

VALLEY CLEAN ENERGY ALLIANCE**Staff Report – Item 14**

To: Board of Directors

From: Rebecca Boyles, Director of Customer Care & Marketing

Subject: Receive signed Amendment 4 to Jim Parks Agreement for Consultant Services extending contract six (6) months and increasing the not to exceed amount

Date: July 22, 2022

RECOMMENDATION

Receive copy of signed Amendment 4 to Jim Parks Agreement for Consultant Services extending the contract six (6) months for a new expiration date of December 31, 2022 and increase the not to exceed amount by \$28,750 for a new not to exceed amount of \$46,750.

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. In December 2021, Amendment 3 extended the expiration date to June 30, 2022.

Mr. Parks continues to provide assistance to Staff with key account services for designated commercial, industrial, and agricultural customer outreach and programmatic work for the SACOG grant. Additionally, staff may rely on Mr. Parks for programmatic support for two newly approved programs – the Heat Pump Pilot Program, and the EV Rebate Program.

Through March 2022, a total of \$12,275 has been expended of the not to exceed amount of \$18,000 leaving \$5,725 remaining. Amendment 4 extends the expiration date of June 30, 2022 by six (6) months for a new expiration date of December 31, 2022 and increases the not to exceed amount by \$28,750 for a new not to exceed amount of \$46,750.

Attachments

1. Amendment 4 to the Jim Parks Agreement for Consultant Services
2. Exhibit C – Schedule of Services
3. Exhibit D - Payment

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

1. Parties and Date.

This Fourth Amendment to the Consultant Services Agreement (“#3 Amendment”), is made and entered into as of this 14th day of June 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. On December 29, 2021, Interim General Manager signed Amendment Three (3), extending the term for six (6) months, for a new expiration date of June 30, 2022.

3. VCE and Jim Parks now desire to further amend the Agreement to extend the term by six (6) months, through December 31, 2022, and increase the not to exceed amount by \$28,750 for a total amount not to exceed \$46,750.

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

3.1 Section 1.4 Term 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 December 31, 2022 unless amended as provided in this Agreement, or when terminated as provided in Article 5.

3.2 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 Four (4) will add Twenty-eight Thousand Seven Hundred Fifty Dollars (\$28,750) to Amendment Two (2) not to exceed amount of Eighteen Thousand Dollars (\$18,000) total compensation for a new not to exceed amount of Forty-six Thousand Seven Hundred Fifty Dollars (\$46,750) 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.

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

3. Except as amended by this #4 Amendment, all other provisions of the Agreement will remain in full force and effect.

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

IN WITNESS WHEREOF, the Parties have entered into this #4 Amendment as of the 14th day of June 2022.

VALLEY CLEAN ENERGY ALLIANCE

NAME OF CONSULTANT

By: 

Mitch Sears
Executive Officer

By: 

Its: Sole Proprietor

Printed Name: Jim Parks

EXHIBIT C

SCHEDULE OF SERVICES

The scope of this contract commences on June 29, 2020 to expire on December 31, 2022. The Agreement and the schedule may be extended by mutual agreement in writing by both parties.

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.

Amendment Four (4) to the agreement will \$28,750 to the \$18,000 not to exceed amount, for a new "Total Not To Exceed Amount" of \$46,750 unless amended by written agreement of both parties.