

VALLEY CLEAN ENERGY ALLIANCE

Staff Report – Item 12

To: Board of Directors

From: Mitch Sears, Interim General Manager

Subject: Receipt of signed Amendment 1 to Jim Parks Agreement for Consultant Services adding key account tasks and extending the contact one year

Date: January 21, 2021

RECOMMENDATION

Receive copy of signed Amendment 1 to Jim Parks Agreement for Consultant Services adding key account tasks and extending the contract one year.

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.

Mr. Parks has provided valuable transitional assistance to Staff as he has history with VCE's vision, mission and goals and knows VCE's customers. VCE Staff needs assistance with key account services for designated commercial, industrial and agricultural customer outreach.

Through November 2020, a total of \$3,450 has been expended leaving \$6,550 remaining. The monies are budgeted in the Fiscal Year 2021/2022 operating budget.

Amendment 1 to the consultant agreement expands the tasks to include key account services (Exhibit A – Scope of Services) and extends the contract through December 31, 2021 (Exhibit C – Schedule of Services). All other provisions of the contract remain unchanged, including the not to exceed amount.

Attachments

1. Amendment 1 to the Jim Parks Agreement for Consultant Services
2. Exhibit A – Scope of Services
3. Exhibit C – Schedule of Services

AMENDMENT NO. ONE (1)
TO THE AGREEMENT FOR CONSULTANT SERVICES
BETWEEN
VALLEY CLEAN ENERGY ALLIANCE
AND
JIM PARKS

1. Parties and Date.

This Amendment No. One (1) 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 have 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.

2.2 **Amendment Purpose.** VCE and Jim Parks desire to amend the Agreement to extend the Agreement for an additional one (1) year and to revise the scope of services.

2.3 **Amendment Authority.** This Amendment No. One (1) is authorized pursuant to Section 6.10 of the Agreement.

3. Terms.

3.1 **Amendment.** Section 1.4 of the Agreement is hereby amended in its entirety to read as follows:

1.4 **Term** The term of this Agreement, as amended, shall begin on January 1, 2021 and shall end on December 31, 2021, unless amended as provided in the Agreement, or when terminated as provided in Article 5.

3.2 Amendment. Exhibits A (Scope of Services) and C (Schedule of Services), of the Agreement are hereby replaced in its entirety by Exhibits A and C attached hereto, which are incorporated herein.

3.3 Continuing Effect of Agreement. Except as amended by this Amendment No. One (1), all other provisions of the Agreement remain in full force and effect and shall govern the actions of the parties under this Amendment No. One (1). From and after the date of this Amendment No. One (1), whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement as amended by this Amendment No. One (1).

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. One (1).

3.5 Severability. If any portion of this Amendment No. One (1) 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. ONE (1) 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. ONE (1) as of
the 28th day of December 2020.

VALLEY CLEAN ENERGY ALLIANCE

JIM PARKS

By: 


Mitch Sears
Interim General Manager

By: 

Its: Sole Proprietor

Printed Name: James Parks

APPROVED AS TO FORM:

By: 

Harriet Steiner
VCE Attorney

EXHIBIT A

SCOPE OF SERVICES

Consultant shall provide the following services to VCE:

1. Transition Director Duties – Consultant shall work with the new Director of Customer Care and Marketing to transition existing responsibilities to the new director. This will include providing enough documentation and details to enable the new director to understand existing and pending projects, relationships, outreach and marketing initiatives, rate changes and other related projects, initiatives and efforts, past and present.
2. Coordination with VCE Staff – Consultant shall work with other VCE staff to ensure a smooth transition of other responsibilities including the SACOG grant and other program activities.
3. Provide professional key accounts services for designated commercial, industrial, and agricultural customer outreach. Services in this area will report up through the Director of Customer Care and Marketing. Responsibilities including the following tasks:
 - A. Meet with customer and key stakeholder leadership to support strategic, long-term planning and goals of the customer and VCE;
 - B. Develop relationships with the customer and any relevant community organizations to help understand and address any challenges;
 - C. Discuss operations and utility rate structure to identify changes that can save money and energy;
 - D. Development of customer segmentations strategies to better serve business needs consistent to that customer segment; and,
 - E. When advanced energy services are available, introduce and facilitate the implementation of customer programs, services, and education programs to customers.
4. Other Services as Needed – Consultant will assist on other assignments as directed by the Interim General Manager.

EXHIBIT C

SCHEDULE OF SERVICES

The scope of this contract will expire on December 31, 2021. The Agreement and the schedule may be extended by mutual agreement in writing by both parties.