



651 Commerce Drive  
Roseville, California 95678

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## Agenda

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**Date:** February 23, 2022  
**Subject:** NCPA Legislative and Regulatory Affairs Committee Meeting and Budget Workshop  
**Location:** Teleconference  
**Time:** 12:00 pm

***This meeting is being held in accordance with the Brown Act, Governor Gavin Newsom's Emergency Declaration related to COVID-19 adopted pursuant to the California Emergency Services Act, and Assembly Bill 361, that allow the NCPA Legislative and Regulatory Affairs Committee, Members, staff and the public to participate and conduct the meeting by teleconference.***

You may participate in the meeting by phone or teleconference:

Dial: (669) 900-6833  
Meeting ID: 483-250-4597#  
Participant ID: 918974

To participate via Zoom Teleconference  
Follow this link: <https://us02web.zoom.us/j/4832504597>

The Committee may take action on any of the items listed on this Agenda regardless of whether the matter appears on the Consent Calendar or is described as an Action Item, a Report or an Informational Item. If this agenda is supplemented by Staff Reports, they are available to the public upon request. Pursuant to California Government Code Section 54957.5, the following is the location at which the public can view Agendas and other public writings: NCPA Offices, 651 Commerce Drive, Roseville, California, or [www.ncpa.com](http://www.ncpa.com).

Time estimates are provided as part of the Committee's effort to manage its time at Committee meetings. Listed times are estimated only and are subject to change at any time, including while the meeting is in progress. The Committee reserves the right to use more or less time on any item, to change the order of items, and/or to continue items to another meeting.

Particular items may be heard before or after the time estimated on the agenda. This may occur in order to best manage the time at a meeting or to adapt to the participation of the public. To ensure participation in a particular item, we suggest arriving at the beginning of the meeting and remaining until the item is called.

Persons requiring accommodations in accordance with the Americans with Disabilities Act in order to attend or participate in this meeting are requested to contact the NCPA Secretary at 916.781.3636 in advance of the meeting to arrange for such accommodations.

## 1. Call to Order, Opening Remarks, Roll Call (12:00 pm—12:05 pm)

### PUBLIC FORUM

Any member of the public who desires to address the Committee on any item considered by the Committee at this meeting before or during the Committee's consideration of that item shall so advise the Chair and shall thereupon be given an opportunity to do so. Any member of the public who desires to address the Committee on any item within the jurisdiction of the Committee and not listed on the Agenda may do so at this time.

### REPORTS AND COMMITTEE UPDATES (12:05 pm)

2. **Meeting Minutes**—*Approval of minutes from the December 1, 2021 Strategic Planning Meeting and February 16, 2022 Special Meeting. (Action Item)*
3. **Budget Workshop**—*Review and discussion of the FY 2023 proposed budget to support the NCPA Legislative and Regulatory Affairs Committee's strategic plan priorities. (Action Item)*
4. **Multi-task Consulting Services Agreement with Government Affairs Consulting**—*Staff is seeking a recommendation for the NCPA Commission to approve a five-year Multi-Task Consulting Services Agreement with Government Affairs Consulting for state legislative consulting services, for a not-to-exceed amount of \$990,000, for use by NCPA. (Action Item. Commission Category: Consent)*
5. **Multi-task Consulting Services Agreement with Kanner and Associates**—*Staff is seeking a recommendation for the NCPA Commission to approve a two-year—with a right to renew for a third year—Multi-Task Consulting Services Agreement with Kanner and Associates for federal legislative and regulatory advocacy for a not-to-exceed amount of up to \$930,000 for use by NCPA. (Action Item. Commission Category: Consent)*
6. **Federal Affairs**—*NCPA member issues briefing for upcoming APPA Legislative Rally meetings with federal delegation and agency officials. Includes updates on Build Back Better Act/clean energy legislation, FY 2023 appropriations, federal grant opportunities, and upcoming member grassroots advocacy events.*
7. **Federal Power Program**—*Discussion of latest developments and proceedings impacting the federal power resource.*
8. **Customer Programs**—*Briefing on transportation electrification programs, upcoming energy efficiency reporting requirements, and ongoing efforts to identify potential funding opportunities.*
9. **Regulatory Affairs**—*Overview of recent state and regulatory agency developments, with particular attention focused on the California Air Resources Board's Scoping Plan, the California Energy Commission Integrated Energy Policy Report, the California Public Utilities Commission's Net Energy Metering proposal, and the California Independent System Operator's recently-released 20-Year Transmission Outlook.*
10. **State Legislative Affairs**—*Update on the introduction of state legislation as of the bill introduction deadline, and ongoing advocacy related to NCPA's priority issues.*
11. **Other Issues**

### ADJOURNMENT



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# Meeting Minutes

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**To:** Legislative and Regulatory Affairs Committee  
**From:** Robyn Jackson, Legislative and Regulatory Affairs Assistant  
**Subject:** December 1, 2021 Meeting Minutes, NCPA Legislative and Regulatory Affairs Committee

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## ***Item #1 – Opening Remarks & Introductions***

NCPA Legislative and Regulatory Affairs Committee Chair Greg Scharff, City of Palo Alto, called the meeting to order at 12:05 pm. A quorum was present. Introductions were made. Those in attendance are shown on the attached attendance list.

## **PUBLIC FORUM**

No members of the public were present.

## **REPORTS/ACTION ITEMS**

### ***Item #2 Approval of Minutes***

Motion: A motion was made by Jerry Serventi, City of Alameda, and seconded by Mark Chandler, City of Lodi, to approve the minutes from the August 25, 2021 and September 29, 2021 regular meeting, and the minutes from the Legislative and Regulatory Affairs Committee special meetings held on August 24, 2021 and September 2, 2021. *A majority carried the motion on a roll call vote. San Francisco BART, Gridley, Plumas-Sierra, Port of Oakland, Truckee Donner and Ukiah were absent.*

### ***Item #3 Multi-Task Consulting Services Agreement with Association Management Solutions***

Jane Cirrincione, NCPA's AGM for Legislative & Regulatory Affairs, presented background information and requested a recommendation for Commission approval of a Multi-Task Consulting Services Agreement with Association Management Solutions LLC (AMS) to provide needed support for the planning and management of NCPA conferences and events, as well as for use separately by signatories to the Shared Services Agreement (NCPA Members, SCPPA, and SCPPA Members). which shall not exceed \$450,000 over three years for NCPA, NCPA Members, SCPPA, and SCPPA Members.

Motion: A motion was made by Suds Jain, City of Santa Clara, and seconded by Jerry Serventi, City of Alameda, recommending Commission approval authorizing the General Manager or his designee to enter into a Multi-Task Consulting Services Agreement with Association Management Solutions for conference and event planning services for in amount not exceed \$450,000 over five years, for use by NCPA, NCPA Members, SCPPA, or SCPPA Members. *A majority carried the motion on a roll call vote. San Francisco BART, Gridley, Healdsburg, Plumas Sierra, Port of Oakland, Truckee Donner and Ukiah were absent.*

***Item #4 Third Amendment to the Funding Agreement with California Municipal Utilities Association, Southern California Public Power Authority for Energy Efficiency Services:***

Emily Lemei, Customer Programs Manager & Regulatory Affairs, presented background information and requested a recommendation for NCPA Commission approval a Third Amendment to the existing Funding Agreement with the California Municipal Utilities Association (CMUA) and Southern California Public Power Authority (SCPPA) to increase the total not-to-exceed amount by \$458,500, of which NCPA will be responsible for payment of \$58,562. Expenses for each additional upgrade to the cost-effectiveness tool and reporting platform will be shared only by those Members that agreed to fund a share of a specific upgrade, and will be billed directly to that Member as a pass-through charge.

Motion: A motion was made by Jerry Serventi, City of Alameda, and seconded by Bo Sheppard, City of Biggs, recommending Commission approval authorizing the General Manager or his designee to enter into a Third Amendment to the Funding Agreement with California Municipal Utilities Association and the Southern California Public Power Authority for Energy Efficiency Services, to increase the total not-to-exceed amount by \$458,500, of which NCPA will be responsible for payment of \$58,562. *A majority carried the motion on a roll call vote. San Francisco BART, Gridley, Healdsburg, Plumas Sierra, Port of Oakland, Truckee Donner and Ukiah were absent.*

***Item #5 State and Federal Grant Funding Opportunities***

Emily Lemei, Customer Programs Manager & Regulatory Affairs, updated the committee on state and federal grant funding opportunities of interest to NCPA and NCPA Members and described agency support and resources for member systems in this area.

***Item #6 NCPA Legislative and Regulatory Affairs Committee 2022 Strategic Plan***

Jane Cirrincione, Assistant General Manager, Legislative & Regulatory Affairs, led the discussion of recommended 2022 strategic goals and initiatives for the NCPA Legislative and Regulatory Affairs program. The Strategic Plan establishes priorities and policy objectives for the coming year, and serves as the basis for development of the FY 2022 L&R program budget. After Committee discussion, the L&R Affairs staff answered questions from the Legislative and Regulatory Affairs Committee Members.

Motion: A motion was made by Mark Chandler, City of Lodi, and seconded by Jerry Serventi, City of Alameda, recommending Commission approval to the NCPA Legislative & Regulatory Affairs Committee 2022 Strategic Plan. *A majority carried the motion on a roll call vote. San Francisco BART, Gridley, Healdsburg, Plumas Sierra, Truckee Donner, and Ukiah were absent.*

***Item #7 State, Federal, Western, Regulatory, Customer Programs, Member Services, and External Affairs Highlights***

Key developments of importance to NCPA Member were reported by the NCPA L&R team.

***Item #8 – Other Issues***

None.

**ADJOURNMENT**

The Legislative and Regulatory Affairs Committee meeting was moved to adjournment by Legislative and Regulatory Affairs Committee Chair Greg Scharff, City of Palo Alto, at 4:04 pm.

DRAFT

**Northern California Power Agency  
 Legislative & Regulatory Affairs Committee Meeting and Teleconference  
 December 1, 2021  
 COMMITTEE MEMBER  
 Attendance List**

NCPA Committee Members are requested to sign, but signature by members of the public is voluntary.

<b>MEMBER</b>	<b>SIGNATURE</b>
<b>1 - ALAMEDA</b>	Jerry Serventi
<b>2 - BIGGS</b>	James "Bo" Sheppard
<b>3 - GRIDLEY</b>	
<b>4 - HEALDSBURG</b>	David Hagele
<b>5 - LODI</b>	Mark Chandler
<b>6 - LOMPOC</b>	Jenelle Osborne
<b>7 - PALO ALTO</b>	Greg Scharff
<b>8 - PLUMAS-SIERRA REC</b>	
<b>9 - PORT OF OAKLAND</b>	Jared Carpenter
<b>10 - REDDING</b>	Pat Keener
<b>11 - ROSEVILLE</b>	Shawn Matchim
<b>12 – SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT</b>	
<b>13 – SANTA CLARA</b>	Sudhanshu Jain
<b>14 – SHASTA LAKE</b>	James Takehara
<b>15 – TRUCKEE DONNER</b>	Steven Poncelet
<b>16 - UKIAH</b>	Mel Grandi

**Northern California Power Agency  
Legislative and Regulatory Affairs Committee Meeting and Teleconference  
December 1, 2021  
Attendance List**

NCPA Committee Members, Alternates & Staff are requested to sign, but signature by members of the public is voluntary.

<b>SIGNATURE</b>	<b>AFFILIATION</b>
Nico Procos	Alameda
Robert Oberta	Alameda
Alan Harbottle	Alameda
Terry Crowley	Lodi
Melissa Price	Lodi
Jeff Berkheimer	Lodi
CJ Berry	Lompoc
Heather Dauler	Palo Alto
Lena Perkins	Palo Alto
Emily Compton	Palo Alto
Corby Erwin	Plumas-Sierra
Amber Blixt	Roseville
Chris Romero	Roseville
Kathleen Hughes	Santa Clara
Basil Wong	Santa Clara
Ann Hatcher	Santa Clara
Gregg Cook	Government Affairs Consulting
Marty Kanner	Kanner and Associates
Randy Howard	NCPA
Jane Cirrincione	NCPA
Scott Tomashefsky	NCPA
Sarah Taheri	NCPA
Emily Lemei	NCPA
Jack Lincoln	NCPA
Regina Rieger	NCPA

Robyn Jackson	NCPA
Jane Luckhardt	NCPA
Tony Zimmer	NCPA
Mike Whitney	NCPA





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# Special Meeting Minutes

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**To:** Legislative and Regulatory Affairs Committee  
**From:** Robyn Jackson, Legislative and Regulatory Affairs Assistant  
**Subject:** February 16, 2022 Special Meeting Minutes, NCPA Legislative and Regulatory Affairs Committee

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## ***Item #1 – Opening Remarks & Introductions***

NCPA Legislative and Regulatory Affairs Committee Vice Chair Mark Chandler, City of Lodi, called the special meeting to order at 10:01 am. Introductions were made. Those in attendance are shown on the attached attendance list.

## **PUBLIC FORUM**

No members of the public were present.

## **REPORTS/ACTION ITEMS**

### ***Item #2 The Future of Diablo Canyon Nuclear Plant and Statewide Reliability***

Jacopo Buongiorno, Tokyo Electric Power Company Professor of Nuclear Engineering at the Massachusetts Institute of Technology (MIT) and the Director of Science and Technology at the MIT Nuclear Reactor Laboratory, briefed the committee on research findings outlined in a recent Stanford/MIT report entitled, *An Assessment of the Diablo Canyon Nuclear Plant for Zero-Carbon Electricity, Desalination, and Hydrogen Production*. Following the presentation, Mr. Buongiorno, along with EJ Baik of Stanford University and John Parsons of MIT, responded to NCPA Legislative and Regulatory Affairs Committee members' questions related to: public policy considerations for California's policymakers; transmission; safety concerns; potential future Diablo Canyon ownership models; and the role of the facility in promoting decarbonization goals.

## **ADJOURNMENT**

The Legislative and Regulatory Affairs Committee's special meeting was moved to adjournment by Vice Chair Mark Chandler, City of Lodi at 11:01 am.

**Northern California Power Agency  
Special L&R Affairs Committee Meeting and Teleconference  
February 16, 2022  
COMMITTEE MEMBER  
Attendance List**

NCPA Committee Members are requested to sign, but signature by members of the public is voluntary.

<b>MEMBER</b>	<b>SIGNATURE</b>
<b>1 - ALAMEDA</b>	Jerry Serventi
<b>2 - BIGGS</b>	Bo Sheppard
<b>3 - GRIDLEY</b>	
<b>4 - HEALDSBURG</b>	
<b>5 - LODI</b>	Mark Chandler
<b>6 - LOMPOC</b>	Jenelle Osborne
<b>7 - PALO ALTO</b>	Heather Dauler
<b>8 - PLUMAS-SIERRA REC</b>	Larry Price
<b>9 - PORT OF OAKLAND</b>	Jared Carpenter
<b>10 - REDDING</b>	
<b>11 - ROSEVILLE</b>	Pauline Roccucci
<b>12 – SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT</b>	
<b>13 – SANTA CLARA</b>	Sudhanshu Jain
<b>14 – SHASTA LAKE</b>	
<b>15 – TRUCKEE DONNER</b>	Steven Poncelet
<b>16 - UKIAH</b>	Doug Crane

**Northern California Power Agency  
Special L&R Affairs Committee Meeting and Teleconference  
February 16, 2022  
Attendance List**

NCPA Committee Members, Alternates & Staff are requested to sign, but signature by members of the public is voluntary.

<b>SIGNATURE</b>	<b>AFFILIATION</b>
Alan Harbottle	Alameda
Robert Oberta	Alameda
Mark Sorensen	Biggs
Jeff Berkheimer	Lodi
Melissa Price	Lodi
Emily Compton	Plumas-Sierra
Corby Erwin	Plumas-Sierra
Bill Newberg	Plumas-Sierra
Dan Beans	Roseville
Amber Blixt	Roseville
Chris Romero	Roseville
Todd White	Roseville
Kathy Watanabe	Santa Clara
Kathleen Hughes	Santa Clara
Bill Her	Santa Clara
Basil Wong	Santa Clara
Paulo Apolinario	Santa Clara
Steve Hance	Santa Clara
Cindy Sauers	Ukiah
Gregg Cook	Government Affairs Consulting
Susie Berlin	Law Office of Susie Berlin
Randy Howard	NCPA
Jane Cirrincione	NCPA
Scott Tomashefsky	NCPA

Emily Lemei	NCPA
Jack Lincoln	NCPA
Regina Rieger	NCPA
Robyn Jackson	NCPA
Randy Bowersox	NCPA
Tony Zimmer	NCPA
Mike Whitney	NCPA
Mike DeBortoli	NCPA
Jeremy Lawson	NCPA
Vela Wann	NCPA
Greg Scharff	City of Palo Alto Utilities Advisory Commission



# Commission Staff Report

**COMMISSION MEETING DATE:** February 24, 2022

**SUBJECT:** Government Affairs Consulting—Five Year Multi-Task Consulting Services Agreement for State Legislative Consulting Services; Applicable to the following: Northern California Power Agency (NCPA)

**AGENDA CATEGORY:** Consent

<b>FROM:</b>	Jane Cirrincione	<b>METHOD OF SELECTION:</b>
	Assistant General Manager	<i>Competitive Pricing Process</i>
Division:	Legislative & Regulatory Affairs	<i>If other, please describe:</i>
Department:	Legislative & Regulatory	

<b>IMPACTED MEMBERS:</b>					
All Members	<input checked="" type="checkbox"/>	City of Lodi	<input type="checkbox"/>	City of Shasta Lake	<input type="checkbox"/>
Alameda Municipal Power	<input type="checkbox"/>	City of Lompoc	<input type="checkbox"/>	City of Ukiah	<input type="checkbox"/>
San Francisco Bay Area Rapid Transit	<input type="checkbox"/>	City of Palo Alto	<input type="checkbox"/>	Plumas-Sierra REC	<input type="checkbox"/>
City of Biggs	<input type="checkbox"/>	City of Redding	<input type="checkbox"/>	Port of Oakland	<input type="checkbox"/>
City of Gridley	<input type="checkbox"/>	City of Roseville	<input type="checkbox"/>	Truckee Donner PUD	<input type="checkbox"/>
City of Healdsburg	<input type="checkbox"/>	City of Santa Clara	<input type="checkbox"/>	Other	<input type="checkbox"/>
<i>If other, please specify</i>					
_____					
_____					

## **RECOMMENDATION:**

Approve Resolution 22-14 authorizing the General Manager or his designee to enter into a Multi-Task Consulting Services Agreement with Government Affairs Consulting for state legislative consulting services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$990,000 over five years, for use by NCPA.

## **BACKGROUND:**

NCPA issued a Request for Proposal (RFP) LR 2106 on December 20, 2021, to solicit proposals from qualified consultants providing outside state legislative consulting services. The scope of services include representation before the State Legislature and the Administration, advocacy on behalf of policies that promote the interests of the electricity consumers served by our member utility systems, and support of NCPA member advocacy and conference events. Qualifications required a minimum of ten years of direct lobbying experience before the State Legislature, an understanding of public power-related policy issues, and demonstrated proactive approach to advocacy.

NCPA created a review group for the RFP consisting of NCPA staff and a staff representative from an NCPA member system with expertise in the field, and this review group evaluated and scored timely proposals submitted to the RFP. One vendor, Government Affairs Consulting, responded to the RFP by the deadline of January 14, 2022. Government Affairs Consulting was selected based on the scoring review group's evaluation of the firm's costs and experience. The proposal meets and exceeds the required qualifications, and the firm has demonstrated an ability to effectively perform all of the duties in the RFP's scope of work. NCPA has utilized this vendor to provide state representation in the past.

## **FISCAL IMPACT:**

Upon execution, the total cost of the agreement is not to exceed \$990,000.00 over five years. The fee for these state legislative services will be paid as a \$16,500 monthly retainer including all expenses. The retainer is an 18% increase from the retainer paid from 2009-2021; however, NCPA has not seen an increase in fees with this firm since 2009. This fee will not change over the term of the contract. NCPA expenditures for these services are limited to the amount authorized for state legislative advocacy by the NCPA Commission in the agency's annual budget.

## **SELECTION PROCESS:**

One vendor was selected as a result of an RFP process in accordance with NCPA's procurement policies and procedures. An RFP was posted on NCPA's website from December 20, 2021 through January 14, 2022. One response was received and evaluated based upon the following criteria: 1) Quality and completeness of proposal; 2) Knowledge, experience and skills to provide the requested services; 3) Experience of staff to be assigned to the project, based on prior engagements of similar scope and complexity; 4) Competitive rates for the requested services; 5) Demonstrated strong project management; and 6) Customer references. The selection process was completed by NCPA along with a representative from Roseville Electric Utility.

**ENVIRONMENTAL ANALYSIS:**

This activity would not result in a direct or reasonably foreseeable indirect change in the physical environment and is therefore not a “project” for purposes of Section 21065 the California Environmental Quality Act. No environmental review is necessary.

**COMMITTEE REVIEW:**

Pending Legislative & Regulatory Affairs Committee review and approval during its regularly scheduled meeting on February 23, 2022.

Respectfully submitted,

RANDY S. HOWARD  
General Manager

Attachments (2):

- Resolution 22-14
- Multi-Task Consulting Services Agreement with Government Affairs Consulting

**RESOLUTION 22-14**

**RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY  
APPROVING A MULTI-TASK CONSULTING SERVICES AGREEMENT WITH  
GOVERNMENT AFFAIRS CONSULTING**

**(reference Staff Report #116:22)**

WHEREAS, state legislative consulting services are required by the Northern California Power Agency (NCPA) to assure strong representation of the agency and its Members as state legislative policies are developed; and

WHEREAS, a vendor to provide these services was selected as a result of a recent Request for Proposal process in accordance with NCPA's procurement policies and procedures; and

WHEREAS, Government Affairs Consulting is an experienced and highly-qualified provider of these services; and

WHEREAS, the NCPA Commission has reviewed the Multi-Task Consulting Services Agreement with Government Affairs Consulting to provide such services as needed at any facilities owned and/or operated by NCPA; and

WHEREAS, this activity would not result in a direct or reasonably foreseeable indirect change in the physical environment and is therefore not a "project" for purposes of Section 21065 the California Environmental Quality Act. No environmental review is necessary; and

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency authorizes the General Manager or his designee to enter into a Multi-Task Consulting Services Agreement, with any non-substantial changes as approved by the NCPA General Counsel, which shall not exceed \$990,000 over five years, for use by NCPA.

PASSED, ADOPTED and APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2022 by the following vote on roll call:

	<u>Vote</u>	<u>Abstained</u>	<u>Absent</u>
Alameda	_____	_____	_____
San Francisco BART	_____	_____	_____
Biggs	_____	_____	_____
Gridley	_____	_____	_____
Healdsburg	_____	_____	_____
Lodi	_____	_____	_____
Lompoc	_____	_____	_____
Palo Alto	_____	_____	_____
Port of Oakland	_____	_____	_____
Redding	_____	_____	_____
Roseville	_____	_____	_____
Santa Clara	_____	_____	_____
Shasta Lake	_____	_____	_____
Truckee Donner	_____	_____	_____
Ukiah	_____	_____	_____
Plumas-Sierra	_____	_____	_____

\_\_\_\_\_  
DAVID HAGELE  
CHAIR

ATTEST: \_\_\_\_\_  
CARY A. PADGETT  
ASSISTANT SECRETARY





## **MULTI-TASK CONSULTING SERVICES AGREEMENT BETWEEN THE NORTHERN CALIFORNIA POWER AGENCY AND GOVERNMENT AFFAIRS CONSULTING**

This Consulting Services Agreement ("Agreement") is made by and between the Northern California Power Agency, a joint powers agency with its main office located at 651 Commerce Drive, Roseville, CA 95678-6420 ("Agency") and Government Affairs Consulting, a sole proprietorship with its office located at 1127 11<sup>th</sup> Street, Suite 548, Sacramento, CA 95814 ("Consultant") (together sometimes referred to as the "Parties") as of \_\_\_\_\_, 2022 ("Effective Date") in Roseville, California.

**Section 1. SERVICES.** Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to Agency the services described in the Scope of Services attached hereto as Exhibit A and incorporated herein ("Services"), at the time and place and in the manner specified therein.

- 1.1 Term of Agreement.** The term of this Agreement shall begin on the Effective Date and shall end when Consultant completes the Services, or no later than five (5) year from the date this Agreement was signed by Agency, whichever is shorter.
- 1.2 Standard of Performance.** Consultant shall perform the Services in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged and for which Consultant is providing the Services. Consultant represents that it is licensed, qualified and experienced to provide the Services set forth herein.
- 1.3 Assignment of Personnel.** Consultant shall assign only competent personnel to perform the Services. In the event that Agency, in its sole discretion, at any time during the term of this Agreement, requests the reassignment of any such personnel, Consultant shall, immediately upon receiving written notice from Agency of such request, reassign such personnel.
- 1.4 Services Provided.** Services provided under this Agreement by Consultant may include Services directly to the Agency.
- 1.5 Request for Services.** At such time that Agency determines to use Consultant's Services under this Agreement, Agency shall issue a Purchase Order. The Purchase Order shall identify the specific services to be performed ("Requested Services"), may include a not-to-exceed monetary cap on Requested Services and expenditures authorized by that Purchase Order, and a time by which the Requested Services shall be completed. Consultant shall have seven calendar days from the date of the Agency's issuance of the Purchase Order in which to respond in writing that Consultant chooses not to perform the Requested Services. If Consultant agrees to perform the Requested Services, begins to perform the Requested Services, or does not respond within the seven day period specified, then Consultant will have agreed to perform the Requested

Services on the terms set forth in the Purchase Order, this Agreement and its Exhibits.

**Section 2. COMPENSATION.** Agency hereby agrees to pay Consultant an amount **NOT TO EXCEED** Nine Hundred Ninety Thousand dollars (\$990,000) for the Services, which shall include all fees, costs, expenses and other reimbursables, as set forth in Consultant's fee schedule, attached hereto and incorporated herein as Exhibit B. This dollar amount is not a guarantee that Agency will pay that full amount to the Consultant, but is merely a limit of potential Agency expenditures under this Agreement.

**2.1 Invoices.** Consultant shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

- The beginning and ending dates of the billing period;
- Services performed;
- The Purchase Order number authorizing the Services;
- At Agency's option, the total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder; and
- At Agency's option, when the Consultant's Scope of Work identifies tasks, for each work item in each task, a copy of the applicable time entries showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense, with supporting documentation, to Agency's reasonable satisfaction.

Invoices shall be sent to:

Northern California Power Agency  
651 Commerce Drive  
Roseville, California 95678  
Attn: Accounts Payable  
[AcctsPayable@ncpa.com](mailto:AcctsPayable@ncpa.com)

**2.2 Monthly Payment.** Agency shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. Agency shall have thirty (30) days from the receipt of an invoice that complies with all of the requirements above to pay Consultant.

**2.3 Payment of Taxes.** Consultant is solely responsible for the payment of all federal, state and local taxes, including employment taxes, incurred under this Agreement.

**2.4 Authorization to Perform Services.** The Consultant is not authorized to perform any Services or incur any costs whatsoever under the terms of this Agreement until receipt of written authorization from the Contract Administrator.

**2.5 Timing for Submittal of Final Invoice.** Consultant shall have ninety (90) days after completion of its Services to submit its final invoice for the Requested Services. In the event Consultant fails to submit an invoice to Agency for any amounts due within the ninety (90) day period, Consultant is deemed to have waived its right to collect its final payment from Agency.

**Section 3. FACILITIES AND EQUIPMENT.** Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the Services.

**Section 4. INSURANCE REQUIREMENTS.** Before beginning any work under this Agreement, Consultant, at its own cost and expense, shall procure the types and amounts of insurance listed below and shall maintain the types and amounts of insurance listed below for the period covered by this Agreement.

**4.1 Workers' Compensation.** If Consultant employs any person, Consultant shall maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant with limits of not less than one million dollars (\$1,000,000.00) per accident.

**4.2 Commercial General and Automobile Liability Insurance.**

**4.2.1 Commercial General Insurance.** Consultant shall maintain commercial general liability insurance for the term of this Agreement, including products liability, covering any loss or liability, including the cost of defense of any action, for bodily injury, death, personal injury and broad form property damage which may arise out of the operations of Consultant. The policy shall provide a minimum limit of \$2,000,000 per occurrence/\$2,000,000 aggregate. Commercial general coverage shall be at least as broad as ISO Commercial General Liability form CG 0001 (current edition) on "an occurrence" basis covering comprehensive General Liability, with a self-insured retention or deductible of no more than \$100,000. No endorsement shall be attached limiting the coverage.

**4.2.2 Automobile Liability.** Consultant shall maintain automobile liability insurance form CA 0001 (current edition) for the term of this Agreement covering any loss or liability, including the cost of defense of any action, arising from the operation, maintenance or use of any vehicle (symbol 1), whether or not owned by the Consultant, on or off Agency premises. The policy shall provide a minimum limit of \$2,000,000 per each accident, with a self-insured retention or deductible of no more than \$100,000. This insurance shall provide contractual liability covering all motor vehicles and

mobile equipment to the extent coverage may be excluded from general liability insurance.

**4.2.3 General Liability/Umbrella Insurance.** The coverage amounts set forth above may be met by a combination of underlying and umbrella policies as long as in combination the limits equal or exceed those stated.

**4.3 Professional Liability Insurance.** Not applicable.

**4.4 All Policies Requirements.**

**4.4.1 Verification of coverage.** Prior to beginning any work under this Agreement, Consultant shall provide Agency with (1) a Certificate of Insurance that demonstrates compliance with all applicable insurance provisions contained herein and (2) policy endorsements to the policies referenced in Section 4.2, adding the Agency as an additional insured and declaring such insurance primary in regard to work performed pursuant to this Agreement.

**4.4.2 Notice of Reduction in or Cancellation of Coverage.** Consultant shall provide at least thirty (30) days prior written notice to Agency of any reduction in scope or amount, cancellation, or modification adverse to Agency of the policies referenced in Section 4.

**4.4.3 Higher Limits.** If Consultant maintains higher limits than the minimums specified herein, the Agency shall be entitled to coverage for the higher limits maintained by the Consultant.

**4.4.4 Additional Certificates and Endorsements.** Not applicable.

**4.4.5 Waiver of Subrogation.** Consultant agrees to waive subrogation which any insurer of Consultant may acquire from Consultant by virtue of the payment of any loss. Consultant agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. In addition, the Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of Agency for all work performed by Consultant, its employees, agents and subcontractors.

**4.5 Consultant's Obligation.** Consultant shall be solely responsible for ensuring that all equipment, vehicles and other items utilized in the performance of Services are operated, provided or otherwise utilized in a manner that ensures they are and remain covered by the policies referenced in Section 4 during this Agreement. Consultant shall also ensure that all workers involved in the provision of Services are properly classified as employees, agents or independent contractors and are and remain covered by any and all workers' compensation insurance required by applicable law during this Agreement.

**Section 5. INDEMNIFICATION AND CONSULTANT’S RESPONSIBILITIES.**

- 5.1 Effect of Insurance.** Agency's acceptance of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.
- 5.2 Scope.** Consultant shall indemnify, defend with counsel reasonably acceptable to the Agency, and hold harmless the Agency, and its officials, commissioners, officers, employees, agents and volunteers from and against all losses, liabilities, claims, demands, suits, actions, damages, expenses, penalties, fines, costs (including without limitation costs and fees of litigation), judgments and causes of action of every nature arising out of or in connection with any acts or omissions by Consultant, its officers, officials, agents, and employees, except as caused by the sole or gross negligence of Agency. Notwithstanding, should this Agreement be construed as a construction agreement under Civil Code section 2783, then the exception referenced above shall also be for the active negligence of Agency.

**Section 6. STATUS OF CONSULTANT.**

- 6.1 Independent Contractor.** Consultant is an independent contractor and not an employee of Agency. Agency shall have the right to control Consultant only insofar as the results of Consultant's Services and assignment of personnel pursuant to Section 1; otherwise, Agency shall not have the right to control the means by which Consultant accomplishes Services rendered pursuant to this Agreement. Notwithstanding any other Agency, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by Agency, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of Agency and entitlement to any contribution to be paid by Agency for employer contributions and/or employee contributions for PERS benefits.

Consultant shall indemnify, defend, and hold harmless Agency for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of Agency. Consultant and Agency acknowledge and agree that compensation paid by Agency to Consultant under this Agreement is based upon Consultant’s estimated costs of providing the Services,

including salaries and benefits of employees, agents and subcontractors of Consultant.

Consultant shall indemnify, defend, and hold harmless Agency from any lawsuit, administrative action, or other claim for penalties, losses, costs, damages, expense and liability of every kind, nature and description that arise out of, pertain to, or relate to such claims, whether directly or indirectly, due to Consultant's failure to secure workers' compensation insurance for its employees, agents, or subcontractors.

Consultant agrees that it is responsible for the provision of group healthcare benefits to its fulltime employees under 26 U.S.C. § 4980H of the Affordable Care Act. To the extent permitted by law, Consultant shall indemnify, defend and hold harmless Agency from any penalty issued to Agency under the Affordable Care Act resulting from the performance of the Services by any employee, agent, or subcontractor of Consultant.

**6.2 Consultant Not Agent.** Except as Agency may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of Agency in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind Agency to any obligation whatsoever.

**6.3 Assignment and Subcontracting.** This Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique professional competence, experience, and specialized professional knowledge. A substantial inducement to Agency for entering into this Agreement was and is the personal reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Agency. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors identified in Exhibit A, without prior written approval of the Agency. Where written approval is granted by the Agency, Consultant shall supervise all work subcontracted by Consultant in performing the services and shall be responsible for all work performed by a subcontractor as if Consultant itself had performed such work. The subcontracting of any work to subcontractors shall not relieve Consultant from any of its obligations under this Agreement with respect to the services and Consultant is obligated to ensure that any and all subcontractors performing any services shall be fully insured in all respects and to the same extent as set forth under Section 4, to Agency's satisfaction.

## **Section 7. LEGAL REQUIREMENTS.**

**7.1 Governing Law.** The laws of the State of California shall govern this Agreement.

- 7.2 Compliance with Applicable Laws.** Consultant and its subcontractors and agents, if any, shall comply with all laws applicable to the performance of the work hereunder.
- 7.3 Licenses and Permits.** Consultant represents and warrants to Agency that Consultant and its employees, agents, and subcontractors (if any) have and will maintain at their sole expense during the term of this Agreement all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice their respective professions.

**Section 8. TERMINATION AND MODIFICATION.**

- 8.1 Termination.** Agency may cancel this Agreement at any time and without cause upon ten (10) days prior written notice to Consultant.

In the event of termination, Consultant shall be entitled to compensation for Services satisfactorily completed as of the effective date of termination; Agency, however, may condition payment of such compensation upon Consultant delivering to Agency any or all records or documents, as referenced in Section 9.1 hereof.

- 8.2 Amendments.** The Parties may amend this Agreement only by a writing signed by all the Parties.
- 8.3 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between Agency and Consultant shall survive the termination of this Agreement.
- 8.4 Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, including but not limited to those set forth in Section 4, Agency's remedies shall include, but not be limited to, the following:
- 8.4.1** Immediately terminate the Agreement;
  - 8.4.2** Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;
  - 8.4.3** Retain a different consultant to complete the Services not finished by Consultant; and/or
  - 8.4.4** Charge Consultant the difference between the costs to complete the Services that is unfinished at the time of breach and the amount that Agency would have paid Consultant pursuant hereto if Consultant had completed the Services.

## **Section 9. KEEPING AND STATUS OF RECORDS.**

- 9.1 Records Created as Part of Consultant's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the Agency. Consultant hereby agrees to deliver those documents to the Agency upon termination of the Agreement. Agency and Consultant agree that, unless approved by Agency in writing, Consultant shall not release to any non-parties to this Agreement any data, plans, specifications, reports and other documents.
- 9.2 Consultant's Books and Records.** Consultant shall maintain any and all records or other documents evidencing or relating to charges for Services or expenditures and disbursements charged to the Agency under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.
- 9.3 Inspection and Audit of Records.** Any records or documents that this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the Agency. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of Agency or as part of any audit of the Agency, for a period of three (3) years after final payment under the Agreement.
- 9.4 Confidential Information and Disclosure.**
- 9.4.1 Confidential Information.** The term "Confidential Information", as used herein, shall mean any and all confidential, proprietary, or trade secret information, whether written, recorded, electronic, oral or otherwise, where the Confidential Information is made available in a tangible medium of expression and marked in a prominent location as confidential, proprietary and/or trade secret information. Confidential Information shall not include information that: (a) was already known to the Receiving Party or is otherwise a matter of public knowledge, (b) was disclosed to Receiving Party by a third party without violating any confidentiality agreement, (c) was independently developed by Receiving Party without reverse engineering, as evidenced by written records thereof, or (d) was not marked as confidential Information in accordance with this section.
- 9.4.2 Non-Disclosure of Confidential Information.** During the term of this Agreement, either party may disclose ("The Disclosing Party") confidential



Information to the other party ("the Receiving Party"). The Receiving Party: (a) shall hold the Disclosing Party's Confidential Information in confident; and (b) shall take all reasonable steps to prevent any unauthorized possession, use, copying, transfer or disclosure of such Confidential Information.

**9.4.3 Permitted Disclosure.** Notwithstanding the foregoing, the following disclosures of Confidential Information are allowed. Receiving Party shall endeavor to provide prior written notice to Disclosing Party of any permitted disclosure made pursuant to Section 9.4.3.2 or 9.4.3.3. Disclosing Party may seek a protective order, including without limitation, a temporary restraining order to prevent or contest such permitted disclosure; provided, however, that Disclosing Party shall seek such remedies at its sole expense. Neither party shall have any liability for such permitted disclosures:

**9.4.3.1** Disclosure to employees, agents, consultants, contractors, subcontractors or other representatives of Receiving Party that have a need to know in connection with this Agreement.

**9.4.3.2** Disclosure in response to a valid order of a court, government or regulatory agency or as may otherwise be required by law; and

**9.4.3.3** Disclosure by Agency in response to a request pursuant to the California Public Records Act.

**9.4.4 Handling of Confidential Information.** Upon conclusion or termination of the Agreement, Receiving Party shall return to Disclosing Party or destroy Confidential Information (including all copies thereof), if requested by Disclosing Party in writing. Notwithstanding the foregoing, the Receiving Party may retain copies of such Confidential Information, subject to the confidentiality provisions of this Agreement: (a) for archival purposes in its computer system; (b) in its legal department files; and (c) in files of Receiving Party's representatives where such copies are necessary to comply with applicable law. Party shall not disclose the Disclosing Party's Information to any person other than those of the Receiving Party's employees, agents, consultants, contractors and subcontractors who have a need to know in connection with this Agreement.

## **Section 10. MISCELLANEOUS PROVISIONS.**

**10.1 Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in

addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

- 10.2 Venue.** In the event that either party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Placer or in the United States District Court for the Eastern District of California.
- 10.3 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 10.4 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.
- 10.6 Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of Agency or whose business, regardless of location, would place Consultant in a “conflict of interest,” as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*
- Consultant shall not employ any Agency official in the work performed pursuant to this Agreement. No officer or employee of Agency shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*
- 10.7 Contract Administrator.** This Agreement shall be administered by Jane Cirrincione, Assistant General Manager, or his/her designee, who shall act as the Agency’s representative. All correspondence shall be directed to or through the representative.
- 10.8 Notices.** Any written notice to Consultant shall be sent to:

Gregg Cook  
Principal  
Government Affairs Consulting  
1127 11<sup>th</sup> Street, Suite 548  
Sacramento, CA 95814

Any written notice to Agency shall be sent to:

Randy S. Howard  
General Manager  
Northern California Power Agency  
651 Commerce Drive  
Roseville, CA 95678

With a copy to:

Jane E. Luckhardt  
General Counsel  
Northern California Power Agency  
651 Commerce Drive  
Roseville, CA 95678

- 10.9 Professional Seal.** Where applicable in the determination of the Agency, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation.
- 10.10 Integration; Incorporation.** This Agreement, including all the exhibits attached hereto, represents the entire and integrated agreement between Agency and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. All exhibits attached hereto are incorporated by reference herein.
- 10.11 Alternative Dispute Resolution.** If any dispute arises between the Parties that cannot be settled after engaging in good faith negotiations, Agency and Consultant agree to resolve the dispute in accordance with the following:
- 10.11.1** Each party shall designate a senior management or executive level representative to negotiate any dispute;
  - 10.11.2** The representatives shall attempt, through good faith negotiations, to resolve the dispute by any means within their authority.
  - 10.11.3** If the issue remains unresolved after fifteen (15) days of good faith negotiations, the Parties shall attempt to resolve the disagreement by negotiation between legal counsel. If the above process fails, the Parties shall resolve any remaining disputes through mediation to expedite the resolution of the dispute.
  - 10.11.4** The mediation process shall provide for the selection within fifteen (15) days by both Parties of a disinterested third person as mediator, shall be commenced within thirty (30) days and shall be concluded within fifteen (15) days from the commencement of the mediation.

- 10.11.5** The Parties shall equally bear the costs of any third party in any alternative dispute resolution process.
- 10.11.6** The alternative dispute resolution process is a material condition to this Agreement and must be exhausted as an administrative prior to either Party initiating legal action. This alternative dispute resolution process is not intended to nor shall be construed to change the time periods for filing a claim or action specified by Government Code §§ 900 *et seq.*
- 10.12 Controlling Provisions.** In the case of any conflict between the terms of this Agreement and the Exhibits hereto, a Purchase Order, or Consultant's Proposal (if any), the Agreement shall control. In the case of any conflict between the Exhibits hereto and a Purchase Order or the Consultant's Proposal, the Exhibits shall control. In the case of any conflict between the terms of a Purchase Order and the Consultant's Proposal, the Purchase Order shall control.
- 10.13 Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.
- 10.14 Construction of Agreement.** Each party hereto has had an equivalent opportunity to participate in the drafting of the Agreement and/or to consult with legal counsel. Therefore, the usual construction of an agreement against the drafting party shall not apply hereto.
- 10.15 No Third Party Beneficiaries.** This Agreement is made solely for the benefit of the parties hereto, with no intent to benefit any non-signatory third parties.

SIGNATURES ON FOLLOWING PAGE

The Parties have executed this Agreement as of the date signed by the Agency.

NORTHERN CALIFORNIA POWER AGENCY

GOVERNMENT AFFAIRS CONSULTING

Date \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_  
**RANDY S. HOWARD**  
GENERAL MANAGER

\_\_\_\_\_  
**GREGG A. COOK**  
PRINCIPAL

Attest:

\_\_\_\_\_  
Assistant Secretary of the Commission

Approved as to Form:

\_\_\_\_\_  
Jane E. Luckhardt, General Counsel

DRAFT

## EXHIBIT A

### SCOPE OF SERVICES

Consultant shall provide representation for the Agency in the California State Legislature, as well as the Administration, to advocate on behalf of policies that promote the interests of the electricity consumers served by NCPA's member utility systems. In this role, Consultant will:

- Represent NCPA before the State Legislature and the Administration.
- Work closely with, and under the direction of, NCPA management.
- Identify and track legislative and regulatory policy proposals that impact NCPA and its member systems.
- Initiate and execute strategies to advance policies of importance to NCPA and its member systems.
- Educate policymakers and staff regarding the implications of legislation for NCPA and its member systems. Maintain strong relationships with NCPA's state legislative delegation, members of committees with jurisdiction over energy and environmental issues, the governor's office, and agency representatives. Testify in committee proceedings as needed.
- Coordinate and facilitate meetings with state policymakers and staff for NCPA staff and members
- Prepare issue papers and other briefing documents related to NCPA's priority issues. Develop testimony and legislative correspondence.
- Provide regular reports to NCPA and its members regarding legislative actions and other proceedings that may impact NCPA and/or its member utility systems. This includes the preparation of articles for weekly member publication.
- Provide support for two Sacramento-based grassroots advocacy events each year where NCPA members meet with state policymakers and key staff regarding legislative issues. Includes preparation of meeting materials, member briefings, scheduling and organization of meetings, and attending meetings to represent NCPA. Also requires some planning and support of event logistics.
- Attend NCPA's annual state legislative staff tour and support event logistics where needed.
- Provide support for other NCPA conferences, events, and Legislative and Regulatory Affairs Committee meetings. Includes securing speakers on key policy topics, participating as a panelist or moderator, and providing legislative updates and briefings to committee members during public meetings. This will require in-state travel.
- Work in close partnership with trade and advocacy organizations, including California Municipal Utilities Association, the Southern California Public Power Authority, and other consumer, energy and environmental policy stakeholders. Develop coalition partnerships as issues warrant.

## EXHIBIT B

### COMPENSATION SCHEDULE AND HOURLY FEES

Compensation for all tasks, including hourly fees and expenses, shall not exceed \$990,000.

The hourly rates and or compensation break down and an estimated amount of expenses is as follows:

- The flat rate, monthly retainer fee is \$16,500, inclusive of all expenses.

NOTE: As a public agency, NCPA shall not reimburse Consultant for travel, food and related costs in excess of those permitted by the Internal Revenue Service.



# Commission Staff Report

**COMMISSION MEETING DATE:** February 24, 2022

**SUBJECT:** Kanner & Associates—Two Year Multi-Task Consulting Services Agreement—with a right to renew for a third year—for Federal Legislative Consulting Services. Applicable to the following: Northern California Power Agency (NCPA)

**AGENDA CATEGORY:** Consent

<b>FROM:</b>	Jane Cirrincione	<b>METHOD OF SELECTION:</b>
	Assistant General Manager	<i>Competitive Pricing Process</i>
Division:	Legislative & Regulatory Affairs	<i>If other, please describe:</i>
Department:	Legislative & Regulatory	

<b>IMPACTED MEMBERS:</b>		
All Members	<input checked="" type="checkbox"/>	City of Lodi <input type="checkbox"/>
Alameda Municipal Power	<input type="checkbox"/>	City of Shasta Lake <input type="checkbox"/>
San Francisco Bay Area Rapid Transit	<input type="checkbox"/>	City of Ukiah <input type="checkbox"/>
City of Biggs	<input type="checkbox"/>	City of Lompoc <input type="checkbox"/>
City of Gridley	<input type="checkbox"/>	City of Palo Alto <input type="checkbox"/>
City of Healdsburg	<input type="checkbox"/>	City of Redding <input type="checkbox"/>
		City of Roseville <input type="checkbox"/>
		City of Santa Clara <input type="checkbox"/>
		Plumas-Sierra REC <input type="checkbox"/>
		Port of Oakland <input type="checkbox"/>
		Truckee Donner PUD <input type="checkbox"/>
		Other <input type="checkbox"/>
<i>If other, please specify</i>		
_____		
_____		



## **RECOMMENDATION:**

Approve Resolution 22-15 authorizing the General Manager or his designee to enter into a Multi-Task Consulting Services Agreement and Option Agreement with Kanner and Associates, LLC consulting for federal legislative and regulatory consulting services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$930,000 for a two-year agreement including a right to renew for a third year, for use by NCPA.

## **BACKGROUND:**

NCPA issued a Request for Proposal (RFP) LR 2107 on December 21, 2021, to solicit proposals from qualified consultants providing outside federal legislative and regulatory consulting services. The scope of services includes representation before Congress and the Administration, advocacy on behalf of policies that promote the interests of the electricity consumers served by our member utility systems, and support of NCPA member advocacy and conference events. Qualifications required a minimum of ten years of direct lobbying experience before the U.S. Congress and federal agencies; a deep understanding of public power-related policy issues and the federal power program, and a demonstrated proactive approach to advocacy.

NCPA created a review group for the RFP consisting of NCPA staff and a staff representative from an NCPA Member entity, and this review group evaluated and scored timely proposals submitted to the RFP. Three vendors, including Kanner and Associates, LLC, responded to the RFP by the deadline of January 21, 2022. Kanner and Associates, LLC, was selected based on the scoring review group's evaluation of the firm's costs and experience. The proposal meets and exceeds the required qualifications, and the firm has demonstrated an ability to effectively perform all of the duties in the RFP's scope of work. NCPA has utilized this vendor to provide federal legislative and regulatory representation in the past.

## **FISCAL IMPACT:**

Upon execution, the total cost of the agreement is not to exceed \$930,000.00 for two years including the right to renew for a third year. The fee for these federal legislative services will be paid as a \$25,000 monthly retainer plus approved expenses. There is no change to the cost of the retainer from the previous contract, and this retainer amount has remained the same since July, 2011. NCPA expenditures for these services are limited to the amount authorized for federal legislative advocacy by the NCPA Commission in the agency's annual budget.

## **SELECTION PROCESS:**

A vendor was selected as a result of an RFP process in accordance with NCPA's procurement policies and procedures. An RFP was posted on NCPA's website December 21, 2021 through January 21, 2022. Three responses were received and evaluated based upon the following criteria: 1) Quality and completeness of proposal; 2) Knowledge, experience, and skills to provide the requested services; 3) Experience of staff to be assigned to the project, based on prior engagements of similar scope and complexity; 4) Competitive rates for the requested services; 5) Demonstrated strong project management; and 6) Customer references. The selection process was completed by NCPA along with a staff representative with expertise in this field, from the City of Palo Alto.

**ENVIRONMENTAL ANALYSIS:**

This activity would not result in a direct or reasonably foreseeable indirect change in the physical environment and is therefore not a “project” for purposes of Section 21065 the California Environmental Quality Act. No environmental review is necessary.

**COMMITTEE REVIEW:**

Pending Legislative & Regulatory Affairs Committee review and approval during its regularly scheduled meeting on February 23, 2022.

Respectfully submitted,

RANDY S. HOWARD  
General Manager

Attachments (2):

- Resolution 22-15
- Multi-Task Consulting Services Agreement with Kanner and Associates, LLC

**RESOLUTION 22-15**

**RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY  
APPROVING A MULTI-TASK CONSULTING SERVICES AGREEMENT WITH KANNER AND  
ASSOCIATES, LLC**

**(reference Staff Report #117:22)**

WHEREAS, federal legislative and regulatory consulting services are required by the Northern California Power Agency (NCPA) to assure strong representation of the agency and its Members as federal legislative and regulatory policies are developed; and

WHEREAS, a vendor to provide these services was selected as a result of a recent Request for Proposal process in accordance with NCPA’s procurement policies and procedures; and

WHEREAS, Kanner and Associates, LLC, is an experienced and highly-qualified provider of these services; and

WHEREAS, the NCPA Commission has reviewed the Multi-Task Consulting Services Agreement with Kanner and Associates, LLC, to provide such services as needed at any facilities owned and/or operated by NCPA; and

WHEREAS, this activity would not result in a direct or reasonably foreseeable indirect change in the physical environment and is therefore not a “project” for purposes of Section 21065 the California Environmental Quality Act. No environmental review is necessary; and

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency authorizes the General Manager or his designee to enter into a Multi-Task Consulting Services Agreement and Option Agreement, with any non-substantial changes as approved by the NCPA General Counsel, which shall not exceed \$930,000 for two years including an option for a one year renewal, for use by NCPA.

PASSED, ADOPTED and APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2022 by the following vote on roll call:

	<u>Vote</u>	<u>Abstained</u>	<u>Absent</u>
Alameda	_____	_____	_____
San Francisco BART	_____	_____	_____
Biggs	_____	_____	_____
Gridley	_____	_____	_____
Healdsburg	_____	_____	_____
Lodi	_____	_____	_____
Lompoc	_____	_____	_____
Palo Alto	_____	_____	_____
Port of Oakland	_____	_____	_____
Redding	_____	_____	_____
Roseville	_____	_____	_____
Santa Clara	_____	_____	_____
Shasta Lake	_____	_____	_____
Truckee Donner	_____	_____	_____
Ukiah	_____	_____	_____
Plumas-Sierra	_____	_____	_____

\_\_\_\_\_  
DAVID HAGELE  
CHAIR

ATTEST: \_\_\_\_\_  
CARY A. PADGETT  
ASSISTANT SECRETARY



## **MULTI-TASK CONSULTING SERVICES AGREEMENT BETWEEN THE NORTHERN CALIFORNIA POWER AGENCY AND KANNER AND ASSOCIATES, LLC**

This Consulting Services Agreement (“Agreement”) is made by and between the Northern California Power Agency, a joint powers agency with its main office located at 651 Commerce Drive, Roseville, CA 95678-6420 (“Agency”) and Kanner and Associates, LLC, a sole proprietorship with its office located at 400 North Capitol Street, NW, Suite 594, Washington, DC, 20001 (“Consultant”) (together sometimes referred to as the “Parties”) as of \_\_\_\_\_, 2022 (“Effective Date”) in Roseville, California.

**Section 1. SERVICES.** Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to Agency the services described in the Scope of Services attached hereto as Exhibit A and incorporated herein (“Services”), at the time and place and in the manner specified therein.

- 1.1 Term of Agreement.** The term of this Agreement shall begin on the Effective Date and shall end on the earlier of when Consultant completes the Services, or no later than two (2) years from the date this Agreement was signed by Agency unless Agency and Consultant execute an option to extend the Agreement for one (1) additional year (“Option Agreement”) for a total maximum term of three (3) years, unless the term of the Agreement is otherwise terminated or modified, as provided for herein. (See Exhibit C for the Option Agreement.)
- 1.2 Standard of Performance.** Consultant shall perform the Services in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged and for which Consultant is providing the Services. Consultant represents that it is licensed, qualified and experienced to provide the Services set forth herein.
- 1.3 Assignment of Personnel.** Consultant shall assign only competent personnel to perform the Services. In the event that Agency, in its sole discretion, at any time during the term of this Agreement, requests the reassignment of any such personnel, Consultant shall, immediately upon receiving written notice from Agency of such request, reassign such personnel.
- 1.4 Services Provided.** Services provided under this Agreement by Consultant will include Services directly to the Agency.
- 1.5 Request for Services.** At such time that Agency determines to use Consultant's Services under this Agreement, Agency shall issue a Purchase Order. The Purchase Order shall identify the specific services to be performed (“Requested Services”), may include a not-to-exceed monetary cap on Requested Services and expenditures authorized by that Purchase Order, and a time by which the Requested Services shall be completed. Consultant shall have seven calendar days from the date of the Agency's issuance of the Purchase Order in which to respond in writing that Consultant chooses not to perform the Requested

Services. If Consultant agrees to perform the Requested Services, begins to perform the Requested Services, or does not respond within the seven-day period specified, then Consultant will have agreed to perform the Requested Services on the terms set forth in the Purchase Order, this Agreement and its Exhibits.

**Section 2. COMPENSATION.** Agency hereby agrees to pay Consultant an amount **NOT TO EXCEED** NINE HUNDRED THIRTY THOUSAND dollars (\$930,000) for the Services, which shall include all fees, costs, expenses and other reimbursables, as set forth in Consultant's fee schedule, attached hereto and incorporated herein as Exhibit B. This dollar amount is not a guarantee that Agency will pay that full amount to the Consultant, but is merely a limit of potential Agency expenditures under this Agreement.

**2.1 Invoices.** Consultant shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

- The beginning and ending dates of the billing period;
- Services performed;
- The Purchase Order number authorizing the Services;
- At Agency's option, the total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder; and
- At Agency's option, when the Consultant's Scope of Work identifies tasks, for each work item in each task, a copy of the applicable time entries showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense, with supporting documentation, to Agency's reasonable satisfaction.

Invoices shall be sent to:

Northern California Power Agency  
651 Commerce Drive  
Roseville, California 95678  
Attn: Accounts Payable  
[AcctsPayable@ncpa.com](mailto:AcctsPayable@ncpa.com)

**2.2 Monthly Payment.** Agency shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. Agency shall have thirty (30) days from the receipt of an invoice that complies with all of the requirements above to pay Consultant.

**2.3 Payment of Taxes.** Consultant is solely responsible for the payment of all federal, state and local taxes, including employment taxes, incurred under this Agreement.

**2.4 Authorization to Perform Services.** The Consultant is not authorized to perform any Services or incur any costs whatsoever under the terms of this Agreement until receipt of written authorization from the Contract Administrator.

- 2.5 Timing for Submittal of Final Invoice.** Consultant shall have ninety (90) days after completion of its Services to submit its final invoice for the Requested Services. In the event Consultant fails to submit an invoice to Agency for any amounts due within the ninety (90) day period, Consultant is deemed to have waived its right to collect its final payment from Agency.

**Section 3. FACILITIES AND EQUIPMENT.** Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the Services.

**Section 4. INSURANCE REQUIREMENTS.** Before beginning any work under this Agreement, Consultant, at its own cost and expense, shall procure the types and amounts of insurance listed below and shall maintain the types and amounts of insurance listed below for the period covered by this Agreement.

- 4.1 Workers' Compensation.** If Consultant employs any person, Consultant shall maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant with limits of not less than one million dollars (\$1,000,000.00) per accident.

**4.2 Commercial General and Automobile Liability Insurance.**

**4.2.1 Commercial General Insurance.** Consultant shall maintain commercial general liability insurance for the term of this Agreement, including products liability, covering any loss or liability, including the cost of defense of any action, for bodily injury, death, personal injury and broad form property damage which may arise out of the operations of Consultant. The policy shall provide a minimum limit of \$2,000,000 per occurrence/\$2,000,000 aggregate. Commercial general coverage shall be at least as broad as ISO Commercial General Liability form CG 0001 (current edition) on "an occurrence" basis covering comprehensive General Liability, with a self-insured retention or deductible of no more than \$100,000. No endorsement shall be attached limiting the coverage.

**4.2.2 Automobile Liability.** Consultant shall maintain automobile liability insurance form CA 0001 (current edition) for the term of this Agreement covering any loss or liability, including the cost of defense of any action, arising from the operation, maintenance or use of any vehicle (symbol 1), whether or not owned by the Consultant, on or off Agency premises. The policy shall provide a minimum limit of \$2,000,000 per each accident, with a self-insured retention or deductible of no more than \$100,000. This insurance shall provide contractual liability covering all motor vehicles and mobile equipment to the extent coverage may be excluded from general liability insurance.

**4.2.3 General Liability/Umbrella Insurance.** The coverage amounts set forth above may be met by a combination of underlying and umbrella policies as long as in combination the limits equal or exceed those stated.

- 4.3 Professional Liability Insurance.** Not Applicable.

#### **4.4 All Policies Requirements.**

- 4.4.1 Verification of coverage.** Prior to beginning any work under this Agreement, Consultant shall provide Agency with (1) a Certificate of Insurance that demonstrates compliance with all applicable insurance provisions contained herein and (2) policy endorsements to the policies referenced in Section 4.2, adding the Agency as an additional insured and declaring such insurance primary in regard to work performed pursuant to this Agreement.
- 4.4.2 Notice of Reduction in or Cancellation of Coverage.** Consultant shall provide at least thirty (30) days prior written notice to Agency of any reduction in scope or amount, cancellation, or modification adverse to Agency of the policies referenced in Section 4.
- 4.4.3 Higher Limits.** If Consultant maintains higher limits than the minimums specified herein, the Agency shall be entitled to coverage for the higher limits maintained by the Consultant.
- 4.4.4 Additional Certificates and Endorsements.** Not Applicable.
- 4.4.5 Waiver of Subrogation.** Consultant agrees to waive subrogation which any insurer of Consultant may acquire from Consultant by virtue of the payment of any loss. Consultant agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. In addition, the Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of Agency for all work performed by Consultant, its employees, agents and subcontractors.
- 4.5 Consultant's Obligation.** Consultant shall be solely responsible for ensuring that all equipment, vehicles and other items utilized in the performance of Services are operated, provided or otherwise utilized in a manner that ensures they are and remain covered by the policies referenced in Section 4 during this Agreement. Consultant shall also ensure that all workers involved in the provision of Services are properly classified as employees, agents or independent contractors and are and remain covered by any and all workers' compensation insurance required by applicable law during this Agreement.

#### **Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.**

- 5.1 Effect of Insurance.** Agency's acceptance of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.
- 5.2 Scope.** Consultant shall indemnify, defend with counsel reasonably acceptable to the Agency, and hold harmless the Agency, and its officials, commissioners,

officers, employees, agents and volunteers from and against all losses, liabilities, claims, demands, suits, actions, damages, expenses, penalties, fines, costs (including without limitation costs and fees of litigation), judgments and causes of action of every nature arising out of or in connection with any acts or omissions by Consultant, its officers, officials, agents, and employees, except as caused by the sole or gross negligence of Agency. Notwithstanding, should this Agreement be construed as a construction agreement under Civil Code section 2783, then the exception referenced above shall also be for the active negligence of Agency.

## **Section 6. STATUS OF CONSULTANT.**

**6.1 Independent Contractor.** Consultant is an independent contractor and not an employee of Agency. Agency shall have the right to control Consultant only insofar as the results of Consultant's Services and assignment of personnel pursuant to Section 1; otherwise, Agency shall not have the right to control the means by which Consultant accomplishes Services rendered pursuant to this Agreement. Notwithstanding any other Agency, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by Agency, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of Agency and entitlement to any contribution to be paid by Agency for employer contributions and/or employee contributions for PERS benefits.

Consultant shall indemnify, defend, and hold harmless Agency for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of Agency. Consultant and Agency acknowledge and agree that compensation paid by Agency to Consultant under this Agreement is based upon Consultant's estimated costs of providing the Services, including salaries and benefits of employees, agents and subcontractors of Consultant.

Consultant shall indemnify, defend, and hold harmless Agency from any lawsuit, administrative action, or other claim for penalties, losses, costs, damages, expense and liability of every kind, nature and description that arise out of, pertain to, or relate to such claims, whether directly or indirectly, due to Consultant's failure to secure workers' compensation insurance for its employees, agents, or subcontractors.

Consultant agrees that it is responsible for the provision of group healthcare benefits to its fulltime employees under 26 U.S.C. § 4980H of the Affordable Care Act. To the extent permitted by law, Consultant shall indemnify, defend and hold harmless Agency from any penalty issued to Agency under the Affordable Care Act resulting from the performance of the Services by any employee, agent, or subcontractor of Consultant.



- 6.2 Consultant Not Agent.** Except as Agency may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of Agency in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind Agency to any obligation whatsoever.
- 6.3 Assignment and Subcontracting.** This Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique professional competence, experience, and specialized professional knowledge. A substantial inducement to Agency for entering into this Agreement was and is the personal reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Agency. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors identified in Exhibit A, without prior written approval of the Agency. Where written approval is granted by the Agency, Consultant shall supervise all work subcontracted by Consultant in performing the services and shall be responsible for all work performed by a subcontractor as if Consultant itself had performed such work. The subcontracting of any work to subcontractors shall not relieve Consultant from any of its obligations under this Agreement with respect to the services and Consultant is obligated to ensure that any and all subcontractors performing any services shall be fully insured in all respects and to the same extent as set forth under Section 4, to Agency's satisfaction.

## **Section 7. LEGAL REQUIREMENTS.**

- 7.1 Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 Compliance with Applicable Laws.** Consultant and its subcontractors and agents, if any, shall comply with all laws applicable to the performance of the work hereunder.
- 7.3 Licenses and Permits.** Consultant represents and warrants to Agency that Consultant and its employees, agents, and subcontractors (if any) have and will maintain at their sole expense during the term of this Agreement all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice their respective professions.

## **Section 8. TERMINATION AND MODIFICATION.**

- 8.1 Termination.** Agency may cancel this Agreement at any time and without cause upon ten (10) days prior written notice to Consultant.

In the event of termination, Consultant shall be entitled to compensation for Services satisfactorily completed as of the effective date of termination; Agency, however, may condition payment of such compensation upon Consultant delivering to Agency any or all records or documents, as referenced in Section 9.1 hereof.

- 8.2 **Amendments.** The Parties may amend this Agreement only by a writing signed by all the Parties.
- 8.3 **Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between Agency and Consultant shall survive the termination of this Agreement.
- 8.4 **Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, including but not limited to those set forth in Section 4, Agency's remedies shall include, but not be limited to, the following:
- 8.4.1 Immediately terminate the Agreement;
  - 8.4.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;
  - 8.4.3 Retain a different consultant to complete the Services not finished by Consultant; and/or
  - 8.4.4 Charge Consultant the difference between the costs to complete the Services that is unfinished at the time of breach and the amount that Agency would have paid Consultant pursuant hereto if Consultant had completed the Services.

**Section 9. KEEPING AND STATUS OF RECORDS.**

- 9.1 **Records Created as Part of Consultant's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the Agency. Consultant hereby agrees to deliver those documents to the Agency upon termination of the Agreement. Agency and Consultant agree that, unless approved by Agency in writing, Consultant shall not release to any non-parties to this Agreement any data, plans, specifications, reports and other documents.
- 9.2 **Consultant's Books and Records.** Consultant shall maintain any and all records or other documents evidencing or relating to charges for Services or expenditures and disbursements charged to the Agency under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.
- 9.3 **Inspection and Audit of Records.** Any records or documents that this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the Agency. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of Agency or as

part of any audit of the Agency, for a period of three (3) years after final payment under the Agreement.

#### **9.4 Confidential Information and Disclosure.**

**9.4.1 Confidential Information.** The term "Confidential Information", as used herein, shall mean any and all confidential, proprietary, or trade secret information, whether written, recorded, electronic, oral or otherwise, where the Confidential Information is made available in a tangible medium of expression and marked in a prominent location as confidential, proprietary and/or trade secret information. Confidential Information shall not include information that: (a) was already known to the Receiving Party or is otherwise a matter of public knowledge, (b) was disclosed to Receiving Party by a third party without violating any confidentiality agreement, (c) was independently developed by Receiving Party without reverse engineering, as evidenced by written records thereof, or (d) was not marked as confidential Information in accordance with this section.

**9.4.2 Non-Disclosure of Confidential Information.** During the term of this Agreement, either party may disclose ("The Disclosing Party") confidential Information to the other party ("the Receiving Party"). The Receiving Party: (a) shall hold the Disclosing Party's Confidential Information in confident; and (b) shall take all reasonable steps to prevent any unauthorized possession, use, copying, transfer or disclosure of such Confidential Information.

**9.4.3 Permitted Disclosure.** Notwithstanding the foregoing, the following disclosures of Confidential Information are allowed. Receiving Party shall endeavor to provide prior written notice to Disclosing Party of any permitted disclosure made pursuant to Section 9.4.3.2 or 9.4.3.3. Disclosing Party may seek a protective order, including without limitation, a temporary restraining order to prevent or contest such permitted disclosure; provided, however, that Disclosing Party shall seek such remedies at its sole expense. Neither party shall have any liability for such permitted disclosures:

**9.4.3.1** Disclosure to employees, agents, consultants, contractors, subcontractors or other representatives of Receiving Party that have a need to know in connection with this Agreement.

**9.4.3.2** Disclosure in response to a valid order of a court, government or regulatory agency or as may otherwise be required by law; and

**9.4.3.3** Disclosure by Agency in response to a request pursuant to the California Public Records Act.

**9.4.4 Handling of Confidential Information.** Upon conclusion or termination of the Agreement, Receiving Party shall return to Disclosing Party or destroy Confidential Information (including all copies thereof), if requested by Disclosing Party in writing. Notwithstanding the foregoing, the

Receiving Party may retain copies of such Confidential Information, subject to the confidentiality provisions of this Agreement: (a) for archival purposes in its computer system; (b) in its legal department files; and (c) in files of Receiving Party's representatives where such copies are necessary to comply with applicable law. Party shall not disclose the Disclosing Party's Information to any person other than those of the Receiving Party's employees, agents, consultants, contractors and subcontractors who have a need to know in connection with this Agreement.

## **Section 10. MISCELLANEOUS PROVISIONS.**

- 10.1 Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 10.2 Venue.** In the event that either party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Placer or in the United States District Court for the Eastern District of California.
- 10.3 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 10.4 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.
- 10.6 Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of Agency or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*
- Consultant shall not employ any Agency official in the work performed pursuant to this Agreement. No officer or employee of Agency shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*
- 10.7 Contract Administrator.** This Agreement shall be administered by Jane Cirrincione, Assistant General Manager, or her designee, who shall act as the

Agency's representative. All correspondence shall be directed to or through the representative.

**10.8 Notices.** Any written notice to Consultant shall be sent to:

Marty Kanner  
President  
Kanner & Associates, LLC  
400 North Capitol Street, NW  
Suite 594  
Washington, DC 20001

Any written notice to Agency shall be sent to:

Randy S. Howard  
General Manager  
Northern California Power Agency  
651 Commerce Drive  
Roseville, CA 95678

With a copy to:

Jane E. Luckhardt  
General Counsel  
Northern California Power Agency  
651 Commerce Drive  
Roseville, CA 95678

**10.9 Professional Seal.** Where applicable in the determination of the Agency, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation.

**10.10 Integration; Incorporation.** This Agreement, including all the exhibits attached hereto, represents the entire and integrated agreement between Agency and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. All exhibits attached hereto are incorporated by reference herein.

**10.11 Alternative Dispute Resolution.** If any dispute arises between the Parties that cannot be settled after engaging in good faith negotiations, Agency and Consultant agree to resolve the dispute in accordance with the following:

- 10.11.1** Each party shall designate a senior management or executive level representative to negotiate any dispute;
- 10.11.2** The representatives shall attempt, through good faith negotiations, to resolve the dispute by any means within their authority.
- 10.11.3** If the issue remains unresolved after fifteen (15) days of good faith negotiations, the Parties shall attempt to resolve the disagreement

by negotiation between legal counsel. If the above process fails, the Parties shall resolve any remaining disputes through mediation to expedite the resolution of the dispute.

**10.11.4** The mediation process shall provide for the selection within fifteen (15) days by both Parties of a disinterested third person as mediator, shall be commenced within thirty (30) days and shall be concluded within fifteen (15) days from the commencement of the mediation.

**10.11.5** The Parties shall equally bear the costs of any third party in any alternative dispute resolution process.

**10.11.6** The alternative dispute resolution process is a material condition to this Agreement and must be exhausted as an administrative prior to either Party initiating legal action. This alternative dispute resolution process is not intended to nor shall be construed to change the time periods for filing a claim or action specified by Government Code §§ 900 *et seq.*

**10.12 Controlling Provisions.** In the case of any conflict between the terms of this Agreement and the Exhibits hereto, a Purchase Order, or Consultant's Proposal (if any), the Agreement shall control. In the case of any conflict between the Exhibits hereto and a Purchase Order or the Consultant's Proposal, the Exhibits shall control. In the case of any conflict between the terms of a Purchase Order and the Consultant's Proposal, the Purchase Order shall control.

**10.13 Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

**10.14 Construction of Agreement.** Each party hereto has had an equivalent opportunity to participate in the drafting of the Agreement and/or to consult with legal counsel. Therefore, the usual construction of an agreement against the drafting party shall not apply hereto.

**10.15 No Third Party Beneficiaries.** This Agreement is made solely for the benefit of the parties hereto, with no intent to benefit any non-signator third parties.

The Parties have executed this Agreement as of the date signed by the Agency.

SIGNATURES ON FOLLOWING PAGE

NORTHERN CALIFORNIA POWER AGENCY

KANNER AND ASSOCIATES, LLC

Date \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_  
**RANDY S. HOWARD**

General Manager

\_\_\_\_\_  
**MARTY KANNER**

President

Attest:

\_\_\_\_\_  
Assistant Secretary of the Commission

Approved as to Form:

\_\_\_\_\_  
Jane E. Luckhardt, General Counsel

DRAFT

## EXHIBIT A

### SCOPE OF SERVICES

Consultant shall advise and assist Agency and through Agency its members in developing and executing effective federal legislative and regulatory strategies to protect and advance the interests of NCPA and its members relative to federal legislative and regulatory matters.

In this role, the Consultant will:

- Represent NCPA before the United States Congress, including NCPA's delegation members, key committees of jurisdiction, and legislative staff.
- Represent NCPA before the Administration, including but not limited to the Department of Energy, Department of Interior, US Environmental Protection Agency, and, at times, the Federal Energy Regulatory Commission.
- Work closely with and under direction of NCPA management.
- Track legislative and regulatory policy proposals that impact NCPA and its member systems.
- Initiate and execute strategies to advance policies of importance to NCPA and its member systems.
- Educate policymakers and staff regarding the implications of legislation or regulatory actions for NCPA and its member systems.
- Coordinate and facilitate meetings with legislative and regulatory policymakers and staff for NCPA staff and members
- Prepare issue papers and other briefing documents related to NCPA's priority issues. Develop testimony and legislative correspondence. Provide regular reports to NCPA and through NCPA its members regarding federal legislation, agency actions, and other proceedings that may impact NCPA and/or its member utility systems. This includes the preparation of articles for weekly member publication.
- Travel to periodic NCPA Legislative and Regulatory Affairs Committee meetings and conferences to provide updates and briefings to NCPA and its members.
- Provide extensive support for annual federal policy conference held in Washington, D.C. Includes securing speakers and panelists on topical issues as well as arranging and attending meetings with Congress and the Administration for NCPA, NCPA members and staff. Also requires administrative support and assistance with event logistics.
- Provide support for other NCPA conferences and advocacy events. Includes securing speakers on key policy topics, arranging congressional and agency visits for NCPA staff and members, participating as a panelist or moderator, and supporting event logistics where needed.
- Work in close partnership with federal public power and community-owned utility trade associations, including the American Public Power Association, the National Rural Electric Cooperative Association, the National Hydropower Association, and the Transmission Access Policy Study Group. Establish and maintain strong coalition relationships with key consumer, energy, and environmental stakeholder organizations and others with shared policy interests and concerns.
- Take primary responsibility for performing the Consultant services, and refrain from delegating its duties to another person without the consent of NCPA. If Consultant is a firm, ensure that a principal from the firm is primarily responsible for executing the Consultant services, and refrain from delegating its duties to an associate or other person without the consent of NCPA.



## EXHIBIT B

### COMPENSATION SCHEDULE

Compensation for all tasks, including hourly fees and expenses, shall not exceed \$310,000 annually. The annual limit of \$310,000 is based upon a monthly retainer fee of \$25,000 and reimbursement for NCPA authorized costs.

Consultant will not charge NCPA for any of the costs associated with two trips to California per year. Reimbursement for any other travel expense will be charged at cost, with travel at coach rates, and is subject to prior approval by NCPA.

NOTE: As a public agency, NCPA shall not reimburse Consultant for travel, food and related costs in excess of those permitted by the Internal Revenue Service.

DRAFT

**EXHIBIT C**

**ONE YEAR OPTION TO EXTEND MULTI-TASK CONSULTING SERVICES AGREEMENT  
BETWEEN THE NORTHERN CALIFORNIA POWER AGENCY AND  
KANNER AND ASSOCIATES, LLC (“Option Agreement”)**

This Option Agreement is entered into by and between the Northern California Power Agency (“Agency”) and Kanner and Associates, LLC (“Consultant”) (collectively referred to as “the Parties”) as of \_\_\_\_\_, 202\_.

WHEREAS, the Parties entered into a Multi-Task Consulting Services Agreement dated effective \_\_\_\_\_, (the “Agreement”) for Consultant to provide the Services described in Exhibit A to the Agreement; and

WHEREAS, the Parties now desire to exercise the option in Section 1.1 of the Agreement to extend the term of the Agreement for an additional one (1) year period from the original expiration date of \_\_\_\_\_ to a new expiration date of \_\_\_\_\_; and

NOW, THEREFORE, the Parties agree as follows:

1. Pursuant to Section 1.1 of the Agreement, the Parties agree to execute this Option Agreement and extend the term of the Agreement for one (1) additional year for a total term of three (3) years to a new expiration date of \_\_\_\_\_ .
2. This Option Agreement in no way alters the terms and conditions of the Agreement except to extend the term as contemplated in Section 1.1 of the Agreement.

Date: \_\_\_\_\_

Date: \_\_\_\_\_

NORTHERN CALIFORNIA POWER AGENCY

KANNER AND ASSOCIATES, LLC

\_\_\_\_\_  
**RANDY S. HOWARD, General Manager**

\_\_\_\_\_  
**MARTY KANNER, President**

Attest:

\_\_\_\_\_  
Assistant Secretary of the Commission

Approved as to Form:

\_\_\_\_\_  
Jane E. Luckhardt, General Counsel