



AGENDA

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

REGULAR BOARD MEETING
Wednesday, November 17, 2021
6:30 p.m.

El Dorado Disposal Educational Reception
6:00-6:30 p.m.
Community is Welcome

Cameron Park Community Center
2502 Country Club Drive, Cameron Park, CA 95682

Board Members

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

CALL TO ORDER

1. Roll Call
 2. Pledge of Allegiance
-

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

ADOPTION OF THE AGENDA

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

3. Adopt the Agenda
-

RECOGNITIONS AND PRESENTATIONS

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

Active 20/30 Club Check Presentation

April West, Krystal Addington, Mayra Aguilar, Amanda DuBrel, Angela Findleton, Nora Sharp

California Special District Association - Leadership Academy Key Points

Director Scobey, Director Bazett and Mike Grassle

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 #13 to be discussed and acted upon individually.

4. Conformed Agenda – Board of Directors Special Meeting October 20, 2021
5. General Manager’s Report
6. **APPROVE** Accountability Act Report, CC&R Fund 02, for Fiscal Year 2020-2021

AGENDA

7. **RECEIVE AND FILE** Fiscal Year 2021-2022 First Quarter Financial Report
 8. **RECEIVE AND FILE Report Out Closed Session October 20, 2021** Approval of Disbursement Agreement, Cameron Park CSD v. Prowest PCM, Inc., El Dorado Superior Court Case No. PC20180258
 9. **APPROVE** Resolution 2021-28 to Approve Categorical Exemption for Cameron Park Lake Splash Pad Project
 10. **APPROVE** Resolution 2021-29 Agreement between Callander Associates Landscape Architects and Cameron Park Community Services District for Landscape Architecture Services at Eastwood Park.
 11. **RATIFY** Employment Contract with Andre Pichly for Service as General Manager
 12. **APPROVE** Resolution 2021-30 to Approve a Memorandum of Understanding between Cameron Park Community Services District and Cameron Park Community Services District Employee Association
-

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.

13. Items removed from the Consent Agenda for discussion
 14. **WORKSHOP** Recycling Organics (Food Waste) New Requirements (Jeff England, Operations Manager, El Dorado Disposal)
 15. **APPROVE** Annual District Fee Review and Proposed Adjustments for Calendar Year 2022
 16. **APPROVE** Resolution 2021-31 Approving the Office of Traffic Safety Grant Agreement
 17. **DISCUSS** Assembly Bill 361 Open Meetings
-

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.

18. Committee Chair Report-Outs
 - a. Budget & Administration
 - b. Covenants, Conditions & Restrictions (CC&R)
 - c. Fire & Emergency Services
 - d. Parks & Recreation
 19. General Matters to/from Board Members and Staff
 - Upcoming Trainings & Community Meetings
 - Solar Project Update (oral, J. Ritzman)
-

AGENDA

ADJOURNMENT

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



CAMERON PARK COMMUNITY SERVICES DISTRICT

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

CONFORMED AGENDA

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

REGULAR BOARD MEETING
Wednesday, October 20, 2021
6:30 p.m.

Cameron Park Community Center
2502 Country Club Drive, Cameron Park, CA 95682

Board Members

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

CALL TO ORDER 6:32

1. Roll Call
 2. Pledge of Allegiance
-

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

ADOPTION OF THE AGENDA

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

3. Adopt the Agenda

Motion to adopt the Agenda.

*SB/MS – Motion Passed
Ayes – EA, FC, SB, MS, EW
Noes – None
Absent – None
Abstain – None*

RECOGNITIONS AND PRESENTATIONS

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

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 #9 to be discussed and acted upon individually.

4. Conformed Agenda – Board of Directors Regular Meeting September 15, 2021
5. Conformed Agenda – Board of Directors Special Meeting September 16, 2021

AGENDA

6. **RECEIVE AND FILE** General Manager's Report (*to be provided orally under Matters To/From*)
7. **RECEIVE AND FILE** Fiscal Year 2020-2021 Preliminary Year-End Report (pre-audit)
8. **APPROVE** Additional Funding from Fire Development Impact Fees for Training Tower Construction
9. **APPROVE** Gudgel Roofing Settlement Agreement
10. **APPROVE** Resolution 2021-26 Agreement between Callander Associates Landscape Architects and Cameron Park Community Services District for Landscape Architecture Services at Eastwood Park.
11. **APPROVE** Resolution 2021-27 Annual Report and Five-Year Findings Reports, Fire & Parks Impact Fees
12. **RECEIVE AND FILE** Implementation Guide for Assembly Bill 361 Open Meetings
13. **RECEIVE AND FILE** Report Back Rural Fire Capacity Grant

Motion to adopt the Consent Agenda pulling Item #12 for discussion.

*FC/MS – Motion Passed
Ayes – EA, FC, SB, MS, EW
Noes – None
Absent – None
Abstain – None*

GENERAL BUSINESS

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

14. Items removed from the Consent Agenda for discussion

12. RECEIVE AND FILE Implementation Guide for Assembly Bill 361 Open Meetings

FC requests that implementing AB361 be placed on a future Board of Directors meeting for discussion.

15. **APPROVE** 75% Complete Plans for Splash & Spray Playground at Cameron Park Lake; Presentation by Callander Associates, Ben Woodside

Motion to approve 75% Complete Plans for Splash Playground and with consideration to remove animal features.

*FC/SB – Motion Passed
Ayes – FC, SB, EW
Noes – EA, MS*

Absent – None
Abstain – None

16. **APPROVE** Allocate Proposition 68 Per Capita Funds to the Splash & Spray Playground at Cameron Park Lake

Motion to allocate Proposition 68 Per Capita Funds to the Splash Playground at Cameron Park Lake.

MS/SB – Motion Passed
Ayes – EA, FC, SB, MS, EW
Noes – None
Absent – None
Abstain – None

17. **RECEIVE AND DISCUSS** Report Regarding Caldor Fire Evacuation Shelter Operations

18. **NOMINATE** Regular Special District Representative Seat #2, El Dorado LAFCO

Motion to nominate M. Scobey as #1 Candidate, M. Sanders #2 and T. White as #3 Regular for Special District Representative Seat #2, El Dorado LAFCO.

EA/FC – Motion Passed
Ayes – EA, FC, SB, MS, EW
Noes – None
Absent – None
Abstain – None

BOARD INFORMATION ITEMS

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

19. Committee Chair Report-Outs

- a. Budget & Administration
- b. Covenants, Conditions & Restrictions (CC&R)
- c. Fire & Emergency Services
- d. Parks & Recreation
- e. General Manager Recruitment Ad Hoc

20. General Matters to/from Board Members and Staff

MS – Great fun at Cops & Rodders, attended CSDA Leadership Academy in So Lake Tahoe, suggesting an Ad Hoc Fund Raising Committee for Splash Playground, attended Assemblymember Kiley's Town Hall.

SB – Great fund at Cops & Rodders, attended CSDA Leadership Academy, requesting tour of other fire stations in El Dorado County; attended Assemblymember Kiley's Town Hall.

AGENDA

EA – Rescue Rasmussen Pond is coming forward to the Parks and Recreation Committee, thank GM for attending his high school class for a presentation

FC – nothing to add

EW – nothing to add

MG – Meeting at the skate park with skaters and community this Friday at 5:00 and Boo Bash same night

- Upcoming Trainings & Community Meetings
 - CSDA Gold Country Chapter Workshop, Parliamentary Procedures, November 17, 2021
- Solar Project Update (oral, J. Ritzman)

JR – Fully connected and functioning by the end of the year, lights under solar panels to be installed end of the month, PGE inspections complete.

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):

- Conference with Labor Negotiator, General Manager Jill Ritzman, pursuant to Government Code section 54957.6, all units.
 - Conference with Legal Counsel - Existing Litigation pursuant to Government Code section 54956.9 - Cameron Park CSD v. Prowest PCM, Inc., El Dorado Superior Court Case No. PC20180258
 - Pubic Employment Pursuant to Government Code section 54957 – General Manager Recruitment
-

RECONVENE TO OPEN SESSION AND REPORT OUT OF CLOSED SESSION

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

The Board of Directions discussed items for Closed Session: item 1 Conference with Labor Negotiator, General Manager Jill Ritzman, pursuant to Government Code section 54957.6, all units; Item 2 Conference with Legal Counsel - Existing Litigation pursuant to Government Code section 54956.9 - Cameron Park CSD v. Prowest PCM, Inc., El Dorado Superior Court Case No. PC20180258; and Item 3 Pubic Employment Pursuant to Government Code section 54957 – General Manager Recruitment.

AGENDA

For Items 1 & 2, direction was given to staff. For Item 3, motion by FC and second by MS to authorize President Aiston to execute an employment contract to fill General Manager and bring back the contract for execution by the Board of Directors.

ADJOURNMENT 10:30pm

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: November 17, 2021

FROM: Jill Ritzman, General Manager

AGENDA ITEM #5: GENERAL MANAGER'S REPORT – OCTOBER & NOVEMBER

RECOMMENDED ACTION: Receive and File

Due to a busy October schedule and a busy October Board meeting, I was unable to provide an October General Manager's Report; therefore, this report will include a briefing starting from late September.

I attended via Zoom the September Commission on Aging meeting. Commissioners debriefed about their experiences during the Caldor Fire, evacuating from the fire and supporting fire victims. I spoke to Director Aiston's high school class about my career path, opportunities in the community services profession and the importance of good work ethics.

El Dorado Disposal staff and I have met on several of occasions to discuss the initiation of recycling organic materials (i.e. food waste), community education and engagement activities, and a pilot program in Cameron Park. How this program is implemented will largely depend on community input. The November Ed Dorado Solid Waste Advisory Committee (EDSWAC) also discussed implementation of this new State mandate.

The Goldorado Lighting and Landscape District in the Palmer Drive area is operating with a deficit, the electricity costs exceed the amount of the special tax assessment for this area. I met with Ponte Palmero and Marshall Medical Center, the major property owners in this LLAD, and separately SCI Consutling to discuss potential solutions. A final plan to address the deficit will be implemented before the end of the year.

The solar system at the Community Center and Station 89 will be fully functioning by the end of the year. PGE linesmen connected the solar system to their system and the County completed the final inspections. The remaining lights under the panels at the Community Center will be installed soon. Staff were notified that the Air Quality

Management District Electrical Vehicle Charging Station grants are available again; deadline is mid-December.

I attended California Special District's live webinar about the State's COVID funding for special districts, and submitted our application by the deadline of October 14. The State is not considering revenue losses in fiscal year 2019-2020, which is when the District's largest revenue losses occurred at the beginning of the pandemic. Due to staff and the Board's significant budget adjustments, the District's revenue losses in fiscal year 2020-2021 was only \$38,261. The District's application totaled only \$48,626, \$10,365 in unanticipated expenditures which were not FEMA eligible and \$38,261 in revenue losses. Cameron Park's actual allocation from the State will be considered proportionately with other California special districts.

Through a Board member's connections, staff met with a meeting software company who could help the District implement hybrid meetings. Staff will continue to research opportunities to implement hybrid meetings.

El Dorado Community Foundation and I met on a couple of occasions for two different topics. The Foundation hosted a meeting with the Trust for Public Lands (TPL), Rescue Rasmussen Pond advocates and me. Opportunities for land partnerships, information about grants and how to influence development projects was discussed. Separately, I met with the Foundation to discuss fundraising opportunities and potential donors for the Splash & Spray Playground.

Staff and I had an annual meeting with the District's IT consultant. Upgrading Microsoft Office software is necessary, but there will not be a cost to the District. Microsoft Office includes Microsoft Teams and the District will cancel the Zoom account for a cost savings.

Bureau of Land Management staff and I met to discuss whether or not formal recreational, non-motorized trails are consistent with their management objectives for the Pine Hill Preserve. Under certain conditions, formal trails would be permissible, which could be a future grant funded and partnership project.

Along with the District, Joe's Coffee & Deli and Tina Lynn Designs are sponsoring the December Tri-Chamber Mixer to be held at the Cameron Park Community Center. Staff is excited to work with our sponsors and also the chambers to host this signature event.

District staff worked with the Cameron Park-Shingle Springs Chamber of Commerce to host a Town Hall with Assemblymember Kevin Kiley. A variety of subjects were

discussed including state COVID guidelines, homeowners fire insurance and management of forests in El Dorado County.

In November, I am attending a live webinar hosted by the State's Office of Grants and Local Assistance for the Land and Water Conservation Fund. This grant provides 50/50 matches for park improvement projects.

Staff and Board President have been advocating for American Rescue Funds to be allocated by the Board of Supervisors. Board President testified at a public meeting. Emails and discussions have occurred with members of the Board of Supervisors.



Agenda Transmittal

DATE: November 17, 2021

FROM: Christina Greek, Finance and Human Resources Officer

AGENDA ITEM #6: **ACCOUNTABILITY ACT REPORT FOR FISCAL YEAR 2020-21,
CC&R FUND 02**

RECOMMENDED ACTION: APPROVE

Background

Certain direct charge levies are subject to the Local Agency Special Tax & Bond Accountability Act (Accountability Act) as codified in Government Code 50075 et seq. and 53410 et seq. The Act applies to the taxes charged for the District's Covenants, Conditions and Restrictions (CC&Rs) enforcement. The Act requires the District to file an annual report with the Board of Directors to account for actual expenditures and revenues associated with the tax. Once filed, a copy of the report must be submitted to El Dorado County Auditor-Controller's Office.

Budget and Administration Committee

The Budget and Administration Committee discussed the Accountability Act Report and forwarded to the Board of Directors as a consent item.

Discussion

The annual Accountability Act report is required for Covenants, Conditions and Restrictions only and is a FY 2020-21 Revenue and Expenditures report providing information to contain the following:

- The amount of money collected specifically for the special tax (not commingled with other revenue sources).
- The amount of money expended specifically for the special tax (not commingled with expenditures from other revenue sources).
- The status of any project required or authorized to be funded with the special tax

proceeds (not commingled with projects using other revenue sources).

The Statement of Revenues and Expenditures Fund 02 provide the information required by the Accountability Act for the applicable District activities for Fiscal Year 2020-21 (Attachment 7A).

Attachment:

6A – Statement of Revenues and Expenditures Fund 02 Fiscal Year 2020-21

Cameron Park Community Services District
Statement of Revenues and Expenditures - Unposted Transactions Included In Report
02 - CC&R
From 7/1/2020 Through 6/30/2021

		Current Period Actual
Operating Revenue		
Property Taxes	4110	285.90
Special Assessments	4135	78,658.16
Arc Review Fees	4140	26,605.00
Interest Income	4505	987.70
Other Income	4600	3,056.50
Total Operating Revenue		109,593.26
Expenditures		
Salaries - Perm.	5000	60,217.51
Overtime	5020	1,465.53
Health Benefit	5130	10,286.10
Dental Insurance	5140	750.00
Vision Insurance	5150	141.18
CalPERS Employer Retirement	5160	4,553.93
Worker's Compensation	5170	0.00
FICA/Medicare Employer Contribution	5180	835.08
UI/TT Contribution	5190	532.01
Advertising/Marketing	5209	202.70
Agency Administration Fee	5210	0.00
Bank Charge	5221	0.00
Clothing/Uniforms	5230	345.35
Computer Software	5231	3,890.68
Computer Hardware	5232	32.16
Contract Services - Other	5240	6,250.55
EDC Department Agency	5260	0.00
Food	5300	67.81
Fuel	5305	62.83
Insurance	5320	0.00
Legal Services	5335	3,246.36
Maint. - Buildings	5345	0.00
Maint. - Equipment	5350	23.50
Maint. - Grounds	5355	(177.50)
Maint. - Vehicle	5370	558.69
Memberships/Subscriptions	5380	0.00
Office Supplies/Expense	5400	91.06
Postage	5410	162.54
Printing	5415	228.98
Professional Services	5420	98.00
Publications & Legal Notices	5425	0.00
Staff Development	5455	0.00
Phones/internet	5470	4,365.59
Transfer Out	7000	17,146.00
Total Expenditures		115,376.64
Net Revenue Over Expenditures		(5,783.38)



Agenda Transmittal

DATE: November 17, 2021

FROM: Christina Greek, Finance and Human Resources Officer

AGENDA ITEM #7: FISCAL YEAR 2021-22 FIRST QUARTER FINANCIAL REPORT

RECOMMENDED ACTION: RECEIVE AND FILE

Introduction

The Fiscal Year 2021-22 First Quarter Financial Report for the General Fund is attached (Attachment 2A). The report period is 7/1/21 through 9/30/21 which represents 25% of the Fiscal Year.

Budget and Administration Committee

The Budget and Administration Committee discussed the First Quarter Financial Report and forwarded to the Board of Directors as a consent item.

Discussion

As some of the COVID-19 restrictions are modified, the District is no longer presented with the previous financial and program challenges. The District's First Quarter financial results reflect the efforts of District staff to adapt and accommodate the public with regulations in place. While meeting the COVID-19 State and County guidelines, staff is working diligently to take advantage of any District programming opportunities that arise. The success of current activities such as Recreation programs, Lake season passes and pool use fees reflect these efforts.

Generally financial variances in the first quarter are common due to one-time payments at the beginning of a fiscal year, seasonality of services and programs, and the lack of a tax revenue allocation from the County. When comparing the First Quarter FY 2021-2022 to last year's First Quarter FY 2020-2021, the reports have similarities and similar bottom

lines, despite the pandemic/fire. The Cameron Park Community Center's operations as an evacuation center during the Caldor Fire impacted negatively gym rentals as well as added expenses that we are submitting for reimbursement from the Red Cross.

New winter break summer camps, expanded youth sports and new adult-center enrichment classes will help with recreation revenues during the winter months. In general, recreation revenues are re-bounding slowly, due to

- Seasonality of revenue generation and
- Efforts to re-establish some programs, which are experiencing low enrollment. Staff continues these programs even with low enrollment in hopes that new or returning participants will enroll in the future.

Although the totality of the continued effect of the COVID-19 crisis is unknown at this time, it appears the District's financial status to date is within budget expectations and aligns with FY 2020-21 first quarter financial results. During the first quarter of FY 2020-21, revenues were 7.93% collected while the current period revenues are 7.28% collected; this is also the case with total expenditures. FY 2020-21 expenditures for this same period were 12.11% expended while the current period expenditures are at 15.08% expended. As stated previously, some additional expenses resulted from the Caldor Fire Evacuation Shelter.

Staff continues to work towards containment of the COVID-19 crisis financial impact to the District as well as added expenses hosting an evacuation center for the Caldor Fire. Staff is monitoring closely the financial reports to ensure the District's financial health.

Attachment:

7A – Fiscal Year 2021-22 First Quarter Financial Status Report

Cameron Park Community Services District
Statement of Revenues and Expenditures
01 - General Fund
From 7/1/2021 Through 9/30/2021

		FY 2020-21 Final Budget	FY 2020-21 Actual	21-22 Final Budget	21-22 Actual	ent Exp to I
Operating Revenue						
Property Taxes	4110	4,363,061.00	17,965.14	4,582,358.00	87,467.16	1.90%
Franchise Fees	4113	200,000.00	0.00	206,780.00	0.00	0.00%
Fire Marshall Plan Review	4132	40,000.00	4,744.20	45,000.00	26,970.45	59.93%
Tuition Fees/Revenue	4142	0.00	0.00	0.00	0.00	0.00%
Youth Classes	4145	0.00	0.00	0.00	0.00	0.00%
Adult Classes	4146	0.00	(65.00)	0.00	0.00	0.00%
Youth Sports	4147	0.00	(84.00)	0.00	0.00	0.00%
Adult Sports	4148	0.00	0.00	0.00	0.00	0.00%
Senior Programs	4153	0.00	0.00	0.00	0.00	0.00%
Recreation Program Revenue	4154	116,918.38	710.00	122,639.00	21,919.81	17.87%
Transfer In	4165	24,570.00	0.00	39,598.85	0.00	0.00%
Special Events	4170	0.00	(1,036.00)	0.00	0.00	0.00%
Lake Entries - Daily (Kiosk)	4180	0.00	0.00	35,660.00	15,578.75	43.68%
Annual Passes (Lake/Pool Combo)	4181	66,782.00	18,094.75	75,000.00	5,765.50	7.68%
Picnic Site Rentals	4182	0.00	0.00	1,500.00	(170.00)	(11.33)%
Assembly Hall & Classroom Rentals	4185	15,304.00	400.00	35,139.00	2,157.80	6.14%
Gym Rentals	4186	27,810.00	14,437.62	26,000.00	284.40	1.09%
Pool Rental Fees	4187	87,215.00	26,191.82	98,000.00	25,275.41	25.79%
Sports Field Rentals	4190	27,070.00	7,065.00	19,580.00	4,535.00	23.16%
Brochure Ads	4209	0.00	0.00	0.00	0.00	0.00%
Donations	4250	0.00	600.00	0.00	0.00	0.00%
Sponsorships	4255	14,500.00	0.00	20,000.00	0.00	0.00%
JPA Reimbursable	4260	1,150,000.00	383,333.32	1,150,000.00	287,499.99	24.99%
Fire Apparatus Equip Rental	4262	20,000.00	291.62	10,000.00	0.00	0.00%
Reimbursement	4400	6,776.00	0.00	1,800.00	0.00	0.00%
Weed Abatement	4410	4,020.00	0.00	15,750.00	4,455.06	28.28%
Interest Income	4505	25,000.00	1,758.66	19,000.00	201.58	1.06%
Other Income	4600	12,000.00	313.07	8,000.00	147.58	1.84%
Grant - CCI	4605	153,794.00	51,984.45	113,120.00	0.00	0.00%
Grants	4610	0.00	0.00	0.00	0.00	0.00%
Gain/Loss of Assets	4615	0.00	0.00	0.00	0.00	0.00%
Total Operating Revenue		<u>6,354,820.38</u>	<u>526,704.65</u>	<u>6,624,924.85</u>	<u>482,088.49</u>	<u>7.28%</u>

Cameron Park Community Services District
Statement of Revenues and Expenditures
01 - General Fund
From 7/1/2021 Through 9/30/2021

		FY 2020-21 Final Budget	FY 2020-21 Actual	21-22 Final Budget	21-22 Actual	ent Exp to I
Expenditures						
Salaries - Perm.	5000	668,160.00	143,450.41	777,784.00	163,261.84	20.99%
Salaries - Seasonal	5010	90,540.00	32,169.82	138,175.00	80,359.15	58.15%
Overtime	5020	7,050.00	2,082.95	6,750.00	5,300.68	78.52%
Health Benefit	5130	118,523.00	30,758.72	109,540.00	31,777.78	29.01%
Retiree Health Benefit	5135	78,016.00	22,809.95	76,025.00	25,188.82	33.13%
Dental Insurance	5140	9,663.00	1,976.08	9,721.00	3,026.86	31.13%
Vision Insurance	5150	1,396.00	435.96	1,513.00	446.82	29.53%
CalPERS Employer Retirement	5160	207,664.00	158,844.33	248,154.00	200,553.63	80.81%
Worker's Compensation	5170	57,914.00	53,016.48	31,622.93	33,095.29	104.65%
FICA/Medicare Employer Contribution	5180	23,999.00	5,345.41	24,516.00	9,191.57	37.49%
UI/TT Contribution	5190	10,689.00	1,796.95	10,682.00	3,172.36	29.69%
Advertising/Marketing	5209	7,810.00	932.62	15,200.00	588.97	3.87%
Agriculture	5215	14,816.00	3,749.50	14,400.00	7,199.87	49.99%
Audit/Accounting	5220	30,000.00	367.50	36,000.00	2,185.00	6.06%
Bank Charge	5221	10,000.00	1,560.92	3,800.00	2,746.35	72.27%
Clothing/Uniforms	5230	4,285.00	581.10	6,350.00	1,332.01	20.97%
Computer Software	5231	27,200.00	9,743.82	31,721.00	11,997.57	37.82%
Computer Hardware	5232	5,500.00	2,495.39	7,250.00	6,664.46	91.92%
Contractual Services	5235	10,000.00	3,395.50	10,000.00	1,909.41	19.09%
Contractual - Provider Services - FIRE	5236	4,059,061.00	799,775.16	4,160,537.26	(16,062.10)	(0.38)%
Contract Under Utilization	5237	(250,000.00)	0.00	(300,000.00)	0.00	0.00%
Contract Services - Other	5240	163,438.00	12,355.55	176,290.00	10,417.72	5.90%
Director Compensation	5250	18,000.00	1,780.00	16,800.00	2,800.00	16.66%
EDC Department Agency	5260	4,300.00	4,252.73	4,300.00	4,418.54	102.75%
Educational Materials	5265	12,500.00	0.00	11,000.00	188.14	1.71%
Elections	5270	0.00	0.00	0.00	0.00	0.00%
Equipment-Minor/Small Tools	5275	9,340.00	2,399.78	8,500.00	1,623.99	19.10%
Fire & Safety Supplies	5285	3,913.04	1,204.64	3,450.00	1,599.20	46.35%
Fire Prevention & Inspection	5290	1,200.00	0.00	1,100.00	0.00	0.00%
Fire Turnout Gear	5295	31,000.00	3,940.14	31,000.00	14,024.90	45.24%
Fire- Intern paid	5296	14,200.00	1,760.00	20,200.00	1,120.00	5.54%
Food	5300	2,750.00	401.63	2,500.00	511.39	20.45%

Cameron Park Community Services District
Statement of Revenues and Expenditures
01 - General Fund
From 7/1/2021 Through 9/30/2021

		FY 2020-21 Final Budget	FY 2020-21 Actual	21-22 Final Budget	21-22 Actual	ent Exp to I
Fuel	5305	38,200.00	10,528.26	34,000.00	11,323.42	33.30%
Government Fees/Permits	5310	25,382.00	10,822.21	25,400.00	9,432.63	37.13%
Household Supplies	5315	26,700.00	8,449.52	29,000.00	10,645.36	36.70%
Instructors	5316	1,000.00	0.00	6,500.00	0.00	0.00%
Insurance	5320	130,000.00	129,177.41	175,886.00	172,717.20	98.19%
Legal Services	5335	15,000.00	1,260.00	15,000.00	1,558.00	10.38%
Maint. - Vehicle Supplies	5340	1,700.00	579.49	2,200.00	0.00	0.00%
Maint. - Buildings	5345	27,900.00	13,038.71	23,000.00	5,287.47	22.98%
Maint. - Equipment	5350	42,225.00	9,414.89	43,040.00	7,052.81	16.38%
Maint. - Grounds	5355	50,026.00	9,316.15	42,500.00	19,788.33	46.56%
Maint. - Radio/Phones	5360	2,000.00	423.05	2,000.00	0.00	0.00%
Maint. - Tires & Tubes	5365	14,800.00	1,097.38	13,600.00	4,845.26	35.62%
Maint. - Vehicle	5370	33,750.00	15,857.07	25,500.00	17,877.05	70.10%
Medical Supplies	5375	700.00	0.00	0.00	0.00	0.00%
Memberships/Subscriptions	5380	10,160.00	248.00	10,660.00	284.54	2.66%
Mileage Reimbursement	5385	1,250.00	45.88	500.00	64.79	12.95%
Miscellaneous	5395	100.00	0.00	0.00	0.00	0.00%
Office Supplies/Expense	5400	10,200.00	2,344.70	9,700.00	1,715.24	17.68%
Pool Chemicals	5405	26,827.00	8,163.21	25,000.00	6,635.38	26.54%
Postage	5410	10,300.00	483.47	7,800.00	390.00	5.00%
Printing	5415	1,100.00	30.00	850.00	320.13	37.66%
Professional Services	5420	129,587.00	12,659.43	74,110.00	38,219.39	51.57%
Program Supplies	5421	2,579.00	37.47	19,730.00	1,756.96	8.90%
Publications & Legal Notices	5425	600.00	0.00	600.00	230.01	38.33%
Radios	5430	3,000.00	0.00	3,000.00	24.61	0.82%
Rent/Lease - Bldgs, Fields, etc.	5435	0.00	0.00	7,060.00	0.00	0.00%
Rent/Lease - Equipment	5440	4,200.00	150.00	3,400.00	993.23	29.21%
Staff Development	5455	19,300.00	5,406.82	23,250.00	5,556.16	23.89%
Special Events	5465	500.00	95.00	0.00	0.00	0.00%
Phones/internet	5470	41,600.00	9,228.62	42,100.00	11,848.25	28.14%
Utilities - Water	5490	38,500.00	15,564.18	46,000.00	20,520.48	44.60%
Utilities - Electric	5492	147,860.00	40,099.66	167,798.00	35,149.78	20.94%
Utilites - Water - LLAD's	5495	350.00	342.56	0.00	0.00	0.00%
Vandalism	5500	2,200.00	985.10	1,700.00	0.00	0.00%
Cal Fire In Kind Purchases	5501	12,400.00	1,722.43	12,500.00	0.00	0.00%

Cameron Park Community Services District
 Statement of Revenues and Expenditures
 01 - General Fund
 From 7/1/2021 Through 9/30/2021

		FY 2020-21 Final Budget	FY 2020-21 Actual	21-22 Final Budget	21-22 Actual	ent Exp to I
Capital Equipment Expense	5625	0.00	0.00	0.00	4,450.17	0.00%
Transfer Out	7000	9,020.00	9,080.00	9,020.00	0.00	0.00%
Transfer to Reserve	7001	0.00	0.00	27,639.66	0.00	0.00%
Reconciliation Discrepancy Account	9999	0.00	0.00	0.00	0.00	0.00%
Total Expenditures		<u>6,333,943.04</u>	<u>1,620,033.71</u>	<u>6,624,924.85</u>	<u>999,326.87</u>	<u>15.08%</u>
Net Revenue Over Expenditures		<u>20,877.34</u>	<u>(1,093,329.06)</u>	<u>0.00</u>	<u>(517,238.38)</u>	<u>0.00%</u>



Agenda Transmittal

DATE: November, 2021

FROM: Jill Ritzman, General Manager

AGENDA ITEM #8: **REPORT OUT, CLOSED SESSION OCTOBER 20, 2021 - APPROVAL OF DISBURSEMENT AGREEMENT, CAMERON PARK CSD v. PROWEST PCM, INC., EL DORADO SUPERIOR COURT CASE NO. PC20180258**

RECOMMENDED ACTION: Receive and File.

Background

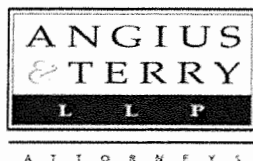
In 2017, the District entered into an agreement with Anguis & Terry LLP Attorneys to investigate and pursue (if warranted) a construction defect claim for the Community Center. Since that time, Anguis and Terry attorneys have been working towards resolution with several contractors regarding construction defects at the Community Center.

Board Action October 20, 2021

In closed session on October 20, 2021, the Board of Directors discussed and approved a disbursement agreement (Attachments 9A).

Attachment:

8A – Preliminary Settlement Disbursement, Cameron Park Community Services District v. Prowest PCM, Inc., et al.



PAUL P. TERRY, JR.²
 BRADLEY J. EPSTEIN³
 JULIE M. MOUSER
 ZER IYER
 SAM Y. CHON²
 SUSANA C. CENDEJAS
 JORDAN O'BRIEN
 STEPHEN HAUPTMAN²
 ALLISON ANDERSEN
 CANG LE
 JASMINE HALE
 ANNE T. ACUÑA
 GARY H. GALE
 LANCE R. STEWART
 LUCAS M. SPRENKEL³
 KEVEN LEVEILLE¹
 JOSHUA MENDELSON

Of Counsel

DANIEL E. ANGIUS
 MICHAEL HARDY

¹ Admitted in Florida only

² Admitted in California & Florida

³ Admitted in California & Nevada

3001 Lava Ridge Court
 Suite 130
 Roseville, CA 95661
 Telephone 916-567-1400
 Facsimile 916-567-1401
www.angius-terry.com

Walnut Creek, CA
 Riverside, CA
 Los Angeles, CA
 San Diego, CA
 Fresno, CA
 Manteca, CA
 Palm Harbor, FL
 Orlando, FL
 Fort Lauderdale, FL
 Reno, NV

October 14, 2021

Via Electronic Mail to jritzman@cameronpark.org
 Board of Directors
 Cameron Park Community Services District
 c/o Jill Ritzman, General Manager
 2502 Country Club Dr.
 Cameron Park, CA 95682

Re: Cameron Park Community Services District v. Prowest PCM, Inc., et al.
 Preliminary Settlement Disbursement

Dear Members of the Board,

The Cameron Park Community Services District has reached settlement with all of the defendants in this matter. A portion of the settlement funds have been received. Please accept this letter as an accounting of the District's settlement proceeds with the exception of proceeds from Gudel Roofing (which is an additional \$75,000 in settlement funds, subject to subtraction of legal fees of 33% and estimated costs of about \$1,000.00).

In the interim, the District will receive a check for a net recovery value of **\$132,579.98**.

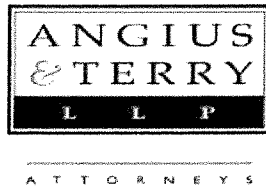
Pursuant to the Attorney/Client Contingency Fee Agreement (the "Fee Agreement"), the District is responsible for compensating Angius & Terry LLP for legal services rendered in connection with the construction defect claims based on a percentage of the recovery. Pursuant to the Fee Agreement, our fee is 33% of the recovery. Hence, attorney's fees amount to \$122,424.72.

The District is additionally responsible for reimbursing Angius & Terry LLP for all litigation costs and expenses that have been advanced during the course of the litigation. The total litigation expenses for this matter as of April 13, 2021 amount to \$115,979.30. These expenses are inclusive of expert and consultant costs and other legal costs (*special master fees, court filing fees, process server fees, postage, facsimile, photocopies and telephone charges, travel and mileage, and other similar expenditures*).

The following chart sets forth the above-referenced amounts:

Settlement as of 4/13/2021	\$370,984.00
Legal Fees 33% contingency	(\$122,424.72)

Expert costs advanced by Angius & Terry LLP (ADA Consultant, Empire Works & PB+A)	(\$91,776.92)
Mediator	(\$5,893.00)



Re: Cameron Park Community Services District v. Prowest PCM, Inc., et al.
Preliminary Settlement Disbursement

October 14, 2021

Page 2

In-house costs advanced (postage, facsimile, photocopies and telephone charges, travel and mileage, interest on litigation expenses, and other similar expenditures)	(\$12,786.56)
Modified interest on costs advanced	(\$5,522.82)
Total Costs	(\$115,979.30)
TOTAL FEES & COSTS	(\$238,404.02)
Balance due District	\$ 132,579.98

If the Board agrees with the above accounting, please have a Board representative countersign this letter and return it. Once received, and after the funds for the payment are available from the bank, we will issue a check in the amount of **\$ 132,579.98** made payable to Cameron Park Community Services District c/o Jill Ritzman, General Manager, 2502 Country Club Dr. Cameron Park, CA 95682.

Very truly yours,
ANGIUS & TERRY LLP

Bradley J. Epstein

AGREED & ACCEPTED:

By: Cameron Park Community Services District

signature

name

office



Agenda Transmittal

DATE: November 17, 2021

FROM: Jill Ritzman, General Manager

AGENDA ITEM #9: CATEGORICAL EXEMPTION – CAMERON PARK LAKE SPLASH PAD

RECOMMENDED ACTION: APPROVE Resolution 2021-28

Introduction

With the Board of Directors approval, and staff is proceeding with the plans and specifications for the Cameron Park Lake Splash & Spray Playground. To finalize the plans and specifications and to complete an application for Proposition 68 Per Capita Grant, a California Environmental Quality Act (CEQA) document is required for the project.

Cameron Park Community Services District (District) is considered the lead agency for approval of the environmental document, because these projects will be taking place on District properties.

Parks and Recreation Committee

The Parks and Recreation Committee reviewed and supported advancing the Categorical Exemption to the Board of Directors for approval.

Discussion

Callander Associates Landscape Architects (CALA) contracted with LSA to complete the review. LSA concluded the project is exempt from CEQA; therefore, a Notice of Exemption is prepared for consideration by the Board of Directors.

Attachments:

9A – Categorical Exemption

9B – Resolution 2021-28

MEMORANDUM

DATE: October 19, 2021

To: Iqra Anwar, PLA, CPSI, Callander Associates

FROM: Kat Hughes, Senior Environmental Planner
Kristin Nurmela, Associate

SUBJECT: Cameron Park Community Services District Categorical Exemption for Cameron Park Lake Splash Pad Project

LSA has prepared this memorandum documenting the Cameron Park Community Services District's (District) decision to process the Cameron Park Lake Splash Pad Project (project) under a Categorical Exemption pursuant to Section 15301(c) and (d), 15303(e), and 15304(b) of the California Environmental Quality Act (CEQA) Guidelines.

- Section 15301 of the CEQA Guidelines, *Existing Facilities*, applies to the “minor alteration of existing public...facilities...involving negligible or no expansion of existing or former use.”
 - Section 15301(c) applies to “Existing highways and streets, sidewalks, gutters, bicycle and pedestrian trails, and similar facilities (this includes road grading for the purpose of public safety);”
 - Section 15301(d) applies to “Restoration or rehabilitation of deteriorated or damaged structures, facilities, or mechanical equipment to meet current standards of public health and safety.”
- Section 15303 of the CEQA Guidelines, *New Construction or Conversion of Small Structures*, applies to the “construction and location of limited numbers of new, small facilities or structures; installation of small new equipment and facilities in small structures; and the conversion of existing small structures from one use to another.”
 - Section 15303(e) applies to “accessory structures including... patios, swimming pools, and fences.”
- Section 15304 of the CEQA Guidelines, *Minor Alterations to Land*, applies to “minor public or private alterations in the condition of land, water, and/or vegetation which do not involve removal of healthy, mature, scenic trees.”
 - Section 15304(b) applies to “new gardening or landscaping, including the replacement of existing conventional landscaping with water efficient or fire-resistant landscaping.”

Cameron Park Lake Community Park is an existing 56.5-acre park within El Dorado County (County) in need of upgrades to the existing park recreation facilities. The park was identified as a high priority project in both the District's Parks and Recreation Master Plan Update (2014) and Park Improvement Plan (2020).

The District is proposing improvements to the existing swimming lagoon at Cameron Park Lake Community Park. The project goal is to convert a portion of the existing swimming lagoon into a splash pad play area using a recirculation water system to help conserve resources such as water and energy. The remaining portion of the lagoon would be converted into a pond with a fountain aerator. The project would also include improvements to the existing parking lot and walkway, installation of seating, and installation of sand and turf areas. Construction activities are anticipated to occur between May 2022 and October 2022.

This memorandum provides a consistency determination with Section 15300.2 of the CEQA Guidelines, which provides exceptions to the categorical exemptions, and a brief assessment of the CEQA Guidelines Appendix G Initial Study Checklist resource topics potentially impacted by the project (under "Exceptions to Categorical Exemptions" Item C).

EXCEPTIONS TO CATEGORICAL EXEMPTIONS

The CEQA Guidelines list the following exceptions to the Categorical Exemptions in Article 19 (see Section 15300.2). In the discussion below, each subsection (in italics) is followed by an explanation of why these exceptions do not apply to the proposed project.

- (a) Location. Classes 3, 4, 5, 6, and 11 are qualified by consideration of where the project is to be located – a project that is ordinarily insignificant in its impact on the environment may in a particularly sensitive environment be significant. Therefore, these classes are considered to apply in all instances, except where the project may impact on an environmental resource of hazardous or critical concern where designated, precisely mapped, and officially adopted pursuant to law by federal, state, or local agencies.*

The proposed project would be exempt under Classes 1, 3, and 4. The project is located in an existing County-owned park and would result in the rehabilitation and replacement of an existing constructed lagoon used for swimming. The project is not located in a sensitive environment and would not impact an environmental resource of hazardous or critical concern.

- (b) Cumulative Impact. All exemptions for these classes are inapplicable when the cumulative impact of successive projects of the same type in the same place, over time is significant.*

The proposed project would be implemented within an existing County-owned park. The proposed project would not result in long-term or growth inducing impacts; all temporary construction impacts would be less than significant with the implementation of best management practices (BMPs) and standard specifications. While various transportation, residential, and commercial development projects can be expected to be implemented in the region and/or vicinity of the project area, these projects would undergo their own CEQA reviews that require mitigation measures for significant impacts. Construction of the

proposed project and these other foreseeable projects would result in less-than-significant cumulative impacts because construction activities would be short-term and mitigated as required based on environmental review. Thus, contributions to potential cumulative impacts would not be cumulatively considerable.

- (c) *Significant Effect. A categorical exception shall not be used for an activity where there is a reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances.*

No unusual circumstances have been identified in or around the project site that would result in significant environmental impacts.

Based on the field review of the project area, and review of pertinent literature, the potential for significant adverse environmental impacts as defined under CEQA is negligible. The proposed project improvements would occur within an existing County-owned park, which currently consists of a constructed swimming lagoon with a sandy bottom. There would be no tree removals. The following discussion summarizes the potential effects of the project according to resource topics included in Appendix G of the CEQA Guidelines.

Aesthetics

The proposed project would convert a portion of the existing swimming lagoon into a splash pad play area using a recirculation water system. The rest of the lagoon would be converted to a pond with a fountain aerator. While the splash pad would introduce new visual elements in the project area, it would be consistent with the visual character of the park and would not result in a significant impact to the visual character of the park or the surrounding neighborhood. The proposed project is not located within a scenic highway, nor would it introduce a new source of light or glare. Therefore, the proposed project would not result in impacts related to aesthetics.

Agriculture and Forestry Resources

According to the California Department of Conservation Important Farmland Finder (<https://maps.conservation.ca.gov/DLRP/CIFF/>), the project area is categorized as “Water” and “Urban and Built-Up Land.” There are no forestry resources within the project area; therefore, the project would not impact agriculture or forestry resources.

Air Quality

The limited scale of the project and resulting limited construction trips would not result in any adverse air quality impacts. Because project construction associated with the proposed project would be temporary, the operation of construction equipment would be of limited duration and would not result in generation of air quality emissions that would conflict with an air quality plan. As the project would not generate additional vehicle trips beyond existing levels or increase parking capacity, no long-term regional emissions would be associated with project-related vehicle trips. Project plans include dust control conditions including preparation of and compliance with an approved fugitive dust control plan.

Furthermore, the proposed project would not conflict with an air quality plan nor would it result in a cumulatively considerable net increase in criteria pollutants. Therefore, the proposed project would not result in air quality impacts.

Biological Resources

The developed park site does not contain suitable habitat for any special-status plant or wildlife species, and no work would occur within any sensitive natural community or regulated wetlands or other waters (e.g., Cameron Park Lake). Because the proposed project does not include the removal of any trees, no direct impacts to nesting birds protected under the federal Migratory Bird Treaty Act or California Fish and Game Code would occur. The potential for indirect impacts (e.g., nest abandonment due to construction-related disturbance) would be low due to the active park setting and the existing levels of disturbance from nearby automobile traffic and park users. The construction contractor would comply with County Resolution No. 199-91, which specifies requirements for the protection of oak trees and wetlands. Consistent with County requirements, the contractor would install protective fencing around the drip line of all trees within 50 feet of any construction grading. The project would not conflict with an adopted Habitat Conservation Plan or other approved local habitat conservation plan. Therefore, the proposed project would not result in impacts to biological resources.

Cultural Resources

Any excavation required of the proposed project would occur within existing fill and would not impact cultural resources. Project plans include procedures for discovery of any cultural resources such as structural features, unusual amounts of bone, shell, artifacts, human remains, or architectural remains. In the case of any such encounter during any work activities, work would be suspended within 100 feet of the find, the County would be notified, and a qualified archaeologist would be consulted for an on-site evaluation. In the event of the discovery of human remains, work would stop and the County coroner would be notified. Therefore, the proposed project would not result in impacts to cultural resources.

Energy

The construction phase of the proposed project would require the operation of construction equipment and vehicles that require energy to operate. Construction of the project is not anticipated to consume large amounts of energy resources nor would it conflict with a State or local renewable energy plan. Operation of the project would not result in changes in energy consumption. Therefore, the proposed project would not result in energy impacts.

Geology and Soils

The soils in the project area consist of loamy alluvial land (LaB) and rescue sandy loam, 2 to 9 percent slopes (ReB). While this soil type is well-drained, the project would be built on pre-disturbed soil and all grading, site compaction, earthwork, trenching, Portland cement concrete, asphalt, aggregate base, subbase, etc. would be performed in accordance with the Uniform Building Code, the latest edition of the County's Public Facilities Improvement

Standards, and the geotechnical engineering reports prepared for the project. Project plans would also include requirements for erosion control, as discussed below under Hydrology and Water Quality. Therefore, the proposed project would not result in impacts related to geology and soils.

Greenhouse Gas Emissions

Operation of construction equipment has the potential to generate greenhouse gas emissions; however, the quantity and type of equipment and the duration with which the equipment would operate during the proposed project construction phase would not result in significant release of greenhouse gas emissions. Park operations would not substantially change as a result of the proposed improvements; therefore, the project would not result in increased greenhouse gas emissions during operation. The proposed project would not result in impacts to greenhouse gas emissions.

Hazards and Hazardous Materials

According to the California Department of Toxic Substances Control EnviroStor website (<https://geotracker.waterboards.ca.gov>), no listed sites are within 1,000 feet of the project area. The project would be constructed in compliance with federal, State, and local regulations, as applicable, and would not result in hazards and hazardous materials impacts. Project plans include provisions for discovery of hazardous substances during construction, including asbestos-containing serpentine rock, and for proper disposal of oils, liquids, and fuels. Therefore, the proposed project would not result in impacts related to hazards and hazardous materials.

Hydrology and Water Quality

According to Flood Insurance Rate Map No. 06017C0750E (dated 9/26/2008), the project area is located within Zone X (an area of minimal flood hazard) and Zone A (special flood hazard area without base flood elevation). The project would convert a portion of the existing swimming lagoon into a splash pad play area using a recirculation water system, and the remaining lagoon area would be converted into a pond with a fountain aerator. The project would be constructed in compliance with federal, State, and local regulations related to water quality. Project plans include preparation of a Storm Water Pollution Prevention Plan, implementation of erosion and sediment control BMPs designed to prevent mud and silt from entering storm runoff and impacting water quality, and compliance with standard site management “housekeeping” measures to prevent storm water pollutant discharges. The project would not conflict with water quality standards, degrade groundwater, substantially alter drainage on- or off-site, or conflict with a water quality control plan or sustainable groundwater control plan. Therefore, the proposed project would not result in hydrology and water quality impacts.

Land Use and Planning

The proposed project would be developed in an existing County-owned park. The project would not include land use or zoning changes and would not conflict with adopted planning

documents. Therefore, the proposed project would not result in impacts related to land use and planning.

Mineral Resources

The proposed project would be developed in an existing County-owned park. No mining operations or natural gas fields are located within the proposed project area. Therefore, the proposed project would not result in impacts to mineral resources.

Noise

Proposed project construction activities would result in temporary increases in ambient noise levels due to operation of construction equipment; however, increases in noise levels would be of short duration, would occur during normal business hours, and would not be significant. Project plans include construction hours of 7:00 a.m. to 7:00 p.m. on weekdays and 8:00 a.m. to 5:00 p.m. on weekends and federal holidays. Equipment would also be muffled and shrouded to minimize noise levels. The proposed project is not capacity increasing nor would it introduce a new, stationary noise source; therefore, the project would not result in permanent increases in noise levels. The proposed project would not result in impacts related to noise.

Population and Housing

The proposed project does not include the construction or displacement of housing. Nor would the project result in the need for additional housing. Therefore, the proposed project would not result in population and housing impacts.

Public Services

The proposed project would not increase the need for additional public services or expanded public service facilities. Therefore, the proposed project would not result in impacts related to public services.

Recreation

The project includes improvements to the Cameron Park Lake swimming lagoon. The project would result in the rehabilitation of the existing public swim area of the lake and conversion of the swim lagoon to a splash pad area with a recirculating water system. This would improve the park's facilities by increasing safety in the water play area, increasing the accessibility of paths and park facilities, and reducing water use. There are no bicycle facilities within the park, and access to the bike lanes along Cambridge Road at the entrance to the park would not be impacted. There would be no impact to bike lanes during operation. Therefore, the proposed project would not result in recreation impacts.

Transportation

The proposed project would not conflict with transportation planning documents, result in increased vehicle miles traveled, result in increased hazards due to design, or result in inadequate emergency response access. The project limits are within the existing County-

owned park, and in the case of any impacts to circulation related to movement of construction equipment, the County or its contractor would coordinate with emergency service personnel in advance of construction to ensure that temporary lane closure does not affect response times. Project plans include provisions regarding lane closures or detours on County-maintained streets or highways. Express written consent for any such closures or detours is required, and closures or detours must conform to Chapter 5 of the California Manual on Uniform Traffic Control Devices. Therefore, the proposed project would not result in impacts related to transportation.

Tribal Cultural Resources

The project would be located within the existing park and would not impact tribal cultural resources. In the event of the discovery of human remains determined to be Native American, work would stop and the County coroner would be notified. The coroner would contact the Native American Heritage Commission within 24 hours, and treatment and disposition of human remains would be completed according to Native American Heritage Commission guidelines. Therefore, the proposed project would not result in tribal cultural resources impacts.

Utilities / Service Systems

Any utility relocations or upgrades required for the project would be of short duration during construction and would be coordinated with the utility providers in advance of construction work. Project plans provide requirements for construction refuse waste management. Therefore, the proposed project would not result in impacts related to utilities and service systems.

Wildfire

The proposed project area is not located in a Very High Fire Hazard Severity Zone and would not place people or structures in areas that are subject to an increased risk of wildfire. Therefore, the proposed project would not result in impacts related to wildfire.

- (d) *Scenic Highways. A categorical exception shall not be used for a project which may result in damage to scenic resources, including but not limited to, trees, historic buildings, rock outcroppings, or similar resources, within a highway officially designated as a state scenic highway. This does not apply to improvements which are required as mitigation by an adopted negative declaration or certified EIR.*

As discussed under Item C “Aesthetics” above, the proposed project would not result in damage to a scenic resource within a highway officially designated as a State scenic highway. There are no scenic highways located in the project vicinity.

(e) Hazardous Waste Sites. A categorical exemption shall not be used for a project located on a site which is included on any list compiled pursuant to Section 65962.5 of the Government Code.

The project site is not listed on the Department of Toxic Substances Control Hazardous Waste and Substances Site List (Cortese List, compiled pursuant to Section 65962.5 of the Government Code). Project plans would include emergency procedures for responding to hazardous materials releases for materials that would be brought onto the site as part of project implementation activities, or for any materials present at the site. The emergency procedures for hazardous materials releases will include the necessary protective equipment, spill containment procedures, and training of workers to respond to accidental spills/releases. All use, storage, transport and disposal of hazardous materials (including any hazardous wastes) during construction activities would be performed in accordance with existing local, State, and federal hazardous materials regulations.

(f) Historical Resources. A categorical exemption shall not be used for a project which may cause a substantial adverse change in the significance of a historical resource.

The proposed project would occur within an existing County-owned park, and would not affect any historical resources.

CONCLUSION

In summary, the proposed project would be exempt from detailed CEQA review pursuant to Section 15301, 15303, and 15304 of the *CEQA Guidelines* and would not meet any of the exceptions listed in Section 15300.2 of the *CEQA Guidelines* that would make the Categorical Exemption inapplicable.

Attachment: Figure 1, Site Construction Plan

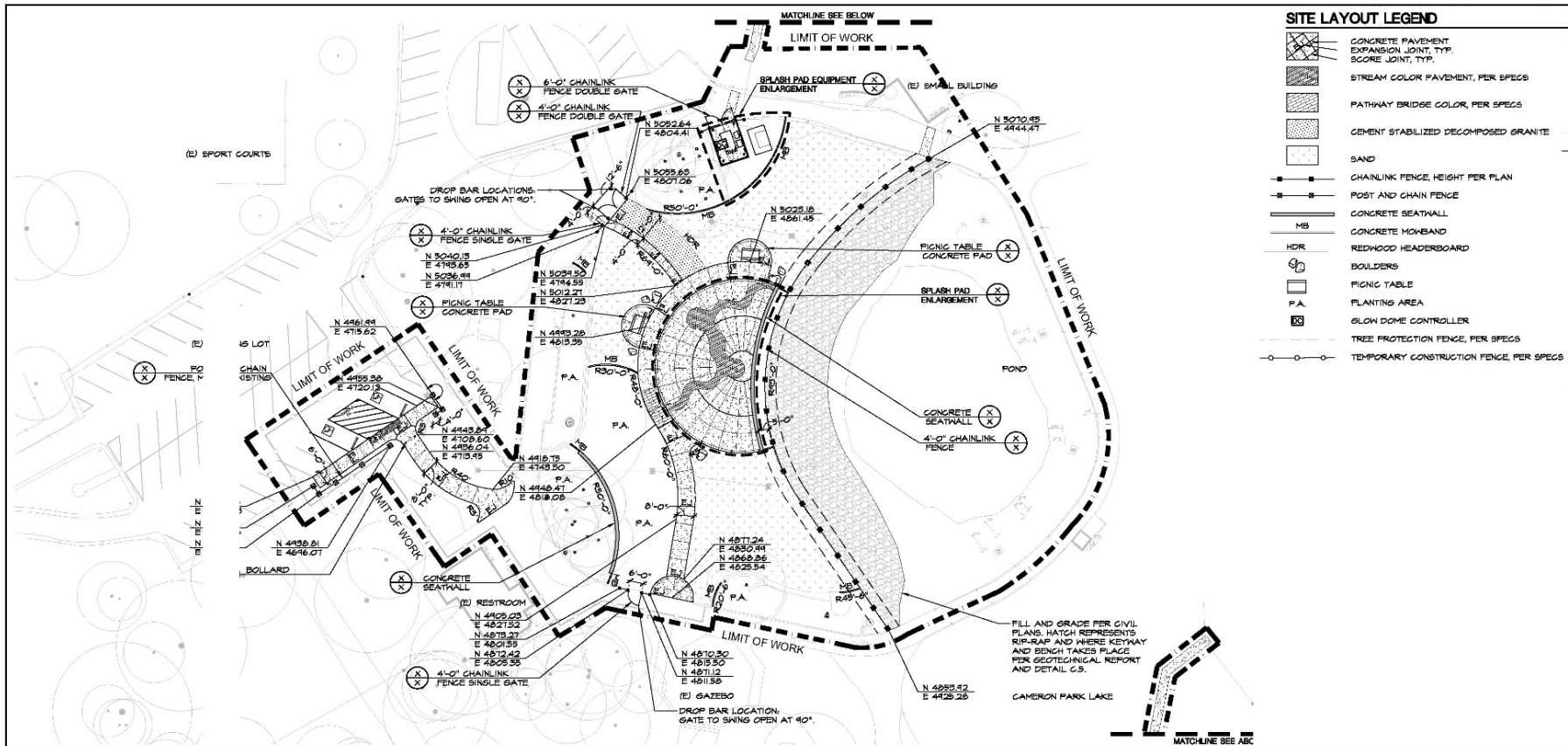


FIGURE 1



Cameron Park Lake: Splash Pad
Cameron Park, El Dorado County, California

Site Construction Plan

SOURCE: Callander Associates, Inc (August 2021)

I:\CAL2001\A\Figure 1.ai (10/15/2021)

RESOLUTION No. 2021-28
of the Board of Directors of the
Cameron Park Community Services District
November 17, 2021

RESOLUTION APPROVING CATEGORICAL EXEMPTION
FOR CAMERON PARK LAKE SPLASH PAD PROJECT

WHEREAS, the Board of Directors placed a high priority on the development of a new water-featured amenity to replace the Swimming Lagoon; and

WHEREAS, staff is proceeding with the development of plans and specifications for a Splash & Spray Playground at Cameron Park Lake; and

WHEREAS, Cameron Park Community Services District was awarded funds from the State of California, Parks, Environment, and Water Bond - Proposition 68 Per Capita Grant;

WHEREAS, State of California grant guidelines requires compliance with California Environmental Quality Act (CEQA) and its guidelines for discretionary projects being performed by a public agency, and the sports field renovation project is considered a discretionary project;

WHEREAS, to proceed with finalizing plans and specification, and to construct the project a CEQA document is required.

WHEREAS, The review, consistent with California Environmental Quality Act (CEQA) guidelines, concluded that the Splash Pad Project is exempt from CEQA; therefore, a Notice of Exemption – Categorical Exemption is prepared for consideration by the Board of Directors.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Cameron Park Community Services District, El Dorado County, California, approves the Notice of Exemption - Categorical Exemption for the Splash Pad Project at Cameron Park Lake.

PASSED AND ADOPTED this 17th day of November 2021, by the following vote of said Board:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Director Eric Aiston, President
Board of Directors

Jill Ritzman, General Manager
Secretary to the Board



Agenda Transmittal

DATE: November 17, 2021

FROM: Jill Ritzman, General Manager

AGENDA ITEM #10: **Correcting Resolution Number for Agreement with Callander Associates Landscape Architects for Eastwood Park Improvement Design Services**

RECOMMENDED ACTION: Approve Resolution 2021-29

Background

On October 20, 2021, the Board of Directors approved Resolution 2021-26 approving an agreement between Cameron Park Community Services District and Callander Associates Landscape Architects. This Resolution number had already been assigned to another Board action item in September.

Discussion

Approving Resolution 2021-29 will correct the Resolution number, eliminating the duplication of Resolution numbers.

Attachments:

10A - Proposed Agreement with CALA

10B - Resolution 2021-29

September 28, 2021

Jill Ritzman
Cameron Park CSD
2502 Country Club Drive
Cameron Park, CA 95682

RE: EASTWOOD PARK IMPROVEMENTS

Dear Jill,

We are excited for the opportunity to assist you and the Cameron Park Community Services District (District) for master planning Eastwood Park. We understand that you have already conducted one workshop with the neighbors to solicit input. We will use those efforts to help guide the design.

This agreement is made between the District and Callander Associates Landscape Architecture, Inc. (CALA) as defined below, constituting the entire Agreement between the parties and superseding all previous written, oral or other conditions. This Agreement shall be amended only in writing as signed by the parties.

Under contract with the District, CALA will provide park master planning and community outreach services. To assist you in these efforts, we would propose to complete the following tasks in chronological order. The items shown in **bold-face italics** are documents that we would prepare as part of our tasks.

1.0 PRELIMINARY DESIGN

- 1.01 Startup Meeting: Attend startup meeting at the district. Prepare **agenda** and **meeting summary**. Purpose of meeting is to evaluate budget, schedule, prioritizing, costs and community needs.
- 1.02 Site Review: Conduct site visit. Take site photos and document general condition and opportunities.
- 1.03 Draft Master Plan: Using base sheets from as-builts or aerial photos, prepare diagram **draft master plan** and **master plan level estimate**. Improvements shall reflect input received from the first workshop and should indicate amenity options for presentation at the second public meeting. Plan shall be rendered in color for presentation.
- 1.04 District Review: Submit to district for review and meet to discuss potential revisions prior to presentation to public.
- 1.05 Public Review Meeting: Attend and present at one public meeting to solicit input and feedback on recommendations and opportunities. Document in **meeting summary**. To supplement presentation, prepare **idea images** to help visualize the opportunities for recreation amenities.

1.06 Review Meeting: Meet with District to review feedback from Public Review Meeting. Revisions will be made in the design development phase.

2.0 DESIGN DEVELOPMENT – not included in this scope

3.0 CONSTRUCTION DOCUMENTS– not included in this scope

4.0 BIDDING AND CONSTRUCTION REVIEW– not included in this scope

5.0 ADDITIONAL SERVICES

5.01 All tasks not specifically noted above could be performed as additional services. These tasks would include, but not be limited to, all revisions or additional submittals required by the *District* or any other agency’s review, other meetings, additional design studies, or other tasks not specifically noted in the foregoing. These services would be billed hourly or on a lump sum fee basis to be documented in a written amendment to this agreement.

6.0 REIMBURSABLE EXPENSES

6.01 In addition to billing for the above services, we would bill for all printing and reproduction, delivery, horticultural soils samples, the communication and insurance surcharge, subconsultant administration and other reimbursable expenses as noted in the attached Standard Schedule of Compensation. You should establish a tentative budget for these expenses (see 7.0 Compensation Summary below). These costs will be itemized on our invoice and compared monthly with the total allowances to assist you in monitoring these costs.

7.0 COMPENSATION SUMMARY


	Hrs	TOTAL
1.0 Preliminary Design (lump sum)	52.00	\$ 6,797.00
Reimbursables (allowance)		\$ 510.00
TOTAL	52.00	\$ 7,307.00

8.0 TERMS & CONDITIONS

8.01 CALA shall perform the services provided in this Agreement in accordance with the attached Terms and Conditions.

Callander Associates Landscape
Architecture, Inc.

Agreed and authorized to proceed for:
Cameron Park CSD



Benjamin W. Woodside, PLA, ASLA, Principal

Signature date

Name & Title

Attachments: Standard Schedule of Compensation dated 2021
Short Form Terms and Conditions

Notice: Landscape architects are licensed by the State of California. Terms and conditions are subject to change after ninety days.

Standard Schedule of Compensation 2021 Gold River

General

The following list of fees and reimbursable expense items shall be used in the provision of services described in the agreement. These amounts shall be adjusted in January, upon issuance of an updated Standard Schedule of Compensation:

Hourly Rates

Principal	\$190 /hour
Senior Associate	\$178 /hour
Associate	\$166 /hour
Construction Manager	\$166 /hour
Senior Project Manager	\$153 /hour
Project Manager 1	\$147 /hour
Project Manager 2	\$140 /hour
Job Captain	\$123 /hour
Designer 1	\$114 /hour
Designer 2	\$106 /hour
Assistant Designer	\$94 /hour
Accounting	\$165 /hour
Senior Project Administrator	\$123 /hour
Project Administrator	\$110 /hour

Reimbursable Expenses Rates

Expenses	cost + 15%
<i>printing and reproductions, postage and delivery, mileage, travel expenses (hotel / food), testing and outside services, and other project related expenses</i>	
Subsultant Administration	cost + 10%
Communications and Insurance Surcharge	2.5% of total fees

Payments

Payments are due within ten days after monthly billing. Callander Associates reserves the right to suspend services for non-payment if payment is not received within a period of 60 days after invoice date. Additionally invoices 60 days past due are subject to a 1.5% per month interest charge. Retainer amounts, if indicated, are due upon signing the agreement and shall be applied to the final invoice for the project.

September 28, 2021

Eastwood Park Improvements
Cameron Park

TERMS AND CONDITIONS FOR LANDSCAPE ARCHITECTURAL SERVICES

CLIENT:

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

jritzman@cameronpark.org

LANDSCAPE ARCHITECT: Callander Associates Landscape Architecture, Inc. (herein after "CALA")

Corporate Office
12150 Tributary Point Drive, Suite 140
Gold River, CA 95670

Ph: 916.985.4366

LOCATION WHERE WORK WILL BE PERFORMED:

12150 Tributary Point Drive, Suite 140
Gold River, CA 95670

Ph: 916.985.4366

GENERAL TERMS OF AGREEMENT OF SERVICES

The basic services are to be provided as outlined in the Agreement dated September 28, 2021, and in accordance with generally accepted professional practices in the Architectural/Engineering design profession currently practicing in the same locality and under similar conditions. No warranty or representation of quality or result, express or implied is intended in our Scope of Services, this Agreement, reports or electronic documents. Any deliverables provided to the Client by CALA shall be strictly subject to the conditions and limitations stated herein.

Ownership & Submittals: The drawings, specifications, and all other documents prepared by CALA for this project (whether submitted by hard copy or electronic delivery) are instruments of CALA's service for sole use of this project, and CALA shall be deemed the author of these documents retaining all common law, statutory and other reserved rights, including the copyright. The Client shall be permitted to retain copies, including reproducible copies, of CALA's drawings, specifications, and other documents for information and reference in connection with the Client's exclusive use. CALA's drawings, specifications, or other documents shall not be used by the Client or others on other projects. In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless CALA, its officers, directors, employees and subconsultants against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, arising from any changes made by anyone other than CALA or from any reuse of the documents without the written prior consent of CALA.

Indemnification and Hold Harmless: Client agrees, to the fullest extent permitted by law, to waive any claim against and indemnify and hold harmless CALA, its employees, agents and subconsultants from and against any and all damages, liabilities, claims, actions or costs of any kind, including reasonable attorney fees and defense costs, arising out of or in any way connected with the performance or non-performance of this Agreement. Exceptions to such liabilities shall be those determined by a court of law

or other forum of competent jurisdiction, deemed to be caused by the sole negligence or willful misconduct of CALA. CALA agrees to indemnify and hold client harmless from and against any claims, damages, losses and expenses that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of CALA, its employees, agents and subconsultants. In no event shall the costs to defend charged to CALA exceed CALA's proportionate percentage of fault.

Insurance: CALA agrees to procure and maintain insurance coverage for the duration of the project and for up to 3 years after project completion or, whatever is reasonably required by law. CALA requires all subconsultants to maintain insurance coverage similar to limits CALA carries. Certificates of Insurance, Waivers of Subrogation and other insurance documentation will be provided on a per project basis upon Client's request.

Payment: CALA shall be compensated for services rendered by payment of the fixed fee amounts and hourly rates plus those charges for additional services and reimbursable expenses. All payments for fees and reimbursable expenses are due to CALA's corporate office within ten days of the invoice date. CALA reserves the right to suspend services for non-payment if payment is not received within a period of 60 days after invoice date. Late payments shall be subject to a 1.5% monthly interest charge, regardless of the invoice amount. Failure of the Client to make payments to CALA in accordance with this Agreement shall be considered substantial nonperformance and cause for termination. If the Client fails to make payment when due CALA for services and expenses, CALA may, upon seven days' written notice to the Client, suspend performance of services under this Agreement. Unless payment in full is received by CALA within seven days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, CALA shall have no liability to the Client for delay or damage caused the Client because of such suspension of services.

Termination, Suspension or Abandonment: This Agreement may be terminated by either party upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination. If the project is suspended by the Client for more than 30 consecutive days, CALA shall be compensated for services performed prior to notice of such suspension. When the project is resumed, CALA's compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of CALA services. This Agreement may be terminated by the Client upon not less than seven days' written notice to CALA in the event that the project is permanently abandoned. If the project is abandoned by the Client for more than 90 consecutive days, the CALA may terminate this Agreement by giving written notice.

Dispute Resolution: All claims, disputes, and controversies arising out of or in relation to the performance, interpretation, application, or enforcement of this Agreement, including but not limited to breach thereof, shall be referred for mediation under the then current Construction Industry Mediation Rules of the American Arbitration Association prior to any further recourse.

END OF TERMS AND CONDITIONS

**RESOLUTION No. 2021-29
of the Board of Directors
of the Cameron Park Community Services District
November 17, 2021**

**RESOLUTION APPROVING THE AGREEMENT BETWEEN CAMERON PARK
COMMUNITY SERVICES DISTRICT AND CALLANDER ASSOCIATES LANDSCAPE
ARCHITECTS FOR THE EASTWOOD PARK IMPROVEMENTS LANDSCAPE
ARCHITECTURE DESIGN SERVICES**

WHEREAS, Cameron Park Community Services District (District) is seeking landscape architecture services for possible improvements at Eastwood Park; 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 provide design services to assist Eastwood Park residents and District staff plan for possible future amenities at Eastwood Park; and

WHEREAS, Resolution 2021-29 will correct the Resolution number previously approved incorrectly on October 20, 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 17th of November 2021, by the following vote of said Board:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Eric Aiston, President
Board of Directors

Jill Ritzman, General Manager
Secretary to the Board

GENERAL MANAGER EMPLOYMENT AGREEMENT

This General Manager Employment Agreement (“Agreement”) is made as of _____, 2021, by and between **Cameron Park Community Services District (“District”)**, and **Andre Pichly (“Employee”)**. The District and Employee may be referred to at times individually as the “Party” or collectively as the “Parties.”

The Effective Date of this Agreement shall be December 1, 2021, regardless of the date on which this Agreement is executed.

RECITALS

WHEREAS, District is a California community services district formed pursuant to California statute;

WHEREAS, District needs to appoint a duly qualified General Manager who will oversee the day-to-day management of the District;

WHEREAS, District has offered the position of General Manager to Employee; and

WHEREAS, Employee has the skills, experience and qualifications necessary for the position of General Manager and has accepted the District’s offer;

NOW, THEREFORE, in consideration of the recitals above and the mutual covenants and agreements set forth herein, the Parties agree to the terms and conditions set forth below.

ARTICLE I
EMPLOYEE’S DUTIES

1.1 Duties. During the term of this Agreement, Employee will be employed by the District to serve as the General Manager of the District, and will perform those duties and responsibilities set forth in the District’s Bylaws, as may be amended from time to time, the duties and responsibilities set forth in the General Manager Job Description, as may be amended from time to time, and such further duties and responsibilities as may be assigned to him by the Board of Directors from time to time. Employee shall be subject to the supervision and direction of the District’s Board of Directors (the "Board"), and shall report directly to the President of the Board. Employee acknowledges that the Board of Directors may change the General Manager’s duties from time to time in writing without further amendment of this Agreement.

1.2 Hours/Location. The Employee will devote his full time and attention to the conduct of the business of the District so as to ensure the effective discharge of Employee's duties under this Agreement. During the Term of this Agreement, and any renewals thereof, Employee shall not engage in any other business activities without the prior written permission of the Board of Directors. During the term of this Agreement, Employee will perform services under this Agreement primarily at the District's principal place of business in Cameron Park, California; provided, however, that the District may, from time to time, require Employee to travel temporarily to other locations for District business. District here acknowledges that Employee is currently teaching as adjunct faculty at California State University Sacramento one day per week and that Employee continuing to do so shall not violate the terms of this paragraph. Employee agrees to notify the Board of Directors in writing before each teaching term what Employee’s proposed teaching schedule is and District shall not unreasonably deny such activity so long as it does not interfere with Employee’s duties for

District.

1.3 Ethics and Compliance. Employee shall perform his duties and carry out his responsibilities in a professional, ethical and businesslike manner, and shall comply with all applicable, legal District policies, protocols and procedures, in addition to all federal, state and local laws and regulations applicable to the District.

ARTICLE II

SALARY AND BENEFITS

2.1 Salary. The District agrees to pay to Employee a base salary ("Base Salary") of One Hundred Thirty-five Thousand Dollars (\$135,000.00) per year payable in accordance with the District's normal payroll practices, which may change from time to time.

2.2 Benefits. Except as specifically stated otherwise in this agreement, Employee will be entitled to the employment benefits afforded to all management / non-represented employees of the District. Where applicable, such benefits shall be implemented in accordance with the terms and conditions of the District's Employee Handbook, as such handbook may be amended from time to time. Employee and District acknowledge that said benefits shall be determined as of the date of this Agreement, but may change in the future without the need for amending this Agreement. In the event of change, District agrees to give Employee no less than thirty (30) days' written notice of said change.

2.3 Health Insurance. District shall pay 100% the cost of health insurance for Employee and 50% for Employee's family. In the event Employee declines all health insurance, then District shall pay Employee a yearly stipend of \$10,000. Said stipend shall not be considered salary.

2.4 Expenses. During the term of this Agreement, Employee may be reimbursed for reasonable business expenses in accordance with the general policy of the District, as adopted by the Board of Directors from time to time. Employee shall also be reimbursed \$100.00 per month as a cell phone allowance. District shall also reimburse Employee \$100 per month for mileage.

2.5 Vacation and Administrative Leave. Employee shall begin accruing vacation leave from the first day of Employee's employment with District. During the first year of employment, Employee's vacation leave shall accrue at a rate totaling two (2) weeks per calendar year. Thereafter, Employee shall accrue leave at a rate totaling three (3) weeks per year. Additionally, Employee shall be allotted (80) hours of administrative leave per calendar year. Use of vacation and administrative leave shall be in accordance with the District's Employee Handbook.

2.6 457 Account. District shall contribute up to four percent (4%) matching per calendar year into a 457 account during the term of Employee's employment.

2.7 Negotiation of Terms and Agreement Term. The term of this Agreement shall be three (3) years, commencing on the Effective Date. This Agreement may be renewed for succeeding terms of one (1) year or more, upon the written agreement of Employee and the Board of Directors. At least ninety (90) days prior to the end of the Agreement's term, or any renewal term thereafter, the parties shall meet to discuss whether they intend to enter into an additional term and, if so, shall commence negotiations with respect to any amendments to this Agreement, including any changes in salary or benefits. In the event Employee continues to render services to District after the initial three (3) year term of this Agreement has passed, and does so without District and Employee

executing an extension or renewal of this Agreement, this Agreement shall convert to a month-to-month agreement under the same terms as existed during the term immediately prior.

2.8 Membership in Professional Organizations. District shall reimburse Employee for membership in professional organizations related to his Employment under this Agreement, such as CPRS, ICMA, and CASD. District shall reimburse Employee for attendance at and travel to yearly conferences for such organizations so long as they are held within the State of California. Attendance at and travel to conferences outside of California shall not be reimbursable by District and shall be at Employee's sole expense, unless authorized in writing by District's Board of Directors *prior* to costs being incurred.

2.9 Annual Review. Within thirty (30) days of each anniversary of Employee's start of employment, District's Board of Directors shall conduct an evaluation of Employee's performance. At such evaluation the Board of Directors will consider Employee's overall performance and compensation, including salary compensation based on performance.

ARTICLE III **TERMINATION OF EMPLOYMENT**

3.1 Termination by District.

3.1.1 Automatic Termination. This Agreement shall terminate automatically upon Employee's death, legal incapacity or disability if such disability precludes Employee from performing the essential duties and responsibilities of the position as determined by an impartial third party (i.e. occupational health physician or group not affiliated with the Employee or District).

3.1.2 Termination For Cause. The District shall have the absolute right, upon delivery of written notice to Employee, to immediately terminate this Agreement and Employee's employment for cause. "For Cause" means termination by the District of Employee's employment (i) by reason of Employee's willful dishonesty towards, fraud upon, or deliberate injury or attempted injury to, the District; (ii) by reason of Employee's material waste or misuse of the District's assets; (iii) by reason of Employee's failure to follow a legal directive from the Board; (iv) by reason of Employee's intentional misconduct with respect to the performance of Employee's duties under this Agreement.

3.1.3 Termination For Breach of Agreement. In addition to the reasons enumerated above as Termination for Cause, District shall also have the absolute right, upon delivery of written notice to Employee, to immediately terminate this Agreement and Employee's employment for a material breach of this Agreement by Employee. If District intends to terminate this Agreement for a material breach (other than for reasons listed in section 3.1.2 above), District shall notify Employee of its intention to terminate Employee's employment by reason of the Employee's material breach of this Agreement. Employee shall have fifteen (15) days from receipt of written notice of such material breach from the District in which to cure such breach. In the event such breach is not timely cured Employee's employment shall terminate upon delivery of written notice of Failure to Cure Breach of Agreement.

3.2 Termination by Employee for Breach of Agreement. Employee shall notify District of his intention to terminate Employee's employment by reason of the District's material breach of this Agreement. The District shall have fifteen (15) days from receipt of written notice of such

material breach from the Employee in which to cure such breach. In the event such breach is not timely cured Employee's employment shall terminate. Failure to pay Employee the salary, as provided above, or provide any of the employment benefits, shall be deemed a "material breach."

3.3 Termination on 30-Days' Notice. Notwithstanding any of the above provisions, both District and Employee shall have the absolute right to terminate this Agreement upon 30-days' written notice delivered to the other party. This right of termination upon 30-days' written notice shall apply whether or not good cause for terminating this Agreement exists, whether or not it is terminated for a material breach, and whether or not the initial or any subsequent term of this Agreement has expired. The 30-days' written notice described in this section shall not obligate the District to provide any such notice if this Agreement is terminated under any of the sections above, unless otherwise required by those sections.

3.4 Benefits at Termination of Employment. All insurance benefits received by Employee shall end on the last day of the month of the termination of Employee's employment. Expense reimbursements shall be only be paid for expenses incurred up to and including the day of termination. This shall remain true regardless of whether or not the termination is with or without cause, which party initiates the termination, and/or under which provision of this Agreement the termination of employment occurs.

3.5 Severance. In case of District termination without cause, including without limitation an uncured material breach by Employee, or if Employee terminates this Agreement for the District's lack of timely cure to a Breach of Agreement as defined in Section 3.2, severance shall be paid to Employee based on the date of the written termination notice as follows:

3.5.1 From the Original Effective Date of this Agreement (December 1, 2021) through six (6) months (i.e., May 1, 2022), no severance shall be paid to Employee regardless of the reason for termination.

3.5.2 In the event that District terminates Employee's employment effective on or after Employee has been employed for six (6) calendar months, District shall pay Employee an amount equal to three (3) months of his then-current salary. In addition, District shall also pay Employee an amount equal to one month's salary for each complete year Employee was employed by District, up to a maximum of six (6) month's salary. Severance payment under this section shall not include any payment for benefits not otherwise required by law.

3.6 At-Will Employment. Subject to the terms of this Article, Employee is and shall remain an at-will employee. As General Manager, Employee shall be the chief executive officer of the District subject to mandatory direction only by the Board of Directors. Employee shall be compensated on a salary basis and shall devote all professional hours to service of the District, except as otherwise agreed in writing by the Board of Directors.

ARTICLE IV CONFIDENTIALITY

4.1 Confidentiality and/or Proprietary District Business Information. During the course of Employee's duties hereunder, Employee will acquire or have access to information regarding the business operations of the District including, but not limited to, information regarding pricing, billing, claims, compensation, business operations, agreements, trade secrets, and business and technical manuals ("Confidential Information"). Employee acknowledges that the District would suffer financial harm if such Confidential Information were to be disclosed to third parties and agrees

not to disclose to, or otherwise discuss such Confidential Information with, any third party without the express written consent of the District or as expressly required by law. Upon termination of this Agreement, Employee agrees to promptly return any Confidential Information in Employee's possession or control to the District.

**ARTICLE V
GENERAL PROVISIONS**

5.1 Amendment. This Agreement may be amended from time to time, but only by written instrument executed by each of the parties.

5.2 Non-Assignability. Employee may not assign, sell, or otherwise transfer this Agreement or any interest therein. Employee may not delegate her duties hereunder without the prior express written approval of the Board in its sole discretion.

5.3 Prior Agreements. This Agreement supersedes all prior written or oral agreements between the parties covering the same matter.

5.4 Third-Party Beneficiaries. The rights and obligations of each party to this Agreement shall inure solely to the benefit of the parties hereto, and no persons or entity shall be a third party beneficiary of this Agreement.

5.5 Counterparts. This Agreement may be executed in several counterparts, and all counterparts so executed shall constitute one Agreement and shall be binding on all of the parties hereto, notwithstanding that all of the parties are not signatory to the original or the same counterparts.

5.6 Severability. The provisions of this Agreement shall be deemed severable and if any portion shall be held invalid, illegal or unenforceable for any reason, the remainder of this Agreement shall be effective and binding on the parties.

5.7 Changes in Law. Both parties agree that in the event future legislation is enacted or regulations are promulgated or a decision of a court is rendered that, in the opinion of legal counsel for either party, affects or may affect the legality of this Agreement or materially and adversely affects the ability of either party to perform its obligations or receive the benefits intended hereunder ("Change in Law"), then the parties agree to act in good faith to amend this Agreement as necessary to bring it into compliance with applicable laws and to carry out the original intention of the parties to the extent possible. If one or both parties cannot in good faith agree to such amendment, then either party may terminate on thirty (30) days' notice.

5.8 Governing Law. The validity, interpretation and performance of this Agreement shall be governed and construed in accordance with the laws of the State of California.

5.9 Binding Effect. The terms and conditions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors, assigns, and legal representatives.

5.10 Representation by Counsel. The District and Employee each acknowledge that they have had the opportunity to consult with legal counsel of their choice prior to execution of this Agreement. The parties further acknowledge that the terms of this Agreement are the result of negotiations between them and that the terms of this Agreement shall not be construed in favor of, or against, any party by reason of the extent to which a party or its counsel participated in its drafting, or by reason of the extent to which this Agreement may be inconsistent with prior drafts thereof.

5.11 Headings. Any titles, captions or paragraphs contained in this Agreement are for convenience only and shall not be deemed part of the contents of this Agreement, and shall in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof.

5.12 Notices. Any notice required or permitted by this Agreement shall be given in writing sent by overnight delivery, personal delivery or United States registered or certified mail, return receipt requested, all of which shall be properly addressed, with postage or delivery charges prepaid as follows:

If to District:

Cameron Park Community Services District
2502 Country Club Drive
Cameron Park, CA 95682
Attention: Board of Directors

If to Employee:

Andre Pichly
2700 21st Street
SACRAMENTO, CA
95818

Notices sent by personal delivery shall be deemed given upon actual receipt. Notices sent by overnight delivery shall be deemed given on the next business day. Notices sent via United States registered or certified mail shall be deemed given two (2) business days from mailing.

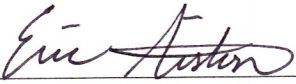
5.13 Entire Agreement. The parties agree that neither party has made any representation, warranty or covenant not fully set herein, and that this Agreement is a complete statement of the entire agreement which supersedes all previous communications between the parties hereto.

5.14 Waiver. A waiver of any of the terms and conditions hereof shall not be construed as a waiver of any other terms and conditions hereof.

5.15 Venue. Employee and District agree that in the event of a dispute arising from this Agreement or from any part of Employee's employment with District, venue for resolving such dispute shall be exclusively in the County of El Dorado.

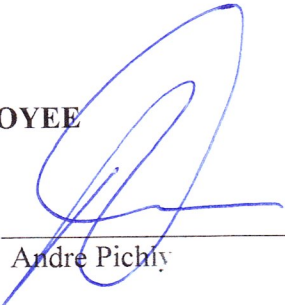
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

CAMERON PARK CSD

By: 
Name: Eric Aiston
Title: President. Board of Directors

Date: 10/27/2021

EMPLOYEE

By: 
Name: Andre Pichly

Date: 10-23-2021



Agenda Transmittal

DATE: November 17, 2021

FROM: Jill Ritzman, General Manager

AGENDA ITEM #12: **MEMORANDUM OF UNDERSTANDING 2021-2024 BETWEEN CAMERON PARK COMMUNITY SERVICES DISTRICT AND CAMERON PARK COMMUNITY SERVICES DISTRICT EMPLOYEE ASSOCIATION**

RECOMMENDED ACTION: APPROVE Resolution 2021-30

Background

In June, the General Manager extended 2018-2021 Memorandum of Understanding (MOU) between Cameron Park Community Services District (District) and Cameron Park Community Services District Employee Association (CPCSDEA).

Discussion

Labor negotiations concluded earlier this month in an agreement between the District and CPCSDEA. Key elements of the MOU include a one-time stipend of \$500, 3% wage increase per year, matching funds for employee contribution into 457 Plan, and a 5 year vesting requirement for retiree health care for new employees. These benefits will also extend to unrepresented employees, specifically the Finance/HR Officer and Parks & Facilities Superintendent.

Conclusion

The MOU represents the Board's appreciation of staff's good work and efforts to increase salaries to better align with industry standards.

Attachments

12A. 2021-2024 Memorandum of Understanding

12B. Resolution 2021-30

12C. Updated Salary Schedule

MEMORANDUM OF UNDERSTANDING
BETWEEN THE CAMERON PARK COMMUNITY SERVICES DISTRICT
AND CAMERON PARK COMMUNITY SERVICES DISTRICT EMPLOYEES ASSOCIATION

July 1, 2021 through June 30, 2024

Table of Contents

Chapter I: Recognition and Administrative Matters

Article 1: Preamble And Recognition.....	4
Article 2: Employee Rights.....	4
Article 3: Policies and Procedures.....	5
Article 4: Benefits and Waiver Clause.....	5
Article 5: Successor Clause.....	5
Article 6: Term of Agreement.....	5

Chapter 2: Compensation

Article 7: Salary.....	6
Article 8: Overtime Compensation.....	7
Article 9: Uniform/Boot Allowance.....	7

Chapter 3: Health and Retirement Plans

Article 10: Health Plans Medical, Vision and Dental.....	8
Article 11: Retirement Plans.....	8
Article 12: Retiree Health Benefits.....	8-9
Article 13: Work Related Disability Benefits.....	9-10

Chapter IV Leaves and Holidays

Article 14: General Leave Provisions.....	11
Article 15: Vacations and Leave of Absence.....	11-12
Article 16: Sick Leave.....	12-13
Article 17: Compensatory Time Off.....	14
Article 18: Educational Leave/Reimbursement.....	15
Article 19: UNION Business Leave.....	14-15
Article 20: Bereavement Leave.....	15
Article 21: Jury Duty/Court Leave.....	15
Article 22: Holidays.....	15-16
Article 23: Reporting of Accrued Time-Off Benefits.....	16

Chapter V: Hours Scheduled and Staffing

Article 24: Duty Hours and Schedule.....	17
Article 25: Standby/Call In Pay.....	17

Chapter VI: Probation, Promotion, Grievance and Discipline

Article 26: Probation Periods for Newly Hired Employees.....	18
Article 27: Promotion.....	18
Article 28: Grievance Procedures.....	18-20
Article 29: Disciplinary Action Process and Appeals Procedures.....	20-22

Chapter VII Miscellaneous Provisions

Article 30: Exposure to Contagious Diseases in the Course and Scope of Employment.....	23
Article 31: Safety	23
Article 32: Seniority	23-24
Article 33: Reduction in Force	24
Article 34: Mileage Reimbursement	24
Article 35: Board Packets	24
Article 36: No Strike	24
Article 37: Blood Donation and Voting	25
Article 38: General Reopener	25
Article 39: Signatures	25

CHAPTER I
RECOGNITION AND ADMINISTRATIVE MATTERS

ARTICLE 1: PREAMBLE AND RECOGNITION

- A. This Memorandum of Understanding (MOU) is entered into by and between the Cameron Park Community Services District Employees Association, represented by American Federation of State, County and Municipal Employees (AFSCME), Local 1, hereinafter referred to as the "Union" and the Cameron Park Community Services District, hereinafter referred to as the "District." It is the intent and purpose of this MOU to set forth the understanding of the parties regarding, but not limited to, matters relating to the wages, hours, and terms and conditions of employment between employees represented by the Union and the District.
- B. For the purpose of meeting and conferring in accordance with the Myers-Miliias-Brown. Act, the Union is formally recognized as the exclusive representative of all the following job classifications:
- Accounting Specialist I
 - CC&R Enforcement Officer
 - Maintenance Worker II
 - Park Maintenance Foreman
 - Parks & Facilities Supervisor
 - Receptionist
 - Recreation Coordinator
 - Recreation Supervisor
- C. The parties to this MOU agree that neither shall discriminate against any person in the administration of this agreement on the basis of race, color, ancestry, religion, sex, age, national origin, sexual orientation, or as described in the Americans With Disabilities Act.
- D. The desire of this MOU is to create a mutually beneficial relationship between the members of the Union and the District, relating to employee development and economic growth of the District.

ARTICLE 2: EMPLOYEE RIGHTS

- A. Notwithstanding the provisions of this agreement, employees shall retain all rights provided for in Government Code 3500.
- B. For the purpose of this MOU, the terms "employee" and "Personnel" shall refer exclusively to those employees who are members in the Union.

ARTICLE 3: POLICIES AND PROCEDURES

- A. Copies of all District Policies and Procedures, Rules and Regulations shall be made available to each represented employee by the District upon initial employment and throughout their term of employment.

ARTICLE 4: BENEFITS AND WAIVER CLAUSE

- A. The parties further agree that all terms and conditions of this MOU, whether stated herein or incorporated by reference, shall be maintained and continue for the life of this agreement, except in case of severe financial hardship, in which case, the Board and the Union agree to meet and confer over the impact of the MOU.
- B. All wages, hours, and other terms and conditions of employment shall be maintained and remain unchanged until a successor MOU is entered into between the District and the Union.
- C. If any article or provision of this agreement or any portion thereof, or the application of such to any person or circumstance is inconsistent with applicable law or is otherwise held to be invalid by a court of competent jurisdiction, the remainder of this agreement or the application of such portion to persons or circumstances other than those as to which it is held invalid shall not be affected.

ARTICLE 5: SUCCESSOR CLAUSE

- A. This agreement shall be binding upon any organization which, during the term of this agreement, succeeds the Union as the recognized employee/employer organization.

ARTICLE 6: TERM OF AGREEMENT

- A. The terms and conditions of this Memorandum of Understanding are effective July 1, 2021 and shall remain in full force and effect until June 30, 2024; and shall remain in full force and effect year to year, thereafter, unless either party gives written notice, by certified mail, or their intent to alter, amend, or modify this MOU not more than ninety (90) days nor less than sixty (60) days prior to the expiration date of this MOU.

CHAPTER II COMPENSATION

ARTICLE 7: SALARY

- A. Employees shall be compensated in accordance with the provisions of this agreement and the Fair Labor Standards Act, as amended.
- B. Employee shall be compensated pursuant to Attachment A. Each job classification is assigned a salary range and employees in each job classification shall be compensated accordingly.
 - 1. Employee hired prior to July 1, 2018: Employees shall move through the salary range up to Step 9 in step increments of approximately 5%. For example, an employee on step 1 shall move on his/her anniversary date to step 3, followed by step 5, and so on up to step 9. Employees shall move from step 9 to steps 10, 11, 12, and 13 on his/her anniversary date in increments of approximately 2.5%. Step 13 shall be the final step of the salary range.
 - 2. Employees hired on or after July 1, 2018: Employees shall move through the salary range in step increments of approximately 2.5%. For example, an employee on step 1 shall move on his/her anniversary date to step 2, then to step 3, and so on up to Salary Step 13. Step 13 shall be the top and final step of the salary range.
 - 3. Salary range movement shall be in accordance with CPCSD Personnel Policies and Procedures.
- C. Salary Increases
 - 1. Effective the first full pay period in December 2021, all job classifications listed in Article IB shall receive a 3 % increase. In addition to and separate from said increase, all job classifications listed in Article IB shall receive a one-time \$500 stipend payment. Said one-time \$500 stipend payment shall not otherwise increase the regular rate of pay for any job classification, shall not be repeated, and shall not be used to calculate future pay increases, if any.
 - 2. Effective the first full pay period in July 2022, all job classifications listed on Article IB shall receive a 3 % increase.
 - 3. Effective the first full pay period in July 2023 , all job classifications listed on Article IB shall receive a 3 % increase.

ARTICLE 8: OVERTIME COMPENSATION

- A. All hours worked, which exceed the employee's regular eight (8) hour day and forty (40) hour week, shall be considered overtime (except Article 8A1) and shall be compensated at a rate of one and one-half (1.5) times the employee's normal rate of pay, up to fifty-six (56) hours and then at two (2) times the employee's normal rate of pay. The District may require employees to work flexible work schedules to reduce the need for overtime pay or CTO.
- B. Employees shall be paid a two (2) hour minimum, at the overtime rate, for each callback received during non-duty hours.
- C. Pursuant to Article 17, employees may reserve the right to take compensatory time off for compensatory time earned or use flex time as straight time hours during the same pay period verses overtime pay.

ARTICLE 9 : UNIFORM[BOOT ALLOWANCE

- A. If a uniform is required by the District, such uniform will be provided and replaced by the District at no cost to the employee.
- B. All required safety clothing/equipment (i.e. safety glasses, caps/hats for shade, etc.) shall be provided by the District at no cost to the employee.
- C. The District may require employees to purchase and wear steel toe boots. Employees required to purchase steel toe boots shall be reimbursed \$150.00.

CHAPTER III
HEALTH AND RETIREMENT PLANS

ARTICLE 10: HEALTH PLANS: MEDICAL, VISION AND DENTAL

- A. The District participates in the Cal PERS health program. Employees may enroll in any plan offered by Cal PERS. The District agrees to contribute monthly an amount of 100% of the cost for Kaiser ,Employee only, and an amount of 50% of the cost of dependent coverage. Employees who select a Cal PERS health plan that exceeds this contribution shall pay the difference. Employees who select a plan that is less than this contribution shall not be paid the difference.
- B. The District will provide Dental and Vision Insurance. The District will pay the full cost of coverage for employees. Employees may add dependent coverage. The District agrees to pay 50% of the cost of dependent coverage.
- C. During the term of this Agreement, the District agrees to meet with the Union to discuss enhanced dental benefits; provided, however, that there is no increase benefit cost to the District.

ARTICLE 11: RETIREMENT PLANS

- A. The District shall maintain retirement benefits in accordance with its current contract with the Public Employees Retirement Systems (PERS).
 - 1. The District shall pay the District's portion of the contribution to PERS. The employee shall pay the employee's portion of the PERS contribution.
- B. The District shall match an employee's contribution into the CalPERS 457 Plan up to a maximum of \$50 per month for Receptionist, Maintenance Worker IIs, Park Maintenance Foreman, Accounting Specialist I, Recreation Coordinator, and Receptionist; and \$100 per month for Parks and Facilities Supervisor, Recreation Supervisor, and CC&R Officer.

ARTICLE 12: RETIREE HEALTH BENEFITS

- A. The District will pay 100% of the employee's retiree health care and 50% of dependent's premium cost.
- B. For employees hired after the Board of Directors approves a retiree health benefit vesting requirement and CalPERS amends the District's current retiree health program (expected early 2022), employees must vest with the District for a minimum of five years before receiving retiree health benefits. The District agrees to use its best efforts and take all actions necessary to achieve in a timely manner amendment of the District's current retiree health program by CalPERS. Both the District and the Union here agree, however, that the

timing of CalPERS' authorization, completion, and implementation of said amendment is not within the District's control. Therefore, District shall not be in violation of its obligations under this provision in the event CalPERS delays or takes other action outside of the District's control which slows implementation of amendment of the District's current retiree health program.

C. The District does not contribute to the cost of Dental and Vision Insurance for retirees.

ARTICLE 13: WORK RELATED DISABILITY BENEFITS

Represented employees who are disabled from performance of their normal duties as a result of a work-related injury or illness may have their duties modified to accommodate the injury or illness. Such changes in duties will be made on a case by case basis as determined by the District. Employees who are unable to work due to a work-related injury or illness shall have their wages and benefits provided exclusively through state law pertaining to worker's compensation. There shall be no diminishment of benefits while on disability.

A. Eligibility

Employees become eligible for District paid, automatic coverage on their first day of permanent employment.

B. Benefits

Employees are entitled to a maximum of one (1) year of full pay and employment benefits for disability. If an employee's disability is not "permanent and stationary" at the end of one (1) year, the employee may use CTO, vacation, sick leave, or benefits on a coordinated basis with any remaining Workers Compensation benefits up to full pay. When this option is used, any benefits from Workers Compensation shall be assigned to the District with the leave used charged on a pro rata share. Employment benefits will be maintained for employees while receiving Workers Compensation benefits whether or not such benefits are supplemented by other District leave benefits.

C. Exhaustion of Other Paid Leave

Employees who continue to be medically disabled following a discontinuation of Workers Compensation benefits, and who subsequently exhaust their available CTO, vacation and sick leave, will henceforth pay the District the entire premium amount for continuation of any insurance benefits, unless the employee is terminated or retired.

D. District Notice Return to Work Physical

Employees absent due to a work-related disability shall keep the District informed of their condition, treatment, improvement, and expected date of return to duty. When employees are

physically able to resume normal duties, they shall be required to provide the District with their treating physician's verification.

E. State Disability Insurance (SDI)

SDI is provided for all District employees and shall be paid for by the employee.

CHAPTER IV
LEAVES AND HOLIDAYS

ARTICLE 14: GENERAL LEAVE PROVISIONS

- A. The District reserves the right to cancel leave if due cause is shown (i.e., staffing shortage, disaster, Act of God, declaration of war) and if notice of cancellation is given at least seventy-two (72) hours prior to leave commencing. The District shall reimburse employee all lost monies regarding leave (i.e., non-refundable plane fare, non-refundable room reservation fee, non-refundable cruise fees, non-refundable train fare, etc.) up to \$350.00 to cover any deductible for vacation/trip insurance secured by an affected employee.

In the event the District cancels an employee's vacation or CTO, the District guarantees that the employee will not lose canceled time due to any restrictions, and that the employee has one (1) calendar year in which to take canceled time.

ARTICLE 15: VACATIONS AND LEAVE OF ABSENCE

- A. Vacation time is an employee benefit program designed to compensate employees for time not worked due to vacations or holidays. Use of vacation time shall be only up to those hours accrued and must be either scheduled in advance, in accordance with the Vacation Selection Procedure (Section D), or, by submission of a leave Request Form to the General Manager through the Department Head no later than two (2) weeks prior to leave commencing, except in the case of an emergency.
- B. Accrual of vacation is on a bi-weekly basis in accordance with the following schedule and is posted to each employee's account at the end of each pay period.

<u>Years of Service</u>	<u>Employee Vacation Annual Accrual</u>
After six (6) months	40 hours (one (1) week) Immediately
12 months to 59 months	80 hours (two (2) weeks)
60 months to 119 months	120 hours (three (3) weeks)
120 months to 176 months	160 hours (four (4) weeks)
180 months or over.	200 hours (five (5) weeks)

- C. Maximum Vacation Accrual

Vacation credits may be accrued to a maximum of twice the employee's accrual rate, not to exceed 240 hours. On a case by case basis, the District may grant an exception to the 240-hour maximum. This District encourages all employees to use their vacation leave to keep balances below the 240-hour maximum.

- D. Vacation Selection Procedure

1. Vacation/leave requests shall be submitted no later than two (2) weeks prior to the commencement of such vacation/leave. Employees are encouraged to submit requests as soon as practical.
2. Employees on scheduled vacation time or CTO may cancel any portion of the leave covered by sick leave, bereavement leave or industrial injury/disability.

E. Partial Vacation Time Usage

Personnel shall be permitted to use up to fifty percent (50%) of their accrued vacation time per calendar year as hourly leave time.

F. Catastrophic Illness/Injury Leave Program

The District will maintain a voluntary Catastrophic Illness Leave Program. Employees will be allowed to donate vacation and/or sick leave time to employees that have exhausted their vacation, CTO, and where appropriate, sick leave benefits.

G. Leave of Absence Without Pay

Temporary Leaves of Absence without pay may be granted by the General Manager for a period not to exceed six (6) months. Leaves of absence for more extended periods must be submitted to the Meet and Confer process. No sick leave or vacation benefits shall accrue to an employee during such periods of absence. The District will make no contribution to retirement, medical or other benefits during that period, but benefits may be continued upon payment of the total premiums or fees to the District by the employee. Accrued vacation and sick leave shall not be lost by virtue of such approved leave of absence.

- H. The District shall upon employee separation, retirement or death, pay employee or designated beneficiary for 100% of accumulated vacation hours on or before the next normal pay period.

ARTICLE 16: SICK LEAVE

- A. Represented employees shall accrue sick leave at the rate of one day per month (8 hours). Unused sick leave may be accumulated without limit from year to year. Use of sick leave shall be administered in accordance with District policy.
- B. In the event of death of the employee, the District will pay to the employee's designated beneficiary one hundred percent (100%) of accumulated sick leave up to 960 hours.
- C. A pregnant employee shall be permitted to utilize their accumulated sick leave for illness or disability caused or contributed by pregnancy, miscarriage, abortion, child birth, or for recovery from any of the foregoing.

- D. Donation of leave time is limited to one (1) week, see Article 15F. A minimum of 120 hours should be maintained by the employees - any sick hours above this minimum can then be donated.
- E. The employee has the right to use any amount of accumulated sick leave for catastrophic illness/accident including those affecting immediate family members. Immediate family shall be defined to mean spouse, child, brother, sister, parents or parents of spouse, or domestic partner.
- F. There is no cap on accrued sick time. Upon separation from the District, the employee's remaining sick time shall be converted into days and reported to CalPERS as service credits.

ARTICLE 17: COMPENSATORY TIME OFF AND FLEX TIME USE

- A. When an employee works overtime, he/she has the option of either getting paid at one and one-half (1.5) times their base hourly rate, or receiving compensatory time off (CTO) hours at a rate of one and one-half (1.5) times the overtime hours worked.
- B. Employees may elect to buy out any or all of their CTO at 100% of current rate base pay, including all incentives. All CTO must be used by the end of the fiscal year or will be bought out. Buy-out of CTO will be on a one-time, annual basis by written request to the General Manager. Requests for buy-out of CTO must be submitted no later than May 1, for payment in July.
- C. Compensated time off requests must be submitted to the Department Head on a Leave Request Form at least five (5) days in advance of its being taken, except in the case of emergency and waived by the Department Head.
- D. The District shall upon non-disciplinary separation, retirement or death, pay employee or designated beneficiary for accumulated compensatory time on or before the next normal pay period.
- E. Employees may accrue a maximum of 120 hours of CTO.
- F. Any overtime hours worked over an eight (8) hour day within a pay period may be used for flex time in the same pay period, as straight time to complete a forty (40) hour week or eighty (80) hour pay period.

ARTICLE 18: EDUCATIONAL LEAVE/REIMBURSEMENT

- A. Educational leave can be taken for the purpose of attending classes directly related to the employee's present position or to a position within the normal line of promotion within the District service for the employee's current classification.
 - 1. Seventy-five (75%) of all fees and expenses incurred by employees for education and training shall be paid by the District, after completion of Article 18B below, for a maximum of \$1,000.00 per year per employee.
- B. Employees shall be eligible for educational leave after passing probationary period.
- C. Requests for educational leave must be submitted and approved by the General Manager on a Leave Request Form at least five (5) days in advance of its proposed taking.
- D. Requests for educational leave will be granted on a first-come, first-serve basis. Seniority shall be a determining factor only when educational leave requests are submitted simultaneously.
- E. No individual employee may take more than one hundred (100) hours of educational leave per calendar year.
- F. Training required by the District shall not count against an employee's maximum educational leave benefit.
 - 1. District Required Training: Such education or training which may be required by the District as a condition of continued employment in the employee's present position shall be reimbursed at 100%, or paid directly by the District, and shall take place on District time, as approved by the General Manager.
- G. The District shall reimburse employees pursuant to Section A.1 above for the tuition and necessary materials upon successful completion of the following approved courses/classes. The following are illustrative only.
 - 1. Any higher level of education, such as college/tech school, courses related to the employee's field, or a degree in said field.
- H. Employees shall continue to accrue all pay and benefits while on educational leave.

ARTICLE 19: UNION LEAVE

- A. One (1) Union representative shall be granted reasonable paid release time to represent Union members during the Grievance Procedure and the Disciplinary Action Process and Appeals Procedure. During a scheduled meet and confer session, as many as two (2)

members of the employees' negotiating committee or other Union members may be granted release time from a regularly scheduled eight (8) hour shift without loss of compensation or other benefits for the period beginning thirty (30) minutes before and not more than thirty (30) minutes after any scheduled meet and confer session. Such release time shall include reasonable travel time to and from the employee's duty location and the scheduled meeting location.

- B. Employee schedules shall be flexible to minimize any overtime impact to the District for the represented employee's participation in the Union Business Leave.

ARTICLE 20: BEREAVEMENT LEAVE

- A. Employees shall be eligible for up to forty (40) hours of leave without loss of pay for the purpose of arranging for and attending the funeral of a member of the immediate family and/or for the purpose of coping with the emotional consequences of death in the immediate family. Employee shall certify to the District their relationship to the deceased and provide substantiation to support the request by submission of an inter-office memorandum to the General Manager. For the purposes of this section, immediate family includes spouse, child, mother, father, grandchild, grandmother, grandfather, mother-in-law, father-in-law, sister, brother, sister-in-law, brother-in-law, daughter-in-law, son-in-law, any other person with whom the employee co-habitats, or any other person approved by the General Manager. Vacation of CTO benefits and/or leaves of absence may also be available if additional time away is required and can be, accommodated by the District. For purposes of this section, a step relative of any of the relatives listed above shall be treated in the same manner as the listed relatives.

ARTICLE 21: JURY DUTY/COURT LEAVE

- A. Members summoned for jury service will be released from scheduled duty without loss of pay for those periods they are required to be present at the courthouse. Jury duty fees shall be reimbursed to the District.
- B. To receive pay for work time lost, the employee must provide the District with a statement signed by an official of the court, certifying the employee's service as a juror or appearance in court for that purpose, the date or dates of attendance, and the time released from attendance.
- C. All members required to make any court appearance on behalf of the District shall be compensated at their regular rate for regular shift hours.

ARTICLE 22: HOLIDAYS

- A. The District shall observe official holidays in accordance with the following designated holiday schedule. Those represented employees who work on any of the following holidays

shall be compensated at one and a half (1.5hours) times their hourly rate of pay for actual holiday hours worked.

1. New Year's Day - January 1st
2. Martin Luther King's Birthday- 3rd Monday in January
3. Lincoln's Birthday- February 12th (2nd Monday in February)
4. President's Day- 3rd Monday in February
5. Memorial Day - Last Monday in May
6. Independence Day- July 4th
7. Labor Day - First Monday in September
8. Columbus Day - Second Monday in October
9. Veteran's Day- November 11th
10. Thanksgiving Day- 4th Thursday in November
11. Day after Thanksgiving- Fourth Friday in November
12. Christmas Eve Day- When December 25th falls on a Thursday, December 26th shall be observed as the Christmas Eve Day.
13. Christmas Day - December 25th
14. Personal Days (two per year)

- B. Any employee that works on a holiday has the option to be paid at the overtime rate or take equal compensatory time off.
- C. District shall change an observed holiday to a different in order to complete a three (3) day weekend, and give employees an option to choose either the holiday or the District's observed holiday with their Supervisor approval.

ARTICLE 23: REPORTING OF ACCRUED TIME-OFF BENEFITS

A. Reporting Time-Off Accruals

The District shall keep accurate records of the accrual and use of time-off and report leave balances to employees at each pay period, which will reflect the balances shown on Paycheck details.

CHAPTER V
HOURS, SCHEDULES AND STAFFING

ARTICLE 24: DUTY HOURS AND SCHEDULE

- A. For all full-time and part-time employees, the normal work week shall consist of eight hours a day, five (5) days per week, exclusive of the lunch period. Hours for Administration and Recreation shall generally be from 8 a.m. to 5 p.m., Parks will generally be from 7 a.m. to 4 p.m. The District may require employees to work flexible work schedules consistent with District policy.
- B. All employees shall be provided a meal period of not less than thirty (30) minutes nor more than one (1) hour, which shall be scheduled in the middle of the eight (8) hour work day. Additional meal time shall be provided for any time worked over twelve (12) hours.
- C. Formal paid breaks shall be provided as close to the mid-point of each four (4) hour work period for a period of fifteen (15) minutes each.

ARTICLE 25: STANDBY/CALL IN PAY

- A. Employees may be placed on Standby status by the District. Standby shall be for a period of not less than 8 hours. Employees on Standby shall be ready and able to come into work at any time during the Standby period. Employees on Standby shall be reachable by cell phone and remain in close geographic proximity to the District. An employee placed on Standby shall be compensated 3 hours of straight time pay for every 8 hours of assigned Standby. Employees on Standby who are called into work shall receive a minimum 2 hours straight time pay in addition to Standby pay.

CHAPTER VI
PROBATION, PROMOTION, GRIEVANCE, AND DISCIPLINE

ARTICLE 26: PROBATIONARY PERIODS FOR NEWLY HIRED EMPLOYEES

- A. All new District employees shall serve a six (6) month probationary period.
- B. For seniority and benefit purposes, upon completion of the six (6) month probationary period, employment shall accrue from initial date of hire.

ARTICLE 27: PROMOTION

- A. All notices regarding vacancies shall be posted for fifteen (15) days at all District bulletin boards prior to any outside applicants being interviewed.
- B. When promotional vacancies become available, reasonable efforts will be made to fill these positions within ninety (90) calendar days.

ARTICLE 28: GRIEVANCE PROCEDURE

A. Purpose

The Union and the District agree to work together to solve grievances in an orderly manner within a reasonable time period. To provide methods of administering employee- employer relations through the establishment of uniform and orderly methods of communication between employees and the District.

B. Policy

1. Any employee has the right to file a grievance free of fear from intimidation, or coercion from any party.
2. Grievances may be initiated by the employee, or by the Union representative on the employee's behalf.
3. The Union 's first contact regarding job and working conditions is with the employee's Department Head. The Department Head shall attempt to settle grievances informally at this level. The grievant has the right to be present at any meeting with the District without the loss of pay or benefits. The employee representative selected by the grievant shall have the same right to be present without loss of pay or benefits.

C. Definition

A grievance is a claim, charge, or dispute involving the following:

1. The interpretation or application of any District rule, regulation, policy or procedure affecting an employee's wages, hours, or other terms and conditions of employment.
2. The interpretation or application of the provisions of this MOU.

D. Procedural Due Process

Prior to any removal of an employee for cause, the District must follow the Disciplinary Action process as described in Article 28 of this MOU.

E. Grievance by Union

A grievance filed by the Union must bear the signature of an Union representative.

F. Time to File

Failure to process a timely grievance, as spelled out below, shall act as a bar to the claim alleged. The time limits specified at any step in the procedure may be extended in any specific instance by mutual agreement of the District and the Union representative. The term "business days" as used herein shall be defined as weekdays excluding Saturdays, Sundays and recognized District holidays.

G. Steps of the Grievance Procedure

1. The grievant and Union representative shall discuss the grievance in an informal fashion with the person designated in charge, in a good faith effort, to resolve the grievance prior to the formal step. This meeting must take place within ten (10) business days in which the grievant (employee or Union representative) knows, or in the exercise of reasonable diligence should have known, of the event giving rise to the grievance.
2. If the grievance is not settled at step 1 (informal step), the grievance shall then be presented to the Department Head in writing by the Union representative within ten (10) business days. The grievance should state the violation and the suggested remedy. The Department Head shall have ten (10) business days to reply in writing. If the reply is not submitted by the Department Head in ten (10) business days, or if there is no reply, then the grievance may be appealed to Step 2. If the grievance is settled to everyone's satisfaction then the basis for settlement shall be noted and acknowledged accordingly.
3. If the grievance is not settled in step 2, then it shall be presented in writing by the Union representative to the General Manager within ten (10) business days of receipt of the reply. The General Manager shall meet with the grievant and the

4. Union representative at the earliest administratively convenient date, but in no case longer than ten (10) days after it is presented to them. The General Manager shall provide an answer in writing to the grievant and the Union representative within ten {10} business days after conclusion of the meeting.
5. Upon receipt of the Union representative's written request for appeal of the disciplinary action, the Board of Directors shall meet with the employee and the Union representative at the earliest administratively convenient date, but in no case longer than ten (10) days after it is presented to them. The Board of Directors shall provide an answer in writing to the employee regarding the appeal within ten (10} business days after the conclusion of the meeting.

ARTICLE 29: DISCIPLINARY ACTION PROCESS AND APPEALS PROCEDURES

- A. As used herein, "disciplinary action" or "action" means verbal, writing, written reprimand, reduction of rank, or pay step, suspension, demotion, termination or other action having disciplinary effect.
- B. Any employee may be reduced in rank or pay step, suspended, demoted, terminated, or otherwise disciplined by notifying the employee of the action, pending the service upon him or her of a notice of intent to discipline. The term "business days" as used herein shall be defined as weekdays excluding Saturdays, Sundays and recognized District holidays.
- C. The illustrations of unacceptable conduct cited below are intended to provide specific and exemplary reasons for initiating disciplinary action, and to alert employees to the more common types of employment conduct violations. However, because conditions of human conduct is unpredictable, no attempt has been made to establish a complete and exhaustive list herein. Should there arise instances of unacceptable conduct not included in the following list, the District may likewise find it necessary and appropriate to initiate disciplinary action in accordance with the policies and procedures contained herein.
 1. Fraud in securing employment.
 2. Insubordination during work hours.
 3. Under the influence of alcohol or illegal drugs while on duty.
 4. Manufacture, possession, sale or use of illegal controlled substances, or abuse of legal controlled substances.
 5. Absence without excused leave.
 6. Willful violation of any of the rules set forth in the policies and procedures manuals of the District.
 7. Unlawful physical altercation while on duty.
 8. Theft of District property.
 9. Any act or conduct that is discriminatory toward another person's race, color, national origin, age, sex, (including sexual harassment, marital status or pregnancy condition), sexual orientation, or religious beliefs.

D. Disciplinary Action Documentation

The District will employ the use of the following forms when dealing with counseling and disciplining employees:

1. **Counseling Memo:** The form used by supervisors and officers of the District to notify personnel that a specific behavior is unacceptable and could result in disciplinary action if continued. The Counseling Memo is retained in the employee's personnel file for three (3) months and does not constitute disciplinary action or a reprimand. It is simply used to document, in writing, a counseling session held between a supervisor and an employee.
2. **Notice of Disciplinary Action:** The form used to document disciplinary action following the completion of a pre-disciplinary ("Skelly") hearing. The Notice of Disciplinary Action may serve to document a written reprimand, suspension, demotion in step or rank, termination, or any other form of disciplinary action. The Notice of Disciplinary Action is kept in the employee's personnel file.
3. **Anonymous complaints made against an employee shall be investigated as deemed appropriate by the District. If any credence is given to the complaint, a copy shall be forwarded to the Union representative within ten (10) business days.**

E. Disciplinary Action Process

The following procedure is hereby established for disciplinary action taken by the District against Union members:

1. **Emergency Suspension:** Notwithstanding any provision of this article, an employee against whom disciplinary action is to be taken may be immediately suspended, with pay, upon verbal notification to employee and immediate written notification to the Union representative, pending a notice of intended disciplinary action and a pre-disciplinary hearing when it is in the best interest of the District.
2. **Prior to the proposed imposition of disciplinary action, excluding verbal and written reprimand, the District shall give written notice to the employee. The written notice of intended disciplinary action shall be personally delivered to the employee or a copy sent to the Union representative. The affected employee shall therein be given the opportunity to request a pre-disciplinary hearing within ten (10) business days or waive such right to this pre-disciplinary hearing. The contents of the written notice shall include, but need not be limited to, the following:**
 - a. A statement in ordinary and concise language outlining in detail the specific violations of District rules, regulations, ordinances, or any state or federal law that the employee is alleged to have violated.
 - b. The contemplated disciplinary action and the reason(s) for that specific action.

- c. Copies of all material pertaining to the charges including, but not limited to, tape recordings, reports, memorandums, transcripts, witness statements, and all other evidence.
 - d. A complete statement of the employee's rights and responsibilities as they pertain to the Disciplinary Action Process and Appeals Procedure.
3. Within ten (10) business days from the service of the notice of intent to discipline, the employee must request a pre-disciplinary or "Skelly" hearing pursuant to Skelly vs. State Personnel Board (1975) 15 cal.3d 194, 124 Cal.Rptr. 14. The employee has the right to be represented by an attorney, labor representative or other representative of his choice in all stages of the Disciplinary Action Process.
 4. Within ten (10) business days following the pre-disciplinary hearing, if disciplinary action is still contemplated, the General Manager shall serve upon the employee a Notice of Disciplinary Action, if he or she still intends to proceed with disciplinary action.

F. Appeal of Disciplinary Action - Binding Arbitration

All members of the Union Bargaining Unit, having successfully completed the applicable probationary period, shall have the right to appeal any form of punitive or disciplinary action affecting the employee including, but not limited to, termination, demotion, suspension, and written reprimands.

1. Within ten (10) work days after receipt of the Notice of Disciplinary Action, disciplinary actions may be appealed to arbitration. Notice of the appeal must be filed with the CPCSD General Manager. If the employee fails to file a notice of appeal within this time period, the disciplinary action shall become final and there shall be no further appeal.
2. The decision of the arbitrator shall be final and binding on the parties. No appeal or review of the arbitrator's decision by Writ or other mechanism before any court, administrative tribunal or any other forum on any legal theory or basis shall be possible.
3. Appeals of disciplinary actions to arbitration shall be pursuant to the following procedure:
 - a. An appeal of a disciplinary action is a complaint of a permanent employee of whether there was cause for the disciplinary action taken against the employee.
 - b. The parties to the discipline hearing and to the selection of the arbitrator shall be mutually agreed upon by the employee, District and Union f.
 - c. The employee shall be entitled to appear personally at the hearing and produce evidence.
 - d. The fees and expenses of the arbitrator, a court reporter and transcript if required by the arbitrator, shall be shared equally by the parties.

CHAPTER VII
MISCELLANEOUS PROVISIONS

ARTICLE 30: EXPOSURE TO CONTAGIOUS DISEASES IN THE COURSE AND SCOPE OF EMPLOYMENT

- A. The District will pay the cost of any co-payment incurred by an employee who receives baseline screening for Hepatitis B, Tuberculosis, COVID and AIDS related diseases through the employee's primary health care plan. Further, the District will pay the cost of any co-payment incurred by an employee who receives vaccinations against Hepatitis B, Tuberculosis, COVID and Influenza through the employee's primary health care plan. If baseline screenings and/or vaccinations are not covered under the employee's primary health care plan, the District will pay one-hundred percent (100%) of the cost of such screenings and vaccinations.
- B. The District will, as soon as possible notify the Union representative of all exposures, work related accidents, or incidents.

ARTICLE 31: SAFETY

- A. District shall include two (2) members of the Union in all Safety Committee functions.
- B. The District shall continue to provide for the safety of employees during the hours of their employment. In this regard, the District agrees that it will receive and consider written recommendations with respect to unsafe working conditions from any employee or the Association; and the employee and the Association agree that they will afford their safety recommendations and ideas to the District.
- C. The District shall immediately make all reasonable efforts to correct all unsafe conditions brought to its attention by the Union .
- D. The District, shall hold bi-weekly safety meetings with employees.
- E. All equipment provided and maintained by the District shall be safe and adequate for its normal and intended use.

ARTICLE 32: SENIORITY

- A. The District shall establish a seniority list of regular status employees in the Union Bargaining Unit which shall be updated by the District by January 1st of each year and immediately be posted on the bulletin board of each district work location for thirty {30} days.
- B. District seniority shall be based on total unbroken service of employees in the District. The actual date of hire shall be used for this determination.

- C. In the event two or more persons are hired on the same calendar date, seniority in the District shall be determined by lottery.

ARTICLE 33: REDUCTION IN FORCE

- A. The Union and the District shall make every reasonable effort to cooperate so as to avoid economic or other circumstances which would require a reduction in District staffing.
- B. Reduction in Force - All employees retain the right to "bump down" into Union Bargaining Unit positions if a reduction in force takes place. The employee's seniority with the District will be the sole determining factor regarding "bump down rights" in such an instance. The specific position the Union employee bumps down into will be determined pursuant to the employee's meeting specific job descriptions as defined in the job descriptions as determined by the General Manager.
- C. The District will not hire part-time or grant funded-employees to fill or replace positions where lay-offs have occurred.

ARTICLE 34: MILEAGE REIMBURSEMENT

- A. In the event an employee is required to use their personal automobile on authorized District business, including inter-District travel or paid training, they shall be reimbursed at the current approved IRS rate per mile. Employees are to submit such reimbursement requests at the end of each month in which required travel occurred. The request shall contain the date of travel, purpose and mileage for each complete trip.

ARTICLE 35: BOARD PACKETS

- A. Board of Directors agenda packets are available on the District website at www.cameronpark.org and by signing up for Board of Directors agenda notifications on the District website. .

ARTICLE 36: NO STRIKE

- A. The District and the Union recognize and acknowledge that the work performed by Union members is consistent to the quality of life of citizens in the District.
- B. The District agrees that there will be no lock-out of employees, and the Union agrees that there will be no strike for the life of this MOU.

ARTICLE 37: BLOOD DONATION AND VOTING

- A. Each represented employee shall be allowed to receive up to two (2) hours paid time-off to donate blood up to and including four (4) times a year. The employee's Department Head shall approve in advance and may require verification of donation.
- B. Each represented employee shall be allowed to receive up to one (1) hour paid time-off for the purpose of voting. The employee's Department Head may require verification of same.

ARTICLE 38: GENERAL REOPENER

- A. Either party to this MOU shall have the right to reopen this MOU on issues/concerns that may arise during the term of this MOU. Should either party choose to reopen this MOU, the parties agree to meet in good faith. No change to this MOU shall be made without the agreement of both parties.

ARTICLE 39: SIGNATURES

This Memorandum of Understanding is hereby executed this 19th day of September 2018, by the District/ Union representatives whose signatures appear below on behalf of their respective organizations.

For the District:

For Union;

Jill Ritzman, General Manager

Roland Becht, Representative

Date:

Date:

RESOLUTION NO. 2021-30
OF THE BOARD OF DIRECTORS OF THE
CAMERON PARK COMMUNITY SERVICES DISTRICT
November 17, 2021

**RESOLUTION APPROVING THE
MEMORANDUM OF UNDERSTANDING BETWEEN
CAMERON PARK COMMUNITY SERVICES DISTRICT AND
CAMERON PARK COMMUNITY SERVICES DISTRICT
EMPLOYEES ASSOCIATION**

WHEREAS, Cameron Park Community Services District (District) staff and Cameron Park Community Services District Employees Association (CPCSDEA) negotiated in good faith for several months; and

WHEREAS, The District staff and CPCSDEA agreed upon the terms and conditions for the Memorandum of Understanding (MOU) which contains benefits to both the District and CPCSDEA.

NOW, THEREFORE BE IT RESOLVED, that the Board of Directors of the Cameron Park Community Services District hereby approves the Memorandum of Understanding between Cameron Park Community Services District and Cameron Park Community Services District Employees Association, July 1, 2021 to June 30, 2024; and

BE IT FURTHER RESOLVED, that the Board of Directors authorizes the General Manager to execute the agreement on behalf of the Board of Directors of the Cameron Park Community Services District.

PASSED AND ADOPTED BY THE Board of Directors of the Cameron Park Community Services District at a meeting held on 17th day of November 2021, by the following vote of said Board:

AYES:

NOES:

ABSENT:

ATTEST:

Director Eric Aiston, President
Board of Directors

Jill Ritzman, General Manager
Secretary to the Board

	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

ANNUAL RATE	FY21/22	COLA (3% from MOU effective December 2021)												
General Manager	NEGOTIATED = 110,000													
Parks Superintendent	62,296.00	63,856.00	65,457.60	67,100.80	68,764.80	70,491.20	72,259.20	74,068.80	75,899.20	77,812.80	79,768.00	81,744.00	83,782.40	
Finance/Human Resources Officer	62,296.00	63,856.00	65,457.60	67,100.80	68,764.80	70,491.20	72,259.20	74,068.80	75,899.20	77,812.80	79,768.00	81,744.00	83,782.40	
Accounting Specialist I/Admin Assist II Board clerk	38,604.80	39,561.60	40,560.00	41,558.40	42,619.20	43,659.20	44,761.60	45,884.80	47,028.80	48,214.40	49,400.00	50,648.00	51,916.80	
Accounting Specialist II	52,603.20	53,892.80	55,244.80	56,617.60	58,032.00	59,488.00	60,985.60	62,524.80	64,084.80	65,665.60	67,308.80	69,014.40	70,720.00	
Receptionist	32,136.00	32,884.80	33,758.40	34,590.40	35,484.80	36,358.40	37,273.60	38,188.80	39,166.40	40,123.20	41,142.40	42,161.60	43,222.40	
Maintenance Worker II	34,091.20	34,923.20	35,796.80	36,691.20	37,627.20	38,563.20	39,520.00	40,518.40	41,516.80	42,556.80	43,617.60	44,720.00	45,822.40	
Recreation Coordinator	38,604.80	39,561.60	40,560.00	41,558.40	42,619.20	43,659.20	44,761.60	45,884.80	47,028.80	48,214.40	49,400.00	50,648.00	51,916.80	
Recreation Supervisor	52,603.20	53,892.80	55,244.80	56,617.60	58,032.00	59,488.00	60,985.60	62,524.80	64,084.80	65,665.60	67,308.80	69,014.40	70,720.00	
CC&R Enforcement Officer	52,603.20	53,892.80	55,244.80	56,617.60	58,032.00	59,488.00	60,985.60	62,524.80	64,084.80	65,665.60	67,308.80	69,014.40	70,720.00	
Parks and Facilities Supervisor	52,603.20	53,892.80	55,244.80	56,617.60	58,032.00	59,488.00	60,985.60	62,524.80	64,084.80	65,665.60	67,308.80	69,014.40	70,720.00	
Parks Maintenance Foreman	41,600.00	42,640.00	43,700.80	44,803.20	45,905.60	47,070.40	48,256.00	49,441.60	50,689.60	51,958.40	53,268.80	54,579.20	55,931.20	

HOURLY RATE	FY21/22													
General Manager	NEGOTIATED = 110,000													
Parks Superintendent	\$29.95	\$30.70	\$31.47	\$32.26	\$33.06	\$33.89	\$34.74	\$35.61	\$36.49	\$37.41	\$38.35	\$39.30	\$40.28	
Finance/Human Resources Officer	\$29.95	\$30.70	\$31.47	\$32.26	\$33.06	\$33.89	\$34.74	\$35.61	\$36.49	\$37.41	\$38.35	\$39.30	\$40.28	
Accounting Specialist I/Admin Assist II Board clerk	\$18.56	\$19.02	\$19.50	\$19.98	\$20.49	\$20.99	\$21.52	\$22.06	\$22.61	\$23.18	\$23.75	\$24.35	\$24.96	
Accounting Specialist II	\$25.29	\$25.91	\$26.56	\$27.22	\$27.90	\$28.60	\$29.32	\$30.06	\$30.81	\$31.57	\$32.36	\$33.18	\$34.00	
Receptionist	\$15.45	\$15.81	\$16.23	\$16.63	\$17.06	\$17.48	\$17.92	\$18.36	\$18.83	\$19.29	\$19.78	\$20.27	\$20.78	
Maintenance Worker II	\$16.39	\$16.79	\$17.21	\$17.64	\$18.09	\$18.54	\$19.00	\$19.48	\$19.96	\$20.46	\$20.97	\$21.50	\$22.03	
Recreation Coordinator	\$18.56	\$19.02	\$19.50	\$19.98	\$20.49	\$20.99	\$21.52	\$22.06	\$22.61	\$23.18	\$23.75	\$24.35	\$24.96	
Recreation Supervisor	\$25.29	\$25.91	\$26.56	\$27.22	\$27.90	\$28.60	\$29.32	\$30.06	\$30.81	\$31.57	\$32.36	\$33.18	\$34.00	
CC&R Enforcement Officer	\$25.29	\$25.91	\$26.56	\$27.22	\$27.90	\$28.60	\$29.32	\$30.06	\$30.81	\$31.57	\$32.36	\$33.18	\$34.00	
Parks and Facilities Supervisor	\$25.29	\$25.91	\$26.56	\$27.22	\$27.90	\$28.60	\$29.32	\$30.06	\$30.81	\$31.57	\$32.36	\$33.18	\$34.00	
Parks Maintenance Foreman	\$20.00	\$20.50	\$21.01	\$21.54	\$22.07	\$22.63	\$23.20	\$23.77	\$24.37	\$24.98	\$25.61	\$26.24	\$26.89	

PART TIME POSITIONS	(Generally less than 19 hrs per week)												
Admin Assist I (clerical)	15.00	15.38	15.76	16.15	16.56	16.97	17.40	17.83	18.28	18.73	19.20	19.68	20.17
Admin Assist II (Board clerk, Safety, Weed Abatement)	\$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
Accounting Specialist I	\$18.02	\$18.47	\$18.93	\$19.40	\$19.89	\$20.38	\$20.89	\$21.42	\$21.95	\$22.50	\$23.06	\$23.64	\$24.23
Parks & Facilities Maintenance Worker I	\$14.00	\$14.35	\$14.70	\$15.07	\$15.51	\$15.90	\$16.21	\$16.62	\$17.10	\$17.53	\$17.97	\$18.41	\$18.88
Rec/Aquatics Leaders	\$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)													
Rec. Leader, Lifeguard, Kids Camp, Kiosk, Concession, Scorekeeper)	Min Wage +													

NOTE: Wage scale to be adjusted as minimum wage changes

Positions/Scale in Yellow, Approved by BOD on 8/18/21

14. WORKSHOP Recycling Organics (Food Waste) New Requirements

Jeff England, Operations Manager, El Dorado Disposal will provide a power point presentation. This is an educational forum to provide the community and Board information. No action is requested of the Board.

The Budget and Administration Committee received a similar presentation and is forwarding to the Board of Directors as a Workshop.



Agenda Transmittal

DATE: November 17, 2021

FROM: Jill Ritzman, General Manager
Jim Mog, CC&R Officer
Kimberly Vickers, Recreation Supervisor

AGENDA ITEM #15: ANNUAL DISTRICT FEE REVIEW AND PROPOSED ADJUSTMENTS FOR CALENDAR YEAR 2022

RECOMMENDED ACTION: APPROVE

Background

Cameron Park Community Services District (District) staff annually reviews the District's fees for services and facility use. Fee adjustments are recommended to the Board of Directors for implementation in the following Calendar Year. In 2021, staff did not change or increase fees due to the pandemic.

Discussion

Staff are proposing fee adjustments for Architecture Review, Community Center rental fees and sports fields' rental fee.

Architecture Review Application Fees

Staff compared District fees with El Dorado Hills and Auburn Trails community services districts. Fee adjustments are proposed to better align with industry standards. Three new fees are proposed for above ground pools or spas, accessory dwelling units and generators (Attachment 15A).

On September 28, 2021, the Architecture Review Committee reviewed the proposed fees and supported advancing the item to the CC&R Committee for consideration. On October 4, 2021, the CC&R Committee supported advancing the proposed fees to the Board of Directors for approval with a few edits.

Community Center Rental Fees

Staff proposes fee increases at the Community Center due to an increase in propane costs, which affects operations of the Assembly Hall, gymnasium and pool (Attachment 15B). Savings for electricity will be realized in two years, which will help keep future rental fees low.

Fee changes for swim teams are not proposed. Staff and swim teams meet to schedule pool use in December. In recent years, staff increased revenues from fees charged to swim teams by changing how fees are applied and requiring two lifeguards.

Sports Fields Rental Fees

Slight fee changes are proposed for sports fields' monthly rental rates and no changes for hourly rates. Staff and Prospector Soccer are negotiating an additional maintenance fee to protect the investment at Christa McAuliffe Park; therefore, they will be exempt from the 3% increase.

The Parks and Recreation Committee reviewed the proposed rental fee changes and recommended the monthly fee for sports fields increase from 2% proposed by staff to 3% which is included in this proposal.

Attachments:

15A – Architecture Review 2022 Proposed Fee Schedule

15B – 2022 Proposed Facility Use Fees

Architecture Review 2022 Proposed Fee Schedule

Project	Cameron Park 2020/2021	EL Dorado Hills	Auburn Trails CSD	Proposed 2022
New Home	\$600.00	\$1,100.00	\$2500/1500 PB*	\$750.00
Room Addition	\$200.00	\$190.00	\$1 per Sq'	\$240.00
Exterior Renovation	\$100.00	\$190.00	N/A	\$200.00
Swimming Pool	\$175.00	\$250.00	\$500.00	\$200.00
Storage Shed	\$40.00	\$105.00	\$50.00	\$50.00
Roof	\$75.00	\$105.00	\$50.00	\$80.00
Exterior Paint	\$40.00	\$105.00	\$35.00	\$50.00
Deck, Porch, Patio Cover, Trellis, Gazebo	\$40.00	\$105.00	\$50.00	\$50.00
Fence, Retaining Wall	\$40.00	\$105.00	\$50.00	\$50.00
Landscaping	\$40.00	\$100.00	\$50.00	\$50.00
Tree Removal	\$40.00	\$105.00	\$35.00	\$40.00
Basketball Hoop	\$40.00	\$105.00	\$35.00	\$50.00
Solar Panel	\$75.00	\$105.00	\$35.00	\$80.00
Siding	\$75.00	\$105.00	\$35.00	\$80.00
Misc (Satellite Dish, Play Structure)	\$40.00	\$105.00	\$35.00	\$50.00
Above Ground Pool, Spa	N/A	N/A	\$50.00	\$80.00
ADU** and JADU***	N/A	N/A	N/A	\$240.00
Permanent Generator	N/A	N/A	N/A	\$50.00

PB – Performance Bond. Initial fee is \$2,500 inclusive of a refundable performance bond.

ADU – Accessory Dwelling Unit, detached from house

JADU – Junior Accessory Dwelling Unit, attached to the house

Facility Use Fees – Proposed 2022

Facility Room	Current Rate	New Rate	Notes
Courtyard	25.00/hr	No Change	*No utility costs with outdoor venue
Dance Room	55.00/hr	59.40	8% Increase
Gym	79.00/hr	85.32	8% Increase
West Half Assembly Hall	75.00/hr	81.00	8% Increase
Quarter of Hall, hourly	55.00/hr	59.40	8% Increase
Quarter of Hall, all day	440.00/10+hrs	475.20	8% Increase
East 1/2 (stage)	92.00/hr	99.36	8% Increase
Full Assembly Hall	165.00/hr	178.20	8% Increase
Full Assembly Hall, all day	1,320.00/10+hrs	1425.60	8% Increase
Kitchen	55.00/hr	59.40	8% Increase
Classroom A	28.00/hr	30.24	8% Increase
Classroom B	28.00/hr	30.24	8% Increase
Social Room	55.00/hr	59.40	8% Increase
Pool Fees			
Pool Party (up to 10ppl)	75.00	81.00	8% Increase
Pool Rental Fees			
Slide fee, flat rate	60.00	No change	*No utility costs with outdoor venue
1-50 people	190.00/hr	205.20	8% Increase
51-250 people	225.00/hr	243.00	8% Increase
251-350 people	265.00/hr	286.20	8% Increase
Swim Teams	61.30/hr	No change	
Lifeguard for Swim Team	17/hr	No change	*Increased to 2 guard minimum
Sports Fields			
Christa McAuliffe	30.00/hr	No change	
Dave West	30.00/hr	No change	
Rasmussen	30.00/hr	No change	
Community partners*	Not to exceed 660.00/month	680.00/calendar month**	3% increase

* Staff and Prospector Soccer are negotiating a separate maintenance agreement due to their contribution to the sports field improvements at Christa McAuliffe; therefore, the 3% increase will not apply.

** Calendar month = if a user group uses a portion of a calendar month, example June, payment is due for the entire month.



Agenda Transmittal

DATE: November 17, 2021

FROM: Joshua Agustin, Battalion Chief

AGENDA ITEM #16: OFFICE OF TRAFFIC AND SAFETY GRANT AGREEMENT #EM22014
FOR EXTRICATION EQUIPMENT

RECOMMENDED ACTION: APPROVE RESOLUTION 2021-31

Introduction

The Cameron Park Community Services District Fire Department applied for the Office of Traffic Safety (OTS) grant. This grant is a 100% covered grant. Total project costs were \$31,790.00 for 2 sets of battery powered extrication equipment. Grant funds were requested to provide 2 Combi tools, 2 Genesis bay chargers, 6 batteries, 4 Rit tips. The current extrication tools on Engine 89 and our reserve engine are gas powered and take longer to set up once on scene of an accident, by updating these tools our First Responders will save an average of 20 minutes at scene with having to set up the hydraulic lines with the previous equipment.

Discussion

The District was notified on June 30th 2021 that the grant application was approved for \$31,790.00. To receive funds, the District Board of Directors must approve a Resolution (Attachment 6A) that accepts the funds and authorizes the General Manager to execute the Grant Agreement.

Fire Committee

The Fire Committee did not meet due to a Board member absence. The attending Board member discussed and supported forwarding this item to the Board for consideration; and expressed their appreciation for the Fire staff's efforts to secure a third grant for equipment upgrades.

Attachments:

16A –Resolution 2021-31

16B – Grant Agreement #EM22014

1. GRANT TITLE Regional Crash Response and Extrication Improvement Program	
2. NAME OF AGENCY El Dorado County	3. Grant Period From: 10/01/2021 To: 09/30/2022
4. AGENCY UNIT TO ADMINISTER GRANT Cameron Park Fire Department	
5. GRANT DESCRIPTION The city/county/fire protection district will serve as the lead agency for a regional extrication equipment distribution grant for their county. The extrication equipment is used by first responders to safely extricate victims trapped in traffic crashes. Best practice strategies will be used to reduce the response time for the arrival of appropriate extrication equipment to traffic crash scenes and the time to extricate the victims of traffic crashes, thus increasing survivability. The grant will provide funding for new equipment and training for fire departments without extrication equipment or those that have existing equipment that has reached the end of its usable lifespan and is in need of replacement.	
6. Federal Funds Allocated Under This Agreement Shall Not Exceed: \$31,790.00	
<p>7. TERMS AND CONDITIONS: The parties agree to comply with the terms and conditions of the following which are by this reference made a part of the Agreement:</p> <ul style="list-style-type: none"> • Schedule A – Problem Statement, Goals and Objectives and Method of Procedure • Schedule B – Detailed Budget Estimate and Sub-Budget Estimate (if applicable) • Schedule B-1 – Budget Narrative and Sub-Budget Narrative (if applicable) • Exhibit A – Certifications and Assurances • Exhibit B* – OTS Grant Program Manual • Exhibit C – Grant Electronic Management System (GEMS) Access <p>*Items shown with an asterisk (*), are hereby incorporated by reference and made a part of this agreement as if attached hereto.</p> <p>These documents can be viewed at the OTS home web page under Grants: www.ots.ca.gov.</p> <p>We, the officials named below, hereby swear under penalty of perjury under the laws of the State of California that we are duly authorized to legally bind the Grant recipient to the above described Grant terms and conditions.</p> <p>IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.</p>	
8. Approval Signatures	
<p>A. GRANT DIRECTOR NAME: Jed Gaines TITLE: Battalion Chief EMAIL: jed.gaines@fire.ca.gov PHONE: (530) 677-6192 ADDRESS: 3200 Country Club Drive Cameron Park, CA 95682</p> <p>_____ (Signature) (Date)</p>	<p>B. AUTHORIZING OFFICIAL NAME: Jill Ritzman TITLE: General Manager EMAIL: jritzman@cameronpark.org PHONE: (530) 672-7358 ADDRESS: 2502 Country Club Drive Cameron Park, CA 95682</p> <p>_____ (Signature) (Date)</p>
<p>C. FISCAL OFFICIAL NAME: Christina Greek TITLE: Accounting Officer EMAIL: cgreek@cameronpark.org PHONE: (530) 672-7358 ADDRESS: 2502 Country Club Drive Cameron Park, CA 95682</p> <p>_____ (Signature) (Date)</p>	<p>D. AUTHORIZING OFFICIAL OF OFFICE OF TRAFFIC SAFETY NAME: Barbara Rooney TITLE: Director EMAIL: barbara.rooney@ots.ca.gov PHONE: (916) 509-3030 ADDRESS: 2208 Kausen Drive, Suite 300 Elk Grove, CA 95758</p> <p>_____ (Signature) (Date)</p>

<p>E. ACCOUNTING OFFICER OF OFFICE OF TRAFFIC SAFETY</p> <p>NAME: Carolyn Vu</p> <p>ADDRESS: 2208 Kausen Drive, Suite 300 Elk Grove, CA 95758</p>	<p>9. SAM INFORMATION</p> <p>SAM #: ET1ZCPBTANU1</p> <p>REGISTERED</p> <p>ADDRESS: 2502 Country Club Dr</p> <p>CITY: Cameron Park</p> <p>ZIP+4: 95682-7717</p>
---	---

10. PROJECTED EXPENDITURES						
FUND	CFDA	ITEM/APPROPRIATION	F.Y.	CHAPTER	STATUTE	PROJECTED EXPENDITURES
				AGREEMENT TOTAL		\$31,790.00
				AMOUNT ENCUMBERED BY THIS DOCUMENT		\$31,790.00
<p><i>I CERTIFY upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.</i></p>				PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT		\$ 0.00
				TOTAL AMOUNT ENCUMBERED TO DATE		\$31,790.00
OTS ACCOUNTING OFFICER'S SIGNATURE			DATE SIGNED			

<p>1. PROBLEM STATEMENT</p> <p>Cameron Park is a community located in the foothills of the Sierra Nevada Mountain range in El Dorado County. The population is approximately 19,500 residents living in an area of about 11 square miles bisected by US Highway 50 with average daily traffic volumes of 66,700 vehicles traveling along the portion of highway located within Cameron Park. As a foothill community, there are numerous curvy roads along hills in addition to the highway located within the fire districts jurisdiction and weather conditions range from hot and sunny to heavy rains, and the occasional snow/ice or fog. There are four major arterial streets in Cameron Park : Cameron Park Road, Bass Lake Road, Green Valley Road, and Cambridge Road. The average daily counts of vehicles traveling these roads range from 4,500 to over 30,000, depending on the road and location. Cameron Park Fire Department (CPFD) is currently using gas powered hydraulic extrication equipment that is 15 years old. CPFD has station 88 and station 89, both are kept fully staffed all year long. With our current equipment, gaining access to patients takes a lot of set up time on scene. When vehicles have travelled off the roadway (over the side), set up time can be upwards of 10-15 minutes. The use of the tethered system makes certain operations difficult when multiple tools are needed. Our current gas powered equipment requires a lot of maintenance due to high ethanol fuel which leads to higher cost in repairs. The Cameron Park Fire Engines responded to 203 traffic collisions in 2020. Battery powered extrication equipment would serve the community better by having a quicker set up, and multiple applications for different scenarios.</p>	
<p>2. PERFORMANCE MEASURES</p> <p>A. Goals:</p> <ol style="list-style-type: none"> 1. Reduce the number of persons killed in traffic crashes. 2. Reduce the number of persons injured in traffic crashes. 	
<p>B. Objectives:</p> <ol style="list-style-type: none"> 1. Issue a press release announcing the kick-off of the grant by November 15. The kick-off press releases and media advisories, alerts, and materials must be emailed to the OTS Public Information Officer at pio@ots.ca.gov, and copied to your OTS Coordinator, for approval 14 days prior to the issuance date of the release. 2. Purchase and place pieces of specialized rescue equipment in strategic locations within the jurisdiction. 3. Train firefighters in the use of the new equipment. 4. Conduct traffic safety presentations with an effort to reach persons and communities. 5. Display the OTS funded equipment during Public Safety Fairs, community festivals and or other Department or community events. 6. Notify OTS in the event grant-funded equipment is used to save a life and provide the facts involving the incident. 7. Station 88 - Decrease the average extrication time, from the time of arrival at the crash site to transport, from 20 minutes to 15 minutes. 8. Station 89 - Decrease the average extrication time, from the time of arrival at the crash site to transport, from 20 minutes to 15 minutes. 	<p>Target Number</p> <p>1</p> <p>2</p> <p>8</p> <p>4</p> <p>4</p> <p>1</p> <p>15</p> <p>15</p>
<p>3. METHOD OF PROCEDURE</p> <p>A. <u>Phase 1 – Program Preparation</u> (1st Quarter of Grant Year)</p> <ul style="list-style-type: none"> • Determine specific equipment requirements. • Request equipment vendor price quotation for the required equipment per host agency requirement. • Submit purchase orders to equipment vendors for purchase of the equipment. • Prepare and execute Memorandums of Understanding (MOU) with recipient agencies. <p><u>Media Requirements</u></p> <ul style="list-style-type: none"> • Issue a press release approved by the OTS PIO announcing the kick-off of the grant by November 15, but no sooner than October 1. The kick-off release must be approved by the OTS PIO and only distributed after the grant is fully signed and executed. If you are unable to meet the 	

B. Phase 2 – Program Operations (Throughout Grant Year)

- Inventory the new equipment following delivery.
- Disperse equipment to identified recipient agencies.
- Plan a media event announcing the grant funded equipment.
- Recipient agencies will identify training needs and objectives and coordinate instructional staff to conduct a high quality training program for their respective agency.
- Recipient agencies will develop a preventive maintenance schedule for the new equipment following manufacturers' recommendations.

Media Requirements

- The following requirements are for all grant-related activities
- Send all media advisories, alerts, videos, graphics, artwork, posters, radio/PSA/video scripts, storyboards, digital and/or print educational materials for grant-related activities to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS coordinator. Optimum lead time would be 7 days before the scheduled release but at least 3 business days prior to the scheduled release date for review and approval is appreciated.
- The OTS PIO is responsible for the approval of the design and content of materials. The agency understands OTS PIO approval is not authorizing approval of budget expenditure or cost. Any cost approvals must come from the Coordinator.
- Pre-approval is not required when using any OTS-supplied template for media advisories, press releases, social media graphics, videos or posts, or any other OTS-supplied educational material. However, copy the OTS PIO at pio@ots.ca.gov and your OTS coordinator when any material is distributed to the media and public, such as a press release, educational material, or link to social media post. The OTS-supplied kick-off press release templates and any kickoff press releases are an exception to this policy and require prior approval before distribution to the media and public.
- If an OTS-supplied template, educational material, social media graphic, post or video is substantially changed, the changes shall be sent to the OTS PIO at pio@ots.ca.gov for approval and copy to your OTS Coordinator. Optimum lead time would be 7 days prior to the scheduled release date, but at least 3 business days prior to the scheduled release date for review and approval is appreciated.
- Press releases, social media posts and alerts on platforms such as NextDoor and Nixle reporting immediate and time-sensitive grant activities (e.g. enforcement operations, day of event highlights or announcements, event invites) are exempt from the OTS PIO approval process. The OTS PIO and your Coordinator should still be notified when the grant-related activity is happening (e.g. car seat checks, bicycle rodeos, community presentations, DUI checkpoints, etc.).
- Enforcement activities such as warrant and probation sweeps, court stings, etc. that are embargoed or could impact operations by publicizing in advance are exempt from the PIO approval process. However, announcements and results of activities should still be copied to the OTS PIO at pio@ots.ca.gov and your Coordinator with embargoed date and time or with "INTERNAL ONLY: DO NOT RELEASE" message in subject line of email.
- Any earned or paid media campaigns for TV, radio, digital or social media that are part of a specific grant objective, using OTS grant funds, or designed and developed using contractual services by a subgrantee, requires prior approval. Please send to the OTS PIO at pio@ots.ca.gov for approval and copy your grant coordinator at least 3 business days prior to the scheduled release date.
- Social media posts highlighting state or national traffic safety campaigns (Distracted Driving Month, Motorcycle Safety Awareness Month, etc.), enforcement operations (DUI checkpoints, etc.), or any other grant-related activity such as Bicycle rodeos, presentations, or events, are highly encouraged but do not require prior approval.
- Submit a draft or rough-cut of all digital, printed, recorded or video material (brochures, posters, scripts, artwork, trailer graphics, digital graphics, social posts connected to an earned or paid media campaign grant objective) to the OTS PIO at pio@ots.ca.gov and copy your OTS Coordinator for approval prior to the production or duplication.

- Use the following standard language in all press, media, and printed materials: "Funding for this program was provided by a grant from the California Office of Traffic Safety, through the National Highway Traffic Safety Administration."
- Space permitting, include the OTS logo on all grant-funded print materials, graphics and paid or earned social media campaign grant objective; consult your OTS Coordinator for specifics, format-appropriate logos, or if space does not permit the use of the OTS logo.
- Email the OTS PIO at pio@ots.ca.gov and copy your OTS Coordinator at least 21 days in advance, or when first confirmed, a short description of any significant grant-related traffic safety event or program, particularly events that are highly publicized beforehand with anticipated media coverage so OTS has sufficient notice to arrange for attendance and/or participation in the event. If unable to attend, email the OTS PIO and coordinator brief highlights and/or results, including any media coverage (broadcast, digital, print) of event within 7 days following significant grant-related event or program. Media and program highlights are to be reflected in QPRs.
- Any press releases, work plans, scripts, storyboards, artwork, graphics, videos or any educational or informational materials that received PIO approval in a prior grant year needs to be resubmitted for approval in the current grant year.
- Contact the OTS PIO or your OTS Coordinator for consultation when changes from any of the above requirements might be warranted.

C. Phase 3 – Data Collection & Reporting (Throughout Grant Year)

1. Prepare and submit invoice claims (due January 30, April 30, July 30, and October 30)
2. Prepare and submit Quarterly Performance Reports (QPR) (due January 30, April 30, July 30, and October 30)
 - Collect and report quarterly, appropriate data that supports the progress of goals and objectives.
 - Provide a brief list of activity conducted, procurement of grant-funded items, and significant media activities. Include status of grant-funded personnel, status of contracts, challenges, or special accomplishments.
 - Provide a brief summary of quarterly accomplishments and explanations for objectives not completed or plans for upcoming activities.
 - Collect, analyze and report statistical data relating to the grant goals and objectives.

4. METHOD OF EVALUATION

Using the data compiled during the grant, the Grant Director will complete the "Final Evaluation" section in the fourth/final Quarterly Performance Report (QPR). The Final Evaluation should provide a brief summary of the grant's accomplishments, challenges and significant activities. This narrative should also include whether goals and objectives were met, exceeded, or an explanation of why objectives were not completed.

5. ADMINISTRATIVE SUPPORT

This program has full administrative support, and every effort will be made to continue the grant activities after grant conclusion.

FUND NUMBER	CATALOG NUMBER (CFDA)	FUND DESCRIPTION	TOTAL AMOUNT
402EM-22	20.600	State and Community Highway Safety	\$31,790.00

COST CATEGORY	FUND NUMBER	UNIT COST OR RATE	UNITS	TOTAL COST TO GRANT
A. PERSONNEL COSTS				
<u>Straight Time</u>				\$0.00
<u>Overtime</u>				\$0.00
Category Sub-Total				\$0.00
B. TRAVEL EXPENSES				
				\$0.00
				\$0.00
Category Sub-Total				\$0.00
C. CONTRACTUAL SERVICES				
				\$0.00
Category Sub-Total				\$0.00
D. EQUIPMENT				
Combi-tool	402EM-22	\$15,895.00	2	\$31,790.00
Category Sub-Total				\$31,790.00
E. OTHER DIRECT COSTS				
				\$0.00
Category Sub-Total				\$0.00
F. INDIRECT COSTS				
				\$0.00
Category Sub-Total				\$0.00
GRANT TOTAL				\$31,790.00

BUDGET NARRATIVE	
PERSONNEL COSTS	-
TRAVEL EXPENSES	-
CONTRACTUAL SERVICES	-
EQUIPMENT	Combi-tool - Combi-tools are a hydraulically actuated, light-weight, combination cutting, spreading, pulling and pinching tool used for extrication incidents. It includes every piece of equipment, modifications, attachments, accessories, and auxiliary apparatus necessary to make it usable for the purpose it was acquired, and costs \$5,000 or more (including tax, shipping, and installation).
OTHER DIRECT COSTS	-
INDIRECT COSTS	-
STATEMENTS/DISCLAIMERS	There will be no program income generated from this grant.

CERTIFICATIONS AND ASSURANCES FOR HIGHWAY SAFETY GRANTS
(23 U.S.C. Chapter 4; Sec. 1906, Pub. L. 109-59, As Amended By Sec. 4011, Pub. L. 114-94)

The officials named on the grant agreement, certify by way of signature on the grant agreement signature page, that the Grantee Agency complies with all applicable Federal statutes, regulations, and directives and State rules, guidelines, policies and laws in effect with respect to the periods for which it receives grant funding. Applicable provisions include, but are not limited to, the following:

GENERAL REQUIREMENTS

- 23 U.S.C. Chapter 4 – Highway Safety Act of 1966, as amended
- Sec. 1906, Pub. L. 109-59, as amended by Sec. 4011, Pub. L. 114-94
- 23 CFR part 1300 – Uniform Procedures for State Highway Safety Grant Programs
- 2 CFR part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 2 CFR part 1201 – Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

NONDISCRIMINATION

(applies to subrecipients as well as States)

The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination (“Federal Nondiscrimination Authorities”). These include but are not limited to:

- **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- **Federal-Aid Highway Act of 1973**, (23 U.S.C. 324 *et seq.*), and **Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- **Section 504 of the Rehabilitation Act of 1973**, (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- **The Age Discrimination Act of 1975**, as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
- **The Civil Rights Restoration Act of 1987**, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- **Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- **Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations** (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
- **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency** (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100).

The Subgrantee-

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of,

or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted;

Attachment 10A

- Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;
- Agrees to comply (and require its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
- Agrees to insert in all contracts and funding agreements with other State or private entities the following clause:

“During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

- a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
- b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein;
- c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
- e. To insert this clause, including paragraphs (a) through (e), in every subcontract and sub agreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

POLITICAL ACTIVITY (HATCH ACT)
(applies to subrecipients as well as States)

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING
(applies to subrecipients as well as States)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of

any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement; Attachment 10A

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

RESTRICTION ON STATE LOBBYING (applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION (applies to subrecipients as well as States)

Instructions for Primary Tier Participant Certification (States)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person

who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Tier Covered Transactions

(1) The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Participant Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered in to. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the

department or agency with which this transaction originated may pursue available remedies, including suspension or debarment. Attachment 16A

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms *covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA ACT

(applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal

funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation. Attachment 10A

**PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE
(applies to subrecipients as well as States)**

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

POLICY ON SEAT BELT USE

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at www.trafficsafety.org. The NHTSA website (www.nhtsa.gov) also provides information on statistics, campaigns, and program evaluations and references.

POLICY ON BANNING TEXT MESSAGING WHILE DRIVING

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

RESOLUTION No. 2021-31
of the Board of Directors
of the Cameron Park Community Services District
November 17, 2021

APPROVING THE OFFICE OF TRAFFIC AND SAFETY
GRANT AGREEMENT #EM22014 FOR EXTRICATION EQUIPMENT

WHEREAS, the Office of Traffic and Safety provide grant funds for equipment that betters response time to victims of traffic accidents; and

WHEREAS, Cameron Park Community Services District Fire Department identified the need for new equipment, specifically 2 sets of battery powered extrication tools, to improve response time to traffic accidents and reaching victims; and

WHEREAS, extraction tools will upgrade current gas power tools on fire engines; and

WHEREAS, the grant fully funds the new equipment.

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

1. Approves; the Office of Traffic and Safety Grant Agreement #Em22014 for Extrication Equipment; and
2. Authorizes the General Manager to sign and executed all necessary grant related documents.

PASSED AND ADOPTED by the Board of Directors of the Cameron Park Community Services District, at a regular scheduled meeting, held on the 17th day of November, 2021, by the following vote of said Board.

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Director Eric Aiston, President
Board of Directors

Jill Ritzman, General Manager
Secretary to the Board



Agenda Transmittal

DATE: November 17, 2021

FROM: Jill Ritzman, General Manager

AGENDA ITEM #17: **Implementation of Assembly Bill 361 Open Meetings**

RECOMMENDED ACTION: **DISCUSS**

Background

Starting in March 2020, Governor Gavin Newsom issued a series of Executive Orders modifying certain requirements created by the Ralph M. Brown Act, the state's local agency public meetings law. These Executive Orders allowed for virtual meetings to take place, suspending requirements for a physical presence of members of the board and district staff. On June 11, 2021, the Governor rescinded the orders effective September 30, 2021.

At the request from a Board member, this item is being scheduled for discussion.

Discussion

On September 16, 2021, the Governor signed into law Assembly Bill 361, which provides local agencies the ability to meet remotely during proclaimed state of emergencies under modified Brown Act requirements, similar in many ways to the rules and procedures established by the previous Governor's Executive Orders. Stipulations for declaring a State of Emergency is outlined in Government Code 8625.

ARTICLE 13. State of Emergency [8625 - 8629]

Article 13 added by Stats. 1970, Ch. 1454.

8625.

The Governor is hereby empowered to proclaim a state of emergency in an area affected or likely to be affected thereby when:

(a) He finds that circumstances described in subdivision (b) of Section 8558 exist; and either

(b) He is requested to do so (1) in the case of a city by the mayor or chief executive, (2) in the case of a county by the chairman of the board of supervisors or the county administrative officer; or

(c) He finds that local authority is inadequate to cope with the emergency.

California Special District Association (CSDA) developed an Implementation Guide to assist special districts (Attachment A). The Guide compares AB 361 to the Brown Act, highlighting the differences. An Executive Summary is on the last page, outlining steps to implement AB 361 during a declared state of emergency per government code 8625.

Current Stipulations for Teleconferencing

Local governments may hold remote teleconference meetings under the standard requirements found within the Brown Act (i.e., subdivision (b) of Government Code section 54953) –

- ✓ Remote meeting locations identified in the meeting agenda and meeting notices;
- ✓ Agendas posted at all teleconference locations, locations are accessible to the public, and the public is able to address the legislative body at each teleconference conference location;
- ✓ Quorum of the members of the local body participate from locations within the boundaries of the territory.

Attachments:

12A. AB 361 Implementation Guide

12B. AB 361 Resolution Template



**California Special
Districts Association**

Districts Stronger Together

AB 361 Implementation Guide

AB 361 – Brown Act: Remote Meetings During a State of Emergency

Background – the Governor’s Executive Orders:

Starting in March 2020, amid rising concern surrounding the spread of COVID-19 throughout communities in the state, California Governor Gavin Newsom issued a series of Executive Orders aimed at containing the novel coronavirus. These Executive Orders ([N-25-20](#), [N-29-20](#), [N-35-20](#)) collectively modified certain requirements created by the Ralph M. Brown Act (“the Brown Act”), the state’s local agency public meetings law.

The orders waived several requirements, including requirements in the Brown Act expressly or impliedly requiring the physical presence of members of the legislative body, the clerk or other personnel of the body, or of the public as a condition of participation in or for the purpose of establishing a quorum for a public meeting.¹² Furthermore, the orders:

- waived the requirement that local agencies provide notice of each teleconference location from which a member of the legislative body will be participating in a public meeting,
- waived the requirement that each teleconference location be accessible to the public,
- waived the requirement that members of the public be able to address the legislative body at each teleconference conference location,
- waived the requirement that local agencies post agendas at all teleconference locations, and,
- waived the requirement that at least a quorum of the members of the local body participate from locations within the boundaries of the territory over which the local body exercises jurisdiction.

Under the orders, local agencies were still required to provide advance notice of each public meeting according to the timeframe otherwise prescribed by the Brown Act, and using the means otherwise prescribed by the Brown Act. Agencies were – for a time – required to allow members of the public to observe and address the meeting telephonically or otherwise electronically. Local agencies were eventually explicitly freed from the obligation of providing a physical location from which members of the public could observe the meeting and offer public comment.³

In each instance in which notice of the time of the meeting was given or the agenda for the meeting was posted, the local agency was required to give notice of the manner members of the public could observe the meeting and offer public comment. In any instance in which there was a change in the manner of public observation and comment, or any instance prior to the issuance of the executive orders in which the time of the meeting had been noticed or the agenda for the meeting had been posted without also including notice of the manner of public observation and comment, a local agency would be able to satisfy this requirement by

¹ **Executive Order N-25-20**, <https://www.gov.ca.gov/wp-content/uploads/2020/03/3.12.20-EO-N-25-20-COVID-19.pdf>

² **Executive Order N-29-20**, <https://www.gov.ca.gov/wp-content/uploads/2020/03/3.17.20-N-29-20-EO.pdf>

³ *Ibid*

advertising the means of public observation and comment using "the most rapid means of communication available at the time" within the meaning of California Government Code, section 54954(e); this includes, but is not limited to, posting the manner in which the public could participate on the agency's website.

The orders also provided flexibility for a legislative body to receive a "serial" or simultaneous communication outside of an open meeting, allowing all members of the legislative body to receive updates (including, but not limited to, simultaneous updates) relevant to the emergency (including, but not limited to, updates concerning the impacts of COVID-19, the government response to COVID-19, and other aspects relevant to the declared emergency) from federal, state, and local officials, and would be allowed to ask questions of those federal, state, and local officials, in order for members of the legislative body to stay apprised of emergency operations and the impact of the emergency on their constituents. Members of a local legislative body were explicitly not permitted to take action on, or to discuss amongst themselves, any item of business that was within the subject matter jurisdiction of the legislative body without complying with requirements of the Brown Act.⁴

The Brown Act Executive Orders Sunset – September 30, 2021

On June 11, 2021, the Governor issued Executive Order N-08-21 which rescinds the aforementioned modifications made to the Brown Act, effective September 30, 2021.⁵ After that date, local agencies are required to observe all the usual Brown Act requirements *status quo ante* (as they existed prior to the issuance of the orders). Local agencies must once again ensure that the public is provided with access to a physical location from which they may observe a public meeting and offer public comment. Local agencies must also resume publication of the location of teleconferencing board members, post meeting notices and agendas in those locations, and make those locations available to the public in order to observe a meeting and provide public comment.

Following the Governor's September 16 signing of AB 361, the Governor's office contemplated immediately rescinding the remote public meeting authority provided under prior Executive Orders. Such action would have instantly impacted thousands of local agencies – potentially requiring them to cancel meetings or conduct in-person meetings or meetings pursuant to standard Brown Act teleconferencing requirements, notwithstanding the ongoing health directives related to the pandemic. After fruitful discussions between CSDA, the Governor's office, and other stakeholders on how to best assist local agencies to conduct meetings in an open and public manner, the Governor's office modified its approach and issued a revised Order on September 20, suspending the provisions of AB 361 and providing for a clear transition.⁶

Until September 30, local agencies should look to the revised Executive Order, [N-15-21](#), to determine how to conduct a particular meeting. The revised Order makes clear that, **until September 30**, local agencies may conduct open and public remote meetings relying on the

⁴ **Executive Order N-35-20**, <https://www.gov.ca.gov/wp-content/uploads/2020/03/3.21.20-EO-N-35-20.pdf>

⁵ **Executive Order N-08-21**, <https://www.gov.ca.gov/wp-content/uploads/2021/06/6.11.21-EO-N-08-21-signed.pdf>

⁶ **Executive Order N-15-21**, [gov.ca.gov/wp-content/uploads/2021/09/9.20.21-executive-order.pdf](https://www.gov.ca.gov/wp-content/uploads/2021/09/9.20.21-executive-order.pdf)

authority provided under prior Executive Orders (rather than AB 361). The revised Order also explicitly permits a local agency to meet pursuant to the procedures provided in AB 361 **before** October 1, so long as the meeting is conducted in accordance with the requirements of AB 361. All local agencies should be aware that they **may not** conduct remote teleconference meetings pursuant to the authority in the Governor's prior Executive Orders **beyond September 30**; after that date, all meetings subject to the Brown Act must comply with standard teleconference requirements (as they existed "pre-pandemic") **OR** must comply with the newly enacted provisions of AB 361.

Any local agency that seeks to continue conducting remote teleconference meetings after September 30, **but has not taken action to transition to the provisions of AB 361**, may hold remote teleconference meetings under the standard requirements found within the Brown Act (i.e., subdivision (b) of Government Code section 54953, with remote meeting locations identified in the meeting agenda, meeting notices and agendas posted at all teleconference locations, teleconference locations accessible to the public, et cetera). Local agencies are strongly encouraged to swiftly begin preparations to ensure all Brown Act meetings and board actions taken via remote meetings after September 30 are done in a proper manner.

AB 361 – Flexibility for Remote Open Meetings During a Proclaimed State Emergency

Assembly Bill 361, introduced in February 2021 by Assembly Member Robert Rivas (D-30, Hollister) and sponsored by the California Special Districts Association, provides local agencies with the ability to meet remotely **during proclaimed state emergencies** under modified Brown Act requirements, similar in many ways to the rules and procedures established by the Governor's Executive Orders.

Important Note: *AB 361's provisions can only be used in the event that a gubernatorial state of emergency 1) has been issued AND 2) remains active. It is not sufficient that county and/or city officials have issued a local emergency declaration – the emergency declaration must be one that is made pursuant to the California Emergency Services Act (CA GOVT § 8625).*

Specifically, AB 361 suspends the requirements located in California Government Code, section 54953, subdivision (b), paragraph (3). What does this mean for local agencies? This means that, during a state of emergency, under specified circumstances, local agencies can meet pursuant to modified Brown Act requirements. Each of these modifications is broken out below.

The provisions enacted by AB 361 providing flexibility to meet remotely during a proclaimed emergency will sunset on January 1, 2024. This is subject to change if a future Legislature and Governor elect to extend the sunset or make the provisions permanent.

AB 361 IMPACTS ON LOCAL AGENCY COMPLIANCE WITH THE BROWN ACT

Brown Act Requirement	Requirement under AB 361
If the legislative body of a local agency elects to use teleconferencing, it shall post agendas at all teleconference locations and conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the legislative body of a local agency.	<ul style="list-style-type: none"> • Agendas not required to be posted at all teleconference locations • Meeting must still be conducted in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the legislative body of a local agency

In the context of an emergency, members of the legislative body of a local agency may be teleconferencing from less-than-ideal locations – e.g., the private domicile of a friend or relative, a hotel room, an evacuation shelter, from a car, etc. The nature of the emergency may further compound this issue, as was the case during the COVID-19 outbreak and the necessity to implement social distancing measures. To address this issue, AB 361 provides relief from the obligation to post meeting agendas at all conference locations.

Although local agencies are relieved from this obligation, local agencies should endeavor to post meeting agendas at all usual locations where it remains feasible to do so.

Important Note: Local agencies must still provide advance notice of public meetings and must still post meeting agendas consistent with the provisions of the Brown Act. AB 361 does nothing to change the fact that meetings must still be noticed and agendized in advance.

Brown Act Requirement	Requirement under AB 361
If the legislative body of a local agency elects to use teleconferencing, each teleconference location shall be identified in the notice and agenda of the meeting or proceeding, and each teleconference location shall be accessible to the public.	<ul style="list-style-type: none"> • Agendas are not required to identify each teleconference location in the meeting notice/agenda • Local agencies are not required to make each teleconference location accessible to the public

Emergencies can – and often do – happen quickly. As was the case with the 2018 Camp Fire, individuals fleeing a disaster area may end up in disparate locations throughout the state. These impromptu, ad hoc locations are not ideal for conducting meetings consistent with the usual Brown Act requirements, which may impede local agencies seeking to meet promptly in response to calamity. To that end, AB 361 removes the requirement to document each teleconference location in meeting notices and agendas. Similarly, local agencies are not required to make these teleconference locations accessible to the public.

Brown Act Requirement	Requirement under AB 361
If the legislative body of a local agency elects to use teleconferencing, during the teleconferenced meeting, at least a quorum of the members of the legislative body shall	<ul style="list-style-type: none"> • No requirement to have a quorum of board members participate from within the territorial bounds of the local agency's jurisdiction

participate from locations within the boundaries of the territory over which the local agency exercises jurisdiction.	
---	--

The purpose of AB 361 is to assist local agencies with continuing their critical operations despite facing emergencies that pose a risk to human health and safety – emergencies which oftentimes correspond with advisory or mandatory evacuation orders (e.g., wildfires, earthquakes, gas leaks, etc.). An emergency which drives individuals from an area could make meeting within the bounds of a local agency impossible to do feasibly or safely. Accordingly, AB 361 allows for local agencies to disregard quorum requirements related to members of a legislative body teleconferencing from locations beyond the local agency’s territory.

Brown Act Requirement	Requirement under AB 361
If the legislative body of a local agency elects to use teleconferencing, the agenda shall provide an opportunity for members of the public to address the legislative body directly at each teleconference location.	<ul style="list-style-type: none"> • In each instance in which notice of the time of the teleconferenced meeting is given or the agenda for the meeting is posted, the legislative body shall also give notice of the manner by which members of the public may access the meeting and offer public comment • The agenda shall identify and include an opportunity for all persons to attend via a call-in option or an internet-based service option • The legislative body shall allow members of the public to access the meeting, and the agenda shall include an opportunity for members of the public to address the legislative body directly • In the event of a disruption which prevents the local agency from broadcasting the meeting to members of the public using the call-in option or internet-based service option, or in the event of a disruption within the local agency’s control which prevents members of the public from offering public comments using the call-in option or internet-based service option, the legislative body shall take no further action on items appearing on the meeting agenda until public access to the meeting via the call-in option or internet-based service option is restored

	<ul style="list-style-type: none"> • Written/remote public comment must be accepted until the point at which the public comment period is formally closed; registration/sign-up to provide/be recognized to provide public comment can only be closed when the public comment period is formally closed
--	--

The right of individuals to attend the public meetings of local agencies and be face-to-face with their elected or appointed public officials is viewed as sacrosanct, only able to be abrogated in the most extraordinary of circumstances. Under normal conditions, local agencies are required to allow members of the public to participate in a public meeting from the very same teleconference locations that other board members are using to attend that meeting.

AB 361 solves the specific problem of what to do in circumstances when local agencies are holding their meetings remotely during an emergency and it would be unsafe to permit access to members of the public to the remote teleconference locations. AB 361 permits local agencies to meet without making teleconference locations available to members of the public, **provided that** members of the public are afforded the opportunity to provide public comment remotely as well.

Importantly, local agencies must ensure that the opportunity for the public to participate in a meeting remains as accessible as possible. This means that local agencies cannot discriminate against members of the public participating either remotely or in-person. In practice, this means:

- Local agencies must clearly advertise the means by which members of the public can observe a public meeting or offer comment during a meeting remotely, via either a call-in or internet-based option

Importantly, local agencies are required to provide the relevant remote access information to members of the public looking to attend a meeting of a local agency legislative body. This information includes, but is not limited to: phone numbers, passwords, URLs, email addresses, etc. Using this information, members of the public must be able to attend the meeting remotely. Any of the information related to participation must be included in the relevant meeting notice(s) and meeting agenda(s). If an agency fails to provide one or more of these key pieces of information in a meeting notice or agenda, the agency should not proceed with the meeting as-is, as it could result in any subsequent action being rendered null or void.

- Agencies whose meetings are interrupted by technological or similar technical disruptions must first resolve those issues before taking any other action(s) on items on the meeting agenda

In a notable departure from the terms of the Governor's orders, AB 361 explicitly requires that local agencies must first resolve any remote meeting disruption before proceeding to take further action on items appearing on a meeting agenda. In the event that a public comment line unexpectedly disconnects, a meeting agenda was sent out with the incorrect web link or dial-in

information, the local agency's internet connection is interrupted, or other similar circumstances, a local agency is required to stop the ongoing meeting and work to resolve the issue before continuing with the meeting agenda.

Local agencies should ensure that the public remains able to connect to a meeting and offer public comment by the means previously advertised in the meeting notice or agenda. This may require directing staff to monitor the means by which the public can observe the meeting and offer comment to ensure that everything is operating as intended.

In the event that a meeting disruption within the control of the agency cannot be resolved, a local agency should not take any further action on agenda items; the local agency should end the meeting and address the disruption in the interim, or it may risk having its actions set aside in a legal action.

Important Note: *Test, test, test! Local agencies should be testing their remote meeting setup in advance of (and during) every meeting to ensure that there are no apparent issues. Local agency staff should attempt to attend the meeting in the same way(s) made available to members of the public and demonstrate that everything is working as intended. The fact that staff tested the system before and during a meeting and failed to detect any problems may become a key factor in any potential legal action against the agency.*

- Local agencies cannot require that written comments be submitted in advance of a meeting

It is not permissible to require that members of the public looking to provide public comment do so by submitting their comment(s) in advance of a meeting – in fact, not only is this a violation of AB 361's terms, it is also a violation of the Brown Act generally. Both AB 361 and the Brown Act explicitly require that members of the public be given the opportunity to provide public comment **directly** – that is, live and at any point prior to public comment being officially closed during a public meeting. Until such time during a meeting that the chairperson (or other authorized person) calls for a close to the public comment period, members of the public are allowed to submit their public comments directly or indirectly, orally, written, or otherwise.

- Local agencies may only close registration for public comment at the same time the public comment period is closed, and must accept public comment until that point

Local agencies cannot require that individuals looking to provide public comment register in advance of a meeting (though agencies may extend the **possibility** of advance registration or commenting as a **non-mandatory** option). Nor may local agencies require that individuals looking to provide public comment register in advance of the agenda item being deliberated by a local agency. Local agencies may only close registration for public comment at the same time that they close the public comment period for all. Until the public comment period is completely closed for all, members of the public must be permitted to register for, and provide, public comment.

Local agencies that agendize a comment period for each agenda item cannot close the public comment period for the agenda item, or the opportunity to register to provide public comment, until that agendized public comment period has elapsed.

Local agencies that do not provide an agendized public comment period but instead take public comment separately on an informal, ad hoc basis on each agenda item must allow a reasonable amount of time per agenda item to allow public members the opportunity to provide public comment, including time for members of the public to register or otherwise be recognized for the purpose of providing public comment.

Local agencies with an agendized general public comment period that does not correspond to a specific agenda item (i.e., one occurring at the start of a meeting, covering all agenda items at once) cannot close the public comment period or the opportunity to register until the general public comment period has elapsed.

Brown Act Requirement	Requirement under AB 361
<p>A member of the public shall not be required, as a condition to attendance at a meeting of a legislative body of a local agency, to register his or her name, to provide other information, to complete a questionnaire, or otherwise to fulfill any condition precedent to his or her attendance.</p> <p>If an attendance list, register, questionnaire, or other similar document is posted at or near the entrance to the room where the meeting is to be held, or is circulated to the persons present during the meeting, it shall state clearly that the signing, registering, or completion of the document is voluntary, and that all persons may attend the meeting regardless of whether a person signs, registers, or completes the document.</p>	<ul style="list-style-type: none"> An individual desiring to provide public comment through the use of an internet website, or other online platform, not under the control of the local legislative body that requires registration to log in to a teleconference, may be required to register as required by the third-party internet website or online platform to participate

“Zoom meetings” became ubiquitous during the COVID-19 pandemic – for good reason. The Zoom video teleconferencing software was free (with some “premium” features even made temporarily free to all users), easily deployed, and user-friendly. All one needed was a Zoom account and then they’d be able to make use of the platform’s meeting services, hosting and attending various meetings as they pleased.

Unfortunately, the Brown Act has long prohibited the use of mandatory registration or “sign-ups” to attend public meetings or to provide public comment. Privacy and good governance concerns prohibit such information gathering from members of the public seeking to remain anonymous while also engaging with their government. Accordingly, it would normally be a concern to use any teleconference platform which may require participants to register for an account even when it is not the local agency establishing that requirement.

AB 361 resolves this issue by explicitly allowing local agencies to use platforms which, incidental to their use and deployment, may require users to register for an account with that platform so long as the platform is not under the control of the local agency.

Important Note: Just because you “can” doesn’t mean you “should.” There are products on the market that do not require individuals to sign up for/sign in to an account to participate in a remote meeting. Local agencies are heavily discouraged from contacting their remote meeting platform vendor in an attempt to uncover information about meeting attendees.

RESOLUTIONS: ENACTING ASSEMBLY BILL 361

A local agency wishing to rely on the provisions of AB 361 must meet one of the following criteria:

- (A) The local agency is holding a meeting during a proclaimed state of emergency, and state or local officials have imposed or recommended measures to promote social distancing; or
- (B) The local agency is holding a meeting during a proclaimed state of emergency for the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees; or
- (C) The local agency is holding a meeting during a proclaimed state of emergency and has determined, by majority vote, that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

These criteria permit a local agency to schedule a remote meeting to determine whether meeting in-person during the state of emergency would pose imminent risk to the health or safety of attendees. At that remote meeting, a local agency may determine by majority vote that sufficient risks exist to the health or safety of attendees as a result of the emergency and pass a resolution to that effect. These criteria also permit a local agency to meet remotely in the event that there is a state of emergency declaration while state or local officials have recommended or required measures to promote social distancing.

If a local agency passes a resolution by majority vote that meeting in-person during the state of emergency would present imminent risks to the health or safety of attendees, the resolution would permit meeting under the provisions of AB 361 for a maximum period of 30 days. After 30 days, the local agency would need to renew its resolution, consistent with the requirements of AB 361, if the agency desires to continue meeting under the modified Brown Act requirements, or allow the resolution to lapse.

Important Note: Consider referencing [the initial sample resolution linked on this page \(click here\)](#) in crafting your agency’s initial resolution effecting the transition to these modified Brown Act requirements. While this sample resolution is provided for the benefit of local agencies, consult your legal counsel to review your agency’s resolution before its consideration at a public meeting.

After 30 days, a local agency is required to renew its resolution effecting the transition to the modified Brown Act requirements if it desires to continue meeting under those modified requirements.

Importantly, the ability to renew the resolution is subject to certain requirements and conditions. In order to renew the resolution, a local agency must:

- Reconsider the circumstances of the state of emergency
- Having reconsidered the state of emergency, determine that either
 - The state of emergency continues to directly impact the ability of the members to meet safely in person, or
 - State or local officials continue to impose or recommend measures to promote social distancing

AB 361 requires that the renewal of the resolution effecting the transition to the modified Brown Act requirements must be based on findings that the state of emergency declaration remains active, the local agency has thoughtfully reconsidered the circumstances of the state of emergency, and the local agency has either identified A) ongoing, direct impacts to the ability to meet safely in-person or B) active social distancing measures as directed by relevant state or local officials.

Important Note: Consider referencing [the subsequent adoption sample resolution linked on this page \(click here\)](#) in crafting your agency's renewal resolution renewing the transition to these modified Brown Act requirements. While this sample resolution is provided for the benefit of local agencies, consult your legal counsel to review your agency's resolution before its consideration at a public meeting.

Important Note: If your agency does not meet again before the 30 day period during which the resolution remains active, the resolution will lapse for lack of action by the agency. After a resolution has lapsed, if the agency seeks to meet remotely again under the modified Brown Act requirements, it must pass a new initial resolution effecting the transition to the modified Brown Act requirements, subject to the same substantive and procedural requirements as before.

AB 361 PROCESS: AN EXECUTIVE SUMMARY

1. An emergency situation arises. The specific nature of the emergency produces an imminent risk to public health and safety.
2. A state of emergency is declared (pursuant to CA GOVT § 8625).
3. A local agency wishes to meet remotely via teleconferencing as a result of the emergency. A meeting notice/agenda are produced and posted, with an agenda item dedicated to consideration of a resolution to transition to teleconferenced meetings consistent with the terms of CA GOVT § 54953, subdivision (e).
4. A resolution is passed consistent with the terms of CA GOVT § 54953, subdivision (e), paragraph (1), subparagraph (B) (i.e., a resolution passed by majority vote determining that meeting in person would present imminent risks to the health or safety of attendees).¹ This resolution is valid for 30 days.
5. 30 days later: if the state of emergency remains active, a local agency may act to renew its resolution effecting the transition to teleconferenced meetings by passing another resolution, consistent with the terms of CA GOVT § 54953, subdivision (e), paragraph (3) (i.e., a resolution which includes findings that legislative body has both 1) reconsidered the circumstances of the state of emergency, and 2) the state of emergency continues to directly impact the ability of the members to meet safely in person.²

¹ Alternatively, in lieu of a resolution finding that meeting in person would present imminent risks to the health or safety of attendees, a local agency may use modified Brown Act procedures when state/local officials recommend/require measures to promote social distancing.

² Should state/local officials continue to impose or recommend measures to promote social distancing, this may instead be used as a basis for renewing a resolution (as opposed to the fact that the state of emergency continues to directly impact the ability of the members to meet safely in person).

This communication is provided for general information only and is not offered or intended as legal advice. Readers should seek the advice of an attorney when confronted with legal issues and attorneys should perform an independent evaluation of the issues raised in these communications.

Copyright © 2021 by the California Special Districts Association (CSDA), Sacramento, California.

All rights reserved. This publication, or parts thereof, may not be reproduced in any form without CSDA's permission.

RESOLUTION NO. XXXX-XX

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE [SPECIAL DISTRICT NAME HERE] PROCLAIMING A LOCAL EMERGENCY, RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY [ENTER GOVERNOR'S ORDER AND DATE OF ISSUANCE], AND AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE LEGISLATIVE BODIES OF [SPECIAL DISTRICT NAME HERE] FOR THE PERIOD [INSERT 30 DAY WINDOW HERE] PURSUANT TO BROWN ACT PROVISIONS.

WHEREAS, the [SPECIAL DISTRICT NAME HERE] is committed to preserving and nurturing public access and participation in meetings of the Board of Directors; and

WHEREAS, all meetings of [SPECIAL DISTRICT NAME HERE]'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, a required condition is that a state of emergency is declared by the Governor pursuant to Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code section 8558; and

WHEREAS, a proclamation is made when there is an actual incident, threat of disaster, or extreme peril to the safety of persons and property within the jurisdictions that are within the District's boundaries, caused by natural, technological, or human-caused disasters; and

WHEREAS, it is further required that state or local officials have imposed or recommended measures to promote social distancing, or, the legislative body meeting in person would present imminent risks to the health and safety of attendees; and

WHEREAS, such conditions now exist in the District, specifically, [A STATE OF EMERGENCY HAS BEEN PROCLAIMED – DESCRIBE GOVERNOR'S PROCLAMATION HERE]; and

WHEREAS, [DESCRIBE ORDERS FROM STATE OR LOCAL OFFICIALS IMPOSING OR RECOMMENDING SOCIAL DISTANCING MEASURES OR DESCRIBE HOW MEETING IN PERSON WOULD PRESENT IMMINENT RISK TO HEALTH AND SAFETY OF ATTENDEES]; and

WHEREAS, the Board of Directors does hereby find that [DESCRIBE STATE OF EMERGENCY, AND, SOCIAL DISTANCING ORDERS OR CONDITIONS CAUSING IMMIMENT RISK TO ATTENDEES] has caused, and will continue to cause, conditions of peril to the safety of persons within the District that are likely to be beyond the control of services, personnel, equipment, and facilities of the District, and desires to proclaim a local emergency and ratify the proclamation of state of emergency by the Governor of the State of California [AND POSSIBLY RATIFY STATE OR LOCAL ORDERS FOR SOCIAL DISTANCING]; and

WHEREAS, as a consequence of the local emergency, the Board of Directors does hereby find that the legislative bodies of [SPECIAL DISTRICT NAME HERE] 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

WHEREAS, [DESCRIBE MEASURES DISTRICT IS TAKING TO ENSURE ACCESS FOR THE PUBLIC].

NOW, THEREFORE, THE BOARD OF DIRECTORS OF [SPECIAL DISTRICT NAME HERE] 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. Proclamation of Local Emergency. The Board hereby proclaims that a local emergency now exists throughout the District, and [DESCRIBE SOCIAL DISTANCING ORDERS OR DESCRIBE HOW MEETING IN PERSON WOULD PRESENT IMMINENT RISK].

Section 3. Ratification of Governor's Proclamation of a State of Emergency. The Board hereby ratifies the Governor of the State of California's Proclamation of State of Emergency, effective as of its issuance date of [ENTER ISSUANCE DATE HERE].

Section 4. Remote Teleconference Meetings. The [STAFF OR GENERAL MANAGER] and legislative bodies of [SPECIAL DISTRICT NAME HERE] 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 5. Effective Date of Resolution. This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of (i) [ENTER DATE 30 DAYS FROM ADOPTION OF RESOLUTION], 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 [SPECIAL DISTRICT NAME HERE] may continue to teleconference without compliance with paragraph (3) of subdivision (b) of section 54953.

PASSED AND ADOPTED by the Board of Directors of [SPECIAL DISTRICT NAME HERE], this _____ day of _____, 20 __, by the following vote:

AYES: Detwiler, Gibbons, Silhi, Packham

NOES: Tannehill

ABSENT: None

ABSTAIN: None



Budget and Administration Committee
Tuesday, November 2, 2021
6:30 p.m.

Cameron Park Community Center
2502 Country Club Drive, Cameron Park

Agenda

Members: Chair Director Eric Aiston (EA), Vice Chair Director Felicity Wood Carlson (FC)

Alternate Director Monique Scobey (MS)

Staff: Jill Ritzman, General Manager; Christina Greek, Finance/HR Officer

CALL TO ORDER

ROLL CALL

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

ADOPTION OF AGENDA

APPROVAL OF CONFORMED AGENDA

OPEN FORUM

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

DEPARTMENT MATTERS

- 1. Accountability Act Report for FY 2020-21 (C. Greek)**
- 2. First Quarter Fiscal Year 2021-2022 Budget & Actuals (C. Greek)**
- 3. Staff Updates**
 - a. Check Register Review (C. Greek)
 - b. Finance Office Monthly Report (C. Greek, oral)
 - c. Legislative Updates (J. Ritzman, oral)

d. El Dorado Disposal Implementing SB 1383 Food Waste Recycling (J. Ritzman)

4. Items for December & Future Committee Meetings

- El Dorado Disposal & Food Waste Recycling

5. Items to take to the Board of Directors

- Accountability Act Report for FY 2020-21
- First Quarter FY 2021-22 Budget to Actuals

MATTERS TO AND FROM COMMITTEE MEMBERS & STAFF

ADJOURNMENT

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



Covenants, Conditions & Restrictions (CC&R) Committee
Monday, November 1, 2021
5:30 p.m.

Cameron Park Community Center
2502 Country Club Drive, Cameron Park, CA 95682

Agenda

Members: Vice Chair Bob Dutta (BD), Patricia Rivera (PR), Kelly Kantola (KK)
Chair Director Monique Scobey (MS), Director Ellie Wooten (EW)
Alternate Director Sid Bazett (SB)

Staff: General Manager Jill Ritzman, CC&R Compliance Officer Jim Mog

Director Scobey has a planned absence; therefore, Director Bazett will attend as the alternate

1. CALL TO ORDER

2. 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.

3. APPROVAL OF AGENDA

4. APPROVAL OF CONFORMED AGENDA

5. 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

6. Appeal – 3807 Archwood Rd. Cameron Park. – Exterior House Paint.

7. Review, Discuss & Approve Updated CC&R Handbook (J. Mog)

8. MONTHLY STAFF REPORT

8a. Open Violations, CC&R Violation Manager Case Detail Report

- Referred to Legal – 2 (1 old and need Legal Status)
- Pre-Legal Notices – 0
- Final Notices - 4
- Initial Notices – 19
- Variance – 1
- 9/24/21 - 10/25/21 New Cases - 6
- 9/24/21 - 10/25/21 Cleared Cases - 4
- Total Cases Open = 79

8b. Architectural Review Projects – Period – 9/23/21 – 10/25/21

- Projects Reviewed – 19
- Approved – 18
- Denied – 1

9. Staff Updates

- Annual Committee Member appointments - deadline for submitting interest is December 15, 2021 for a 2022 appointment.

10. Items for Future CC&R Committee Agendas

- Revenue Enhancements in December, 2nd presentation

11. Items to take to the Board of Directors

12. MATTERS TO AND FROM COMMITTEE MEMBERS & STAFF

13. ADJOURNMENT



**Fire and Emergency Services Committee
Tuesday, November 9, 2021
5:30 p.m.**

**Cameron Park Community Center
2502 Country Club Drive, Cameron Park**

Agenda

Members: Chair Director Sidney Bazett (SB), Vice Chair Director Monique Scobey (MS)
Alternate Director Eric Aiston (EA)

Staff: General Manager Jill Ritzman, Chief Sherry Moranz

CALL TO ORDER

ROLL CALL

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

ADOPTION OF AGENDA

APPROVAL OF CONFORMED AGENDA

OPEN FORUM

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

DEPARTMENT MATTERS

- 1. Office of Traffic Safety Grant Agreement** (J. Agustin, K. Richards)
- 2. Fire Station 88 Proposed Improvements** (J. Agustin, K. Richards)
- 3. Staff Updates**
 - a. Fire Department Report (J. Agustin)
 - b. Updated Organizational Chart – Fire Department (J. Agustin)

4. Items for September and Future Committee Agendas

5. Items to take to the Board of Directors

MATTERS TO AND FROM COMMITTEE MEMBERS & STAFF

ADJOURNMENT

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



Parks & Recreation Committee
Monday, November 8, 2021
6:30 p.m.

Cameron Park Community Center
2502 Country Club Drive, Cameron Park

Agenda

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

Staff: General Manager Jill Ritzman, Recreation Supervisor Kimberly Vickers,
Parks & Facilities Superintendent Mike Grassle

CALL TO ORDER

ROLL CALL

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

APPROVAL OF AGENDA

APPROVAL OF CONFORMED AGENDAS

OPEN FORUM

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

DEPARTMENT MATTERS

- 1. Presentation – Rescue Rasmussen Lake (R. Harris)**
- 2. 2022 Facility Use Fee Schedule – Proposed Changes (K. Vickers)**
- 3. Categorical Exemption – Cameron Park Lake Splash Pad Project (J. Ritzman)**
- 4. Ad Hoc Committee for Splash Playground Fundraising (J. Ritzman, discussion)**

5. Staff Oral & Written Updates

- a. Recreation Report (K. Vickers)
- b. Parks & Facilities Report (M. Grassle)
- c. Health of Christmas Tree(s) at Christa McAuliffe Park (M. Grassle)

6. Items for November & Future Committee Agendas

7. Items to take to the Board of Directors

- Active 20/30 Presentation - Donation from Unicorn Dash

MATTERS TO AND FROM COMMITTEE MEMBERS

ADJOURNMENT