

**VALLEY CLEAN ENERGY ALLIANCE****Staff Report – Item 11**

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**TO:** Board of Directors

**FROM:** Rebecca Boyles, Director of Customer Care and Marketing

**SUBJECT:** Amendment 4 Letter to Automate Mailing Services Agreement extending agreement one (1) year and updating Exhibit D

**DATE:** February 13, 2025

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**RECOMMENDATION**

Receive copy of Fourth Amendment Letter between Automate Mailing Services and VCE agreeing to extend the consultant agreement one (1) year expiring December 31, 2025 and replacing Exhibit D – Budget, Payment, Rates with no increase to the not to exceed amount.

**BACKGROUND & DISCUSSION**

VCE and other CCAs print and send various mailings to customers for both regulatory and general communication purposes (e.g. Enrollment notices). Since October 2018, VCE has contracted with Automate Mailing Services for these services. After requesting informal proposals from various mailing house vendors, in October 2018, the VCE Board authorized the Executive Officer to execute a two-year agreement with Automate for a not to exceed amount of \$100,000. In November 2020 the Board approved Amendment One (1) to the agreement extending it to through June 30, 2022 and increasing the not to exceed amount to \$140,000. On June 9, 2022, the Board approved Amendment Two (2) which extended the term through December 31, 2023, increased the not to exceed amount to \$191,750, and replaced Exhibit D with updated costs. Attached is a copy of Fourth Amendment to the Agreement Letter extending the term through December 31, 2025 and replacing Exhibit D Agreement with the not to exceed amount remaining at \$191,750.

The Automate agreement provides for printing, mailing, and processing services for VCE's notices, letters and other bulk mailings. These services are time-sensitive in nature and mission critical to the organization. Automate has provided prompt service, competitive market rates for contracted services, and has met or exceeded contract provisions.

After consultation with legal counsel and in accordance with the Agreement, both parties agreed to exercise the option to extend the term and replace Exhibit D with updated costs. There are no changes to the not to exceed amount. Attached is a copy of the Fourth Amendment Letter to the Agreement extending the Agreement term through December 31, 2025 and replacing Exhibit D.

**FISCAL IMPACT**

The costs associated with providing mailing services are included in VCE's CY2025 operating budget.

**ATTACHMENT**

1. Fourth Amendment Letter dated December 30, 2024 to Automate Mailing Service



December 30, 2024

**Via Email Only**

Phillip Keely  
Automate Mailing Service  
3526 La Grande Blvd.  
Sacramento, CA 95823

**Fourth Amendment to Agreement Between  
Valley Clean Energy Alliance and Automate Mailing Service  
for Mailing and/or Printing Services**

Dear Phillip:

The Agreement between the Valley Clean Energy Alliance (“VCE”) and Automate Mailing Service (“Consultant”) for mailing and/or printing services (“Agreement”) became effective on December 7, 2018 for a two year period. On November 12, 2020 Amendment One (1) extended the Agreement through June 30, 2022, replaced Exhibits A – Scope of Services, C – Schedule of Services, and D – Budget, Payment, Rates of the Agreement, and increased the not to exceed amount to \$140,000; on June 9, 2022 Amendment Two (2) extended the term of the Agreement through December 31, 2023, updated Exhibits A, C, and D of the Agreement, and increased the not to exceed amount to \$191,750; and, on January 1, 2024 Amendment Three (3) extended the Agreement term set to expire December 31, 2024, replaced Exhibit D - Budget, Payment, Rates of the Agreement, and did not change the not to exceed amount. VCE and Consultant now wish to extend the Agreement term six (6) months, update Exhibit D – Budget, Payment, Rates of the Agreement through this Fourth (4<sup>th</sup>) Amendment with the not to exceed amount to remain at \$191,750 and all other provisions of the Agreement will remain in full force and effect. The parties acknowledge and agree to the following:

**Section 1.4 – Term** of Amendment Three of this Agreement states the term shall begin on December 7, 2018 and shall end on December 31, 2024, unless amended as provided in this Agreement, or when terminated as provided in Article 5. Section 6.10 provides that if the parties wish to modify the Agreement, they must mutually agree to do so in writing.

Consultant and VCE agree to extend the term one (1) year, effective January 1, 2025, with an expiration date of December 31, 2025; replace Exhibit D – Budget, Payment, Rates of the Agreement to reflect the updated costs and the new expiration date; and that all

other provisions of the Agreement, including the not to exceed amount of \$191,750, will remain unchanged and in full effect.

If these terms are acceptable, please sign below and return the copy to me.

Thank you for all of your services.

Sincerely,  
VALLEY CLEAN ENERGY,  
on behalf of Chief Executive Officer Mitch Sears


By:   
\_\_\_\_\_  
Edward Burnham  
Director of Finance and Internal Operations

**ACCEPTANCE**

Automate Mailing Services accepts this Fourth Amendment to the agreement.

Dated: 1/2/2025

AUTOMATE MAILING SERVICE

By:   
\_\_\_\_\_  
Name: Phillip Keely  
Its: President

Attachment: Exhibit D – Budget, Payment, Rates

**EXHIBIT D**

**BUDGET, PAYMENT, RATES**

**BUDGET:** \$191,750 total not to exceed for mailing and/or printing needs covering through December 31, 2025.

The following rates can be used as guidelines for costs for future mailings and/or printing needs. Please note that these rates are subject to change.

**STANDARD PRINT COSTS**

**8.5X5.5" POSTCARDS 4/4 ON 100# VELVET COVER 10% PCW**

QTY 5,000 - \$1000

QTY 10,000 - \$1250

QTY 25,000 - \$1750

QTY 50,000 - \$2650

QTY 75,000 - \$3450

**6 X11" POSTCARDS 4/4 ON 100# VELVET COVER 10% PCW**

QTY 5,000 - \$1125

QTY 10,000 - \$1450

QTY 25,000 - \$2050

QTY 50,000 - \$3350

QTY 75,000 - \$4350

**2 PMS COLOR #10 REGULAR ENVELOPES ON 24# WHITE WOVE**

QTY 5,000 - \$600

QTY 10,000 - \$900

QTY 25,000 - \$1650

QTY 50,000 - \$3200

QTY 75,000 - \$4600

**FULL COLOR #10 REGULAR ENVELOPES ON 24# WHITE WOVE**

QTY 5,000 - \$700

QTY 10,000 - \$1125

QTY 25,000 - \$2750

QTY 50,000 - \$4750

QTY 75,000 - \$6750

**8.5X11 LETTERS 4/4 ON 60 OR 70 LB OFFSET**

QTY 5,000 - \$625

QTY 10,000 - \$1025

QTY 25,000 - \$2225

QTY 50,000 - \$4125

QTY 75,000 - \$6125

**STANDARD MAILING COSTS:**

**MINIMUMS SET AT 1,000**

SETUP PRODUCTION - \$25

SETUP DATA - \$25

NCOA - \$55

LETTER FOLDING - \$15/THOUSAND

VARIABLE LETTER FOLDING - \$20/THOUSAND

MACHINE INSERTING - \$32/THOUSAND

APPLYING LIVE STAMPS - \$10/THOUSAND

ADDRESS AND DELIVER LESS THAN 5000 PIECES - \$35/THOUSAND

ADDRESS AND DELIVER MORE THAN 5000 PIECES - \$25/THOUSAND

**STANDARD POSTAGE RATES:**

**FIRST CLASS LETTERS - \$.55-\$.62 PER PIECE (IF WEIGHS 1 OZ. OR LESS)**

**THIRD CLASS LETTERS - \$.32-\$.40 PER PIECE**

**FIRST CLASS FLATS - \$.87-\$1.36 PER PIECE (IF WEIGHS 1 OZ. OR LESS)**

**THIRD CLASS FLATS - \$.62-\$.97 PER PIECE**

<b>LETTER DIMENSIONS</b>	<b>MINIMUM</b>	<b>MAXIMUM</b>
<b>HEIGHT</b>	<b>3 ½ INCHES</b>	<b>6 1/8 INCHES</b>
<b>LENGTH</b>	<b>5 INCHES</b>	<b>11 ½ INCHES</b>

<b>FLAT DIMENSIONS</b>	<b>MINIMUM</b>	<b>MAXIMUM</b>
<b>HEIGHT</b>	<b>6 1/8 INCHES</b>	<b>12 INCHES</b>
<b>LENGTH</b>	<b>11 ½ INCHES</b>	<b>15 INCHES</b>

**NOTES:**

- **PRESORTED ("BULK") 1<sup>ST</sup> CLASS MAILINGS NEED MINIMUM OF 500 RECORDS/ADDRESSES**
- **PRESORTED 3<sup>RD</sup> CLASS NEEDS MINIMUM OF 200 RECORDS/ADDRESSES**