

**REPORT TO THE BOARD OF DIRECTORS
BOARD MEETING OF JULY 13, 2021
AGENDA ITEM NO. 8.C.**



AGENDA SECTION: NEW BUSINESS

SUBJECT: CONSIDER AMENDING PROFESSIONAL SERVICES AGREEMENT WITH LANCE, SOLL & LUNGHAND, LLP, FOR ANNUAL AUDIT

PREPARED BY: Gloria Omania, Interim Board Clerk filling in for vacant Management Analyst position

APPROVED BY: Darrell Creeks, Interim General Manager/Operations Manager

BACKGROUND

Lance, Soll & Lunghard, LLP (LSL CPAs) was selected by District Staff and members of the Finance Committee after reviewing five proposals received through a request for proposal (RFP) issued on February 26, 2018.

On April 10, 2018, the Board of Directors adopted Resolution 2018-23 (**Attachment 1**) authorizing the General Manager to execute a Professional Services Agreement (PSA) with LSL CPAs, in the amount of \$65,836 for audit services for FY 2017/18, FY 2018/19, and FY 2019/20.

DISCUSSION

The audit services provided by LSL has been deemed satisfactory by the District staff. The audit process must begin immediately to meet the deadline for completing the audit for FY 2020-2021. The attached Amendment No. 1 to the PSA will allow for the District to receive audit services for FY 2021-2021.

FISCAL IMPACT

Amendment 1 Professional Services Agreement amount is \$21,945. This amount is budgeted in the approved FY 2021/22 Interim Budget. The optional task of a single audit in the amount of \$3,390 is included in the PSA. The single audit is required if the District receives over \$750,000 in federal funds each year.

CEQA ASSESSMENT

This is not a CEQA Project.

RECOMMENDED ACTION

It is recommended that the Board of Directors adopt Resolution 2021- 29 authorizing the Interim General Manager to execute a PSA Amendment with Lance, Soll & Lungard to provide audit services for FY 2020-2021.

ATTACHMENTS

1. Resolution 2018-23
2. Professional Services Agreement with LSL CPAs
3. Amendment No. 1 to the PSA with LSL CPAs
4. Resolution 2021-29 Amending the PSA with LSL CPAs

AGENDA ITEM 8.C.

Attachment 1

Resolution 2018-23

RESOLUTION NO. 2018-23

**OF THE BOARD OF DIRECTORS OF THE
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT**

**RESOLUTION AUTHORIZING THE GENERAL MANAGER TO EXECUTE A
PROFESSIONAL SERVICES AGREEMENT WITH LANCE, SOLL &
LUNGHARD, LLP IN THE AMOUNT OF \$65,835.00 FOR AUDIT SERVICES
FOR FY 2017/18, FY 2018/19, AND FY 2019/20**

WHEREAS, a request for proposals to select a qualified firm to prepare the annual audit was issued and five proposals were received on March 23, 2018; and

WHEREAS, after reviewing proposals and conducting interviews, District Finance Committee, and District Staff and consultants have determined that Lance, Soll & Lunghard, LLP (LSL) is well qualified and provided the District with a preferred proposal and scope of work; and

WHEREAS, the LSL proposal is for a time and materials fee not to exceed \$65,835 for three fiscal years;

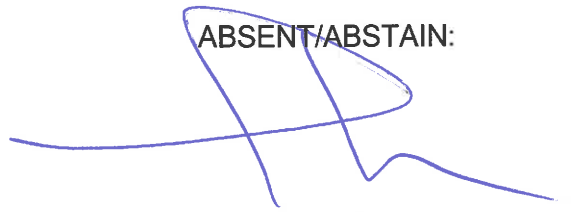
NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE BOARD OF DIRECTORS OF THE GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT THAT the attached Professional Services Agreement for audit services with Lance, Soll, & Lunghard, LLP (LSL CPAs) is approved and the General Manager is authorized to execute the agreement in the amount of \$65,835.

PASSED AND ADOPTED on this 10th day of April 2018, by the following vote:

AYES: *Halpin, Honschild, Souza, Uso, Wadde*


NOES:

ABSENT/ABSTAIN:



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

ATTEST:



Steven Palmer, Clerk and Ex officio
Secretary, Board of Directors

GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

CERTIFICATION

I hereby certify that the foregoing is a full, true and correct copy of Resolution 2018-23, 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 10th day of April 2018.



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

AGENDA ITEM 8.C.

Attachment 2

Professional Services Agreement

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into this 10th day of April 2018, (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, 2018, 2019, and 2020 (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 \$65,835.00, 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 Ken Macias will be the person primarily responsible for the performance of the Services and all communications related to the Services. District has entered into this Agreement in reliance on that representation by Consultant.

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

A. Documents. All reports, drawings, graphics, working papers and Confidential Information furnished by District in connection with the Services ("Documents").

Nothing herein shall be interpreted as prohibiting or limiting District's right to assign all or some of District's interests in the Documents.

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

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

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

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

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

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

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

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

B. Consultant Performance. Consultant represents and warrants that all Services under this Agreement shall be performed in a professional manner and shall conform to the customs and standards of practice observed on similar, successfully completed projects by specialists in the Services to be provided. Consultant shall adhere to accepted professional standards as set forth by relevant professional associations and shall perform all Services required under this Agreement in a manner consistent with generally accepted professional customs, procedures and standards for such Services. All work or products completed by Consultant shall be completed using the best practices available for the profession and shall be free from any defects. Consultant agrees that, if a Service is not so performed, in addition to all of its obligations

under this Agreement and at law, Consultant shall re-perform or replace unsatisfactory Service at no additional expense to District.

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

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

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

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

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

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

D. Errors and Omissions Liability. Consultant shall carry errors and omissions liability insurance in the amount of no less than One Million Dollars (\$1,000,000.00) per occurrence or greater if appropriate for the Consultant's profession. Architects and engineers coverage is to be endorsed to include contractual liability. Any deductibles or self-insured

retentions must be declared to and approved by the District. At the option of the District, either the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the District, elected and appointed councils, commissions, directors, officers, employees, agents, and representatives ("District's Agents"); or the Consultant shall provide a financial guarantee satisfactory to the District guaranteeing payment of losses and related investigations, claims administration and defense expenses.

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

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

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

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

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

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

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

If to Consultant: Kenneth Macias
Lance, Soll & Lunghard, LLP
2151 River Plaza Drive Suite 150
Sacramento, CA 95833

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.

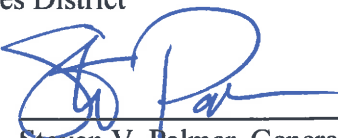
L. Time is of the Essence. Time is of the essence in this Agreement for each covenant and term of a condition herein.

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.

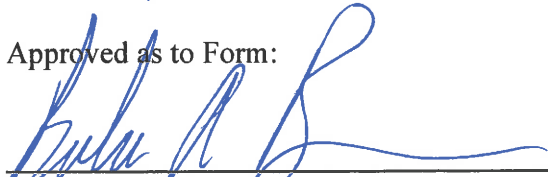
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the last day and date below written.

DISTRICT:

GEORGETOWN DIVIDE PUBLIC
UTILITIES DISTRICT, a California Public
Utilities District

By: 
Steven V. Palmer, General Manager

Date: 4/10/18

Approved as to Form:

Barbara A. Brenner, General Counsel

CONSULTANT:

Kenneth Macias
Lance, Soll, & Lunghard, LLP

By: 
Kenneth Macias

Date: April 4, 2018

EXHIBIT A

Services

SERVICES TO BE PERFORMED

1. LSL 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. LSL will prepare the Financial Statements.
3. LSL 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. LSL will 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. LSL will 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

EXHIBIT B

**Rates
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	<u>10</u>	<u>\$ 280</u>	<u>\$ 210</u>	<u>\$ 2,100</u>
Manager	<u>22</u>	<u>\$ 190</u>	<u>\$ 150</u>	<u>\$ 3,300</u>
Supervisory Staff	<u>75</u>	<u>\$ 150</u>	<u>\$ 115</u>	<u>\$ 8,625</u>
Other (Specify) Staff	<u>88</u>	<u>\$ 110</u>	<u>\$ 90</u>	<u>\$ 7,920</u>
Sub-Total				<u>\$ 21,945</u>
Other Expenses				<u>\$ -</u>
Total				<u>\$ 21,945</u>

APPENDIX B

All-Inclusive Maximum Price by Report	Optional Years				
	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22
District Financial Statements	<u>\$ 18,050</u>	<u>\$ 18,050</u>	<u>\$ 18,050</u>	<u>\$ 18,410</u>	<u>\$ 18,780</u>
Single Audit	<u>\$ 3,390</u>	<u>\$ 3,390</u>	<u>\$ 3,390</u>	<u>\$ 3,460</u>	<u>\$ 3,530</u>
Financial Transactions Report	<u>\$ 510</u>	<u>\$ 510</u>	<u>\$ 510</u>	<u>\$ 520</u>	<u>\$ 530</u>
Total	<u>\$ 21,945</u>	<u>\$ 21,945</u>	<u>\$ 21,945</u>	<u>\$ 22,390</u>	<u>\$ 22,840</u>

AGENDA ITEM 8.C.

Attachment 3

Amendment No. 1

**GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT
PROFESSIONAL SERVICES AGREEMENT**

(Effective Date: April 10, 2018)

with

LANCE, SOLL, & LUNGHARD, LLP

AMENDMENT NO. 1

This **AMENDMENT NO. 1** is limited to two sections of the above-referenced Agreement. The effected section is SECTION A of RECITALS and SECTION 3 - Compensation of AGREEMENT.

Under Amendment No. 1, SECTION A of RECITALS is hereby amended to read as follows:

- A. District has determined that consultant services are required for the preparation of financial audits for the fiscal years ending June 30, 2018, 2019, 2020 **and 2021** (The "Project").

Under Amendment No. 1, the following paragraph shall be added to SECTION 3 – COMPENSATION, as follows:

The District shall provide additional compensation not to exceed \$21,945 for additional audit services for fiscal year ending June 30, 2021.

This concludes the change under AMENDMENT NO. 1

IN WITNESS WHEREOF, the Parties hereto have executed and entered this **AMENDMENT NO. 1** on the day and year identified below.

GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT:

CONSULTANT:

By: _____
Darrell Creeks, Interim General Manager
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

By: _____
Kenneth A. Macias
LANCE, SOLL, & LUNGHARD, LLP

Date: _____

Date: _____

Approved as to Form:

Barbara A. Brenner, Legal Counsel

AGENDA ITEM 8.C.

Attachment 4

Resolution 2021-29

RESOLUTION NO. 2021-29
OF THE BOARD OF DIRECTORS OF THE
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT
AMENDING PROFESSIONAL SERVICES AGREEMENT
WITH LANCE, SOLL 7 LUNGHAND, LLP,
FOR ANNUAL AUDIT

WHEREAS, Lance, Soll & Lunghard, LLP (LSL CPAs) was selected by District Staff and members of the Finance Committee after reviewing five proposals received through a request for proposal (RFP) issued on February 26, 2018; and

WHEREAS, On April 10, 2018, the Board of Directors adopted Resolution 2018-23 authorizing the General Manager to execute a Professional Services Agreement (PSA) with LSL CPAs, in the amount of \$65,836 for audit services for FY 2017/18, FY 2018/19, and FY 2019/20; and

WHEREAS, the audit services provided by LSL has been deemed satisfactory by the District staff and the audit process must begin immediately to meet the deadline for completing the audit for FY 2020-2021.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT THAT Amendment 1 to the Professional Service Agreement with Lance, Soll & Lunghard, LLP, be approved for audit services for Fiscal Year 2020-22.

PASSED AND ADOPTED by the Board of Directors of the Georgetown Divide Public Utility District at a meeting of said Board held on the 13th day of July 2021, by the following vote:

AYES:

NOES:

ABSENT/ABSTAIN:

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

Attest:

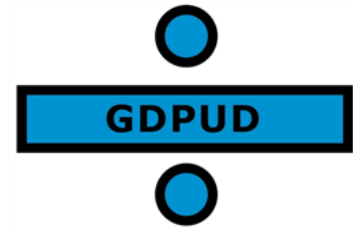
Darrell Creeks, Clerk and Ex officio
Secretary, Board of Directors
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

CERTIFICATION

I hereby certify that the foregoing is a full, true, and correct copy of Resolution 2021-29 duly and regularly adopted by the Board of Directors of the Georgetown Divide Public Utility District, County of El Dorado, State of California, on this 13th day of July 2021.

Darrell Creeks, Clerk and Ex officio
Secretary, Board of Directors
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

**REPORT TO THE BOARD OF DIRECTORS
BOARD MEETING OF July 13, 2021
AGENDA ITEM NO. 8.C.**



AGENDA SECTION: NEW BUSINESS

SUBJECT: ADOPT A RESOLUTION APPROVING THE VENDOR AGREEMENT WITH PACE SUPPLY FOR THE PURCHASE OF DISTRIBUTION PARTS AND SUPPLIES FOR FISCAL YEAR 2021/22

PRESENTED BY: Darrell Creeks, Interim General Manager/Operations Manager

BACKGROUND

The District routinely purchases distribution parts and supplies throughout the year to keep up with repairs in the District's distribution system. The District needs distribution parts and supplies on a regular basis. These supplies are used to maintain and repair the distribution system when failures occur. The District keeps supplies in stock in the shop, so District staff is ready for water breaks and other problems when they happen. As supplies are used they are re-ordered to stock the shelf. This allows staff to be efficient and make repairs quickly and gets customers water back on sooner.

In accordance with the District's Procurement Policy and Procedures, a request for bids was issued on March 31, 2021 (Attachment 1). It was posted on the District website and on Ebidboard.com and emailed to vendors known to the District.

DISCUSSION

Three bids were received by Operations Manager Darrell Creeks and opened on April 30, 2021. The request for bids included a Bid Schedule list of anticipated items and the estimated quantities that the District would purchase this year. The intent of the Bid Schedule is to obtain a basis for comparing the bids; it is not a commitment by the District to purchase those items at those quantities. The District may not order all of the items during the fiscal year, may order more or less than the estimated quantity during the fiscal year, and may order items not listed in the Bid Schedule. The District intends to issue an agreement and blanket purchase order with the vendor with the lowest Total Bid Amount to be used for purchases throughout the remainder of the fiscal year. At the conclusion of this fiscal year the District may extend the agreement and issue a new purchase order for an additional year. The District may extend the agreement twice.

The following table summarizes the bids received. The comparison is based on prices for all items, except twelve items which were not readily available to all bidders.

Vendor	Total Bid Amount
ICONIX	\$ 5650.86
Ferguson	\$ 5604.28
PACE Supply	\$ 4748.04

Comparing prices for equal parts it was determined that PACE Supply was the vendor with the lowest total bid amount. According to the District's Procurement Policy and Procedures, purchases over \$45,000 require Board authorization.

FISCAL IMPACT

These purchases are included in the Fiscal Year 2021-2022 Operating Budget, and a budget adjustment is not required. Upon approval of this agreement, Staff will issue a blanket purchase in an amount not to exceed \$75,000 for this fiscal year.

CEQA ASSESSMENT

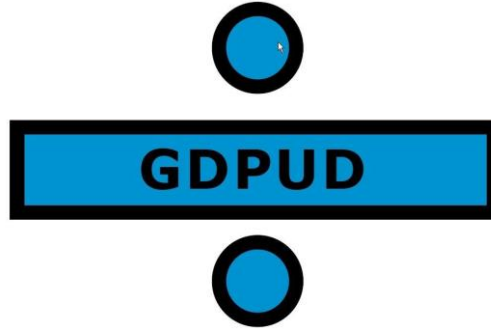
This action is not a CEQA project.

RECOMMENDED ACTION

Adopt the attached resolution authorizing the vendor agreement with PACE Supply.

ATTACHMENTS

1. Request for Bids
2. Bid Documents from PACE Supply
3. Resolution 2021-30 approving the vendor agreement with PACE Supply
4. Final vendor agreement signed by PACE



GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

REQUEST FOR BIDS

Water Distribution Parts and Supplies

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

Proposal Submission Deadline (date/time): April 30, 2021 at 3:00pm

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

REGISTERING YOUR EMAIL ADDRESS

FOR QUESTIONS CONCERNING THIS REQUEST FOR BIDS:

Potential respondents who want to receive changes, additions, and deletions to the RFB, 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 RFBs 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 RFB Schedule	
1.2 General Selection Process	
2. SCOPE OF SERVICES	4
3. RFB 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	
6. QUESTIONS	11
 <u>ATTACHMENTS</u>	
A. Product List	
B. Sample Services Agreement	

REQUEST FOR BID
Water Distribution Parts and Supplies

SECTION 1 — INTRODUCTION

The Georgetown Divide Public Utility District (GDPUD) is soliciting Bids from Vendors to provide Water Distribution Parts and Supplies for 2021/2022 fiscal year. In general, the bids will cover prices for supplies for this fiscal year.

GDPUD will open and review the Bids at 3:00pm on April 30, 2021.

Submission of a Bid indicates acceptance by the Vendor of the conditions contained in this RFB, unless clearly and specifically noted in the bid submitted and confirmed in the contract between GDPUD and the Vendor selected. GDPUD reserves the right, without prejudice, to reject any or all bids.

1.1 RFB Schedule

Advertisement of RFB	March 31, 2021
Deadline for Questions	April 18, 2021
Response to Questions	April 23, 2021
Deadline for Proposal/Bid Submittal	No later than 3:00 PM, April 30, 2021
Award by Board	Anticipated May 11, 2021

1.2 General Selection Process

GDPUD intends to select a responsible and responsive Vendor with the lowest total bid amount.

SECTION 2 — SCOPE OF SERVICES

The Vendor will provide pricing for the water distribution parts and supplies listed in Attachment A, Bid Schedule. The Bid Schedule is a list of anticipated items and their estimated quantities for the remainder of the fiscal year. GDPUD may not order all of the items during the fiscal year, may order more or less than the estimated quantity during the fiscal year, and may order items not identified in the Bid Schedule. The objective of this RFB is to select a vendor that sells the products identified in the Bid Schedule, obtain the lowest possible pricing for those items, and issue a blanket purchase order to the Vendor to be used for purchases throughout the fiscal year. GDPUD does not guarantee a minimum quantity that will be ordered under this purchase order.

The Vendor shall supply and deliver materials and supplies to GDPUD at the main office and at various times throughout the year. The primary delivery location will be:

GDPUD Office
6426 Main Street
Georgetown, California 95634

SECTION 3 — RFB SUBMITTAL REQUIREMENTS

The intent of these requirements is to assist Vendors 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 **April 30, 2021 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.

Bids shall be clearly marked "Request for Bids for Water Distribution Parts and Supplies," and submitted to:

**Georgetown Divide Public Utility District
6425 Main Street
PO Box 4240
Georgetown, California 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 RFB. The Bids must be signed by proposer's representative authorized to execute a contract between GDPUD and proposer. The Bids must include the following:

A. Cover Letter

- List the name, address, and telephone number of the Vendor.
- Signed by an authorized representative of the consultant. The Vendor shall furnish documentation that the person signing the proposal is empowered with signatory authority for the Vendor. The form could be a Corporate Resolution.
- State the bids are firm for the 2021/2022 fiscal year.
- Provide the name, title, address and telephone number of the individual to whom correspondence and other contacts should be directed during the Vendor selection process.
- Provide the location of the Vendors headquarters.

B. Bid Schedule

- Provide a completed and signed bid schedule (Attachment A).

SECTION 4 — SELECTION PROCESS AND EVALUATION CATEGORIES

4.1 Selection Criteria

GDPUD intends to select a responsible and responsive Vendor with the lowest total bid amount. The lowest total bid amount will be determined based on the Total Bid Amount provided by the Vendor on Attachment A, Bid Schedule.

SECTION 5 — GENERAL TERMS AND CONDITIONS

5.1 Limitation

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

5.2 Public Records

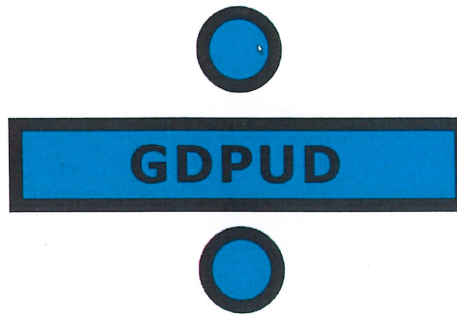
All proposals shall become the property of GDPUD and will become public records and, as such, may be subject to public review.

SECTION 6 — QUESTIONS

If you have any questions regarding this RFB, prior to April 18, 2021, please email:

Darrell Creeks, Operations Manager

Email: dacreeks@gd-pud.org



GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

REQUEST FOR BIDS

Water Distribution Parts and Supplies

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

Proposal Submission Deadline (date/time): April 30, 2021 at 3:00pm

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

REGISTERING YOUR EMAIL ADDRESS

FOR QUESTIONS CONCERNING THIS REQUEST FOR BIDS:

Potential respondents who want to receive changes, additions, and deletions to the RFB, 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 RFBs 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 RFB Schedule	
1.2 General Selection Process	
2. SCOPE OF SERVICES	4
3. RFB 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	
6. QUESTIONS	11

ATTACHMENTS

- A. Product List
- B. Sample Services Agreement

**REQUEST FOR BID
Water Distribution Parts and Supplies**

SECTION 1 — INTRODUCTION

The Georgetown Divide Public Utility District (GDPUD) is soliciting Bids from Vendors to provide Water Distribution Parts and Supplies for 2021/2022 fiscal year. In general, the bids will cover prices for supplies for this fiscal year.

GDPUD will open and review the Bids at 3:00pm on April 30, 2021.

Submission of a Bid indicates acceptance by the Vendor of the conditions contained in this RFB, unless clearly and specifically noted in the bid submitted and confirmed in the contract between GDPUD and the Vendor selected. GDPUD reserves the right, without prejudice, to reject any or all bids.

1.1 RFB Schedule

Advertisement of RFB	March 31, 2021
Deadline for Questions	April 18, 2021
Response to Questions	April 23, 2021
Deadline for Proposal/Bid Submittal	No later than 3:00 PM, April 30, 2021
Award by Board	Anticipated May 11, 2021

1.2 General Selection Process

GDPUD intends to select a responsible and responsive Vendor with the lowest total bid amount.

SECTION 2 — SCOPE OF SERVICES

The Vendor will provide pricing for the water distribution parts and supplies listed in Attachment A, Bid Schedule. The Bid Schedule is a list of anticipated items and their estimated quantities for the remainder of the fiscal year. GDPUD may not order all of the items during the fiscal year, may order more or less than the estimated quantity during the fiscal year, and may order items not identified in the Bid Schedule. The objective of this RFB is to select a vendor that sells the products identified in the Bid Schedule, obtain the lowest possible pricing for those items, and issue a blanket purchase order to the Vendor to be used for purchases throughout the fiscal year. GDPUD does not guarantee a minimum quantity that will be ordered under this purchase order.

The Vendor shall supply and deliver materials and supplies to GDPUD at the main office and at various times throughout the year. The primary delivery location will be:

GDPUD Office
6426 Main Street
Georgetown, California 95634

SECTION 3 — RFB SUBMITTAL REQUIREMENTS

The intent of these requirements is to assist Vendors 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 **April 30, 2021 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.

Bids shall be clearly marked "Request for Bids for Water Distribution Parts and Supplies," and submitted to:

**Georgetown Divide Public Utility District
6425 Main Street
PO Box 4240
Georgetown, California 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 RFB. The Bids must be signed by proposer's representative authorized to execute a contract between GDPUD and proposer. The Bids must include the following:

A. Cover Letter

- List the name, address, and telephone number of the Vendor.
- Signed by an authorized representative of the consultant. The Vendor shall furnish documentation that the person signing the proposal is empowered with signatory authority for the Vendor. The form could be a Corporate Resolution.
- State the bids are firm for the 2021/2022 fiscal year.
- Provide the name, title, address and telephone number of the individual to whom correspondence and other contacts should be directed during the Vendor selection process.
- Provide the location of the Vendors headquarters.

B. Bid Schedule

- Provide a completed and signed bid schedule (Attachment A).

SECTION 4 — SELECTION PROCESS AND EVALUATION CATEGORIES

4.1 Selection Criteria

GDPUD intends to select a responsible and responsive Vendor with the lowest total bid amount. The lowest total bid amount will be determined based on the Total Bid Amount provided by the Vendor on Attachment A, Bid Schedule.

SECTION 5 — GENERAL TERMS AND CONDITIONS

5.1 Limitation

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

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.

SECTION 6 — QUESTIONS

If you have any questions regarding this RFB, prior to April 18, 2021, please email:

Darrell Creeks, Operations Manager
Email: dacreeks@gd-pud.org



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

"Request for Bids for Water Distribution Parts and Supplies"
April 30, 2021 at 3:00 PM

Attached bid is good for the 2021/2022 fiscal year

All correspondence and contact for the attached bid should be addressed to:

Rick Merri
Valley Waterworks Manager
PACE Supply
8400 24th Ave.
Sacramento, CA. 95826

916-379-5129
Cell 916-826-7060

Keith Hubbard
President
PACE Supply Corporate Headquarters
6000 State Farm Drive #200
Rohnert Park, CA 94928

Authorized Signature


Regards,

Rick Merri

PACE Supply
8400 24th Ave.
Sacramento CA. 95826

**Attachment A
PRODUCTS LIST**

ITEM NUMBER	PART ID	QUANTITY	
1	*NLA 6 HYMAX REP COUP 6.42-7.68 - 6" hymax	10	\$223.50 EA
2	1 MACH10 CF 6' PITPAD	8	NO QUOTE-DIRECT
3	1-1/2 CARB TIP HOLE SAW 24CT - 1.5" carbide holesaw	1	\$11.50 EA
4	1-1/4X3 FC REDI-CLAMP 1.66 - 1.66 service clamp 3" long	12	\$20.52 EA
5	1-1/4X6 FC REDI-CLAMP 1.66 - 1.66 service clamp 6" long	6	\$40.77 EA
6	14 ALUM STRT PIPE WRCH 814 - pipe wrench	1	\$40.64 EA
7	1X3 FC REDI-CLAMP 1.32 - 1.32 service clamp 3" long	50	\$20.34 EA
8	1X300 IPS SIDR7 HDPE PIPE - 1" poly tube	600	\$.47 LF
9	1X520 PTFE PIPE THRD TAPE - pipe tape	5	\$.80 EA
10	1X6 FC REDI-CLAMP 1.32 - 1.32 service clamp 6" long	24	\$40.00 EA
11	2 HYMAX REP COUP 2.10-3.03 - 2" hymax	12	\$99.91 EA
12	2X100 IPS SIDR7 HDPE PIPE - 2" poly tube	100	\$178.00 EA
13	3 ZN 150# FLG NUT/BLT SET - 3" nut & bolt gasket set	10	\$2.26 EA
14	3/4 MACH10 R900I CF	18	NO QUOTE-DIRECT
15	3/4X3 FC REDI-CLAMP 1.05 - 1.05 service clamp 3"	12	\$18.78 EA
16	3/4X520 PTFE PIPE THRD TAPE -pipe thread tape	20	\$.80 EA
17	3/4X6 FC REDI-CLAMP 1.05 - 1.05 service clamp 6"	8	\$40.00 EA
18	4 C900 DR14 PVC GJ BLUE PIPE - 4" C900	40	\$3.71 LF

Rick Moran PACE Supply


19	4 DI 125# C110 FLG 90 BEND - 4" flange with 90 bend	2	\$72.23 EA
20	4 FLG TYTE GSKT - 4" flange gasket	10	\$8.00 EA
21	4 HYMAX REP COUP 4.25 - 5.63 - 4" hymax	12	\$169.00 EA
22	4 ZN 150# FLG NUT/BLT SET - 4" flange nut & bolt	10	\$4.31 EA
23	4-1/2 DRESSER 129 NEW STYL B/O COUP - break away coupler	2	\$35.03 EA
24	4-1/2 DRESSER 129 OLD STYL B/O COUP - break away coupler	2	\$35.03 EA
25	4X12-1/2 1B REP CLMP 4.45-4.73, 12"	3	\$77.66 EA
26	4X7-1/2 1B REP CLMP 4.45-4.73, 7"	4	\$52.10 EA
27	6 A/C X CI TRAN GSKT - A/C - C900 transition gasket	12	\$11.66 EA
28	6 FLG TYTE GSKT - 6" flange gasket	30	\$9.75 EA
29	6 HYMAX 2 REP COUP 6.42-7.68 - 6" hymax	6	\$223.66 EA
30	6 MJXFLG C153 ADPT L/A - 6" M3 - flange adapter	1	\$51.33 EA
31	6 ZN 150# FLG NUT/BLT SET - 6" flange nut & bolt set	30	\$6.84 EA
32	6X12-1/2 1B REP CLMP 6.56-6.96 - 12" repair clamp	1	\$104.26 EA
33	6X12-1/2 1B REP CLMP 6.84-7.24 - 12" repair clamp	2	\$106.19 EA
34	6X12-1/2 1B REP CLMP 7.05-7.45 - 12" repair clamp	10	\$106.19 EA
35	6X12-1/2 1B REP CLMP 7.45-7.85 - 12" repair clamp	2	\$91.00 EA
36	6X25 1B REP CLMP 6.56-6.96 - 25" repair clamp	1	\$200.00 EA
37	6X25 1B REP CLMP 7.05-7.45 - 25" repair clamp	1	\$185.78 EA
38	6X25 7.45-7.85 - 25" repair clamp	1	\$185.78 EA
39	6X7-1/2 1B REP CLMP 6.84-7.24 - 7.5" repair clamp	1	\$66.37 EA

DICK MORRIS PIPE SUPPLY


(Handwritten signature and flourish)

40	6X7-1/2 1B REP CLMP 7.05-7.45 - 7.5" repair clamp	15	\$66.37 EA
41	6X7-1/2 1B REP CLMP 7.45-7.85 - 7.5" repair clamp	2	\$63.21 EA
42	8 DI 125# C110 FLG 90 BEND - flange kit with 90 bend	1	\$182.96 EA
43	8 FLG TYTE GSKT - 8" flange gasket	4	\$9.65 EA
44	8 HYMAX REP COUP 8.54-9.84 - 8" hymax	2	\$242.81 EA
45	8 ZN 150# FLG NUT/BLT SET - 8" flange nut & bolt set	4	\$7.19 EA
46	8X12-1/2 1B REP CLMP 8.99-9.39 - 12" repair clamp	1	\$124.71 EA
47	8X25 1B REP CLMP 8.54-8.94 - 25" repair clamp	2	\$186.72 EA
48	8X7-1/2 1B REP CLMP 8.99-9.39 - 7.5" repair clamp	2	\$77.84 EA
49	CNCRT LID WTR - concrete box lid	25	\$28.15 EA
50	DRESSER 300 4-1/2 TRAF REP KIT - 4.5" dresser repair kit	6	\$130.50 EA
51	DRESSER 300 HYD OP NUT #308 OL 1.5P - operation nut repair kit	6	\$180.00 EA
52	DRESSER 4-1/2 UPPER STEM OPEN LEFT	2	\$104.18 EA
53	DRESSER 500 4-1/2 TRAF REP KIT - repair kit for dresser 500	6	\$113.47 EA
54	FLBL WTR INV MARK PAINT - blue marking paint	45	\$3.50 EA
55	G-5BOX VLV BX L/LID - valve box	36	\$31.44 EA
56	G-5GR10 VLV BX GRD RNG - valve riser 1"	10	\$34.16 EA
57	G5GR15 VLV BX GRD RNG - valve riser 1.5"	10	\$38.92 EA
58	G5GR20 VLV BX GRD RNG - valve riser 2"	10	\$49.07 EA
59	LF 1 BRS 125# THRD GATE VLV - 1" gate valve	30	\$18.52 EA
60	LF 1 BRS 125# THRD SWG CHK VLV - 1" check valve	10	\$27.76 EA

Rick Moran PAVE SUPPLY
W J

61	LF 1 BRS 200# THRD NRS GATE VLV - 2" gate valve	40	\$52.45 EA
62	LF 1 BRS 45 ELL - 1" 45	10	\$6.27 EA
63	LF 1 BRS 90 ELL - 1" 90	10	\$5.73 EA
64	LF 1 BRS ST 45 ELL 1" ST 45	10	\$8.01 EA
65	LF 1 BRS ST 90 ELL - 1" ST 90	20	\$8.01 EA
66	LF 1 FIP X FIP BALL CURB ST LW - 1" fxf curb stop	1	\$75.90 EA
67	LF 1 FIP X IPS INSTATITE COUP - 1" F instatite	40	\$22.96 EA
68	LF 1 IPS COMP UNION - 1" comp coupler	12	\$42.12 EA
69	LF 1 IPS X IPS INSTATITE COUP - 1" instatite coupler	18	\$42.12 EA
70	LF 1 IPS X MTR ANG MTR VLV - 1" angle stop	10	\$114.70 EA
71	LF 1 MIP X MIP BALL CORP ST - 1" mxm corp stop	6	\$51.16 EA
72	LF 1-1/2X1 BRS BUSH - 1" x 1.5" bushing	6	\$6.55 EA
73	LF 1X3/4 BRS BUSH - 1" x 3/4" bushing	25	\$3.01 EA
74	LF 1X4 BRS NIP GBL - 1" x 4" nipple	8	\$5.59 EA
75	LF 1X6 BRS NIP GBL - 1" x 6" nipple	18	\$8.23 EA
76	LF 1XCLOSE BRS NIP GBL - 1" close nipple	36	\$2.59 EA
77	LF 2X1 BRS BUSH - 2" x 1" bushing	35	\$11.68 EA
78	LF 3/4 BRS 125# THRD GATE VLV - 3/4" gate valve	8	\$13.31 EA
79	LF 3/4 BRS 125# THRD SWG CHK VLV - 3/4" check valve	32	\$21.66 EA
80	LF 3/4 BRS 45 ELL - 3/4" 45	12	\$3.72 EA
81	LF 3/4 BRS COUP - 3/4" coupler	6	\$3.01 EA

Rick Mann PAVE Supply



82	LF 3/4 BRS ST 45 ELL - 3/4" ST 45	6	\$4.84 EA
83	LF 3/4 BRS ST 90 ELL - 3/4" ST 90	18	\$4.84 EA
84	LF 3/4 BRS TEE - 3/4" tee	6	\$4.57 EA
85	LF 3/4 FIP X FIP BV W/ LW - 3/4" lock wing	6	\$49.52 EA
86	LF 3/4 FIP X IPS INSTATITE COUP - 3/4" IPS instatite coupler	12	\$17.98 EA
87	LF 3/4 IPS X IPS INSTATITE COUP - 3/4" FxF coupler IPS	6	\$21.06 EA
88	LF 3/4 MIP X IPS INSTATITE COUP - M x IPS coupler	12	\$18.35 EA
89	LF 3/4X1 MTR ADPT PR - A - 34	12	\$17.63 EA
90	LF 3/4X2 BRS NIP GBL - 3/4" x2" nipple	30	\$2.21 EA
91	LF 3/4X2-1/2 MTR COUP - 3/4" meter spud	12	\$9.00 EA
92	LF 3/4X4 BRS NIP GBL - 3/4" x 2" nipple	12	\$2.21 EA
93	LF 3/4X6 BRS NIP GBL - 3/4" x 6" nipple	12	\$5.64 EA
94	LF 3/4XCLOSE BRS NIP GBL - 3/4" close nipple	20	\$1.76 EA
95	MTR BX - B 16 mete box	25	\$33.33 EA
96	MTR BX PVC HAND PUMP W/ 6 FT HOSE - water hand pump	10	\$36.64 EA

Rick Mober PACE Supply

W



RESOLUTION NO. 2021-XX

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT
APPROVING THE VENDOR AGREEMENT WITH PACE SUPPLY FOR THE
PURCHASE OF DISTRIBUTION PARTS AND SUPPLIES**

WHEREAS, the District routinely orders distribution parts and supplies; and

WHEREAS, the Fiscal Year 2021-2022 Operating Budget includes funding to purchase distribution parts and supplies; and

WHEREAS, the District obtained pricing for distribution parts and supplies through a request for bids document on the District website and Ebidboard.com; and

WHEREAS, Staff recommends purchasing the supplies from PACE Supply with the prices from the bid received; and

WHEREAS, the District's Procurement Policy and Procedures require Board authorization for purchases greater than \$45,000; and

WHEREAS, Staff anticipates the purchases made under this vendor agreement for Fiscal Year 2021-2022 will not exceed \$75,000; and

WHEREAS, the Vendor Agreement can be extended, and new purchase orders issued for each of the next two fiscal years.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT THAT the General Manager is authorized to execute the Vendor Agreement for distribution parts and supplies from PACE Supply.

PASSED AND ADOPTED by the Board of Directors of the Georgetown Divide Public Utility District at a meeting of said Board held on the 13th day of July 2021, by the following vote:

AYES:

NOES:

ABSENT/ABSTAIN:

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

Attest:

Darrell Creeks, 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 2021-XX duly and regularly adopted by the Board of Directors of the Georgetown Divide Public Utility District, County of El Dorado, State of California, on this 13th day of July 2021.

Darrell Creeks, Clerk and Ex officio
Secretary, Board of Directors
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

WATER DISTRIBUTION PARTS AND SUPPLIES VENDOR AGREEMENT

THIS WATER DISTRIBUTION PARTS AND SUPPLIES VENDOR AGREEMENT (“Agreement”) is made and entered into this 23 day of June 2021, (the “Effective Date”) by and between the Georgetown Divide Public Utilities District, a California public utilities district (“District”), and Pace Supply (“Vendor”), whose address is 8400 24th Avenue Sacramento, Ca 95826. District and Vendor 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 seeks to **Extend** the vendor agreement in the sale of water distribution parts and supplies (the “Products”) to purchase the Products on an as-needed basis.
- B. District issued a Request for Bids on March 31, 2021 and determined that Vendor is the lowest bidder that fulfills the requirements outlined in the Request for Bids. The Request for Bids is attached as **Exhibit A**.
- C. Vendor represents that it is licensed to sell the Products to the District from the Effective Date through June 30, 2022.
- D. Vendor has made a proposal to District to sell the Products to District on an as-needed basis. A description of the Products Vendor has proposed to sell District is attached hereto as **Exhibit B** (the “Products List”).
- E. District desires to retain Vendor to provide Products on an as-needed basis, subject to the terms and conditions set forth in this Agreement. However, District has no obligation to purchase any Products from Vendor.

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

AGREEMENT

Section 1. Recitals. The recitals set forth above (“Recitals”) are true and correct and are hereby incorporated into and made part of this Agreement by this reference. In the event of any inconsistency between the Recitals and Section 1 through 46 of this Agreement, Sections 1 through 46 shall prevail.

Section 2. Term. The term of this Agreement shall commence on the Effective Date and will continue in effect until July 13, 2021, with the option to renew for two (2) additional years, unless the Parties mutually agree in writing to terminate the Agreement earlier, or it is terminated earlier as provided for in Sections 16 or 18 below (“Term”).

Section 3. Non-Exclusive Agreement. Nothing in this Agreement is intended nor shall be construed as creating any exclusive arrangement between District and Vendor. This Agreement shall not restrict District from acquiring similar, equal, or like goods from other entities or sources.

Section 4. Purchase Orders. Subject to the terms and conditions set forth in this Agreement, Vendor shall provide District with the Products described in Exhibit B on an as-needed basis when in receipt of a purchase order from District. A sample purchase order is attached hereto as **Exhibit C** (“Purchase Order”).

4.1 *Purchase Order Cancellation.* Vendor shall deliver the Products on the delivery date specified in the Purchase Order. District reserves the right to cancel a Purchase Order without penalty by notice to Vendor on or before the given cancellation date in the Purchase Order and at any time if the completion or delivery date is not met or, if prior to such date, District had reason to demand adequate assurance of due performance and such assurance is not forthcoming within ten (10) days after the date of District’s demand. If a delivery date or completion date is not specified on the Purchase Order, reasonable time will be allowed. District may cancel the unreceived portion of a Purchase Order at any time if delivery of the Products is not timely. If Vendor can fulfill its delivery obligation only by shipping by premium routing, the premium charges shall be paid by Vendor. If Vendor ships the Products after the “delivery by” date, “ship on” date, after the cancellation date, or after actual cancellation, District may, in the exercise of its sole discretion, refuse the shipment, or District may accept the Products.

4.2 *Non-Conforming or Unordered Products.* District will have no obligation to accept or pay for any unordered Products or Products shipped that do not conform to, or comply with, the terms and conditions of the District Purchase Order or the terms and conditions of this Agreement, including shipping and routing instructions and dates of shipment and delivery. If District takes delivery of such nonconforming order, or any part of such an order, District reserves the right to deduct from its payment all actual or reasonable expenses, including but not limited to transportation, inspection, receipt, recall, care and custody of the Products, and notice to Vendor, incurred as a result of such non-conformity or non-compliance.

If District takes delivery of unordered or non-complying Products, District may, without notice to Vendor of such fact, ship the unordered or non-complying Products to Vendor at Vendor’s cost and expense. District will have no obligation to accept or to pay for any substituted goods or excess shipment of any Products made without District’s prior written approval.

4.3 *Right of Inspection.* District will have the right to inspect the Products and reject any nonconforming Products within thirty (30) days of delivery. This right of inspection, whether exercised or not, will not affect District’s right to revoke acceptance or pursue other remedies if defects or nonconformities are discovered at a later date, notwithstanding that any defect or nonconformity could have been discovered upon inspection. Payment by District will not be construed as an acceptance of Products or as a waiver or limitation of any of District’s rights as set forth herein.

Section 5. Compensation.

5.1. *Payments.* District shall issue payment in the amount invoiced by Vendor within thirty (30) calendar days of receiving such invoice unless otherwise agreed to in writing by the Parties. In the event that an amount of an invoice is in dispute, District shall inform Vendor of the amount and basis for the dispute and may withhold the amount which is in dispute until the dispute has been resolved.

5.2. *Invoices.* Vendor shall provide District with monthly invoices sufficiently evidencing the goods and merchandise provided to District by Vendor. All invoices furnished to District by Vendor shall be in a form approved by District. Vendor shall submit all billings for Products to District within forty-five (45) days of delivering such Products. Vendor must notify District's Accounts Payable in writing of any change to Vendor's "remit address." Failure to do so will delay future payments.

Section 6. Time of Delivery. Vendor warrants that it will deliver the Products within five (5) calendar days of the Purchase Order, or as otherwise stated on the Purchase Order when received. The time of performance is a material term of this Agreement relied on by District in entering into this Agreement.

Section 7. District Assistance to Vendor. Vendor shall, at its sole cost and expense, furnish all Products sold pursuant to the terms of this Agreement. Notwithstanding the foregoing, District shall: (i) not actively interfere with Vendor's sale and delivery of Products under this Agreement; (ii) provide such information as Vendor may reasonably require to sell and deliver the Products under this Agreement; (iii) promptly review any and all documents and materials submitted to District by Vendor to avoid unreasonable delays in Vendor's sale and delivery of Products under this Agreement; and (iv) promptly notify Vendor of any fault or defect in the Products, or delivery or receipt of Products.

Section 8. Representations of Vendor. District relies upon the following representations by Vendor in entering into this Agreement:

8.1. *Qualifications.* Vendor represents that it is qualified to provide the Products listed in Exhibit B, and that it possesses the necessary licenses and permits required to deliver the Products or will obtain such licenses or permits prior to the time such licenses or permits are required. Vendor shall also ensure that all subcontractors are similarly licensed and qualified. Vendor represents and warrants to District that Vendor shall, at Vendor's sole cost and expense, keep in effect or obtain at all times during the Term of this Agreement, any licenses, permits, and approvals which are legally required for Vendor to sell the Products and shall provide District a copy of any such documentation upon request.

8.2. *Compliance with State and Local Regulations.* Vendor shall ensure compliance with all applicable federal, state, and local laws, ordinances, regulations, and permits. Vendor shall perform all work according to generally accepted standards within the industry. Vendor shall comply with all ordinances, laws, orders, rules, and regulations, including the administrative policies and guidelines of District pertaining to the work. District shall have the right to request

and review documentation from Vendor evidencing Vendor's compliance with state and local regulations.

8.3. *Conformity with Law and Safety.* Vendor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including state, municipal and local governing bodies having jurisdiction over any or all of the scope of Vendor's operations, including all provisions of the Occupational Safety and Health Act of 1979 as amended, all California Occupational Safety and Health Regulations, the California Building Code, the American with Disabilities Act, any copyright, patent, or trademark law and all other applicable state, municipal, and local safety regulations, appropriate trade association safety standards, and appropriate equipment manufacturer instructions. Vendor's failure to comply with any laws, ordinances, codes, or regulations applicable to the sale of Products hereunder shall constitute a breach of contract. In cases where standards conflict, the standard providing the highest degree of protection shall prevail.

Section 9. Inspection of Records and Products. District shall have the right to audit Vendor's records for the purpose of determining compliance with any or all portions of this Agreement and to test Vendor's Products to confirm the quality thereof.

Section 10. Product Recall Policy. In the event of any and all Product recalls that are either (i) agreed upon between District and Vendor or (ii) that are required (either by law or in the commercially reasonable judgment of District) because District has reason to believe the Products are dangerous, defective, incomplete, infringe upon intellectual property rights, or are not in compliance with applicable laws and regulations, the Products will be returned to Vendor at Vendor's expense. The Agreement terms and conditions continue to apply to Products that have been recalled.

Section 11. Price Increase Notification. Vendor must deliver to District written notice of any proposed price increases a minimum of thirty (30) days prior to the effective date of such price increase. District may establish additional price change notices and other procedures from time to time upon written notice to Vendor. District will not be obligated to pay such price increase for any Products for which Vendor did not timely deliver such written notice.

Section 12. Price Decrease Notification. Vendor must deliver to District written notice of any proposed price decreases a minimum of thirty (30) days prior to the effective date of such price decrease.

Section 13. Confidentiality. Vendor understands and agrees that, in the sale of Products under this Agreement or in the contemplation thereof, Vendor 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").

Vendor shall not, either during or after the Term of the Agreement, disclose to any third party any Confidential Information without the prior written consent of District. If District gives Vendor

written authorization to make any such disclosure, Vendor shall do so only within the limits and to the extent of that authorization.

Section 14. Excusable Delays; Notice to Other Party of Delay. Vendor shall not be in breach of this Agreement in the event that sales of the Products are temporarily interrupted or discontinued due to a “Force Majeure” event which is defined as: riots, wars, sabotage, civil disturbances, insurrections, explosion, natural disasters such as floods, earthquakes, landslides, fires, strikes, lockouts, and other labor disturbances, or other catastrophic events, which are beyond the reasonable control of Vendor. Force Majeure does not include: (i) Vendor’s financial inability to perform; (ii) Vendor’s failure to obtain any necessary permits or licenses from other governmental agencies; or (iii) Vendor’s failure to obtain the right to use the facilities of any public utility where such failure is due solely to the acts or omissions of the Vendor.

Section 15. Assignment Prohibited. No Party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempt or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.

Section 16. Termination of Purchases by District for Its Convenience. District shall have the right to terminate this Agreement at any time for its convenience by giving notice of such termination to Vendor. In the event District shall give such notice of termination, Vendor shall cease selling Products to District upon receipt of said notice given as required in this Agreement. Except as provided in this Agreement, in no event shall District be liable for costs incurred by or on behalf of Vendor after the date of the notice of termination.

Section 17. Assurance of Performance. If, at any time, District believes Vendor may not be adequately performing its obligations under this Agreement or may fail to provide the Products as required by this Agreement, District may submit a written request to Vendor for written assurances of performance and a plan to correct observed deficiencies in Vendor’s performance. Failure to provide written assurances subsequent to such written request, constitutes grounds to declare a breach under this Agreement.

Section 18. Cancellation for Breach by Either Party. Should either Party fail to substantially perform its obligations in accordance with the provisions of this Agreement, the other Party shall thereupon have the right to cancel the Agreement by giving written notice and specifying the effective date of such cancellation. If District cancels this Agreement for breach and it is subsequently determined that Vendor did not fail to substantially perform its obligations in accordance with this Agreement, then cancellation for breach by District shall be deemed, and treated, as termination for convenience.

Neither Party waives the right to recover damages against the other for breach of this Agreement, including any amount necessary to compensate District for all detriment proximately caused by Vendor’s failure to perform its obligations hereunder or which in the ordinary course of things would be likely to result therefrom. District reserves the right to offset such damages against any payments owed to Vendor.

District shall not in any manner be liable for Vendor's actual or projected lost profits had Vendor completed the sale of Products required by this Agreement.

Section 19. Arbitration of Disputes. All claims, disputes, and other matters in question between District and Vendor arising out of, or relating to this Agreement or the breach thereof, including claims of Vendor for extra compensation for Products, shall be decided by arbitration before a single arbitrator in accordance with the provisions of California Code of Civil Procedure sections 1281 to 1284.2 (the "Arbitration Laws") unless the Parties mutually agree otherwise. The provisions of Section 1283.05 of the Arbitration Laws apply to any arbitration proceeding except as otherwise provided in this Agreement. The arbitrator shall have authority to decide all issues between the Parties under this Agreement including, but not limited to, claims for extras, delay and liquidated damages, if any, provided for in this Agreement, matters involving defects in the product of the Vendor, rights to payment, and whether the necessary procedures for arbitration have been followed.

Notice of the demand for arbitration shall be filed in writing with the other Party. The demand for arbitration shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such claim, dispute, or other matter in question would be barred by the applicable statute of limitation.

The Parties shall jointly appoint an arbitrator within fifteen (15) calendar days of the date of giving of the notice of the demand for arbitration. If the Parties are unable to jointly agree upon the appointment of an arbitrator within said fifteen (15) calendar day period, and do not agree in writing to extend said period for a fixed period, then either Party may seek to have the arbitrator appointed by the Superior Court of El Dorado County in accordance with the Arbitration Laws.

If any proceeding is brought to contest the right to arbitrate and it is determined that such right exists, the losing Party shall pay all costs and attorneys' fees incurred by the prevailing party.

In addition to the other rules of law which may be applicable to any arbitration hereunder, the following shall apply:

(a) Promptly upon the filing of the arbitration each Party shall be required to set forth in writing and to serve upon each other Party a detailed statement of its contentions of fact and law.

(b) All parties to the arbitration shall be entitled to the discovery procedures as provided in California Code of Civil Procedure section 1283.05.

(c) The arbitration shall be commenced and conducted as expeditiously as possible consistent with affording reasonable discovery as provided herein.

(d) These additional rules shall be implemented and applied by the arbitrator.

The costs of arbitration shall be borne by the Parties as determined by the arbitrator, but each Party shall bear its own attorney's fees associated with its dispute with the other Party and to the arbitration.

Section 20. Insurance Coverage. During the Term, the Vendor shall maintain in full force and effect policies of insurance set forth herein, which shall be placed with insurers with a current A M Best's rating of no less than "A-," and will provide the District with written proof of said insurance. Vendor shall maintain coverage as follows:

20.1. *General Liability.* Vendor shall carry general liability insurance in the amount of Two Million Dollars (\$2,000,000.00) per occurrence for bodily injury, personal injury, and property damage. If commercial general liability insurance or another form with a general aggregate limit is used, either the general aggregate limit shall apply, or the general aggregate shall be Two Million Dollars (\$2,000,000.00).

20.2. *Worker's Compensation Insurance and Employer's Liability.* Vendor shall carry workers' compensation insurance as required by the State of California under the Labor Code. Vendor 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) policy limit for each employee's bodily injury by disease.

20.3 *Errors and Omissions Liability.* Vendor shall carry errors and omissions liability insurance in the amount of no less than Two Million Dollars (\$2,000,000.00) per occurrence or greater if appropriate for the Vendor's profession.

Section 21. Additional Insurance Requirements. Within thirty (30) days of the Effective Date, Vendor 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 Vendor 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, its agents, officers, employees, and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the Vendor; products and completed operations of the Vendor; premises owned, occupied, or used by the Vendor, or automobiles owned, leased, or hired or borrowed by the Vendor. 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 and any insurance or self-insurance maintained by District shall be in excess of Vendor'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.

Section 22. Indemnification by Vendor. To the fullest extent permitted by law (including, without limitation, Civil Code sections 2782 and 2782.8), Vendor shall defend with legal counsel reasonably acceptable to District, indemnify, and hold harmless District and District's agents, officers, employees, and volunteers from and against any and all claims, loss, cost, damage, injury (including, without limitation, injury to or death of an employee of Vendor or its subcontractors), expense and liability of every kind, nature and description that arise out of, pertain to, or relate to acts or omissions of Vendor, or any direct or indirect subcontractor, employee, contractor, representative, or agent of Vendor, or anyone that Vendor controls (collectively "Liabilities"). Such obligations to defend, hold harmless, and indemnify District and District's agents shall not apply to the extent that such Liabilities are caused in whole by the sole negligence, active negligence, or willful misconduct of District or District's agents, officers, employees, and volunteers, but shall apply to all other Liabilities. With respect to third party claims against the Vendor, the Vendor waives any and all rights of any type of express or implied indemnity against District and District's agents, officers, employees, and volunteers.

Section 23. Liability of District. 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 sale of Products performed in connection with this Agreement.

Section 24. Independent Contractor. At all times during the Term, Vendor shall be deemed to be an independent contractor and shall be wholly responsible for the manner in which Vendor sells and delivers the Products sold under this Agreement. Vendor shall be liable for its acts and omissions, and those of its employees, contractors, subcontractors, representatives, volunteers, and its agents. Nothing contained herein shall be construed as creating an employment, agency, or partnership relationship between District and Vendor. District shall have the right to control Vendor only insofar as the result of Vendor's sales and deliveries rendered pursuant to this Agreement; however, District shall not have the right to control the means by which Vendor accomplishes the sale and delivery of Products rendered pursuant to this Agreement.

Section 25. Vendor Not Agent. Except as District may specify in writing, Vendor shall have no authority, express or implied, to act on behalf of District in any capacity whatsoever as an agent. Vendor shall have no authority, express or implied, pursuant to this Agreement to bind District to any obligation whatsoever.

Section 26. Payment of Taxes and Other Expenses. Payment of any taxes, including California sales and use taxes, levied upon this Agreement, the transaction, or the goods or merchandise delivered pursuant hereto, shall be the obligation of Vendor.

Section 27. Notices. Any notice or communication required hereunder between District and Vendor must be in writing, and may be given either personally, by facsimile (with original forwarded by regular U.S. Mail), by registered or certified mail (return receipt requested), or by Federal Express, UPS, or other similar couriers providing overnight delivery. If personally delivered, a notice or communication shall be deemed to have been given when delivered to the Party to whom it is addressed. If given by facsimile transmission, a notice or communication shall be deemed to have been given and received upon actual physical receipt of the entire document by

the receiving Party's facsimile machine. Notices transmitted by facsimile after 5:00 p.m. on a normal business day or on a Saturday, Sunday, or holiday shall be deemed to have been given and received on the next normal business day. If given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addressees designated below as the party to whom notices are to be sent, or (ii) 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 their addresses set forth below:

If to District: Georgetown Divide Public Utility District
P.O. Box 4240
Georgetown, CA 95634
Attention: Steven Palmer, General Manager
Tel: (916) 254-3287

With courtesy copies to: Churchwell White LLP
1414 K Street, 3rd Floor
Sacramento, California 95814
Attention: Barbara A. Brenner, Esq.
Tel: (916) 468-0950
Fax: (916) 468-0951

If to Vendor: PACE Supply
8400 24th Avenue

Attention: Rick Merri
Tel: (916)-379-5129
Fax: (916)-379-7060

Section 28. Exhibits. All "Exhibits" referred to below or attached to herein are by this reference incorporated into this Agreement:

<u>Exhibit Designation</u>	<u>Exhibit Title</u>
Exhibit A:	Request for Bids
Exhibit B:	Products List
Exhibit C:	Sample Purchase Order

Section 29. Modification. No alteration, amendment, modification, or termination of this Agreement shall be valid unless made in writing and executed by all of the Parties to this Agreement.

Section 30. Waiver. No covenant, term, or condition, or the breach thereof, shall be deemed waived, except by written consent of the Party against whom the waiver is claimed, and any waiver of the breach of any covenant, term, or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term, or condition.

Section 31. Assignment. No Party to this Agreement 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 hereto.

Section 32. Authority. All Parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement and the names, titles, and capacities herein stated on behalf of any entities, persons, states, or firms represented or purported to be represented by such entities, persons, states, or firms and that all former requirements necessary or required by the state or federal law in order to enter into the Agreement have been fully complied with. Further, by entering into this Agreement, neither Party hereto shall have breached the terms or conditions of any other contract or agreement to which such Party is obligated, which such breach would have a material effect hereon.

Section 33. Drafting and Ambiguities. Each Party acknowledges that it has reviewed this Agreement with its own legal counsel, and based upon the advice of that counsel, freely entered into this Agreement. Each Party has participated fully in the review and revision of this Agreement. Any rule of construction that ambiguities are to be resolved against the drafting party does not apply in interpreting this Agreement.

Section 34. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of California.

Section 35. Venue. Venue for all legal proceedings shall be in the Superior Court of California, County of El Dorado.

Section 36. Severability. If this Agreement in its entirety is determined by a court to be invalid or unenforceable, this Agreement shall automatically terminate as of the date of final entry of judgment. If any provision of this Agreement shall be determined by a court to be invalid and unenforceable, or if any provision of this Agreement is rendered invalid or unenforceable according to the terms of any federal or state statute, which becomes effective after the Effective Date of this Agreement, the remaining provisions shall continue in full force and effect and shall be construed to give effect to the intent of this Agreement.

Section 37. Counterparts. This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

Section 38. Audit. District shall have access at all reasonable times to all invoices, purchase orders, contract documents, contract files, and personnel necessary to audit and verify Vendor's charges to District under this Agreement.

Section 39. Entire Agreement. This Agreement, together with its specific references, attachments, and exhibits, constitutes the entire agreement of the Parties with respect to the subject matters hereof and supersedes any and all prior negotiations, understanding, and agreements with respect hereto, whether oral or written.

Section 40. Supersedes Prior Agreement. It is the intention of the Parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, or representations whether, written, electronic, or oral, between the Parties with respect to the subject matter of this Agreement.

Section 41. Mandatory and Permissive. "Shall," "will," and "agrees" are mandatory. "May" and "can" are permissive.

Section 42. Successors and Assigns. All representations, covenants, and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the Parties hereto, shall be binding upon and inure to the benefit of such Party, its successors and assigns.

Section 43. Headings. Headings used in this Agreement are for reference purposes only and shall not be considered in construing this Agreement.

Section 44. Attorney's Fees and Costs. If any action at law or in equity, including action for declaratory relief, is brought to enforce or interpret provisions of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and costs, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such Party may be entitled.

Section 45. Necessary Acts and Further Assurances. The Parties shall, at their own cost and expense, execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this Agreement.

Section 46. Time is of the Essence. Time is of the essence in this Agreement for each covenant and term of a condition herein.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, this Agreement has been entered into by and between District and Vendor as of the Effective Date.

DISTRICT:

VENDOR:

GEORGETOWN DIVIDE PUBLIC UTILITIES DISTRICT, a California Public Utilities District

By: _____
Darrell Creeks, Interim General Manager

Date: _____

By: PACE Supply Corp

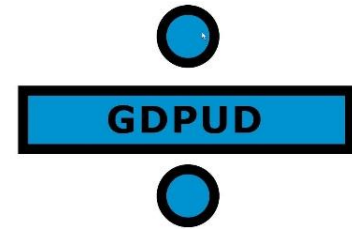
Name: Kurt Shulz

Date: 1/1/21

Approved as to Form:

Barbara A. Brenner, General Counsel
Georgetown Divide Public Utilities District

**REPORT TO THE BOARD OF DIRECTORS
BOARD MEETING OF JULY 13, 2021
AGENDA ITEM NO. 8.E.**



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

PRESENTED BY: Darrell Creeks, Interim 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 4**) 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://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

Due to the unique circumstances of the COVID-impacted year, the conversion to the new accounting software, and the resignation of the Management Analyst in May, the LIRA renewal process was delayed. Because the notification letter to the 217 LIRA customers was not mailed out until June 10, 2021, Staff has continued to accept renewal applications. As of July 6, 2021, 143 customers responded to the notification letter and were renewed. Ten (10) are no longer customers and three (3) have stated they are no longer eligible. Staff has made reasonable attempts to contact the remaining 61 who have not yet responded.

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.

CEQA ASSESSMENT

Not a CEQA project.

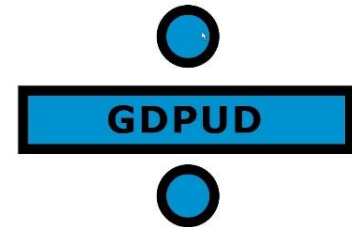
RECOMMENDED ACTION

Staff recommends that the Board receive and file the Status Report provide direction on the amount for the discount being offered by the program.

ATTACHMENTS

1. Staff report of January 9, 2018.
2. Low Income Rate Assistance Program Policy
3. Resolution 2018-04

**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.

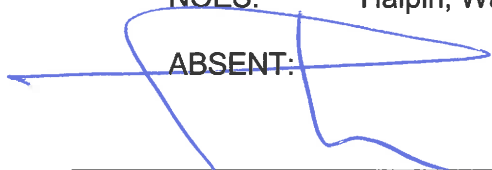
NOW, THEREFORE, IT IS HEREBY RESOLVED that the attached Low-Income Rate Assistance Program for Treated Water Rates is approved, subject to the amount in each adopted annual budget and as amended by the Board.

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

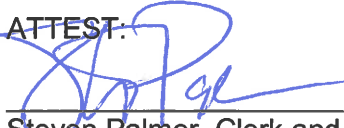
AYES: Hanschild, Souza, Uso

NOES: Halpin, Wadle

ABSENT:



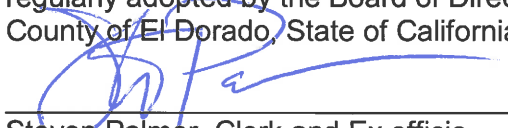
Londres Uso, President
Board of Directors
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

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

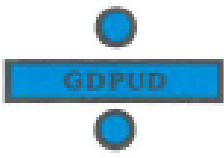
1. Customers may apply at any time; however, they may be placed on a waitlist based on funding availability.
2. District may require up to 60 days to provide determination of customers income eligibility.
3. Discounts will be distributed as listed in Section 7.
4. For customers described in Section 7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



Low Income Rate Assistance Program Application

We are pleased to offer our Low-Income Rate Assistance Program (LIRAP) to those residential customer's (single family dwelling) who meet the guidelines listed below. This program provides a discount on your Base Service Charge for qualified customers. Funding is limited.

Program qualifications:

- *You must be a residential customer and receive treated water service from the District.
- *The Georgetown Divide Public Utility District 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 LIRAP income limits.
- *You must notify the Georgetown Divide Public Utility District if your household no longer qualifies for the PGE program.
- *At time of enrollment you must provide a copy of your PGE bill reflecting your discount for the CARE program, or provide proper income documentation for all household members.
- *You must submit for renewal each year. Eligibility is renewed annually in June. (providing 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 _____

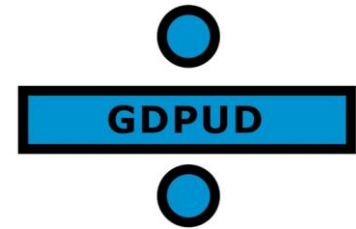
E-Mail _____

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.

**REPORT TO THE BOARD OF DIRECTORS
BOARD MEETING OF JULY 13, 2021
AGENDA ITEM NO. 8.F.**



AGENDA SECTION: NEW BUSINESS

SUBJECT: CONSIDER EXTENDING THE PROFESSIONAL SERVICES AGREEMENT WITH GLORIA OMANIA UNTIL DECEMBER 31, 2021, FOR A TOTAL CONTRACT AMOUNT NOT TO EXCEED \$21,600

PRESENTED BY: Darrell Creeks, Interim General Manager/Operations Manager

BACKGROUND

Gloria Omania was initially assigned to the Georgetown Divide Public Utility District (District) on May 26, 2016, as a part-time temporary employee through a Professional Services Agreement (PSA) with MJT Enterprises, dba as Blue Ribbon Personnel Services (BRPS).

On July 14, 2021, the Board of Directors (Board) approved a Professional Services Agreement (PSA) with Ms. Omania as an independent contractor for a term beginning July 15, 2020, and ending July 15, 2021 (**Attachment 1**).

As an independent contractor, Ms. Omania completed special projects, including the following:

- Preparation of the Technical Management and Financial (TMF) Assessment for the District's application for the SRF Loan to fund the Automated Water Meter Project.
- Completion of the Injury/Illness Prevention Plan required by ACWA JPIA, the District's insurance carrier.
- Coordination of project closure for the construction of the Sweet Water Treatment Plant (formerly the Auburn Lake Trails Water Treatment Plant) involving negotiating final payment to the Contractor, and compliance with State project closure requirements related to the SRF loan (Project Completion Report).
- Miscellaneous special projects as requested (i.e., research history of fund accounts).

DISCUSSION

With the resignation of the District's Board Clerk in January of 2021, Ms. Omania was asked to fill in as Interim Board Clerk. In addition to routine Board Clerk duties, work activities under the PSA extension will include, but is not limited to, the following:

- Updating the Standard Operating Procedures for Board Clerk.
- Assisting in the recruitment and training of a new Board Clerk.
- Coordinating the implementation of the Granicus meetings management program.
- Preparing staff reports and supporting documents, as necessary.

The position of Board Clerk continues to be vacant. Amendment 1 (**Attachment 2**) to the PSA extends the term of the Agreement to December 31, 2021.

FISCAL IMPACT

Amendment 1 to the Professional Services Agreement with Gloria Omania (**Attachment 2**) will provide for continuation of an hourly rate of \$45 until December 31, 2021. Funds for this PSA extension is budgeted in the FY 2021-2022 Interim Budget under Department Code 5600.

CEQA ASSESSMENT

This action is not a CEQA Project.

RECOMMENDED ACTION

Staff recommends the Board of Directors of the Georgetown Divide Public Utility District adopt Resolution 2021-31 (**Attachment 3**) approving Amendment 1 to Professional Services Agreement with Gloria Omania to extend the term through December 31, 2021.

ALTERNATIVES

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

ATTACHMENTS

1. Original Professional Services Agreement with Gloria Omania
2. Amendment 1 Extending Term of PSA
3. Resolution 2021-31 Approving Amendment 1

AGENDA ITEM 8.F.

Attachment 1

Original Professional Services Agreement

GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

PROFESSIONAL SERVICES AGREEMENT

**with Gloria R. Omania, Independent Contractor,
for Grants/Contracts Management and Public Information Development Services**

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into this 15th day of July 2020, (“Effective Date”) by and between the Georgetown Divide Public Utilities District, a California Public Utilities District (“District”), and Gloria Omania, an independent contractor (“Contractor”). District and Contractor 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 seeks to hire an independent contractor to provide the District with loans/grants/contracts management, public information and community outreach services, and other related special projects that are outside the usual course of the District’s business; and

B. Contractor has worked for the District through an agreement with MJT Enterprises (dba as Blue Ribbon Personnel Services) since May 26, 2016, and that association with the District in addition to other work experience provides Contractor with the skills and knowledge necessary to perform the required work; and

C. District shall retain Contractor’s Services subject to the restrictions as set forth in this Agreement and those established under Government Code Section 7522.56, providing guidelines for retired annuitants to continue Working for a California Public Employees’ Retirement System (“CalPERS”) contractor agency such as the District;

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

AGREEMENT

Section 1 – Recitals

The recitals set forth above (“Recitals”) are true and correct and are hereby incorporated into and made part of this Agreement by this reference. In the event of any inconsistency between the Recitals and Sections 1 through 18 of this Agreement, Section 1 through 20 shall prevail.

Section 2 – Scope of Work

Contractor agrees to provide the Services relating to loans/grants/contracts management and public information program activities including, but not limited to, preparation of required reports and documents related to grants, contracts and loans, coordination of special events,

development of a public information program and other special projects not currently performed by District employees.

Section 3 – Term

District and Contractor agree that this Agreement shall be in effect for a one-year period beginning July 15, 2020 and ending July 15, 2021. Contractor shall not exceed Nine Hundred Sixty (960) working hours for the District during the CalPERS Fiscal Year (July 1 - June 30).

Section 4 – Compensation

- A. District agrees to pay, and Contractor agrees to accept on a time and materials basis an amount not to exceed \$43,200, for the completion of services identified in the Scope of Work (Section 2). The services shall be compensated at a rate of \$45 per hour plus mileage at \$0.56/mile or the Federal rate. The total amount is not to exceed \$43,200, unless amended by both parties in writing.
- B. The Contractor shall submit monthly billing invoices to the District identifying the number of hours worked and the specific services provided.
- C. The granting of any payment by the District, or the receipt thereof by Contractor, or any inspection, review, approval or oral statement by any representative of the District, or State certification, shall not, in any way, waive, limit, or replace any certification or approval procedures normally required or lessen the liability of Contractor to re-perform or replace unsatisfactory Service, including but not limited to cases where the unsatisfactory character of such Service may not have been apparent or detected at the time of such payment, inspection, review or approval.
- D. Nothing in this Agreement shall constitute a waiver or limitation of any right, remedy, whether in equity or at law, which the District may have pursuant to this Agreement or any applicable law. All rights and remedies of the District, whether under this Agreement or applicable law, shall be cumulative.

Section 5 – Termination of Agreement

Either Party may terminate this Agreement or any part thereof at any time upon ten (10) days written notice. In the event of any such termination, the Contractor is to be fairly compensated for all work performed to the date of termination, and the District shall be entitled to all work performed.

If the District fails to pay the Contractor within sixty (60) days of the date provided for any payments hereunder, the District agrees that the Contractor shall have the right to consider such default a breach of this Agreement, and Contractor may terminate its duties under this Agreement upon ten (10) days written notice.

Section 6 – Miscellaneous Provisions

- A. Contracting Standard: The Contractor represents and warrants to the District that she is fully experienced and properly qualified to perform Services called for herein.

- B. Contractor is Independent Contractor: The Contractor does not report to the District's General Manager, nor is Contractor a supervisor of or subordinate to any District employee. The Contractor shall finance its own operations hereunder, with the exception of District-provided office space, and shall operate as an independent contractor and not as an agent or employee of the District, and nothing in this Agreement shall be construed to be inconsistent with this relationship or status. The District shall provide the Contractor with office space within the District Office, located at 6425 Main Street, Georgetown, CA 95634, dedicated for the sole purpose of conducting District business.
- C. Contractor's Records: The Contractor shall maintain and make available for inspection by the District and its auditors accurate records of its costs, disbursements, and receipts with respect to any Services under this Agreement that is to be compensated for on the basis of the Contractor's costs. Such inspections may be made during regular office hours at any time until six (6) months after the final payment under this Agreement is made to the Contractor.
- D. Ownership of Data and Reports: All reports and all data compiled and used in the performance of this Agreement shall be the property of the District.
- E. Responsibility for Changes in Work: If the District makes any changes in the work performed by the Contractor hereunder which affect the Contractor's Services, District shall waive any and all liability arising out of such changes as against the Contractor, and the District shall assume all responsibility for such changes, unless the District has given the Contractor prior notice and has received from the Contractor written consent for such changes.
- F. Arbitration: All questions between the Parties as to their rights and obligations under this Agreement are subject to arbitration if agreed to by both Parties. In case of any dispute, either Party may request arbitration by submitting a written request for arbitration to the other Party. If the other Party agrees to arbitration, the disputed matter shall be referred to and decided by two competent persons who are experts in the subject matter of the dispute, one to be selected by the District and the other by the Contractor. In case these two experts cannot agree, they shall select a third arbitrator and the decision of any two of them shall be binding on both Parties.
- G. Assignment: This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the Parties; however, no assignment or subcontract by one Party shall be valid without the prior written consent of the other Party.
- H. Invalidity of Contract Provisions: Should any provision of this contract be found or deemed to be invalid, this Agreement shall be construed as not containing such provision, and all other provisions which are otherwise lawful shall remain in full force and effect, and to this end, the provisions of this contract are declared to be severable.
- I. Place of Making and Performance of Contract: This Agreement shall be deemed to have been made in El Dorado County, California, and the Services required to be performed in El Dorado County, California.

- J. Financial Disclosure: The Contractor shall make all disclosures required by the District's Conflict of Interest Code in accordance with the Contractor category designed by the District, unless the District's General Manager determines in writing that the Contractor's duties are more limited in scope than is warranted by the Contractor category and that a narrower disclosure category should apply. The Contractor also agrees to make disclosure in compliance with the District's Conflict of Interest Code if., at the time after the execution of this Agreement, Contractor's duties under this Agreement warrant greater disclosure by Contractor than was originally contemplated. The Contractor shall make disclosures in the time, place and manner set forth in the District's Conflict of Interest Code and as directed by the District.
- K. Retired Annuitant Requirements: By signing this Agreement, Contractor certifies that there has been a One Hundred Eighty (180) day gap between the date of the retirement and the Effective Date. Contractor certifies that she has not received any unemployment insurance payment from a public employer within the twelve (12) months prior to the Effective Date of this Agreement.

Section 8 – Conformity with Law and Safety

Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal and local governing bodies having jurisdiction over any or all of the Scope of Services, including all provisions of the Occupational Safety and Health Act of 1979 as amended, all California Occupational Safety and Health Regulations, the California Building Code, the American with Disabilities Act, any copyright, patent or trademark law and all other applicable federal, state, municipal and local safety regulations, appropriate trade association safety standards, and appropriate equipment manufacturer instructions. All Services performed by Contractor must be in accordance with these laws, ordinances, codes and regulations. Contractor's failure to comply with any laws, ordinances, codes or regulations applicable to the performance of the Services hereunder may constitute a breach of contract. Should the District discover a violation of any of the applicable laws, ordinances, codes or regulations referred to herein, the District shall give written notice of such violation to the Contractor, and Contractor shall have a reasonable time to cure such violation. In cases where standards conflict, the standard providing the highest degree of protection shall prevail.

If a death, serious personal injury or substantial property damage occurs in connection with the performance of this Agreement, Contractor shall immediately notify the District's General Manager by telephone. If any accident occurs in connection with this Agreement, Contractor shall promptly submit a written report to the District, in such form as the District may require. This report shall include the following information: (a) name and address of the injured or deceased person(s); (b) name and address of the Contractor's subcontractor, if any; (c) name and address of Contractor's liability insurance carrier; and (d) a detailed description of the accident, including whether any of the District's equipment, tools or materials were involved.

Section 9 – Indemnification by Contractor

Contractor agrees to indemnify the District and its elected and appointed councils, boards, commissions, officers, agents, employees, and representatives from any and all claims, costs, and liability for claims of damage, for any property damage or personal injury, including death, which may arise as a result of any negligent or grossly negligent acts or omissions by Contractor or Contractor's contractors, subcontractors, agents, or employees in connection with the Agreement.

Section 10 – Notices

Any notices required to be given pursuant to this Agreement shall be deemed to have been given by their deposit, postage prepaid, in the United States Postal Service, addressed to the parties as follows:

To District: Jeff Nelson, Interim General Manager
Georgetown Divide Public Utility District
P.O. Box 4240
6425 Main Street
Georgetown, CA 95634

With a courtesy copy to: Barbara A. Brenner, Esq.
Churchwell White LLP
1414 K Street, 3rd Floor
Sacramento, CA 95814

To Contractor: Gloria R. Omania
Independent Contractor
4780 Mountain View Drive
Lotus, CA 95651

Nothing hereinabove shall prevent either District or Contractor from personally delivering any such notice to the other.

Section 11 – Jurisdiction

Except as otherwise specifically provided, this Agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be in California. In the event of a dispute, venue in any court action shall be the County of El Dorado.

Section 12 – Integration

This agreement, together with its specific references, attachments and exhibits constitutes the entire Agreement of District and Contractor as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing signed by both Parties.

Section 13 – Non-Discrimination

In connection with the performance of Contractor pursuant to this Agreement, Contractor will not willfully discriminate against any employee or applicant for employment because of race, color, religion, gender, sexual orientation, sex, age, disability, genetic information, marital status, amnesty, ancestry, national origin, or status as a covered veteran in accordance with applicable federal or state statutes. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, gender, sexual orientation, sex, age, disability, genetic information, marital status, amnesty, ancestry, national origin, or status as a covered veteran. Such action shall include, but not be limited to, the following: employment, upgrading or promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship

Section 14 – Waiver

No covenant, term, or condition or the breach thereof shall be deemed waived, except by written consent of the Party against whom the waiver is claimed, and any waiver of the breach of any covenant, term, or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term, or condition.

Section 15 – Authority

All Parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement and the names, titles, and capacities herein stated on behalf of any entities, persons, states, or firms represented or purported to be represented by such entities, persons, states or firms and that all former requirements necessary or required by the state or federal law in order to enter into the Agreement have been fully complied with. Further, by entering into this Agreement, either Party hereto shall have breached the terms or conditions of any other contract or agreement to which such Party is obligated, which such breach would have a material effect hereon.

Section 16 – Drafting and Ambiguities

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

Section 17 – Counterparts

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

Section 18 – Attorney’s Fees and Costs

If any action at law or in equity, including action for declaratory relief, is brought to enforce or interpret provisions of this Agreement, the prevailing Party shall be entitled to reasonable attorney’s fees and costs, which may be set by the court in the same action or in a separate

action brought for that purpose, in addition to any other relief to which such Party may be entitled.

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

DISTRICT:

GEORGETOWN DIVIDE PUBLIC UTILITIES DISTRICT,
a California Public Utilities District

By: Jeff Nelson
Jeff Nelson, Interim General Manager

Date: 31 July 2020

CONTRACTOR:

Gloria R. Omania, Independent Contractor

By: Gloria R. Omania
Gloria Omania

Date: 7-31-2020

Approved as to Form:

Barbara A. Brenner, General Counsel

Date: _____

GLORIA RAMIL OMANIA
4780 Mountain View Drive, Lotus, CA 95651
925-250-3063 ♦ gloriaomania@gmail.com

RESUME

OBJECTIVE

I am a retiree seeking a temporary/part-time position with an organization who can benefit from a hard-working and technically skilled professional with extensive government experience. I have excellent people skills and an expansive set of organizational, management, and support skills developed through many years of experience as a manager and administrative support specialist.

KEY SKILLS:

- Keen Understanding of Government Systems
- Staff Development and Training
- Community Relations
- Policy Research
- Report Preparation
- Event Planning
- Computer Skills (Word, Excel, Power Point, Print Shop, Graphics)
- 100+ wpm

EXPERIENCE:

MJT Enterprises, dba Blue Ribbon Personnel Services, placed with the Georgetown Divide Public Utility District, Administrative Assistant, May 2026 to Present

- Managed disbursement requests to the State Water Resources Control Board for a \$10M State Revolving Fund Loan for the construction of a \$12.4M water treatment plant project.
- Managed reimbursement requests to the Environmental Protection Agency for a \$1.4M Grant.
- Managed reimbursement requests on a \$1M CABY Grant Project.
- Provided administrative support to the Board of Directors
- Provided project management assistance to the District Consulting Engineer on capital improvement projects.
- Completed special projects as assigned, i.e., planning and staffing community events, public workshops and meetings, coordinated the production of a video construction tour.

Tom Torlakson for State Superintendent of Public Instruction (2010 and 2014 Campaigns), Campaign Manager and Fundraiser, November 2009 to December 2013

- Played key role in the development of campaign strategy and managed a team of paid and volunteer staff.
- Responsible for implementing fundraising plan to ensure Senator Torlakson's successful election in 2010 and re-election in 2014 to State Superintendent of Public Instruction.

California State Legislature

Senator Tom Torlakson, District 76, Chief Advisor, December 2000 – November 2009

- Managed district office.
- Developed and supervised community outreach strategies.
- Participated in legislative policy development.

Assembly Member Tom Torlakson, District 11, District Chief of Staff, December 1996 – November 2000

- Managed district office.
- Developed and supervised community outreach strategies.
- Participated in legislative policy development.

Contra Costa County Board of Supervisors, Chief of Staff, March 1981 – December 1996

- Managed the Office of County Supervisor Tom Torlakson.
- Represented the Supervisor in the community.
- Interacted regularly with county department heads on a variety of issues on behalf of the County Supervisor.

PERSONAL:

Over 45 years ago, I was offered a good job that quickly became a better job and through hard work and dedication, that better job grew into an outstanding and meaningful career in the legislative and representative level of public service.

REFERENCES:

- Former State Superintendent of Public Instruction Tom Torlakson
- George Sanders, Consulting Engineer
- Others available upon request.



THE HARTFORD
BUSINESS SERVICE CENTER
3600 WISEMAN BLVD
SAN ANTONIO TX 78251

July 22, 2020

Georgetown Divide Public Utility
District
PO Box 4240
GEORGETOWN CA 95634-4240

Account Information:

Policy Holder Details :	Gloria Omania
--------------------------------	---------------



Contact Us

Business Service Center
Business Hours: Monday - Friday
(7AM - 7PM Central Standard Time)
Phone: (866) 467-8730
Fax: (888) 443-6112
Email: agency.services@thehartford.com
Website: <https://business.thehartford.com>

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,
Your Hartford Service Team



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/22/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USAA INSURANCE AGENCY INC/PHS 65814991 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78251	CONTACT NAME:	
	PHONE (A/C, No, Ext): (866) 467-8730	FAX (A/C, No): (888) 443-6112
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC#
INSURED Gloria Omanla 4780 MOUNTAIN VIEW DR LOTUS CA 95651-9743	INSURER A: Sentinel Insurance Company Ltd.	11000
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YYY)	LIMITS
A	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> General Liability			65 SBM AB6038	07/23/2020	07/23/2021	EACH OCCURRENCE \$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000
							MED EXP (Any one person) \$10,000
							PERSONAL & ADV INJURY \$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:						GENERAL AGGREGATE \$2,000,000
							PRODUCTS - COMP/OP AGG \$2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT E.L. DISEASE -EA EMPLOYEE E.L. DISEASE - POLICY LIMIT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations.

CERTIFICATE HOLDER

Georgetown Divide Public Utility
 District
 PO Box 4240
 GEORGETOWN CA 95634-4240

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Susan D. Castaneda

© 1988-2015 ACORD CORPORATION. All rights reserved.

AGENDA ITEM 8.F.

Attachment 2

Amendment No. 1 to

Professional Services Agreement with Gloria Omania

**GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT
PROFESSIONAL SERVICES AGREEMENT**

(Effective Date: July 15, 2020)

with

GLORIA R. OMANIA

AMENDMENT NO. 1

This **AMENDMENT NO. 1** is limited to SECTION 3 – TERM of the above-referenced Agreement. Under Amendment No. 1, the following paragraph is hereby added to the end of SECTION 3 – TERM:

District and Contractor agree to extend this Agreement to December 31, 2021.

This concludes the change under AMENDMENT NO. 1

IN WITNESS WHEREOF, the Parties hereto have executed and entered this **AMENDMENT NO. 1** on the day and year identified below.

GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT:

INDEPENDENT CONTRACTOR:

By: _____
Darrell Creeks, Interim General Manager
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

By: _____
Gloria R. Omania

Date: _____

Date: _____

Approved as to Form:

Barbara A. Brenner, Legal Counsel

AGENDA ITEM 8.E.

Attachment 3

Resolution 2021-

RESOLUTION NO. 2021-31
OF THE BOARD OF DIRECTORS OF THE
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT
AMENDING PROFESSIONAL SERVICES AGREEMENT
WITH GLORIA OMANIA FOR ADMINISTRATIVE ANALYST SERVICES

WHEREAS, Gloria Omania has been assigned to the Georgetown Divide Public Utility District since May 26, 2016, through a Professional Services Agreement with MJT Enterprises, dba as Blue Ribbon Personnel Services (BRPW); and

WHEREAS, on July 14, 2020, the Board of Directors adopted Resolution 2020-34 approving a Professional Service Agreement with Gloria Omania for administrative analyst services for the period beginning July 15, 2020, until July 15, 2021, for an amount not to exceed \$43,200.

WHEREAS, when the District's Board Clerk resigned in January of 2020, Ms. Omania was asked to fill in as Interim Board Clerk to perform routine duties and special projects including the updating of the Standard Operating Procedures for the Board Clerk position, assisting in the recruitment and training when the new Board Clerk is hired; and coordinating the implementation and training for the Granicus meetings management program.

WHEREAS, the District has deemed it necessary to extend Ms. Omania's Agreement to allow for the completion of special projects.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT THAT Amendment 1 to the Professional Service Agreement with Gloria Omania is approved for administrative analyst services be extended to December 31, 2021, for an amount not to exceed \$21,600 for the six-month period.

PASSED AND ADOPTED by the Board of Directors of the Georgetown Divide Public Utility District at a meeting of said Board held on the 13th day of July 2021, by the following vote:

AYES:

NOES:

ABSENT/ABSTAIN:

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

Attest:

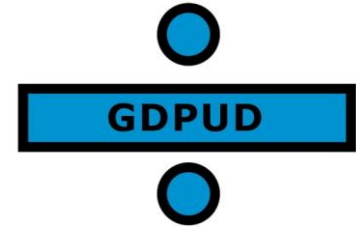
Darrell Creeks, Clerk and Ex officio
Secretary, Board of Directors
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

CERTIFICATION

I hereby certify that the foregoing is a full, true, and correct copy of Resolution 2021-31 duly and regularly adopted by the Board of Directors of the Georgetown Divide Public Utility District, County of El Dorado, State of California, on this 13th day of July 2021.

Darrell Creeks, Clerk and Ex officio
Secretary, Board of Directors
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

**REPORT TO THE BOARD OF DIRECTORS
BOARD MEETING OF JULY 13, 2021
AGENDA ITEM 8.H.**



AGENDA SECTION: NEW BUSINESS

SUBJECT: RECEIVE UPDATE ON DROUGHT CONDITIONS

PREPARED BY: Adam Brown, Water Resources Manager

APPROVED BY: Darrell Creeks, Interim General Manager

BACKGROUND

At the request of President Saunders this staff report provides an update of Drought Conditions. On April 21, 2021, the State of California issued a State of Emergency Proclamation that outlined the States preliminary response to drought conditions throughout California. The State has not directed the District to curtail water use.

The 2020 Urban Water Management Plan (UWMP) and Water Shortage Contingency Plan (WSCP) completed June 2020 outlines the District's decision making procedures and response actions in response water supply conditions. The District's decision making period occurs during the second week of April.

DISCUSSION

On April, 13, 2021, the Board of Directors declared a normal water year, based on the Stumpy Meadows Reservoir's storage which at the time was approximately 18,038 acre-feet (ac-ft). The District's forecasting tool executed on April 6, 2021, most conservative projection scenario anticipated Stumpy Meadows Capacity to be at 10,429 ac-ft at the end of 2020/2021 water year. The District's forecasting tool executed on July 2, 2021, anticipates Stumpy Meadows Capacity to be at 10,800 ac-ft at the end of 2020/2021 water. Results are included in Attachment 1 and are posted on the District's website. Stumpy Meadows Reservoir is currently at 75 percent of capacity.

The current outlook of Stumpy Meadows Reservoir Capacity is slightly better than during the second week of April. District staff will continue to monitor State drought declarations that may impact the District's water supply.

FISCAL IMPACT

There is no fiscal impact.

CEQA ASSESSMENT

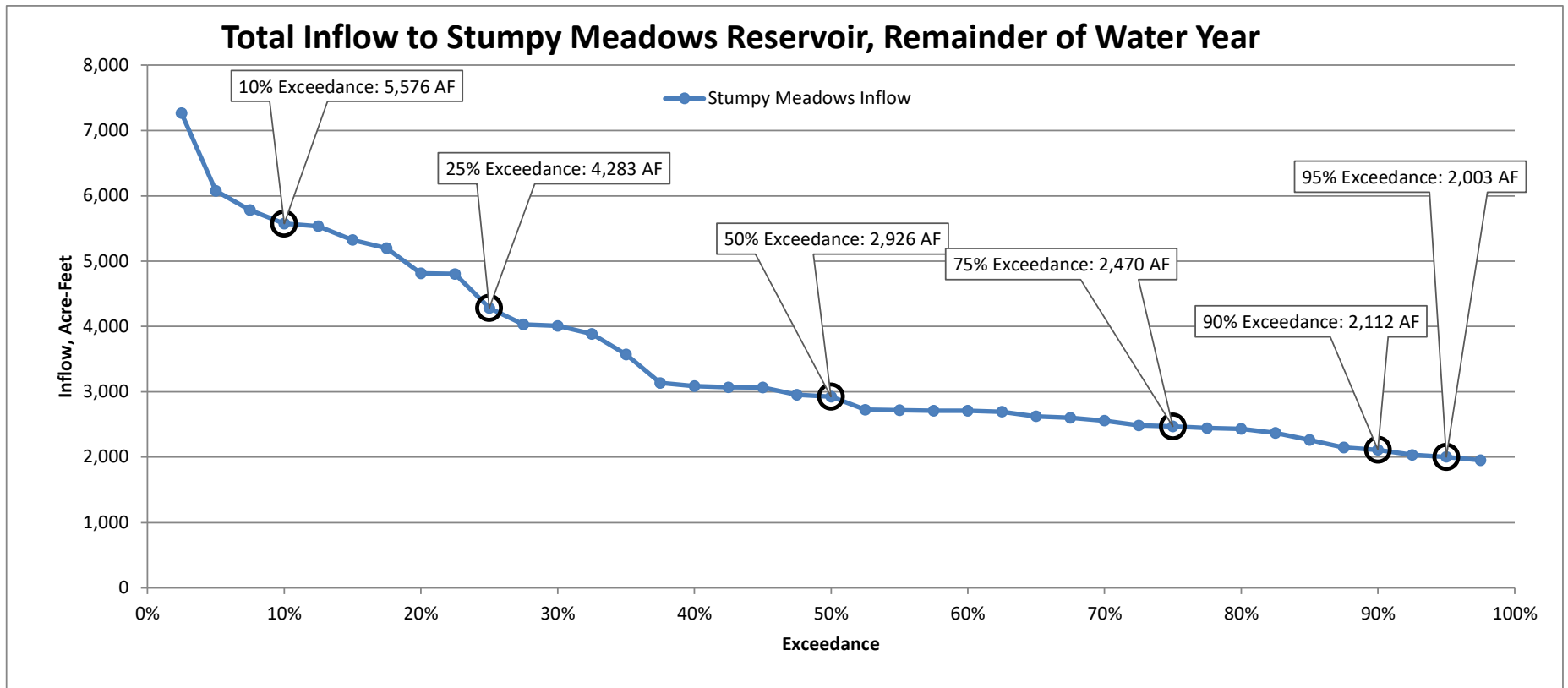
This is not a CEQA project.

RECOMMENDED ACTION

Staff recommends no action at this time.

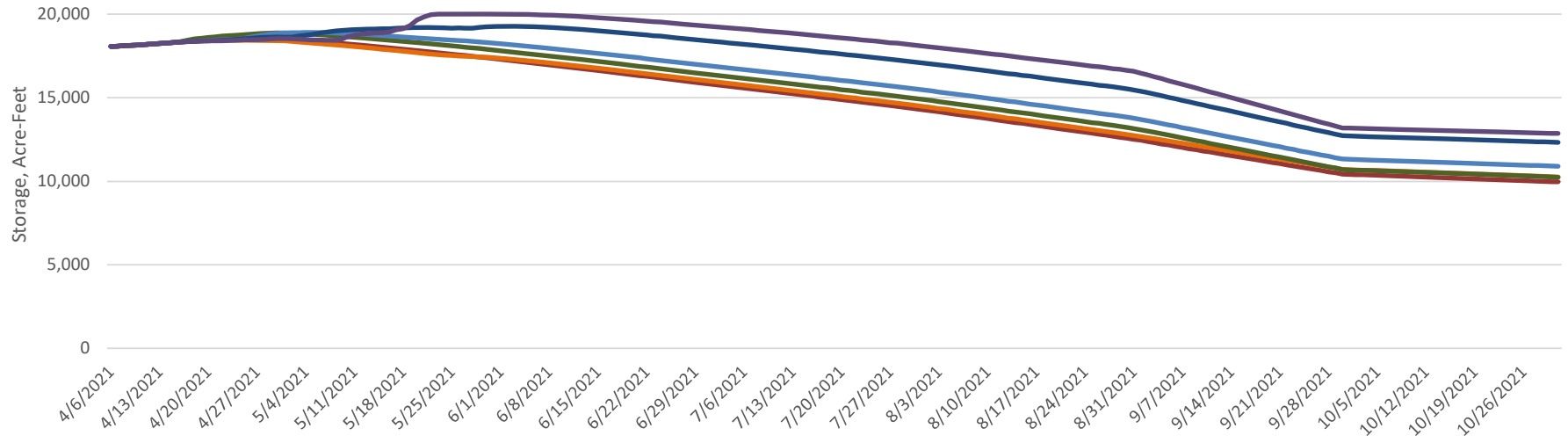
ATTACHMENTS

1. Forecast Charts



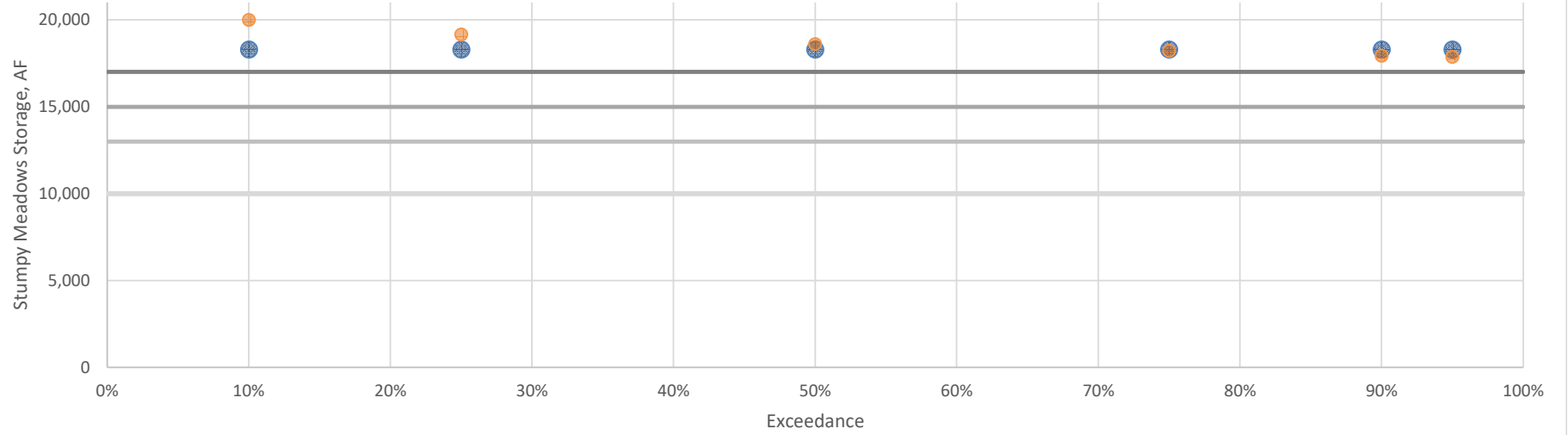
Stumpy Meadows Reservoir Storage

95 percent exceedance 90 percent exceedance 75 percent exceedance 50 percent exceedance 25 percent exceedance 10 percent exceedance



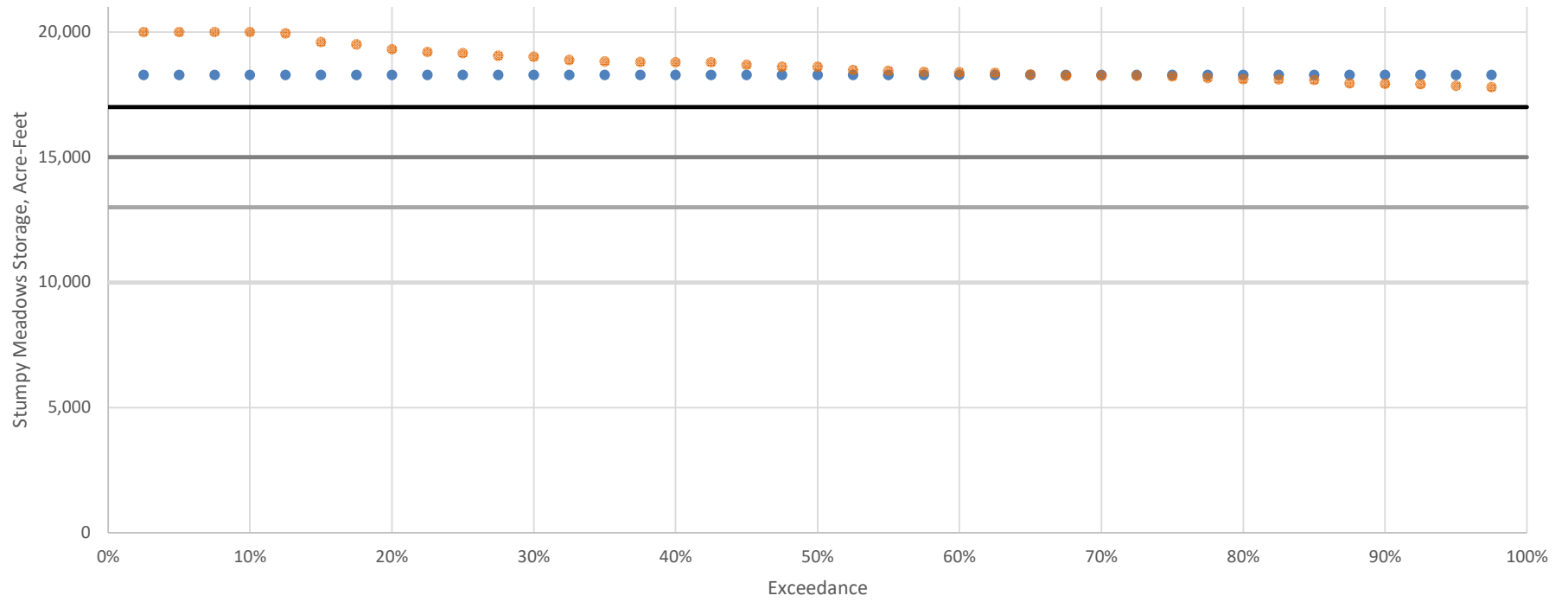
Delivery Capability

● April 15th Storage ● May 15th Storage — 15% supply Reduction — 25% Supply Reduction — 35% Supply Reduction — 50% Supply Reduction

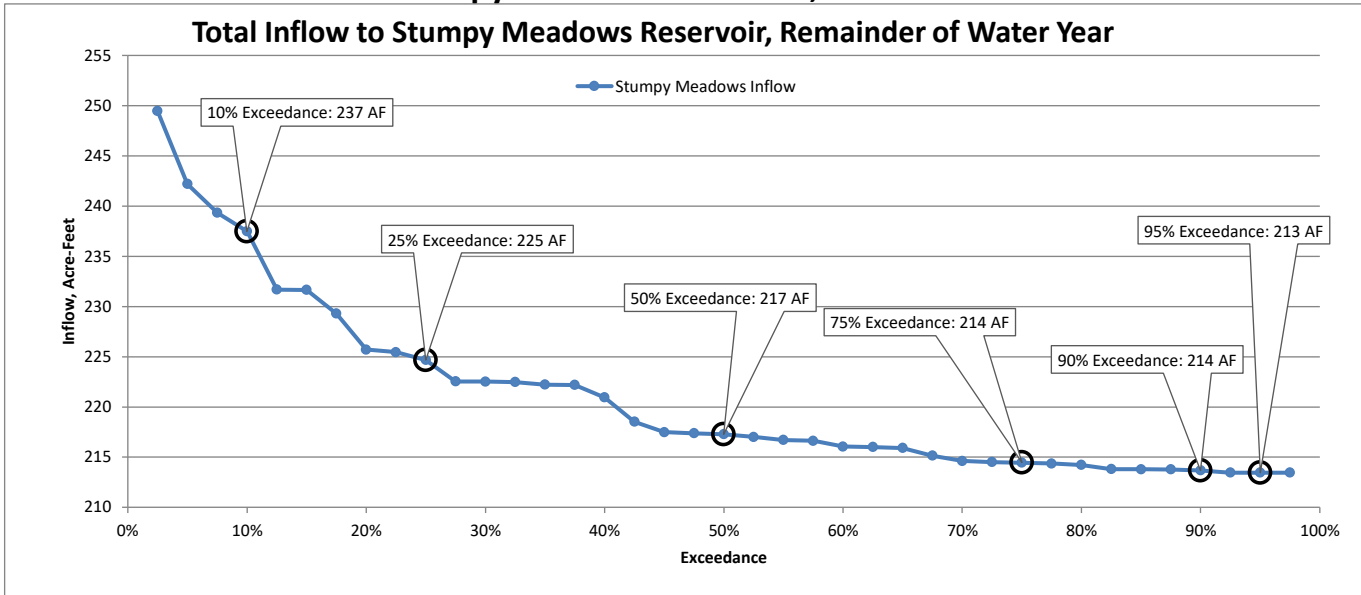


Delivery Capability

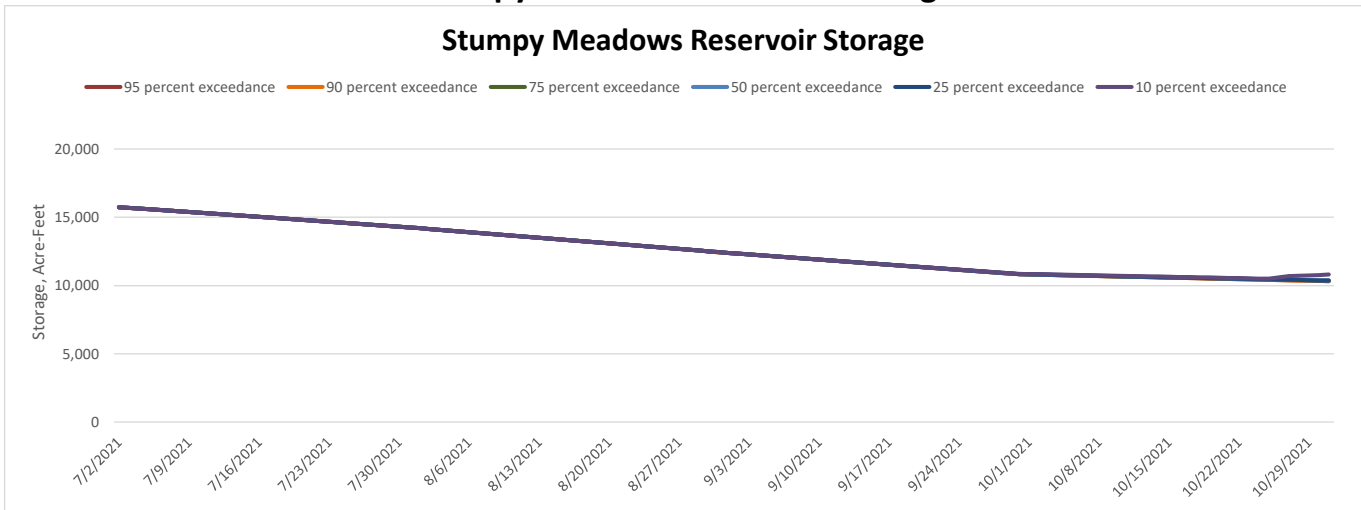
● Apr 15th Storage ● May 15th Storage — 15% supply Reduction — 25% Supply Reduction — 35% Supply Reduction — 50% Supply Reduction



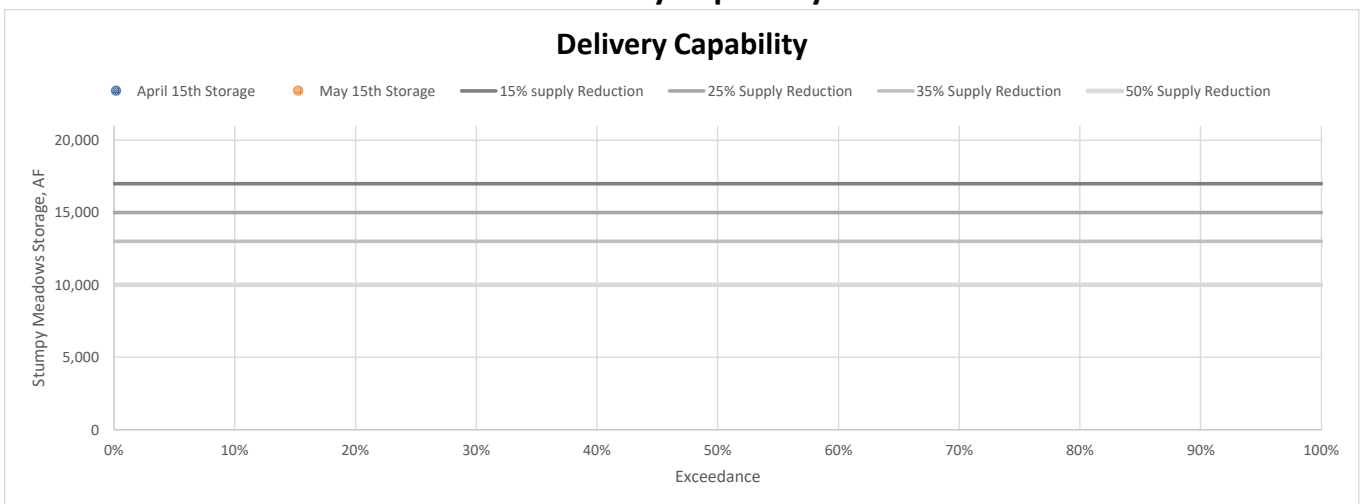
Total Inflow to Stumpy Meadows Reservoir, Remainder of Water Year



Stumpy Meadows Reservoir Storage



Delivery Capability



Delivery Capability

**REPORT TO THE BOARD OF DIRECTORS
BOARD MEETING OF JULY 13, 2021
AGENDA ITEM NO. 8.A.**



AGENDA SECTION: PUBLIC HEARINGS

**SUBJECT: PUBLIC HEARING – PROPOSITION 4, APPROPRIATION
LIMIT – RESOLUTION 2021-32**

PRESENTED BY: Darrell Creeks, Interim General Manager/Operations Manager

BACKGROUND

As required by law, local governments must hold a public hearing to establish the appropriations limit for the upcoming fiscal year. Today's hearing was set the Board by Resolution 2021-24 (Attachment 1) and provides the opportunity for the public to comment. This hearing was noticed in the Georgetown Gazette and a copy of the Proof of Publication is included with this report as Attachment 2.

In November of 1979, the voters of the State of California approved Proposition 4, more commonly known as the (Paul) Gann Initiative. The proposition places limits on 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, but the formula for calculating the limits began with the 1978-79 "base year" tax revenues. Since that time, the District has been setting a public hearing annually to establish its appropriation limit (maximum general tax revenue that can be spent), which is derived from information received from the State Department of Finance during May. The change factor is based on the per capita personal income change for the year and population change for unincorporated areas of El Dorado County.

DISCUSSION

The limit for FY 2021-22 is calculated to be \$3,109,457. The District is compliant with the appropriation limit since the estimated general tax revenue for FY 2021-22 is \$11,687,194, which is considerably less than the limit.

A copy of Resolution 2021-32 is included as Attachment 3.

FISCAL IMPACT

This action has no fiscal impact.

CEQA ASSESSMENT

Not a CEQA Project.

**Public Hearing – Establishing Proposition 4
Appropriations Limit**

Page 2 of 2

Board Meeting of July 13, 2021
Agenda Item No. 9

RECOMMENDED ACTION

Staff recommends the Board of Directors of the Georgetown Divide Public Utility District (GDPUD) conduct the public hearing and adopt Resolution 2020-32 setting the Proposition 4 Appropriation Limit for the District.

ATTACHMENTS

1. Resolution 2021-24 Setting the Prop 4 Hearing
2. Proof of Publication
3. Resolution 2021-32 Establishing Appropriations Limit

AGENDA ITEM 9

Attachment 1

Resolution 2021-24

AGENDA ITEM 9

Attachment 2

Proof of Publication

AGENDA ITEM 8.A.

Attachment 3

Resolution 2021-32

RESOLUTION NO. 2021-24
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 2021-2022 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 July 13, 2021, 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 \$3,109,457.

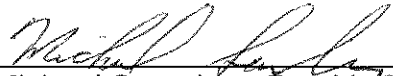
NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT THAT the Public Hearing to establish the Proposition 4 Appropriations Limit for Fiscal Year 2020-2021 is set for July 13, 2021, at 2:00 PM.

PASSED AND ADOPTED by the Board of Directors of the Georgetown Divide Public Utility District at a meeting of said Board held on the 8th day of June 2021, by the following vote:

AYES: THORNBROUGH, MACDONALD, SEAMAN, STEWART
 SAUNDERS


NOES:

ABSENT/ABSTAIN:



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


Attest:



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

CERTIFICATION

I hereby certify that the foregoing is a full, true and correct copy of Resolution 2021-24 duly and regularly adopted by the Board of Directors of the Georgetown Divide Public Utility District, County of El Dorado, State of California, on this 8th day of June 2021.



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

GEORGETOWN
GAZETTE
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:

6/17

All in the year 2021

I certify (or declare) under penalty of perjury that the foregoing is true and correct.
Dated at Placerville, California, this 17th day of **JUNE, 2021**

Missin Ravis

Signature

**NOTICE OF PUBLIC HEARING
GEORGETOWN DIVIDE
PUBLIC UTILITY DISTRICT
ESTABLISHMENT OF
APPROPRIATIONS LIMIT**

NOTICE IS HEREBY GIVEN that a Public Hearing will be held on Tuesday, July 13, 2021, at 2:00 PM, by the Georgetown Divide Public Utility District to establish, by Resolution No. 2021-24, the Appropriations Limit for the 2021-2022 fiscal year for the Georgetown Divide Public Utility District, as described in Article XIII B of the State Constitution. This public hearing will be held in accordance with Executive Order N-2920, issued by Governor Gavin Newsom on March 17, 2020, the Ralph M. Brown Act (California Government Code Section 54950, et. seq.) and the Federal Americans Disability Act. This meeting will not be physically open to the public; all members of the public may participate in the meeting via video conference at

[https://us02web.zoom.us/j/](https://us02web.zoom.us/j/81145708292?pwd=MFhWUUZqS3o5aWtPMVZCd2dTRGZyUT09)

[81145708292?pwd=MFhWUUZqS3o5a](https://us02web.zoom.us/j/81145708292?pwd=MFhWUUZqS3o5aWtPMVZCd2dTRGZyUT09)

[WtPMVZCd2dTRGZyUT09](https://us02web.zoom.us/j/81145708292?pwd=MFhWUUZqS3o5aWtPMVZCd2dTRGZyUT09)

Meeting ID: 811 4570 8292

Password: 473132

or via teleconference by calling

10699-900-6833

Meeting ID: 811 4570 8292

Password: 473132

The proposed appropriations limit is \$3,109,457 as determined by applying a factor of 1.0689 to the 2020-2021 appropriations limit. The District's property tax receipts for the 2018-19 fiscal year are anticipated to be \$1,687,194, which is well below the limit bringing the District in compliance with the Appropriations Limit.

At said hearing, the Georgetown Divide Public Utility District Board of Directors will consider all comments by interested persons.

Date: June 8, 2021

/s/ Jeff Nelson

JEFF NELSON, PE

Interim General Manager

GEORGETOWN DIVIDE PUBLIC UTILITY
DISTRICT

6/17

001692