

VALLEY CLEAN ENERGY ALLIANCE

Staff Report – Item 9

TO: Board of Directors

FROM: Mitch Sears, Executive Officer
Rebecca Kuczynski, Director of Customer Care and Marketing

SUBJECT: Extension of Agreement with REACH Strategies for Communications and Outreach Services

DATE: November 14, 2024

RECOMMENDATION

Adopt a resolution approving Amendment One (1) to the REACH Strategies Agreement for communications and outreach services extending the Agreement one (1) year and increasing the not to exceed amount.

BACKGROUND AND ANALYSIS

In December 2022, [VCE entered into a two \(2\) year Agreement](#) with a one-year option to extend with REACH Strategies to provide marketing, website and social media services. In April 2024, with [the approval of the Electrification Retrofit Rebate Outreach \(ERRO\) Pilot](#), REACH Strategies' scope of work expanded to include duties associated with pilot launch. The Agreement will expire December 31, 2024.

Scope of Work

In summary, the scope that REACH performs under the existing Agreement that would be extended includes the following key activities:

1. Program Branding, Website and Social Media:
 - a. Working with existing program mission and branding style guides, refine style guides, and ensure alignment with VCE's Strategic Plan and Outreach and Marketing Plans.
 - b. Maintain and update multi-functional, multi-lingual website (English and Spanish).
 - c. Maintain and improve social media presence for VCE utilizing existing platforms in VCE member communities. Work with VCE staff to measure and improve marketing/communications analytics.
 - d. Develop/update program collateral including FAQs, program brochures, fact sheets and PowerPoint templates.

2. Marketing, Advertising and Press:

- a. Manage and conduct press outreach - schedule editorial meetings; draft press releases, op-eds and news articles.
- b. Maintain a social media presence for VCE on Facebook, Twitter, Instagram, and other platforms as requested.

REACH Strategies has performed very well under the current services agreement, meeting or exceeding expectations on the Scope of Services. Staff has received positive feedback on the improvements to website design, newsletters, and social media brought by REACH Strategies, and REACH Strategies has demonstrated its ability and commitment to working with staff to implement changes in a quick, efficient and stylistically congruent manner.

CONCLUSION

Based on consultant performance, staff is recommending that the term of the REACH Strategies Agreement be extended one (1) year for a new expiration date of December 31, 2025, and the not to exceed amount associated with the extension be increased by \$219,000. With the additional year extension, the total not to exceed amount for the services agreement would increase from \$425,000 to \$644,000.

Attachments:

1. Amendment 1 to REACH Strategies Agreement
2. Resolution 2024-XXX

FIRST AMENDMENT
TO THE AGREEMENT FOR MARKETING, WEBSITE, AND SOCIAL MEDIA SERVICES
BETWEEN
VALLEY CLEAN ENERGY ALLIANCE
AND
REACH STRATEGIES

1. Parties and Date.

This Amendment No. One (1) to the Consultant Services Agreement (“First Amendment”), is made and entered into as of this _____ day of _____ 2024, 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, REACH Strategies, with its principal place of business at 100 Shoreline Hwy., Suite 100, Building B, Mill Valley, California 94941 (“REACH”). VCE and REACH are sometimes individually referred to as “Party” and collectively as “Parties.”

Recitals.

1. VCE and REACH entered into an “Agreement for Consultant Services,” (“Agreement”) dated December 9, 2022, and effective January 1, 2023, for the purpose of retaining REACH to provide marketing, website and social media services described in Exhibit A of the Agreement. The Agreement was for a term of two (2) years, with an option to extend one (1) additional year, and a total amount not to exceed \$425,000.

2. VCE and REACH now desire to extend the term by an additional one (1) year, through December 31, 2025 and replace Exhibit C – Compensation with an updated Exhibit C, with the not to exceed amount increased by \$219,000 for a new not to exceed amount of \$644,000.

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

2.1 **Extension of Term.** The Parties mutually agree to extend the term of the Agreement for one additional year until December 31, 2025, as allowed by Section 1 of the Agreement.

2.2 **Replacement of Exhibit C.** Exhibit C of the Agreement is hereby replaced in its entirety by Exhibit C attached hereto.

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

4. If any portion of this First 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 FIRST AMENDMENT
TO THE AGREEMENT FOR CONSULTANT SERVICES
BETWEEN VALLEY CLEAN ENERGY ALLIANCE
AND REACH STRATEGIES**

IN WITNESS WHEREOF, the Parties have entered into this First Amendment as of the _____ day of _____ 2024.

VALLEY CLEAN ENERGY ALLIANCE

REACH STRATEGIES

By: _____
Mitch Sears
Executive Officer

By: _____
Its: _____ C.E.O.

Printed Name: Kirk Brown

APPROVED AS TO FORM:

By: _____
Inder Khalsa
VCE Attorney

Exhibit C
Compensation

VCE shall compensate Consultant for professional services in accordance with the terms and conditions of this Agreement based on the rates and compensation schedule set forth below. Compensation shall be calculated based on the hourly rates set forth below up to the not to exceed budget amount set forth below.

The compensation to be paid to Consultant under this Agreement for all services described in Exhibit "A" and reimbursable expenses shall not exceed a total of Six Hundred Forty-Four Thousand dollars (\$644,000), as set forth below. Any work performed or expenses incurred for which payment would result in a total exceeding the maximum amount of compensation set forth herein shall be at no cost to VCE unless previously approved in writing by VCE.

Task	Estimated Budget
1. Marketing, Website, and Social Media Services	\$15,000/month
Total Not To Exceed Amount	\$644,000

Rates

Personnel	Title	Hourly
Kirk Brown	CEO and Project Lead	\$150.00
Amanda Scarborough	Project Director	\$145.00
Michelle Davis	Project Manager	\$125.00
Web & Graphic Design		\$75.00
Finance Support		\$50.00
Project Support		\$50.00

Invoices

Monthly Invoicing: In order to request payment, Consultant shall submit monthly invoices to VCE describing the services performed and the applicable charges (including a summary of the work performed during that period, personnel who performed the services, hours worked, task(s) for which work was performed). VCE shall pay all undisputed invoice amounts within thirty (30) calendar days after receipt up to the maximum compensation set forth herein. VCE does not pay interest on past due amounts.

Reimbursable Expenses

Administrative, overhead, secretarial time or overtime, word processing, photocopying, in-house printing, insurance and other ordinary business expenses are included within the scope of payment for services and are not reimbursable expenses. Travel expenses must be authorized in advance in writing by VCE.

Additional Services

Consultant shall provide additional services outside of the services identified in Exhibit A only by advance written authorization from VCE Representative prior to commencement of any additional services. Consultant shall submit, at the VCE Representative's request, a detailed written proposal including a description of the scope of additional services, schedule, and proposed maximum compensation. Any changes mutually agreed upon by the Parties, and any increase or decrease in compensation, shall be incorporated by written amendments to this Agreement.

VALLEY CLEAN ENERGY ALLIANCE

RESOLUTION NO. 2024-____

A RESOLUTION OF VALLEY CLEAN ENERGY ALLIANCE APPROVING AMENDMENT ONE (1) TO THE AGREEMENT WITH REACH STRATEGIES FOR MARKETING, WEBSITE AND SOCIAL MEDIA SERVICES AND AUTHORIZING THE EXECUTIVE OFFICER IN CONSULTATION WITH LEGAL COUNSEL TO FINALIZE AND EXECUTE THE AMENDMENT

WHEREAS, Valley Clean Energy Alliance (“VCE”) was formed as a community choice aggregation agency (“CCA”) on November 16, 2016, under the Joint Exercise of Power Act, California Government Code sections 6500 et seq., among the County of Yolo, and the Cities of Davis and Woodland, to reduce greenhouse gas emissions, provide electricity, carry out programs to reduce energy consumption, develop local jobs in renewable energy, and promote energy security and rate stability in all of the member jurisdictions. The City of Winters, located in Yolo County, was added as a member of VCE and a party to the JPA in December of 2019;

WHEREAS, after a Request for Proposal (RFP) was released by VCE staff seeking proposals to provide customer outreach and marketing services, in December 2022 via Resolution 2022-036, VCE entered into an agreement with REACH Strategies; and

WHEREAS, the Agreement was for a term of two (2) years ending December 31, 2024, with a one-year option to extend and for a not to exceed amount of \$425,000; and,

WHEREAS, staff recommend that VCE take the one-year option to extend for a new expiration date of December 31, 2025 and increase the not to exceed amount by \$219,000.

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

1. The VCE Executive Officer, in consultation with VCE Legal General Counsel, is authorized to finalize, approve, execute, and extend on behalf of VCE Amendment One (1) to the Agreement with REACH Strategies for marketing, website and social media services for an additional one (1) year ending December 31, 2025 and for a total not to exceed amount of \$644,000.

PASSED, APPROVED AND ADOPTED, at a regular meeting of the Valley Clean Energy Alliance, held on the ____ day of _____ 2024, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Lucas Frerichs, VCE Board Chair

ATTEST: _____
Alisa M. Lembke, VCE Board Secretary

Exhibit A: Amendment One (1) to the REACH Strategies Consultant Agreement

EXHIBIT A

AMENDMENT ONE (1) TO THE REACH STRATEGIES CONSULTANT AGREEMENT