

Arcade Creek

Recreation and Park District

BOARD OF DIRECTORS MEETING
THURSDAY JULY 15, 2021 @ 6:00 p.m.
At the Herzog Community Center Oak (Small) Room
4855 Hamilton Street, Sacramento, CA 95841

AGENDA

1. **Call to Order and perform Roll Call.** (Chair – Alex Vassar)

2. **Public Comment** – this is the opportunity for members of the public to address the Board on any topic within the Board’s jurisdiction NOT listed on the agenda. The Board will take comments only but cannot act upon any item not listed on the Agenda.
Each speaker will be limited to five minutes of time.
The Board will not receive comments relating to District Personnel during this time. These comments must be made in writing to the General Manager and in the case of the General Manager made in writing to the Chairperson of the Board.
Questions about the daily operation of the park district should be directed to the General Manager during normal working hours when possible.
Comments related to a specific item on the agenda will be received by the Board at that time during the meeting.
Members of the public may gain recognition by registering with the Secretary to the Board prior to the start of the meeting or by raising their hand to be recognized by the Chairperson of the Board at the time they wish to speak, and public comment is welcomed.
Although public comments on agenda items are welcomed during each discussion, public comments of a general nature will not be received once the Board Chair has closed the Public Comment period.

3. **Announcements** (Staff)

4. **Consent Agenda**—*these items are expected to be routine and noncontroversial. Any Board member may ask that an item be removed from the Consent Items list and it will be considered as a separate item under New Business. The Board by motion and second will be asked to approve all items on the list without discussion.*
 - a. **Draft Meeting Minutes:** Board Meeting 6/17/2021, Meeting Reconvened 6/21/2021, Budget Committee 7/6/2021
 - b. FY 20-21 Period 12 **Financial Reports 339A**
 - c. FY 20-21 Period 12 **Financial Reports 339D**
 - d. FY 20-21 Period 12 **Multi Accounts Revenue Reports**
 - e. FY 20-21 Period 12 **Payroll Report**
 - f. FY 20-21 Period 12 **Rental & Misc. Revenue Report**
 - g. Correspondence **received and sent**
 - h. Patrol Report
 - i. Interim General Managers Report

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5. Old Business

- a. Discuss District Projects using Per Capita and 339I Impact Fee Funds and Adopt Board Resolution 2021-05 with the project of repairing District parking lots and ADA

6. New Business

- a. FECRPD Police Contract
- b. County of Sacramento seeking a Representative from Special Districts, for the Sacramento County Treasury Oversight Committee
- c. Restarting the renting of district facilities for private classes

7. Board Discussion

- a. General discussion on topics for future meetings.

8. Adjournment of the meeting. The next regular Board of Directors meeting will be held Thursday August 19, 2021, at 6:00 p.m.

NOTICE

Where proper or considered necessary, the Board may act on any item listed on the Agenda; including items listed as information items. Public documents relating to any open session item(s) listed on this agenda that are distributed to the members of the Board of Directors less than 72 hours before the meeting is available for public inspection in the District's Office at 4855 Hamilton Street, Sacramento, CA 95841.

In compliance with the Americans with Disabilities Act, if you have a disability, and you need a related modification or accommodation to take part in this meeting, please contact the Arcade Creek Recreation and Park District office at (916) 482-8377. Requests must be made as early as possible, and at least three full business days (72-hours) before the start of the meeting.

The Agenda is posted on the District's website (www.acrpd.com), are electronically mailed to residents whom have requested an electronic version and are posted for public inspection on the bulletin board just outside the District Office's front door. A full hard copy is available at the front desk a minimum of 72 hours in advance.

Arcade Creek Recreation & Park District
4855 Hamilton Street, Sacramento, California 95841

MINUTES

Of

The Arcade Creek Recreation & Park District
Meeting of the Board of Directors

Held on

Thursday June 17, 2021 at 6:00 pm.

Meeting conducted in the Herzog Community Center Oak (Small) Room

Call to Order and Perform Roll Call: Chairperson A. Vassar called the meeting to order at 6:02 pm

Board Members Present: Alex Vassar, Amanda Gualderama, Travis Dworetzky, Chris Juell

Board Members Absent: Michael Hanson

Staff Members Present: Kim Cook, Juanita Petersen

Legal Counsel Present: Dave Ritchie

Auditor Present: No

Presentation(s): None

Visitor(s) That Signed In: None

2. PUBLIC COMMENTS: None

Adjourned Regular Session: 6:03 pm

Opened Closed Session: 6:03 pm

3. CLOSED SESSION

a. Conference with Legal Counsel – Anticipated Litigation:
Significant exposure to litigation pursuant to § 54956.9(b) - Number of Cases: 1

b. Appointment of Public Employee (General Manager)

Adjourned Closed Session: 6:52 pm

Re-opened Regular Session: 6:52 pm

REPORT FROM CLOSED SESSION:

In Closed Session, the Board discussed the agenda items. Direction was given to staff and the discussion was suspended and the Board would reconvene on Monday June 21st at 6 pm at the Margie Herzog Community Center.

MINUTES of Board of Directors Meeting

June 17, 2021

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6. OLD BUSINESS:

- a. Policy Review: Policy 2520.7 (Unused Sick Leave)

Motion No. 1: It was moved by Director A. Gualderama and seconded by Director T. Dworetzky to amend the policy as read by Chairperson A. Vassar, amending clerical changes and revising parts of the policy for newly hired employees hired after June 17, 2021.

Motion Carried: 4 Ayes, 0 Noes, 1 Absent, 0 Abstained
Ayes: T. Dworetzky, A. Vassar, C. Juell, A. Gualderama
Absent: M. Hanson
Abstained:

4. ANNOUNCEMENTS:

Letter received from the County of Sacramento seeking a Representative from Special Districts, for the Sacramento County Treasury Oversight Committee.

District received FY 2021-22 Contract from Fulton El Camino RPD Police Department dated June 10, 2021 on June 17, 2021.

5. CONSENT ITEMS:

- a. **Draft Meeting Minutes:** Board Meeting 5/20/2021, Budget Committee 6/1/2021, Park Tour 6/5/2021
b. FY 20-21 Period 11 **Financial Reports 339A**
c. FY 20-21 Period 11 **Financial Reports 339D**
d. FY 20-21 Period 11 **Multi Accounts Revenue Reports**
e. FY 20-21 Period 11 **Payroll Report**
f. FY 20-21 Period 11 **Rental & Misc. Revenue Report**
g. Correspondence **received and sent**
h. Patrol Report
i. Interim General Manager's Report

Motion No. 2: It was moved by Director A. Gualderama and seconded by Director T. Dworetzky to approve consent items as presented.

Motion Carried: 4 Ayes, 0 Noes, 1 Absent, 0 Abstained
Ayes: T. Dworetzky, A. Vassar, C. Juell, A. Gualderama
Absent: M. Hanson
Abstained:

6. OLD BUSINESS: (cont.)

- b. Update General Manager Recruitment

Discussion to be continued during the reconvened meeting on June 21, 2021.

MINUTES of Board of Directors Meeting

June 17, 2021

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6. OLD BUSINESS: (cont.)

- c. Adopt Board Resolution 2021-03 approving the Preliminary FY 2021-22 Budget for 339A Operating Budget and authorized staff to submit to the County Finance Department.

Motion No. 3: It was moved by Director T. Dworetzky and seconded by Director C. Juell to adopt resolution 2021-03 approving the Preliminary FY 2021-22 for 339A General Operating Budget.

Motion Carried: 4 Ayes, 0 Noes, 1 Absent, 0 Abstained
Ayes: T. Dworetzky, A. Vassar, C. Juell, A. Gualderama
Absent: M. Hanson
Abstained:

- d. Adopt Board Resolution 2021-04 approving the Preliminary FY 2021-22 Budget for 339D District Projects and authorized staff to submit to the County Finance Department.

Motion No. 4: It was moved by Director A. Gualderama and seconded by Director T. Dworetzky to adopt resolution 2021-04 approving the Preliminary FY 2021-22 for 339D District Projects Budget.

Motion Carried: 4 Ayes, 0 Noes, 1 Absent, 0 Abstained
Ayes: T. Dworetzky, A. Vassar, C. Juell, A. Gualderama
Absent: M. Hanson
Abstained:

- e. Policy Review: Policies 3105 (Budget Preparation), and 5010.1 (Board Meetings),

Motion No. 5: It was moved by Director T. Dworetzky and seconded by Director A. Gualderama to adopt proposed clerical corrections to both District Policies 3105 and 5010.1.

Motion Carried: 4 Ayes, 0 Noes, 1 Absent, 0 Abstained
Ayes: T. Dworetzky, A. Vassar, C. Juell, A. Gualderama
Absent: M. Hanson
Abstained:

- f. Options regarding the bollards on the perimeter of Hamilton Street Park.

Consensus of the Board of Directors is to remove the bollards around Hamilton Street Park.

- g. Follow up to park tour

The Park Tour enlightened the Board Members that were able to attend. Many of the deferred maintenance issues will reviewed by the Budget Committee to address long overdue neglect.

MINUTES of Board of Directors Meeting

June 17, 2021

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6. OLD BUSINESS: (cont.)

- h. Discuss District Projects using Per Capita and 339I Impact Fee Funds and Adopt Board Resolution 2021-05 with the project of repairing District parking lots and ADA Improvements.

Item tabled and to be placed on the July 15, 2021 Agenda. Staff was directed to re-write Resolution 2021-05 changing the projects to the following at Arcade Creek Park, update restroom, repair parking lot and address ADA improvement.

7. NEW BUSINESS:

- a. District acquisition of a new commercial mower.

Motion No. 6: It was moved by Director A. Gualderama and seconded by Director T. Dworetzky, directing the General Manager to purchase a new commercial mower, with input from Park Maintenance.

Motion Carried: 4 Ayes, 0 Noes, 1 Absent, 0 Abstained
Ayes: T. Dworetzky, A. Vassar, C. Juell, A. Gualderama
Absent: M. Hanson
Abstained:

- b. Adopt Resolution 2021-05 Approving Park Impact Fee Nexus Study Update 2021.

Motion No. 6: It was moved by Director A. Gualderama and seconded by Director T. Dworetzky to accept the report and adopt the resolution.

Motion Carried: 4 Ayes, 0 Noes, 1 Absent, 0 Abstained
Ayes: T. Dworetzky, A. Vassar, C. Juell, A. Gualderama
Absent: M. Hanson
Abstained:

8. BOARD DISCUSSION:

- a. General discussion on topics for future meetings.

- FECRPD Police Contract
- County of Sacramento seeking a Representative from Special Districts, for the Sacramento County Treasury Oversight Committee.

9. Meeting recessed at 8:31 pm

Motion No. 7: A motion was made by Director C. Juell and seconded by A. Gualderama to suspend the meeting.

Motion Carried: 3 Ayes, 0 Noes, 1 Absent, 1 Abstained
Ayes: A. Vassar, C. Juell, A. Gualderama
Absent: M. Hanson
Abstained: T. Dworetzky

Arcade Creek Recreation & Park District
4855 Hamilton Street, Sacramento, California 95841

MINUTES

Of

The Arcade Creek Recreation & Park District
Meeting of the Board of Directors

Held on

Monday June 21, 2021 at 6:00 p.m.

Reconvened from the Thursday June 17, 2021 Meeting

Meeting conducted in the Herzog Community Center Oak (Small) Room

Call to Order and Perform Roll Call: Chairperson A. Vassar called the meeting to order at 6:01 pm

Board Members Present: Alex Vassar, Amanda Gualderama, Michael Hanson, Travis Dworetzky, Chris Juell

Board Members Absent: None

Staff Members Present: Kim Cook

Legal Counsel Present: Dave Ritchie

Auditor Present: No

Presentation(s): None

Visitor(s) That Signed In: None

2. PUBLIC COMMENTS: None

Adjourned Regular Session: 6:02 pm

Opened Closed Session: 6:02 pm

3. CLOSED SESSION

a. Appointment of Public Employee (General Manager)

Adjourned Closed Session: 6:21 pm

Re-opened Regular Session: 6:521 pm

REPORT FROM CLOSED SESSION:

The Board voted unanimously to approve an employment contract with Lisa Gonzalez at an annual salary of \$81,816.00 and other terms and conditions contained in the form of an employment agreement, attached exhibit #1 to these minutes.

MINUTES of Board of Directors Meeting

June 21, 2021

Reconvened from June 17, 2021

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REPORT FROM CLOSED SESSION: (cont.)

Motion No. 1: It was moved by Director M. Hanson and seconded by Director A. Gualderama.

Motion Carried: 5 Ayes, 0 Noes, 0 Absent, 0 Abstained

Ayes: M. Hanson, A. Gualderama, T. Dworetzky, C. Juell, A. Vassar

Absent:

Abstained:

Abstained:

ADJOURNMENT OF THE MEETING.

Chairperson A. Vassar adjourned the meeting at 6:26 pm.

Arcade Creek Recreation & Park District
4855 Hamilton Street, Sacramento, California 95841

MINUTES

Of

The Arcade Creek Recreation & Park District
Meeting of the Board of Directors

Held on

Tuesday July 6, 2021 – Budget Finance Committee Meeting

Meeting held at the District Office

Call to Order and Perform Roll Call: Treasurer Amanda Gualdarma called the meeting to order at 6:06 pm

Budget Committee Members Present: A. Gualderama, T. Dworetzky

Budget Committee Members Absent: None

Staff Members Present: Kim Cook

Visitor(s): None

1. PUBLIC COMMENTS: None

2. BUSINESS

- a. Review, update and finalize both the 339A General Budget for FY 2021-22 and 339D District Projects Budget to be presented at the August 19, 2021, Board Meeting. Both final budgets will be presented for adoption by the Board.

Upon review of both final budgets, the Committee agreed to make minor changes and prepare the final documentw for review and adoption by the Board of Directors.

- b. Discuss future project to be presented.

The Committee has named the following projects to begin in FY 2021-22, Repair District Parking Lot, Restroom and ADA improvements at Arcade Creek Park.

The FY 2021-22 budget for 339D District Projects will be amended to reflect the anticipated cost of the named projects.

Treasurer adjourned the meeting at 7:27 pm

**ACRPD 2020 - 2021
339A Budget Report**

**June 2021
Period 12 of 13**

FYTD Completed = 92%

CODE	CATEGORIES	2020-2021 Budget	June	Expended To Date	Balance	Percent Expended
10111000	Salaries and Wages - Reg F/T Staff	177,741.00	8,805.32	165,679.62	12,061.38	93%
"	Part-time Salaries			-		-0-
"	P/T Monitors	28,080.00	1,601.25	12,317.26	15,762.74	44%
"	2 P/T Maintenance Position			-	-	#DIV/0!
"	P/T Summer Monitors-Special Events			-	-	#DIV/0!
"	Blank			-	-	#DIV/0!
"	Blank			-	-	#DIV/0!
"	Blank			-	-	#DIV/0!
"	Blank			-	-	#DIV/0!
10112400	Salaries & Wages - Commission & Brds	3,500.00	450.00	3,650.00	(150.00)	104%
10113200	Salaries & Wages - Time/one half (OT)	2,500.00	693.00	3,204.75	(704.75)	128%
"	Salaries/Wages - Strt Time (No Retirement Contribution)		-	734.51	(734.51)	#DIV/0!
10115200	Termination Pay		-	1,978.26	(1,978.26)	#DIV/0!
10121000	Retirement - Employer Cost (@10.484%)	18,634.00	923.14	17,297.76	1,336.24	93%
"	Retirement - UAL (1591.04 mthly or 18457.00)	18,457.00	-	18,457.00	-	100%
"	Retirement Actuarial Cost	1,000.00	-	650.00	350.00	65%
10122000	Social Security (OASDHI rate=7.65%)	16,347.00	883.54	14,319.14	2,027.86	88%
10123000	Group Insurance - Employer Cost			-		-0-
"	Medical + Admin fee	28,551.00	406.82	27,280.13	1,270.87	96%
"	Dental	1,484.00	-	1,358.37	125.63	92%
"	EAP	104.00	-	95.70	8.30	92%
"	Vision	296.00	-	270.27	25.73	91%
10124000	Work Comp Ins - Employer Cost	7,243.00	-	6,699.79	543.21	93%
10125000	State Unemployment Insurance (Pool)	700.00	25.62	439.55	260.45	63%
10128000	Health Care Retirees	1,282.00	-	763.05	518.95	60%
10140000	Cost Reduct Factor (CalPERS UAL Pre Pmt)	274,273.00		273,118.00	1,155.00	100%
	TOTALS:	580,192.00	13,788.69	548,313.16	31,878.84	95%

Resolution 2021-01 Budget Amendment to Increase 10140000 by \$8,000.00 & Decrease 20281700 by Same to pay off CalPERS UAL

GL 10123000 2,444.83 to be corrected by County Payroll in June 2021 - Error on their part

CORRECTED

**ACRPD 2020 - 2021
339A Budget Report**

**June 2021
Period 12 of 13**

FYTD Completed = 92%

CODE	Service & Supply	2020 Budget	June	Expended To Date	Balance	Percent Expended
20200500	Advertising/Legal Notices	500.00	75.00	489.79	10.21	98%
20202900	Business/Conference Expenses	2,200.00	-	179.78	2,020.22	8%
20203600	Education and Training Supplies	-	-	-	-	#DIV/0!
20205100	Insurance - Liability	51,540.00	-	51,540.00	-	100%
20206100	Memberships Dues	2,000.00	-	2,000.00	-	100%
20207600	Office Supplies	800.00	-	402.70	397.30	50%
20207602	Signs	1,000.00	-	-	1,000.00	0%
20207603	Keys	500.00	-	-	500.00	0%
20208100	Postage Service	148.00	-	148.00	-	100%
20208102	Stamps (Postal)	150.00	-	82.16	67.84	55%
20208500	Printing Service	3,500.00	-	-	3,500.00	0%
20210300	Agriculture/Horticultural Services	10,000.00	1,250.00	3,200.00	6,800.00	32%
20210400	Agricultural/Horticultural Supplies	2,500.00	-	216.58	2,283.42	9%
20211100	Building Maintenance Service	2,200.00	-	1,475.00	725.00	67%
20211200	Building Maintenance Supplies	-	-	145.40	(145.40)	#DIV/0!
20212200	Chemical Supplies (new)	-	-	-	-	#DIV/0!
20213100	Electrical Maintenance Services	1,000.00	-	-	1,000.00	0%
20213200	Electrical Maintenance Supplies	200.00	-	-	200.00	0%
20214100	Land Improvement Maintenance Service	4,000.00	-	6,711.22	(2,711.22)	168%
20214200	Land Improvement Maintenance Sup.	2,000.00	-	1,864.18	135.82	93%
20215100	Mechanical System Maintenance Svcs.	1,500.00	71.00	1,109.00	391.00	74%
20215200	Mechanical System Maintenance Sup.	-	-	-	-	#DIV/0!
20216200	Painting Supplies	500.00	551.12	679.87	(179.87)	136%
20216700	Plumbing Maintenance Service (new)	1,000.00	-	-	1,000.00	0%
20216800	Plumbing Maintenance Supplies	500.00	-	-	500.00	0%
20219100	Electricity	17,500.00	1,077.21	14,476.79	3,023.21	83%

**ACRPD 2020 - 2021
339A Budget Report**

**June 2021
Period 12 of 13**

FYTD Completed = 92%

CODE	Service & Supply	2020 Budget	June	Expended To Date	Balance	Percent Expended
20219200	Natural Gas Service	2,500.00	17.26	2,079.39	420.61	83%
20219300	Refuse Collection/Disposal	4,000.00	189.90	2,360.78	1,639.22	59%
20219500	Sewage Services	3,000.00	193.45	821.36	2,178.64	27%
20219800	Water	30,000.00	3,164.81	28,587.59	1,412.41	95%
20220500	Automotive Maintenance Service	2,000.00	74.00	730.34	1,269.66	37%
20220600	Automotive Maintenance Supplies	300.00	330.52	503.32	(203.32)	168%
20221100	Grounds Equipment Maintenance Svcs.	4,000.00	253.00	4,626.00	(626.00)	116%
20221200	Grounds Equipment Maintenance Sup.	3,000.00	663.69	5,729.63	(2,729.63)	191%
20222600	Hand / Expendable Tools	1,200.00	370.05	1,318.10	(118.10)	110%
20223600	Fuel and Lubricant Supplies	4,200.00	393.30	4,055.96	144.04	97%
20226200	Office Equip. Maintenance Supplies	-	-	-	-	#DIV/0!
20227500	Rent/Lease Equipment	500.00	-	-	500.00	0%
20227501	Copy Machine - Lease	3,300.00	281.29	3,569.17	(269.17)	108%
20227504	Miscellaneous	1,500.00	-	565.76	934.24	38%
20229100	Other Equip Maint. Service	2,000.00	-	600.00	1,400.00	30%
20229200	Other Equip Maint. Supply	1,500.00	-	-	1,500.00	0%
20231400	Clothing/Personal Supplies	100.00	-	-	100.00	0%
20232200	Custodial Supplies	5,000.00	330.61	4,833.47	166.53	97%
20243700	Lab (Medical) Service (Drug Testing)	-	-	-	-	#DIV/0!
20244300	Medical Service (Pre-emp. testing)	-	-	-	-	#DIV/0!
20244400	Medical Supplies (First Aid)	350.00	-	67.33	282.67	19%
20250700	Assessment / Collection Services	7,600.00	-	7,859.64	(259.64)	103%
20252100	Temporary Services	-	-	-	-	#DIV/0!
20253100	Legal Services	6,500.00	607.50	9,407.22	(2,907.22)	145%
20255100	Planning Service-	-	-	-	-	#DIV/0!
20257100	Security Service	23,725.00	-	23,250.00	475.00	98%
20258200	Public Relations Service/mkting, web	5,000.00	-	2,651.33	2,348.67	53%
20259100	Other Professional Services	5,000.00	-	4,388.94	611.06	88%

**ACRPD 2020 - 2021
339A Budget Report**

**June 2021
Period 12 of 13**

FYTD Completed = 92%

CODE	CATEGORIES	2020 Budget	June	Expended To Date	Balance	Percent Expended
20281100	Data Processing -Computer Services	3,000.00	-	2,260.00	740.00	75%
20281201	Hardware (Computer)	-	-	1,300.64	(1,300.64)	#DIV/0!
20281265	Application Software Maint Lic Renewal	3,000.00	220.00	3,360.46	(360.46)	112%
20281304	Sales Tsx Adj - Board of EQ	-	-	-	-	#DIV/0!
20281700	Election Services	4,000.00	-	1,887.00	2,113.00	47%
20283102	Mileage	1,500.00	-	170.36	1,329.64	11%
20285100	Recreation Services	-	-	-	-	#DIV/0!
20285200	Recreation Supplies	2,000.00	-	2,950.35	(950.35)	148%
20285300	Recreation Supp. (P-S) ELP Program	-	-	-	-	#DIV/0!
20288000	Prior Year Service & Supply Expe	-	-	-	-	#DIV/0!
20289800	Other Operating Expenses - Supplies	1,500.00	-	196.52	1,303.48	13%
20289900	Other Operating Exp. - Misc. expenses	1,000.00	-	-	1,000.00	-0-
20291300	Auditor/Controller Services	5,500.00	-	5,495.00	5.00	100%
20291500	Compass Costs	1,000.00	-	987.83	12.17	99%
20291700	Alarm Services	1,770.00	-	1,766.52	3.48	100%
20298700	Telephone Services	4,000.00	300.15	3,597.77	402.23	90%
20298701	Cell Phones	800.00	40.00	958.26	(158.26)	120%
20299909	Expenditure Reimbursements	12,500.00		6,990.00	5,510.00	56%
TOTALS:		263,083.00	\$ 10,453.86	\$ 224,646.51	\$ 38,436.49	85%

Resolution 2021-01 Budget Amendment to Increase 10140000 by \$8,000.00 & Decrease 20281700 by Same to pay off CalPERS UAL

**ACRPD 2020 - 2021
339A Budget Report**

**June 2021
Period 12 of 13**

FYTD Completed = 92%

CODE	CATEGORIES	2020 Budget	June	Expended To Date	Balance	Percent Expended
30321000	Interest Expense (Side Fund)	9,688.00		9,687.89	0.11	100%
30323000	Lease Obligation Retirement(Side Fund)	27,900.00		27,900.00	-	100%
"				-	-	#DIV/0!
				-	-	#DIV/0!
30345000	Taxes, Licenses & Assessments	704.00		703.64	0.36	100%
TOTALS:		38,292.00	\$ -	\$ 38,291.53	\$ 0.47	100%

FYTD Completed = 92%

CODE	CATEGORIES	2020 Budget	June	Expended To Date	Balance	Percent Expended
42420100	Building - Community Ctr Upgrades	-		-	-	#DIV/0!
TOTALS:		-	\$ -	\$ -	\$ -	#DIV/0!

FYTD Completed = 92%

79790100	Contingencies	31,033.00	-	-	\$ 31,033.00	0%
	Reserved Fund Balance Increase		-	-	\$ -	0%
Grand Total		\$ 912,600.00	\$ 24,242.55	\$ 811,251.20	\$ 70,315.80	89%

	Beginning Fund Balance Available	394,587.00		-	\$ 394,587.00	0%
	Fund Balance Decreased by	(160,000.00)			\$ (160,000.00)	0%
	Provisions for General Reserves	22,000.00	-	-	\$ 22,000.00	0%
TOTALS:		256,587.00	-	-	256,587.00	

**ACRPD 2020 - 2021
339A Revenue**

**June 2021
Period 12 of 13**

**FYTD Completed = 92%
Percent Received**

Account		2020 - 21 Budget	June	Received To Date	Unrealized	
91910100	Property Tax-Current Secured	610,000.00	7,017.39	618,918.25	(8,918.25)	101%
91910200	Property Tax-Current Unsecured	21,000.00	50.85	22,755.24	(1,755.24)	108%
91910300	Property Tax-Current Sup.	13,000.00	5.24	11,606.81	1,393.19	89%
91910400	Property Tax Sec. Delin.(+Teeter)	4,300.00		5,161.79	(861.79)	120%
91910500	Property Tax Supplemental Delin.	800.00		796.27	3.73	100%
91910600	Property Tax-Unitary	6,100.00		5,874.19	225.81	96%
91912000	Redemption	-		44.50	(44.50)	#DIV/0!
91913000	Property Tax Prior Unsecured	300.00	19.81	472.80	(172.80)	158%
91914000	Penalty	100.00	21.20	174.35	(74.35)	174%
91919600	RDA Residual Distribution	-	8,545.03	13,962.80	(13,962.80)	#DIV/0!
91919900	Taxes - Other	-		0.17	(0.17)	#DIV/0!
Total Taxes		\$ 655,600.00	\$ 15,659.52	679,767.17	\$ (24,167.17)	104%
94941000	Interest	2,000.00		1,251.26	748.74	63%
94942900	Building Rental (Parks & Facilities)	4,674.96	780.00	4,845.00	(170.04)	104%
"	Building Rental (Cell Towers 4610.42)	55,325.04	4,610.42	55,025.04	300.00	99%
95952200	Homeowner Property Tax Relief	6,000.00	832.26	5,548.42	451.58	92%
95952900	In Lieu Taxes - Other	-		-	-	#DIV/0!
95953300	Redevelopment Passthru	4,000.00	3,967.90	8,131.35	(4,131.35)	203%
95956300	State-Federal Grants	-		-	-	#DIV/0!
95956900	Other Funds - Local (GRANT)	-		-	-	#DIV/0!
"	Grant = Park Sponsorships			-	-	#DIV/0!
"	Funds Transferred from 339I			-	-	#DIV/0!
"	Blank			-	-	#DIV/0!
96964600	Recreation Fees	-		-	-	#DIV/0!
97974000	Insurance Proceeds	10,000.00	4,990.00	4,990.00	5,010.00	50%
97979000	Miscellaneous	15,000.00		9,174.13	5,825.87	61%
97979900	Prior Year (Funds moved to)			-	-	#DIV/0!
98986200	Proceeds from Asset sale - Spec Dist			-	-	#DIV/0!
	Fund Balance Available =xxxxxxx.xx			-	-	#DIV/0!
Problem	**County Error In Process of Correction**	-		-	-	0%
Total Other Revenue		\$ 97,000.00	\$ 15,180.58	\$ 88,965.20	\$ 8,034.80	92%
Total Revenue		\$ 752,600.00	\$ 30,840.10	\$ 768,732.37	\$ (16,132.37)	102%

Register Expense Report
FY 2020 - 2021
6/1/2021 Through 6/30/2021

			Account	339A	Not Cleared		
Date	Num	Description	Memo	Category	Cleared	Amount	
6/4/2021	23897	S Bar-Hein Co. - 1463	Labor-repair hedger	221100	c	-50.00	
			Repair parts - hedget	221200	c	-145.17	
6/4/2021	23898	S CalPERS - 521	5/16 - 5/31/2021 EE Contrib	5420524	c	-308.19	
			5/16 - 5/31/2021 ER Contrib	121000	c	-461.57	
6/4/2021		23899 Cintas - 56036	5/28/2021 -Custodial	232200	c	-113.74	
6/4/2021	23900	S Fast Break - 37998	5/2021- Phone service	298700	c	-195.00	
			6/2021 - email exhcange + Brd mbrs	298701	c	-40.00	
6/4/2021		23901 J&J Locksmith - 1833	ACP RR lock	221200	c	-153.71	
6/4/2021	23902	S OK Tires - 14277	Labor - 4 tires 96 Chevy S10	220500	c	-74.00	
			4 Tires 96 Chevy S10	220600	c	-330.52	
6/4/2021		23903 Orbit Station - 33714	5/2021- Fuel Chgs	223600	c	-388.24	
6/4/2021		23904 PG&E - 1383	5/2021-Billing	219200	c	-17.26	
6/4/2021		23905 Republic Services - 57909	5/2021 - Billing	219300	c	-189.90	
6/4/2021	23906	S Sacramento County Utilities - 666	4/22/2021 - 6/21/2021 Billing	219500	c	-276.28	
			Credit Adj	219500	c	82.83	
6/4/2021	23907	S Umpqua CC - 71085	CPRS - GM recruitment posting	200500	c	-75.00	
			Vertical Blinds GM office	221200	c	-66.23	
			Stripping Paing - parking lots	216200	c	-111.10	
			Updated/replaced hand tools	222600	c	-162.93	
6/10/2021		23908 Cole Huber - 54641	5/2021 Ref-Sick Leave, OT, prep for Brd Mtg	253100	c	-607.50	
6/10/2021	23909	S Home Depot - 2843	Paitn items - HSP GPA	216200	c	-440.02	
			Updated/replaced hand tools	222600	c	-207.12	
			WD-40	223600	c	-5.06	
			Custodial cleaner	232200	c	0.00	
6/10/2021		23910 SMUD - 4025	5/2021 - SMUD Billing	219100	c	-1077.21	
6/10/2021		23911 US Bank - 68934	6/2021-Xerox Copie	227501	c	-281.29	
6/10/2021	23912	S Valley Truck & Tractor - 36620	Labor repairs - J Deere mower	221100	c	-203.00	
			Repair parts - J Deere mower	221200	c	-298.58	
6/15/2021	EFT	# 400040141 - Health Benefits	Health Benefits Pay Date 6/15/2021 (Reflections Correctic	123000	c	406.82	
6/15/2021	P/R+Taxes	S Payroll And Taxes	Period 5/16/2021 - 5/31/2021 Ck date 6/15/2021	111000	c	-5186.41	
			Brd Pay Ck date 6/15/2021	112400	c	-250.00	
			Time/One Half - Ck date 6/15/2021	113200	c	-478.50	
			OT Straight Pay - Ck date 6/15/2021	113200	c	0.00	
			OASDHI - Ck date 6/15/2021	122000	c	-452.49	
			SUI ER Contrib Ck date 6/15/2021	125000	c	-12.53	
			Termination Pay	115200	c	0.00	

6/15/2021	DepPermit		County Of Sacramento Deposit Perm	irance Claim dated 3/21/2021 HSP Fallen Tree @ Playgr	974000		c	4990.00
6/15/2021	DepPermit	S	County Of Sacramento Deposit Permi	Studio / Field Space	942900		c	180.00
				Event Building / GPA / Park Rentals / Cell Towers	942900		c	5210.42
				Grants -	956300		c	0.00
				Misc Funds Collected	979000		c	0.00
6/17/2021			23913 All Pro Backflow - 69926	Backflow test @ HSP	215100		c	-71.00
6/17/2021	23914	S	CalPERS - 521	6/1 - 6/15/2021 EE Contrib	5420524		c	-308.19
				6/1 - 6/15/2021 ER Contrib	121000		c	-461.57
6/17/2021			23915 Cintas - 56036	6/11/2021 -Custodial	232200		c	-179.16
6/17/2021			23916 Central Control System - 23278	6/2021 - Wireless irrigation	281265		c	-220.00
6/17/2021			23917 Comcast - 12322	6/2021-Billing-Phone/HSI	298700		c	-105.15
6/17/2021			23918 Dave Weber - 54010	ACP Clear trail	210300		c	-1250.00
6/17/2021			23919 Sacramento Suburban Water - 26158	6/2021 - Garfield (ACP)	219800		c	-1217.61
6/24/2021			23920 Cintas - 56036	6/18/2021 -Custodial Paper towels	232200		c	-37.71
6/24/2021			23921 j&J Locksmith - 1833	Oakdale RR	221200			-144.48
6/24/2021			23922 Rio Linda Fence - 57446	ACP - Repair dog park fencing	214100			-885.00
6/24/2021			23923 Sacramento Suburban Water - 26158	6/2021 - Myrtle (Oak)	219800		c	-1800.90
6/24/2021			23924 Sacramento Suburban Water - 26158	6/2021 - HSP	219800		c	-146.30
6/24/2021			23925 Sy-Tech Solutions - 44916	Document Destruction (60 boxes)	259100			-410.00
6/30/2021	EFT		# 400040248	Health Benefits Pay Date 6/30/2021	123000		c	-813.64
6/30/2021	P/R+Taxes	S	Payroll And Taxes	Period 6/1/2021 6/15/2021 Ck date 6/30/2021	111000		c	-5220.16
				Brd Pay Ck date 6/30/2021	112400		c	-200.00
				Time/One Half - Ck date 6/30/2021	113200		c	-214.50
				OT Straight Pay - Ck date 6/30/2021	113200		c	0.00
				OASDHI - Ck date 6/30/2021	122000		c	-431.05
				SUI ER Contrib Ck date 6/30/2021	125000		c	-13.09
				Termination Pay	115200		c	0.00
6/30/2021	TaxRevenu	S	Property Tax(s) Deposited Per County	6/2021-Property Tax - Current Secured	910100		c	7017.39
				6/2021-Property Tax - Current Unsecured	910200		c	50.85
				6/2021-Property Tax - Current Sup.	910300		c	5.24
				6/2021-Property Tax Sec Delin.(+Tetter)	910400		c	0.00
				6/2021-Property Tax Supplement Delin.	910500		c	0.00
				6/2021-Properry Tax-Unitary	910600		c	0.00
				6/2021-Redemption	912000		c	0.00
				6/2021-Property Tax Prior Unsecured	913000		c	19.81
				6/2021-Penalty	914000		c	21.20
				6/2021-RDA Residual Distribution	919600		c	8545.03
				6/2021-Interest	941000		c	0.00
				6/2021-Homeowner Property Tax Relief	952200		c	832.26
				6/2021-Redevelopment Passthru	953300		c	3967.90
				6/2021-Taxes-Other	919900		c	0.00
				TOTAL 6/1/2021 - 6/30/2021				<u>4,541.69</u>

BALANCE 6/30/2021	-83,541.00
TOTAL INFLOWS	31,329.75
TOTAL OUTFLOWS	-26,788.06
NET TOTAL	4,541.69

ACRPD 2020 - 2021
339D Expenditures

June 2021
Period 12 of 13

FYTD Completed = 92%

CODE	CAPITAL OUTLAY	20-21 Budget	June	Expended To Date	Balance	Percent Expended
42420100	Buildings New ADA Features @ HSP	1,400.00		75.25	1,324.75	5%
42420110	Leasehold Improv. (Oakdale Park)			-	-	#DIV/0!
42420200	Structures ACP Park Improv. Proj			841.12	(841.12)	#DIV/0!
43430300	Equipment-SD Non-Recon - New Play Equip			-	-	#DIV/0!
45450300	Infr--SD-Non-Recon - ACP Pedi Bridge Proj			-	-	#DIV/0!
46460300	Other Intangible Asset-Spec Dist - HSP site plan & Locati	49,367.00		-	49,367.00	0%
46461300	Intangibles - ???			-	-	
				-	-	-0-
TOTALS:		50,767.00	\$ -	\$ 916.37	\$ 49,850.63	2%

**ACRPD 2020 - 2021
339D Revenue**

**June 2021
Period 12 of 13**

FYTD Completed = 92%

Account		20-21 Budget	June	Received To Date	Unrealized	Percent Received
94941000	Interest Income			135.00	(135.00)	#DIV/0!
				-	-	#DIV/0!
95952900	In Lieu Fees Transfer			-	-	#DIV/0!
				-	-	#DIV/0!
95956300	State-Federal Grants(Jo Smith Pedi Bridge Proj)			-	-	#DIV/0!
"	State-Federal Grants (Dist Proj/Per Capita Funds)			-	-	#DIV/0!
"				-	-	#DIV/0!
"				-	-	#DIV/0!
"				-	-	#DIV/0!
"				-	-	#DIV/0!
"				-	-	#DIV/0!
95956900	Other Funds - Local (Fund Source 339I Impact Fees	45,000.00		-	45,000.00	0%
"	*Jo Smith Pedi Bridge Proj			-	-	#DIV/0!
"	*ACP-Park Improvements			-	-	#DIV/0!
"	*HSP Community Ctr Improvements			-	-	#DIV/0!
"	*HSP ADA Improvements			-	-	#DIV/0!
	*HSP Planning, Accessible Parking & Pathways			45,000.00	(45,000.00)	#DIV/0!
95956910	State Match UMPQUA Bank Line of Credit			-	-	#DIV/0!
	**			-	-	#DIV/0!
				-	-	#DIV/0!
				-	-	#DIV/0!
				-	-	#DIV/0!
5506614	Investment Earns			-	-	#DIV/0!
Total Other Revenue		\$ 45,000.00	\$ -	\$ 45,135.00	\$ (135.00)	100%

	<i>Beginning Fund Balance Available</i> \$5767.00			-	\$ -	0%
	<i>Fund Balance Decreased by</i>	5,767.00			\$ 5,767.00	
TOTALS:		50,767.00	-	45,135.00	5,632.00	

Register Expense Report
FY 2020 - 2021
6/1/2021 Through 6/30/2021

Date	Num	Description	Account	339D	Category	Not Cleared	Amount

**Arcade Creek Recreation and Park District
2020 - 2021 Monthly Revenue Reports**

June 2021

Period

12

339B - Grant Trust

Beginning Balance	Debits	Credits	Ending Balance
\$ -	\$ -	\$ -	\$ -

088H - Park Dedication

Beginning Balance	Debits	Credits	Ending Balance
\$ 1,201.66	\$ -	\$ -	\$ 1,201.66

339C - ADA Funds

Beginning Balance	Debits	Credits	Ending Balance
\$ 1,365.59	\$ -	\$ -	\$ 1,365.59

339I - Park Impact Fee's

Beginning Balance	Debits	Credits	Ending Balance
\$ 508,695.58	\$ 2,811.56	\$ 9.03	\$ 505,893.05

5/7/2021 Transferred \$2,811.56 to Sac County to pay for Admin Fee's FY 19/20

Rental & Misc. Revenue Report

June 2021

94942900 - SOCIAL/EVENT BUILDING/GPA RENTALS

Rental Date	Renter	Location	Amount
Sundays in June 2021	S Aguirre	HSP Soccer	360.00
Sundays in June 2021	S Aguirre	Oakdale Soccer	240.00
	SACC (Creek Mtg's)	Sm Rm	-0-

Total Rentals \$ **600.00** **A**

94942900 - LONG TERM STUDIO/ FIELD SPACE RENTAL

Rental Date(s)	Renter	Location	Amount
6/14-21-28 & 7/8/2021	Albree Dog Class	HSP	180.00

Totals \$ **180.00** **B**

94942900 - CELL TOWER REVENUE

Jun-21	Site ID 810224 HSP- 810224 = 2,260.42 and 810213 ACP-810213 = \$2,350.00	4,610.42
--------	---	----------

Totals \$ **4,610.42** **C**

97979000 - MISC. OTHER REVENUES

Totals \$ **-** **D**

\$ 600.00	A
\$ 180.00	B
\$ 4,610.42	C
\$ -	D
\$ 5,390.42	Total

Arcade Creek Recreation and Park District

MEETING DATE: July 15, 2021

**AGENDA ITEM: 5 g Consent Agenda
Correspondence Period 12**

No correspondence received.

Monthly activity report for: Arcade Creek Recreation and Park District

Reporting Period: 2021-06-01 to 2021-06-30

Arcade Creek Park

Notice To Appear Issued

No NTAs issued during this reporting period.

Parking Citations Issued

No parking citations issued during this reporting period

Onsite Arrests Made

No onsite arrests made during this reporting period.

Dispatched Calls For Service

No dispatched calls for service during this reporting period.

D.U.I Arrests

No DUI arrests made during this reporting period.

Warrant Arrests

No warrant arrests made during this reporting period.

Warnings Issued

No warnings issued during this reporting period.

Hamilton Street Park

Notice To Appear Issued

1) Date/Time: 2021-06-02 20:18

Violation 1: 14601.1(a) CVC Suspended License, Severity: Mis

Violation 2: 4000(a) CVC No current registration, Severity: Inf

Violation 3: 16028(a) CVC No Insurance, Severity: Inf

Parking Citations Issued

1) Date/Time: 2021-06-13 13:30

V1: 22507.8(a) CVC Unlawful parking in disabled space

2) Date/Time: 2021-06-13 13:25

V1: 4000(a) CVC No current registration

Onsite Arrests Made

No onsite arrests made during this reporting period.

Dispatched Calls For Service

No dispatched calls for service during this reporting period.

D.U.I Arrests

No DUI arrests made during this reporting period.

Warrant Arrests

No warrant arrests made during this reporting period.

Warnings Issued

No warnings issued during this reporting period.

Oakdale Park

Notice To Appear Issued

No NTAs issued during this reporting period.

Parking Citations Issued

1) Date/Time: 2021-06-13 14:00

V1: 4000(a) CVC No current registration

2) Date/Time: 2021-06-13 13:55

V1: 4000(a) CVC No current registration

Onsite Arrests Made

No onsite arrests made during this reporting period.

Dispatched Calls For Service

No dispatched calls for service during this reporting period.

D.U.I Arrests

No DUI arrests made during this reporting period.

Warrant Arrests

No warrant arrests made during this reporting period.

Warnings Issued

No warnings issued during this reporting period.

Off Property

Notice To Appear Issued

1) Date/Time: 2021-06-18 15:01

Violation 1: 22350 CVC Basic speed law, Severity: Inf

2) Date/Time: 2021-06-11 18:58

Violation 1: 21650.1 CVC Bike lane on the opposite side of the road. , Severity: Inf

3) Date/Time: 2021-06-11 18:58

Violation 1: 21650.1 CVC Bike lane on the opposite side of the road. , Severity: Inf

Parking Citations Issued

No parking citations issued during this reporting period

Onsite Arrests Made

No onsite arrests made during this reporting period.

Dispatched Calls For Service

No dispatched calls for service during this reporting period.

D.U.I Arrests

No DUI arrests made during this reporting period.

Warrant Arrests

No warrant arrests made during this reporting period.

Warnings Issued

No warnings issued during this reporting period.

Arcade Creek

Recreation and Park District

Board of Directors

Travis Dworetzky
Amanda Gualderama
Michael Hanson
Chris Juell
Alex Vassar

Mailing Address

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Email

acrpd@acrpd.com

Arcade Creek Park

5613 Omni Drive
Sacramento, CA

Hamilton Street Park

4855 Hamilton Street
Sacramento, CA

Oakdale Park

3708 Myrtle Avenue
North Highlands, CA

July 8, 2021

Dear Board of Directors,

It is once again meeting time, and I am happy to be writing my final monthly report to you as Interim General Manager. As of our July meeting, we will be less than a month from Lisa Gonzalez starting as the district's fifth General Manager. I'm proud of everything we've accomplished in the past few months, and that unlike many districts (who had to lay off dozens of employees as the pandemic year swept through the area) we not only paid off our outstanding debt to CalPERS but also were able to purchase much needed equipment.

Anita and I have been working to identify and purchase the right tractor equipment and I think we'll be able to provide an update at the July meeting. Additionally, I am working to wrap up as many of the outstanding minor problems as possible and hope to have the new lawn mower purchased and in use by the end of the month.


We've still got a lot to figure out, from the best way to keep our parks safe to the best way to restart the recreation part of our "Recreation and Park District." I look forward to working on it with you.

Your neighbor,



Alex Vassar
Interim General Manager

Arcade Creek Recreation and Park District

Meeting Date July 15, 2021		Item # 5 a
Subject: Discuss District use of Per Capita and Impact Fee Funds and Adopt Board Resolution 2021-05.		
Initiated or requested by <input checked="" type="checkbox"/> Board <input type="checkbox"/> Staff <input type="checkbox"/> Other	Item Type <input type="checkbox"/> Informational <input type="checkbox"/> Direction <input checked="" type="checkbox"/> Action	Report coordinated or prepared by  Alex Vassar, Interim General Manager
<p>Objective To discuss using Per Capita and 339I Impact Fee Funds and Adopt Resolution 2021-05 to repair District parking lots and ADA Improvements.</p> <p>Background Several projects have been discussed during meetings over the past year. Recently the discussion has been to utilize the funds to repair parking lots and improve accessibility.</p> <p>Analysis The District needs to specify specific projects for the Per Capita Funds to be spent on. The Board must adopt these goals at this meeting, or at another meeting prior to July 1st.</p> <p>Budget/Cost Information Significant. Each designated project would be paid for out of the Per Capita Funds and Impact Fee's and accounted for in the Districts 339D Project Account.</p> <p>Proposed Action Adopt Board Resolution 2021-05 approving the Preliminary FY 2021-22 Budget for 339I District Projects and authorize submission to the County Finance Dept.</p> <p>Alternative Actions Defer action and meet at a special meeting prior to July 1st.</p>		
Coordination and Review This is standard practice of the board.		Attachment(s) Attachments provided by the Finance Committee.



RESOLUTION NO. 2021-05

**RESOLUTION OF THE ARCADE CREEK RECREATION
AND PARK DISTRICT BOARD OF DIRECTORS
APPROVING THE USE OF PER CAPITA GRANT FUNDS AND 339I IMPACT FEE FUNDS**

WHEREAS, the District Board of Directors adopted the Preliminary FY 2021-22 339D Budget to fund District Projects

WHEREAS, the District Budget Committee has identified three projects to be completed using said funding sources from the Per Capita Grant and 339I Impact Fees

WHEREAS, the District will adopt a Final FY 2021-22 339D District Project and name the following projects to be: Repairing District Parking Lot, Restroom and ADA improvements at Arcade Creek Park

NOW, THEREFORE, BE IT RESOLVED, that the District Board of Directors ("Board") approve the suggested projects in the Final FY 2021-22 339D Project Budget


APPROVED AND ADOPTED by the Arcade Creek Recreation and Park District Board of Directors, the County of Sacramento, State of California by the following vote, to wit on July 15, 2021

AYES:
NOES:
ABSENT:
ABSTAINED:

Chairperson, Board of Directors

ATTEST: _____
Secretary, Board of Directors

Arcade Creek Recreation and Park District

Meeting Date July 15, 2021		Item # 6 a
Subject: FECRPD Police Contract		
Initiated or requested by <input type="checkbox"/> Board <input checked="" type="checkbox"/> Staff <input type="checkbox"/> Other	Item Type <input type="checkbox"/> Informational <input type="checkbox"/> Direction <input checked="" type="checkbox"/> Action	Report coordinated or prepared by  Alex Vassar, Interim General Manager
Objective To determine policing needs and budget for 2021-22 fiscal year.		
Background For several years, ACRPD has contracted annually with Fulton-El Camino RPD (FECRPD) to provide policing services for our parks. Prior to FECRPD, our district contracted with Twin Rivers Unified School District for the same serve. The contract for services in 2021-22 was received too late to be considered at the June meeting, which is why we're discussing it now.		
Analysis Although the 2020-21 contract ended on 6/30, FECRPD is still providing service on a month-to-month basis until the approval of the next contract. In 2020-21, ACRPD signed up for 1 hour of patrol service per day at a rate of \$65/hour, which was 365 hours. The total budgeted was \$23,725.00. The proposal is for FECRPD to continue providing services for the next year at the same rate.		
Budget/Cost Information The adopted budget includes \$23,725 for Security Services (Line Item 20257100), which would pay for the costs associated with 1 hour of service per day in 2021-22.		
Proposed Action Authorize the Interim General Manager to sign the contract for policing services in 2021-22 with FECRPD.		
Alternative Actions Decline to authorize the contract and consider alternatives including private security patrol, other vendors, etc.		
Coordination and Review This is a standard practice of the Board.		Attachment(s) 1) Interim General Manager's Notes 2) Proposed Contract

This budget line item (Security Services) has varied significantly in recent years;

2018-19	\$13,585 (actual)
2019-20	\$29,205 (actual)
2020-21	\$23,725 (budgeted)
2021-22	\$23,725 (budgeted)

Compensation is outlined in Section XIV(A)1 of the contract (on page 7);

“ACRPD agrees to compensate FECRPD for all Park Police hours necessary to respond to and resolve calls for law enforcement services requested by ACRPD and/or the general public, at the rate of \$65.00 per hour, per Park Police Officer, including their use of a police vehicle.”

Termination provisions are found in Section XXI (page 8);

“A. Either party may terminate this Agreement without cause upon forty-five (45) days written notice to the other party. Notice shall be deemed served on the date of receipt.”

A note from your Interim General Manager;

When ACRPD first began contracting with FECRPD for policing services, we were able to call the department directly to request assistance when issues occurred. FECRPD has now switched to using the Sacramento Sheriff’s dispatch system, which requires ACRPD to first log a report with the Sheriff and then follow-up with FECRPD.

I have called for police assistance on one occasion during my time in this role. It was in response to a person camping in a doorway of the Herzog Community Center (and appearing to burn a pile of leaves). I called using the non-emergency line and found the wait time to reach dispatchers (approx. 20 minutes) to be far slower than I wanted.

I spoke with Maintenance Lead Juanita Petersen and she confirmed that she frequently encounters similarly slow dispatch times. I would like to see this improved.



Fulton-El Camino Park Police Department

James R. Brown, CHIEF

June 10, 2021

To: General Managers

Contract Recreation and Park Districts

I hope this document finds all of you in good health and doing well. I have attached the 2021-2022 Contract Order for each specific contract district.

Please review the attached documents, sign them, and return the original to us. Please do not forget to make a copy for your records prior to returning the contract orders. If possible, I would like the attached document signed and returned by July 1, 2021.

If you would like an officer to stop by and retrieve the signed Contract Order, please submit this request via email to Sergeant Magaziner.

If there are any changes in the contract you would like to discuss, such as focusing on different parks, please do not hesitate to reach out to myself or Sergeant Magaziner.

If you see minor corrections which are needed, please scan the corrections to me and I will address each correction on a case-by-case basis. Once the correction is made, I will return the document via email. Please be sure to hang on to the signature page, so you can include it with the corrected copy on your end.

If you have any questions, concerns, or comments, please do not hesitate in reaching out to Sgt. Magaziner or myself. We are here to help.

Respectfully,

A handwritten signature in blue ink, appearing to read "J.R. Brown".

James R. Brown
Chief of Police

jbrown@fecrpd.com

Cell: (916) 602-9036

Fulton-El Camino Park Police Department

James R. Brown, CHIEF



Contract Order

June 1, 2021

To: District Administrator

From: James R. Brown, Chief

Subject: **Contract Order 2021-22 Arcade Creek Rec & Park District Contract Services**

This agreement is made and entered into as of July 1st, 2021, by and between the Arcade Creek Recreation and Park District, a political subdivision of the State of California formed pursuant to Public Resources Code Section 5780, et seq., hereinafter referred to as "ACRPD" and the Fulton-El Camino Recreation and Park District, political subdivision of the State of California formed pursuant to Public Resources Code Section 5780, et seq., hereinafter referred to as "FECRPD".

I. STANDING SERVICES

ACRPD contracts for police patrol services at an average of seven (7) hours a week through June 30, 2022. ACRPD expects these hours to be spread over several days a week, using more hours in spring and summer and less in the fall and winter. Park Police supervision will incorporate these hours into varied patrol shifts throughout the year based on needs and requests. Officers scheduled to provide services to ACRPD will incorporate patrol coverage of ACRPD properties and events into their daily shifts. Patrol at ACRPD is to be done in the uniform of the day, as prescribed by the Watch Commander, and use a marked police vehicle unless otherwise directed for a special assignment.

The focus of services for ACRPD will be to discourage violations of park regulations, disorderly conduct, and criminal activity through the issuance of warnings, citations and the making of arrests when necessary. Officers of this department will utilize the tools at their discretion to change the behavior of those who are violating county, state or federal ordinances laws and ordinances. Some tools are, but not limited to, in-custody arrests, citations and providing an individual with resource information to assist in resolving the root cause of any problem. ACRPD wants a specific focus on after hour activity at Hamilton Street Park and along Arcade Creek.

FECRPD Officers will track the time spent on ACRPD patrol and in court via their time sheets separate from other activities. Officers who spend more than the allotted time on an ACRPD

event will contact their supervisor and advise them of the reason for the additional time, so future service hours can be adjusted.

Calls for Service-

Should officers become aware of a pending call for service in ACRPD during a time period that patrol coverage is not scheduled, the officers may respond to the call for service if the call fits the following criteria:

- A. The call is a priority 5 or higher
- B. The available officer is within a 20 minute response time
- C. The type of call is such; the likelihood the reported activity will still be occurring when FECRPD officers arrive is high
- D. Insufficient personnel with the Sacramento Sheriff's Office are already responding

Only upon supervisor approval should an officer respond to a pending call for service in ACRPD that falls outside the above listed criteria.

Officers that respond to calls for service outside scheduled ACRPD hours must notify their supervisor before the end of their shift, so future service hours can be modified to compensate for the response. This information should be forwarded to the scheduling sergeant.

II. TERM

This agreement shall be effective and commence as of the date first written above and shall continue in full force and effect until terminated by one of the parties pursuant to paragraph XXI herein.

III. NOTICE

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

To: ACRPD

To: FECRPD

~~Gm
Administrator, ACRPD
4855 Hamilton St
Sacramento, CA 95641~~

*PO Box 418114
Sacramento, CA
95841-8114*

General Manager, FECRPD
2201 Cottage Way
Sacramento, CA 95825

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

IV. COMPLIANCE WITH LAWS

FECRPD and ACRPD shall observe and comply with all applicable Federal, State, and local regulations and ordinances.

V. GOVERNING LAWS AND JURISDICTION

This Agreement shall be deemed to have been executed and to be performed within the State of California and shall be construed and governed by the laws of the State of California. Any legal proceedings arising out of or relating to this Agreement shall be brought in Sacramento County, California.

VI. LICENSES AND PERMITS

- a. FECRPD and its personnel shall possess and maintain all necessary licenses, permits, certificates and credentials required by the laws of the United States, the State of California, County of Sacramento and all other appropriate governmental agencies related to Park Police. Failure to maintain the licenses, permits, certificates and credentials by FECRPD to provide services under this Agreement shall be deemed a material breach of this Agreement and constitute grounds for termination by ACRPD.
- b. FECRPD further certifies to ACRPD that it and its principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. FECRPD certifies that it shall not contract with any Subcontractor that is so debarred or suspended.

VII. PERFORMANCE STANDARDS

FECRPD shall perform its services under this Agreement in accordance with the industry and/or professional standards applicable to FECRPD services.

VIII. STATUS OF CONTRACTOR

- A. It is understood and agreed that FECRPD, including its employees, is an independent contractor and that no relationship of employer-employee exists between the parties hereto. FECRPD's assigned personnel shall not be entitled to any benefits payable to employees of ACRPD. ACRPD is not required to make any deductions or withholdings from the compensation payable to FECRPD under the provision of this Agreement, and as an independent contractor. FECRPD hereby indemnifies and holds ACRPD harmless from any and all claims that may be made against ACRPD based upon any contentions by any third party that an employer-employee relationship exists by reason of this Agreement.
- B. It is further understood and agreed by the parties hereto that FECRPD in the performance of its obligation here under is subject to the control of direction of ACRPD as to, only, the designation of tasks to be performed. ACRPD has no authority or control over FECRPD as to the means, methods, or sequence used to perform the designated tasks. ACRPD has no

authority to supervise the means, methods, or sequences used by FECRPD in performing the designated tasks. ACRPD has no authority or responsibility to train FECRPD employees on how to properly perform the designated tasks.

- C. If, in the performance of this Agreement, any third persons are employed by FECRPD, such person shall be entirely and exclusively under the direction, supervision, and control of FECRPD. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging, or any other terms of employment or requirements of law, shall be determined by FECRPD, and ACRPD shall have no right or authority over such persons or the terms of such employment.
- D. It is further understood and agreed that as an independent contractor and not an employee of ACRPD, neither FECRPD nor their assigned personnel shall have any entitlement as a ACRPD employee, right to act on behalf of ACRPD in any capacity whatsoever as agent, nor to bind ACRPD to any obligation whatsoever, FECRPD and their assigned personnel shall not be covered by worker's compensation; nor shall FECRPD or their assigned personnel be entitled to compensated sick leave, vacation leave, retirement entitlement, participation in group health, dental, life and other insurance programs, or entitled to other fringe benefits payable by ACRPD to employees of ACRPD.
- E. It is further understood and agreed that FECRPD must issue W-2 and 941 Forms for income and employment tax purposes, for all of FECRPD's assigned personnel under the terms and conditions of this Agreement.

COMPLIANCE WITH CHILD, FAMILY AND SPOUSAL SUPPORT REPORTING OBLIGATIONS

- A. CONTRACTOR's failure to comply with state and federal child, family and spousal support reporting requirements regarding a contractor's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family and spousal support obligations shall constitute a default under this Agreement.
- B. CONTRACTOR's failure to cure such default within 90 days of notice by COUNTY shall be grounds for termination of this Agreement.

IX. BENEFITS WAIVER

FECRPD acknowledges and agree FECRPD is not entitled to receive the following benefits and or compensation from ACRPD: medical, dental, vision and retirement benefits, life and disability insurance, sick leave, bereavement leave, jury duty leave, parental leave, or any other similar benefits or compensation otherwise provided to permanent civil service employees pursuant to the County Charter, the County Code, the Civil Service Rules, the Sacramento county Employees' Retirement System and/or any and all memoranda of understanding between ACRPD and its employee organizations. Should FECRPD or any employee or agent of FECRPD seeks to obtain such benefits from ACRPD, FECRPD agrees to indemnify and hold harmless ACRPD from any and all claims that may be made against ACRPD for such benefits.

X. CONFLICT OF INTEREST

FECRPD and their officers and employees shall not have a financial interest, or acquire any financial interest, direct or indirect, in any business, property or source of income which could be financially effected by or otherwise conflict in any manner or degree with the performance of services required under this Agreement.

XI. NONDISCRIMINATION IN EMPLOYEMENT, SERVICES, BENEFITS AND FACILITIES

- A. FECRPD agrees and assumes ACRPD and any subcontractors shall comply with all applicable federal, state and local anti-discrimination laws, regulations, and ordinances and to not unlawfully discriminate, harass, or allow harassment against any employee, applicant for employment, employee or agent of ACRPD, or recipient of services contemplated to be provided or provided under this Agreement, because of race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age (over 40), medical condition, or physical or mental disability. FECRPD shall ensure that the evaluations and treatment of its employees and applicants for the employment the treatment of ACRPD employees and agents, and recipients of services are free from such discrimination and harassment.
- B. FECRPD represents that it is in compliance with and agrees that it will continue to comply with all equal employment laws including, but not limited to Title VII of the Civil Rights Act of 1964 (42 USC 2000 et seq.) the Americans with Disabilities ACT of 1990 (42 U.S.C. 12101 et seq.), the Fair Employment and Housing Act (Government Code 12900 et seq.), and regulations and guidelines issued pursuant thereto.
- C. FECRPD agrees to compile data, maintain records and submit to permit effective enforcement of all applicable antidiscrimination laws and this provision.
- D. FECRPD shall include this nondiscrimination provision in all subcontracts related to this Agreement.

XII. INDEMNIFICATION

To the fullest extent permitted by law, FECRPD shall indemnify, defend, and hold harmless ACRPD and the County of Sacramento, their governing Boards, officers, directors, officials, employees, and authorized volunteers and agents, (individually "Indemnified Party" and collectively "Indemnified Parties"), from and against any and all claims, demands, actions, losses, liabilities, damages, and all expenses and costs incidental thereto (collectively "Claims"), including cost of defense, settlement, arbitration, expert fees, and reasonable attorneys' fees, resulting from injuries to or death of any person, including employees of either party hereto, and damage to or destruction of any property, or loss of use or reduction in value thereof, including the property of either party hereto, and recovery of monetary losses incurred by the Indemnified Parties directly attributable to the performance of FECRPD, arising out of, pertaining to, or

resulting from the acts or omissions of FECRPD, its officers, employees, or agents, or the acts or omissions of anyone else directly or indirectly acting on behalf of FECRPD, or for which FECRPD is legally liable under law except only such injury, death, or damage, to the extent it is caused by the negligence of an Indemnified Party. FECRPD shall not be liable for Claims caused by the sole negligence or willful misconduct of an Indemnified Party.

The provisions contained herein include any violation of applicable law, ordinance, regulation or rule, including where the claim, loss, damage, charge or expense was caused by deliberate, willful, or criminal acts of FECRPD or any of its agents, officers, employees, or volunteers in its or their performance hereunder.

The right to defense and indemnity under this Section arises upon occurrence of an event giving rise to a Claim and, thereafter, upon tender in writing to FECRPD. FECRPD shall defend the Indemnified Parties with counsel reasonably acceptable to Indemnified Parties. Notwithstanding the foregoing, the Indemnified Parties shall be entitled, on their own behalf, and at the expense of FECRPD, to assume control of their defense or the defense of an Indemnified Party in any legal action, with counsel reasonably selected by the Indemnified Parties. Should the Indemnified Parties elect to initially assume control of their defense, or the defense of any Indemnified Party, they do so without prejudice to their right to subsequently request that FECRPD thereafter assume control of the defense and pay all reasonable attorneys' fees and costs incurred thereby.

This indemnity shall not be limited by the types and amounts of insurance or self-insurance maintained by the Contractor or the Contractor's Subcontractors.

Nothing in this Indemnity shall be construed to create any duty to, any standard of care with reference to, or any liability or obligation, contractual or otherwise, to any third party.

The provisions of this Indemnity shall survive the expiration or termination of the Agreement.

XIII. INSURANCE

Without limiting FECRPD's indemnification, they shall maintain in force at all times during the term of this Agreement and any extensions or modification thereto, insurance as specified in Exhibit A. It is the responsibility of FECRPD to notify its insurance advisor or insurance carries regarding coverage, limits, forms and other insurance requirements specified in Exhibit A. It is understood and agreed that ACRPD shall not pay any sum to FECRPD under this agreement unless and until ACRPD is satisfied, by receipt of a copy of the policy or Certificate of Insurance, that all insurance required by this Agreement are in force at the time services hereunder are rendered.. Failure to maintain insurance as required in this Agreement may be grounds for material breach of this Agreement.

XIV. COMPENSATION AND PAYMENT OF INVOICES LIMITATIONS

A. Compensation under this Agreement is as follows:

1. ACRPD agrees to compensate FECRPD for all Park Police hours necessary to respond to and resolve calls for law enforcement services requested by ACRPD and/or the general public, at the **rate of \$65.00 per hour**, per Park Police Officer, including their use of a police vehicle.
 2. In the case of "Special or Rental Events", a patrol vehicle will be included with one and/or two officers. The rate charged will be **\$70.00 per hour, per officer**.
- B. Invoices shall be submitted to ACRPD no later than the fifteenth (15th) day of each month following the invoice period and ACRPD shall pay FECRPD within thirty (30) days after receipt of an appropriate and correct invoice.
- C. FECRPD shall maintain for four (4) years following termination of this agreement full and complete documentation of all services and expenditures associated with performing the services covered under this Agreement. Expense documentation shall include: time sheets or payroll records for each employee; receipts for supplies; applicable subcontract expenditures; and, applicable overhead and indirect expenditures.
- D. In the event FECRPD fails to comply with any provisions of this Agreement, ACRPD may withhold payment until such non-compliance has been corrected.

XV. SUBCONTRACTS ASSIGNMENT

- A. FECRPD shall obtain prior written approval from ACRPD before subcontracting any of the services delivered under this agreement. FECRPD remains legally responsible for the performance of all contract terms including work performed by third parties under subcontracts. Any subcontracting will be subject to all applicable provisions of this Agreement. FECRPD shall be held responsible by ACRPD for the performance of any subcontractor whether approved by ACRPD or not. Failure to obtain the prior written approval from ACRPD prior to subcontracting any of the services required under this Agreement shall be considered a material breach of this Agreement.
- B. This Agreement is not assignable by FECRPD in whole or in part, without the prior written consent of ACRPD.

XVI. AMENDMENT AND WAIVER

Except as provided herein, no alteration, amendment, variation, or waiver of the terms of this Agreement shall be valid unless made in writing and signed by both parties. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent, or any other right hereunder.

No interpretation of any provision of this Agreement shall be binding upon ACRPD unless agreed in writing by ACRPD's Administrator and counsel for ACRPD.

XVII. SUCCESSORS

This Agreement shall bind the successors of ACRPD and FECRPD in the same manner as if they were expressly named.

XVIII. TIME

Time is of the essence of this Agreement.

XIX. INTERPRATION

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

XX. DISPUTES

In the event of any dispute arising out of or relating to this Agreement, the parties shall attempt, in good faith, to promptly resolve the dispute mutually between them-selves. Pending resolution of any such dispute, FECRPD shall continue without delay to carry out all its responsibilities under this Agreement unless the Agreement is otherwise terminated in accordance with the Termination provisions herein. ACRPD shall not be required to make payments for any services that are the subject of this dispute resolution process until such dispute has been mutually resolved by the parties. If the dispute cannot be resolved within 15 calendar days of initiating such negotiations or such other time period as may be mutually agreed to by the parties in writing, either party may pursue its available legal and equitable remedies, pursuant to the laws of the State of California. Nothing in this Agreement or provision shall constitute a waiver of any of the government claim filing requirements set forth in Title 1, Division 3.6, of the California Government Code or as otherwise set forth in local, state and federal law.

XXI. TERMINATION

- A. Either party may terminate this Agreement without cause upon forty-five (45) days written notice to the other party. Notice shall be deemed served on the date of receipt.
- B. ACRPD may terminate this Agreement for cause immediately upon giving written notice to FECRPD should FECRPD materially fail to perform any of the covenants contained in this Agreement in any time or manner specified.
- C. FECRPD shall not incur any expenses under this Agreement after notice of termination and shall cancel any outstanding expenses' obligations to a third party that FECRPD can legally cancel.

REPORTS

CONTRACTOR shall, without additional compensation therefor, make fiscal, program evaluation, progress, and such other reports as may be reasonably required by DIRECTOR concerning CONTRACTOR's activities as they affect the contract duties and purposes herein. COUNTY shall explain procedures for reporting the required information.

XXII. AUDITS AND RECORDS

Upon ACRPD's request, ACRPD or its designee shall have the right at reasonable times and intervals to audit, at FECRPD's premises, FECRPD's financial and program records as ACRPD deems necessary to determine FECRPD's compliance with legal and contractual requirements and the correctness of claims submitted by FECRPD. FECRPD shall maintain such records for a period of four years following termination of the Agreement, and shall make them available for copying upon ACRPD's request at FECRPD expense. ACRPD shall have the right to withhold any payment under this Agreement until FECRPD has provided access to FECRPD's financial and program records related to this Agreement.

XXIII. PRIOR AGREEMENTS

This Agreement constitutes the entire contract between ACRPD and FECRPD regarding the subject matter of this Agreement. Any prior agreements, whether oral or written, between ACRPD and FECRPD regarding the subject matter of this Agreement are hereby terminated effective ~~June 30, 2020~~ ²⁰²¹ upon full execution of this Agreement.

SEVERABILITY

If any term or condition of this Agreement or the application thereof to any person(s) or circumstance is held invalid or unenforceable, such invalidity or unenforceability shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Agreement are declared severable.

FORCE MAJEURE

Neither CONTRACTOR nor COUNTY shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism, or other disasters, whether or not similar to the foregoing, and acts or omissions or failure to cooperate of the other party or third parties (except as otherwise specifically provided herein).

XXIV. SURVIVAL OF TERMS

All services performed and deliverables provided pursuant to this Agreement are subject to all of the terms, conditions, price discounts and rates set forth herein, notwithstanding the expiration of the initial term of this Agreement or any extension thereof. Further, the terms, conditions and warranties contained in this Agreement that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Agreement shall so survive.

XXV. DUPLICATE COUNTERPARTS

This Agreement may be executed in duplicate counterparts. The Agreement shall be deemed executed when it has been signed by both parties. Signatures scanned and transmitted electronically shall be deemed original signatures for purposes of this Agreement, with such scanned signatures having the same legal effect as original signatures. This Agreement may be executed through the use of an electronic signature and will be binding on each party as if it were physically executed.

XXVI. AUTHORITY TO EXECUTE


Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement for or on behalf of the parties to this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized.

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



James R. Brown
Chief of Police

06/10/2021
Date



Emily Ballus
FEC District Administrator

06/16/2021
Date

~~Kim Cook~~

~~ACRPD District Administrator~~

Date

Fulton-El Camino Park Police Department Insurance Requirements

Without limiting FECRPD's indemnification, FECRPD shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the FECRPD, his agents, representatives or employees. ACRPD shall retain the right at any time to review the coverage, form, and amount of the insurance required hereby. If in the opinion of the County's Risk Management Office the insurance provisions in these requirements do not provide adequate protection for ACRPD and for members of the public, ACRPD may require FECRPD to obtain insurance sufficient in coverage, form and amount to provide adequate protection. ACRPD's requirements shall be reasonable but shall be imposed to assure protection from and against the kind and extent of risks that exist at the time a change in insurance is required.

Verification of Coverage

ACRPD may obtain verification of coverage by contacting the California Association-Park and Recreation by calling (916) 722-5550 or mailing a request to 6341 Auburn Blvd., Ste (a) Citrus Heights, CA 95621. ACRPD may approve self-insurance programs in lieu of required policies of insurance if, in the opinion of the Risk Manager, the interests of ACRPD and the general public is adequately protected.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. GENERAL LIABILITY: Insurance Services Office's Commercial General Liability occurrence coverage form CG 0001. Including, but not limited to Premises/Operations, Products/Completed Operations, and Personal & Advertising Injury, without exclusions or limitations unless approved by County Risk Management Office.
2. AUTOMOBILE LIABILITY: Insurance Services Office's Commercial Automobile Liability coverage form CA 0001, auto coverage symbol "1" (any auto). If there are no owned or leased vehicles, symbols 8 and 9 for non-owned and hired autos shall apply.
3. WORKERS' COMPENSATION: Statutory requirements of the State of California and Employer's Liability Insurance.
4. UMBRELLA or Excess Liability policies are acceptable where the need for higher liability limits is noted in the Minimum Limits of Insurance and shall provide liability coverage that at least follows from over the underlying insurance requirements where necessary for Commercial General Liability, Automobile Liability, Employers' Liability, and any other liability coverage designated under the Minimum Scope of Insurance.
5. PROFESSIONAL LIABILITY or Errors and Omissions Liability insurance.

Minimum Limits of Insurance

FECRPD shall maintain limits no less than:

- 1. General Liability shall be on an Occurrence basis (as opposed to Claims Made basis). Minimum limits and structure shall be:

General Aggregate:	\$5,000,000
Products Comp/Op Aggregate:	\$5,000,000
Personal & Adv. Injury:	\$1,000,000
Each Occurrence:	\$5,000,000

- 2. Automobile Liability: \$2,000,000 Combined Single Limit per accident for bodily injury and property damage.
- 3. Workers' Compensation: Statutory.
- 4. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
- 5. Professional Liability or Errors and Omissions Liability: \$5,000,000 per claim and aggregate.

Deductibles and Self-Insured Retention

Any deductibles or self-insured retention must be declared to and accepted by ACRPD.

Claims Made Professional Liability Insurance

If professional liability coverage is written on a Claims Made form:

- a. The "Retro Date" must be shown, and must be on or before the date of the agreement or the beginning of Agreement performance by FECRPD.
- b. Insurance must be maintained and evidence of insurance must be provided for at least one (1) year after completion of the Agreement.
- c. If coverage is cancelled or non-renewed, and not replaced with another claims made policy form with a "Retro Date" prior to the contract effective date, FECRPD must purchase "extended reporting" coverage for a minimum of one (1) year after completion of the Agreement.

Other Insurance Provisions

The insurance policies required in this Agreement are to contain, or be endorsed to contain, as applicable, the following provisions:

- 1. **ADDITIONAL INSURED STATUS:** ACRPD and the County of Sacramento, their respective governing boards, officers, directors, employees and authorized agents and volunteers are to be endorsed as additional insureds as respects: liability arising out of activities performed

by or on behalf of the FECRPD; products and completed operations of the FECRPD; premises owned, occupied or used by the FECRPD; or automobiles owned, leased, hired or borrowed by the FECRPD. The coverage shall contain no endorsed limitations on the scope of protection afforded to Regional San and the County of Sacramento, their respective governing boards, officers, directors, employees and authorized agents and volunteers. Applicable to General Liability and, Auto Liability Policies.

The additional insured endorsement to the general liability policy shall be provided by issuance of both ISO Form CG 2010 1001 and ISO Form CG 2037 1001 additional insured endorsements, or such other endorsement or coverage form as acceptable to the Risk Management Department.

2. **PRIMARY INSURANCE:** For any claims related to this agreement, the FECRPD's insurance coverage shall be endorsed to be primary insurance as respects ACRPD and the County of Sacramento, their respective governing boards, officers, directors, employees and authorized agents and volunteers. Any insurance or self-insurance maintained by ACRPD or the County of Sacramento, their respective governing boards, officers, directors, officials, employees, and authorized agents and volunteers shall be excess of the FECRPD's insurance and shall not contribute with it. This is applicable to General Liability and Auto Liability policies.
3. **FAILURE TO COMPLY:** Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to ACRPD and the County, their respective governing boards, officers, directors, officials, employees, agents or volunteers. Applies to policies in which ACRPD and the County are named as an additional insured.
4. **SEVERABILITY OF INTEREST:** FECRPD's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. This is applicable to General Liability and Auto Liability policies.
5. **MAINTENANCE OF INSURANCE COVERAGE:** The FECRPD shall maintain all insurance coverages in place at all times and provide Regional San with evidence of each policy's renewal within ten (10) days of its anniversary date. FECRPD is required by this Agreement to immediately notify Regional San if they receive a communication from their insurance carrier or agent that any required insurance is to be canceled, non-renewed, reduced in scope or limits or otherwise materially changed.


FECRPD shall provide evidence that such cancelled or non-renewed or otherwise materially changed insurance has been replaced or its cancellation notice withdrawn without any interruption in coverage scope or limits. Failure to maintain required insurance in force shall be considered a material breach of the Agreement. Applicable to all policies.

6. **WORKERS' COMPENSATION WAIVER OF SUBROGATION:** The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against ACRPD and the County, their respective governing boards, officers, directors, employees and authorized agency and volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by the FECRPD.

7. **PROFESSIONAL LIABILITY:** PROFESSIONAL LIABILITY PROVISION: Any professional liability or errors and omissions policy required hereunder shall apply to any claims, losses, liabilities, or damages, demands, and actions arising out of or resulting from professional services provided under this Agreement.

ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than **A-VII**. The County Risk Manager may waive or alter this requirement, or accept self-insurance in lieu of any required policy of insurance if, in the opinion of the Risk Manager, the interests of Regional San and the general public are adequately protected.
8. **SUBCONTRACTORS:** FECRPD shall require all subcontractors to maintain adequate insurance. Subcontractors shall name FECRPD as additional insured on their General Liability policies. FECRPD shall maintain copies of certificates of insurance and additional insured endorsements as provided by FECRPD's subcontractors. All coverage's for subcontractors shall be subject to all of the requirements stated herein.
9. **NOTIFICATION OF CLAIM:** If any claim for damages is filed with FECRPD or if any lawsuit is instituted against FECRPD, that arise out of or are in any way connected with FECRPD's performance under this Agreement and that in any way, directly or indirectly, contingently or otherwise, affect or might reasonably affect ACRPD and County, FECRPD shall give prompt and timely notice thereof to ACRPD and County. Notice shall not be considered prompt and timely if not given within thirty (30) days following the date of receipt of a claim or ten (10) days following the date of service of process of a lawsuit.

Arcade Creek Recreation and Park District

Meeting Date July 15, 2021		Item # 6 b
Subject: County of Sacramento seeking a Representative from Special Districts, for the Sacramento County Treasury Oversight Committee.		
Initiated or requested by <input type="checkbox"/> Board <input type="checkbox"/> Staff <input checked="" type="checkbox"/> Other	Item Type <input type="checkbox"/> Informational <input type="checkbox"/> Direction <input checked="" type="checkbox"/> Action	Report coordinated or prepared by  Alex Vassar, Interim General Manager
Objective Determine if a member of the ACRPD Board should be nominated for a position on the Sacramento County Treasury Oversight Committee.		
Background The Sacramento County Treasury Oversight Committee is a ten-member board who <ol style="list-style-type: none"> 1) review of the Annual Investment Policy of the Pooled Investment Funds; 2) quarterly review of investments; and 3) causation of an annual audit of the Pooled Investment Fund portfolio. 		
Analysis The County of Sacramento is seeking applicants to fill a "Special District" representative position on the Committee. They have requested that ACRPD nominate a member if we so choose.		
Budget/Cost Information None, except possibly helping Sacramento invest well.		
Proposed Action Nominate a member of the Board, for example our esteemed Treasurer (and financial guru) Amanda Gualderama, for the position on the Treasury Oversight Committee.		
Alternative Actions Decline to nominate a member.		
Coordination and Review None.		Attachment(s) Item dated June 4, 2021, received from County of Sacramento

Department of Finance

Ben Lamera
Director



County of Sacramento

Divisions

Administration
Auditor-Controller
Consolidated Utilities Billing & Service
Investments
Tax Collection & Business Licensing
Treasury

June 4, 2021

To: Special District Pooled Investment Fund Participant Agency Board Chairs

Subject: **ELECTION OF THE SPECIAL DISTRICTS REPRESENTATIVE FOR THE SACRAMENTO COUNTY TREASURY OVERSIGHT COMMITTEE**

Dear Board President:

On February 27, 1996, the Board of Supervisors established the Sacramento County Treasury Oversight Committee by Resolution #96-0163, as required by Government Code Section 27131. The code allows the Board of Supervisors, in consultation with the Director of Finance, to establish a committee composed of three to eleven members. The committee established by the Board consists of ten members, one of whom represents special districts with funds in the County Treasury. Ms. Amanda Thomas has represented the special districts in this position since 2019. Because she resigned from this position on May 12, 2021, a new election must be held.

The following outlines the duties, qualifications, and restrictions for Committee members:

The duties of the Committee are established under the Government Code Sections 27132, et. seq. These duties include review of the Investment Policy of the Pooled Investment Fund, quarterly review of investments, and to cause an annual audit of the portfolio. The Committee may neither direct individual investments nor infringe upon the day-to-day operations of the County Treasury.

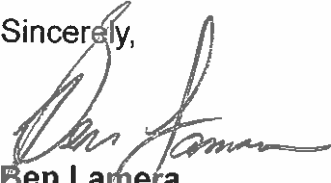
The position requires academic or practical experience in public finance. The term of appointment is normally three years. Members of the Treasury Oversight Committee: 1) may not be employed by any entity that has either contributed to a campaign of a candidate for the office of local treasurer or contributed to the campaign of a candidate to be a member of a legislative body of any agency that has money deposited in the County Treasury in the previous three years or during the period that the employee is a member of the Committee; 2) may neither directly nor indirectly raise money for a candidate for either local Treasurer or a member of the governing board of any local agency that has money deposited in the County Treasury; and 3) may neither secure employment with nor be employed by bond underwriters, bond counsel, security brokerages or dealers, or financial services firms, with whom the Treasurer is doing business either as a member of the Committee or for one year after leaving the Committee. Members must file a Statement of Economic Interests (Form 700) upon assuming office and annually thereafter and must complete at least two hours of training in general ethics principles and ethics law every two years.

Attached is the Treasury Oversight Committee Fact Sheet. We request that your District's governing board provide us with a nomination by July 16, 2021. Individuals nominated must meet the criteria on the Fact Sheet. Please include a resume and one-paragraph candidate statement for the nominee.

On July 23, 2021, a ballot will be mailed to you listing the nominations. Ballots must be returned to us no later than August 30, 2021, at 5 p.m. We will then tabulate the ballots and notify you by mail on September 6, 2021, of the election results. A run-off election will be held if the vote is tied. We expect the elected Special Districts Representative to the Treasury Oversight Committee to be ratified by the Board of Supervisors on October 19, 2021. We look forward to working with the representative elected to fill this position.

If you have any questions, please call Bernard Santo Domingo, Chief Investment Officer, at (916) 874-7320.

Sincerely,



Ben Lamera
Director of Finance

Enclosure

TREASURY OVERSIGHT COMMITTEE FACT SHEET

CONTACT PERSON

Bernard Santo Domingo, Chief Investment Officer, (916) 874-7320

DUTIES

The County Board of Supervisors created the Treasury Oversight Committee (the "Committee") on February 27, 1996 in accordance with Government Code Section 27131. The Committee is responsible for reviewing the quarterly Pooled Investment Fund reports, monitoring and reviewing the County Treasurer's annual Investment Policy, and causing an annual audit of the Pooled Investment Fund portfolio. The Committee is advisory and does not direct individual investment decisions, select investment advisors, brokers, or dealers, or impinge on the day-to-day operations of the county treasury.

MEMBERSHIP

County Director of Finance
Board of Supervisors Representative
Superintendent of Schools Representative
School & Community College Districts Representative
Special Districts Representative
Public Members: 5 Members

TERM

Term of Office
Term of Office
Term of Office
Three-year elected term, may be reelected
Three-year elected term, may be reelected
Three-year appointment, may be reappointed

QUALIFICATIONS

A majority of public members must have expertise or an academic background in public finance. The other public members shall be economically diverse and bipartisan in political registration. All other members must have expertise or academic background in public finance. Members must file a Statement of Economic Interests (Form 700) within 30 days of assuming office and file annually thereafter.


RESTRICTIONS

- 1) A member may not be employed by any entity that has, in the previous three years or during the period that the employee is a member of the Committee, contributed to the campaign of a candidate for either the office of local treasurer or the legislative body of any agency that has deposited funds in the County Treasury.
- 2) A member may not, directly or indirectly, raise money for a candidate for either local treasurer or a member of the governing board of any local agency that has deposited funds in the County Treasury.
- 3) A member may not secure employment with or be employed by bond underwriters, bond counsel, security brokerages or dealers, or financial services firms with whom the Treasurer is doing business either as a member of the Committee or for one year after leaving the Committee.

MEETINGS

The meetings are scheduled for the third Friday of the second month following the end of each quarter. Meetings are held at the County of Sacramento Administration Building, 700 H Street, Hearing Room One, Sacramento, CA 95814.

Arcade Creek Recreation and Park District

Meeting Date July 15, 2021		Item # 6 c
Subject: Restarting the renting of district facilities for private classes.		
Initiated or requested by <input type="checkbox"/> Board <input type="checkbox"/> Staff <input checked="" type="checkbox"/> Other	Item Type <input type="checkbox"/> Informational <input type="checkbox"/> Direction <input checked="" type="checkbox"/> Action	Report coordinated or prepared by  Alex Vassar, Interim General Manager
Objective Determine if, when, and how the district the district will begin offering district facilities for use by private parties to offer classes.		
Background In January 2020, due to the passage of AB-5 (a new law relating to contracted services), ACRPD was no longer able to offer classes in the way that he previously had. We were not able to restart classes prior to the COVID lockdown in March 2020.		
Analysis		
Budget/Cost Information Minor costs/Minor revenues.		
Proposed Action 1) Determine if it is an appropriate time to begin renting indoor facilities. 2) Determine the requirements/process for approving classes. 3) Determine cost for facilities rental.		
Alternative Actions Defer this activity.		
Coordination and Review Coordination with district counsel.		Attachment(s) List of current prices for rental of ACRPD facilities.



FACILITY RENTAL FEE SCHEDULE AS OF 04/01/2020

Herzog Community Center @ HSP	Studio Rental Fee Long-Term use	Mon -Thurs 1-time use	Mon - Thurs Non-profit 1-time use	Private Event Rentals 1-time use	Non-profit Rentals evening & weekends 1-time use	Holidays
Maple Room (lg.)	\$25/hr.	\$55/hr.	\$30/hr.	\$75/hr.	\$40/hr.	\$150/hr.
Oak Room (sm.)	\$20/hr	\$40/hr.	\$20/hr.	\$55/hr.	\$30/hr.	\$150/hr.
Outside Activity Space	\$15/hr \$20/hr w/ lights	-na-	-na-	-na-	-na-	-na-

- Refundable \$300.00 damage security deposit payable at the time of rental.
- Activity Space requires an executed contract and liability insurance policy on file with the Park District for activities with ten (10) or more people on an ongoing basis.

Facility/Location	Fees	Special Conditions/Requirements
Oakdale Gym	\$45/hr. all uses	Refundable \$300.00 damage security deposit payable at the time of rental.
Soccer Fields (Games)	\$60/4 hrs. \$120/8 hrs. \$15/hr. additional time after 8 hours	Minimum rental is four hours. Refundable \$120.00 /season damage security deposit payable at the time of rental. Renter is responsible for marking of field(s)
Soccer Fields (Practice) Mon – Thur Only	\$15/hr. Adult Teams \$5/hr. Youth Teams	Adult is 18 and older. Refundable \$120.00 season damage security deposit payable at the time of rental. This is waived if the organization also rents the fields for game play.
Group Picnic Area (GPA) @ HSP Arcade Creek Park Picnic Shelter	\$100/day \$50/day Non-Profit	Refundable \$120.00 damage security deposit payable at the time of rental - *And/or for the use of a Bounce House. Bounce Houses, and other portable play units require a Certificate of Insurance with an Endorsement of additional insured
Picnic Areas Hamilton Street Park Oak Grove & South Lawn	\$10/hr. \$5/hr. Non-Profit	Deposits not required unless portable play units etc. are being brought to reserved picnic area(s) – otherwise deposit is required -Refundable \$100.00 damage deposit is payable at time of rental - *And/or for the use of a Bounce House. Bounce Houses, and other portable play units require a Certificate of Insurance with an Endorsement of additional insured.

***Bounce Houses require proof of insurance!**