

VALLEY CLEAN ENERGY ALLIANCE

Staff Report – Item 11

To: Board of Directors

From: Mitch Sears, Interim General Manager

Subject: Receipt of signed Amendment 2 to Jim Parks Agreement for Consultant Services increasing the not to exceed amount

Date: July 8, 2021

RECOMMENDATION

Receive copy of signed Amendment 2 to Jim Parks Agreement for Consultant Services increasing the not to exceed amount by \$8,000 for a new not to exceed amount of \$18,000.

BACKGROUND

On June 29, 2020, VCE entered into an agreement for consultant services with James Parks to provide transitional director duties, including SACOG grant and other program activities, with the new Director of Customer Care and Marketing Rebecca Boyles. The agreement is for a not to exceed amount of \$10,000 and was set to expire on December 31, 2020.

Amendment 1 to the consultant agreement was signed expanding the tasks to include key account services and extending the contract through December 31, 2021.

Through May 2021, \$8,200 has been expended leaving \$1,800 remaining. Since the contract expires in December 2021, Amendment 2 to the agreement was signed to increase the not to exceed amount by \$8,000 for a new not to exceed amount of \$18,000 (Exhibit D – Payment).

Attachments

1. Amendment 2 to the Jim Parks Agreement for Consultant Services
2. Exhibit D – Payment

AMENDMENT NO. TWO (2)
TO THE AGREEMENT FOR CONSULTANT SERVICES
BETWEEN
VALLEY CLEAN ENERGY ALLIANCE
AND
JIM PARKS

1. Parties and Date.

This Amendment No. Two (2) to the Consultant Services Agreement dated June 29, 2020 is made and entered into by and between Valley Clean Energy Alliance, a Joint Powers Agency, existing under the laws of the State of California with its principal place of business at 604 2nd Street, Davis, California 95616 (“VCE”) and Jim Parks, with its principal place of business at 4478 G Street, Sacramento, California 95819. VCE and Jim Parks are sometimes individually referred to as “Party” and collectively as “Parties.”

2. Recitals.

2.1 Jim Parks. VCE and Jim Parks entered into an agreement entitled “Agreement for Consultant Services” dated June 29, 2020 (“Agreement”) for the purpose of retaining Jim Parks to provide the services described in the Agreement; extended this Agreement through December 31, 2021 (Exhibit C) and amended the scope of services (Exhibit A), by Amendment No. 1.

2.2 Amendment Purpose. VCE and Jim Parks desire to amend the Agreement to increase the not to exceed amount by \$8,000 (Exhibit D – Payment), with no change to the expiration date of December 31, 2021 or to the revised scope of services as outlined in Amendment One (1).

2.3 Amendment Authority. This Amendment No. Two (2) is authorized pursuant to Section 6.10 of the Agreement.

3. Terms.

3.1 Amendment. Section 4.1 Compensation of the Agreement is hereby amended in its entirety to read as follows:

4.1 Compensation. This is a “time and materials” based agreement. Consultant shall receive compensation, including authorized reimbursements, for Services rendered under this Agreement at the rates, in the amounts and at the times set forth in **Exhibit D**. Notwithstanding the

provisions of Exhibit D, Amendment Two (2) will add Eight Thousand Dollars (\$8,000) to the original Ten Thousand (\$10,000) total compensation, for a new not to exceed amount of Eighteen Thousand Dollars (\$18,000) without written approval of VCE. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.2 Continuing Effect of Agreement. Except as amended by this Amendment No. Two (2), all other provisions of the Agreement remain in full force and effect and shall govern the actions of the parties under this Amendment No. Two (2). From and after the date of this Amendment No. Two (2), whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement as amended by this Amendment No. Two (2).

3.4 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. Two (2).

3.5 Severability. If any portion of this Amendment No. Two (2) is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.


[Signatures on Next Page]

**SIGNATURE PAGE FOR AMENDMENT NO. TWO (2)
TO THE AGREEMENT FOR CONSULTANT SERVICES
BETWEEN VALLEY CLEAN ENERGY ALLIANCE
AND JIM PARKS**


IN WITNESS WHEREOF, the Parties have entered into this Amendment No. TWO (2) as of the 29th day of June 2021.

VALLEY CLEAN ENERGY ALLIANCE

JIM PARKS

By: 

Mitch Sears
Interim General Manager

By: 

Its: Sole Proprietor

Printed Name: James Parks

EXHIBIT D

PAYMENT

The Scope of Work shall be performed on an individual task, consulting time, travel time, materials, and actual direct expense basis with work assigned as needed.

Designated Employees and Rates:

Professional/Title	Hourly Consulting Rate
James Parks	\$100.00 per hour

Other Applicable Reimbursement Rates:

Particulars	Rate
Air Travel Time	\$50.00 / hour
Auto Travel Time (one hour or more)	\$50.00 / hour
Auto Mileage Rate (or current IRS reimbursement rate)	\$0.58 / mile
Actual Direct Expenses (Receipts required above \$25.00)	Actual Expense
Phone/postage/printing/office materials	No Charge

Amendment Two (2) to the agreement will add \$8,000 to the \$10,000 (original agreement amount) for a new "Total Not to Exceed Amount" of: \$18,000.00 unless amended by written agreement of both parties.