



# AGENDA

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

## SPECIAL BOARD MEETING

Wednesday, May 17, 2023

6:00 p.m.

**Cameron Park Community Center – Social Room**

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_Y2I4MmQyMzktMzZkNC00NTYyLTk5ZTUtMjMyMjk1OTIIZjhi%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\\_Y2I4MmQyMzktMzZkNC00NTYyLTk5ZTUtMjMyMjk1OTIIZjhi%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_Y2I4MmQyMzktMzZkNC00NTYyLTk5ZTUtMjMyMjk1OTIIZjhi%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

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

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### CALL TO ORDER

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

# AGENDA

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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
- 

## **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
  - Anticipated litigation
- 

## **ADJOURNMENT**

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

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# AGENDA

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

## REGULAR BOARD MEETING

Wednesday, May 17, 2023

6:30 pm

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\\_NjA1NjlwYmMtZTM3ZC00OWFmLTg1YTYtYTdhMTFINTZmZmU3%40thread.v2/0?context=%7b%22id%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_NjA1NjlwYmMtZTM3ZC00OWFmLTg1YTYtYTdhMTFINTZmZmU3%40thread.v2/0?context=%7b%22id%22%3a%227546519e-2cd5-4e2c-bed5-ac3d46eec8ff%22%2c%22oid%22%3a%22b510e640-8ba3-421f-a075-694cad7ace01%22%7d)

## Board Members

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

# AGENDA

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## CALL TO ORDER

- A. Roll Call
- B. Pledge of Allegiance

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*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.*

*All demonstrations, including cheering, yelling, whistling, handclapping, and foot stomping which disrupts, disturbs or otherwise impedes the orderly conduct of the Board meeting are prohibited.*

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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

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## 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.**

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## OPEN FORUM FOR NON-AGENDA ITEMS

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

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## 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 #6 to be discussed and acted upon individually.*

2. **APPROVE** Conformed Agenda – Board of Directors Regular Meeting April 19, 2023
3. **APPROVE** Conformed Agenda – Board of Directors Special Meeting May 4, 2023
4. **APPROVE RESOLUTION 2023-20** - Advanced Life Support Ambulance Agreement between El Dorado County ESA and Cameron Park Community Services District – (D. Martin)
5. **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.*

6. Items removed from the Consent Agenda for discussion.
7. **PUBLIC HEARING - APPROVE Resolution 2023-15** - El Dorado Disposal/Waste Connections Annual Fee Adjustment (A. Pichly, est. 15-20 minutes)
8. **APPROVE RESOLUTION 2023-16** - Extension of Cooperative Fire Programs Fire Protection Reimbursement Agreement between Cameron Park Community Services District and CAL FIRE (A. Pichly, M. Blankenheim, D. Martin, est. 20-30 minutes)
9. **PUBLIC HEARING** – First Reading of Amendment to Ordinance 2001-01, Section 5 - Conduct in the Park (A. Pichly, est. 10-15 minutes)
10. **APPROVE RESOLUTION 2023-18** - Culvert/Roadway repair (A. Pichly, M. Grassle, est. 5-10 minutes)
11. **APPROVE RESOLUTION 2023-19** – Employment Agreement for Interim General Manager (A. Pichly, est. 5-10 minutes)

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## BOARD INFORMATION ITEMS

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

12. Committee Chair Report-Outs (est. 5-10 minutes)
  - a. Budget & Administration
  - b. Covenants, Conditions & Restrictions (CC&R)
  - c. Fire & Emergency Services
  - d. Parks & Recreation

# AGENDA

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13. General Matters to/from Board Members and Staff (est. 5 minutes)
- 

## ADJOURNMENT

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# 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

# AGENDA

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## **CALL TO ORDER 6:40 pm**

- 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

*GM remove item #19, as the Fire AD HOC Committee has finished its work.*

*EA made a motion to adopt the agenda with the changes made.*

*Motion – MS/ 2<sup>nd</sup> – TI*

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

*Noes – None*

*Absent- None*

*Abstain - None*

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## **RECOGNITIONS, APPOINTMENTS, AND PRESENTATIONS**

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**NONE**

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

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

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## 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.

- TI requested to pull item #7 from the Consent Agenda.
- Gm requested to pull items #4, #5, and #6 from Consent Agenda to make corrections.
- Board pulled items #8 and #9 from Consent Agenda for poll vote.

TI made a motion to approve the Consent Agenda with the modifications.

Motion – TI/ 2<sup>nd</sup> – DW

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

Noes – None

Absent- None

Abstain - None

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)
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.

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12. Items removed from the Consent Agenda for discussion.

# AGENDA

## Item #4: APPROVE Conformed Agenda – Board of Directors Regular Meeting March 15, 2023

- GM stated that item #16 does not need to come back to April Board of Directors meeting (15:18 – 15:40)
- GM on item #16 requested to change the date on the second bullet point from April 2<sup>nd</sup> to say March 29<sup>th</sup>.

EA moved to approve the Conformed Agenda for the Board of Directors regular meeting March 15<sup>th</sup>, 2023, with the stated changes to the agenda.

Motion – EA/ 2<sup>nd</sup> – DW

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

Noes – None

Absent- None

Abstain – None

## Item #5: APPROVE Conformed Agenda – Board of Directors Special Meeting March 28<sup>th</sup>, 2023

- GM requested to change the date on item #3 from May to April

EA move to approve the Conformed Agenda for the Board of Directors special meeting March 28<sup>th</sup>, 2023, with the stated changes to the agenda.

Motion – EA/ 2<sup>nd</sup> – TI

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

Noes – None

Absent- None

Abstain – None

## Item #6: APPROVE Conformed Agenda – Board of Directors Special Meeting March 29<sup>th</sup>, 2023

- GM requested to change the language written for the closed session to read, "The Board moved in to closed session at 9:10 pm. The Board was in closed session for approximately 20 minutes. The Board adjourned from closed session at 9:30 pm and took no reportable action.

DW moved to amend the language in the report after closed session for the Conformed Agenda of the Board of Directors special meeting March 29<sup>th</sup>, 2023 as stated by Counsel.

Motion – DW/ 2<sup>nd</sup> – TI

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

Noes – None

Absent- None

Abstain - None

## Item #7: APPROVE 2023 Managed Services Agreement with Executech

- GM stated item is table and will not come back.

Item #8: APPROVE RESOLUTION 2023-11 Authorizing the Auditor of El Dorado County to Levy and Collect Assessments for the Fiscal year 2023-24

- Item was pulled for a poll vote

Approval for Resolution 2023-11 for use of the auditor of El Dorado County. (Motion was not made)

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

Noes – None

Absent- None

Abstain – None

Item #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

EA moved to approve Resolution 2023-12 with Board poll vote

Motion – EA/ 2<sup>nd</sup> – DW

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

Noes – None

Absent- None

Abstain - None

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)

- Board requests Counsel and staff between now and the next meeting provide clarification regarding responsibility of entering into a memorandum of understanding with EDWA

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)

- GM noted a few corrections on this item
  - Top of report reads, “Approve Resolution 2023-14 and authorize the General Manager to enter into”, it should read “Approve Resolution 2023-14 and authorize the General Manager to enter into”
  - In PSA section 4A the amount is to be \$40,810 not \$70,000

# AGENDA

- In Resolution, Whereas 3 should read 2020 not 2015 for the previous Master Plan
- In Resolution, Whereas 4 should read “the Board of Directors directed” not Fire and Emergency Services Committee endorsed

EA made motion to approve Resolution 2023-14 to create a professional services agreement between Cameron Park CSD and AP Triton to develop a conference of 10 – 15 year Fire Master Plan with the language adjustments as previously given for the Whereas number 3 and the Whereas number 4 and add to the bottom language the Board of Directors resolves to authorize this professional services agreement and add language to include \$15,000 to the GM discretion at the direction of the Board for any additional services needed.

Motion – EA/ 2<sup>nd</sup> – MS

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

Noes – None

Absent- None

Abstain – None

Board took a 7-minute recess at 8:21 pm and reconvened at 8:29 pm.

15. **RECEIVE, DISCUSS AND DIRECT** contract extension with CALFIRE for an additional 5-years (A. Pichly, est. 10-15 minutes)
  - Board directs GM to prepare a resolution to extend the current agreement to identify the terms of July 1<sup>st</sup>, 2023 to June 30<sup>th</sup>, 2028 and the resolution extension be brought back for approval at the May 17<sup>th</sup> Board of Directors regular meeting. Terms to include a 9-person staffing model, browning out of Station 88, and keeping ambulance service within the District.
16. **RECEIVE AND DIRECT** - Pickle Ball at Cameron Park Lake (A. Pichly, M. Grassle, A. Domingo, est. 15-20 minutes)
  - SB, EA, DW request pickle ball at the lake temporarily paused until status of the permit from El Dorado County is known. If the permit is approved, then will implement the short-term measures until an alternate venue can be found or developed.
  - SB, and TI are in support of staff recommendation.
  - Pickle ball at the lake is temporarily paused until permit is received by El Dorado County.
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)

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Board took an 11 minute recess at 10:28 pm and reconvened at 10:39 pm.

MS made motion to approve Resolution 2023-13 to rescind Resolution 2020-26.

Motion – MS/ 2<sup>nd</sup> – SB

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

Noes – None

Absent- None

Abstain - None

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

- Board directed staff to bring back to Parks and Recreation Committee and find cost analyst for park improvement plan and identify 7 or so projects.

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## 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.

- Board made decision to skip Board Information Items

EA made motion to move to closed session.

Motion – EA/ 2<sup>nd</sup> – TI

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

Noes – None

Absent- None

Abstain – None

19. Committee Chair Report-Outs (est. 5-10 minutes)

- Budget & Administration
- Covenants, Conditions & Restrictions (CC&R)
- Fire & Emergency Services
- Fire Contract Negotiation Ad Hoc Committee
- Parks & Recreation

20. General Matters to/from Board Members and Staff (est. 5 minutes)

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## PUBLIC COMMENT

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## **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
  
  - *The Board discussed in closed session the item agendaed for closed session discussion and direction was given to staff. The Board took no other reportable action. The Board adjourned from closed session at 11:42 PM.*
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## **ADJOURNMENT 10:59 pm**

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# CONFORMED AGENDA

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

## SPECIAL BOARD MEETING

Wednesday, May 4, 2023

4:00 p.m.

Cameron Park Community Center – Social Room

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_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)

[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/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)

### Board Members

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

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#### CALL TO ORDER - 4:03 pm

- A. Roll Call – SB, MS, EA, TI, DW – all present.
  - B. Pledge of Allegiance
-

# AGENDA

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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 – Motion to approve the agenda by EA, 2<sup>nd</sup> by MS. Agenda approved.
- 

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

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

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## **PUBLIC COMMENT**

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## **CONVENE TO CLOSED SESSION – the board moved into closed session at 4:05 pm.**

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

- Public Employment pursuant to Government Code Section 54957.  
Title: General Manager
  - The board discussed in closed session that item agendaed for closed session discussion, which was specifically was Public Employment pursuant to Government Code Section 54957, position General Manager. The board took no reportable action other than will give direction to staff. The Board recessed from closed session at 5:16 pm.
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**ADJOURNMENT – IT made a motion to adjourn the meeting, 2<sup>nd</sup> by DW. Meeting adjourned at 5:19 pm. EA was not present during adjournment.**





## Agenda Transmittal

**DATE:** May 17, 2022

**FROM:** Dusty Martin, Fire Chief

**AGENDA ITEM #4:** **ADVANCED LIFE SUPPORT AMBULANCE AGREEMENT BETWEEN EL DORADO COUNTY EMERGENCY SERVICES AUTHORITY AND CAL FIRE/CAMERON PARK FIRE DEPARTMENT**

**RECOMMENDED ACTION:** **Approve Resolution No. 2023-20**

### **Discussion**

This is an agreement between the El Dorado County JPA and Cameron Park Fire Department to provide medic unit staffing. This is a reoccurring agreement.

The maximum allowance will be \$1,328,200.00 for the medic unit. This is an increase of \$128,200.00 over last year's maximum allowance of \$1,200,000.00

### **Recommendation**

Staff asks that the Board of Directors approve Resolution No. 2023-20.

### **Attachment:**

4a – Advanced Life Support Ambulance Agreement

4b – Resolution No. 2023-20



## El Dorado County Emergency Services Authority

### ADVANCED LIFE SUPPORT AMBULANCE AGREEMENT BETWEEN EL DORADO COUNTY EMERGENCY SERVICES AUTHORITY AND CAL FIRE/CAMERON PARK FIRE DEPARTMENT

This Agreement made and entered into by and between the El Dorado County Emergency Services Authority (hereinafter referred to as "**JPA**"); and the Cal Fire/Cameron Park Fire Department (hereinafter referred to as "**Contractor**"), whose principal place of business is 3200 Country Club Drive, Cameron Park, CA 95682.

#### RECITALS

**WHEREAS**, the **JPA** is responsible for providing Advanced Life Support ("ALS") pre-hospital medical care within its jurisdiction, in compliance with Contract #2298 for Pre-hospital Advanced Life Support, Ambulance and Dispatch Services with the County of El Dorado ("Master Contract"); and

**WHEREAS**, **Contractor** desires to provide ALS ambulance service in El Dorado County, for emergency and non-emergency prehospital calls for service, and routine medical transportation; and

**WHEREAS**, the **Contractor**, from time to time is requested to provide Standby Services for Special Events, such as for an event where spectators and/or participants in the event have a potential for illness or injury, or for any situation where an event results in a gathering of persons in one general locale, sufficient in numbers, or engaged in an activity, that creates a need to have one or more EMS resources at the site as defined by EMS Agency Policy issued by the EMS Agency Medical Director; and

**WHEREAS**, the **JPA** and the **Contractor** agree that it is necessary to clearly define all expectations and regulations regarding the provision of ALS ambulance service for emergency and non-emergency prehospital calls, Standby and Special Event Services and routine medical transportation services in the current **Contractor** Agreement; and

**WHEREAS**, this Agreement is developed in compliance with the Master Contract with the County of El Dorado; and

**WHEREAS**, **Contractor** agrees to comply with the requirements of the California Health and Safety Code, Division 2.5, Section 1797 et seq.; California Code of Regulations, Title 22, Division 9, Chapter 4, Article 7, Section 100167; the County Emergency Medical Service and Medical Transportation Ordinance; Contract #2298 for Pre-hospital Advanced Life Support, Ambulance and Dispatch Services with the County of El Dorado; the standards of the El Dorado County EMS Agency, including but not limited

to the County EMS Agency Policy and Procedure Manual, El Dorado County Trauma Plan, and applicable agency, local and state statutes, ordinances or regulations; and

**WHEREAS**, the El Dorado County EMS Agency Medical Director, (“EMSA MD”) through the County EMS Agency, and as defined in the Master Contract, has the authority to develop overall plans, policies, and medical standards to ensure that effective levels of ALS care are maintained within the County; and that the EMSA MD has the authority for establishing the minimum required medical equipment, medication inventories, and medical protocols, with exception to ambulance specifications; and

**WHEREAS**, the **JPA** and the **Contractor** agree that a higher level of medical training may be necessary to provide patient care. The **JPA** may require the **Contractor** to provide a higher standard of medical training than is required by the California Code of Regulations Title 22; and

**WHEREAS**, the EMSA MD shall have retrospective, concurrent, and prospective medical control including access to all medical information pertinent to data collection, evaluation and analysis; and

**WHEREAS**, County is a Covered Entity, as defined in the Privacy Rule of the Health Insurance Portability and Accountability Act, Pub. L. No. 104-161 of 1996 ("HIPAA") and **Contractor** is defined as a Business Associate of the County under this law, which requires protection of any disclosure of Public Health Information (PHI) pursuant to this Agreement; and includes adherence to the Health Information Technology for Economic and Clinical Health Act (the HITECH Act), as incorporated in the American Recovery and Reinvestment Act of 2009, Public Law 111-005; and the Genetic Information Nondiscrimination Act (the GINA).

**NOW, THEREFORE**, the **JPA** and **Contractor** mutually agree as follows:

## **SECTION 1-DEFINITIONS**

Definitions contained in the Master Contract are herein incorporated into this Agreement by reference.

## **SECTION 2-SCOPE OF SERVICES**

2.1 **Contractor** agrees to provide full-service ALS Ambulance Services as described in this Agreement, and the terms and conditions of the El Dorado County Emergency Medical Service and Medical Transportation Ordinance. In the performance of its obligation hereunder, it is agreed that the Contractor is subject to the medical control of the EMSA MD, and to the control or direction of the **JPA**.

2.2 **Contractor** shall provide and operate one (1) pre-hospital ALS ambulance(s) as provided in the California Code of Regulations, Title 22, Division 9, Chapter 4, Article 7, Section 100167.

2.3 **Contractor** shall at all times meet the requirements set forth by the California Highway Patrol; the California Vehicle Code; the State of California Health and Safety

Code; the State of California Emergency Medical Services Authority, the California Code of Regulations, the El Dorado County Emergency Medical Service and Medical Transportation Ordinance, the El Dorado County EMS Agency Policies, Procedures and Field Treatment Protocols, **JPA** Policies and Procedures and any other applicable statute, ordinance, and resolution regulating ALS services provided under this Agreement, including but not by way of limitation, personnel, vehicles, equipment, services, and supplies which are the subject of this Agreement.

In the event of any conflicting statute, ordinance, or regulation, the statute, ordinance, or regulation setting forth the more stringent requirement shall be met.

2.4 This Agreement is for pre-hospital ALS ambulance services provided in the primary response area of El Dorado County known as CSA No. 7, also referred to as the West Slope of El Dorado County. **Contractor** shall be responsible for providing pre-hospital ALS ambulance service for all requests for ALS service received from any person or any agency in the coverage area and dispatched through the designated dispatch center.

2.5 **Contractor** shall ensure that personnel are familiar with local geography throughout the primary response area.

2.6 Performance in this Agreement means appropriately staffed and equipped ambulances at the Advanced Life Support level which respond within defined Response Time standards and performance standards pursuant to the requirements established by the County and articulated in the Master Contract. Clinical performance must be consistent with approved local medical standards and protocols. The conduct of personnel must be professionally and courteous at all times. In the performance of its obligation hereunder, it is agreed that **Contractor** is subject to medical control or direction of the County and the **JPA**.

2.7 **Contractor** shall not advertise itself or the responding ambulance unit as providing ALS services unless routinely providing ALS services on a continuous twenty-four (24) hr-per-day basis, as provided in the California Code of Regulations, Title 22, Division 9, Chapter 4, Article 7, Section 100167.

2.8 The designated Base Hospital for County Service Area No. 7 is Marshall Medical Center.

2.9 The designated Dispatch Center for County Service Area No. 7 is the California Department of Forestry and Fire Protection (CAL Fire) Emergency Command Center in Camino.

### **SECTION 3-SERVICE STANDARDS**

3.1 **Contractor** shall transport each patient in need of or requiring transport to the appropriate hospital as defined in County Protocol.

3.2 **Contractor** shall immediately respond to requests for ambulance service from the designated dispatch center to the address or location given unless diverted by the designated dispatch center pursuant to the **JPA's** System Status Management Plan.

3.3 **Contractor** shall notify the designated dispatch center when en route, upon arrival at scene, upon departure from scene, upon arrival at hospital, and upon departure from hospital. **Contractor** shall notify the designated dispatch center when they are committed to a call, out of service, back in service, back in in county, or when any other status change occurs.

3.4 **Contractor** shall immediately notify the designated dispatch center to be assigned to an incident in any circumstance involving an emergency response at a location not previously dispatched by the designated dispatch center.

3.5 In the event that the **Contractor** is unable to respond to a request for ambulance service, the crew shall immediately notify the designated dispatch center.

3.6 **Contractor** shall notify the hospital and give a report on patient status, treatment given, and estimated time of arrival. **Contractor** shall communicate current and ongoing patient assessments to the Hospital and collaborate with Hospital in the provision of care, and follow physician or MICN direction as instructed.

3.7 If contact with the Hospital is not obtainable, the **Contractor** shall operate under El Dorado County Treatment Protocols.

3.8 **Contractor** shall allow inspections, site visits, or ride-alongs at any time by County EMS Agency staff, and/or **JPA** staff, with reasonable notice, for purposes of Agreement compliance and medical quality assurance.

3.11 The **Contractor** and all personnel who provide service on the ambulance unit shall abide by the policies and operating procedures set forth by the **JPA** to meet the implementation of the System Status Management Plan including system move-up, staffing adjustments, transfers, standbys, and all other activities of the ambulance service.

3.12 The maximum unit hour utilization (UHU) for a 24-hour ambulance transport unit crew shall not exceed 0.40 continuously without **JPA** and County approval. The **JPA** and **Contractor** may review the System Status Management Plan any time the ratio of unit utilization to unit hour production exceeds 0.40 UHU.

### **SECTION 4- STANDBY AND SPECIAL EVENT COVERAGE**

#### **4.1 Non-dedicated Standby Ambulance Service**

Upon request by law enforcement and/or fire departments, and where available units/staffing exist, the **Contractor** may furnish courtesy stand-by ambulance coverage

at emergency incidents involving a potential danger to the personnel of the requesting agency or the general public. Other community service-oriented entities may request non-dedicated standby ambulance coverage for special events from the **Contractor**. The **Contractor** is encouraged to provide such non-dedicated stand-by coverage to events when possible. The **Contractor** will offer such non-dedicated standby ambulance services at no charge.

#### 4.2 Dedicated Standby Ambulance Service

Community service-oriented entities or commercial enterprises may request dedicated stand-by ambulance coverage for special events from the **Contractor**. Each dedicated standby ambulance service event shall have a two-hour minimum. The **Contractor** will offer such dedicated standby ambulance services at the rates established by the El Dorado County Board of Supervisors. The **Contractor** is hereby authorized by **JPA** to execute any necessary contracts for these services with the requester of services. **Contractor** shall secure all billing information required by County so that County can bill the responsible parties for such services and provide to the **JPA** a copy of any such contract and required billing information.

### **SECTION 5-PERSONNEL**

5.1 **Contractor** shall maintain a minimum staffing level of not less than one (1) EMT-Basic and one (1) EMT-Paramedic for each in-service Ambulance.

5.2 **Contractor** shall ensure that all EMT-Paramedic personnel are licensed by the State of California and accredited with the El Dorado County EMS Agency. **Contractor** shall ensure that all EMT-Basic personnel are State of California certified. Personnel whose certification/accreditation has lapsed shall not be allowed to provide pre-hospital care within El Dorado County until they have met all requirements to bring current their certification/accreditation.

5.3 **Contractor** shall ensure compliance with all EMT-Basic and EMT-Paramedic regulations from the State of California Health and Safety Code, Division 2.5, and Title 22, Division 9, and ensure that the County EMS Agency Policies, Procedures and Field Treatment Protocols are followed.

5.4 **Contractor** shall ensure that all personnel are physically and mentally fit to serve in the prehospital care capacity. No personnel shall use intoxicating substances while on duty, nor shall they be used in the eight (8) hours prior to reporting for duty.

5.5 In compliance with federal law, the **JPA** and its **Contractors** shall maintain a drug free workplace, including legalized marijuana.

5.6 In the case of a Critical Care Transport (CCT), each CCT ambulance shall be staffed with a minimum of one EMT-Basic and one (1) qualified medical person(s) to provide critical care during transport, as agreed upon by the sending hospital. Each ambulance shall be equipped with appropriate medical equipment and supplies.

5.7 **Contractor** shall ensure that the medical certification and/or accreditation level of all personnel be available on request. Said identification shall be worn as deemed operationally necessary.

5.8 **Contractor** shall maintain good working relationships with fire agencies; first response agencies; law enforcement; base hospitals; County EMS Agency; and City and County staff. The conduct of personnel must be professional and courteous at all times.

5.9 **Contractor** shall ensure professional and courteous conduct at all times from all personnel assigned to the **JPA** Ambulance Unit.

5.10 **Contractor** shall conduct annual written performance evaluations on each employee assigned to the **JPA** Ambulance Unit with regard to their medical duties and performance.

5.11 **Contractor** shall participate in the Department of Motor Vehicle Pull Notice program for regular updates of employees' driver's license status.

5.12 **Contractor** and **Contractor** employees assigned to the **JPA** Ambulance Unit shall comply with all applicable **JPA** policies, operating procedures, and standards.

5.13 The **Contractor** will negotiate individually with recognized employee organizations for wage and fringe benefits as well as working conditions. **Contractor** shall ensure safe and sanitary living quarters for on-duty personnel.

#### **SECTION 6- EQUAL OPPORTUNITY EMPLOYER**

6.1 **Contractor** shall be an equal opportunity employer and shall be committed to an active Equal Employment Opportunity Program (EEOP). It shall be the stated policy of the **Contractor** that all employees and applicants shall receive equal consideration and treatment in employment without regard to race, color, religion, ancestry, national origin, age (over 40) sex, marital status, medical condition, physical handicap, or other protected status.

All recruitment, hiring, placements, transfers and promotions will be on the basis of individual skills, knowledge and abilities, regardless of the above identified categories. All other personnel actions such as compensation, benefits, layoffs, terminations, training, etc., shall also be administered without discrimination. Equal employment opportunity will be promoted through a continual and progressive EEOP. The objective of an EEOP is to ensure nondiscrimination in employment and, wherever possible, to actively recruit and include for consideration for employment minorities, women and the physically handicapped.

#### **SECTION 7-TRAINING & EDUCATION**

7.1 **Contractor** shall maintain records of all EMS training, continuing education and skills maintenance as required by the El Dorado County EMS Agency. **Contractor** shall provide specific records upon written request to the **JPA**.

7.2 **Contractor** shall participate in EMS system components that include paramedic, nurse and trainee field observations including ride-a-longs, disaster drills, and continuing education programs.

7.3 **Contractor** shall provide qualified EMT-Paramedic personnel to be Field Training Officers (FTO's) to instruct and accredit paramedics who are new to the system or who are in an approved paramedic internship program. FTO's shall provide orientation to El Dorado County EMS Policies, Procedures, Protocols, Trauma Plan, EMS Plan; EMS radio communication and Base Station, receiving hospitals, and the **JPA** Policies & Procedures. FTO's shall provide training in any optional scope of practice procedure currently in effect in El Dorado County.

7.3.1 **Contractor** shall ensure that FTO's shall be allowed to attend meetings and/or training pertinent to the El Dorado County EMS system. The EMSA MD shall approve all El Dorado County FTO's.

7.4 **Contractor** shall participate in providing community education on 9-1-1 system access, CPR and first aid, and may utilize community organizations to support and enhance local community efforts in providing public education.

7.5 **Contractor** agrees that EMT- Paramedics and EMT-Basics shall maintain their accreditation and certification or licensure as required by state and local policy.

7.6 In addition to being either an EMT-Paramedic or EMT-Basic, **Contractor** agrees that employees staffing an ambulance shall at a minimum meet the agency's firefighter requirements. Employees will receive on-going firefighting training and shall participate in exercise drills to maintain an acceptable level of skill, knowledge and experience. Employees will be suitably outfitted with the necessary protective equipment and gear to perform the duties of a Firefighter.

## **SECTION 8- QUALITY ASSURANCE**

8.1 **Contractor** shall at a minimum follow the requirements of the **JPA** CQI Plan.

8.2 **Contractor** shall participate in assigned **JPA** quality improvement/quality assurance activities and shall appoint appropriate personnel to serve on pre-hospital and disaster committees, as needed. These committees and/or activities shall include, but are not limited to, Continuous Quality Improvement Committee (CQIC), Medical Advisory Committee (MAC), peer review, post incident critiques, and as mutually agreed upon between the **Contractor** and the **JPA**.

8.3 **Contractor** shall cooperate fully in supplying all requested documentation to the **JPA**, the Base Hospital and the County EMS Agency, and shall participate fully in all quality assurance programs mandated by the County.

8.4 **Contractor** shall allow inspections, site visits or ride-a-longs at any time by **JPA** and County EMS Agency staff, with a minimum of one (1) hour notice to the Fire Chief or designee for purposes of **JPA** contract compliance and medical quality assurance.

8.5 **Contractor** shall comply with California Code of Regulations, Title 22(Social Security), Division 9 (Pre-Hospital Emergency Medical Services), Chapter 12 (EMS System Quality Improvement), Articles 1 thru 4.



## **SECTION 9- MUTUAL AID, MASS CASUALTY & DISASTER**

9.1 Mutual aid response shall be performed in accordance with approved cover and mutual aid agreements. In the course of rendering Mutual Aid, the **Contractor** shall be exempt from the maximum response time standards criteria. **Contractor** shall advise dispatch that they are unable to respond to mutual aid requests if such response is in conflict with a response in the Primary Response Area.

9.2 **Contractor** shall cooperate with **JPA** in establishing disaster and multi-casualty incident plans, policies and procedures; and assist in planning and participate in interagency disaster/multi-casualty incident training exercises annually.

9.3 During declared disasters or large-scale multi-casualty incidents, **Contractor** shall be exempt from all responsibilities for response-time performance. When the **Contractor** is notified that disaster assistance is no longer required, the **Contractor** shall return its resources to the primary area of responsibility and shall resume all operations in a timely manner.

## **SECTION 10- AMBULANCE SUPPLIES & EQUIPMENT**

10.1 The **JPA** will be financially responsible for the ambulance fleet. This financial responsibility includes asset/inventory management such as:

- A. Communications equipment (i.e., radios, tablets, AVL, Cradlepoint)
- B. Vehicle maintenance
- C. Vehicle parts
- D. Vehicle tires
- E. Medical Equipment (i.e. gurneys, powerloads, stair chairs, cardiac monitors, mechanical compression devices)
- F. Medical supplies
- G. Controlled Substances & Controlled Substance Storage
- H. Airgas equipment rental
- I. FasTrak equipment and fines
- J. Fuel
- K. Insurance for medic units

10.2 **Contractor** shall possess and maintain adequate medical supplies in compliance with the El Dorado County EMS Agency, and **JPA** Policies and Procedures Manuals. In addition, **Contractor** agrees to comply with all federal, state, local laws, rules and regulations and **JPA** policies and procedures related to the security and protection of the ambulances, medical supplies, equipment and controlled substances.

10.3 Standards for medical equipment shall be in compliance with the County EMS Agency Policy and Procedure Manual. The County EMS Agency shall maintain the Policy and Procedure Manual and manual updates online at their website. **Contractor** shall be charged with knowledge of the Policies & Procedures. Policies and Procedures shall be updated from time to time as determined necessary by the County EMS Agency.

10.4 Compliance with these medical equipment requirements is mandated for in service reserve ambulances. The ambulance and supplies shall be maintained in a clean, sanitary and safe mechanical condition at all times.

10.5 Upon inspection by the County or the **JPA**, any primary or in service reserve ambulance failing to meet these medical equipment requirements shall be immediately removed from service and remain out of service until any deficiency is corrected. At the time when a reserve ambulance unit is used to provide the services required by this Agreement, the unit shall comply with all equipment requirements as specified in this Agreement.

10.6 **Contractor** shall utilize and maintain two-way communication equipment that is compatible with County approved dispatch, designated Base Station facilities and all EMS users. Communication capabilities and use of frequencies may be monitored by the **JPA** and the County EMS Agency.

10.7 **Contractor** shall recognize the right of the **JPA** to move issued equipment to another **Contractor** as needed to assure system wide services, as long as such movement does not impede **Contractor's** ability to provide the services defined in the Master Contract and this Agreement.

10.8 **Contractor** shall not take ownership of the ambulance or any related equipment.

10.9 The **JPA** shall provide ambulances and all other required equipment needed to function as an Advanced Life Support Unit.

#### **SECTION 11- REPORTS & POLICIES**

11.1 **Contractor** shall submit reports and data to the **JPA** in a form and manner approved by the **JPA**. The articles hereinafter detail reporting requirements and timetables, which are intended to be mandatory and exemplary but not intended to be all-inclusive. **Contractor** shall be responsible to ensure that all information is provided to the **JPA** in a timely manner as indicated throughout this Agreement.

11.2 **Contractor** personnel shall utilize the El Dorado County "Pre-hospital Care Report" (PCR) (in electronic digital form) for all emergency and non-emergency responses including non-transports.

11.2.1 The Pre-hospital Care Report and billing paperwork shall be submitted to the County according to the time frames established in writing by Ambulance Billing as required by El Dorado County EMS Policy.

11.2.2 **Contractor** personnel shall perform due diligence to obtain and transmit all required billing and patient care information. If circumstances arise which limit the availability of patient information, billing information, and associated information, **Contractor** shall remain responsible to obtain the required information and submit it to the County. **Contractor** personnel shall adhere to the requirements of the El Dorado County EMS Policy for proper reporting and documentation.

11.3 Ambulance Billing shall notify the **JPA** of failure to adequately complete and submit a PCR within forty-eight (48) hours of the completion of the call. Repeated failures to adequately complete the PCR shall be reported to the **JPA**, and the **JPA** shall notify **Contractor** to correct the omission/error situation. The **Contractor** shall have five

business days in which to furnish the required information to Ambulance Billing. For every ePCR not delivered within five (5) business days of the required delivery date, the **JPA** may fine the **Contractor** two hundred and fifty (\$250) dollars.

11.4 For every ePCR that is not accurately completed and turned over to the County within thirty (30) days of the completion of each call, the **JPA** may fine **Contractor** an additional one thousand (\$1,000) dollars.

11.5 **Contractor** shall provide its personnel with Incident Report forms and shall ensure that its personnel understand and utilize such forms. **Contractor** shall notify the **JPA** within 24-hours of a sentinel event. Examples: injury to patient, crew or public, or high-profile incident. **Contractor** may also provide notification and Incident Forms to the El Dorado County EMS Agency.

11.6 **Contractor** shall document any and all incidents of unusual activities or occurrences that impacted or had an effect on the normal delivery of services. Events that an attending Paramedic or the **Contractor** feel should be documented but are not appropriate to include on the PCR should be included on the Incident Report. Such activities may include but are not limited to: acts of violence against personnel, combative patients, patient care concerns, inter-agency conflicts, medical equipment failures, obstacles to responses including chronic adverse road conditions, and radio, dispatch, or communication failures. Any other unusual activities that have the potential of affecting patient care shall be documented in established EMSA forms and sent to the **JPA** by the next business day.

11.7 **Contractor** shall document vehicle failure above and beyond usual scheduled maintenance and repairs and ambulance vehicle accidents that could potentially have a detrimental effect on patient care issues. Vehicle failure and ambulance accident reports shall be sent to the **JPA** within 24 hours of the occurrence.

11.8 For each response within the previous calendar month that exceeds the Response Time Standard for the area of dispatch location (Urban, Semi-Rural, Rural, or Wilderness) **Contractor** shall submit a Response Time Exception Report to the **JPA**. The reason for the delayed response time shall be clear, precise, and verifiable in order to determine if the exception is acceptable. These reports shall be submitted to the **JPA** for the previous calendar month of service on a monthly basis by the 1st day of the next month.

11.9 **Contractor** shall be responsible for maintaining complete and legible vehicle inspection logs and have them available for audit by the **JPA** for a period of one year.

11.10 **Contractor** shall be responsible to comply with all operational policies and standards currently articulated in this Agreement; the **JPA's** Policy and Procedure Manual; the Health and Safety Code, Division 2.5; California Code of Regulations, Title 22, Division 9; and policies and procedures promulgated by the California Emergency Medical Services Authority and by the El Dorado County Medical Services Agency.

11.11 The **Contractor** will provide services to **JPA** and in conjunction with the provision of such services, certain Protected Health Information ("PHI") may be made available to

**Contractor** for the purposes of carrying out its obligations. **Contractor** agrees to comply with all the terms and conditions of Appendix A, HIPAA Business Associate Agreement, attached hereto and made by reference a part hereof, regarding the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the regulations promulgated thereunder.

In as much as an exchange of Protected Health Information (PHI) will occur between **JPA** and **Contractor**, **Contractor** agrees to faithfully distribute to patient the El Dorado County Notice of Privacy Practices, to be supplied by **JPA**, before the first delivery of service for all non-emergency transfers and dry runs with patient contact, where services were provided to patient. All Notices of Privacy Practices for emergency transfers will be mailed by El Dorado County Ambulance Billing as soon as practical following the provision of services.

11.12 **Contractor** shall comply with all applicable **JPA** policies, operating procedures, and standards.

11.13 **JPA** shall maintain an equipment inventory list and conduct an annual inventory of all fixed assets of **JPA** and/or CSA-7 in the possession of the **Contractor**. The list shall verified as accurate by the **Contractor**.

## **SECTION 12- COMPETITION**

12.1 **Contractor**, and its principals are prohibited from engaging in any enterprise that effectively results in competition for emergency and non-emergency ambulance services of any kind within the Primary Response Area as described in this Agreement.

## **SECTION 13- BILLING FOR SERVICES**

13.1 Parties receiving non-emergency and/or emergency medical transport services from **Contractor** shall be billed by County Ambulance Billing for said services. Ambulance personnel shall not request nor receive payment for any services provided pursuant to this Agreement, nor shall they quote charges to the patient or any other concerned individuals or extend promises for special treatment regarding billable charges. **JPA** shall provide ambulance billing rate forms to ambulance personnel, and personnel may make these forms available to individuals upon request.

## **SECTION 14- COMPENSATION**

14.1 Compensation shall be the **JPA** Board of Directors approved budget amounts as outlined in Appendix B.

14.2 **Contractor** shall maintain fiscal records necessary and prudent to meet the standards for accounting practices in use by the County, County Service Area 7 and the **JPA**.

14.3 The **JPA** will reimburse other **Contractor's** for any use of their personnel, on a regular basis, in order to provide coverage of back-up units, special details or assignments. Such reimbursement to be at the actual cost of such services to the other members of the **JPA**.

14.4 A **Contractor** shall not assume liability for the payment of salary, wages or other compensation to officers, agents or employees of the other **Contractors** or parties performing service under the Master Contract, or any liability other than that provided in this agreement.

14.5 **Contractor** shall not be responsible for benefits, wages, seniority, or other employee rights granted by any other **Contractor** to its employees if or when such other **Contractor** employees are assigned to the **Contractor** in the performance of services and functions pursuant to this agreement.

14.6 **Contractor** shall not be liable for compensation to or indemnification of other **Contractor** or parties performing service under the Master Contract for injury or sickness arising out of the performance of this agreement.

14.7 The **JPA** shall provide the funding and insurance policy for ambulance collision and comprehensive coverage for equipment of and on the ambulance.

14.8 The **JPA** shall provide dispatch services for ambulances, as defined in the Master Contract.

14.9 The **JPA** shall not be responsible for benefits, wages, seniority, workers' compensation, or other employee rights granted by law or by contract to **Contractor's** employees.

#### **SECTION 15- CHANGES**

15.1 This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and approved by the duly authorized Boards and fully executed by duly authorized officers of the parties hereto.

15.1.1 This Agreement may be terminated by either party, upon receipt of written notice, with at least a 90-calendar day advance notice.

15.1.2 The **JPA** may deny, suspend or revoke this Agreement for failure of the **Contractor** to comply with this Agreement, the El Dorado County Emergency Medical Service and Medical Transportation Ordinance; or applicable policies, procedures and regulations.

#### **SECTION 16- INDEPENDENT CONTRACTOR**

16.1 In performance of the services herein provided for, **Contractor** shall be, and is, an independent contractor, and is not an agent or employee of **JPA**.

16.2 Pursuant to this Agreement, it is acknowledged and agreed that the **JPA** and **Contractor** are both legally separate entities. No other special relationship will arise from this Agreement except as so stated.

16.3 **Contractor** is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by terms of this Agreement. **Contractor** exclusively assumes responsibility for acts of its employees,

associates, and subcontractors, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

16.3.1 **Contractor** shall be responsible for performing the work under this Agreement in a safe, professional, skillful and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. **JPA** shall not be charged with responsibility of preventing risk to the **Contractor** or its employees.

16.3.2 **JPA** engages **Contractor** for **Contractor's** unique qualifications and skills as well as those of **Contractor's** personnel. **Contractor** shall not subcontract, delegate or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of **JPA**.

16.4 **Contractor** is the sole employer of **Contractor's** employees. **JPA** has no right to direct, control, schedule, or supervise **Contractor's** employees, nor does the **JPA** have the right to hire or fire **Contractor's** employees or set their compensation. **JPA** shall not be liable for amounts owed by **Contractor** as a result of its employment relationship with its employees, such as wages, benefits, pension contributions, or workers' compensation.

#### **SECTION 17- NON-DISCRIMINATION, BENEFITS, & FACILITIES**

17.1 **Contractor** certifies under the laws of the State of California that **Contractor** shall not unlawfully discriminate in the provision of services because of race, color, creed, national origin, sex, age, or physical or mental disability as provided by State and federal law and in accordance with Title VI of the Civil Rights Act of 1964 [42 USC 2000(d)]; Age Discrimination Act of 1975 (42 USC 6101); Rehabilitation Act of 1973 (29 USC 794); Education Amendments of 1972 (20 USC 1681); Americans with Disabilities Act of 1990 (42 USC 12132); Title 45, Code of Federal Regulations, Part 84; provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.); and regulations promulgated thereunder (Title 2, CCR, Section 7285.0 et seq.); Title 2, Division 3, Part 1, Chapter 1, Article 9.5 of the California Government Code, commencing with Section 11135; and Title 9, Division 4, Chapter 6 of the California Code of Regulations, commencing with Section 10800.

17.2 For the purpose of this Agreement, discriminations on the basis of race, color, creed, national origin, sex, age, physical or mental disability, or other protected characteristic include, but are not limited to, the following: denying a participant any service or providing a benefit to a participant which is different, or is provided in a different manner or at a different time from that provided to other participants under this Agreement; subjecting a participant to segregation or separate treatment in any matter related to the receipt of any service; restricting a participant in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and/or treating a participant differently from others in determining whether the participant satisfied any admission, enrollment, eligibility, membership or other requirement or condition which individuals must meet in order to be provided any service or benefit.

## **SECTION 18- INDEMNITY**

18.1 To the fullest extent allowed by law, **Contractor** shall defend, indemnify, and hold the **JPA** harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, **JPA** employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the **Contractor's** services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the **JPA**, the **Contractor**, subcontractor(s) and employee(s) of any of these, except for the sole, or active negligence of the **JPA**, its officers and employees, or as expressly provided by statute. This duty of **Contractor** to indemnify and save **JPA** harmless includes the duties to defend set forth in California Civil Code Section 2778.

18.2 To the fullest extent allowed by law, **JPA** shall defend, indemnify, and hold the **Contractor** harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, **Contractor** employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the **JPA's** services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the **JPA**, the **Contractor**, subcontractor(s) and employee(s) of any of these, except for the sole, or active negligence of the **Contractor**, its officers and employees, or as expressly provided by statute. This duty of **JPA** to indemnify and save **Contractor** harmless includes the duties to defend set forth in California Civil Code Section 2778.

## **SECTION 19- INSURANCE**

19.1 The **Contractor** shall provide to the **JPA** proof of a policy of insurance and documentation evidencing that the **Contractor** maintains insurance that meets the following requirements set forth hereinafter.

19.1.1 Full Worker's Compensation and Employers' Liability Insurance covering all **JPA** funded employees of the **Contractor** as required by law in the State of California.

19.1.2 Commercial General Liability Insurance of not less than \$3,000,000 combined single limit per occurrence for bodily injury and property damage.

19.1. Professional liability for **JPA** funded employees is required with a limit of liability of not less than \$6,000,000 per occurrence.

19.1. **Contractor** shall furnish a certificate of insurance satisfactory to the **JPA** as evidence that the insurance required above is being maintained. The insurance shall be issued by an insurance company acceptable to the **JPA**.

19.2 **Contractor** agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, **Contractor** agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing

insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of the **JPA** and **Contractor** agrees that no work or services shall be performed prior to the giving of such approval. In the event **Contractor** fails to keep in effect at all times insurance coverage as herein provided, **JPA** may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

19.2.1 The certificate of insurance must include the following provisions stating that: 1) The insurer shall not cancel the insured's coverage without thirty (30) days prior written notice to **JPA**, and; 2) The County and the **JPA**, and their officers, officials, employees, and volunteers are included as additional insured, but only insofar as the operations under this Agreement are concerned. The additional insured provision shall apply to all liability policies except worker's compensation and professional liability insurance policies.

19.3 **Contractor's** insurance coverage shall be primary insurance as respects to the **JPA**, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the **JPA** its officers; officials, employees or volunteers shall be in excess of the **Contractor's** insurance and shall not contribute with it.

19.3.1 Any deductibles or self-insured retentions must be declared to and approved by the **JPA**, either:

19.3.1.1 The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the **JPA**, its officers, officials, employees, and volunteers; or

19.3.1.2 **Contractor** shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

19.4 Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the **JPA**, its officers, officials, employees or volunteers.

19.5 The insurance companies shall have no recourse against the **JPA**, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.

19.6 The **Contractor's** obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.

19.7 In the event the **Contractor** cannot provide an occurrence policy, **Contractor** shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.

19.7.1 Certificate of insurance shall meet such additional standards as may be determined by the **JPA**.



## **SECTION 20- INTEREST OF PUBLIC OFFICIAL**

20.1 Except for their duties to the **JPA** Board, no official or employee of **Contractor** who exercises any functions or responsibilities in review or approval of services to be provided by **Contractor** under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects his/her personal interest or interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of the **JPA** have any interest, direct or indirect, in this Agreement or the proceeds thereof.

## **SECTION 21- INTEREST OF CONTRACTOR**

21.1 **Contractor** covenants that **Contractor** presently has no personal interest or financial interest and shall not acquire same in any manner or degree in either: 1) any other agreement or contract connected with or directly affected by the services to be performed by this Agreement; or, 2) any other entities connected with or directly affected by the services to be performed by this Agreement.

## **SECTION 22- VENUE**

22.1 Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California. **Contractor** waives any removal rights it might have under Code of Civil Procedure Section 394.

## **SECTION 23- ADMINISTRATION**

23.1 All notices to be given by the parties hereto shall be in writing and sent postage prepaid by registered mail. Notices to **Contractor** shall be addressed as follows, or to such other location as either party directs:

**JPA**  
480 Locust Road  
Diamond Springs, CA 95619  
530-642-0622  
Attn: Executive Director

**Cal Fire/Cameron Park Fire**  
3200 Country Club Drive  
Cameron Park, CA 95682  
(530) 677-6190  
Attn: Fire Chief

23.2 The **JPA** Officer or employee responsible for administering this Agreement is the Executive Director, or successor.

## **SECTION 24- DISPUTES**

24.1 Should any disputes arise between and/or among the **Contractor**, other Member Agencies, the **JPA** or the County EMS Agency, all parties will have the right to bring such disputes to the **JPA** Board of Directors, as provided by the Master Contract.

## **SECTION 25- FORCE MAJEURE**

25.1 If any party hereto is rendered unable, wholly or in part, by Force Majeure to carry out its obligations under this agreement, that party shall give to the other parties hereto prompt written notice of the Force Majeure with reasonable full particulars concerning it.

25.2 Thereupon, the obligations of the party giving the notice, so far as they are affected by the Force Majeure, shall be suspended during, but no longer than the continuance

of, the Force Majeure, except for a reasonable time thereafter required to resume performance.

25.3 During any period in which any party hereto is excused from performance by reason of the occurrence of an event of Force Majeure, the party so excused shall promptly, diligently, and in good faith take all reasonable action required in order for it to be able to commence or resume performance of its obligations under the agreement.

25.4 Without limiting the generality of the foregoing, the party so excused from performance shall, during any such period of Force Majeure, take all actions reasonably necessary to terminate any temporary restraining orders or preliminary or permanent injunctions to enable it to so commence or resume performance of its obligations under the agreement

25.5 The party whose performance is excused due to the occurrence of an event of Force Majeure shall, during such period, keep the other parties notified of all such actions required in order for it to be able to commence or resume performance of its obligations under the agreement.

25.6 Force Majeure is defined as an act of God, act of public enemy, war and other causes not reasonably within the control of any parties hereto.

#### **SECTION 26- AUTHORITY TO BIND**

The parties to this Agreement represent that the undersigned individuals executing this Agreement 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.

#### **SECTION 27- SEVERABILITY**

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force and effect without being impaired or invalidated in any way.

#### **SECTION 28- TERM**

This agreement shall become effective on July 1, 2023, and will remain in effect, unless terminated pursuant to the provisions herein. This Agreement will be reviewed annually.

#### **SECTION 29-PRIOR AGREEMENTS SUPERSEDED**

This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties, and they supersede all prior written or oral agreements or understandings in connection with the same subject matter. Each party acknowledges that in entering into this Agreement it does not rely on any statement, representation, or warranty other than those expressly set out in this Agreement.

In witness whereof, the parties hereto have executed this Agreement the day and year first below written.

\_\_\_\_\_  
Cristy Jorgensen, Executive Director  
El Dorado County Emergency Services Authority

Date \_\_\_\_\_

\_\_\_\_\_  
Assistant Chief Dustin Martin  
Cal Fire/Cameron Park Fire Department

Date \_\_\_\_\_

## Appendix A

### HIPAA Business Associate Agreement Amendment

#### EL DORADO COUNTY EMERGENCY SERVICES AUTHORITY AND CAL FIRE/ CAMERON PARK FIRE DEPARTMENT

This HIPAA Business Associate Agreement Amendment (“Amendment”) entered into by the El Dorado County Emergency Services Authority (hereinafter referred to as “the **JPA**”) and the Cal Fire/Cameron Park Fire Department (hereinafter referred to as “**Business Associate**”) supplements and is made part of the Business Associate Advanced Life Support Ambulance Agreement. (“Underlying Agreement”) as of the date of approval by the parties (the “Effective Date”).

#### RECITALS

**WHEREAS**, **JPA** and the **Business Associate** entered into the Underlying Agreement pursuant to which the **Business Associate** provides services to **JPA**, and in conjunction with the provision of such services, certain Protected Health Information (“PHI”) and Electronic Protected Health Information (“ePHI”) may be made available to the **Business Associate** for the purposes of carrying out its obligations under the Underlying Agreement; and

**WHEREAS**, the provisions of the Health Insurance Portability and Accountability Act, Pub. L. No. 104-161 of 1996 (“HIPAA”), more specifically the regulations found at Title 45, CFR, Parts 160 and 164 (the “Privacy Rule”), as may be amended from time to time, which are applicable to the protection of any disclosure of PHI pursuant to the Underlying Agreement; and comply with the HITECH (the Health Information Technology for Economic and Clinical Health Act of 2009) and the regulations thereunder (including 45 C.F.R. Sections 164.308, 164.310, 164.312 and 164.316), that apply to a business associate of a covered entity in the same manner that such sections apply to the covered entity.

**WHEREAS**, County of El Dorado (County) is a Covered Entity, as defined in the Privacy Rule; and

**WHEREAS**, the **JPA** and its sub-contracting agency that is a recipient of PHI is a **Business Associate** as defined in the Privacy Rule; and

**WHEREAS**, the parties agree that any disclosure or use of PHI be in compliance with the Privacy Rule or other applicable law; and

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. Definitions. Unless otherwise provided in this Amendment, capitalized terms shall have the same meanings as set forth in the Privacy Rule, as may be amended from time to time.

2. Scope of Use and Disclosure by the **Business Associate** of County Disclosed PHI.

- A. The **Business Associate** shall be permitted to use PHI disclosed to it:
- (1) on behalf of the **JPA**, or to provide services to the **JPA** for the purposes contained herein, if such use or disclosure would not violate the Privacy Rule if done by the **JPA**, or the minimum necessary policies and procedures of the **JPA** and County.
  - (2) As necessary to perform any and all of its obligations under the Underlying Agreement.
- B. Unless otherwise limited herein, in addition to any other uses and/or disclosures permitted or authorized by this Amendment or required by law, the **Business Associate** may:
- (1) Use the PHI in its possession for its proper management and administration and to fulfill any legal obligations.
  - (2) Disclose the PHI in its possession to a third party for the purpose of the **Business Associate's** proper management and administration or to fulfill any legal responsibilities of the **Business Associate**. The **Business Associate** may disclose PHI as necessary for the **Business Associate's** operations only if:
    - (a) The disclosure is required by law; or
    - (b) The **Business Associate** obtains a written **Business Associate** agreement from any person or organization to which the **Business Associate** will disclose such PHI that the person or organization:
      - i. will comply with all applicable HIPAA-HITECH laws;
      - ii. will hold such PHI in confidence and use or further disclose it only for the purpose for which the **JPA** disclosed it to the third party, or as required by law; and
      - iii. will notify the **JPA** of any instances of which it becomes aware in which the confidentiality of the information has been breached.
  - (3) Aggregate the PHI and/or aggregate the PHI with that of other data for the purpose of providing **JPA** and County with data analyses related to the Underlying Agreement, or any other purpose, financial or otherwise, as requested by **JPA** and the County.
  - (4) Not disclose PHI without first notifying and receiving approval from the **JPA** and/or County.
- C. The **Business Associate** agrees that it will neither use nor disclose PHI it

receives from any other business associate, except as permitted or required by this Amendment, or as required by law, or as otherwise permitted by law.

3. Obligations of the **Business Associate**. In connection with its use of PHI disclosed to the **Business Associate**, the **Business Associate** agrees to:
  - A. Use or disclose PHI only as permitted or required by this Amendment or as required by law.
  - B. Use reasonable and appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Amendment and applicable laws.
  - C. To the extent practical, mitigate any harmful effect that is known to the **Business Associate** of a use or disclosure of PHI by the **Business Associate** in violation of this Amendment and applicable laws.
  - D. Report to **JPA** any use or disclosure of PHI not provided for by this Amendment of which the **Business Associate** becomes aware.
  - E. Require sub-contractors or agents to whom the **Business Associate** provides PHI to agree and sign a **Business Associate** agreement.
  - F. Use appropriate administrative, technical and physical safeguards to prevent inappropriate use or disclosure of PHI created or received.
  - G. Obtain and maintain knowledge of the applicable laws and regulations related to HIPAA and HITECH, as may be amended from time to time.
  - H. **Business Associate** will notify said party in writing within sixty (60) days where PHI may have been intentionally, and/or inadvertently disclosed and if such disclosure has been secured.
  - I. **Business Associate** and their personnel acknowledge that all collected PHI needs to be secured at all times.
4. PHI Access, Amendment and Disclosure Accounting.

The **Business Associate** agrees to:

  - A. Provide access, at the request of **JPA**, within five (5) days, to PHI in a Designated Record Set, to the **JPA**, or to an Individual as directed by the **JPA**.
  - B. To make any amendment(s) to PHI in a Designated Record Set that the **JPA** directs or agrees to at the request of **JPA** or an Individual within sixty (60) days of the request of **JPA**.
  - C. To assist the **JPA** in meeting its disclosure accounting under HIPAA:
    - (1) The **Business Associate** agrees to document such disclosures of PHI and information related to such disclosures as would be required for the **JPA** to respond to a request by an Individual for an accounting of disclosures of PHI.

- (2) The **Business Associate** agrees to provide to **JPA** or an Individual, within sixty (60) days, information collected in accordance with this section to permit the **JPA** to respond to a request by an Individual for an accounting of disclosures of PHI.
    - (3) The **Business Associate** shall have available for the **JPA** the information required by this section for the six (6) years preceding the **JPA**'s request for information.
  - D. Make available to the **JPA**, the **Business Associate**'s internal practices, books and records relating to the use of and disclosure of PHI for purposes of determining the **Business Associate**'s compliance with the Privacy Rule, subject to any applicable legal restrictions.
  - E. Within thirty (30) days of receiving a written request from **JPA**, make available any and all information necessary for **JPA** to make an accounting of disclosures of **JPA** PHI by the **Business Associate**.
  - F. Within thirty (30) days of receiving a written request from **JPA**, incorporate any amendments or corrections to the PHI in accordance with the Privacy Rule in the event that the PHI in the **Business Associate**'s possession constitutes a Designated Record Set.
  - G. Not make any disclosure of PHI that **JPA** would be prohibited from making.
5. Obligations of JPA.
- A. **JPA** agrees that it will make its best effort to promptly notify the **Business Associate** in writing of any restrictions on the use and disclosure of PHI agreed to by **JPA** that may affect the **Business Associate**'s ability to perform its obligations under the Underlying Agreement, or this Amendment.
  - B. **JPA** agrees that it will make its best effort to promptly notify the **Business Associate** in writing of any changes in, or revocation of, permission by any Individual to use or disclose PHI, if such changes or revocation may affect the **Business Associate**'s ability to perform its obligations under the Underlying Agreement, of this Amendment.
  - C. **JPA** agrees that it will make its best effort to promptly notify the **Business Associate** in writing of any known limitation(s) in its notice of privacy practices to the extent that such limitation may affect the **Business Associate**'s use of disclosure of PHI.
  - D. **JPA** shall not request the **Business Associate** to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by **JPA**, except as may be expressly permitted by the Privacy Rule.
  - E. **JPA** will obtain any authorizations necessary for the use or disclosure of PHI, so that the **Business Associate** can perform its obligations under

this Amendment and/or the Underlying Agreement.

6. Terms and Termination.

This Amendment shall commence upon the Effective Date and terminate upon the termination of the Underlying Agreement, as provided therein. Upon termination of this Agreement for any reason, the **Business Associate**, with respect to protected health information received from the County or **JPA** or created, maintained, or received by the **Business Associate** on their behalf, shall:

- A. Retain only that protected health information which is necessary for the **Business Associate** to continue its proper management and administration or to carry out its legal responsibilities;
- B. Return or destroy the remaining protected health information that the **Business Associate** still maintains in any form;
- C. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as the **Business Associate** retains the protected health information;
- D. Not use or disclose the protected health information retained by the **Business Associate** when it is no longer needed by the **Business Associate** for its proper management and administration or to carry out its legal responsibilities.

7. Amendment to Indemnity.

The **Business Associate** shall indemnify and hold harmless (1) the County and all Agencies, Districts, Special Districts and Departments of the County (2) the **JPA**, and (3) the County's and **JPA**'s respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (collectively, the "indemnified parties") from any liability whatsoever, based or asserted upon any services of the **Business Associate**, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Amendment, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever including fines, penalties or any other costs and resulting from any reason whatsoever arising from the performance of the **Business Associate**, its officers, agents, employees, subcontractors, agents or representatives from this Amendment. The **Business Associate** shall defend, at its sole expense, all costs and fees (including but not limited to attorney fees, cost of investigation, defense and settlements or awards) of all indemnified parties in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by the **Business Associate**, the **Business Associate** shall, at their sole cost, have the right to use counsel of their choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of the indemnified parties; provided, however, that any such adjustment, settlement or compromise



in no manner whatsoever limits or circumscribes the **Business Associate's** indemnification to the indemnified parties as set forth herein. The **Business Associate's** obligation to defend, indemnify and hold harmless the indemnified parties shall be subject to the indemnified parties having given the **Business Associate** written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at the **Business Associate's** expense, for the defense or settlement thereof. The **Business Associate's** obligation hereunder shall be satisfied when the **Business Associate** has provided to the indemnified parties the appropriate form of dismissal relieving **JPA** from any liability for the action or claim involved.

The specified insurance limits required in the Underlying Agreement of this Amendment shall in no way limit or circumscribe the **Business Associate's** obligations to indemnify and hold harmless the the indemnified parties herein from third party claims arising from the issues of this Amendment.

In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the **Business Associate** from indemnifying the indemnified parties to the fullest extent allowed by law.

In the event there is a conflict between this indemnification clause and an indemnification clause contained in the Underlying Agreement of this Amendment, this indemnification shall only apply to the subject issues included within this Amendment.

8. Amendment. The parties agree to take such action as is necessary to amend this Amendment from time to time as is necessary for **JPA** to comply with the Privacy Rule and HIPAA generally.
9. Survival. The respective rights and obligations of this Amendment shall survive the termination or expiration of this Amendment.
10. Regulatory References. A reference in this Amendment to a section in the Privacy Rule means the section as in effect or as amended.
11. Conflicts. Any ambiguity in this Amendment and the Underlying Agreement shall be resolved to permit County to comply with the Privacy Rule and HIPAA generally.
12. Except as herein amended, all other parts and sections of this Agreement with the **Business Associate**, shall remain unchanged and in full force and effect.

## Appendix B

### COMPENSATION FOR SERVICES

#### EL DORADO COUNTY EMERGENCY SERVICES AUTHORITY AND CAL FIRE/CAMERON PARK FIRE DEPARTMENT

1. The **Contractor** acknowledges and agrees 1) that the **JPA's** Master Contract with the County is funded from three specific funding sources: CSA No. 7 Property Tax, CSA No. 7 Special Tax, and Ambulance Billing revenue; 2) all of these funding sources are limited and fluctuate from year to year; 3) there are three primary categories of on-going expenditure that must be sustained by CSA No. 7 funding: CSA No. 7 administration activities performed by the County, **JPA** ambulance services and ambulance billing/collection services; and, 4) the Master Contract is primarily a fixed price Agreement with annual adjustments plus standby revenue. The **JPA** and **Contractor** agree that the County shall not fund compensation from any other funds or revenues, including but not limited to the County's General Fund.
  
2. The **JPA** shall compensate the **Contractor** on a monthly basis based on actual costs expended (i.e., payments made) with amounts not to exceed those listed in the chart below.

Class 30 Expenses			
<b>Employee Salary &amp; Benefits</b>	Maximum Allowance: \$1,328,200 per medic unit	Compensation will be at actual cost of the previous months Employee Salary & Benefit cost. <i>*Exception: If Contractor pre-pays the UAL obligation, that payment will be distributed over a period not to exceed 12 consecutive calendar months.</i>	
Class 40 Expenses			
<b>Object Code 4022: Uniforms</b>	Maximum Allowance: \$7,200 per medic unit	Compensated at actual cost.	
<b>Object Code 4304 Agency Admin</b>	\$25,000 per medic unit	Compensated annually in July	
<b>Object 4609 Staff Development</b>	Maximum Allowance: \$7,200 per medic unit	Compensated at actual cost	

3. Invoices submitted for reimbursement must be accompanied with supporting documentation of payment and the basis for such payment, including receipts, invoices, personnel rosters and referenced line items and are subject to the review and approval of the **JPA** Executive Director or designee.

4. The **Contractor** agrees to submit a preliminary fiscal year budget to the **JPA** on an annual basis, which will be reviewed and approved by the **JPA** Finance Committee.
5. At any time during the Agreement, in the event that significant circumstances beyond the reasonable control of the **JPA** or **Contractor**, dramatically increase the **Contractor**'s expenses or decrease **JPA** revenues, either the **JPA** or the **Contractor** may request to meet and confer regarding the terms of this Agreement.
6. After the close of **Fiscal Year 2022/23**, **Contractor** may request additional reimbursement of actual personnel expenses over the contractually obligated amount. Such request must be made at the next regularly scheduled **JPA** Board of Directors meeting and is subject to available funds within the remaining balance of Medic Unit Class 30 Employee Salary & Benefits (Object Code 4324) in the **JPA** budget.
7. Any request for additional funds above and beyond those specifically defined in this agreement under Appendix B, Item #2, are subject to the review and approval of the **JPA** Board of Directors.

**Resolution No. 2023-20**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CAMERON PARK COMMUNITY SERVICES DISTRICT AUTHORIZING THE ADVANCED LIFE SUPPORT AMBULANCE AGREEMENT BETWEEN EL DORADO COUNTY EMERGENCY SERVICES AUTHORITY AND CAL FIRE/CAMERON PARK FIRE DEPARTMENT**

**WHEREAS**, the Cameron Park Community Services District is committed to providing advanced life support ambulance service by and between CAL FIRE Amador – El Dorado Unit (AEU) and the Cameron Park Fire Department (CPFD); and

**WHEREAS**, the JPA is responsible for providing Advanced Life Support (“ALS”) prehospital medical care within its jurisdiction, in compliance with Contract #2298 for Prehospital Advanced Life Support, Ambulance and Dispatch Services with the County of El Dorado (“Master Contract”); and

**WHEREAS**, Contractor desires to provide ALS ambulance service in El Dorado County, for emergency and non-emergency prehospital calls for service, and routine medical transportation; and

**WHEREAS**, the Contractor, from time to time is requested to provide Standby Services for Special Events, such as for an event where spectators and/or participants in the event have a potential for illness or injury, or for any situation where an event results in a gathering of persons in one general locale, sufficient in numbers, or engaged in an activity, that creates a need to have one or more EMS resources at the site as defined by EMS Agency Policy issued by the EMS Agency Medical Director; and

**WHEREAS**, the JPA and the Contractor agree that it is necessary to clearly define all expectations and regulations regarding the provision of ALS ambulance service for emergency and non-emergency prehospital calls, Standby and Special Event Services and routine medical transportation services in the current Contractor Agreement; and

**WHEREAS**, this Agreement is developed in compliance with the Master Contract with the County of El Dorado; and

**WHEREAS**, Contractor agrees to comply with the requirements of the California Health and Safety Code, Division 2.5, Section 1797 et seq.; California Code of Regulations, Title 22, Division 9, Chapter 4, Article 7, Section 100167; the County Emergency Medical Service and Medical Transportation Ordinance; Contract #2298 for Pre-hospital El Dorado County Emergency Services Authority Attachment 2.B.1 2 Advanced Life Support, Ambulance and Dispatch Services with the County of El Dorado; the standards of the El Dorado County EMS Agency, including but not limited to the County EMS Agency Policy and Procedure Manual, El Dorado County Trauma Plan, and applicable agency, local and state statutes, ordinances or regulations; and

**WHEREAS**, the El Dorado County EMS Agency Medical Director, (“EMSA MD”) through the County EMS Agency, and as defined in the Master Contract, has the authority to develop overall plans, policies, and medical standards to ensure that effective levels of ALS care are maintained within the County; and that the EMSA MD has the authority for establishing the minimum required medical equipment, medication inventories, and medical protocols, with exception to ambulance specifications; and

**WHEREAS**, the JPA and the Contractor agree that a higher level of medical training may be necessary to provide patient care. The JPA may require the Contractor to provide a higher standard of medical training than is required by the California Code of Regulations Title 22; and

**WHEREAS**, the EMSA MD shall have retrospective, concurrent, and prospective medical control including access to all medical information pertinent to data collection, evaluation and analysis; and

**WHEREAS**, County is a Covered Entity, as defined in the Privacy Rule of the Health Insurance Portability and Accountability Act, Pub. L. No. 104-161 of 1996 ("HIPAA") and Contractor is defined as a Business Associate of the County under this law, which requires protection of any disclosure of Public Health Information (PHI) pursuant to this Agreement; and includes adherence to the Health Information Technology for Economic and Clinical Health Act (the HITECH Act), as incorporated in the American Recovery and Reinvestment Act of 2009, Public Law 111-005; and the Genetic Information Nondiscrimination Act (the GINA).

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

1. The District hereby resolves to approve the Advanced Life Support Ambulance Agreement between the El Dorado County Emergency Services Authority and CAL FIRE/ Cameron Park Fire Department.

***PASSED AND ADOPTED*** by the Board of Directors of Cameron Park Community Services District, this 17th day of May 2023, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

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Sidney Bazett, President  
Board of Directors

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André Pichly  
General Manager



## Agenda Transmittal

**DATE:** May 17, 2023

**FROM:** André Pichly, General Manager

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

**RECOMMENDED ACTION:** RECEIVE AND FILE

### **Budget and Administration**

While our Finance Officer is on leave, there is a need to make sure the development of the FY 2023/2024 budget for the District continues to be prepared in advance of its being reviewed at the Budget & Administration Committee before it is presented to the full Board for final approval. I have contacted Eide Bailly, LLC, a CPA and consulting firm that has provided government financing services the CSD for a couple of years now and is very familiar with both our financial accounting and already have access to our accounting software. As of the writing of this report I have not heard back from them, but expect to have a discussion with them on Monday, May 15<sup>th</sup>. If Eide Bailly does not agree to provide these services, Regional Government Services (RGS) has stated they will provide the service we need. Until we have a consultant reviewing our accounting files, it is very difficult to develop our budget, development cost reduction options organization wide, get an estimate of what's in our general fund this year that could roll over into next year, or to know the status of our financial audit. I will update the Board as this situation evolves.

Regional Government Services (RGS) will conduct an executive recruitment for the next permanent General Manager. The cost for the recruitment service is \$15,000.00, which is in line with what other consulting services charge. RGS is currently the Human Resources consulting firm for the District.

### **CC&R/ARC**

On May 1<sup>st</sup> and 2<sup>nd</sup>, I assisted Tim Reimer, Jim Mog's assistant for CC&R inspections, in running both the CC&R committee meeting and ARC meeting while Jim was away on vacation. I handled the technical side of the meeting managing Teams and showing documents and images on the screen so Tim could focus on the meeting agendas. Only a few minor issues and we got through each meeting just fine. Tim did a great job.

## **Fire**

On April 26<sup>th</sup>, Directors Bazett, Scobey and I participated in a **collaboration discussion with two El Dorado Hills Fire District** board members and management (including Chief Johnson) in a “getting to know you” opportunity and discuss each organizations challenges and opportunities. It was suggested that future 2x2 meetings be considered to continue discussing issues of mutual concern.

On April 28<sup>th</sup>, Directors Bazett, Aiston, and Wolfson, along with Chiefs Blankenheim and Martin, along with myself, attended an **Eastwood Park Neighbors community meeting** at Eastwood Park. The flyer that was distributed indicated that the discussion would be about “Your Local Fire Station 88 Will Likely Be Closing.” No one at the meeting seemed to know who created the invitation. During the meeting Director Aiston was invited to brief the attendees, who numbered around 15, about the discussion that took place at the April 19<sup>th</sup> Board meeting. I feel that Director Aiston did a great job articulating the challenges facing the District, and how the Board is strategizing the path forward with finances and fire protection and emergency services. At the end of the meeting Director Aiston made it clear that this was not a District meeting and that the Board members present would not be conducting District business so as to be compliant with the Brown Act. The meeting lasted about an hour.

Chief Martin and I have been coordinating with AP Triton’s Vice President, Kurt Lapitow, to his team get started on the **Fire Master Plan project**. We have been providing them requested contact information for those District and CAL FIRE staff that will need to be resources during their research. A virtual kick-off meeting is scheduled for the week of May 22<sup>nd</sup>.

## **Recreation**

On May 5<sup>th</sup>, Recreation Supervisor Kim Vickers and I met with El Dorado High School District Assistant Superintendent Bob Whittenberg and Ponderosa High School Principal Jeremy Hunt to discuss access to the Community Center pool for Ponderosa aquatic programs. It was a positive discussion and Kim was able to add clarity to what has been a murky situation in regard to availability and access. We encouraged the communication of wants and needs by parents to be filtered through a point-of-contact at the school and then communicated to Kim, to which Bob and Jeremy agreed that would be best for both parties.

Preparations for the **2024 Summer Spectacular** continue. Staff have secured sound technicians and crew, contracted with the band *Mercy Me*, secured 7 food vendors, and the contract with Fireworks America has been signed and coordination with our Fire



Marshal has commenced (just waiting for approval from the Board of Supervisors to proceed with the show). Staff are continuing to work on executing contracts for additional food and kids' area vendors. Kim states she and Adam have reached out to businesses to get sponsorships, solicited for volunteers, and have their marketing campaign underway. Wristbands are \$15 per person and must be purchased in advance. Gates will open at 4:30 pm with live music beginning at 5:00 pm.

**Parks and Facilities**

On April 22<sup>nd</sup>, Parks & Facilities Superintendent Mike Grassle supervised the **reconstruction of the fishing dock by the Cameron Park Rotary Club** at Cameron Park Lake. The project site was prepped beforehand, and the Rotarians handled the installation of the decking, as well as the painting and installation of the railing. Thank you, Cameron Park Rotary Club!





The long-awaited **Cameron Park Lake fountains were installed and activated.** Mike Grassle has plans to install more fountains, along with some aerators – all of which should help with the health of the lake.



**Repairs to the main entrance to the Community Center** are nearly complete. The work left to be done is for the contractor to place flashing against the building behind the gutters to prevent water from seeping back into the structure, and painting. We expect the contractor to be completing the repairs within the next couple of weeks. Thanks to Matt Bustabade, our Parks & Facilities Superintendent, for overseeing this project and ensuring the safety of our staff and guests during construction.



### Other

On May 2<sup>nd</sup>, Director Scobey and I met with two staff from El Dorado County's Department of Transportation to discuss the County's intention to widen Cameron Park Drive between Palmer Drive and Toronto Road. The widening project would require the land acquisition of about 25-feet of land in Paul J. Ryan Park from the fence line into the park. The total distance of the 25-foot strip would go from Hacienda Road to Toronto Road with a section of the 25-foot section becoming narrower as it gets closer to Toronto. This is a project that is still about two years out. Part of the discussion, and a discussion that will need to take place at the next meeting, will be the project's impact on the park. The project would most likely involve the removal of several trees (which could be replaced elsewhere in the park or paid for through mitigation) and the relocation of signs and boulders in the park. Also discussed was the creation of a berm to help screen park users from traffic activity/noise. More on this topic when we hear back from the County.



## **Agenda Transmittal**

**DATE:** May 17, 2023

**FROM:** André Pichly, General Manager

**AGENDA ITEM #7:** **PUBLIC HEARING - EL DORADO DISPOSAL ANNUAL FEE ADJUSTMENT**

**RECOMMENDED ACTION:** **APPROVE RESOLUTION NO. 2023-15**

### **BACKGROUND**

The Solid Waste Services Agreement between El Dorado Disposal (EDD) and Cameron Park Community Services District (District), Section 18 – Compensation outlines the timeline, procedure and triggers for rate adjustments. Rates may be adjusted for Inflation/Deflation and Fuel Surcharge, as long as performance standards have been met. This item was presented at the May 2, 2023 Budget & Administration Committee meeting where direction was given to forward to the Board of Directors.

### **DISCUSSION**

EDD is requesting adjustments under Section 18C – Inflation/Deflation and Fuel Surcharge. The Consumer Price Index – All Items – for the State of California increased by 7.349%. The fuel component increased from 6.60% to 8.14% resulting in a cost increase of 1.536%.

EDD is requesting a rate increase to capture both percentage changes, for a total net increase of 8.884% effective July 1, 2023. Percentage increase will be applied the same to all customers, including seniors and commercial.

2023 PRICE INCREASE - COMMON MONTHLY RATE	CURRENT RATE (w/CPI & FUEL)	NEW RATE	CHANGE
35G CAN WEEKLY	\$ 34.35	\$ 37.27	\$ 2.92
35G CAN WEEKLY SR	\$ 25.86	\$ 28.06	\$ 2.20
64G CAN WEEKLY	\$ 38.01	\$ 41.25	\$ 3.24
96G CAN WEEKLY	\$ 47.23	\$ 51.25	\$ 4.02

## RECOMMENDATION

Staff recommends that the Board of Directors receive this item, hold a Public Hearing, and approve Resolution No. 2023-15.

### Attachments:

- 7a– Correspondence from El Dorado Disposal dated March 23, 2023
- 7b –Consumer Price Index Calculator - California
- 7c – PPI Commodity Data for fuels and related products
- 7d – Fuel Surcharge Calculation
- 7e – El Dorado Disposal CPI Adjustment slideshow
- 7f – Resolution No. 2023-15



WASTE CONNECTIONS INC.  
*Connect with the Future®*

El Dorado Disposal Service  
P.O. Box 1270  
Diamond Springs, CA 95619  
(530) 626-4141

Andre Pichly, General Manager  
Cameron Park Community Services District  
2502 Country Club Drive  
Cameron Park, CA 95682  
(530) 350-4652

Re: Annual Rate Adjustment

March 23, 2023

Dear Mr. Pichly,

Pursuant to Section 18.C. of that certain Solid Waste Services Agreement, dated as of February 21, 2008 (the 'Agreement'), we are formally requesting that the District implement the automatic CPI adjustment for our hauling rates as provided for in Section 18.C of the Agreement. We have attached the CPI calculator as the reference. As you will see, the increase in the Consumer Price Index – All Items – for the State of California for the past year was 7.349%. Accordingly, we are requesting a 7.349% rate increase effective as of July 1, 2023.

In addition, we are formally requesting the review and approval of a change in the fuel component of the rate. The year over year comparison we do through the Purchaser's Price Index is done based on January to January view. This year, the fuel component increased from 6.60% to 8.14%, a 1.536% change. Accordingly, the overall net rate increase including the CPI and Fuel change, effective July 1, 2023 is 8.884%. We have attached the PPI calculator for your reference.

We would like to review the Performance Standards with you, and also share with the public. As you know, we have summarized our performance and our program data in a monthly report, separately submitted to the CSD. We appreciate your co-operation and look forward to hearing from you. If you have any questions or need further information, please feel free to contact me at (530) 295-2854.

Sincerely,

A handwritten signature in black ink, appearing to read 'Ross Reaksecker'. The signature is stylized with several vertical strokes and a horizontal line extending to the right.

Ross Reaksecker

Site Manager

Waste Connections of California, Inc. dba

El Dorado Disposal Services

Cc: Sue VanDelinder, Jeff England

Attachments: Consumer Price Index Calculator  
Fuel Component Calculation

# Attachment 7b

State of California  
 Department of Industrial Relations  
<http://www.dir.ca.gov/OPRL>

Office of the Director- Research Unit  
 P.O. Box 420603, San Francisco, California 94142

## CONSUMER PRICE INDEX – CALIFORNIA

Los Angeles-Long Beach-Anaheim, San Francisco-Oakland-Hayward, San Diego-Carlsbad,  
 Riverside-San Bernardino-Ontario, United States City Average, 2021-2022

All Items  
 1982 - 1984 = 100

All Urban Consumers

Year	Month	California <sup>a</sup>	Los Angeles Long Beach Anaheim <sup>b</sup>	San Francisco Oakland Hayward <sup>b</sup>	San Diego Carlsbad <sup>b</sup>	Riverside San Bernardino Ontario <sup>b</sup>	U.S. City Average <sup>b</sup>
2021	January		280.178		307.688	109.550	261.582
2021	February	289.632	281.347	304.387			263.014
2021	March		282.648		315.035	110.981	264.877
2021	April	294.274	285.808	309.419			267.054
2021	May		287.620		317.141	113.222	269.195
2021	June	297.447	289.218	309.497			271.696
2021	July		290.890		323.906	114.682	273.003
2021	August	299.815	291.333	311.167			273.567
2021	September		292.209		324.138	115.557	274.310
2021	October	302.793	294.961	313.265			276.589
2021	November		296.790		326.422	117.206	277.948
2021	December	306.109	297.925	315.805			278.802
2021	<b>Annual Average</b>	297.371	289.244	309.721	319.761	113.875	270.970
2022	January		301.209		332.990	118.963	281.148
2022	February	311.048	302.164	320.195			283.716
2022	March		306.679		339.852	122.127	287.504
2022	April	316.847	308.302	324.878			289.109
2022	May		310.649		343.502	123.893	292.296
2022	June	322.043	314.072	330.539			296.311
2022	July		313.415		347.462	125.262	296.276
2022	August	322.275	313.608	328.871			296.171
2022	September		315.033		350.721	125.272	296.808
2022	October	324.819	317.014	332.062			298.012
2022	November		314.633		348.145	125.983	297.711
2022	December	323.148	312.601	331.222			296.797
2022	<b>Annual Average</b>	319.224	310.782	327.060	344.416	123.784	292.655

Date of last update: 2/14/2023

<sup>a</sup> Weighted average of the consumer price indexes for Los Angeles-Long Beach-Anaheim, San Francisco-Oakland-Hayward, San Diego-Carlsbad, and Riverside-San Bernardino-Ontario. A conversion factor has been included for comparability of 2018 data with 2017 and prior years. Computed by the Department of Industrial Relations, Office of the Director - Research Unit from indexes issued by the U.S. Department of Labor.

<sup>b</sup> Source: U.S. Department of Labor, Bureau of Labor Statistics. Beginning with the November 2017 data, indexes for San Diego-Carlsbad will be published bi-monthly on odd months only (January, March, May, etc.). The Riverside-San Bernardino-Ontario indexes are on a December 2017 = 100 base and will be published bi-monthly on odd months only (January, March, May, etc.).



## CONSUMER PRICE INDEX – CALIFORNIA

Los Angeles-Long Beach-Anaheim, San Francisco-Oakland-Hayward, San Diego-Carlsbad,  
 Riverside-San Bernardino-Ontario, United States City Average, 2021-2022

All Items  
 1982 - 1984 = 100

Urban Wage Earners and Clerical Workers

Year	Month	California <sup>a</sup>	Los Angeles Long Beach Anaheim <sup>b</sup>	San Francisco Oakland Hayward <sup>b</sup>	San Diego Carlsbad <sup>b</sup>	Riverside San Bernardino Ontario <sup>b</sup>	U.S. City Average <sup>b</sup>
2021	January		271.129		291.490	110.204	255.296
2021	February	280.644	272.816	297.170			256.843
2021	March		274.097		298.292	111.823	258.935
2021	April	285.139	277.126	302.294			261.237
2021	May		279.139		300.413	113.749	263.612
2021	June	288.784	280.687	304.971			266.412
2021	July		282.271		307.737	115.129	267.789
2021	August	291.317	282.691	307.423			268.387
2021	September		283.191		308.351	116.254	269.086
2021	October	294.211	285.973	309.656			271.552
2021	November		287.940		311.014	117.840	273.042
2021	December	297.426	288.910	312.019			273.925
2021	<b>Annual Average</b>	288.595	280.498	304.602	303.670	114.496	265.510
2022	January		291.852		317.043	119.557	276.296
2022	February	302.122	292.690	316.463			278.943
2022	March		297.870		324.430	122.861	283.176
2022	April	308.468	299.436	322.021			284.575
2022	May		301.960		327.997	124.853	288.022
2022	June	313.931	305.577	328.137			292.542
2022	July		304.441		331.914	126.084	292.219
2022	August	313.374	304.137	325.932			291.629
2022	September		305.414		334.068	125.762	291.854
2022	October	315.900	307.720	329.331			293.003
2022	November		304.902		331.524	126.453	292.495
2022	December	313.159	302.271	326.465			291.051
2022	<b>Annual Average</b>	310.424	301.523	323.900	328.335	124.458	287.984

Date of last update: 2/14/2023

<sup>a</sup> Weighted average of the consumer price indexes for Los Angeles-Long Beach-Anaheim, San Francisco-Oakland-Hayward, San Diego-Carlsbad, and Riverside-San Bernardino-Ontario. A conversion factor has been included for comparability of 2018 data with 2017 and prior years. Computed by the Department of Industrial Relations, Office of the Director - Research Unit from indexes issued by the U.S. Department of Labor.

<sup>b</sup> Source: U.S. Department of Labor, Bureau of Labor Statistics. Beginning with the November 2017 data, indexes for San Diego-Carlsbad will be published bi-monthly on odd months only (January, March, May, etc.). The Riverside-San Bernardino-Ontario indexes are on a December 2017 = 100 base and will be published bi-monthly on odd months only (January, March, May, etc.).

## Attachment 7c

**PPI Commodity Data**  
**Original Data Value**

**Series Id:** WPU057303  
**Not Seasonally Adjusted**  
**Series Title:** PPI Commodity data for Fuels and related products and  
**Group:** Fuels and related products and power  
**Item:** No. 2 diesel fuel  
**Base Date:** 198200  
**Years:** 2010 to 2023

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2010	229.4	206.9	225.5	240.0	235.8	221.8	218.5	231.1	227.7	243.7	255.3	259.2
2011	270.0	289.3	321.8	339.8	328.4	333.7	327.8	307.3	317.8	310.6	337.1	311.0
2012	322.0	329.2	344.3	339.4	325.8	295.4	298.7	324.1	342.4	351.0	323.8	317.4
2013	318.9	342.4	321.0	318.3	307.7	304.8	311.6	319.3	328.0	318.4	307.0	314.7
2014	308.5	322.0	318.1	318.7	316.5	308.8	307.8	306.9	302.3	283.4	272.3	229.9
2015	182.6	191.5	193.1	183.8	202.6	198.7	194.0	189.2	169.4	173.5	167.4	130.8
2016	119.2	113.4	119.4	123.6	144.4	155.4	157.6	149.8	163.1	159.7	157.0	158.8
2017	161.1	163.5	161.3	162.9	173.6	171.5	179.6	188.9	204.2	213.5	223.7	223.8
2018	229.4	226.5	224.8	231.8	251.1	261.4	256.9	254.3	262.5	271.7	264.8	232.7
2019	201.1	218.3	239.3	237.7	235.0	204.4	220.0	207.2	218.4	220.5	223.1	231.1
2020	214.5	193.3	169.7	123.6	108.3	137.8	179.2	191.0	177.5	187.3	201.1	224.6
2021	232.9	264.4	304.1	282.0	318.8	317.8	326.966	322.279	334.175	374.107	366.731	346.234
2022	365.449	415.354	503.052	528.256	587.939	665.720	568.603	497.425	548.658	605.641	585.306	419.191
2023	449.169	435.248										

Item	Data Source	Beginning Period (Jan 06)	Current Period (Jan 23)	Index Change	% Increase	Beginning Fuel Component	Ending Fuel Component	Fuel Surcharge applied in 2022	Change for 2023
Diesel Fuel	PPI Commodity, #2 Diesel Series ID:wpu057303	197.1	449.2	252.069	127.89%	3.57%	8.14%	6.60%	1.536%

[http://data.bls.gov/timeseries/WPU057303?data\\_tool=XGtable](http://data.bls.gov/timeseries/WPU057303?data_tool=XGtable)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2010	229.4	206.9	225.5	240.0	235.8	221.8	218.5	231.1	227.7	243.7	255.3	259.2
2011	270.0	289.3	321.8	339.8	328.4	333.7	327.8	307.3	317.8	310.6	337.1	311.0
2012	322.0	329.2	344.3	339.4	325.8	295.4	298.7	324.1	342.4	351.0	323.8	317.4
2013	318.9	342.4	321.0	318.3	307.7	304.8	311.6	319.3	328.0	318.4	307.0	314.7
2014	308.5	322.0	318.1	318.7	316.5	308.8	307.8	306.9	302.3	283.4	272.3	229.9
2015	182.6	191.5	193.1	183.8	202.6	198.7	194.0	189.2	169.4	173.5	167.4	130.8
2016	119.2	113.4	119.4	123.6	144.4	155.4	157.6	149.8	163.1	159.7	157.0	158.8
2017	161.1	163.5	161.3	162.9	173.6	171.5	179.6	188.9	204.2	213.5	223.7	223.8
2018	229.4	226.5	224.8	231.8	251.1	261.4	256.9	254.3	262.5	271.7	264.8	232.7
2019	201.1	218.3	239.3	237.7	235.0	204.4	220.0	207.2	218.4	220.5	223.1	231.1
2020	214.5	193.3	169.7	123.6	108.3	137.8	179.2	191.0	177.5	187.3	201.1	224.6
2021	232.9	264.4	304.1	282.0	318.8	317.8	326.966	322.279	334.175	374.107	366.731	346.234
2022	365.449	415.354	503.052	528.256	587.939	665.720	568.603	497.425	548.658	605.641	585.306	419.191
2023	449.169											

297.371 2021 Annual Average CPI  
 319.224 2022 Annual Average CPI  
 21.853  
 7.349% <-- CPI Adjustment  
 #REF! <-- Fuel Adjustment  
 #REF! CP & PVILLE Total Rate Adjustment%



## 2023 Annual Update

**CPI Rate Adjustment  
Cameron Park CSD**

1

## 2022 IN REFLECTION

- Challenging Year for all Business
  - Hiring improved through end of 2022
  - New truck delays pushed into 2023
  - Hit hard with diesel fuel costs
- Sustainability Team
  - Added Project Manager
  - Team is now 3 people strong
- Organics
  - Onboarded all residential customers to become fully compliant with SB1383
  - Emphasis on Education & Outreach



2

- Community Events
  - Summer Spectacular
  - Family Fest
  - Community Appreciation Event
  - Props, Cops, & Rodder's
  - Thunder in the Park
  - Organics Bucket Give Away (x2)
  - Boo Bash – Trunk or Treat
  - Homeless Clean-up (w/Sheriff)
- Community Clean-Up (Fall)

Garbage	11.58 tons
Recycle	3.01 tons
Yard Waste	2 tons



3

## PERFORMANCE STANDARDS – How it works

- Performance Criteria
  - Point system with 105 points available total
    - 5 points to serve as a cushion
    - 100% of CPI is max
  - Each point is equal to 1% of CPI rate request
  - In order to receive full (100%) CPI request – must achieve 100 points
  - Example:
    - If we achieved only 95 points, we would only be awarded 95% of CPI

4

### PERFORMANCE STANDARDS – Cont.

- Residential Outreach – 20pts total
  - (3) billing inserts per year – 5pts
  - New resident packet for all new starts – 5pts
  - (6) bi-monthly updates for the CSD’s website – 5pts
  - Removal of Batteries, Oil, Bulky items – 5pts
- Commercial Outreach – 15 pts total
  - Meet in-person with at least (4) commercial business per quarter – 5pts
  - Provide at least (3) printed outreach material – 5pts
  - (3) billing inserts per year educating commercial customers – 5pts

5

### PERFORMANCE STANDARDS – Cont.

- Community Event Outreach – 40 pts max
  - Attend minimum of (4) events per year – 5 pts each
- Call Answer Rate – 20 pts
  - Answer calls within an average of 180 seconds – 5pts per quarter
- Customer & Litter Complaint Resolution – 20 pts total
  - Resolve 99.5% of valid customer complaints

6

### PERFORMANCE STANDARDS – 2021 Results

2021 PERFORMANCE STANDARDS SUMMARY														
Standard	Metric	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Result
Missed Pick Ups	205 or 5 per 1000 Customers	3	1	1	2	4	6	8	10	13	11	8	3	0.001454545
Call Answer Rate	Answer within 180 sec	461	235	256	326	554	273	403	256	472	200	384	389	350.75 Avg
Customer Complaints	Correct 99.95%	0	0	2	1	0	1	0	1	1	0	0	0	Accomplished
Litter Complaint	Correct 99.95% within 48 hrs	0	0	0	0	0	0	0	0	0	0	0	0	Accomplished
Residential Outreach	Welcome Packets	38	18	41	35	39	57	43	49	36	34	40	37	467 Total
	Billing Inserts - 3/year					1					1		1	Accomplished
Bulky Item Pick Ups	Batteries/Oil/Bulkies	87	18	142	166	189	117	132	96	117	98	81	96	1339
Commercial Outreach	4 Customers Visits, 3 Printed Outreach, 3 Billing Inserts	32 In-Person Visits, 9 Billing Statement Messages, Printed outreach at all site visits/community events, 2 Newsletters												Accomplished
Community Events	4/Year	Covid Shut Down Events - New BBC Open House (Apr), Boo Bash (Oct), Food Waste/Organics Workshop (Nov)												Accomplished
Reporting	Reports Filed within specified time per Franchise Agreement	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	Accomplished

7

### PERFORMANCE STANDARDS – 2022 Results

Cameron Park CSD Performance Standards													TOTALS	POINTS EARNED
	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec			
<b>Residential Outreach</b>														
Three billing inserts per year			1		1				1		2		5	20
New resident packet	26	54	49	51	52	39	34	42	26	34	35		442	
Six bi-monthly updates for the CSD website		1	1		1	1		1		1	1		7	
Special removal(batteries,bulky,oil)	106	132	131	103	115	113	105	111	51	92	86		1345	
<b>Commercial Outreach</b>														
Meet with 4 commercial businesses per quarter	5	4	11	4	13	17	19	18	14	5	23		133	15
Three printed outreach pieces sent to businesses per year	0	0	1	0	0	0	2	0	0	1	1		5	
Three billing inserts per year	0	0	0	1	1	1		1	1		1		6	
<b>Community Event Outreach</b>														
Attend 4 events per year	0	0	0	0	1	0	1	2	4	0	0		8	40
<b>Call Answer Rate</b>														
Total calls	802	1102	1325	1232	993	1316	1292	1144	893	1022	1281		12402	10
Average hold time in seconds	181	169	212	223	113	229	128	126	83	104	109		avg 147.8	
Average call length	6:48	5:52	6:47	7:18	5:40	7:25	4:21	4:44	5:25	4:28	4:10		avg 5:43	
<b>Complaints</b>														
Total complaints - General, litter and missed pick-ups	6	0	6	6	9	4	13	2	7	11	3		67	20
<b>Reporting</b>														
Annual report, Diversion Report, Performance Standard Reports, Service Area Customer Audit	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%		100%	PASS
													TOTAL POINTS	105

8

State of California  
Department of Industrial Relations  
http://www.dir.ca.gov/CPIPL

Office of the Director, Research Unit  
P.O. Box 420603, San Francisco, California 94142

### CONSUMER PRICE INDEX - CALIFORNIA

Los Angeles-Long Beach-Anaheim, San Francisco-Oakland-Hayward, San Diego-Carlsbad, Riverside-San Bernardino-Ontario, United States City Average, 2021-2022

All Items  
1982 = 1984 = 100  
All Urban Consumers

Year	Month	California*	Los Angeles Long Beach Anaheim†	San Francisco Oakland Hayward†	San Diego Carlsbad*	Riverside San Bernardino Ontario*	U.S. City Average*
2021	January		280.178		307.688	109.550	261.582
2021	February	289.632	281.347	304.387			263.014
2021	March		282.648		315.035	110.981	264.877
2021	April	294.274	285.808	309.419			267.054
2021	May		287.620		317.141	113.222	269.195
2021	June	297.447	289.218	309.497			271.696
2021	July		290.890		323.906	114.662	273.003
2021	August	299.815	291.333	311.187			273.567
2021	September		292.209		324.138	115.557	274.310
2021	October	302.793	294.961	313.285			276.589
2021	November		296.790		326.422	117.206	277.948
2021	December	306.109	297.925	315.805			278.802
2021	<b>Annual Average</b>	<b>297.371</b>	<b>289.244</b>	<b>309.721</b>	<b>319.761</b>	<b>113.875</b>	<b>270.970</b>
2022	January		301.209		332.990	118.963	281.148
2022	February	311.048	302.194	320.195			283.716
2022	March		306.679		339.852	122.127	287.504
2022	April	316.847	308.302	324.878			289.109
2022	May		310.649		343.502	123.893	292.296
2022	June	322.043	314.072	330.539			296.311
2022	July		313.415		347.462	125.262	296.276
2022	August	322.275	313.608	328.871			296.111
2022	September		315.033		350.721	125.272	296.808
2022	October	324.819	317.014	332.062			298.012
2022	November		314.633		348.145	125.983	297.711
2022	December	323.148	312.601	331.222			296.797
2022	<b>Annual Average</b>	<b>319.224</b>	<b>310.782</b>	<b>327.060</b>	<b>344.416</b>	<b>123.794</b>	<b>292.655</b>

Date of last update: 2/14/2023

## CPI Calculation

- 297.371 (2021 Annual Avg.)
- 319.224 (2022 Annual Avg.)
- 21.853 (Points Increase)
- = **7.349%** Increase



## FUEL COMPONENT

• [https://data.bls.gov/timeseries/WPU057303?data\\_tool=XGtable](https://data.bls.gov/timeseries/WPU057303?data_tool=XGtable)

Item	Data Source	Beginning Period (Jan 06)	Current Period (Jan 23)	Index Change	% Increase	Beginning Fuel Component	Ending Fuel Component	Fuel Surcharge applied in 2022	Change for 2023
Diesel Fuel	PPI Commodity, #2 Diesel Series (WPU057303)	197.1	449.2	252.069	127.89%	3.57%	8.14%	6.60%	<b>1.536%</b>

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2013	318.9	342.4	321.0	318.3	307.7	304.8	311.6	319.3	328.0	318.4	307.0	314.7
2014	308.5	322.0	318.1	318.7	316.5	308.8	307.8	306.9	302.3	283.4	272.3	229.9
2015	182.6	191.5	193.1	183.8	202.6	198.7	194.0	189.2	169.4	173.5	167.4	130.8
2016	119.2	113.4	119.4	123.6	144.4	155.4	157.6	149.8	163.1	159.7	157.0	158.8
2017	161.1	163.5	161.3	162.9	173.6	171.5	179.6	188.9	204.2	213.5	223.7	232.8
2018	229.4	226.5	224.8	231.8	251.1	261.4	256.9	254.3	262.5	271.7	264.8	232.7
2019	201.1	218.3	239.3	237.7	235.0	204.4	220.0	207.2	218.4	220.5	223.1	231.1
2020	214.5	193.3	169.7	123.6	108.3	137.8	179.2	191.0	177.5	187.3	201.1	224.6
2021	232.9	264.4	304.1	282.0	318.8	317.8	326.966	322.279	334.175	374.107	366.731	346.234
2022	365.449	415.354	503.052	528.256	587.939	665.720	568.603	497.425	546.658	605.641	585.306	419.191(P)
2023	<b>449.163(P)</b>	<b>435.578(P)</b>	<b>405.302(P)</b>									

Fuel Adjustment Increase

## TOTAL RATE INCREASE

- **8.884%**
  - (CPI of 7.349%) + (Fuel Adj of 1.536%)
  - Effective: July 1st, 2023
- Example - Monthly Impact to Current Residential Rates

SERVICE LEVEL	CURRENT RATE	CPI/FUEL ADJ.	2023 RATE
35gal Senior	\$ 25.85	\$ 2.21	\$ 28.06
35gal	\$ 34.35	\$ 2.92	\$ 37.27
64gal	\$ 38.01	\$ 3.24	\$ 41.25
96gal	\$ 47.23	\$ 4.02	\$ 51.25



**RESOLUTION No. 2023-15**  
**of the Board of Directors**  
**of the Cameron Park Community Services District**  
**May 17, 2023**

**RESOLUTION ESTABLISHING RATES FOR THE COLLECTION OF SOLID WASTE WITHIN THE CAMERON PARK COMMUNITY SERVICES DISTRICT**

*WHEREAS*, the Cameron Park Community Services District (District) and Waste Connections of California, Inc., doing business as El Dorado Disposal Services (EDD), have entered into a Franchise Agreement for the collection of solid waste within the Cameron Park Community Services District; and

*WHEREAS*, EDD is entitled to request certain rate increases for CPI and fuel as outlined in the Agreement; and

*WHEREAS*, EDD has met the majority of Performance Standards, a qualifying condition for a rate adjustment; and

*WHEREAS*, EDD is requesting a Rate Adjustment as depicted below;

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

- A Rate Adjustment for CPI and fuel component effective July 1, 2023 for both commercial and residential accounts.

2023 PRICE INCREASE - COMMON MONTHLY RATE	CURRENT RATE (w/CPI & FUEL)	NEW RATE	CHANGE
35G CAN WEEKLY	\$ 34.35	\$ 37.27	\$ 2.92
35G CAN WEEKLY SR	\$ 25.86	\$ 28.06	\$ 2.20
64G CAN WEEKLY	\$ 38.01	\$ 41.25	\$ 3.24
96G CAN WEEKLY	\$ 47.23	\$ 51.25	\$ 4.02

*PASSED AND ADOPTED* by the Board of Directors of the Cameron Park Community Services District, at a regular scheduled meeting, held on the 17<sup>th</sup> day of May

2023, by the following vote of said Board:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

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Director Sidney Bazett, President  
Board of Directors

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André Pichly, General Manager  
Secretary to the Board



## Agenda Transmittal

**DATE:** May 17, 2023

**FROM:** André Pichly, General Manager  
Mike Blankenheim, Amador-El Dorado Fire Chief

**AGENDA ITEM #8:** APPROVE AN EXTENSION OF THE COOPERATIVE FIRE PROGRAMS FIRE PROTECTION REIMBURSEMENT AGREEMENT BETWEEN CAMERON PARK COMMUNITY SERVICES DISTRICT AND CAL FIRE

**RECOMMENDED ACTION:** Approve Resolution No. 2023-16

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**BUDGET ACCOUNT:** FIRE DEPARTMENT 3000; ACCOUNT 5236

**BUDGET IMPACT:** 5-Year CAL FIRE Agreement total: \$17,263,353.00; 5-Year JPA medic costs: \$1,063,978.71 (after Ambulance Services Joint Powers Authority payments). **Total cost for Agreement: \$16,199,374.30** (after Ambulance JPA payments)

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### 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. The discussion went to the Board of Directors on April 19, 2023 where direction was given to the General Manager to bring a resolution extending the current agreement between the District and CAL FIRE for an additional 5-years. This resolution is before the Board tonight for approval.

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. Historically, depending upon labor agreement changes, increased costs have occurred during the term of a CAL FIRE agreement.

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.

### REVENUE PROJECTIONS

Below is the revenue 5-year revenue projection from the Finance Officer for the Fire Department.

	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

### COST SAVING STRATEGIES and NEED FOR ADDITIONAL 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.

## DISCUSSION

The Agreement (also known as the LG-1) is a standard agreement developed by the State of California and indicates the not-to-exceed amount between the State and contracting agency. The amount indicated on this agreement is a not-to-exceed amount of \$25,815,068.00, which is a revised figure by the State of California in an effort to avoid any contract overages. This amount does not factor in some of the strategies that the Board of Directors is considering, such as the 9-person staffing model and the browning out of Station 88. These two strategies should help lower the cost to the District. An additional benefit of the 9-person staffing model is it should decrease the need for CAL FIRE staff to work overtime, which is one of the reasons for the increase by the State of the not-to-exceed amount. It also does not include the reimbursement amount of \$1,328,200.00 from the JPA for ambulance staffing

Factoring in the reduced cost from the 9-person staffing model, browning out Station 88, and the reimbursement amount of \$1,328,200.00 from the JPA for ambulance staffing, the cost to the District should be \$17,263,353.00. This amount is noted in the Budget Impact at

the beginning of this staff report. At the previous Board meeting the Budget Impact amount reported to be \$16,426,256.00. Again, the total amount of the contract is a not-to-exceed amount and the Board of Directors can implement the aforementioned strategies to help lower the cost to the District.

Over the next month or so, 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 committees will be involved in these discussions, making recommendations and suggesting changes. A 5-year agreement with CAL FIRE 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.

Should the Board of Directors move forward with this contract extension, it will give the District time to come up with a long term solution that not only addresses a strategy to fund its Fire Department, but is part of a larger solution to the District's overall structural deficit. This may include the Board of Directors and Staff considering the use of the RFP process in 3-years (2 years in advance of the expiration of a renewed 5-year agreement).

#### **RECOMMENDATION**

Staff is recommending that the Board of Directors approve Resolution No. 2023-16 to extend the Cooperative Fire Programs Fire Protection Reimbursement Agreement between the Cameron Park Community Services District and CAL FIRE, for the period from July 1, 2023, through June 30, 2028, and that the Board authorize President Sidney Bazett to execute the Agreement on behalf of the Board of Directors of the Cameron Park Community Services District.

#### **Attachment:**

- 8.a – DRAFT Cooperative Fire Programs Fire Protection Reimbursement Agreement (LG-1)
- 8.b – 9-person staffing and costs and JPA reimbursement
- 8.c – Resolution No. 2023-16

**COOPERATIVE FIRE PROGRAMS  
FIRE PROTECTION REIMBURSEMENT AGREEMENT**

LG-1 REV. 1/2023

AGREEMENT NUMBER
REGISTRATION NUMBER:

1. This Agreement is entered into between the State Agency and the Local Agency named below:

STATE AGENCY'S NAME

California Department of Forestry and Fire Protection – (CAL FIRE)

LOCAL AGENCY'S NAME

Cameron Park Community Services District

2. The term of this Agreement is: July 1<sup>st</sup> 2023 through June 30<sup>th</sup> 2028

3. The maximum amount of this Agreement is: \$ 25,815,068  
Twenty Five million Eight Hundred Fifteen Thousand and sixty eight dollars

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work – Includes page 2 (contact page) in count for Exhibit A	4	pages
Exhibit B – Budget Detail and Payment Provisions	2	pages
Exhibit C – General Terms and Conditions	7	pages
Exhibit D – Additional Provisions		pages
Exhibit E – Description of Other Services		pages

**IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.**

**LOCAL AGENCY**

**California Department of General  
Services Use Only**

LOCAL AGENCY'S NAME  
Cameron Park Community Services District

BY (Authorized Signature)

DATE SIGNED(Do not type)



PRINTED NAME AND TITLE OF PERSON SIGNING  
Sid Bazett

ADDRESS  
2502 Country Club Dr Cameron Park Ca 95682

**STATE OF CALIFORNIA**

AGENCY NAME  
California Department of Forestry and Fire Protection

BY (Authorized Signature)

DATE SIGNED(Do not type)



PRINTED NAME AND TITLE OF PERSON SIGNING  
Matthew Sully, Assistant Deputy Director, Cooperative Fire

ADDRESS P.O. Box 944246, Sacramento, CA 94244-2460

**EXHIBIT A**  
**COOPERATIVE FIRE PROGRAMS**  
**FIRE PROTECTION REIMBURSEMENT AGREEMENT**

The project representatives during the term of this agreement will be:

CAL FIRE Unit Chief:	AEU	Local Agency:	Cameron Park CSD
Name:	Mike Blankenheim	Name:	Andre Pichly
Phone:	530 644 2345	Phone:	530 677 2231
Fax:		Fax:	

All required correspondence shall be sent through U.S. Postal Service by certified mail and directed to:

CAL FIRE Unit Chief:	Mike Blankenheim	Local Agency:	Andre Pichly
Section/Unit:		Section/Unit:	
Attention:		Attention:	
Address:	2840 Mt Danher Camino Ca 95709	Address:	2502 Country Club Dr 95682
Phone:	530 644 2345	Phone:	530 677 2231
Fax:		Fax:	

Send an additional copy of all correspondence to:

**CAL FIRE**  
**Cooperative Fire Services**  
**P.O. Box 944246**  
**Sacramento, CA 94244-2460**

**AUTHORIZATION**

As used herein, Director shall mean Director of CAL FIRE. This agreement, its terms and conditions are authorized under the Public Resources Code Sections 4141, 4142, 4143 and 4144, as applicable.

**EXHIBIT A**  
**SCOPE OF WORK**

Under Public Resources Code Section 4114 and other provisions of law, STATE maintains fire prevention and fire suppression forces including the necessary equipment, personnel, and facilities required to prevent and extinguish forest fires.

The purpose of this agreement is to provide mutually advantageous fire and emergency services through an effective consolidated organization, wherein the STATE is primarily financially responsible for protecting natural resources from vegetation fires and the LOCAL AGENCY is primarily financially responsible for protecting life and property from fires and other emergencies. The LOCAL AGENCY shall have sole authority to establish the fire protection organization and structure needed to meet the determined level of service. This level of service may be based on the LOCAL AGENCY governing board's established fiscal parameters and assessment of risks and hazards. LOCAL AGENCY personnel providing services under this agreement may include any one or a combination of the following: regular employees, persons temporarily employed and commonly known as volunteers, paid-call firefighters, or others temporarily employed to perform any emergency work or emergency service including, but not limited to fire prevention, fire suppression and emergency medical response.

To comply with the STATE's mandate for full cost recovery of goods and services provided for others, the LOCAL AGENCY shall be responsible for all STATE costs, both direct and indirect, required to execute the terms of this agreement. These costs shall include, but not be limited to: required training and associated post coverage, employee uniform and Personal Protective Equipment (PPE) costs.

**1. FIRE PROTECTION SERVICES TO BE PROVIDED BY THE STATE**

STATE provides a modern, full service fire protection and emergency incident management agency that provides comprehensive fire protection and other emergency incident response. STATE designs regional fire protection solutions for urban and rural communities by efficiently utilizing all emergency protection resources. Regional solutions provide the most effective method of protecting the citizens of California at local, county and state levels.

Fire protection services to be provided by STATE under this agreement shall include the following: (check boxes below that apply)

1) Emergency Fire Protection, Medical and Rescue Response: services include commercial, residential, and wildland fire protection, prevention and investigation; hazardous materials incident response; emergency vehicle extrication; hazardous conditions response (flooding, downed power lines, earthquake, terrorist incident, etc.); emergency medical and rescue response; and public service assistance. Also included are management support services that include fire department administration, training and safety, personnel, finance and logistical support.

2) Basic Life Support Services: emergency medical technician (EMT) level emergency medical response providing first aid, basic life support (BLS), airway management, administration of oxygen, bleeding control, and life support system stabilization until patients are transported to the nearest emergency care facility.

3) Advanced Life Support Services: paramedic level emergency medical response providing early advanced airway management, intravenous drug therapy, and life support system stabilization until patients are transported to the nearest emergency care facility.

4) Dispatch Services: provide fire department 9-1-1 emergency dispatch by CAL FIRE Fire/Emergency Command Center (ECC). CAL FIRE will be responsible for fire/emergency

dispatching emergency resource units covered under this agreement. The CAL FIRE ECC is staffed with a Battalion Chief, three or more Fire Captains and Communications Operators to provide 24/7 year-round coverage. There is always an officer of Captain rank or higher to serve as the shift supervisor and command officer. CAL FIRE uses an integrated Computer Aided Dispatch (CAD) system using the latest technology, to direct the closest available resources to all emergency incidents.

5) Fire Code Inspection, Prevention and Enforcement Services: CAL FIRE has staff Fire Inspectors serving under the direction of the LOCAL AGENCY Fire Marshal to provide services to the area covered by this agreement. Fire Code Enforcement will normally be available five days per week, with emergency or scheduled enforcement inspections available seven days per week. Fire Prevention and Investigation services will be provided by CAL FIRE Prevention Officers trained in arson, commercial, and wildland fire investigation. Officers are available by appointment for site visits and consultations. Officers are trained at CAL FIRE's Peace Officer Standard Training (POST) certified law enforcement training academy and they cooperate effectively with all local, state and federal law enforcement agencies.

6) Land Use/ Pre-Fire Planning Services – CAL FIRE staff will provide community land use planning, administration of Pre-Fire project work, including community outreach, development of community education programs, project quality control, maintenance of project records and submittal of progress reports, completion of required environmental documentation, acquisition of required permits and completion of other associated administrative duties.

7) Disaster planning services (listed in Exhibit E, Description of Other Services, attached hereto and made a part of this agreement)

8) Specific service descriptions and staffing coverage, by station (listed in Exhibit E, Description of Other Services, attached hereto and made a part of this agreement)

9) Extended Fire Protection Service Availability (Amador)

## **2. ADMINISTRATION**

Under the requirements of California Public Resources Code Section 4114 and other provisions of law, STATE maintains fire prevention and firefighting services as outlined in Exhibit D, Schedule B of this agreement.

- A. Director shall select and employ a Region Chief who shall, under the direction of the Director/Chief Deputy Director, manage all aspects of fire prevention and fire protection services and forestry-related programs.
- B. Director will select and employ a Unit Chief who shall, under the supervision and direction of Director/Region Chief or a lawful representative, have charge of the organization described in Exhibit D, Schedules A, B and C included hereto and made a part of this agreement.
- C. LOCAL AGENCY shall appoint the Unit Chief as the LOCAL AGENCY Fire Chief for all Emergency Fire Protection, Medical and Rescue Response Agreements, pursuant to applicable statutory authority. The Unit Chief may delegate this responsibility to qualified staff.
- D. The Unit Chief may dispatch personnel and equipment listed in Exhibit D, Schedules A, B and C from the assigned station or location under guidelines established by LOCAL AGENCY and approved by STATE. Personnel and/or equipment listed in Exhibit D, Schedule B may be dispatched at the sole discretion of STATE.



- E. The Unit Chief shall exercise professional judgment consistent with STATE policy and his or her employment by STATE in authorizing or making any assignments to emergencies and other responses, including assignments made in response to requests for mutual aid.
- F. Except as may be otherwise provided for in this agreement, STATE shall not incur any obligation on the part of LOCAL AGENCY to pay for any labor, materials, supplies or services beyond the total set forth in the respective Exhibit D, Schedules A and C, as to the services to be rendered pursuant to each Schedule.
- G. Nothing herein shall alter or amend or be construed to alter or amend any Collective Bargaining Agreement or Memorandum of Understanding between the State of California and its employees under the State Employer-Employee Relations Act.

### **3. SUPPRESSION COST RECOVERY**

As provided in Health and Safety Code (H&SC) Section 13009, STATE may bring an action for collection of suppression costs of any fire caused by negligence, violation of law, or failure to correct noticed fire safety violations. When using LOCAL AGENCY equipment and personnel under the terms of this agreement, STATE may, at the request of LOCAL AGENCY, bring such an action for collection of costs incurred by LOCAL AGENCY. In such a case LOCAL AGENCY appoints and designates STATE as its agent in said collection proceedings. In the event of recovery, STATE shall deduct fees and litigation costs in a proportional percentage amount based on verifiable and justifiable suppression costs for the fire at issue. These recovery costs are for services provided which are beyond the scope of those covered by the local government administrative fee.

In all such instances, STATE shall give timely notice of the possible application of H&SC Section 13009 to the representative designated by LOCAL AGENCY.

### **4. MUTUAL AID**

When rendering mutual aid or assistance as authorized in H&SC Sections 13050 and 13054, STATE may, at the request of LOCAL AGENCY, demand payment of charges and seek reimbursement of LOCAL AGENCY costs for personnel, equipment and operating expenses as funded herein, under authority given by H&SC Sections 13051 and 13054. STATE, in seeking said reimbursement pursuant to such request of LOCAL AGENCY, shall represent LOCAL AGENCY by following the procedures set forth in H&SC Section 13052. Any recovery of LOCAL AGENCY costs, less expenses, shall be paid or credited to LOCAL AGENCY, as directed by LOCAL AGENCY.

In all such instances, STATE shall give timely notice of the possible application of H&SC Sections 13051 and 13054 to the officer designated by LOCAL AGENCY.

### **5. PROPERTY PURCHASE AND ACCOUNTING**

LOCAL AGENCY shall be responsible for all costs associated with property required by personnel to carry out this agreement. Employee uniform costs will be assessed to the LOCAL AGENCY through the agreement billing process. Personal Protective Equipment (PPE) costs shall be the responsibility of the LOCAL AGENCY. By mutual agreement, PPE meeting the minimum specifications established by the STATE may be purchased directly by the LOCAL AGENCY. Alternately, the STATE will supply all PPE and the LOCAL AGENCY will be billed for costs incurred.

All property provided by LOCAL AGENCY and by STATE for the purpose of providing fire protection services shall be marked and accounted for by the Unit Chief in such a manner as to conform to the regulations, if any, established by the parties for the segregation, care, and use of the respective properties.

**EXHIBIT B**  
**BUDGET DETAIL AND PAYMENT PROVISIONS**

**1. PAYMENT FOR SERVICES**

- A. LOCAL AGENCY shall pay STATE actual cost for fire protection services pursuant to this agreement an amount not to exceed that set forth in Exhibit D, Schedule A for each fiscal year. STATE shall prepare an Exhibit D, Schedule A each year, which shall be the basis for payment for the entire fiscal year for which services are provided.
- B. Any other funds designated by LOCAL AGENCY to be expended under the supervision of or for use by a Unit Chief for fire protection services shall be set forth in Exhibit D, Schedule C. This clause shall not limit the right of LOCAL AGENCY to make additional expenditures, whether under Exhibit D, Schedule C or otherwise.
- C. STATE shall invoice LOCAL AGENCY for the cost of fire protection services on a quarterly basis as follows:
- 1) For actual services rendered by STATE during the period of July 1 through September 30, by an invoice filed with LOCAL AGENCY on or after December 10.
  - 2) For actual services rendered by STATE during the period October 1 through December 31, by an invoice filed with LOCAL AGENCY on or after December 31.
  - 3) For actual services rendered by STATE during the period January 1 through March 31, by an invoice filed with LOCAL AGENCY on or after March 31.
  - 4) For the estimated cost of services during the period April 1 through June 30, by an invoice filed in advance with LOCAL AGENCY on or after March 1.
  - 5) A final statement shall be filed with LOCAL AGENCY by October 1 following the close of the fiscal year, reconciling the payments made by LOCAL AGENCY with the cost of the actual services rendered by STATE and including any other costs as provided herein, giving credit for all payments made by LOCAL AGENCY and claiming the balance due to STATE, if any, or refunding to LOCAL AGENCY the amount of any overpayment.
  - 6) All payments by LOCAL AGENCY shall be made within thirty (30) days of receipt of invoice from STATE, or within thirty (30) days after the filing dates specified above, whichever is later.
  - 7) The STATE reserves the right to adjust the frequency of billing and payment to a monthly cycle with a thirty (30) day written notice to the LOCAL AGENCY when:
    - a. The Director predicts a cash flow shortage, or
    - b. When determined by the Region Chief, after consulting with the Unit Chief and the LOCAL AGENCY Contract Administrator, that the LOCAL AGENCY may not have the financial ability to support the contract at the contract level.
- D. Invoices shall include actual or estimated costs as provided herein of salaries and employee benefits for those personnel employed, charges for operating expenses and equipment and the administrative charge in accordance with Exhibit D, Schedule A. When "contractual rates" are indicated, the rate shall be based on an average salary plus all benefits. "Contractual rates" means an all-inclusive rate established in Exhibit D, Schedule A for total costs to STATE, per specified position, for 24-hour fire protection services during the period covered.

- E. STATE shall credit the LOCAL AGENCY, or cover behind at no cost, for the costs of Non-post (e.g. Fire Marshal, Training Officer, etc.) positions and equipment assigned to STATE responsibility fires or other STATE funded emergency incidents. The STATE shall notify the LOCAL AGENCY when this occurs.

**2. COST OF OPERATING AND MAINTAINING EQUIPMENT AND PROPERTY**

The cost of maintaining, operating, and replacing any and all property and equipment, real or personal, furnished by the parties hereto for fire protection purposes, shall be borne by the party owning or furnishing such property or equipment unless otherwise provided for herein or by separate written agreement.

**3. BUDGET CONTINGENCY CLAUSE**

- A. If the LOCAL AGENCY's governing authority does not appropriate sufficient funds for the current year or any subsequent years covered under this Agreement, which results in an inability to pay the STATE for the services specified in this Agreement, the LOCAL AGENCY shall promptly notify the STATE and this Agreement will terminate pursuant to the notice periods required herein.
- B. If funding for any fiscal year is reduced or deleted by the LOCAL AGENCY for purposes of this program, the LOCAL AGENCY shall promptly notify the STATE, and the STATE shall have the option to either cancel this Agreement with no liability occurring to the STATE, or offer an agreement amendment to LOCAL AGENCY to reflect the reduced amount, pursuant to the notice terms herein.
- C. If the STATE Budget Act does not appropriate sufficient funds to provide the services for the current year or any subsequent years covered under this Agreement, which results in an inability to provide the services specified in this Agreement to the LOCAL AGENCY, the STATE shall promptly notify the LOCAL AGENCY, and this Agreement will terminate pursuant to the notice periods required herein.
- D. If funding for any fiscal year is reduced or deleted by the STATE Budget Act for purposes of this program, the STATE shall promptly notify the LOCAL AGENCY, and the LOCAL AGENCY shall have the option to either cancel this Agreement with no liability occurring to the LOCAL AGENCY, or offer an agreement amendment to LOCAL AGENCY to reflect the reduced services, pursuant to the notice terms herein.
- E. Notwithstanding the foregoing provisions in paragraphs A and B above, the LOCAL AGENCY shall remain responsible for payment for all services actually rendered by the STATE under this Agreement regardless of LOCAL AGENCY funding being reduced, deleted or not otherwise appropriated for this program. The LOCAL AGENCY shall promptly notify the STATE in writing of any budgetary changes that would impact this Agreement.
- F. LOCAL AGENCY and STATE agree that this Budget Contingency Clause shall not relieve or excuse either party from its obligation(s) to provide timely notice as may be required elsewhere in this Agreement.

**EXHIBIT C**  
**GENERAL TERMS AND CONDITIONS**

1. **APPROVAL**: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. STATE will not commence performance until such approval has been obtained.
2. **AMENDMENT**: This agreement may be amended by mutual consent of LOCAL AGENCY and STATE. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

If during the term of this agreement LOCAL AGENCY shall desire a reduction in STATE civil service employees assigned to the organization provided for in Exhibit D, Schedule A, LOCAL AGENCY shall provide 120 days written notice of the requested reduction. Notification shall include the following: (1) The total amount of reduction; (2) The firm effective date of the reduction; and (3) The number of employees, by classification, affected by a reduction. If such notice is not provided, LOCAL AGENCY shall reimburse STATE for relocation costs incurred by STATE as a result of the reduction. Personnel reductions resulting solely from an increase in STATE employee salaries or STATE expenses occurring after signing this agreement and set forth in Exhibit D, Schedule A to this agreement shall not be subject to relocation expense reimbursement by LOCAL AGENCY.

If during the term of this agreement costs to LOCAL AGENCY set forth in any Exhibit D, Schedule A to this agreement increase and LOCAL AGENCY, in its sole discretion, determines it cannot meet such increase without reducing services provided by STATE, LOCAL AGENCY shall within one hundred twenty (120) days of receipt of such Schedule notify STATE and designate which adjustments shall be made to bring costs to the necessary level. If such designation is not received by STATE within the period specified, STATE shall reduce services in its sole discretion to permit continued operation within available funds.

3. **ASSIGNMENT**: This Agreement is not assignable by the LOCAL AGENCY either in whole or in part, without the consent of the STATE in the form of a formal written amendment.
4. **EXTENSION OF AGREEMENT**:
  - A. One year prior to the date of expiration of this agreement, LOCAL AGENCY shall give STATE written notice of whether LOCAL AGENCY will extend or enter into a new agreement with STATE for fire protection services and, if so, whether LOCAL AGENCY intends to change the level of fire protection services from that provided by this agreement. If this agreement is executed with less than one year remaining on the term of the agreement, LOCAL AGENCY shall provide this written notice at the time it signs the agreement and the one year notice requirement shall not apply.
  - B. If LOCAL AGENCY fails to provide the notice, as defined above in (A), STATE shall have the option to extend this agreement for a period of up to one year from the original termination date and to continue providing services at the same or reduced level as STATE determines would be appropriate during the extended period of this agreement. Six months prior to the date of expiration of this agreement, or any extension hereof, STATE shall give written notice to LOCAL AGENCY of any extension of this agreement and any change in the level of fire protection services STATE will provide during the extended period of this agreement. Services provided and obligations incurred by STATE during an extended period shall be accepted by LOCAL AGENCY as services and obligations under the terms of this agreement.

- C. The cost of services provided by STATE during the extended period shall be based upon the amounts that would have been charged LOCAL AGENCY during the fiscal year in which the extended period falls had the agreement been extended pursuant hereto. Payment by LOCAL AGENCY for services rendered by STATE during the extended period shall be as provided in Exhibit B, Section 1, B of this agreement.
5. **AUDIT:** STATE, including the Department of General Services and the Bureau of State Audits, and LOCAL AGENCY agree that their designated representative shall have the right to review and to copy any records and supporting documentation of the other party hereto, pertaining to the performance of this agreement. STATE and LOCAL AGENCY agree to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated, and to allow the auditor(s) of the other party access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. STATE and LOCAL AGENCY agree to a similar right to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
6. **INDEMNIFICATION:** Each party, to the extent permitted by law, agrees to indemnify, defend and save harmless the other party, its officers, agents and employees from (1) any and all claims for economic losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers and any other person, firm, or corporation furnishing or supplying work services, materials or supplies to that party and (2) from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by that party, in the performance of any activities of that party under this agreement, except where such injury or damage arose from the sole negligence or willful misconduct attributable to the other party or from acts not within the scope of duties to be performed pursuant to this agreement; and (3) each party shall be responsible for any and all claims that may arise from the behavior and/or performance of its respective employees during and in the course of their employment to this cooperative agreement.
7. **DISPUTES:** LOCAL AGENCY shall select and appoint a "Contract Administrator" who shall, under the supervision and direction of LOCAL AGENCY, be available for contract resolution or policy intervention with the STATE's Region Chief when, upon determination by the designated STATE representative, the Unit Chief acting as LOCAL AGENCY's Fire Chief under this agreement faces a situation in which a decision to serve the interest of LOCAL AGENCY has the potential to conflict with STATE interest or policy. Any dispute concerning a question of fact arising under the terms of this agreement which is not disposed of within a reasonable period of time by the LOCAL AGENCY and STATE employees normally responsible for the administration of this agreement shall be brought to the attention of the CAL FIRE Director or designee and the Chief Executive Officer (or designated representative) of the LOCAL AGENCY for joint resolution. For purposes of this provision, a "reasonable period of time" shall be ten (10) calendar days or less. STATE and LOCAL AGENCY agree to continue with the responsibilities under this Agreement during any dispute.
8. **TERMINATION FOR CAUSE/CANCELLATION:**
- A. If LOCAL AGENCY fails to remit payments in accordance with any part of this agreement, STATE may terminate this agreement and all related services upon 60 days written notice to LOCAL AGENCY. Termination of this agreement does not relieve LOCAL AGENCY from providing STATE full compensation in accordance with terms of this agreement for services actually rendered by STATE pursuant to this agreement.

B. This agreement may be cancelled at the option of either STATE or LOCAL AGENCY at any time during its term, with or without cause, on giving one year's written notice to the other party. Either LOCAL AGENCY or STATE electing to cancel this agreement shall give one year's written notice to the other party prior to cancellation.

9. **INDEPENDENT CONTRACTOR**: Unless otherwise provided in this agreement LOCAL AGENCY and the agents and employees of LOCAL AGENCY, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the STATE.

10. **NON-DISCRIMINATION CLAUSE**: During the performance of this agreement, LOCAL AGENCY shall be an equal opportunity employer and shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS) mental disability, medical condition (e.g.cancer), age (over 40), marital status, denial of family care leave, veteran status, sexual orientation, and sexual identity. LOCAL AGENCY shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. LOCAL AGENCY shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. LOCAL AGENCY shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

In addition, LOCAL AGENCY acknowledges that it has obligations relating to ethics, Equal Employment Opportunity (EEO), the Fire Fighter's Bill of Rights Act (FFBOR), and the Peace Officer's Bill of Rights Act (POBOR). LOCAL AGENCY shall ensure that its employees comply with all the legal obligations relating to these areas. LOCAL AGENCY shall ensure that its employees are provided appropriate training.

11. **TIMELINESS**: Time is of the essence in the performance of this agreement.

12. **COMPENSATION**: The consideration to be paid STATE, as provided herein, shall be in compensation for all of STATE's expenses incurred in the performance hereof, including travel, per Diem, and taxes, unless otherwise expressly so provided.

13. **GOVERNING LAW**: This agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

14. **CHILD SUPPORT COMPLIANCE ACT**: "For any Agreement in excess of \$100,000, the LOCAL AGENCY acknowledges in accordance with Public Contract Code 7110, that:

A. The LOCAL AGENCY recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

B. The LOCAL AGENCY, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department."

15. **UNENFORCEABLE PROVISION**: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

16. **COMPLIANCE WITH THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)**

The STATE and LOCAL AGENCY have a responsibility to comply with the provisions of the 1996 Federal Health Insurance Portability and Accountability Act (HIPAA) and the 2001 State Health Insurance Portability and Accountability Implementation Act. HIPAA provisions become applicable once the association and relationships of the health care providers are determined by the LOCAL AGENCY. It is the LOCAL AGENCY'S responsibility to determine their status as a "covered entity" and the relationships of personnel as "health care providers", "health care clearinghouse", "hybrid entities", business associates", or "trading partners". STATE personnel assigned to fill the LOCAL AGENCY'S positions within this Agreement, and their supervisors, may fall under the requirements of HIPAA based on the LOCAL AGENCY'S status. It is the LOCAL AGENCY'S responsibility to identify, notify, train, and provide all necessary policy and procedures to the STATE personnel that fall under HIPAA requirements so that they can comply with the required security and privacy standards of the act.

17. **LIABILITY INSURANCE**

The STATE and LOCAL AGENCY shall each provide proof of insurance in a form acceptable to the other party at no cost one to the other, to cover all services provided and use of local government facilities covered by this agreement. If LOCAL AGENCY is insured and/or self-insured in whole or in part for any losses, LOCAL AGENCY shall provide a completed Certification of Self Insurance (Exhibit D, Schedule E) or certificate of insurance, executed by a duly authorized officer of LOCAL AGENCY. Upon request of LOCAL AGENCY the STATE shall provide a letter from DGS, Office Risk and Insurance Management executed by a duly authorized officer of STATE. If commercially insured in whole or in part, a certificate of such coverage executed by the insurer or its authorized representative shall be provided.

Said commercial insurance or self-insurance coverage of the LOCAL AGENCY shall include the following:

- A. Fire protection and emergency services - Any commercial insurance shall provide at least general liability for \$5,000,000 combined single limit per occurrence.
- B. Dispatch services – Any commercial insurance shall provide at least general liability for \$1,000,000 combined single limit per occurrence.
- C. The CAL FIRE, State of California, its officers, agents, employees, and servants are included as additional insured's for purposes of this contract.
- D. The STATE shall receive thirty (30) days prior written notice of any cancellation or change to the policy at the addresses listed on page 2 of this agreement.

18. **WORKERS COMPENSATION**: (only applies where local government employees/volunteers are supervised by CAL FIRE, as listed in Exhibit D Schedule C. STATE contract employees' workers compensation is included as part of the contract personnel benefit rate).

- A. Workers' Compensation and related benefits for those persons, whose use or employment is contemplated herein, shall be provided in the manner prescribed by California Labor Codes, State Interagency Agreements and other related laws, rules, insurance policies, collective bargaining agreements, and memorandums of understanding.

- B. The STATE Unit Chief administering the organization provided for in this agreement shall not use, dispatch or direct any non STATE employees, on any work which is deemed to be the responsibility of LOCAL AGENCY, unless and until LOCAL AGENCY provides for Workers' Compensation benefits at no cost to STATE. In the event STATE is held liable, in whole or in part, for the payment of any Worker's Compensation claim or award arising from the injury or death of any such worker, LOCAL AGENCY agrees to compensate STATE for the full amount of such liability.
- C. The STATE /LOCAL AGENCY shall receive proof of Worker's Compensation coverage and shall be notified of any cancellation and change of coverage at the addresses listed in Section 1.

19. **CONFLICT OF INTEREST**: LOCAL AGENCY needs to be aware of the following provisions regarding current or former state employees. If LOCAL AGENCY has any questions on the status of any person rendering services or involved with the Agreement, the STATE must be contacted immediately for clarification.

Current State Employees (Public Contract Code §10410):

- 1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Public Contract Code §10411):

- 1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If LOCAL AGENCY violates any provisions of above paragraphs, such action by LOCAL AGENCY shall render this Agreement void. (Public Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Public Contract Code §10430 (e))

20. **LABOR CODE/WORKERS' COMPENSATION**: LOCAL AGENCY needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and LOCAL AGENCY affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

21. **AMERICANS WITH DISABILITIES ACT**: LOCAL AGENCY assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis



of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

22. **LOCAL AGENCY NAME CHANGE**: An amendment is required to change the LOCAL AGENCY'S name as listed on this Agreement. Upon receipt of legal documentation of the name change the STATE will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.
23. **RESOLUTION**: A county, city, district, or other local public body must provide the STATE with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.
24. **AIR OR WATER POLLUTION VIOLATION**: Under the State laws, the LOCAL AGENCY shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.
25. **AFFIRMATIVE ACTION**. STATE certifies its compliance with applicable federal and State hiring requirements for persons with disabilities, and is deemed by LOCAL AGENCY to be in compliance with the provisions of LOCAL AGENCY'S Affirmative Action Program for Vendors.
26. **DRUG AND ALCOHOL-FREE WORKPLACE**. As a material condition of this Agreement, STATE agrees that it and its employees, while performing service for LOCAL AGENCY, on LOCAL AGENCY property, or while using LOCAL AGENCY equipment, shall comply with STATE's Employee Rules of Conduct as they relate to the possession, use, or consumption of drugs and alcohol.
27. **ZERO TOLERANCE FOR FRAUDULENT CONDUCT IN LOCAL AGENCY SERVICES**. STATE shall comply with any applicable "Zero Tolerance for Fraudulent Conduct in LOCAL AGENCY Services." There shall be "Zero Tolerance" for fraud committed by contractors in the administration of LOCAL AGENCY programs and the provision of LOCAL AGENCY services. Upon proven instances of fraud committed by the STATE in connection with performance under the Agreement, the Agreement may be terminated consistent with the termination for cause/cancellation term, Exhibit C, section 8, subsection B, of Cooperative Fire Programs Fire Protection Reimbursement Agreement, LG-1, between the California Department of Forestry and Fire Protection (CAL FIRE) and the LOCAL AGENCY.
28. **CONFIDENTIAL INFORMATION**. "Confidential information" means information designated by CAL FIRE and/or the LOCAL AGENCY disclosure of which is restricted, prohibited or privileged by State and federal law. Confidential Information includes, but is not limited to, information exempt from disclosure under the California Public Records Act (Government Code Sections 6250 et seq.) Confidential Information includes but is not limited to all records as defined in Government Code section 6252 as well as verbal communication of Confidential Information. Any exchange of Confidential Information between parties shall not constitute a "waiver" of any exemption pursuant to Government Code section 6254.5

CAL FIRE and LOCAL AGENCY personnel allowed access to information designated as Confidential Information shall be limited to those persons with a demonstrable business need for such access. CAL FIRE and LOCAL AGENCY agree to provide a list of authorized personnel in writing as required by Government Code section 6254.5(e). CAL FIRE and the LOCAL

AGENCY agree to take all necessary measures to protect Confidential Information and shall impose all the requirements of this Agreement on all of their respective officers, employees and agents with regards to access to the Confidential Information. A Party to this Contract who experiences a security breach involving Confidential Information covered by this Contract, agrees to promptly notify the other Party of such breach

29. **ENTIRE AGREEMENT**: This agreement contains the whole agreement between the Parties. It cancels and supersedes any previous agreement for the same or similar services.

**EXHIBIT D**  
**ADDITIONAL PROVISIONS**

**EXCISE TAX:** State of California is exempt from federal excise taxes, and no payment will be made for any taxes levied on employees' wages. STATE will pay any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this agreement. The STATE may pay any applicable sales and use tax imposed by another state.

**Schedules**

The following Schedules are included as part of this agreement (check boxes if they apply):

- A. Fiscal Display, PRC 4142 AND/OR PRC 4144** - STATE provided LOCAL AGENCY funded fire protection services. STATE-owned vehicles shall be operated and maintained in accordance with policies of STATE at rates listed in Exhibit D, Schedule A.
- B. STATE Funded Resource** - A listing of personnel, crews and major facilities of the STATE overlapping or adjacent to the local agency area that may form a reciprocal part of this agreement.
- C. LOCAL AGENCY Provided Local Funded Resources** - A listing of services, personnel, equipment and expenses, which are paid directly by the local agency, but which are under the supervision of the Unit Chief.
- D. LOCAL AGENCY Owned STATE Maintained Vehicles** - Vehicle information pertaining to maintenance responsibilities and procedures for local agency-owned vehicles that may be a part of the agreement.

LOCAL AGENCY-owned firefighting vehicles shall meet and be maintained to meet minimum safety standards set forth in Title 49, Code of Federal Regulations; and Titles 8 and 13, California Code of Regulations.

LOCAL AGENCY-owned vehicles that are furnished to the STATE shall be maintained and operated in accordance to LOCAL AGENCY policies. In the event LOCAL AGENCY does not have such policies, LOCAL AGENCY-owned vehicles shall be maintained and operated in accordance with STATE policies. The cost of said vehicle maintenance and operation shall be at actual cost or at rates listed in Exhibit D, Schedule D.

Exhibit D, Schedule D is incorporated into this section if LOCAL AGENCY-owned vehicles listed in Exhibit D, Schedule D are to be operated, maintained, and repaired by STATE.

LOCAL AGENCY assumes full responsibility for all liabilities associated therewith in accordance with California Vehicle Code Sections 17000, 17001 et seq. STATE employees operating LOCAL AGENCY-owned vehicles shall be deemed employees of LOCAL AGENCY, as defined in Vehicle Code Section 17000. Except where LOCAL AGENCY would have no duty to indemnify STATE under Exhibit C, Section 6 for all LOCAL AGENCY-owned vehicles operated or used by employees of STATE under this agreement.

LOCAL AGENCY employees, who are under the supervision of the Unit Chief and operating STATE-owned motor vehicles, as a part of the duties and in connection with fire protection and other emergency services, shall be deemed employees of STATE, as defined in Vehicle Code Section 17000 for acts or omissions in the use of such vehicles. Except where STATE would have no duty to indemnify LOCAL AGENCY under Exhibit C, Section 6.

- E. Certification of Insurance** - Provider Insurance Certification and/or proof of self-insurance.

Contractor Name: Cameron Park Community Services District

Contract No:

Page No.:

**EXHIBIT E**  
**DESCRIPTION OF OTHER SERVICES**

Cost for CAL FIRE contract

Unit: Amador El Dorado

Cameron Park CSD

Agreement Total \$17,263,353

Contract No.:

Page No.:

Fiscal Year 23/24		Fiscal Year 24/25 (+5%)		Fiscal Year 25/26 (+5%)	
PS 1 Total	\$3,097,607	PS 1 Total	\$3,252,488	PS 1 Total	\$3,415,112
OE 1 Total	\$26,624	OE 1 Total	\$27,956	OE 1 Total	\$29,353
<b>TOTAL</b>	<b>\$3,124,232</b>	<b>TOTAL</b>	<b>\$3,280,443</b>	<b>TOTAL</b>	<b>\$3,444,466</b>

Fiscal Year 26/27 (+5%)		Fiscal Year 27/28 (+5%)	
PS 1 Total	\$3,585,868	PS 1 Total	\$3,765,161
OE 1 Total	\$30,821	OE 1 Total	\$32,362
<b>TOTAL</b>	<b>\$3,616,689</b>	<b>TOTAL</b>	<b>\$3,797,523</b>

Cost for JPA for Cameron Park (does not include reimbursement)

Unit:

Contract Name:

Cameron Park JPA

Agreement Total \$8,551,715

Contract No.:

Page No.:

Fiscal Year 23/24		Fiscal Year 24/25 (+5%)		Fiscal Year 25/26 (+5%)	
PS 1 Total	\$1,533,122	PS 1 Total	\$1,609,779	PS 1 Total	\$1,690,267
OE 1 Total	\$14,522	OE 1 Total	\$15,249	OE 1 Total	\$16,011
<b>TOTAL</b>	<b>\$1,547,645</b>	<b>TOTAL</b>	<b>\$1,625,027</b>	<b>TOTAL</b>	<b>\$1,706,278</b>

Fiscal Year 26/27 (+5%)		Fiscal Year 27/28 (+5%)	
PS 1 Total	\$1,774,781	PS 1 Total	\$1,863,520
OE 1 Total	\$16,812	OE 1 Total	\$17,652
<b>TOTAL</b>	<b>\$1,791,592</b>	<b>TOTAL</b>	<b>\$1,881,172</b>

RESOLUTION NO. 2023-16  
OF THE BOARD OF DIRECTORS  
OF THE CAMERON PARK COMMUNITY SERVICES DISTRICT  
May 17, 2023

**RESOLUTION APPROVING THE EXTENSION OF  
THE COOPERATIVE FIRE PROGRAMS FIRE PROTECTION  
REIMBURSEMENT AGREEMENT BETWEEN  
CAMERON PARK COMMUNITY SERVICES DISTRICT AND CAL FIRE**

**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 Board of Directors of the Cameron Park Community Services District approved a Cooperative Fire Programs Fire Protection Reimbursement Agreement (Agreement) between the Cameron Park Community Services District and CAL FIRE, from July 1, 2018 to June 30, 2023; and

**WHEREAS**, the current Cooperative Fire Programs Fire Protection Reimbursement Agreement is set to expire on June 30, 2023;

**WHEREAS**, the District intends to continue collaborative partnership with CAL Fire for an additional 5-years; and

**WHEREAS**, the District intends to implement changes to the District's current and future budgets to align the District's revenues and expenditures to prevent further erosion of the District's fund balance.

**WHEREAS**, those implemented changes will include a 9-person staffing model and the browning out of Station 88, all while keeping ambulance service within the District.

**NOW, THEREFORE BE IT RESOLVED**, that the Board of Directors of the Cameron Park Community Services District hereby approves an extension of the Cooperative Fire Programs Fire Protection Reimbursement Agreement (Agreement) between the Cameron Park Community Services District and CAL FIRE, for the period from July 1, 2023, through June 30, 2028; and

***BE IT FURTHER RESOLVED***, that the Board authorizes President Sidney Bazett to execute the Agreement on behalf of the Board of Directors of the Cameron Park Community Services District.

***PASSED AND ADOPTED*** BY THE Board of Directors of the Cameron Park Community Services District at a meeting held on 17<sup>th</sup> day of May 2023, by the following vote of said Board:

AYES:

NOES:

ABSENT:

ATTEST:

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Sidney Bazett, President  
Board of Directors

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André Pichly, General Manager  
Secretary to the Board





## Agenda Transmittal

**DATE:** May 17, 2023

**FROM:** André Pichly, General Manager

**AGENDA ITEM #9:** **FIRST READING OF AN AMENDMENT TO ORDINANCE NO. 2001-01 PERTAINING TO CONDUCT IN PARKS SECTION 5, CONDUCT – GENERALLY, WHICH UPDATES THE LANGUAGE USED THROUGHOUT THE ORDINANCNE AND TO RESTRICT THE USE OF A PUBLIC PARK IN CAMERON PARK FOR COMMERCIAL WITHOUT APPROVAL BY THE GENERAL MANAGER AND A CONTRACTURAL AGREEMENT WITH THE DISTRICT**

**RECOMMENDED ACTION:**

- Receive, discuss and provide the first reading of the amendment to Ordinance No. 2001-01, first adopted on May 7, 2001, and amended to include Section 5 on May 5, 2007.
- Schedule second reading of the Ordinance and adoption for the June 21, 2023, regular Board meeting along with a resolution authorizing the adoption of the amendment to Ordinance No. 2001-01 Conduct in Parks, Section 5.

### **Introduction and Background**

Public parks are spaces set aside for the use and enjoyment of community members. Parks provide outdoor spaces to play and exercise, and they allow access to the serenity and inspiration of nature. Public parks are spaces managed by agencies, such as the Cameron Park Community Services District, on behalf of the community members it serves. As such, public parks in Cameron Park are the property of the Cameron Park Community Services District, and use of parks is conditional.

On June 6, 2022, staff asked that the Parks and Recreation Committee review and comment on Ordinance No. 2001-01 , Section 5: Conduct - Generally, and consider the list of 24 different prohibited activities ranging from making fires to responsibilities of animal owners to the posting of handbills. Staff expressed concern that the list was missing language that would prohibit or restrict activities in Cameron Park public parks for commercial use without the consent or approval of the CSD. Staff recommended

that there should be controls over private individuals or businesses using CSD-owned parks in a profit-making venture, regardless of how profitable that venture was. As the CSD owns the parks in this community, staff recommended that the Parks and Recreation Committee consider language that could be used in an amendment to the Section 5 of Ordinance No. 2001-01. The Committee asked that the entire ordinance be reviewed by staff, brought up to modern standards, and brought back to a future Parks and Recreation Committee meeting for review and endorsement before this item move forward to the Board.

### **Discussion**

The amendment would prohibit commercial activities in public parks without permission and prior agreement with the Cameron Park Community Services District and would allow the CSD to address the individuals and private businesses that might use CSD parks for commercial gain, and to cease use of CSD parks and facilities unless an agreement has been reached between the two parties, executed by the CSD, and that the private party has provided the CSD with a certificate of insurance listing the Cameron Park Community Services District as the additionally insured. These additions are in **bold** under items Y and Z on attachment 9.c. In addition, Section 5 has been reviewed and cleaned up to be clear and easily understood – those changes are not noted as they were numerous.

### **Fiscal Impact**

The District would incur the cost of publishing in the Mountain Democrat the notice for a public hearing at the Board meetings and, if approved, the notice that the ordinance has been approved. We estimate this to be less than \$500.

### **Attachments:**

9.a – Ordinance 2001-01, adopted May 7, 2001

9.b – Amended Ordinance 2001-01, adding Section 5, adopted May 5, 2007

9.c – Section 5 of Ordinance No. 2001-01, recommended revisions/amendment

## ORDINANCE NO. 2001-01

AN ORDINANCE OF THE BOARD OF DIRECTORS  
OF THE CAMERON PARK COMMUNITY SERVICES DISTRICT  
DISTRICT PERTAINING TO CONDUCT IN PARKS

BE IT ORDAINED by the Board of Directors of the Cameron Park Community Services District as follows:

That Ordinance Number 2001-01 of the Cameron Park Community Services District is adopted as follows:

SECTION 1. Authority and purpose. Government Code Section 53069.4 and 61621.5 empowers the district's board to adopt and enforce ordinances necessary for the administration, government and protection of all property, improvements and facilities under its management or belonging to the district. The purpose of this ordinance is to establish a body of law denoting prohibited conduct on district property and provide for the enforcement and punishment for violations.

SECTION 2. Definitions. For purposes of this ordinance, the following words and phrases shall have the meanings respectively ascribed to them by this section:

“**General manager**” means the person appointed by the district board to serve in such position or his or her designee.

“**Park**” means all grounds, roadways, parks, buildings, and school facilities when they are in use as recreational facilities, and all areas under the control, management or direction of the district board.

“**Person**” means a person or persons, association, partnership, joint venture, entity, firm and corporation.

SECTION 3. Rules and policies to be obeyed. It shall be unlawful for any person to disobey or violate any of the rules, policies or regulations of the district board governing the use and enjoyment of any park, grounds or recreation center governing the use and enjoyment of any building, structure, equipment, apparatus or appliances there on, which rules or regulations at the time are posted in some conspicuous place in the park, roadway, grounds or recreation center, or in or near the building, structure, equipment, apparatus or appliances which the rule or regulation applies.

SECTION 4. Signs and notices to be obeyed. It shall be unlawful for any person to disobey any instruction, sign or notice posted by the general manager, or his or her designee, in any park, roadway, grounds or recreation center, or in any building, structure, construction or erection thereon for the control, management, or direction of such park, roadway, grounds, recreation center, building, structure, construction or erection.

SECTION 5. Conduct – Generally. It shall be unlawful for any person, within the limits of any park, or within any property or facility which is owned, leased, under the control of, maintained or operated by the Cameron Park Community Services District, to do any of the following:

J. Skateboards, skates and roller blades. No person shall ride a skateboard, skates or roller blades in any park in an unsafe hazardous manner so as to endanger the person or others or in an area specifically prohibiting same. Any person riding a skateboard,

skates, or roller blades in the park or in a skateboard facility must wear a helmet, elbow pads, and knee pads, and any person failing to do so will be subject to citation.

SECTION 7. Violations; penalties. Except where a specific provision relating to enforcement and penalty is otherwise expressly provided in this ordinance, whenever any act is prohibited, or is made or declared to be unlawful, or an offense, or the doing of any act is required, or the failure to do any act is declared to be unlawful, where no specific penalty is provided, any violation of this ordinance, or any other ordinance of the district, is an infraction punishable by a fine not to exceed \$100 dollars. All misdemeanors are punishable by a fine not to exceed two hundred dollars or by imprisonment in the county jail for a period not to exceed one month, or by both such fine and imprisonment. Each day on which a violation occurs is a separate offense.

A. Expulsion. In addition to any other penalty for a violation of this ordinance, the general manager, or his or her designees, including contractors, referees, umpires and other sports officials empowered to do so, may require the violator to immediately leave the park or facility and to remain out of the park or facility for the remainder of the day on which the violation occurred. It shall be a misdemeanor for any person so expelled to return to the park or facility the same day after having been lawfully ordered to leave.

Section 9: Effective date. This ordinance is declared to be a public emergency ordinance necessary for the public safety of the people and for the support of local government and its public institutions, is declared to be urgent, an emergency exists, and this ordinance shall take effect and be in full force upon its passage and publication in its entirety as provided by law.

Adopted by the Board of Directors of the Cameron Park Community Services District at a special meeting on the 7th day of May, 2001.

AYES: 5  
NOES: 0  
ABSENT:  
ABSTAINING:

K E Cater  
Kenneth Cater, President

Attest:

Jerry McBride

**ORDINANCE NO. 2001-01 - AMENDMENT**

**AN ORDINANCE OF THE BOARD OF DIRECTORS OF THE CAMERON PARK COMMUNITY SERVICES DISTRICT PERTAINING TO CONDUCT IN PARKS.**

***BE IT ORDAINED*** by the Board of Directors of the Cameron Park Community Services District as follows:

That Ordinance Number 2001-01 of the Cameron Park Community Services District is adopted as follows:

**SECTION 1. Authority and Purpose.** Government Code Section 53069.4 and 61621.5 empowers the district's board to adopt and enforce ordinances necessary for the administration, government and protection of all property, improvements and facilities under its management or belonging to the district. The purpose of this ordinance is to establish a body of law denoting prohibited conduct on district property and provide for the enforcement and punishment for violations.

**SECTION 2. Definitions.** For purposes of this ordinance, the following words and phrases shall have the meanings respectively ascribed to them by this section:

“General Manager” means the person appointed by the district board to serve in such position or his or her designee.

“Park/Facilities” means all grounds, roadways, parks, buildings, and school facilities when they are in use as recreational facilities, and all areas under the control, management or direction of the district board.

“Person” means a person or persons, association, partnership, joint venture, entity, firm and corporation.

**SECTION 3. Rules and Policies to Be Obeyed.** It shall be unlawful for any person to disobey or violate any of the rules, policies or regulations of the district board governing the use and enjoyment of any park, grounds or recreation center governing the use and enjoyment of any building, structure, equipment, apparatus or appliances there on, which rules or regulations at the time are posted in some conspicuous place in the park, roadway, grounds or recreation center, or in or near the building, structure, equipment, apparatus or appliances which the rule or regulation applies.

**SECTION 4. Signs and Notices to Be Obeyed.** It shall be unlawful for any person to disobey any instruction, sign or notice posted by the general manager, or his or her designee, in any park, roadway, grounds or recreation center, or in any building, structure, construction or erection thereon for the control, management, or direction of such park, roadway, grounds, recreation center, building, structure, construction or

erection. It shall be unlawful for any person to remove any sign without written authority.

**SECTION 5. Conduct – Generally.** It shall be unlawful for any person, within the limits of any park, or within any property or facility which is owned, leased, under the control of, maintained or operated by the Cameron Park Community Services District, to do any of the following:

- A. Fires. No person shall make or kindle a fire within any park except in stoves or other facilities specifically provided by the district or in a container/BBQ commercially manufactured for such purposes.
- B. Closed To Public. No person shall enter any park or area of any park which is closed to the public.
- C. Firearms, Weapons, and Fireworks. No person shall carry or discharge any firearm, rifle, pistol, sling shot, bow and arrow or other similar device or rocket, torpedo or other type of explosive without the prior written permission of the general manager nor shall any person carry into or use any other object within a park with the intent of disturbing the peace of any person by means of noise or otherwise. This prohibition shall not apply to persons engaging in or traveling to target practice conducted in accordance with appropriate standards of safety at an archery, skeet, or target range authorized and provided by the district for such purpose; nor within the scope of official duties. Any device carried into or used within a park in violation of these provisions is subject to confiscation by any law enforcement officer or duly authorized district employee and, in the event thereof, shall be thereafter disposed of in accordance with the law, including without limitation any applicable district regulation. Violation of this subsection shall be punished as a misdemeanor.
- D. Alcohol. No person shall possess or consume any alcoholic beverages in any area, park roadway, grounds or recreation center, or in any building or structure, thereon, where it is expressly prohibited and posted as such, without first obtaining a permit to do so from the general manager.
- E. Noise. No person shall willfully make or continue a loud, unnecessary, or unusual noise or indulge in riotous, boisterous, threatening, or indecent conduct, or abusive, threatening, profane, or indecent language within a park in such a manner as to disturb the public peace or to materially disrupt the quiet enjoyment of reasonable persons of normal sensitivity who are lawfully present in the park or on nearby properties.
- F. Amplified Sound In Parks. No person shall cause the amplification of sound within a park if the noise level caused thereby causes discomfort or annoyance to any considerable number of reasonable persons of normal sensitivity

lawfully present in the park or disturbs the public peace or materially disturbs the quiet of such persons, except pursuant to a permit issued by the general manager. The general manager may impose reasonable conditions, in writing, in any permit including designating the location of each bandstand and gathering, and the position of each loudspeaker so as to cause the least amount of disturbance to other persons, both within and without the park.

- G. Public Use Roads. The provisions of the California Vehicle Code shall be applicable in all parks upon any roadway, or place which is publicly maintained and open to the use of the public for vehicular travel. Violations of the Vehicle code within a park shall be enforced and prosecuted in accordance with the provisions thereof. Appropriate signs shall be posted advising of any vehicular travel restrictions in force.
- H. Non-Public Roads. No person shall drive or otherwise operate a vehicle in a park, upon any surface other than those maintained and open to the public for purposes of vehicular travel. This provision does not apply to any electrically driven wheelchair carrying a physically incapacitated person.
- I. Skateboards, Skates and Roller Blades. No person shall ride a skateboard, skates or roller blades in any park in an unsafe hazardous manner so as to endanger the person or others or in an area specifically prohibiting same. Any person riding a skateboard, skates, or roller blades in the park or in a skateboard facility must wear a helmet, elbow pads, and knee pads, and any person failing to do so will be subject to citation.
- J. Bicycles. No person shall ride a bicycle within a park where it is expressly prohibited.
- K. Prohibition of Animals in Parks, Exceptions. No person shall cause, permit or allow any animal owned or possessed by him, or any animal in the custody or control of such person, to be present in any park except:
  - 1. Equine animals being led or ridden under reasonable control upon a bridle path, trail or center authorized and provided for such purpose;
  - 2. Dogs are prohibited on all park/facilities where posted as such. Specially trained service dogs which are being used by totally or partially blind, deaf, hearing impaired or physically handicapped persons to aid and/or guide them in their movements shall be permitted in all areas;
  - 3. In connection with specific activities authorized by the general manager and when acting in accordance with all conditions attached to such authorization.

L. Responsibilities of Animal Owner. Each person who owns or has custody, possession, or control of an animal within a park shall not permit such animal to:

- 1) Allow any such animals to be unleashed/restrained
- 2) Annoy, harass, nip, maul, or bite any person or persons;
- 3) Damage or destroy any property or thing of value;
- 4) Disturb the peace and quiet of others by loud barking or making of unusual noises; and
- 5) Defecate without promptly collecting, removing, and properly disposing of all such fecal matter.

M. Protection of Animals in Park. No person shall hunt, frighten, chase, set a snare for, catch, injure, or maltreat any domestic or other animal within a park, nor shall any person fish with hook and line, seine, trap, spear or net, or by any other means, in any pond, lake, stream, or water within a park, except at a place specifically designated and provided for such purpose. Law enforcement personnel, animal control officers, district employees and contractors acting within the scope of their official duties or district contract obligations are accepted from this prohibition. A violation of this subsection shall be a misdemeanor.

N. Damaging Property Prohibited. No person shall cut, break, injure, deface, or disturb any tree, shrub, plant, rock, building, cage, pen, monument, fence, bench, or other structure, apparatus, or property, or pluck, pull up, cut, take or remove any shrub, bush, plant, flower, or mark or write upon, paint, or deface in any manner any building, monument, fence, bench, or other structure within a park; district employees and contractors for the district acting within the scope of a contract with the district excepted. Violation of this subsection shall be a misdemeanor.

O. Damaging, Disturbing Land Prohibited. No person shall cut or remove any wood, turf, grass, soil, rock, sand, gravel, or fertilizer from a park or from any place within a park; district employees and contractors for the district acting within the scope of a contract with the district excepted.

P. Water Activities. No person shall swim, fish in, bathe, wade, row, sail, or operate any boat, craft or other device, on or in any pond, lake, stream or water within or into a park, except at such place or places designed and provided by the district for such use; nor shall any person pollute the water of any fountain, pond, lake, stream, or reservoir within a park.



- Q. Prohibited Presence. No person shall tent, camp, lodge, or otherwise be present in any park after dusk. or before 7 a.m. or at times otherwise posted, except when lawfully in attendance at an event permitting such approved by the general manager.
- R. Waste Liquids and Refuse. No person shall dispose of dishwater or other waste liquids or dispose of any garbage, empty container, or other solid waste material within a park, other than in receptacles or other facilities provided for such disposal.
- S. Hazardous Activities. No person shall engage in model airplane flying, propelling a rocket or missile of any type, driving of golf balls, archery or any game of a hazardous nature within a park, except at such places as shall be specifically designated and authorized by the district for such purpose.
- T. Posting of Handbills, Advertising. It is unlawful for any person to distribute, cause to be distributed, or suffer, allow or permit the distribution of any handbill, dodger, circular, booklet, card, pamphlet, sheet or written or printed notice advertising any commodity, article, merchandise, business activity, person or thing in or upon any park, grounds or recreation center, or to post or affix cause to be posted or affixed or permit to be posted or affixed to any tree, shrub, plant, fence, building, structure, monument, wall, tablet, apparatus, bridge, post, hole, bench, gate or other physical object with any park, grounds or recreation center any handbill, dodger, circular, booklet, card, pamphlet, sheet or written or printed notice advertising any commodity, article, merchandise, business, person, thing or activity unless written permission is obtained from the general manager.
- U. Meetings. No person shall hold any meeting, services, concert, exercise, parade, or exhibition in any park or facility without prior written authorization from the general manager, except that this subsection shall not be construed to deprive any person of a right protected by state or federal law or Constitution.
- V. Restroom Use. No person, excepting children six years of age or younger accompanied in such facility by an adult or persons requiring handicapped assistance, shall use any restroom, washroom, or dressing facility within a park when the same has been designated for persons of the opposite sex.
- W. Glass Containers. No person shall transport into or dispose of within any beach or swimming area, a food or drink container made wholly or partially of glass, whether or not such container is empty, partially filled, or full; excepting baby bottles or medicine containers.
- X. Smoking, Chewing Tobacco, Snuff; Spitting. No person shall smoke, chew, dip, expectorate, partake or indulge in tobacco in any form in any district building or facility in any area signed as prohibiting such. It shall be unlawful

for any person to litter, extinguish, dispose of or expectorate tobacco in any form in an unsafe or unsanitary manner.

**SECTION 6. Delegation of Authority.** The general manager may delegate authority to grant any permission required under this ordinance for a particular activity to an employee or employees of the district.

**SECTION 7. Violations / Penalties.** Except where a specific provision relating to enforcement and penalty is otherwise expressly provided in this ordinance, whenever any act is prohibited, or is made or declared to be unlawful, or an offense, or the doing of any act is required, or the failure to do any act is declared to be unlawful, where no specific penalty is provided, any violation of this ordinance, or any other ordinance of the district, is an infraction punishable by a fine not to exceed \$100 dollars. All misdemeanors are punishable by a fine not to exceed two hundred dollars or by imprisonment in the county jail for a period not to exceed thirty days, or by both such fine and imprisonment. Each alleged violation is a separate offense.

- A. Expulsion. In addition to any other penalty for a violation of this ordinance, the general manager, or his or her designees, including contractors, referees, umpires and other sports officials empowered to do so, may require the violator to immediately leave the park or facility and to remain out of the park or facility for the remainder of the day on which the violation occurred. It shall be a misdemeanor for any person so expelled to return to the park or facility the same day after having been lawfully ordered to leave.

**SECTION 8. Enforcement.** The board of directors of the district may, by resolution, designate that class of district employees, who shall be empowered to exercise such arrest and citation authority in accordance with Penal Code 836.5 and state law for infraction and misdemeanor violations of district or county ordinances, or state law committed within a district park or facility. The general manager shall cause to be administered a special enforcement training program designated to instruct each employee who will exercise such arrest and citation authority regarding the provisions of the of the statues and ordinances to be enforced, the evidentiary prerequisites to proper procedures for making arrest or otherwise prudently exercising such arrest and citation authority and the legal and practical ramifications and limitations attendant thereto.

The general manager shall have the primary responsibility for the administration of the ordinance and other ordinances of the district unless otherwise specifically stated therein.

**SECTION 9: Effective Date.** This ordinance is declared to be a public emergency ordinance necessary for the public safety of the people and for the support of local government and its public institutions, is declared to be urgent, an emergency exists, and this ordinance shall take effect and be in full force upon its passage and publication in its entirety as provided by law.

Adopted by the Board of Directors of the Cameron Park Community Services District at a regular scheduled meeting on the 8<sup>th</sup> day of August, 2001.

AYES: Directors Cater, Beardsley, Damato

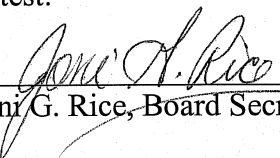
NOES: None

ABSENT: Directors Scharf, McGinnis

ABSTAIN: None

  
\_\_\_\_\_  
Kenneth Cater, President

Attest:

  
\_\_\_\_\_  
Joni G. Rice, Board Secretary

## Attachment 9.c

**SECTION 5. Conduct - Generally.** It is unlawful for any person, within the limits of any Cameron Park Community Services District park, or within any property or facility which is owned, leased, under the control of, maintained or operated by the Cameron Park Community Services District, to do any of the following:

- A. Fires. No person shall make or kindle a fire within any park except in stoves or other facilities specifically provided by the District or in a container/BBQ commercially manufactured for such purposes.
- B. Closed To Public. No person shall enter any park or area of any park which is closed to the public.
- C. Firearms, Weapons, and Fireworks. No person shall carry or discharge any firearm, rifle, pistol, bow and arrow or other similar device that launches a projectile without the prior written permission of the General Manager, nor shall any person carry into or use any other object within a park with the intent of disturbing the peace of any person by means of noise or otherwise. This prohibition shall not apply to persons engaging in or traveling to target practice conducted in accordance with appropriate standards of safety at an archery, range authorized and provided by the District for such purpose; nor within the scope of official duties. Any device carried into or used within a park in violation of these provisions is subject to confiscation by any law enforcement officer and such weapons or fireworks shall be disposed of in accordance with the law, including without limitation any applicable District regulation. Persons in violation of this subsection are subject to arrest and fines by law enforcement.
- D. Alcohol. No person shall possess or consume any alcoholic beverages in any area, park roadway, grounds or recreation center, or in any building or structure where it is expressly prohibited and posted as such, without first obtaining a permit to do so from the General Manager.
- E. Noise. No person shall willfully make or continue a loud, unnecessary, or unusual noise or indulge in riotous, boisterous, threatening, or indecent conduct, or abusive, threatening, profane, or indecent language within a park in such a manner as to disturb the public peace or to materially disrupt the quiet enjoyment of reasonable persons of normal sensitivity who are lawfully present in the park or on nearby properties.

## Attachment 9.c

- F. **Amplified Sound In Parks.** No person shall use amplification equipment within a park if the noise level caused thereby causes discomfort or annoyance to any considerable number of reasonable persons of normal sensitivity lawfully present in the park or disturbs the public peace or materially disturbs the quiet of such persons, except pursuant to a permit issued by the General Manager. The General Manager may impose reasonable conditions, in writing, in any permit including designating the location of each permitted gathering, and the position of each speaker so as to cause the least amount of disturbance to other persons, both within and outside the park.
- G. **Public Use Roads.** The provisions of the California Vehicle Code shall be applicable in all parks upon any roadway, or place which is publicly maintained and open to the use of the public for vehicular travel. Violations of the Vehicle code within a park shall be enforced and prosecuted in accordance with the provisions of the State of California. Appropriate signs shall be posted advising of any vehicular travel restrictions in force.
- H. **Non-Public Roads.** No person shall drive or otherwise operate a vehicle in a park, upon any surface other than those maintained and open to the public for purposes of vehicular travel. This provision does not apply to any electrically driven wheelchair carrying a person with limited physical mobility.
- I. **Skateboards, Skates and Roller Blades.** No person shall ride a skateboard, in-line or roller skates in any park in an unsafe hazardous manner so as to endanger the person skating or others or in an area specifically prohibiting skating or skateboarding. Any person riding a skateboard, in-line or roller skates in the park or in a skateboard facility must wear a helmet, elbow pads, and knee pads, and any person failing to do so will be subject to citation.
- J. **Bicycles.** No person shall ride a bicycle within a park where it is expressly prohibited.
- K. **Prohibition of Animals in Parks, Exceptions.** No person shall bring any domesticated animals in any park except:
1. Equine animals (horses or ponies) being led or ridden under reasonable control upon a bridle path, trail or center authorized and provided for such purpose;
  2. Dogs are prohibited on all park/facilities where posted as such. Specially trained service dogs which are being used by totally or partially blind, deaf, hearing

## Attachment 9.c

impaired or physically handicapped persons to aid and/or guide them in their movements shall be permitted in all areas;

3. In connection with specific activities authorized by the General Manager and when acting in accordance with all conditions attached to such authorization.

L. Responsibilities of Animal Owner. Each person who owns or has custody, possession, or control of an animal within a park where such animals are permitted shall not allow the animal to:

- 1) be unleashed/restrained
- 2) annoy, harass, nip, maul, or bite any person or persons;
- 3) damage or destroy any property or thing of value;
- 4) disturb the peace and quiet of others by allowing or encouraging the loud barking or making of unusual noises; and
- 5) defecate without promptly collecting, removing, and properly disposing of all such fecal matter.

M. Protection of Animals in Park. No person shall hunt, frighten, chase, trap, injure, or mistreat any domestic or wild animal within a park, nor shall any person trap or fish with hook and line, trap, spear or net, or by any other means, in any pond, lake, stream, or water within a park. Fishing with hook and line is permitted at Cameron Park Lake. Law enforcement personnel, animal control officers, District employees and contractors acting with expressed written permission from the District are exempt from this prohibition. A violation of this subsection shall be subject to arrest and fines by law enforcement.

N. Damaging Property Prohibited. No person intentionally damage any tree, shrub, plant, rock, building, cage, pen, monument, fence, bench, or other structure, apparatus, on District property No person shall damage or remove any shrub, bush, plant, flower, or mark or write upon, paint, or deface in any manner any building, monument, fence, bench, or other structure within a park; A violation of this subsection shall be subject to arrest and fines by law enforcement.

O. Damaging, Disturbing Land Prohibited. No person shall cut or remove any wood, turf, grass, soil, rock, sand, gravel, or fertilizer from a park or from any place within a park; A violation of this subsection shall be subject to arrest and fines by law enforcement.

## Attachment 9.c

- P. Water Activities. No person shall swim, fish in, bathe, wade, row, sail, or operate any boat, craft or other device, on or in any pond, lake, stream or water within or into a park, except at such place or places designed and provided by the District for such use; nor shall any person pollute the water of any fountain, pond, lake, stream, or reservoir within a park.
- Q. Prohibited Presence. No person shall tent, camp, lodge, or otherwise be present in any park after dusk or before 7 a.m. or at times otherwise posted, except when lawfully in attendance at an event permitting such approved by the General Manager.
- R. Waste Liquids and Refuse. No person shall dispose of dishwater or other waste liquids or dispose of any garbage, empty container, or other solid waste material within a park, other than in receptacles or other facilities provided for such disposal.
- S. Hazardous Activities. No person shall engage in model airplane flying, propelling a rocket or missile of any type, driving of golf balls, archery or any game of a hazardous nature within a park, except at such places as shall be specifically designated and authorized by the district for such purpose.
- T. Posting of Handbills or Advertising. It is unlawful for any person to distribute, cause to be distributed, allow or permit the distribution of any promotional materials or written/printed notice advertising any commodity, article, merchandise, business activity, person or thing in any park or District building, or on any tree, shrub, plant, fence, building, structure, or other such physical object with any park or District building, unless written permission is obtained from the General Manager.
- U. Meetings. No person shall hold any meeting, services, concert, exercise, parade, or exhibition in any park or facility without prior written authorization from the General Manager, except that this subsection shall not be construed to deprive any person of a right protected by state or federal law or Constitution.
- V. Restroom Use. No person, excepting children six years of age or younger accompanied in such facility by an adult or persons requiring handicapped assistance, shall use any restroom, washroom, or dressing facility within a park when the same has been designated for persons of the opposite sex.

## Attachment 9.c

- W. Glass Containers. No person shall transport into or dispose of within any swimming area, a food or drink container made wholly or partially of glass, whether or not such container is empty, partially filled, or full.
- X. Smoking, Chewing Tobacco; and Spitting. No person shall smoke, chew, dip, spit, partake or indulge in tobacco in any form in any District building or facility in any area signed as prohibiting the use of tobacco products. It shall be unlawful for any person to litter, extinguish, dispose of or spit tobacco in any form in an unsafe or unsanitary manner.
- Y. **Commercial activities without prior approval through an agreement with the District is prohibited. Private individuals and businesses must obtain permission and prior agreement with the District. Violators will be asked to cease use of parks and facilities unless and until an agreement has been reached between the two parties, executed by the District, and that the private party has provided the District with a certificate of insurance listing the Cameron Park Community Services District as the additionally insured.**
- a. **Within the boundaries of any park or recreation facility, no person shall sell, vend, peddle, expose, offer for sale, or distribute after sale to the public, any merchandise, service, or property, or sell tickets for any event, nor shall any person distribute, circulate, give away, throw, or deposit in or on any park facility any handbills, circulars, pamphlets, papers, or advertisements, which material calls the public attention in any way to any article or service for sale or hire, nor within any park facility shall any person solicit or collect donations of money or other goods from the public, without expressed approval of the General Manager for such activity within the specific park or recreation facility or as part of a Cameron Park Community Services District sponsored event.**
- Z. **A request for approval, as required by this section, shall be submitted to the General Manager for any activity which requires a written contractual agreement. The General Manager may approve any request unless, in the discretion of the General Manager, the request is an unusual one which should be submitted to the Board of Directors for consideration and approval.**





## Agenda Transmittal

**DATE:** May 17, 2023

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

**AGENDA ITEM #10:** CULVERT & ROADWAY REPAIR AT CAMERON PARK LAKE

**RECOMMENDED ACTION:** APPROVE RESOLUTION 2023 -18

### Introduction

The major storm that impacted the Cameron Park area on Saturday, December 31, 2022, caused damage to District parks and facilities. The most significant damage was to the entry road at Cameron Park Lake where an 8 x 8 x 12-foot section of roadway collapsed due to a failed culvert that conveyed water in Deer Creek under the roadway and into the Lake inlet. Staff's concern when this came to the Board on February 15<sup>th</sup> was that erosion of the wash-out was expanding and concerns for both safety and conditions worsening as they would relate to the eventual repairs.





### **Background**

The General Manager directed the Parks & Facilities Superintendent to contact a local contractor that was repairing similar storm damage to Latrobe Road. After meeting with a representative for the contractor and subsequent discussions with the GM, the contractor confirmed that the project is well within their abilities to effect complete repairs.



The contractor provided a cost estimate to fix the damaged culverts and road, and return them to their original configuration. The work performed was as follows:

- Dammed up the existing water flow in the culverts and pumped water over to the lake.
- Removed the damaged culverts and hauled them off site.
- Graded the inlet and outlet to existing flow line and removed all sediment building-up from storms and hauled off site.
- Installed 2 new 60" squash culverts under the existing utilities.
- Repaired broken conduits for power and communications.
- Filled with 2 sac slurry to the top of the culverts.
- Installed concrete to the slopes of the inlets and outlets.
- Covered the drive isle with 3/4" aggregate base to within 4-inches of finish grade and then paved the roadway.
- Replaced the fence using as much existing material as possible.







Throughout the process the contractor coordinated work with PG&E and EID as needed. The repairs began on April 24<sup>th</sup> and were completed by May 2<sup>nd</sup>.

### **Fiscal Impact**

The initial cost estimate from the contractor for all repairs is quoted at \$155,000, plus \$5,500.00 to repair the cement pipe that supplies water to the fire hydrant (the repair to the pipe, even though the line was abandoned, was to have an additional EID water source available should an additional water supply become necessary). Staff are working with the County of El Dorado OES and FEMA to complete the proper documentation and procedures to secure disaster assistance funds that could be used to reimburse the District.

A detail that was not known prior to the meetings with our FEMA representative (and which we were only informed of at our April 18<sup>th</sup> virtual meeting) is that after 60 days from the time of the damage is reported to FEMA, the federal government will only reimburse the District for up to 75% of the cost. The other 25% will be covered by the State of California (18.5 %) and the District (6.5%). In addition to submitting invoice to FEMA, staff will need to follow the process to secure reimbursement funds from the State

of California to reimburse the 18.5% of the cost of the project. Our colleagues with the El Dorado Water Agency will help guide us through the state's application process.

**Recommendation**

Staff recommends that the Board of Directors approve Resolution No. 2023-18 to ratify and affirm all actions of the Board of Directors and General Manager resulting in the successful repair of to the culvert, roadway and water main due to storm damage sustained at Cameron Park Lake.

**Attachments**

10.a – Resolution No. 2023-18

**RESOLUTION NO. 2023-18**  
**of the Board of Directors**  
**of the Cameron Park Community Services District**  
**May 17, 2023**

**RATIFYING AND AFFIRMING THE REPAIR CONTRACT BETWEEN DOUG VEERKAMP ENGINEERING, INC. AND THE CAMERON PARK COMMUNITY SERVICES DISTRICT FOR REPAIRS TO THE CULVERT, ROADWAY, AND WATER MAIN DUE TO STORM DAMAGE SUSTAINED AT CAMERON PARK LAKE**

**WHEREAS**, the Cameron Park Community Services District is committed to maintaining quality parks and recreation facilities and ensuring that all ingress and egress of said facilities are safe and accessible; and

**WHEREAS**, a major storm that impacted the Cameron Park area on Saturday, December 31, 2022, caused damage to District parks and facilities, with the most significant damage to the entry road at Cameron Park Lake where a large section of roadway collapsed due to a failed culvert that conveyed water in Deer Creek under the roadway and into the aforementioned lake; and

**WHEREAS**, on January 4, 2023, Governor Gavin Newsom proclaimed a State of Emergency throughout California due to storms imperiling life and safety by bringing heavy rainfall, flooding, strong winds, and falling debris, and on January 8, 2023, the President of the United States declared an emergency in California due to said storms and storm damage; and

**WHEREAS**, District policy 3005.5 permits the declaration of an “District Emergency” by the Cameron Park Community Park District Board of Directors when conditions exist within the District which imperil the health or safety of District staff or community members: and

**WHEREAS**, the Board of Directors, by way of Resolution No. 2023-09, declared that an emergency exists throughout Cameron Park Community Services District as a result of storms, storm damage, and flooding; and

**WHEREAS**, that the Board of Directors authorized the General Manager to take all actions necessary and seek additional sources for assistance in order to protect life, health, and wellbeing of the citizens of Cameron Park, as well as public property and infrastructure, and was authorized to coordinate with other local and state authorities and entities in order to assist and acquire resources for doing so; and

**WHEREAS**, the Federal Emergency Management Agency (FEMA) will reimburse local agencies for like-for-like repairs in Counties where an emergency has been declared by the President of the United States, of which El Dorado County was one of those counties; and

**WHEREAS**, the General Manager directed the Parks & Facilities Superintendent to contact a local contractor, Doug Veerkamp Engineering, Inc., who confirmed that the project is well within their abilities to effect complete repairs; and

**WHEREAS**, Doug Veerkamp Engineering, Inc., provided a cost estimate for a like-for-like repair; and

**WHEREAS**, the General Manager authorized the repair project for the entry road at Cameron Park Lake for an amount not to exceed \$155,000.00 for the repair of the culvert and roadway, and \$5,500.00 for the repair of a broken water main at the site of the culvert and roadway repair for a total not-to-exceed amount of \$160,500.00, and

**WHEREAS**, Doug Veerkamp Engineering, Inc., began repairs on April 24 2023, and completed said repairs on May 2, 2023.

**NOW, THEREFORE, THE BOARD OF DIRECTORS OF** the Cameron Park Community Services District do hereby ratify and affirm all actions of the Board of Directors and General Manager in the successful repair of to the culvert, roadway and water main due to storm damage sustained at Cameron Park Lake.

**PASSED AND ADOPTED** by the Board of Directors of Cameron Park Community Services District, this 17th day of May 2023, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

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Director Sidney Bazett, President  
Board of Directors

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André Pichly  
General Manager





## **Agenda Transmittal**

**DATE:** May 17, 2023

**FROM:** André Pichly, General Manager

**AGENDA ITEM #11:** EMPLOYMENT AGREEMENT FOR INTERIM GENERAL MANAGER

**RECOMMENDED ACTION:** APPROVE RESOLUTION NO. 2023-19 AND EMPLOYMENT AGREEMENT

### **BACKGROUND**

As needed, government agencies will hire executive professionals to fill a specific position on an interim basis until a permanent executive can be brought under contract. The interim General Manager is a limited time position and will “keep things going” until the next general Manager can be hired.

Two Board members interviewed two potential interim candidates and had information from a third interested individual. After discussing the interviews with the full Board, a majority of the Board made the decision to offer the interim role to Jill Ritzman.

### **DISCUSSION**

Jill Ritzman was employed as the general manager of the Cameron Park Community Services District from December 2017 until February of 2022. She left the District in good standing and is familiar with the operations of the organization, how to work with Board and Committees, knows most of the current staff, and has good knowledge of the Cameron Park community.

### **FISCAL IMPACT**

The terms agreed to will include Ms. Ritzman being compensated at a \$60.00 hourly rate, plus \$100.00 cell allowance. She may be reimbursed for mileage as needed. No other costs for her service is anticipated.

### **RECOMMENDATION**

Staff recommends that the Board of Directors approve Resolution No. 2023-19 and authorize Board President Sidney Bazett to sign the Interim General Manager Employment Agreement between the District and Jill Ritzman.

Attachments:

11.a– Interim General Manager Employment Agreement

11.b –Resolution No. 2023-19

**INTERIM GENERAL MANAGER EMPLOYMENT AGREEMENT**

This Interim General Manager Employment Agreement (“Agreement”) is made as of May 17, 2023, by and between **Cameron Park Community Services District (“District”)**, and Jill Ritzman (“**Employee**”). The District and Employee may be referred to at times individually as the “Party” or collectively as the “Parties.”

The Effective Date of this Agreement shall be May 30, 2023, regardless of the date on which this Agreement is fully executed.

**RECITALS**

WHEREAS, the District is a California community services district formed pursuant to California statute;

WHEREAS, the District’s current General Manager, Andre Pichly, is retiring effective June 23, 2023;

WHEREAS, the District anticipates that it will not be able to fill the General Manager position immediately upon the retirement of the current General Manager;

WHEREAS, the District needs to appoint a duly qualified Interim General Manager who will oversee the day-to-day management of the District until the position of General Manager is filled by a long-term employee;

WHEREAS, the District considered multiple candidates for the position of Interim General Manager, including without limitation, said candidates’ skills, experience, knowledge, qualifications, and availability to meet the District’s needs and challenges;

WHEREAS, Employee previously served as the District’s General Manager for approximately four years;

WHEREAS, Employee has the skills, experience, knowledge, qualifications, and availability necessary for the position of Interim General Manager and has accepted the District’s offer to serve as such;

NOW, THEREFORE, in consideration of the recitals above and the mutual covenants and agreements set forth herein, the Parties agree to the terms and conditions set forth below.

**ARTICLE I**  
**EMPLOYEE’S DUTIES**

1.1 Duties. During the term of this Agreement, Employee will be employed by the District to serve as the Interim General Manager of the District, and will perform those duties and responsibilities set forth in the District’s Bylaws, as may be amended from time to time, the duties and responsibilities set forth in the General Manager Job Description, as may be amended from time to time, and such further duties and responsibilities as may be assigned to Employee by the Board of Directors from time to time. Employee shall be subject to the supervision and direction of the District’s Board of Directors (the “Board”) and shall report directly to the President of the Board. Employee acknowledges that the Board of Directors may change the Interim General Manager’s duties from time to time in writing without further amendment of this Agreement.

1.2 Hours/Location. The Employee will devote Employee's full time and attention to the conduct of the business of the District so as to ensure the effective discharge of Employee's duties under this Agreement. During the term of this Agreement, Employee will perform services under this Agreement primarily at the District's principal place of business in Cameron Park, California; provided, however, that the District may, from time to time, require Employee to travel temporarily to other locations for District business. Employee agrees to work 40 hours per week or less and avoid overtime when possible.

1.3 Ethics and Compliance. Employee shall perform Employee's duties and carry out Employee's responsibilities in a professional, ethical, and businesslike manner, and shall comply with all applicable District policies, protocols and procedures, in addition to all federal, state, and local laws and regulations applicable to the District.

1.4 Start Date. Regardless of the date this Agreement is fully executed, Employee shall begin serving as Interim General Manager on May 30, 2023.

**ARTICLE II**  
**SALARY AND BENEFITS**

2.1 Salary. The District agrees to pay to Employee at the rate of Sixty Dollars and No Cents (\$60.00) per hour payable no less than once per month or more often in accordance with the District's normal payroll practices, which may change from time to time. Employee agrees that Employee will submit a timesheet showing the number of hours worked per day no less than twice per month at regular intervals in order for her pay to be calculated. Employee's timesheets shall be submitted to the District's payroll department or representative.

2.2 Benefits. Due to the expected short-term tenure of Employee as the District's Interim General Manager, during the term of this Agreement Employee will not be entitled to any benefits other than the pay described in section 2.1 and other than reimbursement for expenses as described in section 2.3.

2.3 Expenses. Employee will use a cell phone in the performance of Employee's duties, which the District shall reimburse at the rate of \$100.00 per month. The District shall further reimburse Employee at the current IRS rate for all necessary mileage driven by Employee outside the County of El Dorado and/or over the summit to the Tahoe Basin.

2.4 Specific Addition of Vacation / Administrative Leave. As explained in section 2.2 above, Employee shall earn no vacation or other type of leave during the term of this Agreement.

2.5 Negotiation of Terms and Agreement Term. The term of this Agreement shall be three (3) months, commencing on the Effective Date. Following this initial term, either Party may terminate this Agreement with 30 days' written notice. Absent such notice, Employee's employment shall continue under the same terms and conditions as contained in this Agreement.

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**ARTICLE III**  
**TERMINATION OF EMPLOYMENT**

3.1 Termination by District.

3.1.1 Automatic Termination. This Agreement shall terminate automatically upon Employee's death, legal incapacity or disability if such disability precludes Employee from performing the essential duties and responsibilities of the position as determined by an impartial third party (i.e. occupational health physician or group not affiliated with the Employee or District).

3.1.2 Termination for Cause. The District shall have the absolute right, upon delivery of written notice to Employee, to immediately terminate this Agreement and Employee's employment for cause. "For Cause" means termination by the District of Employee's employment (i) by reason of Employee's willful dishonesty towards, fraud upon, or deliberate injury or attempted injury to, the District; (ii) by reason of Employee's material waste or misuse of the District's assets; (iii) by reason of Employee's failure to follow a legal directive from the Board; (iv) by reason of Employee's intentional misconduct with respect to the performance of Employee's duties under this Agreement.

3.1.3 Termination for Breach of Agreement. In addition to the reasons enumerated above as Termination for Cause, District shall also have the absolute right, upon delivery of written notice to Employee, to immediately terminate this Agreement and Employee's employment for a material breach of this Agreement by Employee. If District intends to terminate this Agreement for a material breach (other than for reasons listed in section 3.1.2 above), District shall notify Employee of termination in writing and said termination shall be effective immediately.

3.2 Termination by Employee for Breach of Agreement. Employee and District agree that the intent of this Agreement is for Employee to provide services to District as an Interim General Manager and, therefore, Employee's sudden or unexpected termination of this Agreement may render significant harm to District. Employee therefore agrees to give as much notice as possible to District in the event that Employee wishes to terminate this Agreement prior to its natural termination date.

3.3 Benefits at Termination of Employment. As per section Article II, at termination of Employee's employment, Employee shall receive no pay or compensation for benefits. Expense reimbursements shall be paid only for expenses incurred up to and including the day of termination. This shall remain true regardless of whether or not the termination is with or without cause, which party initiates the termination, and/or under which provision of this Agreement the termination of employment occurs.

3.4 Severance. Under no circumstances shall Employee be entitled to or receive any severance when Employee's employment terminates.

3.5 At-Will Employment. Subject to the terms of this Article, Employee is and shall remain an at-will employee. As Interim General Manager, Employee shall be the chief executive officer of the District subject to mandatory direction only by the Board of Directors.

**ARTICLE IV  
CONFIDENTIALITY**

4.1 Confidentiality and/or Proprietary District Business Information. During the course of Employee's duties hereunder, Employee will acquire or have access to information regarding the business operations of the District including, but not limited to, information regarding pricing, billing, claims, compensation, business operations, agreements, trade secrets, and business and technical manuals ("Confidential Information"). Employee acknowledges that the District would suffer financial harm if such Confidential Information were to be disclosed to third parties and agrees not to disclose to, or otherwise discuss such Confidential Information with, any third party without the express written consent of the District or as expressly required by law. Upon termination of this Agreement, Employee agrees to promptly return any Confidential Information in Employee's possession or control to the District.

**ARTICLE V  
GENERAL PROVISIONS**

5.1 Amendment. This Agreement may be amended from time to time, but only by written instrument executed by each of the parties.

5.2 Non-Assignability. Employee may not assign, sell, or otherwise transfer this Agreement or any interest therein. Employee may not delegate Employee's duties hereunder without the prior express written approval of the Board in its sole discretion.

5.3 Prior Agreements. This Agreement supersedes all prior written or oral agreements between the parties covering the same matter.

5.4 Third-Party Beneficiaries. The rights and obligations of each party to this Agreement shall inure solely to the benefit of the parties hereto, and no persons or entity shall be a third-party beneficiary of this Agreement.

5.5 Counterparts. This Agreement may be executed in several counterparts, and all counterparts so executed shall constitute one Agreement and shall be binding on all of the parties hereto, notwithstanding that all of the parties are not signatory to the original or the same counterparts. Signatures made or transmitted electronically shall be fully valid.

5.6 Severability. The provisions of this Agreement shall be deemed severable and if any portion shall be held invalid, illegal or unenforceable for any reason, the remainder of this Agreement shall be effective and binding on the parties.

5.7 Changes in Law. Both parties agree that in the event future legislation is enacted or regulations are promulgated or a decision of a court is rendered that, in the opinion of legal counsel for either party, affects or may affect the legality of this Agreement or materially and adversely affects the ability of either party to perform its obligations or receive the benefits intended hereunder ("Change in Law"), then the parties agree to act in good faith to amend this Agreement as necessary to bring it into compliance with applicable laws and to carry out the original intention of the parties to the extent possible. If one or both parties cannot in good faith agree to such amendment, then either party may terminate this Agreement on five (5) days' notice.

5.8 Governing Law. The validity, interpretation and performance of this Agreement shall be governed and construed in accordance with the laws of the State of California.

5.9 Binding Effect. The terms and conditions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors, assigns, and legal representatives.

5.10 Representation by Counsel. The District and Employee each acknowledge that they have had the opportunity to consult with legal counsel of their choice prior to execution of this Agreement. The parties further acknowledge that the terms of this Agreement are the result of negotiations between them and that the terms of this Agreement shall not be construed in favor of, or against, any party by reason of the extent to which a party or its counsel participated in its drafting, or by reason of the extent to which this Agreement may be inconsistent with prior drafts thereof.

5.11 Headings. Any titles, captions or paragraphs contained in this Agreement are for convenience only and shall not be deemed part of the contents of this Agreement, and shall in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof.

5.12 Notices. Any notice required or permitted by this Agreement shall be given in writing sent by overnight delivery, personal delivery or United States registered or certified mail, return receipt requested, all of which shall be properly addressed, with postage or delivery charges prepaid as follows:

**If to District:**

Cameron Park Community Services District  
2502 Country Club Drive  
Cameron Park, CA 95682  
Attention: Board of Directors

**If to Employee:**

Jill Ritzman

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Notices sent by personal delivery shall be deemed given upon actual receipt. Notices sent by overnight delivery shall be deemed given on the next business day. Notices sent via United States registered or certified mail shall be deemed given two (2) business days from mailing.

5.13 Entire Agreement. The parties agree that neither party has made any representation, warranty or covenant not fully set herein, and that this Agreement is a complete statement of the entire agreement which supersedes all previous communications between the parties hereto.

5.14 Waiver. A waiver of any of the terms and conditions hereof shall not be construed as a waiver of any other terms and conditions hereof.

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5.15 Venue. Employee and District agree that in the event of a dispute arising from this Agreement or from any part of Employee's employment with District, venue for resolving such dispute shall be exclusively in the County of El Dorado.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date first written above.

**CAMERON PARK CSD**

**EMPLOYEE**

By: \_\_\_\_\_  
Name: Sidney Bazett  
Title: President, Board of Directors

By: \_\_\_\_\_  
Name: Jill Ritzman

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

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



RESOLUTION NO. 2023-19  
OF THE BOARD OF DIRECTORS  
OF THE CAMERON PARK COMMUNITY SERVICES DISTRICT  
May 17, 2023

**RESOLUTION APPROVING AN EMPLOYMENT AGREEMENT FOR THE  
POSITION OF INTERIM GENERAL MANAGER BETWEEN  
CAMERON PARK COMMUNITY SERVICES DISTRICT AND JILL RITZMAN**

**WHEREAS**, the District is a California community services district formed pursuant to California statute;

**WHEREAS**, the District's current General Manager, André Pichly, is retiring effective June 23, 2023;

**WHEREAS**, the District anticipates that it will not be able to fill the General Manager position immediately upon the retirement of the current General Manager;

**WHEREAS**, the District needs to appoint a duly qualified Interim General Manager who will oversee the day-to-day management of the District until the position of General Manager is filled by a long-term employee;

**WHEREAS**, Employee previously served as the District's General Manager for approximately four years;

**WHEREAS**, Employee has the skills, experience and qualifications necessary for the position of Interim General Manager and has accepted the District's offer to serve as such;

**NOW, THEREFORE BE IT RESOLVED**, that the Board of Directors of the Cameron Park Community Services District hereby approves the employment agreement for the position of interim General Manager with Jill Ritzman; and

**BE IT FURTHER RESOLVED**, that the Board authorizes President Sidney Bazett to execute the Agreement on behalf of the Board of Directors of the Cameron Park Community Services District.

**PASSED AND ADOPTED** by the Board of Directors of the Cameron Park Community Services District at a meeting held on 17<sup>th</sup> day of May 2023, by the following vote of said Board:

AYES:

NOES:

ABSENT:

ATTEST:

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Sidney Bazett, President  
Board of Directors

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André Pichly, General Manager  
Secretary to the Board

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



## REGULAR MEETING

**Budget and Administration Committee**

**Tuesday, May 2, 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-](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)

[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](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 #2 to be discussed and acted upon individually.*

- 1. Receive and Approve** - Conformed Agendas for Budget & Administration Committee Meetings
  - a. January 10, 2023
  - b. February 7, 2023
  - c. March 7, 2023
  - d. April 11, 2023
  
- 2. Receive and File** - Check Register Review – April 2023 (A. Pichly)

## **DEPARTMENT MATTERS**

- 3.** Items removed from the Consent Agenda for discussion.
- 4. El Dorado Disposal Annual Fee Adjustment** - Receive, Discuss and Forward to the Board for Public Hearing (A. Pichly)
- 5. Advanced Life Support Ambulance Agreement between El Dorado County ESA and Cameron Park Community Services District** – Receive, Discuss and Forward to the Board (D. Martin)
- 6. Award of ARPA Funds** – Receive and File (D. Martin)

## **ITEMS FOR FUTURE COMMITTEE MEETINGS**

### **ITEMS TO TAKE TO THE BOARD OF DIRECTORS**

- El Dorado Disposal Annual Fee Adjustment
- ALS Ambulance Agreement

### **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, May 1, 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\\_MjUyY2YyOTMtMjZmZS00OGExLTkxZDMtN2NmZWEOZTNiMWIz%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](https://teams.microsoft.com/l/meetup-join/19%3ameeting_MjUyY2YyOTMtMjZmZS00OGExLTkxZDMtN2NmZWEOZTNiMWIz%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) Candice Hill Calvert (CHC)  
Director Dawn Wolfson (DW), Kristen Wiederhold (KW)  
Alternate: Tim Israel (TI)

Staff: CC&R Compliance Officer Assistant Tim Reimer, 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 – April 3, 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)
  - Total Cases Open = 44
    - Courtesy Notices – 11
    - Initial Notices – 8
    - Final Notices – 3
    - Pre-legal Notices – 3
    - Referred to Legal – 3
    - Outside Agency – 1
  - Prior Month's Cleared Cases – 3
  - Prior Month's New Cases – 11
  
- b. Architectural Review Projects – Period – April 3rd-27<sup>th</sup>, 2023
  - Projects Reviewed – 38
  - Projects Approved – 38
  - Monthly Total Jobs - 38

#### Summary of ARC Projects:

- Roofs – 16
- Solar – 13
- Tree Removals – 1
- Fences – 3
- New Home Const. – 1
- ADU/JADU – 0
- Swimming Pool – 0
- Exterior House Paint – 0
- Carport – 0
- Deck – 1
- Exterior Renovation – 0
- Siding Replacement – 0
- Detached Garage – 0
- Gazebo/Pergola/Patio Cover – 2
- Storage Shed - 1

### **3. Review and Provide Decision**

Request for pre-legal on the following properties:

3a). 3061 Royce Dr. – Improperly Stored Trailer – The Highlands #2 – Building Regulations, Vehicle Storage.

3b). 3006 Royce Dr. – Improperly Stored Trailer – The Highlands #5 – Building regulations , Vehicle Storage.

3c). 3842 Cambridge Rd. – Improperly Stored Trailer – Cameron Park #2 CC&R – Vehicle Storage

### **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. The owner has contacted County to let them know that the structure is for sale.

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. Legal notice and Request for resolution has been sent to the owner from Legal Counsel. The owner visited staff on 4.21.23 to discuss violation. Due to the property layout, there is not adequate storage for any trailered item. The owner stated that the trailer will need to be retrofitted and will be removed to storage by end of week (4.28.23). Owner was encouraged to attend CC&R meeting to review. Abatement is required.

### **5. Items for Future CC&R Committee Agendas**

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

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

### **ADJOURNMENT**

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



**Regular Meeting**  
**Fire and Emergency Services Committee**  
**Tuesday, May 2, 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\\_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**

*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 #4 to be discussed and acted upon individually.*

1. **Receive and Approve** - Conformed Agenda – Fire & Emergency Services Committee Special Meeting – April 11, 2023
2. **Receive and Approve** - Fire Department Report for May 2023 (C. Siebert)
3. **Receive and Approve** - Fire Prevention update for May 2023 (K. Richards)

**DEPARTMENT MATTERS: GENERAL BUSINESS**

4. Items removed from the Consent Agenda for discussion.
5. **Costs of Maintenance and Rental Incomes For FY 2022/2023** - (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**  
**Monday, May 1, 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](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 (SB)

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

## 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.*

## APPROVAL 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 #4 to be discussed and acted upon individually.*

- 1. Receive and Approve** - Conformed Agenda – Parks & Recreation Committee Special Meeting – April 10, 2023
- 2. Receive and File** - Recreation Report (K. Vickers)
- 3. Receive and File** - Parks & Facilities Report (M. Grassle)

## **DEPARTMENT MATTERS**

- 4.** Items removed from the Consent Agenda for discussion.
- 5. Park Improvement Plan review** (A. Pichly, M. Grassle) Receive and discuss

## **Items for May & Future Committee Agendas**

- a. Parks Gift Donation Program (June or July)
- b. Registration/Communication software Report – (June or July)
- c. Park use and fees (June or July)

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

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

## **ADJOURNMENT**