



CAMERON PARK COMMUNITY SERVICES DISTRICT

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

AGENDA

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

BOARD MEETING
Wednesday, April 20, 2022
6:30 p.m.

Cameron Park Community Center – Social Room

2502 Country Club Drive
Cameron Park, CA 95682

Board Members

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

AGENDA

CALL TO ORDER

1. Roll Call
 2. Pledge of Allegiance
-

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

ADOPTION OF THE AGENDA

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

3. Adopt the Agenda
-

CONVENE TO CLOSED SESSION

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

- Conference with Labor Negotiator, Andre Pichly, pursuant to Government Code section 54957.6 - all units
-

RECOGNITIONS AND PRESENTATIONS

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

- Cameron Estates Community Services District Meet & Greet – Board President Angela Johnson
-

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 #10 to be discussed and acted upon individually.

4. **APPROVE** Conformed Agenda – Board of Directors Regular Meeting March 16, 2022
5. **RECEIVE AND FILE** General Manager's Report

AGENDA

6. **APPROVE** Resolution No. 2022-05 Hybrid Meetings
 7. **APPROVE** Resolution No. 2022-06 Executech 2022 Managed Services Agreement
 8. **APPROVE** Resolution No. 2022-07 Directing Preparation of the Annual Engineers Report for Landscaping and Lighting Districts for the Fiscal Year 2022/23
 9. **APPROVE** Resolution No. 2022-08 Directing Auditor of El Dorado County to Levy and Collect Assessments for the Fiscal Year 2022/23
-

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.

10. 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.

11. Committee Chair Report-Outs
 - a. Budget & Administration
 - b. Covenants, Conditions & Restrictions (CC&R)
 - c. Fire & Emergency Services
 - d. Parks & Recreation
 12. General Matters to/from Board Members and Staff
 - Upcoming Trainings & Community Meetings
 - CSDA Gold Country Chapter Meeting & Workshop, May 4, 9:00am – 11:30 am, at the Cameron Park Community Center
 - CSDA Special District Legislative Days, May 17-18, Sheraton Grand Sacramento Hotel
 -
-

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.

AGENDA

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.

COVID Procedure Updates: Social Distancing & Mandatory Use of Masks at Cameron Park Community Services District, Board of Directors Meetings

1. All community members and meeting attendees are required to wear a mask or face covering upon entering and remaining within the Community Center. The mask or face covering must cover the nose, mouth and chin.
 - a. The following persons are exempted from the requirement to wear a mask or face covering and will not be required to provide proof of such exemption:
 - i. Children under two years of age;
 - ii. Persons with medical conditions who cannot safely wear a mask or face covering (e.g. due to breathing difficulties, cognitive difficulties, hearing or communication difficulties);
 - iii. Persons who cannot wear or remove a mask or face covering without assistance;
 - iv. Employees who are in an area of the premise that is not designated for public access, or who are within or behind a physical barrier.
 - b. Temporary removal of the mask or face covering is permitted where necessary for the following purposes:
 - i. Actively engaging in an athletic or fitness activity including water-based activities;
 - ii. Consuming food or drink;
 - iii. For any emergency or medical purpose.
2. This policy will be implemented and enforced in “good faith” to primarily educate people on masks and face coverings and promote their use in enclosed public spaces.
 - a. Persons with exemptions listed under 1a) are not required to show proof of exemption.
 - b. Signs about the requirement to wear masks or face coverings shall be posted at all public entrances.
 - c. Persons entering or remaining without a mask or face covering will be given a verbal reminder of the policy’s masking requirement.
3. Social distancing is encouraged whenever possible. Chairs and tables will be spaced to support social-distancing.

Thank you for your cooperation and consideration. As individuals we can choose to help build a safe, healthy, and active community.



CONFORMED AGENDA

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

REGULAR BOARD MEETING
Wednesday, March 16, 2022
6:30 p.m.

TELECONFERENCE ZOOM MEETING
<https://us02web.zoom.us/j/89592422178>

Meeting ID: 895 9242 2178

(Teleconference/Electronic Meeting Protocols are attached)

Board Members

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

CALL TO ORDER – 6:35

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

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

ADOPTION OF THE AGENDA

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

3. Adopt the Agenda

-Legal suggests that a modification to Item 17 be made to read “Conference with legal counsel pursuant to Government Section Code 54956.9B – Anticipated Litigation one potential case”

Motion to adopt the Agenda w/ modification to Item 17

FC/SB – Motion passed

Ayes – FC/SB/EA/MS

Noes – None

Absent – EW

Abstain - None

OPEN FORUM FOR NON-AGENDA ITEMS

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

APPROVAL OF CONSENT AGENDA

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

4. **APPROVE** Conformed Agenda – Parks & Recreation Committee Meeting – December 6, 2021
5. **APPROVE** Conformed Agenda – Board of Directors Special Meeting - February 10, 2022
6. **APPROVE** Conformed Agenda – Board of Directors Regular Meeting - February 16, 2022
7. **RECEIVE AND FILE** General Manager’s Report

Motion to approve the Consent Agenda

SB/EA – Motion passed

Ayes – FC/SB/EA/MS

Noes – None

Absent – EW

Abstain - None

GENERAL BUSINESS

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

8. Items removed from the Consent Agenda for discussion

9. **CONSIDER, DISCUSS, and APPROVE** First Responder Fee Analysis

Motion to approve First Responder Fee Analysis

SB/MS – Motion passed

Ayes – FC/SB/EA/MS

Noes – None

Absent – EW

Abstain - None

10. **APPROVE** FY 21/22 Mid-Year Budget Adjustment

Motion to approve the FY 21/22 Mid-Year Budget Adjustment w/ a transfer out of settlement monies, minus appropriate monies that have already been spent, to Fund 80

EA/MS – Motion passed

Ayes – FC/EA/MS

Noes – None

Absent – EW

Abstain – SB

11. **RECEIVE AND COMMENT** on Fund 7 Balance

12. **RECEIVE AND COMMENT** on Cameron Park CSD Policy Handbook Review Schedule

13. **CONSIDER AND APPROVE** 2022 Candidate Forum

-Board would like to add an event where we can inspire/encourage/recruit members of the public to file for the Board of Directors upcoming election as well as educate the public on what being a board member entails

Motion to approve 2022 Candidate Forum

MS/EA – Motion passed

Ayes – FC/SB/EA/MS

Noes – None

Absent – EW

Abstain – None

14. **APPROVE** Resolution 2022-05 – Consideration authorizing open meetings via teleconference for Cameron Park Board of Directors meeting per AB 361

Motion to approve Resolution 2022-05

SB – Motion dies

-Committee and Board of Directors meetings will now be in person moving forward.

BOARD INFORMATION ITEMS

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

15. Committee Chair Report-Outs
- a. Budget & Administration
 - b. Covenants, Conditions & Restrictions (CC&R)
 - c. Fire & Emergency Services
 - d. Parks & Recreation
16. General Matters to/from Board Members and Staff
- a. Upcoming Trainings & Community Meetings
 - SDRMA Spring Education Day, March 22, 2022, 9am – 4pm at Hilton Sacramento Arden West
 - Special District Leadership Academy (SDLA) – April 3rd-6th in San Diego, CA.

-Director Carlson will be absent for June Board of Directors meeting

PUBLIC COMMENT

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AGENDA

CONVENE TO CLOSED SESSION

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

17. Anticipated Litigation (*Conference with legal counsel pursuant to Government Section Code 54956.9B – Anticipated Litigation one potential case”*)

-Board discussed this item and no reportable action was taken but direction was given to staff

ADJOURNMENT – 10:05

Conformed Agenda Prepared by:

Lindsay Dorosh
Board Secretary

Conformed Agenda Approved by:

Director Felicity Wood Carlson, President
Board of Directors

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AGENDA



Agenda Transmittal

DATE: April 20, 2022

FROM: André Pichly, General Manager

AGENDA ITEM #7: GENERAL MANAGER'S REPORT

RECOMMENDED ACTION: RECEIVE AND FILE

CSD Attorney

Discussions with Jason Epperson have been minimal. We talked about the option of public meetings being virtual and Jason advised me on what he believed was in the best interest of the District.

Budget and Administration

Finance Officer Christina Greek and I participated in a virtual education session titled *Special District Reserve Policies: How much is enough?*, hosted by the California Special District Association (CSDA). The session was full of information that helped each of us better understand the importance of having well-articulated reserve policies and how reserve funds can and should be used. I am happy to share a copy of the slideshow with any Board member who is interested – please ask. The 2-hour training was very detailed as the narrator walked us through those slides. Both Christina and I have received a certificate for having attended.

Parks

Following a meeting with members of the Pickle Ball community, as well as some neighbors who are being impacted by sound levels created by Pickle Ball activity, Parks Superintendent Mike Grassle and I evaluated options suggested at the meeting. Mike added a combination lock to the tennis court gates as a way to restrict when users can access the courts (currently games cannot begin before 8 am). Mike and I will continue to research solutions to determine the cost and effectiveness of additional measures. Our hope is to arrive at a solution that satisfies both the neighbors and pickle ball players.

Mike and I have also been discussing the challenges of getting gates and restrooms locked at parks, staffing changes, and flexible work schedules for staff.

Recreation

Staff continue to plan the Summer Spectacular, to be held on Saturday, June 25th. Recreation Supervisor Kim Vickers is the lead for the event and is assisted by Recreation Coordinator Kayla Thayer. Mike Grassle is coordinating the park operations-side of the event. As for my participation in this event, I developed the RFP and PSA for the fireworks contractor, for which we received a proposal. I will execute the contract with the contractor once the El Dorado Board of Supervisors approves our waiver to the county fireworks ban (later this month or early May). I sent a letter to the Cameron Park Airport District requesting permission to allow the public to park along designated roads in that community and will visit with their Board of Directors on April 25th to answer any questions they might have. In short, plans are developing and we feel we are on track to host a great event this summer.

Fire and Emergency Services

Fire Chief Sherry Moranz has been out of the office while taking medical leave. I have been intentional in not disturbing her while she recovers. Chief Josh Agustin will be taking me on a tour of Fire Department facilities on April 26th, including some CAL FIRE facilities outside of the District.

CC&R

CC&R Compliance Office Jim Mog and I have had discussions about proposals he has received regarding legal advising for CC&Rs. Jim is carefully reviewing the information received from those interested firms and checking references to determine the best fit for the needs of his operations.

Other

- I attended the Revenue Development and Management School (RDMS) hosted by the National Training Center at the Oglebay Resort in Wheeling, WV, the week of March 13-17. I serve on the Board of Regents for the school and typically teach 3 classes (each class twice) during the week, plus assist on a short speed session and case study. This year I presented on the following 3 subjects:
 - Creating Experiences That Reflect Today's Customers
 - Thinking Like an Entrepreneur
 - Spending and Saving Strategies to Make the Most of Your Money



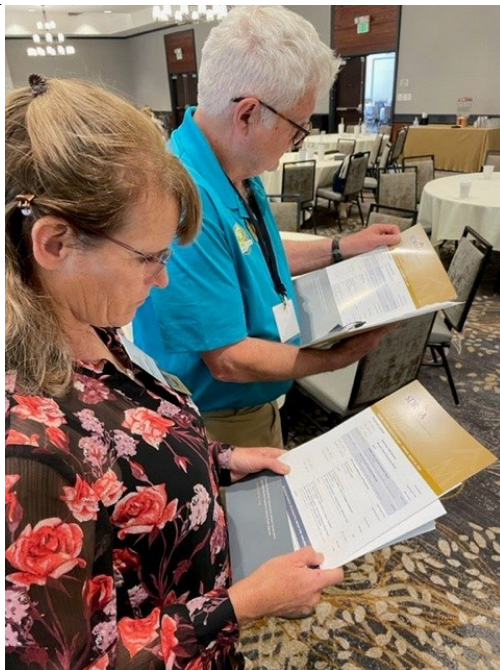
2022 RDMS Board of Regents



One of three session I taught at RDMS this year

Of the six schools offered by the National Recreation and Park Association, RMDS is the oldest dating back over 50 years.

- On Tuesday, March 22nd, I participated in the SDRMA Spring Education Day at the Hilton Hotel in Sacramento. I was joined by Board Members Wood-Carlson, Scobey and Bazett, along with Parks & Maintenance Supervisor Matt Bustabade. I attended the SDLA Module 1 Governance Foundations workshop left with some valuable reference materials. I plan participate in other workshops to complete the Governance Foundations series.



- On March 24th we held our first Staff Retreat at the Community Center. It included all full-time Park Maintenance staff, as well as Community Center

office staff. We also had two part-time staff join us for part of the day. We spent some time getting to know each other, talked about having the type of work culture that we all could enjoy, and discussed customer service and the importance of enhancing the customer experience. We had a working lunch, played some games for the sake of team building, and ended the day with a hands-in "Go Team!" huddle.



- On March 31st I attended the Chamber Mixer, which was held at The Stage at Burke Junction here in Cameron Park. It was a well-attended event and demonstrated to me the value in the GM being an active participant in Chamber activities. During my visit I had the chance to promote the Splash Pad ad hoc fundraising committee and met some local business owners.



- On April 5th, Christina and I visited with staff at El Dorado Disposal to listen to a presentation by Waste Collections staff about rates and SB 1838 – the CalRecycle Organics mandate. More on this soon as El Dorado Disposal is developing their presentation for the Board and a community meeting.
- On April 6th, Karen Moonitz, the General Manager for the Cameron Estates Community Services District stopped by the Community Center for a visit. We spent some time getting to know one another, shared with each other those issues of greatest concern to our respective Districts and those issues of mutual concern, as well as the value of meeting with each other’s Boards. I plan on attending a meeting of the CECSD Board very soon.
- Also on April 6th, staff participated in an online training in the use of Microsoft Teams – a virtual meeting tool similar to Zoom. Staff was able to see all the features available with teams and ask questions of the ExecuTech staff that hosted the session. Following this training we held a hybrid staff meeting to test the feasibility of using Teams staff, Board and committee meetings. We agree that the technology works as well as Zoom and the ability to host hybrid meetings using existing equipment is doable – we just need to have a few more tests to make sure we have everything we need to minimize connectivity and sound issues.



- On April 7th I visited the Pickle Ball Courts in Yountville, CA, to see and listen to their sound mitigation efforts. The Town of Yountville has installed heavy acoustic fabric on the court fencing in an effort to reduce the sound created by pickle ball for nearby neighbors.



Spoke with Dave (seen in picture on the left), a local pickle ball enthusiast in Yountville, about their sound reduction efforts.

- On April 14th I visited the Marshall Medical Center in Placerville. I was invited by Marketing & Community Relations Director, Lourdes Edralin, for a tour of the hospital and to see some of the capital projects currently under construction. We also talked about the partnership the CSD has with Marshall Medical and agreed that discussing future collaborations would benefit both parties and the community.



Agenda Transmittal

DATE: April 20, 2022

FROM: André Pichly, General Manager

AGENDA ITEM #14: Resolution 2022-05 – Consideration authorizing open meetings via teleconference for Cameron Park Board of Director and Committee meetings per AB 361

RECOMMENDED ACTION: APPROVE RESOLUTION NO. 2022-05

Background

Assembly Bill 361, until January 1, 2024, would authorize a local agency to use teleconferencing without complying with the teleconferencing requirements imposed by the Ralph M. Brown Act when a legislative body of a local agency holds a meeting during a declared state of emergency, as that term is defined, when state or local health officials have imposed or recommended measures to promote social distancing, during a proclaimed state of emergency held for the purpose of determining, by majority vote, whether meeting in person would present imminent risks to the health or safety of attendees, and during a proclaimed state of emergency when the legislative body has determined that meeting in person would present imminent risks to the health or safety of attendees, as provided.

The District Board of Directors passed resolutions in January and February that permitted the Board and Committees to hold virtual meetings from February 17, 2022, to March 18, 2022. While the reasons for holding these virtual meetings was due to minimizing the risk of exposure to COVID-19 to all attendees, the current status of positive cases and hospitalizations in El Dorado County is very low, according to the [El Dorado County Health and Human Services COVID-19 interactive dashboard](#).

Continuing the state's phased rollback of executive orders implemented in response to the pandemic, Governor Gavin Newsom took action to lift all but 5 percent of COVID-19 related executive order provisions, while maintaining critical measures that support the state's ongoing response and recovery efforts. In short, the mask mandate for all California citizens has been rolled back and masks are no longer required.

Throughout the pandemic, public agencies had to adapt to continue holding public meetings while maintaining transparency and complying with the Brown Act. This was done using virtual meetings. After almost 2-years of using technology that permitted virtual meetings, public agencies became more proficient at facilitating meetings that allowed policymakers, staff, and the public to participate without being physically present. Despite some of the minor challenges that remain, the use of virtual meeting software has shown that public agencies can still conduct business and remain transparent.

Another benefit of the virtual meetings is its convenience for most users. Whether a Board Member, staff, or a member of the public, participation is relatively easy, and can be done just about anywhere, as long as the participant has a reliable Wi-Fi signal. Whether a panel member or an attendee, virtual meetings have made it easier for most citizens to participate. That said, nothing can replace the experience of meeting face-to-face, but that may not be convenient for most individuals. Allowing a hybrid virtual format for some people may increase participation and engagement.

Discussion

By adopting Resolution 2022-05, the Board of Directors would be able to implement hybrid meetings using virtual technology for meetings of the Board, as well as standing and ad hoc committees, as warranted, while remaining compliant with the State's Brown Act, for a 30-day period beginning April 21, 2022, to May 20, 2022. Adopting this resolution would permit the Board of Directors the option of all Cameron Park Community Services District public meetings to be held virtually while allowing members of the public to join during all open and public proceedings. A hybrid model would be the use of teleconferencing for meeting participants who would not be present for the meetings held at the Community Center while the meeting was taking place in-person. Members of the public and staff could opt to join in-person or virtually. The District would post the meeting agenda with the necessary information for joining the meeting online or by phone. A new resolution will need to be adopted by the Board of Directors at least every 30-days to have the option of having public meetings held virtually.

Attachment: 14A – Resolution 2022-05

**RESOLUTION NO. 2022-05
of the Board of Directors
of the Cameron Park Community Services District
April 20, 2022**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CAMERON PARK
COMMUNITY SERVICES DISTRICT AUTHORIZING REMOTE TELECONFERENCE
MEETINGS OF THE LEGISLATIVE BODIES OF CAMERON PARK COMMUNITY
SERVICES DISTRICT FOR THE PERIOD APRIL 21, 2022, TO MAY 20, 2022, PURSUANT TO
BROWN ACT PROVISIONS.**

WHEREAS, the Cameron Park Community Services District is committed to preserving and nurturing public access and participation in meetings of the Board of Directors; and

WHEREAS, all meetings of Cameron Park Community Services District’s legislative bodies are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963), so that any member of the public may attend, participate, and watch the District’s legislative bodies conduct their business; and

WHEREAS, the Brown Act, Government Code section 54953(e), makes provisions for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

WHEREAS, the Board of Directors does hereby find that the legislative bodies of Cameron Park Community Services District shall conduct their meetings without compliance with paragraph (3) of subdivision (b) of Government Code section 54953, as authorized by subdivision (e) of section 54953, and that such legislative bodies shall comply with the requirements to provide the public with access to the meetings as prescribed in paragraph (2) of subdivision (e) of section 54953; and

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

Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. Remote Teleconference Meetings. The General Manager and legislative bodies of Cameron Park Community Services District are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including, conducting open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act.

Section 3. Effective Date of Resolution. This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of (i) May 20, 2022, or such time the Board of Directors adopts a subsequent resolution in accordance with Government Code section

54953(e)(3) to extend the time during which the legislative bodies of Cameron Park Community Services District may continue to teleconference without compliance with paragraph (3) of subdivision (b) of section 54953.

PASSED AND ADOPTED by the Board of Directors of Cameron Park Community Services District, this 20th day of April 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

Director Felicity Wood Carlson, President
Board of Directors

André Pichly
General Manager



Agenda Transmittal

DATE: April 20, 2022

FROM: André Pichly, General Manager

AGENDA ITEM #7: Executech Managed Services Agreement 2022 Renewal

RECOMMENDED ACTION: **APPROVE RESOLUTION 2022-06 2022 MANAGED SERVICES AGREEMENT BETWEEN CAMERON PARK COMMUNITY SERVICES DISTRICT AND EXECUTECH**

Background

In June 2017, the District's General Manager entered into a one-year Managed Services Agreement, which was amended by the District to extend the agreement for an additional year in May 2018, and amended again for an additional three years in August of 2019. The current amendment to the original agreement is set to expire on May 21, 2022.

Discussion

District staff is satisfied with the services that Executech has provided over the years and would like to continue to utilize their services. They are responsive to our needs and have helped staff with hardware upgrades and trainings for use of devices and various software.

Attachment:

7A – Managed Services Agreement 2022

7B – Resolution 2022-06

2022 MANAGED SERVICES AGREEMENT



4/15/2022

CAMERON PARK COMMUNITY SERVICES

Proposal Team

Name	Role	Phone	E-mail
Steve Petty	General Manager, Sacramento	916.753.1136	steve.petty@executech.com
Brandon Petty	Customer Success Manager	530.333.7232	brandon.petty@executech.com

Client Details

Partner Name	Cameron Park Community Services
Partner Address	2502 Country Club Drive – Shingle Springs, CA – 95682
Primary Contact Name	Andre Pichly
Primary Contact Phone	530.677.2231
Primary Contact Email	apichly@cameronpark.org

Revision History

Revision	Revision Date	Name	Notes
1.0	4.6.22	Brandon Petty	Renewal Proposal
1.1	4.12.22	Brandon Petty	Contact Update
1.2	4.15.22	Brandon Petty	Pricing Amendment

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This Managed Services Agreement (this “Agreement”) is entered into between Cameron Park Community Services, hereinafter referred to as “Client”, and Executech, Inc., a California corporation, hereinafter referred to as “Service Provider”.

1. TERM OF AGREEMENT

a. Initial Term

This Agreement is effective upon June 1, 2022, and shall remain in force for a period of three (3) years (“Initial Term”). This Agreement will automatically renew for a subsequent one (1) year term beginning on the day immediately following the end of the Initial Term, unless either party gives the other 90 days prior written notice of its intent to renegotiate or terminate this Agreement or the Agreement has been terminated pursuant to Section 1(b).

b. On-boarding

On-boarding of a new Client can take thirty to forty-five (30-45) days depending on the size and scope of the project and concurrent Client on-boarding. Once on-boarding has initiated, the Client will be introduced to an on-boarding team. The on-boarding team will provide the Client with the timeline of the servicing and service expectations. During on-boarding, the discovery of additional agents and devices can occur, which may alter the initial monthly estimate in the Managed Services Agreement (Refer to Appendix B). A review of all discovered agents and devices will be held with each Client and any pricing adjustments will be addressed and resolved.

c. Termination for Breach

Subject to the provisions of Section 14(b) of regarding informal resolution of disputes and the provisions below, this Agreement may be terminated by either party upon thirty (30) days’ prior written notice if the other party:

- a) Fails to fulfill, in any material respect, its obligations under this Agreement and does not cure such failure within twenty-five (25) days of receipt of such written notice; or
- b) Breaches any material term or condition of this Agreement and fails to remedy such breach within twenty-five (25) days of receipt of such written notice; or
- c) Terminates or suspends its business operations, unless it is succeeded by a permitted assignee under this Agreement.

d. Transfer of Services

At the termination of the agreement, Service Provider will upon request, assist Client in the orderly termination of services, including timely transfer of the services to another designated provider. Client agrees to pay Service Provider for the actual costs of rendering such assistance, calculated at Service Provider’s then hourly rate for services provided during normal working hours.

e. Strategic Business Change

For significant strategic business changes, to include but not limited to mergers, acquisitions, joint ventures, divestitures, splits, or other business activities that could affect the services of the Agreement, the Client shall provide notice of anticipated changes to the Service Provider ninety (90) days in advance. All strategic business changes should jointly be discussed to evaluate service direction and expectations.

2. SERVICES PROVIDED

a. Managed Services Packages

Service Provider will provide Client the services described as **Proactive** below.

Category / Description:	Proactive	Comprehensive
Per User / Device [1]:	\$60.00	\$115.00
Per Server:	\$130.00	\$255.00
Per Site [2]:	\$150.00	\$150.00
Per Storage / Backup Device:	\$50.00	\$50.00
Per Network Device:	\$25.00	\$25.00
Per User Device:	Includes 2 Per User	Includes 2 Per User
Systems Monitoring:		
Automated:	24x7x365	24x7x365
Staffed [3]:	24x7x365	24x7x365
Remote Help Desk Access:	Included	Included
Management & Maintenance:		
Workstations:	Remote	Remote/On-Site
Infrastructure:	Remote	Remote/On-Site
DSA Certification Required:	NA	Yes
Maintenance Support: Remote		
Help Desk (Hourly):	Included	Included
Data Center (Hourly):	Included	Included
Maintenance Support: On-Site		
Help Desk (Hourly):	\$175.00	Included
Data Center (Hourly):	\$270.00	Included
Project Rates:	\$150.00-\$270.00/Hr	\$150.00-\$270.00/Hr
Additional Services:		
Backup	Monitor & Management	Monitor & Management
Monitored Device Inventory	Included	Included
Policy & Procedure Document Access	Optional	Included
Hardware and Software Procurement Services	Included	Included
Annual IT Strategic Planning	Optional	Included
Workstation Setup Not-to-exceed price [4]	up to \$ 400.00 per w/s	up to \$ 400.00 per w/s
NOTES:	[1]	Per Named User or Workstation, whichever is greater. Devices include (1) Desktop or Laptop with Anti-virus and (1) non-windows mobile device.
	[2]	Covers one firewall and one switch per location.
	[3]	Live Help Desk Services are available 24/7/365. Critical issues will be escalated and handled by our on-call technical team.
	[4]	Workstation setups fees will not exceed \$ 400.00 per unit. This pricing applies only to workstations provided by Executech. Not to exceed installation fees do not apply to workstations purchased directly by the Client.

b. Managed Services Definitions

In general, the types of services provided under the contracts are as follows and are either included or for an additional fee. (Refer to Appendices for applicable charges)

Monitoring Services

- Software based monitoring of all devices included in the contract. These systems are monitoring 24x7x365 by the system included in the service.
- Automated alerts for IT based on specific thresholds and performance targets available.
- Service Provider staff will monitor and remediate based on the service package selected.
- Enhanced Anti-virus Software is included within this Agreement for covered Servers and Workstations.

Maintenance Services

- Unlimited “break/fix” service desk support for users regarding their business desktop and/or laptop computers. Where devices are outside of warranty, the device may be replaced at client cost rather than repaired with client’s prior approval, and any device outside of warranty will incur a 20% increase in base price coverage (Refer to Appendices for base prices)
 - Virus and Ransomware remediation is a difficult and complicated process without a guaranteed outcome, so client will be allotted two hours of “best effort” troubleshooting by Executech per outbreak and be billed for services under standard hourly rates thereafter.
- Maintenance of workstations for security updates and patches.
- Maintenance and troubleshooting existing data center infrastructure including network (i.e., LAN/WAN) devices.
 - Infrastructure hardware must be under current support agreement to get timely support. Items not under a current maintenance agreement will be allotted one hour of best effort troubleshooting and be services under standard hourly rates thereafter.
 - Business class hardware is required, which is defined as equipment that can be joined to a domain, managed, and under warranty with the manufacturer. This equipment should meet the client’s needs for 3 to 5 years.
- Support e-mail usage for mobile devices.
 - Due to the wide range of applications and services provided by mobile devices, additional support is based on best effort.
- Assist in the support of printers and work with managed print services company for printer support. Printers not under a current maintenance agreement will be allotted one hour of best effort troubleshooting and be services under standard hourly rates thereafter.
- Backup management and maintenance. Refer to Appendices for supported backup solutions.
- Infrastructure (Server, switch, firewall) firmware review and upgrades.

Management Services

- Inventory management for the devices covered in the contract including those added during the term of the agreement.
- Coordination with Client’s vendors for access and/or connectivity to client’s network, only with client’s prior permission.

- Executech may offer referrals to vendors known by Executech for client's needs that fall outside of Executech's Service offerings or Maintenance responsibilities, i.e., telco services, hosting services, printing vendors. Executech has no responsibility to manage these vendors on the client's behalf unless the vendor works directly for and is engaged by and paid by Executech.
- IT Hardware, software, and services procurement, excluding specialty software and equipment (e.g., we may not resell business specific software).
- Access to Executech standard policy and procedure documents for common IT use cases.
- Client Success Managers to assist in IT strategy planning and budgeting meeting.

Co-Managed IT Services

- This Agreement does not include Co-managed IT Services. Co-Managed IT Services are defined as the instance when a client has an internal IT person(s), employed by the client, that supports the on-site day to day issues for the client while Executech provides proactive/reactive monitoring, remediation, and escalation of issues. Executech encourages the use of our support tools such as ConnectWise, Automate and Auvik which promotes unilateral teamwork between the client and Executech. If these services are provided within this agreement, they will be reflected in the Fees and Payment Schedule accordingly.

Staff Augmentation

- This Agreement does not include Staff Augmentation. Staff Augmentation is defined as a Executech on-site full-time equivalent IT person(s) to support the day-to-day issues for the client. This or these on-site persons(s) will be augmented by the Executech remote Team which will provide monitoring, remediation and escalation of IT issues. The on-site resource(s) will utilize tools such as ConnectWise, Automate and Auvik. This Executech staff member(s) will report on-site daily during Client's normal working hours, Monday through Friday. For vacation or sick days, the Executech remote Team will provide support in their absence, which may include on-site or remote assistance. If these services are provided within this agreement, they will be reflected in the Fees and Payment Schedule accordingly.

Business Applications Software

- Assist in preparing for software upgrades, updates/changes for the IT environment to support. Business Applications software shall be covered under a vendor maintenance agreement. Business software vendor is responsible for troubleshooting of the application and performing software upgrades and updates. Executech will work in conjunction with the vendor to troubleshoot any network issues as they arise.
- See Appendix A for all standard response times and escalation procedures.

c. Service Provider Responsible for Its Employees/Contractors

All services rendered will be provided by Service Provider's employees and/or contractors and Service Provider will be solely responsible for directing, managing, and supervising such employees' and/or contractors' daily activities while they are performing the Services.

d. **Services Framework and Scope**

The framework for services provided is expected to include all items as defined in the Managed Services Package and corresponding description of services. Additionally, this is further defined by the items below:

- Maintenance includes minor software updates to software and devices in the contract.
- Vendor software support means working with the vendor technical support teams to maintain software that is installed on covered computers.
 - This will be done as a “best-effort” and should not be construed as a guarantee of resolution since Service Provider is not the creator of the software. Client is expected to maintain manufacturer software support for all applications.
- Major upgrades between Operating Systems and software versions are significant efforts with important planning and may require new hardware, therefore these are a Project Request and not a maintenance task of the agreement.
- New equipment roll-outs for upgrades, etc., are project-based tasks. For New Workstation set-ups, refer to Section 2.a. for not to exceed workstation set-up pricing. Not to exceed pricing will only apply to workstations purchased through Executech. Workstations purchased directly by client will be installed by Executech staff on a Time and Materials basis.
- Services requiring staff to support items outside of maintenance are deemed projects. This includes office moves, data center relocations, etc.
- Service Provider is positioned to serve the Client’s Project Request needs. Such engagements might include new software implementations/migrations, infrastructure upgrades, and office remodel/relocations. A specific scope of work and fee schedule will be provided for each Project Request allowing the client to make the best possible IT decisions with the Services provider.

3. RESPONSE AND RESOLUTION TIME AND ESCALATION

Requests for services may be sent by any of the Client’s authorized staff and tracked centrally through Service Providers Help Desk Management Software. Each request from Client will be assigned an Incident Number for tracking. Service Provider’s response, resolution and escalation process will coincide with that of the Client and will be modified at the Client’s request. All Incidents will be subject to the Service Level Agreements response times designated in Appendix A.

4. FEES AND PAYMENT SCHEDULE

a. **Monthly Fees (Refer to Appendix B)**

Service Provider will invoice Client 30 days in advance of services on a monthly basis, and the Base Fee will become due and payable on the first of every month through ACH (Refer to Appendix C). If payment has not been received within 15 days, the Service Provider will notify Client in writing and provide Client a reasonable opportunity to cure before suspending services. If Client fails to pay within 45 days, Service Provide may request a meeting with Client’s senior management to resolve the payment issue. Other added services/subscriptions will be billed outside of this Agreement, unless otherwise communicated.

b. Annual Base Fee Adjustments

In addition to any adjustments related to additions or subtractions for specific users or devices, the most current Agreement Base Fee will increase 5% annually on the anniversary date to accommodate general market increases anticipated. The escalation amount will automatically be applied to the adjusted Base Fee.

c. Fees for Increased Coverage

Upon addition of a user/device, server, storage/backup device, network device or a new business site to the contract amendments to the monthly billing will be made and included on the invoice on the next monthly billing cycle.

If Client desires to add additional services in areas of the contract, Service Provider and Client's management will both review and approve the request in writing prior to adjusting the contract according to the specified rate in the contract. If no contract rate is defined for the service requested, Service Provider and Client will negotiate the amount of such a change and enter into an appropriate written amendment or addendum reflecting such increases.

d. Fees for Additional Services

From time to time, Client may request services not covered by this agreement. In such instances, applicable services will be provided at the rates listed in the selected agreement coverages (Appendix B), otherwise, all other additional services will be billed outside of the Managed Service Agreement.

e. Fees for Travel

Airfare, hotel, and other travel expenses will be passed on to client at cost when requested to travel on the client's behalf.

5. TAXES

It is understood that any federal, state, or local taxes applicable to the Services shall be added to each invoice for services or materials rendered under this Agreement. Client shall pay any such taxes unless a valid exemption certificate is furnished to Service Provider for the state of use. The parties acknowledge and agree that Client shall not be liable for any payroll taxes associated with Service Provider's employees, all of which shall be borne by Service Provider.

6. LIMITATION OF LIABILITY

Each party agrees that the other party, and its affiliates, officers, directors, employees, shareholders, agents, licensors, or representatives will not be liable for any incidental, indirect, special, exemplary or consequential damages including, but not limited to, damages or costs incurred as a result of loss of time, loss of savings, loss of profits, loss of revenue, loss of data or loss of goodwill, whether foreseeable or unforeseeable, that may arise out of or in connection with this agreement, including, but not limited to, loss of the ability to use the hardware, software or systems described or identified in this agreement whether such liability is based on contract, tort, negligence, products liability or otherwise. Subject to the foregoing limitation of liability in no event will the collective liability of each party and its affiliates, officers, directors, employees, shareholders, agents, licensors, or representatives for any damages incurred by the other party ever exceed the fees paid by Client to Service Provider under this

agreement for the three (3) months prior to the time at which the damages arose regardless of the form of action whether based on contract, tort, negligence, products liability or otherwise.

Service Provider shall indemnify, defend, and hold harmless Client for any claims, liabilities, and damages arising out of Service Providers performance under this Agreement. Service Provider shall carry during the term of this Agreement a general liability insurance policy with limits of at least \$1,000,000, and Client shall be an additional insured on the policy.

7. EXCLUDED SERVICES

Services in the fee of this Agreement do not include:

- a. Items defined in the contract as Project Requests. These can be completed by the Service Provider as separate projects outside of standard maintenance and management services in this agreement.
- b. Failure due to natural or man-made disasters, building modifications, power failures, Internet outages or other adverse environmental conditions or factors.
- c. Troubleshooting or remediation of Employee home networks or technology or the remediation of third-party facilities such as client or partner locations, hotels, conference centers or public wireless access.
- d. Business Applications support, upgrades, updates and changes would not be covered under this agreement.

8. CONFIDENTIAL INFORMATION

a. Definition

"Confidential Information" shall mean all information in whatever form or media concerning the respective business of each party, including, without limitation, current or potential customers of the parties, customer lists, customer addresses, services provided, pricing, information regarding equipment specifications, locations and use, information regarding network configurations, capacities and capabilities, information regarding current or prospective relationships with vendors and independent contractors, information regarding implementation of technology, data and programs, source code, object code, financial, sales, and marketing information, and information generally related to the development of software products and related technology and services, together with analyses, compilations, programs, reports, proposals, studies, or any other documentation, which contain or otherwise reflect or make reference to such information. The term Confidential Information shall be construed broadly.

b. Limitations on Confidential Information

The term "Confidential Information" shall not include any information which: (i) is or becomes generally available to or known by the public other than as a result of an unauthorized or illegal disclosure directly or indirectly by the disclosing party; (ii) is independently developed by the disclosing party without breach of this Agreement; (iii) is lawfully received without restriction from a third party who did not obtain the information as a result of that or another party's breach of confidentiality obligations; or (iv) is disclosed by the disclosing party pursuant to judicial action or governmental regulations.

c. Hold Confidential Information Confidential

Each party hereby agrees to hold Confidential Information, whether furnished before, on, or after the date of this Agreement, in the strictest confidence and not to disclose such information to anyone except as otherwise provided for in this Agreement.

d. Use of Confidential Information

Notwithstanding the foregoing, Confidential Information may be disclosed to the officers, directors, employees, agents, or representatives (collectively, "Representatives") of a party on a "need to know" basis for the purposes of performing their respective obligations pursuant to this Agreement.

e. Term of Limitation on Use of Confidential Information

Notwithstanding anything else contained in this Agreement to the contrary, the term of this Confidential Information section shall continue indefinitely, and this section shall survive the termination of this Agreement.

9. NOTICE

Except as may be expressly authorized elsewhere in this Agreement, any notice, demand, request, or other instrument which may be or is required to be given under this Agreement ("Notice") shall be in writing and, at the option of the sender, shall be: (a) personally delivered to the party or parties to whom Notice is directed or (b) mailed by U.S mail, postage paid, or (c) sent by Federal Express, or (d) sent by a recognized courier service which tracks its packages, and shall be addressed to the party or parties to whom directed at the address set forth below or such other place as each party may from time to time give in writing to the other parties hereto. Notice shall be deemed to have occurred upon receipt by the party to whom sent.

To: Service Provider

Executech, Inc.

1624 Santa Clara Drive, Suite 245

Roseville, CA 95661

Attn: Controller

To: Client

Cameron Park Community Services

2502 Country Club Drive

Shingle Springs, CA 95682

Attn: Andre Pichly

10. MISCELLANEOUS

This Agreement shall be governed by the laws of the State of California. It constitutes the entire Agreement between Client and Service Provider for the Services described above in Section 2. Its terms and conditions shall prevail should there be any variance with the terms and conditions of any order submitted by Client. Service Provider is not responsible for failure to render services due to circumstances beyond its control including, but not limited to, natural or man-made disasters. No modification or alteration of this Agreement shall be effective unless such modification is in writing and signed by all parties thereto. This Agreement may not be assigned by Service Provider without the prior written consent of Client which shall not be unreasonably upheld. Notwithstanding the foregoing, Service Provider may assign this Agreement without the prior consent of Client if such assignment is to an affiliated entity of Service Provider and in which Service Provider owns a majority interest.

11. ACCEPTANCE OF SERVICE AGREEMENT

This Agreement covers only those Services described in Section 2. The parties must mutually agree in writing to add any Services that Client may want to include after the effective date. The addition of Services after the signing of this Agreement shall result in an adjustment to the Client's monthly Fees.

12. NO PARTNERSHIP OR OTHER RELATIONSHIP

The parties acknowledge and agree that no party shall be considered an agent, partner or joint venture of any other party in any manner whatsoever. No party shall have express or implied authority to act on behalf of or make any representations whatsoever on behalf of any other party, except as specifically provided in this Agreement.

13. NON-SOLICITATION

During the term of this agreement, and for a period of one (1) year thereafter, Customer will not solicit or encourage any of Executech's technical or management employees to work elsewhere. In the event the Customer violates this provision, Customer will immediately remit to Executech an employment fee equal to one hundred percent (100%) of the employee's salary, plus an additional \$25,000 penalty.

14. DISPUTE RESOLUTION

a. Intent

The parties shall resolve their disputes informally to the maximum extent possible. The parties shall negotiate all matters of joint concern in good faith, with the intention of resolving issues between them in a mutually satisfactory manner. Only disputes within the scope of this Agreement are subject to this Section. The cost of informal dispute resolution, whether formal or informal, shall be shared equally by the parties. Each party shall bear its own attorney's fees during informal dispute processes. The parties agree all statements made in connection with informal dispute resolution efforts, including mediation, shall not be considered admissions or statements against interest by either party. The parties further agree that they will not attempt to introduce such statements at any later trial or arbitration between the parties.

b. Informal Resolution

If a dispute arises under this Agreement, then within five (5) business days after a written request by either party, Service Provider and Client shall promptly confer to resolve the dispute. If the representatives of Service Provider and Client cannot resolve the dispute or either of them determines they are not making progress toward the resolution of the dispute within ten (10) business days after their initial conference, then the dispute may be submitted to the respective management persons designated by Service Provider and Client who shall promptly confer to resolve the dispute. If the dispute is not resolved, or either of the designated management persons determine that they are not making reasonable progress toward resolution of the dispute, within five (5) business days after the dispute is first submitted to such management persons or twenty (20) business days have passed since the initial request for negotiations at this level, then the parties may mutually agree to attempt to resolve the issues by mediation.

c. Mediation

If the parties are unable to resolve their dispute by the procedures set forth in Section 14 (b) the parties agree to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Rules, before a single mediator, before resorting to arbitration or litigation. The mediation shall be held in Sacramento, California. The parties shall share equally the cost of the mediation and selection of the mediator. All applicable statute of limitations shall be suspended until the conclusion of the mediation process. Discussions and negotiations held pursuant to this provision shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.

d. Arbitration

If within forty-five (45) days after service of a demand for mediation, the mediation either does not take place or does not result in a settlement of the dispute, then any unresolved controversy or claim shall be settled in binding arbitration by a single arbitrator pursuant to the Commercial Rules of the American Arbitration Association. The arbitration shall be held in Sacramento, California, and both parties shall agree on the selected arbitrator. Each party will, upon written request of the other party, promptly provide the other party with copies of non-confidential documents relevant to the claim(s) in dispute. At the request of a party, the arbitrator shall have the discretion to order examination, by deposition, of witnesses to the extent that the arbitrator deems such discovery relevant and appropriate. The arbitrator's award shall be final and binding. The award of the arbitrator shall be accompanied by a reasoned opinion. The arbitrator shall award to the prevailing party, if any, as determined by the arbitrator, all its costs and fees. "Costs and fees" means all reasonable expenses of arbitration, including the arbitrator's fees, administrative fees, travel expenses, out-of-pocket expenses such as telephone, court costs, witness fees, and attorneys' fees. Otherwise, each party shall bear its own costs, expenses, attorneys' fees, and an equal share of the arbitrator's fee and the administrative fees of arbitration.

e. Consent to Arbitration and Waiver of Rights.

NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY AND ALL DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE "DISPUTE RESOLUTION" PROVISION OF THIS AGREEMENT DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND AS SET FORTH IN SECTION 14 (d) OF THIS AGREEMENT AND YOU ARE GIVING UP ANY AND ALL RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT AND TO A JURY TRIAL. BY INITIALING IN THE SPACE BELOW, YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL UNLESS AND TO THE EXTENT THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE "DISPUTE RESOLUTION" PROVISIONS OF THIS AGREEMENT. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION IS VOLUNTARY. THE UNDERSIGNED HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE "DISPUTE RESOLUTION" PROVISION OF THIS AGREEMENT TO NEUTRAL ARBITRATION AS SET FORTH AND PURSUANT TO THE PROCEDURES SET FORTH IN SECTIONS 14 (a) – (e) OF THIS AGREEMENT.

15. ACCEPTANCE

IN WITNESS WHEREOF, the parties hereto have caused this Information Technology Services Agreement to be signed by their duly authorized representatives as of the date set forth below.

Accepted by:

Steve Petty	Executech	Date
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Andre Pichly	Cameron Park Community Services	Date
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APPENDIX A – SERVICE LEVEL AGREEMENTS

Response Time and Service Level Agreement

Service Priorities	Response Time	Resolution Plan
Critical*	Within 30 minutes	4 hours
Priority	Within 2 hours	1 business days
Normal	Within 1 business day	2 business days

Service Priorities Definitions

Critical*	Critical network components or system down affecting multiple users. Example – Server down, network communication down.
Priority	Single component fails. A work around is not available. Example – Single workstation failure. No spare workstations available.
Normal	Software or hardware request, configuration change or update, enhancement or new user.

*Executech designation

Hours of Service

Live Help Desk Services are available 24/7/365. Critical issues will be escalated and handled by our on-call technical team.

APPENDIX B – FEES AND PAYMENT SCHEDULE

a. Monthly Fees

Client will pay Service Provider a MSA “Base Fee” of **\$2,466.00** per month in consideration of the **Proactive plan** selected. This includes the following:

Proactive Managed Services Monthly Pricing Summary:				
	Monthly Services Pricing:	Count:	Program Price:	Monthly Fee:
	User / Device Count	25	\$60.00	\$1,500.00
	Server Count (Physical, Virtual & Backup)	5	\$130.00	\$650.00
	Site Count (Includes 1 Switch & 1 Firewall)	2	\$150.00	\$300.00
	Storage Device Count	0	\$50.00	\$0.00
	Backup Device Count (Datto/Acronis)	1	\$50.00	\$50.00
	Network Device Count (Switches, Firewalls, WAPs)	9	\$25.00	\$225.00
	Enhanced Anti-Virus (Workstations)	0	\$5.00	\$0.00
	Subtotal Monthly Services Pricing:			\$2,725.00
	Monthly Add-ons:			
	Discount	1	(\$530.00)	-\$530.00
	Annual Escalation 2018-2022	1	\$271.00	\$271.00
	SPAM email filtering	0	\$0.00	\$0.00
	Web Filtering	0	\$0.00	\$0.00
	Data Center Hosting	0	\$0.00	\$0.00
	Total Monthly Services Pricing:			\$2,466.00
<p>Client will pay Service Provider a MSA "Base Fee" of \$2,466.00 per month in consideration of the Proactive plan above in addition to the Variable Costs for additional services below. Variable pricing are based on quantity of licenses and usage. Variable pricing is subject to change based on third party increases in pricing.</p>				
Variable Costs for Additional Services				
	Monthly Add-ons:			
	Datto service subscription (Fire)	1	\$123.75	\$123.75
	Datto infinite cloud (CSD)	1	\$426.31	\$426.31
	Office 365 basic	10	\$5.00	\$50.00
	Office 365 standard	13	\$12.50	\$162.50
	Office exchange online plan 1	1	4	\$4.00
	Total Additional Services Pricing:			\$766.56

Refer to 4.a. Fees and Payment Schedule

APPENDIX C - ACH AUTHORIZATION FORM



Recurring Charge Authorization: The undersigned consents and permits Executech to charge my bank account specified below for the amount due from me for all open invoices on my account. I release Executech from any and all claims arising from the use of this service. I understand and agree that Executech may continue to charge such amounts to my bank account until receiving notification from me that I have withdrawn this consent and permission, at which time Executech shall cease charging any such amounts to my bank account. ACH payments are processed the last Tuesday of every month.

Please print in blue or black ink.

APPLICANT'S INFORMATION

LAST NAME:	FIRST NAME:	MIDDLE NAME:
<hr/>		
BUSINESS NAME:		
<hr/>		
BILLING ADDRESS:		
<hr/>		
PHONE NUMBER:		
<hr/>		
EMAIL ADDRESS:		
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PAYMENT INFORMATION

NAME ON ACCOUNT: _____

BANK NAME: _____

PERSONAL/BUSINESS: _____

CHECKING/SAVINGS: _____

ROUTING NUMBER: _____

ACCOUNT NUMBER: _____

PAYMENT AUTHORIZATION

ACCOUNT HOLDER'S SIGNATURE: _____

DATE: _____

**RESOLUTION NO. 2022-06
of the Board of Directors
of the Cameron Park Community Services District
April 20, 2022**

**APPROVING THE 2022 MANAGED SERVICES AGREEMENT BETWEEN THE CAMERON
PARK COMMUNITY SERVICES DISTRICT AND EXECUTECH**

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

WHEREAS, the District's General Manager entered into a one-year Managed Services Agreement in June 2017; and

WHEREAS, the contract was amended by the District to extend the agreement for an additional year in May 2018, and;

WHEREAS, the contract was again amended by the District to extend the agreement by an additional three years in August of 2019, and;

WHEREAS, the current amendment to the original agreement is set to expire on May 21, 2022, and;

WHEREAS, District staff are satisfied with the services that Executech has provided over the years and would like to continue to utilize their services.

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

1. Approves the 2022 Managed Services Agreement between the Cameron Park Community Services District and Executech; and
2. Authorizes the General Manager to sign and execute agreement.

PASSED AND ADOPTED by the Board of Directors of Cameron Park Community Services District, this 20th day of April 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

Director Felicity Wood Carlson, President
Board of Directors

André Pichly
General Manager



Agenda Transmittal

DATE: April 20, 2022

FROM: André Pichly, General Manager

AGENDA ITEM #8: **RESOLUTION DIRECTING PREPARATION OF THE ENGINEER'S REPORT FOR THE CONTINUATION OF THE ANNUAL ASSESSMENTS FOR THE LANDSCAPING AND LIGHTING ASSESSMENT DISTRICTS: AIRPARK, UNIT 6, UNIT 7, UNIT 8, VIEWPOINTE, GOLDORADO, UNIT 11, UNIT 12, CAMERON WOODS 1-4, BAR J15-A, BAR J15-A No. 2, BAR J 15-B, CREEKSIDE, EASTWOOD, DAVID WEST, CAMBRIDGE OAKS, NORTHVIEW, CAMERON VALLEY, CAMERON WOODS 8, SILVER SPRINGS AND BAR J14-A No. 2.**

RECOMMENDED ACTION: APPROVE RESOLUTION NO. 2022-07 WITH BOARD POLL VOTE

RECOMMENDATION

The Landscaping and Lighting Act of 1972 requires that an annual Engineer's Report be prepared by a licensed professional engineer and establishes other requirements for the continuation of the assessments. This Resolution directs SCI Consulting Group to prepare the Engineer's Report for the Cameron Park Community Services District (District) Landscaping and Lighting Assessment Districts (LLADs) as the first step in a three-step process to continue assessments for fiscal year 2022-2023.

DISUCSSION

Each year, an updated Engineer's Report, including updated budgets, scope of services, current legal justifications, and rate adjustments should be prepared by a California registered civil engineer. SCI Consulting Group will provide professional assessment engineering and administration services to justify the continued collection of the District's LLADs for Fiscal Year 2022-2023. The services provided by SCI will include the preparation of the Engineer's Report and preliminary assessment roll with the specific

assessment amount for each parcel. The Engineer's Report will be presented to the Board for preliminary approval in June of this year.

To continue to levy the assessments, staff is recommending that the Board approve the proposed Resolution to direct SCI Consulting Group, the assessment engineer, to prepare an Engineer's Report for Fiscal Year 2022-2023. This Engineer's Report will include:

- Proposed budgets for the assessments for Fiscal Year 2022-2023,
- Special and general benefit findings to support the assessments, the updated proposed assessments for each parcel within each of the landscaping and lighting districts,
- Proposed assessments per single family equivalent benefit unit for Fiscal Year 2022-2023.

After the Engineer's Report and assessment roll is completed, the reports will be brought back to the Board for review and consideration. If the Board preliminarily approves the Report, a noticed Public Hearing will be subsequently held to allow the public to provide input on the proposed budgets, services and continued assessments, and to allow the Board to make a final decision on the continuation of these important assessments. The Preliminary Engineer's Report is scheduled to be presented to the Board on June 15, 2022.

CONCLUSION

It is recommended that the Board approve Resolution No. 2022-07, which directs SCI Consulting Group to prepare the annual Engineer's Report for the District LLADs for Fiscal Year 2022-2023.

Attachment:

8A – Resolution No. 2022-07

RESOLUTION NO. 2022-07
of the Board of Directors
of the Cameron Park Community Services District
April 20, 2022

**A RESOLUTION DIRECTING PREPARATION OF THE ENGINEER'S REPORT
FOR THE CONTINUATION OF THE LANDSCAPING AND LIGHTING
ASSESSMENT DISTRICTS UNIT NUMBERS**

30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48 and 50
(Streets and Highways Code Section 22622)

WHEREAS, the Board of Directors of the Cameron Park Community Services District proposes to continue the annual assessments from July 1, 2022 to June 30, 2023 for Landscaping and Lighting Assessment District (LLADs) Units 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48 and 50; which were previously formed in accordance with the Landscaping and Lighting Act of 1972 (Streets and Highways Code Section 22500, et seq.); and

WHEREAS, the Streets and Highways Code Section 22622 requires the governing body of a local agency to adopt a resolution ordering the preparation of an engineer's report and to generally describe any proposed new improvements and/or substantial changes to an existing improvement prior to levying and collecting an annual assessment for an existing LLAD.

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

Section 1: The annual Engineer's Report for the following LLADs shall be prepared by SCI Consulting Group who is designated the Engineer of Work; thereafter the Report shall be filed with the Board Secretary for submission to the Board of Directors:

Unit 30	Airpark Estates	Unit 40	Bar J #15B Merrychase
Unit 31	Formerly Unit 6	Unit 41	Creekside
Unit 32	Formerly Unit 7	Unit 42	Eastwood Park
Unit 33	Formerly Unit 8	Unit 43	David West Park
Unit 34	Viewpointe	Unit 44	Cambridge Oaks
Unit 35	Goldorado	Unit 45	Northview
Unit 36	Formerly Unit 11	Unit 46	Cameron Valley Estates
Unit 37	Formerly Unit 12	Unit 47	Cameron Woods 8
Unit 38	Cameron Woods #1-4	Unit 48	Silver Springs
Unit 39	Bar J #15A Country Club	Unit 50	Bar J #15A No. 2

Section 2: Any new improvements and/or substantial changes in existing improvements that are proposed to be paid for from the Fiscal Year 2022-2023 annual assessments will be specified in the Engineer’s Reports.

Section 3: This Resolution is adopted pursuant to Section 22622 of the Streets and Highways Code.

PASSED AND ADOPTED by the Board of Directors of the Cameron Park Community Services District, at a regularly scheduled meeting, held on the 20th day of April 2022, by the following vote of said Board:

AYES:

NOES:

ABSENT:

ATTEST:

Director Felicity Wood Carlson, President
Board of Directors

André Pichly
General Manager



Agenda Transmittal

DATE: April 20, 2022

FROM: André Pichly, General Manager

AGENDA ITEM #9: **RESOLUTION No. 2022-07 DIRECTING AUDITOR OF EL DORADO COUNTY TO LEVY AND COLLECT ASSESSMENTS FOR THE FISCAL YEAR 2022-23**

RECOMMENDED ACTION: Adopt Resolution No. 2022-08 with Board Poll Vote

In 1985, AB 1350 was passed allowing the Cameron Park Community Services District (District) to enforce Covenants, Conditions, and Restrictions (CC&Rs) for each subdivision within the District and to assume the duties of the Architectural Review Committee. That same year, the voters authorized the District to adopt and levy a special tax of up to \$12 per year on each parcel of land within the District.

As has been the practice, the District has authorized the El Dorado County Tax Collector to include such assessments on the tax roll of the County and provide receipts to the District, less any established fees and collection costs as established by the County for these services.

Attachment

9A – Resolution No. 2022-08

RESOLUTION NO. 2022-08
of the Board of Directors
of the Cameron Park Community Services District
April 20, 2022

DIRECTING AUDITOR OF EL DORADO COUNTY TO LEVY AND COLLECT
ASSESSMENTS FOR FISCAL YEAR 2022-23

RESOLUTION AUTHORIZING COVENANTS, CONDITIONS AND RESTRICTIONS
ASSESSMENT DISTRICT FOR 2022-2023

WHEREAS, the assessment of property parcels within the Cameron Park Community Services District (District), by vote of the registered voters, is administered by the Cameron Park Community Services District; and

WHEREAS, AB1350, approved by the Governor, September 24, 1985, now authorizes the District to enforce the Covenants, Conditions, and Restrictions adopted for each subdivision within the District and to assume the duties of the Architectural Control Committee; and

WHEREAS, on November 5, 1985, the voters authorized the Board of Directors to adopt and levy a special tax of up to \$12 per year on each parcel of land within the District.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Cameron Park Community Services District does hereby establish a twelve-dollar (\$12) assessment per parcel, with designated exemptions, herewith for Fiscal Year 2022-2023; and

BE IT FURTHER RESOLVED, that the Tax Collector of the County of El Dorado be requested to include such assessments on the tax roll of the County and provide receipts to the District less any established fees and collection costs as established by the County for these services.

PASSED AND ADOPTED by the Board of Directors of the Cameron Park Community Services District, at a regularly scheduled meeting, held on the 20TH day of April 2022, by the following vote of said Board:

AYES:

NOES:

ABSENT:

ATTEST:

Director Felicity Wood Carlson President
Board of Directors

André Pichly
General Manager



Budget and Administration Committee
Tuesday, April 5, 2022
6:45 p.m.

Cameron Park Community Center – Social Room

2502 Country Club Drive
Cameron Park, CA 95682

Agenda

Members: Chair, Felicity Wood Carlson (FC), Vice-Chair, Director Sidney Bazett (SB)
Alternate Director Eric Aiston (EA)
Staff: André Pichly, General Manager; Christina Greek, Finance/HR Officer

CALL TO ORDER

ROLL CALL

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

ADOPTION OF AGENDA

APPROVAL OF CONFORMED AGENDA

1. Conformed Agenda – Budget & Administration Committee Meeting – March 8, 2022

OPEN FORUM

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

DEPARTMENT MATTERS

- 2. Fire Prevention Specialist Job Description (S. Moranz)**
- 3. Staff Updates**
 - a. Check Register Review (C. Greek)
 - b. Finance & Admin Staff Report (C. Greek)
- 4. Items for Future Committee Meetings**
- 5. Items to take to the Board of Directors**

MATTERS TO AND FROM COMMITTEE MEMBERS & STAFF

ADJOURNMENT

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



Covenants, Conditions & Restrictions (CC&R) Committee
Monday, April 4, 2022
5:30 p.m.

Cameron Park Community Center – Social Room

2502 Country Club Drive
Cameron Park, CA 95682

Agenda

Members: Chair, Kelly Kantola (KK) V. Chair, Director Ellie Wooten (EW) Candace Hill-Calvert (CHC),
Tim Israel (TI), Director Eric Aiston (EA),
Alternate: Monique Scobey (MS)

Staff: General Manager André Pichly, CC&R Compliance Officer Jim Mog

CALL TO ORDER

ROLL CALL

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

APPROVAL OF AGENDA

APPROVAL OF CONFORMED AGENDA

1. Conformed Agenda – CC&R Meeting – March 7, 2022

OPEN FORUM

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

DEPARTMENT MATTERS

2. Monthly Staff Report

- a. Open Violations, CC&R Violation Manager Case Detail Report (written report)
 - o Total Cases Open = 42
 - Initial Notices – 2
 - Referred to Legal – 0
 - Pre-Legal Notices – 0
 - Final Notices - 5
 - o Courtesy Notices – 17
 - o Prior Month’s Cleared Cases – 6
 - o Prior Month’s New Cases - 7

- b. Architectural Review Projects – Period – February 2022
 - o Projects Reviewed – 33
 - o Approved – 33

3. Staff Updates

- a. Neighborhood Campaign Update (oral, J. Mog)
 - Cameron Valley Estates – Completed
 - Cameron Park N. Unit 7 – In progress

4. Items for Future CC&R Committee Agendas

5. Items to take to the Board of Directors

MATTERS TO AND FROM COMMITTEE MEMBERS & STAFF

ADJOURNMENT

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



Fire and Emergency Services Committee
Tuesday, April 5, 2022
5:30 p.m.

Cameron Park Community Center – Social Room

2502 Country Club Drive
Cameron Park, CA 95682

Agenda

Members: Chair, Director Eric Aiston (EA) & Vice Chair, Director Sidney Bazett (SB)
Alternate, Director Felicity Wood Carlson (FC)

Staff: General Manager André Pichly, Chief Sherry Moranz

CALL TO ORDER

ROLL CALL

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

ADOPTION OF AGENDA

APPROVAL OF CONFORMED AGENDA

1. Conformed Agenda – Fire & Emergency Services Committee Meeting – March 8, 2022

OPEN FORUM

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

DEPARTMENT MATTERS

2. General Business

- a. Fire Wise Community discussion

3. Staff Updates

- a. Fire Department Report (J. Agustin)

4. Items for Future Committee Agendas

- a. First Responder Fee Ordinance and Hardship Waiver

5. Items to take to the Board of Directors

MATTERS TO AND FROM COMMITTEE MEMBERS & STAFF

ADJOURNMENT

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



Parks & Recreation Committee
Monday, April 4, 2022
6:30 p.m.

Cameron Park Community Center – Social Room

2502 Country Club Drive
Cameron Park, CA 95682

Agenda

Members: Chair, Director Monique Scobey (MS), Vice-Chair, Ellie Wooten (EW)
Alternate: Director Sidney Bazett (SB)

Staff: General Manager André Pichly, Parks & Facilities Superintendent Mike Grassle,
Recreation Supervisor Kimberly Vickers

CALL TO ORDER

ROLL CALL

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

APPROVAL OF AGENDA

APPROVAL OF CONFORMED AGENDAS

1. Conformed Agenda – Parks & Recreation Committee Meeting – February 7, 2022

OPEN FORUM

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

DEPARTMENT MATTERS

2. Pickleball at Cameron Park Lake - discussion (A. Pichly, M. Grassle)

- neighbor concerns over noise generated by pickleball play

3. Staff Oral & Written Updates

a. Recreation Report (K. Vickers)

b. Parks & Facilities Report (M. Grassle)

4. Items for May & Future Committee Agendas

a. Conduct in Parks - Ordinance No. 2001-01

5. Items to take to the Board of Directors

MATTERS TO AND FROM COMMITTEE MEMBERS

ADJOURNMENT