

RESOLUTION NO. 2013-219

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING
THE CITY MANAGER TO EXTEND THE TERM OF THE
CONTRACT WITH MATT FOSKETT CONSULTING LLC FOR
ELECTRIC UTILITY RATES AND RESOURCES SERVICES

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WHEREAS, on June 6, 2012, the City Council adopted Resolution No. 2012-80 authorizing the City Manager to enter into a Professional Services Agreement with Matt Foskett Consulting LLC for Electric Utility (EU) rates and resources services; and

WHEREAS, this Agreement was extended on May 15, 2013, by City Council Resolution No. 2013-88 for continued support until the EU Rates and Resources Manager was hired; and

WHEREAS, the recruitment for this position was delayed because of issues related to sub-market salaries for EU senior managers, and while these issues are still unresolved, the position was filled in the fall of 2013; and

WHEREAS, the Agreement will expire on December 31, 2013, and additional support is still needed for this division as a result of increasing unfunded State mandates; and

WHEREAS, due to the heavy workload in this division, staff requests extending this agreement until further evaluation of staffing requirements have been made; and

WHEREAS, the Scope of Work and Fee Schedule (Exhibit A and Exhibit B to the Contract Amendment Agreement), have been revised, and all other terms and conditions of the agreement will remain the same; and

WHEREAS, staff recommends extending the contract to March 31, 2014, with no additional funding required.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute Contract Amendment Agreement with Matthew Foskett Consulting, LLC for rates and resources services, with the revised Scope of Work and Fee Schedule attached, for the period January 1, 2014 through March 31, 2014.

Dated: December 18, 2013

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I hereby certify that Resolution No. 2013-219 was passed and adopted by the City Council of the City of Lodi in a regular meeting held December 18, 2013, by the following vote:

AYES: COUNCIL MEMBERS – Hansen, Johnson, Mounce, and Mayor Katakian

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – Nakanishi

ABSTAIN: COUNCIL MEMBERS – None



RANDI JOHL-OLSON
City Clerk

CONTRACT AMENDMENT AGREEMENT

MATT FOSKETT CONSULTING LLC

THIS AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES with Matt Foskett Consulting LLC, is made and effective this 1st day of January, 2014, by and between the CITY OF LODI, a municipal corporation, hereinafter called "CITY", and Matt Foskett Consulting LLC, hereinafter called "Consultant."

WITNESSETH:

1. AGREEMENT: Consultant and City, entered into an Agreement for Consulting Services on June 6, 2012, for electric utility rates and resources consulting services for the period July 1, 2012 through June 30, 2013 (the Agreement for Consulting Services is attached hereto as Exhibit A and made a part hereof). Said Agreement was extended on May 15, 2013 to terminate on December 31, 2013. Consultant and City now desire to further extend the term of the Agreement for Consulting Services.
2. SCOPE OF SERVICES: This Amendment revises the Scope of Services as shown on the revised Scope of Services, attached hereto.
3. FEE SCHEDULE: This Amendment revises the Fee Schedule as shown on the revised Fee Schedule, attached hereto.
4. TERMS AND CONDITIONS: The term of the Agreement for Consulting Services, as hereby amended, shall be for the period required to complete the scope of services as set forth in the Agreement for Consulting Services, but in no event will the term extend beyond March 31, 2014. All other terms and conditions will remain as set forth in the Agreement for Consulting Services.

CITY OF LODI, a municipal corporation

CONTRACTOR

KONRADT BARTLAM
City Manager

MATT FOSKETT CONSULTING LLC

Attest:

By: _____

Title: _____

RANDI JOHL
City Clerk

Approved as to Form:



D. STEPHEN SCHWABAUER
City Attorney

Exhibit A

Matt Foskett Consulting LLC will provide assistance to the Client for training purposes in the areas of load forecasting, power resource portfolio planning, procurement & transmission, related compliance requirements, and cost of service, rate design & evaluation. The work may include, but is not limited to training new staff in the following areas:

- **Load forecasting**
- **Resource evaluation**
- **Power, fuel, and Green House Gas (GHG) offset procurement**
- **California Independent System Operator and other transmission related review**
- **NCPA resource and bill review**
- **Rate design and evaluation**
- **Compliance with State GHG Program**
- **Compliance with State Renewables Portfolio Standard requirements**
- **Compliance with CAISO Resource Adequacy requirement**

Exhibit B

Matt Foskett Consulting LLC

FEE SCHEDULE CALENDAR YEAR 2014

HOURLY BILLING RATES:

- Principal Consultant \$87.75/Hour

EXPENSES:

- Auto Mileage \$0.565/Mile
IRS standard mileage rate

For vehicle travel outside of Sacramento County; no mileage charges will be incurred for trips inside Sacramento County

- Air Travel At Cost
- Meals and Incidental Expenses (In San Joaquin, Sacramento, and southern Placer Counties none, elsewhere at cost)
- Lodging (In San Joaquin, Sacramento, and southern Placer Counties none, elsewhere at cost)
- Sub-consulting and Sub-contracting At Cost plus 10%
- City Required Insurance \$300/Month
- Other Reimbursable Expenses At Cost

Consultant's "maximum not to exceed fee" for consulting services is \$95,000.

NOTES:

For vehicle travel outside San Joaquin, Sacramento, and southern Placer Counties one half of the Consultant's hourly rate may be charged from home to destination portal using Google Maps travel time estimates.

Invoices will be sent at the beginning of the calendar month for services provided and expenses incurred the previous calendar month. Payment is expected within 30 days unless otherwise provided for in the contract.