



Consent Item 6

TO: East Bay Community Energy Board of Directors

FROM: Dan Lieberman, Marketing Director

SUBJECT: **Amending EBCE's Consulting Services Agreement with Celery Design Collaborative**

DATE: February 19, 2020

Recommendation

Adopt a Resolution authorizing the CEO to negotiate and execute the First Amendment of EBCE's Consulting Services Agreement with Celery Design Collaborative to raise the budget from \$100,000 to \$300,000 and to expand the Scope of Work to include several new tasks.

Background and Discussion

EBCE has identified work tasks that exceed the initial Scope of Work and budget contained in EBCE's Consulting Services Agreement with Celery Design Collaborative. These tasks include but are not limited to extensive website revisions to improve user experience, ensure ADA compliance, allow public meetings search functionality, and add Hubspot integration; defining an induction cooking consumer and professional chef education campaign; photography and videography services that include our forthcoming service areas of Newark, Pleasanton, and Tracy; and design and website work for the resiliency program. These tasks were not anticipated when we signed our Consulting Services Agreement with Celery Design Collaborative last year.

Fiscal Impact

EBCE's Marketing budget will not be impacted, as EBCE has been able to reduce other marketing expenses commensurate with the increase in this Consulting Services

Agreement. Savings were primarily accrued through under-budget printing services for required mass mailings.

Attachment(s):

- A. Resolution authorizing the CEO to negotiate and execute the First Amendment to a Consulting Services Agreement with Celery Design Collaborative;
- B. First Amendment to a Consulting Services Agreement with Celery Design Collaborative

RESOLUTION NO. __
A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE EAST BAY COMMUNITY ENERGY AUTHORITY

THE BOARD OF DIRECTORS OF THE EAST BAY COMMUNITY ENERGY AUTHORITY DOES HEREBY FIND, RESOLVE AND ORDER AS FOLLOWS:

WHEREAS, The East Bay Community Energy Authority (“EBCE”) was formed on December 1, 2016, under the Joint Exercise of Power Act, California Government Code sections 6500 *et seq.*, among the County of Alameda, and the Cities of Albany, Berkeley, Dublin, Emeryville, Fremont, Hayward, Livermore, Piedmont, Oakland, San Leandro, and Union City to study, promote, develop, conduct, operate, and manage energy and energy-related climate change programs in all of the member jurisdictions.

WHEREAS, in 2019, EBCE selected Celery Design Collaborative of Berkeley, California to provide Consulting Services for Graphic and Web Design Services; and

WHEREAS, Celery Design Collaborative has been executing said services to the satisfaction of EBCE staff; and

WHEREAS, EBCE has identified additional work tasks that exceed the initial Scope of Work and budget contained in EBCE’s Consulting Services Agreement with Celery Design Collaborative. These tasks include, but are not limited to: extensive website revisions to ensure ADA compliance, defining an induction cooking consumer and professional chef education campaign; and design and website work for the resiliency program; and

WHEREAS, EBCE’s marketing budget has sufficient funds available to pay for this additional scope without requiring an increase in EBCE marketing budget, due to savings realized in other marketing tasks.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE EAST BAY COMMUNITY ENERGY AUTHORITY DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. The CEO is hereby authorized to negotiate and execute the First Amendment to the Consulting Services Agreement between EBCE and Celery Design Collaborative to expand the budget from \$100,000 to \$300,000 through July 31, 2020. The additional tasks and task budgets will be added to the Exhibit A (Scope of Work) of the Consulting Services Agreement. This agreement is billed on a time and material basis, and consultant rates are contained in Exhibit E of the Consulting Services Agreement.

ADOPTED AND APPROVED this 19th day of February, 2020.

Dan Kalb, Chair

ATTEST:

Stephanie Cabrera, Clerk of the Board

**First Amendment to Consulting Services Agreement for Services by and Between
East Bay Community Energy Authority and Celery Design Collaborative**

This First Amendment to the Consulting Services Agreement with Celery Design Collaborative for Graphic and Web Design Services (“Amendment”) is made this 19th day of January, 2020, by and between the East Bay Community Energy Authority, a Joint Powers Agency formed under the laws of the State of California (“EBCE”) and Celery Design Collaborative, a California Limited Liability Corporation, for the purposes of adding new services to the scope, and adding additional compensation.

Recitals

- A. EBCE and Celery Design Collaborative entered into that certain agreement for consulting services dated July 17th, 2019, wherein Celery Design Collaborative agreed to provide graphic and web design services to EBCE.
- B. EBCE desires to continue to use Celery Design Collaborative’s expertise in the area of graphics and web design and to expand the scope. Celery Design Collaborative has the expertise and availability to assist EBCE in this area.

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

- 1. Section 6.1 of the Agreement is modified so that the maximum compensation under the Agreement is \$300,000 (adding an additional amount of \$200,000 for additional services).
- 2. Exhibit A – Scope of Work, is amended to include the additional services in the attached Exhibit A.
- 3. Exhibit E – Compensation/Budget, is amended and restated as outlined in Exhibit E.
- 4. All other terms and conditions in the Agreement not otherwise modified by this Amendment will remain in full force and effect.

In witness whereof, the Parties have entered into this Amendment on the date written above.

East Bay Community Energy Authority,
A Joint Powers Authority

Celery Design Collaborative
A California Limited Liability Corporation

Nick Chaset
CEO

Name:
Title:

Indu Khalsa

Approve as to Form
EBCE General Counsel

Name:
Title:

Exhibit A

Scope of Work

These services will be included in addition to the original Scope of Work;

Task 2.0

9. Website revisions to ensure ADA compliance and professional design

Task 4.0

1. Defining an induction cooking consumer and professional chef education campaign
2. Design and website work for the Resiliency Program

Exhibit E**Compensation**

This agreement is billed on a time and material basis, per the rates indicated below. Total invoices during the term of this agreement shall not exceed \$300,000. Any direct costs, such as web hosting, will be billed at the amount charged to the Consultant with no additional mark-up on price.

Name	Title	Hourly Rate
Brian Dougherty	Creative Director	\$150
Stephanie Welter-Krause	Art Director and Design Lead	\$150
Amy Glaiberman	Art Director and Design Lead	\$150
Christopher Paguio	Senior Designer	\$125
Shannon McGill	Senior Designer	\$125
William Lark	Senior Creative Technologist	\$175
Jennifer Jackson	Copywriter	\$175