



OLYMPIC VALLEY PUBLIC SERVICE DISTRICT



EXHIBIT F-6
4 Pages

MUTUAL WATER COMPANY – OPERATIONS & MAINTENANCE AGREEMENT FOURTH AMENDMENT

DATE: June 29, 2021

TO: District Board Members

FROM: Brandon Burks, Operations Manager

SUBJECT: Squaw Valley Mutual Water Company – Operations & Maintenance Services Agreement Renewal

BACKGROUND: District staff has provided operations and maintenance (O&M) services to the Squaw Valley Mutual Water Company (MWC) since July 1, 2014. The current 5-year O&M contract was approved by the OVPSD Board of Directors on June 27, 2017 and expires on June 30, 2022.

The contract pricing includes an annual increase that mirrors the cost of living adjustment (COLA) provision in the Operations MOU, which renews every year on July 1st. The price of Basic Services increased by \$139 per month for the 2021-2022 fiscal year.

DISCUSSION: As proposed in Article 5 and Exhibit C of the 5 year contract, with the addition of the 2018, 2019, 2020 and 2021 COLA's, the District will provide Basic Services for a rate of \$7,609 per month and Additional Services on a time and materials (T&M) basis. Additional Services will be provided by the District on an as-needed basis and as directed by the MWC Board of Directors.

There is an annual COLA equal to the average of two Consumer Price Indices (CPIs) as indicated in Exhibit C of the Agreement. The annual adjustment will apply to the Basic Services portion of the contract and wages for the Additional Services.

ALTERNATIVES: This report is for information only; no action is requested of the Directors.

FISCAL/RESOURCE IMPACTS: The District's Operations Department is currently staffed and equipped to provide these services without any anticipation of needing additional operators or equipment.

RECOMMENDATION: This report is for information only.

ATTACHMENTS: Amendment #4 between the Olympic Valley Public Service District and the Squaw Valley Mutual Water Company for the Operation and Maintenance of the Squaw Valley Mutual Water Company's Water System 2021-2022.

DATE PREPARED: June 22, 2021

**FOURTH AMENDMENT TO THE AGREEMENT
BETWEEN OLYMPIC VALLEY PUBLIC SERVICE DISTRICT
AND SQUAW VALLEY MUTUAL WATER COMPANY
FOR THE OPERATION AND MAINTENANCE OF
THE SQUAW VALLEY MUTUAL WATER COMPANY'S WATER SYSTEM FOR
FISCAL YEAR 2021-2022**

This Agreement is made by and between the Olympic Valley Public Service District, a body politic organized under the California Water Code ("District"), and Squaw Valley Mutual Water Company, a nonprofit mutual benefit corporation ("the Mutual").

WHEREAS, the Mutual owns and operates a municipal water supply, storage and delivery system for residents of Olympic Valley;

WHEREAS, the Mutual requires consistent operation, maintenance and service of its Water Supply, Storage and Delivery System ("Water System");

WHEREAS, the Mutual and the District entered into an Agreement for operation and maintenance services for the Mutual's Water System;

NOW, THEREFORE, IT IS AGREED as follows:

WHEREAS, the Parties did reserve the right to amend from time to time such Agreement in whole or in part.

NOW THEREFORE, pursuant to the provisions of Article 5, Section F. Renegotiation of Rates and Section J. Amendments of the Agreement and by signature below, the Parties do hereby amend the Agreement as follows:

Article 5 Section A: Basic Services monthly rate is increased by a 1.86% Cost of Living Adjustment (COLA) and increases the monthly rate to \$7,609.

Article 5 Section B: Hourly labor rates used to calculate the cost of Additional Services are increased by a 1.86% COLA and are listed in the revised version of Exhibit D and apply to fiscal year 2021-22.

Article 5 Section D: The limitation on the Basic Service yearly is increased by a 1.86% COLA and increases the annual limit to \$91,308.

Exhibit D: Hourly labor rates used to calculate the cost of Additional Services are increased by a 1.86% COLA and are listed in the revised version of Exhibit D and apply to fiscal year 2021-22.

Miscellaneous: This Fourth Amendment to the Agreement modifies the Agreement and shall control in the event of any inconsistencies. In all other respects, the Agreement shall remain in full force and effect and shall be incorporated herein by reference. All terms not defined herein shall have the definitions set forth in the Agreement. This Fourth Amendment may be executed

in counterparts, which taken together, shall constitute one amendment. Each person executing this Fourth Amendment warrants that he/she has the authority to execute this Fourth Amendment from the party on whose behalf said person is purporting to execute it.

IN WITNESS WHEREOF, the Parties executed this Fourth Amendment on the date referenced below and by their signatures, understand and agree to be bound by any and all terms within the Agreement.

Dated:

Olympic Valley Public Service District, a
public entity

By:

Michael Geary, General Manager

Attest:

Jessica Asher, Board Secretary

Dated:

By:

John Johnson, President

Attest:
