

Board of Directors Meeting – AGENDA
ROLLING HILLS COMMUNITY SERVICES DISTRICT

Tuesday, September 15, 2020 - 7:00 p.m.

Teleconference Meeting Only

This meeting is being held in accordance with the Brown Act as currently in effect under the State Emergency Act, Governor Gavin Newsom's Emergency Declaration related to COVID-19, and Governor Newsom's Executive Order N-29-20 issued March 17, 2020 that allows attendance by Board Members, staff, and the public to participate and conduct public meetings by teleconference.

You may participate in the meeting via teleconference by:

Dial: 1-669-900-9128

Meeting ID: 917 4717 1327

Participant ID: 999127

Hosted through Zoom

Or Join by Computer:

<https://zoom.us/j/91747171327?pwd=U3MvZ1F0Q0N0MktRTExRRVM0bkICZz09>

1. Call to Order/Announcements

Pledge of Allegiance; Roll Call

2. Public Comment - Items Not on Agenda

At this time, members of the public may address the Board of Directors regarding any item within the subject matter jurisdiction of the Board, not set forth as an agenda item. No action may be taken on items raised during Public Comment as they are not on the agenda. Issues presented in Public comments may be referred to staff or scheduled on a future board agenda. Please limit your comments to three minutes or less. The public comment portion of the meeting will not exceed 15 minutes.

In addition, members of the public may address the Board of Directors regarding an agenda item after that item has been called but before the Board entertains its discussion of the item. Please limit your comments to three minutes or less.

3. Monthly Reports

a. General Manager Report

4. Consent Items

All items on the Consent Calendar are considered routine and will be approved without discussion by a single roll call vote. Any Board Member or member of the public may remove any item from the Consent Calendar. If an item is removed, it will be discussed separately following approval of the remainder of the Consent Calendar. Any Board Member may abstain from one or more items on the Consent Calendar.

a. Approve and file Minutes of the August 18, 2020 regular meeting of the Board of Directors

b. Correspondence accept and file:

- 1) Umpqua Bank statement for period ending August 30, 2020
- 2) CalPERS Circular Letter dated August 18, 2020 re June 20, 2019 Actuarial Valuation Reports
- 3) Solicitation Letter from Sundown Land to Purchase District property

Consent Items Pulled for Discussion: _____

5. Old Business

- a. Folsom Heights Development Project – Prima Road Emergency Vehicle Access (EVA) –** Staff to provide update regarding any new information received by the District on this issue. (Informational/Discussion Item)
- b. Vacancy on RHCS D Board of Directors –** Carried forward from August 18, 2020 meeting. Due to the resignation of Tim Halverson tendered on June 22, 2020, a vacancy was created on the Board of Directors. The Board solicited Statements of Interest by posting a Notice of Vacancy with the intention to make an appointment to fill the vacancy at its meeting on August 18 per Gov Code section. No appointment was made by August 27, 2020. The vacancy will be addressed through the election/nomination/appointment process. (Informational/Discussion Item)
- c. November 3, 2020 Election – Director Appointment(s) Due to Insufficient Nominees for Election –** As a result of insufficient nominees filing candidate papers to serve as a Director on the Board, the District has an opportunity to recommend to the Board of Supervisors nominees for appointment to fill the Director seats to be elected at the November 3, 2020 election and the one vacant Board seat created as a result of resignation. (Discussion/Possible Action Item)
- d. Planning for Long Range Funding for Road Maintenance and Repairs and other Infrastructure Expenses –** Carried forward from August 18, 2020 meeting. In light of the findings contained in the Reserve Study commissioned by the Board to provide information about the District's aging infrastructure, amenities, and estimated expenses for maintenance moving forward and the actual bid costs for performing needed work, Board discussion regarding a plan to address these costs and other increasing expenses moving forward. (Discussion/ Possible Action Item)
- e. Tree Issues at Berkshire Park –** Staff requests further review of tree issues at Berkshire Park in light of updated Arborist Report; consideration of expenditure of funds from approved budget in an amount not to exceed \$13,400 to carry out tree removal, pruning, grinding, and related work as outlined in the proposal from Bailey Tree Company and authorization for the General Manager to execute an agreement for the services (Discussion/Possible Action Item)

- f. **El Dorado County Planning Department Variance for Berkshire Park Development Plan**
Staff to provide update regarding information received from Planning Department regarding size of shed structure to be allowed and resulting redesign of the Park plan design (Discussion/Possible Action Item)

6. New Business

- a. **Amendment to New Generation Agreement for Landscape Maintenance Services –**
Consideration of approval of First Notice of Election to Extend Multi-Task General Services Agreement, extending the original agreement term for one-year effective June 1, 2020 through May 31, 2021, on the same terms and conditions. The Agreement provides for up to four one-year extensions as may be mutually agreed between the parties. (Discussion/Action Item)
- b. **Amendment to Agreement with Chaney Hicks for General Manager Services –**
Consideration of Amendment to Agreement with Chaney Hicks to provide for payment of late fee in the event invoice for services not paid within 30 days (Discussion/Action Item)
- c. **Summerfield Open Space/Belhaven Property Fire Mitigation Work –** Consideration of expenditure of not to exceed \$2,850 for work to remove 10 feet of brush from the Summerfield open space Belhaven property area to reduce the risk of fire (Discussion/Possible Action Item)
- d. **Replacement of Three Trees at Stonebriar Entrance near Prima –** Consideration of expenditure of not to exceed \$1,000 to replace the three trees removed at the Stonebriar entrance near Prima; the type of trees to be used for replacement to be agreed upon as discussed at the July 2020 meeting.
- e. **Discussion of Board Officers as a Result of Resignation of President –** Board to discuss the slate of Officers as a result of the resignation of the President. (Discussion/Possible Action Item)

7. Adjournment

The Board may take action on any of the items listed on this Agenda regardless of whether the matter appears on the Consent Calendar or is described as an action item, a report, a discussion item, or an information item.

NOTICE TO THE DISABLED AND VISUALLY OR HEARING IMPAIRED: In compliance with the Americans with Disabilities Act, a person with a disability who requires a modification or accommodation in order to participate in the public meeting may contact the General Manager at (916) 235-8671 or GenMgr@RollingHillsCSD.org. Notification at least 48 hours prior to the meeting will enable the District to make reasonable arrangements to ensure accessibility to this meeting.

9/15/20 Item 4.c

ROLLING HILLS COMMUNITY SERVICES DISTRICT

MINUTES OF AUGUST 18, 2020 MEETING OF THE BOARD OF DIRECTORS

1. Call to Order/Roll Call.

The Rolling Hills CSD regular meeting held by teleconference on August 18, 2020 was called to order at 7:04p.m. by Brenda Collette in accordance with the Brown Act as currently in effect under the State Emergency Act, Governor Gavin Newsom's Emergency Declaration related to COVID-19, and Governor Newsom's Executive Order N-29-20 issued March 17, 2020, that allows attendance by Board Members, staff, and the public by teleconference. In addition to Director Collette, Board members Gordon Fawkes and Mark Magee and General Manager Chaney Hicks. Board Secretary Linda Stone was absent. Also present on the conference call were members of the public.

2. Public Comment (Items not on the agenda).

A resident asked a question regarding whether the Rolling Hills CSD is merging with the El Dorado Hills CSD. Board member Collette indicated that the Board is looking into the possibility and that the El Dorado Hills CSD is awaiting our finalized audit so that they may look at the financials. General Manager Hicks gave a brief summary of the lengthy process entailed and that the first step is determining if the El Dorado Hills CSD is willing to entertain the possibility but the bigger hurdle is negotiating a zone of benefit with El Dorado County for road and storm drain maintenance. If those were both determined to be possible, the decision would be put before the community for a vote. Another resident noted that they believe the radar signs functionality are being affected by nearby branches. General Manager Hicks will move forward with trimming mitigation.

3. Resolution Commending Tim Halverson for 13 Years of Service

Resolution 20-05 was read for attendees commending Tim Halverson for his many years of service to the District. Gordon Fawkes moved to adopt resolution; second by Director Mark Magee; motion carried.

AYES: Collette, Fawkes, McGee

NOES: None

ABSENT: Matt Sites

ABSTAIN: None

4. Monthly Reports

- a. General Manager Report. General Manager Chaney Hicks presented an oral and written report detailing district business, copy attached. Board member Fawkes indicated that he would take a look at culvert maintenance required in areas in Springfield Meadows.

5. Consent Items

The Consent items consisting of the draft minutes from August 4, 2020 special meeting, monthly financial statement from Umpqua Bank dated June 30, 2020, Letter from the El Dorado County Auditor-Controller's office dated August 12, 2020 regarding 2020/21 Direct Charge Letter Levy Enrollment Confirmation-Reject Memo stated confirmation of successful acceptance, email from Linda Stone regarding 2020/21 Coverage Documents, Payroll Reconciliation Deadline, Special Announcement, EID The Waterford Newsletter dated July-August 2020 and CalPers Membership Circular letter dated July 16, 2020 regarding New Automated Process to Permanently Separate Retired Appointments That Meet Specific Criterial. Director Gordon Fawkes moved to approve the consent items and accept and file the items; second by Director Mark Magee; motion carried.

AYES: Collette, Fawkes, Magee

NOES: None

ABSENT: Matt Sites

ABSTAIN: None

Old Business

6.a Folsom Heights Development – Emergency Vehicle Access at Prima Drive and Stonebriar. General Manager Hicks stated that last update recently received from Folsom City Planning (Steve Banks) indicated that there were no modifications/changes made to the previously adopted plan for the Emergency Vehicle Access Road.

New Business

7a. Award of Contract for 2020 Shadow Hills Road Resurfacing Maintenance Project. Director Collette suggested that the rotating schedule for sealing maintenance should be reevaluated due to specific traffic loads. Shadow Hills and Springfield Meadows have significantly few homes to serve, therefore less traffic overall. General Manager Hicks agreed except to state that even though Springfield Meadows has less homes, roads were done at different construction standard so are engineered to a lesser degree and may wear quicker. Director Magee stated that he felt it made sense to repair Shadow Hills prior to sealing and moved to approve the expenditure of the amount from the base bid of \$21,012.33 plus the remove and replace bid for Shadow Hills of \$10,493.30 for a total of \$31,505.63 to be expended on Shadow Hills road maintenance; second by Director Fawkes; motion carried.

AYES: Collette, Fawkes, Magee

NOES: None

ABSENT: Matt Sites

ABSTAIN: None

6.b. Biennial Review of RHCS D Conflict of Interest Code, Even Years. Board Secretary requested approval to execute the 2020 Local Agency Biennial Notice and Director Collette moved to approve the motion; second by Director Magee; motion carried.

AYES: Collette, Fawkes, Magee

NOES: None

ABSENT: Matt Sites

ABSTAIN: None

6.c Appointment to Fill Vacancy on RHCS D Board of Directors. The Board members agreed to contact the two people submitting their statements requesting to be considered for open board position to acquaint themselves with prospective residents prior to appointment. There was some confusion as to the appointment duration with conflicting dates on website versus meeting agenda which will need to be resolved. Also, neither prospective board members were present at the meeting. This item will be carried over until next month.

6.d Designation and Authorization for Second Board Member Use of Bank Card for Umpqua Revolve Checking Account. All Board members were asked by General Manager Hicks their desire to be listed as second cardholder. Director Collette stated that she would be willing to be listed as secondary cardholder. General Manager Hicks will forward to her the necessary paperwork from bank and stated she may need to go into the bank to show ID. Director Magee made the motion to authorize Director Collette to be secondary cardholder; second by Director Fawkes; motion carried.

AYES: Fawkes, Magee

NOES: None

ABSENT: Matt Sites

ABSTAIN: Collette

6.e Planning for Long Range Funding for Road Maintenance and Repairs. Director Fawkes would like for an expert to review and give input due to his concern that cutout sections have more likelihood to have failure due to the cut lines of patches. Director Fawkes would also like the comparison of remove and replace versus overlay of entire roadway. General Manager Hicks will contact a road paving contractor that District has used in the past to give feedback. Board members will review road survey areas since they didn't have a thorough review. Director Magee requested previous sealing costs for subdivisions to compare costs and General Manager indicated that she would get that information to them prior to the next meeting where this item will be revisited with newly sourced information.

8. Adjournment. Upon motion by Director Fawkes and seconded by Director Collette, the meeting was adjourned at 8:20 p.m.

Submitted by:

Chaney Hicks, General Manager

Approved by Board:

DRAFT

August 18 2020

General Manager Report:

Landscaping:

Discussed issue/s with landscapers:

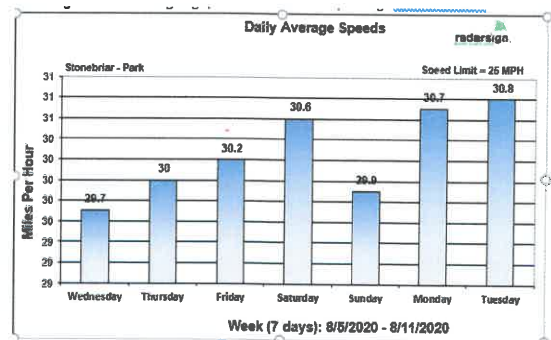
- Several Irrigation Valve Leaks Along White Rock
- Haddington Fire Access tree limb trimming required
- Talked with landscapers regarding lack of regular mowing

Berkshire Park Plan: I contacted the Department Director of Planning, awaiting response.

Direct Assessment: Direct Assessment Completed and accepted by County

Radar Sign:

Ongoing speeds retrieved from park sign 8/12/2020 indicate daily average close to 31 mph



Fire Abatement: Livestock completed last section and invoice authorized for payment.

Warnings/Citations: One Basketball Hoop tagged, letter sent with removal request or daily charges will accrue, need board member to help remove and take to storage unit due to lack of removal. One Boat Trailer tagged and citation issued

Citation Status Report

Date Range: 08/01/2016-08/16/2020

Agency	Citation	Cite Date	Time	Plate/VIN	State	Make	Location	Status	# Notices RO	Appealed?	DMV Hold?	ETB?	Original	Charges/fees	Payments	Owing
Rolling Hills	RHCSD0204	06/22/2018	08:58	4EY5800	CA	DMHEN	43555 DUNNWOOD DR	Hold	0	New	No	No	\$100.00			\$100.00
Rolling Hills	RHCSD0254	06/03/2020	12:39	4RG9637	CA	DMHEN	4419 DUNNWOOD DR	Hold	0	Hit	No	No	\$100.00	(\$100.00)		\$0.00
Rolling Hills	RHCSD0256	08/04/2020	14:54	4EF2637	CA	TLRL	700 SAN MARINO CT	Hold	0	New	No	No	\$100.00			\$100.00
Rolling Hills	RHCSD0255	06/15/2020	10:24	1KG9654	CA	DARGO	7981 BELHAVEN WY	Open	1	Hit	No	No	\$100.00			\$100.00
Rolling Hills DELINQUENT	RHCSD0203	04/10/2018	11:10	4GL1042	CA	PACE	700 SAN MARINO	Open	1	Hit	No	No	\$200.00			\$200.00
Rolling Hills DELINQUENT	RHCSD0202	02/21/2018	09:57	4GL1042	CA	PACE	700 SAN MARINO CT	Open	1	Hit	No	No	\$200.00			\$200.00
Rolling Hills DELINQUENT	RHCSD0252	11/22/2019	10:33	8LGY474	CA	PORES	200 MONTROSE COURT	Open	2	Hit	No	Yes	\$200.00			\$200.00
Totals:									5				\$800.00	(\$100.00)	\$0.00	\$700.00

7 records matched your report criteria (Including: Current and Delinquent Citations, Sorted By: # Notices)

Monument:

Trespassing/Climbing ongoing. Additional political signs posted and removed by Board Member. Ordered no Trespass Signs, awaiting delivery and install.

Resident Concerns: 935/940 Stonebridge and Manchester Dr residence – Postcards sent regarding no culvert system and degrading roadways in Springfield Meadows



California Public Employees' Retirement System
P.O. Box 942715 | Sacramento, CA 94229-2715
888 CalPERS (or 888-225-7377) | TTY: (877) 249-7442
www.calpers.ca.gov

Actuarial Circular Letter

August 18, 2020

Circular Letter: 200-044-20

Distribution: VI

To: All Public Agency Employers
Subject: June 30, 2019 Actuarial Valuation Reports

Purpose

The purpose of this Circular Letter is to inform you that the 2019 actuarial valuation reports have been completed and uploaded to myCalPERS.

Background

The 2019 valuation reports set the required contributions for public agency employers and certain members for fiscal year 2021-22.

As required by the Public Employees' Pension Reform Act (PEPRA), members hired after January 1, 2013 (PEPRA members) are subject to possible increases or decreases to their contribution rate based on the results of the annual actuarial valuations. Some PEPRA member groups will experience an increase to their contribution rate for fiscal year 2021-22 as a result of the 2019 valuations. **Refer to the cover letter of the report for information on the PEPRA member contribution rate(s) for your rate plan for fiscal year 2021-22.**

More information

The actuarial valuation reports are also expected to be available on the CalPERS website in September. You can find the reports under the **Employers** tab in the **Actuarial Resources** section of our website at www.calpers.ca.gov.

Sundown Land
1257 Sanguinetti Rd #266
Sonora, CA 95370

July 31st, 2020

Reference # ELDO-703

Springfield Meadows
Po Box 5266
El Dorado Hills, CA 95762-0005



3168912
03596

Dear Springfield Meadows:

We would like to purchase your land in **El dorado County, CA** as referenced in the enclosed "Purchase Agreement." The source of your ownership record is from the El dorado County Assessor and this information is of public record and available to anyone who requests it.

Sundown Land is a property investment company that prides itself on quick, professional, easy transactions and seller satisfaction.

In many situations, we can deliver a **cashier's check to your door in as little as *three days for the purchase price of the property***. We will pay *all* of the associated costs of completing this transaction including back taxes within reason as well as title and escrow fees with First American Title, Inc. if we choose to complete the transaction in this manner. The price we agree upon is the amount of the cashier's check you will receive.

If you are interested in selling, please complete the attached "Purchase Agreement" and email (take a picture) or send it back to us at the address above or simply call **(209) 280-0350**.

Feel free to contact me anytime to discuss this contemplated transaction or the sale of any other property you may own.

Sincerely,

Lee Shuemaker

Sundown Land
Owner
July 31st, 2020

Sundown Land

(209) 280-0350

Lee@sundownland.com

Lee Shuemaker

Sundown Land
1257 Sanguinetti Rd #266
Sonora, CA 95370

Reference # ELDO-703

Purchase Agreement

APN:	117-150-009-000
Acreage:	9.60

The purchase price of **\$2,161,641.60** will be paid in full at the time of closing, unless otherwise discussed. We, the buyer, will pay the cost of completing the transaction including any outstanding property taxes within reason.

This offer is contingent upon the following terms:

1. Buyer's confirmation of the legal and physical aspects of the property ownership.
2. Said property is to be sold free and clear of all encumbrances, with good and marketable title and with full possession to said property available to Buyer at date of closing.
3. Seller to provide abstract or prior owners policy, if available.
4. This offer shall remain open until **October 15th, 2020** and if not accepted by then, the offer shall be rescinded, unless otherwise discussed.

Sundown Land (BUYER)
July 31st, 2020

(SELLER)

Owner (sign): _____

Owner (print): _____

Current Address: _____

Phone: _____

Email: _____

Sundown Land

(209) 280-0350

Lee@sundownland.com

Board & Staff

Board of Directors

Matthew Sites, President

Term of office: 12/7/2018 – 12/2/2022

matt@rollinghillscsd.org

Vacant

Term of office: 12/7/2018 – 12/2/2022

Gordon Fawkes, Director

Term of office: 12/2/2016 – 12/4/2020

gordon@rollinghillscsd.org

Brenda Collette, Director

Term of office: 12/2/2016 – 12/4/2020

brenda@rollinghillscsd.org

Mark Magee, Director

Term of office: 12/2/2016 – 12/4/2020

mark@rollinghillscsd.org

Staff

Chaney Hicks, General Manager

Gm@rollinghillscsd.org

Linda Stone, Board Clerk/Secretary

clerk@rollinghillscsd.org

NOTICE OF VACANCY
ROLLING HILLS COMMUNITY SERVICES DISTRICT
BOARD OF DIRECTORS

NOTICE IS HEREBY GIVEN that there is presently a vacancy on the Board of Directors of the Rolling Hills Community Services District ("RHCS D") created by the resignation of Tim Halverson. The term of office for this vacancy runs through the general election in November, 2021. The Board intends to fill this vacancy by appointment at its regular meeting on August 18, 2020.

Candidates for the Board must be a voter in the district and must be able to exercise their independent judgment on behalf of the interests of RHCS D, including the residents, property owners, and the public as a whole.

If interested, please send a Statement of Interest and Qualifications to:
Rolling Hills Community Services District

P. O. Box 5266

El Dorado Hills, CA 95762

Or email: csdclerk@gmail.com

Please limit your statement to 100 words or less. This Notice shall be posted in three conspicuous places in the district at least 15 days before the appointment is made. Thank you.

Linda Stone, Board Clerk

July 11, 2020



GOVERNMENT CODE - GOV

TITLE 1. GENERAL [100 - 7914] (Title 1 enacted by Stats. 1943, Ch. 134.)

DIVISION 4. PUBLIC OFFICERS AND EMPLOYEES [1000 - 3599] (Division 4 enacted by Stats. 1943, Ch. 134.)

CHAPTER 4. Resignations and Vacancies [1750 - 1782] (Chapter 4 enacted by Stats. 1943, Ch. 134.)

ARTICLE 2. Vacancies [1770 - 1782] (Article 2 added by Stats. 1943, Ch. 134.)

1780. (a) Notwithstanding any other provision of law, a vacancy in any elective office on the governing board of a special district, other than those specified in Section 1781, shall be filled pursuant to this section.
- (b) The district shall notify the county elections official of the vacancy no later than 15 days after either the date on which the district board is notified of the vacancy or the effective date of the vacancy, whichever is later.
- (c) The remaining members of the district board may fill the vacancy either by appointment pursuant to subdivision (d) or by calling an election pursuant to subdivision (e).
- (d) (1) The remaining members of the district board shall make the appointment pursuant to this subdivision within 60 days after either the date on which the district board is notified of the vacancy or the effective date of the vacancy, whichever is later. The district shall post a notice of the vacancy in three or more conspicuous places in the district at least 15 days before the district board makes the appointment. The district shall notify the county elections official of the appointment no later than 15 days after the appointment.
- (2) If the vacancy occurs in the first half of a term of office and at least 130 days prior to the next general district election, the person appointed to fill the vacancy shall hold office until the next general district election that is scheduled 130 or more days after the date the district board is notified of the vacancy, and thereafter until the person who is elected at that election to fill the vacancy has been qualified. The person elected to fill the vacancy shall hold office for the unexpired balance of the term of office.
- (3) If the vacancy occurs in the first half of a term of office, but less than 130 days prior to the next general district election, or if the vacancy occurs in the second half of a term of office, the person appointed to fill the vacancy shall fill the balance of the unexpired term of office.
- (e) (1) In lieu of making an appointment the remaining members of the board may within 60 days of the date the district board is notified of the vacancy or the effective date of the vacancy, whichever is later, call an election to fill the vacancy.
- (2) The election called pursuant to this subdivision shall be held on the next established election date provided in Chapter 1 (commencing with Section 1000) of Division 1 of the Elections Code that is 130 or more days after the date the district board calls the election.
- (f) (1) If the vacancy is not filled by the district board by appointment, or if the district board has not called for an election within 60 days of the date the district board is notified of the vacancy or the effective date of the vacancy, whichever is later, then the city council of the city in which the district is wholly located, or if the district is not wholly

located within a city, the board of supervisors of the county representing the larger portion of the district area in which the election to fill the vacancy will be held, may appoint a person to fill the vacancy within 90 days of the date the district board is notified of the vacancy or the effective date of the vacancy, whichever is later, or the city council or board of supervisors may order the district to call an election to fill the vacancy.

(2) The election called pursuant to this subdivision shall be held on the next established election date provided in Chapter 1 (commencing with Section 1000) of Division 1 of the Elections Code that is 130 or more days after the date the city council or board of supervisors calls the election.

(g) (1) If within 90 days of the date the district board is notified of the vacancy or the effective date of the vacancy, whichever is later, the remaining members of the district board or the appropriate board of supervisors or city council have not filled the vacancy and no election has been called for, then the district board shall call an election to fill the vacancy.

(2) The election called pursuant to this subdivision shall be held on the next established election date provided in Chapter 1 (commencing with Section 1000) of Division 1 of the Elections Code that is 130 or more days after the date the district board calls the election.

(h) (1) Notwithstanding any other provision of this section, if the number of remaining members of the district board falls below a quorum, then at the request of the district secretary or a remaining member of the district board, the appropriate board of supervisors or the city council shall promptly appoint a person to fill the vacancy, or may call an election to fill the vacancy.

(2) The board of supervisors or the city council shall only fill enough vacancies by appointment or by election to provide the district board with a quorum.

(3) If the vacancy occurs in the first half of a term of office and at least 130 days prior to the next general district election, the person appointed to fill the vacancy shall hold the office until the next general district election that is scheduled 130 or more days after the date the district board is notified of the vacancy, and thereafter until the person who is elected at that election to fill the vacancy has been qualified. The person elected to fill the vacancy shall hold office for the unexpired balance of the term of office.

(4) If the vacancy occurs in the first half of a term of office, but less than 130 days prior to the next general district election, or if the vacancy occurs in the second half of a term of office, the person appointed to fill the vacancy shall fill the balance of the unexpired term of office.

(5) The election called pursuant to this subdivision shall be held on the next established election date provided in Chapter 1 (commencing with Section 1000) of Division 1 of the Elections Code that is held 130 or more days after the date the city council or board of supervisors calls the election.

(Amended by Stats. 2007, Ch. 343, Sec. 4. Effective January 1, 2008.)

9/15/20 Item 5.C.

COUNTY OF EL DORADO

REGISTRAR OF VOTERS

Bill O'Neill



2850 Fairlane Court

PO Box 678001

Placerville CA 95667

www.edcgov.us/elections/

Phone: 530.621.7480 Fax: 530.626.5514

Linda Webster - Assistant Registrar of Voters

August 2020

Rolling Hills Community Services District

Attention: Linda Stone

PO Box 5266

El Dorado Hills, CA 95762

Subject: Director appointment(s) due to insufficient nominees for election

Dear Linda,

The Rolling Hills Community Services District received insufficient nominees for the number of Director Seats to be elected at the November 3, 2020 Presidential General Election. Therefore, the contest will not appear on the ballot.

In accordance with Elections Code §10515, the District has the opportunity to recommend to the Board of Supervisors three (3) full term nominees to appointment. Upon appointment, the Director(s) will assume office and serve exactly as if they were elected to the position.

Please submit the name of three (3) nominees for consideration by the Board of Supervisors for appointment to the District's four year term.

Please use the enclosed form to provide the name, address, phone number and email of the District's nominee(s) no later than Thursday, October 15, 2020. A self-addressed return envelope is enclosed for your convenience.

The Elections Department will present the District's nominations to the Board of Supervisors for their consideration at a regularly scheduled meeting. Upon appointment by the Board of Supervisors, the Registrar of Voters will issue a Certificate of Election and Oath of Office for each Director. These documents will be mailed to the District immediately following the Boards' action.

If I can provide further information, please contact me at (530)621-7490.

Sincerely,

A handwritten signature in cursive script that reads "Kim Smith".

Kim Smith

Candidate/Campaign

Filing Officer

kim.smith@edcgov.us

(530)621-7490

Rolling Hills Community Services District

Full Term

(1)

Appointed Candidate

Address

City

State

Zip

Phone (Required)

Email

(2)

Appointed Candidate

Address

City

State

Zip

Phone (Required)

Email

(3)

Appointed Candidate

Address

City

State

Zip

Phone (Required)

Email

Print District Secretary

Date

Signature District Secretary

9/15/20 Item 5.e

Customer Name Rolling Hills Community Services District		Date 9/1/2020	
Address PO BOX 5266			
City El Dorado Hills	Zip 95762		
Email gm@rollinghillscsd.org			
Attn. Chaney Hicks - General Manager			
Phone 916-235-8671	Cell 916-220-2737		



BAILEY
Tree Company
Tree & Landscaping Services

www.BaileyTreeCo.com
916-859-0888 ph / 916-226-5918 fax
CSLB#919366 email: office@baileytreeco.com

Quantity	Job Description	Amount
	Service Address: 1001 Berkshire Drive, El Dorado Hills	
	Estimate prepared in conjunction with arborist report, reference report for additional information.	\$13,450.00
	Tree 1 - Italian Stone Pine: Remove and grind stump.	
	Tree 2: Italian Stone Pine: Prune of lower dead branches only.	
	Tree 3: Italian Stone Pine: Approx. 50% end weight reduction, and remove any dead lateral branches. Upper canopy end weight reduction on branches overhanging property.	
	Tree 4: Italian Stone Pine: Remove and grind stump.	
	Tree 5: Italian Stone Pine: Limb growing on south side off main trunk, 7" in dia, remove. Also, remove encroaching limbs on bottom 1/3 of tree. Upper canopy - end weight reduction.	
	Tree 6: Italian Stone Pine: Remove and grind stump	
	Tree 7: Italian Stone Pine: Heavy pruning on west side of tree only to reduce weight of tree.	
	Tree 8 & 9: Italian Stone Pine: Remove and grind stump	
	Tree 10: Italian Stone Pine: Upper canopy, east side, approx 25%- 50% weight reduction.	
	Tree 11 & 12: Italian Stone Pine: Remove and grind stump	
	Tree 13 & 14: Stone Pine: Branches growing over property 25% weight reduction.	
	Chip all brush and haul wood. Stump grinding debris stays on site.	

**Mailing Address: 2664 Mercantile Drive, Suite E
Rancho Cordova, CA 95742**

GRAND TOTAL \$13,450.00

NAME ON CARD			
CARD ADDRESS		CITY	
ZIP CODE		CVC #	
CREDIT CARD #		EXP. DATE	MONTH YEAR
<input type="checkbox"/> VISA <input type="checkbox"/> MasterCard <input type="checkbox"/> DISCOVER			

THIS IS A CONTRACT BETWEEN BAILEY TREE COMPANY, INC. AND PERSON(S) SIGNING BELOW. PERSON SIGNING BELOW AGREES TO TERMS AND CONDITIONS ON REVERSE SIDE OF CONTRACT OR ON THE SUBSEQUENT PAGES OF AN ELECTRONIC CONTRACT.

X

Authorized Signature Individually and for Customer

Print Customer Name

Date

INTERNAL USE ONLY:

Special Instructions: Notice to homeowners required access to back yards may be needed for clean up.

- | | |
|---|---|
| <input type="checkbox"/> Estimator: JKB | <input type="checkbox"/> Stump Grinder-36" required |
| <input type="checkbox"/> Trees Marked | <input type="checkbox"/> Large ONLY |
| <input type="checkbox"/> Permit | <input type="checkbox"/> TTC: 3 d |
| <input type="checkbox"/> Photos | <input type="checkbox"/> Species |
| <input type="checkbox"/> DBH | <input type="checkbox"/> Map |

Terms and Conditions

Bailey Tree Company, Inc., ("Bailey Tree Co., Inc." or "We") reserves the right to reject this agreement, as described in the next sentence, and/or any other work that it deems, in its sole discretion, to be objectionable. We reserve the right to refuse service to anyone. If Bailey Tree Co., Inc. rejects this agreement within three (3) business days after signature by or on behalf of Customer, this agreement shall be null and void.

1. _____ Cancellation Policy: Customers can cancel within (3) three business days of signing this contract. Bailey Tree Co., Inc. must receive cancellation notice upon midnight of the third day. Notice needs to be in writing with a signed and dated copy and original contract attached. If any goods or equipment were delivered on site before cancelation we have 20 days to retrieve the goods or equipment. **Job Completion Time:** Approximate time to complete any project is 45 working days (weather permitting), unless specified elsewhere on contract.

2. _____ Limitation or Liability: Some jobs require large, heavy, invasive equipment to be hauled onto property. It is the customer's responsibility to indicate to Bailey Tree Co., Inc. the appropriate access. Bailey Tree Co., Inc. is not responsible for damage to driveways, walkways, curbing, or any other impact damage done to property caused by equipment.

3. _____ Stump Grinding: It is the customer's responsibility to "Call 811 / USA North" (800-227-2600) before you dig. This is a free service to the public that will detect underground utilities. In some cases, we will call this service on behalf of the customer. This service takes approximately 3-5 days to clear, and must be done prior to commencement of stump grinding. After the site has been cleared by Call 811, we are not responsible for underground utility damage (i.e. water, electrical, gas, phone lines, power lines, sewer) caused by our stump grinding equipment. Due to the nature of stump grinding, it is impossible to control flying debris. We are not responsible for debris left on or in rooftops, swimming pools, ponds, lawns etc. Debris from stump grinding will be left on site. Access Note: *The stump grinding machine requires at least 36" clearance and maneuverability. If we cannot gain access, a price will be assessed for remaining stump, and will be credited back to customer.*

4. _____ Payment: a. Customer agrees to pay the amounts listed on the reverse side of this agreement or on subsequent pages of electronic documents for Services described and any addendum if indicated on subsequent contracts. Deposits may be required upon request of Bailey Tree Co., Inc. Customer agrees to **PAY IN FULL AT THE TIME THE JOB IS COMPLETED**, or any other time mutually agreed upon and/or indicated on the contract. b. If Bailey Tree Co., Inc. does not receive the full amount invoiced by the due date on the bill, we may assess a late charge not to exceed 10% per month of the overdue amount. If customer fails to pay any bill within thirty (30) days of the due date, Bailey Tree Co., Inc. will have the following rights: 1). Bailey Tree Co., Inc. may require full and immediate payment of all amounts due under this agreement. 2). Bailey Tree Co., Inc. reserves the right to file a mechanics' lien. c. Any deposit may be applied to the last payment coming due under this agreement and/or to delinquent balances. d. In the event of a bounced check there will be a \$35 fee. 4. Collection Expense: In the event Bailey Tree Co., Inc. refers Customer's account to a collection agency or attorney due to a non-payment, Customer will be liable for all of Bailey Tree Co.; Inc. costs and expenses incurred in connection with the Customer's non-payment, including, without limitation, court costs and responsible collection or attorney fees up to 33% of the amount of the unpaid account balance (plus interest accrued thereon).

5. _____ Mechanics Lien Warning: Anyone who helps improve your property, but who is not paid, may record what is called a mechanics' lien on your property. A mechanics' lien is a claim, like a mortgage or home equity loan, made against your property and recorded with the county recorder. Even if you pay your contractor in full, unpaid subcontractors, suppliers, and laborers who helped to improve your property may record mechanics' liens and sue you in court to foreclose the lien. If a court finds the lien is valid, you could be forced to pay twice or have a court officer sell your home to pay the lien. Liens can also affect your credit. To preserve their right to record a lien, each subcontractor and material supplier must provide you with a document called a '20-day Preliminary Notice.' This notice is not a lien. The purpose of the notice is to let you know that the person who sends you the notice has the right to record a lien on your property if he or she is not paid. Note: This notice is not required from laborers or direct contractors. For other ways to prevent liens, visit CSLB's website at www.cslb.ca.gov or call CSLB at 1-800-321-CSLB (2752).



2664 Mercantile Dr. Suite E
Rancho Cordova, CA 95742 916-859-0888 ph / 916-226-5918 fax
office@baileytreeco.com www.BaileyTreeCo.com CCL #919366

Address of Tree: 1001 Berkshire Dr

Location of Tree(s): East side of property, along fence west of 412 Bailey ct. And 406 Bailey Ct.

Species/Quantity: Italian Stone Pine, *Pinus pinea*

Size: 13" - 47" DBH, 40 - 50' tall

Nature of work: Removal and clearance prunes

Condition and Reason for Removal/Trimming: All the pines were both overplanted and planted too close to the property line. This species has a mature width of 40 - 60 feet, and the spacing at this location is about 10ft. The Italian Stone Pine is not an appropriate species to be planted like a hedgerow in this growing environment. Below are recommendations for addressing the encroachment issues and the structural defects found. The removal of at least ⅓ of these trees will provide appropriate spacing, water and nutrient availability for the structurally sound trees to thrive for years to come.

Pines behind 412 Address

There are seven mature Italian stone pines along the property line, next to the fence, spanning east to west (Figs. 1 - 2). The trunks of Trees 1- 6 are all within six feet of the fence and have a varying amount of branch encroachment into the property (Fig. 3). Tree #1 has two large, codominant trunks 18" from the ground (16" diameter on the west trunk, and 20" on the east trunk) (Fig. 4). This structural defect poses a risk of the larger, 20" trunk failing during a winter, high wind event onto the property. Removal of this tree is recommended. Tree #2 is leaning towards the west, and may have some small, lower dead branches overhanging the fence (the canopies have grown into each other and differentiation is difficult). Pruning of the lower dead branches on this tree is recommended.

Tree #3, a single stemmed pine with 27" diameter, has a larger, approximately 12" branch extending about 30' into the property (Figs. 5 - 6). This tree needs a 50% end weight reduction and removal of any dead lateral branches. The upper canopy also needs weight reduction on any branches overhanging the property to reduce risk of branch failure and pinecone drop. Upper canopy should

have branches removed where feasible for ISA standards for branch spacing. Tree # 4 (Fig. 7) is another single stemmed pine of 22" diameter, but it has two co-dominant branches at about 20' from the ground. The v-shaped union is showing included bark (Fig. 8), of which there is no mitigation to remedy risk. Tree # 4 is recommended for removal to protect life and property damage, this type of defect can fail in any weather conditions. Tree #5 is a two-stemmed pine, the main trunk is 17" and a 7" limb is growing on the south side (Fig. 9). This limb should be removed, and the encroaching branches on the bottom third of the tree (Fig. 10) should be removed. Upper canopy should be trimmed for weight reduction, and removed where feasible for ISA standards for branch spacing.

Tree #6 is 25" in diameter, and has two co-dominant trunks at 6' (Fig. 11). This weak branch union also has included bark, whereas at an event of failure, the eastern trunk would fail into the property, also damaging other young trees to its north (Fig. 12). Tree #6 should be removed and replaced with a more suitable tree for this space. Tree #7 (Fig. 13) is a three-stemmed pine with diameters (west to east) of 18", 7" and 8". No pruning for clearance from the 412 property is needed, but the pine is partially uprooted and has a lean towards the park (Fig. 14). Heavy pruning on the west side to reduce the weight is recommended to prevent total tree failure when soil conditions are saturated and the root system no longer has the potential to stabilize the weight of the canopy.

Pines behind 406 Address

Directly adjacent to the north-south fenceline, some trunks are closer than 4' (Figs. 15 - 17). Tree #8 has poor structure with three stems measuring 16", 17" and 14" (Fig 18.) The canopy is also somewhat sparse suggesting the tree is stressed. The 14" limb is the only branch overhanging the adjacent property (Fig. 19). It poses little risk to the property, however, removal of this tree based on poor structure and health is acceptable. IT should be replaced with a native species. Tree #9 is 19" in diameter and does not pose much encroachment, however at about 15', there is a canker, affecting between $\frac{1}{4}$ to $\frac{1}{2}$ of the circumference (Fig. 20). This defect should undergo an aerial inspection by a TRAQ Certified Arborist, and should undergo pruning in the upper canopy to reduce risk of failure. If inspection and pruning options are not feasible, removal is recommended.

Tree #10 is 13" in diameter, and has two codominant trunks at 14' (Fig. 21). Like the previous trees, the branch diameter is too large to remove, but this smaller tree can be pruned to reduce risk of failure and damage to property. The east branch needs 25-50% weight reduction on all branches in the upper canopy to reduce sail effect and encourage growth in

the other trunk. Branch union will need to be monitored for the appearance of included bark. Tree #11 has two codominant trunks of 22" and 20" originating at 3' (Fig. 22). It is another V-shaped union with included bark, removal is recommended. On the north side of the tree is the largest pitch moth mass seen on the group of trees (Fig. 23).

Tree #12 is another pine with codominant trunks, 19" and 18" starting at 2' from the ground (Fig. 24). The tree has a second structural defect on the base of the east side where a girdling root is present (Fig. 25). Girdling roots are a cause of whole tree failure, making this pine susceptible to both branch and whole tree failure. Trees #13 and #14 are both single stemmed trees, with very little branches encroaching the 412 property (Figs. 26 - 29). Any branch growing over the fence should have a 25% weight reduction. They are 23" diameter and 17" diameter. Tree #15, 21", is over ten feet from the 412 property. It should be monitored for the need for future pruning.

Pitch Moth Infestation

The majority of the pines have varying degrees of an infestation of pitch moths, which need to be addressed via manually removing the masses in the trees which will remain in the coming years. Drip irrigation was noticed to be placed directly next to the trunks. This can be seen in Figures 9, 11, and 22. This practice encourages the nuisance of pitch moths, and should be adjusted. Mature trees of the species should be watered deep and infrequently along the dripline. The irrigation for the turf will not suffice. Adding bubblers about 10 feet to the trunk or running soaker hoses overnight would be the quickest adjustment.

Jennifer C. Tibbitts
WE-9244A



Figure 1: The west side of the location of Trees #1 - 7

Figure 2: Each tree trunk with its label.





Figure 3: The proximity of the trunks to the fence, and the present overhanging encroachment.



Figure 4: The structural defect at the base of the tree.



Figure 5: 30ft long limb growing east into the backyard



Figure 6: Smaller dad and living limbs needing removal off larger branch.



Figure 7: South side of pine



Figure 8: Included bark



Figure 9: Lower limb and main trunk of Tree #5.



Figure 10: Overhanging living and dead branches needing raising.



Figure 11: Some side of Tree #6, with included bark.

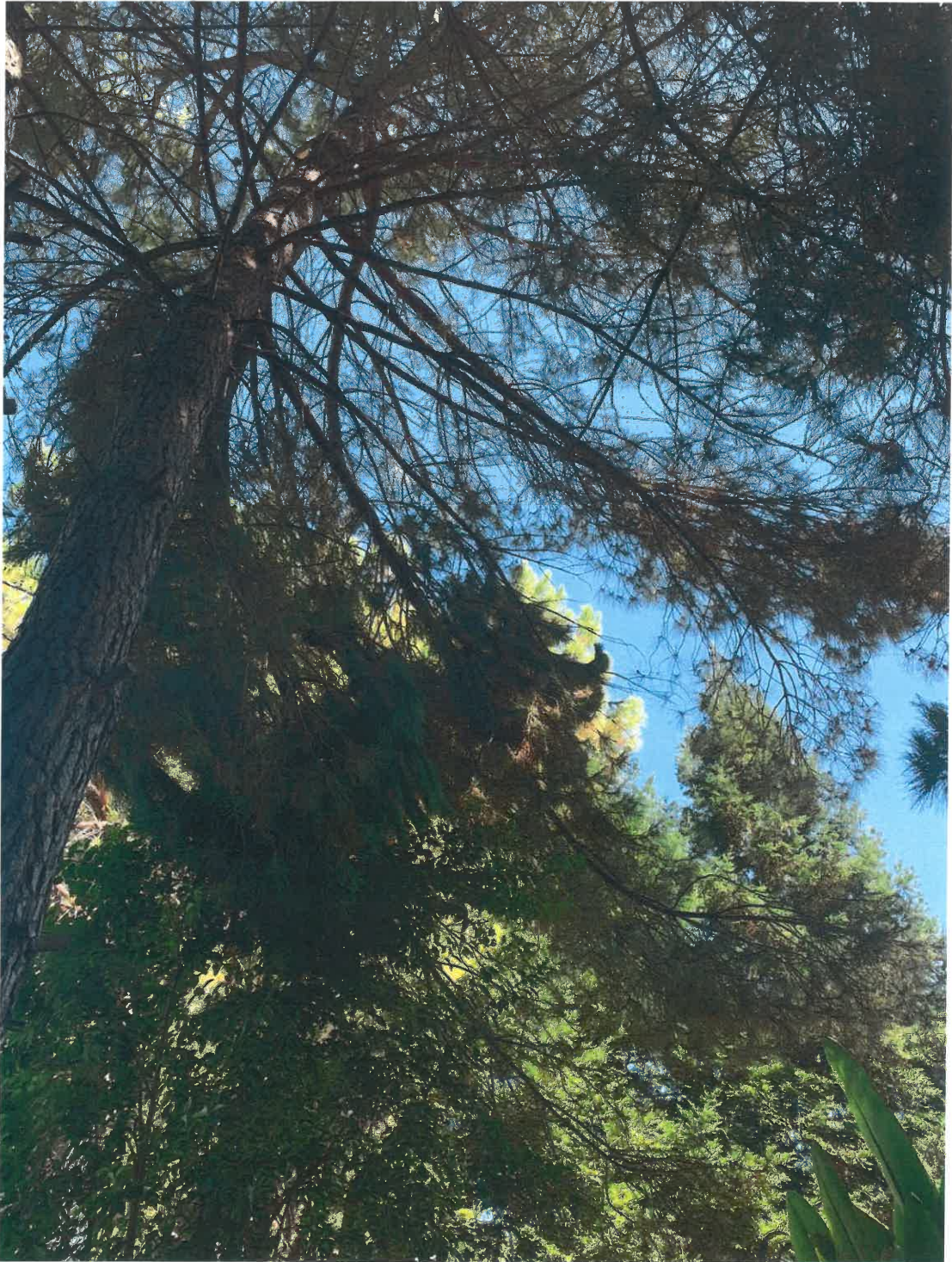


Figure 12: Direction and scope of lean of the trunk on the east side of the tree.



Figure 13: Tree #7 leaning about 30 degrees to the west



Figure 14: Thick canopy needing weight reduction
And crown raising



Figure 15: Looking north along fenceline. Trees have been raised on the east side $\frac{1}{2}$ to $\frac{3}{4}$ up the trees.



Figure 16: Trees #8-15.



Figure 17: The scope of the previous pruning size of trees.



Figure 18: The structural defect at the base of the tree.



Figure 19: The only limb of the pine which encroaches private property.



Figure 20: The canker on the southeast side of the trunk. If tree is to remain, The degree of damage needs to be monitored.

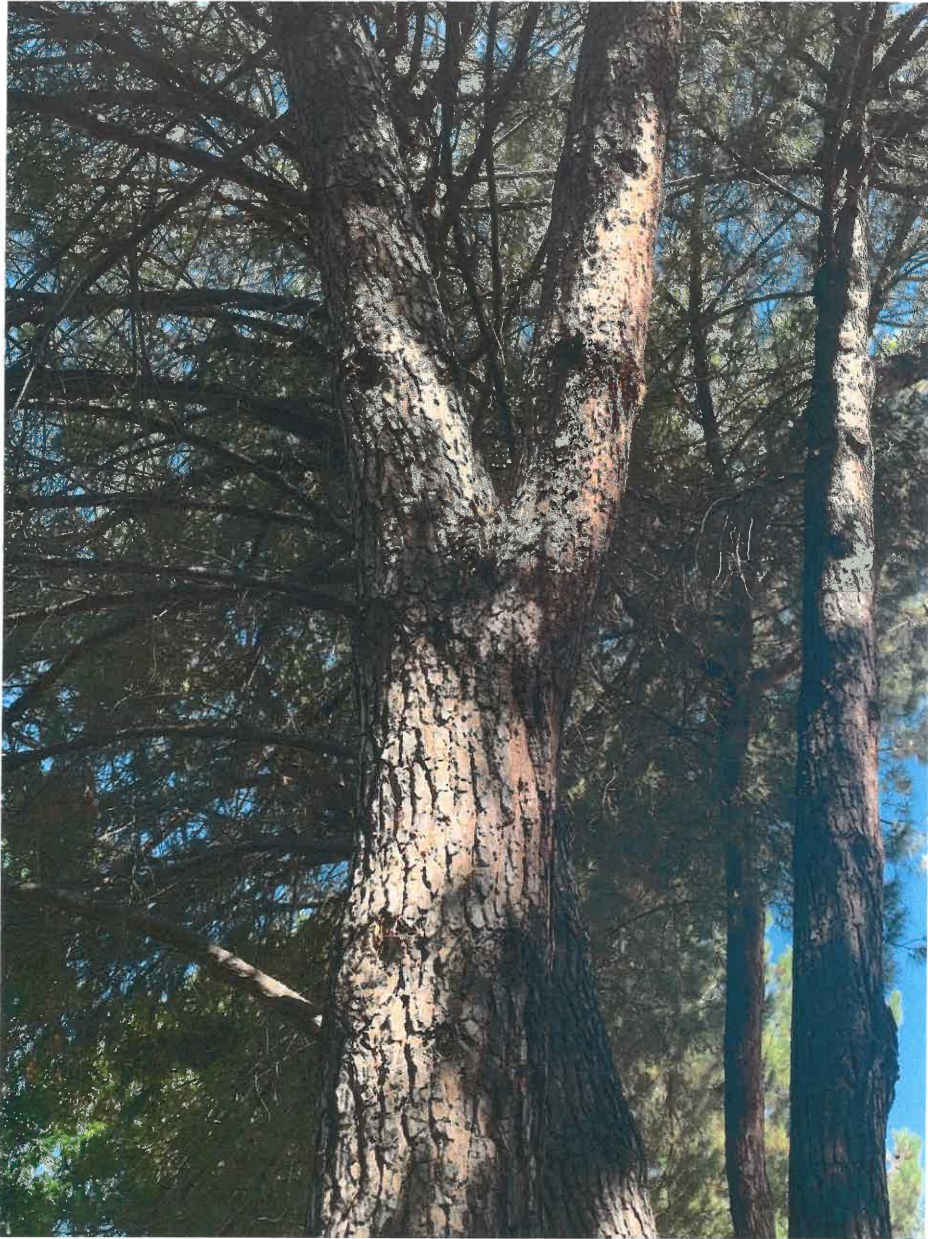


Figure 21: The codom trunk with minor signs of included bark

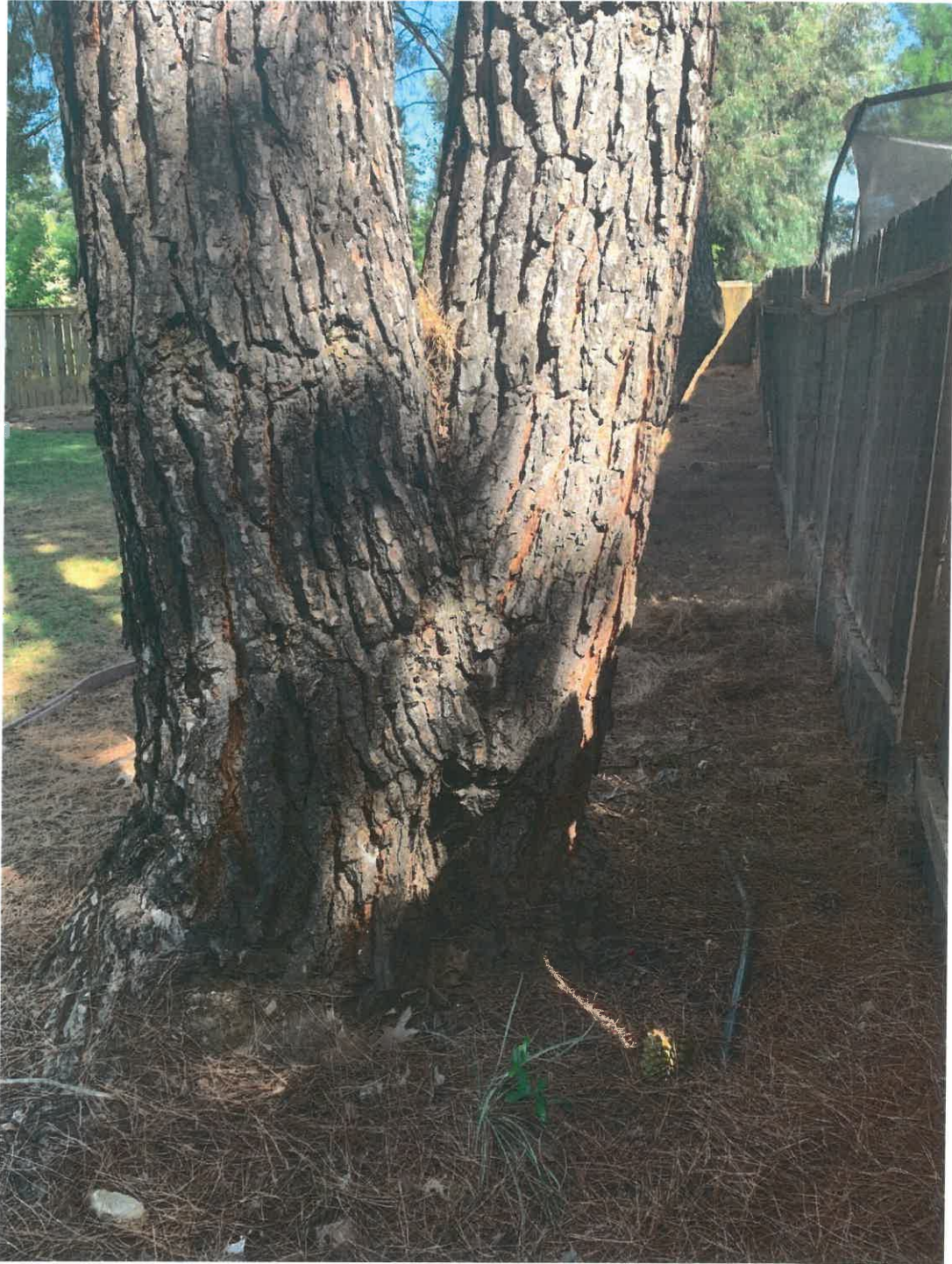


Figure 22: Southeast side of pine with defect at base.



Figure 23: Suspected mass caused by pitch moths.



Figure 24: Another structural defect at the base of the pine tree.



Figure 25: Approx 4" root girdling the south east side of the base of the pine.



Figure 26: North side of Trees 13 and 14



Figure 27: The south side of Trees 13 and 14, which have been undergone a Crown raise already.



Figure 28: The upper canopies of Trees 13 - 15.



Figure 29: Tree # 15 in the background has very little if any branches over the Property line.



Figure 30: South side of Tree # 15 in relation to the 406 fenceline.

9/15/20 Item 6.a.



FIRST NOTICE OF ELECTION TO EXTEND THE MULTI-TASK GENERAL SERVICES AGREEMENT BETWEEN ROLLING HILLS COMMUNITY SERVICES DISTRICT AND NEW GENERATION LANDSCAPE MANAGEMENT

This Notice of Election to Extend the Multi-Task General Services Agreement is entered into by and between the Rolling Hills Community Services District ("District") and New Generation Landscape Management ("Contractor") (collectively referred to as "the Parties") on _____, 2020, with an effective date of June 1, 2020.

WHEREAS, the Parties entered into a Multi-Task General Services Agreement dated effective June 1, 2019, (the "Agreement") for Contractor to provide all labor, equipment, materials, and supervision required to properly maintain landscaped areas in the District; and

WHEREAS, the Agency now desires to extend the Agreement consistent with section 1.1 of the Agreement for an additional one-year period from the original expiration date of May 31, 2020, to a new date of May 31, 2021; and

WHEREAS, the Parties have agreed to extend the Agreement as set forth above; and

WHEREAS, in accordance with Section 8.2 this extension to the Agreement must be in writing and signed by all the Parties; and

NOW, THEREFORE, the Parties agree to extend the term of the Agreement as provided in Section 1.1 for an additional one year or through May 31, 2021, on the same terms and conditions.

Date: _____

Date: _____

ROLLING HILLS COMMUNITY SERVICES
DISTRICT

NEW GENERATION LANDSCAPE
MANAGEMENT

Chaney Hicks, General Manager

Ismael Castro, Authorized Signatory

Attest:

RHCSO Board Clerk



**MULTI-TASK
GENERAL SERVICES AGREEMENT BETWEEN
ROLLING HILLS COMMUNITY SERVICES DISTRICT AND
NEW GENERATION**

This Multi-Task General Services Agreement ("Agreement") is made by and between the Rolling Hills Community Services District, a special District, P. O. Box 5266, El Dorado Hills, CA 95762 ("District") and New Generation Landscape Management, a sole proprietorship, with its office located at 9630 Bruceville Road, Elk Grove, CA 95757 ("Contractor") (together sometimes referred to as the "Parties") as of June 1, 2019 ("Effective Date") in El Dorado Hills, California.

Section 1. SCOPE OF WORK. Subject to the terms and conditions set forth in this Agreement, Contractor is willing to provide to District with the services described in the Detailed Scope of Work attached hereto as Exhibit A and incorporated herein ("Work").

- 1.1 Term of Agreement.** The term of this Agreement shall begin on June 1, 2019, and shall continue for a period of twelve months, or until May 31, 2020. The Parties may amend the agreement to extend the term for up to four (4) one-year terms as mutually agreed.
- 1.2 Standard of Performance.** Contractor shall perform the Work in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged and for which Contractor is providing the Work. Contractor represents that it is licensed, qualified and experienced to provide the Work set forth herein.
- 1.3 Assignment of Personnel.** Contractor shall assign only competent personnel to perform the Work. In the event that District, in its sole discretion, at any time during the term of this Agreement, requests the reassignment of any such personnel, Contractor shall, immediately upon receiving written notice from District of such request, reassign such personnel.
- 1.4 Work Provided.** Work provided under this Agreement by Contractor may include Work directly to the District.

Section 2. COMPENSATION. District hereby agrees to pay Contractor the amount of Six Thousand Fifty Five dollars and No/100 (\$6,055.00) per month for the Work, which shall include all fees, costs, expenses and other reimbursables.

- 2.1 Invoices.** Contractor shall submit invoices on a monthly basis for Work performed. Invoices shall contain the following information:
 - The beginning and ending dates of the billing period;
 - Work performed; and

- At District's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense, with supporting documentation, to District's reasonable satisfaction.

Invoices shall be sent to:

Rolling Hills Community Services District
P. O. Box 5266
El Dorado Hills, CA 95762
Attn: Chaney Hicks, General Manager
rollinghillscsdgm@gmail.com

- 2.2 **Monthly Payment.** District shall make monthly payments, based on invoices received, for Work satisfactorily performed, and for authorized reimbursable costs incurred. District shall have thirty (30) days from the receipt of an invoice that complies with all of the requirements above to pay Contractor.
- 2.3 **Payment of Taxes.** Contractor is solely responsible for the payment of all federal, state and local taxes, including employment taxes, incurred under this Agreement.
- 2.4 **Authorization to Perform Work.** The Contractor is not authorized to perform any additional Work or incur any additional costs under the terms of this Agreement without approval from the General Manager to do so.
- 2.5 **Timing for Submittal of Final Invoice.** Contractor shall have ninety (90) days after completion of the Requested Work to submit its final invoice for the Requested Work. In the event Contractor fails to submit an invoice to District for any amounts due within the ninety (90) day period, Contractor is deemed to have waived its right to collect its final payment for the Requested Work from District.

Section 3. FACILITIES AND EQUIPMENT. Contractor shall, at its sole cost and expense, provide all equipment necessary to perform the Work.

Section 4. INSURANCE REQUIREMENTS. Before beginning any Work under this Agreement, Contractor, at its own cost and expense, shall procure the types and amounts of insurance listed below and shall maintain the types and amounts of insurance listed below for the period covered by this Agreement.

- 4.1 **Workers' Compensation.** If Contractor employs any person, Contractor shall maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Contractor with limits of not less than one million dollars (\$1,000,000.00) per accident.

4.2 **Commercial General and Automobile Liability Insurance.**

- 4.2.1 **Commercial General Insurance.** Contractor shall maintain commercial general liability insurance for the term of this Agreement, including

products liability, covering any loss or liability, including the cost of defense of any action, for bodily injury, death, personal injury and broad form property damage which may arise out of the operations of Contractor. The policy shall provide a minimum limit of \$1,000,000 per occurrence/\$2,000,000 aggregate. Commercial general coverage shall be at least as broad as ISO Commercial General Liability form CG 0001 (current edition) on "an occurrence" basis covering comprehensive General Liability, with a self-insured retention or deductible of no more than \$100,000. No endorsement shall be attached limiting the coverage.

4.2.2 Automobile Liability. Contractor shall maintain automobile liability insurance form CA 0001 (current edition) for the term of this Agreement covering any loss or liability, including the cost of defense of any action, arising from the operation, maintenance or use of any vehicle (symbol 1), whether or not owned by the Contractor, on or off District premises. The policy shall provide a minimum limit of \$1,000,000 per each accident, with a self-insured retention or deductible of no more than \$100,000. This insurance shall provide contractual liability covering all motor vehicles and mobile equipment to the extent coverage may be excluded from general liability insurance.

4.2.3 General Liability/Umbrella Insurance. The coverage amounts set forth above may be met by a combination of underlying and umbrella policies as long as in combination the limits equal or exceed those stated.

4.3 All Policies Requirements.

4.3.1 Verification of coverage. Prior to beginning any work under this Agreement, Contractor shall provide District with (1) a Certificate of Insurance that demonstrates compliance with all applicable insurance provisions contained herein and (2) policy endorsements to the policies referenced in Section 4.2, adding the District as an additional insured and declaring such insurance primary in regard to work performed pursuant to this Agreement.

4.3.2 Notice of Reduction in or Cancellation of Coverage. Contractor shall provide at least thirty (30) days prior written notice to District of any reduction in scope or amount, cancellation, or modification adverse to District of the policies referenced in Section 4.

4.3.3 Higher Limits. If Contractor maintains higher limits than the minimums specified herein, the District shall be entitled to coverage for the higher limits maintained by the Contractor.

4.3.4 Waiver of Subrogation. Contractor agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. In addition, the Workers' Compensation policy shall be endorsed with a waiver of

subrogation in favor of District for all work performed by Contractor, its employees, agents and subcontractors.

- 4.4 **Contractor's Obligation.** Contractor shall be solely responsible for ensuring that all equipment, vehicles and other items utilized in the performance of Work are operated, provided or otherwise utilized in a manner that ensures they are and remain covered by the policies referenced in Section 4 during this Agreement. Contractor shall also ensure that all workers involved in the provision of Work are properly classified as employees, agents or independent contractors and are and remain covered by any and all workers' compensation insurance required by applicable law during this Agreement.

Section 5. INDEMNIFICATION AND CONTRACTOR'S RESPONSIBILITIES.

- 5.1 **Effect of Insurance.** District's acceptance of insurance certificates and endorsements required under this Agreement does not relieve Contractor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Contractor acknowledges and agrees to the provisions of this section and that it is a material element of consideration.
- 5.2 **Scope.** Contractor shall indemnify, defend with counsel reasonably acceptable to the District, and hold harmless the District, and its officials, commissioners, officers, employees, agents and volunteers from and against all losses, liabilities, claims, demands, suits, actions, damages, expenses, penalties, fines, costs (including without limitation costs and fees of litigation), judgments and causes of action of every nature arising out of or in connection with any acts or omissions by Contractor, its officers, officials, agents, and employees, except as caused by the sole or gross negligence of District. Notwithstanding, should this Agreement be construed as a construction agreement under Civil Code section 2783, then the exception referenced above shall also be for the active negligence of District.

Section 6. STATUS OF CONTRACTOR.

- 6.1 **Independent Contractor.** Contractor is an independent contractor and not an employee of District. District shall have the right to control Contractor only insofar as the results of Contractor's Work and assignment of personnel pursuant to Section 1; otherwise, District shall not have the right to control the means by which Contractor accomplishes Work rendered pursuant to this Agreement.

Contractor and District acknowledge and agree that compensation paid by District to Contractor under this Agreement is based upon Contractor's estimated costs of providing the Work, including salaries and benefits of employees, agents and subcontractors of Contractor.

Contractor shall indemnify, defend, and hold harmless District from any lawsuit, administrative action, or other claim for penalties, losses, costs, damages, expense and liability of every kind, nature and description that arise out of, pertain to, or relate to such claims, whether directly or indirectly, due to

Contractor's failure to secure workers' compensation insurance for its employees, agents, or subcontractors.

Contractor agrees that it is responsible for the provision of group healthcare benefits to its fulltime employees under 26 U.S.C. § 4980H of the Affordable Care Act. To the extent permitted by law, Contractor shall indemnify, defend and hold harmless District from any penalty issued to District under the Affordable Care Act resulting from the performance of the Services by any employee, agent, or subcontractor of Contractor.

- 6.2 **Contractor Not Agent.** Except as District may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of District in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to this Agreement to bind District to any obligation whatsoever.
- 6.3 **Assignment and Subcontracting.** This Agreement contemplates personal performance by Contractor and is based upon a determination of Contractor's unique professional competence, experience, and specialized professional knowledge. A substantial inducement to District for entering into this Agreement was and is the personal reputation and competence of Contractor. Contractor may not assign this Agreement or any interest therein without the prior written approval of the District. Contractor shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors identified in Exhibit A, without prior written approval of the District. Where written approval is granted by the District, Contractor shall supervise all work subcontracted by Contractor in performing the Work and shall be responsible for all work performed by a subcontractor as if Contractor itself had performed such work. The subcontracting of any work to subcontractors shall not relieve Contractor from any of its obligations under this Agreement with respect to the Work and Contractor is obligated to ensure that any and all subcontractors performing any Work shall be fully insured in all respects and to the same extent as set forth under Section 4, to District's satisfaction.

Section 7. LEGAL REQUIREMENTS.

- 7.1 **Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 **Compliance with Applicable Laws.** Contractor and its subcontractors and agents, if any, shall comply with all laws applicable to the performance of the work hereunder.
- 7.3 **Licenses and Permits.** Contractor represents and warrants to District that Contractor and its employees, agents, and subcontractors (if any) have and will maintain at their sole expense during the term of this Agreement all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice their respective professions.
- 7.4 **Monitoring by DIR.** The Work is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

- 7.5 **Registration with DIR.** During the term of this Agreement, Contractor warrants that it is registered with the Department of Industrial Relations and qualified to perform Work consistent with Labor Code section 1725.5.
- 7.6 **Prevailing Wage Rates.** In accordance with California Labor Code Section 1771, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is to be performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work as provided in the California Labor Code must be paid to all workers engaged in performing the Work. In accordance with California Labor Code Section 1770 and following, the Director of Industrial Relations has determined the general prevailing wage per diem rates for the locality in which the Work is to be performed; the District has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in the locality in which the Work is to be performed for each craft, classification or type of worker needed to perform the project; and copies of the prevailing rate of per diem wages are on file at the District and will be made available on request. Throughout the performance of the Work, Contractor must comply with all applicable laws and regulations that apply to wages earned in performance of the Work. Contractor assumes all responsibility for such payments and shall defend, indemnify and hold the District harmless from any and all claims made by the State of California, the Department of Industrial Relations, any subcontractor, any worker or any other third party with regard thereto.

Additionally, in accordance with the California Administrative Code, Title 8, Group 3, Article 2, Section 16000, Publication of Prevailing Wage Rates by Awarding Bodies, copies of the applicable determination of the Director can be found on the web at: <http://www.dir.ca.gov/DLSR/PWD/> and may be reviewed at any time.

If requested by District, Contractor shall be required to submit to the District within ten days of receipt of a written request, copies of Public Works payroll reporting information in the format specified by the District concerning work performed under this Agreement.

Contractor shall comply with applicable law, including Labor Code Sections 1774 and 1775. In accordance with Section 1775, Contractor shall forfeit as a penalty to District of not more than \$200.00 for each calendar day or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for such work or craft in which such worker is employed for any Work done under the Agreement by Contractor or by any subcontractor under Contractor in violation of the provisions of the Labor Code and in particular, Labor Code Sections 1770 *et seq.* In addition to the penalty and pursuant to Section 1775, the difference between such prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor.

Section 8. TERMINATION AND MODIFICATION.

- 8.1 **Termination.** Either party may cancel this Agreement at any time and without cause upon thirty (30) days' prior written notice to the other Party. In the event of termination by District, Contractor shall be entitled to compensation for Work satisfactorily completed as of the effective date of termination.
- 8.2 **Amendments.** The Parties may amend this Agreement only by a writing signed by both of the Parties.
- 8.3 **Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between District and Contractor shall survive the termination of this Agreement.

Section 9. KEEPING AND STATUS OF RECORDS.

- 9.1 **Records Created as Part of Contractor's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Contractor prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the District. Contractor hereby agrees to deliver those documents to the District upon termination of the Agreement. District and Contractor agree that, unless approved by District in writing, Contractor shall not release to any non-parties to this Agreement any data, plans, specifications, reports and other documents.
- 9.2 **Contractor's Books and Records.** Contractor shall maintain any and all records or other documents evidencing or relating to charges for Work or expenditures and disbursements charged to the District under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Contractor under this Agreement.
- 9.3 **Inspection and Audit of Records.** Any records or documents that this Agreement requires Contractor to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the District. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of District or as part of any audit of the District, for a period of three (3) years after final payment under this Agreement.

Section 10. PROJECT SITE.

- 10.1 **Contractor's Equipment, Tools, Supplies and Materials.** Contractor shall be solely responsible for the transportation, loading and unloading, and storage of any equipment, tools, supplies or materials required for performing the Work, whether owned, leased or rented. The District will not be responsible for any such equipment, supplies or materials which may be lost, stolen or damaged or for any additional rental charges for such. Contractor shall assume the risk and

is solely responsible for its owned, non-owned and hired automobiles, trucks or other motorized vehicles as well as any equipment, tools, supplies, materials or other property which is utilized by Contractor on the Project site. All materials and supplies used by Contractor in the Work shall be new and in good condition.

Section 11. WARRANTY.

- 11.1 Nature of Work.** In addition to any and all warranties provided or implied by law or public policy, Contractor warrants that all Work shall be free from defects in design and workmanship, and that Contractor shall perform all Work in accordance with applicable federal, state, and local laws, rules and regulations including engineering, construction and other codes and standards and prudent electrical utility standards, and in accordance with the terms of this Agreement.
- 11.2 Deficiencies in Work.** In addition to all other rights and remedies which District may have, District shall have the right to require, and Contractor shall be obligated at its own expense to perform, all further Work which may be required to correct any deficiencies which result from Contractor's failure to perform any Work in accordance with the standards required by this Agreement. If during the term of this Agreement or the one (1) year period following completion of the Work, any equipment, supplies or other materials or Work used or provided by Contractor under this Agreement fails due to defects in material and/or workmanship or other breach of this Agreement, Contractor shall, upon any reasonable written notice from District, replace or repair the same to District's satisfaction.
- 11.3 Assignment of Warranties.** Contractor hereby assigns to District all additional warranties, extended warranties, or benefits like warranties, such as insurance, provided by or reasonably obtainable from suppliers of equipment and material used in the Work.

Section 12. HEALTH AND SAFETY PROGRAMS. The Contractor shall establish, maintain, and enforce safe work practices, and implement an accident/incident prevention program intended to ensure safe and healthful operations under their direction. The program shall include all requisite components of such a program under Federal, State and local regulations and shall comply with all site programs established by District.

- 12.1** Contractor is responsible for acquiring job hazard assessments as necessary to safely perform the Work and provide a copy to District upon request.
- 12.2** Contractor is responsible for providing all employee health and safety training and personal protective equipment in accordance with potential hazards that may be encountered in performance of the Work and provide copies of the certified training records upon request by District. Contractor shall be responsible for proper maintenance and/or disposal of their personal protective equipment and material handling equipment.
- 12.3** Contractor is responsible for ensuring that its lower-tier subcontractors are aware of and will comply with the requirements set forth herein.

- 12.4 District, or its representatives, may periodically monitor the safety performance of the Contractor performing the Work. Contractors and its subcontractors shall be required to comply with the safety and health obligations as established in the Agreement. Non-compliance with safety, health, or fire requirements may result in cessation of work activities, until items in non-compliance are corrected. It is also expressly acknowledged, understood and agreed that no payment shall be due from District to Contractor under this Agreement at any time when, or for any Work performed when, Contractor is not in full compliance with this Section 12.
- 12.5 Contractor shall immediately report any injuries to the District site safety representative. Additionally, the Contractor shall investigate and submit to the District site safety representative copies of all written accident reports, and coordinate with District if further investigation is requested.
- 12.6 Contractor shall take all reasonable steps and precautions to protect the health of its employees and other site personnel with regard to the Work. Contractor shall conduct occupational health monitoring and/or sampling to determine levels of exposure of its employees to hazardous or toxic substances or environmental conditions. Copies of any sampling results will be forwarded to the District site safety representative upon request.
- 12.7 Contractor shall develop a plan to properly handle and dispose of any hazardous wastes, if any, Contractor generates in performing the Work.
- 12.8 Contractor shall advise its employees and subcontractors that any employee who jeopardizes his/her safety and health, or the safety and health of others, may be subject to actions including removal from Work.
- 12.9 Contractor shall, at the sole option of the District, develop and provide to the District a Hazardous Material Spill Response Plan that includes provisions for spill containment and clean-up, emergency contact information including regulatory agencies and spill sampling and analysis procedures. Hazardous Materials shall include diesel fuel used for trucks owned or leased by the Contractor.

Section 13. MISCELLANEOUS PROVISIONS.

- 13.1 **Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 13.2 **Venue.** In the event that either party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of El Dorado.
- 13.3 **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in

whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

13.4 No Implied Waiver of Breach. The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

13.5 Successors and Assigns. The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.

13.6 Conflict of Interest. Contractor may serve other clients, but none whose activities within the corporate limits of District or whose business, regardless of location, would place Contractor in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Contractor shall not employ any District official in the work performed pursuant to this Agreement. No officer or employee of District shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*

13.7 Contract Administrator. This Agreement shall be administered by Chaney Hicks, General Manager, or her designee, who shall act as the District's representative. All correspondence shall be directed to or through the representative.

13.8 Notices. Any written notice to Contractor shall be sent to:
New Generation Landscape Maintenance
9630 Bruceville Road
Elk Grove, CA 95757

Any written notice to District shall be sent to:
Chaney Hicks, General Manager
Rolling Hills CSD
P. O. Box 5266
El Dorado Hills, CA 95762

13.9 Integration; Incorporation. This Agreement, including all the exhibits attached hereto, represents the entire and integrated agreement between District and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. All exhibits attached hereto are incorporated by reference herein.

13.10 Alternative Dispute Resolution. If any dispute arises between the Parties that cannot be settled after engaging in good faith negotiations, District and Contractor agree to resolve the dispute in accordance with the following:

13.10.1 Each party shall designate a senior management or executive level representative to negotiate any dispute;

- 13.10.2** The representatives shall attempt, through good faith negotiations, to resolve the dispute by any means within their authority.
- 13.10.3** If the issue remains unresolved after fifteen (15) days of good faith negotiations, the Parties shall attempt to resolve the disagreement by negotiation between legal counsel. If the above process fails, the Parties shall resolve any remaining disputes through mediation to expedite the resolution of the dispute.
- 13.10.4** The mediation process shall provide for the selection within fifteen (15) days by both Parties of a disinterested third person as mediator, shall be commenced within thirty (30) days and shall be concluded within fifteen (15) days from the commencement of the mediation.
- 13.10.5** The Parties shall equally bear the costs of any third party in any alternative dispute resolution process.
- 13.10.6** The alternative dispute resolution process is a material condition to this Agreement and must be exhausted as an administrative remedy prior to either Party initiating legal action. This alternative dispute resolution process is not intended to nor shall be construed to change the time periods for filing a claim or action specified by Government Code §§ 900 *et seq.*
- 13.11** **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.
- 13.12** **Construction of Agreement.** Each party hereto has had an equivalent opportunity to participate in the drafting of the Agreement and/or to consult with legal counsel. Therefore, the usual construction of an agreement against the drafting party shall not apply hereto.
- 13.13** **No Third Party Beneficiaries.** This Agreement is made solely for the benefit of the parties hereto, with no intent to benefit any non-signator third parties.

The Parties have executed this Agreement as of its effective date.

ROLLING HILLS COMMUNITY SERVICES
DISTRICT


Chaney Hicks, General Manager

NEW GENERATION LANDSCAPE
MAINTENANCE


Ismael Castro, Authorized Signatory

Attest:


RHCS D Board Clerk

6-3-2019

EXHIBIT A – DETAILED SCOPE OF WORK

Contractor shall furnish, at its own expense, all labor, equipment, materials and supervision required to properly maintain landscaped areas in an attractive condition throughout the term of this contract. The project will include all irrigated landscaped areas in the current contract, as follows:

1. LAWNS

Mowing. All turf shall be mowed weekly (every other week during slow growing periods) on a pre-scheduled basis weather and soil conditions permitting. Mowing height to be determined by season (i.e. shorter in winter months, higher in summer months)

1.1 Fertilization

All lawns shall be fertilized according to their individual needs to maintain good health, vigor and color throughout the year. The cost of fertilizers and its application for (2) times a year are included in this contract.

1.2 Aerification/De-thatching/Over seeding

Lawns shall be aerated annually to improve penetration of water and fertilizers; to help eliminate compaction of soil and roots and to help prevent run-off. De-thatching and over seeding with Rye seed will be completed by October at customer's request.

2. GROUND COVER

2.1 Edging

All groundcover shall be kept within designated areas. Invasive groundcover shall be kept at least six inches from all buildings and other structures. Ground cover shall be prevented from invading shrubs or climbing trees.

2.2 Fertilization

Plant material shall be fertilized twice annually and where there are signs of nutritional deficiencies or a desire for additional growth. *The cost for fertilizers and their applications are included in this contract.*

3. TREES & SHRUBS

3.1 Pruning

U.C. guidelines for tree training shall be followed as per publication.

Pruning shall promote structural strength and accentuate the plant's natural forms and features within limitations of space. All trees shall be pruned annually as necessary.

3.2 Staking

Stakes and ties shall be adjusted to prevent girdling and chafing and shall be removed as soon as is possible. Plants that are not able to stand on their own in two to three years after planting, shall be removed upon approval of District/agent and replaced. Often times, wind, vandalism or the weight of the tree canopy will cause break age of the tree stakes.

4. IRRIGATION

4.1 Controllers

Contractor shall be in charge of operating the irrigation system at all times. It is Contractor's responsibility to adjust the system to apply water in accordance with plant requirements based on weather and soil conditions. Watering program shall be such as to minimize run off at all times.

Cleaning and adjusting of heads are the responsibility of Contractor. *Repairs of damages to irrigation system not caused by Contractor shall be considered extra work and charged accordingly.*

4.2 Power: Water and power to be supplied by District, as needed.

4.3 Watering schedule

Whenever possible, automatic controllers will be set to apply water during the early morning hours, prior to 6 am to help reduce the possibility of disease and to conform to periods of low traffic.

4.4 Repairs

In order for Contractor to provide the highest level of service for District's irrigation system, it is understood and agreed upon that all irrigation defects will be repaired by Contractor and charged to the District/agent accordingly. Prior approval will be sought from District/agent for repairs.

5. HORTICULTURAL PEST CONTROL

5.1 Insects

Contractor shall take reasonable steps necessary to maintain landscaped areas essentially free from harmful horticultural insects and disease infestations that customarily occur in the vicinity of the project and as preventable by application of available chemical or cultural practices.

5.2 All materials used in the landscape maintenance program must comply with local, state and federal laws. All pesticides must be applied by or under the supervision of a licensed QAL, Pest Control Operator. State law requires that all pesticides used must be reported to the County Agriculture Commissioner's Office.

5.3 Application of all materials shall be carefully timed to promote positive results and safety.

6.0 BROADLEAF/WEED ABATEMENT

6.1 Turf

Broadleaf weeds in turf areas will be controlled by application of an approved post emergent, selective herbicide.

6.2 Planter Beds

Weeds in shrub and groundcover areas shall be controlled by application of approved pre-emergent and post-emergent herbicides or by hoeing and hand pulling, whichever is deemed more beneficial to property.

6.3 Weeds in cracks, sidewalks and driveways will be removed by hand, mechanically or by spraying.

7.0 DEBRIS

7.1 All plant debris produced by our crews shall be removed from the site on service day.

7.2 All sidewalks and gutters will be cleaned of landscape debris and grass clippings on service day each week.

8.0 ANNUALS, PERENNIALS AND BULBS

8.1 Deadheading

Deadheading of annual color and annual cutting back of perennials is included in this contract.

8.2 Replacement

Replacement of annual color (recommended (4) times each year) shall be considered extra work and charged accordingly. All annuals (4" plants) shall be charged at the rate of \$35 per flat installed. Price also includes soil preparation, amendments, fertilizers and snail bait.

9.0 EXTRA WORK

Negotiated Work. Any products and/or services not covered in this contract shall be discussed and negotiated between Contractor and District or their agent at a price and/or hourly rate that is agreed upon by both parties.

10. ADDITIONAL CONTRACTOR COMMITMENTS

a. Dig up and turn the bark in the playground area so it looks fresh and provides maximum protection to the children under the swings and places where it gets moved away; and

b. Annual fire prevention maintenance, including cutting of fire breaks as required by the El Dorado Hills Fire Department and additional fire breaks requested by the District. The fire break areas are mapped and marked as noted on **Exhibit B**, attached hereto.

11.0 MATERIALS AND SUPPLIES

If requested, Contractor shall submit to District's representative a list of materials and supplies that Contractor proposes to use for the Work. This list shall include the chemical analysis, recommended usage, and any other pertinent data disclosed by the manufacturer of the material. Said list shall be submitted in duplicate before any use of any product pursuant to the provisions of this Agreement or any modification of this Agreement. Any changes in the materials proposed for use by Contractor shall also be listed and submitted to District prior to use of such material. Insecticides, fungicides, herbicides and rodenticides, when applied by Contractor, shall be properly labeled with guarantee analysis and brought to each job site in the manufacturer's original container. Replacement trees, shrubs, groundcover, sod, and other plants shall be of size, condition and variety specified and approved by District's designated representative prior to installation.

FREQUENCY OF TASKS TO BE PERFORMED

Contractor is to provide the following schedule of services throughout the District at the frequency indicated as a minimum requirement during each year that the contract is in effect.

Turf:		Minimum Times per Year
Mowing and Blowing		44
Edging and Detail		22
Fertilize Turf Areas with Commercial Fertilizer		5
Spray Applications Turf Areas		2
Aerating of all Turf Areas		1
Proactive maintenance		12
Trees:		Minimum Times per Year
Pruning Trees up to 12' - Specify time(s) of year to be done		1
Staking Trees - Specify time(s) of year to be checked		2
Fertilize Trees		1
Proactive maintenance		12

Ground Cover		Minimum Times per Year
Edging and Detail		12
Fertilize Ground Cover Areas with Commercial Fertilizer		1
Pre-Emergent Application for Ground Cover Areas with Commercial Pre-Emergent		2
Proactive maintenance		12
Irrigation and Storm Drains		Minimum Times per Year
Inspections/Adjust Irrigation System (Check every 2 weeks during growing season)		12
Irrigation Ditches – Weekly maintenance required		52
Storm Drains – Keep clear – proactive maintenance		Ongoing
Proactive maintenance		12
Shrubs:		Minimum Times per Year
Pruning Shrubs (Quarterly)		4
Fertilize Shrubs with Commercial Fertilizer – Specify time(s) of year to be done		1
Pre-Emergent Applications to Shrub Areas with Commercial Fertilizer		2
Proactive maintenance		12
Trash Pickup:		Minimum Times per Year
Policing of Trash		52
Empty Trash Receptacles in Park(s)		52
Weed Mitigation:		Minimum Times per Year
Proactive maintenance of all DOT Encroachment Areas		Ongoing
Cut 30' firebreaks annually as specified. See, Exhibit B.		1
Proactive maintenance of firebreaks		Ongoing
Miscellaneous:		Minimum Times per Year
General Clean up of all areas (including streets, sidewalks, parking lots, parks, culverts and open space) free of vegetative debris, rocks, trash, glass and other foreign materials.		Ongoing
Proactive maintenance of all open space, culverts and riparian corridors adjacent to sidewalks, streets and parks.		Ongoing
Proactive maintenance of community entrances to ensure an attractive appearance at all times.		Ongoing

EXHIBIT A - Attachments:

Attachment A – Highlights All RHCSD Parks and Open Space. Joeger Park is not developed but the landscaped areas adjacent to Dunnwood Drive are included in the landscaping maintenance contract.

Attachment B – Defines scope of work for the maintenance of all DOT Encroachment areas along White Rock Road.

Attachment C – denotes the locations of the storm drain inlets within the District which are to be maintained clear of all debris at all times.

Attachment D – denotes the locations of the Irrigation Ditches which are to be maintained clear of all debris at all times.

No Subcontractors are identified in this Exhibit A.

No project under this Agreement shall include Work that would qualify as a Public Works Project under the California Public Contract Code.

EXHIBIT A - Attachment A. Highlights All RHCSD Parks and Open Space. Joeger Park is not developed but the landscaped areas adjacent to Dunnwood Drive are included in the landscaping maintenance contract:

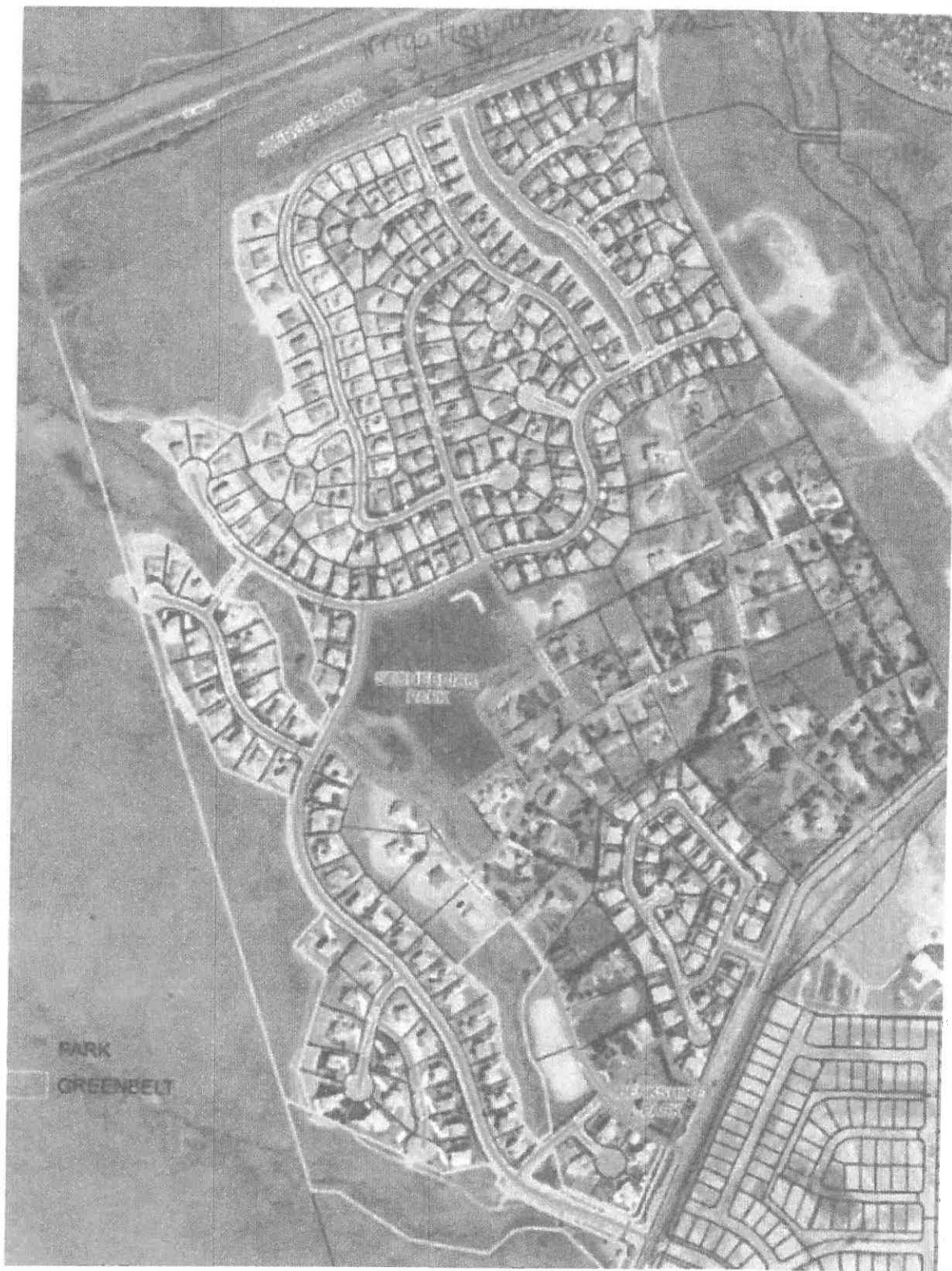


EXHIBIT A - Attachment B. Defines scope of work for the maintenance of all DOT Encroachment areas along White Rock Road. (See, Exhibit B for fire break information.)



EXHIBIT A - Attachment C. Denotes the locations of the storm drain inlets within the District which are to maintained clear of all debris at all times:

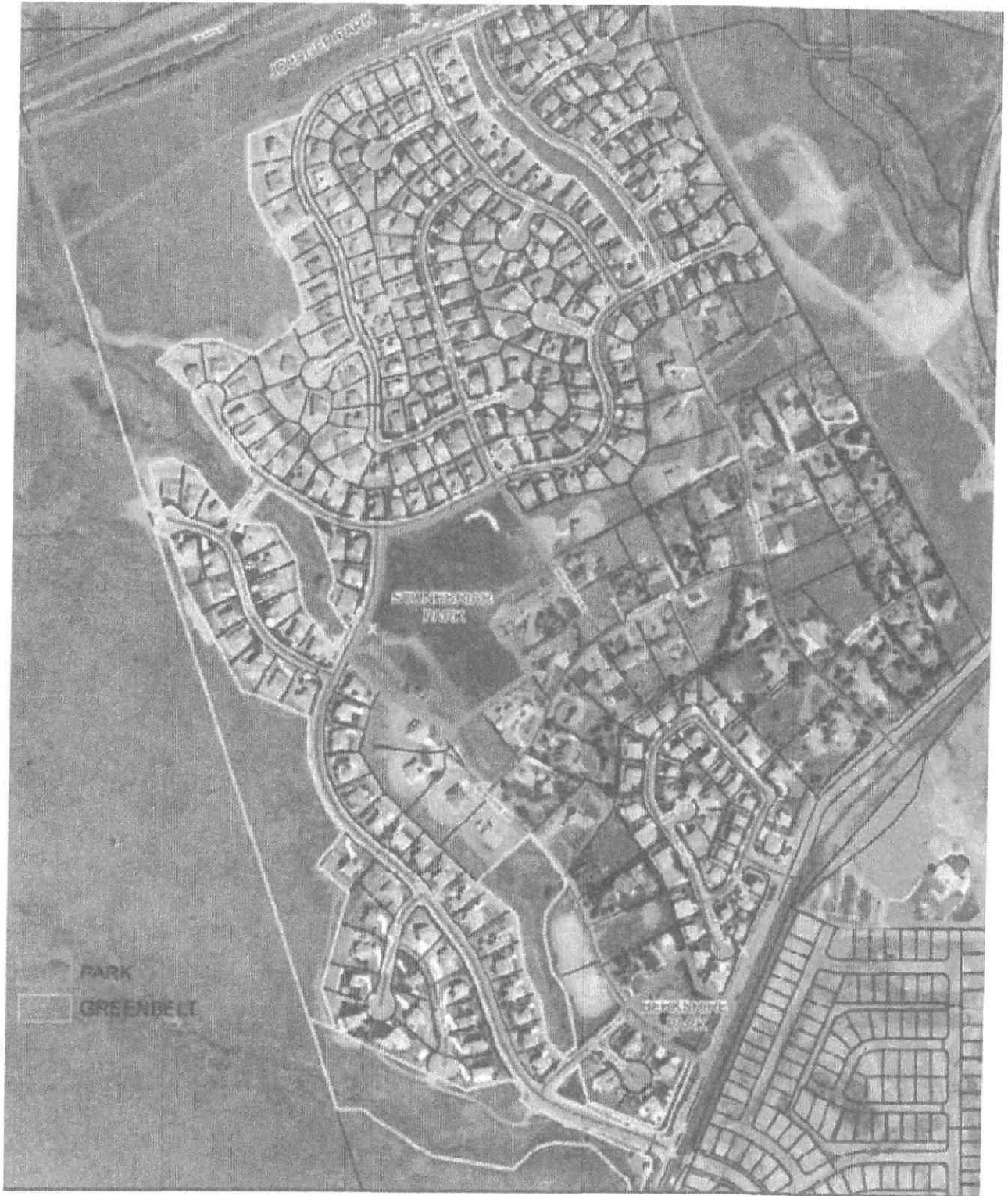
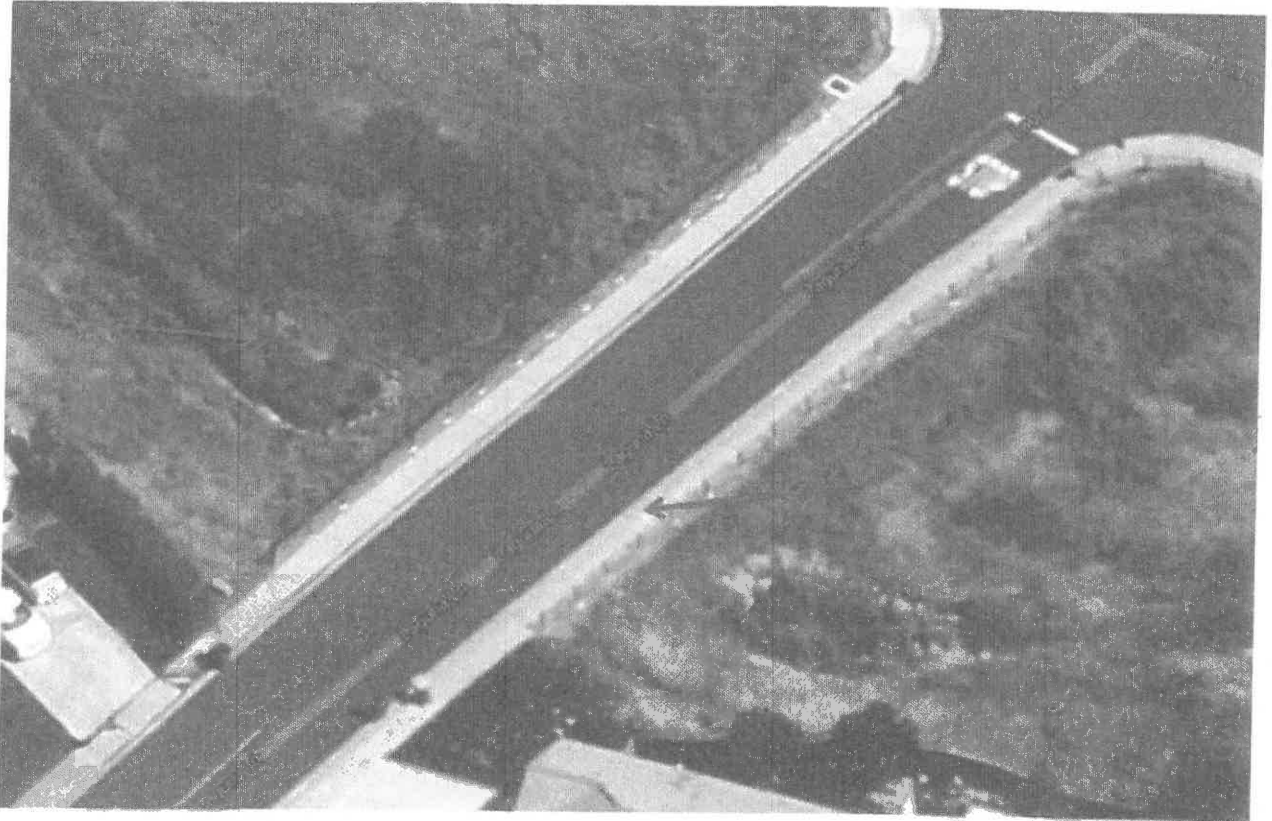
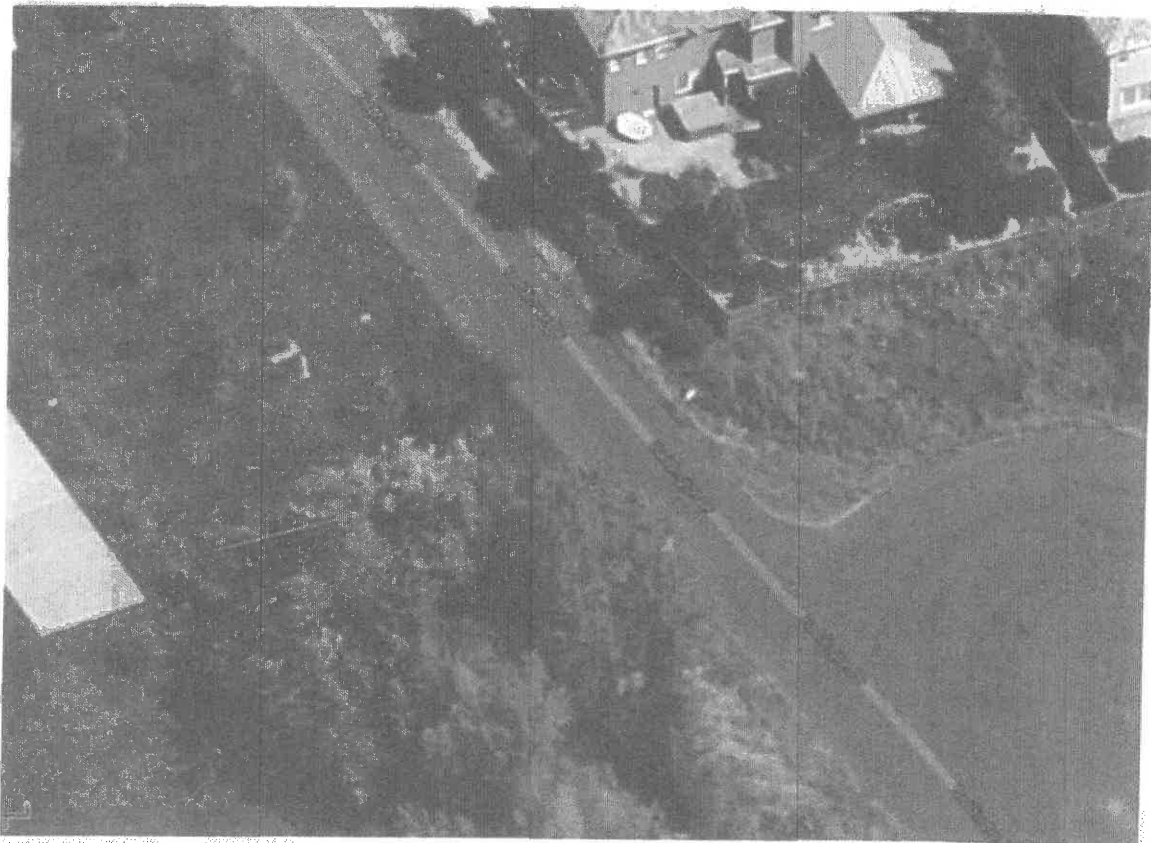
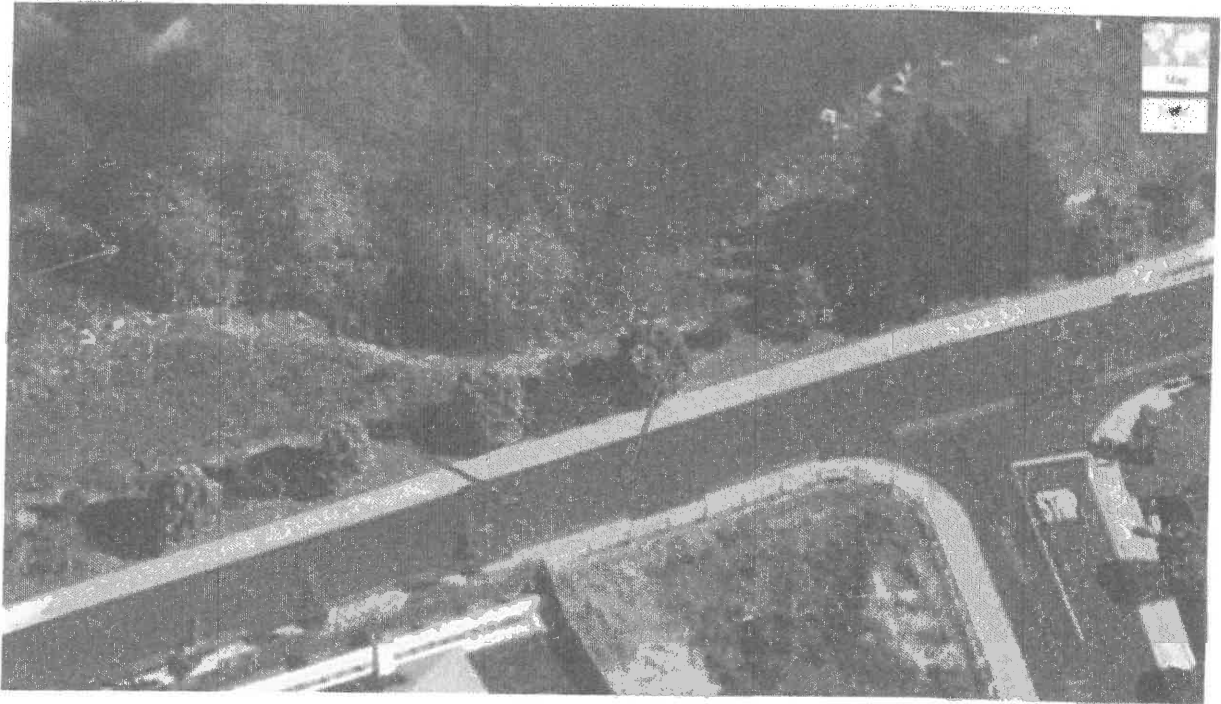


EXHIBIT A - Attachment D. Denotes the locations of the Irrigation Ditches which are to be maintained clear of all debris at all times:

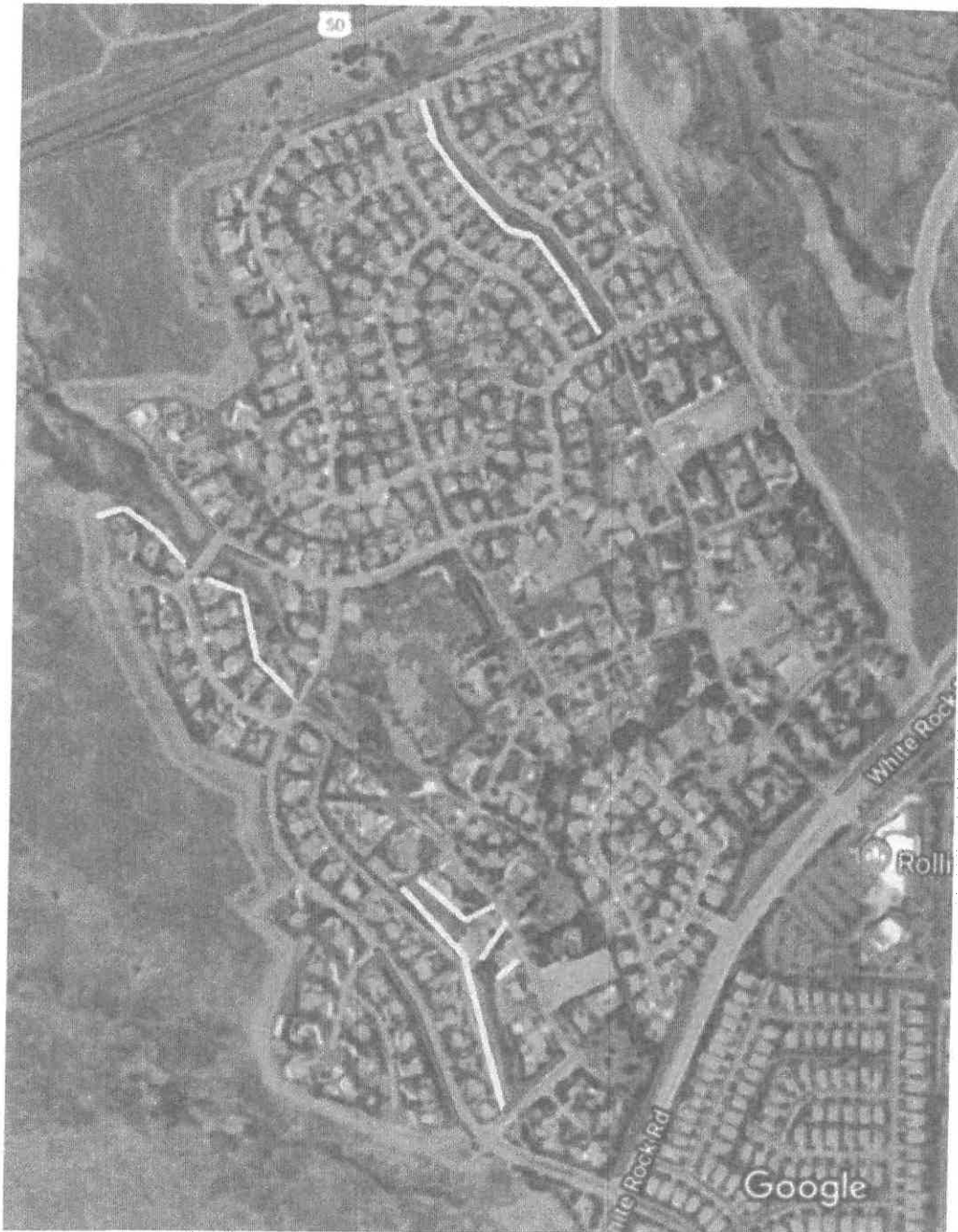






**EXHIBIT B – ANNUAL FIRE PREVENTION MAINTENANCE
CUTTING FIRE BREAKS**

Yearly Fire Prevention (Interior Only)



Firebreaks 30' – 

Ongoing maintenance clearing along sidewalks/soundwall/open spaces – 

9/15/20 Item 6.b.



board president, with a copy sent to the board secretary for processing. Contractor's statement for services shall be processed for payment through the County Auditor-Controller's voucher system within 15 days of approval by the Board. Payment will be due within 30 days of date invoice received as per District policy 2008.15 and 2015.2. Contractor will charge a late payment fee of 10 % for any payment not received within 30 days from submittal date of invoice.

Commented [C1]: Request to add this language to clearly define payment expectations

ARTICLE IV. OBLIGATIONS OF CONTRACTOR

4.01 Contractor agrees to devote the time necessary each month to performing the above-described services within the limitations set forth in paragraph 3.01, above.

4.02 Non-exclusive Relationship. Contractor may represent, perform services for, and contract with as many additional clients, persons, or companies as Contractor, in her sole discretion, sees fit.

4.03 Time and Place of Performing Work. Contractor may perform the services under this agreement at any suitable time and location as she chooses.

4.04 Office Equipment. Contractor will supply the computer and/or word processing equipment required to perform the services under this agreement.

4.05 Tools and Equipment. Contractor will supply all standard tools and equipment required to perform the services under this agreement.

4.06 Limited Liability. Contractor will not be liable to Client, or to anyone who may claim any right due to a relationship with Client, for any acts or omissions in the performance of services under the terms of this agreement or on the part of the employees or agents of Contractor, unless those acts or omissions are due to willful misconduct. Client will indemnify and hold Contractor free and harmless from any obligations, costs, claims, judgments, attorney's fees, and attachments arising from, growing out of, or in any way connected with the services rendered to Client under the terms of this agreement. Client will, on Contractor's request, defend any suit asserting a claim covered by this indemnity. Client will pay all costs that may be incurred by Contractor in enforcing this indemnity, including reasonable attorney's fees.

4.07 Assignment. This agreement may not be assigned by Contractor without the prior written consent of Client.

Rolling Hills Community Services District

Ph (916) 235-8671 • Email: Info@RollingHillsCSD.org • P.O. Box 5266, El Dorado Hills, CA 95762

CONTRACT FOR SERVICES

THIS AGREEMENT is made effective December 6, 2010, between Rolling Hills Community Services District (RHCS D), hereinafter referred to as "Client", and CHANEY HICKS, hereinafter referred to as "Contractor".

ARTICLE I. TERM OF CONTRACT

1.01 Effective Date. This agreement is effective on the date first above written and will continue in effect until terminated by notice as hereinafter set forth.

ARTICLE II. SERVICES TO BE PERFORMED BY CONTRACTOR

2.01 Contractor agrees to perform the services as General Manager specified in the "Description of Services" attached to this agreement as Exhibit "A" and made a part hereof by reference.

2.02 Method of Performing Services. Contractor will determine the method, details, and means of performing the above-described services.

2.03 Status of Contractor. Contractor enters into this agreement as an independent contractor and will remain as such throughout the term of the agreement. Contractor agrees he is not entitled to any employment benefits. Contractor is responsible for providing at his own expense, disability, unemployment, worker's compensation, training, permits, and licenses for herself as may be necessary.

2.04 Payment of Income Taxes. Contractor is responsible for paying when due all income taxes, including estimated taxes, incurred as a result of the compensation paid by Client to Contractor for services under this agreement.

ARTICLE III. COMPENSATION

3.01 In consideration for the services to be performed by Contractor, Client agrees to pay to Contractor \$50.00 per hour, working a maximum of 10 hours per week. Additional hours may be authorized by a Board Member in emergency situations. Contractor will submit to Client a statement of services rendered on a monthly basis to the board president, with a copy sent to the board secretary for processing. Contractor's statement for services shall be processed for payment through the County Auditor-Controller's voucher system within 15 days of approval by the Board.

Rolling Hills Community Services District

Ph (916) 235-8671 · Email: Info@RollingHillsCSD.org · P.O. Box 5266, El Dorado Hills, CA 95762

ARTICLE IV. OBLIGATIONS OF CONTRACTOR

4.01 Contractor agrees to devote the time necessary each month to performing the above-described services within the limitations set forth in paragraph 3.01, above.

4.02 Non-exclusive Relationship. Contractor may represent, perform services for, and contract with as many additional clients, persons, or companies as Contractor, in her sole discretion, sees fit.

4.03 Time and Place of Performing Work. Contractor may perform the services under this agreement at any suitable time and location as she chooses.

4.04 Office Equipment. Contractor will supply the computer and/or word processing equipment required to perform the services under this agreement.

4.05 Tools and Equipment. Contractor will supply all standard tools and equipment required to perform the services under this agreement.

4.06 Limited Liability. Contractor will not be liable to Client, or to anyone who may claim any right due to a relationship with Client, for any acts or omissions in the performance of services under the terms of this agreement or on the part of the employees or agents of Contractor, unless those acts or omissions are due to willful misconduct. Client will indemnify and hold Contractor free and harmless from any obligations, costs, claims, judgments, attorney's fees, and attachments arising from, growing out of, or in any way connected with the services rendered to Client under the terms of this agreement. Client will, on Contractor's request, defend any suit asserting a claim covered by this indemnity. Client will pay all costs that may be incurred by Contractor in enforcing this indemnity, including reasonable attorney's fees.

4.07 Assignment. This agreement may not be assigned by Contractor without the prior written consent of Client.

ARTICLE V. OBLIGATIONS OF CLIENT

5.01 Cooperation of Client. Client agrees to comply with all reasonable requests of Contractor, agrees to respond to requests for information in a timely manner, and provide access to all documents necessary to the performance of Contractor's duties under this agreement.

ARTICLE VI. TERMINATION OF AGREEMENT

6.01 Termination by Notice Given. This agreement may be terminated by either party on the giving of thirty (30) days written notice.

Rolling Hills Community Services District

Ph (916) 235-8671 · Email: Info@RollingHillsCSD.org · P.O. Box 5266, El Dorado Hills, CA 95762

ARTICLE VII. GENERAL PROVISIONS

7.01 Notices. Any notices required to be given under this agreement by either party to the other party must be in writing and delivered by means of certified mail, return receipt requested, or overnight mail delivery. Notices must be given to the party at the address appearing following that party's signature hereafter, or to a new address as shall be designated hereafter in writing.

7.02 Entire Agreement of the Parties. This agreement supersedes any and all agreements, either oral or written, between the parties with respect to the rendering of services by Contractor for Client and contains all of the representations, covenants, and agreement between the parties with respect to the rendering of those services. Any modification of this agreement will be effective only if it is in writing and signed by all parties hereto.

7.03 Parties Invalidity. If any provision of this agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

7.04 Successors and Assignees. This agreement binds and benefits the heirs, successors and assignees of the parties.

7.05 Disputes. If a dispute arises, the parties will try in good faith to settle it first through the Board of Directors then through a mediation conducted by a mediator to be mutually selected. The parties will share the costs of the mediator equally. In the event mediation is unsuccessful, the matter will be submitted to arbitration. The parties will each appoint one person to hear and determine the dispute. If those two persons are unable to agree, then they will select a third impartial arbitrator whose decision will be final and conclusive on both parties. The cost of arbitration will be borne by the parties in a proportion the arbitrators determine. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction over the award.

7.06 Governing Laws. This agreement will be governed by and construed in accordance with the laws of the State of California.

CLIENT:
Rolling Hills Community
Services District

CONTRACTOR:
CHANEY HICKS

By: 

Authorized Representative
Post Office Box 5266
El Dorado Hills, CA 95762



4000 Laguna
El Dorado Hills, CA 95762

Rolling Hills Community Services District

Ph (916) 235-8671 • Email: info@RollingHillsCSD.org • P.O. Box 5266, El Dorado Hills, CA 95762

EXHIBIT 'A' - DESCRIPTION OF SERVICES

The services to be performed by Contractor are as "General Manager" for Client. The General Manager is the highest level management appointee who is directly responsible to the Board of Directors for the implementation of the policies established by the Board. The Contractor shall be responsible for all of the following:

1. Implementing the policies established by the Board of Directors for the operation of the Rolling Hills Community Services District ("district");
2. The appointment, supervision, discipline, and dismissal of the district's employees, if any, and staff consistent with the employee relations system established by the board of directors;
3. The supervision of the district's facilities and services; and
4. The supervision of the district's finances.

In doing the acts set forth above, the Contractor shall:

- A. Keep the Board of Directors informed and advised of the financial, administrative, physical and operational condition of the district as best known to her and of its future needs in each area, and make such recommendations and present such plans and programs concerning the affairs of the district as he shall deem to be necessary or desirable;
- B. Prepare the annual budget, or if on a two year budget cycle, prepare that document and submit and administer the district budget once approved by the Board;
- C. Administer contracts to which the district is a party;
- D. Supervise the monthly expenditures of the district;
- E. In the case of an emergency, authorize work to be done to safeguard the best interest of the district's property and to protect the public safety;
- F. Attend all board meetings unless excused by the Board, and have the right to take part in the discussions of the board but have no vote concerning any matter before the Board;
- G. Receive notice of all meetings of the board and committees, and participate in the deliberations of any board committee as he/she may choose, but shall have no vote in any matter before any such board or committee; and
- H. Contractor shall determine which projects or work to be performed for Client are best accomplished by Contractor, or contracted out with third party contractors or other professionals.