



# Commission Staff Report

Date: April 7, 2020

**COMMISSION MEETING DATE:** April 16, 2020

**SUBJECT:** Navigant Consulting, Inc. - First Amendment to the Multi-Task Consulting Services Agreement; Applicable to the Northern California Power Agency (NCPA), NCPA Members, Southern California Public Power Authority (SCPPA), and SCPPA Members.

**AGENDA CATEGORY:** Consent

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

<b>IMPACTED MEMBERS:</b>		
All Members	<input checked="" type="checkbox"/>	
Alameda Municipal Power	<input type="checkbox"/>	City of Lodi <input type="checkbox"/>
San Francisco Bay Area Rapid Transit	<input type="checkbox"/>	City of Shasta Lake <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 Ukiah <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:**

Staff is recommending the Northern California Power Agency (NCPA) Commission approve Resolution 20-39 authorizing the General Manager or his designee to enter into a First Amendment to the Multi-Task Consulting Services Agreement with Navigant Consulting, Inc., with any non-substantial changes as approved by the NCPA General Counsel, changing the vendor name to Guidehouse, Inc., for continued use by NCPA, its Members, by the Southern California Public Power Authority (SCPPA), or by SCPPA Members.

**BACKGROUND:**

State law requires all electric utilities to prepare wildfire mitigation plans and present to their governing boards a third-party, independent evaluation of completed plans.

On July 29, 2019, NCPA entered into a Multi-Task Consulting Services Agreement with Navigant Consulting, Inc., to provide Wildfire Mitigation Plan technical advisory services and independent evaluation services for the NCPA, NCPA Members, SCPPA, or SCPPA Members, as requested. The term of the Agreement is up to five years, and the contracted amount is not-to-exceed \$1,000,000 over the term of the Agreement.

On October 11, 2019, Navigant Consulting, Inc., was acquired by Guidehouse LLP and Navigant Consulting, Inc.'s name was changed to Guidehouse, Inc.

This amendment will change the vendor name in the agreement to Guidehouse, Inc. This amendment does not change any of the other terms or conditions of the agreement.

**FISCAL IMPACT:**

Upon execution, the total cost of the Agreement remains not to exceed \$1,000,000 over the five year term, to be used out of NCPA approved annual operating budgets as services are rendered or to be recovered via pass-through costs to members procuring services under the scope of this Agreement.

**SELECTION PROCESS:**

This enabling agreement does not commit NCPA to any expenditure of funds. At the time services are required, NCPA will bid the specific scope of work consistent with NCPA procurement policies and procedures. NCPA currently has in place similar enabling agreements with Siemens Industry, Inc., and Dudek for similar services and seeks bids from as many qualified providers as possible. Bids are awarded to the lowest cost provider. NCPA will issue purchase orders based on cost and availability of the services needed at the time the service is required.

**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:**

The recommendation will be reviewed by the Legislative and Regulatory Affairs Committee on April 15. Contingent on the Committee’s recommendation for Commission approval, staff will present the item for Commission consideration.

Respectfully submitted,



RANDY S. HOWARD  
General Manager

Attachments (3):

- Resolution 20-39
- Multi-Task Consulting Services Agreement with Navigant Consulting, Inc.
- First Amendment to Multi-Task Consulting Services Agreement with Navigant Consulting, Inc., n/k/a Guidehouse, Inc.

**RESOLUTION 20-39**

**RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY  
APPROVING A FIRST AMENDMENT TO THE MULTI-TASK CONSULTING SERVICES  
AGREEMENT WITH NAVIGANT CONSULTING, INC., n/k/a GUIDEHOUSE, INC.**

**(reference Staff Report #152:20)**

WHEREAS, state law requires all electric utilities to prepare wildfire mitigation plans and present to their governing boards a third-party, independent evaluation of completed plans; and

WHEREAS, Navigant Consulting, Inc. is a provider of these services; and

WHEREAS, Agency and Navigant Consulting, Inc. entered into a Multi-Task Consulting Services Agreement dated effective July 29, 2019, (the "Agreement") for Navigant Consulting, Inc. to provide Wildfire Mitigation Plan technical advisory services and independent evaluation services for the Agency, Agency Members, the Southern California Public Power Authority (SCPPA), or SCPPA members, as requested; and

WHEREAS, effective October 11, 2019, Navigant Consulting, Inc. was acquired by Guidehouse LLP and Navigant Consulting, Inc.'s name was changed to Guidehouse Inc., and the Agency desires to agree to substitute the new Guidehouse, Inc. name in place of the Navigant Consulting, Inc., name in the Agreement; 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 First Amendment to the Multi-Task Consulting Services Agreement with Navigant Consulting, Inc., with any non-substantial changes as approved by the NCPA General Counsel, changing the vendor name to Guidehouse, Inc., for continued use by NCPA, its Members, by the Southern California Public Power Authority (SCPPA), or by SCPPA Members.

PASSED, ADOPTED and APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2020, 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	_____	_____	_____

\_\_\_\_\_  
ROGER FRITH  
CHAIR

ATTEST:

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



**FIRST AMENDMENT TO MULTI-TASK CONSULTING SERVICES AGREEMENT BETWEEN THE  
NORTHERN CALIFORNIA POWER AGENCY AND  
NAVIGANT CONSULTING, INC., n/k/a GUIDEHOUSE, INC.**

This First Amendment (“Amendment”) to the Multi-Task Consulting Services Agreement is entered into by and between the Northern California Power Agency (“Agency”) and Navigant Consulting, Inc. n/k/a Guidehouse Inc. (“Consultant”) (collectively referred to as “the Parties”) as of \_\_\_\_\_, 2020.

WHEREAS, Agency and Navigant Consulting, Inc. entered into a Multi-Task Consulting Services Agreement dated effective July 29, 2019, (the “Agreement”) for Navigant Consulting, Inc. to provide Wildfire Mitigation Plan technical advisory services and independent evaluation services for the Agency, Agency Members, the Southern California Public Power Authority (SCPPA), or SCPPA members, as requested; and

WHEREAS, effective October 11, 2019, Navigant Consulting, Inc. was acquired by Guidehouse LLP and Navigant Consulting, Inc.’s name was changed to Guidehouse Inc. and the Agency desires to agree to substitute the new Guidehouse, Inc. name in place of the Navigant Consulting, Inc. name in the Agreement; and

WHEREAS, the Parties now desire to amend Section 10.8 entitled “Notices” of the Agreement to list the correct contact at Guidehouse, Inc.; and

WHEREAS, the Parties also desire to amend Section 10.12 entitled “Controlling Provisions”; and

WHEREAS, the Parties agree to replace Navigant Consulting, Inc. with Guidehouse Inc. where it appears in the Agreement; and

WHEREAS, the Parties have agreed to modify the Agreement as set forth above; and

WHEREAS, in accordance with Section 8.2 all changes to the Agreement must be in writing and signed by all the Parties; and

WHEREAS, Navigant Consulting, Inc. n/k/a Guidehouse Inc. consents to the modifications in this Amendment;

NOW, THEREFORE, the Parties agree as follows:

1. **Section 10.8 Notices** is replaced in its entirety as follows:

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

Mr. Chris Luras, Partner  
Guidehouse Inc.  
4001 South 700 East, Suite 500  
Salt Lake City, Utah 84107

With copy to:

Guidehouse Inc.  
ATTN: General Counsel  
1800 Tysons Blvd., 7<sup>th</sup> Floor  
McLean, VA 22102

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

2. **Section 10.12 Controlling Provisions** is replaced in its entirety by the following:

**10.12 Controlling Provisions.** In the case of any conflict between the terms of this Amendment and the Agreement, the Amendment shall control. 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 terms of a Purchase Order and the Consultant's Proposal, the Purchase Order shall control.

3. Agency hereby approves the replacement of the name "Navigant Consulting, Inc." with "Guidehouse, Inc.", Consultant, in the Agreement.
4. This Amendment in no way alters the terms and conditions of the Agreement except as specifically set forth herein.

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

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

NORTHERN CALIFORNIA POWER AGENCY

NAVIGANT CONSULTING, INC. n/ka  
GUIDEHOUSE INC.

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

\_\_\_\_\_  
**CHRIS LURAS, Partner**

Attest:

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

Approved as to Form:

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