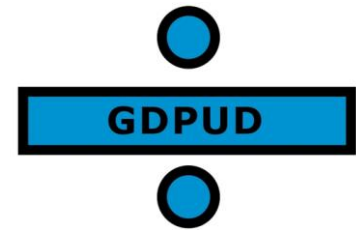


**REPORT TO THE BOARD OF DIRECTORS
BOARD MEETING OF MAY 10, 2022
AGENDA ITEM NO. 9.A.**



AGENDA SECTION: NEW BUSINESS

**SUBJECT: SETTING A DATE FOR A PUBLIC HEARING TO ESTABLISH
THE PROPOSITION 4 APPROPRIATIONS LIMIT FOR THE
2022-2023 FISCAL YEAR**

PREPARED BY: Jessica Buckle, Office/Finance Manager

APPROVED BY: Adam Coyan, General Manager

BACKGROUND

In November 1979, the voters of the State of California approved Proposition 4, commonly known as the (Paul) Gann Initiative. The Proposition limits the amount of tax revenue that can be spent by all entities of government. The District is a local government and, therefore, must comply with the Proposition. The Proposition became effective for the 1980-81 Fiscal Year. Since that time, the District has annually been setting a public hearing to establish its appropriation limit, which is derived from information received from the State Department of Finance during May.

DISCUSSION

The District has received information from the State Department of Finance allowing the District to set the public hearing.

FISCAL IMPACT

This action will not result in an expenditure.

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 setting a public hearing for the Proposition 4 Appropriation Limit on June 14, 2022, at the 2:00 P.M. Regular Board Meeting.

ATTACHMENTS

1. Resolution 2022-XX

RESOLUTION NO. 2022-XX
OF THE BOARD OF DIRECTORS OF THE
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT
SETTING A DATE FOR A PUBLIC HEARING TO ESTABLISH
THE PROPOSITION 4 APPROPRIATIONS LIMIT
FOR THE 2022-2023 FISCAL YEAR

WHEREAS, the Board of Directors of the Georgetown Divide Public Utility District (District) is required by Proposition 4 to set a date for a public hearing on the appropriations limits for the District; and

WHEREAS, the hearing set for the Board's Regular Meeting of June 14, 2022, at 2:00 PM will be advertised and noticed as required by law. At said hearing the Georgetown Divide Public Utility District will consider all comments by interested persons; and

WHEREAS, the proposed Appropriations Limit is **\$XX.XX**.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT THAT the Public Hearing to establish the Proposition 4 Appropriations Limit for Fiscal Year 2022-2023 is set for July 12, 2022, at 2:00 PM.

PASSED AND ADOPTED by the Board of Directors of the Georgetown Divide Public Utility District at a meeting of said Board held on the 14th day of June 2022, by the following vote:

AYES:

NOES:

ABSENT/ABSTAIN:

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

Attest:

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

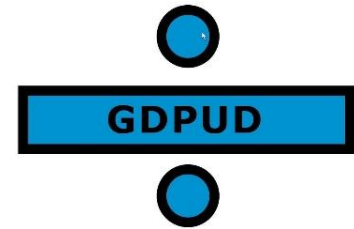
CERTIFICATION

I hereby certify that the foregoing is a full, true, and correct copy of Resolution 2022-XX duly and regularly adopted by the Board of Directors of the Georgetown Divide Public Utility District, County of El Dorado, State of California, on this 10th day of May 2022.

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

DRAFT

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



AGENDA SECTION: NEW BUSINESS

SUBJECT: DECLARING A CONSOLIDATED GENERAL ELECTION

PREPARED BY: Jessica Buckle, Office/Finance Manager

APPROVED BY: Adam Coyan, General Manager

BACKGROUND

Every two years (even years), the District utilizes the services of the El Dorado County Recorder-Clerk-Registrar of Voters to conduct District elections. The elected term of three (3) Board of Directors expire at the end of this year, and an election must be held. In order for the District to utilize the County's services, the District must adopt a resolution Declaring a Consolidated Election, post a Notice of Consolidated Districts Election, and execute a Notice of Elective Offices to be Filled and Transmittal of Map and Boundaries prior to July 7, 2022.

DISCUSSION

A resolution Declaring a Consolidated Election, Resolution 2022-XX, is included as Attachment 1 to this report. The date of the General Election is anticipated to be November 8, 2022.

The County also requires a Notice of Consolidated Districts Election (Attachment 2) posted in three or more locations. The District plans to post the Notice of Consolidated Districts Election at the District Office and at the post offices in Cool, Garden Valley, Greenwood, Georgetown, and Pilot Hill.

The Notice of Elective Offices to be Filled and Transmittal of Map and Boundaries (Attachment 3) is to be executed. The Notice of Elective Offices to be Filled and Transmittal Map and Boundaries will designate no annexations and no deletions of parcels since December 2014, candidate statements are paid for by the candidate, and there are no District measures to be voted on.

A copy of the County's instructions and Election Code Sections 10522 and 13307 are included as Attachment 4 to this report.

FISCAL IMPACT

This is a necessary expense to run the District. The County will bill the District for its share of the November 8, 2022 General Election following the election. The District's share of the 2020

General Election cost was \$8,951.69. Because the County Elections Department does not yet know what will be on the 2022 ballot, Staff recommends budgeting \$8,000-\$10,000 for the District's share.

CEQA ASSESSMENT

Not a CEQA Project.

RECOMMENDED ACTION

Staff recommends the Board of Directors of the Georgetown Divide Public Utility District

1. Adopt Resolution 2022-XX,
2. Approve the execution of the Notice of Elective Offices to be Filled and Transmittal of Map and Boundaries, and
3. Direct staff to post the Notice of Consolidated Districts Election as required by the County of El Dorado.

ATTACHMENTS

1. Resolution 2022-XX
2. Notice of Consolidated Districts Election
3. Notice of Elective Offices to be Filled and Transmittal of Map and Boundaries
4. County's instructions and Election Code Sections 10522 and 13307

RESOLUTION NO. 2022-XX

**OF THE BOARD OF DIRECTORS OF THE
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT
DECLARING AN ELECTION BE HELD IN ITS JURISDICTION
CONSOLIDATION WITH OTHER DISTRICTS
REQUESTING ELECTION SERVICES**

WHEREAS, it is the determination of the above-named district that an election be held on November 8, 2022, at which election the issue to be presented to the voters shall be:

NOMINATION OF CANDIDATES

No. of Members

To be Elected

3

Term

Full 4-year terms to expire 12/04/2026

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT THAT** the Elections Department of El Dorado County is hereby requested to:

1. Consolidate said election with the Statewide General Election conducted on November 8, 2022.
2. Authorize and direct the Registrar of Voters, at District expense, to provide all necessary services, which shall include, **but not be limited to:**

publications, issue nomination documents, ballots, sample ballots, election officers, polling places and canvass.
3. In the event of a tie vote, the winning candidate shall be decided by lot.

PASSED AND ADOPTED by the Board of Directors of the Georgetown Divide Public Utility District at a meeting of said Board held on the 10th day of May 2022, by the following vote:

AYES:

NOES:

ABSENT/ABSTAIN:

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

ATTEST:

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

CERTIFICATION

I hereby certify that the foregoing is a full, true and correct copy of Resolution 2022-XX duly and regularly adopted by the Board of Directors of the Georgetown Divide Public Utility District, County of El Dorado, State of California, on this the 10th day of May 2022.

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

PLEASE POST

GDPUD Board Mtg. 5/10/22
AGENDA ITEM NO.9.B.
Attachment 2

Notice of Consolidated Districts Election

(Elections Code Sections 10510,12112)

Georgetown Divide Public Utility District

(Name of District)

Notice hereby is given that a Consolidated Districts Election will be held in this district on Tuesday, November 8, 2022.

The names of the offices for which candidates may be nominated are as follows:

**Three Full Terms to be Elected will Expire 12/02/2022
(Incumbent) Michael Saunders
(Appointed Incumbents) Donna Seaman and Gerry Stewart**

The qualifications of a nominee and of an elective officer of the district are as follows:

Registered Voter within the District

There are measures to be voted on: Yes No
(Please circle one)

Declaration of candidacy forms for eligible candidates desiring to file for any of the elective offices may be obtained from the Elections Department at 2850 Fairlane Court, Placerville, CA. Forms shall be available commencing on July 18, 2022, before the election, and shall be filed with the Elections Department, in person no later than 5:00 p.m., August 12, 2022, before the election.

PLEASE NOTE: Districts in the Tahoe area call (530) 621-7490 for appointment.

In the event that are no nominees or an insufficient number of nominees for each elective office and a petition for an election is not timely filed, an appointment to such elective office shall be made. (Elections Code Section 10515)

The ¹ Candidates Statement is to be paid for by: Candidate District
(Please circle one)

Date: March 10, 2022

Bill O'Neill
Registrar of Voters

INSTRUCTIONS:

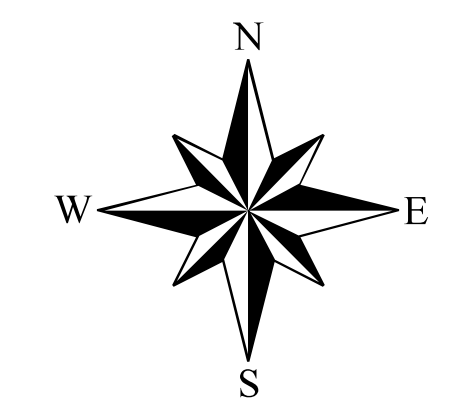
¹ **NOTE:** FPPC Regulations Section 18530, effective October 10, 1990, provides that districts can pay for "production and dissemination of candidates statements" notwithstanding Government Code Section 85300 forbidding use of public funds "for the purpose of seeking elective office."

NOTE: This Notice shall be published once by the Registrar of Voters at least 90 days and not more than 120 days before the general election in a newspaper of general circulation published in the district or, if none, in a newspaper having general circulation in the district published in any affected county in the district. (EC 12112)

GEORGETOWN DIVIDE PUD

County of El Dorado

State of California

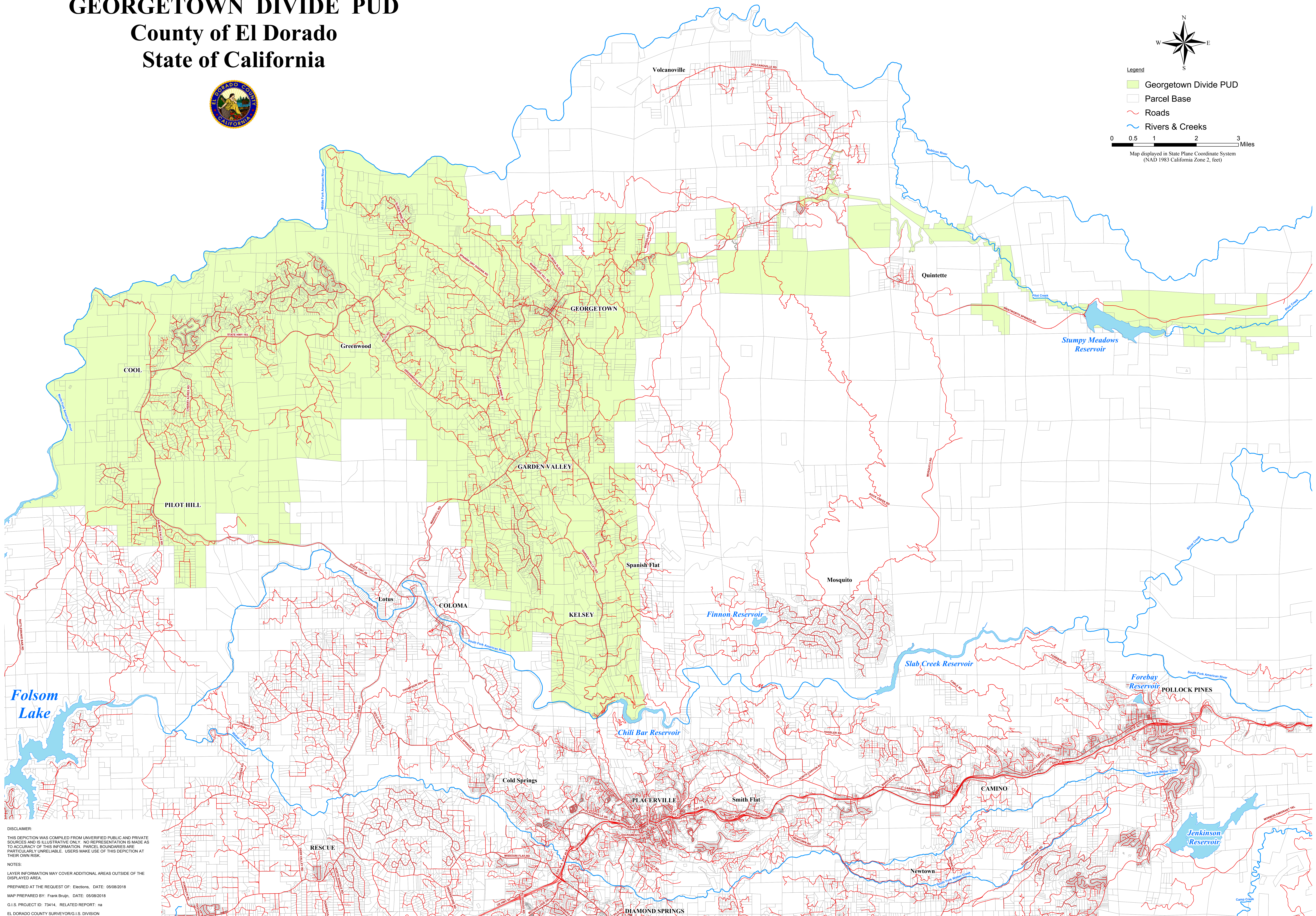


Legend

- Georgetown Divide PUD
- Parcel Base
- Roads
- Rivers & Creeks

0 0.5 1 2 3 Miles

Map displayed in State Plane Coordinate System (NAD 1983 California Zone 2, feet)



DISCLAIMER:
 THIS DEPICTION WAS COMPILED FROM UNVERIFIED PUBLIC AND PRIVATE SOURCES AND IS ILLUSTRATIVE ONLY. NO REPRESENTATION IS MADE AS TO ACCURACY OF THIS INFORMATION. PARCEL BOUNDARIES ARE PARTICULARLY UNRELIABLE. USERS MAKE USE OF THIS DEPICTION AT THEIR OWN RISK.

NOTES:
 LAYER INFORMATION MAY COVER ADDITIONAL AREAS OUTSIDE OF THE DISPLAYED AREA.

PREPARED AT THE REQUEST OF: Elections, DATE: 05/08/2018

MAP PREPARED BY: Frank Bruijn, DATE: 05/08/2018

G.I.S. PROJECT ID: 73414, RELATED REPORT: na

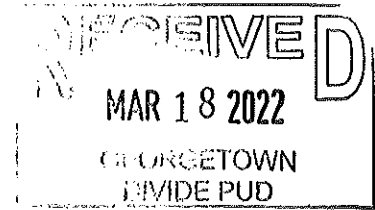
EL DORADO COUNTY SURVEYOR/G.I.S. DIVISION
 PHONE (530) 621-6511 FAX (530) 628-8731

COUNTY OF EL DORADO

REGISTRAR OF VOTERS

Bill O'Neill

2850 Fairlane Court
PO Box 678001
Placerville CA 95667
www.edcgov.us/elections/
Phone: 530.621.7480 Fax: 530.626.5514
Linda Webster - Assistant Registrar of Voters



TO: Districts
FROM: Bill O'Neill - Registrar of Voters
DATE: March 2022
SUBJECT: Uniform District Election Law to be held November 8, 2022

Enclosed are the necessary forms for the upcoming DISTRICT ELECTION that will be held on Tuesday, November 8, 2022 at the Uniform District Election Law (UDEL).

Complete the enclosed forms and make copies for your files and return the **originals** to my office **NO LATER THAN THURSDAY, JULY 7, 2022.**

Note: A resolution **must be passed by your Board of Directors** and the original, signed document returned to my office along with other completed documents.

Pursuant to Elections Code Sec. 10522 (enclosed), you **SHALL** submit a current map showing the boundaries of the District and the official boundaries of the divisions of the district. Districts **SHALL** provide these maps as either a digital shape file or a readable hard-copy paper map. Affix the attached label stating rather there are or are not boundary changes. If you require further information on this request, please contact Ted Castle at (530) 621-7486.

If appointments to fill vacancies have been made by your Board since the last Consolidated District Election, keep in mind that appointees only hold office until the next Consolidated Districts Election (November 8, 2022. If the term is unexpired, it shall appear on the ballot as such. Therefore, when submitting the **NOTICE OF ELECTIVE OFFICES TO BE FILLED AND TRANSMITTAL OF MAP AND BOUNDARIES**, indicate these offices separately from those regularly appearing for election at this time. (Government Code Sec. 1780, enclosed)

For your convenience, we have enclosed a resolution that may be used by your Board of Directors requesting to consolidate your election with any other election conducted on said date. You may use the enclosed resolution or you may draft your own, either one must be filed with the Elections Department **NO LATER THAN 5:00 P.M. on July 7, 2022.** This will enable the publication of "Notice of Election" to take place in a timely manner.

Please address all inquiries and required documents to:
Elections Department
Attn: Kim Smith
2850 Fairlane Court, Building C
Placerville, CA 95667

Complete the areas on the forms marked with the red (X). If you do not agree with our records, please contact Kim Smith at (530) 621-7490 immediately.

Attachments: Resolution
Notice of Consolidated Districts Election "Please Post"
Elections Code Sec. 10522
Notice of Elective Offices to be filled

Note: You are required to post the "Notice of Consolidated Districts Election" in three or more conspicuous places within the District to inform the resident voters of the impending election and the number of available position up for election.



GOVERNMENT CODE - GOV

TITLE 1. GENERAL [100 - 7914] (Title 1 enacted by Stats. 1943, Ch. 134.)

DIVISION 4. PUBLIC OFFICERS AND EMPLOYEES [1000 - 3599] (Division 4 enacted by Stats. 1943, Ch. 134.)

CHAPTER 4. Resignations and Vacancies [1750 - 1782] (Chapter 4 enacted by Stats. 1943, Ch. 134.)

ARTICLE 2. Vacancies [1770 - 1782] (Article 2 added by Stats. 1943, Ch. 134.)

1780. (a) Notwithstanding any other provision of law, a vacancy in any elective office on the governing board of a special district, other than those specified in Section 1781, shall be filled pursuant to this section.

(b) The district shall notify the county elections official of the vacancy no later than 15 days after either the date on which the district board is notified of the vacancy or the effective date of the vacancy, whichever is later.

(c) The remaining members of the district board may fill the vacancy either by appointment pursuant to subdivision (d) or by calling an election pursuant to subdivision (e).

(d) (1) The remaining members of the district board shall make the appointment pursuant to this subdivision within 60 days after either the date on which the district board is notified of the vacancy or the effective date of the vacancy, whichever is later. The district shall post a notice of the vacancy in three or more conspicuous places in the district at least 15 days before the district board makes the appointment. The district shall notify the county elections official of the appointment no later than 15 days after the appointment.

(2) If the vacancy occurs in the first half of a term of office and at least 130 days prior to the next general district election, the person appointed to fill the vacancy shall hold office until the next general district election that is scheduled 130 or more days after the date the district board is notified of the vacancy, and thereafter until the person who is elected at that election to fill the vacancy has been qualified. The person elected to fill the vacancy shall hold office for the unexpired balance of the term of office.

(3) If the vacancy occurs in the first half of a term of office, but less than 130 days prior to the next general district election, or if the vacancy occurs in the second half of a term of office, the person appointed to fill the vacancy shall fill the balance of the unexpired term of office.

(e) (1) In lieu of making an appointment the remaining members of the board may within 60 days of the date the district board is notified of the vacancy or the effective date of the vacancy, whichever is later, call an election to fill the vacancy.

(2) The election called pursuant to this subdivision shall be held on the next established election date provided in Chapter 1 (commencing with Section 1000) of Division 1 of the Elections Code that is 130 or more days after the date the district board calls the election.

(f) (1) If the vacancy is not filled by the district board by appointment, or if the district board has not called for an election within 60 days of the date the district board is notified of the vacancy or the effective date of the vacancy, whichever is later, then the city council of the city in which the district is wholly located, or if the district is not wholly

located within a city, the board of supervisors of the county representing the larger portion of the district area in which the election to fill the vacancy will be held, may appoint a person to fill the vacancy within 90 days of the date the district board is notified of the vacancy or the effective date of the vacancy, whichever is later, or the city council or board of supervisors may order the district to call an election to fill the vacancy.

(2) The election called pursuant to this subdivision shall be held on the next established election date provided in Chapter 1 (commencing with Section 1000) of Division 1 of the Elections Code that is 130 or more days after the date the city council or board of supervisors calls the election.

(g) (1) If within 90 days of the date the district board is notified of the vacancy or the effective date of the vacancy, whichever is later, the remaining members of the district board or the appropriate board of supervisors or city council have not filled the vacancy and no election has been called for, then the district board shall call an election to fill the vacancy.

(2) The election called pursuant to this subdivision shall be held on the next established election date provided in Chapter 1 (commencing with Section 1000) of Division 1 of the Elections Code that is 130 or more days after the date the district board calls the election.

(h) (1) Notwithstanding any other provision of this section, if the number of remaining members of the district board falls below a quorum, then at the request of the district secretary or a remaining member of the district board, the appropriate board of supervisors or the city council shall promptly appoint a person to fill the vacancy, or may call an election to fill the vacancy.

(2) The board of supervisors or the city council shall only fill enough vacancies by appointment or by election to provide the district board with a quorum.

(3) If the vacancy occurs in the first half of a term of office and at least 130 days prior to the next general district election, the person appointed to fill the vacancy shall hold the office until the next general district election that is scheduled 130 or more days after the date the district board is notified of the vacancy, and thereafter until the person who is elected at that election to fill the vacancy has been qualified. The person elected to fill the vacancy shall hold office for the unexpired balance of the term of office.

(4) If the vacancy occurs in the first half of a term of office, but less than 130 days prior to the next general district election, or if the vacancy occurs in the second half of a term of office, the person appointed to fill the vacancy shall fill the balance of the unexpired term of office.

(5) The election called pursuant to this subdivision shall be held on the next established election date provided in Chapter 1 (commencing with Section 1000) of Division 1 of the Elections Code that is held 130 or more days after the date the city council or board of supervisors calls the election.

(Amended by Stats. 2007, Ch. 343, Sec. 4. Effective January 1, 2008.)

Election Code Section 10522.

At least 125 days prior to the day fixed for the general district election, the secretary of a resident voting district shall deliver to the county elections official of each affected county a map showing the boundaries of the district and the boundaries of the divisions of the district, if any, within that county and a statement indicating in which divisions a director is to be elected and whether any elective officer is to be elected at large at the next general district election.

**REPORT TO THE BOARD OF DIRECTORS
BOARD MEETING OF APRIL 12, 2022
AGENDA ITEM NO. 9.C.**



AGENDA SECTION: NEW BUSINESS

SUBJECT: CHANGE BOARD MEETING DATE OF NOVEMBER 8, 2022 (ELECTION DAY)

PREPARED BY: Jessica Buckle, Office/Finance Manager

APPROVED BY: Adam Coyan, General Manager

BACKGROUND

Discussion occurred about changing the November regular meeting date from November, 8, 2022 (election day) to November 15, 2022 accomodating the election/voting process.

DISCUSSION

The change would allow sitting board members and all other community members participation in the election/voting process.

FISCAL IMPACT

There is no fiscal impact requiring a budget adjustment.

CEQA ASSESSMENT

This is not a CEQA project.

RECOMMENDED ACTION

Staff recommends the Board of Directors of the Georgetown Divide Public Utility District (GDPUD) change the November regular meeting date from November 8, 2022 at 2:00 PM to November 15, 2022 at 2:00 PM.

ALTERNATIVES

Detail alternative actions available to the Board; i.e. (a) Request substantive changes to the Resolution for staff to implement; (b) Reject the Resolution.

ATTACHMENTS

1. Resolution 2022-XX

RESOLUTION NO. 2022-XX
OF THE BOARD OF DIRECTORS OF THE
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT
CHANGING THE NOVEMBER REGULAR MEETING DATE

WHEREAS, the November regular meeting of the Board of Directors of the Georgetown Divide Public Utility District (District) was scheduled for November 8, 2022, at 2 PM; and

WHEREAS, the General Election is scheduled for November 8, 2022; and

WHEREAS, the Board desires to reschedule their November meeting to allow for full participation by the Board, Staff, and community in the Election.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT THAT the November regular meeting is set for November 15, 2022, at 2:00 PM.

PASSED AND ADOPTED by the Board of Directors of the Georgetown Divide Public Utility District at a meeting of said Board held on the 10th day of May 2022, by the following vote:

AYES:

NOES:

ABSENT/ABSTAIN:

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

Attest:

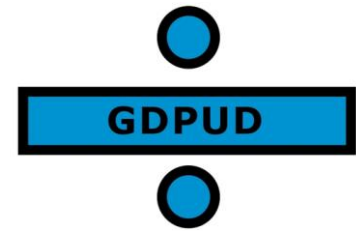
Adam Coyan, Clerk and Ex officio
Secretary, Board of Directors
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

CERTIFICATION

I hereby certify that the foregoing is a full, true, and correct copy of Resolution 2022-XX duly and regularly adopted by the Board of Directors of the Georgetown Divide Public Utility District, County of El Dorado, State of California, on this 10th day of May 2022.

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

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



AGENDA SECTION: NEW BUSINESS

SUBJECT: CONSIDER APPROVING THE ISSUANCE OF A REQUEST FOR QUALIFICATIONS FOR DISTRICT ENGINEERING SERVICES

PREPARED BY: Adam Brown, Operations Manager

APPROVED BY: Adam Coyan, General Manager

BACKGROUND

The Georgetown Divide Public Utility District Board of Directors adopts a five-year Capital Improvement Plan (CIP) on an annual basis. The CIP is a planning tool that identifies anticipated capital improvement and their funding sources. Project identified in the CIP and general construction projects often require engineering services prior to full implementation. In order to meet this engineering need, the District has drafted a *Request for Qualifications for District Engineering Services*.

DISCUSSION

The intent of selecting a qualified engineering firm is to support District staff in the implementation of the CIP and general construction projects is to meet the goals of the District, be in compliance with state and local laws/regulations, and meet District construction standards.

A Request for Qualifications (RFQ) has been drafted to be advertised through Ebidboard for approximately 30 days and qualified bidders will be notified of project opportunity. The RFQ is included as Attachment A.

FISCAL IMPACT

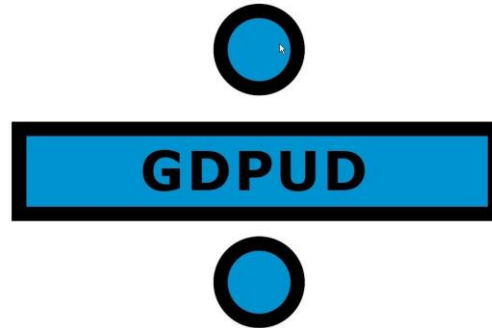
Each project the District completes has cost included to meet engineering services. The cost will be billed to the District on time and material rate schedule.

RECOMMENDED ACTION

Staff recommends that the Board authorize the issuance of a Request for Qualifications for District engineering services.

ATTACHMENTS

1. Request for Qualifications | District Engineering Services
2. Draft Resolution 2022-XX



GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

REQUEST FOR QUALIFICATIONS

District Engineering 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): June XX, 2022 at 2:00pm

**Submit Proposal to: Georgetown Divide Public Utility District Office
6425 Main Street
Georgetown, CA 95634**

REGISTERING YOUR EMAIL ADDRESS

FOR QUESTIONS CONCERNING THIS REQUEST FOR PROPOSAL:

Potential respondents who want to receive changes, additions, and deletions to the RFQ, as well as a copy of all the questions and responses by the Georgetown Divide Public Utility District, should register online by following the link on the GDPUD website. The link to open RFQs is at the following website: http://gd-pud.org/#Bids_&_Proposals

TABLE OF CONTENTS

<u>SECTION</u>	<u>Page</u>
1. INTRODUCTION	3
1.1 General Description of RFQ	
1.2 RFQ Schedule	
1.3 General Selection Process	
2. SCOPE OF SERVICES	4
3. RFQ SUBMITTAL REQUIREMENTS	5
4. SELECTION PROCESS AND EVALUATION CATEGORIES	8
4.1 Selection Criteria	
5. GENERAL TERMS AND CONDITIONS	8
5.1 Limitation	
5.2 Public Records	
5.3 Contract Agreement	
6. QUESTIONS	9

ATTACHMENTS

- A. Sample Professional Services Agreement
- B. Capital Replacement Program

REQUEST FOR QUALIFICATIONS

District Engineering Services

SECTION 1 — INTRODUCTION

The Georgetown Divide Public Utility District (the District) is soliciting proposals from qualified engineering firms to provide professional engineering services associated with the District's Capital Improvement Program (CIP) and general construction activities.

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

The District will open and review the proposal of the top ranked consultant. 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 RFQ, 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 RFQ Schedule

Advertisement of RFQ	May XX, 2022
Deadline for Questions	June XX, 2022
Response to Questions	June XX, 2022
Deadline for RFQ Submittal	No later than 2:00 PM, July XX, 2022
Final Consultant Selection	Anticipated August XX, 2022

1.3 General Selection Process

The District 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. The District will review all proposals and evaluate them according to the following criteria:

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

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 2 — SCOPE OF SERVICES

The Consultant shall provide professional engineering services associated with the District's CIP. The District's Board of Directors adopt a five year CIP typically during the June board meeting for implementation in the next fiscal year. The most recent CIP is included in Attachment B.

Projects included in the District's CIP often require preliminary engineering prior to full implementation. Typical engineer functions include:

- Manage aspects of civil engineering, plan checking, development conditioning and capital project management;
- Review matters pertaining to engineering to ensure that undertakings proposed and implemented by the District and others are done in a matter that protects the District's interests, and are in keeping with District goals, specifications and practices as well as with local, state and federal laws;
- Assist in planning, coordinating, supervising and evaluating programs, plans, services, equipment and infrastructure;
- Provides engineering services on projects and oversees project management for the construction of District projects;
- Reviews construction plans for private development for consistency with District-

adopted engineering specifications, District policies and relevant laws, rules and regulations and ensures Board actions are implemented;

- Ensures that costs and fees are charged back to development projects; works with the Operations Manager monitor charges and revenues associated with development projects;
- Prepare reports, investigations, studies and evaluations as, from time to time, may be required and directed by the General Manger, Director of Utilities or his/her designee;
- Perform other engineering-related functions as directed by the General Manger, Director of Utilities or his/her designee;
- Preparation of capital improvements projects, improvement plans, specifications, bid documents and public improvement project management;
- Solicit proposals for capital improvement project design work;
- Review and evaluation of bid submittals;
- Provide construction observation and management during the course of District projects;
- Coordinate activities with other departments and outside agencies to obtain various approvals and agreements such as environmental clearances, permits, land acquisitions and rights-of-way for assigned engineering projects;
- Review proposed improvements and land developments and provide recommendations as to engineering matters to ensure conformance with District standards and ordinances;
- Provide a “turn around” checking time for maps and improvement plans generally not to exceed two weeks for the first plan check and the application has been determined complete;
- Establish performance, labor and material bond amounts when required and ensure the posting of such bonds with the proper time sequence of such development control; and
- Provide necessary and related functions as the normal practice of a District engineer in control of private development.

SECTION 3 — RFQ SUBMITTAL REQUIREMENTS

The intent of these requirements is to assist proposers in the preparation of their proposal and to simplify the review process for the District. One signed original, two (2) copies, and one electronic copy of the proposal must be received and date stamped by GDPUD no later than **July XX, 2022 at 2:00 PM**. If a proposal is sent by mail or other delivery system, the sender is totally responsible for the mail or delivery system delivering the proposal to the District on or before the deadline.

Proposals shall be clearly marked "Request for Qualifications for District Engineering Services," and submitted to:

Adam Brown
Operation 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 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 the District'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. 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 the District, particularly for the Project Manager and other key project staff members assigned to the project.

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

Provide a brief description of at least three similar projects for which the 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

E. Rate Schedule

Rate schedule of most current rates for personnel identified in project team information. A rate schedule (one copy) for the district engineering services must be submitted in a separately sealed envelope marked "Rate Schedule" and will be the basis for which the Consultant will be compensated. The rates quoted will remain in effect for the duration of the Agreement, unless approved by the District. Rates shall be included for all employment categories necessary to perform the work outlined in this RFQ 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 4 — SELECTION PROCESS AND EVALUATION CATEGORIES

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 or omissions.

4.1 Selection Criteria

The District 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. The District will review all proposals and evaluate them according to the following criteria:

- Qualifications of team;
- Project Understanding and Innovation; and
- Similar 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 RFQ does not commit the District to award a contract, to pay any cost incurred in the preparation of the Consultant'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.

5.2 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.

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 the District.

The contents of the submitted proposal will be relied upon and incorporated into the awarded contract and shall become a contractual obligation. Failure of the Consultant to agree to include the proposal as part of the contractual agreement will result in 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 Consultant, in the final negotiated contract.

A sample agreement that will be used for this contract is included as Attachment A. The District 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.

SECTION 6 — QUESTIONS

If you have any questions regarding this RFQ, prior to June XX, 2022, please email:

Adam Brown, Operations Manager

Email: abrown@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 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 require to undertake or perform the Services;

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

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

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

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

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

12. Compliance with Laws and Standards. Consultant shall insure compliance with all applicable federal, state, and local laws, ordinances, regulations and permits, including but not limited to federal, state, and county safety and health regulations. Consultant shall perform all work according to generally accepted standards within the industry.

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

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

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

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

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

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

E. Other Insurance Requirements. Within five (5) days of the Effective Date, Consultant shall provide District with certificates of insurance for all of the policies required under this Agreement ("Certificates"), excluding the required worker's compensation insurance.

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

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

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

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

17. Litigation. In the event that either Party brings an action under this Agreement for the breach or enforcement hereof, or must incur any collection expenses for any amounts due

hereunder the prevailing Party in such action shall be entitled to its costs including reasonable attorney's fees, whether or not such action is prosecuted to judgment.

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

If to District:

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

With courtesy copies to:

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

If to Consultant:

20. General Provisions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DISTRICT:

GEORGETOWN DIVIDE PUBLIC
UTILITIES DISTRICT, a California Public
Utilities District

By: _____
Adam Coyan, General Manager

Date: _____

Approved as to Form:

Barbara A. Brenner, General Counsel

CONSULTANT:

By: _____

Name: _____

Date: _____

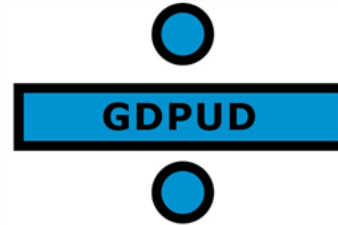
By: _____

Name: _____

Date: _____

ATTACHMENT B
CAPITAL REPLACEMENT PROGRAM

**REPORT TO THE BOARD OF DIRECTORS
BOARD MEETING OF September 14, 2021
Agenda Item No. 8.G.**



AGENDA SECTION: NEW BUSINESS

SUBJECT: REVIEW AND APPROVE FIVE-YEAR CAPITAL IMPROVEMENT PLAN

PREPARED BY: Adam Coyan, General Manager

BACKGROUND

The CIP is a five-year planning tool that identifies anticipated capital improvements and their funding sources from Fiscal Year 2021-2022 through 2025-2026 (Attachment 1). The CIP does not appropriate funds, but rather, it functions as a budgeting and planning tool which supports actual appropriations that are made through adoption of the budget. The subsequent four years are subject to change due to more detailed engineering analysis, Board direction of project priorities, updates to revenues, and changes in project costs. This is why the five-year CIP is updated annually.

DISCUSSION

The below table includes values for loan repayment and doesn't represent total exposure. As an example, the meter replacement loan is going to be roughly for 1.7 million dollars the monthly payment will come out of CIP and is listed under meter replacement. Total project cost is not listed in the table. Further, the new ALT treatment plant service charge and loan repayment are not listed in the table because we track that separately.

Table 1 – CIP Project List

Project	FY 21/22	FY 22/23	FY 23/24	FY 24/25	FY 25/26	TOTAL 2021-2026
Pump Station Retrofit/Generator	\$132,000A1	\$12,000A2	\$12,000A3	\$12,000A4	\$12,000A5	\$180,000
ALT 2,000,000 Water Tank	--	--	--	--	\$3,000,000B1	\$3,000,000
Tunnel Inspection and Lining	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	\$750,000
Office and Corp Yard Building Roof Repairs	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$50,000
Angel Camp Tank Recoating	--	--	\$366,800C1	--	--	\$ 366,800
Repair Safety Walkways	\$2,000D1	\$2,000D2	\$2,000D3	\$2,000D4	\$2,000D5	\$10,000
Treated Water Line Replacement	\$50,000E1	\$50,000E2	\$50,000E3	\$50,000E4	\$50,000E5	\$250,000
Pressure Regulating Valves	\$100,000F1	\$100,000F2	\$100,000F3	\$100,000F4	\$100,000F5	\$500,000
North Fork American River Pumping Plant Evaluation	--	--	--	--	--	--
Meter Replacement Loan	--	\$97,458.18	\$97,458.18	\$97,458.18	\$97,458.18	\$389,833
Annual Canal Lining	\$150,000G1	\$100,000G2	\$100,000G3	\$100,000G4	\$100,000G5	\$ 500,000
Old ALT WTP Demolition	\$ 75,000	--	--	--	--	\$ 75,000
Develop Alternate Water Source	--	--	--	--	--	--
Paving ALT	\$100,000H1	\$20,000	\$20,000	\$20,000	\$20,000	\$180,000
Water System Condition Assessment	\$250,000	--	--	--	--	\$ 250,000
Replace Air Release Valves	\$ 40,000J1	\$10,000J2	\$10,000J3	\$10,000J4	\$10,000J5	\$ 80,000
Asset Management Plan	\$ 80,000	--	--	--	--	\$ 80,000
Cargo Container	\$ 12,000	--	--	--	--	\$ 12,000
Lift Station Upgrade	--	\$150,000K1	--	--	--	\$150,000
Total	\$1,151,000	\$701,458	\$918,258	\$551,458	\$3,551,458	\$6,873,633

Table 1 summarizes the CIP projects and expenditures by fiscal year, and Table 2 summarizes the funding by fiscal year.

Table 2 – Funding Source

Fund	FY 21/22	FY 22/23	FY 23/24	FY24/25	FY25/26	TOTAL 2021-2026
Capital Reserve	\$3,279,417	\$851,693	\$775,040	\$705,286	\$641,811	\$6,253,001
Capital Facility Charge Restricted	\$1,848,957	\$216,000	\$201,000	\$192,000	\$170,000	\$2,627,957
ALT WTP Capital Reserve	\$1,401,645	\$0	\$0	\$0	\$0	\$1,401,645
Total	\$6,530,019	\$1,067,693	\$976,040	\$897,286	\$811,811	\$10,282,849

FISCAL IMPACT

The CIP consists of 16 projects, totaling approximately \$6.8 million and constrained against \$10.2 million of available funding over the next five years. All expenditures and revenues identified beyond Fiscal Year 2021/2022 have no direct fiscal impact at this time because the CIP is not a financial commitment by the Board, but rather a planning and forecasting tool. Under funding I have not included the \$500,000 meter replacement grant. This was intentional or the meter replacement loan. The total project cost for the meter replacement plan is not included in the CIP budget because it is a yearly budget. I have also not included the meter replacement loan in the funding source due to not included the overall expense.

CEQA ASSESSMENT

This is not a CEQA Project. Each individual project is subject to a separate CEQA review and assessment.

RECOMMENDED ACTION

Staff recommends the Board of Directors adopt a resolution approving the CIP for Fiscal Year 2021/2022 to 2025/2026.

ATTACHMENTS

1. Five-Year Capital Improvement Plan
2. Resolution 2021

AGENDA ITEM 8.G.

Attachment 1

Five-Year Capital Improvement Plan

AGENDA ITEM 8.G.

Attachment 2

Resolution 2021

RESOLUTION NO. 2022-XX
OF THE BOARD OF DIRECTORS OF THE
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT
APPROVING THE ISSUANCE OF A REQUEST FOR QUALIFICATIONS
FOR DISTRICT ENGINEERING SERVICES

WHEREAS, the Georgetown Divide Public Utility District adopts a Five-year Capital Improvement Plan (CIP), which identifies anticipated capital improvement projects that often require engineering services prior to full implementation;

WHEREAS, in order to meeting this need for engineering services, the District has drafted a *Request for Qualifications for District Engineering Services* (Exhibit A);

WHEREAS, the intent of selecting a qualified engineering firm is to support District staff in the implementation of the CIP and general construction projects to meet the goals of the District, be in compliance with State and local laws/regulations, and meet District construction standards; and

WHEREAS, each project includes the cost for engineering services which will be billed to the District on a time and material rate schedule.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT THAT the issuance of the Request for Qualifications for District engineering services is hereby 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 tenth day of May 2022, by the following vote:

AYES:

NOES:

ABSENT/ABSTAIN:

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

Attest:

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

CERTIFICATION

I hereby certify that the foregoing is a full, true, and correct copy of Resolution 2022-XX duly and regularly adopted by the Board of Directors of the Georgetown Divide Public Utility District, County of El Dorado, State of California, on this tenth day of May 2022.

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

DRAFT

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



AGENDA SECTION: NEW BUSINESS

**SUBJECT: PRESENTATION ON THE AMERICAN RESCUE PLAN ACT AND
GDPUD REQUEST TO THE EL DORADO COUNTY BOARD OF
SUPERVISORS**

PRESENTED BY: Michael Saunders, Board President

Under the American Rescue Plan Act (ARPA), California counties will receive \$7.67 billion in total direct allocations from the Local Coronavirus Fiscal Recovery Fund. Last May, counties received the first half of their allocation, and the U.S. Treasury will disburse the second and final round of this funding in May 2022.

While special districts did not receive the same direct access to funding as other units of local government, ARPA granted counties and cities with specific authority to transfer a portion of their Fiscal Recovery Fund allocations to special districts.

Many counties are beginning to engage in the decision-making process for their forthcoming second and final round of ARPA funding. Therefore, special districts are encouraged to contact their County's elected and administrative officials as soon as possible to relay unmet needs for funding of critical infrastructure and other essential services eligible under the Fiscal Recovery Fund.

This resource is intended to aid districts with their requests for ARPA funds to cover impacts not covered by the 2021-22 State Budget \$100 million Independent Special District COVID-19 Relief Fund administered by the California Department of Finance, the State Water Resources Control Board's water and wastewater arrearage program, and/or other sources of federal, state, or local funding.

The eligible use of funding is covered in this document:

https://higherlogicdownload.s3.amazonaws.com/CSDA/b24702e8-8a42-4614-8c45-bc3cba37ea2c/UploadedImages/Advocate/Take_Action/4a_NSDC_TFG_Special_Report_on_Eligible_Uses_of_American_Rescue_Plan_Funding.pdf

In summary, our District is eligible to apply for funds that:

Invest in water, sewer, and broadband infrastructure, making necessary investments to improve access to clean drinking water, support vital wastewater and stormwater infrastructure, and to expand access to broadband internet.

The Board should consider the following actions:

- Choosing projects from CIP to include in request for funding support.
- Authorize Letter to District 4 County Supervisor Lori Parlin.
- Authorize the Grant Committee to collaborate with the General Manager to develop a presentation to the Board of Supervisors.
- Adopt Resolution approving request for funding to the Board of Supervisors.

Attachments

1. Draft Letter to Supervisor Lori Parlin
2. Section from Eligible Uses of Coronavirus State and Local Fiscal Recovery Funds—Invest in water, sewer, and broadband infrastructure
3. Draft Resolution requesting assistance from Board of Supervisors

**BOARD MEETING OF MAY 10, 2022
AGENDA ITEM 9.E.
ATTACHMENT 1**

April 10, 2022

The Honorable Lori Parlin
Chair of the Board
County Supervisor, 4th District
El Dorado County
330 Fair Lane
Placerville, CA 95667

Dear Supervisor and Chair Parlin,

On behalf of Georgetown Divide Public Utility District (GDPUD), I am contacting you to respectfully request assistance for our District's unmet needs stemming from the COVID-19 pandemic, sourced from the American Rescue Plan Act's (ARPA)'s Coronavirus Local Fiscal Recovery Fund.

As you and fellow County leaders discuss priorities for the second and final tranche of the Local Fiscal Recovery Fund, I ask that you consider utilizing the authority granted to the County in ARPA to transfer a portion of those funds to address the district's ongoing COVID-19 impacts and ensure continuation of the essential local services we provide to our shared constituency.

ARPA gives counties the authority to transfer Fiscal Recovery Fund monies to special purpose units of state and local government for the *same eligible uses* as cities and counties. Among others, these uses include:

- pandemic-related expenditures,
- revenue losses,
- premium pay for essential workers, and
- necessary investments in water, wastewater, and broadband services.

GDPUD serves a population of approximately 15,000 residents in the areas including Georgetown, Kelsey, Garden Valley, Greenwood, Cool, and Pilot Hill. The District provides Water, Irrigation, and Wastewater services along with spending resources for critical water infrastructure to deal with fire mitigation and suppression. To date, the District has experienced \$[AMOUNT TBD] in fiscal impacts eligible under the ARPA's Section 9901, Coronavirus State and Local Fiscal Recovery Funds.

Unfortunately, special districts were not directly included in Coronavirus Relief Fund allocations to state and local governments. While the 2021-2022 State Budget provided some important new avenues for COVID-19 relief to California's special districts, Georgetown Divide public utility District still has \$[amount financial need that has yet to be covered] in *unmet* needs that are eligible for the Fiscal Recovery Fund.

The District's request takes all available funding into consideration. We have no remaining avenues to request relief and are not receiving other state or federal funding for these purposes. ARPA grants definitive authority to counties to transfer Local Fiscal Recovery Fund monies to special districts to address these needs for the communities we serve.

We look forward to working with you and your staff on this issue and appreciate your consideration. Please contact us at msaunders@gd-pud.org and gm@gd-pud.org to speak further about this request to help the District continue providing essential public services to your constituents. We stand ready to be a resource and answer questions or provide additional information.

Thank you,

Michael Saunders
President, Board of Directors

Adam Coyan
General Manager

CC: Don Ashton, El Dorado County CAO

DRAFT



Special Report

Eligible Uses of Coronavirus State and Local Fiscal Recovery Funds

May 14, 2021 (Updated
January 18, 2022)

Invest in water, sewer, and broadband infrastructure

Water and Sewer

Recipients may use the Fiscal Recovery Funds to make necessary investments in water and sewer infrastructure. The Interim Final Rule explains that “[b]y permitting funds to be used for water and sewer infrastructure needs, Congress recognized the critical role that clean drinking water and services for the collection and treatment of wastewater and stormwater play in protecting public health.”

The Interim Final Rule provides important details on how the funds should be used for water and sewer projects:

- In the rule, Treasury aimed to give governments “wide latitude to identify investments in water and sewer infrastructure that are of the highest priority for their own communities.” The rule does this by aligning eligible uses of the Fiscal Recovery Funds with the wide range of project types that would be eligible to receive assistance through the EPA’s Clean Water State Revolving Fund (CWSRF) or Drinking Water State Revolving Fund (DWSRF).
- As a reminder, the types of projects eligible for assistance under the CWSRF include projects to construct, improve, and repair wastewater treatment plants, control non-point sources of pollution, improve resilience of infrastructure to severe weather events, create green infrastructure, and protect waterbodies from pollution. A full list of eligible CWSRF project categories can be found [here](#).
- For the DWSRF, a wide range of water infrastructure capital improvements are eligible, including the installation and replacement of treatment and distribution systems, storage, replacement of lead service lines, development of new water sources, wells, aquifer storage and recovery, and consolidation projects, among others. A full list of eligible DWSRF project categories can be found [here](#).
- Funds may be used for cybersecurity needs to protect water or sewer infrastructure, such as developing effective cybersecurity practices and measures at drinking water systems and publicly owned treatment works.
- Treasury encourages investment in several types of projects, including the replacement of lead service lines and projects that address climate change. Climate change-related projects are those that reduce the energy required to treat water by managing potential sources of pollution and projects that conserve or reuse water are eligible. In addition, Treasury encourages recipients to consider green infrastructure investments and projects to improve resilience. Green infrastructure projects that support stormwater system resiliency could include rain gardens that provide water storage and filtration benefits, and green streets, where vegetation, soil, and engineered systems are combined to direct and filter rainwater from impervious surfaces.
- In cases of a natural disaster, recipients may also use Fiscal Recovery Funds to provide relief, such as interconnecting water systems or rehabilitating existing wells during an extended drought.
- Projects on privately-owned infrastructure are eligible.
- Treasury encourages recipients to ensure that water and sewer projects use strong labor standards, including project labor agreements and community benefits agreements that offer wages at or above the prevailing rate and include local hire provisions, “not only to promote effective and efficient

delivery of high-quality infrastructure projects but also to support the economic recovery through strong employment opportunities for workers.”

- Regarding reporting, the rule states, “[t]o provide public transparency on whether projects are using practices that promote on-time and on-budget delivery, Treasury will seek information from recipients on their workforce plans and practices related to water [and] sewer...projects undertaken with Fiscal Recovery Funds. Treasury will provide additional guidance and instructions on the reporting requirements at a later date.”

Changes Made by the Final Rule:

The Interim Final Rule permitted a broad range of necessary investments in projects that improve access to clean drinking water and improve wastewater and stormwater infrastructure systems. After its review of comments on the Interim Final Rule, Treasury expands the scope of eligible water and sewer projects in the Final Rule.

- Because the Interim Final Rule aligned the definition of necessary water and sewer infrastructure with the eligible uses included in the DWSRF and CWSRF, Treasury is reflecting in the Final Rule a revised standard for determining a necessary water and sewer infrastructure investment for eligible water and sewer uses beyond those uses that are eligible under the DWSRF and CWSRF. DWSRF and CWSRF eligible projects continue to be presumed to be necessary investments under the Final Rule, with the exception of projects for the rehabilitation of dams and reservoirs, which the EPA has permitted in certain circumstances under the DWSRF (see below for more information on dams and reservoirs). And, although governments are engaged in other infrastructure related to water, including irrigation projects, transportation projects, and recreation projects, such projects go beyond the scope of what is provided to all residents as an essential service.
- Treasury considers an investment in infrastructure to be necessary if it is (1) responsive to an identified need to achieve or maintain an adequate minimum level of service, which for some eligible project categories may include a reasonable projection of increased need, whether due to population growth or otherwise and (2) a cost-effective means for meeting that need, considering available alternatives. In addition, in the case of investments in drinking water service infrastructure to supply drinking water to satisfy a projected increase in population, the project must also be projected to be sustainable over its estimated useful life.
- Treasury will require that recipients engage in a cost-effectiveness analysis when engaging in projects for the creation of new drinking water systems, dam and reservoir rehabilitation projects, or projects for the extension of drinking water service to meet population growth needs. Other types of eligible water or sewer projects will not be subject to this cost-effectiveness test, including lead line replacement and lead remediation.
- Treasury makes clear in the Final Rule that investments in infrastructure include a wide variety of projects. Treasury interprets the word “infrastructure” in this context broadly to mean the underlying framework or system for achieving the given public purpose, whether it be provision of drinking water or management of wastewater or stormwater. This can include not just storm drains and culverts for the management of stormwater, for example, but also bioretention basins and rain barrels implemented across a watershed, including on both public and private property, that together reduce the amount of runoff that needs to be managed by traditional infrastructure. Further, Treasury understands that investments in infrastructure include improvements that increase the capacity of existing infrastructure and extend the useful life of existing infrastructure. Accordingly, water and sewer infrastructure investment projects include those that conserve water, thereby

reducing pressure on infrastructure for the provision of drinking water, and that recycle wastewater and stormwater, thereby reducing pressure on the infrastructure for treating and managing wastewater and stormwater.

- There was a requirement in the Interim Final Rule that said a project should be unlikely to be advanced using private sources of funds. Given that it may be difficult to assess in a particular case what the probability of private investment in a project would be, in its Final Rule, Treasury eliminated this standard but nevertheless encourages recipients to apply funds to projects that would provide the greatest public benefit.
- In the Final Rule, Treasury recognizes that some recipients have had difficulty interpreting eligible use categories under the Interim Final Rule or cross-referencing EPA program materials to interpret eligible project types consistent with the DWSRF and CWSRF programs. Accordingly, Treasury provides additional information on the types of projects that are eligible under the DWSRF and CWSRF programs. Please see [pages 274-279](#) of the Final Rule for this supplemental information.
- To minimize the need for recipients of SLFRF funds to cross reference eligibilities across multiple federal programs, Treasury is also providing detailed information related to expanded eligibilities within the text of the Final Rule. Note that these eligibilities are generally beyond the scope of the DWSRF and CWSRF but are eligible if they are found to be “necessary,” according to the aforementioned definition. Please refer to [pages 281-293](#) of the Final Rule for more information. In summary:
 - Stormwater. Treasury expands eligible uses under the Final Rule to include stormwater system infrastructure projects regardless of whether there is an expected water quality benefit from the project. Treasury anticipates that this eligible use will allow recipients to manage increased volumes of stormwater as a result of changes to the climate. In addition, Treasury understands that the repair, replacement, or removal of culverts may necessitate the repair or upgrade of roads. As noted in guidance issued after the Interim Final Rule, recipients may use Fiscal Recovery Funds for road repairs and upgrades that interact directly with an eligible stormwater infrastructure project.
 - Private wells and septic systems. Treasury provides in the Final Rule that recipients may use Fiscal Recovery Funds for an expanded set of infrastructure projects that improve access to and provision of safe drinking water for individuals served by residential wells. Eligible projects under this category include rehabilitation of private wells, testing initiatives to identify contaminants in wells, and treatment activities and remediation strategies that address contamination.
 - Lead in water. Treasury provides in the Final Rule that for lead service line replacement projects, recipients must replace the full length of the service line, and not just a partial portion of the service line. Requiring replacement of the full length of the service line is also consistent with the requirements of the EPA’s Lead and Copper Rule Revisions for water systems that have an action level exceedance for lead and certain other water systems. Treasury is expanding eligible uses of Fiscal Recovery Funds to include infrastructure projects eligible under EPA grant programs authorized by the WIIN Act. Eligible projects under these programs include the installation or re-optimization of corrosion control treatment, replacing lead service lines, replacing galvanized pipes downstream of a lead service line (other than lead pipes within a home as discussed below), and maintaining an inventory of the drinking water system’s service lines. Consistent with the EPA programs, replacement of lead pipes within a home is not eligible under the Final Rule.

- Regarding dams and reservoirs, Treasury's Final Rule provides that funds may be used for rehabilitation of dams and reservoirs if the primary purpose of the dam or reservoir is for drinking water supply and the rehabilitation project is necessary for continued provision of drinking water supply. New dam and reservoir projects are not eligible. Dam removal projects and associated stream and habitat restoration projects are eligible uses of the CWSRF and continue to be eligible under the Final Rule under certain conditions. Habitat restoration projects more generally may also be eligible under the CWSRF and the Final Rule if they constitute a form of stormwater infrastructure.
- Regarding the expansion of drinking water service infrastructure, the Final Rule provides that recipients may use Fiscal Recovery Funds for projects that are needed to support increased population, in certain cases.
- Regarding authorized Bureau of Reclamation projects, the IJA permits the use Fiscal Recovery Funds to meet non-federal matching requirements of any authorized Bureau of Reclamation project, regardless of whether the underlying project would be an eligible use of Fiscal Recovery Funds under the water and sewer infrastructure eligible use category. Treasury will provide further guidance to recipients on the scope of Bureau of Reclamation water projects and expenses covered by this provision.
- Regarding floodplain management and flood mitigation, Treasury notes that some floodplain management and flood mitigation infrastructure projects, including green infrastructure designed to protect treatment works from flood waters and flood impact, are currently eligible under the CWSRF and therefore continue to be eligible under the Final Rule. Treasury has not included floodplain management and flood mitigation projects more generally as eligible under the Final Rule. Although floodplain management and flood mitigation are functions of many state and local governments, they are not the sort of generally-provided essential services included within the meaning of water and sewer projects under the ARPA.
- Regarding irrigation, some irrigation projects were eligible under the Interim Final Rule and continue to be eligible under the Final Rule as a result of their inclusion as eligible projects under the CWSRF. No additional flexibilities are provided for irrigation in the Final Rule.
- Regarding consumer incentive programs, Treasury clarifies that such project types were eligible under the Interim Final Rule and continue to be eligible under the Final Rule.

Broadband

Recognizing the acute need in certain communities, Treasury's Interim Final Rule provides that investments in broadband be made in areas that are currently unserved or underserved—in other words, lacking a wireline connection that reliably delivers minimum speeds of 25 Mbps download and 3 Mbps upload. The Interim Final Rule provides award recipients with flexibility to identify the specific locations within their communities to be served and to otherwise design the project. Treasury recognized that different communities and their residents may have a broad range of internet needs and that those needs may change over time. Additionally, Treasury is encouraging recipients to prioritize support for broadband networks owned, operated by, or affiliated with local governments, non-profits, and co-operatives—providers with less pressure to turn profits and with a commitment to serving entire communities.

The Interim Final Rule provides important details on how the funds should be used for broadband projects:

- Using these funds, recipients are encouraged to prioritize projects that achieve last-mile connections to households and businesses.
- Recipients generally should build broadband infrastructure with modern technologies in mind and are encouraged to prioritize fiber optic investments.
- Projects should deliver services offering reliable 100 Mbps download and 100 Mbps upload speeds, unless impracticable due to topography, geography, or financial cost.
- In those instances when not practicable, the affected project would be expected to be designed to deliver, upon project completion, service that reliably meets or exceeds 100 Mbps download and between at least 20 Mbps and 100 Mbps upload speeds and be scalable to a minimum of 100 Mbps symmetrical for download and upload speeds.
- In selecting an area to be served by a project, recipients are encouraged to avoid investing in locations that have existing agreements to build reliable wireline service with minimum speeds of 100 Mbps download and 20 Mbps upload by December 31, 2024, to avoid duplication of efforts and resources.
- Treasury encourages recipients to ensure that broadband projects use strong labor standards, including project labor agreements and community benefits agreements that offer wages at or above the prevailing rate and include local hire provisions.

Treasury recommended the speed thresholds to ensure that broadband infrastructure is sufficient to enable users to generally meet household needs, including the ability to support the simultaneous use of work, education, and health applications, and sufficiently robust to meet increasing household demands for bandwidth.

In view of the wide disparities in broadband access, assistance to households to support internet access or digital literacy is an eligible use to respond to the public health and negative economic impacts of the pandemic, as detailed above.

Changes Made by the Final Rule:

The Final Rule expands the areas eligible for broadband investments, which was limited under the Interim Final Rule to areas lacking access to connections reliably delivering transmission speeds of at least 25 Mbps downstream and 3 Mbps upstream. The Final Rule expands eligible areas for investment by requiring recipients to invest in projects designed to provide service to households and businesses with an identified need for additional broadband infrastructure investment.

- Examples of need include lack of access to a connection that reliably meets or exceeds 100 Mbps down and upload speeds, lack of affordable access to broadband service, or lack of reliable broadband service.
- In determining areas for investment, recipients may choose to consider any available data, including but not limited to documentation of existing broadband internet service performance, federal and/or state collected broadband data, user speed test results, interviews with community members and business owners, reports from community organizations, and any other information they deem relevant.
- In evaluating such data, recipients may take into account a variety of factors, including whether users actually receive internet service at or above the speed thresholds at all hours of the day, whether factors other than speed such as latency, jitter, or deterioration of the existing connections make their user experience unreliable, and whether the existing service is being delivered by legacy

- technologies, such as copper telephone lines (typically using Digital Subscriber Line technology) or early versions of cable system technology (DOCSIS 2.0 or earlier), and other factors related to the services to be provided by the project.
- In addition, recipients may consider the actual experience of current broadband customers when making their determinations; whether there is a provider serving the area that advertises or otherwise claims to offer broadband at a given speed is not dispositive.

The Interim Final Rule encouraged recipients to consider ways to integrate affordability options into their program design but did not require recipients to take specified actions. The Interim Final Rule also provided that assisting households with internet access and digital literacy is an eligible use of Fiscal Recovery Funds.

The Final Rule provides additional requirements to address the affordability needs of low-income consumers in accessing broadband networks funded by Fiscal Recovery Funds. Recipients must require the service provider for a completed broadband infrastructure investment project that provides service to households to:

- Participate in the Federal Communications Commission's (FCC) Affordable Connectivity Program (ACP); or
- Otherwise provide access to a broad-based affordability program to low-income consumers in the proposed service area of the broadband infrastructure that provides benefits to households commensurate with those provided under the ACP.

Treasury also recognized the importance of affordable broadband access for all consumers beyond those that are low income.

- As part of the project selection process, recipients are encouraged to consult with the community on the general affordability needs of the target markets in the proposed service area.
- Additionally, recipients are encouraged to require that services provided by a broadband infrastructure project include at least one low-cost option offered without data usage caps at speeds that are sufficient for a household with multiple users to simultaneously telework and engage in remote learning.
- Treasury will require recipients to report speed, pricing, and any data allowance information as part of their mandatory reporting to Treasury.

The Final Rule also modifies the Interim Final Rule's requirements around duplication of resources. The Final Rule provides that, to the extent recipients are considering deploying broadband to locations where there are existing enforceable federal or state funding commitments for reliable service at speeds of at least 100 Mbps download speed and 20 Mbps upload speed, recipients must ensure that Fiscal Recovery Funds are designed to address an identified need for additional broadband investment that is not met by existing federal or state funding commitments. Recipients must also ensure that Fiscal Recovery Funds will not be used for costs that will be reimbursed by the other federal or state funding streams.

Environmental Review for Infrastructure Projects

It is important to note the National Environmental Policy Act (NEPA) does not apply to Treasury's administration of funds for infrastructure projects under ARPA. However, if those projects are also funded by other federal programs, a NEPA review will still apply.

Changes Made by the Final Rule:

RESOLUTION NO. 2022-XX

**OF THE BOARD OF DIRECTORS OF THE
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT
REQUESTING AMERICAN RESCUE PLAN ACT FUNDING FOR THE
DISTRICT FOR INVESTMENTS IN VITAL WATER AND WASTEWATER
INFRASTRUCTURE AND EXPAND ACCESS TO BROADBAND INTERNET**

WHEREAS, Under the American Rescue Plan Act (ARPA), California counties will receive \$7.67 billion in total direct allocations from the Local Coronavirus Fiscal Recovery Fund. Last May, counties received the first half of their allocations, and the U.S. Treasury will disburse the second and final round of this funding in May 2022; and

WHEREAS, Georgetown Divide Public Utility District (District), as a special district, did not receive the same direct access to funding as other units of local government; and

WHEREAS, the District provides Water, Irrigation, and Wastewater services along with spending resources for critical water infrastructure to deal with fire mitigation and suppression; and

WHEREAS, the American Rescue Plan Act granted counties and cities with specific authority to transfer a portion of their Fiscal Recovery Fund allocations to special districts; and

WHEREAS, the District continues to have impacts not covered by the 2021-22 State Budget \$100 million Independent Special District COVID-19 Relief Fund administered by the California Department of Finance, the State Water Resources Control Board's water and wastewater arrearage program, and/or other sources of federal, state, or local funding.

**NOW, THEREFORE, BE IT RESOLVED THAT THE BOARD OF DIRECTORS OF THE
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT DOES HEREBY** request assistance from the El Dorado County Board of Supervisors to obtain funding from the American Rescue Plan Act Coronavirus Local Fiscal Recovery Fund for the District's unmet needs stemming from the COVID-19 pandemic in the amount of \$xxxxxx for investments in vital water and wastewater infrastructure and expand access to broadband internet.

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

AYES:

NOES:

ABSENT/ABSTAIN:

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

ATTEST:

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

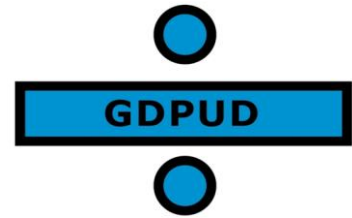
CERTIFICATION

I hereby certify that the foregoing is a full, true and correct copy of Resolution 2022-XX duly and regularly adopted by the Board of Directors of the Georgetown Divide Public Utility District, County of El Dorado, State of California, on this the 10th day of May 2022.

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

DRAFT

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



AGENDA SECTION: NEW BUSINESS

SUBJECT: CONSIDER APPROVAL OF THE ISSUANCE OF A REQUEST FOR PROPOSALS FOR A CONTRACT GRANT WRITER

PREPARED BY: Adam Coyan, General Manager

APPROVED BY: Adam Coyan, General Manager

BACKGROUND

Grant funding each year becomes more competitive. This year the federal budget provides for \$1.1 trillion in outlays for aid to state, local, tribal, and territorial governments.

DISCUSSION

As grant funding becomes more competitive, the District needs professional representation that has the District as its only focus. The grant writer must not only be aware of the opportunities available, but must also have a thorough understanding of what is required to be successful in obtaining grant funding. This would be a contract position and would only apply for grants as directed.

FISCAL IMPACT

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

CEQA ASSESSMENT

This is not a CEQA Project

RECOMMENDED ACTION

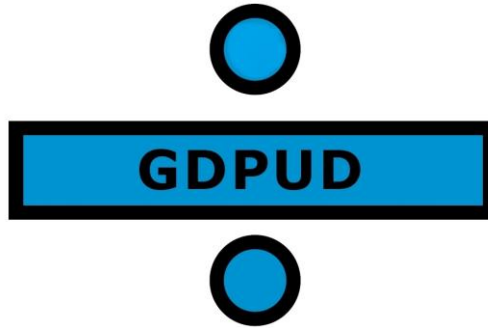
Staff recommends the Board of Directors of the Georgetown Divide Public Utility District (GDPUD) approve the release of the RFP to receive proposals for this contract.

ALTERNATIVES

Detail alternative actions available to the Board; i.e. (a) Request substantive changes to the Resolution for staff to implement; (b) Reject the Resolution.

ATTACHMENTS

1. Request for Proposals Grant writer Services
2. Draft Resolution 2022-XX



GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

REQUEST FOR PROPOSAL

Grant Writer Services

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

Proposal Submission Deadline (date/time): July 15th, 2022

**Submit Proposal to: Georgetown Divide Public Utility District Office
6425 Main Street
Georgetown, CA 95634**

REGISTERING YOUR EMAIL ADDRESS

FOR QUESTIONS CONCERNING THIS REQUEST FOR PROPOSAL:

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

TABLE OF CONTENTS

<u>SECTION</u>	<u>Page</u>
1. INTRODUCTION	3
1.1 General Description of RFP	
1.2 RFP Schedule	
1.3 General Selection Process	
2. SCOPE OF SERVICES	4
3. RFP SUBMITTAL REQUIREMENTS	6
4. SELECTION PROCESS AND EVALUATION CATEGORIES	9
4.1 Selection Criteria	
5. GENERAL TERMS AND CONDITIONS	10
5.1 Limitation	
5.2 Public Records	
5.3 Contract Agreement	
6. QUESTIONS	10
<u>ATTACHMENTS</u>	
A. Sample Professional Services Agreement	
B. Five Year Draft Capital Improvement Plan	

REQUEST FOR PROPOSAL Capital Project Management

SECTION 1 — INTRODUCTION

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

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

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

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

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

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

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

1.1 General Description of RFP

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

1.2 RFP Schedule

Advertisement of RFP	May 16 th 2022
Deadline for Questions	June 20 th 2022
Response to Questions	July 21 st , 2022
Deadline for RFP Submittal	No later than 3:00 PM, July 16th, 2022
Final Candidate Selection	Anticipated August 9 th , 2022

1.3 General Selection Process

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

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

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

SECTION 2 — SCOPE OF SERVICES

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

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

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

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

SECTION 3 — RFP SUBMITTAL REQUIREMENTS

The intent of these requirements is to assist proposers in the preparation of their proposal and to simplify the review process for GDPUD. One signed original, two (2) copies, and one electronic copy of the proposal must be received, and date stamped by GDPUD no later than **July 16th, 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 of omissions.

4.1 Selection Criteria

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

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

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

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

SECTION 5 — GENERAL TERMS AND CONDITIONS

5.1 Limitation

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

5.2 Public Records

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

5.3 Contract Agreement

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

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

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

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

SECTION 6 — QUESTIONS

If you have any questions regarding this RFP, prior to June 20th, 2022, please email:

Adam Cohan, General Manager

Email: gm@gd-pud.org

ATTACHMENT A
SAMPLE PROFESSIONAL SERVICES AGREEMENT

RESOLUTION NO. 2022-XX
OF THE BOARD OF DIRECTORS OF THE
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT
APPROVING THE ISSUANCE OF A REQUEST FOR PROPOSALS
FOR A CONTRACT GRANT WRITER

WHEREAS, the Georgetown Divide Public Utility District Board of Directors acknowledges that each year grant funding becomes more competitive; and

WHEREAS, this year, the Federal budget provides for \$1.1 trillion in outlays for aid to state, local, tribal, and territorial governments; and

WHEREAS, the District needs a professional representative with the District as its only focus with not just an awareness of grant opportunities available, but must have an understanding of what is required to successfully obtain grant funding; and

WHEREAS, grant writing services will be requested on an as-needed basis with the expectation that as opportunities for the District to apply and receive grant funding increases, so does the costs for the grant application and management.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT THAT the issuance of the Request for Proposals for a grant writer is hereby 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 tenth day of May 2022, by the following vote:

AYES:

NOES:

ABSENT/ABSTAIN:

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

Attest:

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

CERTIFICATION

I hereby certify that the foregoing is a full, true, and correct copy of Resolution 2022-XX duly and regularly adopted by the Board of Directors of the Georgetown Divide Public Utility District, County of El Dorado, State of California, on this tenth day of May 2022.

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

DRAFT

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



AGENDA SECTION: **NEW BUSINESS**

SUBJECT: **STATUS REPORT ON THE LOW-INCOME RATE ASSISTANCE PROGRAM FOR TREATED WATER CUSTOMERS WITH A SOURCE OF FUNDING OTHER THAN WATER RATES**

PREPARED BY: Jessica Buckle, Office/Finance Manager

APPROVED BY: Adam Coyan, General Manager

BACKGROUND

During the December 13, 2018, regular meeting of the Board of Directors, Staff provided Board-requested information for establishing a District policy for a Low-Income Rate Assistance (LIRA) program for treated water customers. This information included sample policies by other water agencies and presented a proposed policy for GDPUD for the Board's consideration. The Board requested additional information, which was presented by Staff at the January 9, 2018, Board meeting (**Attachment 1** is the staff report).

The Board of Directors adopted Resolution 2018-04 (**Attachment 2**) on March 13, 2018, to approve the Low-Income Rate Increase Policy (**Attachment 3**) authorizing the use of ad valorem funds and establishing the process for applying for and renewing LIRA benefits. The Board did not act on Staff's recommendation to allocate funds for staffing for managing the program, but requested an annual status report on or before June 30 to determine the need to adjust the discount percentage of 25% off the base rate of treated water and determine maximum program amounts.

Interested customers are able to apply for the LIRA Program through the GDPUD website where application forms (**Attachment 5**) are made available and the program eligibility requirements (listed below) are outlined (website link: [Apply for the Low Income Assistance Program - Georgetown Divide Public Utility District \(gd-pud.org\)](http://www.gd-pud.org)).

- You must be residential customer and receive treated water service from the District.
- The GDPUD bill must be in your name. You must live at the address where the discount will be received. Your household must (1) Participate in the California

Alternate Rates for Energy (CARE) with Pacific Gas & Electric (PGE), or (2) meet LIRA Program income limits.

- You must notify the GDPUD if your household no longer qualifies for the PGE program. At the time of enrollment, you must provide a copy of your PGE bill reflecting your discount for the CARE program, or provide proper income documentation of all household members.
- You must submit for renewal each year. Eligibility is renewed annually in June (providing funding is available).

During the first year of the LIRA Program (FY 2018-2019), \$35,000 was budgeted for the Program; it did not include staffing costs. The program provides for a 25% discount on the base rate for treated water for eligible customers. The Board has budgeted \$35,000 for each subsequent fiscal year.

DISCUSSION

The Low Income Rate Assistance (LIRA) program renewal information was mailed to customers May 1, 2022 via bill insert (**Attachment 4**). This information will be included in the bi-monthly newsletter and available on the website at <https://www.gd-pud.org/apply-for-the-low-income-assistance-program>. Customers will have until June 30, 2022 to renew or apply for the LIRA program for the 2022-23 fiscal year. Customers will be required to show proof of enrollment in the California Alternate Rates for Energy (CARE) program with Pacific Gas & Electric (PG&E) or other income documentation for all household members, showing they meet LIRA income limits.

FISCAL IMPACT

Due to restrictions imposed by Proposition 218, the LIRA Program cannot be funded by water rate revenues. The approved Interim FY 2021-2022 Budget provides funding in the amount of \$35,000 for the LIRA Program drawn from property tax revenue. As of May 1, 2022, the 2021-22 LIRA program has awarded \$12,185.76 to eligible customers, with a projected FY close of \$15,702.48.

LIRA applicants 2021-2022

Billing Cycle	# of Customers	x\$15.44	(25% of base rate = \$61.76 = \$15.44)
July-Aug 2021	207	\$3,196.08	
Sept-Oct 2021	160	\$2,470.40	
Nov-Dec 2021	162	\$2,501.28	
Jan-Feb 2022	162	\$2,501.28	
Mar-Apr 2022	163	\$2,516.72	
May-Jun 2022	163	\$2,516.72	PROJECTED AMOUNT FOR MAY/JUN
	TOTAL AWARDED	\$15,702.48	
	FUNDS AVAIL	\$19,297.52	

CEQA ASSESSMENT

Not a CEQA Project

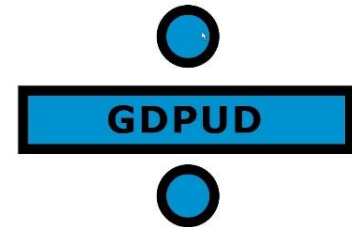
RECOMMENDED ACTION

Staff recommends the Board of Directors of the Georgetown Divide Public Utility District (GDPUD) receive and file the Status Report and provide direction on the amount for the discount being offered by the program.

ATTACHMENTS

1. Staff report of January 9, 2018.
2. Resolution 2018-04
3. Low Income Rate Assistance Program Policy
4. Bill insert notification mailed May 1, 2022
5. LIRA Application 2022-23

**REPORT TO THE BOARD OF DIRECTORS
BOARD MEETING OF JANUARY 9, 2018
AGENDA ITEM NO. 7D**



AGENDA SECTION: NEW BUSINESS

SUBJECT: PROVIDE DIRECTION ON POLICY FOR A LOW-INCOME RATE ASSISTANCE PROGRAM FOR TREATED WATER RATES WITH A SOURCE OF FUNDING OTHER THAN WATER RATES

PREPARED BY: Christina Cross, Management Analyst

APPROVED BY: Steven Palmer, PE, General Manager

BACKGROUND

During the December 13, 2017, Special Board Meeting a low-income rate assistance program for treated water customers was presented. The staff report from that meeting is included as Attachment 1, and the proposed low-income rate assistance program (LIRA) policy is included as Attachment 2. The Board of Directors requested additional data from other water agencies with similar programs, and for legal counsel to review the draft policy.

DISCUSSION

As suggested by the Board, Management Analyst Christina Cross contacted Paradise Irrigation District regarding their customer assistance program. Paradise Irrigation District currently has approximately 10,500 customers. Kevin Phillips (Interim District Manager) stated their customer assistance program (CAP) was started in 2016 and since initiated has not raised above a 6% participation rate. They currently provide PG&E California Alternate Rates for Energy Program (CARE) qualifying customers a flat \$10 discount per monthly billing cycle.

Staff also searched to find agencies in Northern California with assistance programs, in addition to those presented in previous staff reports. Alameda County Water District also offers an assistance program to its customers at a \$15 credit every two months on their water service. Their program has been available for approximately 1 year and has a participation rate of 1%. Income guidelines for this program mirror the San Francisco Public Utility Commission as shown in the table below.

Number of Persons in Household	Total Gross Annual Household Income*
1-2	\$32,480 or less
3	\$40,840 or less
4	\$49,200 or less
5	\$57,560 or less
Each additional person, add	\$8,360

At this point in time, the Board needs to provide direction on the amount of the discount per billing cycle and adopt the resolution approving the policy. Staff's recommendation is to set the discount at 25% of the monthly base charge, which equates to \$7.35 per month (\$14.70 per billing cycle) for the first year. Establishing a percentage discount would allow the discount to keep pace with the newly adopted annual rate increases. In the fifth year, a 25% discount would equate to \$8.94 per month (\$17.88 per billing cycle).

FISCAL IMPACT

Due to restrictions imposed by Proposition 218, LIRA Programs cannot be funded by water rate revenues. They must be funded by other revenue sources such as property tax, hydroelectric revenue, SMUD revenue, lease revenue, or voluntary contributions.

Fiscal Year 2017-2018 budget does not include any funding for a LIRA Program. At this point, Board direction has been to set aside \$35,000 for a LIRA program. The budget would need to be amended to set aside an amount to fund the LIRA.

Additional staff time will be needed to administer this program including reviewing applications and allocating discounts. The amount of staff time required to administer this program depends on the number of applicants and participants, so the exact amount of time is difficult to quantify. At this time, Staff estimates that 859 households could qualify for the program. In order to make sure that the program is successful and adequate outreach is performed to encourage participation, one Staff person should dedicate 25% of their time on an annual basis. The District does not currently have adequate staffing to administer this program and an additional part time staff person or consultant would be required to perform required outreach and administration. The fully loaded cost for a staff person or consultant to administer the program is estimated to be in the range of \$15,000 per year.

CEQA ASSESSMENT

Not a CEQA project.

RECOMMENDED ACTION

Staff recommends that the Board provide direction on the amount for the discount being offered by the program and adopt the attached resolution (Attachment 3) adopting the LIRA policy.

ATTACHMENTS

1. Staff report from December 13, 2017 Special Meeting
2. Low Income Rate Assistance Program Policy
3. Resolution

RESOLUTION NO. 2018-04

**OF THE BOARD OF DIRECTORS
OF THE GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT
ADOPTING A LOW-INCOME RATE ASSISTANCE PROGRAM FOR TREATED
WATER RATES WITH A SOURCE OF FUNDING OTHER THAN WATER RATES**

WHEREAS, the Board of Directors of the Georgetown Divide Public Utility District ("District") desires to provide assistance to low-income customers who are having difficulty paying their treated water bills; and

WHEREAS, the Board desires to fund this program from sources other than water rate revenues; and

WHEREAS, the Low-Income Rate Assistance Program Policy, dated March 13, 2018 was presented to and reviewed by the Board on March 13, 2018.

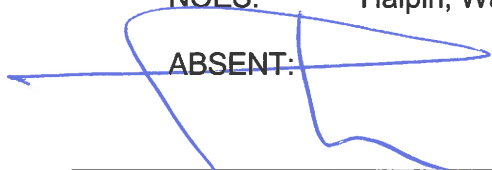
NOW, THEREFORE, IT IS HEREBY RESOLVED that the attached Low-Income Rate Assistance Program for Treated Water Rates is approved, subject to the amount in each adopted annual budget and as amended by the Board.

PASSED AND ADOPTED on this 13th day of March 2018, by the following vote:


AYES: Hanschild, Souza, Uso

NOES: Halpin, Wadle

ABSENT:



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

ATTEST:


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

CERTIFICATION

I hereby certify that the foregoing is a full, true and correct copy of Resolution 2018-04, 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 13th day of March 2018.



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

POLICY TITLE: Low Income Rate Assistance Program

POLICY NUMBER:

I. PURPOSE:

The Board of Directors of the Georgetown Divide Public Utility District (District) desires to offer financial assistance to low-income treated water customers.

II. POLICY:

A. Eligibility

1. Must receive treated water service from the District.
2. Customer must live (primary residence) at the address receiving the discount.
3. Must be a residential customer.
4. Meet the income guidelines outlined in Section 3.
5. Customer must notify the District when no longer eligible.
6. Customer must submit for renewal each year Eligibility is renewed annually in June.
7. Qualification is based on the total income of everyone living in the home or participation in qualifying public assistance programs.

B. Income Verification

1. Qualification is based on the total gross income of everyone living in the household.
2. Two methods of demonstrating:
 - i. Provide copy of PG&E bill showing CARE rate for treated water account holder; or
 - ii. Submit income documentation to the District for review and approval
 - a. Customer must account for all sources of qualifying household income.
 - b. To ensure consistency with PG&E CARE Program income requirements, the District will request the same income information and back-up documents as the PG&E CARE program.
 - c. Customers must black out any account numbers or Social Security numbers.
 - d. Customers must provide income information for all members of the household. This information may include several of the documents listed below:

Georgetown Divide Public Utility District | 2018 Policy Manual

If you or someone in your household participates in	You should send in a copy of:
Public Assistance Programs	Award letter(s) OR letter of participation in the program(s)
Medicaid/Medi-Cal, Supplemental Security Income (SSI), CalFresh/SNAP (Food Stamps), LIHEAP, WIC, Healthy Families A & B, Cal WORKs (TANF), National School Lunch Program (NSLP), Bureau of Indian Affairs General Assistance, Head Start Income Eligible (Tribal Only)	

If you or someone in your household receives income from:	You should send in a copy of:
Wages, Salaries, Tips, Commissions	Two most recent consecutive check stubs, W2 or IRS 1040 Form
Pensions, Social Security, SSP, SSDI, Disability Payments, Workers Compensation, Unemployment Benefits, VA Benefits, Foster Care Payments	Award letter(s), two most recent consecutive check stubs or the most recent bank statement (to show direct deposit)
School Grants, Scholarships, Other Aid	Award Letter(s) OR two most recent consecutive check stubs
Insurance and/or Legal Settlements	Settlement Documents
Child and/or Spousal Support	Court documents OR two most recent consecutive check stubs
Farm Income	First page of IRS 1040
Interest and/or Dividends from Savings, Stocks, Bonds, Mutual Funds	IRS Form 1040 or IRS Form 1099(s) or three consecutive bank statements
401K or IRA withdrawals or Annuities	Investment account statement(s), IRS Form 1040 or IRS Form 1099
Capital Gains	Investment account statement(s), IRS Form 1040 or IRS Form 1099
Rental and/or Royalty Income	IRS Form 1040 AND Schedule E for Rental Income
Profit from Self-Employment	IRS Form 1040 and Schedule C
Gambling/Lottery Winnings	Determined on a case-by-case basis
Union Strike Fund Benefits	Two most recent consecutive benefit check stubs
Cash Income (when you have not filed federal or state taxes)	Signed letter detailing type of work, estimated monthly amount of cash payment, employer name and phone number

Georgetown Divide Public Utility District | 2018 Policy Manual

If you or someone in your household receives income from:	You should send in a copy of:
Monetary gifts, none of the examples apply or if you do not receive any income	Signed letter explaining the current source(s) of income used to support your household.

C. Gross Income Limits

- The District will use the most current income limit information from the PG&E Care Program (Updated in May) and/or the CA Department of Housing and Community Development Official State Income Limits for El Dorado County (updated in December) for the extremely low and very low categories. The highest income limit shall apply. As of February 14, 2017, the income limits are:

Number of Persons in Household	Total Gross Annual Household Income
1-2	\$32,480 or less
3	\$40,840 or less
4	\$49,200 or less
5	\$57,560 or less
6	\$65,920 or less
7	\$74,280 or less
8	\$82,640 or less
9	\$91,000 or less
10	\$99,360 or less
Each additional person, add	\$8,360

*Before taxes based on current income sources. Valid through May 31, 2018

D. Discount Amount

- Customers will receive a discount of 25% off the base rate of treated water.
- This will be reviewed by staff annually on or before June 30, beginning in 2018 to determine suitability. Any changes require approval by the Board.

E. Eligibility Renewal

- Renewal information must be received by the District before June 1 annually.
- Participants will be notified by mail to resubmit their eligibility information.

F. Fund Limit and Wait List

- The maximum property tax revenue that will be allocated to this program (fund limit) will be \$35,000 in FY 17/18. Future maximum amounts will be determined as part of the annual budget process.

2. A change to the fund limit can be authorized by action of the Board of Directors.
3. Staff will provide information on projected discount expenses during the quarterly financial reports to the Board.
4. If customer demand exceeds fund limit, a wait list will be created.
5. Customers on the wait list will be enrolled into the program on first come-first served basis as funds become available.
 - i. If a customer has been on the wait list for more than 6 months, they must re-submit income eligibility information.

G. Discount Distribution

1. When the owner and the account holder are the same individual, a monthly bill credit will be issued.
2. When the owner and the account holder are not the same individual or in the case of a shared meter then a written agreement must be signed by the District, owner, and account holder with the following terms:
 - i. District will give monthly bill credit to the account holder
 - ii. If the qualifying household is a tenant who is not the account holder, then the account holder will pass the discount through to the tenant via a reduced utility bill or rent reduction.
 - iii. All discounts must be given to the eligible tenant and not spread across all tenants.
3. Definitions
 - i. Owner- is the legal property owner of a parcel.
 - ii. Account holder- is the name on a treated water account.
 - iii. Tenant- is a leaseholder of a house, apartment, condominium or similar residential dwelling OR the owner of an individual mobile/manufactured home in a mobile home park.

H. Program Acceptance

1. Customers may apply at any time; however, they may be placed on a waitlist based on funding availability.
2. District may require up to 60 days to provide determination of customers income eligibility.
3. Discounts will be distributed as listed in Section 7.
4. For customers described in Section 7 (b), additional time may be required for written agreements before discount can be applied.

I. Marketing and Outreach

1. The District will attempt to reach all eligible customers about the program including:
 - i. Bill Inserts
 - ii. Email, website, email, and social media notification
 - iii. Press releases to local newspapers
 - iv. Creating partnerships to share information
 - v. Brochures at the post office, library, nonprofits and other gathering places
 - vi. Community Presentations

J. Policy Review

1. This policy should be reviewed prior to June 30, 2018 and annually thereafter for consistency with applicable state laws, income levels and discount rates.
2. Staff will provide information on projected discount expenses during the quarterly financial reports to the Board.



GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT
CUSTOMER ALERT

May 1, 2022

LATE FEE/LOCK OFF NOTICES HAVE BEEN REINSTATED

The District policy for late fees and the discontinuance of residential water service has been reinstated. Customers should be advised that accounts past due as of July 31st will receive a late fee/lock off notice. Lock offs will begin August 15, 2022.

LOW INCOME RATE ASSISTANCE (LIRA) RENEWALS DUE JUNE 15

This is to notify current LIRA recipients that applications to renew eligibility for assistance is due on June 15, 2022. New applications from individuals who qualify for the rate assistance program are also being accepted. To be eligible, you must meet the following: (1) receive treated water service from the District; (2) reside at the address receiving the discount; (3) be a residential customer; (4) meet income guidelines; (5) notify the District when no longer eligible; (6) submit renewal application for eligibility annually; and (7) qualification is based on the total income of everyone living in the home or participation in qualifying public assistance programs. For additional information, go to the District website at http://www.gd-pud.org/uploads/files/your_water/pdfs/LOW%20INCOME%20PACKET.pdf

For additional information about this Customer Alert, contact the District Office at (530) 333-4356.



GEORGETOWN DIVIDE
Public Utility District

P.O. BOX 4240

PHONE (530) 333-4356

GEORGETOWN, CALIFORNIA 95634-4240

FAX (530) 333-9442

gd-pud.org

Low Income Rate Assistance Program Application

The District is pleased to offer a Low-Income Rate Assistance Program (LIRA) to qualifying residential customers (single family dwellings). The LIRA applies a discount to your *Base Service Charge*. The guidelines listed below must be met to qualify for the LIRA:

- 1) You must be a residential customer and receive treated water service from the District;
- 2) The Georgetown Divide Public Utility District bill must be in your name;
- 3) You must live at the address where the discount will be received;
- 4) Your household must:
 - a) Participate in the California Alternate Rates for Energy (CARE) program with Pacific Gas & Electric (PG&E); or
 - b) Meet LIRA income limits.
- 5) At the time of enrollment, you must provide proper income documentation for all household members; and
- 6) You must submit for renewal each year. Eligibility is renewed annually in June. (provided funding available).

I state that the information I have provided is true and correct. I agree to inform Georgetown Divide Public Utility District if I no longer qualify to receive the discount. I understand that if I receive the discount without qualifying for it, I may be required to pay back the discount I received.

GDPUD Account No _____ Phone # _____

Service Address: _____

E-mail _____

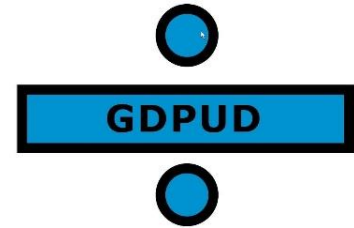
Print Name

Customer Signature

Georgetown Divide Public Utility District Board of Directors reserves the right to make changes to the program and the amount of discount at any time.

LIRA program funding is limited.

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



SUBJECT: APPROVE A PROFESSIONAL SERVICES AGREEMENT FOR THE WATER CONDITIONS ASSESSMENT AND WATER SYSTEM RELIABILITY STUDY UPDATE

PREPARED BY: Adam Brown, Operations Manager

APPROVED BY: Adam Coyan, General Manager

BACKGROUND

The District provides treated water, irrigation water and sewer services to communities throughout the Georgetown Divide. District customers consist of approximately 3,800 treated water customers, 375 irrigation customer and 1,100 wastewater customers. In order to meet customer demands the District operations and maintains significant infrastructure, including over 70 miles of raw water conveyance, 200 miles of treated water distribution lines, two water treatment plants, 10 storage tanks, 5 pumping stations, three reservoirs with two State regulated dams, 2 miles of sewer pipelines and community disposal field.

A *Water System Reliability Study* was completed by KASL Consulting Engineers (KASL) in 2002 that assessed District assets and deficiencies in order to assist District's technical staff in the development of long-term Capital Improvement Program. Multiple projects were identified, of which some have been completed in the previous 20 years. Continuous operations result in new infrastructure deficiencies that need to be assessed and planned for repair.

DISCUSSION

A Request for Proposal (RFP) was released in December 2021 for services to complete a *Water Conditions Assessment and Water System Reliability Study Update* (WCA and WSRS). While the District expected to receive multiple proposals; the District ended up receiving only one proposal from KASL Consulting Engineers (KASL). After reviewing the proposal, staff believe KASL has the requisite experience to complete the WCA and WSRS that will meet the District's objectives. In addition, KASL previously completed the *2002 Water System Reliability Study* and other projects associated with the District.

The scope of work for this new agreement will include:

- Review / Organize Existing Information;
- Asset Management;
- GIS Maintenance; and
- Water System Reliability Study Update.

Approve a Professional Services Agreement for the Water System Conditions Assessment and Water System Reliability Study Update

Board Meeting of May 10, 2022

Agenda Item 9.H.

The intent of the WCA and WSRS is to provide the District with a document that will detail District assets, expected useful life and any deficiencies to develop a project priority list used for Capital Improvement Program planning purposes.

The KASL proposal is for a total cost not to exceed \$250,000, which will be billed on a time and materials basis. After reviewing KASL's scope of services and cost proposal, staff believe KASL's cost proposal to be reasonable. The Professional Services Agreement is included as Attachment 1.

FISCAL IMPACT

The CDS Feasibility Study project was included in the *Capital Improvement Plan 2021/2022*. A total of \$200,000 will be funded from capital reserve fund and \$50,000 will be funded through El Dorado County Water Agency (ECWA) from American Recover Plan Act (ARPA) funds.

CEQA ASSESSMENT

This is not a CEQA project.

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 KASL for an amount not to exceed \$250,000 for *Water Conditions Assessment and Water System Reliability Study Update*. Resolution 2022-XX is included as Attachment B.

ATTACHMENTS

1. Professional Services Agreement
2. Resolution 2020-XX

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into this 10 day of May 2022, (the “Effective Date”) by and between the Georgetown Divide Public Utilities District, a California Public Utilities District (“District”), and Kasl Consulting Engineers (“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 the completion of Water System Conditions Assessment and Water System Reliability Study (the “Project”).

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

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

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

AGREEMENT

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

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

3. Compensation. District shall pay Consultant according to the tasks set forth in **Exhibit B**, for time and materials cost not to exceed \$250,000, 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

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

4. Reimbursement. District shall pay Consultant for reimbursable expenses related to travel, lodging, conference calls, reproduction and other costs incurred related to Consultant's performance of the Services.

5. Term. This Agreement shall become effective on the Effective Date and will continue in effect until the Services provided herein have been completed, unless terminated earlier as proved 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 **Jack Scroggs, P.E.** 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

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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. 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

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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.

D. 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.

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.

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:

_____, a

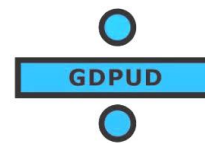
By: _____

Name: _____

Date: _____

EXHIBIT A

Services



4. WORK PLAN / SCOPE OF WORK

The proposed Work Plan will follow the Scope of work included in the District's Request for Proposal (RFP).

TASK 1 - PROJECT MANAGEMENT

KASL Consulting Engineers will lead and manage the Condition Assessment and Water System Reliability Study Update. We will schedule, direct and monitor the progress of the consultant team. We will coordinate our efforts with GDPUD staff. Input from the ditch and treated water system maintenance staff and from District engineering and administration is critical to the success of this updated Study. We recognize and appreciate that while this Study is important to GDPUD office and field personnel, the work of GDPUD administration, operation and maintenance is ongoing. KASL will work around the availability of GDPUD staff time and endeavor to make project coordination and progress report meetings and field reconnaissance with District administration and staff as efficient as possible. For each Project Coordination and Progress Meeting KASL will:

- Prepare meeting agenda
- Provide status reports including progress to date, schedule updates, and budget analysis.

At the completion of each meeting, KASL will summarize meeting directives received from GDPUD, coordinate with staff the next progress meeting and request alternative times and dates to meet with field and office personnel.

Monthly progress / coordination meetings will be scheduled and will be held either at GDPUD's offices in Georgetown or remotely via video conference as directed by the District.

Each of the monthly progress report / coordination meetings will be followed by a Monthly Progress Report. Our monthly invoice will be attached to the Monthly Progress Report.

At the completion of the Draft Condition Assessment and Water System Reliability Study Update we will prepare a presentation to the GDPUD Board of Directors. Draft Update Findings and Recommendations will be presented with support from Power Point slides. The Draft Study

Report presentation will be coordinated with District presentations and staff reports.

The Final Condition Assessment and Water System Reliability Study Update will reflect comments and responses received from the GDPUD Board of Directors.

All Project management tasks conducted by the KASL Team will be conducted by, or under the direction of the KASL Project Manager, Jack Scroggs.

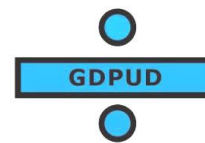
TASK 2 – REVIEW / ORGANIZE EXISTING INFORMATION

This task will include expansion of this Work Plan to include input, edits and District requirements not sufficiently addressed in this proposal. The Work Plan will be coordinated with the approved Project Schedule and will be developed with available staff participation and support.

Deliverables will include both a draft and final Work Plan. The draft Work Plan will be one of the first items to be submitted for District review at the initial Project Coordination Meeting.

Task 2 will include review of existing system information, reports and records (drawings) compiled by GDPUD for the raw water system upstream of the water treatment plants and for the treated water system. KASL prepared the 2002 Water System Reliability Study and the WaterCAD database. We are very familiar with these documents. We also have in our files prints of select GDPUD record drawings. We will review the GDPUD plan files and request permission to scan files that are not available electronically.

Of particular relevance to the Condition Assessment and Water System Reliability Study Update will be review of District maintenance records, Operator O & M notes and records, the District's Booster Pump Station storage tank, water main and tank inspection reports. These records will be particularly important in assessing asset condition and determining the remaining useful life (RUL) of the raw water and treated water improvements.



4. WORK PLAN / SCOPE OF WORK

As directed by the District KASL, together with their GIS subconsultant, ECORP Consulting, will develop a numbering / naming scheme for the District's record drawings available electronically and for older plans which are scanned for this Reliability Study Update.

TASK 3 – ASSET MANAGEMENT

Together with our GIS subconsultants we will expand the District's current asset list to include:

- Expected useful life (EUL),
- Preventive maintenance requirements
- The critical function provided
- Asset to be repaired or replaced if it fails,
- Asset is complete and usable, requires maintenance and performs a distinct function
- Asset is owned by the District or maintained by District personnel,
- Estimated replacement or acquisition value
- Asset components that can be replaced
- Asset number / name
- Asset type / subtype
- Age,
- Condition score
- Remaining useful life

Information / data to be included in the expanded asset list will be reviewed with the District for conformance with District's water conditions standards or policies.

Task 3 will include asset condition assessment, the most important element of the Updated Study. Assessment of the raw water improvements will include walking, visual inspection and detailed field review of the 25 to 30 miles of raw water conveyance improvements upstream of the GDPUD Water Treatment Plants. This field review will include environmental conditions adjacent to the raw water ditches, pipelines and appurtenances, evaluation of access conditions and the input and the history of ditch operation and maintenance from the GDPUD ditch tenders. Field review of the ditch improvements and surrounding areas will be conducted with ENGEO soils and geotechnical engineer and geologists. Review will be conducted with District staff. The raw water ditch upgrade assessment will follow the previously prepared GDPUD system maps. We will assess the impacts, conditions and recommendations included

in the 2002 Reliability Study. Were recommended priority repairs completed? What were the results? Were the repairs effective? What were the lessons learned from the previous recommendations and repairs?

Treated water booster pump stations will be reviewed with our electrical engineering (Frisch Engineering) and structural engineering (VE Solutions) subconsultants. As previously discussed, electrical, mechanical, control and construction components will be assessed.

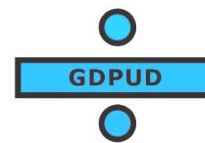
Visible exterior water tank improvements will be reviewed in the field. We will rely on recent tank inspection records for the condition assessment of tank interiors. Tank site buildings, access, fencing, lighting and security will be included in the tank asset assessments.

The condition of critical water transmission mains will be conducted with "spot" inspection of exposed pipe sections.

To utilize the time and experience of GDPUD personnel most efficiently we will organize and coordinate workshops with the ditch tenders and water distribution systems operator in advance of field meetings. We will review with staff the asset information that we have completed and seek their input on the most important features of either the raw water system or the treated water system that we will be reviewing with them in the field.

Attribute data will be collected for later population of the GIS database. Attribute data compiled will include asset size (capacity), material, make, model, serial number, if applicable, of each asset.

Technical Memorandum including photos and drawings will be prepared for each section of the raw water system and for each component (tank, booster pump station, pipeline of the treated water system) reviewed in the field. Operation and maintenance information and field records available from GDPUD staff will be included in the Technical Memos. The Technical Memos will be available for review and discussion at the monthly progress meetings and will be referenced and attached as appendices to the Condition Assessment and Water System Reliability Study Update.



4. WORK PLAN / SCOPE OF WORK

TASK 4 – GIS MAINTENANCE

The scope of this task is outlined in the District's RFP. ECORP Consulting will populate and expand the District's GIS data with the record and field data collected in Task 2 and Task 3 of the Updated Study.

TASK 5 – WATER SYSTEM RELIABILITY STUDY UPDATE

The scope of this task is outlined in the District's RFP and includes updating the 2002 Reliability Study with the data and field information compiled in Task 2 and Task 3. As directed by the District's RFP, the 2002 Study is to be updated using the same approach, format and level of detail as the 2002 Study with the addition of the asset management and asset assessment tasks identified in this Work Plan. KASL prepared the 2002 Study and has retained the files and background information used to prepare it. The Study Update task will, therefore, be straight forward and efficiently completed by our Team.



EXHIBIT B

Rates

2022 STANDARD RATE SCHEDULE

KASL CONSULTING ENGINEERS, providing superior service in civil engineering, water resources and surveying since 1982.

We define the art of engineering.



PROFESSIONAL RATES

Engineer, Surveyor 1	\$184.00 per hour
Engineer, Surveyor 2	\$157.00 per hour
Engineer, Surveyor 3	\$140.00 per hour
Engineer, Surveyor 4	\$124.00 per hour
Engineer, Surveyor 5	\$108.00 per hour
Engineer, Surveyor, Technician 6	\$ 96.00 per hour
Engineer, Surveyor, Technician 7	\$ 91.00 per hour
Engineer, Surveyor, Technician 8	\$ 81.00 per hour
Technician, Administration 9	\$ 75.00 per hour
Technician, Administration 10	\$ 65.00 per hour
Technician, Administration 11	\$ 39.00 per hour
2-Man Survey Crew	\$205.00 per hour
3-Man Survey Crew	\$235.00 per hour

BASIC CHARGES

TRAVEL OUTSIDE OF SACRAMENTO METROPOLITAN AREA -- \$0.54 per mile for truck or private vehicle, or direct cost of public transportation, plus direct cost of meals and lodging.

WHEN PERSONNEL are required to work during premium overtime pay hours, the above hourly rates will be multiplied by 1.50 for time-and-one-half hours and by 2.00 for double time hours.

OTHER DIRECT EXPENDITURES on behalf of the client will be billed at cost plus 15% percent for handling.

UNDER PROVISIONS OF THIS AGREEMENT, a late payment finance charge will be computed at the periodic rate of 1.5% percent per month, which is an annual percentage rate of 18% percent, and will be applied to an unpaid balance commencing 30 days after the date of the original invoice.

RESOLUTION NO. 2022-XX
OF THE BOARD OF DIRECTORS OF THE
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT
APPROVING THE PROFESSIONAL SERVICES AGREEMENT WITH
KASL CONSULTING ENGINEERS FOR THE COMPLETION OF THE WATER
SYSTEM CONDITIONS ASSESSMENT AND WATER RELIABILITY STUDY
IN AN AMOUNT NOT TO EXCEED \$250,000

WHEREAS, the Georgetown Divide Public Utility District provides treated water, irrigation water and sewer services to communities throughout the Georgetown Divide, for approximately 3,800 treated water customers, 375 irrigation customer and 1,100 wastewater customers; and

WHEREAS, in order to meet customer demands the District operations and maintains significant infrastructure, including over 70 miles of raw water conveyance, 200 miles of treated water distribution lines, two water treatment plants, 10 storage tanks, 5 pumping stations, three reservoirs with two State regulated dams, 2 miles of sewer pipelines and community disposal field; and

WHEREAS, a *Water System Reliability Study* was completed by KASL Consulting Engineers (KASL) in 2002 that assessed District assets and deficiencies in order to assist District's technical staff in the development of long-term Capital Improvement Program, some of which have been completed in the previous 20 years; however, continuous operations result in new infrastructure deficiencies that need to be assessed and planned for repair; and

WHEREAS, a Request for Proposal (RFP) was released in December 2021 for services to complete a *Water Conditions Assessment and Water System Reliability Study Update* (WCA and WSRS); and

WHEREAS, the District expected to receive multiple proposals, but only received one proposal from KASL Consulting Engineers (KASL), which was reviewed and determined to have the requisite experience to complete the WCA and WSRS that will meet the District's objectives.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT THAT the Professional Services Agreement with KASL Consulting Engineers for a Water Conditions Assessment and Water system Reliability Study Update is hereby 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 tenth day of May 2022, by the following vote:

AYES:

NOES:

ABSENT/ABSTAIN:

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

Attest:

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

CERTIFICATION

I hereby certify that the foregoing is a full, true, and correct copy of Resolution 2022-XX duly and regularly adopted by the Board of Directors of the Georgetown Divide Public Utility District, County of El Dorado, State of California, on this tenth day of May 2022.

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

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



AGENDA SECTION: NEW BUSINESS

**SUBJECT: CONSIDER AUTHORIZING THE GENERAL MANAGER TO
ISSUE AN RFP FOR ANNUAL AUDIT SERVICES**

PREPARED BY: Adam Coyan, General Manager

BACKGROUND

Government Code 269009 requires special districts to conduct an annual, independent audit conducted by the county auditor or a certified public accountant. This information is then filed with the State Controller's Office.

DISCUSSION

A financial audit typically refers to the annual audit of an organization's financial statements to ensure that its records are a fair and accurate representation of the organization's financial transactions. The audited financial statements that are reviewed yearly include the income statement, balance sheet, and cash flow statement. A financial audit can also include an audit over the organization's internal control over financial reporting, which is commonly integrated with an audit of financial statements.

FISCAL IMPACT

There is no financial impact identified at this time. This item is budgeted under account 100-5600-51303 for fiscal year 2022-2023

CEQA ASSESSMENT

This is not a CEQA Project.

RECOMMENDED ACTION

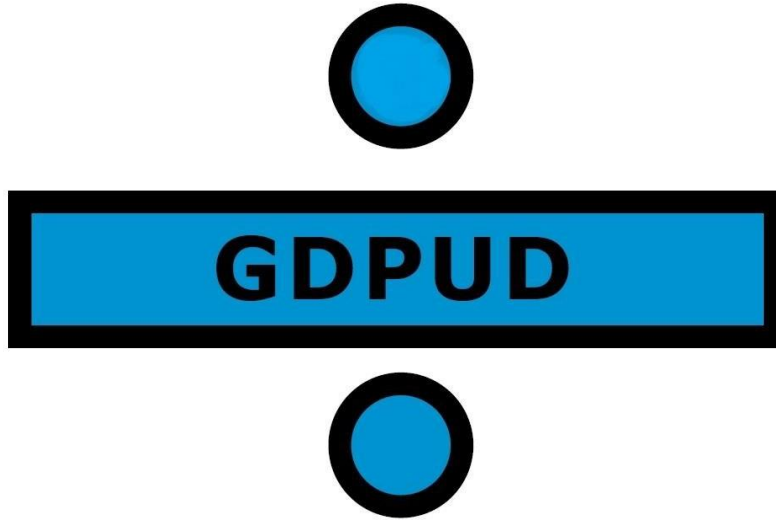
Staff recommends the Board of Directors of the Georgetown Divide Public Utility District authorize the General Manager to issue a Request for Proposals for annual audit Services.

ALTERNATIVES

Deny Staff's request and provide alternative direction.

Attachments

1. Request for Proposals Annual Audit Services
2. Draft Resolution 2022-XX



GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT
GEORGETOWN, CALIFORNIA

AUDIT SERVICES REQUEST FOR PROPOSALS

FISCAL YEARS 2022, 2023, 2024
PLUS OPTIONAL TWO ONE-YEAR EXTENSIONS

Proposal Release Date

May 11, 2022

Proposal Submittal Due Date

May 27, 2022 at 4:30 pm PST

GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT, CALIFORNIA
REQUEST FOR PROPOSALS FOR AUDIT SERVICES

Table of Contents

Part 1 – Audit Specifications Number	Page
I. Introduction	4
II. Description of the District	5
III. Scope of Work to be Performed.....	5
A. Services to be Performed by Auditors.....	5
B. Timeline Requirements	6
C. Reporting and Communication	7
D. Other Considerations.....	7
E. Specific Deliverables to the Georgetown Divide Public Utility District	8
IV. District Responsibilities	9
A. Finance Department	8
B. Report Preparation.....	8
V. Basis for Compensation	9
VI. Additional Provisions.....	9
VII. Special Terms and Conditions.....	10
 Part 2 – Proposal Requirements and Information	
I. Proposal Process and Calendar	11
A. Distribution of Proposals.....	11
B. Proposal Submission	11
C. Proposal Review and Notifications	11
D. Interviews	11
E. Final Selection and Notification.....	12
F. Important Dates	12
II. Proposal Requirements.....	12
A. Independence.....	12
B. License to Practice in California	12
C. Firm Qualifications and Experience.....	12
D. Partner, Supervisor, and Staff Qualifications and Experience	13

E.	Specific Audit Approach	14
F.	Identification of Anticipated Potential Audit Problems	14
G.	Total All-Inclusive Maximum Price	14
H.	Rates by Partner, Supervisor, and Staff Level	14
I.	Ownership of District-Related Documents	14
J.	Acceptance of Proposal Contents.....	14
K.	Acceptance or Rejection and Negotiation of Proposals	15
III.	Evaluation Process	15
IV.	Format and Content of Proposals	16
A.	Title Page.....	16
B.	Table of Contents	16
C.	Letter of Transmittal.....	16
D.	Audit Team.....	17
E.	Audit Scope and Provisions	17
F.	Cost Data.....	17
G.	Additional Data	17

Appendices

- A. Format for Schedule of Professional Fees and Expenses to Support the Total All-Inclusive Maximum Price
- B. Format for Schedule of All-Inclusive Maximum Price by Report

PART 1 – AUDIT SPECIFICATIONS

I. INTRODUCTION

The Georgetown Divide Public Utility District (hereinafter referred to as “the District”) is requesting proposals from qualified firms of certified public accountants for a three-year contract to audit its financial statements for the three years beginning with the fiscal year ending June 30, 2022. At the option of the District, the audit engagement may be extended for two, one year periods (fiscal years) by written amendment. These audits are to be performed in accordance with generally accepted auditing standards, the standards set forth for financial and compliance audits in the U.S. General Accounting Office’s (GAO) *Government Auditing Standards*, the provisions of the Single Audit Act of 1984, as amended in 1996 and Title 2 U.S. Code of Federal Regulations (CFR) Part 200 *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance), and Governmental Accounting Standards Board (GASB) Pronouncements.

There is no expressed or implied obligation of the District to reimburse responding firms for any expenses incurred in preparing proposals in response to this request. Materials submitted by respondents are subject to public inspection under the California Public Records Act (Government Code Section 6250 et seq.). Any language purporting to render the entire proposal confidential or proprietary will be ineffective and will be disqualified.

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. The District reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether the 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 contract between the Georgetown Divide Public Utility District and the firm selected.

To be considered, one (1) electronic copy must be received by the Georgetown Divide Public Utility District sent to Jessica Buckle, Office/Finance Manager at jbuckle@gd-pud.org. The Board of Directors will award an agreement at the June 14, 2022 Regular Board Meeting. Failure to provide the required number of copies may render your proposal as non-compliant. The District reserves the right without prejudice to reject any or all proposals and/or waive any irregularity.

A copy of this request for proposals and the District’s most recent budget and Comprehensive Annual Financial Report (FINANCIAL STATEMENTS) can be found on the District’s website www.gd-pud.org. All inquiries relating to this request for proposals shall be emailed and state in the subject line “audit RFP” to:

Jessica Buckle, Office/Finance Manager
jbuckle@GD-PUD.org

II. DESCRIPTION OF THE DISTRICT

The Georgetown Divide Public Utility District was formed on June 4, 1946 as a Public Utility District and operates under a District Board/General Manager form of government. It is governed by an elected five-member Board. The Georgetown Divide 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. Access is through Highway 50 and Interstate 80, making it in close proximity to either metropolitan cities or recreational activities of Lake Tahoe.

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

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

The District employs 26 regular full-time and 1 part-time and seasonal budgeted employees. The Finance Department is assisted by LSL CPAs, an independent CPA firm that assists the District with regular accounting activities. The Finance Department is responsible for the release of the annual budget and financial statements for the District. In addition, the department consists of the following sections: accounting, budgeting, water and wastewater disposal utility billing, cashing, accounts payable, and payroll.

The District's fund structure reports two Enterprise Funds, water and wastewater disposal which includes Capital Projects activity.

The budget for FY 2021-22 is \$ 4.6 million, and a capital improvement budget of \$ 1.8.

The District's financial statements have been audited by LSL CPAs for Fiscal Years 2020/2021. The fee for the prior year audit services was \$18,410.

The District uses Incode by Tyler Technologies for general ledger, budget, cashing, accounts payable and ADP for payroll.

III. SCOPE OF WORK TO BE PERFORMED

A. Services to be performed by the auditors

1. In general, the auditors will perform a financial and compliance audit to determine (a) whether the combined financial statements of the District fairly present the financial position and the results of financial operations in accordance with generally accepted accounting principles, and (b) whether the District has complied with laws and regulations that may have a material effect upon the financial statements.
2. The auditors will prepare the Financial Statements.
3. The auditors will examine the District's internal accounting controls and accounting procedures and render written reports of their findings and recommendations to the General Manager. The examination shall be made and reports rendered in accordance with generally accepted government auditing standards. In addition, the auditors shall communicate any reportable conditions found during the audit that can be defined as either a significant or material weakness in the design or operation of the internal control structure, which could adversely affect the organization's ability to record, process, summarize, and report financial data consistent with the assertions of management in the financial statement.
4. Auditors shall be required to make an immediate, written report of all irregularities and illegal acts or indications of illegal acts of which they become aware to the General Manager.
5. Under the requirements of the Federal Government's program covering a single audit for all federal grant funds, auditors shall conduct an audit in accordance with the Single Audit Act Amendments of 1996, Uniform Guidance and generally accepted auditing standards as well as generally accepted governmental auditing standards.
6. Auditors shall submit a management letter setting forth their findings and/or recommendations on those matters noted and observed during the conduct of the examination of the financial records and developed within the scope, usually associated with such an examination relating to, but not limited to, a) improvement in systems of internal control, b) improvement in accounting system, c) apparent noncompliance with laws, rules, and regulations, and d) any other material or significant matter coming to the attention of the firm during the conduct of the examination.

B. Timeline Requirements

1. Auditors shall schedule with the Management Analyst, or designee, for the Fiscal Year 2021-22 Audit.
2. All District books will be closed and ready for audit by the mutually agreed upon start date. District staff shall prepare detailed lead sheets and account reconciliations for the auditors.
3. Fieldwork shall commence on an agreed upon date between auditors and District staff but no later than the first week of October and shall be completed by no later than the third week of November, at which time a draft copy of all reports listed under "Specific Deliverables to the Georgetown Divide Public Utility District" shall be prepared and delivered to the Management Analyst.

4. The Entrance Conference, Progress Reporting, and Exit Conference should be held by the time frames indicated on the schedule shown below:

i.	Entrance Conference with key Finance Department staff to discuss work to be performed, establish overall liaison for audit and arrangements for space and other needs of the auditor	Prior to start of field work
ii.	Progress conference with key Finance Department staff to discuss the year-end work to be performed	Midway through audit work
iii.	Exit conference with Management Analyst and General Manager to summarize the results of the field work and to review significant findings	At the conclusion of the year-end audit work

C. Reporting and Communication

1. The auditors will meet continuously during the field work process with the Management Analyst, or designee, to discuss preliminary audit findings and management recommendations.
2. Prior to issuing their final reports, the auditors will meet with the Management Analyst and his/her designee(s) with all audit reports to be addressed to the District Board.
3. The auditors may be consulted occasionally throughout the year as an information resource. Auditors may be asked to provide guidance on implementation of Governmental Accounting Standards Board (GASB) requirements and specifics of federal and state regulations as they may affect local government accounting. In addition, the auditors may be asked to assist with the implementation of new pronouncements. These services are expected to be included in the scope of the audit contract.

D. Other Considerations

1. All working papers and reports must be retained, at the auditor's expense, for a minimum of five (5) years, unless the firm is notified in writing by the Georgetown Divide Public Utility District of the need to extend the retention period.
2. The auditors will be required to make working papers available upon request to the appropriate parties. In addition, the firm shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance.
3. Throughout the year, the auditor will provide financial advice and counsel on matters occurring throughout the year that would affect the annual report.
4. The audit partner/manager may be required to attend District Board meeting(s) to explain or clarify financial statements or accounting requirements.

E. Specific Deliverables to the Georgetown Divide Public Utility District

Reports	Due Date	Qty.
Audit of the general purpose financial statements and review of the preparation of the Financial Statements, and delivery of opinion letter for the Financial Statements	No later than December 1 st	12
Testing of and full report on the compliance with the Single Audit Act of 1984, as amended in 1996, and applicable laws and regulations	No later than December 1 st	12
Single Audit Report (photo ready)	No later than December 1 st	12
Annual Report of Financial Transactions	Not later than January 31 st	N/A

IV. DISTRICT RESPONSIBILITIES

A. Finance Department

1. Finance Department staff will prepare the final closing of the books including any auditor adjusting entries or changes to the financial statements as well as providing balance sheets for all funds and groups, statements of revenue and expenditures for all funds including detailed subsidiary ledgers.
2. Finance Department staff will produce the confirmation letters that are mailed by the auditors.
3. Finance Department staff will be available to assist the auditors in locating records or preparing audit schedules. All requests from the auditors will be directed to the Management Analyst or designee.
4. Finance Department staff will provide the auditors with reasonable workspace to include desks and chairs as well as access to telephones, photocopying machines and Wi-Fi access.

B. Report Preparation

1. Auditor will prepare a draft copy of the Financial Statements for District review.
2. Final preparation and printing of the Financial Statements will be the responsibility of the auditor.
3. Preparation, editing, and printing of all other reports as indicated in Section III (E), Specific Deliverables to the Georgetown Divide Public Utility District, will be the responsibility of the auditors.

V. BASIS FOR COMPENSATION

- A. The District will pay the auditors for the services described in Part I, Section III (Scope of Work to be Performed) that do not exceed the amount contained within a signed agreement between the District and the audit firm. For additional services required after the inception of the agreement, written approval by the District shall be required in advance of such services being rendered. The fee for such services shall be paid based on the auditor's quoted hourly rates listed in appendix A.
- B. The District shall receive all final opinions and reports no later than December 1st, following the initial year as outlined in Section III (E) "Specific Deliverables to the Georgetown Divide Public Utility District" barring any unforeseen District delays. If delay of deliverables is a result of the District, report submission deadlines will be discussed and amended. Final reports for grant and agency programs shall be completed in time to meet required submission dates.

VI. ADDITIONAL PROVISIONS

- A. Upon notice of intent to award contract, the successful contractor shall enter into a Standard Professional Services Agreement with the Georgetown Divide Public Utility District. The Standard Agreement is included as Appendix C.
- B. No officer, agent, or employee of the District and no member of its governing bodies shall have any pecuniary interest, direct or indirect, in this agreement or the proceeds thereof. No officer, agent, or employee of the auditors shall serve on a District committee or hold any such position which is incompatible with such person's duties or obligations or other relationship to this agreement.
- C. Time is of the essence in each and all provisions of this agreement.
- D. All working papers and reports must be retained, at the auditor's expense, for a minimum of five (5) years, unless the firm is notified in writing by the Georgetown Divide Public Utility District of the need to extend the retention period. The auditors shall make their working papers available to successor auditors. The auditor will also be required to make working papers available, upon request, to the following parties or their designees:
 - 1. Georgetown Divide Public Utility District
 - 2. U.S. General Accounting Office (GAO)
 - 3. Parties designated by the federal or state governments or by the Georgetown Divide Public Utility District as part of an audit quality review process
 - 4. Auditor of entities of which the Georgetown Divide Public Utility District is a sub-recipient of grant funds
 - 5. Auditor of entities of which the Georgetown Divide Public Utility District is a component unit

In addition, the audit firm shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance.

VII. SPECIAL TERMS AND CONDITIONS

- A. Invoices received from the auditor will be processed no sooner than thirty (30) days from receipt.
- B. The District is not liable for any pre-contractual expenses incurred by any bidder. In addition, no bidder shall include any such expenses as part of the price proposed to conduct the operation.
- C. The District reserves the right to withdraw this RFP at any time without prior notice. Further, the District makes no representations that any agreement will be awarded to any bidder responding to this RFP. The District expressly reserves the right to postpone action regarding this RFP for its own convenience and to reject any and all proposals in response to this RFP without indicating reasons for such rejection.
- D. The District is not responsible for oral statements made by any of its employees or agents concerning this RFP. If the bidder requires specific information, the bidder must make the request in writing as instructed in the RFP. Email inquiries are acceptable.
- E. All responses to this RFP shall become the property of the District and a matter of public record. Responders must identify all copyrighted material, trade secrets or other proprietary information that the responder claims are exempt from disclosure by the California Public Records Act. In the event a responder claims such exemption, the responder must state in the response that:

“The responder will indemnify the District and hold it harmless from any claim or liability and defend any action brought against the District for its refusal to disclose copyrighted material, trade secrets, or other proprietary information to any person making a request thereof.”

Failure to include such a statement shall constitute waiver of the responder’s right to exemption from disclosure and authority for the District to provide a copy of the proposal or any part thereof to the requestor.

- F. All questions regarding this RFP should be made in writing and emailed to Jessica Buckle, Office/Finance Manager jbuckle@gd-pud.org

PART 2 – PROPOSAL REQUIREMENTS AND INFORMATION

I. PROPOSAL PROCESS AND CALENDAR

A. Distribution of Proposals

Request for Proposals shall be available on Wednesday, May 11, 2022.

B. Deadline for Submission of Questions

Questions regarding this request for proposals will be collected, summarized, answered and distributed to all parties. The deadline to submit questions is May 18, 2022 at 4:30 PM. The summary of questions and answers will be distributed on or before May 23, 2022.

C. Proposal Submission

Proposals for the Georgetown Divide Public Utility District audit must be received no later than 4:30 PM on Friday, May 27, 2022. Proposals must be submitted via electronic mail to Jessica Buckle, Office/Finance Manager at jbuckle@gd-pud.org.

D. Proposal Review and Notification

The Management Analyst and a select panel of District staff members will review and evaluate each proposal submitted. Written notification will be sent only to those firms that are selected for an interview.

E. Final Selection Notification

The District anticipates sending written notification of status to the finalists by the week of June 6, 2022.

F. Interviews

The District will schedule interviews with the finalists for via zoom on June 8, 2022. Firms selected for interviews are requested to prepare a short presentation for the committee.

G. Important Dates

May 10, 2022	Board Approval to Release RFP
May 11, 2022	Distribution of Proposals
May 18, 2022 at 4:30 pm	Deadline for Submission of Questions
May 23, 2022	Responses to Compiled Questions
May 27, 2022 at 4:30 pm	Proposal Submission
May 28-June 3, 2022	Proposal Review
June 6, 2022	Final Selection Notification
June 8, 2022	Interviews via Zoom (if required)
June 14, 2022	District Board approval
June 15, 2022	Notification to finalist
No later than June 30, 2022	Anticipated contract signing

II. PROPOSAL REQUIREMENTS

A. Independence

The audit firm should provide an affirmative statement that it is independent of the Georgetown Divide Public Utility District as defined by generally accepted auditing standards. Moreover, the firm must have no conflict of interest with regard to any other work performed for the entity being audited. It is understood that the services performed by the auditors are in the capacity of independent contractors and not as an officer, agent, or employee of the Georgetown Divide Public Utility District.

B. License to Practice in California

The audit firm should provide an affirmative statement indicating that the firm and all assigned key professional staff are properly licensed to practice in California.

C. Firm Qualifications and Experience

1. The proposal should state the size of the firm, the size of the firm's governmental audit staff, the location of the office from which the work on this engagement is to be performed, and the number and nature of the staff to be so employed on a part-time basis. Please indicate whether any members of the audit team assigned to the District are reviewers in the Government Finance Officers Association (GFOA) Certificate of Achievement for Excellence in Financial Reporting program.
2. The audit firm shall submit a copy of the report on its most recent external quality control review, with a statement as to whether that quality control review included a review of specific government engagements.

3. The audit firm shall provide information on the results of any federal or state desk reviews or field reviews of its audits during the past three (3) years. In addition, the audit firm shall provide information on the circumstances and status of any disciplinary action taken or pending against the firm during the past three (3) years with state regulatory bodies or professional organizations.
4. For the audit firm's office assigned responsibility for the audit, list the most significant engagements (maximum of 10) performed in the last five years that are similar to the engagement described in this request for proposals.

D. Partner, Supervisory, and Staff Qualifications and Experience

The audit firm shall identify the principal supervisory and management staff, including engagement partners, managers, other supervisors and specialists, who would be assigned to the engagement and indicate whether each such person is licensed to practice as a certified public accountant in California. The audit firm should also provide information on the governmental auditing experience, including the scope of audit services requested by the District, of each person, and information on relevant continuing professional education for the past three (3) years and membership in professional organizations relevant to the performance of this audit.

The audit firm should provide as much information as possible, including resumes, regarding the number, qualifications, experience and training of the specific staff to be assigned to this agreement. The audit firm should also indicate how the quality of staff over the term of the agreement will be assured.

Engagement partners, managers, other supervisory staff, and specialists may be changed if those personnel leave the firm, are promoted, or are assigned to another office. These personnel may also be changed for other reasons with the express prior written permission of the Georgetown Divide Public Utility District. However, in either case, the Georgetown Divide Public Utility District reserves the right to approve or reject replacements. This shall also apply to consultants and firm specialists mentioned in response to this request for proposals.

Other audit personnel may be changed at the discretion of the proposer provided that replacements have substantially the same or better qualifications or experience.

E. Specific Audit Approach

The proposal should set forth a work plan, including an explanation of the audit methodology to be followed, to perform the services required in Part I, Section III of this request for proposals. It will include an affirmative statement that the auditor will perform an onsite interim audit, uses electronic paperless audit software, and facilitates the collection of source documents through an electronic portal.

F. Identification of Anticipated Potential Audit Problems

The proposal should identify and describe any anticipated potential audit problems, the firm's approach to resolving these problems and any special assistance that will be requested from the Georgetown Divide Public Utility District.

G. Total All-Inclusive Maximum Price

The proposal should contain all pricing information relative to performing the audit engagement as described in this request for proposals as "the total all-inclusive maximum price to be proposed".

H. Rates by Partner, Supervisor, and Staff Level Times Hours Anticipated for Each

The proposal should include a schedule of professional fees and expenses, as presented in the format shown in Appendix A, which supports the total all-inclusive maximum price in the format shown in Appendix B.

I. Ownership of District-Related Documents

All property rights, including publication rights of all reports produced by proposer in connection with services performed under this agreement shall be vested in the Georgetown Divide Public Utility District. The proposer selected shall not publish or release any of the results of its examinations without the express written permission of the Georgetown Divide Public Utility District Management Analyst or designee.

J. Acceptance of Proposal Contents

After an audit firm is selected by the District, the contents of the submitted proposal shall become a contractual obligation. The successful proposer will be required to execute a standard consultant agreement with the District. Failure of the audit firm to agree to include the proposal as part of the contractual agreement may result in cancellation of the award. The District reserves the right to reject those parts that do not meet with the approval of the District.

K. Acceptance or Rejection and Negotiation of Proposals

The District reserves the right to reject any or all proposals, to waive non-material irregularities or information in this request for proposals, and to accept or reject any item or combination of items. By requesting proposals, the District is in no way obligated to award a contract or to pay expenses of the proposing firms in connection with the preparation or submission of a proposal. Furthermore, the District reserves the right to reject any and all proposals prior to the execution of

the contract(s), with no penalty to the Georgetown Divide Public Utility District. In addition, if the District elects to reject all of the proposals, it reserves the right to select one at random to negotiate a contract for services.

III. EVALUATION PROCESS

The proposals for the District's audit will be evaluated by a committee. Proposers may be required to make oral presentations as a supplement to their proposals. These presentations would only be held subsequent to the receipt of the proposals and will be part of the evaluation process to determine qualifications of the audit firm. The District will schedule a time and location in the Georgetown Divide Public Utility District for each oral presentation that it requests. Should a proposer refuse to honor the request for an oral presentation or interview, it may result in the rejection of the proposal by the District. Evaluation considerations will include the following:

- A. Responsiveness of the proposal in clearly stating the understanding of the work to be performed and in demonstrating the intention and ability to perform the work.
- B. Cost. Although a significant factor, cost will not be a primary factor in the selection of an audit firm.
- C. Auditor's experience in conducting audits of cities of similar nature, size, and complexity, and the auditor's commitment to maintaining technical expertise in the municipal financial environment.
- D. Technical experience and professional qualifications of the audit team. The number of key and supervisory personnel who will directly participate in the audit will be a consideration. Another consideration will be the auditor's commitment to keeping the same team assigned to this job for each successive year the auditor is awarded the contract.
- E. Size and structure of the firm's office from which the audit work is to be done. The District is looking for a highly qualified team that is able to meet the due dates specified in this document, and it expects that same team (wherever possible) to complete any successive year's engagements.
- F. Auditor's experience in complying with applicable federal and state regulations relating to non-discrimination of an affirmative action program for equal employment opportunity.
- G. Ability of the firm in providing optional services such as special studies, system review and other services. Examples of such services performed for other client cities will be helpful.

IV. FORMAT AND CONTENT OF PROPOSAL

A. Title Page

The title page should include the request for proposals subject, the name of the proposer's firm, local address, telephone number, name of contact person, and date.

B. Table of Contents

Include a clear identification of the material by section and by page number.

C. Letter of Transmittal

1. State whether the firm is local, national, or international.
2. Give the location of the office from which the work is to be done and the number of partners, managers, supervisors, seniors, and other professional staff employed at that office.
3. Describe the range of activities performed by the local office such as audit, accounting, or management services.
4. Describe the local office's information technology (IT) audit capabilities, including the number and classifications of personnel skilled in IT auditing who will work on the audit.
5. Describe the local office's recent auditing experiences similar to the type of audits requested and give the names and telephone numbers of client officials responsible for five of the audits listed.
6. Describe the document publication technology and staff formatting and proofreading expertise.

D. Audit Team

1. Describe the composition of the audit team, including staff from other than the local office, and consultants. Describe the commitment of the firm to providing the same audit team on subsequent audits. Include resumes of each person so identified.
2. Identify the supervisors and consultants who will work on the audit and include resumes of each person so identified.

E. Audit Scope and Provisions

Describe the scope of the required services to be provided and outline a plan on how such services will be provided. Please include depth of work, staffing and time estimates. Proposers should list all reports including management letters that are to be issued, the points to be addressed by reports, and the estimated completion dates.

F. Cost Data

Indicate the total hours and hourly rates by staff classification and the resulting all-inclusive maximum fee (not to exceed total) for which the requested work will be done for each of the specific deliverables identified in this request for proposals.

G. Additional Data

Data not specifically requested should not appear in the foregoing sections, but any additional information considered essential to the proposal may be presented at this section.

APPENDIX A

Schedule of Professional Fees and Expenses to Support the Total All-Inclusive Maximum Price	Hours	Standard Hourly Rates	Quoted Hourly Rates	Total
Partner Manager —		\$	\$	\$
Supervisory Staff	_____	\$	\$	\$
Other (Specify)	_____	\$_____	\$	\$
Sub-Total		\$_____	\$_____	\$
Other Expenses				\$
Total				\$
				\$ _____

APPENDIX B

All-Inclusive Maximum Price by Report	Optional Years				
	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26
District Financial Statements	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Single Audit	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Financial Transactions Report	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Total	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

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 the preparation of financial audits for the fiscal years ending June 30, 2022, 2023, and 2024 (The “Project”).

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

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

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

AGREEMENT

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

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

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

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

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

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

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

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

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

9. Performance by Key Employee. Consultant has represented to District that **[INSERT NAME]** 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: White Brenner LLP Attention: Erin Dervin
1414 K Street, 3rd Floor
Sacramento, California 95814

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:

CONSULTANT:

GEORGETOWN DIVIDE PUBLIC
UTILITIES DISTRICT, a California Public Utilities District

General Manager

Date: _____

Approved as to Form:

General Counsel

EXHIBIT A

Services

EXHIBIT B

Rates

RESOLUTION NO. 2022-XX
OF THE BOARD OF DIRECTORS OF THE
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT
APPROVING THE ISSUANCE OF A REQUEST FOR PROPOSALS
FOR ANNUAL AUDIT SERVICES

WHEREAS, the Georgetown Divide Public Utility District, as a special district, is required pursuant to Government Code 269009 to conduct an annual, independent audit conducted by the County Auditor or a certified public accountant to file with the State Controller's Office;

WHEREAS, in order to meet this requirement, the District has drafted a *Request for Proposals for Annual Audit Services* (Exhibit A);

WHEREAS, a financial audit typically refers to the annual audit of an organization's financial statements to ensure that its records are a fair and accurate representation of the organization's financial transactions. The audited financial statements that are reviewed yearly include the income statement, balance sheet, and cash flow statement. A financial audit can also include an audit over the organization's internal control over financial reporting, which is commonly integrated with an audit of financial statements.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT THAT the issuance of the Request for Proposals for annual audit services is hereby 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 tenth day of May 2022, by the following vote:

AYES:

NOES:

ABSENT/ABSTAIN:

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

Attest:

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

CERTIFICATION

I hereby certify that the foregoing is a full, true, and correct copy of Resolution 2022-XX duly and regularly adopted by the Board of Directors of the Georgetown Divide Public Utility District, County of El Dorado, State of California, on this tenth day of May 2022.

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

DRAFT



**PROOF OF PUBLICATION
(2015.5 C.C.P.)**

**Proof of Publication of:
NOTICE OF PUBLIC HEARING**

STATE OF CALIFORNIA
County of El Dorado

I am a citizen of the United States and a resident of the County aforesaid; I'm over the age of eighteen years, and not a party to or interested in the above-entitled matter. I am a principal agent of and/or the publisher of the El Dorado Gazette, Georgetown Gazette & Town Crier, a newspaper of general circulation printed and published once each week in the town of Georgetown, Ponderosa Judicial District, County of El Dorado, and which newspaper has been adjudged a newspaper of general circulation by the Superior Court to the County of El Dorado, State of California, under the date of April 3, 1970, Case Number 18589; that the notice, of which the attached is a printed copy (set in type no smaller than non-pareil), has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

4/21, 4/28

All in the year **2022**

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Dated at Placerville, California, this **28th** day of **APRIL, 2022**

Allison Rains

Signature

**NOTICE OF PUBLIC HEARING
GEORGETOWN DIVIDE PUBLIC UTILITY
DISTRICT
BOARD OF DIRECTORS**

**WALTON LAKE FACILITY VEGETATION
MANAGEMENT PROJECT**

NOTICE IS HEREBY GIVEN that the Board of Directors of the Georgetown Divide Public Utility District (the "District") will hold a public hearing at its May 10, 2022, regular Board meeting at 2:00 PM at the District Office: 6425 Main Street, Georgetown, California, to consider a fuel hazard reduction vegetation removal plan. This plan is associated with the District's Fire Prevention Grant Application submitted under the California Climate Investments Department of Forestry and Fire Protection (Cal Fire) grant program to fund the Walton Lake Facility Vegetation Management Project. Cal Fire's fire prevention grants program "provides funding for fire prevention projects and activities in and near fire threatened communities that focus on increasing the protection of people, structures, and communities." The District's grant application is available for review on the website www.gd-pud.org.

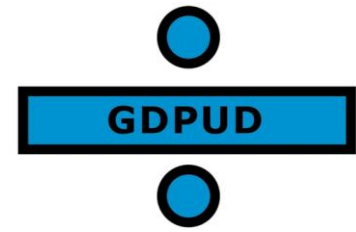
Although grant funding has not yet been received, the Board of Directors deemed this matter to be of great interest to the public and set this public hearing to provide information and an opportunity for members of the public to give input on the District's Walton Lake Facility Vegetation Management Project, a hazardous fuels reduction activity.

ALL INTERESTED PARTIES are invited to attend the May 10, 2022, public hearing to express opinions about the project. At the above-noted time and place, testimony from interested persons will be heard and considered by the Board. Upon request, the agenda and the documents in the agenda packet can be made available to persons with a disability. In compliance with the Americans with Disabilities Act, the District encourages those with disabilities to participate fully in the public hearing process. Any person requiring special assistance to participate in the meeting should call (530) 333-4356 or email gm@gdpud.org at least forty-eight (48) hours prior to the meeting.

Written comments are also accepted, prior to the hearing by the District, at: P.O. Box 4240, Georgetown, CA 95634. Information regarding the hearing is on file and may be viewed by interested individuals at the District Office: 6425 Main Street, Georgetown, California. If you have any questions, call the District Office at (530) 333-4356, or stop by the office at 6425 Main Street, Georgetown, California 95634.

PUBLISH DATES: April 21 and April 28, 2022
4/21, 4/28 001888

**REPORT TO THE BOARD OF DIRECTORS
BOARD MEETING OF MAY 10, 2022
AGENDA ITEM NO. 10**



AGENDA SECTION: PUBLIC HEARING

**SUBJECT: PUBLIC HEARING – CALIFORNIA CLIMATE INVESTMENTS
DEPARTMENT OF FORESTRY AND FIRE PROTECTION – FIRE
PREVENTION GRANTS PROGRAMS**

PREPARED BY: Adam Brown, Operations Manager

APPROVED BY: Adam Coyan, General Manager

BACKGROUND

The Department of Forestry and Fire Protection (CalFire) Fire Prevention Grants Program (FPGP) provides funding for fire prevention projects and activities in and near fire threatened communities that focus on increasing the protection of people, structures, and communities. Activities funded by the FPGP include hazardous fuels reduction, wildfire prevention planning, and wildfire prevention education with an emphasis on improving public health and safety while reducing greenhouse gas emissions. For the fiscal year 2021/2022 a total of \$120 million has been allocated for the FPGP to meet objectives outlined above.

DISCUSSION

The District's boundary encompasses approximately 120 square miles and Fire Hazard Severity (FHC) classified by CalFire ranges from moderate to very high. In recent years, the foothill region of the Sierra Nevada has experienced an increase in wildfire activity and severity and poses a significant threat to District infrastructure. Specifically, the Walton Lake Treatment Plant (WTP) located within a very high FHC zone which serves approximately half of the District's customers in communities Georgetown, Kelsey, Garden Valley, and Greenwood. The WTP facility encompasses approximately 12.5 acres and key infrastructure includes three million gallon per day treatment plant, raw water impoundment and two storage tanks.

On February 9, 2022, the District applied for the FPGP to complete project work of creating defensible space around WTP facility. With the exception of a fuel break, defensible space would be the most aggressive fire mitigation effort at the WTP facility. Alternative fire mitigation efforts could include all tree removal up to a certain diameter (e.g., 12-inches) which removal would not necessarily create a defensible space landscape due to overall tree density. Defensible space creates a vegetation landscape that would allow fire personnel to access the property and execute fire mitigation activities. Example of fire mitigation projects are shown in the Attached photographs.

FISCAL IMPACT

Cost includes staff time to prepare grant and project planning.

CEQA ASSESSMENT

A CEQA assessment is not required as part of the public hearing.

RECOMMENDED ACTION

Staff to receive input for project consideration.

ATTACHMENTS

1. Representative Defensible Space Photos
2. Proof of Publication of Public Hearing

AGENDA ITEM X.X.

Attachment 1

Representative Defensible Space Photos

