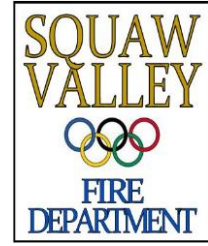




SQUAW VALLEY PUBLIC SERVICE DISTRICT



ADMINISTRATION/OFFICE REPORT

DATE: January 30, 2018
TO: District Board Members
FROM: Kathryn Obayashi-Bartsch, Secretary to the Board
SUBJECT: Monthly Report

DISCUSSION: Form 700 Statement of Economic Interests

All Board members are required to complete an annual Statement of Economic Interests for filing with Placer County and the State of California Fair Political Practices Commission. The 2018 form and detailed instructions were distributed in January, 2018. Completed forms must be returned to the District by February 23rd for review. Once reviewed, the forms are submitted to Placer County by mid-March and will be forwarded to the State of California.

Board Member Professional Development

The AB 1825 Sexual Harassment Prevention is a mandatory training which fulfills the training requirement for two years. Another requirement of Board members is the AB 1234 Ethics Training. Director Ilfeld took the trainings in 2017 and will not need to take the trainings until 2019. All other Board members completed the required trainings in 2016 and will need to take the trainings in 2018. The trainings are available as a webinar (set time/date), an on-demand webinar and as an in-person training. Please contact staff if you have questions or need assistance registering for a class.

Winter Newsletter

The District's winter newsletter will be distributed to customers in the next few weeks. This edition contains information about the PlumpJack Municipal Well Project, Truckee River Siphon Project, Squaw Valley Bike Trail Snow Removal Project, the Fire Department's Fire and Safety Notes and a new face at the District; Sam Donahue.

Total Compensation Systems, Inc.

Effective June 30th, the District must be in compliance with Government Accounting Standards Board (GASB) 75 pronouncement: Accounting and Financial Reporting for Postemployment Benefit Plans Other Than Pensions.

This pronouncement requires government agencies to recognize their unfunded accrued other post- employment benefits (OPEB) obligation on the face of their financial statements; and requires government agencies in all types of OPEB plans to present more extensive note disclosures about their OPEB liabilities. Per the auditor's recommendation, staff engaged Total Compensation Systems, Inc. to perform the valuation as well as the required disclosures. This is a two year contract for a total of \$5,130. Please see the attached service agreement for more information.

ATTACHMENTS: Total Compensation Systems Consulting Services Agreement and PCWA News Release regarding Middle Fork Project (1/19/18)

DATE PREPARED: January 24, 2018

CONSULTING SERVICES AGREEMENT

This Agreement is entered into effective the 1st day of December, 2017 by and between Total Compensation Systems, Inc. ("Consultant"), a California corporation with principal offices located at 5655 Lindero Canyon Road, Suite 223, Westlake Village, California, 91362 and Squaw Valley Public Service District ("Customer").

The following shall govern the provision of consulting services by Consultant to Customer.

1. Consulting Services. Consultant shall provide the consulting services described on Schedule 1 attached hereto.
2. Compensation to Consultant. Customer shall pay Consultant for the consulting services described on Schedule 1 attached hereto the compensation set forth on Schedule 2 attached hereto.
3. Term and Termination. (a) Term. This Agreement shall commence on the date first written above and shall continue in effect until July 31, 2018, or until all consulting services described on Schedule 1 have been performed, whichever occurs first, unless sooner terminated in accordance with the provisions of this Agreement. (b) Termination Without Cause. This agreement may be terminated at any time by either party upon sixty (60) days prior written notice to the other party. (c) Termination With Cause. Either party shall have the right to terminate this Agreement upon the failure of either party to observe any of the covenants and agreements required to be observed by it under this Agreement, and such failure continues for a period of thirty (30) days after written notice thereof. (d) Rights and Obligations after Termination. Termination of this agreement shall not relieve either party of any rights or obligations arising out of the Agreement prior to termination, with the exception that the amount of the final payment that shall be made by Customer shall be based solely upon the percentage of work that was completed by Consultant.
4. Customer Will Provide Information. Customer shall provide Consultant with the information necessary for Consultant to provide the consulting services described on Schedule 1 attached hereto.
5. Authorization to Acquire Information. Customer hereby authorizes Consultant to acquire the necessary information reasonably required by Consultant to provide the consulting services described on Schedule 1 attached hereto from any agency, agencies, source or sources.
6. Customer's Right to Provide Information. Customer represents and warrants to Consultant that it has the right to provide the information that will be given by Customer to Consultant, or which will be acquired by Consultant pursuant to paragraphs 4 and 5 above.
7. Limitation on Services. Customer understands that Customer retains sole authority and responsibility for the operation and design of all Customer's employee benefit plans.
8. Ownership of Systems and Materials. All systems, programs, operating instructions, forms and other documentation prepared by or for Consultant shall be and remain the property of Consultant. All data source documents provided by Customer shall remain the property of Customer.
9. Indemnification. (a) By Customer. Customer hereby agrees to defend and indemnify Consultant and hold Consultant harmless against any claims, injury, costs or damages (including actual attorneys' fees incurred) resulting from Customer's gross negligence or willful misconduct. (b) By Consultant. Consultant hereby agrees to defend and indemnify Customer and hold Customer

harmless against any claims, injury, costs or damages (including actual attorneys' fees incurred) resulting from Consultant's gross negligence or willful misconduct.

10. General.

- a. Relationship of the Parties. The relationship between Consultant and Customer established by this Agreement is that of independent contractors. Consultant and Customer shall each conduct its respective business at its own initiative, responsibility, and expense, and shall have no authority to incur any obligations on behalf of the other.
- b. Force Majeure. No party shall have liability for damages or non-performance under this Agreement due to fire, explosion, strikes or labor disputes, water, acts of God, war, civil disturbances, acts of civil or military authorities or the public enemy, transportation, facilities, labor, fuel or energy shortages, or other causes beyond that party's control.
- c. Entire Agreement. This Agreement and the Schedules attached hereto contain the entire agreement between the parties and supersedes all previous agreements and proposals, oral or written, and all negotiations, conversations, or discussions between the parties related to the subject matter of this Agreement. This Agreement shall not be deemed or construed to be modified, amended, rescinded, canceled or waived in whole or in part, except by written amendment signed by both of the parties hereto.

11. Confidentiality. Consultant recognizes that its work will bring it into close contact with confidential information of Customer, including personal information about employees of Customer. Consultant agrees not to disclose anything that is the confidential information of Customer, or that is proprietary to Customer, including its software, its legacy applications, and its databases, to any third party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as set forth below.

"CONSULTANT"

TOTAL COMPENSATION SYSTEMS, INC.

Signed: _____



By: _____
Geoffrey L. Kischuk

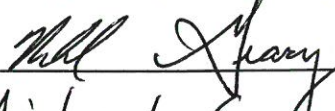
Title: _____
President

Date: _____
12/04/2017

"CUSTOMER"

SQUAW VALLEY PUBLIC SERVICE DISTRICT

Signed: _____



By: _____
Michael Geary

Title: _____
General Manager

Date: _____
1/17/18



PLACER COUNTY WATER AGENCY
SINCE 1957
BUSINESS CENTER
144 Ferguson Road
MAIL
P.O. Box 6570
Auburn, CA 95604
PHONE
530.823.4860
530.823.4960 - fax
WWW.PCWA.NET

NEWS RELEASE

Contact:

Einar Maisch, General Manager
(530) 823-4860
or: Ross Branch, Public Affairs Manager
(530) 823-1937

FOR IMMEDIATE RELEASE

NEW YEAR MARKS NEW ERA FOR MIDDLE FORK PROJECT

AUBURN, Calif. (January 19, 2018) — As the clock struck midnight on January 1, Placer County Water Agency's (PCWA) Middle Fork Project (MFP) marked a momentous occasion 55 years in the making. As of New Year's Day, PCWA completely controls power generation of the hydroelectric facility. The exciting news of a smooth transition was shared with the PCWA Board of Directors at its January 18 meeting.

"When Placer County residents voted in 1961 to finance construction of the Middle Fork Project, PCWA signed a 50-year power sale agreement with Pacific Gas & Electric (PG&E) which gave them control of power generation," General Manager Einar Maisch said. "Under that agreement, PG&E received all of the power generated, but paid all of the project operating costs and paid off the construction debt."

When the 50-year agreement expired in 2013, PCWA entered into new a 5-year power sale agreement with PG&E. Under this new agreement responsibilities for control of power generation were split between PCWA and PG&E, where PCWA made the economic decisions about when to generate, and PG&E used their control room at Drum Powerhouse to put those decisions into effect.

On January 1, that 5-year agreement ended, and with it PG&E's involvement in PCWA's MFP. Additionally, control room responsibilities were transferred to the Northern California Power Agency (NCPA) in Roseville, under an agreement signed in 2016. "We appreciate the excellent working relationship we have had with PG&E for the past 55 years, and look forward to a

-more-

productive relationship with NCPA moving forward,” Mr. Maisch added.

“With the transition of dispatch center responsibilities to NCPA, and PCWA’s assumption of Scheduling Coordinator for the MFP, all our long-term obligations are fulfilled, and the vision of PCWA’s forefathers for the MFP has come full circle,” Board Chairman Joshua Alpine said.

The next regular meeting of the PCWA Board of Directors will be held on February 1, 2:00 PM at the PCWA Business Center, 144 Ferguson Road, in Auburn. PCWA board meetings are open to the public.

For information on PCWA board meetings, please contact the Clerk to the Board at (530) 823-4850 or (800) 464-0030.

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About PCWA

Placer County Water Agency (PCWA) is the primary water resource agency for Placer County, California, with a broad range of responsibilities including water resource planning and management, retail and wholesale supply of drinking water and irrigation water, and production of hydroelectric energy.