

## VALLEY CLEAN ENERGY ALLIANCE

### Staff Report – Item 14

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**TO:** Valley Clean Energy Alliance Board of Directors

**FROM:** George Vaughn, Finance and Operations Director  
Mitch Sears, Interim General Manager

**SUBJECT:** Consultant Contract Extension for Victoria Zattero and Increase  
Contract Not to Exceed Amount

**DATE:** March 12, 2020

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#### **RECOMMENDATION**

Approve Amendment No. One to Victoria Zattero to 1) modify the term, retroactive to January 1, 2020 and extending the termination date to June 30, 2020, and 2) increase the not to exceed amount from \$25,000 to \$30,000.

#### **BACKGROUND & DISCUSSION**

In January 2019, Pacific Gas & Electric (PG&E) filed bankruptcy and the Board voted to participate in the Pacific Gas & Electric bankruptcy litigation and to explore all options. VCE thereafter investigated the feasibility of acquiring some or all of PG&E's electric distribution system within Yolo County as a part of the PG&E bankruptcy process.

To assist in this process, in July 2019, VCE entered into a consulting agreement with Victoria Zattero to serve as project manager coordinating the work of the VCE team and consultants; the agreement was a not to exceed amount of \$25,000. To date, approximately \$1,200 remains on the contract.

The contract terminated on December 31, 2019. As the PG&E bankruptcy proceeding has not concluded, staff believes that a continuation of Ms. Zattero's consulting services are needed. Staff has been satisfied with Ms. Zattero's performance, responsiveness, and professionalism and is therefore recommending an extension of the existing contact

#### **CONCLUSION**

Staff is recommending that: (1) the contract not to exceed amount of \$30,000; (2) modify the term, retroactive to January 1, 2020; and (3) extend the termination date to June 30, 2020. This is intended to cover costs through VCE's fiscal year ending June 30, 2020. As directed by the Board, VCE will continue to utilize a small portion of budget contingency to cover the additional \$5,000 contract cost.

**Attachments:** Amendment One (1)  
Resolution

**AMENDMENT NO. ONE (1)**  
**TO THE ENERGY ADVISORY SERVICES**  
**BETWEEN**  
**VALLEY CLEAN ENERGY ALLIANCE**  
**AND**  
**VICTORIA ZAVATTERO**

**1. Parties and Date.**

This Amendment No. One (1) to the Energy Advisory Services is made and entered into as of this 12<sup>th</sup> day of March 2020, by and between Valley Clean Energy Alliance, a Joint Powers Agency, existing under the laws of the State of California (“VCEA”) and Victoria Zavattero (“VZ”). VCEA and VZ are sometimes individually referred to as “Party” and collectively as “Parties.”

**2. Recitals.**

2.1 VCEA and VZ entered into a legal services agreement effective July 11, 2019 for the purpose of retaining VZ to provide energy advisory services described in the Agreement. (“the “Agreement”)

2.2 Amendment Purpose. VCEA and VZ desire to amend the Agreement to extend the term through June 30, 2020 and increase the total compensation to a not to exceed amount of Thirty Thousand Dollars (\$30,000) under the Agreement.

**3. Terms.**

3.1 Amendment. Sections 1.4 Term. and 4.1 Compensation of the Agreement are hereby amended in their entirety to read as follows:

1.4 Term. The term of this Agreement shall begin on July 11, 2019, the date the VCEA Interim General Manager or his delegee approves this Agreement, and shall expire on June 30, 2020 or when terminated as provided in Article 5. This Agreement may be extended by the mutual agreement of VCEA and Consultant in writing and signed by both parties.

4.1 Compensation. This is a “time and materials” based agreement. Consultant shall receive compensation, including authorized reimbursements, for Services rendered under this Agreement at the rates, in the amounts and at the times set forth in Exhibit D. Notwithstanding the provisions of Exhibit D, the total compensation shall not exceed Thirty Thousand Dollars (\$30,000) without written approval of VCEA. Extra work may be authorized, as described in the July 11, 2019 Agreement, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.2 Continuing Effect of Agreement. Except as amended by this Amendment No. One (1), all other provisions of the Energy Advisory Services Agreement remain in full force and effect and shall govern the actions of the parties. From and after the date of this Amendment No. One (1) whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement as amended by this Amendment No. One (1).

3.3 Severability. If any portion of this Amendment No. One (1) is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

IN WITNESS WHEREOF, the Parties have entered into this Amendment No. One (1) as of the 12<sup>th</sup> day of March 2020.

VALLEY CLEAN ENERGY ALLIANCE

VICTORIA ZAVATTERO

By: \_\_\_\_\_  
Mitch Sears  
Interim General Manager

By: \_\_\_\_\_  
Its: Principal

Printed Name: Victoria Zavattero

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Harriet Steiner  
VCEA Attorney

**VALLEY CLEAN ENERGY ALLIANCE**

**RESOLUTION NO. 2020- \_\_\_\_\_**

**A RESOLUTION OF THE VALLEY CLEAN ENERGY ALLIANCE APPROVING AMENDMENT ONE (1) TO THE AGREEMENT FOR CONSULTING SERVICES WITH VICTORIA ZAVATTERO AND AUTHORIZING THE VCE INTERIM GENERAL MANAGER TO EXECUTE THE AMENDMENT**

**WHEREAS**, the Valley Clean Energy Alliance (“VCE”) is a joint powers agency established under the Joint Exercise of Powers Act of the State of California (Government Code Section 6500 et seq.) (“Act”), and pursuant to a Joint Exercise of Powers Agreement Relating to and Creating the Valley Clean Energy Alliance between the County of Yolo (“County”), the City of Davis (“Davis”), the City of Woodland and the City of Winters (“Cities”) (the “JPA Agreement”), to collectively study, promote, develop, conduct, operate, and manage energy programs; and,

**WHEREAS**, VCE is investigating the feasibility of acquiring some or all of Pacific Gas & Electric’s (PG&E) electric distribution system within Yolo County as part of the PG&E bankruptcy process; and,

**WHEREAS**, in July 2019 an agreement was entered into between VCE and Victoria Zavattero (“VZ”) for consulting services to serve as project manager coordinating the work of the VCE team and consultants organized to explore VCE’s options.

**NOW, THEREFORE**, the Board of Directors of the Valley Clean Energy Alliance hereby authorizes the VCE Interim General Manager to execute on behalf of VCE Amendment One (1) to the Agreement with Victoria Zavattero for consulting services 1) modifying the term, retroactive to January 1, 2020 and extending the termination date to June 30, 2020, and 2) increasing the not to exceed amount to \$30,000, as set forth in the attached Exhibit A - Amendment One (1) to the Agreement.

**PASSED, APPROVED, AND ADOPTED**, at a regular meeting of the Valley Clean Energy Alliance, held on the \_\_\_\_ day of \_\_\_\_\_ 2020 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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Don Saylor, VCE Chair

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Alisa M. Lembke, VCE Board Secretary

Attachment: Exhibit A - Amendment One (1) to Victoria Zavattero Agreement.

## **Exhibit A**

### **Amendment One (1) to Victoria Zavattero Agreement**