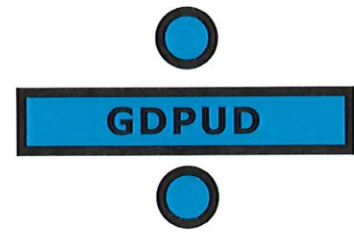


**NEW BUSINESS**

ITEM 7.C.

REPORT TO THE BOARD OF DIRECTORS  
BOARD MEETING OF 14 APRIL 2020  
AGENDA ITEM NO. 7.C.



**AGENDA SECTION: NEW BUSINESS**

**SUBJECT: AUTHORIZATION OF CALIFORNIA WATER/WASTEWATER AGENCY RESPONSE NETWORK ("CALWARN") MUTUAL AID AGREEMENT**

**PREPARED BY:** Jeff Nelson, Interim General Manager

**APPROVED BY:** Jeff Nelson, Interim General Manager

---

**BACKGROUND**

Currently, the Georgetown Divide Public Utilities District (GDPUD) does not have any formal mutual aid agreement with any nearby water/wastewater or public utility districts. The current emergency and the potential for future emergencies may result in the Georgetown Divide Public Utility District ("District") requiring assistance in the form of personnel, equipment, and supplies.

**DISCUSSION**

Having mutual aid agreements with neighboring or nearby districts is commonplace in the region, and can be beneficial to the GDPUD. In recognition of the potential for emergencies like the one the GDPUD currently faces, a regional, intrastate program for mutual aid and assistance for water and wastewater service providers has been established in the form of the California Water/Wastewater Agency Response Network ("CalWARN"). CalWARN members coordinate response activities and share resources during emergencies on an as requested basis (please note, CalWARN member agencies are not obligated to provide resources under this mutual aid agreement).

If the Board authorizes approval of this mutual aid agreement, the GDPUD would be part of CalWARN Region VI that includes agencies located in Placer, El Dorado, Sacramento, and Amador counties.

**FISCAL IMPACT**

No costs associated with approving the agreement. If aid is requested, agencies providing mutual aid may ask that costs related to the mutual aid and assistance provided through the CalWARN network be reimbursed by the entity requesting the aid.

**CEQA ASSESSMENT**

Not a CEQA Project.

**RECOMMENDED ACTION**

Staff recommends the Board of Directors of the GDPUD adopt the attached Resolution approving/authorizing participation in the California water/wastewater agency response network ("calWARN") 2007 omnibus mutual assistance agreement.

**ALTERNATIVES**

Reject the Resolution.

**ATTACHMENTS**

1. CalWARN Articles of Agreement
2. Resolution 2020-XX

**AGENDA ITEM 7.C.**

**Attachment 1**

**CaIWARN ARTICLES OF AGREEMENT**



1 **Articles of Agreement**  
2 **California Water/Wastewater Agency Response Network**  
3 **WARN 2007 Omnibus Mutual Assistance Agreement**  
4

5 This AGREEMENT is made and entered into by those water and wastewater utilities which have  
6 adopted and signed this agreement to provide mutual assistance in times of emergency in  
7 accordance with the California Emergency Services Act and the California Disaster and Civil  
8 Defense Master Mutual Aid Agreement; and to provide reimbursement for equipment, supplies  
9 and personnel made available on an emergency basis.

10  
11 All of said water and wastewater utilities being herein referred to collectively as "the parties."

12  
13 In consideration of the mutual covenants and agreements hereinafter set forth, the parties agree  
14 to provide mutual assistance to one another in times of emergency as follows:  
15

16  
17 **ARTICLE I.**  
18 **PURPOSE**  
19

20 Recognizing that emergencies may require assistance in the form of personnel, equipment, and  
21 supplies from outside the area of impact, the signatory utilities hereby establish an Intrastate  
22 Program for Mutual Aid and Assistance. Through the Mutual Aid and Assistance Program,  
23 Members coordinate response activities and share resources during emergencies. This  
24 Agreement sets forth the procedures and standards for the administration of the Intrastate  
25 Mutual Aid and Assistance Program and is available to all water and wastewater utilities, public  
26 and private, in the State of California.  
27

28  
29 **ARTICLE II.**  
30 **DEFINITIONS**  
31

- 32 A. **Authorized Official** – An employee or officer of a Member who is authorized to: (1) request  
33 assistance; (2) offer assistance; (3) refuse to offer assistance or (4) withdraw assistance  
34 under this.  
35
- 36 B. **Emergency** – A natural or human caused event or circumstance causing, or imminently  
37 threatening to cause impact to the operations of a member utility's system, loss of life, injury  
38 to person or property, human suffering or financial loss, and includes, but is not limited to,  
39 fire, flood, severe weather, earthquake, civil disturbance, riot, explosion, drought, volcanic  
40 activity, spills or releases of oil or hazardous material, contamination, utility or transportation  
41 emergencies, disease, blight, infestation, intentional acts, sabotage, declaration of war, or  
42 other conditions which is, or is likely to be beyond the control of the services, personnel,  
43 equipment, and facilities of a Member and requires mutual assistance.  
44
- 45 C. **Member** – Any public or private water or wastewater utility that manifests intent to  
46 participate in the Mutual Aid and Assistance Program by executing this, the California  
47 Water/Wastewater Agency Response Network (CalWARN) Agreement.  
48
- 49 D. **Associate Member** – Any non utility participant, approved by the State Steering Committee,  
50 that provides a support role for the WARN program, for example State Department of Public

1 Health, or associations, who are members of the Regional or State Steering Committees  
2 and do not officially sign the WARN agreement.  
3

- 4 E. **Confidential Information** - Any document shared with any signatory to this Agreement that  
5 is marked confidential, including but not limited to any map, report, notes, papers, opinion,  
6 or e-mail which relates to the system vulnerabilities of a Member or Associate Member.  
7
- 8 F. **Non-Responding Member** - A Member that does not provide assistance during a Period of  
9 Assistance under the Mutual Aid and Assistance Program.  
10
- 11 G. **Requesting Member** – A Member who requests assistance under the Mutual Aid and  
12 Assistance Program.  
13
- 14 H. **Responding Member** – A Member that responds to a request for assistance under the  
15 Mutual Aid and Assistance Program.  
16
- 17 I. **Period of Assistance** – A specified period of time when a Responding Member assists a  
18 Requesting Member. The period commences when personnel, equipment, or supplies  
19 depart from Responding Member's facility and ends when the resources return to their  
20 facility (portal to portal). All protections identified in the Agreement apply during this period.  
21 The specified Period of Assistance may occur during response to or recovery from an  
22 Emergency.  
23
- 24 J. **National Incident Management System (NIMS)** - A national, standardized approach to  
25 incident management and response that sets uniform processes and procedures for  
26 emergency response operations.  
27
- 28 K. **Standardized Emergency Management System (SEMS)** - A standardized approach to  
29 field command and jurisdictional management and response set forth by State of California  
30 Code of Regulations for multi-agency or multi-jurisdictional response to an emergency.  
31  
32

33 **ARTICLE III.**  
34 **ADMINISTRATION**  
35

36 The administration of the Water/Wastewater Agency Response Network (WARN) will be  
37 through WARN Regional Steering Committees (RSC) and the WARN State Steering Committee  
38 (SSC).  
39

40 The WARN RSCs will be established by representatives from the Members in that region. A  
41 chair and co-chair will be elected and act as administrators for that region. The chair will  
42 represent the region on the WARN SSC. Each WARN RSC will sponsor an annual meeting for  
43 Members, maintain a data base of all water and wastewater utilities who have signed this  
44 Agreement, and meet as a committee to address concerns and procedures for requesting  
45 mutual assistance in that region. The regions will be comprised of one or more of the six Office  
46 of Emergency Services (OES) mutual aid regions.  
47

48 The WARN SSC will include the chairs of the regional steering committees, and a  
49 representative from the California Department of Public Health (CDPH), California Utilities  
50 Emergency Association (CUEA), Department of Water Resources (DWR), the American Water  
51 Works Association (AWWA) Emergency Planning Committee, California Rural Water



1 Association (CRWA) and California Sanitation Risk Management Authority (CSRMA). The SSC  
2 will identify a Chair for the purpose of leading the SSC and act as a point of contact for the  
3 WARN SSC. At a minimum, the WARN SSC will meet annually and issue a list of participating  
4 utilities. The database will be maintained on the WARN website, managed by a volunteer  
5 Member, as appointed by the SSC.  
6  
7

8 **ARTICLE IV.**  
9 **PROCEDURES**

- 10  
11 A. In coordination with the Regional Steering Committees, emergency management and public  
12 health system of the state, the State Steering Committee shall develop operational and  
13 planning procedures for the Mutual Aid and Assistance Program. These procedures shall  
14 be consistent with the Standardized Emergency Management System (SEMS) and the  
15 National Incident Management System (NIMS), reviewed at least annually and updated as  
16 needed by the State Steering Committee.  
17  
18 B. Requests for emergency assistance under this Agreement shall be directed to the  
19 appropriate Authorized Official(s) from the list of Members.  
20  
21 C. Consistent with SEMS, when more than one County is impacted by a disaster, requests for  
22 mutual assistance under this Agreement may be channeled through the CUEA Utility  
23 Operation Center to ensure maximum effectiveness in allocating resources to the highest  
24 priority needs.  
25

26  
27 **ARTICLE V.**  
28 **REQUESTS FOR ASSISTANCE**

29  
30 In general, assistance will be in the form of resources, such as equipment, supplies, and  
31 personnel. Assistance shall be given only when Responding Member determines that its own  
32 needs can be met while rendering assistance. The execution of this Agreement shall not create  
33 any duty to respond on the part of any party hereto. A potential Responding Member shall not  
34 be held liable for failing to provide assistance. A potential Responding Member has the  
35 absolute discretion to decline to provide any requested assistance.  
36

- 37 A. **Member Responsibility** - Members shall identify an Authorized Official and alternates;  
38 provide contact information including 24-hour access; and maintain resource information  
39 made available by the utility for mutual aid and assistance response, as allowed by utility  
40 policy. Such information shall be updated annually or as changes occur (whichever is  
41 sooner), provided to the State Steering Committee, and uploaded into the statewide  
42 database.  
43  
44 B. **Member Request** - In the event of an Emergency, a Member's Authorized Official may  
45 request mutual aid and assistance from a participating Member. Requests for assistance  
46 can be made orally or in writing. When made orally, the request for personnel, equipment,  
47 and supplies shall also be prepared in writing and submitted to the participating Member as  
48 soon as practicable. Requests for assistance shall be directed to the Authorized Official of  
49 the participating Member. Specific protocols for requesting aid shall be provided in the  
50 procedures developed under Article IV.  
51



1 C. **Response to a Request for Assistance** – Members are not obligated to respond to a  
2 request. After a Member receives a request for assistance, the Authorized Official evaluates  
3 whether or not to respond, whether resources are available to respond, or if other  
4 circumstances would hinder response. Following the evaluation, the Authorized  
5 Representative shall inform, as soon as possible, the Requesting Member whether it will  
6 respond. If the Member is willing and able to provide assistance, the Member shall inform  
7 the Requesting Member about the type of available resources and the approximate arrival  
8 time of such assistance.

9  
10 D. **Discretion of Responding Member's Authorized Official** – Execution of this Agreement  
11 does not create any duty to respond to a request for assistance. When a Member receives  
12 a request for assistance, the Authorized Official shall have sole and absolute discretion as to  
13 whether or not to respond, or the availability of resources to be used in such response. An  
14 Authorized Member's decisions on the availability of resources shall be final.

15  
16  
17 **ARTICLE VI.**  
18 **RESPONSE COORDINATION**  
19

20 When providing assistance under this Agreement, the Requesting Member and Responding  
21 Member shall be organized and shall function under the Standard Emergency Management  
22 System and National Incident Management System protocols and procedures.

23  
24 A. **Personnel** – Responding Member retains right to identify the employees who are willing  
25 to participate and the resources that are available.

26  
27 B. **Control** – While employees so provided may be under the supervision of the  
28 Responding Member, the Responding Member's employees come under the direction  
29 and control of the Requesting Member, consistent with the NIMS Incident Command  
30 System to address the needs identified by the Requesting Member. The Requesting  
31 Member's Authorized Official shall coordinate response activities with the designated  
32 supervisor(s) of the Responding Member(s). Whenever practical, Responding  
33 Member personnel must be self sufficient for up to 72 hours. The Responding Member's  
34 designated supervisor(s) must keep accurate records of work performed by personnel  
35 during the specified Period of Assistance.

36  
37 C. **Food and Shelter** – When possible, the Requesting Member shall supply reasonable food  
38 and shelter for Responding Member personnel. If the Requesting Member is unable to  
39 provide food and shelter for Responding Member personnel, the Responding Member's  
40 designated supervisor is authorized to secure the resources necessary to meet the needs of  
41 its personnel. Except as provided below, the cost for such resources must not exceed the  
42 State per diem rates for that area. To the extent Food and Shelter costs exceed the State  
43 per diem rates for the area, the Responding Member must demonstrate that the additional  
44 costs were reasonable and necessary under the circumstances. Unless otherwise agreed  
45 to in writing, the Requesting Member remains responsible for reimbursing the Responding  
46 Member for all reasonable and necessary costs associated with providing food and shelter,  
47 if such resources are not provided.

48  
49 D. **Communication** – The Requesting Member shall provide Responding Member personnel  
50 with radio equipment as available, or radio frequency information to program existing radio,  
51 in order to facilitate communications with local responders and utility personnel.



- 1  
2 E. **Status** - Unless otherwise provided by law, the Responding Member's officers and  
3 employees retain the same privileges, immunities, rights, duties and benefits as provided in  
4 their respective jurisdictions.  
5  
6 F. **Licenses and Permits** – To the extent permitted by law, Responding Member personnel  
7 who hold licenses, certificates, or permits evidencing professional, mechanical, or other  
8 skills shall be allowed to carry out activities and tasks relevant and related to their respective  
9 credentials during the specified Period of Assistance.  
10  
11 G. **Right to Withdraw Resources** - The Responding Member's Authorized Official retains the  
12 right to withdraw some or all of its resources at any time for any reason in the Responding  
13 Member's sole and absolute discretion. Notice of intention to withdraw must be  
14 communicated to the Requesting Member's Authorized Official as soon as soon as is  
15 practicable under the circumstances.  
16  
17

18  
19 **ARTICLE VII.**  
20 **COST REIMBURSEMENT**

21 Unless otherwise mutually agreed in whole or in part by both parties, the Requesting Member  
22 shall reimburse the Responding Member for each of the following categories of costs incurred  
23 while providing aid and assistance during the specified Period of Assistance.  
24

- 25 A. **Personnel** – Responding Member will make such employees as are willing to  
26 participate available to Requesting Member at Requesting Member's expense equal to  
27 Responding Member's full cost, i.e., equal to the employee's applicable salary or hourly  
28 wage plus fringe benefits and overhead, and consistent with Responding Member's  
29 collective bargaining agreements or other conditions of employment. All costs incurred  
30 for work performed during the specified Period of Assistance will be included. The  
31 Requesting Member shall be responsible for all direct and indirect labor costs.  
32  
33 B. **Equipment** – Use of equipment, such as construction equipment, vehicles, tools, pumps  
34 and generators, shall be at Responding Member's current equipment rate and subject to the  
35 following conditions: The Requesting Member shall reimburse the Responding Member for  
36 the use of equipment during the specified Period of Assistance, including, but not limited to,  
37 reasonable rental rates, all fuel, lubrication, maintenance, transportation, and  
38 loading/unloading of loaned equipment. All equipment shall be returned to the Responding  
39 Member as soon as is practicable and reasonable under the circumstances.  
40 (a) At the option of Responding Member, equipment may be provided with an  
41 operator.  
42 (b) Equipment shall be returned to Responding Member within 24 hours after receipt  
43 of an oral or written request for return.  
44 (c) Requesting Member shall, at its own expense, supply all fuel, lubrication and  
45 maintenance for furnished equipment.  
46 (d) Responding Member's cost related to the transportation, handling and  
47 loading/unloading of equipment shall be chargeable to Requesting Member.  
48 (e) In the event equipment is damaged while being dispatched to Requesting Member,  
49 or while in the custody and use of Requesting Member, Requesting Member shall  
50 reimburse Responding Member for the reasonable cost of repairing said damaged  
51 equipment. If the equipment cannot be repaired, then Requesting Member shall



1 reimburse Responding Member for the cost of replacing such equipment with  
2 equipment that is of at least equal capability as determined by the Responding  
3 Member. If Responding Member must lease a piece of equipment while Requesting  
4 Member equipment is being repaired or replaced, Requesting Member shall  
5 reimburse Responding Member for such lease costs.  
6

7 C. **Materials and Supplies** – Requesting Member shall reimburse Responding Member in  
8 kind or at actual replacement cost, plus handling charges, for use of expendable or non-  
9 returnable supplies. Other supplies and reusable items that are returned to Responding  
10 Member in a clean, damage-free condition shall not be charged to the Requesting  
11 Member and no rental fee will be charged; otherwise, they shall be treated as  
12 expendable supplies. Supplies that are returned to the Responding Member with  
13 damage must be treated as expendable supplies for purposes of cost reimbursement.  
14

15 D. **Payment Period** – The Responding Member shall provide an itemized bill to the Requesting  
16 Member for all expenses incurred by the Responding Member while providing assistance  
17 under this Agreement. The Requesting Member shall send the itemized bill not later than  
18 (90) ninety days following the end of the Period of Assistance. The Responding Member  
19 may request additional periods of time within which to submit the itemized bill, and  
20 Requesting Member shall not unreasonably withhold consent to such request. The  
21 Requesting Member agrees to reimburse the Responding Member within 60 days from  
22 receipt of an invoice for assistance provided under this Agreement. The Requesting  
23 Member may request additional periods of time within which to pay the itemized bill, and  
24 Responding Member shall not unreasonably withhold consent to such request, provided,  
25 however, that all payment shall occur not later than one-year after the date a final itemized  
26 bill is submitted to the Requesting Member.  
27

28 E. **Records** - Each Responding Member and its duly authorized representatives shall have  
29 access to a Requesting Member's books, documents, notes, reports, papers and records  
30 which are directly pertinent to this Agreement for the purposes of reviewing the accuracy of  
31 a cost bill or making a financial, maintenance or regulatory audit. Each Requesting Member  
32 and its duly authorized representatives shall have access to a Responding Member's books,  
33 documents, notes, reports, papers and records which are directly pertinent to this  
34 Agreement for the purposes of reviewing the accuracy of a cost bill or making a financial,  
35 maintenance or regulatory audit. Such records shall be maintained for at least three (3)  
36 years or longer where required by law and as needed for federal reimbursement practices.  
37  
38

39 **ARTICLE VIII.**  
40 **ARBITRATION**  
41

42 If any controversy or claim arises out of, or relates to, the Agreement, including, but not limited  
43 to an alleged breach of the Agreement, the disputing Members shall first attempt to resolve the  
44 dispute by negotiation, followed by mediation and finally shall be settled by arbitration in  
45 accordance with the Rules of the American Arbitration Association. Judgment on the award  
46 rendered by the arbitrator(s) may be entered in any court having jurisdiction.  
47  
48



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17

**ARTICLE IX.**  
**REQUESTING MEMBER'S DUTY TO INDEMNIFY**

Pursuant to Government Code Section 895.4, and subject to Article X, Requesting Member shall assume the defense of, fully indemnify and hold harmless Responding Member, its Directors, Council Members, Supervisors, officers and employees, from all claims, loss, damage, injury and liability of every kind, nature and description, directly or indirectly arising from the Requesting Member's work hereunder, including, but not limited to, negligent or wrongful use of equipment, supplies or personnel provided to Requesting Member or faulty workmanship or other negligent acts, errors or omissions by Responding Member, or by personnel provided to Requesting Member from the time assistance is requested and rendered until the assistance is returned to Responding Member's control, portal to portal.

18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39

**ARTICLE X.**  
**SIGNATORY INDEMNIFICATION**

In the event of a liability, claim, demand, action or proceeding, of whatever kind or nature arising out of the rendering of assistance through this Agreement, the parties involved in rendering or receiving assistance agree to indemnify and hold harmless all Members whose only involvement is the execution and approval of this Agreement, in the transaction or occurrence which is the subject of such claim, action, demand or other proceeding. Such indemnification shall include indemnity for all claims, demands, liability, damages and costs, including reasonable attorneys' fees and other costs of defense, for injury, property damage and workers compensation.

40  
41  
42  
43  
44  
45  
46

**ARTICLE XI.**  
**WORKER'S COMPENSATION CLAIMS**

The Responding Member is responsible for providing worker's compensation benefits and administering worker's compensation for its employees. The Requesting Member is responsible for providing worker's compensation benefits and administering worker's compensation for its employees.

**ARTICLE XII.**  
**NOTICE**

Each party hereto shall give to the others prompt and timely written notice of any claim made or any suit instituted coming to its knowledge, which in any way, directly or indirectly, contingently or otherwise, affects or might affect them, and each Member shall have the right to participate in the defense of the same, as it considers necessary to protect its own interests.





1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13

**ARTICLE XVIII.**  
**SEVERABILITY**

14 If any term or provision of this Agreement is declared by a court of competent jurisdiction to be  
15 illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be  
16 affected, and the rights and obligations of the parties shall be construed and enforced as if the  
17 Agreement did not contain the particular term or provision held to be invalid.  
18

19  
20  
21  
22

**ARTICLE XIX.**  
**PRIOR AGREEMENTS**

23 To the extent that prior agreements among signatories to this Agreement for mutual assistance  
24 are inconsistent with this Agreement, such agreements are hereby superseded. This  
25 Agreement supersedes the 1996 Omnibus Mutual Aid Agreement, the WARN 1997 Omnibus  
26 Mutual Aid Agreement, and the WARN 2001 Omnibus Mutual Aid and Assistance Agreement.  
27

28  
29  
30  
31  
32  
33

**ARTICLE XX.**  
**PROHIBITION ON THIRD PARTIES AND ASSIGNMENT OF RIGHTS/DUTIES**

34 This Agreement is for the sole benefit of the Members and no other person or entity has rights  
35 under this Agreement as a third party beneficiary. Assignment of benefits or delegation of  
36 duties created by this Agreement to third parties that are not Members is prohibited and without  
37 effect.  
38

39  
40  
41  
42  
43  
44  
45

**ARTICLE XXI.**  
**TORT CLAIMS**

39 This Agreement in no way abrogates or waives any immunity or defense available under  
40 California law.  
41

42  
43  
44  
45

**ARTICLE XXII.**  
**INTRASTATE AND INTERSTATE MUTUAL AID AND ASSISTANCE PROGRAMS**

39 To the extent practicable, Members retain the right to participate in mutual aid and assistance  
40 activities conducted under the State of California Intrastate WARN Mutual Aid and Assistance  
41 Program and the Interstate Emergency Management Assistance Compact (EMAC) and similar  
42 programs.  
43  
44  
45

**AGENDA ITEM 7.C.**

**Attachment 2**

**RESOLUTION 2020-XX**

**RESOLUTION NO. 2020-XX**  
**OF THE BOARD OF DIRECTORS OF THE**  
**GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT**  
**AUTHORIZING PARTICIPATION IN THE CALIFORNIA WATER/WASTEWATER**  
**AGENCY RESPONSE NETWORK (“CALWARN”) 2007 OMNIBUS MUTUAL**  
**ASSISTANCE AGREEMENT**

**WHEREAS**, on March 4, 2020, the Governor of the State of California (“Governor”) declared a state of emergency in the State of California (“State”) based on the number of confirmed cases of the novel coronavirus (“COVID-19”) in the State; and

**WHEREAS**, on March 19, 2020, the El Dorado County Public Health Officer issued a shelter in place order to slow the spread of COVID-19, requiring El Dorado County residents, including District customers to remain at their place of residence and ordering all businesses, except for those identified as essential, to cease all activities until 11:59 p.m. on April 16, 2020 or until the order to remain in place is extended, rescinded, superseded, or amended by the health official; and

**WHEREAS**, on March 19, 2020, the Governor issued a state-wide shelter in place order to slow the spread of COVID-19; and

**WHEREAS**, the current emergency and the potential for future emergencies may result in the Georgetown Divide Public Utility District (“District”) requiring assistance in the form of personnel, equipment, and supplies; and

**WHEREAS**, in recognition of the potential for emergencies like the one the District currently faces, a regional, intrastate program for mutual aid and assistance for water and wastewater service providers has been established: the California Water/Wastewater Agency Response Network (“CalWARN”); and

**WHEREAS**, through CalWARN, members coordinate response activities and share resources during emergencies on an as requested basis, but are not obligated to provide resources; and

**WHEREAS**, participation in the CalWARN network allows the District to receive and give assistance to and from other water and wastewater service providers when emergency needs arise; and

**WHEREAS**, the District would be part of CalWARN Region VI that includes agencies located in counties surrounding the District including Placer, El Dorado, Sacramento, and Amador counties; and

**WHEREAS**, costs related to the mutual aid and assistance provided in the CalWARN network are reimbursed by the entity requesting the aid; and



**WHEREAS**, to ensure the District can continue to operate during emergencies, District staff recommends participation in the CalWARN network by execution of the CalWARN 2007 Omnibus Mutual Assistance Agreement.

**NOW, THEREFORE, BE IT RESOLVED THAT THE BOARD OF DIRECTORS OF THE GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT** as follows:

1. Mutual aid assistance from other water and wastewater service providers will benefit the District ensuring that it can continue to operate during emergency conditions.
2. The Water/Wastewater Agency Response Network (“CalWARN”) 2007 Omnibus Mutual Assistance Agreement is hereby approved.
3. The Board of Directors hereby authorizes the Interim General Manager to execute, on behalf of the District, the California Water/Wastewater Agency Response Network (“CalWARN”) 2007 Omnibus Mutual Assistance Agreement and take all necessary and proper actions to ensure the District is a member of the CalWARN network.

**PASSED AND ADOPTED** by the Board of Directors of the Georgetown Divide Public Utility District at a meeting of said Board held on the \_\_\_ day of \_\_\_\_\_ 2020, by the following vote:

AYES:

NOES:

ABSENT/ABSTAIN:

\_\_\_\_\_  
President, Board of Directors  
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

*Attest:*

\_\_\_\_\_  
Jeff Nelson, Clerk and Ex officio  
Secretary, Board of Directors  
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

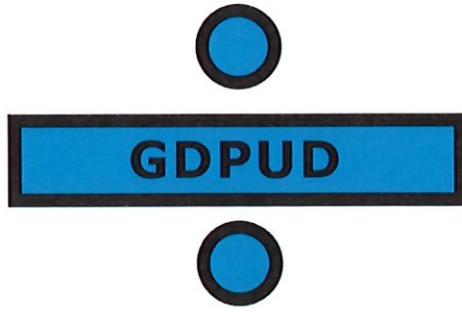


## CERTIFICATION

I hereby certify that the foregoing is a full, true and correct copy of Resolution 2020-XX duly and regularly adopted by the Board of Directors of the Georgetown Divide Public Utility District, County of El Dorado, State of California, on this fourteenth day of April, 2020.

---

Jeff Nelson, Clerk and Ex officio  
Secretary, Board of Directors  
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT



## NEW BUSINESS

ITEM 7.D.

REPORT TO THE BOARD OF DIRECTORS  
BOARD MEETING OF 14 APRIL 2020  
AGENDA ITEM NO. 7.D.



**AGENDA SECTION:** NEW BUSINESS

**SUBJECT:** WAIVING LATE FEES ON UTILITY BILLS FOR CUSTOMERS  
IMPACTED BY COVID-19 DURING THE STATE -WIDE AND EL  
DORADO COUNTY SHELTER IN PLACE ORDERS

**PREPARED BY:** Jeff Nelson, Interim General Manager

**APPROVED BY:** Jeff Nelson, Interim General Manager

---

**BACKGROUND**

Currently, the Georgetown Divide Public Utilities District (GDPUD) charges a late fee for bills that are not paid within 30 days of the issuance of bills. Bills are routinely sent out on the first day of every month, so late fees would be assessed starting on the first day of the following month. Late fees are \$12 plus 1% of the amount of any outstanding bill (outstanding balances from previous months). Currently, the GDPUD staff do not waive late fees.

**DISCUSSION**

On March 4, 2020, the Governor of the State of California ("Governor") declared a state of emergency in the State of California ("State") based on the number of confirmed cases of the novel coronavirus ("COVID-19") in the State. On March 19, 2020, the Governor issued a state-wide shelter in place order to slow the spread of COVID-19.

On March 16, 2020, the Governor issued Executive Order N-28-20, encouraging utility providers such as GDPUD to implement customer service protections for critical utilities, including water, in response to the COVID-19 state of emergency.

On March 19, 2020, the El Dorado County Public Health Officer also issued a shelter in place order to slow the spread of COVID-19, requiring El Dorado County residents, including District customers to remain at their place of residence and ordering all businesses, except for those identified as essential, to cease all activities until 11:59 p.m. on April 16, 2020 or until the shelter in place order is extended, rescinded, superseded, or amended by the public health official.

**FISCAL IMPACT**

The cost to the District will be \$3,500 to \$4,500 per month.

**CEQA ASSESSMENT**

Not a CEQA Project.

**RECOMMENDED ACTION**

To support the Governor's and the County's Public Health Office shelter in place orders to slow the spread of COVID-19 and follow the directive in Executive Order N-28-20 to provide customer service protections for critical utilities, Staff recommends the Board temporarily all late fees incurred on District utility bills as a consequence of COVID-19 starting with March billings, and until shelter in place orders are lifted or until otherwise deemed appropriate by the Board of Directors.

Staff proposes to waive all late fees during the above mentioned period for customers that notifies the GDPUD in writing (e-mail is sufficient) that the customer needs to delay all or some payment of the customer's utility bill because of reasons related to COVID-19, including but not limited to the following:

1. The customer was unavailable to work because the customer was sick with suspected or confirmed case of COVID-19 or caring for a household or family member who was sick with a suspected or confirmed case COVID-19;
2. The customer experienced a lay-off, loss of hours, or other income reduction resulting from COVID-19, the Governor's state of emergency, the El Dorado County Health Officer's shelter in place order, the Governor's shelter in place order, or other related government response; or
3. The customer needed to miss work to care for a child whose school was closed in response to COVID-19.

The GDPUD reserves the right to request the customer provide verifiable documentation such as termination notices, payroll checks, pay stubs, bank statements, medical bills, or signed letters or statement from an employer or supervisor to explain the customer's changed financial circumstance, to support the customer's assertion of an inability to pay.

**ALTERNATIVES**

- (a) Request substantive changes to the Resolution for staff to implement;
- (b) Reject the Resolution.

**ATTACHMENTS**

1. Resolution

**AGENDA ITEM 7.D.**

**Attachment 1**

**Resolution**



**RESOLUTION NO. 2020-XX**  
**OF THE BOARD OF DIRECTORS OF THE**  
**GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT**  
**WAIVING LATE FEES ON UTILITY BILLS FOR CUSTOMERS IMPACTED BY**  
**COVID-19 DURING THE EL DORADO COUNTY SHELTER IN PLACE ORDER**  
**RELATED TO COVID-19**

**WHEREAS**, on March 4, 2020, the Governor of the State of California (“Governor”) declared a state of emergency in the State of California (“State”) based on the number of confirmed cases of the novel coronavirus (“COVID-19”) in the State; and

**WHEREAS**, on March 16, 2020, the Governor issued Executive Order N-28-20, encouraging utility providers such as Georgetown Divide Public Utility District (“District”) to implement customer service protections for critical utilities, including water, in response to the COVID-19 state of emergency; and

**WHEREAS**, on March 19, 2020, the El Dorado County Public Health Officer issued a shelter in place order to slow the spread of COVID-19, requiring El Dorado County residents, including District customers to remain at their place of residence and ordering all businesses, except for those identified as essential, to cease all activities until 11:59 p.m. on April 16, 2020 or until the shelter in place order is extended, rescinded, superseded, or amended by the public health official; and

**WHEREAS**, on March 19, 2020, the Governor issued a state-wide shelter in place order to slow the spread of COVID-19; and

**WHEREAS**, to ensure that District customers comply with the shelter in place orders to slow the spread of COVID-19 and follow the directive in Executive Order N-28-20 to provide customer service protections for critical utilities, the District will waive all late fees incurred on District utility bills as a consequence of COVID-19 for the duration of the El Dorado County Health Officer’s shelter in place order related to COVID-19.

**NOW, THEREFORE, BE IT RESOLVED THAT THE BOARD OF DIRECTORS OF THE GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT** as follows:

The Georgetown Divide Public Utility District (“District”) shall waive all late fees incurred during the period of the El Dorado County Public Health Officer’s shelter in place order where a customer notifies the District in writing that the customer needs to delay all or some payment of the customer’s utility bill because of reasons related to COVID-19, including but not limited to the following:

1. The customer was unavailable to work because the customer was sick with suspected or confirmed case of COVID-19 or caring for a household or family member who was sick with a suspected or confirmed case COVID-19;



2. The customer experienced a lay-off, loss of hours, or other income reduction resulting from COVID-19, the Governor's state of emergency, the El Dorado County Health Officer's shelter in place order, the Governor's shelter in place order, or other related government response; or
3. The customer needed to miss work to care for a child whose school was closed in response to COVID-19.

The District may request the customer provide verifiable documentation such as termination notices, payroll checks, pay stubs, bank statements, medical bills, or signed letters or statement from an employer or supervisor to explain the customer's changed financial circumstance, to support the customer's assertion of an inability to pay.

**PASSED AND ADOPTED** by the Board of Directors of the Georgetown Divide Public Utility District at a meeting of said Board held on the fourteenth day of April, 2020, by the following vote:

AYES:

NOES:

ABSENT/ABSTAIN:

---

David Souza, President, Board of Directors  
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

*Attest:*

---

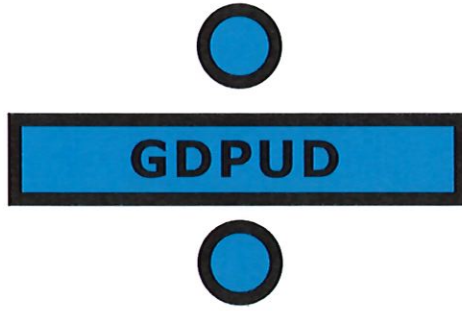
Jeff Nelson, Clerk and Ex officio  
Secretary, Board of Directors  
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

## CERTIFICATION

I hereby certify that the foregoing is a full, true and correct copy of Resolution 2020-XX duly and regularly adopted by the Board of Directors of the Georgetown Divide Public Utility District, County of El Dorado, State of California, on this fourteenth day of April, 2020.

---

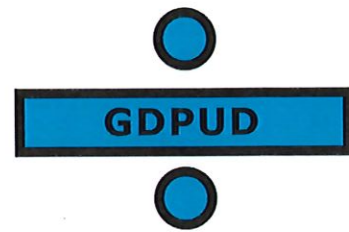
Jeff Nelson, Clerk and Ex officio  
Secretary, Board of Directors  
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT



## NEW BUSINESS

ITEM 7.E.

REPORT TO THE BOARD OF DIRECTORS  
BOARD MEETING OF APRIL 14, 2020  
AGENDA ITEM NO. 7.E.



**AGENDA SECTION:** NEW BUSINESS

**SUBJECT:** REVIEW OF FINANCE COMMITTEE POLICY

**PREPARED BY:** Jeff Nelson, PE, Interim General Manager

**APPROVED BY:** Jeff Nelson, PE, Interim General Manager

---

**BACKGROUND**

The governing body ("Board") of the Georgetown Divide Public Utility District ("District") is authorized to appoint a Finance Committee. The primary role of the Committee is to provide recommendations to the Board in response to proposals made by staff on matters related to the District's finances. The Committee is advisory in nature and reports and is responsible to the Board. The Committee and its members have no authority to set policy, expend funds, or make obligations on behalf of the Board or the District.

The District memorialized the membership, duties, and responsibilities of the Finance Committee most recently through Resolution 2018-14.

**DISCUSSION**

At the request of Director Garcia, staff has included an amended version of the Finance Committee Roles and Responsibilities rewritten by Director Garcia for discussion.

In response to requests from the Finance Committee, District staff have been preparing and posting regular (usually monthly) Finance Committee agendas, coordinating and participating in Finance Committee meetings, responding to requests for detailed financial information from the Finance Committee, and meeting with Finance Committee members to respond to questions regarding the information provided by staff.

For the next few months, District staff will be focused on responding to information requests and requests for interviews from the District Auditor, Lance, Soll, & Lunghard, LLP for the interim as well as the year end audit; preparing draft and final budgets for Fiscal Year 2020/2021 for Board review and approval; converting to a new accounting system including detailed interviews and training with Tyler staff, performing multiple data pulls and data review, training new staff members on their day to day duties as well as detailed training on upcoming implementation of the new accounting software. This work is being done in



addition to the routine financial operations of the District. In addition, District staff are working under unusual circumstances (COVID 19 emergency), and the Interim General Manager is working on a limited, part-time schedule.

### **FISCAL IMPACT**

Current financial impact to interacting with the Finance Committee is approximately 10 hours per month by the District Management Analyst (Christina Cross), 6 to 8 hours a month by the District Accounts Payable administrator (Kelly Molloy), and 6 to 8 hours a month by the General Manager. While the magnitude of the impact is hard to estimate at this time, any expansion of the Finance Committee's roles and responsibilities will likely increase the amount of time District staff spend interacting with the Finance Committee.

### **CEQA ASSESSMENT**

Not a CEQA Project.

### **RECOMMENDED ACTION**

Staff recommends the Board discuss the amended version of the Finance Committee Roles and Responsibilities brought forward by Director Garcia. Possible actions include modifying the current Finance Committee Policy (including adopting the Finance Committee Policy revisions proposed by Director Garcia), suspend the Finance Committee until the COVID 19 emergency has passed, disband the Finance Committee, or no action.

### **ATTACHMENTS**

1. Director Garcia's Proposed Amended Finance Committee Roles and Responsibilities and Finance Committee Policy
2. Resolution 2018-14

**AGENDA ITEM 7.E.**

**Attachment 1**

**Amended Finance Committee Roles and Responsibilities**



**Resolution No. 2020-XX  
of the Board of Directors of the  
Georgetown Divide Utility District  
Providing Role and Responsibilities of the Finance Committee.**

**Whereas**, the Georgetown Divide Utility District (“District”) Board of Directors (“Board”) previously memorialized its Finance Committee membership, roles, responsibilities, and other duties through Resolution 2018-14; and

**Whereas**, the Board seeks to rescind and replace Resolution 2018-14 to modify the roles and responsibilities of the Finance Committee; and

**Whereas**, the Finance Committee will assist the Board in the review of all financial information of the District and make recommendations to the Board for actions related to the District’s finance, budgeting, and auditing; and financial policies and reports; and

**Whereas**, the Board finds it to be in the best interest of the public to establish the Finance Committee’s roles and responsibilities as set forth herein.

**Now, therefore, be it resolved by the Board as follows:**

SECTION 1: Resolution 2018-14 is hereby rescinded and replaced with this Resolution 2020-XX and shall be of no further force or effect following the Board’s adoption of this Resolution 2020-XX.

SECTION 2: The Finance Committee (“Committee”) shall be created as follows:

1. **Membership; Quorum.** The Committee shall be composed of no fewer than three (3) and no more than seven (7) members. A quorum shall consist of a simple majority of the total number of members currently appointed to the Committee.
2. **Selection of Committee Members.** The policies for selecting Committee members are shown in “Exhibit A and Exhibit C” which are attached hereto and incorporated herein by references as if set forth in full.
3. **Role of the Committee.** The primary role of the Committee is to provide recommendations to the Board in response to requests by the Board, or in response to Board approved proposals made by staff on matters related to the District’s finances, or in response to Board direction on activities per the conceptual budget timeline shown in “Exhibit D”. It shall be the responsibility of the committee to adhere to the Board approved Conceptual Budget Timeline and to:

- a. Review annual operating budget proposed by staff and make recommendations to the Board prior to the Board receiving the annual operating budget for approval.
  - b. Review
    - 1. All emergency, short-range, long-range strategic financial plans and quarterly financial reports proposed by staff, and
    - 2. The Committee Chair will make recommendations to the Board prior to the Board receiving proposed financial plans and reports for approval.
  - c. Review the audited annual financial data and statements. Committee Chair will make recommendations to the Board prior to the Board receiving the audited annual financial statements for approval.
  - d. Monitor, analyze and make recommendations to the Board with Respect to:
    - 1. All District financial reports, to include budget amendments, as well as monthly and quarterly financial reports,
    - 2. Proposal budgets,
    - 3. Capital Improvement Plan project budget information,
    - 4. Monthly cash balances,
    - 5. Fund close-outs and transfers, loan balance changes, and
    - 6. Investments.
  - e. Conduct an annual review of the reserve and investment policies.
  - f. Present all Committee approved financial goals, proposals and recommendations to the Board.
  - g. Within the scope of this resolution, accept and pursue projects requested by the Board.
4. **Meetings.** The committee shall meet monthly, and more often if needed or requested by the Board. Meetings shall be held at the District's offices unless otherwise stipulated per an emergency or executive order which may allow teleconference and/or videoconference meetings. The Rules Operating Procedures are shown "Exhibit B." which is attached hereto and incorporated herein by reference as if set forth in full.
5. **Terms.** The terms of the office shall be two (2) years. Committee members may be reappointed to subsequent terms after providing their resume to the Board and the General Manager, and following a Board vote on the Committee member's reappointment.



6. **Vacancies.** Any vacancies shall be filled after the General Manager advertises committee vacancies on the District's website, social media sites, or the newspaper, and interested persons provide their resume' to the Board and the General Manager. The Board will use the selection ranking criteria form as shown in "Exhibit C" to evaluate and rank potential Committee members. Then the Board will vote on the Committee members appointments during a Board meeting.
7. **Removal.** All Committee members serve at the will of the Board, and any member may be removed by an affirmative vote of three (3) members of the Board during closed session. There shall be no requirement to show cause for removal.
8. **Officers.** The Committee shall designate from among its members a Chair, Vice-Chair, and Secretary. The Chair shall preside over the meetings, and in the Chair's absence the Vice-Chair shall preside. If both the Chair and they Vice-Chair are absent, the remaining members, if a quorum exists, shall select from among themselves a person to preside over the meeting. The Secretary (or another member in the Secretary's absence) shall prepare agendas and minutes of every meeting and shall be responsible for transmitting the agenda and the final copy of all minutes to the General Manager or designee. Items needing Board action shall be transmitted as soon as possible to the General Manager or designee for inclusion on the next available Board agenda.
9. **Advisory nature of the committee.** The Committee is advisory in nature and shall report and be responsible to the Board. The Committee and its members have no authority to set policy, expend funds, or make obligations on behalf of the Board and/or the District.
10. **Board Reports.** The Committee shall report on its activities to the Board at least monthly, and more often if needed or requested by the Board. The Board Report can be either oral or written and shall include a description of the activities of the Committee for the proceeding, as well as any on-going or outstanding activities or tasks. Committee meeting minutes may be used to satisfy this requirement.
11. **Board Liaison and Staff Support.** The Committee shall have the following Board and/or staff members to assist it with its work from time to time as may be necessary or desired by the Committee and/or the Board:

Board Treasurer who will serve as the Board Liaison, and a Staff Liaison who will be designated as or by the General Manager.

The Board Liaison and Staff Liaison shall (a) not be regular or ex officio members of the committee; (b) not have the right to vote; and (c) not be counted for purposes of determining the presence of a quorum.

SECTION 3. This Resolution shall take effect immediately upon adoption. This Resolution shall remain in full force and effect until rescinded by a subsequent Resolution of the Board.

PASSED AND ADOPTED by the Board of Directors of the Georgetown Divide Public Utilities District at a meeting of said Board held on the XX<sup>th</sup> day of April, 2018, by the following vote:

AYES

NOES:

ABSENT/ABSTAIN:

---

Dave Souza, President  
Board of Directors  
GEORGETOWN DIVIDE PUBLIC UTILITIES DISTRICT

ATTEST:

---

Jeff Nelson, clerk and ex officio  
Secretary, Board of Directors  
GEORGETOWN DIVIDE PUBLIC UTILITIES DISTRICT

#### CERTIFICATION

I hereby certify that the foregoing is a full, true and correct copy of resolution 2018-14 duly and regularly adopted by the Board of Directors of the Georgetown Divide Public Utility District, County of El Dorado, State of California, on the 13<sup>th</sup> day of March, 2018.

---

Jeff Nelson, clerk and ex officio  
Secretary, Board of Directors  
GEORGETOWN DIVIDE PUBLIC UTILITIES DISTRICT

## EXHIBIT A

### Policy for Selecting and Removing Finance Committee Members

- 1) Published vacancies on the District's website, social media sites, or in a newspaper or general circulation in the district a notice of vacancy on the Finance Committee ("Committee") and a desire to fill such vacancy. Background and/or experience in Finance, Budgeting, Accounting, Management, and/or related fields is recommended.
- 2) The Board of Directors members and the General Manager will receive all applicant's resumes. All applicants will be eligible for consideration by the Board of Directors. Applicants shall be a resident within the District.
- 3) All candidates for the Committee shall make a personal presentation to the Board of Directors during a board meeting of their qualifications.
- 4) The Board of Directors will use the selection ranking criteria form as shown in "Exhibit C" to evaluate and rank potential Committee members. The applicants with the highest scores will be appointed to the Committee during a Board meeting until all vacancies are filled.
- 5) Finance Committee members who resign or do not to renew their 2-year commitment shall provide a letter of resignation to the Finance Committee Chair, Board of Director's President, and the General Manager.
- 6) The Board of Directors will confirm the selections or resignations by resolution.



## EXHIBIT B

### Finance Committee of the Georgetown Divide Public Utility District Rules of Operating Procedures

#### MEETINGS

- a) At any meeting of the Finance Committee ("Committee"), the majority of the members currently appointed shall constitute a quorum for purposes of conducting business or meetings. Unless otherwise posted, a majority vote of those present and voting shall be sufficient to adopt any motion.
- b) All meetings of the Committee shall be open and public, and all persons shall be permitted to attend any meeting of the committee as provided by Government Code Section 54950 et seq.
- c) Meetings shall be held at the District's offices unless otherwise stipulated per an emergency or executive order which may allow teleconference and/or videoconference meetings.
- d) All meetings of the Committee shall be held in the GDPUD offices at 6425 Main Street, Georgetown, CA 95634, unless there is a special need to hold a meeting at a different location.
- e) The proceedings of all meetings of the Committee shall be conducted in accordance with GDPUD Policy Numbers 5030 and 5040.
- f) The Committee shall determine the order of business for the conduct of its meetings.
- g) Any meeting may be adjourned to a time and place stated in the Order of Adjournment. Less than a quorum may also adjourn from time to time. If all members are absent, the Secretary may declare the meeting adjourned to a stated time and place and shall cause each notice to be given in the same manner as for special meetings.
- h) Special meetings may be called at any time at the direction of the Chairperson or by a majority of the Committee. Twenty-Four hours advance written notice of special meetings shall be provided by the Chairperson stating the time, place, and business to be transacted. The public shall be notified through the district regular communications and procedures, in accordance with the Brown Act.
- i) At least 72 hours before a regular Committee meeting, the legislative body of the district, or its designee, shall post an agenda containing a brief general description of each item of business to be transacted or discussed at the meeting. The agenda shall be filed with the staff liaison for posting outside the District Offices.

- j) The Committee Secretary shall maintain meeting minutes, including a complete record of all transactions, findings, and determinations, and present a full statement to the General Manager for the Board prior to the next Board meeting. A signed copy of meeting minutes shall be filed with the Staff Liaison.
- k) The Board Liaison to the Committee shall be the Board Treasurer.
- l) The duties of the Board Liaison include presenting relevant data to the Board and arranging for any presentation of important progress on projects to the Board by the Committee chairperson.
- m) The Board Liaison's role will be advisory to the Committee, but the process is meant to be staff driven.
- n) The Board Liaison will not have a vote on the Committee.

EXHIBIT C

Georgetown Divide Public Utility District  
Finance Committee Applicant Evaluation Form

**Scoring**

Candidate evaluation forms are to be completed by each member of the Board of Directors to rank the candidate's overall qualifications for appointment to the GDPUD Finance Committee. Under each heading, the Board member should give the candidate a numerical rating by circling the appropriate rating number and writing related comments in the space provided. The numerical rating system is based on the following:

1 = Unsatisfactory, 2 = Satisfactory, 3 = Average, 4 = Above Average, 5 = Exceptional

Candidate Name: \_\_\_\_\_ Total Score: \_\_\_\_\_

Director's Name: \_\_\_\_\_ Date: \_\_\_\_\_

- I. **Educational Background** – Does the candidate have an educational background that is compatible with the needs of the Finance Committee?

Rating: 1 2 3 4 5

Comments:

- II. **Work and Life Experience** – Have the candidate's technical skills, appropriate knowledge, and work experiences supplied her or him the budget and financial analysis competencies that fit the role and responsibilities of the Finance Committee?

Rating: 1 2 3 4 5

Comments:

III. **Verbal Communication** - How were the candidate's written and verbal communication skills?

Rating: 1 2 3 4 5

Comments:

IV. **Interpersonal Skills** – How much interest did the candidate demonstrate toward becoming a Finance Committee member?

Rating: 1 2 3 4 5

Comments:

V. **Knowledge of the District** – Is the candidate familiar with the District's customer base, business environment, financial reports and budget process?

Rating: 1 2 3 4 5

Comments:

VI. **Overall Impression and Recommendation** – Summary rating and final comments regarding recommendation for approval.

Rating: 1 2 3 4 5

Comments:



## EXHIBIT D

### Georgetown Divide Public Utility District Conceptual Finance Committee Timeline

The Finance Committee shall accept direction from the Board of Director's to provide financial reviews, make recommendations, and report on its activities to the Board at least monthly, or more often if needed or requested by the Board. The Board Report can be either oral or written and shall include a description of Committee activities per this timeline, and on any on-going or outstanding activities or tasks. Committee meeting minutes may be used to satisfy the reporting requirement.

**January** – Review 2<sup>nd</sup> Quarter Budget Report, Comparison of Mid-Year Budget Report.

**February** – CIP Project Budget Review, ALT Wastewater Rate to Budget Review.

**March** – Annual Financial Procedures Policy Review.

**April** – Review Next FY Draft Budget, Review 3<sup>rd</sup> Quarter Budget Report.

**May** – Review Next FY Final-Draft Budget, Audit Prep Review.

**June** – Annual Financial Procedures Policy Review.

**July** – Review 4<sup>th</sup> Quarter Budget Report, FY-End Actuals Review.

**August** – Review Investment Policy, Water Rate to Budget Review.

**September** – Annual Financial Reporting and Transfer Tracking Review.

**October** – Review 1<sup>st</sup> Quarter Budget Report.

**November** – Review CalPERS Unfunded Liabilities, Compare Prior FY Budgets with Matching Prior FY Audits.

**December** – Develop FC's Annual Work Report for BOD.



**AGENDA ITEM 7.E.**

**Attachment 2**

**Resolution 2018-14**

RESOLUTION NO. 2018-14

OF THE BOARD OF DIRECTORS OF THE  
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT  
PROVIDING ROLE AND RESPONSIBILITIES OF THE FINANCE COMMITTEE

WHEREAS, the Georgetown Divide Public Utility District ("District") Board of Directors ("Board") previously memorialized the membership, duties, responsibilities, and other matters pertaining to the Finance Committee through Resolution 2017-25; and

WHEREAS, the Board seeks to rescind and replace Resolution 2017-25 to modify the role and responsibilities of the Finance Committee; and

WHEREAS, the Finance Committee will assist the Board in the review of financial information of the District and make recommendations to the Board for actions related to the District's finances and budgeting; and

WHEREAS, the Board finds it to be in the best interest of the public to establish the Finance Committee's role as set forth herein.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS AS FOLLOWS:

SECTION 1: Resolution 2017-25 is hereby rescinded and replaced with this Resolution 2018 and shall be of no further force or effect following the Board's adoption of this Resolution 201811.

SECTION 2. The Finance Committee ("Committee") shall be created as follows:

1. Membership; Quorum. The Committee shall be composed of no fewer than three (3) and no more than seven (7) members. A quorum shall consist of a simple majority of the total number of members currently appointed to the Committee.
2. Selection of Committee Members. The policy for selecting Committee members is shown in "Exhibit A. " which is attached hereto and incorporated herein by reference as if set forth in full.
3. Role of the Committee. The primary role of the Committee is to provide recommendations to the Board of Directors ("Board") in response to proposals made by staff on matters related to the District's finances. It shall be the responsibility of the Committee to:
  - a. Review annual operating budget proposed by staff and make recommendations to the Board.

- b. Review long-range strategic financial planning proposed by staff and make recommendations to the Board.
  - c. Review the audited annual financial statements and make recommendations to the Board.
  - d. Monitor District financial reports and investments and make any recommendations to the Board as requested by the Board.
  - e. Present all Committee identified financial goals and proposals to the Board for approval.
4. Meetings. The Committee shall meet at least quarterly, and more often if needed or requested by the Board. Meetings shall be held at the District's offices. The Rules of Operating Procedure are shown in "Exhibit B. " which is attached hereto and incorporated herein by reference as if set forth in full.
  5. Terms. The terms of the office shall be two (2) years. Committee members may be reappointed to subsequent terms.
  6. Vacancies. Any vacancies shall be filled for the unexpired term by the Board of Directors.
  7. Removal. All Committee members serve at the will of the Board, and any member may be removed by an affirmative vote of three (3) members of the Board. There shall be no requirement to show cause for removal.
  8. Officers. The Committee shall designate from among its members a Chair, Vice- Chair, and Secretary. The Chair shall preside over the meetings, and in the Chair's absence the Vice-Chair shall preside. If both the Chair and the Vice-Chair are absent, the remaining members, if a quorum exists, shall select from among themselves a person to preside over the meeting. The Secretary (or another member if the Secretary is absent) shall prepare agendas and minutes of every meeting and shall be responsible for transmitting the agenda and the final copy of all minutes to the General Manager or designee. Items needing Board action shall be transmitted as soon as possible to the General Manager or designee for inclusion on the next available Board agenda.
  9. Advisory Nature of the Committee. The Committee is advisory in nature and shall report and be responsible to the Board of Directors. The Committee and its members have no authority to set policy, expend funds, or make obligations on behalf of the Board and/or the District.
  10. Board Reports. The Committee shall report on its activities to the Board at least quarterly, and more often if needed or requested by the Board. The Board Report can be either oral or written and shall include a description of the activities of the committee for



the preceding period and any on-going or outstanding activities or tasks. Committee meeting minutes can be used to satisfy this requirement.

11 . Board Liaison and Staff Support. The Committee shall have the following Board and/or staff members to assist it with its work from time to time as may be necessary or desired by the Committee and/or the Board: Board Treasurer who will serve as the Board Liaison, and a Staff Liaison designated by the General Manager. The Board Liaison and Staff Liaison shall (a) not be regular or ex officio members of the Committee; (b) not have the right to vote; and (c) not be counted for purposes of determining the presence of a quorum.

SECTION 3. This Resolution shall take effect immediately upon adoption. This Resolution shall remain in full force and effect until rescinded by a subsequent Resolution of the Board of Directors.

PASSED AND ADOPTED by the Board of Directors of the Georgetown Divide Public Utilities District at a meeting of said Board held on the 13th day of March, 2018, by the following vote:

AYES: Halpin, Hanschild, Souza, Uso, Wadle

NOES:

ABSENT/ABSTAIN:

---

Londres Uso, President  
Board of Directors  
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

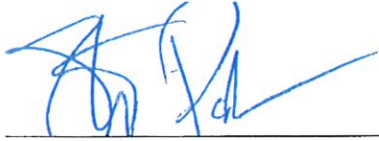
ATTEST:

  
\_\_\_\_\_  
Steven Alm, Clerk and ex officio  
Secretary, Board of Directors  
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

#### CERTIFICATION

I hereby certify that the foregoing is a full, true and correct copy of Resolution 2018-14 duly and regularly adopted by the Board of Directors of the Georgetown Divide Public Utility District, County of El Dorado, State of California, on the 13<sup>th</sup> day of March, 2018.





---

Steve almer, AClerk and ex officio  
Secretary, Board of Directors  
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

## EXHIBIT A

### Policy for Selecting Finance Committee

- 1) Publish in a newspaper of general circulation in the District a notice of vacancy on the Committee and a desire to fill said vacancy.
- 2) The Board President will interview all applicants and return to the Board with recommendations for Committee appointment. All applicants will be eligible for the Board to appoint.
- 3) Alternatively, the Board President may elect to appoint a selection committee made up of two Board Members to interview applicants which will return to the Board with recommendation for Committee appointment. All applicants will be eligible for the Board to appoint.
- 4) The Committee will be made up of no less than three and no more than seven members.
- 5) The Board will confirm the selections by resolution.

## EXHIBIT B

### Finance Committee of the Georgetown Divide Public Utility District Rules of Operating Procedure

#### MEETINGS

- a) At any meeting of the Committee, the majority of the members currently appointed shall constitute a quorum for purposes of conducting business or meetings. Unless otherwise posted, a majority vote of those present and voting shall be sufficient to adopt any motion.
- b) All meetings of the Committee shall be open and public, and all persons shall be permitted to attend any meeting of the committee as provided by Government Code Section 54950 et seq.
- c) All meetings of the Committee shall be held in the GDPUD offices at 6425 Main Street, Georgetown, California 95634, unless there is a special need to hold a meeting at a different location.
- d) The proceedings of all meetings of the Committee shall be conducted in accordance with Robert's Rules of Order.
- e) Each Committee shall determine the order of business for the conduct of its meetings.
- f) Any meeting may be adjourned to a time and place stated in the Order of Adjournment. Less than a quorum may so adjourn from time to time. If all members are absent, the Secretary may declare the meeting adjourned to a stated time and place and shall cause such notice to be given in the same manner as for special meetings.
- g) Special meetings may be called at any time at the direction of the chairperson or by a majority of a Committee. Twenty-four hours advance written notice of special meetings shall be provided by the chairperson stating the time, place, and business to be transacted. The public shall be notified through the District's regular communications and procedures, in accordance with the Brown Act.
- h) At least 72 hours before a regular Committee meeting, the legislative body of the District, or its designee, shall post an agenda containing a brief general



description of each item of business to be transacted or discussed at the meeting. The agenda shall be filed with the Staff Liaison for posting outside the District offices.

- i) The Committee shall maintain meeting minutes, including a complete record of all transactions, findings, and determinations and present a full statement to the Board of Directors upon request. A signed copy of meeting minutes shall be filed with the Staff Liaison.
- j) The Board Liaison to the Committee shall be the Board Treasurer.
- k) The duties of the Board Liaison include presenting relevant data to the Board and arranging for the presentation of important progress on projects to the Board by the Committee chairperson.
- l) The Board Liaison's role will be advisory to the Committee, but the process is meant to be staff driven.
- m) The Board Liaison will not have a vote on the Committee.