

VALLEY CLEAN ENERGY ALLIANCE

Staff Report – Item 14

To: Board of Directors

From: Mitch Sears, Interim General Manager

Subject: Receipt of signed Amendment 3 to Jim Parks Agreement for Consultant Services extending the six (6) months

Date: January 27, 2022

RECOMMENDATION

Receive copy of signed Amendment 3 to Jim Parks Agreement for Consultant Services extending the contract six (6) months for a new expiration date of June 30, 2022.

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 was for a not to exceed amount of \$10,000 and was set to expire on December 31, 2020.

In December 2020, Amendment 1 to the agreement was signed expanding the tasks to include key account services and extending the contract through December 31, 2021. In July 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.

Mr. Parks continues to provide assistance to Staff with key account services for designated commercial, industrial, and agricultural customer outreach and SACOG grant and other program activities.

Through December 2021, a total of \$11,300 has been expended of the not to exceed amount of \$18,000 leaving \$6,700 remaining. Amendment 3 extends the expiration date of December 31, 2021 by six (6) months for a new expiration date of June 30, 2022.

Attachments

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

THIRD AMENDMENT
TO THE AGREEMENT FOR CONSULTANT SERVICES
BETWEEN
VALLEY CLEAN ENERGY ALLIANCE
AND
JIM PARKS

1. Parties and Date.

This Third Amendment to the Consultant Services Agreement (“#3 Amendment”), is made and entered into as of this 1st day of January 2022, 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 Consultant, Jim Parks, with its principal place of business at 4478 G Street, Sacramento, California 95819 (“Jim Parks”). VCE and Jim Parks are sometimes individually referred to as “Party” and collectively as “Parties.”

Recitals.

1. On June 29, 2020 VCE and Jim Parks entered into an “Agreement for Consultant Services”, for the purpose of retaining Jim Parks to provide the services described in Exhibit A of the Agreement. The Agreement was for a term of six (6) months and a total amount not to exceed \$10,000.

2. On December 28, 2021 Interim General Manager signed Amendment One (1), extending the term for one year, for a new expiration date of December 31, 2021, and expanding tasks to include key account services. On June 29, 2021 Interim General Manager signed Amendment Two (2), increasing the not to exceed amount by \$8,000 for a new not to exceed amount of \$18,000.

3. VCE and Jim Parks now desire to further amend the Agreement to extend the term by six (6) months, through June 30, 2022, with no changes to the revised scope of services as outlined in Amendment One (1): Exhibit A: Scope of Services or to the not to exceed amount as outlined in Amendment Two (2): Exhibit D – Payment.

Now therefore, for good and valuable consideration, the amount and sufficiency of which is hereby acknowledged, the Parties agree as follows:

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

1.4 Term. The term of this Agreement, which began on June 29, 2020, shall end on June 30, 2022 unless amended as provided in this Agreement, or when terminated as provided in Article 5.

2. Exhibit C – Schedule of Services is hereby replaced in its entirety by Exhibit C – Schedule of Services attached hereto.

3. Except as amended by this #3 Amendment, all other provisions of the Agreement will remain in full force and effect.

4. If any portion of this #3 Amendment 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 #3 AMENDMENT TO THE AGREEMENT FOR CONSULTANT SERVICES BETWEEN VALLEY CLEAN ENERGY ALLIANCE AND JIM PARKS

IN WITNESS WHEREOF, the Parties have entered into this #3 Amendment as of the 29th day of December 2021.

VALLEY CLEAN ENERGY ALLIANCE

NAME OF CONSULTANT

By:



Mitch Sears
Interim General Manager

By:



Its: Sole Proprietor

Printed Name: Jim Parks

EXHIBIT C

SCHEDULE OF SERVICES

The scope of this contract commences on June 29, 2020 through June 30, 2022. The Agreement and the schedule may be extended by mutual agreement in writing by both parties.