



**CAMERON PARK COMMUNITY SERVICES DISTRICT**

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

# **AGENDA**

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

**REGULAR BOARD MEETING**  
**Wednesday, January 20, 2021**  
**6:30 p.m.**

**TELECONFERENCE ZOOM MEETING**  
**<https://us02web.zoom.us/j/83698724180>**

**Meeting ID: 836 9872 4180**

(Teleconference/Electronic Meeting Protocols are attached)

## **Board Members**

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

# AGENDA

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## **CALL TO ORDER**

1. Roll Call
  2. Pledge of Allegiance
- 

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

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## **ADOPTION OF THE AGENDA**

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

3. Adopt the Agenda
- 

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

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

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## **WORKSHOP #2 – Strategic Plan**

*Board of Directors will be engaged in their second Workshop for the District's 5 Year Strategic Plan. Community participation is welcomed. The Workshop will concentrate on the District's Mission, Vision and Values statements.*

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## **APPROVAL OF CONSENT AGENDA**

*The following Consent Agenda items are considered routine and will be acted upon by the Board without discussion with one vote. Any item may be removed from the Consent Agenda by a Board member or a member of the audience and placed under General Business #9 to be discussed and acted upon individually.*

4. Conformed Agenda – Board of Directors Meeting December 16, 2020
  5. Conformed Agenda – Board of Directors Strategic Plan Workshop January 13, 2021
  6. **Receive and File** General Manager's Report
  7. **APPROVE** Fiscal Year 2021-2022 Budget Calendar
  8. **Receive and File Report Out, Closed Session December 16, 2020** Approval of Settlement Agreements, Cameron Park CSD v. Prowest PCM, Inc., El Dorado Superior Court Case No. PC20180258
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# AGENDA

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## GENERAL BUSINESS

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

9. Items removed from the Consent Agenda for discussion
  10. **APPROVE** Fiscal Year 2020-2021 Fiscal Year Mid-Year Budget Adjustments
- 

## 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.*

11. General Matters to/from Board Members and Staff
    - Upcoming Trainings & Community Meetings
      - Sexual Harassment Prevention Training for Supervisors (Webinar) – Tuesday, January 26, 2021
      - CSDA Gold Country Chapter Workshop Strategic Planning & Tenured Board Member discussion panel (Virtual) – January 27, 2021
      - How to Complete Your Form 700 (Webinar) – February 22, 2021
      - 2021 SDRMA Spring Education Day (Virtual) – Wednesday, March 3, 2021 & Thursday, March 4, 2021
  12. Committee Reports
    - a. Budget & Administration
    - b. Covenants, Conditions & Restrictions (CC&R)
    - c. Fire & Emergency Services
    - d. Parks & Recreation
- 

## PUBLIC COMMENT

*At this time, members of the public may speak on any closed session agenda item. Closed sessions may be called as necessary for personnel, litigation, and labor relations or to meet the negotiator prior to the purchase, sale, exchange, or lease of real property. Members of the public may address the Board prior to closing the meeting.*

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## ADJOURNMENT

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# AGENDA

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

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# Teleconference/Electronic Meeting Protocols

## Cameron Park Community Services District

(Effective April 2, 2020)

*WHEREAS, on March 4, 2020, Governor Newsome proclaimed a State of Emergency to exist in California as a result of the threat of COVID-19; and*

*WHEREAS, March 17, 2020, Governor Newsome issued Executive Order N-29-20 suspending parts of the Brown Act that required in-person attendance of Board members and citizens at public meetings; and*

*WHEREAS, on March 19, 2020, Governor Newsome issued Executive Order N-33-20 directing most individuals to shelter at home or at their place of residence.*

*NOW, THEREFORE, the Cameron Park Community Services District will implement the following protocols for its Board and committee meetings.*

The guidance below provides useful information for accessing Cameron Park Community Services District (“District”) meetings remotely and establishing protocols for productive meetings.

### **BOARD AND COMMITTEE MEMBERS:**

- **Attendance.** Board and Committee Members should attend District meetings remotely from their homes, offices, or an alternative off-site location. As per the Governor’s updated Executive Order N-29-20, there is no longer a requirement to post agendas at or identify the address of these locations.
- **Agendas.** Agenda packages will be made available on the District’s website. They will also be sent by email to all Board and Committee Members. Note that under the circumstances, District staff may not be able to send paper packets.
- **Board and Committee Member Participation.** Meeting Chair(s) will recognize individual Board and Committee Members and unmute their device so that comments may be heard or will read comments if they are provided in writing only.

## **PUBLIC PARTICIPATION:**

- **Attendance.** The District’s office will remain closed to the public until further notice. Members of the public will be able to hear and/or see public meetings via phone, computer, or smart device. Information about how to observe the meeting is listed on the agenda of each meeting.
- **Agendas.** Agendas will be made available on the District’s website and to any members of the public who have a standing request, as provided for in the Brown Act.
- **Public Participation.** The public can observe and participate in a meeting as follows:
  - **How to Observe the Meeting:**
    - **Telephone:** Listen to the meeting live by calling Zoom at (669) 900-6833 or (346) 248 7799. Enter the Meeting ID# listed at the top of the applicable Board or Committee agenda followed by the pound (#) key. More phone numbers can be found on Zoom’s website at <https://us04web.zoom.us/j/6699006833> if the line is busy.
    - **Computer:** Watch the live streaming of the meeting from a computer by navigating to the link listed at the top of the applicable Board or Committee agenda using a computer with internet access that meets Zoom’s system requirements (<https://support.zoom.us/hc/en-us/articles/201362023-System-Requirements-for-PC-Mac-and-Linux>)
    - **Mobile:** Log in through the Zoom mobile app on a smartphone and enter the Meeting ID# listed at the top of the applicable Board or Committee agenda.
  - **How to Submit Public Comments:**
    - **Before the Meeting:** Please email your comments to [admin@cameronpark.org](mailto:admin@cameronpark.org), with “Public Comment” in the subject line. In the body of the email, include the agenda item number and title, as well as your comments. If you would like your comment to be read aloud at the meeting (not to exceed 3 minutes at staff’s cadence), prominently write “Read Aloud at Meeting” at the top of the email. Emails running longer than the time limit will not be finished. All comments received at least 2 hours prior to the meeting on the day the meeting will be held, will be included as an agenda supplement on the District’s website

under the relevant meeting date, and provided to the Directors/Committee Members at the meeting. Comments received after that time will be treated as contemporaneous comments.

- **Contemporaneous Comments:** During the meeting, the Board President/Committee Chair or designee will announce the opportunity to make public comments. If you would like to make a comment during this time, you may do so by clicking the “raise hand” button. You will be addressed and un-muted when it is your turn to speak (not to exceed the 3 minute public comment time limit).

#### **FOR ALL PARTICIPANTS:**

- **Get Connected:** Please download Zoom application for your device and familiarize yourself with how to utilize this tool. There is no cost for using the application.
- **Ensure Quiet.** All audience members will be muted during the meeting until they are addressed by the Board/Committee as their time to speak. Please make every effort to find a location with limited ambient noise. Please turn off the ringer on your phone and other notification sounds on your devices to reduce interruptions.

We anticipate that this process of moving to remote meetings will likely include some challenges. Please bear with us as we navigate this process.



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# **CONFORMED AGENDA**

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

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

**TELECONFERENCE ZOOM MEETING**  
**<https://us02web.zoom.us/j/83795764429>**

**Meeting ID: 837 9576 4429**

(Teleconference/Electronic Meeting Protocols are attached)

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

## **Board Members**

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

# CONFORMED AGENDA

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## **CALL TO ORDER – 6:36pm**

1. Roll Call – MS/FC/EA/EW
  2. Pledge of Allegiance
- 

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

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## **OATH OF OFFICE**

Eric Aiston Four-year term (2024) – Oath administered by Monique Scobey  
Sidney Bazett Four-year term (2024) – Oath administered by Monique Scobey

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## **ADOPTION OF THE AGENDA**

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

3. Adopt the Agenda

*Motion to adopt the Agenda.*

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

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## **RECOGNITIONS AND PRESENTATIONS**

*Board of Directors expresses appreciation to members of the community, District staff, or the Board for extra efforts as volunteers, committee members or community-minded citizens.*

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

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

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# CONFORMED AGENDA

## APPROVAL OF CONSENT AGENDA

*The following Consent Agenda items are considered routine and will be acted upon by the Board without discussion with one vote. Any item may be removed from the Consent Agenda by a Board member or a member of the audience and placed under General Business #13 to be discussed and acted upon individually.*

4. Conformed Agenda – Board of Directors Meeting November 18, 2020
5. Conformed Agenda – Board of Directors Special Meeting December 3, 2020
6. Conformed Agenda – Parks & Recreation Committee Meeting November 2, 2020
7. General Manager’s Report
8. **APPROVE** California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act Of 2018 (Prop 68) Per Capita Grant Program - Applications for Sports Field Renovations (W.Kahn)
9. **APPROVE** 2021 Board Meeting Calendar (J.Ritzman)
10. **APPROVE** New ARC Fee Items (J.Mog)
11. **APPROVE** Resolution 2020-28 Approving the Memorandum Of Agreement between Cameron Park Community Services District and Lake Tahoe Community College for Supplemental Instruction; and Resolution 2020-29 Approving Amendment to the Memorandum of Agreement between Cameron Park Community Services District and the California Department of Forestry and Fire Protection for the Cooperative Use of the Lake Tahoe Community College District Related and Supplemental Instruction Agreement (S.Moranz)
12. **RECEIVE AND FILE** Brighton Energy’s Energy Efficiency Upgrade - Project Outcomes (M.Grassle)
13. **APPROVE** Accountability Act Report for Fiscal Year 2019-20 (V.Neibauer)

- *Motion to move Items #16 & #17 ahead of Item #15*

*EA/FC – Motion Failed*

*Ayes – EA, FC*

*Noes – MS, SB, EW*

*Absent – None*

*Abstain – None*

- *Motion to adopt the Consent Agenda*

*EA/SB – Motion Passed*

*Ayes – MS, EA, SB, FC, EW*

*Noes – None*

*Absent – None*

*Abstain – None*



# CONFORMED AGENDA

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## 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.*

14. Items removed from the Consent Agenda for discussion

15. **APPROVE** Resolution 2020-30 Approving the Agreement Between Cameron Park Community Services District and Callander Associates Landscape Architects for the Cameron Park Lake Splash Pad (M.Grassle)

- *Motion to Approve Resolution 2020-30 Approving the Agreement Between Cameron Park Community Services District and Callander Associates Landscape Architects for the Cameron Park Lake Splash Pad*

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

16. **APPROVE** Resolution 2020-31 Approving the Amendment to the Agreement Between Cameron Park Community Services District and ARC Alternatives (J.Ritzman)

- *Motion to Approve Resolution 2020-31 Approving the Amendment to the Agreement Between Cameron Park Community Services District and ARC Alternatives*

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

## CONFORMED AGENDA

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17. **APPROVE** Proposed Revisions to Cameron Park Community Services District Policy 4060 – Committees of the Board of Directors and Bylaws Section 6.13 (J.Ritzman)

- *Motion to Approve Proposed Revisions to Cameron Park Community Services District Policy 4060 – Committees of the Board of Directors and Bylaws Section 6.13 with the following correction:*
  - o *Typo correction 4060.2 – 4060.2.4 correct numbering 4060.1*
  - o *Typo correction 4060.1 correct numbering 4060.2*

*SB/FC – Motion Passed*

*Ayes – MS, EA, SB, FC, EW*

*Noes – None*

*Absent – None*

*Abstain – None*

18. **NOMINATE & ELECT** Election of President and Vice President (J.Ritzman)

*President: Eric Aiston*

*MS/SB – Motion Passed*

*Ayes – MS, SB, FC, EW*

*Noes – None*

*Absent – None*

*Abstain – EA*

*Vice President: Felicity Carlson*

*EA/MS – Motion Passed*

*Ayes – MS, EA, SB, EW*

*Noes – None*

*Absent – None*

*Abstain – FC*

# CONFORMED AGENDA

## BOARD INFORMATION ITEMS

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

### 19. General Matters to/from Board Members and Staff

- Upcoming Trainings & Community Meetings
  - Brown Act Principles (Webinar) – Thursday, January 14, 2021
  - Public Service Ethics AB 1234 (Webinar) – Wednesday, January 20, 2021
  - Sexual Harassment Prevention Training for Supervisors (Webinar) – Tuesday, January 26, 2021
  - 2021 SDRMA Spring Education Day (Sacramento) – Tuesday, March 23, 2021

*FC – Thank you to the rest of the Board for the Nomination to be Vice President and for Electing me. Thank you to Director Scobey for serving as President during this very challenging year. Happy Holidays!*

*EW – Excited about the Fire Training Tour; Thank you to weed abatement and getting us through fire season.*

*SB – Thank you to the rest of the Board as well as Staff and the Fire Department for all of the guidance you had to offer and all of the Parks and Facility tours.*

*EA – Excited for this upcoming year and the upcoming projects moving forward; most of the schools in the area were looking at going back to a more normal in person schedule, but that has been push back and is looking more like mid to late January; Encouraging the Board to keep an eye on what the County is allowing us to do.*

*MS – Thank you to Staff for all the accomplishments with the Solar Project and the Parks Improvement Project moving forward, dealing with the pandemic, planning Rec programs and then having them shut down then opened up, then shut down again. Happy Holidays!*

*JR – Strategic Plan is being worked on and our consultant Brett Ives is preparing for the January 13<sup>th</sup> workshop, there is an online survey which is available on the District website, social media, E-Newsletter and schools, will be starting a community outreach.*

### 20. Committee Reports

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

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# CONFORMED AGENDA

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## **PUBLIC COMMENT**

*At this time, members of the public may speak on any closed session agenda item. Closed sessions may be called as necessary for personnel, litigation, and labor relations or to meet the negotiator prior to the purchase, sale, exchange, or lease of real property. Members of the public may address the Board prior to closing the meeting.*

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## **CONVENE TO CLOSED SESSION**

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

- Conference with Legal Counsel - Existing Litigation pursuant to Government Code section 54956.9  
Cameron Park CSD v. Prowest PCM, Inc., El Dorado Superior Court Case No. PC20180258
- 

## **RECONVENE TO OPEN SESSION AND REPORT OUT OF CLOSED SESSION**

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

- *The Board discussed in closed session the item agendaed for closed session and direction was given to staff.*
    - *Conference with Legal Counsel; existing litigation pursuant to government code section 54956.9. Title Cameron Park v. Prowest PCM, Inc., El Dorado Superior Court Case No. PC20180258.*
    - *Direction was given to staff regarding that matter and also a motion was made by Director Carlson seconded by Director Wooten, and adopted unanimously by a vote of 5 to 0 by the Board to resolve this matter regarding certain defendants in exchange for a compensation paid and dismissal of those defendants. Those defendants being; Archer Building, Frazier Masonry, Greg Gottschalk Construction, ISEC, Lawrence Varela, Mud Brothers, SD Ochs and Whitehead Construction*
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## **ADJOURNMENT – 9:47pm**

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# **CONFORMED AGENDA**

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

**Board of Directors  
Strategic Plan Workshop  
Wednesday, January 13, 2021  
6:30 p.m.**

**TELECONFERENCE ZOOM MEETING**  
<https://us02web.zoom.us/j/84536523106>

**Meeting ID: 845 3652 3106**

(Teleconference/Electronic Meeting Protocols are attached)

## **Board Members**

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

# CONFORMED AGENDA

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## **CALL TO ORDER – 6:32pm**

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

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## **ADOPTION OF THE AGENDA**

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

3. Adopt the Agenda

*Motion to adopt the Agenda.*

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

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

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

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## **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.*

4. Workshop – Five Year Strategic Plan
    - *Interactive Slide Show run by Brent Ives with BHI Consulting*
-

# CONFORMED AGENDA

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## BOARD INFORMATION ITEMS

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### 5. General Matters to/from Board Members and Staff

*JR – The District was notified by Chief Moranz of vaccination opportunities for some District Staff and Parks staff has accepted, if/when more opportunities arise the next to be offered a vaccination will be Lifeguards.*

*FC – Please continue to be vigilant when you are outside your homes; wear a mask, wash your hands and maintain social distancing.*

*EW – Nothing to add*

*SB – Got the chance to see the Placer Food Bank (COVID friendly) Event in action last Thursday, very impressive!*

*MS – Signed up through the county website to get on the list for vaccinations*

*EA – Announced the New Community Committee Members for the CC&R and ARC Committees, we had a lot of interest from the community; which is fantastic.*

- *CC&R Committee Welcomes*
  - *Bob Dutta*
  - *Patricia Rivera*
  - *Kelly Kantola*
- *ARC Committee Welcomes*
  - *Brennan Overstreet*
  - *Kathy Markan*
  - *Kathryn Gilfillan*
  - *Alternate – Robert Reid*

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## ADJOURNMENT – 8:21pm

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## Agenda Transmittal

**DATE:** January 20, 2021

**FROM:** Jill Ritzman, General Manager

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

**RECOMMENDED ACTION:** Receive and File.

District staff and business slowed during the holidays, which was a much needed break from the hectic-ness, urgency and continuous changes of 2020. Office closed its doors to in-person visits, but continued responding to phone calls and emails. Re-opening for in-person visits will be evaluated in the coming weeks. The State's Stay-at-Home order prevented most of the District's holiday events, which was disappointing to staff and residents. We remain optimistic for good things in 2021.

Staff met with ARC Alternatives representatives and District's legal counsel to review the proposed Power Purchase Agreement (PPA) with Brighton Energies. ARC is providing comments back to Brighton. A proposed PPA is scheduled for the Board's discussion and consideration at the February Board meeting.

Staff updated the COVID Prevention Plan per OSHA guidelines released in recent weeks. I participated with others on the CSDA Gold Country Chapter Board to plan workshops and secure speakers for the January 27<sup>th</sup> virtual workshop. I attended the EDSWAC meeting on January 11<sup>th</sup>; the Solid Waste Management Plan was updated to concentrate on education and support for the State's required 75% diversion rate.

### CC&R Office

Welcoming new and newly re-appointed community members to both the Architectural Review and CC&R Committees. Staff is developing Orientation materials to enable new community members to become familiar with special districts and their responsibilities.

Policy develop began for Architectural Review Committee.

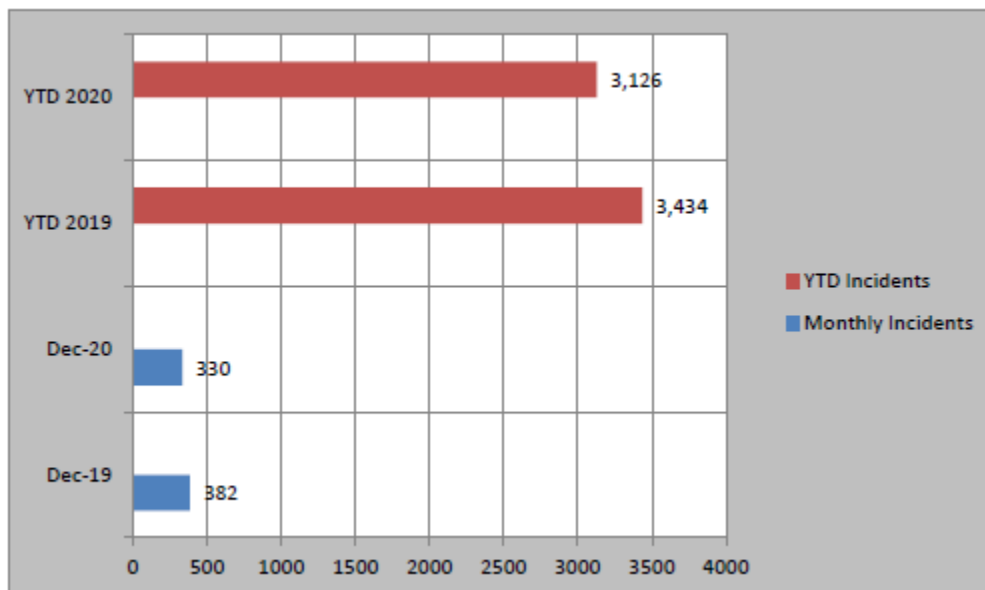


### Fire Department

Fire fuel reduction work was completed at Royal Oak Park, transforming that parkway and trail. Many neighbors expressed their gratitude for the extra fire protection.

All first responders in El Dorado County are eligible for the COVID-19 vaccine, and many CAL FIRE staff assigned to the Cameron Park Fire Department are receiving the vaccine.

The chart below provides information about the number of incidents, comparing calendar year 2019 and 2020. Total incidents have decreased by 9% for the calendar year of 2020 compared to 2019.



### Parks & Facilities Department

CALA began design development work at the old Swimming Lagoon site, which includes a topographic survey, geotechnical evaluation and site analysis. Eastwood Park received a facelift with new bark in the landscaping. The pool's machinery is showing its age. Repairs were made to check valves and hoses that feed chlorine into the pool. Staff is gathering quotes to replace the pool heater.

### Recreation Department

Recreation staff are working with all Departments to develop a mailer for distribution to residents. The mailer will promote the new Annual Pass program, educate about fire safe community efforts, the Strategic Plan survey and other District news.

Recreation Supervisor is investigating several grant opportunities to fund improvements outlined in the Park Improvement Plan. Grants applications will be forthcoming to the Board later this spring.

*Cameron Park  
Community Services District*



## **Agenda Transmittal**

**DATE:** January 20, 2020

**FROM:** Vicky Neibauer, Finance Officer

**AGENDA ITEM #: 7** **FISCAL YEAR 2021-22 DISTRICT BUDGET CALENDAR**

**RECOMMENDED ACTION:** Approve

### **INTRODUCTION**

Staff recommends the Board of Directors approve the Fiscal Year 2021-2022 Budget calendar (Attachment 7A).

This calendar will allow for a District Preliminary Budget to be approved by the statutory deadline of June 30, 2021 and a Final Budget by the statutory deadline of September 1, 2021.

### Attachments

7A – Fiscal Year 2021 - 2022 Budget Calendar

## FY 2021-22 Budget Timeline

### PRELIMINARY BUDGET STATUTORILY REQUIRED TO APPROVE BY JUNE 30, 2020

*LLAD and CCR Funds to be approved by June 5, 2020*

April 1	Budget & Administration Committee Agenda posted	Draft Preliminary Budgets for General Fund, LLADs and CCR.
April 6	<b>Budget &amp; Administration Committee Meeting – General Fund 01, CCR Fund 02, LLADs Funds 30-50</b>	<b>Discuss Preliminary Draft Budgets for General Fund, CCR and LLADs special funds, and provide feedback to staff</b>
April 29	Budget & Administration Committee Agenda posted	Draft Preliminary Budgets for General Fund, CCR, LLADs, Capital Asset Reserves
May 4	<b>Budget &amp; Administration Committee Meeting – General Fund 01, CCR Fund 02, LLADs Funds 30-50; Capital Asset Reserves Funds 07 and 80</b>	Second review of General Fund, LLAD, CCR budgets; forward LLAD and CCR to Board of Directors; first review of Capital Asset Reserves.
May 19	<b>Board of Directors Budget Hearings for LLADs, CCR</b>	<b>LLADs, CCR budget must be approved by June 5, 2020.</b>
May 27	Budget & Administration Committee Agenda posted	FY 2021-22 2 <sup>nd</sup> Draft Preliminary Budget review
June 1	<b>Budget &amp; Administration Committee Meeting – Final Review of Budgets for General Fund and Special Funds</b>	<b>Final Review of proposed Preliminary Budgets; Discuss and Provide Feedback to Staff; Forward to Board of Directors</b>
June 10	Board of Directors Agenda posted	Review of Proposed Preliminary Budgets for District’s General and Special Funds
June 16	<b>Board of Directors Budget Hearings</b>	<b>Conduct Public Hearing and Consider Adoption of FY 2021-22 Preliminary Final Budget – General Fund and Special Funds</b>

### FINAL BUDGET STATUTORILY REQUIRED TO APPROVE BY SEPTEMBER 1, 2020

July 29	Budget & Administration Committee Agenda posted	FY 2021-22 Draft Final Budget
August 3	<b>Budget &amp; Administration Committee Meeting, General Fund 01 and all Special Funds</b>	Discuss and provide feedback to staff regarding edits to budgets; forward to Board of Directors
August 12	Board of Directors Agenda posted	FY 2021-22 Preliminary Final Budget
August 18	<b>Board of Directors Budget Hearings</b>	<b>Conduct Public Hearing and Consider Adoption of FY 2021-22 Final Budget</b>



## Agenda Transmittal

**DATE:** January 20, 2021

**FROM:** Jill Ritzman, General Manager

**AGENDA ITEM #8:** **REPORT OUT, CLOSED SESSION DECEMBER 16, 2020 -  
APPROVAL OF SETTLEMENT AGREEMENTS, CAMERON PARK  
CSD v. PROWEST PCM, INC., EL DORADO SUPERIOR COURT  
CASE NO. PC20180258**

**RECOMMENDED ACTION:** Receive and File.

### Background

In 2017, the District entered into an agreement with Anguis & Terry LLP Attorneys to investigate and pursue (if warranted) a construction defect claim for the Community Center. Since that time, Anguis and Terry attorneys have been working towards resolution with several contractors regarding construction defects at the Community Center.

### Board Action December 16, 2021

In closed session on December 16, 2021, the Board of Directors discussed and approved eight settlement agreements (Attachments A-H) and provided direction to staff regarding the remaining outstanding agreements.

### Attachments:

- 8A – Archer Building
- 8B – Frazier Masonry
- 8C – Greg Gottschalk Construction
- 8D – ISEC
- 8E – Lawrence Varela dba Camerado Glass
- 8F – Mud Brothers
- 8G – SD Ochs
- 8H – Whitehead Construction

**SETTLEMENT AGREEMENT AND  
RELEASE OF CLAIMS**

This agreement is intended to settle claims by Plaintiff Cameron Park Community Services District and Defendant Archer Building Company, Inc. (collectively, "The Parties"). The Parties warrant that this agreement will dispose of all liability as to any and all claims that Plaintiff may assert against Defendant Archer Building Company, Inc. in connection with the lawsuit entitled *Cameron Park Community Services District v. ProWest PCM, Inc., et al.*, El Dorado County Superior Court Case No. PC20180258 ("The Action").

- A.** For and in consideration of the sum of \$9,000.00, The Parties and each of their boards of directors, officers, members, agents, administrators, insurers, successors, and assigns hereby mutually release and forever discharge The Parties, their boards of directors, officers, members, agents, administrators, insurers, successors, and assigns from any and all claims, demands, damages, actions, and causes of action of every kind, known or unknown, arising out of or in any way connected with Cameron Park Community Services District's Community Center, consisting of community buildings, a gymnasium, and other site improvements, which are the subject of The Action.
- B.** For valuable consideration, The Parties further agree as follows:
1. Defendant Archer Building Company, Inc. agrees to pay Plaintiff Cameron Park Community Services District the sum of \$9,000.00;
  2. Plaintiff Cameron Park Community Services District generally releases and discharges Defendant Archer Building Company, Inc. from all claims, known or unknown, latent or patent, including causes of action it possesses or it is legally entitled to prosecute related to the property discussed above;
  3. Defendant Archer Building Company, Inc. generally releases and discharges Plaintiff Cameron Park Community Services District from all claims, known or unknown, latent or patent, including causes of action it possesses or it is legally entitled to prosecute related to the property discussed above.
- C.** The Parties waive the protections afforded by Civil Code section 1542 which reads:
- A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.
- D.** This agreement is a compromise of disputed claims and is not an admission of fault, liability, or the existence of any fact.
- E.** This release shall be binding upon the boards of directors, officers, members, agents, administrators, insurers successors, and assigns of The Parties, and is entered into by The Parties hereto freely, voluntarily, and without fraud, duress, or undue influence, and after

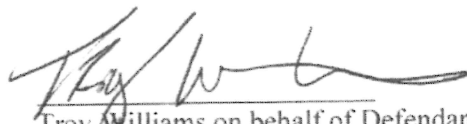
full recommendation of approval by their attorneys, who have discussed this matter with the undersigned, for the purpose of compromise and settling the disputes between The Parties released herein.

- F. Nothing in this Agreement is intended or shall be construed to release any claim against any person or entity who is not a party to this Agreement, including but not limited to the architects, engineers, contractors, subcontractors, and material suppliers involved in the design and construction of the subject property.
- G. This Agreement shall be construed in accordance with, and shall be governed by, the procedural and substantive laws of the State of California.
- H. This Agreement may be executed in one or more counterparts and by separate parties on separate counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument.
- I. This Agreement contains the entire understanding of The Parties concerning this matter. This Agreement may be amended or modified only by a writing executed by The Parties.
- J. The Parties hereto agree that each of them will bear their own costs, expenses, and attorneys' fees arising out of and/or connected with all matters arising out of or in connection with the claims, actions, and the dispute described herein.
- K. The Parties hereby stipulate and agree that the court will retain jurisdiction over The Parties to enforce the terms of this settlement pursuant to Code of Civil Procedure section 664.6.
- L. This agreement is contingent upon the determination of a good faith settlement by the Court.

Dated: 12-29-20

  
On behalf of Plaintiff Cameron Park Community  
Services District

Dated: 9-23-2020

  
Troy Williams on behalf of Defendant Archer  
Building Company, Inc.

**SETTLEMENT AGREEMENT AND MUTUAL RELEASE**

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

**1.0 RECITALS**

- A. WHEREAS, there is pending litigation in the Superior Court of the State of California, County of El Dorado, an action entitled Cameron Park Community Services District v. Prowest PCM, Inc. et al., Case No. PC20180258. PLAINTIFF filed a Complaint (“COMPLAINT”) on or about May 21, 2018 (hereinafter “ACTION”) against several entities including DEFENDANT. PLAINTIFF alleges construction deficiencies relating to the construction of the Cameron Park Community Center (“SUBJECT PROPERTY”).
- B. WHEREAS, PLAINTIFF published a Conceptual Cost Estimate Summary of Recommended Repairs dated May 20, 2019, which contains various defect claims, recommended repairs, and estimated cost of repair.
- C. WHEREAS, after participating in arms-length mediation on June 1, 2020, before Mediator Peter Dekker, PLAINTIFF and DEFENDANT reached a settlement of those disputed allegations and defect claims related to and/or arising out of PLAINTIFF’s Complaint and PLAINTIFF’s Conceptual Cost Estimate Summary of Recommended Repairs pertaining to DEFENDANT’s performance of work at the SUBJECT PROPERTY.



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

**2.0 SETTLEMENT TERMS**

**A. NO ADMISSION**

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

**B. PAYMENT TERMS**

In consideration of the respective release and dismissal of DEFENDANT from the ACTION, the insurers for DEFENDANT will pay PLAINTIFF the total amount of Two Thousand Five Hundred Dollars and Zero Cents (\$2,500.00). Payment shall be checks or drafts payable to "Angius & Terry LLP Client Trust Account", Tax Identification Number 94-312-7478, no later than thirty (30) days after the Court grants DEFENDANT's motion for good faith determination order and PLAINTIFF'S execution and delivery of this AGREEMENT. PLAINTIFF shall file a Request for Dismissal within fifteen (15) days of all funds clearing the Angius & Terry Client Trust Account.

**3.0 MUTUAL RELEASE**

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

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

**4.0 WAIVER OF CALIFORNIA CIVIL CODE SECTION 1542**

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

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

**5.0 DISMISSALS**

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

**6.0 STIPULATION IN WRITING**

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

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

**7.0 ADVICE OF COUNSEL**

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

#### **8.0 COMPROMISE**

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

#### **9.0 ATTORNEYS' FEES AND COSTS**

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

#### **10.0 COUNTERPARTS**

The AGREEMENT may be executed in counterparts and so executed shall constitute one AGREEMENT which shall be binding upon all SETTLING PARTIES hereto, notwithstanding that all the SETTLING PARTIES' signatures do not appear on

the same page. A party that does not sign this AGREEMENT is not entitled to and shall not use it to enforce settlement against other SETTLING PARTIES to this AGREEMENT. If a settling party refuses to sign, the SETTLING PARTIES agree that the El Dorado County Court Clerk may act as Elisor to sign on behalf of the party refusing to sign.

## **11.0 GENERAL PROVISIONS**

### **11.1 CONSTRUCTION OF AGREEMENT**

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

### **11.2 BINDING EFFECT**

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

### **11.3 EFFECTIVE DATE**

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

### **11.4 CONTROLLING LAW**

The AGREEMENT shall be interpreted in accordance with and governed in all respects by the laws of the State of California. If any provision, or any part thereof, of this AGREEMENT shall for any reason be held invalid, unenforceable, or contrary to

public policy or any law, then the remainder of this AGREEMENT shall not be affected thereby.

11.5 **WAIVER AND AMENDMENT**

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

11.6 **CAPTIONS AND INTERPRETATIONS**

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

11.7 **SEVERABILITY/PARTIAL INVALIDITY**

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

11.8 **ENTIRE AGREEMENT**

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

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

11.9 **NO THIRD-PARTY BENEFICIARIES**

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

11.10 **ENFORCEMENT**

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

11.11 **VOLUNTARY AGREEMENT / UNDERSTANDING OF AGREEMENT**

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

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

11.12 **AUTHORITY TO SIGN**

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

11.13 **SIGNATURE PER CCP § 664.7**

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

*Signatures on the following page*

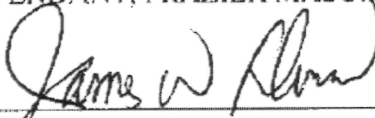
THE PARTIES ACKNOWLEDGE THAT THEY HAVE EXECUTED THIS AGREEMENT FREELY AFTER INDEPENDENT INVESTIGATION AND WITHOUT FRAUD OR UNDUE INFLUENCE. THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND EACH AND EVERY PROVISION HEREIN AND INTEND TO BE BOUND BY ALL ITS TERMS

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

DATE: 12/29/20 PLAINTIFF, CAMERON PARK COMMUNITY SERVICES DISTRICT

By:   
Eric Aiston  
Print Name

DATE: 8/20/20 DEFENDANT, FRAZIER MASONRY CORPORATION

By:   
James W. Doran  
Print Name

Signed pursuant to CCP § 664.7



**SETTLEMENT AGREEMENT AND MUTUAL RELEASE**

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

**1.0 RECITALS**

- A. WHEREAS, there is pending litigation in the Superior Court of the State of California, County of El Dorado, an action entitled Cameron Park Community Services District v. Prowest PCM, Inc. et al., Case No. PC20180258. PLAINTIFF filed a Complaint (“COMPLAINT”) on or about May 21, 2018 (hereinafter “ACTION”) against several entities including DEFENDANT, Greg K. Gottschalk Construction. PLAINTIFF alleges construction deficiencies relating to the construction of the Cameron Park Community Center (hereinafter “SUBJECT PROPERTY”).
- B. WHEREAS, PLAINTIFF has published a Conceptual Cost Estimate Summary of Recommended Repairs dated May 20, 2019, which contains various defect claims, recommended repairs, and estimated cost of repair.
- C. WHEREAS, after participating in arms-length mediation on June 1, 2020, before Mediator Peter Dekker, PLAINTIFF, Cameron Park Community Services District and DEFENDANT, Greg K. Gottschalk Construction reached a settlement of those disputed allegations and defect claims related to and/or arising out of PLAINTIFF’s Complaint and PLAINTIFF’s Conceptual Cost

Estimate Summary of Recommended Repairs pertaining to Greg K. Gottschalk Construction's performance of work at the SUBJECT PROPERTY.

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

**2.0 SETTLEMENT TERMS**

**A. NO ADMISSION**

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

**B. PAYMENT TERMS**

In consideration of the respective release and dismissal of DEFENDANT, Greg K. Gottschalk Construction from the ACTION, the insurers for DEFENDANT will pay PLAINTIFF, Cameron Park Community Services District the total amount of Five Thousand Dollars and Zero Cents (\$5,000.00). Payment shall be checks or drafts payable to "Angius & Terry LLP Client Trust Account", Tax Identification Number 94-312-7478, no later than thirty (30) days after the Court grants DEFENDANT's motion for good faith determination order and PLAINTIFF'S execution and delivery of this AGREEMENT. PLAINTIFF shall file a Request for Dismissal within fifteen (15) days of all funds clearing the Angius & Terry Client Trust Account.

**3.0 MUTUAL RELEASE**

Except as to rights and obligations created by this AGREEMENT, for value received, the receipt and adequacy of which is hereby acknowledged, PLAINTIFF, Cameron Park Community Services District and DEFENDANT, Greg K. Gottschalk Construction hereby release each other and their respective officers, agents, managers,

employers, employees, directors, assignees, heirs, devisees, affiliated or related entities, members, partners, subsidiaries, past, present and future principals, agents, officers, directors, shareholders, sureties, insurers, attorneys, as applicable, from, and relinquish, any and all past, present, or future claims, demands, obligations, or causes of action for compensatory or punitive damages, costs, losses, expenses and compensation, whether based in tort, contract or other legal or equitable theories of recovery that the parties may have, or may accrue, or be acquired arising from or relating to this ACTION, whether known or unknown, which the parties now have, or may after the signing of this AGREEMENT have, based on or arising out of the ACTION.

**4.0 WAIVER OF CALIFORNIA CIVIL CODE SECTION 1542**

All SETTLING PARTIES specifically acknowledge that they have been informed by their legal counsel of the provisions of Section 1542 of the California Civil Code, and the SETTLING PARTIES expressly waive and relinquish any rights or benefits available to them under this statute. California Civil Code section 1542 provides:

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

Notwithstanding section 1542 of the California Civil Code, or any other statute or rule of law of similar effect, this AGREEMENT shall be given full force and effect according to each and all of its express terms and provisions, including those related to any unknown or unsuspected claims, liabilities, demands, or causes of action in existence at the time of executing this AGREEMENT. ALL SETTLING PARTIES HAVE BEEN ADVISED BY THEIR LEGAL COUNSEL, SPECIFICALLY AS TO THE EFFECT OF THIS WAIVER, AND THE SETTLING PARTIES EXPRESSLY ACKNOWLEDGE THAT THEY

UNDERSTAND THE SIGNIFICANCE AND CONSEQUENCES OF THE EXPRESS  
WAIVER OF CALIFORNIA CIVIL CODE SECTION 1542.

**5.0 DISMISSALS**

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

**6.0 STIPULATION IN WRITING**

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

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

**7.0 ADVICE OF COUNSEL**

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

**8.0 COMPROMISE**

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

**9.0 ATTORNEYS' FEES AND COSTS**

Each of the SETTLING PARTIES hereto acknowledges and agrees that each of them is to bear its own costs, expenses, and attorneys' fees arising out of or connected with

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

#### **10.0 COUNTERPARTS**

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

#### **11.0 GENERAL PROVISIONS**

##### **11.1 CONSTRUCTION OF AGREEMENT**

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

##### **11.2 BINDING EFFECT**

This AGREEMENT shall be binding upon and inure to the benefit of the SETTLING PARTIES hereto and their respective past and present heirs, executors, administrators, trustors, trustees, beneficiaries, predecessors, successors, members, assigns, partners, partnerships, parents, subsidiaries, affiliated and related entities, officers, directors, principals, agents, servants, employees, representatives, insurance carriers, and

all persons, firms, associations and/or corporations connected with them, including any buyers or acquiring lien holders of the SUBJECT PROPERTY.

11.3 **EFFECTIVE DATE**

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

11.4 **CONTROLLING LAW**

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

11.5 **WAIVER AND AMENDMENT**

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

11.6 **CAPTIONS AND INTERPRETATIONS**

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

11.7 **SEVERABILITY/PARTIAL INVALIDITY**

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

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

11.8 **ENTIRE AGREEMENT**

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

11.9 **NO THIRD-PARTY BENEFICIARIES**

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

11.10 **ENFORCEMENT**

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

11.11 **VOLUNTARY AGREEMENT / UNDERSTANDING OF AGREEMENT**

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

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

11.12 **AUTHORITY TO SIGN**

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

11.13 **SIGNATURE PER CCP § 664.7**

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



*Signatures on the following page*

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

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

DATE: 12/29/20

PLAINTIFF, CAMERON PARK COMMUNITY SERVICES DISTRICT

By: Eric Aiston

Eric Aiston  
Print Name

DEFENDANT, GREG K. GOTTSCHALK CONSTRUCTION

DATE:

By: \_\_\_\_\_

\_\_\_\_\_  
Print Name

*Signatures continue on the following page*

**APPROVED AS TO FORM:**


DATE:

**ANGIUS & TERRY LLP**

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

DATE:

**BREMER WHYTE BROWN &  
O'MEARA LLP**

By:   
ARASH S. ARABI, ESQ.  
SAMMY Z. DABOUSSI, ESQ.  
Attorneys for Defendant, GREG K.  
GOTTSCHALK dba GREG K.  
GOTTSCHALK CONSTRUCTION

[end of attorney signatures]

**SETTLEMENT AGREEMENT AND MUTUAL RELEASE**

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

**1.0 RECITALS**

- A. WHEREAS, there is pending litigation in the Superior Court of the State of California, County of El Dorado, an action entitled Cameron Park Community Services District v. Prowest PCM, Inc. et al., Case No. PC20180258. PLAINTIFF filed a Complaint ("COMPLAINT") on or about May 21, 2018 (hereinafter "ACTION") against several entities including DEFENDANT, ISEC, Inc. PLAINTIFF alleges construction deficiencies relating to the construction of the Cameron Park Community Center (hereinafter "SUBJECT PROPERTY").
- B. WHEREAS, PLAINTIFF has published a Conceptual Cost Estimate Summary of Recommended Repairs dated May 20, 2019, which contains various defect claims, recommended repairs, and estimated cost of repair.
- C. WHEREAS, after participating in arms-length mediation on June 1, 2020, before Mediator Peter Dekker, PLAINTIFF, Cameron Park Community Services District and DEFENDANT, ISEC, Inc. reached a settlement of those disputed allegations and defect claims related to and/or arising out of PLAINTIFF's Complaint and PLAINTIFF's Conceptual Cost Estimate Summary of Recommended Repairs pertaining to ISEC, Inc.'s performance of work at the SUBJECT PROPERTY.

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

**2.0 SETTLEMENT TERMS**

**A. NO ADMISSION**

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

**B. PAYMENT TERMS**

In consideration of the respective release and dismissal of DEFENDANT, ISEC, Inc. from the ACTION, the insurers for DEFENDANT will pay PLAINTIFF, Cameron Park Community Services District the total amount of Ten Thousand Dollars and Zero Cents (\$10,000.00). Payment shall be checks or drafts payable to "Angius & Terry LLP Client Trust Account", Tax Identification Number 94-312-7478, no later than thirty (30) days after the Court grants DEFENDANT's motion for good faith determination order and PLAINTIFF'S execution and delivery of this AGREEMENT. PLAINTIFF shall file a Request for Dismissal within fifteen (15) days of all funds clearing the Angius & Terry Client Trust Account.

**C. GOOD FAITH SETTLEMENT**

The parties agree and acknowledge that this settlement is contingent upon the court finding that the settlement between the parties was reached in good faith. An application for good faith determination was filed on or about August 14, 2020.

**3.0 MUTUAL RELEASE**

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

**4.0 WAIVER OF CALIFORNIA CIVIL CODE SECTION 1542**

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

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

**5.0 DISMISSALS**

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

**6.0 STIPULATION IN WRITING**

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

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

**7.0 ADVICE OF COUNSEL**

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

**8.0 COMPROMISE**

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

**9.0 ATTORNEYS' FEES AND COSTS**

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

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

#### **10.0 COUNTERPARTS**

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

#### **11.0 GENERAL PROVISIONS**

##### **11.1 CONSTRUCTION OF AGREEMENT**

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

##### **11.2 BINDING EFFECT**

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

##### **11.3 EFFECTIVE DATE**

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



**11.4 CONTROLLING LAW**

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

**11.5 WAIVER AND AMENDMENT**

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

**11.6 CAPTIONS AND INTERPRETATIONS**

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

**11.7 SEVERABILITY/PARTIAL INVALIDITY**

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

**11.8 ENTIRE AGREEMENT**

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

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

11.9 **NO THIRD-PARTY BENEFICIARIES**

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

11.10 **ENFORCEMENT**

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

11.11 **VOLUNTARY AGREEMENT / UNDERSTANDING OF AGREEMENT**

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

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

**11.12 AUTHORITY TO SIGN**

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

**11.13 SIGNATURE PER CCP § 664.7**

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

***Signatures on the following page***

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

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

DATE: 12/29/20 PLAINTIFF, CAMERON PARK COMMUNITY SERVICES DISTRICT

By: Eric Aiston  
Eric Aiston  
Print Name

DEFENDANT, ISEC, INC.

DATE: 9/3/2020

By: Michael Polanchuk  
MICHAEL POLANCHUK  
Print Name  
EXECUTIVE VICE PRESIDENT

*Signatures continue on the following page*

**APPROVED AS TO FORM:**

DATE:

**ANGIUS & TERRY LLP**

By: \_\_\_\_\_

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

DATE: 9/4/20

**LAW OFFICE OF THOMAS J. BURNS**

By: \_\_\_\_\_

  
STACEY L. MALCOLM, ESQ.  
Attorneys for Defendant, ISEC, INC.

[end of attorney signatures]

**SETTLEMENT AGREEMENT AND MUTUAL RELEASE**

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

**1.0 RECITALS**

- A. WHEREAS, there is pending litigation in the Superior Court of the State of California, County of El Dorado, an action entitled Cameron Park Community Services District v. Prowest PCM, Inc., et al., Case No. PC20180258. PLAINTIFF filed a Complaint (“COMPLAINT”) on or about May 21, 2018 (hereinafter “ACTION”) against several entities including DEFENDANT, Lawrence Varela dba Camerado Glass. PLAINTIFF alleges construction deficiencies relating to the construction of the Cameron Park Community Center (hereinafter “SUBJECT PROPERTY”).
- B. WHEREAS, PLAINTIFF has published a Conceptual Cost Estimate Summary of Recommended Repairs dated May 20, 2019, which contains various defect claims, recommended repairs, and estimated cost of repair.
- C. WHEREAS, after participating in arms-length mediation on May June 1, 2020, before Mediator Peter Dekker, PLAINTIFF, Cameron Park Community Services District and DEFENDANT, Lawrence Varela dba Camerado Glass reached a settlement of those disputed allegations and defect claims related to and/or arising out of PLAINTIFF’s Complaint and PLAINTIFF’s Conceptual Cost Estimate Summary of Recommended Repairs pertaining to Lawrence

Varela dba Camerado Glass' performance of work at the SUBJECT PROPERTY.

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

**2.0 SETTLEMENT TERMS**

**A. NO ADMISSION**

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

**B. PAYMENT TERMS**

In consideration of the respective release and dismissal of DEFENDANT, Lawrence Varela dba Camerado Glass from the Action, the insurers for DEFENDANT will pay PLAINTIFF, Cameron Park Community Services District the total amount of Twenty-Two Thousand, Seven Hundred and Seventy-Seven Dollar and Zero Cents (\$22,777.00). Payment shall be checks or drafts payable to "Angius & Terry LLP Client Trust Account, Tax Identification Number 94-312-7478, no later than thirty (30) days after the Court grants DEFENDANT's motion for good faith determination order and execution of this AGREEMENT.

**3.0 MUTUAL RELEASE**

Except as to rights and obligations created by this AGREEMENT, for value received, the receipt and adequacy of which is hereby acknowledged, PLAINTIFF, Cameron Park Community Services District hereby releases DEFENDANT, Lawrence Varela dba Camerado Glass, and its officers, agents, employers, employees, directors, assignees, heirs, devisees, affiliated or related entities, members, partners, subsidiaries,

past, present and future principals, agents, officers, directors, shareholders, sureties, insurers, attorneys, as applicable, from, and relinquish, any and all past, present, or future claims, demands, obligations, or causes of action for compensatory or punitive damages, costs, losses, expenses and compensation, whether based in tort, contract or other legal or equitable theories of recover that PLAINTIFF has or may accrue to, or be acquired by PLAINTIFF arising from or relating to this ACTION, whether known or unknown, which PLAINTIFF now has, or may after the signing of this AGREEMENT have, against DEFENDANT based on or arising out of the ACTION and that PLAINTIFF has asserted in the ACTION, including with limitation, any claims that PLAINTIFF may have against DEFENDANT and any of DEFENDANT's insurance policies based on any claims for attorney fees or any alleged failures to defend or indemnify PLAINTIFF from the defect allegations and/or claims asserted in the ACTION.

#### **4.0 WAIVER OF CALIFORNIA CIVIL CODE SECTION 1542**

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

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

#### **5.0 DISMISSALS**

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

#### **6.0 STIPULATION IN WRITING**

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



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

**7.0 ADVICE OF COUNSEL**

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

**8.0 COMPROMISE**

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

**9.0 ATTORNEYS' FEES AND COSTS**

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

**10.0 COUNTERPARTS**

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

**11.0 GENERAL PROVISIONS****11.1 CONSTRUCTION OF AGREEMENT**

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

**11.2 BINDING EFFECT**

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

**11.3 EFFECTIVE DATE**

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

**11.4 CONTROLLING LAW**

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

#### 11.5 WAIVER AND AMENDMENT

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

#### 11.6 CAPTIONS AND INTERPRETATIONS

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

#### 11.7 SEVERABILITY/PARTIAL INVALIDITY

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

#### 11.8 ENTIRE AGREEMENT

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

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

11.9 **NO THIRD-PARTY BENEFICIARIES**

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

11.10 **ENFORCEMENT**

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

11.11 **VOLUNTARY AGREEMENT / UNDERSTANDING OF AGREEMENT**

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

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

11.12 **AUTHORITY TO SIGN**

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

11.13 **SIGNATURE PER CCP § 664.7**

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

*Signatures on the following page*

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

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

DATE: 12/29/20

PLAINTIFF, CAMERON PARK COMMUNITY SERVICES DISTRICT

By: Eric Aiston  
Eric Aiston  
Print Name

DEFENDANT, LAWRENCE VARELA DBA CAMERADO GLASS

DATE:

By: Lawrence Varela  
Lawrence Varela  
Print Name

*Signatures continue on the following page*

APPROVED AS TO FORM:

DATE:

ANGIUS & TERRY LLP

By: \_\_\_\_\_

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

DATE:

KENNEDY & SOUZA, APC

By: \_\_\_\_\_

KEVIN P. KENNEDY, ESQ.  
DANIEL A. IKERI, ESQ.  
Attorneys for Defendant, LAWRENCE  
VARELA DBA CAMERADO GLASS

[end of attorney signatures]

**SETTLEMENT AGREEMENT AND MUTUAL RELEASE**

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

**1.0 RECITALS**

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



Summary of Recommended Repairs pertaining to MUD BROTHERS, INC.'s performance of work at the SUBJECT PROPERTY.

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

**2.0 SETTLEMENT TERMS**

**A. NO ADMISSION**

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

**B. PAYMENT TERMS**

In consideration of the respective release and dismissal of DEFENDANT, MUD BROTHERS, INC. from the ACTION, the insurers for DEFENDANT will pay PLAINTIFF, Cameron Park Community Services District the total amount of Seventy-Five Thousand Dollars and Zero Cents (\$75,000). Payment shall be checks or drafts payable to "Angius & Terry LLP Client Trust Account", Tax Identification Number 94-312-7478, no later than thirty (30) days after the Court grants DEFENDANT's motion for good faith determination order and PLAINTIFF'S execution and delivery of this AGREEMENT. PLAINTIFF shall file a Request for Dismissal within fifteen (15) days of all funds clearing the Angius & Terry Client Trust Account.

**C. GOOD FAITH SETTLEMENT**

The parties agree and acknowledge that this settlement is contingent upon the court

finding that the settlement between the parties was reached in good faith. A motion for determination of good faith settlement was filed on or about October 28, 2020.

### **3.0 MUTUAL RELEASE**

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

### **4.0 WAIVER OF CALIFORNIA CIVIL CODE SECTION 1542**

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

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

### **5.0 DISMISSALS**

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

**6.0 STIPULATION IN WRITING**

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

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

**7.0 ADVICE OF COUNSEL**

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

**8.0 COMPROMISE**

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

**9.0 ATTORNEYS' FEES AND COSTS**

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

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

#### **10.0 COUNTERPARTS**

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

#### **11.0 GENERAL PROVISIONS**

##### **11.1 CONSTRUCTION OF AGREEMENT**

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

##### **11.2 BINDING EFFECT**

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

### 11.3 EFFECTIVE DATE

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

### 11.4 CONTROLLING LAW

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

### 11.5 WAIVER AND AMENDMENT

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

### 11.6 CAPTIONS AND INTERPRETATIONS

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

### 11.7 SEVERABILITY/PARTIAL INVALIDITY

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

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

**11.8 ENTIRE AGREEMENT**

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

**11.9 NO THIRD-PARTY BENEFICIARIES**

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

**11.10 ENFORCEMENT**

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

**11.11 VOLUNTARY AGREEMENT / UNDERSTANDING OF AGREEMENT**

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

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

11.12 **AUTHORITY TO SIGN**

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

11.13 **SIGNATURE PER CCP § 664.7**

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

*Signatures on the following page*



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

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

DATE: 12/29/20

PLAINTIFF, CAMERON PARK COMMUNITY SERVICES DISTRICT

By: Eric Aiston

Eric Aiston  
Print Name

DEFENDANT, MUD BROTHERS, INC.

DATE:

By: \_\_\_\_\_

\_\_\_\_\_  
Print Name

*Signatures continue on the following page*

**APPROVED AS TO FORM:**

DATE:

**ANGIUS & TERRY LLP**

By: \_\_\_\_\_

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

DATE:

**RODMAN & ASSOCIATES**

By: \_\_\_\_\_

MEGAN W. WENDELL, ESQ.  
Attorneys for Defendant, MUD  
BROTHERS, INC.

DATE:

**SIMS, LAWRENCE & ARRUTI**

By: \_\_\_\_\_

GREGORY ESTABROOK, ESQ.  
Attorneys for Defendant, MUD  
BROTHERS, INC.

[end of attorney signatures]

## SETTLEMENT & RELEASE AGREEMENT

This Settlement Agreement (“Agreement”) is entered into effective as of the date it is fully executed by:

- Plaintiff CAMERON PARK COMMUNITY SERVICES DISTRICT (hereinafter referred to as “Plaintiff” or “Cameron Park”); and
- Defendant, SD OCHS CONSTRUCTION, INC. (hereinafter referred to as “Defendant” or “SDOC”).

For the purpose of this Agreement, Plaintiff and Defendant are sometimes referred to collectively as the “Settling Parties.”

### **I. RECITALS**

1. Whereas, on May 21, 2018, Plaintiff filed a Complaint entitled *Cameron Park Community Services District v. ProWest PCM Inc. dba ProWest Constructors, et al.*, which is identified as El Dorado County Superior Court Case No. PC 20180258. The complaint names SDOC as a direct defendant. The complaint alleges causes of action for: 1) Breach of Implied Warranty; 2) Negligence; 3) Breach of Contract; and 4) Breach of Implied Covenant of Good Faith and Fair Dealing;

2. On or about July 10, 2018, SDOC filed a responsive pleading to the Complaint;

3. Whereas the case entitled *Community Services District v. ProWest PCM Inc. dba ProWest Constructors, et al.* in the Superior Court of the State of California, County of El Dorado, Case No. PC 20180258, and all complaints, cross-complaints, and any and all amendments thereto related thereto are hereinafter collectively referred to as the “Lawsuit;”

6. Whereas the Lawsuit involves allegations of construction defects associated with the construction work performed by SDOC and a number of other contractors at the Cameron Park Community Services District’s community center and adjacent areas located at 2502 Country Club Dr., Cameron Park, El Dorado County, California (hereinafter the “Subject Property”);

7. Whereas all Parties each deny any alleged liability for any claims alleged against them/it as proffered by any other party; and

8. Whereas the Settling Parties now believe that their best interests will be served and substantial litigation expenses will be saved by a compromised settlement of the disputes or claims which are alleged to exist between them concerning the allegations in the Lawsuit;

NOW THEREFORE, in consideration of the mutual promises, agreements, and understandings contained herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Settling Parties covenant and agree as follows:

## II. TERMS AND CONDITIONS

### A. Settlement Amount and Payment

SDOC, by and through its respective insurance carriers, agrees to pay Plaintiff the amount of \$5,207.00 in connection with the Lawsuit subject to the court's good faith settlement determination. Settlement funds are due to Plaintiff's counsel within 30 days of receipt of a fully executed settlement agreement. The settlement check in the amount of \$5,207.00 shall be made payable to Angius & Terry LLP Client Trust Account, Tax I.D. No. 94-312-7478.

### B. Terms Of Release

1. Scope of Release Between Settling Parties. Upon successful negotiation of the Settlement funds identified above, the Settling Parties hereby fully and forever release and discharge each other and each of their future, present, and former successors, assigns, beneficiaries, heirs, spouses, employees, parent entities, affiliated entities, subsidiaries, representatives, agents, attorneys, insurers, sureties, principals, owners, members, managers, partners, shareholders, directors, and officers of and from any and all claims, demands, agreements, contracts, covenants, actions, suits, causes of action, obligations, controversies, debts, costs, expenses, accounts, liens, damages, judgments, losses, and liabilities of whatever kind or nature, in law, equity, or otherwise, whether known or unknown, concealed or hidden, assigned or otherwise, relating to the Subject Property and/or the Lawsuit.

2. Express Waiver of Benefit of California *Civil Code* Section 1542. With the exception of those claims expressly reserved in this Agreement, the releases as contained in this Agreement cover both those claims that the Settling Parties know about and those the Settling Parties may not know about. The Settling Parties expressly waive all rights afforded by any statute that limits the effect of a release with respect to unknown claims. In that connection, the Settling Parties are aware of and familiar with the provisions of California *Civil Code* Section 1542, which provides as follows:

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

It is expressly acknowledged and understood by the Settling Parties that the foregoing waiver of the provisions of Section 1542 of the California *Civil Code* was specifically bargained for and agreed upon herein. The Settling Parties to this Agreement consent that this release shall be given full force and effect in accordance with each and all of the express terms and provisions of this Agreement, including those terms and provisions relating to known, unknown, unsuspected, and unanticipated claims, demands, and causes of action, if any, to the same effect as those terms and provisions of this Agreement relating to any other claim, demand, and causes of action that are the subject of this Lawsuit, except as to any disputes that may arise out of this Agreement and those expressly reserved by this Agreement.

### **C. Dismissal of Claims**

Within seven (7) days of full execution of this Agreement and receipt of the Settlement funds described above, Plaintiff shall dismiss, with prejudice, its Complaint as to Defendant, SDOC.

### **D. Miscellaneous Terms of Agreement**

1. Enforceability. The Settling Parties have executed this Agreement of their own free will and volition after having had the opportunity to consult with independent legal counsel of their choosing concerning their rights with respect to the form and content of this Agreement, and the advisability of executing same, and each has sought and relied upon the advice of counsel to the extent desired before affixing the signatures hereto. The Settling Parties are aware of the alternative rights and remedies available to them; the releases contained in this Agreement are granted free of duress and coercion; and no Party is relying upon the statements, representations, advice or investigation of any other Party, except as specifically set forth herein. The Settling Parties represent and warrant that they have the power and authority to enter into this Agreement. This Agreement shall be enforceable under California *Code of Civil Procedure* Sections 664.6 and 664.7, and shall be admissible in evidence for the purposes and to the extent permissible under California *Code of Civil Procedure* Section 664.6 and *Evidence Code* Section 1123.

2. Amendment. This Agreement may not be amended or modified in any way, except through written instrument executed by all Settling Parties hereto who are affected by such modification or amendment.

3. Successors and Assigns. This Agreement shall be binding on and inure to the benefit of the Settling Parties hereto, and their respective heirs, personal representatives, successors and assigns.

4. Governing Law / Venue. This Agreement shall be deemed to be executed in the State of California and subject to and construed in accordance with the laws of California. Any action in connection with Agreement shall be brought in the Superior Court of the State of California, County of El Dorado.

5. Integration. This Agreement constitutes a single, integrated written contract expressing the entire Agreement of the Parties to this Agreement concerning the Lawsuit. No covenants, agreements, representations, or warranties of any kind whatsoever have been made by any Party to this Agreement, except as specifically set forth in this Agreement. All prior and contemporaneous discussions and negotiations have been and are merged and integrated into, and are superseded by, this Agreement.

6. No Admission of Liability. The Settling Parties further understand and agree that neither the Agreement itself nor action on the part of any Party to this Agreement in furtherance of this Agreement shall constitute or be construed as an admission of any liability whatsoever by such Party, and that each Party to the Agreement has consistently taken the position that it has no liability whatsoever in this matter. Rather, it is understood that this Agreement is a compromise of disputed claims.

7. Counterparts. This document may be signed in counterparts, all of which when taken together shall constitute the agreement of the Parties hereto. This document may be executed by facsimile and/or electronic (e-mail) signature. Any such facsimile and/or electronic signatures shall be binding to the same extent as an original signature.

8. Retention of Court Jurisdiction. Pursuant to California *Code of Civil Procedure* Sections 664.6 and 664.7, the Settling Parties agree that the Court shall retain jurisdiction over the Settling Parties with respect to any and all disputes relating to this Agreement. The Settling Parties and their attorneys each acknowledge that in the event of their breach their respective obligations herein may be specifically enforced by the Court on noticed motion for entry of judgment, and a judgment entered to enforce the obligations incurred in this Agreement.

9. Severability. If any provision of this Agreement is held to be invalid, void, or unenforceable, the balance of the provisions shall, nevertheless, remain in full force and effect and shall in no way be affected, impaired, or invalidated, to the extent that each such provision and the Agreement overall still effectuates the intent of the settling parties as evidenced by the plain language of this Agreement. The waiver of any one provision shall not be deemed a waiver of any other provision herein.

10. Attorneys' Fees. Each party is to bear its own attorneys' fees and costs arising from this Lawsuit, including activities related to the creation, execution and performance of the terms of, this Settlement Agreement. Should any party to this Agreement commence any action to enforce any provision hereof, to secure specific performance of any provision hereof, or to recover damages of any kind arising out of a breach of this Agreement, the prevailing party, in addition to any and all other rights and remedies, shall be entitled to recover his/her/its costs and reasonable attorneys' fees expended or incurred in connection therewith.

11. No Rescission. The parties hereto agree that the obligations of the Settling Parties established by this Agreement are several, not joint, and that the sole remedy for failure of any party hereto to perform as required under this Agreement shall be an action pursuant to California *Code of Civil Procedure* Section 664.6 to enforce this Agreement as to that party, and that rescission shall not be available as a remedy.

12. Waiver of Section 1654 of the Civil Code. This Agreement is the product of negotiation and preparation by and among the Settling Parties and their respective attorneys. Neither this Agreement nor any provision thereof shall be deemed prepared or drafted by one party or another, or its attorneys, and shall not be construed more strongly against any party. Additionally, the Settling Parties hereby waive the provisions of California *Civil Code* Section 1654, which provides:

*“In cases of uncertainty not removed by the preceding rules, the language of a contract shall be interpreted most strongly against the party who caused the uncertainty to exist.”*

**EACH OF THE UNDERSIGNED HEREBY CERTIFIES THAT HE OR SHE HAS READ AND UNDERSTOOD THIS AGREEMENT WITH THE BENEFIT OF LEGAL COUNSEL AND THAT HE OR SHE IS AUTHORIZED TO ENTER INTO THIS AGREEMENT BY WHATEVER ENTITY FOR WHICH HE OR SHE SIGNS.**

Dated: ~~November~~ <sup>December</sup> 29, 2020

  
\_\_\_\_\_  
Plaintiff CAMERON PARK COMMUNITY  
SERVICES DISTRICT

Dated: November \_\_\_\_, 2020

\_\_\_\_\_  
Defendant, SD OCHS CONSTRUCTION,  
INC.

**Approved as to form:**

Dated: November \_\_\_\_, 2020

ANGIUS & TERRY, LLP

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Allison Andersen, Esq.  
Luke Sprenkel, Esq.  
Attorneys for Plaintiff CAMERON PARK  
COMMUNITY SERVICES DISTRICT

Dated: November \_\_\_\_, 2020

MOKRI, VANIS & JONES, LLP

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Kacie M. Owen, Esq.  
Attorneys for Defendant, SD OCHS  
CONSTRUCTION, INC.

Dated: November \_\_\_\_, 2020

GORDON REES SCULLY MANSUKHANI,  
LLP

---

Kathy Rhoads, Esq.  
Attorneys for Defendant, SD OCHS  
CONSTRUCTION, INC.

Dated: November \_\_\_\_, 2020

LAW OFFICES OF SANTANA & VIERRA

---

David A. Harris, Esq.  
Attorneys for Defendant, SD OCHS  
CONSTRUCTION, INC.



**SETTLEMENT AGREEMENT AND MUTUAL RELEASE**

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

**1.0 RECITALS**

- A. WHEREAS, there is pending litigation in the Superior Court of the State of California, County of El Dorado, an action entitled Cameron Park Community Services District v. Prowest PCM, Inc. et al., Case No. PC20180258. PLAINTIFF filed a Complaint (“COMPLAINT”) on or about May 21, 2018 (hereinafter “ACTION”) against several entities including DEFENDANT, Whitehead Construction, Inc. PLAINTIFF alleges construction deficiencies relating to the construction of the Cameron Park Community Center (hereinafter “SUBJECT PROPERTY”).
- B. WHEREAS, PLAINTIFF published a Conceptual Cost Estimate Summary of Recommended Repairs dated May 20, 2019, which contains various defect claims, recommended repairs, and an estimated cost of repair.
- C. WHEREAS, after participating in arms-length mediation on June 1, 2020, before Mediator Peter Dekker, PLAINTIFF, Cameron Park Community Services District and DEFENDANT, Whitehead Construction, Inc. reached a settlement of those disputed allegations and defect claims related to and/or arising out of PLAINTIFF’s Complaint and PLAINTIFF’s Conceptual Cost

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

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

**2.0 SETTLEMENT TERMS**

**A. NO ADMISSION**

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

**B. PAYMENT TERMS**

In consideration of the respective release and dismissal of DEFENDANT, Whitehead Construction, Inc. from the ACTION, the insurers for DEFENDANT will pay PLAINTIFF, Cameron Park Community Services District the total amount of Sixty Thousand Dollars and Zero Cents (\$60,000.00). Payment shall be checks or drafts payable to "Angius & Terry LLP Client Trust Account", Tax Identification Number 94-312-7478, no later than thirty (30) days after the Court grants DEFENDANT'S motion for good faith determination order and PLAINTIFF'S execution and delivery of this AGREEMENT. PLAINTIFF shall file a Request for Dismissal within fifteen (15) days of all funds clearing the Angius & Terry Client Trust Account.

**3.0 MUTUAL RELEASE**

Except as to rights and obligations created by this AGREEMENT, for value received, the receipt and adequacy of which is hereby acknowledged, PLAINTIFF,

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

**4.0 WAIVER OF CALIFORNIA CIVIL CODE SECTION 1542**

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

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

**5.0 DISMISSALS**

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

**6.0 STIPULATION IN WRITING**

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

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

**7.0 ADVICE OF COUNSEL**

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

**8.0 COMPROMISE**

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

**9.0 ATTORNEYS' FEES AND COSTS**

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

**10.0 COUNTERPARTS**

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

**11.0 GENERAL PROVISIONS****11.1 CONSTRUCTION OF AGREEMENT**

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

**11.2 BINDING EFFECT**

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

**11.3 EFFECTIVE DATE**

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

#### 11.4 CONTROLLING LAW

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

#### 11.5 WAIVER AND AMENDMENT

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

#### 11.6 CAPTIONS AND INTERPRETATIONS

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

#### 11.7 SEVERABILITY/PARTIAL INVALIDITY

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

#### 11.8 ENTIRE AGREEMENT

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

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

11.9 **NO THIRD-PARTY BENEFICIARIES**

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

11.10 **ENFORCEMENT**

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

11.11 **VOLUNTARY AGREEMENT / UNDERSTANDING OF AGREEMENT**

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

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

11.12 **AUTHORITY TO SIGN**

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

11.13 **SIGNATURE PER CCP § 664.7**

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

*Signatures on the following page*



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

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

DATE: 12/29/20

PLAINTIFF, CAMERON PARK COMMUNITY SERVICES DISTRICT

By: Eric Aston

Eric Aston  
Print Name

DEFENDANT, WHITEHEAD CONSTRUCTION, INC.

DATE:

By: \_\_\_\_\_

\_\_\_\_\_  
Print Name

*Signatures continue on the following page*

**APPROVED AS TO FORM:**

DATE: **ANGIUS & TERRY LLP**

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

DATE: **MOKRI, VANIS & JONES**

By: \_\_\_\_\_  
TODD A. JONES, ESQ.  
KACIE M. OWEN  
Attorneys for Defendant, WHITEHEAD  
CONSTRUCTION, INC.

DATE: **LAW OFFICE OF PATRICK J.  
CAMPBELL**

By: \_\_\_\_\_  
TIMOTHY C. MCNEIL, ESQ.  
Attorneys for Defendant, WHITEHEAD  
CONSTRUCTION, INC.

DATE: **DIEPENBROCK & COTTER**

By: \_\_\_\_\_  
SCOTT D. COTE, ESQ.  
Attorneys for Defendant, WHITEHEAD  
CONSTRUCTION, INC.

[end of attorney signatures]



## Agenda Transmittal

**DATE:** January 20, 2020

**FROM:** Jill Ritzman, General Manager  
Vicky Neibauer, Finance Officer

**AGENDA ITEM #: 10** **FISCAL YEAR 2020-2021 MID-YEAR BUDGET ADJUSTMENT,  
GENERAL FUND 01**

**RECOMMENDED ACTION:** Approval

### INTRODUCTION

Staff recommend adjustments to the Fiscal Year 2020-2021 General Fund 01 Budget based on year-to-date expenditures and revenues, operational changes due to COVID, and a decrease in revenues from the Community Center and for Recreation programs (Attachment 10A). The proposed adjusted budget funds important and essential services only.

### BUDGET AND ADMINISTRATION COMMITTEE

The Budget and Administration Committee restored some funding for abatement efforts in the Weed Abatement Ordinance Program, which staff had previously eliminated. At the Committee's request, staff reviewed Interest Income and pool use revenues. No adjustment is recommended for Interest Income, but staff adjusted proposed pool use revenues to a more conservative amount. Committee recommended forwarding to the Board, with proposed changes, for consideration.

### DISCUSSION

The adjusted Fiscal Year 2020-2021 Budget has \$6,318,820 in revenues and \$6,297,943 in expenditures, totaling a positive net position of \$20,877. The positive ending position is mostly due to revenues not received during Fiscal Year 2019-2020 for services rendered, such as the CA Climate Investment grant monies.

Fiscal Year 2020-2021 revenues were reduced by \$381,372 due to a lack of revenues from Recreation programs and Community Center rentals. Expenditures were reduced by \$399,206 in response to COVID impacts.

The District received the first installment of property taxes. Although property tax revenues are trending upward from last fiscal year, staff chose to not change the original estimate. No increase in property taxes is recommended at this time.

The following is a list of significant service-level and operational changes due to the proposed budget adjustments.

- Transfer from CC&R Fund 02 for 1/3 of receptionist salary and benefits, time dedicated to supporting the CC&R and ARC services in current fiscal year.
- Receipt of CARES grant totaling \$6,776 to offset a portion of the District's COVID response costs in last fiscal year and the current fiscal year.
- Reduction of utility costs at Community Center due to closure of assembly hall, classrooms and gymnasium.
- Increase in CA Climate Investment grant funds due to funds not received in FY2019-20 and increase in number of projects expected in the remainder of the current fiscal year, on District properties, Pine Hill Preserve and along roadways.
- Reduction of fuel costs due to less travel and implementation of JPA fuel cards.
- Increase in fire apparatus rental revenues to cover additional maintenance costs due to higher than expected rentals.
- Reduced weed abatement ordinance – abatement project costs.
- Recreation and Community Center eliminated all revenue except for a few programs, facility rentals, and pool activity.
- Recreation eliminated almost all of the program supply and services costs, eliminated Activity Guide, lowered part-time salaries, furloughed full-time salaries to 32 hours/week. Staff re-directed to support District's grant writing efforts, strategic plan community outreach, and liaison with County COVID communications.
- Funding from Fund 71 Recreation Program Grants/Scholarships and grant from Waste Connections funds Virtual Recreation Center and other recreation activities.

- Annual Pass sales expected to increase due to new program, on-line sales, and probability that residents will recreate closer to home this summer.
- Reducing Grant Writer services to reviewer only; Recreation Supervisor to be writing grants.
- Maintenance services for parks have been reduced to save costs; park users will experience a lower level of park maintenance than in recent years, including weedy landscaped areas, infrequent mowing, trash and tree debris in parking lots, overgrown shrubs, and reduced tree maintenance.
- Community Center budget reduced including salaries for year-round, part-time staff positions.
- Portion of parks positions re-allocated to LLADs for needed projects:
  - Map irrigation systems for more efficient repairs,
  - Installation of black bark at Eastwood Park,
  - Replace the old irrigation timer at Bar J B,
  - Confirm LLAD street light counts are accurate within each LLAD and consistent with engineers report, and lights are operational.

## CONCLUSION

Staff have made significant changes, budgetarily and operationally, due to the effects of the pandemic, and expect that operational guidelines to change little during the current fiscal year. The current proposed adjusted budget maintains the current staff structure to assist the District in emerging from the pandemic. Staff want to be positioned to provide services immediately as COVID restrictions are lifted and maintain the District's relevance within the community.

Staff will provide a report in February regarding activity in the District's special funds, CC&Rs, LLADs, and Capital Asset Reserves. Some activity will be reflective of the Board's decisions regarding the proposed adjustments.

The Budget and Administration Committee has approved this request to be forwarded to the Board of Directors approval.

### Attachments

10A. Fiscal Year 2020-2021 General Fund 01 Budget – Proposed Adjusted Budget

10B. Budget Detail

Cameron Park Community Services District  
Statement of Revenues and Expenditures - Unposted Transactions Included In Report  
From 7/1/2020 Through 12/23/2020

## 01 - General Fund

		Final 2019-20	7/1/19-11/30/19	Final 2020-21	7/1/20-12/23/20	Current % of Final Approved Budget	2020-21 Mid Year Budget	New Proposed
		Budget	Actual	Budget	Actual	Expended to Date	Adjustments	2020-21 Budget
Operating Revenue								
Property Taxes	4110	4,184,387.00	349,232.74	4,327,061.00	10,188.72	0.24%		4,327,061.00
Franchise Fees	4113	200,000.00	53,188.36	200,000.00	56,087.08	28.04%		200,000.00
Park Impact Fees	4115	52,000.00	0.00	0.00	0.00	0.00%		0.00
Quimby Fees	4120	28,554.00	0.00	0.00	0.00	0.00%		0.00
Fire Development	4125	10,000.00	0.00	0.00	0.00	0.00%		0.00
Fire Marshall Plan Review	4132	18,000.00	27,451.40	40,000.00	15,721.40	39.30%		40,000.00
Youth Classes	4145	38,000.00	6,325.00	0.00	0.00	0.00%		0.00
Adult Classes	4146	36,727.00	10,259.50	0.00	0.00	0.00%		0.00
Youth Sports	4147	100,000.00	37,057.71	0.00	0.00	0.00%		0.00
Adult Sports	4148	18,800.00	3,739.00	0.00	0.00	0.00%		0.00
Camp Revenues	4149	12,800.00	0.00	0.00	0.00	0.00%		0.00
Senior Programs	4153	12,000.00	5,661.18	0.00	0.00	0.00%		0.00
Recreation Program Revenue	4154	11,609.00	942.50	443,395.00	710.00	0.16%	(326,476.62)	116,918.38
Transfer In	4165	0.00	62,430.99	50,033.00	0.00	0.00%	(25,463.00)	24,570.00
Special Events	4170	25,000.00	9,397.25	0.00	0.00	0.00%		0.00
Park Lake Kiosk Revenues-VOID	4180	21,012.00	23,196.00	0.00	0.00	0.00%		0.00
Lake Season Pass	4181	21,666.00	795.75	43,598.00	18,757.25	43.02%	23,184.00	66,782.00
Picnic Site Rentals	4182	27,436.00	62.00	1,595.00	0.00	0.00%	(1,595.00)	0.00
Summer Kids Camp	4183	42,000.00	11,777.50	0.00	0.00	0.00%		0.00
Cameron Park Lake Concessions	4184	3,250.00	4,013.25	0.00	0.00	0.00%		0.00
CC Facility Rentals	4185	129,114.00	26,481.89	60,304.00	550.00	0.91%	(45,000.00)	15,304.00
Gym Rentals	4186	33,650.00	11,484.00	27,030.00	20,135.40	74.49%	780.00	27,810.00
Pool Use Fees	4187	195,882.00	43,400.07	87,215.00	53,820.99	61.71%		87,215.00
Parks Fac Rev - Sports Fields	4190	27,061.00	15,557.00	35,642.00	10,779.76	30.24%	(8,572.00)	27,070.00
Donations	4250	1,000.00	0.00	0.00	1,200.00	0.00%		0.00
Sponsorships	4255	30,000.00	5,800.00	30,000.00	0.00	0.00%	(15,500.00)	14,500.00
JPA Reimbursable	4260	1,150,000.00	582,018.03	1,150,000.00	574,999.98	50.00%		1,150,000.00
Fire Apparatus Equip Rental	4262	100,000.00	0.00	10,000.00	9,122.63	91.23%	10,000.00	20,000.00

## 01 - General Fund

Cameron Park Community Services District  
Statement of Revenues and Expenditures - Unposted Transactions Included In Report  
From 7/1/2020 Through 12/23/2020

		Final 2019-20	2019-20 Year End	Final 2020-21	7/1/20-12/23/20	Current % of Final	2020-21 Mid Year	
		Budget	Pre-Audit Actual	Budget	Actual	Approved Budget	Budget	New Proposed
						Expended to Date	Adjustments	2020-21 Budget
Reimbursement	4400	64,717.00	4,438.35	66,200.00	21,091.34	31.86%	(59,424.00)	6,776.00
Weed Abatement	4410	23,263.00	(1,946.35)	20,000.00	1,340.71	6.70%	(15,980.00)	4,020.00
Interest Income	4505	59,000.00	23,551.58	25,000.00	3,223.19	12.89%		25,000.00
Other Income	4600	121,592.00	41,131.50	12,000.00	321.87	2.68%		12,000.00
Grant - CI	4605	23,000.00	1,946.35	71,120.00	53,517.66	75.25%	82,674.00	153,794.00
<b>Total Operating Revenue</b>		<b>6,821,520.00</b>	<b>1,359,392.55</b>	<b>6,700,193.00</b>	<b>851,567.98</b>	<b>0.00</b>	<b>(381,372.62)</b>	<b>6,318,820.38</b>
<b>Expenditures</b>								
Salaries - Perm.	5000	648,646.00	322,266.54	744,778.00	338,367.75	45.43%	(76,618.00)	668,160.00
Salaries - Seasonal	5010	157,170.00	99,116.81	110,540.00	50,653.61	45.82%	(20,000.00)	90,540.00
Overtime	5020	5,899.00	5,330.28	10,000.00	6,034.11	60.34%	(2,950.00)	7,050.00
Health Benefit	5130	108,174.00	64,646.59	112,365.00	61,513.93	54.74%	6,158.00	118,523.00
Retiree Health Benefit	5135	69,042.00	35,372.36	91,016.00	45,617.66	50.12%	(13,000.00)	78,016.00
Dental Insurance	5140	9,488.00	6,464.68	9,663.00	4,940.20	51.12%		9,663.00
Vision Insurance	5150	1,460.00	966.01	1,396.00	871.92	62.46%		1,396.00
CalPERS Employer Retirement	5160	220,831.00	188,151.82	197,664.00	139,928.64	70.79%	10,000.00	207,664.00
Worker's Compensation	5170	56,127.00	58,277.36	54,122.00	53,016.48	97.96%	3,792.00	57,914.00
FICA/Medicare Employer Contribu	5180	19,963.00	13,260.84	23,999.00	10,437.22	43.49%		23,999.00
UI/TT Contribution	5190	42,188.00	4,184.79	8,572.00	2,660.40	31.04%	2,117.00	10,689.00
Advertising/Marketing	5209	30,095.00	13,621.64	32,010.00	1,651.34	5.16%	(24,200.00)	7,810.00
Agriculture	5215	18,485.00	3,612.35	18,685.00	6,664.32	35.67%	(3,869.00)	14,816.00
Audit/Accounting	5220	47,500.00	28,229.81	30,000.00	2,052.50	6.84%		30,000.00
Bank Charge	5221	14,141.00	5,065.06	10,000.00	2,680.25	26.80%		10,000.00
Clothing/Uniforms	5230	8,360.00	2,506.04	7,985.00	1,454.18	18.21%	(3,700.00)	4,285.00
Computer Software	5231	28,483.00	13,015.93	21,900.00	16,325.78	74.55%	5,300.00	27,200.00
Computer Hardware	5232	47,758.00	28,664.63	5,500.00	2,605.76	47.38%		5,500.00
Contractual Services	5235	20,000.00	963.55	10,000.00	5,350.75	53.51%		10,000.00
Contractual - Provider Services	5236	3,710,059.00	0.00	4,059,061.00	0.00	0.00%		4,059,061.00
Contract Under Utilization	5237	0.00	0.00	(250,000.00)	0.00	0.00%		(250,000.00)

Cameron Park Community Services District  
Statement of Revenues and Expenditures - Unposted Transactions Included In Report  
From 7/1/2020 Through 12/23/2020

## 01 - General Fund

		Final 2019-20	2019-20 Year End	Final 2020-21	7/1/20-12/23/20	Current % of Final	2020-21 Mid Year	New Proposed
		Budget	Pre-Audit Actual	Budget	Actual	Approved Budget	Budget	2020-21 Budget
						Expended to Date	Adjustments	
Contract Services - Other	5240	106,591.00	24,269.13	144,942.00	68,491.16	47.25%	18,496.00	163,438.00
Director Compensation	5250	13,700.00	6,559.02	18,000.00	4,150.00	23.06%		18,000.00
EDC Department Agency	5260	4,268.00	4,268.20	5,000.00	4,252.73	85.05%	(700.00)	4,300.00
Educational Materials	5265	6,845.00	2,204.00	12,850.00	0.00	0.00%	(350.00)	12,500.00
Elections	5270	0.00	0.00	12,000.00	0.00	0.00%	(12,000.00)	0.00
Equipment-Minor/Small Tools	5275	9,500.00	4,536.41	8,950.00	3,485.22	38.94%	390.00	9,340.00
Fire & Safety Supplies	5285	4,803.00	1,589.50	4,200.00	2,592.65	61.73%	(286.96)	3,913.04
Fire Prevention & Inspection	5290	1,800.00	1,100.00	1,200.00	1,100.00	91.67%		1,200.00
Fire Turnout Gear	5295	31,000.00	9,284.89	31,000.00	4,277.95	13.80%		31,000.00
Fire- Volunteer/Resident	5296	29,200.00	5,720.00	29,200.00	6,720.00	23.01%	(15,000.00)	14,200.00
Food	5300	4,117.00	3,311.24	4,500.00	950.02	21.11%	(1,750.00)	2,750.00
Fuel	5305	71,028.00	34,377.44	51,000.00	16,386.88	32.13%	(12,800.00)	38,200.00
Government Fees/Permits	5310	29,934.00	12,380.05	25,382.00	15,079.88	59.41%		25,382.00
Household Supplies	5315	26,701.00	16,437.60	32,500.00	14,059.52	43.26%	(5,800.00)	26,700.00
Instructors	5316	52,090.00	26,697.97	48,646.00	39.00	0.08%	(47,646.00)	1,000.00
Insurance	5320	103,500.00	97,995.69	132,300.00	129,177.41	97.64%	(2,300.00)	130,000.00
Legal Services	5335	14,250.00	6,110.50	15,000.00	6,512.00	43.41%		15,000.00
Maint. - Vehicle Supplies	5340	4,000.00	26.58	2,000.00	744.95	37.25%	(300.00)	1,700.00
Maint. - Buildings	5345	50,495.00	11,785.03	26,500.00	19,775.50	74.62%	1,400.00	27,900.00
Maint. - Equipment	5350	46,668.00	30,802.41	55,600.00	16,807.55	30.23%	(13,375.00)	42,225.00
Maint. - Grounds	5355	86,488.00	12,385.46	62,500.00	16,394.03	26.23%	(12,474.00)	50,026.00
Maint. - Radio/Phones	5360	2,000.00	1,152.20	2,000.00	423.05	21.15%		2,000.00
Maint. - Tires & Tubes	5365	16,100.00	25.00	14,800.00	4,216.55	28.49%		14,800.00
Maint. - Vehicle	5370	21,000.00	14,264.93	25,250.00	23,265.93	92.14%	8,500.00	33,750.00
Medical Supplies	5375	766.00	116.28	700.00	0.00	0.00%		700.00
Memberships/Subscriptions	5380	9,445.00	9,934.62	10,410.00	8,765.50	84.20%	(250.00)	10,160.00
Mileage Reimbursement	5385	1,028.00	557.09	1,250.00	45.88	3.67%		1,250.00
Miscellaneous	5395	0.00	40.00	100.00	0.00	0.00%		100.00
Office Supplies/Expense	5400	10,848.00	8,104.89	10,700.00	4,333.33	40.50%	(500.00)	10,200.00



Cameron Park Community Services District  
Statement of Revenues and Expenditures - Unposted Transactions Included In Report  
From 7/1/2020 Through 12/23/2020

## 01 - General Fund

		Final 2019-20	2019-20 Year End	Final 2020-21	7/1/20-12/23/20	Current % of Final	2020-21 Mid Year	New Proposed
		Budget	Pre-Audit Actual	Budget	Actual	Approved Budget	Budget	2020-21 Budget
						Expended to Date	Adjustments	
Pool Chemicals	5405	21,500.00	12,862.93	19,995.00	16,821.04	84.13%	6,832.00	26,827.00
Postage	5410	4,400.00	946.00	8,600.00	743.46	8.64%	1,700.00	10,300.00
Printing	5415	614.00	19.20	1,100.00	38.58	3.51%		1,100.00
Professional Services	5420	161,432.00	27,574.90	140,987.00	28,842.27	20.46%	(47,400.00)	93,587.00
Program Supplies	5421	25,242.00	7,301.07	38,779.00	37.47	0.10%	(36,200.00)	2,579.00
Publications & Legal Notices	5425	595.00	0.00	600.00	0.00	0.00%		600.00
Radios	5430	2,500.00	482.26	3,000.00	0.00	0.00%		3,000.00
Refund-Activity Pass	5431	1,500.00	0.00	0.00	0.00	0.00%		0.00
Rent/Lease - Bldgs, Fields, etc.	5435	30.00	7,060.00	0.00	0.00	0.00%		0.00
Rent/Lease - Equipment	5440	9,820.00	6,971.64	2,000.00	523.80	26.19%	2,200.00	4,200.00
Staff Development	5455	28,050.00	7,745.87	23,700.00	7,654.82	32.30%	(4,400.00)	19,300.00
Special Events	5465	4,238.00	3,566.14	0.00	399.00	0.00%	500.00	500.00
Summer Spectacular	5466	0.00	828.34	0.00	0.00	0.00%		0.00
Phones/internet	5470	44,589.00	19,225.07	48,000.00	17,933.35	37.36%	(6,400.00)	41,600.00
Utilities - Water	5490	42,500.00	20,640.30	44,000.00	24,259.93	55.14%	(5,500.00)	38,500.00
Utilities - Electric/Gas	5492	168,350.00	108,818.44	196,000.00	72,714.43	37.10%	(48,140.00)	147,860.00
Utilites - Water/Irrigation	5495	0.00	409.56	0.00	510.61	0.00%	350.00	350.00
Vandalism	5500	2,000.00	0.00	1,200.00	985.10	82.09%	1,000.00	2,200.00
Cal Fire In Kind Purchases	5501	13,500.00	8,977.59	12,400.00	1,722.43	13.89%		12,400.00
Capital Equipment Expense	5625	451,117.00	76,646.39	0.00	0.00	0.00%		0.00
Transter Out	7000	0.00	65,310.50	59,053.00	60.00	0.10%	(50,033.00)	9,020.00
<b>Total Expenditures</b>		<u>7,004,011.00</u>	<u>1,615,139.42</u>	<u>6,697,150.00</u>	<u>1,298,119.78</u>	<u>19.38%</u>	<u>(399,206.96)</u>	<u>6,297,943.04</u>
<b>Net Revenue Over Expenditures</b>		<u>(182,491.00)</u>	<u>(255,746.87)</u>	<u>3,043.00</u>	<u>(446,551.80)</u>	<u>(14,674.72)%</u>	<u>17,834.34</u>	<u>20,877.34</u>

**01 – General Fund  
BUDGET DETAIL  
Fiscal Year 2020-2021, Mid-Year Adjustment**

**ACCOUNT DESCRIPTIONS**  
**Revenues**

4154 Recreation Program Revenues

Reduce Rec Program revenues due to COVID and lack of ability to program/generate revenues as originally planned. Revenues generated from pool programs.

4165 Transfer In

Net change to add transfer from CC&R Fund 02 for 1/3 of receptionist salary; Fire Training Fund 05 Admin Fee; and transfer from Fund 71- Scholarships, Recreation Program Grants to support the low cost/no cost programming offered at the Virtual Recreation Center. Eliminated transfer from Recreation to Community Center due to lack of revenues generated from Recreation programs.

4181 Lake Season Pass (aka Annual Passes)

Increase in Annual Pass sales is expected.

4182 Picnic Site Rental Fees

Eliminated picnic site rental revenues.

4185 Community Center Rentals

Reduced based on closure. Revenues generated from PGE Community Resource Center and CAL FIRE training scheduled for spring 2020.

4186 Gym Rentals

Slight increase in revenues based on current year actuals and re-opening April of 2021.

4190 Parks Facilities Revenues – Sports Fields

Reduced to correct a budget error in Recreation. Recreation receives only 20% of total revenues generated by sports field rentals to offset costs of scheduling fields, managing contracts, accounts payable and receivable.

4262 Fire Apparatus Equipment Rental

Increase due to increased rental activities leading to additional maintenance costs.

4255 Sponsorships

Reduce due to Summer Spectacular not occurring in June 2020. Expect \$14,500 from Waste Connections to support Recreation Department activities.

4400 Reimbursement

Net change 1) adding CARES reimbursement, 2) Parks' allocation for CCI Grant funds re-allocated to 4605 Grant Cl. Decrease in this account has an opposing increase in 4605 Grant Cl.

4410 Weed Abatement

Reduced amount based on past experience of not receiving payment with liens. Amount shown is expected from a current year direct bill payment from a property owner.

4505 Interest

Based on year-to-date actuals.

4605 Grant - Cl

Increase based on 1. actuals received to date in FY20-21, 2. expected revenues from additional planned projects, 3. re-allocation of Parks revenues from 4400.

## **ACCOUNT DESCRIPTIONS**

### **Expenditures**

5000 Salaries – Permanent & Part-Time (year round)

Reduced employee costs 1. Community Center part-time, year round staff (except weekend pool coverage); 2. Recreation furloughs full-time recreation staff 32 hours/week; and 3. Parks employees reallocated to LLAD projects.

5010 Salaries – Part-Time Seasonal

Reduce to reflect less recreation staffing due to less programming.

5020 Overtime

Reduced OT.

5130 Health Benefit

Increase based on year-to-date actuals.

5135 Retiree Health Benefit

Reduced based on year-to-date actuals for monthly payment to CalPERS.

5160                    CalPERS Employer Retirement

Increase due to costs to date.

5170                    Worker's Compensation

Increase based on year-to-date actuals.

5190                    UI/TT Contribution

Reduced based on year-to-date actuals.

5209                    Advertising/Marketing

Reduce by eliminating Recreation Guide; remaining funds for a mailer to promote Annual Pass sales.

5215                    Agriculture

Reduced costs based on year-to-date actuals. Reduction of park maintenance services.

5230                    Clothing/Uniforms

Reduced due to past actuals and year-to-date expenditures.

5231                    Computer Software

Increased for new Maintain X Software in Parks and Rec Trac increase for on-line Annual Pass sales.

5240                    Contract Services - Other

Net change - increase in grant funded fuel reduction projects and decrease of weed abatement ordinance – abatement projects.

5260                    EDC Department Agency

Reduced based on actuals.

5265                    Educational Materials

Reduced costs based on year-to-date actuals.

5270                    Elections

Eliminated, election not held.

5275            Equipment-Minor/Small Tools

Increase due to floor scrubber replacement.

5285            Fire & Safety Supplies

Reduced overall based on year-to-date expenditures.

5296            Fire – Volunteer/Resident

Reduced due to past actuals and year-to-date expenditures.

5300            Food

Reduce due to limited seasonal staff.

5305            Fuel

Reduced based on year-to-date expenditures and ambulances direct billing JPA for fuel through a new credit card system.

5315            Household Supplies

Reduced due to closure of assembly hall and classrooms and reduction of park maintenance services.

5316            Instructors

Reduce due to cancellation of contract classes.

5320            Insurance

Reduced based on year to date expenditures; this is a one-time payment.

5340            Maint. – Vehicle Supplies

Reduced base on year-to-date expenditures.

5345            Maint. – Buildings

Reduce park maintenance services; reduction based on year-to-date actuals.

5350            Maint. – Equipment

Reduced due to closure of assembly hall and classrooms.

5355            Maint – Grounds

Reduced due to year-to-date expenditures and reduced Park services.

5370                    Maint. Vehicle

Increased due to additional maintenance costs due to increased apparatus rental activities, funded by fire apparatus rental fees.

5380                    Memberships/Subscriptions

Reduced based on year-to-date expenditures.

5400                    Office Supplies

Reduced based on year-to-date expenditures.

5405                    Pool Chemicals

Increase based on actual expenditures from CO2 tank rental for the Lagoon, which was an unbudgeted expense due to the Lagoon budget reduction. In January, tanks will be removed because of the Board's approval of the Park Improvement Plan, and efforts to seek funding to replace the Lagoon with a Splash Playground.

5410                    Postage

Increase for Weed abatement educational mailers.

5420                    Professional Services

Reduced in Recreation due to no summer camp travel or specialized services; and reduced costs for grant writer.

5421                    Program Supplies

Reduced due to fewer programs.

5440                    Rent/Lease - Equipment

Increase for the rental of Porta Potty at the disc golf course.

5455                    Staff Development

Reduced as most trainings being done virtually; remaining funding available for new Board member training that can also be offset by SDLF/CSDA scholarships.

5465                    Special Events

Increase for year-to-date expenditures.

5470                    Telephone/Internet

Reduced based on year-to-date actuals for current and last fiscal year.

5490                    Utilities – Water

Decrease based on year-to-date expenditures.

5492                    Utilities – Electric/Gas

Reduced based on year-to-date expenditures.

5495                    Utilities – Water/Irrigation

Increased for year-to-date expenditures.

5500                    Vandalism

Increase due to prior and current year-to-date expenditures.

7000                    Transfer Out

Reduced due to lack of recreation programming – eliminating transfer from Recreation to Community Center. Balance of funds is the transfer to Dave West LLAD from General Fund to support operations of the community park.



**Budget and Administration Committee**  
**Tuesday, January 5, 2021**  
**6:30 p.m.**

**TELECONFERENCE ZOOM MEETING**  
<https://us02web.zoom.us/j/82809293972>

**Meeting ID: 828 0929 3972**

(Teleconference/Electronic Meeting Protocols are attached)

**Agenda**

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

Alternate Director Monique Scobey (MS)

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

**CALL TO ORDER**

**ROLL CALL**

- Nominate Committee Chair

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

**ADOPTION OF AGENDA**

**APPROVAL OF CONFORMED AGENDA**

**OPEN FORUM**

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

**DEPARTMENT MATTERS**

1. **Mid-Year Budget Adjustments** (J. Ritzman, V. Neibauer)
2. **Work Plan 2021** (J. Ritzman)
3. **Staff Updates**



- a. December Check Register Review (V. Neibauer)
- b. Legislative Updates (J. Ritzman)
- c. Strategic Plan (J. Ritzman)
- d. Status of FEMA requests and CARES Grant expenditures

**4. Items for February & Future Committee Meetings**

- Policy Updates: Legislative Policy, Debt Management Policy
- FY 2019-20 Year End Close

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

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

**ADJOURNMENT**

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



**Covenants, Conditions & Restrictions (CC&R) Committee**  
**Monday, January 4, 2021**  
**5:30 p.m.**

**Agenda**

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

# Meeting has been cancelled

*Due to pending Community  
Member appointments*

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

Item #12C



**Fire and Emergency Services Committee**  
**Tuesday, January 5, 2021**  
**5:30 p.m.**

**TELECONFERENCE ZOOM MEETING**  
<https://us02web.zoom.us/j/82166520808>

**Meeting ID: 821 6652 0808**

(Teleconference/Electronic Meeting Protocols are attached)

**Agenda**

Members: Director Monique Scobey (MS), Director Sidney Bazett (SB)  
Alternate Director Eric Aiston (EA)

Staff: General Manager Jill Ritzman, Chief Sherry Moranz, Chief Jed Gaines

**CALL TO ORDER**

**ROLL CALL**

- Nominate Committee Chair

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**ADOPTION OF AGENDA**

**APPROVAL OF CONFORMED AGENDA**

**OPEN FORUM**

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

## **DEPARTMENT MATTERS**

- 1. Work Plan 2021** (J. Ritzman, S. Moranz)
  
- 2. Staff Updates**
  - a. Fire Department Report, oral report (S. Moranz, J. Gaines)
  - b. Grand Jury Fire Protection Services Report – agency responses on posted on website
  
- 3. Items for February and Future Committee Agendas**
  - a. LAFCO Fire Protection Services Report (expected Summer 2021)
  
- 4. Items to take to the Board of Directors**

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

## **ADJOURNMENT**



**Parks & Recreation Committee**  
**Monday, January 4, 2021**  
**6:30 p.m.**

**TELECONFERENCE ZOOM MEETING**  
<https://us02web.zoom.us/j/83018926921>  
**Meeting ID: 830 1892 6921**

(Teleconference/Electronic Meeting Protocols are attached)

**Agenda**

Members: Director Felicity Carlson (FC), Director Sidney Bazett (SB)  
Alternate Director Ellie Wooten (EW)

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

**CALL TO ORDER**

**ROLL CALL**

- Nominate Committee Chair

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**APPROVAL OF AGENDA**

**APPROVAL OF CONFORMED AGENDAS**

**OPEN FORUM**

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

**DEPARTMENT MATTERS**

1. **Review Status and timeline for implementing Park Improvement Plan; ask questions of CALA (J. Ritzman, W. Kahn, M. Grassle)**

**2. Work Plan 2021 (J. Ritzman)**

**3. Staff Oral & Written Updates**

- a. Recreation Report (W. Kahn)
  - Status Proposition 68 Per Capita Grant Submittals for Sports Field Renovation Project
- b. Parks & Facilities Report (M. Grassle)

**4. Items for February & Future Committee Agendas**

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

**MATTERS TO AND FROM COMMITTEE MEMBERS**

**ADJOURNMENT**