



CAMERON PARK COMMUNITY SERVICES DISTRICT

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

Revised AGENDA

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

REGULAR BOARD MEETING Wednesday, July 18, 2018 6:30 p.m.

Board Members

Holly Morrison	President
Margaret Mohr	Vice President
Monique Scobey	Board Member
Greg Stanton	Board Member
Ellie Wooten	Board Member

Notice to the Public

An AGENDA in FINAL FORM is located in the Reception area in the District Office and posted at each of the Cameron Park Fire Stations and on the District's website at www.cameronpark.org. Support material is available for public inspection at the District Office and on the District website. Sessions of the Board of Directors may be recorded and members of the audience are asked to give their name and address before addressing the Board.

Any written document that relates to an agenda item for an open session of a regular meeting of the Board of Directors which is distributed less than 72 hours prior to the meeting, is available for public inspection at the same time the writing is distributed to the members of the Board of Directors. Such written documents will be made available at the District Office and on the District website.

The Cameron Park Community Services District (CPCSD) is committed to ensuring that all persons are provided the resources to participate in its public meetings. For the public's information, we are now taking email requests for future notification of Community Services District meetings. Please contact the District office at 530-677-2231 or cpcsd@cameronpark.org if you require public documents in alternate formats or accommodation during public meetings.

CALL TO ORDER

1. Roll Call
 2. 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.

3. Adopt the Agenda
-

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.

- Certificates of Appreciation for Summer Spectacular Volunteers – West Side Church, El Dorado County Sheriff's Explorers, Civil Air Patrol and Cameron Park Fire Explorers
 - Introduction of Kate Magoolaghan – new Covenants, Conditions and Restrictions (CC&R) Compliance Officer
 - Community Center One Ten-year Warranty Status – Brad Epstein, Partner, Angius & Terry, LLP
-

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 #7 to be discussed and acted upon individually.

4. Conformed Agenda - Board of Directors Meeting, June 20, 2018
 5. Staff Reports
 - a. General Manager, Summary of CSDA General Manager Leadership Summit
 - b. Administration Department
 - c. Fire Department
 - d. Recreation Department
 - e. Parks & Facilities Department
 - f. Covenants, Conditions & Restrictions (CC&R) Department
 6. "How They See Us" Results of State Wide Poll Regarding Special Districts
-

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. Comment during the Open Forum is limited to four minutes per person. Public testimony will be received on each agenda item as it is called. Principal party on each side of an issue (where applicable) is allocated 10 minutes to speak, individual comments are limited to four minutes except with the consent of the Board, individuals shall be allowed to speak on an

Revised AGENDA

item only once. The Board reserves the right to waive said rules by a majority vote. For the public's information, we are now taking email requests for future notification of Community Services District meetings.

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.

7. Items removed from the Consent Agenda for discussion
 8. **PRESENTATION and DISCUSSION** Bell Woods New Housing Development
 9. **PUBLIC HEARING - APPROVE** Resolution No. 2018-14 Approving Engineer's Report, Confirming Diagram and Assessment and Directing Auditor of El Dorado County to Continue and to Collect Assessment for Fiscal Year 2018/19
 10. **APPROVE** Resolution 2018-15 and Agreement with El Dorado County Emergency Services Authority for Ambulance Services
 11. **REVIEW AND COMMENT** Budget Plan of Action to Address Deficit Spending
-

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. General Matters to/from Board Members and Staff
 13. Local Area Formation Commission (LAFCO)
 14. Committee Reports
 - Budget & Administration
 - Covenants, Conditions & Restrictions (CC&R)
 - Fire & Emergency Services
 - Parks & Recreation
-

ADJOURNMENT



CAMERON PARK COMMUNITY SERVICES DISTRICT

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CONFORMED AGENDA

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Third Wednesday of the Month

REGULAR BOARD MEETING Wednesday, June 20, 2018 6:30 p.m.

6:00 – 6:30 Ice Cream Social in honor of Lyle Eickert's retirement

Board Members

Holly Morrison	President
Margaret Mohr	Vice President
Monique Scobey	Board Member
Greg Stanton	Board Member
Ellie Wooten	Board Member

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CONFORMED AGENDA

CALL TO ORDER - 6:33 p.m.

1. Roll Call – *HM, MM, MS, GS, EW*
 2. 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.

3. Adopt the Agenda

Motion to adopt the agenda.

MS/MM – motion passed

Ayes – HM, MM, MS, GS, EW

Noes – None

Abstain – None

Public Comment – None

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.

- Recognition of Covenants, Conditions & Restrictions (CC&R) Compliance Officer Lyle Eickert
 - Recognition of Joshua Walker regarding his accomplishments as Intern at White House
 - Presentation by El Dorado County Supervisor Shiva Frentzen
-

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.

Motion to approve the Consent Agenda with the following changes:

- *Remove agenda item #6.*
- *Move agenda item #7 from the Consent Agenda for discussion (to #8).*

GS/MM – motion passed

Ayes – HM, MM, MS, GS, EW

Noes – None

Abstain – None

Public Comment – None

CONFORMED AGENDA

4. Conformed Agenda - Board of Directors Meeting, May 16, 2018

5. Staff Reports

- a. General Manager
- b. Recreation Department
- c. Parks & Facilities Department
- d. Covenants, Conditions & Restrictions (CC&R) Department

(Note: typical Fire and Administration departments' reports are not included this month due to efforts to produce the budget and weed abatement reports and accompanying documents.)

6. **APPROVE** Resolution No. 2018-13 and Memorandum of Understanding between Cameron Park Community Services District and Cameron Park Community Services District Employees Association

This item was removed from the agenda.

7. **APPROVE** Support of Assembly Bill 2258

This item was move to #8 for discussion.

OPEN FORUM FOR NON-AGENDA ITEMS

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Dave Gelber, Bill Carey, Felicity Wood

CONFORMED AGENDA

GENERAL BUSINESS

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

8. Items removed from the Consent Agenda for discussion

APPROVE Support of Assembly Bill 2258.

Motion to support Assembly Bill 2258.

GS/MM – motion passed

Ayes – MM, MS, GS, EW

Noes – None

Abstain – HM

Public Comment – Supervisor Shiva Frentzen

9. **APPROVE** El Dorado Disposal/Waste Connections rate adjustment Resolution No. 2018-08

Motion to approve the El Dorado Disposal/Waste Connections rate adjustment Resolution No. 2018-08.

GS/MS – motion passed

Ayes – HM, MM, MS, GS, EW

Noes – None

Abstain – None

Public Comment – None

10. **PUBLIC HEARING – RECEIVE** General Manager's Report regarding weed abatement costs; **APPROVE** Resolution No. 2018-12 to exercise District's authority to abate weeds and rubbish and collect costs on properties on which said weeds and rubbish constitute a public nuisance

Motion to approve Resolution No. 2018-12 to exercise District's authority to abate weeds and rubbish and collect costs on eight of the nine properties on which said weeds and rubbish constitute a public nuisance as one property is in contention.

MS/GS

CONFORMED AGENDA

Amended Motion - Approve Resolution No. 2018-12 to exercise District's authority to abate weeds and rubbish and collect costs on all nine properties on which said weeds and rubbish constitute a public nuisance.

MS/GS – motion passed

Ayes – HM, MM, MS, GS, EW

Noes – None

Abstain – None

Public Comment – William Morgan, Supervisor Shiva Frentzen

11. **PUBLIC HEARING - APPROVE** Resolution No. 2018-09 Establishing Appropriations Limitation for Fiscal Year 2018/19

Motion to approve Resolution No. 2018-09 Establishing Appropriations Limitation for Fiscal Year 2018/19.

MS/GS – motion passed

Ayes – HM, MM, MS, GS, EW

Noes – None

Abstain – None

Public Comment –

12. **PUBLIC HEARING – APPROVE** Preliminary Budget for Fiscal Year 2018/19

Motion to approve the preliminary budget for fiscal year 2018/19 with the caveat that staff come back to the Board in August with options to balance the budget.

MS/MM – motion passed

Ayes – HM, MM, MS, GS, EW

Noes – None

Abstain – None

Public Comment – Barbara Rogers, Supervisor Shiva Frentzen, Dave Gelber, Bill Carey

CONFORMED AGENDA

13. **APPROVE** Cooperative Fire Programs Fire Protection Reimbursement Agreement Between Cameron Park Community Services District And CAL FIRE For Fire And Emergency Services, For A Term July 1, 2018 To June 30, 2020.

Motion to approve the cooperative fire programs fire protection reimbursement agreement between Cameron Park Community Services District and CAL FIRE for fire and emergency services for a term July 1, 2018 to June 30, 2023.

MS/EW – motion passed

Ayes – HM, MM, MS, GS, EW

Noes – None

Abstain – None

Public Comment – Lydia Roseby, Barbara Rogers, Dave Gelber, Supervisor Shiva Frentzen, Bill Carey, Dennis Thomas

14. **APPROVE** Resolution No. 2018-10 preliminarily approving Engineer's Report and providing Notice of Hearing for the LLADs

Motion to approve Resolution No. 2018-10 preliminarily approving Engineer's Report and providing Notice of Hearing for the LLADs.

MM/EW – motion passed

Ayes – HM, MM, MS, GS, EW

Noes – None

Abstain – None

Public Comment – None

BOARD INFORMATION ITEMS

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

15. General Matters to/from Board Members and Staff

MM – Will not be at the July Board meeting.

MS – Thanked staff and the public for staying at this long meeting.

HM – Reminded everyone to come to the Trucks & Tunes.

JR – The July committee meetings will be held during the second week in July instead of the first week.

CONFORMED AGENDA

16. Local Area Formation Commission (LAFCO)

The 2018/19 budget is the current item.

17. Committee Reports

- Budget & Administration

Everything has already been covered.

- Covenants, Conditions & Restrictions (CC&R)

Lyle will be missed and the new CC&R Compliance Officer will be introduced at the July Board meeting.

- Fire & Emergency Services

A weed abatement update was provided.

- Parks & Recreation

Discussed the Summer Spectacular and secondhand smoke.

ADJOURNMENT – 11:48 p.m.

Agenda Transmittal

DATE: July 18, 2018

FROM: Jill Ritzman, General Manager

AGENDA ITEM #5A: **GENERAL MANAGER'S REPORT**

RECOMMENDED ACTION: Receive and File.

The District welcomes Kate Magoolaghan to the staff, new Covenants, Conditions & Restrictions (CC&R) Compliance Officer. Kate was selected by a panel due to her professional background in real estate and mortgages, and because she possessed the qualities that the CC&R Committee felt were important. Please join me in welcoming Kate to the District.

I participated in the Commission on Aging and El Dorado Solid Waste Advisory Committee meetings. In addition, I attended the Regional Transportation Plan meeting hosted by the El Dorado County Transportation Commission, updating the area's transportation plan for 2020-2040. Cameron Park residents, the Lindell's were also present and advocated for consideration of seniors living in the County.

County staff and I renewed conversations to have the Community Center serve as an evacuation shelter in case of emergencies. More details needs to be worked-out, including a possible back-up generator. PG&E staff and I discussed possibilities of the District losing power during high fire dangers. CAL FIRE staff are in process of procuring back-up power for Station 88.

Julie Samrick, writer for Cameron Park Life and I met regarding District business. I also met with residents living on Placitas about their ongoing frustration due to the Community Center overflow parking in their neighborhood. I am working with County Department of Transportation staff regarding alternatives.

Lastly, I was privileged to attend the Californian Special District Association General Manager Leadership Summit on a scholarship in late June. Attached is a report about the conference and outlining the sessions attended.

California Special District Association
General Manager Leadership Summit
June 24-26, 2018

By: Jill Ritzman, General Manager
Workshops Attended and Information Collected

Sunday, June 24, all day

Topic - So You Want to Be a General Manager?

50 attendees from Special Districts through-out the State

- Panel Discussion from veteran General Managers, Role and Skill Sets of a General Manager
- Small Group/Table Conversations and Sharing with Larger Group
 - Identifying key traits
 - Assessing the “fit”
 - Board and General Manager relationships
 - Executive Recruitments
 - Continuing Learning Opportunities and Resources

Monday, June 25

Larger Conference Begins

250/300 attendees – Board members, General Managers, managers

20 Exhibitor present throughout the day, representing software companies, consultants, banking, insurance, and more

General Sessions in morning

- **Keynote Speaker, Chip Eichelberger – “Getting Switched On!”**
- **“How They See Us,” Review of State Wide Poll by Researchers**

Break-out Sessions attended

- **Strategies to Manager Pension Costs** – Presentation by attorney from Leibert, Cassidy, Whitmore to define and discuss topic. Two agencies, North Tahoe Fire Protection District and Irvine Ranch Water District discussed their agency’s strategies to address; topics included manager employee salaries and benefits to control increases in pension and investing in a 115 Trust.
- **Special Tax Approval at 50%, the Upland Decision** - Presentation by SCI Consulting Group and an attorney about a recent, successful initiative by voters to initiate a new tax in community.

Tuesday, June 26

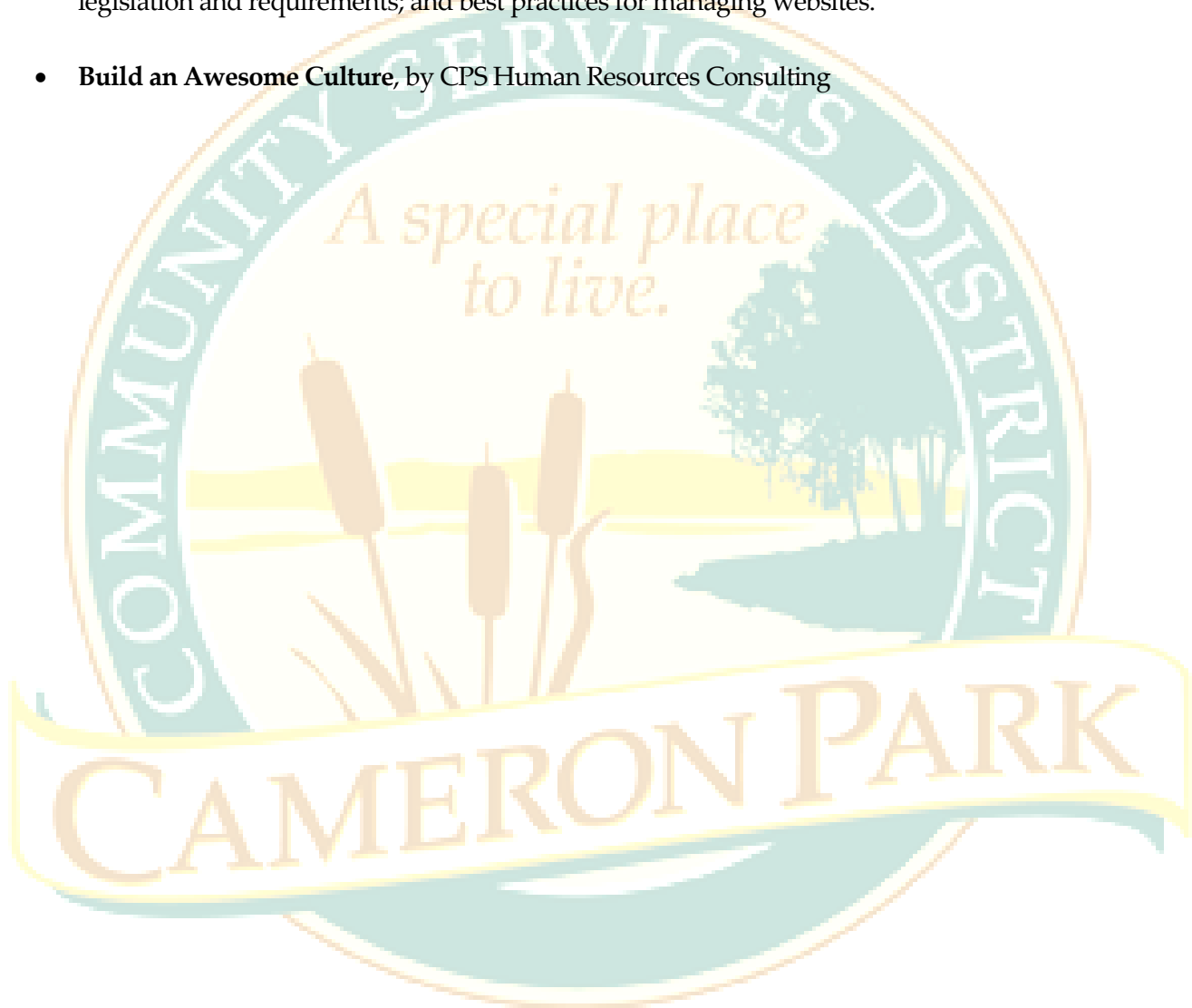
General Sessions

Keynote Speaker: Colette Carlson, “The Language of Leadership”

State Capital Insights for District Leaders, by CSDA

Break-out Sessions

- **Special District Website Requirements**, by Streamline. Review of past, current and new legislation and requirements; and best practices for managing websites.
- **Build an Awesome Culture**, by CPS Human Resources Consulting



Agenda Transmittal

DATE: July 18, 2018

FROM: Vicky Neibauer, Finance and Human Resources Officer

AGENDA ITEM #5B: **Administration Report**

RECOMMENDED ACTION: Receive and File

On the IT Front

- Our band width has now been increased and our server has been replaced. After server reconfiguration, we can complete our transition to UMPQUA bank based merchant services and move forward with RecTrac updates. Refresher RecTrac training has been provided to Administrative staff. This training will continue as RecTrac updated modules become active.
- Four post warranty computers (budgeted) are scheduled to be replaced along with one for the Covenants Conditions & Restrictions (CC&R) Office (funded with CC&R fund balance) which is also sorely in need of replacement.
- Implementation of Abila, our in-house financial system, continues with a goal of a September 'go live' date. We held our first 'discovery' meeting with the vendor to talk about system requirements, data requirements, reports, inputs and outputs, and other implementation issues. We are currently working on:
 - Developing, editing the chart of accounts;
 - Developing, editing the vendor listing; and
 - Pulling transitional data from FinTrac to further manipulate for upload into Abila.

Human Resources

- Seasonal summer hiring is winding down.
- The hiring process for Kate Magoolaghan, CC&R Compliance Officer, behind Lyle Eickert, CC&R Compliance Officer retirement has been completed.

Budget/Finance

- Budget work continues. Staff meet a developed a list of ideas for cost savings and efficiencies to providing services some which will be initiated now with the budget savings included in the final budget. Others will require further review and will be brought forward separately.

- CalPERS Health Care Plans will increase effective January 1, 2019. CalPERS Basic Health Maintenance Organization (HMO) health plan premiums will increase an average .37%. Preferred Organization (PPO) health plan premiums will increase an average 2.83%. CalPERS Medicare plan enrollee premiums will increase an average 1.37%. Finally, the CalPERS Public Employees' Medical and Hospital Care Act (PEMHCA) administration fee has been reduced from .33% to .23%.
- We are currently calculating the tax rate for coverage of the General Obligation Bond payments in the 2018/19 Fiscal Year. The Resolution for setting this tax rate will be coming to the Board at the August Board meeting.
- Staff has reviewed the letter from the public accounting group of El Dorado and is preparing a response for review by the Budget and Administration Committee in August.



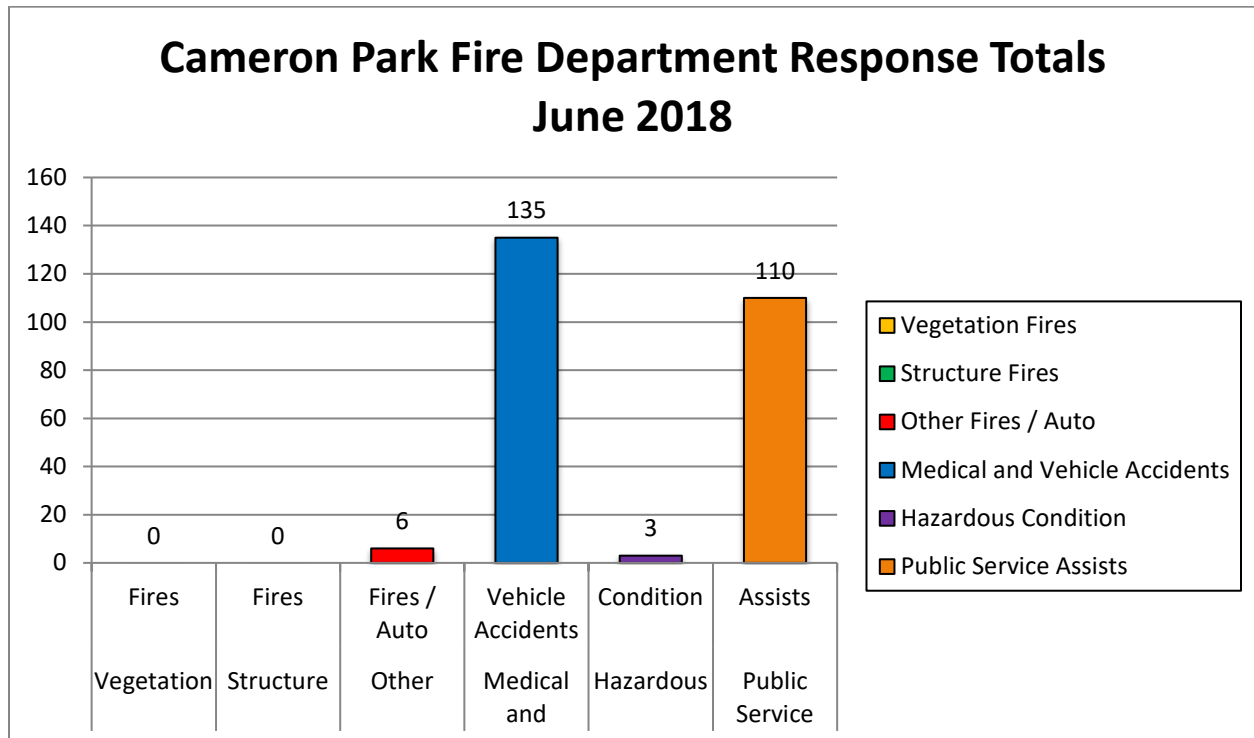


CAMERON PARK FIRE DEPARTMENT STAFF REPORT

To: Board of Directors
From: Mike Smith, Battalion Chief
Regarding #5c: Fire Department Report for the July 18, 2018 - Board Meeting

Recommended Action: Receive and File

Incidents for the Month of June 2018

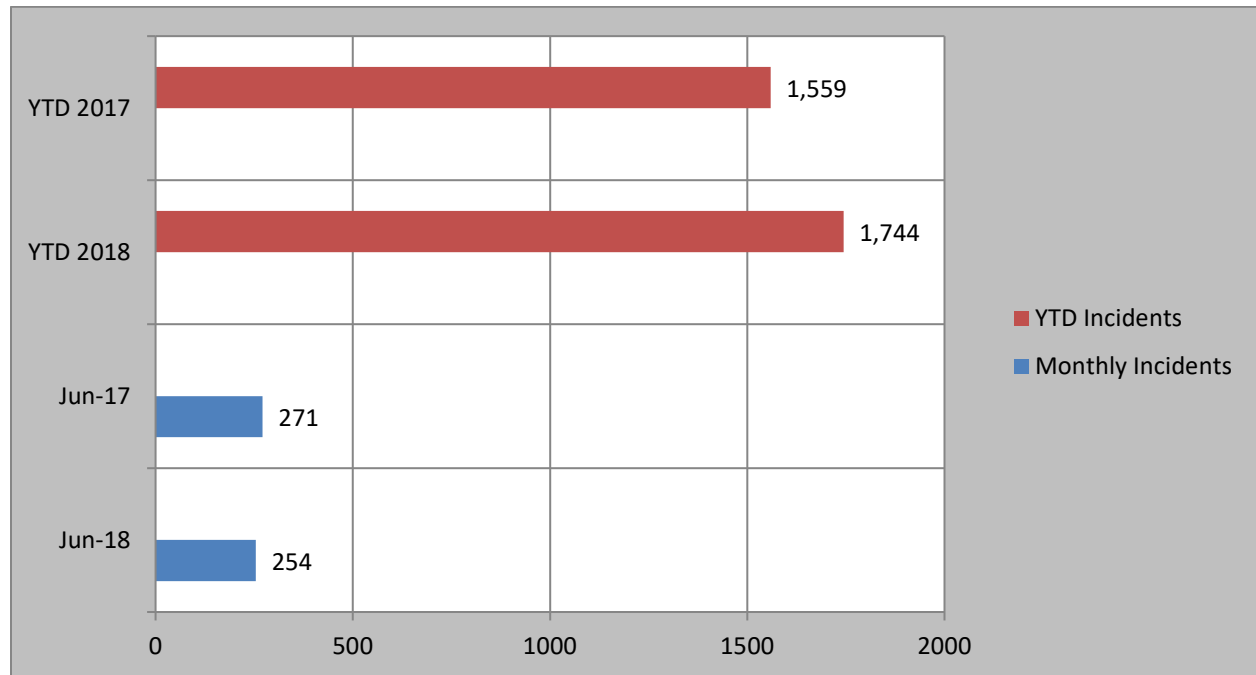


Incidents have decreased by 4% for the month of June compared to 2017.

Total incidents have decreased by 6% for the calendar year compared to 2017.



CAMERON PARK FIRE DEPARTMENT STAFF REPORT



PUBLIC OUTREACH EVENTS

- Station 88 and Station 89 CAL FIRE personnel, along with the Cameron Park Fire Explorers and Resident Firefighters, dedicated several weeks preparing the Incident Action Plan (IAP) for the Summer Spectacular. Chief Smith prepared all the permits and contracts for the fireworks themselves.
- We have 14 new Resident Firefighter who were recruited from the Sierra College Firefighter I Academy. Station 88 and Station 89 provide outfitting each of these recruits with personal protective equipment and fire and rescue training.

FIRE DEPARTMENT OPERATIONS AND ADMINISTRATION

Incidents

There were no significant incidents within Cameron Park during June

Apparatus

No changes in the district apparatus in June

Stations

Station 89 had the asphalt on the east side repaired and the whole parking lot was sealed and new parking stalls were painted.



CAMERON PARK FIRE DEPARTMENT STAFF REPORT

FIRE PREVENTION

Weed Abatement Update

OVERVIEW OF CAMERON PARK WEED AND RUBBISH ABATEMENT

- See July Fire Committee Update Summary attachment.

ON GOING DEVELOPMENT PROJECTS

- Bass Lake Estates – 36 lot, single family residential subdivision
- Sierra Sunrise – 18 lot, single family residential subdivision
- Brooks – 4 lot, single family residential subdivision
- Cameron Hills – 41 lot, single family residential
- Rancho Tierra – 86 lot single family residential subdivision
- Cameron Ranch - 42 lot, single family residential subdivision
- Creekside Apartment Complex – 24 units, 3 commercial buildings with offices
- Bell Woods – 54-lot single family residential subdivision
- Ponte Palmero Phase 2
50,510 square feet, 44 unit Community Care Facility, 53,690 square feet, 46 room Assisted Living Facility and a 11,450 square feet Club House.
- Cameron Glen Estates Phase 5 – 15 single family residential subdivision
6 out of 15 homes finalized on 7/12/18
- New Building - New West Haven II – 15 bed, residential care facility
- New Building – 4 Plex off La Crescenta Dr.

TENANT IMPROVEMENT PROJECTS

- New Building – Chevron Gas Station, Carwash, Convenience Store and Restaurant
- New Building – 3450 Coach Ln. – Gilmore Heating & Air
- ~~Tenant Improvement – 2580 Merrychase Dr. – Arco AM/PM Carwash Extension –~~
Finalized on 7/12/18
- Tenant Improvement – 2580 Merrychase Dr.
- Tenant Improvement – 3077 Ponte Morino Dr.
- Tenant Improvement - 3079 Ponte Morino Dr.
- Tenant Improvement - 3380 Coach Ln.
- Tenant Improvement – 3356 Coach Ln.
- Tenant Improvement – 6137 Palmero Cir.
- Tenant Improvement – 6137 Palmero Cir.
- Tenant Improvement – 6145 Palmero Cir.
- Tenant Improvement – 3501 Palmer Dr.



CAMERON PARK FIRE DEPARTMENT STAFF REPORT

- Tenant Improvement – 3581 Palmer Dr.
- Tenant Improvement – 3450 Palmer Dr.
- Tenant Improvement – 4070 Cameron Park Dr.
- Tenant Improvement – 3959 Cameron Park Dr.
- Tenant Improvement – 2650 Cameron Park Dr., Unit#290
- Tenant Improvement – 3931 Cambridge Rd.
- Tenant Improvement – 2391 Merrychase Dr.
- Tenant Improvement – 2480 Merrychase Dr.
- Tenant Improvement – 3950 Cambridge Rd.
- Tenant Improvement – 3960 Cambridge Rd.
- Tenant Improvement – 3201 Royal Dr.
- Tenant Improvement – 3332 Heights Dr.
- Tenant Improvement – 3460 Robin Ln.



CAMERON PARK FIRE DEPARTMENT STAFF REPORT

- Received approximately... 96 calls from lot owners, contractors, concerned citizens, in the month of June.
- Abatement completed for 9 lien properties
 - 1 property owner cleared 80% of his lot on May 31
- Public Hearing held at the June 20 CSD Board Meeting
 - Owner of 3090 Cambridge showed up to the Hearing
 - Board voted unanimously to confirm the Cost Report
- Demand for Payment/Invoice letters sent to Lien Property Owners via overnight mail on June 29, 2018. Payment is due to the CSD no later than August 1, 2018. If payment is not received, the Lien Packet will be submitted to the Assessor's Office by August 31 (new date due to APN system changes) Liens will be placed on the 2018/2019 Tax Roll for collection.
- Field complaints via phone and emails from local concerned citizens regarding weed abatement on both improved and unimproved lots. We are in process of following up with each caller to understand the nature of the complaint and contacting the property owners to try to get their properties cleared. Completed and logged research on these properties. Tried to contact the individual lot owners and contacted the residents to let them know the status of the research. In some cases, the properties are not in our jurisdiction so the information was forwarded to the correct department.
- Audrey, Mary and Melissa have been making phone calls to follow up with vacant lot owners who are still not in compliance with our ordinance.
- **75% of vacant lots in compliance with the ordinance to date**

Agenda Transmittal

DATE: July 18, 2018

FROM: Tina Helm, Recreation Supervisor

AGENDA ITEM #5D: Recreation Department Report

RECOMMENDED ACTION: Receive and File

- Facility Use Report: Please find the scheduled rentals from Fiscal Years 2016/17 and 2017/18 compared to the rentals during the same time period. This comparison is for the auditorium/classroom rentals and does not include the gym.

	2016/17 Facility Rentals July 2016- June 2017	number of rentals	2017/18 Facility Rentals July 2017- June 2018	number of rentals
July	\$3,387.76	19	\$7,448.00	20
August	\$2,485.85	20	\$5,615.37	25
September	\$1,638.51	17	\$3,926.50	16
October	\$7,485.51	24	\$6,099.60	20
November	\$3,006.00	18	\$4,455.50	20
December	\$4,832.71	24	\$2,964.00	13
January	\$3,993.75	17	\$1,826.50	13
February	\$3,350.60	14	\$3,265.50	15
March	\$5,243.42	22	\$5,939.05	20
April	\$4,823.00	20	\$10,354.75**	26
May	\$4,493.47	24	\$3,189.20	17
June	\$3,680.00	18	\$4,201.75	12
Total	\$48,420.58	237	\$57,294.72	217

** 3 day Quilt show

- Staff attended the June Trucks & Tunes on June 13th with music provided by Tim Dierkes. The event was well attended. The next one took place on Wednesday July 11th with music by Jessica Malone at Christa McAuliffe Park.
- Summer is a little less than half way over. Summer Kids Kamp campers have gone to the Folsom Aquatic Center, Kids Camp Party & Fun Center, Sky High and participated at the CPRS District II sponsored Camp-A-Palooza in the City of Lincoln with other summer camp participants from around the area.
- In addition to Kids Kamp, participants are partaking in Swim Lessons, Mad Science Camps, Robotics Camp, Art Camp and Sterling Forbes Basketball Camp. We have lots of programs and camps currently underway at the Community Center or other facilities.
- Summer Spectacular
The 19th Annual Summer Spectacular was held at Cameron Park Lake on Saturday, June 30th. Advance sales of wristbands available this year from Lee's Feed in Shingle Springs, Joes' Café, Shingle Springs/Cameron Park Chamber of Commerce, Bel Air, Cameron Park Lake, CSD office and on line at showclix.com. Pre-sales were up from last year by about 200. Day of sales increased by about 260.

Live music was provided by Brooke & Company and The FBI band which included a soulful tribute to the legends of Motown, Funk & More and were well received by the crowd.

The crowd also visited the exhibitors, craft and food vendors, participated in the Mobile Rock Fun Zone, swam in the lagoon, ate watermelon at the watermelon eating contest, and watched the bucket brigade. There was a magic show on the stage in between the bands. At the end of the evening the fireworks show once again surpassed everyone's' expectations.

The shuttle stops were at Light of the Hills Church (Rodeo Drive), Marshall Medical Center (Palmer Drive), Green Valley School (Bass Lake Road) and the Community Center. The bus drivers tracked the riders and staff is obtaining the data.

A big thank you to the volunteers from the Westside Church who helped man the entrance gates, assisted in the Kids Zone and watermelon eating contest and monitored Sponsor Island.

The total attendance was 3,504 which is an increase of over 500. There were 33 vendor booths this year which is a slight decrease from the 37 that we had last year.

Staff met and discussed feedback from this year's event and ideas for next year's.

Agenda Transmittal

DATE: July 18, 2018

FROM: Michael Grassle, Parks and Facilities Superintendent

AGENDA ITEM #5E: Parks & Facilities Department Report

RECOMMENDED ACTION: Receive and File

General Information

Staff have been working hard preparing and executing the Summer Spectacular. The event ran smoothly without any major issues. The District is working with several Eagle Scouts on various projects; hopefully completing some of them by mid-August. Adding the cyanuric acid to the Lagoon has been a huge success with a 50-60% savings in our chlorine usage over the past few weeks. Staff are in summer maintenance mode and trying to stay on top of the irrigation systems, mowing and hedges/trees. Everything is growing so fast.

Cameron Park Lake

- It took approximately 50 gallons of aquatic herbicide to spray the weeds in the lake.
- The District had a large oak tree removed from the lake along with a few small trees and branches. The trees were reviewed by an arborist and deemed a hazard in a high risk area.

Sports Parks / Fields

Christa McAuliffe Park / Skate Park

The new skate park signage has been installed. The skate park continues to stay in good shape, and there has been nothing but positive feedback from users.

Rasmussen Park

- Adult Softball has started. Staff are watering down and prepping the fields on Thursday morning for their games.
- The decomposed trail that runs around the outside of the park was repaired. There was a lot of runoff that occurred this past winter.

Neighborhood Parks/Landscape and Lighting Assessment Districts

Hacienda Park

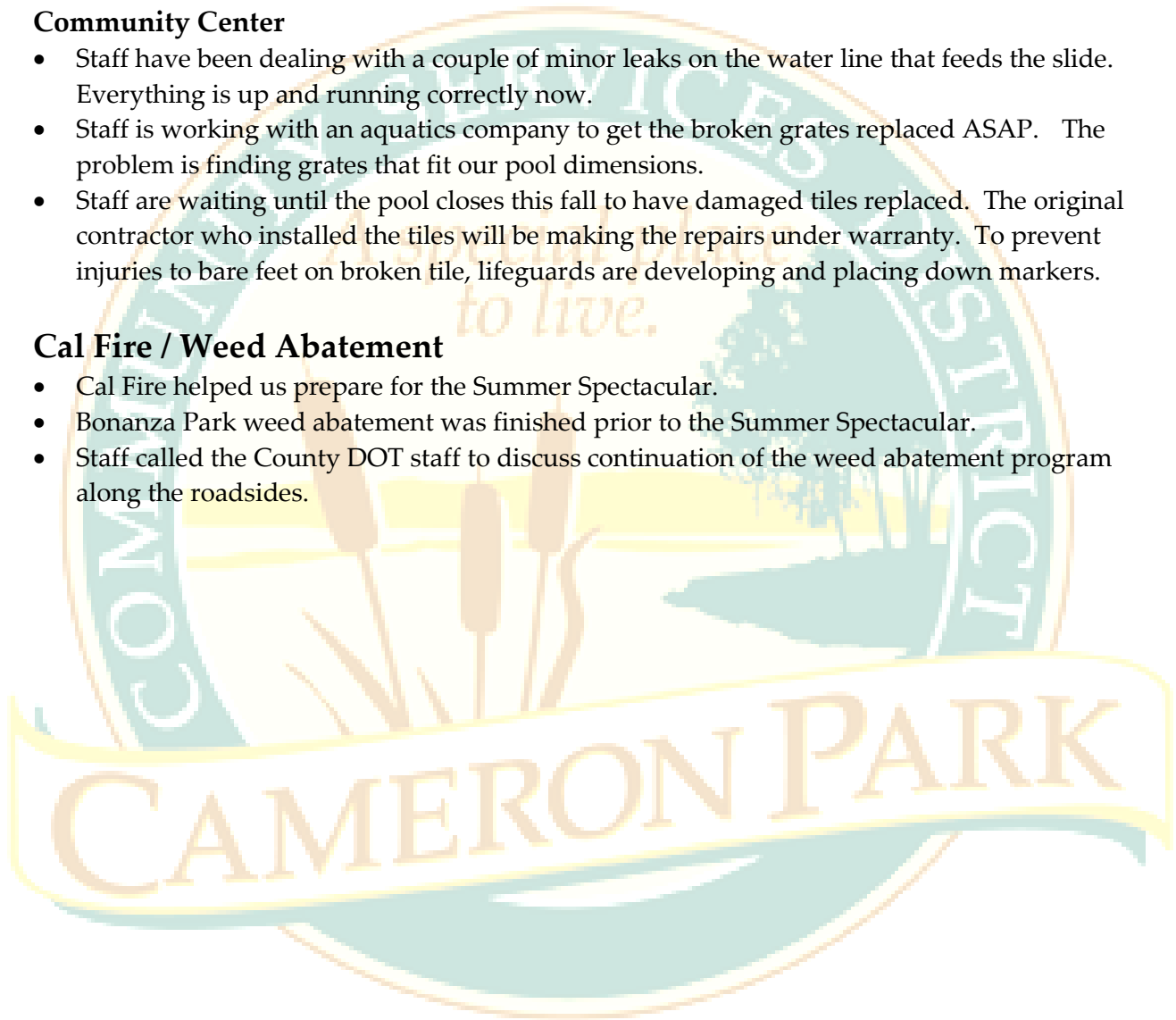
The district installed a WiFi smart irrigation timer as the old timer was no longer working correctly. We can now manage the irrigation remotely. The Controller was donated by Hunter Industries.

Community Center

- Staff have been dealing with a couple of minor leaks on the water line that feeds the slide. Everything is up and running correctly now.
- Staff is working with an aquatics company to get the broken grates replaced ASAP. The problem is finding grates that fit our pool dimensions.
- Staff are waiting until the pool closes this fall to have damaged tiles replaced. The original contractor who installed the tiles will be making the repairs under warranty. To prevent injuries to bare feet on broken tile, lifeguards are developing and placing down markers.

Cal Fire / Weed Abatement

- Cal Fire helped us prepare for the Summer Spectacular.
- Bonanza Park weed abatement was finished prior to the Summer Spectacular.
- Staff called the County DOT staff to discuss continuation of the weed abatement program along the roadsides.



California Voter and U.S. Adult Surveys



California Special Districts Association

Districts Stronger Together

June 25, 2018



Opinion Research on
Elections and Public Policy

Probolsky Research
3990 Westerly Place Suite 185
Newport Beach CA 92660

Newport Beach (949) 855-6400
San Francisco (415) 870-8150
Washington DC (202) 559-0270

Survey Methodology*

California Voter Survey

From May 25 - 28, 2018, Probolsky Research conducted a live-interviewer telephone and online survey among California voters.

A total of 800 voters were surveyed (360 by telephone and 440 online). A survey of this size yields a margin of error of +/-3.5%. Interviews were conducted with respondents on both landline and mobile phones (22%) and were offered in English and Spanish (2.6%) languages. For the online survey phase, we invited participation via email. Security measures precluded individuals from completing the survey more than once and allowed only the designated voter to complete the survey. Online respondents were able to use their computer, tablet or smart phone to participate.

Our sample was developed from the voter files originally compiled by election offices throughout the state, and then enhanced with consumer data. Probolsky Research applies a stratified random sampling methodology to ensure that the demographic proportions of survey respondents match the demographic composition of California voters.

U.S. Adult Survey

From March 16 - 18, 2018, Probolsky Research conducted a national online survey among U.S. adults.

A total of 1,019 U.S. adults completed the survey by computer, tablet or smart phone.

Probolsky Research specializes in opinion research on behalf of corporate, election, government, non-profit, and special interest clients.



**Due to rounding, totals shown on charts may not add up to 100%*

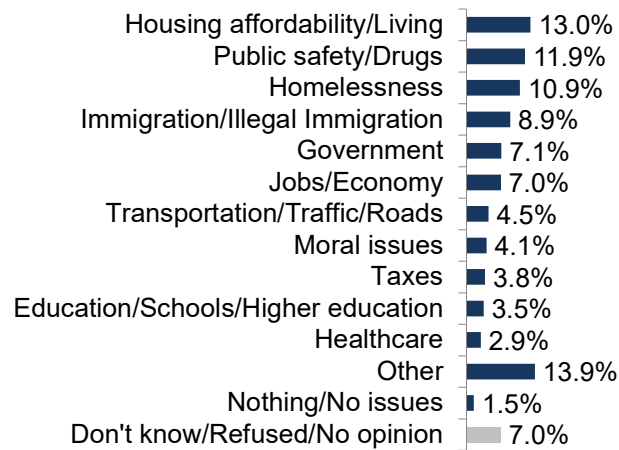
Top issue facing “your community”



Housing affordability, public safety and homelessness

Are the top issues, according to voters

Question: What is the most important issue facing your community today?



Yes, they actually said that...

Some verbatims

Too many condos being built

Squirrel population control

***Over population, the quality of people
has gone down hill, the sea is dirty,
people walking around like zombies***

Asian people

False survey results

Ignorance and apathy

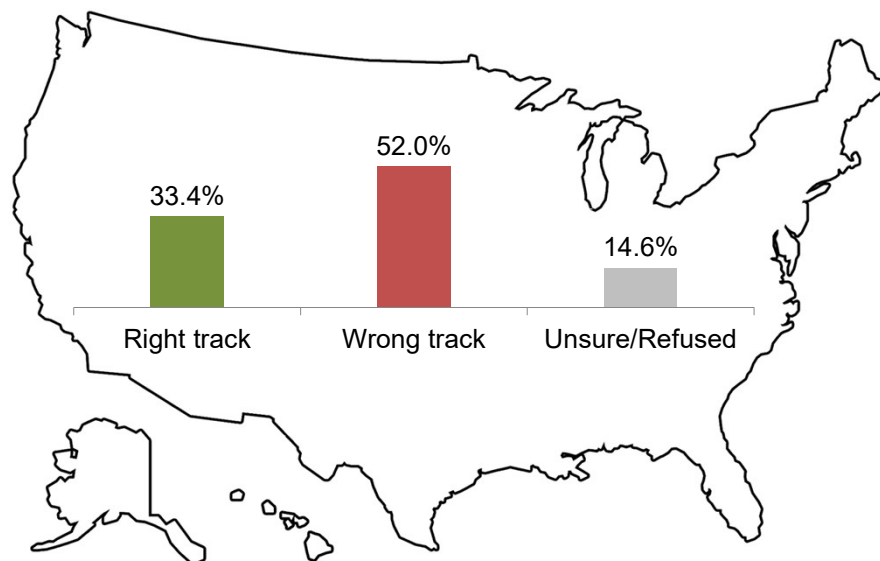
***Unsolicited callers for remodeling, solar
panels, letters from realtors to sell my house,
and large two-story homes being built***



4

U.S. on the wrong track

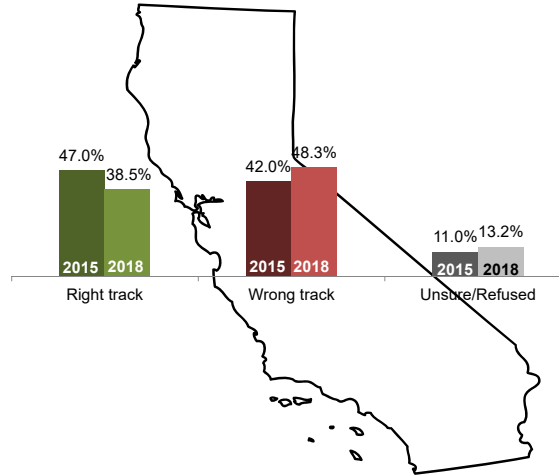
Voters are mixed on their federal government



5

California on the wrong track

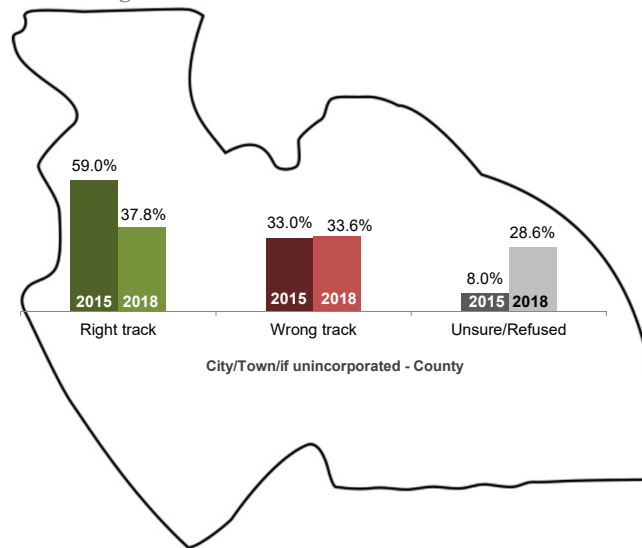
Voters are mixed on their state government



6

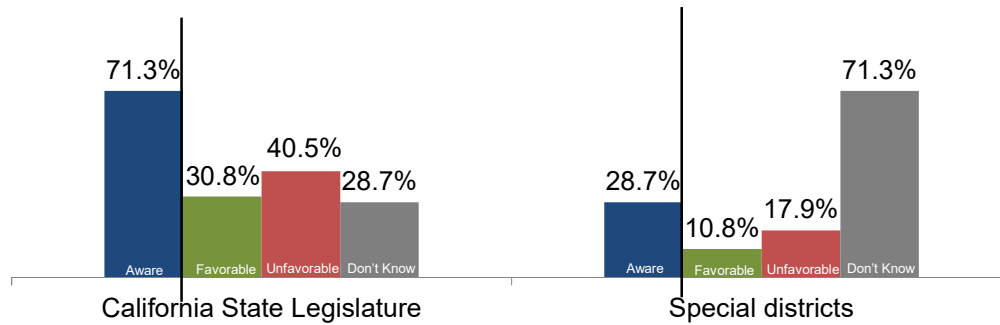
Local government track unclear

Voters are mixed on their local government



7

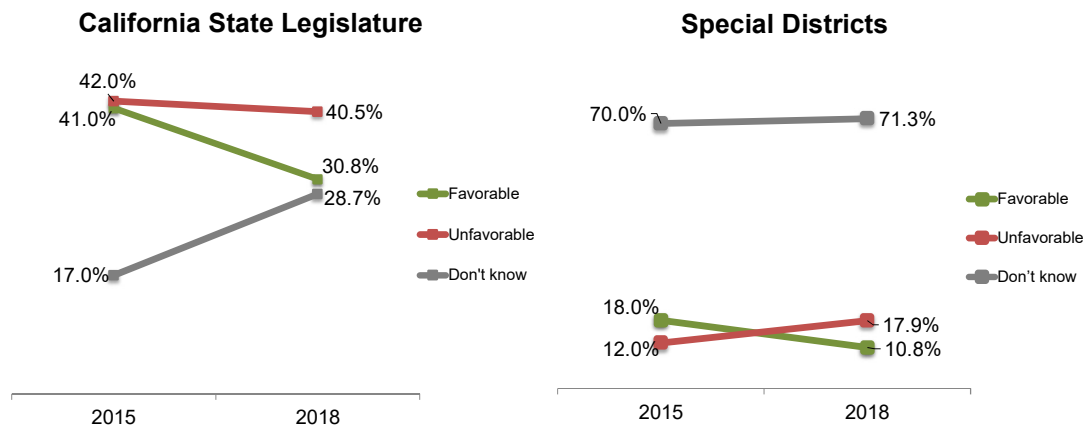
How popular are your governments (2018)?



8

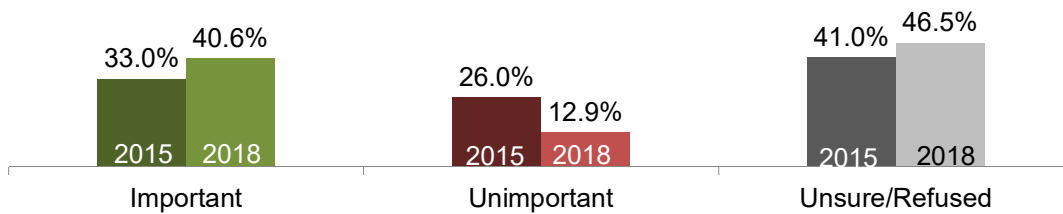
Trend: Higher unfavorables for Special Districts

California Legislature still unpopular



9

Special District services (Unprompted)



10

Special Districts Explained

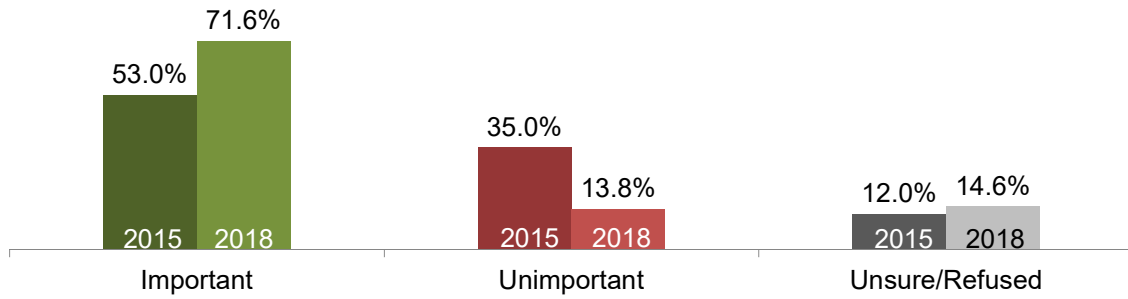
Special districts, a form of local government, are created by communities to meet specific service needs, such as water delivery, public safety, health care, parks and recreation, sewer and waste management, and natural resource and open space preservation.

Funding for services provided by special districts comes from local property taxes and fees charged to customers for services.

Special districts are independent from state, county, and city/town governments and have their own elected boards. There are more than two thousand special districts in California.

11

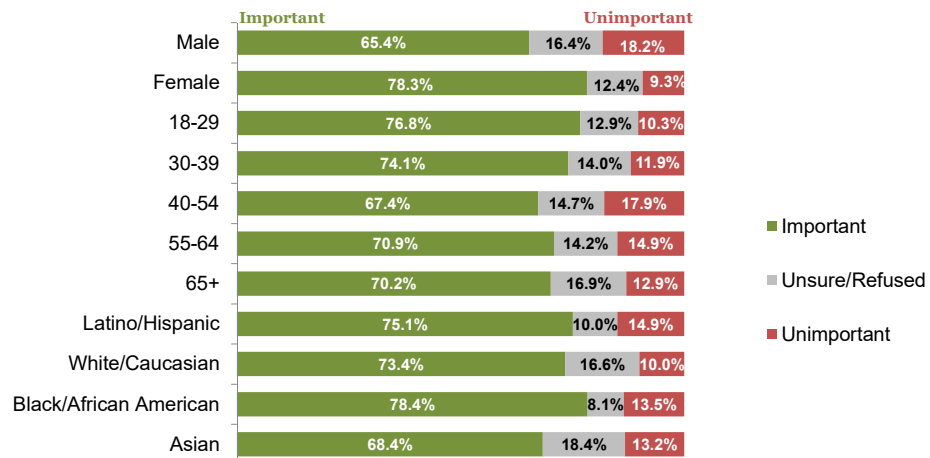
Special District services (Informed)



12

High majorities across all demographics say

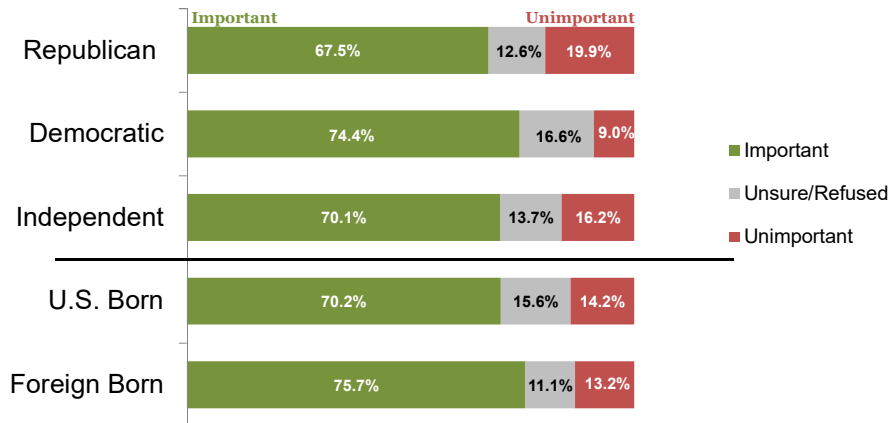
Special District services are important once they are informed about what they do



13

High majorities across party and birthplace say

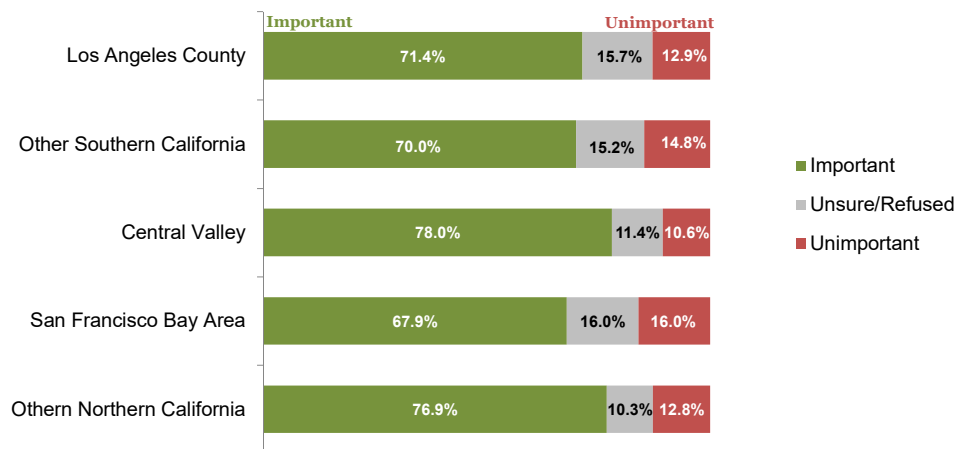
Special District services are important once they are informed about what they do



14

High majorities across all geographies say

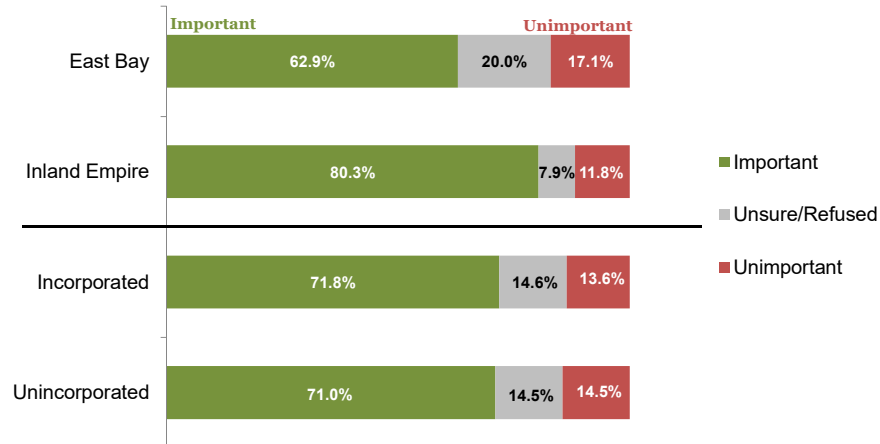
Special District services are important once they are informed about what they do



15

High majorities across all geographies say

Special District services are important once they are informed about what they do



16

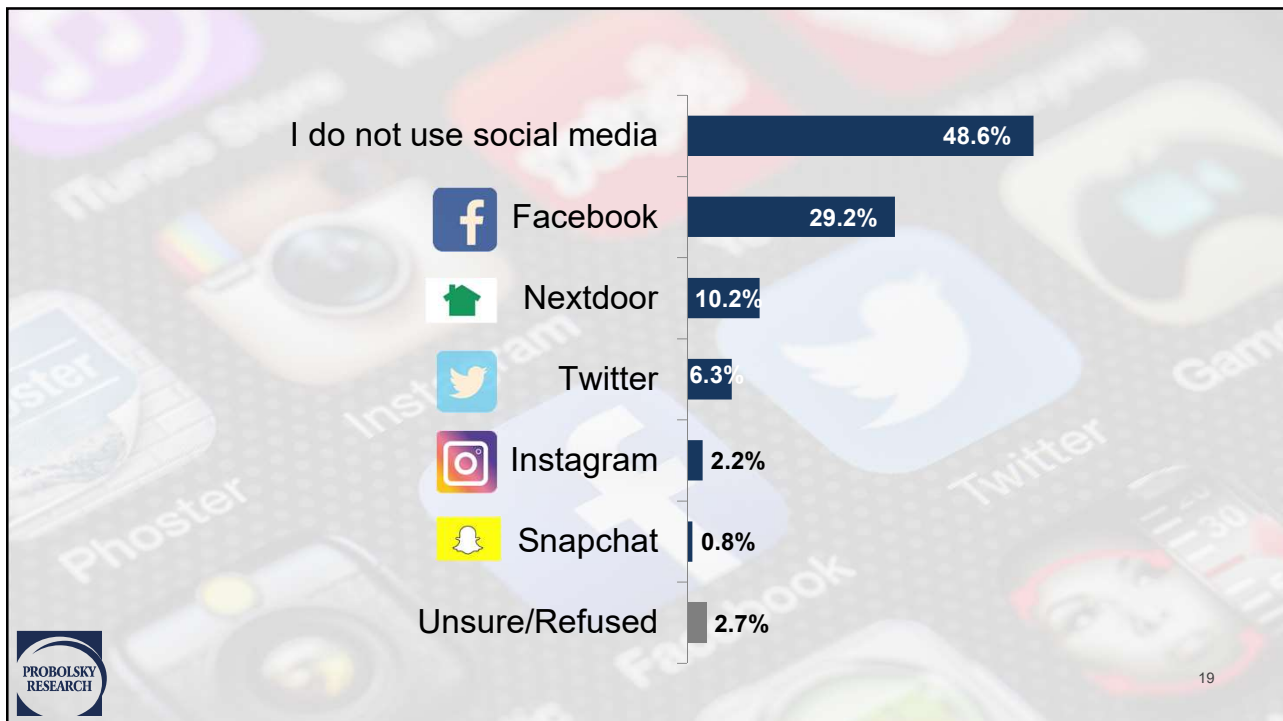
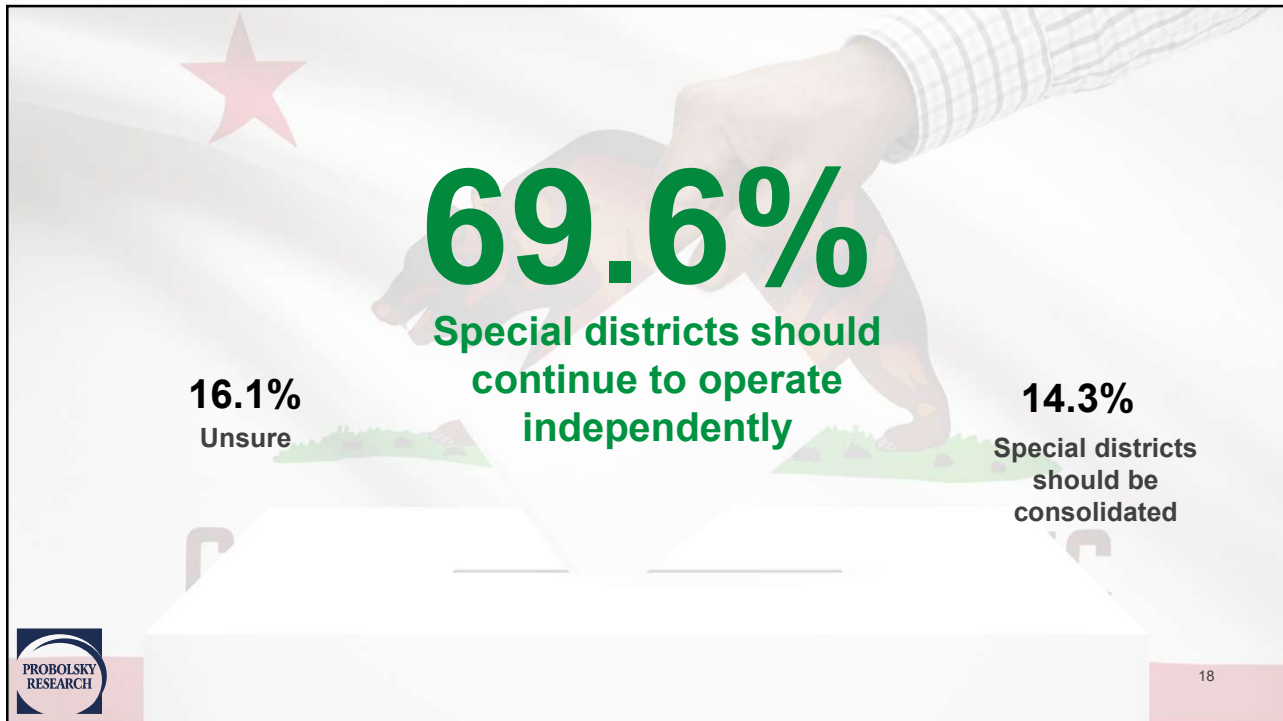
Which statement do you agree with more?

“ Special districts should be **consolidated** and run by another government entity, such as the county or the state.”

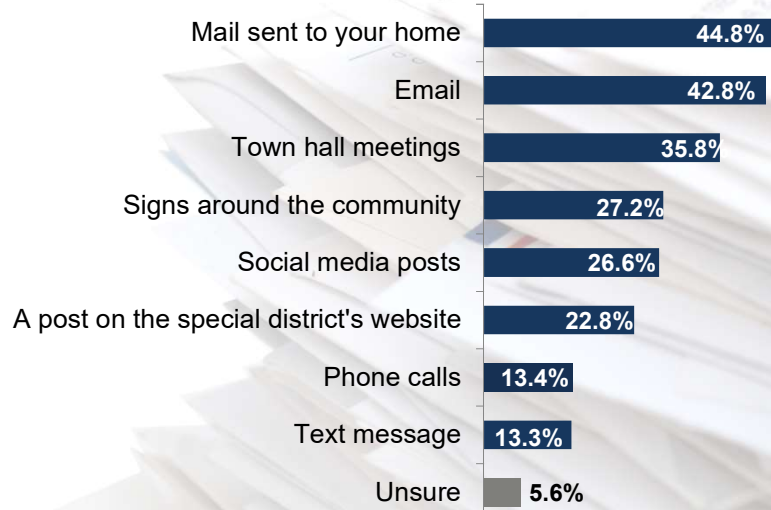
OR

“ Special districts should continue to **operate independently** and give voters local control and decision making in how services are provided.”

17



How do you want special districts to communicate with you?

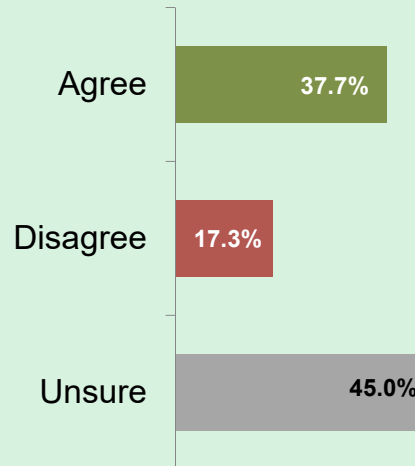


20

National Poll:
Don't Be Shy
Engage in the
conversation

21

“Local and regional governments should **post** news and information to **social media** and **engage** in **online conversations.**”



22

Questions?



facebook.com/
ProbolskyRsrch



@ProbolskyRsrch

Adam Probolsky, President

O: 949-855-6400 | M: 949-697-6726

E: adamp@probolskyresearch.com



Probolsky Research
3990 Westerly Place Suite 185
Newport Beach CA 92660

Newport Beach (949) 855-6400
San Francisco (415) 870-8150
Washington DC (202) 559-0270

Agenda Transmittal

DATE: July 18, 2018

FROM: Jill Ritzman, General Manager

AGENDA ITEM #8: **PRESENTATION & DISCUSSION - BELL WOODS NEW HOUSING DEVELOPMENT**

RECOMMENDED ACTION:

- Review report and receive presentation about Bell Woods
- Discuss the Cameron Park Community Services District's role related to the new development:
 - o Community Facilities District funding strategy for maintenance of open space, landscape areas and Preserve Manager
 - o Drainage easement at Knollwood Park

BUDGET ACCOUNT: N/A

BUDGET IMPACT: Impacts to Operations Budget not expected

INTRODUCTION

Bell Woods is a residential development in Cameron Park, at the end of Covello Circle near Ziana Road, which will be constructed by Lennar Wincrest. Planning for this project began in the 1990's, and ground breaking is expected in the upcoming months. Cameron Park Community Services District (District) is potentially involved in the development in two ways:

1. Drainage easement, approximately 4,000 square feet, for a storm water/residential water run-off into Knollwood Park and its drainage swale; and
2. Community Facilities District to fund maintenance of landscaped areas, detention basins and open space; and to fund a Preserve Manager.

Staff continues to gather information about the project and the District's involvement for future Board consideration. Presenters will be Lennar Winncrest and SCI Consulting Group. The purpose of tonight's presentation is to:

- Provide information about the new housing development; and
- Answer questions and discuss the District's potential involvement.

Budget and Administration Committee

The Budget and Administration Committee supported moving this item to the July Board of Directors' meeting as an information item. Committee members expressed interest in having Lennar compensate the District in some manner for the drainage easement.

DISCUSSION

Project Description

Bell Woods consists of 54 residential lots and four lettered lots on 33.69 acres. The four lettered lots consist of two landscaping and utility corridors and two open space lots that will be granted to the home owners association (HOA). The open space totals 10.88 acres, and also serves as mitigation for the development. The tentative map was originally approved by the Board of Supervisors on May 24, 2005. The project was acquired by Lennar Winncrest in 2017. Construction on the subdivision improvements is expected to commence this summer with home construction expected to start in spring of 2019.

Community Facilities District

A proposed Community Facilities District will serve two purposes:

- Funding for a Preserve Manager, and
- Back-up funding measure for maintenance of landscape areas, detention basins and open space in case the HOA dissolves in future years.

A Preserve Manager will be funded by the Community Facilities District (CFD) to ensure that the Corp of Engineers mitigation requirements for the development are met. The mitigation site is approximately two acres within the 10 acre preserve. Under a Long Term Management Plan (Plan), the Preserve Manager, Golden State Land Conservancy, is responsible for implementing the Plan and meeting Corp of Engineers expectations. The District will be responsible to pay the Preserve Manager from the CFD as long as the conditions in the Plan are met. Initial annual cost of the contract (funded by revenues from the CFD) is expected to be \$8,700, which will be adjusted in future years by inflation.

Bell Woods' HOA will be responsible for maintenance of the landscape areas, detention basins and open space, funded by HOA fees to property owners. A CFD is being requested as a back-up funding measure in case the HOA dissolves and is unable to provide for maintenance of the landscape areas and open space. This back-up system is being requested by El Dorado County as a condition of approval. The CFD will provide funding to the District to assume those maintenance responsibilities.

Drainage Easement

A drainage easement within Knollwood Park is being requested between the District and El Dorado County for storm water and residential water run-off. The size of the easement is approximately 4,000 square feet for an outfall area, strengthened by rock. In previous years, the District completed a project at Knollwood Park enhancing drainage within the swale downstream from the proposed easement area, due to past neighborhood flooding events. The project was costly in terms of staff time, environmental permitting and materials.

Due to concerns about downstream flooding in the adjacent neighborhood, staff met with El Dorado County Department of Transportation staff to discuss drainage within Knollwood Park and the District's responsibilities. County staff described an on-going drainage study for Bell Woods. County staff expects that the study will determine detention basins within Bell Woods will capture all storm and residential water run-off and hold the water so that there would be no net change to the water levels in Knollwood Park and downstream. District staff requested a letter from the County describing the outcome of the drainage study, and this letter is forthcoming.

An added assurance for the District would be to have an indemnity agreement executed between the District, County and Lennar Winncrest. District legal counsel provided draft language (Attachment C), which was provided to Lennar. Lennar's proposed changes are being reviewed by District's legal counsel. The County's legal counsel has expressed concerns about the County entering into an indemnity agreement. District legal counsel and staff will work to reach an agreement that will provide protections to the District regarding drainage.

As a general rule in Cameron Park, property owners, whether private residential homes or public agencies, are responsible for maintaining any drainage culvert or swale on their property. Over the years, the District has accumulated many parcels that have drainage swales and creeks. Annually each spring, District staff remove weeds and debris from drainage areas but does not make any changes to the creek channels.

Conditions, Covenants and Restrictions

The HOA will provide enforcement of the Covenants, Conditions and Restrictions (CC&Rs).

NEXT STEPS

District staff intends to present recommendations to the Board in August regarding the drainage easement, indemnity agreement, and CFD. In addition, a payment method to the Preserve Manager and District's role will be described. Board members' feedback about the District's involvement in the Bell Woods development is welcome.

Attachments:

- A: Irrevocable Offer of Dedication Application
- B: Irrevocable Offer of Dedication for a Drainage Easement
- C: Indemnity Agreement, Draft



Bell Woods Easement

Attachment A

IRREVOCABLE OFFER OF DEDICATION (IOD) APPLICATION

The Irrevocable Offer of Dedication (IOD) process may take eight to sixteen weeks after the applicant has turned in a **completed** application. A completed application includes the *Application Deposit* and all supporting documents listed under the *Required Materials* section. The processing time may be extended if any of the required materials submitted are found to require further review. Application expires one (1) year after date of submission. Applicant may apply for an extension. Fees may apply.

I (we) hereby petition the El Dorado County Board of Supervisors, to initiate proceedings to dedicate a:

- Road Right of Way Easement
- Drainage Easement
- Slope Easement
- Other _____
- Road Right of Way, in fee
- Public Utility Easement

\$500 ~ Base Deposit for IOD

Assessor's Parcel Number: 082-261-11

Name of all Property Owner (s): Cameron Park Community Services District

Mailing Address: 2502 Country Club Drive

City: Cameron Park State: CA Zip: 95682

Phone: 530-677-2231 Email: cpcsd@cameronpark.org

(Use additional pages if needed)

Representative: (if applicable) CTA Engineering & Surveying

Address: 3233 Monier Circle

City: Rancho Cordova State: CA Zip: 95742

Phone: 916-638-0919 Email: kheeney@ctaes.net

Street Address of Property:

Address: 2607 Knollwood Drive

City: Cameron Park State: CA Zip: 95682

Please describe in detail why this Right of Way/Easement is being offered:

To provide for a drainage outfall from the Bell Woods subdivision to the existing swale located on this parcel.

County Project Number necessitating IOD application. TM 01-1380

Name(s) of other County employee(s) and/or department(s) working on files related to this request (such as a Building Permit or Boundary Line Adjustment). Please list the project number(s), department(s) and contact person(s):

D.O.T. - Improvement Plans for Bell Woods

If applicable, please attach a copy of the Conditions of Approval provided to you by the County, which specify the right of way and/or easement(s) that are to be dedicated.

By signing here, you are acknowledging that you believe the statements above to be true and correct as they relate to the Irrevocable Offer of Dedication.



Signature

4/23/18

Date

Signature

Date

LETTER OF AUTHORIZATION

If Applicable

I (We), the undersigned, Owner(s) of Record with vested interest in Assessor's Parcel No. 082-261-11, hereby authorize CTA Engineering & Surveying to act as my agent or representative to prepare and process the necessary documents relative to my property with the County of El Dorado, on my behalf.

Owner(s) of Record: Cameron Park Community Services District

Mailing Address: 2502 County Club Drive

City: Cameron Park State: CA Zip: 95682

Phone: 530-677-2231 Email cpcsd@cameronpark.org

Signed: _____ Date: _____

Print Name: _____

Signed: _____ Date: _____

Print Name: _____

For multiple owners, attach additional pages as needed.

Agent for Applicant(s): CTA Engineering & Surveying

Mailing Address: 3233 Monier Circle

City: Rancho Cordova State: CA Zip: 95742

Phone: 916-638-0919 Email kheeney@ctaes.net

Bell Woods Easement

Attachment B

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

COUNTY OF EL DORADO
BOARD OF SUPERVISORS OFFICE
330 FAIR LANE
PLACERVILLE, CA 95667

Name: Cameron Park Community Services Dist.

Project: Bell Woods
A.P.N.: 082-261-11
Date:

Mail Tax Statement to above.
Exempt from Documentary Tax Transfer
Per Revenue and Taxation Code 11922

Above section for Recorder's use

IRREVOCABLE OFFER OF DEDICATION FOR A DRAINAGE EASEMENT

CAMERON PARK COMMUNITY SERVICES DISTRICT, hereinafter called GRANTOR, owner of the real property herein described, does hereby irrevocably offer for dedication to the COUNTY OF EL DORADO, a political subdivision of the State of California, an easement for drainage purposes, over, under, and across that certain real property situate in the unincorporated area of the County of El Dorado, State of California, described as:

See Exhibits A & B, attached hereto and made a part hereof.

It is understood that this offer of dedication shall remain in effect and run with the land until such time the County of El Dorado Board of Supervisors makes a finding of necessity for public purposes and accepts said offer by resolution.

IN WITNESS WHEREOF, GRANTOR has hereunto subscribed (his) (her) (their) name(s) this _____ day of _____, 20____.

GRANTORS

CAMERON PARK COMMUNITY SERVICES DISTRICT

By:

Name:

Title:

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF _____

On _____ 20____, before me, _____,

a Notary Public, personally appeared _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public in and for said County and State

Notary Public Seal

Exhibit 'A'

**IRREVOCABLE OFFER OF DEDICATION
APN 082-261-11
Drainage Easement**

All that real property situated in the County of El Dorado, State of California, being a portion of the real property conveyed by deed to CAMERON PARK COMMUNITY SERVICES DISTRICT, recorded in Book 1360, Page 597, Official Records of said County, hereinafter referred to as "CSD" property, being a portion of Lot 1520 as shown on the plat of "Cameron Park North Unit No. 3", filed in the office of the County Recorder of said County in Book 'D' of Maps, Page 13, and being more particularly described as follows:

BEGINNING at a point on the Westerly line of said "CSD" property, from which the Southernmost corner of said Lot 1520 bears South 45°57'03" East, 62.81 feet; thence along said Westerly line, North 45°57'03" West, 41.42 feet; thence leaving said Westerly line, North 29°00'37" East, 87.00 feet; thence South 60°59'23" East, 40.00 feet; thence South 29°00'37" West, 97.74 feet to the POINT OF BEGINNING, containing 3,695 square feet, more or less.

See Exhibit B attached hereto and made a part of this description.

End of description

The Basis of Bearings for this description is the California State Plane Coordinate System, Zone 2, NAD 83.

This description has been prepared by me or under my direct supervision.

Kevin A. Heeney, P.L.S. 5914



Date

CTA Engineering & Surveying
3233 Monier Circle
Rancho Cordova, CA 95742
916-638-0919

1520
CAMERON PARK
COMMUNITY SERVICES DISTRICT
1360 O.R. 597

1518

CAMERON PARK NORTH UNIT NO. 3 S.D. D-13 1519

S60°59'23"E
40.00'

EXISTING

SWALE

3,695 Sq.Ft.

1521

PARCEL 1
PM 24-40
N45°57'03"W
41.42'

N29°00'37"W
87.00'
97.74'
S29°00'37"W

S45°57'03"E
62.81'

POINT OF BEGINNING

1522

SOUTHERN MOST CORNER
LOT 1520

LOT A
OPEN SPACE

1523

PROPOSED BELL WOODS SUBDIVISION

N

10

9

1524

11

8

KNOLLWOOD DRIVE

12

7

W-cta-E

S



EXHIBIT 'B'

DATE: 04/18/2018

DRAWN BY: KAH

SHEET

SCALE: 1"=100'

JOB NO. 16-017-004

1 OF 1

A.P.N.: 082-261-11

IRREVOCABLE OFFER OF DEDICATION

OWNER: CAMERON PARK
COMMUNITY SERVICES DISTRICT

EL DORADO COUNTY
DRAINAGE EASEMENT

PORTION OF LOT 1520, "CAMERON PARK
NORTH UNIT NO. 3", S.D. D-13 LYING IN THE
NE1/4 SEC. 5, T.9 N., R.9 E. M.D.M.

cta Engineering & Surveying

DATE:

COUNTY OF EL DORADO

STATE OF CALIFORNIA

Indemnity Language, Drainage Easement – DRAFT

Under Review

Provided By: Jason Epperson, Attorney at Law, Prentice, Long & Epperson

July 8, 2018

Lennar Homes shall indemnify, defend, and hold harmless the Cameron Park Community Services District, its Board of Directors, directors, officers, officials, employees, attorneys, and volunteers from and against any and all liability, claims, damages, costs, expenses, awards, fines, judgments, and expenses of litigation (including, without limitation, costs, attorney fees, expert witness fees, and prevailing party fees and costs) of every nature arising out of or in connection with flooding and/or other damage caused by, or alleged to have been caused by, any and all storm water run-off, discharge, or failure to discharge, from the development known as the “Bell Woods Development.” As used herein, “Bell Woods Development” includes without limitation the easement which is attached to this agreement, the homes which are a part of the “Bell Woods Development,” the open space which is a part of the Bell Woods Development, and all water basins used and/or constructed for use in whole or in part for Bell Woods Development. The duty of Lennar Homes as expressed in this agreement shall be the equal duty of Lennar Homes, its subsidiaries, its affiliates, and its successors-in-interest. Lennar Homes agrees that it will not transfer any interest in Lennar Homes to any other person or entity without said person or entity assuming the continuing duties of this paragraph. Lennar Homes further agrees that it will not transfer the duties of this paragraph to any other person or interest without the express written permission of the Board of Directors of Cameron Park Community Services District.

Agenda Transmittal

DATE: July 18, 2018

FROM: Jill Ritzman, General Manager

AGENDA ITEM #9: **PUBLIC HEARING** to Approve the Final Engineer's Report, Confirm Diagram and Assessment, and Order the continuation of Assessments for Fiscal Year 2018/19 for the following Landscaping and Lightings Districts: Airpark, Unit 6, Unit 7, Unit 8, Viewpointe, Goldorado, Unit 11, Unit 12, Cameron Woods 1-4, Bar J15-A, Bar J 15-B, Creekside, Eastwood, David West, Cambridge Oaks, Northview, Cameron Valley, Cameron Woods 8, Silver Springs and Bar J15-A No. 2.

RECOMMENDED ACTION: **APPROVE** Resolution No. 2018-14 and the Final Lighting Landscape Assessment District Engineer's Report

BUDGET ACCOUNT: LANDSCAPE AND LIGHTING ASSESSMENT DISTRICTS

BUDGET IMPACT: No impact to the General Fund; Districts are fully funded from Assessments

RECOMMENDATION

Conduct a Public Hearing regarding the Final Engineer's Report for the Cameron Park Community Services District (District) Lighting and Landscape Assessment Districts (LLADs):

- Consider all public comments,
- Approve Resolution 2018-14:
 - Approve Final Engineer's Report,
 - Confirm the diagram and assessment,
 - Order the levy of continued assessment for Fiscal Year 2018/19.

BACKGROUND

In order to continue levying the assessments each year, the Board of Directors first adopts a resolution initiating the assessment proceedings for the year, and directs the engineer

of work, SCI Consulting Group, to prepare the annual Engineer's Report for the District. The Board approved resolution #2018-06 at the March 21, 2018 Board meeting.

SCI Consulting Group prepared the Engineer's Report that includes the special and general benefits from the assessments, the proposed budget for the continued assessments for Fiscal Year 2018/19, the updated proposed assessments for each parcel in the District, and the proposed assessments per single family equivalent benefit unit for the fiscal year. At the June 20, 2018 Board meeting, the Board reviewed the Engineer's Report and adopted a resolution to declare its intention to continue the assessments, preliminarily approve the Engineer's Report, and provide for notice of the annual public hearing. *There are no proposed changes to the assessments from Fiscal Year 2017/18.*

DISCUSSION

To finalize the LLAD assessments for the Fiscal Year 2018/19, the Board conducts a public hearing and receives public input regarding proposed assessments and service levels. After hearing public testimony, scheduled for this evening, the Board considers final action to establish assessment rates, service levels and improvements to be funded; and order the levy of the continued assessments for Fiscal Year 2018/19.

Fiscal Year 2018/19 Proposed Assessment Rates & Estimated Revenues

Unit	LLAD	2018-19 Rates	Estimated Revenue
#30	AIRPARK LLAD	\$60.14	\$19,464.94
#31	UNIT 6 LLAD	\$54.50	\$16,638.00
#32	UNIT 7 LLAD	\$36.18	\$12,588.28
#33	UNIT 8 LLAD	\$36.20	\$15,623.60
#34	VIEWPOINTE LLAD	\$45.06	\$6,233.28
#35	GOLDORADO LLAD	varies by size of parcel	\$2,980.00
#36	UNIT 11 LLAD	\$22.42	\$6,962.94
#37	UNIT 12 LLAD	\$37.28	\$12,399.68
#38	CAMERON WOODS 1-5 LLAD	\$47.50	\$7,830.00
#39	BAR J 15A COUNTRY CLUB LLAD	\$48.24	\$24,304.72
#40	BAR J 15B MERRYCHASE LLAD	\$190.04	\$8,216.72
#41	CREEKSIDE LLAD	\$31.00	\$2,455.00
#42	EASTWOOD LLAD	\$223.54	\$41,307.82
#43	DAVID WEST LLAD	\$165.00	\$18,380.00
#44	CAMBRIDGE OAKS LLAD	\$14.88	\$1,671.80
#45	NORTHVIEW LLAD	\$324.00	\$30,188.00
#46	CAMERON VALLEY LLAD	\$106.52	\$12,912.40
#47	CAMERON WOODS 8 LLAD	\$113.18	\$6,048.54
#48	SILVER SPRINGS	\$0.00	\$0.00
#50	BAR J15A No. 2	\$45.66	\$22,976.98

RESULT OF RECOMMENDED ACTION

The Board will order the levy of the continued assessments for Fiscal Year 2018/19, and submission by SCI Consulting Group to the County Auditor for inclusion on the 2018/19 property tax bills.



RESOLUTION NO. 2108-14
BOARD OF DIRECTORS
CAMERON PARK COMMUNITY SERVICES DISTRICT
COUNTY OF EL DORADO, STATE OF CALIFORNIA
July 18, 2018

**APPROVING ENGINEER'S REPORT, CONFIRMING DIAGRAM AND ASSESSMENT
AND DIRECTING AUDITOR OF EL DORADO COUNTY TO CONTINUE AND
TO COLLECT ASSESSMENTS FOR FISCAL YEAR 2018/19 IN:**

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

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

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

WHEREAS, by Resolution No. 2018-06, the Board ordered the preparation of an Engineer's Report for the LLADs for Fiscal Year 2018/19; and

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

WHEREAS, by Resolution No. 2018-10, the Board preliminarily approved the Engineer's Report for said LLADs and set a date for a Public Hearing; and

WHEREAS, said report was duly made and filed with the General Manager and duly considered by this Board and found to be sufficient in every particular, whereupon it was determined that the report should stand as the Engineer's Report for each of the LLADs for all subsequent proceedings under and pursuant to the aforesaid Resolution, and that July 18, 2018, at the hour of 6:30 p.m., at the Cameron Park Community Services District Office located at 2502 Country Club Dr., Cameron Park, CA 95682, was appointed as the time and place for a hearing by this Board on the question of the continuation of the proposed assessments in each of the LLADs, notice of which hearing has been given as required by law; and

WHEREAS, on July 18, 2018 at 6:30 p.m. the hearing was duly and regularly held, and all persons interested and desiring to be heard were given an opportunity to be heard, and all matters and things pertaining to the continuation were fully heard and considered by the Board, and all oral statements and all written protests or communications were duly heard and considered, and this Board

thereby acquired jurisdiction to order the continuation of the assessments and the confirmation of the diagram and assessment for each of the LLADs prepared by and made a part of the Engineer's Report to pay the costs and expenses thereof.

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

SECTION 1. The public interest, convenience and necessity require that the continuation of the existing assessments in each of the LLADs be ordered

SECTION 2. The LLADs benefited by the improvements and maintenance and assessed to pay the costs and expenses thereof, and the exterior boundaries thereof, are as shown by a map thereof filed in the office of the General Manager, which map is incorporated herein by this reference.

SECTION 3. The assessment is levied without regard to property valuation.

SECTION 4. The Engineer's Report is hereby approved as follows:

- (a) the Engineer's estimate of the itemized and total costs and expenses of constructing, repairing and maintaining the improvements in each of the LLADs and of the incidental expenses in connection therewith;
- (b) the diagram showing the LLADs, plans and specifications for the improvements to be constructed, repaired and maintained and the boundaries and dimensions of the respective lots and parcels of land within each of the LLADs; and
- (c) the assessment of the total amount of the costs and expenses of the proposed construction, repair and maintenance of the improvements upon the lots and parcels of land in each of the LLADs in proportion to the estimated special benefits to be received by such lots and parcels, respectively, from such construction, repair and maintenance, and of the expenses incidental thereto;

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

SECTION 6. The existing assessments in each of the LLADs for Fiscal Year 2018/19 is hereby confirmed and continued at the rates levied in past fiscal years since the date of formation of each LLADs as set forth in the following table:

Unit	LLAD	2018-19 Rates
#30	AIRPARK LLAD	\$60.14
#31	UNIT 6 LLAD	\$54.50
#32	UNIT 7 LLAD	\$36.18
#33	UNIT 8 LLAD	\$36.20
#34	VIEWPOINTE LLAD	\$45.06
#35	GOLDORADO LLAD	varies by size of parcel
#36	UNIT 11 LLAD	\$22.42
#37	UNIT 12 LLAD	\$37.28
#38	CAMERON WOODS 1-5 LLAD	\$47.50
#39	BAR J 15A COUNTRY CLUB LLAD	\$48.24
#40	BAR J 15B MERRYCHASE LLAD	\$190.04
#41	CREEKSIDE LLAD	\$31.00
#42	EASTWOOD LLAD	\$223.54
#43	DAVID WEST LLAD	\$165.00
#44	CAMBRIDGE OAKS LLAD	\$14.88
#45	NORTHVIEW LLAD	\$324.00
#46	CAMERON VALLEY LLAD	\$106.52
#47	CAMERON WOODS 8 LLAD	\$113.18
#48	SILVER SPRINGS	\$0.00
#50	BAR J15A No. 2	\$45.66

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

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

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

PASSED AND ADOPTED by the Board of Directors of the Cameron Park Community Services District, at a meeting held on the 18th day of July 2018, by the following vote of said Board:

AYES:

NOES:

ABSENT:

ATTEST:

Director Holly Morrison, President,
Board of Directors

General Manager Jill Ritzman
Secretary of the Board

Agenda Transmittal

DATE: July 18, 2018

FROM: Jill Ritzman, General Manager

AGENDA ITEM #10: **ADVANCED LIFE SUPPORT AMBULANCE AGREEMENT BETWEEN EL DORADO COUNTY EMERGENCY SERVICES AUTHORITY AND CAMERON PARK COMMUNITY SERVICES DISTRICT**

RECOMMENDED ACTION: APPROVE Resolution 2018-15

BUDGET ACCOUNT: FIRE DEPT BUDGET 3000; **\$1,150,000 Total Program Budget**

BUDGET IMPACT: **Impact to General Fund, if any, to be determined**

- **Revenue Acct 4260**
 - **Various expenditure accounts for Cal Fire contract services and supplies**
-

INTRODUCTION

Cameron Park Community Services District (District) and the El Dorado County Emergency Services Authority (JPA) enter into an agreement annually for the delivery of pre-hospital emergency medical service. The District is one of five agencies providing services to the JPA. Contracted agencies operate medic units and are reimbursed for their costs with funds from the JPA. These costs include personnel, operating expenses, equipment and administrative overhead. The District provides one ambulance and six employees for daily, around the clock coverage.

BACKGROUND

In February 2018, the Board of Directors approved Resolution 2018-02, the proposed District/JPA budget for Fiscal Year 2018/19. Shortly before the District's June budget hearing, staff was notified of a change to the proposed budget made by the El Dorado County Board of Supervisors. Each agency will be receiving a fixed amount of \$1,150,000 for each ambulance. Any realized annual savings can be set aside by each agency for capital purchases such as ambulances.

FISCAL IMPACT

The JPA reimbursement in Fiscal Year 2016/17 was \$1,011,556, an amount below the fixed rate. The estimated reimbursement for Fiscal Year 2017/18 is \$1,181,008, an amount above the fixed rate. Costs to provide ambulance services has grown 12% since Fiscal Year 2015/16.

The District's final budget, scheduled for consideration by the Board in September, will contain adjustments related to the fixed JPA reimbursement rate.

FIRE AND EMERGENCY SERVICES COMMITTEE

The Fire and Emergency Services Committee reviewed the proposed JPA agreement and supports the agreement and proposed resolution.

Exhibits:

Exhibit A - Resolution No. 2018-15

Exhibit B - Advanced Life Support Ambulance Agreement between El Dorado County Emergency Services Authority and Cameron Park Community Services District



The logo for Cameron Park Community Services District is a circular emblem. The outer ring contains the text "COMMUNITY SERVICES DISTRICT" in a light blue font. Inside the circle, there is a landscape scene with a yellow sun setting behind a line of trees, and several cattails in the foreground. Below the circle is a yellow banner with the words "CAMERON PARK" in a large, serif font. The entire logo is semi-transparent and serves as a background for the text on the page.

Exhibit A

RESOLUTION NO. 2018-15
Board of Directors
Cameron Park Community Services District
July 18, 2018

**RESOLUTION APPROVING THE ADVANCED LIFE SUPPORT AMBULANCE
AGREEMENT BETWEEN
EL DORADO COUNTY EMERGENCY SERVICES AUTHORITY AND
CAMERON PARK COMMUNITY SERVICES DISTRICT**

WHEREAS the Board of Directors of the Cameron Park Community Services District has reviewed the proposed Advanced Life Support (ALS) Ambulance Agreement between the El Dorado County Emergency Services Authority (Hereinafter referred to as "JPA") and the Cameron Park Community Services District (District); and

WHEREAS the proposed ALS Ambulance Agreement is reviewed and reaffirmed by both the JPA and District to provide ALS services in El Dorado County, be it for an emergency, at a special event, or routine medical transportation; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Cameron Park Community Services District does hereby approve the ALS Ambulance Agreement between the JPA and District.

BE IT FURTHER RESOLVED, that the president of the District Board be and hereby is authorized to sign and execute the said ALS Ambulance Agreement on behalf of the District.

PASSED AND ADOPTED by the Board of Directors of the District at a regularly scheduled meeting held on July 18, 2018 by the following vote of said Board:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

Director Holly Morrison, President
Board of Directors

Jill Ritzman, General Manager
Secretary to the Board



El Dorado County Emergency Services Authority

ADVANCED LIFE SUPPORT AMBULANCE AGREEMENT BETWEEN EL DORADO COUNTY EMERGENCY SERVICES AUTHORITY AND CAMERON PARK COMMUNITY SERVICES DISTRICT

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

RECITALS

1. WHEREAS, the JPA is responsible for providing Advanced Life Support [ALS] pre-hospital medical care within its jurisdiction, in compliance with the Contract for Pre-hospital Advanced Life Support and Dispatch Services with the County of El Dorado [Master Contract]; and
2. WHEREAS, Contractor desires to provide ALS ambulance services in El Dorado County, be it for an emergency, at a special event, or routine medical transportation; and
3. WHEREAS, the Contractor, from time to time is requested to provide Standby Services for Special Events, such as for an event where spectators and/or participants in the event have a potential for illness or injury, or for any situation where an event results in a gathering of persons in one general locale, sufficient in numbers, or engaged in an activity, that creates a need to have one or more EMS resources at the site as defined by EMS Agency Policy issued by the EMS Agency Medical Director; and
4. WHEREAS, the JPA and the Contractor agree that it is necessary to clearly define all expectations and regulations regarding the provision of Standby and Special Event Services in the current Contractor Contract; and
5. WHEREAS, this Agreement is developed in compliance with the Master Contract with the County of El Dorado; and
6. WHEREAS, Contractor agrees to comply with the requirements of the California Health and Safety Code, Division 2.5, Section 1797 et seq.; California Code of Regulations, Title 22, Division 9, Chapter 4, Article 7, Section 100167; the County Emergency Medical Service and Medical Transportation Ordinance; the Contract for Pre-hospital Advanced Life Support and Dispatch Services with the County of El

Dorado; the standards of the El Dorado County EMS Agency, including but not limited to the County EMS Agency Policy and Procedure Manual, El Dorado County Trauma Plan, and applicable agency, State or local statutes, ordinances or regulations; and

7. WHEREAS, the El Dorado County EMS Agency Medical Director, [EMSA MD] through the County EMS Agency, and as defined in the Master Contract, has the authority to develop overall plans, policies, and medical standards to ensure that effective levels of ALS care are maintained within the County; and that the EMSA MD has the authority for establishing the minimum required medical equipment, medication inventories, and medical protocols, with exception to ambulance specifications; and
8. WHEREAS, the JPA and the Contractor agree that a higher level of medical training may be necessary to provide patient care. The JPA may require the Contractor to provide a higher standard of medical training than is required by the California Code of Regulations Title 22; and
9. WHEREAS, the EMSA MD shall have retrospective, concurrent, and prospective medical control including access to all medical information pertinent to data collection, evaluation and analysis; and
10. WHEREAS, County is a Covered Entity, as defined in the Privacy Rule of the Health Insurance Portability and Accountability Act, Pub. L. No. 104-161 of 1996 ("HIPAA") and Contractor is defined as a Business Associate of the County under this law, which requires protection of any disclosure of Public Health Information (PHI) pursuant to this Agreement; and includes adherence to the Health Information Technology for Economic and Clinical Health Act (the HITECH Act), as incorporated in the American Recovery and Reinvestment Act of 2009, Public Law 111-005; the Genetic Information Nondiscrimination Act (the GINA).
11. Definitions contained in the Master Contract are herein incorporated into this Agreement by reference.

SCOPE OF SERVICES

12. Contractor agrees to provide full service ALS Ambulance Services as described in this Agreement, and the terms and conditions of the El Dorado County Emergency Medical Service and Medical Transportation Ordinance. In the performance of its obligation hereunder, it is agreed that the Contractor is subject to the medical control of the EMSA MD, and to the control or direction of the JPA.
13. Contractor shall provide and operate one (1) pre-hospital ALS ambulance as provided in the California Code of Regulations, Title 22, Division 9, Chapter 4, Article 7, Section 100167.
14. Contractor shall at all times meet the requirements set forth by the California Highway Patrol; the California Vehicle Code; the State of California Health and

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

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

15. This Agreement is for pre-hospital ALS ambulance services provided in the primary response area of El Dorado County known as CSA No. 7. Contractor shall be responsible for providing pre-hospital ALS ambulance services for all requests for ALS service received from any person or any agency in the coverage area and dispatched through the designated dispatch center.
16. Contractor shall ensure that personnel shall be familiar with local geography throughout the primary response area.

SERVICE STANDARDS

17. Contractor shall respond to requests for emergency medical services from the designated dispatch center. If an ALS unit responds to an emergency medical service without authorization from the designated dispatch center the ALS unit shall notify the dispatch center immediately of such response.
18. Contractor shall immediately respond to requests for emergency medical service to the address or place given unless diverted by the designated dispatch center.
19. Contractor shall promptly respond an ALS ambulance to the emergency call unless diverted by the designated dispatch center pursuant to the JPA's System Status Management Plan.
20. Paramedic[s] shall notify the designated dispatch center when in route to, upon arrival at scene, upon departure from the scene, upon arrival at hospital, and upon departure from hospital. Ambulances shall notify the designated dispatch center when they are committed to a call, out of service, or when any other status change occurs.
21. Paramedic[s] shall notify the base hospital and give a report on patient status, treatment given, and shall communicate current and ongoing patient assessments to the Base Hospital and collaborate with Base Hospital in the provision of care and follow physician or MICN direction as instructed.
22. If contact with the base Hospital is not obtainable, the Paramedic[s] shall operate under El Dorado County Treatment Protocols.

23. In the event that Contractor is unable to respond to a request for an ambulance, the Contractor shall immediately notify the designated dispatch center.
24. Contractor shall not advertise itself or the responding unit as providing ALS services unless routinely providing ALS services on a continuous twenty-four (24) hr-per-day basis, as provided in the California Code of Regulations, Title 22, Division 9, Chapter 4, Article 7, Section 100167.
25. Contractor shall meet the response time criteria as established in the Master Contract. Falling below the 90% arrival time in a given month for Urban, Semi-Rural, Rural or Wilderness will result in fines being levied by the County as outlined in Section 2.1.12 (g) (i) of the Master Contract.
26. Contractor shall implement said ALS services as a part of the JPA's response system within the Primary Response Area and adhere to a System Status Management Plan developed by the JPA at all times during the term of this Agreement.
27. The Contractor shall abide by the policies and operating procedures set forth by the JPA to meet the implementation of the System Status Management Plan including system move-up, staffing adjustments, transfers, standbys, and all other activities of the ambulance service.

Standby and Special Event Coverage

A. Non-dedicated Standby Ambulance Service

Upon request by law enforcement and/or fire departments, and where available units/staffing exist, the Contractor may furnish courtesy stand-by ambulance coverage at emergency incidents involving a potential danger to the personnel of the requesting agency or the general public.

Other community service-oriented entities may request non-dedicated standby ambulance coverage for special events from the Contractor. The Contractor is encouraged to provide such non-dedicated stand-by coverage to events when possible.

The Contractor will offer such non-dedicated standby ambulance services at no charge.

B. Dedicated Standby Ambulance Service

Community service-oriented entities or commercial enterprises may request dedicated stand-by ambulance coverage for special events from the Contractor. Each dedicated standby ambulance service event shall have a two-hour minimum.

The Contractor will offer such dedicated standby ambulance services at the rates established by the El Dorado County Board of Supervisors. The Contractor is hereby authorized by JPA to execute any necessary contracts for these services

with the requester of services. Contractor shall secure all billing information required by County so that County can bill the responsible parties for such services and provide to the JPA a copy of any such contract and required billing information.

DESIGNATIONS

28. The designated base hospital provides on-line medical control according to the California Health and Safety Code, Division 2.5, Section 1798 through and including Section 1798.105. The designated base hospital for County Service Area No. 7 is Marshall Hospital.
29. The designated dispatch center for County Service Area No. 7 is Cal Fire, identified as Camino on the radio and currently located at Mount Danaher. Contractor shall respond to requests for pre-hospital ALS services from the designated dispatch center.

PERSONNEL

30. Contractor shall ensure that all Paramedic personnel are licensed by the State of California and accredited with the County EMS Agency. Contractor shall ensure that EMT personnel are State of California certified. Personnel whose certification/accreditation has lapsed shall not be allowed to provide pre-hospital care within El Dorado County until they have met all requirements to bring current their certification/accreditation.
 - A. Contractor shall ensure compliance with all EMT and EMT-P regulations from the State of California Health and Safety Code, Division 2.5, and Title 22, Division 9, and ensure that the County EMS Agency Policies, Procedures and Field Treatment Protocols are followed. For each new employee, Contractor shall provide a copy of such records of certification and/or accreditation to the JPA.
 - B. Contractor shall ensure that all personnel will not use intoxicating substances while on duty, nor shall they be used in the eight (8) hours prior to reporting for duty.
 - C. In compliance with federal law, the JPA and its Contractors shall maintain a drug free workplace, including legalized marijuana.
31. Contractor shall maintain a minimum ambulance staffing level of not less than one (1) EMT and one (1) Paramedic.
32. In the case of a Critical Care Transport (CCT), each CCT ambulance shall be staffed with a minimum of one EMT and qualified medical person(s) to provide critical care during transport, as agreed upon by the sending hospital. Each ambulance shall be equipped with appropriate medical equipment and supplies.

33. Contractor shall ensure that the medical certification and/or accreditation level of all personnel be clearly displayed. Said identification shall be worn as deemed operationally necessary.
34. The maximum unit hour utilization (UHU) for 24-hour ambulance transport unit crews shall not exceed 0.40 continuously without County approval. County shall review the JPA's System Status Management Plan any time the ratio of transports to unit-hour production exceeds 0.40 UHU.
35. Contractor shall maintain good working relationships with fire agencies; first response agencies; law enforcement; base hospitals; County EMS Agency; and City and County staff. The conduct of personnel must be professional and courteous at all times.
36. Contractor shall conduct annual written performance evaluations on each employee with regard to their medical duties and performance.
37. Contractor shall participate in the Department of Motor Vehicle Pull Notice program for regular updates of employees' driver's license status.
38. Contractor shall comply with all applicable JPA policies, operating procedures, and standards.
39. The Contractor will negotiate individually with recognized employee organizations for wage and fringe benefits as well as working conditions.

EQUAL OPPORTUNITY EMPLOYER

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

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

TRAINING & EDUCATION

41. Contractor shall maintain records of all EMS training, continuing education and skills maintenance as required by the El Dorado County EMS Agency. Contractor

shall provide to the County EMS Agency specific records upon written request, through the JPA.

42. Contractor shall participate in EMS system components that include paramedic, nurse and trainee field observations including ride-a-longs, disaster drills, and continuing education programs.
43. Contractor shall provide qualified paramedic personnel to be Field Training Officers (FTO's) to instruct and accredit paramedics who are new to the system or who are in an approved paramedic internship program. FTO's shall provide orientation to El Dorado County EMS Policies, Procedures, Protocols, Trauma Plan, EMS Plan; EMS radio communication and Base Station receiving hospitals, and the JPA Policies & Procedures. FTO's shall provide training in any optional scope of practice procedure currently in effect in El Dorado County.
 - Contractor shall ensure that FTO's shall be allowed to attend meetings and/or training pertinent to the El Dorado County EMS system. The EMSA MD shall approve all El Dorado County FTO's.
44. Contractor shall participate in providing community education on 9-1-1 system access, CPR and first aid, and may utilize community organizations to support and enhance local community efforts in providing public education.
45. The Contractor agrees that paramedics shall receive training and maintain their certifications in Advanced Cardiac Life Support (ACLS)* and Pediatric Advanced Life Support (PALS)* or Pediatric Education for Pre-hospital Professionals (PEPP) or a comparable advanced pediatric life support course approved by the EMSA MD.
 - * Per American Heart Association Guidelines.
46. The Contractor agrees that paramedics shall receive training and maintain their accreditation in the El Dorado County local paramedic renewal program as required annually by the Emergency Medical Services Medical Director. Such training shall not exceed four (4) hours unless approved by the JPA System Status Management Committee prior to the implementation of any proposed training.
47. In Addition to being either a paramedic or EMT, Contractor agrees that employees staffing an ambulance shall at minimum meet the requirements of the State Fire Marshal's Office as a Firefighter 1. Employees will receive on-going firefighting training and shall participate in exercise drills to maintain an acceptable level of skill, knowledge and experience. Employees will be suitably outfitted with the necessary protective equipment and gear to perform the duties of a Firefighter1.

QUALITY ASSURANCE

48. Contractor shall have and maintain a comprehensive internal medical and operational quality assurance policy that is approved by the JPA and County EMSA. This program shall, at a minimum, monitor and evaluate the pre-hospital

Advanced Life Support services required in this Agreement. The program shall be reviewed and approved by the JPA.

49. Contractor shall participate in assigned JPA quality improvement/quality assurance activities and shall appoint appropriate personnel to serve on pre-hospital and disaster committees, as needed. These committees and/or activities shall include, but are not limited to, Continuous Quality Improvement Committee (CQIC), Medical Advisory Committee (MAC), peer review, post incident critiques, and or as mutually agreed upon between the Contractor and the JPA
50. Contractor shall cooperate fully in supplying all requested documentation to the JPA, the Base Hospital and the County EMS Agency, and shall participate fully in all quality assurance programs mandated by the County.
51. Contractor shall allow inspections, site visits or ride-a-longs at any time by JPA and County EMS Agency staff, with a minimum of one (1) hour notice to the Fire Chief for purposes of JPA contract compliance and medical quality assurance.
52. Contractor shall comply with California Code of Regulations, Title 22. Social Security, Division 9. Pre-Hospital Emergency Medical Services, Chapter 12. EMS System Quality Improvement, Articles 1 thru 5.

MUTUAL AID, MASS CASUALTY & DISASTER

53. Mutual aid response shall be performed in accordance with approved cover and mutual aid agreements. In the course of rendering Mutual Aid, the Contractor shall be exempt from the maximum response time standards criteria. Contractor shall advise dispatch that they are unable to respond to mutual aid requests if such response is in conflict with a response in the Primary Response Area.
54. Contractor shall cooperate with JPA in establishing disaster and multi-casualty incident plans, policies and procedures; and assist in planning and participate in interagency disaster/multi-casualty incident training exercises annually.
55. During declared disasters or large-scale multi-casualty incidents, Contractor shall be exempt from all responsibilities for response-time performance. When the Contractor is notified that disaster assistance is no longer required, the Contractor shall return its resources to the primary area of responsibility and shall resume all operations in a timely manner.

AMBULANCE SUPPLIES & EQUIPMENT

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

57. Standards for medical equipment shall be in compliance with the County EMS Agency Policy and Procedure Manual. The County EMS Agency shall maintain the Policy and Procedure Manual and manual updates online at their website. Contractor shall be charged with knowledge of the Policies & Procedures. Policies and Procedures shall be updated from time to time as determined necessary by the County EMS Agency.
58. Compliance with these medical equipment requirements is mandated for in service reserve ambulances. The ambulance and supplies shall be maintained in a clean, sanitary and safe mechanical condition at all times.
59. Upon inspection by the County or the JPA, any primary or in service, reserve ambulance failing to meet these medical equipment requirements shall be immediately removed from service and remain out of service until any deficiency is corrected. At the time when a reserve ambulance unit is used to provide the services required by this Agreement, the unit shall comply with all equipment requirements as specified in this Agreement.
60. Contractor shall utilize and maintain two-way communication equipment that is compatible with County approved dispatch, designated Base Station facilities and all EMS users. Communication capabilities and use of frequencies may be monitored by the JPA and the County EMS Agency.
61. Contractor shall recognize the right of the JPA to move issued equipment to another Contractor as needed to assure system wide services, as long as such movement does not impede Contractor's ability to provide the services defined in the Master Contract.
62. Contractor shall not take ownership of the ambulance and all related equipment.
63. The JPA shall provide ambulances and all other pertinent equipment needed to function as an Advance Life Support Unit.

REPORTS & POLICIES

64. Contractor shall submit reports and data to the JPA in a form and manner approved by the JPA. The articles hereinafter detail reporting requirements and timetables, which are intended to be mandatory and exemplary but not intended to be all-inclusive. Contractor shall be responsible to ensure that all information is provided to the JPA in a timely manner as indicated throughout this Agreement.
65. Contractor personnel shall utilize the El Dorado County "Pre-hospital Care Report" (PCR) (in electronic digital and/or paper form) for all emergency and non-emergency responses including non-transports.
 - A. The Pre-hospital Care Report and billing paperwork shall be submitted to the County according to the time frames established in writing by Ambulance Billing as required by El Dorado County EMS Policy.

- B. Contractor personnel shall perform due diligence to obtain and transmit all required billing and patient care information. If circumstances arise which limit the availability of patient information, billing information, and associated information, Contractor shall remain responsible to obtain the required information and submit it to the County. Contractor personnel shall adhere to the requirements of the El Dorado County EMS Policy for proper reporting and documentation.
 - C. In the case of ALS first responder where the first responder maintains patient care and rides in the ambulance one of the following documentation options shall be utilized, a) PCR may be filled out by the first responder paramedic and utilized as the only PCR for that patient; or, b) the first responder paramedic completes a first responder PCR, and the ambulance paramedic completes a separate PCR. The ambulance PCR may refer to the first responder PCR by writing "See First Responder PCR" where appropriate. Where the first responder report is not complete prior to the ambulance leaving the scene, and any portion of the incomplete PCR is passed on to the transporting unit, it shall not be considered an official document.
66. Ambulance Billing shall notify the JPA of failure to adequately complete and submit a PCR within forty-eight (48) hours of the completion of the call. Repeated failures to adequately complete the PCR shall be reported to the JPA, and the JPA shall notify Contractor to correct the omission/error situation. The Contractor shall have five business days in which to furnish the required information to Ambulance Billing. Failure to do so the JPA will fine Contractor two hundred and fifty (\$250) dollars.
- A. For every ePCR that is not accurately completed and turned over to the County within thirty (30) days of the completion of each call, the JPA shall fine Contractor an additional one thousand (\$1,000) dollars.
67. Contractor shall furnish its personnel with Incident Report forms and shall ensure that its personnel understand and utilize such forms. Contractor shall notify the JPA within 24 hours of a sentinel event. Examples: injury to patient, crew or public, or high-profile incident. Contractor may also provide notification and Incident Forms to the El Dorado County EMS Agency.
68. Contractor shall document any and all incidents of unusual activities or occurrences that impacted or had an effect on the normal delivery of services. Events that an attending Paramedic or the Contractor feel should be documented but are not appropriate to include on the PCR should be included on the Incident Report. Such activities may include but are not limited to: acts of violence against personnel, combative patients, patient care concerns, inter-agency conflicts, medical equipment failures, obstacles to responses including chronic adverse road conditions, and radio, dispatch, or communication failures. Any other unusual activities that have the potential of affecting patient care shall be documented in established EMSA forms and faxed to the JPA by the next business day.
69. Contractor shall document vehicle failure above and beyond usual scheduled maintenance and repairs and ambulance vehicle accidents that could potentially

have a detrimental effect on patient care issues. Vehicle failure and ambulance accident reports shall be sent to the JPA within 24 hours of the occurrence.

70. For each response within the previous calendar month that exceeds the Response Time Standard for the area of dispatch location (Urban, Semi-Rural, Rural, or Wilderness) Contractor shall submit a Response Time Exception Report to the JPA. The reason for the delayed response time shall be clear, precise, and verifiable in order to determine if the exception is acceptable. These reports shall be submitted to the JPA for the previous calendar month of service on a monthly basis before the 7th day of the next month.
71. Contractor shall be responsible for maintaining complete and legible vehicle inspection logs and have them available for audit by the JPA for a period of one year.
72. Contractor shall be responsible to comply with all operational policies and standards currently articulated in this Agreement; the JPA's Policy and Procedure Manual; the Health and Safety Code, Division 2.5; California Code of Regulations, Title 22, Division 9, policies and procedures promulgated by the California Emergency Medical Services Authority and by the El Dorado County Medical Services Agency.
73. The Contractor will provide services to JPA and in conjunction with the provision of such services, certain Protected Health Information ("PHI") may be made available to Contractor for the purposes of carrying out its obligations. Contractor agrees to comply with all the terms and conditions of Appendix A, HIPAA Business Associate Agreement, attached hereto and made by reference a part hereof, regarding the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the regulations promulgated thereunder.

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

74. Contractor shall comply with all applicable JPA policies, operating procedures, and standards.
75. Contractor shall maintain an equipment inventory list and conduct an annual inventory of all fixed assets of JPA and/or CSA-7. The list shall be submitted to the JPA annually and certified by the Contractor that it is accurate.

COMPETITION

76. Contractor, and its principals are prohibited from engaging in any enterprise that effectively results in competition for emergency and non-emergency ambulance

services of any kind within the Primary Response Area as described in this Agreement

BILLING FOR SERVICES

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

COMPENSATION

78. Compensation shall be the JPA Board approved budget amounts as outlined in Appendix B.
79. Contractor shall maintain fiscal records necessary and prudent to meet the standards for accounting practices in use by the County, County Service Area 7 and the JPA.
80. The JPA will reimburse other Contractor's for any use of their personnel, on a regular basis, in order to provide coverage of back-up units, special details or assignments. Such reimbursement to be at the actual cost of such services to the other members of the JPA.
81. A Contractor shall not assume liability for the payment of salary, wages or other compensation to officers, agents or employees of the other Contractor's or parties performing service under the Master Contract, or any liability other than that provided in this agreement.
82. Contractor shall not be responsible for claims to benefits, wages, seniority, or other employee rights granted by any other Contractor to its employees if or when such other Contractor employees are assigned to the Contractor in the performance of services and functions pursuant to this agreement.
83. Contractor shall not be liable for compensation to or indemnification of other Contractor or parties performing service under the Master Contract for injury or sickness arising out of the performance of this agreement.
84. The JPA shall provide the funding for ambulance attendants' professional liability coverage for operations involving ambulance medical services, and for collision and comprehensive coverage for equipment of and on the ambulance.

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

CHANGES

86. This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and approved by the duly authorized Boards and fully executed by duly authorized officers of the parties hereto.
- A. This Agreement may be terminated by either party, upon receipt of written notice, with at least a 90-calendar day advance notice.
 - B. The JPA may deny, suspend or revoke this Agreement for failure of the Contractor to comply with this Agreement, the El Dorado County Emergency Medical Service and Medical Transportation Ordinance; or applicable policies, procedures and regulations.

INDEPENDENT PROVIDER

87. Contractor is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by terms of this Agreement. Contractor exclusively assumes responsibility for acts of its employees, associates, and subcontractors, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.
- A. Contractor shall be responsible for performing the work under this Agreement in a safe, professional, skillful and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. JPA shall not be charged with responsibility of preventing risk to the Contractor or its employees.
 - B. JPA engages Contractor for Contractor's unique qualifications and skills as well as those of Contractor's personnel. Contractor shall not subcontract, delegate or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of JPA.

NON-DISCRIMINATION, BENEFITS, & FACILITIES

88. Contractor certifies under the laws of the State of California that Contractor shall not unlawfully discriminate in the provision of services because of race, color, creed, national origin, sex, age, or physical or mental disability as provided by State and federal law and in accordance with Title VI of the Civil Rights Act of 1964 [42 USC 2000(d)]; Age Discrimination Act of 1975 (42 USC 6101); Rehabilitation Act of 1973 (29 USC 794); Education Amendments of 1972 (20 USC 1681); Americans with Disabilities Act of 1990 (42 USC 12132); Title 45, Code of Federal

Regulations, Part 84; provisions of the Fair Employment and Housing Act (Government Code Section 129000 et seq.); and regulations promulgated thereunder (Title 2, CCR, Section 7285.0 et seq.); Title 2, Division 2, Article 9.5 of the California Government Code, commencing with Section 11135; and Title 9, Division 4, Chapter 6 of the California Code of Regulations, commencing with Section 10800.

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

INDEMNITY

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

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

INSURANCE

92. The Contractor shall provide to the JPA proof of a policy of insurance and documentation evidencing that the Contractor maintains insurance that meets the following requirements set forth hereinafter.
- A. Full Worker's Compensation and Employers' Liability Insurance covering all JPA funded employees of the Contractor as required by law in the State of California.
 - B. Commercial General Liability Insurance of not less than \$6,000,000 combined single limit per occurrence for bodily injury and property damage.
 - C. Automobile Liability Insurance of not less than \$6,000,000 on the ambulances.
 - D. Professional liability for JPA funded employees is required with a limit of liability of not less than \$6,000,000 per occurrence.
 - E. Contractor shall furnish a certificate of insurance satisfactory to the JPA as evidence that the insurance required above is being maintained. The insurance shall be issued by an insurance company acceptable to the JPA.
93. Contractor agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of the JPA and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, JPA may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

- A. The certificate of insurance must include the following provisions stating that:
1) The insurer shall not cancel the insured's coverage without thirty (30) days prior written notice to JPA, and; 2) The JPA, its officers, officials, employees, and volunteers are included as additional insured, but only insofar as the operations under this Agreement are concerned. This provision shall apply to all liability policies except worker's compensation and professional liability insurance policies.
94. Contractor's insurance coverage shall be primary insurance as respects to the JPA, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the JPA its officers; officials, employees or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.
- A. Any deductibles or self-insured retentions must be declared to and approved by the JPA, either:
1. The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the JPA, its officers, officials, employees, and volunteers; or
 2. Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
95. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the JPA, its officers, officials, employees or volunteers.
96. The insurance companies shall have no recourse against the JPA, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
97. The Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
98. In the event the Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- Certificate of insurance shall meet such additional standards as may be determined by the JPA.

INTEREST OF PUBLIC OFFICIAL

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

INTEREST OF CONTRACTOR

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

VENUE

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

ADMINISTRATION

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

JPA

480 Locust Road
Diamond Springs, CA 95619
530-642-0622
Attn: Sherrie Kelley

Contractor

Cameron Park Community Services District
3200 Country Club Drive
Cameron Park, CA 95682

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

DISPUTES

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

STATUS

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

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

FORCE MAJEURE

107. If any party hereto is rendered unable, wholly or in part, by Force Majeure to carry out its obligations under this agreement, that party shall give to the other parties hereto prompt written notice of the Force Majeure with reasonable full particulars concerning it.
108. Thereupon, the obligations of the party giving the notice, so far as they are affected by the Force Majeure, shall be suspended during, but no longer than the continuance of, the Force Majeure, except for a reasonable time thereafter required to resume performance.
109. During any period in which any party hereto is excused from performance by reason of the occurrence of an event of Force Majeure, the party so excused shall promptly, diligently, and in good faith take all reasonable action required in order for it to be able to commence or resume performance of its obligations under the agreement.
110. Without limiting the generality of the foregoing, the party so excused from performance shall, during any such period of Force Majeure, take all actions reasonably necessary to terminate any temporary restraining orders or preliminary or permanent injunctions to enable it to so commence or resume performance of its obligations under the agreement
111. The party whose performance is excused due to the occurrence of an event of Force Majeure shall, during such period, keep the other parties notified of all such actions required in order for it to be able to commence or resume performance of its obligations under the agreement.
112. Force Majeure is defined as an act of God, act of public enemy, war and other causes not reasonably within the control of any parties hereto.
113. The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.
114. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force and effect without being impaired or invalidated in any way.
115. This agreement shall become effective when fully executed by the parties hereto and will remain in effect, unless terminated pursuant to provisions herein. This Agreement will be reviewed before March 1st of each year.
116. This document and the 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 understandings.

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

For the JPA

Date _____

For the Contractor

Date _____

Appendix A

HIPAA Business Associate Agreement

EL DORADO COUNTY EMERGENCY SERVICES AUTHORITY AND CAMERON PARK COMMUNITY SERVICES DISTRICT

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

RECITALS

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

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

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

WHEREAS, the JPA and its sub-contracting agencies that are recipients of PHI are Business Associates as defined in the Privacy Rule; and

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

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

1. Definitions. Unless otherwise provided in this Amendment, capitalized terms shall have the same meanings as set forth in the Privacy Rule, as may be amended from time to time.
2. Scope of Use and Disclosure by the Business Associate of County

Disclosed PHI.

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

3. Obligations of the Business Associate. In connection with its use of PHI

disclosed to the Business Associate, the Business Associate agrees to:

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

4. PHI Access, Amendment and Disclosure Accounting.

The Business Associate agrees to:

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

disclosures as would be required for the JPA to respond to a request by an Individual for an accounting of disclosures of PHI.

- (2) The JPA agrees to provide to JPA or an Individual, within sixty (60) days, information collected in accordance with this section to permit the JPA to respond to a request by an Individual for an accounting of disclosures of PHI.
- (3) The Business Associate shall have available for the JPA the information required by this section for the six (6) years preceding the JPA's request for information.

- D. Make available to the JPA, the Business Associate's internal practices, books and records relating to the use of and disclosure of PHI for purposes of determining the Business Associate's compliance with the Privacy Rule, subject to any applicable legal restrictions.
- E. Within thirty (30) days of receiving a written request from JPA, make available any and all information necessary for JPA to make an accounting of disclosures of JPA PHI by the Business Associate.
- F. Within thirty (30) days of receiving a written request from JPA, incorporate any amendments or corrections to the PHI in accordance with the Privacy Rule in the event that the PHI in the Business Associate's possession constitutes a Designated Record Set.
- G. Not make any disclosure of PHI that JPA would be prohibited from making.

5. Obligations of JPA.

- A. JPA agrees that it will make its best effort to promptly notify the Business Associate in writing of any restrictions on the use and disclosure of PHI agreed to by JPA that may affect the Business Associate's ability to perform its obligations under the Underlying Agreement, or this Amendment.
- B. JPA agrees that it will make its best effort to promptly notify the Business Associate in writing of any changes in, or revocation of, permission by any Individual to use or disclose PHI, if such changes or revocation may affect the Business Associate's ability to perform its obligations under the Underlying Agreement, of this Amendment.
- C. JPA agrees that it will make its best effort to promptly notify the Business Associate in writing of any known limitation(s) in its notice of privacy practices to the extent that such limitation may affect the

Business Associate's use of disclosure of PHI.

- D. JPA shall not request the Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by JPA, except as may be expressly permitted by the Privacy Rule.
- E. JPA will obtain any authorizations necessary for the use or disclosure of PHI, so that the Business Associate can perform its obligations under this Amendment and/or the Underlying Agreement.

6. Terms and Termination.

This Amendment shall commence upon the Effective Date and terminate upon the termination of the Underlying Agreement, as provided therein.

7. Amendment to Indemnity.

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

With respect to any action or claim subject to indemnification herein by the Business Associate, the Business Associate shall, at their sole cost, have the right to use counsel of their choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of JPA; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes the Business Associate's indemnification to JPA as set forth herein. The Business Associate's obligation to defend, indemnify and hold harmless JPA shall be subject to JPA having given the Business Associate written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information

and reasonable assistance, at the Business Associate's expense, for the defense or settlement thereof. The Business Associate's obligation hereunder shall be satisfied when the Business Associate has provided to JPA the appropriate form of dismissal relieving JPA from any liability for the action or claim involved.

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

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

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

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

Appendix B

COMPENSATION FOR SERVICES

EL DORADO COUNTY EMERGENCY SERVICES AUTHORITY AND CAMERON PARK COMMUNITY SERVICES DISTRICT

1. The Contractor acknowledges and agrees 1) that the JPA's Master Contract with the County is funded from three specific funding sources: CSA No. 7 Property Tax, CSA No. 7 Special Tax, and Ambulance Billing revenue; 2) all of these funding sources are limited and fluctuate from year to year; 3) there are three primary categories of on-going expenditure that must be sustained by CSA No. 7 funding: CSA No. 7 administration activities performed by the County, JPA ambulance services and ambulance billing/collection services; and, 4) the Master Contract is primarily a fixed price Agreement with annual adjustments plus standby revenue. The JPA and its Contractors agree that the County shall not fund compensation from any other funds or revenues, including but not limited to the County's General Fund.
2. The JPA shall compensate the Contractor in twelve (12) monthly payments of \$95,833.33 per ambulance based on the JPA operating eight (8) ambulances within CSA No.7, less any fines levied by the County as outlined in Section 2.1.12 (g) (i) of the Master Contract.
3. At any time during the Agreement, in the event that significant circumstances beyond the reasonable control of the JPA or Contractor, dramatically increase the Contractor's expenses or decrease County revenues, either the JPA or the County may request to meet and confer regarding the terms of the Master Contract.

Agenda Transmittal

DATE: July 18, 2018

FROM: Jill Ritzman, General Manager
Vicky Neibauer, Finance Officer

AGENDA ITEM #11: BUDGET PLAN OF ACTION TO ADDRESS DEFICIT SPENDING

RECOMMENDED ACTION: RECEIVE, REVIEW and COMMENT

INTRODUCTION

On June 20, 2018, the Board of Directors approved a Preliminary Base Budget to continue the current level of services with a deficit of \$369,692. With accurate documentation of annual expenditures and revenues, District staff will begin making budget changes to align revenues and expenditures which may affect future service levels. Goals are to:

- Cover annual operating costs,
- Fund an adequate Capital Improvement Plan that invests in capital assets, and
- Address long-term employee and retiree costs.

Considering that the current Preliminary Base Budget does not invest currently in capital improvements and preservation assets, this deficit is actually much greater, estimated to be twice the current deficit.

Budget and Administration Committee

The Budget and Administration Committee reviewed staff's plan to address the budget deficit, and recommended that the action steps and strategies be aligned with the District's Strategic Plan.

BACKGROUND

The Board of Directors approved a Five-Year Strategic Plan on February 17, 2016 (Attachment A: Five-Year Strategic Plan, Table 1 - Strategic Plan "At a Glance"). The Plan's strategic goals are organized into the following high priorities areas:

- Optimize Reserve Programs
- Increase Revenues
- Increase Participation in Programs and Facility Usage
- Continue to Follow Existing Top-Level Plans

- Maintain and Improve Fire Service
- Enhance Relations with the County and Community
- Strengthen Community Partnerships
- Address Deferred Maintenance Needs
- Stay ahead of Best Practices for Administration of the District

DISCUSSION

District staff developed the following list of short-term tasks and long-term strategies. The specific Strategic Plan goal(s) is cited by each item.

Short-Term, Immediate Tasks

Staff will continue to change business practices to realize a cost savings and efficiencies to provide services. The following items will be initiated now and the budget will be adjusted for the future budget hearings. These items will be completed by the end of the fiscal year.

- Use junior umpire program instead of paid umpires for adult sports (B.1, C.4)
- Change/reduce banner program; consider electronic sign(s) (C.2)
- Eliminate ornamental lawns and landscaping in low impact areas (B.1 & 3¹)
- Investigate opportunities and processes to install solar power for all buildings, including Community Center and Fire Stations (B.1 & 3)
- Install LED lighting in all buildings (B.1 & 3)
- Weed abatement in Cameron Park Lake – investigate lower costs (B.1 & 3)
- Invest in irrigation system to save water, electricity (B.1 & 3)
- Pool & lagoon chemicals savings; heat less frequently (B.1 & 3)
- Banking fees, interest rates (B.1, I)
- Insurance costs, incentives, Workers Comp changes (B.1, I)
- Eliminate paid storage (B.1)
- Go paperless (B.1, I)
- Bid vehicle fuel costs (B.1)
- Bid & update website; initiate, streamline social media initiatives (B.1, F.2, F.3)
- Review costs, reduce costs for employee health benefits (B.1, I)
- Seek and secure new community partnerships (B.1, F, G)

Recreation Program Changes

Recreation staff will review their current budget to determine whether the existing staff can initiate cost savings and generate new, additional revenues to assist in offsetting the cost of service delivery. The outcome and recommendations of this review will be brought to the Parks and Recreation Committee for discussion in August and September, and forwarded to the Board of Directors for consideration. The items to be considered include:

¹ Goal B.3– staff is including cost saving measures in addition to Increased Revenues for Parks & Facilities

- Activity Guide - cost saving measures for publishing and distributing (B.1,C.2 & 5)
- Paid marketing and advertisements (C.2 & 5)
- In-house design work (B.1, 2²)
- Review cost/benefit of all special events (B.1, 2 C.1,3)
- Recreation program fees and facility use fees increases (B.1, 2, 3)
- Expanding fee generating programs and implementing fewer programs that have minimal or no fees (B.1, 2)
- Evaluate changes in pool and lagoon operating hours, days (B.1, 2,3)
- Capitalize on grants and sponsorships (B.1, 2,3)

Employee and Retiree Costs

Staff is investigating options to address employee and retiree costs. Specifically, staff is investigating options to lower costs for providing benefits to employees and health care for retirees. The District's health care agreement with CAL PERS must be cancelled or renewed by June for the following calendar year. Options for prefunding future retiree health care will be investigated, along with possible impacts of the anticipated cost increases for CAL PERS pensions. Staff will keep the Budget & Administration Committee apprised of staff's work in this area with a goal of a full presentation regarding the District's options and cost savings/increases by the end of the year. (A.3, 4; B.1)

Evaluate Costs for Swimming Lagoon and Summer Spectacular

The Swimming Lagoon and Summer Spectacular are two iconic amenities provided by the District, and much discussed when budget challenges arise. Staff will determine all revenues and expenditures for each amenity and report back to the Budget & Administration Committee in August. (B.1, 2, 3)

New Initiatives

Several cost saving ideas have been discussed amongst staff, community members and Board members, in the past or currently. These are long-term measures that will take time to evaluate the cost/benefit, and implementation steps. Staff will begin investigating these initiatives and report back to the Budget & Administration Committee by the end of the year.

- Divesting the District of the open space properties (B.1)
- Long-term lease of community center and/or classrooms (B.1)
- New cell towers or roadside electronic signs (B.1)
- Refinancing Community Center bond (B.1)

² Goal B.2– staff is including cost saving measures in addition to Increased Revenues for Recreation

TIMELINE

A supplementation budget and finance timeline was provided to the District in April and again included in the June Budget report. The original timeline, with edits, is below:

May/June

- ~~Secure New Financial Software~~ COMPLETED

June/July

- ~~Approval of FY 2018/19 Budget, including pre funding retirement CalPERS obligations;~~
- ~~Determined Fund Balances and Descriptions for District Funds held at the County.~~ COMPLETED

(ADDED) August 1

- Implementation of Abila, new financial software
- Interface Rec Track and Abila for revenue tracking
- Final Fiscal Year 2018/19 Budget (Due September 1, 2018 to El Dorado County)

September

- Fire & Parks – Five-Year Capital Improvement Projects Budget (A.2; B; D.3, 5; H. 1,2)
- Set aside for Browning Reserve projects (A.2, H.1, 2)
- Report back on recommended recreation program and facility changes (B, C)
- Receive first financial report from Abila, new finance software

October

- Update Five-Year Budget Forecast and Assessment (B)
- Recommendations for implementing new fees for all services, fire marshal, architectural review, recreation programs and facility use (B)

December/January

- FY 2016/17 and FY 2018/19 Audit
- Conclude Vavrinek, Trine, Day & Co. (VTD) Services
- (ADDED) Report back on employee and retiree costs, current and long-term budget impacts and options to address (A.3,4; B; D.1)
- (ADDED) Report back with recommendations on new cost saving initiatives (B.1³)

³ B.1 staff is including cost saving measures in addition to Increased Revenues, Funding

CONCLUSION

Staff is requesting feedback from Board members and the community with goals to fund the District's annual operating costs, an adequate Capital Improvement Plan that invests in capital assets, and long-term employee and retiree costs. The realignment of the budget is expected to take, considering community input related to service level reductions and fee changes, a year or more. Staff's intent is to make lasting changes preserving the nature of the Community Services District with minimizing as much as possible impacts to residents.

Attachment

A: Five-Year Strategic Plan, Table 1 - Strategic Plan "At a Glance"



Table 1 –The Strategic Plan “At a Glance”

STRATEGIC ELEMENTS	STRATEGIC GOALS	ESTIMATED DATE Fiscal Year Completed
A. OPTIMIZE RESERVE PROGRAMS		
	A.1 Long-Range Financial Plan	2015/16
	A.2 Browning Reserve Study Update	2016/17
	A.3 Postretirement Health Benefit (Actuarial) Report	2012/13, 2015/16, 2017/18
	A.4 Postretirement Pension Benefit (Actuarial) Report	2015/16, then annually
	A.5 Adoption of Reserve Policies	2016/17
B. INCREASE REVENUES		
	B.1 Funding	2015/16, then annually
	B.2 Recreation	2015/16, then annually
	B.3 Parks & Facilities	2015/16, then annually
	B.4 CC&R/Architectural Review and Evaluate Fees	2016/17
C. INCREASE PARTICIPATION IN PROGRAMS AND FACILITIES USAGE		
	C.1 Provide Top-Quality Programs	Ongoing
	C.2 Increase Marketing and Public Relations	Ongoing
	C.3 Increase Facility Rentals and Identify New and Diverse Opportunities	Ongoing
	C.4 Volunteer Involvement	Ongoing
	C.5 Improve the Image of the CSD	Ongoing
D. CONTINUE TO FOLLOW OUR EXISTING TOP-LEVEL PLANS		
	D.1 GASB 45 Actuarial Valuation Report Update	2016/17
	D.2 Browning Reserve Study Update	2016/17
	D.3 Parks and Recreation Master Plan Update	2019/20
	D.4 Marketing and Program Plan Update	2016/17
	D.5 Fire Department Master Plan and CIP Update	2019/20
	D.6 Fire Impact Fee Nexus Study Update	2020/21
	D.7 Park Impact Fee Nexus Study Update	2020/21
	D.8 Pending New Plans	2018/19
	<ul style="list-style-type: none"> • Long-Term Financial Plan • Five-Year Strategic Plan 2016-2021 • Park and Open Space Evaluation • District Policy Handbook Update 	2016/17 2015/16 2017/18 2018/19

STRATEGIC ELEMENTS	STRATEGIC GOALS	ESTIMATED DATE Fiscal Year Completed
E. MAINTAIN AND IMPROVE FIRE SERVICE		
	<i>E.1 Fire Station 88 Improvements</i>	2017/18
	<i>E.2 Long-Range Financial Planning</i>	2017/18
	<i>E.3 Capital Improvement Plan</i>	2020/21
	<i>E.4 Training Facility</i>	2018/19
	<i>E.5 Maintain and Improve Fire Prevention Program</i>	2016/17
F. ENHANCE OUR RELATIONS WITH THE COUNTY AND COMMUNITY		
	<i>F.1 Participate with other Public Organizations</i>	2016/17
	<i>F.2 Keep the District Website Current</i>	2015/16
	<i>F.3 Branding and Marketing</i>	2016/17
	<i>F.4 Community Involvement</i>	2017/18
	<i>F.5 Media Relations</i>	2017/18
	<i>F.6 Governmental Relations</i>	2017/18
G. STRENGTHEN COMMUNITY PARTNERSHIPS		
	<i>G.1 Partnership Development</i>	2016/17
	<i>G.2 Build Strong Community Partnerships</i>	2016/17
	<i>G.3 Government Partnerships</i>	2017/18
	<i>G.4 Non-Profit Partnerships</i>	2017/18
	<i>G.5 Program Partnerships</i>	2018/19
	<i>G.6 Youth Sports Partners</i>	2018/19
	<i>G.7 Seniors</i>	2017/18
H. ADDRESS DEFERRED MAINTENANCE NEEDS		
	<i>H.1 Browning Reserve Study</i>	2016/17
	<i>H.2 Adopt Reserve Plan</i>	2017/18
I. STAY AHEAD OF BEST PRACTICES FOR ADMINISTRATION OF THE DISTRICT		
	<i>I.1 Staff and Board Development</i>	2017/18
	<i>I.2 Certifications</i>	2018/19
	<i>I.3 Strategic Plan Update</i>	2017/18