

VALLEY CLEAN ENERGY ALLIANCE**Staff Report – Item 8**

To: Board of Directors

From: Mitch Sears, Executive Officer

Subject: Extension of the consultant agreement with Pacific Policy Group for lobbying services for one (1) year to expire December 31, 2025 and increase the not to exceed amount

Date: November 14, 2024

RECOMMENDATION

Receive copy of First Amendment Letter between Pacific Policy Group and VCE agreeing to extend the consultant agreement one (1) year expiring December 31, 2025 and increase the not to exceed amount to \$198,000.

BACKGROUND

Since February 2019, VCE has had an agreement with Mark Fenstermaker / Pacific Policy Group (PPG) to provide lobbying services. The current Agreement includes a not to exceed amount of \$132,000, an expiration date of December 31, 2024, and two (2) one-year options to extend.

After consultation with legal counsel and in accordance with the Agreement, both parties agreed to exercise the option to extend the term of the Agreement and increase the not to exceed amount by \$66,000 (\$5,500/month). \$5,500 is the current monthly rate for 2024. There are no changes to the scope of services. Attached is a copy of the First Amendment to the Agreement Letter extending the Agreement for an effective date of January 1, 2025 expiring December 31, 2025 and increasing the not to exceed amount to \$198,000.

Attachment:

1. Amendment One (1) Letter dated October 25, 2024 extending Consultant Agreement with Pacific Policy Group for one year and increasing the not to exceed amount



October 25, 2024

Via Email Only

Mark Fenstermaker
Pacific Policy Group
1121 L Street, Suite 700
Sacramento, CA 95814

**First Amendment to Agreement Between
Valley Clean Energy Alliance and Pacific Policy Group for Lobbying Services**

Dear Mark:

The Agreement between the Valley Clean Energy Alliance (“VCE”) and Pacific Policy Group (“Consultant”) for Lobbying Services (“Agreement”) became effective on December 9, 2022 for a two year period terminating on December 31, 2024. VCE and Consultant wish to extend the term of the Agreement and add compensation to the Agreement through this First Amendment to the Agreement. The parties acknowledge and agree to the following:

Sections 1 and 24 of the Agreement and Exhibit B – Schedule of Performance provide two one-year options to extend the term of the Agreement. Section 24 provides that if the parties wish to modify the Agreement, they must mutually agree to do so in writing.


Section 3 of the Agreement and Exhibit C – Compensation provide that VCE is to pay Consultant a flat monthly fee of \$5,500 and a not to exceed total amount of One Hundred Thirty-two Thousand dollars (\$132,000) for services provided under the Agreement for the term expiring December 31, 2024.

Consultant and VCE agree to exercise the first option to extend the Agreement for one year, with an effective date of January 1, 2025 expiring December 31, 2025; increase the not to exceed amount by \$66,000 (\$5,500 monthly) for a new not to exceed amount of One Hundred Ninety-eight Thousand dollars (\$198,000); and agree that all other provisions of the Agreement will remain unchanged and in full effect.

If these terms are acceptable, please sign below and return the copy to me.

Thank you for all of your services.

Sincerely,
VALLEY CLEAN ENERGY

By: 

Mitch Sears, Executive Officer

ACCEPTANCE

Pacific Policy Group accepts this First Amendment to the agreement.

Dated: 11/7/2024

PACIFIC POLICY GROUP

By: 

Name: Mark Fenstermaker

Its: Principal