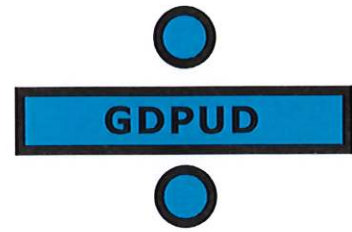


NEW BUSINESS

ITEM 9.E.

**REPORT TO THE BOARD OF DIRECTORS
BOARD MEETING OF DECEMBER 8TH, 2020
AGENDA ITEM NO. 9.E.**



AGENDA SECTION: NEW BUSINESS

SUBJECT: Mountain Counties Water Resources Association
Candidate for Consideration for MCWRA Board of Directors

PREPARED BY: Jeff Nelson, Interim General Manager

APPROVED BY: Jeff Nelson, Interim General Manager

BACKGROUND

The Georgetown Divide Public Utilities District (District) has been a member of the Mountain Counties Water Resources Association for several years.

DISCUSSION

The MCWRA has informed me that terms are expiring for four MCWRA Directors, and is seeking to elect four Directors from its Executive Membership to replace the Directors whose terms have expired. MCWRA is seeking three elected Water District Directors and one County Supervisor to fill these four vacancies. The District may submit one or more candidates for consideration for nomination by the MCWRA Governance Committee by having the candidate(s) complete the attached candidate(s) interest statement form and returning a scanned copy to Director Barbara Balen, Secretary, MCWRA, no later than close of business on Tuesday, December 15th, 2020.

FISCAL IMPACT

None.

CEQA ASSESSMENT

Not a CEQA Project.

RECOMMENDED ACTION

Staff recommends the Board of Directors consider identifying one or more candidate(s) for one of the open MCWRA Directors positions, and have the candidate complete the appropriate form for submittal and consideration for nomination to the MCWRA Board of Directors.

ALTERNATIVES

No action.

ATTACHMENTS

1. MCWRA correspondence, information and nomination statement of interest form

AGENDA ITEM 9.E.

ATTACHMENT 1

MCWRA Correspondence, information and nomination statement of interest form



www.mountaincountieswater.com



Board of Directors and Officials
 Barbara Balen (TUD) – Secretary
 Neil Cochran (FPUD) – Director
 Randy Fletcher (YWA) - Director
 Jim Holmes (County of Placer) – Director
 Mike Lee (PCWA) – President
 Dan Miller (County of Nevada) – Director
 Paul Molinelli Jr. – Treasurer
 Brian Oneto (County of Amador) – Director
 Scott Ratterman (CCWD) – Vice President

Dave Breninger, retired (PCWA) – Governmental Affairs
 Tom Cumpston, retired (EID) – Legal Counsel

[John Kingsbury – Executive Director](#)

Executive Members

- Amador Water Agency (AWA)
- Calaveras County Water District (CCWD)
 - County of Alpine
 - County of Amador
 - County of Calaveras
 - County of El Dorado
 - County of Nevada
 - County of Placer
 - County of Tuolumne
 - County of Yuba
- El Dorado County Water Agency (EDCWA)
 - El Dorado Irrigation District (EID)
- Foresthill Public Utility District (FPUD)
- Georgetown Divide Public Utility District (GDPUD)
- Grizzly Flats Community Services District (GFCSD)
- Jackson Valley Irrigation District (JVID)
 - Murphys Sanitary District (MSD)
- Placer County Water Agency (PCWA)
- South Tahoe Public Utility District (STPUD)
- Tuolumne Utilities District (TUD)
- Twain Harte Community Services District (THCSD)
 - Weimar Water Company
 - Yuba Water Agency (YWA)

Affiliate Members

- City of Folsom
- Rancho Murieta Community Services District

November 24, 2020

Subject: MCWRA Board Director Elections

As general manager/chief administrative officer of your organization, this is to inform you that Director terms are expiring for four (4) Mountain Counties Water Resources Association (MCWRA) directors and it is seeking to elect four (4) Board directors from its Executive Membership; three elected water board directors and one county supervisor, in that capacity.

The four directors with terms expiring include:

1. Barbara Balen, Director, Tuolumne Utilities District
2. Mike Lee, Director, Placer County Water Agency
3. Randy Fletcher, Director, Yuba Water Agency
4. Brian Oneto, Supervisor, County of Amador

All four directors have indicated interest to remain on the MCWRA Board for another term.

Nomination Process

The Governance Committee shall, through the Secretary, solicit for qualified, interested candidates from its executive membership (General Managers and CAO's). Solicitation for additional candidates is now open and will remain open until close of business, Tuesday, December 15, 2020.

If there is interest from your organization, please complete the Candidate Interest Statement below and return directly to me via email.

Directors

The Board shall consist of six (6) elected water board members (in that capacity) and three (3) county supervisors (in that capacity). Directors shall represent the membership-at-large in a regional capacity, not a specific entity.

Qualifications of Directors

Representative of an Executive Member as an elected official with service at the member organization in an elected capacity for a minimum of one (1) year; and dedication to the purposes of Mountain Counties stated in Article III of the Bylaws.

After the close of the candidate solicitation process, the MCWRA Governance Committee will review the qualifications of the submitted candidates and nominate those qualified as per the Bylaws. The Governance Committee will establish a list of nominees that meet the qualifications and will prepare an election ballot for your organization. This ballot will be transmitted via email to you.

Election of Officers

All Executive Members may vote on the election of Directors. A ballot with the name, title, and organization of each nominee will be issued and directed via email from the Secretary to the General Manager or Chief Administrative Officer (CAO) of each Executive Member organization.

The General Manager or CAO of each Executive Member can vote on behalf of that Executive Member for MCWRA Directors. Each Executive Member organization shall be entitled to cast one (1) ballot, and, may not cast more than one vote for any one nominee for Director. Voting for Board members will remain open 30 calendar days or until all ballots have been cast, whichever comes first.

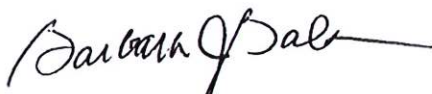
If MCWRA has an uncontested election for new Board members, the Association will dispense with balloting and the candidates are thus considered elected by consent and acclamation.

The term of the Director will run through December, 2024

If you have any questions, please contact me at barbjbalen@gmail.com.

Thank you very much for your continued support.

Sincerely,



Director Barbara Balen, Secretary,
MCWRA Board of Directors

c: John Kingsbury, Executive Director, MCWRA

MOUNTAIN COUNTIES WATER RESOURCES ASSOCIATION



2017- 2020 BOARD OF DIRECTORS

Candidate/s Interest Statement

You may submit candidate name/s for consideration for nomination by the MCWRA Governance Committee by completing this form and returning a scanned copy to Director Barbara Balen, Secretary, MCWRA no later than close of business on Tuesday, December 15, 2020.

Print candidate/s and their organization in the space provided, date and sign as representative for your organization and email to Barbara Balen: barbjbalen@gmail.com

- _____
- _____
- _____

Authorized Representative Signature
(only one candidate form per executive member)

Please Print Authorized Representative Name

Agency/County/District

Date

Kelly Molloy

From: Kelly Molloy
Sent: Wednesday, December 2, 2020 9:36 AM
To: Kelly Molloy
Subject: FW: MCWRA Board Director Elections

From: John Kingsbury <executivedirector.mcwra11@gmail.com>
Sent: Tuesday, November 24, 2020 12:36 PM
To: Albert Alt CountyCalaveras <aalt@co.calaveras.ca.us>; Alison CountyNevada Lehman <Alison.Lehman@co.nevada.ca.us>; Andy PCWA Fecko <afecko@pcwa.net>; Chuck CountyAmador Iley <ciley@amadorgov.org>; Cindy Secada CCWD <csecada@murphysd.org>; Donald Ashton CountyEIDorado <don.ashton@edcgov.us>; Donna CountyYuba Stottlemeyer. <dstottlemeyer@co.yuba.ca.us>; Ed Pattison TUD <epattison@tudwater.com>; Gerry WeimarWater LaBudde <glabudde@hydros-engineering.com>; Hank ForesthillPUD White <gm@foresthillpud.com>; General Manager <gm@gd-pud.org>; Jennifer EID Sullivan <jsullivan@eid.org>; Jim EID Abercrombie <jmabercrombie@eid.org>; Jodi GrizzlyFlatsCSD Lauther <gfbill@sbcglobal.net>; John Thiel STPUD <jthiel@stpud.dst.ca.us>; Ken EDCWA Payne <ken.payne@edcgov.us>; Larry McKenney AWA <lmckenney@amadorwater.org>; Lisa Burlison <LBurlison@placer.ca.gov>; Lori Anzini EID <lanzini@eid.org>; Marcus CityFolsom Yasutake <myasutake@folsom.ca.us>; Melonie STPUD Guttry <mguttry@stpud.dst.ca.us>; Michael Minkler CCWD <michaelm@ccwd.org>; Nichole Williamson CountyAlpine <nwilliamson@alpinecountyca.gov>; Robert CountyYuba Bendorf <rbendorf@co.yuba.ca.us>; Shannon STPUD Cotulla <scotulla@stpud.dst.ca.us>; Steve JVID Fredrick <steve@jvid.org>; Terry CountyAlpine Woodrow <twoodrow@alpinecountyca.gov>; Thomas Hennig RanchoMurietaCSD <thennig@rmcsd.com>; Todd CountyPlacer Leopold <tleopold@placer.ca.gov>; Tom TwainHarteCSD Trott <ttrott@twainhartecsd.com>; Tracie Riggs CountyTuolumne <TRiggs@co.tuolumne.ca.us>; Willie Whittlesey YWA <WWhittlesey@yubawater.org>
Cc: Barbara TUD Balen <barbjbalen@gmail.com>
Subject: MCWRA Board Director Elections

Greetings:

Hope you are well!

As general manager/chief administrative officer of your organization, this is to inform you that Director terms are expiring for four (4) Mountain Counties Water Resources Association (MCWRA) directors and it is seeking to elect four (4) Board directors from its Executive Membership; three elected water board directors and one county supervisor, in that capacity.

The four directors with terms expiring include:

1. Barbara Balen, Director, Tuolumne Utilities District
2. Mike Lee, Director, Placer County Water Agency
3. Randy Fletcher, Director, Yuba Water Agency
4. Brian Oneto, Supervisor, County of Amador

You may submit candidate name/s for consideration for nomination by the MCWRA Governance Committee by completing the form (attached) and returning a scanned copy to Director Barbara Balen, Secretary, MCWRA no later than close of business on Tuesday, December 15, 2020.

The attached details the process and qualifications, and provides a "Candidate Interest Statement" for your use.

Please note that all four directors have indicated interest to remain on the MCWRA Board for another term. If MCWRA has an uncontested election for new Board members, the Association will dispense with balloting and the candidates are thus considered elected by consent and acclamation.

If you have any questions, please contact me or Barbara Balen at barbjbalen@gmail.com

Thank you for your continued support!

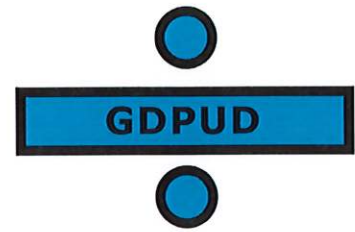
*John Kingsbury, Executive Director
Mountain Counties Water Resources Association*



NEW BUSINESS

ITEM 9.F.

**REPORT TO THE BOARD OF DIRECTORS
BOARD MEETING OF DECEMBER 8, 2020
AGENDA ITEM NO. 9.F.**



AGENDA SECTION: NEW BUSINESS

**SUBJECT: APPOINTMENT OF DIRECTOR TO EL DORADO COUNTY
WATER AGENCY BOARD**

PREPARED BY: Kelly K. Molloy, Board Assistant

APPROVED BY: Jeff Nelson, PE, Interim General Manager

BACKGROUND

In 2002, the California Legislature amended Section 33, Chapter 96 of the California Water Code Appendices, of the El Dorado County Water Agency Act to state the composition of the Agency's Board of Directors was changed from the full Board of Supervisors of El Dorado County, to a blend of members of the Board of Supervisors and Directors of various water purveyors in El Dorado County. The amended section continues the number of Directors of the Agency at five, but provides that three Directors be members of the Board of Supervisors, one Director be a member of the Board of Directors of East Slope Water purveyors (South Lake Tahoe Public Utility District or Tahoe City Public Utility District), and one Director be a member of the Board of Directors of West Slope Water purveyors (El Dorado Irrigation District (EID), Georgetown Divide Public Utility District (GDPUD), or Grizzly Flats Community Services District (GFCSD)). Section 33 provided an initial staggered term of two year for one member of the Board of Supervisors, and one Director selected from the West Slope Water purveyors. The terms of the other three initial Directors, and of all Directors selected thereafter are four years. (See Attachment 1)

According to the California Water Code, every other four year term must be held by EID. Historically, GDPUD and GFCSD usually split the next four year term by each agency taking two years consecutively. GDPUD's two-year term concluded in 2016, and the seat was filled by EID until 2020. Normally, GFCSD would take the next two year term. GDPUD and GFCSD General Manager's discussed and mutually agreed that GDPUD should hold the seat for 2020-2021 with the alternate being from GFCSD.

DISCUSSION

The Board needs to select a new Director to serve on the EDCWA Board.

FISCAL IMPACT

There is no fiscal impact.

**APPOINTMENT OF DIRECTOR TO EL DORADO COUNTY WATER
AGENCY BOARD**

Page 2 of 2

Board Meeting of December 8, 2020
Agenda Item No. 9.F.

CEQA ASSESSMENT

This is not a CEQA Project

RECOMMENDED ACTION

Staff recommends the Board of Directors of the Georgetown Divide Public Utility District (GDPUD) adopt the attached Resolution appointing one representative from its own Board of Directors to the EDCWA Board for the 2021 calendar year.

ALTERNATIVES

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

ATTACHMENTS

1. EDCWA Memorandum of Law
2. Resolution 2020-XX

AGENDA ITEM 9.F.

ATTACHMENT 1

EDCWA Memorandum of Law

Memorandum of Law

Date: September 22, 2011

To: Tami Scowcroft
El Dorado County Water Agency

From: Fred Schaefer
Agency Counsel

Re: Agency Board of Directors Terms and Composition of Board

Section 33 of the El Dorado County Water Agency Act, contained in Chapter 96 of the California Water Code Appendices, was amended by the California Legislature effective 2002 by which the composition of the Agency's Board of Directors was changed from the full Board of Supervisors of El Dorado County to a blend of members of the board of supervisors and directors of various water purveyors in El Dorado County. The amended section continues the number of directors of the Agency at five, but provides that three directors be members of the board of supervisors, one director be a member of the board of directors of east slope water purveyors (STPUD or TCPUD), and one director be a member of the board of directors of west slope water purveyors (EID, GDPUD or GFCSD). Section 33 provided an initial staggered term of two year for one member of the board of supervisors and one director selected from the west slope water purveyors. The terms of the other three initial directors, and of all directors selected thereafter are four years.

In selecting members to be directors of the Agency, amended section 33 expresses four directions to its constituent entities: (a) precatory: the board of supervisors "shall consider appointing a member that represents a supervisorial district that includes the largest area in the county not served by a water district" (Section 33(a)(1)(B)); (b) procedural – east slope water purveyors: this director "is appointed pursuant to a resolution adopted by a majority vote of the boards of directors of each" STPUD and TCPUD (Section 33(a)(2)); (c) procedural – west slope water purveyors: this director "is appointed pursuant to a resolution adopted by a majority vote of the board of directors of at least two of the districts" [EID, GDPUD and GFCSD] (Section 33(a)(3)(A); and (d) mandatory – west slope water purveyors: at the conclusion of a four year term of a director who is selected from GDPUD or GFCSD, the boards of EID, GDPUD and GFCSD "shall appoint a director who is a member of the board of the El Dorado Irrigation District" (Section 33 (a)(3)(B)). Section 33 contains only one directorial rotation that provides the west slope water purveyor representation shall be filled by a director from EID every other four year term. There is no mandatory rotation among the other west slope water purveyors or between the east slope water purveyors.

The initial director appointed to fill the west slope water purveyor "seat" for a two year term was John Fraser representing EID. His term was followed by a director from GDPUD, filled by JoAnn Shepherd for two years, and then Bob Diekon for two years.

Consistent with Section 33(a)(3)(B), at the conclusion of the four year term filled by a director from GDPUD the next west slope director came from EID and was John Fraser. EID's current term expires January 31, 2012. As a practical matter, STPUD and TCPUD have selected a director from STPUD as an informal default director to the Agency.

Conclusion: among the members of the board of supervisors, there is supervisory discretion to appoint one of its members who represents the largest area in the county not served by a water district; there is no mandatory rotation between east slope water purveyors STPUD and TCPUD; and, there is no mandatory rotation among west slope purveyors, EID, GDPUD and GFCSD, except that every other four year term must be filled by a director from EID.

AGENDA ITEM 9.F.

ATTACHMENT 2

Resolution 2020-XX

RESOLUTION NO. 2020-XX
OF THE BOARD OF DIRECTORS OF THE
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT
TO APPOINT A DIRECTOR TO THE EL DORADO COUNTY WATER AGENCY

WHEREAS, Section 33 of the El Dorado County Water Agency Act requires that the composition of the Board of Directors of the El Dorado County Water Agency (“EDCWA”) shall be composed of five directors, one of whom shall be a Director of one of the three El Dorado County “west slope” water districts, namely the Grizzly Flats Community Services District (“GFCSD”), the Georgetown Divide Public Utility District (“GDPUD”) or the El Dorado Irrigation District (“EID”); and

WHEREAS, Section 33 requires the west slope director to be appointed to a four-year term pursuant to a resolution adopted by a majority vote of the Board of Directors of at least two of the three west slope districts; and

WHEREAS, Section 33 provides that an alternate director shall be appointed pursuant to a resolution adopted by a majority vote of the Board of Directors of at least two of the three west slope districts, to serve in the event that the initial director is absent or unable to serve for any reason; and

WHEREAS, a director from EID has served during the current term, which concludes on January 31, 2020; and

WHEREAS, the GDPUD Board of Directors desires to appoint a director from the GDPUD Board to serve on the EDCWA Board for the upcoming term beginning on January 1, 2021; and

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

1. The Board hereby appoints GDPUD Director _____ to serve on the EDCWA Board for the term beginning on January 1, 2021.
2. The Board directs staff to send written notice of the appointments made hereby to the EDCWA Board prior to January 15, 2021.

PASSED AND ADOPTED by the Board of Directors of the Georgetown Divide Public Utility District at a meeting of said Board held on the 8th day of December 2020, by the following vote:

AYES:

NOES:

ABSENT/ABSTAIN:

President, Board of Directors
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

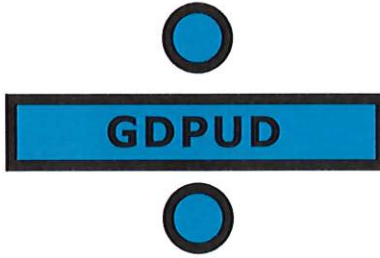
Attest:

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

CERTIFICATION

I hereby certify that the foregoing is a full, true and correct copy of Resolution 2020-XX duly and regularly adopted by the Board of Directors of the Georgetown Divide Public Utility District, County of El Dorado, State of California, on this 8th day of December 2020.

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



NEW BUSINESS

ITEM 9.G.

**REPORT TO THE BOARD OF DIRECTORS
BOARD MEETING OF DECEMBER 8, 2020
AGENDA ITEM NO. 9G**



SUBJECT: APPROVE A PROFESSIONAL SERVICES AGREEMENT FOR THE MONITORING OF WATER RIGHT STREAM GAGES, WATER RIGHTS REPORTING AND FORCASTING TOOL

PREPARED BY: Adam Brown, Water Resources Manager

APPROVED BY: Jeff Nelson, General Manager

BACKGROUND

On June 24, 2015, Senate Bill (SB) 88 was signed into law which requires gaging of direct diversion and storage facilities associated with Water Districts water rights. Georgetown Divide Public Utility District's (the District) water supply originates within the Pilot Creek watershed and is impounded in a 20,000-acre foot surface storage facility (Stumpy Meadows). Approximately two miles downstream of Stumpy Meadows, a direct diversion located on Pilot Creek diverts source water into a series of open canals and pipes for conveyance to District treatment plants and seasonal irrigation service. Currently, the District operates a total of 13 gages. The State requires that each gage to be monitored monthly by a qualified individual.

DISCUSSION

The District has engaged Western Hydrologic Consulting (WHC) to assist us in complying with SB 88. Specific tasks include:

1. Task 1 - Monthly monitoring and maintenance of the District's 13 flow gages associated with the District water right on a monthly schedule.
2. Task 2 - Preparing an annual water rights report to be submitted to the State Water Resources Control Board – Water Rights Division.

Both Tasks 1 and 2 are described in detail in WHC's proposal (Attachment A) and are proposed to be recurring for a total of three years.

3. Task 3 includes the development of an operations forecasting tool the District can utilize for annual water planning.

The District staff wish to award a sole source contract to WHC for this work. The Districts *Procurement Policy and Procedures Section 5.03, (ii)* allows for exceptions to the formal three bid process, providing a sole source justification can be made. Staff's justification for awarding a sole source contract to WHC, is as follows:

Approve a Professional Services Agreement for the Monitoring of Water Rights Stream Gages, Water Rights Reporting and Forecasting Tool

Board Meeting of December 8, 2020

Agenda Item 9G

1. WHC has installed all District monitoring devices and is intimately familiar with our gaging systems eliminating and learning curve (and reducing cost) associated with hiring a new consultant;
2. WHC is currently performing monthly monitoring and maintenance of the Districts gages monthly;
3. WHC has extensive knowledge of District water rights and operation;
4. WHC has extensive knowledge of the Pilot Creek and surrounding watersheds, and;
5. Retaining WHC will result in efficiencies and cost savings to the District.

WHC professional services agreement is included as Attachment B.

FISCAL IMPACT

This work and the associated cost has already been included in the Fiscal Year 2020/2021 budget and is funding from Water Fund 10.

Assuming the contract period begins in January 2021 the fiscal impact for fiscal year 2020/2021 will be approximately \$38,315. Again, these costs have already been included in the FY 2020/2021 budget. This cost includes six months of stream monitoring, annual water rights reporting and development of the operations forecast tool.

The proposed contract also includes funding for two additional years of consulting services at a cost of \$55,905 per calendar/fiscal year. This includes 12 months of stream monitoring and submittal of one Annual Water Rights report for each of the two additional contract years.

The total cost of WHC contract for three years, beginning January 2021 and extending until December 2023 is estimated at \$175,515.

CEQA ASSESSMENT

The proposed scope of work is not a CEQA project and an environmental assessment is not required.

RECOMMENDED ACTION

Staff recommends the Board of Directors of the Georgetown Divide Public Utility District adopt the attached Resolution authorizing the General Manger to execute a Professional Services Agreement with WHC for stream gage monitoring and maintenance, water rights reporting and development of an operations forecast tool for the amount of \$175,515. Resolution 2020-XX is included as Attachment C.

ATTACHMENTS

- A. WHC Proposal
- B. Professional Services Agreement
- C. Resolution 2020-XX

ATTACHMENT A

WHC Proposal

November 04, 2020

Georgetown Divide Public Utility District
Adam Brown
Water Resources Program Manager
P.O. Box 4240
Georgetown, CA 95634

RE: *Proposal for Pilot Creek Stream Gaging Maintenance, SWRCB Water Usage Reporting and Operations Forecasting Proposal*

Dear Mr. Brown:

As requested, Western Hydrologics (WHC), in conjunction with Western Hydrologic Systems (WHS), is pleased to present this cost estimate to support Georgetown Divide Public Utility District's stream gaging, water rights usage reporting program and operations forecasting. The District has twelve (12) stream gages and one (1) storage gage within the Pilot Creek watershed. The gages provide the information necessary to report the District's water rights usage and will aid in the operations forecasts. These three tasks are described below.

Task 1: Gage Maintenance, Monitoring, and Reporting

Except for the Bacon Canyon diversion, all GDPUD gages will measure stage. To convert the stage to flow, a series of discharge measurements will be needed at multiple flow rates to develop and maintain rating curves. Rating curves can be developed by performing discharge measurements at multiple flow rates. WHC recommends a gage maintenance and monitoring program to maintain the following gages:

- Pilot Creek above Stumpy Meadows (PC-1)
- Pilot Creek below Mutton Canyon (PC-2)
- Pilot Creek Diversion (PC-3)
- Stumpy Meadows Reservoir (PC-4)
- Otter Creek Diversions
- Mutton Canyon
- Bacon Canyon
- Above Unnamed Stream (CS#1)
- Below Unnamed Stream (CS#1)
- Above Deep Canyon (CS#2)
- Below Deep Canyon (CS#2)
- El Dorado Conduit Above CS#3
- El Dorado Conduit Below CS#7

The monitoring program includes visiting the gage sites to collect data and perform routine maintenance at least once per month. Gage maintenance visits will include field measurements using USGS- approved Price AA or Pygmy current meters. The purpose of these visits is to develop and then verify the rating curves and identify shifts in the stream reach control. During the visits, the hydrographer will conduct gage equipment checks and make any necessary repairs. Occasionally, replacement of batteries or gaging equipment due to failure or vandalism will be necessary. Although the purchase of replacement equipment is outside the scope of this proposal, removal and replacement of the damaged equipment can generally be done during routine maintenance trips at no additional charge.

Responding to failures

Occasionally, unforeseen failures or problems occur. We understand the urgent need to get those problems resolved and will evaluate and begin repairs as soon as possible following notification.

WHC proposes to make emergency repairs on a time and materials basis. Hourly fees will be in accordance with our current billing rates, attached. Any materials needed for repairs can be purchased by GDPUD. Alternatively, WHC can order any replacement parts and invoice the District for reimbursement.

Transportation

Due to the remote locations and varying weather conditions, several modes of transportation will be used to access these sites throughout the year. Access may be achieved by All-Terrain Vehicle (ATV), snowmobile, or truck.

Safety

Ordinarily, the gage sites can be maintained by two hydrographers and can be accessed by truck. Based on our experience with the District’s gaging locations, we anticipate the need to occasionally use snowmobiles to access the gages during the winter months. When snow is on the ground, we will need to send out two hydrographers and two snowmobiles. The redundancy is necessary in case of injury or mechanical failure of one of the snowmobiles.

Task 1 Cost.....\$3,965 – \$4,765 per month*

*Cost difference dependent upon snow conditions.

2021 Annual Task 1 Estimated Cost.....\$50,780

Task 2: Water Rights Usage Reporting

Water rights usage will be determined by permit and reported on behalf of GDPUD as required by the State Water Resources Control Board (SWRCB). GDPUD has several permits on Pilot Creek and its tributaries.

The SWRCB requires water right holders to report water use under Permitted and Licensed rights by April 1. Statements for Pre-1914 rights are still due by July 1, 2020. Because the District uses both Pre-1914 rights and Permitted rights to meet consumptive needs, analysis of all rights will need to be completed before April 1. Notices to Water Right Permittees are sent each year near the end of January to notify the permittees about which permits need to be reported. Each notice contains a unique User ID and Password used to access the State Board website for online reporting. The District will need to provide the notices to WHC so that the SWRCB website for each water right can be accessed.

This task can be completed on a time and materials basis. Rates charged will be in accordance with Attachment A, Rate Schedule for Professional Services.

2021 Task 2 Cost..... \$5,125

Task 3: Operations Forecasting Tool

An operations forecasting tool will be developed to support the District’s desire to begin performing forecasts of the Stumpy Meadows project operations. These forecasts can be completed by modifying some existing tools developed for separate but related purposes. The California Nevada River Forecast Center produces and provides 365-day runoff forecasts at least once per day. WHC has used these runoff forecasts to support the development of operations forecast tools within the American River Basin. We plan to modify our existing data pre-processing tools to download the American River CNRFC runoff forecasts and develop Stumpy Meadows project specific runoff forecasts. We will then combine the runoff forecasting tool with a spreadsheet used for preparing the GDPUD operations forecast for the 2020 Operations plan and Water Transfer. The operations forecast spreadsheet was developed as an analysis tool and is not necessarily prepared as a client deliverable. The spreadsheet will be updated as a more robust tool for GDPUD use. In addition, the forecasting spreadsheet will be updated to include water shortage contingency planning as outlined in the 2015 Urban Water Management Plan and will be updated to adjust diversion amounts and patterns based upon the varying wetness of the forecasts.

This task can be completed on a time and materials basis. Rates charged will be in accordance with Attachment A, Rate Schedule for Professional Services.

2021 Task 3 Cost..... \$7,800

WHC proposes to perform Tasks 1 & 2 for a three-year period beginning January 1, 2021. For years two and three of this proposed contract period, on January 1 of each year, the cost of monitoring, maintenance and reporting will be adjusted by the percentage change in the Employment Cost Index for Total Compensation (seasonally adjusted) – Private Industries, Natural Resources – Construction and Monitoring. The adjustment effective January 1, 2022 will be found by multiplying the 2021 costs by the December 2021 ECI and dividing by the December 2020 ECI. Subsequent annual adjustments will be calculated in a similar manner with the appropriate costs and indices.

Task 3 will be completed during calendar year 2021 with no need for annual cost escalation. From time to time, the CNRFC will adjust runoff forecast formats and the operations tool may need to be updated to accommodate those changes. We will update the tool as needed on a time and material basis using the rate schedule in effect at the time of the update. Total cost estimate for calendar year 2021 is \$63,705.

WHC appreciates the opportunity to provide this cost estimate. Estimates are based on the Rate Schedule for Professional Services (Attachment A). If you have any questions, please contact me at (916) 390-5829.

Sincerely,



Jeffrey K. Meyer, P.E.
Principal

Attachment(s)

Rate Schedule for Professional Services

"Attachment A"

RATE SCHEDULE FOR PROFESSIONAL SERVICES¹

Project Principal	\$205.00
Senior Water Resources Engineer	\$180.00

Expense Reimbursement/Other:

1. Computer, facsimile, and telephone are included in the billing rates, and there is no additional charge.
2. Copies (color and black and white), equipment and other direct expenses are reimbursed with a 5% administrative handling charge (excluding per diem).
3. Subcontractor expenses are reimbursed with a 5% administrative handling charge.
4. Mileage is reimbursed at current IRS rate with a 14% administrative handling charge.
5. Per Diem, depending upon location, may be charged where overnight stays are required.
6. Expert Witness Testimony, including Depositions, is billed at time and a half.
7. When non-standard billing is requested, time spent by office administrative personnel in invoice preparation is a cost to the project and charged as technical labor.

Western Hydrologic Systems

Hydrographer	\$65.00-\$95.00
Boat Rental	\$200 per day
Snowmobile Rental	\$200 per day
ATV Rental	\$200 per day

¹ Rates effective January 2020 and are subject to change. Depending on the project requirements, titles may vary.

ATTACHMENT B

Professional Services Agreement

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into this 8 day of December 2020, (the “Effective Date”) by and between the Georgetown Divide Public Utilities District, a California Public Utilities District (“District”), and (“Western Hydrologics Consulting”). 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 Stream Gaging Monitoring and Maintenance and Report of District water rights and development of forecast tool (the “Project”).

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

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

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

AGREEMENT

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

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

3. Compensation. District shall pay Consultant according to cost set forth in **Exhibit A** for a time and materials cost. Cost is estimated at **\$63,705** for calendar year 2021 and **\$55,905** for calendar years 2022 and 2023, as full remuneration for the performance of the Services. For years two and three, on January 1 of each year, the cost will be adjusted by the percentage change in the Employment Cost Index for Total Compensation. 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 January 1, 2021 and will continue in effect until December 31, 2022, unless terminated earlier as provided in Section 6 or 7 below (the “Term”).

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

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

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

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

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

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

A. Documents. All reports, drawings, graphics, working papers and Confidential Information furnished by District in connection with the Services (“Documents”). Nothing herein shall be interpreted as prohibiting or limiting District’s right to assign all or some of District’s interests in the Documents.

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

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

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

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

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

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

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

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

B. Consultant Performance. Consultant represents and warrants that all Services under this Agreement shall be performed in a professional manner and shall conform to the customs and standards of practice observed on similar, successfully completed projects by specialists in the Services to be provided. Consultant shall adhere to accepted professional standards as set forth by relevant professional associations and shall perform all Services required

under this Agreement in a manner consistent with generally accepted professional customs, procedures and standards for such Services. All work or products completed by Consultant shall be completed using the best practices available for the profession and shall be free from any defects. Consultant agrees that, if a Service is not so performed, in addition to all of its obligations under this Agreement and at law, Consultant shall re-perform or replace unsatisfactory Service at no additional expense to District.

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

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

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

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

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

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

D. Errors and Omissions Liability. Consultant shall carry errors and omissions liability insurance in the amount of no less than One Million Dollars (\$1,000,000.00) per occurrence or greater if appropriate for the Consultant's profession. Architects and engineers' coverage is to be endorsed to include contractual liability. Any deductibles or self-insured retentions must be declared to and approved by the District. At the option of the District, either the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the District, elected and appointed councils, commissions, directors, officers, employees, agents, and representatives ("District's Agents"); or the Consultant shall provide a financial guarantee satisfactory to the District guaranteeing payment of losses and related investigations, claims administration and defense expenses.

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

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

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

or revenue, arising out of or in connection with this Agreement or the Services performed in connection with this Agreement.

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

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

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

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

If to Consultant: Western Hydrologics
P.O. Box 7192
610 Auburn Ravine Road
Auburn, CA 95604
Attention: Jeff Meyer

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: _____
Jeff Nelson, General Manager

Date: _____

Approved as to Form:

Barbara A. Brenner, General Counsel

CONSULTANT:

Western Hydrologics

By: _____
Jeff Meyer

Name: _____

Date: _____

ATTACHMENT C

Resolution

**RESOLUTION NO. 2020-XX
OF THE BOARD OF DIRECTORS OF THE
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT**

**AUTHORIZING THE GENERAL MANAGER TO EXECUTE A PROFESSIONAL
SERVICES AGREEMENT WITH WESTERN HYDROLOGICS CONSULTING
FOR STREAM GAGING MONITORING AND MAINTENACE, WATER RIGHTS
REPORTING AND OPERATIONS FORCASTINGTOOL**

WHEREAS, on June 25, 2015, Senate Bill 88 was signed into law that requires gaging and monitoring of direct diversions and storage facilities associated with District water rights;

WHEREAS, a total of thirteen gaging devices associated with District water rights are required to be monitored and maintained annually;

WHEREAS, the District is required to submit annual water rights reports to the State Water Resources Control Board – Water Rights Division;

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

1. The professional services contract is awarded to Western Hydrologics Consulting; and
2. The General Manager is authorized to execute a professional services contract with Western Hydrologics Consulting for stream gaging monitoring and maintenance, water rights reporting and development of operations forecasting tool.

PASSED AND ADOPTED by the Board of Directors of the Georgetown Divide Public Utility District at a meeting of said Board held on the 8th day of December 2020, by the following vote:

AYES:

NOES:

ABSENT/ABSTAIN:

President
Board of Directors
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

ATTEST:

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

CERTIFICATION

I hereby certify that the foregoing is a full, true and correct copy of Resolution 2020-XX duly and regularly adopted by the Board of Directors of the Georgetown Divide Public Utility District, County of El Dorado, State of California, on the 8th day of December 2020.

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