

**REPORT TO THE BOARD OF DIRECTORS
BOARD MEETING OF SEPTEMBER 13, 2022
AGENDA ITEM NO. 9.A.**



AGENDA SECTION: NEW BUSINESS

**SUBJECT: AFFIRMATION OF EMPLOYMENT AGREEMENT FOR THE
NEW GENERAL MANAGER**

PREPARED BY: Heather Renschler, Ralph and Associates

APPROVED BY: Adam Coyan, General Manager

BACKGROUND

The District entered into a Professional Services Agreement with Ralph Anderson & Associates to provide executive search services on March 18, 2020 (Attachment 1). The consultant prepared a recruitment brochure (Attachment 2) for circulation. Applications were received and reviewed, interviews were conducted, and an employment agreement with Adam Coyan was affirmed by the Board of Directors on July 13, 2021. During the regular Board meeting of August 9, 2022, Mr. Coyan announced that he has given his 60-day notice and resignation.

DISCUSSION

The Board of Directors was able to reinstate the services of Ralph Anderson & Associates to draw upon the previous recruitment efforts to select the new General Manager. Nicholas Schneider was reinterviewed and selected for the position. During closed session of the July 26, 2022, the Board of Directors considered the Employment Agreement for the General Manager position. The Agreement was offered and accepted by Mr. Schneider on August 26, 2022. The signed agreement is included with this report as Attachment 3 and the job description as Attachment 4.

The Employment Agreement between the Georgetown Divide Public Utility District with Nicholas Schneider provides for an annual salary of \$169,000; a CalPERS retirement of 2% at 62, deferred compensation of 5% of base salary per year, annual vacation leave of 120 hours, and administrative leave of 40 hours per year.

FISCAL IMPACT

The salary and benefits contained in the Employment Agreement is budgeted in the interim FY 2022-2023 Budget.

CEQA ASSESSMENT

This is not a CEQA Project.

RECOMMENDED ACTION

It is recommended that the Board of Directors affirm the Employment Agreement between the Georgetown Divide Public Utility District and Nicholas Schneider with the adoption of Resolution 2022-XX.

ALTERNATIVES

The Board may choose to request substantive changes to the Resolution for Staff to implement.

ATTACHMENTS

1. Professional Services Agreement – Ralph M. Anderson & Associates
2. Recruitment Brochure
3. General Manager Employment Agreement
4. General Manager Job Description
5. Resolution 2022-XX

Professional Services Agreement Executive Search Services

This Agreement is made by and between the Georgetown Divide Public Utility District (“the GDPUD”), and Ralph Andersen & Associates (“the Consultant”).

1. **Search Engagement.** The GDPUD agrees to engage the Consultant to perform those services described below, for completion of the project described as follows: General Manager Executive Search Services (“the Search”).
2. **Services.** The Consultant agrees to perform certain services necessary for completion of the Search, which services shall include, without limitation, the following:
 - a) Position Analysis
 - b) Advertising Campaign
 - c) Candidate Identification
 - d) Resume Review and Screening
 - e) Preliminary Interviews
 - f) Detailed Reference Checks
 - g) Recruitment Report
 - h) Client/Finalist Interviews
 - i) Final Interview Assistance
 - j) Follow-up Correspondence

A complete description of the services to be provided is contained in a proposal from the Consultant to the GDPUD, dated February 22, 2020, which is incorporated herein by reference.

3. **Relationship.** The Consultant is an independent contractor and is not to be considered an agent or employee of the GDPUD.
4. **Compensation.** As full compensation for the Consultant’s professional services performed hereunder, the GDPUD shall pay the Consultant the fixed amount of \$27,500 (Twenty-Seven Thousand Five Hundred Dollars) (“fixed fee”). Expenses included in the fixed fee include such items as advertising, consultant travel for meetings, clerical, graphics, research, printing and binding, postage and delivery, and long-distance telephone charges. On top candidates, education verifications, Internet and Lexis/Nexis searches will be conducted. Education verifications, DMV check, wants and warrants, civil and criminal litigation search (after contingent offer is made), and credit checks will be conducted on the top two (2) candidates. The GDPUD will be responsible for all Candidate expenses related to onsite interviews.
5. **Compensation for Additional Services.** In the event the GDPUD requires services in addition to those described in Paragraph 2, the Consultant shall be compensated at the

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Consultant's standard hourly rates for professional services plus reimbursement of expenses described above.

6. **Method of Payment.** The GDPUD will be invoiced in 4 (four) payments as follows:
 - a) Following kick-off and finalization of recruitment brochure – \$8,250 (Eight Thousand Two Hundred Fifty Dollars)
 - b) After the closing date – \$8,250 (Eight Thousand Two Hundred Fifty Dollars)
 - c) After finalist interviews – \$8,250 (Eight Thousand Two Hundred Fifty Dollars)
 - d) Upon placement – \$2,750 (Two Thousand Seven Hundred Fifty Dollars)
7. **Term.** The term of this agreement shall commence upon execution of this Agreement by both parties, at which time the Consultant shall begin work on the Search and shall continue, subject to the termination provisions of Paragraph 9, until the date that the Consultant completes the Search. The time of completion of the Search is estimated to be 75 to 90 days (seventy-five to ninety days) from project initiation.
8. **Guarantee.** If, during the first year of employment, the new General Manager resigns or is dismissed for cause by the GDPUD, the Consultant agrees to perform another search for a General Manager for no professional services fee. The Consultant shall be entitled to reimbursement of expenses described above and incurred during such search. If a placement is not made in the first outreach effort, the Consultant will conduct a second outreach effort with no charge for Professional Services. GDOYD would be expected to pay for all incurred expenses.
9. **Termination.** This agreement may be terminated: (a) by either party at any time for failure of the other party to comply with the terms and conditions of this Agreement; (b) by either party upon 10 days prior written notice to the other party; or (c) upon mutual written agreement of both parties. In the event of termination, the Consultant shall stop work immediately and shall be entitled to compensation for professional service fees and for expense reimbursement to the date of termination.
10. **Insurance.** The Consultant shall maintain in force during the term of the agreement, Comprehensive General Liability Insurance with the Extended Liability Endorsement, including Personal Injury; Commercial Umbrella Liability; Automobile Liability Insurance, including Non-Owned and Hired Liability; and Workers' Compensation and Employers' Liability Insurance. Such insurance shall be in amounts reasonably satisfactory to the GDPUD.
11. **Hold Harmless.** The Consultant shall be responsible for its acts of negligence, and the GDPUD shall be responsible for its acts of negligence. The Consultant agrees to indemnify and hold the GDPUD harmless from any and all claims, demands, actions and causes of action to the extent caused by the negligent acts of the Consultant, its officers, agents and employees, by reason of the performance of this agreement. This indemnity shall **not** be construed to require indemnification of others.

12. Miscellaneous.

- a) The entire agreement between the parties with respect to the subject matter hereunder is contained in this agreement.
- b) Neither this agreement nor any rights or obligations hereunder shall be assigned or delegated by the Consultant without the prior written consent of the GDPUD.
- c) This agreement shall be modified only by a written agreement duly executed by the GDPUD and the Consultant.
- d) Should any of the provisions hereunder be found to be invalid, void or voidable by a court, the remaining provisions shall remain in full force and effect.
- e) This agreement shall be governed by and construed in accordance with the laws of the State of California.
- f) All notices required or permitted under this agreement shall be deemed to have been given if and when deposited in the United States mail, properly stamped and addressed to the party for whom intended at such party's address listed below, or when delivered personally to such party. A party may change its address for notice hereunder by giving written notice to the other party.

APPROVED:

RALPH ANDERSEN & ASSOCIATES

GEORGETOWN DIVIDE PUBLIC UTILITY
DISTRICT

By: Heather Renschler

By: Jeff Nelson

Name Printed: Heather Renschler

Name Printed: JEFF NELSON

Title: President/CEO

Title: General Manager

Date: March 11, 2020

Date: 18 MARCH 2020

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General Manager

Georgetown Divide Public Utility District



The Georgetown Divide Public Utility District (formed in 1946) is located between the Middle and South Forks of the American River, nestled in the heart of the Sierra Nevada Foothills and Northern California's Gold Country.

The Divide has a population of about 15,000 with 415 square miles located in El Dorado County. The communities of Garden Valley, Kelsey, Pilot Hill, Greenwood, and Cool surround Georgetown. The origins of District facilities can be directly traced back to 1852 and the El Dorado, Pilot, and Rock Creek Canal Companies, one of the first established water purveyors in the State of California – a not inconsequential result of James Marshall's discovery of gold in nearby Coloma. Following the decline in gold production, agriculture and lumbering became the staple industries on the Divide for many years.

The focus of the District water supply system is the Stumpy Meadows Reservoir, a 20,000 acre-foot impoundment on Pilot Creek, at the eastern edge of the District. Water from this source of supply traverses down through some 75 miles of ditch and pipeline to provide agricultural water and raw water supplies for the District's treated water division.

The community is a haven for those who enjoy boating, hiking, fishing, and hunting, and is well known for its fine wine grapes and specialty agriculture. Events to watch for are Founder's Day and the annual Jeepers Jamboree. Access is through Highway 50 and Highway 80, giving close proximity to year-round recreational activities in Lake Tahoe, the Sierra Nevada Mountains, and the scenic foothills.

Governance

The District operates under a governing five-member Board of Directors elected at-large for four-year overlapping terms. The District's management is under the direction of the General Manager who is appointed by and serves at the pleasure of the Board. The General Manager also serves as the Clerk to the Board and ex-officio Secretary of the Board.

The Board of Directors meets monthly on the second Tuesday of the month at the District Office located at 6245 Main Street in Georgetown.

The Position

The General Manager is an at-will position appointed by and receiving broad policy direction from the Board of Directors. This position is directly responsible for all affairs of the District including administration, public relations, operations, engineering, and related support activities with a staff of 22 and budget of approximately \$4 million annually. The General Manager is charged with successfully utilizing both internal and external resources to forward the mission of the District and to achieve District objectives and goals. The General Manager is the appointed Clerk and ex officio Secretary of the Board. Additionally, the General Manager serves as a highly visible representative of and advocate for the District within the 75,000 acre service area and the region.

Serving as the Chief Administrative Officer for the District, the General Manager has key responsibilities that include:

- Oversight of and responsibility for the sustainable and reliable water supply and stewardship of resources;
- Assume responsibility for the efficient functioning of District operations through leadership of all staff and ensure conformance with applicable statutes, regulations, policies, and ethical standards;
- Oversee emergency operations and preparedness in consultation with the Director of Operations;
- Deal with short- and long-term capital programs, political influences, and other stakeholders;
- Preparation of agenda and advise the Board regarding all District matters impacting employees, community representatives, and other government agencies;
- Monitor and analyze legislation and regulations that could impact District operations and represent the District to community organizations and other government agencies at the local and state level;
- Prepare administrative and financial reports as well as recommendations for the Board of Directors including operating and capital budgets and financial planning policies;
- Work directly with consultants and attorneys regarding water rights, engineering matters, and other administrative matters;
- Develop and implement District-wide strategic plan, policies, programs, goals, and objectives as directed by the Board;

Georgetown Divide Public Utility District General Manager

responsible for District wide goal-setting, performance management, and evaluation of program effectiveness;

- Represent the Board's policies and programs with other government agencies; serve as a liaison with the State Water Resource Control Board, Central Valley Regional Water Quality Control Board, Department of Fish and Game, El Dorado County Board of Supervisors, El Dorado County Water Agency, neighboring water districts, local fire districts, and other entities;
- Represent the District through active participation in various water industry organizations, conferences, and trainings on a regional and/or statewide basis to advocate District interests and maintain awareness of industry developments;
- Oversee the operation of onsite waste disposal systems (1,400 home sites) in the Auburn Lake Trails Onsite Waste Disposal Zone;
- Serve as the Employer-Employee Relations Officer governing organization employer-employee relations, all personnel matters including employment procedures, labor relations, disciplinary matters, training, and succession planning; and
- Active involvement and civic engagement in the local area in support of the Board and the District combined with a keen desire to be part of the community.

The Ideal Candidate

The ideal candidate for General Manager of Georgetown Divide PUD will possess many of the following personal and professional attributes:

- Known as a credible leader who creates a work environment that is supportive of staff, allows for employees to grow and flourish in their positions, and develops teamwork among staff;
- A visionary who will help to guide the District in current and future endeavors yet continue to ensure reliable and sustainable water resources and other services;
- Consensus builder, facilitator, and seen as a "go-to" resource;
- Able to effectively, passionately, and boldly lead a highly technical organization with

vigor and enthusiasm complemented with a proven track record of success in the administration of a full range of organizational issues;

- Have experience in public administration including fiscal planning and policy development;
- Have an extensive understanding of water issues (preferably in California) with a commitment to conservation and industry best practices;
- Be politically astute with the sensitivity and ability to work toward mutually beneficial solutions;
- Be innovative, creative, and possess an entrepreneurial management style;
- Possess a high level of integrity and honesty;
- Be an excellent communicator, both orally and in writing, with the ability to present public presentations with ease; and
- Maintain a fair and impartial approach to all communication with the Board of Directors.

In summary, the Board of Directors is seeking a qualified and experienced administrator who will oversee the organization with an engaging personal style. A sense of humor and ability to lead and connect with staff is very important to the Board and will serve the new General Manager well for years to come.

Qualifying Education and Experience

Any combination of education and experience that would provide the required knowledge and abilities is qualifying. A typical way to obtain the requisite knowledge and abilities would be:

Education: A Bachelor's degree with major course work in engineering, business or public administration, or a related field; a Master's degree and/or registration as a Professional Engineer may be a plus based on overall career experience.

Experience: Relevant broad and extensive professional experience including management level experience within a government agency or private utility industry. California experience is highly regarded and preferred although all qualified candidates

are encouraged to submit qualifications and career history for consideration. The Board will consider out-of-state candidates on a case-by-case basis.

Compensation

The annual salary range will be competitive for the region and will be based on qualifications. This at-will position will be supported by a mutually agreeable negotiated employment contract that includes an excellent executive benefit package including CalPERS retirement (2% @ 55 for Classic Members; 2% @ 62 for New Members). Candidates should be aware that the District **does** participate in Social Security. Moving and relocation may be offered to the selected candidates. Further details on benefits may be obtained through Ralph Andersen & Associates or on the District's website.

To Be Considered

This is a confidential recruitment and will be handled accordingly throughout the various stages of the process. **References will not be contacted until mutual interest has been established.** Candidates are encouraged to express interest immediately and apply ASAP but no later than **Monday, May 11, 2020**. This recruitment may close anytime a pool of top caliber candidates have been identified. It is anticipated that the most highly qualified candidates will be invited for initial video interviews with the Board during late April/early May as a result of COVID-19 situation. Contract approval of the employment contract with the new General Manager will be presented at a regularly scheduled meeting as soon as feasible; anticipated in May 2020. The selected candidate will ideally join the District as soon as possible at a mutually agreed upon date.

Candidates would submit a compelling cover letter and comprehensive resume to Ralph Andersen & Associates via email at apply@ralphandersen.com.

Confidential inquiries are welcomed to Heather Renschler at (916) 804-2885. Candidates are also encouraged to further research the Georgetown Divide Public Utility District website at www.gd-pud.org.

Georgetown Divide Public Utility District is committed to equal employment opportunity.

**EMPLOYMENT AGREEMENT
GEORGETOWN DIVIDE PUBLIC UTILITY
DISTRICT GENERAL MANAGER**

THIS EMPLOYMENT AGREEMENT ("Agreement") is made and entered into this 17 th day of August 2022 ("Effective Date"), by and between the Georgetown Divide Public Utility District, a California public utilities district (the "District") and Nicholas Schneider ("Employee"), an individual. The District and Employee may individually be referred to herein as "Party" or collectively as "Parties". There are no other parties to this Agreement.

RECITALS

A. The District has created the position of District Manager ("General Manager"), pursuant to Public Utilities Code section 16111, subdivision (d), to be the administrative head of the District government under the direction and control of the District's Board of Directors ("Board").

B. The District has been actively recruiting for the position of General Manager and has interviewed numerous qualified applicants.

C. The Board has evaluated Employee's knowledge, experience, administrative skills, and abilities, as evidenced in his professional background, and has determined that Employee is the best candidate within the District's General Manager salary range and is qualified to fill the position of General Manager; and

D. The Parties desire to execute this Agreement pursuant to the authority of and subject to the provisions of Government Code section 53260 et seq. to appoint Employee as the General Manager for the District.

NOW, THEREFORE, in consideration of the mutual covenants entered into between the Parties and in consideration of the benefits that accrue to each, it is agreed as follows:

Section 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 19 of this Agreement, Sections 1 through 19 shall prevail.

Section 2. Appointment of General Manager, Duties and Term.

Section 2.1 Appointment of General Manager. The Board hereby appoints Employee to the position of General Manager, in and for the District, to perform the function and duties of the General Manager as specified in this Agreement, and Employee ~~accepts such appointment and employment pursuant to the terms of this Agreement.~~ Employee's starting date with the District is September 26, 2022.

Section 2.2 Term. The term of this Agreement shall commence on the Effective Date and shall continue until terminated by one or both of the Parties (“Term”), as outlined in Section 15 of this Agreement.

Section 2.3. General Manager Duties. For the Term, Employee shall perform the functions of the General Manager position in accordance with Public Utilities Code section 16114, the terms of this Agreement, and the District's General Manager job description, last ratified as of May 2020, which is attached hereto as **Exhibit A**. Employee's duties, responsibilities, and limitations as General Manager include, but are not limited to:

A. Under administrative direction of the Board, Employee shall be in charge of the administrative public relations, personnel, and general affairs of the District. Employee shall represent the Board's policies and programs with other employees, community organizations and the general public. Employee shall report to the Board as needed, including at regular and special meetings, work with other employees of the District, including preparation of contracts, review of budget requests and to make those recommendations reasonably necessary to run the District.

B. Employee does not have authority to enter into any contract in excess of Forty-Five Thousand Dollars (\$45,000.00) without the express consent of the Board. Employee has authority to enter into any contract up to Forty-Five Thousand Dollars (\$45,000.00), which expenditure is set forth in the approved annual budget, consistent with District Ordinance 2012-18 or any modification thereto, which sets forth the General Manager’s contracting authority

C. Employee shall conduct the business of the District and report to the District at general or other meetings noticed by the District. Employee shall otherwise have the responsibility and authority for operation of all works of the District, including its infrastructure, reservoirs, tanks, water treatment plants, water conveyance, water pipelines, and any and all other equipment and property. Employee shall be responsible for supervising and directing personnel at the District, including personnel actions. However, Employee shall not have the authority to alter the job position or compensation of any employee without express permission and consent of the Board.

D. Employee shall become fully aware and knowledgeable of the requirements of the applicable job duties of the General Manager. Employee acknowledges receipt of a copy of the job description for General Manager for the Georgetown Divide Public Utility District, last ratified as of May 2020. Employee represents to have the time, skill and background in order to properly effectuate those job duties.

Section 2.4 No Secondary Employment. Employee agrees to devote all of his productive time, ability and attention to the District's business. During the Term of this Agreement, Employee shall not hold secondary employment and shall be employed exclusively by the District, subject to any exceptions approved in writing by the Board. Provided, however, that Employee has the right to volunteer for such nonprofit organizations as he may see fit; and further provided that such volunteer services shall not interfere with his duties as General Manager.

Notwithstanding the above, the District acknowledges Employee’s current outside employment as an adjunct professor at Mount Jacinto College where he teaches an online class in Horticulture. It is understood and agreed that this outside employment will not interfere with

Employee's duties to the District. If at any time it is determined by the Board of Directors that this or other outside employment is in any way inconsistent with the interests or objectives of the District, Employee will be notified of such and required to cease such outside employment.

Section 2.5 Exempt Position. The position of General Manager is an exempt position for purposes of the Fair Labor Standards Act of 1938 (29 U.S.C. § 201 et seq.). The general business hours for District employees are Monday through Friday, 7:45 a.m. to 4:30 p.m. This full-time employment will typically average forty (40) hours of work per week. Employee's typical working hours will be during regular business hours, plus evening hours as needed to attend Board meetings and other District business. However, it is recognized by the Parties that Employee's hours may exceed forty (40) hours of work per week. As such, Employee shall not receive overtime or extra compensation for hours worked outside of general business hours which are necessary to fulfill the duties of the General Manager position.

Section 2.6 At-Will Employment. Employee is an "at will" employee serving at the pleasure of the Board, as provided in Public Utilities Code section 16112. Accordingly, the Board may terminate Employee's employment at any time, with or without cause, by a three-fifths (3/5) vote of the Board.

Section 2.7 No Property Right in Employment. Employee understands and agrees that the terms of his employment are governed only by this Agreement, and that no right of employment for any specific term is created by this Agreement. Employee further understands that based on his "at will" employment status, he acquires no property interest in his employment by virtue of this Agreement, and that he is not entitled to an administrative hearing or other due process for any disciplinary actions, including termination, by the District.

Section 2.8 No Membership in Bargaining Unit. Employee understands that he is not a member of any bargaining unit and is not covered by the terms of any Memorandum of Understanding with any represented or unrepresented group of District employees

Section 3. Compensation.

Section 3.1 Base Salary. Employee shall be paid at a rate of One Hundred Sixty-Nine Thousand Dollars (\$169,000.00) ("Base Salary") per year. Payments will be made on regularly scheduled payroll dates and shall be subject to all applicable payroll withholdings. Such compensation shall be the only compensation the District pays, and the Employee receives, for Employee's services under this Agreement.

Section 3.2 Health, Dental, and Vision Insurance Benefits. During the Term of this Agreement, the District agrees to contribute to basic medical insurance premiums, excluding dental and vision, in the following manner: (A) for the Employee only plan, the District will pay one hundred percent (100%) of the premium for the lowest plan available; (B) for the Employee plus one dependent plan or the Employee plus two or more dependents, the District shall pay the premium at the previous year maximum contribution rate and shall adjust up to ninety-three percent (93%) of the costs of the current year premium for the lowest plan available, as shown in **Exhibit B**, which is attached hereto. Notwithstanding the above, the District shall not pay for a

premium increase that exceeds twelve percent (12%) of the previous year's premium. For dental and vision insurance, the District shall pay the premium for the Employee only, but coverage may be extended to Employee's dependents at the option and expense of Employee.

Section 3.3 Life Insurance. The District shall pay for term life and accidental death and dismemberment insurance coverage for Employee with a death benefit equal to Employee's Base Salary, as provided in Section 3.1 of this Agreement.

Section 3.4 Retirement Benefits. Employee shall be enrolled in the PERS 2% at 62 Plan (PEPRA). Pursuant to the Public Employees' Pension Reform Act, Employee shall contribute 6.75% of District's cost rate of as contribution to PERS plan as required contribution. District's contribution on behalf of Employee is 7.47% for FY 2022-23. Employee's plan shall be integrated with Social Security.

Section 3.5 Deferred Compensation. Employee has been enrolled in the ICMA Deferred Compensation Plan. The District will contribute a matching amount of up to five percent (5%) of Base Salary on an annual basis either throughout the year or annually, as determined by the District, to the ICMA Deferred Compensation Plan in addition to Employee's Base Salary.

Section 3.6 Vacation Leave. Employee shall accrue vacation leave at a rate of 4.615 hours per biweekly pay period or up to a maximum of one hundred twenty (120) hours per year. The Employee may accrue up to a total of two hundred forty (240) hours of vacation leave. Once Employee accrues the maximum two hundred forty (240) hours of vacation leave, no additional accrual will occur until Employee's bank of vacation leave is reduced below two hundred forty (240) hours. Employee will have forty (40) hours of vacation credited upon date of hire and available for use immediately as needed. Upon separation, Employee is entitled to receive payment at their current base pay for all vacation time earned but not taken as of the effective date of separation.

Section 3.7 Sick Leave. Employee shall accrue sick leave at a rate of 3.69 hours for every biweekly pay period, up to a maximum of ninety-six (96) hours or twelve (12) work days per year. Employee shall begin accruing sick leave on the first day of his employment with the District. Employee will have forty (40) hours of sick leave credited upon date of hire and available for use immediately as needed.

Section 3.8. Administrative Leave. In recognition of the extra hours required outside of a typical workday or work week, Employee shall earn forty (40) hours of Administrative Leave every July 1. This leave shall be used in the same manner as vacation leave. All Administrative Leave received by Employee pursuant to this Agreement must be used prior to July 1 of each year and any unused Administrative Leave time shall automatically expire.

Section 3.9 Cellular Phone and Computer Equipment. The District shall provide Employee with a cellular phone for the Term of the Agreement, which shall be used for business calls. The District shall not be responsible for charges or fees incurred by Employee's use of the cellular phone for personal purposes. The District will also purchase a computer tablet for Employee to be used at office or at home.

Section 3.10 Holidays. Employee shall be entitled to observe, with pay, the twelve (12) observed holidays as outlined in the District's Personnel Rules.

Section 3.11 District-Related Business Travel Reimbursement. Employee's duties require that he have continuously available transportation for District business or other related purposes. Employee may elect to utilize personal vehicle for District-related business. The District shall reimburse Employee for any District-related business travel at the Internal Revenue Service ("IRS") mileage rate, which may change from time to time. Any incurred expenses authorized by the District during the transition time prior to start date of September 26, 2022, for Employee will also be directly reimbursed by the District.

Section 3.12 Automobile Allowance. Employee shall receive a monthly vehicle allowance in the amount of five hundred dollars (\$500.00) during his employment so that he may procure or use a vehicle he owns while engaged in District business, such as conferences, meetings and travel to and from his private residence. Employee shall be responsible for paying the cost of liability, property damage, and comprehensive insurance, and for the purchase of, operation, maintenance, repairs and replacement of said automobile.

Section 3.13 Use of District Vehicle. Employee may have the use of a District vehicle during work hours that will be housed at District Office for use during workday as needed. Vehicle is not to be driven to or stored at Employee's home except during a documented or authorized emergency situation.

Section 3.14 Moving Expenses. The District will reimburse Employee or pay directly to the Moving Company upon submittal of receipts, the lowest of three (3) bids not-to-exceed \$10,000 (Ten Thousand Dollars) for moving household expenses on behalf of Employee. It is anticipated that there may be a delay of up to six (6) months and not more than nine (9) months required for incurring this expenditure without further discussion and approval by the Board. Should Employee leave the District Employee prior to completion of one (1) year will require 100% reimbursement by Employee. If Employee leaves before the end of second year, Employee will be required to reimburse 50%.

Section 4. Performance Evaluation. For the first year of this Agreement, performance evaluations shall be conducted following the end of the sixth (6th) and twelfth (12th) month following the Effective Date of this Agreement. After the first year of this Agreement, performance evaluations shall be conducted annually in September of each year. The process, at a minimum, shall include the opportunity for both parties to: (A) prepare a written evaluation, (B) meet and discuss the evaluation, and (C) present a written summary of the evaluation results.

Section 4.1 Merit-Based Salary Increase. The Board of Directors will consider a request by Employee for a salary increase upon Employee's receipt of a performance evaluation with an overall rating of satisfactory or better performance at the end of Employee's 12th month of service, and on a once-yearly basis thereafter when Employee receives an overall rating of satisfactory or better on an annual performance evaluation.

Section 5. Termination of Employment and Severance.

Section 5.1. Voluntary Resignation. Employee may resign at any time and agrees to give the District at least sixty (60) days advance written notice of the effective date of Employee's resignation, unless the Parties otherwise agree in writing. If Employee retires from full-time public service with the District, Employee shall provide at least three (3) months' advance written notice. Employee's actual retirement date will be mutually established between the Parties. During the notice period, all rights and obligations of the Parties under this Agreement shall remain in full force and effect. Promptly after the effective date of resignation, the District shall pay to Employee all salary and benefit amounts both accrued and owing under this Agreement. In the event of voluntary resignation, Employee shall not be entitled to Severance as set forth in Section 15.3 of this Agreement.

Section 5.2. Termination by the Board. The Board may terminate this Agreement and remove Employee from his position as the General Manager at any time, with or without cause, by a three-fifths (3/5) vote of the entire Board. Employee shall not be removed from office during or within a period of ninety (90) days following any general or special municipal election held at which a member of the Board is elected. Upon termination, for any reason, the District shall compensate Employee for all accrued vacation leave. This compensation shall be based upon Employee's salary as of the date of employment termination.

Section 5.3. Termination without Good Cause. In the event the District terminates this Agreement without cause, the District may elect to pay Employee up to a sum equal to three (3) months Base Salary ("Severance"). This potential Severance is subject to the restrictions of Government Code section 53260, which sets out the maximum amount of Severance pay that Employee may receive. Any cash settlement related to the termination of this Agreement received by Employee from the District shall be fully reimbursed to the District if Employee is convicted of a crime involving an abuse of his office or position while employed with the District pursuant to Government Code section 53243.2. This Severance shall be paid in the same manner as other employees, unless otherwise agreed to by the District and Employee. In the event the District terminates this Agreement, Employee shall be entitled to continued medical and dental benefits at his cost pursuant to the provisions of the federal Consolidated Omnibus Budget Reconciliation Act.

Section 5.4. Termination for Good Cause. The District may at any time immediately terminate this Agreement for good cause as defined in this Section 15.4. If Employee is terminated for good cause, the District shall not be required to pay any Severance under this Agreement, and the District shall have no obligation to Employee beyond those benefits accrued as of Employee's last day of employment and those the District is obligated to provide under federal or state law.

"Good Cause" for purposes of this Agreement, means a fair and honest cause or reason for termination. These reasons include, but are not limited to:

1. Conviction of any felony or a misdemeanor crime of moral turpitude;
2. Disclosing confidential information of the District;
3. Unjustifiable and willful neglect of the duties described in this Agreement;

4. Any conduct which violates the District's Personnel Rules and for which a District employee may be terminated;
5. Repeated and protracted unexcused absences from General Manager's office and duties;
6. Willful destruction or misuse of District property;
7. Conduct that in any way has a direct, substantial, and adverse effect on the District's reputation;
8. Willful violation of federal, state or District discrimination laws;
9. Continued substance abuse which adversely affects performance of Employee's duties as General Manager;
10. Refusal to take or subscribe any oath or affirmation which is required by law;
11. Permanent disability of Employee, or Employee becoming otherwise unable to perform the duties of General Manager with or without reasonable accommodation, which places an undue burden on the District; or
12. Dishonesty.

Notwithstanding any provision in this Agreement to the contrary, the Board may suspend Employee with full pay and benefits at any time during the Term of this Agreement.

Section 6. Indemnification. The District shall defend, hold harmless and indemnify Employee against any tort, personnel, civil rights or professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as General Manager in accordance with California's Tort Claims Act (Gov. Code, § 825 et seq.), and shall provide a defense to Employee in accordance with Government Code sections 995-996.5. The District may decline to defend or indemnify Employee only as permitted by the Government Code. The District may compromise and settle any such claim or suit and pay the amount of any resulting settlement or judgment. Provided, however, that the District's duty to defend and indemnify shall be contingent upon Employee's good faith cooperation with such defense. In the event the District provides funds for legal criminal defense pursuant to this Section, Employee shall reimburse the District for such legal criminal defense funds if Employee is convicted of a crime involving an abuse of office or position, as provided by Government Code sections 53243-53243.4.

Section 7. Notices. Any notice or communication required hereunder between the District and Employee must be in writing and may be given either personally, by facsimile (with original forwarded by regular U.S. Mail), 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 or communication shall be deemed to have been given when delivered to the Party to whom it is addressed. If given by facsimile transmission, a notice or communication shall be deemed to have been given and received upon actual physical receipt of the entire document by the receiving Party's facsimile machine. Notices transmitted by facsimile after 5:00 p.m. on a normal business day or on a Saturday, Sunday or holiday, shall be deemed to have been given and

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 hereto.

Section 9.4 Authority. All Parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement and the names, titles, and capacities herein stated on behalf of any entities, persons, states, or firms represented or purported to be represented by such entities, persons, states or firms and that all former requirements necessary or required by the state or federal law in order to enter into the Agreement have been fully complied with. Further, by entering into this Agreement, neither Party hereto shall have breached the terms, or conditions of any other contract or agreement to which such Party is obligated, which such breach would have a material effect hereon.

Section 9.5 Drafting and Ambiguities. Each Party acknowledges that it has reviewed this Agreement with its own legal counsel and, based upon the advice of that counsel, freely entered into this Agreement. Each Party has participated fully in the review and revision of this Agreement. Any rule of construction that ambiguities are to be resolved against, the drafting party does not apply in interpreting this Agreement.

Section 9.6 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

Section 9.7 Venue. Venue for all legal proceedings shall be in the Superior Court of California for El Dorado County.

Section 9.8 Severability. If this Agreement in its entirety is determined by a court to be invalid or unenforceable, this Agreement shall automatically terminate as of the date of final entry of judgment. If any provision of this Agreement shall be determined by a court to be invalid and unenforceable, or if any provision of this Agreement is rendered invalid or unenforceable according to the terms of any federal or state statute, which becomes effective after the Effective Date of this Agreement, the remaining provisions shall continue in full force and effect and shall be construed to give effect to the intent of this Agreement.

Section 9.9 Counterparts. This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

Section 9.10 Entire Agreement. This Agreement, together with its specific references, attachments and exhibits, constitutes the entire agreement of the Parties with respect to the subject matters hereof and supersedes any and all prior negotiations, understanding and agreements with respect hereto, whether oral or written.

Section 9.11 Supersedes Prior Agreements. It is the intention of the Parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, or representations whether, written, electronic or oral, between the Parties with respect to the subject matter of this Agreement.

Section 9.12 Mandatory and Permissive. “Shall” and “will” and “agrees” are mandatory. “May” and “can” are permissive.

Section 9.13 Successors and Assigns. All representations, covenants, and warranties specifically set forth in this Agreement by or on behalf of, or for the benefit of, any or all of the Parties hereto, shall be binding upon, and inure to the benefit of, such Party, its successors and assigns.

Section 9.14 Headings. The headings in this Agreement are included for convenience only and neither affect the construction or interpretation of any section in this Agreement, nor affect any of the rights or obligations of the Parties to this Agreement.

Section 9.15 Attorney's Fees and Costs. If any action at law or in equity, including action for declaratory relief, is brought to enforce or interpret provisions of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and costs, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such Party may be entitled.

Section 9.16 Necessary Acts and Further Assurances. The Parties shall, at their own cost and expense, execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this Agreement.


Section 9.17 Time is of the Essence. Time is of the essence in this Agreement for each covenant and term of a condition herein.

SIGNATURE PAGE DIRECTLY FOLLOWS

IN WITNESS WHEREOF, this Agreement has been entered into by and between EMPLOYEE and the DISTRICT as of the date of the Agreement set forth above.


DISTRICT:

Georgetown Divide Public Utility District, a California public utility district

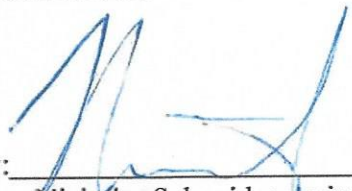
By: 
Michael Saunders, President

Date Signed: 8/6/2022

Approved as to Form and Content:

By: 
Barbara A. Brenner, District General Counsel

EMPLOYEE:

By: 
Nicholas Schneider, an individual

Date Signed: 8-18-22

EXHIBIT A

EXHIBIT B

EXHIBIT C

GENERAL MANAGER

GENERAL PURPOSE

Under general policy guidance and administrative direction from the Board of Directors, the General Manager (GM) manages the Georgetown Divide Public Utility District (Water District). The Water District includes the annual budget of approximately \$4.7 million, a Five-year Capital Improvement Plan of \$8.6 million, multi-million-dollar operating infrastructure and a workforce of 27 full-time employees, twelve reservoirs and tanks, two water treatment plants, seventy-five miles of raw water conveyance, 200 miles of treated water pipeline, approximately 3780 service connections and 400 irrigation services and appurtenances in the 72,000-acre service area.

The GM shall be in charge of the administrative, public relations, personnel, and general affairs of the District. The General Manager shall represent the Board's policies and programs with other employees, community organizations and the general public. The General manager shall report the Board as needed, including at regular and special meetings, work with other employees of the District, and be in charge of the maintenance, operation, and administration of the District.

Also, under general policy guidance and direction from the Board of Directors, the GM develops and recommends Board adoption of the Water District's Strategic Plan, annual Business Plan including synthesis of the annual budget and technology plan; Emergency Action Plan; ensures execution of short- and long-term goals and objectives consistent with the Strategic Plan, annual Business Plan, and Emergency Action Plan; ensures Water District operations and functions effectively to serve the needs of customers/rate payers throughout the Water District's service area, while complying with all applicable laws, regulations, policies, and ordinances; and performs related duties as assigned by the Board of Directors.

DISTINGUISHING CHARACTERISTICS

The GM is an at-will employee hired by the Board of Directors; serves as the Chief Administrative Officer for the Water District; is accountable for developing, implementing and executing short- and long-term goals and objectives, plans, policies, ordinances, budgets, and strategies to accomplish the Water District's mission, Strategic Plan, Business Plan, and Board of Directors priorities. The GM operates within general policy guidelines and exercises substantial latitude and discretion to achieve effective and efficient utilization of the Water District's resources in serving the Water District's constituencies and rate payers.

DUTIES AND FUNCTIONS

The duties of the GM are:

Manages by planning, leading, organizing, controlling, integrating, and evaluating the business activities, financial management, water operations, and public services of all Water District programs to ensure that operations and services comply with the policies, ordinances, procedures, objectives, work standards and

strategic direction set by the Board of Directors and in compliance with applicable laws and regulations.

- Directs the development and implementation of the Water District's Strategic Plan, annual Business Plan including synthesis of the annual budget and long-range technology plan, and the Emergency Action Plan with the Water District management team which includes the Water Operations Manager and Water Quality Manager. Ensures all requests for information and/or documentation from Board Members, and their designated Committees, are fulfilled in a timely manner.
- Directs, evaluates, synthesizes, and monitors development and implementation of Water District budgets and budget revisions; oversees and monitors projects financed by the Water District's Funds, grant-in-aid, loans, and/or bond issuances, and, leads the development of the annual rate structure analysis, property tax process evaluation, and participates in public and Board hearings on proposed rates. Ensures Water District operations operate within the appropriate Budget limits approved by the Board.
- Manages the development of the Capital Improvement Plan project's including scope, schedule, and project budget, recommends approval and adoption by the Board, and oversees major engineering and construction projects financed by the Water District's Funds.
- Plans, leads, and develops an internal annual appraisal and ongoing employee's development (A&D) program including employee's expectations, performance requirements, personal development targets, and annual training plans per MOU agreements with appropriate Bargaining Units. Regularly monitors performance and provides coaching and training opportunities for performance improvement and development; conducts annual appraisal and development evaluations, monitors the Water District management team's A&D evaluations of their employees; and takes disciplinary action, up to and including termination, to address performance deficiencies, in accordance with the Water District's Human Resources policies in order to develop and maintain highly skilled competent professional employees to meet the Water District's mission. Establishes procedures and protocol for employees in handling Customer complaints and concerns with a focus on Customer Satisfaction.
- Leads the evaluation of the Water District's work-flow analysis and work-product production analysis. With support from Human Resources staff, lead the annual review of a Needs Assessment of the Water District's organization chart positions, and make recommendations to the Board of Directors to improve the Water District's hiring procedures through the selection, compensation, training, and day-to-day management practices which support the Water District's mission

to hire highly qualified professional employees that are customer-service oriented.

- Manages the creation and maintenance of comprehensive, effective human resource management programs, policies, ordinances, and systems; directs and monitors the Water District's labor relations, labor negotiations and labor-management relations programs and initiatives; directs the improvement of management systems, processes and metrics to improve Water District operations and effectiveness.
- Assesses Water District service area, regional, industry, and sphere of influence areas, community and customer needs and ensures objectives and priorities are focused on meeting those needs effectively, efficiently, and with high quality service; directs development and implementation of initiatives for service improvement/enhancement; provides day-to-day leadership and works with the Water District management team to ensure high work performance, customer service-oriented work that is environmentally consistent with sound management principles and Water District mission and values.
- Directs and oversees the preparation of analyses and recommendations regarding policy and ordinance issues and long-range plans to address Water District service area needs; advises the Board of Directors regarding policy and ordinance issues to meet changing community and customer needs; advises and assists the Board of Directors in identifying, articulating and implementing policies, ordinances, and programs.
- Complies with Board of Director instructions and requests; develops Board agendas with input from Board of Directors; and makes interpretations of Water District ordinances, policies and applicable laws and regulations to ensure Water District compliance.
- Directs and oversees the analysis of proposed legislation and regulation; directs and participates in industry and intergovernmental activities to influence legislative and regulatory change consistent with the Water District's interests and needs; serves as the Water District's chief representative in dealings with El Dorado County, and towns in the Water District's service area, and with other industry and governmental agencies, professional organizations and elected officials.

OTHER DUTIES

Participates in regional, state and national water, and wastewater meetings and conferences to stay abreast of trends and technology related to a public water and wastewater utility.

Participates in professional and community organizations on behalf of the Water District and as part of the Water District's community involvement and public affairs programs and activities.

MINIMUM QUALIFICATIONS

Knowledge of:

Principles, practices and techniques of organization design and development, public administration, public financing, public contracting and public policy issues, financial management and analysis, and long-range planning as they apply to a public water and wastewater utility; principles, practices and techniques involved in the construction, maintenance and operation of potable water treatment and distribution, and wastewater systems; federal, state and local laws, regulations and court decisions applicable to potable water treatment and distribution, and wastewater systems; Water District functions and associated management, financial; principles and practices of budgeting, purchasing and maintenance of public records; organization and functions of an elected Board of Directors; the Brown Act and other law and regulations governing the conduct of public meetings; social, political and environmental issues influencing program/project development and implementation; research methods and analysis techniques; principles and practices of effective human resource management and supervision; Water District personnel rules, policies and labor contract provisions; principles and practices of sound business communications.

Ability to:

Analyze and make sound recommendations on complex management and administrative issues; plan, lead, organize, and control the direction of operations of a large, complex irrigation, potable water treatment and distribution, and wastewater systems; understand, interpret, explain and apply Water District policy and procedures; present proposals and recommendations clearly, logically and persuasively in public meetings; represent the Water District effectively in negotiations; establish and ensure compliance with appropriate procedures and controls; prepare clear, concise and comprehensive correspondence, reports and other written materials; exercise sound, expert independent judgment within broad general policy guidelines; establish and maintain effective working relationships with Board members, Water District managers, other elected and appointed governmental officials, industry and business executives, professional and community groups, consultants, developers, employees, media representatives and the public; exercise tact and diplomacy in dealing with sensitive, complex and confidential issues and situations.

Knowledge of:

The core values, concepts, and framework of continuous improvement criteria, including the principles of management by fact, and organizational and personal learning; the means of developing alignment between strategic goals and individual performance

standards; practices of process mapping and of structured problem solving; the Strategic Planning Cycle and the various responsibilities within that cycle.

Ability to:

Possess a systems perspective for managing department operations and its key processes to achieve results; to use continuous improvement categories and the core values as building blocks for department operations; define and explain key processes and process requirements within each department; develop and deploy strategic plan elements and key performance measures consistent with Water District goals; develop and maintain continuous improvement in all areas of the Water District business; develop and monitor performance standards for all employees within the Water District; ensure Water District goals and objectives are aligned with other department's goals and objectives, and the Water District as a whole; track and monitor department performance; and make sound decisions based on departmental performance indicators.

TRAINING AND EXPERIENCE:

Any combination of experience and training that provides the required knowledge and abilities is qualifying. A typical way to obtain the required knowledge and experience would be:

Experience:

Ten years of administrative and management experience in managing a public utility; or an equivalent combination of training and experience in the operation and maintenance of a public utility.

Education:

A college or university Bachelor's or Master's degree with major emphasis in public or business administration, or finance management, or engineering, or a closely related field.

Certifications:

Certifications and professional licenses are not required but providing technical qualifications as appropriate.

PHYSICAL AND MENTAL DEMANDS

The physical and mental demands described here are representative of those that must be met by employees to successfully perform the essential functions of the GM. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Physical Demands

While performing the duties of the GM, an employee is regularly required to sit; talk or hear, in person, in meetings and by telephone, and is frequently required to walk and stand.

Mental Demands

While performing the duties of the GM, the employee is regularly required to use written and oral communication skills; read and interpret complex data, information and documents; analyze and solve complex, sensitive problems in an ambiguous, dynamic, political environment; observe and interpret people and situations.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of the GM. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The employee works under typical office and field conditions. Field conditions may also involve driving a personal or Water District vehicle to remote and/or off-road locations over rugged terrain and under adverse and in potentially inclement weather conditions, work in and around Water District service areas and locations of facilities and heavy equipment.

The employee must possess a valid California's Class C driver's license with a satisfactory driving record, and be willing to drive to meetings, conferences and workshops to present technical information.

The employee must be willing to work odd and irregular hours during times of need or emergencies, and maintain a regular and consistent full-time work schedule.

The employee is annually required to complete and submit a Fair Political Practices Commission's Statement of Economic Interest Form 700, and employee will receive an annual performance evaluation.

The Water District maintains a drug-free workplace policy and the GM position is a safety-sensitive position.

RESOLUTION NO. 2022-XX
OF THE BOARD OF DIRECTORS OF THE
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT
AFFIRMING THE EMPLOYMENT AGREEMENT WITH
NICHOLAS SCHNEIDER FOR THE GENERAL MANAGER POSITION

WHEREAS, the Board of Directors (Board) of the Georgetown Divide Public Utility District (District) entered into an agreement with Ralph Anderson & Associates to provide executive search services on March 18, 2020; and

WHEREAS, through this process, an employment agreement with Adam Coyan was affirmed by the Board on July 13, 2021, and on August 9, 2022, Mr. Coyan announced he had rendered a 60-day notice and resignation; and

WHEREAS, the Board was able to reinstate the services of Ralph Anderson & Associates to draw upon the previous recruitment efforts to select a new General Manager; and

WHEREAS, Nicholas Schneider was reinterviewed, offered the position, and accepted the Employment Agreement on August 26, 2022, and will begin on September 19, 2022; and

WHEREAS, the Employment Agreement provides for an annual base salary of \$169,000; a CalPERS retirement of 2% at 62, deferred compensation of 5% of base salary per year, annual vacation leave of 120 hours, and administrative leave of 40 hours per year; and

WHEREAS, salary and benefits contained in the Employment Agreement is budgeted in the FY 2022-2023 Budget.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT THAT the Employment Agreement (**Exhibit A**) between the District and Nicholas Schneider is **AFFIRMED**.

PASSED AND ADOPTED by the Board of Directors of the Georgetown Divide Public Utility District at a meeting of said Board held on the 13th day of September 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 13th day of September 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 SEPTEMBER 13, 2022
AGENDA ITEM NO. 9.B.**



AGENDA SECTION: NEW BUSINESS

SUBJECT: AUTHORIZING CHANGE OF BANK SIGNATORY AUTHORITY

PREPARED BY: Jessica Buckle, Office Finance Manager

APPROVED BY: Adam Coyan, General Manager

BACKGROUND

The District has utilized the local services of El Dorado Savings Bank (Bank) since approximately 2002. The bank requires a Resolution be adopted by the Board of Directors to amend and add new authorized signers on a District account.

DISCUSSION

With the employment of Nicholas Schneider as General Manager, a resolution amending the authorized list of signatories to District accounts is needed to give Mr. Schneider the authority to sign District checks while he is in the position. This authorization will remain in force until the Board of Directors gives written notice to the Bank to the contrary. It is also necessary to formally remove the former General Manager from the list of authorized signatures.

FISCAL IMPACT

None.

CEQA ASSESSMENT

Not a CEQA project.

RECOMMENDED ACTION

Staff recommends the Board of Directors of the Georgetown Divide Public Utility District adopt Resolution 2022-XX amending the list of authorized bank signatories to District accounts to include the new General Manager.

ALTERNATIVES

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

ATTACHMENT

- 1. Resolution 2022-XX

RESOLUTION NO. 2022-XX
OF THE BOARD OF DIRECTORS OF THE
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT
AUTHORIZING THE CHANGE OF SIGNATORY AUTHORITY FOR
ACCOUNTS ESTABLISHED WITH EL DORADO SAVINGS BANK

WHEREAS, the Georgetown Divide Public Utility District (“District”) utilizes the banking services of El Dorado Savings Bank (“Bank”); and

WHEREAS, the Bank requires a Resolution of the Board of Directors to specify or amend the signatory authority of the District’s accounts with the Bank; and

WHEREAS, the District desires to amend the signatory authority of the District’s accounts at the Bank to reflect the addition of recently appointed General Manager and the removal of the former General Manager.

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

1. That any of the following individuals may sign checks or other instruments withdrawing funds from the accounts:

Michael Saunders, President

Mitch MacDonald, Vice-President

Michael Thornbrough, Treasurer

Donna Seaman, Director

Gerry Stewart, Director

Nicholas Schneider, General Manager

2. That the Bank may honor and pay all checks or other instruments signed in accordance with this Resolution, including those payable checks or other instruments payable by the District whether they are endorsed in writing or by stamp.
3. That this authorization remains in force until the Board of Directors gives written notice to the Bank to the contrary.
4. That the General Manager is authorized to execute, and the signers are authorized to sign the required signature cards and any other documents required by the Bank for maintenance of the existing accounts.
5. That the General Manager or Office Finance Manager is authorized to enter into certificates of deposit on behalf of the District.
6. That the General Manager or Office Finance Manager is authorized to initiate wire transfers as needed for District business.

7. That the District funds on deposit with El Dorado Savings Bank will be collateralized pursuant to the Contract for Deposit of Moneys document dated _____.

8. That the District requires two signatures for all checks.

PASSED AND ADOPTED by the Board of Directors of the Georgetown Divide Public Utility District at a meeting of said Board held on the 13th day of September 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 13th day of September 2022.

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