

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



Parks & Recreation Committee
Monday, February 1, 2021
6:30 p.m.

TELECONFERENCE ZOOM MEETING
<https://us02web.zoom.us/j/83894323584>
Meeting ID: 838 9432 3584

(Teleconference/Electronic Meeting Protocols are attached)

Agenda

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

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

CALL TO ORDER

ROLL CALL

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 AGENDAS

OPEN FORUM

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

DEPARTMENT MATTERS

- 1. Review and Finalize Work Plan 2021** (J. Ritzman)
- 2. Park Entry Signs – Design Suggestions** (M. Grassle; oral report with hand-outs depiction of proposed signs, costs)

3. Board of Directors Authorization for State Park Program Grant (W. Kahn)

4. Staff Oral & Written Updates

- a. Recreation Report (W. Kahn)
- b. Parks & Facilities Report (M. Grassle)

5. Items for March & Future Committee Agendas

6. Items to take to the Board of Directors

MATTERS TO AND FROM COMMITTEE MEMBERS

ADJOURNMENT



Teleconference/Electronic Meeting Protocols

Cameron Park Community Services District

(Effective April 2, 2020)

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

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

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

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

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

BOARD AND COMMITTEE MEMBERS:

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

PUBLIC PARTICIPATION:

- **Attendance.** The District’s office will remain closed to the public until further notice. Members of the public will be able to hear and/or see public meetings via phone, computer, or smart device. Information about how to observe the meeting is listed on the agenda of each meeting.
- **Agendas.** Agendas will be made available on the District’s website and to any members of the public who have a standing request, as provided for in the Brown Act.
- **Public Participation.** The public can observe and participate in a meeting as follows:
 - **How to Observe the Meeting:**
 - **Telephone:** Listen to the meeting live by calling Zoom at (669) 900-6833 or (346) 248 7799. Enter the Meeting ID# listed at the top of the applicable Board or Committee agenda followed by the pound (#) key. More phone numbers can be found on Zoom’s website at <https://us04web.zoom.us/j/91011220960> if the line is busy.
 - **Computer:** Watch the live streaming of the meeting from a computer by navigating to the link listed at the top of the applicable Board or Committee agenda using a computer with internet access that meets Zoom’s system requirements (<https://support.zoom.us/hc/en-us/articles/201362023-System-Requirements-for-PC-Mac-and-Linux>)
 - **Mobile:** Log in through the Zoom mobile app on a smartphone and enter the Meeting ID# listed at the top of the applicable Board or Committee agenda.
 - **How to Submit Public Comments:**
 - **Before the Meeting:** Please email your comments to admin@cameronpark.org, with “Public Comment” in the subject line. In the body of the email, include the agenda item number and title, as well as your comments. If you would like your comment to be read aloud at the meeting (not to exceed 3 minutes at staff’s cadence), prominently write “Read Aloud at Meeting” at the top of the email. Emails running longer than the time limit will not be finished. All comments received at least 2 hours prior to the meeting on the day the meeting will be held, will be included as an agenda supplement on the District’s website

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

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

FOR ALL PARTICIPANTS:

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

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

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



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

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

(Teleconference/Electronic Meeting Protocols are attached)

Conformed Agenda

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

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

CALL TO ORDER - 6:40pm

ROLL CALL – SB/FC

- Nominate Committee Chair
 - o SB nominated FC for Chair; FC accepted
 - o FC new Committee Chair
 - o SB new Committee Vice Chair

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

APPROVAL OF AGENDA - Approved

APPROVAL OF CONFORMED AGENDAS - Approved

OPEN FORUM

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

DEPARTMENT MATTERS

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

- *Correct the date on Attachment 1A title (2020 change to 2021)*
- *CALA reviewed the Park Improvement Plans and presented their Draft Project Schedule for Cameron Park Lake Splash Pad*

2. Work Plan 2021 (J. Ritzman)

- *A plan for new/improved Park Signs*
- *Continue to move forward with the Park Improvement Plan*
- *Recreation Programing with ever changing COVID guidelines*

3. Staff Oral & Written Updates

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

4. Items for February & Future Committee Agendas

- *Park Signs*
- *Possible Grant updates*

5. Items to take to the Board of Directors

- *2021 Work Plan*

MATTERS TO AND FROM COMMITTEE MEMBERS

- *SB: If No Parking Signs are going to go up anywhere there needs to be better communication with residents; thinks that the Christmas Tree drop off at Cameron Park Lake is a wonderful thing offered to the Community*
- *FC: Visited the local skatepark with her son and loved how it looked like everyone was having fun, getting outside, and staying socially distant from one another*

ADJOURNMENT – 7:59pm



Agenda Transmittal

DATE: February 1, 2021

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

AGENDA ITEM #1: **2021 PARKS & RECREATION COMMITTEE WORK PLAN**

RECOMMENDED ACTION: Finalize and Forward to the Board of Directors

The following draft 2021 Work Plan is based upon discussion amongst staff and Committee members at the Park and Recreation Committee in January.

- Implement planning for a new playground feature at the old Swimming Lagoon site, including facility design/specifications and determine funding for improvements.
- Support new base of operations for Recreation Department as COVID restrictions lessen and community needs change.
- Plan for a Park Entry Sign program to clearly identify as a Cameron Park Community Services District public park.



Agenda Transmittal

DATE: February 1, 2021

FROM: Whitney Kahn, Recreation Supervisor

AGENDA ITEM #3: **BOARD OF DIRECTORS AUTHORIZATION FOR STATE PARK PROGRAM (PROPOSITION 68 COMPETITIVE) GRANT**

RECOMMENDED ACTION: Review and Forward to the Board of Directors

In September 2020, the Cameron Park Community Services District (District) Board of Directors approved a Park Improvement Plan and identified Cameron Park Lake and the site of the Swimming Lagoon as a high priority project. The Plan included a schematic for Cameron Park Lake improvements (Attachment A).

The District's grant consultant, CALA and staff identified the State Park Program (Proposition 68 competitive) Grant to potentially fund all improvements at Cameron Park Lake. Staff are writing the grant application now, supported by the grant writer and CALA. A Resolution approved by the Board of Directors is a required component for the application, which is due on March 12. Staff is recommending that the Parks and Recreation Committee review the Resolution template and forward to the Board of Directors for consideration.

Attachments

- A – Cameron Park Lake Concept Design
- B – Cameron Park Lake Improvement Cost Estimates
- C – template Resolution
- D – template Competitive Grant Program Contract

SEPTEMBER 10, 2020

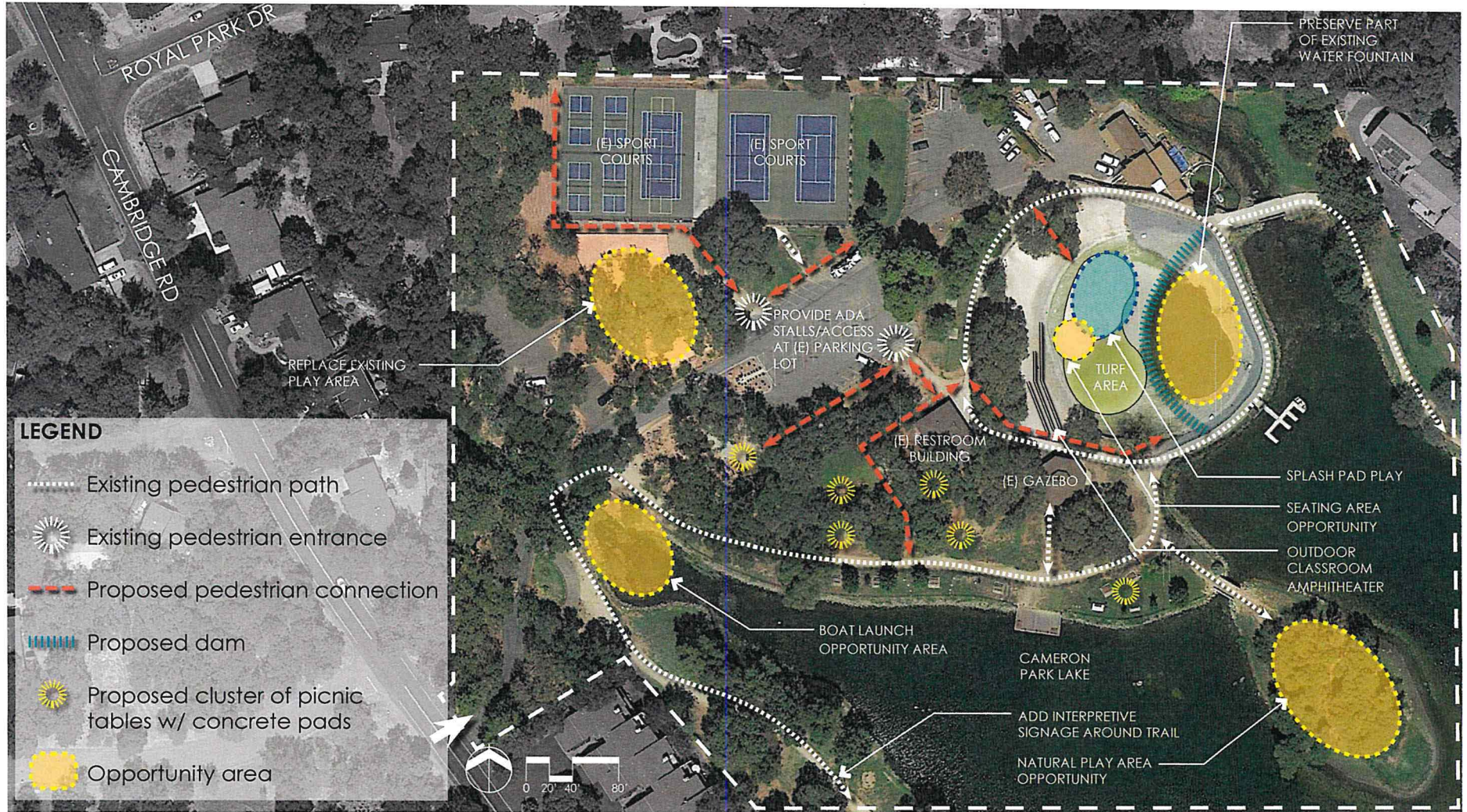
CAMERON PARK: PARK IMPROVEMENT PLANS

CAMERON PARK LAKE

COMMUNITY PARK | 56.5 ACRES



CONCEPT DESIGN



prepared for the Cameron Park Community Services District						Estimate of Probable Construction Costs Cameron Park: Park Opportunity Plans CAMERON PARK LAKE	
						prepared on: 04/30/20	
						prepared by: IA	
						checked by: SD/BW	
Item #	Description	Qty	Unit	Cost	Item Total	Subtotal	
A. Project Start-up							
1.	Bonding, mobilization, and staking	ALLOW	5%	\$ 54,475.00	\$ 54,475.00		
2.	Stormwater pollution prevention	4	AC	\$ 5,000.00	\$ 20,000.00		
						\$ 74,480.00	
B. Site Amenities							
1.	Parking lot improvements (asphalt, ada ramp, striping)	1	LS	\$ 25,000.00	\$ 25,000.00		
2.	Splash pad area (splash pad, import fill, amphitheater)	1	LS	\$ 500,000.00	\$ 500,000.00		
3.	Replace existing play area (demo existing structure, new structure, ada ramp)	1	LS	\$ 175,000.00	\$ 175,000.00		
4.	Nature play area (structure, surfacing, ada ramp, walkway)	1	LS	\$ 200,000.00	\$ 200,000.00		
5.	Boat launch	1	EA	\$ 45,000.00	\$ 45,000.00		
6.	Bocce ball courts (courts, walkway)	2	EA	\$ 50,000.00	\$ 100,000.00		
7.	Picnic (table improvements, concrete pads)	1	LS	\$ 20,000.00	\$ 20,000.00		
8.	Interpretive signage	3	EA	\$ 1,500.00	\$ 4,500.00		
						\$ 1,069,500.00	
C. Total Estimated Construction Costs						\$ 1,143,980.00	
D. Contingencies							
1.	Design contingency	ALLOW	10%	\$ 114,398.00	\$ 114,398.00		
2.	Change Order Contingency	ALLOW	10%	\$ 114,398.00	\$ 114,398.00		
						\$ 228,800.00	
E. TOTAL ESTIMATED CONSTRUCTION COSTS & CONTINGENCIES						\$ 1,372,780.00	
F. Professional Services							
1.	Design development	ALLOW	3%	\$ 41,183.40	\$ 41,183.40		
2.	Construction documents	ALLOW	8%	\$ 109,822.40	\$ 109,822.40		
3.	Construction administration	ALLOW	2%	\$ 27,455.60	\$ 27,455.60		
4.	Interpretive signage design	ALLOW	LS	\$ 5,000.00	\$ 5,000.00		
						\$ 183,460.00	
G. TOTAL ESTIMATED PROJECT COSTS						\$ 1,556,240.00	
Based on drawing titled "Cameron Park Lake-Proposed Concept Design", dated "04/27/20"							
The above items, amounts, quantities, and related information are based on Callander Associates' judgment at this level document preparation and is offered only as reference data. Callander Associates Landscape Architecture, Inc. has no control over construction costs and related factors affecting costs, and advises the client that significant variation may occur between this estimate of probable construction costs and actual construction prices.							

RESOLUTION NO. 2021-XX
of the Board of Directors
of the Cameron Park Community Services District
February 17, 2021

**RESOLUTION TO APPROVE THE APPLICATION FOR STATEWIDE PARK
DEVELOPMENT AND COMMUNITY REVITALIZATION PROGRAM GRANT FUNDS**

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Statewide Park Development and Community Revitalization Grant Program, setting up necessary procedures governing the application; and

WHEREAS, said procedures established by the State Department of Parks and Recreation require the Applicant to certify by resolution the approval of the application before submission of said application to the State; and

WHEREAS, successful Applicants will enter into a contract with the State of California to complete the Grant Scope project;

NOW, THEREFORE, BE IT RESOLVED that the (Applicant's Governing Body) hereby: APPROVES THE FILING OF AN APPLICATION FOR THE (NAME OF PROJECT); AND

1. Certifies that said Applicant has or will have available, prior to commencement of any work on the project included in this application, the sufficient funds to complete the project; and
2. Certifies that if the project is awarded, the Applicant has or will have sufficient funds to operate and maintain the project, and
3. Certifies that the Applicant has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Grant Administration Guide; and

4. Delegates the authority to (designated position) to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the Grant Scope; and

5. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.

6. Will consider promoting inclusion per Public Resources Code §80001(b)(8 A-G).

Approved and adopted the ____ day of _____, 20____

I, the undersigned, hereby certify that the foregoing Resolution Number ____ was duly adopted by the (Applicant's Governing Body) following a roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

(Clerk)

Competitive Grant Program Contract



State of California – The Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION

Sample Grant Contract Competitive Grant Program

GRANTEE: Grantee Name

GRANT PERFORMANCE PERIOD is from July 1, 2019 through June 30, 2024

CONTRACT PERFORMANCE PERIOD is from July 1, 2019 through June 30, 2049

The GRANTEE agrees to the terms and conditions of this contract (CONTRACT), and the State of California, acting through its Director of the Department of Parks and Recreation, pursuant to the State of California, agrees to fund the total State grant amount indicated below.

The GRANTEE agrees to complete the PROJECT SCOPE(s) as defined in the Development PROJECT SCOPE/Cost Estimate Form or acquisition documentation for the application(s) filed with the State of California.

The General and Special Provisions attached are made a part of and incorporated into the Contract.

Total State grant amount not to exceed \$ [GRANT amount]

GRANTEE

AUTHORIZED REPRESENTATIVE Signature

Date

Print Name and Title

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

AUTHORIZED REPRESENTATIVE Signature

Date

Print Name and Title

CERTIFICATION OF FUNDING (FOR STATE USE ONLY)				
AMOUNT OF ESTIMATE \$		CONTRACT NUMBER	FUND	
ADJ. INCREASING ENCUMBRANCE \$		APPROPRIATION		
ADJ. DECREASING ENCUMBRANCE \$		ITEM VENDOR NUMBER		
UNENCUMBERED BALANCE \$		LINE ITEM ALLOTMENT	CHAPTER	STATUTE
T.B.A. NO.	B.R. NO.	INDEX	FISCAL YEAR	
			Funding Source	
			OBJ. EXPEND	
I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance.				
SIGNATURE OF ACCOUNTING OFFICER			DATE	

I. RECITALS

This CONTRACT is entered into between the California Department of Parks and Recreation (hereinafter referred to as "GRANTOR," "DEPARTMENT" or "STATE") and [grantee name] (hereinafter referred to as "GRANTEE").

The DEPARTMENT hereby grants to GRANTEE a sum (also referred to as "GRANT MONIES") not to exceed \$grant amount, subject to the terms and conditions of this CONTRACT and the 20xx/xx California State Budget, Chapter xx, statutes of 20xx, Item number – 3790-xxx-xxxx (appropriation chapter and budget item number hereinafter referred to as "COMPETITIVE GRANT PROGRAM GRANT"). These funds shall be used for completion of the GRANT SCOPE(S).

The Grant Performance Period is from July 1, 20xx to June 30, 20xx.

II. GENERAL PROVISIONS

A. Definitions

As used in this CONTRACT, the following words shall have the following meanings:

1. The term "ACT" means the California Drought, Water, Parks Climate, Coastal Protection, and Outdoor Access for All Act of 2018, as referred to in section I of this CONTRACT.
2. The term "APPLICATION" means the individual project APPLICATION packet for a project pursuant to the enabling legislation and/or grant program process guide requirements.
3. The term "DEPARTMENT" or "STATE" means the California Department of Parks and Recreation.
4. The term "DEVELOPMENT" means capital improvements to real property by means of, but not limited to, construction, expansion, and/or renovation, of permanent or fixed features of the property.
5. The term "GRANTEE" means the party described as the GRANTEE in Section I of this CONTRACT.
6. The term "GRANT SCOPE" means the items listed in the GRANT SCOPE/Cost Estimate Form found in each of the APPLICATIONS submitted pursuant to this grant.
7. The term "GUIDES" means (1) the document identified as the "Grant Administration Guide for California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 Competitive Grant Programs Capital Improvement Projects" and (2) The Application Guide that established the competitive procedures and policies for the selection of projects.

B. Project Execution

1. Subject to the availability of GRANT MONIES in the act, the STATE hereby grants to the GRANTEE a sum of money not to exceed the amount stated in Section I of this CONTRACT, in consideration of, and on condition that, the sum be expended in carrying out the purposes as set forth in the scope described in the enabling legislation and referenced in the APPLICATION, Section I of this CONTRACT, and under the terms and conditions set forth in this CONTRACT.

The GRANTEE shall assume any obligation to furnish any additional funds that may be necessary to complete the GRANT SCOPE(S).

The GRANTEE agrees to submit any change or alteration from the original GRANT SCOPE(S) in writing to the STATE for prior approval. This applies to any and all changes that occur after STATE has approved the APPLICATION. Changes in the GRANT SCOPE(S) must be approved in writing by the STATE.

2. The GRANTEE shall complete the GRANT SCOPE(S) in accordance with the time of the Performance Period set forth in Section I of this CONTRACT, and under the terms and conditions of this contract.

To maintain the integrity of the competitive grant program, the GRANTEE agrees that any other project changes or alterations which deviate from the intent of the project selection criteria provided by the GRANTEE in the original competitive APPLICATION must be submitted in writing to the STATE for prior approval.

3. The GRANTEE shall comply with the California Environmental Quality Act (Public Resources Code, §21000, et seq., Title 14, California Code of Regulations, §15000 et seq.).
4. The GRANTEE shall comply with all applicable current laws and regulations affecting DEVELOPMENT projects, including, but not limited to, legal requirements for construction contracts, building codes, health and safety codes, and laws and codes pertaining to individuals with disabilities, including but not limited to the Americans With Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) and the California Unruh Act (California Civil Code §51 et seq.)

C. Procedural Guide

1. GRANTEE agrees to abide by the GUIDES.
2. GRANTEE acknowledges that STATE may make reasonable changes to its procedures as set forth in the GUIDES. If STATE makes any changes to its procedures and guidelines, STATE agrees to notify GRANTEE within a reasonable time.

D. Project Administration

1. If GRANT MONIES are advanced for DEVELOPMENT projects, the advanced funds shall be placed in an interest bearing account until expended. Interest earned on the advanced funds shall be used on the project as approved by the STATE. If grant monies are advanced and not expended, the unused portion of the grant and any interest earned shall be returned to the STATE within 60 days after project completion or end of the grant performance period, whichever is earlier.
2. The GRANTEE shall submit written project status reports within 30 calendar days after the STATE has made such a request. In any event, the GRANTEE shall provide the STATE a report showing total final project expenditures within 60 days of project completion or the end of the grant performance period, whichever is earlier. The grant performance period is identified in Section I of this CONTRACT.
3. The GRANTEE shall make property or facilities acquired and/or developed pursuant to this contract available for inspection upon request by the STATE.

E. Project Termination

1. Project Termination refers to the non-completion of a GRANT SCOPE. Any grant funds that have not been expended by the GRANTEE shall revert to the STATE.
2. The GRANTEE may unilaterally rescind this CONTRACT at any time prior to the commencement of the project. The commencement of the project means the date of the letter notifying GRANTEE of the award or when the funds are appropriated, whichever is later. After project commencement, this CONTRACT may be rescinded, modified or amended only by mutual agreement in writing between the GRANTEE and the STATE, unless the provisions of this contract provide that mutual agreement is not required.

3. Failure by the GRANTEE to comply with the terms of the (a) GUIDES, (b) any legislation applicable to the ACT, (c) this CONTRACT as well as any other grant contracts, specified or general, that GRANTEE has entered into with STATE, may be cause for suspension of all obligations of the STATE unless the STATE determines that such failure was due to no fault of the GRANTEE. In such case, STATE may reimburse GRANTEE for eligible costs properly incurred in performance of this CONTRACT despite non-performance of the GRANTEE. To qualify for such reimbursement, GRANTEE agrees to mitigate its losses to the best of its ability.
4. Any breach of any term, provision, obligation or requirement of this CONTRACT by the GRANTEE shall be a default of this CONTRACT. In the case of any default by GRANTEE, STATE shall be entitled to all remedies available under law and equity, including but not limited to: a) Specific Performance; b) Return of all GRANT MONIES; c) Payment to the STATE of the fair market value of the project property or the actual sales price, whichever is higher; and d) Payment to the STATE of the costs of enforcement of this CONTRACT, including but not limited to court and arbitration costs, fees, expenses of litigation, and reasonable attorney fees.
5. The GRANTEE and the STATE agree that if the GRANT SCOPE includes DEVELOPMENT, final payment may not be made until the work described in the GRANT SCOPE is complete and the GRANT PROJECT is open to the public.

F. Budget Contingency Clause

If funding for any fiscal year is reduced or deleted by the budget act for purposes of this program, the STATE shall have the option to either cancel this contract with no liability occurring to the STATE, or offer a CONTRACT amendment to GRANTEE to reflect the reduced grant amount. This Paragraph shall not require the mutual agreement as addressed in Paragraph E, provision 2, of this CONTRACT.

G. Hold Harmless

1. The GRANTEE shall waive all claims and recourse against the STATE including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this CONTRACT except claims arising from the concurrent or sole negligence of the STATE, its officers, agents, and employees.
2. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability costs arising out of the ACQUISITION, DEVELOPMENT, construction, operation or maintenance of the property described as the project which claims, demands or causes of action arise under California Government Code Section 895.2 or otherwise except for liability arising out of the concurrent or sole negligence of the STATE, its officers, agents, or employees.
3. The GRANTEE agrees that in the event the STATE is named as codefendant under the provisions of California Government Code Section 895 et seq., the GRANTEE shall notify the STATE of such fact and shall represent the STATE in the legal action unless the STATE undertakes to represent itself as codefendant in such legal action in which event the GRANTEE agrees to pay the STATE's litigation costs, expenses, and reasonable attorney fees.
4. The GRANTEE and the STATE agree that in the event of judgment entered against the STATE and the GRANTEE because of the concurrent negligence of the STATE and the GRANTEE, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.
5. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, costs, expenses or liability costs arising out of

legal actions pursuant to items to which the GRANTEE has certified. The GRANTEE acknowledges that it is solely responsible for compliance with items to which it has certified.

H. Financial Records

1. The GRANTEE shall maintain satisfactory financial accounts, documents, including loan documents, and all other records for the project and to make them available to the STATE for auditing at reasonable times. The GRANTEE also agrees to retain such financial accounts, documents and records for five years following project termination or issuance of final payment, whichever is later.
The GRANTEE shall keep such records as the STATE shall prescribe, including records which fully disclose (a) the disposition of the proceeds of STATE funding assistance, (b) the total cost of the project in connection with such assistance that is given or used, (c) the amount and nature of that portion of the project cost supplied by other sources, and (d) any other such records that will facilitate an effective audit.
3. The GRANTEE agrees that the STATE shall have the right to inspect and make copies of any books, records or reports pertaining to this CONTRACT or matters related thereto during regular office hours. The GRANTEE shall maintain and make available for inspection by the STATE accurate records of all of its costs, disbursements and receipts with respect to its activities under this CONTRACT. Such accounts, documents, and records shall be retained by the GRANTEE for at least five years following project termination or issuance of final payment, whichever is later.
4. The GRANTEE shall use a generally accepted accounting system.

I. Use of Facilities

1. The GRANTEE agrees that the GRANTEE shall operate and maintain the property acquired or developed with the GRANT MONIES, for the duration of the Contract Performance Period.
2. The GRANTEE agrees that, during the Contract Performance Period, the GRANTEE shall use the property acquired or developed with GRANT MONIES under this contract only for the purposes of this grant and no other use, sale, or other disposition or change of the use of the property to one not consistent with its purpose shall be permitted except as authorized by the STATE and the property shall be replaced with property of equivalent value and usefulness as determined by the STATE.
2. The property acquired or developed may be transferred to another entity if the successor entity assumes the obligations imposed under this CONTRACT and with the approval of STATE.
3. Any real Property (including any portion of it or any interest in it) may not be used as security for any debt or mitigation, without the written approval of the STATE provided that such approval shall not be unreasonably withheld as long as the purposes for which the Grant was awarded are maintained. Any such permission that is granted does not make the STATE a guarantor or a surety for any debt or mitigation, nor does it waive the STATE'S rights to enforce performance under the Grant CONTRACT.
4. All real property, or rights thereto, acquired with GRANT MONIES shall be subject to an appropriate form of restrictive title, rights, or covenants approved by the STATE. If the project property is taken by use of eminent domain, GRANTEE shall reimburse STATE an amount at least equal to the amount of GRANT MONIES received from STATE or the pro-rated full market value of the real property, including improvements, at the time of sale, whichever is higher.

5. If eminent domain proceedings are initiated against GRANTEE, GRANTEE shall notify STATE within 10 days of receiving the complaint.

J. Nondiscrimination

1. The GRANTEE shall not discriminate against any person on the basis of sex, race, color, national origin, age, religion, ancestry, sexual orientation, or disability in the use of any property or facility developed pursuant to this contract.
2. The GRANTEE shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.
3. All facilities shall be open to members of the public generally, except as noted under the special provisions of this project CONTRACT or under provisions of the enabling legislation and/or grant program.

K. Severability

If any provision of this CONTRACT or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of the CONTRACT which can be given effect without the invalid provision or application, and to this end the provisions of this CONTRACT are severable.

L. Liability

1. STATE assumes no responsibility for assuring the safety or standards of construction, site improvements or programs related to the GRANT SCOPE. The STATE'S rights under this CONTRACT to review, inspect and approve the GRANT SCOPE and any final plans of implementation shall not give rise to any warranty or representation that the GRANT SCOPE and any plans or improvements are free from hazards or defects.
2. GRANTEE will secure adequate liability insurance, performance bond, and/or other security necessary to protect the GRANTEE's and STATE'S interest against poor workmanship, fraud, or other potential loss associated with completion of the grant project.

M. Assignability

Without the written consent of the STATE, the GRANTEE'S interest in and responsibilities under this CONTRACT shall not be assignable by the GRANTEE either in whole or in part.

N. Use of Grant Monies

GRANTEE shall not use any grant funds (including any portion thereof) for the purpose of making any leverage loan, pledge, promissory note or similar financial device or transaction, without: 1) the prior written approval of the STATE; and 2) any financial or legal interests created by any such leverage loan, pledge, promissory note or similar financial device or transaction in the project property shall be completely subordinated to this CONTRACT through a Subordination Agreement provided and approved by the STATE, signed by all parties involved in the transaction, and recorded in the County Records against the fee title of the project property.

O. Section Headings

The headings and captions of the various sections of this CONTRACT have been inserted only for the purpose of convenience and are not a part of this CONTRACT and shall not be deemed in any manner to modify, explain, or restrict any of the provisions of this CONTRACT.

P. Waiver

Any failure by a party to enforce its rights under this CONTRACT, in the event of a breach, shall *not* be construed as a waiver of said rights; and the waiver of any breach under this CONTRACT shall *not* be construed as a waiver of any subsequent breach.

GRANTEE

AUTHORIZED REPRESENTATIVE Signature

Date

Print Name and Title

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

AUTHORIZED REPRESENTATIVE Signature

Date

Print Name and Title



Agenda Transmittal

DATE: February 1, 2021

FROM: Whitney Kahn, Recreation Supervisor

AGENDA ITEM #4A: RECREATION DEPARTMENT REPORT

RECOMMENDED ACTION: RECEIVE AND FILE

2021 has been off to a quick start – one month down, eleven more to go. The Recreation Department is feeling very hopeful after discussions in the Strategic Planning Meetings and hearing support for the Department to build on creating a strong sense of community within Cameron Park, once we move to the other side of the COVID crisis.

At their core, the staff in the Department have chosen the field of Recreation as a profession for this exact reason – creating, building, and fostering a sense of community is the foundation of the industry. Being unable to do so in the typical ways throughout the Pandemic has been difficult, but with the vaccine rolling out and (literal) sunny days ahead, there seems to be a strong sense of hope that is providing great fuel as preparations for spring and summer are underway.

Recreation Programming:

The pool is busy! In addition to having to have lap swim 6 days a week, the swim team is also there six days a week and staff coordinated a new temporary rental with the Oak Ridge High School Water Polo team to give them a place to practice as the EDHCSD Pool remains under construction.

The Virtual Rec Center (VRC) has been refreshed to accommodate more staying at home with the inclement weather and virus concerns. Each week the staff has been highlighting a new virtual opportunity or at home activity. These highlights include: hikes, tours for virtual field trips, craft activities, and a new “spotlight” section with opportunities sent to us by the public or things staff deem as “must see.” Additionally, staff have recruited and hired a new part-time Recreation Leader that will begin work on programming virtual classes. If you haven’t checked out the VRC recently, please pop over the District website and you will find the VRC link under the Recreation tab.

Planning, planning, and more planning is underway for a myriad of upcoming Recreation Programs. Staff are gearing up for all things summer at the pool and for Summer Day Camp. First on the docket will be the recruitment and hiring/re-hiring process for returning lifeguards, kiosk operators and recreation leaders for Summer Camp. Soon after will be developing a fun, safe, COVID friendly camp program and marketing strategies to make sure local families know about the opportunity right in their own backyard.

Other planning efforts include working with selected Contract Class instructors to begin more Camp opportunities in this late winter and early spring window to give parents and kids more local recreational opportunities. Lastly, staff are in the beginning stages of reimagining the Annual Easter Egg Hunt to be COVID friendly as well as a Floating Egg Hunt at the Pool – both will roll out in late March.

Staff Development:

The Recreation Coordinator recently took a webinar discussing the mental health effects the Pandemic has caused around the globe. These effects will be long lasting and something that will shape the future of departmental staff. The course emphasized ideas for staff motivation to better equip managers to support young part-time staff. The content was very informative and can be applied to more than just Recreation Department staff, it can apply to the District, and the community at large during this time and will be considered as plans are developed.

Staffing Changes:

Susan Settle, the Front Desk Receptionist who has been with the District for just shy of three years, is moving on to a new position with the County, closer to her home. She has been a huge asset to the entire District and especially the Recreation Department and will be missed greatly.

With this full-time vacancy, filling this critical role was paramount. After internal part time staff made their interest in the position clear, HR and the Recreation Supervisor decided to run an internal recruitment with the hopes of filling the position quickly and allowing time for a crash course in all things Front Desk while we still have Susan.

Annual Passes:

Adding the online pass registration into our Registration Software, RecTrac has delayed the rollout of the Annual Passes, as there are a number of steps that need to occur for this upgrade; including coordination with our IT contractors and staff training for the

new module. Staff feel confident that everything will be finalized and available for the public by February 15th.

Communications:

Staff have been developing the content for our Mailer that will be distributed to over 13,000 mailboxes this month. Gathering information to be included from the CC&R Department, the Parks Department, Fire Department and of course Recreation will allow for this first hard copy communication with our residents since the Pandemic began, will offer a full scope of information. This six page document, should be in mailboxes by the end of the month.

Strategic Planning Community Outreach:

Much of January was spent gathering and compiling the data from the Community Outreach Survey. To date, 172 residents have taken the survey – the results report will continue to be updated on a bi-weekly basis until it closes.

The Recreation Department was responsible for conducting 7 Community Stakeholder Meetings that included residents, both swim teams, the CP Library, as well as the Shingle Springs Cameron Park Chamber of Commerce. Some great conversations were held and staff were able to engage in meaningful dialog gaining valuable insight from the different groups and individuals. All of the data collected from those meetings will be compiled into a report and then added to the overall Community Outreach Survey Results Report.

Grant Update

In order to submit the Prop-68 Per Capita Grants that were approved at the Board level last month, staff are working with an Environmental firm to obtain CEQA documentation (ideally a Categorical Exemption) in order for us to be able to finalize and submit the applications. Staff are looking forward to moving this portion of the grant writing off of the list.

Work continues on the Prop 68, CA State Parks Competitive Grants. Staff are working with CALA, our Landscape Architect consultants to develop additional community outreach opportunities to include in the Grant Application.

*Cameron Park
Community Services District*



Agenda Transmittal

DATE: February 1st, 2021

FROM: Michael Grassle, Parks and Facilities Superintendent

AGENDA ITEM #4B: **PARKS & FACILITIES DEPARTMENT REPORT**

RECOMMENDED ACTION: **RECEIVE AND FILE**

General Information

- Staff have completely rebuilt 2 of the districts utility trailers. Staff welded the cracks, installed new lumber, replace the barring's and put a fresh coat of paint on them. Staff have 1 more trailer to rebuild.
- The district renewed our annual agriculture permit with El Dorado County. The District can now purchase pesticides for the 2021 season.
- The State Department of Water Resources inspected the Cameron Park Dam in Mid-January. The State was extremely pleased with all of the work the department has done with bringing the Dam in compliance with State regulations.
- The Parks Shop was painted during the 3rd week of January. It was a much needed improvement. Staff also build some blackout shade to help keep the office cool in the summer time. The office can get toasty in the summer.

Cameron Park Lake

- Staff removed a large dead oak tree located next to the Gazebo area.
- 6 yards of road base was added to the parks maintenance shop. This area will allow more room to park the district trailers safely.
- A large section of fence that borders the maintenance shop blew over in the most resent storm. Staff will support it in place. Fence will need to be replaced soon.
- A large tree broke off and damaged a residence fence along the North side of the parking lot. Staff will remove the tree and look at repairing the damaged fence.

Parks and LLADs

- The department received the new climbing ladder to install at Rasmussen Park. It is schedule to be installed later this month.
- Staff installed new irrigation controllers at Bar J A and Bar J B. Staff also mapped out both irrigation systems. Staff will start mapping out the irrigation on Meder this month.
- Staff have begun prepping for the field renovation at Christa McAuliffe Park. The plan is set to start the renovation in March of 2021 depending on the weather.

Community Center

- Unfortunately the propane pool heater is in need of replacement. Currently only 50% of the heater is functional at this point. The heater lasted around 10 years which is a normal life span. Staff are working on getting the heater replaced ASAP.
- National Aquatics Service will be replacing all of the underwater light bulbs in Mid-February. Currently 5 of the lights bulbs are burnt out.
- Staff will began to replace a few burnt out LED light bulbs on the pool deck. The lights were retrofitted prior to Brighton performing the energy efficient upgrade.

Cal Fire / Growlersburg

- Growlersberg was dark during the month of January.