



CAMERON PARK COMMUNITY SERVICES DISTRICT

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

AGENDA

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

REGULAR BOARD MEETING

Wednesday, July 19, 2023

6:30 pm

Cameron Park Community Center – Assembly Hall

2502 Country Club Drive, Cameron Park, CA 95682

Board Members

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

AGENDA

CALL TO ORDER

- 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.

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.

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 to be discussed and acted upon individually.

2. **APPROVE** Conformed Agenda – Board of Directors Special Meeting June 13, 2023
3. **APPROVE** Conformed Agenda – Board of Directors Regular Meeting June 21, 2023
4. **APPROVE** Conformed Agenda – Board of Directors Special Meeting June 28, 2023

AGENDA

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.

5. Items removed from the Consent Agenda for discussion
6. **REVIEW, DISCUSS, PROVIDE DIRECTION TO STAFF** Next Steps for Fire and Emergency Services Sustainability
7. **APPROVE RESOLUTION 2023-30** Authorizing the Interim General Manager to execute an extended agreement with Municipal Resources Group for Technical Support and Guidance to General Manager and Board of Directors
8. **APPROVE RESOLUTION 2023-31** Approving a Change for Professional Services Agreement Scope of Services between Cameron Park Community Services District and AP Triton
9. **APPROVE RESOLUTION 2023-32** Approving Cancellation of Advance Life Support Ambulance Agreement between El Dorado County Emergency Services Authority and Cameron Park Community Services District
10. **PUBLIC HEARING - APPROVE RESOLUTION 2023-33** – Approving Lighting and Landscape Districts' Engineer's Report, Confirming Diagram and Assessments, and Directing Auditor-Controller of El Dorado County to Continue and to Collect Assessments for Fiscal Year 2023-24

BOARD INFORMATION ITEMS

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

11. Committee Chair Report-Outs
 - a. Budget & Administration
 - b. Covenants, Conditions & Restrictions (CC&R)
 - c. Fire & Emergency Services
 - d. Parks & Recreation
12. General Matters to/from Board Members and Staff

AGENDA

PUBLIC COMMENT

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

CONVENE TO CLOSED SESSION

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

- Pubic Employment Pursuant to Government Code section 54957 – General Manager Recruitment
-

RECONVENE TO OPEN SESSION AND REPORT OUT OF CLOSED SESSION

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

ADJOURNMENT

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SPECIAL BOARD MEETING

Tuesday, June 13, 2023

6:30 p.m.

Cameron Park Community Center, Assembly Hall

2502 Country Club Drive, Cameron Park

Teleconference Teams Meeting

[https://teams.microsoft.com/l/meetup-](https://teams.microsoft.com/l/meetup-join/19%3ameeting_YzQ0MjMzZmEtZmQwOC00ZDMzLWlwMDctYThjNGQ0NDlwZDFk%40thread.v2/0?context=%7b%22Tid%22%3a%227546519e-2cd5-4e2c-bed5-ac3d46eec8ff%22%2c%22Oid%22%3a%224f4c82c7-da83-408c-81ac-1e0e85add9b4%22%7d)

[join/19%3ameeting_YzQ0MjMzZmEtZmQwOC00ZDMzLWlwMDctYThjNGQ0NDlwZDFk%40thread.v2/0?context=%7b%22Tid%22%3a%227546519e-2cd5-4e2c-bed5-ac3d46eec8ff%22%2c%22Oid%22%3a%224f4c82c7-da83-408c-81ac-1e0e85add9b4%22%7d](https://teams.microsoft.com/l/meetup-join/19%3ameeting_YzQ0MjMzZmEtZmQwOC00ZDMzLWlwMDctYThjNGQ0NDlwZDFk%40thread.v2/0?context=%7b%22Tid%22%3a%227546519e-2cd5-4e2c-bed5-ac3d46eec8ff%22%2c%22Oid%22%3a%224f4c82c7-da83-408c-81ac-1e0e85add9b4%22%7d)

Board Members

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

AGENDA

CALL TO ORDER 6:33

1. Roll Call *SB/MS/EA/TI/DW*
 2. Pledge of Allegiance
-

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ADOPTION OF THE AGENDA

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

3. Adopt the Agenda

- *Motion to Adopt the Agenda*

*EA/TI – Motion Passed
Ayes – SB/MS/DW/EA/TI
Noes – None
Absent - None
Abstain – None*

RECOGNITIONS AND PRESENTATIONS

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

4. **Presentation – Fire and Emergency Services in Cameron Park**

Mike Blankenheim, Unit Chief, CALFIRE

and

Don Ashton, Consultant, Municipal Resource Group

- *Mike Blankenheim provided slide show outlining CALFIRE Fire Protection Service Agreement, and Don Ashton summarized his report regarding fire and emergency services in Cameron Park. Board members and meeting attendees asked questions, which were answered by staff, consultant and CALFIRE.*
-

AGENDA

OPEN FORUM FOR NON-AGENDA ITEMS

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

ADJOURNMENT 9:50

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CONFORMED AGENDA

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Third Wednesday of the Month

REGULAR BOARD MEETING

Wednesday, June 21, 2023

6:30 pm

Cameron Park Community Center – Assembly Hall

2502 Country Club Drive, Cameron Park, CA 95682

TELECONFERENCE TEAMS MEETING

[https://teams.microsoft.com/l/meetup-](https://teams.microsoft.com/l/meetup-join/19%3ameeting_ODI5M2JhYzAtODNiYi00NTU0LWlzN2MtMDg3ODA1MGVmZjNk%40thread.v2/0?content=%7b%22Tid%22%3a%227546519e-2cd5-4e2c-bed5-ac3d46eec8ff%22%2c%22Oid%22%3a%22cd95757a-7d61-4242-8a02-987ab1636810%22%7d)

[join/19%3ameeting_ODI5M2JhYzAtODNiYi00NTU0LWlzN2MtMDg3ODA1MGVmZjNk%40thread.v2/0?content=%7b%22Tid%22%3a%227546519e-2cd5-4e2c-bed5-ac3d46eec8ff%22%2c%22Oid%22%3a%22cd95757a-7d61-4242-8a02-987ab1636810%22%7d](https://teams.microsoft.com/l/meetup-join/19%3ameeting_ODI5M2JhYzAtODNiYi00NTU0LWlzN2MtMDg3ODA1MGVmZjNk%40thread.v2/0?content=%7b%22Tid%22%3a%227546519e-2cd5-4e2c-bed5-ac3d46eec8ff%22%2c%22Oid%22%3a%22cd95757a-7d61-4242-8a02-987ab1636810%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 6:32

- A. Roll Call *SB/DW/EA/TI; MS arrived 5 minute late*
- B. Pledge of Allegiance

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ADOPTION OF THE AGENDA

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1. Adopt the Agenda

- *Motion to Adopt the Agenda*

*EA/TI – Motion Passed
Ayes – SB/MS/DW/EA/TI
Noes – None
Absent – None
Abstain – None*

RECOGNITIONS, APPOINTMENTS, AND PRESENTATIONS

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**Senate Certificate of Recognition from
Senator Marie Alvarado-Gil, 4th District, California State Senate
Lauren Hernandez, Office of Senator Alavrado-Gil**

- *Ms. Hernandez from Office of Senator Alavrado-Gil presented the Board with a Certificate of Recognition on the occasion of Special Districts Week 2023.*

OPEN FORUM FOR NON-AGENDA ITEMS

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- *None*

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 to be discussed and acted upon individually.

2. **APPROVE** Conformed Agenda – Board of Directors Regular Meeting May 17, 2023
3. **APPROVE** Conformed Agenda – Board of Directors Special Meeting May 17, 2023
4. **APPROVE RESOLUTION 2023-23** Authorizing Receipt of Alta California Regional Center Grant “Project High Five” in the amount of \$99,995.00, Approving Professional Services Agreement with Moore Recreation Therapy & Consulting, and directing staff to add Revenues and Expenditures to the Fiscal Year 2023-2024 Final Budget (K. Vickers)
5. **APPROVE RESOLUTION 2023-24** – Authorizing Receipt of American Rescue Plan Act grant in the amount of \$45,454 and directing staff to add revenues and expenditures to the Fiscal Year 2023-2024 Budget (D. Martin)
6. **APPROVE RESOLUTION 2023-25** – Approving Memorandum of Understanding between Cameron Park Community Services District and El Dorado County Water Agency to participate in a Drainage Assessment for Cameron Park and directing staff to add Revenues and Expenditures to the Fiscal Year 2023-2024 Final Budget (J. Ritzman)
7. **APPROVE RESOLUTION 2023-26** – Approving Agreement between Cameron Park Community Services District and Regional Government Services for General Manager Recruitment Services and directing staff to allocate \$15,000 in the FY2023-2024 Final Budget (J. Ritzman)

- *Motion to adopt the Consent Agenda with the following corrections and notation:*
 - o *Correction to #2 for meeting start time at 6pm*
 - o *Pull Items #6*
 - o *Noted in record that DW is abstaining from voting on #4*

TI/EA– Motion Passed

Ayes – SB/MS/DW/EA/TI

Noes – None

Absent – None

Abstain – DW Item #4 only

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.

8. **APPROVE RESOLUTION 2023-22** – Approving an Agreement between Cameron Park Community Services District and CALFIRE for Fire and Emergency Services (J. Ritzman)

- *Motion to approve Agreement between Cameron Park Community Services District and CALFIRE*

*MS/DW– Motion Passed
Ayes – SB/MS/DW/EA/TI
Noes – None
Absent – None
Abstain – None*

Meeting recessed for 12 minutes.

9. **PUBLIC HEARING – APPROVE Resolution 2023-28** Fiscal Year 2023-2024 Preliminary Budget (J. Ritzman)

- *Motion to approve Fiscal Year 2023-2024 Preliminary Budget*

*MS/EA– Motion Passed
Ayes – SB/MS/DW/EA/TI
Noes – None
Absent – None
Abstain – None*

10. **PUBLIC HEARING - APPROVE RESOLUTION 2023-27** Establishing Appropriations Limit for Fiscal Year 2023-2024 (C. Greek)

- *Motion to approve Appropriations Limit for Fiscal year 2023-2024 General Fund 01 and CCR Fund 02*

*EA/TI– Motion Passed
Ayes – SB/MS/DW/EA/TI
Noes – None
Absent – None
Abstain – None*

AGENDA

11. **APPROVE Resolution 2023-29** Declaring the Intention to Continue Assessments for the Fiscal Year 2023-2024, Preliminarily Approving Engineer’s Report, and Providing for Notice of Public Hearing for the Landscaping and Lighting Districts (C. Greek & M. Grassle)

- *Motion to approve Declaring the Intention to Continue Assessments for the Fiscal Year 2023-2024, Preliminarily Approving Engineer’s Report, and Providing for Notice of Public Hearing for the Landscaping and Lighting Districts on July 19, 2023*

TI/EA– Motion Passed

Ayes – SB/MS/DW/EA/TI

Noes – None

Absent – None

Abstain – None

12. **PUBLIC HEARING** –Second Reading of Amendment to Ordinance 2001-01, Section 5 - Conduct in the Park (M. Grassle)

- *Motion to approve continue Public Hearing of Amendment to Ordinance 2001-01, Section 5 to September 20, 2023*

EA/DW– Motion Passed

Ayes – SB/MS/DW/EA

Noes – TI

Absent – None

Abstain – None

13. Items removed from the Consent Agenda for discussion.

- *Item #6 Agreement between Cameron Park Community Services District and El Dorado County Water Agency for to participate in a Cameron Park Drainage Study.*
- *Motion to Approve Agreement*

MS/SB – Motion Passed

Ayes – SB/MS/DW

Noes – TI/EA

Absent – None

Abstain – None

BOARD INFORMATION ITEMS

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

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

 15. General Matters to/from Board Members and Staff
-

ADJOURNMENT 9:47

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CONFORMED AGENDA

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Third Wednesday of the Month

SPECIAL BOARD MEETING
Wednesday, June 28, 2023
6:30 p.m.

Cameron Park Community Center
Social Room
2502 Country Club Drive, Cameron Park

The Board will convene into Closed Session shortly after the adoption of the Agenda.

Board Members

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

CALL TO ORDER 6:30

1. Roll Call *SB/MS/TI/DW absent EA*
 2. Pledge of Allegiance
-

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ADOPTION OF THE AGENDA

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3. Adopt the Agenda
 - *Motion to Adopt the Agenda*

DW/MS – Motion Passed

Ayes – SB/MS/DW/TI

Noes – None

Absent – EA

Abstain – None

OPEN FORUM FOR NON-AGENDA ITEMS

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PUBLIC COMMENT

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CONVENE TO CLOSED SESSION

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

- Pubic Employment Pursuant to Government Code section 54957 – General Manager Recruitment
 - *The Board discussed in closed session the items agendized for closed session discussion and direction was given to staff.*
-

AGENDA

ADJOURNMENT 7:50

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AGENDA

ADJOURNMENT

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Agenda Transmittal

DATE: July 19, 2023

FROM: Jill Ritzman, Interim General Manager

AGENDA ITEM #6: Board of Directors to discuss next steps relative to fire services, consider approval of staff's recommendations and provide additional direction to staff as determined by the Board.

RECOMMENDED ACTION:

- 1) Direct staff, working with CalFire and the El Dorado County Emergency Services Authority (JPA) to take appropriate actions to ensure all ambulance services in the District are cost neutral for Fiscal Year 2023/24, and if this cannot be accomplished, to terminate the agreement with the JPA; and
- 2) Support the Board President's continuance of the Fire Services Ad Hoc Committee, comprised of Directors Aiston and Scobey, to serve as an advisory committee for the purpose of annexation discussions; and
- 3) Authorize staff to begin 2x2 discussions with the Fire Services Ad Hoc Committee and interested fire districts, as well as participate in community forums to educate residents on the financial challenges facing fire services and Cameron Park Community Services District; and
- 4) Direct the Fire Services Ad Hoc Committee and staff to provide updates on the progress to the full Board at each regular meeting.

Introduction

On June 21, 2023, the Board of Directors approved a contract with CalFire to continue providing fire protection and ambulance transport services through June 30, 2025.

In addition, the Board of Directors requested that staff move forward as expeditiously as possible to identify a sustainable solution for fire protection services. Options include contracting with another agency, annexation within another local fire district and a property tax assessment in order to provide sufficient revenue. It is likely that in order to maintain current service delivery model, a property tax assessment will need to

be considered by the voters to determine what levels of service they would like to receive.

Recommendation #1: Ambulance Services

Based on information provided by CalFire, it is estimated that the ambulance assigned to Cameron Park and staffed by CalFire employees will cost the CSD approximately \$194,000 in Fiscal Year 2023/24. It should be noted that ambulance services are not a responsibility of the CSD but is the responsibility of El Dorado County. Therefore, the CSD should not be responsible for incurring costs for this service and full cost reimbursement should be provided by the JPA and/or the ambulance should be staffed differently in order to reduce costs.

Recommendations #2 and #3: Annexation, Property Assessment

The Executive Officer of the Local Agency Formation Commission (LAFCO) estimates that the annexation process takes approximately 12 – 18 months from the time the CSD approves a resolution of intent to annex. The following are specific issues that will need to be considered during annexation discussions:

- Assuming there is interest from multiple fire districts to annex, what fire district will best serve the residents of Cameron Park?
- How much property tax revenue will be allocated to the new fire district, recognizing the CSD needs to retain a portion of the property tax revenue for other services, facilities and programs?
- If annexation is successful, how will Cameron Park residents be represented by the new Fire District Board of Directors?
- What assistance, if any, will other districts and/or the County provide in funding the annexation process?

Proposed Timeline:

July 20, 2023: Staff reach out to El Dorado Hills Fire, County Fire and Rescue Fire to determine if they are interested in annexation discussions with Cameron Park.

Aug. 1- 4, 2023: Separate 2x2 meetings with Cameron Park and fire districts interested in annexation.

Begin analysis of tax-assessment amount to cover personnel, building and equipment needs, either through staff or through a consulting contract.

- Aug. 16, 2023: Regular Board of Directors meeting. LAFCO Presentation on annexation process Cameron Park Board of Directors.
- Aug. 17 – 31, 2023: Community meetings with interested stakeholders (e.g, Shingle Springs/Cameron Park Chamber, Concerned Citizens of Cameron Park, Cameron Park Country Club). Follow-up 2x2 meetings with fire districts interested in annexation.
- Sept. 4 – 8, 2023: Third 2x2 meeting, if necessary, with fire districts interested in annexation in order to make a determination of which district to continue annexation discussions.
- Sept. 20, 2023: Regular Board of Directors Meeting. Notice of Intent to annex for consideration by Board of Directors. Approval by Board to formally begin annexation process and feasibility study.
- Sept. 21, 2023 - March 30, 2024: Annexation discussion, property tax negotiations, tax assessment analysis, and community meetings as necessary.
- Jan. 30, 2024: Make determination and notify CalFire if sufficient funding is available to keep Station 88 open for FY 2024/25.
- March 30, 2024: Make determination if annexation is feasible and should move forward, and if not, begin contract negotiations with CalFire to enter into multi-year contract beyond June 30, 2025.
- Make determination if the Board desires to place a tax assessment ballot measure on the November 2024 ballot, and if so, direct staff to prepare resolutions and ballot language for approval.
- June 2025: Complete annexation process and if not completed enter into contract with selected fire agency to provide fire protection services beginning July 1, 2025, and until annexation process is complete.
- June 30, 2025: Expiration of contract with CalFire

Costs: There is no cost associated with this recommendation. However, the Board of Directors should keep in mind that in addition to staff time, the annexation process will cost approximately \$30,000.

Next Steps

If this recommendation is approved, the Board should authorize staff to immediately move forward as outlined in the proposed timeline, and direct staff to update the Board if adjustments to the timeline are necessary.



Agenda Transmittal

DATE: July 19, 2023

FROM: Jill Ritzman, Interim General Manager

AGENDA ITEM #7: Agreement between Cameron Park Community Services District and Municipal Resources Group to provide technical support and guidance to the General Manager and Board of Directors.

RECOMMENDED ACTION: Approve Resolution 2023-30 Authorizing the Interim General Manager to execute an agreement with Municipal Resources Group.

Recommendation

Authorize the Interim General Manager to execute an agreement between the Cameron Park Community Services District and Municipal Resources Group to provide technical support, coaching and guidance to the General Manager and the Board of Directors at a total cost of \$45,000 for 180 hours of billable work through June 30, 2024. This is a not-to-exceed agreement.

Introduction

On May 23, 2023, the General Manager approved a work order with Municipal Resources Group to utilize the services of Don Ashton, Consultant and Independent Contractor, to provide technical support and assist in the negotiation of a contract with CalFire as well as provide recommendations relative to the long-term solutions for fire and ambulance services in Cameron Park. The work order identified a maximum of 60 hours and a total maximum cost of \$15,000.

On June 21, 2023, the Board of Directors approved a two-year agreement from July 1, 2023 through June 30, 2025, with CalFire to continue staffing Fire Stations 88 and 89. In addition, the Board of Directors directed staff to move forward as expeditiously as possible in exploring long-term, sustainable solutions for fire and ambulance services, including options such as issuing a Request for Proposal to contract with another fire protection agency, annexation with a local fire district, as well as a potential tax assessment.

At this time staffing resources in the District are limited and in order to accomplish these tasks as efficiently as possible, someone with knowledge of El Dorado County's fire and ambulance system and who can adequately represent the interests of the District, is needed. Mr. Ashton has that background and is well respected by fire service providers in El Dorado County, including CalFire, El Dorado County Fire and El Dorado Hills Fire. Mr. Ashton also has a strong working relationship with the Executive Director of LAFCO which could help facilitate annexation discussions.

In addition, considering the District is in the process of recruiting for a new permanent General Manager, and the Interim General Manager has a limited number of hours, Mr. Ashton will be able to provide continuity in these critical, time sensitive efforts which will allow the new General Manager time to focus on the day to day operational matters facing the District. Mr. Ashton will also be able to provide coaching and guidance to the new General Manager as he/she transitions into this new role. In the event additional hours are needed within the term of the agreement, staff will return to the Board of Directors for approval.

Summary of Agreement

Costs: Not to Exceed \$45,000

Service levels: Provide technical support and guidance to the District identifying long-term, sustainable fire and ambulance services as well as executive level coaching and guidance to the new permanent General Manager upon their appointment.

July 19th – December 31st, 2023: Approximately 80 hours assisting the CSD in annexation discussions with LAFCO, County Fire, El Dorado Hills Fire and Rescue Fire, and provide a recommendation on moving forward. Includes attending meetings with CSD Board members and Board members with the fire districts and assisting with public education. Executive level coaching to the new General Manager as needed.

January 1st – June 30, 2024: Approximately 80 hours providing coaching and guidance to the new General

Manager. Assisting with property tax negotiations relative to annexation and analysis of a property tax assessment.

Term: July 19, 2023 through June 30, 2024, with option for two six-month extensions.

Termination Clauses: The District is under no obligation to utilize the services of Mr. Ashton and can terminate the services whenever desired for convenience.

Next Steps

Upon approval, Mr. Ashton will immediately begin providing assistance to the Interim General Manager by providing guidance and support relative to the annexation and RFP process and property assessment discussions, including likely attending 2x2 meetings with local fire districts beginning the first week of August 2023.

Attachment:
7A Resolution 2023-30

RESOLUTION No. 2023-30
OF THE BOARD OF DIRECTORS
OF THE CAMERON PARK COMMUNITY SERVICES DISTRICT
July 19, 2023

**RESOLUTION TO AUTHORIZE GENERAL MANAGER TO EXECUTE A
PROFESSIONAL SERVICES AGREEMENT WITH MUNICIPAL SERVICES GROUP
TO PROVIDE TECHNICAL SUPPORT AND GUIDANCE TO THE GENERAL
MANAGER AND BOARD OF DIRECTORS.**

WHEREAS, the Cameron Park Community Services District (District) is exploring options for sustainable fire and emergency services for Cameron Park; and

WHEREAS, Options for sustainability include request for proposals, annexations and property tax assessments; and

WHEREAS, Don Ashton has knowledge and expertise with El Dorado County's fire and ambulance system and can adequately represent the interests of the District in discussions with other fire agencies; and

WHEREAS, Mr. Ashton has a strong working relationship with the Executive Director of LAFCO to help facilitate annexation discussions.

NOW, THEREFORE, BE IT RESOLVED, the Board of Directors

- Authorize the General Manager to execute a Professional Services/ Independent Contractor Agreement between District and Municipal Services Group with a scope of services as outlined in the Board report for Mr. Ashton's consulting services.
- Allocate \$45,000 in the Fiscal Year 2023-2024 Final Budget.

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

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

Sidney Bazett, President
Board of Directors

Jill Ritzman, Interim General Manager
Secretary to the Board



Agenda Transmittal

DATE: July 19, 2023

FROM: Jill Ritzman, Interim General Manager

AGENDA ITEM #8: **Agreement between AP Triton and Cameron Park Community Services District - Change Agreement's Scope of Services**

RECOMMENDED ACTION: Approve Resolution 2023-31 Authorizing Interim General Manger to Revise the Scope of Services in the AP Triton Agreement, and Enter into a New Agreement

Background

On April 19, 2023, the Board of Supervisors approved Resolution 2023-14 to enter into a Professional Services Agreement with AP Triton to develop a comprehensive 10-15 year Master Plan for the Cameron Park Fire Department. The Agreement cost is \$40,801 to be funded by Fund 07; plus a clause for Additional Services up to \$15,000 as authorized by the General Manager. Total Agreement costs \$55,801.

Since April 2023, the Board entered into a new two-year agreement with CalFire (instead of the standard 5-year term) and is exploring options to meet their sustainability goal for fire services. One of the options is annexation into another local fire agency. Previous report proposed that these meetings begin in August 2023.

Discussion

AP Triton offers a variety of services to assist local and regional fire agencies with planning, data collection, compliance, legislative advocacy and annexation. Given the Board's current direction, staff is recommending a change in the scope of services from master planning for the Cameron Park Fire Department to supporting annexation discussions with other local fire agencies, specifically El Dorado Hills Fire Department and El Dorado County Fire Protection District. Rescue Fire Protection District can be added to the scope of services for an additional cost.

AP Triton representatives are fire professionals with years of experience in a number of leadership positions in state and local agencies. Their services include financial analysis of the District and interested local fire agencies, and attending the 2x2 meetings

remotely to represent the District along with Mr. Ashton, MRG consultant. Fire Agency Annexation Feasibility Study (Attachment 8b) is a thorough proposal outlining a step-by-step analysis and reporting, the goal to provide groundwork for the Local Area Formation Commission (LAFCO) requirements for annexation.

Staff recommends, agreed upon by AP Triton representative, to take a phased approach with this study. The intent is to have AP Triton support the Board's efforts with annexation discussions by providing financial and service level data, and expert guidance by a fire professional. Work completed to date for the Master Plan is information which will be used in the new scope of work.

Initially, AP Triton will complete Sections 1 through 3 during the annexation 2x2 discussions. After Section 3, there is a Board of Directors "go/no go" decision before commencing Sections 4 and 5 which contain tasks associated with LAFCO requirements. AP Triton will provide a formal report and presentation to the Board of Directors at the end of Section 3 with their findings. Section 1-3 total cost is \$51,156 (within the current contract amount); total cost of Study is \$70,396. The District can cancel the Agreement if the decision is to not proceed with annexation.

Staff will actively seek funding partners to contribute to the Study. If the 2x2 meetings commence in August, it is timely to have AP Triton begin their work to support the annexation discussions.

Attachments

8a. Resolution 2023-31

8b. Professional Services Agreement Scope of Services

RESOLUTION No. 2023-31
OF THE BOARD OF DIRECTORS
OF THE CAMERON PARK COMMUNITY SERVICES DISTRICT
July 19, 2023

**RESOLUTION TO AUTHORIZE GENERAL MANAGER TO EXECUTE A
PROFESSIONAL SERVICES AGREEMENT WITH AP TRITON FOR FIRE AGENCY
ANNEXATION FEASIBILITY STUDY**

WHEREAS, the Cameron Park Community Services District (District) is exploring options for sustainable fire and emergency services for Cameron Park; and

WHEREAS, Options for sustainability include request for proposals, annexations and property tax assessments; and

WHEREAS, AP Triton representatives are fire professionals with years of experience in a number of leadership positions in state and local agencies, who assist local and regional fire agencies with the complexities of annexation studies.

NOW, THEREFORE, BE IT RESOLVED, the Board of Directors

- Authorize the General Manager to execute a Professional Services Agreement between the District and AP Triton based upon the Proposal to conduct a Fire Agency Annexation Feasibility Study; and
- Allocate \$70,396 in the Fiscal Year 2023-2024 Final Budget for the Study, funded by Fund 07 and/or additional revenue sources; and
- Direct staff to seek opportunities from other agencies to help fund the Study including El Dorado County.

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

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

Sidney Bazett, President
Board of Directors

Jill Ritzman, Interim General Manager
Secretary to the Board



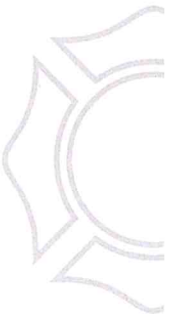
Cameron Park Community Services District

California

Proposal to conduct a

FIRE AGENCY ANNEXATION Feasibility Study

July 2023



AP TRITON
VISION · INNOVATION · SOLUTIONS

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PROJECT UNDERSTANDING & SCOPE OF WORK

The following represents the Scope of Work (SOW) prepared by AP Triton based on our understanding of your organization's request for proposal. The various sections and tasks have been developed specifically for this project. Each task is assigned to specific subject matter experts or to the project team.

PROJECT UNDERSTANDING

AP Triton (Triton) will conduct a comprehensive feasibility analysis to assess the viability of annexing the Cameron Park Fire Department. Our study will thoroughly evaluate the potential annexation of the Cameron Park Fire Department to either the El Dorado Hills Fire Department or the El Dorado County Fire Protection District.

We recognize the significance of complying with El Dorado County's Local Agency Formation Commission (LAFCO) Service and Sphere Review Requirements as specified in CGC sections 56430 and 56425. Our analysis will encompass all the necessary elements to meet these requirements and ensure a comprehensive assessment.

SECTION ONE—PROJECT INITIATION

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

Triton will meet virtually with the management teams of the Cameron Park Community Services District (CPCSD) and the involved fire agencies or their project liaisons to develop a complete understanding of their backgrounds, goals, and expectations for the project. Triton's Project Manager will develop a proposed work plan that identifies project team members, major tasks, resources, methods for evaluating study results, and any potential constraints or issues related to specific tasks. This process aims to establish working relationships, determine communication processes, and identify logistical needs for the project.

Task 1-B: Procurement of Information & Data

Triton will request pertinent information and data from the Cameron Park Fire Department, El Dorado Hills Fire Department, El Dorado County Fire Protection District (collectively referred to as “fire agencies”), and any other agencies as necessary. This information will be critical for the analysis and report development. Triton will also review relevant studies, including past or current emergency service studies, Standards of Cover assessments, LAFCO Spheres of Influence and Municipal Service Reviews, community comprehensive plan documents, census and demographic data, zoning maps and codes, financial data, fire department policies and procedures, service delivery objectives, training and safety programs, facilities and apparatus inventories, collective bargaining agreements, mutual aid agreements, incident data, and geographic information systems (GIS) data where available.

The documents and information relevant to this project will include (from each fire agency, where applicable), but not be limited to, the following:

- Community Comprehensive Plan and current and future land use documents
- El Dorado County census and demographics data
- Most recent ISO Public Protection Classification Summary Report
- Zoning maps and codes
- Fire stations (and other facilities, if applicable), apparatus, and vehicles inventories
- Mutual and/or automatic aid agreements
- Policies and procedures
- Standard Operating Guidelines (SOGs)
- Current and historical budgets
 - Revenue and expenditures, including recurring and non-recurring
 - Cost-recovery fee schedules
- Current and historical records management data, including National Fire Incident Reporting System (NFIRS) incident data
 - Computer-Aided Dispatch (CAD) incident records
- Any other documents and records necessary for the successful completion of the project

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

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

- CPCSD board members and appointed officials
- Fire Chiefs, command staffs, and administrative support personnel
- Representative(s) of the Emergency Communications Center (ECC)
- Select group of firefighters and officers assigned to operations
- Representatives of any employee or volunteer groups
- Members of the business community, citizens, and other special interest groups

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

Optional Task 1-D: Virtual Community Meeting & Survey

Triton will develop an online survey to gather community feedback on fire-rescue delivery and associated services. The survey aims to identify community priorities, concerns, perceived risks, expectations, positive attributes of the fire service, criteria for "good" service, and perspectives on service costs. Triton will also facilitate a virtual community meeting to introduce the survey and provide an overview of the current fire and EMS services. The feedback from the survey will be analyzed by Triton's Director of Project Operations, who will create charts, graphs, and an executive summary of the results. The survey findings will inform Triton's annexation feasibility recommendations.

SECTION TWO—BASELINE AGENCY EVALUATIONS

Using the data and information provided by each agency and other relevant sources, Triton will conduct a comprehensive baseline assessment to evaluate the current conditions and service performance of the agencies. The primary objective of this evaluation is to assess the agencies' operations, comparing them to industry standards and best practices, and establishing a benchmark to measure the options for annexation feasibility.

Task 2-A: Organization and Community Overview

Triton will provide an overview of the service areas' population, demographics, growth projections, community planning-based population information, transient population data, population density, fire agency history and description, current service delivery infrastructure, governance and lines of authority, policy documents, organizational design, operating budget, and financial resources.

Task 2-B: Financial Overview

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

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

Task 2-C: Management Components

Triton will assess the mission, vision, strategic planning, goals, objectives, critical issues, future challenges, internal and external communications processes, document control and security, reporting and recordkeeping, and information technology systems of each agency.

Task 2-D: Capital Facilities & Assets

Triton will evaluate the facilities and apparatus of each fire agency, including design, code compliance, construction, staff facilities, safety, environmental issues, and future viability. Apparatus and vehicles will be reviewed for age, condition, serviceability, distribution, deployment, maintenance, regulations compliance, and future needs.

Task 2-E: Staffing & Personnel Management

Triton will review the staffing levels of each fire agency, considering administration and support staffing, operational staffing, staff allocation, scheduling methodology, standards of cover, staffing performance, firefighter/EMS staff distribution, and overall staffing for incidents.

Task 2-F: Support Programs

Triton will review and discuss the components and functions of communications, emergency medical services, life-safety, fire investigation, public education, training and continuing education, safety, and special operations programs for each agency. Triton will review and evaluate the following support programs:

Life Safety Services & Public Education

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

Communications & Dispatch

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

Hazardous Materials Services Support & Response

Triton will provide an overview of HazMat capabilities with regards to incident responses to include resources, training, and staffing

Specialized Technical Rescue Services Support & Response

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

- Review of physical and personnel resources
- Review of training and educational compliance

- Review of historical staffing performance in regard to technical rescue responses. This will include:
 - High-angle/low-angle rope rescue
 - Trench rescue
 - Confined space
 - Water rescue

Training & Continuing Education

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

Emergency Medical Services

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

Task 2-G: Service Delivery & Performance—Resource Deployment

Triton will utilize GIS analysis to model consolidated service levels and project the performance of the districts when operating as one. This analysis will include, but not necessarily be limited to:

- **Service Demand**
 - Analysis and Geographical Information Systems (GIS) display of current service demand (unit workload) by incident type
 - Analysis and GIS display of current service demand by temporal variation (calls by hour, day, and month)
 - GIS display of historical incident density locations
 - Projected service demand due to growth
- **Resource Distribution**
 - Overview of current fire station deployment strategies, analyzed through GIS software as appropriate, with identification of service gaps and redundancies (fire station location analysis)
 - Analysis of company and staff distribution as related to effective response force (ERF) assembly
 - Overview of current apparatus deployment strategies, analyzed through GIS software as appropriate, with identification of service gaps and redundancies

- **Response Reliability**
 - Analysis of current workload, including unit hour utilization (UHU) of individual companies (to the extent data is complete)
 - Analysis of call concurrency and the impact on fire and EMS system effectiveness
- **Response Performance Analysis**
 - Analysis of actual apparatus turnout time performance analyzed by individual components (to the extent data is available)
 - Analysis of other components in the response time continuum, including call processing times
 - Analysis of response time to achieve full effective response force
- **Impact of mutual and/or automatic aid**

Task 2-H: Population Growth & Service Demand Projections

Triton will provide an analysis and interpretation of available census and community development data, focusing on population growth and its impact on service demand. The following elements will be covered:

- Population Analysis:
 - Examination of population history based on available data.
 - Interpretation of census-based population growth projections.
 - Assessment of community planning-based population growth projections.
- Service Demand Projections:
 - Utilization of population growth projections, along with historical and forecast incident rates, to develop projections for future service demand.
 - Assessment of how the changing population will impact the demand for fire and emergency services.

By analyzing and interpreting relevant data, Triton will generate insights into population trends and their implications for future service demand. This information will contribute to a comprehensive understanding of the potential changes and challenges that the fire departments may face in terms of meeting the needs of a growing population.

SECTION THREE—OPPORTUNITIES FOR ANNEXATION

Triton will leverage the findings from the completed baseline assessments of each agency to thoroughly evaluate the opportunities and feasibility of annexation. The Project Team will identify areas of duplication that can be minimized through annexation efforts, as well as potential service improvements that can be realized. It is worth noting that past experiences have demonstrated that these factors often play a significant role in public fire service consolidation endeavors.

The following areas will be covered in this section of the report, providing agency leaders and elected officials with the crucial information needed to make informed decisions concerning emergency services consolidation and/or annexation.

Task 3-A: Identification of Areas of Duplication and Service Improvements

Triton will conduct a detailed analysis of the baseline assessments to identify any instances of service duplication among the fire agencies. This task includes the following:

- **Analysis of Baseline Assessment Results:**
 - Review the findings from the baseline assessments of each fire department.
 - Identify areas where there may be duplication of services or overlapping responsibilities.
- **Evaluation of Duplication Reduction Potential:**
 - Assess the feasibility of reducing duplication through the process of annexation.
 - Analyze the potential benefits and challenges of consolidating services to eliminate redundancy.
- **Identification of Service Improvement Opportunities:**
 - Identify opportunities for service improvements that can be achieved through annexation.
 - Explore options for enhancing response capabilities, improving operational efficiency, and optimizing resource allocation.
- **Recommendations for Streamlined Operations:**
 - Provide recommendations on how to streamline operations and eliminate service duplication.
 - Propose strategies to enhance collaboration, coordination, and resource sharing among the fire agencies.

By conducting a thorough analysis and assessment, Triton will help identify areas where duplication can be reduced through annexation efforts and identify opportunities for service improvements. The resulting recommendations will serve as a roadmap for enhancing the effectiveness and efficiency of the fire services through the annexation process.

Task 3-B: Evaluation of Partnering Strategies

Triton will evaluate and discuss a range of partnering strategies, considering various alternatives that will be described and analyzed. These alternatives encompass a spectrum of options, starting from a "do-nothing" approach and progressing towards complete consolidation of the agencies into an existing emergency service provider. The following partnering strategies will be examined and discussed in the feasibility study:

- **Status Quo:**
 - Assess the implications and potential consequences of maintaining the current organizational structure and operational arrangements without any changes.
- **Administrative, Functional, or Operational Collaborations:**
 - Explore opportunities for administrative, functional, or operational collaborations between the agencies.
 - Evaluate the benefits, challenges, and potential outcomes of such collaborations, including enhanced coordination, resource sharing, and operational efficiencies.
- **Legal Unification:**
 - Consider the option of legal unification, including annexation or reorganization options which will include the evaluation of the process for removal of fire powers authorized the CSD.
 - Analyze the benefits, implications, and potential challenges associated with legal unification, including governance structures, financial considerations, and service integration.
- **Annexation into an Existing Emergency Service Provider:**
 - Evaluate the feasibility and benefits of annexing CPFD into an existing emergency service provider.
 - Analyze the potential advantages of annexation, such as improved service delivery, resource optimization, and cost efficiencies.
 - Consider the impact on governance, personnel, facilities, and community engagement.

By assessing these partnering strategies, Triton will provide a comprehensive evaluation of the available alternatives and their respective merits. The analysis will assist stakeholders in making informed decisions regarding the most suitable approach for achieving the desired outcomes of the annexation feasibility study.

Task 3-C: Fiscal Impacts

Triton will conduct a comprehensive fiscal analysis to assess the financial implications of the proposed annexation. The scope of work for this task includes the following:

- Conduct a comprehensive fiscal analysis to assess the financial implications of the proposed annexation.
- Review the budgets, revenues, and expenditures of the fire departments involved to identify potential cost savings, revenue synergies, and long-term financial sustainability.
- Evaluate the funding mechanisms and financial impacts of the proposed annexation on both the annexing and annexed fire departments.
- Develop a projected consolidated budget that takes into account the financial outcomes and potential savings or costs resulting from the annexation.

By conducting a thorough fiscal analysis, Triton will gain insights into the financial state of each agency and its ability to support the proposed consolidation, reorganization, or annexation. The findings and recommendations from this analysis will inform decisions on how to improve the financial resources available for emergency services and ensure the long-term sustainability of the consolidated entity.

Task 3-D: Recommendations for the Annexation Process

Based on the comprehensive analyses conducted in the preceding sections, Triton will provide recommendations for the most viable and effective options for moving forward with the annexation. The scope of work for this task includes the following:

- **Evaluation of Findings:**
 - Synthesize the findings from the baseline assessments, opportunities for annexation, fiscal impacts, transition planning, and other relevant sections.
 - Analyze the data and information gathered to identify key insights and trends.
- **Identification of Preferred Option(s):**
 - Recommend the most viable and effective option(s) for moving forward with the annexation.

- Prioritize the options based on their alignment with the project objectives, community needs, financial sustainability, and operational efficiencies.
- **Justification and Rationale:**
 - Provide a clear justification for the recommended option(s), supported by evidence and analysis.

Triton's recommendations will serve as a valuable resource for decision-makers, enabling them to make informed choices regarding the most viable and effective options for moving forward with the annexation. The recommendations will consider the financial, operational, and community impact, ensuring that the chosen path aligns with the goals and objectives of the annexation feasibility study.

SECTION FOUR—SERVICE REVIEW & SPHERE OF INFLUENCE UPDATE

Triton will provide the required analysis to comply with LAFCO Service and Sphere Review Requirements. This includes the development of report sections specific to LAFCO requirements, guidance on LAFCO law and policy, and the compilation of an MSR and SOI Update format that meets all legal requirements and preferences of El Dorado County LAFCO.

Task 4-A: LAFCO Requirements Development

Triton will collaborate in developing a report outline to ensure compliance with the Local Agency Formation Commission (LAFCO) requirements and meet the needs of the Municipal Service Review (MSR) and Sphere of Influence (SOI) Update sections. The scope of work for this task includes the following:

- **Collaboration on Report Outline:** Triton will develop a comprehensive report outline that addresses the LAFCO requirements. The outline will be structured to align with the specific guidelines and preferences of El Dorado County LAFCO.
- **Drafting of Content:** Based on the developed outline, Triton will draft the content for the MSR and SOI Update sections. The content will be carefully crafted to meet all legal requirements and provide a thorough review of the annexation feasibility study.
- **Comprehensive Review:** Triton will gather all necessary data and information to fulfill the LAFCO requirements and address any specific preferences outlined by El Dorado County LAFCO.
- **Legal Compliance:** Triton will ensure that the drafted content adheres to the legal requirements set forth by LAFCO and preferences of El Dorado County LAFCO.

By collaborating on the report outline development and carefully crafting the content, Triton will ensure that the annexation feasibility study meets the LAFCO requirements and aligns with El Dorado County LAFCO's preferences. The resulting report will provide a comprehensive review that satisfies all legal obligations and supports the decision-making process regarding the proposed annexation.

Task 4-B: Guidance & Input on LAFCO Law & Policy

Triton's LAFCO Subject Matter Expert (SME) will ensure:

- **Expert Guidance on LAFCO Law & Policy:**
 - Expert knowledge and understanding of LAFCO law and policy.
 - Provide guidance to ensure compliance with LAFCO regulations throughout the development of the annexation feasibility study.
- **Assistance in Developing Report Content:**
 - Work closely with the Project Team to develop report content that fulfills the needs of the Municipal Service Review (MSR) and Sphere of Influence (SOI) Update.
 - Ensure that the content aligns with LAFCO law and policy requirements.
- **Review and Feedback:**
 - Provide a thorough review of the applicable sections of the annexation feasibility study.
 - Offer feedback and suggestions to enhance the clarity, accuracy, and compliance with LAFCO law and policy.
- **Incorporation of LAFCO Requirements:**
 - Work collaboratively with the Project Team to ensure that the annexation feasibility study meets the specific needs and requirements of the MSR and SOI Update sections.
 - Incorporate LAFCO law and policy into the report content to address the relevant aspects of the annexation process.

By providing guidance and input on LAFCO law and policy, Triton will assist the Project Team in developing report content that effectively addresses the needs of the MSR and SOI Update. This collaborative effort will ensure that the annexation feasibility study complies with LAFCO regulations and provides the necessary information for decision-making regarding the proposed annexation.

Task 4-C: Development of Report Sections Specific to LAFCO Requirements

Triton will compile the report components into a Municipal Service Review (MSR) and Sphere of Influence (SOI) Update format that meets the needs of the annexation feasibility study. This task includes the following:

- **Comprehensive Compilation of Report Components:**
 - Gather all relevant report components, including findings, analyses, and recommendations from the annexation feasibility study.
 - Compile these components into the MSR and SOI Update format specified by LAFCO requirements.
- **Inclusion of Necessary Components:**
 - Ensure that the draft MSR/SOI section of the report includes all the necessary components as outlined in the scope of work.
 - Address each component with relevant information and analysis.
- **Recommended Determinations:**
 - Provide recommended determinations as per Government Codes §56425 and 56430.
 - Based on the findings and analysis, make recommendations regarding the appropriate course of action and any required updates to the Sphere of Influence for the subject districts.
- **Alignment with LAFCO Guidelines:**
 - Develop the report sections to align with the specific guidelines and preferences of LAFCO.
 - Ensure that the content meets the regulatory requirements and presents the information in a clear and concise manner.

SECTION FIVE—DEVELOPMENT, REVIEW, & DELIVERY OF REPORT

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

Triton will develop and produce an electronic version of the draft written report for technical review by representatives of Cameron Park CSD and the participating fire agencies. This feedback is a very important aspect of this project, and Triton will provide adequate opportunities for review and discussion of the draft report before finalization. The report will include:

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

Task 5-B: Publication of the Final Report

Following a final technical review and approval by Cameron Park CSD and the participating fire agencies, Triton will provide an electronic version (PDF format) of the final report.

Task 5-C: Presentation of the Final Report

Triton will conduct a virtual final presentation of the report to representatives of Cameron Park CSD, the participating fire agencies, and any other individuals or groups as requested. The presentation will include:

- A summary of the report, methods of analysis, primary findings, and recommendations
- An audio-visual presentation of the study with an opportunity for questions and answers
- A review and explanation of charts, graphs, diagrams, and maps, where appropriate

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

ESTIMATED PROJECT TIMELINE & FEE PROPOSAL

Project Completion Timeline

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

Estimated Time to Complete the Project: 6–9 months

Project Fee Proposal

AP Triton, LLC presents the following formal cost proposal for the project outlined in the Scope of Work. The fee is inclusive of expenses:

Project Section	Fees & Expenses
Section 1: Project Initiation	\$17,876
<i>Optional Task 1-D: Virtual Community Meeting & Survey</i>	\$2,740
Section 2: Baseline Agency Evaluations	\$21,960
Section 3: Opportunities for Annexation	\$8,580
Section 4: Service Review & Sphere of Influence Update	\$15,480
Section 5: Development, Review, & Delivery of Report	\$6,500
Proposed Project Fee (will not exceed):	\$73,136
Proposed Project Fee (will not exceed, excluding Optional Task 1-D):	\$70,396

Payment Schedule & Invoicing

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

Cost Quotation Information

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

ABOUT AP TRITON

Contact Information

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



Address: 1309 Coffeen Avenue Suite 3178, Sheridan, WY 82801



Phone: 833.251.5824 (toll free)



E-Mail: info@aptriton.com



Website: www.aptriton.com

About AP Triton

Established in 2014, AP Triton is a leading provider in the public safety industry with a proven track record in fire service, emergency medical services, law enforcement, fire prevention, and life-safety programs. Our extensive experience spans a wide range of disciplines, enabling us to offer comprehensive solutions tailored to the unique needs of our clients.

Our team of consultants brings a wealth of expertise and has successfully executed numerous projects, including Master Plans, Strategic Plans, Emergency Operations Plans, Community Risk Assessments/Standards of Cover, Consolidation Feasibility Studies, EMS System Analyses, Staffing Studies, Agency Evaluations, Cost Recovery and Valuation Studies, and Fire Station Location Studies. We pride ourselves on our ability to deliver high-quality and actionable recommendations that drive positive change.

At AP Triton, we understand that traditional approaches to public safety may not always yield optimal results. That's why we prioritize innovative thinking and creative problem-solving. We believe that sustainable solutions require a forward-thinking mindset, and we bring our experience and expertise to help our clients overcome challenges and seize opportunities.

With our deep understanding of public safety departments of all sizes, AP Triton is uniquely positioned to address the specific needs of Cameron Park Community Services District. Our consultants have decades of experience working with diverse organizations, and we leverage this knowledge to provide customized, practical, and effective solutions. We take the time to listen to our clients, understand their local issues, and develop strategies that promote long-term success.

By choosing AP Triton as your consulting partner, you gain access to a dedicated team that is committed to delivering exceptional results. We prioritize your goals, remain responsive to your needs throughout the engagement, and provide ongoing support even after project completion. Our dedication to client satisfaction sets us apart and makes us the ideal choice for Cameron Park Community Services District's consulting needs.

When it comes to innovative solutions, unparalleled expertise, and a commitment to your success, AP Triton is the partner you can rely on. Let us help you transform your public safety operations and achieve your goals in the most efficient and sustainable way possible.

Conflict of Interest Statement

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

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

Triton's Approach to Projects

Triton's approach to projects demonstrates our deep understanding of your expectations. With our extensive experience working with fire departments, fire districts, EMS organizations, and various emergency services agencies across diverse communities in the United States, we bring a wealth of knowledge and expertise to every engagement. Key elements of Triton's methodology include:

- **Thorough Understanding:** We ensure a complete understanding of the project background, goals, objectives, and the complex issues that need to be addressed. This allows us to develop tailored solutions that align with your specific needs.
- **Comprehensive Scope of Work:** We develop a well-designed and practical scope of work (SOW) and workplan that actively involve key stakeholders, leadership, and other relevant individuals. This collaborative approach ensures that all perspectives are considered and results in a robust project plan.
- **Advanced Tools and Technologies:** Triton leverages state-of-the-art GIS mapping, computer modeling, data analysis tools, and web-based communication technologies to enhance project outcomes. These sophisticated tools enable us to provide accurate analyses, insightful recommendations, and efficient collaboration.
- **Web-based Communication Platform:** To facilitate seamless communication and collaboration throughout the project, we utilize secure cloud-based data-sharing applications to create an online project site. This platform allows the client and project team members to collaborate effectively. Additionally, we employ virtual conferencing software for client communications and presentations.
- **Subject Matter Experts:** We engage experienced subject matter experts (SMEs) with in-depth knowledge of the fire service, EMS, and other related emergency services disciplines. Our team also includes experts in GIS and data analysis, ensuring comprehensive expertise is applied to your project.
- **Commitment to Timeliness:** We are committed to delivering projects and deliverables within the requested timeline while maintaining high standards of quality. Our dedicated team works diligently to meet or exceed your expectations, ensuring timely completion.
- **Clear and Accessible Reports:** We provide high-quality printed and bound reports that present clear contents and actionable recommendations. Our reports are designed to enable easy comprehension for clients, key stakeholders, and community members alike.

At Triton, we combine our extensive experience, advanced tools, collaborative approach, and commitment to excellence to deliver successful projects that meet your expectations.

Best Practices & National Standards

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

AP Triton utilizes a multi-faceted approach to providing recommendations for our clients. The following encompasses our best practices:

- **Understand client needs:** Triton begins by thoroughly understanding the specific needs and goals of your agency. This allows us to tailor our recommendations accordingly.
- **Develop a work plan:** Triton collaborates with the client to develop a work plan that outlines the goals, objectives, and action steps required to achieve desired outcomes of the project. This ensures the plan is realistic, measurable, and aligned with industry standards and best practices.
- **Engage stakeholders:** Triton involves key stakeholders, including elected officials, personnel, and management representatives, throughout the consulting process. Stakeholder input and buy-in are crucial for the successful implementation and sustainability of any recommended changes.
- **Conduct a comprehensive assessment:** Triton conducts a thorough assessment of the existing organization and opportunities for economies of scale and prioritizes them based on their impact and feasibility.
- **Enhance operational efficiency:** Triton identifies opportunities to optimize operational processes.
- **Focus on continuous training and education:** Triton emphasizes the importance of ongoing training and education. We promote a culture of continuous learning, keeping up with the latest industry advancements, protocols, and technologies.
- **Incorporate data-driven decision-making:** Triton utilizes data and analytics to drive decision-making recommendations.
- **Foster collaboration and partnerships:** Triton encourages collaboration between agencies when possible. These relationships facilitate information sharing, coordination, and mutual support to enhance services and outcomes.

- **Ensure compliance with regulations:** Triton strives to stay current with local, state, and federal industry regulations.
- **Monitor and evaluate progress:** Triton assists our clients in establishing systems for monitoring and evaluating the implementation of our recommendations and the overall performance of your organization.

Every organization is unique; therefore, AP Triton adapts these best practices to fit the specific context and needs of your agency.

PROJECT TEAM QUALIFICATIONS

AP Triton is dedicated to partnering with highly experienced and qualified public safety consultants. We have a diverse pool of individuals with extensive knowledge and expertise to meet a wide range of client needs. At Triton, we approach each project with unwavering commitment, treating it as our top priority. We are confident that AP Triton is the ideal choice to provide you with reliable annexation feasibility solutions that cater to your present and future requirements.

Our Project Team boasts a wealth of experience across various locations throughout the United States. Our approach to assembling Project Teams is meticulous, considering each associate's background, education, experience, and expertise. This ensures that we match the right individuals to the specific tasks required to successfully address your agency's unique needs. As you will discover in the following biographies and resumes, each team member brings a distinct set of skills and valuable past experiences that will greatly benefit the annexation feasibility study for Cameron Park Community Services District.

By choosing AP Triton, you gain access to our exceptional talent pool and a customized team equipped to deliver optimal solutions tailored to your specific requirements. We are committed to exceeding your expectations and providing you with unparalleled expertise and support throughout the project.

Our project team is contingent upon the timing of the project and the availability of the consultant. This talented group of individuals possesses the skills and expertise needed to successfully execute the project. However, their involvement is subject to alignment with the project timeline and their current commitments. We are excited about the possibility of collaborating with this team, and we will work diligently to ensure their participation aligns with the project's requirements and timing.

Project Management Structure

AP Triton's project teams have developed strong organizational skills and adaptability to effectively balance their workload and ensure successful outcomes across various engagements. Triton manages multiple projects simultaneously while ensuring high-quality work and meeting client expectations with the following strategies:

- **Team:** Triton customizes each team, matching our associates' skills and expertise to each client's specific needs. We delegate specific tasks or engage a team to assist with certain aspects of the project. By leveraging the expertise and skills of others, we can distribute the workload and maintain productivity.
- **Time Management & Task Prioritization:** Effective time management is crucial for consultants. They prioritize tasks, set deadlines, and allocate dedicated time blocks for each project. This helps them stay organized and focused on delivering results.
- **Project Planning:** Triton creates work plans that outline key deliverables, milestones, and timelines for each project. This provides us with a clear roadmap and ensures we remain on track with our commitments.
- **Effective Communication:** Clear and proactive communication with clients is essential. Triton keeps our clients informed about project timelines, progress, and any potential challenges. This transparency fosters trust and helps us manage client expectations.
- **Leveraging Technology:** Consultants utilize various tools and technologies to enhance their productivity and efficiency. Project management software, communication platforms, and collaborative tools enable seamless coordination, document sharing, and real-time updates.
- **Efficient Work Processes:** Triton is constantly evaluating quality assurance and quality improvement. We develop efficient work processes and methodologies based on our experience and industry best practices. We strive to streamline repetitive tasks, leverage templates and frameworks, and adopt standardized approaches to optimize our workflow.
- **Prioritization & Focus:** Triton's designated Project Manager is available for the duration of the assigned project. They lead the team and assist our associates and subject matter experts in prioritizing their tasks based on project urgency, client needs, and strategic importance.
- **Collaboration:** Our project teams do not operate in a silo. We possess a pool of expertise and resources. Our project teams collaborate to share insights, seek advice, and leverage collective knowledge to deliver high-quality results.

Kurt Latipow EFO

Project Manager/Vice President Emeritus



Summary of Qualifications

Mr. Latipow has enjoyed 40 years in Public Safety with over 27 years of Public Administration in Fire Chief and Chief Officer positions. He has developed and implemented numerous comprehensive fire and emergency services related plans. Mr. Latipow has facilitated the adoption of those plans via a variety of governing bodies. Mr. Latipow offers extensive experience in developing and implementing emergency, strategic, master plans, and succession plans/management processes as well as developing and implementing Standards of Cover Analysis, Fees for Service Cost Recovery Programs, and ALS Program Development and Implementation for both transport and engine company-based organizations.

Work Experience

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

Education

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

Publications and Instructor Experience

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

Professional Affiliations

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

Projects Completed

- Montecito/Carpinteria Summerland FPDs (CA)—Station location study
- Templeton CSD FD (CA)—Master Plan
- Coalinga FD (CA)—CRA-SOC
- Golden CO FD, Fairmont FPD, Pleasant View FD—Cooperative Services Study
- City of La Verne FD (CA)—CRA-SOC
- Placer County LAFCO N Tahoe/Meeks Bay FPD—Annexation Fiscal Analysis Update
- Fairfield FD (CA)—Master Plan
- American Canyon FPD (CA)—Master Plan
- Central Santa Cruz PFD (CA)—Master Plan
- Napa City FD (CA)—First Responder Fee Study
- Napa City FD (CA)—Master Plan
- Napa County FD (CA)—Master Plan
- Santa Barbara City FD (CA)—CRA-SOC

Projects In Process

- Santa Cruz LAFCO (CA) MSR-SOI Focused Study
- Placer LAFCO (CA)—Western Slope MSR-SOI Update
- Nevada LAFCO (CA)—MSR-SOI Update
- Santa Maria FD (CA)—Master Plan
- Salinas FD (CA)—Master Plan

Steven Hall CFO, EFO
Assistant Project Manager



Summary of Qualifications

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

Educational Background

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

Professional Experience

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

Relevant Experience

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

Associated Professional Accomplishments

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

John P. Binaski MS, EFO, CFO
Senior Associate



Summary of Qualifications

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

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

Educational Background

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

Professional Experience

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

Relevant Experience

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

Associated Professional Accomplishments

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

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



Summary of Qualifications

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

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

Educational Background

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

Professional Experience

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

Relevant Experience

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

Associated Professional Accomplishments

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

Kathleen Rollings-McDonald

Rollings & McDonald Consulting/Principal

Summary of Qualifications

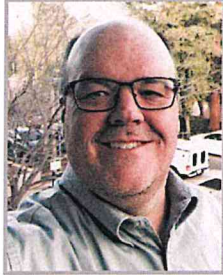
Kathleen Rollings-McDonald will provide management of the RCM team contributions to the project. She will be the team's expert on LAFCO law and its requirements, provide policy analysis of the agencies, and review internal drafts. Ms. Rollings-McDonald will coordinate closely with project management staff and ensure that the project adheres to established timelines.

Ms. Rollings-McDonald brings her 39 years of experience with the Local Agency Formation Commission for San Bernardino County to the project. In 2018 following leaving public services, Ms. Rollings-McDonald founded RCM to continue to work in the field of governmental reorganization and study. As part of RCM, she has been involved in municipal service reviews involving cities and special districts and prepared preliminary financial feasibility study for incorporation.

Relevant Experience

- During her tenure at San Bernardino LAFCO participated in the analysis of nine incorporation proposals, successfully forming seven new cities
- Managed two rounds of municipal service reviews prepared in-house for 24 cities and 50+ special districts within the 20,000 square miles which comprises San Bernardino County. This required addressing every land use type from densely populated urban areas to remote desert locales with significant mineral resources and their service delivery patterns
- As Executive Officer, managed the agency through the travails of the 2008-2010 recession providing for maintenance of effort with reduction in annual apportionment to the agencies
- Prepared the analysis of the 2008 reorganization of the San Bernardino County Fire Protection District taking thirty-two separate board governed districts and consolidating them into a redesigned single entity with regional service zones to address differing delivery patterns. This project received awards from CALAFCO for the Commission, the County of San Bernardino, and the City of Fontana
- Prepared the analysis of the municipal service review and sphere of influence study for the Cities of Adelanto and Victorville along with the Helendale Community Services District to define their future areas for growth as well as to protect the significant mineral resources in the region.
- CALAFCO University moderator and instructor for programs on incorporation, implementation of MSRs, Consolidation and Legacy costs as well as panel participant at a number of CALAFCO Annual and Staff conferences
- After leaving public service and establishing RCM, prepared the Preliminary Financial Analysis for the potential incorporation of the community of Crest Forest
- Working with the City of Indio, the Yucaipa Valley Water District and private property owners to navigate the LAFCO review and consideration process

Paul Morgan MS, BS
Geospatial Analyst



Summary of Qualifications

Paul has gained a wide variety of local government and public safety geospatial technology and analytical skills over nearly three decades of experience. He has been involved in creating and developing geospatial data for various divisions of local government including planning and zoning, public works and engineering and parks and recreation. Paul's most recent experience has been with supporting public safety agencies. This includes modernizing location data for 9-1-1 computer-aided dispatching for a large multi-agency regional dispatch center, Alameda County

Regional Emergency Communication Center (ACRECC) in the San Francisco Bay Area. Also providing mapping and analytical support for fire resource optimization projects and well as producing various cartographic products for internal and external use. Paul has also been part of the Accreditation Team at Santa Clara County Fire Department. Additional projects have included development of wildland-urban interface risk models and analysis and supporting the Community Wildfire Protection Planning (CWPP) process.

Education

- Master of Science Degree in Geography, Utah State University, December 2000
- Bachelor of Science Degree in Geography, Brigham Young University, April 1994

Experience

- 29 years of experience in local government and public safety geospatial technology
- GIS Analyst, Santa Clara County Fire Department, Los Gatos, California
- GIS Analyst, Alameda County Fire Department, Dublin, California
- GIS Administrator, City of Logan, Logan, UT
- Adjunct Professor of Geography at various Community Colleges

Melissa Vazquez Swank MA, BA
Senior Associate



Summary of Qualifications

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

She plays a crucial role in business by ensuring that all products meet professional thresholds. Melissa works to improve the project's efficiency by reducing time or product waste. Melissa's professional experience, keen eye for detail, and training qualify her to provide the highest level of project management and support. She has a passion for accuracy and fact-checking that permeates all aspects of her professional tasks.

Director of Project Operations
Experience: 10+ years

Professional Development & Education

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

Professional Experience

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

Executive Recruitment Experience

- Anoka, MN—Fire Chief
- Astoria, OR—Fire Chief
- Charleston, SC—Fire Chief
- City of Pasco, WA—Deputy Fire Chief
- Georgetown, CA—Fire Chief
- La Grande FD, OR—Fire Chief
- Lyons, CO—Fire Chief
- Pierce County, WA—Fire District Secretary
- Skagit County, WA—EMS Director
- South Whidbey Island, WA—Fire Chief
- Spokane Fire District #10, WA—Fire Chief
- West Linn, OR—Police Chief
- Yreka, CA—Fire Chief

Other Project Experience

- Alameda City FD, CA—CRA-SOC
- Central FD (Santa Cruz County, CA)—Master Plan & Strategic Plan
- Central Pierce FR, WA—Strategic Plan
- McMinnville PD, OR—Strategic Plan
- Napa County FD, CA—Master Plan
- Orange County FR, FL—Strategic Plan
- Pasco FD, WA—Master Plan & Strategic Plan
- Redmond FD, OR—Master & Strategic Plan
- Sandy-Clackamas FDs, OR—Cooperative Efforts Feasibility Study
- Santa Barbara FD—CRA-SOC
- Santa Clara LAFCO, CA—MSR-SOI Update

PROJECTS & EXPERIENCE

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

- Aberdeen Fire Department (WA)
- City of Alameda Fire Department (CA)
- Alameda County FPD (CA)
- Alameda County Fire Chiefs Association (CA)
- Alaska Fire Chiefs Association (AK)
- Albany Fire Department (OR)
- Anaheim Fire and Rescue (CA)
- Berkeley Fire Department (CA)
- Bethel Fire Department (AK)
- Blaine County (ID)
- Brattleboro Fire Department (VT)
- Brea Fire Department (CA)
- Brigham City Fire Department (UT)
- Fremont Fire Department (CA)
- California Fire Chiefs Association (CA)
- California Metro Chiefs Association (CA)
- Carlsbad Fire Department (CA)
- Carroll County Ambulance District (MO)
- Carson City Fire Department (NV)
- Central Jackson County FPD (MO)
- Central Fire District of Santa Cruz County (CA)
- Central Kitsap Fire & Rescue (WA)
- Central Pierce Fire Protection (WA)
- Chariton County Ambulance District (MO)
- Chico Fire Department (CA)
- Chula Vista Fire Department (CA)
- City of Costa Mesa Fire Department (CA)
- Coalinga Fire Department (CA)
- Contra Costa County FPD (CA)
- Cowlitz 2 Fire & Rescue (WA)
- DeKalb County Fire Rescue (GA)
- City of Downey Fire Department (CA)
- Douglas Okanogan County FD 15 (WA)
- El Dorado Hills Fire Department (CA)
- Fort Myers Fire Department (FL)
- Eureka Fire Protection District (MO)
- Fairfield Fire Department (CA)
- Fort Myers Fire Department (FL)
- City of Fresno Fire Department (CA)
- Fullerton Fire Department (CA)
- Gig Harbor/Pierce FD #5 (WA)
- Golden Fire Department (CO)
- Grand River Regional Ambulance (MO)
- Gray's Harbor Fire District #5 (WA)
- Hawaii Fire Chiefs Association (HI)
- Hermosa Beach Fire Department (CA)
- Huntington Beach Fire Department (CA)
- Idaho Fire Chiefs Association (ID)
- Kennewick Fire & Ambulance (WA)
- Kern County Fire Department (CA)
- Lake Ozark FPD (MO)
- La Verne Fire Department (CA)
- Lincoln Fire & Rescue (NE)
- City of Long Beach (CA)
- Milwaukee Fire Department (WI)
- City of Napa Fire Department (CA)
- City of Pflugerville (TX)
- Placer LAFCO (CA)
- San Bernardino County JPA (CA)
- City of San Diego Fire Department (CA)
- Santa Barbara County Fire Chiefs Association (CA)
- Santa Clara LAFCO (CA)
- Santa Cruz County Fire Department (CA)
- Santa Cruz LAFCO (CA)
- Seattle Fire Department (WA)
- Solano County Fire Chiefs Association (CA)
- Sonoma County Fire District (CA)
- Sonoma Valley Fire Department (CA)
- Stockton Fire Department (CA)
- Sunnyside Fire Department (WA)
- Tacoma Fire Department (WA)
- Tualatin Valley Fire & Rescue (OR)
- Ukiah Valley Fire Authority (CA)
- Utah Fire Chiefs Association (UT)
- Vacaville Fire Department (CA)
- Valley Center Fire Protection District (CA)
- Ventura County Fire Department (CA)
- Washington Fire Chiefs Association (WA)
- Watsonville Fire Department (CA)
- Webster Fire Department (TX)
- Whitefish Fire Department (MT)
- Williston Fire Department (VT)

Project Types

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

Project Description

- Ambulance Services Optimization Study:
- Ambulance Services Optimization Study:
- Ambulance Services Study:
- Ambulance Services RFP:
- Annexation Study (three districts):
- BLS Ambulance System Valuation:
- Community Risk Assessment/SOC:
- Community Risk Assessment/SOC:
- Community Risk Assessment/SOC:
- Community Risk Assessment/SOC:
- Community Risk Assessment/SOC:
- Community Risk Assessment/SOC:
- Community Risk Assessment/SOC:
- Community Risk/Service Delivery Analysis:
- Consolidation Feasibility Study:
- Cooperative Services Study:
- Countywide Fire Service Review:
- Emergency Operations Plan:
- EMS Feasibility & Optimization Study:
- EMS Feasibility Study:
- EMS Optimization Study:
- EMS Optimization Study & Transition Plan:
- EMS Strategic Assessment & Analysis:
- EMS Sub-Contractor RFP Response:
- EMS Sub-Contractor RFP Response:
- EMS Optimization and Feasibility Study:
- EMS System Evaluation:
- Financial Analysis:
- EMS System Valuation:
- EMS Transportation & Optimization Study:

Organization

Alameda County Fire Chiefs Association (CA)
 Santa Barbara County Fire Department (CA)
 Modesto FD/Stanislaus County OES (CA)
 Sonoma County Fire District (CA)
 Contra Costa County FPD (CA)
 Seattle Fire Department (WA)
 Coalinga Fire Department (CA)
 Davidson Fire Department (NC)
 La Verne Fire Department (CA)
 Medford Fire Department (OR)
 San Ramon Valley Fire Protection District (CA)
 Santa Barbara (City) Fire Department (CA)
 Santee Fire Department (CA)
 Elk Creek Fire Protection District (CO)
 Clifton FPD/Grand Junction FD (CO)
 Santa Clara LAFCO (CA)
 Carolina Panthers, Bank of America Stadium
 Webster Fire Department (TX)
 Brattleboro Fire Department (VT)
 Burbank Fire Department (CA)
 Carson City Fire Department (NV)
 City of Ontario/San Bernardino County (CA)
 CONFIRE JPA (CA)
 Santa Barbara County Fire Department (CA)
 San Diego Fire Department (CA)
 Truckee Meadows Fire Protection District (NV)
 Long Beach Fire Department (CA)
 San Luis Obispo Fire Chiefs Association (CA)
 Alameda County Fire Chiefs Association (CA)

Project Description

- EMS Transportation & Optimization Study:
- Facilities Master Plan:
- Fire Department Cooperative Services Study:
- Fire District Consolidation Study:
- Fire Services Analysis:
- Fire Services Special Study:
- Fire Station Location Study:
- Fire Station & CRA/SOC Study:
- Fire/EMS Assessment:
- First Responder Fee Study:
- First Responder Fee Study:
- First Responder Fee Study:
- Long-Range Fire Department Master Plan:
- Long-Range Master Plan:
- Management Audit:
- Master Plan:
- Master Plan:
- Master Plan:
- Master Plan & Community Risk Assessment:
- Master Plan & CRA-SOC:
- Master Plan & Strategic Plan:
- Organizational & Operational Analysis:
- Municipal Service Review & SOI Study:
- Municipal Service Review & SOI Study:
- Optimization Study:
- Organizational Analysis:
- Prevention Fee Study:
- Regional Ambulance Study:
- Staffing Study & Operational Analysis:
- Strategic Plan:
- Strategic Plan:
- Strategic Plan:
- Strategic Plan:
- Valuation Study:

Organization

- Solano County Fire Chiefs Association (CA)
- Redmond Fire Department (OR)
- Golden/Fairmount/Pleasant View FDs (CO)
- Clackamas Fire District 1 (OR)
- Williston Fire Department (VT)
- Santa Cruz LAFCO (CA)
- Portland Fire Department (TX)
- Montecito FPD (CA)
- Pflugerville Fire Department (TX)
- Merced Fire Department (CA)
- Napa Fire Department (CA)
- Truckee Meadows Fire Protection District (NV)
- Templeton Fire & Emergency Services (CA)
- Fairfield Fire Department (CA)
- Menlo Park Fire Protection District (CA)
- American Canyon Fire Protection District (CA)
- Orting Valley Fire-Rescue (WA)
- Whitefish Fire Department (MT)
- Brigham City Fire Department (UT)
- Central Fire District of Santa Cruz County (CA)
- Redmond Fire & Rescue (OR)
- City of Napa Fire Department (CA)
- Placer LAFCO (CA)
- Nevada LAFCO (CA)
- Alameda County Fire Chiefs Association (CA)
- Grand Junction Fire Department (CO)
- Suisun City Fire Department (CA)
- Eastern Placer County JPA (CA)
- Derby Fire Department (KS)
- Aspen Fire Department (CO)
- Blaine County Ambulance Service District (ID)
- Davidson Fire Department (NC)
- Central Fire District of Santa Cruz County (CA)
- Pflugerville Fire Department (TX)

CLIENT REFERENCES

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

Montecito FPD & Carpinteria-Summerland FPD (California)			
Project Title & Description: Fire Station Location Study & Community Risk/SOC			
AP Triton was engaged to develop a comprehensive fire station location study to determine if a shared facility is feasible. In addition, the study includes various elements that entail community risk assessments and a standards of cover analysis. Once completed, Triton will facilitate a Customer-Centered Strategic Plan for each.			
Contact Name/Title:	MFPD Chief Kevin Taylor	Year:	2021
Client Phone:	805.969.7762	Client E-Mail:	ktaylor@montecitofire.com
Project Manager:	Kurt Latipow	Status:	Completed

Contra Costa County FPD/East Contra Costa FPD (California)			
Project Title & Description: Phase One: Annexation Financial Feasibility Study			
Triton was retained by the fire districts to conduct an analysis and determine the financial efficacy of CCCFPD annexing ECCFPD, and to make recommendations accordingly. Triton's analysis demonstrated that annexation was fiscally possible and made recommendations to move forward with Phase Two: Annexation Feasibility Study, which was recently completed.			
Contact Name/Title:	Lewis Broschard, Fire Chief	Year:	2020
Client Phone:	925.941.3300	Client E-Mail:	Lewis.broschard@cccfd.org
Project Manager:	Kurt Latipow	Status:	Completed
Completed Report:	Contra Costa County Fire District Annexation Feasibility Study, Vol. One Contra Costa County Fire District Annexation Feasibility Study, Vol. Two		

Placer Local Agency Formation Commission (California)			
Project Title & Description: Financial Update for North Tahoe FPD and Meeks Bay FPD			
Placer LAFCO retained AP Triton to research and update the contents of the financial analysis section of the previous (2018) Performance Review and Examination of Alternative Governance Models conducted on behalf of the North Tahoe and Meeks Bay Fire Protection Districts (NTFPD and MBFPD). The purpose of the update was to provide the applicant with necessary and updated financial analyses and projections as required to complete all components of the MBFPD and NTFPD Application for Reorganization.			
Contact Name/Title:	Michelle McIntyre, Executive Officer	Year:	2022
Client Phone:	530-889-4097	Client E-Mail:	mmcintyre@placer.ca.gov
Project Manager:	Kurt Latipow	Status:	Complete

Placer Local Agency Formation Commission (California)			
Project Title & Description: Municipal Service Review & Sphere of Influence Study			
Placer LAFCO retained AP Triton to prepare a municipal service review (MSR) and sphere of influence (SOI) study covering six special districts, five fire departments, and one county service area. AP Triton is preparing the study to satisfy the outlined MSR and SOI requirements, and to provide a well-researched study that creates a platform to facilitate dialogue among the stakeholders. Triton's study will drive discussions involving enhancing service efficiencies, governance efficiencies, funding opportunities, and where necessary, to pursue sphere, boundary, and governance changes.			
Contact Name/Title:	Michelle McIntyre, Executive Officer	Year:	2022
Client Phone:	530-889-4097	Client E-Mail:	mmcintyre@placer.ca.gov
Project Manager:	Kurt Latipow	Status:	In progress

Santa Clara Local Agency Formation Commission (California)			
Project Title & Description: Countywide Fire Service Review			
Santa Clara LAFCO retained AP Triton to prepare a Countywide Fire Service Review. Triton is performing the study in compliance with applicable California Government Code section, local LAFCO policies, and the latest available LAFCO Municipal Service Review Guidelines prepared by the Governor's Office of Planning and Research (OPR). The municipal service reviews (MSRs) will be used to inform the update of sphere of influences (SOIs) along with possible reorganizations such as annexations, dissolutions, or mergers of local public agencies that provide fire protection in Santa Clara County.			
Contact Name/Title:	Neelima Palacherla, Executive Officer	Year:	2022
Client E-Mail:	Neelima.Palacherla@ceo.sccgov.org		
Project Manager:	Kurt Latipow	Status:	In progress

Santa Cruz Local Agency Formation Commission (California)			
Project Title & Description: Fire Study			
Santa Cruz LAFCO retained AP Triton to prepare a special study on the impacts of the potential detachments of territory from County Service Areas 4 ("Pajaro Dunes") and 48 ("County Fire") and the concurrent annexation of the detached territory to the neighboring independent fire protection districts (7 in total). This special Fire Study will evaluate the impacts of the potential reorganizations, including a detailed analysis of the cost savings and fiscal impacts.			
Contact Name/Title:	Joe Serrano, Executive Officer	Year:	2022
Client Phone:	(831) 454-2055	Client E-Mail:	joe@santacruzlafco.org
Project Manager:	Kurt Latipow	Status:	In progress

Clackamas Fire District #1 & Sandy Fire District #73 (Oregon)			
Project Title & Description: Feasibility Study for a Potential Future Consolidation			
Sandy Fire District No. 72 (SFD) and Clackamas Fire District No. 1 (CFD) Retained AP Triton to conduct a feasibility study that includes the analysis of each fire district's current service delivery, organizational structure, financial sustainability, and more. Triton determined that a legal consolidation would not be viable, and instead recommended a long-term cooperatives services agreement.			
Contact Names/Titles:	James Syring, CFD Board Chair	Year:	2022
Client Phone:	503-789-0260	Client E-Mail:	jamesyring1@msn.com
Project Manager:	Kurt Latipow/John Stouffer	Status:	Completed

Elk Creek FPD/Inter-Canyon FPD/North Fork FPD/Indian Hills FPD (Colorado)			
Project Title & Description: Fire Protection District Cooperative Services Study			
Triton was retained to conduct a comprehensive study to determine the feasibility of some form of consolidation of four fire protection districts in Colorado. Triton conducted a full analysis of each district that included service delivery, financial status, staffing, fire stations and apparatus inventory, and much more. The study concluded with a recommendation that all four districts consolidate, and included a new organizational structure, staffing configuration, costs, general recommendations, and an implementation plan.			
Contact Name/Title:	Fire Chief Jacob Ware, Elk Creek FPD	Year:	2021
Client Primary Phone:	303.816.9385	Client E-Mail:	jware@elkcreekfire.org
Triton Project Manager:	John Stouffer	Status:	Completed

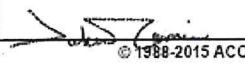
CLIENT TESTIMONIALS


- Exceptional product and process! Very pleased with the experience with AP Triton. The Project Manager and Project Team were extremely knowledgeable, professional, and exceptional to work with. I would like to bring them back for more projects in the future.
—Blaine County, Idaho
- It was a pleasure working with your staff. [Our Project Manager] did a fantastic job, and the others on the team were very good to work with. All were knowledgeable and experienced in their fields. The well-rounded team ensured a complete and accurate report. We hope to work with your team again in the future.
—Brigham City Fire Department, Utah
- The AP Triton team provided well-researched information that I believe will help my Commission make informed decisions. My Commission was pleased with the outcome of the financial analysis and recently contracted AP Triton for a much more comprehensive study.
—Placer County LAFCO, California
- I highly recommend them to any fire department or EMS agency looking to get perspective from consultants that use data and many years of experience and wisdom to make informed determinations. It is obvious that they know their stuff. We are very pleased with the results.
—North View Fire District, Utah
- [AP Triton] communicated clear timelines from the outset and provided multiple opportunities for us to clarify and adjust the scope of our project. Most impressively, the AP Triton team remained responsive and assisted the Seattle Fire Department well beyond the completion of our evaluation. AP Triton's reputation as a leader in the industry is well earned.
—Seattle Fire Department, Washington

TRITON'S CERTIFICATES OF INSURANCE & LITIGATION

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

ACORD		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY)			
<p>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</p> <p>IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).</p>		<p>03/21/2023</p>					
<p>PRODUCER USI INSURANCE SERVICES LLC/PHS 41715154 The Hartford Business Service Center 3500 Wiseman Blvd San Antonio, TX 78251</p>			<p>CONTACT INSURER: PHONE (A/C, No. Ext): (866) 457-8730 FAX (A/C, No.): E-MAIL: ADDRESS:</p>				
<p>INSURED AP TRITON, LLC 1309 COFFEEN AVE STE 317B SHERIDAN WY 82801-5777</p>			<p>INSURER(S) AFFORDING COVERAGE A/C# INSURER A: Atain Speciality Insurance Company 17159 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:</p>				
COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:			
<p>THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.</p>							
INSUR	TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMITS
LTB	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> GENL AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER <input type="checkbox"/> AUTOMOBILE LIABILITY ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR CLAIMS MADE <input type="checkbox"/> RETENTION \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY PROPRIETORS/PARTNERS/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			CIP422953	03/27/2023	03/27/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$1,000,000 COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) EACH OCCURRENCE AGGREGATE PER-STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
<p>DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Those usual to the Insured's Operations</p>							
<p>CERTIFICATE HOLDER FOR INFORMATIONAL PURPOSES 1309 COFFEEN AVE STE 317B SHERIDAN WY 82801-5777</p>				<p>CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Susan S. Castaneda</i></p>			
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Client#: 1626412		APTRI		DATE (MM/DD/YYYY) 3/21/2023		
ACORD CERTIFICATE OF LIABILITY INSURANCE						
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PRODUCER USI Insurance Services, LLC 2375 E.Camelback Road, Suite 250 Phoenix, AZ 85016 877 468-6516			CONTACT NAME: Tracy Bennett PHONE (A/C, No, Ext): 818.251.3045 FAX (A/C, No): E-MAIL ADDRESS: Tracy.Bennett@usi.com			
INSURED AP Triton, LLC 1309 COFFEEN AVE STE 3178 Sheridan, WY 82801			INSURER(S) AFFORDING COVERAGE		NAIC #	
			INSURER A : StarStone National Insurance Company		25496	
			INSURER B : Continental Casualty Company		20443	
			INSURER C :			
			INSURER D :			
			INSURER E :			
COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:						
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
POLICY LTR	TYPE OF INSURANCE	ADDL INSURER (INSR) (W/O)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
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B	Professional Liab		596516681	03/27/2023	03/27/2024	\$3,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)						
CERTIFICATE HOLDER			CANCELLATION			
Evidence Of Insurance			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.			
			AUTHORIZED REPRESENTATIVE 			
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CERTIFICATE OF LIABILITY INSURANCE

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

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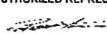
PRODUCER  Rigo Delatorre 8827 Elk Grove Blvd. Elk Grove CA 956241766	CONTACT NAME: Rigo Delatorre PHONE (A/C, No, Ext): 916-685-3973 E-MAIL ADDRESS: rigo.delatorre.cyy1@statefarm.com FAX (A/C, No):	INSURER(S) AFFORDING COVERAGE INSURER A: State Farm Mutual Automobile Insurance Company (inclu INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED AP TRITON LLC 1309 COFFEEN AVE STE 3178 SHERIDAN WY 828015777		

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
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INSR LTR	TYPE OF INSURANCE	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPIOP AGG \$
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	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			PER STATUTE OTH-ER \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER	CANCELLATION
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 

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Agenda Transmittal

DATE: July 19, 2023

FROM: Christina Greek, Finance/HR Officer

AGENDA ITEM #9: Advance Life Support Ambulance Agreement between El Dorado County Emergency Services Authority and Cameron Park Community Services District-Cancellation

RECOMMENDED ACTION: Approve Resolution 2023-32 Cancellation of Advance Life Support Ambulance Agreement between El Dorado County Emergency Services Authority and Cameron Park Community Services District

Background

On May 17, 2023, the Board of Directors approved Resolution 2023-20 authorizing an agreement between El Dorado County Emergency Services Authority (JPA) and Cameron Park Community Services District Fire Department. The maximum reimbursement allowance for Fiscal Year 2023/24 is \$1,367,600.

On June 21, 2023, the Board of Directors approved Resolution 2023-22 authorizing a contract with CalFire to continue providing fire protection and ambulance transport services through June 30, 2025. The ambulance staffing and administration costs for Fiscal Year 2023/24 totals \$1,547,645.

This leaves the District responsible for covering the difference of \$180,045 when the service should be cost neutral.

Budget and Administration Committee

This information was brought forth to the Budget and Administration committee on July 11, 2023. During the discussion, Cal Fire staff and the committee members supported termination of the JPA agreement and is forwarding to the Board of Directors for consideration.

Discussion

Staff met with representatives from the El Dorado County's Ambulance Services JPA and CalFire to discuss making the District's responsibility for JPA ambulance services cost neutral, either by reducing costs or increasing reimbursement revenues. The JPA is unable to increase its allocation to Cameron Park in fairness to other providers who also have costs which exceed the JPA's contracted reimbursement amount. CalFire is unable to lower costs due to the types of positions assigned to the ambulance program and associated employee compensation costs.

Section 15.1.1 of the JPA agreement states that either party may terminate the agreement, upon receipt of written notification, with at least a 90-calendar day advance notice.

Conclusion

Staff recommends that the Board approve Resolution 2023-32 allowing staff to submit a 90-day notice of termination to the JPA. Cal Fire staff agrees to continue supporting the JPA with ambulance services until a replacement agency is secured. An amendment is needed for the CalFire Agreement, which will be initiated after the Board takes action to terminate the JPA agreement.

Attachments

9a. FY23/24 ALS Agreement

9b. FY 23/24 Cal Fire Agreement excerpt for Ambulance costs

9c. Resolution 2023-32



El Dorado County Emergency Services Authority

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

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

RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 1-DEFINITIONS

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

SECTION 2-SCOPE OF SERVICES

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

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

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

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

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

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

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

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

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

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

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

SECTION 3-SERVICE STANDARDS

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

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

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

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

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

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

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

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

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

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

SECTION 4- STANDBY AND SPECIAL EVENT COVERAGE

4.1 Non-dedicated Standby Ambulance Service

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

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

4.2 Dedicated Standby Ambulance Service

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

SECTION 5-PERSONNEL

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 6- EQUAL OPPORTUNITY EMPLOYER

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

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

SECTION 7-TRAINING & EDUCATION

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

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

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

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

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

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

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

SECTION 8- QUALITY ASSURANCE

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

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

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

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

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

SECTION 9- MUTUAL AID, MASS CASUALTY & DISASTER

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

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

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

SECTION 10- AMBULANCE SUPPLIES & EQUIPMENT

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

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

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

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

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

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

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

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

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

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

SECTION 11- REPORTS & POLICIES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 12- COMPETITION

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

SECTION 13- BILLING FOR SERVICES

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

SECTION 14- COMPENSATION

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

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

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

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

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

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

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

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

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

SECTION 15- CHANGES

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

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

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

SECTION 16- INDEPENDENT CONTRACTOR

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

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

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

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

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

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

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

SECTION 17- NON-DISCRIMINATION, BENEFITS, & FACILITIES

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

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

SECTION 18- INDEMNITY

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

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

SECTION 19- INSURANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 20- INTEREST OF PUBLIC OFFICIAL

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

SECTION 21- INTEREST OF CONTRACTOR

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

SECTION 22- VENUE

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

SECTION 23- ADMINISTRATION

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

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

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

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

SECTION 24- DISPUTES

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

SECTION 25- FORCE MAJEURE

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

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

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

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

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

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

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

SECTION 26- AUTHORITY TO BIND

The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

SECTION 27- SEVERABILITY

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

SECTION 28- TERM

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

SECTION 29-PRIOR AGREEMENTS SUPERSEDED

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

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



Cristy Jorgensen, Executive Director
El Dorado County Emergency Services Authority

Date 6/7/2023



Sid Bazett - Board President
Cameron Park Community Services District

Date 6-6-2023

Appendix A

HIPAA Business Associate Agreement Amendment

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

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

RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

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

this Amendment and/or the Underlying Agreement.

6. Terms and Termination.

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

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

7. Amendment to Indemnity.

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

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

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

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

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

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

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

Appendix B

COMPENSATION FOR SERVICES

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

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

2. The **JPA** shall compensate the **Contractor** on a monthly basis based on actual costs expended (i.e., payments made) with amounts not to exceed those listed in the chart below.

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

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

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

Unit: AEU

Agreement Total	\$10,601,450
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Contract Name: Cameron Park CSD

Contract No.: 2CA06317

Page No.: 17

Fiscal Year 23/24	
27750 PS Total	\$3,630,509
27750 OE Total	\$31,465
27753 PS Total	\$1,533,122
27753 OE Total	\$14,522

TOTAL	\$5,209,618
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Fiscal Year 24/25 (+5%)	
27750 PS Total	\$3,735,339
27750 OE Total	\$31,465
27753 PS Total	\$1,609,779
27753 OE Total	\$15,249

TOTAL	\$5,391,832
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RESOLUTION No. 2023-32
OF THE BOARD OF DIRECTORS
OF THE CAMERON PARK COMMUNITY SERVICES DISTRICT
July 19, 2023

**RESOLUTION TO AUTHORIZE GENERAL MANAGER TO CANCEL THE
ADVANCE LIFE SUPPORT AMBULANCE AGREEMENT BETWEEN EL DORADO
COUNTY EMERGENCY SERVICES AUTHORITY AND CAMERON PARK
COMMUNITY SERVICES DISTRICT**

WHEREAS, On May 17, 2023, the Cameron Park Community Services District (District) approved Resolution 2023-20 authorizing an agreement between El Dorado County Emergency Services Authority (JPA) and Cameron Park Community Services District Fire Department; and

WHEREAS, the maximum JPA reimbursement allowance for Fiscal Year 2023/24 is \$1,367,600; and

WHEREAS, Cal Fire ambulance staffing and administration costs for Fiscal Year 2023/24 totals \$1,547,645; and

WHEREAS, the Cameron Park Community Services District (District) would be responsible for \$180,045; and

WHEREAS, The JPA is unable to increase its allocation to Cameron Park; and

WHEREAS, Section 15.1.1 of the JPA agreement states that either party may terminate the agreement, upon receipt of written notification, with at least a 90-calendar day advance notice.

NOW, THEREFORE, BE IT RESOLVED, the Board of Directors

- Authorize the General Manager to submit a 90-day notice of termination to the JPA;
- Authorize the General Manager to work with Cal Fire to amend current agreement that includes ambulance staffing costs and return to the Board of Directors with any changes.

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

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

Sidney Bazett, President
Board of Directors

Jill Ritzman, Interim General Manager
Secretary to the Board



Agenda Transmittal

DATE: July 19, 2023

FROM: Christina Greek, Finance/HR Officer

AGENDA ITEM #10: **PUBLIC HEARING** - Approving Engineer's Report, Confirming Diagram and Assessment, and Directing Auditor of El Dorado County to Continue and to Collect Assessment for Fiscal Year 2023-24 for the following Landscaping and Lightings Districts: Airpark, Unit 6, Unit 7, Unit 8, Viewpointe, Goldorado, Unit 11, Unit 12, Cameron Woods 1-4, Bar J15-A, Bar J 15-B, Creekside, Eastwood, David West, Cambridge Oaks, Nothview, Cameron Valley, Cameron Woods 8, Silver Springs and Bar J15-A No. 2.

RECOMMENDED ACTION: APPROVE RESOLUTION NO. 2023-33

RECOMMENDATION

Staff recommends the Board of Directors hold a Public Hearing, consider all public comments, and approve Resolution 2023-33 approving the Engineer's Report, confirming the diagram and assessment, and ordering the levy of continued of assessment for Fiscal Year 2023-24 for the Cameron Park Community Services District Landscaping and Lighting Districts as the final step in levying the continued assessments.

RESULT OF RECOMMENDED ACTION

The Board of Directors will order the levy of the continued assessments for Fiscal Year 2023-24 and will cause those levies to be submitted by SCI Consulting Group to the County Auditor to be included on the 2023-33 property tax bills.

BACKGROUND

In order to continue to levy the assessments each year, the Board of Directors (Board) first adopts a Resolution initiating the assessment proceedings for the year and directing the engineer of work, SCI Consulting Group, to prepare the annual Engineer's Report for the District. The Board approved Resolution 2023-12 on April 19, 2023.

SCI Consulting Group prepared the Engineer's Report that includes the special and general benefits from the assessments, the proposed budget for the continued assessments for Fiscal Year 2023-24, the updated proposed assessments for each parcel in the District, and the proposed assessments per single family equivalent benefit unit for the fiscal year. At the June 21, 2023, Board meeting, the Board reviewed the Engineer's Report and adopted Resolution 2023-29 to declare its intention to continue the assessments, preliminarily approve the Engineer's Report, and provide for notice of the annual public hearing.

Each year, to continue to levy the assessments for the coming fiscal year, the Board conducts a noticed Public Hearing and receives public input on the proposed assessments and the services that they would fund. After hearing the public testimony, the Board may take final action on setting the assessment rates, establishing the services and improvements to be funded and ordering the levy of the continued assessments for Fiscal Year 2023-24.

FISCAL YEAR 2023-24 ASSESSMENT RATES & ESTIMATED REVENUES

Unit	LLAD	2023-24 Rate	Estimated Revenue
#30	AIRPARK LLAD	\$0.00	\$0
#31	UNIT 6 LLAD	\$54.50	\$16,568
#32	UNIT 7 LLAD	\$36.18	\$12,554
#33	UNIT 8 LLAD	\$36.20	\$15,494
#34	VIEWPOINTE LLAD	\$45.06	\$6,218
#35	GOLDORADO LLAD	varies by size of parcel	\$3,100
#36	UNIT 11 LLAD	\$22.42	\$6,883
#37	UNIT 12 LLAD	\$37.28	\$12,340
#38	CAMERON WOODS 1-4 LLAD	\$47.50	\$7,790
#39	BAR J 15A COUNTRY CLUB LLAD	\$48.24	\$24,265
#40	BAR J 15B MERRYCHASE LLAD	\$190.04	\$10,652
#41	CREEKSIDE LLAD	\$31.00	\$2,449
#42	EASTWOOD LLAD	\$223.54	\$40,908
#43	DAVID WEST LLAD	\$165.00	\$18,150
#44	CAMBRIDGE OAKS LLAD	\$14.88	\$1,637
#45	NORTHVIEW LLAD	\$324.00	\$29,808
#46	CAMERON VALLEY LLAD	\$106.52	\$12,782
#47	CAMERON WOODS 8 LLAD	\$0.00	\$0
#48	SILVER SPRINGS	\$484.34	\$27,123
#50	BAR J 15A No. 2	\$45.66	\$22,967

Attachments:

10A - Resolution No. 2023-33

10B - Final Engineer’s Report – July 2023

10C- FY 22-23 LLAD Fund Balances

Attachment 10a

RESOLUTION NO. 2023-33
OF THE BOARD OF DIRECTORS
OF THE CAMERON PARK COMMUNITY SERVICES DISTRICT
July 19, 2023

APPROVING THE ENGINEER'S REPORT, CONFIRMING THE DIAGRAM AND ASSESSMENTS, AND DIRECTING THE AUDITOR-CONTROLLER OF EL DORADO COUNTY TO CONTINUE AND TO COLLECT ASSESSMENTS FOR FISCAL YEAR 2023-24 IN:

AIRPARK LLAD #30, UNIT 6 LLAD #31, UNIT 7 LLAD #32, UNIT 8 LLAD #33, VIEWPOINTE LLAD #34, GOLDORADO LLAD #35, UNIT 11 LLAD #36, UNIT 12 LLAD #37, CAMERON WOODS 1-4 LLAD #38, BAR J 15A COUNTRY CLUB LLAD #39, BAR J 15B MERRYCHASE LLAD #40, CREEKSIDE LLAD #41, EASTWOOD LLAD #42, DAVID WEST LLAD #43, CAMBRIDGE OAKS LLAD #44, NORTHVIEW LLAD #45, CAMERON VALLEY LLAD #46, CAMERON WOODS LLAD #47, SILVER SPRINGS LLAD #48 and BAR J 15A No. 2 LLAD #50

WHEREAS, after receiving unanimous property owner written consent in support of the proposed assessments in each of the Assessment Districts specified above, this Board ordered the formation of and continuation of the first assessments within the Cameron Park Community Services District Landscaping and Lighting Districts (the "Assessment Districts") pursuant to the provisions of Article XIIIID of the California Constitution, and the Landscaping and Lighting Act of 1972 (the "Act"), Part 2 of Division 15 of the California Streets and Highways Code (commencing with Section 22500 thereof); and

WHEREAS, the purpose of the Assessment District is for the installation, maintenance and servicing of improvements within the Assessment Districts, as described in the annual Engineer's Report; and

WHEREAS, by Resolution No. 2023-12, the Board ordered the preparation of an Engineer's Report for the Landscaping and Lighting Districts for fiscal year 2023-24; and

WHEREAS, pursuant to said Resolution, the Engineer's Report was prepared by SCI Consulting Group, Engineer of Work, in accordance with Section 22565, et. seq., of the Streets and Highways Code (the "Report") and Article XIIIID of the California Constitution; and

WHEREAS, by Resolution No. 2023-29, the Board preliminarily approved the Engineer's Report for said Assessment Districts and set a date for a Public Hearing; and

Attachment 10a

WHEREAS, said report was duly made and filed with the General Manager and duly considered by this Board and found to be sufficient in every particular, whereupon it was determined that the report should stand as the Engineer's Report for each of the Assessment Districts for all subsequent proceedings under and pursuant to the aforesaid resolution, and that July 19, 2023, at the hour of 6:30 p.m., at the Cameron Park Community Services District Office located at 2502 Country Club Dr., Cameron Park, CA 95682, was appointed as the time and place for a hearing by this Board on the question of the continuation of the proposed assessments in each of the Assessment District, a notice of which hearing has been given as required by law; and

WHEREAS, on July 19, 2023, at 6:30 pm the hearing was duly and regularly held, and all persons interested and desiring to be heard were given an opportunity to be heard, and all matters and things pertaining to the continuation were fully heard and considered by the Board, and all oral statements and all written protests or communications were duly heard and considered, and this Board thereby acquired jurisdiction to order the continuation of the assessments and the confirmation of the diagram and assessment for each of the Assessment Districts prepared by and made a part of the Engineer's Report to pay the costs and expenses thereof.

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

1. The public interest, convenience and necessity require that the continuation of the existing assessments in each of the Assessment Districts be ordered
2. The Assessment Districts benefited by the improvements and maintenance and assessed to pay the costs and expenses thereof, and the exterior boundaries thereof, are as shown by a map thereof filed in the office of the General Manager, which map is incorporated herein by this reference.
3. The assessment is levied without regard to property valuation
4. The Engineer's Report is hereby approved as follows:
 - (a) the Engineer's estimate of the itemized and total costs and expenses of constructing, repairing and maintaining the improvements in each of the Assessment Districts and of the incidental expenses in connection therewith.
 - (b) the diagram showing the assessment districts, plans and specifications for the improvements to be constructed, repaired and maintained and the boundaries and dimensions of the respective lots and parcels of land within each of the Assessment Districts; and

Attachment 10a

(c) the assessment of the total amount of the costs and expenses of the proposed construction, repair and maintenance of the improvements upon the lots and parcels of land in each of the Assessment Districts in proportion to the estimated special benefits to be received by such lots and parcels, respectively, from such construction, repair and maintenance, and of the expenses incidental thereto;

5. Final adoption and approval of the Engineer's Report as a whole, and of the plans and specifications for the improvements and maintenance in each of the Assessment Districts, the estimate of the costs and expenses of such improvements and maintenance, and the diagram of the assessable parcels in each of the Assessment Districts, as specified in this Engineer's Report is hereby approved and ordered

6. The existing assessments in each of the Assessment Districts for fiscal year 2023-24 is hereby confirmed and continued at the rates levied in past fiscal years since the date of formation of each Assessment District as set forth in the following table:

Unit	LLAD	2023-24 Rate	Estimated Revenue
#30	AIRPARK LLAD	\$0.00	\$0
#31	UNIT 6 LLAD	\$54.50	\$16,568
#32	UNIT 7 LLAD	\$36.18	\$12,554
#33	UNIT 8 LLAD	\$36.20	\$15,494
#34	VIEWPOINTE LLAD	\$45.06	\$6,218
#35	GOLDORADO LLAD	varies by size of parcel	\$3,100
#36	UNIT 11 LLAD	\$22.42	\$6,883
#37	UNIT 12 LLAD	\$37.28	\$12,340
#38	CAMERON WOODS 1-4 LLAD	\$47.50	\$7,790
#39	BAR J 15A COUNTRY CLUB LLAD	\$48.24	\$24,265
#40	BAR J 15B MERRYCHASE LLAD	\$190.04	\$10,652
#41	CREEKSIDE LLAD	\$31.00	\$2,449
#42	EASTWOOD LLAD	\$223.54	\$40,908
#43	DAVID WEST LLAD	\$165.00	\$18,150
#44	CAMBRIDGE OAKS LLAD	\$14.88	\$1,637
#45	NORTHVIEW LLAD	\$324.00	\$29,808
#46	CAMERON VALLEY LLAD	\$106.52	\$12,782
#47	CAMERON WOODS 8 LLAD	\$0.00	\$0
#48	SILVER SPRINGS	\$484.34	\$27,123
#50	BAR J 15A No. 2	\$45.66	\$22,967

7. Based on the oral and documentary evidence, including the Engineer's Report, offered and received at the hearing, this Board expressly finds and determines (a) that each of the several lots and parcels of land in each of the Assessment Districts will be specially benefited by the construction, repair and maintenance of the improvements in the amount of the assessments apportioned against the lots and parcels of land within each Assessment District respectively, and (b) that there is

Attachment 10a

substantial evidence to support the finding and determination as to special benefits to the parcels in each of the Assessment Districts

8. Immediately upon the adoption of this resolution, but in no event later than August 10 following such adoption, the General Manager shall file a certified copy of the diagram and assessment for each Assessment District and a certified copy of this resolution with the Auditor-Controller of the County of El Dorado. Upon such filing, the County Auditor-Controller shall enter on the County assessment roll opposite each lot or parcel of land the amount of assessment thereupon as shown in the assessment roll attached hereto for each Assessment District. The assessments shall be collected at the same time and in the same manner as County taxes are collected and all laws providing for the collection and enforcement of County taxes shall apply to the collection and enforcement of the assessments, After collection by the County, the net amount of the assessments, after deduction of any compensation due the County for collection, shall be paid to the various Cameron Park Community Services District Landscaping and Lighting Districts as detailed in the Engineer's Report

9. Upon receipt of the moneys representing assessments collected by the County, the County shall deposit the moneys in the Cameron Park Community Services District Treasury account to the credit of the improvement funds previously established under the distinctive designation of each of the Assessment Districts. Moneys in the improvement funds shall be expended only for the maintenance, servicing, construction or installation of the improvements as detailed in the Engineer's report

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

AYES:

NOES:

ABSENT:

ATTEST:

Director Sidney Bazett, President
Board of Directors

Jill Ritzman
Interim General Manager

FY 2023-24

ENGINEER'S REPORT

Cameron Park Community Services District Landscaping and Lighting Assessment Districts

July 2023
Final Report

Engineer of Work:



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Cameron Park Community Services District

Name of Governing Board

Sidney Bazett, President

Monique Scobey, Vice President

Eric Aiston, Director

Tim Israel, Director

Dawn Wolfson, Director

Cameron Park CSD Staff

André Pichly, General Manager

Mike Grassle, Parks & Facilities Superintendent

Engineer of Work

SCI Consulting Group

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Executive Summary

Introduction

The Cameron Park Community Services District was formed as the result of a 1961 voter-approved ballot measure and duly established by El Dorado County Board of Supervisor's Resolution 97-61. The Cameron Park CSD provides community residents and visitors with fire protection and emergency response services, access to variety of parks, lakes, streams, reserves, and open spaces, including their maintenance, and a broad range of recreation programs, organized sports and activities suited to community interests for all ages and abilities. The District is authorized to manage street lighting and landscape buffer districts along certain surface streets and assures compliance with property owner approved Covenants, Conditions and Restrictions for affected residential properties.

The Cameron Park Community Services District ("CPCSD") has formed a number of Landscaping and Lighting Assessment Districts ("Assessment District(s)") in order to provide funding to maintain and improve landscaping and lighting facilities within each of the Assessment Districts. The boundary of each Assessment District is shown in this Engineer's Report ("Report") and includes all assessable parcels within each Assessment District.

Formation of Assessment Districts

Pre-Proposition 218 Lighting Districts:

The following Assessment Districts were formed prior to the passage of Proposition 218 and provide improvement and maintenance of street lighting facilities only: Airpark, Unit 6, Unit 7, Unit 8, Viewpointe, Goldorado, Unit 11, Unit 12, Cameron Woods 1-4, Creekside and Cambridge Oaks. These Assessment Districts were initially formed for the purpose of funding the operation, maintenance, repair and replacement of street lighting facilities.

Pre-Proposition 218 Parks and Lighting Districts:

The following Assessment Districts were formed prior to the passage of Proposition 218 and were formed for the purpose of funding the maintenance, repair and replacement of street lighting as well as park and recreational improvements: Bar J 15A Country Club, Bar J 15B Merrychase, Eastwood, Crestview and Cameron Valley Landscaping and Lighting Assessment Districts. These Assessment Districts were also formed for the purpose of paying the costs of servicing such improvements including the costs of water, gas, and other utilities, as well as funding the costs of construction and maintenance of additional street lighting and park and recreational capital improvement projects.

Pre-Proposition 218 Parks District:

The David West Landscaping and Lighting Assessment District was also formed prior to the passage of Proposition 218 for the purpose of funding the maintenance, repair and replacement of park and recreational improvements to fund the costs of water, gas and other utilities servicing such improvements, and the costs of construction and maintenance of additional park and recreational capital improvement projects.

With respect to all of these Assessment Districts formed prior to the passage of Proposition 218, the District adopted Resolutions of Formation for each of the above enumerated Assessment Districts based upon the filing with the District of Written Consents to the proposed formation of each of the above enumerated Assessment Districts by all of the owners of the affected properties within each of such Assessment Districts. The Resolutions of Formation for each of these Assessment Districts was adopted after a public hearing during which members of the public were offered the opportunity to protest against the formation of each of these Assessment Districts.

Post-Proposition 218 Parks and Lighting Districts

The following Assessment Districts were formed after the passage of Proposition 218: Cameron Woods 8 was formed for the purpose of funding the maintenance, repair and replacement of street lighting improvements in that Assessment District. The Silver Springs Assessment District was formed for the purpose of funding the maintenance, repair and replacement of street lighting improvements and park and recreational improvements; to fund the costs of servicing such improvements including the costs of water, gas and other utilities; and to fund the costs of construction and the maintenance of additional street lighting and park and recreational capital improvement projects. As of 2021 the developer broke ground and the common areas were turned over to the Cameron Services District in July 2021, at which point the assessments began to be collected. The Bar J 15A No. 2 Landscaping and Lighting Assessment District was formed to fund the maintenance, repair and replacement of park and recreational improvements, and to pay the costs of servicing such improvements including the costs of water, gas and other utilities. These Assessment Districts formed after the passage of Proposition 218 were formed pursuant to Written Consents filed with the District by all of the property owners within each proposed Assessment District consenting to formation of each of the above enumerated Assessment Districts and consenting to the levying and collection of assessments therein.

Exemptions from Proposition 218

Those Assessment Districts described above formed prior to the passage of Proposition 218 on November 5, 1996 which adopted Article XIID of the California Constitution, were existing as of the effective date of Proposition 218 and fall within two of the four exceptions identified in Article XIID section 5 as existing assessments exempt from the procedural and approval process for assessments detailed in Proposition 218.

The two exceptions delineated in Proposition 218 that are applicable to those Assessment Districts described above existing as of the passage of Proposition 218 are as follows:

- (1) Any assessment imposed exclusively to finance the capital cost or maintenance and operation expenses for sidewalks, streets, sewers, water, flood control, drainage systems or vector control (Cal. Const., art. XIID, § 5, subd. (a)); and
- (2) Any Assessment imposed pursuant to a petition signed by the persons owning all of the parcels subject to the assessment at the time the assessment is initially imposed (Cal. Const., art. XIID, § 5, subd. (b)).

Both of these exceptions from the provisions of Proposition 218 apply to those Assessment Districts formed prior to the passage of Proposition 218. First, these Assessment Districts were formed pursuant to a petition signed by all of the current owners of the real property subject to the assessment in each of these Assessment Districts at the time the assessment was initially imposed, which meets the requirements of California Constitution Article XIID, section 5(b).

The second exemption available is for capital and maintenance costs associated with sidewalks and streets. This exemption is supported by case law decided under the provisions of California Constitution Article XIID, section 5(a). The Board of Directors of the District has adopted the position that street and sidewalk lighting is an integral part of "streets" and "sidewalks" and therefore an existing assessment for the maintenance of such street lighting is exempt under Proposition 218. In the case of *Howard Jarvis Taxpayers Association v. City of Riverside* (1999) 73 Cal.App.4th 679, the Court of Appeal concluded that street lights fall within the definition of "streets" for purposes of Article XIID, section 5(a), which exempts an assessment pre-existing the adoption of Proposition 218 and opposed solely for "street" purposes.

Therefore, those assessments within the Assessment Districts specified above which were formed prior to the passage of Proposition 218 are exempt under both of these exceptions articulated in California Constitution Article XIIB, sections 5(a) and (b).

Those procedures and approval processes with respect to which these Assessment Districts are exempt are as follows:

(1) Procedural requirements regarding the imposition of assessments including (a) identification of all parcels which will have special benefit conferred upon them by the improvements or services funded by the assessment; and (b) differentiation between "special benefit" and "general benefit" conferred on properties from the improvement and/or services funded with assessment proceeds; and (c) allocation of assessments per parcel dependent upon the proportion of special benefit to each property in relationship to the entirety of the costs of acquiring or constructing an improvement or of maintaining and operating such an improvement among the parcels to be assessed; and (d) the assessment on a parcel may not exceed the reasonable cost of the "proportional special benefit" conferred on that parcel by the improvements or services funded with assessment proceeds; and (e) procedural requirements including the 45-day mailed notice to property owners of the proposed assessment; an opportunity for property owners to protest by ballot against the proposed assessment at a public hearing; and prohibition of any assessment if a majority protest exists. A "majority protest" is defined as ballots from property owners submitted in opposition to the assessments amounting to more than 50% of the total ballots submitted by property owners, with ballots submitted weighted according to the proportional financial obligation for paying assessments for each affected parcel.

In light of the fact that the Assessment Districts specified above formed prior to the adoption of Proposition 218 on November 5, 1996 comply with the definitions of two of the exemptions in Proposition 218 as specified above, the assessments levied within each of those Assessment Districts are exempt from the substantive and procedural requirements outlined above.

Those Assessment Districts enumerated above formed after the adoption of Proposition 218 (Cameron Woods 8, Silver Springs and Bar J 15 K No. 2) were each formed pursuant to the unanimous consent of each of the property owners owning property within each such Assessment Districts at the time of formation of the Assessment Districts, and such property owners requested that such Assessment Districts be formed. The Engineer's Report demonstrates that these three Assessment Districts formed after the adoption of Proposition 218 comply with the procedural and substantive requirements of Proposition 218.

Assessment Continuation Procedures

This Engineer's Report ("Report") was prepared to establish the budget for the capital improvements, maintenance and services expenditures that are proposed to be funded in each of the Assessment Districts by the proposed 2023-24 assessments, to determine the special benefits received from the street lighting and landscaping maintenance and capital improvements to real property within each of the Assessment Districts, and to specify the method of assessment apportionment to lots and parcels within each Assessment District. This Report and the proposed assessments have been made pursuant to the Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the California Streets and Highways Code (the "Act") and Article XIII D of the California Constitution (the "Article").

This Report describes each of the Assessment Districts and the proposed assessments for each Assessment District for fiscal year 2023-24. The proposed assessments are based on the estimated cost to operate, maintain and service the improvements in each Assessment District that provide a direct and special benefit to the properties within each such Assessment District.

In each subsequent year for which the assessments will be continued, the CPCSD Board must direct the preparation of an Engineer's Report, budgets and proposed assessments for each of the Assessment Districts for the upcoming fiscal year. After the Engineer's Report is completed, the Board may preliminarily approve the Engineer's Report and proposed assessments and establish the date for a public hearing on the continuation of the assessments. This Report was prepared pursuant to the direction of the Board adopted on April 19, 2023.

If the Board preliminarily approves this Engineer's Report and the continuation of the assessments by resolution, a notice of assessment levies must be published in a local paper at least 10 days prior to the date of the public hearing. The resolution preliminarily approving the Engineer's Report and establishing the date for a public hearing is used for this notice.

Following the minimum 10-day time period after publishing the notice, a public hearing is held for the purpose of allowing public testimony about the proposed continuation of the assessments. This hearing is currently scheduled for July 19, 2023.

Following consideration of public comments at a public hearing, and review of the Final Annual Engineer's Report, the Board of Directors ("the Board") of the CPCSD may order amendments to the Report or confirm the Report as submitted.

At this hearing, the Board will consider approval of a resolution confirming the assessments for fiscal year 2023-24 in each of the Assessment Districts. If so confirmed and approved, the assessments will be submitted to the County Auditor/Controller for inclusion on the property tax rolls for Fiscal Year 2023-24.

The word "parcel," for the purposes of this Report, refers to an individual property assigned its own Assessment Number by the Assessor's Office. The El Dorado County Auditor/Controller uses Assessment Numbers and specific Fund Numbers to identify on the tax roll properties assessed for special district benefit assessments. These numbers are shown by District in detail in the Report.

Legal Analysis

DISCUSSION OF BENEFIT REQUIRED BY PROPOSITION 218

Assessments can only be levied based on the special benefit to property conferred by the improvements or services funded with the assessment revenue. This special benefit to assessed real property must be demonstrated to be over and above any general benefits. Proposition 218 has clarified that the assessments levied by the CPCSD must comply with the following two criteria: (1) assessments must be demonstrated to provide “special benefit” to the parcels of real property upon which the assessment is levied, and not for general benefit to the public and society at large, including non-property owners such as tenants and visitors to district facilities; and (2) no assessment may be imposed on any parcel of real property which exceeds the reasonable costs of the proportional special benefit conferred on that particular parcel.

The legislative history behind Proposition 218, the adoption by the Legislature of the Proposition 218 Omnibus Implementation Act and appellate case law interpreting the provisions of Proposition 218 demonstrate the analysis that the Board of Directors of the CPCSD must undertake in order to determine the amount of special benefit to assessed real property from the identified street lighting, park, recreational, landscaping and maintenance funded by assessment revenues, and the limitation that such assessments should not exceed the costs of the proportional special benefit to each such parcel as required by Proposition 218.

The State of California Legislative Analyst’s impartial analysis of Proposition 218 states that first, local governments must estimate the amount of “special benefit” landowners receive, or would receive, from the improvements or services. If such improvements or services provide both special benefits to that parcel of real property and general benefits to members of the public and non-property owners such as tenants and visitors, then the CPCSD may charge landowners only for the cost of providing the special benefit. The CPCSD must use general revenue such as property taxes and user fees to pay the remaining portion of the costs of improvements or services. Second, the District must ensure that no property owner’s assessment is greater than the cost to the CPCSD to provide those improvements or maintenance services to benefit that particular owner’s property.

The CPCSD, by means of this Engineer's Report, must estimate the amount of "special benefit" landowners receive from the identified street lighting, park, recreational and landscaping improvements, and associated maintenance, repair and replacement services funded with assessment revenues. If these identified street lighting, park, recreational and landscaping improvements, and associated maintenance, repair and replacement services provide both special benefits to property owners within the Assessment Districts and general benefits to non-property owners such as tenants and visitors, then the CPCSD must quantify the special benefit to properties received from those identified street lighting, park, recreational and landscaping improvements, and associated maintenance, repair and replacement services, and also quantify the amount of general benefit received by non-property owners such as tenants and visitors from such improvements and maintenance services.

In addition, Section 22573 of the Landscaping and Lighting Act of 1972 provides as follows:

"The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements."

Five recent court cases construing the assessment provisions of Proposition 218 demonstrate the process that the District must utilize to satisfy Proposition 218's special benefit and proportionality requirements.

Silicon Valley Taxpayers Association, Inc. v Santa Clara County Open Space Authority

In July of 2008, the California Supreme Court issued its ruling on the Silicon Valley Taxpayers Association, Inc. v. Santa Clara County Open Space Authority ("SVTA"). This ruling is the most significant court case in further legally clarifying the substantive assessment requirements of Proposition 218.

This case dealt with an open space assessment. The Court emphasized that the Engineer's Report must demonstrate distinct benefits to particular properties above and beyond those which the general public using and enjoying the open space receives. The Court also noted that such special benefits would likely result from factors such as proximity, improved access, and views.

Several of the most important elements of the ruling included further emphasis that:

- Benefit assessments are for special, not general, benefit
- The services and/or improvements funded by assessments must be clearly defined
- Special benefits are directly received by and provide a direct advantage to property in the assessment district

Dahms v. Downtown Pomona Property

A similar holding can be found in the Court of Appeals 2009 decision upholding the business improvement district assessment to fund supplemental municipal services in the case of Dahms v. Downtown Pomona Property and Business Improvement District (2009) 174 Cal.App.4th 708. In that case, the Court held that services provided to assessed property including security, street maintenance, and marketing, promotion and special events for property owners within the Assessment District were all special benefits conferred on parcels within the Assessment District because they “affected the assessed property in a way that is particular and distinct from their effect on other parcels and that real property in general and the public at large do not share.” The Court further held that under Proposition 218, the cap on the total assessment is the entirety of the reasonable cost of the special benefit conferred on all parcels by the improvements and services funded by assessment revenue. The Court also noted that if special benefits themselves produce certain general benefits to the public at large, the value of those general benefits need not be deducted before the caps on the special benefits which the assessments provide are calculated. Therefore, the Court concluded that security, maintenance, and special event services specially benefit property within an Assessment District and may be apportioned according to the cost of providing those services.

Beutz v. County of Riverside

The case of Beutz v. County of Riverside (2010) 194 Cal.App.4th 1516 dealt with an assessment under the Landscaping and Lighting Act of 1972 and concluded that Proposition 218 permits assessments to fund maintenance, repair and replacement of park and recreational facilities when supported by an adequate Engineer’s Report. The Court concluded that park and recreational improvements, maintenance, and park and recreational services confer special benefit on property. However, the Court noted that the Engineer’s Report in that case did not separate and quantify the degree of special benefit to properties being assessed for such services, as opposed to the general benefit conferred on members of the public such as nonproperty owners, tenants and visitors from such park improvements and services. The Court noted that the nature and extent of general and special benefits from the park improvements and maintenance services must be quantified in relationship to each other based on credible solid evidence.

Golden Hill Neighborhood Association v. City of San Diego

In the recent Court of Appeal case of *Golden Hill Neighborhood Association v. City of San Diego* (2011) 199 Cal.App.4th 416, the city levied an assessment under the Landscaping and Lighting Act for maintenance services consisting of trash removal, sidewalk sweeping and washing, landscaping, graffiti abatement and trail and canyon beautification. The Court implicitly found that such services do provide special benefit to the property being assessed from those services pursuant to the requirements of Proposition 218. However, the Court found that the Engineer's Report did not appropriately analyze how much of the benefit of a public facility or service accrues to assessed properties (special benefit) and how much accrues to the general public who do not own property within the Assessment District (general benefit). The Court found that all benefits, both special benefits and general benefits, must be identified, separated and quantified. The Court even mentioned a hypothetical example of apportioning of general benefit and special benefit with respect to the benefit of street lighting based on vehicle trips generated by assessed properties as a fraction of total vehicle trips; in other words, in terms of usage of assessment funded facilities and services by owners of assessed properties as opposed to members of the general public.

Bonander v. Town of Tiburon

The town of Tiburon formed an assessment district to fund the cost of moving overhead utility lines underground. The engineer identified special benefits of improved aesthetics, increased safety, and improved service reliability. The degree of benefit to an individual property was dependent on proximity to existing overhead utility lines. The assessment district was divided into three zones. The Court found that it did constitute a special benefit conferred on real property and it is a proper subject for assessment. The Court also found that it is permissible to conclude that all properties in a district benefit equally from a certain type of special benefit, and therefore assess all such properties an equal assessment amount. The Court concluded that just because a particular benefit is conferred equally upon all properties in an assessment district does not compel the conclusion that it is not tied to particular parcels of property. Finally, the Court found that the town impermissibly used a "cost based" approach in determining the amount of assessment on any given parcel. The Court noted that Proposition 218 requires that the proportional special benefit derived by each parcel shall be determined depending on the entirety of the capital cost of a public improvement, or its maintenance and operation expenses, and not just as costs incurred in each zone. The Court noted that Proposition 218 requires the amount of the assessment to be proportional to the benefits conferred on the property, not the costs incurred.

Compliance with Current Law

This Engineer's Report and the process used to establish these proposed assessments for 2023-24 in the three assessment districts subject to the requirements of Proposition 218 (Cameron Woods 8, Silver Springs and Bar J 15 A No.2) are consistent with the case law described above and with the requirements of Articles XIIC and XIID of the California Constitution based on the following factors:

1. Those Assessment Districts formed prior to the passage of Proposition 218 and with the unanimous approval of property owners within each such Assessment District are exempt from the provisions of Proposition 218 pursuant to the provisions of Article XIID, sections 5(a) and 5(b).
2. All of the Assessment Districts are narrowly drawn to include only small neighborhoods in which all parcels receive special benefits from the street lighting and park and recreation improvements constructed within that particular Assessment District. Such small neighborhood Assessment Districts ensure that all street lighting and park and recreation improvements constructed and maintained with assessment proceeds are located in close proximity to all parcels of real property subject to the assessment in each Assessment District and therefore provide direct special benefit to each of such parcels in each Assessment District pursuant to the case law specified above.

The fact that the street lighting, park and recreational improvements and maintenance, repair and replacement services for those improvements have some limited general benefit to the public at large including non-property owners, tenants and visitors, does not mean that they do not also have a special benefit to property owners whose parcels are assessed. The Engineer's Report is consistent with case law cited above because the assessments have been apportioned based on the entirety of the capital cost of the Improvements and maintenance thereof and based on proportional special benefit to each parcel of real property within each Assessment District.

While such improvements and maintenance may provide some benefits to the general public despite the neighborhood character of such improvements, when special benefits can be identified they may be separated from general public benefits and their costs imposed as assessments on the properties to which those special benefits accrue. This Engineer's Report is consistent with the decisions mentioned above in *Beutz*, *Dahms*, and *Golden Hill* because the street lighting and park and recreation improvements and maintenance will directly and specially benefit property in the Assessment District and whatever limited general benefits exist have been explicitly calculated, quantified, and excluded from the assessments.

The assessments paid by each parcel within each Assessment District are proportional to the special benefit that each parcel within each Assessment District receives from such improvements and maintenance because:

The assessment imposed on each parcel within each Assessment District does not exceed the costs incurred by CPCSD in providing such street lighting and park and recreation improvements and maintenance to each such parcel as specified in this Engineer's Report.

- a. The use of a variety of small neighborhood Assessment Districts ensures that the street lighting, park, landscaping and recreational improvements constructed and maintained with assessment proceeds are located in close proximity to all parcels of real property subject to the assessment, thereby ensuring that such improvements provide special benefit to each of the parcels in each Assessment District paying such assessments.
- b. Due to the proximity of the parcels of real property in each Assessment District to the street lighting and park and recreation capital improvements and maintenance funded with assessment proceeds, such properties receive a special benefit from such improvements and maintenance distinct from the benefit of other parcels of real property outside of each Assessment District. The nature of the neighborhood street lighting and park and recreational improvements within each Assessment District ensures that the special benefit from such improvements accrue to the residents of the parcels comprising each such Assessment District. The street lighting and neighborhood park and recreational facilities located within such Assessment Districts are not extensively used by non-property owners such as visitors and guests due to their neighborhood character. The extent to which such neighborhood facilities within each Assessment District are utilized by non-property owners such as visitors and guests, such use constitutes a general benefit which is calculated in the section of this Engineer's Report which follows entitled "Calculating General Benefit."

Plans and Specifications

The work and improvements proposed to be undertaken by the Assessment Districts and the cost thereof paid from the levy of the continued assessments provide special benefit to Assessor Parcels within the Assessment Districts as defined in the Method of Assessment herein. In addition to the definitions provided by the Landscaping and Lighting Act of 1972, (the "Act") the work and improvements (the "Improvements") are generally described as follows:

Installation, maintenance and servicing of public facilities and improvements, including, but not limited to, turf and play areas, landscaping, ground cover, shrubs and trees, irrigation systems, drainage systems, lighting, street lighting, public lighting facilities, fencing, entry signs and associated appurtenances and labor, materials, supplies, utilities and equipment, as applicable, at each of the locations owned, operated or maintained by the Cameron Park Community Services District. Any plans and specifications for these improvements will be filed with the General Manager of the Cameron Park Community Services District and are incorporated herein by reference.

As applied herein, "Installation" means the design and construction of public improvements, including, but not limited to, land preparation, such as grading, leveling, cutting and filling, sod, landscaping, irrigation systems, sidewalks and drainage, and lights.

"Maintenance" means the furnishing of services and materials for the ordinary and usual maintenance, operation and servicing of any improvement, including repair, removal or replacement of all or any part of any improvement; providing for the life, growth, health, and beauty of landscaping, including cultivation, irrigation, trimming, spraying, fertilizing, or treating for disease or injury; the removal of trimmings, rubbish, debris, and other solid waste, and the cleaning, sandblasting, and painting of walls and other improvements to remove or cover graffiti.

"Servicing" means the furnishing of electric current, or energy, gas or other illuminating agent for any public lighting facilities or for the lighting or operation of any other improvements, or water for the irrigation of any landscaping, the operation of any fountains, or the maintenance of any other improvements.

Descriptions of the Districts

Services for Individual Districts

Each of the Assessment Districts within CPCSD provide for the installation, maintenance and servicing of street lighting and/or park and recreational improvements located within each such Assessment District. The following table provides further detail regarding the public improvements funded in the individual Assessment Districts.

TABLE 1 – SERVICES FOR INDIVIDUAL DISTRICTS

District	Services Provided	
30. Airpark	Street Lights (112) LS 70 Watt	
31. Unit 6	Street Lights (92) LS-1A 70 Watt	
32. Unit 7	Street Lights (72) LS-1A 70 Watt	
33. Unit 8	Street Lights (70) LS-1 70 Watt	
34. Viewpointe	Street Lights (15) LS-1 70 Watt	
35. Goldorado	Street Lights (18) LS-1 70 Watt	
36. Unit 11	Street Lights (33) LS-1 70 Watt	
37. Unit 12	Street Lights (74) LS-1 70 Watt	
38. Cameron Woods 1-4	Street Lights (42) LS-1 70 Watt	
39. Bar J 15A Country Club	Street Lights (103) LS-1 70 Watt	Landscaping, etc.
40. Bar J 15B Merrychase	Street Lights (8) LS-1E-HPS Watt	Landscaping, etc.
41. Creekside	Street Lights (12)(HPSVL), LS-1D, 70 W	
42. Eastwood	Street Lights (8) LS-1 70 Watt	Landscaping, etc
43. David West	No lights	Landscaping, etc
44. Cambridge Oaks	Street Lights (9) (HPSVL), LS-1D, 70 W	
45. Northview	Street Lights (10) LS1-D 70 W	Landscaping, etc
46. Cameron Valley	Street Lights (6) LS-1 70 Watt	Landscaping, etc
47. Cameron Woods 8	Street Lights (8) LS-1 70 Watt	
48. Silver Springs	No lights	Landscaping, etc
50. Bar J 15A No 2	No lights	Landscaping, etc

* Lights throughout the Landscaping and Lighting District #43 ('LLAD #43') are owned by the CSD and are not the responsibility of the LLAD #43.

District Boundaries and Specific Areas Maintained

A description of the boundaries, areas maintained, and improvements are described in detail below for each district.

Airpark (LLAD #30)

BOUNDARIES: El Dorado County Map Book, 083, pages 14 through 24, pages 47, 48, and pages 51 through 54, inclusive.

Improvements:

New:

- No Planned Projects.

Existing:

- 112 LS 70W streetlight lamps including maintenance (performed by PG&E) and electrical service. The streetlights, listed by PG&E service number, are shown in Table 2, below:

TABLE 2 – AIRPARK STREET LIGHTS

114	124	134	144	154	164	174	184	194	204	214	224
115	125	135	145	155	165	175	185	195	205	215	225
116	126	136	146	156	166	176	186	196	206	216	
117	127	137	147	157	167	177	187	197	207	217	
118	128	138	148	158	168	178	188	198	208	218	
119	129	139	149	159	169	179	189	199	209	219	
120	130	140	150	160	170	180	190	200	210	220	
121	131	141	151	161	171	181	191	201	211	221	
122	132	142	152	162	172	182	192	202	212	222	
123	133	143	153	163	173	183	193	203	213	223	

Unit 6 (LLAD #31)

BOUNDARIES: El Dorado County Map Book, 083, pages 25 through 33, inclusive.

Improvements:

New:

- No Planned Projects.

Existing:

- 92 LS-1A, 70W street light lamps including maintenance (performed by PG&E) and electrical service. The streetlights, listed by PG&E service number, are shown in Table 3, below:

TABLE 3 – UNIT 6 STREET LIGHTS

1	13	23	33	46	57	73	84	96	109
2	14	24	34	48	58	74	85	98	111
4	15	25	35	49	59	75	86	99	
5	16	26	36	50	60	76	87	101	
6	17	27	37	51	64	77	88	103	
7	18	28	38	52	67	78	89	104	
8	19	29	39	53	68	79	90	105	
10	20	30	40	54	69	80	93	106	
11	21	31	44	55	70	81	94	106	
12	22	32	45	56	71	83	95	107	

Unit 7 (LLAD #32)

BOUNDARIES: El Dorado County Map Book, 083, pages 04 through 13, and pages 42 and 55, inclusive; Map Book 102, page 39; Map Book 116, page 01 parcel 1.

Improvements:

New:

- No Planned Projects.

Existing:

- 72 LS-1A, 70W streetlight lamps including maintenance (performed by PG&E) and electrical service. The streetlights, listed by PG&E service number, are shown in Table 4, below:

TABLE 4 – UNIT 7 STREET LIGHTS

226	233	240	247	255	263	270	277	285	292	299
227	234	241	249	256	264	271	278	286	293	300
228	235	242	250	257	265	272	279	287	294	
229	236	243	251	259	266	273	280	288	295	
230	237	244	252	260	267	274	281	289	296	
231	238	245	253	261	268	275	282	290	297	
232	239	246	254	262	269	276	284	291	298	

Unit 8 (LLAD #33)

Boundaries: El Dorado County Map Book, 082, pages 52 through 60, page 62 through 64, pages 66 through 68, pages 70, 71, 73, 76, 77, 79, and 82 through 84, inclusive.

Improvements:

New:

- No Planned Projects.

Existing:

- 70 LS-1A, 70W streetlight lamps including maintenance (performed by PG&E) and electrical service. The streetlights, listed by PG&E service number, are shown in Table 5, below:

TABLE 5 – UNIT 8 STREET LIGHTS

305	315	322	333	340	347	355	364	372	380
306	316	326	334	341	348	356	365	373	381
308	317	327	335	342	349	357	366	374	382
311	318	328	336	343	350	359	367	375	383
312	319	330	337	344	351	360	369	376	525
313	320	331	338	345	352	362	370	377	527
314	321	332	339	346	353	363	371	379	528

Viewpointe (LLAD #34)

BOUNDARIES: El Dorado County Map Book 116, pages 39, 40 and 42, inclusive.

Improvements:

New:

- No Planned Projects.

Existing:

- 15 LS-1, 70W streetlight lamps including maintenance (performed by PG&E) and electrical service. The streetlights, listed by PG&E service number, are shown in Table 6, below:

TABLE 6 – VIEWPOINTE STREET LIGHTS

289	294	297	300	653
290	295	298	301	654
291	296	299	648	655

Goldorado (LLAD #35)

BOUNDARIES: El Dorado County Map Book 083, pages 34, 45 and 50, 61 inclusive.

Planned Projects for 2023-24

- Expected outreach for possible rate Increase and other funding mechanisms to address assessment shortfalls that jeopardize the ability of the LLD's to maintain necessary maintenance service levels.

Improvements:

New:

- No Planned Projects.

Existing:

- 18 LS-1, 70W streetlight lamps including maintenance (performed by PG&E) and electrical service. The streetlights, listed by PG&E service number, are shown in Table 7, below:

TABLE 7 – GOLDORADO STREET LIGHTS

656	659	661	666	667	670	672	674	677
658	660	662	666	669	671	673	676	680

Unit 11 (LLAD #36)

BOUNDARIES: El Dorado County Map Book 116, pages 8 through 27, pages 41, 45 56, and 62, inclusive.

Improvements:

New:

- No Planned Projects.

Existing:

- 33 LS-1, 70W streetlight lamps including maintenance (performed by PG&E) and electrical service. The streetlights, listed by PG&E service number, are shown in Table 8, below:

TABLE 8 – UNIT 11 STREET LIGHTS

470	474	478	484	488	492	496	500	506
471	475	480	485	489	493	497	502	
472	476	482	486	490	494	498	503	
473	477	483	487	491	495	499	504	

Note: PG&E service number 1177, 1178, 1179, 1253, 1254, 12255, 1256 are lights within the common area of the HOA and are not maintained by the Unit 11 LLAD.

Unit 12 (LLAD #37)

BOUNDARIES: El Dorado County Map Book, 116, pages 28 through 37 and pages 44, 57 and 61, inclusive

Improvements:

New:

- No Planned Projects.

Existing:

- 74 LS-1, 70W streetlight lamps including maintenance (performed by PG&E) and electrical service. The streetlights, listed by PG&E service number, are shown in Table 9, below:

TABLE 9 – UNIT 12 STREET LIGHTS

533	540	554	561	568	575	582	589	596	604	611
534	541	555	562	569	576	583	590	597	605	612
535	542	556	563	570	577	584	591	599	606	613
536	548	557	564	571	578	585	592	600	607	656
537	549	558	565	572	579	586	593	601	608	
538	552	559	566	573	580	587	594	602	609	
539	553	560	567	574	581	588	595	603	610	

Cameron Woods 1-4 (LLAD #38)

Boundaries: El Dorado County Map Book, 083, pages 46 and 49, and Map Book, 070, pages 37, 42, and 46, and 070-011-33, inclusive.

Improvements:

New:

- No Planned Projects.

Existing:

- 42 LS-1, 70W streetlight lamps including maintenance (performed by PG&E) and electrical service. The streetlights, listed by PG&E service number, are shown in Table 10, below:

TABLE 10 – CAMERON WOODS 1-4 STREET LIGHTS

530	534	538	542	721	725	1172	1297	1301	1305	1359
531	535	539	543	722	1169	1173	1298	1302	1306	1360
532	536	540	544	723	1170	1174	1299	1303	1307	
533	537	541	720	724	1171	1175	1300	1304	1358	

Bar J 15A Country Club (LLAD #39)

Note: Bar J15-A Landscaping and Lighting District has a deficit. Bar J15-A No. 2 was formed to cover costs and services that would otherwise be reduced or eliminated. During fiscal year 2014-15, a major fencing project was completed in Bar J-15A and Bar J15-A No 2 – the funding for this project came from non-assessment revenue and contributed to the general fund offset.

BOUNDARIES: El Dorado County Map Book, 119, pages 05 through 07, 13 through 18, and 20 through 26, inclusive. (Formally Map Book, 108, pages 08 through 10, 16 through 21, 29 through 32, and 35 through 37, inclusive.)

Improvements:

New:

- No Planned Projects.

Existing:

- 103 LS-1, 70W streetlight lamps including maintenance (performed by PG&E) and electrical service. The streetlights, listed by PG&E service number, are shown in Table 11, below:

TABLE 11 – BAR J 15A COUNTRY CLUB STREET LIGHTS

684	693	702	711	728	737	746	755	790	799	808	817
685	694	703	712	729	738	747	756	791	800	809	818
686	695	704	713	730	739	748	783	792	801	810	819
687	696	705	714	731	740	749	784	793	802	811	820
688	697	706	715	732	741	750	785	794	803	812	
689	698	707	716	733	742	751	786	795	804	813	
690	699	708	718	734	743	752	787	796	805	814	
691	700	709	726	735	744	753	788	797	806	815	
692	701	710	727	736	745	754	789	798	807	816	

- Irrigated landscape area of 56,378 square feet., 6,746 linear feet of irrigation piping (plus water sourcing and electricity for the irrigation controller), and 104 trees
- 16,740 square feet. of walk area (asphalt)

Bar J 15B Merrychase (LLAD #40)

BOUNDARIES: El Dorado County Map Book 119, pages 27 and 28 inclusive, and 119-190-12. (Formally Map Book, 108, pages 40 and 41, inclusive. Except 108-404-1.)

The improvements to be maintained include landscaping within the landscape corridors on the South side of Country Club Drive between Trinidad Drive and Merrychase Drive, the West side of Merrychase Drive between Country Club Drive and Lot B; both sides of Casa Largo Way; and the South side of Trinidad Drive between Country Club Drive and Lot B.

Improvements:

New:

- No Planned Projects.

Existing:

- 8 LS-1E HPS 70-watt streetlight lamps including maintenance (performed by PG&E) and electrical service. The streetlights, listed by PG&E service number, are shown in Table 12, below:

TABLE 12 – BAR J 15B MERRYCHASE STREET LIGHTS

1083	1084	1085	1086	1087	1088	1089	1090
------	------	------	------	------	------	------	------

- Irrigated landscape area of 45,928 square feet, 6,746 linear feet of irrigation piping (plus water sourcing and electricity for the irrigation controller), and 133 trees
- 1,135 linear feet of concrete masonry wall with 16 plaster pilasters
- 16,920 square feet of walk area (concrete)

The improvements to be serviced include 8 existing streetlights, with a cost of \$13.94 per light, per month. Schedule LS-1E HPS 70 W, PG&E owned Street and Highway Lighting. Maintenance to be performed by PG&E; energy costs to be paid by the district. Energy costs also include the irrigation controller service.

Energy costs for 8 LS-1E-HPS 70 W, located at the following streets or intersections.

Trinidad Drive	3 each
Gailey Circle	3 each
Gailey Court	1 each
Casa Largo Way and Merrychase Drive	1 each

Creekside (LLAD #41)

BOUNDARIES: El Dorado County Map Book, 116, pages 53 and 55, inclusive.

Planned Projects for the future

- Expected outreach for possible Rate Increase and other funding mechanisms to address assessment shortfalls that jeopardize the ability of the LLD’s to maintain necessary maintenance service levels.

Improvements:

New:

- No Planned Projects.

Existing:

- 12 (HPSVL), LS-1D, 70 W streetlight lamps including maintenance (performed by PG&E) and electrical service. The streetlights, listed by PG&E service number, are shown in Table 13, below:

TABLE 13 – CREEKSIDE STREET LIGHTS

758	759	760	761	762	763	764	765	1120	1121	1122	1123
-----	-----	-----	-----	-----	-----	-----	-----	------	------	------	------

Eastwood (LLAD #42 – Park and Landscape Corridor)

BOUNDARIES: El Dorado County Map Book, 70, pages 32 through 36, 38 and 41, inclusive.

The improvements to be maintained include two elements:

The established park, identified as Lot A, formed by the boundaries of Culver Lane, Veld Way, and Canoga Lane within the Eastwood Park Development Area.

The landscape corridor on the north side of Meder road between Lots 137 and 148 and on the south side of Meder Road between Lots 3 and 17 (refer to pages 6 and 7), as well as the setback landscape areas adjacent to Lots 6 and 7 at Veld Way.

Improvements:

Possible projects:

- Eastwood signage at the park
- Replace flagpole and modernize the base
- Add concrete around the picnic area
- Have an arborist do an assessment of the oak trees
- Dress up the landscaping on the NW corner of the park

Existing:

- Tree wells

- Irrigation upgrade (spray irrigation/drip irrigation systems)
- Shrubs
- Bark landscape to Meder Rd.
- 8 (HPSVL), LS-1D, 70 W streetlight lamps including maintenance (performed by PG&E) and electrical service. The streetlights, listed by PG&E service number, are shown in Table 14, below:

TABLE 14 – EASTWOOD STREET LIGHTS

1140	1142	1143	1146	1147	1182	1183	1257
------	------	------	------	------	------	------	------

- Irrigated landscape area of 122,330 square feet, 10,804 linear feet of irrigation piping (plus water sourcing and electricity for the irrigation controllers)
- 1,970 linear feet of concrete masonry wall with 8 brick pilasters
- Four picnic tables, trash receptacles, dog waste stations, dog waste pick-up signs and drinking fountain
- 47 existing trees and 428 miscellaneous shrubs
- Irrigation controllers: 3 each
- Energy costs for 9 LS1-D 70W and 1 spotlight

David West Park (LLAD #43)

Note: In 2011 the Cameron Park CSD conducted several outreach meetings and a balloting. The Community was not supportive of the proposed measure. Cameron Park CSD will determine the next steps.

BOUNDARIES: El Dorado County Map Book, 119, pages 29 and 30 inclusive (formally Map Book 108, pages 44 and 45, inclusive.)

The improvements to be maintained include the landscaping within the landscape corridor on the north side of Crazy Horse Road between Lot B to the east and Lots D and 8 to the west (refer to book: 108 page 44). The Park, Lot C, generally formed by the boundaries of Highway 50 and Crazy Horse Road, and Lots B, D & 8 in the Cambridge Oaks Development Area. This is a multi-use facility adaptable to baseball, soccer, or general recreation purposes.

Improvements:

New:

- No Planned Projects.

Existing:

- Irrigated landscape area of 98,400 square feet, 5,960 linear feet of irrigation piping (plus water sourcing and electricity for the irrigation controllers)

- 66 trees, plants, shrubs, ground cover
- 2,760 square feet of concrete walkways, 1,200 linear feet of wood header, 125 linear feet of temporary (retractable) fencing, and 1,560 linear feet of permanent chain-link fence
- Three-foot monument dedicating park to David West
- ADA accessibility
- 2,400 sq. foot asphalt parking lot (space for approx. 15 cars)
- Two picnic tables and free-standing water fountains
- Full, chain-link backstop, two sets of bleachers, snack shack/scorers building

Cambridge Oaks (LLAD #44)

BOUNDARIES: El Dorado County Map Book, 119, pages 29 and 30 inclusive (formally Map Book 108, pages 44 and 45, inclusive.)

Improvements:

New:

- No Planned Projects.

Existing:

- 9 (HPSVL), LS-1D, 70W streetlight lamps including maintenance (performed by PG&E) and electrical service. The streetlights, listed by PG&E service number, are shown in Table 15, below:

TABLE 15 – CAMBRIDGE OAKS STREET LIGHTS

C1023	C1024	C1025	C1026	C1027	C1028	C1033	C1034	C1035
-------	-------	-------	-------	-------	-------	-------	-------	-------

Northview (LLAD #45)

BOUNDARIES: El Dorado County Map Book, 083, page 57 and 58, inclusive.

The improvements to be maintained include the landscaping within the landscape improvements along the northerly side of Meder Road and the west side of Auburn Hills Drive adjacent to the Northview (Cameron Ridge) development. This includes such items as plant material, irrigation, and masonry walls with pilasters and entry signage. Also included are landscape improvements in the open space area between Ashland Drive and the northerly boundary of the development. The improvements, which are further described in Part A of the report, are being furnished and installed by and at the developer’s expense with the exception of planned park improvements and the sidewalk running along the west side of Auburn Hills Drive between lots 1 and 51, also described in Part A of this report. These park improvements and the sidewalk are being installed by the CPCSD at the expense of Assessment District No. 45 through the establishment of a capital fund. Maintenance of all the described facilities, including a replacement fund, is being funded by the assessment district.

Improvements:

New:

- No Planned Projects.

Existing:

- ADA compliant pathway
- Park entrance signage at Auburn Hills
- Security lighting
- Signage throughout park
- 10 street light lamps including maintenance (performed by PG&E) and electrical service.

The streetlights, listed by PG&E service number, are shown in Table 16, below:

TABLE 16 – NORTHVIEW STREET LIGHTS

1258	1259	1260	1261	1262	1271	1272	1273	1274	1275
------	------	------	------	------	------	------	------	------	------

- Irrigated landscape area of 14,080 square feet, 7,755 linear feet of irrigation piping (plus water sourcing and electricity for the irrigation controllers)
- 72 trees and 465 shrubs
- Playground structure, drinking fountain, picnic table, shaded structure, playground fiber and trash receptacle
- 5,640 square feet of concrete walkways and one wooden gate
- 1,227 linear feet of masonry wall with 16 brick pilasters
- 472 linear feet of concrete header (mow strip)
- Energy costs for 10 LS1-D 70W and 1 spotlight

Cameron Valley Estates (LLAD #46)

BOUNDARIES: El Dorado County Map Book, 070, page 39, 44 and 45, inclusive.

The improvements to be maintained include the landscaping within the landscape improvements along the east and west side of Carousel Lane between Meder Road and Braemer Drive and the northerly side of Drummond Way and Auburn Hills Drive. This includes such items as plant material, irrigation, and masonry walls with pilasters and entry signage. Also included are the four corners around the detention pond between Sinclair and Connery Drive. The improvements, which are further described in Part A of the report, are being furnished and installed by and at the developer’s expense. Maintenance of all the described facilities is being funded by the assessment district.

Improvements:

New:

- No Planned Projects.

Existing:

- 6 street light lamps including maintenance (performed by PG&E) and electrical service. The street lights, listed by PG&E service number, are shown in Table 17, below:

-

TABLE 17 – CAMERON VALLEY ESTATES STREET LIGHTS

1341	1342	1343	1344	1346	1347	1347	1348	1349
------	------	------	------	------	------	------	------	------

- Irrigated landscape area of 45,840 square feet, 9,870 linear feet of irrigation piping (plus water sourcing and electricity for the irrigation controllers)
- 233 trees and 1,755 shrubs
- 11,580 square feet of concrete walkways
- 2,910 linear feet of redwood fencing, and
- 1,640 linear feet of concrete header (mow strip)
- 28,000 square feet of bard
- Energy costs for 9 LS1-D 70W and 1 spotlight

Cameron Woods 8 (LLAD #47)

BOUNDARIES: Assessor Parcel Numbers: 070-470-01 through 34 and 070-480-01 through 25.

Improvements:

New:

- No Planned Projects.

Existing:

- 8 streetlight lamps including maintenance (performed by PG&E) and electrical service. The streetlights, listed by PG&E service number, are shown in Table 18, below:

TABLE 18 – CAMERON WOODS 8

1392	1393	1394	1395	1396	1397	1398	1399
------	------	------	------	------	------	------	------

Silver Springs (LLAD #48)

BOUNDARIES: Assessor Parcel Numbers: 115-370-01 through 03 and 115-370-07 and 115-370-11 and 115-430-01 through 53.

Improvements:

New:

- None.

Existing:

- Irrigated landscape area along Silver Springs Parkway (east side)
- Shrubs
- Redwood perimeter fence
- Masonry pillars along Silver Spring Parkway & Foxmore Lane
- Common wall fencing along Silver Spring Parkway & Foxmore Lane
- Concrete sidewalk

Bar J15-A No. 2 (LLAD #50)

Note: Bar J15-A No. 2 Landscaping and Lighting District was formed to cover costs and services that would otherwise have been reduced or eliminated.

BOUNDARIES: El Dorado County Map Book, 119, pages 05 through 07, 13 through 18, and 20 through 26, inclusive.

Improvements:

New:

- None.

Existing:

- Irrigated landscape area of 56,378 square feet, 6,746 linear feet of irrigation piping (plus water sourcing and electricity for the irrigation controller), and 104 trees
- 16,740 square feet of walk area (asphalt)

Levy Summary by District

TABLE 19 – FY 2023-24 ASSESSMENT REVENUES

District Designation	District Name	FY 2023-24 Total			Levy Per Unit		
		Assessment Levy	Assessable Parcels	Lights	Rate	Method	Eligible for Increase
30	Airpark	\$0	321	112	\$0.00	Per Parcel	No
31	Unit 6	\$16,568	304	92	\$54.50	Per Parcel	No
32	Unit 7	\$12,554	347	72	\$36.18	Per Parcel	No
33	Unit 9	\$15,494	428	70	\$36.20	Per Parcel	No
34	Viewpointe	\$6,218	138	15	\$45.06	Per Parcel	No
35	Goldorado	\$3,100	32	18	varies	varies by size	No
36	Unit 11	\$6,883	307	33	\$22.42	Per Parcel	No
37	Unit 12	\$12,340	331	74	\$37.28	Per Parcel	No
38	Cameron Woods 1-4	\$7,790	164	42	\$47.50	Per Parcel	No
39	Bar J 15A	\$24,265	503	103	\$48.24	Per Parcel	No
40	Bar J 15B Merrychase	\$10,652	43	8	\$190.04	+lots A & B	No
41	Creekside	\$2,449	79	12	\$31.00	Per Parcel	No
42	Eastwood	\$40,908	183	8	\$223.54	Per Parcel	No
43	David West	\$18,150	110	0	\$165.00	Per Parcel	No, capped at \$165
44	Cambridge	\$1,637	110	9	\$14.88	Per Parcel	No
45	Northview	\$29,808	92	10	\$324.00	Per Parcel	No
46	Cameron Valley	\$12,782	120	6	\$106.52	Per Parcel	No
47	Cameron Woods 8	\$0	53	8	\$0.00	Per Parcel	Up to 3%/yr
48	Silver Springs	\$27,123	56	0	\$484.34	Per Parcel	Up to 4%/yr
50	Bar J 15A No. 2	\$22,967	503	0	\$45.66	Per Parcel	Up to 3%/yr
	Total:	\$271,688					

Note:

David West (LLAD 43) has reached the cap set in the original formation documents; the assessment rate for FY 2023-24 will be \$165.00.

Airpark and Cameron Woods 8 will not be levied for fiscal year 2023-24, and Silver Springs and Bar J 15A No. 2 will be levied at rates which are less than the approved Maximum Authorized Rates.

Method of Apportionment

Method of Apportionment

The method used for apportioning the assessment in those three assessment districts subject to the requirements of Proposition 218 (Cameron Woods 8, Silver Springs and Bar J 15 A No. 2) is based upon the relative special benefits to be derived by the properties in the Assessment Districts over and above general benefits conferred on real property or to the public at large. The assessment is apportioned to lots and parcels in proportion to the relative special benefit from the improvements. Special benefit is calculated for each parcel in each such Assessment District using the following process:

1. Identification of all benefit factors from the Improvements and Maintenance;
2. Calculation of the proportion of these benefits that are special and general and quantification of the general benefits;
3. Determination of the relative special benefit per property type;
4. Calculation of the specific assessment for each individual parcel based upon special versus general benefit, property type, and property characteristics.

The assessments levied in all of the other assessment districts are exempt from the substantive and procedural requirements of Proposition 218 (see Exemptions from Proposition 218 at pages 2 through 4 above). The substantive requirements with respect to which such assessment districts are exempt include the following: (1) differentiation between “special benefit” and “general benefit” conferred on properties from the improvements or services funded with assessment proceeds; (2) limitation of the value of the assessment on each parcel by the reasonable cost of the proportional special benefit” conferred on that parcel by the improvements and services funded with the assessments, and (3) allocation of assessments per parcel dependent upon proportional special benefit measured as a proportion of the entirety of the costs of constructing and/or maintaining improvements.

The assessments levied in these assessment districts exempt from the requirements of Proposition 218 are based on an analysis of special benefit as required by the Landscaping and Lighting Act of 1972, which benefit categories are described below.

This section of the Engineer's report includes: (1) a discussion of the special benefits to be provided by the proposed improvements and maintenance services and the method of apportionment of assessments within those assessment districts exempt from Proposition 218; and (2) a discussion of the special benefits and general benefits to be provided by the proposed improvements and maintenance services and the method of apportionment of assessments within those three assessment districts subject to the requirements of Proposition 218.

Special Benefits

In summary, the assessments can only be levied based on the special benefit to property. This benefit is received by property over and above any general benefits. With reference to the requirements for assessments, Section 22573 of the Landscaping and Lighting Act of 1972 states:

"The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements."

Proposition 218, as codified in Article XIID of the California Constitution, has confirmed that assessments must be based on the special benefit to property and that the value of the special benefits must reasonably exceed the cost of the assessment:

"No assessment shall be imposed on any parcel which exceeds the reasonable cost of the proportional special benefit conferred on that parcel."

The following benefit categories summarize the types of special benefit to residential, commercial, industrial and other lots and parcels resulting from the installation, maintenance and servicing of the Improvements to be provided with the assessment proceeds. These categories of special benefit are derived from the case law specified above and from statutes passed by the California Legislature and other studies which describe the types of special benefit received by property from street lighting and park and recreational improvement and maintenance such as those proposed to be funded in each Assessment District. These types of special benefits are summarized below.

1. Proximity to improved public landscaping, lighting, parks and other permanent park and recreational facilities.
2. Illumination of properties and illumination of walkways, roads and other means of access to properties.
3. Increased safety of property due to improved lighting and illumination.
4. Access to improved parks and landscaped areas within the Assessment Districts.
5. Improved Views.
6. Extension of a property's outdoor areas and green spaces for properties within close proximity to park improvements.

Benefit Factors

The special benefits from the Improvements are further detailed below:

Proximity to Improved Public Landscaping, Lighting, Parks and Other Permanent Park and RECREATIONAL FACILITIES

Only the specific properties within close proximity to the Improvements are included in each Assessment District. Therefore, property in the Assessment Districts enjoys unique and valuable proximity and access to the Improvements that the public at large and property outside the Assessment Districts do not share.

The Board has determined that the location, nature and function of the proposed street lighting and park and recreational projects within each Assessment District combine to provide substantially equal benefit to all parcels of real property within each particular land use category within each Assessment District, regardless of the location of that property within the boundaries of each Assessment District.

The reasons for this determination are as follows:

1. With respect to park and recreational improvements, each of those Assessment Districts which use assessment proceeds to fund park and recreational improvements are small with a maximum distance of a parcel of real property to neighborhood park and recreational facility of less than 1/3 mile. Since all parcels of real property within each Assessment District are located within an average radius of less than 453 feet from available park and recreational improvements constructed and maintained with assessment proceeds, the Board has found it reasonable to assess all such parcels within each Assessment District equally for those Assessment Districts which provide park and recreational improvements and maintenance.

Illumination of Properties and Illumination of Walkways, Roads and Other Means of Access to Properties

The assessments in many of the Assessment Districts fund lighting that directly illuminates properties in the Districts, and the means of access to properties, such as walkways and roads. This is a clear and direct advantage to property in the Districts that the public at large and other properties do not receive. For each Assessment District which provides street light improvements and maintenance, each parcel of real property within such Assessment District is located within the boundaries of illumination areas provided by such street light facilities and therefore enjoy special benefit from those facilities not enjoyed by other parcels located outside each such Assessment District.

Increased Safety of Property Due to Improved Lighting and Illumination

Well lighted properties, walkways and roads are safer, so for those Assessment Districts which provide funding for street light improvements and maintenance, the lighting funded by the Assessments also clearly improves the safety of property in the Districts. This is another direct advantage to property within each Assessment District which benefit is not enjoyed by any parcels of real property located outside of each such neighborhood Assessment District which provide street lighting.

Access to Improved Parks and Landscaped Areas Within the Districts

Since the parcels in each Assessment District are the only parcels that enjoy close access to the Improvements, they directly benefit from the unique close access to improved landscaping areas that are provided by the Assessments. This is a direct advantage and special benefit to property in those Assessment Districts with landscaping.

Improved Views

The maintenance of park and recreational landscaped areas in those Assessment Districts providing park and recreational improvements and maintenance provides improved views to those neighborhood properties located within each such Assessment District. The properties in each such Assessment District enjoy close and unique proximity access and views of the Improvements; therefore, the improved and protected views provided by the Assessments are another direct and tangible advantage that is uniquely conferred upon property in that Assessment District.

Extension of a Property's Outdoor Areas and Green Spaces for properties Within Close Proximity to the Improvements

The public parks and landscaped areas within certain specified Assessment Districts provide additional outdoor areas that serve as an effective extension of the land area for those parcels of property located within that particular Assessment District. The park improvements, therefore, provide an important, valuable and desirable extension of usable land area for the direct advantage and special benefit of properties with good and close proximity to the Improvements.

General versus Special Benefit – Cameron Woods 8, Bar J 15A No. 2 and Silver Springs

Article XIII C (Proposition 218) of the California Constitution requires any local agency proposing to increase or impose a benefit assessment to “separate the general benefits from the special benefits conferred on a parcel.” This analysis applies to two of the three assessment districts formed after the adoption of Proposition 218 and subject to its requirements (Cameron Woods 8, Bar J 15 A No. 2; Silver Springs is undeveloped property and no assessments are currently being assessed or collected) The rationale for separating special and general benefits is to ensure that property owners subject to the benefit assessment are not paying for general benefits. The assessment can fund special benefits but cannot fund general benefits. Accordingly, a separate estimate of the special and general benefit is given in this section.

In other words:

$$\text{Total Benefit} = \text{General Benefit} + \text{Special Benefit}$$

There is no widely-accepted or statutory formula for general benefit. General benefits are benefits from improvements or services that are not special in nature, are not “particular and distinct” and are not “over and above” benefits received by other properties. The SVTA decision provides some clarification by indicating that general benefits provide “an indirect, derivative advantage” and are not necessarily proximate to the improvements.

In this report, the general benefit is conservatively estimated and described, and then budgeted so that it is funded by sources other than the assessment.

A formula to estimate the general benefit is listed below:

$$\text{General Benefit} = \text{Benefit to Real Property Outside the Assessment District} + \text{Benefit to Real Property Inside the Assessment District that is Indirect and Derivative} + \text{Benefit to the Public at Large}$$

Special benefit, on the other hand, is defined in the state constitution as “a particular and distinct benefit over and above general benefits conferred on real property located in the district.” The SVTA decision indicates that a special benefit is conferred to a property if it “receives a direct advantage from the improvement (e.g., proximity to a park).” In this assessment, as noted, properties in the Assessment District have close and unique proximity to street lighting, views and access to the park and recreational Improvements that other properties and the public at large do not receive. Therefore, the majority of the benefits conferred to property in each of these Assessment Districts is special, and only minimally received by property outside the Assessment District or by the public at large.

In the 2009 *Dahms* case, the Court upheld an assessment that was 100% special benefit on the rationale that the services funded by the assessments were directly provided within the assessment district and not to parcels located outside the Assessment District. It is also important to note that the improvements and services funded by the assessments in this case are similar to the improvements and services funded by the Assessments described in this Engineer’s Report. The Court found these improvements and services to be 100% special benefit. Also similar to the assessments in this case, the Assessments described in this Engineer’s Report fund improvements and services directly provided within the Assessment District and every benefiting property in the Assessment District enjoys proximity and access to the Improvements. Therefore, *Dahms* establishes a basis for minimal or zero general benefits from the Assessments. However, in this Report, the general benefit is more conservatively estimated and described, and then budgeted so that it is funded by sources other than the Assessment.

Calculating General Benefit

In this section, the general benefit in the Cameron Woods 8, Bar J 15 A No. 2 and Silver Springs Assessment Districts subject to this requirement of Proposition 218 is conservatively quantified.

General Benefit to Property Outside the Assessment District

Properties within the Cameron Woods 8, Bar J 15 A No. 2 and Silver Springs Assessment Districts receive almost all of the special benefits from the Improvements because properties in each Assessment District enjoy unique close proximity and access to the Improvements that is not enjoyed by other properties or the public at large. However, certain properties within the proximity/access radius of the Improvements, but outside of the boundaries of each such Assessment District, may receive some benefit from the Improvements. Since this benefit is conferred upon properties outside the Assessment District boundaries, it contributes to the overall general benefit calculation and will not be funded by the Assessments.

The properties outside of the Bar J 15 A No. 2 Assessment District, which provides park and recreation facilities and maintenance, and within the proximity radii for neighborhood parks in this Assessment District may receive some benefits from the park and recreational Improvements. Since these properties are not assessed for their benefits because they are outside of the area that can be assessed by the District, this is a form of general benefit to the public at large and other property. A 5% reduction factor is applied to these properties in this Assessment District.

The properties outside of the Cameron Woods 8 Assessment District, which provides street lighting improvements and maintenance only, likely do not receive any benefits from the illumination provided by those street lighting improvements. However, guests and visitors to residents and owners of parcels within this Assessment Districts may derive some general benefit from the security provided by such illumination when visiting owners of property within this Assessment District or when traveling on streets located in this Assessment Districts during non-daylight hours. Since the properties owned by such visitors and guests are not assessed for the street lighting benefits because they are outside the area that can be assessed within this Assessment District, this is also a form of general benefit to the public at large and other property which cannot be assessed. A 5% reduction factor is applied to these properties in this Assessment District as such a benefit constitutes general benefit under the case law and legislation discussed above.

General Benefit to Property within the Assessment District

The “indirect and derivative” benefit to property within the Cameron Woods 8, Bar J 15 a No.2 and Silver Springs Assessment Districts is particularly difficult to calculate. A solid argument can be presented that all benefit within each such Assessment District is special, because the Improvements are clearly “over and above” and “particular and distinct” when compared with the baseline level of service and the unique proximity, access and views of the Improvements enjoyed by benefiting properties in each such Assessment District. All of the parcels in each of these assessment districts are either used for residential purposes or are vacant but zoned residential. All such parcels are subject to assessment.

Nevertheless, the SVTA decision indicates there may be general benefit “conferred on real property located in the district.” A measure of the general benefits to property within the Assessment area is the percentage of land area within each Assessment District that is publicly owned and used for regional purposes such as major roads, rail lines and other regional facilities because such properties, while physically within these Assessment Districts, are used for regional purposes and could receive some indirect benefit from the improvements and/or maintenance funded with assessment proceeds, or provide indirect benefits to the public at large. A negligible amount of the land area (~0%) in these Assessment Districts is used for such regional purposes, so this is a measure of the general benefits to property within these Assessment Districts.

General Benefit to the Public at Large

In *Beutz*, the Court opined that general benefits from parks and recreation facilities could be quantified by measuring the use of parks and recreation facilities by people who do not live within the assessment boundaries. In the *Golden Hills* case, the Court opined that general benefits from street lighting facilities could be quantified by measuring the number of vehicle trips within areas served by streetlights by people who do not live within Assessment District boundaries. This Report uses this general benefit measure as the third component of our overall general benefit quantification. Therefore, the general benefit to the public at large from park and recreational improvements provided in Bar J 15 A No. 2 Assessment District can be estimated by the proportionate amount of time that the neighborhood park and recreational facilities located within this Assessment District are used and enjoyed by individuals who are not residents, employees, customers or property owners within this Assessment District. Likewise, the general benefit to the public at large from street lighting facilities and improvements afforded by the Cameron Woods 8 Assessment District can be estimated by the proportionate usage of streets afforded with street lighting facilities by individuals who are visitors and guests of property owners and not residents, customers or property owners within that particular Assessment District. Based upon significant research conducted by SCI, the general benefit from street lighting is estimated to be 5% or less.

SCI has conducted numerous surveys of similar park and recreation facilities in the Sacramento area and other areas in California and has determined that use by the public at large for facilities similar to those located in the Bar J 15 A No. 2 Assessment District is nearly always less than 15%. Therefore, the CPCSD estimates that visitors to neighborhood parks in this Assessment District which provides park and recreational improvements amounts to general benefits to the public at large equal to the amount of 15%.

Total General Benefits

Using a sum of these three measures of general benefit, we find that approximately 20% (5%+0%+15%) of the benefits for the Bar J 15 A No. 2 Assessment District which funds park improvements and maintenance, and approximately 10% (5%+0%+5%) of the benefits for the Cameron Woods 8 Assessment District and Silver Spring Assessment District which funds street lighting improvements and maintenance may be general in nature and should be funded by sources other than the assessment.

General Benefit Calculation – Districts with Parks (Bar J 15 A No. 2)

5% (Outside the Assessment District)
 + 0% (Property within the Assessment District)
 +15% (Public at Large)
 = 20% (Total General Benefit)

General Benefit Calculation – Districts with Streetlights (Cameron Woods 8 Assessment District & Silver Springs Assessment District)

5% (Outside the Assessment District)
 + 0% (Property within the Assessment District)
 +5% (Public at Large)
 = 10% (Total General Benefit)

Non-Assessment Revenue funds General Benefits

This analysis finds that 20% of the total benefit conferred by the park improvements and maintenance funded within the Bar J 15 A No. 2 Assessment District, and 10% of the total benefit conferred by the street lighting improvements and maintenance funded in the Cameron Woods 8 Assessment District and Silver Spring Assessment District may constitute general benefit.

The total budget for installation, maintenance and servicing of the Improvements in each of these Assessment Districts is included in Table 22. The budgets for each of these three Assessment Districts do not reflect the portion of non-assessment revenues contributed by the Cameron Park Community Services District General Fund which pay the following costs: (1) of administration costs; (2) of legal costs; (3) of other overhead costs calculated as 30% of total costs incurred in each such assessment District per regulations of the Uniform Public Construction Cost Accounting Commission; (4) additional capital improvement costs such as the cost of the major fencing project in Bar J 15 A No. 2 completed in fiscal year 2014-15.

The park and recreational improvements in the Bar J 15 A No. 2 assessment district and street lighting improvements in the Cameron Woods 8 assessment district and Silver Springs assessment district were constructed by the original property owners and developers of the homes in each such assessment district as a condition of development. The value of such construction costs can be quantified and monetized. Since the construction of the park improvements and street lighting improvements in these 2 assessment districts was performed by the developers and paid for with non-assessment funds, the total amount of construction costs for such improvements in each such assessment district can be amortized over the life of each of these assessment districts and used to offset the proportion of general benefit resulting from improvements and maintenance services in each of these 2 assessment districts. The annual amount of such offset is conservatively estimated at 25% of the total annual assessment amount in each of these 2 assessment districts.

Hence, this funding from non-assessment sources more than compensates for general benefits, if any, received by the properties within these two assessment districts, because the proportion of general fund contributions to expenses in each such assessment district exceeds the proportion of total benefit in each such assessment District determined to be general benefit.

Method of Assessment

The second step in apportioning assessments for all assessment districts, both those subject to and exempt from the requirements of Proposition 218, is to determine the relative special benefit for each property. This process involves determining the relative benefit received by each property in relation to a single family home, or, in other words, on the basis of Single Family Equivalents (SFE). This SFE methodology is commonly used to distribute assessments in proportion to estimated special benefit and is generally recognized as providing the basis for a fair and appropriate distribution of assessments. For the purposes of this Engineer's Report, all properties are designated a SFE value, which is each property's relative benefit in relation to a single family home on one parcel. In this case, the "benchmark" property is the single family detached dwelling which is one Single Family Equivalent or one SFE.

Assessment Apportionment

The assessments for these Assessment Districts provide direct and special benefit to properties in the districts. All of these assessment districts are residential single family development projects. As such, each residential property receives similar benefit from the improvements. Therefore, the Engineer has determined that the appropriate method of apportionment of the benefits derived by all parcels is on a dwelling unit basis. All improved properties or properties proposed for development are assigned an SFE factor equal to the number of dwelling units developed or planned for the property. The assessments are listed on the Assessment Roll.

Goldorado and Bar J 15B Merrychase Non-Residential Parcels

Tables 20 and 21 on the next page include specific SFE units for the non-residential parcels within Goldorado and Bar J15B Merrychase.

Table 20 – Goldorado Assessment Methodology

35. Goldorado Assessment Methodology		
Size	Parcel	Assessment Per Parcel
0.42	83-340-01-1	\$21.28
0.49	83-340-07-1	\$24.84
0.68	83-340-14-1	\$34.48
2.47	83-451-01-1	\$125.22
0.47	83-453-09-1	\$23.82
0.48	83-453-10-1	\$24.34
0.55	83-453-11-1	\$27.88
0.52	83-453-12-1	\$26.36
0.49	83-453-13-1	\$24.84
0.57	83-453-14-1	\$28.90
1.77	83-453-18-1	\$89.74
2.34	83-453-21-1	\$118.64
0.43	83-453-22-1	\$21.80
16.13	83-454-03-1	\$817.78
1.83	83-455-01-1	\$92.78
4.22	86-456-01-1	\$213.94
4.67	83-456-02-1	\$236.76
4.14	83-456-10-1	\$209.90
3.05	83-456-11-1	\$154.64
1.2	83-456-12-1	\$60.84
0.61	83-456-13-1	\$30.92
0.58	83-456-14-1	\$29.41
0.48	83-456-15-1	\$24.34
1.49	83-456-17-1	\$75.54
0.91	83-456-18-1	\$46.14
1.58	83-456-19-1	\$80.11
4.34	83-500-01-1	\$220.04
0.24	83-610-01-1	\$12.16
0.15	83-610-02-1	\$7.60
0.2	83-610-03-1	\$10.14
0.2	83-610-04-1	\$10.14
0.2	83-610-05-1	\$10.14

Table 21 – Bar J 15B Merrychase

Total assessment = \$10,651.56		
Residential Lots:	\$7,791.64	41= \$190.04 per parcel
Lot A:	\$2,369.65	1 = \$2369.65 per parcel
Lot B:	\$490.27	1 = \$490.27 per parcel

FY 2023-24 Estimate of Cost and Levy Summary

The table on the following page summarizes the 2023-24 estimate of cost by individual Landscaping and Lighting District. The budgets should be considered estimates and final budgets will be approved by the Cameron CSD Board after the end of year reconciliation.

Dedicated funds include funds dedicated to new capital improvements as well as reserve funds. Generally speaking, reserves are kept to less than or equal to revenue for one annual assessment.

Table 22 – Fiscal Year 2023-24 Estimate of Cost

District Designation	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	50	
Assessor Fund Number	20330	20331	20332	20333	20334	20335	20336	20337	20338	20339	20340	20341	20342	20343	20344	20345	20346	20329	20347	20350	
District Description	Airpark	Unit 6	Unit 7	Unit 8	Viewpointe	Goldorado	Unit 11	Unit 12	Cameron Woods 1-4	Bar J 15A Country Club	Bar J 15B Merrychase Creekside	Eastwood	David West	Cambridge Oaks	Northview	Cameron Valley	Cameron Woods 8	Silver Springs	Bar J15-A No. 2	Totals	
EXPENDITURES																					
Salaries										\$17,000	\$7,000	\$17,984	\$17,000		\$17,000	\$9,500		17000	\$0	\$101,030	
Health, Dental, Vision										\$5,450	\$0	\$5,450	\$0		\$0	\$0		0		\$19,994	
Other (WC,Ret, UI/TT)										\$2,868	\$0	\$2,678	\$0		\$0	\$0		\$0		\$7,729	
Total Salaries and Benefits	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$25,318	\$7,000	\$0	\$26,112	\$17,000	\$0	\$17,000	\$9,500	\$0	\$17,000	\$0	\$118,930
Agriculture										\$250		\$1,300	\$2,000		\$500						\$4,050
Equipment/Maintenance										\$2,700	\$600	\$2,700	\$2,700		\$4,000	\$1,450		\$3,150	\$0	\$17,300	
Hydraulic Truck Bed										\$0	\$0				\$0					\$0	\$0
Professional Services												\$6,000	\$1,100		\$1,200						\$8,300
Equipment Rental													\$400								\$400
Material/Supplies																				\$0	\$0
Staff Development										\$200	\$100	\$200	\$200		\$200	\$100		\$200	\$0	\$1,200	
Telephone										\$150	\$60	\$270	\$270		\$120	\$60		\$120	\$0	\$1,050	
Agency Administration Fee	\$915	\$915	\$915	\$915	\$915	\$915	\$915	\$915	\$915	\$915	\$915	\$915	\$915	\$915	\$915	\$915	\$915	\$915	\$915	\$915	\$18,300
Postage												\$160									\$160
Electricity	\$21,292	\$20,207	\$12,700	\$16,008	\$7,686	\$3,444	\$6,372	\$13,000	\$6,600	\$16,000	\$1,600	\$790	\$1,500	\$240	\$612		\$250	\$1,455	\$460	\$0	\$130,216
Water		0						\$0		\$2,400	\$1,600		\$3,500	\$4,500		\$1,000	\$1,200		\$1,800	\$0	\$16,000
Interfund Transfer																				\$23,452	\$23,452
Capital Improvement Fund ¹										\$0	\$0		\$38,000	\$0		\$0	\$0	\$0	\$0	\$0	\$38,000
Subtotal	\$22,207	\$21,122	\$13,615	\$16,923	\$8,601	\$4,359	\$7,287	\$13,915	\$7,515	\$47,933	\$11,875	\$1,705	\$80,657	\$29,325	\$1,527	\$24,935	\$13,475	\$2,370	\$23,645	\$24,367	\$377,358
REVENUES																					
Donations	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Assessments Collected/Other	\$0	\$18,068	\$13,754	\$16,894	\$6,518	\$3,175	\$7,533	\$12,990	\$7,870	\$49,117	\$11,352	\$2,499	\$42,808	\$32,870	\$1,677	\$29,948	\$13,512	\$0	\$27,166	\$24,367	\$322,117
Facility Use Revenue													\$5,200								\$5,200
Interfund Transfer										\$23,452			\$9,020								\$0
Interest	\$0	\$1,500	\$1,200	\$1,400	\$300	\$75	\$650	\$650	\$80	\$1,400	\$700	\$50	\$1,900	\$500	\$40	\$140	\$730	\$0	\$43	\$1,400	\$12,758
Number of Parcels	321	304	347	428	138	32	307	331	164	503	43	79	183	110	110	92	120	53	56	503	4,224
Cost per Parcel	\$0.00	\$54.50	\$36.18	\$36.20	\$45.06	varies	\$22.42	\$37.28	\$47.50	\$48.24	\$190.04	\$31.00	\$223.54	\$165.00	\$14.88	\$324.00	\$106.52	\$0.00	\$484.34	\$45.66	
Lights	112	92	72	70	15	18	33	74	42	103	8	12	8	0	9	10	6	8	0	0	692

Note: Cameron Park CSD will continue to review levels of service for Unit 6, Unit 8, Unit 12, Cameron Valley, View Point, Goldorado, and Bar J15 B to determine whether levels of service should be reduced or possible future funding mechanisms can be put in place to help with increasing costs.

Assessment

WHEREAS, on April 19, 2023 the Board of Directors of the Cameron Park Community Services Landscape and Lighting Assessment District adopted Resolution No. 2023-12 designating Engineer of Work, and Directing Preparation of the Engineer's Report for the Continuation of the Landscaping and Lighting Assessment Districts for the Cameron Park Community Services District, FY 2023-24;

WHEREAS, said Resolution directed the undersigned Engineer of Work to prepare and file a report presenting an estimate of costs, a diagram for each of the Assessment Districts and an assessment of the estimated costs of the improvements upon all assessable parcels within each of the Assessment Districts, to which Resolution and the description of said proposed improvements therein contained, reference is hereby made for further particulars;

NOW, THEREFORE, the undersigned, by virtue of the power vested in me under said Act and the order of the Board of the Cameron Park Community Services District, hereby make the following assessment to cover the portion of the estimated cost of said improvements, and the costs and expenses incidental thereto to be paid by the assessment district.

As required by the Act, an Assessment Diagram is hereto attached and made a part hereof showing the exterior boundaries of each said Landscape and Lighting Assessment District. The distinctive number of each parcel or lot of land in the said Assessment Districts is its Assessor Parcel Number appearing on the Assessment Roll.

I do hereby assess and apportion said net amount of the cost and expenses of said improvements, including the costs and expenses incident thereto, upon the parcels and lots of land within said Assessment Districts, in accordance with the special benefits to be received by each parcel or lot, from the improvements, and more particularly set forth in the Cost Estimate and Method of Assessment hereto attached and by reference made a part hereof.

The Cameron Woods 8, Silver Springs and Bar J-15A No. 2 assessments are subject to an annual increase tied to the Consumer Price Index-U for the San Francisco Bay Area as of December of each succeeding year (the "CPI"), with a maximum annual increase not to exceed 3% for Cameron Woods 8 and Bar J-15A No. 2 and Silver Springs with a maximum adjustment not to exceed 4%.

Any change in the CPI in excess of the maximum annual increase shall be cumulatively reserved as the "Unused CPI" and shall be used to increase the maximum authorized assessment rate in years in which the CPI is less than 3% for Cameron Woods 8 and Bar J-15A No. 2 and is less than 4% for Silver Springs.

The change in the CPI from December 2021 to December 2022 was 4.88% and the Unused CPI carried forward from the previous fiscal year is 1.82%. Therefore, the maximum authorized assessment rate for fiscal year 2023-24 is increased by 3.00% which equates to \$143.36 per single family equivalent benefit unit for Cameron Woods 8 and \$60.44 per single family equivalent benefit unit for Bar J-15A No. 2. The estimate of cost and budget in this Report proposes assessments for fiscal year 2023-24 at the rate of \$0.00 for Cameron Woods 8, and \$45.66 for Bar J-15A No. 2, which are less than the maximum authorized assessment rate.

The Unused CPI carried forward from the previous fiscal year is 0.24% for Silver Springs, therefore, the maximum authorized assessment rate for fiscal year 2023-24 is increased by 4.00% which equates to \$738.52 per single family equivalent benefit unit. The estimate of cost and budget in this Report proposes assessments for fiscal year 2023-24 at the rate of \$484.34, which is less than the maximum authorized assessment rate.

The assessment is made upon the parcels or lots of land within the Assessment Districts in proportion to the special benefits to be received by the parcels or lots of land, from said improvements.

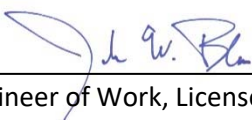
Each parcel or lot of land is described in the Assessment Roll by reference to its parcel number as shown on the Assessor's Maps of the County of El Dorado for the fiscal year 2023-24. For a more particular description of said property, reference is hereby made to the deeds and maps on file and of record in the office of the County Recorder of said County.

I hereby place opposite the Assessor Parcel Number for each parcel or lot within the Assessment Roll, the amount of the assessment for the fiscal year 2023-24 for each parcel or lot of land within each of the said Assessment District.

Dated: July 19, 2023

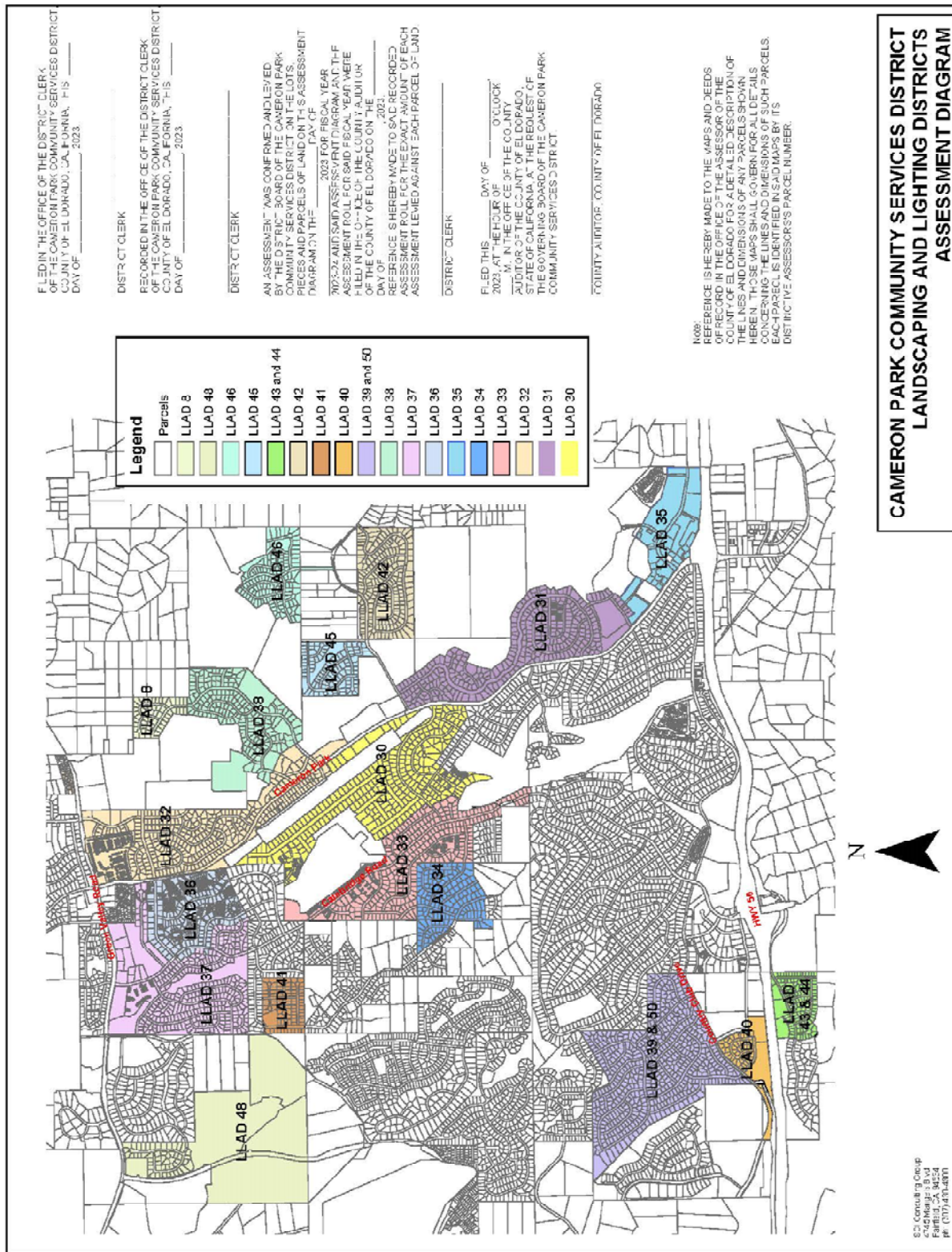
Engineer of Work





Engineer of Work, License No. C052091

Assessment Diagram



Assessment Roll

An Assessment Roll (a listing of all parcels assessed within the Assessment Districts and the amount of the assessment) will be filed with the District Clerk and is, by reference, made part of this report and is available for public inspection during normal office hours.

Each lot or parcel listed on the Assessment Roll is shown and illustrated on the latest County Assessor's records and these records are, by reference made part of this report. These records shall govern for all details concerning the description of the lots or parcels.

Non-assessable lots or parcels include government owned land and public utility owned property.

Cameron Park Community Services District
Balance Sheet - Unposted Transactions Included In Report
30 - Airpark LLAD
As of 6/30/2023

	Fiscal Year 2022-23 Fund Balance
Beginning Fund Balance - June 2022	61,178.06
Actual Activity - Year to Date	(19,941.48)
Fund Balance - Year to Date	41,236.58

Cameron Park Community Services District
Balance Sheet - Unposted Transactions Included In Report
31 - Unit 6 LLAD
As of 6/30/2023

	Fiscal Year 2022-23 Fund Balance
Beginning Fund Balance - June 2022	30,293.33
Actual Activity - Year to Date	(3,163.44)
Fund Balance - Year to Date	27,129.89

Cameron Park Community Services District
Balance Sheet - Unposted Transactions Included In Report
32 - Unit 7 LLAD
As of 6/30/2023

	Fiscal Year 2022-23 Fund Balance
Beginning Fund Balance - June 2022	34,566.51
Actual Activity - Year to Date	(1,315.49)
Fund Balance - Year to Date	33,251.02

Cameron Park Community Services District
Balance Sheet - Unposted Transactions Included In Report
33 - Unit 8 LLAD
As of 6/30/2023

	Fiscal Year 2022-23 Fund Balance
Beginning Fund Balance - June 2022	36,860.92
Actual Activity - Year to Date	(2,447.88)
Fund Balance - Year to Date	34,413.04

Cameron Park Community Services District
Balance Sheet - Unposted Transactions Included In Report
34 - Viewpoint LLAD
As of 6/30/2023

	Fiscal Year 2022-23 Fund Balance
Beginning Fund Balance - June 2022	(13,801.01)
Actual Activity - Year to Date	(2,206.74)
Fund Balance - Year to Date	(16,007.75)

Cameron Park Community Services District
Balance Sheet - Unposted Transactions Included In Report
35 - Goldorado LLAD
As of 6/30/2023

	Fiscal Year 2022-23 Fund Balance
Beginning Fund Balance - June 2022	(6,013.53)
Actual Activity - Year to Date	(728.92)
Fund Balance - Year to Date	(6,742.45)

Cameron Park Community Services District
Balance Sheet - Unposted Transactions Included In Report
36 - Unit 11 LLAD
As of 6/30/2023

	<u>Fiscal Year 2022-23</u> <u>Fund Balance</u>
Beginning Fund Balance - June 2022	21,901.93
Actual Activity - Year to Date	(1,101.27)
Fund Balance - Year to Date	20,800.66

Cameron Park Community Services District
Balance Sheet - Unposted Transactions Included In Report
37 - Unit 12 LLAD
As of 6/30/2023

	Fiscal Year 2022-23 Fund Balance
Beginning Fund Balance - June 2022	27,128.12
Actual Activity - Year to Date	(2,046.64)
Fund Balance - Year to Date	25,081.48

Cameron Park Community Services District
Balance Sheet - Unposted Transactions Included In Report
38 - Cameron Woods 1-4 LLAD
As of 6/30/2023

	Fiscal Year 2022-23 Fund Balance
Beginning Fund Balance - June 2022	14,136.66
Actual Activity - Year to Date	727.32
Fund Balance - Year to Date	14,863.98

Cameron Park Community Services District
Balance Sheet - Unposted Transactions Included In Report
39 - Bar J 15a LLAD
As of 6/30/2023

	Fiscal Year 2022-23 Fund Balance
Beginning Fund Balance - June 2022	(106,442.87)
Actual Activity - Year to Date	(13,601.64)
Fund Balance - Year to Date	(120,044.51)

Cameron Park Community Services District
Balance Sheet - Unposted Transactions Included In Report
40 - Bar J 15b LLAD
As of 6/30/2023

	<u>Fiscal Year 2022-23</u> <u>Fund Balance</u>
Beginning Fund Balance - June 2022	218.95
Actual Activity - Year to Date	(831.00)
Fund Balance - Year to Date	(612.05)

Cameron Park Community Services District
Balance Sheet - Unposted Transactions Included In Report
41 - Creekside LLAD
As of 6/30/2023

	Fiscal Year 2022-23 Fund Balance
Beginning Fund Balance - June 2022	4,750.63
Actual Activity - Year to Date	767.55
Fund Balance - Year to Date	5,518.18

Cameron Park Community Services District
Balance Sheet - Unposted Transactions Included In Report
42 - Eastwood LLAD
As of 6/30/2023

	Fiscal Year 2022-23 Fund Balance
Beginning Fund Balance - June 2022	131,150.27
Actual Activity - Year to Date	(44,708.36)
Fund Balance - Year to Date	86,441.91

Cameron Park Community Services District
Balance Sheet - Unposted Transactions Included In Report
43 - David West LLAD (Crazy Horse)
As of 6/30/2023

	Fiscal Year 2022-23 Fund Balance
Beginning Fund Balance - June 2022	(3,675.25)
Actual Activity - Year to Date	89.03
Fund Balance - Year to Date	(3,586.22)

Cameron Park Community Services District
Balance Sheet - Unposted Transactions Included In Report
44 - Cambridge Oaks LLAD
As of 6/30/2023

	Fiscal Year 2022-23 Fund Balance
Beginning Fund Balance - June 2022	10,195.81
Actual Activity - Year to Date	355.29
Fund Balance - Year to Date	10,551.10

Cameron Park Community Services District
Balance Sheet - Unposted Transactions Included In Report
45 - Northview LLAD
As of 6/30/2023

	Fiscal Year 2022-23 Fund Balance
Beginning Fund Balance - June 2022	27,515.60
Actual Activity - Year to Date	17,019.05
Fund Balance - Year to Date	44,534.65

Cameron Park Community Services District
Balance Sheet - Unposted Transactions Included In Report
46 - Cameron Valley LLAD
As of 6/30/2023

	Fiscal Year 2022-23 Fund Balance
Beginning Fund Balance - June 2022	60,541.94
Actual Activity - Year to Date	(3,393.92)
Fund Balance - Year to Date	57,148.02

Cameron Park Community Services District
Balance Sheet - Unposted Transactions Included In Report
47 - Cameron Woods 8 LLAD
As of 6/30/2023

	Fiscal Year 2022-23 Fund Balance
Beginning Fund Balance - June 2022	52,683.35
Actual Activity - Year to Date	(1,044.70)
Fund Balance - Year to Date	51,638.65

Cameron Park Community Services District
Balance Sheet - Unposted Transactions Included In Report
48 - Silver Springs LLAD
As of 6/30/2023

	Fiscal Year 2022-23 Fund Balance
Beginning Fund Balance - June 2022	37,586.21
Actual Activity - Year to Date	26,947.43
Fund Balance - Year to Date	64,533.64

Cameron Park Community Services District
Balance Sheet - Unposted Transactions Included In Report
50 - BarJ 15a #2 LLAD
As of 6/30/2023

	Fiscal Year 2022-23 Fund Balance
Beginning Fund Balance - June 2022	167,595.96
Actual Activity - Year to Date	21,509.27
Fund Balance - Year to Date	189,105.23

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



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

TELECONFERENCE ZOOM MEETING

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

Agenda

Members: Chair, Sidney Bazett (SB), Vice-Chair, Director Monique Scobey (MS)
Alternate Director Tim Israel (TI)
Director Scobey will be absent; Director Israel will be in attendance as alternate

Staff: Jill Ritzman, Interim General Manager; Christina Greek, Finance/HR Officer

CALL TO ORDER

ROLL CALL

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

ADOPTION OF AGENDA

APPROVAL OF CONFORMED AGENDA

OPEN FORUM

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

DEPARTMENT MATTERS

- 1. Report Back – Final Budget** (J. Ritzman, C. Greek)

2. Staff Updates

- a. Check Register Review (C. Greek)
- b. Finance Office Monthly Report (C. Greek)
- c. El Dorado Disposal Performance Standards (written report)

3. Items for Future Committee Meetings

- a. FY2023-2024 Final Budget (August)

4. Items to take to the Board of Directors

- General Obligation Bond Taxation Rate

MATTERS TO AND FROM COMMITTEE MEMBERS & STAFF

ADJOURNMENT

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



**Covenants, Conditions & Restrictions (CC&R) Committee
Meeting
Monday, July 10th, 2023
5:30 p.m.**

Cameron Park Community Center – Social Room

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

Agenda

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

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

CALL TO ORDER

ROLL CALL

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

APPROVAL OF AGENDA

1. APPROVAL OF CONFORMED AGENDA

- a. Conformed Agenda – CC&R Meeting – June 5th, 2023

OPEN FORUM

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

DEPARTMENT MATTERS

2. Monthly Staff Report

- a. Open Violations, CC&R Violation Manager Case Detail Report (written report)
 - o Total Cases Open = 33
 - Courtesy Notices – 11
 - Initial Notices – 11
 - Final Notices – 2
 - Pre-legal Notices – 1
 - Referred to Legal – 1
 - Outside Agency – 3
 - o Prior Month's Cleared Cases – 11
 - o Prior Month's New Cases – 13

- b. Architectural Review Projects – Period – June 2023
 - o Projects Reviewed – 16
 - o Projects Approved – 16

Summary of ARC Projects:

- o Roofs – 5
- o Solar – 3
- o Tree Removals – 2
- o Fences – 1
- o New Home Const. – 0
- o ADU/JADU – 0
- o Swimming Pool – 0
- o Exterior House Paint – 0
- o Fence/Gate – 1
- o Deck – 1
- o Exterior Renovation – 1
- o Siding Replacement – 1
- o Detached Garage – 0
- o Window Replacement - 1
- o Gazebo/Pergola/Patio Cover – 0
- o Storage Shed - 0

3. Review and Forward to the Board of Directors

- a) CPCSD Fence Guideline Revision

4. Staff Updates – (Not an action item)

- a) Neighborhood campaign completed in Cameron Park #2. Neighborhood campaign for Cameron Park #3 to begin week of July 17th. These two campaigns will complete the neighborhood campaigns for all CC&R neighborhoods. An example of the neighborhood campaign letter is included as a presented item to the committee.

5. Items for Future CC&R Committee Agendas

6. Items to take to the Board of Directors

MATTERS TO AND FROM COMMITTEE MEMBERS & STAFF

ADJOURNMENT

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



Fire & Emergency Services Committee
Tuesday, July 11, 2023
6:30 p.m.

Cameron Park Community Center – Social Room

2502 Country Club Drive
Cameron Park, CA 95682

Agenda

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

Staff: Interim General Manager Jill Ritzman, Chief Dusty Martin

Meeting is Cancelled

Staff reports are following the Agenda cover page.

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



Parks & Recreation Committee
Monday, July 10, 2023
6:30 p.m.

Cameron Park Community Center – Social Room

2502 Country Club Drive
Cameron Park, CA 95682

Agenda

Members: Director Monique Scobey (MS), Director Tim Israel (TI), Alt. Director Sid Bazett (SB)
Director Scobey will be absent; Director Bazett may be able to attend as alternate

Staff: Interim General Manager Jill Ritzman, Parks & Facilities Superintendent Mike Grassle,
Recreation Supervisor Kimberly Vickers
Superintendent Grassle will be absent

CALL TO ORDER

ROLL CALL

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

APPROVAL OF AGENDA

APPROVAL OF CONFORMED AGENDA

OPEN FORUM

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

DEPARTMENT MATTERS

1. Automatic Entry Gate for Cameron Park Lake (J. Ritzman; report hand-carried to meeting)
2. Parks & Community Center Donation Policy (J. Ritzman; report hand-carried to meeting)

STAFF REPORTS

3. Recreation Report (K. Vickers)
4. Parks & Facilities Report (available at August Committee meeting)

Items for May & Future Committee Agendas

- a. Park Improvement Plan Review (August)
- b. Registration/Communication software Report (August)

Items to take to the Board of Directors

MATTERS TO AND FROM COMMITTEE MEMBERS

ADJOURNMENT