



AGENDA

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

REGULAR BOARD MEETING

Wednesday, February 15, 2023

6:30 p.m.

Cameron Park Community Center – Assembly Hall

2502 Country Club Drive, Cameron Park, CA 95682

TELECONFERENCE TEAMS MEETING

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

[join/19%3ameeting_NWE10GEwYjYtMDE3Yi00MmExLThkODEtODFIY2Q0YjNiNmJm%40thread.v2/0?context=%7b%22Tid%22%3a%227546519e-2cd5-4e2c-bed5-ac3d46eec8ff%22%2c%22Oid%22%3a%22b510e640-8ba3-421f-a075-694cad7ace01%22%7d](https://teams.microsoft.com/join/19%3ameeting_NWE10GEwYjYtMDE3Yi00MmExLThkODEtODFIY2Q0YjNiNmJm%40thread.v2/0?context=%7b%22Tid%22%3a%227546519e-2cd5-4e2c-bed5-ac3d46eec8ff%22%2c%22Oid%22%3a%22b510e640-8ba3-421f-a075-694cad7ace01%22%7d)

Board Members

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

CALL TO ORDER

- A. Roll Call
 - B. Pledge of Allegiance
-

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

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

ADOPTION OF THE AGENDA

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

1. Adopt the Agenda
-

RECOGNITIONS, APPOINTMENTS, AND PRESENTATIONS

The Board of Directors expresses appreciation to members of the community, District staff, or the Board for extra efforts as volunteers, committee members or community-minded citizens. The Board of Directors is prohibited from discussing issues not on the agenda brought to them at this time. According to State Law (the Brown Act), items must first be noticed on the agenda before any discussion or action.

- Committee assignments
 - Director Scobey will replace Director Israel as the alternate member for the Fire & Emergency Services Committee
 - Appointment community member Bob Dutta as a regular member to CC&R Committee
 - Appointment of community member Kristen Wiederhold as a regular member to the CC&R Committee
-

OPEN FORUM FOR NON-AGENDA ITEMS

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

APPROVAL OF CONSENT AGENDA

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

2. **APPROVE** Conformed Agenda – Board of Directors Regular Meeting November 16, 2022

AGENDA

3. **APPROVE** Conformed Agenda – Board of Directors Regular Meeting January 18, 2023
4. **APPROVE Resolution No. 2023-04** - Hybrid Meetings
5. **APPROVE Resolution 2023-01** – contract with Executech for District IT Services Report
6. **APPROVE Resolution 2023-05** First Responder User Fee policy, procedures, and hardship waiver program (A. Pichly, C. Greek) – Action Item
7. **RECEIVE AND FILE** General Manager’s Report (A. Pichly)

GENERAL BUSINESS

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

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

8. Items removed from the Consent Agenda for discussion.
9. **RECEIVE, DISCUSS, AND DIRECT** – Splash Pad Front Ends Specifications Request for Proposals Recommendation (15-20 minutes)
10. **PUBLIC HEARING** – First reading of Weed and Rubbish Abatement Ordinance Amendment (K. Richards, est. 5-10 minutes)
11. **RECEIVE, DISCUSS, AND DIRECT** – Fire Master Plan Request for Proposals Recommendation (A. Pichly, D. Martin, est. 10 minutes)
12. **APPROVE Resolution 2023-06** – Authorize full-time Maintenance Worker I position (C. Greek, est. 5 minutes)
13. **APPROVE Resolution 2023-07** Well Conversion by Triangle Well (C. Greek, est. 5-10 minutes)
14. **RECEIVE, DISCUSS, AND DIRECT** - Culvert/Roadway Repair at Cameron Park Lake Request for Proposals Recommendation (A. Pichly, est. 10-15 minutes)
15. **RECEIVE, DISCUSS, AND DIRECT** – General Manager’s recommendations for updating 2021-2026 specific Strategic Focus Area descriptions and objectives (A. Pichly, est. 15 minutes)
16. **RECEIVE, DISCUSS, AND DIRECT** 2023 Work Plan Adoption (A. Pichly, est. 15 minutes)
17. **APPROVE Resolution 2023-08**– Declaration of Emergency (est. 5 minutes)
18. **APPROVE Resolution 2023-10**- Approve Additional Services Agreement with Callander Associates (A. Pichly, est. 10 minutes)

AGENDA

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.

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

ADJOURNMENT

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



CONFORMED AGENDA

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BOARD MEETING

Wednesday, November 16, 2022

6:30 p.m.

TEAMS Meeting Hyperlink

[https://teams.microsoft.com/l/meetup-](https://teams.microsoft.com/l/meetup-join/19%3ameeting_MTZjMGRmZDMtZDVINS00ZDhLWE1NWYtM2YzZmMxZDg1OTMx%40thread.v2/0?context=%7b%22Tid%22%3a%227546519e-2cd5-4e2c-bed5-ac3d46eec8ff%22%2c%22Oid%22%3a%22b510e640-8ba3-421f-a075-694cad7ace01%22%7d)

[join/19%3ameeting_MTZjMGRmZDMtZDVINS00ZDhLWE1NWYtM2YzZmMxZDg1OTMx%40thread.v2/0?context=%7b%22Tid%22%3a%227546519e-2cd5-4e2c-bed5-ac3d46eec8ff%22%2c%22Oid%22%3a%22b510e640-8ba3-421f-a075-694cad7ace01%22%7d](https://teams.microsoft.com/l/meetup-join/19%3ameeting_MTZjMGRmZDMtZDVINS00ZDhLWE1NWYtM2YzZmMxZDg1OTMx%40thread.v2/0?context=%7b%22Tid%22%3a%227546519e-2cd5-4e2c-bed5-ac3d46eec8ff%22%2c%22Oid%22%3a%22b510e640-8ba3-421f-a075-694cad7ace01%22%7d)

Board Members

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

CALL TO ORDER 6:31 pm

1. Roll Call – FWC/SB/EA/MS
 2. Pledge of Allegiance
-

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ADOPTION OF THE AGENDA

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

3. Adopt the Agenda
EA motioned to Adopt the Agenda / 2nd – SB
Ayes –FWC/SB/EA/MS – Motion passed
Noes – None
Absent- None
Abstain - None
-

RECOGNITIONS AND PRESENTATIONS

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OPEN FORUM FOR NON-AGENDA ITEMS

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APPROVAL OF CONSENT AGENDA

The following Consent Agenda items are considered routine and will be acted upon by the Board without discussion with one vote. Any item may be removed from the Consent Agenda by a Board member or a member of the audience and placed under General Business #12 to be discussed and acted upon individually.

4. **APPROVE** Conformed Agenda – Board of Directors Regular Meeting October 19, 2022
5. **APPROVE** Conformed Agenda – Board of Directors Special Meeting November 2, 2022

6. **APPROVE Resolution No. 2022-36** Hybrid Meetings
7. **RECEIVE AND FILE** General Manager's Report
8. **APPROVE** Accountability Act Report for FY 2021-22
9. **RECEIVE AND FILE** Annual Disclosure of Board and Staff Reimbursements
10. **RECEIVE AND FILE** Fiscal Year 2021-2022 Preliminary Year-End Report (pre-audit)
 - MS asked the board regarding the way we currently manage our underutilizations on our fire contract, if it is the proper way of accounting because she believes the finance officer said you do not really put a negative number in there so you cannot display the amount that was underutilized. MS would like to ask to board how to report accurately back to Budget and Admin Committee for next year.
 - FWC would prefer to ask staff rather than bringing it straight to the committee. Finance Officer discussed with fire department as well has discussed with MS. She feels budgeting a negative number is misleading the district has the obligation to pay that full contract amount, so putting a negative number in report would not necessarily recognizing that it is our full obligation, there should not be an underutilization. If they come under you will see that in the line item. In the past the actual line item was being budgeted less than what the contract amount was. She feels getting rid of the negative number and going with what the actual contract amount is then seeing what the percentage is.
 - EA asked the Finance Officer if she is proposing to budget the whole contract amount and not make any adjustment within the budget which would mean if a zero budget is wanted then \$250,000 would need to be cut out of everything else. Finance officer replied saying realistically we cannot expect to save \$250,000. We are on the hook for that \$250,000, we cannot say year to year that we are going to save it. She thinks it is smart to start planning and making sure we have the monies available for our full obligation.
 - MS thought it would be best to bring this the to Budget and Admin Committee to discuss further. FWC requested it be put on the agenda for December Budget and Admin meeting.
 - MS stated concern about the Fire Marshall Plan Review coming in low. MS concern is that we are using those funds to support a new employee, would like the GM to share some thoughts. Gm responded stating our new Fire Prevention Specialist, started approximately a month ago. Inspections are already being scheduled.
 - Chief Kalan stated the first month has been only training. From December through January, through the rest of the year they have been catching up on the inspections for the last 3 or 4 months they have not had staff to do it. He believes with the number of inspections that are going to happen that number is going to rise. He offered to provide report to Budget and Admin Committee to show from mid-November to January 1st, and then we can project out the rest of the fiscal year.
 - Gm responded stating they did not think through the time it would take to get this person on board, do the training and get them up to speed so they could work out in the field.
 - Chief Kalan stated in that budgeted amount was for saying they started July 1st of this year when they actually started in October so we have that no salary July August September and partially October so we have less that amount. GM believes if things go well, 2023-2024 should be a good year for inspections and revenue.
 - MS shared concern for next year. Would like to make sure we earn enough money from Fire Marshall fees to fund the position that they authorized. GM stated they would need to look back at the report where the position was proposed. Though believed it was supposed to be revenue positive by having

the individual doing this job. The fees charge would cover the staff plus it would end up earning some money and we would be looking at if there is a need to expand fire prevention services and inspections.

- EA brought line 4262 to the Board and Finance Officer. He had asked what was our Equipment rental revenue was for the 2021-22 Fiscal Year? Finance Officer stated the total rental income was \$289,303. EA proposed this one-line item was based \$100,000 rental income actual income is \$289,000, would like to see line item adjusted by 10%. Recommended we make a transfer from Fund 7 of approximately \$18,900.
- Finance Officer Supports EA recommendation. In the future, instead of budgeting it into Fund 1 she would rather recognize all the income in Fund 7 and then do a transfer at the end of the year. It should be a transfer because if we're putting a portion of that money into Fund 1 you're truly recognizing every dollar in Fund 7 and you're not see how much is truly coming in.
- Chief Martin requested we look into transferring funds from Fund 7 to cover the cost of maintenance is that we actually look at what the maintenance is to the equipment that's been rented out. The district we should budget for the equipment that we operate everyday to serve the citizens of this community and that should be apart of the districts of our based budget is to maintain that equipment, so it drives down the road every day. And at the end of the year when we look at that transfer of funds, we look at was spent on maintenance on those pieces of equipment that went out, that were hired out, what that cost is. Really look and see do we need to move more, or do we need to move less to cover what the cost of that rental maintenance income is instead of a constant 10%.
- SB requested for an explanation for the 189% in overtime. GM stated we have had some vacancies. Staff trying to cover extra work loads and shortage of staff in different departments. Finance Officer added that due to the Caldor Fire there was a lot of overtime. As well as losing an employee in the Recreation department which has caused overtime for that position while we try to fill it.
- GM stated for the Mosquito Fire we were more prepared regarding overtime and did what we could to minimalize. For example, we asked the county to bring in their janitorial crews in earlier to help prevent extra work loads for us.

11. **RECEIVE AND FILE** Fiscal Year 2022-2023 First Quarter Financial Report

MS requested that item #4 be pulled and corrected and #10 be pulled for discussion.

12. MS made motion to approve Consent Agenda pulling item #4 and item #10

Motion- MS / 2nd – EA

Ayes – FWC/SB/EA/MS – Motion passed

Noes – None

Absent- None

Abstain – None

GENERAL BUSINESS

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13. Items removed from the Consent Agenda for discussion

Item #4: Conformed Agenda from October 19, 2022

- MS stated that on the Consent Agenda the convened closed session has no report out or posting on that agenda. MS requested it be corrected. GM stated he could provide information; District Counsel did provide but it did not make it into the consent notes. Offered to read it out loud, so it could be read in as amended. MS requested GM read the report out loud.

EA moved to approve Conformed Agenda item #4 with the amendments as read by the GM to the convene closed session

Motion – EA / 2nd - MS

Ayes – FWC/SB/EA/MS – Motion passed

Noes – None

Absent- None

Abstain – None

Item #10: Fiscal Year 2022-23 First Quarter Financial Report

- EA made motion to approve item #10 with direction given to staff to make the adjustments on line item 4262.

Motion – EA / 2nd – MS

Ayes – FWC/SB/EA/MS – Motion passed

Noes – None

Absent- None

Abstain – None

14. **APPROVE RESOLUTION No. 2022-35** Repair of the Front Entrance of the Community Center (M. Grassle)

SB moved to approve Resolution No. 2022-35 with friendly amendment to waive the reading.

Motion – SB / 2nd – EA

Ayes – FWC/SB/EA/MS – Motion passed

Noes – None

Absent- None

Abstain – None

- MS when receiving the warranty funds did, we have a plan on how we are going to spend? EA believes the funds were covering all the different pieces, first priority projects.
- MS concern is we do not know what we have already done and how much we have already spent. We do not know what projects we might need to do. If we do not have some sort of plan, how do we know if we are doing what's right for the district? What roofing projects have we already completed. GM stated we have done the roof of the gymnasium (B Building). The fire riser, leaks in the roof and mold treatments in the social room (A Building). Some minor repairs to the roof above the office. With the exception of the gutters.
- SB noted that is an urgency to getting it fixed especially due to the heavy rain and asked what to time frame was to get it fixed. Gm stated the project would begin in January and will take approximately 6 weeks. Plan to have public come through another entrance while repairs are going.

BOARD INFORMATION ITEMS

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- 15. Committee Chair Report-Outs
 - a. Budget & Administration
 - b. Covenants, Conditions & Restrictions (CC&R)
 - c. Fire & Emergency Services
 - d. Parks & Recreation
 - MS thinks for the solar project we should contact Bright Energy to give us a data report to see how we are tracking along with the projected and what the actuals are. SB suggested having apart of our newsletter. GM believes it would be great to have that information and said he would ask.
 - 16. General Matters to/from Board Members and Staff
 - Upcoming training and community meetings
 - CSDA: Special Legislative Days, May 16 & 17, 2023, Sheraton Grande Sacramento
-

PUBLIC COMMENT

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

CONVENE TO CLOSED SESSION

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

- Public Employee Annual Performance Evaluation pursuant to Government Code Section 54957.
Position: General Manager
-

ADJOURNMENT 8:01 pm

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Conformed Agenda Prepared by:

Conformed Agenda Approved by:

Bailey Meyer
Board Clerk

Director Monique Scobey, Vice President
Board of Directors



CAMERON PARK COMMUNITY SERVICES DISTRICT

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

CONFORMED AGENDA

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Third Wednesday of the Month

REGULAR BOARD MEETING

Wednesday, January 18, 2023

6:30 p.m.

Cameron Park Community Center – Assembly Hall
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<https://teams.microsoft.com/l/meetup->

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Board Members

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

AGENDA

CALL TO ORDER 6:35 pm

- A. Roll Call – Present: MS,EA,TI,DW Absent: SB
 - B. Pledge of Allegiance
-

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ADOPTION OF THE AGENDA

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1. Adopt the Agenda

GM requested to pull item #11 from Conformed Agenda save it for February Board Meeting. GM would like to add Fire Ad Hoc Committee to list of committee chair report outs. GM requested in item #9 to strike Resolution No. 2023-03 and have it read 2023 Approve Fee Schedule Adjustment.

TI motioned to adopt the Agenda as amended / 2nd – DW

Ayes –MS/EA/TI/DW – Motion passed

Noes – None

Absent- SB

Abstain - None

RECOGNITIONS AND PRESENTATIONS

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EA motion to approve Consent Agenda with items #2 and #4 being pulled

Motion –EA / 2nd – DW

Ayes – MS/ EA/TI/DW – Motion passed

Noes – None

Absent- SB

Abstain - None

2. **APPROVE** Conformed Agenda – Board of Directors Regular Meeting November 16, 2022

MS stated meeting minutes were out of order and wants to be placed in the right order. MS would like to send back to staff to be corrected and come back next month.

EA made motion to send the Conformed Agenda for the Board of Directors regular meeting on November 16th, 2022, back to staff to make recommended adjustments conversation transcripts under item 13 that probably belongs under another item and bring back to Board.

Motion – EA / 2nd – TI

Ayes – MS/EA /TI/DW – Motion passed

Noes – None

Absent- SB

Abstain - None

3. **APPROVE** Conformed Agenda – Board of Directors Special Meeting December 19, 2022

4. **APPROVE** Resolution 2023-01 – contract with Executech for District IT Services

TI has concern that we have a 3-year contract there is a base value but there is no total contract value like a maximum contract value that requires Boards further approval. TI asked do we have a maximum contract value, can we get an estimate put together, or should this be put off till next month.

EA asked staff if it were considered discussed and brought to board, did Executech say they would do that or did we not have that permission.

GM responds saying there is no not to exceed amount listed in the contract. Executech said they would be willing to do that, they just would not have had it in time for 1/18/2023 Meeting. It is something we can do; we can possibly set an amount we will not exceed the problem is if we end up with cost that come in based on how they originally proposed their contract. Will need to discuss with Executech to see if possible and get approval from Finance Officer.

AGENDA

Finance officer imputed our previous contract amount had an accelerator, the last contract we had went up 5% every year. This contract does not have an accelerator, we're locked into their rates for 3 years. It will not go up for 3 years. Difficult to do a do not exceed, we have a few different facilities who use Executech. Currently upgrading computers, we rotate every year. Finance Officer has concern if we do a do not exceed it may limit us because there are additional costs. This is budgeted for when doing year to year. Finance Officer feels comfortable with the contract except that it is Microsoft. There are some things we do not pay Executech we pay a third party. Prefers to change contract amount. We spend more money on a month to month than if we were to have a signed contract with this firm.

DW asked rather than having something say do not exceed could it say do not exceed without board approval or GM approval?

Finance Officer replied if we purchase a new computer it goes through the GM for approval. Any additional charges are with GM discretion.

EA asked if the idea would be to create a do not exceed 3 years or do not exceed per year, what be a better way to approach.

Finance Officer suggested if chosen to have a do not exceed, do a year to year.

MS asked if Finance Officer had a recommendation versus a percentage or a dollar amount per year. Finance Officer stated it is hard to give an answer but based on a recent computer purchase that needed more work to be done on it than expected. We could see what we used in the last 2 years but would not be able to get now. Would not be a percentage, if we sign and say what the annual is supposed to be and if Board wants to approve it with the stipulation that anything above those normal monthly charges would need to be reviewed by the GM. If outside Gm purchase authority, then we would bring to the Board.

EA pointed out on page 9 of the agreement there is an annual base fee adjustment and asked if it is not in pay. On page 9 it states will increase 5% annually on anniversary day not a flat fee.

Finance officer said she will have to check with Executech.

EA made motion to send item #4 back to staff to get a clear estimate on a year-to-year estimate that Board recommend do not exceed without approval as well as clarifying the 5% annual increase in the contract whether it is true or not and bring back to Budget and Admin Committee next month if possible then to the Board in February.

Motion – EA / 2nd – TI

Ayes – MS/EA/TI/DW/ – Motion passed

Noes – None

Absent- SB

Abstain - None

5. **APPROVE** Resolution No. 2023-02 - Hybrid Meetings

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

GENERAL BUSINESS

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7. Items removed from the Consent Agenda for discussion

GM discussed with Board President and Board Vice President regarding adding what they would estimate to be the amount of time needed for each agenda item. This is an attempt to try and better manage the meetings to get a sense for if we have an agenda that is too full which could take us late into the evening which is something we want to avoid.

8. RECEIVE AND FILE FY 2022/2023 Mid-Year Budget Report (C. Greek, est. 5-10 minutes)

EA asked Finance Officer conformation; under Contractual -Provider-Services it was put that the bills from Cal Fire for the first quarter have not been charged yet. EA asked Finance Officer how that includes JPA because we are talking about reimbursement that also gets build under the Contractual Services as well.

Finance Officer responded from her understanding they are seeking reimbursement from JPA for actuals. JPA in prior years would just send a flat dollar amount and now they are sending payments based on actual cost that have incurred. It would take Cal Fire billing us for then the Fire Department to be able to bill JPA for reimbursement.

EA asked for procedural clarification on if Cal Fires end the same bill counts for both. It is how we get reimbursed; it is now billing comes to us rather than a flat fee?

Chief Martin responded yes, the JPA's bill on the actual is not a flat rate anymore for personnel costs. Facility rental in that is flay rate. Cal Fire our labor union renegotiated a contract late October, November it went through that was retroactive back to July 1. On the Cal Fire side, they were holding submitting the bills and invoices to try and get the new rates put in before they send them out. That went through quarter one and went through quarter two, currently processing the quarter one bills the rate adjustment will be applied on quarter four. For them to bill JPA off personnel costs, waiting for those documents from the department to get it to the JPA and they can reimburse to the district on the personnel costs.

EA stated was looking at the lake entries and wondered if there is any sense of what happens now. We are at 80% now but will that be covered in later agenda items?

AGENDA

Finance Officer replied that this was through the end of December. We are above at 80% which is something that is seeing all year round since the kiosk has been open. She is worried due to not know what the state of the lake is and if will be able to be reopened for this fiscal year. Something that will be touched on late on When GM and Parks Superintendent share a report on the current status. However, it is not only the lake entries daily, it might be a lake pool combo that may be affected. Need to discuss alternatives as it is an issue not having the lake open.

MS asked in the past staff have come forward with a mid-year budget adjustment. Asked if staff could address why we do not have a mid-year budget adjustment?

Finance Officer replied that typically a mid-year budget adjustment comes when you need to be asking for more money. Currently staff feel comfortable where we are standing that we can work within our budget to make it work and not need to ask for additional monies.

9. **APPROVE** Resolution No. 2023-03 2023 Fee Schedule Adjustments (K. Vickers, est. 5-10 minutes)

At the beginning of the meeting GM requested in item #9 to strike Resolution No. 2023-03 and have it read 2023 Approve Fee Schedule Adjustment.

EA asked if under late rental fees, are the new rates remaining flat rates.

Recreation Supervisor replied saying that they are not remaining a flat rate, they are becoming an hourly rate with a two-hour minimum.

EA stated that the 2% increase for Prospector soccer who are community partners the increase is quite low. He asked if the 2% was sufficient as deflation rate is going up significantly.

Recreation Supervisor responded with the new rate the 6 will go to 687 for a do not exceed which is for Little League. If it is a travel ball team, they will pay the hourly rate. Prospector is still at the 674 because of the agreement that was made when they made the 20% match for Christa. The reason the community partners is not a bigger increase is because in discussions about the fields and the improvements that need to be made or not made our community partners did not want to enter into any sort of agreement or assist in that.

EA stated that in the past we have compared our fees with other agencies in the area. Does staff do this kind of comparison?

Recreation Supervisor responded that for aquatics has done informal research into what other fees other agencies in the area are charging. Historically the direction has been that we want to be lower than everybody around us and comparable to the service we provide.

EA asks with how our costs have gone up how does the pool rental fee reflect our ability to cover those costs and for it to go up with those costs?

Recreation Supervisor replied that the swim team fees cover the cost of the pool and pool amenities. Those fees are split 50-50 between recreation and the facility budget. Does not get too many private pool rental fees so it is just additional revenue. Swim teams fees cover all costs.

DW asked if we are getting rid of the entry fee for the party lake pack or should that be in the column with the new rates.

AGENDA

Recreation Supervisor responded that it was changed, they will no longer charge a separate entry fee. They are trying to streamline this process. In the process of working on get an automatic arm, but an issue they kept having was those reserving the lake they did not want to have their quests pay but also did not want to pay us a lump sum based on an approximation of attendees. It was hard to track how many attendees.

DW pointed out that in the new rate column it does not state which are per hour and which are flat fees. She thinks it should state that.

MS asked how they came up with \$63 to cover the propane costs.

Recreation Supervisor replied that we must take into account we have other aquatics programs. The cost of propane and heating the pool needs be divide amongst the different aquatic programs. Some of the fee from annual passes covers that cost. Propane fee also includes they gym and classrooms, there is no way to differentiate the pool from the gym and classrooms. It would be a quest based on usage of each.

TI suggested that next year's packet there's more transparency on how earnings are actually calculated.

TI made motion to approve 2023-03 2023 Fee Schedule Adjustments:

EA made friendly amendment to recognize that the new fee schedule reflects hourly versus flat rate TI accepted the friendly amendment.

Motion – EA / 2nd – TI

Ayes – MS/EA/TI/DW/ – Motion passed

Noes – None

Absent- SB

Abstain - None

10. **RECEIVE AND DISCUSS** Parks Storm Damage Update (M. Grassle, A. Pichly, est. 10-15 minutes)

TI asked regarding getting the entry opened up what is the process.

Parks Superintendent stated there is a district policy has an emergency power that the GM can have for emergency situations. There is no numbers yet to look at, as soon as he gets it, he will send it over to GM. When speaking with Douq Veerkamp said if we were to start the process now could have part of a solution in place by October 2023.

GM stated they have been in touch with Office of Emergency Services, they provided forms that were needed to submit fee for reimbursement.

TI suggest that we consider the improvements being made as part of long-term plan.

EA asked regarding Rasmussen if we are able to have discussion with BLM in terms of any responsibility to them.

Parks Superintendent stated he and the GM have a meeting with the county in the attorney's office which is something they will discuss. Gm stated they were meeting with El Dorado Water Authority.

MS asked if EID responsible for replacing the pipe at the lake.

AGENDA

Parks Superintendent replied that the pipe is past the water meter and anything past the water meter to the park is our responsibility. The wires are the utility company's responsibility.

MS asked how we are funding these current repairs that we are looking at. Has staff identified how we are going to pay for those?

Parks Superintendent replied that we haven't spent a lot of money. Did put a couple projects at the parks on hold anticipating we are going to spend a couple thousand at least to keep the parks safe which was done. Tracking everything through a program code in hopes to be reimbursed by the county.

MS asked what the plan is for staffing the kiosk

GM stated we have not addressed that issue yet. GM told Recreation Supervisor to suspend all operations at the kiosk temporarily.

MS asked if there was any other methods planned to help share information about lake.

Parks Superintendent spoke with Recreation Supervisor to put something on the website and social media outlets on January 19th.

11. **RECEIVE, DISCUSS, AND DIRECT** 2023 Work Plan Development and Consideration of Update to Objectives in Strategic Focus Areas (A. Pichly, est. 15 minutes)

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.

GM spoke with Board President and Board Vice President regarding possibly moving Committee Chair Report-Outs to GM report.

12. Committee Chair Report-Outs (est. 5-10 minutes)
 - a. Budget & Administration
 - b. Covenants, Conditions & Restrictions (CC&R)
 - c. Fire & Emergency Services
 - d. Parks & Recreation
13. General Matters to/from Board Members and Staff (est. 5 minutes)
 - Upcoming Trainings & Community Meetings
 - SDRMA: Spring Education Day, Wednesday, March 22, 2023, Hilton Sacramento
 - CSDA: Special Legislative Days, May 16 & 17, 2023, Sheraton Grande Sacramento

ADJOURNMENT 8:36 pm

AGENDA

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



Agenda Transmittal

DATE: February 15, 2023

FROM: André Pichly, General Manager

AGENDA ITEM #4: Resolution 2023-04 – Consideration authorizing open meetings via teleconference for Cameron Park Board of Director and Committee meetings per AB 361

RECOMMENDED ACTION: **APPROVE RESOLUTION NO. 2023-04**

Background

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

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

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

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

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

Discussion

By adopting Resolution 2023-04, the Board of Directors would be able to implement hybrid meetings using virtual technology for meetings of the Board, as well as standing and ad hoc committees, as warranted, while remaining compliant with the State's Brown Act, for a 30-day period beginning February 18, 2023, to March 20, 2023. Adopting this resolution would permit the Board of Directors the option of all Cameron Park Community Services District public meetings to be held virtually while allowing members of the public to join during all open and public proceedings. A hybrid model would be the use of teleconferencing for meeting participants who would not be present for the meetings held at the Community Center while the meeting was taking place in-person. Members of the public and staff could opt to join in-person or virtually. The District would post the meeting agenda with the necessary information for joining the meeting online or by phone. A new resolution will need to be adopted by the Board of Directors at least every 30 days to have the option of having public meetings held virtually.

Attachment: 4.a – Resolution 2023-04

**RESOLUTION NO. 2023-04
of the Board of Directors
of the Cameron Park Community Services District
February 15, 2023**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CAMERON PARK
COMMUNITY SERVICES DISTRICT AUTHORIZING REMOTE TELECONFERENCE
MEETINGS OF THE LEGISLATIVE BODIES OF CAMERON PARK COMMUNITY
SERVICES DISTRICT FOR THE PERIOD FEBRUARY 18, 2023, TO MARCH 20, 2023,
PURSUANT TO BROWN ACT PROVISIONS.**

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

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

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

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

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

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

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

Section 3. Effective Date of Resolution. This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of (i) March 20, 2023, or such time the Board of Directors adopts a subsequent resolution in accordance with Government Code section

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

PASSED AND ADOPTED by the Board of Directors of Cameron Park Community Services District, this 15th day of February 2023, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

Director Sidney Bazett, President
Board of Directors

André Pichly
General Manager



Agenda Transmittal

DATE: February 15, 2023

FROM: Christina Greek, Finance/HR Officer

AGENDA ITEM #5: Executech Managed Services Agreement 2023

RECOMMENDED ACTION: APPROVE

Background

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

Budget and Administration Committee

Executech added the verbiage ***Program pricing for monthly services provided, only to include workstations, servers, sites, and storage/backup/network devices, will remain the same for the term of the agreement. The count of the monthly services are subject to change based on the increase/decrease of new users, sites, and hardware assets.** The Budget and Administration Committee discussed the change to the Managed Services Agreement and endorsed and forwarded to the Board of Directors as a consent item.

Discussion

The District's Purchasing Policy required that we release a formal RFP (Request for Proposals) due to the amount of the contract being over \$25,000.00. The District released the RFP on October 20, 2022, with a closing date of November 18, 2022. The District received 2 responses to our request. While conducting a comparison of the two proposals staff found that Executech was the lower contract. The total monthly cost for services per their proposal with Executech is \$2,953.56. The competing company's monthly charges per workstation/server came out to be \$4,860 with an initial onetime \$2,200 service cutover fee. At this time staff is unable to provide a copy of the proposal

from the competing company due to a disclaimer that the information not be shared publicly.

Fiscal Impact:

The fiscal impact to the District is approximately \$35,500.00 annually and has been factored into the current FY 2022/2023 budget.

Recommendation:

Staff recommends that the Budget & Administration Committee move this item forward to the Board of Directors for approval.

Attachment:

5A- Managed Services Agreement 2023

5B - Resolution 2023-01

2023 MANAGED SERVICES AGREEMENT



3/1/2023

CAMERON PARK COMMUNITY SERVICES DISTRICT

Proposal Team

Name	Role	Phone	E-mail
Steve Petty	General Manager, Sacramento	916.753.1136	steve.petty@executech.com
Brandon Petty	Account Manager	530.333.7232	brandon.petty@executech.com
Amy Norris	Director of Services	916.753.1092	amy.norris@executech.com

Partner Details

Name	Cameron Park Community Services District
Address	2502 Country Club Drive – Cameron Park, CA – 95682
Primary Contact Name	Andre Pichly
Primary Contact Phone	530.350.4651
Primary Contact Email	apichly@cameronpark.org

Revision History

Revision	Revision Date	Name	Notes
1.0	Nov. 2022	Brandon Petty	Initial Proposal
1.1	Jan. 2023	Brandon Petty	Amended Proposal

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This Statement of Work (this “SOW”) is entered into between **Cameron Park Community Services District**, hereinafter referred to as “Client”, and Executech, Inc., hereinafter referred to as “Service Provider”.

1. TERM OF SOW

a. Initial Term

This SOW is effective upon **March 1, 2023** and shall remain in force for a period of three (3) years (“Initial Term”). This SOW, along with the most recent amended Base Rate, will automatically renew for a subsequent one (1) year term beginning on the day immediately following the end of the Initial Term, unless either party gives the other 90 days prior written notice of its intent to renegotiate or terminate this SOW.

b. On-boarding

On-boarding of a new Client can take forty-five to sixty (45-60) days depending on the size and scope of the project and concurrent Client on-boarding. Once on-boarding has initiated, the Client will be introduced to an on-boarding team. The on-boarding team will provide the Client with the timeline of the servicing and service expectations. During on-boarding, the discovery of additional agents and devices can occur, which may alter the initial monthly estimate in the SOW (Refer to Appendix B). A review of all discovered agents and devices will be held with each Client and any pricing adjustments will be addressed and resolved.

c. Transfer of Services

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

d. Strategic Business Change

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

2. SERVICES PROVIDED

a. Managed Services Packages

Service Provider will provide Client the services described as **Proactive** in the following table.

Category / Description:	Proactive	Comprehensive
Per User / Device [1]:	\$60.00	\$115.00
Per Server:	\$130.00	\$255.00
Per Site [2]:	\$150.00	\$150.00
Per Storage / Backup Device:	\$50.00	\$50.00
Per Network Device:	\$25.00	\$25.00
Systems Monitoring:		
Automated:	24x7x365	24x7x365
Staffed [3]:	24x7x365	24x7x365
Remote Help Desk Access:	Included	Included
Management & Maintenance:		
Workstations:	Remote	Remote/On-Site
Infrastructure:	Remote	Remote/On-Site
DSA Certification Required:	NA	Yes
Maintenance Support: Remote		
Help Desk (Hourly):	Included	Included
Data Center (Hourly):	Included	Included
Maintenance Support: On-Site		
Help Desk (Hourly):	\$175.00	Included
Data Center (Hourly):	\$270.00	Included
Project Rates:	\$150.00-\$270.00/Hr	\$150.00-\$270.00/Hr
Additional Services:		
Backup	Monitor & Management	Monitor & Management
Monitored Device Inventory	Included	Included
Policy & Procedure Document Access	Optional	Included
Hardware and Software Procurement Services	Included	Included
Annual IT Strategic Planning	Optional	Included
Workstation Setup Not-to-exceed price [4]	up to \$455.00 per w/s	up to \$455.00 per w/s
NOTES:	Per Named User or Workstation, whichever is greater. [1] Devices include (1) Desktop or Laptop with Anti-virus Software and (1) non-windows mobile device.	
	[2] Covers one firewall and one switch per location.	
	[3] Live Help Desk Services are available 24/7/365. Critical issues will be escalated and handled by our on-call technical team.	
	[4] Workstation setups fees will not exceed \$ 455.00 per unit. This pricing applies only to workstations provided by Executech. Not to exceed installation fees do not apply to workstations purchased directly by the Client.	

b. Managed Services Definitions

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

Monitoring Services

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

Maintenance Services

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

Management Services

- Inventory management for the devices covered in the contract including those added during the term of the SOW.
- Coordination with Client's vendors for access and/or connectivity to Client's network, only with Client's prior permission.
- Executech may offer referrals to vendors known by Executech for Client's needs that fall outside of Executech's Service offerings or Maintenance responsibilities, i.e., telco services, hosting services, printing vendors. Executech has no responsibility to manage these vendors on the Client's behalf unless the vendor works directly for and is engaged by and paid by Executech.
- IT Hardware, software, and services procurement, excluding specialty software and equipment (e.g., we may not resell business specific software).
- Access to Executech standard policy and procedure documents for common IT use cases.
- Client Success Managers to assist in IT strategy planning and budgeting meeting.

Co-Managed IT Services

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

Staff Augmentation

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

Business Applications Software

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

c. Service Provider Responsible for Its Employees/Contractors

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

d. Services Framework and Scope

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

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

3. RESPONSE AND RESOLUTION TIME AND ESCALATION

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

4. FEES AND PAYMENT SCHEDULE

a. Monthly Fees (Refer to Appendix B)

Service Provider will invoice Client 30 days in advance of services on a monthly basis, and the Base Fee will become due and payable on the first of every month through ACH (Refer to Appendix D). Please refer to the Terms and Conditions Addendum below for explanation on late fees and open balances.

b. Annual Base Fee Adjustments

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

c. Fees for Increased Coverage

Upon the addition or subtraction of a user/device, server, storage/backup device, network device, new business site, or any other device management previously agreed to, an SOW amendment to the monthly billing will be created and automatically updated to the invoice on the next monthly billing cycle. The amendment will reflect the new pricing for the Client's monthly billing and the amendment will be sent to the Client for awareness.

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

d. Fees for Additional Services

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

e. Fees for Travel

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

5. TAXES

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

6. EXCLUDED SERVICES

Services in the fee of this SOW do not include:

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

7. ACCEPTANCE

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

Accepted by:

Steve Petty	Executech	Date
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Andre Pichly	Cameron Park Community Services District	Date
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ADDENDUM – TERMS AND CONDITIONS

8. APPLICABILITY

- a. The accompanying Statement of Work (“**SOW**”) is an agreement by CAMERON PARK COMMUNITY SERVICES DISTRICT (“**Client**”) for the purchase of the services provided by EXECUTECH UTAH, LLC (“**Service Provider**”) in accordance with and subject to these terms and conditions (these “**Terms**” together with the SOW, this “**Agreement**”).
- b. This Agreement, together with any documents incorporated herein by reference, constitutes the sole and entire agreement of the parties, and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. In the event of any conflict between these Terms and the SOW, the SOW shall govern. These Terms prevail over any terms and conditions contained in any other documentation and expressly exclude any of Service Provider’s general terms and conditions or any other document issued by Service Provider in connection with this Agreement.

9. SERVICES

- a. Service Provider shall provide the services to Client as described in the SOW (the “**SOW**”) in accordance with these Terms.

10. PAYMENT TERMS

- a. Due. Unless otherwise stated, Service Provider offers Net 30 terms to Client. Invoices are past due if they are not paid in full within thirty (30) days from the invoice date.
- b. Late Fees. If Client fails to pay within the terms provided, interest on the unpaid balance will begin to accrue at the lesser of the maximum rate permitted under applicable law or one and one-half percent (1.5%) per month from the date due.
- c. Open Balances. Clients with open balances more than ninety (90) days from the invoice date will be evaluated for suspension of any and all Services and will be evaluated to have the open balance submitted to a collection agency. Client agrees to pay for any and all collection costs and/or attorney’s fees.
- d. Credit Card Fees. All payments made with a credit card are subject to a three percent (3%) convenience fee, per transaction.
- e. Service Fees. As outlined in the SOW, service fees shall increase each year on the anniversary date of this agreement by the greater of 5% or the increase in the U.S. consumer price index, with such increase not to exceed 10% per annum.

11. CONFIDENTIALITY

- a. Client Confidential Information. Client acknowledges Service Provider may acquire information of Client, or Client’s customers, that Service Provider knows Client considers to be confidential and proprietary (“**Client Confidential Information**”). Examples may include, without limitation, customer lists, pricing, purchase records, financial records, tax records, medical records, and legal records. Service Provider will

use commercially reasonable efforts to maintain the confidentiality of Client Confidential Information and will not use it for Service Provider's own benefit or disclose it to third parties without the prior written consent of Client, except as expressly permitted herein. Service Provider may disclose Client Confidential Information to its employees, consultants, or others to perform Services for Client. This provision will not extend to information that (i) Service Provider already knew, (ii) Service Provider learns independently of Client, (iii) becomes generally available through no fault of Service Provider, or (iv) Service Provider is legally obligated to disclose. Notwithstanding the foregoing, Client Confidential Information may be disclosed to the officers, directors, employees, agents, or representatives of Service Provider on a "need to know" basis for the purposes of performing its respective obligations pursuant to this Agreement.

- b. Provider Confidential Information. Client acknowledges that it may acquire Service Provider's proprietary checklists and installation/configuration procedures, and other information of a proprietary or confidential nature, which Service Provider considers confidential information ("**Service Provider Confidential Information**"). Client will use commercially reasonable efforts to maintain the confidentiality of Service Provider Confidential Information and will not disclose Service Provider Confidential Information to third parties without the prior written consent of Service Provider.
- c. Advertising and Publicity. Except for materials already made public, neither party will distribute any news releases, articles, brochures, speeches, or advertisements concerning this Agreement, nor use the other party's name or trademarks (or any variation thereof), without the other party's prior written consent, which will not be unreasonably conditioned, withheld, or delayed.

12. NON-SOLICITATION

- a. Term. Client hereby expressly recognizes the expertise of Service Provider's employees and covenants to not solicit or encourage, directly or indirectly, any of Service Provider's employees for work not contemplated in the SOW, including without limitation (i) private use of the Service Provider employee by Client or its affiliate; (ii) making offers to the Service Provider employee in an attempt to lead the Service Provider employee from Service Provider and to Client; (iii) requesting any information regarding Service Provider or its employees that is not contemplated by the SOW and/or has not been authorized by Service Provider; (iv) attempting to engage the Service Provider employee in "side work" or "moonlighting prospects" in which the Service Provider employee would do work for Client, or one of its affiliates, outside of the scope of the SOW regardless of whether the Service Provider employee would or would not receive additional compensation not expressly stated in the SOW; (v) any and all attempts to disenfranchise the Service Provider employee from his/her employment relationship with Service Provider; and (vi) making any attempt whatsoever, in any degree, to solicit work from the Service Provider employee, either on a contractual basis, as party to a competitor of the company, or through full-time employment.
- b. Penalty. If written approval is not provided by the CEO of Service Provider and Client violates the provisions of this Section 5, Client will pay Service Provider liquidated damages in an amount equal to the total compensation, including salary, wages, bonuses, commissions, equity, employee benefits, cost of training, etc., that the applicable Service Provider employee received during the prior twelve (12) months of employment or \$100,000.00, whichever is greater. Because of Service Provider's unique offering and the difficulty of determining actual damages associated with losing trained Service Provider Employees, the parties acknowledge that the measure of liquidated damages set forth in this Section 5 is reasonable.

This provision for damages will not limit remedies against Client for any other breach of this Section 5 or from asserting any cause of action independent of it.

13. RESPONSIBILITIES

- a. Shared Responsibility. Client is responsible for: (i) cooperating with Service Provider in the provision of the Services; (ii) providing timely and effective performance of its responsibilities, decisions, and approvals; (iii) procuring and paying for any equipment, supplies, or software necessary to support its information technology system as well as to support the delivery of the Services; and (iv) providing any applicable system and IT infrastructure documentation as requested.

If Service Provider arrives at the scheduled service time and determines Client has failed to comply with this Section 6(a), Services may be denied, and a cancellation charge will be assessed on a time-and-materials basis.

- b. Access. Service Provider may install software to access Client's equipment and check the status of antivirus/patches as well as to make repairs. If Client wishes to decline this software installation and subsequent access, Client must notify Service Provider in writing. Client will also provide Service Provider access to user workstation areas and the name, phone number, email address and title for each authorized user. Every user must be listed as an authorized help desk caller.
- c. Information and Technology. Client will provide accurate information to Service Provider in connection with the Services. Client will maintain current software, hardware, and operating systems necessary for the provision of the Services. All servers and computers must be running an operating system that is no closer than one (1) year from being end of life, and currently under a manufacturer's warranty. All software must be genuine, licensed and vendor-supported. Client understands the Services and system are subject to external factors not within Service Provider's control. Client will ensure that its internet connection is secure. Client will obtain all necessary software licenses, hardware warranties, data file storage, backups, and other support necessary for Service Provider to provide the Services. All systems must use Service Provider's designated anti-virus and anti-malware software. The network must have Service Provider approved firewalls, access points, and managed switches that are currently licensed, up-to-date, and vendor-supported.
- d. EULAs. Portions of the Services may require Client to accept the terms of one or more third-party end user license agreements ("**EULAs**"). If the acceptance of a EULA is required to provide the Services to Client, Client hereby grants Service Provider authority to accept such EULA on Client's behalf. EULAs may contain service levels, warranties, and liability limitations that differ from those contained in this Agreement. Client agrees to be bound by the terms of such EULAs and will look only to the applicable third-party provider for any claim pursuant to such EULAs.
- e. Data Backup. Client agrees to back up all data, files, and information prior to the performance of any Services and hereby assumes sole responsibility for any lost or altered data, files, or information.
- f. Reliance on Representations. Service Provider will be entitled to rely on the representations of Client's management and staff.
- g. Reliance on Data. In order to keep the costs of the project to a minimum, Client staff may be utilized to supply basic data and documents. Service Provider will be entitled to rely on any data obtained from

Client personnel will be accurate. This data will be analyzed to determine the existing hardware/software architecture.

- h. Environment, Network, Equipment, or System Changes. Client agrees to notify and consult Service Provider before initiating changes to its IT environment, before moving, modifying, altering, or adding any equipment to the operating network or system, or before implementing third-party vendor changes. Service Provider will review the proposed changes and inform Client of any potential impacts to the Services as well as Client's business operations. Modifications to the environment, network, equipment or system without prior consent of Service Provider may result in the nullification of warranties and service agreements applicable to such equipment and related Services, and Client, therefore, releases Service Provider from any obligations to maintain such modified environment, network, equipment or system. If Client chooses to implement changes that negatively impact the Services, Client will hold Service Provider harmless for any resulting issues.
- i. Risk of Loss. Client will bear the risk of any loss, damage, or destruction of Client's assets, equipment, or property provided or maintained by Service Provider from: fire, water damage, theft, or other casualties. Client will be solely responsible for insuring Client's property and filing insurance claims for losses associated therewith.
- j. Property Destruction. If Client or any employees or contractors of Client damage any Service Provider Property (as hereinafter defined), including Service Provider's network systems, Client will be responsible for Service Provider's remediation of such damage. This may include, without limitation, time spent investigating the problem, correcting the problem, and replacing any technical hardware, or cabling. All such remediation work will be billed to Client at Service Provider's then-current time-and-materials rates.
- k. Data Loss. Under no circumstances will Service Provider be responsible for any data lost, corrupted, or rendered unreadable due to (i) communication and/or transmissions errors or related failures, (ii) equipment failures (including but not limited to silent hardware corruption-related issues), or (iii) Service Provider's failure to backup or secure data from portions of the system not expressly designated in this Agreement as requiring backup or recovery services. Service Provider does not warrant that any maintained storage device or functionality, data backup device or functionality, or load balancing functionality will operate in an error-free manner.
- l. Intellectual Property Rights. Service Provider will have and retain full and exclusive ownership of all intellectual property rights associated with any design, data, specification, know-how, software, device, technique, algorithm, method, discovery or invention, whether or not reduced to practice, relating to any (i) Services, including any Service Provider work product, (ii) result of any Services, (iii) joint development, and (iv) enhancement or improvement to or derivative of any of the foregoing (collectively, "**Service Provider Property**"). Client receives no right, title, or interest in or license to use any Service Provider Property. However, Service Provider hereby grants Client a non-exclusive, non-transferable, non-sublicensable, and terminable license to use the Service Provider Property necessary for Client to exercise its rights hereunder. Client will not provide access to Service Provider Property, including without limitation, software and systems, to anyone other than Client's employees and contractors who (x) are bound by law or written agreement to comply with Client's duties under this Agreement, and (y) require such access to assist Client in its permitted use of the Service Provider Property. Client will not directly or indirectly reverse engineer, decompile, disassemble, or copy any Service Provider Property. Client will

return all Service Provider Property to Service Provider upon termination or expiration of this Agreement. Client will cooperate to take such actions reasonably requested to vest ownership of Service Provider Property in Service Provider.

- m. Third-Party Services. Portions of the Services may be acquired from, or rely upon the services of, third-party manufacturers or service providers, such as data hosting services, domain registration services, and data backup/recovery services (“**Third-Party Service**”). Service Provider reserves the right to utilize the services of any third-party provider or to change third-party providers in its sole discretion as long as the change does not materially diminish the Services to be provided to Client. Service Provider will not be responsible, and will be held harmless by Client, for the failure of any third-party provider or manufacturer to provide Third-Party Services to Service Provider or to Client.

14. LIMITATION OF LIABILITY

- a. Liability Limits. The Services may contain bugs, errors, problems or other limitations. Service Provider has no liability whatsoever for Client’s use of the Services, inability to use the Services or Client’s reliance on or use of information from the Services or through the Services that results from mistakes, omissions, interruptions, deletions of files, errors, defects, delays in operation or any failure of performance. IN NO EVENT SHALL SERVICE PROVIDER BE LIABLE TO CLIENT OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SERVICE PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. The negation of damages set forth above are fundamental elements of the basis of the bargain between Service Provider and Client. The Services would not be provided without such limitations.
- b. Indemnification. Client agrees to indemnify, defend, compensate, reimburse, and hold harmless, Service Provider, its subsidiaries, affiliates, officers, directors, employees, agents, licensors, consultants, suppliers, and any third-party website provider involved in the provision of Services, from and against all claims, demands, actions, liabilities, losses, expenses, damages, judgments and costs, including attorneys’ fees, related to or arising from Client’s breach of this Agreement or violation of any applicable law or regulation. Service Provider reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by Client. Client must not, in any event, accept a settlement of any dispute relating to this Agreement without the prior written consent of Service Provider.
- c. Non-Disparagement. Client will not directly or indirectly make, publish, or communicate to any person or entity any defamatory or disparaging remarks, comments, or statements concerning Service Provider or its employees either during or after the Agreement’s termination or expiration.
- d. Insurance Limits. Service Provider will maintain business insurance greater than \$1M on both General Liability and Errors and Omissions Liability. Service Provider will provide, within five (5) business days, proof of insurance upon customer request. Client acknowledges that Service Provider has strongly advised it to obtain a cybersecurity insurance policy.

e. Warranty. Service Provider warrants that all Services will be performed in a professional and workman-like manner in accordance with general industry standards. Client must report any deficiencies in Services to Service Provider in writing within ten (10) business days of performance of such Services in order to receive warranty remedies. THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER EXPRESSED OR IMPLIED WARRANTIES. NO OTHER WARRANTIES APPLY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL SERVICES ARE PROVIDED "AS IS" AND "WHERE IS" AND EACH PARTY DISCLAIMS ALL WARRANTIES, WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, TITLE, OR FITNESS FOR A PARTICULAR PURPOSE. SERVICE PROVIDER DOES NOT WARRANT THAT THE SERVICES, SERVICE DELIVERABLES, OR ANY THIRD-PARTY PRODUCTS ARE ERROR-FREE, OR WILL OPERATE IN AN UNINTERRUPTED MANNER OR IN COMBINATION WITH OTHER SOFTWARE PRODUCTS. THERE IS NO WARRANTY FOR THIRD PARTY SOFTWARE OR THIRD-PARTY HARDWARE PROVIDED BY SERVICE PROVIDER AND EACH SUCH THIRD-PARTY SOFTWARE OR THIRD-PARTY HARDWARE SHALL BE GOVERNED BY THE WARRANTIES OFFERED BY THE APPLICABLE THIRD PARTY UNDER THE TERMS OF THE AGREEMENT BETWEEN CLIENT AND SUCH THIRD PARTY. IN ADDITION, AND WITHOUT LIMITATION, SERVICE PROVIDER DOES NOT WARRANT OR REPRESENT THAT ANY THIRD-PARTY SOFTWARE OR THIRD-PARTY HARDWARE AS DELIVERED WILL MEET ALL OF CLIENT'S BUSINESS REQUIREMENTS WITHOUT THE NEED FOR CONFIGURATION OR ENHANCEMENTS OR ENCOMPASS ALL THE FUNCTIONALITY DESIRED BY CLIENT OR AVAILABLE IN CLIENT'S SOFTWARE PRODUCT.

f. Remedy.

FOR ANY BREACH OF THE WARRANTY, CLIENT'S EXCLUSIVE REMEDY, AND SERVICE PROVIDER'S ENTIRE LIABILITY, SHALL BE LIMITED TO THE RE-PERFORMANCE OF THE SERVICES. IF SERVICE PROVIDER IS UNABLE TO RE-PERFORM THE SERVICES AS WARRANTED, CLIENT SHALL BE ENTITLED TO RECOVER THE FEES PAID TO SERVICE PROVIDER FOR THE DEFICIENT SERVICES, PROVIDED THAT SUCH RECOVERY SHALL NOT EXCEED TOTAL FEES PAID TO SERVICE PROVIDER IN THE IMMEDIATELY PRECEDING THREE (3) MONTH PERIOD.

The limitation of liability set forth in Section 7(f)(i) above shall not apply to (A) liability resulting from Service Provider's gross negligence or willful misconduct and (B) death or bodily injury resulting from Service Provider's negligent acts or omissions.

15. MISCELLANEOUS

- a. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah, United States of America, without regard to its conflicts of law provisions. Client consents to the personal jurisdiction of the federal and state courts having jurisdiction for Salt Lake City, Utah with respect to all disputes arising out of this Agreement, Client's use of the Services or otherwise between Client and Service Provider.
- b. Amendments to Agreement. Please refer to defined terms in the SOW aforementioned.
- c. Termination. This Agreement may be terminated by Service Provider with immediate effect upon prior written notice to Client if Client:

- fails to pay any amount when due under this Agreement;
- has not otherwise performed or complied with any of the terms of this Agreement, in whole or in part; or
- becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors.

d. Dispute Resolution.

- (i.) Jury Waiver. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS, SCHEDULES, AND APPENDICES ATTACHED TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY.
- (ii.) Cost of Enforcement. In the event that either party asserts any claim against the other party in an action at law or in equity, including without limitation any counterclaim or cross claim, to enforce or protect that party's rights under this Agreement, the prevailing party in such action will be entitled to recover on any judgment entered therein in its favor such reasonable attorney's fees as may be allowed by the court, together with such court costs and damages as provided by law and in accordance with this Agreement.
- (iii.) Severability. If any provision of this Agreement is held to be unenforceable as applied to a particular circumstance by a court of competent jurisdiction, then that provision will be construed by (i) modifying it to the minimum extent necessary to make it enforceable (if permitted by applicable law) or (ii) disregarding it (if modifying it is not permitted by applicable law); but, the rest of this Agreement will remain in effect as written and the modified provision will remain in effect as written in all other circumstances.
- (iv.) Assignment. This Agreement will be binding on the successors and assigns of both parties. Client may not assign, delegate, or transfer Client's rights or duties in connection with the Services without the prior written consent of Service Provider. Any assignment, delegation, or transfer in violation of this Agreement will be void and unenforceable as a matter of law.
- (v.) Waiver. The waiver by either party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach. Except for actions for nonpayment or breach of either party's intellectual property rights, no action, regardless of form, arising out of this Agreement may be brought by either party more than one (1) year after the cause of action has accrued.

- e. No Clientship. Service Provider and Client are independent contractors. This Agreement will not create a Clientship or joint venture between the parties, or make either party an agent, legal representative, employee, or servant of the other for any purpose. All services performed by Service Provider will be performed as an independent contractor. Service Provider will have sole discretion to determine the manner, method, and means of performing the Services, subject to the provisions of this Agreement. Neither party may bind the other or create any obligation on the other's behalf, except as specifically provided in this Agreement.

- f. **Subcontractors.** Service Provider may, in its reasonable discretion, use third party contractors inside or outside the United States to perform any of its obligations hereunder, including but not limited to migration of Client data, remote monitoring and management, network monitoring, helpdesk services, backup, and hosted infrastructure services.
- g. **No-Third Party Beneficiaries.** This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms.
- h. **Survival.** All terms and provisions of this Agreement which should by their nature survive the termination of this Agreement shall so survive.
- i. **Force Majeure.** Each party will be excused for delay in the performance of any of its obligations hereunder (other than Client's obligation to pay fees pursuant to this Agreement) when such delay is the result of acts of God, governmental authority, delays in transportation, subcontractors not being able to honor their commitment(s), war, act of terrorism, weather, manufacturer's or supplier's delays, pandemic or epidemic, etc., or any other cause beyond the party's reasonable control.
- j. **Notice Requirements.** All notices required hereunder will be in writing and will be mailed by first-class mail, postage prepaid, sent by electronic mail, or delivered by messenger or reputable overnight courier, and shall be addressed to the party or parties to whom directed at the address set forth below or such other place as each party may from time to time give in writing to the other party hereto. Notice shall be deemed to have occurred upon receipt by the party to whom sent.

To: Service Provider

Executech, Inc.

1624 Santa Clara Drive, Suite 245

Roseville, CA 95661

Attn: Controller

To: Client

Cameron Park Community Services District

2502 Country Club Drive

Cameron Park, CA 95682

Attn: Andre Pichly

APPENDIX A – SERVICE LEVEL AGREEMENTS

Response Time and Service Level Agreement

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

Service Priorities Definitions

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

*Executech designation

Hours of Service

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

APPENDIX B – FEES AND PAYMENT SCHEDULE

a. Monthly Fees

Client will pay Service Provider a “Base Fee” of **\$2,953.56** per month in consideration of the **Proactive plan** selected. This includes the following:

Proactive Managed Services Monthly Pricing Summary:				
	Monthly Services Pricing:	Count:	Program Price:	Monthly Fee:
	Workstation / Device Count	22	\$60.00	\$1,320.00
	Server Count (Physical, Virtual & Backup)	5	\$130.00	\$650.00
	Site Count (Includes 1 Switch & 1 Firewall)	3	\$150.00	\$450.00
	Storage Device Count	0	\$50.00	\$0.00
	Backup Device Count	1	\$50.00	\$50.00
	Network Device Count (Switches, Firewalls, WAPs)	9	\$25.00	\$225.00
	Subtotal Monthly Services Pricing:			\$2,695.00
	Additional Services:			
	Preferred Partner Discount	1	-\$530.00	-\$530.00
	Current Backup Solution - Datto - CPCSD	1	\$426.31	\$426.31
	Current Backup Solution - Datto - Fire	1	\$123.75	\$123.75
	Microsoft Exchange Online Plan 1	1	\$4.00	\$4.00
	M365 Business Standard	13	\$12.50	\$162.50
	M365 Business Basic	12	\$6.00	\$72.00
	Data Center Hosting	0	\$0.00	\$0.00
	Total Monthly Services Pricing:			\$2,953.56
	One Time Modifiers:			
	Implementation	0	\$0.00	\$0.00
	Onboarding Fee (Waived)	0	\$0.00	\$0.00
	Total One Time Onboarding Pricing:			\$0.00

Refer to 4.a. Fees and Payment Schedule

Microsoft cost total is subject to change due to the addition or reduction of licenses - Billing can potentially vary slightly per month.

***Program pricing for monthly services provided, only to include workstations, servers, sites, and storage/backup/network devices, will remain the same for the term of the agreement. The count of the monthly services are subject to change based on the increase/decrease of new users, sites, and hardware assets.**

APPENDIX D - ACH AUTHORIZATION FORM



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

Please print in blue or black ink.

APPLICANT'S INFORMATION

LAST NAME:	FIRST NAME:	MIDDLE NAME:

BUSINESS NAME: _____		
BILLING ADDRESS: _____		
PHONE NUMBER: _____		
EMAIL ADDRESS: _____		

PAYMENT INFORMATION

NAME ON ACCOUNT: _____

BANK NAME: _____

PERSONAL/BUSINESS: _____

CHECKING/SAVINGS: _____

ROUTING NUMBER: _____

ACCOUNT NUMBER: _____

PAYMENT AUTHORIZATION

ACCOUNT HOLDER'S SIGNATURE: _____

DATE: _____

**RESOLUTION NO. 2023-01
of the Board of Directors
of the Cameron Park Community Services District
February 15, 2023**

**APPROVING THE 2023 MANAGED SERVICES AGREEMENT BETWEEN THE CAMERON PARK
COMMUNITY SERVICES DISTRICT AND EXECUTECH**

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

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

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

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

WHEREAS, the current amendment to the original agreement expired on May 21, 2022, and;

WHEREAS, the District released an RFP and Executech had the lowest contract amount, and;

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

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

1. Approves the 2023 Managed Services Agreement between the Cameron Park Community Services District and Executech; and
2. Authorizes the General Manager to sign and execute agreement.

PASSED AND ADOPTED by the Board of Directors of Cameron Park Community Services District, this 15th day of February 2023, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

Director Sidney Bazett, President
Board of Directors

André Pichly
General Manager



Agenda Transmittal

DATE: February 15, 2023

FROM: André Pichly, General Manager
Christina Greek, Finance Officer

AGENDA ITEM 6: RESOLUTION 2023-05 – APPROVE FIRST RESPONDER FEE POLICY 3230, PROCEDURES, AND HARDSHIP WAIVER

RECOMMENDED ACTION: APPROVE RESOLUTION 2023-05

Introduction

On August 17, 2022, the Board of Directors approved Ordinance 2022-01 that established the District's First Responder User Fee, authorized under Section 13916 of the California Health and Safety Code, as a cost recovery tool for providing first responder Advanced Life Support Paramedic (ALS) services to the community. The First Responder Fee is designed to cover enhanced services of Advanced Life Support on engines. It is only charged on medical aids where engine personnel assist in patient care.

Background

The First Responder Fee was developed by an average of hourly costs for crew members, equipment costs, administrative and station support costs, multiplied by the average time spent on scene (including enroute and return time) of medical aids by first responders, as specifically outlined in the Nexus Study prepared for the CSD, by DTA Consulting, which was approved by the Board of Directors on March 16, 2022.

On August 17, 2022, staff described to the Board how the District would contract with Wittman Enterprises, LLC, who would handle the billing of individuals who had received ALS services from the Cameron Park Fire Department. The Board of Directors discussed the need for a policy and defined process, including how the District would allow those unable to pay the fee to get a waiver per the approval of the General Manager, and an appeal process that could be brought before the Board of Directors. On October 19, 2022, staff brought a contract for billing services, a draft policy and procedures, and a waiver application to the Board of Directors for approval. The Board

approved the contract with Wittman Enterprises, LLC, but asked staff to bring the policy and procedures back to the Budget & Administration Committee for further discussion and review. On February 8, 2023, the Budget & Administration Committee reviewed the changes, recommended some additional information and endorsed the item with instructions to forward it to the Board.

The Finance Officer is in the process of establishing an account with the District's bank solely for the purpose of receiving collected First Responder Fees.

Fiscal Impact

It is estimated that the First Responder User Fee could help the District recover \$100,000.00 to offset costs of First Responder Services that include Medical Aid.

Recommendation

Staff recommends that the Board of Directors approve the First Responder User Fee Policy 3230, including procedures, hardship waiver program and application form.

Attachments:

- 6.a – Policy, Procedures and Hardship Waiver Program
- 6.b – Hardship Waiver Application
- 6.c – Policy 101: Policy Adoption
- 6.d – Resolution 2023-05

CAMERON PARK COMMUNITY SERVICES DISTRICT
Policy Handbook

POLICY TITLE: First Responder User Billing and Hardship Waiver Program
POLICY NUMBER: 3230

POLICY

It is the policy of the Cameron Park Community Services District Department that ALS services provided by the Cameron Park Fire Department will be billed for as applicable within this policy.

3230.1 Purpose. The purpose of the Advanced Life Support Billing Policy is to provide information and direction on billing and collection for the Cameron Park Community Services District's Advanced Life Support services.

3230.2 Definitions.

- Advanced Life Support (ALS) - is a set of life saving protocols and skills that extend basic life support to further support the circulation and provide an open airway and adequate ventilation (breathing).
- Patient Care Report (PRC) - a computerized or written report that documents the assessment and management of the patient by the emergency care provider in the out-of-hospital setting.

3230.3 Responsibility. It is the responsibility of the Cameron Park Community Services District to seek reimbursement for Cameron Park Fire Department ALS expenses from patients including those covered by third-party insurance agencies. All personnel are responsible to understand and comply with this policy.

3230.4 Procedures. The Cameron Park Community Services District reimbursement for Cameron Park Fire Department ALS, including treatment when ambulance transport is not provided.

- Using a third-party billing service, the Cameron Park Community Services District shall bill for applicable services of a Cameron Park Fire Department ALS response whether or not the patient and/or the primary on scene medical provider deems ambulance transport as necessary.
- Insurance agencies and patients help pay for Cameron Park Fire Department ALS
- The Cameron Park Community Services District sets the reimbursement rate for ALS.
- Billing accounts 180 days or older are sent to the Cameron Park Community Services District for possible collections, unless the account is active.

3230.5 Patient Care Report. An acceptable Patient Care Report (PCR) is to be signed by the actual patient or the legal guardian of the patient. The PCR must include the names of Cameron Park Fire Department ALS personnel on the First Response as well as the assigned vehicle number. Shared PCR by the First Responder and the Transporting Agency are acceptable, providing First Responder information is included with transport details and patient demographics.

3230.6 Patient Privacy. It is the policy of the Cameron Park Community Services District and Cameron Park Fire Department to protect the confidentiality of all patients receiving Cameron Park Fire Department ALS, as identified under federal and state law. Patient confidentiality must never be compromised. Neither the Cameron Park Community Services District or Cameron Park Fire Department personnel shall divulge a patient's identity, medical information, or other confidential patient information to persons other than those professionals who have a "valid need to know" according to the Health Insurance Portability and Accountability Act (HIPAA) provisions.

For Cameron Park Fire Department ALS billing disputes or appeals, patients should contact the Cameron Park Community Services District Administrative office at (530) 677-2231.

3230.7 Billing for First Response Calls.

The third-party billing service shall:

- Prepare all written requests for Insurance Information and other invoice mailings to patients.
- Send the first invoice within four (4) days of receipt of the fully-completed First Responder and/or Transporting Agency PCR(s).
- Provide a toll-free telephone number to patients in patient correspondence.
- Will make an initial telephone call to each patient to elicit any insurance information from the patient or the patient's family.

If the third-party billing service is unable to obtain complete insurance information from the patient, they will send additional insurance information requests/invoices to the patient for a total of two invoices.

3230.8 General Protocol.

1. The third-party billing service uses all available methods to identify missing or incomplete patient information.
2. The third-party billing service bills third-party payers and/or patients based on the information provided by the Cameron Park Fire Department and any other credible third-party source.
3. If a patient has not responded to the phone call or either of the two invoices, the bill is considered for referral to a collection agency by the Cameron Park Community Services District, with the exception of accounts being considered for waiver due to hardship.
4. Monthly, the third-party billing service provides Cameron Park Community Services District personnel with a list of accounts for referral to a collection agency. The list contains patients whose contact or billing information could not be obtained by the billing contractor, and patients who have not responded to the bill schedule.

Sample Schedule

- | | |
|----------------------------------------------|-------------|
| 1) Request for Insurance Information Invoice | Immediately |
| 2) Phone call to patient | 15 days |
| 3) Final Request for Information Invoice | 30 days |

Third-Party Billing Service Responsibilities and Services

- a) Screen, prepare, and submit claims to any and all payers,
- b) Track and trace all claims submitted,
- c) Resubmit or otherwise resolve denied or disallowed claims,

- d) Retain all source documents,
- e) Provide adequate precautions to protect confidentiality of patient records in accordance with applicable state and federal law,
- f) Timely submit claims, predicated upon normal working conditions,
- g) Conduct all contact and correspondence with beneficiaries or responsible parties.

Provider Services and Responsibilities

- a) Provide third-party billing service with the proper documentation necessary to prepare claims and reach final adjudication,
- b) Provide third-party billing service with any correspondence from the fiscal intermediaries, insurance, attorneys, patients, in order for Consultant to perform proper follow up of outstanding billings and proper posting and tracking of accounts receivable,
- c) Obtain patient signature or patient representative signature on trip ticket.

3230.9 First Responder User Fee Hardship Waiver.

- a) Residents living within the district boundaries of the Cameron Park Community Services District can receive a one-time hardship waiver by demonstrating they receive the discounted rate through PG&E's CARE program for the same address and in the same name, and must provide a copy of their PG&E utility bill as proof they live at the address located in the Cameron Park Community Services District.
- b) Complete a First Responder Fee Hardship Waiver application form (attached hereto as Appendix A) and submit the application and a copy of their current P&E bill for the same address and show participation in the CARE program. The PG&E bill must be dated within the past two months of application date.
- c) Qualifying for hardship based on public assistance program participation. You may qualify for the hardship program if you take part in any of the following public assistance programs.
 - Low Income Home Energy Assistance Program (LIHEAP)
 - Women, Infants, and Children (WIC)
 - CalFresh/SNAP (Food Stamps)
 - CalWORKs (TANF) or Tribal TANF
 - Head Start Income Eligible (Tribal Only)
 - Supplemental Security Income (SSI)
 - Medi-Cal for Families (Healthy Families A & B)
 - National School Lunch Program (NSLP)
 - Bureau of Indian Affairs General Assistance
 - Medicaid/Medi-Cal (under age 65)
 - Medicaid/Medi-Cal (age 65 and over)

Qualifying for a hardship based on household income

Add all household members' incomes from all eligible sources for your total gross annual household income. The total combined gross annual household income must be at or below the amounts shown in the following table.

Number of Persons in Household	Total Gross Annual Household Income*
1-2	\$36,620 or less
3	\$46,060 or less
4	\$55,500 or less
5	\$64,940 or less
6	\$74,380 or less
7	\$83,820 or less
8	\$93,260 or less
9	\$102,700 or less
10	\$112,140 or less
Each additional person, add	\$9,440

*Before taxes based on current income sources.

Household income includes all taxable and nontaxable revenues from all people living in the home. It includes, but is not limited to the following sources:

- Wages

- Salaries
- Interest and dividends
- Spousal and child support payments
- Public assistance payments
- Social Security and pensions
- Housing and military subsidies
- Rental income
- Self-employment income
- All employment-related, non-cash income

3230.9 First Responder User Fee Hardship Waiver (continued).

- d) Individuals not living within the district boundaries of the Cameron Park Community Services District are not eligible for a First Responder Fee Hardship Waiver.
- e) The General Manager will review each request form and documentation and a decision will be based on the information provided in the form and documentation.
- f) If the patient is a resident and not enrolled in the PG&E CARE program, requests for the one-time waiving of the fee based on claim of hardship shall be evaluated by the General Manager on a case-by-case basis.
- g) Should the General Manager decline the hardship waiver, the individual may appeal the decision to the Board of Directors.

First Responder User Fee Policy Adopted _____20XX



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

Appendix A

First Responder Fee Hardship Waiver Application

The Cameron Park Community Services District offers a one-time Hardship Waiver to qualifying residents. The guidelines listed below must be met to qualify for the Hardship Waiver:

- 1) You must live at an address located in the Cameron Park Community Services District. Individuals living outside the Cameron Park Community Services District are ineligible for fee waiver.
- 2) The PG&E bill must be for that Cameron Park address, in the name of the person residing at that address and dated within the past two (2) months and attached/included with this form.
- 3) Your household participates in the California Alternate Rates for Energy (CARE) program with Pacific Gas & Electric (PG&E) or
- 4) You take part in any of the following public assistance programs.
 - Low Income Home Energy Assistance Program (LIHEAP)
 - Women, Infants, and Children (WIC)
 - CalFresh/SNAP (Food Stamps)
 - CalWORKs (TANF) or Tribal TANF
 - Head Start Income Eligible (Tribal Only)
 - Supplemental Security Income (SSI)
 - Medi-Cal for Families (Healthy Families A & B)
 - National School Lunch Program (NSLP)
 - Bureau of Indian Affairs General Assistance
 - Medicaid/Medi-Cal (under age 65)
 - Medicaid/Medi-Cal (age 65 and over)
- 5) Qualifying for a hardship based on household income:
 - Add all household members' incomes from all eligible sources for your total gross annual household income. The total combined gross annual household income must be at or below the amounts shown in the following table.

Number of Persons in Household	Total Gross Annual Household Income*
1-2	\$36,620 or less
3	\$46,060 or less
4	\$55,500 or less
5	\$64,940 or less
6	\$74,380 or less
7	\$83,820 or less
8	\$93,260 or less
9	\$102,700 or less
10	\$112,140 or less
Each additional person, add	\$9,440

I state that the information I have provided is true and correct. I understand that if I receive a one-time hardship without qualifying for it, I may be required to pay back the hardship I received.

First and Last name _____ Phone # _____

Residential Address: _____

Mailing Address (if different) _____

E-mail _____

Print Name

Signature

Cameron Park Community Services District

POLICY HANDBOOK

POLICY TITLE: Adoption/Amendment of Policies

POLICY NUMBER: 1010

1010.1 Consideration by the Board of Directors to adopt a new policy or to amend an existing policy may be initiated by any Director or the General Manager. The proposed adoption or amendment shall be initiated by a Director or the General Manager submitting a written draft of the proposed new or amended policy to each Director and the General Manager by way of the District office, and requesting that the item be included for consideration on the agenda of the next appropriate regular meeting of the Board of Directors.

1010.2 Adoption of a new policy or amendment of an existing policy shall be accomplished at a regular meeting of the Board of Directors and shall require a 4/5 affirmative vote of the entire Board of Directors.

1010.3 Copies of the proposed new or amended policy adoption shall be included in the agenda information packet for any meeting in which they are scheduled for consideration (listed on the agenda). A copy of the proposed new or amended policy(ies) shall be made available to each Director for review at least three (3) days prior to any meeting at which the policy(ies) are to be considered.

Resolution No. 2023-05

**THE BOARD OF DIRECTORS
OF THE CAMERON PARK COMMUNITY SERVICES DISTRICT FIRST
RESPONDER USER FEE POLICY 3230, PROCEDURES AND HARDSHIP WAIVER
PROGRAM AND APPLICATION FORM**

February 15, 2023

WHEREAS, the Cameron Park Community Services District (District) has the authority pursuant to Section 13916 et seq., of the California Health and Safety Code, to charge and collect fees to cover the costs of any service which the District provides or the costs of enforcing any regulation for which the fee is charged; **and**

WHEREAS, the Board commissioned and approved a fee study to analyze and determine that the fee schedule reflects the reasonable costs, including staff time, for providing advanced and basic life support services throughout the District, **and**

WHEREAS, the Board approved Ordinance 2022-02 to establish and impose District-wide fees for the delivery of emergency medical services by a fire apparatus of the Cameron Park Fire Department to augment the funding of paramedic fire support services and to upgrade facilities to meet community needs, **and**

WHEREAS, the Board held public hearings on the proposed first responder fee of \$213.75 (subject to increases for annual inflation) on August 3, 2022, and August 17, 2022, where the Board heard and considered any objections or protests to the proposed fee schedule, **and**

WHEREAS, the Board directed staff to develop a policy for First Responder User Fees, develop procedures outlining the process for the collection of those fees, and develop a hardship waiver program that will be implemented should a Cameron Park Community Services District resident who is charged a First Responder User Fee be unable to pay said fees and can demonstrate they have a financial challenge per First Responder User Fee hardship waiver program stipulations.

NOW THEREFORE, the Board of Directors of the Cameron Park Community Services District resolves as follows:

1. The District hereby resolves to adopt the Cameron Park Community Services District First Responder User Fee policy 3230, procedures, and hardship waiver program and hardship waiver application form.

PASSED AND ADOPTED by the Board of Directors of the Cameron Park Community Services District at a meeting on the 15th day of February 2023, by the following vote of said Board:

AYES:

NOES:

ABSENT:

ATTEST:

Director Sidney Bazett, President
Board of Directors

André Pichly,
General Manager



Agenda Transmittal

DATE: January 18, 2023

FROM: André Pichly, General Manager

AGENDA ITEM #7: GENERAL MANAGER'S REPORT

RECOMMENDED ACTION: RECEIVE AND FILE

Budget and Administration

Finance Officer Christina Greek continues to work on the completion of our financial audit. Ms. Greek and I collaborate on Budget & Administration Committee and Board agenda items, which is extremely helpful. Her Finance team continues to do good work and to keep up with accounts payable, receivables, and payroll.

Lately, the District has been receiving emails from scammers, but thanks to the diligence of Christina and Laura Sanders-Ito, and the District having Positive Pay protection with our bank, those scammers have not been successful.

CC&R

CC&R Compliance Officer Jim Mog and I hosted a virtual meeting of the Multi-Agency Abatement Team (M.A.A.T) to discuss a problem property in the Cameron Park area. The meeting was attended by members of the County's legal department who provided helpful advice on next steps the District could take in an effort to have the existing settlement agreement enforced.

Parks and Facilities

On the morning of February 2nd, Parks & Recreation Superintendent Mike Grassle met with representatives with FEMA, County OES, and State OES at the site of the culvert/roadway washout. We were pleased to hear that our initial estimated damage assessment was accepted. The lead FEMA representative recommended we estimate adequately for the damage in case costs increase due to unforeseen damage. She also encouraged us to proceed with repair – the sooner we submit receipts, the sooner we can get reimbursed with federal funds (should the overall damage amount for the entire County meet or exceed FEMA requirements).



Recreation

Our Recreation team of Supervisor Kim Vickers and Coordinator Adam Domingo are busy planning for the [Ties and Tiaras Valentine's Dance](#) on February 11th.

The gymnasium at the Community Center now available for [Open Gym Pickle Ball](#) play, Monday through Friday from 9 am to 12 noon. Click the link for more details.

Lastly, Kim and Adam are also busy planning for spring and summer programming, all why continuing to get Adam up to speed on District operations. For more information about all District Recreation activities, go to the [Recreation Page](#).

Fire and Emergency Services

Weekly meetings continue with the Fire Chiefs and Fire Prevention Specialist, Meg Edlund. Meg also participates in our bi-weekly staff meetings since she is a District employee. Chief Martin and I continue to work on research for Fire & Emergency Services and the Fire Contract Negotiations Ad Hoc committee and find that it is a very good collaboration.

Other

On January 26th, I attended the **Gold County Chapter of the California Special District Association (CSDA)** for a meeting and site tour in Auburn. The tour started at the Auburn Recreation District with a focus on the Auburn Bike Park. The program then moved to the Placer County Resource Conservation District (RCD), followed by a visit to Foresthill to view the burn scar from the recent Mosquito Fire. The RCD brought maps to the site to help attendees identify local fuel breaks and their recent work on fire prevention.



On February 2nd, Mike Grassle and I met with staff from the **El Dorado Water Agency** and Supervisor Turnboo to talk about the impacts of the late December/early January storms. There is interest in collaborating to address challenges the County and District are facing in regard to the storm impact as well as future storms that the District may experience. It is the EDWA that strongly recommended we declare an emergency with in the District (item 17) and to provide a letter that could be shared with the community (item 19 in General Matters to/from Board Members and Staff).



Agenda Transmittal

DATE: February 15, 2022

FROM: André Pichly, General Manager
Mike Grassle, Parks & Facilities Superintendent
Christina Greek, Finance Officer

AGENDA ITEM 9: **SPLASH PAD CONSTRUCTION REQUEST FOR PROPOSALS
RECOMMENDATION**

RECOMMENDED ACTION: **DISCUSS AND PROVIDE DIRECTION TO STAFF**

Introduction and Background

In December of 2020, the Board of Directors approved an agreement between the District and Callander Associates for landscape architecture services to further implement elements of the District's Park Improvement Plan, especially the Cameron Park Lake Splash Pad (Attachment 9.a: Resolution 2020-30).

In October of 2022, staff provided a report reviewing the history of the project and making a recommendation for moving the project forward. At the time of the report the District was still awaiting final approval from El Dorado County, which was received in December 2022. Front End Specifications were provided by Callander Associates and reviewed by staff and Counsel.

Fiscal Impact

Total project cost was estimated at \$ 1,358,987.00. Staff recommends a budget \$1,600,000.00 due to increases in the costs of construction and materials. The District would use Prop 68 funds in the amount of \$128,182 and the remainder would come from Park Impact Fees to cover the cost of construction and any additional consultation fees.

Estimated Cost of Operating the Splash Pad

- \$12,000.00 annual estimated operational costs based on 120 operational days (early April through late October). This estimate includes 1-hour of maintenance service, utilities and chemicals.
- \$1,000.00 in annual repairs (but would be under warranty for a period of time)

Recommendation

Staff recommends that the Board of Directors direct staff to issue a Request for Proposals package and bring back to a future Board meeting a proposal for consideration and approval so as to proceed with construction. If approved the General Manager and Parks & Facilities Superintendent will work with Callander Associates to review the RFP to ensure that the scope of work is accurate and develop the RFP posting and submittal schedule.

ATTACHMENTS

9.a – Resolution No. 2020-30

9.b – October 2022 splash pad staff report

9.c – Contract Specifications for Splash Pad project

RESOLUTION No. 2020-30
of the Board of Directors
of the Cameron Park Community Services District
December 16, 2020

**RESOLUTION APPROVING THE AGREEMENT BETWEEN CAMERON PARK
COMMUNITY SERVICES DISTRICT AND CALLANDER ASSOCIATES LANDSCAPE
ARCHITECTS FOR THE CAMERON PARK LAKE SPLASH PAD**

WHEREAS, Cameron Park Community Services District (District) is seeking landscape architecture services to further implement elements of the District's Park Improvement Plan, specially the Cameron Park Lake Splash Pad; and

WHEREAS, Policy 3100 - Purchasing/Expense Authorization provides a provision for contracts involving acquisition of professional or specialized services, such as landscape architects that does not require a competitive bid process; and

WHEREAS, Callander Associates Landscape Architects developed the approved Park Improvement Plan and is available to expeditiously support the District's efforts in developing competitive grant applications which are due March 2021.

NOW, THEREFORE, BE IT RESOLVED, the Board of Directors of the Cameron Park Community Services District approves and authorizes the General Manager to execute the Agreement between Cameron Park Community Services District and Callander Associates.

PASSED AND ADOPTED by the Board of Directors of the Cameron Park Community Services District, at a regular scheduled meeting, held on the 16th day of December 2020, by the following vote of said Board:

AYES: MS, EA, SB, FC, EW

NOES: None

ABSENT: None

ABSTAIN: None

ATTEST: None

a



Monique Scobey, President
Board of Directors



Jill Ritzman, General Manager
Secretary to the Board



Agenda Transmittal

DATE: October 19, 2022

FROM: André Pichly, General Manager
Mike Grassle, Parks & Facilities Superintendent
Christina Greek, Finance & Human Resources Officer

AGENDA ITEM 10: **Splash Pad at Cameron Park Lake Discussion**

RECOMMENDED ACTION: Discuss Cameron Park Splash Pad project

This report will address the following:

- Our Splash Pad design
- The Park Improvement Process flow chart
- Timeline of events from June 2019 through Spring of 2023
- Project Manager
- Results from public surveys
- Expenses to date for this project
- Estimated cost of operating the splash pad vs. Lagoon
- Water usage comparison
- Additional water usage information
- Implications for canceling this project
- Staff recommendation
- Splash Pads in action: what you'd be getting for you money

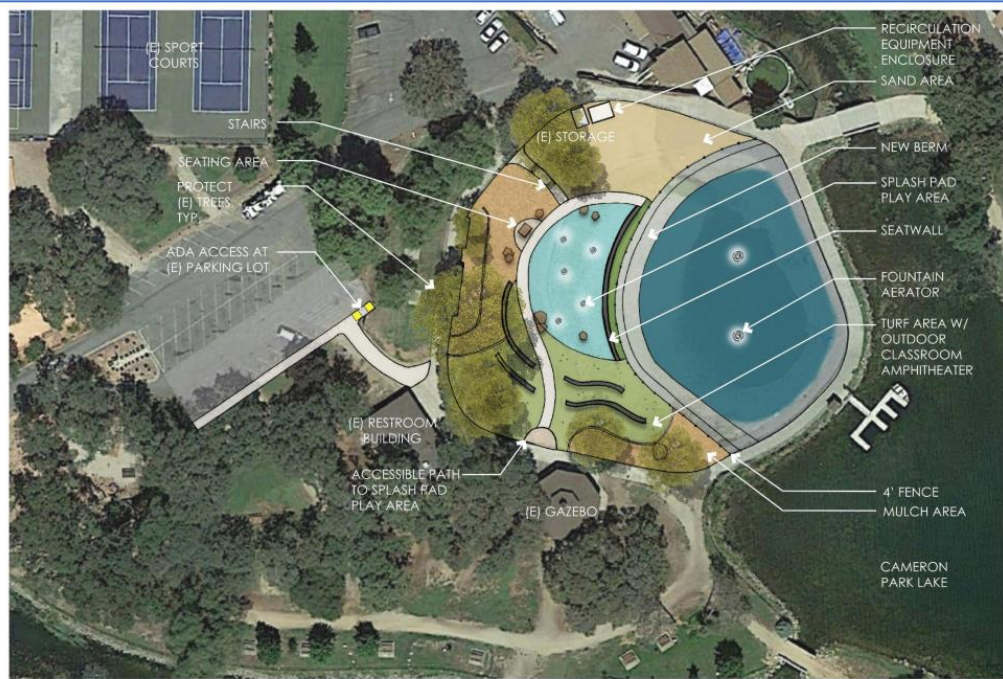
This report also include three (3) attachments:

- 10.a – March 2021 Survey Comments
- 10.b – CALA Splash pad and Park Improvement Plan Update slides from January 4, 2021 Parks and Recreation Committee meeting
- 10.c - Director Scobey slideshow presentation

SPLASH PAD DESIGN

Concept Plan

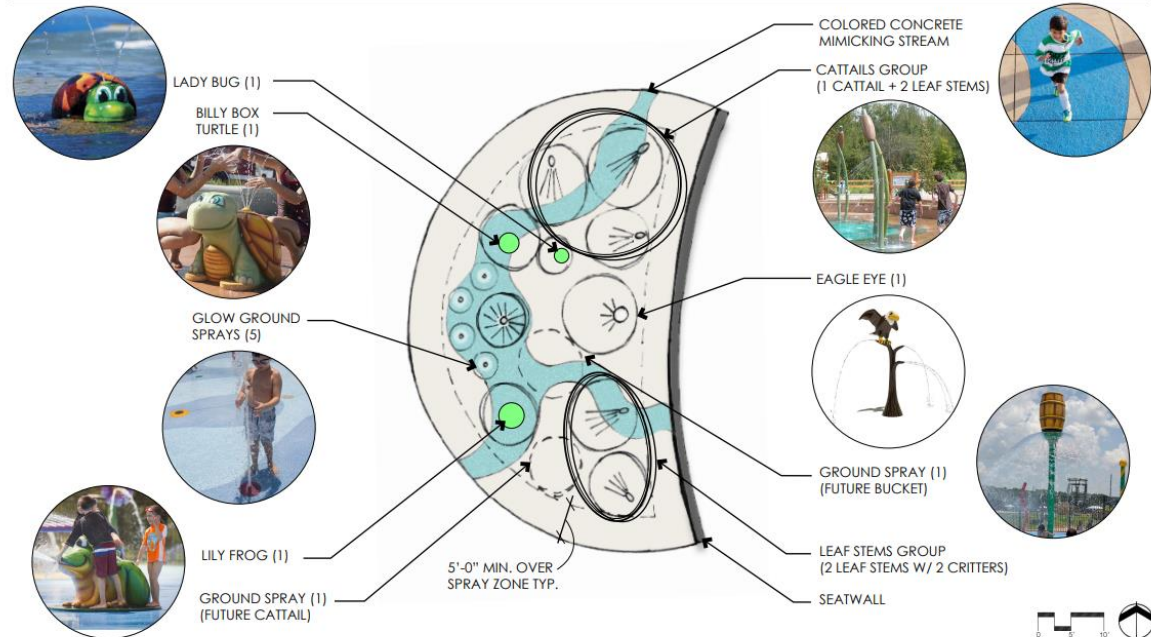
CAMERON PARK LAKE:
CONCEPT PLAN



NOVEMBER 19, 2021

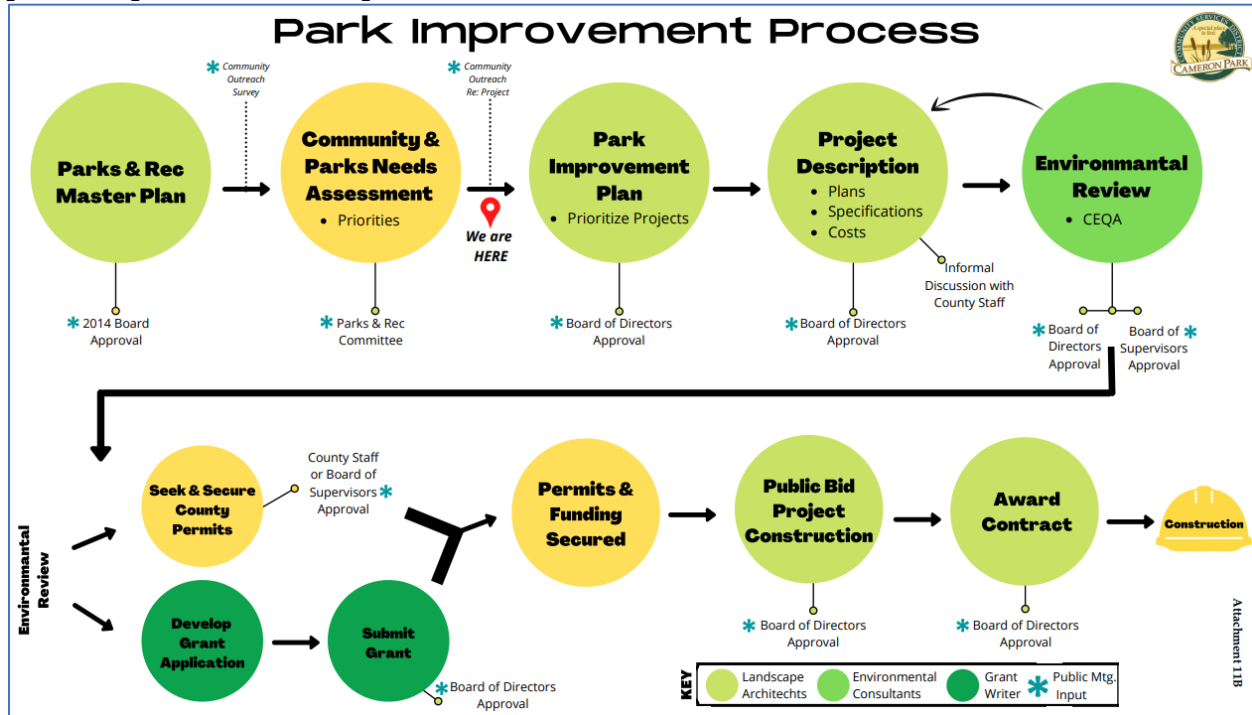
CAMERON PARK LAKE SPLASH PAD

PLAY FEATURES



PARK IMPROVEMENT PROCESS FLOW CHART

This is the Park Improvement Process flow chart. It describes the various phases or steps along the path of the process, responsibility during that phase or step, and when public input should take place (indicated with *).



TIMELINE OF EVENTS FROM JUNE 2019 THROUGH SPRING 2023

*** Public Comment would have taken place during this public meeting**

June 2019 – The idea of installing a splash pad in place of the Lagoon was first presented to the Parks and Recreation Committee*.

July 2019 – Parks & Facilities Superintendent began meeting with splash pad manufacturers and installers. The goal of these meetings was to get concepts and project cost estimates.

February 2020 - Landscape Architect Request for Qualifications (RFQ) – Outcomes & Next Steps (oral report and handouts; J. Ritzman, M. Grassle) provided to the Parks and Recreation Committee*.

May 2020 – Presentation: Draft Park Improvement Plan provided by Callander Associates (CALA) provided to the Parks and Recreation Committee*.

May 2020- The Parks Master Plan survey was released online to the public.

July 2020- Report Back: Park Improvement Plan, Survey Results, and Funding Strategies (J. Ritzman, CALA) presented to the Parks and Recreation Committee*.

August 2020 - Park Improvement Plan: Strategies and Prioritizing (J. Ritzman, M. Grassle, CALA) presented to the Parks and Recreation Committee*.

November 2020 - Park Development Impact Fees to fund Cameron Park Lake Splash and Spray Playground Project. CALA Scope of Services and Estimated Fees for Cameron Park Lake Splash and Spray Playground Project (M. Grassle, CALA). Both reports were provided to the Parks and Recreation Committee*.

December 2020 – Resolution 2020-30: Approving the Agreement between Cameron Park Community Services District and CALA for the Cameron Park Lake Splash Pad FOR \$122,077.00 (M. Grassle) was presented to the Parks and Recreation Committee in December*. Item was presented during the Board of Directors Meeting. The Resolution was approved 5-0 at the January 20th Board of Directors meeting*.

January 2021 - APPROVE Resolution 2021-04 Authorizing State Park Program (Proposition 68 Competitive) Grant Application to construct the splash pad. Presented during the Board of Directors Meeting*.

January 2021 - Kick Off meeting with district staff and CALA and Associates

February 2021- Review and Finalize Work Plan 2021 (J. Ritzman). Parks and Recreation Committee approved the work plan which included developing the splash pad*.

March 2021 - Geotech Report Completed

March 2021 - Splash Pad survey results completed

March 2021 – WORKSHOP: Design Discussions for Improvements at Cameron Park Lake (CALA) Workshop was held during the Parks and Recreation Committee meeting*.

May 2021 - APPROVED: Resolution 2021-15 to Approve the First Amendment to the Agreement between Cameron Park Community Services District and CALA. Resolution went before the Board of Directors. Passed 5-0 during the May 2021 Board of Directors meeting*.

May 2021 - 35% plans submitted to El Dorado County by CALA to the district

August 2021 - 75% plans submitted to El Dorado County by CALA to the district

October 2021 – Presentation: Cameron Park Lake Splash & Spray Playground 75% Completed Plans (M. Grassle, B. Woodside, I. Anwar), and the Splash & Spray Playground Funding Strategy (J. Ritzman). Both items were presented to the Parks and Recreation Committee*.

November 2021 - Categorical Exemption: Cameron Park Lake Splash Pad Project (J. Ritzman) Ad Hoc Committee for Splash Playground Fundraising (J. Ritzman, discussion). Both items were presented at the Parks and Recreation Committee*.

December 2021 - Land & Water Conservation Fund Grant (J. Ritzman). Splash Pad Fundraising Ad Hoc Committee (J. Ritzman). Final Design for Splash Pad – Information Item (J. Ritzman). All three items were on the Parks and Recreation Committee agenda*.

January 2022 - Land and Water Conservation Fund (LWCF) Application and Resolution (A. Pichly). Item was discussed during the January Parks and Recreation Committee*.

June 2022 - DISCUSSION – LWCF grant update: Splash Pad Project (A. Pichly) – Information only / not an action item. Discussion during the Board of Directors meeting*.

August 2022 - Anticipate final plan comments from El Dorado County

September 2022 - Approved plans, with the exception of the WDID number.

NEXT STEPS

October 2022 - Fees paid for TSD Engineering to prepare and submit Storm Water Pollution Prevention Plan (SWPPP) and Notice of intent (NOI) to El Dorado County. This is needed to be issued the WDID number and is the last task to be completed to obtain project approval from the County of El Dorado.

Fall/Winter 2022 - Bid Plans

Spring 2023 - Construction. This would allow enough time for the contractor to secure the Splash Pad equipment due to long lead times (CALA will confirm the length once they hear from the manufacturer).

PROJECT MANAGER: MIKE GRASSLE

Mike and I have discussed the management of this project moving forward and have agreed that his serving as the Project Manager makes the most sense since he's been engaged with this process since its inception, has years of experience with capital projects and working with contractors, and has an office that is physically located at the project site.

RESULTS FROM PUBLIC SURVEY

A Cameron Park Splash Pad survey was available to all community members online in March 2021. The questions and responses are as follows:

Question 1: Any questions, comments or concerns regarding the splash pad concept? 146 responses, 107 said NO, 39 answered YES. A follow up question to answering YES was, "please tell us a little more about your concerns", to which there were 39 comments (see Attachment 11.a).

Question 2: Which theme for the splash pad play area do you prefer? Please select one.

Nature - 68 (46.90%)

Nautical – 57 (39.91%)

Urban – 20 (13.79%)

Question 3: The District is applying for a state grant. If the grant is awarded to the District, improvements will expand to include a playground. Which theme for the playground do you prefer? Please select one.

Nature - 89 (60.96%)
 Nautical – 39 (26.71%)
 Urban – 18 (12.33%)

Question 3: The District is applying for a state grant. If the grant is awarded to the District, improvements will expand to include interpretive signage along the lake. Which theme for the interpretive signage do you prefer? Please select one.

Nature - 103 (71.03%)
 Nautical – 29 (20.00%)
 Urban – 13 (8.97%)

EXPENSES TO DATE FOR THIS PROJECT

Expenses from June 2019 through October 14, 2022:

- \$97,556.72 – Callander Associates design costs (includes CEQA exemption memo preparation)
- \$300.00 – map production
- \$13,234.50 - Fees paid to El Dorado County
- \$4,000.00 – Fees paid for TSD Engineering to prepare and submit Storm Water Pollution Prevention Plan (SWPPP) and Notice of intent (NOI) to El Dorado County

Total \$115,091.22 (\$62,379 has been reimbursed by Park Impact Fees)

PROP 68 PER CAPITA GRANT

The District was awarded \$177,952.00 from the State of California’s Prop 68 Per Capita Grant. Of that amount, \$128,182.00 was identified for the splash pad project. The balance (\$49,907.00) was used for the turf project at Christa McAuliffe Park. Expenses for both projects will be reimbursed by the State when invoices are submitted for payment. Per the grant contract, if the scope of the splash pad project were to change, the District must notify the State in writing for approval or risk losing the funds. If the District Should the Board of Directors votes to cancel the splash pad project, the District could submit an alternate project via a new application for the balance of the grant award. The funds could be awarded if the project application is approved. Regardless of the decision of the Board, the funds for the turf project at Christa McAuliffe Park would not be forfeited.

LWCF GRANT APPLICATION NOT ACCEPTED

On December 16, 2021, the Board of Directors directed staff to complete and submit an application for LWCF to fund 50% of the planning and construction costs for Cameron Park Lake’s Swimming Lagoon Renovation to a Splash Pad. A Board of Directors Resolution to apply for the grant was passed and the grant application was submitted

in January 2022. On July 14, 2022, the General Manager received a letter from the State Office of Grants and Local Services indicating that the application was not selected for this project. If the grant had been awarded to the District for the Splash Pad project it would have covered 50% of the project costs, or \$679,493.50 of the \$1,358,987 budgeted.

ESTIMATED COST OF OPERATING THE SPLASH PAD vs. LAGOON

Splash Pad

- \$12,000.00 annual estimated operational costs based on 120 operational days (early April through late October). This estimate includes 1-hour of maintenance service, utilities and chemicals.
- \$1,000.00 in annual repairs (but would be under warranty for a period of time)
- The benefits of a water featured playground include significantly lower operational costs, lifeguards are not required, and the facility can have expanded hours and days of operation during warm months (spring through fall).

Lagoon

- \$40,000.00+ annual operational costs (includes lifeguards, Park Maintenance, utilities and chemicals)
- \$10,000.00 in annual repairs annually

Other Lagoon facts:

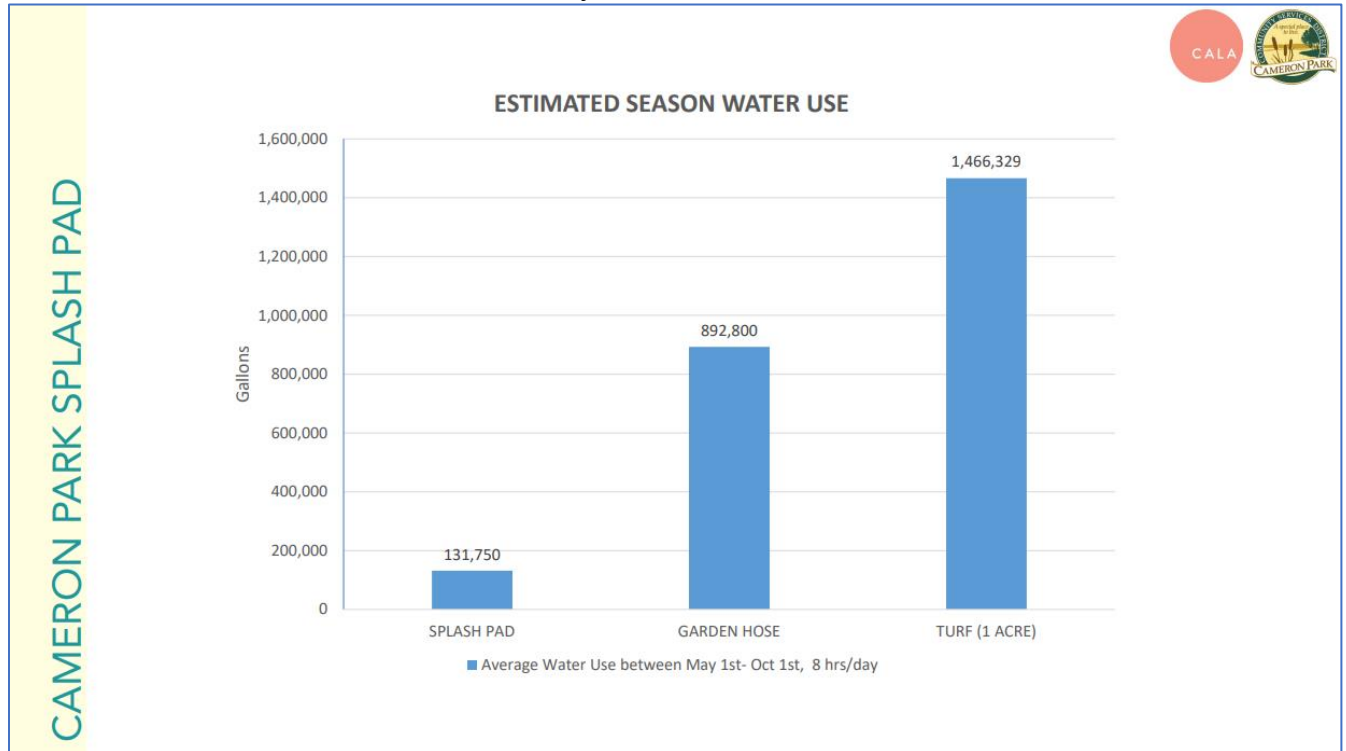
- The Cameron Park Lake Swimming Lagoon was constructed 25+ years ago. Over the years, the District allocated funds to improve the facility, but much of the mechanical systems were aging and in need of repairs.
- To save costs, hours of operations were reduced in recent years to a few hours each day
- The facility holds up to 1.5 million gallons of water that was pumped and chlorinated daily May through August.
- Water clarity was acknowledged as a safety issue for lifeguards and swimmers
- Entry fees and season passes did not offset the full cost of operating the Lagoon
- The District recognized that the Swimming Lagoon was an iconic and loved amenity at Cameron Park Lake, especially for families with young children.
- Facility was not ADA accessible, did not have the facility improvements to necessary to accommodate people with disabilities.

Decommissioned Lagoon today



WATER USAGE COMPARISON

Provided by CALA for average water usage for our splash pad, a residential garden hose, and 1-acre of turf area between May 1st and October 1st.



ADDITIONAL WATER USGAE INFORMATION FROM CALLANDER ASSOCIATES (CALA)

- A garden hose runs about 12 gallons per minute (GPM) and in 8 hours would consume up to 6,000 gallons of water per day. In comparison, the 700 to 1000 gallon of water use for the splash pad is very low. By not having these facilities, homeowners with children might choose to run homemade splash pads (sprinklers, slip-n-slides, etc.) that waste lots of water in their backyards. If the Board of Directors would like to see major water savings they can shut down irrigated turf not being used for sports which would be in line with EID's action recommendations. To compare, a turf irrigation system can use over 15,000 gallons per day fairly easily in a park setting.
- There is language in the El Dorado Irrigation District (EID) action that recommends avoiding construction of new pools, but not splash pads.
- EID's action for stage 1 water alert please note the following excerpts:
 - The regulation includes a prohibition against the irrigation of non-functional turf with potable water in the commercial, industrial, and institutional sector.

- The California State Water Resources Control Board (SWRCB) proposed emergency regulation that requires water suppliers to implement demand reduction actions for a shortage level of ten to twenty percent (Level 2). Given the District's favorable local water supply conditions, staff is proposing to maintain the existing Stage 1 water Alter, implementing the voluntary conservation actions identified in the Drought Action Plan for Stage 1 to achieve 15% conservation. "The District has sufficient water supplies, and thanks to late spring precipitation in 2022 could meet unrestricted demand during 2022 if necessary. Maintaining a Stage 1 Water Alert is prudent to guard against additional dry years and our current drought stage is consistent with the requirements of the proposed emergency regulation."
- Below are the key voluntary conservation measures included in Stage 1 that remain in effect. Staff will also continue to communicate other general guidelines and water efficiency practices that our customers can implement to help achieve additional water savings.

Voluntary:

- a) Apply irrigation water during evening and early morning hours only (7 PM to 10 AM);
- b) Inspect irrigation system for leaks and then repair or replace;
- c) Adjust sprinkler run times to avoid runoff; and
- d) Avoid pursuing construction of new swimming pools or rehabilitation that would require filling with potable water
- Other General Guidelines:
 - Adjust sprinklers to prevent overspray.
 - Stress your lawn and save your trees.
 - Reduce the number of days of outside irrigation and/or reduce sprinkler cycle run times. By reducing your watering times by two minutes across the board you can achieve an instant savings of 20 percent (for every 10 minutes that your sprinklers are currently scheduled).
 - Ensure ponds, waterway, decorative basins and swimming pools are equipped with water recirculation devices.
 - Do not hose off sidewalks, driveways and other impervious hardscapes, except where necessary to address an immediate health and safety need or to comply with a term or condition in a permit issued by a state or federal agency.
 - Use hoses equipped with a control nozzle capable of completely shutting off the flow of water.
 - Turn off irrigation during or within 48 hours of measurable precipitation.

IMPLICATIONS FOR CANCELING THE CAMERON PARK SPASH PAD PROJECT

The Board of Directors should be realistic about the implications of reversing this process. Staff believes these implications include, but are not limited to:

- Amount of district funds spent on design services and permits with no product
- The District has a contract with Callander Associates for \$122,077.00 for splash pad design development; construction documents; preparation of plans, specifications and estimates; bidding and construction review; environmental assistance, and requested additional services (if any). The District has paid Callander Associates \$97,556.72 to date. As sometimes happens with local government, projects are canceled or go through modifications for any number of reasons, but regardless of that reason the agency runs the risk of having spent funds on a project that may be seen as “wasted” if no project is built.
- Number of hour’s staff have spent in internal meetings, meetings with vendors and consultants, and working on reports. While I can find no tracking for all staff hours, consideration for time spent on this project should be acknowledged.
- Criticism from the public should be expected for changing course on a publicly supported and Board of Directors approved project. There are members of the public who have supported this project. While we know that recent support for not moving forward with this project has been voiced at public meetings, those who previously supported the project were not present.
- Should the project be canceled the District will need to address the future of the lagoon and its fiscal impact. Options could include:
 - Leave it as is
 - Fill in the lagoon with earth and find another use for that space
 - Open up the levee dividing the lake from the lagoon in one of two spots so both bodies of water are connected.
 - Tunnel(s) with a metal or concrete liner could be installed
 - Remove a section or two of the levee. An option here would be use a bridge(s) that would allow the levee to continue to be used for walkers/joggers/runners
 - Remove the entire levee

STAFF RECOMMENDATION

- Staff believes that this project should move forward. The Board of Directors held several meetings where the public had opportunities to provide comment on this project, a budget was created for the project, and a contract was executed for the design and development of this project.

- I believe a project like this will be a benefit to the community and, once operational, will become a popular amenity in Cameron Park. We can still celebrate the history of the Lagoon with a historical marker/sign of some sort, while introducing a new water play feature in the community.
- As a water feature it is designed to be very water efficient, as compared to other water features here and in other communities. We understand the need to be aware of public perception, but from what I can see the District and CALA have worked together to provide a design that will meet the needs of park visitors of all ages and will be a source of entertainment and joy for the parents and grandparents who bring their children to the splash pad, but who may not actually use the splash pad themselves.
- While some residents may not see this as a good use of District funds, it has been my experience that older residents tend to underestimate the cost of nearly all new park amenities, and most residents have no idea how much it costs to design, purchase, build, and maintain recreation and park facilities. This splash pad will be an investment in our park infrastructure and will add value to Cameron Park Lake as a community park. There will always be other needs within our District's park system, but an amenity like the splash pad is a project whose time has come.

SPLASH PADS IN ACTION: WHAT YOU'D BE GETTING FOR

I believe that reminding the Board and public of what they would be getting from this project is important. Below is a link to a YouTube video showing some splash pads in action that illustrate the benefits for both kids and adults, and the impact a unique recreational amenity like this could have on the community. Press Ctrl and Click on the picture to start the video.



ATTACHMENTS

10.a – March 2021 Survey Comments

10.b – CALA Splash pad and Park Improvement Plan Update slides from January 4, 2021 Parks and Recreation Committee meeting

10.c - Director Scobey slideshow presentation



CONTRACT SPECIFICATIONS FOR:

CAMERON PARK LAKE SPLASH PAD PROJECT

Cameron Park, CA

PROJECT MANAGER

André Pichly, General Manager

2502 Country Club Drive

Cameron Park, CA 95682

530.677.2231

apichly@cameronpark.org

CAMERON PARK COMMUNITY SERVICES DISTRICT (CSD)

NOTICE TO CONTRACTORS

Notice is hereby given that the Cameron Park CSD of El Dorado County, California, will receive sealed bids as follows:

- BID DATE and TIME:** On or before 2:00 pm – **day, date**

- REQUIRED DOCUMENTS:** Pages **xxx thru xxx** of Bid Proposal Sheets and Bid Guarantee

- SUBMIT BIDS TO:** André Pichly, General Manager
Cameron Park Community Services District
2502 Country Club Drive
Cameron Park, CA 95682

- BID OPENING:** IMMEDIATELY FOLLOWING

- FOR:** CONTRACT NO. **XXXXXX**
Cameron Park Lake Splash Pad Project

- ESTIMATED CONSTRUCTION COST FOR BASE BID:** \$1,3

- CONTRACTOR’S CALIFORNIA LICENSE AND/OR CLASS REQUIRED:** ‘A’ General Engineering Contractor

- PRE-BID CONFERENCE DATE and TIME:** 9:00 am – **day, date**
- PRE-BID CONFERENCE LOCATION** Cameron Park Lake Splash Pad Project located at 2989 Cambridge Rd, Cameron Park, CA 95682

PROJECT DESCRIPTION: The work to be performed under this contract includes **xxxxxx**

Award of this contract requires a valid California Contractor’s license with the classification identified above.

PREVAILING WAGE: All public works projects are subject to compliance monitoring and enforcement by the State of California Department of Industrial Relations (DIR). No Contractor or Subcontractor may be listed on a bid proposal for a public works project or awarded a contract for public work on a public works project unless registered with the DIR pursuant to Labor Code section 1725.5. This project is subject to prevailing wage.

PROCEDURE TO PURCHASE AND OBTAIN CONTRACT DOCUMENTS:

1. The Plans and Specifications are available for download from the District’s website at no cost to the Contractor at: <https://www.cameronpark.org/requests-for-proposals-bids>. It is the Contractor’s responsibility to check the website for addendums and updates. Bid results will be posted on the website for 30 days following the bid date.
2. Plans and Specifications can be sent electronically by emailing APichly@cameronpark.org . Emails should contain Contractor’s name and contact information (name, mailing address, phone, email address, etc.)
3. Plans and Specifications are also available in the following locations:
 - McGraw Hill Construction – online at www.construction.com

SUBMITTALS: Each bid must be submitted on the proposal bid forms provided in the Contract Documents. Each bid must also be accompanied by security in the form of a bid bond issued by corporate surety, a certified check, or cashier’s check payable to the Cameron Park CSD, or cash for an amount not less than ten percent (10%) of the aggregate sum of the bid.

The successful bidder shall be required to execute a Material and Labor Payment Bond and Performance Bond issued by a corporate surety, acceptable to the Cameron Park CSD, for the Cameron Park Lake Splash Pad Project Improvements. Each bond shall not be less than one hundred percent (100%) of that portion of the contract price.

QUESTIONS: Please direct pre-bid questions in writing to the **Project Manager, XXXXX**, Cameron Park CSD, **by email at XXXXX**.

1. Deadline for questions is 5:00 pm – **day, date**
2. Addendums and answers to all questions will be posted to the website on **day, date**.
3. It is the Contractor’s responsibility to check the District website for updates.

The Board reserves the right to reject any or all bids, to waive any informality in any bid, and to determine which bid, in the judgement of the Board, is the lowest responsive bid of a responsible bidder.

By order of the Board of Directors of the Cameron Park CSD, a Special District of the County of El Dorado, California, dated **xxxxx**

André Pichly
Cameron Park Community Services District
530.677.2231
apichly@cameronpark.org

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Section 1: Bid Documents

The scope of work for this project includes XXXXX. The project falls within the Uniform Public Construction Cost Accounting Act (UPCCAA) requirements for informal bidding procedures and the project shall be advertised according to the UPCCAA requirements.

BID PROPOSAL

In compliance with the Contract Documents, the undersigned hereby proposes to furnish all required labor, materials, supervision, transportation, equipment, services, taxes and incidentals required for:

CAMERON PARK LAKE SPLASH PAD PROJECT IMPROVEMENTS PROJECT

Item No.	Item of Work	Unit	Qty.	Unit Price	Total Price
1	015713- Storm Water Pollution Prevention	LS	1		
2	024113- Demolition	LS	1		
3	265600- Site Electrical	LS	1		
4	312000- Earthwork and Grading	LS	1		
5	312000- Import Fill	LS	1		
6	312000- Clay Liner??	LS	1		
7	313200- 4'-0" Chainlink Fence	LF	290		
8	313200- 6'-0" Chainlink Fence w/ Slats	LF	50		
9	313200- 4'-0" Chainlink Fence Single Gate	EA	1		
10	313200- 6'-0" Chainlink Fence Single Gate	EA	3		
11	313200- 6'-0" Chainlink Fence Double Gate	EA	1		
12	319213- Soil Preparation and Fine Grading	LS	1		
13	320190- Landscape Maintenance	MO	3		
14	320191- Tree Protection	LS	1		
15	321100- Class 2 Aggregate Base	TN	XX		
16	321216- Asphalt Paving	TN	XX		
17	321313- Concrete Pavement	SF	5,495		
18	321313- Colored Concrete Pavement	SF	610		
19	321313- Stamped Concrete Pavement	SF	145		
20	321313- Concrete Mowband	LF	160		
21	321313- Curb Ramp	EA	XX		
22	321313- Detectable Warning Tile	EA	XX		
23	321313- Concrete Wheel Stop	EA	XX		
24	321313- Concrete Seatwall	LS	130		
25	321540- Stabilized Decomposed Granite	SF	600		
26	321723- Pavement Marking and Traffic Striping and Signs	LS	1		
27	323300- Picnic Table	EA	2		
28	323300- Bollard	EA	2		
29	313200- Post and Chain Fence	LF	55		
30	323300- Landscape Boulder	EA	6		
31	323300- Cobble	SF	200		
32	323300- Rip Rap Rock	SF	6,350		
33	323300- Sand	TN	200		
34	323300- Redwood Header Board	LF	55		

Item No.	Item of Work	Unit	Qty.	Unit Price	Total Price
35	323300- Shade Shelter	LS	1		
36	323300- Splash Pad Equipment	LS	1		
37	323300- Splash Pad Recirculation System	LS	1		
38	323300- Signs	EA	4		
39	328400- Irrigation	LS	1		
40	329300- 5 Gallon Plant	EA	16		
41	329300- 1 Gallon Plant	EA	16		
42	329300- Mulch	SF	5,015		
43	329300- Turf from Sod	SF	3,250		
44	331000- 1" PVC Schedule 40	LF	227		
45	331000- Connect to Existing Domestic Water	LS	1		
46	333000- 6" PVC SDR 26 Sanitary Sewer Pipe	LF	136		
47	333000- Sanitary Sewer Cleanout	EA	2		
48	333000- Connect to Existing Sanitary Sewer System	LS	1		
49	334100- 4" Storm Drain Pipe	LF	54		
50	334100- 8" Storm Drain Pipe	LF	261		
51	334100- Drop Inlet	EA	XX		
52	334100- Storm Drain Outlet	EA	XX		
53	334100- Storm Drain	EA	2		
54	334100- Area Drain	EA	4		
55	334100- Flared End Section	EA	2		
TOTAL BID PRICE					

Bidder shall complete the form for the base bid schedule legibly and in its entirety. Incomplete forms may be grounds for disqualification of the bid.

There will be a mandatory pre-bid walkthrough for this project on **XXXXXX** at the project site: **2989 Cambridge Rd.** Bids are due on or before: **xxxx** Attn: André Pichly, 2502 Country Club Drive, Cameron Park. **This project must be bid by a Contractor with a 'A' General Engineering license.** The Cameron Park CSD requires "Prevailing Wage" for all public projects. Contractor warrants compliance with all federal, state, local laws, ordinances, rules and regulations applicable to the performance of this Request for Quote. Representations contained within this bid are made under penalty of perjury.

Contractor's Name & Phone: _____

Contractor's License: _____

Date: _____

INSTRUCTIONS TO BIDDERS

To be considered, sealed proposals (bids) must be made in accordance with the following instructions:

PROPOSALS/BIDS: Proposals must be made on the form included in these bid documents. All items on the form shall be filled out, numbers shall be stated in writing and in figures, and the signatures of all individuals shall be in longhand. When requested by the District, satisfactory evidence of the authority of the person signing on behalf of the company shall be furnished. A party's failure to properly sign required forms may result in rejection of the proposal. Each proposal must give the full name and business address of the proposing party.

- A. No telegraphic or telephone proposal or modifications to the form will be considered. Proposals shall not contain any recapitulation of the work to be done, and alternative proposals will not be considered unless called for.
- B. Should a bidder find a discrepancy in or omissions from the documents or should he/she be in doubt as to any meaning, he/she shall immediately notify the District, who will send written instructions to all bidders. The District will not be responsible for giving any oral instructions. All inquiries will be answered in writing and distributed to all bidders in the form of addenda to the contract prior to the opening bid date.
- C. All addenda or bulletins issued during the bidding period shall be included in the proposal and will become a part of the contract for the project.
- D. Pursuant to provisions of Section 4100 et seq. of the Public Contract Code, every bidder shall in his/her bid set forth:
 1. The name and location of the place of business of each subcontractor who will perform work or labor or render service to the bidder in or about the work in an amount more than one-half of one percent of the bidder's total work.
 2. The portion of the work that will be done by each subcontractor. If the bidder fails to specify a subcontractor for any portion of the work to be performed under the contract more than one-half of one percent of the bidder's total bid, he/she agrees to perform that portion himself/herself. The successful bidder shall not, without the consent of the District, either:
 - a. Permit any subcontract to be assigned or transferred or allow the work to be performed by anyone other than the original subcontractor listed in the bid.
 - b. Other than in the performance of a change order, sub-let or subcontract any portion of the work more than one-half of one percent of the total bid as to which his/her original bid did not designate a subcontractor.
 3. Proposals must include all applicable taxes in the proposal amount.

DEADLINE FOR RECEIPT OF PROPOSALS: Proposals must be received by the Cameron Park CSD by or before **xxxx**. Proposals received after this time will not be considered.

MANDATORY PRE-BID MEETING/WALK-THROUGH: There will be a mandatory pre-bid walkthrough for this project on **xxxx** at the project site: 2989 Cambridge Road, Cameron Park.

AWARD OR REJECTION OF BIDS/ALTERNATES: The Contract, if awarded, will be awarded to the lowest responsible bidder. The lowest responsible bidder shall be determined based on the lowest base bid, including consideration of the prices on the additive or deductive items that are to be awarded and follow these instructions and the advertised Notice Inviting Bids. The competency and the responsibility of bidders and of their proposed subcontractors will be considered in making the award of the Contract. Any bidder before being awarded a contract may be required to furnish evidence satisfactory to District that he/she and his/her proposed Contractors have sufficient means and experience in the type of work called for and to assure completion of the contract in a satisfactory manner.

A. The District reserves the right to reject the bid of any bidder based on non-responsibility and/or who has previously failed to perform properly, contracts with the District. The District reserves the right to reject any or all bids or alternates and waive any informality or irregularity in the bids or in the bidding.

BONDS: The successful bidder shall furnish a Faithful Performance Bond and Payment Bond in the form set forth in the contract documents and included herewith.

EXECUTION OF CONTRACT: The successful bidder shall, within ten (10) calendar days of receiving a notification of award of the contract, sign and deliver to the District the executed contract and any required submittals. In the event the party to whom an award is made fails or refuses to execute the contract within ten (10) calendar days, the District may seek damages for breach of the contract and may award the contract to one of the other responsible parties.

WITHDRAWAL OF PROPOSAL: Proposals may be withdrawn by the bidder prior to the time fixed for opening of proposals. Thereafter the proposals may not be withdrawn for a period of sixty (60) days.

WORKER'S COMPENSATION: In accordance with the provisions of Section 3700 of the Labor Code, every Contractor is required to secure payment of compensation to his employees.

A. Each Contractor to whom a public works contract is awarded is required to sign and file with the awarding body the following certification prior to performing the work of the contract, a copy of which is enclosed. This certification states,

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions".

COMPLIANCE WITH LAWS AND REGULATIONS: The successful bidder/Contractor shall comply with all laws and regulations governing Contractor's performance on a public project including, but not limited to, anti-discrimination laws, workers' compensation laws, prevailing wage laws set forth in Labor Code Section 1770 et seq., and licensing laws.

LICENSE INFORMATION: Each bidder shall list his/her license number, license type and expiration date. Each bidder must be a Contractor properly licensed to perform the work covered by the bid documents upon which it is bidding with an active license in good standing as of the date of receipt of bids. The license must be issued by the Contractors' State License Board (CSLB) of California and must be maintained in good standing throughout the term of the Contract.

A. All subcontractors must be properly licensed by the CSLB to perform the work they will be undertaking and must maintain their licenses in good standing throughout the terms of the Contract.

B. If two or more business entities submit a bid on a Project as a Joint Venture or expect to submit a bid as part of a Joint Venture, each entity within the Joint Venture must be properly licensed by the CSLB and the bid proposal must list each entities license number, license type and expiration date on the bid proposal.

NON-COLLUSION AFFIDAVIT: Bidders shall submit a completed non-collusion affidavit, in a form acceptable to District, a copy of which is attached hereto, with their bid.

CHILD SUPPORT COMPLIANCE: For every contract more than \$100,000.00, only the successful bidder will be required to acknowledge that he/she is aware of the State's policy regarding the importance of child and family support obligations and that to the best of his/her knowledge, he/she is fully complying with the earnings assignment order of all employees and providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department. Bidders shall submit a completed child support compliance acknowledgment; form is included within this manual.

ESTIMATED QUANTITIES: If the Bidding Documents provide information concerning estimated quantities of work to be performed, the estimated quantities are approximate only, being given as a basis for the comparison of bids. District does not, expressly or by implication, agree that the actual amount of work will correspond with the estimate, and District reserves the right to increase or decrease the amount of any class or portion of the work, as may be deemed necessary or advisable by District, with no adjustment to the unit price except as expressly provided in the Contract Documents.

BID PROTEST PROCEDURE: Any protest relating to the form or content of the bidding or Contract Documents must be submitted in writing to District at least ten (10) business days before the original date set for bid opening in the Notice to Bidders. Any bidder who submits a bid shall be deemed to have waived any protest to the form or content of the bidding or Contract Documents.

- A. Any bid protest relating to the award of the Contract for the Project, other than a protest addressing the form or content of the bidding or Contract Documents, must be submitted in writing to District so that it is received by District before 5:00 p.m. on the third business day following the bid opening. Failure to deliver a written protest within the designated period shall constitute a waiver of the bidder's right to protest District's determination and intended action, whether administratively or through legal proceedings, and shall render District's action relative to the bids final, binding, and un-appealable by such bidder.
- B. The initial protest document shall contain a complete statement of the basis for the protest, including the legal and factual basis for the action requested. The protest shall refer to the specific portion(s) of the Contract Documents upon which the bidder relies in support of the protest and include as exhibits all documents relied upon in support of the protest. The protest shall include the name, address, telephone, and fax numbers of the protesting party and any person representing the protesting party.
- C. The party filing the protest shall concurrently transmit a copy of the initial protest document and any attached documentation or exhibits to all other known bidders at the address specified on District's plan holder list. The documents shall be transmitted by fax or overnight delivery service.
- D. The procedure and time limits set forth in this paragraph are mandatory and are the bidder's sole and exclusive remedy in the event of bid protest. Failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including filing a Government Code claim or legal proceedings.

CERTIFICATION OF ALL CLAIMS SUBMITTED/NOTIFICATION OF ENFORCEMENT OF FALSE CLAIMS ACT: The successful Bidder will be required to certify the accuracy of all claims submitted to the District, as part of the submission of such claim(s). Each claim must be accompanied by the following certification:

I have personal knowledge of the contents of the claim being submitted to the District. I have personal knowledge that the facts contained within this claim and any supporting documentation are true and/or I am informed and believe that they are true. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this _____ day of _____, 20__ in _____ California.

In addition, Contractor expressly acknowledges that it is aware of the provisions of the state and federal False Claims Act and is also aware that if a false claim is knowingly submitted (as the term "Claim" and "Knowingly" are defined in California Government Code Section 12650 et seq.), the District will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.

The False claims listed in the California FCA are as follows:

- Knowingly presents or causes to be presented to an officer or an employee of the state or any political subdivision thereof, a false claim for payment or approval. (Cal. Government Code 12651(a)(1))
- Knowingly makes, uses or causes to be made a false record or statement to get a false claim paid or approved by the state or by any political subdivision. (Cal. Government Code 1265(a)(2))
- Conspires to commit a violation of the False Claims Act. (Cal. Government Code 12651(a)(3))
- Has possession, custody, or control of public property or money used or to be used by the state or by any political subdivision and knowingly delivers or causes to be delivered less property than the amount for which the person receives a certificate or receipt. (Cal. Government Code 12651(a)(4))
- Is authorized to make or deliver a document certifying receipt of property used or to be used by the state or by any political subdivision and knowingly makes or delivers a receipt that falsely represents the property used or to be used. (Cal. Government Code 12651(a)(5))
- Knowingly buys or receives as a pledge of an obligation or debt, public property from any person who lawfully may not sell or pledge the property. (Cal. Government Code 12651(a)(6))
- Knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid or decrease an obligation to pay or transmit money or property to the state or to any political subdivision. (Cal. Government Code 12651(a)(7))
- Is a beneficiary of an inadvertent submission of a false claim to the state or a political subdivision, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the state or the political subdivision within a reasonable time after discovery of the false claim." (Cal. Government Code 12651(a)(8)) (Note: This places a burden on general Contractors to exercise due diligence in reviewing subcontractor claims before passing them through to the district. If a general Contractor passes through a claim and then later discovers that it is false, the general Contractor must notify the district and either withdraw the claim or be subject to false claims liability.)

For illustrative purposes only, the following may constitute a violation of the False Claims Act:

- Falsification of hours set forth in timecards;
- Overstating wage rates;
- Submitting billings for costs or services not actually incurred on the project;
- Altering invoices submitted by subcontractors or suppliers;
- Double billing for the same work;
- Colluding with third parties to submit overstated charges;
- Substitution of cheaper or substandard materials;
- Invoicing for unallowable costs;

- Submitting false subcontractor pass through claims;
- False certifications in any area required by contract, state or federal law;
- Deductive change orders (reverse false claim);
- False certifications for equitable reimbursement of change orders;
- Misrepresenting that work meets contract requirements;
- Misrepresenting that Contractor is paying applicable prevailing wages;
- Misrepresenting that Contractor is paying all of its subcontractors appropriately;
- Misrepresenting that work is subject to reimbursement, etc.

INDEMNITY: The successful proposing party must hold harmless and fully indemnify the District, its Board of Directors, officers, employees, and agents from all damages or claims for damages, costs, or expenses that may at any time arise out of the party's performance of, or failure to perform, acts required by the contract documents.

INSPECTION OF SITE WORK: Contractors are required to inspect the site of the work in order to satisfy themselves, by personal examination or by such other means as they may prefer, of the location of the proposed work and the actual conditions of and at the site. Contractors may apply to CAMERON PARK CSD for additional information and explanation before submitting bids. However, no supplemental information requested or furnished shall vary the terms of the Contract Documents or affect the Contractor's sole responsibility to satisfy him or herself as to the conditions of the work to be performed. No claim for additional compensation will be allowed which is based upon a lack of knowledge of the actual conditions or location of the work.

- A. Submission of a bid by a Contractor shall constitute acknowledgment that the Contractor has relied, and is relying, on its own examination of (a) the site of the work; (b) access to the site; (c) all other data, matters, and things requisite to the fulfillment of the work and, on their own knowledge of existing facilities on and in the vicinity of the site of the work and not on any representation or warranty of the lack of knowledge of the above items.

SUBCONTRACTOR LIST FORM

Each bidder shall list below the name and location of place of business for each Subcontractor who will perform a portion of the Contract work in an amount in excess of 1/2 of 1 percent of the total contract price. The nature of the work to be subcontracted shall also be described.

Name and Address	Portion of Work or Items to be Performed	License #	DIR #

NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date], at _____ [city], _____ [state].

(Date)

(Signature)

NOTE: THIS FORM MUST BE NOTARIZED.

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the Cameron Park CSD ("District") has issued an invitation for bids for the work described as follows:

CAMERON PARK LAKE SPLASH PAD PROJECT

WHEREAS _____
(Name and address of Bidder)

("Contractor") desires to submit a bid to District for the work. WHEREAS, bidders are required under the provisions of the California Public Contract Code to furnish a form of bidder's security with their bid.

NOW, THEREFORE, we, the undersigned Contractor, as Principal, and

(Name and address of Surety)

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto District in the penal sum of _____ Dollars (\$ _____), being not less than ten percent (10%) of the total bid price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Contractor is awarded a contract for the work by District and, within the time and in the manner required by the bidding specifications, enters into the written form of contract included with bidding specifications, furnishes the required bonds, one to guarantee faithful performance and the other to guarantee payment for labor and materials, and furnishes the required insurance coverages, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect. In case suit is brought upon this bond, Surety further agrees to pay all court costs incurred by District in the suit and reasonable attorneys' fees in an amount fixed by the court. Surety hereby waives the provisions of California Civil Code § 2845.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hand and seals on this day:

Dated: _____

"Contractor"

"Surety"

(Seal)

(Seal)

Note: This bond must be dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.

Section 2: General Requirements

GENERAL CONDITIONS

ACCEPTANCE OF NON-CONFORMING WORK: District reserves the right to accept non-conforming work, and in such case, acceptance of non-conforming work shall result in an equitable adjustment in the total contract price reflecting the reduced value of the non-conforming work as determined by agreement between District and Contractor.

REJECTION OF NON-CONFORMING WORK: The Contractor shall promptly correct all work rejected by the District as defective or failing to conform to the Contract Documents. The Contractor shall bear all costs of correcting such rejected work.

ADDITIONAL WORK: CAMERON PARK CSD has the authority to direct additional work including work for vandalism, CAMERON PARK CSD initiated improvements, and the addition of new sites. Additional work outside the Scope of Services will require written approval from CAMERON PARK CSD prior to the commencement of work. Costs for additional work completed by the Contractor prior to receiving written approval from CAMERON PARK CSD shall be the responsibility of the Contractor.

ACCIDENT PREVENTION: Caution shall always be exercised for the protection of persons (including employees) and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery and equipment shall be guarded, and other hazards shall be eliminated in accordance with the safety provisions of the Construction Safety Orders issued by the Industrial Accident Commission of the State of California.

ARBITRATION: This contract is subject to Public Contracts Code §20104. Specifically, claims for three hundred and seventy-five thousand (\$375,000.00) dollars or less which arise between the Contractor and the District shall be resolved as follows:

A. Definition: "Claim" means a separate demand by the Contractor for:

1. a time extension;
2. payment of money or damages arising from work done by or on behalf of the Contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to; or
3. an amount the payment of which is disputed by the District.

B. For any claim subject to this article, the following requirements apply:

1. The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. This provision shall not extend the time limit or otherwise supersede notice requirements set forth in other provisions of the contract documents.
2. For claims of less than fifty thousand (\$50,000.00) dollars, the District shall respond in writing to any written claim within forty-five (45) days receipt of the claim or may request, in writing, within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the District may have against the claimant. If additional information

is thereafter required, it shall be requested and provided upon mutual agreement by the District and the claimant. The District's written response to the claim, as further documented, shall be submitted to the claimant within fifteen (15) days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

3. For claims over fifty thousand (\$50,000.00) dollars and less than or equal to three hundred and seventy-five thousand (\$375,000.00) dollars, the District shall respond in writing to all written claims within sixty (60) days of receipt of the claim, or may request, in writing, within thirty (30) days receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the District may have against the claimant. If additional information is thereafter required, it shall be requested and provided upon mutual agreement of the District and the claimant. The District's written response to the claim as further documented shall be submitted to the claimant within thirty (30) days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.
4. If the claimant disputes the District's written response, or if the District fails to respond within the time prescribed, the claimant may so notify the District in writing either within fifteen (15) days of receipt of the District's response or within fifteen (15) days of the District's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the District shall schedule a meet and confer conference within thirty (30) days.
5. If, following the meet and confer conference, the claim or any portion remains in dispute, the claimant may file a claim pursuant to Government Code §900 et seq.
6. If claimant's claim is not resolved pursuant to his/her filing of the claim pursuant to Government Code §900 et seq., claimant may proceed with a civil action which shall be governed by the provisions of Public Contracts Code §20104.4. Specifically, the court will submit the matter to non-binding mediation unless the District and claimant waive non-binding mediation and thereafter, if the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure.

ASSIGNMENT: Neither party to the Contract shall assign the Contract without the written consent of the other, nor shall the Contractor assign any monies due or to become due to him/her hereunder, without the previous written consent of the District. Assignment of this contract or any part thereof without the prior written consent of the District shall constitute a material breach of this Agreement and entitle District to exercise any and all rights provided for by this Agreement or by law for such material breach.

ATTORNEYS' FEES: In the event of any action or proceeding, brought by any party against any other party pursuant to this Agreement, the prevailing party shall be entitled to recover all costs and expenses, including the actual fees of its attorneys, incurred for prosecution, defense, consultation or advice in such action or proceeding, not limited to but including cost of expert witnesses, attorney preparation, and cost of discovery and investigation. In awarding attorney fees, the court will not be bound by any court fee schedule but shall, if it is in the interest of justice to do so, award the full amount of cost, expenses, attorney fees paid or incurred in good faith. This provision shall not be applicable to the alternative dispute resolution set forth in Public Contracts Code §20104 et seq., until the case is assigned to judicial arbitration, by a court of competent jurisdiction or, if not assigned for judicial arbitration, when the case is heard before a court of competent jurisdiction.

AUDIT: District may always review, and audit Contractor's cost accounting records and other job records and Contractor will afford District reasonable facilities for such audits. Contractor shall preserve all job records for at least five (5) years after the completion of the project.

BINDING AGREEMENT: This Agreement, including all documents comprising the complete construction contract, shall be binding upon the District and Contractor and upon their successors and assigns and shall inure to the benefit of the District and Contractor and their successors and assigns.

COMPLIANCE WITH APPLICABLE LAWS: Prior to award of a contract resulting from this solicitation, the Contractor shall furnish, upon CAMERON PARK CSD's request, verification of payment to its employees California's prevailing wages as required by law. In addition, upon CAMERON PARK CSD's request, Contractor shall promptly furnish verification that its employees have legal rights to work in the United States of America and in the State of California.

BONDS: The Contractor shall furnish the District, within three (3) days after award of the Contract by the Governing Board and prior to execution of the Contract and the beginning of work, with the following separate surety bonds (in form set forth in these documents):

- A. Faithful Performance Bond: Said bond shall be in an amount equal to one hundred percent (100%) of the Contract price, shall be for the faithful performance of the Contract, shall be approved by the District, and shall be secured from an admitted surety or sureties satisfactory to District. An admitted surety is an insurance organization authorized by the Insurance Commissioner to transact surety business in the State of California during this calendar year.
- B. Payment Bond: Said bond shall be in an amount equal to one hundred percent (100%) of the Contract price, shall be approved by the District, and shall be secured from an admitted surety or sureties satisfactory to District. An admitted surety is an insurance organization authorized by the Insurance Commissioner to transact surety business in the State of California during this calendar year.

CHANGE ORDERS:

- A. District, without invalidating contract, and as provided by law, may order extra work or make changes by altering, adding to, or deducting from work, contract sum being adjusted accordingly. All such work shall be executed under conditions of original contract. Contractor shall increase the amounts of his payment and performance bonds in proportion to any increase in price. In giving instructions, the District, shall have authority to make minor changes in work not involving change in cost and not inconsistent with purposes of building. Otherwise, except in an emergency endangering life or property, no extra work or change shall be made except in pursuance of a written change order from the District, and no claim for addition to contract sum shall be valid unless so ordered.
- B. All change orders shall be signed by District and the Contractor.
- C. Value of any such extra work, change, or deduction shall be determined at the sole discretion of the District in either of the two following ways set forth in subsection 10.6.a. or 10.6.b. Contractor understands and agrees that regardless of which process District elects to utilize that when submitting any change order proposal that such change order shall be broken down separately to itemize labor, by trade and hourly rate, for any trade performing work on the project and materials for any one activity.

Contractor also understands and agrees that when submitting an itemized change order proposal, the Contractor shall only be allowed to submit a cost proposal for labor that reflects the wage rates for the trade that is currently on file with the District at the time the change order proposal is submitted.

1. Acceptable lump sum proposal from Contractor properly itemized and supported by sufficient substantiating data to permit evaluation with a combined mark-up for all overhead and profit based on the formula set forth in section B. (5) of this Article. Contractor's written proposal must be broken down and submitted, in writing, in the format set forth in these documents.
2. Time and Material: "Force Account" for direct costs for labor, material, and equipment rental plus markups for overhead and profit for Prime Contract, Subcontractor, and Sub-subcontractors as applicable. (Supervision is to be included in markup unless specifically agreed to in advance that special supervision is required.)

Labor: Attach itemized direct hourly rates in accordance with certified payroll records times total hours expended. Separately show dollar amount for employer-paid payroll taxes/insurance benefits.

Enter Total as Direct Labor Item: _____

Material: Attach receipts, invoices or itemized quantity units costs plus tax and delivery.

Enter Total as Material Item: _____

Equipment: Attach receipts, invoices, or tear tickets indicating unit costs and total hours or loads charged. (Small tools with a value of less than \$500.00 are to be included in markup.)

Enter Total as Rental Item: _____

SUBTOTAL (Lines 1+2+3) _____

Combined Markup: FOR ALL OVERHEAD AND PROFIT SHALL BE BASED ON THE FOLLOWING:

- For the Prime Contractor, for work performed by his forces, fifteen (15%) percent of his direct subtotal cost. This fifteen (15%) markup represents payment for profit, overhead, insurance, taxes, indirect supervision, bonds, warranty and any other costs incurred by Contractor in connection therewith.
- For the Prime Contractor, for work performed by a Subcontractor's forces, five (5%) percent of the direct subtotal cost due the Subcontractor, with no mark-up on mark-up. This five (5%) markup represents payment for profit, overhead, insurance, taxes, indirect supervision, bonds, warranty and any other costs incurred by Contractor in connection therewith.
- For a Subcontractor or Sub-subcontractor, for work performed by their own forces, fifteen (15%) percent of their own direct subtotal costs. This fifteen (15%) markup represents payment for profit, overhead, insurance, taxes, indirect supervision, bonds, warranty and any other costs incurred by sub-Contractor in connection therewith.
- For a Subcontractor, for work performed by a Sub-subcontractor, five (5%) percent of the direct subtotal cost due the Sub-subcontractor. This five (5%) markup represents payment for profit, overhead, insurance, taxes, indirect supervision, bonds, warranty and any other costs incurred by Contractor in connection therewith.

SUBTOTAL (Lines 4+5) _____

TOTAL CHANGE ORDER REQUEST: _____

3. If the Contractor should claim that any instruction, request, drawing, specification, action, condition, omission, default or other situation obligates the District to pay additional compensation to the Contractor or to grant an extension of time for the completion of the contract, or constitutes a waiver of any provision in the contract, he shall notify the District, in writing, of such claim within ten (10) days from the date he has actual or constructive notice of the factual basis supporting the claim. The Contractor's failure to notify the District within such period shall be deemed a waiver and relinquishment of the claim against the District. If such notice be given within the specified time, the procedure shall be as stated above in this Article.
4. Contractor Initiated Change Orders: Contractor understands that with respect to Contractor initiated change orders, that Contractor shall be solely responsible for all costs associated with the review process.
5. Back Charge for Failure to Timely Submit Information for Proposed Change Orders: Contractor understands that it shall, within ten (10) calendar days of receipt of a demand by District, provide to District, in writing, an itemized list of all costs and/or credits (as applicable) for any Contractor initiated change orders. Contractor further understands that a failure to comply with this provision will result in the District obtaining the necessary information and back charging the Contractor for all costs incurred in having to take this action.
6. All costs for supervision shall be part of the Contractor's or subcontractor's overhead including, but not limited to, cost of bond, office/clerical support, home office overhead, administrative expenses, profit, overhead, insurance, taxes, indirect supervision, bonds, warranty and any other costs incurred by Contractor in connection therewith.

CLEANUP:

- A. The Contractor shall protect and preserve any adjoining property of the District or others affected by the work of the Contractor.
- B. In the event work performed by the Contractor or any subcontractor creates dust or other airborne debris, Contractor shall provide daily "dust control" sufficient to prevent dust accumulation on grounds or buildings occupied or used by the public or district staff.

COMMENCEMENT OF WORK AND TIMELY COMPLETION: Contractor understands and acknowledges that **time is of the essence** for completion of this project. The Contractor shall attend a "Pre-Construction Meeting" with the District Representative and designated staff. Immediately after the "Pre-Construction Meeting" the Contractor shall begin work and shall prosecute the work diligently to completion. No work shall be commenced before the contract is signed.

COMPLETE AGREEMENT: This contract supersedes all agreements either oral or in writing, between the District and Contractor with respect to the subject matter herein. The District and Contractor acknowledge that no representation by any party which is not embodied herein or any other agreement, statement or promise not contained in the contract documents shall be valid and binding.

COMPLIANCE WITH LAWS AND REGULATIONS: Contractor shall be familiar with, and comply with, the various federal, state and local laws affecting public works, including but not limited to the following:

A. Prevailing Wage Law: Pursuant to SB 854 Public Works requirements for Contractors and public agencies a) no Contractor or subcontractor may be listed on a bid proposal for a public works project unless they are registered with the Department of Industrial Relations; b) no Contractor or subcontractor may be awarded a public works contract unless registered with the Department of Industrial Relations; and c) work performed on the project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

B. Permits and Licenses:

1. The Contractor shall obtain and keep current (including his/her Contractor's license) all permits and licenses that are required for the performance of his/hers work by all laws, ordinances, rules and regulations, or orders of any office and/or body lawfully empowered to make or issue the same.
2. In addition, Contractor shall obtain and keep current all permits, and licenses required for the work of improvement and pay all fees relating thereto, including, but not limited to, utility fees and shall provide the District with documentation of the actual costs expended by Contractor with regard to these items.
3. Sales and Payroll Taxes: Each Contractor, subcontractor and material supplier shall include all sales tax and payroll taxes required by law.
4. Responsibility for Compliance with CAL/OSHA:
 - a. All work, materials, work safety procedures and equipment shall be in full accordance with the latest Cal/OSHA rules and regulations.
 - b. Contractor warrants that he/she and each of his/her subcontractors shall, in performance of this Contract, comply with each and every compliance order issued pursuant to Cal/OSHA. The Contractor assumes full and total responsibility for compliance with Cal/OSHA standards by his/her subcontractors as well as himself/herself. The cost of complying with any compliance order and/or payment of any penalty assessed pursuant to Cal/OSHA shall be borne by the Contractor. Contractor shall defend, save, keep and hold harmless the District, and all officers, employees, and agents thereof, from all liabilities, costs, or expenses, in law or in equity, that may at any time arise or be set up because of Contractor's or a subcontractor's non-compliance or alleged non-compliance with Cal/OSHA requirements. Nothing contained herein shall be deemed to prevent the Contractor and his/her subcontractors from otherwise allocating between themselves responsibility for compliance with Cal/OSHA requirements; provided, however, that the Contractor shall not thereby be, in any manner whatsoever, relieved of his/her responsibility to the District as hereinabove set forth.
5. Apprentices: Contractor agrees to be bound by and comply with the provisions of Sections 1777.5 et seq. of the Labor code in respect to apprentices.
6. Hours of Work: The Contractor shall be allowed to work on the site from 7 AM until 6 PM Monday through Friday. Any request for changes to work hours shall be addressed in writing to the Project Manager. Contractor understands that the Project may dictate a non-standard work week, and if required the Project schedule and the scheduling of employees or subcontractors should be adjusted to provide for scheduled work during the non-standard work week schedule, without the incurrance of any additional charges, such as over-time, et cetera.
7. Codes and Regulations: All work and materials shall be in full accord with the latest codes, rules and regulations, including but not limited to the following:

Calif. Electrical Code
 National Board of Fire Underwriters &/or State or local Fire Marshall Requirements
 State Codes and Ordinances
 State Industrial Accident Commission's Safety Orders
 Calif. Plumbing Code
 Calif. Building Code

Contractor shall hold the District harmless for Contractor's failure to comply with any law or regulation affecting Contractor's performance on this project. Certain provisions are set forth herein however, the existence of these provisions does not excuse the Contractor from complying with other statutory requirements or provisions which are not set forth in these contract documents and it is Contractor's responsibility to be, or become familiar with the various federal, state and local laws which govern Contractor's performance.

CONCEALED CONDITIONS: Contractor has examined the job site, the contract documents, and the applicable building codes, laws, and regulations that govern the conduct of the work and has made such investigation as he/she deems appropriate and therefore assumes all risk and expense in dealing with subsequently discovered concealed conditions that could have been discovered through reasonable and diligent inspection and investigation. In the event Contractor encounters rock, ground water, underground structures, or utilities or other underground or concealed conditions or any hazardous material or condition in the site or existing structures if any, unknown to Contractor, Contractor shall immediately notify District of such condition in writing. Contractor shall discontinue any work affected by the concealed conditions, shall immediately cover, barricade and protect the subject area and shall obtain further direction from District prior to continuing any work affected by the discovered condition. Should Contractor, his/her subcontractors, or officers, agents or employees proceed without further direction from the District, Contractor does so at his/her own risk and expense.

CONDUCT OF WORK: The Contractor shall permit the District to do other work in connection with the project by contract or otherwise, and Contractor shall always conduct his/her work so as not to impose hardship on the District or others engaged in the work. Contractor shall adjust, correct and coordinate his/her work with the work of others so that no discrepancies shall result in the whole work.

CONVICT MADE MATERIALS: No materials manufactured or produced in a penal or correctional institution shall be incorporated in the project under this Contract, except as permitted by California law.

DEFINITIONS:

- A. Action of the Board of Directors is a vote of a majority of the District's governing board.
- B. Addenda are the changes in specifications, drawings, contract documents, and plans which have been authorized in writing by the Construction Manager, District or Architect, and which alter, explain, or clarify the contract documents. Addenda shall govern over all other Contract Documents. Subsequent addenda issued shall govern over prior addenda unless otherwise specified in the addenda.
- C. Approval means written authorization through action of the governing board. The board has delegated to the District Administrator the authority to approve certain modifications and Construction Change Directives.
- D. The Contract Documents The Contract Documents consist of the Agreement between District and Contractor (hereinafter the Agreement or Contract), Conditions of the contract (General, Supplementary and other Conditions), Maps, Specifications, Addenda issued prior to bid, instructions

to bidders, invitation to bidders, and the requirements contained in the Bid Documents, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is a written amendment to the Contract signed by both parties, a Change Order, or a written order for a minor change in the Work issued by the District. The Contract Documents collectively form the Contract. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a written Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind between the District and any Subcontractor or Sub-Subcontractor, or between any persons or entities other than the District and the Contractor.

- E. Inspector is the individual retained by the District to inspect the work for compliance with plans and specifications and laws and regulations.
- F. The Drawings are graphic and pictorial portions of the Contract Documents prepared for the Project and approved changes thereto, where located and whenever issued, showing location, and scope of work.
- G. Emergency shall be defined as a sudden, unexpected occurrence, involving a clear and imminent danger, demanding immediate action to prevent or mitigate loss of, or damage to, life, health, property, or essential public services. Emergency includes such occurrences as fire, flood, earthquake, or other soil or geologic movements, as well as such occurrences as riot, accident, or sabotage.
- H. The Project is the complete Work performed in accordance with these Contract Documents.
- I. Project Manual is the volume assembled for the Work which may include, without limitation, the bidding requirements, sample forms, Conditions of the Contract, and Specifications.
- J. Safety Orders are those issued by any cognizant city, county, state or federal agency.

DEFERRED APPROVALS: Contract Documents which require deferred approval items are meant to be for illustration purposes only. Contractor is responsible for all deferred approval requirements set forth in the Contract Documents. Contractor is responsible to comply with all laws, building codes, and regulations necessary to obtain all necessary approvals. Contractor shall not be granted an extension of time for failure to obtain necessary approvals due to failure to comply with laws, building codes, and other regulations.

Contractor shall schedule all deferred approval items in its progress schedule pursuant to Article 37. If Contractor fails to include deferred-approval items in its schedule which results in a critical path delay, then Contractor shall be subject to the assessment of liquidated damages.

DISTRICT'S REMEDIES FOR DEFECTIVE CONSTRUCTION AND/OR DEFICIENT PERFORMANCE: In addition to any other remedy afforded to District by law, the District, may exercise, at its option, any remedy, or combination thereof, set forth herein as follows:

A. Faulty Labor and Materials:

1. No provision in the Contract documents shall relieve the Contractor of responsibility for faulty materials or workmanship, and unless otherwise specified, he/she shall remedy any defects due

thereto and pay for any damages to other work, resulting therefrom which shall appear within the warranty period.

2. If it is necessary in order to protect persons or property or, in the alternative, if the District deems it expedient to correct work damaged or not done in accordance with the contract, District may correct said work and deduct from monies otherwise due Contractor, a sum sufficient to compensate District for correction of the damage or improperly installed work.

B. Condemned Materials:

1. The Contractor shall promptly remove from the premises all work condemned by the Inspector as failing to conform to the Contract, whether incorporated or not, and the Contractor shall promptly replace and re-execute the work in accordance with the Contract and without expense to the District and shall bear the expense of making good all work of other Contractors destroyed or damaged by such removal or replacement.
2. If the Contractor does not remove such condemned work within a reasonable time, fixed by written notice, the District may remove it and may store the material at the expense of the Contractor. If the Contractor does not pay the expense of such removal within ten (10) days thereafter, the District may, upon ten (10) days written notice, sell such materials at auction or at private sale and shall account for the net proceeds thereof, after deducting all the costs and expenses that should have been borne by the Contractor. In the event the net proceeds are not sufficient to compensate for the costs and expenses that should have been borne by Contractor, District may deduct from monies otherwise due Contractor a sum sufficient to compensate for the costs and expenses that should have been borne by the Contractor.

- C. The District's Right to Perform Work: If the Contractor neglects to execute the work properly or fails to perform any provision of, or fails to correct work in accordance with the contract documents, the District, by written order, may order the Contractor to stop the work or any portion thereof, until the cause for such order has been eliminated; however, if Contractor fails to correct the cause, or fails to make satisfactory arrangements with the District to correct the cause for the order within seven (7) calendar days of the written order, the District may, without prejudice to any other remedy District may have, correct such deficiencies or causes for said order and may deduct the cost thereof from the payment then or thereafter due the Contract. The right of the District to stop work shall not give rise to a duty on the part of the District to exercise its right for the benefit of the Contractor or for any other person or entity and in times of such work stoppage, Contractor shall be responsible for continuing job safety and job security.

D. Termination of Contract:

1. If the Contractor refuses or fails to execute the work or any separable part thereof with such diligence that will ensure its completion within the time specified, or any extension thereof, or fails to complete said work within such time, or withholds, or threatens to withhold continued work regardless of the reason for same, or if the Contractor should be adjudged bankrupt or if he/she makes a general assignment for the benefit for his/her creditors, or if he/she shall make an assignment for any other reason without the express written consent of the District, or if a receiver should be appointed on account of Contractor's insolvency or if Contractor refuses or fails, except in cases for which an extension of time is provided, to supply enough properly skilled workers or proper material to complete the work at the time specified, or if Contractor fails to make prompt

payment to subcontractors or for material or labor, or disregards laws, ordinances, or instructions of District, District's inspector, or if Contractor or any of his/her subcontractors should otherwise violate a provision of the contract, or if Contractor or any of his/hers subcontractors should perform work in a negligent or dangerous manner, or install or construct any portion thereof so that the work does not comply with the drawings and specifications, including any amendments thereto, or does not meet generally recognized industry standards for workmanlike quality, District may, without prejudice to any other rights or remedy, serve written notice upon Contractor of District's intention to terminate Contractor's control over the project, terminate Contractor's right to complete the contract or terminate this contract. Such notice shall contain the reasons for such intention to terminate, and Contractor shall immediately cease all violations of the terms of this contract, ordinances, or laws and shall correct to the District's satisfaction, or make satisfactory arrangements to correct to District's satisfaction, within seven (7) days, from the date of said notice, all deficient conditions. If Contractor, after proper notice, fails to cease and desist or fails to cure deficiencies within the said seven (7) day period, District may terminate Contractor's control over the project, terminate Contractor's right to complete the contract or terminate this agreement by written notice to Contractor, said termination shall be effective upon delivery of written notice to Contractor, his/her officers, agents or employees, or notice by certified mail to Contractor's business address. Thereafter, District may exercise all remedies as provided for in this agreement or by law.

2. In the case of termination, Contractor shall not be entitled to receive any further payment until the project is completed. In the event of termination, District shall immediately serve written notice thereof upon the Surety consistent with the terms and conditions set forth in the performance bond incorporated within these contract documents. Surety shall not be entitled to reappoint or contract with Contractor to complete this project without the express written consent of the District. Upon termination, Contractor shall be ejected from the project and District may without liability for so doing, take possession of and utilize in completing the work, such materials, appliances, plant, and other property belonging to Contractor as may be on the site of the work and necessary, therefore.
3. If the unpaid balance of the contract price exceeds the expense of finishing the work, including compensation to District for additional managerial, legal, and administrative services, such excess shall be paid to Contractor. If such expense shall exceed such unpaid balance, Contractor shall pay the difference to the District. Notwithstanding the foregoing provision, this contract may not be terminated or modified where a trustee in bankruptcy has assumed the contract pursuant to 11 U.S.C., Section 365 of the Federal Bankruptcy Act.

E. Additional Remedies: The foregoing provisions are in addition to and not in limitation of any other rights and remedies available to the District. The District may, at any time Contractor's performance or any subcontractor's performance is such to call into question Contractor's or the subcontractor's ability or capacity to properly, and in good workmanlike manner, perform his/her obligations in accordance with the plans and specifications and within the stated time for completion, demand assurances from the Contractor in any form acceptable to District (i.e., additional bond, written addendum, modification of the contract, additional staffing, etc.) and Contractor's failure to provide adequate assurance shall constitute a material breach of the contract and the District may suspend its performance and exercise any other right or remedy provided within the contract documents or by law.

F. Termination by the District for Convenience:

1. The District may terminate the performance of Work under this Contract in accordance with this clause in whole, or from time to time in part, whenever the District shall determine that such termination is in the best interest of the District. Any such termination shall be affected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of the Work under the contract is terminated, and the date upon which such termination becomes effective. After receipt of a Notice of Termination, and except as otherwise directed by the District, the Contractor shall:
 - a. Stop Work under the contract on the date and to the extent specified in the Notice of Termination;
 - b. Place no further orders or subcontracts for materials, services or facilities except as necessary to complete the portion of the Work under the contract which is not terminated;
 - c. Terminate all orders and subcontracts to the extent that they relate to the performance of the Work terminated by the Notice of Termination;
 - d. Assign to the District, in the manner and at the times, and to the extent directed by the District, all the right, title and interest of the Contractor under the orders and subcontracts so terminated. The District shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
 - e. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts with the approval or ratification of the District, in writing, and to the extent it may require. Its approval or ratification shall be final for all the purposes of this clause;
 - f. Transfer title to the District, and deliver in the manner, at the times, and the extent, if any, directed by the District, (a) the fabricated and unfabricated parts, Work in process, completed Work, supplies and other material produced as a part of, or acquired in connection with the performance of, the Work terminated by the Notice of Termination; and (b) the completed or partially completed drawings, information and other property which, if the contract had been completed, would have been required to be furnished to the District;
 - g. Use its best efforts to sell, in the manner, at the times, to the extent, and at the prices or prices that the District directs or authorizes, any property of the types previously referred to herein, but the Contractor (a) shall not be required to extend credit to any purchaser; and (b) may acquire such property under the conditions and at a price or prices approved by the District. The proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the District to the Contractor under this contract or shall otherwise be credited to the price or cost of the Work covered by this contract or paid in such other manner as the District may direct;
 - h. Complete performance of such part of the Work as shall not have been terminated by the Notice of Termination; and
 - i. Take such action as may be necessary, or as the District may direct, for the protection and preservation of the property related to this contract which is in the possession of the Contractor and in which the District has or may acquire an interest.
2. After receipt of a Notice of Termination, the Contractor shall submit to the District its termination claim, in the form and with the certification the District prescribes. Such claim shall be submitted promptly but in no event later than one (1) year from the effective date of termination, unless one or more extensions in writing are granted by the District upon request of the Contractor made in writing within such 1-year period or authorized extensions. However, if the District determines that the facts justify such action, it may receive and act upon any such termination claim at any time after such 1-year period or extension. If the Contractor fails to submit his/her/its termination

claim within the time allowed, the District may determine, based on information available to the District, the amount, if any, due to the Contractor because of the termination. The District shall then pay to the Contractor the amount so determined.

3. Subject to the previous provisions, the Contractor and the District may agree upon the whole or any part of the amount or amounts to be paid to the Contractor because of the total or partial termination of the Work under this Paragraph. The amount or amounts may not include profit on Work not performed to date, but may include profit on Work completed up to the time of Notice of Termination. However, such agreed amount or amounts, exclusive of settlement costs, shall not exceed the total contract price as reduced by the amount of payments otherwise made and as further reduced by the contract price of Work not terminated. The contract shall be amended accordingly, and the Contractor shall be paid the agreed upon amount.
4. If the Contractor and District fail to agree, as the previous subparagraph provides, on the whole amount to be paid to the Contractor because of the termination of Work hereunder, the District shall determine, based on information available to the District, the amount, if any, due to the Contractor by the reason of the termination and shall pay to the Contractor the amounts determined as follows:
 - a. For all Contract Work performed before effective date of Notice of Termination, the total (without duplication of any items) of:
 - The cost of such Work;
 - The cost of settling and paying claims arising out of the termination of Work under subcontractors or orders as previously provided. This cost is exclusive of the amounts paid or payable because supplies or materials delivered, or services furnished by the Contractor before the effective date of the Notice of Termination. These amounts shall be included in the cost because which payment is made for the cost of Work previously provided; and
 - A sum, as profit on the cost of the Work completed to the time of receipt of the Notice of Termination, that the District determines to be fair and reasonable. But, if it appears that the Contractor would have sustained a loss on the entire Contract had it been completed, no profit shall be included or allowed, and an appropriate adjustment shall be made reducing the amount of the settlement to reflect the indicated rate of loss; and
 - b. The reasonable cost of the preservation and protection of property incurred as previously provided. The total sum to be paid to the Contractor shall not exceed the total Contract price as reduced by the amount of payments otherwise made and as further reduced by the Contract Price of Work not terminated. Except for normal spoilage, and except to the extent that the District shall have otherwise expressly assumed the risk of loss, there shall be excluded from the amounts payable to the Contractor the fair value, as determined by the District, of property which is destroyed, lost or stolen or damaged to the extent that it is undeliverable to the District, or to a buyer as previously provided.
5. The Contractor shall have the right to dispute as provided hereinafter in the subparagraph entitled "remedies" from any determination the District makes under the previous subparagraphs. But, if the Contractor has failed to submit its claim within the time provided and has failed to request an extension of such time, it shall have no such right of appeal. In any case where the District has determined the amount owed, the District shall pay to the Contractor the following:
 - a. If there is no right of appeal hereunder or if timely appeal has been taken, the amount so determination by the District; or
 - b. If a "remedies" proceeding is initiated, the amount finally determined in such "remedies" proceeding.

6. In arriving at the amount due the Contractor under this clause there shall be deducted:
 - a. All unliquidated advance or other payments on account theretofore made to the Contractor, applicable to the terminated portion of the contract.
 - b. Any claim which the District may have against the Contractor about the Work; and
 - c. The agreed price for, or the proceeds of sale of, any materials, supplies or other things kept by the Contractor or sold under the provisions of this clause and not otherwise recovered by or credited to the District.
7. If the termination hereunder be partial, before the settlement of the terminated portion of this contract, the Contractor may file with the District a request in writing for an equitable adjustment of the price or prices specified in the contract relating to the continued portion of the contract. Such equitable adjustment as may be agreed upon shall be made in the price or prices. Nothing contained herein shall limit the right of the District and the Contractor to agree upon the amount or amounts to be paid to the continued portion of the contract when the contract does not contain an establishes contract price for the continued portion.
8. Remedies: All claims, counter-claims, disputes and other matters in question between the District and Contract arising out of or relating to this Contract or its breach will be decided by way of arbitration as set forth herein or in a court of competent jurisdiction within the State of California.
9. The Contractor understands and agrees that the forgoing termination of Contract for convenience provisions shall be interpreted and enforced pursuant to cases interpreting and enforcing similar provisions in federal procurement contracts.

INDEPENDENT CONTRACTOR: Contractor and District agree that there is no agency or employment relationship between District and Contractor, or any of Contractor's officers, agents or employees or subcontractors and that Contractor in performing its contractual obligations acts entirely as an independent Contractor.

INSPECTION BY DISTRICT: The Contractor shall always maintain proper facilities and provide safe access for inspection by the District to all parts of the work. Where the Specifications require work to be specially tested or approved, it shall not be tested or covered up without timely notice to the District of its readiness for inspection and without the approval thereof or consent thereto by the latter. Should any such work be covered up without such notice, approval, or consent, it must, if required by District, be uncovered at Contractor's expense for examination. Contractor shall pay for any necessary retesting and/or re-inspection required because of work that fails to comply with the requirements of the contract documents.

INSURANCE: The Contractor shall not commence work under this Contract until he/she has obtained all insurance required by these General Conditions and which insurance has been approved by the District and copies of certificates of such insurance are filed with the District. The Contractor shall not allow any subcontractor to commence work on a subcontract until such insurance has been obtained. Three (3) copies of insurance certificates evidencing the required coverage shall be furnished to the District. Certificates of insurance must indicate that the coverage cannot be reduced or canceled until THIRTY (30) days written notice has been furnished District. Such insurance shall name District, its officers, agents, and employees as additional insured. Contractor's liability insurance policy shall be endorsed as primary insurance.

- A. Liability Insurance: The Contractor shall carry Bodily Injury Liability Insurance in an amount not less than \$2,000,000 combined single limit, per occurrence, \$3,000,000 aggregate. Contractor shall carry Automobile Liability Insurance in an amount not less than \$1,000,000. Contractor's insurance SHALL

BE ENDORSED AS PRIMARY. **District, its officers, agents, and employees shall be named as ADDITIONAL INSUREDS.**

- B. Workers' Compensation Insurance: The Contractor shall comply with the Workers' Compensation Insurance requirements of the State of California. The Contractor shall take out and maintain during the life of this Contract, Workers' Compensation Insurance and Employer's Liability Insurance for all his/her employees employed at the site of the project and, in case any work is sublet, the Contractor shall require all subcontractors to provide Workers' Compensation Insurance and Employer's Liability Insurance for all the latter's employees unless such employees are covered by protection afforded by the Contractor. In signing this Contract, the Contractor makes the following certification:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

1. All policies and certificates of insurance of the Contractor shall contain the following clauses:
 - a. Insurers have no right of recovery or subrogation against the District (including its agents and agencies as aforesaid), it being the intention of the parties that the insurance policies so affected shall protect both parties and be the primary coverage for all losses covered by the above-described insurance.
 - b. The clause "other insurance provisions" in a policy in which the District is named as an insured, shall not apply to the District.
 - c. The insurance companies issuing the policy or policies shall have no recourse against the District (including its agents and agencies as aforesaid) for payment of any premiums or for assessments under any form of policy.
 - d. All deductibles in the above described insurance policies shall be assumed by and be the account of, the Contractor.
- C. Indemnification:
1. Contractor will indemnify and hold harmless Cameron Park CSD, its Board of Directors, and its officers, agents, and employees from and against all claims, damages, losses, demands, liability, costs and expenses including attorney fees arising out of or resulting from the performance of this Contract or the prosecution of work under it, whether such claims, damages, losses, demands, liabilities, costs and expenses are caused by the Contractor, Contractor's agents, servants or employees or subcontractors employed on the project, the agents, servants or employees or any person or persons or products installed on the project by the Contractor or subcontractors.
 2. Contractor at his/her own expense and risk shall defend all actions, suites, or other legal proceedings that may be brought or instituted against Cameron Park CSD, the members of its governing body, its officers, agents, employees, or any such claims, damages, losses, demands, liabilities, costs or expenses.
 3. The indemnification obligations hereunder shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractors under workers' compensation acts, disability benefit acts or other employee benefits acts.

4. This indemnification provision shall be applicable to any infringement or alleged infringement of the patent rights of any person or persons, firm or corporation in consequence of the use thereof by the Contractor. Notwithstanding any of the above, the Contractor shall whenever it is necessary keep and maintain at his/her sole cost and expense during his/her operations under this Contract such warnings, signs, and barriers as may be required to protect the public. The provisions of the preceding sentence shall not impose any liability upon Cameron Park CSD or the members of the Cameron Park CSD governing body or the officers, agents and employees of either of them.
5. This indemnification provision shall also extend to claims, damages, losses, demands, liabilities, costs and expenses for injury, harm, or damages occurring after completion of the project as well as during the work's progress. In each instance in which the Contract is required to indemnify or hold the District harmless, that obligation includes the obligation to defend the District.

MANUFACTURER'S MAINTENANCE INSTRUCTIONS, MANUAL AND WARRANTIES:

Notwithstanding Contractor's warranties as identified in these contract documents, Contractor shall provide to District all relevant manuals, instructions and manufacturer warranties for all equipment. In addition, Contractor or his/her manufacturer, representative or other agent shall provide District designee(s) with initial, basic instruction in the operation of any installed equipment/system(s).

MATERIALS: Materials shall be new and of quality equal to that specified. When not particularly specified, materials shall be the best of their class or kind. The Contractor shall, if required, submit satisfactory evidence as to the kind and quality of material. Price, fitness and quality being equal, preference shall be given to products made in California. If a conflict(s) exists in the drawings or specifications regarding the type, kind or quality of materials to be used, the conflict shall be resolved in favor of using the superior type, kind or quality material unless use of the inferior type, kind or quality of material is authorized in writing by the District.

MODIFICATION: The contract, including all contract documents therein, may be modified by mutual consent and in writing only.

NOTICE AND SERVICE THEREOF: Any notice from one party to the other under the Contract shall be in writing and shall be dated and signed by the party giving such notice or by a duly authorized representative of such party. Any such notice shall not be effective for any purpose whatsoever unless served in the following manner, (a) if the notice is given to the District, by personal delivery thereof to the Facility Planner of said District, or by depositing the same in the United States mail, enclosed in a sealed envelope, addressed to the District, postage prepaid and registered; (b) If the notice is given to the Contractor, by personal delivery thereof to said Contractor or to his/her duly authorized representative at the site of the project, or by depositing the same in the United States mail, enclosed in a sealed envelope, addressed to Contractors business address, postage prepaid and registered; and (c) if the notice is given to the surety or any other person, by personal delivery to such surety or other person, or by depositing same in the United States mail, enclosed in a sealed envelope, postage prepaid and registered.

OVERLOADING: If the Contractor shall cause, permit, or allow any part of the landscape to be overloaded by storing, piling or setting thereon any material or equipment, or by performing thereon any of his/her work, he/she shall do so at his/her sole risk, and he/she shall be solely responsible for all loss, damage, and/or injury arising or resulting therefrom. All materials brought onto the site shall be stacked up in an orderly manner in a designated area not in conflict with the area where work is being performed.

PAYMENT/INVOICING: Contractor understands and agrees that all invoices must be submitted in the required format. A sample invoice is included in this project manual. Monthly invoices shall include: 1) certified payroll 3) weekly reports 4) approved change orders (if applicable).

- A. Inspector's Confirmation: All estimates of work performed during the preceding calendar month and all requests for payment thereof or for partial payment because equipment delivered but not installed, as herein provided for, shall be certified by the Inspector. If errors are found in a request for payment, the errors shall be corrected by the Contractor, and the request resubmitted to the Inspector for approval, bearing the date of same as corrected.
- B. Stop Notices: District shall withhold, from the next following payment to Contractor, 150% of any amount claimed in a stop notice timely filed with the District. Amounts withheld shall only be paid upon a valid release of stop notice or other resolution pursuant to governing law. Disputes regarding the validity of stop notices shall be resolved pursuant to governing law and shall not be subject to the dispute resolution provisions set forth in Public Contracts Code Section 20104 and these contract documents. Neither the final payment nor any part of the retained percentage shall become due until the Contractor delivers to the District a complete release of all stop notices arising out of this Contract, but the Contractor may, if any subcontractor refuses to furnish a release, furnish a bond satisfactory to the District, to indemnify District against any stop notice.

Contractor understands and acknowledges that public property may not be liened but that a subcontractor may file a stop notice with the District. Contractor shall inform all subcontractors regarding the invalidity of liens on public property and in the event a subcontractor erroneously records a lien against public property, Contractor shall remove or bear the expense incurred by District in removing the invalid lien, including all costs and reasonable attorney fees.

- C. Payments Withheld: The District may withhold or, because subsequently discovered evidence, nullify the whole or a part of any certificate of payment to such extent as may be necessary to protect the District from loss because:
1. Defective work not remedied;
 - a. Payment for defective work shall not be made unless and until Contractor provides written notice from its surety that surety waives the right to claim exoneration based on payment for defective work.
 2. Claims filed or reasonable evidence indicating probable filing of claims;
 3. Failure of the Contractor to make payments properly to subcontractors or for material or labor;
 4. Conditions indicating that the Contract cannot be completed for the balance then unpaid;
 5. Damage to another Contractor.
 6. Delays in progress toward completion of the work, with the stipulated amount of liquidated damages being withheld for each day of delay for which no extension is granted.

PRE-CONSTRUCTION MEETING: Prior to start of construction a meeting will be called for reviewing the scope of work with the Contractor's representative. At the meeting, detailed program, sequence of work, and methods of access shall be reviewed. Representatives of the District and Contractor shall be named, and District will establish requirements for request of payments, procedures for correspondence, etc.

PROTECTION OF WORK AND PROPERTY: The Contractor shall continuously maintain adequate protection of all his/her work from damage and shall protect the District's property from injury or loss arising about this Contract. Contractor shall make good any such damage, injury or loss, except such as may be directly due to errors in the Contract documents or caused by agents or employees of the District. Contractor shall adequately protect adjacent property as provided by law and the Contract documents.

QUALIFICATIONS FOR EMPLOYMENT:

- A. No person under the age of 16 years of age and no person currently serving sentence in a penal or correctional institution shall be employed to perform any work under this Contract, unless, under the discretion of District, the safety of facility users is protected by one or more of the following methods:
1. The installation of a physical barrier at the worksite to limit contact with community users of District facilities.
 2. Continual supervision and monitoring of all employees of the entity by an employee of the entity whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.
 3. Surveillance of employees of the entity by District personnel.
- B. No person whose age or physical condition is such to make his/her employment dangerous to his/her health or safety or to the health or safety of others shall be employed to perform work under this Contract; provided that this sentence shall not operate against any physically handicapped person otherwise employable where such persons may be safely assigned to work which they can ably perform.

SEPARATE CONTRACTS: The District reserves the right to let other contracts in connection with the work including, but not limited to, work covered by a proposed change order that is not acceptable to the District. The Contractor shall afford other Contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work and shall properly connect and coordinate his/her work with theirs.

SEVERABILITY: In the event any provision(s) of the contract documents is deemed to be invalid or unenforceable, that (those) provision(s) shall be severable from the remainder of the contract documents and shall not cause the invalidity or unenforceability of the remainder of the contract.

SUBCONTRACTORS:

- A. The Contractor agrees that he/she is as fully responsible to the District for the acts and omissions of his/her subcontractors and of persons either directly or indirectly employed by them, as he/she is for the acts and omissions of persons directly employed by him. Nothing contained in the Contract documents shall create any contractual (including third party beneficiary) relation between any subcontractor and District.

1. A subcontractor is a person or organization who has a direct contract with the Contractor to perform any of the work at the site. Subcontractor shall be listed in the Bid Proposal according to the instructions contained therein.
2. The Contractor agrees to bind every subcontractor to the terms of this contract, including the General Conditions, the Maps and Technical Specifications as far as applicable to the Contractor's work.

The following provisions shall be included in the Contractor's contracts with his/her subcontractors, unless specifically noted to the contrary in a subcontract approved in writing as adequate by the District.

The subcontractor agrees:

- To be bound to the Contractor by the terms of the Agreement, General Conditions, Maps, and Specifications, and to assume toward him/her all the obligations and responsibilities that he/she, by those documents, assumes toward the District.
- To submit to the Contractor, applications for payment, in such reasonable time as to enable the Contractor to apply for payment under terms of the General Conditions.
- To make all claims for extras, for extensions of time and for damages to the Contractor in the manner provided in the contract documents for claims by the Contractor upon the District.

B. Contractor shall hold District harmless and defend and indemnify District from damages, if any, incurred as a result of Contractor's failure to include the required conditions in Contractor's subcontracts.

C. Contractor shall:

1. Pay the subcontractor, upon the payment of certificates, the amount allowed to the Contractor because the subcontractor's work to the extent of the subcontractor's interest therein.
2. Pay the subcontractor to such extent as may be provided by the Contract documents or the subcontract, if either of these provides for earlier or larger payments than the above.

D. Pursuant to the provisions of Sections 4100 et seq., of the Public Contracts Code of the State of California, the Contractor shall not without the consent of the District, either:

1. Substitute any persons as subcontractors in place of the subcontractors designated in his/her original bid.
2. Permit any subcontractor to be assigned or transferred or allow any work to be performed by anyone other than the original subcontractor listed in his/her bid.
3. Other than in the performance of change orders, sublet or subcontract any portion of the work more than one-half of one percent of his/her bid for which his/her original bid did not designate a subcontractor.
4. Contractor's violation of any of the provisions of sections 4100 et seq., of the Public Contracts Code, shall be deemed a material breach of this Contract, and the District may terminate the Contract, or may assess the Contractor a penalty in the amount of not more than ten percent (10%) of the amount of the subcontract involved, or may both cancel the Contract and assess the penalty.

CONTRACTOR STAFF: Contractor shall keep a full-time Project Manager physically on each project site always that work is being performed on the project and shall keep during the progress of the project any necessary assistants to the Project Manager. Contractor understands and agrees that the project manager and/or foreman cannot be removed from any assigned project, without the express written consent of the District, which District agrees shall not be unreasonably withheld. Contractor understands, however, that District will not approve any substitution if the basis of such request is to merely assign these employees to other Projects being maintained by Contractor before the completion of the Project that is the subject of this Contract.

- A. The Project Manager shall represent the Contractor in his/her absence and all directions given to him/her shall be as binding as if given to the Contractor.
- B. The Contractor shall give efficient supervision to the work, using his/her best skill and attention. Contractor shall carefully study and compare all maps, specifications and other instructions and shall at once report to the District any error, inconsistency, or omission which he/she may discover but he/she shall not be held responsible for their existence or discovery, unless there is a situation in which interpretation is doubtful or the error is sufficiently apparent as to place a reasonably prudent Contractor on notice that an error exists.
- C. Any time Contractor's personnel or personnel of subcontractors or material suppliers are on the project site, Contractor shall have a designated person on site to be responsible for the work.
- D. Contractor understands that is it solely responsible for giving directions to its subcontractors and/or responding to any requests for information from its subcontractors. Contractor also understands that it shall be its sole responsibility to coordinate the work of all its subcontractors. Neither District, Inspector, or any officer, agent or employee thereof, shall provide direction to Contractor's subcontractors or respond to requests for information from subcontractors or coordinate subcontractor work.

THIRD PARTY BENEFICIARIES: This contract is by and between the District and Contractor and/or their successors or assigns and no third party is intended expressly or by implication to be benefited by this Agreement.

UTILITIES:

- A. Contractor shall send proper notices, make necessary arrangements, perform other services required in care and maintenance of all public utilities and assume all responsibility concerning same. Notify proper utility if damage occurs. Observe all rules and regulations of the respective utilities in executing the work.
- B. Contractor shall carefully check areas where operations of the Contract are to be performed and observe any existing overhead wires, equipment and other obstructions. Any such work shall be moved, replaced or protected, as required, if shown or specified.
- C. Contractor shall exercise extreme care in locating and identifying underground lines before starting work.

- D. Contractor shall exercise all reasonable precautions to preserve and protect any existing underground improvements.
- E. Contractor shall repair, to the satisfaction of and without additional cost to District, any damage to utility lines that occur because of operations of this work if such utility lines are indicated.

WARRANTIES: Where the specifications require the Contractor to provide a written guarantee, it is the intention of this Contract that such guarantee shall run in favor of District, shall be made out to District, and shall be delivered in writing, in the form set forth in these contract documents, to the District prior to final payment.

- A. Contractor's Guarantee of Quality: Contractor unqualifiedly guarantees the "first-class" quality of all workmanship and of all materials, apparatus, and equipment used or installed by him/her or by any subcontractor or supplier in the project which is the subject of this Contract unless a lesser quality is expressly authorized in the Drawings and Specifications, in which event Contractor unqualifiedly guarantees such lesser quality and that the work as performed by Contractor will conform with the Plans and Specifications or any written authorized deviations therefrom.

PAYMENT BOND TO ACCOMPANY CONTRACT

Contractors must use this form, not a Surety Company form. Bond shall be issued by a Surety Company which is rated Best's A or better.

Know All Men by These Presents:

THAT WHEREAS, The Cameron Park CSD has awarded to _____
as principal, hereinafter designated as the "Contractor", a contract for the work described as follows:

CAMERON PARK LAKE SPLASH PAD PROJECT

AND WHEREAS, Contractor is required by the provisions of Section 9950 et seq., Civil Code, to furnish a bond in connection with the contract;

NOW, THEREFORE, We the undersigned Contractor and surety are held and firmly bound unto the Cameron Park CSD in the sum of _____ Dollars (\$_____), said sum is consistent with the provisions of Section 9554 of the Civil Code, for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That if Contractor, his/her/its heirs, executors, administrators, successors or assigns, or subcontractors, shall fail to pay any materials, provisions, provender, or other supplies or teams, implements or machinery used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, as required by the provisions of Section 9950 et seq. of the Civil Code, and provided that the claimant shall have complied with the provisions of said Code, the surety or sureties hereon will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond the surety or sureties will pay all court costs, expenses and the reasonable attorneys' fees fixed by the court and the application and interpretation of the rights and obligations hereunder shall be pursuant to California law. Surety's obligation to the Cordova Recreation & Park District pursuant to this bond is subject to the covenant of good faith and fair dealing.

This bond shall inure to the benefit of all persons, companies or corporations entitled to file claims under Section 9100 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Surety, for value received, hereby stipulates and agrees that in accordance with California Civil Code section 8152 no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same or payment for defective work or materials, except for final payment upon contract completion, shall in any way affect Surety's obligations or exonerate Surety on this bond, and Surety hereby waives notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications of, or payment for defective work or materials.

IN WITNESS WHEREOF, three (3) identical counterparts of this instruction, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above-named on the _____ day of _____, 20__.

CONTRACTOR (Name and Address)

DISTRICT:

Cameron Park CSD

ADDRESS

CAMERON PARK, CA 95682

SURETY (Name and Principal place of business)

CONTRACTOR AS PRINCIPAL

COMPANY: _____(Corporate Seal)

By: _____

Name: _____

Title: _____

SURETY COMPANY: _____(Corporate Seal)

By: _____

Name: _____

Title: _____

Attorney in Fact

PERFORMANCE BOND TO ACCOMPANY CONTRACT

Contractors must use this form, not a Surety Company form. Bond shall be issued by a Surety Company which is rated Best's A or better.

KNOW ALL MEN BY THESE PRESENTS: that where, the Cameron Park CSD (hereinafter designated as "District") has awarded to _____ (hereinafter designated as "Principal" or "Contractor") a contract for the work described as follows:

CAMERON PARK LAKE SPLASH PAD PROJECT IMPROVEMENTS

WHEREAS, Principal is required to furnish a bond in connection with the contract, guaranteeing the faithful performance of the contract;

NOW, THEREFORE, we, the undersigned Principal and Surety are held and firmly bound unto the District in the sum of _____ dollars (\$_____), lawful money of the United States of America, for payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these present.

The **condition** of this obligation is such that if the Contractor, his/her/its heirs, executors, administrators, successors or assigns, shall abide by and in well and truly keep and perform the covenants, conditions and agreements in the foregoing contract and any alteration thereof as therein provided, on his/her/their part to be kept and performed at the time and in the manner therein specified, the Surety shall have no obligation pursuant to this bond except to participate in conferences provided in subparagraph 1.1, otherwise, the Surety's obligation under this bond shall arise after:

A. The Surety's obligation:

1. The District has notified the Contractor and the Surety that the District is considering declaring the Contractor in default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than seven (7) calendar days after receipt of such notice to discuss methods of performing the construction contract. If the District, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the construction contract, but such agreement shall not waive the District's right to subsequently declare the Contractor in default; and
2. The District has declared the Contractor in default and formally terminated the Contractor's right to complete the contract. Default shall not be declared early than seven (7) calendar days after the Contractor and the Surety have received notice as provided in subparagraph 1.1; and
3. The District has agreed to pay the balance of the contract price to the Surety in accordance with the terms of the construction contract or to a Contractor selected to perform the construction contract in accordance with the terms of the contract with the District.

B. When the District has satisfied the conditions of paragraph 1, the Surety shall immediately and at the Surety's expense take the following actions:

1. Undertake to perform and complete the construction contract itself, through its agents or through independent Contractors. Surety shall not undertake to perform and complete the construction contract by employing, authorizing or utilizing the services of the principal Contractor or affiliated organization without the written consent of the District; or
2. Retain a qualified Contractor acceptable to the District for performance and completion of the construction project/contract. The Contractor shall be selected with the District's concurrence and his/her/its performance shall be secured with performance and payment bonds executed by a

qualified Surety equivalent to the bonds issued for the original construction contract, and sufficient to pay to District the amount of damages as described in paragraph 4 et seq. resulting from the Contractor's default; or

3. Waive its right to perform and complete, arrange for completion, or obtain a new Contractor by determining the amount of which it may be liable to the District and as soon as practicable after the amount is determined, tender payment thereof to the District.
 4. Surety shall proceed in accordance with paragraph 2 not later than fifteen (15) calendar days after written notice that Contractor is declared to be in default. In an emergency situation, or if time is of the essence in the underlying contract, District may take all reasonable actions necessary to protect the work of improvement and/or to continue the construction process pending Surety's investigation and action pursuant to paragraph 2. Cost incurred by District in protecting the work of improvement or continuing the construction process pending Surety action shall be the joint responsibility of Surety and Contractor.
- C. If Surety does not proceed as provided in paragraph 2 et seq., Surety shall be in default on this bond and the District shall be entitled to enforce any remedy available to District. In the event suit is brought upon this bond, Surety or Sureties will pay all court costs, expenses, and reasonable attorney fees fixed by the court.
- D. After District terminates the Contractor's right to complete the construction contract, the responsibilities of the Surety to the District shall not be greater than those of the Contractor under the construction contract, and responsibilities of the District to the Surety shall not be greater than those of the District under the construction contract. To the limit of the amount of this bond, but subject to commitment by the District of the balance of the contract price to mitigation of costs and damages on the construction contract, the Surety is obligated without duplication for:
1. The responsibilities of the Contractor for correction of defective work and completion of the contract.
 2. Additional legal and administrative costs resulting from the Contractor's default and resulting from the actions or failure to act as required in paragraphs 2 and 3.
 3. Liquidated damages, or if no liquidated damages are specified in the construction contract, then actual damages caused by the delayed performance or non-performance of the Contractor.
- E. Surety hereby waives notice of any change, including changes of time, to the construction contract or to related subcontracts, purchase orders and other obligations.
- F. Notice to the Surety, the District or the Contractor shall be mailed or delivered to the address shown on the signature page.
- G. This bond, the rights and obligations hereunder and the interpretation of any provision contained herein, shall be governed by the laws of the State of California and Surety, by submission of this bond to District, shall be deemed to have submitted to the jurisdiction of California courts. Surety's obligations to District pursuant to this bond are subject to the covenant of good faith and fair dealing and Surety's breach of said covenant shall give rise to a cause of action by District for damages caused by Surety's breach of said covenant.
- H. For the purposes of this bond, the construction contract shall be defined as all of the documents in the agreement between District and Contractor.

I. Surety, for value received, hereby stipulates and agrees that in accordance with California Civil Code Section 8152 no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same or payment for non-conforming or defective work or materials, except for final payment upon contract completion shall in any way affect Surety's obligations or exonerate Surety on this bond, and Surety hereby waives notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications, or of payment for defective work or non-conforming work or materials.

IN WITNESS WHEREOF, three (3) identical counterparts of this instruction, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above-named on the _____ day of _____, 20__.

To be signed by Principal and Surety and Notarial Acknowledgment and Seal attached.

CONTRACTOR (Name and Address)

DISTRICT:

Cameron Park CSD

ADDRESS

CAMERON PARK, CA 95682

SURETY (Name and Principal place of business)

CONTRACTOR AS PRINCIPAL

COMPANY: _____

(Corporate Seal)

By: _____

Name: _____

Title: _____

SURETY COMPANY: _____

(Corporate Seal)

By: _____

Name: _____

Title: _____

Attorney in Fact

CHILD SUPPORT COMPLIANCE FORM

For every contract in excess of \$100,000, only the successful bidder will be required to acknowledge that he/she is aware of the State’s policy regarding the importance of child and family support obligations and that to the best of his/her knowledge, he/she is fully complying with the earnings assignment order of all employees and providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department. The successful bidder shall complete the child support compliance acknowledgment below.

TO BE EXECUTED BY WINNING BIDDER AND SUBMITTED WITH SIGNED CONTRACT

I am aware of the State’s policy regarding the importance of child and family support obligations and that to the best of my knowledge, I am fully complying with the earnings assignment order of all employees and providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department.

By: _____
Name: _____
Title _____
Date: _____

CONTRACTOR'S CERTIFICATION REGARDING WORKERS' COMPENSATION

TO BE EXECUTED BY WINNING BIDDER AND SUBMITTED WITH SIGNED CONTRACT

In accordance with the provisions of Section 3700 of the Labor Code, every Contractor is required to secure payment of compensation to the Contractor's employees. Each Contractor to whom a public works contract is awarded is required to sign and file with the awarding body the following certification prior to performing the work of the contract.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work on this contract.

By: _____
Name: _____
Title _____
Date: _____

GUARANTEE FORM

_____ (“Contractor”) hereby agrees that the work which the contractor has installed for the Cordova Recreation & Park District for the following project:

CAMERON PARK LAKE SPLASH PAD PROJECT

(“project” or “contract”) has been performed in accordance with the requirements of the Contract Documents and that the Work as installed will fulfill the requirements of the Contract Documents.

Where the specifications require the Contractor to provide a written guarantee, it is the intention of this Contract that such guarantee shall run in favor of Owner, shall be made out to Owner, and shall be delivered in writing, in the form set forth in these Contract documents, to the Owner prior to final payment.

Contractor's Guarantee During Construction: The Owner shall not, in any way or manner, be answerable or suffer loss, damage, expense or liability for any loss or damage that may happen to Owner improvement, work or equipment or any part thereof, or in, on, or about the same during its construction and before acceptance. Contractor assumes the risk of loss from destruction of, or damage to the Owner improvement work and in the event the work is damaged or destroyed in whole or in part by fire or other peril, the time for the completion of the Contract will be extended, and Contractor shall rebuild at no expense to Owner. This obligation shall not replace Contractor's obligation to carry insurance as set forth in the Contract documents.

Contractor's Guarantee of Quality: Contractor unqualifiedly guarantees the "first-class" quality of all workmanship and of all materials, apparatus, and equipment used or installed by him/her or by any subcontractor or supplier in the project which is the subject of this Contract unless a lesser quality is expressly authorized in the Drawings and Specifications, in which event Contractor unqualifiedly guarantees such lesser quality and that the work as performed by Contractor will conform with the Plans and Specifications or any written authorized deviations therefrom.

Guarantees: Besides guarantees required elsewhere, Contractor shall and does hereby guarantee all workmanship and material for a period of one (1) year from the date of acceptance of the work by the Owner (special or extended guarantees as noted shall be honored as specified under specific items) and shall repair or replace any or all material and workmanship (together with any other work which may be damaged in so doing) that is or becomes defective during the period of said guarantees without expense whatsoever to Owner. For purposes of this Contract the date of acceptance shall be the date of the notice of Owner accepting work excepting work, which is incomplete upon date of said resolution, and then the date of acceptance shall be the date of final payment under this Contract. In the event the Contractor fails to comply with the requirements of any guarantee required by this Contract within seven (7) days after being notified in writing, Owner is authorized to proceed to have the defects repaired and made good at the expense of Contractor who shall pay the costs and charges therefor immediately on demand. In the event the defective condition giving rise to repairs pursuant to this warranty endangers persons or property, or otherwise substantially interferes with Owner's ability to conduct its business or provide services for which the Owner is responsible, Owner may immediately make repairs after reasonable attempts to notify Contractor and Contractor shall pay the costs and charges of said repairs immediately upon demand. Early occupancy by Owner or early use of a guaranteed item or system by Owner, Contractor, subcontractor or any other person or agency shall not modify the period of guarantee which shall commence as set forth above.

The undersigned agrees to repair or replace any or all such Work that may prove to be defective in workmanship or material together with any other adjacent Work that may be displaced in connection with such replacement within a period of one (1) year from the date of completion, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of the undersigned's failure to comply with the above-mentioned conditions within a reasonable period of time, as determined by the , but not later than seven (7) days after being notified in writing by the , the undersigned authorizes the to proceed to have said defects repaired and made good at the expense of the undersigned. The undersigned shall pay the costs and charges therefor upon demand.

Dated: _____

Signature of Contractor: _____

Printed Name and Title of Contractor: _____

Representatives to be contacted for service subject to terms of contract:

Name: _____

Address: _____

Phone Number: _____

E-Mail: _____

SAMPLE INVOICE (TO BE ATTACHED TO SCHEDULE OF VALUES)

PAY REQUEST APPLICATION

PROJECT NAME: _____

CONTRACTOR: _____

INVOICE #: _____

PERIOD ENDING DATE: _____

ORIGINAL CONTRACT AMOUNT: _____

CHANGE ORDER NO. 1: _____

NET CHANGE BY CHANGE ORDERS: _____

TOTAL ADJUSTED CONTRACT AMOUNT TO DATE: _____

BALANCE OF CONTRACT TO FINISH: _____

LESS 5% RETENTION: _____

LESS PREVIOUS PAYMENTS: _____

AMOUNT DUE THIS INVOICE: _____

Submitted by: _____
Contractor

Dated: _____

SUBMIT TO:

APPROVED: _____, Construction Inspector

APPROVED: _____, Project Manager

APPROVED: _____, Park Planning Manager

**TECHNICAL SPECIFICATIONS
FOR**

**CAMERON PARK LAKE
SPLASH PAD PROJECT**

CAMERON PARK, CA

XXXXX

Prepared by:

Callander Associates

Landscape Architecture, Inc.

12150 Tributary Point Drive, Suite 140

Gold River, CA 95670

916.985.4366

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CAMERON PARK LAKE SPLASH PAD PROJECT IMPROVEMENTS PROJECT

CAMERON PARK, CA

LANDSCAPE ARCHITECTS

CALLANDER ASSOCIATES LANDSCAPE ARCHITECTS, INC.
12150 Tributary Point Drive, Suite 140
Gold River, CA 95670
Phone: 916.985.4366
Contact: Benjamin Woodside, ASLA – Principal-in-Charge
Iqra Anwar – Project Manager

CIVIL ENGINEERS

TSD ENGINEERING, INC.
785 Orchard Drive, Suite 110
Folsom, CA 95630
Phone: (916) 608-0707 ext 103
Contact: Casey Feickert

ELECTRICAL ENGINEERS

NATRON RESOURCES, INC.
1123 Sanders Drive
Moraga, CA 94556
Phone: 510.868.0701
Contact: Ron Zeiger, PE

GEOTECHNICAL ENGINEERS

YOUNGDAHL CONSULTING GROUP, INC.
1234 Glenhaven Court,
El Dorado Hills, CA 95762
Phone: 916.933.0633
Contact: Francisco J. Saldana

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Agenda Transmittal

DATE: February 15, 2023

FROM: Kalan Richards, Battalion Chief/Fire Marshal

AGENDA ITEM #10: **FIRST READING OF AN AMENDMENT TO ORDINANCE NO. 2020.3.18 WEED AND RUBBISH ABATEMENT ORDINANCE TO REFERENCE CALIFORNIA PUBLIC RESOURCE CODE 4291 REQUIREMENTS, INSTEAD OF CITING THEM DIRECTLY IN THE ORDINANCE SO AS TO HAVE THE SAME ZONE REQUIREMENTS AS ARE FOUND IN CALIFORNIA PUBLIC RESOURCE CODE 4291 AND REVIEW AND APPROVE DRAFT OF RESOLUTION 2023-09 WHICH AUTHORIZES THE ADOPTION OF THE ORDINANCE.**

RECOMMENDED ACTION:

- Receive, discuss and provide the first reading of the amendment to Ordinance No. 2020.3.18
- Schedule second reading of the Ordinance and adoption for the March 15, 2023, regular Board meeting.
- Review and approve draft of Resolution No. 2023-09, which authorizes the adoption of the amendment to Ordinance No. 2020.3.18 Weed and Rubbish Abatement

Discussion

The current 2020.3.18 Weed and Rubbish Abatement Ordinance contains defensible space zones for improved parcels. At the time the ordinance was adopted, the defensible space zones mirrored CA Public Resource Code (PRC) 4291 requirements. The zones were purposefully mirrored to ensure consistency for improved parcel inspections in the State Responsibility (SRA) and Local Responsibility (LRA) areas. Soon, CA PRC 4291 will be adding a fourth zone (zone zero). Fire Prevention personnel recommend amending the current 2020.3.18 Weed and Rubbish Abatement ordinance to reference CA PRC 4291 requirements, instead of citing them directly in the ordinance. By referencing CA PRC 4291, the Weed and Rubbish Abatement Ordinance will have the same zone requirements and will not need to be amended if there are future zone requirement changes.

Following are the current, and proposed language changes to the Weed and Rubbish Abatement Ordinance. At the end, there is a link to the most current PRC 4291 zone requirements.

Current

Section 7: REQUIREMENTS

- B. All Improved parcels within the District shall comply with the following requirements:
- (1) One hundred feet (100 ft.) of defensible space clearance shall be maintained in two distinct "Zones" (See Diagram A) as follows:
 - a) "Zone 1" extends thirty feet (30 ft.) from each structure or to the property line, whichever comes first.
 - b) "Zone 2" extends from thirty feet (30 ft.) to one hundred feet (100 ft.) from each structure, or to the property line, whichever comes first.
- C. Zone 1 requirements:
- Remove all dead grass, plants, shrubs, trees, branches, leaves, weeds, and pine needles, from the yard and from the roof and gutters of the structure.
 - Remove all dead branches that overhang roofs and keep all branches ten feet (10 ft.) away from the chimney and stovepipe outlets.
 - Relocate wood piles outside of Zone 1, if property line extends beyond Zone 1.
 - Remove or prune flammable plants and shrubs near windows.
 - Remove flammable vegetation and items that could catch fire, from around and under decks and stairs.
- D. Zone 2 requirements:
- Cut or mow annual grass down to a maximum height of four inches (4 in.).
 - Create vertical spacing between grass, shrubs and trees. (See Diagram B)
 - Create horizontal spacing between shrubs and trees. (See Diagram C)
 - Remove tree limbs 6 feet from the ground.
 - Remove dead and dying shrubs, trees, and other woody plants. Loose surface litter, consisting of fallen leaves, needles, twigs, bark, cones, and small branches, are permitted to a depth of three inches (3 in.).
 - All exposed wood piles must have a minimum of ten feet (10 ft.) of clearance, down to bare mineral soil, in all directions.
- C. For both Zones 1 and 2:
- Outbuildings and Liquid Propane Gas (LPG) storage tanks shall have a minimum of ten feet (10 ft.) clearance, down to bare mineral soil, and no flammable vegetation for an additional ten feet (10 ft.) around their exterior.

Proposed

Section 7: REQUIREMENTS

- B. All Improved parcels within the district shall comply with the current California Public Resource Code 4291 Zone requirements:

Current PRC 4291 Zone Requirements

<https://www.fire.ca.gov/programs/communications/defensible-space-prc-4291/>

Fiscal Impact

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

Attachment:

10.a – Draft 2023 Weed and Rubbish Abatement Amendment

10.b – Resolution No. 2023-09 Weed Abatement Ordinance Amendment

ORDINANCE NO. 2023-01

AN ORDINANCE OF THE CAMERON PARK COMMUNITY SERVICES DISTRICT
AMENDING THE "WEED AND RUBBISH ABATEMENT" ORDINANCES NO. 2016.03.16,
2018.03.2, and 2020.03.18 WITHIN CAMERON PARK COMMUNITY SERVICES DISTRICT

BE IT ORDAINED BY THE CAMERON PARK COMMUNITY SERVICES DISTRICT AS FOLLOWS:

The "WEED AND RUBBISH ABATEMENT" ORDINANCES NO. 2016.03.16, 2018.03.21, and
2020.03.18 are hereby amended as follows, and shall hereafter be designated as CAMERON PARK
COMMUNITY SERVICES DISTRICT ORDINANCE NO. 2023-01

Sections:

- Section 1: FINDINGS
- Section 2: DEFINITIONS
- Section 3: LEGAL AUTHORITY FOR DISTRICT ORDINANCE
- Section 4: PROHIBITED CONDUCT
- Section 5: DUTY TO REMOVE AND ABATE HAZARDOUS VEGETATION AND RUBBISH
- Section 6: ENFORCEMENT OFFICIALS
- Section 7: REQUIREMENTS
- Section 8: INSPECTION
- Section 9: ENFORCEMENT
- Section 10: APPEALS
- Section 11: SEASONAL DESIGNATION
- Section 12: REMOVAL OF HAZARDOUS VEGETATION AND RUBBISH
- Section 13: COLLECTION OF ABATEMENT COSTS
- Section 14: LEVYING OF ABATEMENT COSTS AGAINST PROPERTY
- Section 15: VIOLATIONS
- Section 16: PENALTY - MISDEMEANOR
- Section 17: DELINQUENT FEES
- Section 18: SEVERABILITY
- Section 19: EFFECTIVE DATE AND PUBLICATION

Section 1: FINDINGS

- A. The Board of Directors of the Cameron Park Community Services District (hereinafter "District") finds and declares that the uncontrolled growth and/or accumulation of hazardous vegetation and rubbish is a public nuisance, in that it creates a fire hazard.
- B. It is the intent of the District that this Ordinance shall apply to the abatement of the accumulation of hazardous vegetation and rubbish on all improved parcels and all unimproved parcels within the District, and the maintenance of those parcels to prevent vegetation from growing back and rubbish from accumulating.

- C. Cameron Park is located in a wildland urban interface where homes are intermingled with or adjacent to highly flammable native and non-native plant species, within the jurisdictional boundaries. Each year the District experiences periods of high temperatures, accompanied by low humidity, and seasonal high wind. These conditions contribute to significant wildfires resulting in catastrophic fire losses to life, property, and the environment.
- D. The District has a diverse and complex landscape which includes mountains and other brush covered wildlands, which are home to many rare and sensitive plant and animal species.
- E. Of paramount importance to the District Board of Directors, is the protection of life and property from the threat of fire, and the safety of fire and law enforcement personnel during wildfires. The proper establishment of defensible space benefits property owners, public safety personnel and all residents of Cameron Park by dramatically increasing the likelihood that structures will survive a wildfire, provides for firefighter safety during a firestorm and generally aids in the protection of lives.
- F. It is the purpose of this Ordinance to establish a hazardous vegetation and rubbish abatement program that protects the lives and property of the citizens of the District.

Section 2: DEFINITIONS

- A. Abatement- The removal of hazardous vegetation and rubbish from property, to mitigate a public nuisance.
- B. Abatement costs- Any and all costs incurred by the District to enforce this Ordinance and to abate the hazardous vegetation and rubbish on any property, including inspection, physical abatement costs, administration and clerical fees and any additional actual costs incurred for the abatement proceeding(s), including attorney's fees, if applicable.
- C. Accumulation- Allowing the growth of hazardous vegetation and allowing rubbish to collect and remain as defined below.
- D. Defensible Space- Described in Public Resources Code 4291, and under "requirements" in this Ordinance, the area around a structure where hazardous vegetation, and rubbish have been cleared or reduced, to slow the spread of fire, to and from the structure.
- E. Enforcement Officials- A Fire Chief of the Cameron Park Community Services District Fire Department or his/her authorized representative.
- F. Fixed Flammable Items- Combustible fencing or other combustible materials that are attached to a structure.
- G. Hazardous Vegetation- Vegetation that is flammable and endangers the public safety by creating a fire hazard, including but not limited to seasonal and recurrent weeds, chaparral, manzanita, brush, dead trees, dry leaves, needles, and tumbleweeds.

- H. Improved Parcel- A portion of land of any size, the area of which is determined by the Assessor's maps and records and may be identified by an Assessor's Parcel Number, upon which a structure is located.
- I. Outbuilding- Buildings or structures that are less than one hundred twenty square feet (120 sq. ft.) in size and not used for human habitation.
- I. Rubbish - Includes all the following, but is not limited to, paper, cardboard, wood chips, bedding, rubber tires, construction waste, garbage, trash, and other combustible material.
- J. Structure - Anything constructed that is designed or intended to shelter or protect persons, animals, or property, including houses, whether inhabited or not, barns, storage sheds, etc.
- K. Unimproved Parcel - A portion of land of any size, the area of which is determined by the Assessor's maps and records and may be identified by an Assessor's Parcel Number, upon which no structure is located.
- L. Weeds - Includes any of the following:
 - 1) Vegetation that bears seeds of a downy or wingy nature.
 - 2) Vegetation that is not pruned or is otherwise neglected so as to attain such large growth as to become, when dry, a fire menace to adjacent property.
 - 3) Vegetation that is otherwise noxious or dangerous.
 - 4) Poison oak and poison ivy, when the conditions of growth are such as to constitute a menace to the public health.
 - 5) Dry grass, stubble, brush, litter, or other flammable material which endangers the public safety by creating a fire hazard.

Section 3: LEGAL AUTHORITY FOR DISTRICT ORDINANCE

The District has the legal authority to adopt the provisions contained in this Ordinance as specified below:

- A. **Government Code** Section 61100(t) which provides the District the authority to abate weeds and rubbish pursuant to the provisions of the California Health and Safety Code at Section 14875 et seq.
- B. **Government Code** Section 61069 which provides the District the authority to enter private property to: (1) inspect and determine the presence of public nuisances including fire hazards that the District has the authority to abate; and (2) abate public nuisances, including public nuisances constituting fire hazards such as excessive growth of weeds, grasses, hazardous vegetation and other combustible material by giving notice to the property owner to abate such public nuisance; and (3) enter upon private property to determine if a notice to abate a public nuisance including a fire hazard has been complied with by the property owner; and, if not, exercise its power to abate such public nuisance after failure to act by the responsible property owner.

- C. The **California Health and Safety Code**, Part 5, Section 13871, which provides that any person who refuses to correct or eliminate a fire hazard, is guilty of a misdemeanor.
- D. The **California Health and Safety Code**, Part 5, Sections 14875-14930, which provides that an accumulation of weeds, grasses, hazardous vegetation and other combustible material constitutes a public nuisance, providing guidelines for enforcement and abatement by the District of such fire hazards, and payment of such abatement costs incurred by the District to remove such hazardous vegetation and combustible material and provides for penalties for violations of this Ordinance by property owners.
- E. The **California Fire Code** Title 24, Part 9, Chapter 3, Section 304.1 prohibits combustible waste material creating a fire hazard on vacant lots or open space, which California Fire Code has been adopted by this District.
- F. The **California Code of Regulations Code** 14, C.C.R., Sections 1270.01-1276.03. Which establishes minimum wildfire protection standards in conjunction with building, construction and development in the SRA.
- G. The **California Code of Regulations Code** 14, C.C.R., Sections 1299.03. Which establishes defensible space requirements.
- H. The **California Public Resources Code** Section 4291 Which requires a person who owns, leases, controls, operates, or maintains a building or structure in, upon or adjoining a mountainous area, forest-covered lands, brush-covered lands, grass-covered lands, or land that is covered with flammable material, to maintain defensible space at least 100 feet from each side of the structure, and which provides for required fuel modification so as to ensure that a wildfire burning under average weather conditions would be unlikely to ignite the structure on the property.
- I. **Government Code** Section 25845 regarding enforcement mechanisms available for the District to ensure that the costs incurred by the District in abating the nuisance consisting of accumulation of hazardous vegetation and rubbish are recovered from the property owner who fails to abate such nuisance after notice from the District to do so.
- J. **Government Code** Section 61115 which provides the District the authority to levy charges against property owners within the District for all the costs incurred by the District in abating nuisances created by accumulation of weeds, grasses, hazardous vegetation and other combustible materials. The District may provide that any charges and penalties maybe collected on the tax roll in the same manner as property taxes. To recover such charges and penalties by recording in the office of the County Recorder a lien declaring the amount of the charges and penalties due, the lien to be incurred against all real property owned by the delinquent property owner within El Dorado County. Such special tax assessments are to be collected in the same manner and method as real property taxes are collected by the county.

Section 4: PROHIBITED CONDUCT

A person shall not dump, nor permit the dumping of hazardous vegetation and rubbish, nor shall a person permit the accumulation of hazardous vegetation and rubbish, on that person's property or on any other property, so as to constitute a fire hazard.

Section 5: DUTY TO REMOVE AND ABATE HAZARADOUS VEGETATION AND RUBBISH

It shall be the duty of every owner, occupant, and person in control of any parcel of land or interest therein, which is located within the District, to abate all hazardous vegetation and rubbish, which constitutes a fire hazard, which may endanger or damage neighboring property.

By May 1, of each year, the owner of parcels within the District shall remove, from such property and adjacent streets, all hazardous vegetation and rubbish, growing or accumulated thereon, in accordance with the procedures and methods prescribed in this Ordinance and by the enforcement official.

Section 6: ENFORCEMENT OFFICIALS

The enforcement official shall have authority to enforce this chapter and issue citations for violations. For purposes of this chapter, the "enforcement official" is the Fire Chief of the District's Fire Department, or his/her designee.

Section 7: REQUIREMENTS

A. All **Unimproved** parcels within the District shall comply with the following requirements:

- (1) Any Unimproved parcel of less than two acres (2 ac.) shall be cleared of all hazardous vegetation and rubbish. Weeds, non-cultivated pastures, or other hazardous vegetation shall be mowed and cut to a maximum height of four inches (4 in.), so as to not constitute a fire hazard throughout the year.
- (2) Any Unimproved parcel, or multiple contiguous parcels under the same ownership, consisting of more than two acres (2 ac.) shall be cleared of all rubbish and shall **either** be cleared of all hazardous vegetation and mowed and cut to a maximum height of four inches (4 in.), **or** shall construct and maintain a minimum thirty-foot wide firebreak around the perimeter of the property. Firebreaks will be disked, and can also be scraped, provided that the scraped material is removed or spread evenly over the remaining property.
- (3) Remove tree limbs six feet (6ft) from the ground.
- (4) The District's enforcement official or his/her designee may require a firebreak to a maximum of one hundred feet (100ft) in width, if the determination is that the property or adjoining structure(s) will be at risk from an approaching fire. These factors shall include fuel type(s), topography, and the environment where the property or adjoining structure(s) is located.

- (5) Dry leaves or wood chips located on parcels must be disked or turned under or evenly broadcast over the parcel area. If leaves or wood chips are being retained for the purpose of mulch or compost, they must be placed in a container so as to not constitute a fire hazard.

B. All **Improved** parcels within the district shall comply with the current California Public Resource Code 4291 Zone requirements:

The enforcement official, or his/her designee may enter upon private or public property, whenever necessary, to enforce or administer the provisions of this chapter; provided, however, that this right of entry and inspection shall not be construed to grant the right to enter into any dwelling or structure which may be located on the land. Should the District determine that there is a reasonable expectation of privacy of the property owner with respect to the dwelling unit to be inspected, the District may request an inspection warrant pursuant to the provisions of California Civil Code Section 1822.50 et seq., which warrant shall state the location which it covers and state the purposes of the inspection. When there is no reasonable expectation of privacy, such as with respect to an abandoned dwelling or building, the District's designated enforcement official may enter onto that property without a warrant in order to inspect the property for the purposes of determining whether the provisions of this Ordinance have been violated....

A. Initial inspections will occur during April of each year.

(1) Should inspections reveal violations of this Ordinance, the enforcement officer will mail a notice of non-compliance to parcel owners,

B. Second inspections will occur during May of each year.

(1) Should second inspections reveal violations of this Ordinance, the enforcement process will begin,

Section 9: ENFORCEMENT

Violations of this Ordinance may be enforced pursuant to the legal authorities specified in Section 3 of this Ordinance, following the procedures and timelines specified in this Ordinance.

As an alternative to enforcement procedures, the enforcement official retains the discretion to meet and confer with property owners, who are in violation of this Ordinance, to attempt a mutually acceptable method for abating the hazardous vegetation and rubbish. Nothing shall prohibit the enforcement official from issuing a hazard abatement notice to a property owner and following the enforcement procedure with respect to property owners who do not agree to a mutually acceptable abatement method after discussions with the enforcement official.

A. If the meet and confer process does not occur or does not result in the abatement of hazardous vegetation and rubbish, the enforcement official may commence proceedings to enforce the provisions of this Ordinance, when a violation is identified due to:

(1) The failure of an owner of a parcel to abate all hazardous vegetation and rubbish on or before May 1.

(2) The failure of an owner of a parcel to abate all hazardous vegetation and rubbish within the time specified in the Notice.

B. Enforcement proceedings are commenced by the mailing of a Hazard Abatement Notice in the manner prescribed as follows:

- (1) The enforcement official shall mail the Hazard Abatement Notice to each person that has an ownership interest in the parcel to which the violation pertains.
- (2) Ownership interest shall be determined based on the last equalized assessment roll available on the date of mailing of the Hazard Abatement Notice.
- (3) Notification may also be accomplished by posting the Hazard Abatement Notice on the property, if the owner's mailing address is not available or not current. Such Hazard Abatement Notice also will be sent by mail to the property owner of such parcel as his or her name appears on the last equalized assessment roll and to the address shown on such assessment roll.
- (4) Notices which are posted, shall be conspicuously posted in front of the property, or if the property has no frontage upon a road or street, then upon a portion of the property nearest to a road or a street most likely to give actual notice to the owner. Notices shall be posted not more than 100 feet in distance apart upon property with more than 200 feet of frontage, and at least one notice shall be posted on each parcel with 200 or less feet of frontage.

C. The contents of the Hazard Abatement Notice shall include the following:

- (1) A description of the property by reference to the assessor's parcel number as used in the records of the county assessor, and by reference to the common name of a street or road upon which the property abuts, if the property abuts upon a road or street;
- (2) A statement that there are hazardous vegetation and rubbish upon the property;
- (3) A request that such hazardous vegetation and rubbish be abated by June 1, which shall not be less than 15 calendar days following the mailing or posting of the notice;
- (4) A statement that if such hazardous vegetation and rubbish are not abated by the property owner by June 1, that such materials may be removed under authority of the District, and the costs of such abatement may be made a legal charge against the owner or owners of the property, a lien imposed on and recorded against the property in the amount of such costs, and such costs referred to the County Tax Collector for collection together with property taxes on such property pursuant to the provisions of Health and Safety Code Sections 14875 through 14931, and Government Code Sections 25845 and 61115;
- (5) A statement referencing the right of the property owner to appeal the issuance of the Hazard Abatement Notice pursuant to Section 10 hereof and;
- (6) With respect to notices which are posted, a title which reads "Notice to Remove Hazardous Vegetation and Rubbish" the letters of the foregoing title to be not less than one inch in height.

Section 10: APPEALS

Process: Any person, who is adversely affected by the Hazard Abatement Notice specified in

Section 9, may appeal such Hazard Abatement Notice to the Board of Directors within fifteen (15) calendar days of the postmark on the Hazard Abatement Notice by filing a written appeal with the enforcement official. Timely appeal shall stay any further action for abatement until the date set for hearing, unless the hazardous vegetation and rubbish at issue presents an imminent fire hazard within 100 feet of any structure. The enforcement official shall set the matter for hearing before the Board of Directors. The enforcement official shall notify the Appellant by certified mail of the date and time set for such hearing, at least fifteen (15) days prior to said date. If the Appellant resides outside the District, such Notice of Hearing shall be mailed to the Appellant at least twenty (20) days prior to the date set for the hearing. The Appellant shall have the right to appear in person or by agent, designated in writing, at the hearing, and present oral, written, and/or photographic evidence. The Board of Directors shall issue its order denying or granting the appeal, which shall be in writing and be issued within fifteen (15) days of the date of the hearing. The decision of the Board of Directors shall be final.

Section 11: SEASONAL DESIGNATION

In the case of a parcel containing a fire hazard where it has been necessary for the District to abate the nuisance in two (2) consecutive years, and the fire hazard is seasonal or recurring, it shall be the decision of the Board of Directors to declare the lot a seasonal public nuisance and the fire hazards may be abated thereafter without the necessity of further hearing.

Section 12: REMOVAL OF HAZARDOUS VEGETATION AND RUBBISH

If, by June 1 of any year as specified in the original Hazard Abatement Notice, or as extended in cases of appeal, or as specified by the Board of Directors, compliance with this Ordinance has not been accomplished, the enforcement official or his designee may order that hazardous vegetation and rubbish, located on the property be removed by public officers and/or employees of the District, or may cause such removal to be carried out by a private contractor selected by the District.

Section 13: COLLECTION OF ABATEMENT COSTS

- A. When proceedings under this chapter result in the abatement of hazardous vegetation and rubbish from property by the District or its agents or contractors due to the refusal of a property owner to comply with this Ordinance, all costs incurred by the District in performing such abatement may be assessed against the property. Such costs shall include the costs of labor, materials and equipment furnished by the District in abating such hazardous vegetation and rubbish; the costs incurred by the District for payments to an independent contractor to abate such hazardous vegetation and rubbish from the property; all administrative costs incurred by the District in abating such hazardous vegetation and rubbish, including actual costs of investigation, property inspection, boundary determination, measurement, clerical costs, related attorney's fees, and administrative overhead costs for supervision, insurance, costs of publication, mailing and posting of notices, preparation of contracts with independent contractors to perform the abatement work, review of bids by contractors, administration of contracts for abatement activities, and other budgeted overhead items.
- B. If hazardous vegetation and rubbish are ultimately abated by the property owner,

subsequent to the deadline for abatement specified in any Hazard Abatement Notice issued by the District, the District shall be entitled under this Ordinance to assess against the property all such costs incurred securing such compliance with this Ordinance by the property owner up to and including the final date of compliance.

- C. The enforcement official shall keep an account of such administrative and costs of abatement and shall submit to the District Board of Directors for confirmation an itemized written report showing such unpaid costs and their proposed assessment to the respective properties subject to the Hazard Abatement Notice. The report shall be filed with the General Manager not less than 15 calendar days in advance of the confirmation hearing required below.
- D. Upon receipt of the report, a public hearing shall be scheduled in June to receive any protests and to confirm the cost report. A statement of the proposed costs and notice of the time, date and place of the hearing, together with reference to the report on file with the clerk, shall be mailed to the owner or owners of each parcel of property proposed to be assessed as shown on the last equalized assessment roll available on the date of mailing of the notice shall be mailed not less than 15 calendar days in advance of the hearing.
- C. Notice of the time, date and place of the public hearing by the Board shall be published once in a newspaper of general circulation published within the District. The notice shall show the name or names of the owner, the assessor's parcel number, the street address of the property if the property has an address and the address is known to the enforcement official, the name of the street or road upon which such property abuts, the amount of the proposed assessment and reference to the report on file with the enforcement official. Such publication shall be made not less than 15 calendar days in advance of the hearing.
- D. At the time fixed for receiving and considering the report, the District Board of Directors shall conduct a public hearing and shall receive and consider any objections from members of the general public or property owners liable to be assessed for the costs of abatement. The District Board of Directors may continue the hearing and delegate to the General Manager or his or her designee the responsibility of hearing individual protests and submitting a recommendation with respect thereto; provided, that the District Board of Directors provides an opportunity for individual consideration of each property upon which abatement activities have been conducted by the District upon receipt of a recommendation by the General Manager. The District Board of Directors may modify the report if it is deemed necessary. The District Board of Directors shall then confirm the report by motion or resolution.

Section 14: LEVYING OF ABATEMENT COSTS AGAINST PROPERTY

- A. The abatement costs incurred by the District may be levied against the parcel of land

subject to abatement activities by the District as a real property assessment in accordance with Health and Safety Code Division 12, Part 5, Chapter 4, Article 3 commencing with 14912 and 14915-14919 and Government Code Section 25845. Any assessment imposed on real property pursuant to this Section may be collected at the same time and in the same manner as ordinary real property taxes are collected by the County of El Dorado and shall be subject to the same penalties and the same procedure and sale in case of delinquency as is provided for ordinary real property taxes. Notice of any assessment that is levied on real property pursuant to this Section shall be given to the property owner by certified mail from District and shall contain the information set forth in Health and Safety Code Division 12, Part 5, Chapter 4, Article 3 commencing with 14912 and 14915-14919 and Section 5845 of the Government Code. The District shall transmit the notice of such assessment levied on real property pursuant to this Section to the County Auditor-Controller of El Dorado County with instructions to collect the assessment on the real property tax rolls for the ensuing fiscal year. Such notice shall be transmitted to the County Auditor-Controller prior to August 10 in any fiscal year.

Section 15: VIOLATIONS

The owner or occupant of any parcel within the District who violates this Ordinance or permits a violation of this Ordinance upon any parcel owned, occupied or controlled by him/her, shall be guilty of a misdemeanor (H&S 13871). Violation of this Ordinance shall consist of the following:

- A. Every person who fails or refuses to correct or eliminate a fire hazard after written order of a district board or its authorized representative, is guilty of a misdemeanor.

Section 16: PENALTY - MISDEMEANOR

- A. Notwithstanding the provisions of any other section of this Ordinance, violation of any provisions of this chapter or failure to comply with any of the regulatory requirements of this chapter, is a misdemeanor.
- B. Every violation of this Chapter is punishable by imprisonment in the county jail, not exceeding six months, or by fine not exceeding one thousand dollars, or both.

Section 17: DELINQUENT FEES

The following shall apply to any delinquent fee due.

- A. A penalty of ten percent (10%) shall be added to any delinquent fines on the last day of each month more than 15 days after the due date.
- B. In addition to penalties, delinquent fees will accrue interest of one percent (1%) per month, from the due date.

Section 18: SEVERABILITY

If any Ordinance, article, subsection or subdivision thereof, provision, sentence, clause or phrase of this code, or any application thereof, is for any reason held to be invalid by a court of

competent jurisdiction, such decision shall not affect the remaining provisions of this code, which can be given effect without the invalid portions and, therefore, such invalid portions are declared to be severable. The District hereby declares that it would have enacted this Ordinance and each of its articles, sections, subsections, or subdivisions thereof, provisions, sentences, clauses or phrases irrespective of the fact that one or more of them is declared invalid.

Section 19: EFFECTIVE DATE AND PUBLICATION

This Ordinance shall take effect thirty (30) days after its adoption. The Cameron Park Board Secretary is directed to publish this Ordinance as adopted in a newspaper of general circulation in the District. In lieu of publication of the full text of the Ordinance within fifteen (15) days after its passage, a summary of the Ordinance may be published at least five (5) days prior to and fifteen (15) days after adoption by the District Board and a certified copy shall be posted in the office of the District, and Cameron Park Fire Department Office, pursuant to Government Code Sections 25120 through 25132.

PASSED AND ADOPTED by the Board of Directors of the Cameron Park Community Services District at a regularly scheduled meeting on the 15th day of March, 2023 by the following vote of said Board:

AYES:

NOES:

ABSENT

Director Sidney Bazett, Board President

André Pichly, General Manager

Attachment 10b

Resolution No. 2023-09
THE BOARD OF DIRECTORS
OF THE CAMERON PARK COMMUNITY SERVICES DISTRICT
EXERCISES ITS STATUORY AUTHORITY TO ADOPT STATE MANADATED
FIRE CODE REVISIONS
March 15, 2023

WHEREAS, the current 2020.3.18 Weed and Rubbish Abetment Ordinance contains defensible space zones for improved parcels; **and**

WHEREAS, at the time the ordinance was adopted, the defensible space zones mirrored CA Public Resource Code (PRC) 4291 requirements; **and**

WHEREAS, the zones were purposefully mirrored to ensure consistency for improved parcel inspections in the State Responsibility (SRA) and Local Responsibility (LRA) areas; **and**

WHEREAS, the CA PRC 4291 will be adding a fourth zone (zone zero); **and**

WHEREAS, amending the current 2020.3.18 Weed and Rubbish Abatement ordinance to reference CA PRC 4291 requirements, instead of citing them directly in the ordinance, will amend the 2020.3.18 Weed and Rubbish Abatement Ordinance to have the same zone requirements and will not need to be amended if there are future zone requirement changes.

NOW THEREFORE, the Board of Directors of the Cameron Park Community Services District resolves as follows:

1. The District hereby resolves to amend Ordinance No. 2020.3.18 to reference CA PRC 4291 requirements. The Ordinance shall supersede any prior Weed & Rubbish Abatement ordinance within the District.

PASSED AND ADOPTED by the Board of Directors of the Cameron Park Community Services District at a meeting on the 15th day of March 2023, by the following vote of said Board:

AYES:

Attachment 10b

NOES:

ABSENT:

ATTEST:

Director Sidney Bazett, President
Board of Directors

André Pichly, General Manager
Secretary to the Board



Agenda Transmittal

DATE: February 15, 2023

FROM: André Pichly, General Manager
Dusty Martin, Fire Chief
Christina Greek, Finance Officer

AGENDA ITEM #11: FIRE MASTER PLAN RFP RECOMMENDATION

RECOMMENDED ACTION: DIRECT STAFF TO DEVELOP A REQUEST FOR PROPOSAL PACKAGE AND SOLICIT BIDS FROM QUALIFIED CONSULTANTS FOR A COMPREHENSIVE FIRE MASTER PLAN STUDY

Introduction

The District has a Fire Master Plan that covered a 5-year period from 2015-2020 (see Attachment 11.a). At the September 6, 2022, Fire & Emergency Services committee meeting, the General Manager and Fire Chief were asked to research consultants that develop Fire Master Plans. The Committee requested that staff request estimates for two options. Option 1 would be a full Fire Master Plan. Option 2 would be a plan that would have a limited scope of only staffing and facilities. The GM and Fire Chief returned to the February 9, 2023, Fire & Emergency Services Committee with the results of their research.

Discussion

The Fire Chief and General Manager made inquiries about companies that provide master planning services. A total of 5 consulting companies were contacted. Two of the companies declined to submit a cost estimate as they indicated they cannot take on anymore work at this time (one included the consultant who worked on the CSD's most recent fire master plan). Of the responses received, the General Manager and Fire Chief reviewed the 3 responses that included a potential scope of work and cost estimate.

Fiscal Impact

Cost estimate is between \$35,000 and \$66,000 for a full Fire Master Plan. Staff recommends a minimum budget of \$70,000. While the District has yet to issue an RFP for a Fire Master Plan, staff believes the initial research conducted demonstrates that qualified companies that can develop a Fire Master Plan for the District are available

and interested in taking on a project like this. An RFP could be issued within 14 days of approval from the Board of Directors. Staff would work with the Finance Officer to identify a funding source, and then present the project package to the Board of Directors for their approval.

Recommendation

Staff recommends that the Board of Directors direct the General Manager to work with the Fire Chief to develop a scope of work that could be included in an RFP for a comprehensive Fire Master Plan, and then returning to the Board of Directors with a recommendation of a consulting firm with whom the District could contract for services.

Attachment (via Hyperlink):

11.a – [Fire Master Plan 2015-2020](#)



Agenda Transmittal

DATE: February 15, 2023

FROM: Michael Grassle, Parks & Facilities Superintendent
Christina Greek, Finance Officer
André Pichly, General Manager

AGENDA ITEM #12: **ENDORSE THE CREATION OF A MAINTENANCE WORKER I
FULLTIME POSITION**

RECOMMENDED ACTION: APPROVE

Introduction

Staff is recommending the Board of Directors approve the creation of a full-time Maintenance Worker I position within the Parks Division and help provide a staff person to service existing and new LLADs.

Budget and Administration Committee

The Budget and Administration Committee discussed and endorsed to forward to the Board of Directors.

Background

Each year the Parks Division struggles to hire part-time staff. Lack of adequate staffing creates issues when employees are out sick, on vacation, unavailable for unforeseen reasons, or there is a scheduled holiday. Furthermore, when a staff person leaves their employment with the District it results in an increased workload for other staff members until that vacant position is filled. This can result in the need to pay staff overtime to ensure the basic maintenance tasks are completed, which can have a negative effect on the budget and can lead to additional stress due to longer and/or additional workdays each pay period.

The District anticipates taking on the maintenance of Silver Springs LLAD in 2023. Taking on Silver Springs will increase the workload of the current staff. This could impact current service levels on the rest of the park system.

In the 2021-2026 Strategic Plan, under Strategic Focus Area E.4: Good Governance, it states, “Our objective is for the Board of Directors to be a cohesive and effective governing board. Our strategy is to engage in continued special district education, adhere to District Board policies, follow good governance practices, and strengthen the workforce to achieve the District’s Vision”. Adding this position will help the District hire and retain quality employees. It is key to have entry level full-time staff who can be promoted as employees in Maintenance Worker II positions move on from the District. This is supported by Strategic Focus Area Objective E.4.e: Review and initiate appropriate changes in the staff organizational chart to provide advancement within the organization.

Financial Impact

- The estimated total cost for Maintenance Worker I position is \$52,538. This includes salary and benefits.
 - The funding for Silver Springs LLAD will help pay for this position. That is estimated to be \$10,370.
 - Additional savings to help pay for this position will come from the elimination of some contracted services at Eastwood Park and having those duties assigned to Park Maintenance staff. This is estimated to be a savings of \$3,000 which can be put towards the Maintenance Worker I costs.
 - The Park Department is expecting a 10% or \$4,000 reduction to maintaining the grounds by hiring another in-house skilled staff member.
 - The full-time Maintenance Worker One position will spend roughly 10-15% of their time working in the LLAD’S. \$4,000-\$5,000 will be absorbed by the various LLAD’S.
 - An existing Park Maintenance part-time position (30-hours or less) will be eliminated and that salary (estimated to be \$28,500 annually) will be applied to the new Maintenance Worker I position.
- The combination of aforementioned funding and savings will fund the Maintenance Worker I full-time position for an estimated \$50,370. Additional

savings to cover the remaining can be realized through other cost-saving measures that total at least the difference (estimated at \$2,168). The Parks & Facilities Superintendent will work with the General Manager and Finance Officer to identify those measures. The Local 01 Union has been notified of the intent to add the position to the current MOU.

Recommendation

Staff recommends that the Board of Directors approve the position.

Attachment

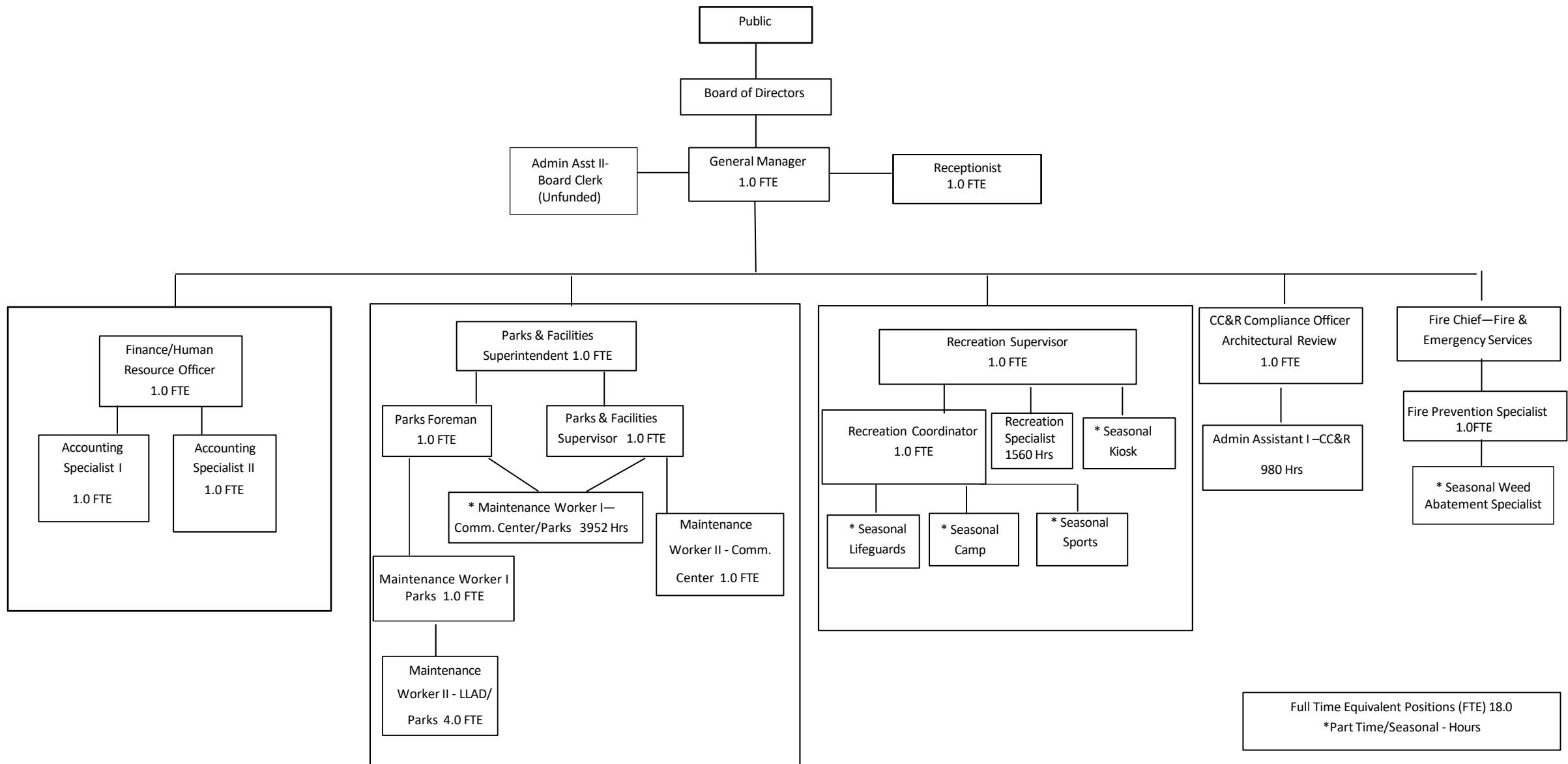
12.a – Proposed District Organizational Chart

12.b – Updated Wage scale to add Maintenance Worker I to full time status

12.c – Maintenance Worker I job description

12.d Resolution 2023-06

Cameron Park Community Services District Org Chart



Full Time Equivalent Positions (FTE) 18.0
*Part Time/Seasonal - Hours

ATTACHMENT 12B

Current Entry	Current Top												
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13
		0.025	0.025	0.025	0.025	0.025	0.025	0.025	0.025	0.025	0.025	0.025	0.025
			0.05		0.05		0.05		0.05		0.05		0.05

ANNUAL RATE	FY22/23	COLA (3% from MOU 2022-2024, effective beginning December 2021 for 3 years)											
General Manager	NEGOTIATED = 135,000												
Parks Superintendent	64,168.00	65,769.60	67,412.80	69,118.40	70,824.00	72,612.80	74,422.40	76,294.40	78,166.40	80,142.40	82,160.00	84,198.40	86,299.20
Finance/Human Resources Officer	64,168.00	65,769.60	67,412.80	69,118.40	70,824.00	72,612.80	74,422.40	76,294.40	78,166.40	80,142.40	82,160.00	84,198.40	86,299.20
Accounting Specialist I/Admin Assist II Board clerk	39,769.60	40,747.20	41,766.40	42,806.40	43,888.00	44,969.60	46,092.80	47,257.60	48,443.20	49,649.60	50,876.80	52,166.40	53,476.80
Accounting Specialist II	55,224.00	55,515.20	56,908.80	58,302.40	59,779.20	61,276.80	62,816.00	64,396.80	65,998.40	67,620.80	69,326.40	71,094.40	72,841.60
Receptionist	33,092.80	33,862.40	34,777.60	35,630.40	36,545.60	37,440.00	38,396.80	39,332.80	40,331.20	41,329.60	42,369.60	43,409.60	44,512.00
Parks & Facilities Maintenance Worker I	32,240.00	33,030.40	33,856.16	34,708.96	35,583.08	36,478.52	37,395.28	38,333.36	39,292.76	40,273.48	41,275.52	42,298.88	43,364.88
Maintenance Worker II	35,110.40	35,963.20	36,857.60	37,793.60	38,750.40	39,728.00	40,705.60	41,724.80	42,764.80	43,825.60	44,928.00	46,051.20	47,195.20
Recreation Coordinator	39,769.60	40,747.20	41,766.40	42,806.40	43,888.00	44,969.60	46,092.80	47,257.60	48,443.20	49,649.60	50,876.80	52,166.40	53,476.80
Recreation Supervisor	55,224.00	55,515.20	56,908.80	58,302.40	59,779.20	61,276.80	62,816.00	64,396.80	65,998.40	67,620.80	69,326.40	71,094.40	72,841.60
CC&R Enforcement Officer	55,224.00	55,515.20	56,908.80	58,302.40	59,779.20	61,276.80	62,816.00	64,396.80	65,998.40	67,620.80	69,326.40	71,094.40	72,841.60
Parks and Facilities Supervisor	55,224.00	55,515.20	56,908.80	58,302.40	59,779.20	61,276.80	62,816.00	64,396.80	65,998.40	67,620.80	69,326.40	71,094.40	72,841.60
Parks Maintenance Foreman	42,848.00	43,908.80	45,011.20	46,155.20	47,278.40	48,484.80	49,712.00	50,918.40	52,208.00	53,518.40	54,849.60	56,222.40	57,616.00
Fire Preventions Specialist	42,848.00	43,908.80	45,011.20	46,155.20	47,278.40	48,484.80	49,712.00	50,918.40	52,208.00	53,518.40	54,849.60	56,222.40	57,616.00

HOURLY RATE	FY22/23												
General Manager	NEGOTIATED = 135,000												
Parks Superintendent	\$30.85	\$31.62	\$32.41	\$33.23	\$34.05	\$34.91	\$35.78	\$36.68	\$37.58	\$38.53	\$39.50	\$40.48	\$41.49
Finance/Human Resources Officer	\$30.85	\$31.62	\$32.41	\$33.23	\$34.05	\$34.91	\$35.78	\$36.68	\$37.58	\$38.53	\$39.50	\$40.48	\$41.49
Accounting Specialist I/Admin Assist II Board clerk	\$19.12	\$19.59	\$20.08	\$20.58	\$21.10	\$21.62	\$22.16	\$22.72	\$23.29	\$23.87	\$24.46	\$25.08	\$25.71
Accounting Specialist II	\$26.55	\$26.69	\$27.36	\$28.03	\$28.74	\$29.46	\$30.20	\$30.96	\$31.73	\$32.51	\$33.33	\$34.18	\$35.02
Receptionist	\$15.91	\$16.28	\$16.72	\$17.13	\$17.57	\$18.00	\$18.46	\$18.91	\$19.39	\$19.87	\$20.37	\$20.87	\$21.40
Parks & Facilities Maintenance Worker I	\$15.50	\$15.88	\$16.28	\$16.69	\$17.11	\$17.54	\$17.98	\$18.43	\$18.89	\$19.36	\$19.84	\$20.34	\$20.85
Maintenance Worker II	\$16.88	\$17.29	\$17.72	\$18.17	\$18.63	\$19.10	\$19.57	\$20.06	\$20.56	\$21.07	\$21.60	\$22.14	\$22.69
Recreation Coordinator	\$19.12	\$19.59	\$20.08	\$20.58	\$21.10	\$21.62	\$22.16	\$22.72	\$23.29	\$23.87	\$24.46	\$25.08	\$25.71
Recreation Supervisor	\$26.55	\$26.69	\$27.36	\$28.03	\$28.74	\$29.46	\$30.20	\$30.96	\$31.73	\$32.51	\$33.33	\$34.18	\$35.02
CC&R Enforcement Officer	\$26.55	\$26.69	\$27.36	\$28.03	\$28.74	\$29.46	\$30.20	\$30.96	\$31.73	\$32.51	\$33.33	\$34.18	\$35.02
Parks and Facilities Supervisor	\$26.55	\$26.69	\$27.36	\$28.03	\$28.74	\$29.46	\$30.20	\$30.96	\$31.73	\$32.51	\$33.33	\$34.18	\$35.02
Parks Maintenance Foreman	\$20.60	\$21.11	\$21.64	\$22.19	\$22.73	\$23.31	\$23.90	\$24.48	\$25.10	\$25.73	\$26.37	\$27.03	\$27.70
Fire Prevention Specialist	\$20.60	\$21.11	\$21.64	\$22.19	\$22.73	\$23.31	\$23.90	\$24.48	\$25.10	\$25.73	\$26.37	\$27.03	\$27.70

PART TIME POSITIONS	(Generally less than 19 hrs per week)	CY 2023											
Admin Assist I (clerical)	15.50	15.88	16.28	16.69	17.11	17.54	17.98	18.43	18.89	19.36	19.84	20.34	20.85
Admin Assist II (Weed Abatemt, Board Clerk, Safety)	\$17.77	\$18.21	\$18.66	\$19.12	\$19.68	\$20.17	\$20.57	\$21.08	\$21.70	\$22.24	\$22.80	\$23.37	\$23.95
Parks & Facilities Maintenance Worker I	15.50	15.88	16.28	16.69	17.11	17.54	17.98	18.43	18.89	19.36	19.84	20.34	20.85
Recreation Specialist/Aquatics Coordinator	\$17.36	\$17.79	\$18.23	\$18.68	\$19.23	\$19.71	\$20.10	\$20.60	\$21.20	\$21.73	\$22.27	\$22.83	\$23.40

SEASONAL POSITIONS	(Summer and/or year round periodically)	CY 2023											
Recreation Leader I- Day Camp Staff, Scorekeepers, Kiosk Staff, Concessions, Water Safety instructor (without Lifeguard Certifications)	15.50	15.88	16.28	16.69	17.11	17.54	17.98	18.43	18.89	19.36	19.84	20.34	20.85
Camp Director	16.56	16.97	17.40	17.83	18.28	18.73	19.20	19.68	20.17	20.67	21.18	21.7	22.25
Lifeguard- Swim Instructors + Lifeguard with Title 22 and ARC Lifeguard Certification	15.50	15.88	16.28	16.69	17.11	17.54	17.98	18.43	18.89	19.36	19.84	20.34	20.85
Head Lifeguard	16.15	16.56	16.97	17.40	17.83	18.28	18.73	19.20	19.68	20.17	20.67	21.18	21.7

NOTE: Seasonal & Part time wage scale to be adjusted as minimum wage changes Prior to January each calendar year

**RESOLUTION NO. 2023-06
of the Board of Directors
of the Cameron Park Community Services District
February 15, 2023**

APPROVING FULL TIME MAINTENANCE I POSITION

WHEREAS, the Cameron Park Community Services District is committed to strengthen the workforce to achieve the District’s Vision; **and**

WHEREAS, adding the Maintenance I full-time position will help the District hire and retain quality employees; and

WHEREAS, the Maintenance Work I position is a full-time position and includes salary and benefits; **and**

WHEREAS, The District will work with the Local 1 Union to add the position to the MOU.

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

Approves the addition of a full-time Maintenance I Position with benefits to the District’s organizational chart.

PASSED AND ADOPTED by the Board of Directors of Cameron Park Community Services District, this 15th day of February 2023, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

Director Sidney Bazett, President
Board of Directors

André Pichly
General Manager



Agenda Transmittal

DATE: February 15, 2023

FROM: Michael Grassle, Parks and Facilities Superintendent
Christina Greek, Finance/HR Officer

AGENDA ITEM #13: **CONVERSION LAGOON WELL FOR A FIRE HYDRANT AT
CAMERON PARK LAKE**

RECOMMENDED ACTION: APPROVE

Introduction

There is a fire hydrant located on the east side of the restroom/concession building in Cameron Park Lake that is fed by a 6-inch water line with water supplied by the El Dorado Irrigation District (EID). This water main is monitored by a 6-inch water meter that costs the District over \$6,500 each year.

Budget and Administration Committee

The Budget and Administration Committee discussed and endorsed to forward to the Board of Directors

Background

This 6-inch water main does not deliver water to any other systems within the park. The recent storms have presented an opportunity for the District to relocate the fire hydrant at Cameron Park Lake and realize savings in annual metering fees. The main 6-inch water line is a concrete pipe, and it was damaged when the culvert washed out. A contractor has estimated that to return this line to the current service status the repair would cost approximately \$5,500 (and may be reimbursable by FEMA).

Back in the fall of 2022, the Parks & Facilities Superintendent met with Battalion Chief Richards from the Cameron Park Fire Department and Triangle Well Drilling to see if the

old lagoon well could be converted into a fire hydrant. The original purpose of this meeting was to try and lower operating costs for the Parks & Facilities Division. EID will allow a customer to change the size of the water meter one time at no charge. If we were to install a ¾-inch water meter and remove the hydrant the annual operating cost would be around \$200 per year. EID is aware the District may be making this request. We are looking into removing the meter completely to avoid charges completely.

To observe this cost savings Triangle Well Drilling would plumb the existing well into a 3,000-gallon water tank that would be stored at the Parks Maintenance Shop. The tank would then pump water to a valve the fire department could utilize if ever needed. Battalion Chief Richards approved the plan from Triangle Well Drilling. If this project were approved, the District would abandon the 6-inch concrete water main when the well conversion and new hydrant is installed and operational. This project can be completed within 2 days and the contractor can utilize the back entrance to bring in equipment.

Fiscal Impact

The total cost to convert the existing well to deliver water to a hydrant system would be \$10,789, but staff have not identified a funding source for this project. As the District pays EID over \$6,500 annually for the 6-inch meter, staff expects the conversion to pay for itself within the next year by eliminating the \$6,500 annual expense. The initial investment in the conversion could cause the 2022-23 Parks Division budget to end up over budget if staff cannot cut costs elsewhere.

Recommendation

Staff recommends that the Budget & Administration Committee endorse the proposal of converting the lagoon well into a supply source for a new hydrant at Cameron Park Lake and ask staff to identify a funding source or savings strategy that is fiscally sound.

Attachments

13.a – Veerkamp water main repair estimate

13.b – Triangle Well Drilling cost estimate



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 CA DIR No . 1000004944
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To:	Mike Grassle	Phone:	530-558-1146
Company:	Cameron Park CSD	Email:	mgrassle@cameronpark.org
Project:	Cameron Park Lake culvert repair	Estimator:	Dwayne Nystrom
Bill To:	<input checked="" type="checkbox"/> Same as above <input checked="" type="checkbox"/> Other:	2502 Country Club Dr. Cameron Park, CA 95682	
Budget Date:	1/27/2023	Bid #:	23-DN-P03

This quote may be withdrawn by us if not accepted within 30 days.

Item	Description	Qty	Unit	Unit Cost	Item Cost
1	Replace 6" water line.	TBD	T&M	\$5,500.00	Budget
2	<p>DVGE proposes the following to fix damage 6"AC water line. Once backfill of culverts is to the bottom of water line then the repair will be as follows, Cut 6" water and replace with 20' of C-900 attach with industry standard couplings. Then finish back fill of the culverts will continue.</p>				
				TOTAL ALL ITEMS:	\$ -

The attached SPECIAL CONDITIONS / QUALIFICATIONS apply*

Non- Prevailing Wage Rates Apply

Prevailing Wage Rates Apply



5210 Deer Valley Rd.
Rescue, CA 95672
triangle@trianglewell.com
CA Contractors Lic. No 355933

Name / Address
Cameron Park CSD ATTN: Mike Grassle 2502 Country Club Dr Cameron Park, Ca 95682

Estimate

Date	Estimate #
9/27/2022	1214
Contact Number	

Description	Qty	Cost	Total
3000 gallon holding tank	1	3,250.00	3,250.00T
4" Schedule 40 PVC	50	9.00	450.00T
4" rigid, flex, conduit, bulkhead	1	3,945.00	3,945.00T
Sand	1	75.00	75.00T
Vents, sign, reflectors	1	325.00	325.00T
Cow trough float, sight gauge	1	710.00	710.00T
LABOR	8	175.00	1,400.00
Cameron Park Lake Project			

Subtotal \$10,155.00

Sales Tax (7.25%) \$634.74

Total \$10,789.74

Estimate valid for 60 days, unless otherwise stated.

The above items and amounts are estimates only, and are subject to change. Please review, sign and remit if in agreement and understanding. Feel free to call with any questions. Under the Mechanics Lien Law (California Code of Civil Procedure, Sec. 1181 it seq.), any contractor, subcontractor, laborer, supplier or other person who helps to improve your property, but is not paid for his work or supplies, has a right to enforce a claim against your property. This means that, after a court hearing, your property could be sold by a court officer and the proceeds of the sale used to satisfy the indebtedness. This can happen even if you have paid your own contractor in full, if the subcontractor, laborer, or supplier remains unpaid.

Signature _____



Agenda Transmittal

DATE: February 15, 2023

FROM: André Pichly, General Manager
Michael Grassle, Parks & Facilities Superintendent
Christina Greek, Finance Officer

AGENDA ITEM #14: **CULVERT & ROADWAY REPAIR AT CAMERON PARK LAKE**

RECOMMENDED ACTION: **DISCUSS AND PROVIDE DIRECTION TO STAFF**

Introduction

The major storm that impacted the Cameron Park area on Saturday, December 31, 2022, caused damage to District parks and facilities. The most significant damage was to the entry road at Cameron Park Lake where an 8 x 8 x 12-foot section of roadway collapsed due to a failed culvert that conveyed water in Deer Creek under the roadway and into the Lake inlet. As of February 2nd the section of failure is longer (from edge to edge of the roadway, and wider). No repairs have been made to date and erosion of the wash-out continues to be a concern, for both safety and conditions worsening as they would relate to the eventual repairs.



Background

The General Manager directed the Parks & Facilities Superintendent to contact a local contractor that was repairing similar storm damage to Latrobe Road. After meeting with a representative for the contractor and subsequent discussions with the GM, the contractor confirmed that the project is well within their abilities to effect complete repairs.

Option 1:

The contractor provided a cost estimate to fix the damaged culverts and road, and return them to their original configuration. This would be done by:

- Damming up the existing water flow in the culverts and pumping water over to the lake.
- Removing the damaged culverts and haul them off site.
- Grade the inlet and outlet to existing flow line and remove all sediment build-up from storms and haul off site.
- Install 2 new 60" squash culverts under the existing utilities.
- Repair broken conduits for power and communications.
- Fill with 2 sac slurry to the top of the culverts.
- Concrete the slopes of the inlets and outlets.
- Cover the drive isle with 3/4" aggregate base to within 4-inches of finish grade and then pave the roadway.
- Replace the fence using as much existing material as possible.

Throughout the process the contractor would coordinate work with PG&E and EID as needed.

- Permits - The contractor stated that if the project is repaired to existing design no permit is required since the storms have created an emergency repair. If the design is changed then permits will be needed.
- Timeline - could begin in 4-6 weeks after proposal is executed, which is the lead time for materials to be shipped.

Option #2

Should the Board choose to opt for a site improvement, such as a bridge structure, the Board should expect a much higher cost for design and construction. In 2017 the cost for

a Multi Plate Single Radius Arch was approximately \$550,000-\$611,000, and a timeline of 12-18 months from design to build (without engineering and permits and fees. Any project that would be seen as an improvement would not be eligible for Federal Disaster funding. Staff does not recommend Option #2 as it is not an identified project or need in any District plans and the cost would not be eligible for FEMA recovery funding.

Fiscal Impact

The initial cost estimate from the contractor for all repairs is quoted at \$155,000 (staff have communicated to FEMA that the initial damage estimate was just over \$234,000, which the FEMA representatives indicated is best in case the project cost increases due to unidentified issues or change orders). This is the cost for Option #1.

There is an additional cost estimate of \$5,500 to repair the cement pipe that supplies water to the fire hydrant. If repaired, this expense would likely be reimbursable, but the District would continue to pay the annual fee for the 6-inch meter until the line is abandoned and meter replaced. The park does not have a functioning line now, so there is an argument to be made that this is a good opportunity to abandon the 6-inch water line. A hydrant is needed for fire suppression of the two buildings within the park should there be a structure fire.

Staff are working with the County of El Dorado OES and FEMA to complete the proper documentation and procedures to secure disaster assistance funds that could be used to reimburse the District.

Recommendation

Staff recommends that the Board of Directors direct staff to develop a Request for Proposals package using the cost estimate information provided by the contractor as the scope of work and bring back to a future Board meeting a proposal for consideration and approval for construction.

Attachments

- 14.a – Contractor cost estimate for culvert/roadway repairs
- 14.b – 3100 Purchasing Expense Authorization
- 14.c- Multi Plate Single Radius Arch example



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To:	Mike Grassle	Phone:	530-558-1146
Company:	Cameron Park CSD	Email:	mgrassle@cameronpark.org
Project:	Cameron Park Lake culvert repair	Estimator:	Dwayne Nystrom
Bill To:	<input checked="" type="checkbox"/> Same as above <input checked="" type="checkbox"/> Other:	2502 Country Club Dr. Cameron Park, CA 95682	
Budget Date:	1/27/2023	Bid #:	23-DN-P02

This quote may be withdrawn by us if not accepted within 30 days.

Item	Description	Qty	Unit	Unit Cost	Item Cost
1	Budget to replace damage culverts to Cameron Park Lake.	TBD	T&M	\$155,000.00	Budget
2	<p>DVGE proposes the following to fix damage culverts. Dam up existing water flow in culverts and pump water over to the lake. Remove damaged culverts and haul off site. Grade inlet and outlet to existing flow line and remove all sediment build up from storms haul off site. Install 2 new 60" squash culverts under existing utilities. Back fill with 2 sac slurry to top of culverts. Concrete the slopes of the inlets and outlets. Cover drive isle with 3/4" aggerate base to within 4" of finish grade, then pave 4" compacted average depth in two lifts. Repair broken conduits for power and communications. Replace fence using as much existing ,material as possible. This is a budget and the project is to be billed at time and material. Please see rate sheet attached.</p>				
TOTAL ALL ITEMS:					\$ -

The attached SPECIAL CONDITIONS / QUALIFICATIONS apply*

Non- Prevailing Wage Rates Apply

Prevailing Wage Rates Apply



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SPECIAL CONDITIONS / QUALIFICATIONS:

1. This is a unit price proposal. Final quantities multiplied by the attached unit costs will determine the final cost.
2. Any changes to the bid plans or to the conditions listed below shall constitute a change order and price revision.
3. Price is based on award of all work listed. If General Contractor/ Owner elects to separate items Doug Veerkamp General Engineering shall be notified and adjustments made accordingly. DVGE is not obligated to accept the revised terms.
4. Prices are based on performing the work during the 2023 construction season. Work shall be accomplished per mutually agreed upon schedule, weather and ground conditions permitting, during normal working shifts.
5. Prices in this proposal do not reflect any phasing or sequencing of job. Bid includes one move-in. Additional move-ins will be billed on a time and materials basis. Delays caused by others may result in demobilization and remobilization as applicable.
6. In the event that completion of portions of work required in this subcontract is delayed by others beyond the control of Doug Veerkamp General Engineering (i.e. dry utility line construction, building construction, etc.), the work completed to date shall be accepted by the Owner and written notice will be executed.
7. Differing Site Conditions: (a) The Contractor shall give a written notice to the Owner and/or Soils Engineer of (1) subsurface or latent physical conditions at the site which differ materially from those indicated in this contract, or (2) unforeseen physical conditions at the site, or (3) the existence of toxic or hazardous materials not specifically described in type, character, or quantity in a Work Order, which existence is deemed to be a differing site condition. (b) The Owner and/or Soils Engineer shall investigate the site conditions promptly after receiving the notice. If the conditions do materially so differ or are deemed to so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, an equitable adjustment shall be made under this clause and the contract modified in writing accordingly.
8. Any prevention, delay, non-performance or stoppage due to any of the following reasons may cause an increase in prices and/or surcharge allocation and a possible delay in the production and/or load out of some materials. Failure of power, acts of public enemies, riots, increases in prices and/or supplies of raw materials and/or services (such as trucking) outside the control of Doug Veerkamp General Engineering, governmental restrictions, regulations, acts of God or other causes beyond Veerkamp's reasonable control.
9. Owner expressly acknowledges that Contractor is a licensed contractor authorized to perform work provided in this Contract and that the Contractor is not an engineer or a design consultant. Proposals made by Contractor with respect to work to be performed are made solely for the consideration of Owner and Owner's design engineer or design consultant, who shall be solely responsible for determining whether any such work proposed by Contractor is, or will be, adequate to satisfy the needs and or purposes of the Owner. Except as expressly provided in this Contract, no warranty or representation of any kind or nature with respect to any such proposal. Warranty with respect to fitness for any purpose or use is expressly disclaimed to the fullest extent of the law.



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10. Price increases in raw materials outside the control of Doug Veerkamp General Engineering, Inc. control may require an equitable negotiated increase in contract price. Due to volatile markets, i.e. oil and plastic; materials such as plastic pipe, asphalt and slurry seal may necessitate additional cost compensation. Asphalt concrete is based on current rack asphalt oil. For every fluctuation of \$10.00, an additional \$0.70 per ton will be added.
11. This conditions and exclusions sheet shall be incorporated and supersede any language within the mutually agreed contract.
12. This proposal is good for 30 calendar days from date on Proposal.
13. All excavation of construction site materials is bid as non-hazardous material. Any contaminated or hazardous material will be mitigated, excavated, hauled, and disposed of on a time and materials basis. It is the owner's responsibility to notify the contractor of any hazardous conditions that exist regarding contaminated soil or asbestos.
14. All excavated material is bid as material useable for engineered fills. Over-excavation and/or replacement of materials, unsuitable on-site stockpiles that may be required due to unsuitable ground conditions, and sub-drains shall be considered extra work items.
15. Any material deemed to be unsuitable i.e. rock, etc. will be removed and disposed on a T&M basis. In addition, any material needed because of removal of said material will be imported on a T&M basis.
16. Payment terms are Net 30. Finance charge of 1.5% per month will be assessed on any unpaid balance.
17. Change orders shall be executed at a negotiated lump sum price or on a time and materials basis based on Contractor's standard hourly rental rates.
18. Owner acknowledges that national and regional supply shortages of materials may occur and that the prices may increase during the term of this proposal. If the Contractor incurs cost increase(s) such that the purchase price of any material to be supplied under this proposal is increased greater than 5%, the Owner and Contractor shall negotiate to mutually agree upon a revised price for the material yet to be delivered under this proposal.
19. If any dispute arises regarding the terms of this Proposal or in regard to any contract or subcontract into which it is incorporated, or any work performed as described in this Proposal, the prevailing party shall be entitled to all attorney fees and costs and expert fees and costs incurred in the arbitration or litigation of the dispute. This clause shall take precedence and prevail over any clause in any agreement into which this Proposal is incorporated, despite any language to the contrary in such other agreement. If contracting party does not so agree, then contracting party shall not accept this Proposal and shall not contract or subcontract with Doug Veerkamp General Engineering, Inc.



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EXCLUSIONS:

1. Bonds. Bond rate is available upon request.
2. Permits and fees.
3. Engineering, construction staking and fees.
4. Compaction testing and certification.
5. Air quality monitoring (i.e. asbestos, equipment emissions or fugitive dust resulting from our operations).
6. Biological mitigation and monitoring.
7. Naturally Occurring Asbestos requirements.
8. SWPPP or Fugitive Dust Plan preparation.
12. Dust control or street sweeping for work by others.
13. Haul off of any spoils, trash, lumber, and construction debris left by others.
14. Relocation or removal of existing utilities, poles, fences or structures.
15. Repair or replacement of existing utilities that have not been identified by Owner prior to construction work and are damaged in the course of Contractor's work.
16. Blasting, hydraulic hammering, jack hammering, pre-blast or post-blast surveys, and/or seismic monitoring.
18. Work in excess of eight (8) hours or forty (40) hours per week.
19. Cut/ Fill transition work, this can be performed on time and material.
20. Electrical.
21. Concrete work; unless indicated.
22. Condition of approval. Any conditions shall be done by owner.
23. Traffic control, we figured the road could be closed during construction activities.
25. Any item not specifically listed is considered excluded.

Customer Acceptance: The above prices, specifications and conditions are satisfactory and are hereby accepted.

You are authorized to do the work as specified. Payment will be made as outlined above.

- | | |
|-------------------------------------------------------------|------------------------------------------------------------|
| <input type="checkbox"/> I am the owner of this property | <input type="checkbox"/> am NOT the owner of this property |
| <input type="checkbox"/> There is NO lender on this project | <input type="checkbox"/> There is a lender on this project |

Signature:

Date:

LABOR RATES	Straight Time PREVAILING WAGE	Overtime PREVAILING WAGE	Doubletime PREVAILING WAGE
Project Manager	\$180.00	\$217.00	\$254.00
Superintendent	\$160.00	\$197.00	\$234.00
Foreman	\$125.00	\$165.00	\$200.00
Operator	\$120.00	\$160.00	\$195.00
Grade Setter	\$118.00	\$155.00	\$191.00
Carpenter	\$118.00	\$155.00	\$191.00
Concrete Finisher	\$100.00	\$130.00	\$160.00
Laborer	\$87.00	\$111.00	\$135.00
Flag Person	\$87.00	\$111.00	\$135.00
Truck Driver - Onsite Teamster	\$98.00	\$125.00	\$151.00
Truck Driver - Offsite Hauling	\$60.00	\$88.00	\$115.00
Heavy Equipment Hauling - Offsite	\$60.00	\$88.00	\$115.00
Mechanic	\$118.00	\$155.00	\$191.00
PGE Certified	\$168.00	\$205.00	\$241.00
EQUIPMENT DESCRIPTION	Billing Rate Straight Time	Billing Rate Overtime	Billing Rate Double Time
BACKHOES			
John Deere 310SL 4WD, 4-in-1 extendahoe, thumb & swinger	\$185.00	\$225.00	\$260.00
John Deere 410 G, J, L all 4WD, 4-in-1 extendahoe (10 Available)	\$190.00	\$230.00	\$265.00
<i>with Compaction Wheel</i>	\$195.00	\$235.00	\$270.00
<i>with Auger Attachment & Bits</i>	\$215.00	\$255.00	\$290.00
<i>with Hydraulic Breaker</i>	\$260.00	\$300.00	\$335.00
John Deere 710J 4WD, side dump, extendahoe, aux. hyd.	\$210.00	\$250.00	\$285.00
<i>with Compaction Wheel</i>	\$215.00	\$255.00	\$290.00
EXCAVATORS, Mini			
CAT 303.5E Zero Tail Swing, QC, Thumb-12"/18"/24" Buckets (4 Available)	\$175.00	\$215.00	\$250.00
<i>with Auger Attachment (9" or 12" holes)</i>	\$190.00	\$230.00	\$265.00
<i>with Hydraulic Breaker</i>	\$210.00	\$250.00	\$285.00
EXCAVATORS, Medium			
Takeuchi TB280 - 18", 24", 36" Buckets (2 Available)	\$205.00	\$245.00	\$280.00
<i>with Compaction Wheel</i>	\$220.00	\$260.00	\$295.00
Komatsu PC138 Zero Tail Swing-18",24",36" Buckets (3 Available)	\$230.00	\$270.00	\$305.00
<i>with Thumb or Compaction Wheel</i>	\$240.00	\$280.00	\$315.00
<i>with PSM Rock Wall Grapple</i>	\$245.00	\$285.00	\$320.00
<i>with Allied Hydraulic Breaker</i>	\$305.00	\$345.00	\$380.00
Takeuchi TB2150 - 18" , 24" , 36" Buckets	\$240.00	\$280.00	\$315.00
CAT 314E LCR w/ 36" Bucket	\$230.00	\$270.00	\$305.00
Komatsu PC228/PC238 w/ 48" Bucket & Thumb (4 Available)	\$260.00	\$300.00	\$335.00
<i>with 24" Trenching Bucket</i>	\$250.00	\$290.00	\$325.00
<i>with Compaction Wheel</i>	\$270.00	\$310.00	\$345.00
<i>with Grapple</i>	\$285.00	\$325.00	\$360.00
<i>with Kent Hydraulic Breaker</i>	\$335.00	\$375.00	\$410.00

EQUIPMENT DESCRIPTION	Billing Rate Straight Time	Billing Rate Overtime	Billing Rate Double Time
EXCAVATORS, Large			
CAT 335FR w/ Bucket & Thumb (2 Available)	\$305.00	\$345.00	\$380.00
<i>with Compaction Wheel</i>	\$315.00	\$355.00	\$390.00
<i>with Hydraulic Breaker</i>	\$380.00	\$420.00	\$455.00
Komatsu PC360-10 w/ Bucket & Thumb (5 Available)	\$305.00	\$345.00	\$380.00
<i>with Compaction Wheel</i>	\$315.00	\$355.00	\$390.00
<i>with Hydraulic Breaker</i>	\$380.00	\$420.00	\$455.00
CAT 336FL w/ Bucket	\$305.00	\$345.00	\$380.00
CAT 349 w/ Bucket	\$350.00	\$390.00	\$425.00
<i>with Compaction Wheel</i>	\$360.00	\$400.00	\$435.00
Komatsu PC490 w/ Bucket & Thumb (3 Available)	\$350.00	\$390.00	\$425.00
<i>with Compaction Wheel</i>	\$360.00	\$400.00	\$435.00
<i>w/12,000 lb Hydraulic Breaker</i>	\$445.00	\$485.00	\$520.00
Hitachi ZX870H w/2yd, 4.5yd, 6.6yd buckets	\$435.00	\$475.00	\$510.00
DOZERS			
Komatsu D51 6Way Blade & Rippers	\$240.00	\$280.00	\$315.00
<i>with Laser</i>	\$255.00	\$295.00	\$330.00
<i>with GPS</i>	\$270.00	\$310.00	\$345.00
Komatsu D61 6 Way Blade, Rippers, and Intelligent Control	\$280.00	\$320.00	\$355.00
CAT D6T 6 Way Blade & Rippers	\$300.00	\$340.00	\$375.00
<i>with Laser</i>	\$315.00	\$355.00	\$390.00
<i>with GPS</i>	\$330.00	\$370.00	\$405.00
CAT D8T S.U. Blade & Rippers	\$370.00	\$410.00	\$445.00
<i>with Laser</i>	\$385.00	\$425.00	\$460.00
<i>with GPS</i>	\$400.00	\$440.00	\$475.00
CAT D9N S.U. Blade & Rippers	\$405.00	\$445.00	\$480.00
<i>with Laser</i>	\$420.00	\$460.00	\$495.00
<i>with GPS</i>	\$435.00	\$475.00	\$510.00
CAT D9T St. Blade & Rippers	\$425.00	\$465.00	\$500.00
<i>with Laser</i>	\$440.00	\$480.00	\$515.00
<i>with GPS</i>	\$455.00	\$495.00	\$530.00
CAT D10N S.U or Cushion Blade & Rippers	\$460.00	\$500.00	\$535.00

EQUIPMENT DESCRIPTION	Billing Rate Straight Time	Billing Rate Overtime	Billing Rate Double Time
ROAD GRADERS/GRADING TRACTORS			
John Deere 210LE 4X4 4-in-1 Box Scaper (5 Available)	\$185.00	\$225.00	\$260.00
Takeuchi TL12V Highflow Tracked Skidsteer, 4-in-1 Bucket (5 Available)	\$195.00	\$235.00	\$270.00
<i>with Auger Attachment (9" or 12" holes)</i>	\$210.00	\$250.00	\$285.00
<i>with Lowe XR215 Trencher</i>	\$220.00	\$260.00	\$295.00
<i>with Hydraulic Breaker</i>	\$225.00	\$265.00	\$300.00
<i>with Blue Diamond 24" Asphalt Planer Attachment</i>	\$255.00	\$295.00	\$330.00
NorAm 65E Grader	\$200.00	\$240.00	\$275.00
CAT 140M	\$265.00	\$305.00	\$340.00
<i>with Laser</i>	\$280.00	\$320.00	\$355.00
CAT 160M-16' Blade & Ripper	\$285.00	\$325.00	\$360.00
<i>with Laser</i>	\$300.00	\$340.00	\$375.00
<i>with GPS</i>	\$315.00	\$355.00	\$390.00
CAT 14M-16' Blade & Ripper	\$305.00	\$345.00	\$380.00
<i>with Laser</i>	\$320.00	\$360.00	\$395.00
SCRAPERS			
CAT 615C II Paddlewheel 15yd	\$270.00	\$310.00	\$345.00
CAT 631 27yd. Open Bowl (6 Available)	\$350.00	\$390.00	\$425.00
LOADERS			
Komatsu WA270-7 Wheel Loader 3 yd, Side Dump (5 Available)	\$230.00	\$270.00	\$305.00
Komatsu WA320-7 Wheel Loader 3.5 yd & Forks (3 Available)	\$235.00	\$275.00	\$310.00
Komatsu WA380-8 Wheel Loader 4 yd G.P. Bucket, 3rd Valve (2 Available)	\$245.00	\$285.00	\$320.00
LOG SKIDDER			
Log Skidder CAT 518 Winch & Grapple	\$210.00	\$250.00	\$285.00
SCREEN			
Manual Grizzly Screens (bare) (\$500/wk - \$1500/mo) (3 Available)	\$10.00	\$10.00	\$10.00
POWER BROOMS			
Laymor - Self-propelled 8ft. Power Broom (5 Available)	\$147.00	\$171.00	\$195.00
XBroom on Freightliner Street Sweeper	\$225.00	\$265.00	\$300.00
COMPACTION, Towed Type			
Sheepsfoot 4x4 Double Drum (bare) (3 Available)	\$30.00	\$30.00	\$30.00
COMPACTORS, Self-Propelled			
CAT 815B/815F Tilt Blade (2 Available)	\$285.00	\$325.00	\$360.00
CAT 825C/825H Tilt Blade (2 Available)	\$355.00	\$395.00	\$430.00
<i>with GPS</i>	\$385.00	\$425.00	\$460.00

EQUIPMENT DESCRIPTION	Billing Rate Straight Time	Billing Rate Overtime	Billing Rate Double Time
ROLLERS, Smooth Drum			
Dynapac CC1200 47" Dual Drum Vib. Asphalt Roller (7 Available)	\$180.00	\$220.00	\$255.00
CAT CB-22B 39" Dual Drum Vibratory Asphalt Roller	\$180.00	\$220.00	\$255.00
Volvo DD-70HF 57" Double Drum Roller	\$200.00	\$240.00	\$275.00
Volvo DD-90 66" Dual Drum Vibratory Asphalt Roller	\$215.00	\$255.00	\$290.00
Volvo DD-110 66" Dual Drum Vibratory Asphalt Roller	\$220.00	\$260.00	\$295.00
Volvo SD 115B Smooth Drum w/84" Pad Drum with Blade (4 Available)	\$220.00	\$260.00	\$295.00
ROLLERS, Rubber Tire/Pneumatic			
Bomag BW11 RH (2 available)	\$210.00	\$250.00	\$285.00
ASPHALT PAVERS			
Asphalt Power Curb Machine (Includes 1 Laborer - No Material included)	\$122.00	\$146.00	\$170.00
Seal Coat Machine (Includes 1 Laborer - No Material included)	\$157.00	\$181.00	\$205.00
Hot Crack Fill Machine (Includes 2 Laborers, 1 Operator, 1 Crew Truck. No Material Included)	\$404.00	\$500.85	\$550.00
Blaw-Knox PF-545 Path Paver [#8] (w/2 operators)	\$455.00	\$535.00	\$605.00
Carlson CP45 [#9] or Bomag 814-2 [#4] (w/2 operators) (2 Available)	\$455.00	\$535.00	\$605.00
Cat 1055F Paver [#10] (w/2 operators)	\$555.00	\$635.00	\$705.00
CHIP SPREADER - Self Propelled			
Rosco - 12' adjustable head (w/2 operators)	\$430.00	\$510.00	\$580.00
WATER			
Water Tower Model10 or Interpipe 10,000 Gal. (Water extra) (2 Available)	\$10.00	\$10.00	\$10.00
Water Tower Klein KPT120 12,000 Gal (Water extra) (4 Available)	\$12.00	\$12.00	\$12.00
Water Trailer-Towed Type - 500 Gal. Capacity (Trailer only - driver, truck & water extra)	\$20.00	\$20.00	\$20.00
Water Truck 2000 Gal. Self Load - 2 axle (Water extra @ \$20 per 2k load) (3 Available)	\$173.00	\$200.00	\$226.00
Water Truck 3800-4000 Gal. Self Load - 3 axle (Water extra @\$35 per ~4k load) (7 Available)	\$183.00	\$210.00	\$236.00
Water Tanker CAT 725 6000g Off Road (Water extra)	\$260.00	\$300.00	\$335.00
Water Truck Volvo A35D 7000g Off Road Articulated (Water extra)	\$270.00	\$310.00	\$345.00

EQUIPMENT DESCRIPTION	Billing Rate Straight Time	Billing Rate Overtime	Billing Rate Double Time
HEAVY TRUCKS - OFFSITE (Non-Teamster)			
Dump Truck - 6 Wheel	\$135.00	\$163.00	\$190.00
Dump Truck - 10 Wheel, Rock Beds, 10yd. Capacity (3 Available)	\$140.00	\$168.00	\$195.00
Dump Truck - Super Dump, 14 yd. Capacity (5 Available)	\$150.00	\$178.00	\$205.00
Transfer Dump Truck w/Transfer Trailer (13 Available)	\$155.00	\$183.00	\$210.00
Semi End Dump (lowside) 20yd Capacity (6 Available)	\$155.00	\$183.00	\$210.00
Highside Semi End Dump w/ 32'-40yd or 36'-55yd (3 Available)	\$165.00	\$193.00	\$220.00
Highside Semi End Dump w/ 40'-87yd (2 Available)	\$175.00	\$203.00	\$230.00
HEAVY TRUCKS - ONSITE (Teamster)			
Dump Truck - 6 Wheel	\$173.00	\$200.00	\$226.00
Dump Truck - 10 Wheel, Rock Beds, 10yd. Capacity (3 Available)	\$178.00	\$205.00	\$231.00
Dump Truck - Super Dump, 14 yd. Capacity (5 Available)	\$188.00	\$215.00	\$241.00
Transfer Dump Truck w/Transfer Trailer (13 Available)	\$193.00	\$220.00	\$246.00
Semi End Dump (lowside) 20yd Capacity (6 Available)	\$193.00	\$220.00	\$246.00
Highside Semi End Dump w/ 32'-40yd or 36'-55yd (3 Available)	\$203.00	\$230.00	\$256.00
Highside Semi End Dump w/ 40'-87yd (2 Available)	\$213.00	\$240.00	\$266.00
OFF ROAD TRUCKS			
Volvo A-35D 35 ton capacity (1 Available)	\$295.00	\$335.00	\$370.00
Volvo A-40F & A40G 40 ton capacity (5 Available)	\$310.00	\$350.00	\$385.00
Volvo A-45G 45 ton capacity (2 Available)	\$315.00	\$355.00	\$390.00
EQUIPMENT TRANSPORTS			
Pilot Cars, All signage & lights (w/driver)	\$85.00	\$113.00	\$140.00
Hoe Hauler (12t capacity) or Roll Back Truck (2 Available)	\$140.00	\$168.00	\$195.00
10Whl Dump Truck w/Equipment Trailer	\$150.00	\$178.00	\$205.00
3Ax Tractor w/8W Lobed Trailer 38 Ton Capacity (2 Available)	\$160.00	\$188.00	\$215.00
3Ax Tractor w/16W Lobed Trailer, Legal Loads (2 Available)	\$175.00	\$203.00	\$230.00
3Ax Tractor w/16W Lobed, 10'wide Extra Legal loads (permits extra, 2 Available)	\$175.00	\$203.00	\$230.00
3Ax Tractor w/16W Lobed & 7Ax Jeep or Scraper Basket (permits extra)	\$235.00	\$263.00	\$290.00
UTILITY TRUCKS			
3/4 Ton Pickup Trucks (bare) <i>includes F150, F250 & F350</i>	\$30.00	\$30.00	\$30.00
1 Ton Trucks & Superdutys (bare) <i>includes F450 & F550</i>	\$40.00	\$40.00	\$40.00
Delivery Truck w/Driver	\$100.00	\$128.00	\$155.00
PAT-1 24' Flatbed 2 Axle Truck w/Driver	\$168.00	\$195.00	\$221.00
PAT-1 24' Flatbed 2 Axle Attenuator Truck w/Driver	\$188.00	\$215.00	\$241.00
Mechanic Truck w/Mechanic (5 Available)	\$228.00	\$265.00	\$301.00

EQUIPMENT DESCRIPTION	Billing Rate Straight Time	Billing Rate Overtime	Billing Rate Double Time
TRAILERS			
1 Axle Trailer - Zeman, ShopBuilt	\$5.00	\$5.00	\$5.00
2 Axle Trailer - Owens, 12' Interstate, Encl. Interstate, Thomas Tilt, Haulmark, BigTex, PJ Dump (bare), 16' Wells Cargo Encl.	\$10.00	\$10.00	\$10.00
Eager Beaver, Trailmax, Towmaster, Fruehauf (bare)	\$20.00	\$20.00	\$20.00
ASPHALT CONCRETE SAWS/GRINDERS			
Saw, Asphalt Concrete - Handheld Saw Small w/Diamond Blade (Laborer not included)	\$20.00	\$20.00	\$20.00
Saw, Asphalt Concrete Wet 14" Walk Behind (w/ Laborer)	\$132.00	\$156.00	\$180.00
Husqvarna 4400-D/Merit 44HP Asphalt Concrete Saw (w/1 Laborer & Superduty PU, 2 Available)	\$182.00	\$206.00	\$230.00
Wirtgen W120Fi 48" Asphalt Grinder (Daily Rate, 8 hours w/1 operator)	\$3,264.00	\$3,584.00	\$3,864.00
TRENCHERS			
Trencher - Ditch Witch Walk Behind (w/1 Laborer)	\$107.00	\$131.00	\$155.00
Vacuum Fluid Excavator - Ditch Witch Vactor HX50 (w/2 Laborers & Superduty Truck & Trailer)	\$316.00	\$364.00	\$412.00
<i>Travel Time for HX50 Vac</i>	\$223.00	\$247.00	\$319.00
Vacuum Fluid Excavator - Vacuum Truck 2100 PD (w/1 Operator)	\$343.00	\$367.00	\$391.00
FORKLIFT/TELEHANDLER			
Forklift, Telehandler All Terrain w/Operator (4 Available)	\$167.00	\$191.00	\$215.00
TOOLS/COMPRESSORS/NON-OP EQUIPMENT			
Air Compressor - Ingersoll Rand, Doosan (bare w/tools) (4 Available)	\$30.00	\$30.00	\$30.00
Concrete Mixer	\$20.00	\$20.00	\$20.00
Generator-Multiquip 25KW Portable (2 Available)	\$25.00	\$25.00	\$25.00
Generator-Magnum 56KW Portable (1 Available)	\$35.00	\$35.00	\$35.00
Generator-Small Portable	\$20.00	\$20.00	\$20.00
High Pressure Washer - Apache 3000PSI	\$15.00	\$15.00	\$15.00
Light Towers (trailer mounted) 4 Magnum & 4 Allmand diesel 4 lights (8 Available)	\$20.00	\$20.00	\$20.00
Manlift - Genie Gs2646 Scissor Lift (Laborer Not included)	\$15.00	\$15.00	\$15.00
Oil Pot, 200gal (Material extra) (4 Available)	\$20.00	\$20.00	\$20.00
Pump - Flygt 4" Sump - generator additional (3 Available)	\$15.00	\$15.00	\$15.00
Pump - 3" Sump or smaller -generator additional	\$10.00	\$10.00	\$10.00
Saw, Cut Off or Chain Saw	\$15.00	\$15.00	\$15.00
Sewer Camera	\$20.00	\$20.00	\$20.00
Slurry Tanker, 800gal (Material extra)	\$25.00	\$25.00	\$25.00
Wacker, Stomper Compactor	\$20.00	\$20.00	\$20.00
Wacker, Vibratory Plate	\$15.00	\$15.00	\$15.00
Wacker, Vibratory Plate Heavy -Turtles	\$25.00	\$25.00	\$25.00
Winch, WARN for Excavator Attachment	\$15.00	\$15.00	\$15.00

EQUIPMENT DESCRIPTION	Billing Rate Straight Time	Billing Rate Overtime	Billing Rate Double Time
GPS			
GPS Base & Pole Equipment	\$12.00	\$12.00	\$12.00
GPS Base & ATV/Pole Equipment	\$22.00	\$22.00	\$22.00
GPS Base & Equipment Mount (GPS Equipment only)	\$30.00	\$30.00	\$30.00
TRAFFIC CONTROL			
F550 Cone Truck with w/Driver & Cones	\$162.00	\$186.00	\$210.00
Arrow Board - Daily Rate (8 hours) (4 Available)	\$125.00	\$125.00	\$125.00
Arrow Board - Weekly Rate (40 hours)	\$400.00	\$400.00	\$400.00
Arrow Board - Monthly Rate (160 hours)	\$925.00	\$925.00	\$925.00
Message Board - Daily Rate (8 hours) (8 Available)	\$165.00	\$165.00	\$165.00
Message Board - Weekly Rate (40 hours)	\$400.00	\$400.00	\$400.00
Message Board - Monthly Rate (160 Hours)	\$1,250.00	\$1,250.00	\$1,250.00
AFAD-Automatic Flagger (8 hours per each unit)	\$160.00	\$160.00	\$160.00

CAMERON PARK COMMUNITY SERVICES DISTRICT
* POLICY GUIDE SERIES 3000-OPERATIONS*

POLICY TITLE: Purchasing/Expense Authorization

POLICY NUMBER: 3100

3100.10 The purpose of this section is to provide a general code of conduct for all personnel who may be engaged in the District's purchasing function. It is essential that all personnel involved in the procurement process conduct themselves in a manner that maintains impartiality and complete objectivity, to meet the continuing scrutiny of suppliers and the public.

As a District, we are committed to conduct our business in an ethical and professional manner, in compliance with applicable laws, regulations and codes; so we are correctly perceived to be an ethical and professional organization of dedicated and competent individuals of the highest integrity and credibility, producing quality, value added services that contribute significantly to the needs of our customers and community.

In dealings with the business community, it is necessary to exercise a strict rule of personal conduct to ensure that business relations are not compromised or even have the appearance of being compromised. The District's reputation for fairness and integrity in dealing with suppliers and others must always be maintained.

Public service is a public trust. Each District employee has a responsibility to the citizens of the District for honesty, loyalty and the performance of their duties under the highest ethical principles. Ethical concepts of public purchasing obligate every purchasing official to an impeccable standard of ethics and personal conduct.

Purchases made for the District shall be in conformance with the approved budget and this policy.

3100.20 The District authorizes the General Manager to appoint a Purchasing Agent(s) and gives the Purchasing Agent authority to purchase, to negotiate or to contract for goods, services, supplies and equipment as required by the District's using departments. All persons involved in the purchasing function shall:

3100.21 Comply with the District purchasing procedures as outlined herein.

Approved by the Board September 2011
Revised 11/20/19 Regular Board Meeting
Revised 6/17/20 Regular Board Meeting

3100.22 To buy on the basis of value, recognizing that value represents a combination of quality, service and price that assures the greatest economy to the District.

3100.23 To be courteous and considerate in all District dealings.

3100.24 To recognize that permanent business relationships should be established on the basis of honesty and fair dealings.

3100.25 To be prompt in all appointments and to negotiate with reasonable speed.

3100.26 To avoid statements that might injure or discredit legitimate suppliers and to avoid disclosure of confidential information that might give an unfair advantage in a competitive business transaction.

3100.27 To recognize that character is an important asset in commerce and should be given major consideration in the selection of sources of supply or service.

3100.28 To adjust claims and settle disputes on the basis of facts and fairness.

3100.29 To decline politely any gratuity or accommodation with a cumulative value of \$50.00 for any calendar year, from any one supplier, vendor, or firm with whom the District is currently doing or could potentially do business. All decisions and actions regarding procurement should be based upon proper business considerations, and purchasing decisions should not be influenced in any way by personal gain. However, any offering from a vendor, or potential vendor, which has been given to a group and which is kept and/or consumed on the premises, would not be considered inappropriate. The District is subject to California law regarding conflict of interest, including receipt of gifts or entertainment. Vendors are requested to cooperate in this regard.

3100.30 DEFINITIONS

A. Bid/Proposal - The written offer of a bidder to furnish and /or deliver specific items, or perform and execute work or services.

B. Invitation to Bid - An invitation, extended to a vendor by telephone, fax, letter or e-mail, inviting a quotation for furnishing and/or delivering specific items or to perform or execute contemplated work or services.

C. Bid - Same as proposal, except may be verbal.

D. Bidder - An individual, firm, or corporation or qualified representative thereof, submitting a bid or proposal to furnish and/or delivering specific items or to perform or execute contemplated work or services. It is the responsibility of the bidder to read all documents contained in the specifications carefully and follow the directions in the bid packet. Bidders are responsible for the timely submission of their bid/proposal. Bidders are responsible for reporting errors or omissions detected, in writing, to the District representative.

E. Successful Bidder - The individual, firm, corporation, or qualified representative thereof, capable of delivering materials or supplies, or performing or executing the contemplated work or service required by the District.

F. Purchasing Agent - The General Manager or designee appointed by the General Manager acting within the scope of his or her delegated authority in the procurement of goods and services.

G. Blanket Purchase Order – Is issued to selected vendors, on an annual basis with the approval of the Purchasing Agent, for use by District employees to procure repetitive, high volume, low dollar value items on a continuing basis.

H. Published Public Notice – Notice inviting bids shall be published in a newspaper of general circulation once a week for two consecutive weeks, with five days between each publication. The Purchasing Agent shall also solicit bids from responsible prospective suppliers from bidder lists maintained by the Purchasing Agent and may advertise the notice inviting bids in applicable publications and websites readily accessible to the public.

I. Inspection and Review – The Purchasing Agent or designee shall require the inspection of supplies and equipment delivered and contractual services performed to determine conformance with the specifications and requirements set forth in the order or contract.

3100.40 When procuring goods or services the following authorization limits apply to all purchases, provided such expenditures are within the budget limitations, excepting those that are Public Works projects.

3100.40.1 Public Notice – Purchases greater than \$125,000

Authority to award – Board of Directors. Formal bid or Request for Proposal process is required

3100.40.2 Formal Bid – Purchases from \$25,000 - \$125,000

Authority to award – Board of Directors. Formal bid or Request for Proposal process is required. Award to the lowest cost, responsive, responsible bidder. Staging of purchases in order to avoid authorization limits is prohibited.

3100.40.3 Open Market – Purchases between \$5,000 and less than \$25,000

Authority to award - \$5,000 to \$24,999 - General Manager

A written quotation must be received from three competitive sources. Award bid to the lowest cost, responsive, responsible bidder. Staging of purchases in order to avoid authorization limits is prohibited.

3100.40.4 Small Purchases – Purchases less than \$5,000

Authority to award – Department head or authorized designee. Seek competitive quotations or rotate awards to local vendors. Award to the lowest cost, responsive, responsible bidder.

3100.40.5 CMAS - California Multiple Award Schedules (CMAS) Offers a wide variety of commodity and information technology products and services at prices that have been assessed to be fair, reasonable and competitive. The use of these contracts is optional and is available ONLY to California State and Local Government agencies. Without having to go to bid, an agency may request a copy of the CMAS contract from the contractor of choice; select the products and services to be ordered; and, send the purchase order directly to the contractor. CMAS charges a small fee for this service. In addition, District I.T. staff is authorized to use a similar source, the Western States Contracting Alliance.

3100.50 Cash Disbursement lists are presented to the Budget and Administration Committee Board of Directors each month. These expenses are contained in the budget and are, therefore, previously approved by the Board.

3100.60 Department Heads are responsible for limiting expenditures to those amounts appropriated by the Board of Directors. Should a purchase order exceed a department's budgeted appropriation, the Department shall take an amendment to their budget to the Board for approval.

3100.70 Checks issued by the District require the signatures of the Board President and the General Manager or his/her designee.

3100.80 The General Manager is designated as the District's Treasurer by action of the Board of Directors. (California Government Code Section 61240)

3100.90 Directors or staff may be reimbursed for out-of-pocket approved expenses relating to District business and verified by a valid receipt.

3100.100 Contracts for goods or services greater than \$25,000 shall be awarded by competitive sealed bidding. Notice inviting bids shall be publicized according to formal bid procedures included herein or required by law.

3100.110 The General Manager, acting as the District's Purchasing Agent, is authorized to negotiate all contracts and to award contracts up to \$25,000. The Board of Directors approval is required for all awards greater than \$25,000.

3100.120 Award of Bid – Purchases shall be awarded after consideration of the following factors:

- A. The amount of the bid price
- B. The ability, capacity and skill of the bidder to perform the contract or provide the service required.
- C. The ability of the bidder to perform the contract or provide the service promptly or within the time specified, without delay or interference.
- D. The reputation and experience of the bidder.
- E. The previous experience of the District with the bidder.
- F. The previous and existing compliance by the bidder with the laws and ordinances.
- G. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service.
- H. The quality, availability, and adaptability of the supplies or contractual services to the particular use required.

I. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract.

J. The number and scope of conditions attached to the bid.

K. The purchase of products, whenever feasible, containing the highest amount of post-consumer and recovered materials practicable. In all cases, these products must meet reasonable performance standards, and be readily available at a competitive price. In addition, all equipment bought, leased or rented shall, whenever feasible, be compatible with the use of recycled products purchased by the District.

3100.130 Rejection of Bids – The District reserves the right to reject all bids, or all bids for any one or more goods or services included in the proposal, when such rejection is in the best interest of the taxpayers of the District.

3100.140 Deviations from Instructions - Quotations and/or bids submitted to the District, which do not substantially comply with the instructions for bidding may be rejected regardless if the invitation to bid is by telephone, letter or Notice Inviting Bid. Any unauthorized condition, limitation, provision, or substitute item by the bidder in a quotation may be cause for its rejection.

3100.150 Price Discrepancies - Other than in obvious cases to the contrary, the bid price shown in words, in a written proposal shall take precedence over the bid price shown in numbers, should any discrepancy exist. Also, other than obvious cases to the contrary, the bid price shown in the unit price will take precedence over the extension.

3100.160 Bid Closing Date and Hour - Bids received after a bid closing date and hour will not be considered and will be returned unopened to the bidder.

3100.170 Bonds - Bid deposits, Payment Bonds by an admitted surety carrier in California and Faithful Performance Bonds shall be furnished to the District by all bidders and successful bidders when and as specified by the Purchasing Agent. In addition to bonds, all insurance conditions established by the District must be met.

3100.180 Bidder Pre-qualifications - The Purchasing Agent may require prequalification of bidders and may require bidders to provide information for the purpose of preparing and maintaining lists of qualified bidders. Prequalification shall be based on any available information, including but not limited to information provided by the bidder. A bidder's name may be removed from the list of qualified bidders for any of the following reasons:

- A. Failure to respond to questionnaires issued by the Purchasing Agent or to provide a financial statement or other information as may be requested;
- B. Failure to respond to three consecutive invitations or requests for bids or quotations on a service or item offered by the bidder;
- C. Failure to satisfactorily perform under a previous purchase order or contract;
- D. Failure to respond to any inquiry from the General Manager or Purchasing Agent regarding whether the bidder continues to be interested in doing business with the District;
- E. Submission to the Purchasing Agent by the bidder of a written request to be removed from the list of qualified bidders;
- F. Change in qualifications of a bidder to the extent that the bidder no longer meets the minimum requirements applicable to bidders offering the services or items offered by the bidder.

3100.190 Formal Bid Procedure

- A. Formal bids (purchases greater than \$25,000), including specifications, terms and conditions, are mailed to potential vendors, advertised in the public notice section of the local newspaper, e-mailed and posted on the District's web site. Bids must be received in a sealed envelope to the Purchasing Agent by the bid opening date and time. Fax copies of bids are not considered.
- B. Public Works projects over \$5,000 are subject to bidding and other requirements set forth in statutes.
- C. District projects are considered "Public Works" projects, requiring compliance with applicable Prevailing Wage laws, when it is paid for in whole or in part out of public funds. California Labor Code Sections 1720 and 1771 require prevailing wages to be paid on "public works" contracts and all maintenance work that exceeds one thousand (\$1,000). On Public Works projects, contractors must pay workers not less than the applicable prevailing rate of per diem wages as established by the U. S. Department of Housing and Urban Development and the California Director of Industrial Relations.
- D. Sealed bids shall be submitted to the Purchasing Agent, or his or her designee, and shall be identified as bids on the envelope. The Purchasing Agent shall publicly open all bids at the time and place stated in the public notice and tabulate. All bids received will be available for public inspection in the District office for a period of at least 30 days following the bid opening.

3100.200 Exceptions to Competitive Bidding – Provisions requiring competitive bidding shall not apply to the following instances:

- A. Contracts involving the acquisition of professional or specialized services, such as, but not limited to, services rendered by architects, attorneys, engineers, and other specialized consultants.
- B. Where the District's requirements can be met solely by a single patented article or process.
- C. To situations where no bids have been received following bid announcements under provisions of this policy.
- D. When a purchase involves goods of a technical nature, where it would be difficult for a vendor to bid on a standard set of specifications, the Purchasing Agent shall undertake a thorough review of known products and a comparison of features that most closely meet the District's need at the least cost.
- E. When another public agency (district, city, county or state) has administered a competitive bid process within the past two years for the same or substantially similar supplies, services or equipment.
- F. When the Board of Directors specifically waives the competitive bid process and authorizes staff to purchase equipment or award a contract by four-fifths vote.
- G. Any request for an exception or waiver under this section shall include the nature of the contract, amount of the contract, and the reasons why competitive bidding is not feasible.
- H. The General Manager may authorize the purchase of materials, supplies, equipment and services where an emergency is deemed to exist and it is determined that service involving public health, safety or welfare would be interrupted if the normal procedures were followed. All emergency purchases which would otherwise require formal bidding shall be submitted to the Board of Directors for ratification at the next Board Meeting after the purchase is authorized.

3100.210 C.O.D. Purchases - Some limited situations may require cash or check at the time goods or services are delivered. This is an exception to normal procedure. One method for accomplishing the purchase exists:

- A. With prior approval of the Department Head, an employee may expend personal funds for goods or services. Said employee shall submit a "Request for Reimbursement" along with the receipt to the Department Head for approval. After approval, both items shall be forwarded to the Finance Division for reimbursement.

3100.220 Contracts for Professional Services – The General Manager or his designee may negotiate and approve contract services. After the requesting department has received the General Manager’s approval, the department will forward the contract for the General Manager’s signature. Contracts exceeding \$25,000 shall follow the formal bid process and, when completed, the contract will be forwarded to the attorney for approval as to form and agendized for the Board’s for approval. The General Manager will sign the contract. Public contracting statutes are contained in the California Public Contract Code. Other sources of public contracting statutes can be found in the Public Resources Code, Business and Professional Code, Civil Code, Government Code, Labor Code and Code of Regulations.

Credit Card

3100.230 The District will issue Credit Card to the designated employee with purchasing authority. The purpose of the Credit Card is for the purchase of supplies, materials, and equipment used in the day-to-day operations of the District. **The preferred method of payment set by the district is payment with a District check and an invoice from established vendors on file with the Finance Department.** Credit Card purchases require prior approval from the Department Head.

3100.231 Credit Card and Purchasing limits will be requested in writing by the Department Head and approved by the General Manager.

3100.282 Instructions and Procedures from the Finance Office will be issued to each Department Head and designated employee upon issuance of the card or whenever there are changes in the instructions and procedures. The contents will discuss

- Card limits and use restrictions
- The procedures for handling the card, and

- 3100.283** Responsibilities pertaining to processing of the monthly statement. Accidental use of the card for personal use will be remedied by repayment from the employee to the District within the statement period.
- 3100.284** Unreimbursed accidental personal use within the statement period or fraudulent use of the card is cause for dismissal.
- 3100.285** The Finance Department will ensure the Credit Card expenditures are in compliance with internal controls with supporting documentation, signatures, and timeliness are followed.
- 3100.286** Annually, each holder of the card will annually acknowledge in writing the receipt of training and instruction on use of the Credit Card.

Multi Plate Single Radius Arch example





Agenda Transmittal

DATE: February 15, 2023

FROM: André Pichly, General Manager

AGENDA ITEM #15: **RECOMMENDATIONS FOR CHANGES TO STRATEGIC FOCUS AREAS AND OBJECTIVES IN THE 2021-2026 STRATEGIC PLAN**

RECOMMENDED ACTION: REVIEW AND APPROVE

Introduction

The General Manager suggested to the Board of Directors at the January 18, 2023 Board meeting that some of the Strategic Focus Area titles and some Objectives be updated or removed. The Board directed the General Manager to return to the February Board meeting with recommendations for changes. The changes are noted as ~~striketroughs~~ for wording to be removed and/or *italicized/underlined* for additions.

Strategic Plan 2021-2026: Strategic Focus Areas

Strategic Focus Areas represent the identified areas of strategic action over the next five years. The Focus Areas are derived from the Board of Directors' work regarding the District's Vision. Each Focus Area is intended to meet a specific objective within the next five years. That objective is supported with a strategy and an implementation plan that is proposed by District staff and endorsed by the Board of Directors.

E.1 Financial Stability: ~~Element Objective and Strategy:~~ Our objective in the area of finance is to ensure the long-term fiscal health of the District. To do this, our strategy is to utilize best accounting practices and tools, conduct practical and realistic financial forecasting, seek optimal revenue sources, and acknowledge available financial resources to support the District vision and services.

- **E.1.a** Develop and implement an annual budget that is operationally balanced and allocates appropriate funds to preserve and improve the District's assets.
- **E.1.b** Annually update a 5-year budget projection.
- **E.1.c** Develop a funding plan for capital asset reserves and long term obligations.
- **E.1.d** Seek new revenue enhancement opportunities, such as expanded service fees and grants, for all District functions.
- **E.1.e** ~~Implement a Solar Energy project to save utility costs.~~ *Monitor Solar Energy system performance to understand savings and value of investment.*
- **E.1.f/g** Pursue annexation of properties within the Sphere of Influence

- **E.1.h** Actively manage Lighting and Landscape District budgets and fund balances to address excessive or insufficient fund balances; engage residents of LLADs for transparency.

E.2 Firewise Community: *Enhanced Fire Protection and Emergency Response Services:*

Our objective is to create a Firewise Community and to provide a high level of fire protection and advanced live support services to the residents. Our strategy is to educate property owners, seek community involvement, and actively implement the District's Weed and Rubbish Abatement Ordinance to reduce fire fuels in the community.

- ~~E.2.a Complete the education and fuels reduction projects funded by the California Climate Investment Grant, which includes working with the El Dorado County Department of Transportation, to establish clearance along major roadways.~~
- **E.2.c** Work on the expansion and improvement of Fire Station 88, for the wellbeing of fire station personnel.
- ~~E.2.d Achieve national recognition as a~~ *Support the grassroots efforts of District residents to establish* Firewise Community *status* which enables benefits to residents with homeowner insurance policies
- **E.2.e** Seek grants that will support fire protection and advanced life support services, and fuels reduction efforts.
- **E.2.f** Continue to implement the District's Weed and Rubbish Abatement Ordinance to reduce the wildfire risk in the community.

E.3 Create Community: *Enhanced Community Services:* Our objective is to provide positive, memorable experiences and establish strong relationships with residents. Our strategy is to create a feeling of community through caring service delivery and programs that meet the changing needs of the community.

- **E.3.a** Secure funding and implement priority projects outlined in the 2020 Park Improvement Plan and a park sign program.
- **E.3.b** Enhance communications to community organizations and residents regarding the District's services, including print, in-person, website and social media; ~~explore opportunities to more actively engage on Next Door platform.~~
- **E.3.c** Seek feedback, especially reaching out to under-served areas of the community, to assess effectiveness of District services and plan for improvements. Look for process efficiencies with technology.
- **E.3.d** Build strong relationships with service clubs and community organizations expanding the District's ability to provide programs and services.
- **E.3.e** Examine benefits/constraints of charging entry fees at Cameron Park Lake.

- **E.3.f** To maintain an attractive, welcoming community, the CC&R office will update its processes and services in alignment with industry standards, and focus on education and engagement with residents to achieve residential compliance.
- **E.3.g** To improve messaging regarding CC&Rs in Cameron Park, staff will present a study of the pros/cons and process of consolidating CC&Rs into one or fewer documents to CC&R Committee

E.4 Good Governance: Our objective is for the Board of Directors to be a cohesive and effective governing board. Our strategy is to engage in continued special district education, adhere to District Board policies, follow good governance practices, and strengthen the workforce to achieve the District’s Vision.

- **E.4.a** Maintain Special District Leadership Foundation’s Transparency Certificate
- **E.4.b** Achieve Special District Leadership Foundation’s District of Distinction certificate.
- **E.4.c** Provide education opportunities for board members, appointed community members, residents and management staff regarding the value and role of special districts, services provided by the District, functions of the Board of Directors and good governance practices.
- **E.4.d** Provide professional development opportunities for all employees.
- **E.4.e** Review and initiate appropriate changes in the staff organizational chart to provide advancement within organization.

E.4 Environmental Sustainability Our objective is to contribute to the overall environmental health of our community. Our strategy is to consider environmental impacts when making decisions regarding the District’s services and operations.

- **E.5.a** Approve a policy to guide the Board and staff in making environmentally sustainable decisions.
- **E.5.b** Educate residents about benefits and opportunities for re-use and recycling.
- **E.5.c** Implement water conservation strategies in parks and facilities.
- **E.5.d** Effectively implement new waste collection and recycling mandates.

Recommendation

Staff recommends that the Board of Directors review the suggested changes, consider their own modifications, and ask the General Manager to return with a draft for approval at a future meeting of the Board. The Board may also consider rejecting any and all changes and choose to leave the document as written.

Attachment (via Hyperlink)

15.a – [2021-2026 Strategic Plan](#)



Agenda Transmittal

DATE: February 16, 2022

FROM: André Pichly, General Manager

AGENDA ITEM #16: DISTRICT WORK PLAN 2022

RECOMMENDED ACTION: REVIEW AND APPROVE

The Cameron Park Community Services District Board of Directors' Standing Committees reviewed, discussed and updated the 2021 Work Plan. Below lists the 2022 Work Plans for each Standing Committee as developed by staff and committee members, and has been reviewed and drafted by the General Manager for the Board of Directors consideration and approval.

Budget and Administration Committee

Strategic Plan 2021-2026: Strategic Focus Areas

- **E.1 Financial Stability:** Our objective in the area of finance is to ensure the long-term fiscal health of the District. To do this, our strategy is to utilize best accounting practices and tools, conduct practical and realistic financial forecasting, seek optimal revenue sources, and acknowledge available financial resources to support the District vision and services.
 - **E.1.a** Develop and implement an annual budget that is operationally balanced and allocates appropriate funds to preserve and improve the District's assets.
 - **E.1.b** Annually update a 5-year budget projection.
 - **E.1.c** Develop a funding plan for capital asset reserves and long term obligations.
- **E.3 Create Community:** Our objective is to provide positive, memorable experiences and establish strong relationships with residents. Our strategy is to create a feeling of community through caring service delivery and programs that meet the changing needs of the community.
 - **E.3.e** Examine benefits/constraints of charging entry fees at Cameron Park Lake.
- **E.4 Good Governance:** Our objective is for the Board of Directors to be a cohesive and effective governing board. Our strategy is to engage in continued special district education, adhere to District Board policies, follow good governance practices, and strengthen the workforce to achieve the District's Vision.

- **E.4.b** Achieve Special District Leadership Foundation’s District of Distinction certificate.
- **E.4.c** Provide education opportunities for board members, appointed community members, residents and management staff regarding the value and role of special districts, services provided by the District, functions of the Board of Directors and good governance practices.

Recommended Work Plan Goals for the Finance Office and Administration

- Conduct a salary survey and compensation analysis by December 31, 2023. *(Meets Strategic Focus Area - E.1.a)*
- Update Browning Reserves Study by December 31, 2023. *(Meets Strategic Focus Area - E.1.c)*
- Conduct a cost allocation study for recreation, parks and facility rentals, fire inspection, and architectural review fees by December 31, 2023. *(Meets Strategic Focus Area - E.1.a)*
- Complete review of 2012-2026 Strategic Plan by December 31, 2023.

CC&R Committee

Strategic Plan 2021-2026: Strategic Focus Areas

- **E.3 Create Community:** Our objective is to provide positive, memorable experiences and establish strong relationships with residents. Our strategy is to create a feeling of community through caring service delivery and programs that meet the changing needs of the community.
 - **E.3.f** To maintain an attractive, welcoming community, the CC&R office will update its processes and services in alignment with industry standards, and focus on education and engagement with residents to achieve residential compliance.
 - **E.3.g** To improve messaging regarding CC&Rs in Cameron Park, staff will present a study of the pros/cons and process of consolidating CC&Rs into one or fewer documents to CC&R Committee.

Recommended Work Plan Goals for CC&R

- Using the M.A.A.T approach to develop a Project Specific Abatement Collaborative to address chronic problem properties within the District and for the CC&R Committee to write letter of support by July 31, 2023. *(Meets Strategic Focus Area - E.3.f)*

- Investigate hiring a consultant to do an assessment of CC&R operations and make recommendations by December 31, 2023. *(Meets Strategic Focus Area - E.3.f and E.3.g)*
- Investigate hiring a consultant to develop a master plan for CC&Rs and architectural review by December 31, 2023. *(Meets Strategic Focus Area - E.3.f and E.3.g)*

Fire & Emergency Services Committee

Strategic Plan 2021-2026: Strategic Focus Areas

- **E.2 Firewise Community:** Our objective is to create a Firewise Community and to provide a high level of fire protection and advanced life support services to the residents. Our strategy is to educate property owners, seek community involvement, and actively implement the District’s Weed and Rubbish Abatement Ordinance to reduce fire fuels in the community.
 - **E.2.a** Complete the education and fuels reduction projects funded by the California Climate Investment Grant, which includes working with the El Dorado County Department of Transportation, to establish clearance along major roadways.
 - **E.2.c** Work on the expansion and improvement of Fire Station 88, for the wellbeing of fire station personnel.
 - **E.2.d** Achieve national recognition as a Firewise Community which enables benefits to residents with homeowner insurance policies
 - **E.2.e** Seek grants that will support fire protection and advanced life support services, and fuels reduction efforts.
 - **E.2.f** Continue to implement the District’s Weed and Rubbish Abatement Ordinance to reduce the wildfire risk in the community.

Recommended Work Plan Goal for the Fire & Emergency Services Committee

- Complete 100% of State mandated occupancy inspections by December 31, 2023.
- Develop a system for tracking rental expenses and maintenance costs by July 1, 2023.
- Identify a funding source for a Fire Master Plan and issue an RFP to contract with a consulting firm by July 1, 2023. *(Meets Strategic Focus Area - E.2.c)*

Parks and Recreation Committee

Strategic Plan 2021-2026: Strategic Focus Areas

- **E.3 Create Community:** Our objective is to provide positive, memorable experiences and establish strong relationships with residents. Our strategy is to create a feeling of community through caring service delivery and programs that meet the changing needs of the community.
 - **E.3.a** Secure funding and implement priority projects outlined in the 2020 Park Improvement Plan and a park sign program
 - **E.3.c** Seek feedback, especially reaching out to under-served areas of the community, to assess effectiveness of District services and plan for improvements. Look for process efficiencies with technology.
 - **E.3.e** Examine benefits/constraints of charging entry fees at Cameron Park Lake

Recommended Work Plan Goals for Parks & Recreation

- Update Browning Reserves Study and Park Improvement Plan by July 1, 2023. *(Meets Strategic Focus Area - E.3.a)*
- Implement community-wide survey inquiring about community wants and needs by December 31, 2023. *(Meets Strategic Focus Area - E.3.c)*
- Identify and implement communication data base and identify funding source by December 31, 2023. *(Meets Strategic Focus Area - E.3.c)*

Attachments (via hyperlinks)

16.a - [2021-2026 Strategic Plan](#)

16.b – [Fire Department Master Plan and Capital Improvement Plan 2015-2020](#)

16.c – [Park Improvement Plan](#)

16.d - [Browning Reserve Study](#)



Agenda Transmittal

DATE: February 15, 2023

FROM: André Pichly, General Manager
Jason Epperson, District Counsel

AGENDA ITEM #17: **DECLARATION OF EMERGENCY FOR CAMERON PARK CSD**

RECOMMENDED ACTION: **APPROVE RESOLUTION 2023-09**

Introduction

The major storm that impacted the Cameron Park area on Saturday, December 31, 2022, caused damage to District parks and facilities. All nine parks in our system experienced some level of damage from this 200-year event, and the ongoing series of storms has also contributed to other issues such as fallen trees, flooded turf areas where water is slow to recede, and rutted decomposed granite paths due to parks maintenance vehicles driven on them. The most significant damage was to the entry road at Cameron Park Lake where a section of roadway collapsed due to a failed culvert that conveyed water in Deer Creek under the roadway and into the Lake inlet. In addition, the Community Center experienced leaks in its roof system as a result of the storm.

Discussion

District policy 3005.5 permits the declaration of a "District Emergency" by the Cameron Park Community Park District Board of Directors when conditions exist within the District which imperil the health or safety of District staff or community members. On January 4, 2023, Governor Gavin Newsome proclaimed a State of Emergency throughout California due to storms imperiling life and safety by bringing heavy rainfall, flooding, strong winds, and falling debris. On January 8, 2023, the President of the United States declared an emergency in California due to said storms and storm damage. The District suffered severe storm damage from on or about December 31, 2022 through January 4, 2023, and that damage creates a risk to the health, safety, and wellbeing of the members of the District and District staff by, among other things, limiting the ability of emergency vehicles to and from Cameron Park Lake, incurring significant expenses in repairs and safety measures, and requiring the District to take other emergency measures to protect life, health, and property.

Recommendation

Staff recommends that the Board of Directors, by way of resolution, declare that an emergency exists throughout Cameron Park Community Services District as a result of storms, storm damage, and flooding, and that the General Manager be authorized to take all actions necessary and seek additional sources for assistance in order to protect life, health, and wellbeing of the citizens of Cameron Park, as well as public property and infrastructure, and is authorized to coordinate with other local and state authorities and entities in order to assist and acquire resources for doing so.

Attachment:

17.a -Resolution 2023-09

RESOLUTION NO. 2023-09
of the Board of Directors
of the Cameron Park Community Services District
February 15, 2023

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CAMERON PARK
COMMUNITY SERVICES DISTRICT DECLARING EXISTENCE OF LOCAL EMERGENCY**

WHEREAS, Cameron Park Community Services District (“District”) Policy Handbook, policy number 3005.5, permits the declaration of a “District Emergency” by the Cameron Park Community Park District Board of Directors when conditions exist within the District which imperil the health or safety of District staff or community members; and

WHEREAS, on January 4, 2023, Governor Gavin Newsome proclaimed a State of Emergency throughout California due to storms imperiling life and safety by bringing heavy rainfall, flooding, strong winds, and falling debris; **and**

WHEREAS, on January 8, 2023, the President of the United States declared an emergency in California due to said storms and storm damage; **and**

WHEREAS, the District suffered severe storm damage from on or about December 31, 2022 through January 4, 2023, and said damage included flooding, destruction of ingress and egress from Cameron Park Lake, downed trees, falling debris, damaged fencing, and severe damage to trail/walking paths due to fast moving flood waters from overflowing creeks in Gateway Park and Rasmussen Park, and leaking in Community Center roof systems **and**

WHEREAS, said storm damage creates a risk to the health, safety, and wellbeing of the members of the District and District staff by, among other things, limiting the ability of emergency vehicles to and from Cameron Park Lake, incurring significant expenses in repairs and safety measures, and requiring the District to take other emergency measures to protect life, health, and property.

NOW, THEREFORE BE IT PROCLAIMED AND RESOLVED, that an emergency exists throughout Cameron Park Community Services District as a result of storms, storm damage, and flooding; **and**

BE IT FURTHER PROCLAIMED AND RESOLVED, that the General Manager of Cameron Park Community Services District is authorized to take all actions necessary and seek additional sources for assistance in order to protect life, health, and wellbeing of the citizens of Cameron Park, as well as public property and infrastructure, and is further authorized to coordinate with other local and state authorities and entities in order to assist and acquire resources for doing so; **and**

BE IT FURTHER PROCLAIMED AND RESOLVED, that this resolution is effective immediately upon adoption by the Board of Directors of Cameron Park Community Services District.

PASSED AND ADOPTED BY THE Board of Directors of the Cameron Park Community Services District at a meeting held on 15th day of February 2023, by the following vote of said Board:

AYES:

NOES:

ABSENT:

ATTEST:

Director Sidney Bazett, President
Board of Directors

André Pichly
General Manager



Agenda Transmittal

DATE: February 15, 2023

FROM: André Pichly, General Manager
Christina Greek, Finance Officer

AGENDA ITEM #18: **APPROVE ADDITIONAL SERVICES AGREEMENT WITH
CALLENDAR ASSOCIATES FOR WORK OUTSIDE THE ORIGINAL
SCOPE AND CONTRACT**

RECOMMENDED ACTION: **APPROVE RESOLUTION 2023-10**

Introduction

Over the course of completing the construction documents for the Cameron Park Splash Pad project, the District has requested extra work requests from Callandar Associates that was above and beyond their original scope and contract. Much of it has been outside of their control, but has been necessary to keep the Board informed during the process. In an effort to keep the project moving forward Callandar Associates have tracked their work time and is requesting additional fees to help offset their expenditures on the project. They report that those efforts, as well as a complicated county approval process, has pushed their over budget by \$24,000.00 above the contract amount. Per a discussion with the General Manager, they are requesting only half of that amount.

Fiscal Impact

The total amount of the Additional Services Agreement is \$24,000.00. Callandar Associates is requesting 50% of that cost or \$12,000.00. The funds for this payment would come out of Park Impact Fees.

Recommendation

Staff recommends that the Board of Directors Approve Resolution 2023-10 and consider a payment of \$24,000.00 to Callendar Associates for their construction document services. The Board should consider Callander Associates request of paying 50% of their budget or \$12,000.00

Attachments

18.a – Additional Services Authorization #3

18.b – Resolution 2023-10



Via Email

January 25, 2023

ADDITIONAL SERVICES AUTHORIZATION #3

TO: Andre Pichly
Cameron Park CSD
2502 Country Club Drive
Cameron Park, CA 95682

Phone: 530-350-4651
Email: APichly@cameronpark.org

RE: CAMERON PARK LAKE SPLASH PAD/ additional landscape architecture services

Dear Andre,

Per our previous discussion, over the course of completing the construction documents there has been various extra work requests from the District above and beyond our original scope and contract. As we discussed, much of it has been outside of our control and has been necessary to keep the board informed as they changed direction a few times during the process. We are happy to assist in those efforts but it has come at time and costs above our approved contract. In an effort to keep the project moving forward we have tracked those efforts and request additional fees to help offset our expenditures on the project. Those efforts, as well as a complicated county approval process has pushed us over budget by \$24,000 above the contract amount. As we discussed on the phone, we are requesting only half of that amount.

We request that \$12,000 be added to our 3.0 Construction Document Services. The following items describe the additional work.

Extra services include:

1. Splash Pad Redesign: After detailed design review and approval by the board, we submitted our 35% construction document set. The plans showed features reflecting previous board approval that met the budget. At this point the board wanted to re-visit the design and make substantial additions/modifications from the approved design. This included exploring options with features that were above and beyond the construction budget. We appreciate the changes/additions but it did take additional efforts to vet out and explore alternate designs, including work sessions with the board and correspondence with all parties involved.
2. Board Meetings: As part of the original contract, staff directed us to remove board meetings from the contract to keep the fees low since we had an approved design. During the process staff/board changed and then requested our attendance at multiple board meetings. We have attended four (4) additional board meetings along with preparing materials for presentation and information. This included drought information coordination with EID and the board,

researching other alternative designs, many phone calls and follow up research to keep staff and board informed on water use and restrictions.

- 3. Grant Assistance: Assist the district in securing additional funding via a grant. Assist the grant writer with exhibits, costs and exploring options and additional staff meetings.
- 4. Kayak Launch: Assist with design options and cost estimating to look at additional improvement options at the park to assist with the exploring to build something else in the park in lieu of the splash pad.


Compensation

3.0 Construction Documents (Lump Sum)	\$12,000
Total Estimated Compensation	\$12,000

Signatures

Sincerely,

Agreed and authorized to proceed:


 _____ 01/25/23

Benjamin W. Woodside, Principal date
 Callander Associates
 Landscape Architecture, Inc.

_____ date
 name of authorized representative

Attachments: Standard Schedule of Compensation dated 2023
 Notice: Landscape architects are licensed by the State of California.
 Terms and conditions are subject to change after ninety days.

**RESOLUTION NO. 2023-10
of the Board of Directors
of the Cameron Park Community Services District
February 15, 2023**

**APPROVING THE ADDITIONAL SERVICES AGREEMENT BETWEEN THE CAMERON PARK
COMMUNITY SERVICES DISTRICT AND CALLANDER ASSOCIATES**

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

WHEREAS, the District contracted with Callander Associates for landscape architecture services to further implement elements of the District's Park Improvement Plan and Cameron Park Lake Splash Pad; and

WHEREAS, the District has requested extra work requests from Callander Associates that was above and beyond the original scope and contract and;

WHEREAS, the extra work requests have been necessary to keep the Board informed during the Splash Pad design and permitting process, and;

WHEREAS, Callander Associates have tracked their work time and is requesting additional fees to help offset their expenditures on the project, and;

WHEREAS, their additional work and county approval process has pushed their over budget by \$24,000.00 above the contract amount, and;

WHEREAS, Callander Associates is requesting only half of that amount or \$12,000.00.

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

1. Approves the Additional Services Agreement between the Cameron Park Community Services District and Callander Associates; and
2. Authorizes the General Manager to sign and execute agreement.

PASSED AND ADOPTED by the Board of Directors of Cameron Park Community Services District, this 15th day of February 2023, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

Director Sidney Bazett, President
Board of Directors

André Pichly
General Manager



Budget and Administration Committee

Special Meeting

Wednesday February 8, 2023

6:30 p.m.

Cameron Park Community Center – Social Room

2502 Country Club Drive

Cameron Park, CA 95682

HYBRID TELECONFERENCE TEAMS MEETING LINK

https://teams.microsoft.com/l/meetup-join/19%3ameeting_ZDc1NjQ0NDgtZjg3OC00MzVjLTkyYjMtZDY1Y2ZkODA0OTZj%40thread.v2/0?context=%7b%22Tid%22%3a%227546519e-2cd5-4e2c-bed5-ac3d46eec8ff%22%2c%22Oid%22%3a%22b510e640-8ba3-421f-a075-694cad7ace01%22%7d

Agenda

Members: Chair, Sidney Bazett (SB), Vice-Chair, Director Monique Scobey (MS)

Alternate Director Tim Israel (TI)

Staff: André Pichly, General Manager; Christina Greek, Finance/HR Officer

CALL TO ORDER

ROLL CALL

Public testimony will be received on each agenda item as it is called. Principal party on each side of an issue is allocated 10 minutes to speak, individual comments are limited to 3 minutes except with the consent of the Committee; individuals shall be allowed to speak on an item only once. Members of the audience are asked to volunteer their name before addressing the Committee. The Committee reserves the right to waive said rules by a majority vote. All demonstrations, including cheering, yelling, whistling, handclapping, and foot stomping which disrupts, disturbs or otherwise impedes the orderly conduct of the Committee meeting are prohibited.

ADOPTION OF AGENDA

APPROVAL OF CONFORMED AGENDA

1. Conformed Agenda – none

OPEN FORUM

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

DEPARTMENT MATTERS

2. Designation of Budget & Administration Committee Chair and Vice Chair (oral, A. Pichly)
3. 2023 Work Plan (A. Pichly)
4. Culvert/roadway repair (A. Pichly)
5. Conversion of Lagoon well into a fire hydrant (M. Grassle via C. Greek)
6. Full Time Maintenance Worker I (M. Grassle via C. Greek)
7. First Responder Fee Policy (A. Pichly)
8. Executech contract (C. Greek)

Staff Updates

9. Check Register Review January 2023 (C. Greek)
10. Finance & Admin Staff Report (C. Greek, oral)

11. Items for Future Committee Meetings

12. Items to take to the Board of Directors

MATTERS TO AND FROM COMMITTEE MEMBERS & STAFF

ADJOURNMENT

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



Covenants, Conditions & Restrictions (CC&R) Committee Meeting

Monday, February 6, 2022

5:30 p.m.

Cameron Park Community Center – Social Room

2502 Country Club Drive

Cameron Park, CA 95682

HYBRID TELECONFERENCE TEAMS MEETING LINK

https://teams.microsoft.com/l/meetup-join/19%3ameeting_NGEwNjAwM2MtZmE5ZC00MGMzLWJmM2ItOGY1ZmI5YmFmMzBm%40thread.v2/0?context=%7b%22Tid%22%3a%227546519e-2cd5-4e2c-bed5-ac3d46eec8ff%22%2c%22Oid%22%3a%224f4c82c7-da83-408c-81ac-1e0e85add9b4%22%7d

Agenda

Members: Chair, Kelly Kantola (KK) V. Chair, Candace Hill-Calvert (CHC), Bob Dutta (BD)
Director Dawn Wolfson (DW), Director Eric Aiston (EA),
Alternate: Tim Israel (TI)

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

CALL TO ORDER

ROLL CALL

Public testimony will be received on each agenda item as it is called. The principal party on each side of an issue is allocated 10 minutes to speak, individual comments are limited to 3 minutes except with the consent of the Committee; individuals shall be allowed to speak on an item only once. Members of the audience are asked to volunteer their name before addressing the Committee. The Committee reserves the right to waive said rules by a majority vote. All demonstrations, including cheering, yelling, whistling, handclapping, and foot stomping which disrupts, disturbs or otherwise impedes the orderly conduct of the Committee meeting are prohibited.

APPROVAL OF AGENDA

1. APPROVAL OF CONFORMED AGENDA

- a. Conformed Agenda – CC&R Meeting – January 9, 2023

OPEN FORUM

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

DEPARTMENT MATTERS

2. Monthly Staff Report

- a. Open Violations, CC&R Violation Manager Case Detail Report (written report)
 - o Total Cases Open = 48
 - Initial Notices – 14
 - Referred to Legal – 2
 - Pre-Legal Notices – 2
 - Final Notices – 8
 - Referred to Outside Agency – 1
 - Courtesy Notices – 9
 - o Prior Month's Cleared Cases – 8
 - o Prior Month's New Cases – 8

- b. Architectural Review Projects – Period – January 2023
 - o Projects Reviewed – 21
 - o Projects Approved – 21

Summary of ARC Projects:

- o Roofs – 7
- o Solar – 7
- o Tree Removals – 0
- o Fences – 0
- o New Home Const. – 0
- o ADU/JADU – 2
- o Swimming Pool – 1
- o Exterior House Paint – 0
- o Landscape – 0
- o Deck – 1
- o Exterior Renovation – 1
- o Siding Replacement – 2
- o Detached Garage – 0
- o Gazebo/Pergola/Patio Cover – 0

3.Review and Provide Decision

Pre-Legal Request for:

- a. CCR21-1001 – 2431 Mellowdawn Way – Deer Trail Estates – Clause 2: Recreation vehicle restrictions on a boat improperly stored. – Special Provisions 11, improperly stored materials. (Attachment 3a)
- b. CCR21-1002 – 3003 Wilkinson Rd. – Deer Trail Estates - Clause 2: Recreation vehicle restrictions on a boat improperly stored. (Attachment 3b)
- c. CCR22-1086 – 3495 La Canada Dr. – Cameron Park N. 7 – Clause 13: Vehicle restrictions for a recreational trailer improperly stored. (Attachment 3c)

4.Discuss and Forward to the Board of directors

- a. 2023 Work Plan - J. Mog, A. Pichly (Attachments 4a)

5. Staff Updates

- a. CCR22-1023 – 4049 Lochaber Dr. – Cameron Valley Estates - Article II: Use Restrictions. Unpermitted structure on property. Owner has postponed abatement and notified both CC&R and County that the structure would be removed at the first of the year. Approved pre-legal was sent certified mail and not accepted by owner. Additional pre-legal sent regular mail. Case is moving to Legal notice from council.
- b. CCR22 – 1042 – 3380 El Dorado Royal. – Cameron Park N. 1 – Clause 4(f): Vehicle Storage Requirement. Previous big rig trailer was removed from side frontage of property and Cameron Park Dr. Later, Owner brought in a cargo trailer and is storing it in front of residence. This is the same type of violation as the previous big rig trailer and notice does not reset for violations of the same nature. Additionally, improperly stored items in front of garage. Additional pre-legal notice was sent when the cargo trailer was stored in frontage. Case is moving to Legal notice from council for improperly stored trailer item.
- c. CCR21-1041 – 2133 Carrillo Ct. – Bar J Ranch #2. – Clause 17: Vehicles. Legal notice was sent to owner on October 11, 2022. Action has not been taken to remove boat. Upon last inspection, boat was still present and not properly stored. Owner stated that they need to make improvements to allow boat behind fence line. Boat was to be removed until improvements were made. No applications for ARC review for improvements has been submitted as owner stated to legal counsel. Working with legal for next step toward legal action.
- d. CCR22-1040 2824 Hillcrest Dr. – Deer Creek Estates Unit B. – Special Provisions 13: Trailered items. Owner has been sent pre-legal notice. Inspection shows that there has been no removal of multiple commercial trailers to be screened behind fence line or off site. Moving case to Legal notice from council for improperly stored trailers.

5. Items for Future CC&R Committee Agendas

6. Items to take to the Board of Directors

MATTERS TO AND FROM COMMITTEE MEMBERS & STAFF

ADJOURNMENT



Fire and Emergency Services Committee
Tuesday, February 9, 2023
5:30 p.m.

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

HYBRID TELECONFERENCE TEAMS MEETING LINK

https://teams.microsoft.com/l/meetup-join/19%3ameeting_NjAwNTFIZTEtM2MxNC00N2Y5LWI0ZWYtMGU1ZDc1NjM5ZmMx%40thread.v2/0?context=%7b%22Tid%22%3a%227546519e-2cd5-4e2c-bed5-ac3d46eec8ff%22%2c%22Oid%22%3a%22b510e640-8ba3-421f-a075-694cad7ace01%22%7d

Special Meeting Agenda

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

Staff: General Manager André Pichly, Chief Dusty Martin

CALL TO ORDER

ROLL CALL

Public testimony will be received on each agenda item as it is called. Principal party on each side of an issue is allocated 10 minutes to speak, individual comments are limited to 3 minutes except with the consent of the Committee; individuals shall be allowed to speak on an item only once. Members of the audience are asked to volunteer their name before addressing the Committee. The Committee reserves the right to waive said rules by a majority vote. All demonstrations, including cheering, yelling, whistling, handclapping, and foot stomping which disrupts, disturbs or otherwise impedes the orderly conduct of the Committee meeting are prohibited.

ADOPTION OF AGENDA

APPROVAL OF CONFORMED AGENDA

1. Conformed Agenda – Fire & Emergency Services Committee Meeting – January 10, 2023

OPEN FORUM

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

DEPARTMENT MATTERS: GENERAL BUSINESS

2. **2023 Work Plan** – (A. Pichly, D. Martin) Staff report / action item / review, discuss and forward to the Board
3. **Update on Fire Master Plan consultant research** (D. Martin, A. Pichly) – Staff report / action item / discuss, endorse, and forward to the Board
4. **Station 88 facility relocation** (D. Martin) – Staff report / information only / not an action item
5. **Fire Prevention update** (K. Richards) No staff report / information only / not an action item

STAFF UPDATES

6. **Fire Department Report** – February 2023 (C. Siebert) – Staff report / Information only / Not an action item

ITEMS FOR FUTURE COMMITTEE AGENDAS

ITEMS TO TAKE TO THE BOARD OF DIRECTORS

MATTERS TO AND FROM COMMITTEE MEMBERS & STAFF

ADJOURNMENT

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



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

Cameron Park Community Center – Social Room

2502 Country Club Drive
Cameron Park, CA 95682

HYBRID TELECONFERENCE TEAMS MEETING LINK

https://teams.microsoft.com/l/meetup-join/19%3ameeting_YjY0NmQ2ZmUtZGU1My00OGEyLTk4MDQtZjM3ZTYzMzNkMjY3%40thread.v2/0?context=%7b%22Tid%22%3a%227546519e-2cd5-4e2c-bed5-ac3d46eec8ff%22%2c%22Oid%22%3a%22cd95757a-7d61-4242-8a02-987ab1636810%22%7d

Agenda

Members: Director Monique Scobey (MS), Director Tim Israel (TI), Alt. Director Sid Bazett

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

CALL TO ORDER

ROLL CALL

Public testimony will be received on each agenda item as it is called. Principal party on each side of an issue is allocated 10 minutes to speak, individual comments are limited to 3 minutes except with the consent of the Committee; individuals shall be allowed to speak on an item only once. Members of the audience are asked to volunteer their name before addressing the Committee. The Committee reserves the right to waive said rules by a majority vote. All demonstrations, including cheering, yelling, whistling, handclapping, and foot stomping which disrupts, disturbs or otherwise impedes the orderly conduct of the Committee meeting are prohibited.

APPROVAL OF AGENDA

APPROVAL OF CONFORMED AGENDAS

1. Conformed Agenda – Parks & Recreation Committee Meeting – January 9, 2023

OPEN FORUM

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

DEPARTMENT MATTERS

2. **2023 Work Plan Development** - (A. Pichly) Discuss and file
3. **Conduct in the Parks Report** – (A. Pichly) Discuss, endorse, and forward to Board
4. **Staff Oral & Written Updates**
 - a. **Receive and File** - Recreation Report (K. Vickers) Information only / Not an Action Item
 - b. **Receive and File** - Parks & Facilities Report (M. Grassle) Information only / Not an Action Item
5. **Items for March & Future Committee Agendas**
 - a. Registration Software Update (March)
 - b. Parks Gift Donation Program (March)
 - c. Pickle Ball Sound Mitigation task force report (April)
6. **Items to take to the Board of Directors**

MATTERS TO AND FROM COMMITTEE MEMBERS

ADJOURNMENT

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



Dear Cameron Park residents,

Like you, we are devastated by the damage caused by the recent storms. We are working hard to assess impacts from the floods and repair damaged infrastructure to help prevent additional flooding this winter. This includes coordinating with the County of El Dorado to secure federal disaster relief funding.

In addition to assessing and addressing current damage, we are engaging in long-term planning efforts to identify larger infrastructure improvements needed to protect residents, businesses, and their properties. As storms have shown to become more intense in recent years, we recognize the urgent need to protect residents from future disasters. We are partnering with the El Dorado Water Agency on a drainage study to assess vulnerable areas which will help us formulate various projects to better protect our community.

Our partnership with the County is a critical part of this effort. District Two Supervisor George Turnboo, who represents Cameron Park, explains that “the collaborative and long-term planning effort includes identifying and categorizing stormwater challenges, determining which projects are best suited to make the necessary improvements, and then prioritizing projects for implementation. These investments are essential to ensuring public safety and protecting Cameron Park residents now and into the future.”

We will continue to keep you updated on these critical stormwater management efforts.

Sincerely,

André Pichly
General Manager