



# AGENDA

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

## REGULAR BOARD MEETING

Wednesday, March 15, 2023

6:30 p.m.

**Cameron Park Community Center – Assembly Hall**

2502 Country Club Drive, Cameron Park, CA 95682

## TELECONFERENCE TEAMS MEETING

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

[join/19%3ameeting\\_ZDRINDQ4ZDQQtZDk3YS00TEzLWlxNWItMzI3NzQ3ZWM5Mzg3%40thread.v2/0?context=%7b%22Tid%22%3a%227546519e-2cd5-4e2c-bed5-ac3d46eec8ff%22%2c%22Oid%22%3a%22b510e640-8ba3-421f-a075-694cad7ace01%22%7d](https://teams.microsoft.com/join/19%3ameeting_ZDRINDQ4ZDQQtZDk3YS00TEzLWlxNWItMzI3NzQ3ZWM5Mzg3%40thread.v2/0?context=%7b%22Tid%22%3a%227546519e-2cd5-4e2c-bed5-ac3d46eec8ff%22%2c%22Oid%22%3a%22b510e640-8ba3-421f-a075-694cad7ace01%22%7d)

## Board Members

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

## CALL TO ORDER

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

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

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

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## ADOPTION OF THE AGENDA

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

1. Adopt the Agenda
- 

## RECOGNITIONS, APPOINTMENTS, AND PRESENTATIONS

*The Board of Directors expresses appreciation to members of the community, District staff, or the Board for extra efforts as volunteers, committee members or community-minded citizens. The Board of Directors is prohibited from discussing issues not on the agenda brought to them at this time. According to State Law (the Brown Act), items must first be noticed on the agenda before any discussion or action.*

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

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

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## APPROVAL OF CONSENT AGENDA

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

4. **APPROVE** Conformed Agenda – Board of Directors Regular Meeting November 16, 2022
5. **APPROVE** Conformed Agenda – Board of Directors Regular Meeting January 18, 2023
6. **APPROVE** Conformed Agenda – Board of Directors Regular Meeting February 15, 2023

# AGENDA

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7. **RECEIVE AND FILE** New Brown Act Teleconferencing Requirements per AB 2449 (A. Pichly)
  8. **APPROVE Resolution 2023-10-** Approve Additional Services Agreement with Callander Associates (A. Pichly)
  9. **RECEIVE AND APPROVE** – Addition to 2023 Work Plan goals from the Fire & Emergency Services Committee (A. Pichly)
  10. **RECEIVE AND FILE** General Manager’s Report (A. Pichly)
- 

## **GENERAL BUSINESS**

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

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

11. Items removed from the Consent Agenda for discussion.
12. **PUBLIC HEARING** – Second reading of Weed and Rubbish Abatement Ordinance Amendment (K. Richards, est. 5-10 minutes)
13. **RECEIVE AND FILE** – Fire Contract Ad Hoc Committee report (A. Pichly, E. Aiston, M. Blankenheim / est. 15-20 minutes)
14. **RECEIVE AND APPROVE** – Fire Master Plan Request for Proposals Recommendation (A. Pichly, D. Martin, est. 10 minutes)

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## **BOARD INFORMATION ITEMS**

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

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

# AGENDA

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## ADJOURNMENT

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

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March 15, 2023  
Community | Environment | Economy



# Sierra Nevada Energy Watch

Energy Efficiency Services for Public Agencies



**March 15th, 2023 | 6:30 PM**  
Cameron Park Community Services District Board Meeting

## Sierra Business Council

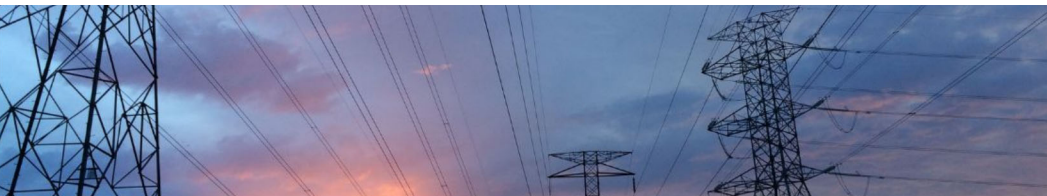
Sierra Business Council serves the economic, environmental, and social needs of our region, catalyzing innovative solutions and increasing resilience throughout the Sierra.



## Sierra Nevada Energy Watch

The Sierra Nevada Energy Watch (SNEW) program expands energy efficiency services in the Sierra, empowering local action, eliminating barriers to a clean energy future, establishing climate resiliency, and saving communities money.

Our program increases the capacity of the public sector to identify projects, take advantage of financing opportunities, and implement on-the-ground, money-saving and energy-saving projects. We support public agency projects with long-term, community-wide benefits that empower local leaders to respond to the ever changing external conditions related to energy supply and demand.



### SNEW Territory

- 14 County Territory, including western El Dorado
- PG&E & CCA Customers
  - Public Purpose Program Charge on Bill
- Public Sector
  - Local Governments
  - Special Districts
  - K-12 School Districts
  - Tribes
- Small & Medium-Sized Businesses

## SNEW Services



Project Management



Energy Use Analysis & Planning



Contractor Referrals



Funding Solutions



Education & Training



Stakeholder Outreach & Engagement

## Incentives & Financing Mechanisms



Willdan GK-12 Program

### Incentives

Supports and incentivizes public agency efforts to improve the energy efficiency of their facilities



On-Bill Financing

### OBF

0% loan from PG&E that is repaid on your PG&E bill



Easy financing for energy efficiency

### 1% Loan

Loans for eligible energy projects including energy efficiency and storage systems

## Case Studies

**LOCAL TRANSIT AGENCY** received a turnkey lighting retrofit

**YEARLY SAVINGS:**  
**\$16,000**



SIERRA NEVADA  
energy watch



**A PUBLIC HOSPITAL** qualified for:

- Building management system upgrades
- HVAC upgrades
- Walk-in unit coolers

which resulted in:

**61% energy reduction**



**2 MUNICIPAL BUILDINGS** received hot water heat pump retrofits

and received:  
**\$13,500** to offset 78% of project costs



## Why Energy Efficiency Matters



Increasing Energy Costs

**48%**

Rates have increased by almost 48% since 2013



Easy Ways to Save

**50-70%**

LED bulbs can reduce the cost of lighting your facilities



Power Outages

**PSPS**

Easier to run an energy efficient organization on a generator during planned power outages

# Thank you

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## **Contact Information**

Meredith Anderson  
Project Manager, Climate & Energy  
[manderson@sierrabusiness.org](mailto:manderson@sierrabusiness.org)



# CONFORMED AGENDA

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

## BOARD MEETING

Wednesday, November 16, 2022

6:30 p.m.

## TEAMS Meeting Hyperlink

[https://teams.microsoft.com/l/meetup-](https://teams.microsoft.com/l/meetup-join/19%3ameeting_MTZjMGRmZDMtZDVINS00ZDhLWE1NWYtM2YzZmMxZDg1OTMx%40thread.v2/0?context=%7b%22Tid%22%3a%227546519e-2cd5-4e2c-bed5-ac3d46eec8ff%22%2c%22Oid%22%3a%22b510e640-8ba3-421f-a075-694cad7ace01%22%7d)

[join/19%3ameeting\\_MTZjMGRmZDMtZDVINS00ZDhLWE1NWYtM2YzZmMxZDg1OTMx%40thread.v2/0?context=%7b%22Tid%22%3a%227546519e-2cd5-4e2c-bed5-ac3d46eec8ff%22%2c%22Oid%22%3a%22b510e640-8ba3-421f-a075-694cad7ace01%22%7d](https://teams.microsoft.com/l/meetup-join/19%3ameeting_MTZjMGRmZDMtZDVINS00ZDhLWE1NWYtM2YzZmMxZDg1OTMx%40thread.v2/0?context=%7b%22Tid%22%3a%227546519e-2cd5-4e2c-bed5-ac3d46eec8ff%22%2c%22Oid%22%3a%22b510e640-8ba3-421f-a075-694cad7ace01%22%7d)

## Board Members

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



**CALL TO ORDER 6:31 pm**

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

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

**RECOGNITIONS AND PRESENTATIONS**

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**OPEN FORUM FOR NON-AGENDA ITEMS**

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

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**APPROVAL OF CONSENT AGENDA**

*The following Consent Agenda items are considered routine and will be acted upon by the Board without discussion with one vote. Any item may be removed from the Consent Agenda by a Board member or a member of the audience and placed under General Business #12 to be discussed and acted upon individually.*

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

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

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

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

Motion- MS / 2<sup>nd</sup> – EA

Ayes – FWC/SB/EA/MS – Motion passed

Noes – None

Absent- None

Abstain – None

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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.

12. Items removed from the Consent Agenda for discussion.

Item #4: Conformed Agenda from October 19, 2022

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

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

Motion – EA / 2<sup>nd</sup> - MS

Ayes – FWC/SB/EA/MS – Motion passed

Noes – None

Absent- None

Abstain – None

Item #10: Fiscal Year 2021-2022 Preliminary Year-End Report (pre-audit)

- EA asked the Finance Officer if she is proposing to budget the whole contract amount and not make any adjustment within the budget which would mean if a zero budget is wanted then \$250,000 would need to be cut out of everything else. The Finance officer replied saying realistically we cannot expect to save \$250,000. We are on the hook for that \$250,000, we cannot say year to year

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that we are going to save it. She thinks it is smart to start planning and making sure we have the monies available for our full obligation.

- MS thought it would be best to bring this to the Budget and Admin Committee to discuss further. FWC requested it be put on the agenda for the December Budget and Admin meeting.
- EA brought line 4262 to the Board and Finance Officer and asked what the Equipment rental revenue was for the 2021-22 Fiscal Year. Finance Officer stated the total rental income was \$289,303. EA proposed this one-line item was based \$100,000 rental income actual income is \$289,000, would like to see line item adjusted by 10%. Recommended we make a transfer from Fund 7 of approximately \$18,900.
- Finance Officer Supports EA recommendation. In the future, instead of budgeting it into Fund 1 she would rather recognize all the income in Fund 7 and then do a transfer at the end of the year. It should be a transfer because if we're putting a portion of that money into Fund 1 you're truly recognizing every dollar in Fund 7 and you're not seeing how much is truly coming in.
- EA made motion to approve item #10 with direction given to staff to make the adjustments on line item 4262.

Motion – EA / 2<sup>nd</sup> – MS

Ayes – FWC/SB/EA/MS – Motion passed

Noes – None

Absent- None

Abstain – None

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

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

Motion – SB / 2<sup>nd</sup> – EA

Ayes – FWC/SB/EA/MS – Motion passed

Noes – None

Absent- None

Abstain – None

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## **BOARD INFORMATION ITEMS**

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14. Committee Chair Report-Outs

- Budget & Administration
- Covenants, Conditions & Restrictions (CC&R)
- Fire & Emergency Services
- Parks & Recreation

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

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15. General Matters to/from Board Members and Staff

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

**PUBLIC COMMENT**

*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):*

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

**ADJOURNMENT 8:01 pm**

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Conformed Agenda Prepared by:

Conformed Agenda Approved by:

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Bailey Meyer  
Board Clerk

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Director Sidney Bazett, President  
Board of Directors



CAMERON PARK COMMUNITY SERVICES DISTRICT

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

# CONFORMED AGENDA

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

## REGULAR BOARD MEETING

Wednesday, January 18, 2023

6:30 p.m.

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

## TELECONFERENCE TEAMS MEETING

[https://teams.microsoft.com/l/meetup-](https://teams.microsoft.com/l/meetup-join/19%3ameeting_NWE10GEwYjYtMDE3Yi00MmExLThkODEtODFIY2Q0YjNiNmJm%40thread.v2/0?context=%7b%22Tid%22%3a%227546519e-2cd5-4e2c-bed5-ac3d46eec8ff%22%2c%22Oid%22%3a%22b510e640-8ba3-421f-a075-694cad7ace01%22%7d)

[join/19%3ameeting\\_NWE10GEwYjYtMDE3Yi00MmExLThkODEtODFIY2Q0YjNiNmJm%40thread.v2/0?context=%7b%22Tid%22%3a%227546519e-2cd5-4e2c-bed5-ac3d46eec8ff%22%2c%22Oid%22%3a%22b510e640-8ba3-421f-a075-694cad7ace01%22%7d](https://teams.microsoft.com/l/meetup-join/19%3ameeting_NWE10GEwYjYtMDE3Yi00MmExLThkODEtODFIY2Q0YjNiNmJm%40thread.v2/0?context=%7b%22Tid%22%3a%227546519e-2cd5-4e2c-bed5-ac3d46eec8ff%22%2c%22Oid%22%3a%22b510e640-8ba3-421f-a075-694cad7ace01%22%7d)

### Board Members

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

# AGENDA

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## **CALL TO ORDER 6:35 pm**

- A. Roll Call – Present: MS,EA,TI,DW Absent: SB
  - B. Pledge of Allegiance
- 

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## **ADOPTION OF THE AGENDA**

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

### 1. Adopt the Agenda

*GM requested to pull item #11 from Conformed Agenda save it for February Board Meeting. GM would like to add Fire Ad Hoc Committee to list of committee chair report outs. GM requested in item #9 to strike Resolution No. 2023-03 and have it read 2023 Approve Fee Schedule Adjustment.*

*TI motioned to adopt the Agenda as amended / 2<sup>nd</sup> – DW*

*Ayes –MS/EA/TI/DW – Motion passed*

*Noes – None*

*Absent- SB*

*Abstain - None*

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## **RECOGNITIONS AND PRESENTATIONS**

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

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## APPROVAL OF CONSENT AGENDA

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2. **APPROVE** Conformed Agenda – Board of Directors Regular Meeting November 16, 2022
3. **APPROVE** Conformed Agenda – Board of Directors Special Meeting December 19, 2022
4. **APPROVE** Resolution 2023-01 – contract with Executech for District IT Services
5. **APPROVE** Resolution No. 2023-02 - Hybrid Meetings
6. **RECEIVE AND FILE** General Manager’s Report (A. Pichly)

EA motion to approve Consent Agenda with items #2 and #4 being pulled

Motion –EA / 2<sup>nd</sup> – DW

Ayes – MS/ EA/TI/DW – Motion passed

Noes – None

Absent- SB

Abstain - None

## GENERAL BUSINESS

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

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

### 7. Items removed from the Consent Agenda for discussion.

Item #2: APPROVE Conformed Agenda – Board of Directors Regular Meeting November 16, 2022

- MS stated the meeting minutes were out of order and wants to be placed in the right order. MS would like to send it back to staff to be corrected and come back next month. EA made motion to send the Conformed Agenda for the Board of Directors regular meeting on November 16<sup>th</sup>, 2022, back to staff to make recommended adjustments conversation transcripts under item 13 that probably belongs under another item and bring back to Board.

Motion – EA / 2<sup>nd</sup> – TI

Ayes – MS/EA /TI/DW – Motion passed

Noes – None

# AGENDA

Absent- SB

Abstain – None

8. Item #4: APPROVE Resolution 2023-01 – contract with Executech for District IT Services

- TI has concern that we have a 3-year contract, there is a base value but there is no total contract value like a maximum contract value that requires Boards further approval. TI asked do we have a maximum contract value, can we get an estimate put together, or should this be put off till next month?
- DW asked rather than having something say do not exceed could it say do not exceed without board approval or GM approval?
- The Finance Officer replied if we purchase a new computer it goes through the GM for approval. Any additional charges are with GM discretion.
- EA pointed out on page 9 of the agreement there is an annual base fee adjustment and asked if it is not in pay. On page 9 it states that it will increase 5% annually on anniversary day not a flat fee. The Finance officer said she will have to check with Executech.
- EA made motion to send item #4 back to staff to get a clear estimate on a year-to-year estimate, that Board recommend do not exceed without approval as well as clarifying the 5% annual increase in the contract whether it is true or not and bring back to Budget and Admin Committee next month if possible then to the Board in February.

Motion – EA / 2<sup>nd</sup> – TI

Ayes – MS/EA/TI/DW/ – Motion passed

Noes – None

Absent- SB

Abstain - None

9. **RECEIVE AND FILE** FY 2022/2023 Mid-Year Budget Report (C. Greek, est. 5-10 minutes)

10. **APPROVE** Resolution No. 2023-03 2023 Fee Schedule Adjustments (K. Vickers, est. 5-10 minutes)

TI made motion to approve 2023-03 2023 Fee Schedule Adjustments

- EA made a friendly amendment to recognize that the new fee schedule reflects hourly versus flat rate T accepted the friendly amendment.

Motion – EA / 2<sup>nd</sup> – TI

Ayes – MS/EA/TI/DW/ – Motion passed

Noes – None

Absent- SB

Abstain - None

11. **RECEIVE AND DISCUSS** Parks Storm Damage Update (M. Grassle, A. Pichly, est. 10-15 minutes),

12. **RECEIVE, DISCUSS, AND DIRECT** 2023 Work Plan Development and Consideration of Update to Objectives in Strategic Focus Areas (A. Pichly, est. 15 minutes)



# AGENDA

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## BOARD INFORMATION ITEMS

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

*GM spoke with Board President and Board Vice President regarding possibly moving Committee Chair Report-Outs to GM report.*

13. Committee Chair Report-Outs (est. 5-10 minutes)
    - a. Budget & Administration
    - b. Covenants, Conditions & Restrictions (CC&R)
    - c. Fire & Emergency Services
    - d. Parks & Recreation
  14. General Matters to/from Board Members and Staff (est. 5 minutes)
    - Upcoming Trainings & Community Meetings
      - SDRMA: Spring Education Day, Wednesday, March 22, 2023, Hilton Sacramento
      - CSDA: Special Legislative Days, May 16 & 17, 2023, Sheraton Grande Sacramento
- 

## ADJOURNMENT 8:36 pm

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Conformed Agenda Prepared by:

Conformed Agenda Approved by:

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Bailey Meyer  
Board Clerk

---

Director Sidney Bazett, President  
Board of Directors



CAMERON PARK COMMUNITY SERVICES DISTRICT

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Third Wednesday of the Month

## REGULAR BOARD MEETING

Wednesday, February 15, 2023

6:30 p.m.

Cameron Park Community Center – Assembly Hall

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## TELECONFERENCE TEAMS MEETING

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

[join/19%3ameeting\\_NWE10GEwYjYtMDE3Yi00MmExLThkODEtODFIY2Q0YjNiNmJm%40thread.v2/0?context=%7b%22Tid%22%3a%227546519e-2cd5-4e2c-bed5-ac3d46eec8ff%22%2c%22Oid%22%3a%22b510e640-8ba3-421f-a075-694cad7ace01%22%7d](https://teams.microsoft.com/join/19%3ameeting_NWE10GEwYjYtMDE3Yi00MmExLThkODEtODFIY2Q0YjNiNmJm%40thread.v2/0?context=%7b%22Tid%22%3a%227546519e-2cd5-4e2c-bed5-ac3d46eec8ff%22%2c%22Oid%22%3a%22b510e640-8ba3-421f-a075-694cad7ace01%22%7d)

### Board Members

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

# AGENDA

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## CALL TO ORDER 6:42 pm

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

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

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

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## ADOPTION OF THE AGENDA

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

### 1. Adopt the Agenda

GM made modifications to the order of Agenda items under General Business. After item #8 the order will be as follows:

- Item #17, Item #14, Item #9, Item #10, Item #16, Item #12, Item #11 then Item #13.
- GM added Fire Ad HOC Contract Negotiation Committee to Item #19.
- GM added that item #15 will be postponed to the March meeting and item # 18 will be sent to the Budget and Admin. Committee.

DW made a motion to adopt the agenda with the changes stated by the GM. MS made a friendly amendment for Item #5 to go back to Parks and Recreation Committee. DW accepted motion with the friendly amendment.

Motion – DW/ 2<sup>nd</sup> – MS

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

Noes – None

Absent- None

Abstain - None

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## RECOGNITIONS, APPOINTMENTS, AND PRESENTATIONS

*The Board of Directors expresses appreciation to members of the community, District staff, or the Board for extra efforts as volunteers, committee members or community-minded citizens. The Board of Directors is prohibited from discussing issues not on the agenda brought to them at this time. According to State Law (the Brown Act), items must first be noticed on the agenda before any discussion or action.*

- Committee assignments
    - Director Scobey will replace Director Israel as the alternate member for the Fire & Emergency Services Committee
    - Appointment community member Bob Dutta as a regular member to CC&R Committee
-

# AGENDA

- Appointment of community member Kristen Wiederhold as a regular member to the CC&R Committee

## OPEN FORUM FOR NON-AGENDA ITEMS

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

## APPROVAL OF CONSENT AGENDA

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

2. **APPROVE** Conformed Agenda – Board of Directors Regular Meeting November 16, 2022
3. **APPROVE** Conformed Agenda – Board of Directors Regular Meeting January 18, 2023
4. **APPROVE Resolution No. 2023-04** - Hybrid Meetings
5. **APPROVE Resolution 2023-01** – contract with Executech for District IT Services Report
6. **APPROVE Resolution 2023-05** First Responder User Fee policy, procedures, and hardship waiver program (A. Pichly, C. Greek) – Action Item
7. **RECEIVE AND FILE** General Manager’s Report (A. Pichly)

GM requested to pull items #2 and #3 and requested item #6 be moved to General Business.

TI requested to pull item #5 and move it to #8.

EA made motion to approve Consent Agenda removing items #2 and #3 and moving items #5 and #6 to General Business.

Motion – EA / 2<sup>nd</sup> – MS

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

Noes – None

Absent- None

Abstain - None

## GENERAL BUSINESS

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

Each item has an estimated time that staff believes will be required, at minimum, for that item to be introduced, discussed, time for public comment, and action on that item. It is possible the item will take less

time or more time. The estimated time is merely a management tool for the Board during its meetings and not intended in any way to limit public debate or input.

## 8. Items removed from the Consent Agenda for discussion.

### Item #5: APPROVE Resolution 2023-01 – contract with Executech for District IT Services Report

- be changed to include a do not exceed without the contract having it included in it.  
MS made a motion to approve the authorization for the GM entering into a contract with Executech so long the contract includes a do not exceed amount of \$120,000 over the life of the contract.

Motion – MS / 2<sup>nd</sup> – TI

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

Noes – None

Absent- None

Abstain – None

### Item #6: APPROVE Resolution 2023-05 First Responder User Fee policy, procedures, and hardship waiver program (A. Pichly, C. Greek) – Action Item

- EA moves to approve Resolution 2023-05 First Responder User Fee policy, procedures, and hardship waiver program.

Motion – EA / 2<sup>nd</sup> – DW

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

Noes – None

Absent- None

Abstain – None

## 9. APPROVE Resolution 2023-08– Declaration of Emergency (est. 5 minutes)

- MS recommended the board revisit this item, given it expires in a year unless renewed by the board.
- DW made a motion to approve Resolution 2023-08 with friendly amendment to bring it back within a year. DW included to correct the spelling of the governor’s name in the report.

Motion – DW / 2<sup>nd</sup> – MS

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

Noes – None

Absent- None

Abstain – None

## 10. RECEIVE, DISCUSS, AND DIRECT - Culvert/Roadway Repair at Cameron Park Lake Request for Proposals Recommendation (A. Pichly, est. 10-15 minutes)

# AGENDA

- GM will be speaking with Doug Veerkamp Engineering and will see how quickly they can bring an engineer to look over repair.
- SB made a motion to accept the emergency repairs by Doug Veerkamp Engineering with the friendly amendment that an engineer report will be provided that will validate the existing design.

Motion – SB / 2<sup>nd</sup> – MS

Ayes – SB/MS/EA/DW – Motion passed

Noes – TI

Absent- None

Abstain – None

**11. RECEIVE, DISCUSS, AND DIRECT** – Splash Pad Front Ends Specifications Request for Proposals Recommendation (15-20 minutes)

- MS asked the Finance Officer to ask the county for clarification.
- The Finance Officer stated she would ask the county for clarification on the funding.
- SB asked if there is liability from developers and taxpayers buy not spending the funds on the project that was promised.
- District Counsel states that there is sometimes regarding this specific project. He can look for documents regarding projects like these.
- The Board decided to table item #11 and has asked GM to go back to calendar see what the cost is for other projects and come back to the board for approval. Also asked the GM to obtain and provide to the board fees for other projects
- Board President SB called for a 5-minute recess at 9:46 pm. Meeting resumed at 9:53 pm

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

- EA made motion to approve Resolution 2020.3.18 Weed and Rubbish Abatement Ordinance to Reference California Public Resource Code 4291 Requirements, instead of citing them directly in the Ordinance and to read by title only and waive full reading.

Motion – EA / 2<sup>nd</sup> – MS

Ayes – SB/MS/EA/DW – Motion passed

Noes – TI

Absent- None

Abstain – None

**13. RECEIVE, DISCUSS, AND DIRECT** 2023 Work Plan Adoption (A. Pichly, est. 15 minutes)

- The Board would like a 5-year Capital Improvement Plan within a year and have the Browning Reserves Study investigated to find the cost of updating it.

# AGENDA

14. **APPROVE Resolution 2023-06** – Authorize full-time Maintenance Worker I position (C. Greek, est. 5 minutes)
  - The Board would like the organization chart corrected and a job description with what benefits are paid for by the district.
  - SB made motion to approve full-time Maintenance Worker 1 position.  
Motion – SB / 2<sup>nd</sup> – EA  
Ayes – SB/MS/EA/DW – Motion passed  
Noes – Tl  
Absent- None  
Abstain – None
15. **RECEIVE, DISCUSS, AND DIRECT** – Fire Master Plan Request for Proposals Recommendation (A. Pichly, D. Martin, est. 10 minutes)
  - Board directs staff to develop a request for proposal package and solicit bids from qualified consultants for a comprehensive fire master plan.
  - Staff were asked to develop a request for proposals package and solicit bids.
16. **APPROVE Resolution 2023-07** Well Conversion by Triangle Well (C. Greek, est. 5-10 minutes)
  - The Finance Officer will contact EID and see if possible to completely pull the meter.
  - The Board gave GM approval to enter into a contract under his signing authority.
17. ~~**RECEIVE, DISCUSS, AND DIRECT** – General Manager’s recommendations for updating 2021–2026 specific Strategic Focus Area descriptions and objectives (A. Pichly, est. 15 minutes) (Move to March Board Meeting)~~
18. ~~**APPROVE Resolution 2023-10** – Approve Additional Services Agreement with Callander Associates (A. Pichly, est. 10 minutes) (Move to Budget & Administration Committee in March)~~

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## BOARD INFORMATION ITEMS

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

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

# AGENDA

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

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## **ADJOURNMENT 11:30 pm**

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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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Conformed Agenda Prepared by:

Conformed Agenda Approved by:

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Bailey Meyer  
Board Clerk

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Director Sidney Bazett, President  
Board of Directors





## Agenda Transmittal

**DATE:** March 15, 2023

**FROM:** André Pichly, General Manager

**AGENDA ITEM #7:** New Brown Act Teleconferencing Requirements per AB 2449

**RECOMMENDED ACTION:** RECEIVE AND FILE

### Background

The District Board of Directors has passed resolutions each month since January 2022 that permitted the Board and Committees to hold virtual meetings per AB 361 – the Assembly Bill that permits state and local agencies to hold open meetings via teleconferencing. The reason for holding these virtual meetings was due to minimizing the risk of exposure to COVID-19 to all attendees. Beginning March 1, 2023 remote participation by board members will be limited per AB 2449.

### Discussion

Board member's ability to remotely participate in Committee and Board meetings will be significantly curtailed so that you may participate remotely only in accordance with traditional Brown Act teleconferencing requirements or pursuant to the new provisions of AB 2449. The stipulations for New Brown Act Teleconferencing Requirements (AB 2449) are as follows:

- At least a quorum of the members must participate in person from a singular physical location clearly identified on the agenda, which location shall be open to the public and situated within the boundaries of the territory of the local agency.
- All votes must be taken by roll call.
- A member can participate remotely only in one of the following circumstances:
  1. The member notifies the legislative body at the earliest opportunity possible, including at the start of a regular meeting, of their need to participate remotely for just cause, including a general description of the circumstances relating to their need to appear remotely at the given meeting. "Just cause" is defined as the following:

- a. A childcare or caregiving need of a child, parent, grandparent, grandchild, sibling, spouse, or domestic partner that requires them to participate remotely.
  - b. A contagious illness that prevents a member from attending in person.
  - c. A need related to a defined physical or mental disability not otherwise accommodated.
  - d. Travel while on official business of the legislative body or another state or local agency.
2. The member requests the legislative body to allow them to participate in the meeting remotely due to emergency circumstances (defined as a physical or family medical emergency that prevents a member from attending in person) and the legislative body takes action to approve the request. The request shall include a general description of the circumstances relating to the member's need to appear remotely at the given meeting, but the member shall not be required to disclose any medical diagnosis or disability, or any personal medical information that is already exempt under existing law.
- a. A member shall make a request to participate remotely at a meeting pursuant to this clause as soon as possible. The member shall make a separate request for each meeting in which they seek to participate remotely.
  - b. Note that unlike the "just cause" provisions, a request from a member to attend remotely due to an "emergency circumstance" requires that the legislative body take action and approve the remote attendance.
  - c. The legislative body may take action on a request to participate remotely at the earliest opportunity. If the request does not allow sufficient time to place proposed action on such a request on the posted agenda for the meeting for which the request is made, the legislative body may take action at the beginning of the meeting by adding the request to the agenda with a majority vote.
- The member shall publicly disclose at the meeting before any action is taken, whether any other individuals 18 years of age or older are present in the room at the remote location with the member, and the general nature of the member's relationship with any such individuals.
  - The member shall participate through both audio and visual technology.
  - Limitations on Use: The member cannot invoke the "just cause" provisions more than twice in a calendar year. Additionally, the member cannot in total invoke the "just cause" or "emergency circumstances" provisions for a period of more than three consecutive months or 20 percent of the regular meetings for the local agency within

a calendar year (or more than two meetings if the legislative body regularly meets fewer than 10 times per calendar year).

- Technical requirements for the conduct of a “hybrid” meeting under these provisions are very similar to those currently required under AB 361 (e.g., stating on the agenda how the public may access the meeting remotely). Of note, in the event that the broadcasting of the meeting to the public by phone or by internet is disrupted, the legislative body is prohibited from taking further action on agenda items until public access is restored. Actions taken on agenda items during a disruption are subject to challenge
- Beginning March 1, 2023 remote participation by board members will be limited. Please review the attached memo regarding AB 2449 and the changes it will have on remote participation. The memo addresses circumstances that allow remote participation and the number of times remote participation is allowed per each circumstance, there will be no exceptions. It is important that you become familiar with the requirements of this new bill. Staff will be tracking remote participation and adhering to the guidelines of this bill. There will no longer be an item on agendas for AB 361 and, after this meeting, there will not be an item on agendas for AB 2449.

**Recommendation**

Staff recommends that Board members and staff be familiar with the stipulations set forth in AB 2449 and comply. While the rules of AB 2449 apply to elected officials, District staff and guest presenters may still attend meetings remotely as needed.

**Fiscal Impact:** none

**Attachment:** none



## Agenda Transmittal

**DATE:** March 15, 2023

**FROM:** André Pichly, General Manager  
Christina Greek, Finance Officer

**AGENDA ITEM #8:** **APPROVE ADDITIONAL SERVICES AGREEMENT WITH  
CALLANDER ASSOCIATES FOR WORK OUTSIDE THE ORIGINAL  
SCOPE AND CONTRACT**

**RECOMMENDED ACTION:** **APPROVE RESOLUTION 2023-10**

### **Introduction**

Over the course of completing the construction documents for the Cameron Park Splash Pad project, the District has requested extra work requests from Callander Associates that was above and beyond their original scope and contract. Much of it has been outside of their control, but has been necessary to keep the Board informed during the process. In an effort to keep the project moving forward Callander Associates have tracked their work time and is requesting additional fees to help offset their expenditures on the project. They report that those efforts, as well as a complicated county approval process, has pushed their over budget by \$24,000.00 above the contract amount. Per a discussion with the General Manager, they are requesting only half of that amount.

### **Fiscal Impact**

The total amount of the Additional Services Agreement is \$24,000.00. Callander Associates is requesting 50% of that cost or \$12,000.00. The funds for this payment would come out of Park Impact Fees.

**Recommendation**

The Budget & Administration Committee reviewed and discussed this item and is recommending that the Board of Directors Approve Resolution 2023-10 and consider a payment of \$12,000.00 to Callander Associates for their construction document services.

**Attachments**

- 8.a – Additional Services Authorization #3
- 8.b – Resolution 2023-10



## Via Email

January 25, 2023

### ADDITIONAL SERVICES AUTHORIZATION #3

**TO:** Andre Pichly  
Cameron Park CSD  
2502 Country Club Drive  
Cameron Park, CA 95682

Phone: 530-350-4651  
Email: APichly@cameronpark.org

### RE: CAMERON PARK LAKE SPLASH PAD/ additional landscape architecture services

Dear Andre,

Per our previous discussion, over the course of completing the construction documents there has been various extra work requests from the District above and beyond our original scope and contract. As we discussed, much of it has been outside of our control and has been necessary to keep the board informed as they changed direction a few times during the process. We are happy to assist in those efforts but it has come at time and costs above our approved contract. In an effort to keep the project moving forward we have tracked those efforts and request additional fees to help offset our expenditures on the project. Those efforts, as well as a complicated county approval process has pushed us over budget by \$24,000 above the contract amount. As we discussed on the phone, we are requesting only half of that amount.

We request that \$12,000 be added to our 3.0 Construction Document Services. The following items describe the additional work.

Extra services include:

1. Splash Pad Redesign: After detailed design review and approval by the board, we submitted our 35% construction document set. The plans showed features reflecting previous board approval that met the budget. At this point the board wanted to re-visit the design and make substantial additions/modifications from the approved design. This included exploring options with features that were above and beyond the construction budget. We appreciate the changes/additions but it did take additional efforts to vet out and explore alternate designs, including work sessions with the board and correspondence with all parties involved.
2. Board Meetings: As part of the original contract, staff directed us to remove board meetings from the contract to keep the fees low since we had an approved design. During the process staff/board changed and then requested our attendance at multiple board meetings. We have attended four (4) additional board meetings along with preparing materials for presentation and information. This included drought information coordination with EID and the board,

researching other alternative designs, many phone calls and follow up research to keep staff and board informed on water use and restrictions.

- 3. Grant Assistance: Assist the district in securing additional funding via a grant. Assist the grant writer with exhibits, costs and exploring options and additional staff meetings.
- 4. Kayak Launch: Assist with design options and cost estimating to look at additional improvement options at the park to assist with the exploring to build something else in the park in lieu of the splash pad.


**Compensation**

3.0 Construction Documents (Lump Sum) .....	\$12,000
<b>Total Estimated Compensation .....</b>	<b>\$12,000</b>

**Signatures**

Sincerely,

Agreed and authorized to proceed:

  
 \_\_\_\_\_ 01/25/23

Benjamin W. Woodside, Principal      date  
 Callander Associates  
 Landscape Architecture, Inc.

\_\_\_\_\_ date  
 name of authorized representative

Attachments: Standard Schedule of Compensation dated 2023  
 Notice: Landscape architects are licensed by the State of California.  
 Terms and conditions are subject to change after ninety days.

**RESOLUTION NO. 2023-10  
of the Board of Directors  
of the Cameron Park Community Services District  
March 15, 2023**

**APPROVING THE ADDITIONAL SERVICES AGREEMENT BETWEEN THE CAMERON PARK  
COMMUNITY SERVICES DISTRICT AND CALLANDER ASSOCIATES**

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

**WHEREAS**, the District contracted with Callander Associates for landscape architecture services to further implement elements of the District's Park Improvement Plan and Cameron Park Lake Splash Pad; and

**WHEREAS**, the District has requested extra work requests from Callander Associates that was above and beyond the original scope and contract and;

**WHEREAS**, the extra work requests have been necessary to keep the Board informed during the Splash Pad design and permitting process, and;

**WHEREAS**, Callander Associates have tracked their work time and is requesting additional fees to help offset their expenditures on the project, and;

**WHEREAS**, their additional work and county approval process has caused them to exceed their over budget by \$24,000.00 above the contract amount, and;

**WHEREAS**, Callander Associates is requesting only half of that amount or \$12,000.00.

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

1. Approves the Additional Services Agreement between the Cameron Park Community Services District and Callander Associates; and
2. Authorizes the General Manager to sign said agreement for an amount of \$12,000.

***PASSED AND ADOPTED*** by the Board of Directors of Cameron Park Community Services District, this 15th day of March 2023, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

**ATTEST:**



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Director Sidney Bazett, President  
Board of Directors

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André Pichly  
General Manager



## Agenda Transmittal

**DATE:** March 15, 2023

**FROM:** André Pichly, General Manager

**AGENDA ITEM #9:** ADDITION TO 2023 WORK PLAN GOALS FROM THE FIRE & EMERGENCY SERVICES COMMITTEE

**RECOMMENDED ACTION:** REVIEW AND APPROVE

### Introduction and Discussion

There was a fourth Work Plan goal from the Fire & Emergency Services Committee that was not included in the transmittal at February's meeting of the Board of Directors. It is as follows:

- Revitalizing relationships with area fire programs to increase the number of resident interns by one-third by December 31, 2023.

### Fire & Emergency Services Committee

#### Strategic Plan 2021-2026: Strategic Focus Areas

- **E.2 Firewise Community:** Our objective is to create a Firewise Community and to provide a high level of fire protection and advanced live support services to the residents. Our strategy is to educate property owners, seek community involvement, and actively implement the District's Weed and Rubbish Abatement Ordinance to reduce fire fuels in the community.
  - **E.2.a** Complete the education and fuels reduction projects funded by the California Climate Investment Grant, which includes working with the El Dorado County Department of Transportation, to establish clearance along major roadways.
  - **E.2.c** Work on the expansion and improvement of Fire Station 88, for the wellbeing of fire station personnel.
  - **E.2.d** Achieve national recognition as a Firewise Community which enables benefits to residents with homeowner insurance policies

- **E.2.e** Seek grants that will support fire protection and advanced life support services, and fuels reduction efforts.
- **E.2.f** Continue to implement the District’s Weed and Rubbish Abatement Ordinance to reduce the wildfire risk in the community.

### **Updated Work Plan Goals for the Fire & Emergency Services Committee**

The list of Work Plan goals for the Fire & Emergency Services Committee includes a fourth goal. The entire list of Work Plan goals is as follows with the last goal on this list being the addition:

- Complete 100% of State mandated occupancy inspections by December 31, 2023.
- Develop a system for tracking rental expenses and maintenance costs by July 1, 2023.
- Identify a funding source for a Fire Master Plan and issue an RFP to contract with a consulting firm by July 1, 2023. (*Meets Strategic Focus Area - E.2.c*)
- Revitalizing relationships with area fire programs to increase the number of resident interns by one-third by December 31, 2023.

### **Attachments** (via hyperlinks)

- 9a - [2021-2026 Strategic Plan](#)
- 9b – [Fire Department Master Plan and Capital Improvement Plan 2015-2020](#)
- 9c - [Browning Reserve Study](#)



## Agenda Transmittal

**DATE:** March 15, 2023

**FROM:** André Pichly, General Manager

**AGENDA ITEM #10:** GENERAL MANAGER'S REPORT

**RECOMMENDED ACTION:** RECEIVE AND FILE

### **Budget and Administration**

Finance Officer Christina Greek and I met with Charley Howard of Regional Governmental Services (RGS) to discuss the scope of work RGS will perform as our Human Resources. RGS will handle nearly everything an HR department would do, which includes:

- Providing qualifications-based recruitment and selection services.
- Analysis and recommendations for effective classification and compensation structures.
- Conducting HR needs assessments, systems audits, and performance analysis.
- Compliant user-friendly administrative policy development and implementation.
- Case management of complex medical leave and accommodation situations.
- Facilitating appropriate resolutions for conduct issues which adversely impact the workplace.
- Labor relations services, including meet and confer process and documentation management.
- Developing performance accountability systems and coaching staff to provide effective metrics and feedback.

RGS is now the District's Human Resources consulting firm.

### **Parks and Facilities**

On February 24<sup>th</sup>, Parks & Facilities Superintendent Mike Grassle and I had a pre-construction discussion with the representative of Doug Veerkamp Engineering, Inc., regarding the culvert/roadway washout repair at Cameron Park Lake. The culverts have been ordered and should arrive in 4-6 weeks. Once on site the project should take less than a week to complete. Mike and I are hoping the repairs will be done before the end of April. Mike and I asked the company representative about how well the new

repair will hold up against storms like we had on New Year's Eve. He says the design has held up for over 50 years. He has offered to have a discussion with Board members to talk about their concerns. He also stated that the cost to change the design would be \$600,000.00 give or take, and that it would be next year before they could even get started. Mike and I both believe the current design (plus the use of a concrete slurry to bind the fill materials that will cover the culverts) can handle a vast majority of storm events. We also believe that the cracked 6-inch water main that was jetting water up through the asphalt was a factor in the culvert system failure. That will not be an issue with the abandonment of that water main.

On March 2<sup>nd</sup>, Mike, Recreation Coordinator Adam Domingo, and I met with the Buckeye Union School District superintendent and head custodian to discuss access to the pickle ball courts at Camerado School. While the initial discussion left us hopeful that we might be able to rent the courts or enter into a joint-use agreement, the school district has since let us know that they are unable to do either for the foreseeable future. No reason was given.

On March 9<sup>th</sup>, Mike and I met with Don Fuller and Joe Ryan of **Cameron Park Rotary** to discuss potential projects the Rotary Club could put funds towards and get hands-on with. Mike suggested the dock at Cameron Park Lake, which is in need of repair. Mike will be scheduling a time for later this month of early April for use to continue this discussion to make sure the project is a good fit for our Rotary partners.



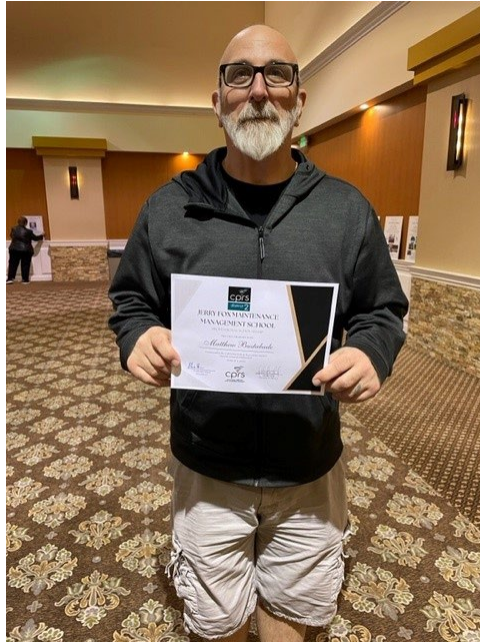
From left: Mike Grassle, Don Fuller, and Joe Ryan

While **Recreation, Fire** and **CC&R's** remain busy in their respective areas, there's not much for me to report in regard to significant activities or meetings between staff and myself since the February Board meeting.

**Other**

On March 1<sup>st</sup>, Adam, Kim Vickers, Matt Bustabade, and I attended the **CPRS District 2 Awards and Installation Banquet** in Rocklin. Kim was sworn in for her second year on the District 2 Board of Directors as the Recreation Therapy Representative. Matt was awarded the Jerry Fox Maintenance Management School Scholarship (\$1,000) which covers the full cost of his first year at the Maintenance Management School at Lake Arrowhead. Matt will be attending year 2 of the school to complete the school experience. I'm very proud of both Kim and Matt for their professional engagement and positive representation of the Cameron Park Community Services District.





Matt Bustabade

On March 8<sup>th</sup>, Directors Bazett, Scobey, and I had lunch with Kevin Loewen, General Manager of the El Dorado Hill Community Services District. The lunch meeting was at the invitation of Mr. Loewen and we discussed the challenges our respective Districts have and to be thinking about ways we might collaborate in the future.



## Agenda Transmittal

**DATE:** March 15, 2023

**FROM:** Kalan Richards, Battalion Chief/Fire Marshal

**AGENDA ITEM #12:** SECOND READING OF AN AMENDMENT TO ORDINANCE NO. 2020.3.18 WEED AND RUBBISH ABATEMENT ORDINANCE TO REFERENCE CALIFORNIA PUBLIC RESOURCE CODE 4291 REQUIREMENTS, INSTEAD OF CITING THEM DIRECTLY IN THE ORDINANCE SO AS TO HAVE THE SAME ZONE REQUIREMENTS AS ARE FOUND IN CALIFORNIA PUBLIC RESOURCE CODE 4291 AND REVIEW AND APPROVE DRAFT OF RESOLUTION 2023-09 WHICH AUTHORIZES THE ADOPTION OF THE ORDINANCE.

**RECOMMENDED ACTION:**

- Provide the second reading of the amendment to Ordinance No. 2020.3.18
- Approve Resolution No. 2023-09, which authorizes the adoption of the amendment to Ordinance No. 2020.3.18 Weed and Rubbish Abatement

### Discussion

The current 2020.3.18 Weed and Rubbish Abatement Ordinance contains defensible space zones for improved parcels. At the time the ordinance was adopted, the defensible space zones mirrored CA Public Resource Code (PRC) 4291 requirements. The zones were purposefully mirrored to ensure consistency for improved parcel inspections in the State Responsibility (SRA) and Local Responsibility (LRA) areas. Soon, CA PRC 4291 will be adding a fourth zone (zone zero). Fire Prevention personnel recommend amending the current 2020.3.18 Weed and Rubbish Abatement ordinance to reference CA PRC 4291 requirements, instead of citing them directly in the ordinance. By referencing CA PRC 4291, the Weed and Rubbish Abatement Ordinance will have the same zone requirements and will not need to be amended if there are future zone requirement changes.

Following are the current, and proposed language changes to the Weed and Rubbish Abatement Ordinance. At the end, there is a link to the most current PRC 4291 zone requirements.



# Current

## Section 7: REQUIREMENTS

- B. All Improved parcels within the District shall comply with the following requirements:
- (1) One hundred feet (100 ft.) of defensible space clearance shall be maintained in two distinct "Zones" (See Diagram A) as follows:
    - a) "Zone 1" extends thirty feet (30 ft.) from each structure or to the property line, whichever comes first.
    - b) "Zone 2" extends from thirty feet (30 ft.) to one hundred feet (100 ft.) from each structure, or to the property line, whichever comes first.
- C. Zone 1 requirements:
- Remove all dead grass, plants, shrubs, trees, branches, leaves, weeds, and pine needles, from the yard and from the roof and gutters of the structure.
  - Remove all dead branches that overhang roofs and keep all branches ten feet (10 ft.) away from the chimney and stovepipe outlets.
  - Relocate wood piles outside of Zone 1, if property line extends beyond Zone 1.
  - Remove or prune flammable plants and shrubs near windows.
  - Remove flammable vegetation and items that could catch fire, from around and under decks and stairs.
- D. Zone 2 requirements:
- Cut or mow annual grass down to a maximum height of four inches (4 in.).
  - Create vertical spacing between grass, shrubs and trees. (See Diagram B)
  - Create horizontal spacing between shrubs and trees. (See Diagram C)
  - Remove tree limbs 6 feet from the ground.
  - Remove dead and dying shrubs, trees, and other woody plants. Loose surface litter, consisting of fallen leaves, needles, twigs, bark, cones, and small branches, are permitted to a depth of three inches (3 in.).
  - All exposed wood piles must have a minimum of ten feet (10 ft.) of clearance, down to bare mineral soil, in all directions.
- C. For both Zones 1 and 2:
- Outbuildings and Liquid Propane Gas (LPG) storage tanks shall have a minimum of ten feet (10 ft.) clearance, down to bare mineral soil, and no flammable vegetation for an additional ten feet (10 ft.) around their exterior.

**Proposed**

Section 7: REQUIREMENTS

- B. All Improved parcels within the district shall comply with the current California Public Resource Code 4291 Zone requirements:

**Current PRC 4291 Zone Requirements**

<https://www.fire.ca.gov/dspace/>

**Fiscal Impact**

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

**Attachment:**

- 12a – 2023 Weed and Rubbish Abatement Amendment
- 12b – Resolution No. 2023-09 Weed Abatement Ordinance Amendment

## ORDINANCE NO. 2023-01

AN ORDINANCE OF THE CAMERON PARK COMMUNITY SERVICES DISTRICT  
AMENDING THE "WEED AND RUBBISH ABATEMENT" ORDINANCES NO. 2016.03.16,  
2018.03.2, and 2020.03.18 WITHIN CAMERON PARK COMMUNITY SERVICES DISTRICT

BE IT ORDAINED BY THE CAMERON PARK COMMUNITY SERVICES DISTRICT AS FOLLOWS:

The "WEED AND RUBBISH ABATEMENT" ORDINANCES NO. 2016.03.16, 2018.03.21, and  
2020.03.18 are hereby amended as follows, and shall hereafter be designated as CAMERON PARK  
COMMUNITY SERVICES DISTRICT ORDINANCE NO. 2023-01

Sections:

- Section 1: FINDINGS
- Section 2: DEFINITIONS
- Section 3: LEGAL AUTHORITY FOR DISTRICT ORDINANCE
- Section 4: PROHIBITED CONDUCT
- Section 5: DUTY TO REMOVE AND ABATE HAZARDOUS VEGETATION AND RUBBISH
- Section 6: ENFORCEMENT OFFICIALS
- Section 7: REQUIREMENTS
- Section 8: INSPECTION
- Section 9: ENFORCEMENT
- Section 10: APPEALS
- Section 11: SEASONAL DESIGNATION
- Section 12: REMOVAL OF HAZARDOUS VEGETATION AND RUBBISH
- Section 13: COLLECTION OF ABATEMENT COSTS
- Section 14: LEVYING OF ABATEMENT COSTS AGAINST PROPERTY
- Section 15: VIOLATIONS
- Section 16: PENALTY - MISDEMEANOR
- Section 17: DELINQUENT FEES
- Section 18: SEVERABILITY
- Section 19: EFFECTIVE DATE AND PUBLICATION

Section 1: FINDINGS

- A. The Board of Directors of the Cameron Park Community Services District (hereinafter "District") finds and declares that the uncontrolled growth and/or accumulation of hazardous vegetation and rubbish is a public nuisance, in that it creates a fire hazard.
- B. It is the intent of the District that this Ordinance shall apply to the abatement of the accumulation of hazardous vegetation and rubbish on all improved parcels and all unimproved parcels within the District, and the maintenance of those parcels to prevent vegetation from growing back and rubbish from accumulating.

- C. Cameron Park is located in a wildland urban interface where homes are intermingled with or adjacent to highly flammable native and non-native plant species, within the jurisdictional boundaries. Each year the District experiences periods of high temperatures, accompanied by low humidity, and seasonal high wind. These conditions contribute to significant wildfires resulting in catastrophic fire losses to life, property, and the environment.
- D. The District has a diverse and complex landscape which includes mountains and other brush covered wildlands, which are home to many rare and sensitive plant and animal species.
- E. Of paramount importance to the District Board of Directors, is the protection of life and property from the threat of fire, and the safety of fire and law enforcement personnel during wildfires. The proper establishment of defensible space benefits property owners, public safety personnel and all residents of Cameron Park by dramatically increasing the likelihood that structures will survive a wildfire, provides for firefighter safety during a firestorm and generally aids in the protection of lives.
- F. It is the purpose of this Ordinance to establish a hazardous vegetation and rubbish abatement program that protects the lives and property of the citizens of the District.

## Section 2: DEFINITIONS

- A. Abatement- The removal of hazardous vegetation and rubbish from property, to mitigate a public nuisance.
- B. Abatement costs- Any and all costs incurred by the District to enforce this Ordinance and to abate the hazardous vegetation and rubbish on any property, including inspection, physical abatement costs, administration and clerical fees and any additional actual costs incurred for the abatement proceeding(s), including attorney's fees, if applicable.
- C. Accumulation- Allowing the growth of hazardous vegetation and allowing rubbish to collect and remain as defined below.
- D. Defensible Space- Described in Public Resources Code 4291, and under "requirements" in this Ordinance, the area around a structure where hazardous vegetation, and rubbish have been cleared or reduced, to slow the spread of fire, to and from the structure.
- E. Enforcement Officials- A Fire Chief of the Cameron Park Community Services District Fire Department or his/her authorized representative.
- F. Fixed Flammable Items- Combustible fencing or other combustible materials that are attached to a structure.
- G. Hazardous Vegetation- Vegetation that is flammable and endangers the public safety by creating a fire hazard, including but not limited to seasonal and recurrent weeds, chaparral, manzanita, brush, dead trees, dry leaves, needles, and tumbleweeds.

- H. Improved Parcel- A portion of land of any size, the area of which is determined by the Assessor's maps and records and may be identified by an Assessor's Parcel Number, upon which a structure is located.
- I. Outbuilding- Buildings or structures that are less than one hundred twenty square feet (120 sq. ft.) in size and not used for human habitation.
- I. Rubbish - Includes all the following, but is not limited to, paper, cardboard, wood chips, bedding, rubber tires, construction waste, garbage, trash, and other combustible material.
- J. Structure - Anything constructed that is designed or intended to shelter or protect persons, animals, or property, including houses, whether inhabited or not, barns, storage sheds, etc.
- K. Unimproved Parcel - A portion of land of any size, the area of which is determined by the Assessor's maps and records and may be identified by an Assessor's Parcel Number, upon which no structure is located.
- L. Weeds - Includes any of the following:
  - 1) Vegetation that bears seeds of a downy or wingy nature.
  - 2) Vegetation that is not pruned or is otherwise neglected so as to attain such large growth as to become, when dry, a fire menace to adjacent property.
  - 3) Vegetation that is otherwise noxious or dangerous.
  - 4) Poison oak and poison ivy, when the conditions of growth are such as to constitute a menace to the public health.
  - 5) Dry grass, stubble, brush, litter, or other flammable material which endangers the public safety by creating a fire hazard.

### Section 3: LEGAL AUTHORITY FOR DISTRICT ORDINANCE

The District has the legal authority to adopt the provisions contained in this Ordinance as specified below:

- A. **Government Code** Section 61100(t) which provides the District the authority to abate weeds and rubbish pursuant to the provisions of the California Health and Safety Code at Section 14875 et seq.
- B. **Government Code** Section 61069 which provides the District the authority to enter private property to: (1) inspect and determine the presence of public nuisances including fire hazards that the District has the authority to abate; and (2) abate public nuisances, including public nuisances constituting fire hazards such as excessive growth of weeds, grasses, hazardous vegetation and other combustible material by giving notice to the property owner to abate such public nuisance; and (3) enter upon private property to determine if a notice to abate a public nuisance including a fire hazard has been complied with by the property owner; and, if not, exercise its power to abate such public nuisance after failure to act by the responsible property owner.

- C. The **California Health and Safety Code**, Part 5, Section 13871, which provides that any person who refuses to correct or eliminate a fire hazard, is guilty of a misdemeanor.
- D. The **California Health and Safety Code**, Part 5, Sections 14875-14930, which provides that an accumulation of weeds, grasses, hazardous vegetation and other combustible material constitutes a public nuisance, providing guidelines for enforcement and abatement by the District of such fire hazards, and payment of such abatement costs incurred by the District to remove such hazardous vegetation and combustible material and provides for penalties for violations of this Ordinance by property owners.
- E. The **California Fire Code** Title 24, Part 9, Chapter 3, Section 304.1 prohibits combustible waste material creating a fire hazard on vacant lots or open space, which California Fire Code has been adopted by this District.
- F. The **California Code of Regulations Code** 14, C.C.R., Sections 1270.01-1276.03. Which establishes minimum wildfire protection standards in conjunction with building, construction and development in the SRA.
- G. The **California Code of Regulations Code** 14, C.C.R., Sections 1299.03. Which establishes defensible space requirements.
- H. The **California Public Resources Code** Section 4291 Which requires a person who owns, leases, controls, operates, or maintains a building or structure in, upon or adjoining a mountainous area, forest-covered lands, brush-covered lands, grass-covered lands, or land that is covered with flammable material, to maintain defensible space at least 100 feet from each side of the structure, and which provides for required fuel modification so as to ensure that a wildfire burning under average weather conditions would be unlikely to ignite the structure on the property.
- I. **Government Code** Section 25845 regarding enforcement mechanisms available for the District to ensure that the costs incurred by the District in abating the nuisance consisting of accumulation of hazardous vegetation and rubbish are recovered from the property owner who fails to abate such nuisance after notice from the District to do so.
- J. **Government Code** Section 61115 which provides the District the authority to levy charges against property owners within the District for all the costs incurred by the District in abating nuisances created by accumulation of weeds, grasses, hazardous vegetation and other combustible materials. The District may provide that any charges and penalties maybe collected on the tax roll in the same manner as property taxes. To recover such charges and penalties by recording in the office of the County Recorder a lien declaring the amount of the charges and penalties due, the lien to be incurred against all real property owned by the delinquent property owner within El Dorado County. Such special tax assessments are to be collected in the same manner and method as real property taxes are collected by the county.

#### Section 4: PROHIBITED CONDUCT

A person shall not dump, nor permit the dumping of hazardous vegetation and rubbish, nor shall a person permit the accumulation of hazardous vegetation and rubbish, on that person's property or on any other property, so as to constitute a fire hazard.

#### Section 5: DUTY TO REMOVE AND ABATE HAZARADOUS VEGETATION AND RUBBISH

It shall be the duty of every owner, occupant, and person in control of any parcel of land or interest therein, which is located within the District, to abate all hazardous vegetation and rubbish, which constitutes a fire hazard, which may endanger or damage neighboring property.

By May 1, of each year, the owner of parcels within the District shall remove, from such property and adjacent streets, all hazardous vegetation and rubbish, growing or accumulated thereon, in accordance with the procedures and methods prescribed in this Ordinance and by the enforcement official.

#### Section 6: ENFORCEMENT OFFICIALS

The enforcement official shall have authority to enforce this chapter and issue citations for violations. For purposes of this chapter, the "enforcement official" is the Fire Chief of the District's Fire Department, or his/her designee.

#### Section 7: REQUIREMENTS

A. All **Unimproved** parcels within the District shall comply with the following requirements:

- (1) Any Unimproved parcel of less than two acres (2 ac.) shall be cleared of all hazardous vegetation and rubbish. Weeds, non-cultivated pastures, or other hazardous vegetation shall be mowed and cut to a maximum height of four inches (4 in.), so as to not constitute a fire hazard throughout the year.
- (2) Any Unimproved parcel, or multiple contiguous parcels under the same ownership, consisting of more than two acres (2 ac.) shall be cleared of all rubbish and shall **either** be cleared of all hazardous vegetation and mowed and cut to a maximum height of four inches (4 in.), **or** shall construct and maintain a minimum thirty-foot wide firebreak around the perimeter of the property. Firebreaks will be disked, and can also be scraped, provided that the scraped material is removed or spread evenly over the remaining property.
- (3) Remove tree limbs six feet (6ft) from the ground.
- (4) The District's enforcement official or his/her designee may require a firebreak to a maximum of one hundred feet (100ft) in width, if the determination is that the property or adjoining structure(s) will be at risk from an approaching fire. These factors shall include fuel type(s), topography, and the environment where the property or adjoining structure(s) is located.

- (5) Dry leaves or wood chips located on parcels must be disked or turned under or evenly broadcast over the parcel area. If leaves or wood chips are being retained for the purpose of mulch or compost, they must be placed in a container so as to not constitute a fire hazard.

B. All **Improved** parcels within the district shall comply with the current California Public Resource Code 4291 Zone requirements: <https://www.fire.ca.gov/dspace/>



The enforcement official, or his/her designee may enter upon private or public property, whenever necessary, to enforce or administer the provisions of this chapter; provided, however, that this right of entry and inspection shall not be construed to grant the right to enter into any dwelling or structure which may be located on the land. Should the District determine that there is a reasonable expectation of privacy of the property owner with respect to the dwelling unit to be inspected, the District may request an inspection warrant pursuant to the provisions of California Civil Code Section 1822.50 et seq., which warrant shall state the location which it covers and state the purposes of the inspection. When there is no reasonable expectation of privacy, such as with respect to an abandoned dwelling or building, the District's designated enforcement official may enter onto that property without a warrant in order to inspect the property for the purposes of determining whether the provisions of this Ordinance have been violated....

A. Initial inspections will occur during April of each year.

(1) Should inspections reveal violations of this Ordinance, the enforcement officer will mail a notice of non-compliance to parcel owners,

B. Second inspections will occur during May of each year.

(1) Should second inspections reveal violations of this Ordinance, the enforcement process will begin,

## Section 9: ENFORCEMENT

Violations of this Ordinance may be enforced pursuant to the legal authorities specified in Section 3 of this Ordinance, following the procedures and timelines specified in this Ordinance.

As an alternative to enforcement procedures, the enforcement official retains the discretion to meet and confer with property owners, who are in violation of this Ordinance, to attempt a mutually acceptable method for abating the hazardous vegetation and rubbish. Nothing shall prohibit the enforcement official from issuing a hazard abatement notice to a property owner and following the enforcement procedure with respect to property owners who do not agree to a mutually acceptable abatement method after discussions with the enforcement official.

A. If the meet and confer process does not occur or does not result in the abatement of hazardous vegetation and rubbish, the enforcement official may commence proceedings to enforce the provisions of this Ordinance, when a violation is identified due to:

(1) The failure of an owner of a parcel to abate all hazardous vegetation and rubbish on or before May 1.

(2) The failure of an owner of a parcel to abate all hazardous vegetation and rubbish within the time specified in the Notice.

B. Enforcement proceedings are commenced by the mailing of a Hazard Abatement Notice in the manner prescribed as follows:

- (1) The enforcement official shall mail the Hazard Abatement Notice to each person that has an ownership interest in the parcel to which the violation pertains.
- (2) Ownership interest shall be determined based on the last equalized assessment roll available on the date of mailing of the Hazard Abatement Notice.
- (3) Notification may also be accomplished by posting the Hazard Abatement Notice on the property, if the owner's mailing address is not available or not current. Such Hazard Abatement Notice also will be sent by mail to the property owner of such parcel as his or her name appears on the last equalized assessment roll and to the address shown on such assessment roll.
- (4) Notices which are posted, shall be conspicuously posted in front of the property, or if the property has no frontage upon a road or street, then upon a portion of the property nearest to a road or a street most likely to give actual notice to the owner. Notices shall be posted not more than 100 feet in distance apart upon property with more than 200 feet of frontage, and at least one notice shall be posted on each parcel with 200 or less feet of frontage.

C. The contents of the Hazard Abatement Notice shall include the following:

- (1) A description of the property by reference to the assessor's parcel number as used in the records of the county assessor, and by reference to the common name of a street or road upon which the property abuts, if the property abuts upon a road or street;
- (2) A statement that there are hazardous vegetation and rubbish upon the property;
- (3) A request that such hazardous vegetation and rubbish be abated by June 1, which shall not be less than 15 calendar days following the mailing or posting of the notice;
- (4) A statement that if such hazardous vegetation and rubbish are not abated by the property owner by June 1, that such materials may be removed under authority of the District, and the costs of such abatement may be made a legal charge against the owner or owners of the property, a lien imposed on and recorded against the property in the amount of such costs, and such costs referred to the County Tax Collector for collection together with property taxes on such property pursuant to the provisions of Health and Safety Code Sections 14875 through 14931, and Government Code Sections 25845 and 61115;
- (5) A statement referencing the right of the property owner to appeal the issuance of the Hazard Abatement Notice pursuant to Section 10 hereof and;
- (6) With respect to notices which are posted, a title which reads "Notice to Remove Hazardous Vegetation and Rubbish" the letters of the foregoing title to be not less than one inch in height.

## Section 10: APPEALS

Process: Any person, who is adversely affected by the Hazard Abatement Notice specified in

Section 9, may appeal such Hazard Abatement Notice to the Board of Directors within fifteen (15) calendar days of the postmark on the Hazard Abatement Notice by filing a written appeal with the enforcement official. Timely appeal shall stay any further action for abatement until the date set for hearing, unless the hazardous vegetation and rubbish at issue presents an imminent fire hazard within 100 feet of any structure. The enforcement official shall set the matter for hearing before the Board of Directors. The enforcement official shall notify the Appellant by certified mail of the date and time set for such hearing, at least fifteen (15) days prior to said date. If the Appellant resides outside the District, such Notice of Hearing shall be mailed to the Appellant at least twenty (20) days prior to the date set for the hearing. The Appellant shall have the right to appear in person or by agent, designated in writing, at the hearing, and present oral, written, and/or photographic evidence. The Board of Directors shall issue its order denying or granting the appeal, which shall be in writing and be issued within fifteen (15) days of the date of the hearing. The decision of the Board of Directors shall be final.

#### Section 11: SEASONAL DESIGNATION

In the case of a parcel containing a fire hazard where it has been necessary for the District to abate the nuisance in two (2) consecutive years, and the fire hazard is seasonal or recurring, it shall be the decision of the Board of Directors to declare the lot a seasonal public nuisance and the fire hazards may be abated thereafter without the necessity of further hearing.

#### Section 12: REMOVAL OF HAZARDOUS VEGETATION AND RUBBISH

If, by June 1 of any year as specified in the original Hazard Abatement Notice, or as extended in cases of appeal, or as specified by the Board of Directors, compliance with this Ordinance has not been accomplished, the enforcement official or his designee may order that hazardous vegetation and rubbish, located on the property be removed by public officers and/or employees of the District, or may cause such removal to be carried out by a private contractor selected by the District.

#### Section 13: COLLECTION OF ABATEMENT COSTS

- A. When proceedings under this chapter result in the abatement of hazardous vegetation and rubbish from property by the District or its agents or contractors due to the refusal of a property owner to comply with this Ordinance, all costs incurred by the District in performing such abatement may be assessed against the property. Such costs shall include the costs of labor, materials and equipment furnished by the District in abating such hazardous vegetation and rubbish; the costs incurred by the District for payments to an independent contractor to abate such hazardous vegetation and rubbish from the property; all administrative costs incurred by the District in abating such hazardous vegetation and rubbish, including actual costs of investigation, property inspection, boundary determination, measurement, clerical costs, related attorney's fees, and administrative overhead costs for supervision, insurance, costs of publication, mailing and posting of notices, preparation of contracts with independent contractors to perform the abatement work, review of bids by contractors, administration of contracts for abatement activities, and other budgeted overhead items.
- B. If hazardous vegetation and rubbish are ultimately abated by the property owner,

subsequent to the deadline for abatement specified in any Hazard Abatement Notice issued by the District, the District shall be entitled under this Ordinance to assess against the property all such costs incurred securing such compliance with this Ordinance by the property owner up to and including the final date of compliance.

- C. The enforcement official shall keep an account of such administrative and costs of abatement and shall submit to the District Board of Directors for confirmation an itemized written report showing such unpaid costs and their proposed assessment to the respective properties subject to the Hazard Abatement Notice. The report shall be filed with the General Manager not less than 15 calendar days in advance of the confirmation hearing required below.
- D. Upon receipt of the report, a public hearing shall be scheduled in June to receive any protests and to confirm the cost report. A statement of the proposed costs and notice of the time, date and place of the hearing, together with reference to the report on file with the clerk, shall be mailed to the owner or owners of each parcel of property proposed to be assessed as shown on the last equalized assessment roll available on the date of mailing of the notice shall be mailed not less than 15 calendar days in advance of the hearing.
- C. Notice of the time, date and place of the public hearing by the Board shall be published once in a newspaper of general circulation published within the District. The notice shall show the name or names of the owner, the assessor's parcel number, the street address of the property if the property has an address and the address is known to the enforcement official, the name of the street or road upon which such property abuts, the amount of the proposed assessment and reference to the report on file with the enforcement official. Such publication shall be made not less than 15 calendar days in advance of the hearing.
- D. At the time fixed for receiving and considering the report, the District Board of Directors shall conduct a public hearing and shall receive and consider any objections from members of the general public or property owners liable to be assessed for the costs of abatement. The District Board of Directors may continue the hearing and delegate to the General Manager or his or her designee the responsibility of hearing individual protests and submitting a recommendation with respect thereto; provided, that the District Board of Directors provides an opportunity for individual consideration of each property upon which abatement activities have been conducted by the District upon receipt of a recommendation by the General Manager. The District Board of Directors may modify the report if it is deemed necessary. The District Board of Directors shall then confirm the report by motion or resolution.

#### Section 14: LEVYING OF ABATEMENT COSTS AGAINST PROPERTY

- A. The abatement costs incurred by the District may be levied against the parcel of land

subject to abatement activities by the District as a real property assessment in accordance with Health and Safety Code Division 12, Part 5, Chapter 4, Article 3 commencing with 14912 and 14915-14919 and Government Code Section 25845. Any assessment imposed on real property pursuant to this Section may be collected at the same time and in the same manner as ordinary real property taxes are collected by the County of El Dorado and shall be subject to the same penalties and the same procedure and sale in case of delinquency as is provided for ordinary real property taxes. Notice of any assessment that is levied on real property pursuant to this Section shall be given to the property owner by certified mail from District and shall contain the information set forth in Health and Safety Code Division 12, Part 5, Chapter 4, Article 3 commencing with 14912 and 14915-14919 and Section 5845 of the Government Code. The District shall transmit the notice of such assessment levied on real property pursuant to this Section to the County Auditor-Controller of El Dorado County with instructions to collect the assessment on the real property tax rolls for the ensuing fiscal year. Such notice shall be transmitted to the County Auditor-Controller prior to August 10 in any fiscal year.

#### Section 15: VIOLATIONS

The owner or occupant of any parcel within the District who violates this Ordinance or permits a violation of this Ordinance upon any parcel owned, occupied or controlled by him/her, shall be guilty of a misdemeanor (H&S 13871). Violation of this Ordinance shall consist of the following:

- A. Every person who fails or refuses to correct or eliminate a fire hazard after written order of a district board or its authorized representative, is guilty of a misdemeanor.

#### Section 16: PENALTY - MISDEMEANOR

- A. Notwithstanding the provisions of any other section of this Ordinance, violation of any provisions of this chapter or failure to comply with any of the regulatory requirements of this chapter, is a misdemeanor.
- B. Every violation of this Chapter is punishable by imprisonment in the county jail, not exceeding six months, or by fine not exceeding one thousand dollars, or both.

#### Section 17: DELINQUENT FEES

The following shall apply to any delinquent fee due.

- A. A penalty of ten percent (10%) shall be added to any delinquent fines on the last day of each month more than 15 days after the due date.
- B. In addition to penalties, delinquent fees will accrue interest of one percent (1%) per month, from the due date.

#### Section 18: SEVERABILITY

If any Ordinance, article, subsection or subdivision thereof, provision, sentence, clause or phrase of this code, or any application thereof, is for any reason held to be invalid by a court of

competent jurisdiction, such decision shall not affect the remaining provisions of this code, which can be given effect without the invalid portions and, therefore, such invalid portions are declared to be severable. The District hereby declares that it would have enacted this Ordinance and each of its articles, sections, subsections, or subdivisions thereof, provisions, sentences, clauses or phrases irrespective of the fact that one or more of them is declared invalid.

#### Section 19: EFFECTIVE DATE AND PUBLICATION

This Ordinance shall take effect thirty (30) days after its adoption. The Cameron Park Board Secretary is directed to publish this Ordinance as adopted in a newspaper of general circulation in the District. In lieu of publication of the full text of the Ordinance within fifteen (15) days after its passage, a summary of the Ordinance may be published at least five (5) days prior to and fifteen (15) days after adoption by the District Board and a certified copy shall be posted in the office of the District, and Cameron Park Fire Department Office, pursuant to Government Code Sections 25120 through 25132.

PASSED AND ADOPTED by the Board of Directors of the Cameron Park Community Services District at a regularly scheduled meeting on the 15<sup>th</sup> day of March, 2023 by the following vote of said Board:

AYES:

NOES:

ABSENT

---

Director Sidney Bazett, Board President

---

André Pichly, General Manager

# Attachment 12b

**Resolution No. 2023-09**  
**THE BOARD OF DIRECTORS**  
**OF THE CAMERON PARK COMMUNITY SERVICES DISTRICT**  
**EXERCISES ITS STATUORY AUTHORITY TO ADOPT STATE MANADATED**  
**FIRE CODE REVISIONS**  
**March 15, 2023**

*WHEREAS*, the current 2020.3.18 Weed and Rubbish Abetment Ordinance contains defensible space zones for improved parcels; **and**

*WHEREAS*, at the time the ordinance was adopted, the defensible space zones mirrored CA Public Resource Code (PRC) 4291 requirements; **and**

*WHEREAS*, the zones were purposefully mirrored to ensure consistency for improved parcel inspections in the State Responsibility (SRA) and Local Responsibility (LRA) areas; **and**

*WHEREAS*, the CA PRC 4291 will be adding a fourth zone (zone zero); **and**

*WHEREAS*, amending the current 2020.3.18 Weed and Rubbish Abatement ordinance to reference CA PRC 4291 requirements, instead of citing them directly in the ordinance, will amend the 2020.3.18 Weed and Rubbish Abatement Ordinance to have the same zone requirements and will not need to be amended if there are future zone requirement changes.

*NOW THEREFORE*, the Board of Directors of the Cameron Park Community Services District resolves as follows:

1. The District hereby resolves to amend Ordinance No. 2020.3.18 to reference CA PRC 4291 requirements. The Ordinance shall supersede any prior Weed & Rubbish Abatement ordinance within the District.

*PASSED AND ADOPTED* by the Board of Directors of the Cameron Park Community Services District at a meeting on the 15<sup>th</sup> day of March 2023, by the following vote of said Board:

AYES:

# Attachment 12b

NOES:

ABSENT:

ATTEST:

---

Director Sidney Bazett, President  
Board of Directors

---

André Pichly, General Manager  
Secretary to the Board





## Cameron Park Fire Department Staffing Considerations

1

## Terminology

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

2



## Terminology

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

3

## National Fire Protection Association (NFPA)

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

4



## El Dorado County Fire Departments Daily Staffing

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

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## CAL FIRE Staffing

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

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## Cameron Park Staffing

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

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## Cameron Park Staffing

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

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## Ambulance Staffing



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

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## Engine Staffing Costs for the last 5 years



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

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## Ambulance Staffing Cost last 5 years



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


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## Future Engine Staffing Option Costs



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


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### Future Ambulance Staffing Costs

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

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THANK YOU

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## Agenda Transmittal

**DATE:** March 15, 2023

**FROM:** André Pichly, General Manager  
Dusty Martin, Fire Chief  
Christina Greek, Finance Officer

**AGENDA ITEM #14:** FIRE MASTER PLAN RFP AND PSA RECOMMENDATION

**RECOMMENDED ACTION:** DIRECT STAFF ISSUE A REQUEST FOR PROPOSAL PACKAGE AND SOLICIT PROPOSALS FROM QUALIFIED CONSULTING FIRMS FOR A COMPREHENSIVE FIRE MASTER PLAN STUDY

### Introduction

The District has a Fire Master Plan that covered a 5-year period from 2015-2020 (see Attachment 14c). At the September 6, 2022, Fire & Emergency Services committee meeting, the General Manager and Fire Chief were asked to research consultants that develop Fire Master Plans. The Committee requested that staff request estimates for two options. Option 1 would be a full Fire Master Plan. Option 2 would be a plan that would have a limited scope of only staffing and facilities. The GM and Fire Chief returned to the February 9, 2023, Fire & Emergency Services Committee with the results of their research.

### Discussion

The Fire Chief and General Manager made inquiries about companies that provide master planning services. A total of 5 consulting companies were contacted. Two of the companies declined to submit a cost estimate as they indicated they cannot take on anymore work at this time (one included the consultant who worked on the CSD's most recent fire master plan). Of the responses received, the General Manager and Fire Chief reviewed the 3 responses that included a potential scope of work and cost estimate. While the District has yet to issue an RFP for a Fire Master Plan, staff believes the initial research conducted demonstrates that qualified companies that can develop a Fire

Master Plan for the District are available and interested in taking on a project like this. An RFP could be issued within 7 days of approval from the Board of Directors.

### **Fiscal Impact**

Cost estimate is between \$35,000 and \$66,000 for a full Fire Master Plan. Staff recommends a minimum budget of \$70,000. The Finance Officer recommends that the Board direct staff to apply the cost Fund 07. Staff would then submit the invoices to the El Dorado County for reimbursement from the Fire Impact fees and, if reimbursable, the money will be put back into Fund 07. Fund 07 currently has a balance of \$246,463.00. Fire Impact Fees have a balance of \$1,061,049.00 as of February 28, 2023.

### **Recommendation**

Staff recommends that the Board of Directors direct Staff to issue an RFP for a consulting firm to produce a comprehensive Fire Master Plan, and then return to the Board of Directors with a recommendation of a consulting firm with whom the District could contract for services.

### **Attachment (one via Hyperlink):**

- 14a – Request for Proposals for Consulting Firm to produce a Fire Master Plan
- 14b – Professional Services Agreement for Consulting Firm to produce a Fire Master Plan
- 14c – [Fire Master Plan 2015-2020](#)

# Attachment 14a



CAMERON PARK COMMUNITY SERVICES DISTRICT

REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES

## **Fire Master Plan**

DATE ISSUED: Monday, March 20, 2023

DATE DUE: Friday, April 7, 2023, 4PM

CONTACT: André Pichly, General Manager

[apichly@cameronpark.org](mailto:apichly@cameronpark.org)

(530) 350-4651

ALL RESPONSES MUST BE MAILED OR HAND-DELIVERED TO:

CAMERON PARK COMMUNITY SERVICES DISTRICT

ATTENTION: ANDRÉ PICHLY

2502 COUNTRY CLUB DRIVE

CAMERON PARK, CA 95682

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## II. INTRODUCTION

Cameron Park, California, is a small community located in the foothills of El Dorado County, 30 miles east of Sacramento along the Highway 50 corridor between El Dorado Hills and Shingle Springs.

While the area has a rich history that includes Native American peoples of Nisenan, or Southern Maidu Indians, as well as activity in the area during the days of the Gold Rush. For many decades the area was used for ranching, and then in the 1950s for development purposes, which involved housing, a golf course, parks, a lake, and a small airport.

The Cameron Park Community Services District (CPCSD) administers fire and emergency services, parks & facility reservations, recreation, CC&R's (covenants, conditions, and restrictions), architecture review, waste collection and recycling, and lighting and landscaping. The CPCSD operates two fire stations, ten parks, 20 lighting & landscape districts and a community center with pool.

The overall population of Cameron Park is 19,171 (2020 US Census) and the CPCSD itself encompasses an area of 8.3 square miles. The CPCSD's General Fund Budget is approximately \$7 million.

- a. **Environment Overview:** The CPCSD has a collaborative partnership with CALFIRE which provides fire and emergency personnel that staff two fire stations. The fire department is managed by a Unit Chief, Assistant Chief and two Battalion Chiefs, one of which also serves as the District's Fire Marshall.

The larger facility is Station 89 and measures 8,000 square feet. It consists of three pull through apparatus bays, living quarters, maintenance bay, and four offices. This facility also has a Training Tower that was built in 2020. Station 88 is a smaller facility and measures 2,376 square feet. It consists of two apparatus bays and a living quarters.

All facilities, apparatus, and equipment are owned by the CPCSD.

## III. SOLICITATION

The Cameron Park Community Services District (CPCSD) is requesting proposals from experienced firms to develop a comprehensive Fire Master Plan that would help the CPCSD chart the course for fire protection and emergency services for the next 10-15 years.

## IV. SCOPE OF WORK

The services of this solicitation require a Fire Master Plan for the CPCSD. The Contractor shall develop a Fire Master Plan for CPCSD that details the current state of the Cameron Park Fire Department and sets forth recommendations based on sound assessment which shall reference all relevant best practices, standards, regulations, codes, and/or laws as outlined in the Technical Specifications subsection below.

Proposals must define their approach and describe how they will minimize the impact on staff time. Anticipated Phases the CPCSD anticipates the selected Contractor will consider the following phases of this project:

- Project Initiation - This phase should include the development of the project work plan based on conversation with the CPCSD's identified project team. This phase should be used to gain a comprehensive understanding of the CPCSD including background goals, and expectations for this project. Additionally, this phase should include acquisition and review of background information, and stakeholder input from key personnel both internal and external to the Cameron Park Fire Department.
- Evaluation of Current Conditions:
  - Organizational Overview
  - Management
  - Staffing
  - Facilities
  - Capital Assets and Capital Improvement Programs
  - Communications and Technology
  - Service Delivery and Performance
  - Support Programs
  - Future System Demand Projections and Community Risk Analysis
  - Future Delivery System Models
  - Apparatus and training tower rental program
  - Revenue strategies for apparatus and training tower rentals
- Technical Specifications: In addition to accounting for Federal, State and local laws and regulations, the Respondent must take into account State and local protocols and directives, as well as the following:
  - National Fire Protection Association (NFPA) Standards and Codes
  - Insurance Services Office (ISO) standards
  - The Center for Public Safety Excellence (CPSE) Accreditation Standards
  - The Department of Homeland Security and Federal Emergency Management Agency (DHS/FEMA) recommendations, standards, and typing
  - The Emergency Management Accreditation Program (EMAP) standards
  - International Association of Emergency Managers (IAEM) principles
  - The National Emergency Management Association (NEMA) principles
  - The International Academies of Emergency Dispatch (IAED) standards. If the work is not detailed in the previously mentioned standards, alternate documented best practices or methodology will be considered and full submittals shall be provided for approval to the District before commencement of any work. If the Respondent does not indicate that the services they propose to provide are other than specified it will be construed to mean that the Respondent will perform the exact services described.
- Development, Review and Delivery of the Fire Master Plan: The selected Contractor shall develop and produce an electronic version of the draft Fire Master Plan for review by the CPCSD and its representatives. Once revisions of the draft Fire Master Plan have been completed, the Contractor will produce 5 publication-quality bound, final versions of the Fire Master Plan, along with an electronic copy in PDF file format. A formal presentation of the Fire Master Plan will be made by the Contractor to staff, elected officials, and/or the general public. A copy of these presentation materials will be made available to the CPCSD for future use.

**V. SCHEDULE**

Responses to the RFP must be submitted to the CPCSD as outlined in this section.

Responses are due no later than  
**Friday, April 7, 2023 AT 4:00 PM**  
Responses received after this date and time will not be considered.

**PROPOSED SCHEDULE FOR THE REVIEW AND SELECTION PROCESS  
AND DESIRED TIMELINES FOR DELIVERABLES**

MILESTONE	DATE	TIME
Release RFP	March 20, 2023	11:00AM
Environment Review no later than March 30, 2023	By appointment	
Question submittal deadline	March 30, 2023	4:00PM
Questions and answers emailed to all submitting	March 31, 2023	5:00PM
Proposal due date	April 7, 2023	4:00PM
Review and scoring of submittals	April 11, 2023	11:00AM
Interviews w/finalists	TBD	TBD
Award of contract	April 19, 2023	6:30PM

The schedule may be modified and/or extended if necessary. Any changes will be highlighted.

**VI. PROPOSAL REQUIREMENTS AND FORMAT**

If interested in this RFP, please notify André Pichly by email at [apichly@cameronpark.org](mailto:apichly@cameronpark.org) so you may be added to the notification list for addendums. Failure to notify Mr. Pichly could result in missing important and required information and could result in disqualification.

All submittals must follow the format described in this section. Respondents are encouraged to submit clear and concise responses to the RFP. The CPCSD reserves the right to include or exclude any part of the submittals in the final agreement with the selected Contractor.

All submittals must include three (3) hard copies.

To be considered for selection, submittals must arrive at the location shown below by the date and time specified in Section IV. Proposers who mail packages should allow ample delivery time to ensure timely arrival.

Submittals shall be placed in a clearly marked envelope, titled Information Fire Master Plan and hand-delivered or mailed to:

Cameron Park CSD  
Attention: André Pichly

2502 Country Club Drive  
Cameron Park, CA 95682

It is the sole responsibility of the Proposer to ensure timely delivery. Late proposals shall not be considered. Proposals will not be accepted at any other location other than the address specified above. Faxed or emailed proposals will not be accepted.

Submittals must include the following components in the order listed below:

- Part 1: Cover Letter
- Part 2: RFP Response
- Part 3: Proof of Insurance
- Part 4: Reference Review

Total Possible: 100 points

**PART 1 | COVER LETTER**

- Name of Business/Company:
- Business/Company Address:
- Telephone Number(s):
- E-mail Address:
- Website Address:
- Federal Tax ID Number:
- Name, title, telephone number and, if different, address of person(s) authorized to represent business entity:
- Name, title, telephone number and, if different, address of person(s) authorized to sign contracts for the business entity:

**PART 2 | RFP RESPONSE**

- a. Information about the consultant firm(s) including organization type (corporation, LLC, etc.), organizational structure(s), location of principal office(s), years in business, number of employees and other pertinent information.
- b. Key personnel and roles
  - i. Name of the principal point-of-contact in the firm/entity that will have direct and continued responsibility for providing the final document to the CPCSD. This person will be the District staff's first point-of-contact on all matters at the contract administration level dealing with the services offered or assign a point-of-contact and other firm staff as needed for that responsibility.
  - ii. Outline of responsibilities/roles of firm/entity personnel with respect to providing the services requested.
  - iii. Experience/resumes of assigned personnel including certifications.
  - iv. Location of resources assigned to project.
- c. Qualifications of the Firm/Entity(s)
  - i. Three (3) references for similar service agreements with public agencies or private businesses. If different from above service

- agreement list, describe the nature of the agreement as described in item (i) above.
- ii. List of additional Information master planning services provided.

**D. Response to Scope of Work requested and other key issues raised in RFP**

The respondent should address how it will develop the Fire Master Plan requested in the scope of work, including the establishment of the processes and procedures for gathering data, community engagement, and discuss other key issues raised in this RFP or are anticipated while performing the scope of work requested.

**E. Managed Services Agreement**

The CPCSD will enter into an agreement with the selected firm where the tasks are outlined in the Scope of Work.

**F. Cost Proposal – Separate Attachment**

- i. The CPCSD desires a time and materials fee based proposal for the scope of work listed (required). In addition, firms may disclose a fixed fee schedule for specific service offerings provided.
- ii. Include hourly billable rates of all personnel who could be assigned to the project.
- iii. Include any other billable costs (and corresponding unit costs) associated with the proposal (e.g., direct charges such as copying costs, travel, etc.) as applicable.

**.PART 3 | INSURANCE REQUIREMENTS**

Contractor will provide proof of insurance for a minimum of \$1 million in liability coverage listing the Cameron Park Community Services District as the additionally insured, as well as an endorsement.

- 1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage including operations, products and completed operations, as applicable. If Commercial General Liability Insurance or other form with a General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit – \$10,000,000.
- 2. Automobile Liability: \$2,000,000 per accident for bodily injury and property damage.
- 3. Employer's Liability: \$2,000,000 per accident for bodily injury or disease

**PART 7 | REFERENCE REVIEW**

The review team will conduct a background reference review of each respondent. Please include the following information for three (3) organizations for which the proposed contractor has provided IT services:

- Name of the Organization
- Name, title, and contact information for the client
- Contract budget (example: amount not to exceed \$20,000.00)
- Last date of service for that organization

**VII. PROPOSAL TERMS AND CONDITIONS**

**1. EXAMINATION OF PROPOSAL MATERIALS**

The submission of a proposal shall be deemed a representation and warranty by the proponent that it has investigated all aspects of the RFP, that it is aware of the applicable facts pertaining to the RFP process and its procedures and requirements, and that it has read and understands the RFP. No request for modification of the provisions of the proposal shall be considered after its submission on the grounds the proponent was not fully informed as to any fact or condition.

**2. ADDENDA INTERPRETATIONS**

If it becomes necessary to revise any part of this RFP, a written addendum will be provided to each firm that requested to be added to the notification list and said addenda will be uploaded to the CPCSD website. The CPCSD is not bound by any oral representations, clarifications, or changes made in the RFP by the CPCSD or its agents, unless such clarifications or change is provided in written addendum from the CPCSD.

**3. DESIGNATED CONTACT**

For the purposes of this RFP, the CPCSD's designated contact is André Pichly, General Manager. Any questions concerning the scope of work and the selection process shall be directed to André Pichly, [apichly@cameronpark.org](mailto:apichly@cameronpark.org). Any and all questions and responses concerning this RFP will only be accepted in writing, via email. All questions must be received by March 30, 2023 by 4:00PM.

Responses to questions will be emailed to all parties submitting proposals and will become part of the RFP. It is the consultant's responsibility to check their email for updates.

**4. PUBLIC RECORDS**

This RFP document and all submittals in response thereto are public records. Prospective contractors are cautioned not to include any material into the proposal that is strictly proprietary in nature.

**5. PROPOSAL COSTS**

All costs associated with the preparation of RFP submittals shall be borne by the respondent. This RFP does not constitute any form of offer to contract.

**6. RESERVATION OF RIGHTS**

The CPCSD reserves the right, for any reason, to accept or reject any one or more proposals; to negotiate the terms and specifications of the proposal; to modify any part of the RFP; or issue a new RFP.

**7. PRODUCT OWNERSHIP**

Any documents resulting from the contract will be the property of the CPCSD.

**8. PROFESSIONAL SERVICES AGREEMENT**

All Proposers must provide a sample of their Professional Services Agreement that they wish to negotiate. Our insurance requirement must be included in the Professional Services Agreement.

**9. CAUSES FOR DISQUALIFICATION**

Any of the following may be considered cause to disqualify a proponent without further consideration:

- Evidence of collusion among proponents
- Any attempt to improperly influence any member of the evaluation panel

- A proponent's default in any operation of a professional services agreement which resulted in termination of that agreement; and/or
- Existence of any lawsuit, unresolved contractual claim, or dispute between proponent and the CPCSD.

**AGREEMENT FOR PROFESSIONAL SERVICES**

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

RECITALS:

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

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

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

**SECTION 1 – BASIC SERVICES**

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

**SECTION 2 – ADDITIONAL SERVICES**

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

**SECTION 3 – TIME FOR COMPLETION**

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

**SECTION 4 – COMPENSATION AND METHOD OF PAYMENT**

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

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



## Attachment 14b

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

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

### **SECTION 5 – STANDARD OF PERFORMANCE**

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

### **SECTION 6 – INSPECTION AND FINAL ACCEPTANCE**

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

### **SECTION 7 – INSURANCE REQUIRED**

Consulting Firm shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection

## Attachment 14b

with the performance of the work hereunder by the Consulting Firm, its agents, representatives, or employees, as indicated:

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

## Attachment 14b

performed by the Consulting Firm or Consulting Firm's sub-contractor; or automobile owned, leased, hired or borrowed by the Consulting Firm.

2. For any claims related to Consulting Firm's conduct while performing the work of this project, the Consulting Firm's insurance coverage shall be primary insurance as respects the CPCSD, its agents, officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the CPCSD, its agents, officers, officials, employees or volunteers shall be excess of the Consulting Firm's insurance and shall not contribute with it.
  3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the CPCSD.
  4. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subsection (b) of Section 2782 of the Civil Code.
- H. Waiver of Subrogation. Consulting Firm's commercial general liability, automobile liability, workers' compensation, and employer's liability policies shall be endorsed with a waiver of subrogation. The insurance company, in its endorsement, agrees to waive all rights of subrogation against the CPCSD, its agents, officers, officials, employees and volunteers for losses paid under the terms of this policy which arises from the work performed by the named insured for the CPCSD.
- I. The Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the CPCSD.
- J. Verification of Coverage. Consulting Firm shall furnish the CPCSD with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the CPCSD or on forms that conform to CPCSD requirements. All certificates and endorsements are to be received and approved by the CPCSD before work commences or within forty-five (45) days of this Agreement's full execution, whichever is earlier. Failure to do so within the time stated shall constitute a material breach of this Agreement and CPCSD shall have no obligations hereunder, including without limitation payment for any services. The CPCSD reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

### **SECTION 8 – INDEMNIFICATION**

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

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officers, officials, employees and volunteers, or any of them, arising out of such negligent or otherwise wrongful act or omission, and to pay and satisfy any resulting judgments.

B. When Consulting Firm under this Agreement is duly licensed under California Business and Professions Code as an architect, landscape architect, professional engineer, or land surveyor (“design professional”), the provisions of this section regarding Consulting Firm’s duty to defend and indemnify apply only to claims that arise out of or relate to the negligence, recklessness, or willful misconduct of the design professional.

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

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

### **SECTION 9 – INDEPENDENT CONSULTING FIRM/CONTRACTOR STATUS**

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

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

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

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

A. Consulting Firm covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the

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interests of CPCSD or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent, or sub-contractor without the express written consent of the CPCSD Manager. Consulting Firm agrees to at all times avoid conflicts with the interests of CPCSD in the performance of this Agreement.

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

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

### **SECTION 11 – OWNERSHIP OF DOCUMENTS**

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

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

secrets, or other intellectual property rights, all rights of reproduction, all rights to create derivative works, and the right to secure registrations, renewals, reissues, and extensions thereof.

### **SECTION 12 – CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION**

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

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

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

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

### **SECTION 13 – SUSPENSION OF WORK**

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

### **SECTION 14 – COMPLIANCE WITH LAW**

Consulting Firm shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this Agreement. Consulting Firm shall obtain any and all licenses, permits and authorizations

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necessary to perform the services set forth in this Agreement. Neither CPCSD, nor any elected or appointed boards, officers, officials, employees or agents of CPCSD, shall be liable, at law or in equity, as a result of any failure of Consulting Firm to comply with this section.

### **SECTION 15 – COMPLIANCE WITH CIVIL RIGHTS**

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

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

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

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

### **SECTION 16 – RECORDS**

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

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

### **SECTION 17 – COOPERATION BY CPCSD**

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

### **SECTION 18 – NOTICES**

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

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

To Consulting Firm: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

## **SECTION 19 – TERMINATION**

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

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

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

## **SECTION 20 – ATTORNEY FEES**

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

## **SECTION 21 – ENTIRE AGREEMENT**

This Agreement, including the attached Exhibits, is the entire, complete, final and exclusive expression of the parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered into between Consulting Firm and CPCSD prior to the execution of this Agreement. No statements, representations or other



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agreements, whether oral or written, made by any party which are not embodied herein shall be valid and binding unless in writing duly executed by the parties or their authorized representatives.

### **SECTION 22 – SUCCESSORS AND ASSIGNS**

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

### **SECTION 23 – CONTINUITY OF PERSONNEL**

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

### **SECTION 24 – DEFAULT**

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

### **SECTION 25 – WAIVER**

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

### **SECTION 26 – LAW TO GOVERN; VENUE**

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

### **SECTION 27 – SEVERABILITY**

If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this

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Agreement shall not be affected thereby, and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

## SECTION 28 – SPECIAL PROVISIONS

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

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

Consulting Firm:

CPCSD:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: André Pichly  
Title: CPCSD General Manager

Approved as to Form:

By: \_\_\_\_\_  
Name: Jason Epperson  
Title: CPCSD Attorney