



AGENDA

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

REGULAR BOARD MEETING

Wednesday, January 18, 2023

6:30 p.m.

Cameron Park Community Center – Assembly Hall

2502 Country Club Drive, Cameron Park, CA 95682

TELECONFERENCE TEAMS MEETING

[https://teams.microsoft.com/l/meetup-](https://teams.microsoft.com/l/meetup-join/19%3ameeting_NWE10GEwYjYtMDE3Yi00MmExLThkODEtODFIY2Q0YjNiNmJm%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_NWE10GEwYjYtMDE3Yi00MmExLThkODEtODFIY2Q0YjNiNmJm%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_NWE10GEwYjYtMDE3Yi00MmExLThkODEtODFIY2Q0YjNiNmJm%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

CALL TO ORDER

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

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

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.

ADOPTION OF THE AGENDA

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

1. Adopt the Agenda
-

RECOGNITIONS 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.

OPEN FORUM FOR NON-AGENDA ITEMS

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

APPROVAL OF CONSENT AGENDA

The following Consent Agenda items are considered routine and will be acted upon by the Board without discussion with one vote. Any item may be removed from the Consent Agenda by a Board member or a member of the audience and placed under General Business #8 to be discussed and acted upon individually.

2. **APPROVE** Conformed Agenda – Board of Directors Regular Meeting November 16, 2022
3. **APPROVE** Conformed Agenda – Board of Directors Special Meeting December 19, 2022
4. **APPROVE** Resolution 2023-01 – contract with Executech for District IT Services
5. **APPROVE** Resolution No. 2023-02 - Hybrid Meetings
6. **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.

7. Items removed from the Consent Agenda for discussion
8. **RECEIVE AND FILE** FY 2022/2023 Mid-Year Budget Report (C. Greek, est. 5-10 minutes)
9. **APPROVE** Resolution No. 2023-03 2023 Fee Schedule Adjustments (K. Vickers, est. 5-10 minutes)
10. **RECEIVE AND DISCUSS** Parks Storm Damage Update (M. Grassle, A. Pichly, est. 10-15 minutes)
11. **RECEIVE, DISCUSS, AND DIRECT** 2023 Work Plan Development and Consideration of Update to Objectives in Strategic Focus Areas (A. Pichly, est. 15 minutes)

BOARD INFORMATION ITEMS

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

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
13. General Matters to/from Board Members and Staff (est. 5 minutes)
 - Upcoming Trainings & Community Meetings
 - SDRMA: Spring Education Day, Wednesday, March 22, 2023, Hilton Sacramento
 - CSDA: Special Legislative Days, May 16 & 17, 2023, Sheraton Grande Sacramento

ADJOURNMENT

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



CONFORMED AGENDA

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

BOARD MEETING

Wednesday, November 16, 2022

6:30 p.m.

TEAMS Meeting Hyperlink

[https://teams.microsoft.com/l/meetup-](https://teams.microsoft.com/l/meetup-join/19%3ameeting_MTZjMGRmZDMtZDVINS00ZDhLWE1NWYtM2YzZmMxZDg1OTMx%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_MTZjMGRmZDMtZDVINS00ZDhLWE1NWYtM2YzZmMxZDg1OTMx%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_MTZjMGRmZDMtZDVINS00ZDhLWE1NWYtM2YzZmMxZDg1OTMx%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

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

CALL TO ORDER 6:31 pm

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

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 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.

ADOPTION OF THE AGENDA

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

3. Adopt the Agenda
EA motioned to Adopt the Agenda / 2nd – SB
Ayes –FWC/SB/EA/MS – Motion passed
Noes – None
Absent- None
Abstain - None
-

RECOGNITIONS AND PRESENTATIONS

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APPROVAL OF CONSENT AGENDA

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4. **APPROVE** Conformed Agenda – Board of Directors Regular Meeting October 19, 2022
5. **APPROVE** Conformed Agenda – Board of Directors Special Meeting November 2, 2022

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6. **APPROVE Resolution No. 2022-36** Hybrid Meetings
 7. **RECEIVE AND FILE** General Manager's Report
 8. **APPROVE** Accountability Act Report for FY 2021-22
 9. **RECEIVE AND FILE** Annual Disclosure of Board and Staff Reimbursements
 10. **RECEIVE AND FILE** Fiscal Year 2021-2022 Preliminary Year-End Report (pre-audit)
 11. **RECEIVE AND FILE** Fiscal Year 2022-2023 First Quarter Financial Report

MS requested that item #4 be pulled and corrected and #10 be pulled for discussion.

- MS made motion to approve Consent Agenda pulling item #4 and item #10

Motion- MS / 2nd – EA

Ayes – FWC/SB/EA/MS – Motion passed

Noes – None

Absent- None

Abstain – None

GENERAL BUSINESS

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

12. Items removed from the Consent Agenda for discussion

Item 4: Conformed Agenda from October 19, 2022

- MS stated that on the Consent Agenda the convened closed session has no report out or posting on that agenda. MS requested it be corrected. GM stated he could provide information; District Counsel did provide but it did not make it into the consent notes. Offered to read it out loud, so it could be read in as amended. MS requested GM read the report out loud.

EA moved to approve Conformed Agenda item #4 with the amendments as read by the GM to the convene closed session

Motion – EA / 2nd - MS

Ayes – FWC/SB/EA/MS – Motion passed

Noes – None

Absent- None

Abstain – None

Item 10: Fiscal Year 2022-23 First Quarter Financial Report

- EA made motion to approve item #10 with direction given to staff to make the adjustments on line item 4262.

Motion – EA / 2nd – MS

Ayes – FWC/SB/EA/MS – Motion passed

Noes – None

Absent- None
Abstain – None

13. **APPROVE RESOLUTION No. 2022-35** Repair of the Front Entrance of the Community Center (M. Grassle)

SB moved to approve Resolution No. 2022-35 with friendly amendment to waive the reading.

Motion – SB / 2nd – EA

Ayes – FWC/ SB/EA/MS – Motion passed

Noes – None

Absent- None

Abstain – None

Discussion

- MS asked the board regarding the way we currently manage our underutilizations on our fire contract, if it is the proper way of accounting because she believes the finance officer said you do not really put a negative number in there so you cannot display the amount that was underutilized. MS would like to ask to board how to report accurately back to Budget and Admin Committee for next year.
FWC would prefer to ask staff rather than bringing it straight to the committee.
Finance Officer discussed with fire department as well has discussed with MS. She feels budgeting a negative number is misleading the district has the obligation to pay that full contract amount, so putting a negative number in report would not necessarily recognizing that it is our full obligation, there should not be an underutilization. If they come under you will see that in the line item. In the past the actual line item was being budgeted less than what the contract amount was. She feels getting rid of the negative number and going with what the actual contract amount is then seeing what the percentage is.
EA asked the Finance Officer if she is proposing to budget the whole contract amount and not make any adjustment within the budget which would mean if a zero budget is wanted then \$250,000 would need to be cut out of everything else. Finance officer replied saying realistically we cannot expect to save \$250,000. We are on the hook for that \$250,000, we cannot say year to year that we are going to save it. She thinks it is smart to start planning and making sure we have the monies available for our full obligation.
- MS thought it would be best to bring this the to Budget and Admin Committee to discuss further. FWC requested it be put on the agenda for December Budget and Admin meeting.
- MS stated concern about the Fire Marshall Plan Review coming in low. MS concern is that we are using those funds to support a new employee, would like the GM to share some thoughts. Gm responded stating our new Fire Prevention Specialist, started approximately a month ago. Inspections are already being scheduled.
Chief Kalan stated the first month has been only training. From December through January, through the rest of the year they have been catching up on the inspections for the last 3 or 4 months they have not had staff to do it. He believes with the number of inspections that are going to happen that number is going to rise. He offered to provide report to Budget and Admin Committee to show from mid-November to January 1st, and then we can project out the rest of the fiscal year.
Gm responded stating they did not think through the time it would take to get this person on board, do the training and get them up to speed so they could work out in the field.
Chief Kalan stated in that budgeted amount was for saying they started July 1st of this year when they actually started in October so we have that no salary July August September and partially October so

we have less that amount. GM believes if things go well, 2023-2024 should be a good year for inspections and revenue.

- MS shared concern for next year. Would like to make sure we earn enough money from Fire Marshall fees to fund the position that they authorized. GM stated they would need to look back at the report where the position was proposed. Though believed it was supposed to be revenue positive by having the individual doing this job. The fees charge would cover the staff plus it would end up earning some money and we would be looking at if there is a need to expand fire prevention services and inspections.
- EA brought line 4262 to the Board and Finance Officer. He had asked what was our Equipment rental revenue was for the 2021-22 Fiscal Year? Finance Officer stated the total rental income was \$289,303. EA proposed this one-line item was based \$100,000 rental income actual income is \$289,000, would like to see line item adjusted by 10%. Recommended we make a transfer from Fund 7 of approximately \$18,900.

Finance Officer Supports EA recommendation. In the future, instead of budgeting it into Fund 1 she would rather recognize all the income in Fund 7 and then do a transfer at the end of the year. It should be a transfer because if we're putting a portion of that money into Fund 1 you're truly recognizing every dollar in Fund 7 and you're not see how much is truly coming in.

Chief Martin requested we look into transferring funds from Fund 7 to cover the cost of maintenance is that we actually look at what the maintenance is to the equipment that's been rented out. The district we should budget for the equipment that we operate everyday to serve the citizens of this community and that should be apart of the districts of our based budget is to maintain that equipment, so it drives down the road every day. And at the end of the year when we look at that transfer of funds, we look at was spent on maintenance on those pieces of equipment that went out, that were hired out, what that cost is. Really look and see do we need to move more, or do we need to move less to cover what the cost of that rental maintenance income is instead of a constant 10%.

- SB requested for an explanation for the 189% in overtime. GM stated we have had some vacancies. Staff trying to cover extra work loads and shortage of staff in different departments. Finance Officer added that due to the Caldor Fire there was a lot of overtime. As well as losing an employee in the Recreation department which has caused overtime for that position while we try to fill it. GM stated for the Mosquito Fire we were more prepared regarding overtime and did what we could to minimalize. For example, we asked the county to bring in their janitorial crews in earlier to help prevent extra work loads for us.
- MS when receiving the warranty funds did, we have a plan on how we are going to spend? EA believes the funds were covering all the different pieces, first priority projects. MS concern is we do not know what we have already done and how much we have already spent. We do not know what projects we might need to do. If we do not have some sort of plan, how do we know if we are doing what's right for the district? What roofing projects have we already completed. GM stated we have done the roof of the gymnasium (B Building). The fire riser, leaks in the roof and mold treatments in the social room (A Building). Some minor repairs to the roof above the office. With the exception of the gutters.
- SB noted that is an urgency to getting it fixed especially due to the heavy rain and asked what to time frame was to get it fixed. Gm stated the project would begin in January and will take approximately 6 weeks. Plan to have public come through another entrance while repairs are going.

BOARD INFORMATION ITEMS

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14. Committee Chair Report-Outs

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

- MS thinks for the solar project we should contact Bright Energy to give us a data report to see how we are tracking along with the projected and what the actuals are. SB suggested having apart of our newsletter. GM believes it would be great to have that information and said he would ask.

15. General Matters to/from Board Members and Staff

- Upcoming training and community meetings
 - CSDA: Special Legislative Days, May 16 & 17, 2023, Sheraton Grande Sacramento
-

PUBLIC COMMENT

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CONVENE TO CLOSED SESSION 8:01 pm

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

- Public Employee Annual Performance Evaluation pursuant to Government Code Section 54957.
Position: General Manager
-

ADJOURNMENT

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Conformed Agenda Prepared by:

Conformed Agenda Approved by:

Bailey Meyer
Board Clerk

Director Monique Scobey, Vice President
Board of Directors



CAMERON PARK COMMUNITY SERVICES DISTRICT

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

CONFORMED AGENDA

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

****SPECIAL BOARD MEETING****

Monday, December 19, 2022

6:30 p.m.

TELECONFERENCE TEAMS MEETING

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

[join/19%3ameeting_ZGZiZmE3YTQtN2UyYi00ZDdhLWJmOGEtZDlzNTdiYjRjOTYz%40thread.v2/0?context=%7b%22Tid%22%3a%227546519e-2cd5-4e2c-bed5-ac3d46eec8ff%22%2c%22Oid%22%3a%22b510e640-8ba3-421f-a075-694cad7ace01%22%7d](https://teams.microsoft.com/join/19%3ameeting_ZGZiZmE3YTQtN2UyYi00ZDdhLWJmOGEtZDlzNTdiYjRjOTYz%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

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

AGENDA

CALL TO ORDER 6:30pm

1. Roll Call - FWC/SB/EA/MA
 2. Pledge of Allegiance
-

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OATH OF OFFICE

- Monique Scobey Four Year term (2026) Oath administered by Felicity Wood Carlson
 - Dawn Wolfson Four Year Term (2026) Oath administered by Felicity Wood Carlson
 - Tim Israel Four Year Term (2026) Oath administered by Felicity Wood Carlson
-

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

EA motioned to Adopt the Agenda / 2nd – MS

Ayes –SB/MS/EA/TI/DW – Motion passed

Noes – None

Absent- None

Abstain - None

RECOGNITIONS AND PRESENTATIONS

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2. Honoring Director Felicity Wood Carlson and Director Ellie Wooten for service on the Board of Directors

Felicity Wood Carlson's final comment was that she would like to see the County Department of Transportation look for funding from the federal government for sidewalks and bike lanes. See the sheriff develop an evacuation plan for Cameron Park. As well as, see Cameron Park approve the splashpad.

3. Presentation: Introduction of Fire Prevention Specialist Meg Edlund and the Fire Prevention program
-

AGENDA

- MS asked when doing business inspections, does that include condominium complexes? Meg stated that she reaches out if they are on her list for state regulated. She calls the complexes and schedules appointments to do inspections.
 - TI asked how much time will be spent on the weed abatement compared to business inspections? Meg replied saying weed abatement will start in April and May, which will go on for a few months. Once a business license come in, it will get fit into the schedule. Currently working on state regulated ones but leaving space open for any business licenses that may come in.
 - MS asked when doing inspections are they looking for fuel loads around buildings? Meg responded explaining she walks around the perimeter around the building. When looking she looks to see if she or a hose would get stuck on or in anything around the building. With trees and bushes they make sure there is 10 feet of clearance from any chimney or stove outlets and trimmed back from the roof line, so it is not touching.
 - SB asked if the business inspections are done annually. Meg stated business inspections are not necessarily done annually. It depends on the occupancy if it falls into the category of a state regulated inspection. Certain business types require them to inspect every year.
4. Presentation: CC&R 101 by CC&R Compliance Officer Jim Mog
- DW asked if anyone in Cameron park has voted to change the CC & R's and to change what. Jim replied there has been and its mainly to change regarding chickens.

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APPROVAL OF CONSENT AGENDA

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5. No Conformed Agendas to approve at this time.
6. **APPROVE Resolution No. 2022-37** Hybrid Meetings
7. **RECEIVE AND FILE** General Manager's Report (A. Pichly)

MS made motion to accept the Consent Agenda

Motion- MS / 2nd – TI

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

Noes – None

Absent- None

Abstain – None

GENERAL BUSINESS

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8. Items removed from the Consent Agenda for discussion
9. **NOMINATE & ELECT** Election of President and Vice President (A. Pichly)

- MS made motion to nominate SB as Board President
SB accepted nomination

Motion- MS / 2nd – TI

Ayes – BS/ MS/TI/DW – Motion passed

Noes – EA

Absent- None

Abstain – None

- EA made motion to nominate MS as Board Vice President
MS accepted nomination

Motion- EA / 2nd – SB

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

Noes – None

Absent- None

Abstain – None

SB called a recess at 7:42 pm. Meeting proceeded at 7:54 pm.

10. **APPOINTMENT** of Standing and Ad Hoc Committee Members (A. Pichly)

- Budget and Administration – SB and MS, Alt. TI

Fire and Emergency Services – EA and DW, Alt. TI

Parks and Recreation – MS and TI, Alt. SB

Covenants, Conditions & Restrictions (CC&R) – EA and DW, Alt. TI

AD Hoc Committee- MS and EA

11. **APPROVE** 2023 Board and Committee Meeting Calendar (A. Pichly)

- MS suggested to change bylaws to have board meetings on fourth Wednesday of the month. GM responded stating it cuts both ways. We eliminate or create a week in between board meetings and committee meetings in the month. However, if we move to the fourth Wednesday of the month, we will have committee meetings coming right up. GM suggests for now keep the third Wednesday of the month and in come back to it in the future for discussion.

- EA noted policy states board meetings are every third Wednesday. EA, suggest we amend item 11 to match policy for the year and then give it to staff and have staff come back with recommendation.

EA made motion to approve the board and standing committee meeting dates as listed with the amendment that board of director meeting will be scheduled for the third Wednesday of each month per the policy, and staff will bring to the board in January with a policy recommendation to potentially change policies allowing staff to schedule these on a different week.

Motion- EA / 2nd – DW

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

Noes – None

Absent- None

Abstain – None

12. **RECEIVE AND FILE** 2022 Work Plan Update and 2023 Work Plan Development (A. Pichly)

- EA asked how affective and helpful was this for staff? GM believes they were lofty goals. Believes work plan should be important to the district and the board and is achievable within the year.
- MS would like the strateqic plan updated and fire plans updated.

13. **APPROVE Resolution 2022-38** and authorize the General Manager to enter into a contract with Golden State/BME to purchase a Type III Fire Engine in the amount of \$394,599.68 and fund said purchase through Fund 07 (A. Pichly/D. Martin/C. Siebert)

MS made motion not to approve Resolution 2022-38

Motion – MS / 2nd – SB

Ayes – SB/MS

Noes – EA/TI/DW – Motion disapproved

Absent- None

Abstain – None

TI made motion to authorize the GM to make the purchase as requested with an additional where as in the resolution that states that this purchase is based on the state purchasing contract for the same piece of equipment.

Motion – TI / 2nd – DW

Ayes – TI/DW/EA (with reservations) – Motion passed

Noes – MS

Absent- None

Abstain – SB

AGENDA

BOARD INFORMATION ITEMS

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14. Committee Chair Report-Outs
 - a. Budget & Administration
 - b. Covenants, Conditions & Restrictions (CC&R)
 - c. Fire & Emergency Services
 - d. Parks & Recreation
15. General Matters to/from Board Members and Staff
 - Upcoming Trainings & Community Meetings
 - CARPD: Board Member Orientation “The Ins, Outs & In-Betweens of Serving Your Community”, on Thursday, January 5, 2023, 4-5 pm, via Zoom (ask GM for link if interested)
 - SDRMA: Spring Education Day, Wednesday, March 22, 2023, Hilton Sacramento
 - CSDA: Special Legislative Days, May 16 & 17, 2023, Sheraton Grande Sacramento

PUBLIC COMMENT

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NO CLOSED SESSION

ADJOURNMENT 10:17 pm

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

Conformed Agenda Prepared by:

Conformed Agenda Approved by:

Bailey Meyer
Board Clerk

Director Monique Scobey, Vice President
Board of Directors



Agenda Transmittal

DATE: January 18, 2023

FROM: Christina Greek, Finance/HR Officer

AGENDA ITEM #4: Executech Managed Services Agreement 2022

RECOMMENDED ACTION: APPROVE

Background

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

Budget and Administration Committee

The Budget and Administration Committee discussed the Managed Services Agreement and forwarded to the Board of Directors as a consent item.

Discussion

The District's Purchasing Policy required that we release a formal RFP (Request for Proposals) due to the amount of the contract being over \$25,000.00. The District released the RFP on October 20, 2022, with a closing date of November 18, 2022. The District received 2 responses to our request. While conducting a comparison of the two proposals staff found that Executech was the lower contract. The total monthly cost for services per their proposal with Executech is \$2,953.56. The competing company's monthly charges per workstation/server came out to be \$4,860 with an initial onetime \$2,200 service cutover fee. At this time staff is unable to provide a copy of the proposal from the competing company due to a disclaimer that the information not be shared publicly.

Fiscal Impact:

The fiscal impact to the District is approximately \$35,500.00 annually and has been factored into the current FY 2022/2023 budget.

Recommendation:

Staff recommends that the Budget & Administration Committee move this item forward to the Board of Directors for approval.

Attachment:

4A- Managed Services Agreement 2022

4B - Resolution 2023-01

2022 MANAGED SERVICES AGREEMENT



1/1/2023

CAMERON PARK COMMUNITY SERVICES DISTRICT

Proposal Team

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

Partner Details

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

Revision History

Revision	Revision Date	Name	Notes
1.0	Nov. 2022	Brandon Petty	Initial Proposal

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

1. TERM OF SOW

a. Initial Term

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

b. On-boarding

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

c. Transfer of Services

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

d. Strategic Business Change

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

2. SERVICES PROVIDED

a. Managed Services Packages

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

Category /Description	Proactive	Comprehensive
Per User / Device [1]:	\$70.00	\$125.00
Per Server:	\$150.00	\$275.00
Per Site [2]:	\$150.00	\$150.00
Per Storage / Backup Device:	\$50.00	\$50.00
Per Network Device:	\$25.00	\$25.00
Per User Device:	Includes 2 Per User	Includes 2 Per User
Systems Monitoring:		
Automated:	24x7x365	24x7x365
Staffed [3]:	24x7x365	24x7x365
Remote Help Desk Access:	Included	Included
Management & Maintenance:		
Workstations:	Remote	Remote/On-Site
Infrastructure:	Remote	Remote/On-Site
DSA Certification Required:	NA	Yes
Maintenance Support: Remote		
Help Desk (Hourly):	Included	Included
Data Center (Hourly):	Included	Included
Maintenance Support: On-Site		
Help Desk (Hourly):	\$175.00	Included
Data Center (Hourly):	\$270.00	Included
Project Rates:	\$150.00-\$270.00/Hr	\$150.00-\$270.00/Hr
Additional Services:		
Backup	Monitor & Management	Monitor & Management
Monitored Device Inventory	Included	Included
Policy & Procedure Document Access	Optional	Included
Hardware and Software Procurement Services	Included	Included
Annual IT Strategic Planning	Optional	Included
Workstation Setup Not-to-exceed price [4]	up to \$ 455.00 per w/s	up to \$ 455.00 per w/s
NOTES:	[1]	Per Named User or Workstation, whichever is greater. Devices include (1) Desktop or Laptop with Anti-virus, Manage Detection Response (MDR) and (1) non-windows mobile device.
	[2]	Covers one firewall and one switch per location.
	[3]	Live Help Desk Services are available 24/7/365. Critical issues will be escalated and handled by our on-call technical team.
	[4]	Workstation setups fees will not exceed \$ 455.00 per unit. This pricing applies only to workstations provided by Executech. Not to exceed installation fees do not apply to workstations purchased directly by the Client.

b. Managed Services Definitions

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

Monitoring Services

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

Maintenance Services

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

Management Services

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

Co-Managed IT Services

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

Staff Augmentation

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

Business Applications Software

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

c. **Service Provider Responsible for Its Employees/Contractors**

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

d. **Services Framework and Scope**

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

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

3. RESPONSE AND RESOLUTION TIME AND ESCALATION

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

4. FEES AND PAYMENT SCHEDULE

a. **Monthly Fees (Refer to Appendix B)**

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

b. **Annual Base Fee Adjustments**

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

c. **Fees for Increased Coverage**

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

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

d. **Fees for Additional Services**

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

e. **Fees for Travel**

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

5. TAXES

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

6. EXCLUDED SERVICES

Services in the fee of this SOW do not include:

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

EXECUTECH

7. ACCEPTANCE

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

Accepted by:

_____ Steve Petty	_____ Executech	_____ Date
_____ Andre Pichly	_____ Cameron Park Community Services District	_____ Date

ADDENDUM – TERMS AND CONDITIONS

8. APPLICABILITY

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

9. SERVICES

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

10. PAYMENT TERMS

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

11. CONFIDENTIALITY

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

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

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

12. NON-SOLICITATION

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

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

13. RESPONSIBILITIES

- a. Shared Responsibility. Client is responsible for: (i) cooperating with Service Provider in the provision of the Services; (ii) providing timely and effective performance of its responsibilities, decisions, and approvals; (iii) procuring and paying for any equipment, supplies, or software necessary to support its information technology system as well as to support the delivery of the Services; and (iv) providing any applicable system and IT infrastructure documentation as requested.
- If Service Provider arrives at the scheduled service time and determines Client has failed to comply with this Section 6(a), Services may be denied, and a cancellation charge will be assessed on a time-and-materials basis.
- b. Access. Service Provider may install software to access Client's equipment and check the status of antivirus/patches as well as to make repairs. If Client wishes to decline this software installation and subsequent access, Client must notify Service Provider in writing. Client will also provide Service Provider access to user workstation areas and the name, phone number, email address and title for each authorized user. Every user must be listed as an authorized help desk caller.
- c. Information and Technology. Client will provide accurate information to Service Provider in connection with the Services. Client will maintain current software, hardware, and operating systems necessary for the provision of the Services. All servers and computers must be running an operating system that is no closer than one (1) year from being end of life, and currently under a manufacturer's warranty. All software must be genuine, licensed and vendor-supported. Client understands the Services and system are subject to external factors not within Service Provider's control. Client will ensure that its internet connection is secure. Client will obtain all necessary software licenses, hardware warranties, data file storage, backups, and other support necessary for Service Provider to provide the Services. All systems must use Service Provider's designated anti-virus and anti-malware software. The network must have Service Provider approved firewalls, access points, and managed switches that are currently licensed, up-to-date, and vendor-supported.
- d. EULAs. Portions of the Services may require Client to accept the terms of one or more third-party end user license agreements ("EULAs"). If the acceptance of a EULA is required to provide the Services to Client, Client hereby grants Service Provider authority to accept such EULA on Client's behalf. EULAs may contain service levels, warranties, and liability limitations that differ from those contained in this Agreement. Client agrees to be bound by the terms of such EULAs and will look only to the applicable third-party provider for any claim pursuant to such EULAs.
- e. Data Backup. Client agrees to back up all data, files, and information prior to the performance of any Services and hereby assumes sole responsibility for any lost or altered data, files, or information.
- f. Reliance on Representations. Service Provider will be entitled to rely on the representations of Client's management and staff.
- g. Reliance on Data. In order to keep the costs of the project to a minimum, Client staff may be utilized to supply basic data and documents. Service Provider will be entitled to rely on any data obtained from

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

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

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

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

14. LIMITATION OF LIABILITY

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

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

f. Remedy.

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

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

15. MISCELLANEOUS

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

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

d. Dispute Resolution.

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

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

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

To: Service Provider

Executech, Inc.

1624 Santa Clara Drive, Suite 245

Roseville, CA 95661

Attn: Controller

To: Client

Cameron Park Community Services District

2502 Country Club Drive

Cameron Park, CA 95682

Attn: Andre Pichly

APPENDIX A – SERVICE LEVEL AGREEMENTS

Response Time and Service Level Agreement

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

Service Priorities Definitions

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

*Executech designation

Hours of Service

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

APPENDIX B – FEES AND PAYMENT SCHEDULE

a. Monthly Fees

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

variable
↓

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

Refer to 4.a. Fees and Payment Schedule

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

APPENDIX C - ACH AUTHORIZATION FORM



1314 West 11400 South
Suite 200
South Jordan, UT 84095
Phone: (801) 253-4541
accountsreceivable@executech.com

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

Please print in blue or black ink.

APPLICANT'S INFORMATION

LAST NAME: FIRST NAME: MIDDLE NAME:

BUSINESS NAME:

BILLING ADDRESS:

PHONE NUMBER:

EMAIL ADDRESS:

PAYMENT INFORMATION

NAME ON ACCOUNT:

BANK NAME:

PERSONAL/BUSINESS:

CHECKING/SAVINGS:

ROUTING NUMBER:

ACCOUNT NUMBER:

PAYMENT AUTHORIZATION

ACCOUNT HOLDER'S SIGNATURE:

DATE:



Cost Proposal

T&M and Professional Services

Classification	Description	Rate (per hour)	Partner Rate (per hour)
Project Management	Coordination of project, resources, and vendors	\$150	\$140
IT Consultant	Desktop & Server Troubleshooting	\$175	\$165
Consulting Engineer	Infrastructure & Advanced Troubleshooting Services	\$220	\$210
Senior Consulting Engineer	Networking, Infrastructure, and datacenter design, troubleshooting and support	\$270	\$260

Workstation Setups

Classification	Description	Rate (per hour)
Workstation setup	Base setup with installation of line of business applications. Pricing applies only to workstations purchased from Executech	\$455 per workstation
Client supplied workstation setup	To be sold as T&M for hours required to set up the workstation. Fixed installation fees do not apply to workstations purchased directly by the partner	See above hourly rates (\$175 per hour)

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





Managed Services Reference Review

Superior Courts of Nevada County

Ryan Ince, IT Technician

Ryan.Ince@nccourt.net

530.362.5286

Contract budget = ~\$5,700.00

Current Partner – Since October 2021

Lutheran Social Services

Victoria Matthews, Operations Director

Vmatthews@lssnorcal.org

415.244.2767

Contract budget = ~\$14,000.00

Current Partner – Since January 2016

Spare Time

Jack Walker, Chief Financial Officer

JackW@sparetimesportsclubs.com

916.859.5910

Contract budget = ~\$23,000.00

Current Partner – Since December 2016

Sun City Lincoln Hills

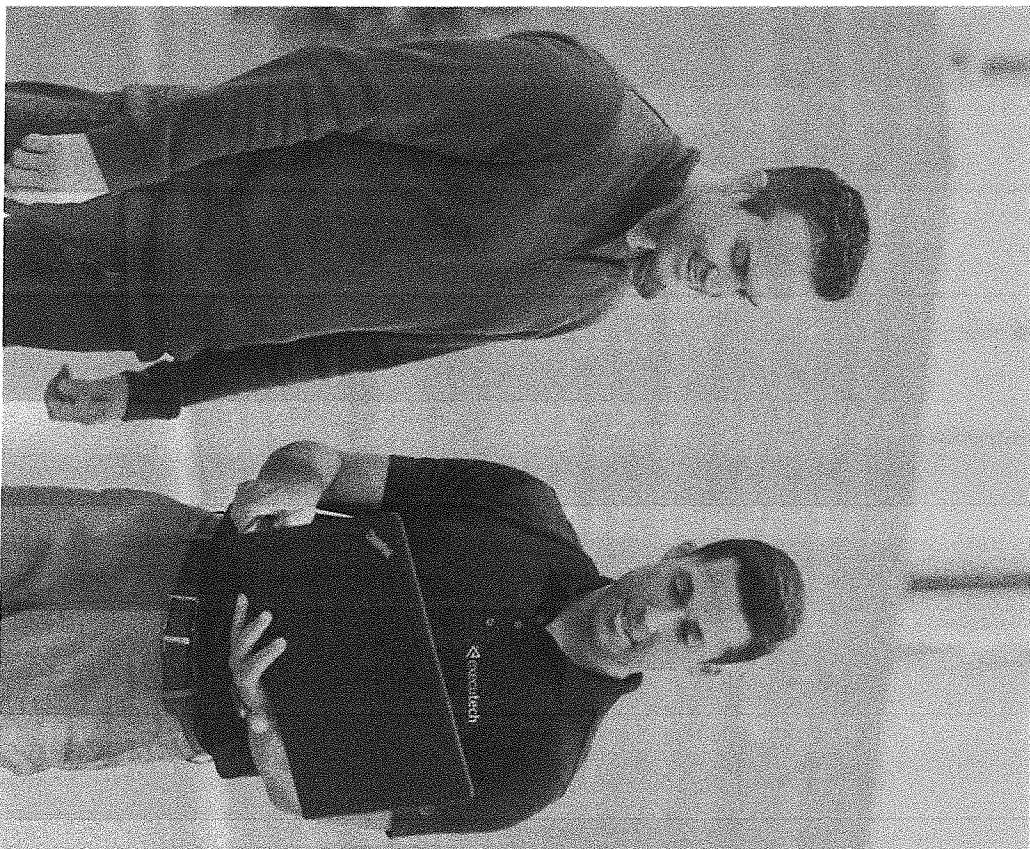
Jeff Caponera, Comms. & IT Manager

Jeff.Caponera@schca.com

916.625.4057

Contract budget = ~\$11,000.00

Current Partner – Since November 2015



RESOLUTION NO. 2023-01
of the Board of Directors
of the Cameron Park Community Services District
January 18, 2023

APPROVING THE 2022 MANAGED SERVICES AGREEMENT BETWEEN THE CAMERON PARK COMMUNITY SERVICES DISTRICT AND EXECUTECH

WHEREAS, the Cameron Park Community Services District is committed to the use of quality technology to conduct its daily operations and effective electronic communication; and

WHEREAS, the District’s General Manager entered into a one-year Managed Services Agreement in June 2017; and

WHEREAS, the contract was amended by the District to extend the agreement for an additional year in May 2018, and;

WHEREAS, the contract was again amended by the District to extend the agreement by an additional three years in August of 2019, and;

WHEREAS, the current amendment to the original agreement expired on May 21, 2022, and;

WHEREAS, the District released an RFP and Executech had the lowest contract amount, and;

WHEREAS, District staff are satisfied with the services that Executech has provided over the years and would like to continue to utilize their services.

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

1. Approves the 2022 Managed Services Agreement between the Cameron Park Community Services District and Executech; and
2. Authorizes the General Manager to sign and execute agreement.

PASSED AND ADOPTED by the Board of Directors of Cameron Park Community Services District, this 18th day of January 2023, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

Director Monique Scobey, Vice President
Board of Directors

André Pichly
General Manager



Agenda Transmittal

DATE: January 18, 2023

FROM: André Pichly, General Manager

AGENDA ITEM #5: Resolution 2023-02 – Consideration authorizing open meetings via teleconference for Cameron Park Board of Director and Committee meetings per AB 361

RECOMMENDED ACTION: **APPROVE RESOLUTION NO. 2023-02**

Background

Assembly Bill 361, until January 1, 2024, would authorize a local agency to use teleconferencing without complying with the teleconferencing requirements imposed by the Ralph M. Brown Act when a legislative body of a local agency holds a meeting during a declared state of emergency, as that term is defined, when state or local health officials have imposed or recommended measures to promote social distancing, during a proclaimed state of emergency held for the purpose of determining, by majority vote, whether meeting in person would present imminent risks to the health or safety of attendees, and during a proclaimed state of emergency when the legislative body has determined that meeting in person would present imminent risks to the health or safety of attendees, as provided.

The District Board of Directors has passed resolutions since January 2022 that permitted the Board and Committees to hold virtual meetings. While the reasons for holding these virtual meetings was due to minimizing the risk of exposure to COVID-19 to all attendees, the current status of positive cases and hospitalizations in El Dorado County is very low, according to the [El Dorado County Health and Human Services COVID-19 interactive dashboard](#).

Continuing the state's phased rollback of executive orders implemented in response to the pandemic, Governor Gavin Newsom took action to lift all but 5 percent of COVID-19 related executive order provisions, while maintaining critical measures that support the state's ongoing response and recovery efforts. In short, the mask mandate for all California citizens has been rolled back and masks are no longer required.

Throughout the pandemic, public agencies had to adapt to continue holding public meetings while maintaining transparency and complying with the Brown Act. This was done using virtual meetings. After almost 2 years of using technology that permitted virtual meetings, public agencies became more proficient at facilitating meetings that allowed policymakers, staff, and the public to participate without being physically present. Despite some of the minor challenges that remain, the use of virtual meeting software has shown that public agencies can still conduct business and remain transparent.

Another benefit of virtual meetings is its convenience for most users. Whether a Board Member, staff, or a member of the public, participation is relatively easy, and can be done just about anywhere, if the participant has a reliable Wi-Fi signal. Whether a panel member or an attendee, virtual meetings have made it easier for most citizens to participate. That said, nothing can replace the experience of meeting face-to-face, but that may not be convenient for most individuals. Allowing a hybrid virtual format for some people may increase participation and engagement.

Discussion

By adopting Resolution 2023-02, the Board of Directors would be able to implement hybrid meetings using virtual technology for meetings of the Board, as well as standing and ad hoc committees, as warranted, while remaining compliant with the State's Brown Act, for a 30-day period beginning January 19, 2023, to February 17, 2023. Adopting this resolution would permit the Board of Directors the option of all Cameron Park Community Services District public meetings to be held virtually while allowing members of the public to join during all open and public proceedings. A hybrid model would be the use of teleconferencing for meeting participants who would not be present for the meetings held at the Community Center while the meeting was taking place in-person. Members of the public and staff could opt to join in-person or virtually. The District would post the meeting agenda with the necessary information for joining the meeting online or by phone. A new resolution will need to be adopted by the Board of Directors at least every 30 days to have the option of having public meetings held virtually.

Attachment: 5.a – Resolution 2023-02

**RESOLUTION NO. 2023-02
of the Board of Directors
of the Cameron Park Community Services District
January 18, 2023**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CAMERON PARK
COMMUNITY SERVICES DISTRICT AUTHORIZING REMOTE TELECONFERENCE
MEETINGS OF THE LEGISLATIVE BODIES OF CAMERON PARK COMMUNITY
SERVICES DISTRICT FOR THE PERIOD JANUARY 19, 2023, TO FEBRUARY 17, 2023,
PURSUANT TO BROWN ACT PROVISIONS.**

WHEREAS, the Cameron Park Community Services District is committed to preserving and nurturing public access and participation in meetings of the Board of Directors; and

WHEREAS, all meetings of Cameron Park Community Services District’s legislative bodies are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963), so that any member of the public may attend, participate, and watch the District’s legislative bodies conduct their business; and

WHEREAS, the Brown Act, Government Code section 54953(e), makes provisions for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

WHEREAS, the Board of Directors does hereby find that the legislative bodies of Cameron Park Community Services District shall conduct their meetings without compliance with paragraph (3) of subdivision (b) of Government Code section 54953, as authorized by subdivision (e) of section 54953, and that such legislative bodies shall comply with the requirements to provide the public with access to the meetings as prescribed in paragraph (2) of subdivision (e) of section 54953; and

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

Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. Remote Teleconference Meetings. The General Manager and legislative bodies of Cameron Park Community Services District are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including, conducting open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act.

Section 3. Effective Date of Resolution. This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of (i) February 17, 2023, or such time the Board of Directors adopts a subsequent resolution in accordance with Government Code section

54953(e)(3) to extend the time during which the legislative bodies of Cameron Park Community Services District may continue to teleconference without compliance with paragraph (3) of subdivision (b) of section 54953.

PASSED AND ADOPTED by the Board of Directors of Cameron Park Community Services District, this 18th day of January 2023, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

Director Monique Scobey, Vice-President
Board of Directors

André Pichly
General Manager



Agenda Transmittal

DATE: January 18, 2023

FROM: André Pichly, General Manager

AGENDA ITEM #6: GENERAL MANAGER'S REPORT

RECOMMENDED ACTION: RECEIVE AND FILE

Budget and Administration

Finance Officer Christina Greek is working on completing our financial audit. She and I have met virtually with representatives from three different companies that provide HR Consulting Services and will be selecting a company with whom we can contract. We will be briefing the Budget & Administration Committee on this action at their February meeting.

CC&R

CC&R Compliance Officer Jim Mog and assistant Tim Reimer have discussed limiting their time looking into violations in some of the storm impacted areas of the community. Given the stress and anxiety some residents may be experiencing I was in full support of this idea. Jim has received lots of phone calls from residents asking questions about who to contact about problems they are facing due to the storm's impact. People seem to be pleased with the responses and have expressed gratitude to Jim and other staff who have done their best to be helpful.

Parks and Facilities

Clean-up and damage assessment has been the focus of Parks & Recreation Superintendent Mike Grassle and his crew following the New Year's Eve storm and ongoing pattern of wet weather. Mike will be providing a Parks Storm Damage Report at tonight's meeting.



Recreation

Adam Domingo, our new **Recreation Coordinator**, began his employment with the District on January 3rd. He and Recreation Supervisor Kim Vickers will be sharing an office at the Community Center. Kim is spending time with Adam to get him familiar with programs, systems, and services.



Kim reports that **holiday camps** did very well in December during the winter break. She also gathered key staff together to begin the planning for the 2023 Summer Spectacular. This year's event will take place on Saturday, June 24th. More details to follow.

Fire and Emergency Services

Weekly meetings continue with the Fire Chiefs and Fire Prevention Specialist Meg Edlund. Fire Prevention Specialist Meg Edlund has been kept busy inspecting storm

damage in the flood impacted areas of Cameron Park, as well as attending required trainings. Look for a full report to come to the Board at a future meeting.

The most recent meeting of the **Fire Contract Negotiation Ad Hoc** took place on January 12th. The group worked on developing a timeline for the next steps. Director Aiston will give a brief report on the Ad Hoc committee discussion during tonight's Board meeting.

Other

I was a guest speaker at the **YTRS** (Youth and Teen Recreation Services) **Rec Cloud mini-conference** on Wednesday, January 11th, and presented on my experiences working in agencies that partnered with colleges and universities for student internships and student group projects. YTRS is affiliated with CPRS District 2 and provides trainings, workshop and networking opportunities for recreation professionals in and around the greater Sacramento area. The workshop was also attended by Kim and Adam.



Agenda Transmittal

DATE: January 18, 2023

FROM: Christina Greek, Finance and Human Resources Officer

AGENDA ITEM #8: FISCAL YEAR 2022-23 MID-YEAR FINANCIAL REPORT

RECOMMENDED ACTION: RECEIVE AND FILE

Introduction

The Fiscal Year 2022-23 Mid-Year Financial Report for the General Fund is attached (Attachment 8A). The report period is 7/1/22 through 12/31/22 which represents 50% of the Fiscal Year.

Budget and Administration Committee

The Budget and Administration Committee discussed and forwarded to the Board of Directors.

Discussion

Generally, financial variances at Mid-Year are due to one-time payments at the beginning of a fiscal year and seasonality of services and programs. When comparing the Mid-Year FY 2022-2023 to last year's Mid-Year FY 2021-2022, the reports have some slight differences but nothing to be concerned about.

Winter break & summer camps expanded youth sports and new adult-centered enrichment classes has helped with recreation revenues during the winter months. In general, recreation revenues are re-bounding well, due to:

- Seasonality of revenue generation and
- Efforts to re-establish some programs, which are experiencing low enrollment.

The District's financial status to date is within budget expectations but is slightly different than FY 2021-22 Mid-Year financial results. During the first half of FY 2021-22, revenues were 53% collected while the current FY 2022-23 period revenues are 42% collected; this is due to JPA funding payments changing and actuals being billed to them. The District is hopeful we will see this reimbursement in the 3rd quarter. FY 2021-22 expenditures for this same period were 36% expended while the current FY 2022-23 period expenditures are at 22% expended. The Cal Fire contract 1st quarter invoice is a significant dollar amount and is usually paid by this time and to date it has not been received.

Staff is monitoring closely the financial reports to ensure the District's financial health.

Attachment:

8A – Fiscal Year 2022-23 Mid-Year Financial Status Report

Cameron Park Community Services District
Statement of Revenues and Expenditures - Unposted Transactions Included In Report
01 - General Fund
From 7/1/2022 Through 12/31/2022

		FY 2020 21 Final Budget	FY 2021-2022 Actual	FY 2022- 23 Final Budget	Current Period Actual	Percent Exp to Date
Operating Revenue						
Property Taxes	4110	4,582,358.00	2,351,966.83	4,788,564.00	2,624,624.77	54.81%
Franchise Fees	4113	206,780.00	61,889.84	220,000.00	68,875.45	31.30%
Fire Marshall Plan Review	4132	105,000.00	41,410.95	77,000.00	18,753.65	24.35%
Arc Review Fees	4140	0.00	0.00	0.00	369.00	0.00%
Tuition Fees/Revenue	4142	0.00	1,793.75	0.00	0.00	0.00%
Youth Classes	4145	0.00	0.00	0.00	165.00	0.00%
Recreation Program Revenue	4154	142,639.00	54,094.16	150,000.00	46,184.50	30.78%
Instructor Program Revenue	4155	0.00	0.00	50,000.00	35,769.90	71.53%
Transfer In	4165	39,598.85	0.00	73,837.00	0.00	0.00%
Special Events	4170	0.00	0.00	2,000.00	38.00	1.90%
Lake Entries - Daily (Kiosk)	4180	35,660.00	24,052.05	40,000.00	32,207.50	80.51%
Annual Passes (Lake/Pool Combo)	4181	75,000.00	8,808.00	65,500.00	11,260.00	17.19%
Picnic Site Rentals	4182	1,500.00	360.00	6,000.00	1,069.00	17.81%
Assembly Hall & Classroom Rentals	4185	35,139.00	7,604.50	30,000.00	18,960.87	63.20%
Gym Rentals	4186	26,000.00	2,247.90	23,000.00	3,212.26	13.96%
Pool Rental Fees	4187	98,000.00	25,275.41	101,500.00	61,151.39	60.24%
Sports Field Rentals	4190	19,580.00	13,115.00	21,000.00	11,389.00	54.23%
Donations	4250	0.00	0.00	0.00	100.00	0.00%
Sponsorships	4255	20,000.00	0.00	2,500.00	0.00	0.00%
JPA Reimbursable	4260	1,150,000.00	574,999.98	1,212,000.00	0.00	0.00%
Fire Apparatus Equip Rental	4262	10,000.00	0.00	15,000.00	0.00	0.00%
Reimbursement/Refund	4400	1,800.00	15,080.43	47,700.00	3,500.00	7.33%
Weed Abatement	4410	15,750.00	4,455.06	14,300.00	12,725.10	88.98%
Settlements	4450	0.00	(179,802.83)	0.00	0.00	0.00%
Interest Income	4505	19,000.00	315.57	1,000.00	1,014.24	101.42%
Other Income/Refunds	4600	8,000.00	187.53	2,000.00	344.61	17.23%
Relief Funds	4601	193,788.00	193,788.00	0.00	0.00	0.00%
First Responder Fee	4602	0.00	0.00	100,000.00	0.00	0.00%
Grant - CCI	4605	113,120.00	129,344.68	0.00	0.00	0.00%
Gain/Loss of Assets	4615	0.00	3,015.31	0.00	0.00	0.00%
Total Operating Revenue		<u>6,898,712.85</u>	<u>3,334,002.12</u>	<u>7,042,901.00</u>	<u>2,951,714.24</u>	<u>41.91%</u>
Expenditures						
Salaries - Perm.	5000	777,784.00	360,581.93	923,694.00	404,017.13	43.73%
Salaries - Seasonal	5010	141,975.00	86,772.85	109,068.00	109,134.22	100.06%
Overtime	5020	13,750.00	9,391.13	11,966.00	11,644.64	97.31%

Cameron Park Community Services District
Statement of Revenues and Expenditures - Unposted Transactions Included In Report
01 - General Fund
From 7/1/2022 Through 12/31/2022

		FY 2020 21 Final Budget	FY 2021-2022 Actual	FY 2022- 23 Final Budget	Current Period Actual	Percent Exp to Date
In Lieu Benefits Stipend	5120	6,000.00	833.34	10,000.00	4,250.02	42.50%
Health Benefit	5130	127,540.00	74,180.23	145,861.00	62,219.69	42.65%
Retiree Health Benefit	5135	112,025.00	59,837.64	111,317.00	51,012.30	45.82%
Dental Insurance	5140	9,721.00	6,116.22	13,262.00	5,741.22	43.29%
Vision Insurance	5150	1,513.00	904.50	2,003.00	839.34	41.90%
CalPERS Employer Retirement	5160	248,154.00	215,394.92	295,567.00	256,186.97	86.67%
CalPERS 457	5161	0.00	0.00	0.00	1,450.00	0.00%
Worker's Compensation	5170	31,622.93	31,996.85	42,262.00	42,251.93	99.97%
FICA/Medicare Employer Contribution	5180	24,516.00	13,410.09	29,061.00	16,649.43	57.29%
UI/TT Contribution	5190	10,682.00	3,055.76	10,603.00	3,111.03	29.34%
Advertising/Marketing	5209	15,200.00	7,662.83	16,000.00	8,053.14	50.33%
Agency Administration Fee	5210	0.00	0.00	0.00	(20.00)	0.00%
Agriculture	5215	14,400.00	7,496.72	20,400.00	7,251.22	35.54%
Audit/Accounting	5220	36,000.00	7,295.00	36,000.00	1,450.00	4.02%
Bank Charge	5221	6,800.00	3,498.89	14,400.00	5,395.68	37.47%
Clothing/Uniforms	5230	6,350.00	1,707.01	6,250.00	1,238.13	19.81%
Computer Software	5231	30,721.00	20,915.47	36,622.00	18,061.63	49.31%
Computer Hardware	5232	7,250.00	6,898.12	6,750.00	1,297.18	19.21%
Contractual Services	5235	10,000.00	2,996.91	5,000.00	4,221.25	84.42%
Contractual - Provider Services - FIRE	5236	4,160,537.26	878,711.84	4,264,550.00	0.00	0.00%
Contract Under Utilization	5237	(300,000.00)	0.00	(250,000.00)	0.00	0.00%
Contract Services - Other	5240	176,290.00	19,851.19	111,202.00	22,113.19	19.88%
Director Compensation	5250	16,800.00	8,100.00	16,800.00	5,400.00	32.14%
EDC Department Agency	5260	4,300.00	4,418.54	4,500.00	4,798.29	106.62%
Educational Materials	5265	11,000.00	188.14	3,450.00	0.00	0.00%
Equipment-Minor/Small Tools	5275	8,500.00	3,974.73	15,500.00	9,939.86	64.12%
Fire & Safety Supplies	5285	3,450.00	2,416.91	4,850.00	1,169.03	24.10%
Fire Prevention & Inspection	5290	1,100.00	1,785.00	1,800.00	2,361.86	131.21%
Fire Turnout Gear	5295	31,000.00	14,024.90	30,000.00	7,998.82	26.66%
Fire- Intern paid	5296	20,200.00	2,560.00	11,800.00	2,720.00	23.05%
Food	5300	2,500.00	1,759.77	2,950.00	693.17	23.49%
Fuel	5305	34,000.00	23,511.34	53,500.00	32,584.99	60.90%
Government Fees/Permits	5310	25,400.00	14,916.59	29,900.00	18,205.50	60.88%
Janitorial / HH Supplies	5315	35,000.00	18,492.43	33,200.00	18,891.93	56.90%
Instructors	5316	26,500.00	5,684.70	30,000.00	18,358.30	61.19%
Insurance	5320	175,886.00	172,195.17	206,710.00	206,709.90	99.99%

Cameron Park Community Services District
Statement of Revenues and Expenditures - Unposted Transactions Included In Report
01 - General Fund
From 7/1/2022 Through 12/31/2022

		FY 2020 21 Final Budget	FY 2021-2022 Actual	FY 2022- 23 Final Budget	Current Period Actual	Percent Exp to Date
Legal Services	5335	15,000.00	6,467.00	10,000.00	1,412.01	14.12%
Maint. - Vehicle Supplies	5340	2,200.00	0.00	500.00	129.98	25.99%
Maint. - Buildings	5345	23,000.00	9,246.84	24,400.00	27,323.38	111.98%
Maint. - Equipment	5350	43,040.00	14,892.77	33,800.00	21,570.55	63.81%
Maint. - Grounds	5355	42,500.00	20,874.52	46,150.00	13,895.17	30.10%
Maint. - Radio/Phones	5360	2,000.00	0.00	2,000.00	989.46	49.47%
Maint. - Tires & Tubes	5365	13,200.00	9,782.30	12,600.00	7,517.45	59.66%
Maint. - Vehicle	5370	31,500.00	26,282.11	32,700.00	22,817.99	69.77%
Memberships/Subscriptions	5380	10,660.00	9,257.55	12,200.00	11,368.06	93.18%
Mileage Reimbursement	5385	1,600.00	543.52	3,900.00	1,285.82	32.96%
Miscellaneous	5395	0.00	0.00	500.00	1,156.36	231.27%
Office Supplies/Expense	5400	9,700.00	4,096.76	8,450.00	2,814.62	33.30%
Pool Chemicals	5405	25,000.00	12,764.46	31,500.00	15,178.95	48.18%
Postage	5410	7,800.00	673.77	4,000.00	917.01	22.92%
Printing	5415	850.00	320.13	550.00	143.00	26.00%
Professional Services	5420	89,110.00	63,905.38	20,683.00	8,890.51	42.98%
Program Supplies	5421	13,730.00	5,454.08	13,000.00	5,627.08	43.28%
Publications & Legal Notices	5425	600.00	230.01	450.00	845.97	187.99%
Radios	5430	3,000.00	24.61	1,000.00	0.00	0.00%
Rent/Lease - Bldgs, Fields, etc.	5435	3,060.00	0.00	0.00	0.00	0.00%
Rent/Lease - Equipment	5440	3,400.00	1,550.24	2,100.00	499.44	23.78%
Staff Development	5455	24,250.00	7,353.37	25,500.00	1,867.26	7.32%
Phones/internet	5470	42,100.00	23,309.46	46,900.00	22,837.40	48.69%
Utilities - Water	5490	46,000.00	28,189.27	50,500.00	27,178.36	53.81%
Utilities - Gas	5491	80,000.00	48,679.08	93,500.00	32,669.60	34.94%
Utilities - Electric/Solar	5492	100,798.00	62,722.95	136,200.00	70,194.59	51.53%
Cal Fire In Kind Purchases	5501	4,500.00	2,124.32	4,000.00	4,644.89	116.12%
Capital Equipment Expense	5625	45,000.00	5,307.92	0.00	14,863.09	0.00%
Transfer Out	7000	9,020.00	0.00	9,020.00	0.00	0.00%
Transfer to Reserve	7001	27,639.66	0.00	500,000.00	0.00	0.00%
Total Expenditures		<u>6,784,724.85</u>	<u>2,457,590.08</u>	<u>7,542,901.00</u>	<u>1,686,038.99</u>	<u>22.35%</u>
Net Revenue Over Expenditures		<u>113,988.00</u>	<u>876,412.04</u>	<u>(500,000.00)</u>	<u>1,265,675.25</u>	<u>(253.13)%</u>



Agenda Transmittal

DATE: January 18, 2023

FROM: Kimberly Vickers, Recreation Supervisor
Mike Grassle, Parks & Facilities Superintendent
André Pichly, General Manager
Christina Greek, Finance Officer

AGENDA ITEM #9: 2023 FEE SCHEDULE ADJUSTMENTS

RECOMMENDED ACTION: REVIEW & APPROVE

Introduction and Discussion

Due to an increase in operational costs, comparison to industry standards for fees, and in consideration of historical fees, staff proposes the following fee adjustments (Attachment 9A). Fee increases are primarily due to an increase in costs of labor, materials, and utilities, which affects operations of the CSD. Savings for electricity will be realized in one more year, which will help keep future facility use fees low.

Fee changes for swim teams are proposed at this time. While revenues remain high for pool fees, Staff has increased fees to swim teams to cover the increasing costs of chemicals, has begun building funds to replace newly purchased tarps at their life end, and cover staffing costs of pool operations.

Slight fee changes are proposed to rentals for sports fields for increase in staffing and materials costs.

Budget and Administration Committee

The Budget and Administration Committee discussed the fee schedule adjustments, endorsed them, and instructed that they be forwarded to the Board of Directors.

Fiscal Impact

The proposed fee adjustments are expected to increase revenue by \$50,000 annually.

Recommendation

Staff recommends that the Board of Directors approve the proposed increase.

Attachment:

9A – Proposed 2023 Fee Schedule

Attachment 9.A

Facility Room	Current Rate	New Rate	Notes
Courtyard	25.00/hr	No Change	*No utility costs with outdoor venue
Dance Room	60.00/hr	64.00	Approximately 6% Increase
Gym	86.00/hr	No change	
West Half Assembly Hall	81.00/hr	86.00	Approximately 6% Increase
Quarter of Hall, hourly	60.00/hr	64.00	Approximately 6% Increase
Quarter of Hall, all day	476.00/10+hrs	504.00	Approximately 6% Increase
East 1/2 (stage)	100.00/hr	106.00	Approximately 6% Increase
Full Assembly Hall	179.00/hr	189.00	Approximately 6% Increase
Full Assembly Hall, all day	1426/10+hrs	1512	Approximately 6% Increase
Kitchen	60.00/hr	64.00	Approximately 6% Increase
Classroom A	31.00/hr	33.00	Approximately 6% Increase
Classroom B	31.00/hr	33.00	Approximately 6% Increase
Social Room	60.00/hr	64.00	Approximately 6% Increase
Pool Fees			
Pool Party (up to 10ppl includes classroom)	81.00	90.00	Approximately 6% Increase
Additional 5-pack	20.00	20.00	No increase
Pool Rental Fees			
Slide fee, flat rate	60.00	65.00	*No utility costs with outdoor venue
1-50 people	206.00/hr	220.00	Approximately 6% Increase
51-250 people	243.00/hr	258.00	Approximately 6% Increase
251-350 people	287.00/hr	305.00	Approximately 6% Increase
Swim Teams	61.30/hr	63.00	In conjunction with guard fees
Lifeguard for Swim Team	17/hr	18.00/hr	*Maintain to 2 guard minimum
Sports Fields			
Christa McAuliffe	30.00/hr	32.00/hr	Approximately 6% Increase
Dave West	30.00/hr	32.00/hr	Approximately 6% Increase
Rasmussen	30.00/hr	32.00/hr	Approximately 6% Increase
Community partners**	Not to exceed 674.00/mo	687.00/mo	Suggest 2% increase
Lake Rental Fees			
15-50 people	170.00 flat rate	250.00	2hr minimum
51-100 people	170.00 flat rate	350.00	2hr minimum
101-150 people	170.00 flat rate	450.00	2hr minimum
151-200 people	170.00 flat rate	550.00	2 hr minimum
201-250 people max	170.00 flat rate	650.00	2 hr minimum
Lake Fees			
Party Pack (up to 10ppl)	50.00 plus entry fee	90.00	Flagpole Area
Additional 5-pack		10.00	For flagpole area

*More than 15 people require rental of Gazebo area ** Prospector Soccer has one more year (2023) at \$674/mo before can start increasing due to project matching.



Agenda Transmittal

DATE: January 18, 2023

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

AGENDA ITEM #10: PARKS STORM DAMAGE UPDATE

RECOMMENDED ACTION: RECEIVE AND FILE

Introduction

The major storm that impacted the Cameron Park area on Saturday, December 31, 2022, caused damage to District parks and facilities. All nine parks in our system experienced some level of damage from this 200-year event, and the ongoing series of storms has also contributed to other issues such as fallen trees, flooded turf areas where water is slow to recede, and rutted decomposed granite paths due to parks maintenance vehicles driven on them. 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. Another issue, of which the Board may be aware is new leaks at the Community Center in spaces recently repaired and under warranty, as well as leaks in spaces that were not a problem before the storm.

This report, narrated by the Parks & Facilities Superintendent, will include images of damage in park facilities, a description of the clean-up activities, and the efforts currently underway to address and resolve those issues that involve more than clean-up and removal operations.

Attachment:

10a: Parks Storm Damage Images



2022-23 Winter Storm Damage

- Damage Includes
 - Fallen trees/Broken limbs
 - Washed out roads
 - Broken fences
 - Sink holes
 - Erosion/Trail damage
 - Roof Leaks

1

Damage as of January 11th, 2023

11 Down trees

6 Large limbs

Roughly 200 feet of district owned fencing

East side of Rasmussen Park is washed out

Deer Creek runs through the entrance of Cameron Park Lake

Social Room, Women's locker Room and Men's Gym Bathroom roofs started to leak on December 31st

Sink holes developing in the parking lot at Station 89

Several sections of the trail that surrounds Cameron Park Lake has erosion and wash-out

2

Down Trees



3

Cameron Park Lake Washout



4

Broken Fences



5

Erosion



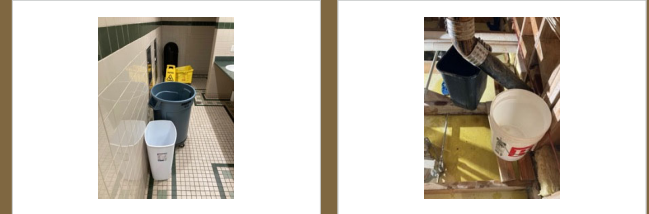
6

Sink Holes



7

Community Center Roof Leaks



8

Current Status of Repairs

- Cal Vintage Roofing has Investigated the Community Center Roof Leaks.
- PG&E, El Dorado Irrigation District and Doug Verkramp have all inspected the washed-out road at Cameron Park Lake. Recommendations for repair will be coming soon.
- District staff along with Growlersberg have begun removing all the down trees and limbs.
- Staff will be repairing the decomposed granite trail around Cameron park lake once the ground dries out.
- Damaged fences will be covered by the insurance through SDRMA. In the process of filling claims.

9

Ongoing Impact

- Park maintenance staff will be accessing the maintenance shop through Baron Ct. The decomposed granite pathway will need continued maintenance.
- Port-o-potties will be brought in for Cameron Park Lake once we reopen.
- Green waste and trash debris bins will be stored at Christa McAuliffe Park.
- The district plans to reopen Cameron Park Lake to foot traffic only on Tuesday January 24th.
- Currently there is no timetable for vehicle traffic to access Cameron Park Lake.
- Water and electricity are not working for the public at Cameron Park Lake. District is working with utility companies to revive the utilities. The Parks Maintenance Shop currently has water and power.
- There is a fear that the sink holes at Station 89 may get worse overtime.
- Programming at the Community Center will be shuffled around due to the roof leaks.
- The trail on the south side of Rasmussen Park will not be repaired until the ground dries out. This is usually in May or June.
- District will submit insurance claims to have fences replaced/repared.
- Certain trees and debris can't be cleaned up until the soil dries.
- Continued communication with Cameron Park residents regarding storm related issues.

10



Agenda Transmittal

DATE: January 18, 2023

FROM: André Pichly, General Manager

AGENDA ITEM #11: **2023 WORK PLAN UPDATE AND CONSIDERATION OF UPDATE TO OBJECTIVES IN STRATEGIC FOCUS AREAS**

RECOMMENDED ACTION: **RECEIVE INFORMATION ABOUT STANDING COMMITTEE WORK PLAN ACTIVITY, DISCUSS UPDATING CURRENT OBJECTIVES FOR THE STRATEGIC FOCUS AREAS, AND PROVIDE DIRECTION TO STAFF ON HOW THE BOARD WOULD LIKE TO PROCEED WITH UPDATING THE LISTS OF OBJECTIVES IF CHANGES ARE MADE**

Introduction

The Cameron Park Community Services District Board of Directors' Standing Committees have received and discussed with staff a list of suggested ideas for goals that will be evaluated and refined at their February meetings. Once each committee selects a limited number of goals that are appropriate and attainable, they will endorse and forward to the Board of Directors for consideration and approval as part of the 2023 Work Plan.

During the process of Strategic Focus Area review with each committee, it became clear that some of the Objectives in each Focus Area have been completed or are now obsolete, and that new Objectives for each Focus Area might be implemented and/or remove the obsolete Objectives without a replacement.

To assist the Board with this discussion, the list of Strategic Focus Areas and their objectives are as follows:

2021-2026 Strategic Plan: Strategic Focus Areas (Full document can be found as [Attachment 11a](#))

- **E.1 Financial Stability:** Our objective in the area of finance is to ensure the long-term fiscal health of the District. To do this, our strategy is to utilize best accounting practices and tools, conduct practical and realistic financial forecasting, seek optimal revenue sources, and acknowledge available financial resources to support the District vision and services.
 - **E.1.a** Develop and implement an annual budget that is operationally balanced and allocates appropriate funds to preserve and improve the District’s assets.
 - **E.1.b** Annually update a 5-year budget projection.
 - **E.1.c** Develop a funding plan for capital asset reserves and long-term obligations.
 - **E.1.d** Seek new revenue enhancement opportunities, such as expanded service fees and grants, for all District functions.
 - **E.1.e** Implement a Solar Energy project to save utility costs.
 - **E.1.f/g** Pursue annexation of properties within the Sphere of Influence
 - **E.1.h** Actively manage Lighting and Landscape District budgets and fund balances to address excessive or insufficient fund balances; engage residents of LLADs for transparency.

- **E.2 Fire Wise Community:** Our objective is to create a Fire Wise Community and to provide a high level of fire protection and advanced live support services to the residents. Our strategy is to educate property owners, seek community involvement, and actively implement the District’s Weed and Rubbish Abatement Ordinance to reduce fire fuels in the community.
 - **E.2.a** Complete the education and fuels reduction projects funded by the California Climate Investment Grant, which includes working with the El Dorado County Department of Transportation, to establish clearance along major roadways.
 - **E.2.b** Complete construction of a Fire Training Tower at Station 89. This training facility will enable firefighters to continue to provide safe and effective fire and emergency response to the community.
 - **E.2.c** Work on the expansion and improvement of Fire Station 88, for the wellbeing of fire station personnel.
 - **E.2.d** Achieve national recognition as a Fire Wise Community which enables benefits to residents with homeowner insurance policies
 - **E.2.e** Seek grants that will support fire protection and advanced life support services, and fuels reduction efforts.

- **E.2.f** Continue to implement the District’s Weed and Rubbish Abatement Ordinance to reduce the wildfire risk in the community.
- **E.3 Create Community:** Our objective is to provide positive, memorable experiences and establish strong relationships with residents. Our strategy is to create a feeling of community through caring service delivery and programs that meet the changing needs of the community.
 - **E.3.a** Secure funding and implement priority projects outlined in the 2020 Park Improvement Plan and a park sign program
 - **E.3.b** Enhance communications to community organizations and residents regarding the District’s services, including print, in-person, website and social media; explore opportunities to more actively engage on Next Door platform.
 - **E.3.c** Seek feedback, especially reaching out to under-served areas of the community, to assess effectiveness of District services and plan for improvements. Look for process efficiencies with technology.
 - **E.3.d** Build strong relationships with service clubs and community organizations expanding the District’s ability to provide programs and services.
 - **E.3.e** Examine benefits/constraints of charging entry fees at Cameron Park Lake
 - **E.3.f** To maintain an attractive, welcoming community, the CC&R office will update its processes and services in alignment with industry standards, and focus on education and engagement with residents to achieve residential compliance.
- **E.4 Good Governance:** Our objective is for the Board of Directors to be a cohesive and effective governing board. Our strategy is to engage in continued special district education, adhere to District Board policies, follow good governance practices, and strengthen the workforce to achieve the District’s Vision.
 - **E.4.a** Maintain Special District Leadership Foundation’s Transparency Certificate
 - **E.4.b** Achieve Special District Leadership Foundation’s District of Distinction certificate.

- **E.4.c** Provide education opportunities for board members, appointed community members, residents and management staff regarding the value and role of special districts, services provided by the District, functions of the Board of Directors and good governance practices.
- **E.4.d** Provide professional development opportunities for all employees.
- **E.4.e** Review and initiate appropriate changes in the staff organizational chart to provide advancement within organization.
- **E.5 Environmental Sustainability:** Our objective is to contribute to the overall environmental health of our community. Our strategy is to consider environmental impacts when making decisions regarding the District’s services and operations.
 - **E.5.a** Approve a policy to guide the Board and staff in making environmentally sustainable decisions.
 - **E.5.b** Educate residents about benefits and opportunities for re-use and recycling.
 - **E.5.c** Implement water conservation strategies in parks and facilities.
 - **E.5.d** Effectively implement new waste collection and recycling mandates.

Fiscal Impact: None for updating the list of Strategic Focus Area Objectives

Recommendation

Receive information about standing committee work plan activity, discuss updating the current Objectives listed in the Strategic Plan Focus Areas, and provide direction to staff on how they would like to proceed with updating the list of Objectives if changes are made.

Attachment (via hyperlink)

11a – [2012-2026 Strategic Plan](#)



Budget and Administration Committee
Tuesday January 10, 2023
6:45 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_ZDc1NjQ0NDgtZjg3OC00MzVjLTkyYjMtZDY1Y2ZkODA0OTZj%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/HR 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

APPROVAL OF CONFORMED AGENDA

1. Conformed Agenda – none at this time.

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. FY 2022-2023 Mid-year Budget Review (C. Greek)
3. Executech 2022 Managed Service Agreement (C. Greek)
4. 2023 Fee Schedule Adjustments (K. Vickers)
5. 2023 Work Plan Development (A. Pichly)

Staff Updates

- a. Check Register Review November 2022 (C. Greek)
- b. Check Register Review December 2022 (C. Greek)
- c. Finance & Admin Staff Report (C. Greek, oral)

6. **Items for Future Committee Meetings**
7. **Items to take to the Board of Directors**

MATTERS TO AND FROM COMMITTEE MEMBERS & STAFF

ADJOURNMENT

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



Covenants, Conditions & Restrictions (CC&R) Committee Meeting

Monday, December 5, 2022

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_NzA5ZDU1MTQtYjY0Ny00ZDI0LWJkNDQtZjFiZDA5N2Y4MmQz%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, Kelly Kantola (KK) V. Chair, Candace Hill-Calvert (CHC), Bob Dutta (BD)
Director Dawn Wolfson (DW), Director Eric Aiston (EA),
Alternate: Tim Israel (TI)

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

CALL TO ORDER

ROLL CALL

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APPROVAL OF AGENDA

1. APPROVAL OF CONFORMED AGENDA

a. Conformed Agenda – CC&R Meeting – December 5, 2022

OPEN FORUM

Item 12b

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 = 46
 - Initial Notices – 12
 - Referred to Legal – 1
 - Pre-Legal Notices – 4
 - Final Notices – 9
 - Referred to Outside Agency – 1
 - Courtesy Notices – 10
 - Prior Month's Cleared Cases – 16
 - Prior Month's New Cases - 11

- b. Architectural Review Projects – Period – November 2022
 - Projects Reviewed – 15
 - Approved – 15

Summary of ARC Projects:

- Roofs – 6
- Solar – 6
- Tree Removals – 0
- Fences – 0
- New Home Const. – 0
- ADU/JADU – 0
- Swimming Pool – 3
- Exterior House Paint – 0
- Landscape – 0
- Deck – 0
- Exterior Renovation – 0
- Siding Replacement – 0
- Detached Garage – 0
- Gazebo/Pergola/Patio Cover – 0

3. Review and Discuss

- a. 2022-2023 Work Plan - J. Mog, A. Pichly (Attachments 3a1 and 3a2)
- b. Cameron Park Fence Guideline (Attachments 3b1. and 3b2.)

4. Staff Updates

- a. Neighborhood Campaign Update (oral, Jim Mog)
Cambridge Rd. - *Completed* – Three Stages – Cambridge Rd from Country Club to Oxford –
Cambridge Rd from Oxford to Royal Park Dr. – Cambridge Rd from Royal Park to Green Valley
Rd.

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



Fire and Emergency Services Committee
Tuesday, January 10, 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

Agenda

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

Staff: General Manager André Pichly, Chief Dusty Martin

CALL TO ORDER

ROLL CALL

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ADOPTION OF AGENDA

APPROVAL OF CONFORMED AGENDA

1. Conformed Agenda – Fire & Emergency Services Committee Meeting – December 6, 2022

OPEN FORUM

Item 12c

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

DEPARTMENT MATTERS: GENERAL BUSINESS

- 2. Designation of Fire and Emergency Services Committee Chair and Vice Chair** (oral, A. Pichly)
- 3. Weed and Rubbish Abatement Ordinance Amendment** (K. Richards) – Staff report / Review and discuss / forward to full Board
- 4. 2023 Work Plan Development** – (A. Pichly, D. Martin) Staff report / Review and discuss / not an action item
- 5. Update on Fire Master Plan consultant research** (D. Martin, A. Pichly) – No staff report / information only / not an action item
- 6. Station 88 facility relocation** (D. Martin) – No staff report / information only / not an action item
- 7. Weed Abatement and Fuels Reduction update** (K. Richards) No staff report / information only / not an action item

STAFF UPDATES

- 8. Fire Department Report** – January 2023 (C. Siebert) – Staff report / Information only / Not an action item

ITEMS FOR FUTURE COMMITTEE AGENDAS

ITEMS TO TAKE TO THE BOARD OF DIRECTORS

MATTERS TO AND FROM COMMITTEE MEMBERS & STAFF

- 9. Flyer for 3D Wildfire Simulations presentation series** hosted by the Greater Cameron Park FireSafe Council

ADJOURNMENT

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



Parks & Recreation Committee
Monday, January 9, 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_YzY4NmVIZjEtOGFkOS00YjU2LWFhY2U4YjY2ODYyMWM1YWZi%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 Monique Scobey (MS), Director Tim Israel (TI), Alt. Director Sid Bazett

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

CALL TO ORDER

ROLL CALL

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APPROVAL OF AGENDA

APPROVAL OF CONFORMED AGENDAS

1. Conformed Agenda – Parks & Recreation Committee Meeting – December 5, 2022

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. 2023 Work Plan Development - (A. Pichly) Discuss and file**

- 3. Staff Oral & Written Updates**
 - a. **Receive and File** - Recreation Report (K. Vickers) Information only / Not an Action Item
 - b. **Receive and File** - Parks & Facilities Report (M. Grassle) Information only / Not an Action Item

- 4. Items for December & Future Committee Agendas**
 - a. Conduct in the Parks (Feb)
 - b. Registration Software Update (Feb)
 - c. Parks Gift Donation Program (March)
 - d. Pickle Ball Sound Mitigation task force report (April)

- 5. Items to take to the Board of Directors**

MATTERS TO AND FROM COMMITTEE MEMBERS

ADJOURNMENT