



AGENDA

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

REGULAR BOARD MEETING
Wednesday, April 21, 2021
6:30 p.m.

TELECONFERENCE ZOOM MEETING
<https://us02web.zoom.us/j/87165147515>

Meeting ID: 871 6514 7515

(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

AGENDA

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.

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.

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.

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 #9 to be discussed and acted upon individually.

4. Conformed Agenda – Board of Directors Meeting March 17, 2021
 5. **RECEIVE AND FILE** General Manager's Report
 6. **APPROVE** Amendment to the Agreement between the Cameron Park Community Services District and Epperson Law Group
 7. **APPROVE** Settlement Agreements with Luppen & Hawley, R&R Maher, EJ Masonry, Doug Veerkamp, J. Lussier, and ProWest
 8. **RECEIVE AND FILE** Third Quarter Fiscal Year 2020-21 Budget to Actuals Report
-

GENERAL BUSINESS

AGENDA

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. **REVIEW, DISCUSS AND APPROVE** 2021-2026 Strategic Plan for Cameron Park Community Services District
11. **SELECT AND APPROVE** Local Area Formation Commission Election Ballot

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.

12. General Matters to/from Board Members and Staff
 - Upcoming Trainings & Community Meetings
 - Solar Project Update (oral, J. Ritzman)
13. Committee Chair Report-Outs (this month's Committee Agendas)
 - a. Budget & Administration
 - b. Covenants, Conditions & Restrictions (CC&R)
 - c. Fire & Emergency Services
 - d. Parks & Recreation - Cancelled

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.

CONVENE TO CLOSED SESSION

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

- Pubic Employment pursuant to Government Code section 54957 – General Manager Recruitment
- Conference with legal counsel – Anticipated Litigation pursuant to Government Code section 54956.9 – one potential case.

RECONVENE TO OPEN SESSION AND REPORT OUT OF CLOSED SESSION

Pursuant to Government Code §54957.1, the legislative body of any local agency shall publicly report any action taken in closed session and the vote or abstention of every member present thereon.

Please contact the District office at (530) 677-2231 or 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 for future notification of Cameron Park Community Services District meetings.



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/91111111111> 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, 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.



CAMERON PARK COMMUNITY SERVICES DISTRICT

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

CONFORMED AGENDA

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

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

TELECONFERENCE ZOOM MEETING
<https://us02web.zoom.us/j/83828238122>

Meeting ID: 838 2823 8122

(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

CALL TO ORDER – 6:31pm

1. Roll Call – EA/FC/SB/MS/EW
 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.

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*

MS/SB – Motion passed

Ayes – EA/FC/SB/MS/EW

Noes – None

Absent – None

Abstain – None

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.

- *Recreation Department Report – Recreation Programs and Services (Whitney Kahn and Kimberly Vickers, Recreation Team)*
-

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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CONFORMED AGENDA

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 #9 to be discussed and acted upon individually.

4. Conformed Agenda – Board of Directors Meeting February 17, 2021
5. Conformed Agenda – Board Of Directors Strategic Plan Workshop February 24, 2021
6. **Receive and File** General Manager’s Report
7. **APPROVE** Resolution No. 2021-07 Directing Preparation of the Annual Engineers Report for Landscaping and Lighting Districts for the Fiscal Year 2020/21
8. **APPROVE** Resolution No. 2021-08 Directing Auditor of El Dorado County to Levy and Collect Assessments for the Fiscal Year 2020/21

- *Motion to Approve the Consent Agenda with the following correction:*

- *Pull Item #8*

FC/MS - Motion Passed

Ayes – EA/FC/SB/MS/EW

Noes – None

Absent – None

Abstain – None

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
 - *Item #8 Approve Resolution No. 2021-08 Directing Auditor of El Dorado County to Levy and Collect Assessments for the Fiscal Year 2021/22*
 - *Motion to Approve Resolution No. 2021-08 Directing Auditor of El Dorado County to Levy and Collect Assessments for the Fiscal Year 2021/22*
 - *FC/EW - Motion Passed*
 - Ayes – EA/FC/SB/MS/EW*
 - Noes – None*
 - Absent – None*
 - Abstain – None*

CONFORMED AGENDA

10. **APPROVE** Proclamation March is American Red Cross Month (M. Mohr)

- *Motion to Approve Proclamation March is American Red Cross Month with the re-wording of Local Volunteers to Local Red Cross Volunteers after the 4th WHERE AS.*

- *SB/EW – Motion Passed*

Ayes – EA/FC/SB/MS/EW

Noes – None

Absent – None

Abstain – None

11. **APPROVE** Resolution 2021-09 Agreement between ARC Alternatives and Cameron Park Community Services District, and Budget Allocation of \$36,000 for Fiscal Year 2020-2021

- *Motion to Approve Resolution 2021-09 Agreement between ARC Alternatives and Cameron Park Community Services District, and Budget Allocation of \$36,000 for Fiscal Year 2020-2021*

- *MS/FC – Motion Passed*

Ayes – EA/FC/SB/MS/EW

Noes – None

Absent – None

Abstain – None

12. **APPROVE** Resolution 2021-10 Authorize General Manager to Sign Construction Related Documents for Installation of Solar Project

- *Motion to Approve Resolution 2021-10 Authorize General Manager to Sign Construction Related Documents for Installation of Solar Project*

- *MS/SB - Motion Passed*

Ayes – EA/FC/SB/MS/EW

Noes – None

Absent – None

Abstain – None

CONFORMED AGENDA

13. **APPROVE** Nomination of Monique Scobey for El Dorado Local Area Formation Commission Special District Director

- *Motion to Approve the Nomination of Monique Scobey for El Dorado Local Area Formation Commission Special District Director*

- *SB/EW – Motion Passed*

Ayes – EA/FC/SB/MS/EW

Noes – None

Absent – None

Abstain – None

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.

14. General Matters to/from Board Members and Staff

- Upcoming Trainings & Community Meetings
 - CSDA Gold Country Chapter Workshop, April 21, 2021 (Virtual)
- Solar Project Update (J. Ritzman)

FC – *Enjoyed a fabulous dinner for the Rotary Fundraiser at Los Pinos*

EW – *Nothing new*

SB – *Checked out the local poverty levels in the two school districts in Cameron Park; 15% in one and 7% in the other*

EA – *Had some questions for the Fire Department; reminder of trainings/webinars; had the privilege to observe a CC&R Committee Meeting*

MS – *Attended EDSWAC (El Dorado Disposal) along with Jill; found it very insightful and informative with how some of the ways other Disposal/Recycling businesses are doing outreach*

SM – *Station 89 Solar and Training Tower updates; Tower should be up by the end of May*

JR – *Thanks to everyone for their excitement on the Rec Departments presentation; El Dorado Disposal will be doing a sneak-peak tour on Monday March 30th from 5:30pm - 6:30pm, but will not fully open until later on in April; the District has hired MRG to help recruit for the Finance/Human Resources Officer; the Prop 68 Grant for \$1.7 Million was submitted and will know the outcome this summer; Christa McAuliffe renovations will be starting in the next 1-2 weeks*

MG – *Anticipate Christa to be Closed all summer with a tentative reopen date of late August early September*

CONFORMED AGENDA

15. 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.

- *Motion to Adjourn with the request to change the order of Items #14 & #15 on future Agendas*
 - *MS/EW – Motion Passed*
 - *All in favor*

ADJOURNMENT – 9:13pm

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Agenda Transmittal

DATE: April 21, 2021

FROM: Jill Ritzman, General Manager

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

RECOMMENDED ACTION: Receive and File.

The District is working to fill staff vacancies, including Finance Officer and Recreation Coordinator. We've received applications from many qualified candidates. Interviews are taking place for the Recreation Coordinator, and staff expects to have a new member of the Recreation Team in early May. Interviews for the Finance/HR Officer will occur later this month.

ARC Consultants, Brighton and District staff continue to meet on a weekly basis to prepare for the upcoming Solar System construction project. Alternative ingress/egress routes for staff and the public were determined. An information banner will be hung soon informing people of the project, and an information sheet is posted on the District website. Steel is taking longer to acquire than originally expected. The construction start date is to be in early July.

County's Ad Hoc Committee for Senior Services continues to meet every two weeks. No new updates for in-person congregate dining or senior programming, but staff continues to monitor State guidelines.

The County held a meeting with community service, recreation and fire districts in El Dorado County regarding federal funds available from the American Rescue Fund. Chief Moranz and I attended these meetings. Recovering loss of revenues is an eligible grant from this fund. The District will have a draft request to the County in early May.

El Dorado Disposal hosted a "sneak peek" of the new Cameron Park Recycle Center. The County assigned a new address of 3350 Saratoga Lane, which will make finding the Center easier. El Dorado Disposal is waiting for the State's approval for re-locating the Center from behind Bel Aire.

I met with LAFCO staff to discuss the annexation process of parcels within the District's Sphere of Influence, roles and responsibilities between County and District to initiate the process, costs, and CEQA requirements.

An all-staff meeting occurred on pool deck this month, to acknowledge the good work of departing staff members, congratulate those who have been promoted and welcome new staff members. Staff received a District update regarding the solar project and the strategic plan.

The CSDA Gold Country Chapter continues to organize a virtual workshop on April 21. More details will be forthcoming.

CCR

Door hangers are the latest communication tool being used by staff to notify homeowners about a potential CC&R violations. This tool is considered a "courtesy notice" and has been received well by residents who have received and responded to the notice. The District also has "Architectural Review Committee Approved" signs for homeowners who have an approved project to let their neighbors know that their exterior home improvement project was approved by the District.

Fire Department

Station 88 and 89 fire crews immediately responded to a structure fire on Toronto Road, across the street from Station 88, limiting the spread of the structure fire. County Department of Transportation fuel reduction work to enhance ingress and egress along Holly Hills Lane and Montclair Rd was completed. Project was funded with the CA Climate Investment Grant. Spring defensible space postcards scheduled for mailing this month. Staff are meeting with BLM managers to discuss future collaboration and support of the fuels reduction program at the Pine Hill Preserve.

Parks & Facilities

The spray program, which started in 2019 as an element of the fuels reduction program on District properties, is a great success. No follow-up treatment was needed in those areas allowing staff to re-assign Growlersburg to new projects. Christa McAuliffe Park sports field renovation is completed and now the grass grows. The field will be closed until later this summer. Staff is monitoring and abating weeds and rodents.

The Disc Golf Course proves to be a great success, but is impacting other uses at Cameron Park Lake. Parks Superintendent is actively working with El Dorado Disc Sports to mitigate impacts, especially to the limited parking. Disc Golf is leasing the District's concession stand for a portion of their proceeds.

Recreation Department

Staff is interviewing candidates for summer seasonal jobs at the pool, day camp and Cameron Park Lake kiosk. Opportunities still exist for summer positions.

The Easter Eggs were found at the Community Pool and several parks over a two weekend time period. A few golden eggs contained prizes such as an Annual Pass. The Easter Bunny (aka Director Monique Scobey) enjoyed her interactions with kids in the District's park system.

As we have all heard, COVID tiers will be rescinded by the state on June 15. Staff is cautiously optimistic that in-person programming can resume this summer. Recreation Team is planning for a phased approach to re-opening recreation programs.

Administration Department

With the Finance/HR Officer vacancy, staff has been doing a great job keeping up with the budget timeline and audit requirements. A draft audit was received for internal review, which staff expects to forward to Budget and Administration Committee in May. The Fiscal Year 2021-2022 Budget development is keeping with the Board-approved timeline.

*Cameron Park
Community Services District*



Agenda Transmittal

DATE: April 21, 2021

FROM: Jill Ritzman, General Manager

AGENDA ITEM #6: **FIRST AMENDMENT TO THE AGREEMENT BETWEEN CAMERON PARK COMMUNITY SERVICES DISTRICT AND EPPERSON LAW GROUP**

RECOMMENDED ACTION: APPROVE

Due to expected changes on the District's leadership team, staff is recommending that the agreement between the Cameron Park Community Services District and the Epperson Law Group be extended by one year under the same terms and conditions. Jason Epperson is agreeable to this extension. Having an attorney familiar with the District's operations and policy will be of great assistance to new leadership in the first months of their tenure.

Attachments

A – Resolution

B – Amendment to the Agreement

C – Agreement with Epperson Law Firm, 2019

RESOLUTION NO. 2021-#06a
of the Board of Directors
of the Cameron Park Community Services District
April 21, 2021

RESOLUTION TO APPROVE THE FIRST AMENDMENT TO THE ATTORNEY
SERVICES AGREEMENT BETWEEN THE CAMERON PARK COMMUNITY
SERVICES DISTRICT AND EPPERSON LAW GROUP

WHEREAS, Cameron Park Community Services District (District) and Epperson Law Group entered into an Attorney Services Agreement on May 15, 2019; and

WHEREAS, the District and Firm desire to continue services for one year with the same terms and conditions to May 15, 2022.

NOW, THEREFORE, BE IT RESOLVED, the Board of Directors of the Cameron Park Community Services District approves an Amendment to the Agreement between Cameron Park Community Services District and Epperson Law Group to extend services by one year under the same terms and conditions, and authorize the General Manager to execute the Agreement.

PASSED AND ADOPTED by the Board of Directors of the Cameron Park Community Services District, at a regular scheduled meeting, held on the 21st day of April, 2021, by the following vote of said Board:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Eric Aiston, President
Board of Directors

Jill Ritzman, General Manager
Secretary to the Board

**FIRST AMENDMENT
TO
CAMERON PARK ATTORNEY SERVICES AGREEMENT
BETWEEN CAMERON PARK COMMUNITY SERVICES DISTRICT
AND EPPERSON LAW GROUP**

The First Amendment to the Cameron Park Attorney Services Agreement between Cameron Park Community Services District (District) and Epperson Law Group PC (Firm) entered as of April 13, 2021 to discharge duties of the General Counsel.

RECITALS

WHEREAS, the District and Firm entered into an Attorney Services Agreement on May 15, 2019;

WHEREAS, the District and Firm desire to continue services for one year with the same terms and conditions to May 15, 2022; and

WHEREAS, District's Board of Directors approved this First Amendment to the Attorney Services Agreement on April 13, 2021 and authorized the General Manager to execute the agreement.

NOW THEREFORE, District and Firm do hereby adopt this First Amendment to said legal services agreement, extending the date of performance described in section 3 of said legal services agreement to May 15, 2022.

Further, District and Firm agree that "Section 5. Notices" of said legal services agreement is hereby revised to list Firm's mailing address for all purposes as follows:

Epperson Law Group, PC
Jason S. Epperson
114 E. Shaw Avenue, Suite 102
Fresno, California 93710

Firm and District agree that said legal services agreement shall remain the same in all other terms and conditions.

Jason Epperson,
Epperson Law Firm

Jill Ritzman, General Manager
General Manager

**CAMERON PARK
ATTORNEY SERVICES AGREEMENT**

This Agreement is effective by and between the Cameron Park Community Services District (“Cameron Park”), and the law firm of Epperson Law Group, PC (“Firm”) as General Counsel.

RECITALS

1. Cameron Park Desires to engage the services of Firm to discharge the duties of the General Counsel.
2. Cameron Park and Firm desire to set forth in this Agreement the terms, conditions, and benefits of such engagement.
3. Firm desires to accept the engagement as General Counsel as set forth herein.
4. This Agreement is subject to the Firm Billing Policies attached here to as Exhibit 1 and incorporated herein. The Billing Policies are applicable and in effect unless otherwise changed by the terms of this Agreement.
5. Cameron Park and Firm agree that the Effective Date of this Agreement shall be May 15, 2019, notwithstanding that this Agreement is executed below at a later date.
6. This Agreement replaces in their entirety any and all prior agreements for legal services executed by the parties hereto.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

SECTION 1. DUTIES AND FIRM STATUS

A. Cameron Park hereby retains Firm as General Counsel to perform such functions and duties and to provide legal advice and perform legal services for Cameron Park consistent with the role of General Counsel and as Cameron Park shall from time to time assign. Jason S. Epperson shall serve as the General Counsel. Other members of the Firm may be called upon to provide legal services to the Cameron Park under the supervision and direction of General Counsel, as necessary.

B. Firm agrees that it shall itemize its monthly billing. Such itemization shall be broken into the following categories:

General Manager
Staff Contacts
Board Member Contacts
Lights and Landscaping District

Parks
 Labor Relations / Personnel
 Recreation
 Litigation (separated by each different matter)

Cameron Park and Firm agree that the above list is subject to revision at the direction of the Cameron Park Board of Directors or the General Manager. Revision may be memorialized in an email but will not require an amendment to this Agreement.

Firm agrees that at least quarterly the General Counsel shall report to the Board of Directors a breakdown of costs and fees billed during the prior quarter in each of the above categories.

Firm shall itemize all bills in detail so that they are transparent and convey the subject matter and the duties of the work performed. Firm shall bill in segments tenths of an hour.

C. Firm agrees that at least twice per year the General Counsel shall report to the Board of Directors a summary of work performed, including without limitation, a recommendation to mitigate future legal costs.

D. Contact by Cameron Park to General Counsel shall be limited to the Cameron Park General Manager or President of the Board of Directors. Individual members of the Board of Directors may contact the General Counsel if approved by the President of the Board or a majority of the Board of Directors.

E. In the event of litigation or potential litigation, Cameron Park will articulate the background and questions surrounding the legal matter to the General Counsel. The General Counsel shall provide to the Board of Directors options for proceeding, potential policy implications of verdicts, and legally defensible defenses. The General Counsel shall also report to the Board of Directors non-binding estimates for costs and fees for each likely phase of litigation, as well as provide a risk assessment. Cameron Park and the General Counsel shall be proactive to attempt to avoid litigation and will be transparent in disclosing exposure and costs.

SECTION 2. COMPENSATION

A. Hourly Rate

At the end of each month Firm will invoice Cameron Park for all legal services performed by Firm, which invoice is payable on receipt. The billable rate is One Hundred Eighty Dollars (\$180) per hour.

The scope of those services includes attendance at one regular monthly Cameron Park meeting per month, staff meetings as required, occasional special meetings of the Cameron Park

Board, and all related transactional and advisory legal service. Cameron Park and Firm agree no charge will be billed by Firm for travel time to or from Cameron Park.

B. Confidentiality and Absence of Conflicts

An attorney-client relationship requires mutual trust between the client and the attorney. It is understood that communications exclusively between counsel and the client are confidential and protected by the attorney-client privilege.

To also assure mutuality of trust, Firm maintains a conflict of interest index. The California Rules of Professional Conduct defines whether a past or present relationship with any party prevents Firm from representing Cameron Park. Similarly, Cameron Park will be included in Firm's list of clients to ensure it complies with the Rules of Professional Conduct.

Firm warrants that no conflict exists with its current representation of other public entities and private clients. Based on that check, Firm has determined that it can provide legal services as General Counsel to Cameron Park.

SECTION 3. TERMINATION AND SEVERANCE

- A. This Agreement shall be for a period of (2) Two years and shall expire on May 15, 2021.
- B. In the event Cameron Park terminates this Agreement and discharges Firm from its engagement hereunder, for no reason or for any reason, Cameron Park shall pay to Firm the sum due for services provided to the date of termination
- C. Cameron Park may discharge Firm at any time subject to a 30-day written notice. If at the time of withdrawal or discharge Firm is representing Cameron Park in any proceeding, then Cameron Park will sign a Substitution of Attorney form immediately upon receipt of such a form from Firm
- D. Notwithstanding the above, Firm may withdraw from representation at any time as permitted under Rules of Professional Conduct of the State Bar of California with 30-day written notice to Cameron Park.
- E. Within six months prior to the initial termination of this Agreement, Cameron Park and Firm may negotiate to adopt a new contract or to continue this existing Agreement.

SECTION 4. OTHER TERMS AND CONDITIONS OF AGREEMENT

- A. The Cameron Park, with mutual consent of the General Counsel, may amend or add any such other terms and conditions of engagement as it may determine from time to time relating to the performance of Firm.
- B. Notwithstanding the withdrawal or discharge of Firm, Cameron Park will remain obligated to pay at the agreed rate for all services already provided and to reimburse Firm for all

costs advanced before the withdrawal or discharge related to work performed in litigation matters under Section 2B above.

- C. Cameron Park agrees that Firm shall have a lien on any and all sums recovered or received by Firm on Cameron Park's behalf, for payment of any fees owing and/or any unreimbursed costs advanced for Cameron Park.
- D. Cameron Park and Firm agree that in the event of a dispute between the parties concerning this Agreement, the prevailing party in arbitration or other legal proceeding will be entitled to recovery of reasonable attorney's fees and costs from the other party.
- E. Cameron Park and Firm also agree that the General Manager is the responsible person for providing daily contact and direction to Firm on behalf of Cameron Park. Firm agrees to coordinate the services to be provided with Cameron Park to the extent required by the Cameron Park and the General Manager.

SECTION 5. NOTICES

Notices pursuant to this Agreement shall be given by deposit in the United States Postal Service, postage prepaid, as follows:

CAMERON PARK: Cameron Park Community Services District
 Attn: President of the Board or General Manager
 2502 Country Club Drive
 Cameron Park, California 95682

FIRM: Epperson Law Group
 Jason S. Epperson
 5424 N. Palm Ave., Ste. 108
 Fresno, CA 93704

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as applicable to civil judicial process. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the United States Postal Service.

SECTION 7. INSURANCE

Firm carries errors and omissions insurance that provides aggregate coverage in excess of \$1,000,000.00. Firm maintains Workers' Compensation insurance in accordance with the requirements of California law.

Firm agrees to notify Cameron Park in the event the limits of its errors and omissions insurance should fall below the coverage stated in this Section or if the insurance should lapse and substitute coverage is not obtained.

SECTION 8. GENERAL PROVISIONS

- A. The text herein shall constitute the entire agreement between the parties. There are no oral agreements or understandings or any other written agreements which directly or indirectly affect the terms and conditions of this Agreement.
- B. If any provision, or any position thereof, contained in this Agreement is held unconstitutional, in valid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.
- C. No addition, modification, amendment, or deletion to this Agreement shall be valid unless it is in writing and executed by the parties to this Agreement.
- D. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Cameron Park.
- E. Cameron Park and Firm agree that the construction and interpretation of this Agreement and the rights and duties of Cameron Park and Firm hereunder shall be governed by the laws of the State of California.
- F. Firm shall act as an independent contractor in providing the services described in this Agreement. Firm shall be solely responsible for the supervision, payment, and protection of its agents, employees, experts or consultants, if any, and furnish the services in Firm's own manner and method. In no respect shall Firm, its agents, employees, experts or consultants, if any, be considered employees of Cameron Park.
- G. Firm agrees to scrupulously avoid performing services for any party or entering into any contractual or other relationship with any party which might create a conflict with the rendering of services under this Agreement. Firm shall immediately inform Cameron Park of any conflict of interest or potential conflict of interest which may arise during the term of this Agreement by virtue of any past, present, or prospective act or omission of Firm.
- H. Firm agrees to comply with all federal, state and local laws, rules, and regulations, now or hereafter in force, pertaining to the services performed pursuant to this Agreement. Any dispute between Firm and Cameron Park as to the services provided pursuant to this Agreement or payment thereon shall be submitted to arbitration for resolution, with the prevailing party to recover the costs and attorneys' fees of such proceedings.
- I. Venue for any proceeding under this Agreement shall be in the County of El Dorado.
- J. Firm agrees to comply with all applicable fair employment and equal opportunity practices and not to discriminate against any applicants or employees of Firm because of their membership in a protected class.
- K. This Agreement contemplates Firm shall provide professional services described herein, without assignment to outside individuals or entities. This Agreement, or any portion

thereof, shall not be assigned or delegated without the prior written consent of Cameron Park. Delegation to attorneys outside Firm shall be limited to those situations in which Firm is disqualified due to a conflict of interest or where Firm does not possess the expertise to competently perform services in a particular practice area. Firm shall supervise delegated work except when precluded from doing so by virtue of a conflict of interest.

- L. All legal files pertaining to Cameron Park shall be and will remain the property of Cameron Park. Firm will control the physical location of such files during the term of this Agreement.

IN WITNESS WHEREOF, Cameron Park has caused this Agreement to be signed and executed on its behalf by its Board President and duly attested by its Cameron Park President of the Board of Directors, and Firms representative has signed and executed this Agreement the date and year written below.

CAMERON PARK

By: Margaret Mohr
Margaret Mohr, President of the Board

Dated: 5/15/19

EPPERSON LAW GROUP, PC

By: J. S. Epperson
Jason S. Epperson, Partner

Dated: MAY 30, 2019

ATTEST:

[Signature]
Cameron Park General Manager

EXHIBIT 1
COMPENSATION SCHEDULE AND REIMBURSABLE EXPENSES

REIMBURSABLE EXPENSES:

In-house duplication costs (50 copies or more)	\$0.10/page
Reproduction/duplication costs performed by an outside service	Actual Cost
Extraordinary postage or overnight delivery charges (e.g., FedEx, OnTrac, UPS)	Actual Cost
Fax transmissions (incoming and outgoing)	\$.50 per page
Court filing fees	Actual Cost
Attorney services (includes service of process fees, arbitrators, and mediators)	Actual Cost
Messenger services	Actual Cost
Online legal research outside of our prepaid service Fee	Prorated so Client pays its proportionate share
Data analysis subscription fees associated with legal office or related software	Prorated so Client pays its proportionate share
Parking and toll fees	Actual Cost
Any other expense not listed above that becomes necessary for the successful resolution of a client matter	Actual Cost



PAUL P. TERRY, JR.²
 BRADLEY J. EPSTEIN³
 JULIE M. MOUSER
 ZER IYER
 SAM Y. CHON²
 SUSANA C. CENDEJAS
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 STEPHEN HAUPTMAN²
 ALLISON ANDERSEN
 CANG LE
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 JASMINE HALE
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 GARY H. GALE
 LANCE R. STEWART
 DAVID M. MILTON¹
 LUCAS M. SPRENKEL³
 KEVEN LEVEILLE¹
 JOSHUA MENDELSON

Of Counsel
 DANIEL E. ANGIUS
 MICHAEL HARDY

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² Admitted in California & Florida

³ Admitted in California & Nevada

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 Los Angeles, CA
 San Diego, CA
 Fresno, CA
 Manteca, CA
 Palm Harbor, FL
 Orlando, FL
 Fort Lauderdale, FL
 Reno, NV

April 13, 2021

Via Electronic Mail to jritzman@cameronpark.org
 Board of Directors
 Cameron Park Community Services District
 c/o Jill Ritzman, General Manager
 2502 Country Club Dr.
 Cameron Park, CA 95682

Re: *Cameron Park Community Services District v. Prowest PCM, Inc., et al.*

Dear Members of the Board,

The purpose of this correspondence is to provide you with an update regarding the District's construction defect case.

On December 16, 2020, Angius & Terry met with the District to discuss pending settlement offers. During the meeting, the District approved the following settlements:

PARTY	FINAL OFFER
Archer Building	\$ 9,000
Frazier Masonry	\$ 2,500
Greg Gottchaulk Construction	\$ 5,000
ISEC	\$ 10,000
Lawrence Varela dba Camerado Glass	\$ 22,777
Luppen & Hawley	\$ 15,000
Mud Brothers	\$75,000
R&R Maher	\$50,000
SD Ochs	\$ 5,207
Whitehead Construction	\$ 60,000
TOTAL	\$ 254,484

The District executed eight settlement agreements in December of 2020. The Luppen & Hawley and R&R Maher agreements had not been approved by defense counsel as of the date of the meeting. I am now enclosing those agreements for your execution with this correspondence.

With regard to the remaining defendants, we advised that continued negotiations were warranted. Our goal was to maximize the final settlement offers and bring those offers to the District. If any parties remained, the case would proceed through deposition and into trial preparation. At that point, the District advised that it did not want to proceed



April 13, 2021

Page 2

any further through the litigation process and asked that we make every effort to resolve the claims.

In accordance with the District's instructions, settlements have been reached with the remaining defendants as follows:

PARTY	FINAL OFFER
EJ Masonry	\$ 3,000
Doug Veerkamp	\$ 30,000
J. Lussier	\$ 3,500
ProWest	\$ 75,000
TOTAL	\$ 111,500

We are enclosing settlement agreements for these parties with this correspondence.

To date, we have not been able to resolve the District's claim against Gudel Roofing, Inc. dba Yancey Roofing. The insurance adjuster for this party was not available for an extended period of time and the defense attorney had no authorization to engage in further settlement negotiations. It is my understanding that the adjuster has now returned to work, and we do expect to reach resolution in the \$50,000 range within the next 30 to 45 days.

We will be sending a settlement disbursement letter under separate cover. Please review the correspondence, advise if you have any concerns, and execute the document when appropriate. The settlement amount will not, of course, include any amount from the roofer. We will do a second disbursement once resolution is reached with that party.

We look forward to concluding this matter. Please let me know if you would like me to attend your next meeting.

Very Truly Yours,

Allison L. Andersen

Allison L. Andersen

cc: Bradley J. Epstein, Esq.
Encl.



PAUL P. TERRY, JR.²
 BRADLEY J. EPSTEIN³
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 SAM Y. CHON²
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April 13, 2021

Via Electronic Mail to jritzman@cameronpark.org
 Board of Directors
 Cameron Park Community Services District
 c/o Jill Ritzman, General Manager
 2502 Country Club Dr.
 Cameron Park, CA 95682

Re: Cameron Park Community Services District v. Prowest PCM, Inc., et al.
 Preliminary Settlement Disbursement

Dear Members of the Board,

The Cameron Park Community Services District has reached settlement with all but one of the defendants in this matter. A portion of the settlement funds have been received. Please accept this letter as a preliminary accounting of the District's settlement proceeds. We have received approximately one-half of the settlement proceeds as follows:

Defendants	Final Settlement Amount	Settlement Funds Received	Balance Outstanding
Cascade Pools	\$5,000.00	\$5,000.00	\$0.00
Frazier Masonry Corporation	\$2,500.00	\$2,500.00	\$0.00
J. Lussier Construction, Inc.	\$3,500.00	\$3,500.00	\$0.00
Greg K. Gottschalk Construction	\$5,000.00	\$0.00	(\$5,000.00)
EJ Masonry	\$3,000.00	\$3,000.00	\$0.00
Lawrence Varela dba Camerado Glass	\$22,777.00	\$22,777.00	\$0.00
ISEC, Inc.	\$10,000.00	\$10,000.00	\$0.00
Whitehead Construction	\$60,000.00	\$60,000.00	\$0.00
Mud Brothers, Inc.	\$75,000.00	\$67,500.00	(\$7,500.00)
Prowest PCM, Inc. dba Prowest Constructors	\$75,000.00	\$0.00	(\$75,000.00)
Doug Veerkamp General Engineering	\$30,000.00	\$0.00	(\$30,000.00)
Luppen & Hawley	\$15,000.00	\$0.00	(\$15,000.00)
SD Ochs Construction, Inc.	\$5,207.00	\$5,205.25	(\$1.75)
R & R Maher Construction Company, Inc.	\$50,000.00	\$0.00	(\$50,000.00)
Archer Building Company, Inc.	\$9,000.00	\$9,000.00	\$0.00
	\$370,984.00	\$188,482.25	(\$182,501.75)

Of Counsel

DANIEL E. ANGIUS
 MICHAEL HARDY

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Re: Cameron Park Community Services District v. Prowest PCM, Inc., et al.
Preliminary Settlement Disbursement

April 13, 2021

Page 2

The District's settlements total \$370,984.00. We anticipate settlement with one additional party, Gudgel Roofing, Inc. dba Yancey Roofing. In the interim, the District will receive a check for a net recovery value of **\$120,312.16**.

Pursuant to the Attorney/Client Contingency Fee Agreement (the "Fee Agreement"), the District is responsible for compensating Angius & Terry LLP for legal services rendered in connection with the construction defect claims based on a percentage of the recovery. Pursuant to the Fee Agreement, our fee is 33% of the recovery. Hence, attorney's fees amount to \$122,424.72.

The District is additionally responsible for reimbursing Angius & Terry LLP for all litigation costs and expenses that have been advanced during the course of the litigation. The total litigation expenses for this matter as of April 13, 2021 amount to \$128,247.12. These expenses are inclusive of expert and consultant costs and other legal costs (*special master fees, court filing fees, process server fees, postage, facsimile, photocopies and telephone charges, travel and mileage, and other similar expenditures*).

The following chart sets forth the above-referenced amounts:

Settlement as of 4/13/2021	\$370,984.00
Legal Fees 33% contingency	(\$122,424.72)
Expert costs advanced by Angius & Terry LLP (ADA Consultant, Empire Works & PB+A)	(\$91,776.92)
Mediator	(\$5,893.00)
In-house costs advanced (postage, facsimile, photocopies and telephone charges, travel and mileage, interest on litigation expenses, and other similar expenditures)	(\$12,786.56)
10% interest on costs advanced	(\$17,790.64)
TOTAL FEES & COSTS	(\$128,247.12)
Balance due District	\$120,312.16



Re: Cameron Park Community Services District v. Prowest PCM, Inc., et al.
Preliminary Settlement Disbursement

April 13, 2021

Page 3

If the Board agrees with the above accounting, please have a Board representative countersign this letter and return it. Once received, and after the funds for the payment are available from the bank, we will issue a check in the amount of **\$120,312.16** made payable to Cameron Park Community Services District c/o Jill Ritzman, General Manager, 2502 Country Club Dr. Cameron Park, CA 95682.

Please call us with any comments, questions or concerns.

Very truly yours,
ANGIUS & TERRY LLP

Allison L. Andersen

Allison L. Andersen
Partner



Re: Cameron Park Community Services District v. Prowest PCM, Inc., et al.
Preliminary Settlement Disbursement
April 13, 2021
Page 4

AGREED & ACCEPTED:

By: Cameron Park Community Services District

signature

name

office

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement and Mutual Release (hereinafter “AGREEMENT”) is entered into by and between Plaintiff, CAMERON PARK COMMUNITY SERVICES DISTRICT (hereinafter, “PLAINTIFF”); and Defendant, LUPPEN AND HAWLEY, INC. (“DEFENDANT”), on behalf of themselves and their respective principals, agents, attorneys, officers, directors, shareholders, representatives, employees, members, partners, subsidiaries, affiliated companies, insurers, predecessors, successors-in-interest, and assigns. All of the above-referenced parties are hereinafter referred to collectively as the “SETTLING PARTIES.”

1.0 RECITALS

- A. WHEREAS, there is pending litigation in the Superior Court of the State of California, County of El Dorado, an action entitled CAMERON PARK COMMUNITY SERVICES DISTRICT v. PROWEST PCM, INC., et al., Case No. PC20180258. PLAINTIFF filed a Complaint (“COMPLAINT”) on or about May 21, 2018 (hereinafter “ACTION”) against several entities including DEFENDANT, LUPPEN AND HAWLEY, INC. PLAINTIFF alleges construction deficiencies relating to the construction of the Cameron Park Community Center (hereinafter “SUBJECT PROPERTY”).
- B. WHEREAS, PLAINTIFF has published a Conceptual Cost Estimate Summary of Recommended Repairs dated May 20, 2019, which contains various defect claims, recommended repairs, and estimated cost of repair.
- C. WHEREAS, after participating in arms-length mediation before Mediator Peter Dekker, PLAINTIFF, CAMERON PARK COMMUNITY SERVICES DISTRICT and DEFENDANT, LUPPEN AND HAWLEY, INC. reached a settlement of those disputed allegations and defect claims related to and/or arising out of PLAINTIFF’s Complaint and PLAINTIFF’s Conceptual Cost

Estimate Summary of Recommended Repairs pertaining to LUPPEN AND HAWLEY, INC.'S performance of work at the SUBJECT PROPERTY.

WHEREFORE, in consideration of the covenants and agreements expressed herein, and the recitals set forth above, which are incorporated into this AGREEMENT, the SETTLING PARTIES hereto agree as follows:

2.0 SETTLEMENT TERMS

A. NO ADMISSION

By entering into this AGREEMENT, no party is admitting to the sufficiency of any claim, allegation, assertion, contention, or position of any other party in the ACTION, or the sufficiency of any defense to any such claim, allegation, assertion, contention, or position therein. The parties have entered into this AGREEMENT in good faith and with a desire to forever settle their claims against each other arising out of this ACTION.

B. PAYMENT TERMS

In consideration of the respective release and dismissal of DEFENDANT, LUPPEN AND HAWLEY, INC. from the ACTION, the insurers for DEFENDANT will pay PLAINTIFF, CAMERON PARK COMMUNITY SERVICES DISTRICT the total amount of Fifteen Thousand Dollars and Zero Cents (\$15,000). Payment shall be checks or drafts payable to "Angius & Terry LLP Client Trust Account", Tax Identification Number 94-312-7478, no later than thirty (30) days after the Court grants DEFENDANT's motion for good faith determination order and PLAINTIFF'S execution and delivery of this AGREEMENT. PLAINTIFF shall file a Request for Dismissal within fifteen (15) days of all funds clearing the Angius & Terry Client Trust Account.

C. GOOD FAITH SETTLEMENT

The parties agree and acknowledge that this settlement is contingent upon the court finding that the settlement between the parties was reached in good faith. An

application for good faith determination was filed on or about August 14, 2020.

3.0 MUTUAL RELEASE

Except as to rights and obligations created by this AGREEMENT, for value received, the receipt and adequacy of which is hereby acknowledged, PLAINTIFF, CAMERON PARK COMMUNITY SERVICES DISTRICT and DEFENDANT, LUPPEN AND HAWLEY, INC. hereby release each other and their respective officers, agents, managers, employers, employees, directors, assignees, heirs, devisees, affiliated or related entities, members, partners, subsidiaries, past, present and future principals, agents, officers, directors, shareholders, sureties, insurers, attorneys, as applicable, from, and relinquish, any and all past, present, or future claims, demands, obligations, or causes of action for compensatory or punitive damages, costs, losses, expenses, and compensation, whether based in tort, contract, or other legal or equitable theories of recovery that the parties may have, or may accrue, or be acquired arising from or relating to this ACTION, whether known or unknown, which the parties now have, or may after the signing of this AGREEMENT have, based on or arising out of the ACTION.

4.0 WAIVER OF CALIFORNIA CIVIL CODE SECTION 1542

As to the matters released herein, PLAINTIFF, CAMERON PARK COMMUNITY SERVICES DISTRICT acknowledges that it has been fully advised of and understand and waives the provisions of Section 1542 of the Civil Code which reads:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THIS RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

5.0 DISMISSALS

PLAINTIFF shall cause their counsel to execute a dismissal with prejudice of their COMPLAINT.

6.0 STIPULATION IN WRITING

The SETTLING PARTIES hereto agree that this AGREEMENT shall constitute a “stipulation in a writing” pursuant to California Code of Civil Procedure section 664.7.

The Court shall retain jurisdiction over the SETTLING PARTIES in the event the SETTLEMENT AMOUNT has not paid in full to PLAINTIFF or the dismissals have not been filed, in order to enforce the AGREEMENT.

7.0 ADVICE OF COUNSEL

Each of the SETTLING PARTIES, by execution of this AGREEMENT, represents that it has reviewed each term of this AGREEMENT with its legal counsel, and that hereafter it shall not deny the validity of this AGREEMENT on the grounds that it did not have advice of counsel.

8.0 COMPROMISE

This AGREEMENT is the result of a compromise and shall never at any time for any purpose be considered as an admission of liability or responsibility on the part of any party herein released, nor shall the release of any claims or waiver of costs in consideration of the execution of this AGREEMENT constitute or be construed as an admission of any liability whatsoever by any party herein released, who denies such liability and disclaims such responsibility. No dismissal filed in conjunction with the AGREEMENT shall constitute a favorable or prevailing result for any party.

9.0 ATTORNEYS' FEES AND COSTS

Each of the SETTLING PARTIES hereto acknowledges and agrees that each of them is to bear its own costs, expenses, and attorneys' fees arising out of or connected with the claims released herein, the negotiation, drafting and execution of this AGREEMENT, and all matters arising out of or connected therewith. Notwithstanding this provision, it is further understood and agreed that, in the event any litigation, arbitration, mediation, or other proceeding is initiated by any party against the other party to enforce, interpret, or

otherwise obtain judicial or quasi-judicial relief in connection with this AGREEMENT, the prevailing party in such action shall be entitled to receive from the unsuccessful party all costs, expenses, and reasonable attorneys' fees, relating to or arising out of such action.

10.0 COUNTERPARTS

The AGREEMENT may be executed in counterparts and so executed shall constitute one AGREEMENT which shall be binding upon all SETTLING PARTIES hereto, notwithstanding that all the SETTLING PARTIES' signatures do not appear on the same page. A party that does not sign this AGREEMENT is not entitled to and shall not use it to enforce settlement against other SETTLING PARTIES to this AGREEMENT. If a settling party refuses to sign, the SETTLING PARTIES agree that the El Dorado County Court Clerk may act as Elisor to sign on behalf of the party refusing to sign.

11.0 GENERAL PROVISIONS

11.1 CONSTRUCTION OF AGREEMENT

This AGREEMENT is the product of negotiation and preparation between and among all SETTLING PARTIES and their respective attorneys. Therefore, the SETTLING PARTIES acknowledge and agree that this AGREEMENT shall not be deemed prepared or drafted by one party or another and should be construed accordingly.

11.2 BINDING EFFECT

This AGREEMENT shall be binding upon and inure to the benefit of the SETTLING PARTIES hereto and their respective past and present heirs, executors, administrators, trustors, trustees, beneficiaries, predecessors, successors, members, assigns, partners, partnerships, parents, subsidiaries, affiliated and related entities, officers, directors, principals, agents, servants, employees, representatives, insurance carriers, and all persons, firms, associations and/or corporations connected with them, including any buyers or acquiring lien holders of the SUBJECT PROPERTY.

11.3 **EFFECTIVE DATE**

The SETTLING PARTIES deem this AGREEMENT to be effective as of the complete execution of this AGREEMENT.

11.4 **CONTROLLING LAW**

The AGREEMENT shall be interpreted in accordance with and governed in all respects by the laws of the State of California. If any provision, or any part thereof, of this AGREEMENT shall for any reason be held invalid, unenforceable, or contrary to public policy or any law, then the remainder of this AGREEMENT shall not be affected thereby.

11.5 **WAIVER AND AMENDMENT**

No breach of any provision hereof can be waived unless in writing. Waiver of any breach of any one provision hereof shall not be deemed to be a waiver of any breach of the same or other provisions hereof. This AGREEMENT may be amended only by a written agreement executed by the SETTLING PARTIES at the time of the modification.

11.6 **CAPTIONS AND INTERPRETATIONS**

Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this AGREEMENT or any provision thereof. No provision of this AGREEMENT is to be interpreted for or against any party because that party or its legal representative drafted such provision.

11.7 **SEVERABILITY/PARTIAL INVALIDITY**

Each of the above provisions constitutes a material condition to this AGREEMENT and no one provision may be severed from any of the other provisions in the event of a breach. Should any part, term, provision, or portion of this AGREEMENT be decided by a Court of competent jurisdiction to be illegal or in conflict with any laws of the State of California, or the United States, or otherwise be rendered unenforceable or ineffectual, the

validity of the remaining parts, terms, portions, or provisions shall be enforceable and shall not be affected thereby.

11.8 **ENTIRE AGREEMENT**

This AGREEMENT constitutes the entire agreement between the SETTLING PARTIES, except as otherwise confirmed in writing, pertaining to the subject matter hereof, and fully supersedes any all prior understandings, representations, warranties, and agreements between the SETTLING PARTIES, or any of them, pertaining to the subject matter hereof, and may be modified only by written agreement by all of the SETTLING PARTIES hereto.

11.9 **NO THIRD-PARTY BENEFICIARIES**

No person or entity other than the SETTLING PARTIES are intended to be, nor should be, construed to be a beneficiary of any of the provisions of this AGREEMENT. PLAINTIFFS are the legal holder of all rights, claims, and titles with reference to the SUBJECT PROPERTY in connection with the claims made in the ACTION.

11.10 **ENFORCEMENT**

The SETTLING PARTIES agree that each has the right to enforce this AGREEMENT, or any provision therein, by filing any appropriate motion or proceeding including, without limitation, a motion pursuant to California Code of Civil Procedure section 664.7, in the appropriate law and motion department of the El Dorado County Superior Court where the ACTION is venued. In the event of any controversy or dispute arising out this AGREEMENT the prevailing party shall be entitled to recover from the other party reasonable expenses, including without limitation reasonable attorney's fees and costs actually incurred.

11.11 **VOLUNTARY AGREEMENT / UNDERSTANDING OF AGREEMENT**

The SETTLING PARTIES, and each of them, further represent and declare that they have carefully read this AGREEMENT and know the contents thereof and that they

signed the same freely and voluntarily. The SETTling PARTIES agree to cooperate reasonably in satisfying the terms of this AGREEMENT. Each SETTling PARTY affirms and acknowledges that they have read this AGREEMENT and had an opportunity to have it fully explained by counsel of their choice, that it fully understands and appreciates the words and terms used in this AGREEMENT and their effect, that this is a full and final settlement and release of all claims, and that each SETTling PARTY signs this AGREEMENT of their own free will. Each SETTling PARTY, and its representative attorneys, have carefully and fully reviewed this AGREEMENT and have revised, or have had an opportunity to revise, this AGREEMENT. Accordingly, the normal rule of construction that ambiguities are to be resolved against the drafting party shall not be utilized in the interpretation of this AGREEMENT.

11.12 **AUTHORITY TO SIGN**

Each SETTling PARTY hereby represents and warrants that the persons signing the AGREEMENT on its behalf has the authority to do so.

11.13 **SIGNATURE PER CCP § 664.7**

Each SETTling PARTY hereby acknowledges that to the extent any of the SETTling PARTIES are bankrupt entities, dissolved corporations, and/or have no officers or representatives who can or who are willing to execute this AGREEMENT on their behalf, and to the extent this AGREEMENT has been approved by the insurers of such SETTling PARTIES, the execution of this AGREEMENT pursuant to California Code of Civil Procedure section 664.7 by counsel retained by such approving insurance carrier(s), or by an authorized representative for such approving insurance company if no counsel was retained on behalf of any SETTling PARTY, and the funding of this settlement shall constitute the insurance carriers' approval thereto and no further action or signature to the AGREEMENT shall be required by or on behalf of these parties pursuant to California Code of Civil Procedure section 664.7.

Signatures on the following page

THE PARTIES ACKNOWLEDGE THAT THEY HAVE EXECUTED THIS AGREEMENT FREELY AFTER INDEPENDENT INVESTIGATION AND WITHOUT FRAUD OR UNDUE INFLUENCE. THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND EACH AND EVERY PROVISION HEREIN AND INTEND TO BE BOUND BY ALL ITS TERMS

IN WITNESS WHEREOF, the undersigned parties have executed this AGREEMENT as of the date indicated. Execution and exchange of copies of the aforesaid AGREEMENT shall be deemed sufficient execution thereof.

DATE: PLAINTIFF, CAMERON PARK COMMUNITY SERVICES DISTRICT

By: _____

Print Name

DEFENDANT, LUPPEN & HAWLEY, INC.

DATE: By: _____

Print Name

Signatures continue on the following page

APPROVED AS TO FORM:

DATE:

ANGIUS & TERRY LLP

By: _____
BRADLEY J. EPSTEIN, ESQ.
ALLISON L. ANDERSEN, ESQ.
LUCAS M. SPRENKEL, ESQ.
Attorney for Plaintiff, CAMERON PARK
COMMUNITY SERVICES DISTRICT

DATE:

**EVANS, WIECKOWSKI, WARD &
SCOFFIELD, LLP**

By: _____
HEATHER PUENTES, ESQ.
Attorneys for Defendant, LUPPEN AND
HAWLEY, INC.

[end of attorney signatures]

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement and Mutual Release (“AGREEMENT”) is entered into by and between Plaintiff, Cameron Park Community Services District (“PLAINTIFF”) and Defendant, R&R Maher Construction Company, Inc. (“DEFENDANT”), on behalf of themselves and their respective principals, agents, attorneys, officers, directors, shareholders, representatives, employees, members, partners, subsidiaries, affiliated companies, insurers, reinsurers, predecessors, successors-in-interest and assigns. All of the above-referenced parties are hereinafter referred to collectively as the “SETTLING PARTIES.”

1.0 RECITALS

- A. WHEREAS, there is pending litigation in the Superior Court of the State of California, County of El Dorado, an action entitled Cameron Park Community Services District v. Prowest PCM, Inc. et al., Case No. PC20180258. PLAINTIFF filed a Complaint (“COMPLAINT”) on or about May 21, 2018 (hereinafter “ACTION”) against several entities including DEFENDANT. PLAINTIFF alleges construction deficiencies relating to the construction of the Cameron Park Community Center (“SUBJECT PROPERTY”).
- B. WHEREAS, PLAINTIFF published a Conceptual Cost Estimate Summary of Recommended Repairs dated May 20, 2019, which contains various defect claims, recommended repairs, and estimated cost of repair.
- C. WHEREAS, after participating in an arms-length mediation session on November 30, 2020 before Mediator Peter Dekker, PLAINTIFF and DEFENDANT reached a settlement of those disputed allegations and defect claims related to and/or arising out of PLAINTIFF’s Complaint and PLAINTIFF’s Conceptual Cost Estimate Summary of Recommended Repairs pertaining to DEFENDANT’S performance of work at the SUBJECT PROPERTY.

- D. WHEREFORE, in consideration of the covenants and agreements expressed herein, and the recitals set forth above, which for part, and are incorporated into this AGREEMENT, the SETTLING PARTIES hereto agree as follows:

2.0 SETTLEMENT TERMS

A. NO ADMISSION

By entering into this AGREEMENT, no party is admitting to the sufficiency of any claim, allegation, assertion, contention, or position of any other party in the ACTION, or the sufficiency of any defense to any such claim, allegation, assertion, contention, or position therein. The parties have entered into this AGREEMENT in good faith and with a desire to forever settle their claims against each other arising out of this ACTION.

B. PAYMENT TERMS

In consideration of the respective release and dismissal of DEFENDANT from the ACTION, the insurers for DEFENDANT will pay PLAINTIFF the total amount of Fifty Thousand Dollars and Zero Cents (\$50,000.00). Payment shall be checks or drafts payable to "Angius & Terry LLP Client Trust Account," Tax Identification Number 94-312-7478, no later than thirty (30) days after the Court grants DEFENDANT's motion for good faith determination order and PLAINTIFF'S execution and delivery of this AGREEMENT. PLAINTIFF shall file a Request for Dismissal within fifteen (15) days of all funds clearing the Angius & Terry Client Trust Account.

3.0 MUTUAL RELEASE

Except as to rights and obligations created by this AGREEMENT, for value received, the receipt and adequacy of which is hereby acknowledged, PLAINTIFF and DEFENDANT hereby release each other and their respective officers, agents, managers, employers, employees, directors, assignees, heirs, devisees, affiliated or related entities, members, partners, subsidiaries, past, present and future principals, agents, officers, directors, shareholders, sureties, insurers, reinsurers, attorneys, as applicable, from, and

relinquish, any and all past, present, or future claims, demands, obligations, or causes of action for compensatory or punitive damages, costs, losses, expenses and compensation, whether based in tort, contract or other legal or equitable theories of recovery that the parties may have, or may accrue, or be acquired arising from or relating to this ACTION, whether known or unknown, which the parties now have, or may after the signing of this AGREEMENT have, based on or arising out of the ACTION.

4.0 WAIVER OF CALIFORNIA CIVIL CODE SECTION 1542

As to the matters released herein, PLAINTIFF acknowledges that it has been fully advised of and understands and waives the provisions of Section 1542 of the Civil Code which reads:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THIS RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

5.0 DISMISSALS

PLAINTIFF shall cause their counsel to execute a dismissal with prejudice of their COMPLAINT.

6.0 STIPULATION IN WRITING

The SETTLING PARTIES hereto agree that this AGREEMENT shall constitute a “stipulation in a writing” pursuant to California Code of Civil Procedure section 664.7.

The Court shall retain jurisdiction over the SETTLING PARTIES in the event the SETTLEMENT AMOUNT has not paid in full to PLAINTIFF or the dismissals have not been filed, in order to enforce the AGREEMENT.

7.0 ADVICE OF COUNSEL

Each of the SETTLING PARTIES, by execution of this AGREEMENT, represents that it has reviewed each term of this AGREEMENT with its legal counsel, and that

hereafter it shall not deny the validity of this AGREEMENT on the grounds that it did not have advice of counsel.

8.0 COMPROMISE

This AGREEMENT is the result of a compromise and shall never at any time for any purpose be considered as an admission of liability or responsibility on the part of any party herein released, nor shall the release of any claims or waiver of costs in consideration of the execution of this AGREEMENT constitute or be construed as an admission of any liability whatsoever by any party herein released, who denies such liability and disclaims such responsibility. No dismissal filed in conjunction with the AGREEMENT shall constitute a favorable or prevailing result for any party.

9.0 ATTORNEYS' FEES AND COSTS

Each of the SETTLING PARTIES hereto acknowledges and agrees that each of them is to bear its own costs, expenses, and attorneys' fees arising out of or connected with the claims released herein, the negotiation, drafting and execution of this AGREEMENT, and all matters arising out of or connected therewith. Notwithstanding this provision, it is further understood and agreed that, in the event any litigation, arbitration, mediation, or other proceeding is initiated by any party against the other party to enforce, interpret, or otherwise obtain judicial or quasi-judicial relief in connection with this AGREEMENT, the prevailing party in such action shall be entitled to receive from the unsuccessful party all costs, expenses, and reasonable attorneys' fees, relating to or arising out of such action.

10.0 COUNTERPARTS

The AGREEMENT may be executed in counterparts and so executed shall constitute one AGREEMENT which shall be binding upon all SETTLING PARTIES hereto, notwithstanding that all the SETTLING PARTIES' signatures do not appear on the same page. A party that does not sign this AGREEMENT is not entitled to and shall not use it to enforce settlement against other SETTLING PARTIES to this AGREEMENT. If

a settling party refuses to sign, the SETTLING PARTIES agree that the El Dorado County Court Clerk may act as Elisor to sign on behalf of the party refusing to sign.

11.0 GENERAL PROVISIONS

11.1 CONSTRUCTION OF AGREEMENT

This AGREEMENT is the product of negotiation and preparation between and among all SETTLING PARTIES and their respective attorneys. Therefore, the SETTLING PARTIES acknowledge and agree that this AGREEMENT shall not be deemed prepared or drafted by one party or another and should be construed accordingly.

11.2 BINDING EFFECT

This AGREEMENT shall be binding upon and inure to the benefit of the SETTLING PARTIES hereto and their respective past and present heirs, executors, administrators, trustors, trustees, beneficiaries, predecessors, successors, members, assigns, partners, partnerships, parents, subsidiaries, affiliated and related entities, officers, directors, principals, agents, servants, employees, representatives, insurance carriers, reinsurers, and all persons, firms, associations and/or corporations connected with them, including any buyers or acquiring lien holders of the SUBJECT PROPERTY.

11.3 EFFECTIVE DATE

The SETTLING PARTIES deem this AGREEMENT to be effective as of the complete execution of this AGREEMENT.

11.4 CONTROLLING LAW

The AGREEMENT shall be interpreted in accordance with and governed in all respects by the laws of the State of California. If any provision, or any part thereof, of this AGREEMENT shall for any reason be held invalid, unenforceable, or contrary to public policy or any law, then the remainder of this AGREEMENT shall not be affected thereby.

11.5 WAIVER AND AMENDMENT

No breach of any provision hereof can be waived unless in writing. Waiver of any breach of any one provision hereof shall not be deemed to be a waiver of any breach of the

same or other provisions hereof. This AGREEMENT may be amended only by a written agreement executed by the SETTLING PARTIES at the time of the modification.

11.6 **CAPTIONS AND INTERPRETATIONS**

Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this AGREEMENT or any provision thereof. No provision of this AGREEMENT is to be interpreted for or against any party because that party or its legal representative drafted such provision.

11.7 **SEVERABILITY/PARTIAL INVALIDITY**

Each of the above provisions constitutes a material condition to this AGREEMENT and no one provision may be severed from any of the other provisions in the event of a breach. Should any part, term, provision, or portion of this AGREEMENT be decided by a Court of competent jurisdiction to be illegal or in conflict with any laws of the State of California, or the United States, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts, terms, portions, or provisions shall be enforceable and shall not be affected thereby.

11.8 **ENTIRE AGREEMENT**

This AGREEMENT constitutes the entire agreement between the SETTLING PARTIES, except as otherwise confirmed in writing, pertaining to the subject matter hereof, and fully supersedes any all prior understandings, representations, warranties, and agreements between the SETTLING PARTIES, or any of them, pertaining to the subject matter hereof, and may be modified only by written agreement by all of the SETTLING PARTIES hereto.

11.9 **NO THIRD-PARTY BENEFICIARIES**

No person or entity other than the SETTLING PARTIES are intended to be, nor should be, construed to be a beneficiary of any of the provisions of this AGREEMENT.

PLAINTIFFS are the legal holder of all rights, claims, and titles with reference to the SUBJECT PROPERTY in connection with the claims made in the ACTION.

11.10 **ENFORCEMENT**

The SETTLING PARTIES agree that each has the right to enforce this AGREEMENT, or any provision therein, by filing any appropriate motion or proceeding including, without limitation, a motion pursuant to California Code of Civil Procedure section 664.7, in the appropriate law and motion department of the El Dorado County Superior Court where the ACTION is venued. In the event of any controversy or dispute arising out this AGREEMENT the prevailing party shall be entitled to recover from the other party reasonable expenses, including without limitation reasonable attorney's fees and costs actually incurred.

11.11 **VOLUNTARY AGREEMENT / UNDERSTANDING OF AGREEMENT**

The SETTLING PARTIES, and each of them, further represent and declare that they have carefully read this AGREEMENT and know the contents thereof and that they signed the same freely and voluntarily. The SETTLING PARTIES agree to cooperate reasonably in satisfying the terms of this AGREEMENT. Each SETTLING PARTY affirms and acknowledges that they have read this AGREEMENT and had an opportunity to have it fully explained by counsel of their choice, that it fully understands and appreciates the words and terms used in this AGREEMENT and their effect, that this is a full and final settlement and release of all claims, and that each SETTLING PARTY signs this AGREEMENT of their own free will. Each SETTLING PARTY, and its representative attorneys, have carefully and fully reviewed this AGREEMENT and have revised, or have had an opportunity to revise, this AGREEMENT. Accordingly, the normal rule of construction that ambiguities are to be resolved against the drafting party shall not be utilized in the interpretation of this AGREEMENT.

11.12 AUTHORITY TO SIGN

Each SETTLING PARTY hereby represents and warrants that the persons signing the AGREEMENT on its behalf has the authority to do so.

11.13 SIGNATURE PER CCP § 664.7

Each SETTLING PARTY hereby acknowledges that to the extent any of the SETTLING PARTIES are bankrupt entities, dissolved corporations, and/or have no officers or representatives who can or who are willing to execute this AGREEMENT on their behalf, and to the extent this AGREEMENT has been approved by the insurers of such SETTLING PARTIES, the execution of this AGREEMENT pursuant to California Code of Civil Procedure section 664.7 by counsel retained by such approving insurance carrier(s), or by an authorized representative for such approving insurance company if no counsel was retained on behalf of any SETTLING PARTY, and the funding of this settlement shall constitute the insurance carriers' approval thereto and no further action or signature to the AGREEMENT shall be required by or on behalf of these parties pursuant to California Code of Civil Procedure section 664.7.

Signatures on the following page

THE PARTIES ACKNOWLEDGE THAT THEY HAVE EXECUTED THIS AGREEMENT FREELY AFTER INDEPENDENT INVESTIGATION AND WITHOUT FRAUD OR UNDUE INFLUENCE. THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND EACH AND EVERY PROVISION HEREIN AND INTEND TO BE BOUND BY ALL ITS TERMS

IN WITNESS WHEREOF, the undersigned parties have executed this AGREEMENT as of the date indicated. Execution and exchange of copies of the aforesaid AGREEMENT shall be deemed sufficient execution thereof.

DATE: PLAINTIFF, CAMERON PARK COMMUNITY SERVICES DISTRICT

By: _____

Print Name

DEFENDANT, R&R MAHER CONSTRUCTION COMPANY, INC.

DATE: By: _____

Print Name

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement and Mutual Release (hereinafter “AGREEMENT”) is entered into by and between Plaintiff, Cameron Park Community Services District (hereinafter, “PLAINTIFF”); and Defendant, E.J. Masonry, Inc. (“DEFENDANT”), on behalf of themselves and their respective principals, agents, attorneys, officers, directors, shareholders, representatives, employees, members, partners, subsidiaries, affiliated companies, insurers, predecessors, successors-in-interest, and assigns. All of the above-referenced parties are hereinafter referred to collectively as the “SETTLING PARTIES.”

1.0 RECITALS

- A. WHEREAS, there is pending litigation in the Superior Court of the State of California, County of El Dorado, an action entitled Cameron Park Community Services District v. Prowest PCM, Inc. et al., Case No. PC20180258. PLAINTIFF filed a Complaint (“COMPLAINT”) on or about May 21, 2018 (hereinafter “ACTION”) against several entities including DEFENDANT, E.J. Masonry, Inc. PLAINTIFF alleges construction deficiencies relating to the construction of the Cameron Park Community Center (hereinafter “SUBJECT PROPERTY”).
- B. WHEREAS, PLAINTIFF has published a Conceptual Cost Estimate Summary of Recommended Repairs dated May 20, 2019, which contains various defect claims, recommended repairs, and estimated cost of repair.
- C. WHEREAS, after participating in arms-length mediation before Mediator Peter Dekker, PLAINTIFF, Cameron Park Community Services District and DEFENDANT, E.J. Masonry, Inc. reached a settlement of those disputed allegations and defect claims related to and/or arising out of PLAINTIFF’s Complaint and PLAINTIFF’s Conceptual Cost Estimate Summary of Recommended Repairs pertaining to E.J. Masonry, Inc.’s performance of work at the SUBJECT PROPERTY.

WHEREFORE, in consideration of the covenants and agreements expressed herein, and the recitals set forth above, which are incorporated into this AGREEMENT, the SETTLING PARTIES hereto agree as follows:

2.0 SETTLEMENT TERMS

A. NO ADMISSION

By entering into this AGREEMENT, no party is admitting to the sufficiency of any claim, allegation, assertion, contention, or position of any other party in the ACTION, or the sufficiency of any defense to any such claim, allegation, assertion, contention, or position therein. The parties have entered into this AGREEMENT in good faith and with a desire to forever settle their claims against each other arising out of this ACTION.

B. PAYMENT TERMS

In consideration of the respective release and dismissal of DEFENDANT, E.J. Masonry, Inc. from the ACTION, the insurers for DEFENDANT will pay PLAINTIFF, Cameron Park Community Services District the total amount of Three Thousand Dollars and Zero Cents (\$3,000.00). Payment shall be checks or drafts payable to “Angius & Terry LLP Client Trust Account”, Tax Identification Number 94-312-7478, no later than thirty (30) days after the Court grants DEFENDANT’s motion for good faith determination order and PLAINTIFF’S execution and delivery of this AGREEMENT. PLAINTIFF shall file a Request for Dismissal within fifteen (15) days of all funds clearing the Angius & Terry Client Trust Account.

C. GOOD FAITH SETTLEMENT

The parties agree and acknowledge that this settlement is contingent upon the court finding that the settlement between the parties was reached in good faith.

3.0 MUTUAL RELEASE

Except as to rights and obligations created by this AGREEMENT, for value received, the receipt and adequacy of which is hereby acknowledged, PLAINTIFF, Cameron Park Community Services District and DEFENDANT, E.J. Masonry, Inc. hereby release each other and their respective officers, agents, managers, employers, employees, directors, assignees, heirs, devisees, affiliated or related entities, members, partners, subsidiaries, past, present and future principals, agents, officers, directors, shareholders, sureties, insurers, attorneys, as applicable, from, and relinquish, any and all past, present, or future claims, demands, obligations, or causes of action for compensatory or punitive damages, costs, losses, expenses, and compensation, whether based in tort, contract, or other legal or equitable theories of recovery that the parties may have, or may accrue, or be acquired arising from or relating to this ACTION, whether known or unknown, which the parties now have, or may after the signing of this AGREEMENT have, based on or arising out of the ACTION.

4.0 WAIVER OF CALIFORNIA CIVIL CODE SECTION 1542

As to the matters released herein, PLAINTIFF, Cameron Park Community Services District acknowledges that it has been fully advised of and understand and waives the provisions of Section 1542 of the Civil Code which reads:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THIS RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

5.0 DISMISSALS

PLAINTIFF shall cause their counsel to execute a dismissal with prejudice of their COMPLAINT.

6.0 STIPULATION IN WRITING

The SETTLING PARTIES hereto agree that this AGREEMENT shall constitute a “stipulation in a writing” pursuant to California Code of Civil Procedure section 664.7.

The Court shall retain jurisdiction over the SETTLING PARTIES in the event the SETTLEMENT AMOUNT has not paid in full to PLAINTIFF or the dismissals have not been filed, in order to enforce the AGREEMENT.

7.0 ADVICE OF COUNSEL

Each of the SETTLING PARTIES, by execution of this AGREEMENT, represents that it has reviewed each term of this AGREEMENT with its legal counsel, and that hereafter it shall not deny the validity of this AGREEMENT on the grounds that it did not have advice of counsel.

8.0 COMPROMISE

This AGREEMENT is the result of a compromise and shall never at any time for any purpose be considered as an admission of liability or responsibility on the part of any party herein released, nor shall the release of any claims or waiver of costs in consideration of the execution of this AGREEMENT constitute or be construed as an admission of any liability whatsoever by any party herein released, who denies such liability and disclaims such responsibility. No dismissal filed in conjunction with the AGREEMENT shall constitute a favorable or prevailing result for any party.

9.0 ATTORNEYS' FEES AND COSTS

Each of the SETTLING PARTIES hereto acknowledges and agrees that each of them is to bear its own costs, expenses, and attorneys' fees arising out of or connected with the claims released herein, the negotiation, drafting and execution of this AGREEMENT, and all matters arising out of or connected therewith. Notwithstanding this provision, it is further understood and agreed that, in the event any litigation, arbitration, mediation, or other proceeding is initiated by any party against the other party to enforce, interpret, or otherwise obtain judicial or quasi-judicial relief in connection with this AGREEMENT,

the prevailing party in such action shall be entitled to receive from the unsuccessful party all costs, expenses, and reasonable attorneys' fees, relating to or arising out of such action.

10.0 COUNTERPARTS

The AGREEMENT may be executed in counterparts and so executed shall constitute one AGREEMENT which shall be binding upon all SETTLING PARTIES hereto, notwithstanding that all the SETTLING PARTIES' signatures do not appear on the same page. A party that does not sign this AGREEMENT is not entitled to and shall not use it to enforce settlement against other SETTLING PARTIES to this AGREEMENT. If a settling party refuses to sign, the SETTLING PARTIES agree that the El Dorado County Court Clerk may act as Elisor to sign on behalf of the party refusing to sign.

11.0 GENERAL PROVISIONS

11.1 CONSTRUCTION OF AGREEMENT

This AGREEMENT is the product of negotiation and preparation between and among all SETTLING PARTIES and their respective attorneys. Therefore, the SETTLING PARTIES acknowledge and agree that this AGREEMENT shall not be deemed prepared or drafted by one party or another and should be construed accordingly.

11.2 BINDING EFFECT

This AGREEMENT shall be binding upon and inure to the benefit of the SETTLING PARTIES hereto and their respective past and present heirs, executors, administrators, trustors, trustees, beneficiaries, predecessors, successors, members, assigns, partners, partnerships, parents, subsidiaries, affiliated and related entities, officers, directors, principals, agents, servants, employees, representatives, insurance carriers, and all persons, firms, associations and/or corporations connected with them, including any buyers or acquiring lien holders of the SUBJECT PROPERTY.

11.3 EFFECTIVE DATE

The SETTLING PARTIES deem this AGREEMENT to be effective as of the complete execution of this AGREEMENT.

11.4 **CONTROLLING LAW**

The AGREEMENT shall be interpreted in accordance with and governed in all respects by the laws of the State of California. If any provision, or any part thereof, of this AGREEMENT shall for any reason be held invalid, unenforceable, or contrary to public policy or any law, then the remainder of this AGREEMENT shall not be affected thereby.

11.5 **WAIVER AND AMENDMENT**

No breach of any provision hereof can be waived unless in writing. Waiver of any breach of any one provision hereof shall not be deemed to be a waiver of any breach of the same or other provisions hereof. This AGREEMENT may be amended only by a written agreement executed by the SETTLING PARTIES at the time of the modification.

11.6 **CAPTIONS AND INTERPRETATIONS**

Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this AGREEMENT or any provision thereof. No provision of this AGREEMENT is to be interpreted for or against any party because that party or its legal representative drafted such provision.

11.7 **SEVERABILITY/PARTIAL INVALIDITY**

Each of the above provisions constitutes a material condition to this AGREEMENT and no one provision may be severed from any of the other provisions in the event of a breach. Should any part, term, provision, or portion of this AGREEMENT be decided by a Court of competent jurisdiction to be illegal or in conflict with any laws of the State of California, or the United States, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts, terms, portions, or provisions shall be enforceable and shall not be affected thereby.

11.8 **ENTIRE AGREEMENT**

This AGREEMENT constitutes the entire agreement between the SETTLING PARTIES, except as otherwise confirmed in writing, pertaining to the subject matter

hereof, and fully supersedes any all prior understandings, representations, warranties, and agreements between the SETTLING PARTIES, or any of them, pertaining to the subject matter hereof, and may be modified only by written agreement by all of the SETTLING PARTIES hereto.

11.9 **NO THIRD-PARTY BENEFICIARIES**

No person or entity other than the SETTLING PARTIES are intended to be, nor should be, construed to be a beneficiary of any of the provisions of this AGREEMENT. PLAINTIFFS are the legal holder of all rights, claims, and titles with reference to the SUBJECT PROPERTY in connection with the claims made in the ACTION.

11.10 **ENFORCEMENT**

The SETTLING PARTIES agree that each has the right to enforce this AGREEMENT, or any provision therein, by filing any appropriate motion or proceeding including, without limitation, a motion pursuant to California Code of Civil Procedure section 664.7, in the appropriate law and motion department of the El Dorado County Superior Court where the ACTION is venued. In the event of any controversy or dispute arising out this AGREEMENT the prevailing party shall be entitled to recover from the other party reasonable expenses, including without limitation reasonable attorney's fees and costs actually incurred.

11.11 **VOLUNTARY AGREEMENT / UNDERSTANDING OF AGREEMENT**

The SETTLING PARTIES, and each of them, further represent and declare that they have carefully read this AGREEMENT and know the contents thereof and that they signed the same freely and voluntarily. The SETTLING PARTIES agree to cooperate reasonably in satisfying the terms of this AGREEMENT. Each SETTLING PARTY affirms and acknowledges that they have read this AGREEMENT and had an opportunity to have it fully explained by counsel of their choice, that it fully understands and appreciates the words and terms used in this AGREEMENT and their effect, that this is a

full and final settlement and release of all claims, and that each SETTLING PARTY signs this AGREEMENT of their own free will. Each SETTLING PARTY, and its representative attorneys, have carefully and fully reviewed this AGREEMENT and have revised, or have had an opportunity to revise, this AGREEMENT. Accordingly, the normal rule of construction that ambiguities are to be resolved against the drafting party shall not be utilized in the interpretation of this AGREEMENT.

11.12 **AUTHORITY TO SIGN**

Each SETTLING PARTY hereby represents and warrants that the persons signing the AGREEMENT on its behalf has the authority to do so.

11.13 **SIGNATURE PER CCP § 664.7**

Each SETTLING PARTY hereby acknowledges that to the extent any of the SETTLING PARTIES are bankrupt entities, dissolved corporations, and/or have no officers or representatives who can or who are willing to execute this AGREEMENT on their behalf, and to the extent this AGREEMENT has been approved by the insurers of such SETTLING PARTIES, the execution of this AGREEMENT pursuant to California Code of Civil Procedure section 664.7 by counsel retained by such approving insurance carrier(s), or by an authorized representative for such approving insurance company if no counsel was retained on behalf of any SETTLING PARTY, and the funding of this settlement shall constitute the insurance carriers' approval thereto and no further action or signature to the AGREEMENT shall be required by or on behalf of these parties pursuant to California Code of Civil Procedure section 664.7.

Signatures on the following page

THE PARTIES ACKNOWLEDGE THAT THEY HAVE EXECUTED THIS AGREEMENT FREELY AFTER INDEPENDENT INVESTIGATION AND WITHOUT FRAUD OR UNDUE INFLUENCE. THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND EACH AND EVERY PROVISION HEREIN AND INTEND TO BE BOUND BY ALL ITS TERMS

IN WITNESS WHEREOF, the undersigned parties have executed this AGREEMENT as of the date indicated. Execution and exchange of copies of the aforesaid AGREEMENT shall be deemed sufficient execution thereof.

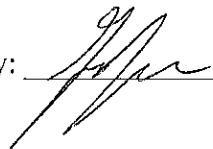
DATE: PLAINTIFF, CAMERON PARK COMMUNITY SERVICES DISTRICT

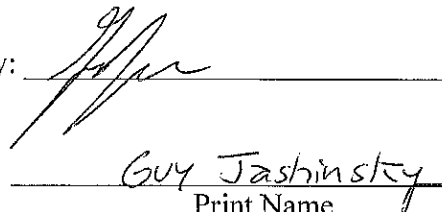
By: _____

Print Name

DEFENDANT, E.J. MASONRY, INC.

DATE: 12/28/2020

By:  _____



Print Name

Signatures continue on the following page

APPROVED AS TO FORM:

DATE:

ANGIUS & TERRY LLP


By: _____

BRADLEY J. EPSTEIN, ESQ.
ALLISON L. ANDERSEN, ESQ.
LUCAS M. SPRENKEL, ESQ.
Attorney for Plaintiff, CAMERON PARK
COMMUNITY SERVICES DISTRICT

DATE: January 25, 2021

**LAW OFFICE OF
PATRICK J. CAMPBELL**

By: _____


TIMOTHY C. MCNEIL, ESQ.
Attorneys for Defendant,
E.J. MASONRY, INC.

[end of attorney signatures]

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement and Mutual Release (hereinafter “AGREEMENT”) is entered into by and between Plaintiff, Cameron Park Community Services District (hereinafter, “PLAINTIFF”) and Defendant, Doug Veerkamp General Engineering, Inc. (“DEFENDANT”). All of the above-referenced parties are hereinafter referred to collectively as the “SETTLING PARTIES.”

1.0 RECITALS

- A. WHEREAS, there is pending litigation in the Superior Court of the State of California, County of El Dorado, an action entitled Cameron Park Community Services District v. Prowest PCM, Inc., et al., Case No. PC20180258. PLAINTIFF filed a Complaint (“COMPLAINT”) on or about May 21, 2018 (hereinafter “ACTION”) against several entities. On November 27, 2019, PLAINTIFF filed a Doe Amendment identifying additional parties including DEFENDANT. PLAINTIFF alleges construction deficiencies relating to the construction of the Cameron Park Community Center (hereinafter “SUBJECT PROPERTY”).
- B. WHEREAS, PLAINTIFF has published a Conceptual Cost Estimate Summary of Recommended Repairs dated May 20, 2019, which contains various defect claims, recommended repairs, and estimated cost of repair.
- C. WHEREAS, after participating in arms-length mediation before Mediator Peter Dekker, PLAINTIFF and DEFENDANT reached a settlement of those disputed allegations and defect claims related to and/or arising out of PLAINTIFF’s Complaint and PLAINTIFF’s Conceptual Cost Estimate Summary of Recommended Repairs pertaining to DEFENDANT’S performance of work at the SUBJECT PROPERTY.

WHEREFORE, in consideration of the covenants and agreements expressed herein, and

the recitals set forth above, which are incorporated into this AGREEMENT, the SETTLING PARTIES hereto agree as follows:

2.0 SETTLEMENT TERMS

A. NO ADMISSION

By entering into this AGREEMENT, no party is admitting to the sufficiency of any claim, allegation, assertion, contention, or position of any other party in the ACTION, or the sufficiency of any defense to any such claim, allegation, assertion, contention, or position therein. The parties have entered into this AGREEMENT in good faith and with a desire to forever settle their claims against each other arising out of this ACTION.

B. PAYMENT TERMS

In consideration of the respective release and dismissal of DEFENDANT from the ACTION, the insurers for DEFENDANT will pay PLAINTIFF the total amount of Thirty Thousand Dollars (\$30,000.00). Payment shall be checks or drafts payable to "Angius & Terry LLP Client Trust Account", Tax Identification Number 94-312-7478, no later than thirty (30) days after the Court grants DEFENDANT's motion for good faith determination order and PLAINTIFF'S execution and delivery of this AGREEMENT. PLAINTIFF shall file a Request for Dismissal within fifteen (15) days of all funds clearing the Angius & Terry Client Trust Account.

C. GOOD FAITH SETTLEMENT

The parties agree and acknowledge that this settlement is contingent upon the court finding that the settlement between the parties was reached in good faith.

3.0 MUTUAL RELEASE

Except as to rights and obligations created by this AGREEMENT, for value received, the receipt and adequacy of which is hereby acknowledged, PLAINTIFF, for itself and for and on behalf of all of its past, present, and future parents, subsidiaries,

predecessors, successors, attorneys, insurers, affiliates, and assigns, and with respect to PLAINTIFF and all of the foregoing, each of their respective past, present, and future officers, directors, shareholders, members, managers, agents, employees, partners, subcontractors, trustees, attorneys, insurers, affiliates, and assigns (all of these related persons and entities being referred to as “PLAINTIFF’s Related Persons and Entities”) hereby fully releases and discharges DEFENDANT and all of its respective past, present, and future parents, subsidiaries, predecessors, successors, attorneys, insurers, affiliates, and assigns, and with respect to DEFENDANT and all of the foregoing, each of their respective past, present, and future officers, directors, shareholders, members, managers, agents, employees, partners, subcontractors, trustees, attorneys, insurers, affiliates, and assigns (all of these related persons and entities being referred to as “DEFENDANT’s Related Persons and Entities”) hereby release each other and their respective Related Persons and Entities, from, and relinquish, any and all past, present, or future claims, demands, obligations, or causes of action for compensatory or punitive damages, costs, losses, expenses, and compensation, whether based in tort, contract, or other legal or equitable theories of recovery that the parties may have, or may accrue, or be acquired arising from or relating to this ACTION, whether known or unknown, which the parties now have, or may after the signing of this AGREEMENT have, based on or arising out of the ACTION.

4.0 WAIVER OF CALIFORNIA CIVIL CODE SECTION 1542

As to the matters released herein, PLAINTIFF and its Related Persons and Entities acknowledges that it has been fully advised of and understand and waives the provisions of Section 1542 of the Civil Code which reads:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THIS RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

5.0 DISMISSALS

PLAINTIFF shall cause their counsel to execute a dismissal with prejudice of their COMPLAINT.

6.0 STIPULATION IN WRITING

The SETTLING PARTIES hereto agree that this AGREEMENT shall constitute a “stipulation in a writing” pursuant to California Code of Civil Procedure section 664.7.

The Court shall retain jurisdiction over the SETTLING PARTIES in the event the SETTLEMENT AMOUNT has not paid in full to PLAINTIFF or the dismissals have not been filed, in order to enforce the AGREEMENT.

7.0 ADVICE OF COUNSEL

Each of the SETTLING PARTIES, by execution of this AGREEMENT, represents that it has reviewed each term of this AGREEMENT with its legal counsel, and that hereafter it shall not deny the validity of this AGREEMENT on the grounds that it did not have advice of counsel.

8.0 COMPROMISE

This AGREEMENT is the result of a compromise and shall never at any time for any purpose be considered as an admission of liability or responsibility on the part of any party herein released, nor shall the release of any claims or waiver of costs in consideration of the execution of this AGREEMENT constitute or be construed as an admission of any liability whatsoever by any party herein released, who denies such liability and disclaims such responsibility. No dismissal filed in conjunction with the AGREEMENT shall constitute a favorable or prevailing result for any party.

9.0 ATTORNEYS' FEES AND COSTS

Each of the SETTLING PARTIES hereto acknowledges and agrees that each of them is to bear its own costs, expenses, and attorneys' fees arising out of or connected with the claims released herein, the negotiation, drafting and execution of this AGREEMENT, and all matters arising out of or connected therewith. Notwithstanding this provision, it is

further understood and agreed that, in the event any litigation, arbitration, mediation, or other proceeding is initiated by any party against the other party to enforce, interpret, or otherwise obtain judicial or quasi-judicial relief in connection with this AGREEMENT, the prevailing party in such action shall be entitled to receive from the unsuccessful party all costs, expenses, and reasonable attorneys' fees, relating to or arising out of such action.

10.0 COUNTERPARTS

The AGREEMENT may be executed in counterparts and so executed shall constitute one AGREEMENT which shall be binding upon all SETTLING PARTIES hereto, notwithstanding that all the SETTLING PARTIES' signatures do not appear on the same page. A party that does not sign this AGREEMENT is not entitled to and shall not use it to enforce settlement against other SETTLING PARTIES to this AGREEMENT.

11.0 GENERAL PROVISIONS

11.1 CONSTRUCTION OF AGREEMENT

This AGREEMENT is the product of negotiation and preparation between and among all SETTLING PARTIES and their respective attorneys. Therefore, the SETTLING PARTIES acknowledge and agree that this AGREEMENT shall not be deemed prepared or drafted by one party or another and should be construed accordingly.

11.2 BINDING EFFECT

This AGREEMENT shall be binding upon and inure to the benefit of the SETTLING PARTIES and their respective Related Persons and Entities including any buyers or acquiring lien holders of the SUBJECT PROPERTY.

11.3 EFFECTIVE DATE

The SETTLING PARTIES deem this AGREEMENT to be effective as of the complete execution of this AGREEMENT.

11.4 CONTROLLING LAW

The AGREEMENT shall be interpreted in accordance with and governed in all respects by the laws of the State of California. If any provision, or any part thereof, of this

AGREEMENT shall for any reason be held invalid, unenforceable, or contrary to public policy or any law, then the remainder of this AGREEMENT shall not be affected thereby.

11.5 **WAIVER AND AMENDMENT**

No breach of any provision hereof can be waived unless in writing. Waiver of any breach of any one provision hereof shall not be deemed to be a waiver of any breach of the same or other provisions hereof. This AGREEMENT may be amended only by a written agreement executed by the SETTLING PARTIES at the time of the modification.

11.6 **CAPTIONS AND INTERPRETATIONS**

Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this AGREEMENT or any provision thereof. No provision of this AGREEMENT is to be interpreted for or against any party because that party or its legal representative drafted such provision.

11.7 **SEVERABILITY/PARTIAL INVALIDITY**

Each of the above provisions constitutes a material condition to this AGREEMENT and no one provision may be severed from any of the other provisions in the event of a breach. Should any part, term, provision, or portion of this AGREEMENT be decided by a Court of competent jurisdiction to be illegal or in conflict with any laws of the State of California, or the United States, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts, terms, portions, or provisions shall be enforceable and shall not be affected thereby.

11.8 **ENTIRE AGREEMENT**

This AGREEMENT constitutes the entire agreement between the SETTLING PARTIES, except as otherwise confirmed in writing, pertaining to the subject matter hereof, and fully supersedes any all prior understandings, representations, warranties, and agreements between the SETTLING PARTIES, or any of them, pertaining to the subject

matter hereof, and may be modified only by written agreement by all of the SETTLING PARTIES hereto.

11.9 **NO THIRD-PARTY BENEFICIARIES**

No person or entity other than the SETTLING PARTIES are intended to be, nor should be, construed to be a beneficiary of any of the provisions of this AGREEMENT. PLAINTIFFS are the legal holder of all rights, claims, and titles with reference to the SUBJECT PROPERTY in connection with the claims made in the ACTION.

11.10 **ENFORCEMENT**

The SETTLING PARTIES agree that each has the right to enforce this AGREEMENT, or any provision therein, by filing any appropriate motion or proceeding including, without limitation, a motion pursuant to California Code of Civil Procedure section 664.7, in the appropriate law and motion department of the El Dorado County Superior Court where the ACTION is venued. In the event of any controversy or dispute arising out this AGREEMENT the prevailing party shall be entitled to recover from the other party reasonable expenses, including without limitation reasonable attorney's fees and costs actually incurred.

11.11 **VOLUNTARY AGREEMENT / UNDERSTANDING OF AGREEMENT**

The SETTLING PARTIES, and each of them, further represent and declare that they have carefully read this AGREEMENT and know the contents thereof and that they signed the same freely and voluntarily. The SETTLING PARTIES agree to cooperate reasonably in satisfying the terms of this AGREEMENT. Each SETTLING PARTY affirms and acknowledges that they have read this AGREEMENT and had an opportunity to have it fully explained by counsel of their choice, that it fully understands and appreciates the words and terms used in this AGREEMENT and their effect, that this is a full and final settlement and release of all claims, and that each SETTLING PARTY signs this AGREEMENT of their own free will. Each SETTLING PARTY, and its

representative attorneys, have carefully and fully reviewed this AGREEMENT and have revised, or have had an opportunity to revise, this AGREEMENT. Accordingly, the normal rule of construction that ambiguities are to be resolved against the drafting party shall not be utilized in the interpretation of this AGREEMENT.

11.12 **AUTHORITY TO SIGN**

Each SETTLING PARTY hereby represents and warrants that the persons signing the AGREEMENT on its behalf has the authority to do so.

11.13 **SIGNATURE PER CCP § 664.7**

Each SETTLING PARTY hereby acknowledges that to the extent any of the SETTLING PARTIES are bankrupt entities, dissolved corporations, and/or have no officers or representatives who can or who are willing to execute this AGREEMENT on their behalf, and to the extent this AGREEMENT has been approved by the insurers of such SETTLING PARTIES, the execution of this AGREEMENT pursuant to California Code of Civil Procedure section 664.7 by counsel retained by such approving insurance carrier(s), or by an authorized representative for such approving insurance company if no counsel was retained on behalf of any SETTLING PARTY, and the funding of this settlement shall constitute the insurance carriers' approval thereto and no further action or signature to the AGREEMENT shall be required by or on behalf of these parties pursuant to California Code of Civil Procedure section 664.7.

Signatures on the following page

THE PARTIES ACKNOWLEDGE THAT THEY HAVE EXECUTED THIS AGREEMENT FREELY AFTER INDEPENDENT INVESTIGATION AND WITHOUT FRAUD OR UNDUE INFLUENCE. THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND EACH AND EVERY PROVISION HEREIN AND INTEND TO BE BOUND BY ALL ITS TERMS

IN WITNESS WHEREOF, the undersigned parties have executed this AGREEMENT as of the date indicated. Execution and exchange of copies of the aforesaid AGREEMENT shall be deemed sufficient execution thereof.

DATE: PLAINTIFF, CAMERON PARK COMMUNITY SERVICES DISTRICT

By: _____

Print Name

DEFENDANT, DOUG VEERKAMP GENERAL ENGINEERING, INC.

DATE: By: _____

Print Name

Signatures continue on the following page

APPROVED AS TO FORM:

DATE:

ANGIUS & TERRY LLP

By: _____
BRADLEY J. EPSTEIN, ESQ.
ALLISON L. ANDERSEN, ESQ.
LUCAS M. SPRENKEL, ESQ.
Attorney for Plaintiff, CAMERON PARK
COMMUNITY SERVICES DISTRICT

DATE:

LETOFSKY • MCCLAIN

By: _____
ROBYN S. MCCLAIN, ESQ.
Attorneys for Defendant,
DOUG VEERKAMP GENERAL
ENGINEERING, INC.

[end of attorney signatures]

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement and Mutual Release (hereinafter “AGREEMENT”) is entered into by and between Plaintiff, Cameron Park Community Services District (hereinafter, “PLAINTIFF”); and Defendant, J. Lussier Construction, Inc. (“DEFENDANT”), on behalf of themselves and their respective principals, agents, attorneys, officers, directors, shareholders, representatives, employees, members, partners, subsidiaries, affiliated companies, insurers, predecessors, successors-in-interest, and assigns. All of the above-referenced parties are hereinafter referred to collectively as the “SETTLING PARTIES.”

1.0 RECITALS

- A. WHEREAS, there is pending litigation in the Superior Court of the State of California, County of El Dorado, an action entitled Cameron Park Community Services District v. Prowest PCM, Inc. et al., Case No. PC20180258. PLAINTIFF filed a Complaint (“COMPLAINT”) on or about May 21, 2018 (hereinafter “ACTION”) against several entities including DEFENDANT, J. Lussier Construction, Inc. PLAINTIFF alleges construction deficiencies relating to the construction of the Cameron Park Community Center (hereinafter “SUBJECT PROPERTY”).
- B. WHEREAS, PLAINTIFF has published a Conceptual Cost Estimate Summary of Recommended Repairs dated May 20, 2019, which contains various defect claims, recommended repairs, and estimated cost of repair.
- C. WHEREAS, after participating in arms-length mediation before Mediator Peter Dekker, PLAINTIFF, Cameron Park Community Services District and DEFENDANT, J. Lussier Construction, Inc. reached a settlement of those disputed allegations and defect claims related to and/or arising out of PLAINTIFF’s Complaint and PLAINTIFF’s Conceptual Cost Estimate

Summary of Recommended Repairs pertaining to J. Lussier Construction, Inc.'s performance of work at the SUBJECT PROPERTY.

WHEREFORE, in consideration of the covenants and agreements expressed herein, and the recitals set forth above, which are incorporated into this AGREEMENT, the SETTLING PARTIES hereto agree as follows:

2.0 SETTLEMENT TERMS

A. NO ADMISSION

By entering into this AGREEMENT, no party is admitting to the sufficiency of any claim, allegation, assertion, contention, or position of any other party in the ACTION, or the sufficiency of any defense to any such claim, allegation, assertion, contention, or position therein. The parties have entered into this AGREEMENT in good faith and with a desire to forever settle their claims against each other arising out of this ACTION.

B. PAYMENT TERMS

In consideration of the respective release and dismissal of DEFENDANT, J. Lussier Construction, Inc. from the ACTION, the insurers for DEFENDANT will pay PLAINTIFF, Cameron Park Community Services District the total amount of Three Thousand Five Hundred Dollars and Zero Cents (\$3,500.00). Payment shall be checks or drafts payable to "Angius & Terry LLP Client Trust Account", Tax Identification Number 94-312-7478, no later than thirty (30) days after the Court grants DEFENDANT's motion for good faith determination order and PLAINTIFF'S execution and delivery of this AGREEMENT. PLAINTIFF shall file a Request for Dismissal within fifteen (15) days of all funds clearing the Angius & Terry Client Trust Account.

C. GOOD FAITH SETTLEMENT

The parties agree and acknowledge that this settlement is contingent upon the court finding that the settlement between the parties was reached in good faith.

3.0 MUTUAL RELEASE

Except as to rights and obligations created by this AGREEMENT, for value received, the receipt and adequacy of which is hereby acknowledged, PLAINTIFF, Cameron Park Community Services District, and DEFENDANT, J. Lussier Construction, Inc. hereby release each other and their respective officers, agents, managers, employers, employees, directors, assignees, heirs, devisees, affiliated or related entities, members, partners, subsidiaries, past, present and future principals, agents, officers, directors, shareholders, sureties, insurers, attorneys, as applicable, from, and relinquish, any and all past, present, or future claims, demands, obligations, or causes of action for compensatory or punitive damages, costs, losses, expenses, and compensation, whether based in tort, contract, or other legal or equitable theories of recovery that the parties may have, or may accrue, or be acquired arising from or relating to this ACTION, whether known or unknown, which the parties now have, or may after the signing of this AGREEMENT have, based on or arising out of the ACTION.

4.0 WAIVER OF CALIFORNIA CIVIL CODE SECTION 1542

As to the matters released herein, PLAINTIFF, Cameron Park Community Services District acknowledges that it has been fully advised of and understand and waives the provisions of Section 1542 of the Civil Code which reads:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THIS RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

5.0 DISMISSALS

PLAINTIFF shall cause their counsel to execute a dismissal with prejudice of their COMPLAINT.

6.0 STIPULATION IN WRITING

The SETTLING PARTIES hereto agree that this AGREEMENT shall constitute a “stipulation in a writing” pursuant to California Code of Civil Procedure section 664.7.

The Court shall retain jurisdiction over the SETTLING PARTIES in the event the SETTLEMENT AMOUNT has not paid in full to PLAINTIFF or the dismissals have not been filed, in order to enforce the AGREEMENT.

7.0 ADVICE OF COUNSEL

Each of the SETTLING PARTIES, by execution of this AGREEMENT, represents that it has reviewed each term of this AGREEMENT with its legal counsel, and that hereafter it shall not deny the validity of this AGREEMENT on the grounds that it did not have advice of counsel.

8.0 COMPROMISE

This AGREEMENT is the result of a compromise and shall never at any time for any purpose be considered as an admission of liability or responsibility on the part of any party herein released, nor shall the release of any claims or waiver of costs in consideration of the execution of this AGREEMENT constitute or be construed as an admission of any liability whatsoever by any party herein released, who denies such liability and disclaims such responsibility. No dismissal filed in conjunction with the AGREEMENT shall constitute a favorable or prevailing result for any party.

9.0 ATTORNEYS' FEES AND COSTS

Each of the SETTLING PARTIES hereto acknowledges and agrees that each of them is to bear its own costs, expenses, and attorneys' fees arising out of or connected with the claims released herein, the negotiation, drafting and execution of this AGREEMENT, and all matters arising out of or connected therewith. Notwithstanding this provision, it is further understood and agreed that, in the event any litigation, arbitration, mediation, or other proceeding is initiated by any party against the other party to enforce, interpret, or

otherwise obtain judicial or quasi-judicial relief in connection with this AGREEMENT, the prevailing party in such action shall be entitled to receive from the unsuccessful party all costs, expenses, and reasonable attorneys' fees, relating to or arising out of such action.

10.0 COUNTERPARTS

The AGREEMENT may be executed in counterparts and so executed shall constitute one AGREEMENT which shall be binding upon all SETTLING PARTIES hereto, notwithstanding that all the SETTLING PARTIES' signatures do not appear on the same page. A party that does not sign this AGREEMENT is not entitled to and shall not use it to enforce settlement against other SETTLING PARTIES to this AGREEMENT. If a settling party refuses to sign, the SETTLING PARTIES agree that the El Dorado County Court Clerk may act as Elisor to sign on behalf of the party refusing to sign.

11.0 GENERAL PROVISIONS

11.1 CONSTRUCTION OF AGREEMENT

This AGREEMENT is the product of negotiation and preparation between and among all SETTLING PARTIES and their respective attorneys. Therefore, the SETTLING PARTIES acknowledge and agree that this AGREEMENT shall not be deemed prepared or drafted by one party or another and should be construed accordingly.

11.2 BINDING EFFECT

This AGREEMENT shall be binding upon and inure to the benefit of the SETTLING PARTIES hereto and their respective past and present heirs, executors, administrators, trustors, trustees, beneficiaries, predecessors, successors, members, assigns, partners, partnerships, parents, subsidiaries, affiliated and related entities, officers, directors, principals, agents, servants, employees, representatives, insurance carriers, and all persons, firms, associations and/or corporations connected with them, including any buyers or acquiring lien holders of the SUBJECT PROPERTY.

11.3 **EFFECTIVE DATE**

The SETTLING PARTIES deem this AGREEMENT to be effective as of the complete execution of this AGREEMENT.

11.4 **CONTROLLING LAW**

The AGREEMENT shall be interpreted in accordance with and governed in all respects by the laws of the State of California. If any provision, or any part thereof, of this AGREEMENT shall for any reason be held invalid, unenforceable, or contrary to public policy or any law, then the remainder of this AGREEMENT shall not be affected thereby.

11.5 **WAIVER AND AMENDMENT**

No breach of any provision hereof can be waived unless in writing. Waiver of any breach of any one provision hereof shall not be deemed to be a waiver of any breach of the same or other provisions hereof. This AGREEMENT may be amended only by a written agreement executed by the SETTLING PARTIES at the time of the modification.

11.6 **CAPTIONS AND INTERPRETATIONS**

Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this AGREEMENT or any provision thereof. No provision of this AGREEMENT is to be interpreted for or against any party because that party or its legal representative drafted such provision.

11.7 **SEVERABILITY/PARTIAL INVALIDITY**

Each of the above provisions constitutes a material condition to this AGREEMENT and no one provision may be severed from any of the other provisions in the event of a breach. Should any part, term, provision, or portion of this AGREEMENT be decided by a Court of competent jurisdiction to be illegal or in conflict with any laws of the State of California, or the United States, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts, terms, portions, or provisions shall be enforceable and shall not be affected thereby.

11.8 **ENTIRE AGREEMENT**

This AGREEMENT constitutes the entire agreement between the SETTLING PARTIES, except as otherwise confirmed in writing, pertaining to the subject matter hereof, and fully supersedes any all prior understandings, representations, warranties, and agreements between the SETTLING PARTIES, or any of them, pertaining to the subject matter hereof, and may be modified only by written agreement by all of the SETTLING PARTIES hereto.

11.9 **NO THIRD-PARTY BENEFICIARIES**

No person or entity other than the SETTLING PARTIES are intended to be, nor should be, construed to be a beneficiary of any of the provisions of this AGREEMENT. PLAINTIFFS are the legal holder of all rights, claims, and titles with reference to the SUBJECT PROPERTY in connection with the claims made in the ACTION.

11.10 **ENFORCEMENT**

The SETTLING PARTIES agree that each has the right to enforce this AGREEMENT, or any provision therein, by filing any appropriate motion or proceeding including, without limitation, a motion pursuant to California Code of Civil Procedure section 664.7, in the appropriate law and motion department of the El Dorado County Superior Court where the ACTION is venued. In the event of any controversy or dispute arising out this AGREEMENT the prevailing party shall be entitled to recover from the other party reasonable expenses, including without limitation reasonable attorney's fees and costs actually incurred.

11.11 **VOLUNTARY AGREEMENT / UNDERSTANDING OF AGREEMENT**

The SETTLING PARTIES, and each of them, further represent and declare that they have carefully read this AGREEMENT and know the contents thereof and that they signed the same freely and voluntarily. The SETTLING PARTIES agree to cooperate reasonably in satisfying the terms of this AGREEMENT. Each SETTLING PARTY

affirms and acknowledges that they have read this AGREEMENT and had an opportunity to have it fully explained by counsel of their choice, that it fully understands and appreciates the words and terms used in this AGREEMENT and their effect, that this is a full and final settlement and release of all claims, and that each SETTLING PARTY signs this AGREEMENT of their own free will. Each SETTLING PARTY, and its representative attorneys, have carefully and fully reviewed this AGREEMENT and have revised, or have had an opportunity to revise, this AGREEMENT. Accordingly, the normal rule of construction that ambiguities are to be resolved against the drafting party shall not be utilized in the interpretation of this AGREEMENT.

11.12 **AUTHORITY TO SIGN**

Each SETTLING PARTY hereby represents and warrants that the persons signing the AGREEMENT on its behalf has the authority to do so.

11.13 **SIGNATURE PER CCP § 664.7**

Each SETTLING PARTY hereby acknowledges that to the extent any of the SETTLING PARTIES are bankrupt entities, dissolved corporations, and/or have no officers or representatives who can or who are willing to execute this AGREEMENT on their behalf, and to the extent this AGREEMENT has been approved by the insurers of such SETTLING PARTIES, the execution of this AGREEMENT pursuant to California Code of Civil Procedure section 664.7 by counsel retained by such approving insurance carrier(s), or by an authorized representative for such approving insurance company if no counsel was retained on behalf of any SETTLING PARTY, and the funding of this settlement shall constitute the insurance carriers' approval thereto and no further action or signature to the AGREEMENT shall be required by or on behalf of these parties pursuant to California Code of Civil Procedure section 664.7.

Signatures on the following page

THE PARTIES ACKNOWLEDGE THAT THEY HAVE EXECUTED THIS AGREEMENT FREELY AFTER INDEPENDENT INVESTIGATION AND WITHOUT FRAUD OR UNDUE INFLUENCE. THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND EACH AND EVERY PROVISION HEREIN AND INTEND TO BE BOUND BY ALL ITS TERMS

IN WITNESS WHEREOF, the undersigned parties have executed this AGREEMENT as of the date indicated. Execution and exchange of copies of the aforesaid AGREEMENT shall be deemed sufficient execution thereof.

DATE: PLAINTIFF, CAMERON PARK COMMUNITY SERVICES DISTRICT

By: _____

Print Name

DEFENDANT, J. LUSSIER CONSTRUCTION, INC.

DATE: By: _____

Print Name

Signatures continue on the following page

APPROVED AS TO FORM:

DATE:

ANGIUS & TERRY LLP

By: _____
BRADLEY J. EPSTEIN, ESQ.
ALLISON L. ANDERSEN, ESQ.
LUCAS M. SPRENKEL, ESQ.
Attorney for Plaintiff, CAMERON PARK
COMMUNITY SERVICES DISTRICT

DATE:

**LAW OFFICE OF
PATRICK J. CAMPBELL**

By: _____
TIMOTHY MCNEIL, ESQ.
Attorneys for Defendant,
J. LUSSIER CONSTRUCTION, INC.

[end of attorney signatures]

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement and Mutual Release (hereinafter “AGREEMENT”) is entered into by and between Plaintiff, Cameron Park Community Services District (hereinafter, “PLAINTIFF”); and Defendant, ProWest PCM, Inc. dba ProWest Constructors (“DEFENDANT”), on behalf of themselves and their respective principals, agents, attorneys, officers, directors, shareholders, representatives, employees, members, partners, subsidiaries, affiliated companies, insurers, predecessors, successors-in-interest, and assigns. All of the above-referenced parties are hereinafter referred to collectively as the “SETTLING PARTIES.”

1.0 RECITALS

- A. WHEREAS, there is pending litigation in the Superior Court of the State of California, County of El Dorado, an action entitled Cameron Park Community Services District v. ProWest PCM, Inc. et al., Case No. PC20180258. PLAINTIFF filed a Complaint (“COMPLAINT”) on or about May 21, 2018 (hereinafter “ACTION”) against several entities including ProWest PCM, Inc. PLAINTIFF alleges construction deficiencies relating to the construction of the Cameron Park Community Center (hereinafter “SUBJECT PROPERTY”).
- B. WHEREAS, PLAINTIFF has published a Conceptual Cost Estimate Summary of Recommended Repairs dated May 20, 2019, which contains various defect claims, recommended repairs, and estimated cost of repair.
- C. WHEREAS, after participating in arms-length mediation before Mediator Peter Dekker, PLAINTIFF and DEFENDANT reached a settlement of those disputed allegations and defect claims related to and/or arising out of PLAINTIFF’s Complaint and PLAINTIFF’s Conceptual Cost Estimate Summary of Recommended Repairs pertaining to DEFENDANT’S performance of work at the SUBJECT PROPERTY.

WHEREFORE, in consideration of the covenants and agreements expressed herein, and

the recitals set forth above, which are incorporated into this AGREEMENT, the SETTLING PARTIES hereto agree as follows:

2.0 SETTLEMENT TERMS

A. NO ADMISSION

By entering into this AGREEMENT, no party is admitting to the sufficiency of any claim, allegation, assertion, contention, or position of any other party in the ACTION, or the sufficiency of any defense to any such claim, allegation, assertion, contention, or position therein. The parties have entered into this AGREEMENT in good faith and with a desire to forever settle their claims against each other arising out of this ACTION.

B. PAYMENT TERMS

In consideration of the respective release and dismissal of DEFENDANT, ProWest PCM, Inc. dba ProWest Constructors from the ACTION, the insurers for DEFENDANT will pay PLAINTIFF, Cameron Park Community Services District, the total amount of Seventy-Five Thousand (\$75,000.00). Payment shall be checks or drafts payable to "Angius & Terry LLP Client Trust Account", Tax Identification Number 94-312-7478, no later than thirty (30) days after the Court grants DEFENDANT's motion for good faith determination order and PLAINTIFF'S execution and delivery of this AGREEMENT. PLAINTIFF shall file a Request for Dismissal, with prejudice, within fifteen (15) days of all funds clearing the Angius & Terry Client Trust Account.

C. GOOD FAITH SETTLEMENT

The parties agree and acknowledge that this settlement is contingent upon the court finding that the settlement between the parties was reached in good faith.

3.0 MUTUAL RELEASE

Except as to rights and obligations created by this AGREEMENT, for value received, the receipt and adequacy of which is hereby acknowledged, PLAINTIFF, Cameron Park Community Services District, and DEFENDANT, ProWest PCM, Inc. dba ProWest Constructors, hereby release each other and their respective officers, agents, managers, employers, employees, directors, assignees, heirs, devisees, affiliated or related entities, members, partners, subsidiaries, past, present and future principals, agents, officers, directors, shareholders, sureties, insurers, attorneys, as applicable, from, and relinquish, any and all past, present, or future claims, demands, obligations, or causes of action for compensatory or punitive damages, costs, losses, expenses, and compensation, whether based in tort, contract, or other legal or equitable theories of recovery that the parties may have, or may accrue, or be acquired arising from or relating to this ACTION, whether known or unknown, which the parties now have, or may after the signing of this AGREEMENT have, based on or arising out of the ACTION.

4.0 WAIVER OF CALIFORNIA CIVIL CODE SECTION 1542

As to the matters released herein, PLAINTIFF, Cameron Park Community Services District, acknowledges that it has been fully advised of and understand and waives the provisions of Section 1542 of the Civil Code which reads:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THIS RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

5.0 DISMISSALS

PLAINTIFF shall cause its counsel to execute a dismissal with prejudice of their COMPLAINT.

6.0 STIPULATION IN WRITING

The SETTLING PARTIES hereto agree that this AGREEMENT shall constitute a “stipulation in a writing” pursuant to California Code of Civil Procedure section 664.7.

The Court shall retain jurisdiction over the SETTLING PARTIES in the event the SETTLEMENT AMOUNT has not paid in full to PLAINTIFF or the dismissals have not been filed, in order to enforce the AGREEMENT.

7.0 ADVICE OF COUNSEL

Each of the SETTLING PARTIES, by execution of this AGREEMENT, represents that it has reviewed each term of this AGREEMENT with its legal counsel, and that hereafter it shall not deny the validity of this AGREEMENT on the grounds that it did not have advice of counsel.

8.0 COMPROMISE

This AGREEMENT is the result of a compromise and shall never at any time for any purpose be considered as an admission of liability or responsibility on the part of any party herein released, nor shall the release of any claims or waiver of costs in consideration of the execution of this AGREEMENT constitute or be construed as an admission of any liability whatsoever by any party herein released, who denies such liability and disclaims such responsibility. No dismissal filed in conjunction with the AGREEMENT shall constitute a favorable or prevailing result for any party.

9.0 ATTORNEYS' FEES AND COSTS

Each of the SETTLING PARTIES hereto acknowledges and agrees that each of them is to bear its own costs, expenses, and attorneys' fees arising out of or connected with the claims released herein, the negotiation, drafting and execution of this AGREEMENT, and all matters arising out of or connected therewith. Notwithstanding this provision, it is further understood and agreed that, in the event any litigation, arbitration, mediation, or other proceeding is initiated by any party against the other party to enforce, interpret, or otherwise obtain judicial or quasi-judicial relief in connection with this AGREEMENT,

the prevailing party in such action shall be entitled to receive from the unsuccessful party all costs, expenses, and reasonable attorneys' fees, relating to or arising out of such action.

10.0 COUNTERPARTS

The AGREEMENT may be executed in counterparts and so executed shall constitute one AGREEMENT which shall be binding upon all SETTLING PARTIES hereto, notwithstanding that all the SETTLING PARTIES' signatures do not appear on the same page. A party that does not sign this AGREEMENT is not entitled to and shall not use it to enforce settlement against other SETTLING PARTIES to this AGREEMENT. If a settling party refuses to sign, the SETTLING PARTIES agree that the El Dorado County Court Clerk may act as Elisor to sign on behalf of the party refusing to sign.

11.0 GENERAL PROVISIONS

11.1 CONSTRUCTION OF AGREEMENT

This AGREEMENT is the product of negotiation and preparation between and among all SETTLING PARTIES and their respective attorneys. Therefore, the SETTLING PARTIES acknowledge and agree that this AGREEMENT shall not be deemed prepared or drafted by one party or another and should be construed accordingly.

11.2 BINDING EFFECT

This AGREEMENT shall be binding upon and inure to the benefit of the SETTLING PARTIES hereto and their respective past and present heirs, executors, administrators, trustors, trustees, beneficiaries, predecessors, successors, members, assigns, partners, partnerships, parents, subsidiaries, affiliated and related entities, officers, directors, principals, agents, servants, employees, representatives, insurance carriers, and all persons, firms, associations, and/or corporations connected with them, including any buyers or acquiring lien holders of the SUBJECT PROPERTY.

11.3 EFFECTIVE DATE

The SETTLING PARTIES deem this AGREEMENT to be effective as of the complete execution of this AGREEMENT.

11.4 **CONTROLLING LAW**

The AGREEMENT shall be interpreted in accordance with and governed in all respects by the laws of the State of California. If any provision, or any part thereof, of this AGREEMENT shall for any reason be held invalid, unenforceable, or contrary to public policy or any law, then the remainder of this AGREEMENT shall not be affected thereby.

11.5 **WAIVER AND AMENDMENT**

No breach of any provision hereof can be waived unless in writing. Waiver of any breach of any one provision hereof shall not be deemed to be a waiver of any breach of the same or other provisions hereof. This AGREEMENT may be amended only by a written agreement executed by the SETTLING PARTIES at the time of the modification.

11.6 **CAPTIONS AND INTERPRETATIONS**

Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this AGREEMENT or any provision thereof. No provision of this AGREEMENT is to be interpreted for or against any party because that party or its legal representative drafted such provision.

11.7 **SEVERABILITY/PARTIAL INVALIDITY**

Each of the above provisions constitutes a material condition to this AGREEMENT and no one provision may be severed from any of the other provisions in the event of a breach. Should any part, term, provision, or portion of this AGREEMENT be decided by a Court of competent jurisdiction to be illegal or in conflict with any laws of the State of California, or the United States, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts, terms, portions, or provisions shall be enforceable and shall not be affected thereby.

11.8 **ENTIRE AGREEMENT**

This AGREEMENT constitutes the entire agreement between the SETTLING PARTIES, except as otherwise confirmed in writing, pertaining to the subject matter

hereof, and fully supersedes any all prior understandings, representations, warranties, and agreements between the SETTLING PARTIES, or any of them, pertaining to the subject matter hereof, and may be modified only by written agreement by all of the SETTLING PARTIES hereto.

11.9 **NO THIRD-PARTY BENEFICIARIES**

No person or entity other than the SETTLING PARTIES are intended to be, nor should be, construed to be a beneficiary of any of the provisions of this AGREEMENT. PLAINTIFFS are the legal holder of all rights, claims, and titles with reference to the SUBJECT PROPERTY in connection with the claims made in the ACTION.

11.10 **ENFORCEMENT**

The SETTLING PARTIES agree that each has the right to enforce this AGREEMENT, or any provision therein, by filing any appropriate motion or proceeding including, without limitation, a motion pursuant to California Code of Civil Procedure section 664.7, in the appropriate law and motion department of the El Dorado County Superior Court where the ACTION is venued. In the event of any controversy or dispute arising out this AGREEMENT the prevailing party shall be entitled to recover from the other party reasonable expenses, including without limitation reasonable attorney's fees and costs actually incurred.

11.11 **VOLUNTARY AGREEMENT / UNDERSTANDING OF AGREEMENT**

The SETTLING PARTIES, and each of them, further represent and declare that they have carefully read this AGREEMENT and know the contents thereof and that they signed the same freely and voluntarily. The SETTLING PARTIES agree to cooperate reasonably in satisfying the terms of this AGREEMENT. Each SETTLING PARTY affirms and acknowledges that they have read this AGREEMENT and had an opportunity to have it fully explained by counsel of their choice, that it fully understands and appreciates the words and terms used in this AGREEMENT and their effect, that this is a

full and final settlement and release of all claims, and that each SETTling PARTY signs this AGREEMENT of their own free will. Each SETTling PARTY, and its representative attorneys, have carefully and fully reviewed this AGREEMENT and have revised, or have had an opportunity to revise, this AGREEMENT. Accordingly, the normal rule of construction that ambiguities are to be resolved against the drafting party shall not be utilized in the interpretation of this AGREEMENT.

11.12 **AUTHORITY TO SIGN**

Each SETTling PARTY hereby represents and warrants that the persons signing the AGREEMENT on its behalf has the authority to do so.

11.13 **SIGNATURE PER CCP § 664.7**

Each SETTling PARTY hereby acknowledges that to the extent any of the SETTling PARTIES are bankrupt entities, dissolved corporations, and/or have no officers or representatives who can or who are willing to execute this AGREEMENT on their behalf, and to the extent this AGREEMENT has been approved by the insurers of such SETTling PARTIES, the execution of this AGREEMENT pursuant to California Code of Civil Procedure section 664.7 by counsel retained by such approving insurance carrier(s), or by an authorized representative for such approving insurance company if no counsel was retained on behalf of any SETTling PARTY, and the funding of this settlement shall constitute the insurance carriers' approval thereto and no further action or signature to the AGREEMENT shall be required by or on behalf of these parties pursuant to California Code of Civil Procedure section 664.7.

Signatures on the following page

THE PARTIES ACKNOWLEDGE THAT THEY HAVE EXECUTED THIS AGREEMENT FREELY AFTER INDEPENDENT INVESTIGATION AND WITHOUT FRAUD OR UNDUE INFLUENCE. THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND EACH AND EVERY PROVISION HEREIN AND INTEND TO BE BOUND BY ALL ITS TERMS

IN WITNESS WHEREOF, the undersigned parties have executed this AGREEMENT as of the date indicated. Execution and exchange of copies of the aforesaid AGREEMENT shall be deemed sufficient execution thereof.

DATE: PLAINTIFF, CAMERON PARK COMMUNITY SERVICES DISTRICT

By: _____

Print Name

PROWEST PCM, INC. DBA PROWEST CONSTRUCTORS

DATE: By: _____

Print Name

Signatures continue on the following page

APPROVED AS TO FORM:

DATE:

ANGIUS & TERRY LLP

By: _____

BRADLEY J. EPSTEIN, ESQ.
ALLISON L. ANDERSEN, ESQ.
LUCAS M. SPRENKEL, ESQ.
Attorney for Plaintiff, CAMERON PARK
COMMUNITY SERVICES DISTRICT

DATE:

**ELIZABETH K. MEYERS &
ASSOCIATES**

By: _____

AVI GLIKMAN
Attorneys for Defendant,
PROWEST PCM, INC. DBA
PROWEST CONSTRUCTORS

DATE:

**WOOD, SMITH, HENNING
& BERMAN**

By: _____

ALICIA R. KENNON
Attorneys for Defendant,
PROWEST PCM, INC. DBA
PROWEST CONSTRUCTORS

[end of attorney signatures]

*Cameron Park
Community Services District*



Agenda Transmittal

DATE: April 21, 2021

FROM: Jill Ritzman, General Manager

AGENDA ITEM #8: **THIRD QUARTER FISCAL YEAR 2020-2021 BUDGET TO ACTUALS REPORT**

RECOMMENDED ACTION: Receive and File.

Staff is providing the Third Quarter Fiscal Year 2020-2021 Budget to Actuals Report (July 1, 2020 to March 30, 2021) to the Board of Directors as information. Seventy-five percent of the Fiscal Year is completed.

The District appears to be on track to meet budget allocations. Revenues are 60% received, but the second installment of property taxes has not been allocated from the County yet. Expenditures are at 57%.

Attachment

A - Third Quarter Fiscal Year 2020-2021 Budget to Actuals Report

Cameron Park Community Services District
Statement of Revenues and Expenditures - Unposted Transactions Included In Report
From 7/1/2020 Through 3/30/2021

01 - General Fund

		Final 2019-20	7/1/19-3/30/20	Final 2020-21	7/1/20-3/30/20	Current
		Budget	Actual	Budget	Actual	Period Exp to Date
Operating Revenue						
Property Taxes	4110	4,184,387.00	2,356,052.32	4,327,061.00	2,458,920.68	56.83%
Franchise Fees	4113	200,000.00	96,828.87	200,000.00	101,726.85	50.86%
Park Impact Fees	4115	52,000.00	0.00	0.00	0.00	0.00%
Quimby Fees	4120	28,554.00	0.00	0.00	0.00	0.00%
Fire Development	4125	10,000.00	0.00	0.00	0.00	0.00%
Fire Marshall Plan Review	4132	18,000.00	34,530.40	40,000.00	24,669.80	61.67%
Tuition Fees/Revenue	4142	0.00	0.00	0.00	1,350.00	0.00%
Youth Classes	4145	38,000.00	9,637.93	0.00	(30.00)	0.00%
Adult Classes	4146	36,727.00	16,683.12	0.00	0.00	0.00%
Youth Sports	4147	100,000.00	54,596.45	0.00	0.00	0.00%
Adult Sports	4148	18,800.00	6,800.00	0.00	0.00	0.00%
Camp Revenues	4149	12,800.00	0.00	0.00	0.00	0.00%
Senior Programs	4153	12,000.00	8,648.69	0.00	0.00	0.00%
Recreation Program Revenue	4154	11,609.00	942.50	116,918.38	2,566.00	2.19%
Transfer In	4165	0.00	62,430.99	24,570.00	22,146.00	90.13%
Special Events	4170	25,000.00	11,533.40	0.00	(47.50)	0.00%
Lake Entries - Daily (Kiosk)	4180	21,012.00	23,196.00	0.00	0.00	0.00%
Annual Passes (Lake/Pool Comt	4181	21,666.00	3,475.75	66,782.00	22,286.25	33.37%
Picnic Site Rentals	4182	27,436.00	62.00	0.00	0.00	0.00%
Summer Kids Camp	4183	42,000.00	11,777.50	0.00	0.00	0.00%
Cameron Park Lake Concession	4184	3,250.00	4,023.25	0.00	0.00	0.00%
Assembly Hall & Classroom Rer	4185	129,114.00	35,154.88	15,304.00	13,965.00	91.25%
Gym Rentals	4186	33,650.00	17,066.75	27,810.00	20,135.40	72.40%
Pool Rental Fees	4187	195,882.00	67,868.25	87,215.00	75,391.84	86.44%
Sports Field Rentals	4190	27,061.00	19,445.75	27,070.00	10,842.96	40.06%
Donations	4250	1,000.00	200.00	0.00	1,200.00	0.00%
Sponsorships	4255	30,000.00	6,075.00	14,500.00	0.00	0.00%
JPA Reimbursable	4260	1,150,000.00	869,518.02	1,150,000.00	862,499.97	75.00%
Fire Apparatus Equip Rental	4262	100,000.00	0.00	30,000.00	19,656.46	65.52%
Reimbursement	4400	64,717.00	6,471.56	6,776.00	25,636.97	378.35%
Weed Abatement	4410	23,263.00	(916.32)	4,020.00	8,457.72	210.39%
Interest Income	4505	59,000.00	39,959.86	25,000.00	4,337.68	17.35%
Other Income	4600	121,592.00	41,754.82	12,000.00	2,802.90	23.36%
Grant - CI	4605	23,000.00	1,946.35	153,794.00	108,117.66	70.30%
Total Operating Revenue		<u>6,821,520.00</u>	<u>3,805,764.09</u>	<u>6,328,820.38</u>	<u>3,786,632.64</u>	<u>59.83%</u>

Expenditures

Cameron Park Community Services District
Statement of Revenues and Expenditures - Unposted Transactions Included In Report
From 7/1/2020 Through 3/30/2021

01 - General Fund

		Final 2019-20	7/1/19-3/30/20	Final 2020-21	7/1/20-3/30/20	Current
		Budget	Actual	Budget	Actual	Period Exp to Date
Salaries - Perm.	5000	648,646.00	509,944.85	668,160.00	504,598.74	75.52%
Salaries - Seasonal	5010	157,170.00	108,909.08	90,540.00	62,744.25	69.30%
Overtime	5020	5,899.00	7,718.30	7,050.00	10,218.29	144.94%
Health Benefit	5130	108,174.00	96,182.87	118,523.00	94,034.23	79.34%
Retiree Health Benefit	5135	69,042.00	58,186.78	78,016.00	69,093.23	88.56%
Dental Insurance	5140	9,488.00	8,324.18	9,663.00	8,742.17	90.47%
Vision Insurance	5150	1,460.00	1,358.53	1,396.00	1,453.20	104.10%
CalPERS Employer Retirement	5160	220,831.00	201,766.98	207,664.00	189,677.95	91.34%
Worker's Compensation	5170	56,127.00	58,277.36	57,914.00	53,016.48	91.54%
FICA/Medicare Employer Contri	5180	19,963.00	17,953.26	23,999.00	14,077.43	58.66%
UI/TT Contribution	5190	42,188.00	8,752.39	10,689.00	7,129.38	66.70%
Advertising/Marketing	5209	30,095.00	22,955.91	7,810.00	7,982.32	102.21%
Agriculture	5215	18,485.00	5,299.61	14,816.00	12,360.54	83.43%
Audit/Accounting	5220	47,500.00	42,792.31	30,000.00	10,340.22	34.47%
Bank Charge	5221	14,141.00	6,822.34	10,000.00	3,578.38	35.78%
Clothing/Uniforms	5230	8,360.00	4,281.63	4,285.00	1,993.66	46.53%
Computer Software	5231	28,483.00	17,315.29	27,200.00	23,123.84	85.01%
Computer Hardware	5232	47,758.00	37,675.95	5,500.00	3,569.21	64.89%
Contractual Services	5235	20,000.00	3,863.55	20,000.00	11,740.60	58.70%
Contractual - Provider Services	5236	3,710,059.00	1,947,790.95	4,059,061.00	1,673,358.72	41.23%
Contract Under Utilization	5237	0.00	0.00	(250,000.00)	0.00	0.00%
Contract Services - Other	5240	106,591.00	51,473.69	163,438.00	103,055.85	63.06%
Director Compensation	5250	13,700.00	9,759.02	18,000.00	7,370.00	40.94%
EDC Department Agency	5260	4,268.00	4,268.20	4,300.00	4,252.73	98.90%
Educational Materials	5265	6,845.00	15,897.20	12,500.00	0.00	0.00%
Elections	5270	0.00	0.00	0.00	45.00	0.00%
Equipment-Minor/Small Tools	5275	9,500.00	5,418.41	9,340.00	3,990.41	42.72%
Fire & Safety Supplies	5285	4,803.00	2,339.26	3,913.04	3,009.62	76.91%
Fire Prevention & Inspection	5290	1,800.00	1,100.00	1,200.00	1,445.00	120.42%
Fire Turnout Gear	5295	31,000.00	20,468.01	31,000.00	5,961.44	19.23%
Fire- Volunteer/Resident	5296	29,200.00	7,560.00	14,200.00	10,960.00	77.18%
Food	5300	4,117.00	4,069.30	2,750.00	1,151.84	41.89%
Fuel	5305	71,028.00	44,696.39	38,200.00	26,296.28	68.84%
Government Fees/Permits	5310	29,934.00	15,161.48	25,382.00	17,853.63	70.34%
Household Supplies	5315	26,701.00	24,983.67	26,700.00	21,031.86	78.77%
Instructors	5316	52,090.00	44,022.16	1,000.00	39.00	3.90%
Insurance	5320	103,500.00	97,995.69	130,000.00	129,177.41	99.37%
Legal Services	5335	14,250.00	29,731.41	15,000.00	11,413.50	76.09%

Cameron Park Community Services District
Statement of Revenues and Expenditures - Unposted Transactions Included In Report
From 7/1/2020 Through 3/30/2021

01 - General Fund

		Final 2019-20	7/1/19-3/30/20	Final 2020-21	7/1/20-3/30/20	Current
		Budget	Actual	Budget	Actual	Period Exp to Date
Maint. - Vehicle Supplies	5340	4,000.00	26.58	1,700.00	1,085.04	63.83%
Maint. - Buildings	5345	50,495.00	20,822.80	27,900.00	31,021.58	111.19%
Maint. - Equipment	5350	46,668.00	39,449.18	42,225.00	26,430.23	62.59%
Maint. - Grounds	5355	86,488.00	34,878.98	50,026.00	32,351.44	64.67%
Maint. - Radio/Phones	5360	2,000.00	1,692.20	2,000.00	1,453.05	72.65%
Maint. - Tires & Tubes	5365	16,100.00	9,923.85	14,800.00	4,567.30	30.86%
Maint. - Vehicle	5370	21,000.00	16,735.33	33,750.00	28,510.07	84.47%
Medical Supplies	5375	766.00	116.28	700.00	0.00	0.00%
Memberships/Subscriptions	5380	9,445.00	10,334.62	10,160.00	9,655.32	95.03%
Mileage Reimbursement	5385	1,028.00	857.37	1,250.00	84.68	6.77%
Miscellaneous	5395	0.00	40.00	100.00	0.00	0.00%
Office Supplies/Expense	5400	10,848.00	12,291.85	10,200.00	5,439.39	53.33%
Pool Chemicals	5405	21,500.00	17,762.84	26,827.00	24,823.25	92.53%
Postage	5410	4,400.00	1,751.08	10,300.00	1,297.67	12.60%
Printing	5415	614.00	211.88	1,100.00	156.56	14.23%
Professional Services	5420	161,432.00	56,627.70	93,587.00	56,922.80	60.82%
Program Supplies	5421	25,242.00	15,280.55	2,579.00	37.47	1.45%
Publications & Legal Notices	5425	595.00	0.00	600.00	36.50	6.08%
Radios	5430	2,500.00	482.26	3,000.00	0.00	0.00%
Refund-Activity Pass	5431	1,500.00	0.00	0.00	0.00	0.00%
Rent/Lease - Bldgs, Fields, etc.	5435	30.00	7,060.00	0.00	490.15	0.00%
Rent/Lease - Equipment	5440	9,820.00	7,337.84	4,200.00	1,551.59	36.94%
Staff Development	5455	28,050.00	10,089.79	19,300.00	13,580.34	70.36%
Special Events	5465	4,238.00	4,650.35	500.00	399.00	79.80%
Summer Spectacular	5466	0.00	828.34	0.00	0.00	0.00%
Phones/internet	5470	44,589.00	30,295.28	41,600.00	29,394.54	70.66%
Utilities - Water	5490	42,500.00	25,074.84	38,500.00	29,808.35	77.42%
Utilities - Electric/Gas	5492	168,350.00	173,973.76	147,860.00	143,125.18	96.80%
Utilites - Water/Irrigation	5495	0.00	499.16	350.00	600.30	171.51%
Vandalism	5500	2,000.00	0.00	2,200.00	985.10	44.78%
Cal Fire In Kind Purchases	5501	13,500.00	12,167.10	12,400.00	5,745.19	46.33%
Capital Equipment Expense	5625	451,117.00	81,798.63	0.00	1,000.00	0.00%
Transfer Out	7000	0.00	65,310.50	9,020.00	9,080.00	100.67%
Total Expenditures		<u>7,004,011.00</u>	<u>4,203,486.95</u>	<u>6,307,943.04</u>	<u>3,569,518.50</u>	<u>56.59%</u>
Net Revenue Over Expenditures		<u>(182,491.00)</u>	<u>(397,722.86)</u>	<u>20,877.34</u>	<u>217,114.14</u>	<u>1,039.95%</u>

*Cameron Park
Community Services District*



Agenda Transmittal

DATE: April 21, 2021

FROM: Jill Ritzman, General Manger

AGENDA ITEM #10: FINAL DRAFT STRATEGIC PLAN

RECOMMENDED ACTION: REVIEW, DISCUSS, AND APPROVE

Staff is pleased to provide to the Board of Directors and community the final draft of the 2021-2026 Strategic Plan for the Cameron Park Community Services District. This Plan is representative of resident, stakeholder, Board of Directors and employee input, and reflects the values and vision of the District.

Our goal for the Board meeting is to receive additional input from the community and Board, and to edit the document as needed. Table 1 – Strategic Overview provides a list of tasks and timeline to achieve the Plan’s Strategic Focus Areas. Staff intends to work with the Board of Directors annually to review tasks, provide a status report, revise as needed, and add new tasks. This process will replace the Board’s annual Work Plan that has been developed for the past two years in January/February timeframe.

If the Board is ready, the 2021-2026 Strategic Plan can be approved.

Attachment

A – Draft Strategic Plan 2021-2026



Cameron Park Community Services District (DRAFT) Strategic Plan

2021 – 2026

Our Services

Fire Protection and Advanced Live Support Services
Community and Neighborhood Parks, Trails & Open Space
Cameron Park Community Center
Recreation Programs
Conditions, Covenants and Restrictions Compliance
Waste Collection and Recycling
Lighting and Landscape Districts

Board of Directors

Eric Aiston, President
Felicity Carlson, Vice President
Sidney Bazett, Director
Monique Scobey, Director
Ellie Wooten, Director

Staff Team

Jill Ritzman, General Manager
Mike Grassle, Park and Facilities Superintendent
Whitney Kahn, Recreation Supervisor
Jim Mog, CC&R Compliance Manager

Consultant

Brent H. Ives, BHI Management Consulting



Contributors

- ✓ CAL FIRE
- ✓ El Dorado Disposal
- ✓ Buckeye Union School District
- ✓ Commission on Aging
- ✓ Cameron Park Community Foundation
- ✓ District employees (all levels)
- ✓ Cameron Park Fire Safe Council
- ✓ Ponderosa Little League
- ✓ Individual Community Leaders and Residents
- ✓ Prospector Soccer
- ✓ Cameron Park-Shingle Springs Rotary
- ✓ Architecture Review Committee members
- ✓ CC&R Committee community members
- ✓ Cameron Park Library
- ✓ Sierra Sharks Swim Team
- ✓ AquaSol Swim Team
- ✓ Former Board Members
- ✓ Cameron Park-Shingle Springs Chamber of Commerce

An on-line community survey was conducted soliciting input from community members; a total of 228 people responded.

Table of Contents

A. Introduction

A.1 Plan Development, Maintenance and Management

B. Methodology

B.1 Planning Considerations

B.2 Definitions

C. Mission and Core Values

C.1 Mission

C.2 Core Values

D. Vision

- Be Financially Stable – ready for anything!
- Create a Firewise Community
- Enhance the Sense of Community
- Govern Effectively
- Provide the Right Set of Services to the Most People
- Take Steps for Environmental Sustainability
- Plan for Staff Succession

E. Strategic Focus Areas

E.1 Financially Stable

E.2 Firewise Community

E.3 Create Community

E.4 Good Governance

E.5 Exemplary Service Delivery

E.6 Environmental Sustainability

E.7 Staff Succession Plan

Table 1

Overview Strategy & Timeline

Supporting Documents

- Summary of Stakeholder Input; February 4, 2021
- Strategic Plan Community Survey Report, January 14, 2021 and February 18, 2021

DRAFT

A. Introduction

A Strategic Plan (Plan) is a top-level planning document for an organization to set clear direction over focused areas in support of its mission. The Cameron Park Community Service District has a strong planning culture that looks ahead for opportunities and mitigates risks allowing comprehensive planning for the future. Planning for the best possible future outcome is the intention of this 5-year Strategic Plan.

This Plan is a disciplined effort to outline fundamental decisions and direction that shapes what a District plans to accomplish by selecting a rational course of action. This Plan has incorporated an assessment of the present state of District operations; gathered perspectives from residents and community organizations; and includes the specific inputs and directions for setting goals from the Board of Directors. Time has been taken to establish a Vision for the District and the implementation that will be necessary to support that Vision. The Plan seeks to strengthen and build upon opportunities while addressing areas of concern with preparedness.

This update identifies actions, activities, initiatives and planning efforts that are currently active and needed for continued success in operations and management of the District, and provides for periodic reviews and updates.

A.1 Plan Development, Maintenance and Management

In late 2020, the District asked BHI to assist with a strategic planning effort. BHI met with senior employees and the Board President, integrated inputs from the community and important groups, and then conducted a series of public Board workshops in early 2021 on January 13, January 20 and February 24. Senior District staff members were specifically invited to attend the workshops as well. The following plan elements outline the workshop activities:

- ✓ Consider refresh the District Mission statement
- ✓ Review the state of the District in early 2021 and what that status may have on the future
- ✓ Discuss and endorse Board Values

- ✓ Complete Strategic Focus Areas and develop goals to support each for the 5-year planning term

After the workshops, the General Manager and senior staff worked with BHI to complete the list of goals organized by Strategic Focus Areas and establish a plan for implementation. This Plan was refined through the staff and Board process over the next weeks to reach final Board approval.

The Plan was developed during the COVID pandemic of 2020 and 2021, to provide a solid foundation for the District to successfully emerge from the pandemic. Annual review, update and maintenance will occur, to review the District's progress and refine the objectives and work tasks outlined in Section E and on Table 1. Reviews will be documented and followed up with either a plan supplement or an updated plan. A 5-year planning horizon should be maintained. This Plan serves this purpose for the Fiscal Year 2021-2022 timeframe and will be revisited prior to District budgeting process each year thereafter.

B. Methodology

B.1 Planning Considerations

The planning effort focused on a number of existing conditions as identified by the Board of Directors and staff:

- Place high value on the work of all District employees, recognizing that capable employees are the District's greatest assets.
- Collaborative clarity in fire safety with our partner agencies is imminent and critical.
- Long-term financial stability is critical for continuing operations into the future, recognizing and working within the limited available resources.
- The Board dynamics and performance has a great effect on the District's ability to properly serve the community and govern the District.
- There is a gap in proactive community culture activities in Cameron Park.
- Proactive preventative maintenance and healthy reserves are important to maintaining District assets.
- The challenge of deliberately adding back employees and programs as the region and community emerge from the COVID-19 pandemic conditions.
- We will consider District impacts on the environment with practical actions.

B.2 Definitions

Mission Statement: A declaration of an organization's purpose. Ideally, all activities, decisions regarding facilities and finances of the District are in alignment with the Mission Statement. A District's Mission rarely changes.

Core Values: These are the Board of Directors value terms which they are fiercely dedicated. They are anchored in their understanding and representation of the community values. Values are used by the Directors as decision filters for the myriad of decisions in the future.

Vision Statement: Vision outlines the high aspirations of the Board that will be achieved by the Plan. The Vision creates and drives strategy, tactics, actions and goals to achieve results within the five-year timeframe. The Vision Statement may be reviewed often may change as time goes by depending on leadership of the District.

Strategic Focus Areas: These are the broad, primary areas of District operations, programs, planning, and management that may to be addressed and supported by Strategic Goals to ensure optimum progress.

Strategic Goals: Strategic Goals outline specific actions over the five-years that achieve each Vision and particular Focus Area.

C. Mission Statement and Core Values

C.1 Mission (1/2021 draft)

Our Mission Statement defines why we exist as a public agency. It is the foundational statement for the District and all that we do connects in some way with this statement.

*Preserve our community's quality of life including
the health, safety and wellbeing of Cameron Park residents.*

C.2 Core Values (1/2021 draft)

Values are words that reflect the Board of Directors dedication. Board members use these as decision filters for each decision before them. These Values were endorsed at the 2021 Board planning workshop, presented below in no particular order.

We Value

*Stable and sustainable finances
Responsible stewardship of District assets
Creating community identity and pride
Environmental sustainability
Respectful and collaborative leadership
Serving the diverse makeup of our community
Constantly improving the District workplace
Engagement with community members, service organizations and our partners*

D. Vision (1/2021 draft)

This Vision outlines our focus and establishes focused strategic priorities for the next five years. The Vision statements are present in no particular order.

- **Be Financially Stable – ready for anything!**
 - Annual budgets are operationally balanced
 - Reserves are funded to sustain assets
 - Maximize revenue enhancement opportunities

- **Firewise Community**
 - Reduce the risk of wildfire through community involvement
 - Build community and citizen pride as results are achieved
 - Access to insurance discounts
 - Provide high quality fire protection and advanced life support services

- **Enhance the Sense of Community**
 - Community feedback and ideas are valued
 - Reach under-served areas of the community
 - Create a feeling of community through exemplary service delivery, effective communications, recreation programs, a robust park system and well-maintained community center

- **Govern Effectively**
 - Maintain Special District Leadership Foundation’s Certifications
 - Provide education opportunities for board members, appointed community members, residents and management staff regarding the value and role of special districts, services provided by the District, functions of the Board of Directors and good governance practices.

- **Provide the Right Set of Services to the Most People**

- Continue to assess community needs to ensure all services provided by the District are administered effectively
- Proactive management of parks and recreation facilities
- Active education and engagement to achieve residential compliance with Conditions, Covenants and Restrictions (CC&Rs)

- Take Steps for Environmental Sustainability
 - Impacts to the environment are considered when making decisions
 - Create opportunities for re-use and recycling
 - Meet new waste collection and recycling mandates

- Plan for Staff Succession
 - Professional development opportunities and advancement within organization provided for all employees

E. Strategic Focus Areas

Strategic Focus Areas represent the identified areas of strategic action over the next five years. The Focus Areas are derived from the Board of Directors' work regarding the District's Vision. Each Focus Area is intended to meet a specific objective within the next five years. That objective is supported with a strategy and an implementation plan that is proposed by District staff and endorsed by the Board of Directors. The Strategic Goals, along with action dates within the planning period, are also presented in tabular form in Table 1 below.

E.1 Financial Stability

Element Objective and Strategy: Our objective in the area of finance is to ensure the long-term fiscal health of the District. To do this, our strategy is to utilize best accounting practices and tools, conduct practical and realistic financial forecasting, seek optimal revenue sources, and acknowledge available financial resources to support the District vision and services.

E.1.a Develop and implement an annual budget that is operationally balanced and allocates appropriate funds to preserve and improve the District's assets.

E.1.b Annually update a 5 Year Budget Projection.

E.1.c Develop a Funding Plan for Capital Asset Reserves.

E.1.d Seek new revenue enhancement opportunities, such as expanded service fees and grants, for all District functions.

E.1.e Implement a Solar Energy project to save utility costs.

E.2 Firewise Community

Our objective is to create a Firewise Community and to provide a high level of fire protection and advanced life support services to the residents. Our strategy is to educate property owners, seek community involvement, and actively implement the District's Weed and Rubbish Abatement Ordinance to reduce fire fuels in the community.

E.2.a Complete the education and fuels reduction projects funded by the California Climate Investment Grant, which includes working with the El Dorado County Department of Transportation, to establish clearance along major roadways.

E.2.b Complete construction of a Fire Training Tower at Station 89. This training facility will enable firefighters to continue to provide safe and effective fire and emergency response to the community.

E.2.c Work on the expansion and improvement of Fire Station 88, for the wellbeing of fire station personnel.

E.2.d Begin the process to create a nationally recognized Firewise Community.

E.2.e Seek grants that will support fire protection and advanced life support services, and fuels reduction efforts.

E.2.f Continue to implement the District's Weed and Rubbish Abatement Ordinance to reduce the wildfire risk in the community.

E.3 Create Community

Our objective is to strengthen the sense of community for residents. Our strategy is to create a feeling of community through exemplary service delivery and programs that meet the changing needs of the community.

E.3.a Secure funding and implement priority projects outlined in the 2020 Park Improvement Plan and a park entry sign program.

E.3.b Enhance communications to community organizations and residents regarding the District's services, including print, in-person, website and social media; explore opportunities to more actively engage on Next Door platform.

E.3.c Seek community feedback and ideas for engagement activities , especially reaching out to under-served areas of the community and implement activities based on the feedback.

E.3.d Build strong relationships with service clubs and community organizations expanding the District's ability to provide programs and services.

E.4 Good Governance

Our objective is for the Board of Directors to govern the District effectively. Our strategy is to engage in continued special district education, adhere to District Board policies, and follow good governance practices.

E.4.a Maintain Special District Leadership Foundation's Transparency Certificate.

E.4.b Achieve and maintain Special District Leadership Foundation’s District of Distinction certificate.

E.4.c Provide training for board members, appointed community members and residents regarding the role of the Board, Standing and Ad Hoc Committees, Board officers, and committee work.

E.5 Exemplary Service Delivery

Our objective is to provide positively memorable experiences and establish strong relationships with residents. Our strategy is to continually assess and respond to the community needs for all services provided by the District.

E.5.a Seek feedback regarding service delivery for all District services, and look for process efficiencies with technology. Use feedback and technology to continuously improve service delivery.

E.5.b The CC&R office will update processes and services of the department keep with industry standards, and focus on education and engagement with residents to achieve residential compliance.

E.5.c Provide information to residents about the services their property taxes and fees support.

E.6 Environmental Sustainability

Our objective is to contribute to the overall environmental health of our community. Our strategy is to consider environmental impacts when making decisions regarding the District’s services and operations.

E.6.a Approve a policy to guide the Board in making environmentally sustainable decisions.

E.6.b Educate residents about benefits and opportunities for re-use and recycling.

E.6.c Implement effectively new waste collection and recycling mandates.

E.7 Staff Succession Plan

Our objective is to have a professional, stable workforce. Our strategy is to provide professional development and promotional opportunities.

E.7.a Provide professional development opportunities for all employees.

E.7.a Review and initiate appropriate changes in the staff organizational chart to provide advancement within organization.

Table 1 – Strategy Overview

Strategic Focus Area	Strategic Goal	Timeframe
E.1 Financial Stability	a. Balanced Annual Budget	August 2021 and thereafter
	b. 5 Year Budget Projection	Update Dec 2021/Jan 2022
	c. Funding Plan for Capital Assets	August 2021
	d. Explore Revenue Enhancements, including First Responder Fee evaluation	November 2021
	e. Solar Project Implemented	August 2021
	f. Pursue Annexation of Properties within Sphere of Influence (all services)	Fall 2021/Early 2022
	g. Pursue Annexation of Properties within Sphere of Influence (limited srvc)	2023
E.2 Firewise Community	a. Implement CA Climate Investment Grant	Completion April 2022
	b. Fire Training Tower	June 2021
	c. Expansion Fire Station 88	2022
	d. Create Firewise Community	2022
	e. Seek grants operations & fuel reduction	Continuous
	f. Implement Weed Abatement ORd	Continuous
E.3 Create Community	a. Park Improvement Plan and park entry signs	Splash & Spray playground construction tentative early 2022
	b. Enhance Communications	Summer/Fall 2021, continuing
	c. Community Feedback	Continuously seeking feedback
	d. Partnerships with Service Community Organizations	Continuously seeking partnerships
E.4 Good Governance	a. Transparency Certificate	Spring 2022 renewal
	b. District of Distinction	Early 2022
	c. Governance Training	Resume community workshops 2022
E.5 Exemplary Service Delivery	a. Seek Improvement with Feedback and Technology	Continuously
	b. Education about CC&Rs.	Continuously
	c. CC&R and Architectural Review Committee's hand-book	Continuously
	d. Consolidation of CC&R	White Paper Summer 2021
E.7 Environmental Sustainability	a. Approve a policy to guide the Board with environmentally sustainable decisions.	Summer 2021
	b. Educate about Recycling, Re-use	Continuously
	c. Waste Collection, Recycling Mandates	SB1383 2022 Implementation
E.8 Staff Succession Plan	a. Professional Development	Late 2021 and 2022



Agenda Transmittal

DATE: April 21, 2021

FROM: Jill Ritzman, General Manager

AGENDA ITEM #11: LOCAL AREA FORMATION COMMISSION ELECTION BALLOT

RECOMMENDED ACTION: SELECT AND APPROVE

On March 17, 2020, the Board of Directors approved Director Monique Scobey's nomination for a regular LAFCO seat.

This evening, the Board of Directors will rank the candidates using the Election Ballot. Whomever receives the highest number of votes will serve as the Regular Member for a new four-year term. The second top vote getter will serve as a Regular Member of a two-year term.

Staff asks for Board members to review each candidate's Statement of Qualifications and be prepared to discuss and rank the candidates.

Attachments:

- A – Special District Election Memo
- B – Instant Runoff Election Process Explained
- C – Special District Election Ballot
- D - Bob Chigazola Statement of Qualifications
- E – Tim Palmer Statement of Qualifications
- F – Michael Saunders Statement of Qualifications
- G – Monique Scobey Statement of Qualifications
- H – Brian Veerkamp Statement of Qualifications
- I – Tim White Statement of Qualifications



LOCAL AGENCY FORMATION COMMISSION
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M E M O

DATE: April 5, 2021

TO: Special District Selection Committee

FROM: José C. Henríquez, Executive Officer 

SUBJECT: **Instant Runoff Election of Regular Special District Representatives to El Dorado LAFCO**

Election of Special District Representatives to LAFCO

Thank you for submitting nominations for the Special District Representatives election.

At the time a minimum number of ballots are received to establish a quorum, in order to be selected as a LAFCO Representative, a nominee must receive more than fifty-percent (50%) of the submitted votes. If none of the candidates receive the necessary majority of votes, LAFCO will conduct an “instant runoff election” in the interest of avoiding the additional costs of a runoff election. An informational explanation describing this election process is included for your convenience.

Also enclosed with this memo you will find a ballot and a copy of each candidate’s Statement of Qualifications received as of the date of this memo.

Please note that there are two regular (voting) seats that are up for election. Whomever receives the highest number of votes in this election will serve as the regular member for a new four-year term. The second top vote getter will serve as a regular member of a two-year term. Should Michael Saunders, who currently serves as the current special district alternate, be elected to one of the two regular seats, then the third highest vote getter becomes the new alternate special district member to LAFCO for a two-year term.

Please take the opportunity to fill out the ballot, ranking each nominee in the order of preference using “1” for your first preference, “2” for second, and so on. It is okay to vote for only one person; however, ranking additional candidates *will not* help defeat your first-choice candidate. Please do not mark the same number beside more than one candidate and do not skip numbers.

S:\Elections\2021 Special District Election\2021 SDE Ballots\2021 Special District Election Memo.docx

COMMISSIONERS

Public Member: Michael Powell • Alternate Public Member: Holly Morrison
 City Members: Cody Bass, Jackie Neau • Alternate City Member: Patricia “Patty” Borelli
 County Members: John Hidahl, Wendy Thomas • Alternate County Member: George Turnbo
 Special District Members: Tim Palmer, Vacant • Alternate Special District Member: Michael Saunders

STAFF

José C. Henríquez, Executive Officer • Erica Sanchez, Assistant Executive Officer
 Malathy Subramanian, Commission Counsel

The nominees, in alphabetical order, are:

- 1) Robert “Bob” Chigazola
- 2) Tim Palmer
- 3) Michael Saunders
- 4) Monique Scobey
- 5) Brian Veerkamp
- 6) Tim White

Election Deadline

The voting period will be 86 days from April 5, 2021; all votes are due in writing on or before **5:00 pm** on **June 30, 2021**. Voting will cease on this date or whenever a quorum of special districts is reached, whichever occurs later. Please do not forget to have the presiding officer (Board President or Chair) of the board meeting in which you made your selection sign the returned ballot.

Signature on Returned Ballot

If the presiding officer is unable to vote, the legislative body of the district may designate another board member to cast the ballot in place of the presiding officer. Board members designated by their district board to vote in place of the presiding officer should provide that authorization (in the form of a resolution or minute order) to LAFCO no later than the time the ballot is cast. District managers or other staff members **may not** substitute their signature for the presiding officer’s signature.

Additionally, if the presiding officer has changed since the last Special District Representative Election, please provide supporting documentation to LAFCO about the change so that LAFCO staff can update its records.

If any of these requirements are not met, the ballot will be considered invalid.

Thank you for your time and please feel free to contact me or any member of my staff at (530) 295-2707, if you have any questions.



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INSTANT RUNOFF ELECTION PROCESS

Introduction

The following procedure implements the instant runoff voting method for determining the winner in a fictional “Central Division Director” election. A process, similar to the one explained below, will be utilized in determining the LAFCO Special District representative(s).

Ballot Specifications and Directions to Voters

A voting ballot shall allow a voter to rank candidates for the Central Division Director in order of choice. All candidates are listed on the ballot with one additional slot for a write-in candidate. The voter may include no more than one write-in candidate among his/her ranked choices. Directions provided to voters shall conform substantially to the following specifications:

Vote for candidates by indicating your first-choice candidate, your second-choice candidate and so on. Indicate your first choice by marking the number "1" beside a candidate's name, your second choice by marking the number "2" by that candidate's name, your third choice by marking the number "3," and so on, for as many choices as you wish. You are free to rank only one candidate, but ranking additional candidates cannot help defeat your first-choice candidate. Do not mark the same number beside more than one candidate. Do not skip numbers.

Ballot Counting

The ballots cast shall be tabulated and the result declared by the Central Division Election Coordinator after review by the Central Division Election Review Committee using the following procedure:

- The first choice marked on each ballot shall be counted. If any candidate receives a majority of the first choices, that candidate shall be declared elected.
- If no candidate receives a majority of first choices, the candidate who received the fewest first choices shall be eliminated and each vote cast for that candidate shall be transferred to the next-ranked candidate on that voter's ballot. If, after this transfer of votes, any candidate has a majority of the votes from the continuing ballots, that candidate shall be declared elected.
- If no candidate receives a majority of votes from the continuing ballots after a candidate has been eliminated and his/her votes have been transferred to the next-ranked candidate, the continuing candidate with the fewest votes from the

S:\Elections\2021 Special District Election\2021 SDE Ballots\2021 Instant Runoff Election Process Explained.docx

COMMISSIONERS

Public Member: Michael Powell • Alternate Public Member: Holly Morrison
 City Members: Cody Bass, Jackie Neau • Alternate City Member: Patricia "Patty" Borelli
 County Members: John Hidahl, Wendy Thomas • Alternate County Member: George Turnboo
 Special District Members: Tim Palmer, Vacant • Alternate Special District Member: Michael Saunders

STAFF

José C. Henriquez, Executive Officer • Erica Sanchez, Assistant Executive Officer
 Malathy Subramanian, Commission Counsel

Instant Runoff Process Explanation
Election of Special District Representatives to LAFCO
April 5, 2021
Page 2 of 2

continuing ballots shall be eliminated. All votes cast for that candidate shall be transferred to the next-ranked continuing candidate on each voter's ballot. This process of eliminating candidates and transferring their votes to the next-ranked continuing candidates shall be repeated until a candidate receives a majority of the votes from the continuing ballots. This candidate shall be declared elected.

Example:

Three candidates: Smith, Jones and Marks

60 voting cards are submitted:

- Smith is ranked 1 by 25 voters
- Jones is ranked 1 by 20 voters
- Marks is ranked 1 by 15 voters

In the first round no one receives a majority, 31 votes

Thus, Marks is eliminated and those cards that had Marks ranked 1 is reviewed for their second choice.

- Smith is ranked 2 on 10 of the of the 15 cards
- Jones is ranked 2 on 3 of the 15 cards.

Thus, Smith wins with 35 votes and Jones is second with 23 votes.

Note: Only 13 votes were counted in round two because two of the Marks cards only had first choices.



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ELECTION BALLOT

Cameron Park CSD

Special District Representative to LAFCO Regular Seats

**The election ends on JUNE 30, 2021 at 5:00 p.m. or until a quorum of
Special District ballots is received, whichever occurs later.**

Rank the nominees in preferential order, "1" being the first preference, "2" being the second, and so on.

Name, District	Ranking
Robert "Bob" Chigazola, Grizzly Flats Community Services District	1 2 3 4 5
Tim Palmer, Georgetown Divide Resource Conservation District	1 2 3 4 5
Michael Saunders, Georgetown Divide Public Utility District	1 2 3 4 5
Monique Scobey, Cameron Park Community Services District	1 2 3 4 5
Brian K. Veerkamp, El Dorado Irrigation District	1 2 3 4 5
Tim White, El Dorado Hills County Water District (EDH Fire)	1 2 3 4 5
District has decided not to vote in this election (please circle →)	NO VOTE

SIGNATURE OF PRESIDING OFFICER (Original Signature Required):

Note: Presiding Officer is the Chair/President. Any other signature invalidates this ballot.

PRINTED NAME OF PRESIDING OFFICER (Required):

Email to: lafco@edlafco.us

OR

**Mail to: El Dorado LAFCO
550 Main Street, Suite E
Placerville, CA 95667**

AGENDA ATTACHED (Optional): Yes _____ No _____

IMPORTANT

Please return this ballot with or without a vote.

If you choose not to vote, the presiding officer's signature is still required.

S:\Elections\2021 Special District Election\2021 SDE Ballots\2021 Special District Election Ballot.docx

COMMISSIONERS

Public Member: Michael Powell • Alternate Public Member: Holly Morrison

City Members: Cody Bass, Jackie Neau • Alternate City Member: Patricia "Patty" Borelli

County Members: John Hidahl, Wendy Thomas • Alternate County Member: George Turnbo

Special District Members: Tim Palmer, Vacant • Alternate Special District Member: Michael Saunders

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SPECIAL DISTRICT NOMINATION

Special District Representative to LAFCO

Position	Nominee's Name	Originating District
Director	Robert Chigazola	Grizzly Flats Community Services District

SIGNATURE OF PRESIDING OFFICER: Sherry McKillop
(Original Signature Required)

Note: Presiding Officer is the Chair/President. Any other signature invalidates this ballot, unless accompanied by Meeting Minutes designating an alternate.

PRINTED NAME OF PRESIDING OFFICER: Sherry McKillop
(Required)

NAME OF NOMINATING DISTRICT: Grizzly Flats Community Services District

MINUTES ATTACHED (Optional): Yes No

Nominations must be received by LAFCO before
5:00 p.m. on February 15, 2021

Return to:

LAFCO
550 Main Street, Suite E
Placerville, CA 95667

C:\Users\Kim\Downloads\2021 May SDE Nomination Ballot.docx

COMMISSIONERS

Public Member: Michael Powell • Alternate Public Member: Holly Morrison
City Members: Cody Bass, Michael Saragosa • Alternate City Member: Kara Taylor
County Members: John Hidahl, Wendy Thomas • Alternate County Member: George Turnboo
Special District Members: Tim Palmer, Vacant • Alternate Special District Member: Michael Saunders

STAFF

José C. Henríquez, Executive Officer • Erica Sanchez, Assistant Executive Officer
Malathy Subramanian, Commission Counsel

Grizzly Flats Community Services District

4765 Sciaroni Road / P.O. Box 250

Grizzly Flats, CA 95636

Ph: 530/622-9626 Fax: 530/622-4806

www.grizzlyflatscsd.com



Statement of Qualifications for LAFCO Special District Representative

Bob Chigazola, Director

Grizzly Flats Community Services District

I have lived in El Dorado County for 15 years now; five in Grizzly Flat and 10 in Somerset. I have worked in marketing my entire career. During this time, I have worked on and with budgets in the private sector and governmental agencies. My wife works for El Dorado Community Health and we enjoy living here. It is my great pleasure to give back to and be a part of the community.



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SPECIAL DISTRICT NOMINATION

Special District Representative to LAFCO

Position	Nominee's Name	Originating District
President	Tim Palmer	Georgetown Divide RCD

SIGNATURE OF PRESIDING OFFICER:  DocuSigned by: 5564259C829C442...
(Original Signature Required)

Note: *Presiding Officer is the Chair/President. Any other signature invalidates this ballot, unless accompanied by Meeting Minutes designating an alternate.*

PRINTED NAME OF PRESIDING OFFICER: David Delongchamp
(Required)

NAME OF NOMINATING DISTRICT: Georgetown Divide Resource Conservation District

MINUTES ATTACHED (Optional): Yes No

Nominations must be received by LAFCO before

5:00 p.m. on February 15, 2021

Return to:

LAFCO
550 Main Street, Suite E
Placerville, CA 95667

Tim Palmer

Board of Directors,
Georgetown Resource Conservation District
Statement of Qualifications

Tim Palmer is the President of the Georgetown Resource Conservation District Board and the Chair of LAFCO. He retired from teaching this last year. He has spent time as a volunteer fireman as well as a board member for the Auburn Lake Trails Association. He has served on the Cool Charity Board for many years helping local youth. He earned a masters degree in political science, not because he is political, but because it would allow him an understanding of how to do a better job with the running of our communities in a state and national context. The needs of each of our special districts are varied and our desires for our differing communities are great. He believes we all give our time and energies in places we feel we can be effective toward positive changes. All of us who serve the communities where we live are a part of making things better. Our lives are richer when we give to others. He cares a great deal about how our county is run and the interaction of all of our special districts and their work in making our county a safe and wonderful place to live. We all know that the time we spend to help our communities is important. All that we do helps to reinforce the goodwill of friends, families and neighbors.



**El Dorado & Georgetown Divide Resource Conservation Districts
District Special Meeting**

January 12, 2021

7:00 p.m.

MINUTES

Please join my meeting from your computer, tablet or smartphone.

<https://global.gotomeeting.com/join/962662669>

You can also dial in using your phone.

United States: [+1 \(786\) 535-3211](tel:+17865353211)

Access Code: 962-662-669

CALL TO ORDER

Georgetown Divide RCD Board President T. Palmer called the Meeting to order at 7:07 P.M. with the following directors and staff in attendance: Directors – T. Palmer, B. Bennett, R. Griffiths, A. Smallwood and D. Delongchamp. Staff – B. Fuller (NRCS) and M. Egbert who served as recorder.

El Dorado County RCD Board President C. Mitchell called the Meeting to order at 7:17 P.M. with the following directors and staff in attendance: Directors – C. Mitchell, C. Flores and J. James. Staff: B. Fuller (NRCS) and M. Egbert who served as recorder.

OATH OF OFFICE:

GD: It was approved under unanimous consent to authorize Board Member D. Delongchamp to administer the Oath of Office to Director R. Griffiths. **Motion Carried.**

Yes: 5 – T. Palmer, B. Bennett, D. Delongchamp, A. Smallwood, R. Griffiths.
Noes: 0.
Abstain: 0.
Absent: 0.

ED: Secretary C. Flores to administer the Oath of Office to Director J. James. **Motion Carried.**

Yes: 3 – C. Mitchell, C. Flores, J. James.
Noes: 0.
Abstain: 0.
Absent: 2 – D. Pierce, F. Schurr.

ADOPTION OF AGENDA

GDRCD: It was moved by A. Smallwood and seconded by D. Delongchamp to adopt agenda. **Motion Carried.**

Yes: 5 – T. Palmer, B. Bennett, D. Delongchamp, A. Smallwood, R. Griffiths.
 Noes: 0.
 Abstain: 0.
 Absent: 0.

EDRCD: It was moved by C. Flores and seconded by J. James to adopt agenda. **Motion Carried.**

Yes: 3 – C. Mitchell, C. Flores, J. James.
 Noes: 0.
 Abstain: 0.
 Absent: 2 – D. Pierce, F. Schurr.

APPROVAL OF MEETING MINUTES:

ED: El Dorado Resource Conservation District Meeting Minutes of December 1, 2020. It was moved by C. Flores and seconded by J. James to adopt meeting minutes. **Motion Carried.**

Yes: 3 – C. Mitchell, C. Flores, J. James.
 Noes: 0.
 Abstain: 0.
 Absent: 2 – D. Pierce, F. Schurr.

GD: Georgetown Divide Resource Conservation District Meeting Minutes of December 21, 2020. It was moved by R. Griffiths and seconded by A. Smallwood to adopt meeting minutes. **Motion Carried.**

Yes: 5 – T. Palmer, B. Bennett, D. Delongchamp, A. Smallwood, R. Griffiths.
 Noes: 0.
 Abstain: 0.
 Absent: 0.

AUDIENCE QUESTIONS & STATEMENTS:

- 1) B. Fuller (NRCS) provided an update on NRCS programs and the status of the District Conservationist position since the retirement of D. Marquis.

CONSENT CALENDAR (START)

GD: 1) Kelsey Fuels Reduction Project 19SFA143981 - Request for Proposals. Board to authorize Request for Proposals.

ED: 1) FA50 PHB – Copperton Unit - Request for Proposals. Board to authorize Request for Proposals.

2) FA50 PHB – USFS Camino-Pollock Pines Unit - Request for Proposals.

Board to authorize Request for Proposals.

CONSENT CALENDAR (END)

ED: It was moved by C. Flores and seconded by J. James to adopt items presented on the consent calendar. **Motion Carried.**

Yes: 3 – C. Mitchell, C. Flores, J. James.

Noes: 0.

Abstain: 0.

Absent: 2 – D. Pierce, F. Schurr.

GD: Georgetown Divide Resource Conservation District Meeting Minutes of December 21, 2020. It was moved by B. Bennett and seconded by R. Griffiths to adopt items presented on the consent calendar. **Motion Carried.**

Yes: 5 – T. Palmer, B. Bennett, D. Delongchamp, A. Smallwood, R. Griffiths.

Noes: 0.

Abstain: 0.

Absent: 0.

JOINT NEW BUSINESS:

- 1) Election of Special District Representative to El Dorado LAFCO Nominations for Special District Commissioner.** Board to nominate representative to El Dorado LAFCO.

GD: It was moved by D. Delongchamp and seconded by R. Griffiths to nominate T. Palmer as representative to El Dorado LAFCO. **Motion Carried.**

Yes: 5 – T. Palmer, B. Bennett, D. Delongchamp, A. Smallwood, R. Griffiths.

Noes: 0.

Abstain: 0.

Absent: 0.

ED: No Action Taken.

- 2) Professional Services Agreement for Internal Controls and Procedures to Enhance the Districts Accounting and Bookkeeping Systems.** Joint discussion and possible action regarding Professional Services Agreement for Internal Controls and Procedures to enhance the Districts accounting and Bookkeeping Systems.

GD: It was approved under unanimous consent to have the El Dorado RCD Board Member J. James bring back a proposal outlining the financial management needs to be considered for possible action.

Yes: 5 – T. Palmer, B. Bennett, D. Delongchamp, A. Smallwood, R. Griffiths.

Noes: 0.

Abstain: 0.

Absent: 0.

ED: It was approved under unanimous consent to evaluate the boards prior actions to accept the proposal from Farnsworth Accounting to provide financial consulting proposal to ensure the district has complied with its procedures for accepting the proposal complied with district procurement policies and further to have the El Dorado RCD Board Member J. James bring back a proposal outlining the financial management needs to be considered for possible action.

Yes: 3 – C. Mitchell, C. Flores, J. James.

Noes: 0.

Abstain: 0.

Absent: 2 – D. Pierce, F. Schurr.

FINANCIAL STATEMENTS AND BILLS: Board to adopt financial statement and authorize payment of claim vouchers.

GD: It was moved by A. Smallwood and seconded by R. Griffiths to accept financial statements. **Motion Carried.**

Yes: 5 – T. Palmer, B. Bennett, D. Delongchamp, A. Smallwood, R. Griffiths.

Noes: 0.

Abstain: 0.

Absent: 0.

GD: It was moved by R. Griffiths and seconded by D. Delongchamp to authorize payment of claim vouchers (Jim Davies: \$1,400.00). **Motion Carried.**

Yes: 5 – T. Palmer, B. Bennett, D. Delongchamp, A. Smallwood, R. Griffiths.

Noes: 0.

Abstain: 0.

Absent: 0.

ED: It was moved by J. James and seconded by C. Flores to accept financial statements and authorize payment of claim vouchers (USBank: \$599.93, USBank: \$180.35, Sequoia Ecological: \$38,178.28, Advanced Forestry Services: \$9,156.75, ed Struffenegger: \$687.50, Richard Harris: \$4,632.50, Richard Harris: \$1,657.50, Richard Harris: \$1,700.00, Brittney Burke: \$97.06, Jason Landers: \$56.52, Red Mtn. Ent.: \$171,903.13, Jim Davies: \$3,450.00, Jim Davies: \$3,705.00, Jim Davies: \$2,340.00, Jim Davies: \$427.50). **Motion Carried.**

Yes: 3 – C. Mitchell, C. Flores, J. James.

Noes: 0.

Abstain: 0.

Absent: 2 – D. Pierce, F. Schurr.

CORRESPONDENCE: None.

DIRECTORS COMMENTS

ADJOURN: 8:27 PM

NOTICE AMERICANS WITH DISABILITIES ACT


Individuals who, because of a disability, need special assistance to attend or participate in a Board of Directors Meeting, any committee of this District or in conjunction with any other District services or business may request assistance by calling in advance the District Office at 530-295-0120. Requests should be made as soon as possible and at least one business day prior to the meeting or event.



SPECIAL DISTRICT NOMINATION

Special District Representative to LAFCO

Position	Nominee's Name	Originating District
Special District Commissioner	Michael Saunders, MD	Georgetown Divide Public Utility District

SIGNATURE OF PRESIDING OFFICER: 
 (Original Signature Required)

Note: Presiding Officer is the Chair/President. Any other signature invalidates this ballot, unless accompanied by Meeting Minutes designating an alternate.

PRINTED NAME OF PRESIDING OFFICER: Michael Saunders
 (Required)

NAME OF NOMINATING DISTRICT: Georgetown Divide Public Utility District

MINUTES ATTACHED (Optional): Yes No

**Nominations must be received by LAFCO before
 5:00 p.m. on February 15, 2021**

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 550 Main Street, Suite E
 Placerville, CA 95667**

My educational background includes a Bachelor of Science from Cornell University and a Doctor of Medicine from Howard University. I am the President of the Board of Directors for the Georgetown Divide Public Utility District (GDPUD) and currently am the Alternate member for Special Districts on El Dorado LAFCO.

My experience in governance and working on commissions also includes being Chair of various County Organizational groups, State committees, and being a member and active participant in State workgroups tasked with providing a framework, guidelines, and recommendations for the legislative changes to enact the Water Conservation Bill Statewide beginning in 2022. I continue to be an advocate for our Rural and Mountain Counties to the State. I bring my skills in the interaction needed between governance, local agencies, and the public.

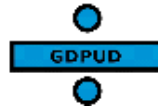
One of the most important functions of LAFCO is to evaluate the provision of services within the County, recommend actions, and promote the efficient provision of those services. This is done through the municipal service reviews. Being able to provide these studies for our Special Districts, services, and Cities has required managing our LAFCO's budget. I was on the Ad hoc Budget Committee for LAFCO to help work on the budget to allow El Dorado LAFCO to continue to operate and provide the MSRs within the timeframe the Commission has recommended. My other experiences in working with budgets includes being the Clinical Dietitian - Dietary Program Director for an Adult Day Care Program, Finance committee member (GDPUD), Treasurer of the Board (GDPUD), and my work on several executive committees.

I bring my commitment to continue to work with various Special Districts and their representatives to make sure they have a voice in the LAFCO processes, to touch base and communicate with any concerns. I will continue to be a resource to our Special District members, the community, and the public if chosen to be a Special District Commissioner.

Thank you,

Michael Saunders, MD
President, Board of Directors
Georgetown Divide Public Utility District

Alternate Commissioner, Special District Member
El Dorado LAFCO



MINUTES

REGULAR MEETING

**GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT BOARD OF DIRECTORS
6425 MAIN STREET, GEORGETOWN, CALIFORNIA 95634**

JANUARY 12, 2021 2PM

Michael Saunders, President
Cynthia Garcia, Vice President
Mike Thornbrough, Treasurer
Mitch MacDonald, Director

MISSION STATEMENT

It is the purpose of the Georgetown Divide Public Utility District to:

- Provide reliable water supplies
 - Ensure high quality drinking water
 - Promote stewardship to protect community resources, public health, and quality of life
 - Provide excellent and responsive customer services through dedicated and valued staff
 - Ensure fiscal responsibility and accountability are observed by balancing immediate and long-term needs.
-

Out of respect for the meeting and others in attendance, please turn off all cell phones or put in the silent mode.

Pursuant to the Government Code Section 54954.3 (The Brown Act), members of the public shall be afforded the opportunity to speak on any agenda item, provided they are first recognized by the presiding officer. The Board President will call for public comment on each agenda item. Those wishing to address the Board on a matter that is not on the agenda and within the jurisdictional authority of the District may do so during the Public Forum portion of the agenda. Please be aware of the following procedures for speaking during Public Forum or public comment sessions:

1. When called on to speak by the Board President, please approach and speak from the podium.
2. Comments are to be directed only to the Board.
3. The Board will not entertain outbursts from the audience.
4. There is a three-minute time limit per speaker.
5. The Board is not permitted to take action on items addressed under Public Forum.
6. Disruptive conduct shall not be permitted.

7. Persistence in disruptive conduct shall be grounds for removal of that person's privilege of address.

The Board President is responsible for maintaining an orderly meeting.

Director Saunders called the Regular Meeting to order at 1400hrs. Director Thornbrough led the Pledge of Allegiance.

1) CALL TO ORDER, AND ROLL CALL

PRESENT: DIRECTORS MACDONALD, THORNBROUGH, GARCIA, SAUNDERS

ABSENT:

OTHERS Barbara Brenner, Legal Counsel,

PRESENT: Jeff Nelson, Interim GM

2) ADOPTION OF AGENDA

Director Thornbrough motioned to approve 2) ADOPTION OF AGENDA. Director MacDonald seconded the motion.

Roll Call vote was taken:

Aye: MACDONALD, THORNBROUGH, GARCIA, SAUNDERS

Nay: None

The motion CARRIED

3) FILLING BOARD VACANCY - SUSPENDED

A. Interviews for Director Vacancy

B. Appointment of New Director

C. Oath of Office for Assigned Board of Director, Administered by Legal Counsel

4) PUBLIC FORUM (ONLY ITEMS THAT ARE NOT ON THE AGENDA)

None was offered.

5) PROCLAMATIONS AND PRESENTATIONS

Jeff Nelson read a resolution presented to Dave Souza for his service to the District.

6) CONSENT CALENDAR

Director Saunders pulled 6A1, Regular Meeting minutes for December 8, for discussion. Director Thornbrough pulled 6B1, Month-End Cash Disbursement Report, and 6C, Fourth Quarter Budget and First Quarter Budget Comparison.

A. Approval of Minutes

Director Saunders submitted a change to the minutes.

Director MacDonald motioned to accept 2) agenda item 6A1 from the Consent Calendar. Director Garcia seconded the motion.

Roll Call vote was taken:

Aye: MACDONALD, THORNBROUGH, GARCIA SAUNDERS

Nay: None

The motion CARRIED

Director Saunders requested to have all the consent items available to the Directors by the following day.

Public Comment:

Cherie Carlyon via Stephen Dowd asked for the actual budget, not the projected budget.

B. Financial Reports

1. Month-End Cash Disbursement Report – This item was deferred to return at the Special Meeting scheduled for January 28, 2021.

C. Fourth Quarter Budget and First Quarter Budget Comparison - This item was deferred to return at the Special Meeting scheduled for January 28, 2021

D. Authorizing Change of Bank Signatory Authority – This item was suspended.

7) INFORMATIONAL ITEMS

A. Board Reports

Director Saunders mentioned the Board vacancy. He said the application period was extended through February 6th, and qualified applicants would be notified by February 7th, if the Board wished to interview them during the February 9, Regular Board meeting. Director Saunders spoke about hosting a town hall meeting or workshop for water conservation, and thanked Director Wadle for all his work on the Board, as well as working at CSDA.

Public Comment:

Stephen Dowd asked what the definition of a qualified applicant for the Director position meant. Director Saunders said a qualified applicant needed to be a qualified voter within the District.

B. General Manager's Report

Jeff said the District obtained the updated water operating permit from the Division of Drinking Water which includes the operation of the ALT treatment plant. The first set of water bills were generated by the Tyler system. Jeff said a newsletter was included with the bills. Irrigation applications were sent out last week and staff is in the process of allocating or granting irrigation to various customers. The transparency portion of the Tyler financial management system (Socrata) is scheduled to go live in the Spring. Christina mentioned that there was an issue with the online billing, but it had been resolved. She said the payment portal side of the accounting system has some issues. She said there is still not an ability to pay-online. The customer should be able to go in and set up a new account. She said they are currently loading the capital assets into Tyler, then in AR, then Socrata.

Director Saunders asked when the Director portal will be up and running. Christina said she needs to set the Directors up with log-in information.

Director Garcia asked about the permit and if it would be posted online. Jeff said he would have to check to see if there was any confidential information in the permit, and asked Darrell if the District typically posted the permit. Jeff said he would look into what portion of the permit could be posted online.

Director Garcia asked if meters were read this time. Jeff said no, meters were not physically read, with a few exceptions. He said Adam did a statistical analysis to reflect the November – December billing period, and he used last years' information. He said some meters were read, but not all. Adam said yes, that is correct. Jeff said canal maintenance and ditch lining was continuing. Jeff said COVID is still a problem, and the District is continuing to have staggered work schedules for those in the office. Director Saunders thanked the office for getting the CDS information out in the newsletter.

C. Operation Manager's Report

Darrell said for the first time since 2004, the District is complying. He did the 2020 Compliance inspection with the State. Darrell read the system appraisal. Darrell said three surplus trucks were sold. Darrell said there are three dates for ditch lining. Darrell said the rain gutters will be replaced tomorrow. Darrell said

there was a question about where tires are purchased. He said tires are purchased by Tire Hub, and then put on by All Cycle to mount and balance the tires. He said the level at Stumpy is 13793.

D. Water Resources Report

Adam said he would create a water projection report for the next meeting. He said he is still working on the Urban Water Management Plan, including the water forecast for the next 20 years.

Director Saunders said he would coordinate with Adam about the Grant Writing Committee. Director Saunders also said he would like to inform the customers about any further ditch lining projects before the work is done.

8) COMMITTEES:

- A. Ad Hoc Grant Writing Committee** – Director Saunders said the committee did not meet this month.

9) NEW BUSINESS

A. LSL Presentation – GDPUD Audit, presented by Marian Rodriguez

All the Directors had various questions related to a Fund transfer equating to \$800K and identified several discrepancies throughout the report. Director Saunders asked Christina to review the information and plan to report her findings at the January 28, 2021 special meeting.

Director Saunders asked Kristen West of LSL if there is a recommendation to deal with past employees' obligation for benefits. He asked if it would be appropriate to set up a trust. Kristen West said a long-term financial plan is always recommended. He said the District needs to investigate investments to reduce liability.

He asked Kristen when the State releases the increase projection for the discount rate on their investments. She said the information is on the CalPERS website for post-employment.

B. Consideration of a Rate Freeze

Director Saunders recommended a suspension of this item until the January 28, 2021 Special Meeting.

Public Comment:

Cherie Carlyon via Stephen Dowd said she is requesting a detailed report for the 4th Quarter Budget. She said what was provided in the Board packet was an

adopted budget, not the actual budget. Director Saunders asked Ms. Carlyon to submit a written request for information.

Stephen Dowd said he wanted the Board to consider a rate freeze without delay.

Director Garcia motioned to suspend agenda item 9B, until additional materials are supplied by staff at the January 28, Special Meeting 2) Director Thornbrough seconded the motion.

Roll Call vote was taken:

Aye: MACDONALD, THORNBROUGH, GARCIA, SAUNDERS

Nay: None

The motion CARRIED.

C. Discussion of Charter for a Finance Committee, and Consideration of additional committees:

Jeff said included in the packet was the charter from last year, with Director Garcia's edits. Director Thornbrough said the finance committee was never actually disbanded and asked why the Board could not reinstate the policy with changes.

Director Thornbrough motioned to form an ad hoc committee with two Board members, and one past Finance Committee member 2) Director MacDonald seconded the motion.

Roll Call vote was taken:

Aye: MACDONALD, THORNBROUGH, GARCIA, SAUNDERS

Nay: None

The motion CARRIED.

Director Thornbrough, and Director MacDonald offered to be the on the committee.

Barbara asked about the appointment of the ex-finance committee member.

Director Thornbrough said Director Garcia said we should inquire with the previous chair. Director Garcia said she has been contacted by the former finance committee chair, Steve Miller.

Director Saunders suggested starting an ad hoc Policy Committee.

Director Garcia motioned to form an ad hoc policy committee not to exceed four members. Two members of the Board and two members of staff. Director Thornbrough seconded the motion.

Roll Call vote was taken:

***Aye: MACDONALD, THORNBROUGH, GARCIA, SAUNDERS
Nay: None***

The motion CARRIED.

After some discussion by the Board and counsel, Director Saunders agreed a workshop related to irrigation would be a good idea. Director Garcia said she would like the workshop to occur before irrigation season begins.

D. Consideration of changing Procedures for placing items on the Agenda and Communication with the General Manager

Director Thornbrough asked about a change made not too long ago, he said if a consensus was made by the Board it was going to be on the agenda.

Director Saunders said, if there is a consensus on an item, he felt every Board member should have the ability to have an agenda item discussed.

Director Garcia said the policy that Director Thornbrough is referring to is policy 4040.

Director Garcia motioned to leave Board policy 5020 as-is and have the Board review Policy 4040 (red-lined version) and make recommendations at the Regular Board meeting scheduled on February 9, 2021 2) Director MacDonald seconded the motion.

E. Discussion and Consideration of changing the Signature/Spending Authority of the Interim General Manager

Barbara said the GM spending authority is set forth through the procurement policy.

Barbara said any changes would be presented through the procurement policy, as it is a change in spending authority. Director Garcia said the interim manager is the general manager, and she feels it needs to be reviewed through the procurement policy.

Director Saunders said the Interim General Manager and the General Manager are the same. He said the item was put on the agenda specifically for the Interim General Manager.

Public Comment:

Cherie Carlyon via Stephen Dowd said there is a resolution, and the resolution specifies a \$45K spending limit.

Fran Todd said she would respectfully ask the Board to say what the Interim General Manager can or cannot do.

F. Independent Audit

After some discussion, **Director Garcia motioned to have the Board create an ad hoc committee to evaluate the need for a special financial assessment. Director Thornbrough seconded.**

Public Comment:

Steven Proe said there was a resolution approved by the Board that covered this issue. He asked if any vote turned about the 5-0 vote for a forensic audit.

Barbara said the lowest bid was rejected as too expensive.

Roll Call vote was taken:

Aye: MACDONALD, THORNBROUGH, GARCIA SAUNDERS

Nay: None

The motion CARRIED.

Both Director Garcia and Director Saunders volunteered for this committee.

G. Election of Special District Representative to El Dorado LAFCO – Nominations for Special District Commissioner

Director Saunders said he was one of the two directors who made it on to the commission. Director Saunders said he wanted to be a voting member on the commission. He said the process would need to nominate someone for a special district nominee.

Director MacDonald motioned to nominate Director Saunders to the LAFCO Commission 2) Director Garcia seconded the motion.

Roll Call vote was taken:

Aye: MACDONALD, THORNBROUGH, GARCIA SAUNDERS

Nay: None

The motion CARRIED

10) PUBLIC HEARING

None.

11) BOARD MEMBER REQUESTS FOR FUTURE MEETING AGENDAS AND REQUESTS FOR INFORMATION OR RESEARCH TO BE COMPLETED BY STAFF

Director Garcia said she would like to put together a work shop, and develop a time line for the staff / environmental workshop / and requested Jeff to work hard with staff to put the recordings, RFP's, permit for ALT on the website.

Director Saunders said to think of having a strategic planning meeting in February 2021.

Director MacDonald motioned to adjourn the meeting 2) Director Garcia seconded the motion.

Roll Call vote was taken:

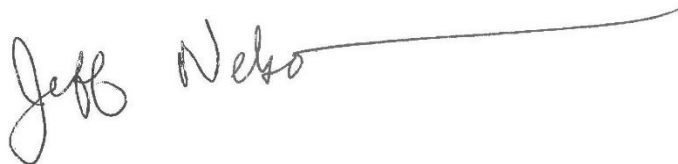
Aye: MACDONALD, THORNBROUGH, GARCIA, SAUNDERS

Nay: None

The motion CARRIED.

12) NEXT MEETING DATE AND ADJOURNMENT – The next Regular Meeting will be on February 9, 2021 at 2:00PM via teleconference.

In compliance with the Americans with Disabilities Act, if you are a disabled person and you need a disability-related modification or accommodation to participate in this meeting via teleconference, please contact Jeff Nelson by telephone at 530-333-4356 or by fax at 530-333-9442. Requests must be made as early as possible and at least one-full business day before the start of the meeting. In accordance with Government Code Section 54954.2(a).



Jeff Nelson, Interim General Manager

February 9, 2021
Date



LOCAL AGENCY FORMATION COMMISSION
550 Main Street, Suite E. Placerville, CA 95667
(530) 295-2707 · lafco@edlafco.us · www.edlafco.us

SPECIAL DISTRICT NOMINATION

Special District Representative to LAFCO

Position	Nominee's Name	Originating District
Board Member	Monique Scobey	Cameron Park CSD

SIGNATURE OF PRESIDING OFFICER: _____

Eric Aiston
(Original Signature Required)

Note: Presiding Officer is the Chair/President. Any other signature invalidates this ballot, unless accompanied by Meeting Minutes designating an alternate.

PRINTED NAME OF PRESIDING OFFICER: _____

Eric Aiston
(Required)

NAME OF NOMINATING DISTRICT: Cameron Park CSD

MINUTES ATTACHED (Optional): Yes No

Nominations must be received by LAFCO before
5:00 p.m. on February 15, 2021

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Placerville, CA 95667

COMMISSIONERS

Public Member: Michael Powell • Alternate Public Member: Holly Morrison
City Members: Cody Bass, Michael Saragosa • Alternate City Member: Kara Taylor
County Members: John Hidahl, Wendy Thomas • Alternate County Member: George Turnbo
Special District Members: Tim Palmer, Vacant • Alternate Special District Member: Michael Saunders

STAFF

José C. Henríquez, Executive Officer • Erica Sanchez, Assistant Executive Officer
Malathy Subramanian, Commission Counsel

Statement of Qualifications
MONIQUE SCOBNEY
El Dorado LAFCO
March 2021

My name is Monique Scobey and I am currently serving on the Board of Directors for the Cameron Park Community Services District. Our District provides several public services: fire and emergency response, parks, recreation, CC&R compliance, waste collection/recycling, and lighting/landscape districts. Overseeing these services has provided me with an understanding of the variety of requirements and responsibilities of our communities, as well as how Special Districts and local government function. I have served on all four of the District's Standing Committees and have completed my 18 month term for President of the Board in Dec 2020. The Board of Supervisors recently appointed me as an Alternate to the County El Dorado Solid Waste Advisory Committee.

In 2019, with the support of the Board of Directors, the District achieved our Transparency Certificate. In 2020, I completed the Special District Leadership Foundation – Leadership Academy that provides the knowledge base to perform essential governance responsibilities. This mixture of experiences will assist me in serving as knowledgeable LAFCO member.

I have lived in El Dorado County for over 25 years, raising our three children in Cameron Park and operating a small software consulting business. I served on sport club boards and as an ambassador at the Shingle Springs/Cameron Park Chamber of Commerce. I currently work part-time in real estate and am recently retired, and my husband and I plan on remaining here, in our community, so I am personally invested in how our County evolves.

I enjoy engaging with others, hearing and incorporating others views, finding common ground and collaborating on a clear path forward. Agencies work better when all stakeholders are involved to help define solutions. I look forward to working on this committee and keeping our county and communities a desirable place to live, work and visit.

My education includes a Master's Degree in Aerospace Engineering from USC and a Bachelor of Science Degree in Mechanical and Aeronautical Engineering from UC Davis.




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SPECIAL DISTRICT NOMINATION

Special District Representative to LAFCO

Position	Nominee's Name	Originating District
Board Director	Brian K. Veerkamp	El Dorado Irrigation District

SIGNATURE OF PRESIDING OFFICER: 
(Original Signature Required)

Note: Presiding Officer is the Chair/President. Any other signature invalidates this ballot, unless accompanied by Meeting Minutes designating an alternate.

PRINTED NAME OF PRESIDING OFFICER: Jim Abercrombie
(Required)

NAME OF NOMINATING DISTRICT: El Dorado Irrigation District

MINUTES ATTACHED (Optional): Yes No **XX**

Nominations must be received by LAFCO before
5:00 p.m. on February 15, 2021

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Brian K. Veerkamp
Board Director, Division 3
Statement of Qualifications

Brian K. Veerkamp is a fifth generation resident of El Dorado County and a descendant of the pioneering families of Wagner and Veerkamp. He follows in the footsteps of his great-great uncle John Wagner, an El Dorado County Supervisor from 1919 to 1934.

Born and raised in El Dorado County, Brian attended local elementary schools, El Dorado High School, and then pursued his higher education goals. He holds a bachelor of science degree in business administration with a minor in economics. He also attended two years of law school, holds two associate of arts degrees (one in fire technology and the other in general studies). He also earned many advanced leadership, governance, management and finance training certificates. He is a Charter Adjunct Professor with a Lifetime Teaching Credential for Los Rios Community College and continues to share his knowledge and training with the community in many ways.

Brian retired in 2011 from the Fire Service after 30 plus years in public emergency services that began with a position as a volunteer/paid call firefighter and culminated in his last position as fire chief of the El Dorado Hills Fire Department. During his tenure as chief, he worked collaboratively with many agencies within the County and surrounding region to serve and protect our people, their property and our business community. He was instrumental in the consolidation of Districts, the mitigation of many local disasters, the enhancement of service delivery levels and the protection of many precious assets of El Dorado County. The Department's efforts under Brian's leadership allowed them to maintain financial stability for Fire and Emergency Services resulting in cost effective, high level and efficient service to our citizens. He then was elected to the El Dorado County Board of Supervisor's and served two four-year terms for District 3 and thru his various County assignments; served numerous years as a member of the Local Agency Formation Commission (LAFCO). Brian, now has been elected to the Board for El Dorado Irrigation District and recently accepted the Leadership role of Executive Director for El Dorado County Emergency Services JPA.

Brian's commitment to "Service Above Self" is evident in the many ways he finds to give back to our El Dorado County community. Besides his most recent service, Brian has served 14 years as an elected Board member with the Camino Union School District, three years as Board member of the El Dorado County Emergency Services Authority JPA, and 25 years as emergency medical services training program director for El Dorado County Fire Chief's Association. He is a 17-year Rotarian, Eight-year member of Kiwanis Club of Placerville, Marshall Foundation for Community Health Board Member, Marshall Medical Board Member, El Dorado Community Foundation Board Member and he also maintains affiliations with Boys and Girls Club, The Rocky Mountain Elk Foundation, the USGA, and the NRA to name a few.

Brian resides in Placerville with Lori, his wife of 40 years. He has two daughters, two sons-in-law, two granddaughters, one grandson and many other family members that call El Dorado County home.



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SPECIAL DISTRICT NOMINATION

Special District Representative to LAFCO

Position	Nominee's Name	Originating District
Special District Representative	Timothy J. White	El Dorado Hills County Water District

SIGNATURE OF PRESIDING OFFICER: _____

Charles J. Hartley
 (Original Signature Required)

Note: Presiding Officer is the Chair/President. Any other signature invalidates this ballot, unless accompanied by Meeting Minutes designating an alternate.

PRINTED NAME OF PRESIDING OFFICER: Charles J. Hartley

(Required)

NAME OF NOMINATING DISTRICT: El Dorado Hills County Water District

MINUTES ATTACHED (Optional): Yes No

Nominations must be received by LAFCO before

5:00 p.m. on February 15, 2021

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Z:\Board of Directors\Packets\2021\2021-01\2021 May SDE Nomination Ballot.docx

COMMISSIONERS

Public Member: Michael Powell • Alternate Public Member: Holly Morrison
 City Members: Cody Bass, Vacant • Alternate City Member: Kara Taylor
 County Members: John Ranalli, Vacant • Alternate County Member: Vacant
 Special District Members: Tim Palmer, Vacant • Alternate Special District Member: Michael Saunders

STAFF

José C. Henríquez, Executive Officer • Erica Sanchez, Assistant Executive Officer
 Malathy Subramanian, Commission Counsel



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SPECIAL DISTRICT NOMINATION

Special District Representative to LAFCO

Position	Nominee's Name	Originating District
Special District Representative	Timothy J. White	El Dorado Hills County Water District

SIGNATURE OF PRESIDING OFFICER: _____

Penny Humphreys
(Original Signature Required)

Note: Presiding Officer is the Chair/President. Any other signature invalidates this ballot, unless accompanied by Meeting Minutes designating an alternate.

PRINTED NAME OF PRESIDING OFFICER: Penny Humphreys

(Required)

NAME OF NOMINATING DISTRICT: Rescue Fire Protection District

MINUTES ATTACHED (Optional):

Yes

No

Nominations must be received by LAFCO before

5:00 p.m. on February 15, 2021

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COMMISSIONERS

Public Member: Michael Powell • Alternate Public Member: Holly Morrison

City Members: Cody Bass, Vacant • Alternate City Member: Kara Taylor

County Members: John Ranalli, Vacant • Alternate County Member: Vacant

Special District Members: Tim Palmer, Vacant • Alternate Special District Member: Michael Saunders

STAFF

José C. Henríquez, Executive Officer • Erica Sanchez, Assistant Executive Officer

Malathy Subramanian, Commission Counsel



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SPECIAL DISTRICT NOMINATION

Special District Representative to LAFCO

Position	Nominee's Name	Originating District
Special District Commissioner	Timothy White	El Dorado Hills Water Agency (Fire District)

SIGNATURE OF PRESIDING OFFICER:

Noelle Mattock
 (Original Signature Required)

Note: Presiding Officer is the Chair/President. Any other signature invalidates this ballot, unless accompanied by Meeting Minutes designating an alternate.

PRINTED NAME OF PRESIDING OFFICER: Noelle Mattock, President
 (Required)

NAME OF NOMINATING DISTRICT: El Dorado Hills CSD

MINUTES ATTACHED (Optional): Yes No

Nominations must be received by LAFCO before
5:00 p.m. on February 15, 2021

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\\WFS2K8\Common\$\Board\2021\Reports\2021_02_11 - Regular Meeting\LAFCO Items\2021 May SDE Nomination Ballot_Cimpleted.docx

COMMISSIONERS

Public Member: Michael Powell • Alternate Public Member: Holly Morrison
 City Members: Cody Bass, Michael Saragosa • Alternate City Member: Kara Taylor
 County Members: John Hidahl, Wendy Thomas • Alternate County Member: George Turnboo
 Special District Members: Tim Palmer, Vacant • Alternate Special District Member: Michael Saunders

STAFF

José C. Henríquez, Executive Officer • Erica Sanchez, Assistant Executive Officer
 Malathy Subramanian, Commission Counsel

Timothy J. White**Nominee, El Dorado County Special District Representative****El Dorado County LAFCO****Statement of Qualifications**

I am currently the Board President of the El Dorado Hills County Water District, commonly known as the El Dorado Hills Fire Department (EDHFD), and have been nominated by my fellow directors at EDHFD, as well as the Board of Directors of Rescue Fire Protection District, to run for the open Special District seats on LAFCO.

My qualifications and background information are as follows:

- EDHFD Board of Directors- December 2018-present. President 2021, Vice-president 2020. Have served, or are serving on, the following Board Committees - Finance, Strategic Planning, and Joint Powers Authority. In addition, I am one of the Fire Board directors on the El Dorado Hills Incorporation Executive Working Group organized by the El Dorado Hills Community Services District.
- El Dorado Hills Area Planning Advisory Committee (“APAC”) - voting member- 2015-present. Vice Chair-2018-present. Chair-2016 and 2017. APAC is a volunteer group of residents that review proposed residential and commercial developments in the El Dorado Hills Area, and provides comments and written reports addressing resident concerns on the proposed projects to the El Dorado County Planning Commission and the El Dorado County Board of Supervisors.
- El Dorado County Master Gardener since 2016.
- I am a native Californian, a graduate of the University of San Francisco and of the University of Los Angeles School of Law, and practiced law for 30 years concentrating in business-financial law, with an emphasis in international transactions.
- With 3 El Dorado County Grand Jury Reports in the last 3 years on Fire Districts in El Dorado County, and with LAFCO likely to review proposed Fire District mergers and consolidations in the forthcoming years, I think it is important to have a representative from a Fire District Board, who understands the unique work, finances and nature of Fire Departments and Districts, on LAFCO.
- I have the time, interest and ability to serve as an effective LAFCO Commissioner.

EL DORADO HILLS COUNTY WATER DISTRICT

EIGHT HUNDRED TWENTY-SECOND MEETING OF THE BOARD OF DIRECTORS

Thursday, November 19, 2020

5:30 p.m.

District Office, 1050 Wilson Boulevard, El Dorado Hills, CA 95762

I. CALL TO ORDER

President Hartley called the meeting to order at 5:32 p.m. Directors in attendance: Bennett, Durante, Giraud, Hartley, and White. Director Durante attended via teleconference. Staff in attendance: Chief Johnson and Director of Finance Braddock. Counsel Cook was also in attendance.

Meeting adjourned to closed session at 5:32 p.m.

II. CLOSED SESSION

A. Closed Session Pursuant to Government Code Sections 54957(b)(1); Public Employee Performance Evaluation: Fire Chief

The meeting reconvened at 6:00 p.m. The Board took no action during closed session.

III. PLEDGE OF ALLEGIANCE

IV. PRESENTATION

A. Presentation of Community Risk Reduction Division Fee Study – DTA presented the results of their User Fee Analysis.

B. Public Hearing: Review and approve Resolution 2020-20 amending the District Fee Schedule to recover the cost of service and enforcement of regulations subject to the Health and Safety Code Section 13916

A public hearing was opened at 6:35 p.m.

Director White suggested that a fee study be done every 3 years to avoid getting behind on what current rates should be and the Board concurred.

The public hearing was closed at 6:44 p.m.

Director White made a motion to approve Resolution 2020-20 amending the District Fee Schedule to recover the cost of service and enforcement of regulations subject to the Health and Safety Code Section 13916 with the language changed to reflect the discussed 3-year timeline, seconded by Director Bennett and unanimously carried. (Roll call: Ayes: 5; Noes: 0)

V. CONSENT CALENDAR

- A. **Approve Minutes of the 821st Board meeting held October 15, 2020**
- B. **Approve Financial Statements and Check Register**
- C. **Approve Employee Development Center (EDC) Financial Report**

Director Bennett made a motion to approve the consent calendar, seconded by Director White and unanimously carried. (Roll call: Ayes: 5; Noes: 0)

VI. ORAL COMMUNICATIONS

- A. **EDH Professional Firefighters** – Item taken out of order after Item X. Fire Chief's Report. Dale Hemstalk, Vice President, reported the transition has been going well and he introduced Dan Nelson as the recently elected secretary. He also thanked Admin for there efforts to keep up with all of the constantly changing COVID-19 information and the protection that is being offered to the employees.
- B. **EDH Firefighters Association** – None
- C. **Public Comment** – None

VII. CORRESPONDENCE

- A. **Letter from the El Dorado Hills Professional Firefighters** – Chief Johnson explained that included in the packet was a letter from the El Dorado Hills Professional Firefighters stating that they would not support the annexation with Rescue Fire Protection District without matching the current staffing levels stated in the El Dorado Hills MOU.

VIII. ATTORNEY ITEMS – None

IX. COMMITTEE REPORTS

- A. **Administrative Committee (Directors Bennett and Hartley)** – Director Bennett stated that the Admin Committee met regarding the communications study and is waiting for more information before bringing the recommendation to the Board.
- B. **Finance Committee (Directors Girauo and White)** – No report.
- C. **Joint Powers Authority (Directors Hartley and Girauo)** – Chief Johnson reported that Brian Veerkamp and Christy Jorgensen are doing a great job and that the JPA opposed the County's proposed increase in the ambulance fee for service for vegetation management and the County agreed to slow that discussion down and take another look at it.

X. FIRE CHIEF'S REPORT – Chief Johnson reported the following to the Board:

- Staff is prepared to file the notice of intent for the Rescue annexation.
- The engineer's promotional exam went well and 6 people on the list
- Nineteen applications were received for the Fire Marshall position and mid-December will be the target for the final interviews.
- The Captain's academy is coming up in December.
- El Dorado County was escalated to the purple tier and there and Staff will be looking at any adjustments that need to be made.
- There are still discussions happening about the Santa run and holiday parties.

- The Amador Fire Chief is retiring and starting a new fire career in Nevada.
- Oakland Assistant Fire Chief passed away and Staff offers their condolences.

XI. OPERATIONS REPORT

- A. **Operations Report (Receive and file)** – Chief Hall stated that there was a lot of active shooter and water rescue training in November and recognized Chief Lilienthal’s efforts to process the information related to the constant COVID-19 changes and the firefighter’s efforts to stay safe in the current environment. Received and filed.

XII. COMMUNITY RISK REDUCTION REPORT

- A. **CRRD Report (Receive and file)** – Chief Phillips presented the CRRD Report and highlighted that it was Fire Prevention Month and Staff did a great job adapting to the restrictions in place because of COVID-19. Received and filed.

XIII. FISCAL ITEMS

- A. **Receive and file 2019/2020 Final Audit Report, Management Letter and SAS 114 Governance Letter** – Brian Nash with Richardson and Company presented the Final Audit Report, Management Letter, and SAS 114 Governance Letter. Received and filed.
- B. **Change in Pension and OPEB Funded Status Reports** – Director of Finance Braddock presented the updated Pension and OPEB funded status reports stating that the Pension funded status increased by about .1% and the OPEB funded status increased by about 4%.
- C. **Receive and file Accountability Act Annual Report (2019/20) for the Latrobe Zone Special Tax** – Director of Finance Braddock presented the completed direct charge justifying the tax that is collected for the Latrobe area. Received and filed.
- D. **Review and approve transfer in the amount of \$50,388 from General Fund (unassigned) Reserve to CERBT OPEB account** – Director of Finance Braddock stated the per the Reserve Fund Policy Staff recommends transferring \$50,388 from FY19/20 to the CERBT OPEB account.

Director White made a motion to approve transfer in the amount of \$50,388 from General Fund (unassigned) Reserve to CERBT OPEB account, seconded by Director Giraudo, and unanimously carried. (Roll Call: Ayes: 5; Noes: 0)

XIV. NEW BUSINESS

- A. **Discuss LAFCO Special District open position nomination** – Chief Johnson stated that there is an anticipated position opening on the LAFCO Board. Director White expressed an interest in running for the open position when it becomes available.

Director Giraudo made a motion to nominate Director White for the LAFCO open position when it becomes available, seconded by Director Bennett, and unanimously carried. (Roll Call: Ayes: 5; Noes: 0)

- B. Review and approve Resolution 2020-18 fixing the employer contribution at an equal amount for employees and annuitants under the Public Employees' Medical and Hospital Care Act** – Director of Finance Braddock explained that per the MOU's change in medical coverage cap, the CalPERS contract would need to be amended to reflect that change.

Director Bennett made a motion approve Resolution 2020-18 fixing the employer contribution at an equal amount for employees and annuitants under the Public Employees' Medical and Hospital Care Act, seconded by Director Giraudo, and unanimously carried. (Roll Call: Ayes: 5; Noes: 0)

- C. Review and approve Resolution 2020-19 acknowledging the Department's compliance with Sections 13146.2 and 13146.3 of the California Health and Safety Code** – Chief Phillips presented a resolution to affirm that the district completed inspections on all State Regulated Occupancies in the District.

Director Giraudo made a motion to approve Resolution 2020-19 acknowledging the Department's compliance with Sections 13146.2 and 13146.3 of the California Health and Safety Code, seconded by Director White, and unanimously carried. (Roll Call: Ayes: 5; Noes: 0)

- D. Approve purchase of Type I Engine** – Chief Johnson stated that due to the significant damage to Engine 91, Staff recommends approval of a Type I Engine to replace it.

Director Giraudo made a motion to approve the purchase of Type I Engine, seconded by Director White, and unanimously carried. (Roll Call: Ayes: 5; Noes: 0)

- E. Approve Utilization of public agency contract from Savvik Buying Group for Lucas Compression Devices** – Chief Johnson reported that Staff is requesting approval to utilize the Savvik Buying Group contract for the Lucas Compression Devices.

Director Bennett made a motion to approve Utilization of public agency contract from Savvik Buying Group for Lucas Compression Devices, seconded by Director Giraudo, and unanimously carried. (Roll Call: Ayes: 5; Noes: 0)

XV. OLD BUSINESS

- A. Rescue Annexation Update** – No report.
B. Training Facility Update – No report.
C. EDHCSD/EDHFD 2x2 update (Directors Durante and White) – Director White stated that the CSD will be issuing an RFP to have a financial study done.

Director Durante left the meeting at 8:10 p.m.

XVI. ORAL COMMUNICATIONS

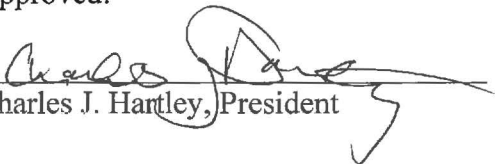
- A. Directors** – Directors thanked staff for their commitment to protect our District so well. Director White congratulated Director Hartley on his re-election.
- B. Staff** – None
- C. Schedule upcoming committee meetings** – None

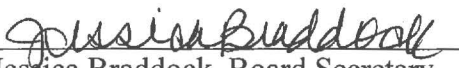
XVII. ADJOURNMENT

Director Giraudo made a motion to adjourn the meeting, seconded by Director White and unanimously carried.

The meeting adjourned at 8:15 p.m.

Approved:


Charles J. Hartley, President


Jessica Braddock, Board Secretary

Rescue Fire Protection District

**BOARD OF DIRECTORS MINUTES
Regular Meeting January 13, 2021
Zoom Meeting- 6:00 P.M.
5221 Deer Valley Road, Rescue, CA 95672
(P.O. Box 201)
(530) 677-1868**

1. CALL TO ORDER 1805

2. ROLL CALL/ESTABLISH QUORUM

Directors in attendance: Araujo, Humphreys, Koht, Smith, and Thorne.

3. FLAG SALUTE

4. APPROVAL OF AGENDA

Director Smith made a motion to approve the agenda, seconded by Director Araujo, and motion carried.

5. PUBLIC COMMENTS and PUBLIC FORUM

Jodi Martin, resident, asked if Directors Koht and Thorne were sworn in. Director of Finance Braddock stated that they were both sworn in remotely.

6. CHIEF'S REPORT

Chief Johnson reported the following to the Board:

- He is still in discussions with Blue Mountain Communities regarding the potential CFD on the housing development currently in progress.

7. CORRESPONDENCE and COMMUNICATIONS

A. Staff Report: Memorandum of Understanding Between the County of El Dorado and the Rescue Fire Protection District Regarding the Delegation of Enforcement of Certain Fire and Panic Safety Provisions Found in the 2019 California Building Standards Code

Chief Phillips reported that an MOU was written in 2019 transitioning inspection authorities for new one- and two-family homes to the El Dorado Hills County Water District. He added that the Fire Chief has the authority to enter into this MOU, but the Board has the option to adopt a formal Resolution if they wish. The Board directed Staff to bring a formal resolution to the February Board meeting.

B. Letter from the Rescue Professional Firefighters Association

Chief Johnson stated that the Rescue Professional Firefighters Association submitted a letter to the Board requesting to start MOU Negotiations.

8. CONSENT CALENDAR

- A. Approve Minutes from the December 9, 2020 Board Meeting**
- B. Approve Financial Statements and Warrants Report**

Director Smith made a motion to approve Minutes from the December 9, 2020 Board Meeting, seconded by Director Koht, and motion carried. (Ayes: 5; Noes: 0)

Rescue Fire Protection District

Director Smith made a motion to approve the Financial Statements and Warrants Report, seconded by Director Koht, and motion carried. (Ayes: 5; Noes: 0)

9. BOARD COMMITTEES

- A. Personnel Committee:** Chief Johnson reported that the District is down one full-time employee and the employees have a plan to cover all the vacancies through the end of February. He added that Staff is working on a backup plan with Diamond Springs Fire as well.
- B. Budget Committee:** No report.
- C. Buildings and Grounds:** No report. Staff will schedule a committee meeting prior to the next Board meeting.
- D. JPA Committee:** Chief Johnson stated that the new leadership is working on cleaning up the budget and operations as well as looking at the next contract with the County.
- E. LAFCO:** Chief Johnson reported that Staff is working with LAFCO on the plan for service for the El Dorado Hills County Water District annexation of Rescue Fire Protection District.
- F. Annexation Committee:**
- 1) Review Draft Annexation Resolution-** Chief Johnson requested that the Draft annexation resolution language development be assigned to Annexation Committee.

10. RVFA REPORT

Director Thorne stated that he received a request to donate any surplus equipment to a small volunteer Department in Mexico. Chief Johnson stated that the employees plan to clean out station 81 and any surplus items will be brought to the Board for approval before they are eligible to donate.

He also reported that the Christmas tree sales generated about \$6000 and the pumpkin sales brought in about \$4400 to the Association.

11. OLD BUSINESS

None

12. FISCAL ITEMS

- A. Receive and file FY 19/20 Final Audit Report**
Director of Finance Braddock reviewed the FY 19/20 Final Audit Report with the Board and reported that the District was given a clean opinion.

13. NEW BUSINESS

- A. Discuss the LAFCO Open Position Nomination**
El Dorado Hills County Water District Director Tim White stated that he would like to run for the upcoming LAFCO open position.

Director Araujo made a motion to nominate Tim White for the LAFCO Board seat, seconded by Director Smith, and motion carried. (Ayes: 5; Noes: 0)

- B. Election of Board President and Vice President for 2021**

Director Araujo made a motion to nominate Director Smith for Board President. Director Smith declined the nomination.

Director Smith made a motion to nominate Director Koht for Board President, seconded by Director Thorne, and motion carried. (Ayes: 5; Noes: 0)

Rescue Fire Protection District

Director Koht made a motion to nominate Director Smith for Vice-President, seconded by Director Thorne, and motion carried. (Ayes: 5; Noes: 0)

C. Reorganization of Committees for 2021

Director Humphreys made a motion to keep the committee assignments the same as shown below, seconded by Director Thorne, and motion carried. (Ayes: 5; Noes: 0)

Personnel Committee: Directors Araujo and Thorne
 Budget Committee: Directors Koht and Smith
 Buildings and Grounds: Directors Koht and Thorne
 JPA Committee: Chief Johnson
 Annexation Committee: Directors Araujo and Koht

D. Review and establish meeting dates for 2021

The meeting dates will remain on the second Wednesday of every month.

13. CLOSED SESSION

A. Pursuant to Government Code Sections 54956.9(d)(2) and 54956.9(d)(4); potential litigation; two matters

The Board adjourned to closed session at 1906.

The Board returned to open session at 2021. No action was taken in Closed Session.

14. NEXT SCHEDULED MEETING/AGENDA ITEMS

February 10, 2021

15. GOOD TO THE ORDER

None

16. ADJOURNMENT

The meeting was adjourned at 2022.

Prepared By:


 Megan Selling, Board Clerk
 Rescue Fire Protection District

Approved By:


 Penny Humphreys, Board President
 Rescue Fire Protection District



Budget and Administration Committee

Tuesday, April 13, 2021

5:30 p.m.

TELECONFERENCE ZOOM MEETING

<https://us02web.zoom.us/j/89559877137>

Meeting ID: 895 5987 7137

(Teleconference/Electronic Meeting Protocols are attached)

Amended Agenda

Members: Chair Director Eric Aiston (EA), Vice Chair Director Felicity Wood Carlson (FC)

Alternate Director Monique Scobey (MS)

Staff: Jill Ritzman, General Manager

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. Assembly Constitutional Amendment 3** (J. Ritzman, F. Carlson)
- 2. Budget Review – General Fund 01, CC&R Fund 02** (District staff)

3. Lighting And Landscape Fiscal Year 2020-2021 Budget Methodology And Upcoming Changes, Funds 30-50 (J. Ritzman, M. Grassle)

4. Staff Updates

- a. December Check Register Review (L. Sanders-Ito)
- b. Finance Office Monthly Report (oral)
- c. Final Lease-Purchase Agreement, New Fire Engine (N. Garrison; J. Gaines)
- d. Fiscal Year 2020-2021 3rd Quarter Budget to Actuals (N. Garrison)
- e. Legislative Updates (J. Ritzman)
- f. Rasmussen Ground Water Pump Repairs (M. Grassle)

5. Items for May & Future Committee Meetings

- Budget Development & Review: revisit General Fund, LLADs and CC&Rs; initiate Special Funds/Reserves

6. Items to take to the Board of Directors

- g. Fiscal Year 2020-2021 3rd Quarter Budget to Actuals

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, April 5, 2021
5:30 p.m.

TELECONFERENCE ZOOM MEETING

<https://us02web.zoom.us/j/83188025728>

Meeting ID: 831 8802 5728

(Teleconference/Electronic Meeting Protocols are attached)

Agenda

Members: Vice Chair Bob Dutta (BD), Patricia Rivera (PR), Kelly Kantola (KK)
Chair 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**

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.

- 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.

DEPARTMENT MATTERS**6. Review and Support Items (J. Mog)**

- The Following ARC Project has been forwarded to the CC&R Committee by the ARC Committee for additional review and approval.

6e.	2985 Estepa Dr.	Cameron Park N. #8	082-531-025	Living Wall Fence
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7. MONTHLY STAFF REPORT**7a. Open Violations, CC&R Violation Manager Case Detail Report**

- Refer to Legal – 1
- Pre-Legal Notices – 0
- Final Notices - 5
- Initial Notices – 15
- Variance – 1
- Court Decision – 1
- 2/24/21 - 3/31/21 New Cases = 6
- 2/24/21 - 3/31/21 Cleared Cases - 20
- Total Cases Open = 57

7b. Architectural Review Projects – Period – 2/24/21 – 3/31/21

- Projects Reviewed – 28
- Approved – 26
- Held Over to CC&R Committee - 1
- Review Pending – 1

8. Staff Updates

- Report Back – District’s Next Door Account (Jill)
- 3808 Archwood Rd.
- 2967 Royal Park Ct.
- Door Hangers

9. Items for May and Future CC&R Committee Agendas

- Revenue Enhancements

10. Items to take to the Board of Directors**11. MATTERS TO AND FROM COMMITTEE MEMBERS & STAFF****12. ADJOURNMENT**

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



Fire and Emergency Services Committee
Tuesday, April 6, 2021
5:30 p.m.

TELECONFERENCE ZOOM MEETING
<https://us02web.zoom.us/j/87626342002>

Meeting ID: 876 2634 2002

(Teleconference/Electronic Meeting Protocols are attached)

Amended 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. Greater Cameron Park Area Fire Safe Council Resolution – Discussion (S. Moranz)**
- 2. Staff Updates**
 - a. Collaborative Training Opportunity (S. Moranz)
 - b. Fire Department Report – (J. Gaines)
 - c. CCI Grant – (J. Gaines) (Oral Report)
- 3. Items for May and Future Committee Agendas**
- 4. 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



Fire and Emergency Services Committee
Tuesday, April 6, 2021
5:30 p.m.

TELECONFERENCE ZOOM MEETING
<https://us02web.zoom.us/j/87626342002>

Meeting ID: 876 2634 2002

(Teleconference/Electronic Meeting Protocols are attached)

Amended 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

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

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DEPARTMENT MATTERS

- 1. Greater Cameron Park Area Fire Safe Council Resolution – Discussion (S. Moranz)**
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MATTERS TO AND FROM COMMITTEE MEMBERS & STAFF

ADJOURNMENT