



CAMBRIA COMMUNITY HEALTHCARE DISTRICT REGULAR BOARD MEETING DECEMBER 17, 2024 – 9:00 AM

The regular meeting of the Cambria Community Healthcare District will be held at Old Cambria Grammar School, 1350 Main Street Cambria, California.

Join Zoom Meeting

<https://us02web.zoom.us/j/84907983712?pwd=qcKwEfhbkQS693O62h5laN61MpkY70.1>

Meeting ID: 849 0798 3712 Passcode: 229532

+16694449171,,83472787498# US

+16699006833,,83472787498# US (San Jose)

AGENDA

A. OPENING

1. Call to order
2. Pledge of Allegiance
3. Establishment of a quorum

B. OATH OF OFFICE

1. Administrator Hendy will issue the Oath of Office to Cecilia Montalvo, Bruce Mumper, and Igor Fedoroff, a requirement prior to entering upon the duties of the office. All Governing Board Members shall take the oath required by law. (California Constitution, Article 20, Section 3; Government Code 1360)

C. BOARD OF DIRECTORS

1. Nominations and Election of Board Officers

D. PUBLIC COMMENT FOR ITEMS NOT ON THE AGENDA

1. Members of the public wishing to address the Board on matters other than scheduled items may do so when recognized by the President of the Board of Directors, Cecilia Montalvo. Presentations are limited to a maximum of three minutes per person.

E. CONSENT AGENDA

1. Approve Minutes from November 19, 2024, Regular Board Meeting.

F. REPORTS

1. Operations Report: Operations Manager Tim Nurge, Supervisors Paul Hoover and Michael Bryant
2. Administrative/Financial Review: Administrator Linda Hendy

3. Committee Reports: November 2024
 - a. *President's Report*: Cecilia Montalvo
 - b. *Property & Facilities / Facility Project Ad-Hoc*: Bruce Mumper
 - c. *Healthcare Advocacy & Outreach*: Dawn Kulesa
 - d. *Finance*: Iggy Fedoroff
 - e. *Development*: Laurie Mileur

G. REGULAR BUSINESS

1. Isom Advisors, Bond Measure C-24 Presentation
2. Appointments to Board Committees
3. Request for Proposal (RFP) for Owner Advisor Services for the New Ambulance Station
4. New Ambulance Unit-23 Proposed Financing
5. Membership Associations
6. Request for Proposal (RFP) for General Counsel Legal Services

H. DECLARATION OF FUTURE AGENDA ITEMS

I. ADJOURNMENT

The next regular meeting of the Cambria Community Healthcare District Board of Directors will be held on January 28, 2025, at 9:00 A.M. at the Old Cambria Grammar School, 1350 Main Street Cambria, California.

Copies of the monthly agenda, staff reports and written materials provided to the Board of Directors for Open Session agenda items may be obtained online at www.cambria-healthcare.org, and are also available at the District office located at 2511 Main Street, Cambria, during regular business hours. Closed-session items are not available for public review. Any changes or additions to the agenda will be posted at the District office and on the District website.

Note: While board members may not engage in dialog with the public during the board meeting, individual members may choose to incorporate an answer to a question posed by the public during their discussion of an agenda item.



CAMBRIA COMMUNITY HEALTHCARE DISTRICT
BOARD AGENDA – C

TO: Board of Directors
FROM: Cecilia Montalvo, President (2024)
DATE: December 17, 2024
DESCRIPTION: Nominations and Election of Board Officers

RECOMMENDATION

The Cambria Community Healthcare District Board President will accept nominations for the following Board Officer positions to serve in 2025.

- President
- Vice President
- Secretary
- Treasurer

FISCAL IMPACT

None at this time.

DISCUSSION

The District is required to elect a President and appoint Officers to positions on the District's Board of Directors. In December of each year, the current President will accept nominations for the positions listed above.

ATTACHMENT(S)

None at this time.

BOARD ACTION

Motion to approve nominations for 2025.

UNANIMOUS: ___

MONTALVO ___ MILEUR ___ FEDOROFF ___ MUMPER ___ KULESA ___



**CAMBRIA COMMUNITY HEALTHCARE DISTRICT
REGULAR BOARD MEETING MINUTES
November 19, 2024**

A. OPENING

1. The meeting was called to order at 9:01 am.
2. President Montalvo led the Pledge of Allegiance.
3. Board of Directors members Cecilia Montalvo, Iggy Fedoroff, Laurie Mileur, and Bruce Mumper were present. Director Dawn Kulesa was present via Zoom. Also present were Administrator Linda Hendy, Operations Manager Tim Nurge, and Office Manager Jennifer Harley.

B. PUBLIC COMMENT FOR ITEMS NOT ON THE AGENDA

1. No members of the public provided public comment.

C. CONSENT AGENDA

1. Minutes from the October 22, 2024, Regular board meeting
2. SEIU MOU Side Letter – “Committed” Standby Employee Wage

Motion: Director Fedoroff motioned to approve the Consent Agenda items, Director Mileur seconded, and the Board approved 5/0.

D. REPORTS

1. **Operations Report:** Operations Manager Tim Nurge presented the monthly report for October 2024. Transport activities, response times, and a CalTrans update on Highway One work were discussed.
2. **Administrative/Financial Review:** The October 2024 financial reports were presented by Administrator Linda Hendy. Administrator Hendy provided an update on the GEMT program audit for FY2018-19, FY2019-20, and FY2020-21.

3. **Committee Reports:**

- a. President’s Report: President Montalvo thanked the community and staff for their efforts on the bond measure.

Director Fedoroff briefly overviewed the Adventist Health focus group he and Director Mumper attended.

- b. Property & Facilities / Facility Project Ad-Hoc: Director Mileur announced that an ad-hoc meeting was held to discuss the new ambulance station and the development of a Request for Proposal (RFP) for an Owner’s Advisor. Director Mileur also noted that the District’s bond advisor, Jon Isom, will present information on bond financing at the December Board meeting.

- c. Healthcare Advocacy & Outreach: Director Kulesa stated she is currently working on articles about reducing holiday stress and staying fit during the holidays.

Director Kulesa mentioned that she has been collaborating with SLO County Public Health on fall prevention and is also encouraging them to focus on mental health issues.

- d. Finance: Director Fedoroff stated he had nothing to add to Administrator Hendy's financial report.
- e. Development Committee: Director Mileur informed the Board that, due to the fleet's good condition and minimal equipment needs, the District will not apply for the FEMA grant this cycle.

E. REGULAR BUSINESS

1. **Modified Purchase Agreement for Unit-23** – Operations Manager Nurge presented the modified purchase agreement from RedSky Emergency Vehicles. Operations Manager Nurge anticipates a January 2025 delivery date of the new Unit-23.

Public Comment: There were no public comments.

Motion: Director Mumper motioned to approve the RedSky Emergency Vehicles modified purchase agreement dated October 29, Director Mileur seconded, and through roll call, the Board approved 5/0.

2. **Ambulance Fleet Review** – Operations Manager Nurge reviewed and answered questions about the District's current ambulance fleet and surplus options. President Montalvo indicated that this issue will warrant future discussion and financial consideration.

Public Comment: There were no public comments.

No action was taken by the Board on this item.

F. DECLARATION OF FUTURE AGENDA ITEMS

1. Owner's Advisor Request for Proposal (RFP)
2. Bond Financing Process (Jon Isom)
3. Unit-23 Ambulance Financing
4. 2025 Board Officers Election and Committee Assignments

G. ADJOURNMENT

The meeting was adjourned at 10:10 am.

Note: The December Board meetings will be held on December 17, 2024.



OPERATIONS REPORT Board of Directors Meeting December 17, 2024

Operations Manager, Tim Nurge
Supervisors Michael Bryant and Paul Hoover

Operations Report for November 2024

Operations Manager Nurge:

- **Transport Activity Report** – For November 2024, there has been a decrease of eight (8) total incidents and a decrease of thirteen (13) incidents requiring transport compared to November 2023.
- **Response Times and Delays** – In November 2024, 95.8% of calls were responded to within ten (10) minutes. There were two (2) calls in which the response time was longer than the required ten minutes. One due to distance being located deep in Lodge Hill West and the other due to a unit returning from out of the area.
- **San Luis Ambulance (SLA) Transports/Coverage** – In November 2024, San Luis Ambulance had (0) Code-3 and (0) Code-2 calls in the CCHD service area. San Luis Ambulance was dispatched to “move up and cover” Cambria eleven (11) times Code-8 and (0) times Code-11 for a total time covering the CCHD response area of 4 hours and 45 minutes.

CCHD responded to six (6) Code-3 and zero (0) Code-2 calls in the San Luis Ambulance service area. CCHD crews were dispatched to “move up and cover” the San Luis Ambulance service area thirty (30) times Code-8 and zero (0) times Code-11 for a total time covering the San Luis Ambulance service area of 9 hours and 15 minutes.

- ❖ Code 2 Call - Emergency call that does not require the use of lights and sirens to respond
- ❖ Code 3 Call - Emergency call that requires the use of lights and sirens to respond
- ❖ Code 8 Call - A term used when an ambulance is staged (parked) between two response areas. (Summit/Via Creek)
- ❖ Code 11 Call – A term used when an ambulance is staged (parked) between two response areas. (Areas 2, 3 & 5)

- **Monterey County Calls** – CCHD crews responded to zero (0) calls in Monterey County during November 2024 compared to two (2) calls in November 2023. Currently, the CCHD is the only ALS Agency to cover the southern area of coastal Monterey County. District staff monitor regular updates from Caltrans regarding the Highway One road closure. Highway One is not expected to be fully reopened in 2024.
- **Staffing/Employees** – Two on-duty crews enjoyed a Thanksgiving holiday dinner from Linn’s Restaurant. The District will also provide holiday dinners for on-duty crews for both Christmas Eve and Christmas Day.

The District has one EMT completing her paramedic internship and will be promoted to a full-time Paramedic position in early 2025. Another District EMT will begin paramedic school in January 2025.

- **Recruitment** – Operations Manager Nurge received applications from two District Reserve employees for the open position of a full-time paramedic. Interviews are scheduled for December, and the selected candidate will start January 1, 2025.
- **Training** – District paramedics are in the process of completing the required EMSA annual training. In addition, a CCHD-specific training module is being developed to assist staff with new protocol updates that take effect on January 1, 2025.
- **IT** – Office Manager Harley coordinated setting up a VPN and shared drive that allows District staff to access common files.
- **Outreach** – District crew members attended the Farmer’s Market and demonstrated Hands-On CPR on November 9, 2024, which was well received. The next Farmer’s Market Hands-On CPR is December 13, 2024.
- **Other** – District staff are continuing to work with the SEIU Local 620 on updating the Policy Manual and SOP Manual.

District staff are working with Sheriff’s dispatch to update District radio channels/radio license.

Supervisor Bryant:

Equipment/ Medications: No report.

Supervisor Hoover:

Ambulance Unit Performance/Maintenance:

- Unit-18 – Regular maintenance performed
- Unit-20 – Regular maintenance performed
- Unit-21 – Regular maintenance performed

Ambulance Unit	Current Mileage
18	234,687
20	105,049
21	44,137
22	33,197

Controlled Substance:

- All units are stocked with required medication and supplies.
- A Controlled Substance Report was submitted to SLO EMSA.
- Supervisor Hoover has placed an order for Ketamine per the new SLO County EMSA pain management policy going into effect on January 1, 2025.

Facility/Station Repairs:

- Supervisor Hoover and Operations Manager Nurge have compiled a “needs” list from submissions gathered from CCHD crew members to assist with the planning of a new ambulance station.
- A new kitchen sink faucet was installed.

Equipment:

- Due to the new SLO County scene management policy going into effect on January 1, 2025, Supervisor Hoover has placed an order for magnetic radio call sign decals identifying assigned crews (i.e., Medic 11 and Medic 12) with an estimated total cost of \$600.

DISTRICT ACTIVITY REPORT PAGE 1

11/01/2024 through 11/30/2024

Incident Totals				Transport Totals			
	2024	2023	Change		2024	2023	Change
Dry Runs - w/Treatment	14	14	0	Local Patients	44	46	-2
Dry Runs - CX Enroute	19	17	2	Non-Local Patients	6	17	-11
Total Dry Runs	34	31	3	Total Patients	50	63	-13
Stand-bys	35	34	1	Medical Transports	42	58	-16
Public Assists/Relations	2	1	1	Trauma Transports	7	5	2
Walk-in Public Relations	2	1	1	Traffic Accidents	0	0	0
Total Incidents	122	130	-8	Total Transports	50	63	-13

Hospital Destinations

	2024	2023	Change
French	19	27	-8
Sierra Vista	27	32	-5
Twin Cities	1	4	-3
Rendezvous w/Heli	0	0	0
Facility Not-Listed	0	0	0
Trauma Center (Sierra Vista)	4	5	-1
STEMI Center (French)	0	1	-1

Monterey County Responses

	2024	2023	Change
Medical Transports	0	1	-1
Trauma Transports	0	1	-1
Dry Runs	0	0	0
Stand-bys	0	0	0
Total Incidents	0	2	-2

**Year-to-Date Comparison
Ambulance Response Statistics
From January 2024 to November 30 2024**

	2024	2023	Change
Total Responses	1290	1674	-384
Patients Transported	569	559	10
Total Dry Runs	322	394	-72
Dry Runs - w/Treatment	158	149	9
Dry Runs - CX Enroute	162	245	-83
Stand-bys	386	702	-316
Total Monterey County Incidents	15	15	0

DISTRICT ACTIVITY REPORT PAGE 2
11/01/2024 through 11/30/2024

San Luis Ambulance Activity

Code 8	=	11	
Code 11	=	0	
Code 2 calls	=	0	}
Code 3 calls	=	0	
(calls into CCHD response area)			
Total time SLAS covered CCHD area =		4 hrs	45 mins

Cambria Community Healthcare District Activity

Total time CCHD committed to other incidents (Month) =		100 hrs	9 mins
Code 8	=	30	
Code 11	=	0	
Code 2 calls	=	0	}
Code 3 calls	=	6	
(calls into SLAS response area)			
Total time CCHD covered SLAS area =		9 hrs	15 mins

Definitions:

Code 8 : Cover two areas

Example: -Code 8 Villa Creek means covering Morro Bay response area and Cambria response area

-Code 8 Hwy 46 Summit means covering Cambria response area and covering North County response area (i.e. Paso Robles, Templeton, Atascadero and outlying areas)

Code 11 : Covering one area

Example: -Code 11 Morro Bay means we are now only covering the Morro Bay response area (i.e. Cayucos, Morro Bay, Los Osos)

Code 2 : Non-Emergency Call

Code 3 : Emergency Call

Time-On-Task : TOT Refers to the amount of time committed to a call or task, more specifically, this is the amount of time a unit is unavailable to respond to a call in the District's response area only. Units may still be available for calls outside the District's response area during TOT periods depending on SLO County needs for mutual aid.



**Administrator/Finance Report
Board of Directors Meeting
December 17, 2024**

Linda Hendy, Administrator/Finance

Finance:

Reporting financial performance for November 2024 and the year-to-date fiscal year 2024/2025.

Income Statement:

November 2024 Monthly/Year-To-Date vs Budget

- **Income:** November net ambulance billing of \$76,055 was unfavorable to budget in the amount of \$6,112 bringing the year-to-date ambulance net billing of \$450,285 unfavorable to budget in the amount of \$17,543.
 - Ambulance transport activity in November was 50 versus 63 in the prior year.
 - In November, the District received a General and Special Tax revenue deposit of \$198,135 favorable to budget in the amount of \$33,135. Total year-to-date tax revenue of \$222,758 is favorable to budget in the amount of \$35,758.
 - Other Income: The District did not receive a dispatch request to provide services to Monterey County in November, noting a decrease in budgeted revenue in the amount of \$4,000 and year-to-date unfavorable to budget in the amount of \$6,000.
- **Expense:** Total expenses in November were \$3,411 favorable to budget, resulting in a favorable year-to-date variance of \$26,003.
 - Payroll Expenses: In November, payroll expenses were favorable to budget in the amount of \$853. Line-item *PERS Unfunded Liability* expense has increased monthly in the amount of \$5,978 bringing the year-to-date unfavorable to budget by \$29,908. A proposed budget adjustment for the increased expense will be presented to the Board of Directors in the Mid-Year Forecast in January.
 - Operating Expenses: November operating expenses were unfavorable to budget in the amount of \$268. Line-item *Dues and Subscriptions* is unfavorable to the budget due to the required payment to LAFCO. In 2023, the District was required to pay LAFCO \$5,249 and in this current fiscal year was required to pay \$6,987.
 - Fleet Expenses: November expenses were favorable to budget in the amount of \$1,906. Routine maintenance was performed on all ambulance units.
 - Other Expenses: November expenses were favorable to budget in the amount of \$652 and year-to-date favorable in the amount of \$8,585.

- **Net Income:** The November financials reflect a favorable net income vs budget for the month in the amount of \$26,423, primarily due to the timing of Tax Revenues, and favorable year-to-date net income versus budget in the amount of \$73,242.
- **Asset Payments/Cash Flow:** November financials reflect monthly payments of \$2,100 for medical equipment (Zoll Monitors) and \$3,625 for Ambulance Unit-22.

Other Business:

- Adam Guise, C.P.A. with Moss, Levy & Hartzheim, and his team conducted onsite auditing for the District's annual financial audit for the fiscal year 2023-2024. Administrator Hendy will be notified when the final draft is ready for review.
- The District has received a letter of resignation as District Legal Counsel from Adamski Moroski Madden Cumberland & Green LLP. The resignation is not related to any disagreement on any matter relating to the District's operations, policies, or practices. Administrator Hendy will provide a draft Request for Proposal (RFP) for Legal Counsel to the Board President for the first review and will schedule it as a future agenda item.
- Administrator Hendy and Office Manager Harley have provided administrative services to the New Ambulance Facility Committee, assisting with the draft Owner Advisor RFP, and gathering historical documents for facility planning.
- Work continues in updating the District's Standard Operating Procedures (SOP). Office Manager Harley successfully produced a draft copy indicating proposed updates vs current procedures. Three documents were forwarded to SEIU for review (Current, Proposed, and Redlined). An update will be provided at the January Board meeting.
- During the District's annual audit, an overpayment of \$157 for each of the six retirees' monthly insurance premiums was identified, and a correction has been put in place.

Cambria Community Healthcare District
Summary of Revenues and Expenses
NOVEMBER 2024, and Year-To-Date JULY-NOVEMBER 2024/2025

	November	November		July - November	July - November	
	Actual	Budget	Variance	YTD Actual	YTD Budget	Variance
Ambulance Revenue						
Ambulance Billings	295,363	350,000	(54,638)	1,748,675	1,735,000	13,675
Prior Year Income	-	-	-	-	-	-
Total Ambulance Income	295,363	350,000	(54,638)	1,748,675	1,735,000	13,675
Insurance Adjustments/Contra	(219,307)	(267,833)	48,526	(1,298,391)	(1,295,918)	(2,473)
Sent to Collections	-	-	-	-	(3,840)	3,840
Bad Debt	-	-	-	-	(2,500)	2,500
Ambulance Income	76,055	82,167	(6,112)	450,285	432,742	17,543
Tax Income						
General Tax	77,572	65,000	12,572	102,195	87,000	15,195
Special Assessment Tax	120,563	100,000	20,563	120,563	100,000	20,563
Total Tax Income	198,135	165,000	33,135	222,758	187,000	35,758
Other Income						
Monterey Contract	-	4,000	(4,000)	12,000	18,000	(6,000)
Rental Income	-	-	-	300	300	-
Misc. Income	25	100	(75)	90	500	(410)
Bad Debt Recovery	288	200	88	1,467	1,450	17
Grant Income	-	-	-	-	-	-
Interest Income	1	25	(24)	1,406	1,075	331
Donations	-	-	-	-	-	-
Donations -Amb. Procurement	-	-	-	-	-	-
Total Other Income	314	4,325	(4,011)	15,263	21,325	(6,062)
Total Income	274,504	251,492	23,012	688,306	641,067	47,239
Payroll Expenses						
Administration	16,933	15,420	(1,513)	80,562	77,100	(3,462)
Full Time Employees	65,932	75,500	9,568	347,335	388,500	41,165
Part Time Employees	17,046	14,000	(3,046)	96,555	70,000	(26,555)
Payroll Tax Expense	5,330	5,400	70	31,155	27,000	(4,155)
Employee Medical/Dental	17,671	17,500	(171)	91,402	87,500	(3,902)
PERS Pension Expense	8,281	9,200	919	36,390	43,000	6,610
PERS - Unfunded Liability	17,978	12,000	(5,978)	89,908	66,000	(23,908)
Uniforms	153	750	597	780	3,750	2,970
Workers Comp. Insurance	8,500	8,500	-	42,070	42,500	430
Retiree Health	8,343	8,750	407	43,279	43,750	471
Total Payroll Expense	166,167	167,020	853	859,435	849,100	(10,335)
Operating Expenses						
Contacted Services	-	-	-	-	-	-
Audit Fees	-	-	-	-	-	-
Billing Services	700	700	-	2,703	3,500	797
Other	-	360	360	-	1,800	1,800
Payroll Services	433	525	93	1,786	2,625	839
Total Contracted Services	1,133	1,585	453	4,489	7,925	3,436
Dues and Subscriptions	348	220	(128)	9,517	8,200	(1,317)
Education/Travel/Mileage	-	350	350	975	1,750	775
Election Expense	-	-	-	-	-	-
Facility Maintenance	1,371	1,000	(371)	3,790	5,000	1,210
Legal	-	1,000	1,000	1,350	5,000	3,650
Liability Insurance	6,500	6,500	-	18,000	32,500	14,500
License/Permits	613	500	(113)	1,421	2,500	1,079
Office and Computer Supplies	2,315	1,625	(690)	8,936	8,125	(811)
Storage	-	-	-	480	480	-
Training	-	450	450	663	2,250	1,587
Utilities	3,719	2,500	(1,219)	13,363	12,200	(1,163)
Total Operating Expenses	15,998	15,730	(268)	62,985	85,930	22,945

Cambria Community Healthcare District
Summary of Revenues and Expenses
NOVEMBER 2024, and Year-To-Date JULY-NOVEMBER 2024/2025

	November	November		July - November	July - November	
	Actual	Budget	Variance	YTD Actual	YTD Budget	Variance
Fleet Expenses:						
Communication Equipment	-	-	-	-	-	-
Fuel	2,721	3,000	279	12,889	15,000	2,111
Unit - 18	195	650	455	6,111	3,450	(2,661)
Unit - 20	119	-	(119)	557	500	(57)
Unit - 21	460	250	(210)	460	1,250	790
Unit - 22	147	200	53	1,686	2,100	414
Interest Expense	-	340	340	-	775	775
Medical Supplies/Equipment	3,625	5,000	1,376	21,564	25,000	3,436
Total Fleet Expenses	7,266	9,440	2,174	43,267	48,075	4,808
Total Operating Expenses	23,264	25,170	1,906	106,253	134,005	27,752
Other Expenses						
Bank and Credit Card Charges	216	300	84	1,402	1,500	98
Bond Expense	899	1,000	101	6,318	6,000	(318)
Contingency/Outreach/Public Ed.	341	500	159	862	2,500	1,638
Equipment	-	-	-	-	-	-
Miscellaneous	-	300	300	-	1,500	1,500
PP-GEMT Fee	-	-	-	18,372	24,000	5,628
Sales Tax	107	115	8	536	575	39
Total Other Expenses	1,563	2,215	652	27,490	36,075	8,585
Total Expenses	190,994	194,405	3,411	993,177	1,019,180	26,003
Net Operating Income	83,510	57,087	26,423	(304,871)	(378,113)	73,242
Other Income/Expense						
Grant /Equipment Procurement	-	-	-	-	-	-
Covid Relief	-	-	-	-	-	-
Total Other Income	-	-	-	-	-	-
Net Income	83,510	57,087	26,423	(304,871)	(378,113)	73,242

Asset Payments - Cash Flow 2024-2025

Asset Monthly Payments	Nov Actual			July - November		
Zoll Monitors	(2,100)	(2,100)	-	(8,400)	(8,400)	-
Ambulance Unit 22	(3,625)	(3,625)	-	(14,500)	(14,500)	-
Net Income less Asset Expense	77,785	51,362	26,423	(327,771)	(401,013)	73,242

Cambria Community Healthcare District Monthly Banking Financial Report

NOVEMBER 2024

Pacific Premier Bank Operating Account

Beginning Balance	\$	85,366.23	
Income		294,238.03	
Tax Income			
Less Checking Expenses		(242,111.14)	
Bank Fee(s)		(6.75)	
Ending Balance			<u>\$ 137,486.37</u>

Pacific Premier Bank Money Market Account Reserve Account

Beginning Balance	\$	70,188.53	
Transfer to Operating Account		(50,000.00)	
Interest		1.47	
Ending Balance			<u>\$ 20,190.00</u>

Local Agency Investment Fund Account Operating Reserves

Beginning Balance	\$	59,845.92	
Transfer from Operating Account		(50,000.00)	
Interest		709.71	
Ending Balance			<u>\$ 10,555.63</u>

ALL ACCOUNTS TOTAL

\$ 168,232.00

PPB Trust Account

Beginning Balance	\$	54,279.57	
Deposit		-	
Less Checking Expense		-	
Bank fee (paper statement)		(2.00)	
Withdrawal payables(Qgiv)		-	
Ending Balance			<u>\$ 54,277.57</u>

Accounts Prior Year Total Comparison (Not including Trust Account)

NOVEMBER	2024	\$	198,125.67
NOVEMBER	2023	\$	<u>152,365.67</u>
Difference		\$	45,760.00

Cambria Community Healthcare District

Transaction Detail by Account

November 2024

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	AMOUNT
11200 PP (5645) Operating					
11/03/2024	Check		Payroll People	Payroll 10/16/24-10/31/2024 Pay Day 11/05/2024	-46,871.05
11/05/2024	Expense		EDIS		-20.00
11/06/2024	Bill Payment (Check)	3540	The Mobile Oil Changers	Service Orders# 3888 & 3889	-774.00
11/06/2024	Bill Payment (Check)	3542	Life Assist		-443.61
11/06/2024	Bill Payment (Check)	ACH	PG&E - ending in 816-2	Acct# 3886196816-2	-401.54
11/06/2024	Bill Payment (Check)	3544	Streamline	Invoice# 8A432981-0025	-249.00
11/06/2024	Bill Payment (Check)	ACH	PG&E - #A ending 348-9	Acct# 9976402348-9	-237.01
11/06/2024	Bill Payment (Check)	3546	SEIU Local 620		-209.52
11/06/2024	Bill Payment (Check)	3541	Antonio Mercado	Facility Landscaping	-150.00
11/06/2024	Bill Payment (Check)	3545	Wex Bank	Invoice# 99000238	-140.17
11/06/2024	Bill Payment (Check)	3543	SpectrumVoIP	Acct# *****8304	-21.32
11/06/2024	Bill Payment (Check)	ACH	PG&E - ending 810-8	Acct# 5179258810-8	-20.61
11/06/2024	Bill Payment (Check)	ACH	PG&E - ending 135-3	Acct# 4378486135-3	-11.47
11/07/2024	Check	3547	PG&E	Voided - Submit Voided Check to PGE	0.00
11/07/2024	Bill Payment (Check)	ACH	WEX Bank -	Invoice # 92521792	-2,136.97
11/08/2024	Bill Payment (Check)	ACH	CalPERS Fiscal Services Division		-20,281.62
11/08/2024	Bill Payment (Check)	3555	SDRMA WC	Member# 7576 W/C invoice	-8,500.00
11/08/2024	Bill Payment (Check)	3554	SDRMA P/L	Member# 7576 P/L invoice	-6,500.00
11/08/2024	Bill Payment (Check)	3557	Zoll Medical Corp.		-2,998.42
11/08/2024	Bill Payment (Check)	Ach	FNBO	Acct #s ending in 1532 & 1585	-2,634.84
11/08/2024	Bill Payment (Check)	3548	BoundTree Medical		-996.48
11/08/2024	Bill Payment (Check)	ach	FNBO	Acct #s ending in 1532 & 1585	-602.44
11/08/2024	Bill Payment (Check)	3553	MP Cloud Technologies		-599.00
11/08/2024	Bill Payment (Check)	ach	FNBO	Acct #s ending in 1532 & 1585	-503.78
11/08/2024	Bill Payment (Check)	3549	Cal-Tec Computers		-420.00
11/08/2024	Bill Payment (Check)	3558	Pacific Cntrl Coast Hlth Cntrs		-230.00
11/08/2024	Bill Payment (Check)	3552	Mission Country Disposal	Acct# 4130-8101951	-211.02
11/08/2024	Bill Payment (Check)	3551	Graybar Financial Services	Contract# 100-5910031-001	-163.24
11/08/2024	Bill Payment (Check)	3556	SLO County EMS Agency		-67.00
11/08/2024	Bill Payment (Check)	3550	Cambria Hardware Center	Acct# 205	-51.45
11/12/2024	Expense		WORLDPAY CC		-115.37
11/13/2024	Bill Payment (Check)	ACH	CalPERS Fiscal Services Division		-15,418.43
11/13/2024	Bill Payment (Check)	ACH	CalPERS Fiscal Services Division		-1,359.17
11/13/2024	Bill Payment (Check)	ACH	CalPERS Fiscal Services Division		-652.75
11/13/2024	Bill Payment (Check)	ACH	CalPERS Fiscal Services Division		-490.58
11/13/2024	Bill Payment (Check)	ACH	CalPERS Fiscal Services Division		-76.83
11/14/2024	Check	ACH	CalPERS Fiscal Services Division		-5,593.52
11/14/2024	Check	ACH	CalPERS Fiscal Services Division		-1,324.50
11/14/2024	Check	ACH	CalPERS Fiscal Services Division		-1,139.56
11/14/2024	Check	ACH	Deluxe Check Printer		-427.72
11/14/2024	Check	ACH	CalPERS Fiscal Services Division		-75.00
11/14/2024	Bill Payment (Check)	3566	Zoll Medical Corp.		-2,091.08
11/14/2024	Bill Payment (Check)	3560	Ameritas Life Insurance Corp.	Policy# 58022-00001 and 00002	-1,319.16
11/14/2024	Bill Payment (Check)	3562	Kitzman Water (Culligan)	Acct# **0231	-67.00
11/14/2024	Bill Payment (Check)	3561	BoundTree Medical		-2,005.13
11/14/2024	Bill Payment (Check)	ACH	CalPERS Fiscal Services Division		-1,750.00
11/14/2024	Bill Payment (Check)	3559	Airgas West		-789.01
11/14/2024	Bill Payment (Check)	3563	Potter Plumbing		-683.07
11/14/2024	Bill Payment (Check)	3564	Streamline	Invoice# 8A432981-0025	-249.00
11/14/2024	Bill Payment (Check)	3565	Wells Fargo Vendor Financial Services	Cust# 1051980762	-191.98
11/14/2024	Bill Payment (Check)	ACH	Pitney Bowes		-35.00
11/15/2024	Check	3567	Kenneth P. Butterfield		-30.00
11/18/2024	Bill Payment (Check)	3569	Integrity Security & Integrated Systems, Inc.	Inv# 47151	-210.00
11/18/2024	Bill Payment (Check)	3571	SDRMA WC	Member# 7576 W/C invoice	-8,500.00
11/18/2024	Bill Payment (Check)	3570	SDRMA P/L	Member# 7576 P/L invoice	-6,500.00

Cambria Community Healthcare District

Transaction Detail by Account

November 2024

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	AMOUNT
11/18/2024	Bill Payment (Check)	3568	Adamski Moroski Madden Cumberland & Green		-725.00
11/18/2024	Bill Payment (Check)	3572	Shelley Harper	DMV PE reimbursement	-250.00
11/18/2024	Bill Payment (Check)	3573	SpectrumVoIP	Acct# *****8304	-21.50
11/19/2024	Bill Payment (Check)	3575	SEIU Local 620		-209.52
11/19/2024	Bill Payment (Check)	3574	Mutual of Omaha	Group ID# G000BZ6W	-168.00
11/20/2024	Check		Payroll People	Payroll 10/16/24-10/31/2024 Pay Day 11/05/2024	-46,899.15
11/21/2024	Check	ACH	CalPERS Fiscal Services Division		-75.00
11/25/2024	Expense		EDIS		-10.50
11/26/2024	Bill Payment (Check)	3580	Danny Takaoka		-2,395.12
11/26/2024	Bill Payment (Check)	3579	Daniel Cariaga		-1,670.38
11/26/2024	Bill Payment (Check)	3582	Heidi Holmes-Nagy		-1,025.14
11/26/2024	Bill Payment (Check)	3588	Donald Melendy		-717.04
11/26/2024	Bill Payment (Check)	3581	Denise Coddling		-679.53
11/26/2024	Bill Payment (Check)	3576	CCSD	Acct# 450-0245-001	-579.24
11/26/2024	Bill Payment (Check)	3586	Verizon Wireless	Acct# 271000184-00002	-445.87
11/26/2024	Bill Payment (Check)	3577	Charter Communications	Acct# *****4228	-426.50
11/26/2024	Bill Payment (Check)	3578	Coastal Copy	Acct# CC45	-395.26
11/26/2024	Bill Payment (Check)	3587	Wex Bank		-225.17
11/26/2024	Bill Payment (Check)	3585	Templeton Uniforms, LLC		-152.81
11/26/2024	Bill Payment (Check)	3584	Mr. Jeremy Kantner		-36.00
11/26/2024	Bill Payment (Check)	3583	Henry Schein Inc.		-192.04
11/26/2024	Bill Payment (Check)	3589	Timothy Nurge	Purchase & mileage reimbursement	-53.53
11/26/2024	Expense		EDIS		-56.48
11/27/2024	Check	ACH	CalPERS Fiscal Services Division		-5,568.57
11/27/2024	Check	ACH	CalPERS Fiscal Services Division		-1,324.50
11/27/2024	Check	ACH	CalPERS Fiscal Services Division		-1,139.56
11/27/2024	Bill Payment (Check)	ACH	CalPERS Fiscal Services Division		-15,398.33
11/27/2024	Bill Payment (Check)	ACH	CalPERS Fiscal Services Division		-1,359.17
11/27/2024	Bill Payment (Check)	ACH	CalPERS Fiscal Services Division		-652.75
11/27/2024	Bill Payment (Check)	ACH	CalPERS Fiscal Services Division		-490.58
11/27/2024	Bill Payment (Check)	ACH	CalPERS Fiscal Services Division		-76.83
11/28/2024	Bill Payment (Check)	ACH	KS StateBank		-3,621.48
11/29/2024	Bill Payment (Check)	ACH	WEX Bank -	Invoice # 92521792	-2,495.35
11/29/2024	Expense		Pacific Premier Bank		-6.75
Total for 11200 PP (5645) Operating					\$ -237,082.07



CAMBRIA COMMUNITY HEALTHCARE DISTRICT
BOARD AGENDA STAFF REPORT – 01

TO: Board of Directors
FROM: Dr. Laurie Mileur, Director
DATE: December 17, 2024
DESCRIPTION: Isom Advisors, Bond Measure C-24

FISCAL IMPACT

None at this time.

DISCUSSION

In February 2022, the District contracted with Isom Advisors to provide Bond consulting services for a proposed new ambulance station. Managing Principal, Jon Isom, will present to the Board of Directors a recap of the successful Bond Measure C-24 and Isom Advisors' transition from Bond Advisor to Financial Advisory Services for the District.

ATTACHMENT(S)

None at this time.

BOARD ACTION

None at this time.

Place Holder Isom Advisors Powerpoint



CAMBRIA COMMUNITY HEALTHCARE DISTRICT
BOARD AGENDA STAFF REPORT – 02

TO: Board of Directors
FROM: Cecilia Montalvo, President
DATE: December 17, 2024
DESCRIPTION: Appointments to Board Committees

RECOMMENDATION

The President of the Cambria Community Healthcare District Board will propose appointments for the Chairs of the following committees:

1. **Finance Committee**
Current: Iggy Fedoroff
Appointed:
2. **Property & Facilities Committee**
Current: Bruce Mumper
Appointed:
3. **Healthcare Advocacy & Outreach Committee**
Current: Dawn Kulesa
Appointed:
4. **Development Committee**
Current: Laurie Mileur
Appointed:

FISCAL IMPACT

None at this time.

DISCUSSION

Each year, the Board President proposes appointments for Board members to Chair District committees.

ATTACHMENT(S)

None at this time.

BOARD ACTION

Motion to approve Board members to Chair identified committees for 2025.

UNANIMOUS: __

MONTALVO__MILEUR__FEDOROFF__MUMPER__KULESA__



CAMBRIA COMMUNITY HEALTHCARE DISTRICT
BOARD AGENDA STAFF REPORT – 03

TO: Board of Directors

FROM: Dr. Laurie Mileur, Director

DATE: December 17, 2024

DESCRIPTION: Request for Proposal (RFP) for Owner Advisor Services for the New Ambulance Station

RECOMMENDATION

Approval of the Draft Request for Proposal (RFP) for Owner Advisor Services for the New Ambulance Station.

FISCAL IMPACT

None at this time.

DISCUSSION

With the passing of Bond Measure C-24 on November 5, 2024, the District can now proceed with plans to build a new ambulance station. The Ambulance Station Ad-Hoc Committee has concluded the initial step of the project by identifying the need to hire an Owner Advisor.

The role of the Owner Advisor is to recommend to the District the Basic Services that in its professional judgment are necessary and appropriate for all Project phases.

- Project Planning Phase
- Procurement Phase
- Preconstruction Phase
- Construction and Close-out Phases

The attached Draft Request for Proposal for Owner Advisor Services is provided for Board review and approval.

ATTACHMENT(S)

1. Draft Request for Proposal for Owner Advisor Services.

BOARD ACTION

Motion to approve the proposed Request for Proposal for Owner Advisor Services for the new ambulance station.

UNANIMOUS: __

MONTALVO__MILEUR__FEDOROFF__MUMPER__KULESA__



REQUEST FOR PROPOSAL
for
OWNER ADVISOR SERVICES
CCHD NEW AMBULANCE STATION
2515 Main Street, Cambria, CA 94328

The Cambria Community Healthcare District (District) is inviting qualified firms to submit proposals to provide Owner Advisor Services for the CCHD New Ambulance Station project. The new station will be located at the same site as the existing facility at 2515 Main Street, Cambria, CA. The District will occupy a portion of the existing facility/site and maintain normal business and ambulance operations throughout construction of the new station. Prefabricated building construction will be considered. Project delivery method to be determined: Design-Build or Progressive Design-Build.

This Request for Proposal (RFP) is posted on the Cambria Community Healthcare District website at: <https://cambriahealth.specialdistrict.org/bids-proposals>

A pre-submittal job site meeting will be held at 2:00 PM, Tuesday, January 14, 2025. Attendance at this meeting is recommended but not mandatory.

If your firm is interested and qualified, please submit your proposal in accordance with the RFP submission requirements.

Proposals must be received no later than: 2:00 PM, Wednesday, January 29, 2025.

Questions regarding the content of this RFP must be made in writing and directed to:
Linda Hendy, District Administrator lhendy@cambria-healthcare.org

Thank you for your interest.

TABLE OF CONTENTS

Introduction	3
Background	3
Project Description	4
Owner Advisor – Scope of Services	5
Owner Advisor - Schedule and General Requirements	6
Format, Content, and Submission Requirements	7
Evaluation and Selection Process	9
Exhibit A: Listing of Existing Documents	12
Exhibit B: Sample Fee Schedule Template	13
Exhibit C: Sample Agreement	14
DBIA Document No. 501: <i>Standard Form of Contract for Design-Build Owner Advisor Services (13 pages)</i> <i>Exhibit A – Scope of Services (7 pages)</i>	

DRAFT

INTRODUCTION

The Cambria Community Healthcare District (District) is a public, tax and fee-supported Special District authorized under Sections 32000-32003 of the California Health and Safety Code. The District operates an Advanced Life Support ambulance service and provides community health education. The District's mission is to improve the health of District residents by providing emergency services, improving access to care, and promoting wellness. Administrative and financial oversight is provided by a locally elected five-member Board of Directors.

The District includes the seaside villages of Cambria and San Simeon and outlying agricultural and recreation areas. The local population of 6,520 full-time residents is primarily made up of retired seniors and working families. The District office and EMS operations are located in Cambria, which lies 35 miles north of the county seat in San Luis Obispo and midway between San Francisco and Los Angeles on California Highway 1. A popular vacation destination, the area hosts approximately one million visitors annually.

BACKGROUND

The District owns and operates the existing buildings and grounds located at 2515 and 2535 Main Street, Cambria, CA (APN 013-241-024). The ambulance station and administrative offices are located at 2515 Main Street, Suites A&C. Suite B is currently vacant.

The site is an approximate 0.94-acre parcel, of which the southern portion (approximately 0.45-acre) facing Main Street is flat and developed, while the remaining northern portion is steeply up-sloped, wooded and undeveloped. Improvements include: two permanent buildings – 2515 and 2535 Main Street, two free-standing sheds, antenna, wood catchment wall, paved parking and walkways, and landscaping.

2535 Main Street. In 2017, heavy rains caused a surficial slope failure and damage to a portion of the existing wood catchment wall adjacent to the building. The building was taken out of service for human occupancy and is currently being used for storage.

2515 Main Street. Originally constructed as medical offices in the 1950s and enlarged in 1967. The 1950s building (Suites B & C) is single-story, slab on grade with reinforced concrete block masonry walls and a wood-framed roof diaphragm. The 1967 addition (Suite A) is a single-story, slab on grade, with wood-framed walls and roof. Total building area is approximately 3,760 gross square feet (gsf), of which the original building is 2,840 gsf and the addition 920 gsf.

The existing facility does not meet current operational and space needs. There have been no past projects to upgrade the building or systems to comply with current building, fire, and energy codes, ADA, etc. Asbestos, lead and other hazardous materials are present.

In 2021, a third-party facility needs assessment determined the best cost/benefit option would be construction of a new ambulance station rather than renovating the existing facility.

Project funding will come from a \$5.9M general obligations bond, approved by voters in November 2024, and an additional \$1.0M grant from the U.S. Department of Agriculture.

PROJECT DESCRIPTION

- Net Available Project Funding: \$6.5 M 100%
- Building/Site Construction: \$5.3 M 82% Prefab Building, includes design
- Soft Costs: \$0.6 M 9%
- Furniture, Fixtures & Equip: \$0.1 M 1%
- Contingency Reserve: \$0.5 M 8%

- DB/PDB Notice to Proceed: June 2025 target
- Construction Start: March 2026 target
- Construction Finish: July 2027 target
- Planned Building Floor Area: 4,200 gross square feet

1. Existing (Project Related) Reference Documentation. Download from District’s website. Please refer to EXHIBIT A – Listing of Existing Documents.
2. Regulatory Compliance: All design, construction, procurement and performance of services shall comply with all applicable Local, County, Regional, State, and Federal codes, regulations, and standards. Building must conform to California Health & Safety Code - Essential Services Building. Project is located in Cambria East Village Historic District. Project must comply with USDA Rural Development grant program requirements (7 CFR, Part 3570, Subpart B-Community Facilities Grant Program).
3. Ambulance Station: Includes programmed rooms and areas for Administration, Crew Quarters, Ambulance Bays, and non-programmed areas necessary for a complete and functional facility. Please refer to District’s current Functional and Space Programs (listed in EXHIBIT A). Prefabricated building construction will be considered as an option to stick-built construction. Roof-mounted solar and energy storage system to comply with energy code minimum capacity requirements.
4. Site Improvements: Generally, includes required paved parking, driveways and walkways; minimal landscaping and parking screen walls; on-site storm runoff treatment as required, trash enclosure, lighting, signage; Main Street improvements in public Right-of-Way: curb, gutter, sidewalk, and street paving along frontage is County of San Luis Obispo mandatory requirement for this project.
5. Phasing and District Occupancy During Construction: Demolition of existing buildings and site improvements will be phased in a manner that allows District to continuously occupy 2515 Main Street, Suites B and C, and a portion of the site throughout construction of the new Ambulance Station, and in a manner that does not impair District’s normal business and emergency medical services operations. The District will also provide space in Suite C for Owner Advisor’s field office. The District will vacate Suite A prior to start of construction to allow demolition of the 1967 addition, which will create additional buildable area for the new Ambulance Station. The original 1950s structure (Suites B and C) will be demolished after District’s move-in to the new Ambulance Station.

OWNER ADVISOR – SCOPE OF SERVICES

1. General. Owner Advisor will recommend to District, the Basic Services that in its professional judgement are necessary and appropriate for all Project phases. Please refer to EXHIBIT C – SAMPLE AGREEMENT. Note – DBIA Document No. 501, *Standard Form of Contract for Owner Advisor Services – Exhibit A: Scope of Services* provides listing and description of specific tasks the Owner Advisor may choose to recommend to District.
2. Project Planning Phase
 - 2.1 Review and validate District’s existing planning and programming, studies and reports.
 - 2.2 Recommend a project delivery method, either Design-Build (DB) or Progressive Design-Build (PDB), then assist District in presenting recommended project delivery method to the District’s Board of Directors for approval.
3. Procurement Phase

If Progressive Design Build delivery method approved by Board of Directors:

 - 3.1 Determine if existing documentation is sufficiently clear and complete to convey design intent to prospective Progressive Design-Builders; assist in the production of any additional material needed to clarify or complete design intent.
 - 3.2 Assist in preparation, issuance, and management of the Request for Qualifications (RFQ) to prospective Progressive Design-Builders.
 - 3.3 Assist in the qualifications-based evaluation and selection of the Progressive Design-Builder and any subsequent negotiations leading to their initial contract.

If Design-Build delivery method approved by Board of Directors:

 - 3.4 Produce conceptual design drawings and specifications to include in an RFQ/RFP to prospective Design-Builders.
 - 3.5 Assist in the evaluation and selection of the Design-Builder and any negotiations leading to a guaranteed maximum price contract.
4. Preconstruction Phase. Facilitate and manage communication and coordination between District and Design-Builder or Progressive Design-Builder during design development and production of construction documents.

Additionally, if Progressive Design-Build project delivery:
Assist with analysis and negotiation of Progressive Design-Builder’s price, schedule, and design leading to a guaranteed maximum price contract.
5. Construction and Close-out Phases. Facilitate and manage communication and coordination between District and Design-Builder or Progressive Design-Builder during construction.
 - 5.1 Provide services needed to ensure proper close-out of Project.

OWNER ADVISOR - SCHEDULE and GENERAL REQUIREMENTS

RFP SCHEDULE	TIME/DATE
RFP Issued	Monday, January 06, 2025
Pre-Submission Job Walk	Tuesday, January 14, 2025 2:00 P.M.
Final Date for Questions	Friday, January 24, 2025 5:00 P.M.
RFP SUBMISSION DUE DATE/TIME	Wednesday, January 29, 2025 2:00 P.M.
Unsealing of Proposals	Wednesday, January 29, 2025 3:00 P.M.

EVALUATION, SELECTION, & AWARD	DATE
Evaluation of Proposals - Complete	Friday, January 29, 2025 estimated
Interviews (if needed)	Wednesday, February 5, 2025 estimated
Negotiations - Complete	Wednesday, February 12, 2025 estimated
Contract Award	Monday, February 17, 2025 estimated

1. **Qualifications:** Proposing Firm must meet the following minimum qualifications:
 - 1.1 Be licensed to practice architecture or engineering in California, or California Class B general contractor, license active and in good standing.
 - 1.2 Be familiar with all applicable, Local, County, Regional, State, and Federal codes, regulations, ordinances, and standards.
 - 1.3 Have past experience providing Owner Advisor or comparable services for design-build and/or progressive design-build ambulance or fire station or similar public safety projects.
 - 1.4 Possess in-house architectural, engineering, cost estimating and scheduling services or have ability to subcontract for those services as may be needed for this project.
 - 1.5 Provide a quality project team capable of competently and efficiently performing the services needed for this project.
 - 1.6 Understand the District's intent, goals, objectives, space and functional program requirements, and project constraints.
2. **Communications:** Direct all communications concerning this RFP to: Linda Hendy, District Administrator, lhendy@cambria-healthcare.org.
3. **Questions:** Submit questions pertaining to the content of this RFP in writing through the District's website: <https://cambriahealth.specialdistrict.org/bids-proposals>. Questions submitted after Final Date for Questions may not be considered. The District will post responses to questions on the District's website. The District reserves the right to determine the appropriateness of questions that will be answered and posted on the website.
4. **Addenda:** Any modifications or clarifications to this RFP will be by addenda posted on the District's website. Proposing Firm is responsible for monitoring the District's website for any addenda that may be issued during the pre-submission period. No addenda will be issued within 24-hours of the RFP Submission Due Date/Time.
5. Proposals received after the RFP Submission Due Date/Time will be rejected and not evaluated.

6. Proposing Firm shall bear all costs incurred in the preparation and submission of proposal and related documentation. Fee Proposals shall remain firm for minimum one hundred and twenty, (120) calendar days following Proposal Submission Due Date/Time.
7. Ownership and Use: All documents submitted to the District in response to this RFP will become the District's exclusive property. The District may use any or all ideas or concepts presented in any proposal or interview without restriction and without conversation to all applicants, except where noted as "Proprietary Information" as defined by the California Public Records Act.
 - 7.1 The District will not honor any attempt by the proposing Firm to designate its entire proposal as "Proprietary Information."
8. Exceptions and Deviations: Any exceptions to or deviations from the requirements set forth in this RFP must be declared in the proposal submitted by the proposing Firm. Such exceptions or deviations must be segregated as a separate element of the proposal response under the heading "Exceptions and Deviations." The District may waive any immaterial deviation or defect in a proposal.
9. Conflict of Interest: Proposing Firm warrants that no District official or employee has an interest, been employed, or retained to solicit, or aid in the procuring of the resulting contract, nor that any such person will be employed in the performance of such contract without immediate divulgence of such fact to the District.
10. Firms submitting proposals shall warrant that their offer is made without any previous understanding, agreement or connection with any person, firm or corporation submitting a separate proposal for the same project and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action. This condition shall not apply to proposals that are submitted by firms who have partnered with others to submit a cooperative proposal that clearly identifies a primary consultant and the associated subconsultants.
11. The District reserves the right to withdraw the RFP in whole or in part, at any time and for any reason. Submission of a proposal confers no rights upon a proposing Firm and does not obligate the District in any manner.
12. The District reserves the right to award no contract and to solicit additional offers at a later date.

FORMAT, CONTENT, and SUBMISSION REQUIREMENTS

1. Proposals must be formatted and contain all required content specified below. Incomplete proposals or proposals that deviate from required format and content may be deemed non-responsive and eliminated from further consideration.
2. Proposal Formatting:
 - 2.1 Include on each page in the header or footer: "CCHD Ambulance Station – Owner Advisor Services Proposal," name of Firm, date [RFP Submission Due Date].
 - 2.2 Consecutively number each page.
 - 2.3 Portrait orientation print and electronic files, 8 ½" x 11" paper size. Single or double-sided printing. Comb, spiral, or wire-o edge bind.
 - 2.4 Tabs for each section heading below are optional.

3. Proposal (Bound) Contents:

Letter of Interest. Include a dated Letter of Interest indicating the legal name of the Firm(s), address, telephone, emails, and the name, title, and signature of the person(s) authorized to submit the Proposal on behalf of the Firm. The Letter of Interest should provide a brief statement of Firm's experience and unique background and qualities, its personnel, its subconsultants, and why the Firm will be a good fit for the District and services provider.

Table of Contents. Following the Letter of Interest, a table of contents of the material contained in the Proposal.

Exceptions and Deviations. List any exceptions and deviations from the requirements of the RFP and a brief explanation for each. If none, state "None."

Firm Information. Provide a comprehensive description of the services offered by the Firm, which should include a brief history of the Firm, number of years in business and types of business conducted, and if a joint venture, of each participating Firm. Identify legal form, ownership, and senior officials of Firm(s).

Understanding and Approach. Provide statement of understanding describing Firm's understanding of the Project's scope, design intent, constraints and unique requirements, project delivery methods, and Firm's approach to providing quality, efficient and cost-effective services for the Project.

Project Team. Include resumes of key project team personnel that will perform the services. Define each person's role and responsibilities, their availability and any other commitments that may compete with their availability to service this project. Identify which person(s) will serve as primary contact(s). A project organizational and staffing chart is optional.

Reference Projects. Identify at least three but no more than six projects performed in the past five years by Firm that are similar or in some way analogous to the new Ambulance Station project and/or Owner Advisor's scope of work. Include client contact information.

4. Fees and Compensation

4.1 Fee Proposals. Do not bind with other Proposal content. Submit Fee Proposals in separate sealed envelope. Only the fee proposals from the top-ranked firm(s) will be unsealed.

4.2 Provide two Fee Proposals, one for each delivery method being considered for this project: Design-Build and Progressive Design-Build.

4.3 Fee basis for Basic Services. Not-to exceed amount equal to the estimated cumulative hours devoted by Owner Advisor and subconsultant personnel multiplied by the hourly rate for each applicable billing category.

4.4 Identify and provide an estimated allowance for direct reimbursable costs.

4.5 Identify any other fees, costs, or expenses not noted above for which the Firm would be seeking compensation.

4.6 Categorize fee by phases as described in the OWNER ADVISOR – SCOPE OF SERVICES section of the RFP: Planning Phase, Procurement Phase, Construction and Close-out Phases.

Please refer to EXHIBIT B – SAMPLE FEE SCHEDULE TEMPLATE. The use of sample template is optional. Please follow the sample’s categorization and fee breakdown structure if using a different template.

5. Other Documentation. Applies only to the top-ranked Firm the District wishes to contract with. When notified by District, after negotiations and before contract signing, provide the following documents:
 - 5.1 Litigation. For submission to District’s Legal Counsel, a statement of ALL litigation and claims filed against Firm in the past five years. Briefly indicate the nature of the claim(s) and the resolution, if any.
 - 5.2 Financial Statement. For submission to District’s Financial Advisor. Include a certification of correctness or other documentation demonstrating the Firm’s financial resources and stability. This information may be exchanged privately between Firm and District’s Financial Advisor.
 - 5.3 Owner Advisor Insurance. Furnish proof (Certificate of Insurance) for the coverages and amounts specified in EXHIBIT C – SAMPLE AGREEMENT: *Standard Form of Contract for Design-Build Owner Advisor Services*; 6.4 *Owner Advisor Insurance*.
6. Proposal Submission Requirements
 - 6.1 Submit Proposal (cover letter, table of contents, firm information, understanding and approach, project team, reference projects) and Fee Proposals in two separate, sealed envelopes, clearly labeled as follows:

PROPOSAL
CCHD Ambulance Station – Owner Advisor Services
[Firm name]

FEES
CCHD Ambulance Station – Owner Advisor Services
[Firm name]
 - 6.2 Submit six (6) hard copies of Proposal and Fees. Hard copy submissions must be received no later than the RFP Submission Due Date/Time. Proposals received after the RFP Submission Due Date/Time will not be considered and will be returned, unopened. Submit to:

Cambria Community Healthcare District
2515 Main Street, Suite A
Cambria, CA 94328
 - 6.3 Electronic Copy. District will notify Firm(s) whose proposal has been accepted for evaluation and furnish instructions for uploading their electronic .pdf copy to the District’s website. The electronic copy must be identical to the hard copy.

EVALUATION AND SELECTION PROCESS

1. PROPOSAL envelopes will be unsealed in public. FEES envelopes will remain sealed and unsealed as described below.

2. District reserves the right to accept or reject all or part of a proposal. Illegible proposals or writing shall be deemed non-responsive and will not be evaluated. A proposal with missing or inconsistent information may be considered non-responsive and may not be evaluated. The District shall be the sole judge in determining the acceptability of the proposal. The District also reserves the right to reject any or all proposals in part or in whole and to waive technicalities.
3. Submission of a proposal does not guarantee a subsequent selection will occur, or that any contract will be awarded.
4. Proposals will be evaluated and scored by the District’s Selection Committee based on the Proposal Evaluation Criteria below.

PROPOSAL EVALUATION CRITERIA:	Weight
Understanding of Project’s scope of work, constraints, regulations, budget and schedule	25%
Understanding of District’s Functional and Space Programs, design intent	15%
Approach to providing quality, efficient, cost-effective services within budget and schedule, and to facilitate seamless communication and coordination between District and Design-Builder	30%
Project team overall quality, team members’ technical capabilities, experience and availability	15%
Firm and project team members’ experience with similar projects	15%
TOTAL	100%

5. Interviews: District Selection Committee may invite any or all or none of the Firms submitting a proposal for an interview. The Firm’s proposed Team Members will be expected to attend. Interviews will be evaluated on the basis of the Firm’s presentation of its Proposal and Team members responses to Selection Committee’s questions. Selection Committee may request the Firm furnish additional references or other information. Following the interviews, if any, Selection Committee may adjust scoring and finalize rankings to determine, in their opinion, the most qualified Firm.
6. Selection: Will be based on final ranking of the Proposal Evaluation, interview and outcome of subsequent contract negotiation.
7. Negotiations: District may negotiate fees for Owner Advisor Services for both project delivery methods – Design-Build and Progressive Design-Build with the most qualified firm. District will notify the successful Firm of its selection and provide written instructions for the fee negotiation to proceed in an orderly fashion.
 - 7.1 Selection Committee will unseal the successful Firm’s FEES envelope while all remaining Firms’ FEES envelopes will stay sealed.

7.2 If District is unable to negotiate a satisfactory contract with the Firm considered to be most qualified, negotiations with that Firm will be terminated and fee negotiations undertaken with the second most qualified Firm (and then third most qualified Firm if necessary). Selection Committee will unseal the second most qualified Firm's FEES envelope while all remaining Firms' FEES envelopes stay sealed.

8. Final Determination and Award

- 8.1 District will share the scoring results with the Board and recommend the most qualified Firm be awarded the contract.
- 8.2 The information presented in a Proposal will be considered binding upon selection of the successful Firm, unless otherwise modified and mutually agreed to by the successful Firm and District.
- 8.3 The successful Firm is expected to execute a contract similar to the SAMPLE AGREEMENT in EXHIBIT C, as modified and agreed by both parties. The Firm shall inform the District of any comments or objections it may have to the form of Agreement before submission of its Proposal.
- 8.4 As Project delivery method is undetermined at time of contract signing, District will award contract based on the Firm's negotiated not-to-exceed fee for Progressive Design-Build project delivery. If Design-Build delivery method is approved by Board of Directors, District will by Change Order, amend contract based on Firm's negotiated fee and scope of services for Design-Build project delivery.
- 8.5 Upon award of contract, any remaining unopened FEES envelopes will be returned to the unsuccessful Firms.

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EXHIBIT A – LISTING OF EXISTING DOCUMENTS

District furnishes without expressed or implied warranty as to their accuracy: electronic copies of available plans, reports, and existing documentation on file in the Cambria Community Healthcare District offices. The following documents are known and are available on the District’s website:

1. Numerical Slope Stability Evaluation, GeoSolutions, Inc., February 7, 2017
2. Retaining Wall Recommendations, Coast Engineering & Survey, Inc., July 2017
3. Summary of File Review – Recommendations for Slope Assessment, Earth Systems, August 6, 2019
4. Ambulance Station and Concept Costs, Vanir Construction Management, 2022
5. Demolition of Ambulance Bldg, Vanir Construction Management, January 29, 2018
6. Floor Plan – District Building, Bill Hollingsworth, undated
7. Cambria Clinic Addition_(Note: Plans incomplete), Millard Sousa, March 24, 1967
8. Topographic Map and Site Survey, Coast Engineering, August 27, 2021
9. Hazardous Materials Survey, McKenna Environmental, Inc, August 17, 2021
10. Asbestos Building Inspection, West Coast Safety Consultants, February 5, 2015
11. Functional Space Program, Don Sather, December 9, 2024
12. Facilities Condition Assessment, Vanir Construction Management, Vanir Construction Management, January 25, 2022

EXHIBIT B – SAMPLE FEE SCHEDULE TEMPLATE

Template is available in .xlsx format. Download at <https://cambriahealth.specialdistrict.org/bids-proposals>.

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EXHIBIT C – SAMPLE AGREEMENT

Design Build Institute of America, Document 501:

SAMPLE Standard Form of Contract for Design-Build Owner Advisor Services and Exhibit A – Scope of Services

Please Note: SAMPLE is an unedited contract template which will be edited and modified as negotiated and agreed by both parties to form the actual contract.

DRAFT

Standard Form of Contract for Design-Build Owner Advisor Services

SAMPLE

Document No. 501

Third Edition, 2023

© Design-Build Institute of America
Washington, D.C.





Design-Build Institute of America - Contract Documents LICENSE AGREEMENT

By using the DBIA Contract Documents, you agree to and are bound by the terms of this License Agreement.

- 1. License.** The Design-Build Institute of America ("DBIA") provides DBIA Contract Documents and licenses their use worldwide. You acknowledge that DBIA Contract Documents are protected by the copyright laws of the United States. You have a limited nonexclusive license to: (a) Use DBIA Contract Documents on any number of machines owned, leased or rented by your company or organization; (b) Use DBIA Contract Documents in printed form for bona fide contract purposes; and (c) Copy DBIA Contract Documents into any machine-readable or printed form for backup or modification purposes in support of your permitted use.
- 2. User Responsibility.** You assume sole responsibility for the selection of specific documents or portions thereof to achieve your intended results, and for the installation, use, and results obtained from the DBIA Contract Documents. You acknowledge that you understand that the text of the DBIA Contract Documents has important legal consequences and that consultation with an attorney is recommended with respect to use or modification of the text. You will not represent that any of the contract documents you generate from DBIA Contract Documents are DBIA documents unless (a) the document text is used without alteration or (b) all additions and changes to, and deletions from, the text are clearly shown.
- 3. Copies.** You may not use, copy, modify, or transfer DBIA Contract Documents, or any copy, modification or merged portion, in whole or in part, except as expressly provided for in this license. Reproduction of DBIA Contract Documents in printed or machine-readable format for resale or educational purposes is expressly prohibited. You will reproduce and include DBIA's copyright notice on any printed or machine-readable copy, modification, or portion merged into another document or program.
- 4. Transfers.** You may not transfer possession of any copy, modification or merged portion of DBIA Contract Documents to another party, except that a party with whom you are contracting may receive and use such transferred material solely for purposes of its contract with you. You may not sublicense, assign, or transfer this license except as expressly provided in this Agreement, and any attempt to do so is void.
- 5. Term.** The license is effective for one year from the date of purchase. DBIA may elect to terminate it earlier, by written notice to you, if you fail to comply with any term or condition of this Agreement.
- 6. Limited Warranty.** DBIA warrants the electronic files or other media by which DBIA Contract Documents are furnished to be free from defects in materials and workmanship under normal use during the Term. There is no other warranty of any kind, expressed or implied, including, but not limited to the implied warranties of merchantability and fitness for a particular purpose. Some states do not allow the exclusion of implied warranties, so the above exclusion may not apply to you. This warranty gives you specific legal rights and you may also have other rights which vary from state to state. DBIA does not warrant that the DBIA Contract Documents will meet your requirements or that the operation of DBIA Contract Documents will be uninterrupted or error free.
- 7. Limitations of Remedies.** DBIA's entire liability and your exclusive remedy shall be: the replacement of any document not meeting DBIA's "Limited Warranty" which is returned to DBIA with a copy of your receipt, or at DBIA's election, your money will be refunded. In no event will DBIA be liable to you for any damages, including any lost profits, lost savings or other incidental or consequential damages arising out of the use or inability to use DBIA Contract Documents even if DBIA has been advised of the possibility of such damages, or for any claim by any other party. Some states do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to you.
- 8. Acknowledgment.** You acknowledge that you have read this agreement, understand it and agree to be bound by its terms and conditions and that it will be governed by the laws of the District of Columbia. You further agree that it is the complete and exclusive statement of your agreement with DBIA which supersedes any proposal or prior agreement, oral or written, and any other communications between the parties relating to the subject matter of this agreement.

TABLE OF CONTENTS

Article	Name	Page
<u>Article 1</u>	Owner Advisor's Base Services	2
<u>Article 2</u>	Owner Advisor's Additional Services	2
<u>Article 3</u>	Owner's Responsibilities	3
<u>Article 4</u>	Payments to Owner Advisor	4
<u>Article 5</u>	Changes in Schedule of Performance	7
<u>Article 6</u>	General Conditions	7
<u>EXHIBIT A</u>	Scope of Services	14

SAMPLE



STANDARD FORM OF CONTRACT FOR DESIGN-BUILD OWNER ADVISOR SERVICES

This **OWNER ADVISOR AGREEMENT** is made as of the _____ day of _____ in the year of 20_____, by and between the following parties, for services as specified herein (the “Services”) in connection with the Project identified below.

OWNER:

(Name and address)

OWNER ADVISOR:

(Name and address)

PROJECT:

(Include Project name and location)

PERIOD OF PERFORMANCE:

(Include start date for performance of Services, contract expiration date (if any) and anticipated schedule for each phase described in Article 1)

Terms, words and phrases used in this Owner Advisor Agreement (including appendices), but not defined herein, shall be interpreted in accordance with DBIA Document No. 535, Standard Form of General Conditions of Contract between Owner and Design-Builder and the Agreement between Owner and Design-Builder. In consideration of the mutual covenants and obligations contained herein, Owner and Owner Advisor agree as set forth herein.

Article 1

Owner Advisor's Base Services

Owner Advisor shall perform services as described in Exhibit A hereto (the "Base Services") for the project delivery strategy phase, procurement phase, preconstruction phase and design and construction phase.

1.1 Base Services for the Project Planning Phase will commence upon the execution of this Owner Advisor Agreement. Project delivery strategy phase Services will be considered complete when Owner accepts and approves the project delivery study and procurement approach report.

1.2 Base Services for the Procurement Phase will commence upon delivery of a notice to proceed with such services from Owner and will be considered complete upon execution of the Agreement between Owner and Design-Builder or Owner's decision to terminate the procurement and completion of all tasks relating to such termination.

1.3 *[Check this box for progressive design-build projects.]* Base Services for the preconstruction phase will commence upon the execution of the Agreement between Owner and Design-Builder and will continue until Design-Builder completes preconstruction services and Owner and Design-Builder have reached agreement regarding pricing for the design and construction phase and executed relevant documents for such phase, or Owner has determined not to proceed with the design and construction phase. Base Services for the design and construction phase will commence at the end of the preconstruction phase and will generally be considered complete when Owner has authorized final payment to Design-Builder.

[Check this box for non-progressive design-build projects.] Base Services for the design and construction phase will commence upon the execution of the Agreement between Owner and Design-Builder and will generally be considered complete when Owner has authorized final payment to Design-Builder.

Article 2

Owner Advisor's Additional Services

2.1 Additional Services

Owner may at any time direct Owner Advisor to perform the services additional to the Base Services described in Exhibit A ("Additional Services").

2.2 Owner Right to Modify Scope of Services

2.2.1 Owner may at any time request Owner Advisor to provide an estimate of costs and/or time associated with additional Services as described above or for other changes in the general scope of Base Services under this Owner Advisor Agreement. In such event, Owner Advisor shall promptly provide the requested estimate and negotiate terms and conditions of a mutually agreeable modification to this Owner Advisor Agreement.

2.2.2 Owner may also, from time to time, order changes in the general scope of this Owner Advisor Agreement by written notice or order, without first requesting an estimate or prior to reaching agreement on the terms and conditions of a modification. In such event Owner Advisor shall proceed as directed. If any such Owner directive causes an increase or decrease in Owner Advisor's costs or in the time required for its performance, Owner Advisor shall promptly notify Owner in writing thereof and shall provide backup information regarding the change in costs and/or time. The parties shall enter into a modification adjusting the not-to-exceed Limit or lump sum compensation specified in Article 4 and/or adjusting the period of performance under this Owner

Advisor Agreement, as appropriate, to provide credit to Owner for any reduction in Services or to compensate Owner Advisor for the change.

2.2.3 Notwithstanding the foregoing, any Additional Services that constitute a significant change in scope, extent or character, including changes that are a major and extensive deviation from the original Services such that Owner Advisor would be required to perform very different work than described in the original Owner Advisor Agreement, may warrant a modification to this Owner Advisor Agreement signed by Owner Advisor and Owner.

Article 3

Owner's Responsibilities

3.1 In addition to other responsibilities of Owner as set forth in this Owner Advisor Agreement, Owner shall:

3.1.1 Provide Owner Advisor with information as to Owner's requirements for the Project, including, but not limited to design objectives, constraints, space, capability and functional requirements, performance expectations, security needs, sustainability goals (if any), flexibility and forward compatibility, schedule and budgetary limitations.

3.1.2 Furnish copies of design and construction standards that Owner will require to be included in RFP and/or the Basis of Design Documents (excluding any such standards that are publicly available such as codified requirements and standards published by authorities having jurisdiction).

3.1.3 Furnish copies of Owner's standard contract forms, general, special and supplementary conditions and related documents for inclusion in the RFP and/or Basis of Design Documents, when applicable.

3.1.4 Furnish Owner Advisor any other relevant available information pertinent to the Project, including any reports, feasibility studies, preliminary programming and data relative to previous design efforts or investigations at or adjacent to the Site.

3.1.5 Upon Owner Advisor's request, furnish or otherwise make available such additional Project-related information and data as is available to Owner and reasonably required to enable Owner Advisor to complete its Services, which generally include the following:

3.1.5.1 Property, boundary, easement, right-of-way and engineering surveys or data;

3.1.5.2 Deed and, if applicable, any other document identifying land use restrictions for the Site;

3.1.5.3 Data and drawings relating to surface and subsurface conditions and structures at the Site;

3.1.5.4 Environmental assessments, audits, investigations and impact statements and other relevant environmental or cultural studies as to the Project and the Site;

3.1.5.5 Data or consultations as required for the Project but not otherwise identified in the Owner Advisor Agreement; and

3.1.5.6 Specific requirements of governmental authorities and/or regulatory agencies having jurisdiction over the Project, of which Owner has knowledge.

3.1.6 Give prompt written notice to Owner Advisor whenever Owner observes or otherwise becomes aware of any circumstance that affects the scope or time of performance or furnishing of Owner Advisor's Services, or any defect or nonconformance in Owner Advisor's Services or in the

Work of Design-Builder.

3.1.7 Examine all studies, reports, drawings, specifications, proposals and other documents presented by Owner Advisor and render timely decisions pertaining thereto.

3.1.8 Undertake activities necessary to provide or obtain reviews, consents, approvals and permits from all governmental authorities and/or regulatory agencies having jurisdiction to approve any phase of the Project and such reviews, approvals and consents from others as may be necessary by completion of each phase of the Project, except to the extent that the Services require Owner Advisor to undertake such activities or Design-Builder is required to do so.

3.1.9 Attend the pre-submittal meeting(s), pre-proposal meeting(s), opening of statements of qualifications ("SOQs"), opening of proposals, proposers' in-person presentations, initial conference after execution of the Agreement between Owner and Design-Builder, design and construction progress meetings, pre-occupancy and final inspections and other Project-related meetings.

3.1.10 Provide the services of a testing laboratory to perform all inspections, tests and approvals of samples, materials and equipment required by the Contract Documents or the Basis of Design Documents, or to evaluate the performance of materials, equipment and facilities of Owner, prior to incorporation into the work, with appropriate professional interpretation thereof, except to the extent that the Services include a requirement for Owner Advisor to obtain testing services or the Contract Documents require Design-Builder to do so.

3.1.11 Owner agrees that it will proceed with the Project continuously and in a reasonably and orderly manner.

Article 4

Payments to Owner Advisor

4.1 Services

4.1.1 Compensation for Base Services [Choose one or a combination of the following options.]:

Hourly Rate Option Subject to Not-To-Exceed Limit

Owner shall pay Owner Advisor for the Base Services an amount equal to cumulative hours devoted by individual Owner Advisor and subconsultant personnel to the Project multiplied by standard hourly rates for each applicable billing category, applying a markup on the subconsultant services as specified herein, and shall reimburse Owner Advisor for other reimbursable direct costs for such Base Services as specified below, provided that in no event shall Owner Advisor be entitled to receive more than the not-to-exceed amount of \$_____ ("NTE Limit"). See Exhibit [] for the standard hourly rates schedule for Owner Advisor and subconsultant personnel attached to this Owner Advisor Agreement and estimated hours for each category of personnel.

[In lieu of standard hourly rates, the Exhibit may specify compensation based on cost with a multiplier for audited overhead. The Exhibit may provide for rates to be escalated annually based on an index or other method.]

Hourly Rate Option with Estimated Total Compensation

Owner shall pay Owner Advisor for the Base Services an amount equal to cumulative hours

devoted by Owner Advisor and subconsultant personnel to the Project multiplied by standard hourly rates for each applicable billing category, applying a markup on the subconsultant services as specified herein, and shall reimburse Owner Advisor for other reimbursable direct costs for such Base Services as specified below. Total compensation for such Base Services, including reimbursable direct costs, is estimated to be \$_____. Owner Advisor shall promptly notify Owner if it becomes apparent that compensation will exceed the estimate and shall provide a new estimate. See Exhibit [] for the standard hourly rates schedule for Owner Advisor and subconsultant personnel attached to this Owner Advisor Agreement and estimated hours for each category of personnel.

[In lieu of standard hourly rates, the Exhibit may specify compensation based on cost with a multiplier for audited overhead. The Exhibit may provide for rates to be escalated annually based on an index or other method.]

Lump Sum Option

The total compensation for the Base Services, inclusive of reimbursable direct costs for such Services as specified below, shall be a lump sum of \$_____ based on the following distribution of compensation:

4.1.1.1 Project delivery strategy phase (\$_____);

4.1.1.2 Procurement phase (\$_____);
[optional: allocate compensation to RFQ-related Services and RFP-related Services]

4.1.1.3 Preconstruction phase (\$_____), if applicable; and

4.1.1.4 Design and construction phase (\$_____).

4.2 Additional Services

Unless otherwise specified in a modification to this Owner Advisor Agreement agreed to by both parties, compensation for Services provided under Article 2 – Owner Advisor Additional Services shall be an amount equal to cumulative hours devoted to the Project multiplied by standard hourly rates for each applicable billing category, applying a markup on the subconsultant services as specified herein, and shall reimburse Owner Advisor for other reimbursable direct costs for such Additional Services as specified below. The total amount payable shall not exceed the amount specified in the written authorization or modification, as applicable, unless Owner approves an increase in said amount. The schedule of standard hourly rates is attached to this Owner Advisor Agreement as Exhibit [XX].

[In lieu of standard hourly rates, the Exhibit may specify compensation based on cost with a multiplier for audited overhead, or may provide for compensation on a lump sum basis.]

4.3 Reimbursable Costs and Subconsultant Charges

4.3.1 Owner shall pay Owner Advisor for its actual reasonable cost *[Select one:]* plus a _____ percent markup without markup for the following categories of reimbursable expenses:

4.3.1.1 Transportation and subsistence;

4.3.1.2 Providing and maintaining field office facilities, including furnishings, utilities; postage, courier or delivery services;

4.3.1.3 Printing drawings and other documents beyond those copies necessary for Owner's review and records and Owner Advisor's own use;

4.3.1.4 Provision of off-site facilities for RFQ and RFP evaluations and other reimbursable direct costs relating to evaluations, if any;

4.3.1.5 Exhibition expenses, if any;

4.3.1.6 Advertisements authorized by Owner; and

4.3.1.7 Such other reimbursable costs as the parties may agree.

See Exhibit [] for the estimated amounts for each category of expense.

[Owner may also include an Exhibit including requirements for reimbursement of other direct costs.]

4.3.2 Whenever compensation to Owner Advisor herein is stated to include charges of Owner Advisor's subconsultant(s), those charges to Owner for Services provided by subconsultants shall be the amounts billed to Owner Advisor plus a _____ percent markup.

4.4 Invoices

4.4.1 Owner Advisor shall establish and maintain internal accounting methods and procedures acceptable to Owner for documenting and monitoring costs with respect to the performance and furnishing of Owner Advisor's Services under this Owner Advisor Agreement. Invoices will be prepared in a form mutually agreeable to Owner and Owner Advisor, submitted to Owner on a periodic frequency, milestone or other basis as agreed by Owner and Owner Advisor.

4.4.2 Invoices for Services provided during the prior invoicing period shall be based upon:

4.4.2.1 The cumulative hours devoted to the Project by each category of Owner Advisor and subconsultant personnel times the standard hourly rate for each such category, applying a markup on the subconsultant services as specified herein, plus reimbursable expenses as specified above; or

4.4.2.2 The percentage of each phase of Owner Advisor's Services completed during that month multiplied by the lump sum value of that phase (if applicable) in Section 4.1.1 above.

4.4.3 Invoices are due and payable within the earlier of (a) _____ days of receipt or (b) any shorter period for payment required by applicable law.

4.4.4 In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

4.4.5 In the event of any termination under this Owner Advisor Agreement for convenience, Owner Advisor will be entitled to invoice Owner for Services provided and reimbursable direct costs incurred, if applicable, on or before the effective date of termination. In the event of a termination for cause, each party shall be entitled to such remedies as may be allowed under this Owner Advisor Agreement and applicable law.

Article 5

Changes in Schedule of Performance

5.1 Expectation of Continuous Progress

The scope of Owner Advisor's Services and compensation payable to Owner Advisor under this Owner Advisor Agreement have been established in anticipation of the continuous progress of the Project through completion of Owner Advisor's Services in a reasonable and orderly manner. Unless specific periods of time or specific dates for providing Services are specified in this Owner Advisor Agreement, Owner Advisor's obligations to render Services hereunder will be for a period that may reasonably be required for the final completion of such Services.

5.2 Force Majeure

Either party shall be excused from performing its obligations under this Owner Advisor Agreement during the time and to the extent that it is prevented from performing by a Force Majeure Event.

5.3 Additional Compensation for Suspension or Delay Beyond Owner Advisor's Control

5.3.1 If Owner issues a suspension order or fails to give Owner Advisor reasonably prompt written authorization to proceed with any phase of Base Services after completion of the immediately preceding phase, or if Owner Advisor's Services are otherwise re-sequenced, delayed or suspended through no fault of Owner Advisor, Owner Advisor shall be entitled to reasonable compensation for the cost of any Services required as a result of such re-sequence, delay or suspension. Owner Advisor shall also be entitled to an extension of the overall schedule of performance commensurate with the time of performance of the affected Services.

5.3.2 Owner Advisor shall notify Owner of the effects of any such suspension or delay on its costs and the overall schedule once the effects are ascertainable and shall provide backup information as requested by Owner regarding the change in costs and/or time. Owner Advisor shall also provide interim information regarding the effects of the suspension or delay promptly following receipt of a request from Owner for such information. The parties shall enter into a modification adjusting the NTE Limit or lump sum compensation and/or adjusting the period of performance under this Owner Advisor Agreement as appropriate to compensate Owner Advisor for the change.

Article 6

General Conditions

6.1 Work Product

6.1.1 Ownership of Work Product. All drawings, specifications and other documents and electronic data furnished by Owner Advisor to Owner under this Owner Advisor Agreement ("Work Product") are deemed to be instruments of service and Owner Advisor shall retain the ownership and property interests therein, including but not limited to any intellectual property rights, copyrights and/or patents, subject to the provisions set forth in Sections 6.1.2 through 6.1.5 below.

6.1.2 Owner's Limited License Upon Project Completion and Payment in Full to Owner Advisor. Upon Owner's payment in full for all Services performed under this Owner Advisor Agreement, Owner Advisor shall grant Owner a limited license to use the Work Product in connection with Owner's occupancy of the Project, conditioned on Owner's express understanding that its alteration of the Work Product without the involvement of Owner Advisor is at Owner's sole risk and without liability or legal exposure to Owner Advisor or anyone working by or through Owner Advisor, including subconsultants of any tier (collectively the "Indemnified Parties"), and on Owner's

obligation to provide the indemnity set forth in Section 6.1.5 below.

[At the parties' option, the following may be used in lieu of Section 6.1.2.]

Upon Owner's payment in full for all Work performed under this Owner Advisor Agreement, Owner Advisor: (a) grants Owner a limited license to use the Work Product in connection with Owner's occupancy of the Project; and (b) transfers all ownership and property interests, including but not limited to any intellectual property rights, copyrights and/or patents, in that portion of the Work Product that consists of architectural, engineering and other design elements and specifications that are unique to the Project. The parties shall specifically designate those portions of the Work Product for which ownership in the Work Product shall be transferred. Such grant and transfer are conditioned on Owner's express understanding that its alteration of the Work Product without the involvement of Owner Advisor is at Owner's sole risk and without liability or legal exposure to Owner Advisor or anyone working by or through Owner Advisor, including subconsultants of any tier (collectively the "Indemnified Parties"), and on Owner's obligation to provide the indemnity set forth in Section 6.1.5 below.

6.1.3 Owner's Limited License upon Owner's Termination for Convenience or Owner Advisor's Election to Terminate for Cause. If Owner terminates this Owner Advisor Agreement for its convenience as set forth in Section 6.5.2.1 hereof, or if Owner Advisor elects to terminate this Owner Advisor Agreement for cause in accordance with Section 6.5.1.2 hereof, Owner Advisor, upon Owner's payment in full of the amounts due Owner Advisor, grants Owner a limited license to use the Work Product to complete the Project and subsequently occupy the Project, and Owner shall thereafter have the same rights as set forth in Section 6.1.2 above, conditioned on the following:

6.1.3.1 Use of the Work Product is at Owner's sole risk without liability or legal exposure to any Indemnified Party and on Owner's obligation to provide the indemnity set forth in Section 6.1.5 below; and

6.1.3.2 Owner agrees to pay Owner Advisor the additional sum of _____ Dollars (\$ _____) as compensation for the right to use the Work Product to complete the Project and subsequently use the work Product in accordance with Section 6.1.2 if Owner resumes the Project through its employees, agents, or third parties.

6.1.4 Owner's Limited License upon Owner Advisor's Default. If this Owner Advisor Agreement is terminated due to Owner Advisor's default pursuant to Section 6.5.1.1 hereof, then Owner Advisor grants Owner a limited license to use the Work Product to complete the Project and subsequently occupy the Project, and Owner shall thereafter have the same rights and obligations as set forth in Section 6.1.2 above. Notwithstanding the preceding sentence, if it is ultimately determined that Owner Advisor was not in default, Owner shall be deemed to have terminated the Agreement for convenience, and Owner Advisor shall be entitled to the rights and remedies set forth in Section 6.1.3 above.

6.1.5 Owner's Indemnification for Use of Work Product. If Owner is required to indemnify any Indemnified Parties based on the use or alteration of the Work Product under any of the circumstances identified in this Section 6.1, Owner shall defend, indemnify and hold harmless such Indemnified Parties from and against any and all claims, damages, liabilities, losses and expenses, including attorneys' fees, arising out of or resulting from the use or alteration of the Work Product.

6.2 Owner Advisor's Estimate of Design and Construction Costs and Standard of Care

6.2.1 Owner Advisor's estimate of probable cost for design and construction provided hereunder will be made on the basis of Owner Advisor's experience and qualifications and shall represent Owner Advisor's best judgment as an experienced and qualified professional generally familiar with

the industry. However, Owner Advisor cannot and does not guarantee that proposals, bids or actual design and construction cost will not vary from the estimates of probable design and construction costs prepared by Owner Advisor.

6.2.2 The standard of care for all Services performed by Owner Advisor and any subconsultants pursuant to this Owner Advisor Agreement shall be the care and skill ordinarily used by members of the applicable profession practicing under similar conditions at the same time and locality of the Project.

6.3 No Responsibility for Design-Builder's Actions

Owner Advisor shall not be responsible for Design-Builder's construction means, methods, techniques, sequences or procedures, or for safety or security precautions or programs, nor shall Owner Advisor be responsible for any failure of Design-Builder to carry out its responsibilities under the Contract Documents with Owner. The foregoing shall not, however, excuse Owner Advisor from its responsibilities for performance of its obligations as specified in Exhibit A.

6.4 Owner Advisor's Insurance

6.4.1 Owner Advisor, at no additional expense to Owner, shall obtain and maintain a policy or policies of insurance for the following coverages from insurance companies authorized to do business in the state in which the Project is located:

6.4.1.1 Workers' compensation as may be required by the state in which the Project is located, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease or as identified by statute, whichever is less;

6.4.1.2 Commercial general liability ("CGL"), written on an occurrence basis, including the following coverages:

6.4.1.2.1 Premises/Operations Liability

6.4.1.2.2 Products/Completed Operations

6.4.1.2.3 Personal/Advertising Injury

6.4.1.2.4 Explosion, Collapse and Underground Property Damage

Said policy must provide the following minimum coverage: Bodily Injury and Property Damage: \$_____ per occurrence, and \$_____ annual aggregate. Any deductible or self-insured retention must be disclosed and is subject to Owner's approval.

6.4.1.3 Commercial automobile liability, including coverage for owned, non-owned, leased or hired vehicles. Such policy must provide the following minimum coverage; Liability: \$_____ per accident.

6.4.1.4 Professional liability (errors and omissions) insurance to include Owner Advisor and all professional subconsultants employed on the Project under this Owner Advisor Agreement. Such policy must provide a minimum coverage of _____ Dollars (\$ _____) for each occurrence and in the aggregate.

If the professional liability policy is written on a claims made form, the retroactive date shall be prior to or coincident with the date of this Owner Advisor Agreement. The insurance must be maintained by Owner Advisor and its subconsultants for the duration of this Owner Advisor Agreement, plus an extended three-year reporting period.

6.4.2 Prior to commencing any services hereunder, Owner Advisor shall provide Owner with certificates evidencing that (a) all insurance obligations required by this Owner Advisor Agreement are in full force and in effect and will remain in effect for the term of this Owner Advisor Agreement; and (b) no insurance coverage will be canceled, renewal refused or materially changed unless at least thirty (30) days' prior written notice is given to Owner.

6.4.3 The insurance policies required herein, except for workers' compensation and professional liability, shall list Owner as an additional insured.

6.5 Termination

6.5.1 For Cause

6.5.1.1 Owner may declare Owner Advisor in default and terminate Owner Advisor's right to proceed under this Owner Advisor Agreement upon occurrence of any of the following: (a) Owner Advisor makes a general assignment for the benefit of its creditors; (b) a petition in bankruptcy is filed by or against Owner Advisor; (c) a receiver is appointed on account of Owner Advisor's insolvency; (d) Owner Advisor fails to perform in accordance with the terms and conditions of this Owner Advisor Agreement; or (e) Owner Advisor violates any laws, ordinances, rules, regulations or orders of a governmental authority and/or regulatory agency having jurisdiction in performance of the Services and does not cure its default within 10 business days following receipt of written notice thereof from Owner or, in the event that the default is capable of cure but cannot reasonably be cured within 10 business days, if Owner Advisor fails to commence cure within said period and thereafter diligently prosecute cure to completion.

Upon declaration of default, Owner may, without prejudice to any other rights or remedies Owner may have, hold in abeyance further payments to Owner Advisor, or terminate this Owner Advisor Agreement by written notice to Owner Advisor specifying the date of termination, or both. In the event of such termination, Owner may take possession of all Work Product and finish the Services by whatever method Owner may deem expedient, including hiring a new owner advisor. A waiver by Owner of one default of Owner Advisor shall not be considered to be a waiver of any subsequent default.

6.5.1.2 Owner Advisor may declare Owner in default and terminate Owner Advisor's obligation to proceed under this Owner Advisor Agreement upon occurrence of any of the following: (a) Owner makes a general assignment for the benefit of its creditors; (b) a petition in bankruptcy is filed by or against Owner; (c) a receiver is appointed on account of Owner's insolvency; (d) Owner fails to perform in accordance with the terms and conditions of this Owner Advisor Agreement; or (e) Owner violates any laws, ordinances, rules, regulations or orders of a governmental authority and/or regulatory agency having jurisdiction relating to the Project with a material adverse impact on performance of the Services and does not cure its default within 10 business days following receipt of written notice thereof from Owner Advisor or, in the event that the default is capable of cure but cannot reasonably be cured within 10 business days, if Owner fails to commence cure within said period and thereafter diligently prosecute cure to completion.

6.5.1.3 In the event of a termination for default hereunder, liability of the parties shall be determined in accordance with applicable law.

6.5.2 For Convenience

6.5.2.1 Owner may terminate this Owner Advisor Agreement for convenience at any time by delivery of notice to such effect to Owner Advisor, effective as of the date specified in the notice, which shall be no earlier than the date of delivery of the notice.

6.5.2.2 Owner Advisor may terminate this Owner Advisor Agreement for convenience by

delivery of notice of intent to terminate to Owner based on suspension of Owner Advisor's Services for the Project by Owner for more than [] days for reasons not relating to Owner Advisor's performance. Such termination shall be effective 5 business days after delivery, if Owner fails to lift the suspension during that period.

6.5.2.3 In case of a termination for convenience, Owner Advisor shall be entitled to receive payment from Owner as provided in Article 4 and Section 6.1.

6.6 Controlling Law

This Owner Advisor Agreement is governed by the laws of the state in which the Project is located.

6.7 Dispute Resolution

6.7.1 Owner and Owner Advisor agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to exercising their rights under other provisions of this Owner Advisor Agreement or under law.

6.7.2 After conclusion of the 30-day negotiation period, all claims, disputes and other matters in question between the parties arising out of or relating to this Owner Advisor Agreement or breach thereof, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, unless the parties mutually agree otherwise.

[Note: Each party should consult with counsel regarding use of alternative dispute resolution methods.]

6.8 Indemnification

6.8.1 Owner Advisor, to the fullest extent permitted by law, shall indemnify and hold harmless Owner and its officers, directors, employees and agents from and against claims, losses and damages, including attorneys' fees and expenses, for non-party bodily injury, sickness or death, and non-party property damage or destruction (other than to the Project itself) but only to the extent resulting from the negligent acts or omissions of Owner Advisor or anyone employed directly or indirectly by Owner Advisor or anyone for whose acts Owner Advisor may be liable.

6.8.2 If an employee of Owner Advisor, anyone employed directly or indirectly by Owner Advisor or anyone for whose acts any of them may be liable has a claim against any party indemnified pursuant to Section 6.8.1 above, Owner Advisor's indemnity obligation set forth in Section 6.8.1 above shall not be limited by any limitation on the amount of damages, compensation or benefits payable by or for Owner Advisor, or other entity under any employee benefit acts, including workers' compensation or disability acts.

6.8.3 Owner, to the fullest extent permitted by law, shall indemnify and hold harmless Owner Advisor and its officers, directors, employees and agents from and against claims, losses and damages, including attorneys' fees and expenses, for non-party bodily injury, sickness or death and non-party property damage or destruction (other than to the Project itself) but only to the extent resulting from the negligent acts or omissions of Owner or anyone employed directly or indirectly by Owner or anyone for whose acts Owner may be liable.

6.8.4 If an employee of Owner, anyone employed directly or indirectly by Owner or anyone for whose acts Owner may be liable has a claim against any party indemnified pursuant to Section 6.8.3 above, Owner's indemnity obligation set forth in Section 6.8.3 above shall not be limited by any limitation on the amount of damages, compensation or benefits payable by or for Owner or other entity under any employee benefit acts, including workers' compensation or disability acts.

6.8.5 None of the obligations set forth in this Owner Advisor Agreement (on behalf of any Party) constitute personal obligations of any natural persons who are the officers, shareholders, members,

partners, employees or agents of any Party unless the natural person is expressly identified as a contracting party. No Party to this Owner Advisor Agreement shall seek recourse against any natural person described herein. This provision, however, shall not protect such natural persons from liability for willful misconduct, illegal acts or intentional violation of any duty of corporate loyalty.

6.9 Consequential Damages

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, NEITHER OWNER NOR OWNER ADVISOR SHALL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL LOSSES OR DAMAGES, WHETHER ARISING IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO LOSSES OF USE, PROFITS, BUSINESS, REPUTATION OR FINANCING.

[Note: Each party should consult with counsel regarding the effect of limitation of liability clauses included in the Owner Advisor Agreement.]

6.10 Representatives of the Parties

6.10.1 Owner's Representative Owner designates the individual listed below as its Owner's representative, which individual has the authority and responsibility set forth in this Owner Advisor Agreement: *(Identify individual's name, title, address and telephone numbers.)*

6.10.2 Owner Advisor's Representative Owner Advisor designates the individual listed below as its Owner Advisor's representative, which individual has the authority and responsibility set forth in this Owner Advisor Agreement: *(Identify individual's name, title, address and telephone numbers.)*

6.11 Conflict of Interest

Owner Advisor agrees that it shall not participate on any Design-Build team to pursue or execute the Project without the advance written consent of Owner, and Owner Advisor shall require similar agreements from its affiliates and subconsultants.

Not used.

6.12 Notices

Notices under this Owner Advisor Agreement shall be in writing and: (a) delivered personally; (b) sent by certified mail, with return receipt requested; (c) sent by a recognized overnight mail or courier service, with delivery receipt requested, or (d) sent by email communication followed by a hard copy and with receipt confirmed by telephone. All notices shall be effective upon the date of receipt.

6.13 Survival and Severability

6.13.1 All express representations, indemnifications or limitations of liability made in or given in this Owner Advisor Agreement will survive its completion or termination for any reason.

6.13.2 Any provision or part of the Owner Advisor Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Owner Advisor, who agree that the Owner Advisor Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

6.14 Entire Agreement

This Owner Advisor Agreement constitutes the complete agreement between the parties respecting the within subject matter. All previous proposals, offers and other communications, written or oral, relative to this Owner Advisor Agreement, are superseded except to the extent that they have been incorporated into this Owner Advisor Agreement.

In executing this Owner Advisor Agreement, Owner and Owner Advisor each individually represents that it has the necessary financial resources to fulfill its obligations under this Owner Advisor Agreement, and each has the necessary corporate approvals to execute this Owner Advisor Agreement, and licenses, permits, certifications and qualifications to perform the Services described herein.

OWNER:

OWNER ADVISOR:

(Name of Owner)

(Name of Owner Advisor)

(Signature)

(Signature)

(Printed Name)

(Printed Name)

(Title)

(Title)

Date: _____

Date: _____

Caution: You should sign an original DBIA document which has this caution printed in blue. An original assures that changes will not be obscured as may occur when documents are reproduced.

EXHIBIT A Scope of Services

[Note: This Exhibit is provided as a sample scope of services for Owner Advisor and should be modified as the parties deem appropriate for the Project. Some tasks may not be required for a specific project, others may need to be added, or Owner may prefer to undertake some of these tasks in-house.]

[Additional note: This scope is most suitable for projects using design-build with a fixed contract price, and various changes may be needed for projects that use another compensation method or another delivery method.]

1. BASE SERVICES

1.1 General

1.1.1 Owner Advisor is generally responsible for furnishing personnel, materials, equipment, services and deliverables necessary to assist Owner in implementing the efficient, economical and timely completion of the Project in accordance with this Owner Advisor Agreement. This includes providing technical expertise and support in areas of project management, procurement management, technical design support and oversight, construction management, contract management, project controls and administrative support, as described in this Scope of Services.

1.1.2 In participating in meetings regarding the Project, Owner Advisor will act as Owner's representative and will provide minutes of the meetings to Owner, unless Owner agrees otherwise.

1.1.3 Owner Advisor shall notify Owner if at any time Owner Advisor believes Owner should retain additional consultants with specific expertise. Owner Advisor shall assist with selection of such consultants as requested by Owner.

1.1.4 Owner Advisor shall assist Owner staff with scheduling, budgeting, cost control, change control, quality assurance and with day-to-day accounting and administrative support for the Project.

1.1.5 Owner Advisor shall develop and maintain a document control system in accordance with procedures approved by Owner. All incoming and outgoing items shall be logged, filed and distributed. Other document control activities include the logging and storage of archival information, security of controlled documents and electronic file maintenance. Accurate records of correspondence, drawings, reports and other project related documents and deliverables shall be maintained. This shall include developing a Project document database, starting in the project delivery strategy phase, to include surveys, reports and other reference information relevant to Project development, and properly logging and storing submittals and other documents received from Design-Builder and others over the course of the Project.

1.1.6 Owner Advisor shall consult and coordinate with Owner staff, consultants and legal counsel as appropriate during all phases of the Project.

1.2 Project Delivery Strategy Phase.

1.2.1 In this phase, Owner Advisor shall:

1.2.1.1 Prepare a project delivery study defining and clarifying the Project requirements, including but not limited to identifying Legal Requirements affecting the contract and procurement and strategies for statutory compliance; identifying and obtaining available data regarding Owner's requirements and objectives; discussing any known unique aspects, drivers, constraints or risks for the Project; evaluating methods of selecting Design-Builder such as qualification-based selection, best value selection and sole source negotiations; assessing pros and cons of lump sum and cost plus (with or without a

guaranteed maximum price) pricing mechanisms; and analyzing progressive design-build and other collaborative delivery and contracting methods;

1.2.1.2 Obtain information regarding federal, state and local laws relating to the Project and Owner's internal procurement policies. Identify and analyze requirements of governmental authorities and/or regulatory agencies having jurisdiction over the Project, and consult with such governmental authorities and/or regulatory agencies as appropriate;

1.2.1.3 In conjunction with Owner, prepare a procurement approach report containing, as appropriate:

- (a) a summary description of the Project;
- (b) Owner's objectives for the Project;
- (c) a proposed schedule that is reasonable and realistic including a detailed schedule for the procurement process and a projected timeline for Project development;
- (d) a cost model and confirmation/validation or adjustment of Owner's Project budget;
- (e) a project risk register to include known Project design and construction risks (challenges and complexities) and incorporate risk considerations into the Project cost model and Owner's Project budget;
- (f) recommendations regarding design-build procurement procedures consistent with applicable law;
- (g) recommendations for conforming Owner policies to be consistent with the selected delivery method;
- (h) identification of investigations, studies, reports, conceptual/preliminary design work and third-party agreements required to be completed prior to the issuance of procurement documents;
- (i) a description of the proposal evaluation process including possible candidates for a selection panel, if any;
- (j) recommendations regarding document control procedures and development of a database of documents relevant to Project development; and
- (k) outlines of requirements (including evaluation criteria based on the Project scope of work, circumstances, risks, challenges and complexities, and suggested weightings) for one or both of the following, as applicable:
 - (i) Request for Qualifications ("RFQ"), if the design-build selection process will be based solely on the qualifications of prospective Design-Builders or contemplates shortlisting of the most highly qualified prospective Design-Builders; and
 - (ii) Request for Proposals ("RFP"), if the design-build selection process contemplates selection based on evaluation of proposals, potentially including: a process and schedule for alternative technical concepts; a process and schedule for confidential one-on-one meetings with proposers; a selection based on qualifications and proposal quality, best value determination, fixed

price/best proposal or other process for evaluating price and other factors; and potentially including negotiations with one or more proposers;

1.2.1.4 Meet and confer with Owner following delivery of the project delivery study and procurement approach report to discuss their contents, and make reasonable revisions based on any additional input from Owner; and

1.2.1.5 Commence work on investigations, studies, reports (including preliminary geotechnical investigation, if not provided), conceptual/preliminary design work and third-party agreements for inclusion in the Project procurement package.

1.3 Procurement Phase. In this phase, Owner Advisor shall: *[Note: The following description is based on a two-step procurement process and will need to be modified if a one-step process is used.]*

1.3.1 Manage preparation of the following RFQ Documents:

1.3.1.1 Notice and/or advertisement of the RFQ;

1.3.1.2 Distribution list;

1.3.1.3 RFQ, including a scope description, submittal requirements and evaluation criteria for Design-Builder selection or proposer shortlisting or pre-qualification, as applicable;

1.3.1.4 Evaluation manual, forms and other information to assist Owner with the selection, shortlisting or prequalification process, as applicable;

1.3.1.5 Any additional documentation requested by Owner consistent with the Scope of Services.

1.3.2 Upon receipt of authorization from Owner:

1.3.2.1 Publish the notice and/or advertisement of the RFQ;

1.3.2.2 Manage distribution of the RFQ Documents in accordance with Owner's directions, including distribution to persons or entities responding to the RFQ notice and to Owner, Owner's staff and other persons or entities identified by Owner, and maintain a list of persons and entities who have received the RFQ Documents;

1.3.2.3 Facilitate pre-submittal meeting(s) with interested parties, if appropriate;

1.3.2.4 Coordinate communications with interested parties and draft responses to questions related to the RFQ;

1.3.2.5 Provide Owner with draft responses to questions from interested parties, and, after review and approval by Owner, finalize answers for clarifications and/or addenda to RFQ;

1.3.2.6 Prepare and publish clarifications or addenda to the RFQ, as needed; and

1.3.2.7 Report progress to Owner, as necessary.

1.3.3 Following receipt of statements of qualification ("SOQ"), and upon authorization by Owner to proceed:

1.3.3.1 Assist Owner with the process of examining each SOQ for compliance with the minimum requirements of the RFQ and distribute copies of the SOQs to Owner;

1.3.3.2 Assist Owner in evaluating the SOQs;

1.3.3.3 Support post-SOQ interviews;

1.3.3.4 Assist in documenting selection recommendations and presenting them to Owner;
and

1.3.3.5 Assist Owner in reviewing the recommendations and providing notification to respondents regarding the decisions for selection, shortlisting or pre-qualification, as applicable.

1.3.4 Assist Owner with preparation of the RFP documents and assembly of the RFP package, including:

1.3.4.1 Instructions to proposers, including updated Project description and scope of work, proposal submittal requirements (administrative, technical, financial, price) and forms, proposal evaluation criteria and selection method;

1.3.4.2 Ancillary documents associated with the procurement process such as the form of proposal security, if any, rights of entry, etc.;

1.3.4.3 Form of the Agreement and general and special conditions of the Agreement;

1.3.4.4 Template for the Basis of Design Documents, including Owner's Project Criteria and Deviation List;

1.3.4.5 Ancillary documents associated with the Agreement with Design-Builder, such as forms of performance and payment security, stipend agreement, dispute resolution agreement, etc.;

1.3.4.6 Functional requirements; *[Note: Certain process related projects may require performance requirements to be included as a part of the Contract Documents.]*

1.3.4.7 Schematic site plan, floor plans, elevations, relevant sections, renderings and 3D/BIM models, as appropriate;

1.3.4.8 Space standards and environmental requirements;

1.3.4.9 Technical provisions;

1.3.4.10 Performance standards;

1.3.4.11 Any clarifications or addenda to the RFP, as needed; and

1.3.4.12 Any additional documentation requested by Owner consistent with the Scope of Services.

1.3.5 Upon receipt of authorization by Owner to proceed:

1.3.5.1 Manage distribution of the RFP package and associated documents to the proposers, Owner, Owner's staff and any other persons or entities requested by Owner, and maintain a list of people and entities who have received the RFP;

1.3.5.2 Facilitate up to _____ pre-proposal meeting(s) with all proposers and up to _____ confidential one-on-one meeting(s) with proposers;

1.3.5.3 Assist with reviews of and responses to alternative technical concepts and other pre-proposal submittals; *[Note: This task should be revised as appropriate to reflect the level of assistance required by Owner.]*

- 1.3.5.4 Coordinate communications between proposers and Owner;
 - 1.3.5.5 Provide Owner with draft responses to questions and, after review and approval by Owner, finalize answers for clarifications and/or addenda to RFP;
 - 1.3.5.6 Publish clarifications or addenda to the RFP, as needed; and
 - 1.3.5.7 Report progress to Owner, as necessary.
- 1.3.6 Following receipt by Owner of the proposals, and upon authorization by Owner to proceed:
- 1.3.6.1 Manage the process of examining each proposal for compliance with the minimum requirements of the RFP and distribute copies of the proposals in accordance with the evaluation manual;
 - 1.3.6.2 Assist Owner in evaluating the proposals, including developing requests for clarification of proposal content and evaluating responses, as applicable;
 - 1.3.6.3 Assist Owner with providing notification to respondents regarding the decisions for selection, setting a competitive range or authorizing negotiations, as applicable;
 - 1.3.6.4 Develop the Basis of Design Documents, consisting of Owner's Project Criteria, Design-Builder's proposal (to the extent these are consistent with the requirements of the Contract Documents) and the list of deviations from the requirements of the Contract Documents, if any, contained in Design-Builder's proposal and approved by Owner; and
 - 1.3.6.5 Assist Owner in completing the procurement process and award of the Agreement to Design-Builder, potentially including discussions and requests for revised proposals, negotiations with the preferred proposer, development of a guaranteed maximum price, clarification and documentation of alternative technical concepts and proposal commitments, and finalization and execution of the Contract Documents.
- 1.3.7 If requested by Owner, Owner Advisor shall provide an opinion of probable design-build cost and adjustments to the Project budget cost breakdown based upon available information, including information received from the proposers, and make adjustments to the RFP documents that may be required to maintain the total Project budget.

1.4 Validation/Preliminary Design Phase (Progressive Design-Build)

[Note: If progressive design-build is used, the Project will include an initial phase that will require some Owner Advisor services similar to the design and construction phase in addition to services that are unique to the progressive design-build model. Certain services may need to be moved from the design and construction phase to this phase.]

In this phase, Owner Advisor shall:

- 1.4.1 Assist Owner in the oversight and review of Design-Builder's development of the Project design in accordance with the milestones and requirements of the Contract Documents;
- 1.4.2 Participate in the review of design-development submittals and attend design review meetings;
- 1.4.3 Assist Owner in the review of Design-Builder's pricing development;
- 1.4.4 Assist Owner in the review of Design-Builder's schedule development;

- 1.4.5** Undertake independent cost estimating services;
- 1.4.6** Assist Owner with price negotiations and the negotiation of any final design and construction phase proposal;
- 1.4.7** Assist Owner with the creation of any contract amendments incorporating the agreed final design and construction phase proposal;
- 1.4.8** Assist Owner with the administration of the Agreement in event a final agreement cannot be reached with Design-Builder on a final design and construction proposal.

Not used.

1.5 Design and Construction Phase

[Note: The following description of Services during the design and construction phase presumes that Owner Advisor will be engaged to represent Owner during design and construction. If Owner does not wish to engage Owner Advisor during the design and construction (or wishes to defer making this decision), the following design and construction phase provisions should be designated as additional Services that may be included in this Owner Advisor Agreement pursuant to Article 2 – Owner Advisor's Additional Services.]

1.5.1 In the design and construction phase, Owner Advisor shall:

1.5.1.1 Co-locate with Owner and Design-Builder;

1.5.1.2 Set up procedures and infrastructure facilitating integration of Owner, Owner Advisor and Design-Build Teams using an online meeting platform;

1.5.1.3 Assist Owner in Agreement kick-off including participating in kick-off meetings with Owner and Design-Builder, developing lists of Owner and Design-Builder deliverables and tasks to assure compliance with each party's responsibilities under the Contract Documents, and setting up arrangements with independent testing laboratories to review Design-Builder's compliance with the Contract Documents;

1.5.1.4 Assist Owner with establishing and managing project control systems including those addressing the following elements: communications protocols, requests for information and associated logs, submittal review and scope control, project information dashboard and budget and cost controls;

1.5.1.5 Review Design-Builder submittals including drawings, specifications, shop drawings and samples and other submittals required by the Contract Documents for acceptability and conformance with the Contract Documents including the Basis of Design Documents;

1.5.1.6 Review Design-Builder's project schedule and schedule updates for conformance with the Contract Documents;

1.5.1.7 Visit the Site during construction for general inspection and observation, for meetings with the parties, and to determine, in general, if the work is proceeding in accordance with the Contract Documents, provided that Owner Advisor shall not be required to make exhaustive or continuous inspections to check the quality or quantity of the Work;

1.5.1.8 Assist Owner in issuing clarifications and interpretations of the Contract Documents;

- 1.5.1.9 Recommend responses to change orders and change requests;
- 1.5.1.10 Consider whether inspections are needed in addition to those already scheduled, and provide recommendations to Owner regarding any such inspections;
- 1.5.1.11 Receive and review certifications of inspections, tests, etc.;
- 1.5.1.12 Advise Owner regarding notices and claims submitted by Design-Builder, and assist with informal and formal dispute resolution;
- 1.5.1.13 Review Design-Builder's requests for payment, require Design-Builder to make corrections as needed, and forward requests to Owner with signature indicating that Owner Advisor considers the request in acceptable format for payment;
- 1.5.1.14 Review maintenance and operating instructions, schedules and guarantees, warranties, bonds, certificates or other evidence of insurance required by the Contract Documents; and
- 1.5.1.15 Conduct pre-occupancy and/or final inspections of the completed work.

2. **ADDITIONAL SERVICES** *[Note: Owner to consider whether to include any of these tasks in the Base Services.]*

2.1 **Additional Services**

Additional Services ordered by Owner hereunder may include the following:

General:

- 2.1.1 Undertake preliminary professional design services for the Project to be included in appropriate procurement documents as a part of Owner's Project Criteria;
- 2.1.2 Update Owner's Project risk register throughout the course of the Project;
- 2.1.3 Prepare applications for governmental approvals;
- 2.1.4 Make measured drawings of or investigate existing conditions or facilities;
- 2.1.5 Undertake the following investigations and studies in addition to those specified in the Base Services *[List additional investigations and studies.]*;
- 2.1.6 Determine potential utility and other third-party impacts and develop utility and license agreements, as applicable;
- 2.1.7 Determine right-of-way needs and perform right-of-way acquisition services, as applicable;
- 2.1.8 Enter into subcontracts for Services as required by Owner;
- 2.1.9 Serve as a consultant or witness for Owner in any litigation, arbitration or other dispute resolution process related to the Project.

Project Delivery Strategy Phase:

- 2.1.10 At the appropriate time during the development of the procurement documents, undertake a market validation survey of potential proposers to solicit general interest in the Project, comments on the draft procurement documents including project budget, schedule and risk allocation.

2.1.11 *[Note: In the case of large, public infrastructure projects, the following Services may be considered.]* Assist Owner in the development of a community outreach, communications and public relations strategy and plan. These Services may include public meetings, web-based public portal for Project progress and updates, news media releases, advertisements and regular announcements.

Procurement Phase:

2.1.12 Develop evaluation manuals for the SOQs and proposals, and provide training to personnel conducting evaluations;

2.1.13 Provide facilities for the evaluation of proposals;

2.1.14 Assist Owner in connection with protests concerning the procurement process, re-bidding or renegotiating contracts for design, construction, equipment or services.

Design and Construction Phase:

2.1.15 Undertake up to _____ independent cost estimate(s) in order to verify Design-Builder's cost and budget development, price proposals and final pricing. Assist Owner in the review of any GMP proposals, elements of cost-of-work and values of allowance items and contingencies. Advise Owner with respect to shared savings and incentives/disincentives, as appropriate.

2.1.16 Provide environmental compliance oversight;

2.1.17 Prepare for, coordinate with, participate in and respond to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering and constructability reviews requested by Owner; and

2.1.18 Perform Services required as the result of delays, changes, or price increases occurring as a direct or indirect result of materials, equipment or energy shortages, or default by Design-Builder.

2.1.19 *[Note: In the case of a process-related project, the following Services may be considered.]* Assist Owner with start-up and commissioning services including: establishing start-up protocol, support manufacturers with start-up of equipment, review operations manuals, assist with training of Owner's operations staff.

2.1.20 Perform Project close-out services including: assembly of as-built drawings, assembly of equipment manuals and warranty information, prepare notices of completion, assist with change resolution and prepare lessons learned.

Warranty Period:

2.1.21 Participate in periodic inspections of the Project during the warranty period, following each inspection produce a punch list identifying Work items that do not meet the standards of the Contract Documents, recommend actions to be taken to enforce warranties, coordinate with Owner and Design-Builder regarding warranty issues, review Design-Builder's plan for corrective measures, coordinate with Owner and Design-Builder regarding implementation of the corrective measures and conduct final inspections of completed warranty work.

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Design-Build Institute of America
1001 Pennsylvania Ave. NW, Suite 410
Washington, DC 20004

(202) 682-0110
dbia@dbia.org



CAMBRIA COMMUNITY HEALTHCARE DISTRICT
BOARD AGENDA STAFF REPORT – 04

TO: Board of Directors
FROM: Igor Fedoroff, Director
Linda Hendy, Administrator
DATE: December 17, 2024
DESCRIPTION: New Ambulance Unit-23 Proposed Financing

RECOMMENDATION

The District Finance Committee recommends a six (6) year-term loan through Republic First National.

FISCAL IMPACT

Net Financed \$143,000

DISCUSSION

On November 19, 2024, the Board of Directors approved the modified purchase agreement with Redsky Emergency Vehicles for one (1) Crestline Type III Ambulance, at a cost of \$206,560.74. The estimated delivery date of the new ambulance is January 2025.

Through community donations to the District Trust account and a 2024 grant award from Cambria Community Council, the District is able to place a \$63,560.74 deposit on the principal amount due and seek financing for the remaining balance of \$143,000.

Purchase Price	\$206,560.74
Cambria Community Council 2024 Grant	(20,000.00)
District Trust: Community Donations	(43,560.74)
Financed Amount	\$143,000.00

The Finance Committee has reviewed quotes from three lending companies specializing in equipment financing and is providing the Board of Directors a summary reflecting interest rates, estimated monthly/quarterly payments, and the total amount financed over the life of the loan.

ATTACHMENT(S)

1. Equipment Financing Options
2. Republic First National Quote

BOARD ACTION

Motion to approve financing new ambulance Unit-23 through Republic First National.

UNANIMOUS: __

MONTALVO __ MILEUR __ FEDOROFF __ MUMPER __ KULESA __

CCHD Equipment Financing One (1) E-350 Type III Ambulance

5 - Year Financing Quotes: Ambulance	5-year	Principal	Interest	Total	Monthly payment	Quarterly payment
CSDA Finance Corporation Includes loan fee of \$2,500 Required membership	4.70%	145,500.00	21,143.10	166,643.10	2,777.39	8,332.16
Bay Street Financing Loan fee of \$695 not included	6.55%	143,000.00	26,014.60	169,014.60	2,816.91	8,450.73
Republic First National Loan fee of \$599 not included	6.47%	143,000.00	25,671.40	168,671.40	2,811.19	8,433.57
6 - Year Financing Quotes: Ambulance	Interest	Principal	Interest	Total	Monthly payment	Quarterly payment
CSDA Finance Corporation Includes loan fee of \$2,500 Required membership	4.60%	145,500.00	25,672.08	171,172.08	2,377.39	7,132.17
Bay Street Financing Loan fee of \$695 not included	6.59%	143,000.00	31,454.56	174,454.56	2,422.98	7,268.94
Republic First National Loan fee of \$599 not included	6.53%	143,000.00	31,153.60	174,153.60	2,418.80	7,256.40



ATTACHMENT 2

November 27, 2024

To: Linda Hendy
Vendor: RedSky Emergency Vehicles
From: Stephanie Perez

Customer: Cambria Community Healthcare District

Thanks for the opportunity to give you a quote on your latest project!

Equipment: One (1) Crestline Ford E-350 Type III Ambulance

OPTION 1 Monthly Payments, First Payment Due February, 2025

Unit Cost:	\$ 206,560.74	Term (Years):	<u>5</u>	<u>6</u>
Down Payment:	\$ 63,560.74	Payments:	\$ 2,811.19	\$ 2,418.80
Net Financed:	<u>\$ 143,000.00</u>	Factor:	0.01966	0.01691
Payment Frequency:	Monthly	APR:	6.47%	6.53%
First Payment Date:	February, 2025			

OPTION 2 Annual Payments, First Payment Due in One Year

Unit Cost:	\$ 206,560.74	Term (Years):	<u>5</u>	<u>6</u>
Down Payment:	\$ 0.00	Payments:	\$ 49,661.69	\$ 42,709.13
Net Financed:	<u>\$ 206,560.74</u>	Factor:	0.24042	0.20676
Payment Frequency:	Annual	APR:	6.47%	6.53%
First Payment Date:	December, 2025			

Delivery Date: Estimated January 2025

A document fee of \$599 is due upon signing.

- * To qualify for the quoted rates, audited financial statements required.
- * This is a proposal only and not a commitment to finance. This proposal is subject to credit review and approval and proper execution of mutually acceptable documentation.
- * This transaction must be designated as tax-exempt under Section 103 of the Internal Revenue Code of 1986 as amended.
- * Lessee's total amount of tax exempt debt to be issued in this calendar year will not exceed the \$10,000,000 limit.
- * Payments and rates reflect pre-application of escrow earnings and manufacturer discounts, if any.

Sincerely,
Republic First National Corporation

Stephanie Perez
stephanie@rfnonline.com



CAMBRIA COMMUNITY HEALTHCARE DISTRICT

BOARD AGENDA STAFF REPORT – 05

TO: Board of Directors
FROM: Cecilia Montalvo, President
Linda Hendy, Administrator
DATE: December 17, 2024
DESCRIPTION: Membership Associations

RECOMMENDATION

Recommendation to cancel the current membership with the California Special District Association (CSDA) and join the California Ambulance Association (CAA) and Association of California Healthcare Districts (ACHD).

FISCAL IMPACT

Savings to the District in the amount of \$5,915.

DISCUSSION

Due to the increased cost of membership dues for the California Special District Association, Administrator Hendy was directed to research the cost of other California associations that would benefit the District by providing government and ambulance industry support, education, legislative advocacy, and Board Director and Management training.

Understanding the importance of staying current on government and industry regulations and having access to professional resources, District staff believe it would benefit the District to join both the California Ambulance Association and the Association of California Healthcare Districts at a cost to the District in the amount of \$2,722 and to cancel the current membership with the California Special District Association.

A summary of three (3) California associations is presented in Attachment 1 for Board consideration.

ATTACHMENT(S)

1. Membership Association Comparisons

BOARD ACTION

Motion to approve new memberships with the California Ambulance Association and the Association of California Healthcare Districts and to discontinue the current membership with the California Special District Association.

UNANIMOUS: __

MONTALVO__ MILEUR__ FEDOROFF__ MUMPER__ KULESA__

Cambria Community Healthcare District Membership Association - Comparisons

Memberships:	Annual Dues	Member Connection	Governance Toolkit	Legislative Advocacy	Education/W ebinars/ Conference	Board Member Training	CEO & Board Evaluations	Mission Statement:
California Special District Association	\$ 8,637	Online discussions related to government agency	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	CSDA is the voice for all special districts, providing members with the resources necessary to best serve their communities. CSDA provides education, legal advice, public relations support, legislative advocacy, funding, collateral design services, and current information that is crucial to a special district's management and operations effectiveness. https://www.csda.net
California Ambulance Association	\$ 750	Online discussions related to ambulance industry/billing	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	CAA founded in 1948, represents the interest of emergency and non-emergency ambulance service providers, serving nearly every county of the state of CA. The mission is to serve as the voice and resource on behalf of emergency ambulance services while promoting effective and fiscally responsible EMS systems and standards. https://www.the-cao.org
Association of CA Healthcare Districts	\$ 1,972		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	ACHD serves the diverse needs of healthcare districts by enhancing public awareness, training, and educating its members as well as advocating for legislative and regulatory policies that allow healthcare districts to deliver the best possible health services to their communities. https://www.achd.org
Not Included in membership	<input type="checkbox"/>							
Included in membership	<input checked="" type="checkbox"/>							



CAMBRIA COMMUNITY HEALTHCARE DISTRICT

BOARD AGENDA STAFF REPORT – 06

TO: Board of Directors
FROM: Cecilia Montalvo, President
Linda Hendy, Administrator
DATE: December 17, 2024
DESCRIPTION: Request for Proposal (RFP) for General Counsel Legal Services

RECOMMENDATION

Approval of the Draft Request for Proposal (RFP) for General Counsel Legal Services.

FISCAL IMPACT

None at the time.

DISCUSSION

On December 10, 2024, the District received a Resignation of District Counsel from Adamski Moroski Madden Cumberland & Green LLP (AMMCG). The firm's resignation is not because of a disagreement on any matter relating to the District's operations, policies, or practices. The letter received assures that AMMCG will honor its obligations to provide the District sufficient time to retain other counsel and provide the District assistance through the transition.

The next step is to begin the process of retaining new legal counsel. Administrator Hendy has provided a draft Request for Proposal for General Counsel Legal Services for Board review, and upon approval, a public notice will be issued.

ATTACHMENT(S)

1. Draft Request for Proposal for General Counsel Legal Services.
2. Resignation of District Counsel – Adamski Moroski Madden Cumberland & Green LLP

BOARD ACTION

Motion to approve the proposed Request for Proposal for General Counsel Legal Services.

UNANIMOUS: __

MONTALVO__ MILEUR__ FEDOROFF__ MUMPER__ KULESA__

Cambria Community Healthcare District



Request for Proposal General Counsel Legal Services

Proposals are due by January 17, 2025

Issue Date: December 18, 2024

Proposals should be addressed to Cecilia Montalvo,
President of the Board of Directors, via electronically to:
Linda Hendy, Administrator
at Lhendy@cambria-healthcare.org

Proposals sent by mail must be directed to:
Cambria Community Healthcare District
Attn: Cecilia Montalvo, President
2535 Main Street
Cambria, CA 93428

I. REQUEST FOR PROPOSALS

The Cambria Community Healthcare District (District) has issued a Request for Proposals (RFP) and invites law firms and individuals with qualifications and experience representing public agencies and/or special districts to submit proposals to serve as General Counsel for the District, provide general counsel legal services, represent the District in legal proceedings, and, as determined necessary, manage the engagement and coordination of Special Counsel.

General Counsel will enter into a contract with the District establishing the terms and compensation for the subject services and will report directly to the Cambria Community Healthcare District Board of Directors and Administrator.

II. INTRODUCTION

The Cambria Community Healthcare District was organized in 1947, under the authority of section 3200, et.seq., of the Health and Safety Code of the State of California. The District formation was approved by the local voting constituency and was authorized by the San Luis Obispo County Board of Supervisors.

The District is a public, tax and fee-supported Special District. The District provides advanced support ambulance service to the north coast of San Luis Obispo County, including Cambria, San Simeon, and the surrounding rural areas. The District also serves the southernmost part of Big Sur through a contract with AMR in Monterey County. The District is also responsible for recruiting needed healthcare services to the area and providing community health education.

The District's mission is to improve the health of District residents by providing emergency services, enhancing access to care, and promoting wellness. The District is governed by a five-member Board of Directors. The Administrator manages the District's day-to-day operations in accordance with the policies and procedures established by the Board of Directors.

Additional information about the District's service area, its customers, Board of Directors, staff, programs, activities, and finances are provided on our website at www.cambria-healthcare.org.

III. SCOPE OF SERVICES

The District is soliciting the interest of qualified professional law firms or an individual to provide a range of legal services. The contract term will be three years, with annual renewals contemplated based on a mutually agreeable working relationship. The successful candidate will be expected to provide the following general counsel services including, but not limited to:

- 1) Represent and advise the Administrator and the Board as directed in all matters pertaining to their role in the organization and provide advice or opinions on the legality of all matters under consideration by the Board of Directors and Administrator.
- 2) On an as-needed basis, attend and represent the District's legal interest at select Board of Director meetings. Meetings are typically held on the fourth Tuesday of the month at 9:00 AM in Cambria, California, and via Zoom.
- 3) The range of needed services routinely includes but is not limited to the following areas of law: Brown Act compliance, Public Records Act, Conflicts of Interest, election law, contracts, real estate and property transactions, land use, environmental law, public contracts/capital projects, Americans with Disabilities Act, personnel, employee relations, code enforcement, tort liability, and risk management.
- 4) Review proposed contracts, leases, and other legal documents.
- 5) Represent the District in civil litigation brought on behalf or against the District as necessary and directed by the Board.

The successful applicant must be an attorney licensed to practice law in the state of California. A strong generalist background in municipal law is preferred, with an emphasis on contract management and public employment law. The successful candidate will demonstrate the ability to identify and help manage risk and offer options to the Administrator while being cognizant of and acting prudently with respect to the District's limited financial resources.

IV. GENERAL PROPOSAL INFORMATION

- 1) All Proposals submitted will become the property of Cambria Community Healthcare District.
- 2) Respondent may modify or amend its Proposal only if the District receives the amendment prior to the deadline stated herein for receiving Proposals.
- 3) A Proposal may be considered non-responsive if conditional, incomplete, or if it contains alterations of form, additions not called for, or other irregularities that may constitute a material change to the Proposal.
- 4) Proposal Validity – Proposals must be valid for a period of at least 120 days from the closing date and time of this solicitation. Proposals may not be withdrawn after the submission date.
- 5) Pre-Contractual Expenses – The District shall not, under any circumstance, be liable for any pre-contractual expenses incurred by Respondents in the preparation of their Proposals. Respondents shall not include any such expenses as part of their Proposals.

V. ANTICIPATED PROPOSAL SCHEDULE

This solicitation is subject to the following schedule:

- Solicit Proposals December 18, 2024
- Last day for Respondent comments or questions January 10, 2025
- Proposals due January 17, 2025
- Candidate Interviews/Presentations January 21-22, 2025
- Notice of Recommended Award January 24, 2025
- Recommendation to the Board of Directors January 28, 2025

VI. RESPONDENT QUESTIONS, REQUEST FOR CLARIFICATION, AND EXCEPTIONS

Questions regarding any aspect of this solicitation should be submitted via email to: Lhendy@cambria-healthcare.org. In the event that the Respondent has any questions, requests for clarification, or wishes to take any exceptions regarding any part of this solicitation, the Respondent should notify the District in writing no later than January 10, 2025.

VII. PROPOSAL FORM AND CONTENT

The proposal must be organized in accordance with the list of proposal content.

- A. Letter of Transmittal: Include a cover letter signed by a duly authorized representative.
- B. Summary: Introduce the proposal and summarize the key provisions of the proposal. Based on your firm's expertise and qualifications, explain why your firm is best suited to provide the services described herein.
- C. Statement of Understanding: Include a detailed statement of understanding of the legal services to be provided. If there are services listed in this RFP that the firm will not be able to provide, please be certain to address that in your response.
- D. Background and Experience: Describe the firm's background and history, including the number of years in practice. List the location of office(s) that would serve the District. Identify key personnel that would provide the services described in this RFP.
- E. References: Include a list of references.
- F. Additional Information: Provide any other information that the firm believes is applicable to the evaluation of the proposal or your qualifications for providing the proposed legal services.

Proposals should be addressed to Cecilia Montalvo,
President of the Board of Directors, via electronically to:
Linda Hendy, Administrator
at Lhendy@cambria-healthcare.org

Proposals sent by mail must be directed to:

Cambria Community Healthcare District
Attn: Cecilia Montalvo, President
2535 Main Street Cambria, CA 93428
RFP FORM

This page, or a copy thereof containing an original signature, must be attached to and made part of each firm's written proposal.

In compliance with this request for proposals and all the conditions imposed therein and hereby incorporated by reference, the undersigned offers and agrees to furnish the services in accordance with the attached signed Proposal or as mutually agreed upon by subsequent negotiation.

Name and Address of Company

(Name of Company)

(Mailing Address of Company)

(City, State, Zip)

Date: _____

By: _____
(Print Name)

(Signature)

Title: _____

Telephone Number: _____

Email: _____

**ADAMSKI MOROSKI MADDEN
CUMBERLAND & GREEN LLP**

ATTORNEYS AT LAW

Post Office Box 3835 • San Luis Obispo, California 93403-3835
T 805-543-0990 • F 805-543-0980 • www.ammcglaw.com

December 10, 2024

VIA EMAIL and U.S. MAIL

Board of Directors
Cambria Community Healthcare District
c/o Ms. Linda Hendy, Administrator/Finance
2535 Main Street
Cambria CA 93428
Email: lhendy@cambria-healthcare.org

Re: Resignation of District Counsel

Ms. Hendy and Directors:

This letter is to notify you that Adamski Moroski Madden Cumberland & Green, LLP (the “Firm”) intends to resign from our representation of the Cambria Community Healthcare District (“District”) with respect to all matters for which you have engaged the Firm. We intend for our resignation to take effect upon the appointment of new legal counsel, but no later than February 28, 2025. The board may discharge the Firm at any time.

This letter is only to assure you that the Firm will honor its obligation to provide you with sufficient notice to retain other counsel and provide you with assistance through that transition. It has been a privilege to serve you, and our resignation is not because of any disagreement on any matter relating to the District’s operations, policies, or practices.

Your next step is to begin the process of retaining new legal counsel. To that end we recommend releasing a Request for Proposals for legal services as soon as possible. After new counsel is hired, we will ensure that the transition is as efficient as possible.

Thank you for the opportunity to have served you.

Respectfully,

ADAMSKI MOROSKI MADDEN
CUMBERLAND & GREEN LLP



JOSHUA M. GEORGE