Call to Order

1) Introduction

Public Comment

Process Overview

2) Lanie Mycoff – Mycoff, Fry and Prouse
   a. Overview of process
   b. Timeline

Board Action Items

3) Selection of screening committee Approval
4) General Counsel job description Approval
5) Salary Range Approval

Discussion

6) Issues associated with general counsel dual-reporting structure
   a. GM to participate in performance reviews with the board?
   b. GM responsible for administering salary?

Adjournment
AGREEMENT

For Professional or Technical Services

THIS AGREEMENT ("Agreement") is made and entered into _______1/22/2019______, by and between PLATTE RIVER POWER AUTHORITY, a political subdivision of the State of Colorado ("Platte River"), and Mycoff, Fry & Prouse LLC ("Consultant").

WHEREAS, Platte River is undertaking the following project: Recruitment Services for the position of General Counsel ("Project"); and

WHEREAS, Platte River desires to retain the services of Consultant to complete the Project as set forth in this Agreement; and

WHEREAS, Consultant desires to provide those services to Platte River.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

(1) Services. Platte River agrees to retain Consultant to provide the services set forth herein, and as further specified in Exhibit A, attached hereto and incorporated herein by this reference ("Services"), and Consultant agrees so to serve. Consultant warrants and represents that it has the requisite authority, capacity, experience, and expertise to perform the Services in compliance with the provisions of this Agreement and all applicable laws, and agrees to perform the Services on the terms and conditions set forth herein. Platte River reserves the right to omit any of the Services identified in Exhibit A upon written notice to Consultant. In the event of any conflict between this Agreement and Exhibit A, the provisions of this Agreement shall prevail.

(2) Compensation and Final Payment.

(a) Platte River agrees to pay Consultant in accordance with the payment schedule outlined below, as may be adjusted to reflect the addition/deletion by Platte River, in its sole discretion, of any of the Services set forth in Exhibit A. Subject to any retained final payment as set forth in subparagraph (b) below, Platte River shall make payment within thirty (30) days of receipt and approval of invoices submitted by Consultant, which invoices shall be submitted to Platte River not more frequently than monthly and which shall identify the specific Services performed for which payment is requested.

PAYMENT SCHEDULE:

Consultant proposes a firm-fixed fee not to exceed $60,000.00, plus expenses. The fee is payable at one third (1/3) in advance; one third (1/3) when we submit a long list of candidates; and the final third when the General Counsel begins employment.

Reimbursable expenses will include:

- Reasonable travel expenses for Consultant to meet with Platte River Power Authority as described under Information Gathering, if required.
- Approved/Requested recruitment advertising expenses.
- Reasonable travel expenses for Consultant to attend interviews or additional meetings as requested by Platte River Power Authority.

Platte River Power Authority will incur reasonable expenses to interview candidates in approved locations, and reasonable expenses to relocate the selected individual. Consultant will incur telephone, postage, printing, and other administrative expenses.

(b) Consultant shall indemnify and save harmless Platte River from all claims for labor and materials furnished under this Agreement. When requested by Platte River, Consultant shall submit satisfactory evidence that all persons, firms, or corporations who have done
work or furnished materials under this Agreement, for which Platte River may become legally liable, have been fully paid or satisfactorily secured. In case such evidence is not furnished or is not satisfactory to Platte River, an amount equal to five percent (5%) of the sum not to exceed set forth in subparagraph (a) above will be retained from money due to Consultant to liquidate all such claims. Such sum will be retained until the claims as aforesaid are fully settled or satisfactorily secured. Acceptance by Consultant of final payment shall release Platte River and every officer and agent thereof, from all claims and liability.

(c) After final acceptance of the Services by Platte River, an Application for Final Payment shall promptly be submitted by Consultant. Consultant's Application for Final Payment shall constitute an additional representation by Consultant to Platte River that all conditions precedent to Consultant's entitlement to final payment has been fulfilled.

(d) All invoices and an Application for Final Payment shall include a reference to the Purchase Order Number and shall be directed to the following:

Platte River Power Authority  
Attention: Accounts Payable  
2000 East Horsetooth Road  
Fort Collins, Colorado 80525-5721  
PlatteRiver–AP@prpa.org

(3) **Term.** The Term of this Agreement shall be from the date first written above through April 30, 2019, unless extended by written agreement of the parties.

(4) **Monitoring and Evaluation.** Platte River reserves the right to monitor and evaluate the progress and performance of Consultant to ensure that the terms of this Agreement are being satisfactorily met in accordance with Platte River’s applicable monitoring and evaluating criteria and standards. Consultant shall cooperate with Platte River relating to such monitoring and evaluation.

(5) **Platte River Property.** Reports, surveys, maps, plans, drawings, photographs, and any other tangible materials produced by Consultant pursuant to this Agreement shall at all times be considered Platte River property.

(6) **Independent Contractor.** The parties agree that Consultant shall be an independent contractor and shall not be an employee, agent, or servant of Platte River. **Consultant is not entitled to workers’ compensation benefits from Platte River and is obligated to pay applicable federal and state income tax on any money earned pursuant to this Agreement.**

(7) **Insurance Requirements.** Consultant shall secure and maintain insurance of such types and in such minimum amounts as may be necessary to protect Consultant and the interests of Platte River against all hazards or risks of loss below. The form and limits of such insurance, together with the underwriter thereof in each case, shall be acceptable to Platte River, but regardless of such acceptance it shall be the responsibility of Consultant to maintain adequate insurance coverage at all times. The providing of insurance by Consultant of such types and in such minimum amounts as specified below does not limit Consultant’s contractual responsibilities, liabilities or obligations under this Agreement.

Consultant shall submit a certificate for each of the insurance policies identified herein to Platte River not less than ten (10) days prior to the date that Consultant, or its supervisor(s) or employees, are expected to commence providing Services. Consultant understands and agrees that Platte River shall not be obligated under this Agreement until Consultant furnishes such certificates of insurance. Each certificate shall state that thirty (30) days advanced written notice will be given to Platte River before any policy covered thereby is changed or canceled. Platte River, its directors, officers and employees shall be listed as “additional insureds” on all of the policies required by subsections, b, and c below. With respect to all required policies of insurance the Consultant shall...
cause its insurer to waive the insurer’s right of subrogation with respect to Platte River and its insurers.

(a) **Workers’ Compensation and Employers Liability.** This insurance shall protect Consultant against all claims under applicable state workers’ compensation laws. Consultant shall also be protected against claims for injury, disease, or death of employees, which, for any reason, may not fall within the provisions of workers’ compensation law. This policy shall include an “all states” endorsement. The liability limits shall not be less than:

(i) Workers’ Compensation Statutory amount
(ii) Employers Liability $1,000,000 each accident

(b) **Comprehensive Automobile Liability Insurance.** This insurance shall be written in comprehensive form and shall protect Consultant against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles, and shall cover operation on or off the site of all motor vehicles licensed for highway use, whether they are owned, non-owned, or hired. The liability limits shall not be less than a One Million Dollar ($1,000,000) combined single limit each occurrence for bodily injury and property damage.

(c) **Comprehensive General Liability.** This insurance shall be written in comprehensive form and shall protect Consultant against all claims arising from injuries to members of the public or damage to property of others arising out of any act or omission of Consultant or its agents, employees, or subcontractors. This policy shall also include protection against claims insured by usual personal injury liability coverage, a broad form property coverage endorsement, and insure the contractual liability assumed by the Consultant as stated in paragraph 9 hereof regarding Indemnification. The liability limits shall not be less than a One Million Dollar ($1,000,000) combined single limit each occurrence for bodily injury and property damage.

(d) **This Section Not Used.**

(e) **Professional Liability Insurance.** If Consultant is an architect, engineer, surveyor, appraiser, physician, attorney, accountant, or other licensed professional, or if it is customary in the trade or business in which Consultant is engaged to carry professional liability insurance, or if Platte River otherwise deems it necessary, Consultant shall procure and keep in force during the duration of this Agreement a policy of errors and omissions professional liability insurance insuring Consultant against any professional liability with a limit of at least One Million Dollars ($1,000,000) per claim and annual aggregate.

(f) **Subcontracts.** Consultant agrees to include the insurance requirements set forth in this Agreement in all subcontracts. Platte River shall hold Consultant responsible in the event any subcontractor fails to have insurance meeting the requirements set forth in this Agreement. Platte River reserves the right to approve variations in the insurance requirements applicable to subcontractor upon joint written request of subcontractor and Consultant if, in Platte River’s opinion, such variations do not substantially affect Platte River’s interests.

(8) **Guarantee.** Consultant will conduct an additional search for no additional fee should termination of employment occur with a candidate for any reason other than lack of work, illness, injury, or death within one year of the new hire’s employment date. This includes events in which Platte River Power Authority terminates the employee for reasons that are within a reasonable and legal scope of discovery during candidate investigations by Consultant. In the event of a replacement search, Platte River Power Authority will be responsible for travel and advertising expenses as defined above during the replacement search process.
(9) **INDEMNIFICATION.** CONSULTANT HEREBY COVENANTS AND AGREES TO INDEMNIFY, SAVE, AND HOLD HARMLESS PLATTE RIVER, ITS DIRECTORS, OFFICERS, AND EMPLOYEES FROM ANY AND ALL LIABILITY, LOSS, COSTS, CHARGES, OBLIGATIONS, EXPENSES, ATTORNEY’S FEES, LITIGATION, JUDGMENTS, DAMAGES, CLAIMS, AND DEMANDS OF ANY KIND WHATSOEVER FROM ANY THIRD PARTY ARISING FROM OR OUT OF ANY NEGLIGENT ACT OR OMISSION OR OTHER TORTIOUS CONDUCT OF CONSULTANT, ITS OFFICERS, EMPLOYEES, OR AGENTS IN THE PERFORMANCE OR NONPERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT.

TO THE EXTENT ALLOWED BY LAW, PLATTE RIVER HEREBY COVENANTS AND AGREES TO INDEMNIFY, SAVE, AND HOLD HARMLESS CONSULTANT, ITS DIRECTORS, OFFICERS, AND EMPLOYEES FROM ANY AND ALL LIABILITY, LOSS, COSTS, CHARGES, OBLIGATIONS, EXPENSES, ATTORNEY’S FEES, LITIGATION, JUDGMENTS, DAMAGES, CLAIMS, AND DEMANDS OF ANY KIND WHATSOEVER FROM ANY THIRD PARTY ARISING FROM OR OUT OF ANY NEGLIGENT ACT OR OMISSION OR OTHER TORTIOUS CONDUCT OF PLATTE RIVER, ITS OFFICERS, EMPLOYEES, OR AGENTS IN THE PERFORMANCE OR NONPERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT.

(10) **Termination.**

(a) **Generally.** Platte River may terminate this Agreement without cause if it determines that such termination is in Platte River’s best interest. Platte River shall effect such termination by giving written notice of termination to Consultant, specifying the effective date of termination, at least fourteen (14) calendar days prior to the effective date of termination. In the event of such termination by Platte River, Platte River shall be liable to pay Consultant for Services performed as of the effective date of termination, but shall not be liable to Consultant for anticipated profits. Consultant shall not perform any additional Services following receipt of the notice of termination unless otherwise instructed in writing by Platte River.

(b) **For Cause.** If, through any cause, Consultant fails to fulfill its obligations under this Agreement in a timely and proper manner, violates any provision of this Agreement, or violates any applicable law, Platte River shall have the right to terminate this Agreement for cause immediately upon written notice of termination to Consultant. In the event of such termination by Platte River, Platte River shall be liable to pay Consultant for Services performed as of the effective date of termination, but shall not be liable to Consultant for anticipated profits. Consultant shall not perform any additional Services following receipt of the notice of termination. Notwithstanding the above, Consultant shall not be relieved of liability to Platte River for any damages sustained by Platte River by virtue of any breach of this Agreement, and Platte River may withhold payment to Consultant for the purpose of setoff until such time as the exact amount of damages due to Platte River from Consultant is determined.

(11) **Work by Illegal Aliens Prohibited.** This paragraph shall apply to all Consultants whose performance of work under this Agreement does not involve the delivery of a specific end product other than reports that are merely incidental to the performance of said work.

(a) Consultant hereby certifies that, as of the date of this Agreement, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and that Consultant will participate in either the Colorado Department of Labor and Employment ("Department") Program or the E-Verify Program (formerly referred to as the basic pilot employment verification program) as each is defined in C.R.S. §8-17.5-101(3.3) and (3.7) respectively (the “Program”) in order to confirm the employment eligibility of all employees who are newly hired for employment in the United States since the effective date of this Agreement to perform work under this Agreement.

(b) Consultant shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into a contract with a subcontractor that fails to certify to
Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

(c) Consultant hereby certifies that it has confirmed the employment eligibility of all employees who are newly hired for employment in the United States since the effective date of this Agreement to perform work under this Agreement through participation in the Program.

(d) If the Consultant participates in the Department Program the Consultant shall notify Platte River of such participation. A participating Consultant shall, within twenty (20) days after hiring an employee who is newly hired for employment within the United States to perform work under this Agreement, affirm to the Department that the consultant has examined the legal work status of such employee, retained file copies of the documents required by 8 U.S.C. sec. 1324a, and not altered or falsified the identification documents for such employees. At the time of such submittal to the Department, the Consultant shall provide a written, notarized copy of the affirmation to Platte River. Consultant is prohibited from using Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

(e) If Consultant obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Consultant shall be required to:

(i) Notify the subcontractor and Platte River within three (3) days that Consultant has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

(ii) Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to this subparagraph the subcontractor does not stop employing or contracting with the illegal alien; except that Consultant shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

(f) Consultant shall comply with any reasonable request by the Department made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. Article 17.5.

(g) If Consultant violates this paragraph, Platte River may terminate this Agreement for cause. If this Agreement is so terminated, Consultant shall be liable for actual and consequential damages to Platte River.

(12) Compliance with C.R.S. §24-76.5-103.

(a) If Consultant is a natural person (i.e., not a corporation, partnership, or other legally created entity) 18 years of age or older, he/she must do the following:

(i) Complete the affidavit attached to this Agreement as Exhibit B; and

(ii) Attach a photocopy of the front and back of one of the valid forms of identification noted on Exhibit B.

(b) If Consultant executes the affidavit stating that he/she is an alien lawfully present in the United States, Platte River shall verify his/her lawful presence through the federal systematic alien verification or entitlement program, known as the “SAVE Program,” operated by the U.S. Department of Homeland Security or a successor program designated by said department. In the event Platte River determines through such verification process that Consultant is not an alien lawfully present in the United States,
Platte River shall terminate this Agreement and shall have no further obligation to Consultant hereunder.

(13) **Taxes.** Platte River is a political subdivision of the State of Colorado and a municipally owned utility. As such, Platte River is exempt from taxes and no taxes may be lawfully assessed against Platte River in connection with the Services provided by Consultant in accordance with this Agreement.

(14) **Safety, Drugs and Alcohol.** Consultant, and its employees or agents, shall follow safe work procedures, using safe work habits in all situations. Platte River reserves the right to inspect the Services in order to enforce this requirement. It is strictly prohibited for anyone to be under the influence of drugs or alcohol while working on behalf of Platte River or on Platte River’s premises. Consultant, or any of its employees or agents, who violate this policy shall be removed from the job site.

(15) **Equal Employment Opportunity.** Platte River is an equal opportunity employer and federal contractor or subcontractor. Consequently, the parties agree that, as applicable, they will abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a) and that these laws are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The parties also agree that, as applicable, they will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws.

(16) **HARASSMENT.** ALL PERSONS WORKING ON PLATTE RIVER’S PREMISES SHOULD HAVE A WORKING ENVIRONMENT FREE FROM HARASSMENT BASED UPON HIS/HER RACE, COLOR, RELIGION, CREED, SEX, NATIONAL ORIGIN, ANCESTRY, AGE, SEXUAL ORIENTATION (INCLUDING GENDER IDENTITY), OR DISABILITY. IT IS A VIOLATION OF PLATTE RIVER’S POLICY FOR ANY EMPLOYEE TO HARASS ANOTHER ON PLATTE RIVER’S PREMISES. THIS POLICY APPLIES TO CONSULTANT, ITS EMPLOYEES, SUBCONTRACTORS OR AGENTS. PRIOR TO COMMENCEMENT OF ANY SERVICES SET FORTH HEREIN TAKING PLACE ON PROPERTY OWNED OR CONTROLLED BY PLATTE RIVER, CONSULTANT SHALL SIGN PLATTE RIVER’S HARASSMENT LETTER, ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE AS EXHIBIT C, ACKNOWLEDGING RECEIPT OF THIS POLICY.

(17) **Governmental Immunity Act.** No term or condition of this Agreement shall be construed or interpreted as a waiver by Platte River, express or implied, of any of the immunities, rights, benefits, protections, or other provisions of the Colorado Governmental Immunity Act, C.R.S. §§24-10-101, et seq., or of any other defenses, immunities, and limitations of liability available to Platte River, its officers and employees under the law.

(18) **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Colorado, and venue shall be in the County of Larimer, State of Colorado.

(19) **No Assignment.** Consultant shall not assign this Agreement without Platte River’s prior written consent.

(20) **Binding Effect.** This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, personal representatives, successors, and assigns.
(21) **Survival Clause.** The “Warranty” and “Indemnification” provision set forth in paragraphs 8 and 9, respectively, of this Agreement shall survive the completion of the Services and the satisfaction, expiration, or termination of this Agreement.

(22) **ENTIRE AGREEMENT.** THIS AGREEMENT CONTAINS THE ENTIRE AGREEMENT OF THE PARTIES RELATING TO THE SUBJECT MATTER HEREOF AND SUPERSEDES ALL PRIOR AND CONTEMPORANEOUS OFFERS, NEGOTIATIONS, AGREEMENTS AND UNDERSTANDINGS, WHETHER ORAL OR WRITTEN, BETWEEN THE PARTIES. **IN THE EVENT OF ANY CONFLICT BETWEEN THIS AGREEMENT AND ANY PURCHASE ORDER ISSUED IN CONNECTION WITH THIS AGREEMENT THE TERMS AND CONDITIONS OF THIS AGREEMENT SHALL PREVAIL.** EXCEPT AS PROVIDED HEREIN, THIS AGREEMENT MAY ONLY BE MODIFIED OR AMENDED BY WRITTEN AGREEMENT OF THE PARTIES.

(23) **Severability.** In the event a court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

(24) **Headings.** Paragraph headings used in this Agreement are for convenience of reference and shall in no way control or affect the meaning or interpretation of any provision of this Agreement.

(25) **Notices.** Written notices required under this Agreement and all other correspondence between the parties, other than invoices and an Application for Final Payment which shall be directed as set forth in paragraph 2.d, shall be directed to the following and shall be deemed received when hand-delivered or three (3) days after being sent by certified mail, return receipt requested:

If to Platte River: Libby Clark
Platte River Power Authority
2000 East Horsetooth Road
Fort Collins, Colorado 80525

With a copy to: General Counsel
Platte River Power Authority
2000 East Horsetooth Road
Fort Collins, Colorado 80525

If to Consultant: Lanie Prouse
Mycoff, Fry & Prouse LLC
PO Box 1310
Conifer, Colorado 80433

Email Address: lmycoff@mfpllc.us

(26) **Time of the Essence.** Consultant acknowledges that time is of the essence of this Agreement. Consultant’s failure to complete any of the Services contemplated herein during the Term of this Agreement, or as may be more specifically set forth in **Exhibit A**, shall be deemed a breach of this Agreement.

(27) **Confidential Information.** In connection with the Services to be performed herein by Consultant, Platte River may disclose certain of its confidential and proprietary information (the “Confidential Information”) to Consultant. Confidential Information shall include all data, materials, contracts, technology, computer programs, specifications, manuals, business plans, software, financial information, and other information disclosed or submitted, orally, in writing, or by any other media, to Consultant by Platte River.

Consultant agrees that the Confidential Information is to be considered confidential and proprietary to Platte River and Consultant shall hold the same in confidence, shall not use the Confidential Information other than for the purposes of this Agreement, and shall not disclose, publish or
otherwise reveal any of the Confidential Information received from Platte River to any other party whatsoever except with the specific prior written authorization of Platte River.

(28) **Use of Platte River Tools.** At Platte River’s discretion, Consultant may be permitted to use Platte River owned tools in the performance of the Services. Consultant agrees that any such tools used are accepted “AS IS” and WITH NO WARRANTIES, express or implied. The Consultant accepts full responsibility for the care of Platte River tools during the period of use, and will be responsible for their replacement at full retail value if not returned or returned in a damaged condition. In consideration of allowing use of Platte River tools the Consultant agrees to hold harmless, release, defend and indemnify Platte River, its employees, officers and directors, FROM ANY AND ALL LIABILITY or claims for injury or death to persons or damage to property arising from the Consultant’s use of the tools, INCLUDING THOSE INJURIES OR DAMAGES CAUSED BY PLATTE RIVER’S ALLEGED OR ACTUAL NEGLIGENCE.

(29) **Expenditure Not to Exceed Appropriation.** The obligations of Platte River under this Agreement are from year to year only and shall not constitute a multiple-fiscal year debt or other financial obligation or fiscal obligation of any kind payable in any fiscal year beyond the fiscal year for which funds are so appropriated for the payment of current expenditures.

(30) **Special Provisions.**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

**PLATTE RIVER POWER AUTHORITY**

By: [Signature]

Title: General Manager/CEO

**CONSULTANT: MYCOFF FRY & PROUSE LLC**

By: [Signature]

Title: Managing Director

APPROVED AS TO FORM:

[Signature]

General Counsel

[Signature]

DS

DS
EXHIBIT A

SCOPE OF SERVICES

Consultant will conduct a national search campaign to recruit a General Counsel for Platte River Power Authority in Fort Collins, Colorado. This Service will entail:

Information Gathering and Developing a Position Profile

Consultant will conduct an executive search campaign to recruit a General Counsel for Platte River Power Authority in Fort Collins, Colorado. This will entail:

Information Gathering and Developing a Recruitment Announcement

Consultant will meet with Platte River Power Authority, either in person or via conference call or video call to obtain information regarding:

- The goals, responsibilities and duties of the General Counsel.
- The desired training, experience, talents, skills, and personal attributes of candidates.
- Platte River Power Authority’s organization, related operating performance and business strategies and values (revenues, financial condition, customers, staff, resources, organizational structure, corporate culture, compensation issues, etc.).
- Regional information (location, population, climate, growth rate, culture, cost of living, etc.).
- The desired salary/compensation range.
- Platte River Power Authority’s policy for relocation, retirement, health, vacation, and other employee benefits.
- Any available employee handbooks, benefits summaries, annual reports, organization charts, strategic/business plans, or other related documents.

Consultant will use the gathered information, in consultation with Platte River Power Authority, to develop a recruitment announcement that provides organization details, regional information, and describes pertinent goals, responsibilities, and duties for the General Counsel, along with required education, training and personal abilities.

Conduct Recruitment Activities

After compiling the information listed above, Consultant will research our database and other resources to identify potential candidates or “leads” to potential candidates. Consultant will contact these individuals, as well as any candidates who separately apply to Platte River Power Authority, to determine their suitability or to solicit suggestions of other possible candidates. Consultant will also evaluate internal candidates to determine their suitability.

Consultant may place announcements in appropriate professional publications, on the Internet, and with other appropriate media to provide maximum exposure for the position. In all assignments, Consultant actively recruits minority and female candidates.

Consultant will conduct telephone interviews with the most promising external and internal candidates to investigate the following:

- The degree the candidates satisfy the established criteria and the candidates’ fit with Platte River Power Authority’s culture and values.
- The candidates’ level of interest in becoming General Counsel.
- The candidates’ and their families’ attitudes toward a job change and, if necessary, relocation.
- The feasibility of a job change and relocation (ease of home sale, retirement plans, family ties, health, etc.).
- The candidates’ current compensation, the cost-of-living in their present location, and their compensation requirements.

Consultant will submit a long-list of individuals along with their credentials, and recommend a short-list of candidates.

**Interview of Candidates**

After Platte River Power Authority reviews resumes and approves or revises the short-list of prospects, Consultant will assist Platte River Power Authority to conduct site interviews with selected individuals in Fort Collins, Colorado or other approved locations.

Consultant will provide the following assistance during the interview and selection process:

- Develop interview agendas and schedules.
- Develop interview questions and candidate ranking materials.
- Facilitate the interviews.
- Contact references provided by finalists and verify degrees and professional licenses.
- Assist and facilitate Platte River Power Authority’s deliberations.
- Negotiate the final terms and employment conditions with the selected candidate, if requested.
- Notify candidates of their selection or rejection.

**Proposed Timeline**

- Discussions with Consultant on desired education, experience, skills, abilities of the General Counsel, as well as, Platte River Power Authority’s strategic direction, goals, challenges, etc. Position profile approved:
  - Completed one to two weeks after being awarded the search

- Search activities and initial candidate screenings concluded and submission of a long-list of resumes along with candidate summary/ranking. Platte River Power Authority can review the long-list and select/approve short-listed candidates via conference call or in-person meeting:
  - Completed four to six weeks after approval of the Position Profile

- Platte River Power Authority’s Search Committee and Consultant will interview selected candidates and select finalists:
  - Consultant will likely need two consecutive days for interviews and deliberations. Interviews could be scheduled as early as two weeks after candidate selection, dependent upon participant availability. (Consultant suggests pre-set dates at the outset of the search.)

- Finalists will interview with Platte River Power Authority’s Board of Directors and Consultant:
  - Subject to participant availability. (Consultant suggests pre-set dates at the outset of the search.)

- Compensation/employment negotiations completed with the selected candidate:
  - Typically concluded one to two weeks after final interviews are completed.

- Selected candidate starts at Platte River Power Authority:
  - Typically occurs 30 to 60 days after negotiations are completed; dependent upon the successful candidate’s obligation to give notice to their current employer.
EXHIBIT B

AFFIDAVIT PURSUANT TO C.R.S. §24-76.5-103

AFFIDAVIT [ HB 06S-1023 ]

If the Consultant is a sole proprietor, the undersigned hereby swears or affirms under penalty of perjury under the laws of the State of Colorado that (check one):

_____ I am a United States citizen, or
_____ I am a Permanent Resident of the United States, or
_____ I am lawfully present in the United States pursuant to Federal law.

I understand that this sworn statement is required by law because I am a sole proprietor entering into a contract to perform work for a political subdivision of the State of Colorado. I understand that state law requires me to provide proof that I am lawfully present in the United States prior to starting work for the political subdivision of the State of Colorado. I further acknowledge that I will comply with the requirements of C.R.S. §24-76.5-101 et seq. and will produce the required form of identification prior to starting work. I acknowledge that making a false, fictitious, or fraudulent statement or representation in this sworn affidavit is punishable under the criminal laws of Colorado as perjury in the second degree under C.R.S. §18-8-503 and it shall constitute a separate criminal offense each time a public benefit is fraudulently received.

CERTIFIED and AGREED to this ________ day of ______________, 20__.

CONSULTANT:

By: ____________________________________________

Consultant Full Legal Name

______________________________

Signature

PLATTE RIVER INTERNAL USE ONLY – Valid forms of identification

☐ - a valid Colorado driver’s license; or
☐ - a current Colorado identification card; or
☐ - a United States military card or a military dependent’s identification card; or
☐ - a United States Coast Guard Merchant Mariner card; or
☐ - a Native American tribal document.
EXHIBIT C

PLATTE RIVER POWER AUTHORITY HARASSMENT LETTER

Platte River Power Authority's policy on sexual harassment and discrimination applies to all consultants, vendors, and their employees who perform work at Platte River facilities. Consultant or vendors working at a Platte River facility are responsible for complete supervision and control of their employees at all times. Any employee of a contractor or vendor who violates this policy will be immediately escorted from Platte River property and will not be allowed to return to the job. There will be no exceptions to this policy. Please sign this letter acknowledging receipt of this policy.

Non-discrimination policy
Harassment of employees is prohibited by law and harassment of Platte River employees by managers, supervisors, co-workers, contingent workers, or third parties (including vendors, suppliers, and customers), or harassment by employees of any of the above, will not be tolerated. Harassment in the workplace or while representing Platte River on business is unprofessional, inappropriate, and will not be tolerated. Harassment is verbal or physical conduct that denigrates or shows hostility or aversion toward an individual because of his/her race, color, religion, creed, sex, national origin, ancestry, age, sexual orientation (including gender identity), or disability.

Harassing conduct includes, but is not limited to, the following:

(1) Epithets, slurs, negative stereotyping, or threatening, intimidating, coercing, or hostile acts that relate to race, color, religion, creed, sex, national origin, ancestry, age, sexual orientation, or disability.

(2) Written or graphic material that denigrates or shows hostility or aversion toward an individual or group because of race, color, religion, creed, sex, national origin, ancestry, age, sexual orientation, or disability and that is placed on walls, bulletin boards, e-mail, or elsewhere on the employer’s premises, or circulated in the workplace.

Sexual Harassment: Sexual harassment is characterized by:

(1) Making unwelcome sexual advances or requests for sexual favors or other verbal or physical conduct of a sexual nature a condition of an employee’s employment; or

(2) Making submission to or rejections of such conduct the basis for employment decisions affecting the employee; or

(3) Creating an intimidating, hostile, or offensive working environment by such conduct. This is commonly known as “hostile environment sexual harassment.”

Sexual harassment does not include behavior or occasional compliments of a socially acceptable nature. It includes behavior that is not welcome, that is offensive to a reasonable person that fails to respect the rights of others, that lowers morale, or that interferes with work effectiveness. Platte River prohibits harassment of a male by a female, harassment of a female by a male, and same gender harassment. Whatever form it takes, sexual harassment can be insulting and demeaning to the recipient.

Sexual harassment may take many forms, it may be overt or subtle, but it will not be tolerated. One specific form of sexual harassment is the demand for sexual favors; other forms of sexual harassment include:

(1) Verbal–Sexual innuendos, suggestive comments, jokes of a sexual nature, sexual propositions, threats.

(2) Non-verbal–Sexually suggestive objects or pictures, graphic commentaries, suggestive or insulting sounds, leering, whistling, obscene gestures.

(3) Physical–Unwanted physical contact, including touching, grabbing, patting, pinching, brushing the body, coerced sexual intercourse, assault.
Appropriate disciplinary action will be taken against any employee who violates this policy.

By signature below, I understand Platte River's policy on harassment and agree to advise my company's site management of said policy and demand strict compliance thereto.

By: [Signature]
Title: Managing Director

Date: 1/17/2019
Memorandum

Date: 1/24/2019

To: Board of Directors

From: Jason Frisbie, General Manager/CEO
Joe Wilson, General Counsel

Subject: Selection of screening committee

Pursuant to the Board Meeting Governance process:

“ad hoc committees may be formed as necessary by action of the board for the purpose of advising the board on any matter within the area of assigned responsibility. Members of an ad hoc committee will be appointed by the board.”

Staff recommends that an ad hoc committee be formed for the purpose of initial screening of applicants.
Memorandum

Date: 1/24/2019

To: Board of Directors

From: Jason Frisbie, General Manager/CEO
      Libby Clark, Director of Human Resources

Subject: General Counsel Job Description

Attached is a draft job description for general counsel. This draft has been developed by human resources and the general counsel and is in standard Platte River format. As the board considers the draft it may wish to consider the issue of bar admission.

Should applicants be limited to persons who are currently members of the Colorado bar or members of other state bar associations qualified to waive into Colorado admission. This restriction has been applied for attorneys hired by the general counsel due to the risk and restrictions associated with hiring an attorney who cannot immediately practice law. This restriction could limit the pool of applicants – it eliminates attorneys that would need to take the Colorado bar exam - but avoids the possibility of hiring an attorney who cannot qualify for bar membership.

Attachment
Job Description

Position Title: General Counsel
Reports To (Title): Board of Directors

Department: 11 - Legal
Job Type: ☑ Exempt  ☐ Non-Exempt

Work Location: ☑ Headquarters  ☐ Rawhide Energy Station
Last Updated: 01/2019

Job Purpose/Summary:

The General Counsel oversees all legal representation of Platte River Power Authority (the client) and ensures that Platte River as a political subdivision of the State of Colorado, particularly its Board and management, complies with applicable law. The General Counsel has dual reporting relationships to the Board of Directors and the General Manager/CEO.

Essential Functions:

- Represents Platte River by providing professional legal advice and services required by Platte River, its Board of Directors, and senior management (principally the General Manager and Division Managers)
- Has final responsibility for the legal form of Board actions, including resolutions, notices, and other documents associated with board meetings in regular and executive session
- Responsible for agreements between Platte River and other public and private entities
- Selects and professionally supervises specialized outside counsel, including bond counsel, regulatory counsel, water counsel, and employment/pension counsel, as well as other retained counsel as necessary
- Responsible for environmental and reliability compliance programs with direct oversight of employees in those programs
- Supervises in-house attorneys and legal administrative staff
- Supports and coordinates with government affairs director including regular interaction with state and national lobbyists and trade organizations
- Provides legal counsel regarding Platte River participation in regulatory, legislative, and legal proceedings
- Supports General Manager/CEO and Sr. Management team through direct participation in strategic planning and operational execution
- Maintains regular & reliable attendance

Other Functions:

- General Counsel, in conjunction with the Secretary of the Board, ensures the proper record keeping and documentation of actions taken by the Board, including required administrative and legal filings as well as the publishing of legal notices of meetings and other actions proposed to be taken by the Board
- Performs other duties as assigned

Supervisory Duties: ☑ Yes (fill in this section)  ☐ No (skip to Job Requirements section)
• # of direct reports: 6
• Span of control: 11

**Job Requirements:**

**Education:** (Include degrees or diplomas required.)
- Juris Doctor degree or equivalent  ☑ Required  ☐ Preferred

**Experience:** (Include the nature and length of experience.)
- Minimum ten years or equivalent experience in the legal representation of electric utilities or other generation and transmission utilities  ☑ Required  ☐ Preferred
- Five years of progressive leadership experience directing and leading multifunction teams  ☐ Required  ☑ Preferred

**Knowledge/Skills:** (Include specific knowledge, skills, and abilities required.)
- Knowledge of legal framework affecting electric utilities including economic, environmental, and reliability regulatory structures  ☑ Required  ☐ Preferred
- Experience with legislative process  ☑ Required  ☐ Preferred
- Ability to write legal documents and correspondence  ☑ Required  ☐ Preferred
- Experience supervising staff of interdisciplinary functions  ☑ Required  ☐ Preferred
- Strong interpersonal skills and ability to partner with internal client groups  ☑ Required  ☐ Preferred

**Licenses/Certifications:** (List licenses, certifications, or registrations required.)
- Admission to the Bar of the State of Colorado  ☑ Required  ☐ Preferred

**Physical Requirements & Environment:**

- Able to perform the physical, mental, and environmental requirements of the job’s essential functions with or without accommodations

  ☑ Sitting 80%  ☑ Standing 10%  ☑ Walking 10%  ☐ Lifting up to ___ lbs. ____% of time
  ☑ Inside Office  ☐ Outside  ☐ Plant: exposure to heat & noise
Memorandum

Date: 1/24/2019
To: Board of Directors
From: Jason Frisbie, General Manager/CEO
Libby Clark, Director of Human Resources
Subject: Market Salary Results

Attached is the memorandum dated March 28, 2018 as well as a chart that identifies the present salary range for general counsel with the 2019 cost of living increase. The March 2018 memo describes the method under which the current market salary for the general counsel was established.

Attachments
2017 surveys used to establish ranges (Surveys be reviewed again in 2020)

<table>
<thead>
<tr>
<th>Midpoint to Market</th>
<th>APPA ID</th>
<th>2017 APPA Median JAA &gt;175 Million</th>
<th>Midpoint to Market</th>
<th>2017 Hometown Connections Job ID</th>
<th>Median (JAA)</th>
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<td>$212,160</td>
<td>0.75 *</td>
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<td>$223,390</td>
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### Year 1

#### 2018 Ranges

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<th>Dept</th>
<th>Platte River Job Title</th>
<th>2018 Salary Minimum</th>
<th>Mid-Point</th>
<th>Maximum</th>
<th>Compa-Ratio</th>
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<td>10</td>
<td>General Counsel</td>
<td>$223,392 $178,712</td>
<td>$223,390</td>
<td>$268,067</td>
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### Year 2

#### Proposed 2019 Ranges

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<tr>
<th>Dept</th>
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<th>2018 Salary Proposed Minimum</th>
<th>Proposed Mid-Point</th>
<th>Proposed Maximum</th>
<th>Compa-Ratio</th>
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<td>10</td>
<td>General Counsel</td>
<td>$223,392 $184,252</td>
<td>$230,315</td>
<td>$276,377</td>
<td>0.97</td>
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### Increase Recommendation

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<th>Proposed Mid-Point</th>
<th>Proposed Maximum</th>
<th>Compa-Ratio</th>
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<tbody>
<tr>
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<td>General Counsel</td>
<td>?</td>
<td>$184,252</td>
<td>$230,315</td>
<td>$276,377</td>
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Memorandum

Date: March 29, 2018

To: Tom Roiniotis, Chairman, Board of Directors

From: Karin Hollohan, Chief Administrative Services Officer

Subject: Compensation for the General Manager/CEO and General Counsel

As background for the Board of Directors annual performance and compensation review of the General Manager/CEO and General Counsel scheduled for the March 2018 Board meeting, I am providing current information on market pay rates for both positions. The most recent formal executive compensation survey was commissioned by the Board and conducted by Milliman, Inc, completed in July 2015. That survey included 8 joint action agency participants.

Attached is a summary and supporting detail for five separate salary surveys, as collected by Platte River’s Human Resources staff. Not all are recommended for consideration but are included as reference. They include:

1. Large Public Power Council (LPPC) executive compensation survey: not recommended by staff due to the wide variation in participant size and revenue.
2. National Rural Electric Association (NRECA): not recommended by staff because coops tend to pay executive level positions very differently than public power.
3. Western Management Group (WMG): not recommended by staff. Although this is a valid survey and represents many public power agencies, it also has a wide variation of participant size and revenue.
4. American Public Power Association (APPA): recommended by staff since the survey does separate results by revenue. The data shown includes results from Joint action agencies with more than $175 million in revenue.
5. Hometown Connections: recommended by staff since the survey does separate out data between joint action agencies and generation/transmission cooperatives.

An average of these two surveys results in the following:

- $341,604 market rate for the General Manager/CEO.
- $223,390 market rate for the General Counsel.

Using the philosophy established by the Board in 2015 to set pay ranges at 80% to 120% of the market rate/midpoint, updated 2018 pay ranges for these two positions would be:

- GM/CEO: Minimum = $273,283, Midpoint = $341,604, Maximum = $409,924
- General Counsel: Minimum = $178,712, Midpoint = $223,390, Maximum = $268,067
Even though the 2015 custom survey and the 2018 published survey participants vary somewhat, both include exclusively joint action agency data that suggests the median pay for the General Manager/CEO continues to increase more rapidly than other positions.

The APPA survey did not include bonus information, although the Hometown Connections survey reported that a few participants did report a 14.3% bonus for the General Manager/CEO and 10.0% for the General Counsel (using the 50th percentile data).

If you would like additional information or would like to discuss the surveys in more detail, I'd be happy to talk with you further.

Attachments:
Survey summary for each position
Participant lists and compensation detail for each survey
Memorandum

Date: 1/24/2019

To: Board of Directors

From: Jason Frisbie, General Manager/CEO
      Joe Wilson, General Counsel

Subject: General Counsel Responsibilities and Reporting Relationship

Attached is Resolution No. 03-17 that sets forth the responsibilities and dual reporting structure currently in place for the general counsel. Due to recent and planned internal reorganizations it may be appropriate to modify this resolution in the near future. For example, Resolution No. 03-17 notes that the general counsel is responsible for reliability compliance, but due to the recent reorganization the general counsel is now also responsible for environmental compliance. There is also a recruitment underway for a director of community and governmental affairs, which position will report to the chief strategy officer.

As part of the recruitment effort for a new general counsel there will be discussion concerning the involvement of the general manager in the general counsel review and compensation process, the results of which may also need to be integrated into any revisions to Resolution No. 03-17. Such discussion may also require revision of Resolution No. 01-16, also attached.

As a point of reference Large Public Power Council (LPPC) members were recently polled concerning the reporting relationship and method used to determine compensation for the general counsel. A majority of the LPPC members reporting noted a dual reporting relationship. A majority also reported that general counsel salary was set by the general manager.

The purpose of this memorandum in not to suggest any immediate change to Resolution Nos. 03-17 and 01-16, but changes may be appropriate to both of these resolutions when the general counsel solicitation process is concluded.

Attachments
RESOLUTION NO. 03-17

WHEREAS, during the period 1976 through 2002 Platte River was represented by a retained General Counsel who reported solely to the Board of Directors and a Corporate Counsel who reported to the General Manager; and

WHEREAS, through Resolution No. 21-02 the board discontinued the position of Corporate Counsel and consolidated all legal functions within the position of General Counsel, who was responsible for providing legal advice and counsel to both the Board and management, but with a direct and singular reporting relationship to the board; and

WHEREAS, upon retention of the current General Counsel the responsibilities and reporting relationship specified in Resolution No. 21-02 were reaffirmed through Resolution No. 13-07, which superseded and replaced Resolution No. 21-02; and

WHEREAS, through Resolution No. 30-12 the board adopted a legislative policy under which the “General Manager and other members of Platte River staff as she or he may delegate are authorized to represent the interests of Platte River before legislative and regulatory bodies”; and

WHEREAS, pursuant to Resolution No. 30-12 in September, 2014, the General Manager with the approval of the Board delegated responsibility for governmental affairs to the General Counsel; and

WHEREAS, the most recent compliance policy approved by the General Manager on September 6, 2016, entitled Internal Compliance Program, delegates compliance to a Chief Compliance Officer who reports directly to the General Manager; and

WHEREAS, through staff re-organization subsequent to the departure of the prior Chief Compliance Officer it was recommended and approved by the Board that compliance responsibilities should be undertaken by the General Counsel reporting to the General Manager; and

WHEREAS, the new responsibilities delegated to the General Counsel, which effectively involve reporting to the General Manager, complicate the reporting relationship contemplated in Resolution No. 13-07 and effectively create a dual reporting relationship.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of Platte River Power Authority that:

Resolution No. 03-17: Dual Reporting – General Counsel
Page 1 of 2
RESOLUTION NO. 03-17

1) Platte River shall retain a General Counsel who shall serve at the pleasure of the Board; and
2) The General Counsel shall be responsible for all legal representation of Platte River and shall provide legal advice and counsel to both the Board and management; and
3) The General Counsel will owe allegiance to the organization itself and shall have a direct reporting relationship to the Board on all legal matters; and
4) Pursuant to Resolution No. 30-12 and the above-cited Internal Compliance Program, the General Counsel will additionally be responsible for governmental affairs and reliability compliance, and in doing so will report directly to the General Manager; and
5) Pursuant to this expansion of responsibilities, going forward the General Counsel will have a dual reporting relationship to both the Board and the General Manager; and
6) The Board will be responsible for the review of the General Counsel's performance, with input as appropriate from the General Manager reflective of the dual responsibilities; and
7) The General Counsel may employ or retain attorneys in accordance with the positions authorized and funds appropriated from time to time by the Board.

AS WITNESS, I have executed my name as Assistant Secretary and have affixed the corporate seal of the Platte River Power Authority this ___ day of ___ 2017.

[Signature]
Assistant Secretary

Adopted: March 30, 2017
Voted: 8-0
RESOLUTION NO. 01-16

WHEREAS, through Resolution No. 6-14 the Board adopted a General Manager and General Counsel Annual Performance Review Process Policy, to which modifications were made through Resolution No. 12-15; and

WHEREAS, based on experience with the annual review process the suggestion has been made by Board members that an annual performance review in March – rather than December - may allow a better assessment of the prior year achievements; and

WHEREAS, to effect this change in the review cycle the existing policy must be modified.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of Platte River Power Authority that the General Manager and General Counsel Annual Performance Review Process, as attached to this Resolution, is hereby modified and adopted.

AS WITNESS, I have executed my name as Assistant Secretary and have affixed the corporate seal of the Platte River Power Authority this _25_ day of _February_, 2016.

[Signature]
Assistant Secretary

Adopted: February 25, 2016
Vote: 7-0
Policy

Policy Title: General Manager and General Counsel Annual Performance Review Process

Original Approval Date: 3/27/2014

Enter date of original policy approval

Responsibility: Corporate Services Director

Revision Approval Date: 2/25/2016

Enter date of most current revision

Authority: Board of Directors

Review Frequency: As Needed

Select One

Counsel Review: Joe Wilson, General Counsel

Review Date: No Date

Enter NEXT review is required

Route to General Counsel for review of subsequent procedures and/or processes: Yes

Associated Procedures: Total Compensation Policy; Employee Handbook

Enter titles of procedures associated to policy

AS WITNESS, I have executed my name as Assistant Secretary and have affixed the corporate seal of the Platte River Power Authority this 25 day of February, 2016.

Assistant Secretary

Version History:
Enter version history using the following standard convention: the number preceding the decimal is for major versions while the number following the decimal is for minor changes or updates. For example: 1.01 (Format changes and other insignificant changes should not be listed). Please do not include draft or works in progress in version history. Every version requires approval by the General Manager.

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<th>Date</th>
<th>Action</th>
<th>Author</th>
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</table>
Policy Title: General Manager and General Counsel Annual Performance Review Process Version # 3.0  
Category: Administrative/Board of Directors  
Post to Intranet: No  
Enter date of latest revision

Purpose:

The purpose of this policy is to establish the process by which the Board of Directors provides performance feedback to the General Manager and General Counsel ("appointees"), as direct reports to the Board. The intent of such feedback is to help ensure that both appointees are aware of the Board’s expectations, and to provide the support needed for both to be successful in their jobs.

Implementing Parties and Assigned Responsibilities:

The Board of Directors is responsible for carrying out this policy, and may delegate actions under this policy through the General Manager to internal Platte River staff.

The Board Chairman and Vice Chairman, in conjunction with the General Manager, are responsible for identifying the appropriate internal support staff to assist with the process, for working with all Board members to determine the content and audience for any performance feedback survey, and to direct staff regarding any desired market survey to help determine compensation.

Associated Items:

Employee Total Compensation Policy originally adopted by the Board on March 28, 2013.
Platte River’s Employee Handbook

Policy:

It is the Board’s policy to provide regular feedback on performance to both the General Manager and General Counsel, and to do so in a way that incorporates input from a variety of sources while focusing on Board expectations and strategies. An annual review with each appointee will be held in March of each year. The focus of the review should be two-fold: First, accomplishments for the previous year should be reviewed individually with each appointee, and feedback provided regarding the quality, timeliness, and acceptability of their results; Second, a discussion should take place regarding the Board’s expectations for the upcoming year.

In preparation for that discussion, the Board will solicit input from all Board members and designated direct reports. The Board may further consider input from selected internal Platte River employees with whom either appointee may work. Such input will be solicited in early March of each year, and reported to the Board prior to the March meeting.

If any Board member wishes to make changes to the performance feedback survey, such proposal should be first brought to the full Board for discussion and approval. Since the content of the performance feedback survey incorporates Board expectations, any future changes to that survey should be made as early in the year as feasible in order to best provide guidance to the Board appointees.

The Board may provide performance feedback to each appointee using the feedback surveys, the appointee’s annual reports, direct Board discussion or other means that appropriately reflect job performance. Copies of all written feedback will be provided to each direct report. Each appointee shall prepare a written memo style annual report including a self-evaluation prior to any performance discussions with the Board. In all situations, the Board is committed to following Platte River’s equal opportunity policy and will not discuss, allude to, or be influenced by non job related factors.

As part of the annual performance review process, the Board will review the salaries of the appointees and shall determine any applicable adjustments. This review should be conducted in a manner consistent with the Board’s
Employee Total Compensation Policy regarding market-based compensation practices and methodology. The Board may direct staff to either use the existing internal market survey process or may choose to use an external third party vendor to evaluate the market practices and current pay levels for the positions held by each appointee. In either case, the market survey should reflect a broad cross section of similarly situated generation and transmission utilities. Any changes in pay resulting from the survey should be communicated to each appointee during the March Board meeting.

Routing Instructions:
1. Obtain Signatures (in order): Legal, Division Director, General Manager
2. Publish to the intranet, if appropriate
3. Send signed original to Central Files in Records (both hard copy & Word document)

cc: Records – Original