



Topic: **Authority Board Agenda Item 8-1** **2018 Jan 28**

Subject: **Consulting Services Agreement (Dunn Consulting)**

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**Requested Action:**

Consider approval of a consulting agreement with Dunn Consulting for government and regulatory affairs support and approved an initial task order and budget for services through March 31, 2019 and authorize the General Manager to sign.

**Detailed Description/Background:**

Keith Dunn (Dunn Consulting) has been providing state government and regulatory affairs support to the Sites Project Authority under a sub-consultant agreement with the JB Comm communications contract. With the transition to a new communications team, staff has been working with Dunn Consulting to negotiate a direct Consulting Services Agreement with the Authority for governmental and regulatory affairs support. An initial task order for services thru March 31, 2019 (end of Phase 1) is included.

**Prior Authority Board Action:**

None.

**Fiscal Impact/Funding Source:**

Funding for this task order has been assigned from the reprioritized Phase 1 Budget approved by the Authority Board of Directors and the Reservoir Committee.

Additional task orders are contemplated and will be developed for consideration by the 2019 Reservoir Committee and the Authority. Funding for these additional task orders will be based on the previously approved work plan utilizing funding by the Authority and those organizations who have executed the 2019 Reservoir Project Agreement.

**Staff Contact:**

Joe Trapasso

**Attachments:**

Attachment A - Consulting Services Agreement

Attachment B – Task Order #1



## **AGREEMENT**

This agreement is entered and beginning on **February 1, 2019**, between the Sites Authority, which is a joint exercise of powers authority (Sites JPA) (hereafter “Client”) and Dunn Consulting.

### **Section I: Special Provisions**

- 1.) **Purpose of Agreement:** Client retains Dunn Consulting for legislative and regulatory lobbying and strategic advice and with respect to the following:
  - a.) Working with Client to develop policy arguments and a rationale that can be presented to the State Legislature and the State Executive Branch to justify positions and requests.
  - b.) Working with Client to develop policy arguments and a rationale that can be presented to the Congress and the Federal Executive Branch to justify positions and requests.
  - c.) Working with Client to develop policy arguments and a rationale that can be presented to the State regulatory agencies to justify positions and requests.
  - d.) Working with Client to develop policy arguments and a rationale that can be presented to the Federal regulatory agencies to justify positions and requests.
  - e.) Direct Lobbying of the State Legislature and State Executive Branch on behalf of Client on position legislation and administrative issues.
  - f.) Direct Lobbying of Congress and the Federal Executive Branch on behalf of Client on position legislation and administrative issues.
  - g.) Performing other necessary and appropriate services which may include, but not be limited to, personal contact with key interest groups including labor and business organizations, building coalitions of support groups, and attending appropriate meetings and conferences.
  - h.) Client understands and acknowledges that Dunn Consulting will be conducting activities on its behalf which constitute “attempting to influence legislative or administrative action” within the meaning of the Political Reform Act of 1974, as amended (Government Code section 81000, et seq.) and the regulations of the Fair Political Practices Commission. Accordingly, with Client’s authorization Dunn Consulting will amend its lobbying firm registration statement with the Secretary of State to include Client, and both Client and Dunn Consulting will be required to comply with the lobbying reporting requirements and related laws during the term of this contract. Dunn Consulting will cause to be prepared and filed for client all required

notifications and reporting at Dunn Consulting expense to comply with all applicable codes.

- 3.) **Amendment of Agreement:** This Agreement may only be supplemented, abandoned, discharged, amended, renewed or extended by a written instrument executed by each of the parties hereto.
- 4.) **Duration of Agreement:** This agreement shall commence on **February 1, 2019** and continue until **December 31, 2022**, subject to termination by either party upon thirty (30) days prior written notice to the other. Termination or expiration of this Agreement shall not affect the rights or obligation of the parties accrued or incurred prior to the date of termination or expiration. This Agreement may be modified and or extended upon mutual written consent of the parties.
- 5.) **Compensation for Services:** As consideration for Dunn Consulting's performance of its obligations under this Agreement, Client shall pay to Dunn Consulting at a rate not to exceed \$8,000 per month, which is subject to Client's prior approval of the budget relevant to this Agreement. Should the Client approve a budget that does not support this monthly rate, the Client and Dunn Consulting will meet to develop a revised plan. As of the effective date of this Agreement, the Client, which comprises the Authority and its Reservoir Committee, have approved their respective budgets through at least March 31, 2019. For services to be performed effective April 1, 2019, requires the Client to issue a separate Notice to Proceed. For services beyond year 2019, the Client will issue a separate Notice to Proceed after the budgets have been approved.

Client shall remit payment to Dunn Consulting within thirty (45) days following receipt and acceptance of a detailed invoice from Dunn Consulting, along with such supporting documentation as Client might reasonably require from time to time. Client shall not be required to compensate Dunn Consulting for any incidental or out-of-pocket expenses incurred in connection with this Agreement unless the same are approved by Client in advance of such expenses being incurred.

## **Section II: General Provisions**

- 6.) **Indemnity, Limitation of Liability:** In consideration of the services provided, each party shall indemnify, defend and hold the other harmless from and against any claims, damages, loss and liability arising out of, resulting from or relating to, in whole or in part, intentional or negligent acts, errors, omissions, breaches, defaults or failures to perform the indemnifying party's obligations hereunder, except to the extent such claims, damages, losses or liability result from the indemnified party's bad faith conduct or gross negligence in carrying out the terms of this contract. The parties shall not cause its affiliates, and their respective officers, directors, shareholders, and/or agents to initiate any action or proceeding against the other party or any employee or owner of same in connection with this agreement, unless such action or proceeding is based solely on the bad faith conduct or gross negligence of that party. The parties agree that Dunn Consulting owes no fiduciary duty to Client under this agreement or otherwise.
- 7.) Dunn Consulting shall, at its own cost, purchase and maintain commercial general liability coverage for claims for liability arising in connection with the services to be provided pursuant to this Agreement in an amount of not less than \$ 1,000,000 for each occurrence and \$ 1,000,000 in the aggregate. Prior to commencing any services under this

Agreement, Dunn Consulting shall submit to Client certificates and endorsements in form and substance satisfactory to Client evidencing the required insurance coverage.

- 8.) **No Guarantee:** Nothing in this Agreement and nothing in the parties' communication is construed as a guarantee or promise of the outcome of activities under this agreement with respect to the success of activities. Dunn Consulting makes no such promise or guarantee.
- 9.) **Confidentiality:** Dunn Consulting shall safeguard all material and information which Client provides, shall not copy or duplicate such materials without prior approval from Client and shall return such materials to Client upon completion of services or upon request from Client.
- 10.) **No Advertisement of Services.** Unless approved in writing by Client in its sole discretion, Dunn Consulting shall not advertise in any manner that it is performing services for Client.
- 11.) **Subject Matter Conflicts.** Dunn Consulting agrees that in the event Dunn Consulting is providing services to other clients whose interests are not aligned with those of Client, Dunn Consulting shall not advocate for such other clients in a manner that would result in the communication of such contradictory positions in any public forum.
- 12.) **No Partnership.** The provisions of this Agreement are not intended to create, nor shall they be in any way interpreted or construed to create, a joint venture, partnership or any other similar arrangement between the parties to this Agreement. Dunn Consulting's only relationship with Client is that of an independent contractor.
- 13.) **Notices under the Agreement:** Any notice required or permitted by this agreement shall be written and delivered by US mail to:

Client Contact:

**Kevin Spesert  
Public Affairs & Government Relations Manager  
P.O. Box 517  
122 Old Hwy 99W  
Maxwell, CA 95955**

Dunn Consulting Contact:

**Keith Dunn  
Dunn Consulting  
1121 L Street Suite 700  
Sacramento, CA 95814**

- 14.) **Assignment:** Neither party may assign their rights, duties or obligations under this Agreement, in whole or in part, without the prior written consent of the other.
- 15.) **Entire Agreement:** This agreement contains all agreements, representations, and understandings of the parties respecting the subject matter of this contract.

- 16.) **Applicable Law:** The validity of this agreement and of any of its terms or provisions, as well as the rights and duties of the parties under this Agreement, shall be construed pursuant to and in accordance with California law.

This Agreement is approved:

**Dunn Consulting**

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

**Keith N. Dunn  
Dunn Consulting  
OWNER**

**Sites Project Authority**

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

**Jim Watson  
General Manager  
Sites Project Authority  
P.O. Box 517  
122 Old Hwy 99W  
Maxwell, CA 95955**



**SITES PROJECT AUTHORITY  
GOVERNMENT AFFAIRS PRODUCT  
AREA TASK ORDER # 1**

**Consultant: Dunn Consulting**

**Task Order No. 1**

Task Order No. 1 provides the initial work activities for Dunn Consulting under their Consulting Agreement with the Authority which includes government & regulatory affairs services for the period of performance from February 1, 2019 through March 31, 2019.

**Scope of Services**

The task order scope of services includes the following initial government affairs tasks:

- State Legislative and Regulatory government affairs support
- Federal Legislative and Regulatory government affairs support
- Association & NGO outreach and engagement
- Strategic communications and messaging support

**Budget**

The total budget amount for this task order is \$16,000.

**Schedule**

The period of performance for this task order is February 1, 2019 through March 31, 2019.

**Labor Rate**

Rate for services is a monthly fixed rate of \$8,000 per month.

**Dunn Consulting**

**Sites Project Authority**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date