



AGENDA

Regular Board of Directors Meetings are held
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-join/19%3ameeting_ODI5M2JhYzAtODNiYi00NTU0LWlzN2MtMDg3ODA1MGVmZjNk%40thread.v2/0?context=%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

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.

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

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 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)

AGENDA

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)
-

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)
 9. **PUBLIC HEARING – APPROVE Resolution 2023-28** Fiscal Year 2023-2024 Preliminary Budget (J. Ritzman)
 10. **PUBLIC HEARING - APPROVE RESOLUTION 2023-27** Establishing Appropriations Limit for Fiscal Year 2023-2024 (C. Greek)
 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)
 12. **PUBLIC HEARING** –Second Reading of Amendment to Ordinance 2001-01, Section 5 - Conduct in the Park (M. Grassle)
 13. Items removed from the Consent Agenda for discussion.
-

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

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



CAMERON PARK COMMUNITY SERVICES DISTRICT

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

CONFORMED AGENDA

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

SPECIAL BOARD MEETING

Wednesday, May 17, 2023

6:00 p.m.

Cameron Park Community Center – Social Room

2502 Country Club Drive, Cameron Park, CA 95682

TELECONFERENCE TEAMS MEETING

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

[join/19%3ameeting_Y2I4MmQyMzktMzZkNC00NTYyLTk5ZTUtMjMyMjk1OTIIZjhi%40thread.v2/0?context=%7b%22Tid%22%3a%227546519e-2cd5-4e2c-bed5-ac3d46eec8ff%22%2c%22Oid%22%3a%22b510e640-8ba3-421f-a075-694cad7ace01%22%7d](https://teams.microsoft.com/join/19%3ameeting_Y2I4MmQyMzktMzZkNC00NTYyLTk5ZTUtMjMyMjk1OTIIZjhi%40thread.v2/0?context=%7b%22Tid%22%3a%227546519e-2cd5-4e2c-bed5-ac3d46eec8ff%22%2c%22Oid%22%3a%22b510e640-8ba3-421f-a075-694cad7ace01%22%7d)

Board Members

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

CALL TO ORDER *4:00 pm*

- A. Roll Call *SB, EA, TI, DW (MS absent). Quorum.*
 - B. Pledge of Allegiance
-

ADOPTION OF THE AGENDA

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

- Adopt the Agenda *EA made a motion to adopt the agenda, 2nd by DW. Approved.*
-

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.

GENERAL BUSINESS

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

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

1. **None**
-

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

Motion by EA to move into a recess for closed session, 2nd by DW. Approved. Board recessed to closed session.

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

- Public Employment pursuant to Government Code Section 54957.
Title: General Manager
 - Anticipated litigation
-

AGENDA

RECONVENE TO OPEN SESSION AND REPORT OUT OF CLOSED SESSION

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

The Board discussed in closed session the items agendaized for closed session discussion and direction was given to staff.

ADJOURNMENT *Motion to adjourn made by TI, 2nd by DW. Approved. Meeting adjourned at 6:39 pm.*

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CONFORMED AGENDA

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Third Wednesday of the Month

REGULAR BOARD MEETING

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TELECONFERENCE TEAMS MEETING

[https://teams.microsoft.com/l/meetup-](https://teams.microsoft.com/l/meetup-join/19%3ameeting_NjA1NjlwYmMtZTM3ZC00OWFmLTg1YTYtYTdhMTFINTZmZmU3%40thread.v2/0?context=%7b%22id%22%3a%227546519e-2cd5-4e2c-bed5-ac3d46eec8ff%22%2c%22oid%22%3a%22b510e640-8ba3-421f-a075-694cad7ace01%22%7d)

[join/19%3ameeting_NjA1NjlwYmMtZTM3ZC00OWFmLTg1YTYtYTdhMTFINTZmZmU3%40thread.v2/0?context=%7b%22id%22%3a%227546519e-2cd5-4e2c-bed5-ac3d46eec8ff%22%2c%22oid%22%3a%22b510e640-8ba3-421f-a075-694cad7ace01%22%7d](https://teams.microsoft.com/l/meetup-join/19%3ameeting_NjA1NjlwYmMtZTM3ZC00OWFmLTg1YTYtYTdhMTFINTZmZmU3%40thread.v2/0?context=%7b%22id%22%3a%227546519e-2cd5-4e2c-bed5-ac3d46eec8ff%22%2c%22oid%22%3a%22b510e640-8ba3-421f-a075-694cad7ace01%22%7d)

Board Members

Sidney Bazett	President
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Eric Aiston	Board Member
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AGENDA

REPORT OUT OF CLOSED SESSION – JE reported that the Board discussed those closed session items that were agendaized for closed session that he read into the record before moving into closed session. Those items were discussed. Direction was given to given to staff. The Board took no other reportable action and recessed from closed session at 6:35 pm

CLOSED SESSION MOTION TO ADJOURN EA made a motion to adjourn closed session, 2nd by DW. Closed session was adjourned at 6:40 pm.

CALL TO ORDER 6:40 pm

- A. Roll Call SB, EA, TI, DW – present. MS – absent. Quorum.
 - B. Pledge of Allegiance
-

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

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

ADOPTION OF THE AGENDA

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

1. Adopt the Agenda TI made a motion to approve the agenda, 2nd by EA. Agenda approved.
-

OPEN FORUM FOR NON-AGENDA ITEMS

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APPROVAL OF CONSENT AGENDA

The following Consent Agenda items are considered routine and will be acted upon by the Board without discussion with one vote. Any item may be removed from the Consent Agenda by a Board member or a member of the audience and placed under General Business #6 to be discussed and acted upon individually.

2. **APPROVE** Conformed Agenda – Board of Directors Regular Meeting April 19, 2023
3. **APPROVE** Conformed Agenda – Board of Directors Special Meeting May 4, 2023
4. **APPROVE RESOLUTION 2023-20** - Advanced Life Support Ambulance Agreement between El Dorado County ESA and Cameron Park Community Services District – (D. Martin)

AGENDA

5. **RECEIVE AND FILE** General Manager's Report (A. Pichly)

EA made a motion to approve the consent agenda with items #2 and #4 pulled for discussion under general business item #6, 2nd by DW. Consent agenda approved with items #2 and #4 pulled for discussion..

GENERAL BUSINESS

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

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

6. Items removed from the Consent Agenda for discussion.

- Item #2 - Conformed Agenda – Board of Directors Regular Meeting April 19, 2023. SB requested that the vote on item #16 – Motion to approve item #2 made by EA, 2nd by DW. Approved.
- Item #4 - APPROVE RESOLUTION 2023-20 - Advanced Life Support Ambulance Agreement between El Dorado County ESA and Cameron Park Community Services District – (D. Martin) – Motion to approve made by TI, 2nd by EA with a friendly amendment to waive the reading of the resolution 2023-20, friendly amendment accepted by TI. Approved by a vote of 4-0-1.

7. **PUBLIC HEARING - APPROVE Resolution 2023-15** - El Dorado Disposal/Waste Connections Annual Fee Adjustment (A. Pichly, est. 15-20 minutes) TI made a motion to approve Resolution 2023-15, 2nd by DW. Resolution approved by a vote of 4-0-1.

3. **APPROVE RESOLUTION 2023-16** - Extension of Cooperative Fire Programs Fire Protection

Reimbursement Agreement between Cameron Park Community Services District and CAL FIRE (A. Pichly, M. Blankenheim, D. Martin, est. 20-30 minutes)

The Board moved into a 5-minute recess at 9:36 pm.

The Board reconvened at 9:54 pm.

EA –Motion to table the resolution to discuss at a later meeting in the near future and direct staff to establish some dates for the Board to meet in a special meeting and to promote through the usual channels. DW 2nd. Approved 4-0-1.

AGENDA

9. **PUBLIC HEARING** – First Reading of Amendment to Ordinance 2001-01, Section 5 - Conduct in the Park (A. Pichly, est. 10-15 minutes) SB made a motion to schedule second reading of the Ordinance and adoption for the June 21, 2023, regular Board meeting along with a resolution authorizing the adoption of the amendment to Ordinance No. 2001-01 Conduct in Parks, Section 5. 2nd by EA with a friendly amendment to add drones to Section 5, subsection S. Friendly amendment accepted by SB. Approved by a vote of 4-0-1.
 10. **APPROVE RESOLUTION 2023-18** - Culvert/Roadway repair (A. Pichly, M. Grassle, est. 5-10 minutes) DW made a motion to approve Resolution 2023-18, 2nd by TI. Resolution approved by a vote of 4-0-1.
 11. **APPROVE RESOLUTION 2023-19** – Employment Agreement for Interim General Manager (A. Pichly, est. 5-10 minutes) EA made a motion to approve Resolution 2023-19, 2nd by DW. Resolution approved by a vote of 4-0-1.
-

BOARD INFORMATION ITEMS

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

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

ADJOURNMENT EA made a motion to adjourn, 2nd by TI. Meeting adjourned at 10:24 pm.

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Agenda Transmittal

DATE: June 21, 2023

FROM: Kimberly Vickers, Recreation Supervisor

AGENDA ITEM #4: **Independent Contractor Agreement between Cameron Park Community Services District and Alta California Regional Center in the amount of \$99,995 for Community Engagement and Friendship Outreach; and Agreement between Cameron Park Community Services District and Moore Recreation Therapy & Consulting**

RECOMMENDED ACTION: APPROVE Resolution 2023-23

Introduction

Staff is recommending that the Board of Directors authorize the interim general manager to:

- Execute an agreement with Alta California Regional Center for Project High Five;
- Execute an agreement with Moore Recreation Therapy & Consulting;
- Direct staff to include grant revenues and expenditures in the Fiscal Year 2023-2024 Final Budget.

In late 2022, Recreation staff responded to a grant opportunity from the Alta California Regional Center, funding from the CA Department of Developmental Services. Grant funds totaling \$99,995 provides Cameron Park Community Services District (District) an ability for greater outreach and programming for youth with developmental disabilities and their families. The District's grant proposal, Project High Five, was awarded in March 2023. The term of the grant ends December 31, 2023.

Parks and Recreation Committee

The Parks and Recreation Committee discussed the grant with staff and supported the expanded programming opportunities.

Discussion

Project High Five focuses on community engagement and friendship outreach, education and training. Examples of these outreach projects include

- Teen – community integration programming
- Leisure skill building events
- Social skills training
- Integration of families and siblings in recreation activities.

Due to limited recreation staff, a contractor was sought to assist with implementing programming and staff training. Staff conducted outreach to three firms: 1) Recreation Therapy Consultants, 2) Debbie Bates – Therapeutic Recreation Consultants and 3) Moore Recreation Therapy & Consulting (MRTC) who was the only respondent. Services provided by MRTC focus on fostering self-esteem, improving social interactions and building friendships. Course manuals will be created by MRTC and retained by the District. MRTC will provide District staff training, topics to include person-center approaches, disability awareness and sensitivity, communication and adapting activities such as aquatic swim lessons.

Attachments

4A. Resolution 2023-23

4B. Award Letter, Alta California Regional Center

4C. Independent Contractor Agreement, Alta California Regional Center

4D. Addendum to Agreement, Alta California Regional Center

4E. Agreement for Professional Services, Moore Recreation Therapy & Consulting

RESOLUTION No. 2023-23
OF THE BOARD OF DIRECTORS
OF THE CAMERON PARK COMMUNITY SERVICES DISTRICT
June 21, 2023

**RESOLUTION TO APPROVE AN INDEPENDENT CONTRACTOR AGREEMENT
BETWEEN CAMERON PARK COMMUNITY SERVICES DISTRICT AND ALTA
CALIFORNIA REGIONAL CENTER IN THE AMOUNT OF \$99,995 FOR
COMMUNITY ENGAGEMENT AND FRIENDSHIP OUTREACH; AND
AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN CAMERON PARK
COMMUNITY SERVICES DISTRICT AND MOORE RECREATION THERAPY &
CONSULTING**

WHEREAS, the Alta California Regional Center, with funding from the CA Department of Developmental Services, offered grants for enhanced community integration for children and adolescents with developmental disabilities; and

WHEREAS, the Cameron Park Community Services District (District) desires to expand programming to youth and their families; and

WHEREAS, the Cameron Park was awarded a grant totaling \$99,995 for Project High Five;

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

- Authorize the General Manager to execute the Independent Contractor Agreement (including Addendum) between District and Alta California Regional Center; and
- Authorize the General Manager to execute Agreement for Professional Services between District and Moore Recreation Therapy & Consulting; and
- Allocate \$99,995 in revenues and expenditures in the Fiscal Year 2023-2024 Final Budget for implementation of the grant.

PASSED AND ADOPTED by the Board of Directors of the Cameron Park Community Services District, at a regularly scheduled meeting, held on the 21st day of June 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



March 9, 2023

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

Attn: Kimberly Vickers

Dear Ms. Vickers:

We extend our congratulations to the Cameron Park Community Services District. We are happy to inform you that your grant proposal **Project High Five** which focused on Community Engagement and Friendship outreach; and Education and Training, has been approved by the Department of Developmental Services (DDS). The amount was as requested, for a total of \$99,995.00.

In the next few days, we will send you a draft of the contract for the project. You will review the draft and provide input. The terms of the contract will be in accordance to the specifications by the DDS as stipulated in attachment A (included in the email). DDS requires the submission of a fully executed contract by March 31st, 2023, with a project start date of April 1st.

We are very excited for this opportunity for our clients to enjoy recreational activities in an inclusive and integrated settings. Congratulations, and we look forward to working and collaborating with you!

Sincerely,

A handwritten signature in black ink, appearing to read "H. Neri", is written over a light-colored rectangular background.

Helen G Neri
cn=Helen G Neri, c=US, o=Alta
California Regional Center,
email=hneri@altaregional.org
2023.03.09 18:09:09 -08'00'

Helen G. Neri
Community Services and Supports Manager
Alta California Regional Center

cc. John Decker, CSS Director
Jordan Eller, Specialized Services Manager
Kristi Shaffer, CSS Specialist

INDEPENDENT CONTRACTOR AGREEMENT

Between

ALTA CALIFORNIA REGIONAL CENTER

&

Cameron Park Community Services District

This Agreement is entered into as of the 1st day of April 2023, between Alta California REGIONAL CENTER ("ACRC") and the Cameron Park Community Services District ("the Contractor").

1. Independent Contractor. Subject to the terms and conditions of this Agreement, ACRC hereby engages the Contractor as an independent contractor to perform the services set forth herein, and the Contractor hereby accepts such engagement.
2. Duties. The Contractor's duties shall be set forth in Exhibit A. It is understood by the parties that the Contractor agrees to perform the duties outlined in Exhibit A to the extent permitted under the term and compensation provisions of this Agreement.
3. Term. The term of the engagement shall be through December 31, 2023. This Agreement may only be extended thereafter by mutual agreement.
4. Payment. ACRC agrees to pay contractor \$99,995.00 for the services to be provided by Contractor during the term of this Agreement as stipulated in Exhibit A, B, and C, attached and made a part of this agreement. Such payments shall be paid to Contractor based on invoices from the Contractor and approved by ACRC. Invoices shall include dates and hours worked and any appropriate supporting documentation. Payment of invoices shall be paid within 30 days after receipt of invoice and any adequate supporting documents by ACRC.
5. Expenses. The ACRC agrees to reimburse the Contractor for additional expenses incurred at the request of ACRC for items such as travel and per diem to attend meetings at locations other than the ACRC Sacramento offices. Contractor shall provide documentation of the expenses and shall be reimbursed in accordance with ACRC standards.
6. Inventions. Any and all inventions, discoveries, developments and innovations conceived by the Contractor during this engagement relative to the duties under this Agreement shall be the exclusive property of the ACRC; and the Contractor hereby assigns all right, title, and interest in the same to the ACRC. Any and all inventions, discoveries, developments and innovations conceived by the Contractor prior to the term of this Agreement and utilized by him in rendering duties to the ACRC are hereby licensed to the ACRC for use in its operations and for an infinite duration.

INDEPENDENT CONTRACTOR AGREEMENT

Between

ALTA CALIFORNIA REGIONAL CENTER

&

Cameron Park Community Services District

This license is non-exclusive, and may be assigned without the Contractor's prior written approval by the ACRC to a wholly owned subsidiary of the ACRC.

7. Confidentiality. The Contractor acknowledges that during the engagement he will have access to and become acquainted with various business secrets, innovations, processes, information, records and specifications owned or licensed by ACRC and/or used by ACRC or its Board in connection with the operation of its business including, without limitation, the ACRC's business and product processes, methods, consumers, accounts and procedures. The Contractor agrees that he will not disclose any of the aforesaid, directly or indirectly, or use any of them in any manner, either during the term of this Agreement or at any time thereafter, except as required in the course of this engagement with the ACRC. All files, records, documents, blueprints, specifications, information, letters, notes, media lists, original artwork/creative, notebooks, and similar items relating to the business of the ACRC, whether prepared by the Contractor or otherwise coming into his possession, shall remain the exclusive property of the ACRC.

The Contractor shall not retain any copies of the foregoing without the ACRC's prior written permission. Upon the expiration or earlier termination of this Agreement, or whenever requested by the ACRC, the Contractor shall immediately deliver to the ACRC all such files, records, documents, specifications, information, and other items in her possession or under his control. The Contractor further agrees that he will not disclose his retention as an independent contractor or the terms of this Agreement to any person without the prior written consent of the ACRC and shall at all times preserve the confidential nature of his relationship to the ACRC and of the services hereunder.

8. Conflicts of Interest; Non-hire Provision. The Contractor represents that he is free to enter into this Agreement, and that this engagement does not violate the terms of any agreement between the Contractor and any third party. Further, the Contractor, in rendering his duties shall not utilize any invention, discovery, development, improvement, innovation, or trade secret in which he does not have a proprietary interest. During the term of this agreement, the Contractor shall devote as much of her productive time, energy and abilities to the performance of his duties hereunder as is necessary to perform the required duties in a timely and productive manner. The Contractor is expressly free to perform services for other parties while or after performing services for the ACRC.

INDEPENDENT CONTRACTOR AGREEMENT

Between

ALTA CALIFORNIA REGIONAL CENTER

&

Cameron Park Community Services District

Termination. The ACRC or Contractor may terminate this Agreement at any time without cause with 20 days' written notice to the other party. In addition, if the Contractor is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directives from the ACRC, is guilty of serious misconduct in connection with performance hereunder, or materially breaches provisions of this Agreement, the ACRC at any time may terminate the engagement of the Contractor immediately and without prior written notice to the Contractor. However, if ACRC terminates this Agreement due to Contractor's breach, ACRC may offset losses it has incurred due to Contractor's breach against funds otherwise owed to Contractor.

9. Independent Contractor. This Agreement shall not render the Contractor an employee, partner, agent of, or joint venture with the ACRC for any purpose. The Contractor is and will remain an independent contractor in his relationship to the ACRC, except in regards to coverage under the ACRC's professional liability insurance. The ACRC shall not be responsible for withholding taxes with respect to the Contractor's compensation hereunder. The Contractor shall have no claim against the ACRC hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind, except in regards to the professional liability coverage.
10. Contractor's Indemnity. Contractor agrees to indemnify, defend, and hold harmless ACRC, DDS the State of California and their respective officers, agent, and employees (collectively, the "ACRC Indemnitees") from every claim or demand made by reason of:
- (a) Any personal injury or property damage sustained by any person, or entity, caused by or resulting from any act, neglect, default, or omissions of Contractor or of any person, or entity performing any services in connection with this Agreement on behalf of Contractor; and
 - (b) Claims under workers' compensation laws or other employee benefit laws by Contractor's agents or employees; and
 - (c) Contractor's failure to fulfill its obligations under this Agreement in strict accordance with its terms, including Contractor's breach of any representations or covenants given in this Agreement; and
 - (d) A violation of any local, state, or federal law, regulation or code by Contractor or by any of Contractor's employees, agents, consultants, or subcontractors in

INDEPENDENT CONTRACTOR AGREEMENT

Between

ALTA CALIFORNIA REGIONAL CENTER

&

Cameron Park Community Services District

connection with the conduct of their activities performed in connection with this Agreement.

Contractor at his own expense and risk, shall defend any action, legal proceeding, arbitration, or other mediation proceeding, that may be brought against the ACRC Indemnitees or any of them on any such claim or demand as set forth above. Contractor shall defend such matter by counsel reasonably satisfactory to ACRC. The ACRC Indemnitees need not have first paid any such claim in order to be so indemnified. Contractor shall also pay and satisfy any settlement, or any judgment which may be rendered against the ACRC Indemnitees or any of them arising from any injuries described in this Section including, but not limited to, those claims and demands resulting from the negligence of the ACRC Indemnitees or any of them; provided, however, Contractor shall have no duty to indemnify any particular ACRC Indemnitee for those injuries caused to Contractor or a third party by the gross negligence of such ACRC Indemnitee.

11. ACRC's Indemnity. ACRC agrees to indemnify, defend, and hold harmless Contractor and its respective officers and employees (collectively, the "Contractor Indemnitees") from every claim or demand made by reason of:
- (a) Any personal injury or property damage sustained by any person, or entity, caused by or resulting from any gross negligence of ACRC or of any person, or entity performing any services in connection with this Agreement on behalf of ACRC; and
 - (b) ACRC's failure to fulfill its obligations under this Agreement in strict accordance with its terms, including ACRC's breach of any representations or covenants given in this Agreement; and
 - (c) A violation of any local, state, or federal law, regulation or code by ACRC or by any of ACRC's employees, agents, consultants, or subcontractors in connection with the conduct of their activities performed in connection with this Agreement.

ACRC at his own expense and risk, shall defend any action, legal proceeding, arbitration, or other mediation proceeding, that may be brought against Contractor Indemnitees or any of them on any such claim or demand as set forth above. ACRC shall defend such matter by counsel reasonably satisfactory to Contractor. Contractor Indemnitees need not have first paid any such claim in order to be so

INDEPENDENT CONTRACTOR AGREEMENT

Between

ALTA CALIFORNIA REGIONAL CENTER

&

Cameron Park Community Services District

indemnified. ACRC shall also pay and satisfy any settlement, or any judgment which may be rendered against Contractor Indemnitees or any of them arising from any injuries described in this Section; provided, however, ACRC shall only have a duty to indemnify any particular Contractor Indemnitee for those injuries caused to Contractor or a third party by the gross negligence of ACRC or its officers, agents, or employees.

12. Survival. The indemnities set forth in this Section shall apply during the term of this Agreement and shall also survive the expiration, rescission, or termination of this Agreement, until such time as action against the ACRC Indemnitees and Contractor Indemnitees on account of any matter covered by each such indemnity is barred by the applicable statute of limitations.
13. Successors and Assigns. All of the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, if any, successors, and assigns.
14. Choice of Law. The laws of the state of California shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto.
15. Arbitration. It is the strong desire of the parties to this Agreement to settle between them any disagreements or disputes. However, if this is not possible based on good faith efforts by the parties, any unresolved controversies arising out of the terms of this Agreement or its interpretation shall be settled in Arbitration in accordance with the rules of the American Arbitration Association, and the judgment upon award may be entered in any court having jurisdiction thereof.
16. Headings. Section headings are not to be considered a part of this Agreement and are not intended to be a full and accurate description of the contents hereof.
17. Waiver. Waiver by one party hereto of breach of any provision of this Agreement by the other shall not operate or be construed as a continuing waiver.

INDEPENDENT CONTRACTOR AGREEMENT

Between

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Cameron Park Community Services District

18. Assignment. The Contractor shall not assign any of his rights under this Agreement, or delegate the performance of any of his duties hereunder, without the prior written consent of ACRC.
19. Notices. Any and all notices, demands, or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if personally served, or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand or other communication is given by mail, such notice shall be conclusively deemed given five days after deposit thereof in the United States mail addressed to the party to whom such notice, demand or other communication is to be given as follows:

If to the Contractor:

Cameron Park Community Services District
Project High Five
ATTN: Kimberly Vickers
2502 Country Club Drive
Cameron Park, CA, 95682

If to ACRC:

Alta California Regional Center
ATTN: Iqbal Ahmad, Chief Operating Officer

2144 Harvard Street, Suite 100
Sacramento, CA 95815

INDEPENDENT CONTRACTOR AGREEMENT

Between

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Cameron Park Community Services District

Any party hereto may change its address for purposes of this paragraph by written notice given in the manner provided above.

20. Modification or Amendment. No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.
21. Entire Understanding. This document and any exhibit attached constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.

Unenforceability of Provisions. If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above. The parties hereto agree that facsimile signatures shall be as effective as if originals.

REGIONAL CENTER:

ALTA CALIFORNIA REGIONAL
CENTER, INC., a California nonprofit
public benefit corporation

By: _____

Iqbal Ahmad, Chief Operating Officer

Cameron Park CSD

By: _____
Jill Ritzman, General Manager

INDEPENDENT CONTRACTOR AGREEMENT

Between

ALTA CALIFORNIA REGIONAL CENTER

&

Cameron Park Community Services District

CONTRACTOR:

By: Cameron Park Community Services District

Name: Kimberly Vickers

Title: Recreation Supervisor

SCOPE OF THIS AGREEMENT

EXHIBIT A: Terms of Payment

The Contractor will provide the following services (collectively, the "Services"). The contractor is the Cameron Park Community Services District, referred to here as "Cameron Park";

1. Payment to CAMERON PARK is through the Operations budget. No purchase of service funds is necessary.
2. There will be four payments made to CAMERON PARK. The first three payments will be 30% of the grant amount and 10% is paid as the final amount as described below:
 - a. An initial payment of 30 percent of the grant amount will be paid after the grant project contract is executed and the grantee submits an invoice to ACRC.
 - b. Subsequent payments of 30 percent of the grant amount will be made

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after the following conditions are met:

b.1 CAMERON PARK reports the expenditure of at least 60 percent of the funds aid to date or requests an additional payment to ensure the success of the grant project

b.2 ACRC determines that CAMERON PARK is meeting deliverables in accordance with the grant project

b.3 ACRC determines the expenses in the most recent progress report are appropriate and in accordance with the approved budget;

b.4 ACRC approves the most recent progress report;

b.5. ACRC approves the invoice that is submitted with the progress report; and

b.6. 90 percent of the grant amount have not been paid.

c. A final payment of 10 percent of the grant amount will be made after all of the following conditions have been met:

c.1 CAMERON PARK submits its final report within 7 days of completion of the project;

c.2 CAMERON PARK provides a final accounting and reconciliation of funds received and actual grant expenditures and submits its accounting and reconciliation to ACRC;

c.3 ACRC has reconciled CAMERON PARK 's invoices against their expenses; and

c.4 ACRC has made a determination that CAMERON PARK has satisfactorily completed all the terms and conditions required by the contract, including providing additional information requested by ACRC

3. Supporting documentation: CAMERON PARK shall maintain supporting documentation for all expenses for each line item of the approved budget form. Supporting documentation may be requested at any time and be subject to audit

INDEPENDENT CONTRACTOR AGREEMENT

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during and after completion of the grant project. Details are included in the Grant Budget Form (ATTACHMENT D). Examples of supporting documentation include, but are not limited to, the following:

- Timesheets
- Mileage logs
- Cancelled checks (stamped by the institution from which the money is drawn to indicate funds guaranteed on the check have been paid)
- Bank statements
- Purchase receipts
- Attendance records (e.g., workshops, trainings, etc.)

Exhibit B: Timeline of the Social Recreation Grant

GRANT ACTIVITY	TIMELINE
Release of social rec grant guidelines	October 14, 2022
Social rec grant guidelines webinar	October 19, 2022
Grant Proposal Request Form and proposals due to DDS	January 31, 2023
DDS informs RCs of the awarded grant projects and final RC funding allocation amounts are confirmed	February 28, 2023
Grant contracts due to DDS	March 31, 2023
All awarded projects must begin on or before this date	April 1, 2023

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Cameron Park Community Services District

Grant Project completion deadline-all reports due to RCs	December 1, 2023
Final RC payments to grantees	December 31, 2023
Final RC billing to DDS	January 31, 2024

Note: DDS and ACRC retain the ability to adjust this timeline based on operational needs

Exhibit C: Progress Reports and Project Monitoring

The progress reports shall be submitted to:

Kristi Shaffer- Grant Liaison
Community Services and Supports Specialist
2241 Harvard Street, Suite 100
Sacramento, CA, 95815
Email: kshaffer@altaregional.org

Progress Report Schedule	Due Date
First Progress report due from CAMERON PARK to ACRC	July 7, 2023
First Progress report due from ACRC to DDS	July 14, 2023
Second Progress report due from CAMERON PARK to ACRC	October 6, 2023
Second Progress report due from ACRC to DDS	October 13, 2023
Final Report due from CAMERON PARK to	December 1, 2023

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ACRC	
Final report due from ACRC to DDS	December 8, 2023

Note: Additional guidance will be provided by DDS about the quarterly report submission process

Standard Outcome Measures for this project are written below. These measures are required for all approved grant projects, except vendorization assistance, regardless of grant amount.

- Number of individuals that are directly served by the grant project. Do not count an individual or family more than once
- Race of ethnicity of individuals served by the grant project, if known. Individuals may self-identify their race or ethnicity
- Languages spoken and/or written by grantee when providing services funded by the grant project to individuals
- Number of new inclusive social and recreational activities accessed by individuals
- Number of individuals that made at least one new friend, if applicable. A new friend is someone the individual is familiar with and enjoys his/her company during play or other interactions

CAMERON PARK 's Project High Five focuses on Community Engagement and Friendship Outreach and Education and Training. Below are examples of outreach projects which include, but are not limited to:

- Peer-mentorship training programs
- Big Brother/Big Sister programs
- Socialization and social skills training
- Programs that integrate family and/or siblings in social and recreational activities

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Outcome measures that CAMERON PARK may report on include, but are not limited to:

- Number of training/classes held
- Number of people (include general population and individuals) who attended the training
- Number of outreach or community engagement events
- Number of people (include general population and individuals) who attended outreach or community engaged events
- Other measurable outcomes

Health and Safety procedures that Cameron Park will provide include, but are not limited to:

- Health and Safety measures (i.e. First aid, CPR, missing person, civil disturbance training)
- Special Incident Reporting to ACRC.



Alta California
Regional Center

Independent Contractor Agreement Contract Addendum

This is an addendum to the Social Recreation Grant contract of April 2023 between ACRC and Cameron Park.

Addendum: Cameron Park will seek to become a vendored provider for ACRC after the scope of this 2023 Social Recreation Project is completed.

REGIONAL CENTER:

ALTA CALIFORNIA REGIONAL
CENTER, INC., a California nonprofit
public benefit corporation

By: _____

Iqbal Ahmad, Chief Operating Officer

CONTRACTOR:

By: _____

Name: _____

Title: _____

Attachment 4E

Cameron Park Community Services District AGREEMENT FOR PROFESSIONAL SERVICES

This agreement is made and entered on this _____ day of _____, 2023, by and between the CAMERON PARK COMMUNITY SERVICES DISTRICT, herein after referred to as the DISTRICT and

Moore Recreation Therapy & Consulting Inc. hereinafter referred to as CONTRACTOR.

WITNESSETH

Whereas, the DISTRICT requires specialized professional services for special projects; and

Whereas, the DISTRICT retains a small work force that from time to time is unable to complete the special project due to time constraints or lack of experience in the project area; and

Whereas, the Board of Directors has expressed its desire for the DISTRICT to retain as independent CONTRACTORS, individuals with the appropriate background and experience to provide professional services for special projects; and

Whereas, the CONTRACTOR is a competent and experienced individual willing to provide professional services on behalf of the DISTRICT.

NOW, THEREFORE, in consideration of the above recitals and the covenants and conditions herein contained, the parties do mutually agree as follows:

1. Services. The services to be performed by CONTRACTOR under this Agreement shall include those services set forth in Exhibit A. CONTRACTOR shall conduct the activity in a professional and dignified manner.
2. Assignment. This is an agreement for personal services and is not assignable to another individual or business.
3. Independent CONTRACTOR. CONTRACTOR and any and all agents and/or employees of CONTRACTOR shall perform services required pursuant to this Agreement as an independent CONTRACTOR and not as an officer, employee or agent of the DISTRICT. Payments to CONTRACTOR will be reported to state and federal tax authorities as required by law and the DISTRICT will not withhold any sums from compensation payable to CONTRACTOR. CONTRACTOR is independently responsible for payment of all applicable taxes.

Attachment 4E

4. Term. This Agreement shall commence on the date first written above, and will carry forward for a period of 8 months, unless terminated by either party in accordance with the provisions set forth in Section 6 below.
5. Termination. DISTRICT may terminate this Agreement by providing CONTRACTOR with fifteen (15) days prior written notice of termination. Similarly, CONTRACTOR may terminate the Agreement by providing the DISTRICT with a minimum of thirty (30) days prior written notice, provided that no termination by CONTRACTOR shall be effective prior to rendition of services, for which money has been collected from the participants.
6. Default. In the event that CONTRACTOR is in default for cause under the terms of this Agreement, the DISTRICT will notify CONTRACTOR of default and allow for the CONTRACTOR to cure the default within five days. If the CONTRACTOR does not cure the default, the DISTRICT may terminate the agreement immediately.
7. Compensation & Payment Schedule. Payment will be made to the contractor as outlined in Exhibit A.
8. Indemnification/Hold Harmless. CONTRACTOR agrees to indemnify and hold harmless the DISTRICT, its Board of Directors, officers, and employees, harmless from any and all claims, damages, losses, causes of action and demands, including reasonable attorney fees and costs, incurred in connection with or in any manner arising out of CONTRACTOR's performance of services contemplated by this Agreement. CONTRACTOR shall not be liable for damage or injury occasioned by the sole, and active negligence or willful misconduct of the DISTRICT and its officers, agents, or employees.
9. Non-Discrimination. CONTRACTOR shall abide by the District Harassment Policy. The DISTRICT shall work with CONTRACTOR to make reasonable accommodations for individuals with special needs.
10. Insurance – Exhibit B

11. Contact Information:

CONTRACTOR:

Name _____

Address _____

Phone _____

Email _____

DISTRICT:

Contact Name: Jill Ritzman, Interim General Manager
Address: 2502 Country Club Drive, Cameron Park CA 95682
Phone: 530-350-4651
Email: jritzman@cameronpark.org

The parties agree to the above terms and conditions.

CONTRACTOR

DISTRICT

Print name

Print name

Signature

Title

Signature

Date

Date

Exhibit A – Scope of Services and Compensation
Exhibit B – Insurance Requirements

Cameron Park Community Services District
EXHIBIT A
Scope of Services & Compensation

Contractor Scope of Services:

Social skills classes- Create, implement, and document classes with the following focus: emotion regulation, body and emotion awareness, problem solving, making new friendships, relationship building, self-esteem, social interactions, and social skill development.

- August start of classes
- Bi-weekly class
- W 530-630pm
- K-5th grade
- Create course manual for District to Retain

Staff training- Create and implement staff training for District staff with the following topics: person-centered approaches, Disability awareness and sensitivity, specialized program development and implementation, assessment and documentation, accommodations and adapting activities, communication and behavior management, and program specific training for aquatics. In addition, staff will learn about adaptive equipment and tools to support participants individually and promote independence.

- Aquatics specific training for swim lessons
- Max Six trainings (monthly training 2hrs)
- Provide Training materials for District to continue trainings

Reporting:

Contractor will provide data as requested that aligns with Grant reporting requirements

Compensation:

Contractor will receive payment in two installments one at the start of Contract, and once at conclusion.

Payment Schedule:

- 1st- By July 1, 2023- \$21,050
- 2nd- December 31, 2023- \$21,050

Cameron Park Community Services District

EXHIBIT B

Insurance Requirements

- I. Types and Limits. Consultant at its sole cost and expense shall procure and maintain for the duration of this agreement the following types and limits of insurance:

Type	Limits
Commercial Public Liability and Property Damage	\$3,000,000 per occurrence
Worker's Compensation Employer's Liability	\$1,000,000 per occurrence
Errors and Omissions Coverage	\$1,000,000 per wrongful act

- II. Other Requirements. The public liability, property damage and automobile liability insurance furnished by Consultant shall name District as an additional insured and shall directly protect, as well as provide the defense for District, its officers, agents and employees as well as Consultant, and its agents, and employees, if any, from all suits, actions, damages, losses or claims of every type and description to which they may be subjected by reason of or resulting from Consultant's operations in the performance of the Work pursuant to this Agreement, and all insurance policies shall so state. Said insurance shall also specifically cover the contractual liability of Consultant. Said insurance shall also specify that it acts as primary insurance and District's insurance shall not contribute with Consultant's insurance. If Consultant fails to maintain such insurance, District may declare a default in the performance of this Agreement and exercise the remedies specified in Section 4 of this Agreement.
- III. Consultant shall be permissibly self insured or shall carry full workers' compensation coverage for all persons employed, either directly or through subcontractors, in carrying out the Work contemplated by this Agreement and in accordance with the Workers' Compensation Act contained in the Labor Code of the State of California. If Consultant fails to maintain such insurance, District may declare a default in the performance of this Agreement and exercise the remedies specified in Section 4 of this Agreement.
- IV. Consultant agrees to furnish a certificate or certificates substantiating the fact that it has taken out the insurance set forth above for the period covered by the Agreement and all endorsements substantiating coverage of District and its agents and employees as additional insureds. All insurance is to be placed with insurers with a

Attachment 4E

current A.M. Best rating A:VII or better unless otherwise accepted in writing by District.

- V. Each such certificate shall bear an endorsement precluding the cancellation or reduction in coverage of any policy covered by such certificate before the expiration of thirty (30) days after District shall receive notification of such cancellation or reduction.



Agenda Transmittal

DATE: June 21, 2023

FROM: Dusty Martin, Assistant Chief

AGENDA ITEM #5: **APPROVE RECEIPT OF AMERICAN RESCUE PLAN ACT FUNDS;
ALLOCATE \$45,454 IN FISCAL YEAR 2023-2024 FINAL BUDGET**

RECOMMENDED ACTION: APPROVE

BACKGROUND

In 2021, El Dorado County was awarded funds from the American Rescue Plan Act (ARPA). A portion of those funds were allocated to each Fire Department in El Dorado County for response to the Corona Virus emergency. The County allocated \$22,272 per each fire engine, for a total of \$45,454 for Cameron Park Fire Department. In April 2023, the County of El Dorado and Cameron Park Community Services District executed the ARPA Sub-Recipient Agreement.

BUDGET AND ADMINISTRATION COMMITTEE

The Budget and Administration Committee directed staff to forward the American Rescue Plan Act grant funds to the Board with their support.

DISCUSSION

Cameron Park Fire Department sent a request for approval to El Dorado County for the following items:

- Uniforms
- Cleaning supplies
- Washer and Drier for each station
- Medical gloves

This request was based on the approved list of items from the County and include the following qualifying equipment and /or supplies:

- PPE – including uniforms. Structural firefighting gear excluded
- Decontamination supplies and consumables
- Disinfection machines (autoclave, Decon 7, etc.)
- Cleaning solutions and equipment for facilities

Staff is requesting that the \$45,454 in revenues and expenditures be allocated in Fiscal Year 2023-2024 Final Budget, using the following codes for expenditures.

- 01-5230-3000 Uniforms - \$25,775.00
- 01-5295-3000 PPE - \$3,400.00
- 01-5315-3000 Household - \$16,279.00

Attachments

5A. Resolution 2023-24

5B. ARPA Sub recipient Agreement between County of El Dorado and Cameron Park Community Services District

5C. Fire Chief's Association proposed ARPA funding distribution letter

RESOLUTION No. 2023-24
OF THE BOARD OF DIRECTORS
OF THE CAMERON PARK COMMUNITY SERVICES DISTRICT
June 21, 2023

**RESOLUTION TO APPROVE RECEIPT OF AMERICAN RESCUE PLAN ACT
GRANT FUNDS AND ALLOCATE FUNDING IN
FISCAL YEAR 2023-2024 FINAL BUDGET**

WHEREAS, In 2021, El Dorado County was awarded funds from the American Rescue Plan Act (ARPA) and a portion of those funds were allocated to each Fire Department in El Dorado County for response to the Corona Virus emergency; and

WHEREAS, Cameron Park Community Services District Fire Department received \$45,454 for equipment and supplies for response to Corona Virus; and

WHEREAS, Cameron Park Community Services District executed a Sub-Recipient Agreement with the County of El Dorado for ARPA funds in April 2023;

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

- Approves the receipt of American Rescue Plan Act grant funds; and
- Directs staff to allocate \$45,454 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 21st day of June 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

**Subrecipient Agreement Between the
County of El Dorado and Cameron Park Community Services District**

**American Rescue Plan Act
Coronavirus State and Local Fiscal Recovery Funds**

Agreement #7690

This Agreement made and entered by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and Cameron Park Community Services District, Fire Department, whose principal place of business is 3200 Country Club Drive, Cameron Park, CA 95682 (hereinafter referred to as "Subrecipient");

WHEREAS, on March 13, 2020, the President of the United States issued a Proclamation on Declaring a National Public Health Emergency as a result of the COVID-19 outbreak; and

WHEREAS, on March 11, 2021, the President of the United States signed into law the American Rescue Plan Act ("ARPA"); and

WHEREAS, ARPA established the Coronavirus State and Local Fiscal Recovery Funds ("SLFRF"), which provides aid to state, local, and tribal governments to mitigate the fiscal effects stemming from the public health emergency; and

WHEREAS, County qualified as an eligible local government and received SLFRF funding from the U.S Department of Treasury; and

WHEREAS, County acknowledges that the economic impacts of COVID-19 are widespread and County, through the spirit of collaboration, desires to provide a portion of its SLFRF funding to aid other local agencies and community organizations in addressing the impacts of the COVID-19 Public Health Emergency; and

WHEREAS, ARPA allows local government to use the SLFRF funds received to respond to the public health emergency with respect to the Coronavirus Disease 2019 (COVID19) or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality; and

WHEREAS, ARPA permits SLFRF funds to be used to fund costs obligated by a local government by December 31, 2024 and expended by December 31, 2026; and

WHEREAS, County has awarded SLFRF funds to Subrecipient for the an SLFRF-eligible project; and

WHEREAS, Subrecipient and County wish to enter into this Subrecipient Agreement to document the terms and conditions of the SLFRF project.

NOW, THEREFORE, the Parties mutually agree as follows:

I. AGREEMENT TERM

This Agreement shall become effective on the date of execution, and end on the date that all close-out requirements are satisfied, as described in (IV)(H).

This Agreement may be extended only upon the written approval of both Parties, provided, however, that all terms and conditions of this Agreement shall remain in full force and effect unless this Agreement is specifically amended.

Reporting and document retention requirements shall extend beyond the term of this Agreement to the extent required by Government Code Section 8546.7 and 2 CFR 200.334.

II. SUBAWARD INFORMATION

This Agreement is a subaward, pursuant to 2 C.F.R 200.331(a), for the purpose of carrying out a portion of a Federal award. This Agreement is not for the purposes of obtaining goods or services and does not constitute procurement relationship with Subrecipient. The federal awarding agency is the United States Department of the Treasury. The County is a pass-through entity.

This subaward Agreement is not for Research and Development.

As required by 2 CFR 200.332, the following information applies to this subaward:

- A. The federal award in question is Coronavirus State and Local Fiscal Recovery Funds
- B. The subrecipient's unique entity identifier is ET1ZCPBTANU1
- C. The Federal Award Identification Number (FAIN) is SLFRP2120
- D. The date of the Federal award is May 19, 2021
- E. All costs related to this subaward must be obligated by December 31, 2024, and expended by December 31, 2026.
- F. The budget period for this subaward is March 3, 2020 to December 31, 2026.
- G. The amount of federal funds obligated by this Agreement is \$45,454. The Total Amount of Federal Funds obligated to the subrecipient, including the current financial obligation, is \$45,454. The Total Amount of the Federal Award committed to the subrecipient by this Agreement is \$45,454.
- H. The Federal Awarding agency is the United States Department of Treasury. The awarding official for the County is Tiffany Schmid, Interim Chief Administrative Officer.

I. The assistance listing number and title of this award is 21.027.

J. The indirect cost rate of this award is 0%.

If either party becomes aware that any of the information identified in this Article is no longer valid, that party must provide notice to the other party as soon as reasonably possible.

III. ACTIVITIES & ALLOWABLE COSTS

A. Activities

Subrecipient shall be responsible for administering all eligible activities in a manner satisfactory to County and consistent with any standards required as a condition of providing these funds. Allowable activities must comply with 42 USC Chapter 7, Subchapter IV, §803 (c)(1)(A) or (D), and 31 CFR Part 35 (35.1 et seq.).

B. Allowable Costs

Subrecipient shall use all funding received under this Agreement for those purposes defined in Attachment A, "SLFRF Project" and with all applicable provisions of federal law governing allowable costs, including 2 CFR Part 200. Failure of Subrecipient to comply with the provisions of this Agreement, including non-compliance with 2 C.F.R. 200, may result in expenses being disallowed, withholding of federal funds, and/or termination of this Agreement.

IV. NOTICES

Notices to County as required by this Agreement shall be delivered in writing, via email and addressed to County as set forth below. Notices to Subrecipient as required by this Agreement shall be in writing, via email and addressed to Subrecipient as set forth below. All such notices shall also be deemed duly given if personally delivered, or if deposited in the United States Mail, registered or certified return receipt requested.

For County: Tiffany Schmid, Interim Chief Administrative Officer
Address: 330 Fair Lane, Placerville
Email: tiffany.schmid@edcgov.us

For Subrecipient: Dustin Martin, Division Chief
Address: 3200 County Club Drive, Cameron Park, CA 95633

V. TERMS & CONDITIONS

The following requirements are applicable to all activities undertaken with SLFRF funds.

A. Compliance with State and Local Requirements

Subrecipient acknowledges that this Agreement requires compliance with the regulations of the State of California and with all applicable state and local orders, laws, regulations, rules, policies, and certifications governing any activities undertaken during the performance of this Agreement.

B. Compliance with Federal Requirements

Subrecipient acknowledges that Allowable Costs funded or reimbursed by County to Subrecipient are not considered to be grants but are “other financial assistance” under 2 C.F.R. 200.1. This Agreement requires compliance with certain provisions of Title 2 C.F.R. 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Subrecipient agrees to comply with all applicable federal laws, regulations, and policies governing the funds provided under this Agreement. Subrecipient further agrees to utilize available funds under this Agreement to supplement rather than supplant funds otherwise available.

During the performance of this Agreement, the Subrecipient shall comply with all applicable federal laws and regulations, including, but not limited to, the following:

- SLFRF payments are considered to be federal financial assistance subject to the Single Audit Act (31 U.S.C. 7501-7507).
- Subrecipients are subject to a single audit or program specific audit pursuant to 2 C.F.R. 200.501(a) when Subrecipient spends \$750,000 or more in federal awards during their fiscal year.
- SLFRF payments are subject to 2 C.F.R. 200.303 regarding internal controls.
- SLFRF payments are subject to 2 C.F.R. 200.330 through 200.332 regarding subrecipient monitoring and management.
- SLFRF payments are subject to Subpart F regarding audit requirements.

Subrecipient shall ensure that any contract entered into that is funded in whole or in part by this Agreement contains a provision making them subject to all of the provisions stipulated in this Agreement, including but not limited to 2 C.F.R. 200.303, 2 C.F.R. 200.330-332, 2 C.F.R. 200.501(a), and 2 C.F.R. Part 200 Subpart F. Subrecipient shall not enter into any contract funded in whole or in part by this Agreement that is in excess of one-hundred thousand dollars (\$100,000), without obtaining the prior written consent of the County's Administrator.

Subrecipient is also responsible for ensuring that any contract or subcontract funded in whole in part by this Agreement contains all necessary clauses required by state and federal law, including, but not limited to, 2 CFR Part 200, Appendix II.

With respect to any conflict between such federal requirements and the terms of this

Agreement and/or the provisions of state law and except as otherwise required under federal law or regulation, the more stringent requirement shall control.

C. Indemnification and Hold Harmless

To the fullest extent allowed by law, Subrecipient shall defend, indemnify, and hold County and its officers, directors, and employees harmless against and from any and all claims, suits, losses, damages, and liability for damages, including attorney's fees and other costs of defense brought for or on account of injuries to or death of any person, including but not limited to, workers and the public, or on account of injuries to or death of County employees, or damage to property, or any economic, consequential or special damages which are claimed or which shall in any way arise out of or be connected with Subrecipient's services, operations or performance hereunder, regardless of the existence or degree of fault or negligence on the part of County, Subrecipient, any contractor of the Subrecipient, or employees of any of these, except for liability, claims, suits, losses, damages or expenses arising from the sole negligence or willful acts of the County, its officers and employees, or as expressly prescribed by statute

The duty to indemnify and hold harmless County specifically includes the duties to defend set forth in Section 2778 of the Civil Code. Subrecipient shall reimburse County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which Subrecipient is obligated to indemnify, defend and hold harmless County under this Agreement.

D. Misrepresentations & Noncompliance

Subrecipient hereby asserts, certifies and reaffirms that all representations and other information contained in Subrecipient's application, request for funding, or request for reimbursement are true, correct and complete, to the best of Subrecipient's knowledge, as of the date of this Agreement. Subrecipient acknowledges that all such representations and information have been relied on by County to provide the funding under this Agreement.

Subrecipient shall promptly notify County, in writing, of the occurrence of any event or any material change in circumstances which would make any Subrecipient representation or information untrue or incorrect or otherwise impair Subrecipient's ability to fulfill Subrecipient's obligations under this Agreement.

E. Workers' Compensation

Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

F. Insurance

Subrecipient shall carry sufficient insurance coverage to protect any funds provided to Subrecipient under this Agreement from loss due to theft, fraud and/or undue physical damage. Subrecipients that are self-insured shall maintain excess

coverage over and above its self-insured retention limits.

G. Amendments

This Agreement may be amended at any time only by a written instrument signed by both Parties. Such amendments shall not invalidate this Agreement, nor relieve or release either Party from its obligations under this Agreement. County may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Parties.

H. Suspension or Termination

Termination by Default: If either party becomes aware of an event of default, that party shall give written notice of said default to the party in default that shall state the following:

1. The alleged default and the applicable Agreement provision.
2. That the party in default has ten (10) days upon receiving the notice to cure the default (Time to Cure).

If the party in default does not cure the default within ten (10) days of the Time to Cure, then such party shall be in default and the party giving notice may terminate the Agreement, or any issued under this Agreement, by issuing a Notice of Termination. The party giving notice may extend the Time to Cure at their discretion. Any extension of Time to Cure must be in writing, prepared by the party in default for signature by the party giving notice, and must specify the reason(s) for the extension and the date in which the extension of Time to Cure expires.

If County terminates this Agreement, in whole or in part, for default:

1. County reserves the right to use any remaining SLFRF funds for similar purposes, or for any other allowable purpose for SLFRF funds.
2. County shall pay to Subrecipient any costs that were determined to be allowable before the date of the Notice of Termination, unless County or other federal or state officials have determined to be unallowable by subsequent audit.
3. Subrecipient shall refund to County any amounts previously paid that were subsequently determined to be unallowable.

The following shall be a material breach of this Agreement:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and Federal awarding

agency guidelines, policies or directives as may become applicable at any time;

2. Failure, for any reason, of Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement, including the obligation to submit proper documentation in (IV)(G) and (IV)(H),;
 3. Ineffective or improper use of funds provided under this Agreement; or
 4. Submission by the Subrecipient to County reports that are incorrect or incomplete in any material respect.
- I. Termination or Cancellation without Cause: County may terminate this Agreement or any Work Order issued pursuant to this Agreement, in whole or in part, for convenience upon thirty (30) calendar days' written Notice of Termination. If such termination is effected, County will pay for costs determined to be allowable before the effective date of termination, as set forth in the Notice of Termination provided to Subrecipient. In no event, however, shall County be obligated to pay any costs that are not allowable under the federal award. Program Fraud & False or Fraudulent Statements or Related Acts

Subrecipient and any contractor or subcontractor of the Subrecipient must comply with 31 U.S.C. Chapter 38 (3801 et seq), Administrative Remedies for False Claims and Statements, which shall apply to the activities and actions of Subrecipient and any contractor or subcontractor pertaining to any matter resulting from a contract that is funded in whole or in part by this Agreement.

J. Debarment / Suspension and Voluntary Exclusion

1. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of the Treasury regulations at 31 C.F.R. Part 19 (Governmentwide Debarment and Suspension).
2. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. A contract award must not be made to parties listed in the Systems of Award Management ("SAM") Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov.
3. By signing this Agreement, Subrecipient certifies that that neither it nor its principals are presently debarred or suspended by any Federal department or

agency from participation in this transaction. If the Subrecipient uses any contractors, Subrecipient shall comply with Federal Acquisition Regulation 52.209-6, Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment, dated November 2021.

- K. **Governing Law and Venue.** This Agreement shall be interpreted under, and governed by, the laws of the State of California, without regard to conflicts of laws principles. Any claim, suit, action, or proceeding brought in connection with this Agreement shall be in the Superior Court of the County of El Dorado and each party hereby irrevocably consents to the personal and subject matter jurisdiction of such court and waives any claim that such court does not constitute a convenient and appropriate venue for such claims, suits, actions, or proceedings.

VI. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

Subrecipient agrees to comply with and agrees to adhere to appropriate accounting principles and procedures, utilize adequate internal controls, and maintain necessary source documentation for all Allowable Costs.

B. Audits and Inspections

For purposes of compliance with Government Code Section 8546.7 and 2 CFR Part D (200.300 et seq) and Part F (200.500), Subrecipient shall provide County, any duly authorized representative of the County, or any applicable federal or state official access to all records related to this Agreement at all reasonable times to audit, examine, and make excerpts or transcripts of all relevant data during this Agreement period and for three (3) years from the required retention period set forth in paragraph D below and all other pending matters are closed. For purposes of this paragraph, applicable federal or state official includes any duly authorized representative of the United States Treasury Department, or the Comptroller General of the United States or any of their authorized representatives, and the California State Auditor. The right of access also includes timely and reasonable access to Subrecipient's personnel for the purpose of interview and discussion related to such documents. Any deficiencies noted in audit reports must be resolved by Subrecipient within 30 days after notice of such deficiencies by the Subrecipient. Failure of Subrecipient to comply with the audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.

If Subrecipient expends \$750,000 or more in total federal assistance (all programs) in a single year, must have an audit conducted of Coronavirus Relief Funds in accordance with 2 C.F.R. Part 200, Subpart F—Audit Requirements. Subrecipient

shall submit a copy of that audit to County.

Subrecipients who do not meet the Single Audit threshold are required to have a program-specific Coronavirus Relief Funds audit conducted in accordance with 2 CFR § 200.507 - Program-Specific Audits and may be required to submit such copy of that audit to County.

Issues arising out of noncompliance identified in a Single or Program-Specific Coronavirus Relief Funds audit are to receive priority status of remediation or possible return of all funds to County.

C. Record Retention

Consistent with 2 CFR 200.334, Subrecipient shall retain sufficient financial records for a period of five (5) years from the date of submission of the final expenditure report. For purposes of this Agreement, financial records includes, but is not limited to, supporting documents, statistical records, and any other records of any type that is pertinent to ensure compliance with this Agreement , as well as the compliance of all contractors or consultants funded in whole or in part by this Agreement, and the related federal award.

D. Internal Controls

Subrecipient must comply with 2 C.F.R. 200.303 and establish and maintain effective internal control over the funds allocated under this Agreement and provide reasonable assurance that the Subrecipient is managing the award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in “Standards for Internal Control in the Federal Government” issued by the Comptroller General of the United States or the “Internal Control Integrated Framework” issued by the Committee of Sponsoring Organizations of the Treadway Commission.

E. Personally Identifiable Information

Subrecipient must comply with 2 C.F.R. 200.303(e) and take reasonable measures to safeguard protected personally identifiable information, as defined in 2 C.F.R. 200.1, and other information designated as sensitive or the Subrecipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

F. Monitoring & Compliance

County shall evaluate the Subrecipient's risk of noncompliance and monitor the activities of Subrecipient as necessary to ensure that the SLFRF funds are used for authorized purposes, in compliance with Federal statutes, regulations, and the terms

and conditions of this Agreement. Monitoring of Subrecipient shall include reviewing invoices for allowable costs, reviewing payroll logs, reviewing applicable contracts and other documentation that may be requested by the County to substantiate allowable costs, reviewing financial and performance reports, . If subrecipient fails to timely submit proper documentation verifying allowable costs upon request by County, then County may treat that failure as a material breach of the Agreement and recoupment of awarded funds from the Subrecipient.

County shall verify that Subrecipient is audited as required by 2 C.F.R. Part 200 Subpart F—Audit Requirements. County may take enforcement action against noncompliant Subrecipient as described in 2 C.F.R. 200.338 Remedies for noncompliance of this part and in program regulations

Subrecipient shall submit written progress reports to County's Administrator at the end of each fiscal year. Subrecipient shall prepare the reports in a sufficiently detailed manner for County's Administrator to determine whether Subrecipient is using the funds allocated by this Agreement consistent with this Agreement and meeting the objectives of the federal award. County's Administrator shall review those reports to determine whether the Subrecipient is complying with the terms of this Agreement and meeting the objectives of the federal award, and may request revisions as necessary. This reporting requirement may be fulfilled in conjunction with the reporting requirements in section (VI) (H).

G. Close-Outs

Subrecipient shall close-out its use of funds under this Agreement by complying with the closeout procedures set forth in 2 C.F.R. 200.344 and the procedures described below. Subrecipient's obligation to County will not terminate until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to:

- Submission of final financial, performance and all other required reports and documentation no later than 90 calendar days after the end date of the period of performance or project.
- Return of any unspent or disallowed SLFRF funds to County.

Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that Subrecipient has control over funding provided under this Agreement.

H. Payment & Reporting Procedures

1. Reporting Requirements

Reports shall be made on a monthly or quarterly basis, as defined in Exhibit A, "SLFRF Project." Reports shall include:

- Project status
- Detail of funds obligated in the reporting periods
- Summary of funds obligated from project inception through the reporting period
- Detail of expenditures for the report period. Reports shall include sufficient information to demonstrate that each expenditure is an allowable cost for SLFRF funding. Such reporting may include documentation of invoices, confirmation of receipt of products, submission of payroll logs, proof of contracts, etc., to substantiate that the expense is an allowable cost. Failure to submit proper documentation verifying that the expense is an allowable cost may result in termination of this Agreement and recoupment of awarded funds from the Subrecipient that are subsequently determined to be unallowable.
- Summary of expenditures from project inception through the reporting period.
- Any other information or documentation necessary to comply with SLFRF reporting requirements as determined by the Department of the Treasury. Reports for those periods including the final month is a calendar quarter (March, June, September, December) shall be due to County fifteen (15) calendar days after the end of the reporting period. All other monthly reports, if applicable, shall be due to County on the last day of the following month.

Reports shall be submitted to County via email to jeremy.apodaca@edcgov.us, with a copy to kerri.williams-horn@edcgov.us.

2. Payment Procedure for Advance Payments

Advance payments shall be provided pursuant to Exhibit A "SLFRF Project."

If advance payments are authorized by Exhibit A, County shall advance funds to Subrecipient within forty-five (45) days following execution of this Agreement for allowable costs as defined in Exhibit A.

If Subrecipient has received an advance payment, Subrecipient shall include an accounting of advanced funds in each report submitted.

Any SLFRF funds advanced to Subrecipient but not expended shall be returned to County upon project completion and no later than December 30, 2026, or such earlier date as maybe required by SLFRF regulation or procedure.

3. Payment Procedure for Reimbursement Payments

Subrecipient shall provide a request for reimbursement with each report for any expenditures in excess of advanced funds received. County shall review that report to determine if the costs are allowable. County shall make payment within forty-five (45) days of the County approving the request. Reimbursement of expenditure shall be made on the basis of expenditures incurred and paid by Subrecipient.

4. Provisions for Additional Advance Payment

Notwithstanding the procedures in this section, or the provisions of Exhibit A "SLFRF Project," County may, at its sole discretion, approve an advance payment to Subrecipient, upon request from Subrecipient. Such approval shall not increase the project total amount, or authorize a change to the project activities or allowable costs.

I. Duplication of Benefits

Subrecipient certifies that it has disclosed all other funding received, dedicated, or obligated for activities funded by this Agreement. Funding to be disclosed includes any grant or similar funding from Federal, State, or local public agencies; any funds designated or obligated by Subrecipient prior to execution of this Agreement; or any other funds received from a public or private entity designated or intended for activities funded by this Agreement.

Should Subrecipient receive or seek funding that would be eligible for disclosure, Subrecipient shall notify County within fourteen (14) calendar days. If Subrecipient receives funding for activities funded by this Agreement after execution of this Agreement, in an amount exceeding Subrecipient's total unreimbursed costs, County may, at its discretion, require return of SLFRF funds in excess of total costs unreimbursed by other sources.

VII. Personnel & Participation Conditions

1. Hatch Act

Subrecipient must comply with provisions of the Hatch Political Activity Act of 1939 (18 U.S.C. 592 et seq) limiting the political activities of public employees, as it relates to the programs funded.

2. Conflict of Interest

The Subrecipient shall maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract

supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

VIII. ATTACHMENTS

All attachments to this Agreement are incorporated as if set out fully. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

This Agreement contains the following attachments:

- Exhibit A – SLFRF Project

VII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

VIII. WAIVER

County's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of County to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

IX. CERTIFICATION

The Subrecipient hereby certifies that they have the authority and approval from the governing body to execute this Agreement and request reimbursement from County from the allocation of the Coronavirus State and Local Fiscal Recovery Funds provided to County for allowable costs.

Subrecipient understands any award of funds pursuant to this agreement must adhere to official federal guidance issued or to be issued on what constitutes a necessary expenditure and that the Subrecipient has reviewed the guidance established by U.S. Department of the Treasury and certify costs meet the required guidance. Any funds expended by the Subrecipient or its contractor (s) or subcontractor(s) in any manner that does not adhere to official federal guidance shall be returned to County.

Subrecipient agrees that they will retain documentation of all uses of the funds, including, but not limited to, invoices and/or sales receipts in a manner consistent with §200.333 *Retention requirements for records* of 2 CFR Part 200 *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

Subrecipient understands any funds provided pursuant to this agreement cannot be used as a revenue replacement for lower than expected tax or other revenue collections and cannot be used for expenditures for which the Subrecipient has received any other emergency COVID-19 supplemental funding (whether state, federal or private in nature) for that same expense.

X. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Parties relating to County's allocation of SLFRF funding to Subrecipient. This Agreement is subject to availability of Federal assistance under the State and Local Fiscal Recover Funds as authorized under ARPA. County has no legal requirement to provide funding to any Subrecipient.

XI. SIGNATURE AUTHORITY

The following specific officers/officials, or their authorized designees, are required to sign this Agreement on behalf of the Subrecipient. Note: If this Agreement is signed by a designee, a duly authenticated delegation of authority evidencing the signer's authority to execute the Agreement for and on behalf of the Subrecipient must be attached to the Agreement for review by County.

XII. ADMINISTRATOR

The County officer or employee with responsibility for administering this Agreement is Tiffany Schmid, Interim Chief Administrative Officer, or successor.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement on the dates hereafter set forth below.

-- COUNTY OF EL DORADO --

By: *Tiffany A Schmid*
Tiffany A Schmid (Apr 28, 2023 09:50 PDT)

Dated: 04/28/2023

Tiffany Schmid
Interim Chief Administrative Officer
"County"

-- SUBRECIPIENT --

By: *D. Martin*
Dustin Martin (Apr 27, 2023 15:02 PDT)

Dated: 04/27/2023

Dustin Martin
Assistant Chief
"Subrecipient"

**EXHIBIT A – SLFRF
PROJECT**

SUBRECIPIENT NAME: Cameron Park CSD Fire Department

PERIOD OF PERFORMANCE: March 3, 2020 – December 31, 2026

DESCRIPTION OF PROJECT:

Replacement uniforms, clothes washers, and clothes dryers, and cleaning supplies, which will allow more frequent washing of uniforms after exposure, and address additional wear on uniforms and washer dryer equipment

ELIGIBLE USE OF FUNDS:

Direct purchase of uniforms (including cold weather gear) and clothes washer and dryer, and cleaning supplies.

SLFRF Use of Funds (select one):

Respond to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19) or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality.

Make necessary investments in water, sewer, or broadband infrastructure.

PROJECT TOTAL AMOUNT: \$45,454.00

Advance Funding Amount: \$0.00

The total funds provided pursuant to this Agreement shall not exceed the Project Total Amount.

REPORTING/FUNDING PERIOD: Monthly Quarterly

ADDITIONAL PROJECT TERMS AND CONDITIONS:











7690 ARPA Subrecipient Agreement-Cameron Park Fire

Final Audit Report


2023-04-28


Created:	2023-04-24
By:	Jeremy Apodaca (jeremy.apodaca@edcgov.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA8Z1ZnSgcLizKqEhcWUjOCOePMisZQqIL

"7690 ARPA Subrecipient Agreement-Cameron Park Fire" History


-  Document created by Jeremy Apodaca (jeremy.apodaca@edcgov.us)
2023-04-24 - 10:30:38 PM GMT- IP address: 207.104.47.251
-  Document emailed to Kerri Williams (kerri.williams-horn@edcgov.us) for approval
2023-04-24 - 10:31:50 PM GMT
-  Email viewed by Kerri Williams (kerri.williams-horn@edcgov.us)
2023-04-25 - 7:13:32 PM GMT- IP address: 207.104.47.251
-  Document approved by Kerri Williams (kerri.williams-horn@edcgov.us)
Approval Date: 2023-04-25 - 7:13:42 PM GMT - Time Source: server- IP address: 207.104.47.251
-  Document emailed to Sue Hennike (sue.hennike@edcgov.us) for approval
2023-04-25 - 7:13:44 PM GMT
-  Email viewed by Sue Hennike (sue.hennike@edcgov.us)
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-  Document approved by Sue Hennike (sue.hennike@edcgov.us)
Approval Date: 2023-04-27 - 9:38:43 PM GMT - Time Source: server- IP address: 207.104.47.251
-  Document emailed to Dustin Martin (dustin.martin@fire.ca.gov) for signature
2023-04-27 - 9:38:45 PM GMT
-  Email viewed by Dustin Martin (dustin.martin@fire.ca.gov)
2023-04-27 - 9:55:20 PM GMT- IP address: 104.28.123.97
-  Document e-signed by Dustin Martin (dustin.martin@fire.ca.gov)
Signature Date: 2023-04-27 - 10:02:41 PM GMT - Time Source: server- IP address: 174.193.53.63




 Document emailed to Tiffany Schmid (tiffany.schmid@edcgov.us) for signature
2023-04-27 - 10:02:42 PM GMT

 Email viewed by Tiffany Schmid (tiffany.schmid@edcgov.us)
2023-04-28 - 4:49:22 PM GMT- IP address: 207.104.47.251

 Signer Tiffany Schmid (tiffany.schmid@edcgov.us) entered name at signing as Tiffany A Schmid
2023-04-28 - 4:50:21 PM GMT- IP address: 207.104.47.251

 Document e-signed by Tiffany A Schmid (tiffany.schmid@edcgov.us)
Signature Date: 2023-04-28 - 4:50:23 PM GMT - Time Source: server- IP address: 207.104.47.251

 Agreement completed.
2023-04-28 - 4:50:23 PM GMT



HEALTH PLAN ALL DEPARTMENTS							
DATE	July 2023 (pd 07/05/2023 by ACH) (due 07/10/23)						
Health Premium							
VENDOR ID	CalPERS						
Active	CalPERS admin fees INCREASED in August 2022 to 0.33%						
Department	Premium	Admin Fee	EE Withholding	ER Portion	Amt Due	FY 22/23	
01-5130-1000							
Greek	2,375.72	7.84	730.99	1,652.57			
Marshall	913.74	3.02		916.76			
Sanders - Ito	1,200.12	3.96	286.38	917.70			
					3,487.03		01-5130-1000
02-5130-0000							
Mog	913.74	3.02	-	916.76			
					916.76		02-5130-0000
01-5130-4000							
Dalbeck	913.74	3.02	-	916.76			
Merritt	1,520.34	5.02	380.09	1,145.27			
Grassle	825.61	2.72	-	828.33			
Carroll	1,651.22	5.45	412.81	1,243.86			
Cortes	825.61	2.72	-	828.33			
Mellon	913.74	3.02	-	916.76			
					5,879.31		01-5130-4000
01-5130-5000							
Vickers	913.74	3.02		916.76			
					916.76		01-5130-5000
01-5130-7000							
Bustabade	913.74	3.02	-	916.76			
Briggs	913.74	3.02	-	916.76			
					1,833.51		01-5130-7000
01-5130-8000							
					-		01-5130-8000
	14,794.80	48.82	1,810.27	13,033.35	13,033.35		
13 total			A		B		
			01-2331				
Retired							
Department	Premium	Admin Fee	Participant Share	ER Portion	Amt Due	Spouse/Dep portion	
01-5135-1000							
Mefford	GM 100%	420.02	1.39		421.41		n/a
Ziegler	Spouse, Roland ages 80/81	840.04	2.77	84.00	758.81		20%
Cahill	GM 100%	283.25	0.93		284.18		n/a
Niebauer	Spouse, John, age 65	566.50	1.87	141.62	426.75		50%
	Kaiser Senior Adv #5422 as of March 2022 for Vicky 100% & John 50%)				1,891.15		01-5135-1000
01-5135-3000							
Carolan	Fire 100%	357.70	1.18		358.88		n/a
Prender	Spouse Mary ages 67/71	548.06	1.81	54.81	495.06		20%
Samples	Fire 100%	420.02	1.39		421.41		n/a
Sanderson	Fire 100%	420.02	1.39		421.41		n/a
					1,696.75		01-5135-3000
01-5135-5000	Misc 100%						
Helm	(grandfathered in @ 80% / 20%) spouse & 1 child under 26 yrs	3,120.31	10.30	384.04	2,746.57		20%
					2,746.57		01-5135-5000
01-5135-4000							
Ryan	Sherri (100% death of spouse)	283.25	0.93		284.18		n/a
Roberts	Mark (Spouse, Joanne) ages 73/68	840.04	2.77	84.00	758.81		20%
					1,043.00		01-5135-4000
		8,099.21	26.73	748.47	7,377.47		01-5135-9000
					7,350.74		ALL Retirees
					C		
TOTAL	22,894.01	75.55		22,221.09	<<Total Billing		
			hand enter fee+ fee from invoice	D			
			this will change fees for each	(A+B+C)			
11 total			fees usually increase in August				



EL DORADO COUNTY FIRE CHIEFS' ASSOCIATION MEETING

Proposed El Dorado County Fire Agencies ARPA Funding Distribution

The El Dorado County Board of Supervisors and CAO's office has authorized an allotment of \$500,000 for El Dorado County Fire Agencies from the County's ARPA Funds. The following is a recommended distribution methodology and qualifying expenses, after meeting with the CAO's Office.

<u>Fire Agency</u>	<u>Staffed Engine Companies</u>
Cameron Park / Cal Fire	2
Diamond Springs	1
El Dorado County Fire	5
El Dorado Hills Fire	5
Fallen Leaf	1
Georgetown	1
Garden Valley	1
Lake Valley	2
Meeks Bay	1
Mosquito Fire	1
Pioneer	1
Rescue	1
<u>Total # of Staffed Engines</u> <u>(Min.1)</u>	<u>22</u>
<u>Funding per Staffed Engine</u>	<u>\$22,727</u>

Qualifying Equipment and / or Supplies:

PPE – including uniforms. Structural firefighting gear excluded
 Decontamination supplies and consumables
 Disinfection machines (autoclave, Decon 7, etc.)
 Cleaning solutions and equipment for facilities

Each Agency will require a resolution with the County for funding. Detailed information, receipts and descriptions, will be required.



Agenda Transmittal

DATE: June 21, 2023

FROM: Jill Ritzman, Interim General Manager

AGENDA ITEM #6: Report Back - Agreement between Cameron Park Community Services District and El Dorado Water Agency for Cameron Park Community Services District to Contribute \$20,000 towards a Cameron Park Drainage Improvement Study

RECOMMENDED ACTION: **Approve Resolution 2023-25**

Introduction

On April 19, 2023, the Board received a presentation regarding a proposed agreement between Cameron Park Community Services District (District) and El Dorado County Water Agency (EDWA) for the District to contribute \$20,000 for a Cameron Park Drainage Improvement Study (Study). The purpose of the Study is to update and reassess drainage issues and opportunities for managing storm water runoff.

The District Board of Directors did not approve the contribution and directed staff to inquire about potential risk for litigation if the District were to contribute to the Study.

Discussion

This is a report back that the Study would not add risk of litigation to the District, but help EDWA to fund a much-needed Study that would recommend improvements to Cameron Park's drainage system. This Study will make recommendations and identify costs for capital projects and annual maintenance activities, which will assist in seeking grants and other funding measures for these critical improvements.

Managing stormwater is a latent power of the District, a power that the District has not initiated in the past due to a lack of funding and infrastructure. Staff recognize that this is an important Study which will guide future improvements to prevent flooding, and

also recognize that funding for capital improvements and annual maintenance is necessary for the agency who assumes responsibility for the system.

Attachments

- 6A – Resolution 2023-25
- 6B – Letter from Stantec to EDWA regarding scope of work and cost
- 6C – Memorandum of Understand EDWA and District for Drainage Improvement Study

RESOLUTION No. 2023-25
OF THE BOARD OF DIRECTORS
OF THE CAMERON PARK COMMUNITY SERVICES DISTRICT
June 21, 2023

**RESOLUTION TO APPROVE A MEMORANDUM OF UNDERSTANDING
BETWEEN CAMERON PARK COMMUNITY SERVICES DISTRICT
AND EL DORADO COUNTY WATER AGENCY**

WHEREAS, El Dorado County experienced severe winter storms in December 2022 and January 2023 which has been declared a federal disaster, and Cameron Park was one community that experienced evacuations and flooded homes and roads from significant stormwater flooding;

WHEREAS, the Cameron Park Community Services District (District) was created in 1961 per Resolution 97-61, and one of its purposes and powers includes the management of storm water for the district and its inhabitants;

WHEREAS, the El Dorado County Water Agency is a countywide special district created by the California Legislature in 1959 for the conservation, development, control, and use of water, including stormwater, for the public good and for the protection of life and property within El Dorado County;

WHEREAS, the Water Agency and District desire to work cooperatively to further study stormwater runoff and drainage issues, opportunities for managing stormwater within Cameron Park and the Deer Creek watershed, and opportunities to fund capital improvements and annual maintenance costs to improve the current system;

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

- Authorize the General Manager to execute the Memorandum of Understanding between Cameron Park Community Services District and El Dorado County Water Agency; and
- Allocate \$20,000 in the Fiscal Year 2023-2024 Final Budget to contribute towards a Cameron Park Drainage Improvement Study.

PASSED AND ADOPTED by the Board of Directors of the Cameron Park Community Services District, at a regularly scheduled meeting, held on the 21st day of June 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



Stantec Consulting Services Inc.
3310 C Street, Suite 1900, Sacramento, CA 95816

March 1, 2023
File: 184030861

Attention: Mr. Kenneth Payne
General Manager, El Dorado Water Agency
4330 Golden Center Drive, Suite C
Placerville, CA 95667

Dear Ken,

Reference: Letter Proposal for Technical Support for Cameron Park Drainage System Improvement

Per our discussion, this is the letter proposal for Stantec Consulting Services Inc. (Stantec) to support the El Dorado Water Agency (Agency) in assisting the County of El Dorado (County) to study Cameron Park Drainage System Improvement. Stormwater management and land use regulations have changed significantly in the past decades. The purpose of this drainage study is to update and reassess the drainage issues and opportunities for managing stormwater as a resource in Cameron Park. Drainage system in Cameron Park largely relies on a traditional approach that directs the stormwater away with some major detention systems like detention basins near Highway 50 and Cameron Park Lake, a manmade storage that also serves as a recreation facility. In recent years, localized flooding conditions in Cameron Park have been reported frequently after major storms.

The Agency, the County, and the City of Placerville collaboratively completed the West Slope Stormwater Resource Plan (SWRP) in March 2018 through extensive communication and outreach to local entities and the public. These three agencies have since continued the collaboration for implementation and update of the SWRP. The County is the lead agency for the Cameron Park Drainage Improvement (SWRP, Project 345), which was identified as one of the priority projects for implementation.

This letter includes a scope of work for Stantec to provide technical support to the Agency in assisting the County to study the Cameron Park Drainage System Improvement using a Hydrologic and Hydraulic (H&H) modeling. Upon approval, this task order (TO) is scheduled to be completed by June 30, 2023, with a total not-to-exceed amount of \$183,150.00.

SCOPE OF WORK

Stantec will conduct the tasks as described below. All work will be conducted under the direction of the Agency's General Manager up to the not-to-exceed amount.

Task 1 – Project Management

Under this task, Stantec will provide project management services during the period of performance. Specific tasks will include project management activities to ensure proper staffing and accurate financial management for this TO. This also includes as-needed calls/discussions/meetings with the General

March 1, 2023
Mr. Kenneth Payne
Page 2 of 4

Reference: Letter Proposal for Technical Support for Cameron Park Drainage System Improvement

Manager or designated representative on project management and for other coordination purposes. Stantec will document critical decisions made throughout TO execution.

Task 2 – Technical Support to Compile, Review, and Assess Existing Data

Stantec will perform data collection inventory for the watershed area in which Cameron Park resides. The data collected will consist of the best available U.S. Geological Survey (USGS) LiDAR topographic data, USGS Topo Quad Maps, USGS hydrography datasets, aerial imagery, and Natural Resources Conservation Service (NRCS) soil maps with hydrologic soils group data. There are two jurisdictional dams (regulated by the State of California) located within the watershed area that impact Cameron Park drainage: Cameron Park Dam and Crystal Lake Dam. There are also several non-jurisdictional dams and stormwater ponds that are likely to impact the results of the H&H study results. Best available data on all the dams and stormwater pond infrastructure in the watershed area will be investigated. The County shall provide existing drainage plans, topographic data, aerial imagery, geographic information systems (GIS) land use data, stormwater asset data, culvert and bridge data, known flooding locations, and any available rain gage or stream gage data, particularly those from recent flooding events, and any other pertinent information as available.

Stantec will use best available data to create a drainage network representation and develop a GIS Map Book of the watershed area. Under this task, Stantec will summarize the data availability and investigate the benefits, cost, and schedule for additional data acquisition needs, if warranted, in a technical memorandum.

Deliverables:

- Technical memorandum on data availability and recommendations.
- GIS Map Book of the project area.

Task 3. Identify System Connectivity and Site Visits

Stantec will also perform up to two site visits to identify drainage system connectivity (ponds, pipes, ditches, channels, marshes, and no connectivity) for roadways using the Map Book for field markups. Stantec will identify the date each feature was added in the comments field. No other attributes will be assigned to the features (invert elevations, pipe material, pipe size, channel conditions, etc.). Stantec will include the field observation in the site visit summary.

Deliverables:

- Site visit summary and documentation.

Task 4. Delineate Drainage Area(s)

Stantec will utilize the Map Book markups and existing data to refine drainage area(s) within the project area and create drainage arrows. Stantec will also identify system connectivity within project area and locate any downstream outfall(s). Questionable areas for any location that warrants further investigation will be identified in the Map Book for a final field reconnaissance investigation. Stantec will incorporate field markups and revise the drainage network and provide finalized drainage network drawings and pertinent information to the County GIS Stormwater Inventory Database for inclusion and update.

March 1, 2023
Mr. Kenneth Payne
Page 3 of 4

Reference: Letter Proposal for Technical Support for Cameron Park Drainage System Improvement

Deliverables:

- Revised Map Book with final markups and revision recommendations for County database.

Task 5. Hydrologic and Hydraulic (H&H) Study and Modeling

Stantec will utilize the data collected in Tasks 2 to 4 to prepare an H&H study of the drainage area. A HEC-HMS model will establish existing condition hydrology for the watershed area contributing to Cameron Park. The limits of the model will generally be north of Highway 50, east of Bass Lake Road, and west of Cameron Park Drive. The HEC-HMS model will be used to develop updated hydrology for a range of storm return frequency and subsequent system hydrologic analysis. Based on various climate change scenarios, a statistical analysis will be conducted to evaluate and finalize the range of specific storm frequencies used in the model.

The HEC-HMS model will first establish existing condition hydrology for the watershed area contributing to Cameron Park. The hydrologic analysis will follow guidance from the County Drainage Manual (2020) and include surface flow stormwater features, such as dams, detention ponds, and channels, as data availability allows. No detailed underground storm sewer analysis will be performed as part of this scope of work.

The HEC-HMS model results, along with the County records and input, will be used to identify areas within the watershed with significant flooding risk. A HEC-RAS model will be developed for these areas to better understand the flood risk and to identify up to 8 locations for potential flood mitigation improvements. The HEC-RAS modeling will be based on data collected in Tasks 2 to 4, including LiDAR topography data, and may utilize a 2-dimensional approach to best account for flooding in areas with complex flow paths. No additional survey will be completed as part of this scope of work.

Deliverables:

- HEC-HMS model, data, and pertinent information for hydrologic analysis.
- HEC-RAS model, data, and pertinent information for hydraulic analysis.

Task 6. Stakeholder Engagement and Public Outreach

In coordination with the Agency, Stantec will conduct limited engagement with stakeholders and residents for input on drainage problems and potential areas of synergy and integration through existing venues. The currently identified targets include CPCSD, Cameron Park Country Club (located in the low land of the community below the Cameron Park Lake), and the low development areas north of Green Valley Road. Stantec will also prepare project collaterals including a project fact sheet (up to 2 pages) in the beginning of the project for public outreach and stakeholder engagement, and a project information sheet (up to 4 pages) at the end of the project.

Deliverables:

- Meeting materials and summary (assuming virtual meetings).
- Project collaterals (electronic versions).

Task 7. Drainage Study Report

Stantec will summarize the drainage study including the findings and recommendations in a report that is anticipated to be approximately 20 to 30 pages in length, with additional appendices of supporting

March 1, 2023
Mr. Kenneth Payne
Page 4 of 4

Reference: Letter Proposal for Technical Support for Cameron Park Drainage System Improvement

information. Based on the identified problems and opportunities from the H&H analysis, Stantec will develop up to 8 potential multi-benefit projects for drainage improvements. The report will explore these areas and compare them with known ground flooding areas. An improvement concept will be developed for each of the identified areas and include high level cost estimates and recommended project prioritization. Examples of improvements include upgraded crossings (e.g., culverts), channel maintenance, and increasing capacity of existing stormwater pond infrastructure. Ongoing operation and maintenance will be included as a project recommendation and will specify anticipated permitting requirements.

The development of the report will be in parallel with the implementation of other tasks under this TO for efficiency. Stantec will develop the report in close coordination with the Agency to ensure its proper utility and adhere to the requirements.

Deliverables:

- Draft Drainage Study Report with appendices.
- Final Drainage Study Report with appendices.
- 8 1-page fact sheets for recommended flood mitigation projects.

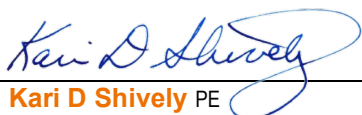
Schedule and Budget

This TO will have a period of performance from the Notice to Proceed through June 30, 2023, and a total not-to-exceed amount of \$183,150.00.

Please feel free to contact me at (916) 418-8405 if you have any questions. We look forward to working with you on this important task.

Regards,

Stantec Consulting Services Inc.



Kari D Shively PE
Senior Vice President
Phone: (916) 801-5094
kari.shively@stantec.com

**MEMORANDUM OF AGREEMENT
BETWEEN EL DORADO COUNTY WATER AGENCY AND
CAMERON PARK COMMUNITY SERVICES DISTRICT**

This **MEMORANDUM OF AGREEMENT** (MOA) is made and entered by and between the El Dorado County Water Agency, a public agency whose principal place of business is 1107 Investment Blvd., Suite 240, El Dorado Hills, California 95762 (hereinafter referred to as "Water Agency") and the Cameron Park Community Services District, a California community services district whose principal place of business is 2502 Country Club Drive, Cameron Park, California 95682 (hereinafter referred to as "District").

RECITALS

WHEREAS, the Water Agency is a countywide special district created by the California Legislature in 1959 for the conservation, development, control, and use of water, including stormwater, for the public good and for the protection of life and property within El Dorado County;

WHEREAS, the District is a community services district created in 1961 per Resolution 97-61, of which one of its purposes and powers includes the management of storm water for the district and its inhabitants;

WHEREAS, El Dorado County experienced severe winter storms in December 2022 and January 2023 which has been declared a federal disaster, and Cameron Park was one community that experienced evacuations and flooded homes and roads from significant stormwater flooding;

WHEREAS, the management of stormwater is considered a latent power because the District only maintains stormwater drainage systems on District property and funding does not exist to maintain stormwater drainage system on non-District properties;

WHEREAS, the Water Agency and other county partners developed the West Slope Stormwater Resources Plan (SWRP) in 2016 that identified further needed studies in the Cameron Park;

WHEREAS, the Water Agency and District desire to work cooperatively to further study stormwater runoff and drainage issues, opportunities for managing stormwater within Cameron Park and the Deer Creek watershed, and opportunities to fund capital improvements and annual maintenance costs to improve the current system;

WHEREAS, the Water Agency and District has found that a public benefit is derived from cooperating in conducting a drainage assessment of the stormwater runoff within the District related to Deer Creek watershed;

WHEREAS, the Water Agency and District desire to fund a Cameron Park Drainage System Improvement Study ("Study") to perform a drainage study and evaluate drainage locations

and stormwater patterns to identify potential solutions and costs for improving local drainage and reducing the occurrence of floods.

NOW THEREFORE, the parties do hereby agree as follows:

- 1. Project Summary.** The Water Agency and District shall fund the Study, a drainage assessment within Cameron Park in the Deer Creek watershed assess drainage issues and identify opportunities for managing stormwater. The foundational purpose of this project is to identify solutions for improving the local drainage, reducing the occurrence of floods, and managing stormwater to improve and enhance the local conditions and protection property and people within the watershed.
- 2. Study.** The Water Agency shall manage and complete the Study and provide updates and the final Study report to District and other partners. The Agency anticipates completion of the Study report approximately 6 months after execution of this agreement and will provide a copy of the completed Study report to District as soon as complete.
- 3. Payment of Funds.** The District shall provide a cost share payment to Water Agency to contribute to the cost of completing the Study by Water Agency in the amount of twenty thousand dollars (\$20,000). District shall make payment to Water Agency by August 31, 2023, to support the funding the completion of the Study by Water Agency.
- 4. Term.** This MOA shall become effective when fully executed by the parties hereto and shall expire on when the report is completed and received by the District.
- 5. Termination.** Either party may terminate this MOA upon thirty (30) days written notice to the other.
- 6. Notice to Parties:** All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested.

Notices to District shall be addressed as follows:

Cameron Park Community Service District
2502 Country Club Drive
Cameron Park, CA 95682
Attn.: Jill Ritzman, Interim General Manager

Notices to Water Agency shall be addressed as follows:

El Dorado Water Agency
1107 Investment Blvd., Suite 240
El Dorado Hills, California 95762
Attn: Rebecca Guo, Interim General Manger

or to such other location as Water Agency directs.

7. **Amendment.** This MOA may be amended only by mutual written agreement. Any such amendment will be consistent with the purpose of this MOA.
8. **Authorized Signatures.** The parties to this MOA represent that the undersigned individuals executing this MOA 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.
9. **Venue.** Any dispute resolution action arising out of this MOA shall be brought in El Dorado County, and shall be resolved in accordance with the laws of the State of California
10. **Entire Agreement.** This document and any documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understanding.

El Dorado County Water Agency:

By: _____
Rebecca Guo
Interim General Manager
"Water Agency"

Dated: _____

Cameron Park Community Services District:

By: _____
Jill Ritzman
Interim General Manager
"District"

Dated: _____



Agenda Transmittal

DATE: June 21, 2023

FROM: Jill Ritzman, Interim General Manager

AGENDA ITEM #7: Professional Services Agreement between Cameron Park Community Services District and Regional Government Services

RECOMMENDED ACTION: APPROVE Resolution 2023-26

Staff is recommending approval of a professional services agreement with Regional Government Services for recruitment of a General Manager. Quotes were received from Regional Government Services and Municipal Resource Group, who assisted the District with the last recruitment. Staff is recommending an agreement with Regional Government Services (RGS) due to their ability to begin recruitment immediately, cost of \$15,000 and experienced professionals. Depending upon the needs of the District, the timeline for securing a new general manager is approximately 15 weeks which would end in the October 2023.

Attachments

7A – Resolution 2023-26

7B – Regional Government Services Agreement for Management and Administration Services

RESOLUTION No. 2023-26
OF THE BOARD OF DIRECTORS
OF THE CAMERON PARK COMMUNITY SERVICES DISTRICT
June 21, 2023

**RESOLUTION TO APPROVE AGREEMENT BETWEEN CAMERON PARK
COMMUNITY SERVICES DISTRICT AND REGIONAL GOVERNMENT
SERVICES FOR MANAGEMENT AND ADMINISTRATIVE SERVICES**

WHEREAS, Cameron Park Community Services District is hiring a General Manger to fill the current vacancy; and

WHEREAS, Regional Government Services is available to provide professional services to in recruitment and selection of a General Manager;

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

- Approves the agreement between Regional Government Services and Cameron Park Community Services District;
- Authorizes the General Manager to sign agreement;
- Directs staff to allocate \$15,000 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 21st day of June 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



**REGIONAL
GOVERNMENT
SERVICES**

SERVING PUBLIC AGENCIES SINCE 2002

RGS Is Committed to Reducing Paper Waste by Use of Electronic Processes

RGS requests your assistance with meeting these waste reduction goals by joining us in the use of digital signature and electronic payment methods during our collaboration to reduce mailing and paper expenses.

As a convenience, RGS offers DocuSign to digitally sign our Agreements, providing a secure and legally binding digital signature process that eliminates the need for printing and distribution of documents.

Preamble: The agreement for services described below is also an agreement to engage in a relationship between organizations – Agency partners. In order to establish a mutually respectful relationship as well as a productive one, RGS has adopted the following values and business methods.

Our Values

- **Expert Services:** RGS serves exclusively public sector agencies with its team of public-sector experts.
- **Innovation:** RGS encourages and develops innovative and sustainable services to help each Agency meet its challenges through new modes of service provision.
- **Customer Driven:** RGS customizes solutions to achieve the right level and right kind of service at the right time for each Agency's unique organizational needs.
- **Perseverance:** Sometimes the best solutions are not immediately apparent. RGS listens, works with you, and sticks with it until a good fit with your needs is found.
- **Open Source Sharing:** RGS tracks emerging best practices and shares them, learning openly from each other's hard-won experience.
- **Commitment:** Government agencies are the public's only choice for many services. Public trust is earned and must be used wisely. And RGS will do its part. Each Agency should and will know how RGS sets its rates. RGS' pledge to you is that we will act with honesty, openness, and full transparency.

How RGS Does Business

When you work with RGS you can expect:

- RGS will strive to be explicit up front and put our understandings in writing. Before making assumptions, we hope to talk directly to prevent any misunderstandings.
- Ongoing interaction throughout our relationship to ensure that your needs are being met, and that projects progress appropriately and agreed-upon timelines are met.
- RGS is committed to honest interaction.
- When RGS employees are on your site, we expect them to treat people respectfully and be treated respectfully. If problems arise, we want to communicate early, accurately, and thoroughly to ensure that we find mutually acceptable solutions.
- As a public Agency, partnering is valued. We look out for each Agency's interests consistent with maintaining the public trust.
- To keep expectations realistic, it is important to understand that RGS is a governmental, joint powers authority evolving to meet changing local government needs. RGS has carefully constructed policies and procedures to allow maximum flexibility to meet your needs.

Agreement for Management and Administrative Services

This Agreement for Management Services (“Agreement”) is made and entered into as of the 1st day of June 2023, by and between the **CAMERON PARK COMMUNITY SERVICES DISTRICT**, a municipal agency (“Agency”), and **Regional Government Services Authority (RGS)**, a joint powers authority, (each individually a “Party” and, collectively, the “Parties”).

RECITALS

THIS AGREEMENT is entered into with reference to the following facts and circumstances:

- A. That Agency desires to engage RGS to render certain services to it;
- B. That RGS is a management and administrative services provider and is qualified to provide such services to the Agency; and
- C. That Agency has elected to engage the services of RGS upon the terms and conditions as hereinafter set forth.

TERMS AND CONDITIONS

Section 1. Services. The services to be performed by RGS under this Agreement shall include those services set forth in the attached **Exhibits**, which are incorporated by this reference herein and made a part hereof as though it were fully set forth herein.

Where in conflict, the terms of this Agreement supersede and prevail over any terms set forth in the **Exhibits**.

- 1.1 Standard of Performance.** RGS shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the types of services that RGS agrees to provide in the geographical area in which RGS operates.
- 1.2 Service Advisor.** To ensure quality and consistency for the services provided, RGS also assigns a service advisor to Agency. The service advisor is available to assigned RGS staff and to Agency management and will check in regularly with both to address program/project directives. Typically service advisor time is not billed to Agency, with some exceptions where significant programmatic direction is provided.
- 1.3 Reassignment of Personnel.** Assignment of personnel to provide the services described in the **Exhibits** is at the sole discretion of RGS. In the event that Agency or RGS, at any time during the term of this Agreement, desires the reassignment of personnel, Agency and RGS shall meet and discuss in good faith to address the issue of concern, including but not limited to reassigning such person or persons. For the avoidance of doubt, however, RGS retains sole control as to assignment of its personnel.
- 1.4 Time.** RGS shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance described above and to provide the services described in the **Exhibits**.

Section 2. Term of Agreement and Termination.

- 2.1** Services shall commence on or about June 1, 2023, and this Agreement is anticipated to remain in force to December 1, 2023, at which time services may continue on a month-to-month basis until one party terminates the Agreement or if Section 3 contains a “not to exceed” amount, until RGS charges for services reach the not-to-exceed amount at which point the Agreement will automatically terminate unless amended. Services provided under the month-to-month provision are subject to current RGS staff rates in effect at the time of service. Once this Agreement has converted to a month-to month basis, it shall automatically terminate upon the ninety-first (91st) continuous day with no billable service hours. After the ninety-first (91st) day with no billable service hours, RGS shall provide Agency with written notice of the automatic termination of the Agreement.
- 2.2** This Agreement may be terminated by either Party, with or without cause, upon 30 days’ written notice. Agency has the sole discretion to determine if the services performed by RGS are satisfactory to the Agency which determination shall be made in good faith. If Agency determines that the services performed by RGS are not satisfactory, Agency may terminate this Agreement by giving written notice to RGS. Upon receipt of notice of termination by either Party, RGS shall cease performing duties on behalf of Agency on the termination date specified and the compensation payable to RGS shall include only the period for which services have been performed by RGS.

Section 3. Compensation. Payment for services under this Agreement shall not exceed \$15,000 and shall be as provided in the **Exhibits**.

Section 4. Effective Date. This Agreement shall become effective on the date first herein above written.

Section 5. Relationship of Parties.

- 5.1** It is understood that the relationship of RGS to the Agency is that of an independent contractor and all persons working for or under the direction of RGS are its agents or employees and not agents or employees of Agency. The Agency and RGS shall, at all times, treat all persons working for or under the direction of RGS as agents and employees of RGS, and not as agents or employees of the Agency. Agency shall have the right to control RGS employees only insofar as the results of RGS’ services rendered pursuant to this Agreement. In furtherance of this Section 5.1, the Parties agree as follows:
- 5.1.1** Agency shall not request from RGS or from an RGS employee providing services pursuant to this Agreement an RGS employee’s Social Security Number or other similar personally identifying information.
- 5.1.2** Agency shall not report an RGS employee to a third party as an employee of Agency. For the purposes of this Section 5.1, “third party” means another government agency, private company, or individual.

- 5.1.3** In the event that a third-party requests information about an RGS employee—including but not limited to personally identifying information, hours or locations worked, tasks performed, or compensation—Agency shall inform RGS of the request prior to responding. If Agency possesses such information about an RGS employee, the Parties shall confer in good faith about an appropriate and legally compliant response to the request.
- 5.2** RGS shall provide services under this Agreement through one or more employees of RGS qualified to perform services contracted for by Agency. The positions of RGS staff that will coordinate services to the Agency are indicated in the **Exhibits**. The Executive Director or assigned supervising RGS staff will consult with Agency on an as-needed basis to assure that the services to be performed are meeting Agency’s objectives. At any time the RGS employee may be providing services to one or more RGS clients concurrent with the services being provided under this Agreement.
- 5.3** Agency shall not have the ability to direct how services are to be performed, specify the location where services are to be performed, or establish set hours or days for performance of services, except as set forth in the **Exhibits**. Agency confirms that RGS employees are not assuming and are not expected to assume any Agency staff position(s).
- 5.4** RGS employees may require access to Agency’s computer systems and networks to complete the assigned services. RGS requires its employees to agree to appropriate system usage policies, which include a pledge not to use partner agency electronic equipment for anything other than partner agency work. (These policies can be provided to Agency upon request.)
- 5.5** Agency shall not have any right to discharge any employee of RGS from RGS employment.
- 5.6** RGS shall, at its sole expense, supply for its employees providing services to Agency pursuant to this Agreement any and all benefits, such as worker’s compensation, disability insurance, vacation pay, sick pay, or retirement benefits; obtain and maintain all licenses and permits usual or necessary for performing the services; pay any and all taxes incurred as a result of the employee(s) compensation, including employment or other taxes; and provide Agency with proof of payment of taxes on demand.

Section 6. General Liability Coverage. RGS, pursuant to California Government Code Section 990, may satisfy its contractual liabilities with self-insurance and/or participate in a pooled risk purchasing program. RGS has and will continue to maintain a program of liability coverage against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by RGS and its agents, representatives, employees, and subcontractors.

6.1 Workers’ Compensation Coverage.

6.1.1 General requirements. RGS shall, at its sole cost and expense, maintain Workers’ Compensation coverage and Employer’s Liability coverage with limits of not less than \$1,000,000.00 per occurrence.

6.1.2 Waiver of subrogation. The Workers' Compensation coverage shall be endorsed with or include a waiver of subrogation in favor of Agency for all work performed by RGS, its employees, agents, and subcontractors.

6.2 Commercial General, Automobile, and Professional Liability Coverages.

6.2.1 General requirements. RGS, at its own cost and expense, shall maintain commercial general and automobile liability coverage for the term of this Agreement in an amount not less than \$2,000,000 per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. RGS shall additionally maintain commercial general liability coverage in an amount not less than \$2,000,000 aggregated for bodily injury, personal injury, and property damage.

6.2.2 Minimum scope of coverage. RGS coverage may not be written on ISO forms but will always provide coverage at least as broad as the latest version of the following: (A) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); and (B) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 001, code 1 (any auto).

6.3 Professional Liability Insurance. RGS, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability coverage for licensed professionals performing work pursuant to this Agreement in an amount not less than \$2,000,000 covering the licensed professionals' errors and omissions.

6.4 All Policies Requirements.

6.4.1 Coverage requirements. Each of the following shall be included in the coverage or added as an endorsement:

- a. Agency and its officers, employees, and agents, shall be covered as additional covered parties with respect to RGS' general commercial, and automobile coverage for claims, demands, and causes of action arising out of or relating to RGS' performance of this Agreement and to the extent caused by RGS' negligent act, error, or omission.
- b. An endorsement to RGS' general commercial and automobile coverages must state that coverage is primary with respect to Agency and its officers, officials, employees and agents.
- c. All coverages shall be on an occurrence or an accident basis, and not on a claims-made basis.

6.4.2 Acceptability of coverage providers. All coverages required by this section shall be acquired through providers with a Bests' rating of no less than A: VII or through sources that provide an equivalent level of reliability.

- 6.4.3 Verification of coverage.** Prior to beginning any work under this Agreement, RGS shall furnish Agency with notifications of coverage and with original endorsements effecting coverage required herein. The notifications and endorsements are to be signed by a person authorized to bind coverage on its behalf. Agency reserves the right to require complete, certified copies coverage at any time.
- 6.4.4 Subcontractors.** RGS shall include all subcontractors as insureds under its coverage or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.
- 6.4.5 Variation.** During the term of this Agreement, RGS may change the insurance program in which it participates. RGS will provide reasonable notice of any such change to Agency and replacement copies of Certificates of Coverage and endorsements.
- 6.4.6 Deductibles and Self-Insured Retentions.** RGS shall disclose any self-insured retention if Agency so requests prior to performing services under this Agreement or within a reasonable period of time of a request by Agency during the term of this Agreement.
- 6.4.7 Maintenance of Coverages.** The coverages stated herein shall be maintained throughout the term of this Agreement and proof of coverage shall be available for inspection by Agency upon request.
- 6.4.8 Notice of Cancellation or Reduction in Coverage.** In the event that any coverage required by this section is reduced, limited, or materially affected in any other manner, RGS shall provide written notice to Agency at RGS earliest possible opportunity and in no case later than five business days after RGS is notified of the change in coverage.

Section 7. Legal Requirements.

- 7.1 Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 Compliance with Applicable Laws.** RGS and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.
- 7.3 Reporting Requirements.** If there is a statutory or other legal requirement for RGS to report information to another government entity, RGS shall be responsible for complying with such requirements.
- 7.4 Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, RGS and any subcontractors shall comply with all applicable rules and regulations to which Agency is bound by the terms of such fiscal assistance program.

- 7.5 **Licenses and Permits.** RGS represents and warrants to Agency that RGS and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to provide the services contemplated by this Agreement. RGS represents and warrants to Agency that RGS and its employees, agents, and subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions.
- 7.6 **Nondiscrimination and Equal Opportunity.** RGS shall not discriminate on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided under this Agreement. RGS shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement.

Section 8. Keeping and Status of Records.

- 8.1 **Records Created as Part of RGS' Performance.** All final versions of reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that RGS prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of Agency. RGS hereby agrees to deliver those documents to Agency upon termination of the Agreement, if requested. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for Agency and are not necessarily suitable for any future or other use.
- 8.2 **Confidential Information.** RGS shall hold any confidential information received from Agency in the course of performing this Agreement in trust and confidence and will not reveal such confidential information to any person or entity, either during the term of the Agreement or at any time thereafter. Upon expiration of this Agreement, or termination as provided herein, RGS shall return materials which contain any confidential information to Agency. For purposes of this paragraph, confidential information is defined as all information disclosed to RGS which relates to Agency past, present, and future activities, as well as activities under this Agreement, which information is not otherwise of public record under California law. Agency shall notify RGS what information and documents are confidential and thus subject to this section 8.2.
- 8.3 **RGS Books and Records.** RGS shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to Agency under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment under this Agreement.

8.4 Inspection and Audit of Records. Any records or documents that Section 8.3 of this Agreement requires RGS to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of Agency. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds \$10,000.00, the Agreement shall be subject to the examination and audit of the State Auditor, at the request of Agency or as part of any audit of Agency, for a period of three years after final payment under the Agreement.

Section 9. Non-assignment. This Agreement is not assignable either in whole or in part without the written consent of the other party.

Section 10. Amendments. This Agreement may be amended or modified only by written Agreement signed by both Parties.

Section 11. Validity. The invalidity, in whole or in part, of any provisions of this Agreement shall not void or affect the validity of any other provisions of this Agreement.

Section 12. Disputes. Should any dispute arise out of this Agreement, Agency agrees that it shall only file a legal action against RGS, and shall not file any legal action against any of the public entities that are members of RGS.

Section 13. Venue/Attorneys' Fees. Any suit or action initiated by either party shall be brought in Alameda County, California. In the event of litigation between the Parties hereto to enforce any provision of the Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and costs of litigation.

Section 14. Mediation. Should any dispute arise out of this Agreement, the Parties shall meet in mediation and attempt to reach a resolution with the assistance of a mutually acceptable mediator. Neither Party shall be permitted to file legal action without first meeting in mediation and making a good faith attempt to reach a mediated resolution. The costs of the mediator, if any, shall be paid equally by the Parties. If a mediated settlement is reached, neither Party shall be deemed the prevailing party for purposes of the settlement and each Party shall bear its own legal costs.

Section 15. Employment Offers to RGS Staff. Should Agency desire to offer permanent or temporary employment to an RGS employee who is either currently providing RGS services to Agency or has provided RGS services to Agency within the previous six months, said Agency will be charged a fee equal to the full-time cost of the RGS employee for one month, using the most recent RGS bill rate for the RGS employee's services to Agency. This fee is to recover RGS' expenses in recruiting the former and replacement RGS staff.

Section 16. Entire Agreement. This Agreement, including the **Exhibits**, comprises the entire Agreement.

Section 17. Indemnification.

17.1 RGS' indemnity obligations.

RGS shall indemnify, defend, and hold harmless Agency and its legislative body, boards and commissions, officers, and employees ("Indemnitees") from and against all claims, demands, and causes of action by third parties, including but not limited to attorneys' fees, arising out of RGS' performance of this Agreement, to the extent caused by RGS' negligent act, error, or omission. Nothing herein shall be interpreted as obligating RGS to indemnify Agency against its own negligence or willful misconduct.

Training disclaimer

Agency understands and acknowledges that RGS advisors may, as part of the scope of services under this Agreement, provide training on various matters including human resources, accounting, or management practices. The advice and guidance included in such training does not, and is not intended to, constitute legal advice; instead, all information, content, and materials provided are based on industry best practices, but may not be applicable in all situations. Agency staff should not act or refrain from acting on the basis of the information provided as part of a training without first seeking legal advice from counsel in its relevant jurisdiction and/or appropriate Agency approval. RGS' obligation to indemnify, defend, and hold harmless indemnities pursuant to this section 17.1 for professional errors and omissions shall not exceed \$500,000.

17.2 Agency's indemnity obligations. Agency shall indemnify, defend and hold harmless RGS and its officers, directors, employees and agents from any and all claims and lawsuits where such persons are named in the lawsuit solely because of a duty any of them performs in accordance with the services outlined in Exhibit B.

It is the intent of the parties here to define indemnity obligations that are related to or arise out of Agency's actions as a governmental entity. Thus, Agency shall be required to indemnify and defend only under circumstances where a cause of action is stated against RGS, its employees or agents:

- a. which is unrelated to the skill they have used in the performance of the duties delegated to them under this Agreement;
- b. when the allegations in such cause of action do not suggest the active fraud or other misconduct of RGS, its employees, or agents; or
- c. where an Agency employee, if he had been acting in a like capacity, otherwise would be acting within the scope of that employment.

Whenever Agency owes a duty hereunder to indemnify RGS, its employees or agents, Agency further agrees to pay RGS a reasonable fee for all time spent by any RGS employee, or spent by any person who has performed work pursuant to this Agreement, for the purpose of preparing for or testifying in any suit, action, or legal proceeding in connection with the services the assigned employee has provided under this Agreement.

17.3 Obligations and indemnity related to defined benefit retirement plan participation.

- a. RGS and Agency acknowledge and agree that, if Agency participates in a defined benefit plan (such as CalPERS, a pension plan, or Social Security) (“Retirement Program”), it is possible that the Retirement Program may find that RGS employees providing services pursuant to this Agreement are employees of Agency and should be registered with the Retirement Program as employees of Agency, which possibility is the same as if Agency were contracting with a private consulting firm. Pursuant to Section 5.1 of this Agreement, Agency has an obligation to treat all persons working for or under the direction of RGS as agents and employees of RGS, and not as agents or employees of Agency. Agency agrees not to ask RGS employees for personally identifying information.
- b. In the event that the Agency’s Retirement Program initiates an inquiry that includes examination of whether individuals providing services under this Agreement to Agency are Agency’s employees, Agency shall inform RGS within five business days and share all communications and documents from the Retirement Program that it may legally share. In the event that either RGS or Agency files an appeal or court challenge, RGS and Agency each agree to cooperate with each other in responding to the inquiry and any subsequent administrative appeal or court challenge of an adverse determination. Notwithstanding Section 17.1 of this Agreement, RGS and Agency shall each bear their own costs in responding to an inquiry by a Retirement Program, including but not limited to costs of an administrative appeal or court challenge.
- c. In the event that any RGS employee or subconsultant providing services under this Agreement is determined by a court of competent jurisdiction or the Agency’s Retirement Program to be eligible for enrollment in the Retirement Program as an employee of the Agency, to the fullest extent of the law, Agency shall indemnify, defend, and hold harmless RGS for any Retirement Program contribution payment that Agency is required as a result to make to the Retirement Program as well as for the payment of any penalties and interest on such payments, if any.

Section 18. Notices. All notices required by this Agreement shall be given to Agency and RGS in writing, by first class mail, postage prepaid, or by email transmission addressed as follows:

Agency: Cameron Park Community Services District
2502 Country Club Drive
Cameron Park, CA 95782

RGS: Regional Government Services Authority
P. O. Box 1350
Carmel Valley, CA 93924
Email: contracts@rgs.ca.gov

Notice by email transmission shall be deemed given upon verification of receipt if received before 5:00p.m. on a regular business day or else on the next business day.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the date first written by their respective officers duly authorized on their behalf.

DATED: _____

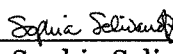
Agency

By:

Jill Ritzman, Interim General Manager

DATED: 5/26/2023

Regional Government Services Authority

By: DocuSigned by:


Sophia Selivanoff, Acting Executive Director

Exhibit A

Compensation.

1. **Fees.** Agency agrees to pay to RGS the hourly rates set forth in the tables below for each RGS employee providing services to Agency, which are based in part on RGS' full cost of compensation and support for the RGS employee(s) providing the services herein described.

RGS and Agency acknowledge and agree that compensation paid by Agency to RGS under this Agreement is based upon RGS' costs of providing the services required hereunder. The Parties further agree adjustments to the hourly bill rate shown below for "RGS Staff" will be made on July 1 of each year, when RGS' hourly bill rates will be adjusted by the percentage change in the Consumer Price Index (Bureau of Labor Statistics, CPI for urban wage earners and clerical workers in the San Francisco-Oakland-San Jose area) ("CPI") for the twelve months through the end of December of the prior year. Irrespective of the movement of the CPI, RGS will not adjust its hourly rates downward; nor will RGS adjust its hourly rates upward in excess of a five percentage (5%) change, excepting instances where there was no increase in the prior year's hourly rates. In that event, RGS will adjust its hourly rates by the full percentage change in the CPI for the twelve months through the end of December of the prior year.

2. **Reimbursement of RGS' Direct Costs.** Agency shall reimburse RGS for direct external costs. Direct external costs, including such expenses as travel or other costs incurred for the exclusive benefit of the Agency are not included in the hourly bill rate and, will be invoiced to Agency when received and without mark-up. These external costs will be due upon receipt.
3. **Terms of Payment.** RGS shall submit invoices monthly for the prior month's services. Invoices shall be sent approximately 10 days after the end of the month for which services were performed and are due and shall be delinquent if not paid within 30 days of receipt. Delinquent payments will be subject to a late payment carrying charge computed at a periodic rate of one-half of one percent per month, which is an annual percentage rate of six percent, which will be applied to any unpaid balance owed commencing 7 days after the payment due date. Additionally, in the event the Agency fails to pay any undisputed amounts due to RGS within 15 days after payment due date, then Agency agrees that RGS shall have the right to consider said default a total breach of this Agreement and the duties of RGS under this Agreement may be terminated by RGS upon 5 working days' advance written notice.

Payment Process/Address. RGS prefers invoices be paid electronically.

RGS will reach out to your invoicing contact to establish and provide electronic payment instructions.

However, should you have questions or need other payment options, please contact:

Lindsay Rice, RGSA Accounting Manager
(650) 587-7300X12 | lrice@rgs.ca.gov

[EXHIBIT A CONTINUES ON FOLLOWING PAGE]

AGENCY CONTACTS

Agency Billing Contact. Invoices are sent electronically only. Please provide the contact person to whom invoices should be sent:

NAME	EMAIL
Christina Greek, Finance / HR Officer	cgreek@cameronpark.org

Agency Insurance Contact. Please provide the contact person to whom the certificate of coverage should be sent:

NAME	EMAIL
Christina Greek, Finance / HR Officer	cgreek@cameronpark.org

RGS STAFF

CLASSIFICATION	HOURLY RATE*
Chief Operating Officer	\$140 to \$230
Deputy Chief Operating Officer	\$135 to \$205
Senior/Lead Advisor	\$130 to \$200
Advisor	\$120 to \$170
Project Advisor	\$110 to \$130
Project Coordinator	\$90 to \$125
Technical Specialist	\$80 to \$120

*The Hourly Rate does not include direct external costs which will be invoiced to Agency with no markup and will fall outside of the not-to-exceed (if established) for services provided.

Exhibit B

Scope of Services. Subject to the terms and conditions of this Agreement, Regional Government Services Authority (RGS) shall perform the functions as described in the attached Executive Recruitment Services proposal dated 5/9/23.



May 9, 2023

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

André Pichly, General Manager
APichly@cameronpark.org

RE: EXECUTIVE RECRUITMENT SERVICES

Dear Andre:

Regional Government Services Authority (RGS) is pleased to submit a proposal to the Cameron Park Community Service District (Agency) for executive recruitment services for the position of General Manager. Our Recruitment Team is uniquely qualified to provide executive recruitment services. Our advisors have personal experience as local government leaders and in conducting public sector executive recruitment.

In the proposal provided, an executive recruitment is estimated to cost about \$15,000. This cost estimate is based on a maximum cost to complete a project. Many of our projects come in under budget. In addition, this project would not require an additional contract with the District as it can be completed under the current contract for General Human Resource services the District has with RGS both in scope and budget, the project timeline would occur in the current FY and FY 23/24.

RGS is a unique, fee-supported joint powers authority specializing in public-sector administration and consulting services. RGS exclusively serves public agencies and employs experienced public-sector professionals to assist our partner agencies. Since 2002, RGS has served over 200 public agencies.

I am confident that you will find our proposal to be responsive to your agency's objectives and needs. The plan provides for ample time, tools, and support to meet or exceed the goals provided. RGS has a solid and respected reputation with the public agencies we serve for timely, cost-efficient delivery, and effective implementation. As a public agency ourselves, we fully understand the needs and requirements of other public agencies.

If you have any questions regarding this information, please feel free to contact Kay Randolph-Pollard at krandolphpollard@rgs.ca.gov or 650-587-7314; or Bobbi Bennett at (650) 587-7303 or bbennett@rgs.ca.gov. We look forward to the opportunity to provide you with these services.

Sincerely,

Bobbi Bennett
Human Resources Services Director



REGIONAL GOVERNMENT SERVICES

Recruitment Services

RGS uses a substantive approach, conducting a thorough search, and candidate screening based on the best practices of merit selection including objective assessment of job-related qualifications and competencies. We use a unique process in sourcing candidates who are aligned with the values of the organization.

Here are a few of the tools we use to administer efficient, safe, virtual, and confidential recruiting processes: remote recruiting, applicant tracking platform, remote screening, and remote interviews including proctored oral boards.

We utilize a four-stage process to guide us in developing our deliverable: a pool of qualified candidates.

- I. Recruitment strategy and candidate profile development
- II. Marketing using a proactive and robust search
- III. Merit-based selection
- IV. Hiring support (As needed and requested.)

Step I - Recruitment Strategy and Candidate Profile Development

We meet with the agency's management and staff to familiarize ourselves with your agency's needs and the position's requirements. We take the time to learn about your organization and the position to develop a strategy and a recruitment plan. Then we generate an "Ideal Candidate" profile including a list of competencies and attributes to target our search efforts to the most qualified candidates.

Step II - Marketing Using a Proactive and Robust Search

At RGS, we practice candidate care making it easy for candidates to apply and communicate throughout the process. We steer away from reposting the full job description and use action focused language to engage candidates and market each position and partner agency. In this way, we provide candidates with an understanding of the benefit of working for your agency in the position being recruited. Our marketing plans include targeted advertising and social media promotions that focus on both diversity and work discipline. RGS is committed to reaching a diverse candidate pool. We market through relationships we have with governmentjobs.com and careersingovernment.com; in addition, we recommend targeted professional organization career pages. Our team is experienced in developing a passive candidate search for qualified individuals who are not actively seeking employment.



Step III – Merit Based Selection

The RGS Recruitment Team uses merit principles to guide the recruitment and selection methods that are equitable, efficient, and effective. The selection process is customized for each position – based on competencies and required knowledge, skills, and abilities.

Our exam planning includes a discussion of the best approach for assessing candidates to achieve the desired outcome. The selection process may include an in-depth, behavior-based interview with each candidate and may also include other selection assessments such as skills testing and/or a performance exam.

RGS receives and screens all application materials to determine each candidate's ability to meet minimum qualifications for the position. RGS also conducts remote screening using a behavior-based process, and we personally speak to qualified candidates during a preliminary review. In this process we gain a solid understanding of each candidate's technical competence and interpersonal skills, and we verify minimum qualifications.

We prepare a summarized report with information obtained through the candidate screening process including a list of qualified candidates for further consideration.

We handle all aspects of the selection process. This includes preparing appropriate materials such as interview questions, evaluation manuals, and other assessment exercises; scheduling and facilitating the interviews; evaluating the results; and contacting both successful and unsuccessful candidates.

Step IV – Hiring Support

- Conditional Job Offer
- In-Depth Reference Checks
- Background Check Support
- Contract Negotiation

Communication and Reporting

Regular progress reports are provided to critical staff within the partner agency. Periodic remote and/or onsite meetings are scheduled to maintain regular input and communication for the ongoing project. RGS maintains and conducts all needed correspondence and record-keeping throughout the process. We maintain a final record to comply with current legal standards.

The deliverable we produce is a list of qualified candidates and associated candidate information. Based on partner requirements we can compile a final report that documents marketing efforts, a final written summary of work performed, and related EEO candidate data.



SAMPLE TIMELINE

Pending an initial meeting date being set, we lay out a timeline to meet the project objectives. To minimize delays, we work with the Confidential Hiring Committee to pre-set dates when we develop the recruitment plan and get these locked in on members' calendars.

(All activities to occur after contract execution will be adjusted as required.)

Tasks	Target Timeframe/Date	Responsible Party
Initial Recruitment/Position Needs Meeting with Council/Hiring Committee (Closed Session if meeting with full governing body).	Within 10 days of formal executed agreement.	RGS/Agency
Develop Job Description and Review Salary, as needed.	Week 2 - 3	RGS
Recruitment plan and materials drafted and finalized.	Week 4 - 5	RGS/Agency
Open Recruitment (3 to 4 weeks).	Week 5	RGS
Advertising and marketing conducted.	Week 5 - 9	RGS
Hiring Committee meeting - review of draft materials (screening interview questions).	While Accepting Applications	RGS/Agency
Recruitment closes (4-week timeframe).	Week 9	RGS
Remote screening of qualified applicants.	Week 10 - 11	RGS
Hiring Committee meets to review Most Qualified applicant recommendations and finalize next step.	Week 12	RGS/Agency
Hiring Committee Meeting to review and finalize drafts and plan for interviews.	Week 12	RGS/Agency
Closed Session Council Meeting - Hiring interview with RGS support.	Week 13	RGS/Agency
Verbal conditional job offer, and salary negotiation based on Council parameters established.	As Requested	RGS/Agency
Conditional Offer letter to candidate.	As Requested	RGS/Agency
Reference check conducted.	As Requested	RGS/Agency
Background check conducted.	As Requested	RGS/Agency

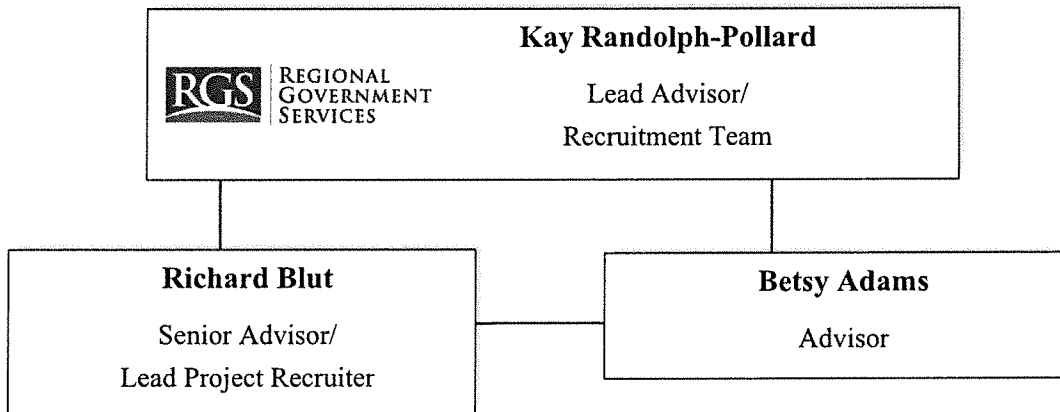


Draft employment contract for review.	As Requested	RGS/Agency
Closed Session Meeting(s) – As needed based on salary negotiation parameters.	As Requested	RGS/Agency
Regularly Scheduled Council Meeting* (Per Brown Act) to approve Manager Contract.	Second Monday of the Month following job offer.	RGS/Agency
Start Date (depending on a 2 to 4-week notice needed to start)	Target Date in July/August 2023	Agency

*Assuming a monthly meeting schedule as communicated on the Agency web site.

STAFF QUALIFICATIONS

The RGS team we are proposing for this project has personal experience as leaders in the public sector and extensive experience and accomplishments in executive recruitment. We work as a team of equals with complementary skill specializations and abilities.



Key Team Members

Our Executive Recruitment team advisors are skilled at identifying applicant pools and crafting selection procedures and skills assessments to identify and document the most-qualified candidates. We have helped many organizations successfully navigate the challenges and opportunities that surface during recruitment processes. An introduction and information about the qualifications and experience of our proposed project team members follows.



Kay Randolph-Pollard, Lead Advisor

Kay Randolph-Pollard joined Regional Government Services as an Advisor in the Human Resources service group in 2016. She currently serves as the Lead Advisor of the Recruitment Team that provides recruiting services both for internal openings in RGS and for job openings in partner agencies.

Ms. Randolph-Pollard has over twenty-eight years of experience in local government and the private sector. Her core skills include human resources operations and management, classification, compensation and benefits, labor relations, employee development and training, project management, conflict resolution, performance management, as well as staff recruitment and retention.

Ms. Randolph-Pollard has a bachelor's degree in business administration, completed the Sonoma County Mediation Program, obtained Senior Professional of Human Resources certification (SPHR) in 2013, and in 2020, completed certification in Race Literacy for Coaches, Diversity, Equity, and Inclusion (DEI), and Human Resources Professionals.

Project Team

Richard Blut, Senior Advisor. Lead Project Recruiter

Richard Blut joined RGS in 2022 as a Senior Advisor for Human Resources and Finance Services groups. As a member of the RGS Recruitment Team, Mr. Blut is spearheading NEOGOV implementation services as well as conducting executive recruitments for partner agencies. As a member of the Finance Team, he assists with planning for system upgrades, updating financial and purchasing policies and procedures, and budget management.

Mr. Blut has over twenty years of leadership experience in large public organizations. He is an expert in all facets of human resources, information technology, and systems automation. He has provided consulting and coaching to business leaders in many aspects of HR including best practices, policies, finances, ERP implementation, organizational design, legal compliance, talent management, and compensation.

Richard has a bachelor's degree and an M.B.A. in business administration.

Betsy Adams, Advisor

Betsy Adams joined Regional Government Services as an Advisor in 2020 and is currently serving our partner agencies by providing large project oversight and management and executive recruitment. Ms. Adams's executive experience in local government is extensive, and she is a skilled administrator.



During her career in local government, which has spanned over thirty years, she has served as City Manager, Assistant City Manager, Parks and Community Services Director, Administrative Services Director, Purchasing Manager, and Interim and Human Resources Director.

Ms. Adams has both an MBA and a bachelor's degree in business administration.

SERVICE COST/BILL RATES

Regional Government Services (RGS) provides services on an hourly basis, plus direct costs. Work is performed as agreed and subsequently billed based on hours worked. RGS Advisors are skilled at prioritizing projects and working within the budget of partner agencies.

Bill rates are as follows:

Title	Hourly Rate
Chief Operating Officer	\$140 to \$230
Deputy Chief Operating Officer	\$135 to \$205
Senior/Lead Advisor	\$130 to \$200
Advisor	\$120 to \$170
Project Advisor	\$110 to \$130
Project Coordinator	\$90 to \$125
Technical Specialist	\$80 to \$120

Executive position recruitments are estimated at up to \$15,000 based on project needs and bill rates for staff in the Advisor, Project Advisor, and Project Coordinator categories. Recruitments will only be conducted based on a specific request from a designated representative in writing.

Depending on the nature of the recruitment services provided, direct external cost for such items as recruitment advertising, test rental, and marketing resources will be invoiced at cost with no markup. Mileage will be calculated and invoiced using the current IRS rate. The partner agency can determine the amount of funds for direct external cost in advance. These direct external costs are separate from staff time estimates provided above.



Recruitment Services Direct Cost Rates

Title	Rate
NeoGov Applicant Tracking includes: <ul style="list-style-type: none"> • Ad posting in Governmentjobs.com • Ad posting in Careers Government social media and diversity platform. 	\$550 per recruitment posting.
Candidate Remote eSkills Online Test	\$25 or less - per candidate per testing session based on volume

RGS works on an approval basis for all direct external costs prior to engaging in the work. We set a marketing plan and will seek approval prior to placing advertising. We seek subject matter expert input and agreement on any multiple choice or skills tests in a selection process and provide an estimate of cost prior to performing and/or engaging in these activities.

Candidate Guarantee

RGS does not guarantee a candidate selection and hire made by our partner client agencies. In the event a recruitment does not produce a viable candidate, or there is a premature dismissal or resignation of the selected candidate, RGS's approach is to charge for the work performed as agreed. It is rare when a deadline needs to be extended or a recruitment needs to be reopened. In the case these steps need to take place, when an agreement is reached to extend or re-recruit, we then make revisions as needed to the plan and proceed based on the revised or new plan. RGS will charge for the additional or new work.



Agenda Transmittal

DATE: June 21, 2023

FROM: Jill Ritzman, Interim General Manager

AGENDA ITEM #8: Agreement between Cameron Park Community Services District and CALFIRE for Fire and Emergency Services at Fire Stations 88 and 89, Two-Year Agreement Term

RECOMMENDED ACTION: Approve Resolution 2023-22

Recommendation

Approve a Cooperative Fire Programs Fire Protection Reimbursement Agreement (Agreement) between Cameron Park Community Services District and CALFIRE for fire and emergency services. The Agreement will continue fire and emergency services at Fire Stations 88 and 89 for a two-year term at a total cost of \$10,601,450.

Introduction

For the past year, Cameron Park Community Services (District) staff, members of the Board of Directors and CALFIRE discussed renewing an agreement for fire and emergency services in Cameron Park. In May, the District hired a consultant to finalize the agreement and make recommendations about current and future fire services in Cameron Park. On June 13, 2023, the Board of Directors and community members received a presentation by CALFIRE and Don Ashton, consultant, Municipal Resource Group recommending that Fire Station 88 remain open while the District seeks opportunities to realize a sustainable alternative for delivery of fire and emergency services.

Summary of Agreement

Costs: Maximum for term \$10,601,450

	FY23/24	FY24/25
Ambulance	\$1,547,645	\$1,625,027
Engine	\$3,661,974	\$3,766,804
<i>Annual Cost</i>	<i>\$5,209,619</i>	<i>\$5,391,831</i>

Service levels: Maintain service levels at Fire Station 88 and 89

Term: Two years, July 1, 2023 to June 30, 2025

Termination Clauses:

The following clauses in Exhibit B and C protect the District if at any time during the term of the agreement there is a shortfall of revenues that jeopardizes the current service levels outlined in the Agreement.

Exhibit B - Budget Detail and Payment Provisions, Section 3, Budget Contingency Clause:

If funding for any fiscal year is reduced or deleted by the LOCAL AGENCY for purposes of this program, the LOCAL AGENCY shall promptly notify the STATE, and the STATE shall have the option to either cancel this Agreement with no liability occurring to the STATE, or offer an agreement amendment to LOCAL AGENCY to reflect the reduce amount, pursuant to the notice terms herein.

Exhibit C – General Terms and Conditions, Section 2. Amendment:

This agreement may be amended by mutual consent of LOCAL AGENCY and STATE. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

If during the term of this agreement LOCAL AGENCY shall desire a reduction in STATE civil service employees assigned to the organization provided for in Exhibit D, Schedule A, LOCAL AGENCY shall provide 120 days written notice of the requested reduction.

Next Steps

Staff recognize that keeping Fire Station 88 open is not a prudent or sustainable financial decision considering the District's current fiscal challenges. However, staff also recognize that Fire Station 88 is part of a greater system of emergency responders on the West Slope and closing Station 88 negatively impacts emergency response services to residents on the West Slope, including Cameron Park. As presented at the June 13th Special Board of Directors meeting, property taxes are not keeping pace with escalating costs for providing services and adequate capital equipment at both fire stations and throughout the District. The current District model is not financially sustainable into the future, and it is prudent to take action steps now to evaluate options and determine

a solution. Staff is prepared to provide a report in July that will outline those options and recommend action steps. There is an understanding that time is of the essence.

Attachments:

8A. Resolution 2023-22

8B. Cooperative Fire Programs Fire Protection Reimbursement Agreement between Cameron Park Community Services District and CALFIRE

RESOLUTION NO. 2023-22
OF THE BOARD OF DIRECTORS
OF THE CAMERON PARK COMMUNITY SERVICES DISTRICT
June 21, 2023

**RESOLUTION APPROVING THE
COOPERATIVE FIRE PROGRAMS FIRE PROTECTION
REIMBURSEMENT AGREEMENT BETWEEN
CAMERON PARK COMMUNITY SERVICES DISTRICT AND CAL FIRE**

WHEREAS, The Cameron Park Community Services District partners with CALFIRE to provide Fire and Emergency Services; and

WHEREAS, Cameron Park Community Services District and CALFIRE have worked together for more than 25 years; and

WHEREAS, the current Cooperative Fire Programs Fire Protection Reimbursement Agreement expires on June 30, 2023.

NOW, THERFORE BE IT RESOLVED, that the Board of Directors of the Cameron Park Community Services District hereby approves the Cooperative Fire Programs Fire Protection Reimbursement Agreement between the Cameron Park Community Services District and CAL FIRE; and

BE IT FURTHER RESOLVED, that the Board authorizes President Sidney Bazett to execute the Agreement on behalf of the Board of Directors of the Cameron Park Community Services District.

PASSED AND ADOPTED BY THE Board of Directors of the Cameron Park Community Services District at a meeting held on 21st day of June 2023, by the following vote of said Board:

AYES:

NOES:

ABSENT:

ATTEST:

Sidney Bazett, President
Board of Directors

Jill Ritzman, Interim General Manager
Secretary to the Board

COOPERATIVE FIRE PROGRAMS Attachment 8B
FIRE PROTECTION REIMBURSEMENT AGREEMENT
 LG-1 REV. 1/2023

AGREEMENT NUMBER	2CA06317
REGISTRATION NUMBER:	

1. This Agreement is entered into between the State Agency and the Local Agency named below:

STATE AGENCY'S NAME

California Department of Forestry and Fire Protection – (CAL FIRE)

LOCAL AGENCY'S NAME

Cameron Park Community Services District

2. The term of this Agreement is: July 1st 2023 through June 30th 2025


3. The maximum amount of this Agreement is: \$ 10,601,450.00
 Ten Million Six Hundred One Thousand Four Hundred Fifty Dollars and Zero Cents

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work – Includes page 2 (contact page) in count for Exhibit A	4	pages
Exhibit B – Budget Detail and Payment Provisions	2	pages
Exhibit C – General Terms and Conditions	7	pages
Exhibit D – Additional Provisions	9	pages
Exhibit E – Description of Other Services	0	pages

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

LOCAL AGENCY

LOCAL AGENCY'S NAME Cameron Park Community Services District	
BY (Authorized Signature) 	DATE SIGNED(Do not type)
PRINTED NAME AND TITLE OF PERSON SIGNING Sidney Bazett	
ADDRESS 2502 Country Club Dr Cameron Park Ca 95682	

California Department of General Services Use Only

STATE OF CALIFORNIA


AGENCY NAME California Department of Forestry and Fire Protection	
BY (Authorized Signature) 	DATE SIGNED(Do not type)
PRINTED NAME AND TITLE OF PERSON SIGNING Matthew Sully, Assistant Deputy Director, Cooperative Fire	
ADDRESS P.O. Box 944246, Sacramento, CA 94244-2460	

EXHIBIT A
COOPERATIVE FIRE PROGRAMS
FIRE PROTECTION REIMBURSEMENT AGREEMENT

The project representatives during the term of this agreement will be:

CAL FIRE Unit Chief:	AEU	Local Agency:	Cameron Park CSD
Name:	Mike Blankenheim	Name:	Jill Ritzman
Phone:	530 644 2345	Phone:	530 677 2231
Fax:		Fax:	

All required correspondence shall be sent through U.S. Postal Service by certified mail and directed to:

CAL FIRE Unit Chief:	Mike Blankenheim	Local Agency:	Jill Ritzman
Section/Unit:		Section/Unit:	
Attention:		Attention:	
Address:	2840 Mt Danher Camino Ca 95709	Address:	2502 Country Club Dr 95682
Phone:	530 644 2345	Phone:	530 677 2231
Fax:		Fax:	

Send an additional copy of all correspondence to:

CAL FIRE
Cooperative Fire Services
P.O. Box 944246
Sacramento, CA 94244-2460

AUTHORIZATION

As used herein, Director shall mean Director of CAL FIRE. This agreement, its terms and conditions are authorized under the Public Resources Code Sections 4141, 4142, 4143 and 4144, as applicable.

EXHIBIT A
SCOPE OF WORK

Under Public Resources Code Section 4114 and other provisions of law, STATE maintains fire prevention and fire suppression forces including the necessary equipment, personnel, and facilities required to prevent and extinguish forest fires.

The purpose of this agreement is to provide mutually advantageous fire and emergency services through an effective consolidated organization, wherein the STATE is primarily financially responsible for protecting natural resources from vegetation fires and the LOCAL AGENCY is primarily financially responsible for protecting life and property from fires and other emergencies. The LOCAL AGENCY shall have sole authority to establish the fire protection organization and structure needed to meet the determined level of service. This level of service may be based on the LOCAL AGENCY governing board's established fiscal parameters and assessment of risks and hazards. LOCAL AGENCY personnel providing services under this agreement may include any one or a combination of the following: regular employees, persons temporarily employed and commonly known as volunteers, paid-call firefighters, or others temporarily employed to perform any emergency work or emergency service including, but not limited to fire prevention, fire suppression and emergency medical response.

To comply with the STATE's mandate for full cost recovery of goods and services provided for others, the LOCAL AGENCY shall be responsible for all STATE costs, both direct and indirect, required to execute the terms of this agreement. These costs shall include, but not be limited to: required training and associated post coverage, employee uniform and Personal Protective Equipment (PPE) costs.

1. FIRE PROTECTION SERVICES TO BE PROVIDED BY THE STATE

STATE provides a modern, full service fire protection and emergency incident management agency that provides comprehensive fire protection and other emergency incident response. STATE designs regional fire protection solutions for urban and rural communities by efficiently utilizing all emergency protection resources. Regional solutions provide the most effective method of protecting the citizens of California at local, county and state levels.

Fire protection services to be provided by STATE under this agreement shall include the following: (check boxes below that apply)

1) Emergency Fire Protection, Medical and Rescue Response: services include commercial, residential, and wildland fire protection, prevention and investigation; hazardous materials incident response; emergency vehicle extrication; hazardous conditions response (flooding, downed power lines, earthquake, terrorist incident, etc.); emergency medical and rescue response; and public service assistance. Also included are management support services that include fire department administration, training and safety, personnel, finance and logistical support.

2) Basic Life Support Services: emergency medical technician (EMT) level emergency medical response providing first aid, basic life support (BLS), airway management, administration of oxygen, bleeding control, and life support system stabilization until patients are transported to the nearest emergency care facility.

3) Advanced Life Support Services: paramedic level emergency medical response providing early advanced airway management, intravenous drug therapy, and life support system stabilization until patients are transported to the nearest emergency care facility.

4) Dispatch Services: provide fire department 9-1-1 emergency dispatch by CAL FIRE Fire/Emergency Command Center (ECC). CAL FIRE will be responsible for fire/emergency

dispatching emergency resource units covered under this agreement. The CAL FIRE ECC is staffed with a Battalion Chief, three or more Fire Captains and Communications Operators to provide 24/7 year-round coverage. There is always an officer of Captain rank or higher to serve as the shift supervisor and command officer. CAL FIRE uses an integrated Computer Aided Dispatch (CAD) system using the latest technology, to direct the closest available resources to all emergency incidents.

5) Fire Code Inspection, Prevention and Enforcement Services: CAL FIRE has staff Fire Inspectors serving under the direction of the LOCAL AGENCY Fire Marshal to provide services to the area covered by this agreement. Fire Code Enforcement will normally be available five days per week, with emergency or scheduled enforcement inspections available seven days per week. Fire Prevention and Investigation services will be provided by CAL FIRE Prevention Officers trained in arson, commercial, and wildland fire investigation. Officers are available by appointment for site visits and consultations. Officers are trained at CAL FIRE's Peace Officer Standard Training (POST) certified law enforcement training academy and they cooperate effectively with all local, state and federal law enforcement agencies.

6) Land Use/ Pre-Fire Planning Services – CAL FIRE staff will provide community land use planning, administration of Pre-Fire project work, including community outreach, development of community education programs, project quality control, maintenance of project records and submittal of progress reports, completion of required environmental documentation, acquisition of required permits and completion of other associated administrative duties.

7) Disaster planning services (listed in Exhibit E, Description of Other Services, attached hereto and made a part of this agreement)

8) Specific service descriptions and staffing coverage, by station (listed in Exhibit E, Description of Other Services, attached hereto and made a part of this agreement)

9) Extended Fire Protection Service Availability (Amador)

2. ADMINISTRATION

Under the requirements of California Public Resources Code Section 4114 and other provisions of law, STATE maintains fire prevention and firefighting services as outlined in Exhibit D, Schedule B of this agreement.

- A. Director shall select and employ a Region Chief who shall, under the direction of the Director/Chief Deputy Director, manage all aspects of fire prevention and fire protection services and forestry-related programs.
- B. Director will select and employ a Unit Chief who shall, under the supervision and direction of Director/Region Chief or a lawful representative, have charge of the organization described in Exhibit D, Schedules A, B and C included hereto and made a part of this agreement.
- C. LOCAL AGENCY shall appoint the Unit Chief as the LOCAL AGENCY Fire Chief for all Emergency Fire Protection, Medical and Rescue Response Agreements, pursuant to applicable statutory authority. The Unit Chief may delegate this responsibility to qualified staff.
- D. The Unit Chief may dispatch personnel and equipment listed in Exhibit D, Schedules A, B and C from the assigned station or location under guidelines established by LOCAL AGENCY and approved by STATE. Personnel and/or equipment listed in Exhibit D, Schedule B may be dispatched at the sole discretion of STATE.

- E. The Unit Chief shall exercise professional judgment consistent with STATE policy and his or her employment by STATE in authorizing or making any assignments to emergencies and other responses, including assignments made in response to requests for mutual aid.
- F. Except as may be otherwise provided for in this agreement, STATE shall not incur any obligation on the part of LOCAL AGENCY to pay for any labor, materials, supplies or services beyond the total set forth in the respective Exhibit D, Schedules A and C, as to the services to be rendered pursuant to each Schedule.
- G. Nothing herein shall alter or amend or be construed to alter or amend any Collective Bargaining Agreement or Memorandum of Understanding between the State of California and its employees under the State Employer-Employee Relations Act.

3. SUPPRESSION COST RECOVERY

As provided in Health and Safety Code (H&SC) Section 13009, STATE may bring an action for collection of suppression costs of any fire caused by negligence, violation of law, or failure to correct noticed fire safety violations. When using LOCAL AGENCY equipment and personnel under the terms of this agreement, STATE may, at the request of LOCAL AGENCY, bring such an action for collection of costs incurred by LOCAL AGENCY. In such a case LOCAL AGENCY appoints and designates STATE as its agent in said collection proceedings. In the event of recovery, STATE shall deduct fees and litigation costs in a proportional percentage amount based on verifiable and justifiable suppression costs for the fire at issue. These recovery costs are for services provided which are beyond the scope of those covered by the local government administrative fee.

In all such instances, STATE shall give timely notice of the possible application of H&SC Section 13009 to the representative designated by LOCAL AGENCY.

4. MUTUAL AID

When rendering mutual aid or assistance as authorized in H&SC Sections 13050 and 13054, STATE may, at the request of LOCAL AGENCY, demand payment of charges and seek reimbursement of LOCAL AGENCY costs for personnel, equipment and operating expenses as funded herein, under authority given by H&SC Sections 13051 and 13054. STATE, in seeking said reimbursement pursuant to such request of LOCAL AGENCY, shall represent LOCAL AGENCY by following the procedures set forth in H&SC Section 13052. Any recovery of LOCAL AGENCY costs, less expenses, shall be paid or credited to LOCAL AGENCY, as directed by LOCAL AGENCY.

In all such instances, STATE shall give timely notice of the possible application of H&SC Sections 13051 and 13054 to the officer designated by LOCAL AGENCY.

5. PROPERTY PURCHASE AND ACCOUNTING

LOCAL AGENCY shall be responsible for all costs associated with property required by personnel to carry out this agreement. Employee uniform costs will be assessed to the LOCAL AGENCY through the agreement billing process. Personal Protective Equipment (PPE) costs shall be the responsibility of the LOCAL AGENCY. By mutual agreement, PPE meeting the minimum specifications established by the STATE may be purchased directly by the LOCAL AGENCY. Alternately, the STATE will supply all PPE and the LOCAL AGENCY will be billed for costs incurred.

All property provided by LOCAL AGENCY and by STATE for the purpose of providing fire protection services shall be marked and accounted for by the Unit Chief in such a manner as to conform to the regulations, if any, established by the parties for the segregation, care, and use of the respective properties.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. PAYMENT FOR SERVICES

- A. LOCAL AGENCY shall pay STATE actual cost for fire protection services pursuant to this agreement an amount not to exceed that set forth in Exhibit D, Schedule A for each fiscal year. STATE shall prepare an Exhibit D, Schedule A each year, which shall be the basis for payment for the entire fiscal year for which services are provided.
- B. Any other funds designated by LOCAL AGENCY to be expended under the supervision of or for use by a Unit Chief for fire protection services shall be set forth in Exhibit D, Schedule C. This clause shall not limit the right of LOCAL AGENCY to make additional expenditures, whether under Exhibit D, Schedule C or otherwise.
- C. STATE shall invoice LOCAL AGENCY for the cost of fire protection services on a quarterly basis as follows:
 - 1) For actual services rendered by STATE during the period of July 1 through September 30, by an invoice filed with LOCAL AGENCY on or after December 10.
 - 2) For actual services rendered by STATE during the period October 1 through December 31, by an invoice filed with LOCAL AGENCY on or after December 31.
 - 3) For actual services rendered by STATE during the period January 1 through March 31, by an invoice filed with LOCAL AGENCY on or after March 31.
 - 4) For the estimated cost of services during the period April 1 through June 30, by an invoice filed in advance with LOCAL AGENCY on or after March 1.
 - 5) A final statement shall be filed with LOCAL AGENCY by October 1 following the close of the fiscal year, reconciling the payments made by LOCAL AGENCY with the cost of the actual services rendered by STATE and including any other costs as provided herein, giving credit for all payments made by LOCAL AGENCY and claiming the balance due to STATE, if any, or refunding to LOCAL AGENCY the amount of any overpayment.
 - 6) All payments by LOCAL AGENCY shall be made within thirty (30) days of receipt of invoice from STATE, or within thirty (30) days after the filing dates specified above, whichever is later.
 - 7) The STATE reserves the right to adjust the frequency of billing and payment to a monthly cycle with a thirty (30) day written notice to the LOCAL AGENCY when:
 - a. The Director predicts a cash flow shortage, or
 - b. When determined by the Region Chief, after consulting with the Unit Chief and the LOCAL AGENCY Contract Administrator, that the LOCAL AGENCY may not have the financial ability to support the contract at the contract level.
- D. Invoices shall include actual or estimated costs as provided herein of salaries and employee benefits for those personnel employed, charges for operating expenses and equipment and the administrative charge in accordance with Exhibit D, Schedule A. When "contractual rates" are indicated, the rate shall be based on an average salary plus all benefits. "Contractual rates" means an all-inclusive rate established in Exhibit D, Schedule A for total costs to STATE, per specified position, for 24-hour fire protection services during the period covered.

- E. STATE shall credit the LOCAL AGENCY, or cover behind at no cost, for the costs of Non-post (e.g. Fire Marshal, Training Officer, etc.) positions and equipment assigned to STATE responsibility fires or other STATE funded emergency incidents. The STATE shall notify the LOCAL AGENCY when this occurs.

2. COST OF OPERATING AND MAINTAINING EQUIPMENT AND PROPERTY

The cost of maintaining, operating, and replacing any and all property and equipment, real or personal, furnished by the parties hereto for fire protection purposes, shall be borne by the party owning or furnishing such property or equipment unless otherwise provided for herein or by separate written agreement.

3. BUDGET CONTINGENCY CLAUSE

- A. If the LOCAL AGENCY's governing authority does not appropriate sufficient funds for the current year or any subsequent years covered under this Agreement, which results in an inability to pay the STATE for the services specified in this Agreement, the LOCAL AGENCY shall promptly notify the STATE and this Agreement will terminate pursuant to the notice periods required herein.
- B. If funding for any fiscal year is reduced or deleted by the LOCAL AGENCY for purposes of this program, the LOCAL AGENCY shall promptly notify the STATE, and the STATE shall have the option to either cancel this Agreement with no liability occurring to the STATE, or offer an agreement amendment to LOCAL AGENCY to reflect the reduced amount, pursuant to the notice terms herein.
- C. If the STATE Budget Act does not appropriate sufficient funds to provide the services for the current year or any subsequent years covered under this Agreement, which results in an inability to provide the services specified in this Agreement to the LOCAL AGENCY, the STATE shall promptly notify the LOCAL AGENCY, and this Agreement will terminate pursuant to the notice periods required herein.
- D. If funding for any fiscal year is reduced or deleted by the STATE Budget Act for purposes of this program, the STATE shall promptly notify the LOCAL AGENCY, and the LOCAL AGENCY shall have the option to either cancel this Agreement with no liability occurring to the LOCAL AGENCY, or offer an agreement amendment to LOCAL AGENCY to reflect the reduced services, pursuant to the notice terms herein.
- E. Notwithstanding the foregoing provisions in paragraphs A and B above, the LOCAL AGENCY shall remain responsible for payment for all services actually rendered by the STATE under this Agreement regardless of LOCAL AGENCY funding being reduced, deleted or not otherwise appropriated for this program. The LOCAL AGENCY shall promptly notify the STATE in writing of any budgetary changes that would impact this Agreement.
- F. LOCAL AGENCY and STATE agree that this Budget Contingency Clause shall not relieve or excuse either party from its obligation(s) to provide timely notice as may be required elsewhere in this Agreement.

EXHIBIT C
GENERAL TERMS AND CONDITIONS

1. **APPROVAL**: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. STATE will not commence performance until such approval has been obtained.
2. **AMENDMENT**: This agreement may be amended by mutual consent of LOCAL AGENCY and STATE. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

If during the term of this agreement LOCAL AGENCY shall desire a reduction in STATE civil service employees assigned to the organization provided for in Exhibit D, Schedule A, LOCAL AGENCY shall provide 120 days written notice of the requested reduction. Notification shall include the following: (1) The total amount of reduction; (2) The firm effective date of the reduction; and (3) The number of employees, by classification, affected by a reduction. If such notice is not provided, LOCAL AGENCY shall reimburse STATE for relocation costs incurred by STATE as a result of the reduction. Personnel reductions resulting solely from an increase in STATE employee salaries or STATE expenses occurring after signing this agreement and set forth in Exhibit D, Schedule A to this agreement shall not be subject to relocation expense reimbursement by LOCAL AGENCY.

If during the term of this agreement costs to LOCAL AGENCY set forth in any Exhibit D, Schedule A to this agreement increase and LOCAL AGENCY, in its sole discretion, determines it cannot meet such increase without reducing services provided by STATE, LOCAL AGENCY shall within one hundred twenty (120) days of receipt of such Schedule notify STATE and designate which adjustments shall be made to bring costs to the necessary level. If such designation is not received by STATE within the period specified, STATE shall reduce services in its sole discretion to permit continued operation within available funds.

3. **ASSIGNMENT**: This Agreement is not assignable by the LOCAL AGENCY either in whole or in part, without the consent of the STATE in the form of a formal written amendment.
4. **EXTENSION OF AGREEMENT**:
 - A. One year prior to the date of expiration of this agreement, LOCAL AGENCY shall give STATE written notice of whether LOCAL AGENCY will extend or enter into a new agreement with STATE for fire protection services and, if so, whether LOCAL AGENCY intends to change the level of fire protection services from that provided by this agreement. If this agreement is executed with less than one year remaining on the term of the agreement, LOCAL AGENCY shall provide this written notice at the time it signs the agreement and the one year notice requirement shall not apply.
 - B. If LOCAL AGENCY fails to provide the notice, as defined above in (A), STATE shall have the option to extend this agreement for a period of up to one year from the original termination date and to continue providing services at the same or reduced level as STATE determines would be appropriate during the extended period of this agreement. Six months prior to the date of expiration of this agreement, or any extension hereof, STATE shall give written notice to LOCAL AGENCY of any extension of this agreement and any change in the level of fire protection services STATE will provide during the extended period of this agreement. Services provided and obligations incurred by STATE during an extended period shall be accepted by LOCAL AGENCY as services and obligations under the terms of this agreement.

- C. The cost of services provided by STATE during the extended period shall be based upon the amounts that would have been charged LOCAL AGENCY during the fiscal year in which the extended period falls had the agreement been extended pursuant hereto. Payment by LOCAL AGENCY for services rendered by STATE during the extended period shall be as provided in Exhibit B, Section 1, B of this agreement.
5. **AUDIT:** STATE, including the Department of General Services and the Bureau of State Audits, and LOCAL AGENCY agree that their designated representative shall have the right to review and to copy any records and supporting documentation of the other party hereto, pertaining to the performance of this agreement. STATE and LOCAL AGENCY agree to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated, and to allow the auditor(s) of the other party access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. STATE and LOCAL AGENCY agree to a similar right to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
 6. **INDEMNIFICATION:** Each party, to the extent permitted by law, agrees to indemnify, defend and save harmless the other party, its officers, agents and employees from (1) any and all claims for economic losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers and any other person, firm, or corporation furnishing or supplying work services, materials or supplies to that party and (2) from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by that party, in the performance of any activities of that party under this agreement, except where such injury or damage arose from the sole negligence or willful misconduct attributable to the other party or from acts not within the scope of duties to be performed pursuant to this agreement; and (3) each party shall be responsible for any and all claims that may arise from the behavior and/or performance of its respective employees during and in the course of their employment to this cooperative agreement.
 7. **DISPUTES:** LOCAL AGENCY shall select and appoint a "Contract Administrator" who shall, under the supervision and direction of LOCAL AGENCY, be available for contract resolution or policy intervention with the STATE's Region Chief when, upon determination by the designated STATE representative, the Unit Chief acting as LOCAL AGENCY's Fire Chief under this agreement faces a situation in which a decision to serve the interest of LOCAL AGENCY has the potential to conflict with STATE interest or policy. Any dispute concerning a question of fact arising under the terms of this agreement which is not disposed of within a reasonable period of time by the LOCAL AGENCY and STATE employees normally responsible for the administration of this agreement shall be brought to the attention of the CAL FIRE Director or designee and the Chief Executive Officer (or designated representative) of the LOCAL AGENCY for joint resolution. For purposes of this provision, a "reasonable period of time" shall be ten (10) calendar days or less. STATE and LOCAL AGENCY agree to continue with the responsibilities under this Agreement during any dispute.
 8. **TERMINATION FOR CAUSE/CANCELLATION:**
 - A. If LOCAL AGENCY fails to remit payments in accordance with any part of this agreement, STATE may terminate this agreement and all related services upon 60 days written notice to LOCAL AGENCY. Termination of this agreement does not relieve LOCAL AGENCY from providing STATE full compensation in accordance with terms of this agreement for services actually rendered by STATE pursuant to this agreement.

- B. This agreement may be cancelled at the option of either STATE or LOCAL AGENCY at any time during its term, with or without cause, on giving one year's written notice to the other party. Either LOCAL AGENCY or STATE electing to cancel this agreement shall give one year's written notice to the other party prior to cancellation.
9. **INDEPENDENT CONTRACTOR**: Unless otherwise provided in this agreement LOCAL AGENCY and the agents and employees of LOCAL AGENCY, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the STATE.
10. **NON-DISCRIMINATION CLAUSE**: During the performance of this agreement, LOCAL AGENCY shall be an equal opportunity employer and shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS) mental disability, medical condition (e.g.cancer), age (over 40), marital status, denial of family care leave, veteran status, sexual orientation, and sexual identity. LOCAL AGENCY shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. LOCAL AGENCY shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. LOCAL AGENCY shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- In addition, LOCAL AGENCY acknowledges that it has obligations relating to ethics, Equal Employment Opportunity (EEO), the Fire Fighter's Bill of Rights Act (FFBOR), and the Peace Officer's Bill of Rights Act (POBOR). LOCAL AGENCY shall ensure that its employees comply with all the legal obligations relating to these areas. LOCAL AGENCY shall ensure that its employees are provided appropriate training.
11. **TIMELINESS**: Time is of the essence in the performance of this agreement.
12. **COMPENSATION**: The consideration to be paid STATE, as provided herein, shall be in compensation for all of STATE's expenses incurred in the performance hereof, including travel, per Diem, and taxes, unless otherwise expressly so provided.
13. **GOVERNING LAW**: This agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
14. **CHILD SUPPORT COMPLIANCE ACT**: "For any Agreement in excess of \$100,000, the LOCAL AGENCY acknowledges in accordance with Public Contract Code 7110, that:
- A. The LOCAL AGENCY recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- B. The LOCAL AGENCY, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department."

15. **UNENFORCEABLE PROVISION:** In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

16. **COMPLIANCE WITH THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)**

The STATE and LOCAL AGENCY have a responsibility to comply with the provisions of the 1996 Federal Health Insurance Portability and Accountability Act (HIPAA) and the 2001 State Health Insurance Portability and Accountability Implementation Act. HIPAA provisions become applicable once the association and relationships of the health care providers are determined by the LOCAL AGENCY. It is the LOCAL AGENCY'S responsibility to determine their status as a "covered entity" and the relationships of personnel as "health care providers", "health care clearinghouse", "hybrid entities", "business associates", or "trading partners". STATE personnel assigned to fill the LOCAL AGENCY'S positions within this Agreement, and their supervisors, may fall under the requirements of HIPAA based on the LOCAL AGENCY'S status. It is the LOCAL AGENCY'S responsibility to identify, notify, train, and provide all necessary policy and procedures to the STATE personnel that fall under HIPAA requirements so that they can comply with the required security and privacy standards of the act.

17. **LIABILITY INSURANCE**

The STATE and LOCAL AGENCY shall each provide proof of insurance in a form acceptable to the other party at no cost one to the other, to cover all services provided and use of local government facilities covered by this agreement. If LOCAL AGENCY is insured and/or self-insured in whole or in part for any losses, LOCAL AGENCY shall provide a completed Certification of Self Insurance (Exhibit D, Schedule E) or certificate of insurance, executed by a duly authorized officer of LOCAL AGENCY. Upon request of LOCAL AGENCY the STATE shall provide a letter from DGS, Office Risk and Insurance Management executed by a duly authorized officer of STATE. If commercially insured in whole or in part, a certificate of such coverage executed by the insurer or its authorized representative shall be provided.

Said commercial insurance or self-insurance coverage of the LOCAL AGENCY shall include the following:

- A. Fire protection and emergency services - Any commercial insurance shall provide at least general liability for \$5,000,000 combined single limit per occurrence.
- B. Dispatch services – Any commercial insurance shall provide at least general liability for \$1,000,000 combined single limit per occurrence.
- C. The CAL FIRE, State of California, its officers, agents, employees, and servants are included as additional insured's for purposes of this contract.
- D. The STATE shall receive thirty (30) days prior written notice of any cancellation or change to the policy at the addresses listed on page 2 of this agreement.

18. **WORKERS COMPENSATION:** (only applies where local government employees/volunteers are supervised by CAL FIRE, as listed in Exhibit D Schedule C. STATE contract employees' workers compensation is included as part of the contract personnel benefit rate).

- A. Workers' Compensation and related benefits for those persons, whose use or employment is contemplated herein, shall be provided in the manner prescribed by California Labor Codes, State Interagency Agreements and other related laws, rules, insurance policies, collective bargaining agreements, and memorandums of understanding.

- B. The STATE Unit Chief administering the organization provided for in this agreement shall not use, dispatch or direct any non STATE employees, on any work which is deemed to be the responsibility of LOCAL AGENCY, unless and until LOCAL AGENCY provides for Workers' Compensation benefits at no cost to STATE. In the event STATE is held liable, in whole or in part, for the payment of any Worker's Compensation claim or award arising from the injury or death of any such worker, LOCAL AGENCY agrees to compensate STATE for the full amount of such liability.
- C. The STATE /LOCAL AGENCY shall receive proof of Worker's Compensation coverage and shall be notified of any cancellation and change of coverage at the addresses listed in Section 1.

19. **CONFLICT OF INTEREST**: LOCAL AGENCY needs to be aware of the following provisions regarding current or former state employees. If LOCAL AGENCY has any questions on the status of any person rendering services or involved with the Agreement, the STATE must be contacted immediately for clarification.

Current State Employees (Public Contract Code §10410):

- 1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Public Contract Code §10411):

- 1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If LOCAL AGENCY violates any provisions of above paragraphs, such action by LOCAL AGENCY shall render this Agreement void. (Public Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Public Contract Code §10430 (e))

20. **LABOR CODE/WORKERS' COMPENSATION**: LOCAL AGENCY needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and LOCAL AGENCY affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

21. **AMERICANS WITH DISABILITIES ACT**: LOCAL AGENCY assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis

of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

22. **LOCAL AGENCY NAME CHANGE**: An amendment is required to change the LOCAL AGENCY'S name as listed on this Agreement. Upon receipt of legal documentation of the name change the STATE will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.
23. **RESOLUTION**: A county, city, district, or other local public body must provide the STATE with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.
24. **AIR OR WATER POLLUTION VIOLATION**: Under the State laws, the LOCAL AGENCY shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.
25. **AFFIRMATIVE ACTION**. STATE certifies its compliance with applicable federal and State hiring requirements for persons with disabilities, and is deemed by LOCAL AGENCY to be in compliance with the provisions of LOCAL AGENCY'S Affirmative Action Program for Vendors.
26. **DRUG AND ALCOHOL-FREE WORKPLACE**. As a material condition of this Agreement, STATE agrees that it and its employees, while performing service for LOCAL AGENCY, on LOCAL AGENCY property, or while using LOCAL AGENCY equipment, shall comply with STATE's Employee Rules of Conduct as they relate to the possession, use, or consumption of drugs and alcohol.
27. **ZERO TOLERANCE FOR FRAUDULENT CONDUCT IN LOCAL AGENCY SERVICES**. STATE shall comply with any applicable "Zero Tolerance for Fraudulent Conduct in LOCAL AGENCY Services." There shall be "Zero Tolerance" for fraud committed by contractors in the administration of LOCAL AGENCY programs and the provision of LOCAL AGENCY services. Upon proven instances of fraud committed by the STATE in connection with performance under the Agreement, the Agreement may be terminated consistent with the termination for cause/cancellation term, Exhibit C, section 8, subsection B, of Cooperative Fire Programs Fire Protection Reimbursement Agreement, LG-1, between the California Department of Forestry and Fire Protection (CAL FIRE) and the LOCAL AGENCY.
28. **CONFIDENTIAL INFORMATION**. "Confidential information" means information designated by CAL FIRE and/or the LOCAL AGENCY disclosure of which is restricted, prohibited or privileged by State and federal law. Confidential Information includes, but is not limited to, information exempt from disclosure under the California Public Records Act (Government Code Sections 6250 et seq.) Confidential Information includes but is not limited to all records as defined in Government Code section 6252 as well as verbal communication of Confidential Information. Any exchange of Confidential Information between parties shall not constitute a "waiver" of any exemption pursuant to Government Code section 6254.5

CAL FIRE and LOCAL AGENCY personnel allowed access to information designated as Confidential Information shall be limited to those persons with a demonstrable business need for such access. CAL FIRE and LOCAL AGENCY agree to provide a list of authorized personnel in writing as required by Government Code section 6254.5(e). CAL FIRE and the LOCAL

AGENCY agree to take all necessary measures to protect Confidential Information and shall impose all the requirements of this Agreement on all of their respective officers, employees and agents with regards to access to the Confidential Information. A Party to this Contract who experiences a security breach involving Confidential Information covered by this Contract, agrees to promptly notify the other Party of such breach

29. **ENTIRE AGREEMENT**: This agreement contains the whole agreement between the Parties. It cancels and supersedes any previous agreement for the same or similar services.

EXHIBIT D
ADDITIONAL PROVISIONS

EXCISE TAX: State of California is exempt from federal excise taxes, and no payment will be made for any taxes levied on employees' wages. STATE will pay any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this agreement. The STATE may pay any applicable sales and use tax imposed by another state.

Schedules

The following Schedules are included as part of this agreement (check boxes if they apply):

- A. Fiscal Display, PRC 4142 AND/OR PRC 4144** - STATE provided LOCAL AGENCY funded fire protection services. STATE-owned vehicles shall be operated and maintained in accordance with policies of STATE at rates listed in Exhibit D, Schedule A.
- B. STATE Funded Resource** - A listing of personnel, crews and major facilities of the STATE overlapping or adjacent to the local agency area that may form a reciprocal part of this agreement.
- C. LOCAL AGENCY Provided Local Funded Resources** - A listing of services, personnel, equipment and expenses, which are paid directly by the local agency, but which are under the supervision of the Unit Chief.
- D. LOCAL AGENCY Owned STATE Maintained Vehicles** - Vehicle information pertaining to maintenance responsibilities and procedures for local agency-owned vehicles that may be a part of the agreement.

LOCAL AGENCY-owned firefighting vehicles shall meet and be maintained to meet minimum safety standards set forth in Title 49, Code of Federal Regulations; and Titles 8 and 13, California Code of Regulations.

LOCAL AGENCY-owned vehicles that are furnished to the STATE shall be maintained and operated in accordance to LOCAL AGENCY policies. In the event LOCAL AGENCY does not have such policies, LOCAL AGENCY-owned vehicles shall be maintained and operated in accordance with STATE policies. The cost of said vehicle maintenance and operation shall be at actual cost or at rates listed in Exhibit D, Schedule D.

Exhibit D, Schedule D is incorporated into this section if LOCAL AGENCY-owned vehicles listed in Exhibit D, Schedule D are to be operated, maintained, and repaired by STATE.

LOCAL AGENCY assumes full responsibility for all liabilities associated therewith in accordance with California Vehicle Code Sections 17000, 17001 et seq. STATE employees operating LOCAL AGENCY-owned vehicles shall be deemed employees of LOCAL AGENCY, as defined in Vehicle Code Section 17000. Except where LOCAL AGENCY would have no duty to indemnify STATE under Exhibit C, Section 6 for all LOCAL AGENCY-owned vehicles operated or used by employees of STATE under this agreement.

LOCAL AGENCY employees, who are under the supervision of the Unit Chief and operating STATE-owned motor vehicles, as a part of the duties and in connection with fire protection and other emergency services, shall be deemed employees of STATE, as defined in Vehicle Code Section 17000 for acts or omissions in the use of such vehicles. Except where STATE would have no duty to indemnify LOCAL AGENCY under Exhibit C, Section 6.

- E. Certification of Insurance** - Provider Insurance Certification and/or proof of self-insurance.

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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Fiscal Year: 2023	Unit: AEU	Sub Total (+2%)	\$3,241,236	Contract Name:	Cameron Park CSD
Index: 2700		Admin	\$389,272	Contract No.: 2CA06317	
PCA: 27750		Total	\$3,630,509	Page No.:	18
PRC: 4142		Overtime Total: \$121,740			
Comments: FY 23/24					

This is a Schedule A - 4142 of the Cooperative Agreement, dated July 1, 2023 between Cameron Park CSD and The California Department of Forestry and Fire Protection (CAL FIRE)	CAL FIRE Unit Chief	Mike Blankenheim
	CAL FIRE Region Chief	George Morris III

Number of Positions	Classification/ad-ons (Pick From List)	RET.	Period	Salary Months	Salary Rate	Total Salary	EDWC Rate	EDWC Periods	Total EDWC	Salary Benefits	FFI UI	EDWC Benefits	Total Salary & EDWC	Total Position Cost
2	Battalion Chief (Nonsupervisory)	POF		12	\$7,301	\$175,217	\$4,363	12	\$104,712	\$166,930	\$0	\$61,811	\$508,671	\$559,754
2	Longevity Pay Differential - 9%	POF		12	\$0	\$15,770			\$0	\$15,024		\$0	\$30,793	
		POF			\$0	\$0			\$0	\$0		\$0	\$0	
		POF			\$0	\$0			\$0	\$0		\$0	\$0	
		POF			\$0	\$0			\$0	\$0		\$0	\$0	
	Overtime	POF				\$20,000			\$0	\$290		\$0	\$20,290	
2	Fire Captain (Paramedic)	POF		12	\$6,732	\$161,567	\$4,299	12	\$103,176	\$153,925	\$0	\$60,905	\$479,573	\$533,938
2	Longevity Pay Differential - 5%	POF		12	\$0	\$8,078			\$0	\$7,696		\$0	\$15,775	
2	Paramedic Recruitment and Retention - 500	POF		12	\$500	\$12,000			\$0	\$6,300		\$0	\$18,300	
		POF			\$0	\$0			\$0	\$0		\$0	\$0	
		POF			\$0	\$0			\$0	\$0		\$0	\$0	
	Overtime	POF				\$20,000			\$0	\$290		\$0	\$20,290	
2	Fire Captain, Range A	POF		12	\$6,291	\$150,979	\$3,771	12	\$90,504	\$143,837	\$0	\$53,425	\$438,744	\$485,568
2	Longevity Pay Differential - 9%	POF		12	\$0	\$13,588			\$0	\$12,945		\$0	\$26,533	
		POF			\$0	\$0			\$0	\$0		\$0	\$0	
		POF			\$0	\$0			\$0	\$0		\$0	\$0	
		POF			\$0	\$0			\$0	\$0		\$0	\$0	
	Overtime	POF				\$20,000			\$0	\$290		\$0	\$20,290	
6	Fire Apparatus Engineer (Paramedic)	POF		12	\$6,002	\$432,160	\$3,870	12	\$278,640	\$411,718	\$0	\$164,481	\$1,286,999	\$1,392,624
6	Paramedic Recruitment and Retention - 500	POF		12	\$500	\$36,000			\$0	\$18,900		\$0	\$54,900	
		POF			\$0	\$0			\$0	\$0		\$0	\$0	
		POF			\$0	\$0			\$0	\$0		\$0	\$0	
		POF			\$0	\$0			\$0	\$0		\$0	\$0	
	Overtime	POF				\$50,000			\$0	\$725		\$0	\$50,725	
1	Fire Apparatus Engineer	POF		12	\$5,606	\$67,272	\$3,369	12	\$40,428	\$64,090	\$0	\$23,865	\$195,654	\$205,799
		POF			\$0	\$0			\$0	\$0		\$0	\$0	
		POF			\$0	\$0			\$0	\$0		\$0	\$0	
		POF			\$0	\$0			\$0	\$0		\$0	\$0	
		POF			\$0	\$0			\$0	\$0		\$0	\$0	
	Overtime	POF				\$10,000			\$0	\$145		\$0	\$10,145	
					\$0	\$0	\$0	0	\$0	\$0	\$0	\$0	\$0	\$0
					\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0			\$0	\$0		\$0	\$0	
	Overtime					\$0	\$0	0	\$0	\$0	\$0	\$0	\$0	\$0

Fiscal Year: 2023	Unit: AEU	Sub Total (+2%): \$3,176,025	Contract Name: Cameron Park CSD
Index: 2700		Admin: \$381,441	
PCA: 27750		Total: \$3,557,465	Contract No.: 2CA06317
PRC: 4142			Page No.: 20
Comments: 24/25 (-1 BC, + 1 FAE)		Overtime Total: \$131,885	

This is a Schedule A - 4142 of the Cooperative Agreement, dated July 1, 2023 between Cameron Park CSD and The California Department of Forestry and Fire Protection (CAL FIRE)	CAL FIRE Unit Chief	Mike Blankenheim
	CAL FIRE Region Chief	George Morris III

Number of Positions	Classification/ad-ons (Pick From List)	RET.	Period	Salary Months	Salary Rate	Total Salary	EDWC Rate	EDWC Periods	Total EDWC	Salary Benefits	FFI UI	EDWC Benefits	Total Salary & EDWC	Total Position Cost
1	Battalion Chief (Nonsupervisory)	POF		12	\$7,301	\$87,609	\$4,363	12	\$52,356	\$83,465	\$0	\$30,906	\$254,335	\$290,022
1	Longevity Pay Differential - 9%	POF		12	\$0	\$7,885			\$0	\$7,512		\$0	\$15,397	
		POF			\$0	\$0			\$0	\$0		\$0	\$0	
		POF			\$0	\$0			\$0	\$0		\$0	\$0	
		POF			\$0	\$0			\$0	\$0		\$0	\$0	
	Overtime	POF				\$20,000			\$0	\$290		\$0	\$20,290	
2	Fire Captain (Paramedic)	POF		12	\$6,732	\$161,567	\$4,299	12	\$103,176	\$153,925	\$0	\$60,905	\$479,573	\$533,938
2	Longevity Pay Differential - 5%	POF		12	\$0	\$8,078			\$0	\$7,696		\$0	\$15,775	
2	Paramedic Recruitment and Retention - 500	POF		12	\$500	\$12,000			\$0	\$6,300		\$0	\$18,300	
		POF			\$0	\$0			\$0	\$0		\$0	\$0	
		POF			\$0	\$0			\$0	\$0		\$0	\$0	
	Overtime	POF				\$20,000			\$0	\$290		\$0	\$20,290	
2	Fire Captain, Range A	POF		12	\$6,291	\$150,979	\$3,771	12	\$90,504	\$143,837	\$0	\$53,425	\$438,744	\$485,568
2	Longevity Pay Differential - 9%	POF		12	\$0	\$13,588			\$0	\$12,945		\$0	\$26,533	
		POF			\$0	\$0			\$0	\$0		\$0	\$0	
		POF			\$0	\$0			\$0	\$0		\$0	\$0	
		POF			\$0	\$0			\$0	\$0		\$0	\$0	
	Overtime	POF				\$20,000			\$0	\$290		\$0	\$20,290	
6	Fire Apparatus Engineer (Paramedic)	POF		12	\$6,002	\$432,160	\$3,870	12	\$278,640	\$411,718	\$0	\$164,481	\$1,286,999	\$1,392,624
6	Paramedic Recruitment and Retention - 500	POF		12	\$500	\$36,000			\$0	\$18,900		\$0	\$54,900	
		POF			\$0	\$0			\$0	\$0		\$0	\$0	
		POF			\$0	\$0			\$0	\$0		\$0	\$0	
		POF			\$0	\$0			\$0	\$0		\$0	\$0	
	Overtime	POF				\$50,000			\$0	\$725		\$0	\$50,725	
2	Fire Apparatus Engineer	POF		12	\$5,606	\$134,543	\$3,369	12	\$80,856	\$128,179	\$0	\$47,729	\$391,308	\$411,598
		POF			\$0	\$0			\$0	\$0		\$0	\$0	
		POF			\$0	\$0			\$0	\$0		\$0	\$0	
		POF			\$0	\$0			\$0	\$0		\$0	\$0	
		POF			\$0	\$0			\$0	\$0		\$0	\$0	
	Overtime	POF				\$20,000			\$0	\$290		\$0	\$20,290	
					\$0	\$0	\$0	0	\$0	\$0	\$0	\$0	\$0	\$0
					\$0	\$0	\$0		\$0	\$0	\$0	\$0	\$0	\$0
					\$0	\$0	\$0		\$0	\$0	\$0	\$0	\$0	\$0
					\$0	\$0	\$0		\$0	\$0	\$0	\$0	\$0	\$0
	Overtime					\$0	\$0		\$0	\$0	\$0	\$0	\$0	\$0
					\$0	\$0	\$0	0	\$0	\$0	\$0	\$0	\$0	\$0
					\$0	\$0	\$0		\$0	\$0	\$0	\$0	\$0	\$0
					\$0	\$0	\$0		\$0	\$0	\$0	\$0	\$0	\$0
	Overtime					\$0	\$0		\$0	\$0	\$0	\$0	\$0	\$0
					\$0	\$0	\$0	0	\$0	\$0	\$0	\$0	\$0	\$0
					\$0	\$0	\$0		\$0	\$0	\$0	\$0	\$0	\$0
					\$0	\$0	\$0		\$0	\$0	\$0	\$0	\$0	\$0
					\$0	\$0	\$0		\$0	\$0	\$0	\$0	\$0	\$0

Fiscal Year: 2023	Unit: AEU	Sub Total (+2%)	\$1,368,737	Contract Name:	Cameron Park CSD
Index: 2700		Admin	\$164,385	Contract No.: 2CA06317	
PCA 27753		Total	\$1,533,122	Page No.:	22
PRC: 4142		Overtime Total: \$0			

This is a Schedule A - 4142 of the Cooperative Agreement, dated July 1, 2023 between Cameron Park CSD and The California Department of Forestry and Fire Protection (CAL FIRE)

CAL FIRE Unit Chief	Mike Blankenheim
CAL FIRE Region Chief	George Morris III

Number of Positions	Classification/ad-ons (Pick From List)	RET.	Period	Salary Months	Salary Rate	Total Salary	EDWC Rate	EDWC Periods	Total EDWC	Salary Benefits	FFI UI	EDWC Benefits	Total Salary & EDWC	Total Position Cost
6	Fire Apparatus Engineer (Paramedic)	POF		12	\$6,002	\$432,160	\$3,870	12	\$278,640	\$411,718	\$0	\$164,481	\$1,286,999	\$1,341,899
6	Paramedic Recruitment and Retention - 500	POF		12	\$500	\$36,000			\$0	\$18,900		\$0	\$54,900	
		POF			\$0	\$0			\$0	\$0		\$0	\$0	
		POF			\$0	\$0			\$0	\$0		\$0	\$0	
		POF			\$0	\$0			\$0	\$0		\$0	\$0	
	Overtime	POF			\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0	\$0	0	\$0	\$0	\$0	\$0	\$0	\$0
					\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0			\$0	\$0		\$0	\$0	
	Overtime				\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0	\$0	0	\$0	\$0	\$0	\$0	\$0	\$0
					\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0			\$0	\$0		\$0	\$0	
	Overtime				\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0	\$0	0	\$0	\$0	\$0	\$0	\$0	\$0
					\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0			\$0	\$0		\$0	\$0	
	Overtime				\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0	\$0	0	\$0	\$0	\$0	\$0	\$0	\$0
					\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0			\$0	\$0		\$0	\$0	
	Overtime				\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0	\$0	0	\$0	\$0	\$0	\$0	\$0	\$0
					\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0			\$0	\$0		\$0	\$0	
	Overtime				\$0	\$0			\$0	\$0		\$0	\$0	

**COOPERATIVE FIRE PROGRAMS
FIRE PROTECTION REIMBURSEMENT AGREEMENT**

LG-1 REV. 1/2023

AGREEMENT NUMBER	2CA06317
REGISTRATION NUMBER:	

1. This Agreement is entered into between the State Agency and the Local Agency named below:

STATE AGENCY'S NAME

California Department of Forestry and Fire Protection – (CAL FIRE)

LOCAL AGENCY'S NAME

Cameron Park Community Services District

2. The term of this Agreement is: July 1st 2023 through June 30th 2025

3. The maximum amount of this Agreement is: \$ 10,601,450.00
Ten Million Six Hundred One Thousand Four Hundred Fifty Dollars and Zero Cents

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work – Includes page 2 (contact page) in count for Exhibit A	4	pages
Exhibit B – Budget Detail and Payment Provisions	2	pages
Exhibit C – General Terms and Conditions	7	pages
Exhibit D – Additional Provisions	9	pages
Exhibit E – Description of Other Services	0	pages

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

LOCAL AGENCY

**California Department of General
Services Use Only**

LOCAL AGENCY'S NAME
Cameron Park Community Services District

BY (Authorized Signature)

DATE SIGNED(Do not type)



PRINTED NAME AND TITLE OF PERSON SIGNING
Sidney Bazett

ADDRESS
2502 Country Club Dr Cameron Park Ca 95682

STATE OF CALIFORNIA

AGENCY NAME
California Department of Forestry and Fire Protection

BY (Authorized Signature)

DATE SIGNED(Do not type)



PRINTED NAME AND TITLE OF PERSON SIGNING
Matthew Sully, Assistant Deputy Director, Cooperative Fire

ADDRESS P.O. Box 944246, Sacramento, CA 94244-2460

EXHIBIT A
COOPERATIVE FIRE PROGRAMS
FIRE PROTECTION REIMBURSEMENT AGREEMENT

The project representatives during the term of this agreement will be:

CAL FIRE Unit Chief:	AEU	Local Agency:	Cameron Park CSD
Name:	Mike Blankenheim	Name:	Jill Ritzman
Phone:	530 644 2345	Phone:	530 677 2231
Fax:		Fax:	

All required correspondence shall be sent through U.S. Postal Service by certified mail and directed to:

CAL FIRE Unit Chief:	Mike Blankenheim	Local Agency:	Jill Ritzman
Section/Unit:		Section/Unit:	
Attention:		Attention:	
Address:	2840 Mt Danher Camino Ca 95709	Address:	2502 Country Club Dr 95682
Phone:	530 644 2345	Phone:	530 677 2231
Fax:		Fax:	

Send an additional copy of all correspondence to:

CAL FIRE
Cooperative Fire Services
P.O. Box 944246
Sacramento, CA 94244-2460

AUTHORIZATION

As used herein, Director shall mean Director of CAL FIRE. This agreement, its terms and conditions are authorized under the Public Resources Code Sections 4141, 4142, 4143 and 4144, as applicable.

EXHIBIT A
SCOPE OF WORK

Under Public Resources Code Section 4114 and other provisions of law, STATE maintains fire prevention and fire suppression forces including the necessary equipment, personnel, and facilities required to prevent and extinguish forest fires.

The purpose of this agreement is to provide mutually advantageous fire and emergency services through an effective consolidated organization, wherein the STATE is primarily financially responsible for protecting natural resources from vegetation fires and the LOCAL AGENCY is primarily financially responsible for protecting life and property from fires and other emergencies. The LOCAL AGENCY shall have sole authority to establish the fire protection organization and structure needed to meet the determined level of service. This level of service may be based on the LOCAL AGENCY governing board's established fiscal parameters and assessment of risks and hazards. LOCAL AGENCY personnel providing services under this agreement may include any one or a combination of the following: regular employees, persons temporarily employed and commonly known as volunteers, paid-call firefighters, or others temporarily employed to perform any emergency work or emergency service including, but not limited to fire prevention, fire suppression and emergency medical response.

To comply with the STATE's mandate for full cost recovery of goods and services provided for others, the LOCAL AGENCY shall be responsible for all STATE costs, both direct and indirect, required to execute the terms of this agreement. These costs shall include, but not be limited to: required training and associated post coverage, employee uniform and Personal Protective Equipment (PPE) costs.

1. FIRE PROTECTION SERVICES TO BE PROVIDED BY THE STATE

STATE provides a modern, full service fire protection and emergency incident management agency that provides comprehensive fire protection and other emergency incident response. STATE designs regional fire protection solutions for urban and rural communities by efficiently utilizing all emergency protection resources. Regional solutions provide the most effective method of protecting the citizens of California at local, county and state levels.

Fire protection services to be provided by STATE under this agreement shall include the following: (check boxes below that apply)

1) Emergency Fire Protection, Medical and Rescue Response: services include commercial, residential, and wildland fire protection, prevention and investigation; hazardous materials incident response; emergency vehicle extrication; hazardous conditions response (flooding, downed power lines, earthquake, terrorist incident, etc.); emergency medical and rescue response; and public service assistance. Also included are management support services that include fire department administration, training and safety, personnel, finance and logistical support.

2) Basic Life Support Services: emergency medical technician (EMT) level emergency medical response providing first aid, basic life support (BLS), airway management, administration of oxygen, bleeding control, and life support system stabilization until patients are transported to the nearest emergency care facility.

3) Advanced Life Support Services: paramedic level emergency medical response providing early advanced airway management, intravenous drug therapy, and life support system stabilization until patients are transported to the nearest emergency care facility.

4) Dispatch Services: provide fire department 9-1-1 emergency dispatch by CAL FIRE Fire/Emergency Command Center (ECC). CAL FIRE will be responsible for fire/emergency

dispatching emergency resource units covered under this agreement. The CAL FIRE ECC is staffed with a Battalion Chief, three or more Fire Captains and Communications Operators to provide 24/7 year-round coverage. There is always an officer of Captain rank or higher to serve as the shift supervisor and command officer. CAL FIRE uses an integrated Computer Aided Dispatch (CAD) system using the latest technology, to direct the closest available resources to all emergency incidents.

5) Fire Code Inspection, Prevention and Enforcement Services: CAL FIRE has staff Fire Inspectors serving under the direction of the LOCAL AGENCY Fire Marshal to provide services to the area covered by this agreement. Fire Code Enforcement will normally be available five days per week, with emergency or scheduled enforcement inspections available seven days per week. Fire Prevention and Investigation services will be provided by CAL FIRE Prevention Officers trained in arson, commercial, and wildland fire investigation. Officers are available by appointment for site visits and consultations. Officers are trained at CAL FIRE's Peace Officer Standard Training (POST) certified law enforcement training academy and they cooperate effectively with all local, state and federal law enforcement agencies.

6) Land Use/ Pre-Fire Planning Services – CAL FIRE staff will provide community land use planning, administration of Pre-Fire project work, including community outreach, development of community education programs, project quality control, maintenance of project records and submittal of progress reports, completion of required environmental documentation, acquisition of required permits and completion of other associated administrative duties.

7) Disaster planning services (listed in Exhibit E, Description of Other Services, attached hereto and made a part of this agreement)

8) Specific service descriptions and staffing coverage, by station (listed in Exhibit E, Description of Other Services, attached hereto and made a part of this agreement)

9) Extended Fire Protection Service Availability (Amador)

2. ADMINISTRATION

Under the requirements of California Public Resources Code Section 4114 and other provisions of law, STATE maintains fire prevention and firefighting services as outlined in Exhibit D, Schedule B of this agreement.

- A. Director shall select and employ a Region Chief who shall, under the direction of the Director/Chief Deputy Director, manage all aspects of fire prevention and fire protection services and forestry-related programs.
- B. Director will select and employ a Unit Chief who shall, under the supervision and direction of Director/Region Chief or a lawful representative, have charge of the organization described in Exhibit D, Schedules A, B and C included hereto and made a part of this agreement.
- C. LOCAL AGENCY shall appoint the Unit Chief as the LOCAL AGENCY Fire Chief for all Emergency Fire Protection, Medical and Rescue Response Agreements, pursuant to applicable statutory authority. The Unit Chief may delegate this responsibility to qualified staff.
- D. The Unit Chief may dispatch personnel and equipment listed in Exhibit D, Schedules A, B and C from the assigned station or location under guidelines established by LOCAL AGENCY and approved by STATE. Personnel and/or equipment listed in Exhibit D, Schedule B may be dispatched at the sole discretion of STATE.

- E. The Unit Chief shall exercise professional judgment consistent with STATE policy and his or her employment by STATE in authorizing or making any assignments to emergencies and other responses, including assignments made in response to requests for mutual aid.
- F. Except as may be otherwise provided for in this agreement, STATE shall not incur any obligation on the part of LOCAL AGENCY to pay for any labor, materials, supplies or services beyond the total set forth in the respective Exhibit D, Schedules A and C, as to the services to be rendered pursuant to each Schedule.
- G. Nothing herein shall alter or amend or be construed to alter or amend any Collective Bargaining Agreement or Memorandum of Understanding between the State of California and its employees under the State Employer-Employee Relations Act.

3. SUPPRESSION COST RECOVERY

As provided in Health and Safety Code (H&SC) Section 13009, STATE may bring an action for collection of suppression costs of any fire caused by negligence, violation of law, or failure to correct noticed fire safety violations. When using LOCAL AGENCY equipment and personnel under the terms of this agreement, STATE may, at the request of LOCAL AGENCY, bring such an action for collection of costs incurred by LOCAL AGENCY. In such a case LOCAL AGENCY appoints and designates STATE as its agent in said collection proceedings. In the event of recovery, STATE shall deduct fees and litigation costs in a proportional percentage amount based on verifiable and justifiable suppression costs for the fire at issue. These recovery costs are for services provided which are beyond the scope of those covered by the local government administrative fee.

In all such instances, STATE shall give timely notice of the possible application of H&SC Section 13009 to the representative designated by LOCAL AGENCY.

4. MUTUAL AID

When rendering mutual aid or assistance as authorized in H&SC Sections 13050 and 13054, STATE may, at the request of LOCAL AGENCY, demand payment of charges and seek reimbursement of LOCAL AGENCY costs for personnel, equipment and operating expenses as funded herein, under authority given by H&SC Sections 13051 and 13054. STATE, in seeking said reimbursement pursuant to such request of LOCAL AGENCY, shall represent LOCAL AGENCY by following the procedures set forth in H&SC Section 13052. Any recovery of LOCAL AGENCY costs, less expenses, shall be paid or credited to LOCAL AGENCY, as directed by LOCAL AGENCY.

In all such instances, STATE shall give timely notice of the possible application of H&SC Sections 13051 and 13054 to the officer designated by LOCAL AGENCY.

5. PROPERTY PURCHASE AND ACCOUNTING

LOCAL AGENCY shall be responsible for all costs associated with property required by personnel to carry out this agreement. Employee uniform costs will be assessed to the LOCAL AGENCY through the agreement billing process. Personal Protective Equipment (PPE) costs shall be the responsibility of the LOCAL AGENCY. By mutual agreement, PPE meeting the minimum specifications established by the STATE may be purchased directly by the LOCAL AGENCY. Alternately, the STATE will supply all PPE and the LOCAL AGENCY will be billed for costs incurred.

All property provided by LOCAL AGENCY and by STATE for the purpose of providing fire protection services shall be marked and accounted for by the Unit Chief in such a manner as to conform to the regulations, if any, established by the parties for the segregation, care, and use of the respective properties.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. PAYMENT FOR SERVICES

- A. LOCAL AGENCY shall pay STATE actual cost for fire protection services pursuant to this agreement an amount not to exceed that set forth in Exhibit D, Schedule A for each fiscal year. STATE shall prepare an Exhibit D, Schedule A each year, which shall be the basis for payment for the entire fiscal year for which services are provided.
- B. Any other funds designated by LOCAL AGENCY to be expended under the supervision of or for use by a Unit Chief for fire protection services shall be set forth in Exhibit D, Schedule C. This clause shall not limit the right of LOCAL AGENCY to make additional expenditures, whether under Exhibit D, Schedule C or otherwise.
- C. STATE shall invoice LOCAL AGENCY for the cost of fire protection services on a quarterly basis as follows:
 - 1) For actual services rendered by STATE during the period of July 1 through September 30, by an invoice filed with LOCAL AGENCY on or after December 10.
 - 2) For actual services rendered by STATE during the period October 1 through December 31, by an invoice filed with LOCAL AGENCY on or after December 31.
 - 3) For actual services rendered by STATE during the period January 1 through March 31, by an invoice filed with LOCAL AGENCY on or after March 31.
 - 4) For the estimated cost of services during the period April 1 through June 30, by an invoice filed in advance with LOCAL AGENCY on or after March 1.
 - 5) A final statement shall be filed with LOCAL AGENCY by October 1 following the close of the fiscal year, reconciling the payments made by LOCAL AGENCY with the cost of the actual services rendered by STATE and including any other costs as provided herein, giving credit for all payments made by LOCAL AGENCY and claiming the balance due to STATE, if any, or refunding to LOCAL AGENCY the amount of any overpayment.
 - 6) All payments by LOCAL AGENCY shall be made within thirty (30) days of receipt of invoice from STATE, or within thirty (30) days after the filing dates specified above, whichever is later.
 - 7) The STATE reserves the right to adjust the frequency of billing and payment to a monthly cycle with a thirty (30) day written notice to the LOCAL AGENCY when:
 - a. The Director predicts a cash flow shortage, or
 - b. When determined by the Region Chief, after consulting with the Unit Chief and the LOCAL AGENCY Contract Administrator, that the LOCAL AGENCY may not have the financial ability to support the contract at the contract level.
- D. Invoices shall include actual or estimated costs as provided herein of salaries and employee benefits for those personnel employed, charges for operating expenses and equipment and the administrative charge in accordance with Exhibit D, Schedule A. When "contractual rates" are indicated, the rate shall be based on an average salary plus all benefits. "Contractual rates" means an all-inclusive rate established in Exhibit D, Schedule A for total costs to STATE, per specified position, for 24-hour fire protection services during the period covered.

- E. STATE shall credit the LOCAL AGENCY, or cover behind at no cost, for the costs of Non-post (e.g. Fire Marshal, Training Officer, etc.) positions and equipment assigned to STATE responsibility fires or other STATE funded emergency incidents. The STATE shall notify the LOCAL AGENCY when this occurs.

2. COST OF OPERATING AND MAINTAINING EQUIPMENT AND PROPERTY

The cost of maintaining, operating, and replacing any and all property and equipment, real or personal, furnished by the parties hereto for fire protection purposes, shall be borne by the party owning or furnishing such property or equipment unless otherwise provided for herein or by separate written agreement.

3. BUDGET CONTINGENCY CLAUSE

- A. If the LOCAL AGENCY's governing authority does not appropriate sufficient funds for the current year or any subsequent years covered under this Agreement, which results in an inability to pay the STATE for the services specified in this Agreement, the LOCAL AGENCY shall promptly notify the STATE and this Agreement will terminate pursuant to the notice periods required herein.
- B. If funding for any fiscal year is reduced or deleted by the LOCAL AGENCY for purposes of this program, the LOCAL AGENCY shall promptly notify the STATE, and the STATE shall have the option to either cancel this Agreement with no liability occurring to the STATE, or offer an agreement amendment to LOCAL AGENCY to reflect the reduced amount, pursuant to the notice terms herein.
- C. If the STATE Budget Act does not appropriate sufficient funds to provide the services for the current year or any subsequent years covered under this Agreement, which results in an inability to provide the services specified in this Agreement to the LOCAL AGENCY, the STATE shall promptly notify the LOCAL AGENCY, and this Agreement will terminate pursuant to the notice periods required herein.
- D. If funding for any fiscal year is reduced or deleted by the STATE Budget Act for purposes of this program, the STATE shall promptly notify the LOCAL AGENCY, and the LOCAL AGENCY shall have the option to either cancel this Agreement with no liability occurring to the LOCAL AGENCY, or offer an agreement amendment to LOCAL AGENCY to reflect the reduced services, pursuant to the notice terms herein.
- E. Notwithstanding the foregoing provisions in paragraphs A and B above, the LOCAL AGENCY shall remain responsible for payment for all services actually rendered by the STATE under this Agreement regardless of LOCAL AGENCY funding being reduced, deleted or not otherwise appropriated for this program. The LOCAL AGENCY shall promptly notify the STATE in writing of any budgetary changes that would impact this Agreement.
- F. LOCAL AGENCY and STATE agree that this Budget Contingency Clause shall not relieve or excuse either party from its obligation(s) to provide timely notice as may be required elsewhere in this Agreement.

EXHIBIT C
GENERAL TERMS AND CONDITIONS

1. **APPROVAL**: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. STATE will not commence performance until such approval has been obtained.
2. **AMENDMENT**: This agreement may be amended by mutual consent of LOCAL AGENCY and STATE. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

If during the term of this agreement LOCAL AGENCY shall desire a reduction in STATE civil service employees assigned to the organization provided for in Exhibit D, Schedule A, LOCAL AGENCY shall provide 120 days written notice of the requested reduction. Notification shall include the following: (1) The total amount of reduction; (2) The firm effective date of the reduction; and (3) The number of employees, by classification, affected by a reduction. If such notice is not provided, LOCAL AGENCY shall reimburse STATE for relocation costs incurred by STATE as a result of the reduction. Personnel reductions resulting solely from an increase in STATE employee salaries or STATE expenses occurring after signing this agreement and set forth in Exhibit D, Schedule A to this agreement shall not be subject to relocation expense reimbursement by LOCAL AGENCY.

If during the term of this agreement costs to LOCAL AGENCY set forth in any Exhibit D, Schedule A to this agreement increase and LOCAL AGENCY, in its sole discretion, determines it cannot meet such increase without reducing services provided by STATE, LOCAL AGENCY shall within one hundred twenty (120) days of receipt of such Schedule notify STATE and designate which adjustments shall be made to bring costs to the necessary level. If such designation is not received by STATE within the period specified, STATE shall reduce services in its sole discretion to permit continued operation within available funds.

3. **ASSIGNMENT**: This Agreement is not assignable by the LOCAL AGENCY either in whole or in part, without the consent of the STATE in the form of a formal written amendment.
4. **EXTENSION OF AGREEMENT**:
 - A. One year prior to the date of expiration of this agreement, LOCAL AGENCY shall give STATE written notice of whether LOCAL AGENCY will extend or enter into a new agreement with STATE for fire protection services and, if so, whether LOCAL AGENCY intends to change the level of fire protection services from that provided by this agreement. If this agreement is executed with less than one year remaining on the term of the agreement, LOCAL AGENCY shall provide this written notice at the time it signs the agreement and the one year notice requirement shall not apply.
 - B. If LOCAL AGENCY fails to provide the notice, as defined above in (A), STATE shall have the option to extend this agreement for a period of up to one year from the original termination date and to continue providing services at the same or reduced level as STATE determines would be appropriate during the extended period of this agreement. Six months prior to the date of expiration of this agreement, or any extension hereof, STATE shall give written notice to LOCAL AGENCY of any extension of this agreement and any change in the level of fire protection services STATE will provide during the extended period of this agreement. Services provided and obligations incurred by STATE during an extended period shall be accepted by LOCAL AGENCY as services and obligations under the terms of this agreement.

- C. The cost of services provided by STATE during the extended period shall be based upon the amounts that would have been charged LOCAL AGENCY during the fiscal year in which the extended period falls had the agreement been extended pursuant hereto. Payment by LOCAL AGENCY for services rendered by STATE during the extended period shall be as provided in Exhibit B, Section 1, B of this agreement.
5. **AUDIT:** STATE, including the Department of General Services and the Bureau of State Audits, and LOCAL AGENCY agree that their designated representative shall have the right to review and to copy any records and supporting documentation of the other party hereto, pertaining to the performance of this agreement. STATE and LOCAL AGENCY agree to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated, and to allow the auditor(s) of the other party access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. STATE and LOCAL AGENCY agree to a similar right to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
6. **INDEMNIFICATION:** Each party, to the extent permitted by law, agrees to indemnify, defend and save harmless the other party, its officers, agents and employees from (1) any and all claims for economic losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers and any other person, firm, or corporation furnishing or supplying work services, materials or supplies to that party and (2) from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by that party, in the performance of any activities of that party under this agreement, except where such injury or damage arose from the sole negligence or willful misconduct attributable to the other party or from acts not within the scope of duties to be performed pursuant to this agreement; and (3) each party shall be responsible for any and all claims that may arise from the behavior and/or performance of its respective employees during and in the course of their employment to this cooperative agreement.
7. **DISPUTES:** LOCAL AGENCY shall select and appoint a "Contract Administrator" who shall, under the supervision and direction of LOCAL AGENCY, be available for contract resolution or policy intervention with the STATE's Region Chief when, upon determination by the designated STATE representative, the Unit Chief acting as LOCAL AGENCY's Fire Chief under this agreement faces a situation in which a decision to serve the interest of LOCAL AGENCY has the potential to conflict with STATE interest or policy. Any dispute concerning a question of fact arising under the terms of this agreement which is not disposed of within a reasonable period of time by the LOCAL AGENCY and STATE employees normally responsible for the administration of this agreement shall be brought to the attention of the CAL FIRE Director or designee and the Chief Executive Officer (or designated representative) of the LOCAL AGENCY for joint resolution. For purposes of this provision, a "reasonable period of time" shall be ten (10) calendar days or less. STATE and LOCAL AGENCY agree to continue with the responsibilities under this Agreement during any dispute.
8. **TERMINATION FOR CAUSE/CANCELLATION:**
- A. If LOCAL AGENCY fails to remit payments in accordance with any part of this agreement, STATE may terminate this agreement and all related services upon 60 days written notice to LOCAL AGENCY. Termination of this agreement does not relieve LOCAL AGENCY from providing STATE full compensation in accordance with terms of this agreement for services actually rendered by STATE pursuant to this agreement.

- B. This agreement may be cancelled at the option of either STATE or LOCAL AGENCY at any time during its term, with or without cause, on giving one year's written notice to the other party. Either LOCAL AGENCY or STATE electing to cancel this agreement shall give one year's written notice to the other party prior to cancellation.
9. **INDEPENDENT CONTRACTOR**: Unless otherwise provided in this agreement LOCAL AGENCY and the agents and employees of LOCAL AGENCY, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the STATE.
10. **NON-DISCRIMINATION CLAUSE**: During the performance of this agreement, LOCAL AGENCY shall be an equal opportunity employer and shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS) mental disability, medical condition (e.g.cancer), age (over 40), marital status, denial of family care leave, veteran status, sexual orientation, and sexual identity. LOCAL AGENCY shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. LOCAL AGENCY shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. LOCAL AGENCY shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- In addition, LOCAL AGENCY acknowledges that it has obligations relating to ethics, Equal Employment Opportunity (EEO), the Fire Fighter's Bill of Rights Act (FFBOR), and the Peace Officer's Bill of Rights Act (POBOR). LOCAL AGENCY shall ensure that its employees comply with all the legal obligations relating to these areas. LOCAL AGENCY shall ensure that its employees are provided appropriate training.
11. **TIMELINESS**: Time is of the essence in the performance of this agreement.
12. **COMPENSATION**: The consideration to be paid STATE, as provided herein, shall be in compensation for all of STATE's expenses incurred in the performance hereof, including travel, per Diem, and taxes, unless otherwise expressly so provided.
13. **GOVERNING LAW**: This agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
14. **CHILD SUPPORT COMPLIANCE ACT**: "For any Agreement in excess of \$100,000, the LOCAL AGENCY acknowledges in accordance with Public Contract Code 7110, that:
- A. The LOCAL AGENCY recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- B. The LOCAL AGENCY, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department."

15. **UNENFORCEABLE PROVISION:** In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

16. **COMPLIANCE WITH THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)**

The STATE and LOCAL AGENCY have a responsibility to comply with the provisions of the 1996 Federal Health Insurance Portability and Accountability Act (HIPAA) and the 2001 State Health Insurance Portability and Accountability Implementation Act. HIPAA provisions become applicable once the association and relationships of the health care providers are determined by the LOCAL AGENCY. It is the LOCAL AGENCY'S responsibility to determine their status as a "covered entity" and the relationships of personnel as "health care providers", "health care clearinghouse", "hybrid entities", "business associates", or "trading partners". STATE personnel assigned to fill the LOCAL AGENCY'S positions within this Agreement, and their supervisors, may fall under the requirements of HIPAA based on the LOCAL AGENCY'S status. It is the LOCAL AGENCY'S responsibility to identify, notify, train, and provide all necessary policy and procedures to the STATE personnel that fall under HIPAA requirements so that they can comply with the required security and privacy standards of the act.

17. **LIABILITY INSURANCE**

The STATE and LOCAL AGENCY shall each provide proof of insurance in a form acceptable to the other party at no cost one to the other, to cover all services provided and use of local government facilities covered by this agreement. If LOCAL AGENCY is insured and/or self-insured in whole or in part for any losses, LOCAL AGENCY shall provide a completed Certification of Self Insurance (Exhibit D, Schedule E) or certificate of insurance, executed by a duly authorized officer of LOCAL AGENCY. Upon request of LOCAL AGENCY the STATE shall provide a letter from DGS, Office Risk and Insurance Management executed by a duly authorized officer of STATE. If commercially insured in whole or in part, a certificate of such coverage executed by the insurer or its authorized representative shall be provided.

Said commercial insurance or self-insurance coverage of the LOCAL AGENCY shall include the following:

- A. Fire protection and emergency services - Any commercial insurance shall provide at least general liability for \$5,000,000 combined single limit per occurrence.
- B. Dispatch services – Any commercial insurance shall provide at least general liability for \$1,000,000 combined single limit per occurrence.
- C. The CAL FIRE, State of California, its officers, agents, employees, and servants are included as additional insured's for purposes of this contract.
- D. The STATE shall receive thirty (30) days prior written notice of any cancellation or change to the policy at the addresses listed on page 2 of this agreement.

18. **WORKERS COMPENSATION:** (only applies where local government employees/volunteers are supervised by CAL FIRE, as listed in Exhibit D Schedule C. STATE contract employees' workers compensation is included as part of the contract personnel benefit rate).

- A. Workers' Compensation and related benefits for those persons, whose use or employment is contemplated herein, shall be provided in the manner prescribed by California Labor Codes, State Interagency Agreements and other related laws, rules, insurance policies, collective bargaining agreements, and memorandums of understanding.

- B. The STATE Unit Chief administering the organization provided for in this agreement shall not use, dispatch or direct any non STATE employees, on any work which is deemed to be the responsibility of LOCAL AGENCY, unless and until LOCAL AGENCY provides for Workers' Compensation benefits at no cost to STATE. In the event STATE is held liable, in whole or in part, for the payment of any Worker's Compensation claim or award arising from the injury or death of any such worker, LOCAL AGENCY agrees to compensate STATE for the full amount of such liability.
- C. The STATE /LOCAL AGENCY shall receive proof of Worker's Compensation coverage and shall be notified of any cancellation and change of coverage at the addresses listed in Section 1.

19. **CONFLICT OF INTEREST**: LOCAL AGENCY needs to be aware of the following provisions regarding current or former state employees. If LOCAL AGENCY has any questions on the status of any person rendering services or involved with the Agreement, the STATE must be contacted immediately for clarification.

Current State Employees (Public Contract Code §10410):

- 1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Public Contract Code §10411):

- 1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If LOCAL AGENCY violates any provisions of above paragraphs, such action by LOCAL AGENCY shall render this Agreement void. (Public Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Public Contract Code §10430 (e))

20. **LABOR CODE/WORKERS' COMPENSATION**: LOCAL AGENCY needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and LOCAL AGENCY affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

21. **AMERICANS WITH DISABILITIES ACT**: LOCAL AGENCY assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis

of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

22. **LOCAL AGENCY NAME CHANGE**: An amendment is required to change the LOCAL AGENCY'S name as listed on this Agreement. Upon receipt of legal documentation of the name change the STATE will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.
23. **RESOLUTION**: A county, city, district, or other local public body must provide the STATE with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.
24. **AIR OR WATER POLLUTION VIOLATION**: Under the State laws, the LOCAL AGENCY shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.
25. **AFFIRMATIVE ACTION**. STATE certifies its compliance with applicable federal and State hiring requirements for persons with disabilities, and is deemed by LOCAL AGENCY to be in compliance with the provisions of LOCAL AGENCY'S Affirmative Action Program for Vendors.
26. **DRUG AND ALCOHOL-FREE WORKPLACE**. As a material condition of this Agreement, STATE agrees that it and its employees, while performing service for LOCAL AGENCY, on LOCAL AGENCY property, or while using LOCAL AGENCY equipment, shall comply with STATE's Employee Rules of Conduct as they relate to the possession, use, or consumption of drugs and alcohol.
27. **ZERO TOLERANCE FOR FRAUDULENT CONDUCT IN LOCAL AGENCY SERVICES**. STATE shall comply with any applicable "Zero Tolerance for Fraudulent Conduct in LOCAL AGENCY Services." There shall be "Zero Tolerance" for fraud committed by contractors in the administration of LOCAL AGENCY programs and the provision of LOCAL AGENCY services. Upon proven instances of fraud committed by the STATE in connection with performance under the Agreement, the Agreement may be terminated consistent with the termination for cause/cancellation term, Exhibit C, section 8, subsection B, of Cooperative Fire Programs Fire Protection Reimbursement Agreement, LG-1, between the California Department of Forestry and Fire Protection (CAL FIRE) and the LOCAL AGENCY.
28. **CONFIDENTIAL INFORMATION**. "Confidential information" means information designated by CAL FIRE and/or the LOCAL AGENCY disclosure of which is restricted, prohibited or privileged by State and federal law. Confidential Information includes, but is not limited to, information exempt from disclosure under the California Public Records Act (Government Code Sections 6250 et seq.) Confidential Information includes but is not limited to all records as defined in Government Code section 6252 as well as verbal communication of Confidential Information. Any exchange of Confidential Information between parties shall not constitute a "waiver" of any exemption pursuant to Government Code section 6254.5

CAL FIRE and LOCAL AGENCY personnel allowed access to information designated as Confidential Information shall be limited to those persons with a demonstrable business need for such access. CAL FIRE and LOCAL AGENCY agree to provide a list of authorized personnel in writing as required by Government Code section 6254.5(e). CAL FIRE and the LOCAL

AGENCY agree to take all necessary measures to protect Confidential Information and shall impose all the requirements of this Agreement on all of their respective officers, employees and agents with regards to access to the Confidential Information. A Party to this Contract who experiences a security breach involving Confidential Information covered by this Contract, agrees to promptly notify the other Party of such breach

29. **ENTIRE AGREEMENT**: This agreement contains the whole agreement between the Parties. It cancels and supersedes any previous agreement for the same or similar services.

EXHIBIT D
ADDITIONAL PROVISIONS

EXCISE TAX: State of California is exempt from federal excise taxes, and no payment will be made for any taxes levied on employees' wages. STATE will pay any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this agreement. The STATE may pay any applicable sales and use tax imposed by another state.

Schedules

The following Schedules are included as part of this agreement (check boxes if they apply):

- A. Fiscal Display, PRC 4142 AND/OR PRC 4144** - STATE provided LOCAL AGENCY funded fire protection services. STATE-owned vehicles shall be operated and maintained in accordance with policies of STATE at rates listed in Exhibit D, Schedule A.
- B. STATE Funded Resource** - A listing of personnel, crews and major facilities of the STATE overlapping or adjacent to the local agency area that may form a reciprocal part of this agreement.
- C. LOCAL AGENCY Provided Local Funded Resources** - A listing of services, personnel, equipment and expenses, which are paid directly by the local agency, but which are under the supervision of the Unit Chief.
- D. LOCAL AGENCY Owned STATE Maintained Vehicles** - Vehicle information pertaining to maintenance responsibilities and procedures for local agency-owned vehicles that may be a part of the agreement.

LOCAL AGENCY-owned firefighting vehicles shall meet and be maintained to meet minimum safety standards set forth in Title 49, Code of Federal Regulations; and Titles 8 and 13, California Code of Regulations.

LOCAL AGENCY-owned vehicles that are furnished to the STATE shall be maintained and operated in accordance to LOCAL AGENCY policies. In the event LOCAL AGENCY does not have such policies, LOCAL AGENCY-owned vehicles shall be maintained and operated in accordance with STATE policies. The cost of said vehicle maintenance and operation shall be at actual cost or at rates listed in Exhibit D, Schedule D.

Exhibit D, Schedule D is incorporated into this section if LOCAL AGENCY-owned vehicles listed in Exhibit D, Schedule D are to be operated, maintained, and repaired by STATE.

LOCAL AGENCY assumes full responsibility for all liabilities associated therewith in accordance with California Vehicle Code Sections 17000, 17001 et seq. STATE employees operating LOCAL AGENCY-owned vehicles shall be deemed employees of LOCAL AGENCY, as defined in Vehicle Code Section 17000. Except where LOCAL AGENCY would have no duty to indemnify STATE under Exhibit C, Section 6 for all LOCAL AGENCY-owned vehicles operated or used by employees of STATE under this agreement.

LOCAL AGENCY employees, who are under the supervision of the Unit Chief and operating STATE-owned motor vehicles, as a part of the duties and in connection with fire protection and other emergency services, shall be deemed employees of STATE, as defined in Vehicle Code Section 17000 for acts or omissions in the use of such vehicles. Except where STATE would have no duty to indemnify LOCAL AGENCY under Exhibit C, Section 6.

- E. Certification of Insurance** - Provider Insurance Certification and/or proof of self-insurance.

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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Fiscal Year: 2023	Unit: AEU	Sub Total (+2%)	\$3,241,236	Contract Name:	Cameron Park CSD
Index: 2700		Admin	\$389,272	Contract No.: 2CA06317	
PCA 27750		Total	\$3,630,509	Page No.:	18
PRC: 4142		Overtime Total: \$121,740			
Comments FY 23/24					

This is a Schedule A - 4142 of the Cooperative Agreement, dated July 1, 2023 between Cameron Park CSD and The California Department of Forestry and Fire Protection (CAL FIRE)	CAL FIRE Unit Chief	Mike Blankenheim
	CAL FIRE Region Chief	George Morris III

Number of Positions	Classification/ad-ons (Pick From List)	RET.	Period	Salary Months	Salary Rate	Total Salary	EDWC Rate	EDWC Periods	Total EDWC	Salary Benefits	FFI UI	EDWC Benefits	Total Salary & EDWC	Total Position Cost
2	Battalion Chief (Nonsupervisory)	POF		12	\$7,301	\$175,217	\$4,363	12	\$104,712	\$166,930	\$0	\$61,811	\$508,671	\$559,754
2	Longevity Pay Differential - 9%	POF		12	\$0	\$15,770			\$0	\$15,024		\$0	\$30,793	
		POF			\$0	\$0			\$0	\$0		\$0	\$0	
		POF			\$0	\$0			\$0	\$0		\$0	\$0	
		POF			\$0	\$0			\$0	\$0		\$0	\$0	
	Overtime	POF				\$20,000			\$0	\$290		\$0	\$20,290	
2	Fire Captain (Paramedic)	POF		12	\$6,732	\$161,567	\$4,299	12	\$103,176	\$153,925	\$0	\$60,905	\$479,573	\$533,938
2	Longevity Pay Differential - 5%	POF		12	\$0	\$8,078			\$0	\$7,696		\$0	\$15,775	
2	Paramedic Recruitment and Retention - 500	POF		12	\$500	\$12,000			\$0	\$6,300		\$0	\$18,300	
		POF			\$0	\$0			\$0	\$0		\$0	\$0	
		POF			\$0	\$0			\$0	\$0		\$0	\$0	
	Overtime	POF				\$20,000			\$0	\$290		\$0	\$20,290	
2	Fire Captain, Range A	POF		12	\$6,291	\$150,979	\$3,771	12	\$90,504	\$143,837	\$0	\$53,425	\$438,744	\$485,568
2	Longevity Pay Differential - 9%	POF		12	\$0	\$13,588			\$0	\$12,945		\$0	\$26,533	
		POF			\$0	\$0			\$0	\$0		\$0	\$0	
		POF			\$0	\$0			\$0	\$0		\$0	\$0	
		POF			\$0	\$0			\$0	\$0		\$0	\$0	
	Overtime	POF				\$20,000			\$0	\$290		\$0	\$20,290	
6	Fire Apparatus Engineer (Paramedic)	POF		12	\$6,002	\$432,160	\$3,870	12	\$278,640	\$411,718	\$0	\$164,481	\$1,286,999	\$1,392,624
6	Paramedic Recruitment and Retention - 500	POF		12	\$500	\$36,000			\$0	\$18,900		\$0	\$54,900	
		POF			\$0	\$0			\$0	\$0		\$0	\$0	
		POF			\$0	\$0			\$0	\$0		\$0	\$0	
		POF			\$0	\$0			\$0	\$0		\$0	\$0	
	Overtime	POF				\$50,000			\$0	\$725		\$0	\$50,725	
1	Fire Apparatus Engineer	POF		12	\$5,606	\$67,272	\$3,369	12	\$40,428	\$64,090	\$0	\$23,865	\$195,654	\$205,799
		POF			\$0	\$0			\$0	\$0		\$0	\$0	
		POF			\$0	\$0			\$0	\$0		\$0	\$0	
		POF			\$0	\$0			\$0	\$0		\$0	\$0	
		POF			\$0	\$0			\$0	\$0		\$0	\$0	
	Overtime	POF				\$10,000			\$0	\$145		\$0	\$10,145	
					\$0	\$0	\$0	0	\$0	\$0	\$0	\$0	\$0	\$0
					\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0			\$0	\$0		\$0	\$0	
	Overtime					\$0			\$0	\$0		\$0	\$0	
					\$0	\$0	\$0	0	\$0	\$0	\$0	\$0	\$0	\$0
					\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0			\$0	\$0		\$0	\$0	
	Overtime					\$0			\$0	\$0		\$0	\$0	

Fiscal Year: 2023	Unit: AEU	Sub Total (+2%): \$3,176,025	Contract Name: Cameron Park CSD
Index: 2700		Admin: \$381,441	
PCA: 27750		Total: \$3,557,465	Contract No.: 2CA06317
PRC: 4142			Page No.: 20
Comments: 24/25 (-1 BC, + 1 FAE)		Overtime Total: \$131,885	

This is a Schedule A - 4142 of the Cooperative Agreement, dated July 1, 2023 between Cameron Park CSD and The California Department of Forestry and Fire Protection (CAL FIRE)	CAL FIRE Unit Chief	Mike Blankenheim
	CAL FIRE Region Chief	George Morris III

Number of Positions	Classification/ad-ons (Pick From List)	RET.	Period	Salary Months	Salary Rate	Total Salary	EDWC Rate	EDWC Periods	Total EDWC	Salary Benefits	FFI UI	EDWC Benefits	Total Salary & EDWC	Total Position Cost
1	Battalion Chief (Nonsupervisory)	POF		12	\$7,301	\$87,609	\$4,363	12	\$52,356	\$83,465	\$0	\$30,906	\$254,335	\$290,022
1	Longevity Pay Differential - 9%	POF		12	\$0	\$7,885			\$0	\$7,512		\$0	\$15,397	
		POF			\$0	\$0			\$0	\$0		\$0	\$0	
		POF			\$0	\$0			\$0	\$0		\$0	\$0	
		POF			\$0	\$0			\$0	\$0		\$0	\$0	
	Overtime	POF				\$20,000			\$0	\$290		\$0	\$20,290	
2	Fire Captain (Paramedic)	POF		12	\$6,732	\$161,567	\$4,299	12	\$103,176	\$153,925	\$0	\$60,905	\$479,573	\$533,938
2	Longevity Pay Differential - 5%	POF		12	\$0	\$8,078			\$0	\$7,696		\$0	\$15,775	
2	Paramedic Recruitment and Retention - 500	POF		12	\$500	\$12,000			\$0	\$6,300		\$0	\$18,300	
		POF			\$0	\$0			\$0	\$0		\$0	\$0	
		POF			\$0	\$0			\$0	\$0		\$0	\$0	
	Overtime	POF				\$20,000			\$0	\$290		\$0	\$20,290	
2	Fire Captain, Range A	POF		12	\$6,291	\$150,979	\$3,771	12	\$90,504	\$143,837	\$0	\$53,425	\$438,744	\$485,568
2	Longevity Pay Differential - 9%	POF		12	\$0	\$13,588			\$0	\$12,945		\$0	\$26,533	
		POF			\$0	\$0			\$0	\$0		\$0	\$0	
		POF			\$0	\$0			\$0	\$0		\$0	\$0	
		POF			\$0	\$0			\$0	\$0		\$0	\$0	
	Overtime	POF				\$20,000			\$0	\$290		\$0	\$20,290	
6	Fire Apparatus Engineer (Paramedic)	POF		12	\$6,002	\$432,160	\$3,870	12	\$278,640	\$411,718	\$0	\$164,481	\$1,286,999	\$1,392,624
6	Paramedic Recruitment and Retention - 500	POF		12	\$500	\$36,000			\$0	\$18,900		\$0	\$54,900	
		POF			\$0	\$0			\$0	\$0		\$0	\$0	
		POF			\$0	\$0			\$0	\$0		\$0	\$0	
		POF			\$0	\$0			\$0	\$0		\$0	\$0	
	Overtime	POF				\$50,000			\$0	\$725		\$0	\$50,725	
2	Fire Apparatus Engineer	POF		12	\$5,606	\$134,543	\$3,369	12	\$80,856	\$128,179	\$0	\$47,729	\$391,308	\$411,598
		POF			\$0	\$0			\$0	\$0		\$0	\$0	
		POF			\$0	\$0			\$0	\$0		\$0	\$0	
		POF			\$0	\$0			\$0	\$0		\$0	\$0	
		POF			\$0	\$0			\$0	\$0		\$0	\$0	
	Overtime	POF				\$20,000			\$0	\$290		\$0	\$20,290	
					\$0	\$0	\$0	0	\$0	\$0	\$0	\$0	\$0	\$0
					\$0	\$0	\$0		\$0	\$0	\$0	\$0	\$0	\$0
					\$0	\$0	\$0		\$0	\$0	\$0	\$0	\$0	\$0
					\$0	\$0	\$0		\$0	\$0	\$0	\$0	\$0	\$0
	Overtime					\$0	\$0		\$0	\$0	\$0	\$0	\$0	\$0
					\$0	\$0	\$0	0	\$0	\$0	\$0	\$0	\$0	\$0
					\$0	\$0	\$0		\$0	\$0	\$0	\$0	\$0	\$0
					\$0	\$0	\$0		\$0	\$0	\$0	\$0	\$0	\$0
	Overtime					\$0	\$0		\$0	\$0	\$0	\$0	\$0	\$0
					\$0	\$0	\$0	0	\$0	\$0	\$0	\$0	\$0	\$0
					\$0	\$0	\$0		\$0	\$0	\$0	\$0	\$0	\$0
					\$0	\$0	\$0		\$0	\$0	\$0	\$0	\$0	\$0
					\$0	\$0	\$0		\$0	\$0	\$0	\$0	\$0	\$0

Fiscal Year: 2023	Unit: AEU	Sub Total (+2%)	\$1,368,737	Contract Name: Cameron Park CSD
Index: 2700		Admin	\$164,385	
PCA 27753		Total	\$1,533,122	
PRC: 4142				
Comments Cameron Park JPA		Overtime Total: \$0		Contract No.: 2CA06317
Page No.: 22				

This is a Schedule A - 4142 of the Cooperative Agreement, dated July 1, 2023 between <u>Cameron Park CSD</u> and The California Department of Forestry and Fire Protection (CAL FIRE)	CAL FIRE Unit Chief	Mike Blankenheim
	CAL FIRE Region Chief	George Morris III

Number of Positions	Classification/ad-ons (Pick From List)	RET.	Period	Salary Months	Salary Rate	Total Salary	EDWC Rate	EDWC Periods	Total EDWC	Salary Benefits	FFI UI	EDWC Benefits	Total Salary & EDWC	Total Position Cost
6	Fire Apparatus Engineer (Paramedic)	POF		12	\$6,002	\$432,160	\$3,870	12	\$278,640	\$411,718	\$0	\$164,481	\$1,286,999	\$1,341,899
6	Paramedic Recruitment and Retention - 500	POF		12	\$500	\$36,000			\$0	\$18,900		\$0	\$54,900	
		POF			\$0	\$0			\$0	\$0		\$0	\$0	
		POF			\$0	\$0			\$0	\$0		\$0	\$0	
	Overtime	POF			\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0	\$0	0	\$0	\$0	\$0	\$0	\$0	\$0
					\$0	\$0	\$0		\$0	\$0		\$0	\$0	
					\$0	\$0	\$0		\$0	\$0		\$0	\$0	
	Overtime				\$0	\$0	\$0		\$0	\$0		\$0	\$0	
					\$0	\$0	\$0	0	\$0	\$0	\$0	\$0	\$0	\$0
					\$0	\$0	\$0		\$0	\$0		\$0	\$0	
					\$0	\$0	\$0		\$0	\$0		\$0	\$0	
	Overtime				\$0	\$0	\$0		\$0	\$0		\$0	\$0	
					\$0	\$0	\$0	0	\$0	\$0	\$0	\$0	\$0	\$0
					\$0	\$0	\$0		\$0	\$0		\$0	\$0	
					\$0	\$0	\$0		\$0	\$0		\$0	\$0	
	Overtime				\$0	\$0	\$0		\$0	\$0		\$0	\$0	
					\$0	\$0	\$0	0	\$0	\$0	\$0	\$0	\$0	\$0
					\$0	\$0	\$0		\$0	\$0		\$0	\$0	
					\$0	\$0	\$0		\$0	\$0		\$0	\$0	
	Overtime				\$0	\$0	\$0		\$0	\$0		\$0	\$0	
					\$0	\$0	\$0	0	\$0	\$0	\$0	\$0	\$0	\$0
					\$0	\$0	\$0		\$0	\$0		\$0	\$0	
					\$0	\$0	\$0		\$0	\$0		\$0	\$0	
	Overtime				\$0	\$0	\$0		\$0	\$0		\$0	\$0	



Agenda Transmittal

DATE: June 21, 2023

FROM: Jill Ritzman, Interim General Manager

AGENDA ITEM #9: **Public Hearing** – Fiscal Year 2023-2024 Preliminary Budget, General Fund 01 and Covenants, Conditions and Restrictions (CC&R) Fund 02

RECOMMENDED ACTION: APPROVE Resolution 2023-24

Introduction

Cameron Park Community Services District (District) staff is presenting the Proposed Fiscal Year (FY) 2023-2024 Preliminary Budget for the General Fund 01 and Covenants, Conditions and Restrictions (CC&R) Fund 02. The annual deadline for approving a Preliminary Budget is June 30th, with the Final Budget approval due September 1st.

Discussion

The FY2023-2024 Preliminary Budget is based largely on FY2022-2023 Final Budget with slight variations (Attachment 9B). By continuing last year's final budget as the District's current preliminary budget, service levels through the summer months will remain the same. The following changes were made for the FY 2023-2024 Preliminary Budget:

- Acct 4110 Property Taxes - increased by 4%
- Acct 5236 Contractual Provider (CALFIRE) – increased to new Agreement amount of \$5,209,619
- Acct 5237 Contract Under Utilization – eliminated to \$0
- Acct 7001 Transfer to Reserve – eliminated to \$0

With these changes, the Preliminary FY23-24 Budget ends with a deficit of \$862,327, approximately 10%. Eliminating Transfer to Reserves and increasing property taxes did not fully compensate for the increases in Acct 5236 for CALFIRE and the elimination of any anticipated savings in the CALFIRE agreement.

Fund Balance

The current Fund Balance is approximately \$3.4 million (Attachment 9C). The FY2019-2020 Fund Balance decreased due to increase fire & emergency costs and a loss of

revenues due to the pandemic. The FY2020-2021 Fund Balance recovered some of the losses with increased revenues from grants and a decrease in fire and emergency services expenditures. Please note that the FY2022-2023 Fund Balance is a preliminary year-to-date amount; JPA reimbursement and the remainder of the CALFIRE contract invoice is pending.

Budget Pie Charts, Revenues & Expenditures

FY 2023-2024 Preliminary Budget Pie Charts provide information about Department expenditures (Attachment 9D), and the types of revenues received by the District (Attachment 9E). Fire & Emergency Services plus the Fire Department's Weed Abatement program has 68% of the District expenditures which is funded by property taxes, JPA Ambulance revenues, grants and fees.

CC&R Budget

The CC&R FY 2023-2024 Budget is similar to last fiscal year with slight variations within the line items (Attachment 9F).

Next Steps

A FY 2023-2024 Final Budget is due by September 1, 2023. Staff will develop cost saving measures to reduce the deficit and report back to the Budget and Administration Committee and Board of Directors. Staff is hopeful that with creative thinking, new processes and service level reductions, impacts on the Fund Balance can be greatly reduced.

Attachments:

- 9A. Resolution 2023-24
- 9B. FY2023-2024 Fund 01 Preliminary Budget
- 9C. Fund Balance Chart
- 9D. Department Expenditure Chart
- 9E. Funding Source Chart
- 9F. FY2023-2024 CC&R Fund 02 Preliminary Budget

**RESOLUTION No. 2023-24
of the Board of Directors
of the Cameron Park Community Services District
June 21, 2023**

**A RESOLUTION ADOPTING THE CAMERON PARK COMMUNITY SERVICES
DISTRICT FISCAL YEAR 2023-24 PRELIMINARY BUDGET**

WHEREAS, Staff presented a Fiscal Year 2023-2024 Preliminary Budget to the Board of Directors on June 21, 2023; and

WHEREAS, a Preliminary Budget is due by June 30th , before the start of the fiscal year; and

WHEREAS, staff will return to the Board of Directors in August to adopt the Fiscal Year 2023-2024 Final Budget;

NOW THEREFORE BE IT RESOLVED that the Cameron Park Community Services District adopts Attachment 9B attached to this resolution and made part therein as the Cameron Park Community Services Fiscal Year 2023-24 Preliminary Budget.

PASSED AND ADOPTED by the Board of Directors of the Cameron Park Community Services District at a regularly scheduled meeting held on the 21st of June 2023 by the following vote of said Board:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Director Sidney Bazett, President
Board of Directors

Jill Ritzman, Interim General Manager
Secretary to the Board

Cameron Park Community Services District
Statement of Revenues and Expenditures - Unposted Transactions Included In Report
01 - General Fund
From 7/1/2023 Through 6/30/2024

Attachment 9B

		FY 2021 22 Final Budget	FY 2021 22 Actual	FY 2022 23 Final Budget	FY22 23 Year to Date Actual	FY23 24 - Proposed
Operating Revenue						
Property Taxes	4110	4,582,358.00	4,602,534.44	4,788,564.00	4,861,167.11	4,980,106.00
Franchise Fees	4113	206,780.00	218,982.46	220,000.00	192,469.73	220,000.00
Fire Marshall Plan Review	4132	105,000.00	59,818.95	77,000.00	55,430.30	77,000.00
Arc Review Fees	4140	0.00	0.00	0.00	369.00	0.00
Tuition Fees/Revenue	4142	0.00	3,261.82	0.00	1,050.00	0.00
Youth Classes	4145	0.00	0.00	0.00	165.00	0.00
Recreation Program Revenue	4154	142,639.00	201,840.12	150,000.00	165,179.25	150,000.00
Instructor Program Revenue	4155	0.00	0.00	50,000.00	87,748.05	50,000.00
Transfer In	4165	39,598.85	39,598.85	73,837.00	0.00	73,837.00
Special Events	4170	0.00	31,859.00	2,000.00	3,113.00	2,000.00
Lake Entries - Daily (Kiosk)	4180	35,660.00	41,578.78	40,000.00	35,437.15	40,000.00
Annual Passes (Lake/Pool Combo)	4181	75,000.00	60,180.94	65,500.00	33,739.01	65,500.00
Picnic Site Rentals	4182	1,500.00	1,674.50	6,000.00	1,069.00	6,000.00
Assembly Hall & Classroom Rentals	4185	35,139.00	20,262.80	30,000.00	38,597.51	30,000.00
Gym Rentals	4186	26,000.00	6,828.34	23,000.00	5,970.86	23,000.00
Pool Rental Fees	4187	98,000.00	87,467.50	101,500.00	91,570.24	101,500.00
Sports Field Rentals	4190	19,580.00	19,794.00	21,000.00	18,157.80	21,000.00
Donations	4250	0.00	3,669.00	0.00	17,345.00	0.00
Sponsorships	4255	20,000.00	19,921.20	2,500.00	46.00	2,500.00
JPA Reimbursable	4260	1,150,000.00	1,149,999.96	1,212,000.00	297,539.96	1,353,200.00
Fire Apparatus Equip Rental	4262	10,000.00	28,930.00	15,000.00	0.00	15,000.00
Reimbursement/Refund	4400	1,800.00	30,376.18	47,700.00	51,200.00	47,700.00
Weed Abatement	4410	15,750.00	6,029.96	14,300.00	23,723.16	14,300.00
Interest Income	4505	19,000.00	1,608.92	1,000.00	8,526.30	1,000.00
Other Income/Refunds	4600	8,000.00	1,198.22	2,000.00	1,545.20	2,000.00
Relief Funds	4601	193,788.00	193,788.00	0.00	0.00	0.00
First Responder Fee	4602	0.00	0.00	100,000.00	80,663.81	100,000.00
Grant - CCI	4605	113,120.00	165,071.95	0.00	0.00	0.00
Grants	4610	0.00	0.00	0.00	29,998.50	0.00
Gain/Loss of Assets	4615	0.00	3,015.31	0.00	0.00	0.00
Total Operating Revenue		<u>6,898,712.85</u>	<u>6,999,291.20</u>	<u>7,042,901.00</u>	<u>6,101,820.94</u>	<u>7,375,643.00</u>
Expenditures						
Salaries - Perm.	5000	777,784.00	858,669.21	923,694.00	830,705.76	923,694.00
Salaries - Seasonal	5010	141,975.00	160,481.78	109,068.00	159,231.79	109,068.00

Cameron Park Community Services District
Statement of Revenues and Expenditures - Unposted Transactions Included In Report
01 - General Fund
From 7/1/2023 Through 6/30/2024

		FY 2021 22 Final Budget	FY 2021 22 Actual	FY 2022 23 Final Budget	FY22 23 Year to Date Actual	FY23 24 - Proposed
Overtime	5020	13,750.00	26,007.08	11,966.00	17,208.87	11,966.00
In Lieu Benefits Stipend	5120	6,000.00	6,583.32	10,000.00	9,250.00	10,000.00
Health Benefit	5130	127,540.00	130,618.48	145,861.00	134,622.17	145,861.00
Retiree Health Benefit	5135	112,025.00	104,611.39	111,317.00	102,745.47	111,317.00
Dental Insurance	5140	9,721.00	12,107.44	13,262.00	12,057.93	13,262.00
Vision Insurance	5150	1,513.00	1,798.14	2,003.00	1,802.70	2,003.00
CalPERS Employer Retirement	5160	248,154.00	253,688.87	295,567.00	289,936.16	295,567.00
CalPERS 457	5161	0.00	0.00	0.00	3,550.00	0.00
Worker's Compensation	5170	31,622.93	36,508.99	42,262.00	42,251.93	42,262.00
FICA/Medicare Employer Contribution	5180	24,516.00	29,306.75	29,061.00	32,592.48	29,061.00
UI/TT Contribution	5190	10,682.00	9,382.41	10,603.00	7,258.63	10,603.00
Advertising/Marketing	5209	15,200.00	15,500.01	16,000.00	8,364.26	16,000.00
Agency Administration Fee	5210	0.00	0.00	0.00	(20.00)	0.00
Agriculture	5215	14,400.00	16,992.00	20,400.00	20,231.97	20,400.00
Audit/Accounting	5220	36,000.00	40,829.84	36,000.00	16,865.55	36,000.00
Bank Charge	5221	6,800.00	13,750.22	14,400.00	16,195.96	14,400.00
Clothing/Uniforms	5230	6,350.00	3,970.20	6,250.00	2,257.40	6,250.00
Computer Software	5231	30,721.00	34,998.38	36,622.00	31,365.74	36,622.00
Computer Hardware	5232	7,250.00	7,818.50	6,750.00	7,305.52	6,750.00
Contractual Services	5235	10,000.00	4,730.07	5,000.00	14,534.25	5,000.00
Contractual - Provider Services - FIRE	5236	4,160,537.26	3,940,462.91	4,264,550.00	2,826,832.39	5,209,619.00
Contract Under Utilization	5237	(300,000.00)	0.00	(250,000.00)	0.00	0.00
Contract Services - Other	5240	176,290.00	110,176.17	111,202.00	90,178.60	111,202.00
Director Compensation	5250	16,800.00	14,800.00	16,800.00	12,400.00	16,800.00
EDC Department Agency	5260	4,300.00	4,418.54	4,500.00	4,798.29	4,500.00
Educational Materials	5265	11,000.00	2,721.37	3,450.00	584.88	3,450.00
Equipment-Minor/Small Tools	5275	8,500.00	10,441.99	15,500.00	14,979.83	15,500.00
Fire & Safety Supplies	5285	3,450.00	4,075.41	4,850.00	3,167.57	4,850.00
Fire Prevention & Inspection	5290	1,100.00	1,785.00	1,800.00	3,624.86	1,800.00
Fire Turnout Gear	5295	31,000.00	30,408.06	30,000.00	22,899.72	30,000.00
Fire- Intern paid	5296	20,200.00	11,320.00	11,800.00	7,200.00	11,800.00
Food	5300	2,500.00	2,772.46	2,950.00	3,091.06	2,950.00
Fuel	5305	34,000.00	56,911.43	53,500.00	53,135.40	53,500.00
Government Fees/Permits	5310	25,400.00	23,369.84	29,900.00	26,177.63	29,900.00
Janitorial / HH Supplies	5315	35,000.00	37,963.38	33,200.00	31,676.45	33,200.00
Instructors	5316	26,500.00	29,514.80	30,000.00	49,434.10	30,000.00

Cameron Park Community Services District
Statement of Revenues and Expenditures - Unposted Transactions Included In Report
01 - General Fund
From 7/1/2023 Through 6/30/2024

		FY 2021 22 Final Budget	FY 2021 22 Actual	FY 2022 23 Final Budget	FY22 23 Year to Date Actual	FY23 24 - Proposed
Insurance	5320	175,886.00	172,385.49	206,710.00	206,047.15	206,710.00
Legal Services	5335	15,000.00	10,733.00	10,000.00	10,448.01	10,000.00
Maint. - Vehicle Supplies	5340	2,200.00	0.00	500.00	206.42	500.00
Maint. - Buildings	5345	23,000.00	38,228.21	24,400.00	107,555.42	24,400.00
Maint. - Equipment	5350	43,040.00	35,009.63	33,800.00	37,043.84	33,800.00
Maint. - Grounds	5355	42,500.00	41,772.94	46,150.00	45,381.10	46,150.00
Maint. - Radio/Phones	5360	2,000.00	4,301.91	2,000.00	3,335.96	2,000.00
Maint. - Tires & Tubes	5365	13,200.00	13,273.27	12,600.00	16,424.78	12,600.00
Maint. - Vehicle	5370	31,500.00	34,455.14	32,700.00	35,267.58	32,700.00
Medical Supplies	5375	0.00	0.00	0.00	19.79	0.00
Memberships/Subscriptions	5380	10,660.00	10,909.09	12,200.00	11,408.05	12,200.00
Mileage Reimbursement	5385	1,600.00	1,995.82	3,900.00	2,526.16	3,900.00
Miscellaneous	5395	0.00	500.00	500.00	6,685.57	500.00
Office Supplies/Expense	5400	9,700.00	8,169.46	8,450.00	6,257.25	8,450.00
Pool Chemicals	5405	25,000.00	29,694.15	31,500.00	35,835.07	31,500.00
Postage	5410	7,800.00	8,018.77	4,000.00	1,787.48	4,000.00
Printing	5415	850.00	320.13	550.00	566.66	550.00
Professional Services	5420	89,110.00	82,855.48	20,683.00	34,194.23	20,683.00
Program Supplies	5421	13,730.00	27,900.55	13,000.00	15,131.24	13,000.00
Publications & Legal Notices	5425	600.00	407.39	450.00	1,308.85	450.00
Radios	5430	3,000.00	24.61	1,000.00	1,007.90	1,000.00
Rent/Lease - Bldgs, Fields, etc.	5435	3,060.00	0.00	0.00	0.00	0.00
Rent/Lease - Equipment	5440	3,400.00	10,174.62	2,100.00	3,098.88	2,100.00
Staff Development	5455	24,250.00	14,916.62	25,500.00	18,996.96	25,500.00
Special Events	5465	0.00	23,844.50	0.00	0.00	0.00
Phones/internet	5470	42,100.00	47,551.14	46,900.00	50,151.10	46,900.00
Utilities - Water	5490	46,000.00	58,525.12	50,500.00	48,833.81	50,500.00
Utilities - Gas	5491	80,000.00	93,131.82	93,500.00	143,475.80	93,500.00
Utilities - Electric/Solar	5492	100,798.00	148,290.77	136,200.00	135,861.58	136,200.00
Utilities - Garbage	5493	0.00	0.00	0.00	20.16	0.00
Vandalism	5500	0.00	186.66	0.00	0.00	0.00
Cal Fire In Kind Purchases	5501	4,500.00	2,124.32	4,000.00	10,624.91	4,000.00
Capital Equipment Expense	5625	45,000.00	31,398.16	0.00	196,036.98	0.00
Transfer Out	7000	9,020.00	9,020.00	9,020.00	0.00	9,020.00
Transfer to Reserve	7001	27,639.66	27,639.66	500,000.00	0.00	0.00
Total Expenditures		<u>6,784,724.85</u>	<u>7,037,252.87</u>	<u>7,542,901.00</u>	<u>6,096,034.01</u>	<u>8,237,970.00</u>

Cameron Park Community Services District
Statement of Revenues and Expenditures - Unposted Transactions Included In Report
01 - General Fund
From 7/1/2023 Through 6/30/2024

	FY 2021 22 Final Budget	FY 2021 22 Actual	FY 2022 23 Final Budget	FY22 23 Year to Date Actual	FY23 24 - Proposed
Net Revenue Over Expenditures	<u>113,988.00</u>	<u>(37,961.67)</u>	<u>(500,000.00)</u>	<u>5,786.93</u>	<u>(862,327.00)</u>

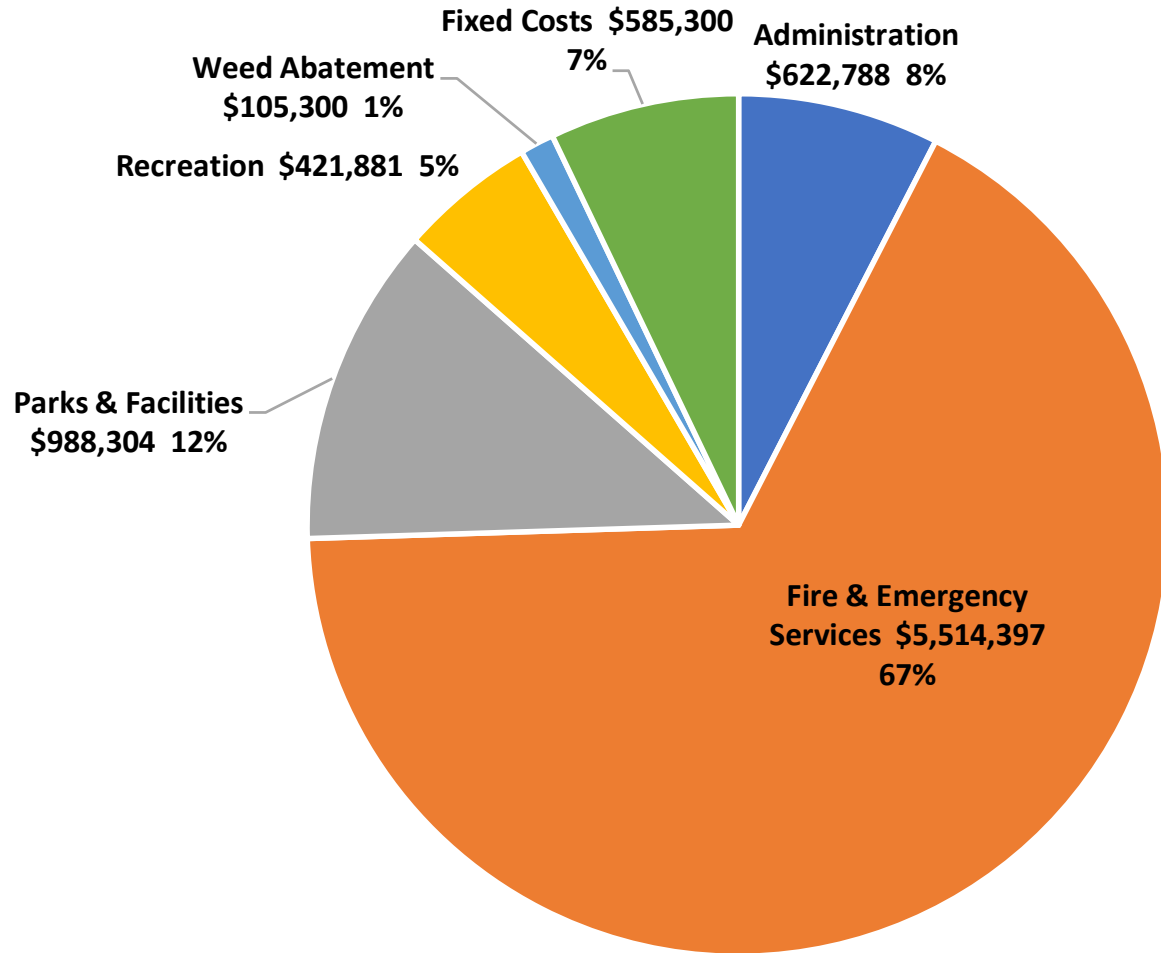
Attachment 9C

General Fund 01 Balances

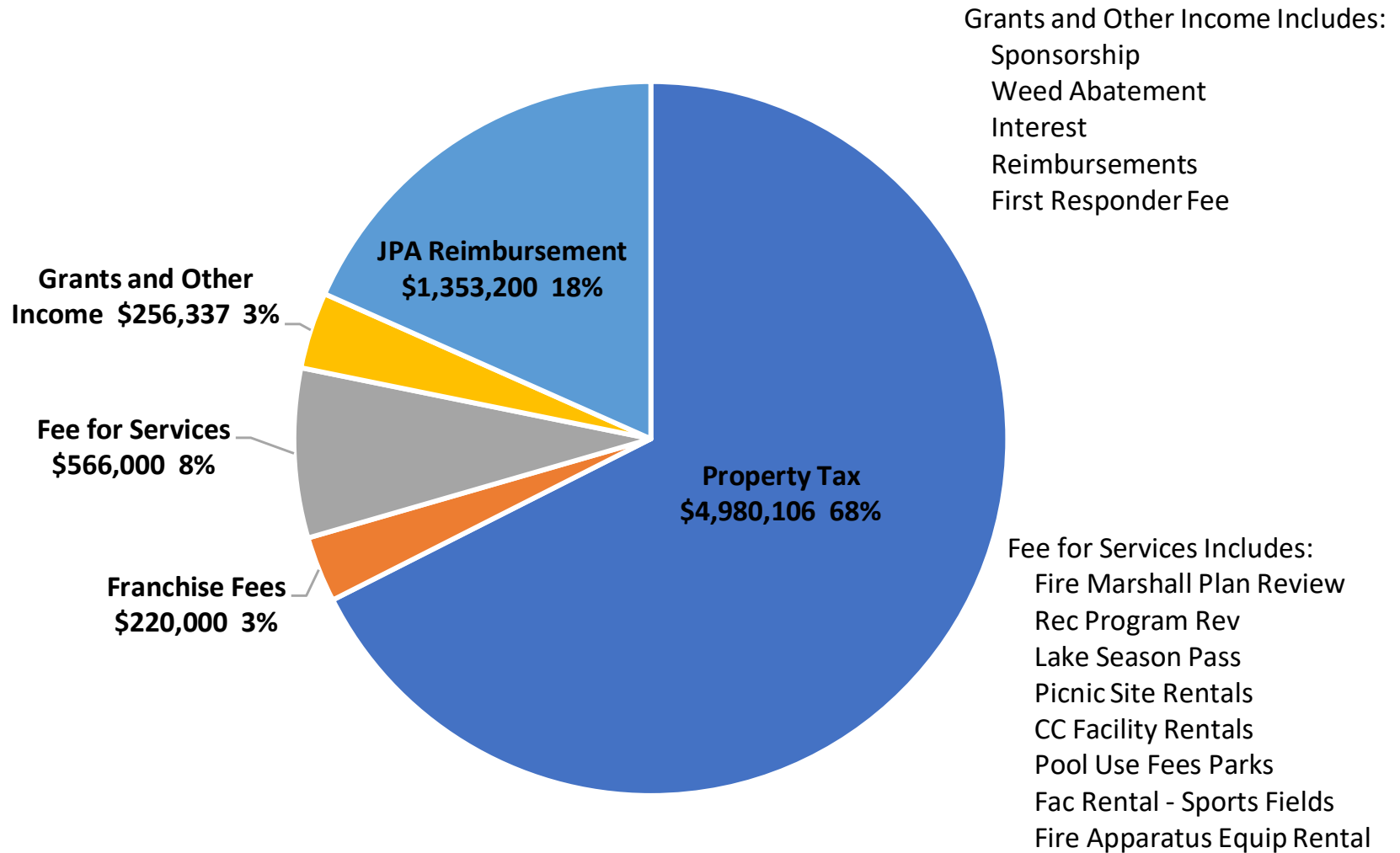
	Audited Fund Balance		Budget/Actual Fund Balance	
	Fiscal Year 2019-20	Fiscal Year 2020-21	Fiscal Year 2021-22*	Fiscal Year 2022-23*
General Fund 01				
Fund Balance - Beginning	3,549,529	3,229,964	3,468,423	3,430,461
Excess Revenues Over (under) Expenditures	(319,565)	238,459	(37,962)	5,787
Fund Balance - Ending	3,229,964	3,468,423	3,430,461	3,436,248

*FY 2021-22 and FY 2022-23 are unaudited. FY2022-23 is still pending JPA reimbursement and the remainder of the CalFIRE contract.

Cameron Park Community Services District Fiscal Year 2023-24 Department Program Expenditures



Cameron Park Community Services District Funding Sources Fiscal Year 2023-24



Cameron Park Community Services District
Statement of Revenues and Expenditures - Unposted Transactions Included In Report
02 - CC&R
From 7/1/2023 Through 6/30/2024

Attachment 9F

	FY 2021 22 Final Budget	FY 2021 22 Actual	FY 2022 23 Final Budget	FY22 23 Year to Date Actual	FY23 24 - Proposed
Operating Revenue					
Property Taxes	4110	0.00	398.97	250.00	312.66
Special Assessments	4135	81,600.00	78,671.71	81,600.00	78,085.08
Arc Review Fees	4140	30,000.00	30,175.00	30,000.00	27,558.00
Interest Income	4505	2,500.00	716.57	500.00	1,826.10
Total Operating Revenue	<u>114,100.00</u>	<u>109,962.25</u>	<u>112,350.00</u>	<u>107,781.84</u>	<u>111,000.00</u>
Expenditures					
Salaries - Perm.	5000	73,338.00	65,851.67	75,177.00	67,553.76
Overtime	5020	500.00	357.07	0.00	21.89
Health Benefit	5130	9,787.00	10,049.14	10,310.00	10,659.21
Dental Insurance	5140	735.00	750.00	750.00	750.00
Vision Insurance	5150	130.00	130.32	137.00	130.32
CalPERS Employer Retirement	5160	4,607.00	4,537.34	4,768.00	4,398.69
Worker's Compensation	5170	1,238.79	1,162.70	494.00	493.68
FICA/Medicare Employer Contribution	5180	1,847.00	1,258.20	1,847.00	1,484.07
UI/TT Contribution	5190	269.00	286.68	320.00	292.68
Advertising/Marketing	5209	550.00	0.00	300.00	0.00
Agency Administration Fee	5210	2,000.00	0.00	0.00	0.00
Bank Charge	5221	5,000.00	4,749.81	5,000.00	1,262.02
Clothing/Uniforms	5230	325.00	102.80	200.00	0.00
Computer Software	5231	4,250.00	4,338.49	5,000.00	4,596.15
Computer Hardware	5232	0.00	94.86	0.00	0.00
Contract Services - Other	5240	6,000.00	6,298.64	6,500.00	5,641.10
Food	5300	200.00	233.87	200.00	182.72
Fuel	5305	600.00	182.80	1,000.00	0.00
Legal Services	5335	6,600.00	6,733.19	10,000.00	5,568.74
Maint. - Vehicle Supplies	5340	0.00	0.00	0.00	40.00
Maint. - Buildings	5345	0.00	338.44	0.00	0.00
Maint. - Equipment	5350	200.00	134.18	200.00	190.57
Maint. - Vehicle	5370	525.00	408.34	450.00	0.00
Memberships/Subscriptions	5380	30.00	0.00	0.00	0.00
Office Supplies/Expense	5400	300.00	310.82	300.00	88.19
Postage	5410	300.00	89.69	200.00	166.16
Printing	5415	500.00	0.00	250.00	0.00
Professional Services	5420	98.00	98.00	98.00	0.00
Publications & Legal Notices	5425	300.00	0.00	300.00	0.00

Cameron Park Community Services District
Statement of Revenues and Expenditures - Unposted Transactions Included In Report
02 - CC&R
From 7/1/2023 Through 6/30/2024

		<u>FY 2021 22 Final Budget</u>	<u>FY 2021 22 Actual</u>	<u>FY 2022 23 Final Budget</u>	<u>FY22 23 Year to Date Actual</u>	<u>FY23 24 - Proposed</u>
Rent/Lease - Equipment	5440	200.00	199.94	200.00	183.31	200.00
Staff Development	5455	500.00	0.00	0.00	0.00	0.00
Phones/internet	5470	4,500.00	4,693.44	5,000.00	4,888.95	5,000.00
Total Expenditures		<u>125,429.79</u>	<u>113,390.43</u>	<u>129,001.00</u>	<u>108,592.21</u>	<u>126,848.00</u>
Net Revenue Over Expenditures		<u>(11,329.79)</u>	<u>(3,428.18)</u>	<u>(16,651.00)</u>	<u>(810.37)</u>	<u>(15,848.00)</u>



Agenda Transmittal

DATE: June 21, 2023

FROM: Christina Greek, Finance/Human Resources Officer

AGENDA ITEM #10: Public Hearing - Resolution No. 2023-27 to Establish Appropriations Limitation for Fiscal Year 2023-24

RECOMMENDED ACTION:

Background

The Cameron Park Community Services District (District) is required to annually calculate and adopt the new tax spending limit for the upcoming fiscal year in accordance with the provisions of the spending limitation legislation implementing Proposition 4 (the Gann Spending Limit Initiative). Government Code Section 7910 requires that: "... the governing body of each local jurisdiction to establish appropriation limits by resolution for the following fiscal year at a regular or special meeting." This Public Hearing is a routine business item for the District.

Discussion

The District's new limit for Fiscal Year 2023-24 will be calculated on the basis of the prior year's limit increased by a growth factor. The growth factor results from combining the change in Per Capita Personal Income and the change in population for your district (as certified by the State's Department of Finance) or the change reported for "unincorporated areas" for our County.

The change in the "cost of living" factor (Per Capita Personal Income) has been reported to be 4.44% and reported increase in population in the County's unincorporated areas to be a decrease of -.38%. Therefore, the ratio of change to be applied to last year's limit is:

$$1.0444 \quad (\text{X}) \quad 0.9962 \quad = \quad 1.0404$$

Conclusion

The appropriations limitation for FY 2023-24 is set at \$13,953,171.

Attachment:

10a – Resolution 2023-27 Establishing Appropriations Limitation for Fiscal Year 2023-24

RESOLUTION NO. 2023-XX
OF THE BOARD OF DIRECTORS
OF THE CAMERON PARK COMMUNITY SERVICES DISTRICT
June 21, 2023

**RESOLUTION ESTABLISHING APPROPRIATIONS LIMITATION FOR FY 2023-24
FOR THE CAMERON PARK COMMUNITY SERVICES DISTRICT**

WHEREAS, the Board of Directors of the Cameron Park Community Services District conducted a hearing on the appropriations limitation for the Cameron Park Community Services District on Wednesday, June 21, 2023; and

WHEREAS, the hearing was advertised and noticed as required by law; and

WHEREAS, the Board received testimony and other evidence regarding the appropriations limitation to be established for the Cameron Park Community Services District.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Cameron Park Community Services District that the appropriation limit for the 2023-2024 fiscal year, as described in Article XIII B of the State Constitution and implemented by Chapter 1205, Statutes of 1980 is the sum of \$13,411,352 computed as follows:

<u>\$13,411,352</u>	(x) 1.0404=	<u>\$13,953,171</u>
2022-23 Appropriations Limit		2023-24 Appropriations Limit

PASSED AND ADOPTED by the Board of Directors of the Cameron Park Community Services District, at a regularly scheduled meeting, held on the 21th day of June 2023, by the following vote of said Board:

AYES:

NOES:

ABSENT:

ATTEST:

Director Sidney Bazett, Vice President
Board of Directors

Jill Ritzman, Interim General Manager
Secretary to the Board



Agenda Transmittal

DATE: June 21, 2023

FROM: Christina Greek, Finance/ HR Officer &
Mike Grassle, Parks Superintendent

AGENDA ITEM #11: RESOLUTION NO. 2023-29

- DECLARE INTENTION TO CONTINUE LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT ASSESSMENTS FOR FISCAL YEAR 2023-2024,
- APPROVE PRELIMINARY ENGINEER'S REPORT, AND
- PROVIDE FOR NOTICE OF PUBLIC HEARING FOR JULY 19, 2023 FOR THE LANDSCAPING AND LIGHTING ASSESSMENT DISTRICTS.

RECOMMENDED ACTION: APPROVE RESOLUTION NO. 2023-29; SCHEDULE A PUBLIC HEARING TO APPROVE THE FINAL LLAD ENGINEER'S REPORT AT THE BOARD MEETING ON JULY 19, 2023

RECOMMENDATION

Cameron Park Community Services District (District) Board of Directors approve Resolution No. 2023-29 that:

- Declares Board of Director's intention to levy the continued assessments for Fiscal Year 2023-2024 for selected Landscaping and Lighting Assessment Districts (LLADs);
- Preliminarily approve the Engineer's Report for District's LLADs;
- Provide for the Notice of Public Hearing for July 19, 2023 regarding levying the continued assessments for Fiscal Year 2023-2024 for the following LLADs: Unit 6, Unit 7, Unit 8, Viewpointe, Goldorado, Unit 11, Unit 12, Bar J15-A, Bar J 15-B, Creekside, David West, Cambridge Oaks, Northview, Cameron Valley, Silver Springs and Bar J15-A No. 2. Assessments for Airpark and Cameron Woods 8 will continue to be \$0 due to the amount of their fund balances.

BACKGROUND

On April 19, 2023 the Board adopted Resolution No. 2023-12 directing SCI Consulting Group (SCI), the District's assessment engineer and assessment administration firm, to prepare an Engineer's Report for the continuation of the LLAD assessments for FY 2023-24. SCI prepared the Engineer's Report for fiscal year 2023-2024 (Attachment 11B).

DISCUSSION

The Board will declare its intention to levy the continued assessments for Fiscal Year 2023-2024, and will preliminarily approve the Engineer's Report, which includes the proposed rates and budget. To meet state law for LLAD assessments, SCI will administer and process the current parcel data to establish continued assessments for each parcel in the selected assessment district boundaries. The engineer and District will cause a notice to be published in a local newspaper in order to notify the public of the hearing that will be held on July 19, 2023, for the continued levy of the assessments. Service levels in LLADs remain the same.

SCI Costs Allocated to LLADs

SCI Consulting appropriated their costs divided equally amongst the LLADs.

Bar JB Funds 39 and 50

For Bar JA, Funds 39 and 50 – the operations budget will reside fully in Fund 39 and a transfer from Fund 50 to Fund 39 will occur to make Fund 39 balance. This is budgeted in *4165 – Transfer In* for Fund 39 and *7000 – Transfer Out* for Fund 50.

Addressing Excessive Fund Balances

Due to high Fund Balances, staff is recommending that assessments for Airpark and Cameron Woods 8 will be \$0 for a period of time until the Fund Balance totals six months of operations funding.

The following table details the proposed assessment rates for Fiscal Year 2023-2024.

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.

CONCLUSION

It is recommended that the Board:

- Approve Resolution No. 2023-29 Intention to Continue Assessments for Fiscal Year 2023-2024,
- Preliminarily Approving Engineer’s Report, and
- Provide for Notice of Public Hearing on July 19, 2023 for the LLADs.

Attachments:

11A - Resolution No. 2023-29

11B - Preliminary LLAD Engineer's Report for Fiscal Year 2023-24

RESOLUTION NO. 2023-29
OF THE BOARD OF DIRECTORS
OF THE CAMERON PARK COMMUNITY SERVICES DISTRICT
June 21, 2023

**APPROVING THE PRELIMINARY ENGINEERS REPORT, DECLARING ITS INTENTION TO
CONTINUE ASSESSMENTS FOR FY 2023-2024 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 8 LLAD #47, SILVER SPRINGS LLAD #48 and BAR J 15A No 2 LLAD #50

AND NOTICE OF PUBLIC HEARING (STREETS AND HIGHWAYS CODE §22624)

WHEREAS, the Board of Directors of the Cameron Park Community Services District adopted its Resolution Initiating Proceedings for the preparation and filing of the annual engineer's report for Fiscal Year 2023-2024, commencing on July 1, 2023 and ending June 30, 2024, pursuant to the Landscaping and Lighting Act of 1972;

WHEREAS, the Annual Engineer's Report has been filed as directed with the Board of Directors, pursuant to the Landscaping and Lighting Act of 1972 for the above-identified Landscaping and Lighting Assessment Districts, all of which are located within the boundaries of the Cameron Park Community Services District and are more specifically described in the Engineer's Reports on file;

WHEREAS, the improvements to be paid for by the funds collected during Fiscal Year 2023-2024 generally consist of maintenance of the existing improvements.

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

1. APPROVAL OF ENGINEER'S REPORT: The Board of Directors hereby approves, as submitted, the preliminary Engineer's Report filed with this Board of Directors for the:

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,

Attachment 11A

EASTWOOD LLAD #42, DAVID WEST LLAD #43, CAMBRIDGE OAKS LLAD #44, NORTHVIEW LLAD #45, CAMERON VALLEY LLAD #46, CAMERON WOODS 8 LLAD #47, SILVER SPRINGS LLAD #48, and BAR J 15A No. 2 LLAD #50, Landscaping and Lighting Assessment Districts for Fiscal Year 2023-2024.

2. PROPOSED ASSESSMENT: The Board of Directors intends to continue and to collect assessments during Fiscal Year 2023-2024 within the Landscaping and Lighting Assessment Districts identified in Number 1 above, to pay for and maintain the above-described improvements. The Fiscal Year 2023-2024 levy rates are the same as Fiscal Year 2022-2023 for all Assessments Districts, with the exception of Eastwood. The authorized maximum assessment rate change for Cameron Woods 8 and Bar J15-A No. 2 is not to exceed 3.0% per year with no maximum and for SILVER SPRINGS is not to exceed 4% per year with no maximum. The annual Bay Area CPI change as of December 2022 is 4.88%, and the Unused CPI carried forward from the previous fiscal year is 1.82% for Cameron Woods and Bar J15-A, and the Unused CPI carried forward from the previous fiscal year is 0.24% for Silver Springs. The maximum authorized increase that may be levied for Cameron Woods 8 and Bar J15-A No. 2 in fiscal year 2023-2024 is 3.0%. The Maximum authorized increase that may be levied for Silver Springs in fiscal year 2023-2024 is 4.00%

Therefore, the maximum authorized assessment rate for Cameron Woods 8 is \$143.36, for Silver Springs is \$738.52, and for Bar J15A No. 2 is \$60.44; the assessment rate proposed to be continued for fiscal year 2023-2024 for Cameron Woods 8 is \$0.00, and for Bar J15A No. 2 is \$45.66, which are less than the maximum authorized rates. For Silver Springs the proposed rate will continue to be \$484.34, which is less than the maximum authorized rate.

The proposed assessment rates for Fiscal Year 2023-2024 for the above-identified Landscaping and Lighting Assessment Districts are identified in the Engineer's Reports on file with the District and are as follows:

Attachment 11A

District Designation	District Name	Assessment Levy	Assessable Parcels	Lights	Levy Per Unit		
					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					

3. REVIEW OF ENGINEER'S REPORT: Affected property owners and interested persons may review the Engineer's Reports, which contain a full and detailed description of the boundaries of the Landscaping and Lighting Assessment Districts identified in number 1 above, the improvements, and the proposed maintenance budget and assessments upon each parcel, at the Cameron Park Community Services District Office located at 2502 Country Club Dr., Cameron Park, CA 95682 between the hours of 9:00 a.m. and 4:30 p.m., Monday through Friday.

4. NOTICE OF PUBLIC HEARING: NOTICE IS HEREBY GIVEN that the Board of Directors has scheduled a public hearing on the proposed assessments for July 19, 2023, 6:30 p.m., at the Cameron Park Community Services District Office located at 2502 Country Club Dr., Cameron Park, CA 95682, after which it will determine whether to continue and collect the proposed assessments and the amount of the assessments.

5. ADDITIONAL INFORMATION: Interested persons may contact the Cameron Park Community Services District Office located at 2502 Country Club Dr., Cameron Park, CA 95682, (530) 677-2231 to receive additional information about the proposed formation and assessments.

PASSED AND ADOPTED by the Board of Directors of the Cameron Park Community Services District, at a regularly scheduled meeting, held on the 21st day of June 2023, by the following vote of said Board:

Attachment 11A

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

June 2023
Final Report

Engineer of Work:



4745 Mangels Boulevard
Fairfield, California 94534
707.430.4300
www.sci-cg.com

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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
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.

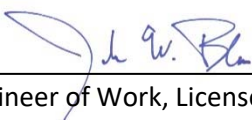
Each parcel or lot of land is described in the Assessment Roll by reference to its parcel number as shown on the Assessor's Maps of the County of El Dorado for the fiscal year 2023-24. For a more particular description of said property, reference is hereby made to the deeds and maps on file and of record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

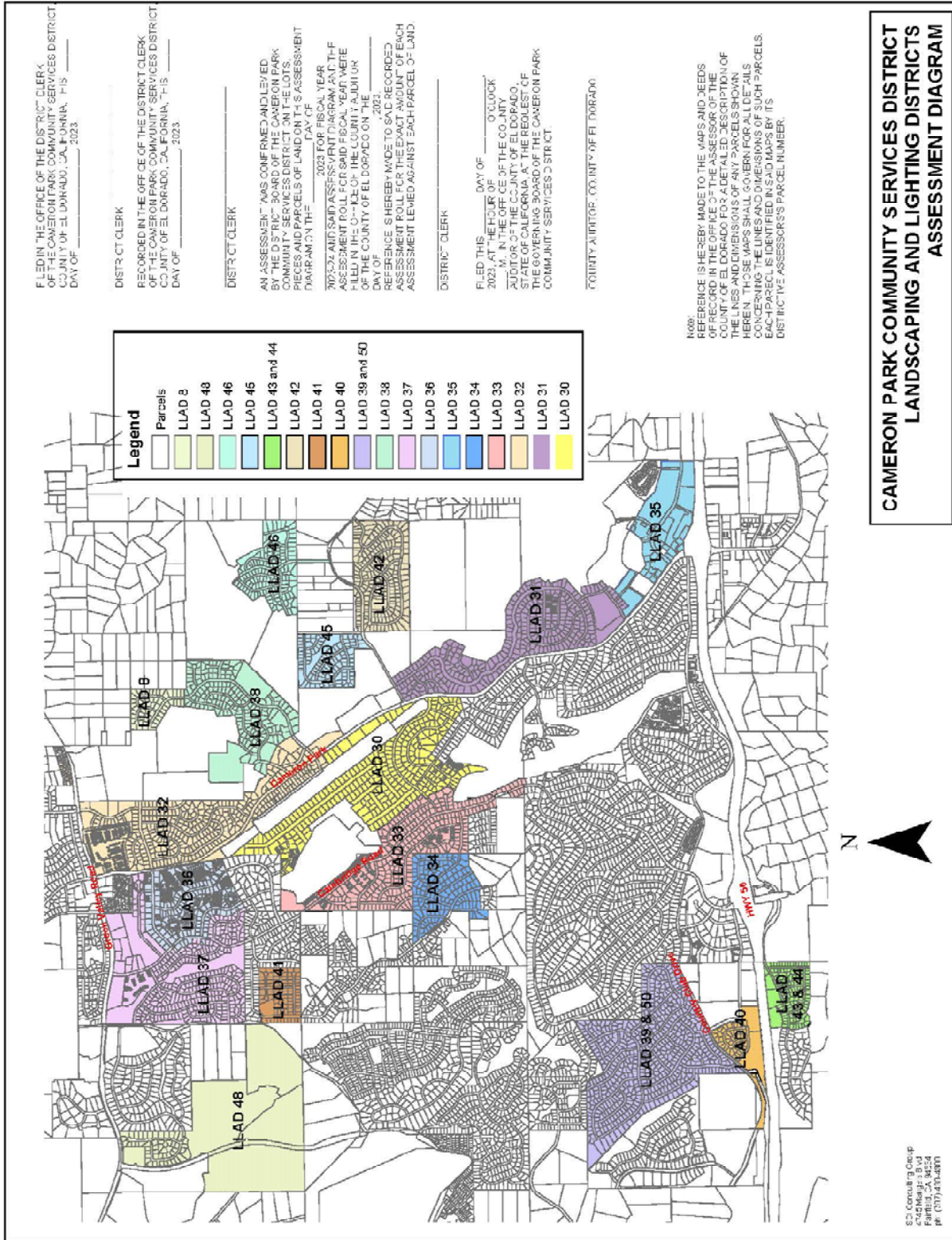
Dated: June 14, 2023

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.



Agenda Transmittal

DATE: June 21, 2023

FROM: Jill Ritzman, Interim General Manager

AGENDA ITEM #12: **SECOND READING OF AN AMENDMENT TO ORDINANCE NO. 2001-01 PERTAINING TO CONDUCT IN PARKS SECTION 5, CONDUCT – GENERALLY, WHICH UPDATES THE LANGUAGE USED THROUGHOUT THE ORDINANCE AND TO RESTRICT THE USE OF A PUBLIC PARK IN CAMERON PARK FOR COMMERCIAL WITHOUT APPROVAL BY THE GENERAL MANAGER AND A CONTRACTURAL AGREEMENT WITH THE DISTRICT AND APPROVE RESOLUTION 2023-21.**

RECOMMENDED ACTION:

- Hold a public hearing for the second reading of the amendment to Ordinance No. 2001-01, first adopted on May 7, 2001, and amended to include Section 5 on May 5, 2007.
- Approve Resolution 2023-21 approving the amendment to Ordinance No. 2001-01 Conduct in Parks, Section 5.

Introduction and Background

Public parks are spaces set aside for the use and enjoyment of community members. Parks provide outdoor spaces to play and exercise, and they allow access to the serenity and inspiration of nature. Public parks are spaces managed by agencies, such as the Cameron Park Community Services District, on behalf of the community members it serves. As such, public parks in Cameron Park are the property of the Cameron Park Community Services District, and use of parks is conditional.

On June 6, 2022, staff asked that the Parks and Recreation Committee review and comment on Ordinance No. 2001-01 , Section 5: Conduct - Generally, and consider the list of 24 different prohibited activities ranging from making fires to responsibilities of animal owners to the posting of handbills. Staff expressed concern that the list was missing language that would prohibit or restrict activities in Cameron Park public parks for commercial use without the consent or approval of the CSD. Staff recommended that there should be controls over private individuals or businesses using CSD-owned

parks in a profit-making venture, regardless of how profitable that venture was. As the CSD owns the parks in this community, staff recommended that the Parks and Recreation Committee consider language that could be used in an amendment to Section 5 of Ordinance No. 2001-01. The Committee asked that the entire ordinance be reviewed by staff, brought up to modern standards, and brought back to a future Parks and Recreation Committee meeting for review and endorsement before this item moves forward to the Board.

A public hearing was held during the May 17, 2023, regular meeting of the Board of Directors. A motion was made to bring back the amended ordinance, with a friendly amendment to add “drones” to Section 5, subsection S, for a second reading at the June 21, 2023, regular board meeting.

Discussion

The amendment would prohibit commercial activities in public parks without permission and prior agreement with the Cameron Park Community Services District and would allow the CSD to address the individuals and private businesses that might use CSD parks for commercial gain, and to cease use of CSD parks and facilities unless an agreement has been reached between the two parties, executed by the CSD, and that the private party has provided the CSD with a certificate of insurance listing the Cameron Park Community Services District as the additionally insured. These additions are in **bold** under items Y and Z on attachment 14.c. In addition, Section 5 has been reviewed and cleaned up to be clear and easily understood – those changes are not noted as they were numerous. Per the friendly amendment made during the motion the word “drones will be added to Section 5, subsection S. It now reads, in part, “No person shall engage in the flying or piloting of drones or model airplanes . . .”, which is also in **bold** type.

Fiscal Impact

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

Attachments:

12a – Ordinance 2001-01, adopted May 7, 2001

12b – Amended Ordinance 2001-01, adding Section 5, adopted May 5, 2007

12c – Section 5 of Ordinance No. 2001-01, recommended revisions/amendment

12d – Resolution 2023-21

ORDINANCE NO. 2001-01

AN ORDINANCE OF THE BOARD OF DIRECTORS
OF THE CAMERON PARK COMMUNITY SERVICES DISTRICT
DISTRICT PERTAINING TO CONDUCT IN PARKS

BE IT ORDAINED by the Board of Directors of the Cameron Park Community Services District as follows:

That Ordinance Number 2001-01 of the Cameron Park Community Services District is adopted as follows:

SECTION 1. Authority and purpose. Government Code Section 53069.4 and 61621.5 empowers the district's board to adopt and enforce ordinances necessary for the administration, government and protection of all property, improvements and facilities under its management or belonging to the district. The purpose of this ordinance is to establish a body of law denoting prohibited conduct on district property and provide for the enforcement and punishment for violations.

SECTION 2. Definitions. For purposes of this ordinance, the following words and phrases shall have the meanings respectively ascribed to them by this section:

“**General manager**” means the person appointed by the district board to serve in such position or his or her designee.

“**Park**” means all grounds, roadways, parks, buildings, and school facilities when they are in use as recreational facilities, and all areas under the control, management or direction of the district board.

“**Person**” means a person or persons, association, partnership, joint venture, entity, firm and corporation.

SECTION 3. Rules and policies to be obeyed. It shall be unlawful for any person to disobey or violate any of the rules, policies or regulations of the district board governing the use and enjoyment of any park, grounds or recreation center governing the use and enjoyment of any building, structure, equipment, apparatus or appliances there on, which rules or regulations at the time are posted in some conspicuous place in the park, roadway, grounds or recreation center, or in or near the building, structure, equipment, apparatus or appliances which the rule or regulation applies.

SECTION 4. Signs and notices to be obeyed. It shall be unlawful for any person to disobey any instruction, sign or notice posted by the general manager, or his or her designee, in any park, roadway, grounds or recreation center, or in any building, structure, construction or erection thereon for the control, management, or direction of such park, roadway, grounds, recreation center, building, structure, construction or erection.

SECTION 5. Conduct – Generally. It shall be unlawful for any person, within the limits of any park, or within any property or facility which is owned, leased, under the control of, maintained or operated by the Cameron Park Community Services District, to do any of the following:

J. Skateboards, skates and roller blades. No person shall ride a skateboard, skates or roller blades in any park in an unsafe hazardous manner so as to endanger the person or others or in an area specifically prohibiting same. Any person riding a skateboard,

skates, or roller blades in the park or in a skateboard facility must wear a helmet, elbow pads, and knee pads, and any person failing to do so will be subject to citation.

SECTION 7. Violations; penalties. Except where a specific provision relating to enforcement and penalty is otherwise expressly provided in this ordinance, whenever any act is prohibited, or is made or declared to be unlawful, or an offense, or the doing of any act is required, or the failure to do any act is declared to be unlawful, where no specific penalty is provided, any violation of this ordinance, or any other ordinance of the district, is an infraction punishable by a fine not to exceed \$100 dollars. All misdemeanors are punishable by a fine not to exceed two hundred dollars or by imprisonment in the county jail for a period not to exceed one month, or by both such fine and imprisonment. Each day on which a violation occurs is a separate offense.

A. Expulsion. In addition to any other penalty for a violation of this ordinance, the general manager, or his or her designees, including contractors, referees, umpires and other sports officials empowered to do so, may require the violator to immediately leave the park or facility and to remain out of the park or facility for the remainder of the day on which the violation occurred. It shall be a misdemeanor for any person so expelled to return to the park or facility the same day after having been lawfully ordered to leave.

Section 9: Effective date. This ordinance is declared to be a public emergency ordinance necessary for the public safety of the people and for the support of local government and its public institutions, is declared to be urgent, an emergency exists, and this ordinance shall take effect and be in full force upon its passage and publication in its entirety as provided by law.

Adopted by the Board of Directors of the Cameron Park Community Services District at a special meeting on the 7th day of May, 2001.

AYES: 5
NOES: 0
ABSENT:
ABSTAINING:

K E Cater
Kenneth Cater, President

Attest:
Jerry McBride

ORDINANCE NO. 2001-01 - AMENDMENT**AN ORDINANCE OF THE BOARD OF DIRECTORS OF THE CAMERON PARK COMMUNITY SERVICES DISTRICT PERTAINING TO CONDUCT IN PARKS.**

BE IT ORDAINED by the Board of Directors of the Cameron Park Community Services District as follows:

That Ordinance Number 2001-01 of the Cameron Park Community Services District is adopted as follows:

SECTION 1. Authority and Purpose. Government Code Section 53069.4 and 61621.5 empowers the district's board to adopt and enforce ordinances necessary for the administration, government and protection of all property, improvements and facilities under its management or belonging to the district. The purpose of this ordinance is to establish a body of law denoting prohibited conduct on district property and provide for the enforcement and punishment for violations.

SECTION 2. Definitions. For purposes of this ordinance, the following words and phrases shall have the meanings respectively ascribed to them by this section:

"General Manager" means the person appointed by the district board to serve in such position or his or her designee.

"Park/Facilities" means all grounds, roadways, parks, buildings, and school facilities when they are in use as recreational facilities, and all areas under the control, management or direction of the district board.

"Person" means a person or persons, association, partnership, joint venture, entity, firm and corporation.

SECTION 3. Rules and Policies to Be Obeyed. It shall be unlawful for any person to disobey or violate any of the rules, policies or regulations of the district board governing the use and enjoyment of any park, grounds or recreation center governing the use and enjoyment of any building, structure, equipment, apparatus or appliances there on, which rules or regulations at the time are posted in some conspicuous place in the park, roadway, grounds or recreation center, or in or near the building, structure, equipment, apparatus or appliances which the rule or regulation applies.

SECTION 4. Signs and Notices to Be Obeyed. It shall be unlawful for any person to disobey any instruction, sign or notice posted by the general manager, or his or her designee, in any park, roadway, grounds or recreation center, or in any building, structure, construction or erection thereon for the control, management, or direction of such park, roadway, grounds, recreation center, building, structure, construction or

erection. It shall be unlawful for any person to remove any sign without written authority.

SECTION 5. Conduct – Generally. It shall be unlawful for any person, within the limits of any park, or within any property or facility which is owned, leased, under the control of, maintained or operated by the Cameron Park Community Services District, to do any of the following:

- A. Fires. No person shall make or kindle a fire within any park except in stoves or other facilities specifically provided by the district or in a container/BBQ commercially manufactured for such purposes.
- B. Closed To Public. No person shall enter any park or area of any park which is closed to the public.
- C. Firearms, Weapons, and Fireworks. No person shall carry or discharge any firearm, rifle, pistol, sling shot, bow and arrow or other similar device or rocket, torpedo or other type of explosive without the prior written permission of the general manager nor shall any person carry into or use any other object within a park with the intent of disturbing the peace of any person by means of noise or otherwise. This prohibition shall not apply to persons engaging in or traveling to target practice conducted in accordance with appropriate standards of safety at an archery, skeet, or target range authorized and provided by the district for such purpose; nor within the scope of official duties. Any device carried into or used within a park in violation of these provisions is subject to confiscation by any law enforcement officer or duly authorized district employee and, in the event thereof, shall be thereafter disposed of in accordance with the law, including without limitation any applicable district regulation. Violation of this subsection shall be punished as a misdemeanor.
- D. Alcohol. No person shall possess or consume any alcoholic beverages in any area, park roadway, grounds or recreation center, or in any building or structure, thereon, where it is expressly prohibited and posted as such, without first obtaining a permit to do so from the general manager.
- E. Noise. No person shall willfully make or continue a loud, unnecessary, or unusual noise or indulge in riotous, boisterous, threatening, or indecent conduct, or abusive, threatening, profane, or indecent language within a park in such a manner as to disturb the public peace or to materially disrupt the quiet enjoyment of reasonable persons of normal sensitivity who are lawfully present in the park or on nearby properties.
- F. Amplified Sound In Parks. No person shall cause the amplification of sound within a park if the noise level caused thereby causes discomfort or annoyance to any considerable number of reasonable persons of normal sensitivity

lawfully present in the park or disturbs the public peace or materially disturbs the quiet of such persons, except pursuant to a permit issued by the general manager. The general manager may impose reasonable conditions, in writing, in any permit including designating the location of each bandstand and gathering, and the position of each loudspeaker so as to cause the least amount of disturbance to other persons, both within and without the park.

- G. **Public Use Roads.** The provisions of the California Vehicle Code shall be applicable in all parks upon any roadway, or place which is publicly maintained and open to the use of the public for vehicular travel. Violations of the Vehicle code within a park shall be enforced and prosecuted in accordance with the provisions thereof. Appropriate signs shall be posted advising of any vehicular travel restrictions in force.
- H. **Non-Public Roads.** No person shall drive or otherwise operate a vehicle in a park, upon any surface other than those maintained and open to the public for purposes of vehicular travel. This provision does not apply to any electrically driven wheelchair carrying a physically incapacitated person.
- I. **Skateboards, Skates and Roller Blades.** No person shall ride a skateboard, skates or roller blades in any park in an unsafe hazardous manner so as to endanger the person or others or in an area specifically prohibiting same. Any person riding a skateboard, skates, or roller blades in the park or in a skateboard facility must wear a helmet, elbow pads, and knee pads, and any person failing to do so will be subject to citation.
- J. **Bicycles.** No person shall ride a bicycle within a park where it is expressly prohibited.
- K. **Prohibition of Animals in Parks, Exceptions.** No person shall cause, permit or allow any animal owned or possessed by him, or any animal in the custody or control of such person, to be present in any park except:
1. Equine animals being led or ridden under reasonable control upon a bridle path, trail or center authorized and provided for such purpose;
 2. Dogs are prohibited on all park/facilities where posted as such. Specially trained service dogs which are being used by totally or partially blind, deaf, hearing impaired or physically handicapped persons to aid and/or guide them in their movements shall be permitted in all areas;
 3. In connection with specific activities authorized by the general manager and when acting in accordance with all conditions attached to such authorization.

L. Responsibilities of Animal Owner. Each person who owns or has custody, possession, or control of an animal within a park shall not permit such animal to:

- 1) Allow any such animals to be unleashed/restrained
- 2) Annoy, harass, nip, maul, or bite any person or persons;
- 3) Damage or destroy any property or thing of value;
- 4) Disturb the peace and quiet of others by loud barking or making of unusual noises; and
- 5) Defecate without promptly collecting, removing, and properly disposing of all such fecal matter.

M. Protection of Animals in Park. No person shall hunt, frighten, chase, set a snare for, catch, injure, or maltreat any domestic or other animal within a park, nor shall any person fish with hook and line, seine, trap, spear or net, or by any other means, in any pond, lake, stream, or water within a park, except at a place specifically designated and provided for such purpose. Law enforcement personnel, animal control officers, district employees and contractors acting within the scope of their official duties or district contract obligations are accepted from this prohibition. A violation of this subsection shall be a misdemeanor.

N. Damaging Property Prohibited. No person shall cut, break, injure, deface, or disturb any tree, shrub, plant, rock, building, cage, pen, monument, fence, bench, or other structure, apparatus, or property, or pluck, pull up, cut, take or remove any shrub, bush, plant, flower, or mark or write upon, paint, or deface in any manner any building, monument, fence, bench, or other structure within a park; district employees and contractors for the district acting within the scope of a contract with the district excepted. Violation of this subsection shall be a misdemeanor.

O. Damaging, Disturbing Land Prohibited. No person shall cut or remove any wood, turf, grass, soil, rock, sand, gravel, or fertilizer from a park or from any place within a park; district employees and contractors for the district acting within the scope of a contract with the district excepted.

P. Water Activities. No person shall swim, fish in, bathe, wade, row, sail, or operate any boat, craft or other device, on or in any pond, lake, stream or water within or into a park, except at such place or places designed and provided by the district for such use; nor shall any person pollute the water of any fountain, pond, lake, stream, or reservoir within a park.

- Q. Prohibited Presence. No person shall tent, camp, lodge, or otherwise be present in any park after dusk. or before 7 a.m. or at times otherwise posted, except when lawfully in attendance at an event permitting such approved by the general manager.
- R. Waste Liquids and Refuse. No person shall dispose of dishwater or other waste liquids or dispose of any garbage, empty container, or other solid waste material within a park, other than in receptacles or other facilities provided for such disposal.
- S. Hazardous Activities. No person shall engage in model airplane flying, propelling a rocket or missile of any type, driving of golf balls, archery or any game of a hazardous nature within a park, except at such places as shall be specifically designated and authorized by the district for such purpose.
- T. Posting of Handbills, Advertising. It is unlawful for any person to distribute, cause to be distributed, or suffer, allow or permit the distribution of any handbill, dodger, circular, booklet, card, pamphlet, sheet or written or printed notice advertising any commodity, article, merchandise, business activity, person or thing in or upon any park, grounds or recreation center, or to post or affix cause to be posted or affixed or permit to be posted or affixed to any tree, shrub, plant, fence, building, structure, monument, wall, tablet, apparatus, bridge, post, hole, bench, gate or other physical object with any park, grounds or recreation center any handbill, dodger, circular, booklet, card, pamphlet, sheet or written or printed notice advertising any commodity, article, merchandise, business, person, thing or activity unless written permission is obtained from the general manager.
- U. Meetings. No person shall hold any meeting, services, concert, exercise, parade, or exhibition in any park or facility without prior written authorization from the general manager, except that this subsection shall not be construed to deprive any person of a right protected by state or federal law or Constitution.
- V. Restroom Use. No person, excepting children six years of age or younger accompanied in such facility by an adult or persons requiring handicapped assistance, shall use any restroom, washroom, or dressing facility within a park when the same has been designated for persons of the opposite sex.
- W. Glass Containers. No person shall transport into or dispose of within any beach or swimming area, a food or drink container made wholly or partially of glass, whether or not such container is empty, partially filled, or full; excepting baby bottles or medicine containers.
- X. Smoking, Chewing Tobacco, Snuff; Spitting. No person shall smoke, chew, dip, expectorate, partake or indulge in tobacco in any form in any district building or facility in any area signed as prohibiting such. It shall be unlawful

for any person to litter, extinguish, dispose of or expectorate tobacco in any form in an unsafe or unsanitary manner.

SECTION 6. Delegation of Authority. The general manager may delegate authority to grant any permission required under this ordinance for a particular activity to an employee or employees of the district.

SECTION 7. Violations / Penalties. Except where a specific provision relating to enforcement and penalty is otherwise expressly provided in this ordinance, whenever any act is prohibited, or is made or declared to be unlawful, or an offense, or the doing of any act is required, or the failure to do any act is declared to be unlawful, where no specific penalty is provided, any violation of this ordinance, or any other ordinance of the district, is an infraction punishable by a fine not to exceed \$100 dollars. All misdemeanors are punishable by a fine not to exceed two hundred dollars or by imprisonment in the county jail for a period not to exceed thirty days, or by both such fine and imprisonment. Each alleged violation is a separate offense.

- A. Expulsion. In addition to any other penalty for a violation of this ordinance, the general manager, or his or her designees, including contractors, referees, umpires and other sports officials empowered to do so, may require the violator to immediately leave the park or facility and to remain out of the park or facility for the remainder of the day on which the violation occurred. It shall be a misdemeanor for any person so expelled to return to the park or facility the same day after having been lawfully ordered to leave.

SECTION 8. Enforcement. The board of directors of the district may, by resolution, designate that class of district employees, who shall be empowered to exercise such arrest and citation authority in accordance with Penal Code 836.5 and state law for infraction and misdemeanor violations of district or county ordinances, or state law committed within a district park or facility. The general manager shall cause to be administered a special enforcement training program designated to instruct each employee who will exercise such arrest and citation authority regarding the provisions of the of the statues and ordinances to be enforced, the evidentiary prerequisites to proper procedures for making arrest or otherwise prudently exercising such arrest and citation authority and the legal and practical ramifications and limitations attendant thereto.

The general manager shall have the primary responsibility for the administration of the ordinance and other ordinances of the district unless otherwise specifically stated therein.

SECTION 9: Effective Date. This ordinance is declared to be a public emergency ordinance necessary for the public safety of the people and for the support of local government and its public institutions, is declared to be urgent, an emergency exists, and this ordinance shall take effect and be in full force upon its passage and publication in its entirety as provided by law.

Adopted by the Board of Directors of the Cameron Park Community Services District at a regular scheduled meeting on the 8th day of August, 2001.

AYES: Directors Cater, Beardsley, Damato

NOES: None

ABSENT: Directors Scharf, McGinnis

ABSTAIN: None



Attest:

K E Cater
Kenneth Cater, President

Joni G. Rice
Joni G. Rice, Board Secretary

Attachment 12C

SECTION 5. Conduct - Generally. It is unlawful for any person, within the limits of any Cameron Park Community Services District park, or within any property or facility which is owned, leased, under the control of, maintained or operated by the Cameron Park Community Services District, to do any of the following:

- A. Fires. No person shall make or kindle a fire within any park except in stoves or other facilities specifically provided by the District or in a container/BBQ commercially manufactured for such purposes.
- B. Closed To Public. No person shall enter any park or area of any park which is closed to the public.
- C. Firearms, Weapons, and Fireworks. No person shall carry or discharge any firearm, rifle, pistol, bow and arrow or other similar device that launches a projectile without the prior written permission of the General Manager, nor shall any person carry into or use any other object within a park with the intent of disturbing the peace of any person by means of noise or otherwise. This prohibition shall not apply to persons engaging in or traveling to target practice conducted in accordance with appropriate standards of safety at an archery, range authorized and provided by the District for such purpose; nor within the scope of official duties. Any device carried into or used within a park in violation of these provisions is subject to confiscation by any law enforcement officer and such weapons or fireworks shall be disposed of in accordance with the law, including without limitation any applicable District regulation. Persons in violation of this subsection are subject to arrest and fines by law enforcement.
- D. Alcohol. No person shall possess or consume any alcoholic beverages in any area, park roadway, grounds or recreation center, or in any building or structure where it is expressly prohibited and posted as such, without first obtaining a permit to do so from the General Manager.
- E. Noise. No person shall willfully make or continue a loud, unnecessary, or unusual noise or indulge in riotous, boisterous, threatening, or indecent conduct, or abusive, threatening, profane, or indecent language within a park in such a manner as to disturb the public peace or to materially disrupt the quiet enjoyment of reasonable persons of normal sensitivity who are lawfully present in the park or on nearby properties.

Attachment 12C

- F. **Amplified Sound In Parks.** No person shall use amplification equipment within a park if the noise level caused thereby causes discomfort or annoyance to any considerable number of reasonable persons of normal sensitivity lawfully present in the park or disturbs the public peace or materially disturbs the quiet of such persons, except pursuant to a permit issued by the General Manager. The General Manager may impose reasonable conditions, in writing, in any permit including designating the location of each permitted gathering, and the position of each speaker so as to cause the least amount of disturbance to other persons, both within and outside the park.
- G. **Public Use Roads.** The provisions of the California Vehicle Code shall be applicable in all parks upon any roadway, or place which is publicly maintained and open to the use of the public for vehicular travel. Violations of the Vehicle code within a park shall be enforced and prosecuted in accordance with the provisions of the State of California. Appropriate signs shall be posted advising of any vehicular travel restrictions in force.
- H. **Non-Public Roads.** No person shall drive or otherwise operate a vehicle in a park, upon any surface other than those maintained and open to the public for purposes of vehicular travel. This provision does not apply to any electrically driven wheelchair carrying a person with limited physical mobility.
- I. **Skateboards, Skates and Roller Blades.** No person shall ride a skateboard, in-line or roller skates in any park in an unsafe hazardous manner so as to endanger the person skating or others or in an area specifically prohibiting skating or skateboarding. Any person riding a skateboard, in-line or roller skates in the park or in a skateboard facility must wear a helmet, elbow pads, and knee pads, and any person failing to do so will be subject to citation.
- J. **Bicycles.** No person shall ride a bicycle within a park where it is expressly prohibited.
- K. **Prohibition of Animals in Parks, Exceptions.** No person shall bring any domesticated animals in any park except:
1. Equine animals (horses or ponies) being led or ridden under reasonable control upon a bridle path, trail or center authorized and provided for such purpose;
 2. Dogs are prohibited on all park/facilities where posted as such. Specially trained service dogs which are being used by totally or partially blind, deaf, hearing

Attachment 12C

impaired or physically handicapped persons to aid and/or guide them in their movements shall be permitted in all areas;

3. In connection with specific activities authorized by the General Manager and when acting in accordance with all conditions attached to such authorization.

L. Responsibilities of Animal Owner. Each person who owns or has custody, possession, or control of an animal within a park where such animals are permitted shall not allow the animal to:

- 1) be unleashed/restrained
- 2) annoy, harass, nip, maul, or bite any person or persons;
- 3) damage or destroy any property or thing of value;
- 4) disturb the peace and quiet of others by allowing or encouraging the loud barking or making of unusual noises; and
- 5) defecate without promptly collecting, removing, and properly disposing of all such fecal matter.

M. Protection of Animals in Park. No person shall hunt, frighten, chase, trap, injure, or mistreat any domestic or wild animal within a park, nor shall any person trap or fish with hook and line, trap, spear or net, or by any other means, in any pond, lake, stream, or water within a park. Fishing with hook and line is permitted at Cameron Park Lake. Law enforcement personnel, animal control officers, District employees and contractors acting with expressed written permission from the District are exempt from this prohibition. A violation of this subsection shall be subject to arrest and fines by law enforcement.

N. Damaging Property Prohibited. No person intentionally damage any tree, shrub, plant, rock, building, cage, pen, monument, fence, bench, or other structure, apparatus, on District property No person shall damage or remove any shrub, bush, plant, flower, or mark or write upon, paint, or deface in any manner any building, monument, fence, bench, or other structure within a park; A violation of this subsection shall be subject to arrest and fines by law enforcement.

O. Damaging, Disturbing Land Prohibited. No person shall cut or remove any wood, turf, grass, soil, rock, sand, gravel, or fertilizer from a park or from any place within a park; A violation of this subsection shall be subject to arrest and fines by law enforcement.

Attachment 12C

- P. Water Activities. No person shall swim, fish in, bathe, wade, row, sail, or operate any boat, craft or other device, on or in any pond, lake, stream or water within or into a park, except at such place or places designed and provided by the District for such use; nor shall any person pollute the water of any fountain, pond, lake, stream, or reservoir within a park.
- Q. Prohibited Presence. No person shall tent, camp, lodge, or otherwise be present in any park after dusk or before 7 a.m. or at times otherwise posted, except when lawfully in attendance at an event permitting such approved by the General Manager.
- R. Waste Liquids and Refuse. No person shall dispose of dishwater or other waste liquids or dispose of any garbage, empty container, or other solid waste material within a park, other than in receptacles or other facilities provided for such disposal.
- S. Hazardous Activities. **No person shall engage in the flying or piloting of drones or model airplanes**, propelling a rocket or missile of any type, driving of golf balls, archery or any game of a hazardous nature within a park, except at such places as shall be specifically designated and authorized by the district for such purpose.
- T. Posting of Handbills or Advertising. It is unlawful for any person to distribute, cause to be distributed, allow or permit the distribution of any promotional materials or written/printed notice advertising any commodity, article, merchandise, business activity, person or thing in any park or District building, or on any tree, shrub, plant, fence, building, structure, or other such physical object with any park or District building, unless written permission is obtained from the General Manager.
- U. Meetings. No person shall hold any meeting, services, concert, exercise, parade, or exhibition in any park or facility without prior written authorization from the General Manager, except that this subsection shall not be construed to deprive any person of a right protected by state or federal law or Constitution.
- V. Restroom Use. No person, excepting children six years of age or younger accompanied in such facility by an adult or persons requiring handicapped assistance, shall use any restroom, washroom, or dressing facility within a park when the same has been designated for persons of the opposite sex.

Attachment 12C

- W. Glass Containers. No person shall transport into or dispose of within any swimming area, a food or drink container made wholly or partially of glass, whether or not such container is empty, partially filled, or full.
- X. Smoking, Chewing Tobacco; and Spitting. No person shall smoke, chew, dip, spit, partake or indulge in tobacco in any form in any District building or facility in any area signed as prohibiting the use of tobacco products. It shall be unlawful for any person to litter, extinguish, dispose of or spit tobacco in any form in an unsafe or unsanitary manner.
- Y. **Commercial activities without prior approval through an agreement with the District is prohibited. Private individuals and businesses must obtain permission and prior agreement with the District. Violators will be asked to cease use of parks and facilities unless and until an agreement has been reached between the two parties, executed by the District, and that the private party has provided the District with a certificate of insurance listing the Cameron Park Community Services District as the additionally insured.**
- a. **Within the boundaries of any park or recreation facility, no person shall sell, vend, peddle, expose, offer for sale, or distribute after sale to the public, any merchandise, service, or property, or sell tickets for any event, nor shall any person distribute, circulate, give away, throw, or deposit in or on any park facility any handbills, circulars, pamphlets, papers, or advertisements, which material calls the public attention in any way to any article or service for sale or hire, nor within any park facility shall any person solicit or collect donations of money or other goods from the public, without expressed approval of the General Manager for such activity within the specific park or recreation facility or as part of a Cameron Park Community Services District sponsored event.**
- Z. **A request for approval, as required by this section, shall be submitted to the General Manager for any activity which requires a written contractual agreement. The General Manager may approve any request unless, in the discretion of the General Manager, the request is an unusual one which should be submitted to the Board of Directors for consideration and approval.**

Attachment 12D

Resolution No. 2023-21
THE BOARD OF DIRECTORS
OF THE CAMERON PARK COMMUNITY SERVICES DISTRICT
EXERCISES ITS STATUORY AUTHORITY TO AMENED
ORDINANCE No. 2001-01, SECTION 5: CONDUCT - GENERALLY
June 21, 2023

WHEREAS, the Cameron Park Community Services District is committed to providing quality parks that provide outdoor spaces to play, exercise, and access to the serenity and inspiration of nature; and

WHEREAS, said parks are public spaces designed for passive and active recreational activity set aside for the use and enjoyment of community members. Parks; and

WHEREAS, said parks are spaces managed by the Cameron Park Community Services District on behalf of the community members it serves; and

WHEREAS, parks in Cameron Park are the property of the Cameron Park Community Services District and use of parks is conditional; and

WHEREAS, the conditional use of parks is codified within Ordinance No. 2001-01, Section 5: Conduct - Generally; and

WHEREAS, amending the current Ordinance No. 2001-01, Section 5: Conduct - Generally ordinance with updated language with modern terms and descriptions, as well as including the addition of prohibitions against using Cameron Park parks as venues for commercial activity without the expressed written permission from the District or the promotion of said commercial activity.

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

1. The District hereby resolves to amend Ordinance No. 2001-01, Section 5: Conduct - Generally. The Ordinance shall supersede any prior iteration of the ordinance within the District.

PASSED AND ADOPTED by the Board of Directors of the Cameron Park Community Services District at a meeting on the 21st day of June 2023, by the following vote of said Board:

Attachment 12D

AYES:
NOES:
ABSENT:
ATTEST:

Director Sidney Bazett, President
Board of Directors

Jill Ritzman, Interim General Manager
Secretary to the Board