

To: Honorable Public Utilities Board

Submitted by: /IS/
Tim Haines
General Manager

From: Tim Haines
General Manager

Approved by: /IS/
Tim Haines
General Manager

Subject: By Motion, Requiring Four-Fifths Vote, Authorize Amendment #1 to Service Provider Agreement PS 01-25-01 with Phyllis E. Currie to Extend the Term for Assistance Developing Alameda Municipal Power’s Leadership and Organizational Strategies, Increase the Compensation in an Amount Not to Exceed \$65,000, for a Total Contract Amount Not to Exceed \$140,000, and Find the Action Exempt from the California Environmental Quality Act

RECOMMENDATION

By motion, requiring four-fifths vote, find AMP’s action is exempt from the California Environmental Quality Act pursuant to CEQA Guidelines Sections 15061(b)(3) and 15378 for the reasons outlined in the administrative report, and authorize amendment #1 to Service Provider Agreement PS 01-25-01 with Phyllis E. Currie to extend the term for assistance developing Alameda Municipal Power’s leadership and organizational strategies, increase the compensation in an amount not to exceed \$65,000, for a total contract amount not to exceed \$140,000.

BACKGROUND

In early 2025, Alameda Municipal Power (AMP) began the process of revising its strategic plan to guide the organization over the next five years. On February 18, 2025, AMP entered into Service Provider Agreement PS 01-25-01 with Phyllis E. Currie for assistance developing AMP’s leadership and organizational strategies for the new plan.

DISCUSSION

AMP is seeking Public Utilities Board (Board) authorization to extend the term of Service Provider Agreement PS 01-25-01, which expired on October 31, 2025, from November 1, 2025, through December 31, 2026, and to increase the total compensation by \$65,000, for a contract total not to exceed \$140,000.

Board approval is required because the cumulative value of the agreement with Ms. Currie will exceed the \$75,000 spending authorization of the General Manager. As Ms. Currie has been involved in guiding AMP’s revision of its strategic plan from the outset, staff recommends continuing to work with Ms. Currie until the project has been completed.

Beyond strategic plan development, Ms. Currie provides executive coaching to AMP leadership, strengthening decision-making and communication skills. She also conducts organizational assessments to improve efficiency and customer service.

With extensive experience in publicly-owned utilities and a long history with AMP, Ms. Currie offers insights that guide management decisions in finance, billing, and operations. She served on the screening panel for the Assistant General Manager of Engineering and Operations recruitment and will help refine leadership roles to align with AMP's strategic goals.

FINANCIAL IMPACT

The total cost of the amendment shall not exceed \$65,000. Funding is included in the fiscal year (FY) 2026 budget.

ENVIRONMENTAL REVIEW

Alameda Municipal Power finds that its actions are not a project as defined by CEQA Guidelines Section 15378, which excludes "continuing administrative...activities" and "organization or administrative activities of governments..." Alameda Municipal Power further finds that it can be seen with certainty that there is no possibility that the activity will result in a direct or reasonably foreseeable indirect change in the environment. The project involves developing AMP's new strategic plan, and there is no potential for direct or indirect changes in existing conditions as a result.

Alameda Municipal Power further finds that its actions are exempt from CEQA, including but not limited to CEQA Guidelines Section 15061(b)(3). More specifically, Alameda Municipal Power finds its actions are subject to the commonsense exemption because it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment. Alameda Municipal Power's actions involve developing AMP's new strategic plan.

LINK TO STRATEGIC PLAN AND METRICS

The strategic plan update encompasses all aspects of AMP's operations and is linked to all initiatives.

EXHIBIT

- A. Service Provider Agreement PS 01-25-01
- B. Service Provider Agreement PS 01-25-01 Amendment #1

SERVICE PROVIDER AGREEMENT
PS 01-25-01

This SERVICE PROVIDER AGREEMENT (“**Agreement**”) is entered into this 18th day of Feb, 2025 (“**Effective Date**”), by and between Alameda Municipal Power, a Department of the CITY OF ALAMEDA, a municipal corporation (“**the City**”), and PHYLLIS E. CURRIE a sole proprietor/individual, whose address is 6408 S Sherbourne Dr., Los Angeles, CA 90056 (“**Provider**”), in reference to the following facts and circumstances:

RECITALS

- A. Alameda Municipal Power (“AMP”) is a Department of the **City** which is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of the City.
- B. AMP is in need of the following services: assistance in development of AMP’s leadership and organizational strategies. Provider was selected on a sole source basis because of her unique qualifications, deep industry knowledge, and immediate availability.
- C. Provider possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.
- D. AMP and Provider desire to enter into an agreement for assistance in development of AMP’s leadership and organizational strategies, upon the terms and conditions herein.

AGREEMENT

NOW, THEREFORE, in consideration of the forgoing, which are incorporated herein by reference, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the City and Provider agree as follows:

1. TERM:

The term of this Agreement shall commence on the 18th day of Feb 2025, and shall terminate on the 31st day of October 2025, unless terminated earlier as set forth herein.

The parties may agree to extend the term of this Agreement on a year-by-year basis, for up to one (1) additional year. Any extension shall be documented in a signed amendment. In the event that the parties agree to extend the Agreement, all provisions of the Agreement shall remain unchanged.

2. SERVICES TO BE PERFORMED:

Provider agrees to do all necessary work at its own cost and expense, to furnish all labor, tools, equipment, materials, except as otherwise specified, and to do all necessary work included in Exhibit A as requested. Provider acknowledges that the work plan included in Exhibit A is tentative and does not commit AMP to request Provider to perform all tasks included therein.

3. COMPENSATION TO PROVIDER:

a. By the 7th day of each month, Provider shall submit to AMP an invoice for the total amount of work done the previous month. Pricing and accounting of charges are to be according to the fee schedule as set forth in Exhibit B and incorporated herein by this reference. Extra work must be approved in writing by the General Manager or their designee prior to performance and shall be paid on a Time and Material basis as set forth in Exhibit B.

b. The total nine month compensation for this Agreement shall not exceed \$75,000.00.

4. TIME IS OF THE ESSENCE:

Provider and AMP agree that time is of the essence regarding the performance of this Agreement.

5. STANDARD OF CARE:

Provider shall perform all services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Provider represents that it is skilled in the professional calling necessary to perform all services contracted for in this Agreement. Provider further represents that all of its employees and subcontractors shall have sufficient skill and experience to perform the duties assigned to them pursuant to and in furtherance this Agreement. Provider further represents that it (and its employees and subcontractors) have all licenses, permits, qualifications, and approvals of whatever nature that are legally required to perform the services (including a City Business License, as needed); and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Provider shall perform (at its own cost and expense and without reimbursement from the City) any services necessary to correct errors or omissions which are caused by Provider's failure to comply with the standard of care provided for herein. Any employee of the Provider or its sub-providers who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of any services under this Agreement, or a threat to the safety of persons or property (or any employee who fails or refuses to perform the services in a manner acceptable to the City) shall be promptly removed by the Provider and shall not be re-employed to perform any further services under this Agreement.

6. INDEPENDENT PARTIES:

Provider hereby declares that Provider is engaged as an independent business and Provider agrees to perform the services as an independent contractor. The manner and means of conducting the services and tasks are under the control of Provider except to the extent they are limited by statute, rule or regulation and the express terms of this Agreement. No civil service status or other right of employment will be acquired by virtue of Provider's services. None of the benefits provided by the City to its employees, including but not limited to unemployment insurance, workers' compensation plans, vacation and sick leave, are available from the City to Provider, its employees or agents. Deductions shall not be made for any state or federal taxes, FICA payments, PERS payments, or other purposes normally associated with an employer-employee relationship from any compensation due to Provider. Payments of the above items, if required, are the

responsibility of Provider. Any personnel performing the services under this Agreement on behalf of Provider shall also not be employees of City and shall at all times be under Provider's exclusive direction and control.

7. **IMMIGRATION REFORM AND CONTROL ACT (IRCA):**

Provider assumes any and all responsibility for verifying the identity and employment authorization of all of its employees performing work hereunder, pursuant to all applicable IRCA or other federal, or state rules and regulations. Provider shall indemnify, defend, and hold the City harmless from and against any loss, damage, liability, costs or expenses arising from any noncompliance of this provision by Provider.

8. **NON-DISCRIMINATION:**

Consistent with the City's policy and state and federal law that harassment and discrimination are unacceptable conduct, Provider and its employees, contractors, and agents shall not harass or discriminate against any job applicant, City employee, or any other person on the basis of any kind of any statutorily (federal, state or local) protected class, including but not limited to: race, religious creed, color, national origin, ancestry, disability (both mental and physical) including HIV and AIDS, medical condition (e.g. cancer), genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, pregnancy, political affiliation, military and veteran status or legitimate union activities. Such non-discrimination shall include but not be limited to all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, or termination. Provider agrees that any violation of this provision shall constitute a material breach of this Agreement.

9. **HOLD HARMLESS:**

a. To the fullest extent permitted by law, Provider shall indemnify, defend (with counsel acceptable to the City) and hold harmless the City, its City Council, boards, commissions, officials, employees, agents and volunteers ("Indemnitees") from and against any and all loss, damages, liability, obligations, claims, suits, judgments, costs and expenses whatsoever, including reasonable attorney's fees and costs of litigation ("Claims"), arising from or in any manner connected to Provider's performance of its obligations under this Agreement or out of the operations conducted by Provider even if the City is found to have been negligent. If the Claims filed against Indemnitees allege negligence, recklessness or willful misconduct on the part of Provider, Provider shall have no right of reimbursement against Indemnitees for the costs of defense even if negligence, recklessness or willful misconduct is not found on the part of Provider. Provider shall not have any obligations to indemnify Indemnitees if the loss or damage is found to have resulted solely from the negligence or the willful misconduct of the City. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

b. As to Claims for professional liability only, Provider's obligation to defend Indemnitees (as set forth above) is limited as provided in California Civil Code Section 2782.8.

c. Provider's obligation to indemnify, defend and hold harmless Indemnitees shall expressly survive the expiration or early termination of this Agreement.

10. **INSURANCE:**

a. On or before the commencement of the terms of this Agreement, Provider shall furnish the City's Risk Manager with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with Sections 10.b. (1) through (3) Such certificates, which do not limit Provider's indemnification, shall also contain substantially the following statement:

"Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide thirty (30) days' advance written notice to the City of Alameda. Attention: Risk Manager."

Provider shall maintain in force at all times during the performance of this Agreement all appropriate coverage of insurance required by this Agreement with an insurance company licensed to offer insurance business in the State of California with a current A.M. Best's rating of no less than A.VII or Standard & Poor's Rating (if rated) of at least BBB unless otherwise acceptable to the City. Provider shall deliver updated insurance certificates to AMP at the address described in Section 17.f. prior to the expiration of the existing insurance certificate for the duration of the term of Agreement. Endorsements naming AMP, the Public Utilities Board ("PUB"), the City, its City Council, boards, commissions, officials, employees, agents, and volunteers as additional insured shall be submitted with the insurance certificates.


Provider Initials

b. **COVERAGE REQUIREMENTS:**

Provider shall maintain insurance coverage and limits at least as broad as:

(1) **Workers' Compensation:**

Statutory coverage as required by the State of California.

(2) **Liability:**

Commercial general liability coverage in the following minimum limits:

<u>Bodily Injury:</u>	<u>\$1,000,000 each occurrence</u>
	\$2,000,000 aggregate - all other
 Property Damage:	 \$1,000,000 each occurrence
	\$2,000,000 aggregate

If submitted, combined single limit policy with per occurrence limits in the amounts of \$2,000,000 and aggregate limits in the amounts of \$4,000,000 will be considered equivalent to the required minimum limits shown above. Additional Insured Endorsement naming AMP, the Public Utilities Board, the City, its City Council, boards, commissions, officials, employees, agents, and volunteers is required.

(3) Professional Liability:

Professional liability insurance which includes coverage appropriate for the professional acts, errors and omissions of Provider's profession and work hereunder, in the following minimum limits:

\$2,000,000 each occurrence

As to commercial general liability insurance, such insurance will provide that it constitutes primary insurance with respect to claims insured by such policy, and, except with respect to limits, that insurance applies separately to each insured against whom claim is made or suit is brought. Such insurance is not additional to or contributing with any other insurance carried by or for the benefit of the City and AMP, as a Department of the City.

c. SUBROGATION WAIVER:

Provider hereby agrees to waive rights of subrogation that any insurer of Provider may acquire from Provider by virtue of the payment of any loss. Provider agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether the City (including AMP) has received a waiver of subrogation endorsement from the insurer. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of AMP for all work performed by Provider, its employees, agents and subcontractors.

d. FAILURE TO SECURE:

If Provider at any time during the term hereof should fail to secure or maintain the foregoing insurance, AMP shall be permitted to obtain such insurance in Provider's name or as an agent of Provider and shall be compensated by Provider for the costs of the insurance premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid.

e. ADDITIONAL INSURED(S):

AMP, the Public Utilities Board, the City, its City Council, all boards, commissions, officials, employees, agents, and volunteers shall be named as additional insured(s) under all insurance coverages, except workers' compensation and professional liability insurance. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy. Additional Insured coverage under Provider's policy shall be primary and non-contributory and will not seek contribution from the City's insurance or self-insurance. Any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the additional insured(s).

f. SUFFICIENCY OF INSURANCE:

The insurance limits required by AMP are not represented as being sufficient to protect Provider. Provider is advised to consult Provider's insurance broker to determine adequate coverage for Provider. The coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of the coverage carried by or available to Provider; whichever is greater.

g. EXCESS OR UMBRELLA LIABILITY:

If any Excess or Umbrella Liability policies are used to meet the limits of liability required by this Agreement, then said policies shall be true "following form" of the underlying policy coverage, terms, conditions, and provisions and shall meet all of the insurance requirements stated in this Agreement, including but not limited to, the additional insured, SIR, and primary insurance requirements stated therein. No insurance policies maintained by the indemnified parties or Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until all the primary and excess liability policies carried by or available to the Provider are exhausted. **If a Provider is using an Excess Liability policy to supplement any insurance coverage required by this Agreement, they must submit the Excess Liability policy in full.**

11. CONFLICT OF INTEREST:

Provider warrants that it is not a conflict of interest for Provider to perform the services required by this Agreement. Provider may be required to fill out a conflict of interest form if the services provided under this Agreement require Provider to make certain governmental decisions or serve in a staff capacity as defined in Title 2, Division 6, Section 18700 of the California Code of Regulations.

12. PROHIBITION AGAINST TRANSFERS:

a. Provider shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of AMP's General Manager. Provider shall submit a written request for consent to transfer ~~to AMP's General Manager at least thirty (30) days in advance of the desired transfer~~ AMP's General Manager or their designee may consent or reject such request in their sole and absolute discretion. Any attempt to do so without said consent shall be null and void, and any assignee, sublessee, hypothecate or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, claims for money against the City under this Agreement may be assigned by Provider to a bank, trust company or other financial institution without prior written consent.

b. The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock, membership interest, partnership interest, or the equivalent, which shall result in changing the control of Provider, shall be construed as an assignment of this Agreement. Control means fifty percent or more of the voting power of Provider.

13. APPROVAL OF SUB-PROVIDERS:

a. Only those persons and/or businesses whose names and resumés are attached to this Agreement shall be used in the performance of this Agreement. However, if after the start of this Agreement, Provider wishes to use sub-providers, at no additional costs to AMP, then Provider shall submit a written request for consent to add sub-providers including the names of the sub-providers and the reasons for the request to AMP's General Manager at least five (5) days in advance. AMP's General Manager may consent or reject such requests in their sole and absolute discretion.

b. Each sub-provider shall be required to furnish proof of workers' compensation insurance and shall also be required to carry general, automobile and professional liability insurance (as applicable) in reasonable conformity to the insurance carried by Provider.

c. In addition, any tasks or services performed by sub-providers shall be subject to each provision of this Agreement. Provider shall include the following language in their agreement with any sub-provider: "Sub-providers hired by Provider agree to be bound to Provider and the City in the same manner and to the same extent as Provider is bound to the City."

d. The requirements in this Section 13 shall not apply to persons who are merely providing materials, supplies, data or information that Provider then analyzes and incorporates into its work product.

14. PERMITS AND LICENSES:

Provider, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, certificates and licenses, including a City business license that may be required in connection with the performance of the services and tasks hereunder.

15. REPORTS:

a. Each and every report, draft, work product, map, record and other document produced, prepared or caused to be prepared by Provider pursuant to or in connection with this Agreement shall be the exclusive property of the City.

b. No report, information or other data given to or prepared or assembled by Provider pursuant to this Agreement shall be made available to any individual or organization by Provider without prior approval of AMP's General Manager or their designee.

c. Provider shall, at such time and in such form as AMP's General Manager or their designee may require, furnish reports concerning the status of services and tasks required under this Agreement.

16. RECORDS:

a. Provider shall maintain complete and accurate records with respect to the services, tasks, work, documents and data in sufficient detail to permit an evaluation of Provider's performance under the Agreement, as well as maintain books and records related to sales, costs, expenses, receipts and other such information required by AMP that relate to the performance of the services and tasks under this Agreement (collectively the "**Records**").

b. All Records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Provider shall provide free access to the Records to the representatives of AMP or its designees during regular business hours upon reasonable prior notice. AMP has the right to examine and audit the Records, and to make copies or transcripts therefrom as necessary, and to allow inspection of all proceedings and activities related to this Agreement. Such Records, together with supporting documents, shall be kept separate from other documents and records and shall be maintained by Provider for a period of three (3) years after receipt of final payment.

c. If supplemental examination or audit of the Records is necessary due to concerns raised by AMP's preliminary examination or audit of records, and AMP's supplemental examination or audit of the records discloses a failure to adhere to appropriate internal financial controls, or other breach of this Agreement or failure to act in good faith, then Provider shall reimburse AMP for all reasonable costs and expenses associated with the supplemental examination or audit.

17. **NOTICES:**

a. All notices shall be in writing and delivered: (i) by hand; or (ii) sent by registered, express, or certified mail, with return receipt requested or with delivery confirmation requested from the U.S. postal service; or (iii) sent by overnight or same day courier service at the party's respective address listed in this Section.

b. Each notice shall be deemed to have been received on the earlier to occur of: (x) actual delivery or the date on which delivery is refused; or (y) three (3) days after notice is deposited in the U.S. mail or with a courier service in the manner described above (Sundays and City holidays excepted).

c. Either party may, at any time, change its notice address (other than to a post office box address) by giving the other party three (3) days prior written notice of the new address.

d. All notices, demands, requests, or approvals from Provider to the City shall be addressed to the City at:

Alameda Municipal Power
2000 Grand Street
Alameda, CA 94501
ATTENTION: Tim Haines – General Manager
Ph: (510) 748-3905 / Email: haines@alamedamp.com

e. All notices, demands, requests, or approvals from AMP to Provider shall be addressed to Provider at:

Phyllis E. Currie
6408 S Sherbourne Dr
Los Angeles, CA 90056
ATTENTION: Phyllis E. Currie - Owner
Ph: (310) 562-7780 / Email: pecurrie@earthlink.net

f. All updated insurance certificates from Provider to the City shall be addressed to AMP at:

Alameda Municipal Power

2000 Grand Street

Alameda, CA 94501

ATTENTION: Nancy Williams – Administrative Services Coordinator

Ph: (510) 814-6429 / Email: nwilliams@alamedamp.com

18. SAFETY:

a. Provider will be solely and completely responsible for conditions of all vehicles owned or operated by Provider, including the safety of all persons and property during performance of the services and tasks under this Agreement. This requirement will apply continuously and not be limited to normal working hours. In addition, Provider will comply with all safety provisions in conformance with U.S. Department of Labor Occupational Safety and Health Act, any equivalent state law, and all other applicable federal, state, county and local laws, ordinances, codes, and any regulations that may be detailed in other parts of the Agreement. Where any of these are in conflict, the more stringent requirements will be followed. Provider's failure to thoroughly familiarize itself with the aforementioned safety provisions will not relieve it from compliance with the obligations and penalties set forth herein.

b. Provider will immediately notify AMP within 24 hours of any incident of death, serious personal injury or substantial property damage that occurs in connection with the performance of this Agreement. Provider will promptly submit to AMP a written report of all incidents that occur in connection with this Agreement. This report must include the following information: (i) name and address of injured or deceased person(s); (ii) name and address of Provider's employee(s) involved in the incident; (iii) name and address of Provider's liability insurance carrier; (iv) a detailed description of the incident; and (v) a police report.

19. TERMINATION:

a. In the event Provider fails or refuses to perform any of the provisions hereof at the time and in the manner required hereunder, Provider shall be deemed in default in the performance of this Agreement. If such default is not cured within two (2) business days after receipt by Provider from AMP of written notice of default, specifying the nature of such default and the steps necessary to cure such default, AMP may thereafter immediately terminate the Agreement forthwith by giving to Provider written notice thereof.

b. The foregoing notwithstanding, either Party shall have the option, at its sole discretion and without cause, of terminating this Agreement by giving seven (7) days' prior written notice to the other Party as provided herein.

c. Upon termination of this Agreement either for cause or for convenience, each party shall pay to the other party that portion of compensation specified in this Agreement that is earned and unpaid prior to the effective date of termination. The obligation of the parties under this Section 19.c. shall survive the expiration or early termination of this Agreement.

20. ATTORNEYS' FEES:

In the event of any litigation, including administrative proceedings, relating to this Agreement, including but not limited to any action or suit by any party, assignee or beneficiary against any other party, beneficiary or assignee, to enforce, interpret or seek relief from any provision or obligation arising out of this Agreement, the parties and litigants shall bear their own attorney's fees and costs. No party or litigant shall be entitled to recover any attorneys' fees or costs from any other party or litigant, regardless of which party or litigant might prevail.

21. HEALTH AND SAFETY REQUIREMENTS.

Provider acknowledges that the City shall have the right to impose, at the City's sole discretion, requirements that it deems are necessary to protect the health and safety of the City employees, residents, and visitors. Provider agrees to comply with all such requirements, including, but not limited to, mandatory vaccinations, the use of personal protective equipment (e.g. masks), physical distancing, and health screenings. Provider also agrees to make available to the City, at the City's request, records to demonstrate Provider's compliance with this Section.

22. COMPLIANCE WITH ALL APPLICABLE LAWS:

During the term of this Agreement, Provider shall keep fully informed of all existing and future state and federal laws and all municipal ordinances and regulations of the City of Alameda (including AMP) which affect the manner in which the services or tasks are to be performed by Provider, as well as all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. Provider shall comply with all applicable laws, state and federal and all ordinances, rules and regulations enacted or issued by the City. Provider shall defend, indemnify, and hold City (including its officials, directors, officers, employees, and agents) free and harmless from any claim or liability arising out of any failure or alleged failure to comply with such laws and regulations pursuant to the indemnification provisions of this Agreement.

23. CONFLICT OF LAW:

This Agreement shall be interpreted under, and enforced by the laws of the State of California without regard to any choice of law rules which may direct the application of laws of another jurisdiction. The Agreement and obligations of the parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities). Any suits brought pursuant to this Agreement shall be filed with the courts of the County of Alameda, State of California.

24. WAIVER:

A waiver by AMP of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein, whether of the same or a different character.

25. INTEGRATED CONTRACT:

Subject to the language of Section 30, the Recitals and exhibits are a material part of this Agreement and are expressly incorporated herein. This Agreement represents the full and

complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification of this Agreement will be effective only by written execution signed by both AMP and Provider.

26. PREVAILING WAGES:

Provider is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq. as well as California Code of Regulations, Title 8, Section 1600, et seq., (“Prevailing Wage Laws”) which require the payment of prevailing wage rates and the performance of other requirements on “public works” and “maintenance” projects. Provider agrees to fully comply with such Prevailing Wage Laws if the services are being performed as part of an applicable “public works” or “maintenance” project as defined by the Prevailing Wage Laws and if the total compensation is \$1,000 or more. City, upon Provider’s request, shall provide Provider with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Provider shall make copies of the prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the services available to interested parties upon request; and shall post copies at the Provider’s principal place of business and at the project site. Provider shall defend, indemnify, and hold the City (its elected officials, officers, employees, and agents) free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

27. CAPTIONS:

The captions in this Agreement are for convenience only, are not a part of the Agreement and in no way affect, limit or amplify the terms or provisions of this Agreement.

28. COUNTERPARTS:

This Agreement may be executed in any number of counterparts (including by fax, PDF, DocuSign, or other electronic means), each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

29. SIGNATORY:

By signing this Agreement, signatory warrants and represents that they executed this Agreement in their authorized capacity and that by their signature on this Agreement, they or the entity upon behalf of which they acted, executed this Agreement.

30. CONTROLLING AGREEMENT:

In the event of a conflict between the terms and conditions of this Agreement (as amended, supplemented, restated or otherwise modified from time to time) and any other terms and conditions wherever contained, including, without limitation, terms and conditions included within exhibits, the terms and conditions of this Agreement shall control and be primary.

IN WITNESS WHEREOF, the parties have each caused this Agreement to be duly executed on its behalf as of the Effective Date.

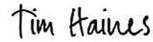
PHYLLIS E. CURRIE
sole proprietor, individual



Phyllis E. Currie
Owner

ALAMEDA MUNICIPAL POWER,
a Department of the CITY OF ALAMEDA,
a municipal corporation

DocuSigned by:



FEC06A607EBB473

Timothy Haines
General Manager

RECOMMENDED FOR APPROVAL

Signed by:



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Teri Dean Alderson
AGM - Administration

APPROVED AS TO FORM:
City Attorney

Signed by:



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Lonnie Eldridge
Special Counsel, City of Alameda

Key Responsibilities

1. Executive Coaching

- **Leadership Development:**
 - Provide one-on-one coaching to the GM and AGM to strengthen leadership skills, particularly in areas of decision-making, communication, team management, and stakeholder engagement.
 - Share insights and best practices specific to the utility sector based on prior experience in similar roles.
- **Role Alignment:**
 - Assist the GM and AGM in defining and aligning their respective roles, responsibilities, and priorities to foster collaboration and maximize organizational impact.
- **Problem-Solving:**
 - Offer guidance on addressing current challenges in customer service, finance, billing, and organizational operations.

2. Strategic Planning Development

- **Facilitation and Stakeholder Engagement:**
 - Lead sessions with key stakeholders, including AMP leadership, staff, and external partners, to identify priorities and gather input.
 - Ensure the planning process is inclusive, transparent, and aligned with AMP's mission and vision.
- **SWOT Analysis:**
 - Conduct an assessment of AMP's Strengths, Weaknesses, Opportunities, and Threats, particularly in light of the evolving energy sector landscape.
- **Vision and Goals:**
 - Help define AMP's long-term vision and measurable strategic goals across key areas, such as sustainability, customer service, technology, and financial performance.

- **Implementation Roadmap:**

- Develop a clear, actionable roadmap for achieving strategic goals, including timelines, responsibilities, and metrics for success.

3. Organizational Assessment and Recommendations

- Evaluate AMP's current organizational structure and processes, particularly in customer service, finance, and billing.
- Provide recommendations to improve operational efficiency, customer satisfaction, and financial management.

4. Reporting and Deliverables

- A detailed coaching plan with milestones for the GM and AGM.
- A finalized strategic plan document, including vision, goals, action items, and metrics.
- Periodic progress reports on coaching and strategic plan development.
- A final presentation summarizing key outcomes and recommendations.

Timeline

- Estimated duration: **6-9 months**, depending on project scope and organizational needs.
 - Key milestones to be agreed upon in consultation with AMP leadership.
-

Qualifications of the Consultant

- Proven leadership experience as a General Manager or Assistant General Manager in a California municipal utility.
- Strong background in strategic planning, customer service, finance, and billing operations.
- Effective communicator and facilitator with expertise in coaching senior executives.

Compensation to Provider:

In consideration of the services to be rendered, Provider will be paid a retainer of \$6500, payable at the first of each successive month, for up to 20 hours of professional service during the month. Any hours exceeding the initial 20-hour limit during the month will be billed at a rate of \$325 per hour.

Provider will be reimbursed for all reasonable and necessary expenses incurred in the course of providing services. AMP must pre-approve all expenses and Provider must include receipts.

By the 7th of each month, Provider will submit an invoice for the retainer, any additional hours for services and any pre-approved expenses. Invoices will be paid within thirty (30) days after receipt.

AMENDMENT #1
SERVICE PROVIDER AGREEMENT

PS 01-25-01

This First Amendment of that certain Service Provider Agreement having AMP contract number PS 01-25-01 (“Agreement”), entered into this ___ day of _____ 2026 (“Execution Date”) by and between the ALAMEDA MUNICIPAL POWER, a department of the CITY OF ALAMEDA, a municipal corporation (hereinafter referred to as "AMP") and PHYLLIS E. CURRIE a sole proprietor/individual, whose address is 6408 S Sherbourne Dr., Los Angeles, CA 90056, (hereinafter referred to as “Provider”), is made with reference to the following:

RECITALS:

A. On February 18, 2025, the Agreement was entered into by and between AMP and Provider (hereinafter "Agreement") to provide assistance in development of AMP's leadership and organizational strategies.

B. The effective date of this First Amendment (“First Amendment Effective Date”) is the first day of November 2025, and all services prior to the Execution Date are hereby ratified.

C. AMP and Provider desire to modify the Agreement on the terms and conditions set forth herein. Provider will submit updated insurance documents including additional insured endorsements as required by the City per pages 3 through 5, Item 10, Insurance, of the original Service Provider Agreement.

D. The parties now desire to extend the term of the contract due to a continuing need for program administration, continue the scope of services to be performed, and increase the total compensation.

NOW, THEREFORE, it is mutually agreed by and between and undersigned parties as follows:

1. **TERM:**

The term of this Agreement shall commence on February 18, 2025 and shall terminate on the 31st day of December 2026, unless terminated earlier as set forth herein.

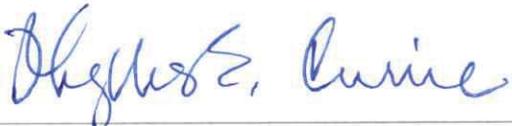
2. **COMPENSATION:** The not-to-exceed for this First Amendment is \$65,000, which when added to the original not-to-exceed of \$75,000 under the Agreement results in a total not-to-exceed of \$140,000.

3. Except as expressly modified herein, all other terms and conditions set forth in the Agreement shall remain the same and shall be in full force and effect.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have caused the First Amendment to be executed on the day and year first above written.

PHYLLIS E. CURRIE
Sole proprietor. individual

By 
Phyllis E. Currie
Owner

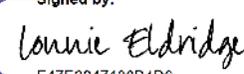
ALAMEDA MUNICIPAL POWER,
a Department of the City of Alameda
A Municipal Corporation

By _____
Timothy Haines
General Manager

RECOMMENDED FOR APPROVAL:

By _____
Teri Dean Alderson
AGM – Administration

APPROVED AS TO FORM:
City Attorney

By  _____
Signed by:
Lonnie Eldridge
Special Counsel. City of Alameda