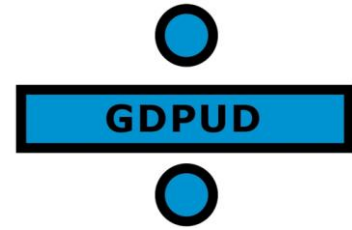


**REPORT TO THE BOARD OF DIRECTORS
BOARD MEETING OF NOVEMBER 15, 2022
AGENDA ITEM NO. 9.C. 1,2,3**



AGENDA SECTION: ACTION ITEMS

SUBJECT: RECEIVE UPDATE ON OUTSTANDING REQUESTS FOR PROPOSALS/QUALIFICATIONS AND CONSIDER RECOMMENDED ACTIONS

PREPARED BY: Jessica Buckle, Office Finance Manager

APPROVED BY: Nicholas Schneider, General Manager

BACKGROUND

The Board of Directors has requested an update on outstanding Requests for Proposals (RFP's) and Request for Qualifications (RFQ's). The Board also requested that all RFP's and RFQ's be posted on the District website.

DISCUSSION

The following Requests for Proposals/Qualifications have not been completed:

1. RFP for Human Resources Consultation Services to Conduct a Total Compensation and Staffing Level Study (Attachment 1)

This RFP was issued on April 19, 2022, with a submittal deadline of June 30, 2022. It was reissued on August 10, 2022, with a submittal deadline of October 26, 2022. It was advertised through eBidboard and transmitted to seven prospective proposers (CPS HR Consulting, Flysoft, Inc., Ralph Anderson & Associates, Sjoberg Evashenk Consulting, Sloan Sakai, unCOMPLICATE HR)

One proposal was received from Sloan Sakai Yeung & Wong (Attachment 2). The proposal was evaluated by a staff panel and received a favorable review with an average of 182 out of 200 points. The bid amount is \$19,375. Attachment 3 is the draft Professional Services Agreement.

Staff offers the following two options for the Board's consideration:

- a) Approve the Professional Services Agreement with Sloan Sakai, Attorneys at Law (Management Strategies) to provide human resources consultation services for a Total Compensation and Staffing Level Study for an amount not to exceed \$19,375; **or**

b) Reissue the RFP with the following timetable:

RFP Issue Date	November 15, 2022
Deadline for RFP Questions	November 30, 2022
RFP Submittal Deadline	December 30, 2022 no later than 2 PM
Interviews with Selected Proposers	To be determined.
Board PSA Approval	January 10, 2022

Recommended Action:

Staff recommends the Board approve a Professional Service Agreement with Sloan Sakai Attorneys at Law (Management Strategies) as stated in **option a**.

2. RFQ from legal firms to provide general counsel legal services for the District (Attachment 4)

This RFP was advertised on eBidboard and transmitted to prospective proposers on August 11, 2022, with a submittal deadline of September 12, 2022. One proposal has been received from White Brenner, LLP.

Recommended Action:

Staff's recommends that this RFQ be reissued through relevant outlets viewed by qualified legal firms. Staff's justification in reissuing this RFP is that this was advertised through eBidboard, which is typically designed for construction bids. If approved staff will send out the RFQ to additional more appropriate bid boards and targeted submittals to public sector law firms, with the following timeframe:

RFP Issue Date	November 15, 2022
Deadline for RFP Questions	December 14, 2022
RFP Submittal Deadline	January 11, 2022, no later than 4 PM
Interviews with Selected Proposers	To be determined.
Board PSA Approval	February 14, 2022

3. RFP from qualified independent certified public accountants for an investigative review of the District's finances (Attachment 5)

The Board's discussions about the need for an investigative review began in 2019. The circumstances of 2020 and 2021 including the transition to new accounting software, the lack of permanent General Manager leadership, and the impacts of the COVID requirements escalated the Board's desire for such an audit. This RFP was initially issued on April 19, 2022 with a proposal deadline of March 1, 2022. No proposals have been received to this date.

Staff has received information that the cost of this audit could run as much as \$300,000. The Board President requested that Staff review the Investigative Audit RFP issued by the Carmichael Water District (CWD) which he thought was at a cost of less than \$30,000. Staff has learned the CWD audit related to an investigation of three

managers alleged to have created new, unauthorized and unapproved categories of employment benefits for themselves in excess of \$640,000 over a ten-year period. The CWD retained the services of Richardson & Company to conduct a special audit of unauthorized and unapproved employment benefits. The CWD Board of Directors approved the contract with Richardson and Company with an estimated cost for these services to range from \$39,250 to \$81,130. It was reported that the total cost for the special procedures audit report was \$56,972.50.

The following are options for the Board to consider:

- a) Given the changes in circumstances identified in the RFP, Staff recommends that the RFP be updated to include differing language that will allow for a more targeted approach to the external audit being requested; or
- b) Continue to work with Lance Soll and Lunghard, LLP (LSL), and better understand the Tyler software system and report out the funds that are in question and show the information that is being sought from his audit.

If needed and requested from the Board, this RFP will be reissued with the following timeframe:

RFP Issue Date	November 15, 2022
Deadline for RFP Questions	November 30, 2022
RFP Submittal Deadline	December 30, 2022 no later than 2 PM
Interviews with Selected Proposers	To be determined.
Board PSA Approval	January 10, 2022

Staff Recommendation:

Staff recommends the Board allow staff to continue to work with LSL, and determine the location of the funds utilizing an internal staff-led process. If at such a time the appropriate answers are not developed, an adjustment to the RFP and resubmittal can occur at the behest of the Board of Directors. The recommendation would be to adopt **option b.**

Clarification of RFP Process Moving Forward

In response to the Board’s request, Staff is developing a clearer process for managing RFPs, which will include the following:

- Targeted Outreach.
- The RFPs with its status will be posted on the website.
- Develop and utilize a variety of bid boards to ensure a wide range of potential candidates for proposal submittals.
- Develop the procedures and training to see the process through by new Board Clerk.

FISCAL IMPACT

The issuance of these RFP/RFQs were previously approved by the Board of Directors with funding included in the budget.

CEQA ASSESSMENT

This is not a CEQA Project.

RECOMMENDED ACTION

Staff recommends the Board of Directors choose from the following recommended actions and approve or reject them through three separate motions:

- (1) Adopt Resolution 2022-XX (Attachment 6) authorizing the General Manager to execute the Professional Services Agreement with Sloan Sakai (Management Strategies) for Human Resources Consulting Services; and
- (2) Since the RFQ for legal services was advertised through eBidboard, Staff recommends the adopting Resolution 2022-XX (Attachment 7) authorizing the reissuance of this RFQ through relevant outlets viewed by qualified legal firms; and
- (3) Staff recommends the Board continues to allow staff to work with Lance Soll and Lunghard, LLP, and determine the location of the funds utilizing an internal staff-led process. If at such a time the appropriate answers are not developed an adjustment to the RFP and resubmittal can occur at the behest of the Board of Directors.

ALTERNATIVES

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

ATTACHMENTS

1. RFP for Human Resources Consultation
2. Proposal from Sloan Sakai and Evaluation Documents
3. PSA for Human Resources Consultation
4. RFQ for Legal Services
5. RFP for External Investigative Audit
6. Draft Resolution Approving PSA with Sloan Sakai
7. Draft Resolution Approving the Reissuance of RFQ for Legal Services



GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

REQUEST FOR PROPOSAL

Human Resource Consulting Services

Responders to this Request for Proposals (RFP) must deliver one unbound hard copy and one electronic copy in MS Word and/or Excel of both the Technical Proposal and the Cost Proposal in the format prescribed by the RFP.

Proposal Submission Deadline (date/time): **October 26, 2022 at 3:00 PM**

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 District should submit an email address to the Georgetown Divide Public Utility District (District) by emailing gm@gd-pud.org by **October 12, 2022**. Those who submit an email address will receive a confirmation of receipt from the District. If an email address is submitted and a confirmation email is not received, please call Adam Coyan, District General Manager, at (530) 333-4356.

PLEASE SUBMIT EMAIL ADDRESS VIA EMAIL TO:

Georgetown Divide Public Utility District
General Manager
gm@gd-pud.org

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INTRODUCTION

General Information

There is no expressed or implied obligation for the District to reimburse responding firms for any expenses incurred in preparing proposals in response to this request. The District reserves the right to reject any or all proposals submitted.

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 or clarifications from proposers, or to allow corrections of errors or omissions. At the discretion of the District, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.

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. Submission of a proposal indicates acceptance by the firm of the conditions contained in this Request for Proposal, unless clearly and specifically noted in the proposal submitted and confirmed in the agreement between the District and the firm selected. The District has a standard two-party Professional Service Agreement, to which adherence is assumed unless specific objections are noted in the proposal by the candidate firm. The Professional Services Agreement is attached. (See Appendix A.) Please note the insurance requirement in the agreement.

DESCRIPTION OF THE DISTRICT

The Human Resources Consulting Services principal contact with the District will be the General Manager, or a designated representative, who will coordinate the assistance to be provided by the District to the Human Resources Consulting Services.

Background Information

The District serves an area of 72,000 acres of unincorporated area within El Dorado County with approximately 3,800 treated water service connections, 400 irrigation customers and 1,000 wastewater customers. The District was formed in 1946 and established under the Public Utility Code.

The District has an operating budget of approximately \$5 million for the fiscal year ending June 30, 2023. The District employs approximately 24 full-time employees and 1 part-time employee.

Detailed information on the District and its finances can be found at www.gd-pud.org.

Pension Plans & Benefits

The District participates in the California Public Employees Retirement System (CalPERS)

an agent multiple-employer plan. Actuarial Services for the plan are provided by CalPERS.

In addition, the District provides a District-administered post-retirement benefit plan for employees with 20 years or more of service and has been endeavoring to fund the GASB 45 obligation for these benefits.

Joint Ventures

The District participates in a joint venture under a joint powers agreement (JPIA) with the Association of California Water Agencies Joint Powers Insurance Authority (Authority). The Authority is a risk-pooling self-insurance authority created under the provisions of California Government Code Section 6500, et seq. The Authority assists the District with property, liability and workers' compensation insurance.

Availability of Prior Salary Survey

Interested proposers who wish to review prior years' Salary Survey can find them on the District's website at gd-pud.org.

ASSISTANCE TO BE PROVIDED TO THE HUMAN RESOURCES CONSULTING FIRM

District office staff, as well as the responsible management personnel, will be available to assist the firm by providing information, documentation, and explanations.

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	August 10, 2022
Deadline for Questions	October 12, 2022
Response to Questions	October 19, 2022
Deadline for RFP Submittal	No later than 3:00 PM, October 26, 2022
Final Candidate Selection	Anticipated November 8, 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 District is soliciting the services of Human Resource Consulting Services to:

1. Develop and recommend the labor market agencies and job classes to survey.
2. Collect and analyze base salary and benefit survey data for the selected survey classes.
3. Develop a salary plan for all classes in the district using market data and internal relationships to ensure consistency with the labor market and internal equity within the district organization.
4. Analyze job descriptions and functions then report on appropriate staffing levels. Formulate appropriate staffing levels plan.

- **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 **October 26, 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 enveloped 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 or 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 October 12, 2022, please

email: 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 through 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: _____
General Manager

Date: _____

Approved as to Form:

Barbara A. Brenner, General Counsel

CONSULTANT:

By: _____

Name: _____

Date: _____

By: _____

Name: _____

Date: _____

Response to Georgetown Divide Public Utility District

Total Compensation & Staffing Study

October 26, 2022

Sloan Sakai
ATTORNEYS AT LAW

Primary Contact:
Scott Schneider
sschneider@mgmt-strategies.com
555 Capitol Mall, Suite 600
Sacramento, CA, 95814
(707) 481-0950

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APPENDIX A: Team Resumes

Via FedEx

October 26, 2022

Georgetown Divide Public Utility District Office
6425 Main Street
Georgetown, CA 95634

Re: *Total Compensation & Staffing Study*

To Whom It May Concern:

The Management Strategies Group (“MSG”) consulting division of the Sloan Sakai Yeung & Wong LLP law firm (“the Firm” or “Sloan Sakai”) is pleased to submit the enclosed proposal and statement of qualifications to the Georgetown Divide Public Utility District (“the District”). Based on our extensive experience with compensation studies, we believe that we are especially well-suited to provide compensation study services for the District.

Sakai Yeung & Wong LLP, a partnership, was formed in 2004 to provide a broad array of legal and consulting services to public agencies and non-profit corporations - the consulting division was established soon after. Labor law, employment law, government law, labor/personnel relations, and public agency consulting are the focal points of our practice.

Our consulting group is made up of practitioners who have previously been executive and management level staff of public agencies. We provide practical and effective solutions, at a cost which is significantly lower than attorney rates. Consultant disciplines include finance, human resources, organization development, program assessments, labor relations, risk management, operational specialties typically found in public agencies (Police, Fire, Community Development, etc.), and executive support for non-profit and public agencies.

Our consultants have extensive experience conducting compensation studies and understand the importance of compensation data in pay policy development and assessment. We recognize that salary and benefits data are integral to multiple human resource management processes. We have extensive experience working closely with a broad range of public agencies on these projects, conducting both rank and file level studies as well as custom programs for executive level staff.

I can affirm that our team, made up of myself, Consultant Georgia Cochran and Analyst Charles Ayers, is able to devote the time and resources needed to provide the desired services during the contract period. I also affirm that their experience and the approach detailed in the proposal will enable us to complete the District's work within the schedule and budget presented. We affirm that the proposal is firm for a 90-day period from the proposal submission deadline and that we will provide the insurance and indemnification required per the attached Professional service agreement. If you have any questions, please feel free to contact me.

Thank you for considering our proposal, and we welcome the opportunity to discuss our experience in further detail.

Sincerely,

A handwritten signature in black ink, appearing to read "Scott Schneider". The signature is fluid and cursive, with a long horizontal stroke extending to the left.

Scott Schneider
Consultant

I. PROJECT TEAM INFORMATION

Sloan Sakai Yeung & Wong LLP was formed in 2004 as a partnership to provide a broad array of legal and consulting services to public agencies and non-profit corporations. Public agency law, employment law, and labor/personnel relations are the focal points of our practice. As stated previously, the Firm represents various public entities, including cities, counties, councils of government, regional transportation planning agencies and metropolitan planning organizations, special districts (including joint powers authorities), local agency formation commissions (LAFCOs), and quasi-public agency non-profits.

Members of this team are part of the Firm's consulting wing, the Management Strategies Group. Consultant Scott Schneider will serve as Firm contact for the project. He will coordinate with Analyst Charles Ayers on conducting the compensation study while Consultant Georgia Cochran leads the staffing analysis.

Team bios can be found below, and full resumes can be found in Appendix A.

Scott Schneider - Consultant

Mr. Schneider provides quality and experienced consulting work in the areas of labor negotiations, human resources, organization development and strategic planning. His experience includes over 20 years in managing operations and directing human resources for private sector, non-profit and public sector businesses, and organizations. Mr. Schneider has a Masters' Degree in Conflict Resolution from Antioch University and a Bachelor's Degree in Psychology and Non-Violent Conflict & Change from Syracuse University.

Some of Mr. Schneider's recent accomplishments include:

- Successful negotiations on behalf of cities with safety and non-safety units
- Conducting comprehensive compensation studies for multiple agencies
- Completed a 2-year term as President of the NorCal-HR Cooperative – a group of close to 150 HR Directors from cities throughout Northern California
- Initiated organizational development strategies and tactics with several private sector businesses in both the US and Canada
- Created non-profit organizations in collaboration with government agencies to enhance economic development throughout Mendocino County and Northern California

- Currently serves as Board Trustee for the Fort Bragg Unified School District (2018 – 2022)

Prior to joining the firm, Mr. Schneider served as Administrative Services Director for the City of Fort Bragg establishing a new department to streamline city-wide operations overseeing human resources, City Clerk and IT departments. Mr. Schneider served on several committees in reviewing and implementing new processes and programs for worker's compensation, risk management, emergency operations and employee safety. Mr. Schneider also consults non-profit, private sector and public agencies relating to administrative practices, personnel policies, recruitment and onboarding of new employees, employee performance programs, employee relations and time/task management.

Georgia Cochran - Consultant

Ms. Cochran joined the firm in March 2013 and is one of our most experienced consultants. Ms. Cochran worked at Solano County for 7 years, ultimately serving as their HR Director. She also served as a HR Manager in Sacramento County for more than 10 years. She has completed numerous classification and compensation studies both as part of the labor negotiation process and separate from it. Ms. Cochran's unique background as a manager in public works and engineering background gives her special expertise in tackling projects within that area. A sample of agencies that she has worked with as a consultant includes Monterey County, where she recently completed a classification study for Nurse Practitioners and Physician's Assistants in the Health Department and Natividad Medical Center and an organizational study of the Monterey County Human Resources operations; City of Menlo Park; San Benito County; City of Stockton (Municipal Utilities staffing issues); serving as an in house HR Consultant/Manager to the Sacramento Public Library Authority for more than two years, the City of Monterey and the City of Carmel by the Sea (various classification studies and projects). Ms. Cochran is also an experienced labor negotiator and familiar with the linkages between negotiations and class/comp studies.

Charles Ayers - Analyst

Mr. Ayers joined the Firm in 2018 with a background in research, analysis, and communications. He has since assisted with numerous classification and compensation studies. Recent examples include Bay Area Rapid Transit (BART), the City of Oakland, the City of Menlo Park, the Golden Gate Bridge and Highway Transit District, Santa Cruz County, the Port of Oakland, and the Bay Area Air Quality Management District. He

received a BA from the University of California, Berkeley, double majoring in Economics and Political Science.

The Firm reserves the right to substitute other qualified consultant staff to the project as needs arise. No staff changes will be made without prior notice to and approval of the client.

II. PROJECT UNDERSTANDING AND INNOVATION

The Firm's methodology is client, project, and budget driven. Some clients have a well-defined practice of using benchmark classifications for surveying along with the use of standard differentials between classes. Labor market comparators are sometimes prescribed by MOU or agency policy, or the client might seek our recommendation for a relevant group of comparators. We always recommend a total compensation format given the unique compensation packages in public agencies. For example, some clients' salaries may trend lower than the labor market median/mean, while their premium pays and/or benefits brings their total compensation above these benchmarks. We seek to have compensation surveys provide as comprehensive a picture as possible.

Our approach to compensation studies is simple and straightforward. It relies on verified class matching, a thorough understanding of comparative organizations, the details and nuances of various compensation and benefit programs, and the specifics of labor agreements. We emphasize quality control. All data is reviewed by at least two staff persons, ensuring that data entries are checked and rechecked. We also confirm and reconfirm all key survey elements with the client before and after any survey work is finalized.

III. WORK PLAN / SCOPE OF WORK

Our program typically consists of the following tasks:

- *Orientation Meeting*
 - a. Initial meeting is held with District management and other stakeholders to review goals, steps, methodologies, milestones, and outcomes to ensure mutual understanding and project success.
- *Identify Comparison Agencies*

- a. As part of the pay plan, we will recommend a list of comparator agencies. While we defer to historical survey agencies, we also recommend additions or deletions where we recognize potential for improved outcomes and/or relevance. We will meet and consult with management to create and confirm a list of comparable agencies to be used in survey.
- *Identify Survey Benchmarks*
 - a. We will work with the client to identify the most appropriate classes to survey. In most cases, and especially at management levels, making good matches is a challenge due to varying organizational structures and designs. Selecting the most efficient survey classes can greatly improve the significance of the survey outcomes.
 - *Collect Survey Data*
 - a. We complete the survey results with District approved comparators and benchmark positions. We will develop a total compensation sheet for each surveyed position along with all data points—highlighting deviations from the median and mean.
 - b. Meet and discuss results with stakeholders.
 - c. Possibly apply the standard differentials to the remaining positions. And if requested, develop cost implications of various scenarios. With regard to internal differentials, we will conduct internal valuation analysis if that task is appropriate to the study. We will also explore any staffing implications.
 - *Meet and Report Out to Stakeholders on Compensation Report*
 - a. As determined by HR, we will communicate and explain survey results to other parties.

These are general outlines that can be reorganized to conform with District time and budgetary needs.

IV. PROJECT SCHEDULE

For a breakdown of tasks by staff, see below.

Activity	Staff
<p>Review current class and pay plan. Review other recent studies. Identify other classification and pay issues.</p> <p>Meet with management to confirm study objectives, schedules and logistics.</p> <p>Conduct orientation and briefing session(s) with management and other stakeholders.</p>	<p>Scott Schneider</p> <p>Charles Ayers</p>
<p>Meet with agency contacts to confirm study parameters</p>	<p>Scott Schneider</p> <p>Charles Ayers</p>
<p>Conduct a comprehensive total compensation survey relying on a comparison of duties and responsibilities and qualifications based upon the classification specifications from the District.</p>	<p>Scott Schneider</p> <p>Charles Ayers</p>
<p>Review data and share critical findings and recommendations and issues with District staff.</p>	<p>Scott Schneider</p> <p>Charles Ayers</p>
<p>Conduct Staffing Analysis</p>	<p>Georgia Cochran</p>
<p>Conduct meetings with management to discuss preliminary findings and potential changes or recommendations prior to the preparation of the final written report. Finalize final report.</p>	<p>Scott Schneider</p> <p>Georgia Cochran</p> <p>Charles Ayers</p>

Activity	Staff
Ongoing correspondence.	Scott Schneider

V. SUB-CONSULTANT & WORK BY OTHERS

We do not anticipate any need for sub-consultants at this time. District staff will be expected to attend project meetings, provide District compensation information for use in the survey, and provide feedback on our findings.

VI. RELEVANT EXPERIENCE AND REFERENCES

For proposed team details see Section I and Appendix A. For a review of recent compensation projects completed by the proposed team, along with contact information, see below. We are willing to provide more project details on request by the District, but as the Firm requests client permission to share this information, we would prefer to share directly with District staff upon request as opposed to including as part of our response.

City of Brea

Mario Maldonado, Human Resources Manager
(714) 990-7719, mariom@cityofbrea.net

City of Palo Alto

Tori Anthony, Senior Human Resources Administrator
(650) 329-2319, Tori.Anthony@CityofPaloAlto.org

City of San Luis Obispo

Nickole Domini, Human Resources Director
(805) 781-7251, ndomini@slocity.org

APPENDIX A
TEAM RESUMES



BERKELEY OFFICE

t: (707) 481-0950
sschneider@mgmt-strategies.com

EDUCATION

Syracuse University, BA
Antioch University, MA

Scott Schneider

Consultant

EXPERIENCE

Mr. Schneider provides quality and experienced consulting work in the areas of labor negotiations, human resources, organization development and strategic planning. His experience includes over 20 years in managing operations and directing human resources for private sector, non-profit and public sector businesses and organizations. Mr. Schneider has a Masters' Degree in Conflict Resolution from Antioch University and a Bachelor's Degree in Psychology and Non-Violent Conflict & Change from Syracuse University. Some of Mr. Schneider's recent accomplishments include:

- Successful negotiations on behalf of cities with safety and non-safety units
- Conducting comprehensive compensation studies for multiple agencies
- Completed a 2-year term as President of the NorCal-HR Cooperative – a group of close to 150 HR Directors from cities throughout Northern California
- Initiated organizational development strategies and tactics with several private sector businesses in both the US and Canada
- Created non-profit organizations in collaboration with government agencies to enhance economic development throughout Mendocino County and Northern California
- Currently serves as Board Trustee for the Fort Bragg Unified School District (2018 – 2022)

RELATED EXPERIENCE

Prior to joining the firm, Mr. Schneider served as Administrative Services Director for the City of Fort Bragg establishing a new department to streamline city-wide operations overseeing human resources, City Clerk and IT departments. Mr. Schneider served on several committees in reviewing and implementing new processes and programs for worker's compensation, risk management, emergency operations and employee safety. Mr. Schneider also consults non-profit, private sector and public agencies relating to administrative practices, personnel policies, recruitment and onboarding of new employees, employee performance programs, employee relations and time/task management.

Management Strategies Group

SLOAN SAKAI YEUNG & WONG LLP

CERTIFICATES & MEMBERSHIPS

- Certified Labor Relations Manager – 2018 – California Public Employers Labor Relations Association
- Senior Certified Professional – 2017 – International Public Management Association for Human Resources
- Certified Destination Management Executive – 2015 – Destinations International

BERKELEY | SACRAMENTO

1220 Seventh Street, Suite 300

Berkeley, CA 94710

O: 510.995.5800

F: 415.678.3838

mgmt-strategies.com



SACRAMENTO OFFICE

t: 916-258-8800

f: 916-258-8801

gcochran@mgmt-strategies.com

PRACTICE AREAS

HR Management
Labor and Employee Relations
Operations Consulting

EDUCATION

California State University,
Sacramento, BA

CERTIFICATIONS

Certificates in Senior Professional in
Human Resources (SPHR)
Certificates in Labor Management
Relations – UC Davis Extension
Certificates in Human Resources
Management – CSU Sacramento
Extension

Georgia Cochran

Consultant

EXPERIENCE

Ms. Cochran is a human resources consultant with over 25 years of public sector human resources and labor relations experience. She works with our public sector clients on a variety of human resources issues including:

- labor and employee relations
- labor contract negotiations
- integrated disability management (FMLA/CFRA/PDL/ADA/FEHA)
- strategic planning
- employee performance management
- human resource policies and procedures
- recruitment and selection
- classification and compensation

RELATED EXPERIENCE

Ms. Cochran previously held numerous human resources positions in her career including serving as both the Director and Assistant Director of Human Resources for Solano County as a Human Resources Manager and IT Manager for the County of Sacramento. She also served as the Human Resources Administrator for the Sacramento Transportation Authority and as a Management Assistant for the City of Vacaville.

Ms. Cochran's human resource and labor relations experience is extensive. She oversaw all aspects of labor and employee relations including collective bargaining, mediation, arbitration, PERB hearings, EEOC claims, labor contract interpretations, settlement agreements, and employee disciplinary matters. She also provided advice to operating departments related to the Civil Rights Act, EEOC/DFEH claims, ADA and FEHA, workers compensation, recruiting standards, staffing, and employee issues. Ms. Cochran spent many years conducting and overseeing internal investigations of workplace misconduct and EEO complaints. She has also served as a project manager implementing HRIS, payroll, and applicant tracking systems.

Ms. Cochran has an extensive background working with large public works projects and public utilities serving such customers as the Sacramento Regional Wastewater Treatment Plant, the Sacramento Water Agency and the Solid Waste Authority. She has wide-ranging collective bargaining experience with a broad variety of unions in this environment.



BERKELEY OFFICE

t: 510.995.5815

f: 415.678.3838

cayers@sloansakai.com

PRACTICE AREAS

Classification & Compensation

EDUCATION

University of California, Berkeley, BA

Charles Ayers

Analyst

EXPERIENCE

Charles Ayers is an Analyst with the Firm assisting consultants and attorneys with a variety of client and business development projects. Mr. Ayers joined the Firm in 2018 with a background in research, analysis, and communications. He has since assisted with numerous classification and compensation studies, frequently supporting various MSG consultants. Sample projects include simple salary surveys, total compensation studies, benefits breakdowns, researching and analyzing the different roles and responsibilities for individual job classes or families, and examining public agency practices. He received a BA from the University of California, Berkeley, double majoring in Economics and Political Science.

PROJECT BUDGET ESTIMATE AND RATE SCHEDULE

Sloan Sakai proposes to provide the desired services to the District at the discounted public agency hourly rates below with hours based on a study similar in size to the 2011 compensation survey:

Consultant	Rate	Hours	Total
Scott Schneider	\$ 200	45	\$ 9,000
Georgia Cochran	\$ 240	25	\$ 6,000
Charles Ayers	\$ 125	35	\$ 4,375
		Total	\$ 19,375

These rates will apply for all categories of major activities in providing services to the District. Per our hourly rates and estimated project time, we propose a not-to-exceed project budget of \$ **19,375** for the study. As we bill based on actual work performed, actual costs may be less. If work is added at any point, we will advise the client, in advance, of likely cost impacts. Additionally, we are always available to work with the client to reduce overall costs and identify tasks which can be removed or reduced.

We use a computerized billing system that is capable of tracking multiple account codes for billing each of our clients. We bill on a monthly basis for services performed and costs incurred. Payment is due within 30 days of the date an invoice is rendered. Past due amounts will be shown on the invoice.

The Firm charges separately for certain project costs. Such costs and disbursements include, for example, the following: travel, reasonable accommodations, computer-assisted research, transcription, overnight delivery, and messenger services. The Firm also bills for time spent traveling on a client's behalf at our normal rates.



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): October 12 , 2022 at 3:00pm

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	August 11, 2022
Deadline for Questions	September 28, 2022
Response to Questions	October 5, 2022
Deadline for RFQ Submittal	October 12 3:00 PM, (date)
Final Consultant Selection	Anticipated November 8, 2022

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 **October 12 , 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 the District on or before the deadline.

Proposals shall be clearly marked "Request for Qualifications for Legal Counsel Services," and submitted to:

**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 September 28, 2022, please email:

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: _____

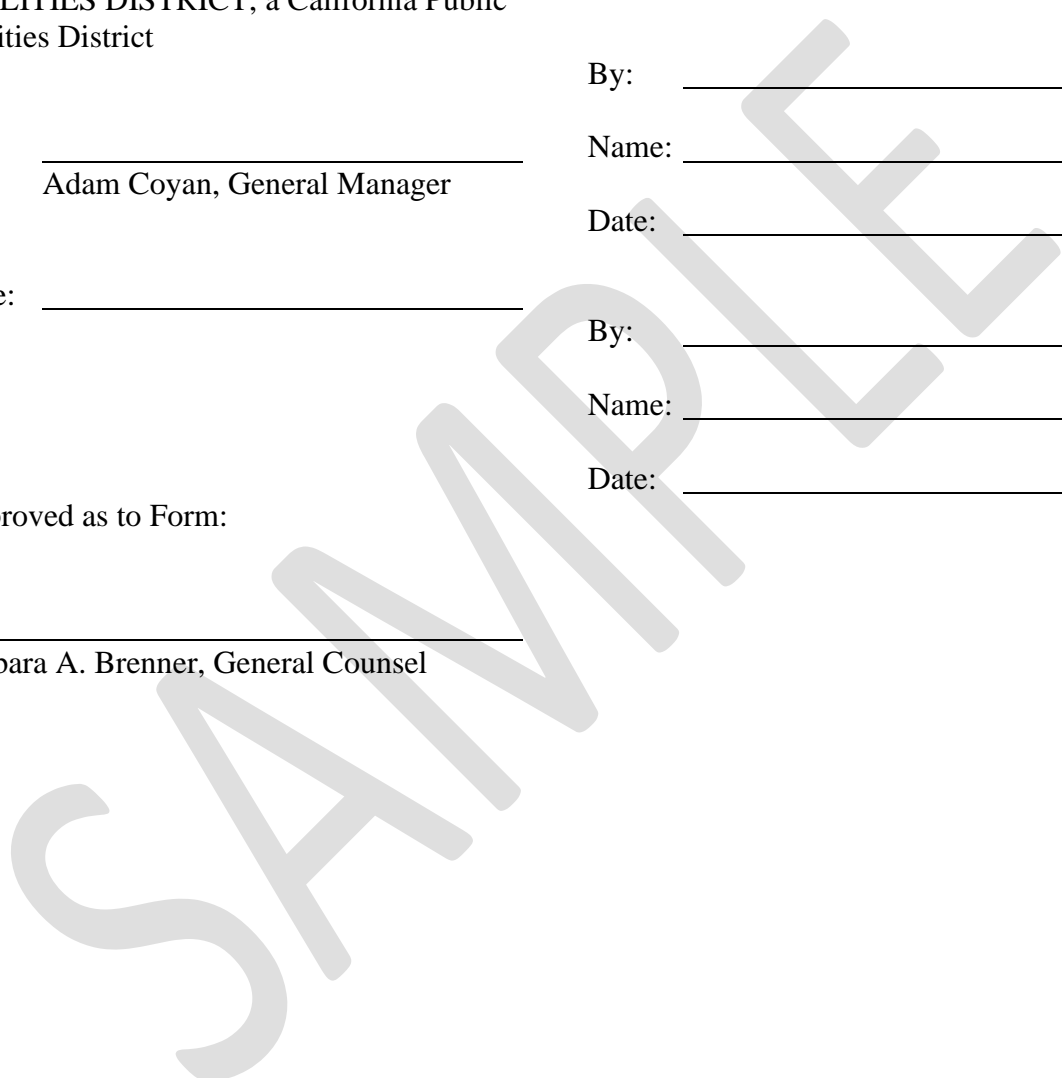
Name: _____

Date: _____

By: _____

Name: _____

Date: _____





GEORGETOWN DIVIDE
Public Utility District

P.O. BOX 4240

GEORGETOWN, CALIFORNIA 95634-4240

PHONE (530) 333-4356

FAX (530) 333-9442

gd-pud.org

REQUEST FOR PROPOSALS
FOR
EXTERNAL INVESTIGATIVE AUDIT SERVICES

RFP issue Date:

January 18, 2022

Proposals Due:

March 1, 2022

4:00 PM

Contact:

Adam Coyan, General Manager
(530) 333-4356 Ext. 101
Email: gm@gd-pud.org

I. INTRODUCTION

About the District

The Georgetown Divide Public Utility District is a California Special District, established in 1946 to provide water service to the communities of Garden Valley, Kelsey, Pilot Hill, Greenwood, and Cool in the Georgetown Divide of El Dorado County. The District 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 focus of the GDPUD 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 approximately 75 miles of ditch and pipeline to provide agricultural water and raw water supplies for GDPUD's treated water division. The source water is either diverted for the production of treated water via two individual water treatment plants or sold for use as irrigation water within District boundaries. Future upgrades to the distribution system include replacing outdated consumption meters with water meters equipped with automated meter reading (AMR) hardware and software. In addition to treated and irrigation water services, GDPUD also regulates approximately 1,400 on-site wastewater disposal systems and 135 properties utilizing a community disposal system within Auburn Lake Trails Subdivision.

Additional information on the District can be found on the website at www.gd-pud.org. Audited Financial Statements can be viewed and downloaded at: [Finance - Georgetown Divide Public Utility District \(gd-pud.org\)](http://www.gd-pud.org/finance).

Recommendation of the Special Audit Committee

The Board of Directors received and accepted the following recommendation of the Special Audit Committee on October 12, 2021:

With the transition from the financial system MOM to Tyler the District has been unable to provide financial reports and balance sheets since December 2020. There is not an adequate listing of funds, fund balances, and fund transfers. We already have the information from our internal audits, and annual audits. The current annual audit is designed to provide assurance that certain parts of the financial statements are reasonable. It examines and evaluates our financial statements and checks that the information contained in those financial statements is a fair and accurate representation of the organization. The annual audit also looks at our accounting practices and makes recommendations based on best standard accounting practices and also provides and fills out the forms necessary for our Government Accounting Standards Board (GASB) documentation. An external investigation while also focusing on the accounting practices will focus more in-depth on the transactions, balances, and assets to create a clearer picture of the funds, fund balances, and organizational structure of

the funds. The transfers between accounts needs to be investigated and determined to also assure there is no co-mingling of restricted and non-restricted funds in our transfer processes. Based on this information, the Special Audit Committee makes a recommendation that the Board directs staff to provide the Board with an RFP to approve for an External Investigatory Audit.

Key Factors Contributing to the Need for an Investigative Audit

The following key factors are considered to have contributed to the call for this investigative audit:

- In November 2020, the District began converting its accounting software from the outdated Multiple Operations Management System (MOMS) to the new Tyler System. The Board implemented this state-of-the-art accounting software to increase transparency, accountability, and accuracy. The conversion has yet to be completed and the District in the midst of applying needed modifications to provide the District with customized reporting.
- The Board has not received a monthly budget to actuals report since December of 2020, but has received monthly budget to actuals being prepared in a;
- The adopted FY 2021-2022 was adopted with the acknowledgement that numbers could not be verified due to the incomplete conversion.
- The General Manager who initiated and led the effort to convert from MOMS to Tyler resigned on March 1st, 2020 and the District was led by a part-time interim General Manager for the period February 2020 to July 1st, 2021.
- Additionally, the COVID pandemic protocol required a remote staffing environment for the important and intense tasks of transferring data to the new accounting software by the Management Analyst and the Senior Account Specialist, through a Professional Services Agreement with Eide Bailey, with limited oversight from the part-time, interim General Manager.
- The Management Analyst who received extensive Tyler training and assigned to lead the transfer of financial data from MOMS to Tyler resigned in May of 2021 before the transfer was completed. The Management Analyst position has remained vacant.
- The new full-time General Manager was hired on June 6th, 2021, and began on August 2nd, 2021. The new General Manager was immediately tasked with updating the interim FY 2021-2022 Operating Budget without financial staff and with the inability of the contracted CPA to provide account balances. The FY 2021-2022 was adopted on September 14th, 2021, with the acknowledgement that it contained unverified financial information.

II. SCOPE OF WORK

A. Purpose

The Georgetown Divide Public Utility District (District) is requesting proposals from qualified independent certified public accountants for an investigative review of District's finances. To meet the requirements of this request for proposals, the audit shall be conducted in accordance with generally accepted auditing standards; Government Auditing Standards; the Single Audit Act Amendments of 1996 (the Single Audit Act); the provisions of the Office of Management and Budget (OMB) Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations; OMB Circular A-102, Grants and Cooperative Agreements with State and Local Governments; OMB Circular A-87; the State Controller's Minimum Audit Requirements for California Special Districts; and applicable laws and regulations.

The District will accept proposals from independent certified public accounting firms of "recognized ability and standing" that are licensed to practice in the State of California to be engaged as External Investigative Auditors of the operations of the District.

During the course of the initial investigation, the scope of work may be further expanded or altered at the recommendation of the Auditor, with written approval by the District. Such changes would be subject to stated limitations on supplemental expenditures at rates quoted in the Appendix of the proposal.

Proposers shall provide their timelines based on what the scope of work will entail.

B. Services Required of Investigative Auditors

- 1) The auditor shall perform such investigative accounting procedures as necessary to identify and quantify any and all abnormal contractual or financial activity, past or present, relating to the GDPUD Special District for the past five years. With a yearly break down in costs.

If anything of concern triggers a deeper investigation and with board approval the audit could be extended out to ten years with a yearly break down of costs.

An investigative accounting review of the financial records of the Georgetown Divide Public Utility District (District) for all financial transactions shall be performed, including, but not limited to, deposits, payments, financial statements, balance sheets, income statements, and cash flow statements using auditing, quantitative methods, and related skills to determine:

- a) the accurate balances in accounts listed in the following Chart of Accounts (Table 1);

- b) the accuracy and completeness of the transfer of financial data from MOMS to Tyler and describe in detail the additional work that is needed to complete the conversion.
 - c) the accurate description of restricted and unrestricted fund accounts to provide a complete and clear guide for fund transfer procedures.
 - d) the accuracy of fund transfers between accounts to assure there has not been a co-mingling of restricted and unrestricted funds during the transfer processes.
 - e) the budget amendments required to update the FY 2021-2022 Operating Budget based on accurate and verified account balances.
- 2) Conduct an exit interview with the General Manager and the Board to discuss relevant findings and proposed audit adjustments prior to final report.
 - 3) Deliver administrative draft audit reports and draft management letters (if deemed appropriate) to District management prior to final report.
 - 4) Meet and discuss final audit reports and draft management letters with District management and the Board of Directors at a Regular Board meeting.
 - 5) Provide an electronic version of the final audit report plus one (1) unbound copy and five (5) hard bound copies for the District, five (5) hard bound copies for agency distribution, delivered ten (10) days prior to the next regularly scheduled meeting of the Board of Directors after audit completion.
 - 6) Present and discuss annual financial statements and results of operations to the Board of Directors at a regularly scheduled Board meeting after audit completion.
 - 7) Communicate immediately, and in writing, all irregularities and illegal acts, or indications of illegal acts, of which they become aware, to the Board of Directors. After completion of the service contracted, further forensic investigation may be requested. Furthermore, the Auditor must be available as an expert witness to support legal action for asset recovery restitution on behalf of the District. Compensation for these services should be quoted on the proposal form.
 - 8) Retain at auditor's expense audit working papers for three (3) years, unless the firm is notified in writing by the District of the need to extend the retention period. In addition, the firm shall respond to reasonable inquiries of the District, and successor auditors, and allow the District and successor auditors to review working papers relating to matters of continuing accounting significance.

E. District Responsibilities

- 1) The General Manager or designee will be responsible for coordinating the audit process internally.
- 2) District staff will be available to assist the auditors by providing information, documentation and explanations as needed.
- 3) District will provide the auditors with reasonable workspace and telephone, wireless internet and copy machine access.

F. Time Requirements

- 1) RFP Timeline. The District anticipates the following timeline:

Distribution of RFP	January 18, 2022
Deadline for RFP Questions	February 15, 2022
Proposals Due	March 1, 2022
Interviews with selected Proposers	March 8, 2022
Board Recommendation	March 8, 2022
Contract awarded by District	March 8, 2022

- 2) Audit Schedule.

Interim Work. The Auditor shall complete all interim work by the agreed upon date.

Detailed Audit Plan. The Auditor shall provide the District, by April 1st, 2022, a detailed audit plan and list of schedules to be prepared by the District.

Fieldwork. The Auditor shall complete all fieldwork by July 1st, 2022. Unless District agrees to extend timeline.

Draft Reports. The Auditor shall have drafts of the audit report(s) (basic financial statements) available for review by September 1st, 2022, unless District agrees to extend timeline.

- 3) Entrance Conference, Progress Reporting and Exit Conference

A similar time schedule will be developed for audits of future fiscal years if the District exercises its option for additional audits. At a minimum, the following conferences should be held as part of the audit process:

Entrance Conference to commence audit work
 Progress Conference
 Exit Conference

- 4) Date Final Report is Due

The Auditor shall provide all recommendations, revisions, and suggestions for improvement to the General Manager by September 1st, 2022. A revised

report, including draft auditor's reports shall be delivered or emailed to the District by September 1st, 2022.

The General Manager and the board will complete their review of the draft report as expeditiously as possible. It is not expected that this process should exceed one week. During that period, the auditor should be available for any meetings that may be necessary to discuss the audit reports. The District strives to have the final report presented to the Board at its September meeting.

G. Proposal Requirements

1) Firm Qualifications and Experience

The proposal should state the size of the firm, the size of the firm's audit staff, and the location of the office from which the work on this engagement is to be performed.

2) On Site Supervisory and Staff Qualifications & Experience

The firm should identify the number and responsibility levels of staff assigned to the engagement by name and role and indicate whether each such person is licensed to practice as a certified public accountant in California. The firm also should provide information on the auditing experience of each person, and more specifically, the governmental auditing and bond reporting experiences of each person.

3) Similar Engagements with Other Government Entities

List the most significant engagements performed in the last three years that are similar to the engagement described in this request for proposal, including the annual percentage of the firms audit practice that is for governmental entities. Indicate the names and contact information of the principal client contacts.

4) Total All-Inclusive Maximum Price

The cost estimate should contain all pricing information relative to performing the audit engagements as described in this request for proposal. The all-inclusive maximum price is to contain all direct and indirect costs including all out-of-pocket expenses. The proposal should indicate pricing for the first 5 years covering the audit proposal. The proposal should also include a schedule of professional fee rates by partner, specialist, supervisory and staff level. Invoices are to be based on actual costs incurred up to the maximum price.

5) Additional Professional Services

If it should become necessary for the District to request the auditor to render any additional services to either supplement the services requested in this request for proposal or to perform additional work as a result of the specific recommendations included in any report issued on this engagement, then such additional work shall be performed only if set forth by the District's General Manager. Any such additional work agreed to between the District and the firm shall be performed at the same rates set forth in the schedule of fees included

in this proposal. A written contract amendment will be required for any such additional work that necessitates an increase in the maximum contract price.

6) Proposal Costs

The District is not liable for any costs incurred by a proposer in responding to this request, attending an interview, or for any other activity prior to award of the contract to the selected proposer.

7) Right to Select or Reject

The District reserves the right, in its sole discretion, to select the proposal which it determines will best serve the needs of the District, or to reject any and all proposals submitted, and to request additional information on all proposals.

III. ADDITIONAL PROVISIONS

- A. Progress billings will be accepted on work completed during the course of the engagement for up to 75% of the total fee prior to the submission of the audited financial statements and their acceptance by the District Board of Directors. Interim billings shall cover a period of not less than a calendar month.
- B. Either party may terminate the audit contract at any time by giving not less than thirty (30) days prior written notice of such termination. If services are terminated the District will pay auditors for all work completed. Nothing herein shall be deemed a limitation upon the District's right to terminate for cause or otherwise to pursue such legal or equitable rights or remedies which may accrue to the District hereunder.
- C. The District will make every effort to administer the proposal process in accordance with the terms and dates discussed in this RFP. However, the District reserves the right to modify the proposal process and dates as it deems necessary.

IV: QUESTIONS AND REQUESTS FOR CLARIFICATION

Questions and requests for clarification concerning this RFP should be made no later than 5:00 PM on February 15th, 2022. Inquiries should be directed to:

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

V. SUBMISSION OF PROPOSAL

All proposals must be emailed directly to Georgetown Divide Public Utility District to be received no later than 4:00 P.M. on Tuesday, March 1st, 2022. Late submissions after the deadline or proposals delivered via fax or email **will not** be accepted. Submit one (1) electronic copy (PDF is preferred) to gm@gd-pud.org.

VI. **EVALUATION OF PROPOSALS**

Proposals will be examined for compliance with all requirements specified in this RFP and those that do not comply will be subject to disqualification without further consideration. In evaluating the proposals and selecting the successful firm, the District will consider the firm's qualifications and experience, as well as cost. While pricing is important, it should be noted that the lowest cost proposal is not a guarantee of selection for audit services. Evaluation of the proposals will take into account specialized experience and technical competence, references, firm's size, structure and location and ability to meet the District's requirements.

VII. **FINAL SELECTION**

The District staff and the Special Audit Committee of the Board of Directors will review all proposals submitted and will request an interview with selected firms. The District will send written notification to those firms selected for an interview, which will take place at the District's offices during the week of March 7th, 2022. The District staff will present a report to the Board of Directors for consideration at its March 8th, 2022 regular meeting. It is anticipated the Board of Directors will make the final selection at that meeting.

RESOLUTION NO. 2022-XX
OF THE BOARD OF DIRECTORS OF THE
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT
AUTHORIZING THE EXECUTION OF PROFESSIONAL SERVICES
AGREEMENT WITH SLOAN SAKAI (MANAGEMENT STRATEGIES)
FOR HUMAN RESOURCES CONSULTATION SERVICES TO CONDUCT
A TOTAL COMPENSATION AND STAFFING LEVEL STUDY

WHEREAS, on August 12, 2022, the Georgetown Divide Public Utility District (“District”) issued a Request for Proposals for human resources consultation services to conduct a total compensation and staffing level study; and

WHEREAS, one proposal was received from Sloan Sakai, Attorneys at Law (Management Strategies), and

WHEREAS, The proposal was evaluated by a staff panel and received a favorable review with a bid amount of \$19,375; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT that the General Manager is authorized to execute a Professional Services Agreement with Sloan Sakai, Attorneys at Law (Management Strategies) to provide human resources consultation services for a Total Compensation and Staffing Level Study for an amount not to exceed \$19,375;

PASSED AND ADOPTED by the Board of Directors of the Georgetown Divide Public Utility District at a meeting of said Board held on the 15th day of November 2022, by the following vote:

AYES:

NOES:

ABSENT/ABSTAIN:

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

Attest:

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

CERTIFICATION

I hereby certify that the foregoing is a full, true and correct copy of Resolution 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 15th day of November 2022.

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

RESOLUTION NO. 2022-XX
OF THE BOARD OF DIRECTORS OF THE
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT
APPROVING THE REISSUANCE OF A REQUEST FOR QUALIFICATIONS
FOR GENERAL COUNSEL LEGAL SERVICES FOR THE DISTRICT

WHEREAS, the Request for Qualifications (RFQ) was advertised and transmitted to prospective proposers on August 11, 2022, with a submittal deadline of September 12, 2022 and

WHEREAS, only one proposal was received, and

WHEREAS, this was advertised through eBidboard, which is typically designed for construction bids, and

WHEREAS, staff will send out the RFQ to more appropriate bid boards and targeted submittals to public sector law firms, with a Request for Qualifications submittal deadline of January 11, 2023 for Board approval February 14, 2023, and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT that the reissuance of the Request for Proposal for General Counsel Legal Services for the District be approved.

PASSED AND ADOPTED by the Board of Directors of the Georgetown Divide Public Utility District at a meeting of said Board held on the 15th day of November 2022, by the following vote:

AYES:

NOES:

ABSENT/ABSTAIN:

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

Attest:

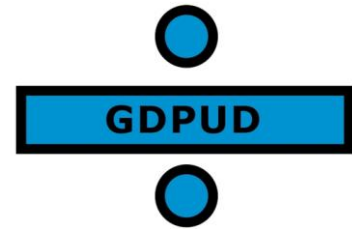
Nicholas Schneider, Clerk and Ex officio
Secretary, Board of Directors
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

CERTIFICATION

I hereby certify that the foregoing is a full, true and correct copy of Resolution 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 15th day of November 2022.

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

**REPORT TO THE BOARD OF DIRECTORS
BOARD MEETING OF NOVEMBER 15, 2022
AGENDA ITEM NO. 9.D.**



AGENDA SECTION: ACTION ITEMS

SUBJECT: DESIGNATE THE BOARD PRESIDENT AS VOTING DELEGATE FOR THE ACWA GENERAL SESSION MEETING ON DECEMBER 1, 2022, WITH THE GENERAL MANAGER AS ALTERNATE

PREPARED BY: Jessica Buckle, Office Finance Manager

APPROVED BY: Nicholas Schneider, General Manager

BACKGROUND

The Association of California Water Agencies ("ACWA") General Session Membership Meeting is scheduled for, on Thursday, December 1 at the 2022 Fall Conference in Indian Wells, California. The purpose of this meeting is to formally nominate and elect ACWA's President and Vice President for the 2022-2023 term.

DISCUSSION

In order to vote during the General Session Membership Meeting, the Board must designate a voting representative and the designated voting representative must be present at the General Session Membership Meeting and must sign in as the delegate to receive the proxy voting card.

The ACWA Designated Voting form is attached.

FISCAL IMPACT

This item has no fiscal impact.

CEQA ASSESSMENT

This is not a CEQA project.

RECOMMENDED ACTION

The Board of Directors of the Georgetown Divide Public Utility District (GDPUD) designate the Board President as voting delegate for the 2022 ACWA General Session Meeting, with the General Manager as the alternate.

ALTERNATIVES

The Board may decide to not designate a representative and not cast a vote in the election for ACWA President and Vice President

ATTACHMENT

ACWA Designated Voter form

To: Donna Pangborn, Senior Clerk of the Board

Email: donnap@acwa.com

Fax: 916-669-2425

The person designated below will be attending the ACWA General Session Membership Meeting(s) on Wednesday, November 30, 2022 (and December 1, 2022 if necessary) as our voting delegate. Please designate an alternate voting delegate to facilitate any change to your voting representation at the meeting. To change your alternate, however, you must notify Donna Pangborn of the change no later than 5:00 p.m. on Tuesday, November 29, 2022.

Georgetown Divide Public Utility District

530-333-4356

Member Agency's Name

Agency's Phone No.

Nicholas Schneider

Print Member Agency's Authorized Signatory Name

Authorized Signatory Signature

Voting delegate must be present at the membership meeting to vote.

Voting Delegate's Name	Voting Delegate's Email	Voting Delegate's Phone No.
Michael Saunders	msaunders@gd-pud.org	916-420-2459
Alternate Voting Delegate's Name	Alternate Voting Delegate's Email	Alternate Voting Delegate's Phone No.
Nicholas Schneider	gm@gd-pud.org	530-957-4413
Voting Delegate's Affiliation (if different from assigning agency)*	Date	
N/A	11-15-2022	

*If your agency designates a delegate from another entity to serve as its authorized voting representative, please indicate the delegate's entity in the appropriate space above.