



Consent Item 10

TO: East Bay Community Energy Board of Directors

FROM: Annie Henderson, VP of Marketing and Account Services

SUBJECT: Amendment to Consulting Services Agreement with Celery Design Collaborative

DATE: July 15, 2020

Recommendation

Adopt a Resolution authorizing the Chief Executive Officer to negotiate and execute the Second Amendment to EBCE's Consulting Services Agreement with Celery Design Collaborative to extend the term to June 30, 2021 and set a budget of \$200,000 for the remaining term.

Background and Discussion

EBCE staff issued a competitive solicitation for an independent graphic and web design consultant on April 25, 2019. Ten proposals were submitted by the deadline of May 17, 2019. A small committee of three staff members scored the proposals independently and interviewed the top four contenders. Based on the interviews and references, staff selected Celery Design Collaborative, a small firm located in Berkeley and registered as a Small, Local, and Emerging Business (SLEB) with the County of Alameda.

The Board approved a contract with Celery at the regular meeting on July 17, 2019. The first amendment to expand the scope and budget of the agreement was approved by the Board on February 19, 2020. The term of the agreement ends on July 31, 2020.

EBCE continues to need the assistance of a professional graphic design and web development vendor. As such, staff recommends extending the term and budget for these services with Celery Design Collaborative.

Fiscal Impact

The cost for a designer was approved as part of the 2020/2021 fiscal year Marketing budget.

Attachments

- A. Resolution Authorizing the Chief Executive Officer to Negotiate and Execute a Second Amendment to the Consulting Services Agreement with Celery Design Collaborative
- B. Exhibit A - Second Contract Amendment to Consulting Services Agreement By and Between East Bay Community Energy Authority and Celery Design Collaborative

RESOLUTION NO.

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE EAST BAY COMMUNITY ENERGY AUTHORITY TO AUTHORIZE THE CHIEF
EXECUTIVE OFFICER TO NEGOTIATE AND EXECUTE A SECOND AMENDMENT TO THE
CONSULTING SERVICES AGREEMENT WITH CELERY DESIGN COLLABORATIVE**

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 as a community choice aggregation agency (“CCA”) 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-related climate change programs in all of the member jurisdictions. The cities of Newark and Pleasanton, located in Alameda County, along with the City of Tracy, located in San Joaquin County, were added as members of EBCE and parties to the JPA in March of 2020.

WHEREAS, in July 2019, EBCE selected and entered into an agreement with Celery Design Collaborative of Berkeley, California to provide Consulting Services for Graphic and Web Design Services; and

WHEREAS, a first amendment to the agreement was approved in February 2020; and

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

WHEREAS, EBCE continues to need support for graphic design and website development; and

WHEREAS, EBCE’s marketing budget for the 2020/2021 fiscal year included funds for a contracted designer.

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 Second Amendment to the Consulting Services Agreement between EBCE and Celery Design Collaborative, in substantially the same form as attached in Exhibit A, to extend the term to June 30, 2021 and set a budget of \$200,000 for the remaining term. This agreement is billed on a time and material basis, and consultant rates are contained in Exhibit E of the Consulting Services Agreement. The CEO is further authorized to execute any clarifying or clerical changes to the Agreement, which must be approved by General Counsel.

ADOPTED AND APPROVED this 15th day of July, 2020.

Dan Kalb, Chair

ATTEST:

Stephanie Cabrera, Secretary

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

This Second Amendment to the Agreement with Celery Design Collaborative for Consulting Services (“Second Amendment”) is made this 1st day of August, 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 Company (“Celery”), for the purposes of adding additional compensation, and extending the termination date.

Recitals

- A. EBCE and Celery entered into that certain Consulting Services Agreement dated July 17th, 2019 (“Agreement”), wherein Celery agreed to provide graphic and web design services to EBCE, with compensation not to exceed \$100,000.
- B. EBCE and Celery entered into that certain First Amendment to the Consulting Services Agreement on January 19, 2020 to add additional compensation, increasing the not-to-exceed amount by \$200,000 for a total amount not to exceed \$300,000, and to add to the scope of services.
- C. EBCE and Celery now desire to amend the Agreement to add additional compensation, increasing the not-to-exceed amount by \$200,000 to cover Fiscal Year 2020-2021 services for a total amount not to exceed \$500,000, and to extend the term through June 30, 2021.

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

- 1. Section 2 of the Agreement (“Term”) is amended to extend the term of the Agreement through June 30, 2021.
- 2. Section 6 of the Agreement (“Compensation and Payment”) is amended in part to increase the total compensation of the Agreement by \$200,000 for a total amount not to exceed five hundred thousand dollars (\$500,000).
- 3. Exhibit B (“Schedule”) of the Agreement is replaced in its entirety by Exhibit B, attached hereto.
- 4. Exhibit E (“Compensation/Budget”) of the Agreement is replaced in its entirety by Exhibit E, attached hereto.
- 5. All other terms and conditions in the Agreement not otherwise modified by this Second Amendment will remain in full force and effect.

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

East Bay Community Energy Authority,
A Joint Powers Authority

Celery Design Collaborative
A California LLC

Nick Chaset
Chief Executive Officer

Brian Dougherty, Founder and Creative
Director

Date: _____

Date: _____

Approved as to form:

EBCE General Counsel

Exhibit B

Schedule

| |
|---|
| Task 1 - Graphic Design Services |
| PCL begin 8/1/2020, complete by 11/1/2020 |
| Other items ongoing |
| |
| Task 2 - Web Design, Hosting and Maintenance Services |
| Website Transfer Complete |
| Other items ongoing |
| |
| Task 3 - Client Communication |
| Other items ongoing |

All ongoing items schedule will be as requested by EBCE.

Exhibit E**Compensation/Budget**

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 \$500,000 (\$200,000 for the term from July 1, 2020 to June 30, 2021). 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 |