

# VALLEY CLEAN ENERGY ALLIANCE

## Staff Report – Item 12

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**TO:** Board of Directors

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

**SUBJECT:** Approval of Second Amendment to Green Ideals, Marketing Consultant Agreement, to extend one year and increase not to exceed amount

**DATE:** September 9, 2021

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### RECOMMENDATION

Adopt a resolution authorizing the Interim General Manager, in consultation with VCE Legal Counsel, to execute an amendment extending VCE's existing contract one year and increasing the not to exceed amount by \$200,000 with Green Ideals, for communications and outreach vendor consultant services.

### BACKGROUND & DISCUSSION

After issuing a request for proposals for community outreach and marketing services in November 2018, the VCE Board authorized the Interim General Manager to execute a two-year agreement at a not to exceed amount set at \$425,000, with Green Ideals for communications and outreach services via Resolution 2018-031. This Resolution provided a no-cost extension of up to one (1) year at agreed prices with all other terms and conditions remaining the same. On November 12, 2020, the Board approved Amendment One (1), which extended the agreement one (1) year set to expire November 21, 2021 with the not to exceed amount remaining at \$425,000.

From inception of the contract in November 2018 through July 2021 financial close, approximately \$5,364 remains in the original contract not-to-exceed amount of \$425,000. Average spending on this contract over the past six months is \$11,718 per month. Although average monthly spending has been less historically, the monthly average increased due to work on significant improvements to VCE's website and outreach collateral. Additional work included an entire website refresh (style, graphics, architecture) and new webpages such as the Financial Resources for Customers page, as well as new program webpages such as the Electrify Yolo and OhmConnect pages. Additionally, per VCE's Outreach and Marketing Plan adopted by the Board of Directors in February 2021, all new marketing materials (whenever feasible) are translated into Spanish for greater accessibility. Additional funding is needed to cover anticipated expenses August 2021 through November 2022.

The Green Ideals agreement provides the following scope of services: 1) program branding, design, identity; 2) community outreach / stakeholder engagement; 3) develop and manage marketing campaigns and maintain a social media presence; and, 4) develop communication outreach plan.

Green Ideals has provided valuable support to staff, including development and implementation of program branding through the development of marketing materials, assisting with community outreach in developing a marketing and communications plan, developing press releases, op eds, advertisements, correspondence, and electric vehicle and energy efficiency materials, launching and updating VCE's website, and, assisting with numerous other projects. These marketing and community outreach services are considered mission critical to the organization. Green Ideals has provided prompt service, competitive market rates for contracted services, and has met or exceeded contract provisions. Based on the competitive rates and performance, staff is recommending an extension of the services agreement for one (1) year and increase the not to exceed amount by \$200,000 with Green Ideals.

The recommended amendment will extend the Green Ideals contract one year to November 21, 2022 and update Exhibit D – Budget, Payment, Rates. All other provisions of the contract remain unchanged, including the not to exceed amount.

#### **FISCAL IMPACT**

Costs for the Green Ideals contract is a time and materials-based contract not to exceed \$425,000. From inception of the contract in November 2018 through July 31, 2021, \$419,636 has been spent on the contract, leaving \$5,364 available in the contract. VCE has funds in its fiscal year 2021/2022 budget available to cover the current fiscal year expenditures, and any remaining and necessary expenses will be budgeted in fiscal year 2022/2023.

#### **ATTACHMENTS**

1. Resolution
2. Second Amendment
3. Amended Exhibit D – Budget, Payment, Rates

**VALLEY CLEAN ENERGY ALLIANCE**

**RESOLUTION NO. 2021 - \_\_\_\_**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE VALLEY CLEAN ENERGY ALLIANCE APPROVING SECOND AMENDMENT TO THE GREEN IDEALS AGREEMENT FOR CONSULTANT SERVICES FOR COMMUNICATIONS AND OUTREACH VENDOR AND AUTHORIZING THE INTERIM GENERAL MANAGER TO SIGN**

**WHEREAS**, on November 15, 2018 via Resolution 2018-031 an agreement was entered into between VCE and Green Ideals (GI) for communications and outreach vendor consultant services, said agreement was set to expire on November 21, 2020; and

**WHEREAS**, within Resolution 2018-031, it provided the option for a no-cost extension of up to one (1) year by mutual agreement at agreed prices with all other terms and conditions remaining the same; and

**WHEREAS**, on November 10, 2020 via Resolution 2020-031, Amendment One (1) to the GI agreement was approved, which took the option for a no-cost extension, extending the agreement one (1) year set to expire on November 21, 2021; and,

**WHEREAS**, the relationship between VCE and GI has been successful and both parties agree to extend the agreement another year; and,

**WHEREAS**, to cover anticipated expenses through November 2022, the not to exceed amount needs to be increased by \$200,000, which is within VCE’s fiscal year budget for 2021/2022 and will be budgeted in fiscal year 2022/2023.

**NOW, THEREFORE**, the Board of Directors of the Valley Clean Energy Alliance resolves as follows:

1. authorizes the VCE Interim General Manager to execute on behalf of VCE the Second Amendment to the GI Agreement for communication and outreach services extending the agreement one (1) year to expire on November 21, 2022 and increase the not to exceed amount by \$200,000; and,
2. updating Exhibit D, as set forth in the attached Exhibit D – Second Amendment to GI’s Agreement.

**PASSED, APPROVED AND ADOPTED**, at a regular meeting of the Valley Clean Energy Alliance, held on the \_\_\_\_ day of \_\_\_\_\_, 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Dan Carson, VCE Chair

\_\_\_\_\_  
Alisa M. Lembke, VCE Board Secretary

EXHIBIT A - Second Amendment to Green Ideals Agreement for Consultant Services

**EXHIBIT A**

**SECOND AMENDMENT TO  
GREEN IDEALS AGREEMENT FOR CONSULTANT SERVICES**

**SECOND AMENDMENT**  
**TO THE AGREEMENT FOR CONSULTANT SERVICES**  
**BETWEEN**  
**VALLEY CLEAN ENERGY ALLIANCE**  
**AND**  
**GREEN IDEALS**

This Second Amendment to the Consultant Services Agreement (“Second Amendment”) is made and entered into as of this 9<sup>th</sup> day of September 2021, 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 2<sup>nd</sup> Street, Davis, California 95616 (“VCE”) and Green Ideals, a sole proprietorship, with its principal place of business at 47 Creek Road, Fairfax, California 94930 (“GI”). VCE and GI are sometimes individually referred to as “Party” and collectively as “Parties.”

**Recitals**

1. On November 21, 2018, VCE and GI entered into an “Agreement for Consultant Services,” No. 2018-01 (“Agreement”), for the purpose of retaining GI to provide the services described in Exhibit A of the Agreement. The Agreement was for a term of two (2) years and a total amount not to exceed \$425,000.
2. On November 12, 2020, the VCE Board of Directors approved Resolution No. 2018-031, authorizing the Interim General Manager to execute the First Amendment to the Agreement, extending the term for one (1) year, for a new expiration date of November 21, 2021.
3. VCE and GI now desire to further amend the Agreement to extend the term by one (1) year, through November 21, 2022 and increase the not to exceed amount by \$200,000, for a total amount not to exceed \$625,000.

**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 November 21, 2018, shall end on November 21, 2022, unless amended as provided in this Agreement, or when terminated as provided in Article 5.

2. Exhibit D of the Agreement is hereby replaced in its entirety by Exhibit D attached hereto.

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

4. If any portion of this Second 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 SECOND AMENDMENT TO THE AGREEMENT FOR CONSULTANT SERVICES  
BETWEEN VALLEY CLEAN ENERGY ALLIANCE  
AND GREEN IDEALS**

IN WITNESS WHEREOF, the Parties have entered into this Second Amendment as of the 9<sup>th</sup>  
day of September 2021.

VALLEY CLEAN ENERGY ALLIANCE

GREEN IDEALS

By: \_\_\_\_\_  
Mitch Sears  
Interim General Manager

By: \_\_\_\_\_  
Its: Managing Director/Principal

Printed Name: Susan Bierzychudek

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Inder Khalsa  
VCE Attorney

**EXHIBIT D**

**BUDGET, PAYMENT, RATES**

Budget: \$625,000 for marketing and outreach services covering through November 21, 2022.

Payment: VCEA will pay uncontested invoices within 30 days of receipt.

**Billing Rates**

**Green Ideals**

Susan Bierzychudek	\$175/hour	Project Director/Principal
Julie Contreras	\$150/hour	Design Director

**Media Solutions**

Cynthia Metler	\$150/hour	VP
Kelly Wheeler	\$125/hour	Senior Media Buyer
Alisha Harris	\$120/hour	Account Executive
David Alvarado	\$100/hour	Media Buyer/Coordinator

**Digital Marketing Labs**

Kyle Cassano	\$160/hour	President/CEO
Todd Wilkinson	\$140/hour	Project Manager