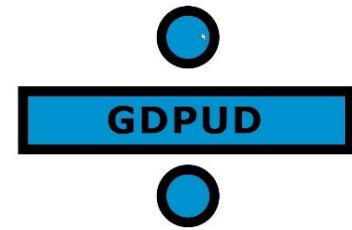


**REPORT TO THE BOARD OF DIRECTORS
BOARD MEETING OF AUGUST 9, 2022
AGENDA ITEM NO. 10.A.**



AGENDA SECTION: NEW BUSINESS

SUBJECT: REVIEW THE DISTRICT'S CONFLICT OF INTEREST CODE

PREPARED BY: Jessica Buckle, Office Finance Manager

APPROVED BY: Adam Coyan, General Manager

BACKGROUND

Every other year the County Registrar of Voters requests (Attachment 1) that the District review its Conflict of Interest Code ("Code") pursuant to Government Code 87306.5(a) (b) and amend the Code, if needed. If the Code is amended, the District must submit a copy of the amended Code to the County for presentation to the Board of Supervisors for approval. The Code was last amended in 2018 through Resolution 2018-48 and is included as Attachment 2.

DISCUSSION

Staff has reviewed the Conflict of Interest Code Review for the Year 2022 received from the Registrar of Voters. It has been determined that revisions to the District's Code are necessary to remove the position of Management Analyst and add the position of Office Finance Manager. The District is required to submit the 2022 Local Agency Biennial Notice (Attachment 3) no later than Friday, August 19, 2022.

Board approval is needed on the 2022 Local Agency Biennial Notice, and the Notice of Intent to Amend a Conflict of Interest Code (Attachment 4).

With the Board's approval, Staff will send the required forms to the County indicating that the Conflict of Interest Code needs to be amended and will publish the Notice of Intention in the August 18, 2022, issue of the Georgetown Gazette. Public comments will be accepted until October 3, 2022. As stated in the notice, no public hearing will be held unless one is requested in writing no later than 15 days prior to the close of the public comment period. If no comments are received, then Staff will make the changes identified in the attachments and submit the revised Conflict of Interest Code to the Board for adoption at the October 11, 2022, regular board meeting.

FISCAL IMPACT

There is no fiscal impact.

CEQA ASSESSMENT

This is not a CEQA Project.

RECOMMENDED ACTION

Staff recommends the Board of Directors adopt the attached resolution approving the 2022 Local Agency Biennial Review Notice, and the Notice of Intent to Amend a Conflict of Interest Code.

ATTACHMENTS

1. Notice from the County Registrar of Voters
2. Resolution 2018-48 Amending District's Conflict of Interest Code
3. 2022 Local Agency Biennial Notice
4. Notice of Intent to Amend Conflict-of-Interest Code
5. Resolution 2022-XX Amending District's Conflict of Interest Code

COUNTY OF EL DORADO

REGISTRAR OF VOTERS

Bill O'Neill

2850 Fairlane Court

PO Box 678001

Placerville CA 95667

www.edc.gov.us/elections/

Phone: 530.621.7480 Fax: 530.626.5514

Linda Webster - Assistant Registrar of Voters



June 2022

TO: All Districts in El Dorado County
FROM: Bill O'Neill
Registrar of Voters
RE: Conflict-of-Interest Code Review for the Year 2022

Read this entire document before board adopts the districts 2022 Conflict of Interest

IMPORTANT NOTE: "ALL" Statement of Economic Interests are required to be provided for public access Monday-Friday, 8:00 am to 5:00 pm.

The Political Reform Act requires every local special district to review its conflict-of-interest code every even-numbered year. Enclosed is a 2022 Local Agency Biennial Notice that must be completed and returned to the Elections Department **no later than Friday, August 19, 2022**. Please indicate on the Notice whether or not a revision to your district's code is necessary. If a revision is required, the amended conflict-of-interest code should follow within 90 days.

If you answer yes, to any of the questions below, your agency's code needs to be amended.

- *Is the current code more than five years old?*
- *Have there been any substantial changes to the district's organizational structure since the last code was approved?*
- *Have any positions been eliminated or re-named since the last code was approved?*
- *Have any new positions been added since the last code was approved?*
- *Have there been any substantial changes in duties or responsibilities for any positions since the last code as approved?*

Upon receipt of an amended conflict-of-interest code, the Elections Department will submit the amended code to County Counsel for review and subsequent presentation to the Board of Supervisors for approval. Please remember your agency's amended code is not effective until it is approved by the Board of Supervisors.

Enclosed is a sample Notice of Intention to Adopt or Amend a Conflict-of-Interest Code and a sample of a district's Conflict-of-Interest Code.

Attend a Workshop or Webinar: Schedules and information about seminars and webinars are available at www.fppc.ca.gov.

As always, if we can provide further information, please contact Kim Smith at (530) 621-7490.

Very truly yours,

Bill O'Neill

2022 Local Agency Biennial Notice

Name of Agency: _____

Mailing Address: _____

Contact Person: _____ Phone No. _____

Email: _____ Alternate Email: _____

Accurate disclosure is essential to monitor whether officials have conflicts of interest and to help ensure public trust in government. The biennial review examines current programs to ensure that the agency's code includes disclosure by those agency officials who make or participate in making governmental decisions.

This agency has reviewed its conflict of interest code and has determined that (check one BOX):

An amendment is required. The following amendments are necessary:

(Check all that apply.)

- Include new positions
- Revise disclosure categories
- Revise the titles of existing positions
- Delete titles of positions that have been abolished and/or positions that no longer make or participate in making governmental decisions
- Other (describe)

The code is currently under review by the code reviewing body.

No amendment is required. (If your code is over five years old, amendments may be necessary.)

Verification (to be completed if no amendment is required)

This agency's code accurately designates all positions that make or participate in the making of governmental decisions. The disclosure assigned to those positions accurately requires that all investments, business positions, interests in real property, and sources of income that may foreseeably be affected materially by the decisions made by those holding designated positions are reported. The code includes all other provisions required by Government Code Section 87302.

Signature

Date

All agencies must complete and return this notice regardless of how recently your code was approved or amended. Please return this notice **no later than August 19, 2022**, or by the date specified by your agency, if earlier, to:

Election Department
PO Box 678001, Placerville, CA 95667

PLEASE DO NOT RETURN THIS FORM TO THE FPPC.

(Your agency would fill in the underscored inserts)

(Name of Agency)

NOTICE OF INTENTION TO ADOPT OR AMEND A
CONFLICT-OF-INTEREST CODE

NOTICE IS HEREBY GIVEN that the (your agency's name) intends to adopt or amend a conflict-of-interest code pursuant to Government Code Section 87300 and 87306. Pursuant to Government Code Section 87302, the code will designate employees who must disclose certain investments, income, interests in real property and business positions, and who must disqualify themselves from making or participating in the making of governmental decisions affecting those interests.

A written comment period has been established commencing on (first day of 45-day period) and terminating on (last day of 45-day comment period). Any interested person may present written comments concerning the proposed code no later than (last day of 45-day comment period) to the (your agency's name and address). No public hearing on this matter will be held unless any interested person or his or her representative requests no later than 15 days prior to the close of the written comment period, a public hearing.

The (your agency's name) has prepared a written explanation of the reasons for the designations and the disclosure responsibilities and has available all of the information upon which its proposal is based.

(Describe the proposed code or amendment in general terms. Include a concise, clear summary of the provisions of the existing code, if any, which will be affected by the proposed amendments and a summary of how those provisions will be affected by the proposed amendments.)

Copies of the proposed code and all of the information upon which it is based may be obtained from the (your agency's name and address). Any inquiries concerning the proposed code should be directed to (name of agency official and telephone number, email (optional)).

NOTE: This notice should be filed with the Fair Political Practices Commission and served individually on agency employees and officers affected by this code 45 days prior to agency action.

SAMPLE

CONFLICT OF INTEREST CODE

(Insert District Name)

The Political Reform Act, Government Code §81000 et seq., requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation, 2 Cal. Code of Regs. §18730, which contains the terms of a standard conflict of interest code. It can be incorporated by reference into a local conflict of interest code, and may be amended by the FPPC after public notice and hearing to conform to amendments to the Political Reform Act. Therefore the terms of 2 Cal. Code of Regs. §18730 and any amendment to it duly adopted by the FPPC are hereby incorporated herein by this reference and, along with the Appendix of Designated Positions and Disclosure Categories set forth below, constitute the conflict of interest of the (Insert District Name). This conflict of interest code supersedes all prior codes, which are hereby rescinded.

Designated employees shall file their original signed statement of economic interests with the (Insert District Name). Statements are public records and will be made available for public inspection and reproduction during normal business hours, 8am to 5pm, Monday-Friday.

Appendix of Designated Positions and Disclosure Categories

The designated employees, who have been determined to make or participate in making decisions that may foreseeably have a material effect on an economic interest, are:

- (Example) Members of the Board of Directors
- (Example) General Manager
- (Example) Consultants*

The disclosure category for the designated positions is: all interests in real property in the district, and all investments, business positions and income (including gifts, loans and travel payments) from sources that provide goods, equipment, vehicles, machinery or services of the type utilized by the (Insert District Name).

*Consultants are those persons defined in Title 2, California code of Regulation, §18701(a)(2) who contract with the district to provide services. The General Manager may determine in writing that a particular consultant, although occupying a designated position, is hired to perform a range of duties that is limited in scope and thus is not required to comply fully with the disclosure requirement described in this code. Such determination shall include a description of the consultant's duties and, based upon the description, a statement of the extent of disclosure requirements. The General Manager's determination is a public record and shall be retained for public inspection in the same manner and location as this conflict of interest code. The definition of consultant in 2 CCR §18701(a)(2) is:

"Consultant" means any individual who, pursuant to a contract with a state or local government agency:

(A) Makes a governmental decision whether to:

- (i) Approve a rate, rule or regulation;*
- (ii) Adopt or enforce a law;*
- (iii) Issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement;*
- (iv) Authorize the agency to enter into, modify, or renew a contract provided it is the type of contract that requires agency approval;*
- (v) Grant agency approval to a contract that requires agency approval and to which the the agency is a party, or to the specification for such a contract;*
- (vi) Grant agency approval to a plan, design, report, study, or similar item;*
- (vii) Adopt, or grant agency approval of, policies, standards, or guidelines for the agency, or for any subdivision thereof: or*

(B) Serves in a staff capacity with the agency and in that capacity participates in making a governmental decision as defined in regulation 18702.2 or performs the same or substantially all the same duties for the agency that would otherwise be performed by an individual holding a position specified in the agency's Conflict of Interest Code under Government Code section 87302.

The above local conflict of interest code was adopted by the board of directors of the (Insert District Name) at a regular meeting of the board held on the _____ day of _____, 2022.

Aye votes:

No votes:

Absent

Chair, Board of Directors

RESOLUTION NO. 2018-48
OF THE BOARD OF DIRECTORS OF THE
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT
AMENDING ITS CONFLICT OF INTEREST CODE
AND AUTHORIZING THE FILING THEREOF WITH THE
EL DORADO COUNTY CLERK

WHEREAS, the Georgetown Divide Public Utility District (District) adopted a Conflict of Interest Code in El Dorado County; and; and

WHEREAS, it is appropriate for the District to update and amend its disclosure categories for its Conflict of Interest Code.

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

1. Notice of a Public Hearing for the amendment of the disclosure categories to its Conflict of Interest Code, as of the date of this Resolution, together with its Appendices for the Georgetown Divide Public Utility District, was given by publication in the Georgetown Gazette at the times set forth in the Affidavit of Publication on file with the Secretary attached to this Resolution.

2. All officers and designated employees of the Georgetown Divide Public Utility District affected by the Code and the Appendices have been notified and received copies of the Conflict of Interest Code and Appendices.

3. After the Public Hearing as so noticed, and there being no oral or written comments received, the Board of Directors takes the action by this Resolution hereafter set forth.

4. The Conflict of Interest Code, as amended, for state and local agencies as set forth by the Fair Political Practices Commission is hereby adopted by reference as the Conflict of Interest Code for Georgetown Divide Public Utility District, a copy of which is attached to this Resolution and made a part hereof.

5. The Appendices for the Georgetown Divide Public Utility District to said Conflict of Interest Code, adopted by this Resolution, setting forth the Disclosure Categories and Designated Employee Positions is attached to said Code and made a part of the Code.

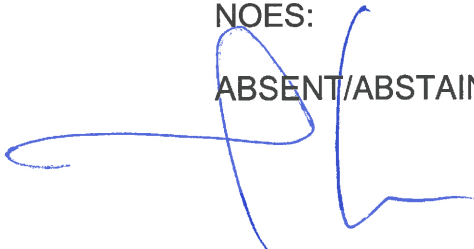
6. The Board of Directors authorizes a certified copy of this Resolution and the Code, including the Appendices, be submitted to the El Dorado County Clerk, Elections Department, for review and County approval in accordance with the applicable Government Code and Fair Political Practices Commission regulations.

PASSED AND ADOPTED by the Board of Directors of the Georgetown Divide Public Utility District at a meeting of said Board held on the 9th day of October 2018, by the following vote:

AYES: *Haepin, Hanschild, Souza, Uso, Wadle*

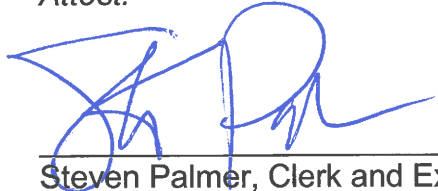
NOES:

ABSENT/ABSTAIN:



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

Attest:



Steven Palmer, Clerk and Ex officio
Secretary, Board of Directors
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

**CONFLICT OF INTEREST CODE FOR THE
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT**

The Political Reform Act, Government Code Section 81000, et seq., requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation, 2 California Code of Regulations Section 18730, which contains the terms of a standard conflict of interest code. It can be incorporated by reference and may be amended by the Fair Political Practices Commission after public notice and hearings to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code Regulations Section 18730, attached hereto, and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference and, along with the attached Appendix in which members and employees are designated and disclosure categories are set forth, constitute the conflict of interest code of the Georgetown Divide Public Utility District.

Pursuant to Section 18730 of Title 2 California Code of Regulations, Board Members, the General Manager and designated employees of Georgetown Divide Public Utility District shall file statements of economic interests with the Clerk of the District. Upon receipt of the statements of the Georgetown Divide Public Utility District Board Members, General Manager and other designated employees, the Clerk of the District shall make and retain a copy of each statement and forward the original of these statements to the El Dorado County Elections Department. The District Clerk shall make all statements of economic interests available for public inspection and reproduction.

(Regulations of the Fair Political Practices Commission, Title 2, Division 6, California Code of Regulations.)

§ 18730. Provisions of Conflict of Interest Codes.

(a) Incorporation by reference of the terms of this regulation along with the designation of employees and the formulation of disclosure categories in the Appendix referred to below constitute the adoption and promulgation of a conflict of interest code within the meaning of Government Code section 87300 or the amendment of a conflict of interest code within the meaning of Government Code section 87306 if the terms of this regulation are substituted for terms of a conflict of interest code already in effect. A code so amended or adopted and promulgated requires the reporting of reportable items in a manner substantially equivalent to the requirements of article 2 of chapter 7 of the Political Reform Act, Government Code sections 81000, et seq. The requirements of a conflict of interest code are in addition to other requirements of the Political Reform Act, such as the general prohibition against conflicts of interest contained in Government Code section 87100, and to other state or local laws pertaining to conflicts of interest.

(b) The terms of a conflict of interest code amended or adopted and promulgated pursuant to this regulation are as follows:

(1) Section 1. Definitions.

The definitions contained in the Political Reform Act of 1974, regulations of the Fair Political Practices Commission (2 Cal. Code of Regs. sections 18110, et seq.), and any amendments to the Act or regulations, are incorporated by reference into this conflict of interest code.

(2) Section 2. Designated Employees.

The persons holding positions listed in the Appendix are designated employees. It has been determined that these persons make or participate in the making of decisions which may foreseeably have a material effect on economic interests.

(3) Section 3. Disclosure Categories.

This code does not establish any disclosure obligation for those designated employees who are also specified in Government Code section 87200 if they are designated in this code in that same capacity or if the geographical jurisdiction of this agency is the same as or is wholly included within the jurisdiction in which those persons must report their economic interests pursuant to article 2 of chapter 7 of the Political Reform Act, Government Code sections 87200, et seq.

In addition, this code does not establish any disclosure obligation for any designated employees who are designated in a conflict of interest code for another agency, if all of the following apply:

- (A) The geographical jurisdiction of this agency is the same as or is wholly included within the jurisdiction of the other agency;
- (B) The disclosure assigned in the code of the other agency is the same as that required under article 2 of chapter 7 of the Political Reform Act, Government Code section 87200; and
- (C) The filing officer is the same for both agencies.¹

Such persons are covered by this code for disqualification purposes only. With respect to all other designated employees, the disclosure categories set forth in the Appendix specify which kinds of economic interests are reportable. Such a designated employee shall disclose in his or her statement of economic interests those economic interests he or she has which are of the kind described in the disclosure categories to which he or she is assigned in the Appendix. It has been determined that the economic interests set forth in a designated employee's disclosure categories are the kinds of economic interests which he or she foreseeably can affect materially through the conduct of his or her office.

(4) Section 4. Statements of Economic Interests: Place of Filing.

The code reviewing body shall instruct all designated employees within its code to file statements of economic interests with the agency or with the code reviewing body, as provided by the code reviewing body in the agency's conflict of interest code.²

(5) Section 5. Statements of Economic Interests: Time of Filing.

(A) Initial Statements. All designated employees employed by the agency on the effective date of this code, as originally adopted, promulgated and approved by the code reviewing body, shall file statements within 30 days after the effective date of this code. Thereafter, each person already in a position when it is designated by an amendment to this code shall file an initial statement within 30 days after the effective date of the amendment.

(B) Assuming Office Statements. All persons assuming designated positions after the effective date of this code shall file statements within 30 days after assuming the designated positions, or if subject to State Senate confirmation, 30 days after being nominated or appointed.

(C) Annual Statements. All designated employees shall file statements no later than April 1.

(D) Leaving Office Statements. All persons who leave designated positions shall file statements within 30 days after leaving office.

(5.5) Section 5.5. Statements for Persons Who Resign Prior to Assuming Office.

Any person who resigns within 12 months of initial appointment, or within 30 days of the date of notice provided by the filing officer to file an assuming office statement, is not deemed to have assumed office or left office, provided he or she did not make or participate in the making of, or use his or her position to influence any decision and did not receive or become entitled to receive any form of payment as a result of his or her appointment. Such persons shall not file either an assuming or leaving office statement.

(A) Any person who resigns a position within 30 days of the date of a notice from the filing officer shall do both of the following:

(1) File a written resignation with the appointing power; and

(2) File a written statement with the filing officer declaring under penalty of perjury that during the period between appointment and resignation he or she did not make, participate in the making, or use the position to influence any decision of the agency or receive, or become entitled to receive, any form of payment by virtue of being appointed to the position.

(6) Section 6. Contents of and Period Covered by Statements of Economic Interests.

(A) Contents of Initial Statements.

Initial statements shall disclose any reportable investments, interests in real property and business positions held on the effective date of the code and income received during the 12 months prior to the effective date of the code.

(B) Contents of Assuming Office Statements.

Assuming office statements shall disclose any reportable investments, interests in real property and business positions held on the date of assuming office or, if subject to State Senate confirmation or appointment, on the date of nomination, and income received during the 12 months prior to the date of assuming office or the date of being appointed or nominated, respectively.

(C) Contents of Annual Statements. Annual statements shall disclose any reportable investments, interests in real property, income and business positions held or received during the previous calendar year provided, however, that the period covered by an employee's first annual statement shall begin on the effective date of the code or the date of assuming office whichever is later, or for a board or commission member subject to Government Code section 87302.6, the day after the closing date of the most recent statement filed by the member pursuant to 2 Cal. Code Regs. section 18754.

(D) Contents of Leaving Office Statements.

Leaving office statements shall disclose reportable investments, interests in real property, income and business positions held or received during the period between the closing date of the last statement filed and the date of leaving office.

(7) Section 7. Manner of Reporting.

Statements of economic interests shall be made on forms prescribed by the Fair Political Practices Commission and supplied by the agency, and shall contain the following information:

(A) Investment and Real Property Disclosure.

When an investment or an interest in real property³ is required to be reported,⁴ the statement shall contain the following:

1. A statement of the nature of the investment or interest;
2. The name of the business entity in which each investment is held, and a general description of the business activity in which the business entity is engaged;
3. The address or other precise location of the real property;
4. A statement whether the fair market value of the investment or interest in real property equals or exceeds two thousand dollars (\$2,000), exceeds ten thousand dollars (\$10,000), exceeds one hundred thousand dollars (\$100,000), or exceeds one million dollars (\$1,000,000).

(B) Personal Income Disclosure. When personal income is required to be reported,⁵ the statement shall contain:

1. The name and address of each source of income aggregating five hundred dollars (\$500) or more in value, or fifty dollars (\$50) or more in value if the income was a gift, and a general description of the business activity, if any, of each source;

2. A statement whether the aggregate value of income from each source, or in the case of a loan, the highest amount owed to each source, was one thousand dollars (\$1,000) or less, greater than one thousand dollars (\$1,000), greater than ten thousand dollars (\$10,000), or greater than one hundred thousand dollars (\$100,000);

3. A description of the consideration, if any, for which the income was received;

4. In the case of a gift, the name, address and business activity of the donor and any intermediary through which the gift was made; a description of the gift; the amount or value of the gift; and the date on which the gift was received;

5. In the case of a loan, the annual interest rate and the security, if any, given for the loan and the term of the loan.

(C) Business Entity Income Disclosure. When income of a business entity, including income of a sole proprietorship, is required to be reported,⁶ the statement shall contain:

1. The name, address, and a general description of the business activity of the business entity;

2. The name of every person from whom the business entity received payments if the filer's pro rata share of gross receipts from such person was equal to or greater than ten thousand dollars (\$10,000).

(D) Business Position Disclosure. When business positions are required to be reported, a designated employee shall list the name and address of each business entity in which he or she is a director, officer, partner, trustee, employee, or in which he or she holds any position of management, a description of the business activity in which the business entity is engaged, and the designated employee's position with the business entity.

(E) Acquisition or Disposal During Reporting Period. In the case of an annual or leaving office statement, if an investment or an interest in real property was partially or wholly acquired or disposed of during the period covered by the statement, the statement shall contain the date of acquisition or disposal.

(8) Section 8. Prohibition on Receipt of Honoraria.

(A) No member of a state board or commission, and no designated employee of a state or local government agency, shall accept any honorarium from any source, if the member or employee would be required to report the receipt of income or gifts from that source on his or her statement of economic interests. This section shall not apply to any part-time member of the governing board of any public institution of higher education, unless the member is also an elected official.

Subdivisions (a), (b), and (c) of Government Code Section 89501 shall apply to the prohibitions in this section.

This section shall not limit or prohibit payments, advances, or reimbursements for travel and related lodging and subsistence authorized by Government Code section 89506.

(8.1) Section 8.1. Prohibition on Receipt of Gifts in Excess of \$420.

(A) No member of a state board or commission, and no designated employee of a state or local government agency, shall accept gifts with a total value of more than \$420 in a calendar year from any single source, if the member or employee would be required to report the receipt of income or gifts from that source on his or her statement of economic interests. This section shall not apply to any part-time member of the governing board of any public institution of higher education, unless the member is also an elected official.

Subdivisions (e), (f), and (g) of Government Code section 89503 shall apply to the prohibitions in this section.

(8.2) Section 8.2. Loans to Public Officials.

(A) No elected officer of a state or local government agency shall, from the date of his or her election to office through the date that he or she vacates office, receive a personal loan from any officer, employee, member, or consultant of the state or local government agency in which the elected officer holds office or over which the elected officer's agency has direction and control.

(B) No public official who is exempt from the state civil service system pursuant to subdivisions (c), (d), (e), (f), and (g) of Section 4 of Article VII of the Constitution shall, while he or she holds office, receive a personal loan from any officer, employee, member, or consultant of the state or local government agency in which the public official holds office or over which the public official's agency has direction and control. This subdivision shall not apply to loans made to a public official whose duties are solely secretarial, clerical, or manual.

(C) No elected officer of a state or local government agency shall, from the date of his or her election to office through the date that he or she vacates office, receive a personal loan from any person who has a contract with the state or local government agency to which that elected officer has been elected or over which that elected officer's agency has direction and control. This subdivision shall not apply to loans made by banks or other financial institutions or to any indebtedness created as part of a retail installment or credit card transaction, if the loan is made or the indebtedness created in the lender's regular course of business on terms available to members of the public without regard to the elected officer's official status.

(D) No public official who is exempt from the state civil service system pursuant to subdivisions (c), (d), (e), (f), and (g) of Section 4 of Article VII of the Constitution shall, while he or she holds office, receive a personal loan from any person who has a contract with the state or local government agency to which that elected officer has been elected or over which that elected officer's agency has direction and control. This subdivision shall not apply to loans made by banks or other financial institutions or to any indebtedness created as part of a retail installment or credit card transaction, if the loan is made or the indebtedness created in the lender's regular course of business on terms available to members of the public without regard to the elected officer's official status. This subdivision shall not apply to loans made to a public official whose duties are solely secretarial, clerical, or manual.

(E) This section shall not apply to the following:

1. Loans made to the campaign committee of an elected officer or candidate for elective office.

2. Loans made by a public official's spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, aunt, uncle, or first cousin, or the spouse of any such persons, provided that the person making the loan is not acting as an agent or intermediary for any person not otherwise exempted under this section.

3. Loans from a person which, in the aggregate, do not exceed five hundred dollars (\$500) at any given time.

4. Loans made, or offered in writing, before January 1, 1998.

(8.3) Section 8.3. Loan Terms.

(A) Except as set forth in subdivision (B), no elected officer of a state or local government agency shall, from the date of his or her election to office through the date he or she vacates office, receive a personal loan of five hundred dollars (\$500) or more, except when the loan is in writing and clearly states the terms of the loan, including the parties to the loan agreement, date of the loan, amount of the loan, term of the loan, date or dates when payments shall be due on the loan and the amount of the payments, and the rate of interest paid on the loan.

(B) This section shall not apply to the following types of loans:

1. Loans made to the campaign committee of the elected officer.

2. Loans made to the elected officer by his or her spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, aunt, uncle, or first cousin, or the spouse of any such person, provided that the person making the loan is not acting as an agent or intermediary for any person not otherwise exempted under this section.

3. Loans made, or offered in writing, before January 1, 1998.

(C) Nothing in this section shall exempt any person from any other provision of Title 9 of the Government Code.

(8.4) Section 8.4. Personal Loans.

(A) Except as set forth in subdivision (B), a personal loan received by any designated employee shall become a gift to the designated employee for the purposes of this section in the following circumstances:

1. If the loan has a defined date or dates for repayment, when the statute of limitations for filing an action for default has expired.

2. If the loan has no defined date or dates for repayment, when one year has elapsed from the later of the following:

- a. The date the loan was made.
- b. The date the last payment of one hundred dollars (\$100) or more was made on the loan.
- c. The date upon which the debtor has made payments on the loan aggregating to less than two hundred fifty dollars (\$250) during the previous 12 months.

(B) This section shall not apply to the following types of loans:

1. A loan made to the campaign committee of an elected officer or a candidate for elective office.

2. A loan that would otherwise not be a gift as defined in this title.

3. A loan that would otherwise be a gift as set forth under subdivision (A), but on which the creditor has taken reasonable action to collect the balance due.

4. A loan that would otherwise be a gift as set forth under subdivision (A), but on which the creditor, based on reasonable business considerations, has not undertaken collection action. Except in a criminal action, a creditor who claims that a loan is not a gift on the basis of this paragraph has the burden of proving that the decision for not taking collection action was based on reasonable business considerations.

5. A loan made to a debtor who has filed for bankruptcy and the loan is ultimately discharged in bankruptcy.

(C) Nothing in this section shall exempt any person from any other provisions of Title 9 of the Government Code.

(9) Section 9. Disqualification.

No designated employee shall make, participate in making, or in any way attempt to use his or her official position to influence the making of any governmental decision which he or she knows or has reason to know will have a reasonably foreseeable material financial effect, distinguishable from its effect on the public generally, on the official or a member of his or her immediate family or on:

(A) Any business entity in which the designated employee has a direct or indirect investment worth two thousand dollars (\$2,000) or more;

(B) Any real property in which the designated employee has a direct or indirect interest worth two thousand dollars (\$2,000) or more;

(C) Any source of income, other than gifts and other than loans by a commercial lending institution in the regular course of business on terms available to the public without regard to official status, aggregating five hundred dollars (\$500) or more in value provided to,

received by or promised to the designated employee within 12 months prior to the time when the decision is made;

(D) Any business entity in which the designated employee is a director, officer, partner, trustee, employee, or holds any position of management; or

(E) Any donor of, or any intermediary or agent for a donor of, a gift or gifts aggregating \$420 or more provided to, received by, or promised to the designated employee within 12 months prior to the time when the decision is made.

(9.3) Section 9.3. Legally Required Participation.

No designated employee shall be prevented from making or participating in the making of any decision to the extent his or her participation is legally required for the decision to be made. The fact that the vote of a designated employee who is on a voting body is needed to break a tie does not make his or her participation legally required for purposes of this section.

(9.5) Section 9.5. Disqualification of State Officers and Employees.

In addition to the general disqualification provisions of section 9, no state administrative official shall make, participate in making, or use his or her official position to influence any governmental decision directly relating to any contract where the state administrative official knows or has reason to know that any party to the contract is a person with whom the state administrative official, or any member of his or her immediate family has, within 12 months prior to the time when the official action is to be taken:

(A) Engaged in a business transaction or transactions on terms not available to members of the public, regarding any investment or interest in real property; or

(B) Engaged in a business transaction or transactions on terms not available to members of the public regarding the rendering of goods or services totaling in value one thousand dollars (\$1,000) or more.

(10) Section 10. Disclosure of Disqualifying Interest.

When a designated employee determines that he or she should not make a governmental decision because he or she has a disqualifying interest in it, the determination not to act may be accompanied by disclosure of the disqualifying interest.

(11) Section 11. Assistance of the Commission and Counsel.

Any designated employee who is unsure of his or her duties under this code may request assistance from the Fair Political Practices Commission pursuant to Government Code section 83114 and 2 Cal. Code Regs. sections 18329 and 18329.5 or from the attorney for his or her agency, provided that nothing in this section requires the attorney for the agency to issue any formal or informal opinion.

(12) Section 12. Violations.

This code has the force and effect of law. Designated employees violating any provision of this code are subject to the administrative, criminal and civil sanctions provided in the Political Reform Act, Government Code sections 81000-91014. In addition, a decision in relation to which a violation of the disqualification provisions of this code or of Government Code section 87100 or 87450 has occurred may be set aside as void pursuant to Government Code section 91003.

¹Designated employees who are required to file statements of economic interests under any other agency's conflict of interest code, or under article 2 for a different jurisdiction, may expand their statement of economic interests to cover reportable interests in both jurisdictions, and file copies of this expanded statement with both entities in lieu of filing separate and distinct statements, provided that each copy of such expanded statement filed in place of an original is signed and verified by the designated employee as if it were an original. See Government Code section 81004.

²See Government Code section 81010 and 2 Cal. Code of Regs. section 18115 for the duties of filing officers and persons in agencies who make and retain copies of statements and forward the originals to the filing officer.

³For the purpose of disclosure only (not disqualification), an interest in real property does not include the principal residence of the filer.

⁴Investments and interests in real property which have a fair market value of less than \$2,000 are not investments and interests in real property within the meaning of the Political Reform Act. However, investments or interests in real property of an individual include those held by the individual's spouse and dependent children as well as a pro rata share of any investment or interest in real property of any business entity or trust in which the individual, spouse and dependent children own, in the aggregate, a direct, indirect or beneficial interest of 10 percent or greater.

⁵A designated employee's income includes his or her community property interest in the income of his or her spouse but does not include salary or reimbursement for expenses received from a state, local or federal government agency.

⁶Income of a business entity is reportable if the direct, indirect or beneficial interest of the filer and the filer's spouse in the business entity aggregates a 10 percent or greater interest. In addition, the disclosure of persons who are clients or customers of a business entity is required only if the clients or customers are within one of the disclosure categories of the filer.

GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

CONFLICT OF INTEREST CODE

APPENDIX A

DESIGNATED EMPLOYEE POSITIONS

The following employees are designated employees under the Conflict of Interest Code for the Georgetown Divide Public Utility District:

Directors
Attorney
General Manager
Operations Managers
Business/Finance Manager
Management Analyst

The aforesaid designated employees shall comply with disclosure categories 1 through 6.

Specialized Consultant: The Special Consultants employed by the District in a decision-making capacity shall make such disclosure as the General Manager shall determine is required by any particular consultant or any particular task order of employment.

GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

CONFLICT OF INTEREST CODE

APPENDIX B

DISCLOSURE CATEGORIES

- CATEGORY 1: Investments, business positions in business entities, and sources of income, of the type which contract with the agency to supply materials, commodities, supplies, books, machinery, vehicles, or equipment utilized by the agency.
- CATEGORY 2: Investments, business positions in business entities, and sources of income, which are contractors, subcontractors, or consultants engaged in the performance of work or services of the type utilized by the agency, including, but not limited to, insurance companies, carriers, holding companies, underwriters, agents, or accounting firms.
- CATEGORY 3: Investments, business positions in business entities, and sources of income, which have filed claims against the agency.
- CATEGORY 4: All interest in real property located within the jurisdiction of the District or within two miles of its boundaries except for the primary residence.
- CATEGORY 5: All investments in, and sources of income from business entities doing business within the jurisdiction of the Georgetown Divide Public Utility District. All investments and sources of income from business entities having done business within the jurisdiction of said District during the past two years. All investments and sources of income from business entities planning to do business within the jurisdiction of said District, and all other sources of income within the jurisdiction of said District.
- CATEGORY 6: All investments and business positions in any business entity and income from any source which is (1) a private water company; or (2) an entity or person engaged in real estate, or real estate development within the jurisdiction of the District.

CERTIFICATION

I hereby certify that the foregoing is a full, true and correct copy of Resolution 2018-48 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 9th day of October 2018.



Steven Palmer, Clerk and Ex officio
Secretary, Board of Directors
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

2022 Local Agency Biennial Notice

Name of Agency: GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

Mailing Address: 4780 MOUNTAINVIEW DRIVE, LOTUS, CA 95651

Contact Person: JESSICA BUCKLE, OFFICE FINANCE MANAGER Phone No. (530) 333-4356

Email: jbuckle@gd-pud.org Alternate Email: gm@gd-pud.org

Accurate disclosure is essential to monitor whether officials have conflicts of interest and to help ensure public trust in government. The biennial review examines current programs to ensure that the agency's code includes disclosure by those agency officials who make or participate in making governmental decisions.

This agency has reviewed its conflict of interest code and has determined that (check one BOX):

X An amendment is required. The following amendments are necessary:

(Check all that apply.)

Include new positions

Revise disclosure categories

Revise the titles of existing positions

Delete titles of positions that have been abolished and/or positions that no longer make or participate in making governmental decisions

Other (describe)

The code is currently under review by the code reviewing body.

No amendment is required. (If your code is over five years old, amendments may be necessary.)

Verification (to be completed if no amendment is required)

This agency's code accurately designates all positions that make or participate in the making of governmental decisions. The disclosure assigned to those positions accurately requires that all investments, business positions, interests in real property, and sources of income that may foreseeably be affected materially by the decisions made by those holding designated positions are reported. The code includes all other provisions required by Government Code Section 87302.

Signature

Date

All agencies must complete and return this notice regardless of how recently your code was approved or amended. Please return this notice **no later than August 19, 2022**, or by the date specified by your agency, if earlier, to:

Election Department
PO Box 678001, Placerville, CA 95667

PLEASE DO NOT RETURN THIS FORM TO THE FPPC.

Georgetown Divide Public Utility District

NOTICE OF INTENTION TO ADOPT OR AMEND A
CONFLICT-OF-INTEREST CODE

NOTICE IS HEREBY GIVEN that the Georgetown Divide Public Utility District intends to adopt or amend a conflict-of-interest code pursuant to Government Code Section 87300 and 87306. Pursuant to Government Code Section 87302, the code will designate employees who must disclose certain investments, income, interests in real property and business positions, and who must disqualify themselves from making or participating in the making of governmental decisions affecting those interests.

A written comment period has been established commencing on August 22, 2018 and terminating on October 8, 2018. Any interested person may present written comments concerning the proposed code no later than October 8, 2018 to the Georgetown Divide Public Utility District at 6425 Main St, PO Box 4240 Georgetown, CA 95634. No public hearing on this matter will be held unless any interested person or his or her representative requests no later than 15 days prior to the close of the written comment period, a public hearing.

The Georgetown Divide Public Utility District has prepared a written explanation of the reasons for the designations and the disclosure responsibilities and has available all of the information upon which its proposal is based.

The Conflict of Interest Code is being amended to remove the position of Management Analyst and replace it with Office Finance Manager to Appendix A.

Copies of the proposed code and all of the information upon which it is based may be obtained from the Georgetown Divide Public Utility District at 6425 Main St Georgetown, CA 95634. Any inquiries concerning the proposed code should be directed to Jessica Buckle at (530)-333-4356.

NOTE: This notice should be filed with the Fair Political Practices Commission and served individually on agency employees and officers affected by this Code 45 days prior to agency action.

RESOLUTION NO. 2022-XX

**OF THE BOARD OF DIRECTORS OF THE
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT
APPROVING THE 2022 LOCAL AGENCY BIENNIAL NOTICE,
BIENNIAL CONFLICT OF INTEREST REVIEW, AND THE
NOTICE OF INTENT TO AMEND A CONFLICT OF INTEREST CODE**

WHEREAS, every other year the County Recorder-Clerk-Registrar of Voters requests that the District review its Conflict of Interest Code pursuant to Government Code 87306.5(a)(b), amend its code if needed, and submit an amended code to the County; and

WHEREAS, District Staff reviewed the 2022 Local Agency Biennial Notice provided by the County Registrar of Voters and found that the District's Conflict of Interest Code needs to be amended to remove the position of Management Analyst and add the position of Office Finance Manager; and

WHEREAS, since an amendment is required, the District must complete and submit the 2022 Local Agency Biennial Review, Biennial Conflict of Interest Review, and the Notice of Intent to Amend a Conflict of Interest Code to the County; and

WHEREAS, the District is also required to publish the Notice of Intent to Amend a Conflict of Interest Code in the local newspaper at least 45 days prior to the Board taking final action.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE BOARD OF DIRECTORS OF THE GEORGETOWN PUBLIC UTILITY DISTRICT THAT:

1. The 2022 Local Agency Biennial Review, Biennial Conflict of Interest Review, and the Notice of Intent to Amend a Conflict of Interest Code are approved, and the General Manager is directed to submit these and all required forms to the County.
2. The General Manager is directed to publish the Notice of Intent to Amend a Conflict of Interest Code in the local newspaper at least 45 days prior to the Board taking final action.

PASSED AND ADOPTED by the Board of Directors of the Georgetown Divide Public Utility District at a meeting of said Board held on the 9th day of August 2022, by the following vote:

AYES:

NOES:

ABSENT/ABSTAIN:

Michael Saunders, President, Board of Directors
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

Attest:

Adam Coyan, 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 2022-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 9th day of August 2022.

Adam Coyan, Clerk and Ex officio
Secretary, Board of Directors
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

**REPORT TO THE BOARD OF DIRECTORS
BOARD MEETING OF AUGUST 9, 2021
AGENDA ITEM NO. 10.B.**



AGENDA SECTION: NEW BUSINESS

SUBJECT: CONSIDER APPROVING REQUEST FOR QUALIFICATIONS FOR LEGAL COUNSEL SERVICES AND AUTHORIZING THE GENERAL MANAGER TO ISSUE THE RFQ

PREPARED BY: Adam Coyan, General Manager

BACKGROUND

Since August 15, 2013, the District has been receiving Legal Counsel Services from Churchwell White, LLP, now known as White Brenner, LLP.

DISCUSSION

On July 12, 2022, the Board of Directors directed Staff to prepare a Request for Qualifications for legal services. Attachment 1 is the RFQ for the Board's consideration.

FISCAL IMPACT

There is no financial impact identified at this time.

CEQA ASSESSMENT

This is not a CEQA Project.

RECOMMENDED ACTION

Staff recommends the Board of Directors of the Georgetown Divide Public Utility District approve the Request for Qualifications for legal services and authorize the General Manager to issue the RFQ.

ALTERNATIVES

Deny Staff's request and provide alternative direction.

ATTACHMENT:

1. RFQ for Legal Counsel Services
2. Sample PSA
3. Resolution 2022-XX



GDPUD



GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

REQUEST FOR QUALIFICATIONS

Legal Counsel Services

Responders to this Request for Qualifications (RFQ) must deliver one signed original, two (2) copies, and one electronic copy of the proposal.

Proposal Submission Deadline (date/time): _____, 2022 at 2:00pm

Submit Proposal to: Georgetown Divide Public Utility District Office
6425 Main Street
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 RFQ, 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 RFQs is at the following website: http://gd-pud.org/#Bids_&_Proposals

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REQUEST FOR QUALIFICATIONS For Services as District General Counsel

SECTION 1 — INTRODUCTION

The Georgetown Divide Public Utility District (the District) invites interested law firms and individuals to provide general counsel legal services for the District. The selected firm or attorney reports directly to the District Board of Directors (Board), as represented by the Board President, and will be awarded a Professional Services Agreement for a one-year period with an option to continue service for one year subject to a 30-day cancellation.

The District will use a “Qualifications Based Selection” process in determining which legal firm to be selected for the contract. The process will include an evaluation and ranking of firms based on set evaluation criteria. Top ranking firms may be asked to participate in an oral interview.

The District will open and review the proposal of the top ranked legal firm. If for any reason an acceptable contract cannot be negotiated with the top ranked consultant, 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 or omissions.

Submission of a proposal indicates acceptance by the firm of the conditions contained in this Request for Proposals (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 RFQ

This RFQ describes the general Scope of Services, necessary RFQ components, consultant selection process, and required format of the RFQ, as well as a sample copy of the District’s Professional Services Agreement included in Attachment A.

1.2 RFP Schedule

Advertisement of RFQ	(date)
Deadline for Questions	(date)
Response to Questions	(date)
Deadline for RFQ Submittal	No later than 2:00 PM, (date)
Final Consultant Selection	Anticipated (date)

1.3 General Selection Process

The District is seeking proposals from qualified law firms (referred hereinafter as the “firm”, “attorney”, or “proposer”) to serve as primary agent responsible for providing a broad range of general legal services to the District. The purpose of this RFQ is for the firm to demonstrate that it has the background, qualifications, competence, and capability to undertake these services with the District. The District intends to select a legal firm based on demonstrated competence and qualifications for the 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 Firm
- Understanding of Scope of Work
- Similar Experience / References

The firm/attorney may be either selected based on information included in the proposal or the firm/attorney may be requested to interview prior to final selection.

SECTION 2 — SCOPE OF SERVICES

The firm shall provide Legal Counsel services to the District.

Required tasks associated with Legal Counsel services are as follows:

1. Attend a board meeting when requested by the Board President either physically or via teleconference;
2. Advise the Board of Directors and District Staff on Special District government legal matters, including the Brown Act, and parliamentary procedures for running meetings, public official conflict of interest requirements, ethics, risk avoidance, and legal compliance.
3. Prepare and/or review all ordinances, resolutions, contracts, and other agreements entered into by District staff and requested by the Board President;
4. Review and comment in a timely manner on documents prepared by District Staff and requested by the Board President, including meeting materials, agendas, and correspondence;
5. Research and submit legal opinions on Special District or other legal matters as

requested by the Board President;

6. Coordinate and manage the services of outside legal counsel for any legal assistance required by the District that falls outside of this contract or the Counsel's expertise, as requested by the Board President;
7. Interpret laws, rulings, and regulations for the District;
8. Provide written update on new State and Federal legislation and judicial decisions impacting the District and suggest action or changes in operations of procedures to assure compliance;
9. Examine legal matters to determine advisability of defending or prosecuting lawsuits;
10. Advise the District concerning transactions of business involving internal affairs, directors, officer, and relations with the general public;
11. Administer matters pertaining to personnel and labor laws as requested by the Board President;
12. Abide by current District Use of Legal Counsel policy.

DRAFT

SECTION 3 — QUALIFICATIONS

The Firm selected must have knowledge of the variety of issues that confront the District. Relevant expertise should include, but not be limited to the following:

- A. Ralph M. Brown Act compliance;
- B. The California Public Records Act;
- C. Conflict of Interest Code;
- D. Employee Labor Laws;
- E. Contract Law;
- F. State and Federal Environmental Law; and
- G. Be a member of good standing of the California State Bar Association.

SECTION 4 – INSURANCE REQUIREMENTS

The selected Firm, at its sole cost and expense, shall procure and maintain for the duration of the engagement with the District, the following types and limits of insurance:

- A. Professional Liability Insurance with limits of \$1,000,000 per claim and \$1,000,000 in the aggregate;
- B. Automobile Liability with a combined single limit of no less than \$1,000,000 per accident;
- C. Workers' Compensation as required under the Workers' Compensation Insurance and Safety Act of the State of California.

SECTION 5 – RFP SUBMITTAL REQUIREMENTS

One signed original, two (2) copies, and one electronic copy of the proposal must be received, and date stamped by GDPUD no later than _____, **2022 at 2:00 PM**. 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 "Request for Qualifications for Legal Counsel Services," and submitted to:

**Adam Coyan, General Manager
Georgetown Divide Public Utility District
6425 Main Street
PO 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 RFQ. 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:

A. Cover Letter

- List the name, address, and telephone number of the firm.
- Signed by an authorized representative of the consultant. The Consultant shall furnish documentation that the person signing the proposal is empowered with signatory authority for the Consultant. The form could be a Corporate Resolution.
- State the proposal is firm for a 90-day period from the proposal submission deadline.
- Provide the name, title, address and telephone number of the individual to whom correspondence and other contacts should be directed during the Consultant selection process.
- Provide the location of the Consultant's headquarters. In addition, provide the location of any local support offices, which will provide service to the District.
- Acknowledge that the Consultant will provide the insurance and indemnification required per the attached Professional Services Agreement.

B. Relevant Experience and References

The firm or individual must state the qualifications and experience of the proposed legal counsel, emphasizing the specific qualifications and experience acquired while providing services similar to those being sought by the District. Provide the following information:

1. RFQ Contact Information
2. Introductory description of the services offered.
3. Approach to accomplish the Scope of Work.
4. Resume and qualifications, including knowledge of, and experience with, California Special Districts, Water Law, and other public sector experience, legal training, and years of practice, date of admission to the California State Bar Association.

5. Professional references (at least three), including contact information, scope of work performed.
6. Listing of conflicts of interest.
7. Statement of fees (charge out rates for different categories).
8. If separate charges will apply for incidentals (e.g., photocopies, taxes, etc.), and indicate whether they will be billed at cost or include a markup.
9. Summary of proposed services and responsibilities.
10. Professional Services Agreement.
11. Proof of Professional Liability and Workers' Compensation coverage.
12. Any additional comments or statements which will assist in the evaluation of the firm's information.

The firm or individual 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.

For all staff members, describe their role, giving not only their title, but also the specific services they will perform and clearly illustrate 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 organizations for which the firm/attorney have provided services during the past five years.

C. Rate Schedule

A rate schedule must be submitted in a separately sealed envelope marked "Rate Schedule" and will be the basis for which the firm or individual will be compensated. The rates quoted will remain in effect for the duration of the Agreement, unless approved by the District. Rates shall be included for all employment categories necessary to perform the work outlined in this RFP in accordance with applicable State of California Industrial Labor Rate Standards.

Failure to provide a rate schedule in a separately sealed envelope can be grounds for the District, at its sole discretion, to determine the submittal to be non-responsive and the proposal may be rejected.

SECTION 6 – EVALUATION AND SELECTION PROCESS

Qualifications 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 and emissions.

- A. Proposals will remain sealed until opened and screened by the Board.
- B. Qualifications for top candidates will be verified by the Board.
- C. The top candidates will be interviewed by the Board.
- D. In reviewing the proposals, the District will consider:
 - 1. Depth and breadth of experience and expertise in the practice of law, most specifically in those areas most often encountered in special district/water district operations
 - 2. Capability to perform legal services promptly and in a manner that permits the District and staff to meet established deadlines and to operate in an effective and efficient manner
 - 3. Degree of availability for quick response to inquiries that arise out of day-to-day operating questions or problems;
 - 4. Degree to which the firm/attorneys stay current through continued professional development and active communication with practitioners in special districts/water district law
 - 5. Communication skills
 - 6. Cost of services
 - 7. Other qualifications and criteria as deemed appropriate by the Board of Directors.

SECTION 7 — GENERAL TERMS AND CONDITIONS

7.1 Limitation

This RFQ does not commit the District to award a contract, to pay any cost incurred in the preparation of the firm's or individual's RFQ 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 RFQ responses received because of this request or to cancel all or part of this RFQ.

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 Proposal Services Agreement

Once a proposed contract agreement is accepted, the Consultant will be required to sign the Agreement for Legal Counsel 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 Professional Services Agreement and shall become a contractual obligation. Failure of the firm/attorney to agree to include the proposal as part of the contractual agreement will result in the 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 the firm/attorney, in the final negotiated agreement.

A sample agreement that will be used for this contract is included as Attachment A. The District will require the selected firm/attorney to provide the indemnification and insurance required per the attached sample agreement. Firm/attorney is advised to pay close attention to the indemnification and insurance requirements.

SECTION 8 — QUESTIONS

If you have any questions regarding this RFQ, prior to July 29, 2022, please email:

Adam Coyan, General Manager

Email: gm@gd-pud.org

ATTACHMENT A
SAMPLE PROFESSIONAL SERVICES AGREEMENT

DRAFT

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into this ____ day of _____ 2022, (the “Effective Date”) by and between the Georgetown Divide Public Utilities District, a California Public Utilities District (“District”), and (“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 legal counsel engineering services.

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 services 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 services. 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 though XXXXX or 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 or on other matters pertaining to the services, 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. 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.

10. 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 be required 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.

11. 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 services 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.

12. 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.

13. 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.

14. 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.

15. Indemnification. Consultant hereby agrees to indemnify and hold harmless District, its agents, officers, and employees against all liability, obligations, claims, loss, and expense (a) caused or created by Consultant, its subcontractors, or the agents or employees of either, but only to the extent actually caused by the negligent 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, and employees harmless is not terminated by any requirement in this Agreement for Consultant to procure and maintain a policy of insurance.

If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance of "design professional" services (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to liability for damages to the extent actually caused by the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

16. 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.

17. 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.

18. 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:

Churchwell White LLP
1414 K Street, 3rd Floor
Sacramento, California 95814
Attention: Barbara A. Brenner, Esq.

If to Consultant:

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: _____
Adam Coyan, General Manager

Date: _____

Approved as to Form:

Barbara A. Brenner, General Counsel

CONSULTANT:

By: _____

Name: _____

Date: _____

By: _____

Name: _____

Date: _____

RESOLUTION NO. 2022-XX
OF THE BOARD OF DIRECTORS OF THE
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT
APPROVING THE REQUEST FOR QUALIFICATIONS FOR LEGAL SERVICES
AND AUTHORIZING THE GENERAL MANAGER TO ISSUE THE RFQ

WHEREAS, the Georgetown Divide Public Utility District (District) has been receiving legal counsel services from Churchwell White, LLP (now known as White Brenner, LLP);

WHEREAS, the Board of Directors has expressed a desire to issue a Request for Qualifications for legal counsel services; and

WHEREAS, Staff was directed to prepare a Request for Qualifications which is included a part of this Resolution as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT THAT the Request for Qualifications for legal counsel services is approved and the General Manager is authorized to issue a Request for Qualifications.

PASSED AND ADOPTED by the Board of Directors of the Georgetown Divide Public Utility District at a meeting of said Board held on the 9th day of August 2022, by the following vote:

AYES:

NOES:

ABSENT/ABSTAIN:

Michael Saunders, President, Board of Directors
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

Attest:

Adam Coyan, Clerk and Ex officio
Secretary, Board of Directors
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

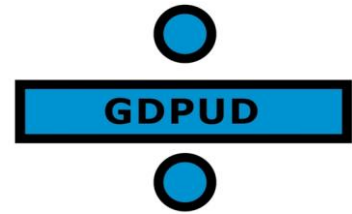
CERTIFICATION

I hereby certify that the foregoing is a full, true, and correct copy of Resolution 2022-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 9th day of August 2022.

Adam Coyan, Clerk and Ex officio
Secretary, Board of Directors
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

DRAFT

**REPORT TO THE BOARD OF DIRECTORS
BOARD MEETING OF AUGUST 9th,2022
AGENDA ITEM NO. 10.C.**



AGENDA SECTION: NEW BUSINESS

SUBJECT: CONSIDER APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT FOR A CONTRACT GRANT WRITER

PREPARED BY: Adam Coyan, General Manager

APPROVED BY: Adam Coyan, General Manager

BACKGROUND

On May 10th, 2022 the board approved to release RFP for Contract Grant Writer Services. The RFP was opened on May 12th, 2022 and advertised on the Ebidboard and closed on July 14th, 2022.

DISCUSSION

We received one proposal from Intuitive Group for Grant Writer Services.

FISCAL IMPACT

The grant writer would be a contract position that would be used on an as-needed basis. This contract is not currently included in the 2022-2023 budget. It is difficult to estimate the costs that would be associated with this contract. As opportunities for the District to apply and receive grant funding increases, so does the costs for grant application and management.

CEQA ASSESSMENT

This is not a CEQA Project

RECOMMENDED ACTION

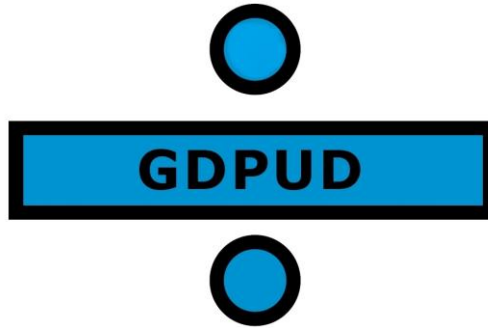
Staff recommends the Board to enter into a Professional Service Agreement with Intuitive Group for Grant Writer Services and specify a not to exceed amount.

ALTERNATIVES

(a) Request substantive changes to the Professional Service Agreement; (b) Reject the Professional Service Agreement.

ATTACHMENTS

1. Grant Writer Services RFP
2. Intuitive Group Proposal
3. Intuitive Group Rate Schedule
4. Resolution 2022-XX
5. Professional Service Agreement



GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

REQUEST FOR PROPOSAL

Grant Writer Services

Responders to this Request for Proposals (RFP) must deliver one signed original, two (2) copies, and one electronic copy of the proposal.

Proposal Submission Deadline (date/time): July 14, 2022

**Submit Proposal to: Georgetown Divide Public Utility District Office
6425 Main Street
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

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REQUEST FOR PROPOSAL Grant Writer Services

SECTION 1 — INTRODUCTION

The Georgetown Divide Public Utility District (the District) is classified as an urban water supplier that provides treated water to approximately 3,800 customers and seasonal irrigation water to approximately 400 customers from a single surface water supply, Stumpy Meadows Reservoir. The District's infrastructure consists of a reservoir with a capacity of 20,000 acre feet, 75 miles of irrigation ditch, 200 miles of treated water mains, two hydroelectric generators that are currently on lease, various sized water tanks and two water treatment plants.

The Georgetown Divide Public Utility District (District) is soliciting proposals from qualified Candidates for grant writing services. The District is seeking to contract with an individual or firm that specializes in the management of the overall grant process and can assist the District to maximize the benefits of grant funding. The agreement will be for a three-year term with projects assigned by the General Manager and Ad Hoc Grant Writing Committee. The District, at its option may renew the term of the agreement for two additional one year terms.

GDPUD will use a "Qualifications Based Selection" process in determining which Candidate to be selected for the contract. The process will include an evaluation and ranking of Candidates based on set evaluation criteria. Top ranking Candidates may be asked to participate in an oral interview.

GDPUD will open and review the proposal of the top ranked Candidates. If for any reason an acceptable contract cannot be negotiated with the top ranked Candidate, negotiations will commence with the next-ranked firm.

GDPUD 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 GDPUD and/or outside agencies. During the evaluation process, GDPUD reserves the right, where it may serve GDPUD'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 GDPUD and the firm/ individual selected. GDPUD reserves the right, without prejudice, to reject any or all proposals

1.1 General Description of RFP

This RFP describes the general Scope of Services, necessary RFP components, Candidate selection process, and required format of the RFP, as well as a sample copy of GDPUD's Professional Services Agreement.

1.2 RFP Schedule

Advertisement of RFP	May 12, 2022
Deadline for Questions	June 23, 2022
Response to Questions	June 30, 2022
Deadline for RFP Submittal	No later than 3:00 PM, July 14, 2022
Final Candidate Selection	Anticipated August 9, 2022

1.3 General Selection Process

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

- Qualifications of Team
- Project Understanding
- Ability to meet the needs of the District
- Fee structure
- Experience / References

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

SECTION 2 — SCOPE OF SERVICES

The following are typical services and/or items that the successful consultant will be required to provide the District if it is awarded the contract and should be addressed in each proposal.

- **Funding needs analysis** – Work with District staff and the Grant writing Ad Hoc Committee to assess the validity of current funding priority areas and identify new priority areas for funding.
- **Grant Funding Research** – Conduct research to identify grant resources including, but not limited to federal, state, foundation, agencies, and organizations that support the District's funding needs and priorities in the following general areas by way of **illustration by not limitation:**

1. Infrastructure Development and Maintenance
 2. Expansion of services to support the community
 3. GIS Geographic Information System
 4. Community and Municipal Planning
- **On-call Grant Research**
 1. In addition to the areas defined above other areas may be also identified through the funding needs analysis process and throughout the duration of the contract.
 - **Grant Tracking, Reporting and Management**
 1. Assist the District in producing monthly/quarterly reports that track details on the status of active/open grants and any grants applied for or being monitored by the District as possible funding opportunity. Active grant opportunity research and identification is not included in this scope.
 2. For newly awarded grants, work with District staff and the funding agency to draft a mutually agreeable contract/grant agreement to be reviewed by District counsel
 3. For new grants, assist staff with providing all initial documentation required by funding agency
 4. Prepare memorandums of understanding for grant funded projects shared with other local agencies
 5. Advise District staff on strategic actions to ensure 100% of each grant is paid to the District
 6. Review and submit budget shifts or scope of work modification requests to funding agency
 - **Grant Administration**
 1. Develop a schedule for the submission of required progress and final reports and invoices to funding agencies as required by grant agreements
 2. The schedule will specify due dates for draft reports and invoices prepared by District staff
 3. For completed projects, provide the framework of required information necessary for the preparation of close out documents
 4. Review draft reports and invoices for accuracy and completeness
 5. Work with District staff to correct any issues discovered during the review of draft reports and invoices
 6. Finalize draft reports and invoices for submission to funding agency
 7. Submit, by email, reports, and invoices with appropriate cover letter and/or email to funding agency
 8. Work with funding agency to correct any issues with submitted reports and invoices
 9. Notify District staff when an original signature is required and provide District with documents for signature and instructions for the submission of the completed documents

10. For DWR grants, upload reports and any other required documents to “GRANTS” web portal
 11. For completed projects, work with District staff to submit final close out documents to funding agency
 12. Develop, negotiate, and submit grant amendment requests as needed
 13. Review and provide guidance on grant eligible costs
 14. Provide analysis on opportunities to fully utilize existing grant money
 15. A copy of each grant application submitted is to be provided to the District
- **Monthly reports** – the successful consultant shall submit monthly reports to the District summarizing the amount of time expended and describe activities undertaken during the previous month.

SECTION 3 — RFP SUBMITTAL REQUIREMENTS

The intent of these requirements is to assist proposers in the preparation of their proposal and to simplify the review process for GDPUD. One signed original, two (2) copies, and one electronic copy of the proposal must be received, and date stamped by GDPUD no later than **July 14, 2022 at 3:00 PM**. 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 GDPUD on or before the deadline.

Proposals shall be clearly marked “Request for Proposals for Grant Writing Services,” and submitted to:

**Georgetown Divide Public Utility District
6425 Main Street
PO Box 4240
Georgetown, CA 95634**

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

GDPUD 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 GDPUD and proposer. The proposal must include, at a minimum, the following sections; however, the proposer is encouraged to expand on the scope as needed:

A. Cover Letter

- List the name, address, and telephone number of the firm.
- Signed by an authorized representative of the consultant. The Consultant shall furnish documentation that the person signing the proposal is empowered with signatory authority for the Consultant. The form could be a Corporate Resolution.

- State the proposal is firm for a 90-day period from the proposal submission deadline.
- Provide the name, title, address, and telephone number of the individual to whom correspondence and other contacts should be directed during the Consultant selection process.
- Provide the location of the Consultant's headquarters. In addition, provide the location of any local support offices, which will provide service to GDPUD.
- Acknowledge that the Consultant will provide the insurance and indemnification required per the attached Professional service agreement.

B. Project Team Information

Consultant 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 GDPUD's contact throughout the project. It is allowable for a single individual to fulfill multiple roles by the Consultant's staff.

C. Project Understanding and Innovation

Include visions or concepts for performing the services.

D. Work Plan / Scope of Work

Include a work plan/scope of work meeting the minimum requirements of the projects listed in the Scope of Services. Consultant is encouraged to modify or expand the minimum Scope of Services if they believe it is necessary to achieve the goals.

E. 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 timelines.

F. Sub-consultant & Work by Others

Identify any and all sub-consultant 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 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 GDPUD staff to perform, information the Consultant expects GDPUD to provide, and an estimated amount of GDPUD staff time required for each task of the scope of work.

G. Relevant Experience and References

The Consultant 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 GDPUD. Except under circumstances beyond the Consultant's control, GDPUD 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 clearly illustrate 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 Consultant 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 Consultant
- Total value of services provided by Consultant
- Consultant's project manager
- Key personnel involved
- Sub consultant employed

H. Rate Schedule

A rate schedule (one copy) for services must be submitted in a separately sealed envelope marked "Rate Schedule" and will be the basis for which the Consultant will be compensated. The rates quoted will remain in effect for the duration of the Agreement, unless approved by GDPUD. Rates shall be included for all employment categories necessary to perform the work outlined in this RFP.

Failure to provide a fee schedule in a separately sealed envelope can be grounds for GDPUD, at its sole discretion, to determine the submittal to be non-responsive and the proposal may be rejected.

SECTION 4 — SELECTION PROCESS AND EVALUATION CATEGORIES

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

4.1 Selection Criteria

GDPUD intends to select a Consultant based on demonstrated competence and qualifications for the types of services to be performed at a fair and reasonable price to the

public. GDPUD will review all proposals and evaluate them according to the following criteria:

- Qualifications of Team
- Project Understanding
- Ability to meet the needs of the District
- Fee structure
- Experience / References

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

SECTION 5 — GENERAL TERMS AND CONDITIONS

5.1 Limitation

This RFP does not commit GDPUD 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. GDPUD 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. GDPUD 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.

5.2 Public Records

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

5.3 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 GDPUD.

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 the cancellation of the award. GDPUD reserves the right to reject those parts that do not meet with the approval of GDPUD, or to modify the Scope of Services, as agreed by Consultant, in the final negotiated contract.

A sample Professional Service Agreement that will be used for this contract is included as Attachment A. GDPUD will require the selected Consultant to provide the indemnification and insurance required per the attached sample agreement. Consultant is advised to pay close attention to the indemnification and insurance requirements. Execution of an

agreement does not guarantee Consultant will receive any assignments. Assignment of work under this Agreement will be by task order as approved by the General Manager.

SECTION 6 — QUESTIONS

If you have any questions regarding this RFP, prior to June 23, 2022, please email:

Adam Cohan, General Manager

Email: gm@gd-pud.org

ATTACHMENT A
SAMPLE PROFESSIONAL SERVICES AGREEMENT

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into this ____ day of _____ 2022, (the “Effective Date”) by and between the Georgetown Divide Public Utilities District, a California Public Utilities District (“District”), and (“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 district engineering services.
- 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 servies 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 servies. 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 though XXXXX or 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 or on other matters pertaining to the services, 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. 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.

10. 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.

11. 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 services 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.

12. 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.

13. 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.

14. 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.

15. Indemnification. Consultant hereby agrees to indemnify and hold harmless District, its agents, officers, and employees against all liability, obligations, claims, loss, and expense (a) caused or created by Consultant, its subcontractors, or the agents or employees of either, but only to the extent actually caused by the negligent 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, and employees harmless is not terminated by any requirement in this Agreement for Consultant to procure and maintain a policy of insurance.

If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance of "design professional" services (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to liability for damages to the extent actually caused by the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

16. 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.

17. 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.

18. 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: Churchwell White LLP
1414 K Street, 3rd Floor
Sacramento, California 95814
Attention: Barbara A. Brenner, Esq.

If to Consultant:

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: _____
Adam Coyan, General Manager

Date: _____

Approved as to Form:

Barbara A. Brenner, General Counsel

CONSULTANT:

By: _____

Name: _____

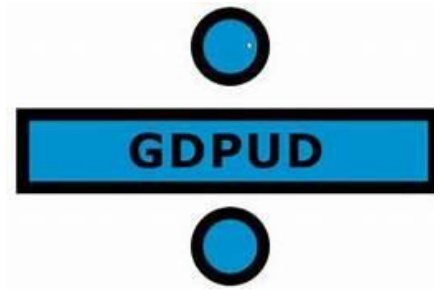
Date: _____

By: _____

Name: _____

Date: _____

Response to Request for Proposal (RFP):
Georgetown Divide Public Utility District
Grant Writer Services
July 14, 2022 | 3:00 PM



INTUITIVE GROUP
WORK REIMAGINED

Submitted By:
Intuitive Group
9221 Hampton Overlook
Capitol Heights, MD 20743

Tami Mullen
tmullen@intuitivegrp.co

Submitted To:

Adam Coyan, General Manager
Georgetown Divide Public Utility District Office
6425 Main Street
Georgetown, CA 95634
gm@gd-pud.org

Tel: (530) 333-4356 x101
Fax: (530) 333-9442





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A. COVER LETTER

Intuitive Group, LLC
9221 Hampton Overlook
Capitol Heights, MD 20743

Phone: (301) 289-7447
www.intuitivegrp.co

July 14, 2022

Mr. Adam Coyan
General Manager
Georgetown Divide Public Utility District Office
6425 Main Street Georgetown, CA 95634

Mr. Coyan,

Intuitive Group, LLC (IG) is pleased to respond to the Georgetown Divide Public Utility District (GDPUD) Request for Proposal for Grant Writer Services. Intuitive Group (IG) is a Certified-Woman Owned Small Business (WOSB) with headquarters at **9221 Hampton Overlook, Capitol Heights, MD 20743**.

Intuitive Group (IG) was founded in 2012 by Ms. Tami Mullen, a seasoned 20-year business executive specializing in government and commercial proposals, project management, proposal, marketing, and communications experience. Ms. Mullen's background and expertise alone is enough to ensure that GDPUD is in formidable hands however, Ms. Mullen continuously endeavors to seek out seasoned professionals with similar and diverse backgrounds that are just as equipped to handle the tasks associated with the goals of GDPUD. The goal is always to bring forth successful grant applications to assist with all of your corporate funding objectives.

IG is comprised of seven (7) seasoned professionals and together we give you a team that is equipped to research, manage, write and then provide the administrative lead for all of those existing grants and those that we bring to the organization. With similar grants/proposal development and consulting backgrounds and expertise, we generate an impact that enables that team to bring the best to each project that we manage. Our process delivers a holistic approach to producing impactful proposal messages to fulfill a larger vision for your organization. From concept to the final product, our team of grants professionals develops customized content and dynamic designs that launch customers to the forefront of successful projects. Our mission takes a strategic methodology that ensures that GDPUD's creative assets align with your overall project strategy.

IG is financially stable with more than \$2.5M in revenue over a five (5) year period. And with this history and financial security, we employ a systematic proposal development approach with sound business practices, standardized processes, systems, and controls that permeate our organization for your successful end results. We are here to serve you and make those projects happen through the funding assistance of grants that we procure for your organization.



This proposal is firm for a 90-day period from the proposal submission and Intuitive Group will provide the insurance and indemnification required per the attached Professional service agreement.

Please direct all correspondence to Tami Mullen, Principal, Sr, Consultant at (202) 664-9152 or via email at tmullen@intuitivegrp.co. As requested, a Letter of Authorization has been attached to this proposal.

Thank you,

Erica L. Cooper
Sr. Proposal Consultant



WHAT'S INSIDE

Intuitive Group, LLC (IG) is pleased to respond to the Georgetown Divide Public Utility District (GDPUD) Request for Proposal for Grant Writer Services.

Highlights

We believe we have put forth a solid display of our understanding of the GDPUD's grant writing and administrative services. Contained within our solution you will find our innovative approaches to grant research, proposal/application development, and the administration of grants. We are an experienced qualified team with many facets from opportunity identification to technology tools, to training and budget expertise. Our team is ready to engage with GDPUD's Stakeholders and its Members to provide quality services. ***In our submission, you will find our standardized innovative approach to proposal development, our past performances, and the tools we use to develop consistent, compelling, and most important compliant proposals.*** We are prepared to deliver real tangible funded results.

Key Features and Distinctions

- With over 22 years of expertise in grant research, writing, and management, we can apply that expertise to the Georgetown Divide Public Utility District and its members.
- Our successful/winning track record for helping clients secure funding for their respective endeavors is unmatched.
- Our expertise and necessary investments in the proposal development process has afforded us a successful track record helping clients acquire the funding they need.
- Our Agile Project Management methodology creates a streamlined and efficient grant research and proposal/application development process.
- We use a highly collaborative approach to writing which allows Georgetown Divide Public Utility District to engage in the proposal development process in a streamlined, but transparent way.
- Our Agile approach to grant support services provides compliant measures to ensure all aspects are covered and regulated through the lifecycle to put the client at ease.
- We possess strong expertise and knowledge in developing financial budgets and budget narratives, which very few firms have in-house.
- We have a solid research and outreach track record employing partnerships across markets to pursue seemingly complex funding opportunities.

We are prepared to deliver real, tangible, funded results.

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B. PROJECT TEAM INFORMATION

PROJECT TEAM RELEVANT EXPERIENCE

IG assembled a team with over twenty-combined years of experience primed to provide grant research and analysis, grant writing, and grant management and administration on behalf of Georgetown Divide Public Utility District. As a firm, IG has helped clients receive funding from federal, state, and local agencies, nonprofit organizations and foundations, and other private funding sources. The team is composed of Tami Mullen, Project Manager; Shakeara Mingo, Grants Writer; Tayana Smith, Grants Writer and Administrator; and Nikki Sharpe, Grant Researcher and Manager. IG’s grants writers excel at taking data and content from SMEs and turning it into an engaging story to pursue federal funding opportunities for clients. The grants team provides value, innovative excellence and is prepared to provide:

- A proven team that thoroughly understands developing and delivering effective grants administration, collaborative management practices, and out-of-the-box solutions.
- A quick start by leveraging a deep bench of experienced grant managers, administrators, technologists, and federal regulation SMEs.
- Demonstrated experience achieving client goals through engaging grants practices, effective project design/implementation/approval processes, and financial administration/monitoring; and
- Strong client collaboration and project management skills.

Below is a the key personnel that will be designated to this contract.

Name	Background	Experience (research, needs analysis, preparation)
Tami Mullen, Project Manager	<p>With over 22 years of experience in developing responses for grants and contract proposals. As the Senior Consultant for Intuitive Group, Ms. Mullen is responsible for client engagements, facilitating development meetings, conducting market research, developing response strategies for clients, and performing post award support activities for various Intuitive Group clients. As the founder of IG, she has developed innovative solutions for writing proposal responses which allow clients to consistently secure millions in federal and state funding.</p> <p>She holds a BS in Business Management from the Hampton University, VA and a Masters in Project Management from the Keller Graduate School of Management, Atlanta, GA.</p> <p>She is an active member of Grants Professional Association (GPA) and Association of Proposal Management Professionals (APMP)</p>	Ms. Mullen has over 15 years of experience with developing client funding needs analysis, funding pipeline development, tracking and researching grant opportunities for Federal, State, Local and Foundation grants.



<p>Shakeara Mingo, Grant Writer</p>	<p>Ms. Mingo is a Grant Manager/ Writer at Intuitive Group with over five years of proven experience in the industry.</p> <p>Shakeara Mingo began her career in the human services field in 2011 as a Case Manager in Prince George's County, Maryland. She was then promoted to a Case Manager/GIS Analyst in Washington, D.C., where she was responsible for providing and locating wrap-around services for those experiencing homelessness. She works with federal and state departments and commissions to identify grant opportunities and prepare successful applications. She also collaborates with local authority agencies organizations to manage the development of the grant proposal.</p> <p>Ms. Mingo earned a Bachelor of Arts degree in Criminal Justice from the University of Maryland. She has completed the certificate Introduction to Mental Illness from the Disaster Behavioral Health Training Institute.</p> <p>She is an active member of Grants Professional Association (GPA) and Association of Proposal Management Professionals (APMP)</p>	<p>Ms. Mingo has over 5 years of experience with developing client funding needs analysis, funding pipeline development, tracking and researching grant opportunities for Federal, State, Local and Foundation grants.</p>
<p>Nikki Sharp, Grant Researcher and Manager</p>	<p>Ms. Sharp was responsible for securing over \$7.5 million in funding for new and continuing projects over less than three years – 68% application acceptance rate. Writing grant applications, LOI's, and create monthly/quarterly/annual reports for local and national funders (City/State/Federal government, foundations). She utilized state and national data to support the financial needs of the organization and inform funders of trends in domestic violence, sexual assault, and adult human sex trafficking. She was responsible for developing research models, pulling data, cleaning, and reporting within various internal and external systems.</p> <p>Ms. Sharp has a Master in Public Administration from University of Oklahoma and a BS in Human Services, Leadership from Walden University.</p>	<p>Ms. Sharp has over 5 years of grants research experience assisting clients with developing research for their funding needs. Responsible for providing data and metrics for research information along with preparing citations for program narratives.</p>
<p>Tayana Smith, Grant Writer & Administration</p>	<p>Mrs. Smith was responsible for the administration in \$10M of federal allocation and service accounts for county government. With these responsibilities she also managed funding cycles, invoices, compliance, RFP processes and a myriad of tasks associated with the department's needs.</p>	

IG has developed an extensive network of grant writers and Subject Matter Experts (SMEs) to support grant proposal efforts, partnering with two (2) recruiting firms specializing in recruiting grant and technical writers. We have several in-house professionals that assist with writing and grant proposal development. IG will have the necessary reach-back support and resources



throughout the grant proposal development process to sustain the loss of key employees(s). We ensure that all writers have backup support to step in at any point of the proposal process.

IG will partner with Plenary Enterprises, LLC, a fully licensed and bonded general contractor headquartered in Washington, DC, to aid in the content development for grants focusing on transportation and capital infrastructure improvements.

TAMI MULLEN, PROJECT MANAGER

Ms. Mullen has over 22 years of experience developing responses for grants and contract proposals and will serve as an advisor to the IG grant writers in a non-billable capacity. As the Principal and Sr. Consultant of Intuitive Group, Ms. Mullen is a strategic, analytical decision-maker with demonstrated expertise in community and economic development, managing business development teams, attracting new funding sources, managing/developing complex proposals and grant pursuits, seizing new funding opportunities, and developing strategic partnerships to enhance performance and contribute to overall collaborative success. She developed innovative solutions for writing proposal responses, allowing clients to consistently secure millions in federal and state funding. Ms. Mullen has extensive experience seeking and receiving funding for municipality infrastructure, affordable housing, workforce development, arts and culture, parks and recreation, transportation, municipal planning, health, human services, etc. She has secured over \$650M in funds for clients.

With the experience and expertise that Ms. Mullen has procured over her years of service, she has worked to pour all of that experience into the project team of IG in the work of projects happening simultaneously under the Intuitive Group's business to bring revenue in the millions to the agency through the success of grant applications for a plethora of diverse clients over that past 10 years. Ms. Mullen prides herself in seeking out qualified members to place on teams to serve the clients that she seeks out to become a part of the Intuitive Group client base. Tami Mullen is more than equipped to manage your projects and assign team members just as equipped to deliver successful initiatives throughout the lifecycle of the project.

She holds a BS in Business Management from Hampton University, VA, and a Masters in Project Management from the Keller Graduate School of Management, Atlanta, GA.

She is an active member of the Grants Professional Association (GPA) and Association of Proposal Management Professionals (APMP).

TAYANA SMITH, GRANTS WRITER, ADMINISTRATOR

Mrs. Smith has over ten years of experience managing departments, overseeing the grant and contract lifecycle from initial opportunity vetting to award close-outs and Administration of grant obligations and assigning roles. She is an effective communicator who is comfortable leading teams through a change management approach to achieve program and project success. Mrs. Smith excels at managing all facets of public budgeting, including forecasting, and can identify client resources to expand or diminish as needed. As the Grants Writer and Administrator, Mrs. Smith will work with SMEs to develop award winning proposals in the areas of priorities as designated through meeting with GDPUD staff to ensure proper alignment of the goals as noted in the Georgetown Community Investment Plan.

She holds a BS in Business Administration from Youngstown State University, a Master of Business Administration from Indiana Wesleyan University, and a Master of Science in Project Management from DeVry University.



NIKKI SHARPE, GRANT RESEARCHER

Nikki Sharp has over 4 years providing grant management and administration. Nikki has provided oversight and reporting for a dual domestic violence and sexual assault agency that also served survivors of human sex trafficking in Tulsa, OK. In this role, she worked collaboratively with the development and finance teams, as well as community partners, to plan, request, receive, and **assist with administering approximately \$3.5 million in government grants each year.**

Ms. Sharp also assisted in Grant Administration for funders including the Department on Housing and Urban Development, the Office on Violence Against Women, the Department of Justice, National Institutes of Health, the City of Tulsa, the Oklahoma District Attorney's Council, the Oklahoma Office of the Attorney General, the Tulsa Area United Way, and multiple private and civic donors. Funding sources among these funders included: HUD Emergency Solutions Grants (ESG), HUD Community Development Block Grants (CDBG), HUD Rapid Re-housing funding through CoC allocations, Victims of Crime Act (VOCA), Family Violence Prevention Services Act (FVPSA), STOP Violence Against Women Act (STOP VAWA), Sexual Assault Services Program (SASP), Centers of Biomedical Research Excellence (CoBRE) Phases I & II, The Coronavirus Aid, Relief, and Economic Security (CARES) Act funding, American Rescue Plan Act (ARPA) funding, and various pass-through awards.

She holds a BS in Human Services, Walden University, Minneapolis, MN and a Master's in Public Administration from the University of Oklahoma, Norman, OK.

SHAKEARA MINGO, GRANT WRITER

Shakeara Mingo has over 5 years' experience providing Grant Writing and Geographic Information Systems (GIS) services to nonprofit and government entities. She has secured over \$2million in grants for nonprofits and government entities that service low income and minority communities. She works with federal and state departments and commissions to identify grant opportunities and prepare successful applications. She also collaborates with local authority agencies organizations to manage the development of the grant proposal. Ms. Mingo also has experience with working with non-profit organizations to create and expand their programs. Ms. Mingo has been successful in securing funding from Federal, State, and private foundations. Her refined communication skills and advanced research capabilities have played an integral role in her ability to understand the needs of both the agency in need of funding and the organization that is offering the grant money.

Ms. Mingo holds a BS in Criminal Justice from the University of Maryland College Park. Ms. Mingo has also completed graduate coursework in Urban Planning from Georgetown University.

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Tami Mullen, *Project Manager*

PROFESSIONAL EXPERTISE

Grant Development and Coordination	Grant Writing
Grant Management	Program Development
Financial Management	Project Management
Grant Editing	Program Management

EDUCATION

Masters in Project Management, Keller Graduate School of Management, Atlanta, GA.

B.S. Business Management, Hampton University, Hampton, VA.

CERTIFICATIONS

GSA Multiple Award Schedules Program Certification

RELEVANT EXPERIENCE

Intuitive Group
2010-Present

Senior Manager

- Leading the delivery and service teams while managing multiple projects.
- Mission-critical focus with a keen eye for detail, yet able to thrive and lead teams in a deadline-driven environment.
- Participates in grant proposal development and planning to determine the period, funding limitations, and procedures for accomplishing the project, staffing requirements, and allotment of available resources throughout various phases of the project.
- Communicate contract requirements, specifications, and customer expectations to all departments to ensure incorporation into the shipyard business plan for the project.
- Ensures establishment of the project plan including detailed schedules and budgets for each department and phase of the plan.
- Responsible for Grants and Contracts Compliance (OMB/FAR/DFAR), administration, and monitoring
- Responsible for distribution of the budget to individual departments.
- Conducts project team meetings as required.
- Serve as the Senior Proposal contributor; leading cross-functional teams, both internal and external.
- Met and exceeded project deliverables, delivering cost savings, revenue generation, customer, and employee satisfaction improvements as specified by the business.
- Maintaining customer satisfaction enforcing the Issues to Resolution process for technical support and spare part delivery management,
- Reviews status reports prepared by project personnel and modified schedules or plans as required.

Design to Delivery, Inc.
2008-2010

Senior Project/Contracts Manager

- Made provision for business analysis and interpretation of complex business issues, effective reduction of issues into concise contractual documents or recommendations based on fact-finding analysis while producing recommendations for departmental policies and procedures.



Tayana Smith, Grant Administrator

PROFESSIONAL EXPERTISE

- Proposal Development
- Contract Management & Procurement
- Program Development
- Project Management

EDUCATION

- Master of Science in Project Management, 2020, DeVry University, Naperville, IL.
- M.B.A., 2015, Indiana Wesleyan University, Marion, IN.
- Bachelor of Science in Business Administration, 2011, Youngstown State University, Youngstown, OH.

CERTIFICATIONS

- Bridges Out of Poverty, Facilitator
- Getting Ahead in a Getting by World, Facilitator
- Project Management, Certificate

RELEVANT EXPERIENCE

Intuitive Group
2022-Present

Grants Writer/Proposal Consultant

- Provide senior advice on and assist with the development and submission of funding applications.
- Identify, research, and master information about various granting agencies and potential.
- Research opportunities for available funding.
- Manage and assist in the preparation of institutional grant applications and reporting.
- Evaluate the effectiveness of research funding strategies and provide guidance on research funding programs and opportunities.
- Develop and manage grant/research funding tracking database(s).
- Ensure that research applications comply with internal and funding agency policies and procedures and consult with the Finance & Grants Administration Officer to confirm that financial requirements are met.
- Facilitate collaborative research agreements between researchers, funding agencies, and collaborating institutions, including tracking progress and trouble-shooting agreements in place.
- Prepare and analyze reports on research funding.

Matrix for Momentum, Inc. – Matrix for Momentum Enterprises, Ltd.

2018 - Present

Consultant

- Provides strategic and capacity planning for clients.
- Create and develop proposals for contracts and grants.
- Develop and manage client programs and projects.
- Manage and forecast budgets for client programs, contracts, and grants.
- Work with non-profits to develop board trainings and operating policies and procedures.
- Specialize in a change management approach with all client relationships.



Nikki Sharp, Grant Researcher and Management

PROFESSIONAL EXPERTISE

Grant Development and Coordination	Grant Writing
Program Development	Grants Reviews
Grants Research	Public Policy
Grants Editing	Project Management

EDUCATION

M.P.A., August 2021, University of Oklahoma, Norman, OK.

B.S. Human Services, November 2018, Walden University, Minneapolis, MN.

RELEVANT EXPERIENCE

Intuitive Group
2022-Present

Grant Writer and Administrator

- Provide senior advice on and assist with the development and submission of funding applications.
- Identify, research, and master information about various granting agencies and potential research opportunities available to researchers.
- Manage and assist in the preparation of institutional grant applications and reporting.
- Evaluate the effectiveness of research funding strategies and guide research funding programs and opportunities.
- Develop and manage grant/research funding tracking database(s).
- Ensure that research applications comply with internal and funding agency policies and procedures and consult with the Finance & Grants Administration Officer to confirm that financial requirements are met.
- Facilitate collaborative research agreements between researchers, funding agencies, and collaborating institutions, including tracking progress and trouble-shooting agreements in place.
- Prepare and analyze reports on research funding.
- Maintain metrics for annual reports for various internal and external stakeholders.

Domestic Violence Intervention Services
12/2018-12/2020

Grants Coordinator

- Secured over \$7.5 million in funding for new and continuing projects over less than three years – 68% application acceptance rate.
- Wrote grant applications, LOI's, and create monthly/quarterly/annual reports for local and national funders (City/State/Federal government, foundations).
- Utilized state and national data to support the financial needs of the organization and inform funders of trends in domestic violence, sexual assault, and adult human sex trafficking.
- Data pulling, cleaning, and reporting within various internal and external systems.
- Assisted with fundraising efforts and potential capital campaign planning.
- Involvement in organizational subcommittees including Change Team (internal DEI advocacy group), Performance Quality Improvement, LGBTQ+, Employee Engagement, and Language Access.

Domestic Violence Intervention Services
06/2018 – 12/2018



Shakeara Mingo, *Grant Writer*

PROFESSIONAL EXPERTISE

Grant Development and Coordination	Grant Writing
Grant Management	Program Development
Grant Research	Grant Opportunity Searches
Grant Editing	Grant Reviews
Technical Assistance	Project Management

EDUCATION

M.P.S Urban and Regional Planning, May 2020, Georgetown University, Washington, DC

B.S. Criminal Justice, May 2011, University of Maryland, College Park, MD

CERTIFICATIONS

Introduction to Mental Illness, March 2014, DBH Training Institute Certificate

Introduction to Co-Occurring Disorders, March 2014, DBH Training Institute Certificate

RELEVANT EXPERIENCE

Intuitive Group
08/2019-Present

Grant Writer

- Assist non-profit organizations with identifying grant funding opportunities.
- Write, submit, and manage grant proposals.
- Maintain proficient knowledge of organization's history and programs.
- Assist with the execution of development department's strategy.
- Secured \$2.6M in government contracting proposals.
- Secured \$800,000 in grant funding proposals.
- Establishes boilerplate libraries for each client.
- Introduce clients to grant funding and its requirements.
- Schedule and attend meetings with the Program Officers in key federal agencies.

TRUST SOUTH LA
02/2022-Present

Fund Developer

- Work with Co-op Developers to support our prioritized communities (i.e., Black and Brown, immigrant, poor and/or working class) with cooperative development.
- **Provide Grant Writing Technical Assistance (TA) to co-op projects seeking funding.**
- **Provide Grant Writing Technical Assistance (TA) to Community Land Trust (CLT) Projects seeking funding.**
- Design Grant Programs.
- Identify Grant Fund Opportunities.
- Manage the grant reporting process.
- **Stay up to date on policies and legislation that are geared towards affordable housing in Southern California.**



ONE DC

05/20/2021 – 11/20/2021

Grant Manager

- Researched prospective donors, grantors, and foundations; and develop an approach strategy.
- Assisted in developing and implementing the annual fundraising plan, and a five-year fundraising plan.
- Cultivated donors, sustaining donors, major donors, and members
- Managed volunteer grant writing staff of 13.
- Secured \$800,000 in grant proposals.
- Secured \$200,000 in grassroots fundraising.
- Implemented a tracking and monitoring system of donor information and train. members how to use the system.
- Prepared grant proposals and letter of inquiries (LOIs), as needed.
- Oversaw finalization and submission.
- Monitored grant proposals, provide grant updates, and report submission deadlines.

Focused Vision

Consulting

8/2017 - 10/2020

Grant/Proposal Writer

- Researched, write, and edited technical material for proposals and met all proposal deadlines.
- Participated in proposal strategy, design, writing, and review sessions with Development Division and technical teams throughout the life of the proposal.
- Reviewed and contributed to proposal outlines and compliance matrices.
- Worked with subject matter experts to prepare material for proposals, including interviewing experts and/or reviewing and revising text prepared by experts.
- Reviewed proposal pieces and final text for clarity, consistency, and responsiveness to RFP requirements, in preparation for Red Team reviews and final production.
- Traveled to international field offices to establish relationships with the client, potential partners, and/or local staff; gather operational information and country context; and analyze the competitive environment for considering Creative's differentiators.
- Periodically reviewed and maintain Creative's Writing and Style Guide.
- Provided support to Creative staff to improve proposal writing.
- As needed, edit and proofread proposal sections; serve as proposal reviewer, as required.
- Supported other writing tasks (including marketing pieces, success stories, expressions of interest, country reports/briefing books, and others), as required.
- Attended and participated in divisional business development and capture meetings.

SUB-CONSULTANT & WORK BY OTHERS

While IG has access to a plethora of team members across the US to utilize for support, we will only use those individuals that we have listed and provided background information for unless extenuating circumstances occur that deters our objectives. If that does occur, we will submit, in writing, a detailed list of the additional support that we intent to use to meet the contract terms.

In order for IG to be successful in this focused endeavor, we will need the staff of GDPUD to provide a detailed list of priorities and objectives to ensure that we are working towards the best results. We will schedule a series of meetings from the beginning and throughout the term of service to ensure we are in line with initiatives and planned goals of GDPUD.



Include a list of tasks which the Consultant expects GDPUD staff to perform, information the Consultant expects GDPUD to provide, and an estimated amount of GDPUD staff time required for each task of the scope of work.

RESPONSIBILITY MATRIX

IG & GDPUD Responsibility Matrix						
Title	Project Manager	Grant Researcher/ Management	Grant Writer/ Administrator	Grant Writer	GDPUD Staff	GDPUD Hours Per Cycle for Each Task
Internal Meetings to Work the Process	✓	✓	✓	✓		
Provide Past Grant Information					✓	2.5
Funding Needs Analysis	✓	✓	✓		✓	4
Grant Funding Research		✓			✓	4
Project Schedule	✓	✓				
Team Meetings to Work Through Process	✓	✓	✓		✓	4
Identify & Work Through Issues and Corrections		✓	✓			
On-Call Grant Research		✓			✓	5
Generate Proposals		✓	✓	✓		
Prepare MOU's	✓	✓	✓			
Review Budgets, Invoices, Shifts, & Scope Adjustments	✓	✓	✓		✓	5
Grant Tracking & Management	✓	✓	✓			
Grant Administration		✓	✓			
Monthly Reports		✓	✓			
Invoicing	✓	✓			✓	6
Ensure Each Grant Award is Spent Within District	✓	✓	✓		✓	4



C. PROJECT UNDERSTANDING & INNOVATION

PLAN TO SEEK SPECIFIC FUNDING

As IG is working to develop tactics and approaches to your specific needs, IG will go through board meeting notes, local committee needs and local coalition meetings that will prove advantageous to forming viable funding solutions to meet the goals derived from those meetings as well as the meeting held with the staff of the GDPUD. We have reviewed the Capital Improvement Plan to analyze the need for federal funding to assist in on-going projects as well as projects that GDPUD plan to finish in the near future. As we, IG and GDPUD narrow down a focus, we will generate a plan of execution for 6-12 months with the identification of 5-10 opportunities to pursue during that timeframe.

D. WORK PLAN/SCOPE

FUNDING NEEDS ANALYSIS

GDPUD Funding Needs Analysis: IG implements a systematic approach to assist in determining our client's needs, closing the gap between current conditions and desired outcomes. We have reviewed the GDPUD Capital Improvement Plan to ensure we have a clear understanding of the funding priorities. Based on our understanding, GDPUD has planned several projects spanning the next 3-5 years with budget allocations unsupported by federal grants and to ensure that the organization completes its projects in a timely manner while improving residential quality of life, federal support is imperative. The Georgetown Divide Public Utility District seeks to generate new opportunities for the following named in the proposal:

1. Infrastructure Development and Maintenance
2. Expansion of services to support the community
3. GIS Geographic Information System
4. Community and Municipal Planning

While these areas are important, special attention was given to the GDPUD's CIP and the following priorities was discovered as focal points:

- Annual Canal Lining Program
- Wastewater Lift Station Upgrade
- Sweetwater Treatment Plant Storage Tank
- Tunnel Hill Inspection and Lining
- Angel Camp Tank Recoating
- Treated Water Line Replacement
- Pressure Regulating Valves
- Auburn Lake Trails Paving Projects
- Air Release Valves



IG's initial plan is to host 1-2 facilitated discussions with GDPUD stakeholders to discuss in detail the top priorities for funding to ensure maximum impact and focus. We will also discuss previous and current funding requests, which allows some context and a framework to move forward. Once there has been alignment on priorities and timeframes, IG will then begin the process of identifying those agencies, organizations, and foundations that provide funding for our top priorities.

GRANT FUNDING RESEARCH

IG creates a framework for qualifying funding opportunities. As such, IG will use various tools to assist the city with searching and vetting funding opportunities as identified within the scope of work. A few tools that we will use for GDPUD to identify potential funding opportunities include Grant Watch, Foundation Directory Online, Grants.gov, CA.Gov, trade journals, industry websites, Housing and Urban Development, Department of Labor, Department of Interior, and the Environmental Protection Agency just to name a few. For GDPUD to be successful, IG will first assist with developing or refining the search profile to ensure the appropriate sourcing for funding opportunities. Before any grant proposal development or implementation, IG is prepared to provide a flexible and agile detailed plan and strategy to the GDPUD's stakeholders. Once the overall plan is approved, we will then develop both a "Push and Pull" tactic. The "Pull" is to refine the search criteria and establish search standards to actively pursue Boolean, true or false, searches that align with the search criteria. The "Push" is to define our search criteria within the various search tools to enable those tools to send emails daily on potential funding opportunities based on interest, categories, and capability. The tools we use for our clients can search, filter, and create segmented prospect/lead lists; refine searches with dozens of filters to manipulate the data, and provide saved searches and export data for more structured analysis and reports. We will capture those grants in our opportunity pipeline tracker. *Below is an example of the pipeline report that is used to track short-range and long-range opportunities.*

STAGE		PROSPECTS	LOST	UNQUALIFIED
Identified		5		
Tracking				
Submitted				
Won				

Opportunity Research Pipeline																		
Status	Award Status	Opportunity Title	Opportunity Description	Grant Solicitation Details						Financial Values				Reporting Dates				
				Source of Lead	Type of Submission	Agency	Foundation	Website	Proposal Lead	Posted Va	Prime Value Est. or Actual	Sub Annual Value Est. or Actual	RFP/Seal	RFQ Drop	Prop Due	Award Due	Close Date	Upd
Identified		Office of Elementary and Secondary Education (OESE) Full-Service Community Schools (FCS) Program Assistance	support for the planning, implementation, and operation of full-service community schools that improve the coordination, integration, accessibility, and effectiveness of services for children and families, particularly for children attending high-poverty schools, including high-poverty rural schools.	Grants.gov website	electronic	Department of Education		https://www.grants.gov/web/grants/view-opportunity.html?oppId=32085										
Submitted		Institute of Education Sciences: Education Research: Transformative Research in the Education Sciences	intends to support innovative or unconventional research that has the potential to lead to new scientific paradigms, new and more effective approaches to education practice or policy, or transformative technologies that substantially increase	Grants.gov website	electronic	Department of Education		https://www.grants.gov/web/grants/view-opportunity.html?oppId=32084										
Won		Maternal and Child Health Workforce Development Center	Strengthen the practicing and future MCH workforce by providing training and collaborative learning for state title V maternal and child health services. Blue	HRSA	electronic	HRSA		https://www.hrsa.gov/grants/foia/foia02062103										

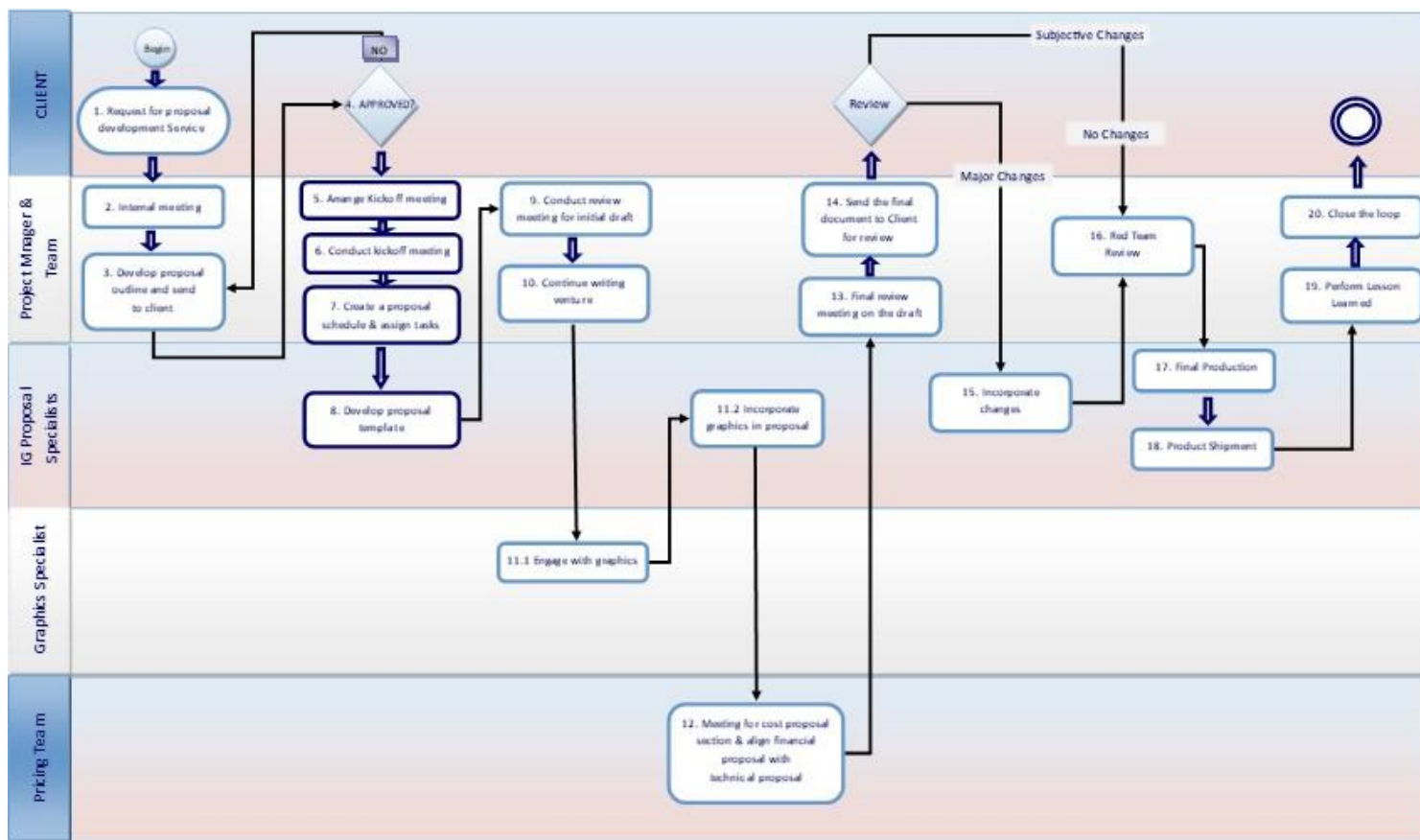
Grant Funding Tracking Pipeline Report

With over 22 years of researching and prospecting funding opportunities for organizations IG has demonstrated the ability to identifying funding opportunities from Grants.gov and Grant Watch



and developing winning grant proposals. Our proven approach was used by the Department of State, International Visitors Leadership Program for which GSUSA was awarded \$1.5M annually for the past 6 years. The same approach was also recently used for Health and Human Services (HHS), and Food and Drug Administration (FDA) award for \$2.6M. Both funding opportunities were first announced on the Grants.gov website. We will use resources mentioned as well as other such as Grants.Ca.Gov to search specifically for opportunities that match your organizational objectives in the areas of **Infrastructure Development and Maintenance, Expansion of services to support the community, GIS Geographic Information System, and Community and Municipal Planning.**

Below displays our proposal development workflow:



ON-CALL GRANT RESEARCH

Intuitive Group will provide ample time each month to work with the GDPUD for active grant research. Office hours of availability will be from Monday – Friday during normal business hours and requests will be answered within 24 hours.

GRANT TRACKING, REPORTING AND MANAGEMENT

We provide a monthly/quarterly grant report that includes the status of active/open grants and any grants applied for or being monitored by the district as possible funding opportunity. In addition,



we also report on activities that took place that month such as meetings and content that was created that month. For newly awarded grants, we will report on the assistance we provided on the documentation required by the funding agency. We will also report on all grant agreements that need to be reviewed by district counsel. This will include memorandums of understanding for grant funded projects shared with other local agencies. Through the monthly/quarterly grant reports we will advise the district staff on strategic actions to ensure that the district is in compliance to receive 100% of each grant. We will also use the monthly/quarterly grant to advise on budget shifts and any work modification request to the funding agency.

GRANT ADMINISTRATION

IG is prepared to assist the Georgetown Divide Public Utility District with program administration and reporting requirements stemming from grant funding. The IG team includes members who have experience with administering millions of dollars in funding from diverse government agencies, corporate, and private sources including dollars from the Department of Housing and Urban Development, Department of Justice, Office on Violence Against Women, state and local government sources, and foundation grants. **This includes completing reports and close out documents and submitting grant amendments. Additionally, IG has staff who are experienced with Program Evaluation and can provide guidance on grant eligible costs and on how to fully utilize existing grant money.** Program evaluation will ensure grant activities are making the greatest impact on the community and address any areas of improvement within grant-funded programs.

Below is Team IG’s administration process and the tools we use to ensure work performed for Georgetown Divide Public Utility District is delivered in a timely and transparent manner.

DETAILS	TIMELINE	FREQUENCY
IG develops a schedule for the submission of required progress and final reports and invoices to funding agencies as required by grant agreements	5 days after the contract award	Monthly
IG Reviews draft reports and invoices for accuracy and completeness	5 days after the contract award	As required
IG will work with District staff to correct any issues discovered during the review of draft reports and invoices.	Within 24 hours of the issue discovered	As required
IG will finalize and submit draft reports and invoices for submission to funding agency	Within 12-24 hours before the proposal submission date	As required
For DWR grants, IG will upload reports and any other required documents to “GRANTS” web portal	Within 12-24 hours before the proposal submission date	As required
IG will work with funding agency to correct any issues with submitted reports and invoices	Within 24 hours of the issue discovered	As required

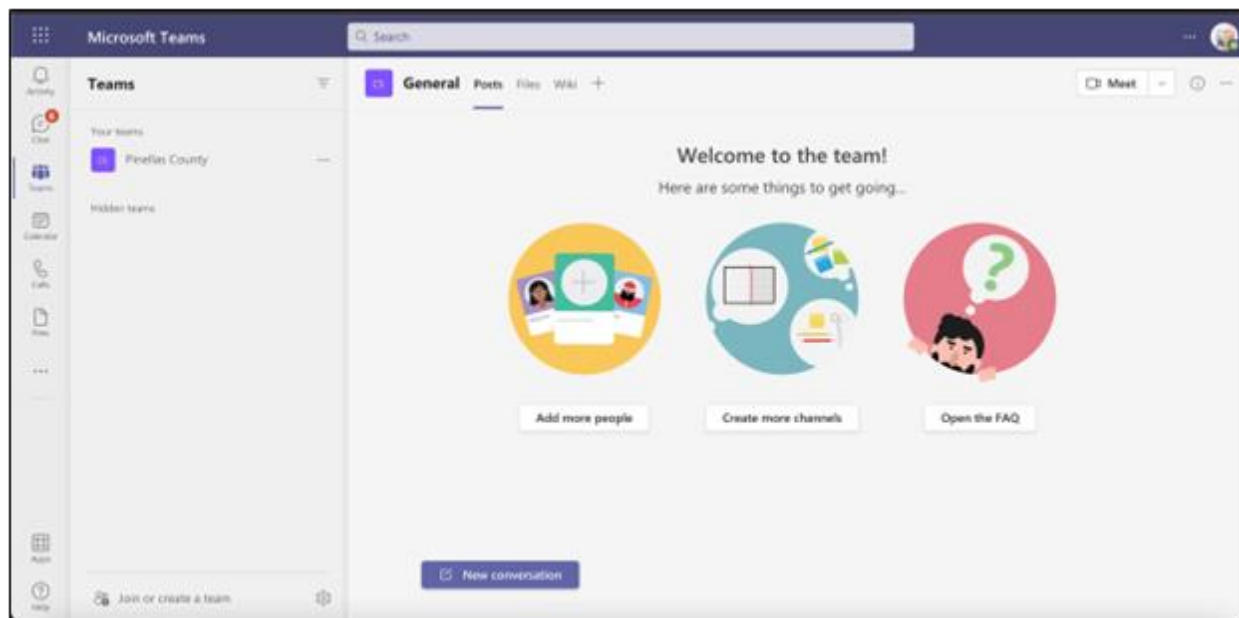


IG will provide a copy of each grant application submitted to the district	Right after submission	As required
IG will notify district staff when an original signature is required and provide District with documents for signature and instructions for the submission of the completed documents	Within 12-24 hours of notification	As required
For completed projects, IG will work with District staff to submit final close out documents to funding agency	Within 12-24 hours of notification	As required

In support of coordinating applications seamlessly, IG uses innovative approaches to managing proposal information and resources. We use the following tools:

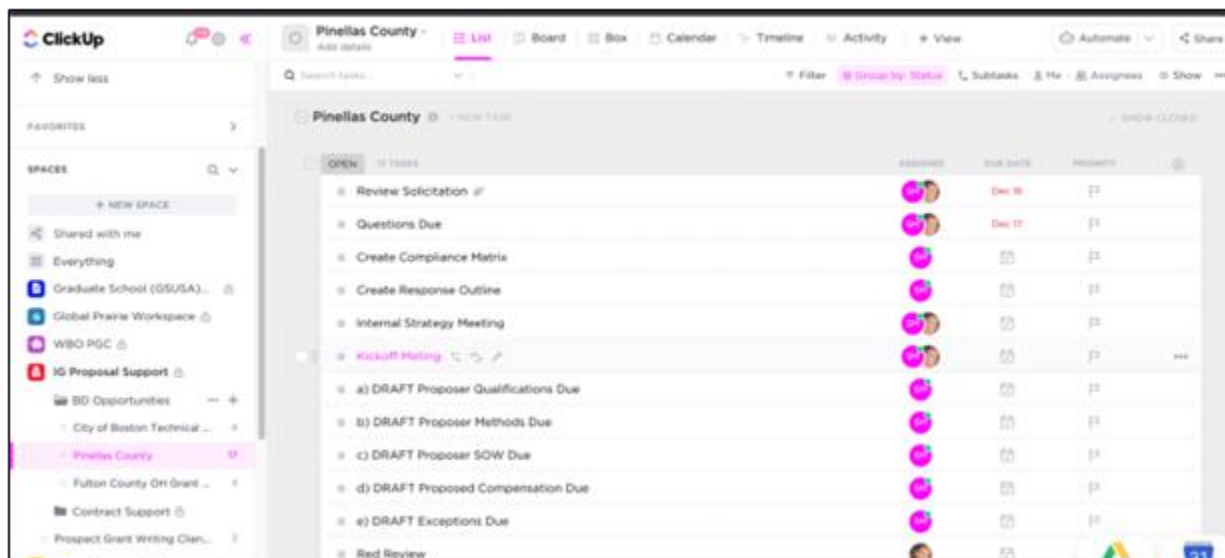
Microsoft Teams

MS Teams serves as the hub for IG’s grant application development process. IG utilizes this collaborative tool to schedule meetings, interact and communicate with personnel, assign grant proposal tasks, develop timelines, and store important links. MS Teams helps IG ensure the success of the grant proposal management process by managing not only the writing process, but also, the management of the entire grant proposal development process.

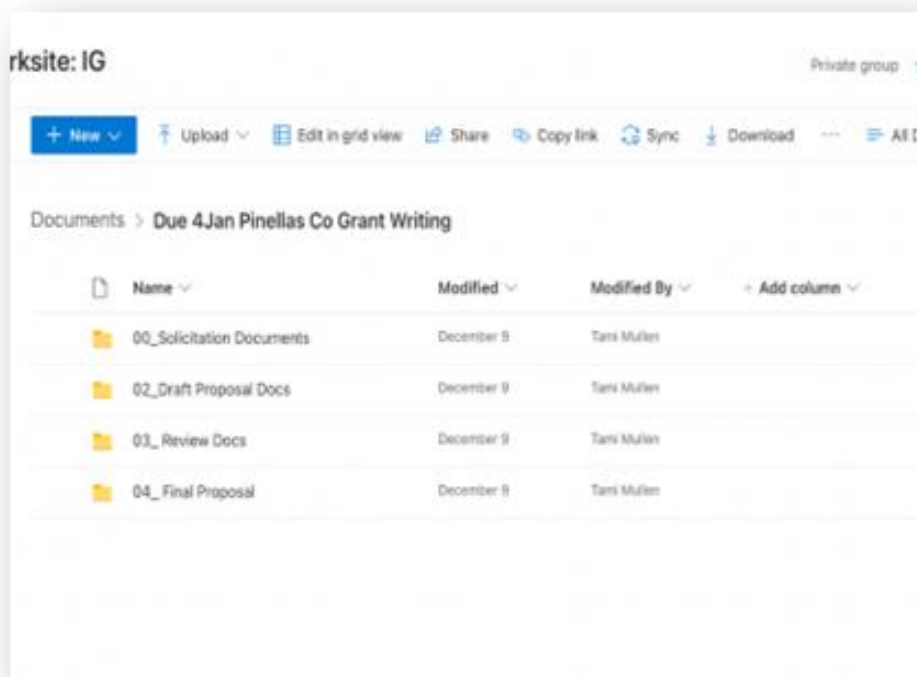


Click Up

IG uses click-up to track the management and coordination functions of grant proposals from start to finish. With Click up, Georgetown Divide Public Utility District will be able to assign comments with action items, chat and receive notifications in real-time, and share attachments. This is a collaborative communication tool that details every phase of the proposal development process. The benefit to the city is the transparency, time responsiveness, and status of where IG is during the writing process.



SharePoint



IG will create an approved schedule of vetted and viable grant opportunities for Georgetown Divide Public Utility District to pursue. IG will utilize SharePoint, the source repository, to store all documents related to the grant applications development process. In addition, we are prepared to create a highly engaging SharePoint custom repository or CRM (customer relationship manager) to track the pursuit status all active opportunities to include the name of the potential opportunity, potential funding amount, date of submission, brief description, funding status, and



person(s) responsible for tracking. This will allow GDPUD to keep an active database of potential funding opportunities which can be reported on a weekly basis. In addition, the SharePoint tool is considered an industry standard and would allow for varied content types.

The CRM has the capability to provide live lists allowing users to easily navigate funding data quickly. SharePoint allows for the creation of “search scenarios” which can make finding proposals, content, or templates easy to find. As an example, if a staff person is looking for a particular funding opportunity, SharePoint gives the ability to perform a quick “Search” by name, solicitation number, Agency, Customer, or other pertinent data point. Tedious data can be found quickly. GDPUD will realize several immediate benefits to include:

- Having a portable and accessible online tool;
- Creating KPI (key performance indicators) for pursuit metrics;
- Pulling ad hoc reports;
- Easy quick navigation of funding information and opportunities.

MONTHLY REPORTS

IG will provide monthly reporting on grant proposal activity to include current and upcoming grant opportunities presented to the city and whether the effort was pursued. In addition, we report on activities that took place over the month such as meetings, content created, and briefing sheets submitted to the city for review. A report detailing the amount of time expended per activity will be included in the report as well.

Proceeding each application submitted, IG engages clients with “Lessons Learned”. Whether opportunities are won or lost, we uncover the areas within a submission that work and mitigate the areas needing improvement.

E. PROJECT SCHEDULE

Intuitive Group will work with the GDPUD to create a schedule that is mutually cohesive and functional for all parties involved over the three year time span of the contract. During this time we will utilize proven methodology to generate a schedule to perform an analysis as well as review past grants submitted by the GDPUD that enables to focus on your priority as well as gain the knowledge of successful and unsuccessful applications and the issues that may have been the result of the award not granted. All of this to ensure that IG provides a succinct and productive timeline for completion of the process.

F. SUB-CONSULTANT & WORK BY OTHERS

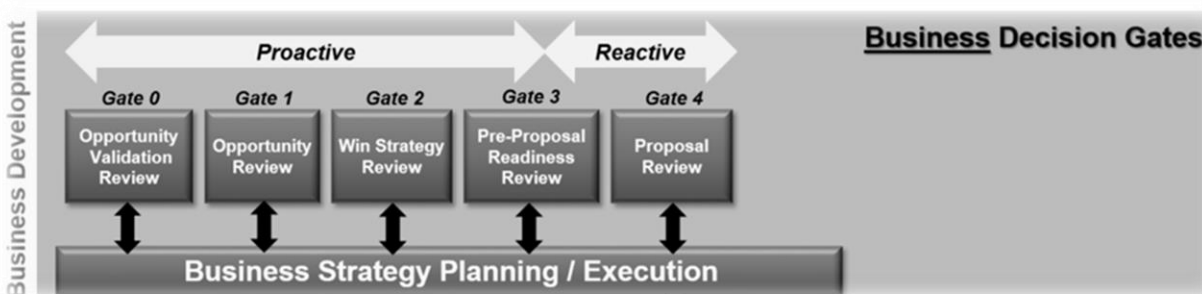
IG will **not** be utilizing subcontractors on this project.



G. IG'S RELEVANT EXPERIENCE & REFERENCES

INTUITIVE GROUP'S EXPERIENCE

IG takes a strategic approach to seek funding opportunities, and as a part of our strategy, we initially need to gain clarity. IG has various subscriptions to invest in tools to assist with tracking funding opportunities such as Grant Watch, Founding Directory Online, Grants.gov, Agency-specific sites, CDFA (catalog of federal directed assistance), Firstgov, and industry trade sites. IG will use its search tool resources to search for funding opportunities that initially may not be obvious. Often, funders research organizations and, based on the results of an internal vetting process, send a select number of organizations invitations to apply for grant funding; hence it is crucial to establish relationships first. *The Business Decision Gates allows us to be proactive in getting in front of a funder before requirements are publicized or exclusive invitations are sent.* With detailed proactive measures, we will build Business Decision Gates through the business planning process targeting those funding opportunities. *Below is our business decision gates model for successful grant development.*



IG is strategically effective at locating funding. We use a detailed framework to perform logical but flexible decisions to identify and vet funding opportunities. We will perform the following clarity decision gates with the GDPUD which includes:

1. Establishing Funding Clarity & Funder Research: Identification and drill down

- Explore data search engines and repositories, to determine where we look for opportunities
- Review funding request data and document buying habits
- Provide funding research and documentation
- Conduct a search and document past funding opportunities

2. Intel Planning & Analysis: Create the framework to position

- Identify and document opportunity gaps based on competition and funder research
- Document vulnerability and map to opportunity
- Review plan based on data and funding opportunities
- Create a funder strategy that is 6-12 months out



3. Contact & Outreach: Create a grant opportunity pipeline to track

- Opportunity assessment
- Research and identify 5-10 potential opportunities to track based on the GDPUD Capital Improvement Plan and any existing conditions report that can be provided
- Discuss viable potential opportunities with GDPUD stakeholders

4. Evaluation and Validation: Establish gate reviews

- Review benefits of go/no-go decision reviews: Perform a deep dive of funding opportunities, requirements, past performance, and programs to be funded
- Apply review outcomes to opportunities identified in the pipeline
- Discuss early funding response strategy, partners, matching, etc.

IG's Grant Writers are skilled in capturing opportunities using specific research tools/methods that include Early Opportunity Identification, Opportunity Tracking, and Go/No Go Decision matrices. These capabilities allow IG to work closely with the GDPUD's stakeholders, managers, and other applicable staff to analyze, identify, vet, and pursue opportunities in a streamlined and efficient manner; thus, allowing the city to see a myriad of opportunities as outlined in the Scope of Work in alignment with GDPUD's Capital Improvement Plan.

INTUITIVE GROUP'S REFERENCES

IG has a broad client base that ensures that our team continues to utilize the diverse yet similar skillsets to provide functionality and creativity with a depth of knowledge to each project we manage. We provide a one-on-one type of service to a myriad of entities that are similar in service needs yet diverse in organizational objectives. This provides the IG team with the ability to float from project to project while attaining a fluid sense of knowledge that covers a multitude of objectives while streamlining and focusing on your specific needs.

Our client base includes those seeking funding to maintain its federal education base, organizations seeking funding to stabilize the growth of housing needs, and cities looking for additional funding to assist their own revenue to bring forth a better quality of life to their residents.

Below, we present three examples of similar projects in which we provide grant writing, researching, and administration of the grant cycles as well as the management of funding balances so that the organization is able to gain the maximum spending amounts of each grant. Our process ensures that we are thorough in each area so that you get the maximum value of each award.

Project 1 - Northern California Power Authority (NCPA)	
Term of Agreement	2/2022 – 2/2027
Total value of Services Provided	\$500,000
Project Manager	\$500,000



Key Personnel	Shakeara Mingo and Nikki Sharp
Subconsultant	<u>N/A</u>
POC Contact Information	Emily Lemei 651 Commerce Drive Roseville, CA 95678 emily.lemei@ncpa.com (916) 781-4293
Project Description	
<p>The NCPA contracted the services of a grant analysis, writer researcher, and administrative support to prepare grant applications. The agreement specifically covers the following areas:</p> <ul style="list-style-type: none"> • Funding Needs Analysis - Work with Agency and/or Member(s) to assess current funding priority areas and identify new priority areas for funding. • Grant Funding Research - Conduct research to identify grant resources including, but not limited to federal, state, foundation, agencies and organizations that support funding needs and priorities in areas identified for the requesting Agency or Member. • Research on identified grants should include a summary of the grant reporting requirements, including one-time and ongoing reporting and audit requirements. The summary should also include an estimate of staff hours and costs related to implementing and managing the grant. • Grant Proposal Development - Provide grant proposal writing services associated with the completion of grant applications on behalf of the requesting Agency or Member, including the preparation of funding abstracts, production and submittal of applications to funding sources. • Grant Proposal Consultation - Provide assistance for the development of grant proposals undertaken by Agency or Member. • Monthly Reports - the Consultant may be requested to submit monthly reports to Agency and/or Member(s) summarizing the activities undertaken during the previous month. • Ad Hoc Reports - the Consultant may be requested to provide regularly updated reports compiling grant funding opportunities. 	

Project 3 - Housing Authority of Danville (HAD)	
Term of Agreement	11/2021 – 11/2022
Total Value of Services Provided	\$50,000
Project Manager	Carolyn Michaeli
Key Personnel	Shakeara Mingo
Subconsultant	N/A



POC Contact Information	Tim Kitts, Executive Director tkitts@danvillehousing.org (859) 583 0343
Project Description	
<p>The Housing Authority of Danville contracted the services of a grant writer to prepare grant applications for funding sources such as, but not limited to the United States Department of Housing and Urban Development (HUD). The goal of this agreement is to seek funding streams to provide transitional housing, emergency food assistance, and other needs specially related to the goals and objectives of the HAD and the community it serves. Among the services to be provided are (this is not an exclusive list):</p> <ul style="list-style-type: none"> • Create a comprehensive application checklist • Complete all mandatory and optional forms • Request and receive all third-party documentation and certifications from HAD • Create all match letter/Memorandum of Understandings (MOUs) • Create all narrative sections and budget sections • Request needed information from HAD for all evaluation criterion • Submit entire application package to the funding agency by the due date • Email entire the application package including grant submission confirmation to HAD • Provide post-submission support by phone and email 	

Project 2 - City of Hoboken (COH)	
Term of Agreement	12/2021 – 12/2022
Total Value of Services Provided	\$300,000
Project Manager	Tami Mullen
Key Personnel	Shakeara Mingo
Subconsultant	N/A
POC Contact Information	Jennifer Mastropietro Hoboken City Hall 94 Washington Street Hoboken, NJ 07030 jmastropietro@hobokennj.gov 201-420-2000 Ext.1401
Project Description	
<p>The City of Hoboken contracted the services of IG with significant experience in representing municipal clients or other local governments and public agencies in the State of New Jersey. The services contracted include the research, submission of applications and administrative support to the following but not limited to entities:</p> <ul style="list-style-type: none"> • US Department of Energy’s conservation and resiliency programs • HUD’s Affordable Housing tax credits • Community Development Block Grants (“CDBG”) and HOME program grants 	



- FEMA’s Section 404 and 406 grants
- Assistance to Firefighters Grants (AFG)
- Flood Mitigation Assistance Grants
- Hazard Mitigation Grant Program (“HMGP”) and Pre-Disaster Mitigation Grant Program
- Historic Preservation Tax Credits
- New Market Tax Credits
- Congestion Mitigation Air Quality (“CMAQ”)
- Edward Byrne Memorial Justice Assistance Grants

Project 4 - City of Hoboken (COH)	
Term of Agreement	12/2015 – 1/2022
Total Value of Services Provided	\$936,000
Project Manager	Tami Mullen
Key Personnel	Nikki Sharpe and Shakeara Mingo
Subconsultant	N/A
POC Contact Information	Robin Smith 600 Maryland Ave SW, Ste 180 Washington DC 20024 robin.smith@graduateschool.edu 202 836 1433
<p>Project Description</p> <p>Graduate School USA contracted the services of IG to provide Office Administration and Management Consulting for the organization.</p> <p>For Office Administration, IG provides support of all marketing communication initiatives text or graphics, IG approaches the solution using all of the following:</p> <ul style="list-style-type: none"> • Word processing for the development of the written text, reports, fact sheets, white papers and analysis • MS word for content drafting and editing, design and development, analysis, critique and review • Excel spreadsheets for budget development, pricing development, budget calculations, spend analysis, cost trending, and invoicing • MS Publisher desktop publishing design for document covers, white paper graphic elements; SharePoint for document management and document versioning control • MS Word for design and development of proposal resume creation • MS Office meeting facilitation, scheduling support, and cloud filing support 	



IG also provides Management Consulting and is responsible for providing business development strategy and management consulting to GSUSA Business Development and Learning Solutions Unit. This includes:

- Developing clear corporate growth objectives and a framework to pursue new business
- Providing market analysis, competitor analysis, customer account planning and business pipeline development for business development professionals
- Developing a framework to capture strategy and capture the planning process and strategy to position themselves for a specific program
- Understanding all aspects of contracts including decision-makers, incumbents, competitors, teams, key personnel, winning solutions, win strategies, and pricing structures
- Performing competitor analysis, teaming strategies and bid decision process and implementation
- Provided contracts management and administration which includes advising on FAR/DFAR regulatory impacts to the organization
- Oversight and evaluation of all major proposals, monitoring major contracts, lead or assist in key negotiations
- Resolving performance issues, identifying risks and associated mitigations
- Ensure compliance with GSUSA policies, procedures as well as government and contract requirements

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LETTER OF AUTHORIZATION



Intuitive Group
9221 Hampton Overlook
Capitol Heights, MD 20743

July 14, 2022

Adam Coyan, General Manager
Georgetown Divide Public Utility District Office
6425 Main Street
Georgetown, CA 95634

Dear Mr. Coyan,

This letter is to authorize Erica L. Cooper with the ability to sign this proposal document for the Grant Writer Services requested by the Georgetown Divide Public Utility District Office as it grants her signatory authority.

Please do not hesitate to contact me if you have any questions or concerns.

Best regards,

A handwritten signature in black ink, appearing to read "Tami Mullen", with a long, sweeping horizontal line extending to the right.

Tami Mullen
Principal, Sr. Consultant

Response to Request for Proposal (RFP):
Georgetown Divide Public Utility District
Grant Writer Services
July 14, 2022 | 3:00 PM



INTUITIVE GROUP
WORK REIMAGINED

Submitted By:
Intuitive Group
9221 Hampton Overlook
Capitol Heights, MD 20743

Tami Mullen
tmullen@intuitivegrp.co

Submitted To:

Adam Coyan, General Manager
Georgetown Divide Public Utility District Office
6425 Main Street
Georgetown, CA 95634
gm@gd-pud.org

Tel: (530) 333-4356 x101
Fax: (530) 333-9442





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H. Rate Schedule..... 1



H. RATE SCHEDULE

Pricing Justification:

Ten (10) days after contract award, Intuitive Group is prepared to hold a kickoff meeting to meet with the Georgetown Divide Public Utility Office (GDPUD) and its stakeholders to determine the funding goals and potential opportunities. The estimate of hours should be based on application requirements and the number of the opportunities GDPUD would like to pursue. Should the GDPUD wish to implement the hourly rate as agreed, IG will provide upfront estimates per grant application based on the level of effort, partners, and submission date(s) provided before commencing work. Once the estimate of hours has been provided and approved by the GDPUD, IG will prepare the grant submission at the agreed upon labor rates and hours approved.

Pricing Options	Deliverables	Pricing
#1	<p>Fixed Price per Funding Opportunity. The number of pages represents grant response pages.</p> <p>All pricing includes Grants Team Staff support, this includes management, research, advisory, consulting, writing, editing, reviews, budget development, business documents, coordination, and submission.</p> <p><i>All staff has at least 5 years of grant writing expertise.</i></p> <p>*invoiced monthly*</p>	<p>Response Pages 0-25 \$2500 26-50 \$3500 50+ Hourly rate</p>
#2	<p>Grants Manager/Researcher</p> <p>Grants Writer</p>	<p>\$70/hour</p> <p>\$63/hour</p>

*Customer has the option to either utilize Intuitive Groups services on a Fixed Price Monthly or Retainer basis.

Timeframe:

10 days after contract award, Intuitive Group is prepared to hold a kickoff meeting to meet with stakeholders to determine the funding goals and potential opportunities. Timeframe for submissions is based on the application requirements number of opportunities customer would like to pursue. Should the stakeholders wish to implement the hourly rate as agreed, IG will provide upfront estimates to the customer per grant application based on the level of effort, partners, and submission date(s) provided before commencing work.



Once the estimate of hours has been provided and approved, IG will prepare the grant submission at the agreed-upon pricing.

Cancellation Fees: IG requires 7 days' notice for all cancellations prior to grant application due dates. Any cancellations after work has been approved will be billed at the hourly rate of \$68/hr.

RESOLUTION NO. 2022-XX

**OF THE BOARD OF DIRECTORS OF THE
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT
AUTHORIZING THE GENERAL MANAGER TO EXECUTE A PROFESSIONAL
SERVICES AGREEMENT FOR CONTRACT GRANT WRITER SERVICES WITH
INTUITIVE GROUP, NOT TO EXCEED \$XXXXXX**

WHEREAS, on May 12, 2022, the Georgetown Divide Public Utility District issued a Request for Proposals for grant writer services to support Capital Improvement Plan construction projects and general projects; and

WHEREAS, one qualified proposal was received by the closing date of July 14, 2022, and

WHEREAS, Intuitive Group was deemed to have met all proposal criteria, and

WHEREAS, a Professional Services Agreement with Intuitive Group was then prepared for an amount not to exceed \$XXXXXX; and

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE BOARD OF DIRECTORS OF THE GEORGETOWN PUBLIC UTILITY DISTRICT THAT:

1. The professional services agreement is awarded to Intuitive Group; and
2. The General Manager is authorized to execute a professional services agreement with Intuitive Group. in the amount not to exceed \$XXXXXX for grant writer services for FY 2022/2023

PASSED AND ADOPTED by the Board of Directors of the Georgetown Divide Public Utility District at a meeting of said Board held on the 9th day of August 2022, by the following vote:

AYES:

NOES:

ABSENT/ABSTAIN:

Michael Saunders, President, Board of Directors
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT
Attest:

Adam Coyan, 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 2022-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 9th day of August 2022.

Adam Cohan, Clerk and Ex officio
Secretary, Board of Directors
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

DRAFT

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into this 9 day of August, 2022, (the “Effective Date”) by and between the Georgetown Divide Public Utilities District, a California Public Utilities District (“District”), and Intuitive Group (“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 non-audit services to assist the District in reviewing and updating finance and accounting policies and procedures (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 **XXXX**, 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 David Harden 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: Churchwell White LLP
1414 K Street, 3rd Floor
Sacramento, California 95814
Attention: Barbara A. Brenner, Esq.

If to Consultant: Intuitive Group
9221 Hampton Overlook
Capital Heights, MD 20743

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: _____
Adam Coyan, General Manager

Date: _____

Approved as to Form:

Barbara A. Brenner, General Counsel

CONSULTANT:

By: _____

Name: _____

Date: _____

EXHIBIT A

Services

EXHIBIT B

Rates