



CAMERON PARK COMMUNITY SERVICES DISTRICT

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

AGENDA

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

REGULAR BOARD MEETING
Wednesday, September 16, 2020
6:30 p.m.

TELECONFERENCE ZOOM MEETING
<https://us02web.zoom.us/j/82379673608>

Meeting ID: 823 7967 3608

(Teleconference/Electronic Meeting Protocols are attached)

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

Board Members

Monique Scobey	President
Eric Aiston	Vice President
Felicity Carlson	Board Member
Ellie Wooten	Board Member
Holly Morrison	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.

- Introduction of Jim Mog – New Covenants, Conditions and Restrictions (CC&R) Compliance Officer
-

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 #10 to be discussed and acted upon individually.

4. Conformed Agenda – Board of Directors Meeting August 19, 2020
 5. General Manager's Report
 6. **APPROVE** Resolution 2020-20 Approving the Department of Forestry and Fire Protection Agreement #7FG20014 for the Volunteer Fire Assistance Grant Funds (S. Moranz)
-

AGENDA

7. **APPROVE** Resolution 2020-21 which serves as an Authorizing Resolution for Future Applications for Per Capita Grant Funds from California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018 – Proposition 68 (J. Ritzman)
 8. **APPROVE** Resolution 2020-22 for Subrecipient Agreement for Coronavirus Relief Funds Between El Dorado County and Cameron Park Community Services District (J. Ritzman)
 9. **APPROVE** Resolution 2020-23 Approving Categorical Exemption for Hazardous Fuel Reduction Projects (J. Ritzman)
-

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.

10. Items removed from the Consent Agenda for discussion
 11. **APPROVE** Park Improvement Plan and Priority Projects (J. Ritzman, M. Grassle)
 12. **APPROVE** Resolution 2020-24 Approving Fire Facilities, Inc., Lamon Construction Company, Inc., and Van's Paving & Grading, Inc. for Construction of Fire Training Tower (S. Moranz)
 13. **APPROVE** Strategic Plan Ad Hoc Committee (J. Ritzman)
-

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
 - Special District Leadership Academy – 4 virtual modules (monthly, dates vary)
 15. Local Area Formation Commission (LAFCO)
 16. Committee Reports
 - a. Budget & Administration
 - b. Covenants, Conditions & Restrictions (CC&R)
 - c. Fire & Emergency Services
 - d. Parks & Recreation
 - e. Solar Energy Ad Hoc
-

AGENDA

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):

17. Pursuant to California Government Code §54957(B)(1)

Consider the appointment employment, or performance, discipline or dismissal of a public employee or to hear complaints or charges brought against the employee by another person or employee unless the employee requests a public session.

Unrepresented Employee of the District – General Manager

18. Pursuant to California Government Code §54956.9

General Manager Contract Renewal

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.

ADJOURNMENT

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/91017608263> 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

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CONFORMED AGENDA

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

REGULAR BOARD MEETING
Wednesday, August 19, 2020
6:30 p.m.

TELECONFERENCE ZOOM MEETING
<https://us02web.zoom.us/j/87083824486>

Meeting ID: 870 8382 4486

(Teleconference/Electronic Meeting Protocols are attached)

Board Members

Monique Scobey	President
Eric Aiston	Vice President
Felicity Carlson	Board Member
Ellie Wooten	Board Member
Holly Morrison	Board Member

CONFORMED AGENDA

CALL TO ORDER – 6:32pm

1. Roll Call – MS/EA/FC/EW/HM
 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.

*FC/EA – Motion Passed
Ayes – MS, EA, FC, EW, HM
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.

Recognition of Service to the District – Kate Magoolaghan

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.

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 #8 to be discussed and acted upon individually.

4. Conformed Agenda – Board of Directors Meeting July 15, 2020
5. General Manager’s Report
6. **APPROVE** Budget Preparation Policy 3020
7. **RECEIVE AND FILE** Annual Disclosure of Board of Directors and Employee Reimbursements

Motion to adopt the Conformed Agenda.

*FC/EW – Motion Passed
Ayes – MS, EA, FC, EW, HM
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.

8. Items removed from the Consent Agenda for discussion
9. **PUBLIC HEARING – APPROVE** Fiscal Year 2020-21 Budget and **APPROVE** Resolution 2020-17 Adopting the Cameron Park Community Services District Fiscal Year 2020-21 Budget

Motion to Approve Fiscal Year 2020-21 Budget and Approve Resolution 2020-17 Adopting the Cameron Park Community Services District Fiscal Year 2020-21 Budget.

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

CONFORMED AGENDA

10. **PUBLIC HEARING – APPROVE** Resolution 2020-18 Approving an Amendment to the Agreement Between Cameron Park Community Services District and Waste Connection of California, Inc. doing business as El Dorado Disposal Services, and Establishing Rates for the Collection of Solid Waste within the Cameron Park Community Services District

HM - Motion to allow any resident in the meeting to ask as many questions as they would like on this contract for as long as they need to have their questions answered

- *Motion dies for lack of a second.*

Motion in light of COVID communication challenges to allow the public to ask a follow up question with a 1 minute time limit.

*EA/FC – Motion Passed
Ayes – MS, EA, EW, FC, HM
Noes – None
Absent – None*

Motion to Approve Resolution 2020-18 Approving an Amendment to the Agreement Between Cameron Park Community Services District and Waste Connections of California, Inc. doing business as El Dorado Disposal Services, and Establishing Rates for the Collection of Solid Waste within the Cameron Park Community Services District.

*EA/EW – Motion Passed
Ayes – MS, EA, EW
Noes – FC, HM
Absent – None*

11. **PUBLIC HEARING – APPROVE** Resolution 2020-19 Stating the Purposes and Fixing the Amount of Money to be Raised by Taxation to the District to Pay Voter Approved Debt for the Fiscal Year 2020-21 and Setting the Tax Rate

Motion to Approve Resolution 2020-19 Stating the Purposed and Fixing the Amount of Money to be Raised by Taxation to the District to Pay Voter Approved Deb for the Fiscal Year 2020-21 and Setting the Tax Rate.

*FC/EW – Motion Passed
Ayes – MS, EA, FC, EW, HM
Noes – None
Absent – None*

CONFORMED AGENDA

BOARD INFORMATION ITEMS

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

12. General Matters to/from Board Members and Staff

- Upcoming Trainings & Community Meetings
 - Special District Leadership Academy – 4 virtual modules (monthly, dates vary)
 - CSDA Virtual Workshop: Financial Management for Special Districts – Tuesday, August 18th & Wednesday, August 19th from 9am-12pm each day

MS – Asked board members to take the CSDA General Manager performance review webinar before the September Board Meeting; there will be closed session at the September Board Meeting – General Manager’s contract and performance review; will be attending the virtual SDLA next week and will report back; recognized the fishing line sign at the Lake; thanked parks & rec staff for fishing line recycling containers at Cameron Park Lake; thanked staff for work to make board meetings and public hearings run as smoothly as possible.

FC – Enjoyed attending the Cameron Park Farmer’s Market; enjoyed meeting with Rotary regarding the Parks Improvement Plan; encouraged board members to buy virtual tickets to LUNAFest for Soroptimist International of Cameron Park.

HM – Have been going to the dog park; would like promote and clean up the dog park a little more.

EW – Feeling better.

EA – Thanked staff for working to utilize facilities/properties during the restrictions with COVID and keep community connected; would like to see if the District can work with schools during COVID.

JR – Working to Cameron Park Community Foundation for help to cover the cost of the fishing line recycling containers; Community Center will be closed on 8/20 due to PG&E work to upgrade panel for generator.

Fire Dept – Responded to a structure fire in Airpark area in Cameron Park – significant damage; 3 engines have been rented out to CalFire to support current wildfires.

13. Local Area Formation Commission (LAFCO)

- *Opened public comment period for the draft MSR for EDHCSD; approved environmental review for AT&T Bloxsum annexation; received Grand Jury Report for Fire Consolidation; misc. policies.*

CONFORMED AGENDA

14. Committee Reports
 - a. Budget & Administration
 - b. Covenants, Conditions & Restrictions (CC&R)
 - c. Fire & Emergency Services
 - d. Parks & Recreation
 - e. Solar Energy Ad Hoc
-

ADJOURNMENT – 9:11pm

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Agenda Transmittal

DATE: September 16, 2020

FROM: Jill Ritzman, General Manager

AGENDA ITEM #5: GENERAL MANAGER'S REPORT

RECOMMENDED ACTION: RECEIVE AND FILE

The District has had a busy couple of months, as reflected on the many action items included on the Board's September Agenda. The Department staff worked hard with the various Standing Committees to bring these projects forward for the Board's consideration.

On Monday, August 17th, I provided a presentation to the El Dorado County Taxpayers Association about the Cameron Park Community Services District. We discussed the District's financial position, impacts, our response to COVID, and projects on the Board of Directors' 2020 Work Plan.

On August 20th, I attended the Commission on Aging meeting, and the following day participated in the El Dorado County Ad Hoc Work Group regarding Senior Services. Agenda topics included Senior Nutrition services and disaster preparedness.

I attended two El Dorado County Planning Technical Advisory Committee meetings, which are becoming more frequent with pending development projects. One project is located across the street from Hacienda Park, and another on Greenwood. For the project near Hacienda Park, I encouraged the developer to provide easy access from the apartments to Hacienda Park.

Chief Moranz and I met with LAFCO's consultant regarding the Municipal Services Review for Cameron Park CSD's Fire Department. Several topics were discussed including: District boundaries, Sphere of Influence boundaries, and providing services

outside of the District boundaries. Chief Moranz and I will be working together to respond to their written questionnaire.

On September 9th, I participated on a panel for a Floodplain Management Conference. The session was regarding the State's new legislation and requirements for Emergency Action Plans for all dams in the state. My part was to provide the local government and small dam owners some perspective on how this legislation affected the District and how we accomplished the requirement.



Agenda Transmittal

DATE: September 16, 2020

FROM: Sherry Moranz, Fire Chief

AGENDA ITEM #6: VOLUNTEER FIRE ASSISTANCE GRANT

RECOMMENDED ACTION: APPROVE RESOLUTION 2020-20 APPROVING THE DEPARTMENT OF FORESTRY AND FIRE PROTECTION AGREEMENT #7FG20014 FOR THE VOLUNTEER FIRE ASSISTANCE GRANT FUNDS

Introduction

The Cameron Park Community Services District Fire Department applied for Volunteer Fire Assistance federal grant funds to fund up to 50% of the cost of new radios. Total project costs were \$45,330 for 14 radios and ancillary equipment. Grant funds were requested to provide up-to-date mobile and portable communications to Fire Department staff. The current radios date back to 2007, which poses challenges due to the antiquated technology. New radios will be both NFPA and P25 compliance. Current radio technology is critical when responding to emergencies and communicating with other responding jurisdictions.

Discussion

The District was notified on August 10, 2020 that the grant application was approved for \$18,989. To receive funds, the District Board of Directors must approve a Resolution (Attachment 6A) that accepts the funds and authorizes the General Manager to execute the Grant Agreement. The expenditures and revenues will be included in the mid-year budget adjustment for Fund 07 – Fire and Emergency Services Capital Asset Reserves.

Fire Committee

The Fire Committee discussed and supported forwarding this item to the Board for consideration; and expressed their appreciation for the Fire staff's efforts to secure a second grant for equipment upgrades.

Attachments:

6A –Resolution 2020-20

6B – Grant Agreement #7FG20014

BEFORE THE BOARD OF DIRECTORS OF THE CAMERON PARK COMMUNITY SERVICES DISTRICT COUNTY OF EL DORADO, STATE OF CALIFORNIA

IN THE MATTER OF:

Resolution Number: 2020-20

Approving the Department of Forestry and Fire Protection Agreement #7FG20014 for services from the date of last signatory on page 1 of the Agreement to June 30, 2021 under the Volunteer Fire Assistance Program of the Cooperative Forestry Assistance Act of 1978.

BE IT RESOLVED by the Board of Directors of the Cameron Park Community Services District that said Board does hereby approve the Agreement with the California Department of Forestry and Fire Protection dated as of the last signatory date on page 1 of the Agreement, and any amendments thereto. This Agreement provides for an award, during the term of this Agreement, under the Volunteer Fire Assistance Program of the Cooperative Fire Assistance Act of 1978 during the State Fiscal Year 2020-21 up to and no more than the amount of \$18,989.

BE IT FURTHER RESOLVED that the General Manager of said Cameron Park Community Services District be and hereby is authorized to sign and execute said Agreement and any amendments on behalf of the Cameron Park Community Services District.

The foregoing resolution was duly passed and adopted by the Board of Directors of the Cameron Park Community Services District, at a regular meeting thereof, held on the 16th day of September, by the following vote:

AYES:

Signature, Board of Directors Member

NAYS:

Printed Name and Title
Monique Scobey, President

ABSENT:

Signature, Board of Directors Member

Printed Name and Title
Eric Aiston, Vice President

-----CERTIFICATION OF RESOLUTION-----

ATTEST:

I, Jill Ritzman, Clerk of the Cameron Park Community Services District Board of Directors of Cameron Park Community Services District, California do hereby certify that this is a true and correct copy of the original Resolution #2020-20.

WITNESS MY HAND OR THE SEAL OF THE _____, on this _____ day of _____, _____.

OFFICIAL SEAL OR NOTARY CERTIFICATON

Signature

Title and Name of Local Agency

State of California
Dept. of Forestry and Fire Protection (CAL FIRE)
Cooperative Fire Programs
GRANT AGREEMENT

APPLICANT:**PROJECT TITLE:** Volunteer Fire Assistance Program**GRANT AGREEMENT:** 7FG20014**PROJECT PERFORMANCE PERIOD IS from Upon Approval through June 30, 2021.**

Under the terms and conditions of this Grant Agreement, the applicant agrees to complete the project as described in the project description, and the State of California, acting through the Dept. of Forestry & Fire Protection, agrees to fund the project up to the total state grant amount indicated.

PROJECT DESCRIPTION: Cost-share funds awarded to provide assistance to rural areas in upgrading their capability to organize, train, and equip local forces for fire protection.

Total State Grant not to exceed **\$18,989.48** (or project costs, whichever is less)

**The Special and General Provisions attached are made a part of and incorporated into this Grant Agreement.*

**STATE OF CALIFORNIA
DEPARTMENT OF FORESTRY
AND FIRE PROTECTION**

Applicant	
By _____	By _____
Signature of Authorized Representative	Title: Gabrielle Avina Staff Chief, Cooperative Fire Programs
Title _____	
Date _____	Date _____

CERTIFICATION OF FUNDING

AMOUNT OF ESTIMATE FUNDING \$18,989.48	GRANT AGREEMENT NUMBER 7FG20014	PO ID		
ADJ. INCREASING ENCUMBRANCE \$ 0.00	SUPPLIER ID			
ADJ. DECREASING ENCUMBRANCE \$ 0.00	PROJECT ID 354020DG2012133	ACTIVITY ID SUBGNT		
UNENCUMBERED BALANCE \$18,989.48	GL UNIT 3540	BUD REF 001	CHAPTER 6/7	FUND 0001
				ENY 2020
REPORTING STRUCTURE 35409206	SERVICE LOC 92698	ACCOUNT 5340580		ALT ACC 5340580002

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance.

SIGNATURE OF CAL FIRE ACCOUNTING OFFICER

DATE

**VOLUNTEER FIRE ASSISTANCE PROGRAM
TERMS AND CONDITIONS**

DEPARTMENT OF FORESTRY AND FIRE PROTECTION

STATE OF CALIFORNIA
Natural Resources Agency

Agreement for the Volunteer Fire Assistance Program of the
Cooperative Forestry Assistance Act of 1978

THIS AGREEMENT, made and entered into **ON THE LAST SIGNATORY DATE ON PAGE 1**, by and between the STATE of California, acting through the Director of the Department of Forestry and Fire Protection hereinafter called "STATE", and _____

_____ hereinafter called "LOCAL AGENCY", covenants as follows:

RECITALS:

1. STATE has been approved as an agent of the United States Department of Agriculture, (USDA), Forest Service for the purpose of administering the Cooperative Forestry Assistance Act (CFAA) of 1978 (PL 95-313, United States Code, Title 16, Chapter 41, Section 2010 et seq., Volunteer Fire Assistance Program), hereinafter referred to as "VFA", and
2. The VFA has made funds available to STATE for redistribution, under certain terms and conditions, to LOCAL AGENCY to assist LOCAL AGENCY to upgrade its fire protection capability, and
3. LOCAL AGENCY desires to participate in said VFA.

NOW THEREFORE, it is mutually agreed between the parties as follows:

4. **APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. LOCAL AGENCY may not commence performance until such approval has been obtained.**
5. **TIMELINESS: Time is of the essence in this Agreement.**
6. **FORFEITURE OF AWARD: LOCAL AGENCY must return this Agreement and required resolution properly signed and executed to STATE at the address specified in paragraph 11, with a postmark no later than December 1, 2020 or LOCAL AGENCY will forfeit the funds.**
7. **GRANT AND BUDGET CONTINGENCY CLAUSE: It is mutually understood between the parties that this Agreement may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds, to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made.**

This **Agreement** is valid and enforceable only if sufficient funds are made available to the STATE by the United States Government for the State Fiscal Year 2020 for the purpose of this program. In addition, this **Agreement** is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this **Agreement** in any manner.

The parties mutually agree that if the Congress does not appropriate sufficient funds for the program, this **Agreement** shall be amended to reflect any reduction in funds.

The STATE has the option to invalidate the **Agreement** under the 30-day cancellation clause or to amend the **Agreement** to reflect any reduction in funds.

8. **REIMBURSEMENT**: STATE will reimburse LOCAL AGENCY, from funds made available to STATE by the Federal Government, an amount not to exceed **\$18,989.48** on a 50/50 matching funds basis, for the performance of specific projects and/or purchase of specific items identified in Proposed Project, Application for Funding, attached hereto. **Reimbursement will be only for those projects accomplished and/or items purchased between THE LAST SIGNATORY DATE ON PAGE 1 and JUNE 30, 2021.** This sum is the sole and maximum payment that STATE will make pursuant to this Agreement. **LOCAL AGENCY must bill STATE at the address specified in paragraph 11, with a postmark no later than September 1, 2021 in order to receive the funds.** The bill submitted by LOCAL AGENCY must clearly delineate the projects performed and/or items purchased. A vendor's invoice and proof of payment to vendor(s) must be included for items purchased.
9. **LIMITATIONS**: Expenditure of the funds distributed by STATE herein is subject to the same limitations as placed by the VFA, upon expenditure of United States Government Funds. Pursuant to Title 7 of the Code of Federal Regulations, Section 3016.32 subject to the obligations and conditions set forth in that section; title to any equipment and supplies acquired under this **Agreement** vests with the LOCAL AGENCY. For any equipment items over \$5,000, the federal government may retain a vested interest in accordance with paragraph 16 below.
10. **MATCHING FUNDS**: Any and all funds paid to LOCAL AGENCY under the terms of this **Agreement**, hereinafter referred to as "VFA Funds", shall be matched by LOCAL AGENCY on a dollar-for-dollar basis, for each project listed on attachment(s) hereto identified as "Proposed Project". No amount of unpaid "contributed" or "volunteer" labor or services shall be used or consigned in calculating the matching amount "actually spent" by LOCAL AGENCY.
LOCAL AGENCY shall not use VFA Funds as matching funds for other federal grants, including Department of Interior (USDI) Rural Fire Assistance grants, nor use funds from other federal grants, including USDI Rural Fire Assistance grants, as matching funds for VFA Funds.

- 11. ADDRESSES: The mailing addresses of the parties hereto, for all notices, billings, payments, repayments, or any other activity under the terms of the Agreement, are:

LOCAL AGENCY: _____

Attention: _____
Telephone Number(s): _____
FAX Number: _____
E-mail _____

**STATE: Department of Forestry and Fire Protection
Grants Management Unit, Attn: Megan Esfandiary
P. O. Box 944246
Sacramento, California 94244-2460
PHONE: (916) 894-9845**

- 12. PURPOSE: Any project to be funded hereunder must be intended to specifically assist LOCAL AGENCY to organize, train, and/or equip local firefighting forces in the aforementioned rural area and community to prevent or suppress fires which threaten life, resources, and/or improvements within the area of operation of LOCAL AGENCY.
- 13. COMBINING: In the event funds are paid for two or more separate, but closely related projects, the 50/50 cost-sharing formula will be applied to the total cost of such combined projects.
- 14. OVERRUNS: In the event that the total cost of a funded project exceeds the estimate of costs upon which this Agreement is made, LOCAL AGENCY may request additional funds to cover the **Agreement** share of the amount exceeded. However, there is no assurance that any such funds are, or may be, available for reimbursement. Any increase in funding will require an amendment.
- 15. UNDERRUNS: In the event that the total cost of a funded project is less than the estimate of costs upon which this **Agreement** is made, LOCAL AGENCY may request that additional eligible projects/items be approved by STATE for **Agreement** funding. However, there is no assurance that any such approval will be funded. Approval of additional projects/items, not listed on the Proposed Project application, made by STATE, will be in writing and will require an amendment.
- 16. FEDERAL INTEREST IN EQUIPMENT: The Federal Government has a vested interest in any item purchased with VFA funding in excess of \$5,000 regardless of the length of this **Agreement**, until such time as the fair market value is less than \$5,000. The VFA percentage used to purchase the equipment will be applied to the sale price and recovered for the Government during the sale. This percentage will remain the same even following depreciation. The Federal Government may not have to be reimbursed if the disposal sale amounts to a fair market value of less than \$5,000. LOCAL AGENCY will notify STATE of the disposal of such items.

17. EQUIPMENT INVENTORY: Any single item purchased in excess of \$5,000 will be assigned a VFA Property Number by the STATE. LOCAL AGENCY shall forward a copy of the purchase documents listing the item, brand, model, serial number, any LOCAL AGENCY property number assigned, and a LOCAL AGENCY contact and return address to STATE at the address specified in paragraph 11. The STATE will advise the LOCAL AGENCY contact of the VFA Property Number assigned.
18. AUDIT: LOCAL AGENCY agrees that the STATE, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this **Agreement**. LOCAL AGENCY agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. LOCAL AGENCY agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, LOCAL AGENCY agrees to include a similar right of the State of California to audit records and interview staff in any subcontract related to performance of this **Agreement**. (GC 8546.7, PCC 10115 et seq., CCR Title 2, Section 1896).
19. DISPUTES: In the event of any dispute over qualifying matching expenditures of LOCAL AGENCY, the dispute will be decided by STATE and its decision shall be final and binding.
20. INDEMNIFICATION: LOCAL AGENCY agrees to indemnify, defend, and save harmless, the STATE, its officers, agents, and employees, from any and all claims and losses, accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this **Agreement**, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by LOCAL AGENCY in the performance of this **Agreement**.
21. DRUG-FREE WORKPLACE REQUIREMENTS: LOCAL AGENCY will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
 - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;

- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed **Agreement** will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the **Agreement**.

Failure to comply with these requirements may result in suspension of payments under the **Agreement** or termination of the **Agreement** or both and LOCAL AGENCY may be ineligible for funding of any future State **Agreement** if the department determines that any of the following has occurred: (1) the LOCAL AGENCY has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

22. **TERM:** The term of the Agreement SHALL COMMENCE ON THE LAST SIGNATORY DATE ON PAGE 1 and continue through June 30, 2021.
23. **TERMINATION:** This **Agreement** may be terminated by either party giving 30 days written notice to the other party or provisions herein amended upon mutual consent of the parties hereto.
24. **AMENDMENTS:** No amendment or variation of the terms of this **Agreement** shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or **Agreement** not incorporated in the **Agreement** is binding on any of the parties.
25. **INDEPENDENT CONTRACTOR:** LOCAL AGENCY, and the agents and employees of LOCAL AGENCY, in the performance of this **Agreement**, shall act in an independent capacity and not as officers or employees or agents of the STATE or the Federal Government.



Agenda Transmittal

DATE: September 16, 2020

FROM: Jill Ritzman, General Manager

AGENDA ITEM #7: CALIFORNIA DROUGHT, WATER, PARKS, CLIMATE, COASTAL PROTECTION, AND OUTDOOR ACCESS FOR ALL ACT OF 2018 - PER CAPITA PROGRAM

RECOMMENDED ACTION: APPROVE RESOLUTION 2020-21 WHICH SERVES AS AN AUTHORIZING RESOLUTION FOR FUTURE APPLICATIONS FOR PER CAPITA GRANT FUNDS FROM CALIFORNIA DROUGHT, WATER, PARKS, CLIMATE, COASTAL PROTECTION, AND OUTDOOR ACCESS FOR ALL ACT OF 2018 (PROPOSITION 68)

Introduction

The California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018 (Proposition 68) was approved by California voters in June 2018. A component of Proposition 68 made funds available to local governments on a per capita basis for park rehabilitation, creation, and improvement projects. Cameron Park Community Services District (District) is receiving \$177,962. The State of California, Natural Resources Agency, Department of Parks and Recreation, Office of Grants and Local Services (OGALS) administers this grant program.

Park and Recreation Committee

The Parks and Recreation Committee supported this item to be forwarded to the Board for consideration, to initiate the process with the State Office of Grants and Local Assistance to receive Proposition 68 Per Capita Funds.

Discussion

Grant recipients are encouraged to use funding to rehabilitate existing infrastructure and to address deficiencies in neighborhoods lacking access to the outdoors. Eligible Projects include capital outlay projects for recreational purposes, either acquisition or

development. Grantees are encouraged to partner with other agencies on projects. Projects must be consistent with the park and recreation element of the grantee's general or recreation plan. For Cameron Park Community Services District, those documents include the 2015 Parks and Recreation Master Plan and the current proposed Park Improvement Plan 2020.

Projects not serving a "severely disadvantaged community" (median household income less than 60% of the statewide average) require a 20% match. Match funding cannot be State funds. Eligible match sources include:

- Federal funds,
- Local funds,
- Private funds,
- In-house employee services (not reimbursed by the grant),
- Volunteer labor.

The District will pass one Authorizing Resolution (Attachment 7A) for the filing of all project application packets. The District Board of Directors will approve the project application packets before submittal. The Resolution language is provided by the State and cannot be changed. The purpose of the Authorizing Resolution is to:

- Confirm that the District has the funding to complete, operate, and maintain projects associated with the contract.
- Designate a position title to represent the Governing Body as an Authorized Representative on all matters regarding projects associated with the contract.

A Deed Restriction must be recorded on the title to the property before OGALS will approve any grant payments. Projects must be completed by June 30, 2024.

Attachments:

7A – Resolution 2020-21

7B – Grant Process Overview

RESOLUTION No. 2020-21
of the Board of Directors
of the Cameron Park Community Services District
September 16, 2020

RESOLUTION APPROVING APPLICATION(S) FOR PER CAPITA GRANT FUNDS

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Per Capita Grant Program, setting up necessary procedures governing application(s); and

WHEREAS, said procedures established by the State Department of Parks and Recreation require the grantee's Governing Body to certify by resolution the approval of project application(s) before submission of said applications to the State; and

WHEREAS, the grantee will enter into a contract(s) with the State of California to complete project(s);

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

1. Approves the filing of project application(s) for Per Capita program grant project(s); and
2. Certifies that said grantee has or will have available, prior to commencement of project work utilizing Per Capita funding, sufficient funds to complete the project(s); and
3. Certifies that the grantee has or will have sufficient funds to operate and maintain the project(s), and
4. Certifies that all projects proposed will be consistent with the park and recreation element of the Cameron Park Community Services District general or recreation plan (PRC §80063(a)),and
5. Certifies that these funds will be used to supplement, not supplant, local revenues in existence as of June 5, 2018 (PRC §80062(d)), and
6. Certifies that it will comply with the provisions of §1771.5 of the State Labor Code, and

7. (PRC §80001(b)(8)(A-G)) To the extent practicable, as identified in the “Presidential Memorandum--Promoting Diversity and Inclusion in Our National Parks, National Forests, and Other Public Lands and Waters,” dated January 12, 2017, the Cameron Park Community Services District will consider a range of actions that include, but are not limited to, the following:
 - A. Conducting active outreach to diverse populations, particularly minority, low- income, and disabled populations and tribal communities, to increase awareness within those communities and the public generally about specific programs and opportunities.
 - B. Mentoring new environmental, outdoor recreation, and conservation leaders to increase diverse representation across these areas.
 - C. Creating new partnerships with state, local, tribal, private, and non-profit organizations to expand access for diverse populations.
 - D. Identifying and implementing improvements to existing programs to increase visitation and access by diverse populations, particularly minority, low-income, and disabled populations and tribal communities.
 - E. Expanding the use of multilingual and culturally appropriate materials in public communications and educational strategies, including through social media strategies, as appropriate, that target diverse populations.
 - F. Developing or expanding coordinated efforts to promote youth engagement and empowerment, including fostering new partnerships with diversity-serving and youth-serving organizations, urban areas, and programs.
 - G. Identifying possible staff liaisons to diverse populations.
8. Agrees that to the extent practicable, the project(s) will provide workforce education and training, contractor and job opportunities for disadvantaged communities (PRC §80001(b)(5)).
9. Certifies that the grantee shall not reduce the amount of funding otherwise available to be spent on parks or other projects eligible for funds under this division in its jurisdiction. A one-time allocation of other funding that has been expended for parks or other projects, but which is not available on an ongoing basis, shall not be considered when calculating a recipient’s annual expenditures. (PRC §80062(d)).

10. Certifies that the grantee has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Procedural Guide; and
11. Delegates the authority to the General Manager, or designee to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the grant scope(s); and
12. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.

PASSED AND ADOPTED by the Board of Directors of the Cameron Park Community Services District, at a regular scheduled meeting, held on the 16th day of September, 2020, by the following roll call vote of said Board.

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Director Monique Scobey, President
Board of Directors

Jill Ritzman, General Manager
Secretary to the Board

Grant Process Overview

The GRANT PERFORMANCE PERIOD is shown on the contract. Visit OGALS' [Per Capita webpage](http://www.parks.ca.gov/percapita) at www.parks.ca.gov/percapita for deadlines and current information on each step in the process listed below.

1. **OGALS Mandatory Grant Administration Workshops** will be held statewide. All recipients are required to attend.
2. **Resolution:** GRANTEE passes one resolution approving the filing of *all* applications associated with the contract, and provides a copy to OGALS.
3. **APPLICATION PACKET(s):** The GRANTEE defines the PROJECT SCOPE(s) and amount of GRANT funds needed for each PROJECT. As PROJECTS are identified, the GRANTEE submits individual APPLICATION PACKET(s) to OGALS. OGALS reviews each APPLICATION PACKET and sends a letter of approval to the GRANTEE or requests additional information.
4. **Contract:** OGALS sends a contract to the GRANTEE once the OGALS has received and approved APPLICATION PACKET(S) equaling the total contract amount.
 - a. The contract section, beginning on page 42, includes a sample contract.
 - b. The GRANTEE must return the contract signed by the AUTHORIZED REPRESENTATIVE to OGALS.
 - c. OGALS returns a copy of the fully executed contract to the GRANTEE.
5. **Payments and end of GRANT PERFORMANCE PERIOD:** GRANTEE requests payments for eligible costs. The grant payments section, beginning on page 33, provides payment request instructions and forms.
 - a. The GRANTEE may request payments after each PROJECT is approved by OGALS.
 - b. The GRANTEE completes PROJECT SCOPE(s).
 - c. The GRANTEE sends PROJECT COMPLETION PACKET(s) to OGALS.
 - d. OGALS processes the final payment request after each PROJECT is complete as documented by the GRANTEE in the PROJECT COMPLETION PACKET, and as verified by OGALS by conducting a site inspection.
6. **Accounting and Audit:** DPR's Audits Office may conduct an audit. The GRANTEE is required to retain all PROJECT records, including source documentation with original signatures, for five years following issuance of the final GRANT payment or PROJECT termination, whichever is later. The Accounting and Audit Section, beginning on page 48, provides directions and an Audit Checklist for DPR audit and accounting requirements.



Agenda Transmittal

DATE: September 16, 2020

FROM: Jill Ritzman, General Manager

AGENDA ITEM #8: CARES FUNDING AGREEMENT

RECOMMENDED ACTION: APPROVE RESOLUTION 2020-22 FOR SUB-RECIPIENT AGREEMENT FOR CORONAVIRUS RELIEF FUNDS (CARES FUNDING)

Background

El Dorado County received \$19 million in CARES funding to assist with COVID related expenses, and chose to share this funding with local agencies also affected by the pandemic. Staff submitted four project proposals and two of the projects were approved for funding.

Budget and Administration Committee

The Budget and Administration Committee supported this item coming to the Board for consideration.

Discussion

El Dorado County is funding the following items with CARES funding:

25% FEMA match	\$1,776
Sick leave funding	\$5,000
<i>Total Funds Received</i>	<i>\$6,776</i>

A Sub-Recipient Agreement for Coronavirus Relief Funds between the County and District will authorize the grant (Attachment 8A).

Attachments:

8A – Subrecipient Agreement for Coronavirus Relief Funds

8B – Resolution 2020-22

**SUBRECIPIENT AGREEMENT
FOR
CORONAVIRUS RELIEF FUNDS**

SUBAWARD INFORMATION

The following information is provided pursuant to 2 C.F.R. 200.331(a)(1):

1. Subrecipient's name (must match the name associated with its unique entity identifier): Cameron Park Community Services District
2. Subrecipient's unique entity identifier (DUNS): _____
3. Subaward Period of Performance Start and End Date: July 1, 2020, through December 30, 2020.
4. Total Amount of Federal Funds allocated to the Subrecipient: \$6,776

5. Federal Award Program Description:

County has received Coronavirus Relief Funds pursuant to the CARES Act, a portion of which it has chosen to allocate in the collaboration, and desires to provide a portion of its CRF funding to aid other local agencies and community organizations in addressing the impacts of the COVID-19 Public Health Emergency.

6. Name of Federal Awarding Agency: U.S. Department of the Treasury
7. Name of pass-through entity: El Dorado County, CA
8. Contract Administrator and County Officer responsible for administering this Agreement: Don Ashton, Chief Administrative Officer
9. Award is for Research & Development (R&D): NO

This Agreement made and entered by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and Cameron Park Community Services District, whose principal place of business is 2502 Country Club Drive, Cameron Park, CA 95682, (hereinafter referred to as "Subrecipient");

WHEREAS, on March 13, 2020, the President of the United States issued a Proclamation on Declaring a National Public Health Emergency as a result of the COVID-19 outbreak; and

WHEREAS, on March 27, 2020, the President of the United States signed into law the Coronavirus Aid, Relief, and Economic Security Act (the "CARES Act"); and

WHEREAS, the CARES Act established the Coronavirus Relief Fund ("CRF"), which provides aid to certain eligible local governments to address necessary expenditures due to the COVID-19 Public Health Emergency; and

WHEREAS, County qualified as an eligible local government and received CRF funding from the U.S Department of Treasury; and

WHEREAS, County acknowledges that the economic impacts of COVID-19 are widespread and County, through the spirit of collaboration, desires to provide a portion of its CRF funding to aid other local agencies and community organizations in addressing the impacts of the COVID-19 Public Health Emergency; and

WHEREAS, Section 601(d) of the Social Security Act, as added by section 5001 of the CARES Act, requires that units of local government use the funds received to cover only those costs that (1) are necessary expenditures incurred due to the public health emergency with respect to the COVID-19; (2) were not accounted for in the budget most recently approved as of March 27, 2020, (the date of enactment of the CARES Act) for the state or local government; and (3) were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020; and

WHEREAS, in order to provide funds for Subrecipient to pay necessary expenditures it has incurred or will incur due to the COVID-19 public health emergency, the Parties have agreed that County, in its sole and absolute discretion, may reimburse Subrecipient for eligible expenses as provided herein.

NOW, THEREFORE, the Parties mutually agree as follows:

I. AGREEMENT TERM

This Agreement shall become effective on the date of execution, and end on December 30, 2020 (the "Initial Term").

This Agreement may be extended beyond the Initial Term only upon the written approval of both Parties, provided, however, that all terms and conditions of this Agreement shall remain in full force and effect unless this Agreement is specifically amended. County, in its sole and absolute discretion, may terminate this Agreement at any time.

II. ACTIVITIES & ELIGIBLE EXPENSES

A. Activities

Subrecipient shall be responsible for administering all COVID-19 response activities in a manner satisfactory to County and consistent with any standards required as a condition of providing these funds. Allowable activities must be directly tied to response and recovery efforts related to COVID-19 and must be allowable pursuant to the CRF requirements.

B. Eligible Expenses

Subrecipient shall use all funding received under this Agreement for those purposes defined in Attachment A, "Eligible Expenses." Failure of Subrecipient to comply with the provisions of this Agreement, including non-compliance with 2 C.F.R. 200, may result in expenses being disallowed, withholding of federal funds, and/or termination of this Agreement.

III. NOTICES

Notices to County as required by this Agreement shall be delivered in writing, via email and addressed to County as set forth below. Notices to Subrecipient as required by this Agreement shall be in writing, via email and addressed to Subrecipient as set forth below. All such notices shall also be deemed duly given if personally delivered, or if deposited in the United States Mail, registered or certified return receipt requested.

For County: Don Ashton, Chief Administrative Officer
Address: 330 Fair Lane, Placerville
Email: don.ashton@edcgov.us

For Subrecipient: Jill Ritzman, General Manager
Address: 2502 Country Club Drive, Cameron Park, CA 95682
Email: jritzman@cameronpark.org

IV. TERMS & CONDITIONS

The following requirements are applicable to all activities undertaken with CRF funds.

A. Compliance with State and Local Requirements

Subrecipient acknowledges that this Agreement requires compliance with the regulations of the State of California and with all applicable state and local orders, laws, regulations, rules, policies, and certifications governing any activities undertaken during the performance of this Agreement.

B. Compliance with Federal Requirements

Subrecipient acknowledges that Eligible Expenses funded or reimbursed by County to Subrecipient are not considered to be grants but are “other financial assistance” under 2 C.F.R. 200.40. This Agreement requires compliance with certain provisions of Title 2 C.F.R. 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Subrecipient agrees to comply with all applicable federal laws, regulations, and policies governing the funds provided under this Agreement. Subrecipient further agrees to utilize available funds under this Agreement to supplement rather than supplant funds otherwise available.

During the performance of this Agreement, the Subrecipient shall comply with all applicable federal laws and regulations, including, but not limited to, the following:

- Fund payments are considered to be federal financial assistance subject to the Single Audit Act (31 U.S.C. 7501-7507).
- Subrecipients are subject to a single audit or program specific audit pursuant to 2 C.F.R. 200.501(a) when Subrecipient spends \$750,000 or more in federal awards during their fiscal year.
- Fund payments are subject to 2 C.F.R. 200.303 regarding internal controls.
- Fund payments are subject to 2 C.F.R. 200.330 through 200.332 regarding subrecipient monitoring and management.
- Fund payments are subject to Subpart F regarding audit requirements.

Subcontracts, if any, shall contain a provision making them subject to all of the provisions stipulated in this Agreement, including but not limited to 2 C.F.R. 200.303, 2 C.F.R. 200.330-332, 2 C.F.R. 200.501(a), and 2 C.F.R. Part 200 Subpart F.

With respect to any conflict between such federal requirements and the terms of this Agreement and/or the provisions of state law and except as otherwise required under federal law or regulation, the more stringent requirement shall control.

C. Hold Harmless

Subrecipient shall hold harmless, release, and defend County from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient’s performance or nonperformance of the services or subject matter called for in this Agreement.

D. Indemnification

Subrecipient shall indemnify County, its officers, agents, employees, and the federal awarding agency, from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Subrecipient and/or its agents, employees or sub-contractors, excepting only loss, injury or damage determined to be solely caused by the gross negligence or willful misconduct of personnel employed by County. It is the intent of the Parties to this Agreement to provide the broadest possible indemnification for County. Subrecipient shall reimburse County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which Subrecipient is obligated to indemnify, defend and hold harmless County under this Agreement.

E. Misrepresentations & Noncompliance

Subrecipient hereby asserts, certifies and reaffirms that all representations and other information contained in Subrecipient's application, request for funding, or request for reimbursement are true, correct and complete, to the best of Subrecipient's knowledge, as of the date of this Agreement. Subrecipient acknowledges that all such representations and information have been relied on by County to provide the funding under this Agreement.

Subrecipient shall promptly notify County, in writing, of the occurrence of any event or any material change in circumstances which would make any Subrecipient representation or information untrue or incorrect or otherwise impair Subrecipient's ability to fulfill Subrecipient's obligations under this Agreement.

F. Workers' Compensation

Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

G. Insurance

Subrecipient shall carry sufficient insurance coverage to protect any funds provided to Subrecipient under this Agreement from loss due to theft, fraud and/or undue physical damage. Subrecipients that are self-insured shall maintain excess coverage over and above its self-insured retention limits.

H. Amendments

This Agreement may be amended at any time only by a written instrument signed by both Parties. Such amendments shall not invalidate this Agreement, nor relieve or release either Party from its obligations under this Agreement. County may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts. If such amendments result in a change in the funding, the scope of services, or schedule

of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Parties.

I. Suspension or Termination

County may suspend or terminate this Agreement if Subrecipient materially fails to comply with any terms of this Agreement, which include, but are not limited to, the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and Federal awarding agency guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Subrecipient to County reports that are incorrect or incomplete in any material respect.

J. Program Fraud & False or Fraudulent Statements or Related Acts

Subrecipient and any subcontractors must comply with 31 U.S.C. Chapter 38, Administrative Remedies for False Claims and Statements, which shall apply to the activities and actions of Subrecipient and any subcontractors pertaining to any matter resulting from a contract.

K. Debarment / Suspension and Voluntary Exclusion

1. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension).
2. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. A contract award must not be made to parties listed in the Systems of Award Management ("SAM") Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov.

- L. Governing Law and Venue. This Agreement shall be interpreted under, and governed by, the laws of the State of California, without regard to conflicts of laws principles. Any claim, suit, action, or proceeding brought in connection with this Agreement shall be in the Superior Court of County and each party hereby irrevocably consents to the personal and subject matter jurisdiction of such court and waives any claim that such court does not constitute a convenient and appropriate venue for such claims, suits, actions, or proceedings.

V. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

Subrecipient agrees to comply with and agrees to adhere to appropriate accounting principles and procedures, utilize adequate internal controls, and maintain necessary source documentation for all Eligible Expenses.

B. Duplication of Benefits; Subrogation

Subrecipient shall not carry out any of the activities under this Agreement in a manner that results in a prohibited duplication of benefits as defined by Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5155) and in accordance with Section 1210 of the Disaster Recovery Reform Act of 2018 (division D of Public Law 115–254; 132 Stat. 3442), which amended section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5155).

If Subrecipient receives duplicate benefits from another source, Subrecipient must refund the benefits provided by County to County.

Subrecipient must execute and deliver a Duplication of Benefits and Subrogation Agreement (“Duplication of Benefits Certification”), in the form attached hereto as Attachment B. Subrecipient shall comply with all terms and conditions of the Duplication of Benefits Certification, including, without limitation, Subrecipient’s obligation to promptly notify County of any disaster assistance received from any other source.

C. Documentation & Recordkeeping

As required by 2 C.F.R. 200.331(a)(5), County, or any duly authorized representative of County, shall have the right of access to any records, documents, financial statements, papers, or other records of Subrecipient that are pertinent to this Agreement, in order to comply with any audits pertaining to funds allocated to Subrecipient under this Agreement. The right of access also includes timely and reasonable access to Subrecipient's personnel for the purpose of interview and discussion related to such documents. The right of access is not

limited to the required retention period, as set forth in paragraph D below, but lasts as long as the records are retained.

D. Record Retention

Subrecipient shall retain sufficient records, which may include, but are not limited to, financial records, supporting documents, statistical records, and all other Subrecipient records pertinent to the Agreement to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of three (3) years from the date of submission of the final expenditure report.

E. Internal Controls

Subrecipient must comply with 2 C.F.R. 200.303 and establish and maintain effective internal control over the funds allocated under this Agreement and provide reasonable assurance that the Subrecipient is managing the award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in “Standards for Internal Control in the Federal Government” issued by the Comptroller General of the United States or the “Internal Control Integrated Framework” issued by the Committee of Sponsoring Organizations of the Treadway Commission.

F. Personally Identifiable Information

Subrecipient must comply with 2 C.F.R. 200.303(e) and take reasonable measures to safeguard protected personally identifiable information, as defined in 2 C.F.R. 200.82, and other information designated as sensitive or the Subrecipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

G. Monitoring & Compliance

County shall evaluate the Subrecipient’s risk of noncompliance and monitor the activities of Subrecipient as necessary to ensure that the CRF funds are used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of this Agreement. Monitoring of Subrecipient shall include reviewing invoices for eligible expenses, reviewing payroll logs, applicable contracts and other documentation that may be requested by the County to substantiate eligible expenses. Failure to submit proper documentation verifying eligible expenses may result in termination of this agreement and recoument of awarded funds from the Subrecipient.

County shall verify that Subrecipient is audited as required by 2 C.F.R. Part 200 Subpart F—Audit Requirements. County may take enforcement action against

noncompliant Subrecipient as described in 2 C.F.R. 200.338 Remedies for noncompliance of this part and in program regulations

H. Close-Outs

Subrecipient shall close-out its use of funds under this Agreement by complying with the closeout procedures set forth in 2 C.F.R. 200.343 and the procedures described below. Subrecipient's obligation to County will not terminate until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to:

Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that Subrecipient has control over funding provided under this Agreement

I. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to County, the Federal awarding agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be resolved by Subrecipient within 30 days after notice of such deficiencies by the Subrecipient. Failure of Subrecipient to comply with the audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.

If Subrecipient expends \$750,000 or more in total federal assistance (all programs) in a single year, must have an audit conducted of Coronavirus Relief Funds in accordance with 2 C.F.R. Part 200, Subpart F—Audit Requirements. Subrecipient shall submit a copy of that audit to County.

Subrecipients who do not meet the Single Audit threshold are required to have a program-specific Coronavirus Relief Funds audit conducted in accordance with § 200.507 - Program-Specific Audits and may be required to submit such copy of that audit to County.

Issues arising out of noncompliance identified in a Single or Program-Specific Coronavirus Relief Funds audit are to receive priority status of remediation or possible return of all funds to County.

J. Payment & Reporting Procedures

1. Payment Procedures for Advance Payments

Within forty-five (45) days following execution of this Agreement, County shall advance funds in the amount of \$6,776 to Subrecipient for eligible expenses as defined in Attachment A.

Subrecipients shall maintain a financial file with copies of backup documentation for all paid eligible expenditures made by the Subrecipient during the eligible period.

2. Reporting Procedures for Advance Payments

Subrecipient shall provide monthly reports detailing expenditures of advanced funds. Reports shall be due the last day of the month following the month for which expenditures are being reported. For example, the report of expenditures during the month of September would be due by October 31. Such reports shall include sufficient information to demonstrate that each expense is eligible for CRF funding. Such reporting may include documentation of invoices, submission of payroll logs, proof of contracts, etc., to substantiate eligible expenses. Failure to submit proper documentation verifying eligible expenses may result in termination of this agreement and recoupment of awarded funds from the Subrecipient.

3. Payment Procedures for Reimbursement of Eligible Expenses

Subrecipient shall submit a request for reimbursement which shall include a detailed description of the eligible expenses to be reimbursed, along with proof of receipt of subject goods and/or services and proof of payment therefor. Payment shall be made within forty-five (45) days following County's receipt and approval of such request.

Requests for reimbursement must be submitted via email to sue.hennike@edcgov.us, with a copy to tara.stout@edcgov.us. Incomplete requests may result in a delay in approval and funding of requests.

All CRF funds not expended by Subrecipient must be returned to County by December 30, 2020, in compliance with the Close-Out Procedures contained in this Agreement.

VI. Personnel & Participation Conditions

1. Hatch Act

Subrecipient must comply with provisions of the Hatch Act of 1939 (Chapter 15 of Title V of the U.S.C.) limiting the political activities of public employees, as it relates to the programs funded.

2. Conflict of Interest

The Subrecipient shall maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a

contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

VII. ATTACHMENTS

All attachments to this Agreement are incorporated as if set out fully. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

This Agreement contains the following attachments:

- Attachment A – Eligible Expenses
- Attachment B – Duplication of Benefits Certification

VII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

VIII. WAIVER

County's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of County to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

IX. CERTIFICATION

The Subrecipient hereby certifies that they have the authority and approval from the governing body to execute this Agreement and request reimbursement from County from the allocation of the Coronavirus Relief Fund provided to County for eligible expenditures. The Subrecipient further certifies the funds received for reimbursement from the Coronavirus Relief Funds were or will be used only to cover those costs that:

- A. Are *necessary expenditures* incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
- B. Were not accounted for in the budget most recently approved as of March 27, 2020; and

- C. were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.

Subrecipient understands any award of funds pursuant to this agreement must adhere to official federal guidance issued or to be issued on what constitutes a necessary expenditure and that the Subrecipient has reviewed the guidance established by U.S. Department of the Treasury and certify costs meet the required guidance. Any funds expended by the Subrecipient or its subcontractor(s) in any manner that does not adhere to official federal guidance shall be returned to County.

Subrecipient agrees that they will retain documentation of all uses of the funds, including, but not limited to, invoices and/or sales receipts in a manner consistent with §200.333 *Retention requirements for records* of 2 CFR Part 200 *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

Subrecipient understands any funds provided pursuant to this agreement cannot be used as a revenue replacement for lower than expected tax or other revenue collections and cannot be used for expenditures for which the Subrecipient has received any other emergency COVID-19 supplemental funding (whether state, federal or private in nature) for that same expense.

X. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Parties relating to County's allocation of CRF funding to Subrecipient. This Agreement is subject to availability of Federal assistance under the Coronavirus Relief Funds as authorized under the CARES Act. County has no legal requirement to provide funding to any Subrecipient.

VI. SIGNATURE AUTHORITY

The following specific officers/officials, or their authorized designees, are required to sign this Agreement on behalf of the Subrecipient. Note: If this Agreement is signed by a designee, a duly authenticated delegation of authority evidencing the signer's authority to execute the Agreement for and on behalf of the Subrecipient must be attached to the Agreement for review by County.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement on the dates hereafter set forth below.

-- COUNTY OF EL DORADO --

By: _____

Dated: _____

Don Ashton
Chief Administrative Officer
"County"

-- SUBRECIPIENT --

By: _____

Dated: _____

Jill Ritzman
General Manager
"Subrecipient"

ATTACHMENT A – ELIGIBLE EXPENSES

Eligible expenses are subject to approval by El Dorado County and are contingent on allowability under the respective funding sources. Eligible expenses are those incurred for response and recovery activities as a result of a declared emergency. El Dorado County will review all expenses submitted for reimbursement. Reimbursement shall only be made for eligible expenses that are directly tied to response and recovery activities related to COVID-19. Expenses must be allowable pursuant to the Federal agency award requirements. Expenses listed below are nonexclusive, and additional Federal funding sources may include additional eligible expenses.

Eligible Coronavirus Relief Fund (CRF) Expenses

The CARES Act requires that the payments from the Coronavirus Relief Fund only be used to cover expenses that—

- Are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
- Were not accounted for in the budget most recently approved as of March 27, 2020, (the date of enactment of the CARES Act) for the State or government; and
- Were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.

Eligible expenditures include, but are not limited to, payment for:

- Medical expenses such as:
 - COVID-19-related expenses of public hospitals, clinics, and similar facilities.
 - Expenses of establishing temporary public medical facilities and other measures to increase.
 - COVID-19 treatment capacity, including related construction costs.
 - Costs of providing COVID-19 testing, including serological testing.
 - Emergency medical response expenses, including emergency medical transportation, related to COVID-19.
 - Expenses for establishing and operating public telemedicine capabilities for COVID-19- related treatment.
- Public health expenses such as:
 - Expenses for communication and enforcement by State, territorial, local, and Tribal governments of public health orders related to COVID-19.
 - Expenses for acquisition and distribution of medical and protective supplies, including sanitizing products and personal protective equipment, for medical personnel, police officers, social workers, child protection services, and child welfare officers, direct service providers for older adults and individuals with disabilities in community

settings, and other public health or safety workers in connection with the COVID-19 public health emergency.

- Expenses for disinfection of public areas and other facilities, e.g., nursing homes, in response to the COVID-19 public health emergency.
- Expenses for technical assistance to local authorities or other entities on mitigation of COVID-19- related threats to public health and safety.
- Expenses for public safety measures undertaken in response to COVID-19.
- Expenses for quarantining individuals.
- Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID19 public health emergency.
- Expenses of actions to facilitate compliance with COVID-19-related public health measures, such as:
 - Expenses for food delivery to residents, including, for example, senior citizens and other vulnerable populations, to enable compliance with COVID-19 public health precautions.
 - Expenses to facilitate distance learning, including technological improvements, in connection with school closings to enable compliance with COVID-19 precautions.
 - Expenses to improve telework capabilities for public employees to enable compliance with COVID-19 public health precautions.
 - Expenses of providing paid sick and paid family and medical leave to public employees to enable compliance with COVID-19 public health precautions.
 - COVID-19-related expenses of maintaining state prisons and county jails, including as relates to sanitation and improvement of social distancing measures, to enable compliance with COVID-19 public health precautions.
 - Expenses for care for homeless populations provided to mitigate COVID-19 effects and enable compliance with COVID-19 public health precautions.
- Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency, such as:
 - Expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures.
 - Expenditures related to a State, territorial, local, or Tribal government payroll support program.
 - Unemployment insurance costs related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.

- Any other COVID-19-related expenses reasonably necessary to the function of government that satisfy the Fund's eligibility criteria, excluding costs associated in conducting Coronavirus Relief Fund Single or Program-Specific audits.

ATTACHMENT B – DUPLICATION OF BENEFITS CERTIFICATION

In consideration of Subrecipient’s receipt of funds or the commitment of funds by County, Subrecipient hereby assigns to County all of Subrecipient’s future rights to reimbursement and all payments received from any grant, subsidized loan, or insurance policies or coverage or any other reimbursement or relief program related to or administered by the Federal Emergency Management Agency, the Small Business Administration or any other source of funding that were the basis of the calculation of the portion of the Coronavirus Relief Funding transferred to the Subrecipient under the Subrecipient Agreement for Coronavirus Relief Funds Agreement entered into by and between County and Subrecipient. Any such funds received by Subrecipient shall be referred to herein as “additional funds.”

Additional funds received by Subrecipient that that are determined to be a Duplication of Benefits (“DOB”) shall be referred to herein as “DOB Funds.” Subrecipient agrees to immediately notify County of the source and receipt of additional funds related to the COVID-19 pandemic. County shall notify the Federal awarding agency of the additional funding reported by Subrecipient to County. Subrecipient agrees to reimburse County for any additional funding received by the Subrecipient if such additional funding is determined to be a DOB by County, the Federal awarding agency or an auditing agency. Subrecipient further agrees to apply for additional funds that the Subrecipient may be entitled to under any applicable Disaster Program in an effort to maximize funding sources available to the Subrecipient and County.

Subrecipient acknowledges that in the event that Subrecipient makes or files any false, misleading, or fraudulent statement and/or omits or fails to disclose any material fact in connection with the funding under this Agreement, Subrecipient may be subject to civil and/or criminal prosecution by federal, State and/or local authorities. In any proceeding to enforce this Agreement, the Grantee shall be entitled to recover all costs of enforcement, including actual attorney’s fees.

Subrecipient: _____

Signed: _____ Its Duly Authorized Agent

Printed Name: _____

Title: _____ Date: _____

**RESOLUTION No. 2020-22
of the Board of Directors of the
Cameron Park Community Services District
September 16, 2020**

**RESOLUTION APPROVING SUBRECIPIENT AGREEMENT
FOR CORONAVIRUS RELIEF FUNDS BETWEEN
EL DORADO COUNTY AND
CAMERON PARK COMMUNITY SERVICES DISTRICT**

WHEREAS, on March 13, 2020, the President of the United States issued a Proclamation on Declaring a National Public Health Emergency as a result of the COVID-19 outbreak; and

WHEREAS, the CARES Act established the Coronavirus Relief Fund (“CRF”), which provides aid to certain eligible local governments to address necessary expenditures due to the COVID-19 Public Health Emergency; and

WHEREAS, County acknowledges that the economic impacts of COVID-19 are widespread and County, through the spirit of collaboration, desires to provide a portion of its CRF funding to aid other local agencies and community organizations in addressing the impacts of the COVID-19 Public Health Emergency; and

WHEREAS, in order to provide funds for Sub-Recipient to pay necessary expenditures it has incurred or will incur due to the COVID-19 public health emergency, the Parties have agreed that County, in its sole and absolute discretion, may reimburse Sub-Recipient for eligible expenses as provided herein.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Cameron Park Community Services District, El Dorado County, California, as follows:

1. Approve the Sub-Recipient Agreement between El Dorado County and Cameron Park Community Services District; and
2. Authorize the General Manager to execute the Agreement.

Attachment 8B

PASSED AND ADOPTED this 16^h day of September 2020, by the following vote of said Board:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Director Monique Scobey, President
Board of Directors

Jill Ritzman, General Manager
Secretary to the Board



Agenda Transmittal

DATE: September 16, 2020

FROM: Jill Ritzman, General Manager

AGENDA ITEM #9: **CATEGORICAL EXEMPTION, CAMERON PARK HAZARDOUS FUEL REDUCTION PROJECT**

RECOMMENDED ACTION: **APPROVE RESOLUTION 2020-23 APPROVING CATEGORICAL EXEMPTION FOR HAZARDOUS FUEL REDUCTION PROJECT**

Background

The State of California requires compliance with California Environmental Quality Act (CEQA) and its guidelines for discretionary projects being performed by a public agency. While the Hazardous Fuel Reduction Project, funded by the California Climate Investment (CCI) grant, is extremely important to protect residents in Cameron Park, it is considered a discretionary project. Staff deemed it best to seek environmental review of the proposed project.

Cameron Park Community Services District (District) is considered the lead agency for approval of the environmental document, because these projects will be taking place on District properties.

Fire Committee

Fire Committee and staff discussed the environmental document and the Hazardous Fuel Reduction project, and the Committee supported forwarding the Categorical Exemption to the Board of Directors for approval.

Discussion

The District contracted with the El Dorado Resource Conservation District (RCD) to conduct the review consistent with CEQA guidelines, to be funded by the CCI grant.

RCD concluded that the Hazardous Fuel Reduction Project is exempt from CEQA; therefore, a Notice of Exemption is prepared for consideration by the Board of Directors.

The Notice of Exemption was prepared because the project involves *minor alteration of vegetation, including fuel management activities to reduce the volume of flammable vegetation. The activities do not result in the taking of endangered, rare, or threatened plant or animal species or significant erosion and sedimentation of surface waters. According to the Department of Fish and Game's Natural Diversity Database, listed plants or animal species affected by the project will be protected through avoidance.*

RCD determined that there will be no impact to historic or cultural resources due to lack of ground disturbance. Once the Board of Directors approves the Notice of Exemption, the document will be sent to the County Board of Supervisors for approval.

Attachments:

9A – Notice of Exemption - Categorical Exemption

9B – Resolution 2020-23

NOTICE OF EXEMPTION

PROJECT TITLE	Cameron Park Hazardous Fuel Reduction		
PROJECT LOCATION	Clarksville and Shingle Springs USGS 7.5-minute Quadrangles, MDBM Township 10 North, Range 9 East, Sections 21, 28, 29 and 33 Township 9 North, Range 9 East, Sections 3, 4 and 5 It is approximately 28 miles east of Sacramento via Highway 50. See attached map.	COUNTY	El Dorado
LEAD AGENCY	Cameron Park Community Services District		
CONTACT	Jill Ritzman	PHONE	530-350-4651
ADDRESS	2502 Country Club Drive. Cameron Park, CA 95682		

PROJECT DESCRIPTION: The Cameron Park Community Services District (District) received funding from the State of California Department of Forestry and Fire protection (CAL FIRE) - Fire Prevention Grant Program (Agreement #5GG18101) to implement activities to reduce fire hazard and fuel loads on seven sites including 10 Assessors Parcels (see Attachment 1). These parcels are public open space or parkland and altogether total 107 +/- acres. Excluding lake surface area and parkland, the area proposed for treatment equate to 52 +/- acres.

Treatment prescriptions are determined for a given stand or unit based on site characteristics, proximity to residences and infrastructure, slope, and the presence of sensitive resources. Treatments include hand crews using hand tools to reduce vegetative cover. Material will be chipped on-site. The project would incorporate design features to avoid or minimize impacts to cultural sites, sensitive plant and wildlife species, and special habitats, such as wetlands or riparian areas. Such design features may include avoidance and specially designed treatments. Best management practices would be implemented to avoid air quality impacts from smoke, dust, and fumes, impacts of noise on sensitive receptors, and impacts to water quality and hydrology.

EXEMPTION STATUS

- Categorical Exemption Type/Section: Class 4; §15304 Minor Alterations to Land
- Statutory Exemption (state code section):
- Ministerial (§21080(b)(1); 15268)
- Declared Emergency (§21080(b)(3); 15269(a))
- Emergency Project (§21080(b)(4); 15269(b)(c))

REASONS PROJECT IS EXEMPT

Project involves minor alteration of vegetation, including fuel management activities to reduce the volume of flammable vegetation. The activities do not result in the taking of endangered, rare, or threatened plant or animal species or significant erosion and sedimentation of surface waters. According to the Department of Fish and game's Natural Diversity Database, listed plants or animal species affected by the project will be protected through avoidance. There will be no impact to historic or cultural resources due to lack of ground disturbance.

DATE RECEIVED FOR FILING

Jill Ritzman, General Manager Date

RESOLUTION No. 2020-23
of the Board of Directors of the
Cameron Park Community Services District
September 16, 2020

RESOLUTION APPROVING CATEGORICAL EXEMPTION
FOR HAZARDOUS FUEL REDUCTION PROJECTS

WHEREAS, Cameron Park Community Services District (District) was awarded funds from the California Climate Investment Grant to mitigate fire risks in Cameron Park through projects and education; and

WHEREAS, a Hazardous Fuel Reduction Project will remove fire fuels from public lands and District properties within the District boundaries; and

WHEREAS, State of California grant guidelines requires compliance with California Environmental Quality Act (CEQA) and its guidelines for discretionary projects being performed by a public agency, and the Hazardous Fuel Reduction Project is considered a discretionary project; and

WHEREAS, El Dorado Resource Conservation District (RCD) conducted the review consistent with California Environmental Quality Act (CEQA) guidelines, and concluded that the Hazardous Fuel Reduction Project is exempt from CEQA; therefore, a Notice of Exemption – Categorical Exemption is prepared for consideration by the Board of Directors.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Cameron Park Community Services District, El Dorado County, California, approves the Notice of Exemption - Categorical Exemption for the Hazardous Fuel Reduction Project.

PASSED AND ADOPTED this 16th day of September 2020, by the following vote of said Board:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Director Monique Scobey, President
Board of Directors

Jill Ritzman, General Manager
Secretary to the Board



Agenda Transmittal

DATE: September 16, 2020

FROM: Jill Ritzman, General Manager
Mike Grassle, Parks Superintendent

AGENDA ITEM #11: **PARK IMPROVEMENT PLAN AND PRIORITY PROJECTS**

RECOMMENDED ACTION: **APPROVE THE PARK IMPROVEMENT PLAN AND PRIORITY PROJECTS**

Background

In 2014, the Cameron Park Community Services District Board of Directors approved the Parks and Recreation Master Plan. In 2019, staff began discussions with the Parks and Recreation Committee (Committee) about park and recreation needs in the District's park system and in the community. These discussions were initiated due to the available funds from the Park Development Impact Fees and future funds available from Proposition 68. In May, June and August 2019, the Committee brainstormed and prioritized park improvement ideas. In February 2020, staff executed a contract with Callander Associates Landscape Architects (CALA) to develop a Park Improvement Plan that outlines specific park improvements, expanding on the 2014 Parks and Recreation Master Plan and the Committee's work in 2019.

Parks and Recreation Committee

The Parks and Recreation Committee (Committee) worked thoughtfully and diligently to provide a Park Improvement Plan for consideration by the Board of Directors, and strongly urges the Board to consider their recommendations for park improvements, strategies and priorities.

Discussion

The Committee worked for four months May through August 2020 on the Park Improvement Plan.

- May 4: Discussed Draft Park Improvement Plan and a survey to collect community input.
- July 6: Reviewed survey results and made changes to the Park Improvement Plans. Discussed funding strategies, estimated construction costs and recommended priorities.
- August 3: Reviewed the Final Draft Park Improvement Plan and discussed priorities and big picture strategies for implementation.
- August 31: Received and discussed staff Sports Field Rehabilitation project information.

Park Improvement Plan

The proposed Park Improvement Plan (Attachment 11A) includes recommendations for improvements at seven park sites: Cameron Park Lake, Rasmussen, Gateway, Dunbar, David West, Christa McAuliffe, and Royal Oaks. No improvements are proposed for Hacienda Park. Sandpiper Park, due to its topography, is not recommended for park development and could be considered surplus property. The Final Plan considers Committee and community feedback, and is intended to be a timeless document to guide future park development projects and pursuit of grants.

Staff researched costs to renovate the sports fields at Christa McAuliffe, Rasmussen, and David West Park. The District's sports fields are weedy, have an uneven surface, and do not meet industry standard playing conditions for youth sports. Improved fields will provide a safer experience for players, be easier to maintain by staff, be more durable to inclement weather, provide more year-round play and provide additional revenues.

Big Picture Strategies

Staff is recommending the following strategies to implement the Park Improvement Plan:

- Use Park Development Impact Fees (current estimated balance \$860,000) & Proposition 68 Per Capita Grant (current allocation \$178,000) to leverage additional competitive grant funds;
- Improvements should encourage use of all District parks to alleviate pressure on Cameron Park Lake and expand park services in underserved areas of the District;

- Improvements should be accessible to everyone;
- Advance construction of one large project at a time;
- Consider future maintenance and operations costs for the proposed improvement;
- Consider potential impacts to the park's neighborhoods.

Project Priorities

Staff is recommending the following project priorities:

1. Splash Playground and Amphitheater – Cameron Park Lake
2. Rasmussen Park (new amenities, enhance drainage, and sports fields improvements)
3. Christa McAuliffe Park (improve sports field)
4. Gateway Park
5. Dunbar Park

Next Steps

Once the Board of Directors approves the Committee's recommendations, staff will work immediately on the priority projects, beginning with Cameron Park Lake's proposed improvements. Project priorities may adjust depending upon the seasonality of the improvement or the availability of funds for specific improvements. Initially, the following three items will occur:

Project Specifications Identified - For grant application and County permitting purposes, project specifications and a budget will be developed by the landscape architect. Costs for the specifications developed by a landscape architect can be funded from the Park Development Impact Fees. The project specifications and costs will be brought to the Board for approval.

Funding - Working with the grant writer, a funding strategy will be developed and application(s) sent to potential grantors. Grant applications are approved by the Board of Directors. Staff will discuss improvements with the County, to determine the level of Park Development Impact Fees that can be used. Funding for the grant writer is already budgeted in the General Fund, Fund 001.

California Environmental Quality Act (CEQA) and County Permitting - Project specifications will be used to address CEQA requirements and secure County permits.

Most grants applications are due in February, with approval by the granting agency in the spring. Once the District receives and determines project funding, CEQA and permits are approved and the project specifications finalized, a public bid is released to determine a construction contractor. Construction on a replacement facility for the Lagoon could commence in the Fall/Winter 2021 (Attachment 11B).

Conclusion

Over the years as new residential development was constructed in Cameron Park, the District received Park Development Impact Fees for the purposes of expanding the park system for new residents. These funds have been largely unspent and very few new park amenities constructed, even though Cameron Park's population has grown. The District has a great opportunity to make meaningful improvements in the park system to benefit all Cameron Park residents with funding that is readily available, and possibly with additional competitive grants. Approving a Park Improvement Plan and designating priorities will guide staff in pursuing the community's highest priority projects in an efficient and effective manner.

Two consultants, CALA - landscape architecture firm, and Sheri Lasick - grant writer, have supported the development of the Park Improvement Plan and accompanying documents. Staff and the Committee express our appreciation to them for their support.

Attachments:

11A – Park Improvement Plan

11B – Park Improvement Process

CAMERON PARK COMMUNITY SERVICES DISTRICT PARK IMPROVEMENT PLANS

SEPTEMBER 10, 2020

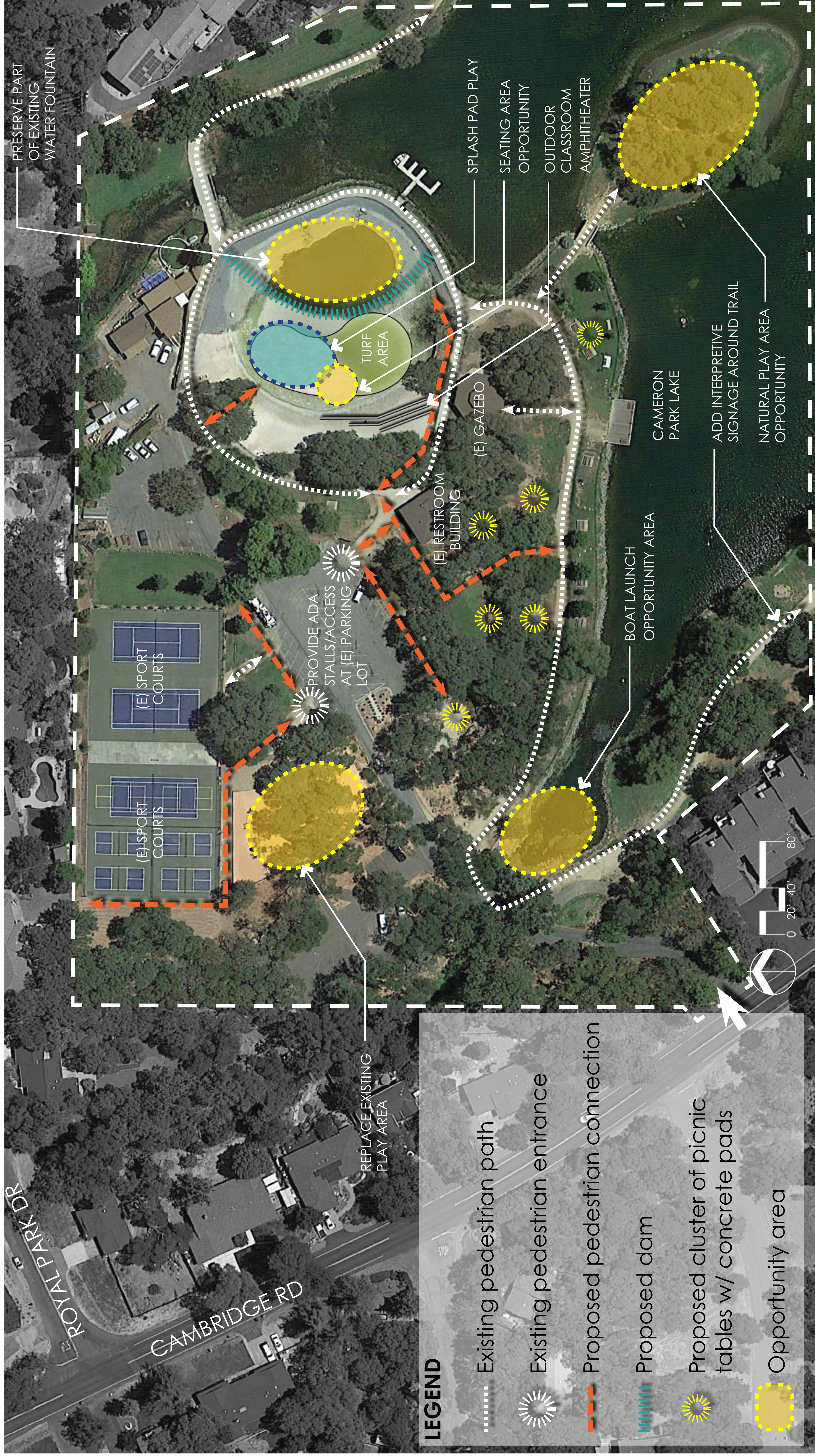


CAMERON PARK LAKE

COMMUNITY PARK | 56.5 ACRES



CONCEPT DESIGN



RASMUSSEN PARK

COMMUNITY PARK | 10.1 ACRES



CONCEPT DESIGN

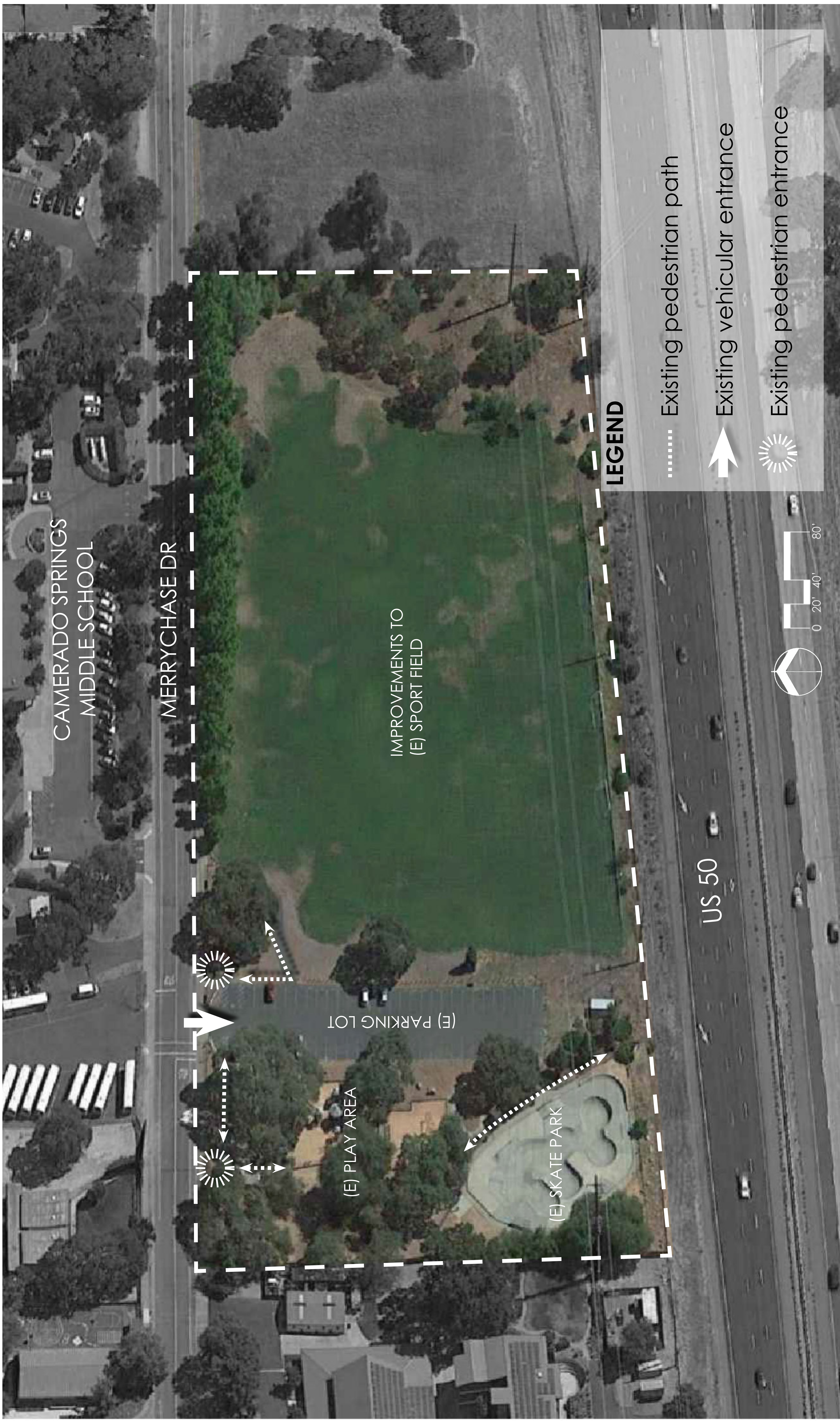


CHRISTA MCAULIFFE PARK

COMMUNITY PARK | 7.1 ACRES



CONCEPT DESIGN



GATEWAY PARK

NEIGHBORHOOD PARK | 13.3 ACRES



CONCEPT DESIGN



DUNBAR PARK

NEIGHBORHOOD PARK | 0.9 ACRES



CONCEPT DESIGN



DAVID WEST PARK

NEIGHBORHOOD PARK | 6.2 ACRES



CONCEPT DESIGN



ROYAL OAKS

TRAIL/NATURE AREA | 10.4 ACRES

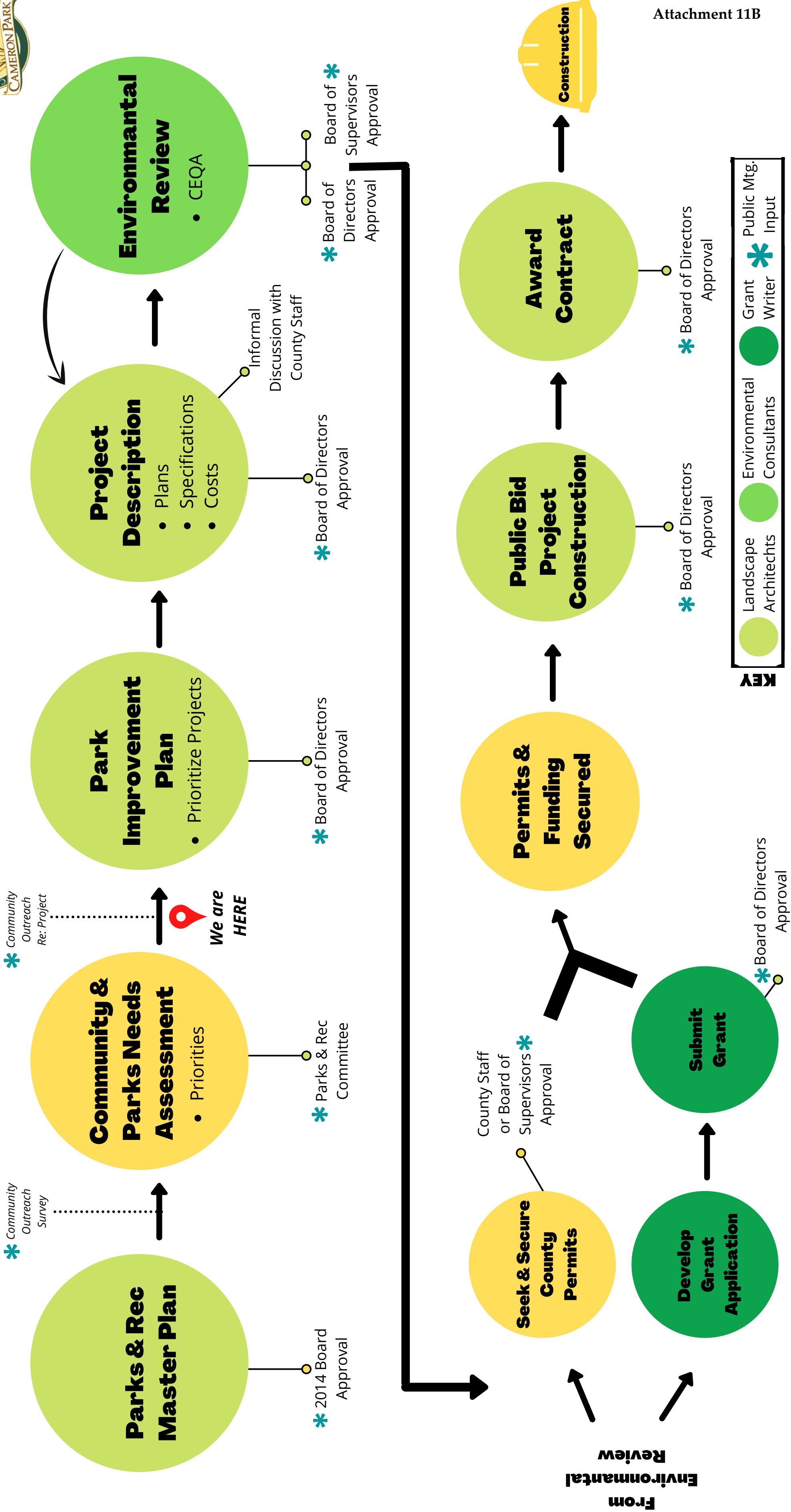


CONCEPT DESIGN





Park Improvement Process



KEY

- Landscape Architects
- Environmental Consultants
- Grant Writer
- Public Mtg. Input



Agenda Transmittal

DATE: September 16, 2020

FROM: Sherry Moranz, Fire Chief

AGENDA ITEM #12: TRAINING TOWER CONSTRUCTION

RECOMMENDED ACTION: APPROVE RESOLUTION 2020-24 APPROVING FIRE FACILITIES, INC., LAMON CONSTRUCTION COMPANY, INC., AND VAN'S PAVING & GRADING, INC. FOR CONSTRUCTION OF FIRE TRAINING TOWER

Background

On February 25, 2020, The El Dorado County Board of Supervisors approved \$450,000 for the Training Tower. On March 18, 2020, the Board of Directors approved the construction of a Training Tower at Fire Station 89, to be funded by Fire Development Impact Fees. On May 20, 2020, the Board of Directors approved Fire Facilities Inc. and Lamon Construction Company Inc. as vendors for construction of the Training Tower. Fire Facilities was approved as a sole source vendor and Lamon Construction was on the State's procurement list and their bid was lower than two other companies.

Fire and Emergency Services Committee

The Fire and Emergency Services Committee reviewed Lamon's scope of work and cost estimates, and supported forwarding the item to the Board of Directors for consideration. The item was added shortly before the meeting; therefore, Committee members requested a complete staff report regarding contractor costs, scope of work and funding. The Committee has not reviewed Van's Paving & Grading, Inc. cost proposal.

Discussion

To complete the Training Tower, the District will enter into contracts with three vendors:

1. Fire Facilities, Inc. who is providing the tower structure (Attachment 12B);

2. Lamon Construction Company Inc. who will construct the tower and install the foundation (Attachment 12C);
3. Van's Paving & Grading Inc., who will perform the surrounding surface area base work including grading, leveling, and placing rock to support Fire Engine weight (Attachment 12D).

Project Costs

Fire Facilities, Inc.	\$243,118.44	<i>Final</i>
Lamon, Inc.	\$268,000	<i>Final</i>
Van's Paving	\$46,190.61	<i>Final</i>
Landscaping	\$9113.25	<i>Estimate</i>
Permitting	\$11,103.35	<i>Estimate</i>
Total Project Costs	\$577,525.65	

Additional Site Base Work

During the process of testing the soil, in preparation for the building, it was discovered that there is a very high water table under the planned site. This discovery leads to a larger and more complex foundation being required to support the Training Tower. It also creates the need to haul in additional soil and rock to provide a solid platform around the building. Further addition of gravel and repairs to existing asphalt will provide a solid base so the Fire Engines can access all sides of the Training Tower during training. Staff released request for bids from three contractors, and received a bid from Van's Paving & Grading for the base work around the tower. The two other vendors have been unresponsive for the past two weeks.

El Dorado County Design Review Committee

In addition to the changes required from the soil report, the El Dorado County Design Review Committee was concerned about the visibility of the Fire Training Tower to Highway 50 and to the residential area just east of the building. The original site plan in 2011 called for trees to be planted parallel to Hwy 50 and in between the Training Tower and the residences. Staff has acquired a bid for 10'-12' Coastal Redwoods to be planted in these identified areas. These trees match the existing trees that are between the Training Tower site and Country Club Drive (Attachment 12E).

Additional Funding Approval

The additional reinforcement to the foundation and to the surface area around the Training Tower, Planning and Building Department Fees, and landscape screens, have created an increased cost to the project. Staff is seeking an additional request of \$128,000 in Fire Development Impact Fees to cover increased costs, which is expected to be approved by the Board of Supervisors on September 22, 2020, bringing the total funding to \$577,525.65. Any unused funds will be returned to the County at project completion. Staff also applied for Planning and Building Department Fee waivers, which have not been approved yet, so these fees will be included in the amount requested from the Fire Development Impact Fees.

Next Steps

Upon the El Dorado County Board of Supervisors approval of the additional Fire Development Impact Fees, the contracts will be signed. Fire Facilities will begin constructing the building. Landscaping work will proceed under staff's purchasing authority.

Attachments:

- 12A – Resolution 2020-24
- 12B - Fire Facilities Inc. Contract
- 12C – Lamon Construction Company, Inc. Contract
- 12D – Van's Paving & Grading Inc. Estimate
- 12E – Location of New Landscaping Trees

**RESOLUTION No. 2020-24
of the Board of Directors of the
Cameron Park Community Services District
September 16, 2020**

**RESOLUTION APPROVING FIRE FACILITIES, INC., LAMON CONSTRUCTION
COMPANY, INC., AND VAN'S PAVING & GRADING, INC. FOR
CONSTRUCTION OF FIRE TRAINING TOWER**

WHEREAS, On March 18, 2020, the Board of Directors approved the construction of a fire training tower at Fire Station 89 to be funded by Fire Development Impact Fees; and

WHEREAS, On May 20, 2020, the Board of Directors approved Fire Facilities Inc. as a sole source vendor for the Fire Training Tower; and

WHEREAS, On May 20, the Board of Directors approved Lamon Construction Company, Inc. for construction of the Fire Training Tower because the vendor is on the State's procure list and is experienced with Fire Facilities' towers; and

WHEREAS, Fire staff received three bids for the required site base work and the Board of Directors approved Van's Paving & Grading, Inc. as the lowest, responsive bidder; and

WHEREAS, On September 16, 2020 the Board of Directors reviewed all contractors' scope of services and project costs.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Cameron Park Community Services District, El Dorado County, California, as follows:

1. Approve and award bids to Fire Facilities, Inc., Lamon Construction Company, Inc., and Vans Paving & Grading, Inc. for construction of the Fire Training Tower; and
2. Authorize the General Manager to execute the Agreements.

Attachment 12A

PASSED AND ADOPTED this 16^h day of September 2020, by the following vote of said Board:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Director Monique Scobey, President
Board of Directors

Jill Ritzman, General Manager
Secretary to the Board

SALE CONTRACT - STRUCTURE

This Agreement is entered into on August 31, 2020, at Sun Prairie, Wisconsin, by and between Fire Facilities Inc., a Wisconsin corporation, with its principal place of business at 314 Wilburn Road, Sun Prairie, Wisconsin, 53590 (hereinafter "Seller") and (name of business)

Cameron Park Community Services District, with its principal place of business at (address) 2502 Country Club Drive, Cameron Park, CA 95682 (hereinafter "Buyer").

In consideration of the mutual promises, covenants and conditions hereinafter contained, the parties hereto agree as follows: The terms of payment for the purchase price of the materials portion are paid in full Net 30 days from date of shipment. Seller reserves the right to restrict the terms of payment or to require payment prior to time of shipment if, in the Seller's opinion, Buyer's financial conditions or other circumstances do not warrant shipment on the terms specified in the previous sentence.

1. Increase in Price. (a) All prices are delivered prices based upon freight rates in effect on the date of this Agreement, and, in the event the Buyer delays the shipment from the agreed upon ship date, any increase or decrease in freight rates at time of shipment shall be adjusted between the parties. The Purchase Price shall be increased or decreased to the extent of the actual difference in the cost of transportation. (b) In the event the Buyer delays the shipment from the agreed upon ship date and there is an increase in the price of steel prior to the date on which the materials described in Section 26 are fabricated, the Purchase Price shall be increased to the extent of the actual difference in Seller's cost of steel. Notwithstanding the foregoing sentences, the Purchase Price specified in Section 25 is a firm price for a period not to exceed 30 days past the agreed upon date of shipment.
2. Delivery. Production and delivery of the materials specified in this Sales Contract will be scheduled on Buyer confirmation (documented per Section 14 below) that their building site will be adequately prepared, including installation of a cured foundation, and that the building package erector will be available to begin erecting the building package. Seller shall not be responsible for damage to materials due to delays in erecting the materials package. Seller shall not be liable for any failure to deliver, if failure has been occasioned by fire, embargo, strike, differences with workers, failure to secure materials from the usual source of supply, or any other circumstances beyond Seller's control which shall prevent Seller from making the delivery contemplated hereby in the normal and usual course of its business. Seller is not, however, thereby relieved from making shipment or Buyer from accepting delivery at the price specified by this Agreement when the causes interfering with delivery shall have been removed.
3. Taxes. Except as otherwise provided in this Agreement, the Purchase Price includes all applicable federal, state, and local taxes in effect on the effective date of this Agreement. In the case of new taxes or increased rates or the repeal of taxes or the reduction of rates, from the time of order the Purchase Price shall be adjusted accordingly at the time of shipment.
4. Exclusions from Agreement. Buyer acknowledges and agrees that this Agreement is solely for the sale and purchase of the materials described in Section 26 and that this Agreement and the Purchase Price do not include the following:
 - a. Electrical design and engineering responsibilities;
 - b. Erection or installation of the materials being purchased by Buyer pursuant hereto;
 - c. Slabs, foundations, or any site work necessary to prepare Buyer's site for erection of the materials being purchased pursuant hereto;
 - d. Anchors or other materials required to secure the completed structure to the foundation;
 - e. Material or design changes required if the soils conditions are found to be worse than Site Class D;
 - f. Any certificates, permits or approvals required by applicable law
 - g. Inspections or special inspections/observations required during or after construction.
 - h. Any required site engineering responsibilities. Fire Facilities does not assume design professional in responsible charge duties.

Initials _____ Date _____

5. Financial Responsibility. Prior to Seller's acceptance of this Agreement, Buyer shall submit to Seller a copy of Buyer's credit application showing proof of financial responsibility acceptable to Seller or a Municipal or State purchase order.
6. Seller's Lien Rights. Buyer hereby acknowledges and agrees that Seller, and others furnishing labor or materials related to this Agreement, will, pursuant to proper notice, take any and all steps necessary to assert lien rights as required by applicable state law. Buyer is advised to give Buyer's lender a copy of this Agreement and all notices received pursuant to this Section 6.
7. Collection Costs. If the Seller files a lien or Buyer defaults in payment hereunder, Buyer shall reimburse Seller in addition to any other sums due hereunder, the costs of Seller's attorneys, including their staff, costs and necessary disbursements involved in any proceeding to enforce Seller's rights under this Agreement, together with interest at 12% per annum, or the highest legal rate if less than 12% per annum, regardless of any claims of offset by Buyer.
8. Supplementary Information. Any specifications, drawings, notes, instructions, engineering notices, or technical data referred to in this Agreement (including any such material attached to this Agreement) shall be deemed to be incorporated herein by reference as if fully set forth. Seller shall at all times have title to all drawings and specifications furnished by it.
9. Modification to Drawings/Specifications. By execution of this Agreement, Buyer hereby accepts and approves the plans and specifications described in Section 26 together with any supplementary materials contemplated by Section 8 above. Any modification to the drawings or specifications described in this Agreement and in Section 8 above, shall be confirmed in writing and signed by both parties. Any such modification shall specify any additional costs involved and said costs shall be borne by Buyer. Seller shall have no responsibility for additions, alterations, or deletions to the approved plans supplied by Seller to Buyer. Any such additions, alterations or deletions to the approved plans provided by Seller shall void any limited warranties otherwise provided in this Agreement.
10. Limited Warranty. Seller warrants and represents that all materials described herein shall be free of defects in material and workmanship for a period of one year from the date of shipment, reasonable wear and tear excepted. The Westec Insulation System is covered by a fifteen (15) year limited warranty. **THESE WARRANTIES ARE EXPRESSLY MADE IN LIEU OF ANY AND ALL WARRANTIES EXPRESS AND IMPLIED INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS. THERE ARE NO ORAL AGREEMENTS OR WARRANTIES COLLATERAL TO OR AFFECTING THIS AGREEMENT MADE BY SELLER OR RELIED UPON BY BUYER.**
11. Remedy Limitations. Buyer's exclusive remedy in the event that any of the materials do not conform to the Limited Warranty set forth in Section 10 above shall be the repair or replacement of any nonconforming materials. Buyer expressly waives its rights to any special, consequential or incidental damages.
12. Cancellation, Rescheduling and Storage Charge. Upon Seller's receipt of the required credit approval, activating production of the materials covered by this Agreement and the requirements of Section 2 above, a firm production schedule will be established. Buyer caused shipment delays beyond the confirmed shipping date will require payment of the materials portion of the contract price on the original shipping date and payment of trailer demurrage and other storage costs incurred by the Seller due to the delay. Cancellation of this Agreement in whole or in part after the production schedule has been established shall subject Buyer to Seller's actual cancellation expense and restocking charge.
13. Risk of Loss. The risk of loss to the materials described herein shall pass to Buyer when Buyer's agent, in any manner, assumes control of any shipment of materials designated by Seller as supplied under this Agreement, which date shall normally be the date the materials are loaded on a common carrier at Seller's designated manufacturing facility in Sun Prairie, Wisconsin. Buyer shall obtain and pay for all costs for insurance from the time that risk of loss passes to it as provided in this Section 13.

Initials _____ Date _____

14. Delivery Schedule. The shipping date shall be arranged between the parties pursuant to a Shipping Schedule Notification to be provided by the Seller. Said Notification must be acknowledged and accepted in writing by Buyer in order for Buyer's goods to be placed in the Seller's manufacturing production schedule.
15. Inspection Upon Delivery. Buyer or Buyer's designated representative shall assume full responsibility for immediate inspection of each delivery. Shortages and damaged materials claims must be reported to the Seller within forty-eight (48) hours of delivery. Liability for replacement costs reported later than specified is hereby accepted by the Buyer. A manifest (listing all materials) is provided with each shipment to assist the Buyer in the inspection.
16. Assignment. This Agreement is not assignable by Buyer and Buyer's duties hereunder are not delegable without Seller's written consent.
17. Waiver. No waiver by either party of any default under this Agreement shall be deemed a waiver of any subsequent default.
18. Notices. Any notices required to be given under this Agreement or by any applicable provision of the Uniform Commercial Code of the State of Wisconsin, or other law, shall be given to Seller at its principal place of business at 314 Wilburn Road, Sun Prairie, Wisconsin 53590, and to Buyer at addressed checked in section 27.
19. Entire Agreement.
 - a. All terms and conditions of this Agreement are specified herein, and include the terms and conditions contained in all attached schedules, specifications and drawings. This Agreement contains the entire agreement between the parties with respect to this subject matter hereof, and supercedes all prior communications, representations, or agreements between the parties, whether verbal or written, including any printed terms and conditions which may appear on Buyer's or Seller's purchase orders, invoices, or other forms to the extent such terms are different or inconsistent herewith. The rights of the parties shall be governed exclusively by the provisions, terms and conditions hereof.
 - b. The validity, illegality or unenforceability of any one or more provisions of this Agreement shall in no way affect or impair the validity, legality or enforceability of the remaining provisions hereof which shall remain in full force and effect.
20. Applicable Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Wisconsin, without regard to conflicts of laws principles.
21. Acceptance. This Agreement shall not be binding until signed by Seller at its offices in Sun Prairie, Wisconsin. This Agreement is voidable, in Seller's sole discretion, if not accepted by Buyer within thirty (30) days of the date of issuance set forth on page one of this Agreement.
22. Authority. The person signing this Agreement on behalf of Buyer warrants and represents that he/she is the duly authorized agent of Buyer, entitled to sign this Agreement and to make same binding on Buyer. If so requested by Seller, Buyer shall promptly submit to Seller a certified copy of any documentation deemed by Buyer to demonstrate the authority of Buyer's agent or representative to affix his/her signature to this Agreement.
23. Cumulative Remedies. All of Seller's rights hereunder are separate and cumulative and no one of them, whether or not exercised, shall be deemed to be an exclusion of any of the other rights and shall not limit or prejudice any other legal or equitable right which Seller may have.
24. Consent to Jurisdiction and Venue. Seller and Buyer agree that any legal or equitable action for claims, debts or obligations arising out of, or to enforce the terms of, this Agreement may be brought by Seller in the Federal District Court of Wisconsin, Western Division, or in the circuit court of Dane County, Wisconsin and that either court shall have in personam jurisdiction over the parties and venue of the action shall be appropriate in each court.

Initials _____ Date _____



Sale of Goods. Seller agrees to sell and Buyer agrees to purchase the materials described below at the price provided in Section 25 hereof.

Table with 2 columns: Item, Price. Rows include Purchase Price, Materials (\$207,275.00), Freight (\$20,816.00), Tax (\$15,027.44), and Total (\$243,118.44).

FOB Destination (the "Purchase Price"). The stated price includes freight to Cameron Park, CA, the delivery site specified by Buyer herein.

26. Description of Materials Sold. Approved design per: Drawing No. 4401 Dated 12/5/11 Page 1 of 2 Latest revision 3/6/2020

27. The following information must be furnished by the Buyer prior to finalizing this contract: Complete billing address: Cameron Park Comm Svcs District, 2502 Country Club Dr., Cameron Park, CA 95682

Building color: (see FFI Color Options) Window and door trim color: (see FFI Color Options) Exterior doors, other than burn rooms: Please check one color Bronze White

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the day and year set forth on page one.

[BUYER] By: Date signed by Buyer: Please Print: Title: Duly Authorized Representative of Buyer

FIRE FACILITIES, INC. By: Date signed by Seller: Please Print: Title: Duly Authorized Representative of Seller

CONSTRUCTION CONTRACT

THIS AGREEMENT, made this 31st day of August, 2020, between **Cameron Park Community Services District** hereinafter Called, Owner, whose address is 2505 Country Club Drive, Cameron Park, CA 95682, and **Lamon Construction Co., Inc.**, 871 Von Geldern Way, Yuba City, CA 95991, hereinafter called Contractor. License No. 174828

In consideration of the covenants and agreements herein contained, the parties hereto agree as follows:

1. Contractor agrees to construct and complete in a good, workmanlike and substantial manner, upon the real property hereinafter described, furnishing all labor, materials, tools and equipment therefore, (hereinafter called the structure, whether one or more buildings or improvements), upon the following 3200 Country Club Drive, next to Fire Station 89, described real property.

2. The structure is to be constructed and completed in strict conformance with plans and specifications Provided by Fire Facilities Inc.

General Scope: Provide Foundation and Erect Fire Tower (Tower material provided by others) per attached quote, standard exclusions to the contract, parts list, and drawings. No demolition or site work is included.

Lien Holder is

(if no Lien Holder is named, all references to same is to be disregarded)

The structure is also to be constructed and completed in strict compliance with the laws, ordinances, rules and regulations of competent public authority, and owner is to apply for and obtain all required permits, paying all fees therefore, all other fees required by such public authority.

3. In consideration of the covenants and agreements herein being strictly performed and kept by Contractor, including the supplying of all labor, materials and services by this Contract, and the construction and completion of the structure, Owner agrees to pay the Contractor the sum of \$ **268,000**, in progress payments with **5%** retention held until substantial completion.

4. The Contractor agrees to commence work within **30 days** after receipt of written notice from the owner and Lien Holder so to do, to prosecute said work diligently and continuously to completion, and in any and all events to complete the same within **90 days** after commencement of work as aforesaid, subject to work or place any materials on the site thereof prior to receipt of such notice from the owner.

5. Contractor shall pay promptly all valid bills and charges for material, labor or otherwise in connection with or arising out of the construction of said structure and will hold Owner of the property free and harmless against all liens and claims of lien for labor and material, or either of them, filed against the property or any part thereof, and from all expense and liability in connection therewith, including, but not limited to, court costs and attorney's fees resulting or arising therefrom. Should any liens or claims of lien be filed for record against the property, or should Owner receive notice of any unpaid bill or charge in connection with the construction, Contractor shall forthwith either pay and discharge the same and cause the same to be released of record, or shall furnish Owner with proper indemnity either by satisfactory title policy, which indemnity shall also be subject to approval of Lien Holder.

6. Contractor shall, if requested, before being entitled to receive the second or any subsequent payment herewith, furnish to Owner all bills paid to that date, properly receipted and identified, covering work done upon and materials furnished for said structure and showing and expenditure of an amount not less than the total of all previous payments made hereunder by Owner to Contractor.

7. The plans and specifications are intended to supplement each other, so that any works exhibited in either and not mentioned in the other are to be executed the same as if they were mentioned and set forth in both.

8. Should the Owner at any time during the process of the work request any modification, alterations or deviations in, additions to, or omissions from, this contract or the plans or specifications, he shall be at liberty to do so, and the shall in no way affect or make void this contract; but the amount thereof shall be added to or deducted from the amount of the contract price aforesaid, as the case may be, by a fair and reasonable valuation, based upon the actual cost of labor and materials plus 20 % profit to the Contractor. And this contract shall be held to be completed when the work is finished in accordance with the original plans as amended or modified by such changes, whatever may be the nature or extent thereof. The rule of practice to be observed in fulfillment of this paragraph shall be that upon the demand of either the owner or the Contractor, the character and valuation of any or all changes, omissions or extra work shall be agreed upon and fixed in writing, signed by the Owner and the Contractor, prior to execution. Where the alterations, deviations, additions or omissions from the said plans or specifications require the written approval of the Lien Holder, the Owner will secure said written approval. Provided however that the Contractor is not deemed to have waived his right to compensation for extra work if the same is not provided in writing.

9. Should Contractor, at any time during the progress of the work, refuse or neglect to supply sufficient material or workmen for the expeditious progress of said work, Owner may, upon giving three days' notice in writing to Contractor, by registered mail, (a copy of which shall be furnished to aforesaid Lien Holder), provided the necessary material and workmen to finish the said work and may enter upon the premises for such purpose and complete said work, the expense thereof shall be deducted from the said contract price, or if the total cost of the work to Owner exceeds the contract price, Contractor shall pay to owner upon demand the amount of such excess in addition to any and all other damages to which Owner may be entitled. In such event Owner may take possession of all materials and appliances belonging to Contractor upon or adjacent to the premises upon which said work is being performed and may use the same in the completion of said work.

10. The time during which the Contractor is delayed in said work by (a) the acts of Owner or his agents or employees or those claiming under agreement with or grant from Owner, or by (b) the Acts of God which Contractor could not have reasonably foreseen and provided against, or by (c) stormy or inclement weather which necessarily delays the work or by (d) any strikes, boycotts or like obstructive actions by employees or labor organizations and which are beyond the control of Contractor and which he cannot reasonably overcome, shall be added to the time for completion by a fair and reasonable allowance.

11. The Contractor shall not be responsible for any damage occasioned by the Owner or Owner's agent, Acts of God, earthquake or other causes beyond the control of Contractor, unless otherwise herein provided or unless he is obligated by the terms hereof to provide insurance against such hazard or hazards.

12. No payment hereunder nor occupancy of said improvements or any part thereof shall be construed as an acceptance of any work done up to the time of such payment or occupancy, except such items as are plainly evident to anyone not experienced in construction work, but the entire work is subject to inspection and approval of Owner at the time when it shall be claimed by Contractor that the work has been completed. At the completion of the work should there be any minor items in question, or to be adjusted, i.e., items not of a substantial nature, Owner may withhold from the payment then due a sum equal to twice the fairly estimated amount of money required to cover said items involved by such adjustments, and shall pay the difference to the Contractor. It is understood and agreed that the acceptance of any work done by the Owner shall not be construed to be an acceptance by aforesaid Lien Holder who is not a party hereto.

13. Owner agrees to sign and file for record within ten days after the completion and acceptance of said work a notice of completion (a copy thereof to be deposited with aforesaid Lien Holder at least forty-eight hours prior to such recording), and Contractor agrees upon receipt of final payment, to release the said work and property from any and all claims that may have accrued against same by reason of said construction. If the Contractor faithfully performs the obligations of this Contract on his part to be performed, he shall have the right to refuse to permit occupancy of the structure by the Owner or Owner's agent until Contractor has received the payment, if any, due hereunder at completion of construction, less such amounts as may be retained pursuant to mutual agreement of the Owner and Contractor under the provisions of the preceding paragraph hereof. Said Lien Holder has the right to make its own decision as to the completion of any work, independent of the parties hereto.

14. Contractor agrees to produce at its own expense and prior to the commencement of any work hereunder, Liability Insurance, with loss, if any, payable to any mortgagee or beneficiary, such insurance to be written to protect the Owner and the Contractor, as their interests may appear.

15. Contractor shall at his own expense carry workmen's compensation insurance and public liability insurance necessary for the full protection of Contractor and Owner during the progress of the work. Certificates of such insurance shall be filed with Owner and with said Lien Holder of Owner so requires, and shall be subject to the approval of both of them as to adequacy of protection.

16. Any controversy or claim arising out of or relating to this contract, or the breach thereof shall settle by arbitration in accordance with the Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator(s) may be entered in any Court having jurisdiction thereof.

17. Should either party hereto bring suit in court to enforce the terms hereof any judgment awarded shall include court costs and reasonable attorney's fees to the successful party.

18. Upon the completion of the work the Contractor agrees to remove all debris and surplus materials from Owner's said property (including under area of structure) and leave said property in a neat and broom clean condition.

19. The Contractor shall not assign or transfer this contract without first obtaining Owner's consent in writing.

20. The aforesaid Lien Holder is not party to this Contract and is not bound or obligated by or under any of the terms hereof.

21. Time is of the essence of this Contract as to both parties hereto.

Under the Mechanics' Lien Law (California Code of Civil Procedure, Section 1181 et seq.), any contractor, subcontractor, laborer, supplier or other person who helps to improve your property but is not paid for his work or supplies, has a right to enforce a claim against your property. This means that, after a court hearing, your property could be sold by a court officer and the proceeds of the sale used to satisfy the indebtedness. This can happen even if you have paid your own contractor in full, if the subcontractor, laborer, or supplier remains unpaid.

IN WITNESS WHEREOF, the said parties hereunto set their hands the day and year first above written.

LAMON CONSTRUCTION COMPANY, Inc.
881 MARKET STREET
YUBA CITY, CALIFORNIA 95991

By:

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

(owner)

By:

Lamon

CONSTRUCTION CO., INC.

Signatory to Carpenters, Operators, Laborers & Masons Union.

June 29, 2020

Steven A. Harms
Western Regional Manager
Fire Facilities, Inc.

RE: Cameron Park Fire Tower

Scope: Erect Wesco WS-3 per FFI parts list attached.

Excludes: Electrical/Power & connections, Concrete foundation, and bldg. pad/rough grade, Site Work.

A minimum of six weeks is required for erection.

See standard exclusions attached.

Price: 200,000 Erect Tower Only. Material by others.

Add alt #1. Provide foundation per attached preliminary drawing. Add 6 weeks for concrete scope. Price: \$ 68,000. Price subject to change upon final drawings.

Sincerely



Ken Norton, Vice President

**LAMON CONSTRUCTION CO., INC.
CONCRETE, ROUGH CARPENTRY, EARTHWORK &
UNDERGROUND UTILITIES**

STANDARD EXCLUSIONS

- Rock Excavation
- One move-in allowed
- Bid good for 30 days
- SWPPP plan
- Staking or surveying Unless Noted
- Locater by others Unless Noted
- Dirt grade to +/- .10 feet
- Topsoil or amended soil
- Water, meter & permits by GC
- Import or export except as noted
- Permits or fees
- Waiver of subrogation
- Contaminated soils
- Removal of old septic tanks/systems
- Connections at buildings by others
- Waterproofing
- Embeds of any kind (AB's, HD's, etc)
- Wet Soils (existing or from rain event)
- Excavation in lime treated soils
- Bldg Paper, Underlayment, Flashing, Weather proofing
- Welding
- Caulking, Fireproofing, Firecaulking,
- Penetrations for other trades
- Area drains, trench drain and associated piping not included
- Removal of lime treated soils in landscape areas
- Trash & Recycle Bins/Dumpsters. Lamon to clean up, GC to haul off.
- All recycle paperwork, reporting, weighing, etc...
- Temp Power – GC to provide temp power to slab capable of running multiple compressors and saws.
- Finish grade topsoil limited to onsite materials
- Quote limited to quantities noted
- Extra move-ins at \$3,500 each or as noted.
- Work to proceed within 60 days
- SWPPP installation or maintenance
- Landscape improvements
- Potholing by others
- No allowance is made for unsuitable soils
- Dump fees
- Dewatering
- Testing or inspections
- Bonds
- Legal fees
- Removal of old fuel tanks
- All systems stubbed to 5' of structure
- Non Wood Curbs for HVAC equipment
- Misc Metals/Sheet Metal
- Not responsible for protection of concrete after finishing operation is complete
- Finish Carpentry
- Raised Concrete @ Slab Sawcuts
- Welded Beam Hangers/Hardware by others
- Blocking not shown

NOTES

Proposal to be made apart of any agreement
 Proposal contingent upon a mutually agreeable subcontract.
 Proposal contingent upon a mutually agreeable schedule.
 Any additional offhaul or import not noted will be at time and material rates
 This bid is good for 30 days from the date of bid

FIRE FACILITIES INC.

PROPOSAL

314 WILBURN ROAD
SUN PRAIRIE, WI 53590-9401



"ASK BEFORE YOU BUY" - THE ONLY MAJOR STEEL FIRE TRAINING TOWER MANUFACTURED IN THE UNITED STATES



To: Erector/GC Cameron Park Fire tower Cameron Park, CA Proposal # 4401	From: Steven Harms Regional Manager 303-726-6013	Date: 5-18-20 Phone: 1-800-929-3726 or (608) 327-4100 Fax: 1-866-639-7012 or (608) 834-1843 E-mail: sharms@firefacilities.com
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Remarks:

This proposal is regarding the price requested for Cameron Park, CA.
The total estimated weight for these materials is 58,602.09 lbs.
The total price for this fire tower or parts, F.O.B. destination is _____ as described below: * See tax note below
Freight:

Freight + Material Price: \$0.00

- Custom Painted Wesco Model WS-3 (Firefighter) with 1/2 Pitched and 1/2 Flat Roof
Galv. Stairs And Railings Meet OSHA Standards For Private Use And Do Not Meet Building Code Requirements For Public Use
27' Tall Fire Escape With (2) Door(s) To the Flat Roof
(4) Forged Swivel Rappelling Anchors (Rated for 10,000 lb Ultimate Load And 1,000 lb Working Load)
(1) 3'-0" x 3'-0" Bilco Roof Hatch(es) With Straight Ladder to Flat Roof
Parapet Wall On Flat Roof
(1) Brass Siamese Fire Dept. Conn. (NST Thread) With Galv. 4" Dia. Riser (Approx. 22 ft. high)
(1) Sprinkler system(s), 2-head
(1) 11' x 18' Burn Room on 2nd Floor w/ (3) Doors
(1) Three Rail Rappelling Railing System, 42" High, Prime Painted Tubes/Pipes
(2) Burn Crib(s) - 12 Ga. Galv. Steel Class A Burn Prop (49" x 49" x 6" High)
Slip-Resistant Roof Coating (Polyurethane Three-Coat Paint System) On All Roof Panels
(1) Fire Watchman Temp. Meter(s): External Alarms, 16 Position
Roof Railing Around Perimeter of Pitched Tower Roof

Per Drawings REVISED on March 6, 2020

Note: This fire training simulator shall be classified as a nonbuilding structure for structural design (i.e., seismic resisting system, load interpretation, etc.) and as an unoccupied structure for life/fire/safety. The price above reflects these stipulations and must be approved by the local plan reviewer before design work can begin.

Westec Burn Room Insulation System (The Industry's Best Includes A 15 Year Limited Warranty With Over 450 Installations Nationwide) This burn room insulation system exceeds all other systems and products that have been available to date. The system provides the highest insulation values on the market, it all but eliminates burn room maintenance by providing a durable, corrugated stainless steel protective face. It will withstand and provide continued protection at higher temperatures than any other product.

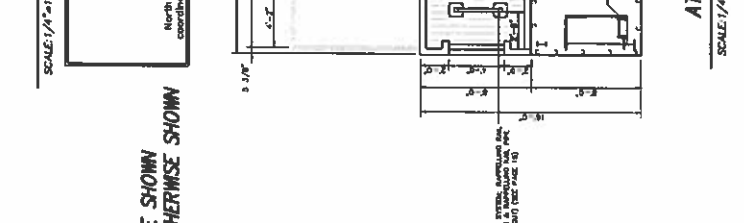
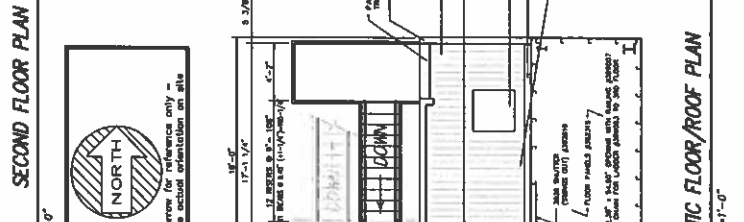
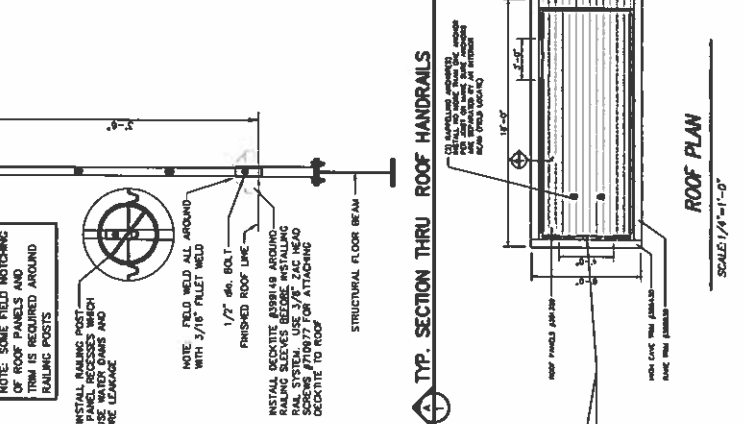
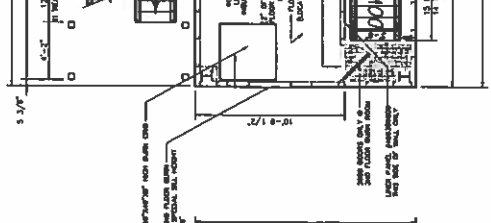
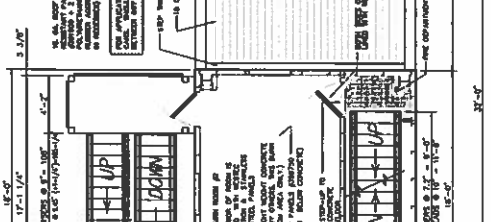
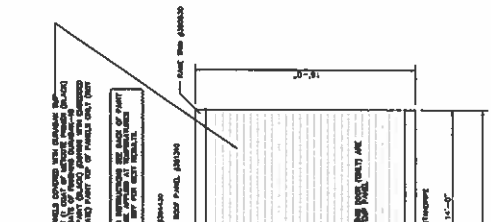
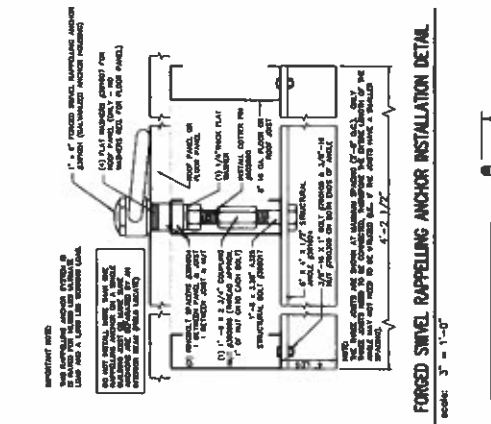
Ship date is 10-14 weeks upon receipt of signed contract. Payment is due in full, 30 days from ship date. Prices quoted in U.S. Dollars. Prices include the design, materials, fabrication, and freight only - foundation and erection labor prices only if shown.

Applicable taxes may need to be added based on location. Prices effective 60 days from date of this proposal.

3004.eff.0320

1 of 1

	<p>FIRE FACILITIES STEEL FIRE TRAINING TOWERS</p>	<p>THIS DRAWING AND ALL PARTS THEREOF IS THE EXCLUSIVE PROPERTY OF THE FACILITIES, INC.</p> <p>2116 BELMONT ROAD, SAN FRANCISCO, CA 94116</p> <p>OFFICE: (415) 227-4000 FAX: (415) 227-4143</p> <p>AND MAY NOT BE REPRODUCED IN WHOLE OR PART WITHOUT WRITTEN PERMISSION.</p>												
<p>REVISED</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> <tr> <td>1</td> <td>01/11/11</td> <td>ISSUED FOR PERMITS</td> </tr> <tr> <td>2</td> <td>02/01/11</td> <td>REVISED</td> </tr> <tr> <td>3</td> <td>02/01/11</td> <td>REVISED</td> </tr> </table>	NO.	DATE	DESCRIPTION	1	01/11/11	ISSUED FOR PERMITS	2	02/01/11	REVISED	3	02/01/11	REVISED	<p>WESCO MODEL WS-3</p> <p>CUSTOM CAMERON PARK, CA</p>	<p>FLOOR PLANS</p> <p>DATE: DECEMBER 3, 2011</p> <p>DESIGN BY: CHL</p> <p>CHECKED BY: SPB</p> <p>DRAWN BY: SHERMAN</p> <p>OTHER FILE: 04-100</p> <p>Sheet No. 01 of 02</p>
NO.	DATE	DESCRIPTION												
1	01/11/11	ISSUED FOR PERMITS												
2	02/01/11	REVISED												
3	02/01/11	REVISED												



NOTE: ALL SHUTTERS IN TOWER SWING IN, UNLESS OTHERWISE SHOWN
ALL SHUTTERS IN BURN ROOM SWING OUT, UNLESS OTHERWISE SHOWN

FORCED SWIRL RAPPPELLING ANCHOR INSTALLATION DETAIL
SCALE: 3" = 1'-0"

NOTE: SOME FIELD NOTCHING OF ROOF PANELS AND TRIM IS REQUIRED AROUND RAILING POSTS

DO NOT INSTALL RAILING POST IN ROOF PANEL RECESSES WHICH ARE NOT DIMENSIONED AND PRESSURE TREATED

INSTALL ROCKETTE ANCHORS AROUND RAILING SLEEVES BEFORE INSTALLING RAIL SYSTEM. USE 3/8" ZAC HEAD DECKSTEEL TO ROOF

1/2" dia. BOLT WITH 3/16" FLUET WELD


FINISHED ROOF LINE

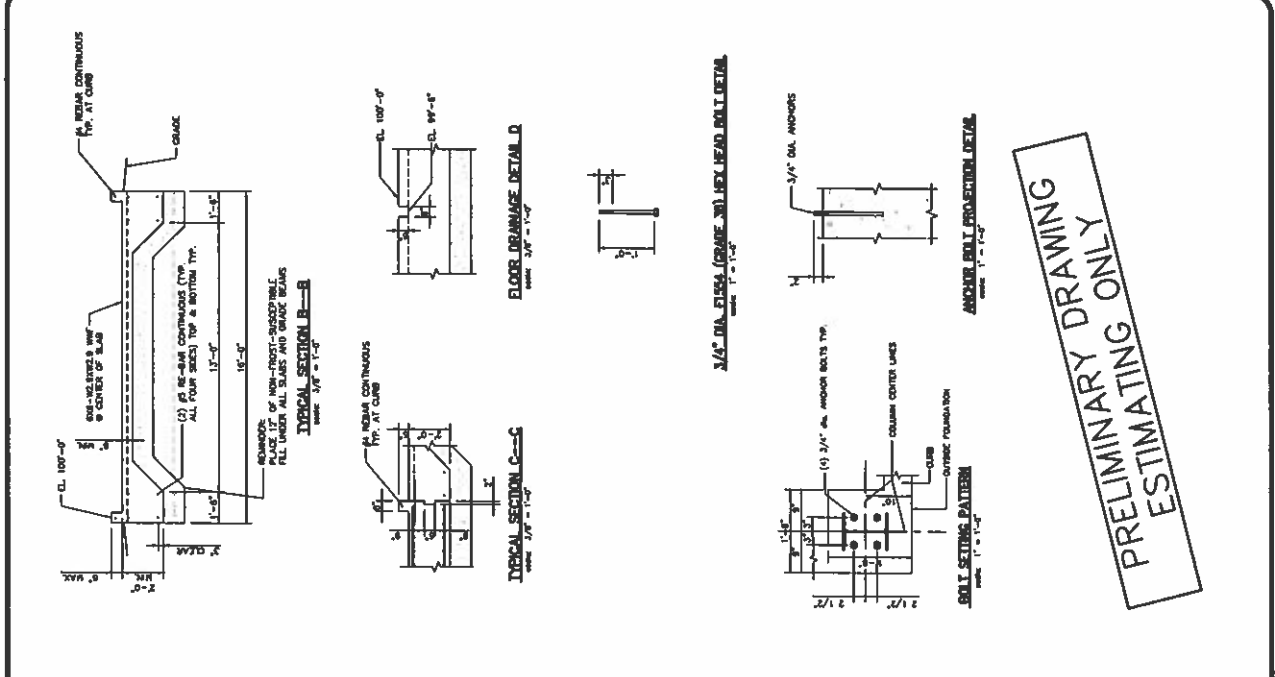
STRUCTURAL FLOOR BEAM

ROOF PANELS PERMANENTLY ATTACHED TO ROOF

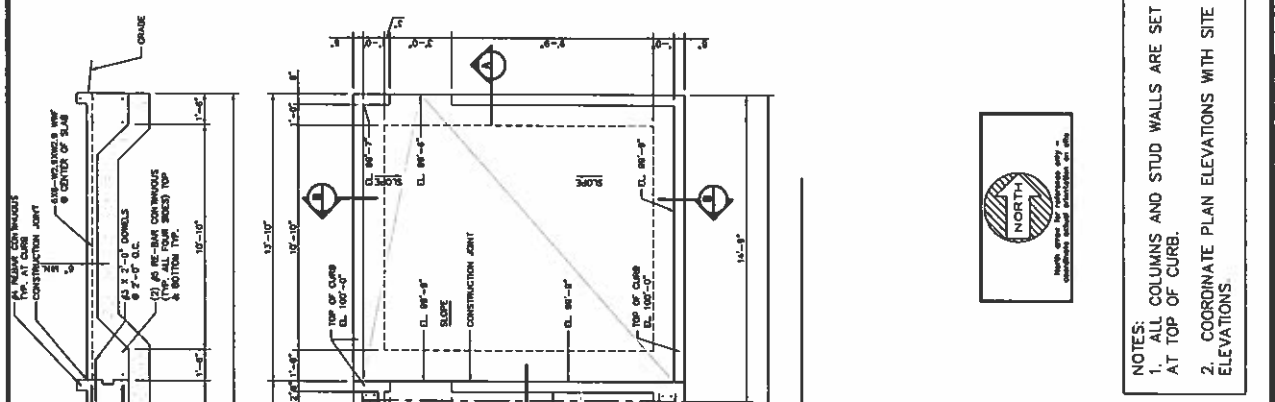
DO NOT INSTALL RAILING POST IN ROOF PANEL RECESSES WHICH ARE NOT DIMENSIONED AND PRESSURE TREATED

1\"/>

	FIRE FACILITIES STEEL FIRE TRAINING TOWERS 214 BURNING ROAD, SUITE 1000, HOUSTON, TEXAS 77058 TEL: (713) 865-1843 FAX: (713) 865-1843 WWW.FIREFACILITIES.COM	FIRE FACILITIES, INC. 214 BURNING ROAD, SUITE 1000, HOUSTON, TEXAS 77058 TEL: (713) 865-1843 FAX: (713) 865-1843 WWW.FIREFACILITIES.COM	FOUNDATION DESIGN TYPICAL WESCO MODEL WS-3
SHEET NO. 10 of 01 DRAWN BY: DSK CHECKED BY: SKM DATE: 04/2003	SEE DRAWING AND ALL PARTS THEREOF IN THE EXCLUSIVE PROPERTY OF FIRE FACILITIES, INC. 214 BURNING ROAD, SUITE 1000, HOUSTON, TEXAS 77058 OFFICE: (713) 865-1843 FAX: (713) 865-1843 AND MAY NOT BE REPRODUCED IN WHOLE OR PART WITHOUT WRITTEN PERMISSION.		



**PRELIMINARY DRAWING
ESTIMATING ONLY**



- NOTES:**
1. ALL COLUMNS AND STUD WALLS ARE SET AT TOP OF CURB.
 2. COORDINATE PLAN ELEVATIONS WITH SITE ELEVATIONS.



- CONCRETE & REINFORCING STEEL SPECIFICATIONS**
- | ITEM | REQUIREMENTS | MAX. AGGREGATE (INCH) |
|---------------------------------------|--------------|-----------------------|
| 1. SCHEDULE OF CONCRETE REINFORCEMENT | | |
| 2. FLOOR SLABS | 3000 PSI | 3/4" |
| 3. WALLS & PIER | 3000 PSI | 3/4" |
| 4. FOOTINGS/RAILS | 3000 PSI | 1 1/2" |
1. HIGH-FRONT-RESISTIBLE FILL SHALL CONFORM TO ASTM C110 AND ASTM D-422.
 2. CONCRETE EXPOSED TO WEATHER (OUTSIDE SLAB, FLOOR SLAB, CURB, ETC.) SHALL CONTAIN 4 TO 7 PERCENT AIR BY VOLUME.
 3. CURB SHALL CONFORM TO ASTM C110, TYPE 2. CONCRETE SHALL CONFORM TO ASTM C110.
 4. AGGREGATE SHALL CONFORM TO ASTM C-33.
 5. REINFORCING STEEL SHALL CONFORM TO ASTM A615-GRADE 60.
 6. WELDED WIRE FABRIC SHALL CONFORM TO ASTM A185.
 7. LAP ALL HORIZONTAL REINFORCING BARS AND CURBS 6'-0" AT SIDE LAPS AND 1'-0" (HOOK) AT CORNERS, ETC.
 8. LAP ALL VERTICAL REINFORCING BARS AND CURBS 2'-0" AT SIDE LAPS AND 1'-0" (HOOK) AT CORNERS, ETC.
 9. REPLACE WITH ENLARGED NON-FRONT-RESISTIBLE FILL PER SOIL REPORT.
 10. DRAINAGE ADJACENT TO SITE DRAINAGE SHALL BE AS PER SOIL REPORT.
 11. CONTACT FILL UNDER FLOOR SLABS PER SOIL REPORT. SLAB IS BUILT ON NON-FRONT-RESISTIBLE FILL. ALL FLOOR SLABS SHALL BE CONSTRUCTED WITH WEATHER RESISTANT MATERIAL WITH ENLARGED FILL UNDER ALL FOOTINGS (SEE COMPACTORY) IN 8" LIFTS.
 12. PLACE CONTROL JOINTS AT 15'-0" O.C. MAXIMUM IN EACH DIRECTION FOR ALL FLOOR SLABS.
 13. FIBERGLASS SHOULD BE INCORPORATED IN ALL CONCRETE FLOOR SLABS TO MINIMIZE THERMAL CRACKING.

Van's Paving & Grading Inc

5310 Merchant Circle
Placerville, CA 95667

Estimate

Date	Estimate No.
7/27/2020	5244

530 626-8059 Fax # 530 622-6787

mona@vanspaving.com

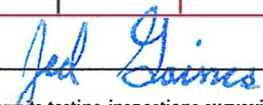
*Providing Quality Service
In El Dorado County Since 1958*

Cal Fire Station 89
C/O Jonah Winger
3200 Country Club Drive
Cameron Park, Ca 95682

			P.O.Number
			951 816 9522
Description	Qty	Rate	Total
1) Excavate foundation area 4' in depth 24'x 40'. Provide water as needed. Place and compact soil in layers to archive 95% density minimum. Finish grade pad area level. Excavator, estimated 8 hours	8	145.00	1,160.00
Water truck, estimated 4 hours	4	120.00	480.00
Compactor, estimated 8 hours	8	125.00	1,000.00
2) Finish grade travel area. Supply 6" of 3/4" agg. base rock. Finish grade and compact new base rock. Approx. 214 tons required. Approx. 6481 SF	6,481	1.91	12,378.71
3) Remove trees from new drive access. Install 30 LF of 12" culvert. Construct driveway apron to front lot, approx. 24'x 30'. Place and compact 6" of agg. base rock. Equipment, labor and materials	1	3,810.00	3,810.00
4) Repair existing asphalt, approx. 7200 SF	7,200	1.90	13,680.00
5) New travel area, approx. 6481 SF	6,481	1.90	12,313.90
6) New drive access, approx. 720 SF	720	1.90	1,368.00
			\$46,190.61

Authorized by **Mona Warren**

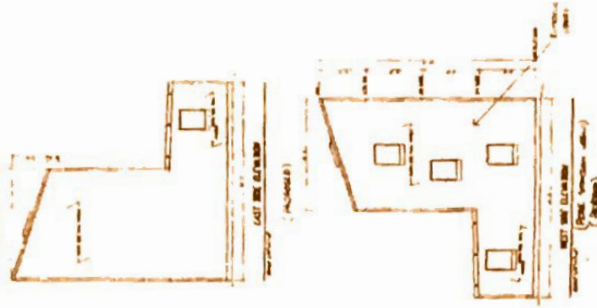
Acceptance Signature _____



Payments are to be made as follows: PAYMENT UPON COMPLETION OF ITEM. Any cost for permits, testing, inspections, surveying or rock removal beyond normal excavation procedures or blasting would be an extra, if required. 2% late charge will be applied to unpaid balance monthly. This proposal may be withdrawn if not signed and returned in 30 days. CONTRACTOR LIC #884557

S 01-0010-R

SITE PLAN PROPOSED DEVEL. THRU	
DATE: 11-20	SCALE:
BY: [Signature]	NO. SHEET:



- (LEGEND)
- ① - GARAGE 1 1/2 IN.
 - ② - PORCH 5 IN.
 - ③ - PORCH 5 IN.
 - ④ - PORCH 5 IN.
 - ⑤ - PORCH 5 IN.
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EAST →

CAMERON PARK COMMUNITY SERVICES DISTRICT
 3200 COUNTRY CLUB DR
 CAMERON PARK, CA 95682

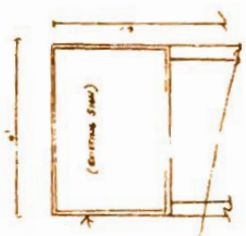
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HWY 50

HWY 50

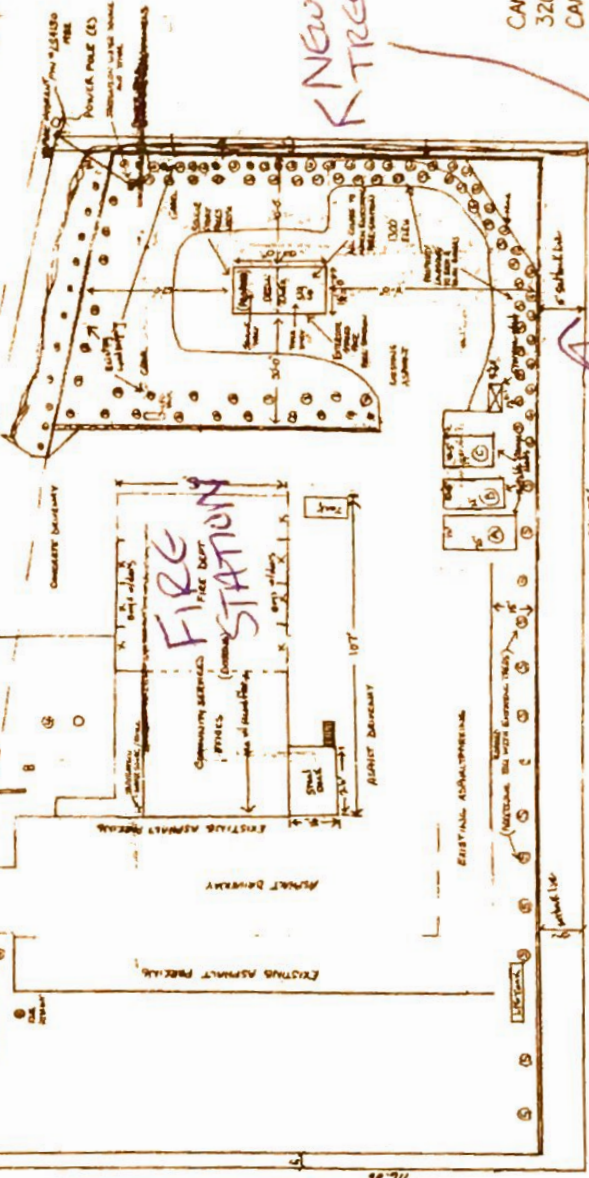
Exhibit E-1

SITE PLAN 1"=20'
 TO SCALE



EXISTING STRUCTURE

COUNTRY CLUB DRIVE



FIRE STATION

NEW TREES

EXISTING ASPHALT DRIVEWAY
 ASPHALT DRIVEWAY
 EXISTING ASPHALT DRIVEWAY

370' 0"

370' 0"

110' 0"

110' 0"

110' 0"

110' 0"



Agenda Transmittal

DATE: September 16, 2020

FROM: Jill Ritzman, General Manager

AGENDA ITEM #13: STRATEGIC PLAN – APPOINT A STRATEGIC PLAN AD HOC COMMITTEE

RECOMMENDED ACTION: APPROVE STRATEGIC PLAN AD HOC COMMITTEE

Background

In the Fiscal Year 2020-21 Budget, the Board of Directors allocated \$10,000 for a new District Strategic Plan. The current Strategic Plan was reviewed by all standing committees and an update provided to the Board of Directors in 2019. The current Plan's timeframe is 2016 to 2021, and the District met most of the Plan's objectives.

Discussion

A Strategic Plan is the governance document used by the Board of Directors to set priorities and give direction to the General Manager. A Strategic Plan ensures that employees and stakeholders work toward common goals, and establish agreement around intended outcomes/results. Especially during times of great change or challenge, a Strategic Plan can help guide the Board and staff to successfully address the situation. The benefits of a Strategic Plan include:

- ✓ Positions an agency to be proactive instead of reactive;
- ✓ Establishes a sense of direction and sets priorities;
- ✓ Serves as a guide for policy decisions;
- ✓ Creates operational efficiencies within limited resources.

Staff is recommending that the Board appoint a Strategic Plan Ad Hoc Committee to work with the General Manager on this project. The creation of an Ad Hoc Committee will help to achieve the following objectives:

- Completing the project in a timely manner,
- Encouraging individual Board Member input into the Strategic Plan process,
- Having a useful document for current and future Boards and the community that will position the District well for the future.

Ad Hoc Committees worked well with past projects including the Solar Energy and LLADs. Staff's practice is to notice and document Ad Hoc Committee meetings the same as Standing Committees. The benefits of an Ad Hoc Committee are that meetings are not routine; the frequency changes with the needs of the project. Waiting for either Standing Committee or Board of Directors meetings can prolong a project's process significantly. Also, an Ad Hoc Committee provides Board Member input into a contract that is within the General Manager's authority.

Responsibilities of the Ad Hoc Committee would include assisting the General Manager in the following areas:

- Developing a Scope of Services and Request for Proposal
- Interviewing and selecting a consultant
- Drafting scope of services and costs; contract to be executed by the General Manager with Ad Hoc Committee support
- Providing monthly oral updates to the Board during Committee updates at Board meetings
- Serving as an advising body to the Consultant regarding:
 - Format and design
 - Community engagement activities
 - Public Workshops and Board Member engagement activities
 - Analysis of community input
 - Development of drafts for Board review

Once a contract is executed with a consultant, the Ad Hoc Committee and consultant will provide the Board of Directors, in a workshop setting, a presentation to obtain Board Member input into the process and timeline for developing the Strategic Plan.

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



Budget and Administration Committee
Tuesday, September 1, 2020
6:30 p.m.

TELECONFERENCE ZOOM MEETING
<https://us02web.zoom.us/j/88317872889>

Meeting ID: 883 1787 2889

(Teleconference/Electronic Meeting Protocols are attached)

Agenda

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

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

CALL TO ORDER

ROLL CALL

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

ADOPTION OF AGENDA

APPROVAL OF CONFORMED AGENDA

OPEN FORUM

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

DEPARTMENT MATTERS

- 1. Fiscal Year 2019-2020 Year-End (pre-audit) Report** (J. Ritzman, V. Neibauer)
- 2. Strategic Plan Next Steps** (J. Ritzman)

3. General Manager Performance Review Template (J. Ritzman)

4. CARES Funding Agreement (J. Ritzman)

5. Staff Updates

- a. August Check Register Review (V. Neibauer)
- b. CIP Credits SDRMA

6. Items for October & Future Committee Meetings

- Legislative Policy
- Mid-Year Budget Adjustments
- El Dorado Disposal (County Solid Waste Surcharge)

7. Items to take to the Board of Directors

MATTERS TO AND FROM COMMITTEE MEMBERS & STAFF

ADJOURNMENT

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



Covenants, Conditions & Restrictions (CC&R) Committee
Monday, August 31, 2020
5:30 p.m.

Agenda

Members: Chair Sidney Bazett (SB), Vice Chair Gerald Lillpop (GL), Bob Dutta (BD)
Director Felicity Wood Carlson (FC), Director Holly Morrison (HM)
Alternate Director Ellie Wooten

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

**Meeting has
been cancelled**

(See department report for
CC&R updates)



*Cameron Park
Community Services District*

Agenda Transmittal

DATE: August 31, 2020

FROM: Jill Ritzman, General Manager

RECOMMENDED ACTION: RECEIVE AND FILE

STAFF UPDATE – NEW CC&R OFFICER

The Cameron Park Community Services District is pleased to announce that Jim Mog accepted the position of CC&R Compliance Officer, and started work for the District on August 24th. Jim is a resident of Cameron Park, and has a wealth of experience in code compliance from the private sector. During his interviews, Jim stressed the importance of problem solving and finding common ground with residents and their neighbors. We feel very fortunate to have Jim join the District team, and carry forward with the work in the CC&R office.

He and Kate will have one week of cross-over for training, but Kate said she would always be available for a phone call. ARC meetings will continue with Mike Grassle transitioning the responsibility to Jim, and the next CC&R Committee will be held on October 5, 2020.

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



**Fire and Emergency Services Committee
Tuesday, September 1, 2020
5:30 p.m.**

TELECONFERENCE ZOOM MEETING
<https://us02web.zoom.us/j/86299673524>

Meeting ID: 862 9967 3524

(Teleconference/Electronic Meeting Protocols are attached)

Agenda

Members: Chair Director Ellie Wooten (EW), 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. **Categorical Exemption for Fire Fuel Reduction** (J. Ritzman)
2. **Volunteer Fire Assistance Grant** (J. Gaines)

3. Staff Updates

- a. Fire Department Reports (K. Richards, J. Gaines)
- b. Fire Training Tower (S. Moranz)

4. Items for October and Future Committee Agendas

- Grand Jury Response Update

5. Items to take to the Board of Directors

MATTERS TO AND FROM COMMITTEE MEMBERS

ADJOURNMENT

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



Parks & Recreation Committee
Monday, August 31, 2020
6:30 p.m.

TELECONFERENCE ZOOM MEETING
<https://us02web.zoom.us/j/89777754999>

Meeting ID: 897 7775 4999

(Teleconference/Electronic Meeting Protocols are attached)

Agenda

Members: Chair Director Ellie Wooten (EW), Vice Chair Director Felicity Carlson (FC)
Alternate Director Holly Morrison (HM)

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

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.

APPROVAL OF AGENDA

APPROVAL OF CONFORMED AGENDAS

OPEN FORUM

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

DEPARTMENT MATTERS

- 1. Sports Fields Renovation Project, Scope of Work and Costs – Strategies and Prioritizing**
(M. Grassle)

2. **California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018 - Proposition 68 Resolution** (J. Ritzman)
3. **“Standing the Heat”, by Jamie Sabbach, California Parks & Recreation Magazine** (written report, information)
4. **Staff Oral & Written Updates**
 - a. Parks & Facilities Report (M. Grassle)
 - b. Recreation Report (oral report, W. Kahn)
 - c. Update Park Development Impact Fees (oral update, J. Ritzman)
5. **Items for October & Future Committee Agendas**
6. **Items to take to the Board of Directors**
 - Park Improvement Plan
 - Proposition 68 Resolution

MATTERS TO AND FROM COMMITTEE MEMBERS

ADJOURNMENT