

# LEGISLATIVE REPORT

Director Saunders

July 2024

## District Positions

Federal		
Bill	Brief Description	District Position
LIHWAP ACT	Would make the LIHWAP program permanent	Support
State		
Bill	Brief Description	District Position
SB 1110 (Ashby)	Would specify that the Water Board can forgo strict enforcement of water efficiency requirements if there are lower cost water supply options and extends the timeline by two years. <a href="https://leginfo.legislature.ca.gov/faces/billCompareClient.xhtml?bill_id=202320240SB1110&amp;showamends=false">https://leginfo.legislature.ca.gov/faces/billCompareClient.xhtml?bill_id=202320240SB1110&amp;showamends=false</a>	Support
SB 1072 (Padilla)	Would amend and remedy issues with Prop 218. <a href="https://legiscan.com/CA/text/SB1072/id/2925497">https://legiscan.com/CA/text/SB1072/id/2925497</a>	Support
AB 2557 (Wilson) ACWA sponsored	This bill would aid member agencies in defending against Proposition 218 lawsuits by requiring litigants to have participated and raised specific objections during the public administrative process. <a href="https://legiscan.com/CA/text/AB2557/id/2921364">https://legiscan.com/CA/text/AB2557/id/2921364</a>	Support
SB 1088 (Alvarado-Gil)	It is the intent of the Legislature to establish a Rural and Small Community Fire Resilience Program within the Office of Emergency Services to work in coordination with the Department of Water Resources, the State Water Resources Control Board, and other appropriate state entities to develop a program for the distribution of state matching funds to communities within the Wildland Urban Interface, or WUI, to improve water system infrastructure, including upgrading and upsizing waterlines, installing additional fire hydrants of water systems, and enhancing water system delivery to ensure adequate water flow for fire prevention and suppression activities <a href="https://leginfo.legislature.ca.gov/faces/billTextClient.xhtml?bill_id=202320240SB1088">https://leginfo.legislature.ca.gov/faces/billTextClient.xhtml?bill_id=202320240SB1088</a>	Support
AB 1827 (Papan)	Would provide that the fees or charges for property-related water service imposed or increased, as specified, may include the incrementally higher costs of water service due to specified factors, including the higher water usage demand of parcels. <a href="https://legiscan.com/CA/text/AB1827/id/2883092">https://legiscan.com/CA/text/AB1827/id/2883092</a>	Support
SB 1218 (Newman)	Would declare that it is the established policy of the state to encourage and incentivize, but not mandate, the development of emergency water supplies, and to support their use during times of water shortage. <a href="https://legiscan.com/CA/text/SB1218/id/2930729">https://legiscan.com/CA/text/SB1218/id/2930729</a>	Support
AB 1820 (Schiavo)	This bill would authorize a development proponent that submits a preliminary application for a housing development project to request a preliminary fee and exaction estimate, as defined. The bill would require a local agency to comply with the request within 10 business days of the submission of the preliminary application. <a href="https://legiscan.com/CA/text/AB1820/id/2881906">https://legiscan.com/CA/text/AB1820/id/2881906</a>	Neutral
SB 937 (Wiener)	This bill makes numerous changes to development fees including connection fees for water. Limits when a local agency can collect development fees and connection fees. <a href="https://legiscan.com/CA/text/SB937/id/2887560">https://legiscan.com/CA/text/SB937/id/2887560</a>	Neutral
AB 1337 (Wicks)	This bill would authorize the board to issue a curtailment order for any diversion, regardless of basis of right, when water is not available under the diverter's priority of right. Violation would be considered a trespass. <a href="https://legiscan.com/CA/text/AB1337/id/2814663">https://legiscan.com/CA/text/AB1337/id/2814663</a>	Oppose Unless Amended
AB 460 (Bauer-Kahan)	significant language in the bill - <i>(c) A person or entity committing a trespass as defined in this section may be liable in an amount not to exceed the following:</i> <i>(1) If the unauthorized diversion or use occurs in a critically dry year immediately preceded by two or more consecutive below normal, dry, or critically dry years, or during a period for which the Governor has issued a proclamation of a state of emergency under the California Emergency Services Act (Chapter 7 (commencing with Section 8550) of Division 1 of Title 2 of the Government Code) based on drought conditions, the sum of the following:</i> <i>(A) One thousand dollars (\$1,000) for each day in which the trespass occurs.</i> <i>(B) Two thousand five hundred dollars (\$2,500) for each acre-foot of water diverted or used in excess of that diverter's water rights.</i> Amendments: No longer a direct Water Rights Bill but a fines/penalty Bill. Removes definition of curtailment and references to instream flows. Uncertainty to appellate due process (but this is just a fines bill and wouldn't necessary be addressed here) RWA - moving to neutral possibly; ACWA - recommendation to remove opposition	Neutral

updates

to Appropriations

to third reading

to Appropriations

to Appropriations

to third reading

to Appropriations

to Appropriations

to Appropriations

Hearing suspended

to Appropriations

SB 867 (Dodd)	Climate Resiliency Bond <a href="https://legiscan.com/CA/text/SB867/id/2829882">https://legiscan.com/CA/text/SB867/id/2829882</a> ACWA is encouraging its members to engage with their state senators and assembly members to advocate for allocating \$5.75 billion toward water infrastructure. Priority funding areas include groundwater management, aquifer recharge, and wildfire protection for enhancing forest health. Detailed funding priorities are accessible on the ACWA website at <a href="http://acwa.com/bond">acwa.com/bond</a> .	Support	Passed
Advocacy Coalition	Join ACWA's Coalition to Maintain Funding for Agreements to Support Healthy Rivers and Landscapes	Support	Guidelines released
SB 1255	Initially was a bill to analyze public water systems, including an assessment of the funds necessary to make water affordable for customers of public water systems with fewer than 3,000 service connections. it now has language that may make all water agencies - must have a Low Income Rate Assistance Program, and funding would be by customers that would not qualify. Customers would automatically be charged a fee unless they "Opt-out" of the contribution fee. <a href="https://legiscan.com/CA/text/SB1255/id/2930767">https://legiscan.com/CA/text/SB1255/id/2930767</a>	Oppose Unless Amended	to Appropriations

## Legislative Report

# Nearly \$500 Million in Funding Restored for Agreements to Support Healthy Rivers and Landscapes

SB 108 (Wiener, D-San Francisco), the [Budget Act of 2024](#), was signed by Gov. Gavin Newsom over the weekend. It includes the restoration of nearly \$500 million for the Agreements to Support Healthy Rivers and Landscapes (Agreements), formerly known as the Voluntary Agreements.

The funding was previously rescinded in the main budget bill, AB 107 (Gabriel, D-Encino). ACWA, the Northern California Water Association, the State Water Contractors and more than 40 other organizations successfully advocated to maintain nearly all funding for the Agreements.

The Agreements represent an unprecedented opportunity to improve California's Sacramento-San Joaquin Bay-Delta ecosystem by creating a comprehensive program of habitat enhancement projects coupled with more water for fish and wildlife, managed in a collaborative, science-based manner. ACWA applauds the leadership of Gov. Newsom, Administration officials and the Legislature in restoring this critical funding.

### Background

The Agreements create a broad program to implement environmental improvements in many of California's largest rivers and the Bay-Delta estuary into which these rivers flow. Environmental improvements are needed for these rivers and the Bay-Delta to reverse long-term declines in native fish populations.

The Agreements encompass a set of binding commitments by water agencies and state and federal government agencies to improve environmental conditions during the next eight years. These actions will be monitored for effectiveness over time and adapted as necessary based on scientific monitoring and changing conditions. Over the last two budget cycles, the Newsom Administration and Legislature have committed funding for the Agreements through the budget process. Two budget bills passed in 2021 appropriated funding for the purpose of improving environmental conditions to promote recovery of native fish species in the Bay-Delta watershed. In addition, a bill passed in 2022 provided \$100 million to the California Natural Resources Agency to implement projects related to the Agreements. This funding had broad support from the water community, Legislature, and the Administration.

The State Water Resources Control Board is currently in the process of updating the Sacramento River and Delta portions of the San Francisco Bay/Sacramento-San Joaquin Delta Water Quality Control Plan (Sacramento/Delta Update to the Bay-Delta Plan). In September 2023, the State Water Board released a [draft Staff Report](#), which assesses alternatives that may be considered for adoption — including the Agreements, as opposed to a 55 percent unimpaired flows approach. The State Water Board is expected to release specific draft changes for the Sacramento/Delta Update to the Bay-Delta Plan, including the program of implementation, later this summer. The State Water Board is also expected to consider adoption of the Sacramento/Delta Update to the Bay-Delta Plan in early 2025.

## **Federal Updates**

### **Farm Bill**

There are three potential versions  
House, 2 Senate

Acts of interest in the versions:

Headwaters Protection Act

Forestry Protection Act

Annual Limits on Forestry acreage clearance, Mechanical thinning etc...

National Prescribed Fire Burn Act 2024

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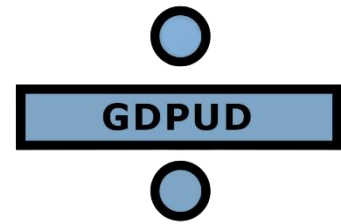
Federal Legislation Representative Jared Huffman (D-CA-02), Ranking Member of the Natural Resources Subcommittee on Water, Wildlife, and Fisheries, and Representative John Curtis (R-UT-03) announced they will be re-introducing legislation to amend federal tax law so that homeowners would not need to pay income tax when they receive rebates from water utilities for water conservation and water runoff management improvements that they have made.

## **State Updates**

### **Water Bond Information - "High Level"**

- (1) Five billion two hundred million dollars (\$5,200,000,000) for drought, flood, and water resilience programs
- (2) Three billion dollars (\$3,000,000,000) for wildfire and forest resilience programs
- (3) Two billion dollars (\$2,000,000,000) for coastal resilience programs
- (4) Five hundred million dollars (\$500,000,000) for extreme heat mitigation programs
- (5) Two billion dollars (\$2,000,000,000) for biodiversity protection and nature-based climate solution programs
- (6) Three hundred million dollars (\$300,000,000) for climate smart agriculture programs
- (7) Five hundred million dollars (\$500,000,000) for park creation and outdoor access programs
- (8) Two billion dollars (\$2,000,000,000) for clean energy programs

**REPORT TO THE BOARD OF DIRECTORS  
BOARD MEETING OF JULY 10, 2024  
AGENDA ITEM NO. 8. B.**



**AGENDA  
SECTION:**

**ACTION ITEMS**

**SUBJECT:**

**AUTHORIZE THE EXPENDITURE OF \$98,500 TO AWARD  
CONTRACT TO FOR FIRE SAFE ON THE DIVIDE PROJECT;**

**PREPARED BY:**

Adam Brown, Operations Manager

**APPROVED BY:**

Nicholas Schneider, General Manager

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**BACKGROUND**

In September 2023, the District was awarded \$1,192,220 by the State of California Department of Forestry and Fire Protection (CalFire) to implement *Fire Safe on the Divide* (the Project). The project includes wildfire fuel reduction on 230 acres located in the communities of Georgetown, Greenwood, Cool, and Garden Valley.

**DISCUSSION**

On May 8, 2024, the District issued a Request for Proposal to contract a Professional Forester for the development of a treatment prescription plan to include environmental compliance documents and right-of way agreements. Scope of work also includes the development of Request for Bid for a vegetation management company to implement a treatment prescription plan.

By the closing date of June 21, 2024, the District had received one qualified proposal from Mason, Bruce & Girard (MBG). The proposal met and exceeded the qualifications of the District in support of the Project. MBG proposal is included in Attachment A.

**FISCAL IMPACT**

The total cost of this portion of the Project is \$98,500 (plus \$9,850 for possible change orders). This project is fully funded by a CalFire grant award; therefore operating or Capital Improvement Plan (CIP) funds will not be utilized to complete this project.

**CEQA ASSESSMENT**

No CEQA assessment is associated with contracting with a professional forester for its consulting and planning and research services associated with Task 1 and Task 2.

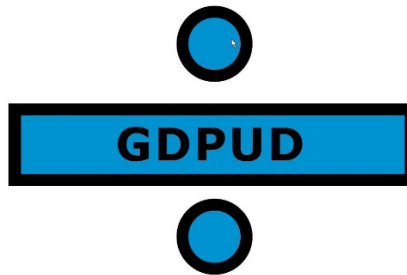
Implementation of future tasks may include separate CEQA analysis depending on scope, including task three and task four. Those will be subject to such CEQA analysis at that time

**RECOMMENDED ACTION**

Staff recommends that the Georgetown Divide Public Utility District Board of Directors adopt Resolution 2024-XX (Attachment B) awarding and authorizing the General Manager to execute a contract with MBG in the amount of \$98,500.

**ATTACHMENTS**

1. Request for Proposal
2. Mason, Bruce & Girard Inc. Proposal
3. Resolution 2023-XX



# **GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT**

## **REQUEST FOR PROPOSAL**

### **Fire Safe on the Divide**

**Proposal Submission Deadline (date/time): June 21, 2024 at 2:00 PM**

**Submit Proposal to: Adam Brown  
Operations Manager  
Georgetown Divide Public Utility District Office  
6425 Main Street  
P.O. Box 4240  
Georgetown, CA 95634**

#### **REGISTERING YOUR EMAIL ADDRESS**

##### **FOR QUESTIONS CONCERNING THIS REQUEST FOR PROPOSAL:**

Potential respondents who want to receive changes, additions, and deletions to the RFP, as well as a copy of all the questions and responses by the Georgetown Divide Public Utility District, should register online by following the link on the GDPUD website. The link to open RFPs is at the following website: <http://gd-pud.org/bids-proposals>

**Request for Proposal  
Fire Safe on the Divide**

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# Request for Proposal Fire Safe on the Divide

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## 1. INTRODUCTION

The Georgetown Divide Public Utility District (the District) is soliciting proposals for partial implementation of the District’s Department of Forestry and Fire Protection (Cal Fire), *Fire Safe on the Divide* grant award. This portion of the project includes wildfire fuel reduction on 230 acres located in the communities of Georgetown, Greenwood, Cool and Garden Valley.

The District will use a “Qualifications Based Selection” process in determining which firm to select for the contract. The process will include an evaluation and ranking of firms based on set evaluation criteria.

The District will open and review the proposal to establish the top ranked firm. If for any reason an acceptable contract cannot be negotiated with the top ranked firm, negotiations will commence with the next-ranked firm.

The District reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected.

Proposals submitted will be evaluated by individuals from the District and/or outside agencies. During the evaluation process, the District reserves the right, where it may serve the District’s best interest, to request additional information from proposers, or to allow corrections of errors of omissions.

Submission of a proposal indicates acceptance by the firm of the conditions contained in this RFP, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the District and the firm selected. The District reserves the right, without prejudice, to reject any or all proposals.

### 1.1 General Description of RFP

This Request for Proposal (RFP) describes the general Scope of Services, necessary RFP components, selection process, and required format of the RFP, as well as a sample copy of the Districts Professional Services Agreement.

### 1.2 RFP Schedule

Advertisement of RFP	May 10, 2024
Deadline for Questions	May 31, 2024
Response to Questions	June 6, 2024
<b>Deadline for RFP Submittal</b>	<b>No later than 2:00 PM, June 21, 2024</b>
Final Selection	Anticipated July 10, 2024

# Request for Proposal Fire Safe on the Divide

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## 1.3 General Selection Process

The District intends to select a contractor based on demonstrated competence and qualifications for the types of services to be performed at a fair and reasonable price to the public. The District will review all proposals and evaluate them according to the following criteria:

- Qualifications of Team
- Project Understanding and Innovation
- Work Plan / Scope of Work
- Project Schedule
- Similar Experience / References

Contractor may be either selected based on information included in the proposal or the contractor may be requested to interview prior to final selection.

## 2. BACKGROUND

The District applied for and was awarded a Cal Fire grant entitled *Fire Safe on the Divide* (the Project) that in part includes wildfire fuel reduction totaling 230 acres within the communities of Georgetown, Garden Valley, Greenwood and Cool. The objective of the Projects vegetation management practice is shaded fuel break/understory clearing indented to reduce the continuity of wildfire fuels and create conditions that will decrease the chance of extreme fire behavior. A total of 200-acres are identified as very high fire hazard severity zone and 30-acres identified as high fire severity zone.

Project description of the Cal Fire grant award is included as Attachment A.

## 3. SCOPE OF SERVICES

The District's intent with this RFP is to retain a qualified professional that has the knowledge, experience and capability to design, permit, and implement the Project.

The consultant shall provide services to implement the Project within Cal Fire grant guidelines, governing codes, regulation, and best practices applicable to each work effort. Scope of services will include approach, design, environmental review, permitting, and project implementation.

### 3.1 Task 1 – Project Management, Coordination and Schedule

The consultant shall be responsible for providing all contract management and quality control services throughout the duration of the project. The consultant shall meet weekly with the District to discuss the project, present design options, review alternatives, etc. These meetings may be

## Request for Proposal Fire Safe on the Divide

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either virtual or in person. The consultant shall provide monthly schedule updates in conjunction with submittals of invoices.

### 3.2 Task 2 – Treatment Prescription

This task includes the development of treatment prescription plan for 11 treatment areas encompassing 230-acres. Specific site include:

- Pilot Hill Grange Hall;
- Deer Ravine Tank;
- Angel Camp Tank;
- 3rd Gate Facility;
- Greenwood Lake;
- Canal Fuel Break;
- Spanish Dry Diggins Tank;
- Hotchkiss Hill Tank;
- Hotchkiss Hill North;
- Walton Lake Treatment Facility; and
- Reb Berry Tank

### 3.3 Task 3 – Environmental Compliance and Permitting and Right-of-Way Agreements

The contractor shall be responsible for preparing, submitting and obtaining all required permits and environmental review documentation required by State, local, and jurisdictional agencies needed to ensure this project is cleared for construction. The contractor shall prepare appropriate California Environmental Quality Act (CEQA) documents and any associated technical studies required to clear the project for construction. The contractor shall prepare a schedule of permits with the required timelines to ensure each permit is obtained prior to the start of construction. All environmental documents shall be prepared in preliminary and final draft stages for District review and shall incorporate any comments made during the preliminary document review. For the purposes of providing a scope of services and consultant fee for this task, the following environmental documents, studies, permits, agreements, and activities should be considered.

- Department of Fish and Wildlife;
- RWQCB Clean Water Act Section 401 Water Quality Certification; and
- US Army Corps of Engineers CWA Nationwide Permit.

Deliverables:

- Preliminary and final permit applications for submittal by the District; and
- Preliminary and final CEQA documentation for submittal by the District

This task also includes securing right-of-way agreement associated with treatment areas.

# Request for Proposal Fire Safe on the Divide

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## 3.4 Task 4 – Request for Bid Development

This task includes the development of a request for bid to be issued to secure a qualified contractor. Under direction of the registered professional forester the qualified contractor will implement treatment prescription plan.

## 4. RFP SUBMITTAL REQUIREMENTS

The intent of the requirements is to establish qualifications to oversee quality control and simplify the review process for the District. One signed original, two (2) copies, and one electronic copy of the proposal must be received, and date stamped by the District no later than **June 21, 2024 at 2:00PM**. If a Proposal is sent by mail or other delivery system, the sender is totally responsible for the mail or delivery system delivering the Proposal to the District on or before the deadline.

Proposals shall be clearly marked “*Fire Safe on the Divide*” and submitted to:

**Adam Brown  
Operations Manager  
Georgetown Divide Public Utility District  
6425 Main Street  
P.O. Box 4240  
Georgetown, CA 95634**

Note: Late submittals or submittals delivered to the wrong location will be rejected.

The District requires the proposer to submit a concise proposal clearly addressing all the requirements outlined in this RFP. The proposal must be signed by proposer’s representative authorized to execute a contract between the District and proposer. The proposal must include, at a minimum, the following sections; however, the proposer is encouraged to expand on the scope as needed:

### 4.1 Cover Letter

- List the name, address, and telephone number of the firm.
- Signed by an authorized representative of the contractor. The contractor shall furnish documentation that the person signing the proposal is empowered with signatory authority for the contractor. The form could be a Corporate Resolution.
- State the proposal is firm for a 90-day period from the proposal submission deadline.

## **Request for Proposal Fire Safe on the Divide**

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- Provide the name, title, address and telephone number of the individual to whom correspondence and other contacts should be directed during the contractor selection process.
- Provide the location of the contractor's headquarters. In addition, provide the location of any local support offices, which will provide service to the District.
- Acknowledge that the contractor will provide the insurance and indemnification required per the attached Professional service agreement.

### **4.2 Project Team Information**

Contractor must provide the names and positions of all staff proposed including staff for proposed sub-consultants. The proposal should also designate who will be the project manager in charge of the project, and who will be the District's contact throughout the project. It is allowable for a single individual to fulfill multiple roles by the Consultant's staff.

### **4.3 Project Understanding and Innovation**

Include visions or concepts for performing the services.

### **4.4 Work Plan / Scope of Work**

Include a work plan/scope of work meeting the minimum requirements of the Scope of Services identified in this RFP. Consultant is encouraged to modify or expand the minimum Scope of Services if they believe it is necessary to achieve the goals. Include an estimate of man hours.

### **4.5 Project Schedule**

Schedule needs to be adequate and reasonable to ensure timely completion of the tasks listed in the work plan/scope of work. Emphasis should be placed on realistic review cycles.

### **4.6 Sub-Contractor & Work by Others**

Identify any and all sub-contractor proposed to serve on the project, with background information for each and particular experience of key personnel, including project descriptions and resumes.

This section should describe all work not included in the proposal. Any work that is needed to complete the project that is not listed in the "Work Done by Others" will be considered part of the work provided by the Consultant and included in the proposal. Please include a list of tasks which the Consultant expects District staff to perform, information the Consultant expects the District to provide, and an estimated amount of District staff time required for each task of the scope of work.

# Request for Proposal Fire Safe on the Divide

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## 4.7 Relevant Experience and References

The consulting firm must state the qualifications and experience of the proposed team, emphasizing the specific qualifications and experience acquired while providing services similar to those being sought by the District, particularly for the Project Manager and other key project staff members assigned to the project. Except under circumstances beyond the firm's control, the District will not accept substitutions of key members of the team put forth as part of the winning proposal.

For all staff members, describe their role giving not only their title but also the specific services they will perform and illustrate clearly the applicability of the individual's background, education, and experience to his or her assigned role.

Provide a brief description of at least three similar projects for which the inspection firm has provided services during the past five years. For all referenced projects list the:

- Client (contact person, address and phone number);
- Project description and location;
- Description of services by inspection firm;
- Total value of services provided by inspection firm;
- Inspection firm's project manager;
- Key personnel involved; and
- Sub consultant employed.

## 4.8 Cost Proposal

Cost proposal shall be submitted under separate, sealed envelope. This section shall include a cost matrix showing the following information, detailed by tasks listed in the Scope of Work:

- The hourly rates for each design team member; and
- Total cost estimate.

The cost proposal shall identify any other direct and indirect costs. The cost proposal shall also include any exceptions or assumptions made in its preparation.

## 5. SELECTION OF CONSULTING FIRM

The District intends to select a firm based on the, demonstrated competence and qualifications for the types of services to be performed at a fair and reasonable price to the public. The District will review all proposals and evaluate them according to the following criteria:

- Qualifications of Team;
- Project Understanding and Innovation;

## Request for Proposal Fire Safe on the Divide

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- Work Plan / Scope of Work; and
- Similar Experience / References.

Consultant will be selected based on information included in the proposal.

### 6. QUESTIONS

If you have any questions regarding this RFP, prior to **May 31, 2024**, please contact:

Adam Brown, Operations Manager  
Email: [abrown@gd-pud.org](mailto:abrown@gd-pud.org)

### 7. GENERAL TERMS AND CONDITIONS

#### 7.1 Limitation

This RFP does not commit the District to award a contract, to pay any cost incurred in the preparation of the Consultant's RFP response, or to procure or contract for services or supplies. The District is not responsible for proposals that are delinquent, lost, mismarked, and sent to an address other than that given above, or sent by mail or courier service. The District reserves the right to accept or reject any or all RFP responses received because of this request or to cancel all or part of this RFP.

#### 7.2 Public Records

All proposals shall become the property of the District and will become public records and, as such, may be subject to public review.

#### 7.3 Contract Agreement

Once a proposed contract agreement is accepted, the Consultant will be required to sign the Agreement for Consultant Services and submit all other required certifications and documentation within ten (10) calendar days of the Notice of Selection from the District.

The contents of the submitted proposal will be relied upon and incorporated into the awarded contract and shall become a contractual obligation. Failure of the Consultant to agree to include the proposal as part of the contractual agreement will result in cancellation of the award. The District reserves the right to reject those parts that do not meet with the approval of the District, or to modify the Scope of Services, as agreed by Consultant, in the final negotiated contract.

A sample agreement that will be used for this contract is included as Attachment B. The District will require the selected Consultant to provide the indemnification and insurance required per the

## Request for Proposal Fire Safe on the Divide

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attached sample agreement. Consultant is advised to pay close attention to the indemnification and insurance requirements.



**ATTACHMENT A**

**CAL FIRE GRANT**

# Fire Safe on the Divide

**Linked Form Profile :**

**Linked Form Submissions :** 22-WP-AEU 45342923

## **Scope of Work :**

**Project Name :** Fire Safe on the Divide

**Project Tracking Number :** 22-WP-AEU-45342923

Please use the Tracking Number that was automatically assigned by Grants Portal. The format will be 22-WP-UUU-XXXXXXXX

## **Project Description**

**Please provide a comprehensive project description including the location, habitable structures, acres treated, etc. (please note there are no space limitations) :**

This description includes information about the location of the proposed project and community fire risks, project development, vegetation treatment, equipment and sustainability. The project has two main components: Vegetation thinning on 230 acres in Northwest El Dorado County, and the purchase of mastication equipment and

impacts of the project. Location and Community Risks This project is located on the Georgetown Divide, East of Sacramento, between the Middle and South forks of the American River in the communities of Cool, Greenwood, Georgetown and Garden Valley. The area is hot and dry in the summer and the fire season is long. Parcels are of mixed size, with a large rural population living adjacent to areas of dense brush and forest. With the river canyons to the North and South and Folsom Lake to the West, a wind-driven fire could spread and block evacuation routes quickly. This area was impacted by the Mosquito fire in 2022, demonstrating the vulnerability of the residents. Project Development This project was developed by the Georgetown Divide Public Utility District in partnership with the local nonprofit Forest Resource Collaborative. The project protects low income communities that are identified as at-risk in the El Dorado County Community Wildfire Protection Plan and described in the Amador El Dorado Unit Plan as having a significant wildland urban interface problem. Within the service territory of the District there are 10,000 customers and approximately 15,000 residents. There are 440 parcels with habitable structures within a quarter mile of the vegetation treatment sites. The project will protect homes and lives by increasing access for maintenance and fire suppression and reducing potential fire intensity. Vegetation Treatment Sites A total of eleven sites and 230 acres of brush, oak woodland,

and mixed conifer forest will be thinned to reduce the continuity of wildfire fuels and create conditions that will decrease the chance of extreme fire behavior. The project treatment sites are in densely populated wildland urban interface areas near water distribution facilities operated by the Georgetown Divide Public Utility District. Chipping and pile burning will be used to treat the material that is thinned. The sites will have improved visibility and access for fire fighting, and will be treated with future maintenance as a consideration. The treatment prescription and environmental documentation will be prepared by a registered professional forester and the sites will be treated by a vegetation management contractor. The completed work will serve as a model for the District to follow in the coming years as it continues to reduce the wildfire risk around its facilities in communities on the Divide. Equipment The project includes the purchase of a skid steer with a mastication attachment and a compact excavator with a mastication attachment. This equipment will be used by the District for long-term treatment of vegetation around its facilities so that the water supply is protected and there is reduced wildfire threat to nearby communities. The project also includes the purchase of chainsaws, weed trimmers and walk-behind trimmers to complete maintenance of vegetation treatments at sensitive or difficult-to-access sites and those that are too close to homes for the use of large equipment. Sustainability This

Georgetown Divide Public Utility District  
the opportunity to assess the treatment needs in our service area. The District will use the equipment purchased with this grant to maintain and expand treatments, and the project will establish a fuel reduction model for the district to follow to complete future work around facilities within neighborhoods on the Divide.

## **Section I :**

**Primary Activity Type :** Hazardous Fuels Reduction

Hazardous Fuels Reduction

**1. Describe the geographic scope of the project, including an estimate of the number of habitable structures and the names of the general communities that will benefit. :** The project is located on the Georgetown Divide, between the Middle and South Forks of the American River and to the East of the greater Sacramento area and Folsom Lake. This region also sits between the burn areas of the Mosquito and Caldor Fires. The geographic scope of this project includes 11 treatment sites, from 2 to 88 acres in size, with elevations ranging from 1600 to 3100 feet. The treatment locations extend from the West side of the Auburn Lake Trails housing development in Cool, East to the communities of Greenwood and Georgetown, and South to the community of

...unities could be impacted individually or all at the same time by a single wildfire. There are 440 parcels with habitable structures within one quarter mile of the treatment sites, and there are 10,000 customers in the region that receive water from Georgetown Divide Public Utility District. There are also many homes that are on well water within the region. Ultimately, all these residents will benefit from greater protection of the water system and the reduction of severe wildfire potential near their homes.

**2. Describe the goals, objectives, and expected outcomes of the project.** : The proposed project has two main goals.

The first goal is to create fire-adapted vegetation around facilities and homes to protect them from severe wildfire, enable access for evacuation and fire suppression, and to maintain a safe water supply for residents in the case of a wildfire. The objective is to complete vegetation treatment around water tanks and water treatment facilities that are within densely populated areas in the Georgetown Divide Public Utility District. The outcomes of this objective will be a lower risk of wildfire impacts to the community and better access for fire suppression and maintenance of vegetation. The second goal is to obtain supplies and equipment to maintain fire-adapted vegetation throughout the Georgetown Divide Public Utility District's water distribution network. The objective is to purchase a skid steer and compact excavator

with maintenance attachments, chainsaws and weed trimmers to treat and maintain district properties and easements. Water treatment facilities, pipelines, and water distribution ditches are located within the network of homes that are served, and treatment in these areas will directly reduce the risk of wildfire impacts to adjacent homes. The outcome of this objective will be the creation of capacity to maintain existing vegetation treatments and to continue the development of fire-adapted vegetation around district facilities throughout the Georgetown Divide.

**3. Provide a clear rationale for how the proposed project will reduce the risks associated with wildfire to habitable structures.** : There are 440 parcels with habitable structures within one quarter mile of the treatment sites and over 10,000 habitable structures in the water district's service area. This project will reduce the wildfire risk to habitable structures near the treatment sites by decreasing wildfire fuel that could ignite or spread embers to structures nearby. The project will also protect habitable structures by reducing vegetation and improving access along evacuation routes and water district easements to slow the spread and reduce the intensity of wildfire before it approaches nearby homes. An additional benefit for homes in and around the project area will be the increased protection of the regional water supply for fire suppression in the case of a wildfire.

**Identify any additional assets at risk from wildfire that will benefit from the proposed project. These may include, but are not limited to, domestic and municipal water supplies, power lines, communication facilities and community centers.** : Assets and facilities that will be at reduced wildfire risk as a result of this project include the Pilot Hill grange, escape routes including highway 193, Greenwood Road, and Wentworth Springs Road, a PG&E transmission line corridor which intersects with one of the treatment sites, and a community center and library in Georgetown. Historic and natural features that will receive enhanced wildfire protection from the project include the American river watershed and reservoirs, rural wildlife habitat, gold rush era buildings, archaeological sites, national forest recreation areas and timberland.

**5. How will the project/activity utilize the left over woody biomass? Will the project/activity use a biomass facility to reduce greater greenhouse gas emissions? :**

Transporting biomass from the treatment sites would be cost prohibitive. The biomass that is generated by this project will be processed on site. Most of the treatment sites are near roads that will facilitate access with a chipper. Areas that can't be accessed with a chipper may dispose of biomass with burn piles. Chips will be allowed to decompose or will be offered to the community.



**grazing as a component of the hazardous fuels reduction project? : No**

## **Section II :**

Degree of Risk

**1. Discuss the location of the project in relation to areas of moderate, high, or very high fire hazard severity zone as identified by the latest Fire and Resource Assessment Program maps. :**

Ten of this project's proposed treatment sites and 200 acres are within the very high fire hazard severity zone. The remaining site, near the Pilot Hill Grange, is a 30 acre treatment site in the high fire hazard severity zone. Within the surrounding region, the communities where the proposed treatments will take place are mostly within the very high fire hazard severity zone. The remaining areas, mostly with more road access, are in the high fire hazard severity zone.

**2. Describe the geographic proximity of the project to structures at risk to damage from wildfire in the WUI. :**

The eleven locations that will be treated under this project are located in the wildland urban interface around water distribution facilities that are located directly within the communities that they serve. The following is a description of the eleven individual vegetation treatment sites with their size,

evacuation and habitable structures within ¼ mile. Site 1 (Grange): 30 acres located West of the Pilot Hill Grange Hall and highway 193 evacuation route in Cool with 90 habitable structures. Site 2 (Deer Ravine Tank): 5 acres located in the Auburn Lake Trails community in Cool with 47 habitable structures. Site 3 (Angel Camp Tank): 5 acres in the Auburn Lake Trails community in Cool with 80 habitable structures. Site 4 (3rd Gate Facility): 2 acres in the Auburn lake Trails community in Cool near the community exit and Highway 193 evacuation routes with 30 habitable structures. Site 5 (Blackberries): 35 acres near the American River Canyon and Reservoir Rd. in Greenwood with 12 habitable structures. This location ties into the canal fuelbreak sections. Site 6 (Canal Fuel Break): 88 acres along a canal Southwest of reservoir road in Greenwood with 82 habitable structures. Site 7 (Spanish Dry Diggings Tank): 7 acres located next to Reservoir Rd. in Greenwood with 12 habitable structures. Site 8 (Hotchkiss Hill Tank): 7 acres along Wentworth Springs Rd. just East of Georgetown with 16 habitable structures. Site 9 (Hotchkiss Hill North): 9 acres North of Wentworth Springs Rd. near Raintree Ct. East of Georgetown with 19 habitable structures. Site 10 (Walton Treatment Facility): 33 acres along Wentworth Springs Rd. East of Georgetown with 13 habitable structures. Site 11 (Red Berry Tank): 9 acres next to highway 193 evacuation route in Garden Valley with 39 habitable structures.

# Section III .

## Community Support

**1. Does the project include any matching funds from other funding sources or any in-kind contributions that are expected to extend the impact of the proposed project?** : The project itself does not include matching funds or in-kind match. During the application phase, the project has received donated grant writing and mapping support from the Forest Resource Collaborative. The application has also been supported by the staff and the volunteer grant committee of the Georgetown Divide Public Utility District who have gathered letters of support and assisted with project planning and preparing the application.

**2. Describe plans for external communications during the life of the project to keep the effected community informed about the goals, objectives and progress of the project. Activities such as planned press releases, project signage, community meetings, and field tours are encouraged.** : External communication plans include promoting the project in local papers and sharing project updates in the Georgetown Divide Public Utility District newsletter. The newsletter is mailed to 10,000 water customers in the region every two months. The project will be introduced to adjacent and included landowners directly by

Project managers and signage will be placed at the treatment sites to explain the project purpose and benefits. Project information will be shared at Georgetown Divide Public Utility District board meetings and irrigation committee meetings. A public tour is planned for when the project is complete.

**3. Describe any plans to maintain the project after the grant period has ended. :** Georgetown Divide Public Utility District will use the initial vegetation treatment completed under this project as a model for ongoing treatment of additional areas after the grant ends. The equipment that will be purchased as part of the project will give the Georgetown Divide Public Utility District long-term capacity to maintain and expand the management of its service area for fire protection, access and vegetation health. A plan for regular maintenance will be scheduled based on site regrowth. Grazing and prescribed burning along with hand thinning and mastication will be considered as follow-up treatments.

**4. Does the proposed project work with other organizations or agencies to address fire hazard reduction at the landscape level? :** The Georgetown Divide Public Utility District is a partner of the Georgetown Divide Fire Safe Council and the Forest Resource Collaborative, a local nonprofit that supports forest health projects. These organizations coordinate the sharing of information and outreach related to fire safety, forest health and water

The treatment area around the Walton facility that is part of this project had been discussed at local Fire Safe Council meetings and is a shared priority for treatment by the Fire Safe Council and the District. The continued collaboration between all these organizations ensures that fire mitigation efforts will complement each other in the most efficient way possible to protect residents across the divide. The work that the Georgetown Divide Fire Safe Council is currently completing under their CAL FIRE wildfire prevention grant is focused in the communities of Kelsey and Garden Valley. If a grant to Georgetown Divide Public Utility District is awarded, it will focus on areas to the West and North of that project in the dense wildland urban interface communities of Cool, Greenwood and Georgetown.

## **Section IV :**

### **Project Implementation**

**1. Discuss the anticipated timeline for the project. Make sure to take seasonal restrictions into account. :** Upon award, the Georgetown Divide Public Utility District will set up a request for proposals for project coordination and request an initial advance for the project management contract and equipment and supply purchases. The forester that is subsequently hired will complete CEQA requirements, design project treatments, and obtain right-of-entry agreements for

the above project sites. Georgetown Divide Public Utility District will simultaneously complete progress reports, cost documentation, and request the next advance of grant funds to pay for the first half of the vegetation treatment contract. This is a large contract so, if funded, it is anticipated that the grant payment advances will be requested in two stages as work is completed each year. The forester will develop a request for proposals to hire the vegetation contractor and work will be completed on the eleven treatment sites in two seasons between October of 2024 and June of 2025 and again between October of 2025 and June of 2026. The schedule window for vegetation treatment allows for work outside of fire season and before bird nesting in the spring.

**2. Verify the expected timeframes to complete the project will fall under the required completion dates depending on the source of the funds awarded.** : The project will be completed before the grant closeout date of March 15th, 2029. The anticipated timeframe for project activities is to complete the forester/project manager contract, CEQA and right of entry agreements between the time that grant funds are awarded and the fall of 2024. Vegetation treatment would then occur between October-June of 2025 and 2026. If the project encounters significant delays, the timeframe could be

pushed forward one year so that vegetation work would be completed in the spring of 2027, which is still within the grant period.

**3. Using bullets, list the milestones that will be used to measure the progress of the project. :**

-GDPUD grant implementation planning completed -Ongoing grant invoicing and quarterly reporting -Mastication equipment purchased - Supplies (saws and trimmers) purchased -Advertisement for and hiring of project manager/forester -Treatment prescription written -Environmental compliance documentation completed -Fuel treatment contract awarded -Vegetation treatment completed at eleven treatment sites (230 acres) - Accomplishments documented -Project story in the GDPUD newsletter -Project tour completed

**4. Using bullets, list the measurable outcomes (i.e. project deliverables) that will be used to measure the project's success. :**

-Mastication equipment (skid steer and excavator) plus hand tools purchased -Vegetation treatment completed on 230 acres at eleven treatment sites -Required quarterly grant reports with accomplishments and cost documentation -Project story in the Georgetown Divide Public Utility District newsletter -Community attendance at a project tour

**Can the requirements of the California Environmental Quality Act (CEQA) be met? :** A registered professional forester will be hired to complete the CEQA analysis. Upon award, the GDPUD will work with the forester to complete CEQA requirements with either a notice of exemption or a cal-VTP project specific analysis and subsequent notice of decision.

**6. List any existing forest or land management plans; Conservation Easements; Covenant, Conditions & Restrictions (CC&R's); matters related to zoning; use restrictions, or other factors that can or will limit the wildfire prevention proposed activity? :** None

## **Section V :**

### Administration

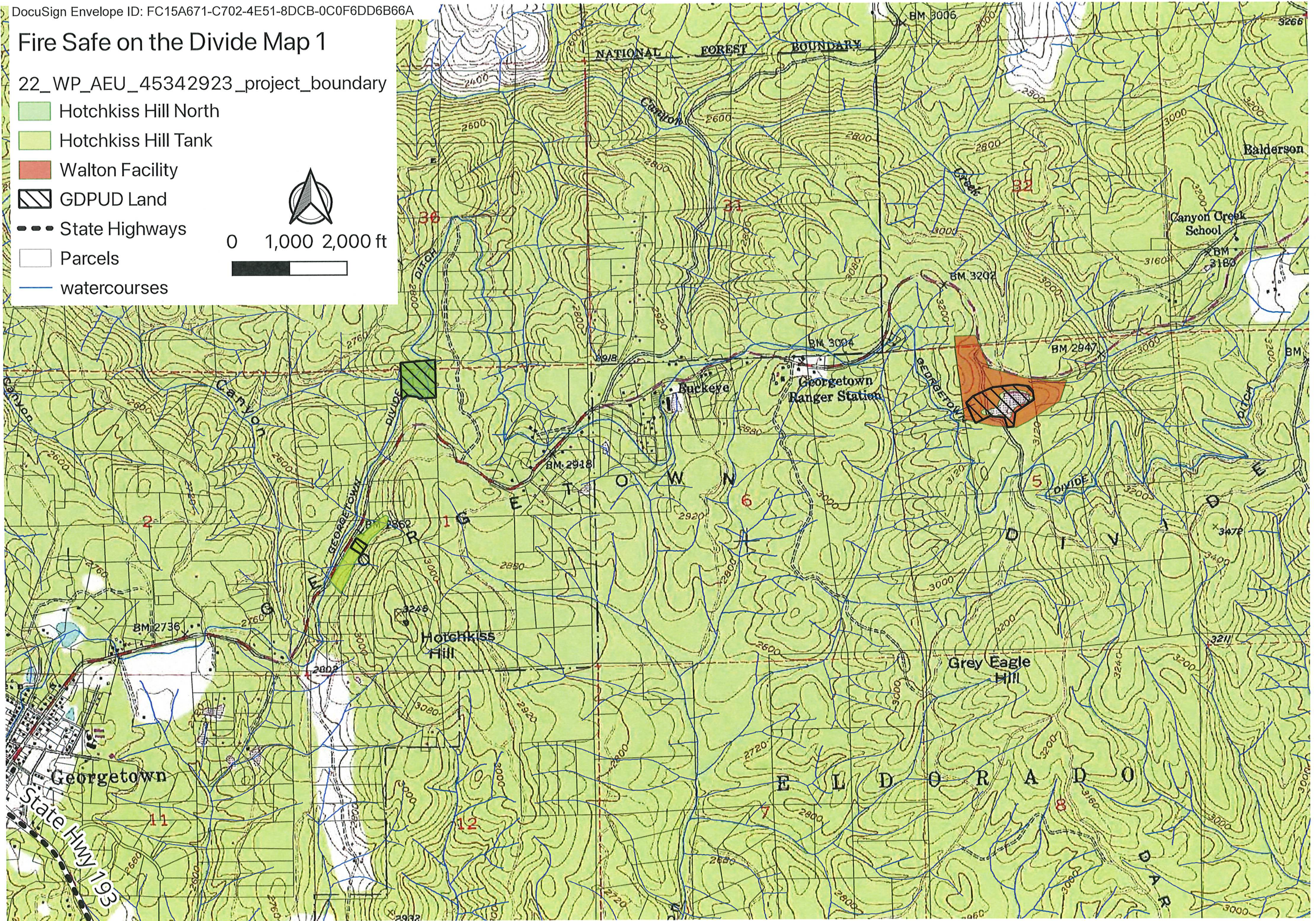
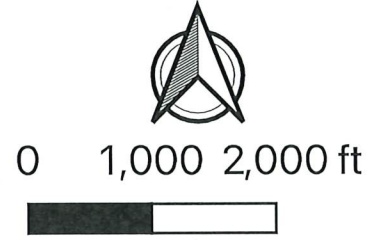
**1. Describe any previous experience the project proponent has with similar projects. Include a list of recent past projects the proponent has successfully completed if applicable. Project applicant or manager having no previous experience with similar projects should discuss any past experiences that may help show a capacity to successfully complete the project being proposed. This may include partnering with a more experienced organization that can provide project**



# Fire Safe on the Divide Map 1









22\_WP\_AEU\_45342923\_project\_boundary

-  Hotchkiss Hill North
-  Hotchkiss Hill Tank
-  Walton Facility
-  GDPUD Land
-  State Highways
-  Parcels
-  watercourses



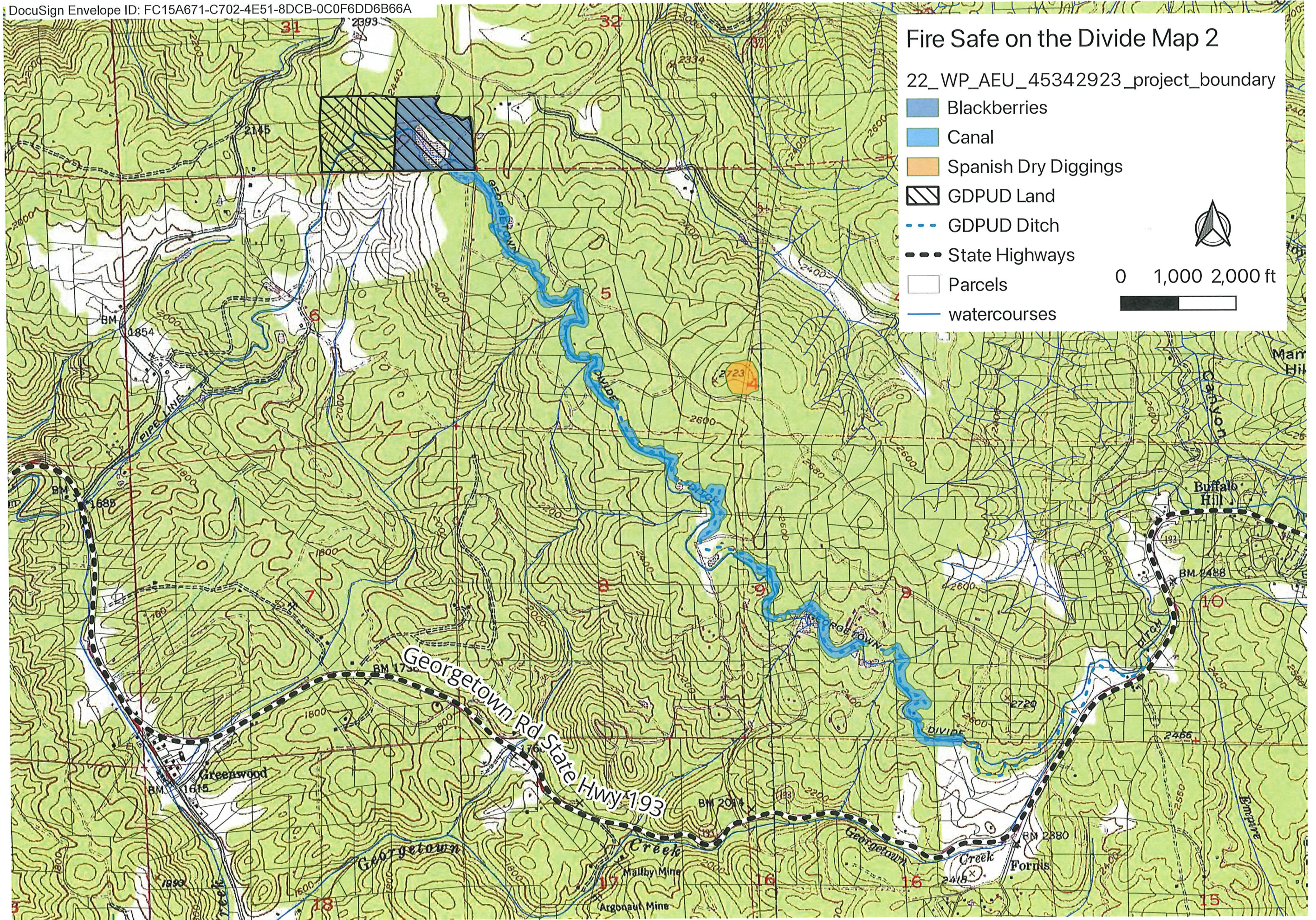
# Fire Safe on the Divide Map 2

22\_WP\_AEU\_45342923\_project\_boundary

-  Blackberries
-  Canal
-  Spanish Dry Diggings
-  GDPUD Land
-  GDPUD Ditch
-  State Highways
-  Parcels
-  watercourses



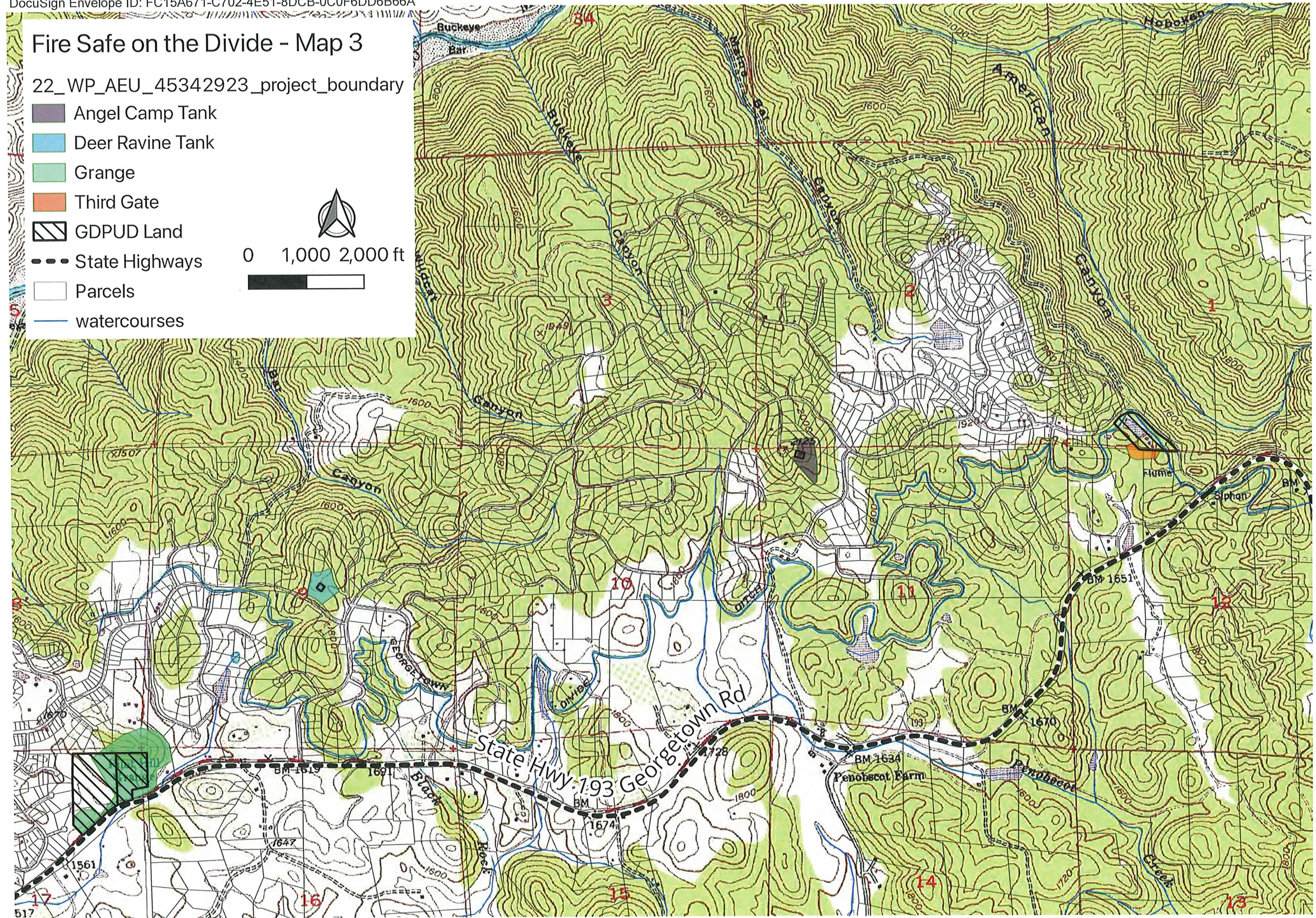
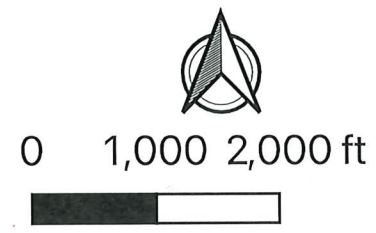
0 1,000 2,000 ft



# Fire Safe on the Divide - Map 3

22\_WP\_AEU\_45342923\_project\_boundary

- Angel Camp Tank
- Deer Ravine Tank
- Grange
- Third Gate
- GDPUD Land
- State Highways
- Parcels
- watercourses



# Fire Safe on the Divide - Map 4

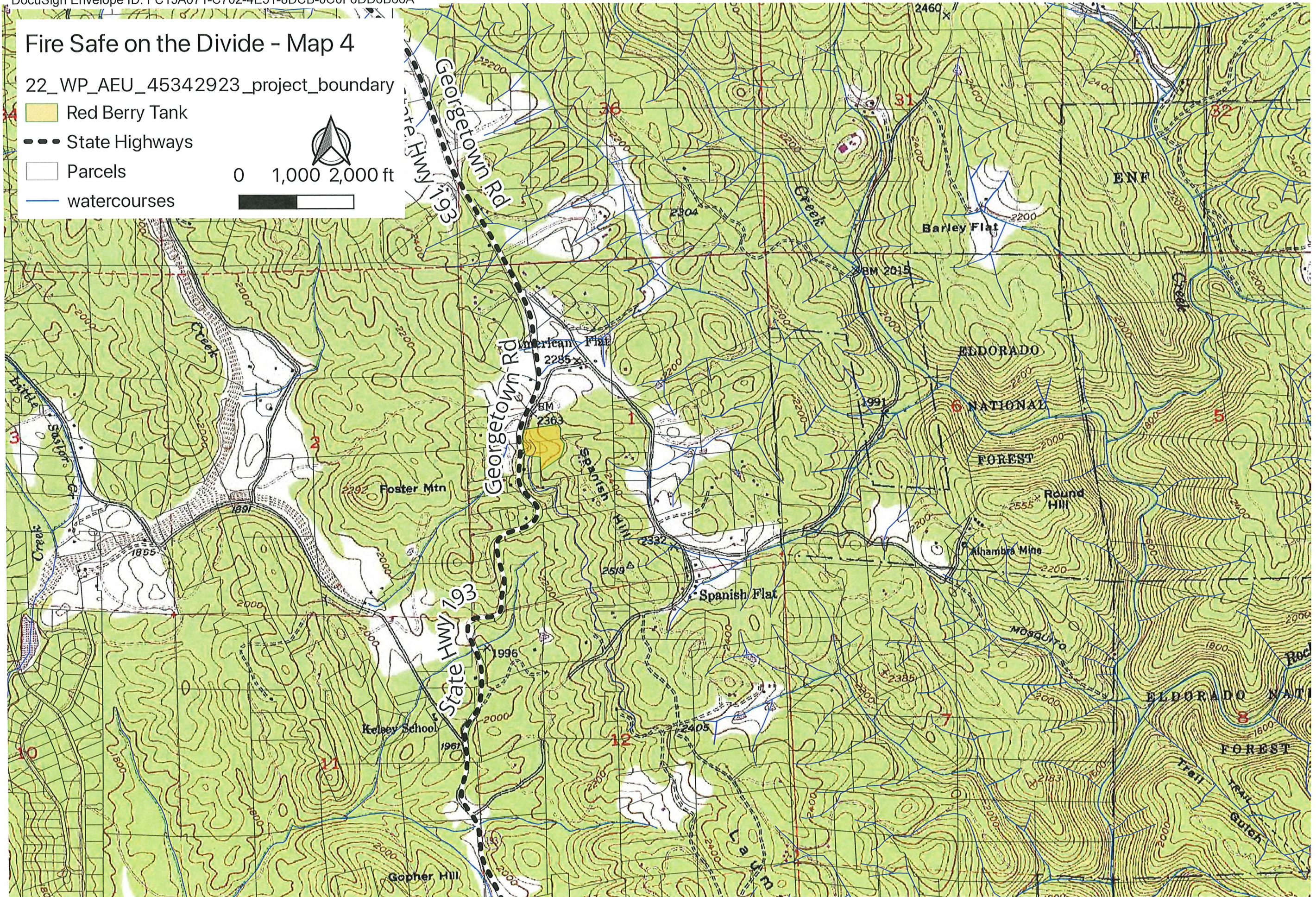
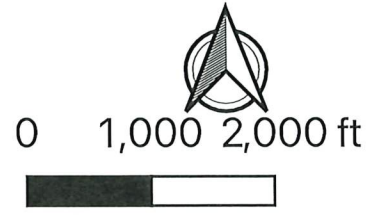
22\_WP\_AEU\_45342923\_project\_boundary

Red Berry Tank

State Highways

Parcels

watercourses



**ATTACHMENT B**

**SAMPLE PROFESSIONAL SERVICES AGREEMENT**

## PROFESSIONAL SERVICES AGREEMENT

**THIS PROFESSIONAL SERVICES AGREEMENT** (“Agreement”) is made and entered into this XXth day of [month] 20XX, (the “Effective Date”) by and between the Georgetown Divide Public Utilities District, a California Public Utilities District (“District”), and [CONSULTANT NAME] (“Consultant”). District and Consultant may herein be referred to individually as a “Party” and collectively as the “Parties”. There are no other parties to this Agreement.

### RECITALS

**A.** District has determined that consultant services are required for XXX (the “Project”).

**B.** Consultant has submitted a proposal to District that includes a scope of proposed consultant services, attached hereto and described more fully in **Exhibit A** (“Services”).

**C.** Consultant represents that it is qualified, willing, and able to provide the Services to District, and that it will perform Services related to the Project according to the rate schedule included in the scope of proposed consultant services attached hereto as **Exhibit B** (the “Rates”).

**NOW, THEREFORE**, in consideration of the promises and covenants set forth below, the Parties agree as follows:

### AGREEMENT

**1. Recitals.** The recitals set forth above (“Recitals”) are true and correct and are hereby incorporated into and made part of this Agreement by this reference. In the event of any inconsistency between the Recitals and Sections 1 through 20 of this Agreement, Section 1 through 20 shall prevail.

**2. Consulting Services.** Consultant agrees, during the term of this Agreement, to perform the Services for District in connection with the Project. Any request for services in addition to the Services described in **Exhibit A** will be considered a request for additional consulting services and not compensated unless the Parties otherwise agree in writing. No subcontract shall be awarded, or an outside consultant engaged by Consultant unless prior written approval is obtained from District.

**3. Compensation.** District shall pay Consultant according to the fee schedule set forth in **Exhibit B** for a time and materials cost not to exceed \$\_\_\_\_\_, as full remuneration for the performance of the Services. Consultant agrees to maintain a log of time spent in connection with performing the Services. On a monthly basis, Consultant shall provide District, in reasonable and understandable detail, a description of the services rendered pursuant to the Services and in accordance with the Rates. If the work is satisfactorily completed, District shall pay such invoice within thirty (30) days of its receipt. If District disputes any portion of any invoice, District shall

pay the undisputed portion within the time stated above, and at the same time advise Consultant in writing of the disputed portion.

**5. Term.** This Agreement shall become effective on the Effective Date and will continue in effect until the Services provided herein have been completed, unless terminated earlier as provided in Section 6 or 7 below (the “Term”).

**6. Termination.** District may terminate this Agreement prior to the expiration of the Term (“Termination”), without cause or reason, by notifying Consultant in writing of District’s desire to terminate this Agreement (the “Termination Notice”). Upon receipt of a Termination Notice, Consultant shall immediately cease performing the Services. Consultant will be entitled to compensation, as of the date Consultant receives the Termination Notice, only for Services actually performed.

**7. Termination for Cause.** Notwithstanding Section 6 above, this Agreement may be terminated by District for cause based on the loss or suspension of any licenses, permits or registrations required for the continued provision of the Services, or Consultant’s malfeasance. Termination of the Agreement for cause as set forth in this Section shall relieve District from compensating Consultant.

**8. Confidential Information.** Consultant understands and agrees that, in the performance of Services under this Agreement or in the contemplation thereof, Consultant may have access to private or confidential information that may be owned or controlled by District and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to District (“Confidential Information”).

Consultant shall not, either during or after the Term, disclose to any third party any Confidential Information without the prior written consent of District. If District gives Consultant written authorization to make any such disclosure, Consultant shall do so only within the limits and to the extent of that authorization. Such authorization does not guarantee that the District will grant any further disclosure of Confidential Information. Consultant may be directed or advised by the District’s General Counsel on various matters relating to the performance of the Services on the Project or on other matters pertaining to the Project, and in such event, Consultant agrees that it will treat all communications between itself, its employees and its subcontractors as being communications which are within the attorney-client privilege.

**9. Performance by Key Employee.** Consultant has represented to District that [REDACTED] will be the person primarily responsible for the performance of the Services and all communications related to the Services. District has entered into this Agreement in reliance on that representation by Consultant.

**10. Property of District.** The following will be considered and will remain the property of District:

**A. Documents.** All reports, drawings, graphics, working papers and Confidential Information furnished by District in connection with the Services (“Documents”).

Nothing herein shall be interpreted as prohibiting or limiting District's right to assign all or some of District's interests in the Documents.

**B. Data.** All data collected by Consultant and produced in connection with the Services including, but not limited to, drawings, plans, specifications, models, flow diagrams, visual aids, calculations, and other materials ("Data"). Nothing herein shall be interpreted as prohibiting or limiting District's right to assign all or some of District's interests in the Data.

**C. Delivery of Documents and Data.** Consultant agrees, at its expense and in a timely manner, to return to District all Documents and Data upon the conclusion of the Term or in the event of Termination.

**11. Duties of District.** In order to permit Consultant to render the services required hereunder, District shall, at its expense and in a timely manner:

**A.** Provide such information as Consultant may reasonably require to undertake or perform the Services;

**B.** Promptly review any and all documents and materials submitted to District by Consultant in order to avoid unreasonable delays in Consultant's performance of the Services; and

**C.** Promptly notify Consultant of any fault or defect in the performance of Consultant's services hereunder.

**12. Representations of Consultant.** District relies upon the following representations by Consultant in entering into this Agreement:

**A. Qualifications.** Consultant represents that it is qualified to perform the Services and that it possesses the necessary licenses, permits and registrations required to perform the Services or will obtain such licenses or permits prior to the time such licenses or permits are required. Consultant represents and warrants to District that Consultant shall, at Consultant's sole cost and expense, keep in effect or obtain at all times during the Term of this Agreement, any licenses, permits, and registrations that are legally required for Consultant to practice Consultant's profession at the time the Services are rendered.

**B. Consultant Performance.** Consultant represents and warrants that all Services under this Agreement shall be performed in a professional manner and shall conform to the customs and standards of practice observed on similar, successfully completed projects by specialists in the Services to be provided. Consultant shall adhere to accepted professional standards as set forth by relevant professional associations and shall perform all Services required under this Agreement in a manner consistent with generally accepted professional customs, procedures, and standards for such Services. All work or products completed by Consultant shall be completed using the best practices available for the profession and shall be free from any defects. Consultant agrees that, if a Service is not so performed, in addition to all of its obligations



under this Agreement and at law, Consultant shall re-perform or replace unsatisfactory Service at no additional expense to District.

**13. Compliance with Laws and Standards.** Consultant shall insure compliance with all applicable federal, state, and local laws, ordinances, regulations and permits, including but not limited to federal, state, and county safety and health regulations. Consultant shall perform all work according to generally accepted standards within the industry. Consultant shall comply with all ordinances, laws, orders, rules, and regulations, including the administrative policies and guidelines of District pertaining to the work.

**14. Independent Contractor; Subcontracting.** Consultant will employ, at its own expense, all personnel reasonably necessary to perform the Services. All acts of Consultant, its agents, officers, employees, and all others acting on behalf of Consultant relating to this Agreement will be performed as independent contractors. Consultant, its agents, and employees will represent and conduct themselves as independent contractors and not as employees of District. Consultant has no authority to bind or incur any obligation on behalf of District. Except as District may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of District in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind District to any obligation whatsoever. Consultant is prohibited from subcontracting this Agreement or any part of it unless such subcontracting is expressly approved by District in writing.

**15. Insurance.** Consultant and all of Consultant's contractors and subcontractors shall obtain and maintain insurance of the types and in the amounts described in this paragraph and its subparagraphs with carriers reasonably satisfactory to District.

**A. General Liability Insurance.** Consultant shall maintain occurrence version commercial general liability insurance or an equivalent form with a limit of not less than Two Million Dollars (\$2,000,000) per claim and Two Million Dollars (\$2,000,000) for each occurrence.

**B. Workers' Compensation Insurance.** Consultant shall carry workers' compensation insurance as required by the State of California under the Labor Code. Consultant shall also carry employer's liability insurance in the amount of One Million Dollars (\$1,000,000.00) per accident, with a One Million Dollar (\$1,000,000.00) policy limit for bodily injury by disease, and a One Million Dollar (\$1,000,000.00) limit for each employee's bodily injury by disease.

**C. Automobile Insurance.** Consultant shall carry automobile insurance for the vehicle(s) Consultant uses in connection with the performance of this Agreement in the amount of One Million Dollars (\$1,000,000.00) per occurrence for bodily injury and property damage.

**D. Errors and Omissions Liability.** Consultant shall carry errors and omissions liability insurance in the amount of no less than One Million Dollars (\$1,000,000.00) per occurrence or greater if appropriate for the Consultant's profession. Architects and engineers' coverage is to be endorsed to include contractual liability. Any deductibles or self-insured

retentions must be declared to and approved by the District. At the option of the District, either the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the District, elected and appointed councils, commissions, directors, officers, employees, agents, and representatives (“District’s Agents”); or the Consultant shall provide a financial guarantee satisfactory to the District guaranteeing payment of losses and related investigations, claims administration and defense expenses.

**E. Other Insurance Requirements.** Within five (5) days of the Effective Date, Consultant shall provide District with certificates of insurance for all of the policies required under this Agreement (“Certificates”), excluding the required worker’s compensation insurance. Such Certificates shall be kept current for the Term of the Agreement and Consultant shall be responsible for providing updated copies and notifying District if a policy is cancelled, suspended, reduced, or voided. With the exception of the worker’s compensation insurance, all of the insurance policies required in this Agreement shall: (a) provide that the policy will not be cancelled, allowed to expire, or materially reduced in coverage without at least thirty (30) days’ prior written notice to District of such cancellation, expiration, or reduction and each policy shall be endorsed to state such; (b) name District, and District’s Agents as additional insureds with respect to liability arising out of Services, work or operations performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied, or used by the Consultant, or automobiles owned, leased, or hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the District; (c) be primary with respect to any insurance or self-insurance programs covering District or District’s Agents and any insurance or self-insurance maintained by District or District’s Agents shall be in excess of Consultant’s insurance and shall not contribute to it; (d) contain standard separation of insured provisions; and (e) state that any failure to comply with reporting or other provisions of the policy including breaches of warranties shall not affect the coverage provided to the District.

**16. Indemnification.** Consultant hereby agrees to indemnify and hold harmless District, its agents, officers, employees and volunteers, against all liability, obligations, claims, loss, and expense (a) caused or created by Consultant, its subcontractors, or the agents or employees of either, whether negligent or not, pertaining to or related to acts or omissions of Consultant in connection with the Services, or (b) arising out of injuries suffered or allegedly suffered by employees of Consultant or its subcontractors (i) in the course of their employment, (ii) in the performance of work hereunder, or (iii) upon premises owned or controlled by District. Consultant’s obligation to defend, indemnify and hold District and its agents, officers, employees and volunteers harmless is not terminated by any requirement in this Agreement for Consultant to procure and maintain a policy of insurance.

**17. Consequential Damages.** Notwithstanding any other provision of this Agreement, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect, or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement or the Services performed in connection with this Agreement.

**18. Litigation.** In the event that either Party brings an action under this Agreement for the breach or enforcement hereof or must incur any collection expenses for any amounts due hereunder the prevailing Party in such action shall be entitled to its costs including reasonable attorney's fees, whether or not such action is prosecuted to judgment.

**19. Notices.** Any notice or communication required hereunder between District or Consultant must be in writing, and may be given either personally, by registered or certified mail (return receipt requested), or by Federal Express, UPS or other similar couriers providing overnight delivery. If personally delivered, a notice shall be deemed to have been given when delivered to the Party to whom it is addressed. Notices given by registered or certified mail shall be deemed to have been given and received on the first to occur of (a) actual receipt by any of the addressees designated below as the party to whom notices are to be sent, (b) on the date delivered as shown on a receipt issued by the courier, or (c) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If given by Federal Express or similar courier, a notice or communication shall be deemed to have been given and received on the date delivered as shown on a receipt issued by the courier. Any Party hereto may at any time, by giving ten (10) days written notice to the other Party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at the addresses in this paragraph set forth below:

If to District:

Georgetown Divide Public Utility District  
P.O. Box 4240  
6425 Main Street  
Georgetown, CA 95634  
Attention: General Manager

With courtesy copies to:

If to Consultant:

Attention:

**20. General Provisions.**

**A. Modification.** No alteration, modification, or termination of this Agreement shall be valid unless made in writing and executed by all Parties.

**B. Waiver.** The waiver by any Party of a breach of any provision hereof shall be in writing and shall not operate or be construed as a waiver of any other or subsequent breach hereof unless specifically stated in writing.

**C. Assignment.** No Party shall assign, transfer, or otherwise dispose of this Agreement in whole or in part to any individual, firm, or corporation without the prior written consent of the other Party. Subject to the forgoing provisions, this Agreement shall be binding upon, and inure to the benefit of, the respective successors and assigns of the Parties.

**D. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the state of California.

**E. Venue.** Venue for all legal proceedings shall be in the Superior Court of California for the County of El Dorado.

**F. Partial Invalidity.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

**G. Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which shall be deemed a single agreement.

**H. Severability.** If any term, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, the remainder of this Agreement shall remain in effect.

**I. Audit.** District shall have access at all reasonable times to all reports, contract records, contract documents, contract files, and personnel necessary to audit and verify Consultant's charges to District under this Agreement.

**J. Entire Agreement.** This Agreement sets forth the entire understanding between the Parties as to the subject matter of this Agreement and merges all prior discussions, negotiations, proposal letters or other promises, whether oral or in writing.

**K. Headings Not Controlling.** Headings used in this Agreement are for reference purposes only and shall not be considered in construing this Agreement.

**L. Time is of the Essence.** Time is of the essence in this Agreement for each covenant and term of a condition herein.

**M. Drafting and Ambiguities.** Any rule of construction that ambiguities are to be resolved against the drafting party does not apply in interpreting this Agreement.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the last day and date below written.

**DISTRICT:**

GEORGETOWN DIVIDE PUBLIC  
UTILITIES DISTRICT, a California Public  
Utilities District

By: \_\_\_\_\_  
      , General Manager

Date: \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
      , General Counsel

**CONSULTANT:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Request For Proposal for  
**Fire Safe on the Divide**

Prepared for  
Georgetown Divide Public Utility District

Digital



**MASON  
BRUCE &  
GIRARD**

Natural Resource Consultants

Mason, Bruce & Girard, Inc. (MB&G)

701 High Street, Suite 207 Auburn, CA 95603

530-919-0219 | [www.masonbruce.com](http://www.masonbruce.com)

June 21, 2024

**Contact Person & Email:**

Robert Galliano, RPF #2879

[RGallian@masonbruce.com](mailto:RGallian@masonbruce.com)

## Cover Letter

Adam Brown  
Operations Manager  
Georgetown Divide Public Utility District Office  
6424 Main Street  
Georgetown, CA 95634

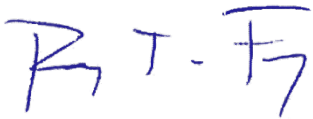
RE: Request for Proposal, Georgetown Divide Public Utility District, Fire Safe on the Divide

To Adam Brown and Georgetown Divide Public Utility District:

Mason, Bruce & Girard, Inc. (MB&G) is pleased to submit the following proposal in response to Georgetown Divide Public Utility District's Fire Safe on the Divide project. MB&G's proposal will remain firm for a 90-day period from the proposal deadline submission. MB&G will provide the insurance and indemnification required per the provided Professional service agreement. Proof that I, Reginald, T. Fay, am the Corporate Secretary of MB&G and am empowered with signatory authority, is provided in Appendix B.

Please let me know if you have any questions. I am authorized to negotiate a contract for the proposed services on behalf of Mason, Bruce & Girard. We look forward to applying our team's collective experience and strengths your needs. Thank you for the opportunity to provide a proposal in response to your RFP.

Sincerely,



Reginald T. Fay  
Title: Corporate Secretary  
MB&G Headquarters: 707 SW Washington Street, Suite 1300, Portland, OR 97205  
Phone: 503-224-3445

**Proposal correspondence during selection process:**

Robert Galliano, Lead Forester, RPF #2879  
RGallian@masonbruce.com  
530-919-0219  
Local Office Support Location: 701 High Street, Suite 207, Auburn, CA 95603

## Project Team Information

MB&G is pleased to submit the following proposal in response to Georgetown Divide Public Utility District's (GPUD) need for partial implementation of the Department of Forestry and Fire Protection (CAL FIRE), Fire Safe on the Divide grant award. MB&G understands the project includes wildfire fuel reduction on 230 acres located in the communities of Georgetown, Greenwood, Cool and Garden Valley.

Based out of Auburn, California, MB&G's Forest Management Group specializes in:

- ☑ Fuel reduction projects
- ☑ Restoration project management
- ☑ Field work oversight
- ☑ Wildfire mitigation planning
- ☑ CEQA and NEPA analysis

MB&G has six California RPFs on staff who have decades of experience with fuels reduction projects in the Sierra Nevada. Our RPFs have valid licenses to practice forestry in the State of California, have valid California Driver's Licenses and vehicle liability insurance. Our team has provided expert services and support to non-profits, the US Forest Service, CAL FIRE, Federal and State agencies, Cities, Counties, Resource Conservation Districts, private industry, small landowners, and utilities. Our RPFs are ready to provide expertise to GPUD the duration of this project.

### Experience

Our team knows from experience that fuel treatment projects with impacts to 400+ landowners require a firm with seasoned RPFs who have expertise in people management, project management, information management, and GIS. MB&G has recently completed multiple projects of this type and magnitude. We have developed an efficient and streamlined workflow that will benefit GPUD.



### People Management

MB&G's team has decades of experience working directly with landowners on fuels reduction projects and hazard tree removals. We have a deep understanding of the questions, frustrations, confusion, and skepticism that landowners have. Our team knows how important it is to interact with each individual landowner to ensure that they understand the process and get their questions answered. We are not able to guarantee participation, but we can guarantee that each landowner will have the information required to make an informed decision. We can also guarantee that we will use every avenue available to us to get the information disseminated.

### Project Management/Information Management/GIS

MB&G's team understands that project and information management will be a key to success. A significant amount of information and data will be collected and needed to track progress. MB&G's team of GIS and information management experts will implement a robust system to manage and share information. This open communication will streamline the project and minimize issues, which will in turn minimize GPUD's risk and stress.



## Project Understanding and Innovation

MB&G has extensive experience working throughout the Sierra Nevada mountains and Sierra foothills completing projects similar to this one. Our local staff of Registered Professional Foresters and Assistant Foresters have the capacity to complete over 14,000 hours of project work per year. Over half of this capacity is typically spent designing, permitting and managing fuels reduction project in a rural residential setting covering multiple private parcels. In completing these project, MB&G focuses on designing project which are practical to implement, well communicated to the public and stakeholders, and reflect well on the funding agency and client.

On all projects, we implement a variety of technology and innovation for efficiency of data collection, mapping, data storage, and reporting. See our work plan/scope of work below for details on where we plan to implement innovation and technology.

## Work Plan/Scope of Work

### Task I – Project Management, Coordination and Schedule.

1. MB&G’s team will meet with GPUD for a pre-project meeting. The goal will be to review the project requirements, associated project documents and materials, expectations, and deliverables. Our team will also establish the project lines of communication and a formal meeting schedule.
2. MB&G will participate in public meetings, including development of a presentation describing the project with visual aids. MB&G will assist in the development of printed and digital project outreach materials. MB&G will evaluate alternative ways to disseminate information and increase awareness and visibility. For example, we will set up a website to share project updates with landowners. We will also explore posting on local Facebook, or other social media pages if available.
3. MB&G will prepare a project safety plan. The plan will identify emergency contacts, medical facility locations, an assessment of project-specific hazards, required PPE, and field work check-in and check-out procedures. MB&G staff are required to have a means of 2-way communication while in the field. In areas where cellular reception is poor or non-existent, field staff utilize Garmin in-reach satellite communicators.

### Task II – Treatment Prescription.

1. MB&G will develop a GIS-based project database to be used to collect and manage field data and to store project records. The database will be accessible to GPUD staff and collaborating contractors involved in the project. If needed, data and reports can and will be exported. The database will be used to:
  - a. Generate project maps.
  - b. Create project progress reports.
  - c. Store information such as Right-of-Way agreements, operations inspection forms, work sign-off documents, and contractor invoices.
  - d. Identify treatment prescription for each parcel.
  - e. Track project status. For example, parcels will be flagged when Right-of-Ways are sent, landowner contact is initiated, treatment agreements are signed, and treatments are completed.
2. MB&G will use publicly available LiDAR data to accurately model slope for an operational feasibility analysis, create a hill shade to identify watercourse channels and unmapped roads, and create a canopy height model to assist in vegetation typing.
3. MB&G will write a treatment prescription covering the specifics of what vegetation will be cut, and how material will be processed. This prescription will include environmental protection required to avoid a significant negative impact to the environment. A typical treatment prescription will follow this outline:
  - I. Project Description
  - II. Project Timing

- III. Thinning Prescription
  - a. Tree Removal
  - b. Tree Pruning
  - c. Brush treatment
  - d. Downed wood treatment
  - e. Material processing
  - f. Environmental Protections
    - i. Soils
    - ii. Hydrology
    - iii. Wildlife
    - iv. Botanical
    - v. Air Quality
    - vi. Noise
    - vii. Fire protections

### **Task III – Environmental Compliance and Permitting and Right of Way Agreements.**

1. MB&G will prepare a notice of exemption to be filed by GPUD. MB&G expects that the project will meet the requirements of the Class 4 Categorical Exemption (Minor Alterations to the land) Section 15304. MB&G will provide a 10-15-page assessment documenting how it was determined that the project is exempt. MB&G will have an archeological subcontracting professional archaeologist complete an archeological survey and report for the project. Although uncommon for this type of project, MB&G will prepare a CDFW lake streambed alteration permit, if required.
2. MB&G will develop and mail the initial Right-of-Way information packets and forms to the landowners. The project specific forms establish an initial line of contact and communication with the landowner, gather non-mailing contact information, and gain access for parcel assessment/layout and any needed environmental survey work. The form also allows the landowner to request an in-person meeting with a RPF. In MB&G's experience, providing landowners the opportunity to meet with a RPF to discuss proposed work in person increases participation rates. The packets describe the project and potential treatments. Landowner contact information will be securely stored in the GIS database.
3. MB&G will complete any needed project layout, which may include treatment boundary marking, sensitive area marking, designation of specific leave vegetation or trees, and identifying access routes. Virtual boundaries will be utilized as appropriate. Contractors will be provided geo referenced project maps.

### **Task IV – Request for Bid Development and implementation supervision.**

1. MB&G will work with GPUD in hiring an implementation contractor.
2. MB&G will create measurable and enforceable treatment specifications that can be added to the implementation contract.
3. MB&G will create a quality control plan, which will outline how project specifications are measured and define what constitutes an approved and accepted work product.
4. MB&G will provide a list of implementation contractors for the RFP distribution list.
5. MB&G will participate in pre-bid meetings and tours and be available to answer questions, provide materials such as maps, representative photos, and specification descriptions as needed.
6. MB&G will be available to assist with the contractor selection and provide advice on the feasibility and suitability of proposed methods and the equipment to be used by the implementation contractor.

7. MB&G will work with the implementation contractor to develop a treatment schedule and plan, taking into consideration any seasonal environmental constraints, seasonal conditions, and other contract requirements. The treatment plan will identify work segments to be used for both landowner notifications and contractor invoicing.
8. MB&G will provide landowner notifications one week prior to work commencing.
9. During active work MB&G will make periodic site visits to ensure project specifications are being met, environmental and safety standards are being followed, and to answer operator questions. MB&G will conduct sample plot measurements to assess residual tree and vegetation spacing, size and depth of chipped or masticated debris, residual stand damage, observation of work area boundaries, soil disturbance, and work site cleanliness.
10. Field observations and meeting notes will be documented in a daily inspection log which is integrated into the GIS system.
11. MB&G will provide monthly reports summarizing oversight of treatment vendors.
12. When an implementation contractor notifies MB&G that work is complete, we will inspect and certify the project area. If additional work is needed, we will provide written instructions and corrective actions. Work completed to project specifications will be certified and documented in the GIS system with notes and site photos.

## Project Schedule

1. Task 1 will be ongoing throughout the project. MB&G is available to start to project on the project the week of July 15, 2024.
2. Task 2 will be completed by August 15, 2024.
3. Task 3 will be completed by October 15, 2024. In order to obtain enough lead time to collect Right-of-Way Agreements, they should be prepared mailed no later than August 15, 2024.
4. MB&G will provide materials required for bidding of implementation contractors by October 15, 2024, in order to allow for contract award in November 2024. Implementation oversight will occur from November 2024 to June 2025, and October 2025 to June 2026.
5. All tasks will be completed by June 2026.

## Sub-Contractor & Work by Others

### Subcontracting

The Archeological Survey will be completed by a subcontracting professional archeologist. The archaeological subcontractor will be Environmental Resources Compliance, LLC (ERC). ERC is a minority-owned small business enterprise that provides inter-agency and integrated natural and cultural resources compliance and regulatory permit requirement management and construction monitoring support to public and private sector clients. **Marcos Guerrero**, RPA 16100 is a Registered Professional Archaeologist (RPA) with ERC whose training and background meet the U.S. Secretary of the Interior's Professional Qualification Standards ([36 CFR 61]). MB&G has worked closely in the past with ERC on Green Valley Fuelbreak for Yolo County RCD and the Yuba Roadside Fuelbreak for Yuba Watershed and Fire Safe Protection Council.

### Work by others

GPUD will be responsible for filing the CEQA Notice of Exemption. It is also assumed that GPUD will participate in public meetings and assist in project information development.

MB&G assumes that the implementation contractor will work directly for GPUD.

## Relevant Experience and References

### *Registered Professional Foresters*

Our team of RPFs and Assistant foresters are qualified and available to successfully develop the appropriate treatment prescription and lead this project. Our team has a successful history completing similar projects in the area. Our entire team has experience working with landowners, and we have the right balance between the technical and personable needs required to ensure project success. We believe in the project's goals and objectives and will provide extra effort to increase landowner participation. We will bring this knowledge and expertise to the project.

**Robert Galliano, Senior RPF** will manage the project. Robert will be the dedicated point of contact and project manager. Robert will also be responsible for the review and oversight of MB&G staff, development of treatment outreach specifications and materials, inspection forms, and as right of entry (RIGHT-OF-WAY) letters. **Sara Taddo Jones, RPF, Konrad Pehl, RPF** and **Alison Enry, RPF** will assist Robert and be responsible for field assessments, layout, and implementation oversight. MB&G assistant foresters Dylan Daniels and Emily Staler will assist Robert with filed layout, GIS data management and project scheduling.

MB&G will Subcontract Archeological Surveying and reporting to Environmental Resources Compliance LLC (ERC). ERC will be responsible for archeological surveying and reporting.

MB&G's office and staff are located 15 minutes from the project site and have worked in this area before for the El Dorado County RCD, El Dorado County Fire Safe Council, and the American River Conservancy. We will bring a local presence to this work and a deep understanding of the area and community.

**MB&G has provided resumes for the staff above in Appendix A at the end of this document.**

### **Clients/projects with similar work experience:**

- Placer County Department Agricultural, Parks and Natural Resources French Meadows fuel treatment project
- Yuba Fire Safe Council roadside fuel treatment project
- El Dorado Fire Safe Council residential hazard tree removal project
- Placer County Water Authority (PCWA), On-Call Hazard Tree Assessment and Forestry Support
- Arborist Services and Road Right-of -Way Hazard Tree Assessment, El Dorado County Public Works for Caldor Fire, El Dorado County, California
- Plumas County Fire Safety Council, Mohawk Valley Community Fire Protection

**Registered Professional Forester, El Dorado Community Wildfire Protection Project Implementation, El Dorado Resource Conservation District (RCD), El Dorado County, California, 2022-Present.** MB&G was hired to complete pre-construction biological surveys and produce a report associated with each survey to be reviewed and approved by the RCD and USFS. MB&G is working to complete pre-construction Archaeological surveys and produce a report associated with each survey to be reviewed and approved by RCD and USFS. Work includes review and approval of the final specifications for fuel load reduction activities. MB&G's RPF and forestry technicians work with the RCD to strategically layout (flag) project area for fuel load reduction. As part of this project, MB&G is supervising operations of the implementation contractor, certifying completed areas, and interfacing between the contractor, the RCD, and landowners. Robert Galliano is the project manager. Jeb Brooks and Konrad Pehl were key personnel involved. Total Cost: \$85,000. Client Contact: Mark Egbert, District Manager, CPESC#6350, QSD, QSP, El Dorado & Georgetown Divide Resource Conservation Districts, Office: 530-303-5328 | Cell: 530-957-3472, Mark.Egbert@ca.usda.gov

**El Dorado County Fire Safe Council, Mitigation for Hazard Trees – 2023-Present.** Through a grant agreement, landowners were assisted in the cost for removing hazardous trees that threaten structures, and private roadways. MB&G prepared public outreach materials describing the project and eligibility requirements and landowner costs to local media partnering entities and agencies. As right-of-entry (RIGHT-OF-WAY) agreements were received, they were scanned into a digital formats and linked to the project GIS database. MB&G utilized ArcGIS Field Maps to create an integrated project geospatial data system. Parcel data for all landowners enrolled in the project was stored in this system. Data included parcel boundaries, ownership information, and RIGHT-OF-WAYS. Field visits were carried out by MB&G ISA certified arborists. The arborist entered all field data directly into the ArcGIS Field Maps system, including site plan elements and locations of trees to be worked. Arborists selected trees meeting program criteria, up to an estimated value of \$4,000 worth of tree work, and rank-ordered the trees by severity of hazard. Trees identified for work had flagging tied around the tree bole and a metal tag with the unique tree ID number indicated on it affixed to the base and below the cutline for the tree with aluminum nails. MB&G solicited and hired an on-call contractor to perform the removal of hazard trees from the properties, and oversaw all work from the contractor. Robert Galliano is the project manager. Jeb Brooks, Konrad, Pehl, Emily Staller, and Dylan Daniels were key personnel involved. Total Cost: \$81,842. Client Contact: Heather Cambell – Project Coordinator, 530-957-6091, camplema@comcast.net

**Arborist Services and Road Right-of -Way Hazard Tree Assessment, El Dorado County Public Works for Caldor Fire, El Dorado County, California, 2021 - Present.** MB&G performed tree inspections to check the overall health of trees affected by fire and look for signs of pest and disease infestation to identify structural defect. Our certified arborists performed Tree Risk Assessments, which included the summary of the tree’s risk level, current conditions and observations, and developed data collection protocol. Information in the report included species, size, distance from target, type of hazard, photos and tree ID tags. Once information was collected, MB&G led a final report to determine what trees met FEMA criteria for hazardous trees and provided comments and recommendation for each tree inspected. The report met FEMA standards and allowed the County to be reimbursed by FEMA. MB&G is on ongoing call for this work with the County following disaster events. Robert Galliano is the project manager. Total Cost: \$278,500. Client Contact: Ashley Johnson, County of El Dorado, Maintenance and Operations Division, 530-642-4925, Ashley.johnson@edcgov.us

**American River Conservancy (ARC), 2019-present.** MB&G has provided RPF services to the American River Conservancy since 2019. This work has involved assisting ARC with field inspections for operations, assistance with development of project specifications and contracting language, cruise data processing and contractor management. The majority on assistance provided has been on ARC owned land within or adjacent to the larger French Meadows Project. Robert Galliano is the project manager. Total Cost: \$49,328. Client Contact: Elena DeLacy, Executive Director, American River Conservancy, (530) 621-1224, elena@arconservancy.org

**Amador Resource Conservation District (RCD), Registered Professional Forester and Field Management, 2022 to Present.** MB&G provides CAL VTP surveys, project mapping, treatment prescriptions, and fuel load reduction implementation oversight for Jackson Creek Forest Health Project for Amador RCD. Work is ongoing and includes field layout, map creation, biological surveying, contracting support, and field operations supervision. MB&G has worked with the projects advisory committee to designate and prioritize treatment areas. MB&G is responsible for overseeing implementation operations for this phase of the project. Robert Galliano is the project manager. Sara Tadoo-Jones and Konrad Pehl were key personnel involved. Total Cost: \$49,328. Client Contact: Amador RCD, Amanda Watson, Executive Director, 209-217-1090 amanda@amadorrccd.org

**Yuba Roadside Fuel Treatment Phase I Implementations, Yuba Watershed and Fire Safe Protection Council (YWPFC), Yuba County, California, 2022- Present.** MB&G is providing forestry services on roadside fuel treatments along County, County Service Area, and private roads on 465 acres including CAL VTP surveys. Our team is completing many of the project

management tasks including identification of project landowners, acquisition of right of entry agreements, public meetings, layout and environmental surveys, contractor procurement and supervision, and grant reporting. Robert Galliano is the project manager. Sara Tadoo-Jones, Emily Staller, Dylan Daniels, and Konrad Pehl were key personnel involved. Total Cost: \$94,860. Client Contact: Allison Thomson, Director, [allison@yubafiresafe.org](mailto:allison@yubafiresafe.org). **MB&G utilized Environmental Resources Compliance as a sub-contractor for this project for archaeological surveying and reporting.**

**Green Valley Fuelbreak Cal VTP PSA, 2022-present.** Through MB&G's on call agreement with the Yolo RCD, we competed a Cal VTP Project Specific Analysis (PSA) for the Cordilla Fire Protection District. The PSA covered fuels treatment work surrounding the community of Green Valley in Solano County. The project is 241 acres and includes mechanical, manual, and prescribed herbivory as primary treatment types. MB&G is currently completing CAL VTP Surveys for phase one of this project. Robert Galliano is the project manager. Dylan Daniels, Jeb Brooks, and Konrad Pehl were key personnel involved. Total Cost: \$18,492. Client Contact: Tim Holliday, VMP Forester I - RPF 2831, CAL FIRE, Sonoma-Lake-Napa Unit 1199 Big Tree Rd Saint Helena, CA 94574, 707-291-0057, [Tim.Holliday@fire.ca.gov](mailto:Tim.Holliday@fire.ca.gov) **MB&G utilized Environmental Resources Compliance as a sub-contractor for this project for archaeological surveying and reporting.**

**French Meadows Restoration Project, Placer County, 2016-present, 3,000+ acres treated.** MB&G has been working for Placer County on the French Meadows project since 2016, with the objective of restoration of forestland upslope from the French Meadows Reservoir on USFS managed lands. The project's objective is to protect the watershed from the effects of catastrophic wildfire. MB&G's team conducted field reconnaissance over a 16,404-acre area, organized field tours, presented information on site conditions and treatment alternatives at project meetings, developed a field reconnaissance and treatment delineation report that assessed forest vegetation, identified, and described treatment units, assessed pre-treatment and post-treatment conditions,



*MB&G Registered Professional Forester, Robert Galliano, leading a tour at French Meadows*

assessed infrastructure needs, and provided cost estimates for the treatments. MB&G also completed stand exam plots, preparation of the project vegetation management and economics reports, assisted in operational scheduling and budgeting, and presentations at project meetings and field tours. MB&G completed field layout and marking of treatment units covering over 6,000 acres, selected the implementation contractor and is responsible for supervision of operations and contract administration. Robert Galliano is the project manager. Konrad Pehl, Emily Staller, Dylan Daniels, Konrad Pehl, and Allison Enry are key personnel involved. Total Cost: \$581,351. Client Contact: Kerri Timmer, Principal Management Analyst; Regional Forest Health Coordinator, Placer County; 530-745-3011, [ktimmer@placer.ca.gov](mailto:ktimmer@placer.ca.gov); 175 Fulweiler Avenue Auburn, CA 95603

assessed infrastructure needs, and provided cost estimates for the treatments. MB&G also completed stand exam plots, preparation of the project vegetation management and economics reports, assisted in operational scheduling and budgeting, and presentations at project meetings and field tours. MB&G completed field layout and marking of treatment units covering over 6,000 acres, selected the implementation contractor and is responsible for supervision of operations and contract administration. Robert Galliano is the project manager. Konrad Pehl, Emily Staller, Dylan Daniels, Konrad Pehl, and Allison Enry are key personnel involved. Total Cost: \$581,351. Client Contact: Kerri Timmer, Principal Management Analyst; Regional Forest Health Coordinator, Placer County; 530-745-3011, [ktimmer@placer.ca.gov](mailto:ktimmer@placer.ca.gov); 175 Fulweiler Avenue Auburn, CA 95603

**Whitebark Institute – ESCCRP Nonfederal Parcels Timber harvest Plan and Implementation oversight, 2023.** MB&G developed a timber harvest plan to allow CEQA clearance and timber removal for a fuels reduction project on city owned parcels within the town of Mammoth Lakes, CA. The project area received heavy recreation use and was extremely visible to the public. The project area also contained many environmental constraints requiring careful mitigation to achieve fuels reduction goals. Following plan approval, MB&G assisted Whitebark Institute with supervision of the implementation contractor to ensure that work was completed to project specifications and in a manner that provided a good example of appropriate forest management withing a highly visible area. Robert Galliano is the project manager. Total Cost: \$50,125. Client Contact: Janet Hatfield, Forest Health Program Manager Eastern Sierra Climate & Communities Resilience Project, Whitebark Institute, [janet@whitebarkinstitute.org](mailto:janet@whitebarkinstitute.org), (760) 914-3131

References

**El Dorado RCD**

Mark Egbert, District  
Manager, CPESC#6350, QSD,  
QSP, El Dorado Resource  
Conservation District  
Office: 530-303-5328  
Cell: 530-957-3472  
Mark.Egbert@ca.usda.gov

**El Dorado County Fire Safe  
Council**

Heather Cambell, Project  
Coordinator  
530-957-6091  
camplema@comcast.net

**American River Conservancy**

Elena DeLacy, Executive Director,  
American River Conservancy  
53-621-1224  
elena@arconservancy.org



## Robert Galliano, RPF #2879, ISA Certified Arborist #we-13922A, Forester/ Project Manager

Robert is the Lead Forester in MB&G's Auburn, California office. He has 18 years of experience in forestry consulting. During this time, Robert has had broad exposure to a diverse range of projects and is continuously applying this experience to provide in-depth knowledge, informed project solutions and adaptive management to clients. Robert enjoys assisting clients in developing and managing ecologically and economically sound forest restoration projects.

### Education

B.S., Forestry, Humboldt State University, Arcata, California

### Years of Experience

18 years

### Certificates and Memberships

- California Registered Professional Forester (RPF #2879)
- CDF Archaeological Site Recognition Course
- USFS Wildland Firefighter Training
- California Licensed Forester Association (member of board of directors April 2012 to May 2016)

### Proficiencies

- Timber Sale Layout and Administration for Private and Federal Land
- Treatment layout and marking
- Timber Inventory Design, Data Collection and Processing
- Contractor oversight and administration
- Forest health and fuels reduction treatment recommendations
- Hazard Tree Assessments and Project Management
- Silviculture Assessments for NEPA Analysis
- Botanical and Biological Scoping
- CAL FIRE Harvest Permit Preparation, THPs, NTMPs, exemptions, and Emergency Notices
- GIS Mapping and Analysis
- CEQA, Notice of Exemptions, Mitigated Negative Declarations, Cal VTP Surveys and Assessments
- Timberland Management

### MB&G Project Experience

**Hazard Tree Assessment and Project Management.** Robert has been the lead RPF for several large hazard tree assessment projects, including work for the Cal Recycle 2020 fires inland branch, El Dorado Department of Public Works Caldor Fire, and PCWA 2021 storm damage assessment. While working for Cal Recycle, Robert was responsible for training, dispatch and quality control for a team of up to 10 arborists covering multiple fires in Napa, Solano, Sonoma, Lake and Mendocino counties. Robert also provided permitting and forest practice rule compliance assistance for tree operations associated with the project. For the Caldor Fire, Robert developed a tree assessment plan and data, oversaw a team of up to 3 arborists, and developed an Arborist report meeting requirements for FEMA reimbursement. For PCWA, Robert developed a methodology for assessing trees which were made hazardous by 2021 storms, and trees which have a high probability of becoming hazardous with future storms.

**USFS/Partner Agency MSA work.** Robert has been the primary forester contracted with Placer County for the French Meadows Project since 2016. Robert was initially responsible for drafting a treatment plan for USFS lands, which drain into French Meadows Reservoir with the primary purpose of protecting the watershed from catastrophic wildfire. Following adoption of the plan, Robert assisted with NEPA analysis for the project, and utilizing MB&G field staff completed project layout and marking. Implementation of the project started in 2019 and continues seasonally to the present time. Robert, in conjunction with MB&G assistant foresters, is responsible for oversight of active operations, and assists the County with required Grant Reporting. Robert has also assisted the National Forest Foundation with layout, marking and operations oversight for the Yuba Duce, Elliot Meadows, Robinson Flat, and Gates Campground Meadow Restoration projects in 2018 and 2019.

**Timberland Management.** Robert was the timberland manager for a 40,000-acre investor-owned property located in Placer County from 2014 to the property sale in 2017. During this



time Robert was responsible for all aspects of timber harvest permitting, timber sale administration, reforestation and plantation management, and budgeting. Robert oversaw post fire salvage and reforestation on approximately 10,000 acres of the property effected by the American and King Fires. Prior to becoming the timberland manager, Robert had worked on the property as a Forester since 2007.

**Forest Restoration for Nonprofits and Resource Conservation Districts.** Starting in 2009 and continuing to present day, Robert has assisted with forest restoration projects for several RCDs and NGOs including the Foresthill/Iowa Hill Fire Safe Council, Placer RCD, El Dorado RCD, Plumas Fire Safe Council, and Amador RCD. This project work has included assistance with project development, CEQA and NEPA permitting, project layout, environmental surveys, and implementation oversight.

### Experience Prior to Employment with MB&G

**Self-Employment, Forester, CA.** Robert prepared timber harvest plans, planned and administered fuel reduction projects in the Central Sierras, Identified a supervised removal of hazard trees along utility canal corridors.

**Timberland Resource Consultants, Forestry Technician, CA.** Robert assisted RPF's in the layout and writing of timber harvest plans and non-industrial timber management plans. Conducted timber cruises.

**WM Beatty & Associates, Forestry Technician, CA.** Seasonal positions for timber cruising and timber marking.

**Environmental Resource Solutions, Urban Forestry Technician, CA.** Robert worked on the Southern California bark beetle project, which included identifying infest trees that were at risk of hitting power lines, marking trees for removal and collecting cruise data for each tree.

**Boise National Forest, Forestry Aid, CA.** Conducted stocking surveys, flagged pre-commercial thinning unit boundaries, stand exam plots, planting inspections, and firefighting.





## Konrad Pehl

### Registered Professional Forester

Konrad is a California Registered Professional Forester with a demonstrated history of working in the forest products industry. Skilled in Forest Management, Forest Inventory, Contract and Permit Administration, Erosion Control, Road Rehabilitation and Hazard Tree Evaluation and Removal.

### Proficiencies

- Forest Management
- Forest Inventory
- Contract and Permit Administration
- Erosion Control
- Road Rehabilitation
- Hazard Tree Evaluation and Removal

### Project Experience

**Registered Professional Forester, Tetra Tech**, Placerville, CA. Worked as an RPF for the Administration and Management Contractor on the CalRecycle Hazard Tree Removal Operations, Caldor Fire State Consolidated Debris Removal Program. March 2022 to June 2022

**Resource Recovery Specialist, Woodland Biomass Power**, Woodland, CA. Worked in fuel procurement for a wood fired biomass power plant. November 2021 to February 2022.

**Registered Professional Forester, Bender Rosenthal**, Sacramento, CA. Worked on wood management for PG&E post wildfire line clearance on the Glass Fire and LNU Complex. September 2021 to October 2021.

**Registered Professional Forester, J.W. Bamford, Inc. / P31 Enterprises**, Oroville, CA. Worked as a purchaser's field representative for Forest Service timber sales and stewardship projects. Advised wood management crews on PG&E right-of-way clearing. Worked with tree removal crews on Post-Fire Recovery Exemptions and Emergency Notices. Worked as the removal contractor's Registered Professional Forester on the CalRecycle Hazard Tree Removal Project for the Camp Fire in the town of Paradise. May 2019 to August 2021.

**Registered Professional Forester, Self-Employed**, Rancho Cordova, CA. Working with Licensed Timber Operators and Landowners to prepare various Cal Fire Exemptions for tree removal. December 2018 to May 2019.

**Registered Professional Forester, RMM Environmental Planning**, West Sacramento, CA. On-Call Contractor. Worked on a California Department of Transportation tree removal project for highways 108, 120, and 140. Supervised the selection and removal of drought mortality trees. July 2018 to May 2019.

**Registered Professional Forester, Mountain G Enterprises (MGE), Inc.**, Folsom, CA. Worked on United States Forest Service Task Order Contract. Primarily timber marking for timber sale preparation. Marked trees were sampled, a sub-sample was measured, and the data recorded into data recorders running FPS and ArcCollector. July 2017.

**Registered Professional Forester, ACRT, Inc.**, Stockton, CA. Worked on drought related tree mortality projects in Fresno County and Lake Tahoe area. Work involved data collection for inventories of hazard trees. Used Surface Pro Tablets with GPS to collect data.

### Education

B.S., Forest Management (production), Humboldt State University, Arcata, CA

A.S., Geographic Information Systems, American River College, Sacramento, CA

### Years of Experience

34 years

### Certificates and Memberships

- California Registered Professional Forester, #2454
- CAL FIRE Certified Archaeological Surveyor
- ISA Certified Arborist CERT ID: WE-14248A
- ISA Tree Risk Assessment Qualification

**Student Assistant, Recycling and Solid Waste Division**, City of Sacramento, CA. Assisted in preparing driver manifests and route maps for special collection services and missed collections using ArcLogistics software. Automated a process for making collection route map books with ArcMap using Data Driven Pages and Python scripting. Automated downloads of vehicle tracking data through a Common Gateway Interface. Miscellaneous projects to help build route area information for automated routing. January 2016 to October 2016.

**Forester, RPF, Gualala Redwoods Inc.**, Gualala, CA. Administered logging, road work, and site preparation contracts. Administered timber harvesting plans by assisting LTOs with compliance, preparing THP amendments, and filing completion reports. Prepared smoke management plans and coordinated prescribed burning. Other duties included timber cruising, check cruising, timber marking, timber harvest plan preparation, and tree planting inspection. August 2000 to July 2015.

**Forester I, Forest Practice Inspector, California Department of Forestry and Fire Protection**, Felton, CA. Reviewed timber harvest plans, inspected logging operations. Completed: Basic Fire Control, Firefighter Module, Driver Operator Module at the California Department of Forestry Fire Academy, Lone, Calif. January 2000 to June 2000.

**Forester, RPF, Scotia Pacific Co. LLC**, Scotia, CA. Responsible for the preparation of timber harvesting plans in compliance with the Pacific Lumber Company's multi-species Habitat Conservation Plan/Sustained Yield Plan. October 1998 to November 1999.

**Forester, RPF, Simpson Timber Company, Klamath Operations (and subsidiary Arcata Redwood Company)**, Orick, CA. Prepared timber harvesting plans. Assisted in other forestry activities as needed including: slash burning and fire suppression, amending harvest plans prepared by other foresters, conveying harvest plan contents to logging contractors, and sawmill log deck inventory. In 1998 additional duties included a long-term planning project that included identifying, mapping and classifying future harvest stands for the next decade. August 1993 to September 1998.

**Timberlands Inventory Assistant, Simpson Timber Co.**, Arcata, CA. Involved in all aspects of timber cruising (forest inventory) including: Cruise design, data collection, training employees, processing cruise data, timber type mapping, and incorporation of data into a geographic information system. Built data layers for acquired properties by digitizing base maps and other features such as timber type, soil classification, tax parcels, and property lines. Also involved in the measurement of permanent research plots and documentation of inventory procedures. Job involved extensive use of computers. January 1990 to July 1993.

**Seasonal Assistant District Forester, W.M. Beaty and Associates**, Susanville, CA. Assisted in the preparation and administration of stumpage timber sales. Typical duties included marking, flagging, and cruising. May 1989 to January 1990.

**Forestry Technician, Soper-Wheeler Company**, Strawberry Valley, CA. Cruised timber and assisted in THP layout. Occasional duties included assisting in logging and road maintenance. Summer 1988.

**Forestry Technician, U.S. Forest Service, Plumas N.F.**, Greenville, CA. Duties included timber marking, traversing and mapping units, cruising timber, and fire suppression.

STATE OF CALIFORNIA  
Board of Forestry and Fire Protection

THIS IS TO CERTIFY THAT

**KONRAD PEHL, No. 2454**

is a Registered Professional Forester who has qualified for registration under  
Article 3 of Chapter 2.5 of Division 1 of the Public Resources  
Code of the State of California.

EXPIRATION DATE **6/30/2024**



Executive Officer-Foresters Registration



## Allison Erny

### Registered Professional Forester #3081

Allison is a registered professional forester with nine years of varied experience on public and private land in California. Allison is focused on forest health, promoting the sustainable use of forest products, and creating fire-resilient communities through science-based forest management.

#### Proficiencies

- Demonstrated experience working within the framework of the CA Forest Practice Rules and other CEQA and NEPA documents.
- Successful implementation of funds, from grant writing to project work.
- Existing contacts and trusting relationships with multiple partners, agencies, tribes, funders, and landowners in Placer County and surrounding areas.
- Budgeting and phased planning for complex, multi-million dollar forest projects.
- Daily use of ArcPro and other ESRI products.

#### Previous Experience

##### Forestry Project Manager, Placer Resource Conservation District, Auburn, CA

- Project management for multiple large, multi-stakeholder, grant-funded forest health and reforestation projects across public and private ownerships, including project design, private landowner outreach, permitting, layout, writing/releasing requests for proposals, contracting, implementation/oversight, and reporting.
- Familiarity with biological and cultural surveying, water quality monitoring and BMPs, and permitting related to county-level ordinances, CEQA, NEPA, water quality, and air quality.
- Writes and oversees contracts for fuels reduction, timber harvest, reforestation, and professional archaeological/biological services on private property.
- Project lead for the Emergency Forest Restoration Team for the Mosquito Fire in Placer County.
- Provided technical assistance to private landowners regarding forest health, land management, and cost-share programs.
- Grant writing, both individually and as part of a team, that has brought a collective \$17M in funding to the Placer RCD.
- Regular participation in prescribed fire and pile burning for fuels reduction. Familiarity with state and local laws and policies surrounding the use of fire for natural resource management.
- Management of a statewide mentorship program for college and university forestry students.

##### District Forester, Sierra Pacific Industries, Tahoe District

- Designed, prepared, and laid out timber harvest plans and exemptions.
- Managed and administered large-scale timber harvest projects requiring knowledge of silviculture, logging system/road design, and CA Forest Practice Rules.
- Communicated regularly with agency representatives (CALFIRE, CDFW, CGS, USFS, Water Quality) and local contractors to reach solutions both in the office and the field.
- Duties included strategic fuel break planning, logging system design, watercourse crossing design, archaeological surveys, wildlife habitat assessment for special status species, and rare plant surveys in a variety of forest types, stretching from Foresthill to Jackson Meadows Reservoir.

##### Forestry Technician, Foresters Co-op, Grass Valley, CA

#### Education

B.S., Forestry and Natural Resources, University of California, Berkeley

#### Years of Experience

9 years

#### Certificates and Memberships

- California Registered Professional Forester, #3081
- CAL FIRE Archaeological Survey Course, 2019
- Member of California Licensed Foresters Association, 2018 – present
- Program Manager, Forestry and Natural Resources Career Mentorship Program
- Steering Committee Member, Forestry Mentorship Program, 2020
- Secretary (2019 and 2020) and Board Member at large, California Women in Timber, 2017 - 2021

- Varied forestry and land management experience throughout the state of California.
- Duties included THP and NTMP writing, CFIP preparation, forest inventory, THP layout, and logging administration.
- Extensive experience with cruise design and implementation for private landowners/entities, USFS (both stand exam and volume cruise), and for carbon assessment (CARB and ACR).
- Supervision of a crew of forestry technicians. Additional supervisory experience with contract crews in removal of hazardous vegetation around PG&E gas line utilities.

**Forestry Aide, CAL FIRE, Fort Bragg, CA**

- 17 months of seasonal forestry technician work on Jackson Demonstration State Forest.
- THP layout, timber marking, and road layout.
- Participated in two intensive forest-wide inventories, both as a cruiser and a check-cruiser.





## Sara Taddo Jones, RPF #2979

### Forester and Project Manager

Sara has been an essential part of the MB&G team since the fall of 2018 for her ability to assess wildfire fuels and treatments in and around California's communities. She is continuing to manage projects throughout the entire State to determine economical reduction of woody fuels and hazardous vegetation into renewable forest byproducts. Sara has an affinity for healthy forest stands managed for renewable resources and sees this as a tangible solution for the hazardous wildfire conditions throughout California in the current climate.

#### Education

B.S., Geoscience,  
California State  
University, Chico

#### Years of Experience

21 years

#### Certificates and Memberships

- California Registered Professional Forester (RPF #2979)
- CAL FIRE Archaeological Survey Certified
- Qualified Biological Surveying
  - Raptor & Owl survey hours, 100+;
  - Botanical hours, 150+
- USFS Wildland Firefighter Training
- NWCG Fire Behavior Analyst Training through Level 400
- Member of Placer County Prescribed Burn Association (PBA)
- California Licensed Forester Association (CLFA); Past Board of Directors
- Truckee Sunrise Rotary Club; Past President

#### Proficiencies

- Historical and Present-Day Fire Behavior in California
- Community and Landscape Forest Management Plans
- Community Hazardous Fuels Reduction
- THP Exemptions for Small Landowners
- Wood Product Marketing (timber and sub merchantable)
- Forest Inventory
- Timber Appraisals
- Grant Funding and Landowner Assistance Programs
- CEQA and NEPA for Prescribed Fire Planning and Public Vegetation Management
- Fire Behavior and Wildfire Fuels Analysis
- State Certified Archaeological Surveyor
- Botanical and Wildlife Surveys

#### MB&G Project Experience

**MB&G Forester and Project Manager since 2018, Auburn Forestry Group.** Sara has provided the following services for entities as CALVTP, Resource Conservation Districts, Fire Safe Councils, and California Counties:

- Vegetation and Biologist Specialist
- Lead Author for CEQA and NEPA Documentation
- Wildland Urban Interface Community Wildfire Safety Planner
- Hazardous Fuels Reduction Specialist

**Project Manager and Forester, Community-wide Hazardous Fuels Reduction, Plumas County Fire Safe Council, 2020-Present.** Sara started from the ground floor on planning and implementation of a vast, community-wide, strategic wildfire safety project on over 1,000 acres of public and private land in the Mohawk Valley in Plumas County.

**Homewood Mountain Resort.** Sara is the Lead Forester for full scale forest management and the timber harvest plan for the resort. She is the main contact for landowners, stakeholders, and investors for the property. She created a Forest Management and Tree Protection Plan for all resort development per compliance with Placer County and Tahoe Regional Planning Authority (TRPA).

**Camp Wamp – Wampler Foundation.** Sara is the forest restoration and rehabilitation specialist for Camp Wamp. She secures the full forest management budget given from private foundation grants and public entities to restore camp property on Donner Summit following inactive forest management for 75+ years. She provides forestry outreach for the foundation endowment fund and provides forestry education for physically disabled campers and leads tours on site.

**Winchester Community Association** – Sara is the Lead Forester and Community Vegetation Specialist for the Winchester Community Association. Her work has involved planning and

implementing community preserve maintenance and forest management since 2018. She attends quarterly meetings and open town halls with stakeholders in the community along with the community association board of directors and their members.

**Oak Woodlands Management and Tree Protection Plan.** Private development compliance in El Dorado County. Sara provides heritage oak protection and mitigation measures for a construction project on 160-acre private ranch property.

**Project Manager and Supervisor, PG&E Wildfire Risk Reduction, CA.** Sara provides project management and supervision of PG&E's Wildfire Risk Reduction; Enhanced Vegetation Management (EVM) project. This project includes systemwide planning and woody debris compliance, and forest product utilization solutions.

**Wood Management Coordination, Accelerated Wildfire Risk Reduction (AWRR), CA.** Sara provided wood management coordination in the Sierra region for Pacific, Gas, and Electric Co's (PG&E) AWRR project.

### Experience Prior to Employment with MB&G

- 2016-2018, Forester Appraiser, CA Board of Equalization Timber Tax Section
- 2013-2016, Owner/Forester, Jones Forestry & Conservation
- 2012, Project Manager and Forest Management, Sugar Bowl Corp.
- 2009-2012, Forestry Assistant, CA Department of Parks and Recreation (State Parks)
- 2003-2009, Land Stewardship Director - Truckee Donner Land Trust





## Dylan Daniels

### Assistant Forester

Dylan has a Bachelors in Forestry and a concentration in Wildland Fire and Fuels from Cal Poly San Luis Obispo. His work includes exploring ecological impacts and causes of fire in a wildland setting as well as how to establish, manage, and maintain a forest for a more sustainable future.

#### Education

BS, Forestry, Cal Poly San Luis Obispo

#### Years of Experience

2 years

#### Certificates and Memberships

- ISA Tree Risk Assessment Qualification
- L-180 Human Factors in the Wildland Fire Service
- S-190 Introduction to Wildland Fire Behavior

#### Proficiencies

- Collect data to create a comprehensive tree inventory
- Perform health and risk assessments to manage the urban forest
- Use GIS related software to create a practical map of the data

#### MB&G Project Experience

**USFS, Sleighville Mark & Cruise.** MB&G forestry technicians followed a cruise design and plan from USFS for this project. Cruising was completed in accordance with FSH 2409.12, chapters 10 and 20 as directed by the USFS. All marking met the standards and guidelines in the Timber Cruising Handbook WO and R5 Supplements of FSH 2409.12, chapter 70, and the forest's Timber Theft Prevention Plan (TTPP). The intent of the timber marking and timber cruising was to provide the Forest Service with cruise data to facilitate the timber appraisal and contract process.

#### **French Meadows Restoration Project, Placer County, California, 2016-present.**

MB&G has been providing restoration on French Meadows, which has involved collaborating with regional and federal stakeholders including Tahoe National Forest, The Nature Conservancy, Placer County Water Agency, Sierra Nevada Conservancy, Sierra Nevada Research Institute, Placer County and the American River Conservancy to develop forest restoration treatment alternatives and an associated cost analysis for Tahoe National Forest lands in the headwaters of the Middle Fork of the American River. This project was designed to protect County maintained water and recreation infrastructure from the negative impacts of catastrophic wildfire, as well as impacts of hazardous trees along public roadways and campsites within the project boundary. MB&G generated the initial treatment plan, assisted in forestry portions of NEPA analysis, and is currently overseeing implementation of the project. MB&G has been provided implementation of treatments covered under the French Meadows EA. MB&G, through our contract with Placer County, completed field layout and marking of treatment units. MB&G has been responsible for project oversight in the same capacity which is being requested under this RFP in the 2019, 2020 and 2021 operational seasons covering thousands of acres. Associated with this project MB&G also assists with grant applications and reporting, leading project tours, and project data management and mapping. Dylan is a forestry technician on site.

#### **Mohawk Valley Community Fire Protection, Plumas County Fire Safety Council, Plumas County, California, December 2019 - present.**

Successful identification and layout of critical community fuel breaks has resulted in the compliance and shovel-readiness for over 200 acres of private landownership ladder fuels and flammable wildfire fuels reduction work in greater Plumas County. The Fire Safe Council can mobilize and implement mechanical fuels treatment and labor contracting to ensure the growing communities in rural Sierra Nevada are protected in the event of wildfire. The projects include keystone egress and roadside fire safety improvements. Plumas County stakeholders include the Fire Safe Council, Homeowners Associations, CAL FIRE and Plumas National Forest. MB&G is working on the priority treatment area, identification, planning,

mapping compliance, environmental compliance, potential commercial timber removal and cost offsetting, layout and contractor implementation bidding and process. Dylan is a forestry technician on site.

### **Previous Work Experience**

**Data Collector, ArborPro, 09/2022-05/2023.** Dylan collected data to create a comprehensive tree inventory, perform basic health and risk assessments to manage the urban forest, and use GIS related software to create a practical map of the data.



## Education

B.S. Forestry, Northern Arizona University, Flagstaff, AZ

## Years of Experience

7 years

## Emily Staller Assistant Forester

Emily has seven years of experience in forestry and has experience with forestry measurements and GIS.

### Proficiencies

- GIS experience
- Forestry measurements
- Plant identification
- Biometrics

### MB&G Project Experience

**Homewood Mountain Resort.** Emily is assisting MB&G's RPF on a full scale forest management and timber harvest plan for the resort.

**USFS, Sleighville Mark & Cruise.** MB&G forestry technicians followed a cruise design and plan from USFS for this project. Cruising was completed in accordance with FSH 2409.12, chapters 10 and 20 as directed by the USFS. All marking met the standards and guidelines in the Timber Cruising Handbook WO and R5 Supplements of FSH 2409.12, chapter 70, and the forest's Timber Theft Prevention Plan (TTPP). The intent of the timber marking and timber cruising was to provide the Forest Service with cruise data to facilitate the timber appraisal and contract process.

### **French Meadows Restoration Project, Placer County, California, 2016-present.**

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### **Mohawk Valley Community Fire Protection, Plumas County Fire Safety Council, Plumas County, California, December 2019 - present.**

Successful identification and layout of critical community fuel breaks has resulted in the compliance and shovel-readiness for over 200 acres of private landownership ladder fuels and flammable wildfire fuels reduction work in greater Plumas County. The Fire Safe Council can mobilize and implement mechanical fuels treatment and labor contracting to ensure the growing communities in rural Sierra Nevada are protected in the event of wildfire. The projects include keystone egress and roadside fire safety improvements. Plumas County

stakeholders include the Fire Safe Council, Homeowners Associations, CAL FIRE and Plumas National Forest. MB&G is working on the priority treatment area, identification, planning, mapping compliance, environmental compliance, potential commercial timber removal and cost offsetting, layout and contractor implementation bidding and process. Emily is a forestry technician on site.

### Previous Work Experience

#### **Forestry Crew Lead at Great Basin Institute, El Dorado National Forest, CA.**

Reforestation layout. Hydrology timber harvest layout. Mark timber.

#### **Office Administrator at NAU School of Forestry, Flagstaff, AZ.**

Social media coordinator for the School of Forestry. Schedule coordinator for the Director of Forestry. Contact other college directors. Helped research different facts for future proposals.

#### **Field Technician at Center for Adaptable Western Landscapes, Hereford, AZ.**

Locate invasive species (Beardless Chinchweed), *Pectis imberbis*. Tag regeneration. Measure regeneration and past growth. Record differences in height. Analyze demography.

#### **Fuels Technician at 4 Forest Restoration Initiative, Flagstaff, AZ.**

Create 1/10th acre plots. Identify tree species. Take DBH/ crown/ woody fuel measurements. Invasive species inventory. Tree species inventory. Measure and count regeneration. Data entry in Access. Carry 25-30 lbs weight while hiking through various terrain.

#### **Forestry Technician at Ironwood Forestry LLC, Flagstaff, AZ.**

Inventory trees. Mark timber. Maintain forest health. Calculate basal area. Hike through various terrain. Coordinate with coworkers on plan management

## Marcos Guerrero, RPA 16100 | ERC, LLC

With over 25 years of environmental and historic preservation experience throughout California and the Southwestern U.S., Marcos specializes in California archaeology and meets the Secretary of Interior's Professional Qualifications and Standards. Marcos specializes in the fields of environmental planning and science, emergency disaster recovery, wildfire resiliency and fuel treatment, transportation, oil and gas, energy transfer, water conveyance and flood control management, large infrastructure development, and tribal historic preservation. He has identified, documented, evaluated, and assisted with resolving effects to thousands of cultural resources; dealt with the treatment and disposition of human remains per state and federal laws on hundreds of projects; is certified by the U.S. Institute for Environmental Conflict Resolution; is a former NAGPRA Coordinator; and regularly monitors construction projects for archaeological and biological resources. Marcos reviews, prepares, and submits CEQA and NEPA studies, archaeological surveys and inventories, site documentation and evaluation, testing and data recovery excavations, environmental (biological and archaeological) and tribal monitoring, artifact analysis, and database and ArcGIS management, all in accordance with agency and tribal governments and relevant local, state, federal, and tribal laws and regulations. Marcos is responsible for project permitting, implementation and compliance, resolving project effects, and mitigation planning. Guerrero develops program specific policies and procedures and cultural resource sensitivity training. Marcos has knowledge and leadership skills in government affairs and inter-agency team programs for integrated resources. He meets routinely with project teams to provide real-time information and conduct required safety policies and procedures. Works closely with canine forensic teams to identify human remains and cremains; and manages FieldMaps, ArcGIS Pro, Wildnote, and excel databases and field applications.

### Education

MASTER OF ARTS IN ARCHAEOLOGY | NEW MEXICO STATE UNIVERSITY – LAS CRUCES, NEW MEXICO, 2004 Degree in Archaeology (Mesoamerica). January. Committee Chair: Lisa Lucero.

BACHELOR OF ARTS | UNIVERSITY OF CALIFORNIA DAVIS – DAVIS, CALIFORNIA, 2001 Degree in Anthropology. June. Advisor: Aram Yengoyan.

### Technical Skills

- Program manager for small to large and complex cultural and biological resources projects.
- Principal investigator and field supervisor for large and complex survey, excavations, and monitoring projects
- Extensive burial and cremains recovery experience
- Correspondence and compliance per protocols for discoveries of human remains and disturbances to American cemeteries per the Health and Safety Code and Public Resources Codes.
- Archaeological and tribal liaison and coordinator skills
- Archaeological and biological monitoring and daily field note and data manager.
- NAGPRA, Archaeological, Ethnographic, and Scientific research and database development and management
- Osteological and faunal identification expert including fragmented and disarticulated remains.
- Site/artifact identification (including midden) and cultural modifications.
- Mapping using sketches, pace and compass, GPS, LiDAR, and ArcGIS
- Identification, Evaluation and Resolution of Adverse Effects to Historic Properties
- NEPA/CEQA Plans and Agreements: Categorical Exclusion/Exemption, EA/IS, EIS/EIR, MND/ND, EIHPMP/MMRP, MOA/MOU, an NAGPRA/CalNAGPRA POA

## Recent Experience

PRINCIPAL INVESTIGATOR | YUBA ROADSIDE FUEL TREATMENT PROJECT | MASON, BRUCE, AND GIRARD - YUBA WATERSHED PROTECTION AND FIRE SAFE COUNCIL | YUBA COUNTY, CA | MAY 15 TO 19, 2023, 10 DAYS

Project manager for survey, recording, and report production of wildland fire resiliency project to remove trees for a fire break or due to hazardous conditions. Mixed conifer area. Crew used of FieldMaps, iPads and iPhone. Collaborated with foresters and property owners to protect and avoid all resources. A total of two previously recorded and five newly discovered archaeological resources were updated or documented on Department of Parks and Recreation forms. A Confidential Letter Report was submitted by Client to CalFire and Yuba County.

PROJECT AND CONTRACT MANAGER | BUTTE COUNTY FIRE SAFE COUNCIL FUEL TREATMENT PROJECTS, BUTTE COUNTY, CA | APRIL 2024 TO PRESENT

Senior Archaeologist Responsible for planning and conducting pedestrian surveys for NEPA-Section 106, CEQA, and Forest Practice Rules in preparation for fuels treatment. Oversee survey, documentation, and prescription of mitigation measures to avoid disturbances to archaeological and tribal cultural resources. Prepare archaeological reports and DPR forms, GIS project databases, and contracts for submission and approval from the Butte County Fire Safe Council and Clients. Responsible for a 3-person crew.

PRINCIPAL INVESTIGATOR | GREEN VALLEY FUEL BREAK PROJECT, WEST PRIORITY AREA 2 ADDITION | MASON, BRUCE, AND GIRARD – GREEN VALLEY FIRE SAFE COUNCIL, | SOLANO COUNTY, CA | JUNE 5 TO JULY 3, 2023, 4 DAYS

Project manager for survey, recording, and report production of wildland fire resiliency project to remove trees for a fire break or due to hazardous conditions. Mixed conifer area. Crew used of FieldMaps, iPads and iPhone. Collaborated with foresters and property owners to protect and avoid all resources. Archaeologists observed or documented no additional historic properties. The archaeologist completed a CEQA Report and submitted it to Solano County.

ARCHAEOLOGICAL LIASON | CAMP FIRE HAZARD TREE REMOVAL PROJECT | ARCADIS US | BUTTE COUNTY | SEPTEMBER 2020 TO JANUARY 2022

Responsible for implementation of Archaeological Treatment Plan and all NEPA - Section 106, CEQA, and Forest Practices Rules compliance for Cal Fire, Cal OES, and Cal Recycle in coordination with FEMA and five northern California tribes for disaster recovery on lands impacted by the 2018 Camp Fire in Butte County, CA. Responsibilities: coordination, consultation, direction, guidance, and safety for up to 25 crew members during private property survey, interagency management collaboration, cultural resource identification and QC, historic property documentation, GIS data collection and QC, and monitoring historic properties in implementation of the Archaeological Treatment Plan. Used iPads, with Fulcrum and ESRI Collector software. Documented 328 historic properties on CA State Parks DPR 523 forms. Responsible for final report and all cultural resources deliverables.

ARCHAEOLOGICAL COORDINATOR | SOUTHERN BRANCH PRIVATE PROPERTY AND HAZARD TREE REMOVAL PROJECT | ARCADIS US | DECEMBER 2020 TO JANUARY 2022

Responsible for all NEPA-Section 106, CEQA, and Forest Practices Rules compliance for Cal Fire, Cal OES, and Cal Recycle in coordination with FEMA and one southern California tribe for disaster recovery on lands impacted by the 2020 southern California state and federal declared emergencies. Responsibilities: coordination, consultation, direction, guidance, and safety for up to ten crew members during private property survey, interagency management collaboration, cultural resource identification and QC, historic property documentation, GIS data collection and QC, and monitoring historic properties in implementation of December 2, 2020, FEMA letter guidance. Used iPads, with Fulcrum and ESRI Collector software. Documented seventy-two historic properties on CA State Parks DPR 523 forms. Responsible for final report and all cultural resources deliverables.

## Barbara Vasquez | ERC, LLC

Barbara is a graduate of California State University, Fresno with a bachelor's degree in Anthropology and Criminology. Barbara is an archeologist seeking to continue, acquiring knowledge through working in assessment and monitoring of Disaster Debris and Hazard Tree Removal Operations for numerous Northern California Counties.

### Education

BACHELOR OF ARTS IN ANTHROPOLOGY | CALIFORNIA STATE UNIVERSITY, FRESNO – FRESNO, CALIFORNIA, 2019, Major in Archaeology., Minor in Asian American Studies.

BACHELOR OF SCIENCE | CALIFORNIA STATE UNIVERSITY, FRESNO – FRESNO, CALIFORNIA, 2019, Major in Criminology, Forensic Behavioral Science

### Recent Experience

ARCHAEOLOGIST | ENVIRONMENTAL RESOURCE COMPLIANCE, LLC | JANUARY 2021 TO PRESENT

Responsible for implementation of Archaeological Treatment Plan and all Section 106 compliance for Cal Fire and Cal Recycle in coordination with FEMA and five northern California tribes for disaster recovery on lands impacted by the 2018 Camp Fire in Butte County, CA. Responsibilities: coordination, consultation, direction, guidance, and safety for up to 20 crew members during private property survey, interagency management collaboration, cultural resource identification and QC, historic property documentation, GIS data collection and QC, and monitoring historic properties in implementation of the Archaeological Treatment Plan. Used iPads, with Fulcrum and ESRI Collector software. Documented 328 historic properties on CA State Parks DPR 523 forms. Responsible for final report and all cultural resources deliverables.

Conducted archaeological surveys, and monitored ground disturbance for disaster debris and Hazard Tree Removal Operations for Cal Recycle fires 2021: Caldor and Dixie.

ARCHAEOLOGIST | FAR WESTERN ANTHROPOLOGICAL RESEARCH, GROUP | APRIL 2021 TO PRESENT

As field technician for Far Western, Barbara conducted archaeological surveys, and monitored ground

disturbance for disaster debris and Hazard Tree Removal Operations for Cal Recycle fires 2021: Caldor and Dixie. Barbara experience in preparing, writing, editing, reviewing Department of Parks and Recreation forms 523.

ARCHAEOLOGIST | CAMP FIRE HTRP | HUMAN BEES | JANUARY 2021 TO JANUARY 2022

Responsible for archaeological surveys, site notes, field notes, and forms. Monitored ground disturbance in compliance with FEMA section 106 regulations and Cal-Fire. Barbara was the expediter for Department of parks and Recreation Forms 523 to FEMA. Experience writing, editing, and reviewing 523 forms.

## Melissa Chavez

In the capacity of a staff archaeologist, Melissa provides essential support for environmental investigation and remediation projects. In the field, Melissa collaborates closely with senior-level archaeologists, helping in the management of archaeological fieldwork throughout all stages of investigation, encompassing phases I to III. Melissa assumes the responsibility of overseeing archaeological field personnel and crews, effectively ensuring the coordination of operations and the maintenance of adherence to established protocols.

### Education

BACHELOR OF ARTS | CALIFORNIA STATE UNIVERSITY, CHICO – CHICO, CALIFORNIA, 2020, Major in Anthropology., Minor in Criminal Justice.

### Recent Experience

Archaeologist | FORK FIRE DEBRIS AND TREE REMOVAL PROGRAM | ENVIRONMENTAL RESOURCE COMPLIANCE, LLC. | JUNE 2023 TO PRESENT

As an Archaeological field technician, Melissa is responsible for conducting required archaeological assessments debris removal and monitoring tree/felling removal crews to ensure they are implementing the plan and operational permits that were enforced by FEMA Section 106 Regulations and Cal-Fire required forest practice rules. Melissa can lead Native American consultation efforts for sensitive resource issues. Melissa can perform physically demanding tasks in adverse environmental conditions. Melissa possesses a strong skill set that includes preparing technical analyses and documents, along with expertise in emergency operations for the preservation of historic structures and artifacts. Melissa's proficiency extends to various survey applications such as Field Maps, Tetra forms, OneDrive, and Smartsheets. Melissa has a significant experience in composing, editing, and reviewing cultural resources, technical reports, as well as handling all aspects of Department of Parks and Recreation Forms 523 preparation.

ARCHAEOLOGIST | 2022 SISKIYOU CAL RECYCLE DEBRIS AND TREE REMOVAL PROJECT | FAR WESTERN ANTHROPOLOGICAL RESEARCH GROUP, INC. | MARCH 2023 TO MAY 2023

Responsible for conducting required archaeological assessments and monitor tree and debris removal crews to ensure they are implementing the Archaeological Treatment Plan and all Section 106 regulations and Cal Fire required forest practice rules. Melissa can perform physically demanding tasks in adverse environmental conditions. She possesses a strong skill set that includes preparing technical analyses and documents, along with expertise in emergency operations for the preservation of historic structures and artifacts. Melissa's proficiency extends to various survey applications such as Field Maps, Tetraforms, OneDrive, and Smartsheets. Melissa has a significant experience in composing, editing, and reviewing cultural resources, technical reports, as well as handling all aspects of Department of Parks and Recreation Forms 523 preparation.

ARCHAEOLOGIST | LOWER AMERICAN RIVER, CONTRACT C, PHASE 2: ELDERBERRY TRANSPLANT PROJECT | DECEMBER 2022 TO FEBRUARY 2023

Melissa was responsible for implementing section 106 and Anthropological Treatment Plan in coordination with The United States Army Corps of Engineers, and United Auburn Indian Community. Used iPad, Trimble, and Wildnote. Melissa assisted with preparing technical analyses and documents, along with composing, editing, and reviewing cultural resources, technical reports and handling all aspects of Department of Parks and Recreation Forms 523 preparations.

ARCHAEOLOGIST | LOWER AMERICAN RIVER SITE 2-1 | ENVIRONMENTAL RESOURCES COMPLIANCE | OCTOBER 2022 TO DECEMBER 2022

Implemented Section 106 and Archaeological Treatment Plan in coordination with Forgen, LLC and Davey, the United States Army Corps of Engineers, Sacramento Area Flood Control Agency, and United Auburn Indian Community.



Responsibilities: Used iPad, Trimble, and Wildnote. Melissa assisted with preparing technical analyses and documents, along with composing, editing, and reviewing cultural resources, technical reports and handling all aspects of Department of Parks and Recreation Forms 523 preparations.

ARCHAEOLOGIST | 2021 CAL RECYCLE FIRE NORTHERN DIVISION- DIXIE FIRE, NORTH COMPLEX FIRE- LAKE MADRONE | FAR WESTERN ANTHROPOLOGICAL RESEARCH GROUP | APRIL 2022 TO AUGUST 2022

Responsible for conducting required archaeological assessments and monitor tree removal crews and debris removal crews to ensure they are implementing the plan and operational permits that were enforced by FEMA Section 106 Regulations and Cal Fire required forest practice rules. Melissa could perform physically demanding tasks in adverse environmental conditions. Prepare technical analyses and documents. Preservation of historic structures and artifact under emergency operations. Familiar with multiple survey applications including Collector ARC GIS, Tetra Forms, Survey123, One Drive, and Smartsheets. Melissa is experienced in writing, editing, and reviewing cultural resources technical reports and Departments of Parks and Recreation Forms 523 form preparation.

ARCHAEOLOGIST | CAMP FIRE HAZARD TREE REMOVAL PROJECT | COLEMAN ENVIRONMENTAL ENGINEERING, INC. | NOVEMBER 2020 TO FEBRUARY 2022

Responsible for conducting required archaeological assessments and monitor tree removal crews and debris removal crews to ensure they are implementing the plan and operational permits that were enforced by FEMA Section 106 Regulations and Cal Fire required forest practice rules. Melissa can lead archaeological field surveys, preconstruction meetings, construction monitoring, and technical report projects. Can lead Native American consultation efforts for sensitive resource issues. Preservation of historic structures and artifacts under emergency operations, experienced in writing, editing, and reviewing cultural resources technical reports and Department of Parks and Recreation Forms 523 form Preparation. Melissa was responsible for monitoring QC and assisting the archaeological crew by preparing impact reports and facilitating communication with the construction teams regarding sensitive resource matters."

6/20/24, 7:59 AM

Business Registry Business Name Search

## Business Registry Business Name Search

[New Search](#)

### Business Entity Data

06-20-2024  
07:59

Registry Nbr	Entity Type	Entity Status	Jurisdiction	Registry Date	Next Renewal Date	Renewal Due?
141767-13	DBC	ACT	OREGON	01-01-1980	01-01-2025	
<b>Entity Name</b>	MASON, BRUCE & GIRARD, INC.					
<b>Foreign Name</b>						

[New Search](#)

### Associated Names

<b>Type</b>	PPB	PRINCIPAL PLACE OF BUSINESS			
<b>Addr 1</b>	707 SW WASHINGTON ST STE 1300				
<b>Addr 2</b>					
<b>CSZ</b>	PORTLAND	OR	97205	<b>Country</b>	UNITED STATES OF AMERICA

Please click [here](#) for general information about registered agents and service of process.

<b>Type</b>	AGT	REGISTERED AGENT	<b>Start Date</b>	05-25-2018	<b>Resign Date</b>	
<b>Name</b>	MICHAEL	L	LESTER			
<b>Addr 1</b>	707 SW WASHINGTON ST STE 1300					
<b>Addr 2</b>						
<b>CSZ</b>	PORTLAND	OR	97205	<b>Country</b>	UNITED STATES OF AMERICA	

<b>Type</b>	MAL	MAILING ADDRESS			
<b>Addr 1</b>	707 SW WASHINGTON ST STE 1300				
<b>Addr 2</b>					
<b>CSZ</b>	PORTLAND	OR	97205	<b>Country</b>	UNITED STATES OF AMERICA

<b>Type</b>	PRE	PRESIDENT		<b>Resign Date</b>	
<b>Name</b>	MICHAEL	L	LESTER		
<b>Addr 1</b>	707 SW WASHINGTON ST STE 1300				
<b>Addr 2</b>					
<b>CSZ</b>	PORTLAND	OR	97205	<b>Country</b>	UNITED STATES OF AMERICA

<b>Type</b>	SEC	SECRETARY		<b>Resign Date</b>	
<b>Name</b>	REGINALD	T	FAY		
<b>Addr 1</b>	707 SW WASHINGTON ST STE 1300				
<b>Addr 2</b>					
<b>CSZ</b>	PORTLAND	OR	97205	<b>Country</b>	UNITED STATES OF AMERICA

[New Search](#)

### Name History

https://egov.sos.state.or.us/br/pkg\_web\_name\_srch\_inq.show\_detl?p\_be\_rsn=671027&p\_srce=BR\_INQ&p\_print=TRUE

1/3

6/20/24, 7:59 AM


Business Registry Business Name Search

Business Entity Name	<a href="#">Name Type</a>	<a href="#">Name Status</a>	Start Date	End Date
MASON, BRUCE & GIRARD, INC.	EN	CUR	01-01-1980	

Please [read](#) before ordering [Copies](#).

[New Search](#)

### Summary History

Image Available	Action	Transaction Date	Effective Date	<a href="#">Status</a>	Name/Agent Change	Dissolved By
	AMENDED ANNUAL REPORT	12-01-2023		FI		

**RESOLUTION NO. 2024-XX**  
**OF THE BOARD OF DIRECTORS OF THE**  
**GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT**  
**AWARDING A CONTRACT TO MASON, BRUCE & GIRARD FOR THE “FIRE SAFE**  
**ON THE DIVIDE” PROJECT IN THE AMOUNT OF \$98,500 AND AUTHORIZING THE**  
**GENERAL MANAGER TO NEGOTIATE AND EXECUTE CONTRACT CHANGE**  
**ORDERS IN AN AGGREGATE AMOUNT NOT TO EXCEED \$9,850 FOR THE**  
**PROJECT**

**WHEREAS**, in July of 2023, the Georgetown Divide Public Utility District (District) was awarded \$1,192,220 from CalFire for the “Fire Safe on the Divide” project and,

**WHEREAS**, on February 22, 2024, the District received one bid from a qualified, responsible, and responsive bidder with a bid amount of \$98,500; and,

**WHEREAS**, sufficient funds to award the Project are available in the Project budget; and,

**WHEREAS**, staff recommends the Board of Directors award a contract to Mason Bruce and Girard., the responsible bidder submitting a responsive bid for the Project, and authorize the General Manager to execute a contract in the amount of \$98,500 in accordance with State law; and,

**WHEREAS**, staff recommends the Board of Directors to authorize the General Manager to negotiate and execute change order(s) in an amount not to exceed \$9,850, which is ten percent (10%) of the total contract value, due to the Project’s completion schedule and staff’s capability to respond swiftly to unanticipated conditions to limit potential claims or risk to the District.

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

1. The Board of Directors has considered the full record before it, which may include but is not limited to such things as the staff report, testimony by staff and the public, and other materials and evidence submitted or provided to it. Furthermore, the recitals set forth above are found to be true and correct and are incorporated herein by reference.
2. The Board of Directors hereby awards a construction contract for the “Fire Safe on the Divide” project to Mason Bruce and Girard and authorizes the General Manager to, execute the contract in a form approved by General Counsel and related documents with the responsible bidder submitting a responsive bid, in an amount of \$98,500 for the Project.
3. The General Manager is hereby authorized to negotiate and execute contract change order(s) in an aggregate amount not to exceed \$9,850.

**PASSED AND ADOPTED** by the Board of Directors of the Georgetown Divide Public Utility District at a meeting of said Board held on the 10<sup>th</sup> day of July 2024, by the following vote:

**AYES:**

**NOES:**

**ABSENT/ABSTAIN:**

---

Mitch MacDonald, President, Board of Directors  
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

*Attest:*

---

Nicholas Schneider, Clerk, and Ex officio  
Secretary, Board of Directors  
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

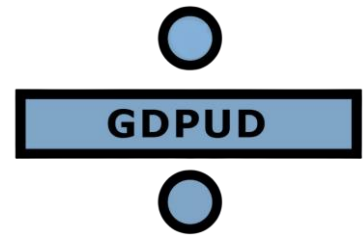
### **CERTIFICATION**

I hereby certify that the foregoing is a full, true, and correct copy of Resolution 2024-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 10<sup>th</sup> day of July 2024.

---

Nicholas Schneider, Clerk, and Ex officio  
Secretary, Board of Directors  
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

**REPORT TO THE BOARD OF DIRECTORS  
BOARD MEETING OF JULY 10, 2024  
AGENDA ITEM NO. 8. C.**



**AGENDA SECTION: ACTION ITEMS**

**SUBJECT: Consider Entering into a Temporary Water Transfer Agreement with Westland Water District**

**PREPARED BY:** Adam Brown, Operations Manger

**APPROVED BY:** Nicholas Schneider, General Manager

---

**BACKGROUND**

A temporary water transfer is a one-time movement of water from one water District/Agency to another for beneficial use and is generally based on a combination of hydrologic and environmental conditions. A temporary water transfer is not the sale or transfer of a water right, it is simply the one-time transfer of surplus water. In the case of the Georgetown Divide Public Utilities District (the District), hydrologic conditions are generally favorable to support a temporary water transfer about every 3 years.

Temporary water transfers are regulated by CWC §1726. The District's temporary water transfer would involve the following stakeholders:

- Georgetown Divide Public Utility District (the District);
- The purchaser (Westland Water District);
- Consulting Services (Zanjero);
- State Water Board (Petition for Temporary Transfer of Water);
- United States Department of the Interior – Bureau of Reclamation (USBR) (Agreement with State and Federal Contractor)

**DISCUSSION**

On May 2, 2024, the District Board of Directors (BOD) directed staff to evaluate the temporary water transfer process and evaluate the District's ability to make a transfer without impacting the District's ability to meet water supply obligations. District staff and legal counsel have developed a temporary water transfer agreement with Westland Water District (WWD).

The District will require consulting support from Zanjero the District's water transfer consultant. Zanjero will be required to complete the following:

- Development of an Operations Plan;
- Petition for temporary water transfer submitted to SWRCB;

- Preparation of a United States Bureau of Reclamation refill agreement;
- Preparation of a Department Water Resources conveyance agreement; and
- Preparation of an Environmental Assessment and Finding of No Significant Impact (EA/FONSI).

The following payments will be due to the District as conditions are met:

A. WWD agrees to pay for the Transfer Water on a per-acre-foot basis for water delivered as follows:

(i) Price for Delivered Water. The Purchase Price of the Transfer Water shall be greater of \$275 or the unit price the State Water Contractors secure for south-of-Delta transfers in 2024, for each acre-foot of water delivered by GDPUD to WWD at the Point of Delivery minus up to 5 percent conveyance loss between Stumpy Meadows Reservoir and Folsom Reservoir as determined pursuant to section 5(c) of this Agreement. The Purchase Price shall be considered final on or before the later of June 1, 2024, or the execution of this Water Purchase Agreement by both Parties, unless otherwise waived in writing by both Parties. The purchase price will be payable as follows:

(1) *Option Payment.* Within thirty days of the execution of this Water Purchase Agreement by both parties, WWD will pay to GDPUD the sum of \$40,000 for the exclusive option of purchasing 2,000 acre feet of Transfer Water pursuant to the terms of this Agreement, which sum will be credited to amounts due for the purchase. This Option Payment will be non-refundable unless GDPUD fails to perform, but shall serve as an exclusive option be credit toward purchase of up to 2,000 acre-feet of water, through 2026.

(2) *Call Payment:* On or before the later of June 1, 2024, or 7 days after the satisfaction of all conditions set forth in Article 2(b) above, WWD will notify GDPUD in writing of the amount of Transfer Water it desires to purchase and have delivered (the "Call Notice"), together with a "Call Payment" of \$40 for each acre-foot of water it desires to purchase. WWD shall not be obligated to purchase any Transfer Water in excess of the amount specified in the Call Notice. The Call Payment shall be credited towards the Purchase Price of the Transfer Water, and shall be refundable, pursuant to Article 4 hereof, for each acre-foot that GDPUD fails to deliver.

(3) *Delivery Payment.* Within thirty (30) days of receipt of each monthly invoice statement received from GDPUD, and upon confirmation from USBR that GDPUD has delivered the water to Folsom Reservoir pursuant to Article 6 (Reporting and Verification of Water Releases), WWD will pay to GDPUD the remainder of the Purchase Price per acre-foot for water released by GDPUD for transfer to WWD.

(4) If GDPUD fails to deliver all of the water WWD has requested in its Call Notice, **despite all the requirements of paragraph 2(b) hereinabove having been satisfied**, GDPUD will promptly refund to WWD a prorated amount of the total sum due under this Agreement based on the portion of the 2,000 acre-feet (or such lower amount as requested by WWD in the Call Notice) that remains undelivered as of December 31, 2024, together with interest equal to that paid by the Local Agency Investment Fund in El Dorado County, for each acre-foot not delivered. It is expressly recognized by the parties that the need for water within GDPUD's service area shall supersede GDPUD's obligation to deliver the Transfer Water to WWD, *provided, however*, that in the event that GDPUD determines that it cannot provide all of the water specified in the Call Notice due to the needs of GDPUD customers it shall notify WWD in writing within three days of such determination, which shall serve as a Cancellation, and shall refund to WWD all sums it has paid for Transfer Water not delivered pursuant to this Article 6, excluding the Option Payment.

## **FISCAL IMPACT**

At market price of \$275 per acre-foot gross revenue for the temporary water transfer of 2,000 acre-feet would result in gross revenue of \$575,000 plus \$40,000 in legal and consulting costs. Consulting costs are estimated at \$65,000. Estimated revenue to the District would be approximately, \$560,000

## **CEQA ASSESSMENT**

The temporary water transfer from the District to WWD is exempt from CEQA under California Water Code sections 1725 and 1729, the general exemption provided under CEQA guidelines section 15061, 15301 (class 1), 15304 (class 4), and the statutory exemption set forth in section 15282(u), and is not barred by any exceptions to CEQA exemptions. The transfer involves the operation of existing facilities involving negligible or no expansion of use beyond that existing at the time of the proposed action, which is categorically exempt from CEQA.

## **RECOMMENDED ACTION**

Staff recommends the Board approve the Water Purchase and Sales Agreement between WWD and the District authorizing the temporary transfer of 2,000-acre feet of water for the 2024 water year.

## **ATTACHMENTS**

1. Water Purchase and Sale Agreement between the District and Westlands Water District
2. Resolution 2024-XX Approving Temporary Water Transfer



**AGENDA ITEM 7. B.**

**Attachment 1**

Water Purchase and Sale Agreement between the District and Westlands Water District

**WATER PURCHASE AND SALE AGREEMENT  
BY AND BETWEEN WESTLANDS WATER DISTRICT  
AND GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT  
FOR 2024 TEMPORARY WATER PURCHASE**

THIS AGREEMENT is entered into this \_\_\_\_ day of May, 2024, by and between Georgetown Divide Public Utility District, hereinafter referred to as “Seller” or “GDPUD,” and Westlands Water District, hereinafter referred to as “Buyer” or “WWD.” GDPUD and WWD may be referred to herein individual as “Party” or jointly as “Parties.”

**RECITALS**

**A.** WHEREAS, GDPUD is a public agency created and existing pursuant to the provisions of the California Public Utility Act (Government Code Sections 15501, *et seq.*), and is empowered to enter into contracts to sell water for use outside of El Dorado County; and

**B.** WHEREAS, WWD, a public agency formed and operating under the California Water District Act, Water Code §§ 34000 *et seq.*, and is empowered to purchase water from GDPUD as provided for in this Agreement; and

**C.** WHEREAS, GDPUD owns and operates Stumpy Meadows Reservoir and holds water rights for that project pursuant to permits issued on Application(s) A005644A by the State Water Resources Control Board; and

**D.** WHEREAS, GDPUD is willing to release 2,000 acre-feet of water stored in its Stumpy Meadows Reservoir and to make such water available for transfer to WWD in 2024, subject to the terms and conditions set forth herein; and

**E.** WHEREAS, WWD is willing to make the specified payments to GDPUD for the water that GDPUD releases and makes available under a schedule acceptable to WWD; and

**F.** WHEREAS, in order for the purchase and sale to occur, the Parties require the approval of the State Water Resources Control Board, and agreements with the United States Bureau of Reclamation.

**AGREEMENT**

In consideration of the foregoing recitals and the terms and conditions contained herein, the Parties agree to the following:

- 1. Definitions.** When used in this Agreement, the following definitions will apply:
  - (a) **“Agreement”** means this Water Purchase and Sale Agreement.

- (b) “**CADFW**” means the Department of Fish and Wildlife of the State of California.
- (c) “**Short-term**” and/or “**Temporary**” means one (1) year or less.
- (d) “**Transfer Water**” means the water released by GDPUD for delivery to WWD pursuant to this Agreement.
- (e) “**NMFS**” means the National Marine Fishery Service
- (f) “**SWRCB**” means the California State Water Resources Control Board.
- (g) “**USBR**” means the U.S. Bureau of Reclamation of the Department of Interior.
- (h) “**USFWS**” means the U.S. Fish and Wildlife Service of the Department of Interior.
- (i) “**Point of Delivery**” means the point at which GDPUD is responsible for delivering Transfer Water, which is Folsom Reservoir, a USBR facility.

## **2. Term.**

- (a) This Agreement will become effective upon its execution by both Parties.
- (b) The Parties will have no obligation to deliver or to pay for delivery of water under this Agreement until the last of the following has occurred, unless the occurrence has been waived in writing by both Parties:
  - (i) Execution of a Refill Agreement between USBR and GDPUD setting forth conditions for the operation of the Stumpy Meadows Reservoir related to the conveyance of Transfer Water to WWD via the Point of Delivery;
  - (ii) Execution of a Warren Act Contract between WWD and USBR covering the storage and conveyance of the Transfer Water from the Point of Delivery;
  - (iii) Execution of a Conveyance Agreement with the Department of Water Resources;
  - (iv) Approval by the SWRCB of a Petition for Temporary Change in Place of Use for GDPUD Water Right Permit authorizing Transfer Water to be put to beneficial use within the designated WWD service area, acceptable to both Parties.
- (c) Unless otherwise cancelled pursuant to Article 8, this Agreement will terminate on May 31, 2025 or one year following the occurrence of the last of the conditions described in Article 2(b) hereinabove, or when all obligations under this Agreement have been performed, whichever occurs last, unless extended by operation of Article 7(a)(i)(1).

## **3. Approvals and Environmental Compliance.**

Water Code section 1729 provides that a temporary change in the point of diversion, place of use, or purpose of use due to a transfer pursuant to Water Code section 1725, *et seq.*, are exempt from the requirements of the California Environmental Quality Act (CEQA, Public Resources Code section 21000, *et seq.*). Water Code section 1727(a)(2) requires that before the SWRCB can approve temporary changes, it must find that the proposed changes would not unreasonably affect fish, wildlife or other instream beneficial uses.

#### **4. Administrative and Litigation Expenses.**

(a) Administrative Expenses. Buyer will reimburse Seller's reasonable out-of-pocket expenses, including but not limited to actual legal and engineering consultants' fees and expenses incurred by Seller in preparing, negotiating, administering, implementing, and supporting this Agreement (excluding the costs of defending any litigation challenging this Agreement or its implementation pursuant to subsection 4.c), up to a maximum of \$10,000; provided, however, if Buyer provides to any other Sacramento Valley seller for a 2024 transfer a maximum reimbursement for reasonable out-of-pocket expenses greater than \$10,000, that greater reimbursement maximum will be provided to Seller. Buyer shall not be required to reimburse Seller for time spent by its directors, officers or employees relating to this transfer. Seller shall be entitled to this reimbursement starting May 1, 2024 for costs incurred after March 30, 2024, regardless of whether water is transferred or if the Agreement is canceled pursuant to Paragraph 8. If Seller fails to provide any water due to its own action or inaction, Seller will not be entitled to reimbursement and any reimbursements made by the Buyer will be fully refunded by the Seller to the Buyer.

(b) Buyer shall be solely responsible for arranging for and shall pay all costs incurred for the conveyance of Transfer Water from the Point of Delivery to the WWD service area boundaries, including: any rates, charges, or assessments, including all costs associated with any Conveyance Agreement with DWR, all costs associated with any hydropower loss agreement with USBR, any Warren Act Contract with USBR, and any supporting NEPA documentation, for the conveyance and/or storage of Transfer Water, if necessary.

#### **(c) Litigation, Attorneys' Fees and Third-Party Challenges.**

(i) Subject to subsections 4.c.ii and 4.c.iii, in the event of litigation or an administrative challenge related to this Agreement, Seller and Buyer will promptly meet and confer to perform a risk assessment of the litigation/challenge, and cooperate in good faith to determine whether to terminate the Agreement due to the litigation/challenge. Either Party may elect to terminate the Agreement due to any such litigation/challenge by providing five (5) days' advance written notice to the other Party. If Buyer so elects to terminate the Agreement due to any such litigation/challenge, Buyer shall still be obligated: to pay for all of the water made available at the Delivery Point prior to such termination; for Seller's administrative expenses in accordance with Article

4.a; for any litigation expenses in having the proceeding dismissed or otherwise resolved. If Seller so elects to terminate the Agreement, Buyer shall still be obligated to pay for all of the water made available at the Delivery Point prior to such termination; for Seller's administrative expenses in accordance with Article 4.a; and for any litigation expenses in having the proceeding dismissed or otherwise resolved. Regardless of whether the agreement is terminated, and except as set forth in Article 4, subsections 4.c.ii. and 4.c.iii, below, if litigation is pending Buyer shall have primary responsibility for defending against such litigation on behalf of both Buyer and Seller, either as a defendant, respondent, real party in interest or intervenor; and Seller shall participate in defending against such litigation to the extent it deems necessary or appropriate, in Seller's sole discretion. Buyer shall bear its own costs of litigation and shall pay any monetary award, the costs of any remedial actions, and any award of challenger's attorneys' fees associated therewith, whether levied against Buyer or Seller. Buyer shall also reimburse 100 percent of Seller's actual out-of-pocket expenses Seller incurs for defending this Agreement and against any related litigation under this Article 4.c.i.

(ii) As to claims solely challenging Seller's conduct in Seller's jurisdiction, Seller shall have primary responsibility for defending such claims on behalf of both Seller and Buyer, and Buyer shall participate in defending against such claims to the extent it deems necessary or appropriate, in Buyer's sole discretion. Buyer shall bear its own fees and costs of defending against such claims. Except as provided in Article 4.a regarding general cost reimbursement, Seller shall bear its own fees and costs of defending against such claims. Seller shall pay all monetary awards associated with claims challenging Seller's conduct in Seller's service area.

(iii) To the extent litigation includes multiple claims, the Parties agree to meet and confer in good faith to determine whether the action includes claims described under Article 4.c.i and 4.c.ii. The Parties agree that any claim identified as subject to Article 4.c.ii shall be defended as provided in Article 4.c.ii and the balance of such claims shall be defended as provided in Article 4.c.i.

## **5. Schedule and Release of Water.**

(a) Subject to satisfaction of the requirements of Article 2(b) and the other provisions of this Agreement, commencing on or after July 1, 2024 GDPUD will release from its Stumpy Meadows Reservoir, in addition to normal operating requirements, 2,000 acre-feet of additional water, for delivery to WWD in accordance with GDPUD's operations schedule.

(b) The amount of water transferred under this Agreement will be the difference between releases from Stumpy Meadows Reservoir with and without transfer, as reported to WWD by GDPUD's statement of releases pursuant to Article 6 (Reporting and Verification of Water Releases).

(c) GDPUD will assume losses, if any, between Stumpy Meadows Reservoir and the Point of Delivery, not to exceed 5%. WWD shall bear all other losses, including

without limitation Folsom Reservoir storage loss, Delta carriage water loss and California Aqueduct/Delta-Mendota Canal conveyance losses imposed on Agreement-Water between Seller's Point of Delivery and WWD's delivery to WWD's members within WWD's service area.

(d) GDPUD will reduce or terminate release of Transfer Water for this Agreement as soon as possible after telephone notification by USBR that the transfer is having, or is about to have, an adverse effect on a listed threatened or endangered species. However, Transfer Water previously released from the Stumpy Meadows Reservoir that is beyond the control of GDPUD - will be considered transferred to WWD pursuant to this Agreement. GDPUD will resume release of Transfer Water as soon as possible after telephone notification by USBR that the transfer will no longer cause adverse effects on a listed threatened or endangered species. All telephone notifications shall be confirmed in writing, with copies to WWD. Nothing in this Article 5(c) will reduce the amount of water made available to WWD under this Agreement.

## **6. Reporting and Verification of Water Releases.**

(a) Beginning on July 1, 2024 and continuing until GDPUD has released the amount of water requested by WWD, GDPUD will measure releases from Stumpy Meadows Reservoir which the parties agree will document the daily release of water to support the transfer of water to WWD and meet the needs of GDPUD's customers/contractors. GDPUD will provide WWD and USBR with a statement within 15 days of the last day of each month (July 31<sup>st</sup>, August 31<sup>st</sup>, September 30<sup>th</sup>) that includes daily operations records for the month showing storage in Stumpy Meadows Reservoir, flows at intermediate control points, deliveries to GDPUD and its customers/contractors at diversion points below Stumpy Meadows Reservoir, and deliveries being made for transfer to WWD pursuant to this Agreement. GDPUD's monthly statement will be mailed to WWD and USBR and will be attached to invoices for payment when applicable.

## **7. Payments.**

(a) WWD agrees to pay for the Transfer Water on a per-acre-foot basis for water delivered as follows:

(i) Price for Delivered Water. The Purchase Price of the Transfer Water shall be greater of \$275 or the unit price the State Water Contractors secure for south-of-Delta transfers in 2024, for each acre-foot of water delivered by GDPUD to WWD at the Point of Delivery minus up to 5 percent conveyance loss between Stumpy Meadows Reservoir and Folsom Reservoir as determined pursuant to section 5(c) of this Agreement. The Purchase Price shall be considered final on or before the later of June 1, 2024, or the execution of this Water Purchase Agreement by both Parties, unless otherwise waived in writing by both Parties. The purchase price will be payable as follows:

(1) *Option Payment:* Within thirty days of the execution of this Water Purchase Agreement by both parties, WWD will pay to GDPUD the sum of \$40,000 for the exclusive option of purchasing 2,000 acre feet of Transfer Water pursuant to the

terms of this Agreement, which sum will be credited to amounts due for the purchase. This Option Payment will be non-refundable unless GDPUD fails to perform, but shall serve as an exclusive option be credit toward purchase of up to 2,000 acre-feet of water, through 2026

(2) *Call Payment:* On or before the later of June 1, 2024, or 7 days after the satisfaction of all conditions set forth in Article 2(b) above, WWD will notify GDPUD in writing of the amount of Transfer Water it desires to purchase and have delivered (the “Call Notice”), together with a “Call Payment” of \$40 for each acre-foot of water it desires to purchase. WWD shall not be obligated to purchase any Transfer Water in excess of the amount specified in the Call Notice. The Call Payment shall be credited towards the Purchase Price of the Transfer Water, and shall be refundable, pursuant to Article 4 hereof, for each acre-foot that GDPUD fails to deliver.

(3) *Delivery Payment:* Within thirty (30) days of receipt of each monthly invoice statement received from GDPUD, and upon confirmation from USBR that GDPUD has delivered the water to Folsom Reservoir pursuant to Article 6 (Reporting and Verification of Water Releases), WWD will pay to GDPUD the remainder of the Purchase Price per acre-foot for water released by GDPUD for transfer to WWD.

(4) If GDPUD fails to deliver all of the water WWD has requested in its Call Notice, **despite all the requirements of paragraph 2(b) hereinabove having been satisfied**, GDPUD will promptly refund to WWD a prorated amount of the total sum due under this Agreement based on the portion of the 2,000 acre-feet (or such lower amount as requested by WWD in the Call Notice) that remains undelivered as of December 31, 2024, together with interest equal to that paid by the Local Agency Investment Fund in El Dorado County, for each acre-foot not delivered. It is expressly recognized by the parties that the need for water within GDPUD’s service area shall supersede GDPUD’s obligation to deliver the Transfer Water to WWD, *provided, however*, that in the event that GDPUD determines that it cannot provide all of the water specified in the Call Notice due to the needs of GDPUD customers it shall notify WWD in writing within three days of such determination, which shall serve as a Cancellation, and shall refund to WWD all sums it has paid for Transfer Water not delivered pursuant to this Article 6, excluding the Option Payment.

(b) Seller shall provide Buyer with detailed invoices supporting all expenses incurred pursuant to Article 4 and Buyer shall pay those invoices per Article 7.a.3.

(c) Two (2) copies of each invoice for Delivery Payments, together with supporting documentation, will be submitted to the Deputy General Manager –Resources for WWD at the following address:

Russ Freeman, Deputy General Manager-Resources  
Westlands Water District  
Post Office Box 5199  
Fresno, CA 93755

## **8. Cancellation.**

This Agreement may be canceled by GDPUD or WWD within five (5) business days of the last of the approvals in 2(b) if either Party reasonably determines that any term or condition of the approvals is unacceptable. The Parties will consult with each other and make a good faith effort to amend this Agreement, if necessary, to attempt to address any unacceptable terms that have been identified. Cancellation under this Article may be effected by delivering to the other Party written notice of cancellation within the five-day period. Upon *any cancellation*, all amounts theretofore paid by WWD, except the Option Payment, shall be promptly refunded by GDPUD. In the event WWD forfeits the Option payment by not purchasing any water under this agreement, the amount of the Option payment will be credited in any transfer agreement the parties enter into during the next two (2) calendar years. WWD understands and agrees that there is no guarantee that GDPUD will have water available in future years for transfer to WWD.

## **9. Water Rights Protection.**

(a) WWD and GDPUD agree that neither Party will assert that any activities under this Agreement affect the validity of any existing water rights or contracts held by either Party to this Agreement. The execution of this Agreement is not intended to indicate any recognition by either Party of water rights claimed by the other Party. Releases of water pursuant to this Agreement will not confer any appropriative, public trust or other right to water on any person or entity.

## **9. Water Quality.**

Seller makes no warranty or representations as to the quality or fitness for use of the transferred water. Buyer, at its own expense, shall be responsible for all necessary measures for the testing, treatment, and other steps required for the intended uses of the transferred water by Buyer.

## **10. Disputes.**

In the event of a dispute between the Parties as to any right, alleged right, obligation or alleged obligation under this Agreement, the Parties shall make a good faith effort to resolve the dispute. In the event that a resolution of the dispute cannot be reached despite these efforts, either Party may declare an impasse and its intent to submit the matter to arbitration. Any such arbitration shall be held and conducted before one arbitrator who shall be selected by mutual agreement of the Parties. If agreement is not reached on the selection of an arbitrator within fifteen (15) days after a Party has notified the other Party of its election to submit to arbitration, then such arbitrator shall be appointed by the presiding judge of the Superior Court of El Dorado County upon application of either Party hereto. The award or decision of the arbitrator shall be final and judgment may be entered thereon. The provisions of Title 9 of Part 3 of the California Code of Civil Procedure, including §1283.05, and successor statutes, permitting expanded discovery proceedings shall be applicable to all disputes which are arbitrated pursuant to this paragraph.



**11. Agreement Not a Precedent.**

The Parties intend that the provisions of this Agreement will not bind the Parties as to the provisions of any future agreement between them. This Agreement was developed specifically for the 2024 water year and the specified Agreement term.

**12. Notices.**

Except as provided in Article 5 (Schedule and Release of Water) and Article 7 (Payments), any notice, demand, or request made in connection with this Agreement must be in writing and will be deemed properly served if delivered in person or sent by United States mail, postage prepaid, to the addresses specified below:

To WWD: Russ Freeman, Deputy General Manager-Resources  
Westlands Water District  
Post Office Box 5199  
Fresno, CA 93755

With Copy to: Tommi Saghatelian, Deputy General Counsel  
Westlands Water District  
Post Office Box 5199  
Fresno, CA 93755

To GDPUD: Nicholas Schneider, General Manager  
Georgetown Divide Public Utility District  
P. O. Box 4240  
Georgetown, CA 95634  
Telephone: (530)333-4356

With Copy to: Frank Splendorio, Esq.  
Best, Best, and Krieger LLP  
500 Capital Mall,  
Sacramento, CA 95814

**13. Modification.**

This Agreement may be modified only upon the mutual written consent of the Parties.

**14. No Third-Party Beneficiaries.**

No third-party beneficiaries are intended or created by this Agreement.

**15. Severability.**

If any term or provision of this Agreement is deemed invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it will not affect the validity of any other provision, which will remain in full force and effect.

**16. Complete Agreement.**

Other than as specified herein, no document or communication passing between the Parties to this Agreement will be deemed to be part of this Agreement.

**17. Counterparts.**

This Agreement may be executed in counterparts. GDPUD will deliver its executed counterpart to WWD, and WWD will deliver a fully-conformed counterpart to GDPUD. Facsimile and electronic signatures shall be binding.

**18. Assignment.**

This Agreement is not assignable either in whole or in part, except upon mutual written consent of the Parties.

**19. Time of the Essence.**

Time is of the essence in this Agreement.

**20. Waiver.**

The waiver at any time by either Party of its right with respect to default or other matter arising in connection with this Agreement will not be deemed a waiver by that Party with respect to any subsequent default or matter.

**21. Governing Law.**

This Agreement is governed by and will be interpreted in accordance with the laws of the State of California.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement on the date first written.

**Approved as to legal form:**

**Westlands Water District**

\_\_\_\_\_  
Scott Slater, General Counsel

\_\_\_\_\_  
Jose Gutierrez, Assistant General Manager

**Georgetown Divide Public Utility District**

\_\_\_\_\_  
Frank Splendorio, General Counsel

\_\_\_\_\_  
Nicholas Schneider, General Manager

DRAFT

**AGENDA ITEM 7. B.**

**Attachment 4**

Resolution

**RESOLUTION NO. 2024-XX**  
**OF THE BOARD OF DIRECTORS OF THE**  
**GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT**  
**AUTHORIZING THE GENERAL MANAGER TO EXECUTE AGREEMENTS RELATED**  
**TO A TEMPORARY TRANSFER OF UP TO 2,000 ACRE-FEET OF WATER**

**WHEREAS**, the Georgetown Divide Public Utility District (“District”), has negotiated the terms of agreements that provide for a temporary water transfer with Westlands Water District (“WWD”) to allow WWD to supplement its water supply; and

**WHEREAS**, beginning on July 1, the District will make available a total of up to 2,000 acre-feet of water to WWD on a schedule mutually agreeable to the District and WWD; and

**WHEREAS**, the District will operate Stumpy Meadows Reservoir to allow for releases of water that will be delivered to Folsom Reservoir; and

**WHEREAS**, the transferred water will be conveyed through the State Water Project by the Department of Water Resources under a Conveyance Agreement to WWD; and

**WHEREAS**, WWD, under the Water Purchase and Sale Agreement By and Between Westlands Water District and Georgetown Divide Public Utility District for 2024 Temporary Water Purchase will purchase water from the District at Two Hundred Seventy Five Dollars (\$275.00) per acre-foot of water received and reimburse the District for its costs associated with the transfer;

**WHEREAS**, Revenue generated from the temporary water transfer will be exclusively appropriate to fund capital improvement projects;

**WHEREAS**, Conduct public education outreach; and

**WHEREAS**, the Board of Directors finds that the agreement is in the best interest of the District, and is therefore willing to sell and temporarily transfer WWD, District water as provided in the temporary water sale agreement.

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

1. The General Manager is authorized to execute the agreements between a) the Water Purchase and Sale Agreement by and between Westlands Water District and Georgetown Divide Public Utility District for 2024 Temporary Water Purchase; b.) a Refill Agreement between the United States Bureau of Reclamation and the District; c) a Conveyance Agreement with the Department of Water Resources.

2. The General Manager or his or her designee is authorized to enter into minor amendments to the aforementioned agreements subject to approval as to form by the District General Counsel.
3. The Board of Directors hereby authorizes the General Manager to submit a petition to the State Water Resources Control Board for the temporary transfer of water, and the rGeneral Manager is authorized to take such other administrative actions as may be necessary to effectuate the transfer and sale of the water. This includes any minor administrative actions necessary to provide fair administration of the District's reimbursable administrative expenses.
4. The Board of Directors finds that the temporary water transfer from the District to WWD is exempt from CEQA under California Water Code sections 1725 and 1729, the general exemption provided under the CEQA Guidelines section 15061, 15301 (class 1), 15304 (class 4), and the statutory exemption set forth in section 15282(u), and is not barred by any exceptions to CEQA exemptions. The transfer involves the operation of existing facilities involving negligible or no expansion of use beyond that existing at the time of the proposed action, which is categorically exempt from CEQA. The Board of Directors authorizes the General Manager to sign and file a Notice of Exemption if deemed appropriate or desirable, in his discretion.

**PASSED AND ADOPTED** by the Board of Directors of the Georgetown Divide Public Utility District at a meeting of said Board held on the Tenth day of July 2024, by the following vote:

**AYES:**

**NOES:**

**ABSENT/ABSTAIN:**

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Mitch MacDonald, President, Board of Directors  
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

*Attest:*

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Nicholas Schneider, 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 2024-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 Tenth day of July 2024.

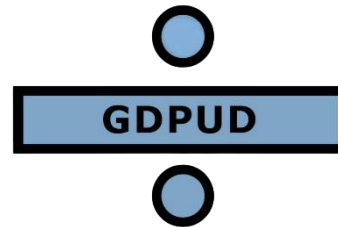
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Nicholas Schneider, Clerk, and Ex officio  
Secretary, Board of Directors  
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

**REPORT TO THE BOARD OF DIRECTORS**

**Board Meeting of July 10, 2024**

**Agenda Item No. 8. D.**



**AGENDA SECTION: ACTION ITEMS**

**SUBJECT: ANNUAL REVIEW OF DIRECTOR STIPEND AS  
REQUIRED BY DISTRICT POLICY 4030-2**

**PREPARED BY:** Elizabeth Olson, Executive Assistant

**Approved By:** Nicholas Schneider, General Manager

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**BACKGROUND**

Ordinances 1997-1 (adopted 1/14/1997), 2004-03 (adopted 9/14/2004), and 2005-05 (adopted 1/8/2008) established remuneration (stipend) of \$200 per month for members of the Board of Directors for expenses incurred in attending meetings.

The Board of Directors adopted Ordinance 2008-1 on January 8, 2008, establishing a stipend amount of \$400 per month, not to exceed \$4,800 a year, pursuant to Public Utilities Code Section 16002(a). On February 8, 2011, the Board adopted Ordinance 2011-01 (**Attachment 2**), which superseded Ordinance 2008-01, and maintained the stipend amount of \$400 per month, not to exceed \$4,800 a year pursuant to the law.

On June 13, 2023, the Board of Directors approved District Policy 4030 (**Attachment 1**) providing a Director's stipend of \$400 per month, per the Public Utilities Code Section 16002(a). Policy provisions stipulate that the Board establish the stipend amount annually in July.

**DISCUSSION**

Currently, the Director's compensation amount is \$ 400 per month. The Public Utility Code and Water Code offer compensation options. Section 16002 of the Public Utilities Code provides the following provisions:

- 1) Each member of the board may receive the compensation that the board by ordinance provides, not exceeding four thousand eight hundred dollars (\$4,800) a year.
- 2) As an alternative to subdivision (a), the board may provide, by ordinance or resolution, that each of its members receive compensation in an amount not to exceed one hundred dollars (\$100) for each day of service. A member of the board shall not receive compensation for more than 10 days of service in a month.

(2) For the purposes of this subdivision, a "day of service" means any of the following:

- a. A meeting conducted pursuant to the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5 of the Government Code).



- b. Representation of the District at a public event, if that representation has been previously approved at a meeting of the Board and the member delivers a written report regarding the member's representation to the Board at the Board meeting immediately following the public event.
- c. Representation of the District at a public meeting or a public hearing conducted by another public agency, if that representation has been previously approved at a meeting of the Board and the member delivers a written report regarding the member's representation to the Board at the Board meeting immediately following the public meeting or public hearing.
- d. Representation of the District at a meeting of a public benefit nonprofit corporation on whose board the district has membership if that representation has been previously approved at a meeting of the District's board and the member delivers a written report regarding the member's representation to the board at the board meeting immediately following the corporation's meeting.
- e. Participation in a training program on a topic that is directly related to the District if that representation has been previously approved at a meeting of the Board and the member delivers a written report regarding the member's participation to the Board at the Board meeting immediately following the training program.

Currently, the District utilizes option number one. The District can continue employing this methodology or convert to option two. Option two allows Board members to be compensated as they work for and represent the District.

Water Districts are afforded a third option via the California Public Utilities Code PUC § 22407. The Board may increase the compensation level:

- 3) Pursuant to California Public Utilities Code PUC § 22407, the Board of Directors may by ordinance adopted pursuant to Chapter 2 (commencing with Section 20200) of Division 10 of the Water Code, may increase the amount of compensation received for attending meetings of the board by no more than 5 percent annually.

### **FISCAL IMPACT**

Director stipends are included in the FY 2024-2025 Operating Budget under option 1. The budget currently allocates \$24,000. The fiscal impacts of each option are outlined below:

**Option 1** – Amount remains unchanged, \$24,000 per year.

**Option 2** – Potentially impact of \$60,000 per year. This number will likely not be the final spent as it would require all Board members to attend 10 meetings monthly. This option requires additional documentation and reporting to District staff for approval of meetings attended.

**Option 3** – The Fiscal impact of this is \$25,200. This would also require an ordinance process to be enacted.

### **CEQA ASSESSMENT**

This is not a CEQA Project.

### **RECOMMENDED ACTION**

Staff recommends the Board of Directors of the Georgetown Divide Public Utility District (GDPUD) conduct the required annual review of the Directors' stipend and provide staff direction.

If **option 1** is selected no changes are necessary.

If **option 2** is selected staff will implement the change developing the reporting processes required for the compensation model.

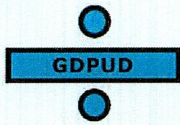
If **option 3** is selected, the Board compensation will increase to \$420 monthly. This will increase Director compensation to \$25,200 annually, an amount of \$1,200 above the current fund allocation provided in the adopted Fiscal Year 2024-25 Operating Budget. An Ordinance adoption process would be required and implemented.

### **ALTERNATIVES**

The Board may request staff conduct further research and review available compensation options.

### **ATTACHMENTS**

1. Policy 4030, Remunerations and Reimbursements
2. Ordinance 2011-01



# GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

## Policy and Procedures Manual

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**POLICY TITLE:** Board Compensation, Expense Reimbursements and Travel Allowance

**POLICY NUMBER:** 4030      **Adopted:** 06/25/2013      **Amended:** 06/13/2023

### **SECTION 4030.01 PURPOSE**

The purpose of this policy is to establish the procedures governing the payment of monthly compensation and expense reimbursement for members of the Board of Directors of the Georgetown Divide Public Utility District pursuant to Public Utilities Code Section 16002(a) and Ordinance 2011-01.

### **SECTION 4030.02 DEFINITIONS AND REFERENCES**

For the purposes of this policy, unless otherwise apparent from the context, certain words and phrases used in this policy are defined as follows:

**Internal Revenue Service Publication 463** shall reference the explanation contained in this IRS tax document that explains what records are needed to prove expenses incurred.

**Internal Revenue Service Publication 535** shall reference the mileage rate that is provided in this IRS tax document.

### **SECTION 4030.03 DIRECTOR'S COMPENSATION**

Members of the Board of Directors shall receive monthly compensation, the amount of which shall be established annually by the Board at its regular meeting in July and be consistent with applicable state law and GDPUD Ordinance 2011-01.

#### **Section 4030.03.01 Ordinance 2011-01**

Ordinance 2011-0, adopted by the Board of Directors on February 8, 2011, sets forth the compensation and benefits to be provided to the District's Board of Directors.

Section 2 of this Ordinance establishes a monthly stipend of Four Hundred Dollars (\$400.00) for an annual amount not to exceed Four Thousand Eight Hundred Dollars (\$4,800.00), pursuant to Public Utility Code Section 16002(a). A Director must attend the regular meeting of the Board to receive the monthly stipend.

#### **Section 4030.03.02 Public Utilities Code Section 16002**

A compensation for Directors is established pursuant to Public Utilities Code § 16002, which states: Each member of the Board may receive the compensation that the Board by Ordinance provides, not exceeding four thousand eight hundred dollars (\$4,800) a year.

**SECTION 4030.04 ANNUAL ALLOWANCE FOR DISTRICT-RELATED TRAVEL EXPENSES**

The Board of Directors shall include an annual travel allowance for each Director, based on the approved District budget, while on official District business as described in Public Utilities Code § 16002(b)(2), which states: Representation of the District at a public event, if that representation has been previously approved at a meeting of the Board and the member delivers a written report regarding the member's representation to the Board at the Board meeting immediately following the public event.

Official District business shall include federal, state, regional, and local meetings, and training sessions, conferences, and events. The annual allowance shall cover the following travel expenses which are subject to the requirements of Government Code §§ 53232.2 and 53232.3, as well as the requirements of Ordinance 2011-01.

The District shall calculate the reimbursement amount according to the following provisions:

**Section 4030.04.01 Mileage**

Mileage incurred by Directors in their own vehicle shall be set at the rate of reimbursement allowed under Publication 535 of the Internal Revenue Service. Mileage shall not be reimbursed for attendance at regular or special board meetings held at the District office or other similar locations within the District.

**Section 4030.04.02 Lodging, Travel by Public Transportation**

Expenses for lodging, travel by public transportation, and incidental expenses incurred for attendance at meetings or conferences outside of the County are subject to prior approval by the Board of Directors. However, the Board in its discretion may approve reimbursement after a Director has attended the meeting or conference in circumstances where the meeting schedule of the Board did not permit prior approval of the request.

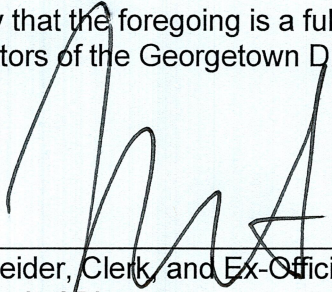
- A. The State per diem rate, based on per diem rates established annually by the Administration of General Services, will be used for expense limitations. This rate chart is included with this policy as Appendix A.
- B. **Internal Revenue Rates** – IRS Publication 463 shall be followed and the use of California per diem rates shall be used as stated in this publication for travel, lodging, and other actual and necessary expenses.
- C. **Meals and Incidentals** – Expenses for meals and incidentals shall be based on the California State per diem rate.

**SECTION 4030.05 CONFERENCE AND TRAINING REGISTRATION FEES, AND TRAVEL EXPENSES**

Upon Board approval of a Director's attendance of meetings, conferences, and training sessions, the District shall make registration payments for lodging, and travel expenses. The District shall make efforts to obtain reduced rates through early registration or other opportunities for rate reductions.

Certification

I hereby certify that the foregoing is a full, true, and correct copy of Policy 4030 amended by the Board of Directors of the Georgetown Divide Public Utility District on June 13, 2023.



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Nicholas Schneider, Clerk and Ex-Officio  
Secretary, Board of Directors  
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

**ORDINANCE 2011- 01**

**AN ORDINANCE OF THE BOARD OF DIRECTORS OF THE  
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT  
REVISING THE BOARD OF DIRECTORS' COMPENSATION RATES**

BE IT ENACTED by the Board of Directors of the GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT ("District"), El Dorado County, State of California, as follows:

1. This Ordinance shall supersede in its entirety Ordinance 2008-01, pertaining to the compensation and benefits of the District's Board of Directors and sets forth all compensation and benefits to be provided henceforth.
2. **COMPENSATION.** Pursuant to Public Utilities Code § 16002(a), each Director shall receive a stipend in the amount of Four Hundred Dollars (\$400.00) per month. A Director must attend the regular meeting of the Board to receive the monthly stipend. The annual amount of the stipend shall not to exceed four thousand eight hundred dollars (\$4,800).
3. **REIMBURSEMENT.** In addition to the compensation provided in Paragraph 2 above, Directors shall be entitled to receive their actual and necessary expenses incurred while on official District business as provided below. Official District business shall include attendance at meetings described in Public Utilities Code § 16002 (b)(2), local or regional meetings of water purveyors, and training sessions and conferences for public officials. Reimbursement for such expenses is subject to the requirements of Government Code §§ 53232.2 and 53232.3. All expense reports shall document that expenses meet the requirements of this Ordinance.

A. **MILEAGE.** Reimbursement for mileage expenses incurred by Directors in their own vehicles shall be set at the rate of reimbursement allowed under Publication 535 of the Internal Revenue Service. Mileage shall not be reimbursed for attendance at regular or special board meetings of GDPUD held at the District office or other similar locations in the District. Requests for mileage reimbursement shall state the distance traveled, the date, the meeting attended and the amount of reimbursement sought.

B. **LODGING AND TRAVEL.** Reimbursement for lodging, travel and incidental expenses incurred for attendance at meetings or conferences outside of the County is subject to prior approval by the Board of Directors. However, the Board in its discretion may approve reimbursement after a Director has attended the meeting or conference in circumstances where the meeting schedule of the Board did not permit prior approval of the request. Requests for reimbursement of lodging, travel, meals and incidental expenses shall include copies of all receipts for the expense with the request for reimbursement.

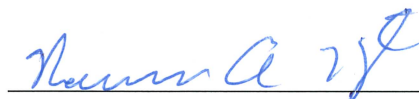
C. IRS RATES. Unless the reimbursement rates for travel, meals, lodging and other actual and necessary expenses are otherwise approved by the Board, the District shall use the Internal Revenue Service rates for reimbursement of travel, meals, lodging, and other actual and necessary expenses as established in Publication 463, or any successor publication.

4. EFFECTIVE DATE. Upon adoption, this Ordinance shall be posted in three (3) public places within the District's boundaries at least seven (7) days prior to thirty (30) days from the date of its adoption, and shall be published in the Georgetown Gazette, a newspaper of general circulation published in the District, one (1) time at least seven (7) days prior to thirty (30) days from the date of its adoption and shall be effective thirty (30) days after the date of its adoption.

5. IMPLEMENTATION. Upon adoption of this Ordinance, staff is directed to provide all Directors with information on COBRA coverage that may be available to extend any benefits previously provided to Directors by the District. Upon the effective date of this Ordinance, staff is directed to cancel all existing District-provided coverage affording vision, dental, health and life insurance benefits to Directors.

PASSED AND ADOPTED by the Board of Directors of the GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT at its duly held regular meeting on the eighth day of February, 2011, by the following vote:

AYES: Griffiths, Krizl, McLane, Neeley and Otermat  
NOES: None  
ABSENT: None  
ABSTAIN: None



Norm Krizl, President  
Board of Directors  
GEORGETOWN DIVIDE  
PUBLIC UTILITY DISTRICT

ATTEST:

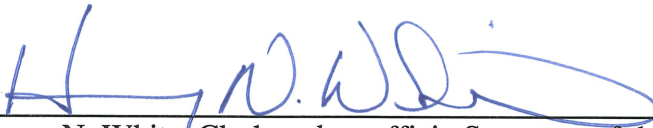


Henry N. White, Clerk and ex officio Secretary of the  
Georgetown Divide Public Utility District

\* \* \* \* \*

CERTIFICATION

I hereby certify that the foregoing is a full, true, and correct copy of Ordinance 2011-01, duly and regularly adopted by the Board of Directors of the Georgetown Divide Public Utility District, El Dorado County, California, at a meeting duly held on the eighth day of February 2011.



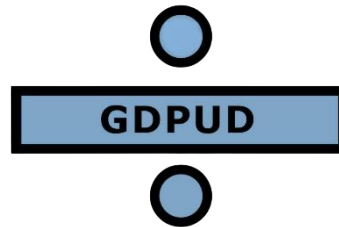
Henry N. White, Clerk and ex officio Secretary of the  
Georgetown Divide Public Utility District



**REPORT TO THE BOARD OF DIRECTORS**

**Board Meeting of July 10, 2024**

**Agenda Item No. 8. E.**



**AGENDA SECTION: ACTION ITEMS**

**SUBJECT: Board Travel Determinations for Fiscal Year 2024-25**

**PREPARED BY:** Elizabeth Olson, Executive Assistant

**Approved By:** Nicholas Schneider, General Manager

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**BACKGROUND**

The Georgetown Divide Public Utility District supports Directors in their development and representation of the District and its interests at various organizations, functions, and events. Relationships and education bolster the positive impacts Directors have while serving their communities.

**DISCUSSION**

The Public Service, Special Districts, and Water Industries provide many opportunities for amelioration and relational expansion throughout the year. Conferences provide an opportunity for Directors to learn about California water issues. Early schedule determination aids staff in planning, booking travel, and securing discounted rates when possible.

There are five main conferences to consider:

- 1) **The California Special District Association (CSDA) Annual Conference**  
This conference will be held September 9-12, in Indian Wells, CA. Cost of attendance is \$775.
- 2) **The Association of California Water Agencies (ACWA) Fall Conference**  
This conference will be held December 3-5 in Palm Desert, CA. Cost of attendance is \$865.
- 3) **The Association of California Water Agencies (ACWA) Spring 2025 Conference**  
This conference will be held May 13-15 in Monterey, CA. Cost of attendance is \$865.
- 4) **The Special District Leadership Academy (SDLF)**  
This conference will be held November 3-6 in San Rafael, CA. This is a Board member-only training offered through CSDA's Leadership Academy. Cost of attendance is \$720. Scholarship funding is available.
- 5) **The Federal Legislative Advocacy Conference (ACWA) Annual**  
This conference will be held February 25-27 2024 in Washington D.C. Cost of attendance is approximately \$825.

Board discussion and assignment of which conferences each Director will be attending is requested by staff. Discussion will establish the annual calendar allowing for travel arrangements and booking to occur ensuring the attainment of early bird and group discount rates.

**FISCAL IMPACT**

The adopted Operating Budget for Fiscal Year 2024-25 allocated \$17,500 for Board of Directors training travel needs which amounts to \$3,500 per Director.

**CEQA ASSESSMENT**

This is not a CEQA action.

**RECOMMENDED ACTION**

Staff recommends the Board of Directors of the Georgetown Divide Public Utility District (GDPUD) discuss and direct staff regarding which training and conferences they will be attending during FY 2024-25.

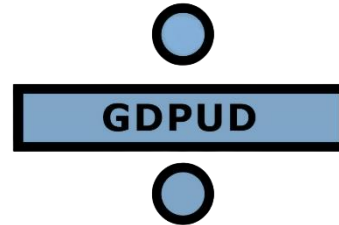
**ALTERNATIVES**

The Board may (a) Request substantive changes to the options for staff to implement; (b) Reject the request for Board determination thus soliciting an alternate arrangement.

**REPORT TO THE BOARD OF DIRECTORS**

**Board Meeting of July 10, 2024**

**Agenda Item No. 8. F.**



**AGENDA SECTION: ACTION ITEMS**

**SUBJECT: BOARD EVENT CALENDAR DETERMINATIONS FOR FISCAL YEAR 2024-25**

**PREPARED BY:** Elizabeth Olson, Executive Assistant

**Approved By:** Nicholas Schneider, General Manager

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**BACKGROUND**

The Georgetown Divide Public Utility District (GDPUD) supports Directors in their community engagement and representation of the District at various events. Community engagement bolsters the District’s relationship with the ratepayers and residents.

**DISCUSSION**

The Board of Directors has an interest in increasing public engagement through participation at local events. These occasions provide opportunities for the public to interface and connect with the District. Potential events are listed below:

<b>Fourth of July</b>	<b>July 4<sup>th</sup></b>
<b>National Night Out</b>	<b>August 6<sup>th</sup></b>
<b>Founder’s Day</b>	<b>September 22<sup>nd</sup></b>
<b>Halloween on Main</b>	<b>October 31st</b>
<b>Christmas in Cool</b>	<b>Date to be Decided</b>

Board discussion and assignment of which events the Directors will be attending is requested by staff. Discussion will establish the annual calendar allowing for planning arrangements to occur.

**FISCAL IMPACT**

Fiscal impact will be based on the events chosen. Supplies for all events are estimated at approximately \$100.

<b>4<sup>th</sup> of July</b>	Booth \$20
<b>National Night Out</b>	Booth free
<b>Founder’s Day</b>	Booth \$50
<b>Halloween on Main</b>	Booth free
<b>Christmas in Cool</b>	Booth \$50 (estimate)

**CEQA ASSESSMENT**

This is not a CEQA project.

**RECOMMENDED ACTION**

Staff recommends the Board of Directors of the Georgetown Divide Public Utility District (GDPUD) discuss and direct staff regarding which events they desire Board participation during FY 2024-25.

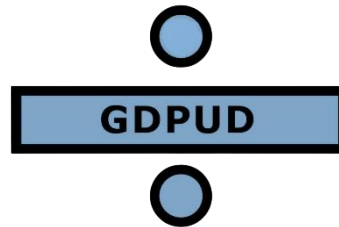
**ALTERNATIVES**

The Board may (a) Request substantive changes to the options for staff to implement; (b) Reject the request for Board determination thus soliciting an alternate arrangement.

**REPORT TO THE BOARD OF DIRECTORS**

**Board Meeting of July 10, 2024**

**Agenda Item No. 8. G.**



**AGENDA SECTION: ACTION ITEMS**

**SUBJECT: Consider Adoption of the Workplace Violence Prevention Plan**

**PREPARED BY:** Elizabeth Olson, Executive Assistant

**Approved By:** Nicholas Schneider, General Manager

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**BACKGROUND**

California Senate Bill 553 addresses workplace violence by requiring employers to implement basic protections to protect employees while at work, which was signed into law on September 30, 2023. SB 553 amended Labor Code section 6401.7 to require employers to develop and implement a workplace violence prevention plan in accordance with newly codified Labor Code section 6401.9, which sets out the requirements for the plan.

**DISCUSSION**

The Georgetown Divide Public Utility District (GDPUD) is committed to providing a work environment that is free of disruptive, threatening, or violent behavior. The policy presented establishes, implements, and maintains an effective plan as required by SB 553. Notably, SB 553 added Section 6401.9 to the California Labor Code, which, effective July 1, 2024, requires covered employers to adopt a comprehensive workplace violence prevention plan that must include, among other things, the following:

- The names or job titles of the individuals responsible for implementing and maintaining the workplace violence prevention plan.
- Procedures to obtain the active involvement of employees in developing, implementing, and reviewing the workplace violence prevention plan, including their participation in identifying, evaluating, and correcting workplace violence hazards, designing, and implementing training, and reporting and investigating workplace violence incidents.
- Methods the employer will use to coordinate the implementation of the workplace violation prevention plan among employees in the same facility or department.
- Procedures for the employer to respond to workplace violence and to prohibit retaliation against employees who make reports of workplace violence.
- Procedures for ensuring compliance with the workplace violence prevention plan.

- Procedures for communicating with employees regarding workplace violence matters.
- Procedures for developing and providing training on the employer’s workplace violence prevention plan.
- Assessment procedures to identify and evaluate workplace violence hazards.
- Procedures for correcting workplace violence hazards in a timely manner.
- Procedures for post-incident response and investigation.

California employers subject to the law must also review and update their workplace violence prevention plans on an annual basis, evaluate the incidents that occurred, and maintain records of workplace violence hazards previously identified.

The Workplace Violence Prevention plan has undergone a review process which included review by the Ad Hoc Policy Committee and stakeholder consultations. Organized labor interests as well as impacted staff evaluated the plan, and their recommendations were incorporated.

**FISCAL IMPACT**

There is no immediate fiscal impact associated with the plan adoption.

**CEQA ASSESSMENT**

This is not a CEQA project.

**RECOMMENDED ACTION**

Staff recommends the Board of Directors of the Georgetown Divide Public Utility District (GDPUD) approve the attached Resolution 2024-XX Adopting the Workplace Violence Prevention Plan.

**ALTERNATIVES**

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

**ATTACHMENTS**

1. Resolution 2024-XX Adopting the Georgetown Divide Workplace Violence Prevention Plan
2. Exhibit A to Resolution 2024-XX The Workplace Violence Prevention Plan of the Georgetown Divide Public Utility District.

**RESOLUTION NO. 2024-XX  
OF THE BOARD OF DIRECTORS OF THE  
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT  
ADOPTING THE WORKPLACE VIOLENCE PREVENTION PLAN  
UNDER SENATE BILL NO. 553**

**WHEREAS**, the Board of Directors (Board) of the Georgetown Divide Public Utility District (District) local government agency formed and operating in accordance with Section §61000 et seq. of the California Government Code; and,

**WHEREAS**, on September 20, 2023, Governor Newsom signed Senate Bill No. 553 (“SB 553”) into law, which requires certain California employers to take steps to prevent and respond to workplace violence; and,

**WHEREAS**, notably, SB 553 added Section 6401.9 to the California Labor Code, which, effective July 1, 2024, requires covered employers to adopt a comprehensive workplace violence prevention plan; and

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT THAT** adopts Resolution 2024-XX approving the Workplace Violence Prevention Plan under Senate Bill No. 553.

**PASSED AND ADOPTED** by the Board of Directors of the Georgetown Divide Public Utility District at a meeting of said Board held on the 10<sup>th</sup> day of July 2024, by the following vote:

**AYES:**

**NOES:**

**ABSENT/ABSTAIN:**

---

Mitch MacDonald, President, Board of Directors  
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

*Attest:*

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Nicholas Schneider, Clerk, and Ex officio  
Secretary, Board of Directors  
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

## CERTIFICATION

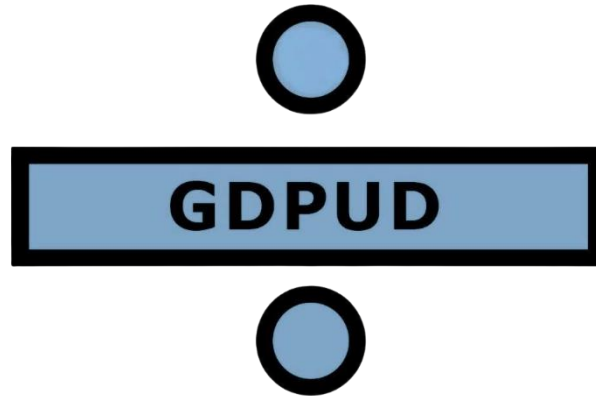
I hereby certify that the foregoing is a full, true, and correct copy of Resolution 2024-XX duly and regularly adopted by the Board of Directors of the Georgetown Divide Public Utility District, County of El Dorado, State of California, on this 10<sup>th</sup> day of June 2024.

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Nicholas Schneider, Clerk, and Ex officio  
Secretary, Board of Directors  
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

DRAFT





**GEORGETOWN DIVIDE PUBLIC UTILITY  
DISTRICT**

**Workplace Violence Prevention Plan**

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6425 Main Street  
Georgetown, CA 95634

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### Appendices

- A. Workplace Violent Incident Log
- B. Workplace Violence Prevention Environmental Hazard Assessment & Control Checklist

## Policy

Georgetown Divide Public Utility District (“the District”) is committed to providing a work environment that is free of disruptive, threatening, or violent behavior involving any employee, appointed or elected official, volunteer, contractor, customer, member of the public, and/or visitor. Our policy is to establish, implement, and maintain an effective plan, both as required by law and to protect employees and other personnel from violent behavior at the workplace.

This Workplace Violence Prevention (WVP) plan is available upon request for examination and copying to our employees, their representatives, and representatives from Cal/OSHA.

## Prohibited Acts

The District will not ignore, condone, or tolerate *threats of violence* or *workplace violence* by any employee, appointed or elected official, volunteer, contractor, or visitor.

- *Threats of violence* include verbal and written statements, as well as behavioral conduct, that conveys an intent (or is reasonably perceived to convey an intent) to cause physical harm or place someone in fear of physical harm.
- *Workplace violence* means any act of violence or threat of violence that occurs at the work site, including but not limited to:
  - The threat or use of physical force against an employee that results in, or has a high likelihood of resulting in, injury, psychological trauma, or stress, regardless of whether the employee sustains an injury.
  - An incident involving the threat or use of a firearm or other dangerous weapon, including the use of common objects as weapons, regardless of whether or not the employee sustains an injury.
  - The term workplace violence does not include lawful acts of self-defense or defense of others.

*Workplace violence* can be categorized into four types:

**Type 1:** Workplace violence committed by a person who has no legitimate business at the work site - includes violent acts by anyone who enters the workplace with the intent to commit a crime.

**Type 2:** Workplace violence directed at employees by customers, clients, patients, students, inmates, or visitors.

**Type 3:** Workplace violence against an employee by a present or former employee, supervisor, or manager.

**Type 4:** Workplace violence committed in the workplace by someone who is not an employee but has or is known to have had a personal relationship with an employee.

The District prohibits all *dangerous weapons* that are not provided to or used by employees in the course of their assigned duties (e.g., for District service/maintenance needs, etc.) or security duties on all District property. Any employee or appointed or elected official in possession of prohibited dangerous weapons on District property is in violation of this policy and may be subject to disciplinary action up to and including dismissal. Any volunteer, contractor, client, or visitor in possession of prohibited dangerous weapons will be banned from the premises. *Dangerous weapons* include any instrument capable of inflicting death or serious bodily injury.

## **Responsibility and Authority**

### **Workplace Violence Prevention Plan Administrator**

The General Manager, or an assigned designee, is the designated WVP Plan Administrator (Administrator) and has the authority and responsibility for developing, implementing, and maintaining this plan and conducting or overseeing any investigations of workplace violence reports. The General Manager will also be able to answer employee questions concerning this plan.

The General Manager, or an assigned designee, shall solicit feedback and input from employees and their authorized representatives in developing and implementing the WVP plan. Active involvement of employees could include, but is not limited to, their participation in identifying, evaluating, and correcting workplace violence hazards; in designing and implementing training; and in reporting and investigating workplace violence incidents.

The General Manager, or an assigned designee, shall coordinate implementation of the workplace violence prevention plan with other employers (for example, if contracted security staff and/or other employers perform work on District property), when applicable, to ensure those employers and their employees understand their respective roles as provided in the plan. The District shall ensure that other employers are aware of and acknowledge their obligations to have a compliant WPV plan.

### **Managers and Supervisors**

Responsibilities of these employees include:

- Implementing the WPV plan in their work areas;
- Providing input to the Administrator regarding the WPV plan;
- Participating in investigations of workplace violence reports; and
- Answering employee questions concerning this plan.

### **Employees**

Responsibilities of all employees (including those who are managers and supervisors) include:

- Complying with the plan;
- Maintaining a violence-free work environment;
- Attending all WPV training;
- Following all directives, policies, and procedures relating to the WPV plan; and
- Reporting suspicious persons in the area and alerting the proper authorities when necessary.

## **Compliance**

The General Manager is responsible for ensuring the WPV plan is clearly communicated and understood by all employees. The following techniques are used to ensure all employees understand and comply with the plan:

- Informing all employees of the WPV plan during new employee safety orientation training and during ongoing WPV training;
- Ensuring *all* employees, including managers, and supervisors receive training on this WPV plan;
- Providing comprehensive workplace violence prevention training to managers and supervisors concerning their roles and responsibilities for plan implementation;
- Evaluating employees to ensure their compliance with the WPV plan;
- Disciplining employees who engage in threats of violent behaviors, up to and including termination; appropriately communicating with appointed or elected officials who engage in threats of violent behaviors; adequately addressing volunteers who engage in threats of violent behaviors up to and including dismissal; and
- Ensuring training regarding this WPV plan is conducted on an annual basis or in compliance with Cal/OSHA standards.

## **Communication and Training**

### Communication:

Managers and supervisors are responsible for communicating with employees about workplace violence in a form easily understandable by all employees, and in ways that allow employees to feel comfortable identifying violence or threat of violence issues and elevate it for attention and support. Employees must be able to inform management about workplace hazards or threats of violence without fear of reprisal or adverse action.

Open two-way communication between the District's management team and staff about workplace violence issues is essential to a safe and productive workplace. Employees are encouraged to inform their supervisors about any threats of violence or workplace violence. Employees may use the Workplace Violent Incident Log (Appendix A) to assist in their reporting

of incidents. No employee will be disciplined for reporting any threats of violence or workplace violence.

After an employee has reported their concerns about any threats of violence or workplace violence to their supervisor, the supervisor will report this information to the Administrator who will investigate the incident. The Administrator will then inform the employee of the results of their investigation and any corrective actions to be taken as part of the District's responsibility in complying with hazard correction measures outlined in the WVP plan.

Any employee impacted by actual or threatened violent behavior is encouraged to use the District's confidential Employee Assistance Program:

Anthem ACWA/JPIA Employee Assistance Program

Main Phone Number: 1-800-999-7222

Website: [www.anthemEAP.com](http://www.anthemEAP.com)

### Training:

Each District employee (including managers and supervisors) is required to attend a workplace violence training when this Plan is adopted, and annually thereafter, and as may otherwise be required by law. Additional training will be provided as appropriate under the circumstances (e.g. when a new or previously unrecognized workplace violence hazard has been identified).

Employee training on workplace violence will address general and job-specific workplace violence practices. This training will address the following:

- This plan, how to obtain a copy of this plan, and how to participate in the development and implementation of the plan;
- Workplace violence hazards that employees may encounter in their jobs, the corrective measures the District has implemented, and strategies to avoid physical harm;
- How to recognize the potential for violence and escalating behavior as well as how to seek assistance to prevent or respond to violence;
- Strategies to de-escalate behaviors and to avoid physical harm;
- District alerts, alarms, or systems that are in place to warn of emergencies;
- How to report workplace violence incidents or concerns to the District or to law enforcement without fear of reprisal;
- How to recognize alerts, alarms, notifications, or other warnings about emergency conditions and how to use identified escape routes or locations for sheltering; and
- Anthem ACWA/JPIA Employee Assistance Program

Training will occur at the following times:

- When the WVP plan is first established;
- At time of hire or transfer (during employee orientation);

- Annually to ensure all employees understand and comply with this WVP plan;
- When new equipment or work practices are introduced; and
- When a new or previously unrecognized workplace violence hazard has been identified (this additional training may be limited to addressing the new workplace violence hazard or changes to the plan).

Employees who receive training in a form other than live will have the opportunity to meet with a person knowledgeable on the plan the training for interactive questions to be answered.

## **Procedures**

### **Responding to Actual or Potential Workplace Violence Emergencies**

In the event of an actual or potential workplace violence emergency, the General Manager, or other department manager/head, will alert employees of the presence, location, and nature of the workplace violence through some or all of the following methods (and others as technology evolves):

- Communication through District phone lines
- Text
- E-mail

When any employee becomes aware of an actual or potential workplace violence emergency, they shall notify the General Manager and/or their immediate supervisor.

Employees can obtain help from staff assigned to respond to workplace violence emergencies. Employees shall call 911 to report the incident and request assistance from law enforcement.

In the event of an active shooter or assailant, employees shall implement the run, hide, and fight protocols where appropriate. Evacuation routes and sheltering locations will be communicated to affected staff. If employees are not able to evacuate or shelter in place, they are authorized to take all reasonable actions necessary to fight or subdue an active shooter or assailant.

### **Emergencies and Reporting a Crime**

For immediate assistance in an emergency that is not associated with a service call, contact local emergency services or law enforcement by calling 911. For immediate assistance in an emergency associated with a service call in progress, follow internal procedures for requesting immediate back-up assistance by notifying local law enforcement. After emergency assistance has been requested, employees should also notify their supervisor, manager, and the General Manager as soon as possible.

### **Reporting Workplace Violence Concerns**

Employees who witness or experience *threats of violence* or *workplace violence* can report the

incident through their chain of command or directly to the General Manager or Human Resources. Employees who choose to report anonymously may do so by submitting the incident in writing through interoffice mail. The General Manager will ensure the subject of the threat is informed.

### **Restraining Orders**

Employees or other personnel affiliated with the District who have an active restraining order issued against another person that includes the workplace are encouraged to provide a copy of the restraining order to their supervisor and the General Manager. Supervisors who receive notification of a restraining order that includes the workplace will meet with the General Manager to decide what actions, if any, need to be initiated.

### **Hazard Assessment**

Workplace hazard assessments will include:

- An annual review of the past year's workplace violence incidents; and
- Periodic physical security assessments.

The Workplace Violence Prevention Environmental Hazard Assessment & Control Checklist (Appendix B) can be used to assist with the security assessment. Inspections are performed according to the following schedule:

- Once a year;
- When the plan is implemented;
- When new, previously unidentified workplace violence/security hazards are recognized; and
- When workplace violence injuries or threats of injury occur.

### **Hazard Correction**

*Work practice controls* will be used to correct unsafe work conditions, practices, or procedures that threaten the security of employees.

*Work practice controls* are defined as procedures, rules, and staffing that are used to effectively reduce workplace violence hazards. Work practice controls may include, but are not limited to:

- Appropriate staffing levels;
- Provision of dedicated safety personnel (i.e. security guards);
- Employee training on workplace violence prevention methods; and
- Employee training on procedures to follow in the event of a workplace violence incident.

Corrective actions will be implemented in a timely manner based on the severity of the hazard and will be documented and dated.



## **Post Incident Response and Investigation**

Managers and supervisors will use the Workplace Violent Incident Log (Attachment A) to assist in documenting incidents and investigations.

These procedures will occur following an incident:

- Identify all employees involved in the incident;
- Interview involved parties;
- Determine the cause of the incident;
- Offer employees individual trauma counseling resources (through the EAP program);
- Conduct a debriefing with all affected staff;
- Determine if corrective measures developed under this plan were effectively implemented; solicit feedback from all personnel involved in the incident as to the cause of this incident and if injuries occurred, how injury could have been prevented;
- Take corrective action, if needed, to prevent similar incidents from occurring; and
- Record the incident in the Workplace Violent Incident Log.

Ensure that no personal identifying information is recorded or documented in the Workplace Violent Incident Log. This includes information that would reveal the identification of any person involved in a violent incident, such as the person's name, address, electronic mail address, telephone number, social security number, or other information that, alone or in combination with other publicly available information, reveals the person's identify.

## **Recordkeeping**

- Records of workplace violence hazard identification, evaluation, and correction will be maintained for five years.
- Training for each employee, including the employee's name, training dates, type of training, and training provider will be maintained for a minimum of three years.
- Records of violent incidents (Workplace Violent Incident Log) will be maintained for a minimum of five years.

## **Annual Review**

The District's Workplace Violence Prevention Plan will be reviewed annually and updated as needed considering the following criteria:

- Staffing;
- Sufficiency of security systems;

- Job, equipment, and facility design and risks;
- Modifications or additions to tasks and procedures that affect plan implementation;
- Newly identified hazards;
- Prior year incidents;
- Identified deficiencies; and
- Feedback provided by employees and their authorized representatives.

## Appendix A WORKPLACE VIOLENT INCIDENT LOG

This log must be used for every workplace violence incident that occurs in the District's workplace. The information that is recorded will be based on:

- Information provided by the employees who experienced the incident of violence.
- Witness statements.
- All other investigation findings.

All information that personally identifies the individual(s) involved will be omitted from this log, such as:

- Names
- Addresses – physical and electronic
- Telephone numbers
- Social Security number
- Any other identifying information

**Date of the incident:** \_\_\_\_\_

**Time (or approximate time) that the incident occurred:** \_\_\_\_\_ a.m./p.m.

Location(s) of Incident	Workplace Violence Type (Indicate which type(s) (Type 1, 2,3,4)

**Type of Incident:** Check which of the following describes the type(s) of incident, and explain in detail:

**Note:** *It's important to understand that "Workplace Violence Type" and "Type of Incident" have separate requirements. For this part of the log, "Type of Incident" specifically refers to the nature or characteristics of the incident being logged. It does not refer to the type of workplace violence.*

- Physical attack without a weapon, including, but not limited to, biting, choking, grabbing, hair pulling, kicking, punching, slapping, pushing, pulling, scratching, or spitting.
- Attack with a weapon or object, including, but not limited to, a firearm, knife, or other object.
- Threat of physical force or threat of the use of a weapon or other object.
- Sexual assault or threat, including, but not limited to, rape, attempted rape, physical display, or unwanted verbal or physical sexual contact.
- Animal attack.
- Other \_\_\_\_\_

**Explain:** *[Provide a detailed description of the incident and any additional information on the violence incident type and what it included. Continue on a separate sheet of paper if necessary.]*

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**Workplace violence committed by:** [*For confidentiality, only include the classification/general description of who committed the violence, including whether the perpetrator was a customer, family or friend of a customer, stranger with criminal intent, co-worker, public official, supervisor, or manager, partner or spouse, parent or relative, or other perpetrator.*]

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**Circumstances at the time of the incident:** [*Indicate what was happening at the time of the incident, including, for example, but not limited to, whether the employee was completing usual job duties, working in poorly lit areas, rushed, working during a low staffing level, isolated or alone, unable to get help or assistance, working in a community setting, or working in an unfamiliar or new location.*]

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**Where the incident occurred:** [*Indicate where the incident occurred, such as in the workplace, parking lot, or other area outside the workplace, or other area.*]

**Consequences of the incident, including, but not limited to:**

- Whether law enforcement was contacted and their response.
- Actions taken to protect employees from a continuing threat or any other hazards identified as a result of the incident.

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- Were there any injuries? Yes or No. Please explain:

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- Were emergency medical responders other than law enforcement contacted, such as a Fire Department, Paramedics, or On-site First-aid certified personnel? Yes or No. If yes, explain below:

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- Did the severity of the injuries require reporting to Cal/OSHA? If yes, document the date and time this was done, along with the name of the Cal/OSHA representative contacted.

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- A copy of this violent incident log needs to be provided to the Administrator. Indicate when it was provided and to whom.

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**This violent incident log was completed by:**

Name of individual completing this log: \_\_\_\_\_

Title of individual completing this log: \_\_\_\_\_

\_\_\_\_\_  
Signature of person completing this log

\_\_\_\_\_  
Date of completion

**Appendix B  
WORKPLACE VIOLENCE PREVENTION  
ENVIRONMENTAL HAZARD ASSESSMENT & CONTROL CHECKLIST**

<b>Assessed by:</b>	<b>Title:</b>
<b>Location(s) Assessed:</b>	

This checklist is designed to evaluate the workplace and job tasks to help identify situations that may place employees at risk of workplace violence.

Step 1: Identify risk factors that may increase the District’s vulnerability to workplace violence events.

Step 2: Conduct a workplace assessment to identify physical and process vulnerabilities.

Step 3: Develop a corrective action plan with measurable goals and target dates.

**STEP 1: IDENTIFY RISK FACTORS**

Yes	No	Risk Factors	Comments:
		Does staff have contact with the public?	
		Does staff exchange money with the public?	
		Does staff work alone?	
		Is the workplace often understaffed?	
		Is the workplace located in an area with a high crime rate?	
		Does staff enter areas with high crime rates?	
		Does staff have mobile workplaces?	
		Does staff perform public safety functions that might put them in conflict with others?	
		Does staff perform duties that may upset people?	
		Does staff work with people known or suspected to have a history of violence?	
		Do any employees have a history of threats of violence?	

## STEP 2: CONDUCT ASSESSMENT

### Building Interior

Yes	No	Building Interior	Comments:
		Are employee ID badges required?	
		Are employees notified of past workplace violence events?	
		Are trained security personnel or staff accessible to employees?	
		Are bullet-resistant windows or similar barriers used when money is exchanged with the public?	
		Are areas where money is exchanged visible to others?	
		Is a limited amount of cash kept on hand with appropriate signage?	
		Could someone hear an employee who called for help?	
		Do employees have a clear line of sight of visitors in waiting areas?	
		Do areas used for interaction with members of the public allow co-employees to observe problems?	
		Are waiting and work areas free of objects that could be used as weapons?	
		Is furniture in waiting and work areas arranged to prevent employee entrapment?	
		Are visitors clearly informed how to use the District's services so they will not become frustrated?	
		Are private, locked restrooms available for employees?	
		Do employees have a secure place to store personal belongings?	

## Building Exterior

Yes	No	Building Exterior	Comments:
		Do employees feel safe walking to and from the workplace?	
		Are the entrances to the building clearly visible from the street?	
		Is the area surrounding the building free of bushes or other hiding places?	
		Is video surveillance provided outside the building?	
		Is there enough lighting to see clearly?	

## Parking Area

Yes	No	Parking Area	Comments:
		Is there a nearby parking lot reserved for staff?	
		Is the parking lot attended and secure?	
		Is the parking lot free of blind spots and landscape trimmed to prevent hiding places?	
		Is there enough lighting to see clearly?	
		Are security escorts available upon request?	



**Offsite**

Yes	No	Building Exterior	Comments:
		Do employees feel safe walking to and from the parking to the site?	
		Are the entrances to the building clearly visible from the street?	
		Is the area surrounding the building free of bushes or other hiding places?	
		Is video surveillance provided outside of and inside the building?	
		Is there enough lighting to see clearly?	
		Could someone hear an employee who called for help?	
		Do employees have a clear line of sight of visitors in areas?	
		Are waiting and work areas free of objects that could be used as weapons?	
		Are trained security personnel or staff accessible to employees?	
		Do areas used for interaction with members of the public allow co-employees to observe problems?	

## Security Measures

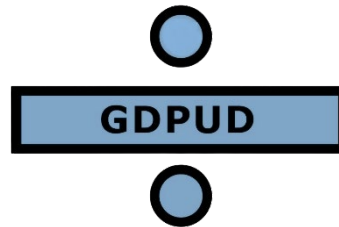
Yes	No	Security Measures	Comments:
		Is there a response plan for workplace violence emergencies?	
		Are there physical barriers? (between staff and members of the public)	
		Are there security cameras?	
		Are there panic buttons?	
		Are there alarm systems?	
		Do doors lock?	
		Are telephones with an outside line programmed for 911?	
		Are there two-way radios, pagers, or cell phones?	
		Are there security mirrors?	
		Is there a secured entry?	
		Are there personal alarm devices?	
		Are there "drop safes" to limit available cash?	
		Is there a system to alert staff of the presence, location, and nature of a security threat?	
		Is there a system in place for testing security measures?	



**REPORT TO THE BOARD OF DIRECTORS**

**Board Meeting of July 10, 2024**

**Agenda Item No. 8. H.**



**AGENDA SECTION: ACTION ITEMS**

**SUBJECT: Consider Amendments to Policy 4215 Rules of Order for Conducting Board and Committee Meetings**

**PREPARED BY:** Elizabeth Olson, Executive Assistant

**Approved By:** Nicholas Schneider, General Manager

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**BACKGROUND**

The Ad-Hoc Policy Committee was established to standardize the process of developing, reviewing, and adopting policies and procedures. Policy 4215 (previously 5040) Rules of Order for Conducting Board and Committee was adopted on September 10, 2019. Applying the committee's process for reviewing and updating District policies to the new standards of the District Policy and Procedures Manual, Policy 5040 was updated and received Board adoption on October 10, 2023.

**DISCUSSION**

During the June 6<sup>th</sup>, 2024 Regular Meeting of the Board of Directors, a review and discussion of Policy 4215 occurred. The result was a Board referral of the policy back to the Ad-Hoc Committee for further revisions. The Ad Hoc Policy Committee evaluated the policy during their meeting of June 27<sup>th</sup>, 2024, and endorsed its return to the Board for adoption. Policy 4215 Rules of Order for Conducting Board and Committee is submitted to the Board for approval consideration. The purpose of Policy 4215 is to establish the procedures governing the meetings of the Board of Directors and Committees of the Georgetown Divide Public Utility District.

**Attachment 1** is redlined Policy 4215 with amendments notated. Policy 4215 is included as **Attachment 2 Exhibit A** in the draft resolution.

**FISCAL IMPACT**

The fiscal impact will be realized in the approaching fiscal year based upon possible lodging reimbursement qualification amendments.

**CEQA ASSESSMENT**

This is not a CEQA project.

**RECOMMENDED ACTION**

Staff recommends the Board of Directors of the Georgetown Divide Public Utility District (GDPUD) approve Resolution 2024-XX Adopting Policy 4215 Rules of Order for Conducting Board and Committee Meetings with the proposed amendments.

**ALTERNATIVES**

The Board may (a) Request substantive changes to the options for staff to implement; (b) Reject the proposed amendments and revision process.



# GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

## Policy and Procedures Manual

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**POLICY TITLE:** Rules of Order for Conducting Board and Committee Meetings

**POLICY NUMBER:** 4215

**Adopted:** 09/10/2019

**Amended:** 10/10/2023

**Amended:** 07/10/2024

**REFERENCES:**

### **Section 4215.01 Purpose**

The purpose of this policy is to establish the procedures governing the meetings of the Board of Directors and Committees of the Georgetown Divide Public Utility District.

### **Section 4215.02 General**

**4215.2.1** Action items shall be brought before and considered by the Board by motion in accordance with this policy. These rules of order are intended to be informal and applied flexibly. The Board prefers a flexible form of meeting and, therefore, does not conduct its meetings under formalized rules - Robert's Rules of Order.

**4215.2.2** If a Director believes order is not being maintained or procedures are not adequate, then he/she should raise a point of order - not requiring a second - to the President. If the ruling of the President is not satisfactory to the Director, then it may be appealed to the Board. A majority of the Board will govern and determine the point of order.

**4215.2.3** [Any Director or General Manager entering the meeting after the start must wait to be acknowledged by the President, and the Board Clerk shall enter into the meeting record the time of the Director or General Manager's arrival.](#)

### **Section 4215.03 Obtaining the Floor**

Any Director desiring to speak should address the President and, upon recognition by the President, may address the subject under discussion.

### **Section 4215.04 Motions**

**4215.4.1** Any Director, excluding the President, may make or second a motion. A motion shall be brought and considered as follows:

**4215.4.2** The Board President opens discussion of the matter, the matter is then discussed and debated by the Board, the public is provided an opportunity to comment, then a Director makes a motion; another Director seconds the motion; and the President states the motion.

**4215.4.3** Once the motion has been stated by the President, it is open to further clarification by the Board members, the President will then call for the vote.

## **Rules of Order for Conduct of Meetings**

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**4215.4.4** If the public in attendance has had an opportunity to comment on the proposed action, any Director may move to immediately bring the question being debated to a vote, suspending any further debate. The motion must be made, seconded, and approved by a majority vote of the Board.

### **Section 4215.5 Secondary Motions**

Ordinarily, only one motion can be considered at a time and a motion must be disposed of before any other motions or business are considered. There are a few exceptions to this general rule, though, where a secondary motion concerning the main motion may be made and considered before voting on the main motion.

#### **4215.5.1 Motion to Amend:**

A main motion may be amended before it is voted on, either by the consent of the Directors who moved and seconded or by a new motion and second.

#### **4215.5.2 Motion to Table:**

A main motion may be indefinitely tabled before it is voted on by motion made to table, which is then seconded and approved by a majority vote of the Board.

#### **4215.5.3 Motion to Postpone:**

A main motion may be postponed to a certain time by a motion to postpone, which is then seconded and approved by a majority vote of the Board.

#### **4215.5.4 Motion to Refer to Committee:**

A main motion may be referred to a Board committee for further study and recommendation by a motion to refer to committee, which is then seconded and approved by a majority vote of the Board.

#### **4215.5.5 Motion to Close Debate and Vote Immediately:**

As provided above, any Director may move to close debate and immediately vote on a main motion, which move to close is then seconded and approved by a majority vote of the Board.

#### **4215.5.6 Motion to Adjourn:**

A meeting may be adjourned by motion made, seconded, and approved by a majority vote of the Board before voting on a main motion.

### **Section 4215.6 Decorum**

#### **4215.6.1**

The President shall take whatever actions are necessary and appropriate to preserve order and decorum during Board meetings, including public hearings. The President may eject any person or persons disrupting the meeting or hearing as referenced in Policy 4210 Standards of Conduct During Board Meetings Section 4210.07.

## Rules of Order for Conduct of Meetings

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### 4215.6.2

The President may ~~also~~ declare a short recess during any meeting. Any member may also request the President to declare a recess. The President shall honor such request, however, no request for a recess may be made after a motion, has been made and is pending before the Board.

### **Section 4215.7**      **Amendment of Rules of Order**

By motion made, seconded, and approved by a majority vote, the Board may, at its discretion and at any meeting: a) temporarily suspend these rules in whole or in part; b) amend these rules in whole or in part; or, c) both.

### Certification

I hereby certify that the foregoing is a full, true, and correct copy of Policy 4215 amended by the Board of Directors of the Georgetown Divide Public Utility District on July 10, 2024

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Nicholas Schneider, Clerk, and Ex-Officio  
Secretary, Board of Directors  
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

**RESOLUTION NO. 2024-XX  
OF THE BOARD OF DIRECTORS OF THE  
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT  
AMENDING POLICY 4215 RULES OF ORDER FOR CONDUCTING BOARD AND  
COMMITTEE MEETINGS**

**WHEREAS**, the Georgetown Divide Public Utility District (“District”) Board of Directors adopted Policy 4215 (previously 5040) Rules of Order for Conducting Board and Committee Meetings on September 10, 2019; and

**WHEREAS**, the Ad Hoc Policy Committee reviewed and updated Policy 4215 Rules of Order for Conducting Board and Committee Meetings to the new standards of the District Policy and Procedures Manual on October 10, 2023. Board action adopted the updated policy; and

**WHEREAS**, the Board of Directors requested further review of the policy during the Regular Meeting of June 6, 2024. The Ad Hoc Policy Committee further revised the policy and approved amendments for submission to the Board of Directors for approval; and

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT THAT** the attached Policy 4215 Rules of Order for Conducting Board and Committee Meetings hereto as Exhibit A is approved and adopted by the Board of Directors. The General Manager is authorized to certify the policy and enter it into the Policy and Procedures Manual.

**PASSED AND ADOPTED** by the Board of Directors of the Georgetown Divide Public Utility District at a meeting of said Board held on the 10<sup>th</sup> day of July 2024 by the following vote:

**AYES:**

**NOES:**

**ABSENT/ABSTAIN:**

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Mitch MacDonald, President, Board of Directors  
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

*Attest:*

---

Nicholas Schneider, 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 2024-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 10<sup>th</sup> day of July 2024.

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Nicholas Schneider, Clerk, and Ex Officio  
Secretary, Board of Directors  
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

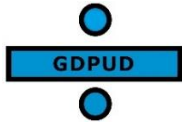
**ATTACHMENT:**

**Exhibit A** – Policy 4215 – Rules of Order for Conducting Board and Committee Meetings

DRAFT

Exhibit A  
Policy 4215 – Rules of Order for Conducting Board and Committee Meetings

DRAFT



# GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

## Policy and Procedures Manual

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**POLICY TITLE:** Rules of Order for Conducting Board and Committee Meetings

**POLICY NUMBER:** 4215 **Adopted:** 09/10/2019 **Amended:** 10/10/2023 **Amended:** 07/10/2024

**REFERENCES:** Robert's Rules of Order, Policy 4210 Standards of Conduct During Board Meetings Section 4210.07

### **Section 4215.01 Purpose**

The purpose of this policy is to establish the procedures governing the meetings of the Board of Directors and Committees of the Georgetown Divide Public Utility District.

### **Section 4215.02 General**

**4215.2.1** Action items shall be brought before and considered by the Board by motion in accordance with this policy. These rules of order are intended to be informal and applied flexibly. The Board prefers a flexible form of meeting and, therefore, does not conduct its meetings under formalized rules - Robert's Rules of Order.

**4215.2.2** If a Director believes order is not being maintained or procedures are not adequate, then he/she should raise a point of order - not requiring a second - to the President. If the ruling of the President is not satisfactory to the Director, then it may be appealed to the Board. A majority of the Board will govern and determine the point of order.

**4215.2.3** Any Director or General Manager entering the meeting after the start must wait to be acknowledged by the President, and the Board Clerk shall enter into the meeting record the time of the Director or General Manager's arrival.

### **Section 4215.03 Obtaining the Floor**

Any Director desiring to speak should address the President and, upon recognition by the President, may address the subject under discussion.

### **Section 4215.04 Motions**

**4215.4.1** Any Director, excluding the President, may make or second a motion. A motion shall be brought and considered as follows:

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**4215.4.3** Once the motion has been stated by the President, it is open to further clarification by the Board members, the President will then call for the vote.

**4215.4.4** If the public in attendance has had an opportunity to comment on the proposed action, any Director may move to immediately bring the question being debated to a vote, suspending any further debate. The motion must be made, seconded, and approved by a majority vote of the Board.

## **Rules of Order for Conduct of Meetings**

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### **Section 4215.5 Secondary Motions**

Ordinarily, only one motion can be considered at a time and a motion must be disposed of before any other motions or business are considered. There are a few exceptions to this general rule, though, where a secondary motion concerning the main motion may be made and considered before voting on the main motion.

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#### **4215.5.4 Motion to Refer to Committee:**

A main motion may be referred to a Board committee for further study and recommendation by a motion to refer to committee, which is then seconded and approved by a majority vote of the Board.

#### **4215.5.5 Motion to Close Debate and Vote Immediately:**

As provided above, any Director may move to close debate and immediately vote on a main motion, which move to close is then seconded and approved by a majority vote of the Board.

#### **4215.5.6 Motion to Adjourn:**

A meeting may be adjourned by motion made, seconded, and approved by a majority vote of the Board before voting on a main motion.

### **Section 4215.6 Decorum**

#### **4215.6.1**

The President shall take whatever actions are necessary and appropriate to preserve order and decorum during Board meetings, including public hearings. The President may eject any person or persons disrupting the meeting or hearing as referenced in Policy 4210 Standards of Conduct During Board Meetings Section 4210.07.

#### **4215.6.2**

The President may declare a short recess during any meeting. Any member may also request the President to declare a recess. The President shall honor such request, however, no request for a recess may be made after a motion has been made and is pending before the Board.

### **Section 4215.7 Amendment of Rules of Order**

By motion made, seconded, and approved by a majority vote, the Board may, at its discretion and at any meeting: a) temporarily suspend these rules in whole or in part; b) amend these rules in whole or in part; or, c) both.

## Rules of Order for Conduct of Meetings

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### Certification

I hereby certify that the foregoing is a full, true, and correct copy of Policy 4215 amended by the Board of Directors of the Georgetown Divide Public Utility District on July 10, 2024

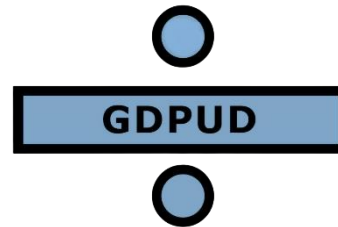
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Nicholas Schneider, Clerk, and Ex-Officio  
Secretary, Board of Directors  
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

**REPORT TO THE BOARD OF DIRECTORS**

**Board Meeting of July 10, 2024**

**Agenda Item No. 8. I.**



**AGENDA SECTION: ACTION ITEMS**

**SUBJECT: Consider Amendments to Policy 4030 Board Compensation, Expense Reimbursements and Travel Allowance**

**PREPARED BY:** Elizabeth Olson, Executive Assistant

**Approved By:** Nicholas Schneider, General Manager

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**BACKGROUND**

The Ad-Hoc Policy Committee was established to standardize the process of developing, reviewing, and adopting policies and procedures. The Committee reviewed Policy 4030, Remuneration and Reimbursements, originally adopted on June 25, 2013, and submitted amended Policy 4030, retitled: Board Compensation, Expense Reimbursements, and Travel Allowance, for the Board's approval and consideration on June 13, 2023. The amended policy was approved and adopted via Board action.

**DISCUSSION**

During the June 6<sup>th</sup>, 2024 Regular Meeting of the Board of Directors, there was a review and discussion of Policy 4030. The result was a Board referral of the policy back to the Ad-Hoc Committee for further revisions. The Ad Hoc Policy Committee evaluated the policy during their meeting of June 27<sup>th</sup>, 2024, and approved its return to the Board for approval. Policy 4030 is submitted to the Board for approval consideration (**Attachment 3**). The purpose of Policy 4030 is to establish the procedures governing the payment of monthly compensation and expense reimbursement for members of the Board of Directors pursuant to Public Utilities Code Section 16002(a) and Ordinance 2011-01.

**FISCAL IMPACT**

The fiscal impact is dependent upon chosen lodging reimbursement qualification amendments. Impact will be realized based on expenses accrued in the following fiscal year.

**CEQA ASSESSMENT**

This is not a CEQA project.

**RECOMMENDED ACTION**

Staff recommends the Board of Directors of the Georgetown Divide Public Utility District (GDPUD) approve Resolution 2024-XX Adopting Amended Policy 4030 Board Compensation, Expense Reimbursements, and Travel Allowance with the proposed amendments (**Attachment 2**).

## **ALTERNATIVES**

The Board may (a) Request substantive changes for staff to implement; (b) Reject the proposed amendments.

## **ATTACHMENTS**

1. Redline Policy 4030, Board Compensation, Expense Reimbursements, and Travel Allowance
2. Resolution 2024-XX Adopting Amended Policy 4030
3. Exhibit A – Policy 4030, Board Compensation, Expense Reimbursements, and Travel Allowance



# GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

## Policy and Procedures Manual

---

**POLICY TITLE:** Board Compensation, Expense Reimbursements and Travel Allowance

**POLICY NUMBER:** 4030      **Adopted:** 06/25/2013      **Amended:** 06/13/2023

### **SECTION 4030.01 PURPOSE**

The purpose of this policy is to establish the procedures governing the payment of monthly compensation and expense reimbursement for members of the Board of Directors of the Georgetown Divide Public Utility District pursuant to Public Utilities Code Section 16002(a) and Ordinance 2011-01.

### **SECTION 4030.02 DEFINITIONS AND REFERENCES**

For the purposes of this policy, unless otherwise apparent from the context, certain words and phrases used in this policy are defined as follows:

**Internal Revenue Service Publication 463** shall reference the explanation contained in this IRS tax document that explains what records are needed to prove expenses incurred.

**Internal Revenue Service Publication 535** shall reference the mileage rate that is provided in this IRS tax document.

### **SECTION 4030.03 DIRECTOR'S COMPENSATION**

Members of the Board of Directors shall receive monthly compensation, the amount of which shall be established annually by the Board at its regular meeting in July and be consistent with applicable state law and GDPUD Ordinance 2011-01.

#### **Section 4030.03.01 Ordinance 2011-01**

Ordinance 2011-0, adopted by the Board of Directors on February 8, 2011, sets forth the compensation and benefits to be provided to the District's Board of Directors.

Section 2 of this Ordinance establishes a monthly stipend of Four Hundred Dollars (\$400.00) for an annual amount not to exceed Four Thousand Eight Hundred Dollars (\$4,800.00), pursuant to Public Utility Code Section 16002(a). A Director must attend the regular meeting of the Board to receive the monthly stipend.

#### **Section 4030.03.02 Public Utilities Code Section 16002**

Compensation for Directors is established pursuant to Public Utilities Code § 16002, which states: Each member of the Board may receive the compensation that the Board by Ordinance provides, not exceeding four thousand eight hundred dollars (\$4,800) a year.



## **SECTION 4030.04 ANNUAL ALLOWANCE FOR DISTRICT-RELATED TRAVEL EXPENSES**

The Board of Directors shall include an annual travel allowance for each Director, based on the approved District budget, while on official District business as described in Public Utilities Code § 16002(b)(2), which states: Representation of the District at a public event, if that representation has been previously approved at a meeting of the Board and the member delivers a written report regarding the member's representation to the Board at the Board meeting immediately following the public event.

Official District business shall include federal, state, regional, and local meetings, and training sessions, conferences, and events. The annual allowance shall cover the following travel expenses which are subject to the requirements of Government Code §§ 53232.2 and 53232.3, as well as the requirements of Ordinance 2011-01.

The District shall calculate the reimbursement amount according to the following provisions:

### **Section 4030.04.01 Mileage**

Mileage incurred by Directors in their own vehicle shall be set at the rate of reimbursement allowed under Publication 535 of the Internal Revenue Service. Mileage shall not be reimbursed for attendance at regular or special board meetings held at the District office or other similar locations within the District.

### **Section 4030.04.02 Lodging, Travel by Public Transportation**

Expenses for lodging, travel by public transportation, and incidental expenses incurred for attendance at meetings or conferences ~~outside of the County~~ are subject to prior approval by the Board of Directors. However, the Board in its discretion may approve reimbursement after a Director has attended the meeting or conference in circumstances where the meeting schedule of the Board did not permit prior approval of the request.

A. The minimum distance for lodging and travel consideration shall be (75) miles from the District's main office. When attendance at multiple-day meetings or conferences is required, the minimum travel distance for reimbursement qualification is 50 miles from the District office.

~~A. B. The State per diem rate will be utilized as a suggested cap amount for expense limitations, based on per diem rates established annually by the Government Service Administration of General Services, will be used for expense limitations. This rate chart is included in Appendix A and will be updated annually by staff when received from the GSA. included with this policy as Appendix A.~~

B. **Internal Revenue Rates** – IRS Publication 463 shall be followed and the use of California per diem rates shall be used as stated in this publication for travel, lodging, and other actual and necessary expenses.

C. **Meals and Incidentals** – Expenses for meals and incidentals shall be based on the California State per diem rate.

## **SECTION 4030.05 CONFERENCE AND TRAINING REGISTRATION FEES, AND TRAVEL EXPENSES**

Upon Board approval of a Director's attendance of meetings, conferences, and training sessions, the District shall make registration payments for lodging, and travel expenses. The District shall make efforts to obtain reduced rates through early registration or other opportunities for rate reductions.

Certification

I hereby certify that the foregoing is a full, true, and correct copy of Policy 4030 amended by the Board of Directors of the Georgetown Divide Public Utility District on July 10th, 2024.

---

Nicholas Schneider, Clerk, and Ex-Officio  
Secretary, Board of Directors  
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

**RESOLUTION NO. 2024-XX  
OF THE BOARD OF DIRECTORS OF THE  
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT  
AMENDING POLICY 4030 BOARD COMPENSATION, EXPENSE REIMBURSEMENTS AND  
TRAVEL ALLOWANCE**

**WHEREAS**, the Georgetown Divide Public Utility District (“District”) Board of Directors adopted Policy 4030 Board Compensation, Expense Reimbursements, and Travel Allowance on June 13, 2013; and

**WHEREAS**, the Ad Hoc Policy Committee reviewed and updated Policy 4030 Board Compensation, Expense Reimbursements, and Travel Allowance to the new standards of the District Policy and Procedures Manual and submitted it for approval consideration on June 13, 2023. Board action adopted the updated policy; and

**WHEREAS**, the Board of Directors requested further review of the policy during the Regular Meeting of June 6, 2024. The Ad Hoc Policy Committee further reviewed and approved amendments for submission to the Board of Directors for approval.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT THAT** the attached Policy 4030 Board Compensation, Expense Reimbursements, and Travel Allowance hereto as Exhibit A is approved and adopted by the Board of Directors. The General Manager is authorized to certify the policy and enter it into the Policy and Procedures Manual.

**PASSED AND ADOPTED** by the Board of Directors of the Georgetown Divide Public Utility District at a meeting of said Board held on the 10<sup>th</sup> day of July 2024 by the following vote:

**AYES:**

**NOES:**

**ABSENT/ABSTAIN:**

---

Mitch MacDonald, President, Board of Directors  
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

*Attest:*

---

Nicholas Schneider, 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 2024-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 10<sup>th</sup> day of July 2024.

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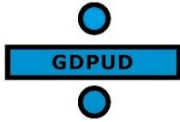
Nicholas Schneider, Clerk, and Ex Officio  
Secretary, Board of Directors  
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

**ATTACHMENT:**

**Exhibit A** – Policy 4030– Board Compensation, Expense Reimbursements and Travel Allowance

Exhibit A  
Policy 4030 – Board Compensation, Expense Reimbursements, and Travel Allowance

DRAFT



# GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

## Policy and Procedures Manual

---

**POLICY TITLE:** Board Compensation, Expense Reimbursements  
and Travel Allowance

**POLICY NUMBER:** 4030 **Adopted:** 06/25/2013 **Amended:** 06/13/2023 **Amended:** 07/10/2024

**REFERENCES:** Ordinance 2011-01, Public Utilities Code Section 16002, Internal Revenue Service Publication 535, Government Service Administration per Diem Rates.

### **SECTION 4030.01 PURPOSE**

The purpose of this policy is to establish the procedures governing the payment of monthly compensation and expense reimbursement for members of the Board of Directors of the Georgetown Divide Public Utility District pursuant to Public Utilities Code Section 16002(a) and Ordinance 2011-01.

### **SECTION 4030.02 DEFINITIONS AND REFERENCES**

For the purposes of this policy, unless otherwise apparent from the context, certain words and phrases used in this policy are defined as follows:

**Internal Revenue Service Publication 463** shall reference the explanation contained in this IRS tax document that explains what records are needed to prove expenses incurred.

**Internal Revenue Service Publication 535** shall reference the mileage rate that is provided in this IRS tax document.

### **SECTION 4030.03 DIRECTOR'S COMPENSATION**

Members of the Board of Directors shall receive monthly compensation, the amount of which shall be established annually by the Board at its regular meeting in July and be consistent with applicable state law and GDPUD Ordinance 2011-01.

#### **Section 4030.03.01 Ordinance 2011-01**

Ordinance 2011-0, adopted by the Board of Directors on February 8, 2011, sets forth the compensation and benefits to be provided to the District's Board of Directors.

Section 2 of this Ordinance establishes a monthly stipend of Four Hundred Dollars (\$400.00) for an annual amount not to exceed Four Thousand Eight Hundred Dollars (\$4,800.00), pursuant to Public Utility Code Section 16002(a). A Director must attend the regular meeting of the Board to receive the monthly stipend.

#### **Section 4030.03.02 Public Utilities Code Section 16002**

Compensation for Directors is established pursuant to Public Utilities Code § 16002, which states: Each member of the Board may receive the compensation that the Board by Ordinance provides, not exceeding four thousand eight hundred dollars (\$4,800) a year.

## **SECTION 4030.04 ANNUAL ALLOWANCE FOR DISTRICT-RELATED TRAVEL EXPENSES**

The Board of Directors shall include an annual travel allowance for each Director, based on the approved District budget, while on official District business as described in Public Utilities Code § 16002(b)(2), which states: Representation of the District at a public event, if that representation has been previously approved at a meeting of the Board and the member delivers a written report regarding the member's representation to the Board at the Board meeting immediately following the public event.

Official District business shall include federal, state, regional, and local meetings, and training sessions, conferences, and events. The annual allowance shall cover the following travel expenses which are subject to the requirements of Government Code §§ 53232.2 and 53232.3, as well as the requirements of Ordinance 2011-01.

The District shall calculate the reimbursement amount according to the following provisions:

### **Section 4030.04.01 Mileage**

Mileage incurred by Directors in their own vehicle shall be set at the rate of reimbursement allowed under Publication 535 of the Internal Revenue Service. Mileage shall not be reimbursed for attendance at regular or special board meetings held at the District office or other similar locations within the District.

### **Section 4030.04.02 Lodging, Travel by Public Transportation**

Expenses for lodging, travel by public transportation, and incidental expenses incurred for attendance at meetings or conferences are subject to prior approval by the Board of Directors. However, the Board in its discretion may approve reimbursement after a Director has attended the meeting or conference in circumstances where the meeting schedule of the Board did not permit prior approval of the request.

- A. The minimum distance for lodging and travel consideration shall be (75) miles from the District's main office. When attendance at multiple-day meetings or conferences is required, the minimum travel distance for reimbursement is 50 miles from the District office.
- B. The per diem rate will be utilized as a suggested cap amount for expense limitations, based on per diem rates established annually by the Government Service Administration. This rate chart is included in Appendix A and will be updated annually by staff when received from the GSA.
- B. **Internal Revenue Rates** – IRS Publication 463 shall be followed and the use of California per diem rates shall be used as stated in this publication for travel, lodging, and other actual and necessary expenses.
- C. **Meals and Incidentals** – Expenses for meals and incidentals shall be based on the California State per diem rate.

## **SECTION 4030.05 CONFERENCE AND TRAINING REGISTRATION FEES, AND TRAVEL EXPENSES**

Upon Board approval of a Director's attendance of meetings, conferences, and training sessions, the District shall make registration payments for lodging, and travel expenses. The District shall make efforts to obtain reduced rates through early registration or other opportunities for rate reductions.

Certification

I hereby certify that the foregoing is a full, true, and correct copy of Policy 4030 amended by the Board of Directors of the Georgetown Divide Public Utility District on July 10th, 2024.

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Nicholas Schneider, Clerk, and Ex-Officio  
Secretary, Board of Directors  
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT



**FY2024 Per Diem Rates - Effective October 1, 2023**

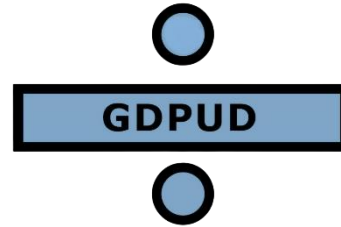
STATE	DESTINATION	COUNTY/LOCATION DEFINED	SEASON BEGIN	SEASON END	FY24 Lodging Rate	FY24 M&IE
	<b>Standard CONUS rate applies to all counties not specifically listed. Cities not listed may be located in a listed county.</b>				<b>\$ 107</b>	<b>\$ 59</b>
AL	Birmingham	Jefferson			\$ 123	\$ 69
AL	Gulf Shores	Baldwin	October 1	February 29	\$ 137	\$ 69
AL	Gulf Shores	Baldwin	March 1	May 31	\$ 164	\$ 69
AL	Gulf Shores	Baldwin	June 1	July 31	\$ 237	\$ 69
AL	Gulf Shores	Baldwin	August 1	September 30	\$ 137	\$ 69
AL	Huntsville	Madison			\$ 127	\$ 74
AL	Mobile	Mobile	October 1	December 31	\$ 111	\$ 59
AL	Mobile	Mobile	January 1	March 31	\$ 120	\$ 59
AL	Mobile	Mobile	April 1	September 30	\$ 111	\$ 59
AR	Hot Springs	Garland			\$ 111	\$ 64
AZ	Grand Canyon / Flagstaff	Coconino / Yavapai less the city of Sedona	October 1	October 31	\$ 141	\$ 74
AZ	Grand Canyon / Flagstaff	Coconino / Yavapai less the city of Sedona	November 1	February 29	\$ 107	\$ 74
AZ	Grand Canyon / Flagstaff	Coconino / Yavapai less the city of Sedona	March 1	April 30	\$ 139	\$ 74
AZ	Grand Canyon / Flagstaff	Coconino / Yavapai less the city of Sedona	May 1	September 30	\$ 141	\$ 74
AZ	Kayenta	Navajo			\$ 146	\$ 64
AZ	Phoenix / Scottsdale	Maricopa	October 1	January 31	\$ 156	\$ 69
AZ	Phoenix / Scottsdale	Maricopa	February 1	March 31	\$ 235	\$ 69
AZ	Phoenix / Scottsdale	Maricopa	April 1	May 31	\$ 157	\$ 69
AZ	Phoenix / Scottsdale	Maricopa	June 1	August 31	\$ 110	\$ 69
AZ	Phoenix / Scottsdale	Maricopa	September 1	September 30	\$ 156	\$ 69
AZ	Sedona	City Limits of Sedona	October 1	December 31	\$ 247	\$ 79
AZ	Sedona	City Limits of Sedona	January 1	February 29	\$ 198	\$ 79
AZ	Sedona	City Limits of Sedona	March 1	April 30	\$ 313	\$ 79
AZ	Sedona	City Limits of Sedona	May 1	August 31	\$ 215	\$ 79
AZ	Sedona	City Limits of Sedona	September 1	September 30	\$ 247	\$ 79
AZ	Tucson	Pima	October 1	December 31	\$ 120	\$ 64
AZ	Tucson	Pima	January 1	March 31	\$ 169	\$ 64
AZ	Tucson	Pima	April 1	September 30	\$ 120	\$ 64
CA	Antioch / Brentwood / Concord	Contra Costa			\$ 165	\$ 74
CA	Bakersfield / Ridgecrest	Kern			\$ 129	\$ 64
CA	Barstow / Ontario / Victorville	San Bernardino			\$ 124	\$ 64
CA	Death Valley	Inyo / NAWA China Lake			\$ 140	\$ 69
CA	Eureka / Arcata / McKinleyville	Humboldt	October 1	May 31	\$ 124	\$ 69
CA	Eureka / Arcata / McKinleyville	Humboldt	June 1	August 31	\$ 173	\$ 69
CA	Eureka / Arcata / McKinleyville	Humboldt	September 1	September 30	\$ 124	\$ 69
CA	Fresno	Fresno			\$ 124	\$ 69
CA	Los Angeles	Los Angeles / Orange / Ventura / Edwards AFB	October 1	October 31	\$ 183	\$ 74
CA	Los Angeles	Los Angeles / Orange / Ventura / Edwards AFB	November 1	December 31	\$ 169	\$ 74
CA	Los Angeles	Los Angeles / Orange / Ventura / Edwards AFB	January 1	September 30	\$ 183	\$ 74
CA	Mammoth Lakes	Mono	October 1	November 30	\$ 142	\$ 79
CA	Mammoth Lakes	Mono	December 1	June 30	\$ 178	\$ 79
CA	Mammoth Lakes	Mono	July 1	September 30	\$ 142	\$ 79
CA	Mill Valley / San Rafael / Novato	Marin	October 1	October 31	\$ 189	\$ 74
CA	Mill Valley / San Rafael / Novato	Marin	November 1	May 31	\$ 166	\$ 74
CA	Mill Valley / San Rafael / Novato	Marin	June 1	September 30	\$ 189	\$ 74
CA	Monterey	Monterey	October 1	May 31	\$ 184	\$ 74
CA	Monterey	Monterey	June 1	August 31	\$ 251	\$ 74
CA	Monterey	Monterey	September 1	September 30	\$ 184	\$ 74
CA	Napa	Napa	October 1	November 30	\$ 265	\$ 79
CA	Napa	Napa	December 1	February 29	\$ 195	\$ 79
CA	Napa	Napa	March 1	September 30	\$ 265	\$ 79
CA	Oakhurst	Madera	October 1	April 30	\$ 118	\$ 69
CA	Oakhurst	Madera	May 1	September 30	\$ 149	\$ 69
CA	Oakland	Alameda			\$ 189	\$ 74
CA	Palm Springs	Riverside	October 1	April 30	\$ 184	\$ 69
CA	Palm Springs	Riverside	May 1	September 30	\$ 142	\$ 69
CA	Point Arena / Gualala	Mendocino			\$ 133	\$ 79
CA	Sacramento	Sacramento			\$ 145	\$ 69
CA	San Diego	San Diego	October 1	May 31	\$ 194	\$ 74
CA	San Diego	San Diego	June 1	August 31	\$ 230	\$ 74
CA	San Diego	San Diego	September 1	September 30	\$ 194	\$ 74
CA	San Francisco	San Francisco	October 1	December 31	\$ 288	\$ 79
CA	San Francisco	San Francisco	January 1	March 31	\$ 333	\$ 79
CA	San Francisco	San Francisco	April 1	August 31	\$ 270	\$ 79
CA	San Francisco	San Francisco	September 1	September 30	\$ 288	\$ 79
CA	San Luis Obispo	San Luis Obispo	October 1	May 31	\$ 156	\$ 74
CA	San Luis Obispo	San Luis Obispo	June 1	August 31	\$ 196	\$ 74
CA	San Luis Obispo	San Luis Obispo	September 1	September 30	\$ 156	\$ 74
CA	San Mateo / Foster City / Belmont	San Mateo			\$ 222	\$ 74
CA	Santa Barbara	Santa Barbara	October 1	June 30	\$ 214	\$ 74
CA	Santa Barbara	Santa Barbara	July 1	August 31	\$ 289	\$ 74
CA	Santa Barbara	Santa Barbara	September 1	September 30	\$ 214	\$ 74
CA	Santa Cruz	Santa Cruz	October 1	May 31	\$ 143	\$ 69
CA	Santa Cruz	Santa Cruz	June 1	August 31	\$ 181	\$ 69
CA	Santa Cruz	Santa Cruz	September 1	September 30	\$ 143	\$ 69

CA	Santa Monica	City limits of Santa Monica	October 1	May 31	\$ 270	\$ 79
CA	Santa Monica	City limits of Santa Monica	June 1	August 31	\$ 298	\$ 79
CA	Santa Monica	City limits of Santa Monica	September 1	September 30	\$ 270	\$ 79
CA	Santa Rosa	Sonoma			\$ 157	\$ 74
CA	South Lake Tahoe	El Dorado	October 1	March 31	\$ 173	\$ 74
CA	South Lake Tahoe	El Dorado	April 1	May 31	\$ 143	\$ 74
CA	South Lake Tahoe	El Dorado	June 1	September 30	\$ 173	\$ 74
CA	Stockton	San Joaquin			\$ 140	\$ 74
CA	Sunnyvale / Palo Alto / San Jose	Santa Clara			\$ 245	\$ 74
CA	Tahoe City	Placer			\$ 132	\$ 74
CA	Truckee	Nevada	October 1	February 29	\$ 157	\$ 79
CA	Truckee	Nevada	March 1	May 31	\$ 137	\$ 79
CA	Truckee	Nevada	June 1	August 31	\$ 160	\$ 79
CA	Truckee	Nevada	September 1	September 30	\$ 157	\$ 79
CA	Visalia	Tulare			\$ 132	\$ 69
CA	West Sacramento / Davis	Yolo			\$ 138	\$ 69
CA	Yosemite National Park	Mariposa			\$ 186	\$ 79

**REPORT TO THE BOARD OF DIRECTORS**

**Board Meeting of July 10, 2024**

**Agenda Item No. 8.J.**



**AGENDA SECTION: ACTION ITEMS**

**SUBJECT: Consider Adoption of Updated Policy 4205 Board Meeting Agenda**

**PREPARED BY:** Elizabeth Olson, Executive Assistant

**Approved By:** Nicholas Schneider, General Manager

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**BACKGROUND**

The Ad Hoc Policy Committee was established to standardize the process of developing, reviewing, and adopting policies and procedures. During the March 7, 2024, Regular Board of Directors meeting an updated and revised Policy 4205 Board Meeting Agenda was submitted for approval. Board action adopted the policy.

**DISCUSSION**

During the Regular Board Meeting of June 6, 2024, further review of the policy was requested. The Ad Hoc Policy Committee reviewed and revised the Policy on June 27<sup>th</sup>, 2024, and approved the amendments for submission to the Board for adoption consideration (**Attachment 1**). The purpose of Policy 4205 is to establish the processes that the General Manager in cooperation with the Board President and Directors shall utilize during the preparation of all regular and special Board meeting agendas.

**FISCAL IMPACT**

This action has no fiscal impact.

**CEQA ASSESSMENT**

This is not a CEQA Project

**RECOMMENDED ACTION**

Staff recommends the Board of Directors of the Georgetown Divide Public Utility District adopt Resolution 2024-XX Approving the Amended Policy 4205 Board Meeting Agenda (**Attachment 2**).

**ATTACHMENTS**

1. Redlined Policy 4205 Board Meeting Agenda
2. Resolution 2024-XX Adopting Amended Policy 4205 Board Meeting Agenda
3. Exhibit A, Policy 4205 Board Meeting Agenda



# GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

## Policy and Procedures Manual

**POLICY TITLE:** Board Meeting Agenda

**POLICY NUMBER:** 4205

**Adopted:** 08/13/2019

**Amended:** 03/09/2021

**Former Number:** 5020-02

**REFERENCES:** (Gov. Code § 54950 et seq.)

### **Section 4205.01 Purpose**

The General Manager, in cooperation with the Board President, shall prepare an agenda for each Regular and Special Meeting of the Board of Directors in accordance with the Ralph M. Brown Act (California Government Code Section 54950 et seq.).

### **Section 4205.02 Board Member Requests for Additions to Future Meeting Agendas**

- A.** Any Director may contact the General Manager and request any item be placed on the Board agenda. With the coordination approval of the Board President, the item shall be placed on a meeting agenda within three (3) upcoming Regular Board meetings, unless the Director withdraws the request. If there are any delays to this timeframe, the Board President shall provide the Director with an explanation. The Board President shall notify the Director when the item has been placed on the agenda. The Board Member requesting the item shall provide a brief written description of the requested item to be included in the Board packet.
- B.** A Director may request verbally during Board Member Requests for Additions to Future Meeting Agendas that an item be considered on a future agenda. The General Manager- in coordination with the Board President shall place requested items on a meeting agenda within three (3) upcoming Regular Board meetings. As in paragraph A, the Directors requesting agenda item addition will be notified. Upon agreement by a majority of the Board, the item will be placed on a future agenda for Board discussion on whether the item should be scheduled for further consideration and Board action on an upcoming meeting agenda. The Board Member requesting the item shall provide a brief description of the subject to be printed for the agenda packet.
- C.** The Board President shall make their/ his or her own request for adding an item to the agenda at during a Board meeting, unless the item is of an emergent/urgent nature and occurs between meetings.
- C.D.** Should a Special Meeting is be called, when contacting the Board of Directors for scheduling, the Special meeting the requesting Director that requested the special meeting will be identified and provided to all the Directors; provided that no information, other than which Director requested a special meeting, may be shared to comply to ensure compliance with the Brown Act.s.

### **Section 4205.03 Public Requests for Additions to Future Meeting Agendas**

Any member of the public may request that a matter directly related to District business be placed on the agenda of a regularly scheduled meeting of the Board of Directors, subject to the

following conditions:

- A. The request must be in writing and be submitted to the General Manager together with supporting documents and information, if any, at least seven (7) business days prior to the date of the meeting;
- B. The General Manager shall confer with the Board President on whether the public request is or is not a "matter directly related to District business." If the matter is determined by both, not to be a matter directly related to District business it will not be placed on the agenda. The public member requesting the agenda item may appeal the decision at the next regular meeting of the Board of Directors.
- C. The Board of Directors may place limitations on the total time to be devoted to a public request issue at any meeting and may limit the time allowed for any one person to speak on the issue at the meeting.

#### **Section 4205.04 Public Comment on Non-Agendized Items**

This policy does not prevent the Board from taking public comment at regular and special meetings of the Board on matters which are not on the agenda which a member of the public may wish to bring before the Board. However, the Board shall not discuss or take action on such matters at that meeting.

#### **Section 4205.05 Posting Requirements**

At least 72 hours prior to the time of all Regular meetings, an agenda, which includes but is not limited to all matters on which there may be discussion and/or action by the Board, shall be posted in a place that is freely accessible to members of the public (California Government Code 54954.2) and emailed to those who have requested to receive the agenda via email. The agenda shall be posted on the website for public information at the same time. All information made available to the Board of Directors (except confidential information allowed by State law per legal counsel) shall be available for public review prior to the Board meeting.

- A. The agenda for a Special Meeting shall be posted at least 24 hours before the meeting in the same location as for Regular Meeting agendas (California Government Code Section 54956).

#### **Section 4205.06 Agenda Format**

The District Agenda for Regular Meetings shall generally follow the following format. The General Manager, in cooperation with the Board President, may reorganize the template on a case-by-case basis if a variation in the normal order of business is appropriate. Director names and titles shall be included on the agenda. Agendas must contain a brief description of every item to be discussed, including closed-session items. Descriptions must be clear enough to be understood by members of the public.

### **CALL TO ORDER, ROLL CALL, AND PLEDGE OF ALLEGIANCE**

### **APPROVAL OF AGENDA**

### **PUBLIC FORUM**

Members of the public wishing to address the Board on a matter that is not on the agenda and within the jurisdictional authority of the District may do so during the Public Forum. The Board is not permitted to take action on items addressed in the Public Forum.

### **CONSENT CALENDAR**

The Consent Calendar consists of those items which are routine and non-controversial. Should any member of the Board or the Public wish to discuss any item appearing thereon, the Board

member should request that the item be removed from the Consent Calendar. At the direction of the President, the item will be removed and discussed immediately after the approval of the Consent Calendar, or as soon thereafter as practicable.

## **OFFICE/FINANCE MANAGER'S REPORT**

### **INFORMATIONAL ITEMS**

#### **A. Board Reports**

Directors shall be allowed five (5) minutes each to provide brief reports on meetings, conferences, and seminars attended by the Directors of interest to the District and the public. Directors may also use this time period to report on community comments and activities of interest. Additional time may be extended by the Board President, or Board Officer who is presiding over the meeting.

#### **B. Legislative Liaison Report**

#### **C. Operation Manager's Report**

The Operations Manager will provide a report on maintenance activities occurring during the previous month.

#### **D. Water Resources Manager's Report**

#### **E. General Manager's Report**

### **COMMITTEES**

### **ACTION ITEMS**

### **CLOSED SESSION**

### **BOARD MEMBER REQUESTS FOR ADDITIONS TO FUTURE MEETING AGENDAS**

- A. Opportunity for Board members to discuss and provide input for future meetings. Individual Board members may request items be added to an agenda and may request information or research for Staff to respond at a future time.

### **NEXT MEETING DATE AND ADJOURNMENT**

Each specific item as well as the order of items are subject to change at every meeting or with the agenda.

### **Section 4205.07**

The Board shall adjourn to the noted date and time of the next meeting.

### **Certification**

I hereby certify that the foregoing is a full, true, and correct copy of Policy 4205 adopted by the Board of Directors of the Georgetown Divide Public Utility District on ~~July~~[March 10](#)th, 2024.

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Nicholas Schneider, Clerk, and Ex-Officio  
Secretary, Board of Directors

**RESOLUTION NO. 2024-XX  
OF THE BOARD OF DIRECTORS OF THE  
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT  
AMENDING POLICY 4205 BOARD MEETING AGENDA**

**WHEREAS**, the Georgetown Divide Public Utility District (“District”) Board of Directors adopted Policy 4205 (formerly 5020-02) Board Meeting Agenda on August 13, 2019; and

**WHEREAS**, the Ad Hoc Policy Committee reviewed and updated Policy 4205 Board Meeting Agenda to the new standards of the District Policy and Procedures Manual and submitted it for approval consideration on March 7, 2024. Board action adopted the updated policy; and

**WHEREAS**, the Board of Directors requested further review of the policy during the Regular Meeting of June 6, 2024. The Ad Hoc Policy Committee further reviewed and approved amendments for submission to the Board of Directors for approval.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT THAT** the attached Policy 4205 Board Meeting Agenda hereto as Exhibit A is approved and adopted by the Board of Directors. The General Manager is authorized to certify the policy and enter it into the Policy and Procedures Manual.

**PASSED AND ADOPTED** by the Board of Directors of the Georgetown Divide Public Utility District at a meeting of said Board held on the 10<sup>th</sup> day of July 2024 by the following vote:

**AYES:**

**NOES:**

**ABSENT/ABSTAIN:**

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Mitch MacDonald, President, Board of Directors  
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

*Attest:*

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Nicholas Schneider, 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 2024-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 10<sup>th</sup> day of July 2024.

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Nicholas Schneider, Clerk, and Ex Officio  
Secretary, Board of Directors  
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

**ATTACHMENT:**

**Exhibit A** – Policy 4205– Board Meeting Agenda

DRAFT



Exhibit A  
Policy 4205 – Board Meeting Agenda

DRAFT



# GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

## Policy and Procedures Manual

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**POLICY TITLE:** Board Meeting Agenda

**POLICY NUMBER:** 4205      **Adopted:** 08/13/2019      **Amended:** 03/09/2021  
**Amended:** 03/04/2024      **Amended:** 07/10/2024

**Former Number:** 5020-02

**REFERENCES:** (Gov. Code § 54950 et seq.)

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**APPROVAL OF AGENDA**

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the President, the item will be removed and discussed immediately after the approval of the Consent Calendar, or as soon thereafter as practicable.

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### **INFORMATIONAL ITEMS**

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#### **B. Legislative Liaison Report**

#### **C. Operation Manager’s Report**

The Operations Manager will provide a report on maintenance activities occurring during the previous month.

#### **D. Water Resources Manager’s Report**

#### **E. General Manager’s Report**

### **COMMITTEES**

### **ACTION ITEMS**

### **CLOSED SESSION**

### **BOARD MEMBER REQUESTS FOR ADDITIONS TO FUTURE MEETING AGENDAS**

- A. Opportunity for Board members to discuss and provide input for future meetings. Individual Board members may request items be added to an agenda and may request information or research for Staff to respond at a future time.

### **NEXT MEETING DATE AND ADJOURNMENT**

Each specific item as well as the order of items are subject to change at every meeting or with the agenda.

### **Section 4205.07**

The Board shall adjourn to the noted date and time of the next meeting.

### **Certification**

I hereby certify that the foregoing is a full, true, and correct copy of Policy 4205 adopted by the Board of Directors of the Georgetown Divide Public Utility District on July 10, 2024.

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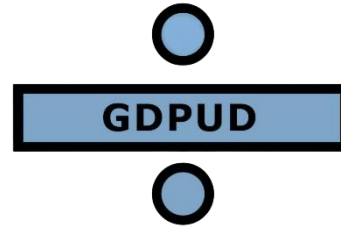
Nicholas Schneider, Clerk, and Ex-Officio  
Secretary, Board of Directors  
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

DISTRIBUTION:

**REPORT TO THE BOARD OF DIRECTORS**

**Board Meeting of July 10, 2024**

**Agenda Item No. 8. K.**



**AGENDA SECTION: ACTION ITEMS**

**SUBJECT: Discussion of Board of Directors Regular Meeting Schedule**

**PREPARED BY:** Elizabeth Olson, Executive Assistant

**Approved By:** Nicholas Schneider, General Manager

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**BACKGROUND**

Government Code section 54954 dictates that legislative bodies of local agencies shall provide by resolution or rule for the conduct of business by the body identifying the time and place for holding regular meetings.

**DISCUSSION**

During the regular Board of Directors meeting of November 14<sup>th</sup>, 2023, the adopted meeting schedule was considered. A motion amending the meeting schedule passed changing the regular Board meeting from the second Tuesday of each month to the first Thursday. During the June 6<sup>th</sup>, 2024 meeting, a Director requested further discussion of the meeting schedule which is listed below.

The **current adopted meeting schedule** is as follows:

- **Board of Directors** meeting the 1<sup>st</sup> Thursday at 2:00 p.m.
- **Irrigation Committee** the 3<sup>rd</sup> Tuesday at 2:00 p.m.
- **Finance Committee** the 4<sup>th</sup> Thursday at 3:00 p.m.

**FISCAL IMPACT**

There is no immediate fiscal impact associated with this discussion.

**CEQA ASSESSMENT**

This is not a CEQA project.

**RECOMMENDED ACTION**

Staff recommends the Board of Directors of the Georgetown Divide Public Utility District (GDPUD) discuss potential meeting changes and provide staff with direction.

**ALTERNATIVES**

The Board may (a) Request additional information, (b) Reject the discussion, and retain the current adopted meeting schedule.