



AGENDA

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

REGULAR BOARD MEETING

Wednesday, April 19, 2023

6:30 p.m.

Cameron Park Community Center – Assembly Hall
2502 Country Club Drive, Cameron Park, CA 95682

TELECONFERENCE TEAMS MEETING

<https://teams.microsoft.com/l/meetup->

[join/19%3ameeting_NWQxYjRiMjMtYzlyZC00NGY0LTkxMjctMTMzYTVhOWI3YWY1%40thread.v2/0?context=%7b%22Tid%22%3a%227546519e-2cd5-4e2c-bed5-ac3d46eec8ff%22%2c%22Oid%22%3a%226d10505d-d97c-4d9f-bfb6-b0760ec1f1a8%22%7d](https://teams.microsoft.com/join/19%3ameeting_NWQxYjRiMjMtYzlyZC00NGY0LTkxMjctMTMzYTVhOWI3YWY1%40thread.v2/0?context=%7b%22Tid%22%3a%227546519e-2cd5-4e2c-bed5-ac3d46eec8ff%22%2c%22Oid%22%3a%226d10505d-d97c-4d9f-bfb6-b0760ec1f1a8%22%7d)

Board Members

Sidney Bazett	President
Monique Scobey	Vice President
Eric Aiston	Board Member
Dawn Wolfson	Board Member
Tim Israel	Board Member

CALL TO ORDER

- A. Roll Call
 - B. Pledge of Allegiance
-

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

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ADOPTION OF THE AGENDA

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

1. Adopt the Agenda
-

RECOGNITIONS, APPOINTMENTS, AND PRESENTATIONS

The 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. The Board of Directors is prohibited from discussing issues not on the agenda brought to them at this time. According to State Law (the Brown Act), items must first be noticed on the agenda before any discussion or action.

NONE

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 #12 to be discussed and acted upon individually.

4. **APPROVE** Conformed Agenda – Board of Directors Regular Meeting March 15, 2023
5. **APPROVE** Conformed Agenda – Board of Directors Special Meeting March 28, 2023
6. **APPROVE** Conformed Agenda – Board of Directors Special Meeting March 29, 2023
7. **APPROVE** 2023 Managed Services Agreement with Executech (C. Greek)

AGENDA

8. **APPROVE RESOLUTION 2023-11** Authorizing the Auditor of El Dorado County to Levy and Collect Assessments for the Fiscal year 2023-24
9. **APPROVE RESOLUTION 2023-12** Directing the Preparation of the Engineer's Report for the Continuation of the Landscape and Lighting Assessment Districts Unit Numbers 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, and 50
10. **APPROVE** Surplus of District Vehicle (M. Grassle)
11. **RECEIVE AND FILE** General Manager's Report (A. Pichly)

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.

Each item has an estimated time that staff believes will be required, at minimum, for that item to be introduced, discussed, time for public comment, and action on that item. It is possible the item will take less time or more time. The estimated time is merely a management tool for the Board during its meetings and not intended in any way to limit public debate or input.

12. Items removed from the Consent Agenda for discussion.
13. **RECEIVE, DISCUSS, AND DIRECT** – Presentation by Kyle Ericson of El Dorado Water Agency regarding request to participate financially in a Cameron Park Drainage Improvement Study (A. Pichly, est. 20-30 minutes)
14. **APPROVE RESOLUTION 2023-14** Authorizing the General Manager to execute a professional services agreement with AP Triton for the production of a Fire Master Plan (A. Pichly, D. Martin, est. 10 minutes)
15. **RECEIVE, DISCUSS AND DIRECT** contract extension with CALFIRE for an additional 5-years (A. Pichly, est. 10-15 minutes)
16. **RECEIVE AND DIRECT** - Pickle Ball at Cameron Park Lake (A. Pichly, M. Grassle, A. Domingo, est. 15-20 minutes)
17. **APPROVE RESOLUTION 2023 -13** to rescind Resolution 2020-26 to fund improvements at Cameron Park Lake, including up to 75% of the cost of a new splash and spray playground at Cameron Park Lake **or** Direct the General Manager to issue a Request for Proposals for construction services for the Cameron Park Lake Splash Pad (A. Pichly, M. Grassle, est. 10 minutes)

18. **RECEIVE & DISCUSS** – Park Improvement Plan (A. Pichly, est. 15-20 minutes)
-

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.

19. Committee Chair Report-Outs (est. 5-10 minutes)
- a. Budget & Administration
 - b. Covenants, Conditions & Restrictions (CC&R)
 - c. Fire & Emergency Services
 - d. Fire Contract Negotiation Ad Hoc Committee
 - e. Parks & Recreation
20. General Matters to/from Board Members and Staff (est. 5 minutes)
-

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):

- Public Employment pursuant to Government Code Section 54957.
Title: General Manager
-

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.



CONFORMED AGENDA

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Third Wednesday of the Month

REGULAR BOARD MEETING

Wednesday, March 15, 2023

6:30 p.m.

Cameron Park Community Center – Assembly Hall

2502 Country Club Drive, Cameron Park, CA 95682

TELECONFERENCE TEAMS MEETING

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Board Members

Sidney Bazett	President
Monique Scobey	Vice President
Eric Aiston	Board Member
Dawn Wolfson	Board Member
Tim Israel	Board Member

AGENDA

CALL TO ORDER 6:32 pm

- A. Roll Call
 - B. Pledge of Allegiance
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ADOPTION OF THE AGENDA

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

1. Adopt the Agenda

MS made a motion to adopt the agenda

Motion – MS/ 2nd – DW

Ayes – SB/MS/EA /TI/DW – Motion passed

Noes – None

Absent- None

Abstain - None

RECOGNITIONS, APPOINTMENTS, AND PRESENTATIONS

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- 2. Appointment of community members Patricia Rivera and Don Clason to the Architectural Review Committee (ARC).
 - 3. Sierra Nevada Energy Watch (SNEW) program - Meredith Anderson of Sierra Business Council
-

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

AGENDA

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

MS requested to pull item #9 from the consent agenda.

TI requested item to pull #6 from the consent agenda.

EA moved to approve consent agenda pulling items #6 and #9..

Motion – EA/ 2nd – SB

Ayes – SB/MS/EA /TI/DW – Motion passed

Noes – None

Absent- None

Abstain - None

4. **APPROVE** Conformed Agenda – Board of Directors Regular Meeting November 16, 2022
5. **APPROVE** Conformed Agenda – Board of Directors Regular Meeting January 18, 2023
6. **APPROVE** Conformed Agenda – Board of Directors Regular Meeting February 15, 2023
7. **RECEIVE AND FILE** New Brown Act Teleconferencing Requirements per AB 2449 (A. Pichly)
8. **APPROVE Resolution 2023-10-** Approve Additional Services Agreement with Callander Associates (A. Pichly)
9. **RECEIVE AND APPROVE** – Addition to 2023 Work Plan goals from the Fire & Emergency Services Committee (A. Pichly)
10. **RECEIVE AND FILE** General Manager’s Report (A. Pichly)

GENERAL BUSINESS

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11. Items removed from the Consent Agenda for discussion.

Item #6: APPROVE Conformed Agenda – Board of Directors Regular Meeting February 15, 2023

- TI requested that corrections to be made on the votes for the February 15th meeting, items #12 and #14, switch TI votes from nay to aye.

MS made a motion to approve item #6 with the corrections requested.

Motion – MS/ 2nd – DW

Ayes – SB/MS/EA /TI/DW – Motion passed

Noes – None

Absent- None

Abstain – None

Item #9: RECEIVE AND APPROVE – Addition to 2023 Work Plan goals from the Fire and Emergency Services Committee.

- MS asked staff and board for information on why they want to bring back the resident Fire Fighter intern program given the current staffing challenges in the fire department.

MS made a motion to and to the 2023 Work Plan goals as stated in item #9.

Motion – MS/ 2nd – TI

Ayes – SB/MS/EA /TI/DW – Motion passed

Noes – None

Absent- None

Abstain – None

12. **PUBLIC HEARING** – Second reading of Weed and Rubbish Abatement Ordinance Amendment (K. Richards, est. 5-10 minutes)

TI made a motion to adopt Resolution 2023-08 to approve and amend Cameron Park Community Services District ordinance #2023.18 Weed and Rubbish Abatement Ordinances.

Motion – TI/ 2nd – EA

Ayes – SB/MS/EA /TI/DW – Motion passed

Noes – None

Absent- None

Abstain – None

13. **RECEIVE AND FILE** – Fire Contract Ad Hoc Committee report (A. Pichly, E. Aiston, M. Blankenheim / est. 15-20 minutes)

14. **RECEIVE AND APPROVE** – Fire Master Plan Request for Proposals Recommendation (A. Pichly, D. Martin, est. 10 minutes)

- Board wants workshops with the public, are added to the scope of work and would like a 10 – 15-year Master Plan.

MS made a motion to redirect staff to update the RFP per the boards comments and put it out at their earliest convenience.

Motion – MS/ 2nd – TI

Ayes – SB/MS/EA /TI/DW – Motion passed

Noes – None

Absent- None

Abstain – None

BOARD INFORMATION ITEMS

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

15. Committee Chair Report-Outs (est. 5-10 minutes)
 - a. Budget & Administration
 - b. Covenants, Conditions & Restrictions (CC&R)
 - c. Fire & Emergency Services
 - d. Fire Contract Negotiation Ad Hoc Committee
 - e. Parks & Recreation
16. General Matters to/from Board Members and Staff (est. 5 minutes)
 - Board requested to have lake repair come back to March 28th Board of Directors meeting for approval to remove prior provision of the motion.
 - Board requested the GM exercise his discretionary spending in order to bring a speaker to the April 28th Board of Directors meeting.
 - There were no objections

ADJOURNMENT 9:05 pm

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CAMERON PARK COMMUNITY SERVICES DISTRICT

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

CONFORMED AGENDA

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

SPECIAL BOARD MEETING

Tuesday, March 28, 2023

6:30 p.m.

Cameron Park Community Center – Gymnasium

2502 Country Club Drive, Cameron Park, CA 95682

TELECONFERENCE TEAMS MEETING

<https://teams.microsoft.com/l/meetup->

[join/19%3ameeting_ZDRINDQ4ZDQQtZDk3YS000TEzLWlxNWItMzI3NzQ3ZWM5Mzg3%40thread.v2/0?context=%7b%22Tid%22%3a%227546519e-2cd5-4e2c-bed5-ac3d46eec8ff%22%2c%22Oid%22%3a%22b510e640-8ba3-421f-a075-694cad7ace01%22%7d](https://teams.microsoft.com/join/19%3ameeting_ZDRINDQ4ZDQQtZDk3YS000TEzLWlxNWItMzI3NzQ3ZWM5Mzg3%40thread.v2/0?context=%7b%22Tid%22%3a%227546519e-2cd5-4e2c-bed5-ac3d46eec8ff%22%2c%22Oid%22%3a%22b510e640-8ba3-421f-a075-694cad7ace01%22%7d)

Board Members

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Monique Scobey	Vice President
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Dawn Wolfson	Board Member
Tim Israel	Board Member

AGENDA

CALL TO ORDER 6:35 pm

- A. Roll Call
 - B. Pledge of Allegiance
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ADOPTION OF THE AGENDA

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1. Adopt the Agenda

MS made motion to adopt the agenda.

Motion – MS/ 2nd – TI

Ayes – SB/MS/EA /TI/DW – Motion passed

Noes – None

Absent- None

Abstain - None

RECOGNITIONS, APPOINTMENTS, AND PRESENTATIONS

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GENERAL BUSINESS

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2. **RECEIVE, DISCUSS, AND DIRECT** – Pickle Ball at Cameron park Lake (est. 45 minutes)
 - Board directs to bring this forward to the Board at the April Board of Directors Meeting with the intent to make a decision for a short-term solution to the pickle ball situation.
 - Board to a 5-minute recess at 8:22 pm.
 - Board resumed meeting at 8:27 pm.
3. **RECEIVE AND DISCUSS** – Splash Pad at Cameron Park Lake (est. 45 minutes)
 - Board directs staff for the May Board of Directors meeting to schedule a vote to cancel the project.
4. **RECEIVE AND FILE** - Cameron Park Lake culvert/roadway repair project update (5 minutes)

ADJOURNMENT 10:32 pm

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CONFORMED AGENDA

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

SPECIAL BOARD MEETING

Study Session

Wednesday, March 29, 2023

6:30 p.m.

Cameron Park Community Center – Assembly Hall

2502 Country Club Drive, Cameron Park, CA 95682

TELECONFERENCE TEAMS MEETING

[https://teams.microsoft.com/l/meetup-](https://teams.microsoft.com/l/meetup-join/19%3ameeting_ZDRINDQ4ZDQtZDk3YS000TEzLWlxNWItMzI3NzQ3ZW5Mzg3%40thread.v2/0?context=%7b%22Tid%22%3a%227546519e-2cd5-4e2c-bed5-ac3d46eec8ff%22%2c%22Oid%22%3a%22b510e640-8ba3-421f-a075-694cad7ace01%22%7d)

[join/19%3ameeting_ZDRINDQ4ZDQtZDk3YS000TEzLWlxNWItMzI3NzQ3ZW5Mzg3%40thread.v2/0?context=%7b%22Tid%22%3a%227546519e-2cd5-4e2c-bed5-ac3d46eec8ff%22%2c%22Oid%22%3a%22b510e640-8ba3-421f-a075-694cad7ace01%22%7d](https://teams.microsoft.com/l/meetup-join/19%3ameeting_ZDRINDQ4ZDQtZDk3YS000TEzLWlxNWItMzI3NzQ3ZW5Mzg3%40thread.v2/0?context=%7b%22Tid%22%3a%227546519e-2cd5-4e2c-bed5-ac3d46eec8ff%22%2c%22Oid%22%3a%22b510e640-8ba3-421f-a075-694cad7ace01%22%7d)

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AGENDA

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ADOPTION OF THE AGENDA

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1. Adopt the Agenda

EA made a motion to adopt the agenda as written.

Motion – EA/ 2nd – DW

Ayes – SB/MS/EA /TI/DW – Motion passed

Noes – None

Absent- None

Abstain – None

RECOGNITIONS, APPOINTMENTS, AND PRESENTATIONS

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2. **Presentation** - Amanda Ross of South Fork Consulting: Countywide Fire Protection and Emergency Medical Services MSR & SOI Update for Cameron Park (est. 30 minutes)
 - Board took a 5-minute recess at 7:40 pm
 - Board resumed meeting at 7:50 pm
-

OPEN FORUM FOR NON-AGENDA ITEMS

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GENERAL BUSINESS

AGENDA

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3. RECEIVE AND DISCUSS – Final Report from Fire Contract Ad Hoc Committee regarding Fire Services in Cameron Park (est. 60 minutes)

- The Board meeting convened to closes session at 9:10 pm
-

PUBLIC COMMENT

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CONVENE TO CLOSED SESSION

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

- Public Employee Annual Performance Evaluation pursuant to Government Code Section 54957. Position: General Manager (est. 5 minutes)
Board moved into closed session at 9:10 pm. Board was in closed session for approximately 20 minutes. Closed session ended at 9:30 pm.
-

ADJOURNMENT 9:35 pm

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Agenda Transmittal

DATE: April 19, 2023

FROM: Christina Greek, Finance/HR Officer

AGENDA ITEM #7: Executech Managed Services Agreement 2023

RECOMMENDED ACTION: APPROVE

Background

In June 2017, the District's General Manager entered into a one-year Managed Services Agreement, which was amended by the District to extend the agreement for an additional year in May 2018 and amended again for an additional three years in August of 2019. The current amendment to the original agreement expired on May 21, 2022.

In April 2022, the General Manager brought a new contract for approval to the Board of Directors. The item was removed from the agenda and direction was given for staff to release an RFP for IT services and bring back a contract upon completion. The District released the RFP on October 20, 2022, with a closing date of November 18, 2022. The District received 2 responses to our request. While conducting a comparison of the two proposals staff found that Executech was the lower contract. The contract went to the Budget and Administration Committee in January and February of 2023.

Discussion

During the February 15, 2023, the Board of Directors passed a motion to approve the authorization for the GM entering into a contract with Executech so long as the contract includes a do not exceed amount of \$120,000 over the life of the 3 year contract. Executech included the language request of the Board of Directors and Executech staff requested additional language be added as well. Executech added the attached language to the proposed contract an Appendix B- Fees and Payment Schedule:

Commitment not to exceed \$120,000.00 for current services provided* in table above for term of the Agreement, however, the potential quantity

change in workstation/device count will not be included. *Services provided do not include any work involving a Project. A project includes, but isn't limited to, any scoping, project hours, cybersecurity ransom-ware breach and recovery, security assessment, implementation, and training, mergers & acquisitions on-boarding and support, hardware upgrades, renewals, procurement, and installation, networking infrastructure assessments and migrations, Microsoft migrations, cloud migrations, office moves, cabling work, data migration, backup and DR installation, MFA deployment, and network cleanups.

Recommendation

Approve General Manager to sign contract with additional changes.

Attachment:

7a- Managed Services Agreement 2023

2023 MANAGED SERVICES AGREEMENT



3/1/2023

CAMERON PARK COMMUNITY SERVICES DISTRICT

Proposal Team

Name	Role	Phone	E-mail
Steve Petty	General Manager, Sacramento	916.753.1136	steve.petty@executech.com
Brandon Petty	Account Manager	530.333.7232	brandon.petty@executech.com
Amy Norris	Director of Services	916.753.1092	amy.norris@executech.com

Partner Details

Name	Cameron Park Community Services District
Address	2502 Country Club Drive – Cameron Park, CA – 95682
Primary Contact Name	Andre Pichly
Primary Contact Phone	530.350.4651
Primary Contact Email	apichly@cameronpark.org

Revision History

Revision	Revision Date	Name	Notes
1.0	Nov. 2022	Brandon Petty	Initial Proposal
1.1	Jan. 2023	Brandon Petty	Amended Proposal
1.2	Feb. 2023	Brandon Petty	Amended Proposal

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This Statement of Work (this “SOW”) is entered into between **Cameron Park Community Services District**, hereinafter referred to as “Client”, and Executech, Inc., hereinafter referred to as “Service Provider”.

1. TERM OF SOW

a. Initial Term

This SOW is effective upon **March 1, 2023** and shall remain in force for a period of three (3) years (“Initial Term”). This SOW, along with the most recent amended Base Rate, will automatically renew for a subsequent one (1) year term beginning on the day immediately following the end of the Initial Term, unless either party gives the other 90 days prior written notice of its intent to renegotiate or terminate this SOW.

b. On-boarding

On-boarding of a new Client can take forty-five to sixty (45-60) days depending on the size and scope of the project and concurrent Client on-boarding. Once on-boarding has initiated, the Client will be introduced to an on-boarding team. The on-boarding team will provide the Client with the timeline of the servicing and service expectations. During on-boarding, the discovery of additional agents and devices can occur, which may alter the initial monthly estimate in the SOW (Refer to Appendix B). A review of all discovered agents and devices will be held with each Client and any pricing adjustments will be addressed and resolved.

c. Transfer of Services

At the termination of the SOW, Service Provider will upon request, assist Client in the orderly termination of services, including timely transfer of the services to another designated provider. Client agrees to pay Service Provider for the actual costs of rendering such assistance, calculated at Service Provider’s then hourly rate for services provided during normal working hours.

d. Strategic Business Change

For significant strategic business changes, to include but not limited to mergers, acquisitions, joint ventures, divestitures, splits, or other business activities that could affect the services of the SOW, the Client shall provide notice of anticipated changes to the Service Provider ninety (90) days in advance. All strategic business changes should jointly be discussed to evaluate service direction and expectations.

2. SERVICES PROVIDED

a. Managed Services Packages

Service Provider will provide Client the services described as **Proactive** in the following table.

Category / Description:		
	Proactive	Comprehensive
Per User / Device [1]:	\$60.00	\$115.00
Per Server:	\$130.00	\$255.00
Per Site [2]:	\$150.00	\$150.00
Per Storage / Backup Device:	\$50.00	\$50.00
Per Network Device:	\$25.00	\$25.00
Systems Monitoring:		
Automated:	24x7x365	24x7x365
Staffed [3]:	24x7x365	24x7x365
Remote Help Desk Access:	Included	Included
Management & Maintenance:		
Workstations:	Remote	Remote/On-Site
Infrastructure:	Remote	Remote/On-Site
DSA Certification Required:	NA	Yes
Maintenance Support: Remote		
Help Desk (Hourly):	Included	Included
Data Center (Hourly):	Included	Included
Maintenance Support: On-Site		
Help Desk (Hourly):	\$175.00	Included
Data Center (Hourly):	\$270.00	Included
Project Rates:	\$150.00-\$270.00/Hr	\$150.00-\$270.00/Hr
Additional Services:		
Backup	Monitor & Management	Monitor & Management
Monitored Device Inventory	Included	Included
Policy & Procedure Document Access	Optional	Included
Hardware and Software Procurement Services	Included	Included
Annual IT Strategic Planning	Optional	Included
Workstation Setup Not-to-exceed price [4]	up to \$455.00 per w/s	up to \$455.00 per w/s
NOTES:	Per Named User or Workstation, whichever is greater. [1] Devices include (1) Desktop or Laptop with Anti-virus Software and (1) non-windows mobile device.	
	[2] Covers one firewall and one switch per location.	
	[3] Live Help Desk Services are available 24/7/365. Critical issues will be escalated and handled by our on-call technical team.	
	[4] Workstation setups fees will not exceed \$ 455.00 per unit. This pricing applies only to workstations provided by Executech. Not to exceed installation fees do not apply to workstations purchased directly by the Client.	

b. Managed Services Definitions

In general, the types of services provided under the contracts are as follows and are either included or for an additional fee. (Refer to Appendices for applicable charges)

Monitoring Services

- Software-based monitoring of all devices included in the contract. These systems are monitoring 24x7x365 by the system included in the service.
- Automated alerts for IT based on specific thresholds and performance targets available.
- Service Provider staff will monitor and remediate based on the service package selected.
- Enhanced Anti-virus Software is included within this SOW for covered Servers and Workstations.

Maintenance Services

- Unlimited “break/fix” service desk support for users regarding their business desktop and/or laptop computers. Where devices are outside of warranty, the device may be replaced at Client cost rather than repaired with Client’s prior approval, and any device outside of warranty will incur a 20% increase in base price coverage (Refer to Appendices for base prices)
 - Virus and Ransomware remediation is a difficult and complicated process without a guaranteed outcome, so Client will be allotted two hours of “best effort” troubleshooting by Executech per outbreak and be billed for services under standard hourly rates thereafter.
- Maintenance of workstations for security updates and patches.
- Maintenance and troubleshooting existing data center infrastructure including network (i.e., LAN/WAN) devices.
 - Infrastructure hardware must be under current support SOW to get timely support. Items not under a current maintenance SOW will be allotted one hour of best effort troubleshooting and be services under standard hourly rates thereafter.
 - Business class hardware is required, which is defined as equipment that can be joined to a domain, managed, and under warranty with the manufacturer. This equipment should meet the Client’s needs for 3 to 5 years.
- Support e-mail usage for mobile devices.
 - Due to the wide range of applications and services provided by mobile devices, additional support is based on best effort.
- Assist in the support of printers and work with managed print services company for printer support. Printers not under a current maintenance SOW will be allotted one hour of best effort troubleshooting and be services under standard hourly rates thereafter.
- Backup management and maintenance. Refer to Appendices for supported backup solutions.
- Infrastructure (Server, switch, firewall) firmware review and upgrades.

Management Services

- Inventory management for the devices covered in the contract including those added during the term of the SOW.
- Coordination with Client's vendors for access and/or connectivity to Client's network, only with Client's prior permission.
- Executech may offer referrals to vendors known by Executech for Client's needs that fall outside of Executech's Service offerings or Maintenance responsibilities, i.e., telco services, hosting services, printing vendors. Executech has no responsibility to manage these vendors on the Client's behalf unless the vendor works directly for and is engaged by and paid by Executech.
- IT Hardware, software, and services procurement, excluding specialty software and equipment (e.g., we may not resell business specific software).
- Access to Executech standard policy and procedure documents for common IT use cases.
- Client Success Managers to assist in IT strategy planning and budgeting meeting.

Co-Managed IT Services

- This SOW does not include Co-managed IT Services. Co-Managed IT Services are defined as the instance when a Client has an internal IT person(s), employed by the Client, that supports the on-site day to day issues for the Client while Executech provides proactive/reactive monitoring, remediation, and escalation of issues. Executech encourages the use of our support tools such as ConnectWise, Automate and Auvik which promotes unilateral teamwork between the Client and Executech. If these services are provided within this SOW, they will be reflected in the Fees and Payment Schedule accordingly.

Staff Augmentation

- This SOW does not include Staff Augmentation. Staff Augmentation is defined as a Executech on-site full-time equivalent IT person(s) to support the day-to-day issues for the Client. This or these on-site persons(s) will be augmented by the Executech remote Team which will provide monitoring, remediation and escalation of IT issues. The on-site resource(s) will utilize tools such as ConnectWise, Automate and Auvik. This Executech staff member(s) will report on-site daily during Client's normal working hours, Monday through Friday. For vacation or sick days, the Executech remote Team will provide support in their absence, which may include on-site or remote assistance. If these services are provided within this SOW, they will be reflected in the Fees and Payment Schedule accordingly.

Business Applications Software

- Assist in preparing for software upgrades, updates/changes for the IT environment to support. Business Applications software shall be covered under a vendor maintenance SOW. Business software vendor is responsible for troubleshooting of the application and performing software upgrades and updates. Executech will work in conjunction with the vendor to troubleshoot any network issues as they arise.
- See Appendix A for all standard response times and escalation procedures.

c. Service Provider Responsible for Its Employees/Contractors

All services rendered will be provided by Service Provider's employees and/or contractors and Service Provider will be solely responsible for directing, managing, and supervising such employees' and/or contractors' daily activities while they are performing the Services.

d. Services Framework and Scope

The framework for services provided is expected to include all items as defined in the Managed Services Package and the corresponding description of services. Additionally, this is further defined by the items below:

- Maintenance includes minor software updates to software and devices in the contract.
- Vendor software support means working with the vendor technical support teams to maintain software that is installed on covered computers.
 - This will be done as a "best-effort" and should not be construed as a guarantee of resolution since Service Provider is not the creator of the software. Client is expected to maintain manufacturer software support for all applications.
- Major upgrades between Operating Systems and software versions are significant efforts with important planning and may require new hardware, therefore these are a Project Request and not a maintenance task of the SOW.
- New equipment roll-outs for upgrades, etc., are project-based tasks. For New Workstation set-ups, refer to Section 2.a. for not to exceed workstation set-up pricing. Not to exceed pricing will only apply to workstations purchased through Executech. Workstations purchased directly by Client will be installed by Executech staff on a Time and Materials basis.
- Services requiring staff to support items outside of maintenance are deemed projects. This includes office moves, data center relocations, etc.
- Service Provider is positioned to serve the Client's Project Request needs. Such engagements might include new software implementations/migrations, infrastructure upgrades, and office remodel/relocations. A specific scope of work and fee schedule will be provided for each Project Request allowing the Client to make the best possible IT decisions with the Services provider.

3. RESPONSE AND RESOLUTION TIME AND ESCALATION

Requests for services may be sent by any of the Client's authorized staff and tracked centrally through Service Providers Help Desk Management Software. Each request from Client will be assigned an Incident Number for tracking. Service Provider's response, resolution and escalation process will coincide with that of the Client and will be modified at the Client's request. All Incidents will be subject to the Service Level Agreements response times designated in Appendix A.

4. FEES AND PAYMENT SCHEDULE

a. Monthly Fees (Refer to Appendix B)

Service Provider will invoice Client 30 days in advance of services on a monthly basis, and the Base Fee will become due and payable on the first of every month through ACH (Refer to Appendix D). Please refer to the Terms and Conditions Addendum below for explanation on late fees and open balances.

b. Annual Base Fee Adjustments

In addition to any adjustments related to additions or subtractions for specific users or devices, the most current SOW Base Fee will increase 5% annually on the anniversary date to accommodate general market increases anticipated. The escalation amount will automatically be applied to the adjusted Base Fee.

c. Fees for Increased Coverage

Upon the addition or subtraction of a user/device, server, storage/backup device, network device, new business site, or any other device management previously agreed to, an SOW amendment to the monthly billing will be created and automatically updated to the invoice on the next monthly billing cycle. The amendment will reflect the new pricing for the Client's monthly billing and the amendment will be sent to the Client for awareness.

If Client desires to add additional services in areas of the contract, Service Provider and Client's management will both review and approve the request in writing prior to adjusting the contract according to the specified rate in the contract. If no contract rate is defined for the service requested, Service Provider and Client will negotiate the amount of such a change and enter into an appropriate written amendment or addendum reflecting such increases.

d. Fees for Additional Services

From time to time, Client may request services not covered by this SOW. In such instances, applicable services will be provided at the rates listed in the selected SOW coverages (Appendix B), otherwise, all other additional services will be billed outside of the SOW.

e. Fees for Travel

Airfare, hotel, and other travel expenses will be passed on to Client at cost when requested to travel on the Client's behalf.

5. TAXES

It is understood that any federal, state, or local taxes applicable to the Services shall be added to each invoice for services or materials rendered under this SOW. Client shall pay any such taxes unless a valid exemption certificate is furnished to Service Provider for the state of use. The parties acknowledge and agree that Client shall not be liable for any payroll taxes associated with Service Provider's employees, all of which shall be borne by Service Provider.

6. EXCLUDED SERVICES

Services in the fee of this SOW do not include:

- a. Items defined in the contract as Project Requests. These can be completed by the Service Provider as separate projects outside of standard maintenance and management services in this SOW.
- b. Failure due to natural or man-made disasters, building modifications, power failures, Internet outages or other adverse environmental conditions or factors.
- c. Troubleshooting or remediation of Employee home networks or technology or the remediation of third-party facilities such as Client or Client locations, hotels, conference centers or public wireless access.
- d. Business Applications support, upgrades, updates, and changes would not be covered under this SOW.

7. ACCEPTANCE

IN WITNESS WHEREOF, the parties hereto have caused this Information Technology Services Agreement to be signed by their duly authorized representatives as of the date set forth below.

Accepted by:

Steve Petty	Executech	Date
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Andre Pichly	Cameron Park Community Services District	Date
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ADDENDUM – TERMS AND CONDITIONS

8. APPLICABILITY

- a. The accompanying Statement of Work (“**SOW**”) is an agreement by CAMERON PARK COMMUNITY SERVICES DISTRICT (“**Client**”) for the purchase of the services provided by EXECUTECH UTAH, LLC (“**Service Provider**”) in accordance with and subject to these terms and conditions (these “**Terms**” together with the SOW, this “**Agreement**”).
- b. This Agreement, together with any documents incorporated herein by reference, constitutes the sole and entire agreement of the parties, and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. In the event of any conflict between these Terms and the SOW, the SOW shall govern. These Terms prevail over any terms and conditions contained in any other documentation and expressly exclude any of Service Provider’s general terms and conditions or any other document issued by Service Provider in connection with this Agreement.

9. SERVICES

- a. Service Provider shall provide the services to Client as described in the SOW (the “**SOW**”) in accordance with these Terms.

10. PAYMENT TERMS

- a. Due. Unless otherwise stated, Service Provider offers Net 30 terms to Client. Invoices are past due if they are not paid in full within thirty (30) days from the invoice date.
- b. Late Fees. If Client fails to pay within the terms provided, interest on the unpaid balance will begin to accrue at the lesser of the maximum rate permitted under applicable law or one and one-half percent (1.5%) per month from the date due.
- c. Open Balances. Clients with open balances more than ninety (90) days from the invoice date will be evaluated for suspension of any and all Services and will be evaluated to have the open balance submitted to a collection agency. Client agrees to pay for any and all collection costs and/or attorney’s fees.
- d. Credit Card Fees. All payments made with a credit card are subject to a three percent (3%) convenience fee, per transaction.
- e. Service Fees. As outlined in the SOW, service fees shall increase each year on the anniversary date of this agreement by the greater of 5% or the increase in the U.S. consumer price index, with such increase not to exceed 10% per annum.

11. CONFIDENTIALITY

- a. Client Confidential Information. Client acknowledges Service Provider may acquire information of Client, or Client’s customers, that Service Provider knows Client considers to be confidential and proprietary (“**Client Confidential Information**”). Examples may include, without limitation, customer lists, pricing, purchase records, financial records, tax records, medical records, and legal records. Service Provider will

use commercially reasonable efforts to maintain the confidentiality of Client Confidential Information and will not use it for Service Provider's own benefit or disclose it to third parties without the prior written consent of Client, except as expressly permitted herein. Service Provider may disclose Client Confidential Information to its employees, consultants, or others to perform Services for Client. This provision will not extend to information that (i) Service Provider already knew, (ii) Service Provider learns independently of Client, (iii) becomes generally available through no fault of Service Provider, or (iv) Service Provider is legally obligated to disclose. Notwithstanding the foregoing, Client Confidential Information may be disclosed to the officers, directors, employees, agents, or representatives of Service Provider on a "need to know" basis for the purposes of performing its respective obligations pursuant to this Agreement.

- b. Provider Confidential Information. Client acknowledges that it may acquire Service Provider's proprietary checklists and installation/configuration procedures, and other information of a proprietary or confidential nature, which Service Provider considers confidential information ("**Service Provider Confidential Information**"). Client will use commercially reasonable efforts to maintain the confidentiality of Service Provider Confidential Information and will not disclose Service Provider Confidential Information to third parties without the prior written consent of Service Provider.
- c. Advertising and Publicity. Except for materials already made public, neither party will distribute any news releases, articles, brochures, speeches, or advertisements concerning this Agreement, nor use the other party's name or trademarks (or any variation thereof), without the other party's prior written consent, which will not be unreasonably conditioned, withheld, or delayed.

12. NON-SOLICITATION

- a. Term. Client hereby expressly recognizes the expertise of Service Provider's employees and covenants to not solicit or encourage, directly or indirectly, any of Service Provider's employees for work not contemplated in the SOW, including without limitation (i) private use of the Service Provider employee by Client or its affiliate; (ii) making offers to the Service Provider employee in an attempt to lead the Service Provider employee from Service Provider and to Client; (iii) requesting any information regarding Service Provider or its employees that is not contemplated by the SOW and/or has not been authorized by Service Provider; (iv) attempting to engage the Service Provider employee in "side work" or "moonlighting prospects" in which the Service Provider employee would do work for Client, or one of its affiliates, outside of the scope of the SOW regardless of whether the Service Provider employee would or would not receive additional compensation not expressly stated in the SOW; (v) any and all attempts to disenfranchise the Service Provider employee from his/her employment relationship with Service Provider; and (vi) making any attempt whatsoever, in any degree, to solicit work from the Service Provider employee, either on a contractual basis, as party to a competitor of the company, or through full-time employment.
- b. Penalty. If written approval is not provided by the CEO of Service Provider and Client violates the provisions of this Section 5, Client will pay Service Provider liquidated damages in an amount equal to the total compensation, including salary, wages, bonuses, commissions, equity, employee benefits, cost of training, etc., that the applicable Service Provider employee received during the prior twelve (12) months of employment or \$100,000.00, whichever is greater. Because of Service Provider's unique offering and the difficulty of determining actual damages associated with losing trained Service Provider Employees, the parties acknowledge that the measure of liquidated damages set forth in this Section 5 is reasonable.

This provision for damages will not limit remedies against Client for any other breach of this Section 5 or from asserting any cause of action independent of it.

13. RESPONSIBILITIES

- a. Shared Responsibility. Client is responsible for: (i) cooperating with Service Provider in the provision of the Services; (ii) providing timely and effective performance of its responsibilities, decisions, and approvals; (iii) procuring and paying for any equipment, supplies, or software necessary to support its information technology system as well as to support the delivery of the Services; and (iv) providing any applicable system and IT infrastructure documentation as requested.

If Service Provider arrives at the scheduled service time and determines Client has failed to comply with this Section 6(a), Services may be denied, and a cancellation charge will be assessed on a time-and-materials basis.

- b. Access. Service Provider may install software to access Client's equipment and check the status of antivirus/patches as well as to make repairs. If Client wishes to decline this software installation and subsequent access, Client must notify Service Provider in writing. Client will also provide Service Provider access to user workstation areas and the name, phone number, email address and title for each authorized user. Every user must be listed as an authorized help desk caller.
- c. Information and Technology. Client will provide accurate information to Service Provider in connection with the Services. Client will maintain current software, hardware, and operating systems necessary for the provision of the Services. All servers and computers must be running an operating system that is no closer than one (1) year from being end of life, and currently under a manufacturer's warranty. All software must be genuine, licensed and vendor-supported. Client understands the Services and system are subject to external factors not within Service Provider's control. Client will ensure that its internet connection is secure. Client will obtain all necessary software licenses, hardware warranties, data file storage, backups, and other support necessary for Service Provider to provide the Services. All systems must use Service Provider's designated anti-virus and anti-malware software. The network must have Service Provider approved firewalls, access points, and managed switches that are currently licensed, up-to-date, and vendor-supported.
- d. EULAs. Portions of the Services may require Client to accept the terms of one or more third-party end user license agreements ("**EULAs**"). If the acceptance of a EULA is required to provide the Services to Client, Client hereby grants Service Provider authority to accept such EULA on Client's behalf. EULAs may contain service levels, warranties, and liability limitations that differ from those contained in this Agreement. Client agrees to be bound by the terms of such EULAs and will look only to the applicable third-party provider for any claim pursuant to such EULAs.
- e. Data Backup. Client agrees to back up all data, files, and information prior to the performance of any Services and hereby assumes sole responsibility for any lost or altered data, files, or information.
- f. Reliance on Representations. Service Provider will be entitled to rely on the representations of Client's management and staff.
- g. Reliance on Data. In order to keep the costs of the project to a minimum, Client staff may be utilized to supply basic data and documents. Service Provider will be entitled to rely on any data obtained from

Client personnel will be accurate. This data will be analyzed to determine the existing hardware/software architecture.

- h. Environment, Network, Equipment, or System Changes. Client agrees to notify and consult Service Provider before initiating changes to its IT environment, before moving, modifying, altering, or adding any equipment to the operating network or system, or before implementing third-party vendor changes. Service Provider will review the proposed changes and inform Client of any potential impacts to the Services as well as Client's business operations. Modifications to the environment, network, equipment or system without prior consent of Service Provider may result in the nullification of warranties and service agreements applicable to such equipment and related Services, and Client, therefore, releases Service Provider from any obligations to maintain such modified environment, network, equipment or system. If Client chooses to implement changes that negatively impact the Services, Client will hold Service Provider harmless for any resulting issues.
- i. Risk of Loss. Client will bear the risk of any loss, damage, or destruction of Client's assets, equipment, or property provided or maintained by Service Provider from: fire, water damage, theft, or other casualties. Client will be solely responsible for insuring Client's property and filing insurance claims for losses associated therewith.
- j. Property Destruction. If Client or any employees or contractors of Client damage any Service Provider Property (as hereinafter defined), including Service Provider's network systems, Client will be responsible for Service Provider's remediation of such damage. This may include, without limitation, time spent investigating the problem, correcting the problem, and replacing any technical hardware, or cabling. All such remediation work will be billed to Client at Service Provider's then-current time-and-materials rates.
- k. Data Loss. Under no circumstances will Service Provider be responsible for any data lost, corrupted, or rendered unreadable due to (i) communication and/or transmissions errors or related failures, (ii) equipment failures (including but not limited to silent hardware corruption-related issues), or (iii) Service Provider's failure to backup or secure data from portions of the system not expressly designated in this Agreement as requiring backup or recovery services. Service Provider does not warrant that any maintained storage device or functionality, data backup device or functionality, or load balancing functionality will operate in an error-free manner.
- l. Intellectual Property Rights. Service Provider will have and retain full and exclusive ownership of all intellectual property rights associated with any design, data, specification, know-how, software, device, technique, algorithm, method, discovery or invention, whether or not reduced to practice, relating to any (i) Services, including any Service Provider work product, (ii) result of any Services, (iii) joint development, and (iv) enhancement or improvement to or derivative of any of the foregoing (collectively, "**Service Provider Property**"). Client receives no right, title, or interest in or license to use any Service Provider Property. However, Service Provider hereby grants Client a non-exclusive, non-transferable, non-sublicensable, and terminable license to use the Service Provider Property necessary for Client to exercise its rights hereunder. Client will not provide access to Service Provider Property, including without limitation, software and systems, to anyone other than Client's employees and contractors who (x) are bound by law or written agreement to comply with Client's duties under this Agreement, and (y) require such access to assist Client in its permitted use of the Service Provider Property. Client will not directly or indirectly reverse engineer, decompile, disassemble, or copy any Service Provider Property. Client will

return all Service Provider Property to Service Provider upon termination or expiration of this Agreement. Client will cooperate to take such actions reasonably requested to vest ownership of Service Provider Property in Service Provider.

- m. Third-Party Services. Portions of the Services may be acquired from, or rely upon the services of, third-party manufacturers or service providers, such as data hosting services, domain registration services, and data backup/recovery services (“**Third-Party Service**”). Service Provider reserves the right to utilize the services of any third-party provider or to change third-party providers in its sole discretion as long as the change does not materially diminish the Services to be provided to Client. Service Provider will not be responsible, and will be held harmless by Client, for the failure of any third-party provider or manufacturer to provide Third-Party Services to Service Provider or to Client.

14. LIMITATION OF LIABILITY

- a. Liability Limits. The Services may contain bugs, errors, problems or other limitations. Service Provider has no liability whatsoever for Client’s use of the Services, inability to use the Services or Client’s reliance on or use of information from the Services or through the Services that results from mistakes, omissions, interruptions, deletions of files, errors, defects, delays in operation or any failure of performance. IN NO EVENT SHALL SERVICE PROVIDER BE LIABLE TO CLIENT OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SERVICE PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. The negation of damages set forth above are fundamental elements of the basis of the bargain between Service Provider and Client. The Services would not be provided without such limitations.
- b. Indemnification. Client agrees to indemnify, defend, compensate, reimburse, and hold harmless, Service Provider, its subsidiaries, affiliates, officers, directors, employees, agents, licensors, consultants, suppliers, and any third-party website provider involved in the provision of Services, from and against all claims, demands, actions, liabilities, losses, expenses, damages, judgments and costs, including attorneys’ fees, related to or arising from Client’s breach of this Agreement or violation of any applicable law or regulation. Service Provider reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by Client. Client must not, in any event, accept a settlement of any dispute relating to this Agreement without the prior written consent of Service Provider.
- c. Non-Disparagement. Client will not directly or indirectly make, publish, or communicate to any person or entity any defamatory or disparaging remarks, comments, or statements concerning Service Provider or its employees either during or after the Agreement’s termination or expiration.
- d. Insurance Limits. Service Provider will maintain business insurance greater than \$1M on both General Liability and Errors and Omissions Liability. Service Provider will provide, within five (5) business days, proof of insurance upon customer request. Client acknowledges that Service Provider has strongly advised it to obtain a cybersecurity insurance policy.

e. Warranty. Service Provider warrants that all Services will be performed in a professional and workman-like manner in accordance with general industry standards. Client must report any deficiencies in Services to Service Provider in writing within ten (10) business days of performance of such Services in order to receive warranty remedies. THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER EXPRESSED OR IMPLIED WARRANTIES. NO OTHER WARRANTIES APPLY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL SERVICES ARE PROVIDED "AS IS" AND "WHERE IS" AND EACH PARTY DISCLAIMS ALL WARRANTIES, WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, TITLE, OR FITNESS FOR A PARTICULAR PURPOSE. SERVICE PROVIDER DOES NOT WARRANT THAT THE SERVICES, SERVICE DELIVERABLES, OR ANY THIRD-PARTY PRODUCTS ARE ERROR-FREE, OR WILL OPERATE IN AN UNINTERRUPTED MANNER OR IN COMBINATION WITH OTHER SOFTWARE PRODUCTS. THERE IS NO WARRANTY FOR THIRD PARTY SOFTWARE OR THIRD-PARTY HARDWARE PROVIDED BY SERVICE PROVIDER AND EACH SUCH THIRD-PARTY SOFTWARE OR THIRD-PARTY HARDWARE SHALL BE GOVERNED BY THE WARRANTIES OFFERED BY THE APPLICABLE THIRD PARTY UNDER THE TERMS OF THE AGREEMENT BETWEEN CLIENT AND SUCH THIRD PARTY. IN ADDITION, AND WITHOUT LIMITATION, SERVICE PROVIDER DOES NOT WARRANT OR REPRESENT THAT ANY THIRD-PARTY SOFTWARE OR THIRD-PARTY HARDWARE AS DELIVERED WILL MEET ALL OF CLIENT'S BUSINESS REQUIREMENTS WITHOUT THE NEED FOR CONFIGURATION OR ENHANCEMENTS OR ENCOMPASS ALL THE FUNCTIONALITY DESIRED BY CLIENT OR AVAILABLE IN CLIENT'S SOFTWARE PRODUCT.

f. Remedy.

FOR ANY BREACH OF THE WARRANTY, CLIENT'S EXCLUSIVE REMEDY, AND SERVICE PROVIDER'S ENTIRE LIABILITY, SHALL BE LIMITED TO THE RE-PERFORMANCE OF THE SERVICES. IF SERVICE PROVIDER IS UNABLE TO RE-PERFORM THE SERVICES AS WARRANTED, CLIENT SHALL BE ENTITLED TO RECOVER THE FEES PAID TO SERVICE PROVIDER FOR THE DEFICIENT SERVICES, PROVIDED THAT SUCH RECOVERY SHALL NOT EXCEED TOTAL FEES PAID TO SERVICE PROVIDER IN THE IMMEDIATELY PRECEDING THREE (3) MONTH PERIOD.

The limitation of liability set forth in Section 7(f)(i) above shall not apply to (A) liability resulting from Service Provider's gross negligence or willful misconduct and (B) death or bodily injury resulting from Service Provider's negligent acts or omissions.

15. MISCELLANEOUS

- a. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah, United States of America, without regard to its conflicts of law provisions. Client consents to the personal jurisdiction of the federal and state courts having jurisdiction for Salt Lake City, Utah with respect to all disputes arising out of this Agreement, Client's use of the Services or otherwise between Client and Service Provider.
- b. Amendments to Agreement. Please refer to defined terms in the SOW aforementioned.
- c. Termination. This Agreement may be terminated by Service Provider with immediate effect upon prior written notice to Client if Client:

- fails to pay any amount when due under this Agreement;
- has not otherwise performed or complied with any of the terms of this Agreement, in whole or in part; or
- becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors.

d. Dispute Resolution.

- (i.) Jury Waiver. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS, SCHEDULES, AND APPENDICES ATTACHED TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY.
- (ii.) Cost of Enforcement. In the event that either party asserts any claim against the other party in an action at law or in equity, including without limitation any counterclaim or cross claim, to enforce or protect that party's rights under this Agreement, the prevailing party in such action will be entitled to recover on any judgment entered therein in its favor such reasonable attorney's fees as may be allowed by the court, together with such court costs and damages as provided by law and in accordance with this Agreement.
- (iii.) Severability. If any provision of this Agreement is held to be unenforceable as applied to a particular circumstance by a court of competent jurisdiction, then that provision will be construed by (i) modifying it to the minimum extent necessary to make it enforceable (if permitted by applicable law) or (ii) disregarding it (if modifying it is not permitted by applicable law); but, the rest of this Agreement will remain in effect as written and the modified provision will remain in effect as written in all other circumstances.
- (iv.) Assignment. This Agreement will be binding on the successors and assigns of both parties. Client may not assign, delegate, or transfer Client's rights or duties in connection with the Services without the prior written consent of Service Provider. Any assignment, delegation, or transfer in violation of this Agreement will be void and unenforceable as a matter of law.
- (v.) Waiver. The waiver by either party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach. Except for actions for nonpayment or breach of either party's intellectual property rights, no action, regardless of form, arising out of this Agreement may be brought by either party more than one (1) year after the cause of action has accrued.

- e. No Clientship. Service Provider and Client are independent contractors. This Agreement will not create a Clientship or joint venture between the parties, or make either party an agent, legal representative, employee, or servant of the other for any purpose. All services performed by Service Provider will be performed as an independent contractor. Service Provider will have sole discretion to determine the manner, method, and means of performing the Services, subject to the provisions of this Agreement. Neither party may bind the other or create any obligation on the other's behalf, except as specifically provided in this Agreement.

- f. Subcontractors. Service Provider may, in its reasonable discretion, use third party contractors inside or outside the United States to perform any of its obligations hereunder, including but not limited to migration of Client data, remote monitoring and management, network monitoring, helpdesk services, backup, and hosted infrastructure services.
- g. No-Third Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms.
- h. Survival. All terms and provisions of this Agreement which should by their nature survive the termination of this Agreement shall so survive.
- i. Force Majeure. Each party will be excused for delay in the performance of any of its obligations hereunder (other than Client's obligation to pay fees pursuant to this Agreement) when such delay is the result of acts of God, governmental authority, delays in transportation, subcontractors not being able to honor their commitment(s), war, act of terrorism, weather, manufacturer's or supplier's delays, pandemic or epidemic, etc., or any other cause beyond the party's reasonable control.
- j. Notice Requirements. All notices required hereunder will be in writing and will be mailed by first-class mail, postage prepaid, sent by electronic mail, or delivered by messenger or reputable overnight courier, and shall be addressed to the party or parties to whom directed at the address set forth below or such other place as each party may from time to time give in writing to the other party hereto. Notice shall be deemed to have occurred upon receipt by the party to whom sent.

To: Service Provider

Executech, Inc.

1624 Santa Clara Drive, Suite 245

Roseville, CA 95661

Attn: Controller

To: Client

Cameron Park Community Services District

2502 Country Club Drive

Cameron Park, CA 95682

Attn: Andre Pichly

APPENDIX A – SERVICE LEVEL AGREEMENTS

Response Time and Service Level Agreement

Service Priorities	Response Time	Resolution Plan
Critical*	Within 30 minutes	4 hours
Priority	Within 2 hours	1 business days
Normal	Within 1 business day	2 business days

Service Priorities Definitions

Critical*	Critical network components or system down affecting multiple users. Example – Server down, network communication down.
Priority	Single component fails. A work around is not available. Example – Single workstation failure. No spare workstations available.
Normal	Software or hardware request, configuration change or update, enhancement or new user.

*Executech designation

Hours of Service

Live Help Desk Services are available 24/7/365. Critical issues will be escalated and handled by our on-call technical team.

APPENDIX B – FEES AND PAYMENT SCHEDULE

a. Monthly Fees

Client will pay Service Provider a “Base Fee” of **\$2,953.56** per month in consideration of the **Proactive plan** selected. This includes the following:

Proactive Managed Services Monthly Pricing Summary:				
	Monthly Services Pricing:	Count:	Program Price:	Monthly Fee:
	Workstation / Device Count	22	\$60.00	\$1,320.00
	Server Count (Physical, Virtual & Backup)	5	\$130.00	\$650.00
	Site Count (Includes 1 Switch & 1 Firewall)	3	\$150.00	\$450.00
	Storage Device Count	0	\$50.00	\$0.00
	Backup Device Count	1	\$50.00	\$50.00
	Network Device Count (Switches, Firewalls, WAPs)	9	\$25.00	\$225.00
Subtotal Monthly Services Pricing:				\$2,695.00
	Additional Services:			
	Preferred Partner Discount	1	-\$530.00	-\$530.00
	Current Backup Solution - Datto - CPCSD	1	\$426.31	\$426.31
	Current Backup Solution - Datto - Fire	1	\$123.75	\$123.75
	Microsoft Exchange Online Plan 1	1	\$4.00	\$4.00
	M365 Business Standard	13	\$12.50	\$162.50
	M365 Business Basic	12	\$6.00	\$72.00
	Data Center Hosting	0	\$0.00	\$0.00
Total Monthly Services Pricing:				\$2,953.56
	One Time Modifiers:			
	Implementation	0	\$0.00	\$0.00
	Onboarding Fee (Waived)	0	\$0.00	\$0.00
Total One Time Onboarding Pricing:				\$0.00

Refer to 4.a. Fees and Payment Schedule

Microsoft cost total is subject to change due to the addition or reduction of licenses - Billing can potentially vary per month.

Program pricing for monthly services provided, only to include workstations, servers, sites, and storage/backup/network devices, will remain the same for the term of the agreement. The count of the monthly services is subject to change based on the increase & decrease of new users, sites, and hardware assets.

Commitment not to exceed \$120,000.00 for current services provided* in table above for term of the Agreement, however, the potential quantity change in workstation/device count will not be included.

***Services provided do not include any work involving a Project. A project includes, but isn't limited to, any scoping, project hours, cybersecurity ransom-ware breach and recovery, security assessment, implementation, and training, mergers & acquisitions on-boarding and support, hardware upgrades, renewals, procurement, and installation, networking infrastructure assessments and migrations, Microsoft migrations, cloud migrations, office moves, cabling work, data migration, backup and DR installation, MFA deployment, and network cleanups.**

APPENDIX C - ACH AUTHORIZATION FORM



Recurring Charge Authorization: The undersigned consents and permits Executech to charge my bank account specified below for the amount due from me for all open invoices on my account. I release Executech from any and all claims arising from the use of this service. I understand and agree that Executech may continue to charge such amounts to my bank account until receiving notification from me that I have withdrawn this consent and permission, at which time Executech shall cease charging any such amounts to my bank account. ACH payments are processed the last Tuesday of every month.

Please print in blue or black ink.

APPLICANT'S INFORMATION

LAST NAME:

FIRST NAME:

MIDDLE NAME:

BUSINESS NAME:

BILLING ADDRESS:

PHONE NUMBER:

EMAIL ADDRESS:

PAYMENT INFORMATION

NAME ON ACCOUNT:

BANK NAME:

PERSONAL/BUSINESS:

CHECKING/SAVINGS:

ROUTING NUMBER:

ACCOUNT NUMBER:

PAYMENT AUTHORIZATION

ACCOUNT HOLDER'S
SIGNATURE:

DATE:



Agenda Transmittal

DATE: April 19, 2023

FROM: André Pichly, General Manager

AGENDA ITEM #8: **RESOLUTION No. 2023-11 AUTHORIZING AUDITOR OF EL DORADO COUNTY TO LEVY AND COLLECT ASSESSMENTS FOR THE FISCAL YEAR 2023-24**

RECOMMENDED ACTION: **Receive and Adopt Resolution No. 2023-11 with Board Poll Vote**

In 1985, AB 1350 was passed allowing the Cameron Park Community Services District (District) to enforce Covenants, Conditions, and Restrictions (CC&Rs) for each subdivision within the District and to assume the duties of the Architectural Review Committee. That same year, the voters authorized the District to adopt and levy a special tax of up to \$12 per year on each parcel of land within the District.

As has been the practice, the District has authorized the El Dorado County Tax Collector to include such assessments on the tax roll of the County and provide receipts to the District, less any established fees and collection costs as established by the County for these services.

Resolution No. 2023-11 reflects this authorization for the 2023-24 fiscal year.

Attachment

8a – Resolution No. 2023-11

**RESOLUTION NO. 2023-11
of the Board of Directors
of the Cameron Park Community Services District
April 19, 2023**

**AUTHORIZING THE AUDITOR OF EL DORADO COUNTY TO
LEVY AND COLLECT ASSESSMENTS FOR THE FISCAL YEAR 2023-24**

**RESOLUTION AUTHORIZING COVENANTS, CONDITIONS, AND RESTRICTIONS ASSESSMENT DISTRICT
FOR FISCAL YEAR 2023-24**

WHEREAS, the assessment of property parcels within Cameron Park Community Services District (District), by a vote of the registered voters, is administered by the Cameron Park Community Services District; and

WHEREAS, AB1350, approved by the Governor, on September 24, 1985, now authorizes the District to enforce the Covenants, Conditions, and Restrictions adopted for each subdivision within the District and to assume the duties of the Architectural Control Committee; and

WHEREAS, on November 5, 1985, the voters authorized the Board of Directors to adopt and levy a special tax of up to \$12 per year on each parcel of land within the District.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Cameron Park Community Services District does hereby establish a twelve-dollar (\$12) assessment per parcel, with designated exemptions, herewith for the fiscal year 2023-2024; and

BE IT FURTHER RESOLVED, that the Tax Collector of the County of El Dorado be requested to include such assessments on the tax roll of the County and provide receipts to the District less any established fees and collection costs as established by the County for these services.

PASSED AND ADOPTED by the Board of Directors of the Cameron Park Community Services District, at a regularly scheduled meeting, held on the 19TH day of April 2023, by the following vote of said Board:

AYES:

NOES:

ABSENT:

ATTEST:

Director Sidney Bazett, President
Board of Directors

Andre Pichly
General Manager



Agenda Transmittal

DATE: April 19, 2023

FROM: André Pichly, General Manager

AGENDA ITEM #9: **RESOLUTION DIRECTING PREPARATION OF THE ENGINEER'S REPORT FOR THE CONTINUATION OF THE ANNUAL ASSESSMENTS FOR THE LANDSCAPING AND LIGHTING ASSESSMENT DISTRICTS: AIRPARK, UNIT 6, UNIT 7, UNIT 8, VIEWPOINTE, GOLDORADO, UNIT 11, UNIT 12, CAMERON WOODS 1-4, BAR J15-A, BAR J15-A No. 2, BAR J 15-B, CREEKSIDE, EASTWOOD, DAVID WEST, CAMBRIDGE OAKS, NORTHVIEW, CAMERON VALLEY, CAMERON WOODS 8, SILVER SPRINGS AND BAR J14-A No. 2.**

RECOMMENDED ACTION: APPROVE RESOLUTION NO. 2023-12 WITH BOARD POLL VOTE

RECOMMENDATION

The Landscaping and Lighting Act of 1972 requires that an annual Engineer's Report be prepared by a licensed professional engineer and establishes other requirements for the continuation of the assessments. This Resolution directs SCI Consulting Group to prepare the Engineer's Report for the Cameron Park Community Services District (District) Landscaping and Lighting Assessment Districts (LLADs) as the first step in a three-step process to continue assessments for fiscal year 2023-2024.

DISUCSSION

Each year, an updated Engineer's Report, including updated budgets, scope of services, current legal justifications, and rate adjustments should be prepared by a California registered civil engineer. SCI Consulting Group will provide professional assessment engineering and administration services to justify the continued collection of the District's LLADs for Fiscal Year 2023-2024. The services provided by SCI will include the preparation of the Engineer's Report and preliminary assessment roll with the specific

assessment amount for each parcel. The Engineer's Report will be presented to the Board for preliminary approval in June of this year.

To continue to levy the assessments, staff is recommending that the Board approve the proposed Resolution to direct SCI Consulting Group, the assessment engineer, to prepare an Engineer's Report for Fiscal Year 2023-2024. This Engineer's Report will include:

- Proposed budgets for the assessments for Fiscal Year 2023-2024,
- Special and general benefit findings to support the assessments, the updated proposed assessments for each parcel within each of the landscaping and lighting districts,
- Proposed assessments per single family equivalent benefit unit for Fiscal Year 2023-2024.

After the Engineer's Report and assessment roll is completed, the reports will be brought back to the Board for review and consideration. If the Board preliminarily approves the Report, a noticed Public Hearing will be subsequently held to allow the public to provide input on the proposed budgets, services and continued assessments, and to allow the Board to make a final decision on the continuation of these important assessments. The Preliminary Engineer's Report is scheduled to be presented to the Board on June 21, 2023.

CONCLUSION

It is recommended that the Board approve Resolution No. 2023-12 which directs SCI Consulting Group to prepare the annual Engineer's Report for the District LLADs for Fiscal Year 2023-2024.

Attachment:

8a – Resolution No. 2023-12

RESOLUTION NO. 2023-12
of the Board of Directors
of the Cameron Park Community Services District
April 19, 2023

A RESOLUTION DIRECTING THE PREPARATION OF THE ENGINEER’S REPORT
FOR THE CONTINUATION OF THE LANDSCAPING AND LIGHTING
ASSESSMENT DISTRICTS UNIT NUMBERS
30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, and 50
(Streets and Highways Code Section 22622)

WHEREAS, the Board of Directors of the Cameron Park Community Services District proposes to continue the annual assessments from July 1, 2023, to June, 30,2024 for Landscaping and Lighting Assessment District (LLADs) Units 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45,46, 47, 48 and 50; which were previously formed in accordance with the Landscaping and Lighting Act of 1972 (Streets and Highways Code Section 22500, et seq.); and

WHEREAS, the Streets and Highways Code Section 22622 requires the governing body of a local agency to adopt a resolution ordering the preparation of an engineer's report and to generally describe any proposed new improvements and/or substantial changes to an existing improvement prior to levying and collecting an annual assessment for an existing LLAD.

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

Section 1: The annual Engineer's Report for the following LLADs shall be prepared by SCI Consulting Group which is designated the Engineer of Work; thereafter the Report shall be filed with the Board Secretary for submission to the Board of Directors:

Unit 30	Airpark Estates	Unit 40	Bar J #15B Merrychase
Unit 31	Formerly Unit 6	Unit 41	Creekside
Unit 32	Formerly Unit 7	Unit 42	Eastwood Park
Unit 33	Formerly Unit 8	Unit 43	David West Park
Unit 34	Viewpointe	Unit 44	Cambridge Oaks
Unit 35	Goldorado	Unit 45	Northview
Unit 36	Formerly Unit 11	Unit 46	Cameron Valley Estates
Unit 37	Formerly Unit 12	Unit 47	Cameron Woods 8
Unit 38	Cameron Woods #1-4	Unit 48	Silver Springs
Unit 39	Bar J #15A Country Club	Unit 50	Bar J #15A No. 2

Section 2: Any new improvements and/or substantial changes in existing improvements that are proposed to be paid for out of the 2023-2024 annual assessments will be specified in the Engineer’s Reports.

Section 3: This resolution is adopted pursuant to Section 22622 of the Streets and Highways Code.

PASSED AND ADOPTED by the Board of Directors of the Cameron Park Community Services District, at a regularly scheduled meeting, held on the 19th day of April 2023, by the following vote of said Board:

AYES:

NOES:

ABSENT:

ATTEST:

Director Sidney Bazett, President
Board of Directors

Andre Pichly
General Manager



Agenda Transmittal

DATE: April 19, 2023

FROM: Mike Grassle, Parks & Facilities Superintendent

AGENDA ITEM # 10: SURPLUS OF DISTRICT VEHICLE - 1996 FORD BRONCO

RECOMMENDED ACTION: Direct Staff to Surplus the 1996 Ford Bronco per Policy 3085.1

Introduction and Discussion

The District purchased a 2008 Ford Ranger from Department of Transportation on January 24, 2023. The Parks & Facilities department is in need of replacing SUV-type vehicles with pick-up trucks, which are better given the need to haul materials and equipment around to our various parks and facilities. The District has two additional SUV's that should also be replaced.

Fiscal Impact

The District paid \$6,000 for the 2008 Ford Ranger. The Kelly Blue Book value of the Ford Bronco is estimated at \$6,000 - \$7,500. The proceeds from the sale of the Ford Bronco will be reallocated back to the Facilities budget to help recover the cost of the Ford Ranger purchase.

District Surplus Policy

The surplus vehicle can be auctioned per District policy 3085.1 Disposal of Surplus Personal Property

- (1) Property in Excess of \$5,000.00 in Value. The Board of Directors may sell at public auction any personal property or equipment with a value in excess of \$5,000.00 to the highest bidder for cash if it is surplus personal property belonging to the District and not required for public use. Such sale shall require a majority vote by the Board of Directors. Notice of the sale shall be given for five (5) days prior to the date of sale by publication in a newspaper published within the jurisdiction of the District. Proceeds of the sale shall be paid into the District depository for the use by the District.

Recommendation

Staff recommends the Board of Director's direct staff surplus of the 1996 Ford Bronco per policy 3085.1.



Agenda Transmittal

DATE: April 19, 2023

FROM: André Pichly, General Manager

AGENDA ITEM #11: GENERAL MANAGER'S REPORT

RECOMMENDED ACTION: RECEIVE AND FILE

The last 30 days have been busy and staff in **Finance, Parks & Facilities, Fire Prevention, CC&R, and Recreation**, as well as our collaborative partners in **CALFIRE**. Everyone continues to do their best to keep up with the expectations and demands of our residents' needs and wants. The work has been steady and I am proud of the results. That said, there are a few examples over the last 30 days that I would like to highlight . . .

Other

On March 30th Mike Grassle, Matt Bustabade, Jim Mog and myself met with Henri Castro, the Risk Control Manager for SDRMA, for a risk control evaluation. The purpose of the evaluation was to gather information about the District's operations and exposures so SDRMA can identify ways to assist the District with Cal/OSHA compliance and risk management practices. In addition to the evaluation, Henri talked about trainings available through SDRMA and will be helping us with an update of our Injury & Illness Prevention program.



FEMA conference call

Christina Greek and I participated in an initial Q&A conference call on April 5th and a second conference Recovery Scoping call on April 18 with our assigned FEMA representative and other FEMA staff. The purpose of the meetings is to help guide us through the reimbursement process for the repairs to Cameron Park Lake culvert/roadway storm damage.



Agenda Transmittal

DATE: April 19, 2023

FROM: André Pichly, General Manager

AGENDA ITEM #13: Request from El Dorado Water Agency for the Cameron Park Community Services District to participate in a Cameron Park Drainage Improvement Study at a cost of \$20,000

RECOMMENDED ACTION: Receive, Discuss, and Direct

Introduction

Following the heavy rains of early 2023, the General Manager was contacted by the El Dorado Water Agency (EDWA) to attend a meeting to discuss the flooding issues that occurred in Cameron Park. Other attendees included our Parks & Facilities Superintendent Mike Grassle, County Supervisor George Turnboo, and staff from the EDWA that included Resources Engineers Kyle Ericson and Rebecca Guo. Kyle Ericson of EDWA will be presenting tonight on the proposed project, its scope and need, and the reasoning behind the request to participate financially in the study.

Discussion

EDWA is asking the Cameron Park Community Services District to participate financially in a study to be performed by Stantec Consulting Services Inc., to study Cameron Park drainage system improvements. Per a letter (Attachment 12b) from Kari Shively, Senior Vice President of Stantec, to Kenneth Pyle, General Manager for EDWA, *the purpose of the drainage study is to update and reassess the drainage issues and opportunities for managing storm water as a resource in Cameron Park. She continues, the drainage system in Cameron Park largely relies on a traditional approach that directs the storm water away with some major detention systems like detention basins near Highway 50 and Cameron Park Lake, a manmade storage that also serves as a recreation facility. In recent years, localized flooding conditions in Cameron Park have been reported frequently after major storms.*

Per the letter, the County is the lead agency for the Cameron Park Drainage Improvement (SWRP, Project 345), which was identified as one of the priority projects for implementation. Stantec is to provide technical support to the Agency (EDWA) in assisting the County to study the Cameron Park Drainage System Improvement using a Hydrologic and Hydraulic (H&H) modeling. Upon approval, this task order is scheduled to be completed by June 30, 2023, with a total not-to-exceed amount of \$183,150.00.

Fiscal Impact

The requested cost share for the Drainage Improvement Study would be \$20,000 payable to the El Dorado Water Agency. There is no identified funding source in the CSD budget at this time from which the funds could be allocated. The funding request by EDWA includes a payment date of June 30, 2023, but that payment can be received after that date as an allocation from the FY 2023/2024 budget. What EDWA is looking for is a commitment from the District in the form of a signed MOU.

Recommendation

Staff recommends that Board of Directors receive the presentation from the EDWA resource engineer, discuss the request for committing District funds for the drainage improvement study, and consider directing the General Manager to enter the District into a memorandum of understanding with EDWA.

Should the Board direct the General Manager to enter the District into a memorandum of understanding with EDWA, staff would need to identify potential funding sources within the CSD budget. As the request for funds for the study includes a payment date of June 30, 2023 – the final day of the Fiscal Year 2022/2023 - staff recommends that careful consideration be made in committing funds for a previously unidentified project so late in the fiscal year. Since Mr. Ericson indicated at the Budget & Administration Committee meeting that payment can be received after that date, staff recommends that payment be made after July 1, 2023 and including in the FY 2023/2024 budget.

Attachments

- 12a – Slideshow presentation regarding proposed drainage improvement study
- 12b – Letter from Stantec to EDWA regarding scope of work and cost
- 12c – Proposed MOA between EDWA and CPCSD for Drainage Improvement Study



1

Presentation Overview

- Why El Dorado Water Agency engaged in this Project?
- Flooding issues – Causes and Solutions
- Responsible Parties
- Actions Required to Move Forward
- Next Steps

2

EDWA's Roles within the County

Agency Powers Enacted Per the 1959 Water Act Include:

- Be a political and corporate body
- Order water to be made available that is sufficient for any present or future beneficial use or uses of the lands or inhabitants within the County
- Construct, operate and maintain works to develop hydroelectric energy as a means of assisting in financing the construction, operation and maintenance of its projects for the control, conservation, diversion and transmission of water and to enter into contracts for the sale of such energy. Such energy may be marketed only at wholesale rates to any public agency or private entity engaged in the sale or use of electric energy, or the Federal or State Government.
- Control the flood and streamflows of the agency and the flood and streamflows of streams that have their sources outside of the agency, which streams, and floodwaters flow into the agency, and to conserve such waters for beneficial and useful purposes
- Store, conserve, reclaim, appropriate and import water; prevent interference of water sources and prevent contamination/pollution
- Conduct water resources investigations and studies
- Sell, lease or transfer water within/outside the County
- Recognize the water resources responsibilities of the Agency and cooperation with other entities

- Address the water resources needs of both today and the future
- Development a countywide plan for a resilient water future through integrated water resources management
- Foundational basis
 - 1959 El Dorado County Water Agency Act
 - 2019 Water Resources Development and Management Plan
 - Realize the implementation of the County's General Plan.

3

EDWA's New Beginning

A Look at Moving Forward

Agency Powers Enacted Per the 1959 Water Act Include:

- Be a political and corporate body
- Order water to be made available that is sufficient for any present or future beneficial use or uses of the lands or inhabitants within the County
- Construct, operate and maintain works to develop hydroelectric energy as a means of assisting in financing the construction, operation and maintenance of its projects for the control, conservation, diversion and transmission of water and to enter into contracts for the sale of such energy. Such energy may be marketed only at wholesale rates to any public agency or private entity engaged in the sale or use of electric energy, or the Federal or State Government.
- Control the flood and streamflows of the agency and the flood and streamflows of streams that have their sources outside of the agency, which streams, and floodwaters flow into the agency, and to conserve such waters for beneficial and useful purposes
- Store, conserve, reclaim, appropriate and import water; prevent interference of water sources and prevent contamination/pollution
- Conduct water resources investigations and studies
- Sell, lease or transfer water within/outside the County
- Recognize the water resources responsibilities of the Agency and cooperation with other entities

Programs and strategies:

- *Secure water supplies and infrastructure*
- *Improve drought preparedness*
- *Enhance the watershed health to improve resiliency including water quality, fire risk and climate adaptation*
- *Manage stormwater*
- *Provide flood protection*

4

Flooding Causes

- Cameron Park developed incrementally over time
 - Lack of cohesive strategy for stormwater/flood control that addressed both manmade conveyance and natural drainage courses
 - Development over time increased stormwater flows
 - Natural waterways have not been maintained which has impacted flow capacity
 - There are some portions of conveyance systems that are private (i.e. Airport District, Private Property, etc.) that may not be adequately maintained
 - Mitigation of stormwater flows from adjacent lands (i.e. Bureau of Land Management, Pine Hill Preserve, etc.) may be needed
 - Other

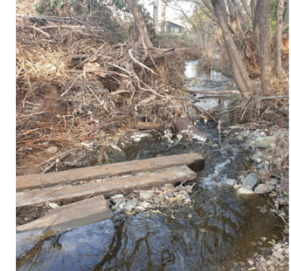
CAMERON PARK FLOODING MITIGATION PROJECT
PROGRAM OVERVIEW



5

Responsible Parties for Cameron Park Drainage

1. **El Dorado County Department of Transportation (EDC-DOT)** – Maintenance and operations of subdivision drainage improvements, roadway culverts, etc.
2. **Cameron Park CSD** – Other drainage facilities such as natural waterways, riparian areas, wetlands, etc. that are not managed by EDC-DOT (Authority defined in EDC Board Resolution 97-61 (approved June 30, 1961). Note: Cameron Park CSD has not previously taken action to manage these drainage features.
3. **El Dorado Water Agency** – Provides planning assistance for flood control issues as needed throughout the County.



Near Cambridge Road and Spill Way



6

A Look at Moving Forward

Steps to Solving the Flooding Issues

1. **Perform engineering drainage modeling of service area to determine extent of issues and constraints**
 - This study will analyze the Hydrology/Hydraulics of both existing and future buildout conditions to determine the extend and issues with stormwater conveyance/flooding within the community.
 - Solutions and projects will be identified to mitigate flooding issues as well as define responsible parties for the needed improvements.
 - Costs estimates for the improvements will be included in the study as well as project prioritization.



7

A Look at Moving Forward

Steps to Solving the Flooding Issues

2. **Funding of Improvements**
 - EDC-DOT and CPCSD will have to develop a programs and/or assessments to fund needed improvements identified in the study.
 - EDWA has initiated a funding request of \$2.5 million to Congress to assist with the cost of this program and projects



8

A Look at Moving Forward

Steps to Solving the Flooding Issues

3. On-going Maintenance

- The EDC-DOT currently has a maintenance program for their facilities. It may need to be augmented if it is determined that additional maintenance is needed.
- CPCSD does not currently have a program to maintain riparian corridors or natural drainages within the boundaries of the CSD. An ongoing program or monitoring and maintenance is need to insure these areas are kept clear of natural debris and obstructions that would hinder the capacity of these natural drainage courses.



9

A Look at Moving Forward

Next Steps

1. Complete the Engineering Analysis to define the extent of the issues, develop solutions, and costs of the needed improvements
 - EDWA Board has selected a consultant and authorized a contract in the amount of \$183,150.00
 - Execution of this contract is contingent on approval of the proposed Memorandum of Agreement (MOA) between CPCSD and EDWA for this project.
 - This agreement requires the CPCSD contribute \$20,000 to this study.
 - EDWA has a pre-existing Memorandum of Understanding with the County.



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A Look at Moving Forward

Next Steps

2. CPCSD needs to authorize the MOA with EDWA before this effort can commence.
 - It is recommended the CPCSD Board approve of the MOA to move this program forward to resolve the ongoing flooding issues in the community.
 - No actions can be taken by EDWA to commence this work until MOA is executed.



11

Kyle Ericson, P.E.
Water Agency Resources Engineer
El Dorado Water Agency

Questions?



DAVID BATKER, BATKER CONSULTING, LLC



12



Stantec Consulting Services Inc.
3310 C Street, Suite 1900, Sacramento, CA 95816

March 1, 2023
File: 184030861

Attention: Mr. Kenneth Payne
General Manager, El Dorado Water Agency
4330 Golden Center Drive, Suite C
Placerville, CA 95667

Dear Ken,

Reference: Letter Proposal for Technical Support for Cameron Park Drainage System Improvement

Per our discussion, this is the letter proposal for Stantec Consulting Services Inc. (Stantec) to support the El Dorado Water Agency (Agency) in assisting the County of El Dorado (County) to study Cameron Park Drainage System Improvement. Stormwater management and land use regulations have changed significantly in the past decades. The purpose of this drainage study is to update and reassess the drainage issues and opportunities for managing stormwater as a resource in Cameron Park. Drainage system in Cameron Park largely relies on a traditional approach that directs the stormwater away with some major detention systems like detention basins near Highway 50 and Cameron Park Lake, a manmade storage that also serves as a recreation facility. In recent years, localized flooding conditions in Cameron Park have been reported frequently after major storms.

The Agency, the County, and the City of Placerville collaboratively completed the West Slope Stormwater Resource Plan (SWRP) in March 2018 through extensive communication and outreach to local entities and the public. These three agencies have since continued the collaboration for implementation and update of the SWRP. The County is the lead agency for the Cameron Park Drainage Improvement (SWRP, Project 345), which was identified as one of the priority projects for implementation.

This letter includes a scope of work for Stantec to provide technical support to the Agency in assisting the County to study the Cameron Park Drainage System Improvement using a Hydrologic and Hydraulic (H&H) modeling. Upon approval, this task order (TO) is scheduled to be completed by June 30, 2023, with a total not-to-exceed amount of \$183,150.00.

SCOPE OF WORK

Stantec will conduct the tasks as described below. All work will be conducted under the direction of the Agency's General Manager up to the not-to-exceed amount.

Task 1 – Project Management

Under this task, Stantec will provide project management services during the period of performance. Specific tasks will include project management activities to ensure proper staffing and accurate financial management for this TO. This also includes as-needed calls/discussions/meetings with the General

Reference: Letter Proposal for Technical Support for Cameron Park Drainage System Improvement

Manager or designated representative on project management and for other coordination purposes. Stantec will document critical decisions made throughout TO execution.

Task 2 – Technical Support to Compile, Review, and Assess Existing Data

Stantec will perform data collection inventory for the watershed area in which Cameron Park resides. The data collected will consist of the best available U.S. Geological Survey (USGS) LiDAR topographic data, USGS Topo Quad Maps, USGS hydrography datasets, aerial imagery, and Natural Resources Conservation Service (NRCS) soil maps with hydrologic soils group data. There are two jurisdictional dams (regulated by the State of California) located within the watershed area that impact Cameron Park drainage: Cameron Park Dam and Crystal Lake Dam. There are also several non-jurisdictional dams and stormwater ponds that are likely to impact the results of the H&H study results. Best available data on all the dams and stormwater pond infrastructure in the watershed area will be investigated. The County shall provide existing drainage plans, topographic data, aerial imagery, geographic information systems (GIS) land use data, stormwater asset data, culvert and bridge data, known flooding locations, and any available rain gage or stream gage data, particularly those from recent flooding events, and any other pertinent information as available.

Stantec will use best available data to create a drainage network representation and develop a GIS Map Book of the watershed area. Under this task, Stantec will summarize the data availability and investigate the benefits, cost, and schedule for additional data acquisition needs, if warranted, in a technical memorandum.

Deliverables:

- Technical memorandum on data availability and recommendations.
- GIS Map Book of the project area.

Task 3. Identify System Connectivity and Site Visits

Stantec will also perform up to two site visits to identify drainage system connectivity (ponds, pipes, ditches, channels, marshes, and no connectivity) for roadways using the Map Book for field markups. Stantec will identify the date each feature was added in the comments field. No other attributes will be assigned to the features (invert elevations, pipe material, pipe size, channel conditions, etc.). Stantec will include the field observation in the site visit summary.

Deliverables:

- Site visit summary and documentation.

Task 4. Delineate Drainage Area(s)

Stantec will utilize the Map Book markups and existing data to refine drainage area(s) within the project area and create drainage arrows. Stantec will also identify system connectivity within project area and locate any downstream outfall(s). Questionable areas for any location that warrants further investigation will be identified in the Map Book for a final field reconnaissance investigation. Stantec will incorporate field markups and revise the drainage network and provide finalized drainage network drawings and pertinent information to the County GIS Stormwater Inventory Database for inclusion and update.

Reference: Letter Proposal for Technical Support for Cameron Park Drainage System Improvement

Deliverables:

- Revised Map Book with final markups and revision recommendations for County database.

Task 5. Hydrologic and Hydraulic (H&H) Study and Modeling

Stantec will utilize the data collected in Tasks 2 to 4 to prepare an H&H study of the drainage area. A HEC-HMS model will establish existing condition hydrology for the watershed area contributing to Cameron Park. The limits of the model will generally be north of Highway 50, east of Bass Lake Road, and west of Cameron Park Drive. The HEC-HMS model will be used to develop updated hydrology for a range of storm return frequency and subsequent system hydrologic analysis. Based on various climate change scenarios, a statistical analysis will be conducted to evaluate and finalize the range of specific storm frequencies used in the model.

The HEC-HMS model will first establish existing condition hydrology for the watershed area contributing to Cameron Park. The hydrologic analysis will follow guidance from the County Drainage Manual (2020) and include surface flow stormwater features, such as dams, detention ponds, and channels, as data availability allows. No detailed underground storm sewer analysis will be performed as part of this scope of work.

The HEC-HMS model results, along with the County records and input, will be used to identify areas within the watershed with significant flooding risk. A HEC-RAS model will be developed for these areas to better understand the flood risk and to identify up to 8 locations for potential flood mitigation improvements. The HEC-RAS modeling will be based on data collected in Tasks 2 to 4, including LiDAR topography data, and may utilize a 2-dimensional approach to best account for flooding in areas with complex flow paths. No additional survey will be completed as part of this scope of work.

Deliverables:

- HEC-HMS model, data, and pertinent information for hydrologic analysis.
- HEC-RAS model, data, and pertinent information for hydraulic analysis.

Task 6. Stakeholder Engagement and Public Outreach

In coordination with the Agency, Stantec will conduct limited engagement with stakeholders and residents for input on drainage problems and potential areas of synergy and integration through existing venues. The currently identified targets include CPCSD, Cameron Park Country Club (located in the low land of the community below the Cameron Park Lake), and the low development areas north of Green Valley Road. Stantec will also prepare project collaterals including a project fact sheet (up to 2 pages) in the beginning of the project for public outreach and stakeholder engagement, and a project information sheet (up to 4 pages) at the end of the project.

Deliverables:

- Meeting materials and summary (assuming virtual meetings).
- Project collaterals (electronic versions).

Task 7. Drainage Study Report

Stantec will summarize the drainage study including the findings and recommendations in a report that is anticipated to be approximately 20 to 30 pages in length, with additional appendices of supporting

Reference: Letter Proposal for Technical Support for Cameron Park Drainage System Improvement

information. Based on the identified problems and opportunities from the H&H analysis, Stantec will develop up to 8 potential multi-benefit projects for drainage improvements. The report will explore these areas and compare them with known ground flooding areas. An improvement concept will be developed for each of the identified areas and include high level cost estimates and recommended project prioritization. Examples of improvements include upgraded crossings (e.g., culverts), channel maintenance, and increasing capacity of existing stormwater pond infrastructure. Ongoing operation and maintenance will be included as a project recommendation and will specify anticipated permitting requirements.

The development of the report will be in parallel with the implementation of other tasks under this TO for efficiency. Stantec will develop the report in close coordination with the Agency to ensure its proper utility and adhere to the requirements.

Deliverables:

- Draft Drainage Study Report with appendices.
- Final Drainage Study Report with appendices.
- 8 1-page fact sheets for recommended flood mitigation projects.

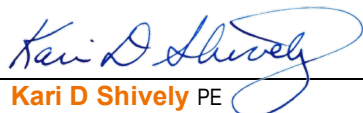
Schedule and Budget

This TO will have a period of performance from the Notice to Proceed through June 30, 2023, and a total not-to-exceed amount of \$183,150.00.

Please feel free to contact me at (916) 418-8405 if you have any questions. We look forward to working with you on this important task.

Regards,

Stantec Consulting Services Inc.



Kari D Shively PE
Senior Vice President
Phone: (916) 801-5094
kari.shively@stantec.com

**MEMORANDUM OF AGREEMENT
BETWEEN EL DORADO COUNTY WATER AGENCY AND
CAMERON PARK COMMUNITY SERVICES DISTRICT**

This **MEMORANDUM OF AGREEMENT** (MOA) is made and entered by and between the El Dorado County Water Agency, a public agency whose principal place of business is 1107 Investment Blvd., Suite 240, El Dorado Hills, California 95762 (hereinafter referred to as "Water Agency") and the Cameron Park Community Services District, a California community services district whose principal place of business is 2502 Country Club Drive, Cameron Park, California 95682 (hereinafter referred to as "District").

RECITALS

WHEREAS, the Water Agency is a countywide special district created by the California Legislature in 1959 for the conservation, development, control, and use of water, including stormwater, for the public good and for the protection of life and property within El Dorado County;

WHEREAS, the District is a community services district created in 1997 with one of its purposes and powers includes the management of storm water for the district and its inhabitants;

WHEREAS, El Dorado County experienced severe winter storms in December 2022 and January 2023 which has been declared a federal disaster, and Cameron Park was one community that experienced evacuations and flooded homes and roads from significant stormwater flooding;

WHEREAS, the District has authority to manage stormwaters within their boundaries and has asked the Water Agency for support for long-term planning efforts to identify drainage patterns and potential management improvements to protect residents, businesses and their properties from stormwater drainage problems;

WHEREAS, the Water Agency and other county partners developed the West Slope Stormwater Resources Plan (SWRP) in 2016 that identified further needed studies in the Cameron Park;

WHEREAS, the Water Agency and District desire to work cooperatively to further study stormwater runoff and drainage issues and opportunities for managing stormwater within Cameron Park and the Deer Creek watershed;

WHEREAS, the Water Agency and District has found that a public benefit is derived from cooperating in conducting a drainage assessment of the stormwater runoff within the District related to Deer Creek watershed;

WHEREAS, the Water Agency and District desire to fund a Cameron Park Drainage System Improvement Study ("Study") to perform a drainage study and evaluate drainage locations

and stormwater patterns to identify potential solutions for improving local drainage and reducing the occurrence of floods.

NOW THEREFORE, the parties do hereby agree as follows:

1. **Project Summary.** The Water Agency and District shall fund the Study, a drainage assessment within Cameron Park in the Deer Creek watershed assess drainage issues and identify opportunities for managing stormwater. The foundational purpose of this project is to identify solutions for improving the local drainage, reducing the occurrence of floods, and managing stormwater to improve and enhance the local conditions and protection property and people within the watershed.
2. **Study.** The Water Agency shall manage and complete the Study and provide updates and the final Study report to District. The Agency anticipates completion of the Study report by late September 2023, and will provide a copy of the completed Study report to District as soon as complete.
3. **Payment of Funds.** The District shall provide a cost share payment to Water Agency to contribute to the cost of completing the Study by Water Agency in the amount of twenty thousand dollars (\$20,000). District shall make payment to Water Agency by June 30, 2023, to support the funding the completion of the Study by Water Agency.
4. **Term.** This MOA shall become effective when fully executed by the parties hereto and shall expire on June 30, 2024.
5. **Termination.** Either party may terminate this MOA upon thirty (30) days written notice to the other.
6. **Notice to Parties:** All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested.

Notices to District shall be addressed as follows:

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

Attn.: André Pichly

or to such other location as District directs.

Notices to Water Agency shall be addressed as follows:

El Dorado Water Agency
1107 Investment Blvd., Suite 240
El Dorado Hills, California 95762
Attn: Kenneth V. Payne

or to such other location as Water Agency directs.

- 7. **Amendment.** This MOA may be amended only by mutual written agreement. Any such amendment will be consistent with the purpose of this MOA.
- 8. **Authorized Signatures.** The parties to this MOA represent that the undersigned individuals executing this MOA on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.
- 9. **Venue.** Any dispute resolution action arising out of this MOA shall be brought in El Dorado County, and shall be resolved in accordance with the laws of the State of California
- 10. **Entire Agreement.** This document and any documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understanding.

El Dorado County Water Agency:

By: _____
Kenneth V. Payne
General Manager
"Water Agency"

Dated: _____

Cameron Park Community Services District:

By: _____
André Pichly
General Manager
"District"

Dated: _____



Agenda Transmittal

DATE: April 19, 2023

FROM: André Pichly, General Manager
Dusty Martin, Fire Chief

AGENDA ITEM #14: **PROFESSIONAL SERVICES AGREEMENT WITH AP TRITON TO PRODUCE A COMPREHENSIVE 10-15 YEAR FIRE MASTER PLAN**

RECOMMENDED ACTION: **APPROVE RESOLUTION 2023-14 AND AUTHORIZE THE GENERAL MANAGER TO INTO A PROFESSIONAL SERVICES AGREEMENT WITH AP TRITON**

Introduction

At the September 6, 2022, Fire & Emergency Services Committee meeting, the Committee asked the General Manager and Fire Chief to research consultants that develop Fire Master Plans. The Committee requested that staff request estimates for two options. Option 1 would be a full Fire Master Plan. Option 2 would be a plan that would have a limited scope of only staffing and facilities.

Discussion

The Fire Chief and General Manager made inquiries about companies that provide master planning services. The initial research indicated that the District should expect to spend between \$35,000 and \$66,000 for a full Fire Master Plan (option 1). Staff recommended a minimum budget of \$70,000.

On March 7, 2023, the Fire & Emergency Services Committee requested that staff forward to the Board of Directors a request to consider soliciting qualified consulting firms to produce a Fire Master Plan. At the March 15, 2023 meeting of the Board of Directors, the Board directed staff to update the RFP per the Board's comments and publish at staff's earliest convenience.

A Request for Proposals (RFP) was developed and published on the District web site on March 23rd and emailed out to the firms that the GM and Fire Chief had contacted earlier. The proposal due date was April 13th and a total of 5 proposals were received.

The General Manager and Fire Chief reviewed the proposals on April 14th and are recommending that the District contract with AP Triton for their services. AP Triton has extensive experience with fire districts and departments throughout California creating master plans, strategic plans and other critical studies. References were checked and the responses to all our questions were positive and would highly recommend AP Triton for their services. Other factors staff considered:

- 2 proposals were on the higher end for cost.
- 2 proposals were about 50% less in cost.
- AP Triton addressed the entire scope of work.
- AP Triton has multiple examples of completing long range strategic master plans.
- AP Triton is currently working on 2 master plans involving CAL FIRE contracts.

Fiscal Impact

The quoted cost by AP Triton to produce a Fire Master Plan is \$40,801.00. AP Triton also provided an add-on of \$4,660 for virtual community meeting and survey, but the GM and Fire Chief do not see this as adding much value to their services given they do include an on-site community meeting in their proposed fee. The Funds for this project would be allocated from Fund 07, which has a current balance of \$696,251.25.

Recommendation

Staff recommends that the Board of Directors approve Resolution 2023-14 authorizing the District to enter into a professional services agreement with AP Triton to development of comprehensive 10-15 year Fire Master Plan for the Cameron Park Community Services District for an amount not to exceed \$40,810.00.

Attachments:

- 14a – Proposal from AP Triton to produce a Fire Master Plan for CPCSD
- 14b – RFP scores summary
- 14c – Professional Services Agreement with AP Triton
- 14d – Resolution 2023-14



1309 Coffeen Avenue, Suite 3178 • Sheridan, WY 82801 • 833.251.5824 • www.aptriton.com

PART 1 | COVER LETTER

April 10, 2023

Andre Pichly, General Manager
Cameron Park Community Services District
2502 Country Club Drive
Cameron Park, CA 95682

RE: Fire Department Master Plan Proposal

Dear Mr. Pichly:

Please find enclosed our proposal to provide a Fire Department Master Plan for the Cameron Park Fire Department (CPFD). AP Triton's proposal describes our process and methodology to provide a Comprehensive Fire Department Master Plan designed to evaluate the agency in relation to the community's current risks, anticipate community growth (and therefore associated risk), and recommend steps to position the agency to address that growth in advance with appropriate resources and infrastructure. In short, our Master Planning process keeps the agency from lagging behind community growth and development, maintaining or enhancing service as the community grows. It is an effective policy-making and budgeting tool as well. Knowing where and how the community will grow into the future and what the District will need in terms of policy and budget support to address it is a critical element of the District's policymakers' future deliberations.

Established in 2014, AP Triton has a wide range of experience in the fire service, emergency medical services, fire prevention and life-safety programs, and law enforcement consulting. Our teams have unmatched experience and capabilities working with Community Service Districts (CSD), special districts, and Local Agency Formation Commissions (LAFCO). Our consultants have conducted numerous studies involving Master Plans, Community Risk Assessments/Standards of Cover, Strategic Plans, Fire Department Consolidation Studies, EMS Systems Analyses, Staffing Studies, Agency Evaluations, Fire Station Location, and Engineering Studies, as well as other unique Fire Service and EMS studies.



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If awarded this project, we will assign Kurt Latipow, Vice President Emeritus, as the project manager. We appreciate your consideration of our proposal. If you have any questions at all, please do not hesitate to contact Mr. Latipow at klatipow@aptriton.com or 530.306.1382, or me at khenke@aptriton.com or 707.266.4309.

AP Triton's Federal Employer Identification Number is: 47-2170685.

Respectfully,

Kurt P. Henke
Principal/Managing Partner

Attachment

cc: Kurt Latipow



Cameron Park CSD
Cameron Park Fire Department
California

Proposal to conduct a

FIRE DEPARTMENT
MASTER PLAN

April 2023



AP TRITON
VISION • INNOVATION • SOLUTIONS

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Part 2A | RFP Response

Contact Information

The headquarters of AP Triton, LLC is located in Sheridan, Wyoming. Consultants and other subject matter experts (SME) are located throughout the United States.

- **Address:** 1309 Coffeen Avenue, Suite 3178, Sheridan, WY 82801
- **Phone:** 833.251.5824 (toll free)
- **E-Mail:** info@aptriton.com
- **Website:** www.aptriton.com

About AP Triton

Established in 2014, AP Triton has a wide range of experience in the fire service, emergency medical services, special events and filming, fire prevention, and life-safety programs. Our consultants have conducted numerous studies involving Master Plans, Community Risk Assessments/Standards of Cover, Strategic Plans, Fire Department Consolidation Studies, EMS Systems Analyses, Staffing Studies, Agency Evaluations, Fire Station Location, and Engineering Studies, as well as other unique Fire Service and EMS studies.

AP Triton was founded on the need to provide innovative solutions to public safety departments. For too many agencies, creative thinking is not part of the status quo. AP Triton is able to bring our experience to enable long-term, creative, and sustainable solutions specialized to your local issues. With decades of experience in public safety departments of all sizes, AP Triton is well-suited to evaluate the Cameron Park Fire Department as it is today and deliver the best strategies and recommendations for the future.

Conflict of Interest Statement

Triton has neither directly nor indirectly entered into any agreement, participated in any collusion or collusion activity, or otherwise taken any action which in any way restricts or restrains the competitive nature of this solicitation including, but not limited to, the prior discussion of terms, conditions, pricing, or other offer parameters required by this solicitation.

Triton is not presently suspended or otherwise prohibited by any government from participation in this solicitation or any other contract to follow thereafter. Neither Triton nor anyone associated with Triton has any potential conflict of interest because of or due to any other clients, contracts, or property interests in this solicitation or the resulting project. If a conflict of interest is identified in the provision of services, Triton will immediately notify the client in writing.

Part 2B | Key Personnel & Roles

Kurt Latipow EFO

Project Manager/Vice President Emeritus



Summary of Qualifications

Mr. Latipow has enjoyed 40 years in Public Safety with over 27 years of Public Administration in Fire Chief and Chief Officer positions. He has developed and implemented numerous comprehensive fire and emergency services related plans. Mr. Latipow has facilitated the adoption of those plans via a variety of governing bodies. Mr. Latipow offers extensive experience in developing and implementing emergency, strategic, master plans, and succession

plans/management processes as well as developing and implementing Standards of Cover Analysis, Fees for Service Cost Recovery Programs, and ALS Program Development and Implementation for both transport and engine company-based organizations.

Work Experience

- City of Lompoc, CA—Fire Chief
- Washoe County, NV—County Fire Services Coordinator
- City of Ukiah, CA—Fire Chief
- State of California, Governor's Office of Emergency Services—Deputy Chief, Fire and Rescue Branch
- Stanislaus Consolidated Fire Protection District, CA—Fire Chief/Chief Executive Officer
- Hesperia Fire Protection District, CA—Fire Chief
- City of Arroyo Grande, CA—Fire Chief/Director of Building and Fire
- City of Monterey Park Fire Department, CA—Battalion Chief/Fire Marshal

Education

- National Fire Academy—Accredited Executive Fire Officer
- California Fire Marshal Training and Education System

Publications and Instructor Experience

- IAFC/Volunteer Combination Officers 2017 Symposium in the West—Building Leaders from Within
- IAFC and League of California Cities 2016—"The Achilles Heel of Local Government"
- California Fire Chiefs 2016—"The Why and How of Succession Planning and Implementation"
- League of California Cities 2015—"Contracting for Fire Services; the Trials, Tribulations, Landmines and Political Challenges"
- League of California Cities 2014—"Leading Change in the New Reality"
- California Fire Chiefs Association 2012—"Re-engineering Fire Service-Based Service Delivery"
- IAFC/ICMA 2012—Success & Sustainability

Professional Affiliations

- California Fire Chiefs Association
- League of California Cities Fire Department—Past President
- League of California Cities Public Safety Policy—Past Committee Chair
- International Association of Fire Chiefs—Life Member

Steven Hall CFO, EFO Assistant Project Manager



Summary of Qualifications

Chief Hall has worked in the fire service for over 29 years, with 18 years holding Fire Chief and Chief Officer positions. During his tenure, he has implemented several fires, community risk reduction, emergency management, and special operations programs. Chief Hall has extensive experience in developing strategic, master, and emergency plans, as well as developing and implementing shared services, agency reorganization, and functional consolidations.

Educational Background

- Chief Fire Officer Designee (CFO) – Center for Public Safety Excellence
- Executive Fire Officer Designee (EFO) – National Fire Academy
- Master's Degree in Executive Fire Leadership and Emergency Preparedness – Grand Canyon University, Arizona
- Bachelor's Degree in Occupational Studies – California State University Long Beach, CA
- Associate's Degree in Fire Science – Modesto Junior College, Modesto CA
- Emergency Management Specialist – Governor's Office of Emergency Services, California
- Extensive training in leadership, command, strategic planning, and emergency management

Professional Experience

- Fire Chief – Central Fire District of Santa Cruz County (2016–2020)
- Assistant Fire Chief – Central Fire District of Santa Cruz County (2015–2016)
- Fire Chief/Emergency Manager – City of Patterson/West Stanislaus FPD (2010–2015)
- Division Chief/Fire Marshal – City of Patterson/West Stanislaus FPD (2001–2010)

Relevant Experience

- Past President, Board of Directors – Fire District's Association of California
- President, Emergency Management Section – California Fire Chief's Association
- President, Santa Cruz County Fire Chief's Association
- Operational Area Coordinator (1st Alternate) – Santa Cruz County

Associated Professional Accomplishments

- Implemented shared-services model with Aptos/La Selva Fire District, including administrative (HR, Finance, Claims, Payroll) services; Battalion Chief coverage, training/safety oversight, and community risk reduction. This joint-venture set the groundwork for a fully-functional consolidation of the two districts – a venture in the making since 1978
- Enhanced District's Aquatic Rescue Response Team (ARRT) to include lifeguard services, partnering with the City of Capitola, and the implementation of a rescue watercraft
- Received Distinguished Special District Award for innovative budgeting processes (2017 & 2019)

John P. Binaski MS, EFO, CFO **Senior Associate**



Summary of Qualifications

Chief Binaski began his fire service career in 1990 with the Orange County Fire Department. He brings more than 30 years of experience in the fire service and has served with several departments in California. He retired in 2023 after serving seven years as fire chief. During his career, he secured funding to build two fire stations, significant remodels of three fire stations, and a complete fleet replacement. He has improved the Insurance Services Office (ISO) rating for several departments. He has served in every position within the fire service from firefighter/paramedic to fire chief.

Chief Binaski's fire service career includes significant experience and management in the areas of fire prevention, operations, human resources, finance, and fleet. He has presented at several state and national conferences along with serving on many boards for multiple state associations. He has experience in combination and career departments and a demonstrated record of professionalism and a commitment to excellence. He is a peer team leader for accreditation from the Center for Public Safety Excellence and has been through the accreditation process with his agency three times. He brings a long list of education, experience, and technical expertise to AP Triton.

Educational Background

- Master's Degree in Emergency Service Administration, California State University Long Beach, 2007
- Executive Fire Officer Program, Emmitsburg, MD, 2007
- Bachelor of Science in Fire Administration, Cogswell Polytechnical College, 1996
- Associate of Science in Fire Science, Saddleback Community College, 1991
- Fire Service Executive Development Institute, IAFC, 2016
- Commission on Professional Credentialing, Chief Fire Officer

Professional Experience

- Consultant, Fitch and Associates, 2019–2021
- Fire Chief, Clovis, CA
- Division Chief, Tulare, CA
- Fire Marshal, Kingsburg, CA

Relevant Experience

- Legislative Director and Past Northern Director, Cal Chiefs Association President, Central California Fire Chiefs
- Chair, California State Education and Training Committee
- Executive Board member and Past President, League of California Cities
- Team leader for Commission on Fire International Accreditation

Associated Professional Accomplishments

- 2021 California Fire Chief of the Year
- Assisted in the development of the Community Risk Reduction course for the National Fire Academy
- Developed and published multiple strategic plans, standards of covers, and annual reports
- Recommended and implemented cost recovery strategies, developer impact fees, and budget processes

Randy Parr CPA, MPA, CFO, EFO Senior Associate/Certified Public Accountant



Summary of Qualifications

Chief Parr has over 45 years of experience in the fire service, including 20 years as a chief officer. He has served in four fire departments in Texas and Missouri. The agencies for which he has worked range from a mid-sized Houston area combination fire district serving a population of 100,000 to a small municipal department as they transitioned from a volunteer-based delivery system to a career-based delivery system. He has served the past 16 years as the career Fire Chief for the City of Tomball, a Houston, Texas suburb with a population of 35,000.

He is a Certified Public Accountant and during his career has served as the chief financial officer of large national and regional real estate developers and as the City of Tomball interim finance officer. Chief Parr's diverse skills have provided regional leadership in inter-agency collaboration, strategic planning, master and financial planning, and organizational evaluation. He has advised policymakers on fire service delivery options, created financial models, and has made presentations to large workshop audiences on such topics as regional collaboration and legislative initiatives.

Educational Background

- Bachelor's in Business, Accounting Major, Indiana University, Bloomington, IN
- Master's in Public Administration, Sam Houston State University, Huntsville, TX
- Executive Fire Officer Graduate—National Fire Academy
- Emergency Management Executive Academy Graduate—Emergency Management Institute
- Chief Fire Officer Designee—Center for Public Safety Excellence
- Extensive training in leadership, financial management, and planning

Professional Experience

- Associate Consultant, Emergency Consulting International (ESCI) (2017–2020)
- Fire Chief/Emergency Management Coordinator—City of Tomball, TX (2004–present)
- Fire Chief, Cypress Creek Fire Department, Houston, TX (1999–2004)
- Controller/Financial Officer, Trammel Crow Residential/Gables Residential Trust (1986–1994)

Relevant Experience

- Past President, Board of Directors, IAFC, Southwest Division
- Southeast Region Director, Texas Fire Chiefs Association
- Facilitator, Northwest Harris County Fire Chiefs Association
- Treasurer, Institution of Fire Engineers, USA Branch
- Peer Assessor I, Center for Public Safety Excellence Accreditation Site Team
- Board of Directors, Sam Houston State University Alumni Association

Associated Professional Accomplishments

- 2009 recipient of IAFC-VCOS John M. Buckman III Leadership Award
- Developed UASI grant to equip 90 departments in a three-county area, including the City of Houston, with the same electronic accountability system
- Developed UASI grant to link multiple dispatch centers in Harris and Montgomery counties
- Developed UASI grant to hire six full-time firefighter positions for the City of Tomball

Frank Blackley MPA, EFO, BS
Senior Associate/Fire & Life Safety Business Unit Leader



Summary of Qualifications

Chief Blackley has more than 35 years of experience in the fire service and has served with several departments in southeastern North Carolina. His service began at the Wilmington Fire Department, after spending nearly 10 years at the Wrightsville Beach Fire Department. In 1996, he began working with New Hanover County Fire Rescue as a fire inspector/investigator. In 1999, he returned to the Wilmington Fire Department as an inspector and was promoted to Assistant Chief and Fire Marshal in 2001. He served in this role until 2009, then transferred to Assistant Chief of Operations. In 2012, he assumed his last role as Assistant Chief of Support Services.

Chief Blackley brings a long list of education, experience, and technical expertise to AP Triton. With experience in both combination and career departments, he possesses a demonstrated record of professionalism and a commitment to excellence. In addition to fire administration and management accomplishments, Chief Blackley has contributed to Vision 20/20 as a technical advisor for several states and development of a new Outcome Measures Guide. He has spoken nationally on Community Risk Reduction and how to use data in the decision-making process. He is familiar with the Center for Public Safety Excellence accreditation process and has written several categories for his department.

Educational Background

- University of North Carolina Wilmington, Master's Public Administration, Urban and Regional Policy and Planning, 2011
- Executive Fire Officer Program, Emmitsburg, MD, 2009
- University of Maryland University College, Bachelor of Science in Fire Science, 1996
- Guilford Technical Community College, Associate of Science in Fire Science
- Commission on Professional Credentialing, Chief Fire Officer

Professional Experience

- Consultant, Emergency Services Consulting International (ESCI), 2019–2020
- Technical Advisor, Vision 20/20
- Assistant Fire Chief, City of Wilmington, NC
- Deputy Fire Marshal, New Hanover County, NC

Relevant Experience

- President, North Carolina Fire Marshal's Association
- Chair, New Hanover County Public Safety Communication Center Policy Board
- Member, North Carolina Fire Code Revision Committee

Associated Professional Accomplishments

- Assisted in the development of the Community Risk Reduction course for National Fire Academy
- Developed the Outcome Measures Guide for Vision 20/20
- Published author, Crisis Response Journal, Hurricane Florence: Response and Recovery

Clay Steward MS/EM

Senior Associate



Summary of Qualifications

Clay Steward is an experienced fire service senior manager actively serving the industry for 25 years. He began his fire service career at Edgewater Fire Department, CO and moved to Arvada Fire Protection District after three years. At Arvada, he rose through the ranks where he ultimately retired as the division chief of planning and support services in 2018. During his tenure he served as the districts Accreditation Officer and lead his organization through its first accreditation bid with the CFAI. Since retirement he works as an independent contractor specializing in fire service data and accreditation documentation.

Clay brings a strong technical background in data engineering and analytics that augments his detailed understanding of fire service management and continuous improvement. He is experienced in developing community risk assessments, standard of cover, strategic planning, and self-assessment documents for the CFAI.

Professional Development & Education

- Master of Science in Emergency Management, American Public University, Charles Town, WV
- Associate of Science in Fire Science, Red Rocks Community College, CO
- Center for Public Safety Peer Assessor and Accreditation Management Courses
- Data analytic, data engineering, and data science training
- Lean and lean six sigma course experience and education

Licensure & Certifications

- CFAI Peer Assessor Level 1
- IBM Data Science Specialization
- Alteryx Core Designer
- Tableau Analyst and Author
- Center for Professional Credentialing Chief Fire Officer

Experience

- Active fire service and data and management consultant
- Experienced trainer
- Retired Division Chief and Accreditation Officer
- Experienced training and safety officer
- 25 years of service in the fire service
- 11 years and current member of the plans section of the Jefferson County type III IMT team
- 14 years experienced with FEMA's CO-TF1 US&R team

Associated Professional Accomplishments

- Developed and teaches Introduction to Data Analytics for Emergency Services course
- Currently active and past steering committee member of the Rocky Mountain Professional Credentialing and Accreditation Consortium
- Past IAFF secretary and treasurer, local 4056

Melissa Vazquez Swank BA, MA
Director of Project Operations/Senior Associate



Summary of Qualifications

Melissa Vazquez Swank possesses over 10 years of experience in project management and administration. She is an expert in administrative functions of project-related assignments, including overall planning, tracking, and documentation of numerous projects from the project proposal (RFP) phase to project closeout.

In addition to project administration, Melissa specializes in quality assurance and recruitment processes. Melissa ensures the consistent quality of production processes by developing and implementing sustainable practices and leading the proofing and editing of final products. She plays a crucial role in business by ensuring that all products (reports, website, social media, surveys, and newsletters) meet certain thresholds of acceptability. Melissa works to improve the project's efficiency and profitability by reducing time or product waste.

Melissa's professional experience, keen eye for detail, and training qualify her to provide the highest level of project support. She has a passion for accuracy and fact-checking that permeates all aspects of her professional tasks.

Professional Development & Education

- Portland State University MA, Public History/Native American History, 2010–2013
- Portland State University BA, History, 2007–2009

Relevant Experience

- Director of Project Operations at AP Triton, November 2022–Present
- Professional Services Manager at AP Triton, September 2021–October 2022
- Owner of 3:17 Associates, Principal Consultant, 2021–Present
- Quality Assurance & Recruitment Specialist at Emergency Services Consulting International (ESCI), January 2020–August 2021
- Recruitment Specialist at ESCI, July 2017–January 2020
- Technical Proofer and Quality Assurance Specialist at ESCI, March 2015–January 2020
- Adjunct Research Assistant at Portland State University, December 2015–2018
- Freelance Virtual Assistant, December 2014–Present
- Project Administrator at ESCI, September 2013–June 2014
- Project Assistant/Fact Checker at the Oregon Encyclopedia Project, September 2011–June 2013
- Project Assistant at The Confluence Project, June 2012–November 2012
- Project Assistant at Chinook Oral History Project, October 2011–April 2012

Part 2C | Qualifications of the Firm

The following are several references and projects out of the hundreds of projects and studies previously completed by Triton. Additional references can be provided.

Fairfield Fire Department (California)			
Project Title & Description: Fire Department Long-Range Master Plan			
The City of Fairfield Fire Department engaged the services of AP Triton to conduct a Fire Department Master Plan. The Triton Team analyzed the data provided by the Department as well as others to determine the current levels of response performance. From this analysis, the team identified factors influencing risk and response performance and has identified opportunities for delivery system improvement. This report established response time objectives, standards for measuring the effectiveness of department resources, and the deployment of those resources. Triton provided findings, conclusions, and recommendations categorized as short, medium, and long-term.			
Contact Name/Title:	Robb Herrick, Deputy Chief	Year:	2022
Client Phone:	707-428-7076	Client E-Mail:	rherrick@fairfield.ca.gov
Project Manager:	Kurt Latipow	Budget:	\$47,510

City of Santa Barbara (California)			
Project Title & Description: Community Risk Assessment/Standards of Cover			
The City of Santa Barbara Fire Department (SBFD) engaged AP Triton to provide a Community Risk Assessment (CRA) and Standards of Cover (SOC) Deployment Analysis. The CRA-SOC will include an analysis and recommendations for future improvements of services to the Santa Barbara community and will review automatic aid services and identify benefits from partner agency responses. The evaluation will analyze data based on SBFD's adopted metrics and nationally recognized guidelines and criteria.			
Client Contact:	Chris Mailles, Fire Chief	Year:	2022
Client Phone:	805.564.4707	Client E-Mail:	cmailles@SantaBarbaraCA.gov
Project Manager:	Kurt Latipow	Budget:	\$50,229

Central Fire District of Santa Cruz County (California)			
Project Title & Description: Long-Range Master Plan & Customer-Centered Strategic Plan			
AP Triton was retained to research, write, and produce a Long-Range Master Plan including a Community Risk Assessment and Standards of Cover consistent with Center for Public Safety Excellence's guidelines. The development of the Long-Range Master Plan was followed by a Customer-Centered Strategic Plan for the District.			
Client Contact:	Jason Nee, Fire Chief	Year:	2022
Client Phone:	831.479.6842	Client E-Mail:	jason.nee@centralfiresc.org
Project Manager:	Kurt Latipow	Budget:	\$62,777

Clients & Experience

The following is a *partial* list of Triton's current and former clients. An expanded list can be provided upon request.

- Aberdeen Fire Department (WA)
- City of Alameda Fire Department (CA)
- Alameda County FPD (CA)
- Alaska Fire Chiefs Association (AK)
- Albany Fire Department (OR)
- Anaheim Fire and Rescue (CA)
- Berkeley Fire Department (CA)
- Bethel Fire Department (AK)
- Bodega Bay Fire Department (CA)
- Brea Fire Department (CA)
- Brigham City Fire Department (UT)
- Fremont Fire Department (CA)
- California Fire Chiefs Association (CA)
- California Metro Chiefs Association (CA)
- Carlsbad Fire Department (CA)
- Carroll County Ambulance District (MO)
- Central Jackson County FPD (MO)
- Central Pierce Fire Protection (WA)
- Chariton County Ambulance District (MO)
- Chico Fire Department (CA)
- Chula Vista Fire Department (CA)
- Central Kitsap Fire & Rescue (WA)
- City of Colton/Loma Linda FD (CA)
- City of Costa Mesa Fire Department (CA)
- Coalinga Fire Department (CA)
- Contra Costa County FPD (CA)
- Cosumnes Fire Department (CA)
- Cowlitz 2 Fire & Rescue (WA)
- DeKalb County Fire Rescue (GA)
- City of Downey Fire Department (CA)
- Dixon Fire Department (CA)
- Douglas Okanogan County FD 15 (WA)
- El Dorado Hills Fire Department (CA)
- Fort Myers Fire Department (FL)
- Eureka Fire Protection District (MO)
- Golden Fire Department (CO)
- City of Fresno Fire Department (CA)
- Fort Myers Fire Department (FL)
- City of Fresno Fire Department (CA)
- Fullerton Fire Department (CA)
- Gig Harbor/Pierce FD #5 (WA)
- Grand River Regional Ambulance (MO)
- Gray's Harbor #4/L. Quinault VFD (WA)
- Gray's Harbor Fire District #5 (WA)
- Hawaii Fire Chiefs Association (HI)
- Hermosa Beach Fire Department (CA)
- Huntington Beach Fire Department (CA)
- Idaho Fire Chiefs Association (ID)
- Kennewick Fire & Ambulance (WA)
- Kern County Fire Department (CA)
- Lake Ozark FPD (MO)
- La Verne Fire Department (CA)
- Lincoln Fire & Rescue (NE)
- City of Long Beach (CA)
- Milwaukee Fire Department (WI)
- Sonoma County Fire District (CA)
- Sonoma Valley Fire Department (CA)
- Stockton Fire Department (CA)
- Sunnyside Fire Department (WA)
- Tacoma Fire Department (WA)
- Tualatin Valley Fire & Rescue (OR)
- Ukiah Valley Fire Authority (CA)
- Umatilla Fire Department (OR)
- Utah Fire Chiefs Association (UT)
- Vacaville Fire Department (CA)
- Valley Center Fire Protection District (CA)
- Ventura County Fire Department (CA)
- Washington Fire Chiefs Association (WA)
- Watsonville Fire Department (CA)
- Williston Fire Department (VT)

Other Services

The following is a *partial* list of projects in which the members of the Project Team for this study have either served as the Project Manager or participated in. Our team has participated in dozens of studies throughout the United States.

Project Description

- Ambulance Services Optimization Study:
- Ambulance Services Study:
- Annexation Study (3 districts):
- BLS Ambulance System Valuation:
- Community Risk Assessment/Standards of Cover:
- Community Risk Assessment/Standards of Cover:
- Consolidation Feasibility Study:
- Countywide Fire Service Review:
- EMS Feasibility & Optimization Study:
- EMS Service Delivery Study:
- EMS Strategic Assessment & Analysis:
- EMS System Evaluation:
- EMS System Valuation:
- Facilities Master Plan, FD Master & Strategic Plan:
- Fire Department Cooperative Services Study:
- Fire District Consolidation Study:
- Fire Services Analysis:
- Fire Services Special Study:
- Fire Station & CRA/SOC Study:
- Fire/EMS Assessment:
- First Responder Fee Study:
- First Responder Fee Study:
- First Responder Fee Study:
- First Responder Fee Study:
- Long-Range Fire Department Master Plan:
- Long-Range Master Plan:
- Master Plan:
- Master Plan & Community Risk Assessment:
- Municipal Service Review & SOI Study:
- Municipal Service Review & SOI Study:
- Optimization Study:
- Prevention Fee Study:
- Strategic Plan:
- Strategic Plan:
- Valuation Study:

Organization

Alameda County Fire Chiefs Association (CA)
 Modesto FD/Stanislaus County OES (CA)
 Contra Costa County FPD (CA)
 Seattle Fire Department (WA)
 Coalinga Fire Department (CA)
 San Ramon Valley Fire Protection District (CA)
 Elk Creek Fire Protection District (CO)
 Santa Clara LAFCO (CA)
 Webster Fire Department (TX)
 Burbank Fire Department (CA)
 City of Ontario (CA)
 Truckee Meadows Fire Protection District (NV)
 San Luis Obispo Fire Chiefs Association (CA)
 Redmond Fire & Rescue (OR)
 Golden/Fairmount/Pleasant View FDs (CO)
 Clackamas Fire District 1 (OR)
 Williston Fire Department (VT)
 Santa Cruz LAFCO (CA)
 Montecito FPD (CA)
 Pflugerville Fire Department (TX)
 Oakland Fire Department (CA)
 Merced Fire Department (CA)
 Napa Fire Department (CA)
 Truckee Meadows Fire Protection District (NV)
 Templeton Fire & Emergency Services (CA)
 Fairfield Fire Department (CA)
 Whitefish Fire Department (MT)
 Brigham City Fire Department (UT)
 Placer LAFCO (CA)
 Nevada LAFCO (CA)
 Alameda County Fire Chiefs Association (CA)
 Suisun City Fire Department (CA)
 Aspen Fire Department (CO)
 Blaine County Ambulance Service District (ID)
 Pflugerville Fire Department (TX)

Part 2D | Scope of Work

Triton's Approach to Projects

Triton's approach to projects represents our complete understanding of your expectations. Our experience in working with fire departments, fire districts, and EMS organizations, as well as other emergency services agencies, includes a wide variety of communities throughout the United States. Key elements of Triton's methodology include:

- A complete understanding of the project background, goals, and objectives, as well as the complex issues that must be addressed.
- A comprehensive, well-designed, and practical scope of work (SOW) and workplan that enables substantial input from the key stakeholders, leadership, and other relevant individuals.
- Use of state-of-the-art GIS mapping, computer modeling, and data analysis tools, web-based communications technology, and many other sophisticated tools and technologies.
- Triton's project methodology is augmented by the utilization of web-based and other communication technologies. We will utilize the Dropbox application to create a secure online project site that enables the client and project team members to collaborate and communicate throughout every phase of the project. In addition, Triton utilizes GoToMeeting conferencing software to assist with client communications and various presentations.
- Utilization of experienced subject matter experts (SME) in the fire service, EMS, and other related emergency services disciplines, as well as individuals with expertise in GIS and data analysis.
- Commitment to successfully complete our projects and deliverables within the time requested and in a manner that would meet or exceed expectations.
- High-quality printed and bound reports, with contents and recommendations that will easily enable the client, key stakeholders, and community members to understand.

Best Practices & National Standards

Based on the type of project and study requirements, Triton will refer to and utilize current industry best practices, along with relevant national standards promulgated by a wide variety of associations and organizations that develop consensus standards for the fire service, EMS, communications, and other related services. These may include the *National Fire Protection Association (NFPA)*, *Center for Public Safety Excellence (CPSE)*, *Commission on Accreditation of Ambulance Services (CAAS)*, and other organizations.

Project Understanding: Comprehensive Fire Department Master Plan

AP Triton, LLC (Triton) recognizes the Cameron Park Community Services District (CPCSD or District) desires to retain a qualified and experienced consulting firm to provide a Fire Department Master Plan for the Cameron Park Fire Department (CPFD).

The purpose of a Comprehensive Master Plan is to evaluate the agency in relation to the community's current risks, anticipate community growth (and therefore associated risk), and recommend steps to position the agency to address that growth in advance with appropriate resources and infrastructure. In short, a Master Plan keeps the agency from lagging behind community growth and development, maintaining or enhancing service as the community grows. It is an effective policy-making and budgeting tool as well. Knowing where and how the community will grow into the future and what the District will need in terms of policy and budget support to address it is a critical element of the District's policymakers' future deliberations.

The first section of the Master Plan will be conducting a baseline assessment of the current conditions and current service performance of the CPFD. The purpose of this section will be to assess the department's infrastructure, operations, and service delivery in comparison to industry standards and best practices, as well as to create a benchmark against which the options for future service delivery can be measured.

The second section assesses the potential future community conditions, service demand, and risks that the organization may be expected to serve. The purpose of this section is to determine community growth projections and interpret the impact on emergency service planning and delivery.

The third section will include an assessment of the future community conditions, service demand, and fire protection risks that the organization can be expected to serve. Triton will conduct an analysis of community growth projections and interpret their impact on emergency service planning and delivery.

Finally, the fourth section will recommend program, staffing, equipment, and capital facilities strategies to meet the community's needs now and into the foreseeable future, keeping pace with growth and addressing gaps in the existing system where possible.

The following represents the Scope of Work (SOW) prepared by Triton based on our understanding of Cameron Park Community Service District's request for proposal. The various sections and tasks have been developed specifically for this project.

Section One—Project Initiation

Task 1-A: Project Initiation & Development of a Work Plan

Triton will meet virtually with the District's Project Team. The purpose will be to review the District's needs, Triton's proposed Scope of Work, and develop a complete understanding of the organization's background, goals, and expectations for the project.

Based on the meeting noted above, Triton's Project Manager will develop and refine a proposed work plan that will guide the Project Team. This work plan will be developed identifying:

- Project team members responsible for each task
- Major tasks to be performed
- Resources to be utilized
- Methods for evaluating study results
- Any potential constraints or issues related to accomplishing specific tasks

The benefits of this process will be to develop working relationships between the Triton Project Team and client representative, determine communications processes, and identify logistical needs for the project.

Task 1-B: Procurement of Information & Data

Triton will request pertinent information and data from the CPCSD and any other agencies as necessary. This information is critical and will be used extensively in the various analyses and development of the report. Thoroughly researched and relevant studies will be included during Triton's review. The documents and information relevant to this project will include, but not be limited to, the following:

- Community Comprehensive Plan and current and future land use documents
- El Dorado County census and demographics data
- Most recent ISO Public Protection Classification Summary Report
- Zoning maps and codes
- Fire station (and other facilities, if applicable), apparatus and vehicles inventories
- Mutual and/or automatic aid agreements
- Fire department and applicable CPCSD policies and procedures
- Standard Operating Guidelines (SOGs), to include operations and deployment within and outside the CPCSD boundaries

- Current and historical budgets
 - Revenue and expenditures, including recurring and non-recurring
 - Cost-recovery fee schedules
- Current and historical records management data, including National Fire Incident Reporting System (NFIRS) incident data
 - Computer-Aided Dispatch (CAD) incident records
- Any other documents and records necessary for the successful completion of the project

Task 1-C: Community Expectations, Stakeholder Input, & Field Work

The Triton Project Team will conduct on-site interviews and gather information from key personnel and stakeholders. Some information may be acquired through the use of electronic forms and/or telephone interviews. Individuals will include, but not be limited to:

- CPCSD board members and appointed officials
- Cameron Park Fire Chief, command staff, and administrative support personnel
- Management representatives of other local fire departments within the region
- Representative(s) of the Emergency Communications Center (ECC)
- Select group of CFPD firefighters and officers assigned to operations
- Representatives of any employee or volunteer groups
- Members of the business community, citizens, and other special interest groups

From these interviews, Triton will obtain additional information and perspective on the operational, economic, and policy issues facing the organization.

Section Two—Evaluation of Current Conditions

Utilizing the data and information provided by the department and other sources, Triton will conduct a baseline assessment of the current conditions and service performance of the Cameron Park Fire Department. This will include an organizational analysis of CFPD based on the elements included in the following tasks. The purpose of this evaluation is to assess the Fire Department's operations in comparison to industry standards and best practices, as well as to create a benchmark against which the options for future service delivery can be measured.

Task 2-A: Organization Overview

An overview of the CPCSD and Fire Department will be developed addressing:

- Service area population and demographics
- History, formation, and general description of the CPCSD and the CFPD
- General description of the service delivery infrastructure and service area overview
- Organizational design, governance, and lines of authority
- Other relevant components of the emergency services system in the CPCSD and El Dorado County

Task 2-B: Financial Overview

Triton will review historical revenues, expenditures, and other fiscal issues of CFPD, along with evaluating the current costs of service. Budget modeling permits analysis of staffing schemes, facility and vehicle redeployment, service efficiency, and program cost. This allows for the measurement of the effect of any proposed system change. This will include, but not be limited to:

- Overall operating budget, funding, fees, taxation, and financial resources
- Review of financial management and cost recovery billing and collections processes
- Review capital improvement programs and planning
- Any other issues related to budget, revenue, and expenditures

Task 2-C: Management Components

Triton will review and assess CFPD's basic management processes, including but not limited to:

- Mission, vision, strategic planning, goals, and objectives
- Internal assessment of critical issues and future challenges
- Internal and external communications processes
- Reporting and record keeping
- Information technology and records management systems

Task 2-D: Staffing & Personnel

Triton will review CPFD's staffing levels. Areas to be considered include:

- Review and evaluate administration and support staffing levels
- Review and evaluate operational staffing levels, including ambulance staffing
- Review staff allocation to various functions and divisions
- Review staff scheduling methodology
- Review firefighter/EMS staff distribution

Task 2-E: Planning for Fire Protection & EMS

The planning processes within CPCSD and CPFD will be reviewed and include the following key components:

- Review and evaluate the adequacy of the current planning process
- Review elements of tactical, strategic, and operational planning within CPFD
- Review long-range or other planning efforts

Task 2-F: Capital Facilities & Equipment

This task will entail a review of CPFD's current major capital assets (facilities and apparatus). This evaluation will include:

Facilities—Tour and make observations in areas critical of current station location and future station considerations. This will entail a cursory review of each facility and not a detailed, comprehensive engineering analysis. Items to be contained in the report include:

- Design
- Construction
- Safety
- Future viability
- Code compliance
- Staff facilities
- Efficiency
- Other elements & components as necessary

Apparatus/Vehicles—Review and make recommendations regarding the inventory of apparatus and equipment. Items to be reviewed include:

- Age, condition, and serviceability
- Distribution and deployment
- Replacement Schedule
- Recommendation of new apparatus

Task 2-G: Service Delivery & Performance

To the extent data is available, Triton will review and observe areas affecting service levels and operational performance of CPFDD. These will include, but not necessarily be limited to:

- **Service Demand**
 - Analysis and Geographical Information Systems (GIS) display of current service demand (unit workload) by incident type
 - Analysis and GIS display of current service demand by temporal variation (calls by hour, day, and month)
 - GIS display of historical incident density locations
 - Projected service demand due to growth
- **Resource Distribution**
 - Overview of current fire station deployment strategies, analyzed through GIS software as appropriate, with identification of service gaps and redundancies (fire station location analysis)
 - Analysis of company and staff distribution as related to effective response force (ERF) assembly
 - Overview of current apparatus deployment strategies, analyzed through GIS software as appropriate, with identification of service gaps and redundancies
- **Response Reliability**
 - Analysis of current workload, including unit hour utilization (UHU) of individual companies (to the extent data is complete)
 - Analysis of call concurrency and the impact on fire and EMS system effectiveness
- **Response Performance Analysis**
 - Analysis of actual CPFDD apparatus turnout time performance analyzed by individual components (to the extent data is available)
 - Analysis of other components in the response time continuum, including call processing times
 - Analysis of response time to achieve full effective response force
- **Impact of mutual and/or automatic aid**

Task 2-H: Support Programs

Triton will review and evaluate the following support programs.

Life Safety Services & Public Education

- Pre-fire planning processes
- Assorted public education and prevention programs

Communications & Dispatch

- Alarm systems and communications infrastructure
- Primary Safety Answering Point (PSAP) and Dispatch Center capabilities and methods
- Dispatch Center staffing

Hazardous Materials Services Support & Response

- Triton will provide an overview of CPF's capabilities with regards to hazardous materials incident responses to include resources, training, and staffing

Specialized Technical Rescue Services Support & Response

Triton will provide an overview of the CPF's capabilities with regard to technical rescue incident responses. This will include but not be limited to:

- Review of physical and personnel resources
- Review of training and educational compliance
- Review of historical staffing performance in regard to technical rescue responses. This will include:
 - High-angle/low-angle rope rescue
 - Trench rescue
 - Confined space
 - Water rescue

Training & Continuing Education

- General training competencies
- Training administration, schedules, and facilities
- Training program goals and objectives
- Training administrative support and maintenance of training records

Emergency Medical Services

Triton will evaluate the current Emergency Medical Services support and oversight mechanisms to include quality assurance, and medical control.

Section Three—Service Demand Projections & Community Risk

The project moves forward with an assessment of the future community conditions, service demand, and fire protection risks that the organization can be expected to serve. Triton will conduct an analysis of community growth projections and interpret their impact on emergency service planning and delivery.

Task 3-A: Population Growth Projections

An interpretation of available census and community development data will be provided indicating:

- Population history
- Census-based population growth projections
- Community planning-based population growth projections

Task 3-B: Service Demand Projections

Population growth projections, along with historical and forecast incident rates, will be utilized to develop projections for future service demand.

Task 3-C: Community Risk Analysis

Land use and zoning classifications will be used, along with specific target hazard information, to analyze and classify community fire protection risk by geography. This process will be completed with GIS software and will consider:

- Population and population density
- Demographics
- Community land use regulations
- Occupancy types by land use designation
- Hazardous substances and processes

Section Four—Future Delivery System Models

The project concludes with strategies intended to place the organization in a position to successfully serve its future demand and risk. Triton will develop and analyze various operational models for providing emergency services with the specific intent of identifying those options that can deliver the desired levels of service identified in the previous task at the most efficient cost. Recommendations will be provided identifying the best long-range strategy for service delivery and the impact of initiating such a strategy. In addition, short- and mid-term strategies will be recommended for service delivery improvement or increased efficiency.

Task 4-A: Development of Response Standards and Targets

An appropriate set of response performance goals will be developed for the fire department, matching the nature and type of risks identified in the previous report sections. The performance goals shall be developed with consideration to:

- Incident-specific staffing levels to meet the critical tasking analysis for the identified risks
- Apparatus assignments to accommodate the anticipated fire flows and other critical functions of the identified risks
- Time standards that will provide for the effective initiation of critical tasks and functions

Task 4-B: Short- and Mid-Term Strategies

Recommendations for improving service delivery and system efficiency prior to any full implementation of the long-term strategy will be provided in areas such as:

- Agency management and organization
- Staffing and personnel deployment
- Service delivery methods
- Training programs
- Prevention programs
- Enhanced cooperative service agreements with other communities or agencies
- System funding and cost recovery
- Others as appropriate and necessary

Task 4-C: Recommended Long-Term Strategy

Triton will develop a recommended long-term option for resource deployment that will improve the department's level of service towards the identified performance objectives and targets. This may include, but is not necessarily limited to, specific recommendations regarding:

- Any relocations of existing facilities
- General locations of future necessary fire stations
- Selection and deployment of apparatus by type
- Deployment of operations personnel
- Future administrative and support personnel
- Deployment of special units or resources
- Additional infrastructure or facilities for administration and support programs

Task 4-D: Compliance Methodology

Triton will work with CPFDD's Management to develop a methodology that will allow the department to continually measure future performance. This methodology will include, but not necessarily be limited to:

- Records Management Systems (RMS) usage policies
- Assignment of oversight responsibilities
- Schedule of assessments and review requirements

Section Five—Development, Review, & Delivery of Master Plan Report

Task 5-A: Development & Review of the Draft Report

Triton will develop and produce an electronic version of the draft written report for technical review by representatives of CPCSD and CPFDD. This feedback is a very important aspect of this project, and Triton will provide adequate opportunities for review and discussion of the draft report prior to finalization. The report will include:

- Clearly designated recommendations
- Detailed narrative analysis of each report element clearly written and presented in sections with explanatory support to ensure an understanding by all readers
- Charts, graphs, GIS maps and analyses, and diagrams, where appropriate

Task 5-B: Publication of the Final Report

Following a final technical review and approval by CPCSD and CPFDD, Triton will provide a total of five printed and bound copies and an electronic version (PDF format) of the report.

Task 5-C: Presentation of the Final Report

Triton will conduct a virtual final presentation of the report to representatives of the CPCSD and any other individuals or groups as requested. The presentation will include:

- A summary of the nature of the report, methods of analysis, primary findings, and critical recommendations
- An audio-visual presentation of the study
- A review and explanation of charts, graphs, diagrams, and maps, where appropriate
- Opportunity for questions and answers, as needed

All presentation materials, files, graphics, and written material will be provided at the conclusion of the presentation(s).

Optional Add-on Section Six—Virtual Community Meeting & Survey

Triton will develop an online survey to ensure that the community's concerns regarding fire-rescue delivery and associated services are recognized by the District. This is a commendable approach to ensure the inclusivity and transparency of the master planning process. The process will seek to identify:

- How the community prioritizes the services provided by the CPFCD
- Areas of community concern
- Perceived community risks
- Community expectations
- The community's positive attributes of the CPFCD
- How "good" service is measured by the community
- Perspectives regarding costs of services

Task 6-A: Development of a Community Survey

The consultant will develop an electronic survey to assess the community's program and service priorities, expectations of the fire and EMS services provided by the CPFCD, concerns about the programs and services provided, positive aspects of the District's programs and services, and perspectives regarding costs of services and funding thresholds. The survey is fully customizable to fit the District's needs and expectations.

The CPCSD and CPFCD's representative will review and approve the survey prior to the Triton Project Team administering it. The survey results will be delivered directly to Triton's Director of Project Operations, who will develop and produce an executive summary of the survey results.

Task 6-B: Identification of Community Recipients

Triton's project team will assist the CPCSD and CPFCD in identifying external customers/key members of the community that will assist with the survey's community-wide distribution. At a minimum, we recommend that the representatives of this community group include, but not be limited to:

- Property owners
- Business owners
- Service groups representative(s) (i.e., Chamber of Commerce, Rotary, Lions)
- Prominent citizens in the community
- Members of civic organizations
- Multiple citizens who have been actual recipients of fire and EMS services

- Representatives of neighborhood organizations and/or homeowner associations
- Representatives of non-profit organizations
- Representatives of local industry
- Other citizen-customers, as identified by the CPCSD and CFPD

Task 6-C: Virtual Community Meeting

Triton will facilitate a virtual community meeting as an introduction to the Electronic Community Survey. Triton will work with the CPCSD and CFPD to develop a format for the meeting that will include an introduction of the District's fire and EMS services and the study at hand and allow for questions pertaining to the survey.

Task 6-D: Administration of Community Survey

Once identified, survey invitations will be sent, and a link will be provided to reach the greater community via social media outlets, if desired. The survey will run for approximately one to two weeks to gain a realistic view of external community perspectives, needs, and expectations. The survey results will be delivered directly to Triton's Director of Project Operations.

Task 6-E: Survey Results & Recommendations

AP Triton's Director of Project Operations will analyze the feedback, build appropriate charts and graphs, and provide an executive summary of the results. Triton will analyze the survey and the results will be used to inform Triton's Master Plan recommendations.


Project Completion Timeline

Triton offers the following project timeline, which is subject to change based upon the mutual agreement of Cameron Park Community Services District and AP Triton. The timeline will not begin until Triton has been provided with all information and data necessary for the successful completion of the project. Triton will make every effort to complete the project in less time than anticipated.

Estimated Time to Complete the Project: 4–5 months

Part 3 | Triton Certificate of Insurance & Litigation

AP Triton, LLC maintains liability insurance as shown in the following pages. Triton has no past and/or pending litigation or unresolved lawsuits. Since AP Triton utilizes an entirely independent pool of contractors, we are exempt from carrying Workers' Compensation insurance. Each of our contractors carries their own liability insurance.

Client#: 1626412		APTRI				
ACORD™		CERTIFICATE OF LIABILITY INSURANCE				
		DATE (MM/DD/YYYY) 4/11/2022				
<p><small>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</small></p> <p><small>IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).</small></p>						
PRODUCER USI Insurance Services, LLC 2375 E. Camelback Road, Suite 250 Phoenix, AZ 85016 877 468-6516		CONTACT NAME: Kathi Simon PHONE (A/C. No. Ext): 602-666-4827 FAX (A/C. No.): 610-537-2283 E-MAIL: kathi.simon@usi.com ADDRESS:				
INSURED AP Triton, LLC 1309 COFFEEN AVE STE 3178 Sheridan, WY 82801		INSURER(S) AFFORDING COVERAGE INSURER A: Continental Casualty Company NAIC # 20443 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:				
COVERAGES		CERTIFICATE NUMBER:				
		REVISION NUMBER:				
<p><small>THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.</small></p>						
INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPIOP AGG \$ OTHER:
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER:
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below					PER STATUTE OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability		596516681	03/27/2022	03/27/2023	\$1,000,000 Per Claim \$3,000,000 Aggregate \$2,500 Deductible
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)						
CERTIFICATE HOLDER				CANCELLATION		
Proof of Coverage				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 		
ACORD 25 (2016/03) 1 of 1 #S35608919/M35599008				The ACORD name and logo are registered marks of ACORD © 1988-2015 ACORD CORPORATION. All rights reserved. NHBZP		



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/21/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER 	Rigo Delatorre 8827 Elk Grove Blvd. Elk Grove CA 956241766	CONTACT NAME: Rigo Delatorre PHONE (A/C, No, Ext): 916-665-3973 FAX (A/C, No): E-MAIL ADDRESS: rigo.delatorre.cyy1@statefarm.com
	INSURED AP TRITON LLC 1309 COFFEEN AVE STE 3178 SHERIDAN WY 828015777	INSURER(S) AFFORDING COVERAGE INSURER A : Slate Farm Mutual Automobile Insurance Company (inclu 25151 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ. <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	N	N	474 3415-A01-55M	01/01/2023	07/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE \$ OTH-ER \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE This form was system-generated on 12/21/2022
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Part 4 | Reference Review

The following are several references and projects out of the hundreds of projects and studies previously completed by Triton. Additional references can be provided.

Fairfield Fire Department (California)			
Project Title & Description: Fire Department Long-Range Master Plan			
The City of Fairfield Fire Department engaged the services of AP Triton to conduct a Fire Department Master Plan. The Triton Team analyzed the data provided by the Department as well as others to determine the current levels of response performance. From this analysis, the team identified factors influencing risk and response performance and has identified opportunities for delivery system improvement. This report established response time objectives, standards for measuring the effectiveness of department resources, and the deployment of those resources. Triton provided findings, conclusions, and recommendations categorized as short, medium, and long-term.			
Contact Name/Title:	Robb Herrick, Deputy Chief	Year:	2022
Client Phone:	707-428-7076	Client E-Mail:	rherrick@fairfield.ca.gov
Project Manager:	Kurt Latipow	Budget:	\$47,510

City of Santa Barbara (California)			
Project Title & Description: Community Risk Assessment/Standards of Cover			
The City of Santa Barbara Fire Department (SBFD) engaged AP Triton to provide a Community Risk Assessment (CRA) and Standards of Cover (SOC) Deployment Analysis. The CRA-SOC will include an analysis and recommendations for future improvements of services to the Santa Barbara community and will review automatic aid services and identify benefits from partner agency responses. The evaluation will analyze data based on SBFD's adopted metrics and nationally recognized guidelines and criteria.			
Client Contact:	Chris Mailles, Fire Chief	Year:	2022
Client Phone:	805.564.4707	Client E-Mail:	cmailles@SantaBarbaraCA.gov
Project Manager:	Kurt Latipow	Budget:	\$50,229

Central Fire District of Santa Cruz County (California)			
Project Title & Description: Long-Range Master Plan & Customer-Centered Strategic Plan			
AP Triton was retained to research, write, and produce a Long-Range Master Plan including a Community Risk Assessment and Standards of Cover consistent with Center for Public Safety Excellence's guidelines. The development of the Long-Range Master Plan was followed by a Customer-Centered Strategic Plan for the District.			
Client Contact:	Jason Nee, Fire Chief	Year:	2022
Client Phone:	831.479.6842	Client E-Mail:	jason.nee@centralfiresc.org
Project Manager:	Kurt Latipow	Budget:	\$62,777



Cameron Park CSD
Cameron Park Fire Department
California

Cost proposal to conduct a

**FIRE DEPARTMENT
MASTER PLAN**

April 2023

Part 2F | Cost Proposal

Project Fee Proposal

AP Triton, LLC presents the following formal cost proposal for the projects outlined in the Scopes of Work. The project fees are inclusive of expenses:

Project Section	Fees & Expenses
Section 1: Project Initiation & Information Acquisition	\$9,726
Section 2: Evaluation of Current Conditions	\$12,510
Section 3: Service Demand Projections & Community Risk	\$4,800
Section 4: Future Delivery System Models	\$6,665
Section 5: Development, Review, & Delivery of the Plan	\$7,100
Proposed Project Fee, Excluding Section 6 (will not exceed):	\$40,801
OPTIONAL Section 6: Virtual Community Meeting & Survey	\$4,660
Proposed Project Fee, Including Section 6 (will not exceed):	\$45,461

Payment Schedule & Invoicing

- 10% payment due upon signing of the contract
- Monthly invoicing thereafter as work progresses until 95% of project has been completed
- Final 5% due upon project completion
- Additional hours will be billed at a rate of \$190/hour for the Project Manager and \$150/hour for consultants, plus any additional travel expenses

Cost Quotation Information

- The bid quotation is valid for 90 days
- Triton Federal Employer Identification Number: 47-2170685

FIRM	Cost	CA experience	Cover Letter	RFP Response	Master Plan experience	Proof of Insurance	References
Mission CIT	\$32,400	Poor	✓	Good	Poor	✓	Good
AP Triton	\$40,801*	Excellent	✓	Good	Good	✓	Good
ESCI	\$63,078	Fair	✓	Good	Good	✓	Good
CityGate	\$73,123	Good	✓	Good	Good	✓	Good
Polaris	\$93,870	Poor	✓	Good	Poor	✓	Good

*AP Triton: an additional \$4,660 to host a virtual community meeting & survey

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT made and entered into on April 19, 2023 by and between the Cameron Park Community Services District, located in the County of El Dorado, State of California (CPCSD), and AP Triton, LLC (Consulting Firm).

RECITALS:

A. CPCSD desires to employ Consulting Firm to furnish professional services for the development of a comprehensive Fire Master Plan.

B. Consulting Firm has represented that Consulting Firm has the necessary expertise, experience, and qualifications to perform the required scope of work.

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

SECTION 1 – BASIC SERVICES

Consulting Firm agrees to perform the services set forth in **Exhibit A, “Scope of Work”** and made part of this Agreement.

SECTION 2 – ADDITIONAL SERVICES

Consulting Firm shall not be compensated for any services rendered in connection with its performance of this Agreement that are in addition to or outside of those set forth in this Agreement or **Exhibit A, “Scope of Work”**, unless such additional services and compensation are authorized in advance and executed in writing by the CPCSD General Manager. Consulting Firm agrees that CPCSD shall act through its General Manager, or the General Manager’s designee, in performing this Agreement.

SECTION 3 – TIME FOR COMPLETION

The time for completion of services shall be as identified in **Exhibit A, “Scope of Work”**. Failure by Consulting Firm to comply with said time for completion of service, or any other deadline stated in this Agreement, shall constitute a material breach of this Agreement.

SECTION 4 – COMPENSATION AND METHOD OF PAYMENT

A. Subject to any limitations set forth in this Agreement, CPCSD agrees to pay Consulting Firm the amount specified in **Exhibit B, “Costs”** attached hereto and made a part hereof. Total compensation shall not exceed \$70,000.00, unless additional compensation is approved in accordance with Section 2.

B. Consulting Firm shall furnish to CPCSD an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories if applicable: labor (by sub-category), travel, materials, equipment, supplies, subcontractor contracts, and miscellaneous expenses. Each original invoice furnished shall include

the expenses incurred during the preceding month, the cumulative Agreement amount, and the amount remaining on the Agreement (if applicable). CPCSD shall independently review each invoice submitted to determine whether the work performed, and expenses incurred are in compliance with the provisions of this Agreement. If no charges or expenses are disputed, the invoice shall be approved, and CPCSD will use its best efforts to cause Consulting Firm to be paid within 30 days of receipt of invoice. If the CPCSD disputes any charges or expenses, the CPCSD will return the original invoice to Consulting Firm for correction and resubmission. If the CPCSD reasonably determines, in its sole judgment, that the invoiced charges and expenses exceed the value of the services performed to date and that it is probable that the Agreement will not be completed satisfactorily within the contract price, CPCSD may retain all or a portion of the invoiced charges and expenses. If Consulting Firm submits an invoice which is incomplete, incorrect, unclear, or not in accordance with the provisions of this Agreement, then CPCSD shall not be obligated to process or make any payment to Consulting Firm until a correct invoice has been submitted. Within thirty (30) days of satisfactory completion of the project, CPCSD shall pay the retained amount, if any, to Consulting Firm.

C. Payment to the Consulting Firm for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consulting Firm.

SECTION 5 – STANDARD OF PERFORMANCE

Consulting Firm represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the services required under this Agreement in a thorough, competent and professional manner. Consulting Firm shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. In meeting its obligations under this Agreement, Consulting Firm shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Consulting Firm under this Agreement.

SECTION 6 – INSPECTION AND FINAL ACCEPTANCE

CPCSD may inspect and accept or reject any of Consulting Firm's work under this Agreement, either during performance or when completed. CPCSD shall reject or finally accept Consulting Firm's work within sixty (60) days after submitted to CPCSD, unless the parties mutually agree to extend such deadline. CPCSD shall reject work by a timely written explanation, otherwise Consulting Firm's work shall be deemed to have been accepted. CPCSD's acceptance shall be conclusive as to such work except with respect to latent defects and fraud. Acceptance of any of Consulting Firm's work by CPCSD shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to, the sections pertaining to indemnification and insurance.

SECTION 7 – INSURANCE REQUIRED

Consulting Firm shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consulting Firm, its agents, representatives, or employees, as indicated:

- A. Minimum Scope of Insurance. Coverage shall be at least as broad as:
1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
 2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
 3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
- B. Minimum Limits of Insurance. Consulting Firm shall maintain limits no less than:
1. General Liability: \$5,000,000 per occurrence for bodily injury, personal injury and property damage including operations, products and completed operations, as applicable. If Commercial General Liability Insurance or other form with a General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit – \$10,000,000.
 2. Automobile Liability: \$2,000,000 per accident for bodily injury and property damage.
 3. Employer's Liability: \$2,000,000 per accident for bodily injury or disease.
- C. Professional Liability Insurance. When Consulting Firm under this Agreement is duly licensed under California Business and Professions Code as an architect, landscape architect, environmental engineer or other professional engineer, or land surveyor ("design professional"), Consulting Firm shall maintain at least \$2,000,000 of professional liability insurance.
- D. Excess Limits. If Consulting Firm maintains higher limits than the minimums shown above, CPCSD requires and shall be entitled to coverage for the higher limits maintained by Consulting Firm. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CPCSD.
- E. Primary Coverage. For any claims related to this contract the Consulting Firm's insurance coverage shall be primary insurance as respects to CPCSD, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the CPCSD, its officers, officials, employees, or volunteers shall be excess of Consulting Firm's insurance and shall not contribute with it.
- F. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions of \$25,000 or greater must be declared to and approved by the CPCSD.
- G. Other Insurance Provisions. The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
1. The CPCSD, its agent, officers, officials, employees, and volunteers are to be covered as additional insured as respects: liability arising out of work or operations performed by the Consulting Firm or Consulting Firm's sub-contractor; or automobile owned, leased, hired or borrowed by the Consulting Firm.
 2. For any claims related to Consulting Firm's conduct while performing the work of this project, the Consulting Firm's insurance coverage shall be primary insurance as respects the CPCSD, its agents, officers, officials, employees and volunteers.

Any insurance or self-insurance maintained by the CPCSD, its agents, officers, officials, employees or volunteers shall be excess of the Consulting Firm's insurance and shall not contribute with it.

3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the CPCSD.
4. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subsection (b) of Section 2782 of the Civil Code.

H. Waiver of Subrogation. Consulting Firm's commercial general liability, automobile liability, workers' compensation, and employer's liability policies shall be endorsed with a waiver of subrogation. The insurance company, in its endorsement, agrees to waive all rights of subrogation against the CPCSD, its agents, officers, officials, employees and volunteers for losses paid under the terms of this policy which arises from the work performed by the named insured for the CPCSD.

I. The Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the CPCSD.

J. Verification of Coverage. Consulting Firm shall furnish the CPCSD with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the CPCSD or on forms that conform to CPCSD requirements. All certificates and endorsements are to be received and approved by the CPCSD before work commences or within forty-five (45) days of this Agreement's full execution, whichever is earlier. Failure to do so within the time stated shall constitute a material breach of this Agreement and CPCSD shall have no obligations hereunder, including without limitation payment for any services. The CPCSD reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

SECTION 8 – INDEMNIFICATION

A. Consulting Firm shall indemnify and hold harmless CPCSD, its agents, officers, officials, employees, and volunteers from any and all claims, demands, suits, loss, damages, injury, and/or liability (including any and all costs and expenses in connection therewith), incurred by reason of any negligent or otherwise wrongful act or omission of Consulting Firm, its officers, agents, employees and sub-contractors, or any of them, under or in connection with this Agreement; and Consulting Firm agrees at its own cost, expense and risk to defend any and all claims, actions, suits, or other legal proceedings brought or instituted against CPCSD, its agents, officers, officials, employees and volunteers, or any of them, arising out of such negligent or otherwise wrongful act or omission, and to pay and satisfy any resulting judgments.

B. When Consulting Firm under this Agreement is duly licensed under California Business and Professions Code as an architect, landscape architect, professional engineer, or land surveyor ("design professional"), the provisions of this section regarding Consulting Firm's duty

to defend and indemnify apply only to claims that arise out of or relate to the negligence, recklessness, or willful misconduct of the design professional.

C. If any action or proceeding is brought against Indemnitees by reason of any of the matters against which Consulting Firm has agreed to indemnify Indemnitees as provided above, Consulting Firm, upon notice from CPCSD, shall defend Indemnitees at Consulting Firm's expense by counsel acceptable to CPCSD, such acceptance not to be unreasonably withheld. Indemnitees need not have first paid for any of the matters to which Indemnitees are entitled to Indemnification in order to be so indemnified. The insurance required to be maintained by Consulting Firm shall ensure Consulting Firm's obligations under this section, but the limits of such insurance shall not limit the liability of Consulting Firm hereunder. The provisions of this section shall survive the expiration or earlier termination of this Agreement.

D. The provisions of this section do not apply to claims to the extent occurring as a result of the CPCSD's sole negligence or willful acts or misconduct.

SECTION 9 – INDEPENDENT CONSULTING FIRM/CONTRACTOR STATUS

A. Consulting Firm is and shall at all times remain a wholly independent Consulting Firm/Contractor and not an officer, employee or agent of CPCSD. Consulting Firm shall have no authority to bind CPCSD in any manner or to incur an obligation, debt or liability of any kind on behalf of or against CPCSD, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by CPCSD.

B. The personnel performing the services under this Agreement on behalf of Consulting Firm shall at all times be under Consulting Firm's exclusive direction and control. Neither CPCSD, nor any elected or appointed boards, officers, officials, employees or agents of CPCSD, shall have control over the conduct of Consulting Firm or any of Consulting Firm's officers, employees or agents, except as set forth in this Agreement. Consulting Firm shall not at any time or in any manner represent that Consulting Firm or any of Consulting Firm's officers, employees or agents are in any manner officials, officers, employees or agents of CPCSD.

C. Neither Consulting Firm, nor any of Consulting Firm's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to CPCSD's employees. Consulting Firm expressly waives any claim Consulting Firm may have to any such rights.

SECTION 10 – CONFLICTS OF INTEREST AND ANTI-FRAUD AND ANTI-CORRUPTION POLICIES

A. Consulting Firm covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of CPCSD or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent, or sub-contractor without the express written consent of the CPCSD Manager. Consulting Firm agrees to at all times avoid conflicts with the interests of CPCSD in the performance of this Agreement.

B. CPCSD understands and acknowledges that Consultant is, as of the date of execution of this Agreement, independently involved in the performance of non-related services for other governmental agencies and private parties. Consultant is aware of any stated position of CPCSD relative to such projects. Any future position of CPCSD on such projects shall not be considered a conflict of interest for purposes of this section.

C. Consulting Firm understands and acknowledges CPCSD maintains an anti-fraud and anti-corruption policy to protect the CPCSD, its operations, and its employees from and against financial risks, operational breaches, and unethical, fraudulent and corrupt activities. Consultant represents and warrants that Consulting Firm, its sub-contractor(s) / sub-consultant(s) and their respective employees providing services pursuant to the Agreement are (1) in good standing; (2) have not been previously investigated, convicted, or debarred for fraudulent or corrupt activities; (3) will not participate in fraudulent or corrupt activities, and (4) will take steps to ensure that its employees and sub-contractor(s) / sub-consultant(s) employees do not participate in any fraudulent or corrupt activities. Consulting Firm acknowledges and agrees further that it has a duty to and will report to CPCSD any information or incident(s) about possible fraudulent or corrupt activities Consulting Firm may discover and will cooperate in any fraud or corruption investigation conducted, with respect to Consultant's service provided pursuant to this Agreement.

SECTION 11 – OWNERSHIP OF DOCUMENTS

A. All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Consulting Firm in the course of providing any services pursuant to this Agreement shall become the sole property of CPCSD and may be used, reused or otherwise disposed of by CPCSD without the permission of the Consulting Firm. When requested by CPCSD, but no later than three years after project completion, Consulting Firm shall deliver to CPCSD all such original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents.

B. All copyrights, patents, trade secrets, or other intellectual property rights associated with any ideas, concepts, techniques, inventions, processes, improvements, developments, works of authorship, or other products developed or created by Consulting Firm during the course of providing services (collectively the "Work Product") shall belong exclusively to CPCSD. The Work Product shall be considered a "work made for hire" within the meaning of Title 17 of the United States Code. Without reservation, limitation, or condition, Consulting Firm hereby assigns, at the time of creation of the Work Products, without any requirement of further consideration, exclusively and perpetually, any and all right, title, and interest Consulting Firm may have in the Work Product throughout the world, including without limitation any copyrights, patents, trade secrets, or other intellectual property rights, all rights of reproduction, all rights to create derivative works, and the right to secure registrations, renewals, reissues, and extensions thereof.

SECTION 12 – CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION

A. All information gained or work product produced by Consulting Firm in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consulting Firm. Consulting Firm shall not release or disclose any such information or work product to persons or entities other than CPCSD without prior written authorization from the CPCSD Manager, except as may be required by law.

B. Consulting Firm, its officers, employees, agents or sub-contractors, shall not, without prior written authorization from the CPCSD General Manager or unless requested by the CPCSD Attorney of CPCSD, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered “voluntary” provided Consulting Firm gives CPCSD notice of such court order or subpoena.

C. If Consulting Firm, or any officer, employee, agent or sub-contractor of Consulting Firm, provides any information or work product in violation of this Agreement, then CPCSD shall have the right to reimbursement and indemnity from Consulting Firm for any damages, costs and fees, including attorney’s fees, caused by or incurred as a result of Consulting Firm’s conduct.

D. Consulting Firm shall promptly notify CPCSD should Consulting Firm, its officers, employees, agents or sub-contractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. CPCSD retains the right, but has no obligation, to represent Consulting Firm or be present at any deposition, hearing or similar proceeding. Consulting Firm agrees to cooperate fully with CPCSD and to provide CPCSD with the opportunity to review any response to discovery requests provided by Consulting Firm. However, this right to review any such response does not imply or mean the right by CPCSD to control, direct, or rewrite such response.

SECTION 13 – SUSPENSION OF WORK

CPCSD may, at any time, by ten (10) days written notice suspend further performance by Consulting Firm. All suspensions shall extend the time schedule for performance in a mutually satisfactory manner and Consulting Firm shall be paid for services performed and reimbursable expenses incurred prior to the suspension date.

SECTION 14 – COMPLIANCE WITH LAW

Consulting Firm shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this Agreement. Consulting Firm shall obtain any and all licenses, permits and authorizations necessary to perform the services set forth in this Agreement. Neither CPCSD, nor any elected or appointed boards, officers, officials, employees or agents of CPCSD, shall be liable, at law or in equity, as a result of any failure of Consulting Firm to comply with this section.

SECTION 15 – COMPLIANCE WITH CIVIL RIGHTS

During the performance of this contract, Consulting Firm agrees as follows:

A. Equal Employment Opportunity. In connection with the execution of this Agreement, Consulting Firm shall not discriminate against any employee or applicant for employment because of race, religion, color, ancestry, age, sexual orientation, gender, gender identity and gender expression as protected categories specifically and expressively in that category, physical handicap, medical condition, marital status, sex, national origin, or on any other basis prohibited by state or federal law. Such actions shall include, but not be limited to, the following: employment, promotion, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training including apprenticeship.

B. Nondiscrimination Civil Rights Act of 1964. Consulting Firm will comply with all federal regulations relative to nondiscrimination to federally assisted programs.

C. Solicitations for Sub-contractors including Procurement of Materials and Equipment. In all solicitations, either by competitive bidding or negotiations, made by Consulting Firm for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential sub-contractor, supplier, or lessor shall be notified by Consulting Firm of Consulting Firm's obligations under this Agreement and the regulations relative to nondiscrimination.

SECTION 16 – RECORDS

A. Records of Consulting Firm's direct labor costs, payroll costs, and reimbursable expenses pertaining to this project covered by this Agreement will be kept on a generally recognized accounting basis and made available to CPCSD if and when required for a period of up to 3 years from the date of Consulting Firm's final invoice.

B. Consulting Firm's records and design calculations will be available for examination and audit if and as required. The cost of any reproductions shall be paid by CPCSD.

SECTION 17 – COOPERATION BY CPCSD

All public information, data, reports, records, and maps as are existing and available to CPCSD as public records, and which are necessary for carrying out the work as outlined in the Exhibit A, "Scope of Services", shall be furnished to Consulting Firm in every reasonable way to facilitate, without undue delay, the work to be performed under this Agreement.

SECTION 18 – NOTICES

All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by facsimile or first-class mail, addressed as follows:

To CPCSD: CPCSD General Manager
2502 Country Club Drive
Cameron Park, California 95682

To Consulting Firm: AP Triton, LLC
1309 Coffeen Ave., Ste 317B
Sheridan, WY 82801

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile, or, if mailed, three (3) days after deposit in the custody of the U.S. Postal Service.

SECTION 19 – TERMINATION

A. CPCSD may terminate this Agreement, with or without cause, at any time by giving ten (10) days written notice of termination to Consulting Firm. If such notice is given, Consulting Firm shall cease immediately all work in progress.

B. If either Consulting Firm or CPCSD fail to perform any material obligation under this Agreement, then, in addition to any other remedies, either Consulting Firm, or CPCSD may terminate this Agreement immediately upon written notice.

C. Upon termination of this Agreement by either Consulting Firm or CPCSD, all property belonging to CPCSD which is in Consulting Firm's possession shall be delivered to CPCSD. Consulting Firm shall furnish to CPCSD a final invoice for work performed and expenses incurred by Consulting Firm, prepared as set forth in this Agreement.

SECTION 20 – ATTORNEY FEES

If litigation or other proceeding is required to enforce or interpret any provision of this Agreement, the prevailing party in such litigation or other proceeding shall be entitled to an award of reasonable attorneys' fees, costs and expenses, in addition to any other relief to which it may be entitled. In addition, any legal fees, costs and expenses incurred to enforce the provisions of this Agreement shall be reimbursed to the prevailing party.

SECTION 21 – ENTIRE AGREEMENT

This Agreement, including the attached Exhibits, is the entire, complete, final and exclusive expression of the parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered into between Consulting Firm and CPCSD prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any party which are not embodied herein shall be valid and binding unless in writing duly executed by the parties or their authorized representatives.

SECTION 22 – SUCCESSORS AND ASSIGNS

This Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the parties. However, this Agreement shall not be assigned by Consulting Firm without written consent of the CPCSD.

SECTION 23 – CONTINUITY OF PERSONNEL

Consulting Firm shall make every reasonable effort to maintain the stability and continuity of Consulting Firm's staff assigned to perform the services required under this Agreement. Consulting Firm shall notify CPCSD of any changes in Consulting Firm's staff assigned to perform the services required under this Agreement, prior to any such performance.

SECTION 24 – DEFAULT

In the event that Consulting Firm is in default under the terms of this Agreement, the CPCSD shall not have any obligation or duty to continue compensating Consulting Firm for any work performed after the date of default and may terminate this Agreement immediately by written notice to Consulting Firm. Termination under this Section 24 shall not require the ten days' notice which is required by Sections 13 and 19, above.

SECTION 25 – WAIVER

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by CPCSD of any work or services by Consulting Firm shall not constitute a waiver of any of the provisions of this Agreement.

SECTION 26 – LAW TO GOVERN; VENUE

This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of El Dorado. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Northern District of California, in San Francisco.

SECTION 27 – SEVERABILITY

If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby, and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

SECTION 28 – SPECIAL PROVISIONS

This Agreement is subject to the following special provisions: none.

IN WITNESS WHEREOF, the parties hereto have accepted, made, and executed this Agreement upon the terms, conditions, and provisions above stated, the day and year first above written.

Consulting Firm:

CPCSD:

By: _____
Name: _____
Title: _____

By: _____
Name: André Pichly
Title: CPCSD General Manager

Approved as to Form:

By: _____
Name: Jason Epperson
Title: CPCSD Attorney

**RESOLUTION NO. 2023-14
of the Board of Directors
of the Cameron Park Community Services District
April 19, 2023**

**APPROVING THE PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CAMERON PARK COMMUNITY SERVICES DISTRICT
AND AP TRITON TO DEVELOP A COMPREHENSIVE 10-15 YEAR FIRE MASTER PLAN**

WHEREAS, the Cameron Park Community Services District is committed to providing the residents of Cameron Park high quality fire protection and advanced emergency services, and;

WHEREAS, the District is committed to strategic planning and the development and updating of strategies that help the district plan for the future; and

WHEREAS, the District's previous Fire Master Plan was a 5-year plan that expired in 2015; and

WHEREAS, the Fire and Emergency Services Committee endorsed the publication of a Request for Proposals for qualified consulting firms to submit competitive proposals to produce a comprehensive 15-10 year Fire Master Plan; and

WHEREAS, the District released an RFP and AP Triton's proposal had the best value at a reasonable price; and

WHEREAS, District staff are satisfied with proposal provided by AP Triton and recommend this consulting firm for the production of a comprehensive 10-15 year fire master plan.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF Cameron Park Community Services District DOES HEREBY RESOLVE AS FOLLOWS:

Authorizes the General Manager to execute a professional services agreement with AP Triton for an amount not to exceed \$40,810.00 to produce a comprehensive 10-15-year Fire Master Plan.

PASSED AND ADOPTED by the Board of Directors of Cameron Park Community Services District, this 19th day of April 2023, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

Director Sidney Bazett, President
Board of Directors

André Pichly
General Manager

Agenda Transmittal

DATE: April 19, 2023

FROM: André Pichly, General Manager

AGENDA ITEM #15: COOPERATIVE FIRE PROGRAMS FIRE PROTECTION
REIMBURSEMENT AGREEMENT BETWEEN CAMERON PARK
COMMUNITY SERVICES DISTRICT AND CAL FIRE FOR FIRE AND
EMERGENCY SERVICES

RECOMMENDED ACTION: Review, Discuss, and Direct the General Manager to prepare a Resolution to extend the current Cooperative Fire Programs Fire Protection Reimbursement Agreement between CAL FIRE and Cameron Park Community Services District with a term of July 1, 2023, to June 30, 2028, and that said Resolution and Agreement extension will be brought to the Board for approval at the next regular meeting of the Board of Directors

BUDGET ACCOUNT: FIRE DEPARTMENT 3000; ACCOUNT 5236

BUDGET IMPACT: 5-Year CAL FIRE Agreement total: \$17,555,835.00; 5-Year JPA medic costs: \$1,063,978.71 (after Ambulance Services Joint Powers Authority payments). **Total cost for Agreements: \$18,619,813.70** (after Ambulance JPA payments)

BACKGROUND

In June 2018, the Board of Directors approved a Cooperative Fire Programs Fire Protection Reimbursement Agreement (Agreement) with CAL FIRE for a term of July 1, 2018, to June 30, 2023. On September 28, 2022, a Fire Contract negotiations Ad Hoc Committee was established by the Board president with meetings beginning in October 2022 and concluding on March 29, 2023, with a final report.

DISCUSSION

The current Agreement between the District and CAL FIRE expires on June 30, 2023. The General Manager, at the direction of the Board of Directors, signed a letter in June of 2022 stating it was the intent of the District to enter into good faith negotiations with CAL FIRE. By the fall of 2023 the Ad Hoc Committee, made up of Directors' Aiston and Scobey, the General Manager, and management from the Cameron Park Fire Department and CAL FIRE's Amador-El dorado Unit management, began negotiations in an attempt to arrive at acceptable terms for both the District and CAL FIRE for a renewal of the current agreement for a period of 5-years.

During the Ad Hoc Committee discussions, the District and CAL FIRE staff discussed the cost of the Agreement and impacts to the District's current and future budgets. The importance of cost reductions and/or containment was discussed and the following:

- 9 person staffing model (one 3-person engine company with a staffing factor of 3 (3 bodies per seat), working 3 day/72 hour shifts, would require 9 firefighter permanently assigned.
- Browning out of Station 88
- Keep ambulance service within the District

Although less than ideal, this staffing model allows the district to maintain reliable fire and emergency services at a base level with our current partners and provides time to explore the future of our service in the bigger picture of other agencies and county responses to these needs.

The need for additional future funding:

- Staff will create a stronger reporting system of engine and equipment rental that reflects the true costs and net revenue.
- Staff will track what happens with the first responder fee for its impact on revenue.
- SAFER and other grants are in process to provide funding that would allow additional staff and the possible reopening of Station 88, but only for a limited time.
- Additional revenue sources are needed in the future, so a possible tax measure/benefit assessment should be examined, pursued.
- Explore a fee for service with properties where the district responds frequently.

With these revenue efforts, there are other planning actions to be discussed and taken:

- Evaluate fire master plan when complete to explore any necessary adjustments to service, facilities and future planning (fall of 2023).
- Consider an RFP process the next contract cycle and build in sufficient time to truly study our situation (begin in year 3 of proposed contract extension, 2025/2026).
- Look into the feasibility of separating fire services from the District to be provided by another entity.
- Possibly partner/merge with neighboring districts to reduce administrative costs.
- If financial situation warrants, move ambulance out of the District.
- This will also require an adjustment to the district work plan for this year and reallocation of staff's time to allow for these additional tasks.

This will also require an adjustment to the District work plan for this year and reallocation of staff's time to allow for these additional tasks.

In the coming months, District staff will be proposing a number of changes to align expenditures and revenues in a manner that will protect District services and assets into the future. The appropriate committee will be involved in these discussions, making recommendations and suggesting changes, as well as the Fire Department. A 5-year agreement will allow for a continuation of Fire and Emergency Services and an opportunity for CAL FIRE and District staff to discuss further possible cost saving measures in the Fire Department budget.

As District policy does not specify that ongoing or existing agreements require a Request for Proposals (RFP) process, Staff is also recommending that the District not issue an RFP for fire services for the District but consider using the RFP process in 3-years (2 years in advance of the expiration of a renewed 5-year agreement).

Below is the revenue 5-year revenue projection for the District.

	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28
Revenues - fees & other sources	1,384,000.00	1,473,880.00	1,570,051.00	1,672,955.00	1,783,062.00
Property Tax allocation	3,087,665.72	3,211,172.35	3,339,619.24	3,473,204.01	3,612,132.17
Sub-total Revenues	4,471,665.72	4,685,052.35	4,909,670.24	5,146,159.01	5,395,194.17

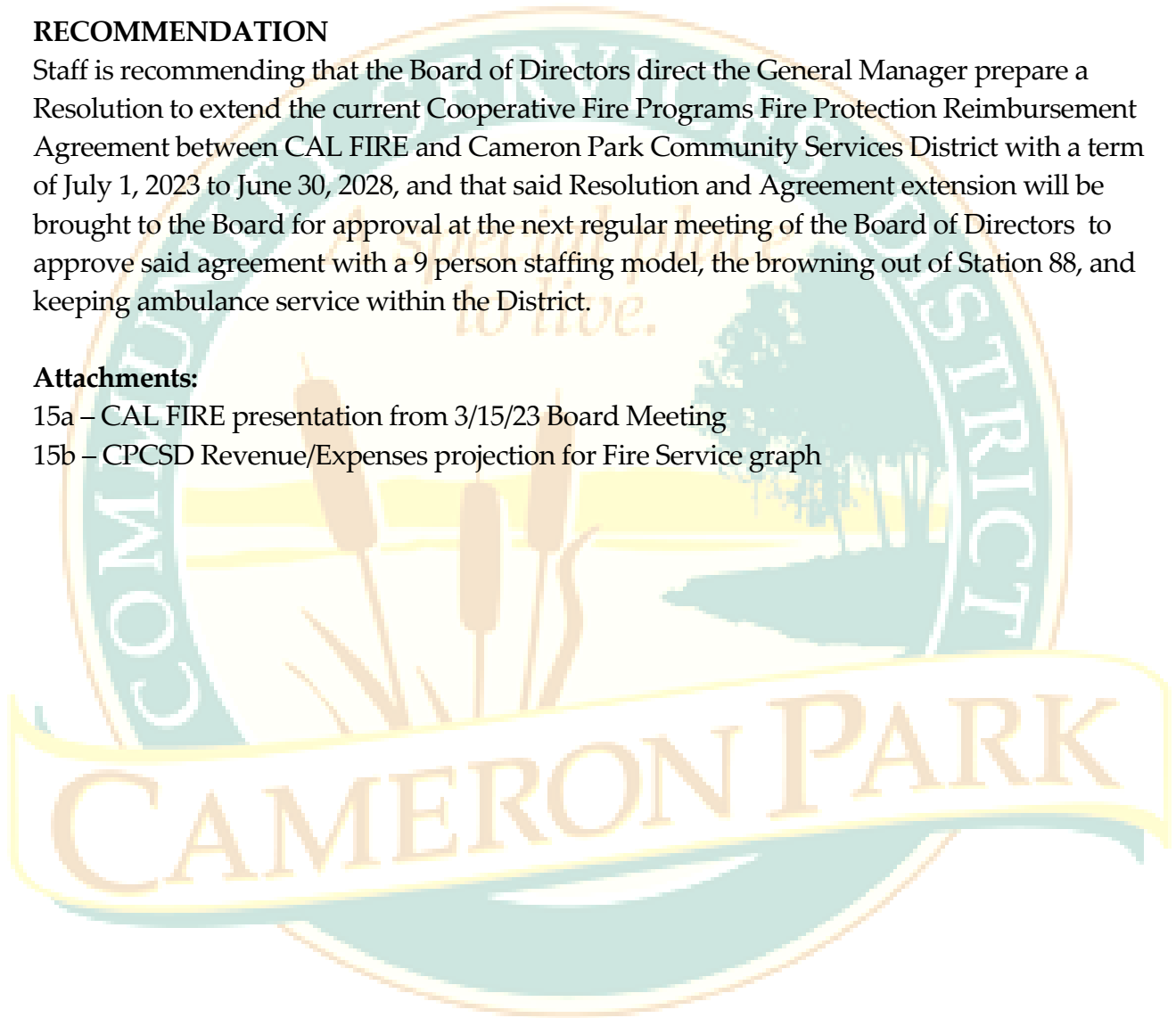
In total, the proposed CAL FIRE Agreement cost decreases by \$2,751,846.40 from \$20,307,681.40 to \$17,555,835.00 over the 5-year term. CAL FIRE staff have informed the staff and Ad Hoc Committee to expect costs to increase during the term of the agreement, but these increases have been factored into contract costs. Historically, depending upon labor agreement changes, increased costs have occurred during the term of a CAL FIRE agreement.

RECOMMENDATION

Staff is recommending that the Board of Directors direct the General Manager prepare a Resolution to extend the current Cooperative Fire Programs Fire Protection Reimbursement Agreement between CAL FIRE and Cameron Park Community Services District with a term of July 1, 2023 to June 30, 2028, and that said Resolution and Agreement extension will be brought to the Board for approval at the next regular meeting of the Board of Directors to approve said agreement with a 9 person staffing model, the browning out of Station 88, and keeping ambulance service within the District.

Attachments:

- 15a – CAL FIRE presentation from 3/15/23 Board Meeting
- 15b – CPCSD Revenue/Expenses projection for Fire Service graph





Cameron Park Fire Department Staffing Considerations

1

Terminology

- Daily Staffing Level: How many firefighters are assigned to the fire engine each day. A 3-0 staffed engine would have 3 firefighters assigned to it each day, or 3 seats on the engine are occupied day.
- Staffing Factor: How many firefighters are assigned to each seat. A staffing factor of 3 means 3 firefighters are assigned to each seat.

2



Terminology

- An engine company with 3-0 daily staffing and a staffing factor of 3 would need 9 firefighters permanently assigned
- An engine company with 2-0 daily staffing and a staffing factor of 3 would need 6 firefighters permanently assigned

3

National Fire Protection Association (NFPA)

- NFPA sets standards for both career and volunteer fire departments.
- These standards, while not binding, are considered the industry standard
- Their staffing standard is generated by getting the right number of firefighters to an emergency scene to perform necessary tasks in a timely and safe fashion
- Their standard for daily staffing on an engine is either 3-0 or 4-0

4

El Dorado County Fire Departments Daily Staffing



- El Dorado County Fire Protection District: 3-0 Daily Staffing
- El Dorado Hills Fire Department: 3-0 and 4-0 Daily Staffing
- Diamond Springs Fire Department: 3-0 Daily Staffing
- Cameron Park Fire Department: 2-0 Daily Staffing
- Rescue Fire Department: 2-0 Daily Staffing
- Georgetown Fire Department: 2-0 Daily Staffing
- Garden Valley Fire Department: 1-0 and 2-0 Daily Staffing
- Mosquito Fire Department: 1-0 and 2-0 Daily Staffing
- Pioneer Fire Department: 1-0 and 2-0 Daily Staffing

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CAL FIRE Staffing



- State Funded Wildland Mission Engines (Schedule B): 3-0 Daily Staffing and working towards 3.11 Staffing Factor
- Engines staffed through Cooperative Fire Protection Agreements (Schedule A): Currently varies by agreement, but the minimum standard is 2-0 Daily Staffing. Over time and working with our partners, CAL FIRE will staff all engines at 3-0 Daily Staffing and will have a staffing factor of 3.11

6

Cameron Park Staffing



- The Cameron Park Fire Department staffs two engine companies and one paramedic ambulance.
- The Cameron Park CSD is responsible to fund the engine staffing and the El Dorado County Emergency Services Authority (JPA) reimburses the CSD for the cost of operating the ambulance.

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Cameron Park Staffing



- The Daily Staffing for the two engines is 2-0 and has been for the life of our Cooperative Agreement
- Prior to 2013, the staffing factor was 3.25, or 13 firefighters assigned to fill the 4 seats on 2 engines
- In 2013, 3 firefighters were removed from the cooperative agreement and our staffing factor since then has been 2.5, or 10 firefighters assigned to fill the 4 seats on the 2 engines

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Ambulance Staffing



- Cameron Park staffs the JPA ambulance with 6 of our firefighter paramedics. The Daily Staffing is 2-0 and the staffing factor is 3.
- The JPA reimburses Cameron Park for the personnel and operating costs
- In the last year, the reimbursement rate from the JPA is less than the cost of our firefighter paramedics

9

Engine Staffing Costs for the last 5 years



FY	Do not Exceed	Actuals	Difference
18/19	\$2,597,252.86	\$2,317,285.03	\$279,967.83
19/20	\$2,662,184.18	\$2,005,026.98	\$657,157.20
20/21	\$2,728,738.79	\$2,280,990.64	\$447,748.15
21/22	\$2,796,957.26	\$2,714,610.59	\$82,346.67
22/23	\$2,866,881.19	N/A	N/A

10

Ambulance Staffing Cost last 5 years



FY	Do Not Exceed	JPA Reimbursement	Actuals	Difference
18/19	\$1,266,219.78	\$1,150,000.00	\$1,130,082.10	\$19,917.90
19/20	\$1,297,875.28	\$1,150,000.00	\$1,066,830.78	\$83,169.22
20/21	\$1,330,322.16	\$1,150,000.00	\$1,032,494.06	\$117,505.94
21/22	\$1,363,580.21	\$1,150,000.00	\$1,228,231.20	\$78,331.20
22/23	\$1,397,669.72	\$1,200,000.00	N/A	N/A

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Future Engine Staffing Option Costs



FY	1 Engine 3-0 and 3.0 E88 Unstaffed	2 Engines 2-0 1 additional position	2 Engines 2-0 and 3.0 2 additional positions	2 Engines 3-0 and 3.0 8 additional positions
23/24	\$3,177,164.00	\$3,431,973.00	\$3,686,784.00	\$5,229,090.00
24/25	\$3,336,022.00	\$3,603,571.60	\$3,871,123.00	\$5,490,545.00
25/26	\$3,502,823.00	\$3,783,750.18	\$4,064,680.00	\$5,765,072.00
26/27	\$3,677,964.00	\$3,972,937.69	\$4,267,913.00	\$6,053,326.00
27/28	\$3,861,862.00	\$4,171,584.57	\$4,481,309.00	\$6,355,992.00
5 yr total	\$17,555,835.00	\$18,963,817.04	\$20,371,809.00	\$28,894,025.00

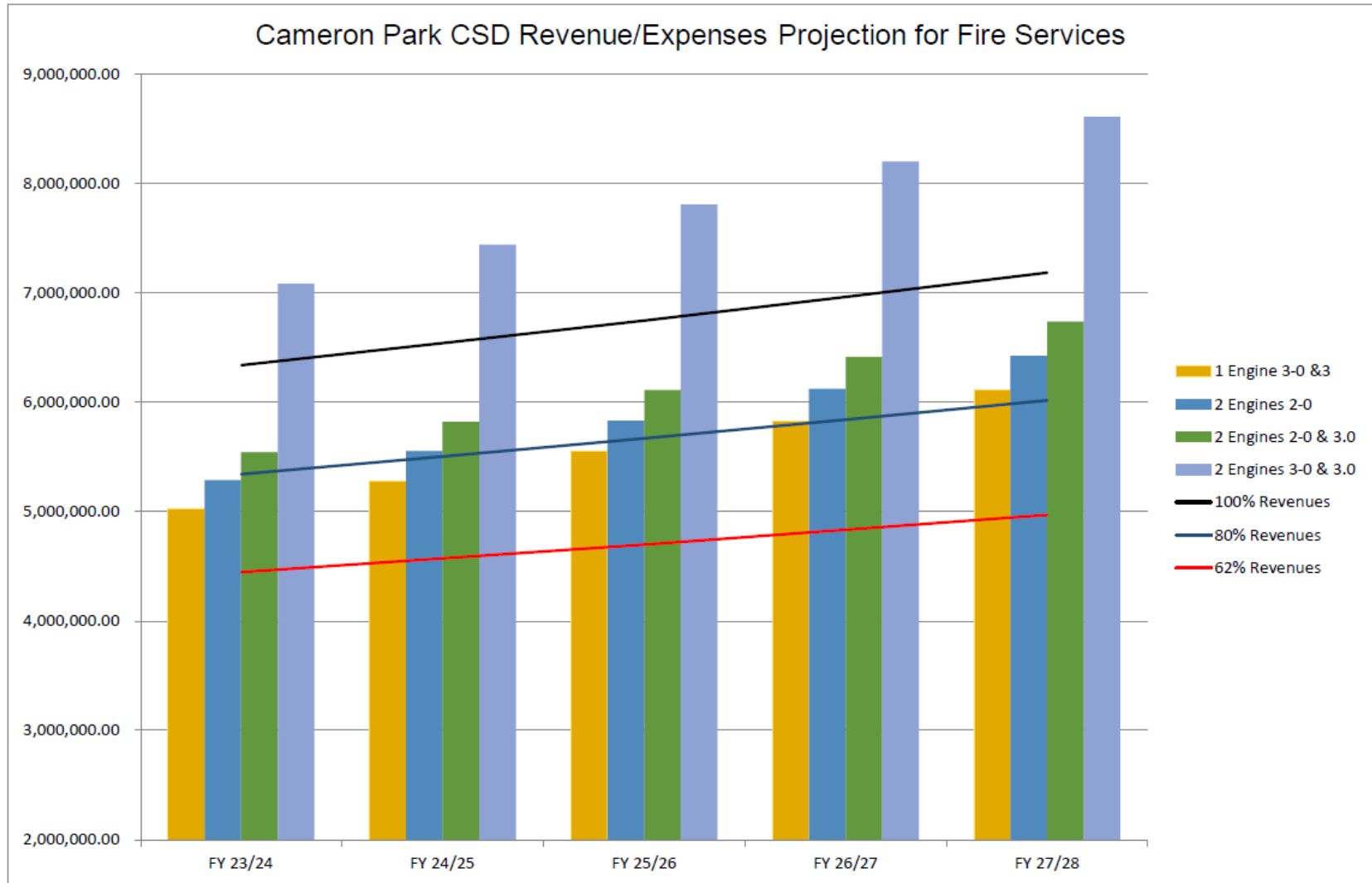
12



Future Ambulance Staffing Costs

FY	JPA Personnel Cost	JPA Reimbursement	Difference
23/24	\$1,528,862.00	\$1,284,000.00	-\$244,862.00
24/25	\$1,605,305.00	\$1,373,880.00	-\$231,425.00
25/26	\$1,685,570.00	\$1,470,051.00	-\$215,519.00
26/27	\$1,769,849.00	\$1,572,955.21	-\$196,893.79
27/28	\$1,858,341.00	\$1,683,062.08	-\$175,278.92
5 yr Total	\$8,447,927.00	\$7,383,948.29	-\$1,063,978.71

Graph with Fire and Ambulance





Agenda Transmittal

DATE: April 19, 2023

FROM: André Pichly, General Manager
Mike Grassle, Parks & Facilities Superintendent
Adam Domingo, Recreation Coordinator

AGENDA ITEM #16: Short-Term Solutions for Pickle Ball at Cameron Park Lake

RECOMMENDED ACTION: Receive, Discuss, and Direct

Introduction and Background

Since mid-January of 2022 the staff, the Parks and Recreation Committee, and Board of Directors have received some complaints from park neighbors about the noise generated by pickle ball play at Cameron Park Lake. The Board of Directors has also received substantial support from members of the pickle ball community in support for the continuation of pickle ball play at Cameron Park Lake.

In May of 2022, Staff recommended the formation of a Task Force and the Parks and Recreation Committee agreed. The Task Force met on site to discuss solutions, anticipated costs, and feasibility. The services of an acoustical engineer was secured, sound measurements taken, and a report produced summarizing the process and results of the sound measurements, along with mitigation recommendations.

Discussion

At the May 28 2023 Board meeting, following much public input for and against the continuation of pickle ball play at Cameron Park Lake, staff was directed to bring back to the Board at their next regular board meeting recommendations for short-term solutions to the pickle ball situation so the Board could render a decision regarding the pickle ball situation.

Recommended Restrictions for Court Access

- Days of Use

- Pickle ball, along with tennis, will be closed on Tuesdays, Thursdays, and Sundays, during which the courts will be locked and unavailable to the public. Pickle ball and tennis courts would be available for public use on Mondays, Wednesdays, Fridays and Saturdays.
- **Operational Hours**
 - Pickle ball and tennis will start no earlier than 9AM. The courts will remain locked until 9AM
 - Pickle ball and tennis will close to the public at 7PM
- **Equipment Requirements**
 - Pickle ball will only be allowed to use the green pickle balls, which are quieter than the yellow ones.
 - Quieter paddles will be encouraged. Pickle ball will provide a list of quieter paddles to all their players. The list will also be displayed on the entrances to the courts.
- **Signage at Cameron Park Lake**
 - The district will need to create the appropriate signage displaying the new pickle ball rules moving forward.
- **Open Gym at Community Center gymnasium**
 - Pickle ball will continue with open gym hours Monday through Friday during the school year
 - Pickle ball will only be allowed to use the gym during the summer on Tuesday and Thursday due to District summer camps; hot summer days when the AQI or heat index reaches levels unsafe for children, pickle ball open gym will be cancelled to allow children to have camp indoors

Administrative Permit - The District expects to be notified by El Dorado County Building Department as to the status of the Administrative Permit for the tennis and pickle ball courts at Cameron Park Lake by April 21, 2023.

Noise and County Code - El Dorado County was already aware of the noise issue associated with pickle ball at Cameron Park Lake. The County provided the Parks and Facilities Superintendent with a copy of the noise ordinance code above and stated the

park is exempt from the El Dorado County noise ordinance and specifically mentioned that noise was not going to be a determining factor.

[El Dorado County Article 3 – Site Planning and Project Design Standards](#)

[Chapter 17.37 – Noise Standards](#)

Sec. 130.37.010 – Purpose and Intent

This purpose of this is to supplement County Code Chapter 9.16 (Noise) by establishing maximum noise levels and standards to protect the public health, safety, and welfare. The intent is to provide standards for use in evaluating potential noise impacts to protect persons from excessive noise levels that can interfere with sleep, communication, relaxation, and full enjoyment of one’s property; can contribute to physiological stress and hearing impairment; can adversely affect the value of real property.

Section 130.37.020 - Exemptions.

The following noise sources shall be exempt from the standards of this Chapter:

- A. Activities conducted in public parks, public playgrounds, and public or private school grounds, including but not limited to school athletic and school entertainment events, providing an amplified sound system is not required or used.

Section 17.37.030 Applicability

Subject to the exemptions in Section 17.37.020 above, noise standards established in this Chapter shall apply to all noise generating uses requiring discretionary review or ministerial permits, with the exception of existing and new single-unit residential dwellings on legal lots of record that are not within areas governed by an Airport Comprehensive Land Use Plan. (General Plan Policy 6.5.1.4)

Recommended Action

As the approval status of the Administrative Permit is not expected to be known until after this Board meeting, staff recommends that:

- Pickle ball play continue under its current conditions until the status of the Administrative Permit is known.

- Should the Administrative Permit be approved, direct staff to implement these short-term solutions to allow the continuing play of pickle ball at Cameron Park Lake until an alternate venue for pickle ball can be identified and secured/developed in Cameron Park
- Should the Administrative Permit be denied, consider suspending all pickle ball play at Cameron Park Lake and direct staff to take the appropriate measures to decommission the existing pickle ball courts.

Should the Administrative Permit be approved, staff does not recommend the suspension of pickle ball play at Cameron Park Lake. To do so would negatively impact on the playing community which greatly benefits from the physical activity and positive social interaction the participants enjoy.



Agenda Transmittal

DATE: April 19, 2022

FROM: André Pichly, General Manager
Mike Grassle, Parks & Facilities Superintendent

AGENDA ITEM 17: CANCELLATION OF SPLASH PAD PROJECT

RECOMMENDED ACTION: APPROVE RESOLUTION 2023 -13 to rescind Resolution 2020-26 to fund improvements at Cameron Park Lake, including up to 75% of the cost of a new splash and spray playground at Cameron Park Lake and cancel the splash pad construction project OR Direct the General Manager to issue a Request for Bids for construction services for the Cameron Park Lake Splash Pad

Introduction and Background

In November of 2020, the Board of Directors approved Resolution 2020-26, by a vote of 4-1, to request park development impact fees to fund improvements at Cameron Park Lake, including up to 75% of the cost of a new splash and spray playground at Cameron Park Lake and expand park services to residents. In December of 2020, the Board of Directors approved an agreement between the District and Callander Associates for landscape architecture services to further implement elements of the District's Park Improvement Plan, especially the Cameron Park Lake Splash Pad.

In October of 2022, staff provided a report reviewing the history of the project and making a recommendation for moving the project forward. At the time of the report the District was still awaiting final approval from El Dorado County, which was received in December 2022. Front End Specifications were provided by Callander Associates and reviewed by staff and Counsel.

At the February 15, 2023, Board meeting staff requested that the Board of Directors consider directing staff to issue a Request for Bids package and bring back to a future Board meeting a bid proposal for approval so as to proceed with construction. The Board declined and asked the General Manager to bring the topic of the splash pad back to the Board for an in depth discussion and hear comments from residents during public.

While the project received permit approval in December 2022, the permit itself has not been issued – something the project Contractor would obtain. The plan check for this project will expire on May 3, 2023, so the District will want to ensure that the permit is issued before this date. Given that the District will not have a Contractor on board before May 3rd, the District will need to make an upfront payment of \$12,898.50 (already a budgeted expense) soon after the April 19th Board meeting should the Board decide to proceed with the project. Once a permit is issued, the 2-year timeline begins, the project must be bid out, awarded, and the splash pad constructed – all before the permit expires. The El Dorado County Planning and Building Department has notified the District that our plan check application will soon expire. Once the plan check has expired (May 3, 2023) the plan check process would begin again, and all processing fees would again be required.

At the March 28, 2023, Board of Directors directed the General Manager to schedule a vote to cancel the splash pad project. This will require the passage of a resolution to rescind Resolution 2020-26 that requested the use of park development impact fees to fund improvements at Cameron Park Lake, including up to 75% of the cost of a new splash and spray playground at Cameron Park Lake, and to cancel the splash pad project altogether.

Should the vote to cancel the splash pad project fail, staff requests that the Board direct the General Manager to issue a Request for Bids for construction services for the splash pad project and make a payment to the County so the plan check application can be approved.

Fiscal Impact

If the project is cancelled:

- \$117,000 spent on landscape architect services and fees spent to date would not be reimbursable. Design work, specific to the construction of the splash pad, could not be used for an alternate project at the lagoon site.
- Prop 68 funds in the amount of \$128,182 that could have been used to offset project costs would no longer be available, but the District could apply for an alternate project in an attempt to qualify for those funds.
- The District would have a Park Impact Fees balance of \$1,581,200.91 (as of February 2023) for other park projects.

If the project is not cancelled and the GM is directed to issue an RFB package:

- \$12,898.50 payable to the County of El Dorado so that the approved permit can be issued before May 3, 2023, and an estimated total cost of \$1,600,000.00 to

complete the project. Prop 68 funds (\$128,182) would be used to offset some construction costs.

Recommendation

Staff recommends that the Board of Directors vote to approve Resolution 2023-13 that would cancel the splash pad project and rescind Resolution No. 2020-26 that was approved to “use park development impact fees to fund improvements at Cameron Park Lake, including up to 75% of the cost of a new splash and spray playground”, thereby reversing the decision to allocate funds for the splash pad project.

ATTACHMENTS

17a – Resolution No. 2020-26

17b – Resolution No. 2023-13

RESOLUTION No. 2020-26
of the Board of Directors
of the Cameron Park Community Services District
November 18, 2020

RESOLUTION TO REQUEST PARK DEVELOPMENT IMPACT FEES TO FUND
IMPROVEMENTS AT CAMERON PARK LAKE

WHEREAS, Cameron Park Community Services District (District) Board of Directors approved the Park Improvement Plan (Plan) which expands park services District-wide; and

WHEREAS, this Plan proposes the construction of a Splash & Spray Playground at the old Swimming Lagoon at Cameron Park Lake; and

WHEREAS, this project meets the purpose of Park Development Impact Fees by expanding park services because the Splash and Spray Playground: 1) is accessible for children and adults of all abilities, which meets and exceeds Americans with Disabilities Act requirements; 2) operates for more months of the year and more hours during the day.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Cameron Park Community Services District request use of the Park Development Impact Fees to fund up to 75% of the cost for a new Splash and Spray Playground at Cameron Park Lake to expand park services to residents of Cameron Park.

PASSED AND ADOPTED by the Board of Directors of the Cameron Park Community Services District, at a regularly scheduled meeting, held on the 18th day of November 2020, by the following vote of said Board:

AYES: MS, EA, FC, EW

NOES: HM

ABSENT: None

ABSTAIN: None

ATTEST:



Director Monique Scobey, President
Board of Directors



Jill Ritzman, General Manager
Secretary to the Board

**RESOLUTION No. 2023-13
of the Board of Directors
of the Cameron Park Community Services District
April 19, 2023**

**RESOLUTION TO CANCEL THE SPLASH PAD PROJECT AND RESCIND
RESOLUTION NO. 2020-26 REQUESTING THE USE OF PARK DEVELOPMENT
IMPACT FEES TO FUND IMPROVEMENTS AT CAMERON PARK LAKE**

WHEREAS, the Cameron Park Community Services District (District) Board of Directors approved the Park Improvement Plan (Plan) to expand park services District-wide including the construction of a Splash & Spray Playground at the old Swimming Lagoon at Cameron Park Lake; and

WHEREAS, the Board of Directors of the Cameron Park Community Services District approved Resolution 2020-26 on or about November 18, 2022 to request use of the Park Development Impact Fees to fund up to 75% of the cost for a new Splash & Spray Playground at Cameron Park Lake to expand park services to residents of Cameron Park; and

WHEREAS, the Board of Directors of the Cameron Park Community Services District has heard public input and had lengthy debate about said Splash & Spray Playground project and its merits; and

WHEREAS, the Board of Directors of the Cameron Park Community Services District has determined that the Splash & Spray Playground project no longer has support from the community and has determined that the Splash & Spray Playground project is no longer the best use of said public funds.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Cameron Park Community Services District hereby cancels the Cameron Park Lake Splash & Spray Playground project and rescinds Resolution No. 2020-26 thereby reversing its request to use the Park Development Impact Fees to fund up to 75% of the cost for a said Splash & Spray Playground project at Cameron Park Lake to expand park services to residents of Cameron Park.

PASSED AND ADOPTED by the Board of Directors of the Cameron Park Community Services District, at a regularly scheduled meeting, held on the 19th day of

April 2023, by the following vote of said Board:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Director Sidney Bazett, President
Board of Directors

André Pichly, General Manager
Secretary to the Board



Agenda Transmittal

DATE: April 19, 2023

FROM: André Pichly, General Manager
Mike Grassle, Parks Superintendent

AGENDA ITEM #18: **PARK IMPROVEMENT PLAN AND PRIORITY PROJECTS**

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

Background

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 Park and Recreation Committee's work in 2019.

Parks and Recreation Committee

The Parks and Recreation Committee worked thoughtfully and diligently to provide a Park Improvement Plan for consideration by the Board of Directors, and urged 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 Park Improvement Plan (Attachment 18a) includes recommendations for improvements at seven park sites: Cameron Park Lake, Rasmussen, Gateway, Dunbar, David West, Christa McAuliffe, and Royal Oaks. No improvements were proposed for Paul J. Ryan Park (then known as 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 was intended to be a timeless document to guide future park development projects and pursuit of grants.

Big Picture Strategies

In 2020, Staff recommended the following strategies to implement the Park Improvement Plan:

- Use Park Development Impact Fees & Proposition 68 Per Capita Grant 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

In 2020, Staff recommended 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

Although 2020 was just 3-years ago, a lot has changed in Cameron Park in regards to parks and recreation. With the future of the splash pad project in question, the popularity of activities like pickle ball on the rise, the threat of ongoing drought in California, the limited funds available for park development and improvement, and the ongoing challenges of park maintenance, the need to take a fresh look at District parks and facilities could help adjust the course and realign District priorities for parks with community wants and needs.

Recommendation

Staff recommends that the Board of Directors review and discuss the Park Improvement Plan to determine if the Plan needs to be updated and/or revised to reflect the parks and facilities needs of the community in 2023 and beyond. Should the Board see a benefit to updating and/or revising the Park Improvement Plan, they should direct staff to develop a strategy with the Parks and Recreation Commission on how best to proceed to ensure public input, the analysis of priorities, funding for the cost of a plan improvement, as well as estimated costs for identified park improvement projects.

Attachments (via hyperlinks):

18a – [Park Improvement Plan](#)

18b – [Park Improvement Process](#)

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



SPECIAL MEETING

Budget and Administration Committee
Tuesday, April 11, 2023
6:45 p.m.

Cameron Park Community Center – Social Room
2502 Country Club Drive
Cameron Park, CA 95682

Microsoft Teams Virtual Meeting Link

https://teams.microsoft.com/l/meetup-join/19%3ameeting_YmQ4NDRIN2MtNzc3Ni00ZmU1LTlkNzktMDg1Yjg1ODJlMTA0%40thread.v2/0?context=%7b%22Tid%22%3a%227546519e-2cd5-4e2c-bed5-ac3d46eec8ff%22%2c%22Oid%22%3a%22b510e640-8ba3-421f-a075-694cad7ace01%22%7d

Agenda

Members: Chair, Sidney Bazett (SB), Vice-Chair, Director Monique Scobey (MS)
Alternate Director Tim Israel (TI)
Staff: André Pichly, General Manager; Christina Greek, Finance 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. All demonstrations, including cheering, yelling, whistling, handclapping, and foot stomping which disrupts, disturbs or otherwise impedes the orderly conduct of the Committee meeting are prohibited.

ADOPTION OF AGENDA

OPEN FORUM

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

APPROVAL OF CONSENT AGENDA

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

- 1. Receive and Approve** - Conformed Agenda – Budget & Administration Committee Meeting – none.
- 2. Receive and File** – Approved 2023 Budget & Administration Committee Work Plan Final (A. Pichly)
- 3. Receive and File** - Check Register Review – March 2023 (C. Greek)
- 4. Receive and File** - Finance & Administration Staff Report (C. Greek)

DEPARTMENT MATTERS

- 5. FY 2023-2024 1st Draft Budget**
- 6. Request from El Dorado Water Agency for the CSD to participate financially in a Cameron park Drainage Improvement Study** (A. Pichly) Receive, Discuss and Forward to the Board of Directors
- 7. Surplus Ford Bronco** (M. Grassle) Receive, Endorse and Forward to the Board of Directors

ITEMS FOR FUTURE COMMITTEE MEETINGS

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
Meeting
Monday, April 3, 2023
5:30 p.m.**

Cameron Park Community Center – Social Room

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

HYBRID TELECONFERENCE TEAMS MEETING LINK

https://teams.microsoft.com/l/meetup-join/19%3ameeting_ODA5YzQxMWItNDk5YS00YjQwLTg0NTUtNjZmMjMwOGFjMjEw%40thread.v2/0?context=%7b%22Tid%22%3a%227546519e-2cd5-4e2c-bed5-ac3d46eec8ff%22%2c%22Oid%22%3a%224f4c82c7-da83-408c-81ac-1e0e85add9b4%22%7d

Agenda

Members: Chair, Eric Aiston (EA) V. Chair, Bob Dutta (BD), Bob Dutta (BD)
Director Dawn Wolfson (DW), Kristen Wiederhold (KW)
Alternate: Tim Israel (TI)

Staff: CC&R Compliance Officer Jim Mog, CC&R Compliance Officer, General Manager André Pichly

CALL TO ORDER

ROLL CALL

Public testimony will be received on each agenda item as it is called. The 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. All demonstrations, including cheering, yelling, whistling, handclapping, and foot stomping which disrupts, disturbs or otherwise impedes the orderly conduct of the Committee meeting are prohibited.

APPROVAL OF AGENDA

1. APPROVAL OF CONFORMED AGENDA

a. Conformed Agenda – CC&R Meeting – March 6, 2023

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

2. Monthly Staff Report

- a. Open Violations, CC&R Violation Manager Case Detail Report (written report)
 - o Total Cases Open = 38
 - Initial Notices – 7
 - Referred to Legal – 4
 - Pre-Legal Notices – 3
 - Final Notices – 6
 - Referred to Outside Agency – 1
 - Courtesy Notices – 5
 - o Prior Month's Cleared Cases – 23
 - o Prior Month's New Cases – 6

- b. Architectural Review Projects – Period – March 7th-21st, 2023
 - o Projects Reviewed – 26
 - o Projects Approved – 25
 - o Monthly Total Jobs - 47

Summary of ARC Projects:

- o Roofs – 13
- o Solar – 5
- o Tree Removals – 2
- o Fences – 1
- o New Home Const. – 1
- o ADU/JADU – 1
- o Swimming Pool – 0
- o Exterior House Paint – 0
- o Carport – 1
- o Deck – 1
- o Exterior Renovation – 0
- o Siding Replacement – 0
- o Detached Garage – 0
- o Gazebo/Pergola/Patio Cover – 0

3. Review and Discuss

- a) Airpark Estates CC&R. (Attachment 3a.)
- b) C&R Department field Priorities – Revisit for new CC&R committee members (Attachment 3b.)

4. Staff Updates

- a) CCR22-1023 – 4049 Lochaber Dr. – Cameron Valley Estates - Article II: Use Restrictions. Unpermitted structure on property. Owner has postponed abatement and notified both CC&R and County that the structure would be removed at the first of the year. Approved pre-legal was sent certified mail and not accepted by owner. Additional pre-legal sent regular mail. Case has been moved to Legal notice from council. Abatement still not achieved.
- b) CCR22 – 1042 – 3380 El Dorado Royal. – Cameron Park N. 1 – Clause 4(f): Vehicle Storage Requirement. Previous big rig trailer was removed from side frontage of property and Cameron Park Dr. Later, Owner brought in a cargo trailer and is storing it in front of residence. This is the same violation as the previous big rig trailer and notice does not reset for violations of the same nature. Additional pre-legal notice was sent when the cargo trailer was stored in frontage. Case was forwarded to Legal notice from council for improperly stored trailer item. The owner is refusing to comply and has not been to the CC&R meetings to discuss.
- c)
CCR21-1041 – 2133 Carrillo Ct. – Bar J Ranch #2. – Clause 17: Vehicles. Legal notice was sent to the owner on October 11, 2022. No applications for improvements on storage have been received. Abatement completed as of last inspection.
- d) CCR22-1040 2824 Hillcrest Dr. – Deer Creek Estates Unit B. – Special Provisions 13: Trailered items. The owner has been sent a legal notice. Abatement complete.

5. Items for Future CC&R Committee Agendas

6. Items to take to the Board of Directors

MATTERS TO AND FROM COMMITTEE MEMBERS & STAFF – Tim Reimer and Andre Pichly will be conducting the May meeting.

ADJOURNMENT

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



Special Meeting

Fire and Emergency Services Committee

Tuesday, April 11, 2023

5:30 p.m.

Cameron Park Community Center – Social Room

2502 Country Club Drive

Cameron Park, CA 95682

HYBRID TELECONFERENCE TEAMS MEETING LINK

[https://teams.microsoft.com/l/meetup-](https://teams.microsoft.com/l/meetup-join/19%3ameeting_NjAwNTFIZTEtM2MxNC00N2Y5LWI0ZWYtMGU1ZDc1NjM5ZmMx%40thread.v2/0?context=%7b%22Tid%22%3a%227546519e-2cd5-4e2c-bed5-ac3d46eec8ff%22%2c%22Oid%22%3a%22b510e640-8ba3-421f-a075-694cad7ace01%22%7d)

[join/19%3ameeting_NjAwNTFIZTEtM2MxNC00N2Y5LWI0ZWYtMGU1ZDc1NjM5ZmMx%40thread.v2/0?context=%7b%22Tid%22%3a%227546519e-2cd5-4e2c-bed5-ac3d46eec8ff%22%2c%22Oid%22%3a%22b510e640-8ba3-421f-a075-694cad7ace01%22%7d](https://teams.microsoft.com/l/meetup-join/19%3ameeting_NjAwNTFIZTEtM2MxNC00N2Y5LWI0ZWYtMGU1ZDc1NjM5ZmMx%40thread.v2/0?context=%7b%22Tid%22%3a%227546519e-2cd5-4e2c-bed5-ac3d46eec8ff%22%2c%22Oid%22%3a%22b510e640-8ba3-421f-a075-694cad7ace01%22%7d)

Agenda

Members: Director Eric Aiston (EA) & Director Dawn Wolfson (DW)
Alternate, Director Tim Israel (TI)

Staff: General Manager André Pichly, Chief Dusty Martin

CALL TO ORDER

ROLL CALL

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- 1. Receive and Approve** - Conformed Agenda – Fire & Emergency Services Committee Meeting – March 7, 2023
- 2. Receive and Approve** - Fire Department Report for April 2023 (C. Siebert)
- 3. Receive and Approve** - Fire Prevention update (K. Richards)
- 4. Receive and File** – Approved 2023 Fire & Emergency Services Committee Work Plan Final (A. Pichly)

DEPARTMENT MATTERS: GENERAL BUSINESS

- 5. Update on Fire Master Plan RFP** (D. Martin, A. Pichly) – no staff report / not action item
- 6. 5-Year Totals for Locations with Highest Call Volume** - (D. Martin, C. Siebert) – not action item

ITEMS FOR FUTURE COMMITTEE AGENDAS

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



Parks & Recreation Committee – Special Meeting
Monday, April 10, 2023
6:30 p.m.

Cameron Park Community Center – Social Room

2502 Country Club Drive
Cameron Park, CA 95682

HYBRID TELECONFERENCE TEAMS MEETING LINK

https://teams.microsoft.com/l/meetup-join/19%3ameeting_YTdIMTdkNWEtOGM3Yy00ZDIzLThhOTktNDMyZTg2NzY1ZDVi%40thread.v2/0?context=%7b%22id%22%3a%227546519e-2cd5-4e2c-bed5-ac3d46eec8ff%22%2c%22oid%22%3a%22cd95757a-7d61-4242-8a02-987ab1636810%22%7d

Agenda

Members: Director Monique Scobey (MS), Director Tim Israel (TI), Alt. Director Sid Bazett

Staff: General Manager André Pichly, Parks & Facilities Superintendent Mike Grassle,
Recreation Supervisor Kimberly Vickers

CALL TO ORDER

ROLL CALL

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APPROVAL OF AGENDA

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APPROVAL OF CONSENT AGENDA

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

1. **Receive and Approve** - Conformed Agenda – Parks & Recreation Committee Meeting – March 6, 2023
2. **Receive and File** - Recreation Report (K. Vickers)
3. **Receive and File** - Parks & Facilities Report (M. Grassle)
4. **Receive and File** – Approved 2023 Parks and Recreation Committee Work Plan Final (A. Pichly)

DEPARTMENT MATTERS

5. **Pickleball at Cameron Park Lake** (A. Pichly) Receive, Discuss and move forward
6. **Proposed Amendment to Section 5 of Ordinance No. 2011-01 regarding Conduct in the Parks** (A. Pichly) Review, Discuss and move forward

Items for May & Future Committee Agendas

- a. Parks Gift Donation Program (May or June)
- b. Registration/Communication software Report – (May or June)

Items to take to the Board of Directors

- c. Conduct in the Parks Ordinance
- d. Pickleball at Cameron Park Lake – recommendations for Board consideration

MATTERS TO AND FROM COMMITTEE MEMBERS

ADJOURNMENT