

VALLEY CLEAN ENERGY ALLIANCE

Staff Report – Item 15

TO: VCE Board of Directors

FROM: Mitch Sears, Interim General Manager

SUBJECT: Approval of Amendment 2 to the Pacific Policy Group Agreement for lobbying services extending the term for one year and increasing the contract amount

DATE: June 11, 2020

RECOMMENDATION

Authorize VCE's Interim General Manager to execute an amendment to the Pacific Policy Group ("PPG") Agreement for lobbying services extending term one-year effective July 1, 2020 terminating June 30, 2021 for a not to exceed amount of \$60,000.

BACKGROUND

During VCE's first year of operations, there were several legislative bills identified in the 2017-2018 Legislative session that posed significant issues for CCA's. Although VCE participates in the joint CalCCA Legislative group for monitoring of legislative bills that may have significant impact on CCA's, VCE did not have a lobbying and consulting firm that would provide legislative advocacy services for VCE's specific interests.

On February 1, 2019 an agreement with PPG was entered into for lobbying services with an expiration date of January 31, 2020 and a not to exceed amount of \$60,000. As of February 1, 2020, VCE has expended the \$60,000. On March 12, 2020, Amendment 1 to the agreement was approved which extended the term through June 30, 2020 and increased the contract by \$25,000 to a not to exceed amount of \$85,000 to cover the costs for the months of February 2020 through June 2020. This contract will expire on June 30, 2020.

As VCE enters into the core of this extraordinary 2020-2021 Legislative session, staff believes the continuance of VCE's direct engagement in the legislative process is needed as key energy Bills are introduced and move through the process. In order to be effective and have a voice in the process a lobbying presence in Sacramento is necessary. Staff has been satisfied with PPG's performance, responsiveness, and professionalism and is therefore recommending an extension of the existing contact for lobbying services.

The costs for this agreement for lobbying services is budgeted in the FY2020-2021 operating budget.

CONCLUSION

Staff recommends to the Board that the agreement be effective July 1, 2020 expiring on June 30, 2021 and be increased to a not to exceed amount of \$60,000.

Attachments:

1. Amendment Two
2. Resolution

AMENDMENT NO. TWO (2)
TO THE ENERGY ADVISORY SERVICES
CONSULTANT AGREEMENT
BETWEEN
VALLEY CLEAN ENERGY ALLIANCE
AND
PACIFIC POLICY GROUP, LLP

1. Parties and Date.

This Amendment No. Two (2) to the Energy Advisory Services Agreement is made and entered into as of 1st day of July 2020, by and between Valley Clean Energy Alliance, a Joint Powers Agency, existing under the laws of the State of California (“VCEA”) and Pacific Policy Group, a Limited Liability Partnership (“PPG”). VCEA and PPG are sometimes individually referred to as “Party” and collectively as “Parties.”

2. Recitals.

2.1 VCEA and PPG entered into a consultant services agreement effective February 1, 2019 for the purpose of retaining PPG to provide energy advisory services, including lobbying services, described in the Agreement. (“the “ Agreement”) and extended this Agreement, by Amendment No. 1, from March 31, 2020 through June 30,2020.

2.2 Amendment Purpose. VCEA and PPG desire to amend the Agreement to extend the term through June 30, 2021 and increase the not to exceed amount 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 which began on February 1, 2019 and has been extended through June 30, 2020 shall be extended and shall continue from July 1, 2020 through June 30, 2021 or when terminated as provided in Article 5.

3.2 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 for the period July 1, 2020 through June 30, 2020 shall not exceed Sixty Thousand (\$60,000) without written approval of VCEA. Extra work may be authorized,

as described in the Agreement, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.4 Continuing Effect of Agreement. Except as amended by this Amendment No. Two (2), 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. Two (2) whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement as amended by this Amendment No. Two (2).

3.6 Severability. If any portion of this Amendment No. Two (2) 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. TWO (2) as of the _____ day of June 2020.

VALLEY CLEAN ENERGY ALLIANCE

PACIFIC POLICY GROUP, LLP

By: _____
Mitch Sears
Interim General Manager

By: _____
Its: Principal and Co-founder

Printed Name: Mark Fenstermaker

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 TWO (2) TO THE PACIFIC POLICY GROUP AGREEMENT FOR LOBBYING SERVICES 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, during VCE’s first year of operations, there were several legislative bills identified in the 2017-2018 Legislative session that posed significant issues for CCAs;

WHEREAS, VCE participates in the joint CalCCA Legislative group for monitoring of legislative bills that may have significant impact on CCA’s, however VCE did not have a lobbying and consulting firm that provided legislative advocacy services for VCE’s specific interests;

WHEREAS, on February 1, 2019 an agreement was entered into between VCE and Pacific Policy Group, LLP, (“PPG”) for lobbying services, said agreement expired on January 31, 2020; and,

WHEREAS, on March 12, 2020, Amendment 1 to the agreement was approved which extended the term through June 30, 2020 and increased the contract by \$25,000 to a not to exceed amount of \$85,000 to cover the costs for the months of February 2020 through June 2020.

NOW, THEREFORE, the VCE Board of Directors hereby authorizes the VCE Interim General Manager to execute on behalf of VCE Amendment Two (2) to the PPG Agreement for lobbying services extending term for one year effective July 1, 2020 terminating June 30, 2021 for a not to exceed amount of \$60,000, as set forth in the attached Exhibit A – Amendment Two (2) to PPG’s 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:

Don Saylor, VCE Chair

Alisa M. Lembke, VCE Board Secretary

Attachment: Exhibit A - Amendment Two (2) to Pacific Policy Group Agreement

Exhibit A

Amendment Two (2) to Pacific Policy Group Agreement