

Clarksburg Fire Protection District
52902 Clarksburg Avenue, P.O. Box 513
Clarksburg, CA 95612
Special Meeting of the Board of Commissioners
October 29, 2024 4:30 p.m. (via In-Person and Zoom)
Meeting Minutes

Chairman Pruner called the meeting to order at 4:34 p.m.

Members present:

Joe Gomes, Nancy Kirchhoff, Steve Pylman, Mark Pruner and Bob Webber
Richard Bagby, Commission Secretary

Fire personnel present:

Chief Craig Hamblin and Assistant Chief Richard Bagby

Public Present:

Ms. Emily Pappalardo, P.E., DCC Engineering; Supervisor Oscar Villegas, Yolo County
Supervisor, District 1;
Mr. Jack Johnson, Deputy to Supervisor Villegas

Agenda approval:

It was moved by Commissioner Gomes and seconded by Commissioner Pylman to approve the agenda as presented. The motion passed unanimously by a roll call vote.

Public Comment:

There was no public comment.

DCC Engineering Co., Proposal for an Engineering Report and Assistance with a new Proposition 218 Benefit Assessment:

Chairman Pruner introduced Ms. Pappalardo who spoke briefly about the DCC Engineering Proposal for Professional Consulting Services. The current proposal, dated October 29, 2024, is attached to these minutes and is to be considered an integral part thereof. Ms. Pappalardo summarized the five phases of the Proposition 218 process:

1. Initial Assessment and Feasibility Study
2. Engineer's Report and Special Benefit Analysis
3. Property Owner Notification and Ballot Distribution
4. Public Hearing and Tabulation
5. Post-Election Reporting and Certification

A discussion ensued that included, the propensity of the District to hold more than one hearing, providing maximum opportunity for public input and questions, project funding, access to County funding, modification of our current budget to fund this project, and the assessment of non-profit/governmental parcels, It was the consensus of the Board to place this item on the agenda of the next regular meeting for final consideration.

Chief Hamblin related to the Board that he has been investigating the increasing costs of fire apparatus as it relates to the projected revenue needs of the District. The Chief related to the Board that, to facilitate this, he has talked with Bryce Anderson of Hi-Tech Emergency Vehicle Service. Mr. Anderson was of the opinion that recent excessive increases have been “market driven” with the COVID-19 lockdown being a major factor.

Notwithstanding, it was the Chief’s considered opinion, the cost of fire apparatus will continue to inflate beyond the consumer price index.

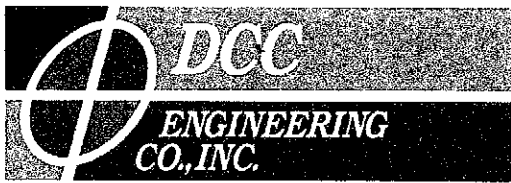
Chairman Pruner reported that he has communicated with Berenice Espitia, Associate Management Analyst, Yolo County Administrator’s Office, regarding the use of County funds to facilitate the Proposition 218 Benefit Assessment currently under consideration. The Chair reported that Ms. Espitia informed him that this will be placed on the agenda of the next meeting of the Yolo County Board of Supervisors. The Chair reported that Ms. Espitia told him that it would be the staff recommendation that monies, in excess of the funds already expended, would be available to fund the current project under consideration.

There was a short discussion of the Yolo County Fire Sustainability Effort and what constitutes a “good faith” effort to pass a new Proposition 218 Benefit Assessment and access the related funding for the 2023-2024 fiscal year.

With no further business before the Board, it was moved by Commissioner Kirchhoff and seconded by Commissioner Webber to adjourn the meeting. The motion passed unanimously by a roll call vote. The meeting was adjourned at 5:06 p.m.

Respectfully submitted,

Richard Bagby
Secretary to the Commission



ARCHITECTURE
CIVIL ENGINEERING
LAND USE PLANNING
ENVIRONMENTAL / PERMITTING
PROJECT CONSTRUCTION MANAGEMENT

PROPOSAL FOR PROFESSIONAL CONSULTING SERVICES

Date: October 29, 2024

Client: Clarksburg Fire Protection District
52902 Clarksburg Ave.
Clarksburg, Ca 95612

Contact Information:
Phone 916-204-9097
Email mpruner@prunerlaw.com

Reference: Clarksburg Fire Protection District Proposition 218 Election

Subject: Proposal for Engineering Report and Assistance with Prop 218

Dear Clarksburg FPD:

Thank you for contacting DCC Engineering Co. Inc. (DCCE) to request professional consulting services in the Proposition 218 Election process. DCCE (hereinafter referred to as Consultant) submits the following proposal to you (hereinafter referred to as Client) which outlines the scope of services as well as compensation and terms for those services. If the following meets with your approval, please sign this letter and return one copy for our files indicating your acknowledgement and acceptance of the terms and conditions herein. This proposal is tendered for a period of 60 days.

1 Background: The fire district is looking to update their Proposition 218 assessments in response to the County Fire District Sustainability Funding Plan for matching funds. This proposal outlines the process for conducting a Proposition 218 election for Clarksburg Fire Protection District. The goal of this election is to assess property owners for special benefits associated with enhanced fire protection services. The election will be conducted in compliance with California's Proposition 218 requirements, ensuring transparency and legal compliance.

2 Consultant Services to be Provided: This proposal includes a detailed breakdown of services, timelines, and costs associated with planning, notifying property owners, conducting the election, and securing the necessary approvals.

The scope of this proposal includes the following phases:

- 2.1 Initial Assessment and Feasibility Study
- 2.2 Engineer's Report and Special Benefit Analysis
- 2.3 Property Owner Notification and Ballot Distribution
- 2.4 Public Hearing and Ballot Tabulation
- 2.5 Post-Election Reporting and Certification

Each phase is broken down in detail below.

2.1 Phase 1: Initial Assessment and Feasibility Study

This phase involves a comprehensive review of the special fire district's needs, the assessment of the properties, and determining whether the project is feasible under Proposition 218. The following **Tasks**:

- **District Needs Assessment:** Review current fire protection services and identify enhancements that will provide special benefits to properties within the district.
- **Property Assessment Identification:** Identify all properties in the district that would benefit from the proposed services.
- **Feasibility Study:** Review and outlining the legal requirements, projected costs, and likelihood of success in a Proposition 218 election.

Total for Phase 1: \$4,400

2.2 Phase 2: Engineer's Report and Special Benefit Analysis

Under Proposition 218, an engineer's report is required to justify the assessment. This report will detail how the proposed fees correlate to the special benefits received by each property in the district.

Tasks:

- **Engineer's Report Preparation:** Develop an engineer's report that defines the special benefit provided to each property and outlines how the assessments are proportionally distributed.
- **Special Benefit Analysis:** Ensure that the analysis clearly distinguishes special benefits to individual properties from general benefits shared by the public.

Total for Phase 2: \$11,700

2.3 Phase 3: Property Owner Notification and Ballot Distribution

This phase includes preparing and distributing all necessary notices and ballots to property owners. It is essential to provide clear and legally compliant communication regarding the assessment.

Tasks:

- **Notice Preparation:** Draft legally compliant notice letters to property owners, outlining the details of the proposed assessments.
- **Ballot Preparation:** Prepare ballots for the election, ensuring each property owner receives one weighted ballot.
- **Mailing Services:** Handle the mailing of notices and ballots, ensuring that all legal deadlines are met.

Total for Phase 3: \$10,700

2.4 Phase 4: Public Hearing and Ballot Tabulation

This phase involves conducting the public hearing and ensuring that the votes are properly counted in compliance with Proposition 218.

Tasks:

- **Public Hearing Coordination:** Organize and manage the public hearing as required by Proposition 218, ensuring property owners have an opportunity to express concerns and submit ballots.
- **Ballot Tabulation:** Receive and count ballots according to legal requirements, ensuring transparency and fairness in the process.
- **Final Determination:** Announce the results of the election and determine whether the assessment is approved.

Total for Phase 4: \$1,700

2.5 Phase 5: Post-Election Reporting and Certification

After the election, the results must be certified and reported to the district. This phase includes preparing the necessary documentation to finalize the assessment process.

Tasks:

- **Election Certification:** Prepare and certify the results of the Proposition 218 election.
- **Reporting:** Submit a final report to the district, detailing the election results and next steps for implementing the assessments.
- **Filing with County:** Work with the County Assessor's office to ensure the approved assessments are added to property tax rolls.

Total for Phase 5: \$700

2.6 Summary of Costs:

Phase	Cost
Phase 1: Initial Assessment and Feasibility Study	\$ 4,400
Phase 2: Engineer's Report and Special Benefit Analysis	\$ 11,700
Phase 3: Property Owner Notification and Ballot Distribution	\$ 10,700
Phase 4: Public Hearing and Ballot Tabulation	\$ 1,700
Phase 5: Post-Election Reporting and Certification	\$ 700
Total Estimated Cost	\$ 29,200

5 Client Responsibilities: Client shall bear the cost of all government and regulatory agency fees, filing fees, fines, assessments, and service charges.

6 Compensation for Professional Services To Be Provided: Consultant proposes providing the identified phases on a time and material basis with a budget authorization of Twenty-nine thousand two hundred dollars (\$29,200). Examples of reimbursable expenses are cited in Exhibit 1 - Schedule of Rates, hereby made a part of this agreement and incorporating the terms therein.

7 Terms of Agreement: Consultant proposes providing the specified professional services in accordance with the provisions of Attachment A, herein incorporated by reference.

8 Governing Law: This agreement shall be governed by the laws of the principal place of business of Consultant (Yolo County, State of California). We appreciate the opportunity to be of service to you on this project. As detailed earlier, the amount quoted for professional services is our best estimate of probable consulting costs based on our knowledge of the area and previous experience. Please feel free to contact me should you have any questions or need additional information

Sincerely,
DCC Engineering Co., Inc.



Emily Pappalardo, P.E.
License C89151

We appreciate the opportunity to be of service to you on this project. As detailed earlier, the amount quoted for professional services is our best estimate of probable consulting costs based on our knowledge of the process and previous experience. Please feel free to contact me should you have any questions or need additional information.

Date

Signature of Authorized Representative

Billing Address

Contact Information

Phone: _____

Email: _____

**ATTACHMENT A
DCC ENGINEERING CO., INC.
STANDARD CONTRACT / AGREEMENT PROVISIONS**

1 — SCOPE OF SERVICES. Consultant agrees to perform for Client the services described under the scope of services. Execution of this Agreement by the Client will be authorization for Consultant to proceed with the work, unless otherwise provided for in the Agreement.

2 — COMPENSATION AND PAYMENT. Preparation, submittal, and processing of planning permits varies from project to project and is dependent on site-specific concerns that arise. Consequently, it is our policy to provide specified professional consulting services on a time and material basis. Unless specifically addressed in the Agreement, the Client shall compensate Consultant for all costs and expenses incurred in accordance with Exhibit 1, hereby made a part of this Agreement.

2.1 Billable Items

- A. Professional Services - Hours —** Consultant's hours expended for professional services under this Agreement at the rates provided as Exhibit 1, hereby made a part of this Agreement. These rates may increase over time for open-ended contracts. Client will be notified of any such rate increase prior to the execution of additional work not currently authorized.
- B. Reimbursable Expenses —** Such items will be charged at a multiple of 1.10 times their actual cost to the Consultant when furnished by commercial sources, and on the basis of current rates when furnished by Consultant. Examples of reimbursable expenses are noted in Exhibit 1.
- C. Outside Consultant Services —** Such items will be charged at a multiple of 1.10 times their actual cost to the Consultant when furnished by outside, sub-consultants.

2.2 Invoicing and Payment Timing — Professional Fees may be invoiced as frequently as semi-monthly based on the time expended and in accordance with Exhibit 1 together with any Reimbursable Expenses or Outside Consultant Charges. Invoices are due upon invoice date and considered overdue twenty-five days thereafter unless held in dispute as per Article 3.

2.3 Application of Retainer — Funds deposited as a retainer for professional services will be held on account and applied towards the final invoice for services.

3 — DISPUTED INVOICES, PAST DUE ACCOUNTS, AND WORK STOPPAGES

3.1 Disputed Invoices — Any charges held by Client to be in dispute shall be called to Consultants attention within ten (10) days of receipt of Consultant's invoice.

3.2 Past Due Accounts — In the absence of any prior arrangement made with the Consultant, overdue invoices will be assessed a service charge of 1.0% per month (annual rate of 12%).

3.3 Work Stoppages — Overdue or disputed accounts may result in a work stop order until cleared. Additionally, with regards to the budget estimate for Professional Services, in the event said services reach the budget estimate and unless provided otherwise within this Agreement, all work will cease until a budget amendment is processed with the Owner. Consultant assumes no responsibility for delays or damages resulting from a work stoppage due to a past due account. Consultant reserves the right to withhold delivery of design or other documents of service until any outstanding payment issues are resolved.

3.4 Collection — Any fees, including reasonable attorney's fees, incurred for the collection of moneys owed Consultant shall be paid by the Client.

4 — LIENS AND INFORMATION REQUESTS PREPARATORY THERETO. Client and/or Property Owner is here advised that California law provides for the filing of a design professional's lien against owner's property in favor of certified architects, registered professional engineers or licensed land surveyors who furnish services under a written contract and to whom payment is withheld for such services.

Where a Building Permit or other governmental approval for the work of improvement has been obtained, such lien will encumber the property where the work is to be performed notwithstanding the fact that actual construction work on the project has not yet commenced or the project is suspended permanently. Likewise, once construction has commenced, the design professional has certain remedies under the mechanic's lien provisions for amounts outstanding to the design professional. In order to preserve Consultant's rights provided by either of these remedies, Consultant may request advance information from Client necessary to perfect preliminary notification to the appropriate parties.

5 — STANDARD OF CARE. The standard of care will be the care and skill ordinarily used by members of the Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement.

6 — LIABILITIES. It is agreed that Consultant's total liability for any and all injuries, claims, losses, expenses, damages, or claims arising out of this agreement from any cause or causes, including but not limited to, negligence, errors, omissions, strict liability, breach of contract or breach of warranty, shall not exceed Consultant's fee for this project.

7 — OWNERSHIP AND USE OF PLANS. The Client acknowledges that Consultant's drawings, plans, specifications, and other similar documents, whether in written, graphic, or electronic form, are instruments of professional services for use solely with respect to this Project, and not products. As such, they remain the property of the Consultant whether the project for which they are made is executed or not, and Consultant retains all common law, statutory, and other

reserved rights, including the copyright. The instruments of service are not to be used by the Client on other projects or extensions to this project except by agreement in writing and with the appropriate compensation to the Consultant. Client shall be permitted to retain copies, including reproducible copies, of the Drawings, Specifications, and other documents for information and reference in connection with the Client's use and occupancy of the Project. They shall not be used by the Client or others on other projects, for additions to this Project or for completion of this Project by others, except by agreement in writing and with appropriate compensation to the Consultant.

8 — ARBITRATION. The parties agree that any claim, dispute or other matters in question arising out of or relating to this Agreement or breach thereof shall be subject to mediation as a condition precedent to arbitration. In the event the matter is not resolved through mediation, the parties agree that the matter in question shall be decided by arbitration in a accordance with the construction Industry Arbitration Rules of the American Arbitration Association currently in effect unless the parties mutually agree otherwise.

In addition, in the event of arbitration of any claim or dispute arising out of this Agreement, both parties shall be entitled to discovery to the fullest extent permitted pursuant to the Civil Discovery Act, Code of Civil Procedure Section 2016, et seq. The award rendered by the arbitrator shall be final and judgement may be entered upon it in accordance with applicable law.

9 — TERMINATION AND ASSIGNMENT. This Agreement may be terminated by either party upon not less than seven days' written notice. In the event of termination, Consultant shall be compensated for services and reimbursable expenses performed prior to termination, together with termination expenses of ten percent (10%) of the total compensation to date.

10 — GOVERNING LAW. This agreement shall be governed by the laws of the principal place of business of Consultant (Sacramento County, State of California).