
Rachele Manges, Parks & Recreation Services Manager

SUBJECT: COMMENCEMENT RESOLUTION NO. 2023-03 FOR THE DISTRICT WIDE LANDSCAPE & 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 & CAMDEN POINTE IMPROVEMENT DISTRICT, AND THE PERRY RANCH IMPROVEMENT DISTRICT



RECOMMENDATION

The Board of Directors:

- 1) Approves Resolution No. 2023-03, directing the preparation and filing of the annual Engineer's Report for Fiscal Year 2023-2024 for the:
 - a. District Wide Landscape & Lighting Assessment District,
 - b. Vista Creek Park Assessment District,
 - c. Camden Park Assessment District,
 - d. Fallbrook/Park Lane/Britschgi Park Assessment District,
 - e. Hampton Village Park and Landscape Improvement District,
 - f. Camden Estates & Camden Pointe Improvement District, and
 - g. Perry Ranch Improvement District

BACKGROUND/ANALYSIS

Section 22565 and 22622 of the Streets and Highways Code requires that the Board of Directors adopts an initial resolution each year in which a landscape and lighting assessment is to be levied. In accordance with this code, the attached resolution specifies the Engineer of Work for each assessment district and describes improvements to be maintained with the assessments.

SCI Consulting Group will prepare each of the Engineer's Reports and these reports are expected to be available for Board and public review in late May 2023.

FINANCIAL ANALYSIS

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

SUSTAINABILITY ANALYSIS

This request has no impact on the District's sustainability practices.

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

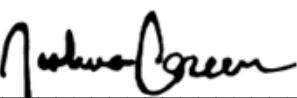
Respectfully submitted,



Phil Lewis
Parks & Recreation Administrator

Attachment A – Resolution No. 2023-03

Staff Report recommendation authorized by:



General Manager / CEO

Approved as to Form:



Sigrid Asmundson
District Counsel

Attachment A

Resolution 2023-03

COSUMNES COMMUNITY SERVICES DISTRICT

RESOLUTION NO. 2023-03

A RESOLUTION DIRECTING PREPARATION OF THE ENGINEER'S REPORTS

FOR THE

DISTRICT WIDE LANDSCAPE & LIGHTING ASSESSMENT DISTRICT, CAMDEN PARK ASSESSMENT DISTRICT, VISTA CREEK PARK ASSESSMENT DISTRICT, FALLBROOK/PARK LANE/BRITSCHGI PARK ASSESSMENT DISTRICT, & HAMPTON VILLAGE PARK AND LANDSCAPE IMPROVEMENT DISTRICT, CAMDEN ESTATES & CAMDEN POINTE IMPROVEMENT DISTRICT, AND PERRY RANCH IMPROVEMENT DISTRICT

WHEREAS, pursuant to the Landscape and Lighting Act of 1972, the Board of Directors of the Cosumnes Community Services District by Resolution No. 94-92, adopted November 15, 1994, did create the District Wide Landscape & Lighting Assessment District; and

WHEREAS, on June 24, 2009, by its Resolution No. 2009-26, after receiving a weighted majority of 55% of ballots in support of the proposed assessment, the Board of Directors of the Cosumnes Community Services District ordered the formation of and levied the first assessment within the Camden Park Assessment District pursuant to the provisions of the Article XIID and the Landscaping and Lighting Act of 1972 (the "Act"), being Part 2 of Division 15 of the California Streets and Highways Code (commencing with Section 22500 thereof); and

WHEREAS, on June 24, 2009, by its Resolution No. 2009-27, after receiving a weighted majority of 88% of ballots in support of the proposed assessment, the Board of Directors of the Cosumnes Community Services District ordered the formation of and levied the first assessment within the Vista Creek Park Assessment District pursuant to the provisions of the Article XIID and the Landscaping and Lighting Act of 1972 (the "Act"), being Part 2 of Division 15 of the California Streets and Highways Code (commencing with Section 22500 thereof); and

WHEREAS, on October 26, 2009, by its Resolution No. 2009-67, after receiving a weighted majority of 74% of ballots in support of the proposed assessment, the Board of Directors of the Cosumnes Community Services District ordered the formation of and levied the first assessment within the Fallbrook/Park Lane/Britschgi Park Assessment District pursuant to the provisions of the Article XIID and the Landscaping and Lighting Act of 1972 (the "Act"), being Part 2 of Division 15 of the California Streets and Highways Code (commencing with Section 22500 thereof); and

WHEREAS, on March 16, 2016, by its Resolution No. 2016-14, after receiving a weighted majority of 72% of ballots in support of the proposed assessment, the Board of Directors of the Cosumnes Community Services District ordered the formation of and levied the first assessment within the Hampton Village Park and Landscape Improvement District pursuant to the provisions of the Article XIID and the Landscaping and Lighting Act of 1972 (the "Act"), being Part 2 of Division 15 of the California Streets and Highways Code (commencing with Section 22500 thereof); and

WHEREAS, on June 19, 2019, by its Resolution No. 2019-36, after receiving a weighted majority of 83% of ballots in support of the proposed assessment, the Board of Directors of the Cosumnes Community Services District ordered the formation of and levied the first assessment

within the Camden Estates and Camden Pointe Improvement District pursuant to the provisions of the Article XIIID and the Landscaping and Lighting Act of 1972 (the "Act"), being Part 2 of Division 15 of the California Streets and Highways Code (commencing with Section 22500 thereof); and

WHEREAS, on June 19, 2019, by its Resolution No. 2019-37, after receiving a weighted majority of 72% of ballots in support of the proposed assessment, the Board of Directors of the Cosumnes Community Services District ordered the formation of and levied the first assessment within the Perry Ranch Improvement District pursuant to the provisions of the Article XIIID and the Landscaping and Lighting Act of 1972 (the "Act"), being Part 2 of Division 15 of the California Streets and Highways Code (commencing with Section 22500 thereof); and

WHEREAS, the procedures set forth in said Act, Sections 22565 and 22622 of the Streets and Highways Code, require that the Engineer of Work prepare an annual report to the Board of Directors describing: (i) the work to be undertaken by the Assessment and Improvement Districts, (ii) an estimate of the cost to be incurred in the performance of said work during the next fiscal year and (iii) an allocation of those costs to the various land uses within the District in accordance with the adopted methodology for each Assessment and Improvement District; and

WHEREAS, the adoption of Proposition 218 by the people of the State of California in November 1996 has imposed additional requirements upon the content of the Engineer's Report and the proceedings leading to the levy of the annual assessments.

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

1. SCI Consulting Group is designated as the Engineer of Work by the Board of Directors of the Cosumnes Community Services District for the District Wide Landscape & Lighting Assessment District, the Camden Park Assessment District, the Vista Creek Park Assessment District, the Fallbrook/Park Lane/Britschgi Park Assessment District, the Hampton Village Park and Landscape Improvement District, the Camden Estates & Camden Pointe Improvement District, and the Perry Ranch Improvement District, and is hereby authorized and instructed to prepare and file the annual report for each said Assessment and Improvement District in accordance with the provisions of the Landscape and Lighting Act of 1972 and Proposition 218.
2. Said annual report, among other things required by law, shall refer to each Assessment and Improvement district by its distinctive designation, specify the fiscal year to which the report applies, contain a diagram of the Assessment or Improvement District and set forth plans and specifications for the improvements, an estimate of the annual cost to furnish all labor, materials, supplies, equipment, debt service, utilities and management required to maintain, service, repair, operate, construct and replace landscaped corridors, sound walls, project entrances, signs, walkways, green belts, parkways, trail systems, parks, tennis courts, open space of any nature and Camden Lake; and may also include other recreational amenities and appurtenances within the District's parks thereto owned

by the District which are designated for inclusion within said assessment district. Said report shall also include operations and maintenance expenditures for such other parks that may be constructed during the year and medians owned by the City of Elk Grove that the District has previously maintained.

3. For each Benefit Zone within the District Wide Landscape & Lighting Assessment District, the Report shall establish an operating budget including necessary increases to the Dry Period Financing and Capital Improvement Reserves.
4. The Engineer's Report shall address the requirements described in Section 4 of Proposition 218. Among those requirements are the identification of those parcels which will have a special benefit conferred upon them; the limitation to assess only for special benefits; and the benefits, if any, to those parcels of real property owned by other governmental agencies, such as the County of Sacramento, the State of California and/or the United States of America.

Passed and adopted by the Board of Directors of the Cosumnes Community Services District at its regular meeting held the 15th day of February 2023, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Gil Albiani, President

Attest: _____
Joshua Green, Secretary

STAFF REPORT

Item 14

DATE: February 15, 2023
TO: Board of Directors
FROM: Amanda Chehrezad, Administrator of General Services
BY: Kelly Gonzalez, Director of Administrative Services
SUBJECT: REJECTION OF CLAIMS: CL-23-005 – CL-23-009



RECOMMENDATION

The Board of Directors:

- 1) Adopts Resolution No. 2023-04, rejecting in whole Claims CL-23-005 – CL-23-009.

BACKGROUND/ANALYSIS

The Claimants filed claims against the District alleging liability for property damages due to fallen tree incidents during storm events.

Date of Incident	Claim #	Loss Category	Incident Location
1/1/2023	CL-23-005	Liability	9325 Ivydale Cir - Seasons Dr
12/31/2022	CL-23-006	Liability	9801 Tundra Swan Cir, EG CA 95757
1/7/2023	CL-23-007	Liability	8369 Bull Mountain Cir, EG CA 95758
12/31/2022	CL-23-008	Liability	8900 Warmsprings St, EG CA 95758
1/7/2023	CL-23-009	Liability	8291 Lauffer Way, EG CA 95758

These claims were forwarded to the District's Risk Management Administrator, Golden State Risk Management Authority (GSRMA), who recommended the District rejects these claims.

The attached Resolution formally rejects the tort claims.

FINANCIAL ANALYSIS

The action being requested in this report has no impact on the District's financial practices.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'Amanda Chehrezad'.

Amanda Chehrezad

Administrator of General Services

Attachment A: Resolution No. 2023-04

Staff Report recommendation authorized by:

A handwritten signature in blue ink, appearing to read 'Joshua Green'.

General Manager / CEO

Approved as to Form:

A handwritten signature in blue ink, appearing to read 'Sigid Asmundson'.

District Counsel

Attachment A

Resolution No. 2023-04

RESOLUTION NO. 2023-04

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

Rejection of Government Claim

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

WHEREAS, multiple claims for monetary damages ("Claim") has been presented by claimants received in January, against the Cosumnes Community Services District for alleged liability for various damages due to fallen trees during recent storm events; 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 claims CL-23-005 through CL-23-009.

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 the claimant of this Governing Board's decision to reject, in its entirety, the Claims, and further advise that said claimants have 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 the claimants on or before February 26, 2023.

PASSED AND ADOPTED this 15th day of February by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Cosumnes Community Services District

Gil Albiani, President

ATTEST:

Joshua Green, Secretary

STAFF REPORT

DATE: February 15, 2023
TO: Board of Directors
FROM: Amanda Chehrezad, Administrator of General Services
BY: Kelly Gonzalez, Director of Administrative Services
SUBJECT: REJECTION OF CLAIM – CLAIM CL-23-010



RECOMMENDATION

The Board of Directors:

- 1) Adopts Resolution No. 2023-06, rejecting in whole Claim CL-23-010.

BACKGROUND/ANALYSIS

The Claimant filed a claim against the District on January 26, 2023 alleging liability for damage to vehicle windshield due to a golf ball driving near Emerald Lakes Golf Course.

This claim was forwarded to the District's Risk Management Administrator, Golden State Risk Management Authority (GSRMA), who recommends the District reject the claim.

The attached Resolution formally rejects the tort claim.

FINANCIAL ANALYSIS

The action being requested in this report has no impact on the District's financial practices.

SUSTAINABILITY ANALYSIS

The action being requested in this report has no impact on the District's sustainability practices.

Respectfully submitted,


 Amanda Chehrezad
 Administrator of General Services

Attachment A: Resolution No. 2023-06

Staff Report recommendation authorized by:


 General Manager / CEO

Approved as to Form:


 Sigid Asmundson
 District Counsel

Attachment A

Resolution No. 2023-06

RESOLUTION NO. 2023-06

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

Rejection of Government Claim

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

WHEREAS, a claim for monetary damages ("Claim") has been presented by the claimant received January 26, 2023, against the Cosumnes Community Services District for alleged liability for a damaged windshield due to a golf ball while driving near Emerald Lakes Golf Course; 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 CL-23-010.

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 the claimant 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 the claimant on or before February 26, 2023.

PASSED AND ADOPTED this 15th day of February by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Cosumnes Community Services District

Gil Albiani, President

ATTEST:

Joshua Green, Secretary

STAFF REPORT

DATE: February 15, 2023
TO: Board of Directors
FROM: Felipe Rodríguez, Fire Chief
BY: Lizy Silva, Management Analyst



SUBJECT: 2022 ASSISTANCE TO FIREFIGHTER GRANT

RECOMMENDATION

The Board of Directors:

1. Retroactively approve the submission of the 2022 Assistance to Firefighters Grant (2022 AFG) application requesting funding for courses for a Leadership Development Training Program and backfilling costs.
2. Authorizes the General Manager to accept the 2022 AFG award and execute all affiliated grant documents, if the District is awarded the grant funds.
3. Authorizes the General Manager to fund the required ten percent match of grant awards from existing Fire Department budgeted general funds through a budget appropriation, if approved.

BACKGROUND/ANALYSIS

The Federal Emergency Management Agency (FEMA) offers the Assistance to Firefighters Grant (AFG) to fire departments each year. The primary goal of the AFG is to meet the firefighting and emergency response needs of fire departments and non-affiliated emergency medical service organizations. The AFG meets this goal by providing funding for critically needed equipment, protective gear, emergency vehicles, training, and other resources necessary for protecting the public and emergency personnel from fire and related hazards. Guidelines and priorities change year to year and are released in a Notice of Funding Opportunity (NOFO) approximately 30 days prior to the deadline for grant applications.

Per District Policy, grants \$75,001 or greater require Board of Directors approval. If the grant notification and submittal date do not provide sufficient time to obtain Board approval, the General Manager is authorized to take any and all actions necessary until it is feasible under the Brown Act to submit the grant to the Board of Directors.

This year, the 2022 AFG NOFO was released on January 9, 2023. Through discussion, research, and assistance from the District's grant consultant, Townsend Public Affairs, staff decided to apply for this grant, which closed on February 10, 2023, through approval by the General Manager. The grant requested funding in the amount of \$698,773.60 for courses for a Leadership Development Training Program and backfilling costs.

FINANCIAL ANALYSIS

The District requested funding totaling \$215,800 for the following courses to include in a Leadership Development Training Program:

	Course Total	Backfilling Total	Requested Total
Human Performance Initiative	\$141,000	\$277,116.00	\$418,116.00
Point of the Spear	\$30,000	\$63,340.80	\$93,340.80
Incident Leadership	\$30,000	\$63,340.80	\$93,340.80
Incident Management of the Firefighter Emergency	\$14,800	\$79,176.00	\$93,976.00
	\$215,800	\$482,973.60	\$698,773.60

If awarded, the 2022 AFG requires ten percent matching funds. Staff will take this into consideration during the budget development for Fiscal Year 2023/24. If awarded, staff will follow procurement policy in securing quotes and approval before purchasing the courses.

SUSTAINABILITY ANALYSIS

There will be no environmental impact as a result of the recommended Board action.

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

Respectfully submitted,



Felipe Rodríguez
Fire Chief

Staff Report recommendation authorized by:



General Manager / CEO

Approved as to Form:



District Counsel

STAFF REPORT

DATE: February 15, 2023
TO: Board of Directors
FROM: Felipe Rodríguez, Fire Chief
BY: Josh Freeman, Deputy Fire Chief
 Lizy Silva, Management Analyst
SUBJECT: 2023 OFFICE OF TRAFFIC SAFETY GRANT



RECOMMENDATION

The Board of Directors:

- 1) Retroactively approves the submission of the 2023 Office of Traffic Safety Grant application for eight battery-operated basic extrication tools and four advanced extrication tool-kits, totaling \$338,197.96 in requested funds.
- 2) Authorizes the General Manager to accept the 2023 Office of Traffic Safety Grant award and execute all affiliated grant documents if the District is awarded the grant funds.
- 3) Authorizes the General Manager to approve a budget appropriation of grant funds, if the District is awarded.

BACKGROUND/ANALYSIS

The California Office of Traffic Safety (OTS) provides traffic safety grant opportunities to public entities that deliver innovative programs and eliminate traffic fatalities and injuries on California roadways. Annually OTS identifies grant program areas based on data analysis from various sources. The 2023 grant program contains a priority area for emergency medical services (EMS) which includes the upgrade of extrication equipment that allows emergency responders to quickly access occupants trapped in vehicles. Many emergency response agencies have outdated equipment that is in need of replacement, affecting their ability to reach victims quickly and increase their survivability.

Per District Policy, grants \$75,001 or greater require Board of Directors approval. If the grant notification and submittal date do not provide sufficient time to obtain Board approval, the General Manager is authorized to take any and all actions necessary until it is feasible under the Brown Act to submit the grant to the Board of Directors.

On January 9, 2023, Fire Department staff were made aware of the opening of the 2023 Grant program. Through discussion, research, and assistance from the District's grant consultant, Townsend Public Affairs, staff decided to apply for this grant, which closed on January 31, 2023, through approval by the General Manager. The grant requested funding in the amount of \$338,197.96, for battery operated vehicle extrication tools (eTools). Personnel submitted a similar request through the 2021 Assistance to Firefighters Grant (AFG) on January 21, 2022; however, the District was not awarded that grant.

OTS will announce grant awards in June 2023 and the grant will begin on October 1, 2023. If the District is awarded, personnel will follow procurement policy in securing quotes and approval before purchasing the equipment.

FINANCIAL ANALYSIS

The \$338,197.96 request included the following:

- (8) Combination tools for eight rescue engines (Engines 46, 71, 72, 73, 74, 75, and 76). Total Cost is \$138,826.
- (4) EX1 tool-kit sets (separate cutter, spreader, and rams) for four EX1 apparatus (Rescue Ladder Truck 7166, Rescue Ladder Truck 74, Heavy Rescue 74, Engine 45). Total Cost is \$199,371.96.
- Matching funds are not required for this grant.

SUSTAINABILITY ANALYSIS

The transition from gas-powered to battery-powered eTools supports the District's Climate Action Plan by reducing emissions.

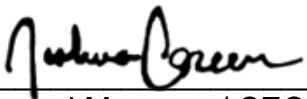
Should you have any questions, please contact me prior to the Board meeting.

Respectfully submitted,

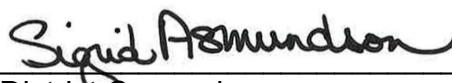


Felipe Rodríguez
Fire Chief

Staff Report recommendation authorized by:


General Manager / CEO

Approved as to Form:


District Counsel

STAFF REPORT



DATE: February 15, 2023

TO: Board of Directors

FROM: Joshua Green, General Manager / CEO

BY: Sigrid Asmundson, District Counsel
Elenice Gomez, District Clerk

SUBJECT: AMENDMENT OF POLICY 4220 – BROWN ACT COMPLIANCE, REGULAR BOARD MEETING DATE AND TIME

RECOMMENDATION

The Board of Directors:

- 1) Approves Resolution No. 2023-07, amending Board Policy 4220 Brown Act Compliance, section 4220.8 changing the date and/or time of regular Board meetings; and
- 2) Provides personnel direction on the effective date of the change.

BACKGROUND/ANALYSIS

Board Policy 4220 – Brown Act Compliance states:

4220.8 *The regular meetings of the Board of Directors shall be held on the first and third Wednesday of each month at 6:30 pm in the Board Chambers, District Administration Building located at 8820 Elk Grove Boulevard, Elk Grove, California, 95624. As Directed by the Board, regular meetings may also occur at Galt City Hall, 380 Civic Drive, Galt, California, 95632.*

The Board may change the location, day, frequency and times of the District's Board meetings by a resolution of the Board.

At the January 18, 2023 Board meeting, the Board asked personnel to prepare a report for Board consideration on changing the start time for regular Board meetings. Currently, regular Board meetings are held on the first and third Wednesdays at 6:30pm. The Board requested options to consider an earlier start time.

As a growing agency and leader in the region, the District's needs to conduct business and support transparency are increasing daily. An earlier start to Board meetings will allow meetings to run longer without demanding the Board, public, and staff to stay on the premises till late evening. It will also reduce overtime requests for hourly staff who attend the meeting, as hourly employees will be able to attend regular Board meetings during regular business hours.

Accessibility is at the forefront of our objectives and the Brown Act has made provisions to allow for hybrid meetings by use of teleconferencing tools, which have proven to be effective and reliable, allowing those who cannot attend the meetings in person to participate virtually. However, we have pulled a report for the last 12 months that show in that period we had 196 unique users look at our Board meeting via the livestream, for an average of 2.9 minutes/person. These figures also are known to include District personnel not attending the Board meeting, but watch remote from their desks, or other remote locations.

Personnel proposes that the Board keep the same meeting date of the 1st and 3rd Wednesdays. This date is on the opposite date from the City of Elk Grove's City Council meetings of the 2nd and 4th Wednesdays and on a different date from the City of Galt's meetings of the 1st and 3rd Tuesdays.

Personnel proposes the following options for regular Board meeting start times:

- (1) **9:00am.** This start time will allow personnel to attend the meeting during regular business hours. This start time is consistent with the start time for Sacramento County Board of Supervisor meetings.
- (2) **1:00pm.** This start time will allow personnel to attend the meeting during regular business hours and for members of the public to take a later lunch break to attend the meeting either in person or virtually.
- (3) **4:00pm.** This start time will allow personnel to attend the meeting during regular business hours and for members of the public to attend the meeting during daylight hours. Additionally, this is close to the end of the business day, which allows members of the public that work during regular business hours to leave work slightly early to attend the meeting.

The Board also has the option to make no changes and the meetings' start time will stay at 6:30 p.m.

Pursuant to Government Code Section 54954, the District is required to provide by ordinance, resolution, or other regulation the time and place for holding regular meetings. Policy 4220, adopted by resolution, provides the regular date and time for the District Board meetings and will need to be amended, by resolution, to change the time and place of the regular meetings.

FINANCIAL ANALYSIS

Personnel does not anticipate any impact on the District's financial resources.

SUSTAINABILITY ANALYSIS

There are no impacts on the District sustainability practices as a result of this request.

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

Respectfully submitted,



Joshua Green
General Manager, Chief Executive Officer

Attachment A: Resolution No. 2023-07

Attachment B: Policy 4220 – Brown Act Compliance

Approved as to Form:



Sigrid Asmundson
District Counsel

Attachment A

Resolution No. 2023-07

RESOLUTION NO. 2023-07

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE COSUMNES COMMUNITY SERVICES DISTRICT AMENDING POLICY 4220 – BROWN ACT COMPLIANCE

WHEREAS, by the Board of Directors (the "Board") of the Cosumnes Community Services District (the "District"), County of Sacramento, State of California, approved Board Policy 4220 – Brown Act Compliance on July 1, 2020; and

WHEREAS, Policy 4220, section 4220.8 establishes that the Cosumnes Community Services District Board regular meetings shall be held on the first and third Wednesday of each month at 6:30 pm in the Board Chambers, District Administration Building located at 8820 Elk Grove Boulevard, Elk Grove, CA 95624. As directed by the Board regular meetings may also occur at the Galt City Hall, 380 Civic Drive, Galt, California, 95632.

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

Section 1. The Board amends Policy 4220 Brown Act Compliance, Section 4220.8, to amend the date and time of the regular Board meetings as set forth in Attachment B attached hereto and incorporated herein by this reference.

Section 2. The Board authorizes the changes to be effective starting in April 2023.

PASSED AND ADOPTED by the Board of Directors of Cosumnes Community Services District at a regular meeting of said Board held on the 15th day of February 2023 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

President, Cosumnes CSD Board of Directors

ATTEST:

Clerk of the Board

Attachment B

Policy 4220 - Brown Act Compliance

BROWN ACT COMPLIANCE – OPEN MEETING REQUIREMENTS

Policy # **4220**

Original Effective Date: 07/01/2020

Revision Date:

Type of Policy: BOARD DISTRICT FIRE PARKS

POLICY

4220.1 All meetings of the Cosumnes Community Services District (“District”) Board of Directors (“Board”) shall follow the Ralph M. Brown Act (“Brown Act”), Government Code 54950 et seq., and Rosenburg’s Rules of Order, when conducting Board meetings.

PURPOSE AND SCOPE

4220.2 The District promotes transparency and public participation in local government.

4220.3 This policy applies to all District elected officials, executives, employees, and all persons attending public meetings of the Board of Directors.

APPLICATION / PROCEDURE

4220.4 Definitions:

- a. None

4220.5 All meetings of the District Board shall be open and public, and all persons shall be permitted to attend any meeting of the Board, unless an exception applies. (Gov. Code, § 54953)

- a. Meetings occur whenever the majority of the Board meets to discuss District business. This includes meetings by teleconference or communications by other electronic means.
- b. Director of the Board includes newly elected and appointed officials prior to assuming office.
- c. All Board meetings shall be open and freely accessible to the public, including those with disabilities.
- d. Meetings through the use of intermediaries, serial communications, or emails are prohibited.
- e. The Board shall only take action during a properly noticed meeting.

4220.6 Public Comments. Members of the public shall be given the opportunity to address the Board prior to action on agendized item. Members of the public shall be provided a set time to provide comments on non-agendized items.

- a. Members of the public addressing the Board shall be limited to three minutes per individual. Individuals representing groups or organizations shall be permitted five minutes. Comments relating to similar issues should be brief, concise and non-repetitious.
- b. Members of the public may be removed, or a speaker's time limit may be cut short, if that person is disrupting, disturbing or otherwise impeding the orderly conduct of the meeting.

4220.7 Committees created by formal action of the Board shall comply with the Brown Act.

4220.8 The regular meetings of the Board of Directors shall be held on the first and third Wednesday of each month at 6:30 pm in the Board Chambers, District Administration Building located at 8820 Elk Grove Boulevard, Elk Grove, California, 95624. As Directed by the Board, regular meetings may also occur at Galt City Hall, 380 Civic Drive, Galt, California, 95632.

REFERENCES

4220.9 Government Code Section 54950 et seq.

4220.10 Rosenberg's Rules of Order

4220.11 Board Policy, Board Meeting Notice and Agenda (4210)