



**CAMERON PARK COMMUNITY SERVICES DISTRICT**

2502 Country Club Drive  
Cameron Park, CA 95682  
(530) 677-2231 Phone  
(530) 677-2201 Fax  
[www.cameronpark.org](http://www.cameronpark.org)

# **AGENDA**

Regular Board of Directors Meetings are held  
Third Wednesday of the Month

**REGULAR BOARD MEETING**  
**Wednesday, February 17, 2021**  
**6:30 p.m.**

**TELECONFERENCE ZOOM MEETING**  
**<https://us02web.zoom.us/j/85346256061>**

**Meeting ID: 853 4625 6061**

(Teleconference/Electronic Meeting Protocols are attached)

The Board will convene into Closed Session after Board Information Items.

## **Board Members**

Eric Aiston	President
Felicity Carlson	Vice President
Sidney Bazett	Board Member
Monique Scobey	Board Member
Ellie Wooten	Board Member

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# AGENDA

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## **CALL TO ORDER**

1. Roll Call
  2. Pledge of Allegiance
- 

*Public testimony will be received on each agenda item as it is called. Principal party on each side of an issue is allocated 10 minutes to speak, individual comments are limited to 3 minutes except with the consent of the Board; individuals shall be allowed to speak on an item only once. Members of the audience are asked to volunteer their name before addressing the Board. The Board reserves the right to waive said rules by a majority vote.*

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## **ADOPTION OF THE AGENDA**

*The Board will make any necessary additions, deletions, or corrections to the Agenda and motion to adopt the Agenda.*

3. Adopt the Agenda
- 

## **RECOGNITIONS AND PRESENTATIONS**

*Board of Directors expresses appreciation to members of the community, District staff, or the Board for extra efforts as volunteers, committee members or community-minded citizens.*

- *Presentation by Concerned Citizens of Cameron Park – Hope Leja*
- 

## **OPEN FORUM FOR NON-AGENDA ITEMS**

*Members of the public may speak on any item not on the agenda that falls within the jurisdiction of the Board of Directors.*

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## **APPROVAL OF CONSENT AGENDA**

*The following Consent Agenda items are considered routine and will be acted upon by the Board without discussion with one vote. Any item may be removed from the Consent Agenda by a Board member or a member of the audience and placed under General Business #11 to be discussed and acted upon individually.*

4. Conformed Agenda – Board of Directors Meeting January 20, 2021
  5. **Receive and File** General Manager's Report
  6. **APPROVE** Policy 4061 Architectural Review Committee
  7. **APPROVE** Resolution 2021-01 Budget Allocation for Agreement between DTA and Cameron Park Community Services District for a User Fee Study
  8. **APPROVE** Resolution 2021-02 Agreement between Twin Rivers Architects and Cameron Park Community Services District for Architect Services for Fire Station 88 Remodel
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# AGENDA

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9. **APPROVE** Resolution 2021-03 Budget Allocation for Repairs to Pool Heater & Pool Lights; and **APPROVE** Lincoln Aquatics as Vendor for Pool Heater
  10. **APPROVE** Resolution 2021-04 Authorizing State Park Program (Proposition 68 Competitive) Grant Application
- 

## **GENERAL BUSINESS**

*For purposes of the Brown Act §54954.2 (a), items below provide a brief description of each item of business to be transacted or discussed. Recommendations of the staff, as shown, do not prevent the Board from taking other action.*

11. Items removed from the Consent Agenda for discussion
  12. **APPROVE** Resolution 2021-05 Power Purchase Agreement between Brighton Energies and Cameron Park Community Services District
  13. **RECEIVE** and **FILE** Year End FY19-20 Fiscal Report (Pre-Audit) for General Fund, Fund 01.
  14. **APPROVE** Cameron Park Community Services District 2021 Work Plan
- 

## **BOARD INFORMATION ITEMS**

*At this time, the Board and staff are provided the opportunity to speak on various issues. Direction by the President may be given; however, no action may be taken unless the Board agrees to include the matter on a subsequent agenda.*

15. General Matters to/from Board Members and Staff
    - Upcoming Trainings & Community Meetings
      - How to Complete Your Form 700 (Webinar) – February 22, 2021
  16. Committee Reports
    - a. Budget & Administration
    - b. Covenants, Conditions & Restrictions (CC&R)
    - c. Fire & Emergency Services
    - d. Parks & Recreation
- 

## **PUBLIC COMMENT**

*At this time, members of the public may speak on any closed session agenda item. Closed sessions may be called as necessary for personnel, litigation, and labor relations or to meet the negotiator prior to the purchase, sale, exchange, or lease of real property. Members of the public may address the Board prior to closing the meeting.*

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# AGENDA

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## **CONVENE TO CLOSED SESSION**

*The Board will recess to closed session to discuss the following item(s):*

- *Conference with Labor Negotiator, General Manager Jill Ritzman, pursuant to Government Code section 54957.6, all units.*
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## **ADJOURNMENT**

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Please contact the District office at (530) 677-2231 or [admin@cameronpark.org](mailto:admin@cameronpark.org) if you require public documents in alternate formats or accommodation during public meetings. For the public's information, we are taking email requests at [admin@cameronpark.org](mailto:admin@cameronpark.org) for future notification of Cameron Park Community Services District meetings.

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# Teleconference/Electronic Meeting Protocols

## Cameron Park Community Services District

(Effective April 2, 2020)

*WHEREAS, on March 4, 2020, Governor Newsome proclaimed a State of Emergency to exist in California as a result of the threat of COVID-19; and*

*WHEREAS, March 17, 2020, Governor Newsome issued Executive Order N-29-20 suspending parts of the Brown Act that required in-person attendance of Board members and citizens at public meetings; and*

*WHEREAS, on March 19, 2020, Governor Newsome issued Executive Order N-33-20 directing most individuals to shelter at home or at their place of residence.*

*NOW, THEREFORE, the Cameron Park Community Services District will implement the following protocols for its Board and committee meetings.*

The guidance below provides useful information for accessing Cameron Park Community Services District (“District”) meetings remotely and establishing protocols for productive meetings.

### **BOARD AND COMMITTEE MEMBERS:**

- **Attendance.** Board and Committee Members should attend District meetings remotely from their homes, offices, or an alternative off-site location. As per the Governor’s updated Executive Order N-29-20, there is no longer a requirement to post agendas at or identify the address of these locations.
- **Agendas.** Agenda packages will be made available on the District’s website. They will also be sent by email to all Board and Committee Members. Note that under the circumstances, District staff may not be able to send paper packets.
- **Board and Committee Member Participation.** Meeting Chair(s) will recognize individual Board and Committee Members and unmute their device so that comments may be heard or will read comments if they are provided in writing only.

## **PUBLIC PARTICIPATION:**

- **Attendance.** The District’s office will remain closed to the public until further notice. Members of the public will be able to hear and/or see public meetings via phone, computer, or smart device. Information about how to observe the meeting is listed on the agenda of each meeting.
- **Agendas.** Agendas will be made available on the District’s website and to any members of the public who have a standing request, as provided for in the Brown Act.
- **Public Participation.** The public can observe and participate in a meeting as follows:
  - **How to Observe the Meeting:**
    - **Telephone:** Listen to the meeting live by calling Zoom at (669) 900-6833 or (346) 248 7799. Enter the Meeting ID# listed at the top of the applicable Board or Committee agenda followed by the pound (#) key. More phone numbers can be found on Zoom’s website at <https://us04web.zoom.us/j/91011220960> if the line is busy.
    - **Computer:** Watch the live streaming of the meeting from a computer by navigating to the link listed at the top of the applicable Board or Committee agenda using a computer with internet access that meets Zoom’s system requirements (<https://support.zoom.us/hc/en-us/articles/201362023-System-Requirements-for-PC-Mac-and-Linux>)
    - **Mobile:** Log in through the Zoom mobile app on a smartphone and enter the Meeting ID# listed at the top of the applicable Board or Committee agenda.
  - **How to Submit Public Comments:**
    - **Before the Meeting:** Please email your comments to [admin@cameronpark.org](mailto:admin@cameronpark.org), with “Public Comment” in the subject line. In the body of the email, include the agenda item number and title, as well as your comments. If you would like your comment to be read aloud at the meeting (not to exceed 3 minutes at staff’s cadence), prominently write “Read Aloud at Meeting” at the top of the email. Emails running longer than the time limit will not be finished. All comments received at least 2 hours prior to the meeting on the day the meeting will be held, will be included as an agenda supplement on the District’s website

under the relevant meeting date, and provided to the Directors/Committee Members at the meeting. Comments received after that time will be treated as contemporaneous comments.

- **Contemporaneous Comments:** During the meeting, the Board President/Committee Chair or designee will announce the opportunity to make public comments. If you would like to make a comment during this time, you may do so by clicking the “raise hand” button. You will be addressed and un-muted when it is your turn to speak (not to exceed the 3 minute public comment time limit).

#### **FOR ALL PARTICIPANTS:**

- **Get Connected:** Please download Zoom application for your device and familiarize yourself with how to utilize this tool. There is no cost for using the application.
- **Ensure Quiet.** All audience members will be muted during the meeting until they are addressed by the Board/Committee as their time to speak. Please make every effort to find a location with limited ambient noise. Please turn off the ringer on your phone and other notification sounds on your devices to reduce interruptions.

We anticipate that this process of moving to remote meetings will likely include some challenges. Please bear with us as we navigate this process.



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# **CONFORMED AGENDA**

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**TELECONFERENCE ZOOM MEETING**  
**<https://us02web.zoom.us/j/83698724180>**

**Meeting ID: 836 9872 4180**

(Teleconference/Electronic Meeting Protocols are attached)

## **Board Members**

Eric Aiston	President
Felicity Carlson	Vice President
Sidney Bazett	Board Member
Monique Scobey	Board Member
Ellie Wooten	Board Member



# CONFORMED AGENDA

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## **CALL TO ORDER – 6:33 pm**

1. Roll Call – EA/FC/SB/EW/MS
  2. Pledge of Allegiance
- 

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## **ADOPTION OF THE AGENDA**

*The Board will make any necessary additions, deletions, or corrections to the Agenda and motion to adopt the Agenda.*

3. Adopt the Agenda

*Motion to adopt the Agenda.*

*FC/MS – Motion Passed  
Ayes – EA/FC/SB/MS/EW  
Noes – None  
Absent – None  
Abstain – None*

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## **OPEN FORUM FOR NON-AGENDA ITEMS**

*Members of the public may speak on any item not on the agenda that falls within the jurisdiction of the Board of Directors.*

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## **WORKSHOP #2 – Strategic Plan**

*Board of Directors will be engaged in their second Workshop for the District's 5 Year Strategic Plan. Community participation is welcomed. The Workshop will concentrate on the District's Mission, Vision and Values statements.*

- *Reviewed and Discussed the District's Mission, Vision and Values statements.*
- 

- *Took a 5 minute Recess at 8:17pm*
  - *Came back from Recess at 8:21pm*
-

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# CONFORMED AGENDA

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## APPROVAL OF CONSENT AGENDA

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4. Conformed Agenda – Board of Directors Meeting December 16, 2020
5. Conformed Agenda – Board of Directors Strategic Plan Workshop January 13, 2021
6. **Receive and File** General Manager’s Report
7. **APPROVE** Fiscal Year 2021-2022 Budget Calendar
8. **Receive and File Report Out, Closed Session December 16, 2020** Approval of Settlement Agreements, Cameron Park CSD v. Prowest PCM, Inc., El Dorado Superior Court Case No. PC20180258

- *Motion to adopt the Consent Agenda*

*FC/EW – Motion Passed  
Ayes – EA/FC/SB/MS/EW  
Noes – None  
Absent – None  
Abstain – None*

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## GENERAL BUSINESS

*For purposes of the Brown Act §54954.2 (a), items below provide a brief description of each item of business to be transacted or discussed. Recommendations of the staff, as shown, do not prevent the Board from taking other action.*

9. Items removed from the Consent Agenda for discussion
10. **APPROVE** Fiscal Year 2020-2021 Fiscal Year Mid-Year Budget Adjustments

*FC/MS – Motion Passed  
Ayes – EA/FC/SB/MS/EW  
Noes – None  
Absent – None  
Abstain – None*

# CONFORMED AGENDA

## BOARD INFORMATION ITEMS

*At this time, the Board and staff are provided the opportunity to speak on various issues. Direction by the President may be given; however, no action may be taken unless the Board agrees to include the matter on a subsequent agenda.*

### 11. General Matters to/from Board Members and Staff

- Upcoming Trainings & Community Meetings
  - Sexual Harassment Prevention Training for Supervisors (Webinar) – Tuesday, January 26, 2021
  - CSDA Gold Country Chapter Workshop Strategic Planning & Tenured Board Member discussion panel (Virtual) – January 27, 2021
  - How to Complete Your Form 700 (Webinar) – February 22, 2021
  - 2021 SDRMA Spring Education Day (Virtual) – Wednesday, March 3, 2021 & Thursday, March 4, 2021

***FC** – Very thankful for the peaceful transition of power that took place today*

***EW** – Nothing to report*

***SB** – Happy to see vaccines going out and excited to see history being made today*

***EA** – Watched the inauguration with my student and grateful for the peaceful transition of power*

***MS** – Extremely excited to see how popular the Disc Golf Course is out at the Lake, stay safe, thank you to staff.*

***MG** – The pool is going to need a new heater; researching/pricing out*

***WK** – We went through a RecTrac (registration system) update and will be having some training in February, working on getting Annual Passes available online; developing a mailer for upcoming activities; pushing our social media presence*

***JM** – Great job to everyone that is working on the Strategic Plan*

***VN** – Finance office has started working on 21/22 Budget Process*

***Fire Dept. SM, JG, KR** – Completed the Fuel Reduction Project at Royal Park and the CSD; looking into and applying for more/new grants for new equipment; received new radios; have started inspections & education on some businesses that aren't State Mandated Occupancies in some higher hazard areas*

### 12. Committee Reports

- a. Budget & Administration
- b. Covenants, Conditions & Restrictions (CC&R)
- c. Fire & Emergency Services
- d. Parks & Recreation

# CONFORMED AGENDA

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## **PUBLIC COMMENT**

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## **ADJOURNMENT – 9:16pm**

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## **Agenda Transmittal**

**DATE:** February 17, 2021

**FROM:** Jill Ritzman, General Manager

**AGENDA ITEM #5:** **GENERAL MANAGER'S REPORT**

**RECOMMENDED ACTION:** Receive and File.

Susan Settle, District receptionist for the past three years, resigned from the District for an opportunity to work for El Dorado County, a larger organization and closer to home. We all wish her well and will miss her tremendously. Susan truly increased customer service to residents with her compassion and courteous nature. A familiar face, Ashton Mellon, promoted into the position from a part-time facilities maintenance worker. Staff feels that he will carry forward in the culture Susan established for the receptionist.

Negotiations continued for the Power Purchase Agreement with Brighton Energies, and staff will be pleased to provide this opportunity for the Board's consideration at tonight's meeting.

I met with eleven individuals and small groups representing community non-profits, District employees, schools, and District partners to receive feedback for the Strategic Plan. Information gathered by staff from 24 stakeholder meetings has been integral to the Strategic Plan development process. On February 24, the Board of Directors 3<sup>rd</sup> and final Workshop will concentrate on finalizing the Mission, Vision and Values statement and identify the District's strategic issues. A draft Strategic Plan will be developed from the three Workshops and presented at the Board of Directors Regular Meeting in March for discussion.

I attended two Commission on Aging meetings in February. A special meeting was held to discuss the proposed new community center in Lake Tahoe with both City and County leaders. With the decommissioning of the current aged senior center in Lake Tahoe, the Commission wants to ensure that the new community center will address and even expand opportunities for seniors living in Lake Tahoe. I have shared our

District's experiences balancing senior programming with family, youth and adult programming at Cameron Park Community Center.

State Office of Emergency Services (OES) has provided additional comments on the Cameron Park Lake Dam Emergency Action Plan (EAP), which was adopted by the District Board of Directors in December 2019. Staff is compiling the 4<sup>th</sup> revision to the document. The EAP is advancing in the State's approval process.

I attended a CSDA Webinar about accessing federal funding for COVID impacts. CSDA continues its advocacy efforts with the federal government, which is now considering Coronavirus Relief Funding for local agencies. Staff is working to support their advocacy work.

Directors Aiston and Carlson and I met with Supervisor Turnboo to share information about the County and District's initiatives, and discuss issues of shared interest. A meeting with Supervisor Parlin is in a few days.

CSDA Gold Country Chapter hosted a virtual Workshop, topics included Strategic Planning (lead by Brent Ives) and a panel discussion with tenured Board members. The workshop was attended by new District community members on Board committees and Airpark Board members as well.

### **Administration**

The budget development process kicked off in January for Fiscal Year 2021-2022. District managers and supervisors are feeling more knowledgeable and comfortable with this process, and information derived from Abila has helped greatly. The Audit for Fiscal Year 2019-2020 is scheduled for the first week of March.

### **CC&R Department**

The CC&R and Architectural Review Committees welcomed four new community members and three returning community members. Staff developed a Community Member Orientation Handbook, similar to the New Board Member Handbook, to help educate the new volunteers about their assignments and the District in general.

The CC&R Officer is taking on a new, paid responsibility: the developer Blue Mountain Communities, has hired the District to write their CC&Rs. Interest from a 2<sup>nd</sup> developer has been expressed.

## **Fire Department**

Fire Department staff and I discussed opportunities for additional fire education signs funded by the CA Climate Investment grant. Incidents have increased by 15% for the month of January compared to the January 2020. One hundred ten COVID-19 vaccine's were issued at Station 89 to CAL FIRE employees and 10 CSD employees. More vaccinations are scheduled later this month. Interns (formerly known as Residents) returned to work as of January 25, 2021.

## **Parks & Facilities Department**

On January 22, District and CALA staff met at Cameron Park Lake to discuss the proposed Splash and Spray Playground, reviewing the proposed site at the old Swimming Lagoon. The good news is that there is infrastructure that can be re-purposed for the new water-featured playground. The 25 year old levee that separates the Swimming Lagoon and Lake is being assessed, an item that would need to be addressed whether an improvement was proposed or not.

Records search at the County and District did not reveal any CEQA documents for the proposed sports fields renovation projects, a document required by the State Grants Office. The District has hired a local firm who is researching and compiling the document now. Staff may have a CEQA document for the Board of Director's consideration at the February 24<sup>th</sup> Board meeting. This is the final document required for the sports fields renovation project grant application.

## **Recreation Department**

On-line Annual Pass sales will roll-out later this month. Recreation staff is compiling a mailer to be distributed to residents in Cameron Park later this month. The mailer will promote pass sales, summer programs and services in all District Departments.

Oak Ridge High School water polo team will be practicing at the District; El Dorado Hills CSD pool remains under construction. Staff met with Sierra Sharks and AquaSol to outline the summer pool schedule for both teams, District programming and community swim times.

Work continues on the State Park Program (Prop 68 competitive grant) for improvements at Cameron Park Lake. The grant requires a robust community outreach element, much of which has been accomplished. The March Parks and Recreation Committee will be another community meeting to gain feedback from residents.



## Agenda Transmittal

**DATE:** February 17, 2021

**FROM:** Jim Mog, CC&R Officer

**AGENDA ITEM #6:** ARCHITECTURE REVIEW POLICY

**RECOMMENDED ACTION:** APPROVE

### Introduction

The Cameron Park Community Services District's Policies and Bylaws did not recognize the role and responsibility of the Architecture Review Committee. The Architecture Review Committee is cited in most of the District's CC&Rs. The Board of Directors updated Policy 4060 – Board Committees at their December meeting to memorialize the Architecture Review Committee as a Standing Committee of the Board of Directors and to set forth an appointment process for Committee members.

### Architecture Review and CC&R Committee

The Architecture Review Committee reviewed and supported draft Policy 4061 – Architecture Review Committee at their January 19, 2021 meeting. The CC&R Committee reviewed and supported the draft Policy on February 1, 2021.

### Discussion

The CC&R Committee's 2020 Work Plan listed the development of guidelines and procedures for the Architecture Review Committee (ARC). Since the CC&R and ARC committees review projects on private properties to ensure consistency with the neighborhoods CC&Rs, it is important to have documented framework for their decisions in both policy and procedures. Policy 4061 is staff's first step towards providing comprehensive framework for ARC. Procedures will be developed later this spring.

Staff is also reviewing the CC&R Committee Handbook and will be forwarding updates to the Committee for review and support.

### Attachment

6A. Proposed Policy 4061 Architectural Review Committee



# Cameron Park Community Services District

## POLICY HANDBOOK

POLICY TITLE: Architectural Review Committee

POLICY NUMBER: 4061

- 4061.1** The Architectural Review Committee is a Standing Committee of the Board of Directors, and reports to the Covenants, Conditions and Restrictions (CC&R) Committee. The Committee is comprised of three community members.
- 4061.2** The Architectural Review Committee serves the residential community and shall have the following powers:
- 4062.1a** Review and approve, disapprove or conditionally approve all plans, submittals, applications and requests by property owners, or their agents.
  - 4062.1b** Investigate and consider the architecture, design, layout, landscaping, fence detail, and other features of the proposed improvement.
- 4061.3** The Architectural Review Committee shall follow adopted architectural rules that are consistent with the purpose and intent of in the Covenants, Conditions and Restrictions (CC&R) for the specified residential neighborhood, such as architectural design, placement of buildings, color schemes, exterior finishes and materials, fencing, landscaping and similar features which may be used in the proposed improvement project.
- 4061.4** A decision of the Architectural Review Committee may be appealed to the CC&R Committee.

Approved by the Board of Directors XXXXXXXX



## Agenda Transmittal

**DATE:** February 17, 2021

**FROM:** Sherry Moranz, Assistant Chief

**AGENDA ITEM #7:** **BUDGET ALLOCATION \$10,000 FOR AGREEMENT BETWEEN DTA AND CAMERON PARK COMMUNITY SERVICES DISTRICT FOR A USER FEE STUDY**

**RECOMMENDED ACTION: APPROVE RESOLUTION 2021-01**

### Background

A First Responder User Fee, authorized under Section 13916 of the California Health and Safety Code, is cost recovery for providing first responder Advanced Life Support Paramedic (ALS) services. The fee has become an industry standard to fund the enhanced paramedic level of service provided by engine and truck companies. Fire departments across the state, including a few in our surrounding counties, charge this fee, which is assessed to a person's health insurance company.

Property tax essentially funds fire suppression and first responder Basic Life Support (BLS) care only. The community has come to expect the ALS Paramedic level of care, which is now considered an essential public service, but without a funding source.

### Fire & Emergency Services Committee

The Fire & Emergency Services Committee discussed the proposed User Fee Study, and strategy to fund the study, and supported forwarding the item to the Board of Directors for consideration.

### Discussion

Staff is recommending that the Cameron Park Community Services District enter into an agreement with DTA to prepare a user fee study, evaluating the proposed First Responder Fee, to defray the staffing and operational costs associated with the Department's ALS Paramedic engines. The scope of services includes:

- Comparative analysis with neighboring agencies,
- Data collection and analysis regarding staffing and other response costs,
- Cost calculations for direct and indirect costs,

- Fee evaluation and cost recovery objectives.

A draft Final Report will be presented to the Fire & Emergency Services Committee for review and discussion. Based on the report outcomes, the Committee may consider forwarding to the Board of Directors for consideration.

Staff researched other firms who perform similar services, including SCI and Matrix Consulting. After discussing costs and timelines with SCI (backlogged and not available to begin work for several months, at the soonest) and Matrix Consulting (estimated costs close to \$20,000), staff is recommending entering into an agreement with DTA. This firm is immediately available and the cost of services is based on a time and materials basis, not to exceed \$10,000. Additionally, DTA is working with other agencies in our area for similar type studies and is familiar with the area and demographics, which helps to reduce costs.

The contract with DTA is within the General Manager's authority, but the Board of Directors must approve a budget allocation of \$10,000 to fund the fee study. Staff is recommending that the fee study be funded with revenues generated from the fire apparatus rental fee. Based on rentals which occurred in Fall 2020, revenues are expected to be approximately \$300,000 in Fiscal Year 2020-2021, which is \$200,00 over the budgeted amount.

#### Attachment

7A - DTA - User Fee Study

7B - Resolution 2021-01



[www.FinanceDTA.com](http://www.FinanceDTA.com)

## SCOPE OF WORK AND FEE PROPOSAL

CAMERON PARK FIRE DEPARTMENT

C/O CAL FIRE

USER FEE STUDY – FIRST RESPONDER FEE

January 20, 2021

Public Finance  
Public-Private Partnerships  
Development Economics  
Clean Energy Bonds

*Newport Beach / San Jose / San Francisco / Riverside  
Dallas / Houston / Raleigh / Tampa*



99 Almaden Blvd., Suite 875  
San Jose, CA 95113

## CAMERON PARK FIRE DEPARTMENT



### USER FEE STUDY

JANUARY 20, 2021

Prepared for:

Cameron Park Fire Department

c/o CAL FIRE

Attention: Sherry Moranz, Assistant Chief

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## **I SCOPE OF WORK**

DTA is please to submit this proposal to the Cameron Park Fire Department (the “Client” or “Department”). DTA will prepare a user fee study (“Study”) evaluating the proposed First Responder Fee to defray the staffing and operational costs associated with the Department’s Advanced Life Support (“ALS”) engines, referred to hereafter as the Department’s “services.” The scope of services herein memorializes an approach that will enable DTA to identify the “full cost of service” associated with Department services to ensure full cost recovery, determine the amounts of current fee adjustments that are justified and desired, and identify potential services for which the proposed fee may be desired. DTA will also survey surrounding communities to determine how the proposed fee level compares with that imposed by other communities. The outcome of this Study will be a defensible First Responder Fee that provides allowable cost recovery for Department services so that the General Fund is not subsidizing services to the development community and public. The fee model will be developed with the Client’s future use and sustainability in mind.

To ensure the sustainability of the Study’s findings and technical tools delivered for the Client’s future use, DTA will work with Department staff to develop a methodology for calculating the First Responder Fee using the least burdensome manner of data collection without compromising the defensibility of the results. If collecting the original data is not feasible, then the likelihood of the First Responder Fee being consistently and accurately updated is decreased.

Throughout the Study, DTA will request that various levels of Department staff provide data on, verify, or propose Department cost recovery policy and review interim findings. In evaluating the full cost of providing services, staff time information proves to be the best measurement for defensibly establishing the First Responder Fee. DTA will coordinate with key staff members who work on key services to generate self-reported time estimates. DTA and Department staff will jointly plan and prepare detailed worksheets to be completed by staff members who provide key services. The Department and Department’s leaders will need to be involved in interim review meetings to discuss full cost findings, review cost recovery goals, and discuss alternative fee structures. DTA will undertake these tasks to prepare the Study:

### **Task 1 – Comparative Analysis with Neighboring Agencies**

We will collect comparable First Responder Fee data from five (5) comparable communities in the vicinity of the Department to establish a baseline of current fee levels in surrounding communities. Where possible, DTA will prepare a table comparing similar First Responder Fees in these five (5) communities.

### **Task 2 – Data Collection and Analysis**

DTA shall coordinate with Department staff to develop a format for the survey to be completed by staff regarding the time they spend on the activity and any other tasks identified. Timekeeping data will be collected through department records, or if records are unavailable, self-reported estimates by department staff in their responses to the survey.

Self-reported estimates will be gathered through a structured data collection form. DTA will assist department staff through the completion of the form to ensure the collection of the necessary level of detail describing staff time.

### **Task 3 – Full Cost Calculations**

#### Subtask 3A – Calculate Direct Costs

Using the time and salary data gathered under Task 2, a spreadsheet outlining the direct costs of fee-generating services and activities will be created. Direct costs will be those that can be identified specifically with a particular final cost objective. Typical direct costs include the compensation of employees for the time devoted and identified specifically to the objective, cost of materials acquired, consumed, or expended, equipment and other approved capital expenditures, and travel expenses.

#### Subtask 3B – Calculate Indirect Costs

Indirect cost figures derived from the Department’s existing Cost Allocation Plan (“CAP”) or other Department data will be incorporated to identify an appropriate overhead allocation in our indirect cost calculations. Indirect costs are those incurred for a common or joint purpose benefitting more than one cost objective and not readily assignable to the cost objectives specifically benefitted.

#### Subtask 3C – Calculate the Full Cost of Service

The results of the previous subtasks will be combined to create a full cost of the fee-generating service. The full cost of service may be expressed as a flat fee, dollars per direct hour, and/or total dollars. Some or all of the following cost categories will be represented in the full cost of services:

- Overhead (departmental);
- Direct (fee-generating) service provision;
- Indirect (non-fee-generating) support activities;
- Indirect activities allocated between fee-generating and non-fee-generating work, such as paid absences and training; and
- Associated non-labor costs.

### **Task 4 – Fee Evaluation**

#### Subtask 4A – Identify Current Cost Recovery

DTA will prepare a comparison of the full costs of the First Responder fee-generating service versus the projected revenues for the current budget year and actual revenues in the prior fiscal year.

#### Subtask 4B – Formulate Cost Recovery Objectives

Since costs not recovered from fees are paid for from other revenues, such as taxes, less than full cost recovery may be justifiable due to the benefit the service provides to the



public at large based on the Department's policy or the practical consideration of whether the market can bear the full cost fee. DTA will work with Department staff to identify alternative cost recovery levels, where appropriate.

Subtask 4C – Calculate the First Responder Fee

Applying the cost recovery objectives defined above to the full cost findings in Task 3, DTA will calculate the recommended First Responder Fee.

Subtask 4D – Finalize Model for Delivery

DTA will prepare the final fee model and Study for delivery to Department staff.

**Task 5 – Draft and Final Study Reports**

Subtask 5A – Draft Study Executive Summary

DTA will prepare a Draft Study Report that documents the methods used and objectives and clearly explains the fee development approach. This report will be written at an executive level of detail summarizing the results of the Study. Study findings, conclusions, and recommendations will be submitted for Department staff review and input. Revisions will be reflected, as appropriate, to incorporate warranted changes suggested by the Client.

Subtask 5B – Final Study Executive Summary

DTA will prepare a Final Study Report based on revisions suggested by the Client. The detail of the analysis will be included as a technical appendix that will provide the background for the First Responder Fee.

## II FEE SCHEDULE

Fees for services shall be charged on an hourly basis according to the rates in the **fee schedule** below, with invoices being submitted to the Client monthly. All work shall be performed on a time and materials basis, not to exceed \$10,000 for the First Responder user fee study. Further work at that point would require additional fees. Fees for services shall be charged according to the professional services fee schedule identified in Table 1.

**Table 1: DTA's Fee Schedule**

Labor Category	Labor Rate
President/Managing Director	\$290/Hour
Senior Vice President	\$260/Hour
Vice President	\$240/Hour
Senior Manager	\$205/Hour
Manager	\$195/Hour
Senior Associate	\$185/Hour
Associate III	\$175/Hour
Associate II	\$165/Hour
Associate I	\$150/Hour
Research Associate II	\$140/Hour
Research Associate I	\$125/Hour

Out-of-pocket and administrative expenses shall be equal to 3% of DTA's billings for labor, plus travel expenses and any outside vendor payments, not to exceed \$750. All hourly rates for services apply through December 31, 2021, and are subject to a cost-of-living increase. On or about the first two weeks of each month during which consulting services are rendered hereunder, DTA shall present to the Client an invoice covering the current consulting services performed and reimbursable expenses incurred pursuant to this Notice of Authorization. Invoices shall be paid by the Client within 30 days of the date of each invoice. A 1.2% charge may be imposed monthly against accounts that are not paid within 45 days of the date of each invoice. The prevailing party in any legal action brought by one party against the other and arising out of this Consultant Agreement shall be entitled, in addition to any other rights and remedies it may have, to reimbursement for its expenses, including court costs and reasonable attorneys' fees.

### A Limitations

Attendance at any meetings, detailed written responses to resolve disputes, or preparation of more than one set of major revisions to the Draft Study Report will be classified as Additional Work and may require additional billing at hourly rates identified in Table 1 if the proposed budget has been exceeded.

Other examples of Additional Work shall include:

- Analyses of more than just one (1) fee, i.e., this current scope of work only includes evaluation of the proposed First Responder fee;
- Additional analyses based on revised assumptions requested by the Client, including possible changes once the preparation of Draft Study Report has been initiated and adjustments to assumptions once the Draft Study Report has been approved;
- Attendance at any meetings or any presentations to the Department's Committee;
- Negotiations with stakeholders once the Final Study Report has been prepared; and
- Actual implementation of a fee program.

The proposed budget assumes the review and implementation of the fee program with a schedule between initiation of services and public outreach that is no longer than six (6) months.

**RESOLUTION NO. 2021-01  
of the Board of Directors  
of the Cameron Park Community Services District  
February 17, 2021**

**RESOLUTION TO ADOPT A BUDGET ADJUSTMENT OF \$10,000  
TO GENERAL FUND (FUND 01)  
FOR A USER FEE STUDY CONSULTING AGREEMENT**

*WHEREAS*, A First Responder User Fee, authorized under Section 13916 of the California Health and Safety Code, is cost recovery for providing first responder Advanced Life Support Paramedic (ALS) services; and

*WHEREAS*, the Board of Directors is interested in seeking additional information about implementing such a fee at the Cameron Park Community Services District; and

*WHEREAS*, DTA is willing to prepare a User Fee Study, evaluating a proposed First Responder Fee, which would defray the staffing and operational costs associated with the Fire Department's Advanced Life Support Paramedic engines;

*WHEREAS*, the DTA services agreement cost will not exceed \$10,000.

*NOW, THEREFORE, BE IT RESOLVED*, that the Board of Directors of the Cameron Park Community Services District:

- Approves a Budget Adjustment to increase the Fire and Emergency Services Department Contract Services (Account 5235), funded by an increase in revenues generated by Fire Apparatus rentals (Account 4262) for \$10,000.

*PASSED AND ADOPTED* by the Board of Directors of the Cameron Park Community Services District, at a regularly scheduled meeting, held on the 17<sup>th</sup> day of February 2021, by the following vote of said Board:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

---

Director Eric Aiston, President  
Board of Directors

---

Jill Ritzman, General Manager  
Secretary to the Board



## **Agenda Transmittal**

**DATE:** February 17, 2021

**FROM:** Jed Gaines, Battalion Chief

**AGENDA ITEM #8:** **AGREEMENT BETWEEN TWIN RIVERS ARCHITECTS AND CAMERON PARK COMMUNITY SERVICES DISTRICT FOR ARCHITECT SERVICES FOR FIRE STATION 88 REMODEL**

**RECOMMENDED ACTION:** **APPROVE RESOLUTION 2021-02**

### **Introduction**

Cameron Park Community Services District (District), Fire Station 88 was originally built in 1990 to support volunteer firefighters only. In 1994 the station was staffed full time (24/7) with paid firefighters. No significant improvements have been made since construction. Currently, Station 88 is too small to support today's staffing levels and operational needs.

### **Fire & Emergency Services Committee**

The Fire & Emergency Services Committee discussed staff's recommendation and supported advancing to the Board of Directors for consideration.

### **Discussion**

Staff is recommending that the District enter into an agreement with Two Rivers Architects to design and implement improvements that will support today's staffing and operational needs. Proposed improvements are modest, working primarily within the current building footprint with a small expansion. Due to the age of the structure, architects will work early and closely with the County Planning staff regarding permitting to meet current building codes.

The scope of services includes preliminary design, engineering, construction documents, permitting, and construction administration. Fees include a \$1,000 retainer, \$2,550 for building review and preliminary design and 9.5% of the total construction costs. Actual costs of improvements have not been identified yet. The contract may exceed the General Managers purchasing authority; therefore, Board of Directors approval is recommended.

If at any time during the term of agreement with Twin Rivers, the District determines not to proceed with the improvement project, the contract can be terminated upon written notice for any reason. The District would be required to pay for rendered services, which may or may not be reimbursed by the Fire Development Impact Fees.

Staff is recommending an agreement with Twin Rivers Architects because the firm is listed on the State’s procurement list, their responsiveness to staff’s inquiries, and due to their good work for the City of Folsom. Contracts involving the acquisition of professional or specialized services, such as architectural services, are not required to be formally publicly bid (per Policy 3100.200.A). Staff solicited information two other architect firms: Perkins, Williams and Cotterill Architects and DesCor Builders. Perkins, Williams and Cotterill had similar startup costs but structure of the agreement dictated that the District choose from three initial design concepts before a fee schedule would be provided. DesCor Builders did not respond to staff’s request for information.

**Fiscal Impact**

Fire Development Impact Fees is an appropriate funding source for the proposed agreement and a possible future project, because fire protection services provided by the District expanded over the years without capital improvements to the fire station to support those enhancements. The Board of Directors approved an initial allocation of \$50,000 for improvements to Fire Station 88 in the Fiscal Year 2020-2021 Budget.

Summary – Fire Impact Fees, Fund 06

Fund Balance May 21, 2020	\$1,435,340
Allocation to Training Tower	\$578,000
Estimated Remaining Balance	\$857,340

**Conclusion**

Staff is very pleased to be addressing Fire Station 88 to bring the facility up to industry standards. Station 88 is in an important location for responding to calls within Cameron Park, and also into the Rescue area.

Attachment

8A - Twin Rivers Agreement

8B - Resolution 2021-02



## PROPOSAL for SERVICES

9 December, 2020

Project/Client:

**CAL FIRE**

**Cameron Park Fire Department**

**Amador El Dorado Unit**

**State of California**

**Cameron Park Fire Station #88 – Remodel & Addition**

2961 Alhambra Drive, Camron Park, CA

### Scopes of Services:

Provide drawings for an expansion and remodel of the Cameron Park Fire Station #88 located at 2961 Alhambra Drive, Camron Park, California. The scope of services will include; Preliminary studies of the existing facility and expansion of the building. The expansion and remodel will include expanded living quarters, Bathrooms, and Office space. This Contract includes plan review through El Dorado County and bid ready documents.  
Consultants Included: Electrical, Mechanical, Plumbing, and Structural.

### Description of Services:

#### **Phase 1: Building Review / ACAD Setup**

- A. Review existing drawings.
- B. Check building codes and zoning requirements.

#### **Phase 2: Preliminary Design - Space Planning/Concept Design**

- A. Programming meetings with the owner to review ideas and needs for this project.
- B. Provide Design Floor Plan Options That Include;
  1. Bathroom New & Existing
  2. Enlarged Dining area
  3. Office Space and entry options
  4. Combined living quarters for a minimum of 3 personnel
  5. Enclosing the existing covered entry

#### **Phase 3: Design Development with Value Engineering**

- A. Develop the chosen Floor Plan
- B. Develop the Elevations
- C. Develop the Electrical Lighting and Lower Voltage Systems
- D. Develop the Mechanical Options for Space Layout
- E. Choose Plumbing Fixtures
- F. ADA layout for the Bathroom(s)
- G. Choose Interior Materials and Colors
- H. Layout the necessary Equipment & Cabinetry
- I. Layout the Data, Telephone, Power locations
- J. Develop the Roof Plan
- K. Develop the Ceiling Plan

13405 Folsom Blvd. Bldg. 300  
Folsom, CA 95630  
Ph 358-7555 fax 358-7556  
[Larry@tworiversaia.com](mailto:Larry@tworiversaia.com)



**Phase 4: Construction Documents**

- A. **Incorporate Input**; including key client changes from the *Design Development*.
- B. **Coordinate Interior Details**; visual display for cabinets.
- C. **Final Floor Plan Drawings**
- D. **Detailed**; layouts for Kitchen equipment.
- E. **Final Elevations**; with final details and dimensions.
- F. **Final Ceiling Plan Drawings**; lighting and duct layout
- G. **Final Structural Drawings including**; foundation, roof & shear walls
- H. **Final Electrical Drawings**
- I. **Final Mechanical Drawings**
- J. **Final Plumbing Drawings**
- K. **Furniture, Colors, Coordination**

**Phase 5: Building Permit**

- A. **Submit drawings and structural calculations to the El Dorado Building Department for Permit**
- B. **Address Back-Check Comments –fees to be paid by owner.**

**Phase 6: Construction Administration**

- C. **Put the project out to bid**
- D. **Address Comments**
- E. **Open Bids and choose the low bidder**
- F. **Provide assistance with a contract for owner/ contractor**
- G. **Set up communication with the owner/Contractor/ El Dorado County**
- H. **Observe the Construction**
- I. **Address RFI's and Change Orders**
- J. **Project completion, punch list, close-out and warranties**

**Fee Schedule:** Invoices will be sent out at the completion of each phase and/or monthly based on Phase Progression. Invoices are due immediately upon submittal to the owner. The deposit is held until the end of contract and is reimbursed to the Owner once the project is complete. Two Rivers Architects reserves the right to place any project on hold for nonpayment by the Owner. Refer to the attached billing schedule for billing rates and reimbursable costs. All fees are to be paid by Owner.

<b>Phase 1:</b>	<b>Building Review / ACAD Setup</b>	<b>\$750.00</b>
<b>Phase 2:</b>	<b>Preliminary Design - Space Planning/Concept Design</b>	<b>\$1,800.00</b>
<b>Phase 3:</b>	<b>Design Development with Value Engineering and Contractor Input</b>	
<b>Phase 4:</b>	<b>Construction Documents (Billed Fully Before Submittal)</b>	
<b>Phase 5:</b>	<b>Building Permit and Bidding</b>	
<b>Phase 6:</b>	<b>Construction Administration</b>	

Phase 3 - 6

9.50% Total Cost of Construction

**Retainer for Services: \$1,000.00**

**Reimbursable:** All printing will be billed to owner at 10% above cost. Any mileage accrued will be billed at Government rates.

**Not In Contract:** Title 24 Reports, Fire Sprinkler Design, Permit and plan check fees, Interior Design/furniture ordering, Landscape Plan, and specialty cabinets, Alarms, and telecommunication.

**Limitations of Liability:**

All reports, drawings, plans, estimates, calculations, and other documents prepared by the Architect and his Consultants are instruments of service and shall remain the property of the Architect and his Consultants. PDF drawings will be provided after the construction is complete. Client agrees that the instruments of service furnished to the Client or their agents may not be used, altered, changed, or modified without the written authorization of the Architect. Client agrees in the event of unauthorized use to indemnify, defend, and hold harmless the Architect and his Consultants from any liability, costs, and expenses whatsoever which may result. The Liability of the Architect and his Consultants is limited to the agreed design fee for the work set forth in this contract. The Architect and his Consultants will not be responsible for Contractor's means, methods, techniques, sequences of construction, or the safety precautions and programs incident thereto. The Architect and his Consultants shall not be responsible for Contractor's failure to perform the work in accordance with the contract documents. Contractor and/or Client shall be responsible for informing the Architect and his Consultants of any proposed construction deviations from the contract documents. The owner will then be given a proposal for the cost of any additional work for the Architect and his Consultants caused by the proposed construction deviations as a proposed fixed fee or hourly work (rate sheet attached). The Architect and his Consultants shall not be responsible for the integrity of the existing building or any pre-existing conditions. The Architect and his Consultants shall not be responsible to verify as built drawings provided by the owner or state and local agencies.

**Other Conditions:**

The Client acknowledges that the requirements of the ADA will be subject to various and possibly contradictory interpretations. Because this is an existing building with pre-existing conditions the Architect will use his reasonable professional efforts and judgment to interpret applicable ADA requirements as they apply to the project. The Architect, however, cannot and does not warrant or guarantee the Client's project will comply with all interpretations of the ADA requirements as they apply to the project, only to the project requirements set forth by the El Dorado County.

Any additional work changes after approval and beyond this scope of services that are requested shall be agreed to in writing prior to work being performed and will be billed on an hourly basis per the attached billing schedule. Invoice for payment shall be prepared monthly based upon percentage of completion of each phase of the work or percent completed of contract total.

The fee schedule shall be as follows. Invoices will be sent out at the completion of each phase and/or monthly based on Phase Progression. Invoices are due 30 days upon submittal to the owner. If the Owner fails to make payments to the Architect in accordance with this agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this agreement. If the Architect elects to suspend services, the architect shall have no liability to the owner for delay or damage caused the owner because of such suspension of services. Nonpayment shall be treated as cancellation/termination of the contract by the Owner and will be subject to all conditions in this contract for termination/cancelation. The deposit is held until the end of contract and is reimbursed to the Owner once the project is complete.

Any transactions completed by credit card will have 3% convenience fee added to it to cover the cost of credit card processing. No timelines given to the Client/Owner, expressed or otherwise stated are guaranteed. Best efforts are always made to make deadlines, however, the Architect shall not be held liable for costs associated with delays in the architectural, engineering, permitting, or construction process.

This agreement shall be terminated upon written notice by either party for any reason. In the event of a cancellation by either party the client will be responsible for the percent of completed work of any completed work. The owner will also be responsible for any extra services and reimbursable costs done before the cancellation of the project. In the event the parties to this agreement are unable to reach a settlement of any dispute arising out of the services under this agreement, then such disputes shall be settled through either mediation or binding arbitration as agreed to by both parties. If Two Rivers Architects Inc. should institute legal proceeding to collect any and all sums due it from client, then Two Rivers Architects Inc. shall be entitled to receive all attorney's fees and court costs incurred in said legal proceeding. 1.5% per month will be added to the balance of the invoice for all accounts past 30 days.

**Proposal offered by:****Proposal accepted by:**

\_\_\_\_\_  
Signature Date  
Larry R. Washington, Architect/CEO  
*Two Rivers Architects, Inc.*  
13405 Folsom Blvd. Bldg. 300  
Folsom, CA. 95630

\_\_\_\_\_  
Authorized Signature Date  
Jed Gaines  
Battalion Chief  
CAL FIRE

13405 Folsom Blvd. Bldg. 300  
Folsom, CA 95630  
Ph 358-7555 fax 358-7556  
[Larry@tworiversaia.com](mailto:Larry@tworiversaia.com)

**HOURLY BILLING RATES- for extra services**

*Effective through December 31, 2019*

**HOURLY BILLING RATES FOR:**

Principal	\$165.00
Senior Project Architect	\$145.00
Project Architect, Designer or Planner	\$135.00
Job Captain or Construction Administrator	\$125.00
Interior Designer	\$120.00
Senior Drafter/ CAD operator	\$95.00
Junior Drafter/ CAD Operator	\$70.00
Administrative Personnel	\$55.00

RESOLUTION NO. 2021-02  
of the Board of Directors  
of the Cameron Park Community Services District  
February 17, 2021

RESOLUTION TO APPROVE TWIN RIVERS ARCHTIECTS  
FOR ARCHTIECTURAL SERVICES TO IMPROVE FIRE STATION 88

*WHEREAS*, Cameron Park Community Services District (District), Fire Station 88 was originally built in 1990 to support volunteer firefighters; and

*WHEREAS*, In 1994, Fire Station 88 was staffed full-time with paid firefighters but the District did not make any improvements to the facility; and

*WHEREAS*, the District wishes to make improvements to the station funded by the Fire Development Impact Fees and wishes to hire an architect to provide architectural services including preliminary design, engineering, construction documents, permitting, and construction administration; and

*WHEREAS*, Twin Rivers Architects is qualified and available to provide such services.

*NOW, THEREFORE, BE IT RESOLVED*, that the Board of Directors of the Cameron Park Community Services District:

- Approves Twin Rivers Architects to provide and architectural services to improve Fire Station 88; and
- Authorizes the General Manager to execute an agreement.

*PASSED AND ADOPTED* by the Board of Directors of the Cameron Park Community Services District, at a regularly scheduled meeting, held on the 17<sup>th</sup> day of February 2021, by the following vote of said Board:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

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Director Eric Aiston, President  
Board of Directors

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Jill Ritzman, General Manager  
Secretary to the Board



## Agenda Transmittal

**DATE:** February 17, 2021

**FROM:** Mike Grassle, Parks & Facilities Superintendent

**AGENDA ITEM #9:** **BUDGET ADJUSTMENT \$65,000 FOR IMPROVEMENTS TO POOL HEATER AND LIGHTS; APPROVAL OF LINCOLN AQUATICS AS VENDOR FOR POOL HEATER**

**RECOMMENDED ACTION: APPROVE RESOLUTION 2021-03**

### Introduction

The Community Pool is ten years old, and the pool mechanisms are beginning to fail. In recent weeks, half of the pool heater has failed. The average longevity for a pool heater is ten to twelve years. Replacement is identified in the Browning Reserve Study and by a pool contractor. Currently half the heater is working to heat the pool, and failure of the remaining part of the system is eminent.

In addition to the pool heater, the underwater pool lights are failing and replacement is required.

### Budget and Administration Committee

Replacing the pool heater and lights was discussed at the Budget and Administration Committee, and it was agreed that replacement of both items is necessary and that a more efficient heater is preferred. Committee members supported the funding source, understood the sole source aspect of the heater and asked that staff seek three quotes for installation.

### Discussion

Estimated project costs are provided in the chart below. Staff is requesting a \$65,000 appropriation to cover any unanticipated change orders related to the new plumbing system for the upgraded heater.

Pool Heater	\$38,146.68
Heater Installation (estimated)	\$16,315.00
Pool Lights	\$5,741.76
Total Costs (estimated)	\$60,203.44

### Pool Heater

Staff is recommending a heater that is 97% efficient, the most efficient heater available. The current heater is 83% efficient. To replace "like for like," the heater cost is \$24,000. The additional costs of \$16,000 for a 97% efficient heater will be offset by lower utility costs within three years. Estimated annual savings in utilities is \$10,000-12,000/year. Both heaters have the same estimated life-span of ten to twelve years.

Pool heaters are a unique commodity. Only one manufacturer provides almost all the pool heaters in the state for aquatic facilities; therefore the heater will be purchased from Lincoln Aquatics as a sole source per Purchasing Policy 3100(B).

Staff solicited bids for installation per the Budget and Administration Committee's request. The vendor providing the heater does not install. National Aquatic Services provided the best bid. The vendor agreement for installation is under the General Manager's purchasing authority.

### Pool Lights

Many of the pool lights (located under-water) are out, posing a safety risk due to poor visibility when swim teams practice at night. Staff sought two bids to have the fifteen lights replaced: 1) LED fixtures/bulbs, and 2) keeping the existing fixtures and replacing "like for like" bulbs. The LED project costs was \$18,345 versus the replacing "like for like" was \$5,741. Due to the small number of pool lights (only 15), and that the lights are only on in the winter for a few hours, replacing with LEDs did not make financial sense.

### Funding Source

The Facilities and Parks Capital Asset Reserves (Fund 80) is the recommended funding source for both projects. Fund 80 started Fiscal Year 2020-2021 with a Fund Balance of \$150,928, and very few projects have been appropriated for the Reserve. In addition, the recently signed settlement agreements will add additional funds to Fund 80.

### Attachments:

9A – Resolution 2021-03

9B – Lincoln Aquatics Quote, Pool Heater

9C – National Aquatic Services Quote, Installation

9D - National Aquatic Services Quote, Pool Lights

RESOLUTION NO. 2021-03  
of the Board of Directors  
of the Cameron Park Community Services District  
February 17, 2021

RESOLUTION TO ADOPT A BUDGET ADJUSTMENT OF \$65,000 FOR  
FACILITIES AND PARKS RESERVE (FUND 80)  
POOL REPAIRS; AND APPROVE LINCOLN AQUATICS  
AS VENDOR FOR POOL HEATHER

*WHEREAS*, The Cameron Park Community Services District Community Pool is ten years old, and the average longevity for a pool heater and other fixtures is ten to twelve years; and

*WHEREAS*, Investing in the District's capital assets and the keeping the pool in good repair and safe is an important objective of the Board of Directors; and

*NOW, THEREFORE, BE IT RESOLVED*, that the Board of Directors of the Cameron Park Community Services District:

- Approves a Budget Adjustment to increase the Facilities and Parks Capital Asset Reserves (Fund 80) by \$65,000.
- Approves Lincoln Aquatics as the vendor to provide the pool heater.

*PASSED AND ADOPTED* by the Board of Directors of the Cameron Park Community Services District, at a regularly scheduled meeting, held on the 17<sup>th</sup> day of February 2021, by the following vote of said Board:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

---

Director Eric Aiston, President  
Board of Directors

---

Jill Ritzman, General Manager  
Secretary to the Board



265-LINCOLN AQUATICS  
2051 COMMERCE AVE  
CONCORD, CA 94520-4901  
Phone 925-687-9500  
Fax 925-680-2825

# Quotation

<b>QUOTE #</b>	EW024266
<b>LOCATION</b>	525A
<b>DATE</b>	01/20/21
<b>PAGE</b>	1 of 1

**BILL TO**

946992  
CAMERON PARK COMM SERV DIST  
2502 COUNTRY CLUB DR  
CAMERON PARK, CA 95682-7717  
Phone 530-677-2231

**SHIP TO**

CAMERON PARK COMM SERV DIST  
2502 COUNTRY CLUB DR  
CAMERON PARK, CA 95682-7717

QUOTE DATE 01/14/21	EXPIRE DATE 02/13/21	REQUIRED DATE	REFERENCE NUMBER	PAYMENT TERMS NET 60 DAYS
WRITTEN BY 265 JAMES SETTLE(265)			CONTACT MIKE G.	SHIP VIA PREFERRED CARRIER
FREIGHT TERMS IN/OUTBOUND			JOB NUMBER	SALES REP 265 /

PRODUCT/DESCRIPTION	QUANTITY	PRICE	U/M	EXTENSION
RAY-151-0340 11932 TANKSTAT WELL ASSY KIT	1	34.00	EA	34.00
RAY-151-5322 075322 WHP1505/ WHP2005 PVC D-32 VENTING ADAPTER	1	462.00	EA	462.00
				CPN-21-686
RAY-151-2051 012051 1505- 2005 XTHERM CONDENSATE NEUTRALIZER	1	348.00	EA	348.00
				CPN-12665
RAY-15-315 G-12 P302B-2342B HI DELTA CALIFORNIA CODE CONTROL	1	344.00	EA	344.00
				CPN-21-680
RAY-15-8516 014396 P-2005A 1999K LP IID XTHERM 97% EE LOW NOX HEATER	1	34,380.00	EA	34,380.00
				CPN-21-675

<b>MERCHANDISE TOTAL</b>	<b>HANDLING</b>	<b>MISC CHARGE</b>	<b>TAX</b>	<b>FREIGHT</b>	<b>QUOTE TOTAL</b>
<b>35,568.00</b>	<b>0.00</b>	<b>0.00</b>	<b>2,578.68</b>	<b>0.00</b>	<b>38,146.68</b>

**Accepted:**

By: \_\_\_\_\_

Date: \_\_\_\_\_



National Aquatic Services, Inc.  
PO Box 2168  
Brentwood, CA 94513



02/08/2021

Cameron Park Community Services Dist.  
Attn: Michael Grassle, Parks and Facilities Superintendent  
2502 Country Club Drive  
Cameron Park, Ca. 95682

RE: Installation of a Raypak Xtherm Hi Efficient Pool Heater P-2005A

National Aquatic Services, Inc. will install the new heater that will be supplied by the Cameron Park Community Services Dist. The installation will be in accordance with the manufactures specifications and the time line set forth in the RFQ dated Feb 4<sup>th</sup>, 2021. The time line is set for 48 hours. This will require us to work two 12 hour days.

2 Day installation (12 hour days at Prevailing Wage)  
Construction Specialist Determination: NC-23-102-1-2020-2  
Electrician Determination: ELD-2020-2  
Plumber Determination: ELD-2020-2

Scope of Work:

- Shut off the pool pump. We will get the pool flow back as quick as possible while we continue working on the heater.
- Remove the existing Powermax Heater. Remove old venting, gas line at the heater, cut the pool plumbing away from the heater, and disconnect the electrical. We recycle as much of the heater as possible.
- Place new XTherm heater in the same location the old heater.
- Install new PVC venting.
- Install gas line. New galvanized gas line will be run to the appliance from the disconnection location during the demo phase.
- Re-rout the existing electrical to new heater.
- Install new 2.5" CPVC from the existing loop to the heaters. The existing heater plumbing is 2" and is too small. New isolation valves will be installed as well.
- Perform factory startup. NAS is an authorized Raypak startup and warranty partner.
- Provide training on the heaters operation.

The cost for the labor and installation materials is \$15,920.00

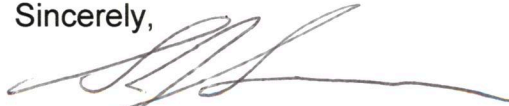
There were no permits listed in the RFP. The only permit that we could foresee is the Eldorado County Air Board permit to construct. The cost for this permit is \$395.00.

***National Aquatic Services, Inc. PO Box 2168, Brentwood, CA 94513  
Phone (925) 513-9025 Fax (925) 513-4941 CA. License 930970***

Our total proposal is \$16,315.00.

Thank you for the opportunity to provide you with this proposal.

Sincerely,



Sean Senior  
President



***National Aquatic Services, Inc. PO Box 2168, Brentwood, CA 94513  
Phone (925) 513-9025 Fax (925) 513-4941 CA. License 930970***

**National Aquatic Services, Inc.**  
**PO Box 2168**  
**Brentwood, CA 94513**



# Sales Quote

Sales Quote # SQ-3780  
 Sales Quote Date: 2/9/2021

Customer  
 Cameron Park CSD  
 Attn: Accounts Payable  
 2502 Country Club Drive  
 Cameron Park, CA 95682

Job Site  
 Cameron Park CSD  
 2502 Country Club Drive  
 Cameron Park, CA 95682

Description	Quantity	Price	Extension
<p>Installation of a Raypak Xtherm Hi Efficient Pool Heater P-2005A</p> <p>National Aquatic Services, Inc. will install the new heater that will be supplied by the Cameron Park Community Services Dist. The installation will be in accordance with the manufactures specifications and the time line set forth in the RFQ dated Feb 4th, 2021. The time line is set for 48 hours. This will require us to work two 12 hour days.</p> <p>2 Day installation (12 hour days at Prevailing Wage)            Construction Specialist Determination: NC-23-102-1-2020-2            Electrician Determination: ELD-2020-2            Plumber Determination: ELD-2020-2</p> <p>Scope of Work:</p> <ul style="list-style-type: none"> <li>- Shut off the pool pump. We will get the pool flow back as quick as possible while we continue working on the heater.</li> <li>- Remove the existing Powermax Heater. Remove old venting, gas line at the heater, cut the pool plumbing away from the heater, and disconnect the electrical. We recycle as much of the heater as possible.</li> <li>- Place new XTherm heater in the same location the old heater.</li> <li>- Install new PVC venting.</li> <li>- Install gas line. New galvanized gas line will be run to the appliance from the disconnection location during the demo phase.</li> <li>- Re-rout the existing electrical to new heater.</li> <li>- Install new 2.5" CPVC from the existing loop to the heaters. The existing heater plumbing is 2" and is too small. New isolation valves will be installed as well.</li> <li>- Perform factory startup. NAS is an authorized Raypak startup and warranty partner.</li> <li>- Provide training on the heaters operation.</li> </ul> <p>The cost for the labor and installation materials is \$15,920.00</p>	1	15,920.00	15,920.00
<p>There were no permits listed in the RFP. The only permit that we could foresee is the Eldorado County Air Board permit to construct. The cost for this permit is \$395.00.</p> <p>Sales Tax</p>	1	395.00 0.00	395.00 0.00

Name:	Signature:	Date:	<b>Quote Total</b>	<b>\$16,315.00</b>
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Quote is valid for thirty days. Unless line itemed in this quote, permits and fees are the responsibility of the owner and can be facillated by NAS on a time and materials basis.

Check or money order. Credit card accepted with a 3% fee by arrangement. Phone (925) 513-9025 E-mail: Estimator@naspools.com Web Site: NASPools.com



National Aquatic Services, Inc.  
PO Box 2168  
Brentwood, CA 94513

# Sales Quote

Sales Quote # SQ-3755

Sales Quote Date: 1/22/2021

Customer

Cameron Park CSD  
Attn: Accounts Payable  
2502 Country Club Drive  
Cameron Park, CA 95682

Job Site

Cameron Park CSD  
2502 Country Club Drive  
Cameron Park, CA 95682

Description	Quantity	Price	Extension
Service to install 15 incandescent light bulbs and gaskets in the pool.  ***Quoted at prevailing wage, Electrician 2 techs 2 days***  -Turn off power -Remove light fixtures from niche and put on the deck -Remove the face rings, lens, bulbs and gaskets -Install the new bulbs and gaskets and seal the lens and face rings -Install light fixtures back into light niches -Turn power on and check lights are working	1	5,050.00	5,050.00
Incandescent light bulb 500W 120V, SPG-301-7675	15	15.00	225.00T
Pool light lens gasket, #AMP-301-1221	15	28.00	420.00T
Sales Tax		46.76	46.76

Name:

Signature:

Date:

**Quote Total**

**\$5,741.76**

Quote is valid for thirty days. Unless line itemed in this quote, permits and fees are the responsibility of the owner and can be facilitated by NAS on a time and materials basis.

Check or money order. Credit card accepted with a 3% fee by arrangement.

Phone (925) 513-9025

E-mail: Estimator@naspools.com

Web Site: NASPools.com



## Agenda Transmittal

**DATE:** February 17, 2021

**FROM:** Whitney Kahn, Recreation Supervisor

**AGENDA ITEM #10:** **AUTHORIZE STATE PARK PROGRAM (PROPOSITION 68  
COMPETITIVE) GRANT APPLICATION**

**RECOMMENDED ACTION:** **APPROVE Resolution 2021-04**

### Background

In September 2020, the Cameron Park Community Services District (District) Board of Directors approved a Park Improvement Plan and identified Cameron Park Lake and the site of the Swimming Lagoon as a high priority project. The Plan included a schematic for Cameron Park Lake improvements (Attachment A).

### Parks & Recreation Committee

The Parks and Recreation Committee discussed the opportunity for the grant application, and the requirements for outreach and inclusion of all residents of Cameron Park per Public Resources Code §80001(b)(8 A-G). The Committee supported forwarding the Resolution to the Board of Directors for consideration.

### Discussion

The District's grant consultant, CALA and staff identified the State Park Program (Proposition 68 competitive) Grant to potentially fund all improvements at Cameron Park Lake. Staff are writing the grant application now, supported by the grant writer and CALA. A Resolution approved by the Board of Directors is a required component for the application, which is due on March 12, 2021.

### Attachments

- 10A – Cameron Park Lake Concept Design
- 10B – Cameron Park Lake Improvement Cost Estimates
- 10C – Resolution 2021-04
- 10D – template Competitive Grant Program Contract

SEPTEMBER 10, 2020

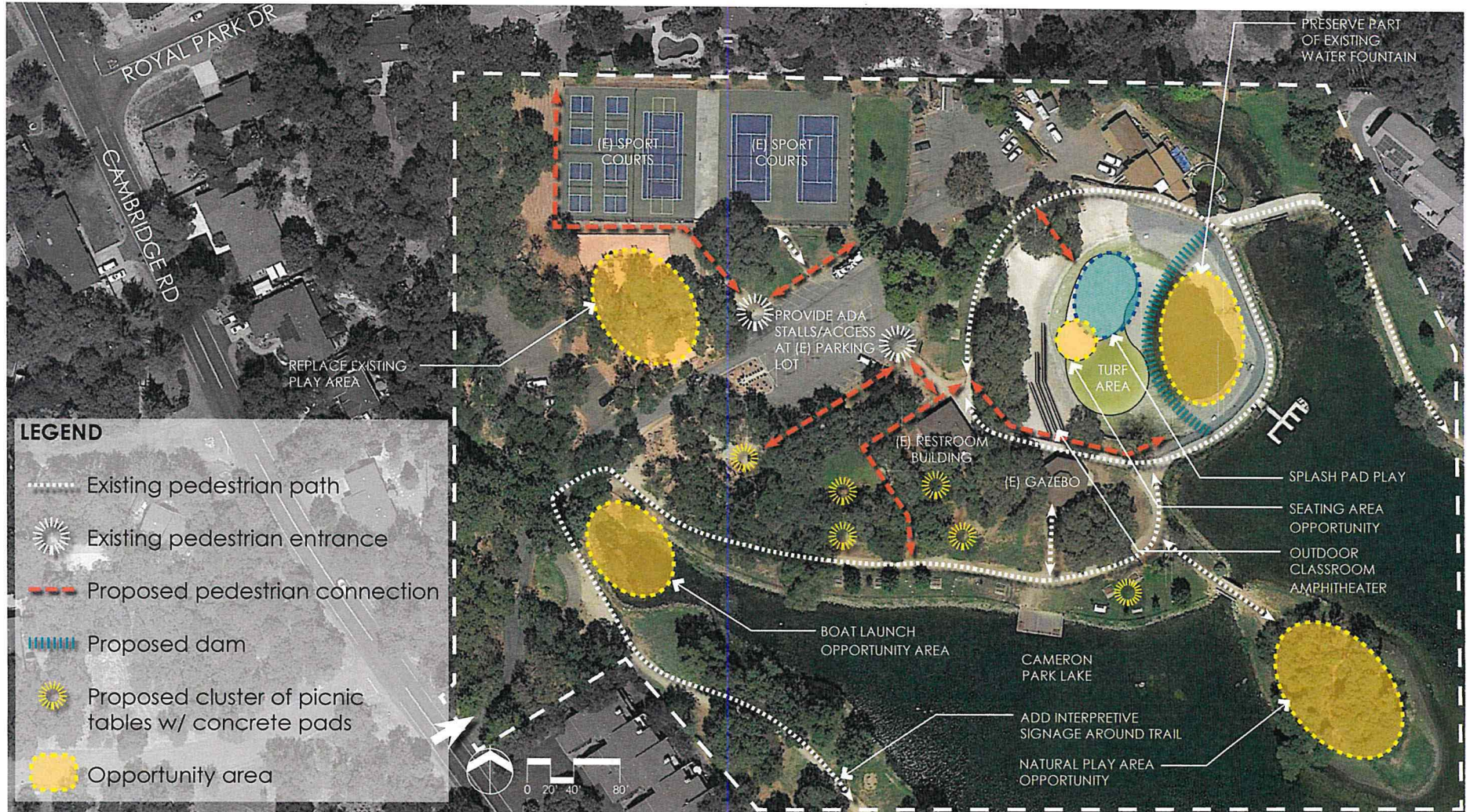
CAMERON PARK: PARK IMPROVEMENT PLANS

# CAMERON PARK LAKE

COMMUNITY PARK | 56.5 ACRES



## CONCEPT DESIGN



Estimate of Probable Construction Costs						
prepared for the <b>Cameron Park Community Services District</b>				Cameron Park: Park Opportunity Plans <b>CAMERON PARK LAKE</b>		
prepared on: 04/30/20 prepared by: IA checked by: SD/BW						
Item #	Description	Qty	Unit	Cost	Item Total	Subtotal
<b>A. Project Start-up</b>						
1.	Bonding, mobilization, and staking	ALLOW	5%	\$ 54,475.00	\$ 54,475.00	
2.	Stormwater pollution prevention	4	AC	\$ 5,000.00	\$ 20,000.00	
						\$ 74,480.00
<b>B. Site Amenities</b>						
1.	Parking lot improvements (asphalt, ada ramp, striping)	1	LS	\$ 25,000.00	\$ 25,000.00	
2.	Splash pad area (splash pad, import fill, amphitheater)	1	LS	\$ 500,000.00	\$ 500,000.00	
3.	Replace existing play area (demo existing structure, new structure, ada ramp )	1	LS	\$ 175,000.00	\$ 175,000.00	
4.	Nature play area (structure, surfacing, ada ramp, walkway)	1	LS	\$ 200,000.00	\$ 200,000.00	
5.	Boat launch	1	EA	\$ 45,000.00	\$ 45,000.00	
6.	Bocce ball courts (courts, walkway)	2	EA	\$ 50,000.00	\$ 100,000.00	
7.	Picnic (table improvements, concrete pads)	1	LS	\$ 20,000.00	\$ 20,000.00	
8.	Interpretive signage	3	EA	\$ 1,500.00	\$ 4,500.00	
						\$ 1,069,500.00
<b>C. Total Estimated Construction Costs</b>						\$ 1,143,980.00
<b>D. Contingencies</b>						
1.	Design contingency	ALLOW	10%	\$ 114,398.00	\$ 114,398.00	
2.	Change Order Contingency	ALLOW	10%	\$ 114,398.00	\$ 114,398.00	
						\$ 228,800.00
<b>E. TOTAL ESTIMATED CONSTRUCTION COSTS &amp; CONTINGENCIES</b>						\$ 1,372,780.00
<b>F. Professional Services</b>						
1.	Design development	ALLOW	3%	\$ 41,183.40	\$ 41,183.40	
2.	Construction documents	ALLOW	8%	\$ 109,822.40	\$ 109,822.40	
3.	Construction administration	ALLOW	2%	\$ 27,455.60	\$ 27,455.60	
4.	Interpretive signage design	ALLOW	LS	\$ 5,000.00	\$ 5,000.00	
						\$ 183,460.00
<b>G. TOTAL ESTIMATED PROJECT COSTS</b>						\$ 1,556,240.00
<p><b>Based on drawing titled "Cameron Park Lake-Proposed Concept Design", dated "04/27/20"</b></p> <p>The above items, amounts, quantities, and related information are based on Callander Associates' judgment at this level document preparation and is offered only as reference data. Callander Associates Landscape Architecture, Inc. has no control over construction costs and related factors affecting costs, and advises the client that significant variation may occur between this estimate of probable construction costs and actual construction prices.</p>						

**RESOLUTION NO. 2021-04  
of the Board of Directors  
of the Cameron Park Community Services District  
February 17, 2021**

**RESOLUTION TO APPROVE THE APPLICATION FOR STATEWIDE PARK  
DEVELOPMENT AND COMMUNITY REVITALIZATION PROGRAM GRANT FUNDS**

*WHEREAS*, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Statewide Park Development and Community Revitalization Grant Program, setting up necessary procedures governing the application; and

*WHEREAS*, said procedures established by the State Department of Parks and Recreation require the Applicant to certify by resolution the approval of the application before submission of said application to the State; and

*WHEREAS*, successful Applicants will enter into a contract with the State of California to complete the Grant Scope project;

*NOW, THEREFORE, BE IT RESOLVED* that the Cameron Park Community Services District Board of Directors hereby:

APPROVES THE FILING OF AN APPLICATION FOR THE CAMERON PARK LAKE IMPROVEMENT PROJECT; AND

1. Certifies that said Applicant has or will have available, prior to commencement of any work on the project included in this application, the sufficient funds to complete the project; and

2. Certifies that if the project is awarded, the Applicant has or will have sufficient funds to operate and maintain the project, and



3. Certifies that the Applicant has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Grant Administration Guide; and

4. Delegates the authority to General Manager to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the Grant Scope; and

5. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.

6. Will consider promoting inclusion per Public Resources Code §80001(b)(8 A-G).

Approved and adopted the 17<sup>th</sup> day of February, 2021.

I, the undersigned, hereby certify that the foregoing Resolution Number 2021-04 was duly adopted by the Cameron Park Community Services District Board of Directors following a roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

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Director Eric Aiston, President  
Board of Directors

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Jill Ritzman, General Manager  
Secretary to the Board

# Competitive Grant Program Contract



State of California – The Natural Resources Agency  
DEPARTMENT OF PARKS AND RECREATION

## Sample Grant Contract Competitive Grant Program

GRANTEE: Grantee Name

GRANT PERFORMANCE PERIOD is from July 1, 2019 through June 30, 2024

CONTRACT PERFORMANCE PERIOD is from July 1, 2019 through June 30, 2049

The GRANTEE agrees to the terms and conditions of this contract (CONTRACT), and the State of California, acting through its Director of the Department of Parks and Recreation, pursuant to the State of California, agrees to fund the total State grant amount indicated below.

The GRANTEE agrees to complete the PROJECT SCOPE(s) as defined in the Development PROJECT SCOPE/Cost Estimate Form or acquisition documentation for the application(s) filed with the State of California.

The General and Special Provisions attached are made a part of and incorporated into the Contract.

Total State grant amount not to exceed \$ [GRANT amount]

GRANTEE

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE Signature Date

Print Name and Title

STATE OF CALIFORNIA  
DEPARTMENT OF PARKS AND RECREATION

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE Signature Date

Print Name and Title

CERTIFICATION OF FUNDING (FOR STATE USE ONLY)				
AMOUNT OF ESTIMATE \$		CONTRACT NUMBER	FUND	
ADJ. INCREASING ENCUMBRANCE \$		APPROPRIATION		
ADJ. DECREASING ENCUMBRANCE \$		ITEM VENDOR NUMBER		
UNENCUMBERED BALANCE \$		LINE ITEM ALLOTMENT	CHAPTER	STATUTE
T.B.A. NO.	B.R. NO.	INDEX	FISCAL YEAR	
			Funding Source	
			OBJ. EXPEND	
I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance.				
SIGNATURE OF ACCOUNTING OFFICER			DATE	

## I. RECITALS

This CONTRACT is entered into between the California Department of Parks and Recreation (hereinafter referred to as "GRANTOR," "DEPARTMENT" or "STATE") and [grantee name] (hereinafter referred to as "GRANTEE").

The DEPARTMENT hereby grants to GRANTEE a sum (also referred to as "GRANT MONIES") not to exceed \$grant amount, subject to the terms and conditions of this CONTRACT and the 20xx/xx California State Budget, Chapter xx, statutes of 20xx, Item number – 3790-xxx-xxxx (appropriation chapter and budget item number hereinafter referred to as "COMPETITIVE GRANT PROGRAM GRANT"). These funds shall be used for completion of the GRANT SCOPE(S).

The Grant Performance Period is from July 1, 20xx to June 30, 20xx.

## II. GENERAL PROVISIONS

### A. Definitions

As used in this CONTRACT, the following words shall have the following meanings:

1. The term "ACT" means the California Drought, Water, Parks Climate, Coastal Protection, and Outdoor Access for All Act of 2018, as referred to in section I of this CONTRACT.
2. The term "APPLICATION" means the individual project APPLICATION packet for a project pursuant to the enabling legislation and/or grant program process guide requirements.
3. The term "DEPARTMENT" or "STATE" means the California Department of Parks and Recreation.
4. The term "DEVELOPMENT" means capital improvements to real property by means of, but not limited to, construction, expansion, and/or renovation, of permanent or fixed features of the property.
5. The term "GRANTEE" means the party described as the GRANTEE in Section I of this CONTRACT.
6. The term "GRANT SCOPE" means the items listed in the GRANT SCOPE/Cost Estimate Form found in each of the APPLICATIONS submitted pursuant to this grant.
7. The term "GUIDES" means (1) the document identified as the "Grant Administration Guide for California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 Competitive Grant Programs Capital Improvement Projects" and (2) The Application Guide that established the competitive procedures and policies for the selection of projects.

### B. Project Execution

1. Subject to the availability of GRANT MONIES in the act, the STATE hereby grants to the GRANTEE a sum of money not to exceed the amount stated in Section I of this CONTRACT, in consideration of, and on condition that, the sum be expended in carrying out the purposes as set forth in the scope described in the enabling legislation and referenced in the APPLICATION, Section I of this CONTRACT, and under the terms and conditions set forth in this CONTRACT.

The GRANTEE shall assume any obligation to furnish any additional funds that may be necessary to complete the GRANT SCOPE(S).

The GRANTEE agrees to submit any change or alteration from the original GRANT SCOPE(S) in writing to the STATE for prior approval. This applies to any and all changes that occur after STATE has approved the APPLICATION. Changes in the GRANT SCOPE(S) must be approved in writing by the STATE.

2. The GRANTEE shall complete the GRANT SCOPE(S) in accordance with the time of the Performance Period set forth in Section I of this CONTRACT, and under the terms and conditions of this contract.

To maintain the integrity of the competitive grant program, the GRANTEE agrees that any other project changes or alterations which deviate from the intent of the project selection criteria provided by the GRANTEE in the original competitive APPLICATION must be submitted in writing to the STATE for prior approval.

3. The GRANTEE shall comply with the California Environmental Quality Act (Public Resources Code, §21000, et seq., Title 14, California Code of Regulations, §15000 et seq.).
4. The GRANTEE shall comply with all applicable current laws and regulations affecting DEVELOPMENT projects, including, but not limited to, legal requirements for construction contracts, building codes, health and safety codes, and laws and codes pertaining to individuals with disabilities, including but not limited to the Americans With Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) and the California Unruh Act (California Civil Code §51 et seq.)

### **C. Procedural Guide**

1. GRANTEE agrees to abide by the GUIDES.
2. GRANTEE acknowledges that STATE may make reasonable changes to its procedures as set forth in the GUIDES. If STATE makes any changes to its procedures and guidelines, STATE agrees to notify GRANTEE within a reasonable time.

### **D. Project Administration**

1. If GRANT MONIES are advanced for DEVELOPMENT projects, the advanced funds shall be placed in an interest bearing account until expended. Interest earned on the advanced funds shall be used on the project as approved by the STATE. If grant monies are advanced and not expended, the unused portion of the grant and any interest earned shall be returned to the STATE within 60 days after project completion or end of the grant performance period, whichever is earlier.
2. The GRANTEE shall submit written project status reports within 30 calendar days after the STATE has made such a request. In any event, the GRANTEE shall provide the STATE a report showing total final project expenditures within 60 days of project completion or the end of the grant performance period, whichever is earlier. The grant performance period is identified in Section I of this CONTRACT.
3. The GRANTEE shall make property or facilities acquired and/or developed pursuant to this contract available for inspection upon request by the STATE.

### **E. Project Termination**

1. Project Termination refers to the non-completion of a GRANT SCOPE. Any grant funds that have not been expended by the GRANTEE shall revert to the STATE.
2. The GRANTEE may unilaterally rescind this CONTRACT at any time prior to the commencement of the project. The commencement of the project means the date of the letter notifying GRANTEE of the award or when the funds are appropriated, whichever is later. After project commencement, this CONTRACT may be rescinded, modified or amended only by mutual agreement in writing between the GRANTEE and the STATE, unless the provisions of this contract provide that mutual agreement is not required.

3. Failure by the GRANTEE to comply with the terms of the (a) GUIDES, (b) any legislation applicable to the ACT, (c) this CONTRACT as well as any other grant contracts, specified or general, that GRANTEE has entered into with STATE, may be cause for suspension of all obligations of the STATE unless the STATE determines that such failure was due to no fault of the GRANTEE. In such case, STATE may reimburse GRANTEE for eligible costs properly incurred in performance of this CONTRACT despite non-performance of the GRANTEE. To qualify for such reimbursement, GRANTEE agrees to mitigate its losses to the best of its ability.
4. Any breach of any term, provision, obligation or requirement of this CONTRACT by the GRANTEE shall be a default of this CONTRACT. In the case of any default by GRANTEE, STATE shall be entitled to all remedies available under law and equity, including but not limited to: a) Specific Performance; b) Return of all GRANT MONIES; c) Payment to the STATE of the fair market value of the project property or the actual sales price, whichever is higher; and d) Payment to the STATE of the costs of enforcement of this CONTRACT, including but not limited to court and arbitration costs, fees, expenses of litigation, and reasonable attorney fees.
5. The GRANTEE and the STATE agree that if the GRANT SCOPE includes DEVELOPMENT, final payment may not be made until the work described in the GRANT SCOPE is complete and the GRANT PROJECT is open to the public.

**F. Budget Contingency Clause**

If funding for any fiscal year is reduced or deleted by the budget act for purposes of this program, the STATE shall have the option to either cancel this contract with no liability occurring to the STATE, or offer a CONTRACT amendment to GRANTEE to reflect the reduced grant amount. This Paragraph shall not require the mutual agreement as addressed in Paragraph E, provision 2, of this CONTRACT.

**G. Hold Harmless**

1. The GRANTEE shall waive all claims and recourse against the STATE including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this CONTRACT except claims arising from the concurrent or sole negligence of the STATE, its officers, agents, and employees.
2. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability costs arising out of the ACQUISITION, DEVELOPMENT, construction, operation or maintenance of the property described as the project which claims, demands or causes of action arise under California Government Code Section 895.2 or otherwise except for liability arising out of the concurrent or sole negligence of the STATE, its officers, agents, or employees.
3. The GRANTEE agrees that in the event the STATE is named as codefendant under the provisions of California Government Code Section 895 et seq., the GRANTEE shall notify the STATE of such fact and shall represent the STATE in the legal action unless the STATE undertakes to represent itself as codefendant in such legal action in which event the GRANTEE agrees to pay the STATE's litigation costs, expenses, and reasonable attorney fees.
4. The GRANTEE and the STATE agree that in the event of judgment entered against the STATE and the GRANTEE because of the concurrent negligence of the STATE and the GRANTEE, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.
5. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, costs, expenses or liability costs arising out of

legal actions pursuant to items to which the GRANTEE has certified. The GRANTEE acknowledges that it is solely responsible for compliance with items to which it has certified.

#### **H. Financial Records**

1. The GRANTEE shall maintain satisfactory financial accounts, documents, including loan documents, and all other records for the project and to make them available to the STATE for auditing at reasonable times. The GRANTEE also agrees to retain such financial accounts, documents and records for five years following project termination or issuance of final payment, whichever is later.  
The GRANTEE shall keep such records as the STATE shall prescribe, including records which fully disclose (a) the disposition of the proceeds of STATE funding assistance, (b) the total cost of the project in connection with such assistance that is given or used, (c) the amount and nature of that portion of the project cost supplied by other sources, and (d) any other such records that will facilitate an effective audit.
3. The GRANTEE agrees that the STATE shall have the right to inspect and make copies of any books, records or reports pertaining to this CONTRACT or matters related thereto during regular office hours. The GRANTEE shall maintain and make available for inspection by the STATE accurate records of all of its costs, disbursements and receipts with respect to its activities under this CONTRACT. Such accounts, documents, and records shall be retained by the GRANTEE for at least five years following project termination or issuance of final payment, whichever is later.
4. The GRANTEE shall use a generally accepted accounting system.

#### **I. Use of Facilities**

1. The GRANTEE agrees that the GRANTEE shall operate and maintain the property acquired or developed with the GRANT MONIES, for the duration of the Contract Performance Period.
2. The GRANTEE agrees that, during the Contract Performance Period, the GRANTEE shall use the property acquired or developed with GRANT MONIES under this contract only for the purposes of this grant and no other use, sale, or other disposition or change of the use of the property to one not consistent with its purpose shall be permitted except as authorized by the STATE and the property shall be replaced with property of equivalent value and usefulness as determined by the STATE.
2. The property acquired or developed may be transferred to another entity if the successor entity assumes the obligations imposed under this CONTRACT and with the approval of STATE.
3. Any real Property (including any portion of it or any interest in it) may not be used as security for any debt or mitigation, without the written approval of the STATE provided that such approval shall not be unreasonably withheld as long as the purposes for which the Grant was awarded are maintained. Any such permission that is granted does not make the STATE a guarantor or a surety for any debt or mitigation, nor does it waive the STATE'S rights to enforce performance under the Grant CONTRACT.
4. All real property, or rights thereto, acquired with GRANT MONIES shall be subject to an appropriate form of restrictive title, rights, or covenants approved by the STATE. If the project property is taken by use of eminent domain, GRANTEE shall reimburse STATE an amount at least equal to the amount of GRANT MONIES received from STATE or the pro-rated full market value of the real property, including improvements, at the time of sale, whichever is higher.

5. If eminent domain proceedings are initiated against GRANTEE, GRANTEE shall notify STATE within 10 days of receiving the complaint.

**J. Nondiscrimination**

1. The GRANTEE shall not discriminate against any person on the basis of sex, race, color, national origin, age, religion, ancestry, sexual orientation, or disability in the use of any property or facility developed pursuant to this contract.
2. The GRANTEE shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.
3. All facilities shall be open to members of the public generally, except as noted under the special provisions of this project CONTRACT or under provisions of the enabling legislation and/or grant program.

**K. Severability**

If any provision of this CONTRACT or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of the CONTRACT which can be given effect without the invalid provision or application, and to this end the provisions of this CONTRACT are severable.

**L. Liability**

1. STATE assumes no responsibility for assuring the safety or standards of construction, site improvements or programs related to the GRANT SCOPE. The STATE'S rights under this CONTRACT to review, inspect and approve the GRANT SCOPE and any final plans of implementation shall not give rise to any warranty or representation that the GRANT SCOPE and any plans or improvements are free from hazards or defects.
2. GRANTEE will secure adequate liability insurance, performance bond, and/or other security necessary to protect the GRANTEE's and STATE'S interest against poor workmanship, fraud, or other potential loss associated with completion of the grant project.

**M. Assignability**

Without the written consent of the STATE, the GRANTEE'S interest in and responsibilities under this CONTRACT shall not be assignable by the GRANTEE either in whole or in part.

**N. Use of Grant Monies**

GRANTEE shall not use any grant funds (including any portion thereof) for the purpose of making any leverage loan, pledge, promissory note or similar financial device or transaction, without: 1) the prior written approval of the STATE; and 2) any financial or legal interests created by any such leverage loan, pledge, promissory note or similar financial device or transaction in the project property shall be completely subordinated to this CONTRACT through a Subordination Agreement provided and approved by the STATE, signed by all parties involved in the transaction, and recorded in the County Records against the fee title of the project property.

**O. Section Headings**

The headings and captions of the various sections of this CONTRACT have been inserted only for the purpose of convenience and are not a part of this CONTRACT and shall not be deemed in any manner to modify, explain, or restrict any of the provisions of this CONTRACT.

**P. Waiver**

Any failure by a party to enforce its rights under this CONTRACT, in the event of a breach, shall *not* be construed as a waiver of said rights; and the waiver of any breach under this CONTRACT shall *not* be construed as a waiver of any subsequent breach.

GRANTEE

---

AUTHORIZED REPRESENTATIVE Signature Date

---

Print Name and Title

STATE OF CALIFORNIA  
DEPARTMENT OF PARKS AND RECREATION

---

AUTHORIZED REPRESENTATIVE Signature Date

---

Print Name and Title





## Agenda Transmittal

**DATE:** February 17, 2021

**FROM:** Jill Ritzman, General Manager

**AGENDA ITEM #12:** SOLAR ENERGY POWER PURCHASE AGREEMENT BETWEEN BRIGHTON ENERGY AND CAMERON PARK COMMUNITY SERVICES DISTRICT

**RECOMMENDED ACTION:** APPROVE Resolution 2021-05

### Background

On November 18, 2020, the Board of Directors received a report from the Solar Energy Ad Hoc Committee unanimously supporting a solar energy project to save money on the District's utility costs. The report also stated that most of the Committee Members agreed that proceeding with a Power Purchase Agreement (PPA) was a preferred alternative, versus an owner/operator scenario.

On December 16, 2020, the Board of Directors approved Resolution 2020-31 approving an amendment to the agreement between Cameron Park Community Services District and ARC Alternatives to support the continued efforts to realize a Solar Energy Project for the District. Specifically, Brighton Energy expressed interest in negotiating a PPA with the District. The General Manager signed a Letter of Intent to demonstrate the District's interest in continuing negotiations.

### Discussion

In January, ARC Alternatives, District's legal counsel and General Manager negotiated a Power Purchase Agreement with Brighton Energy. Key points in the Agreement include:

- Initial Term is twenty-five (25) years, beginning on the Commercial Operation Date (when the system is producing energy). *Exhibit 1, Section 1, page 2*
- System is built at Community Center and Fire Station 89, and not Fire Station 88 due to pending building improvements. *Exhibit 2, Section 1, page 5*
- Payment bond is not being issued to the District, but a funding mechanism will be put in place after contract award to cover the cost of system removal (modules,

above ground structures) and site restoration if Brighton is unable to complete the project build. *Exhibit 1, Section 4a, page 2*

- Brighton will perform their due diligence to prevent elements listed under Contract Price Exclusions. *Exhibit 1, Section 5, page 3*
- A system buy-out schedule is provided after Year 2. *Exhibit 1, Section 6, page 3*
- A termination clause due to lack of project viability is included to be triggered prior to the commencement of installation *Exhibit 3, Section 2c, page 7*
- If termination is triggered, the District is obligated to reimburse Brighton for a design cancellation fee of \$25,000 and development and all other costs related to the project; total costs not to exceed \$95,000. *Exhibit 3, Section 6b, page 10-11.*
- A Right to Enter Property is being provided to Brighton for installation, maintenance and operations of the system. *Exhibit 4, page 27-28*
- 

25 Year Net Benefit (estimated)

*All figures are presented as 25-year totals and include 25 years of O&M*

	PPA	CEC Loan	Early PPA Buyout w/Umpqua Loan
Brighton Energy	\$1,719,431	\$2,785,445	\$2,194,485

Staff is recommending a PPA, versus a loan/ownership/operator scenario. While a PPA has a lower overall cumulative net benefit, the District is not incurring debt and there is a positive net benefit in year one. Staff’s overall assessment is that there is less risk to the District for financing, and long-term management and maintenance of the asset. A PPA can be initiated now.

In a PPA, the vendor is obligated to the delivery of power; it’s in the vendor’s best interest to keep the system functioning efficiently. Capital improvements, repairs, and maintenance become a shared interest between vendor and District, and not solely the District’s financial responsibility. While the District has made progress in balancing the operations budget, and started investing in capital assets, the District financial revenues are limited. If property taxes decline in the future, setting aside funds to sustain a District-owned solar system asset, in addition to existing capital assets in fire, community center and parks, may become difficult.

With a loan/owner/operator scenario, District resources will be re-directed to managing the system, and there is a lack of expertise regarding solar systems on staff.

**Conclusion**

Implementing a solar system is another step forward to balancing the District’s revenues and expenditures. Estimated annual savings with a PPA is almost \$70,000

based on a 25 year savings cited above. This savings will provide financial resources to make additional investments in the District's capital assets at fire stations, community center and parks.

Attachments

12A – Resolution 2021-05

12B – Solar Power Purchase Agreement (proposed)

**CAMERON PARK COMMUNITY SERVICES DISTRICT  
CAMERON PARK, CALIFORNIA**

**RESOLUTION NO. 2021-05  
RESOLUTION TO ENTER INTO ENERGY SERVICE CONTRACTS**

**WHEREAS**, Government Code section 4217.12(a)(1) authorizes a public agency to enter into an energy service contract with respect to an energy conservation facility on terms that the public agency's governing board determines are in the best interests of the public agency and if the governing board finds that the anticipated cost to the public agency for the energy provided by the energy conservation facility will be less than the anticipated marginal cost to the Cameron Park Community Service District (District) of thermal, electrical or other energy that would have been consumed by the District in the absence of those purchases; and

**WHEREAS**, District the requested proposals from qualified contractors to design and construct a solar system at the Cameron Park Community Center and Fire Station 89, based on the overall proposed project cost and cost-savings, among other factors, the District selected Brighton Solar ("Brighton") to design, construct, and operate the PV system (Agreement); and

**WHEREAS**, BRIGHTON has completed an assessment of the District's current energy usage and projected energy usage with and without the installation of PV systems and recommends the installation of a 198 kW-dc photovoltaic system at the Community Center, located at 2502 Country Club Dr, Cameron Park, CA 95682, and a 54 kW-dc photovoltaic system at Fire Station 89, located at 3200 Country Club Dr, Cameron Park, CA 95682; and

**WHEREAS**, BRIGHTON has analyzed the energy needs of the Sites and has represented that provision of the Systems on the sites will result in a reduction in consumption of or demand for nonrenewable energy that will result in net cost savings to the District ("Cost Savings"); and

**WHEREAS**, based upon the information provided by BRIGHTON, the District's consultant, ARC Alternatives, has prepared an energy cost analysis, a copy of which is attached hereto as Exhibit A and incorporated herein; and

**WHEREAS**, the District desires to proceed with the construction of the System at the sites ("Solar Project") in order to generate energy cost savings and meet the sustainability goals of the District; and

**WHEREAS**, in accordance with Government Code section 4217.10 *et seq.*, on February 1, 2021, the District posted a notice of a public hearing at which the District governing body would consider these energy service contracts; and

**WHEREAS**, on February 17, 2021, pursuant to Government Code section 4217.10 *et seq.*, the Board held a public hearing at a regularly scheduled Board meeting, with respect to the District entering into energy service contracts; and

**WHEREAS**, based upon the reports and analysis presented, the anticipated cost to the District for solar energy that is generated by the Systems will be less than the anticipated marginal cost to the District of thermal, electrical, or other energy that would have been consumed by the District in the absence of the Systems; and

**WHEREAS**, the District desires to enter into the Agreements, through which BRIGHTON would provide, design and install the Systems pursuant to the terms and conditions of the Agreements.

**NOW, THEREFORE, BE IT RESOLVED** that it is found, determined and resolved by the Governing Board of the District as follows:

- 1. The above recitals are true and correct.
- 2. The District held a public hearing at a regularly scheduled meeting of the Board for which notice was given not less than two weeks in advance.
- 3. Based upon all available information reviewed by the Board in connection herewith, and pursuant to Government Code section 4217.12, the Board hereby determines that the anticipated cost to the District contemplated by the Agreements with BRIGHTON will be less than the anticipated marginal cost to District of electrical or other energy that would have been consumed by District in the absence of such purchases of solar energy generated by the Systems.
- 4. Based upon all available information reviewed by the Board in connection herewith, and pursuant to Government Code section 4217.12, the Board hereby determines that it is in the best interests of the District to enter into the Agreements with BRIGHTON.
- 5. The District’s designees are authorized to enter into the Agreements with BRIGHTON, and related agreements and documents, including but not limited to Interconnection and Net Metering Agreements with Pacific Gas & Electric, Consent and Agreement with the Collateral Agent for the transaction, Estoppel Certificates, and to take all steps and perform all actions necessary to enter into the Agreement with BRIGHTON, and to take any actions deemed necessary to protect the interests of the District.

PASSED AND ADOPTED by the Board of Directors of the Cameron Park Community Services District at a regular meeting held on February 17,2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

DATED: \_\_\_\_\_

SIGNED:

\_\_\_\_\_  
Eric Aiston  
President, Board of Directors

I, Eric Aiston, President of the Board of Directors, do hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Board of Directors of the Cameron Park Community Services District at the regular meeting on February 17, 2021, which resolution is on file in the office of said Board.

DATED:

SIGNED:

\_\_\_\_\_  
Eric Aiston  
President, Board of Directors

**EXHIBIT A**  
**Energy Cost Analysis**

ARC Alternatives' analysis of the proposed solar Power Purchase Agreement (PPA) projects at the Community Center and Fire Station 89 show that the project will decrease the cost of energy to the District. Without the proposed projects, the District is forecasted to spend \$3.61 million for electricity over the 25-year solar system life period, an average cost of energy of \$0.40 per kilowatt-hour. With the proposed project, the School is expected to spend \$1.75 million for the same amount of electricity, an average cost of energy of \$0.196 per kilowatt-hour. The total savings expected from the project is estimated to be \$3.48 million. It is our opinion that the proposed solar project complies with the energy savings requirements of 4217.12.

**Solar Power Purchase Agreement – DRAFT FOR REVIEW**

This Solar Power Purchase Agreement (this “**Agreement**”) is entered into by the parties listed below (each a “**Party**” and collectively the “**Parties**”) as of the date signed by Seller below (the “**Effective Date**”).

Purchaser:		Seller:	
<b>Name and Address</b>	Cameron Park Community Services District 2502 Country Club Drive Cameron Park, CA 95682  Attention: Jill Ritzman	<b>Name And Address</b>	Brighton Energy Inc. 2701 Cottage Way, Suite 35 Sacramento, CA 95825  Attention: Marie Krisa
<b>Phone</b>	(530) 677-2231		(916) 749 7711
<b>Email</b>			marie@brightonenergy.net
<b>Premise Ownership</b>	Purchaser owns the Premises	<b>Additional Seller Information</b>	CSLB # 1055369
<b>Tax Status</b>	Exempt		
<b>Project Name</b>	Cameron Park CSD		

This Agreement sets forth the terms and conditions of the purchase and sale of solar generated electricity from the solar panel system described in **Exhibit 2** (the “**System**”) and installed on the real property comprising Purchaser’s premises described or depicted in Schedule A to **Exhibit 2** (the “**Premises**”), including any buildings and other improvements on the Premises other than the System (the “**Improvements**”).

The exhibits listed below are incorporated by reference and made part of this Agreement.

- Exhibit 1** Pricing
- Exhibit 2** System Description, Delivery Point and Premises
- Exhibit 3** General Terms and Conditions
- Exhibit 4** A Right to Access Property

**Purchaser:** Cameron Park Community Services District

**Seller:** Brighton Energy Inc.

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



**Exhibit 1****Pricing**

**1. Initial Term:** Twenty-five (25) years, beginning on the Commercial Operation Date (the “**Initial Term**”).

**2. Additional Terms:** This Agreement will automatically renew for successive one-year terms unless a Notice of non-renewal is given by either Party to the other Party at least ninety (90) days prior to the expiration of the Initial Term or the then-applicable Additional Term (each an “**Additional Term**”).

**3. Contract Price:**

Contract Year	\$/kWh
1	\$0.196
2	\$0.196
3	\$0.196
4	\$0.196
5	\$0.196
6	\$0.196
7	\$0.196
8	\$0.196
9	\$0.196
10	\$0.196
11	\$0.196
12	\$0.196
13	\$0.196
14	\$0.196
15	\$0.196
16	\$0.196
17	\$0.196
18	\$0.196
19	\$0.196
20	\$0.196
21	\$0.196
22	\$0.196
23	\$0.196
24	\$0.196
25	\$0.196

Price during Additional Terms: \$0.196

The first Contract Year shall commence on the Commercial Operation Date, and each subsequent Contract Year shall commence on the anniversary of the Commercial Operation Date.

**4. Contract Price Assumptions.** The Contract Price is based on the following assumptions:

- a. A payment bond is not being issued to Purchaser under this Agreement. A performance bond or equivalent funding mechanism will be put in place after contract award to cover the cost of system removal (modules, above ground structures) and site restoration.
- b. Standard interconnection charges are included in the PPA rate.
- c. Statutory prevailing wage rates (e.g., Davis-Bacon) do apply.
- d. A Performance Guaranty is not being provided.
- e. The Contract Price is inclusive of Seller’s Taxes (as defined in Section 3(d) of **Exhibit 3**) at the rates in

effect as of the Effective Date (to the extent that such rates are known or knowable by Seller on the Effective Date).

**5. Contract Price Exclusions.** Unless Seller and Purchaser have agreed otherwise in writing, and except as otherwise provided in Section 2(c) of Exhibit 3, the Contract Price excludes the following:

- a. Unforeseen groundwork (including excavation and circumvention of underground obstacles). Upgrades or repair to customer or utility electrical infrastructure (including: client or utility service, transformers, substations, poles, breakers, reclosers, and disconnects).
- b. Snow removal, tree removal, tree trimming, mowing and any landscape improvements.
- c. Decorative fencing and/or any visual screening materials, decorative enhancements to solar support structures (including: painting, paint matching, masonry/stone work, and any lighting not required to meet the minimum code compliance).
- d. Removal of existing lighting, light poles, or concrete light post base that do not impact system production or directly conflict with system locations.
- e. Roof membrane maintenance or reroofing work.
- f. Structural upgrades to the Improvements, including ADA upgrades outside of the parking lot.
- g. Installation of public information screen or kiosk (including accompanying internet connection, power supply, technical support and ADA access).

**6. System Buy-out (Termination) Payment Schedule (Exhibit 3, Section 11(b)):**

Contract Year	Termination Payment (\$)
1	N/A
2	N/A
3	\$757,583
4	\$733,541
5	\$708,617
6	\$682,754
7	\$651,295
8	\$627,966
9	\$598,908
10	\$586,224
11	\$574,813
12	\$548,413
13	\$516,718
14	\$483,644
15	\$449,106
16	\$413,012
17	\$375,264
18	\$335,760
19	\$294,390
20	\$251,039
21	\$205,583
22	\$157,893
23	\$107,831
24	\$55,252
25	\$20,000

**Exhibit 2**

**System Description, Delivery Point and Premises**

1. System Location(s): 2502 Country Club Drive (“Community Center”); 3200 Country Club Drive (“Fire Station #89”)
2. System Size(s) (DC kW): Community Center – 198.0kW; Fire Station #89 – 55.4kW
3. Expected (1<sup>st</sup>) Year Energy Production (kWh): 392,704kWh total [296,800 kWh – Community Center; 83,014 kWh – Fire Station #89]
4. System Description: Panasonic SC330 modules mounted on carport structure (Community Center & Fire Station “89”); Solectria PVI-25TL-208V inverters.
4. **Delivery Point and Premises:** Schedule A to this **Exhibit 2** contains one or more drawings or images depicting:
  - a. Premises, including the Improvements (as applicable);
  - b. Proposed System location;
  - c. Delivery point for electricity generated by the **System** (the “**Delivery Point**”);
  - d. Access points needed for Seller to install and service the System (building access, electrical room, stairs, etc.); and
  - e. Construction assumptions (if any).

**Schedule A - pages attached**

**(Helioscope™ and Rev. 0 Drawings)**

## Exhibit 3

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**Exhibit 3****General Terms and Conditions****1. Purchase and Sale of Electricity.**

Purchaser shall purchase from Seller, and Seller shall sell to Purchaser, all of the electricity generated by the System during the Term (as defined in Section 2(a)). Electricity generated by the System shall be delivered to Purchaser at the Delivery Point. Title to and risk of loss for the electricity generated by the System passes to Purchaser from Seller at the Delivery Point. Purchaser may purchase electricity for the Premises from other sources to the extent Purchaser's electricity consumption requirements at the Premises exceed the output of the System.

**2. Term and Termination.**

**a. Effective Date; Term.** This Agreement is effective as of the Effective Date. The electricity supply period under this Agreement commences on the Commercial Operation Date (as defined in Section 6) and continues for the duration of the Initial Term and any Additional Terms, unless earlier terminated as provided for in this Agreement (collectively, the "**Term**").

**b. Additional Terms.** The Agreement will automatically renew for successive on year terms unless a Notice of non-renewal is given by either Party to the other Party at least ninety (90) days prior to the expiration of the Initial Term or the then-applicable Additional Term.

**c. Termination Due to Contract Price Adjustments or Lack of Project Viability.** If, at any time after the Effective Date and prior to Commencement of Installation (as defined in Section 5), (i) circumstances arise which have been excluded from Contract Price calculations pursuant to Section 5 of Exhibit 1, or Seller determines that the installation of the System will not be technically or economically viable for any other reason, and (ii) the Parties have negotiated a Contract Price adjustment for thirty (30) days following written notice from Seller without reaching agreement, either Party may terminate this Agreement by providing ten (10) days' prior written notice to the other Party. Neither Party shall be liable for any damages in connection with such termination. After Commencement of Installation, the Contract Price shall not be subject to further adjustment pursuant to Section 5 of Exhibit 1 or otherwise.

**d. Termination by Purchaser for Delay.** If Commencement of Installation has not occurred 150 days after the Effective Date, Purchaser may terminate this Agreement by providing thirty (30) days' prior written notice to Seller; provided that this Agreement will not terminate pursuant to this Section 2(d) if Seller achieves Commencement of Installation on or before the end of such thirty (30) day notice period. Purchaser shall not liable for any damages in connection with such termination.

**3. Billing and Payment; Taxes.**

**a. Monthly Charges.** Purchaser shall pay Seller monthly for the electricity generated by the System and delivered to the Delivery Point at the \$/kWh rate shown in **Exhibit 1** (the "**Contract Price**"). The monthly payment for such energy will be equal to the applicable \$/kWh rate multiplied by the number of kWh of electricity generated during the applicable month, as measured by the Meter (as defined in Section 11). Additional costs for items differing from the assumptions in **Exhibit 1**, Item 4 are Purchaser's responsibility.

**b. Monthly Invoices.** Seller shall invoice Purchaser monthly. Such monthly invoices shall state (i) the amount of electricity produced by the System and delivered to the Delivery Point, (ii) the rates applicable to, and charges incurred by, Purchaser under this Agreement and (iii) the total amount due from Purchaser.

**c. Payment Terms.** All amounts due under this Agreement are due and payable net thirty (30) days following receipt of invoice. Any undisputed portion of the invoice amount not paid within such thirty (30) day period shall accrue interest at the annual rate of two and one-half percent (2.5%) above the Prime Rate (but not to exceed the maximum rate permitted by law). All payments shall be made in U.S. dollars.

**d. Taxes.**

i. **Purchaser's Taxes.** Purchaser is responsible for: (1) payment of, or reimbursement of Seller, for all taxes assessed on (i) the System, (ii) the generation, sale, delivery or consumption of electricity produced by the System or (iii) the interconnection of the System to the utility's electricity distribution system, including, if applicable, pursuant to the Energy Resources Surcharge Law (Title 18 of California Code of Regulations, §§ 40001-40216); and (2) real property taxes; and (3) any federal, state and local ad valorem, occupation, generation, privilege, sales, use, consumption, excise, transaction, and other taxes, regulatory fees, surcharges or other similar charges (collectively, "**Purchaser's Taxes**").

ii. **Seller's Taxes.** Seller is responsible for: payment of income taxes or similar taxes imposed on Seller's revenues due to the sale of electricity under this Agreement ("**Seller's Taxes**").

**4. RECs and Incentives.**

Seller is entitled to the benefit of, and will retain all ownership interests in the RECs and Incentives. Purchaser shall cooperate with Seller in obtaining, securing and transferring any and all RECs and Incentives. Purchaser is not obligated to incur any out-of-pocket costs or expenses in connection with such actions unless reimbursed by Seller. Purchaser shall not make any filing or statements inconsistent with Seller's ownership interests in the RECs and Incentives. If any RECs or Incentives are paid or delivered directly to Purchaser, Purchaser shall immediately pay or deliver such items or amounts to Seller.

"**Governmental Authority**" means any foreign, federal, state, local or other governmental, regulatory or administrative agency, court, commission, department, board, or other governmental subdivision, legislature, rulemaking board, court, tribunal, arbitrating body or other governmental authority having jurisdiction or effective control over a Party.

"**Incentives**" means (i) a payment paid by a utility or state or local Governmental Authority based in whole or in part on the cost or size of the System such as a rebate, (ii) a performance-based incentive paid as a stream of periodic payments by a utility, state or Governmental Authority based on the production of the System, (iii) investment tax credits, production tax credits, and similar tax credits, grants or other tax benefits under federal, state or local law, and (iv) any other attributes, commodity, revenue stream or payment in connection with the System (such as ancillary or capacity revenue), in each case of (i) through (iv) relating to the construction, ownership, use or production of energy from the System, provided that Incentives shall not include RECs.

"**REC**" means a renewable energy credit or certificate under any state renewable portfolio, standard or federal renewable energy standard, voluntary renewable energy credit certified by a non-governmental organization, pollution allowance, carbon credit and any similar environmental allowance or credit and green tag or other reporting right under Section 1605(b) of The Energy Policy Act of 1992 and any present or future federal, state, or local law, regulation or bill, and international or foreign emissions trading program, in each case relating to the

construction, ownership, use or production of energy from the System, provided that RECs shall not include Incentives.

## 5. Project Completion.

**a. Project Development.** Seller shall diligently pursue the development and installation of the System, subject to Section 2(c), Section 11 and the remaining provisions of this Section 5.

**b. Permits and Approvals.** Seller shall use commercially reasonable efforts to obtain the following at its sole cost and expense (each an “**Approval**”):

- i. any zoning, land use and building permits required for Seller to construct, install and operate the System required by any Governmental Authority; and
- ii. any agreements and approvals from the utility necessary in order to interconnect the System to the utility’s electric distribution system.

Purchaser shall cooperate with Seller’s reasonable requests to assist Seller in obtaining such Approvals, including, without limitation the execution of documents required to be provided by Purchaser to the local utility.

**c. Commencement of Installation.** Seller shall exercise commercially reasonable efforts to achieve Commencement of Installation of the System within 365 days after the Effective Date. “**Commencement of Installation**” means the date that Seller or its installation contractor has begun physical installation of the System on the Premises.

Seller’s obligation to commence construction and installation of the System is conditioned on Seller’s receipt of (A) proof of insurance for all insurance required to be maintained by Purchaser under this Agreement; (B) written confirmation from any person holding a mortgage, lien or other encumbrance over the Premises, as applicable, that such person will recognize Seller’s rights under this Agreement for as long Seller is not in default hereunder; (C) receipt of all necessary Approvals; (D) verification the Premises are suitable install the System (roof assessments, inspections, etc.); (E) an executed original copy of the Right to Enter Property , substantially in the form attached hereto as **Exhibit 4** (the “**Right to Enter Property Agreement**”); and (F) receipt of the Purchase Diligence set forth in Section 5(g) below and approval of Purchaser by Seller’s credit department.

**d. Force Majeure.** If either Party is unable to timely perform any of its obligations (other than payment obligations) under this Agreement in whole or in part due to a Force Majeure Event, that Party will be excused from performing such obligations for the duration of the time that such Party remains affected by the Force Majeure Event; provided, that such Party uses commercially reasonable efforts to mitigate the impact of the Force Majeure Event and resumes performance of its affected obligations as soon as reasonably practical. The Party affected by the Force Majeure Event shall notify the other Party as soon as reasonably practical after the affected Party becomes aware that it is or will be affected by a Force Majeure Event.

“**Force Majeure Event**” means any event or circumstance beyond the reasonable control of (directly or indirectly) and without the fault or negligence of the affected Party, including, without limitation, failure or interruption of the production, delivery or acceptance of electricity due to: an act of God; war (declared or undeclared); sabotage; piracy; riot; insurrection; civil unrest or disturbance; military or guerilla action;

terrorism; economic sanction or embargo; civil strike, work stoppage, slow-down, or lock-out; explosion; fire; earthquake; abnormal weather condition or actions of the elements (such as hurricane; flood; lightning; wind; drought); animals; the binding order of any Governmental Authority; the failure to act on the part of any Governmental Authority (including, without limitation delays in permitting not caused by actions or omissions of the Party seeking such permit); unavailability of electricity from the utility grid; and failure or unavailability of equipment, supplies or products outside of Seller's control or due to a Force Majeure Event. Notwithstanding anything herein to the contrary, an event shall only qualify as a Force Majeure Event hereunder if and to the extent: (a) such event, despite the exercise of reasonable diligence, cannot be prevented, avoided or overcome by the affected Party; (b) such event is not the direct or indirect result of the affected Party's failure to perform any of its obligations under this Agreement or to comply with applicable law; and (c) neither the payment of money, nor the receipt of electricity delivered to the Delivery Point, are the obligation affected by such event.

**e. Extension of Time.** If Seller is delayed in achieving Commencement of Installation due to a Force Majeure Event, the time for achievement of Commencement of Installation will be automatically extended to account for the impact of the delay. If the Force Majeure Event occurs during the Term and impacts the ability of the System to deliver electricity to the Delivery Point, the Term will be extended day for day for each day delivery is suspended due to the Force Majeure Event.

**f. Commercial Operation.** Seller shall notify Purchaser in writing when it has achieved Commercial Operation (the date of such notice, the "**Commercial Operation Date**"). "**Commercial Operation**" means that the System is mechanically complete, capable of providing electricity to the Delivery Point at the nameplate capacity specified in Exhibit 2 and has permission to operate from the relevant Governmental Authority. Seller shall provide Purchaser with documentation to evidence that the System is ready to begin Commercial Operation upon Purchaser's reasonable request.

**g. Purchaser Diligence.** Promptly following the execution of this Agreement (but in no event later than ten (10) days from the Effective Date), Purchaser shall supply Seller with the following diligence information:

- i. Last three (3) years of CPA audited financial statements (Balance Sheet, Income Statement, Cash Flow);
- ii. If applicable, copies of any lease with the fee owner of the Premises, or any lessor with a superior leasehold interest in the Premises;
- iii. Copies of mortgages, deeds of trust or other liens or security interests in the Premises, or any other encumbrances that could affect Seller's rights to the Premises granted hereunder or in the **Easement Agreement**, or Seller's ability to own or operate the System; and

## **6. Installation, Operation and Maintenance.**

**a. Seller's General Obligations Regarding the System.** Subject to the terms and conditions of this Agreement, Seller shall design, engineer, install, commission, monitor, operate and maintain the System, in each case in a good and workmanlike manner and in accordance with applicable law and prudent solar industry practices in the state in which the Premises are located. The System shall comply with all applicable rules, regulation and local building codes.

**b. System Design Approval.** Seller shall provide Purchaser with a copy of the System design for approval prior to submittal to any other Governmental Authority. Purchaser shall have ten (10) days after receipt to



approve or disapprove the design. Failure by Purchaser to respond within such ten (10) day period shall be deemed approval of the design. If Purchaser disapproves the design, Seller shall modify the design and resubmit it for Purchaser's approval. If the System design modifications requested by Purchaser render the System non-viable, Seller may terminate this Agreement under Section 2(c) above, provided that Purchaser reimburses Seller for all development costs, a twenty-five thousand Dollar (\$25,000) design cancellation fee, in addition to any other costs incurred by the Seller. Under no circumstances shall the development costs, design cancellation fee, and other costs incurred by the Seller described in this paragraph exceed the amount of \$95,000.

**c. System Repair and Maintenance.** During the Term, Seller will operate and perform all routine and emergency repairs to, and maintenance of, the System at its sole cost and expense, except for any repairs or maintenance resulting from Purchaser's negligence, willful misconduct or breach of this Agreement. Seller may suspend delivery of electricity from the System to the Delivery Point for the purpose of maintaining and repairing the System; provided that Seller shall use commercially reasonable efforts to minimize any interruption in service to the Purchaser. Purchaser shall not tamper with, interfere, or disturb the System or its interconnection with Purchaser's electrical facilities, or initiate, conduct, or permit activities on, in, or about the Premises that have a reasonable likelihood of causing damage or impairment to, or otherwise adversely affecting, the System. To the extent of work or activities (including any construction or service work) being performed near the System, Purchaser shall cooperate and cause its agents to cooperate, and not hinder or interfere with, Seller's, or Seller's agents', access to the Premises.

**d. Purchaser Requested Shutdown.** If, at Purchaser's request, the System (or any portion thereof) ceases to operate for any portion of a day, and such stoppage occurs for more than two (2) days in any three hundred sixty-five (365)-day period (the "Uncompensated Shutdown Period"), Purchaser shall pay Seller all Lost Seller Revenues with respect to all stoppages beyond such Uncompensated Shutdown Period. "Lost Seller Revenues" means, for any period during which the System is not in operation or is prevented from delivering electricity to the Delivery Point, an amount equal to the sum of: (a) payments that Purchaser would have made to Seller under this Agreement for electricity that would have been produced by the System during such period (based upon historical production data or as otherwise reasonably calculated by Seller); and (b) revenues or benefits from RECs and Incentives, such amounts grossed-up and paid on an after-tax basis, that Seller would have received with respect to electricity that would have been produced by the System during such period.

**e. Maintenance of Premises.** Purchaser shall, at its sole cost and expense, maintain the Premises and Improvements in good condition and repair. Purchaser, to the extent within its reasonable control, (i) shall ensure that the Premises remains interconnected to the local utility grid at all times; and (ii) shall not permit cessation of electric service to the Premises from the local utility. Purchaser is fully responsible for, and shall properly maintain in full working order and good repair, the electrical infrastructure on the Purchaser's side of the Delivery Point, including all of Purchaser's equipment that utilizes the System's outputs. Purchaser shall use commercially reasonable efforts to cooperate with Seller to comply with any technical standard of the utility providing electrical power to the Purchaser, and does not need to receive permission to operate from the utility.

**f. No Alteration of Premises.** Purchaser shall not make any alterations or repairs to the Premises that could adversely affect the operation and maintenance of the System without Seller's prior written consent. Not less than thirty (30) days prior to making any alterations or repairs to the Premises (except for emergency repairs) or any Improvement which may adversely affect the operation and maintenance of the System, Purchaser shall inform Seller in writing and, thereafter, shall use commercially reasonable efforts to conduct such repairs, alterations or Improvements in compliance with any reasonable request made by Seller within ten

(10) days after having received such written request to mitigate any adverse effect. If any repair, alteration or Improvement result in a permanent and material adverse economic impact on the System, Purchaser may request relocation of the System under Section 8 hereof. To the extent that temporary disconnection or removal of the System is necessary to perform such alterations or repairs, Seller shall perform such work, and any re-connection or re-installation of the System, at Purchaser's cost, subject to Sections 6(b) and 6(c). Seller shall make any alterations and repairs in a good and workmanlike manner, in compliance with all applicable laws, codes and permits.

## 7. Miscellaneous Rights and Obligations of the Parties.

**a. Real Property Rights.** Without limiting Seller's rights under the Easement Agreement, Purchaser hereby grants to Seller and to Seller's agents, employees, contractors and the utility (i) a non-exclusive license running with the Premises (the "**Non-Exclusive License**") for access to, on, over, under and across the Premises from the Effective Date until the date that is on hundred twenty (120) days following the date of expiration or earlier termination of this Agreement (the "**License Term**"), for the purposes of performing all of Seller's obligations and enforcing all of Seller's rights set forth in this Agreement and otherwise as required by Seller in order to effectuate the purposes of this Agreement. In addition to the foregoing, if the System shall be a ground-mounted System to be located within a secure, fenced area on the Premises, Purchaser hereby grants to Seller an exclusive, sub-licensable license running with the Premises (the "**Exclusive License**", and together with the Non-Exclusive License, the "**Licenses**") for purposes of the installation, operation, use and maintenance of the System on such exclusively licensed area of the Premises during the License Term. Seller and its employees, agents and contractors must comply with Purchaser's site safety and security requirements when on the Premises (other than in respect of the fenced area governed by the Exclusive License) during the License Term. Purchaser expressly and irrevocably waives its right to exclude Seller and Seller's agents, employees, contractors and assignees from the Premises, or from any portion of the Premises if such exclusion would deprive Seller of the rights granted by the Licenses. During the License Term, Purchaser shall preserve and protect Seller's rights under the Licenses and Seller's access to the Premises and shall not interfere, or permit any third parties under Purchaser's control to interfere with such rights or access. Seller may record a customary memorandum of license in the land records respecting the Licenses. Purchaser expressly and irrevocably waives its right to exclude Seller and Seller's agents, employees, contractors and assignees from the Premises, or from any portion of the Premises, if such exclusion would deprive Seller of the rights granted by the License. The grant of the License shall survive termination of this Agreement by either party. The rights granted under this License shall be independent of, and shall not merge with, the rights granted under the Easement Agreement.

**b. OSHA Compliance.** Each Party shall comply with all Occupational Safety and Health Act (OSHA) requirements and other similar applicable safety laws and codes with respect to such Party's performance under this Agreement.

**c. Safeguarding the Premises.** Purchaser shall maintain the physical security of the Premises and Improvements in a manner to be expected of a reasonable and prudent owner or lessee of premises and improvements similar to the Premises and Improvements in nature and location. Purchaser shall not conduct or permit activities on, in or about the Premises or the Improvements that have a reasonable likelihood of causing damage, impairment or otherwise adversely affecting the System. Purchaser shall indemnify Seller for any loss or damage to the System to the extent caused by or arising out of (i) Purchaser's breach of its obligations under this Section or (ii) the acts or omissions of Purchaser or its employees, agents, invitees or separate contractors.

**d. Insolation.** Purchaser acknowledges that unobstructed access to sunlight (“**Insolation**”) is essential to Seller’s performance of its obligations and a material term of this Agreement. Purchaser shall not, to the extent within its reasonable control, cause or permit any interference with the System’s Insolation, and shall ensure that vegetation on the Premises adjacent to the System is regularly pruned or otherwise maintained to prevent interference with the System’s Insolation. If Purchaser discovers any activity or condition that could diminish the Insolation of the System, Purchaser shall immediately notify Seller and cooperate with Seller in preserving and restoring the System’s Insolation levels as they existed on the Effective Date.

**e. Use and Payment of Contractors and Subcontractors.** Seller shall use suitably qualified, experienced and licensed contractors and subcontractors to perform its obligations under this Agreement. However, Seller shall be responsible for the quality of the work performed by its contractors and subcontractors. Seller shall pay when due all valid charges from all contractors, subcontractors and suppliers supplying goods or services to Seller under this Agreement.

**f. Liens.**

i. **Lien Obligations.** Purchaser shall not directly or indirectly cause, create, incur, assume or allow to exist any mortgage, pledge, lien, charge, security interest, encumbrance or other claim of any nature, except such encumbrances as may be required to allow Seller access to the Premises, (each a “**Lien**”) on or with respect to the System. Seller shall not directly or indirectly cause, create, incur, assume or allow to exist any Lien on or with respect to the Premises or the Improvements, other than those Liens which Seller is permitted by law to place on the Premises due to non-payment by Purchaser of amounts due under this Agreement. Each Party shall immediately notify the other Party in writing of the existence of any such Lien following discovery of same, and shall promptly (and in all events within thirty (30) days) cause the same to be discharged and released of record without cost to the other Party; provided, however, that each indemnifying Party has the right to contest any such Lien, so long as it provides a statutory bond or other reasonable assurances of payment that either removes such Lien from title to the affected property, or that assures that any adverse judgment with respect to such Lien shall be paid without affecting title to such property.

ii. **Lien Indemnity.** Each Party shall indemnify the other Party from and against all claims, losses, damages, liabilities and expenses resulting from any Liens filed against such other Party’s property as a result of the indemnifying Party’s breach of its obligations under Section 7(f)(i).

**g. Purchaser Financial Statements.** Within ten (10) days after Seller’s written request therefor, but not more than once a year, Purchaser shall deliver to Seller a copy of the financial statements (including at least a year end balance sheet, a statement of profit and loss, and a statement of cash flows) of Purchaser and of any guarantor of Purchaser’s obligations under this Agreement for the most recently completed year, prepared in accordance with generally accepted accounting principles (audited by an independent certified public accountant), all then available subsequent interim statements, and such other financial information as may reasonably be requested by Seller. Any information that Purchaser discloses to Seller under this Section 7(k) shall be Confidential Information subject to Section 18. Purchaser shall provide assurance as reasonably requested by the Seller, if the Seller has reasonable grounds for insecurity with respect to the financial performance of the Purchaser and demands adequate assurance of due financial performance.

**8. Relocation of System.**

If, during the Term, Purchaser ceases to conduct business operations at the Premises or vacates the Premises;

the Premises have been destroyed; or the Purchaser is otherwise unable to continue to host the System or accept the electricity delivered by the System for any other reason (other than a Default Event by Seller), Purchaser may propose in writing the relocation of the System, at Purchaser's cost, in lieu of termination of the Agreement by Seller for a Default Event by Purchaser. If such proposal is practically feasible and preserves the economic value of the agreement for Seller, the Parties shall seek to negotiate in good faith an agreement for the relocation of the System. If the Parties are unable to reach agreement on relocation of the System within sixty (60) days after the date of receipt of Purchaser's proposal, Seller may terminate this Agreement pursuant to Section 11(b)(ii). In connection with such substitution, Purchaser shall execute an amended agreement that shall have all of the same terms as this Agreement except for the (i) Effective Date; (ii) License, which will be amended to grant rights in the real property where the System relocated to; and (iii) Term, which will be equal to the remainder of the Term of this Agreement plus the period starting at the shutdown of the System pursuant to such relocation and ending when the relocated System achieves commercial operation at the new location. Such amended agreement shall be deemed to be a continuation of this Agreement without termination. In addition, Purchaser shall be obligated to provide a new executed and notarized easement agreement covering the substitute premises in form and content substantially similar to the Easement Agreement. Purchaser shall also provide any new consents, estoppels, or acknowledgments reasonably required by Financing Parties in connection with the substitute premises.

#### **9. Removal of System upon Termination or Expiration.**

Upon the expiration or earlier termination of this Agreement (provided Purchaser does not exercise its purchase option under Section 14(b)), Seller shall, at Seller's expense, remove its tangible property comprising the System from the Premises and return the area where the System was located to a condition substantially similar to prior to the installation of the System, including the removal of above ground solar shade structures including without limitation columns and beams, except for System mounting pads or other support structures (which may be left in place) and ordinary wear and tear. Seller shall not be obligated to replant trees or shrubs, but, if applicable, shall reasonably patch any System-related roof penetrations existing after removal of a roof-mounted System.

#### **10. Meter Measurement.**

The System's electricity output during the Term shall be measured by Seller's meter, which shall be a revenue grade meter that meets industry standards for accuracy (the "**Meter**"). Purchaser shall have access to the metered energy output data via the monitoring system installed and maintained by Seller as part of the System. Seller shall test the Meter in accordance with manufacturer's recommendations. If testing of the Meter indicates that the Meter is in error by more than two percent (2%), then Seller shall promptly repair or replace the Meter. Seller shall adjust the records of the amount of electricity delivered by the System based on such test results for: (a) the actual period of time when such error caused inaccurate meter recordings, if such period can be determined to the mutual satisfaction of the Parties; or (b) if the actual period cannot be so determined, then an estimated period equal to one-half (1/2) of the period from the later of: (i) the date of the last previous test confirming accurate metering; or (ii) the date the Meter was placed into service, provided that such estimated period may not exceed one (1) year. Once per calendar year, upon reasonable Notice to Seller, and at Purchaser's sole cost, Purchaser may audit all Meter data collected during the prior twelve (12) months.

#### **11. Default, Remedies and Damages.**

**a. Default.** Any Party that fails to perform its responsibilities as listed below or experiences any of the

circumstances listed below is deemed a “**Defaulting Party**”, the other Party is the “**Non-Defaulting Party**” and each of the following is a “**Default Event**”:

- i. failure of a Party to pay any amount due and payable under this Agreement, other than an amount that is subject to a good faith dispute, within ten (30) days following receipt of written notice from the Non-Defaulting Party of such failure to pay (“**Payment Default**”);
- ii. failure of a Party to perform any material obligation under this Agreement not addressed elsewhere in this Section 11(a) within thirty (30) days following receipt of written notice from the Non-Defaulting Party demanding such cure; provided, that if the Default Event cannot reasonably be cured within thirty (30) days and the Defaulting Party has demonstrated prior to the end of that period that it is diligently pursuing such cure, the cure period will be extended for a further reasonable period of time, not to exceed ninety (90) days;
- iii. any representation or warranty given by a Party under this Agreement was incorrect in any material respect when made and is not cured within thirty (30) days following receipt of written notice from the Non-Defaulting Party demanding such cure;
- iv. a Party becomes insolvent or is a party to a bankruptcy, reorganization, insolvency, liquidation, receivership, dissolution, winding-up or relief of debtors, or any general assignment for the benefit of creditors or other similar arrangement or any event occurs or proceedings are taken in any jurisdiction with respect to the Party which has a similar effect (or, if any such actions are initiated by a third party, such action(s) is(are) not dismissed within sixty (60) days); or,
- v. in the case of Purchaser as the Defaulting Party only, Purchaser (A) loses its rights to occupy and enjoy the Premises, unless (I) the Parties agree upon a relocation under Section 8 above, or (II) Purchaser pays the Termination Payment determined under Section 6 of Exhibit 1 within thirty (30) days after written request by Seller; or (B) prevents Seller from performing any material obligation under this Agreement unless such action by Purchaser is (I) is permitted under this Agreement, or (II) is cured within ten (10) days after written notice thereof from Seller.
- vi. Purchaser prevents Seller from installing or accessing the System (other than Seller’s failure to comply with any Permit) or otherwise failing to perform in a way that prevents the delivery of electric energy from the System. Such Default Event shall not excuse Purchaser’s obligations to make payments that otherwise would have been due under this Agreement;
- vii. Purchaser or Purchaser’s affiliate, as applicable, is a “Defaulting Party” under any power purchase agreement, easement or other contract to which Seller or Seller’s affiliate is a party

**b. Remedies.**

- i. **Suspension.** Upon the occurrence and during the continuation of a Default Event by Purchaser, including a Payment Default, Seller may suspend performance of its obligations under this Agreement until the earlier to occur of the date (a) that Purchaser cures the Default Event in full, or (b) of termination of this Agreement. Seller’s rights under this Section 11(b)(i) are in addition to any other remedies available to it under this Agreement, at law or in equity.
- ii. **Termination.** Upon the occurrence and during the continuation of a Default Event, the Non-Defaulting

Party may terminate this Agreement, by providing five (5) days prior written notice to the Defaulting Party; provided, that, in the case of a Default Event under Section 11(a)(iv), the Non-Defaulting Party may terminate this Agreement immediately.

iii. **Damages Upon Termination by Default.** Upon a termination of this Agreement pursuant to Section 11(b)(ii), the Defaulting Party shall pay a termination payment to the Non-Defaulting Party determined as follows (the “**Termination Payment**”):

(1) Termination by Seller. If Seller terminates this Agreement for a Default Event by Purchaser, the Termination Payment payable to Seller shall be equal to the sum of (i) the applicable amount set forth in the Termination Payment Schedule set forth as Item 6 of **Exhibit 1**, and (ii) any other amounts previously accrued under this Agreement and then owed by Purchaser to Seller. Notwithstanding the foregoing, if Seller terminates this Agreement prior to commencement of construction of the System, Purchaser shall be obligated to pay Seller one hundred ten percent (110%) of Seller’s out-of-pocket costs and expenses, including but not limited to its reasonable attorneys’ fees, incurred in connection with this Agreement and the transactions contemplated hereby.

(2) Termination by Purchaser. If (a) Seller is the Defaulting Party and Purchaser terminates this Agreement, the Termination Payment to Purchaser will be equal to the sum of (i) the present value of the excess, if any, of the reasonably expected cost of electricity from the utility over the Contract Price for the reasonably expected production of the System for the remainder of the Initial Term or the then current Additional Term, as applicable; (ii) all direct costs reasonably incurred by Purchaser by reason of the termination; and (iii) any and all other amounts previously accrued under this Agreement and then owed by Seller to Purchaser. The Termination Payment determined under this Section 11(b)(iii)(2) cannot be less than zero.

iv. **Liquidated Damages.** The Parties agree that, if Seller terminates this Agreement pursuant to Section 11(b)(ii) prior to the expiration of the Term, actual damages would be difficult to ascertain, and the Termination Payment determined in accordance with Section 11(b)(iii)(1) is a reasonable approximation of the damages suffered by Seller as a result of early termination of this Agreement and is not a penalty.

**c. Obligations Following Termination.** If a Party terminates this Agreement pursuant to Section 11(b)(ii), then following such termination, Seller shall remove the equipment constituting the System in compliance with Section 9 above at the sole cost and expense of the Defaulting Party, *provided, however* that Seller shall not be required to remove the System following the occurrence of a Default Event by Purchaser pursuant to Section 11(a)(i), unless Purchaser pre-pays the cost of restoration reasonably estimated by Seller.

i. **Reservation of Rights.** Except in the case of a termination under Section 11(b)(ii) and payment of a Termination Payment, if any, determined pursuant to Section 11(b)(ii), nothing in this Section 11 limits either Party’s right to pursue any remedy under this Agreement, at law or in equity, including with respect to the pursuit of an action for damages by reason of a breach or Default Event under this Agreement.

ii. **Mitigation Obligation.** Regardless of whether this Agreement is terminated for a Default Event, the Non- Defaulting Party must make commercially reasonable efforts to mitigate its damages as the result of such Default Event; provided that such obligation shall not reduce Purchaser’s obligation to pay the full Termination Payment set forth in Section 6 of Exhibit 1 following a Default Event by Purchaser.

iii. **No Limitation on Payments.** Nothing in this Section 11 excuses a Party’s obligation to make any

payment when due under this Agreement, including with respect to payments for electricity that would have been delivered to Purchaser but for a Purchaser breach or Default Event.

## 12. Representations and Warranties.

**a. General Representations and Warranties.** Each Party represents and warrants to the other the following:

i. Such Party is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation; the execution, delivery and performance by such Party of this Agreement have been duly authorized by all necessary corporate, partnership or limited liability company action, as applicable, and do not and will not violate any law; and this Agreement is the valid obligation of such Party, enforceable against such Party in accordance with its terms (except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws now or hereafter in effect relating to creditors' rights generally).

ii. Such Party has obtained all licenses, authorizations, consents and approvals required by any Governmental Authority or other third party and necessary for such Party to own its assets, carry on its business and to execute and deliver this Agreement; and such Party is in compliance with all laws that relate to this Agreement in all material respects.

**b. Purchaser's Representations and Warranties.** Purchaser represents and warrants to Seller the following:

i. **Licenses.** (a) Purchaser has title to or a leasehold or other valid property interest in the Premises such that Purchaser has the full right, power and authority to grant the Licenses in Section 7(a), (b) such grant of the Licenses does not violate any law, ordinance, rule or other governmental restriction applicable to Purchaser or the Premises and is not inconsistent with and will not result in a breach or default under any agreement by which Purchaser is bound or that affects the Premises, and (c) if Purchaser does not own the Premises or any Improvement on which the System is to be installed, Purchaser has obtained all required consents from the owner of the Premises and/or Improvements, as the case may be, to grant the Licenses to Seller so that Seller may perform its obligations under this Agreement. Purchaser will obtain a subordination and non-disturbance agreement from the lessor of any lease and the grantee of each encumbrance in form and substance satisfactory to Seller.

ii. **Other Agreements.** Neither the execution and delivery of this Agreement by Purchaser nor the performance by Purchaser of any of its obligations under this Agreement conflicts with or will result in a breach or default under any agreement or obligation to which Purchaser is a party or by which Purchaser is bound.

iii. **Accuracy of Information.** All information provided by Purchaser to Seller, as it pertains to (a) the Premises, (b) the Improvements on which the System is to be installed, if applicable, (c) Purchaser's planned use of the Premises and any applicable Improvements, and (d) Purchaser's estimated electricity requirements, is the best representation of existing said information the District has as of the date of this Agreement.

iv. **Purchaser Status.** Purchaser is not a public utility or a public utility holding company and is not subject to regulation as a public utility or a public utility holding company.

v. **Limit on Use.** No portion of the electricity generated by the System shall be used to heat a swimming pool.

**c. Seller's Representations and Warranties.** Seller represents and warrants to the Purchaser the following:

i. If Seller penetrates the roof of any Improvement on which the System is installed, during System installation or any System repair, Seller shall warrant roof damage it causes as a direct result of these roof penetrations. This roof warranty shall terminate upon the later of (a) one (1) year following the completion of the System installation or repair, as the case may be, and (b) the length of any then-effective installer warranty on the applicable roof.

ii. If Seller damages any other part of the Premises or any Improvement (including roof damages not covered under Section 12(c)(i) above), Seller shall repair or reimburse Purchaser for such damage, as agreed by the Parties.

**d. NO OTHER WARRANTY.** THE WARRANTIES SET FORTH IN SECTIONS 12(a) AND 12(c) OF THIS AGREEMENT ARE PURCHASER'S SOLE AND EXCLUSIVE BASIS FOR ANY CLAIM OR LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE. OTHER THAN AS EXPRESSLY SET FORTH IN SECTIONS 12(a) AND 12(c), NO WARRANTY, WHETHER STATUTORY, WRITTEN, ORAL, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, APPLIES UNDER THIS AGREEMENT. IF A PERFORMANCE GUARANTY IS BEING PROVIDED PURSUANT TO SECTION 4(d) OF EXHIBIT 1, THE PERFORMANCE GUARANTY WILL REPRESENT A SEPARATE CONTRACT BETWEEN PURCHASER AND THE ISSUER OF THE PERFORMANCE GUARANTY. IF THE ISSUER OF THE PERFORMANCE GUARANTY (OR ANY SUBSEQUENT ASSIGNEE) AND THE SELLER ARE NOT THE SAME PERSON, NO RIGHTS PROVIDED TO PURCHASER BY THE PERFORMANCE GUARANTY MAY BE ASSERTED UNDER THIS AGREEMENT, AND NO CLAIM UNDER THE PERFORMANCE GUARANTY WILL AFFECT PURCHASER'S OBLIGATIONS UNDER THIS AGREEMENT.

### 13. Insurance.

**a. Insurance Coverage.** At all times during the Term, the Parties shall maintain the following insurance, as applicable:

i. **Seller's Insurance.** Seller shall maintain or ensure the following is maintained: (a) commercial general liability insurance with coverage of at least two million Dollars (\$2,000,000) per occurrence and four million Dollars (\$4,000,000) annual aggregate, (b) employer's liability insurance with coverage of at least two million Dollars (\$2,000,000) and (c) workers' compensation insurance as required by law. Additionally, upon the Commercial Operation Date, Seller shall carry commercially adequate property loss insurance for the System or shall self-insure for such exposure. Seller's coverage may be provided as part of an enterprise self- insurance program.

ii. **Purchaser's Insurance.** Purchaser shall maintain commercial general liability insurance with coverage of at least one million Dollars (\$1,000,000) per occurrence and two million Dollars (\$2,000,000) annual aggregate. Additionally, Purchaser shall carry commercially adequate property loss insurance for the Premises and the Facilities.



**b. Policy Provisions.** Each Party's insurance policies shall (i) contain a provision whereby the insurer agrees to give the other Party at least thirty (30) days (ten (10) days for non-payment of premiums) written notice before the insurance is cancelled, or terminated, (ii) be written on an occurrence basis, and (iii) be maintained with companies either rated no less than A-VII as to Policy Holder's Rating in the current edition of A.M. Best's Insurance Guide or otherwise reasonably acceptable to the other Party.

**c. Certificates.** Upon the other Party's request, each Party shall deliver to the other Party certificates of insurance evidencing the above required coverage. A Party's receipt, review or acceptance of such certificate shall in no way limit or relieve the other Party of the duties and responsibilities to maintain insurance as set forth in this Agreement.

**d. Deductibles.** Each Party shall pay its own insurance deductibles, except in the case of claims (i) resulting from a breach of this Agreement, in which case the breaching Party is responsible for payment of the non-breaching Party's deductible for any responding insurance, and (ii) covered by an indemnity set forth in this Agreement.

**e. Additional Insureds.** For each insurance Seller is required to have and maintain as listed in Section 13(a)(i), above, Purchaser shall obtain and provide to Purchaser an endorsement naming Purchaser and each of Purchaser's board members, officials, officers, agents, and employees as additional insureds for liability arising out of this Agreement and any and all operations arising from, performed, and/or related thereto.

#### **14. Ownership; Option to Purchase.**

##### **a. Ownership of System.**

i. **Ownership; Personal Property.** Throughout the Term, Seller shall be the legal and beneficial owner of the System and all REC's and incentives, and the System will remain the personal property of Seller and will not attach to or be deemed a part of, or fixture to, the Premises or any Improvement on which the System is installed. Each of the Seller and Purchaser agree that the Seller is the tax owner of the System and all tax filings and reports shall be filed in a manner consistent with this Agreement. The System will at all times retain the legal status of personal property as defined under Article 9 of the Uniform Commercial Code.

ii. **Notice to Purchaser Lienholders.** Purchaser shall use commercially reasonable efforts to place all parties having a Lien on the Premises or any Improvement on which the System is installed on notice of the ownership of the System and the legal status or classification of the System as personal property. If any mortgage or fixture filing against the Premises could reasonably be construed as prospectively attaching to the System as a fixture of the Premises, Purchaser shall provide a disclaimer or release from such lienholder.

iii. **Fixture Disclaimer.** If Purchaser is the fee owner of the Premises, Purchaser consents to the filing of a disclaimer of the System as a fixture of the Premises in the office where real estate records are customarily filed in the jurisdiction where the Premises are located. If Purchaser is not the fee owner, Purchaser shall obtain such consent from such owner. For the avoidance of doubt, in either circumstance Seller has the right to file such disclaimer.

iv. **SNDA.** Upon request, Purchaser shall deliver to Seller a subordination and non-disturbance

agreement in a form mutually acceptable to Seller and the provider of the subordination and non-disturbance agreement from the owner of the Premises (if the Premises are leased by Purchaser), any mortgagee with a Lien on the Premises, and other Persons holding a similar interest in the Premises.

v. **Eviction Notice.** To the extent that Purchaser does not own the Premises or any Improvement on which the System is installed, Purchaser shall provide to Seller immediate written notice of receipt of notice of eviction from the Premises or applicable Improvement or termination of Purchaser's lease of the Premises and/or Improvement.

**b. Option to Purchase.**

i. **Exercise of Option.** At the end of the seventh (7th) and tenth (10th) Contract Years and at the end of the Initial Term and each Additional Term, so long as Purchaser is not in default under this Agreement, Purchaser may purchase the System from Seller on any such date for a purchase price equal to the greater of the Fair Market Value of the System or the Termination Payment set forth in Section 6 of **Exhibit 1** applicable as of the date of the transfer of title to the System. Purchaser shall notify Seller of its intent to purchase at least ninety (90) days and not more than one hundred eighty (180) days prior to the end of the applicable Contract Year or the Initial Term or Additional Term, as applicable, and the purchase shall be completed prior to the end of the applicable Contract Year or the Initial Term or Additional Term, as applicable. Following receipt of Purchaser's Notice, Seller shall determine and Notify the Purchaser of the Fair Market Value and the Termination Payment. If Purchaser disagrees with any determination of Fair Market Value (to the extent in excess of the Termination Payment) it shall Notify Seller in writing and the Parties shall determine the Fair Market Value in accordance with the following paragraph. Upon final determination of the Fair Market Value, but in any event on or before the Purchase Option Date: (i) the Parties shall promptly execute all documents necessary to: (A) cause title to such System to pass to Purchaser, free and clear of any liens; and (B) assign any warranties for such System to Purchaser; and (ii) Purchaser shall pay the purchase price to Seller in immediately available funds. Purchaser shall also execute such documents reasonably necessary for Purchaser to accept, assume and perform all then-existing agreements relating to such System or the energy, including operations and maintenance agreements, agreements relating to Incentives or RECs.

ii. **Fair Market Value.** The Fair Market Value is the amount that would be paid in an arm's length, free market transaction, for cash, between an informed, willing seller and an informed willing buyer, neither of whom is under compulsion to complete the transaction, taking into account, among other things, the age, condition and performance of the System and advances in solar technology, provided that installed equipment shall be valued on an installed basis, shall not be valued as scrap if it is functioning and in good condition and costs of removal from a current location shall not be a deduction from the valuation. If the Purchaser does not agree with Seller's determination of Fair Market Value pursuant to the preceding paragraph, the Parties shall select a nationally recognized independent appraiser with experience and expertise in the solar photovoltaic industry to determine the Fair Market Value of the System. Such appraiser shall act reasonably and in good faith to determine the Fair Market Value of the System on an installed basis and shall set forth such determination in a written opinion delivered to the Parties. The valuation made by the appraiser will be binding upon the Parties in the absence of fraud or manifest error. The costs of the appraisal shall be borne by the Purchaser. Notwithstanding the foregoing, If Seller enters into a sale/leaseback, lease pass-through, or partnership flip transaction in connection with funding the installation of the System, the process of determining the Fair Market Value of the System in the Agreement will be the same as provided in the agreements for such sale/leaseback, lease pass-through or partnership flip transaction, if any such process is provided in connection with such transactions.

iii. Title Transfer; Warranties; Manuals. Seller shall transfer good title to the System to Purchaser upon Seller's receipt of the purchase price and execution by the Parties of a written instrument or agreement to effect such transfer. The System will be sold "as is, where is, with all faults". Seller will assign to Purchaser any manufacturer's warranties that are in effect as of the date of purchase and which are then assignable pursuant to their terms, but Seller otherwise disclaims all warranties of any kind, express or implied, concerning the System (other than as to title). Seller shall also provide Purchaser all System operation and maintenance manuals and logs in Seller's possession and provide Purchaser basic training on the operation and maintenance of the System upon Purchaser's reasonable request. Upon purchase of the System, Purchaser shall assume complete responsibility for the operation and maintenance of the System and liability for the performance of (and risk of loss for) the System, and, except for any Seller obligations that survive termination under Section 20(c), Seller will have no further liabilities or obligations hereunder for the System.

## 15. Indemnification and Limitations of Liability.

**a. General.** Each Party (the "**Indemnifying Party**") shall defend, indemnify and hold harmless the other Party, its affiliates and the other Party's and its affiliates' respective directors, officers, shareholders, partners, members, agents and employees (collectively, the "**Indemnified Parties**"), from and against any loss, damage, expense, liability and other claims, including court costs and reasonable attorneys' fees (collectively, "**Liabilities**") resulting from any Claim (as defined in Section 15(b)) by a third party for physical damage to or physical destruction of property, or death of or bodily injury to any Person, but only to the extent caused by (i) the negligence or willful misconduct of Indemnifying Party or its agents or others under Indemnifying Party's control, or (ii) a Default Event by the Indemnifying Party. This Section 15(a) does not apply to Liabilities arising out of or relating to any form of Hazardous Substances or other environmental contamination, such matters being addressed exclusively by Section 15(c).

**b. Notice and Participation in Third Party Claims.** The Indemnified Party shall give the Indemnifying Party written notice with respect to any Liability asserted by a third party (a "**Claim**"), as soon as possible upon the receipt of information of any possible Claim or of the commencement of such Claim. The Indemnifying Party may assume the defense of any Claim, at its sole cost and expense, with counsel designated by the Indemnifying Party and reasonably satisfactory to the Indemnified Party. The Indemnified Party may, however, select separate counsel if both Parties are defendants in the Claim and such defense or other form of participation is not reasonably available to the Indemnifying Party. The Indemnifying Party shall pay the reasonable attorneys' fees incurred by such separate counsel until such time as the need for separate counsel expires. The Indemnified Party may also, at the sole cost and expense of the Indemnifying Party, assume the defense of any Claim if the Indemnifying Party fails to assume the defense of the Claim within a reasonable time. Neither Party may settle any Claim covered by this Section 15(b) unless it has obtained the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. The Indemnifying Party has no liability under this Section 15(b) for any Claim for which such notice is not provided if the failure to give notice prejudices the Indemnifying Party.

### **c. Environmental Indemnification.**

i. Seller Indemnity. Seller shall indemnify, defend and hold harmless all of Purchaser's Indemnified Parties from and against all Liabilities arising out of or relating to the existence at, on, above, below or near the Premises of any Hazardous Substance (as defined in Section 15(c)(iv)) to the extent deposited, spilled or otherwise caused by Seller or any of its contractors, agents or employees.

ii. Purchaser Indemnity. To the extent permitted by law, Purchaser shall indemnify, defend and hold harmless all of Seller's Indemnified Parties from and against all Liabilities arising out of or relating to the existence at, on, above, below or near the Premises of any Hazardous Substance, except to the extent deposited, spilled or otherwise caused by Seller or any of its contractors, agents or employees.

iii. Notice. Each Party shall promptly notify the other Party if it becomes aware of any Hazardous Substance on or about the Premises generally or any deposit, spill or release of any Hazardous Substance. "**Hazardous Substance**" means any chemical, waste or other substance (a) which now or hereafter becomes defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous wastes," "restricted hazardous wastes," "toxic substances," "toxic pollutants," "pollution," "pollutants," "regulated substances," or words of similar import under any laws pertaining to the environment, health, safety or welfare, (b) which is declared to be hazardous, toxic, or polluting by any Governmental Authority, (c) exposure to which is now or hereafter prohibited, limited or regulated by any Governmental Authority, (d) the storage, use, handling, disposal or release of which is restricted or regulated by any Governmental Authority, or (e) for which remediation or cleanup is required by any Governmental Authority.

**d. Limitations on Liability.**

i. No Consequential Damages. Except with respect to indemnification of third-party claims pursuant to Section 16, neither Party nor its directors, officers, shareholders, partners, members, agents and employees subcontractors or suppliers will be liable for any indirect, special, incidental, exemplary, or consequential loss or damage of any nature (including, without limitation, lost revenues, lost profits, lost business opportunity or any business interruption) arising out of their performance or non-performance hereunder even if advised of such. Notwithstanding the previous sentence, the Termination Payment set forth in Section 6 of Exhibit 1 shall be deemed to be direct, and not indirect or consequential damages for purpose of this Section 15(d)(i)

ii. Actual Damages. Except with respect to indemnification of Claims pursuant to this Section 15, and except as otherwise limited in Section 13(c), Seller's aggregate liability under this Agreement arising out of or in connection with the performance or non-performance of this Agreement cannot exceed the total payments made (and, as applicable, projected to be made) by Purchaser under this Agreement. The provisions of this Section 15(d)(ii) will apply whether such liability arises in contract, tort, strict liability or otherwise.

**e. EXCLUSIVE REMEDIES.** TO THE EXTENT THAT THIS AGREEMENT SETS FORTH SPECIFIC REMEDIES FOR ANY CLAIM OR LIABILITY IN SECTION 11(b) OR ELSEWHERE, SUCH REMEDIES ARE THE AFFECTED PARTY'S SOLE AND EXCLUSIVE REMEDIES FOR SUCH CLAIM OR LIABILITY, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.

**f. Comparative Negligence.** Where negligence is determined to have been joint, contributory or concurrent, each Party shall bear the proportionate cost of any Liability.

**16. Change in Law.**

**a. Impacts of Change in Law.** If Seller determines that a Change in Law has occurred or will occur that has or will have a material adverse effect on Seller's rights, entitlement, obligations or costs under this Agreement,

then Seller may so notify the Purchaser in writing of such Change in Law. Within thirty (30) days following receipt by the Purchaser of such notice, the Parties shall meet and attempt in good faith to negotiate such amendments to this Agreement as are reasonably necessary to preserve the economic value of this Agreement to both Parties. If the Parties are unable to agree upon such amendments within such thirty (30) day period, then Seller may terminate this Agreement and remove the System and restore the Premises in accordance with Section 9 without either Party having further liability under this Agreement except with respect to liabilities accrued prior to the date of termination.

**b. Illegality or Impossibility.** If a Change in Law renders this Agreement, or Seller's performance of this Agreement, either illegal or impossible, then Seller may terminate this Agreement immediately upon notice to Purchaser without either Party having further liability under this Agreement except with respect to liabilities accrued prior to the date of termination.

**c. "Change in Law"** means (i) the enactment, adoption, promulgation, modification or repeal after the Effective Date of any applicable law or regulation, (ii) the imposition of any material conditions on the issuance or renewal of any applicable permit after the Effective Date (notwithstanding the general requirements contained in any applicable Permit at the time of application or issue to comply with future laws, ordinances, codes, rules, regulations or similar legislation), or (iii) a change in any utility rate schedule or tariff approved by any Governmental Authority.

## 17. Assignment and Financing.

### a. Assignment.

i. Restrictions on Assignment. Subject to the remainder of this Section 17(a), this Agreement may not be assigned in whole or in part by either Party without the prior written consent of the other Party, which consent may not be unreasonably withheld or delayed. Purchaser may not withhold its consent to an assignment proposed by Seller where the proposed assignee has the financial capability and experience necessary to operate and maintain solar photovoltaic systems such as the System.

ii. Permitted Assignments. Notwithstanding Section 17(a)(i): Seller may, without the prior written consent of Purchaser, assign, mortgage, pledge or otherwise directly or indirectly assign its interests in this Agreement to (A) any Financing Party (as defined in Section 17(b)), (B) any entity through which Seller is obtaining financing from a Financing Party, or (C) any affiliate of Seller or any person succeeding to all or substantially all of the assets of Seller; or (D) an entity that has: (i) comparable experience in operating and maintaining photovoltaic (PV) systems comparable to the System; and (ii) the financial capability to maintain the System and perform hereunder; provided that Seller is not released from liability hereunder as a result of any assignment to an affiliate unless the assignee assumes Seller's obligations hereunder by binding written instrument.

iii. Successors and Permitted Assignees. This Agreement is binding on and inures to the benefit of successors and permitted assignees. The restrictions on assignment contained herein do not prohibit or otherwise limit changes in control of Seller.

**b. Financing.** The Parties acknowledge that Seller may obtain debt or equity financing or other credit support from lenders, investors or other third parties (each a "**Financing Party**") in connection with the installation, construction, ownership, operation and maintenance of the System. In furtherance of Seller's financing arrangements and in addition to any other rights or entitlements of Seller under this Agreement, Purchaser

shall timely execute any consents to assignment (which may include notice, cure, attornment and step-in rights) or estoppels and negotiate any amendments to this Agreement that may be reasonably requested by Seller or the Financing Parties; provided, that such estoppels, consents to assignment or amendments do not alter the fundamental economic terms of this Agreement.

**c. Termination Requires Consent.** Seller and Purchaser agree that any right of Seller to terminate this Agreement is subject to the prior written consent of any Financing Party.

## 18. Confidentiality.

**a. Confidential Information.** Seller and Purchaser understand and agree that Purchaser is a California public entity and, therefore, cannot maintain confidentiality as to most information and documents. Seller understands and acknowledges that as a California public entity, Purchaser is subject to the California Public Records Act and must provide to any person or entity all documents in its possession which are requested under said Act. Consequently, Seller agrees that it shall not provide Purchaser with any confidential information and that any and all information it provides to Purchaser shall be deemed to be not confidential, not a trade secret, and not subject to any privacy restriction. Seller further agrees and acknowledges that it hereby waives any and all causes of action arising from, and all actual or potential damages Seller suffers as a result of, Purchaser complying with Purchaser's obligations under the California Public Records Act. Seller agrees and acknowledges that it is Seller's sole responsibility to refrain from providing Purchaser with confidential information and trade secrets and that Purchaser shall have no liability arising from Seller's failure to do so.

## 19. Governing Law, Dispute Resolution, and Waiver of Jury Trial

**a. Governing Law and Jurisdiction.** This Agreement will be governed by and construed in accordance with the domestic laws of the State of California without reference to any choice of law principles. Any and all disputes arising out of or in connection with this Agreement shall be resolved in accordance with Section 19(b) (Dispute Resolution) provided below.

### **b. Dispute Resolution.**

i. **Meet and Confer.** If a dispute arises between Seller and Purchaser in connection with this Agreement or the System, then, the Parties shall attempt to resolve such dispute through senior management negotiations. Either Party may, by Notice to the other Party, request a meeting to initiate negotiations to be held at a mutually agreed time and place (either in person or by phone) within ten (10) Business Days after the other Party's receipt of such request. If the Dispute has not been resolved by senior management within thirty (30) days after commencement of such senior management negotiations, either Party may pursue available remedies under the terms of this Agreement. The Parties shall attempt to resolve all Disputes promptly, equitably and in good faith.

ii. **Jurisdiction and Venue.** Any legal action or proceeding with respect to or arising out of this Agreement shall be brought in or removed to the courts of the Federal District Court of California located in Sacramento County or, if such court lacks or declines jurisdiction, the courts of the State of California in Sacramento County, to the exclusion of all other courts. EACH PARTY CONSENTS AND AGREES THAT ANY SUCH ACTION OR PROCEEDING MAY BE BROUGHT IN AND ONLY IN SUCH COURTS AND WAIVES (TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW) ANY OBJECTION

THAT IT MAY NOW OR HEREAFTER HAVE TO THE VENUE OF ANY SUCH ACTION OR PROCEEDING IN ANY SUCH COURT OR THAT SUCH ACTION OR DISPUTE WAS BROUGHT IN AN INCONVENIENT FORUM OR ANY SIMILAR OBJECTION AND AGREES NOT TO PLEAD OR CLAIM THE SAME..

iii. Fees and Costs. The costs and fees associated with a meet and confer or mediation shall be split equally between the parties. The prevailing party in any dispute shall be entitled to reasonable attorneys' fees and costs.

**c. Waiver of Jury Trial.** TO THE EXTENT ENFORCEABLE UNDER APPLICABLE LAW, EACH PARTY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ANY RIGHTS THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH, THIS AGREEMENT OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN), OR ACTIONS OF EITHER PARTY.

## 20. General Provisions.

**a. Definitions and Interpretation.** Unless otherwise defined or required by the context in which any term appears: (i) the singular includes the plural and vice versa, (ii) the words "herein," "hereof" and "hereunder" refer to this Agreement as a whole and not to any particular section or subsection of this Agreement, (iii) references to any agreement, document or instrument mean such agreement, document or instrument as amended, restated, modified, supplemented or replaced from time to time, and (iv) the words "include," "includes" and "including" mean include, includes and including "without limitation." The captions or headings in this Agreement are strictly for convenience and will not be considered in interpreting this Agreement. As used in this Agreement, "Dollar" and the "\$" sign refer to United States dollars.

**b. Notices.** All notices under this Agreement shall be in writing and delivered by hand, electronic mail, overnight courier, or regular, certified, or registered mail, return receipt requested, and will be deemed received upon personal delivery, acknowledgment of receipt of electronic transmission, the promised delivery date after deposit with overnight courier, or five (5) days after deposit in the mail. Notices must be sent to the person identified in this Agreement at the addresses set forth in this Agreement or such other address as either Party may specify in writing.

**c. Survival.** Provisions of this Agreement that should reasonably be considered to survive termination of this Agreement, including, without limitation provisions related to billing and payment and indemnification, will survive termination of this Agreement.

**d. Further Assurances.** Each Party shall provide such information, execute and deliver any instruments and documents and to take such other actions as may be reasonably requested by the other Party to give full effect to this Agreement and to carry out the intent of this Agreement.

**e. Waivers.** No provision or right or entitlement under this Agreement may be waived or varied except in writing signed by the Party to be bound. No waiver of any of the provisions of this Agreement will constitute a waiver of any other provision, nor will such waiver constitute a continuing waiver unless otherwise expressly provided.

**f. Non-Dedication of Facilities.** Nothing in this Agreement may be construed as the dedication by either Party of its facilities or equipment to the public or any part thereof. Neither Party may knowingly take any action that would subject the other Party, or other Party's facilities or equipment, to the jurisdiction of any

Governmental Authority as a public utility or similar entity. Neither Party may assert in any proceeding before a court or regulatory body that the other Party is a public utility by virtue of such other Party's performance under this Agreement. If Seller is reasonably likely to become subject to regulation as a public utility, then the Parties shall use commercially reasonable efforts to restructure their relationship under this Agreement in a manner that preserves their relative economic interests while ensuring that Seller does not become subject to any such regulation. If the Parties are unable to agree upon such restructuring, Seller may terminate this Agreement without further liability under this Agreement except with respect to liabilities accrued prior to the date of termination and remove the System in accordance with Section 9 of this Agreement.

**g. Service Contract.** The Parties intend this Agreement to be a "service contract" within the meaning of Section 7701(e)(3) of the Internal Revenue Code of 1986. Purchaser shall not take the position on any tax return or in any other filings suggesting that it is anything other than a purchase of electricity from the System.

**h. No Partnership.** No provision of this Agreement may be construed or represented as creating a partnership, trust, joint venture, fiduciary or any similar relationship between the Parties. No Party is authorized to act on behalf of the other Party, and neither may be considered the agent of the other.

**i. Entire Agreement, Modification, Invalidity, Captions.** This Agreement constitutes the entire agreement of the Parties regarding its subject matter and supersedes all prior proposals, agreements, or other communications between the Parties, oral or written. This Agreement may be modified only by a writing signed by both Parties. If any provision of this Agreement is found unenforceable or invalid, such provision shall not be read to render this Agreement unenforceable or invalid as a whole. In such event, such provision shall be rectified or interpreted so as to best accomplish its objectives within the limits of applicable law.

**j. Forward Contract.** The transaction contemplated under this Agreement constitutes a "forward contract" within the meaning of the United States Bankruptcy Code, and the Parties further acknowledge and agree that each Party is a "forward contract merchant" within the meaning of the United States Bankruptcy Code.

**k. No Third-Party Beneficiaries.** Except as otherwise expressly provided herein, this Agreement and all rights hereunder are intended for the sole benefit of the Parties hereto, and the Financing Parties to the extent provided herein or in any other agreement between a Financing Party and Seller or Purchaser, and do not imply or create any rights on the part of, or obligations to, any other Person.

**l. Utility Rates.** Utility rates and utility rate structures are subject to changes. These changes cannot be accurately predicted. Projected savings from your distributed energy generation system are therefore subject to change. Tax incentives are subject to change or termination by executive, legislative or regulatory action.

**m. Counterparts.** This Agreement may be executed in any number of separate counterparts and each counterpart will be considered an original and together comprise the same Agreement.

End of Exhibit 3



Exhibit 4

Right to Enter Property and Access Sites for Proposed Solar Power Installations

Cameron Park Community Services District, a California community services district (hereafter “Purchaser”), and Brighton Energy, Inc., a California Corporation (hereafter “Seller”) enter into this Right to Enter Property and Access Sites for Proposed Solar Power Installations in order to grant access rights to Seller to perform the work Seller is obligated to perform under the Solar Power Purchase Agreement to which this document is Exhibit 4.

Recitals

A. Purchaser is the owner of those certain parcels or tracts of ground located in Cameron Park, County of El Dorado, State of California, and more particularly described on Attachment A attached hereto and incorporated here by reference. (Said real property described in Attachment A hereto is referred to herein as “the Property” or “Property.”)

B. Purchaser and Seller have entered into a Solar Power Purchase Agreement (the “Solar Agreement”) pursuant to which Seller has agreed to design, construct, install, operate, and maintain a certain solar photovoltaic system (the “System”) on the Property, as preliminarily depicted on Attachment B (the “Premises”) for the purpose of providing electric energy to portions of the facilities or facility (the “Facility”) located on the Property, and for purposes as otherwise set forth herein.

C. Purchaser desires to grant Seller the rights described herein for the purposes of designing, installing, operating, maintaining, and removing the System on and from the Property.

Agreement

1. Purchaser hereby grants to Seller and Seller’s agents, employees, contractors, and subcontractors non-exclusive commercial access rights to access on, over, under, and across the Property and/or the Premises. (Said non-exclusive commercial access rights are hereafter referred to as the “Access Rights.”) Said Access Rights shall last throughout the term of the Solar Agreement and for a reasonable period thereafter, but in no case later than one hundred eighty (180) calendar days. Said Access Rights shall be for the sole purpose of accomplishing the objectives of the Solar Agreement and for enabling Seller to fulfill its obligations under the Solar Agreement including the installation, operation, maintenance, and removal of the System.

2. The Access Rights granted to Seller are limited to access during reasonable business hours, except that they shall include access during non-business hours in the event of any event or circumstance that poses an imminent risk to human health, the environment, the Property, the Premises, and/or the System.

3. Seller or its designee shall have the right to exercise the Access Rights without cost in order to fulfill its obligations under this agreement and/or the Solar Power Purchase Agreement. Purchaser shall not charge Seller any amount for Seller’s exercise of the Access Rights.

4. During the term of the Solar Power Purchase Agreement, Seller’s Access Rights are preserved and Purchaser shall not interfere with or permit any third party to interfere with such Access Rights. The Access Rights granted hereunder shall be irrevocable during the term of the Solar Power Purchase Agreement, except upon expiration or earlier termination of the Solar Power Purchase Agreement, in which case Purchaser may

revoke said Access Rights. Upon expiration or earlier termination of the Solar Power Purchase Agreement, Seller shall have Access Rights for a period not to exceed 180 days for the purpose of removing the Facility.

5. Purchaser shall not take any action inconsistent with the foregoing.

Acknowledged and agreed by:

Brighton Energy, Inc., Seller

\_\_\_\_\_

\_\_\_\_\_

Print Name

\_\_\_\_\_

Title

Cameron Park Community Services District, Purchaser

\_\_\_\_\_

\_\_\_\_\_ President of the Board of Directors

Attachment "A"

Description of the Property

The photovoltaic system will be constructed on three parcels owned by the Cameron Park Community Service District as follows;

- 1.) Community Center – located at 2502 Country Club Drive, Cameron Park, CA 95682 – El Dorado County  
Assessor's Parcel Number: 119-190-006-000
- 2.) Fire Station 89 – located at 3200 Country Club Drive, Cameron Park, CA 95682 – El Dorado County  
Assessor's Parcel Number: 082-024-10-100

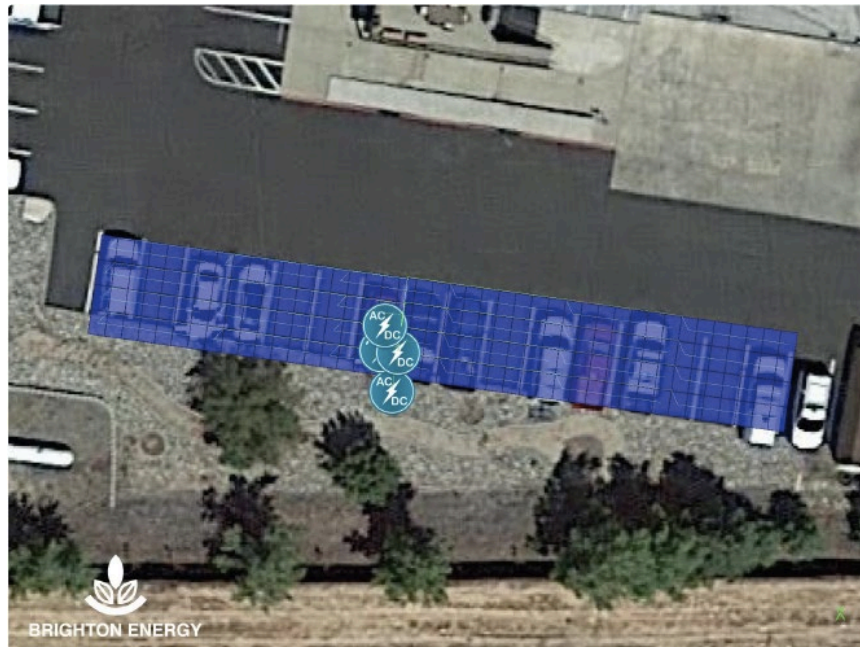
Attachment "B"

Description of the Premises

A 198.0 kW (dc) solar photovoltaic generating system mounted to carport structures located at 2502 Country Club Drive, depicted as follows:



A 55.4 kW (dc) solar photovoltaic generating system mounted to a carport structure located at 3200 Country Club Drive, depicted as follows:



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California        )  
                                          ) ss.  
County of                    )

On \_\_\_\_\_ before me, \_\_\_\_\_, a Notary Public,  
personally appeared \_\_\_\_\_, who proved to me on  
the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument  
and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by  
his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted,  
executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is  
true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California            )  
                                                  ) ss.  
County of                            )

On \_\_\_\_\_ before me, \_\_\_\_\_, a Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)



## Agenda Transmittal

**DATE:** February 17, 2020

**FROM:** Jill Ritzman, General Manager  
Vicky Neibauer, Finance Officer

**AGENDA ITEM #13:** **YEAR-END FISCAL YEAR 2019-2020 FISCAL REPORT (PRE-AUDIT)  
FOR GENERAL FUND, FUND 01**

**RECOMMENDED ACTION:** Receive and File

### Overview

The General Fund Budget for Fiscal Year 2019-2020 appropriated \$6,821,520 in revenues and \$7,004,011 in expenditures, with a final deficit of \$182,491 which was dedicated to improvements to capital assets.

The General Fund ended the Fiscal Year 2019-20 with a deficit of \$232,950 which is \$50,459 over budgeted deficit of \$232,950. Year-end revenues were under-collected by \$686,703 (10%), mostly related to recreation, community center and unreimbursed grant revenues. Expenditures were reduced by \$636,244 (9%) in all Departments (Attachments A and B).

### Background

The Cameron Park Community Services District (District) felt the effects of the pandemic beginning in the last quarter Fiscal Year 2019-2020, March – June 2020. The community center closed, recreation programming ceased and residents began staying home. The last quarter of a fiscal year is when the District typically generates much its revenues in user fees for recreation programming and facility rentals.

Compounding the effects of COVID was the operations of the Swimming Lagoon in July and August 2019. The Board of Directors removed the budget allocation for operational costs of the Swimming Lagoon to balance the District's Fiscal Year 2019-2020 Budget, but the Lagoon was not closed mid-summer. The continued operations of the Swimming Lagoon affected expenditures in both Parks and Recreation in the first quarter of the fiscal year.

## **Budget and Administration Committee**

The Budget and Administration Committee supported staff's methodology for appropriating operational and capital expenses (explained further below). The Committee members reviewed the General Fund 01 and several Special Funds including Fund 07 - Fire Reserves, Fund 80 - Facilities & Parks Reserves, Fund 03 – Quimby, and CC&R Fund 02. The Committee is forwarding the General Fund 01 to the Board of Directors for review. Staff is more fully vetting the Special Funds and returning to the Committee with additional information.

## **Discussion**

With the concurrence of the Budget and Administration Committee, staff allocated capital asset purchases to the newly formed Capital Asset Reserves in both Fire (Fund 07) and Facilities & Parks (Fund 80). These capital expenditures had previously been included in the General Fund 01, intermixed with operational expenses. This methodology, consistent with current fiscal year practices, provides the following benefits:

- ✓ Clearer tracking of operational costs year-by-year,
- ✓ Positions staff to better track capital asset expenses to capitalize the asset correctly and completely from the inception of the project/acquisition,
- ✓ Projects & Assets crossing fiscal years are accurately tracked,
- ✓ Adheres to the District's Reserve Policy.

The following is a list of significant Budget variance:

Accounts 4115, 4120 and 4125 are Special Fund (Quimby, Park Impact Fee and Fire Impact Fee) revenues dedicated to capital assets. As previously noted, revenues and expenditures for capital asset improvements are allocated in the specific Special Fund or Reserve.

Account 4165 Transfer In. Funds from the County for Fire Department Funds 05-09 were to be received in FY 2018-2019, but instead received in FY 2019-2020. Upon receipt, the Funds were allocated to the reciprocal Fire Department Funds held in at District's bank, which is seen in Fund 7000 Transfers Out.

Account 4185 Picnic Site Rentals is a budget error. In previous years, picnic fees were much higher and included kiosk revenues. A decrease in this line item was overlooked when picnic site rental fees were lowered.

Account 4262 Fire Apparatus. Engines were not rented as much as budgeted. This revenue source can be allocated to the Fire Capital Asset Reserves, consistent with the current practices in FY2020-2021.



Account 4400 Reimbursements. The amount budgeted is recreation program revenues which were to be received by Community Center budget to support facility operations; recreation revenues were down due to COVID.

Account 4600 Other Income. During final budget hearings in Sept 2019, staff recommended significant reductions in the Weed Abatement Ordinance program. Board asked staff to seek out additional revenue sources and to reduce the program less. That additional revenue source was not secured. In addition, District received less revenue than expected for the engine sale.

Account 5190 UI/TT Contribution is a budget error.

Account 5265 Education Materials and 5410 Postage is reflective of fire education materials supported by grant funds.

Account 5335 Legal Fees over-expenditure is due to a personnel investigation.

Account 5435 Rent/Lease is a budget error – oversight to budget for leasing school gym space for basketball program.

Account 5625 Capital Expenses are now accounted for in the Fire and Facilities & Parks Reserves.

### **Conclusion**

Additional expenses and loss of revenues due to COVID, and the unbudgeted expenses of the Swimming Lagoon, affected the District's year-end position for Fiscal Year 2019-2020. The deficit of \$232,950 (unaudited) can be addressed in part by the expected over-realization of property taxes in the current fiscal year. As mentioned the Fiscal Year 2020-2021 Mid-Year Budget Adjustments staff report, property tax revenues are expected to exceed budget, estimated to be approximately \$130,000.

In January, the Board of Directors approved Fiscal Year 2020-2021 Mid-Year Budget Adjustments to eliminate an expected deficit due to COVID. Property taxes were not included in the Mid-Year Budget, in anticipation of the Fiscal Year 2019-2020 shortfall.

### Attachments:

13A – Fund Balances

13B – FY19-20 Financial Report

Cameron Park Community Services District  
 Preliminary District Preliminary Budget Summary- Fund Balance, Tax Allocation  
 Fiscal Year 2020-21

**General Fund 01 Balances**

	Audited Fund Balance			Budget	Pre-Audit	Budget
	Fiscal Year 2016-17	Fiscal Year 2017-18	Fiscal Year 2018-19 *	Fiscal Year 2019-20	Fiscal Year 2019-20	Fiscal Year 2020-21
General Fund 01						
Fund Balance - Beginning	3,796,661	3,788,263	3,684,398	3,549,529	3,549,529	3,367,038
Excess Revenues Over (under) Expenditures	(8,398)	(103,786)	(134,869)	(182,491)	(232,949)	0
Fund Balance - Ending	3,788,263	3,684,477	3,549,529	3,367,038	3,316,580	3,367,038

\*FY 2018-19 Beginning Balance contains an audit adjustment of (\$79).

FY 2018-19 Deficit includes a prior year correction of \$112,963; without this prior year adjustment, the Deficit would total (\$21,906).

**Cameron Park Community Services District**  
Statement of Revenues and Expenditures - Unposted Transactions Included In Report  
01 - General Fund  
From 7/1/2020 Through 6/30/2021

Attachment 13B

		Prior Budget 1920	19-20 Year end actuals	FY2019 2020 Budget Variance \$	FY2019 2020 Budget Variance percentage
<b>Operating Revenue</b>					
Property Taxes	4110	4,184,387.00	4,253,025.60	68,638.60	1.64%
Franchise Fees	4113	200,000.00	188,602.30	(11,397.70)	(5.70)%
Park Impact Fees	4115	52,000.00	0.00	(52,000.00)	(100.00)%
Quimby Fees	4120	28,554.00	0.00	(28,554.00)	(100.00)%
Fire Development	4125	10,000.00	0.00	(10,000.00)	(100.00)%
Fire Marshall Plan Review	4132	18,000.00	40,723.90	22,723.90	126.24%
Youth Classes	4145	38,000.00	9,319.38	(28,680.62)	(75.48)%
Adult Classes	4146	36,727.00	16,526.81	(20,200.19)	(55.00)%
Youth Sports	4147	100,000.00	50,930.21	(49,069.79)	(49.07)%
Adult Sports	4148	18,800.00	6,800.00	(12,000.00)	(63.83)%
Camp Revenues	4149	12,800.00	0.00	(12,800.00)	(100.00)%
Senior Programs	4153	12,000.00	8,648.69	(3,351.31)	(27.93)%
Recreation Program Revenue	4154	11,609.00	942.50	(10,666.50)	(91.88)%
Transfer In	4165	0.00	62,430.99	62,430.99	0.00%
Special Events	4170	25,000.00	11,433.40	(13,566.60)	(54.27)%
Lake Entries - Daily (Kiosk)	4180	21,012.00	23,196.00	2,184.00	10.39%
Annual Passes (Lake/Pool Co...)	4181	21,666.00	28,055.23	6,389.23	29.49%
Picnic Site Rentals	4182	27,436.00	112.00	(27,324.00)	(99.59)%
Summer Kids Camp	4183	42,000.00	11,777.50	(30,222.50)	(71.96)%
Cameron Park Lake Concessions	4184	3,250.00	4,023.25	773.25	23.79%
Assembly Hall & Classroom Re...	4185	129,114.00	32,933.13	(96,180.87)	(74.49)%
Gym Rentals	4186	33,650.00	17,515.75	(16,134.25)	(47.95)%
Pool Rental Fees	4187	195,882.00	71,689.17	(124,192.83)	(63.40)%
Sports Field Rentals	4190	27,061.00	21,198.25	(5,862.75)	(21.66)%
Donations	4250	1,000.00	200.00	(800.00)	(80.00)%
Sponsorships	4255	30,000.00	6,075.00	(23,925.00)	(79.75)%
JPA Reimbursable	4260	1,150,000.00	1,122,399.78	(27,600.22)	(2.40)%
Fire Apparatus Equip Rental	4262	100,000.00	28,288.00	(71,712.00)	(71.71)%
Reimbursement	4400	64,717.00	8,930.17	(55,786.83)	(86.20)%
Weed Abatement	4410	23,263.00	11,220.66	(12,042.34)	(51.77)%
Interest Income	4505	59,000.00	45,593.55	(13,406.45)	(22.72)%
Other Income	4600	121,592.00	50,278.80	(71,313.20)	(58.65)%
Grant - CI	4605	23,000.00	1,946.35	(21,053.65)	(91.54)%
<b>Total Operating Revenue</b>		<b>6,821,520.00</b>	<b>6,134,816.37</b>	<b>(686,703.63)</b>	<b>(10.07)%</b>
<b>Expenditures</b>					
Salaries - Perm.	5000	648,646.00	673,231.56	24,585.56	3.79%
Salaries - Seasonal	5010	157,170.00	118,195.46	(38,974.54)	(24.80)%

**Cameron Park Community Services District**  
Statement of Revenues and Expenditures - Unposted Transactions Included In Report  
01 - General Fund  
From 7/1/2020 Through 6/30/2021

Attachment 13B

		Prior Budget 1920	19-20 Year end actuals	FY2019 2020 Budget Variance \$	FY2019 2020 Budget Variance percentage
Overtime	5020	5,899.00	8,740.78	2,841.78	48.17%
Health Benefit	5130	108,174.00	125,407.45	17,233.45	15.93%
Retiree Health Benefit	5135	69,042.00	81,001.21	11,959.21	17.32%
Dental Insurance	5140	9,488.00	11,111.07	1,623.07	17.11%
Vision Insurance	5150	1,460.00	1,627.45	167.45	11.47%
CalPERS Employer Retirement	5160	220,831.00	213,596.31	(7,234.69)	(3.28)%
Worker's Compensation	5170	56,127.00	58,277.36	2,150.36	3.83%
FICA/Medicare Employer Cont...	5180	19,963.00	21,571.28	1,608.28	8.06%
UI/TT Contribution	5190	42,188.00	10,053.51	(32,134.49)	(76.17)%
Advertising/Marketing	5209	30,095.00	24,044.78	(6,050.22)	(20.10)%
Agriculture	5215	18,485.00	8,870.05	(9,614.95)	(52.01)%
Audit/Accounting	5220	47,500.00	43,902.31	(3,597.69)	(7.57)%
Bank Charge	5221	14,141.00	8,526.71	(5,614.29)	(39.70)%
Clothing/Uniforms	5230	8,360.00	6,127.04	(2,232.96)	(26.71)%
Computer Software	5231	28,483.00	22,193.50	(6,289.50)	(22.08)%
Computer Hardware	5232	47,758.00	38,260.52	(9,497.48)	(19.89)%
Contractual Services	5235	20,000.00	6,479.55	(13,520.45)	(67.60)%
Contractual - Provider Services	5236	3,710,059.00	3,739,052.27	28,993.27	0.78%
Contract Services - Other	5240	106,591.00	122,095.08	15,504.08	14.55%
Director Compensation	5250	13,700.00	11,759.02	(1,940.98)	(14.17)%
EDC Department Agency	5260	4,268.00	4,268.20	0.20	0.00%
Educational Materials	5265	6,845.00	14,027.83	7,182.83	104.94%
Equipment-Minor/Small Tools	5275	9,500.00	6,912.29	(2,587.71)	(27.24)%
Fire & Safety Supplies	5285	4,803.00	6,926.21	2,123.21	44.21%
Fire Prevention & Inspection	5290	1,800.00	1,100.00	(700.00)	(38.89)%
Fire Turnout Gear	5295	31,000.00	30,195.26	(804.74)	(2.60)%
Fire- Volunteer/Resident	5296	29,200.00	10,816.60	(18,383.40)	(62.96)%
Food	5300	4,117.00	4,759.35	642.35	15.60%
Fuel	5305	71,028.00	53,577.49	(17,450.51)	(24.57)%
Government Fees/Permits	5310	29,934.00	20,464.81	(9,469.19)	(31.63)%
Household Supplies	5315	26,701.00	29,475.36	2,774.36	10.39%
Instructors	5316	52,090.00	47,220.76	(4,869.24)	(9.35)%
Insurance	5320	103,500.00	97,704.65	(5,795.35)	(5.60)%
Legal Services	5335	14,250.00	40,171.41	25,921.41	181.90%
Maint. - Vehicle Supplies	5340	4,000.00	26.58	(3,973.42)	(99.34)%
Maint. - Buildings	5345	50,495.00	31,585.39	(18,909.61)	(37.45)%
Maint. - Equipment	5350	46,668.00	44,609.28	(2,058.72)	(4.41)%
Maint. - Grounds	5355	86,488.00	21,257.86	(65,230.14)	(75.42)%
Maint. - Radio/Phones	5360	2,000.00	1,959.41	(40.59)	(2.03)%

**Cameron Park Community Services District**  
Statement of Revenues and Expenditures - Unposted Transactions Included In Report  
01 - General Fund  
From 7/1/2020 Through 6/30/2021

Attachment 13B

		Prior Budget 1920	19-20 Year end actuals	FY2019 2020 Budget Variance \$	FY2019 2020 Budget Variance percentage
Maint. - Tires & Tubes	5365	16,100.00	9,923.85	(6,176.15)	(38.36)%
Maint. - Vehicle	5370	21,000.00	22,916.91	1,916.91	9.13%
Medical Supplies	5375	766.00	217.30	(548.70)	(71.63)%
Memberships/Subscriptions	5380	9,445.00	10,494.62	1,049.62	11.11%
Mileage Reimbursement	5385	1,028.00	916.99	(111.01)	(10.80)%
Miscellaneous	5395	0.00	40.00	40.00	0.00%
Office Supplies/Expense	5400	10,848.00	13,724.96	2,876.96	26.52%
Pool Chemicals	5405	21,500.00	23,398.15	1,898.15	8.83%
Postage	5410	4,400.00	8,213.77	3,813.77	86.68%
Printing	5415	614.00	211.88	(402.12)	(65.49)%
Professional Services	5420	161,432.00	78,764.00	(82,668.00)	(51.21)%
Program Supplies	5421	25,242.00	15,784.35	(9,457.65)	(37.47)%
Publications & Legal Notices	5425	595.00	0.00	(595.00)	(100.00)%
Radios	5430	2,500.00	2,370.88	(129.12)	(5.16)%
Refund-Activity Pass	5431	1,500.00	0.00	(1,500.00)	(100.00)%
Rent/Lease - Bldgs, Fields, etc.	5435	30.00	7,060.00	7,030.00	23,433.33%
Rent/Lease - Equipment	5440	9,820.00	8,072.16	(1,747.84)	(17.80)%
Staff Development	5455	28,050.00	12,895.57	(15,154.43)	(54.03)%
Special Events	5465	4,238.00	4,650.35	412.35	9.73%
Summer Spectacular	5466	0.00	828.34	828.34	0.00%
Phones/internet	5470	44,589.00	42,134.52	(2,454.48)	(5.50)%
Utilities - Water	5490	42,500.00	44,436.17	1,936.17	4.56%
Utilities - Electric/Gas	5492	168,350.00	158,555.71	(9,794.29)	(5.82)%
Utilites - Water/Irrigation	5495	0.00	867.37	867.37	0.00%
Vandalism	5500	2,000.00	0.00	(2,000.00)	(100.00)%
Cal Fire In Kind Purchases	5501	13,500.00	14,794.73	1,294.73	9.59%
Capital Equipment Expense	5625	451,117.00	0.00	(451,117.00)	(100.00)%
Transer Out	7000	0.00	65,310.50	65,310.50	0.00%
<b>Total Expenditures</b>		<u>7,004,011.00</u>	<u>6,367,766.09</u>	<u>(636,244.91)</u>	<u>(9.08)%</u>
<b>Net Revenue Over Expenditures</b>		<u>(182,491.00)</u>	<u>(232,949.72)</u>	<u>(50,458.72)</u>	<u>27.65%</u>



## **Agenda Transmittal**

**DATE:** February 17, 2021

**FROM:** Eric Aiston, Board President

**AGENDA ITEM #14:** 2021 WORK PLAN

**RECOMMENDED ACTION:** APPROVE

The Cameron Park Community Services District Board of Directors' Standing Committees reviewed, discussed and updated the 2020 Work Plan. Below lists the 2021 Work Plan for each Standing Committee.

### **Budget and Administration Committee**

- Complete the District 5 Year Strategic Plan,
- Update the 5 Year Budget Projection,
- Develop Funding Plan for Capital Asset Reserves,
- Attain District of Distinction Certification,
- Develop an Annual Calendar for Board of Directors Actions related to District Finances,
- Plan for Financial Sustainability to continue services post-pandemic.

### **CC&R Committee**

- Update the CC&R Handbook to reflect current best practices and provide framework for Committee functions.
- Create guidelines and procedures for the Architecture Review Committee to include in the CC&R Handbook.

- Develop a White Paper regarding opportunities to consolidate all CC&Rs into a single community-wide CC&R.

### **Fire & Emergency Services Committee**

- Complete education and fuel reduction projects funded by the California Climate Investment grant.
- Continue to look for grants that will fund Fire Department equipment and programs.
- Explore opportunity to implement a First Responder Fee to support Fire Department Advanced Life Support Paramedic services.
- Plan Improvements at Fire Station 88 to accommodate current operations and staffing levels.
- Fire Station Training Tower Construction and Activation of Training Programs.
- In support of El Dorado County Public Health, take an active role in the County's response to the COVID pandemic with immunizations, community education and implementation measures to protect the health of Fire Department personnel and the residents they serve.

### **Parks and Recreation Committee**

- Implement planning for a new playground feature at the old Swimming Lagoon site, including facility design/specifications and determine funding for improvements.
- Support new base of operations for Recreation Department as COVID restrictions lessen and community needs change.
- Plan for a Park Entry Sign program to clearly identify as a Cameron Park Community Services District public park, and plan for a hierarchy of signs on the interior of parks, directional, informative, educational and park rules.



**Budget and Administration Committee**  
**Tuesday, February 2, 2021**  
**6:30 p.m.**

**TELECONFERENCE ZOOM MEETING**  
<https://us02web.zoom.us/j/81028110590>

**Meeting ID: 810 2811 0590**

(Teleconference/Electronic Meeting Protocols are attached)

**Agenda**

Members: Chair Director Eric Aiston (EA), Vice Chair Director Felicity Wood Carlson (FC)  
Alternate Director Monique Scobey (MS)

Staff: Jill Ritzman, General Manager and Vicky Neibauer, Finance/Human Resources Officer

**CALL TO ORDER**

**ROLL CALL**

*Public testimony will be received on each agenda item as it is called. Principal party on each side of an issue is allocated 10 minutes to speak, individual comments are limited to 3 minutes except with the consent of the Committee; individuals shall be allowed to speak on an item only once. Members of the audience are asked to volunteer their name before addressing the Committee. The Committee reserves the right to waive said rules by a majority vote.*

**ADOPTION OF AGENDA**

**APPROVAL OF CONFORMED AGENDA**

**OPEN FORUM**

*Members of the public may speak on any item not on the agenda that falls within the responsibilities of the Committee.*

**DEPARTMENT MATTERS**

- 1. Fiscal Year 2019-2020 Year-End Report, General Fund 01, CCRs, Quimby, Capital Asset Reserves (pre-audit) (V. Neibauer)**



- 2. Pool Heater & Lights – Vendor Selection and Budget Allocation** (hand-carry to meeting; M. Grassle)
- 3. Finalize Work Plan 2021** (J. Ritzman)
- 4. Staff Updates**
  - a. December Check Register Review (V. Neibauer)
  - b. Fire Apparatus Lease Information (V. Neibauer)
  - c. Legislative Updates (J. Ritzman)
  - d. Strategic Plan (J. Ritzman)
- 5. Items for February & Future Committee Meetings**
  - Policy Updates: Legislative Policy, Debt Management Policy
- 6. Items to take to the Board of Directors**

**MATTERS TO AND FROM COMMITTEE MEMBERS & STAFF**

**ADJOURNMENT**

Cameron Park Community Services District  
2502 Country Club Drive  
Cameron Park, CA 95682



**Covenants, Conditions & Restrictions (CC&R) Committee**  
**Monday, February 1, 2021**  
**5:30 p.m.**

**TELECONFERENCE ZOOM MEETING**

<https://us02web.zoom.us/j/82181960647>

**Meeting ID: 821 8196 0647**

(Teleconference/Electronic Meeting Protocols are attached)

**Agenda**

Members: Bob Dutta (BD), Patricia Rivera (PR), Kelly Kantola (KK)  
Director Monique Scobey (MS), Director Ellie Wooten (EW)  
Alternate Director Sid Bazett (SB)

Staff: General Manager Jill Ritzman, CC&R Compliance Officer Jim Mog

**1. CALL TO ORDER**

**2. ROLL CALL**

- Welcome New Members
- Nominate Committee Chair and Vice Chair

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**3. APPROVAL OF AGENDA**

**4. APPROVAL OF CONFORMED AGENDA**

**5. OPEN FORUM**

*Members of the public may speak on any item not on the agenda that falls within the responsibilities of the Committee.*

## **COMMITTEE REVIEW/ACTION**

### **6. Review and Support Items (J. Mog)**

6a. Discuss 2021 Work Plan – Staff seeking Committee Input and Support

6b. ARC Policy – Staff seeking Committee Support

### **7. MONTHLY STAFF REPORT**

#### **7a. Open Violations, CC&R Violation Manager Case Detail Report – December through January**

- Initial Notices - 2
- Final Notices - 0
- Pre-Legal Notices – 1
- Pending – 0
- Courtesy Notices Sent – 9
- Ticketed Violations - 3
- Cleared Cases - 10
- 64 cases total Open

#### **7b. Architectural Review Projects – December through January**

- Projects Reviewed – 21
- Approved – 21
- Denied – 0
- Held Over – 2

#### **7c. Staff Updates**

- Silver Springs – Staff update to Committee
- Air Park CC&R and Air Park Management Collaboration – Staff update to Committee
- New Mailer Campaigns in the works – Staff update to Committee

### **8. District Strategic Plan – Presentation and Discussion**

### **9. Items for March and Future CC&R Committee Agendas**

### **10. Items to take to the Board of Directors**

### **11. MATTERS TO AND FROM COMMITTEE MEMBERS & STAFF**

### **12. ADJOURNMENT**



**Fire and Emergency Services Committee**  
**Tuesday, February 2, 2021**  
**5:30 p.m.**

**TELECONFERENCE ZOOM MEETING**  
<https://us02web.zoom.us/j/85777560056>

**Meeting ID: 857 7756 0056**

(Teleconference/Electronic Meeting Protocols are attached)

**Agenda**

Members: Chair Director Sidney Bazett (SB), Vice Chair Director Monique Scobey (MS)  
Alternate Director Eric Aiston (EA)

Staff: General Manager Jill Ritzman, Chief Sherry Moranz, Chief Jed Gaines

**CALL TO ORDER**

**ROLL CALL**

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**ADOPTION OF AGENDA**

**APPROVAL OF CONFORMED AGENDA**

**OPEN FORUM**

*Members of the public may speak on any item not on the agenda that falls within the responsibilities of the Committee.*

## **DEPARTMENT MATTERS**

- 1. Work Plan 2021, Finalize** (J. Ritzman, S. Moranz)
- 2. DTA's Scope of Work and Fee Proposal, User Fee Study for First Responder Fee** (S. Moranz)
- 3. Station 88 Architect Services** (J. Gaines)
- 4. Staff Updates**
  - a. Fire Department Report (J. Gaines)
- 5. Items for March and Future Committee Agendas**
- 6. Items to take to the Board of Directors**

## **MATTERS TO AND FROM COMMITTEE MEMBERS & STAFF**

## **ADJOURNMENT**



**Parks & Recreation Committee**  
**Monday, February 1, 2021**  
**6:30 p.m.**

**TELECONFERENCE ZOOM MEETING**  
<https://us02web.zoom.us/j/83894323584>  
**Meeting ID: 838 9432 3584**

(Teleconference/Electronic Meeting Protocols are attached)

**Agenda**

Members: Chair Director Felicity Carlson (FC), Vice Chair Director Sidney Bazett (SB)  
Alternate Director Ellie Wooten (EW)

Staff: General Manager Jill Ritzman, Recreation Supervisor Whitney Kahn,  
Parks Superintendent Mike Grassle

**CALL TO ORDER**

**ROLL CALL**

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**APPROVAL OF AGENDA**

**APPROVAL OF CONFORMED AGENDAS**

**OPEN FORUM**

*Members of the public may speak on any item not on the agenda that falls within the responsibilities of the Committee.*

**DEPARTMENT MATTERS**

- 1. Review and Finalize Work Plan 2021** (J. Ritzman)
- 2. Park Entry Signs – Design Suggestions** (M. Grassle; oral report with hand-outs depiction of proposed signs, costs)

**3. Board of Directors Authorization for State Park Program Grant (W. Kahn)**

**4. Staff Oral & Written Updates**

- a. Recreation Report (W. Kahn)
- b. Parks & Facilities Report (M. Grassle)

**5. Items for March & Future Committee Agendas**

**6. Items to take to the Board of Directors**

**MATTERS TO AND FROM COMMITTEE MEMBERS**

**ADJOURNMENT**