

**REPORT TO THE BOARD OF DIRECTORS
BOARD MEETING OF December 14th, 2021
AGENDA ITEM NO. 9C**



AGENDA SECTION: NEW BUSINESS

SUBJECT: CONSIDER AUTHORIZING RELEASE OF RFP FOR TOTAL COMPENSATION/STAFFING LEVEL STUDY

PREPARED BY: Adam Coyan, General Manager

APPROVED BY: Adam Coyan, General Manager

BACKGROUND

In 2011 the last Total Compensation Study had been completed. In 2016 and 2017 a Grand Jury investigation was completed on the District. Finding 5 was that employee compensation was too low for an agency their size, which was detrimental to recruitment and retention. Finding 6 was that the current staffing levels were not sufficient and impaired the Districts ability to operate. The recommendation was to review staffing level and offer competitive salaries to attract qualified staff.

DISCUSSION

In the last nine years there have been twelve general managers counting interims. Not counting interims, it would be nine. Also, in the last nine years there have been nineteen administrative aids to fill the three front office positions. Finally, in the last nine years there have been 7 Office Managers/ Financial Analyst.

FISCAL IMPACT

This study was not included in the fiscal year 21/22 budget. We would need a budget amendment for fund 100-5600-51300 " Outside Services/ Consultants".

CEQA ASSESSMENT

This is not a CEQA project.

RECOMMENDED ACTION

Staff recommends the Board of Directors of the Georgetown Divide Public Utility District (GDPUD) adopt the attached Resolution approving/authorizing the RFP for Human Resources Consulting Services to study Total Compensation and Staffing Levels. This is to comply with the 2016-2017 Eldorado County Grand Jury Investigation.

ATTACHMENTS

1. 2016/2017 El Dorado County Grand Jury Investigation (Please refer to Attachment 1 of Agenda Item 9A)
2. Draft RFP for Total Compensation/Staffing Level Study

GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

REQUEST FOR PROPOSAL

Human Resource Consulting Services

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

Proposal Submission Deadline (date/time):

Submit Proposal to:

REGISTERING YOUR EMAIL ADDRESS FOR QUESTIONS CONCERNING THIS REQUEST FOR PROPOSAL:

Potential respondents who want to receive changes, additions, and deletions to the RFP, as well as a copy of all the questions and responses by the District should submit an email address to the Georgetown Divide Public Utility District (District) by emailing gm@gd-pud.org by _____. Those who submit an email address will receive a confirmation of receipt from the District. If an email address is submitted and a confirmation email is not received, please call Adam Coyan, District General Manager, at (530) 333-4356.

PLEASE SUBMIT EMAIL ADDRESS VIA EMAIL TO:

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

PLEASE EMAIL YOUR QUESTIONS, DO NOT CALL WITH YOUR QUESTIONS.

INTRODUCTION

General Information

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

Proposals submitted will be evaluated by individuals from the District and/or outside agencies. During the evaluation process, the District reserves the right, where it may serve the District's best interest, to request additional information or clarifications from proposers, or to allow corrections of errors or omissions. At the discretion of the District, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.

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

Term of Engagement

To conduct and complete a comprehensive Total Compensation Study (including a not-to-exceed price, acceptable to both the District and the selected firm).

Subcontracting

Firms submitting proposals may not subcontract portions of the engagement to other qualified firms.

NATURE OF SERVICES REQUIRED

Scope of Work

The District is soliciting the services of Human Resource Consulting Services to:

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

DESCRIPTION OF THE DISTRICT

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

Background Information

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

The District has an operating budget of approximately \$5 million for the fiscal year ending June 30, 2020. The District employs approximately 21 full-time employees and 1 part-time employee.

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

Pension Plans & Benefits

The District participates in the California Public Employees Retirement System (CalPERS) an agent multiple-employer plan. Actuarial Services for the plan are provided by CalPERS.

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

Joint Ventures

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

Availability of Prior Salary Survey

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

ASSISTANCE TO BE PROVIDED TO THE Human Resources Consulting Firm

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

PROPOSAL REQUIREMENTS

Contact with personnel of the District other than, General Manager, regarding this Request for Proposal may be grounds for elimination from the selection process.

Transmittal Letter

A signed transmittal letter confirming the proposer's understanding of the work to be done, the commitment to perform the work within the time period depicted in this RFP, a statement of why the firm believes itself to be best qualified to perform the engagement, and an acknowledgement that the proposal is a firm and irrevocable offer.

Technical Proposal

The purpose of the Technical Proposal is to demonstrate the qualifications, competence and capacity of the firms seeking to undertake the compensation survey for the District in conformity with the requirements of this RFP. As such, the substance of proposals will carry more weight than their form or manner of presentation. The Technical Proposal should specify a total compensation survey approach that will meet the RFP's requirements.

The Technical Proposal should address all the points outlined in the RFP (excluding any cost information, which should only be included in the Cost Proposal). The Technical Proposal should be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the requirements of the RFP.

While additional data may be presented, the following subjects (Items 1 through 6) must be included. They represent the criteria against which the proposal will be evaluated:

1. Independence

The firm should provide an affirmative statement that it is independent of the District.

The firm should also list and describe the firm's professional relationships involving the District for the past five (5) years, together with a statement explaining why such relationships do not constitute a conflict of interest.

In addition, the firm shall give the District written notice of any professional relationships entered into during the period of this agreement.

2. License to Practice in California

An affirmative statement should be included that the firm and all assigned key professional staff are properly licensed to practice in California.

3. Firm Qualifications and Experience

The proposer should state the size of the firm, and the location of the office from which the work on this engagement is to be performed, and the number and nature of the professional staff to be employed in this engagement on a full-time basis and the number and nature of the staff to be so employed on a part-time basis.

If the proposer is a joint venture or consortium, the qualifications of each firm comprising the joint venture or consortium should be separately identified and the firm that is to serve as the principal should be noted, if applicable.

The firm shall provide information on the circumstances and status of any disciplinary action taken or pending against the firm during the past three (3) years with state regulatory bodies or professional organizations.

4. Partner, Supervisory and Staff Qualifications, Experience and Continuity

The proposal should identify the principal supervisory and management staff, including engagement partners, managers, other supervisors, and specialists, who would be assigned to the engagement.

As much information as possible must be provided for each person regarding the number, qualifications, experience, and training, including relevant continuing professional education, of the specific staff to be assigned to this engagement. Indicate how the quality of staff over the term of the agreement will be assured.

Engagement partners, managers, other supervisory staff and specialists may be changed if those personnel leave the firm, are promoted or are assigned to another office. These personnel may also be changed for other reasons with the express prior written permission of the District. However, in either case, the District retains the right to approve or reject replacements.

Consultants and firm specialists mentioned in response to this request for proposal can only be changed with the express prior written permission of the District, which retains the right to approve or reject replacements.

5. Prior Engagements with the District

The proposal must list separately all engagements within the last five years, ranked on the basis of total staff hours, for the District by type of engagement. Indicate the scope of work, date, engagement partners, total hours, the location of the firm's office

from which the engagement was performed, and the name and telephone number of the principal client contact.

6. *Similar Engagements with Other Special Districts*

List the most significant engagements (maximum of five) performed in the last five years that are similar to the engagement described in this Request for Proposal. These engagements should be ranked on the basis of total staff hours. Indicate the scope of work, date, engagement partners, total hours, and the name and telephone number of the principal client contact.

The Technical Proposal is not to be more than ten single-sided pages in length, including single page resumes of persons to be assigned to the project.

Cost Proposal – Total All-Inclusive Not-to-exceed Price

(Appendix C is a Proposed Format for the Cost Proposal)

The Cost Proposal should contain all pricing information relative to performing the tasks described in this RFP. The total all-inclusive not-to-exceed price is to contain all direct and indirect costs including all out-of-pocket expenses.

The District will not be responsible for expenses incurred in preparing and submitting the Technical Proposal or the Cost Proposal. Such costs should not be included in the proposal.

The first page of the Cost Proposal should include the following information:

- Name of Firm
- Certification that the person signing the Cost Proposal is entitled to represent the firm, empowered to submit the proposal, and authorized to sign a contract with the District.
- A total all-inclusive not-to-exceed price for the services.
- Rates by Partner, Specialist, Supervisory, and Staff Level, and hours anticipated for each.

The second page of the Cost Proposal should include a schedule of professional fees and expenses that supports the total all-inclusive not-to-exceed price.

Rates for Additional Professional Services

If it should become necessary for the District to request the Human Resource Consulting Firm to render any additional service to either supplement the services requested in this RFP, or to perform additional work as a result of the specific request by the District, then the additional work shall be performed only if set forth in an addendum to the contract between the District and the firm. Any such additional work agreed to between the District and the firm shall be performed at the same rates set forth in the schedule of fees and expenses included in the Cost Proposal.

Manner of Payment

Progress payments will be made on the basis of hours of work completed during the course of the engagement and out-of-pocket expenses incurred in accordance with the firm's Cost Proposal. Interim billing shall cover a period of not less than a calendar month. Ten percent (10%) will be withheld from each billing pending acceptance of the firm's final reports by the Board of Directors. The District pays bills each month in conjunction with the regular Board of Directors meeting. Progress payment requests received no later than eight (8) days prior to the regular Board of Directors meeting for the month will be approved for payment at the regular Board of Directors meeting.

Right to Reject Proposals

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

Appendix A

Proposed Professional Services Agreement

The successful bidder will be required to execute an agreement with the District substantially in the form of this agreement.

PROFESSIONAL SERVICES AGREEMENT

with

For Human Resource Consulting Services

THIS AGREEMENT, made and entered into this ____ day of _____ by and between the Georgetown Divide Public Utility District ("DISTRICT"), and _____, ("CONSULTANT").

SECTION 1 - ORGANIZATION AND CONTENTS

- SECTION 1 ORGANIZATION AND CONTENTS
- SECTION 2 SCOPE OF CONSULTING SERVICES
- SECTION 3 NOTICE TO PROCEED AND EFFECTIVE DATE OF CONTRACT;
PROGRESS; COMPLETION
- SECTION 4 PERFORMANCE
- SECTION 5 COMPENSATION
- SECTION 6 CHANGES TO SCOPE - BASIC
- SECTION 7 COMPLIANCE WITH LAWS, RULES, REGULATIONS
- SECTION 8 EXHIBITS INCORPORATED
- SECTION 9 RESPONSIBILITY OF CONSULTANT
- SECTION 10 RESPONSIBILITY OF DISTRICT
- SECTION 11 TERM
- SECTION 12 TERMINATION FOR CONVENIENCE OF DISTRICT
- SECTION 13 TERMINATION OF AGREEMENT FOR CAUSE
- SECTION 14 INTEREST OF OFFICIALS AND CONSULTANT
- SECTION 15 SUBCONTRACTING
- SECTION 16 SUCCESSORS AND ASSIGNS
- SECTION 17 INDEPENDENT CONTRACTOR
- SECTION 18 INDEMNIFICATION
- SECTION 19 OWNERSHIP OF DOCUMENTS

SECTION 20 DOCUMENTATION/ ACCESS TO RECORDS
SECTION 21 NOTICES
SECTION 22 JURISDICTION
SECTION 23 INTEGRATION

SECTION 2 - SCOPE OF CONSULTING SERVICES - BASIC; SCHEDULE

CONSULTANT agrees to perform all work necessary to complete in a manner satisfactory to DISTRICT, those items described in Exhibit "A" entitled "Scope of Work" attached hereto and incorporated herein by this reference as if set forth in full.

SECTION 3 - TIME OF PERFORMANCE

Upon execution of this Agreement by the parties, CONSULTANT shall diligently proceed with the work authorized and complete it within the agreed time period. CONSULTANT shall proceed with each phase and description of the work in the attached Exhibit "A" upon receipt of verbal notification by DISTRICT.

SECTION 4 - PERFORMANCE

CONSULTANT shall perform its obligations under this Agreement in accordance with the job description attached as Exhibit "A".

SECTION 5 - COMPENSATION

For services performed pursuant to this Agreement, the parties agree that CONSULTANT shall be compensated in an amount not to exceed \$_____ according to the schedule of rates and charges set forth in the attached Exhibit B.

CONSULTANT shall be paid on a regular schedule, no more frequently than monthly, and no later than thirty (30) days following submission of a written, acceptable billing to DISTRICT. Said billing shall indicate the number of hours worked. CONSULTANT shall submit a detailed monthly progress report to DISTRICT describing the progress of the work to be performed.

SECTION 6 - CHANGES TO SCOPE

DISTRICT may at any time, and upon a minimum of ten (10) days written notice, modify the scope of basic services to be provided under this Agreement. CONSULTANT shall, upon receipt of said notice, determine the impact on both time and compensation of such change in scope and notify DISTRICT in writing. Upon agreement between DISTRICT and CONSULTANT as to the extent of said impacts on time and compensation, an amendment to this Agreement shall be prepared describing

such changes. Execution of the amendment by DISTRICT and CONSULTANT shall constitute the CONSULTANT's notice to proceed with the changed scope.

SECTION 7 - COMPLIANCE WITH LAWS, RULES, REGULATIONS

All services performed by CONSULTANT pursuant to this Agreement shall be performed in accordance and full compliance with all applicable and non-conflicting Federal, State or City statutes, and any rules or regulations promulgated there under, as interpreted by the appropriate enforcement agency at the time of performance of this project.

SECTION 8 - EXHIBITS INCORPORATED

All Exhibits referred to in this Agreement and attached to it are hereby incorporated in it by this reference.

SECTION 9 - RESPONSIBILITY OF CONSULTANT

By executing this Agreement, CONSULTANT warrants to DISTRICT that it possesses, or will arrange to secure from others, all of the necessary professional consulting capabilities, licenses, certifications, experience, resources and facilities to provide to DISTRICT the services contemplated under this Agreement. CONSULTANT further warrants that it will follow the best current, generally accepted practice of the consulting profession to make findings, render opinions, prepare factual presentations, and provide professional advice and recommendations regarding the project for which services are rendered under this Agreement.

SECTION 10 - RESPONSIBILITY OF DISTRICT

To the extent appropriate to the project contemplated by this Agreement, DISTRICT shall:

- A. Assist CONSULTANT by placing at its disposal all available information pertinent to the project, including previous reports and any other relevant data.
- B. Guarantee access to and make all provisions for CONSULTANT to enter upon public and private property as required for CONSULTANT to perform its services.
- C. Examine all studies, reports, proposals and other documents presented by CONSULTANT, and render verbally or in writing as may be appropriate, decisions pertaining thereto within a reasonable time so as not to delay the services of CONSULTANT.

D. Designate in writing a person to act as DISTRICT's representative with respect to all work to be performed under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define DISTRICT's policies and decisions with respect to materials, equipment, elements and systems pertinent to CONSULTANT'S services.

SECTION 11 - TERM

This Agreement shall be effective on the date first above written and shall terminate upon completion of the services.

SECTION 12 - TERMINATION FOR CONVENIENCE OF DISTRICT

DISTRICT may terminate this Agreement at any time by giving notice to CONSULTANT of such termination and specifying the effective date thereof, at least ninety (90) days before the effective date of such termination. In such event, all finished or unfinished documents and other materials shall, at the option of DISTRICT, become its property. If this Agreement is terminated by DISTRICT as provided herein, CONSULTANT shall be paid the amount due for the services performed.

SECTION 13 - TERMINATION OF AGREEMENT FOR CAUSE

A. DISTRICT may, by written notice to CONSULTANT, terminate the whole or any part of this Agreement in any one of the following circumstances:

1. If CONSULTANT fails to perform the services called for by this Agreement within the time(s) specified herein, or any extension thereof; or
2. If CONSULTANT fails to perform the services called for by this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these two circumstances does not correct such failure within a period of ten (10) days (or such longer period as DISTRICT may authorize in writing) after receipt of notice from DISTRICT specifying such failure.

B. In the event DISTRICT terminates this Agreement in whole or in part as provided in Paragraph "A" above, DISTRICT may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

C. Except with respect to defaults of subcontractors, CONSULTANT shall not be liable for any excess costs if the failure to perform arises out of causes beyond the control and without the fault or negligence of CONSULTANT. Such causes include, but are not limited to, acts of God or of the public enemy, acts of government, in either its

sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, and unusually severe weather. In the event the failure to perform is caused by the default of a subcontractor, CONSULTANT shall not be liable for failure to perform, unless the services to be furnished by the subcontractor were obtainable from other sources in sufficient time and within budgeted resources to permit CONSULTANT to meet the required delivery schedule or other performance requirements.

D. Should the Agreement be terminated as provided in Paragraph "A" above, CONSULTANT shall provide DISTRICT with copies of all finished and unfinished documents, data, studies, services, drawings, maps, models, photographs, reports, etc., prepared by CONSULTANT pursuant to this Agreement. Upon termination as provided in Paragraph "A" above, CONSULTANT shall be paid the value of the work performed, as determined by DISTRICT, less payments of compensation previously made. Payments previously made by DISTRICT to CONSULTANT shall be credited to the amount payable to CONSULTANT for allowable costs as provided herein, except, however, CONSULTANT shall be entitled to a proportionate fixed fee, if any, which in the opinion of DISTRICT, it has legitimately earned and was not related to the cause for which this Agreement was terminated.

E. If after notice of termination of this Agreement, as provided for in this Section, it is determined for any reason that CONSULTANT was not in default under the provisions of this Section or that the default was excusable under the provisions of this Section, then the rights and obligations of the parties shall be the same as if the Agreement had been terminated for the convenience of DISTRICT.

SECTION 14 - INTEREST OF OFFICIALS AND CONSULTANT

CONSULTANT hereby covenants that it has, at the time of the execution of this Agreement, no interest, and that it shall not acquire any interest in the future, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed pursuant to this Agreement. CONSULTANT further covenants that in the performance of this work, no person having any such interest shall be employed.

SECTION 15 - SUBCONTRACTING

CONSULTANT shall not subcontract or otherwise assign any portion of the work to be performed under this Agreement without the prior written approval of DISTRICT.

SECTION 16 - SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and shall inure to the benefit of any successors to or assigns of the parties. CONSULTANT shall not assign, delegate or transfer the rights and duties under this Agreement or any part thereof without the prior written consent of DISTRICT.

SECTION 17 - INDEPENDENT CONTRACTOR

DISTRICT and CONSULTANT agree that CONSULTANT is an independent contractor. CONSULTANT shall be solely responsible for the conduct and control of the work performed under this Agreement. CONSULTANT shall be free to render consulting services to others during the term of this Agreement, so long as such activities do not interfere with or diminish CONSULTANT'S ability to fulfill the obligations established herein to DISTRICT.

SECTION 18 - INDEMNIFICATION/INSURANCE

A. **Workers' Compensation Insurance** - By its signature hereunder, CONSULTANT certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and it will comply with such provisions before commencing the performance of the work of this agreement.

B. **Indemnification** - To the fullest extent permitted by law, CONSULTANT will defend, indemnify and hold harmless the DISTRICT, its directors, officers, employees, or authorized volunteers, and each of them from and against:

1. When the law establishes a professional standard of care for the CONSULTANT'S services, all claims and demands of all persons arising out of the performance (or actual or alleged non-performance) of the work under this agreement, for damages to persons or property due to the CONSULTANT'S negligent or willful acts, errors or omissions committed. CONSULTANT shall defend itself against any and all liabilities, claims, losses, damages, and costs arising out of or alleged to arise out of CONSULTANT'S performance or non-performance of the work hereunder, and shall not tender such claims to the DISTRICT nor to its directors, officers, employees, or authorized volunteers, for defense or indemnity.

2. Any and all actions, proceedings, damages, costs, expenses, penalties or liabilities, in law or equity, of every kind or nature whatsoever, arising out of,

resulting from, or on account of the violation of any governmental law or regulation, compliance with which is the responsibility of CONSULTANT.

3. Any and all losses, expenses, damages (including damages to the work itself), attorneys' fees, and other costs, including all costs of defense, which any of them may incur with respect to the failure, neglect, or refusal of CONSULTANT to faithfully perform the work and all of the CONSULTANT'S obligations under the agreement. Such costs, expenses, and damages shall include all costs, including attorneys' fees, incurred by the indemnified parties in any lawsuit to which they are a party.

CONSULTANT shall defend, at CONSULTANT'S own cost, expense and risk, any and all such aforesaid suits, actions, or other legal proceedings of every kind that may be brought or instituted against DISTRICT or its directors, officers, employees, or authorized volunteers.

CONSULTANT shall pay and satisfy any judgment, award or decree that may be rendered against DISTRICT or its directors, officers, employees, or authorized volunteers, in any and all such suits, actions, or other legal proceedings.

CONSULTANT shall reimburse DISTRICT or its directors, officers, employees, or authorized volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

CONSULTANT'S obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the DISTRICT, or its directors, officers, employees, or authorized volunteers.

GENERAL CONDITIONS

Laws, Regulations and Permits - The CONSULTANT shall give all notices required by law and comply with all laws, ordinances, rules and regulations pertaining to the conduct of the work. The CONSULTANT shall be liable for all violations of the law in connection with work furnished by the CONSULTANT. If the CONSULTANT performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, the CONSULTANT shall bear all costs arising there from.

Safety - The CONSULTANT shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its work, the CONSULTANT shall at all times exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed, and be in compliance with all applicable federal, state and local statutory and regulatory requirements including California Department of Industrial

Relations (Cal/OSHA) regulations.

Liability Insurance - The CONSULTANT shall provide and maintain at all times during the performance of this agreement, the following commercial general liability, professional liability and automobile liability insurance:

Coverage - Coverage shall be at least as broad as the following:

1. Coverage for Professional Liability appropriate to the CONSULTANT'S profession covering CONSULTANT'S wrongful acts, negligent actions, errors or omissions. The retroactive date (if any) is to be no later than the effective date of this agreement.
2. Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 0001)

Limits - The CONSULTANT shall maintain limits no less than the following:

1. Professional Liability - One million dollars (\$1,000,000) per claim and annual aggregate.
2. General Liability - One million dollars (\$1,000,000) per occurrence for Bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit or products-completed operations aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2503, or ISO CG 2504, or insurer's equivalent endorsement provided to the DISTRICT) or the general aggregate limit and products-completed operations aggregate limit shall be twice the required occurrence limit.

Required Provisions -

1. The policies specified above are to state, or be endorsed to state, that coverage shall not be canceled by the insurance carrier or the CONSULTANT, except after thirty (30) days (10 days for non-payment of premium) prior written notice by U.S. mail has been given to the DISTRICT.
2. Any failure to comply with the reporting or other provisions of the policies including breaches and warranties shall not affect coverage provided to the DISTRICT, its directors officers, employees, or authorized volunteers.

Such liability insurance shall indemnify the CONSULTANT and its sub-consultants against loss from liability imposed by law upon, or assumed under contract by, the CONSULTANT or its sub-consultants for damages on account of such bodily injury (including death), property damage, personal injury, completed operations, and products liability.

The general liability policy shall cover bodily injury and property damage liability, owned and non-owned equipment, blanket contractual liability, completed operations liability, explosion, collapse, underground excavation, and removal of lateral support.

The automobile liability policy shall cover all owned, non-owned, and hired automobiles.

All of the insurance shall be provided on policy forms and through companies satisfactory to the DISTRICT.

Deductibles and Self-Insured Retentions - Any deductible or self-insured retention must be declared to and approved by the DISTRICT. At the option of the DISTRICT, the insurer shall either reduce or eliminate such deductibles or self-insured retentions.

Acceptability of Insurers - Insurance is to be placed with insurers having a current A.M. Best rating of no less than A-: VII or equivalent or as otherwise approved by the DISTRICT.

Evidences of Insurance - Prior to execution of the agreement, the CONSULTANT shall file with the DISTRICT a certificate of insurance (Acord Form 25-S or equivalent) signed by the insurer's representative evidencing the coverage required by this agreement. Such evidence shall also include confirmation that coverage includes or has been modified to include Required Provisions 1 and 2.

The CONSULTANT shall, upon demand of the DISTRICT, deliver to the DISTRICT such policy or policies of insurance and the receipts for payment of premiums thereon.

Continuation of Coverage - If any of the required coverages expire during the term of this agreement, the CONSULTANT shall deliver the renewal certificate(s) to the DISTRICT at least ten (10) days prior to the expiration date.

Sub-Consultants - In the event that the CONSULTANT employs other consultants (sub-consultants) as part of the services covered by this agreement, it shall be the CONSULTANT'S responsibility to require and confirm that each sub-consultant meets the minimum insurance requirements specified above.

SECTION 19 - OWNERSHIP OF DOCUMENTS

The final report shall be the property of District and consultant shall provide District with an electronic version of the report upon request.

SECTION 20 - DOCUMENTATION/ACCESS TO RECORDS

CONSULTANT shall document the results of the work to the satisfaction of DISTRICT. Such documentation may include preparation of progress and final reports, plans, specifications and estimates, or similar evidence of attainment of contract objectives.

SECTION 21 - 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:

a. to DISTRICT: Georgetown Divide Public Utility District
P.O. Box 4240
Georgetown, CA 95634

b. To CONSULTANT:

Nothing hereinabove shall prevent either DISTRICT or CONSULTANT from personally delivering any such notices to the other.

SECTION 23 - 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 that State. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of the Agreement shall be in full force and effect.

SECTION 24 - INTEGRATION

This agreement represents the entire understanding of DISTRICT and CONSULTANT 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 DISTRICT and CONSULTANT.*

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement the day and year first above written.

DATED: _____

CONSULTANT

By: _____

DATED: _____

DISTRICT

GEORGETOWN DIVIDE PUBLIC
UTILITY DISTRICT

By: _____

Adam Coyan, General Manager

APPROVED AS TO FORM:

Barbara Brenner, Churchwell White LLC
Attorney for GDPUD

Appendix B

Key Personnel

Adam Coyan, General Manager

Darrell Creeks, Operations Manager

Adam Brown, Water Resources Manager

Stephanie Beck, Human Resource Specialist

Appendix C

Proposed Cost Proposal Format

Name of Firm: _____

Certification:

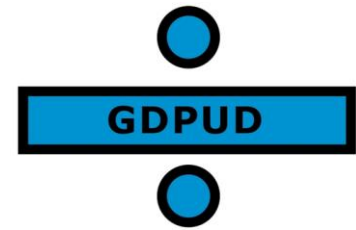
I, [name of person signing certification] , certify by signing bellow, that I am entitled to represent the firm above, empowered to submit this proposal, and authorized to sign a contract with the District.

(signature)

Staffing Rates & Estimated Hours

Description	Partner	Specialist	Supervisory	Staff	Clerical
FY 2021-22 Rates					
Hours					

**REPORT TO THE BOARD OF DIRECTORS
BOARD MEETING OF DECEMBER 14, 2021
AGENDA ITEM NO. 9.D.**



AGENDA SECTION: NEW BUSINESS

SUBJECT: CABY RESOLUTION OF SUPPORT

PREPARED BY: Adam Brown, Water Resources Manger

APPROVED BY: Adam Coyan, General Manager

BACKGROUND

The Cosumnes, American, Bear and Yuba (CABY) Integrated Regional Water Management (IRWM) Region consists of four watersheds including the Cosumnes, American, Bear, and Yuba Rivers. CABY Regional Water Management Group (RWMG) prepares an Integrated Regional Water Management Plan (IWRMP) that was most recently updated in 2021, which was updopted by Department of Water Resources (DWR) on August 26, 2021. The authorization allows access to the Proposition 1 funding opportunity.

DISCUSSION

At the workshop level, the District particpated in the development of the IRWMP upate. A total of \$1,001,788 of funding is available to the CABY region from the Proposition 1 funding opportunity to be awarded in Spring 2022. With limited funding available the District is working with El Dorado County Water Agency (EDWA) to prepare a regional scope to increase the District likelihood for funding.

In order to qualify for the funding opportunity a resolution of support is required to be adopted by the District's Board of Directors. The resolution of support if included as Attachment 1.

FISCAL IMPACT

There is no direct fiscal impact, however; a funding opportunity may result from adoption of the resolution.

CEQA ASSESSMENT

This is not a CEQA Project

RECOMMENDED ACTION

Staff recommends the Board of Directors adopt the CABY resolution of support.

ATTACHMENTS

1. CABY Resolution of Support

AGENDA ITEM X.X.

Attachment 1

Resolution of Support

RESOLUTION NO. 2021-

**OF THE BOARD OF DIRECTORS OF THE
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT
SUPPORT THE COSUMNES, AMERICAN, BEAR AND YUBA (CABY) INTEGRATED
REGIONAL WATER MANAGEMENT PLAN (IRWMP)**

WHEREAS, population growth and development in the State of California will continue to pressure water resources, and balancing the needs of urban, agricultural, environmental and recreational water supplies will be a challenge for all involved in water management; and

WHEREAS, the CABY Integrated Regional Water Management (IRWM) Region consists of four (4) watersheds including the Cosumnes, American, Bear, and Yuba Rivers and twelve (12) sub-watersheds within the north central Sierra Nevada defined by the California Department of Water Resources (DWR) through their “Regional Acceptance Process”; and

WHEREAS, the CABY Stakeholder Group is composed of a diverse group of public agencies, water providers, agriculture, business, residential water users, community, recreation, and environmental organizations and tribal interests who have jointly developed a CABY Integrated Regional Water Management Plan (IRWMP) and have formally endorsed the CABY IRWMP; and

WHEREAS, the CABY Stakeholder Group chooses representatives to serve as the CABY Regional Water Management Group (RWMG); and

WHEREAS, the CABY RWMG has formulated a cooperative governance structure necessary to implement the IRWMP as described in the IRWMP; and

WHEREAS, the IRWMP serves as a voluntary planning document that identifies a broadly supported vision, guiding principles, goals, objectives and projects to enhance the beneficial uses of water for the CABY region; and

WHEREAS, this collaborative planning effort is intended to formulate water management strategies for the region and prioritize projects that address watersheds and regional issues; coordinate with other IRWMPs; address local, state and federal plans’ priorities; achieve multiple benefits; encompass more than one watershed; and meet short- and long-term water resources needs; and

WHEREAS, an integrated regional approach to water management will streamline individual efforts and increase efficiencies; the CABY IRWMP will also increase partnership, collaboration and organizational capacity; and collaborative management will provide a forum for stakeholder input and support for projects that address the goals and objectives for the CABY region; and

WHEREAS, this regional planning effort will improve regional competitiveness for grant funding for projects and efforts to implement the IRWMP and achieve agency or organizational goals; and

WHEREAS, in January of 2018 the CABY RWMG began working on the update to the CABY IRWMP that was adapted in 2014; and

WHEREAS, by adopting this resolution of support, this organization is eligible to participate in the Stakeholder Group and is eligible to serve on the CABY on the CABY RWMG; and

WHEREAS, the IRWMP is not be a legally binding document, but rather a regional compact with commitments to work together as a region to implement the plan; and

WHEREAS, through the IRWMP references many plan, and the adoption of the IRWMP does not equal an endorsement of all such plans or endorsement of all the plans that are referenced; and

WHEREAS, the IRWMP will be a living document, reviewed and updated over time, and signatory organizations can remain involved or terminate their involvement at any time.

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

The 2021 Cosumnes, American, Bear and Yuba Integrated Regional Water Management Plan is hereby approved and adopted as a voluntary document and plan.

PASSED AND ADOPTED by the board of Directors of the Georgetown Divide Public Utility District at a meeting of said Board held on the 14th day of December 2021, by the following vote:

AYES:

NOES:

ABSENT/ABSTAIN:

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

Attest:

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

CERTIFICATION

I hereby certify that the foregoing is a full, true and correct copy of Resolution 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 the 14th day of December, 2021.

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