



Community Advisory Committee Meeting

Monday, December 18, 2023

6:00 pm

In Person:

The Lake Merritt Room
Cal State East Bay - the Oakland Center
In the Transpacific Centre
1000 Broadway, Suite 109
Oakland, CA 94607

Or from the following remote locations:

Starbucks 7940 Dublin Blvd, Dublin, CA 94568
4563 Meyer Park Circle, Fremont, CA 94536
3602 Thornton Ave, Fremont, CA 94536
Castro Valley Starbucks: 2720 Castro Valley Blvd Castro Valley, CA 94546
Starbucks at 1857 11th St Tracy, CA 95376
San Leandro City Hall, Sister Gallery, 835 E 14th St San Leandro, CA 94577

Via Zoom:

<https://us02web.zoom.us/j/84794506189>

Or join by phone:

Dial (for higher quality, dial a number based on your current location):
US: +1 669 900 6833 or +1 346 248 7799 or +1 253 215 8782 or +1 929
205 6099 or +1 301 715 8592 or +1 312 626 6799 or 877 853 5257 (Toll Free)
Webinar ID: 847 9450 6189

Meetings are accessible to people with disabilities. Individuals who need special assistance or a disability-related modification or accommodation to participate in this meeting, or who have a disability and wish to request an alternative format for the meeting materials, should contact the Clerk of the Board at least 2 working days before the meeting at (510) 906-0491 or cob@avaenergy.org.

If you have anything that you wish to be distributed to the Committee, please email it to the clerk by 5:00 pm the day prior to the meeting.

C1. Welcome & Roll Call

C2. Public Comment

This item is reserved for persons wishing to address the Committee on any Ava Community Energy-related matters that are not otherwise on this meeting agenda. Public comments on matters listed on the agenda shall be heard at the time the matter is called. As with all public comment, members of the public who wish to address the Committee are customarily limited to three minutes per speaker and must complete an electronic [speaker slip](#). The Committee Chair may increase or decrease the time allotted to each speaker.

C3. Approval of Minutes from September 18, 2023 and November 13, 2023

C4. CAC Chair Report

C5. CAC Member Reappointments and Guide updates (CAC Action Item)

Consider approval of reappointments of interested, eligible members; transitioning Stockton's interim seat to San Joaquin Region seat; At-Large appointments (to be made by BOD instead of AC Mayors; or seats removed); vacancies filled annually (instead of 90 days) staggering CAC terms; administrative updates

C6. Amendment to Administrative Procurement Policy (CAC Action Item)

Request the Board to approve an amendment to Ava's existing Administrative Procurement Policy

C7. 2024 Sponsorship of Oakland Roots and Soul (CAC Action Item)

Request the Board delegate authority to Ava CEO to negotiate and execute a sponsorship agreement with the Oakland Roots and Oakland Soul professional soccer teams for the 2024 season

C8. CAC Member and Staff Announcements including requests to place items on future CAC agendas

C9. Adjourn

The next Community Advisory Committee meeting will be held on Tuesday, January 16, 2024 at 6:00 pm.

The Lake Merritt Room
Cal State East Bay - the Oakland Center
In the Transpacific Centre
1000 Broadway, Suite 109
Oakland, CA 94607



Draft Minutes

Community Advisory Committee Meeting

Monday, November 13, 2023

6:00 pm

In Person:

The Lake Merritt Room
Cal State East Bay - the Oakland Center
In the Transpacific Centre
1000 Broadway, Suite 109
Oakland, CA 94607

Or from the following remote locations:

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C1. Welcome & Roll Call

Present: Members: Landry, Liu, Swaminathan, Lakshman, Souza, Kaur, Lutz and Vice-Chair Hernandez

Excused: Members Hu, Pacheco and Chair Eldred

(3:18) Member Lutz opened the meeting as chair.

(4:45) Vice-Chair Hernandez took over as chair.

C2. Public Comment

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(6:02) Public Comment: Tom Kelly criticized Ava Community Energy for what he characterized as incorrect information in a press release about its renewable energy goals, noting that it stated Ava would be 100% renewable by 2030, instead of carbon-free. Tom Kelly also highlighted issues with Ava's financial decisions and project management, including a controversial \$15 million donation proposal, costly building repairs, and unspent local development funds. Additionally, he raised concerns about Ava's failure to meet greenhouse gas reduction obligations and the impact on its service expansion, specifically mentioning Stockton's enrollment issues.

(9:15) Public Comment: Audrey Ichinose, representing the East Bay Clean Power Alliance and the California Alliance for Community Energy, acknowledged and thanked those involved in creating the CCA Workforce and Environmental Justice Standards Alliance resolution. Audrey Ichinose also requested detailed information on Ava's rates for commercial and industrial customers, focusing on potential discounts for small businesses in disadvantaged communities. She suggested this as a strategy to foster local economic development and encourage green businesses in underserved areas.

C3. (12:39) Approval of Minutes from October 16, 2023

Member Landry requested that the clerk correct the spelling of her name in Item C10: CAC Member and Staff Announcements including requests to place items on future CAC agendas.

Member Swaminathan motioned to approve the minutes. Member Landry seconded the motion, which was approved 8/0/3.

Yes: Members Landry, Liu, Swaminathan, Lakshman, Souza, Kaur, Lutz and Vice-Chair Hernandez
Absent: Members Hu, Pacheco and Chair Eldred

C4. (14:09) CAC Chair Report

- A. Consulting Service Agreement for NV5, Inc.
- B. Audited Financial Statements for FY 2022-2023
- C. Levine Act
- D. Brand Update
- E. Workforce Guidelines and Policy

In the CAC Chair Report, Vice-Chair Hernandez discussed the last board meeting's directives about grants and projects outside the service area, a consulting service agreement for electrification infrastructure development, and the audited financials for fiscal years 2022 and 2023. He noted the successful procurement of \$6.2 million from a power purchase agreement default, adding revenue to Ava. Additionally, he covered the implications of the Levine Act.

Chair Eldred updated on Ava's brand change, noting discrepancies in the new branding where "Community Energy" was omitted from some materials. She encouraged members to report any inconsistencies to ensure a smooth identity transition. Chair Eldred also mentioned discussions about audited financial statements and workforce guidelines at the November 8, 2023 Financial, Administrative and Procurement subcommittee meeting and stressed the importance of staying informed and engaged in these discussions.

C5. FY 2022-2023 Budget Surplus and Reserve Allocation (CAC Action Item)

Confirm and approval allocation of budget surplus

Item C5, presented by Jason Bartlett, discussed the Fiscal Year 2022-2023 budget surplus and reserve allocation for Ava Community Energy. The budget plan proposed allocating the first \$50 million of net position to working capital, followed by \$75 million to the reserve fund to reach a target of 50% of operating expenses. The remaining surplus would be split equally between one-time bill credits to customers and long-term investments in renewable energy and clean storage. The presentation revealed a net increase of about \$146 million, lower than forecasted, with unspent local development funds totaling \$20.4 million. Member discussions focused on the transparency of bill credit distribution and the rationale behind the 50% reserve fund target. The Committee voted to approve the staff's recommendation for the surplus allocation, with some members expressing concerns and abstaining from voting.

(43:45) Member Swaminathan asked about Ava Community Energy's working capital as a fraction of its annual or monthly costs. Jason Bartlett responded that their goal is to cover 50% of operating expenses with reserves and explained that

they maintain a working operations account, typically holding a balance equivalent to about two months of operating expenses. Bartlett also noted the variation in this balance depending on the business cycle and fiscal year performance.

(46:30) Member Liu questioned Ava's reserve fund target, noting its current level at about 30% of operating income. Jason Bartlett clarified that the target is 50%, a standard set in accordance with guidance from credit rating agencies and aligned with practices of other community choice aggregators.

(48:22) Vice-Chair Hernandez inquired about the 2022-2023 reserve fund allocation and the 50% reserve policy's initiation at Ava Community Energy's board meeting. Jason confirmed that while the budget was passed in June without committing to the allocation, a \$75 million contribution was planned, and the 50% reserve policy was established in January 2021. Vice-Chair Hernandez suggested the need to reevaluate this policy, considering the significant increase in operational expenses.

(52:38) Member Landry asked about the usage and board approval process for Ava Community Energy's reserve fund. Jason responded that the fund enhances financial credibility, supports better pricing in energy transactions, and provides stability and liquidity, which will be particularly important for transitioning to a cost-of-service model.

(56:16) Member Souza asked about a specific figure for cash liquidity and reserves at Ava Community Energy, considering solvency and unforeseen financial needs. Jason responded that their reserve target is flexible, set at 50% of operating expenses, adjusting with operational costs and energy prices, and aimed at facilitating rate reductions and clean energy investments.

(58:11) Member Lutz asked about the likelihood of discussing a transition to a cost-of-service model in upcoming meetings. Jason responded that this topic is unlikely to arise within the current fiscal year, but it has been discussed with the board and is under consideration, though the specifics are beyond his immediate expertise and the timeline remains uncertain.

(1:00:19) Public Comment – Anne Olivia Eldred expressed reservations about supporting the action item, citing concerns over transparency in fund distribution and the presentation of information to the public. Anne Olivia Eldred advocated for clearer future presentations, especially regarding the impact on different customer classes.

(1:03:05) Public Comment – Elsa Potter from the Local Clean Energy Alliance sought clarification about the nature of the \$20 million allocated for local development funding retention in the fiscal year 2022-2023, as mentioned in the

agenda packet for Item C5. She questioned whether this amount was part of the budget surplus or a regular budget item. Jason clarified that the \$20 million, initially budgeted for local development, remained unspent and was thus earmarked for future expenditure on programs discussed during the budget approval process.

(1:05:00) Public Comment – Jessica Tovar raised concerns about the lack of transparency in Ava Community Energy's distribution of bill credits, noting a significant disparity between residential customers receiving a one-time \$5 credit and municipal accounts receiving up to \$30,000. She questioned the equity of this approach and suggested that funds could be more effectively used for long-term assets. Additionally, Jessica Tovar criticized the agency for neglecting requests from community organizations for resilience hub funding since 2020. She emphasized the need for detailed information on the allocation of \$20 million for local development, particularly for supporting environmental justice communities and those facing financial hardships.

(1:08:14) Public Comment - Audrey Ichinose inquired about the rationale behind the \$100 million projection for the next fiscal year (2023-24) and asked why this amount is significantly different from previous allocations. Second, she sought clarification on the concept of a cost-of-service model and asked whether the staff is aware of the California Public Utilities Commission (CPUC) and investor-owned utilities' plans to potentially shift electricity rates from a cost-of-service model to one more closely aligned with income levels.

(1:20:10) Member Lutz supported the waterfall allocation for the budget surplus but expressed concerns about the methodology for allocating on-bill credits, which is based on kilowatt hours consumed rather than money spent. He noted this could favor customers with lower electricity rates, like commercial or municipal accounts, over residential ones. Member Lutz suggested bringing these concerns to the next meeting for further discussion.

Member Swaminathan motioned to approve the staff recommendation.

Member Kaur seconded the motion, which passed 5/0/3/3

Yes: Members Liu, Swaminathan, Lakshman, Kaur, Lutz

Absent: Members Hu, Pacheco and Chair Eldred

Abstain: Members Landry, Souza and Vice-Chair Hernandez

(1:24:38) Vice-Chair Hernandez left the meeting at 7:27pm.

Member Lutz chaired the remainder of the meeting.

C6. (1:25:48) SunZia Project Expansion (CAC Action Item)

Seeking Board Approval to increase the size of the SunZia project agreement

Item C6, presented by Jim Dorrance at the Ava Community Energy CAC meeting, focused on the expansion of the SunZia wind project in New Mexico. Initially approved for 150 megawatts, the project was later offered an additional 100 megawatts, increasing Ava's offtake to 250 megawatts. The project was deemed advantageous due to its favorable economic metrics and energy shape. Member discussions highlighted a preference for more local projects but acknowledged the financial sense of this out-of-state project. The energy generated is considered PCC1 (Portfolio Content Category 1), meaning it directly contributes renewable energy to California's grid. The CAC supported the staff recommendation to increase the project's size, with a unanimous vote in favor of the expansion.

(1:28:00) Member Landry inquired about the type of renewable energy involved in the SunZia Project Expansion, specifically whether it is categorized as Portfolio Content Category 1 (PCC1) or Category 2 (PCC2) Renewable Energy Certificates (RECs), as energy from outside California is often valued differently. Jim Dorrance clarified that the project involves PCC1 RECs, indicating the renewable energy (wind energy from New Mexico) is directly brought into the state, ensuring that no emissions are associated with it. He emphasized that this is the more renewable option, where the generated wind energy is the same as that consumed in the state.

(1:29:14) Member Swaminathan questioned why the SunZia wind energy project's offering increased from 150 to 250 megawatts. Jim Dorrance clarified that Ava Community Energy, assessing the project's favorable economics and fit for their portfolio, initiated a request for more megawatts after preliminary discussions. The increase was possible due to the project's large scale (355 megawatts) and advantageous conditions.

(1:30:35) Member Souza acknowledged the financial sense of the SunZia project in New Mexico but lamented the absence of a more local solution. She noted that the project's classification as P1 (Portfolio Content Category 1) was unusual, attributing this to the pipeline being specifically designed for California, making it a "California project" and ensuring its renewable status. Member Souza expressed a desire for more local energy projects in the future, while recognizing the benefits of the additional megawatts from the SunZia project.

(1:32:24) Public Comment – Anne Olivia Eldred inquired about the meaning of "pseudo-tied" in relation to the project and how the project aligns with proposed labor and environmental standards. Jim Dorrance explained that "pseudo-tied" means the resource appears as if it is directly attached to the California Independent System Operator (CAISO) grid. Regarding the environmental and labor standards, Jim Dorrance noted that environmental groups, like the Sierra Club, have shown support for the project.

Member Landry motioned to approve the staff recommendation. Member Souza seconded the recommendation which passed 7/0/4
Yes: Members Landry, Liu, Swaminathan, Lakshman, Souza, Kaur and Lutz
Absent: Members Hu, Pacheco, Vice-Chair Hernandez and Chair Eldred

C7. (1:37:15) Longroad Sun Pond Contract Approval (CAC Action Item)

Seeking Board Approval to execute contract with Sun Pond LLC; contract was originally approved in Feb 2023

Item C7, "Longroad Sun Pond Contract Approval," presented by Jim Dorrance at Ava Community Energy's CAC meeting, discussed a solar and battery project in Maricopa County, Arizona. Originally approved in early 2023, the project faced delays due to difficulties in procuring substation materials, pushing the operation date from 2025 to 2026. The project includes a 42.5 megawatt solar project paired with a lithium-ion battery system..

(1:39:43) Member Souza inquired about line loss in electricity transmission, particularly concerning a distant battery system. Jim Dorrance clarified that they typically pay for electricity at the delivery point, not at the generation site. He explained that line losses are absorbed by the seller, ensuring buyers receive the full amount of electricity they purchase at the delivery point.

Member Lutz expressed concern about the increased transmission costs incurred from remote energy projects like SunZia and Sun Pond. He highlighted that while these projects provide clean and affordable power, they inadvertently lead to higher transmission and distribution costs.

Member Landry motioned to approve the staff recommendation. Member Kaur seconded the motion which passed 7/0/4.
Yes: Members: Landry, Liu, Swaminathan, Lakshman, Souza, Kaur and Lutz
Absent: Members: Hu, Pacheco, Vice-Chair Hernandez and Chair Eldred.

C8. (1:45:21) CAC Member and Staff Announcements including requests to place items on future CAC agendas

Member Landry inquired about the status of a building previously purchased by Ava Community Energy on 'A' Street. Member Landry requested an update on the current situation of this building, specifically whether it is being sold or retained.

Member Lutz requested to review the Local Development Business Plan and its five-year update.

Member Lutz proposed a workshop or discussion focused on storage technology forecasting and related risk management issues. The objective would be to explore how Ava Community Energy might respond to or support technological changes, particularly in the context of long-term contracts like the 20-year contracts recently discussed. The changing prices and technology in the field of battery storage, similar to the past shifts in solar PV technology, were highlighted as areas of interest.

C9. Adjourned at 7:52pm.

The next Community Advisory Committee meeting will be held on Monday, December 18, 2023 at 6:00 pm.



Draft Minutes

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C1. Welcome & Roll Call

Present: Members Landry, Liu, Lakshman, Pacheco, Souza, Kaur, Lutz, Vice-Chair Hernandez and Chair Eldred

Excused: Members Hu and Swaminathan

Member Lakshman joined the meeting at 6:16pm

C2. Public Comment

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The clerk read the following written public comment from Jessica Tovar into the record:

(3:26) Jessica Tovar of the East Bay Clean Power Alliance addressed the EBCE Board of Directors, raising concerns over transparency and equity at EBCE. She emphasized the necessity for thorough public accountability and transparent decision-making. Specific issues highlighted include: the lack of performance data, especially concerning workforce standards in RFPs; the need for closer collaboration in the resilience and virtual power plant program, emphasizing proper fund allocation to benefit community-based organizations (CBOs); concerns about the Community Innovation Grants' focus and accessibility, particularly its current emphasis on induction cooktop education; and the need for clarity on the reallocation of a \$15 million gift to UCSF Benioff Children's Hospital. Jessica Tovar advocated for measures that prioritize public accountability, resource access for disadvantaged communities, and robust collaborations with CBOs.

The clerk read the following public comment from Tom Kelly into the record:

(6:57) Tom Kelly commented on the comparison of greenhouse gas (GHG) emissions between charging electric vehicles (EVs) using Bright Choice and PG&E. He highlighted that EBCE's emissions are higher, suggesting that those using EVs under the assumption of promoting environmental welfare might inadvertently contribute to climate change. He urged for corrective measures and provided a spreadsheet comparing Bright Choice and PG&E's EV charging emissions.

(8:21) Tim Frank represents the Alameda County Building and Construction Trades Council, other Bay Area Building Trades councils, and the CCA Workforce and Environmental Justice Alliance—a coalition of labor and environmental justice groups. They initially approached CC Power, a Joint Powers Authority overseeing multiple Community Choice Aggregations (CCAs), with a set of environmental, environmental justice, and labor standards. Despite support from some members, the standards were not adopted by a majority. Consequently, they shifted their efforts to engage individual CCAs within the CC Power territory to adopt these standards. Tim Frank presented a draft of these recommendations to the CAC and plans to approach the Board for consideration. This draft, available as Exhibit A in these minutes, contains specific data that they anticipate will be supplemented by the staff and acknowledges ongoing conversations with local partners about the recommendations.

(13:24) Jessica Tovar raised concerns about the application process for the Community Innovation Grants, emphasizing that the complexity of the application hinders community organizations from accessing the funds. She stressed the need to simplify the application to cater more to equity-focused community organizations. Jessica Tovar pointed out that when applications are intricate, larger organizations with more resources tend to benefit, overshadowing smaller entities. While recognizing the value of larger grants, she highlighted the importance of smaller grants for community organizing and education.

Jessica Tovar also expressed concern about EBCE's priority setting, noting that while there's a push for induction cooktops, the community has been seeking investments in resiliency for years. She urged EBCE to release funds allocated over a year ago. Lastly, she suggested that EBCE might benefit from consulting with specific non-profits, such as the Justice 40 Accelerator, to aid in the release of these funds, emphasizing that the goal should be to enhance accessibility for marginalized organizations and disadvantaged communities.

(16:57) Tom Kelly discussed his primary interest in EBCE, emphasizing climate change and the reduction of greenhouse gas (GHG) emissions. He expressed disappointment that EBCE has not met its objectives in this area. Highlighting the broader push towards electrification, he pointed out the urgency of transitioning from gas-powered to electric cars. Tom Kelly presented a spreadsheet comparing GHG emissions from electric cars charged using a PG&E account versus an EBCE Bright Choice account. Electric car owners under the Bright Choice plan have emissions approximately five times higher than those using PG&E. He urged EBCE to prioritize environmental concerns, referencing recent natural disasters as a call to action.

(19:32) Jason Gumataotao, a member of IBEW Local 595 and delegate with the Alameda County Building and Construction Trades Council, thanked East Bay Clean Power Alliance, San Luis Obispo Climate Coalition, Sierra Club, and others in the environmental justice sector for collaborating with them. Their goal is to improve environmental standards and conditions for workers. While acknowledging that current efforts are in the draft phase and more work lies ahead, Jason Gumataotao welcomed feedback and anticipates support as they continue to advance their initiatives.

(20:39) Melissa Yu, representing the Sierra Club and East Bay Clean Power Alliance, addressed the CAC members to advocate for the inclusion and discussion of policy standards for clean energy projects, as presented in the working draft by Tim Frank. She emphasized the desire for procurement projects to address potential environmental and environmental justice impacts and uphold strong labor and environmental justice policies. While the resolution is still being refined in collaboration with labor and environmental justice partners, Melissa Yu hopes for it to be a discussion point at both the CAC and the board in the coming month. She highlighted the scope of this initiative, extending beyond just Alameda and San Joaquin County, and expressed hope for continued leadership from the committee to advance this draft to the California Community Power board.

(21:48) Elsa Wefes-Potter, representing the Local Clean Energy Alliance, raised concerns about the narrow focus of the Community Innovation Grants, emphasizing that they should cover a broader range of community issues beyond induction cooktops. She advocated for smaller grants to ensure accessibility for more community-based organizations. Elsa Wefes-Potter also highlighted transparency issues regarding the reallocation of \$15 million initially intended as a charitable gift to UCSF Benioff Children's Hospital and stressed the potential use of the \$14.75 million, previously diverted from bill credits, to fund resilience hubs within the Municipal Critical Facilities program.

C3. (25:48) Approval of Minutes from July 17, 2023

Member Landry motioned to approve the minutes. Member Pacheco seconded the motion which failed 6/0/2/1

Yes: Members Landry, Pacheco, Souza, Lutz, Vice-Chair Hernandez and Chair Eldred

Abstain: Members Liu and Kaur

Excused: Member Lakshman

C4. CAC Chair Report

- Al Weinrub, a longtime EBCE advocate and community leader, passed away. A memorial service will be held on September 23 that can be attended in-person or virtually. The chair shared about Al's impressive accomplishments as a founder of Science for the People, labor and anti-racist activist, published author, and leader in the fight for climate and energy justice. His papers were accepted into the UMass Amherst archives.
- Staff prepared a response to the sustainability and climate action plan report presented at the last meeting. The chair encouraged reviewing the response in the packet. Member Susan Levenson expressed disappointment that the cities were not contacted directly by staff.
- The chair sent information on a recent CalCCA filing at the CPUC regarding Diablo Canyon. Two members of the public raised concerns that the filing did not resist the shifting of costs onto EBCE ratepayers. More research is needed, but EBCE may have grounds to argue its customers should not bear the burden. The chair encouraged reading the filing and submitting questions.
- Two items are not being discussed tonight despite the board chair's request: the energy prepay presentation and Kings/Fresno battery storage project. The chair summarized them briefly and encouraged input.
- At the end of the meeting, there will be a moment to honor Al Weinrub.

Action items:

- Add CalCCA Diablo filing to future agenda for discussion.
- Clarify conflicting information about location of battery storage project.

C5. 2022 Power Source Disclosure Annual Report and Power Content Label (CAC Informational Item)

Requesting the Board to accept and attest to the 2022 Power Source Disclosure Report and Power Content Label

- Izzy Carso presented the 2022 Power Source Disclosure report (PSDR) and Power Content Label which are required annual filings to the California Energy Commission.
- The PSDR shows the resource mix and emissions data for electricity purchased and sold to EBCE customers in 2022. The Power Content Label presents this data in an easy to understand format for customers.

- The board needs to adopt a resolution attesting to the accuracy of the data in the PSDR and Power Content Label by the October 2nd deadline before submitting to the CEC.
- Izzy Carson outlined the process EBCE goes through to prepare, review and validate the data, including reconciling contracted amounts to billing data and verifying renewable energy certificates.
- The Power Content Label shows emissions factors and resource mix percentages for each EBCE rate plan, as well as the statewide California power mix averages to compare against.
- In 2022, Bright Choice power was made up of 49.4% renewable, 28.4% unspecified power, and 21.9% large hydro. Renewable 100 was 100% renewable. Brilliant 100 is now closed.
- Questions were raised about the unspecified power and emissions associated with Bright Choice. Izzy Carson clarified the main factors are unspecified power and PCC2 renewables like solar and wind that are assigned an emissions factor. Together these account for most of the 496 emissions intensity shown for Bright Choice.
- More detailed emissions data will be presented at the October meeting. Staff will also provide the overall Megawatt hours and percentages for EBCE's total retail sales across all rate plans.

C6. CAC Structure per Ad Hoc Board Committee Recommendation (CAC Discussion Item)

Discussion of Restructure of CAC per Ad Hoc recommendation

- Staff presented that as new jurisdictions join EBCE, the CAC regional seat allocation shifts based on energy load share. This recently caused the South region to lose a seat when Stockton joined.
- An ad hoc committee of the board was formed to address this issue and consider potential CAC structure changes as EBCE expands. They considered retaining the regional structure, switching to a jurisdictional structure like the board, or having all at-large seats.
- The ad hoc committee recommended keeping the regional structure but removing the 5 at-large seats, as those disrupt the regional balance.

- The CAC chair was surprised this was presented as a recommendation rather than just starting a discussion, as originally conveyed.
- Extensive public and CAC discussion expressed concerns about transparency, community engagement, and retaining diversity of representation on the CAC. There were requests to slow down the process and allow more input.
- Other ideas suggested were expanding CAC seats as EBCE expands, keeping at-large seats or having constituent-based seats, establishing a nomination process, improving alternate member engagement, considering direct election of some seats, and allowing time to flesh out details.
- The CAC chair summarized a recommendation to the board: keep regional structure for now with consideration of expanding seats later, have CAC work on constituent seat details, keep but improve utilization of alternate seats, and take time to fully discuss CAC structure.

C7. Update on Planning for Net Billing Tariff (NBT) (CAC Informational Item)

Brief review of NBT planning and overview of status

- This item provided an update on the successor to net energy metering called the net billing tariff (NBT) that was recently approved by the CPUC.
- NBT will affect compensation rates for rooftop solar customers. It aims to better align compensation with the actual value solar provides to the grid.
- Current solar customers keep their existing NEM rates for 20 years. NBT will impact systems installed after April 2022, and NEM 1/2 customers after 20 years.
- Under NBT, on-site solar use is valued the same as NEM, but excess generation compensation is lower, varying by time of day. Exports and imports are separately valued rather than netted.
- By 2037, about half of EBCE's 60,000 NEM customers will be eligible for NBT.
- EBCE staff are exploring how NBT will affect solar customers and the agency. They aim to support storage, low-income customers, and find ways to continue encouraging solar adoption.

- CAC and public questions focused on the reduced solar compensation, whether EBCE must follow the CPUC's NBT, requests for data on current over-generation, and ideas like batteries, local storage, and separate solar buyback rates to mitigate negative impacts.
- Staff are still evaluating options and not ready to discuss in detail but are considering ways to improve on simply mirroring the CPUC's NBT.

C8. Inclusion of New Communities: City of Lathrop (CAC Action Item)

Consider City of Lathrop EBCE/JPA membership

- The City of Lathrop has completed all steps to join EBCE, including passing a resolution and ordinance and signing the JPA agreement.
- Lathrop's city council voted unanimously to join. The anticipated enrollment date is January 2025, along with the City of Stockton.
- Lathrop is located between Tracy and Stockton in San Joaquin County. It is one of the fastest growing cities in California.
- Lathrop has a small municipal utility district that serves some residential customers who would not be eligible for EBCE service.
- The city has a high percentage of large commercial and industrial accounts compared to other EBCE cities.
- Lathrop is young, having incorporated in 1989, and has warehouse and agricultural commerce which contributes to its large energy load for its size.
- Questions were raised about solar potential in Lathrop, the importance of transportation electrification along the major transportation corridor, and ensuring resource adequacy if Lathrop joins EBCE.

C9. Update on Brand (CAC Informational Item)

Share logo, updated timeline, list of items that will change on 10/24, overview of how staff is supporting Muni-Pals

- Annie Henderson, VP of Marketing, provided an update on EBCE's rebranding to Ava Community Energy.

- The new visual identity was developed based on feedback during the naming process. The logo aims to be inclusive, welcoming, and representative of the community coming together.
- The color palette is gender-neutral. The website mockup demonstrates how the branding will be applied across materials.
- **Timeline:**
 - October - Power content label mailers will include a panel teasing the rebrand to Ava.
 - November - Soft launch of rebrand on website, emails, call center scripts, public facing materials, etc.
 - January - Full launch with advertising and PR campaigns.
 - Transitional messaging will be used for 6-12 months to link EBCE with Ava.
 - In October, a JPA amendment will formally change the name. This is largely for banking and regulatory needs.
 - CAC feedback included interest in the name Ava (pronounced aaa-va) which sounds similar to Ava but does not specify a gender.

C10. Memorial Comments in Honor of Al Weinrub

(2:49:43) Jessica Tovar remembered Al Weinrub as a mentor and visionary who was deeply committed to equity and democratizing energy. Jessica Tovar stated that Al Weinrub focused on giving a voice to communities disproportionately impacted by dirty energy, helping those who understood the problems but struggled to find solutions. Jessica Tovar stated that merely mirroring offers like PG&E's or net billing tariffs doesn't achieve enough and urged the board to ensure that resources reach the most affected communities. In order to honor Al Weinrub's legacy, Jessica Tovar called for continued efforts to democratize energy and ensure that community grants benefit the communities directly.

(2:54:05) Member Lutz honored Al Weinrub's pivotal role in EBCE's founding, crediting his persistence and vision for the creation of the agency. Member Lutz reminisced about first meeting Al during the "Clean Power, Healthy Community" conferences, which laid the groundwork for EBCE's formation. While Al was instrumental in the "energy democracy" phase, it was just a part of his half-century of socio-economic activism. Al was renowned for his writing skills, producing well-researched white papers and challenging assumptions with a practical approach. Despite his serious demeanor, he was known to have a dry wit and enjoyed telling tall tales. Member Lutz stated that in recent years, Al Weinrub grew disappointed with EBCE's direction, feeling it veered

away from its mission of local clean energy in service of community health and economic justice. He was particularly critical of EBCE's distant energy projects and their attempts to buy nuclear power or fund specific charities. Despite his numerous accomplishments, Al Weinrub was always striving for more, pushing initiatives that have grown over time.

Member Lutz's written statement is included in these minutes as Exhibit B

(2:58:20) Member Pacheco admired Al Weinrub's determined nature, describing him as an "academic organized bulldog." He emphasized that the existence of the EBCE agency was largely due to Al Weinrub's tireless organizing efforts, highlighting the thousands of hours and resources Al invested in advocating for energy democracy. Member Pacheco stated that Al Weinrub also played a pivotal role in bridging the gap between various community groups, such as environmental justice advocates, environmentalists, and labor. Despite occasional disagreements, Al Weinrub's influence brought these groups closer together to share a unified vision for the agency. Member Pacheco candidly mentioned that Al Weinrub could be challenging at times, but his tenacity and firmness inspired others, including Member Pacheco, to remain steadfast in their convictions. Member Pacheco expressed deep respect for Al Weinrub and committed to upholding the shared vision of emphasizing local initiatives and ensuring maximum community benefits.

(3:00:37) Member Landry described Al Weinrub as a visionary who significantly contributed to the establishment of community choice aggregation programs across the country. Member Landry highlighted Al Weinrub's commitment to fairness and his dedication to ensuring representation for all population groups, not just the affluent.

(3:02:32) Chair Eldred fondly remembered Al Weinrub as a passionate advocate against injustice, emphasizing his fervor and dedication. She recounted her initial meetings with him, noting the tension in the room and Al Weinrub's unique ability to channel his anger towards meaningful causes. She highlighted Al Weinrub's extensive social justice work, particularly related to labor in Latin America, and urged the importance of reading the local development business plan. Chair Eldred spoke of the valuable lessons she learned from him about persistence, accountability, and fearlessness in the pursuit of justice..

C11. CAC Member and Staff Announcements including requests to place items on future CAC agendas

There were no CAC Member or staff announcements.

C12. Adjourn at 9:09pm in honor of Al Weinrub

The next Community Advisory Committee meeting will be held on Monday, October 16, 2023 at 6:00 pm.



Proposed by CCA Workforce and EJ Alliance

<https://action.greencal.org/action/wej>

September 18, 2023

DRAFT: East Bay Community Energy (EBCE) Workforce, Environmental, and Environmental Justice Standards for Clean Energy Project Selection Policy

PREAMBLE

WHEREAS, EBCE, as a Community Choice Aggregation, is a mission-driven public agency, collectively financed by constituent public ratepayers, with an obligation and opportunity to support and protect workers and the communities hosting EBCE's clean energy projects.

WHEREAS, EBCE, a mission-driven public agency committed to diversity, equity, and inclusion, has the opportunity to align with and support the values and mission of high-road union construction trade labor and environmental justice organizations striving to create sustainable and equitable communities.

WHEREAS, Central Coast Community Energy (3CE), a peer CCA to EBCE, adopted similar standards to the recommended standards below in June 2023 after extensive deliberation by its Board of Directors and Citizens Advisory Committee,

WHEREAS, 3CE'S procurement standards serve as a foundation for best practices and build on similar standards adopted earlier by Peninsula Clean Energy and the San Francisco Public Utilities Commission (CleanPowerSF)

Exhibit A

WHEREAS x% of customers in existing service territory are CARE, FERA, or Medical baseline customers, and x% in San Joaquin Counties (staff support requested to advise on these values).

WHEREAS, rate payer dollars can create local benefits through the creation of jobs and supporting local, small local, and emerging businesses in our service territory by keeping dollars in circulation

WHEREAS, EBCE's Joint Powers Agency Agreement, dated effective November 1, 2016, as amended by Resolution No. 2018-23 dated June 20, 2018, declares the agency's purpose as follows:

- Provide electricity rates that are lower or competitive with those offered by PG&E for similar products;
- Develop an electric supply portfolio with a lower greenhouse gas (GHG) intensity than PG&E, and **one that supports the achievement of the parties' greenhouse gas reduction goals** and the comparable goals of all participating jurisdictions;
- Establish an energy portfolio that **prioritizes the use and development of local renewable resources** and minimizes the use of unbundled renewable energy credits;
- Promote an energy portfolio that **incorporates energy efficiency and demand response programs and has aggressive reduced consumption goals**;
- **Demonstrate quantifiable economic benefits to the region (e.g. union and prevailing wage jobs, local workforce development, new energy programs, and increased local energy investments)**;
- **Recognize the value of workers in existing jobs that support the energy infrastructure of Alameda County and Northern California.** The Authority, as a leader in the shift to a clean energy, commits to ensuring it will **take steps to minimize any adverse impacts to these workers to ensure a "just transition" to the new clean energy economy**;
- Deliver clean energy programs and projects **using a stable, skilled workforce through such mechanisms as project labor agreements or other workforce programs that are cost effective, designed to avoid work stoppages, and ensure quality**;
- Promote personal and community ownership of renewable resources, spurring **equitable economic development and increased resilience, especially in low income communities**;
- Provide and manage lower cost energy supplies in a manner that **provides cost savings to low-income households and promotes public health in areas impacted by energy production**; and
- Create an administering agency that is financially sustainable, responsive to regional priorities, well managed, and a leader in fair and equitable treatment of employees through **adopting appropriate best practices employment policies, including, but not limited to, promoting efficient consideration of petitions to unionize and providing appropriate wages and benefits.**

THEREFORE, BE IT RESOLVED THAT,

In support of competitive, clean, and renewable power supply, as well as the development of a local and diverse workforce, the Governing Board of East Bay Community Energy (EBCE) shall adopt the following **Workforce, Environmental, and Environmental Justice Standards for Clean Energy Project Selection Policy** asserting a preference for enhanced workforce, environmental, and environmental justice standards for all EBCE's clean energy programs and projects.

I. DEFINITIONS

1. **Regulatory Value:** The project's anticipated ability to satisfy EBCE's regulatory compliance requirements, such as Resource Adequacy, Renewable Portfolio Standard, integrated resource planning, and other binding orders or directives received from regulatory bodies.
2. **Market Value:** The project's projected revenues across all relevant day-ahead, real-time and ancillary markets. Market Value shall also assess a project's ability to manage, shift, or arbitrage existing EBCE generation to maximize revenue and renewable energy generation on behalf of EBCE and its customers.
3. **Counterparty Risk:** The risk that a counterparty will fail to perform, or adequately remedy, its obligations. Counterparty Risk is inclusive of Development Risk.
4. **Development Risk:** The risk that the project is unable to obtain interconnection, deliverability, site control, entitlements, financing, or other necessary development milestones required to deliver the project on or ahead of the anticipated online date.
5. **Energy Offtake Agreement:** Includes Power Purchase Agreements, Energy Storage Agreements, Resource Adequacy Only Agreements, or other energy-related products where EBCE does not own, develop, or construct the generation or storage facility. Instead, EBCE's participation in the Project is limited to receiving energy and any applicable attributes at a set price and term.
6. **Journeyperson:** Is a worker who either:
 1. Graduated from a California state-approved apprenticeship program for the applicable occupation or, when located outside California, approved for federal purposes pursuant to apprenticeship regulations adopted by the Secretary of Labor, or
 2. Has at least as many hours of on-the-job experience in an applicable occupation as would be required to graduate from an apprenticeship

Exhibit A

program for the applicable occupation that is approved by the California Division of Apprenticeship Standards.

7. **Local Hire:** A stated preference for project employment opportunities for qualified workers in descending priority:
 1. A resident within the nearest communities in proximity to the project, by radius as reasonably determined on a project-by-project basis;
 - a) Additional preference shall be given, where the radius includes a city, town, or census-designated location within EBCE's service territory, to the workers within those portions of the service territory.
 2. A resident within the county where the project is being constructed;
 3. A resident within EBCE's service territory.

8. **Skilled and Trained Workforce:** A Skilled & Trained Workforce consists of all workers performing work in an apprenticeable occupation in the building and construction trades who are either skilled journeypersons or apprentices registered in an apprenticeship program approved by the chief of the Division of Apprenticeship Standards, as defined in Chapter 2.9 (commencing with Section 2600) of Part 1 of Division 2 of the California Public Contract Code.

9. **Targeted Hire Program:** A pipeline program which creates opportunities for Under-Represented Workers to (a) enter Registered Apprenticeship Programs and (b) obtain work hours needed to successfully complete their apprenticeship, through partnering with a Multi-Craft Core Curriculum (MC3) pre-apprenticeship program or programs, or equivalent industry and union-recognized certificated career training and placement program, that recruits, supports, and prepares Under-Represented Workers to succeed in skilled construction trades apprenticeships.

10. **Under-Represented Worker:** A jobseeker who, at the time of hiring or within the last twelve months, satisfies at least one of the following categories:
 1. Experiencing or at risk of homelessness
 2. Being a custodial single parent
 3. Currently receiving public assistance
 4. Lacking a GED or high school diploma
 5. Having been continuously unemployed or underemployed for the past 6 months
 6. Having been emancipated from the foster care system

Exhibit A

7. Being a veteran of the United States Military
8. Being a member of a tribal community
9. Having a previous incarcerated or justice involvement history
10. At-Risk Youth: a person 18-24 years old who is disconnected from school and/or work
11. Low income (household income is below the current HUD threshold for Low Income Households in their county of residence)

II. PROJECT SELECTION METHODOLOGY

Projects will be prioritized for selection based on EBCE's evaluation of the criteria set forth below.

A. Contributions to EBCE's 100% Renewable Energy by 2030 Goal

1. Assessment and evaluation of proposed projects' operational performance and market economics to ensure selected projects maximize regulatory and market value to EBCE and its customers.
2. Assessment and evaluation of Counterparty and Development Risk.
3. Avoids unbundled or Category 3 RECs and non-RPS carbon-free attributes

B. Workforce and Local Workforce Development

EBCE is committed to stimulating our local economy through, among other measures, supporting Projects committing to apply prevailing wage rates, supporting participants and/or graduates of apprenticeship and pre-apprenticeship programs, supporting a local Skilled and Trained Workforce, and to achieve EBCE's local and targeted hire objectives.

1. EBCE will prioritize Energy Offtake Agreements where the developer is committed to:
 - a. Highest priority projects will commit to:
 - i. A multi-trade project labor agreement that incorporates EBCE's Local and Targeted Hire objectives as follows:
 1. A goal of 30% of all project labor hours performed by Local Hires, and;
 2. Participation in a Targeted Hire Program with a goal of 10% of all project hours performed by Under-Represented Worker apprentices.
 - b. Medium-priority projects will commit to:
 - i. Utilization of a Skilled and Trained Workforce and commitment that construction work will be performed by appropriate Journeypersons and apprentices from a state-approved apprenticeship training program; and
 - ii. Utilization of prevailing hourly wage and benefit rates as determined by the California Department of Industrial Relations.

Exhibit A

- iii. Demonstrated commitment to Local and Targeted Hire, including utilization of a multi-craft core curriculum (MC3) pre-apprenticeship program, or equivalent industry and union-recognized pre-apprenticeship certification, for outreach, preparation, support and referral of Targeted Hires.
 - c. Low-priority projects would fail to meet II.B.1.a or II.B.1.b above but may demonstrate other commitments to local workforce development.
2. When considering contractors or developers for EBCE-owned energy generation or storage projects requiring a Large Generator Interconnection Agreement from the California Independent System Operator (currently 20MW and above, but subject to change from time to time), EBCE shall commit to:
 - a. Negotiate a multi-trade project labor agreement that will incorporate EBCE's local and targeted hire objectives as follows:
 - i. A goal of 30% of all project labor hours performed by Local Hires, and;
 - ii. Participation in a Targeted Hire Program with a goal of 10% of all project hours performed by Under-Represented Worker apprentices..
3. When considering contractors or developers for EBCE-owned energy generation or storage projects requiring a Small Generator Interconnection Agreement from the California Independent System Operator (currently applies to projects under 20MW, but subject to change from time to time), EBCE will commit to:
 - a. Utilization of a Skilled and Trained Workforce and a commitment that construction work will be performed by appropriate Journeypersons and Apprentices from a state-approved apprenticeship training program.
 - b. Utilization of prevailing hourly wage and benefit rates as determined by the California Department of Industrial Relations.
 - c. Demonstrated commitment to Local and Targeted Hires.
 - i. A goal of 30% of all project labor hours performed by Local Hires while incenting, through a negotiated contract structure, the contractor or developer to achieve a minimum of 60% of all project labor hours performed by Local Hires, and;
 - ii. Participation in a Targeted Hire Program with a goal of 10% of all labor hours performed by Under-Represented Worker apprentices, while incenting, through a negotiated contract structure, the contractor or developer to achieve the 10% goal.

C. Innovation

EBCE recognizes that reaching 100% Renewable Energy by 2030 will require significant improvements and innovation in battery technologies, renewable baseload, dispatchable renewable resources, and renewable generation technologies, among other opportunities.

1. EBCE will prioritize projects that accelerate decarbonization, provide local resiliency, provide EBCE a competitive advantage, and/or reduce costs

Exhibit A

for EBCE customers while remaining cost competitive with established market alternatives. Innovation will be recognized among projects that:

- a. Include new or improved technologies or methodologies with a demonstrated potential feasibility;
- b. Achieve scale for existing technologies to benefit EBCE customers; or
- c. Reduce or eliminate barriers to adoption of local scaled technologies.

D. Location

EBCE prioritizes projects in the following order:

1. Projects located within EBCE's service territory
2. Projects located within California.
3. Out-of-state projects

E. Environmental Stewardship

EBCE is committed to leading by providing customers with energy that delivers benefits for air, water, and the natural environment while avoiding impacts to important lands, species, and waters.

1. EBCE will prioritize projects that:
 - a. Avoid sensitive habitats for any endangered plant or animal species or other environmentally sensitive areas¹ and comply with conservation plans such as the Desert Renewable Energy Conservation Plan (DRECP)²;
 - b. The developer and local land use authority have established an enforceable development agreement which, in part, sets forth measures to mitigate impacts to sensitive habitat or environmentally sensitive area; then
 - c. The developer commits to measurable offset efforts within the vicinity of the proposed project.

F. Benefits Accruing to Underserved Communities

EBCE seeks to deliver economic, environmental, and social benefits to the communities that it serves by providing cleaner electricity at competitive rates, developing local resources that drive new investments, and creating increased demand for high-paying jobs. EBCE is committed to helping low-income and environmental justice communities overcome barriers to their access to public investments, resources, education, and information about energy service and policy.

EBCE will prioritize projects that:

1. Invest in low-income and environmental justice communities

¹ Refer to Nature Conservancy's [Power of Place West](#) Report (2022).

² Refer to [Desert Renewable Energy Conservation Plan \(2016\)](#).

Exhibit A

2. Demonstrate contact and collaboration with local community organizations and stakeholder groups representing a broad diversity of demographics and interests, particularly low income and environmental justice communities, to identify and address benefits and impacts of projects and ensure project benefits are communicated and accessible to the local community.
3. Commit to meaningful engagement³ with local communities throughout the entitlement and construction processes to identify and address benefits and impacts of projects and ensure project benefits are communicated and accessible to the local community.

III. EVALUATION, SELECTION AND REPORTING

- A. EBCE will assess and select project proposals in accordance with this Project Selection Methodology and report detailed results of such assessment at the time of the project approval.
- B. EBCE's annual report will compile and report information regarding the impact of the Project Selection Methodology.

IV. CA COMMUNITY POWER

- A. EBCE's representative to the CA Community Power Board shall advocate for adoption of a CA Community Power Workforce, Environmental, and Environmental Justice Standards for Clean Energy Project Selection Policy consistent with the terms of this resolution.
- B. EBCE's representative to the CA Community Power Board shall advocate to form a public advisory committee, including labor, environmental and equity representatives, to ensure transparency and public engagement in CA Community Power's operations and procurement practices.

³ Meaningful engagement means implementing five recommendations for best practices from [Building a Just Energy Future - A framework for community choice aggregators to power equity and democracy in California, 2020 report by the California Environmental Justice Alliance](#)

Exhibit B

Member Lutz memorial comments for Al Weinrub

As Anne Olivia said earlier Al Weinrub died last month. I would like to say a few words of tribute to him.

I don't know how many of you knew him, but Al is one of the main reasons we have EBCE in Alameda county today. His persistence and vision were crucial to the campaign to create EBCE, and one of the reasons the CAC is an integral part of it.

I first met Al Weinrub when he was one of the organizers of the amazing series of Clean Power, Healthy Community conferences starting more than a decade ago at the end of the oughts. I think it's fair to say those conferences were the genesis of vision and organizing that led to EBCE. Back then he was key to setting the theme of the conferences and recruiting speakers.

I didn't realize until the very recently that the Energy democracy phase was just a part of his 50 years of social and economic justice activism. Maybe as consequence of this long activism, he had an ability to find inspiring organizers and speakers, challenge them to do more, to think more clearly and then help them thoughtfully work together to create powerful campaigns and movements.

Al was a prolific writer of well documented essays, white papers he called them, using his long experience and keen insight to point out when something was wrong and how to fix it. Practical, but not bound to staying in the accepted channels, he was not at all shy about calling bullshit when he saw it. Most often that would when someone was trying to hide something with confusing jargon or misapplied assumptions.

Al was not all serious. He certainly had a dry wit. In relaxed moments, a side of him I enjoyed watching, was his occasional propensity to tell tall tales. These tales would start out based in reality. Then he would see how far along he could string you as the stories got more and more fantastical.

In the past couple years Al had been particularly disappointed by EBCE, and had turned more to other efforts. As he saw it, the vision of local clean energy in the service of community health and economic justice was being repeatedly thwarted by EBCE's unrelenting efforts to become an acquiescent lapdog of the CPUC/PG&E vision of centralized for-profit electricity. Instead of the LCEA pushing EBCE to go faster and deeper on local clean energy, most of it's effort were instead being used up just trying to keep EBCE from going completely off track. For example, very little of EBCE's generation is purchased from inside our territory. Most of the big projects are hundreds of miles away. Some are even out of state. EBCE also keeps trying to covertly purchase nuclear power from Diablo Canyon and more recently has been trying donate money to the wealthy Salesforce owner's favorite children's hospitals.

I don't think Al was ever satisfied with what he had accomplished. He was always looking to expand efforts and start new campaigns, many of which have grown and changed over the years.

Al your example of thoughtful, inclusive, persistent efforts to make the world a better place for everyone have been an inspiration to me. And I will try my best to live up to your example.

Al, we miss you



**CAC Item C5
Consent Item 6**

TO: Ava Community Energy Board of Directors

FROM: Alex DiGiorgio, Public Engagement Manager

SUBJECT: **Community Advisory Committee (CAC) Member Reappointments and Guide Updates**

DATE: December 20, 2023

Recommendation

Receive staff report on member reappointments and [CAC Guide](#) updates. Consider approving the following:

- 1) The reappointment of current, eligible CAC members who have confirmed their interest in being reconsidered to serve an additional term (please see Table 2 below), and updating eligibility qualifications to include a six-month 'grace period' for residency within Ava service area;**

- 2) Updating the [CAC Guide](#) as follows:**
 - a) CAC Service Area Region seat allocations: The CAC's San Joaquin Service Area Region gains an additional, allocated seat (via the transition of Stockton's interim CAC seat), while the South Service Area Region loses one;
 - b) At-Large appointments: The CAC's two (2) At-Large member appointments will be administered by Ava's Board of Directors (instead of the Alameda County Mayors' Conference), with a limit of two consecutive terms per member/Service Area Region;
 - c) Vacancy appointment timeline: Vacancies on the CAC will be filled on an annual basis (instead of within 90 days), from the time the vacancy occurs, unless required to achieve quorum;
 - d) Staggering CAC member terms: CAC member terms will be staggered, so individual seat appointment cycles occur every other year; and

- e) Administrative updates: Updates corresponding to Ava staff contacts, the six-month residency 'grace period,' and previously approved Board decisions (e.g., the Ava Community Energy brand change, CAC member stipends, etc.)

Pending Board approval, approximately half of the CAC seats will be assigned to be one- or two-year terms, to stagger the Committee members' appointment timeline. Current members whose seats are assigned a one-year term will be eligible to serve for an additional two-year term.

Ava staff is presently preparing to administer a CAC application and appointment process in Q1 2024 to fill vacant seats. Additional considerations regarding the CAC structure (e.g., creating seats for specific constituencies and/or interest groups) or additional updates to the Guide can be addressed after the newly (re)appointed CAC members begin serving their new terms.

Background and Discussion

On October 21, 2020, the Board of Directors [approved updates to the CAC Guide and Appointment process](#). These updates were made to provide proper representation and engagement of the CAC, particularly given the inclusion of Ava's new communities in the cities of Newark, Pleasanton, and Tracy. The updates included the following structural changes: the addition of three seats (increasing the CAC to twelve active seats, corresponding with the concept of "voting shares" in the JPA Agreement); configuring the apportionment of CAC seats to Ava Service Area Regions; appointing one Alternate for each Ava Service Area Region, for a total of five; and engaging the Mayors' Conference to appoint two at-large Members.

Since that time, the CAC has been composed of twelve active seats (Members)—ten of which represent specific Service Area Regions, and two of which serve as At Large members representing the entire service area—and five alternate seats (Alternates).

On June 21, 2023, the Board of Directors [approved a six month term extension for all current CAC Members and an interim seat for the City of Stockton](#). The purpose for this action was to provide staff with time to help the Board consider alternative committee structures to address the challenge of shifting seat allocations created by the addition of new jurisdictions to Ava's JPA territory.

Under the CAC's current structure, seats are distributed regionally across Ava's service area in Alameda and San Joaquin counties.¹ Each region is allocated its number of

¹The one exception is the Board's recent creation of the interim seat for the City of Stockton (referenced above) at the June 21, 2023, meeting.

seats according to its approximate, cumulative electricity load. This corresponds to the JPA's allocation of Voting Shares votes among the Board of Directors (per [JPA Sec. 4.12.2 and Exhibit C](#)).

On August 30, 2023, an Ad Hoc committee of the Board was convened to consider adjusting the structure of the CAC to address the challenge of shifting seat allocations created by the addition of new jurisdictions to Ava's JPA and service area. Staff also consulted with individual Board members, who were unable to attend the Ad Hoc committee meeting. The recommendation of the Ad Hoc committee and individual Board members was to preserve the current regional CAC structure and allow the seat allocations to adjust accordingly. With the addition of Stockton to Ava's JPA, this results in the San Joaquin Service Area region gaining a CAC seat, and the South Service Area Region losing one. The Ad Hoc committee specifically recommended against restructuring the CAC to mirror the Board's structure of each jurisdiction having an individual seat/representative, as well as recommending against restructuring the CAC to be all At-Large seats. The Ad Hoc committee and individual discussions also addressed potential adjustments to the CAC's two At-Large seats. These adjustments included having the entire Ava Board make the two appointments (instead of the Alameda County Mayors' Conference, per the current CAC Guide); or to eliminate the two At-Large seats altogether, since they could undermine the balance achieved by the CAC's regional representation structure.

At the [September 20, 2023 Board meeting](#), there was general agreement among Board members to follow the recommendation of the Ad Hoc committee and maintain the CAC's current regional structure and corresponding reallocation of seats, resulting from Stockton's JPA membership. As such, staff recommends that the Board approve transitioning Stockton's Interim CAC seat to an additional allocated seat for the San Joaquin Service Area Region. This update will also serve to support representation from the City of Lathrop, which became an Ava JPA member by a unanimous vote of the Board at the same September 20th meeting. Staff is currently awaiting certification from the California Public Utilities Commission (CPUC) regarding Lathrop's JPA membership and start of Ava service. The CPUC has until December 27, 2023 to respond. Once certification is received from the CPUC, the City of Lathrop will also be entitled to a seat on Ava's Board of Directors.

At the [December 6, 2023 Executive Committee](#) meeting, there was general agreement among the members to follow the recommendations expressed at the September Board meeting and Ad Hoc committee meeting to maintain the CAC's current regional structure and corresponding reallocation of seats. The Executive Committee's additional

feedback and recommendations regarding the CAC reappointments and Guide updates are included below.

Recommendation 1: Approve reappointment of current, interested CAC members (listed on Table 2 below) and update eligibility qualifications to include six-month ‘grace period’ for residency within Ava service area

The CAC currently has eleven members serving. One member in the East Service Area Region has indicated to staff they will not seek reappointment, meaning the seat will become vacant in January 2024. One At-Large member initially declined to be considered for reappointment due to scheduling challenges but has since expressed interest (as recently as December 11, 2023) pending their ability to adjust their schedule. All five Alternate seats are currently vacant. Below is a table with the current structure, seat allocation, and membership of the CAC:

Table 1: Current CAC seat allocation and membership

Ava Service Area Region	Current CAC Seat Allocation	Current Alternate Seat Allocation
NORTH Albany, Berkeley, Oakland, Emeryville, and Piedmont	3 - Anne Olivia Eldred, Chair - Cynthia Landry - Lisa Hu	1 [Open]
EAST Dublin, Livermore, and Pleasanton	1 - Joel Liu [seat WILL become OPEN in January 2024]	1 [Open]
SOUTH Fremont, Union City, and Newark	2 - Shiva Swaminathan - Vijay Lakshman	1 [Open]
CENTRAL Hayward, San Leandro, and Alameda County Unincorporated	2 - Ernie Pacheco - Lorraine “Mickey” Souza	1 [Open]
SAN JOAQUIN COUNTY Tracy, Stockton, Lathrop	1 - Harman Ratia	1 [Open]
STOCKTON (interim)	1 [Appointment pending]	N/A
At-Large	Ed Hernandez [seat MAY become OPEN in January 2024]	N/A
At-Large	Jim Lutz	N/A

The following CAC members have confirmed to Ava staff their interest in reappointment:

Table 2: List of current CAC members seeking reappointment

CAC Member	Service Area Region	Community of Residence w/in Ava Service Area
Anne Olivia Eldred (Chair)	North	[Oakland] ²
Cynthia Landry	North	Oakland
Lisa Hu	North	Oakland
Shiva Swaminathan	South	Fremont
Vijay Lakshman	South	Fremont
Ernesto Pacheco	Central	Hayward
Lorraine “Mickey” Souza	Central	Hayward
Harman Ratia	San Joaquin	Tracy
Jim Lutz	At Large	Oakland
Ed Hernandez	At Large	San Leandro

CAC Membership Eligibility

According to the current [CAC Guide](#), qualifications for membership eligibility are defined as follows:

“Qualifications

EBCE service area resident or shall have owned or actively operated a business in [Ava’s] service area for a period of at least 5 years prior to appointment and shall do so for the entire period of appointment. Applicants will be considered with an interest in maintaining diversity of representation by geography, population, work experience and community.” (italics added)

Staff recommends the Board implement the Executive Committee’s feedback to update the CAC’s membership eligibility criteria to allow for a six-month ‘grace period’ when a member no longer resides within Ava’s service area. In effect, CAC members who move out of Ava’s service area may remain on the CAC if they return to living in the service area within six months.

Recommendation 2: CAC Guide updates

Recommendation 2(a) — Update CAC Service Area Region seat allocations: The CAC’s San Joaquin Service Area Region gains an additional, allocated seat (via the transition of Stockton’s interim CAC seat)

² Chair Eldred has informed Ava staff she currently resides outside of Ava’s service area, but has plans to return to an Oakland-based residence in late December 2023. Staff can coordinate with Chair Eldred to confirm her residency within the service area is complete within the six-month ‘grace period’ recommended by the Executive Committee at its meeting on December 6, 2023.

Pending Board approval, the CAC’s structure and seat allocations are summarized in the table below.

Table 3: Proposed CAC seat allocation w/Stockton and Lathrop included in JPA

Region	Member Jurisdictions	New JPA Vote Share	CAC Seat Allocation	Alternate Seat Allocation
North	Albany, Berkeley, Oakland, Emeryville, Piedmont	27.7%	3	1
East	Dublin, Livermore, Pleasanton	12.8%	1	1
South	Fremont, Union City, Newark	20.1%	2	1
Central	Hayward, San Leandro, Unincorporated AlCo	18.5%	2	1
San Joaquin County	Tracy, Stockton, Lathrop	20.9%	2	1
At-Large	All		1	
At-Large	All		1	
		100%	12	5

Recommendation 2(b) — At-Large member appointments: The CAC’s two (2) At-Large member appointments will be administered by Ava’s Board of Directors (instead of the Alameda County Mayors’ Conference), with a limit of two consecutive terms per member/Service Area Region in each seat

According to the current [CAC Guide](#), the CAC’s two At-Large members are to be appointed by the Alameda County Mayor’s Conference. Staff recommends changing the appointment process to be administered by Ava’s Board of Directors, like the rest of the CAC members.

The reasons behind this recommendation are both procedural and substantive. Procedurally, it has proven difficult for Ava’s staff to coordinate and align schedules with the Mayors’ Conference to make timely appointments. Substantively, with the inclusion of more San Joaquin County communities within Ava’s Joint Powers Authority and service area (e.g., the cities of Stockton and Lathrop), the Alameda County Mayors represent fewer jurisdictions served by the agency. By transitioning the CAC’s At-Large member appointments from the Mayors to the Board of Directors, the Committee’s operations and community representation will both be improved.

Alternatively, the two At-Large seats could be removed from the CAC entirely, which was a suggestion raised in previous discussions among Ava Board members, during the 8/30 Ad Hoc committee meeting and 9/20 Board of Directors meeting. Some Board members expressed concerns that the At-Large seats undermine the balance created by the CAC's regional structure (e.g. the At-Large seats would likely be filled by constituents from Oakland, since the City is larger than all other jurisdictions). However, at its December 6, 2023 meeting, the Executive Committee recommended preserving the At-Large seats, but limiting the members/Service Area Regions appointed to those seats to two (2) consecutive terms.

Recommendation 2(c) — Vacancy appointment timeline: Vacancies on the CAC will be filled on an annual basis (instead of within 90 days) from the time the vacancy occurs, unless required to achieve quorum

According to the current [CAC Guide](#), vacant CAC seats are to be filled within ninety (90) days from the time a vacancy is announced. Based on staff's experience organizing previous CAC member appointments, ninety days is an insufficient amount of time to effectively coordinate, communicate, and complete this process. Also, filling vacancies requires additional time from Board members to make the regional nominations and appointments. As such, staff recommends that vacancies be filled on an annual basis, if/when there are no longer Alternates to fill the vacant seats. If vacancies must be filled to achieve a quorum, appointments can be made sooner.

To date, all but one of the CAC's vacancies have been addressed by immediately appointing the regional alternate to fill the seat (per the CAC Guide). However, at this time, all five Alternate seats are now vacant. Ava staff is currently organizing a new appointment process to fill these seats. This process is planned for completion in February 2024.

Recommendation 2(d) — Staggering CAC member terms: CAC member terms will be staggered so that individual seat appointment cycles occur every other year

Currently, there is no provision in the [CAC Guide](#) to stagger the terms of CAC members. This risks having a complete turn-over of seats after any given term. Staff recommends staggering the terms, so approximately half of the seats' terms finish during even numbered years (e.g., 2024) and the other half in odd numbered years (e.g., 2025).

Pending Board approval, approximately half of the CAC seats will be assigned to be one- or two-year terms in 2024, to stagger the CAC members' appointment timelines. Current members, whose seats are assigned a one-year term, will be eligible to serve for an additional two-year term. It is recommended that we ask for members to volunteer for the one-year terms, then expand selection as needed.

Recommendation 2(e) — Administrative updates: Updates corresponding to staff contacts, the six-month residency ‘grace period’, and previously approved Board decisions

Lastly, staff recommends making straightforward administrative updates to the CAC Guide. These include updates related to staff contact information, as well as those needed to reflect decisions previously made by the Board since the CAC Guide was last updated (e.g. the agency name brand/name transition from EBCE to Ava Community Energy, member stipends, etc.).

Fiscal Impact

There is no new fiscal impact to approving the reappointment of eligible CAC members. The current CAC stipend budget is \$20,400, which includes the stipend to be paid to Stockton’s appointee, once their appointment is finalized. Current stipends are \$123.55 per meeting, which amounts to approximately \$1,400 per year per member, if members attend eleven meetings (i.e., one meeting per month, less the August recess).

Committee Recommendation

The Ad Hoc committee of the Board of Directors, which convened on August 30, 2023, recommended preserving the current regional CAC structure and allowing the seat allocations to adjust accordingly. With the addition of the cities of Stockton and Lathrop to Ava’s JPA, this results in the San Joaquin Service Area region gaining a CAC seat, and the South Service Area Region losing one.

On September 20th, 2023, the Board of Directors discussed the Ad Hoc committee’s recommendations, expressed general agreement with them, and asked staff to return to the Board for action on recommended next steps.

On December 6, 2023, the Executive Committee endorsed the following recommendations:

1) Approve the reappointment of current, interested CAC members (listed on Table 2 above) and update eligibility qualifications to include six-month ‘grace period’ for residency within Ava service area; and

2) Update the [CAC Guide](#) as follows:

- a. CAC Service Area Region seat allocations: The CAC’s San Joaquin Service Area Region gains an additional, allocated seat (via the transition of Stockton’s interim CAC seat), while the South Service Area Region loses one (Table 3 above);
- b. At-Large appointments: The CAC’s two (2) At-Large member appointments will be administered by Ava’s Board of Directors (instead of

- the Alameda County Mayors' Conference), with a limit of two consecutive terms per member/Service Area Region;
- c. Vacancy appointment timeline: Vacancies on the CAC will be filled on an annual basis (instead of within 90 days) from the time the vacancy occurs, unless required to achieve quorum;
 - d. Staggering CAC member terms: CAC member terms will be staggered, so individual seat appointment cycles occur every other year; and
 - e. Administrative updates: Updates corresponding to Ava staff contacts, the six-month residency 'grace period,' and previously approved Board decisions (e.g., the Ava Community Energy brand change, CAC member stipends, etc.)

Attachment

- A. A Resolution to Authorize Community Advisory Committee Reappointments and Update the Eligibility Qualifications to Include a Six-Month 'Grace Period' for Residency within Ava Service Area, and to Update the Community Advisory Committee Guide to Allocate a Seat to the San Joaquin Service Area, to Make Future At-Large Member Appointments, to Fill Vacancies Annually, to Stagger the Appointment of Seats, and Make Administrative Updates Related to Ava Staff Contacts, the Six-Month Residency 'Grace Period,' and Previously Approved Board Decisions.

RESOLUTION NO. R-2023-xx

A RESOLUTION OF THE BOARD OF DIRECTORS

OF AVA COMMUNITY ENERGY AUTHORITY TO AUTHORIZE COMMUNITY ADVISORY COMMITTEE REAPPOINTMENTS AND UPDATE ELIGIBILITY QUALIFICATIONS TO INCLUDE SIX-MONTH 'GRACE PERIOD' FOR RESIDENCY WITHIN AVA SERVICE AREA, AND TO UPDATE THE COMMUNITY ADVISORY COMMITTEE GUIDE TO ALLOCATE A SEAT TO THE SAN JOAQUIN SERVICE AREA, TO MAKE FUTURE AT-LARGE MEMBER APPOINTMENTS, TO FILL VACANCIES ANNUALLY, TO STAGGER THE APPOINTMENT OF SEATS, AND TO MAKE ADMINISTRATIVE UPDATES RELATED TO STAFF CONTACTS AND PREVIOUSLY APPROVED BOARD DECISIONS

WHEREAS The Ava Community Energy Authority ("Ava") 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 Ava and parties to the JPA in March of 2020. The city of Stockton, located in San Joaquin County was added as a member of Ava and party to the JPA in September of 2022. The city of Lathrop, located in San Joaquin County, was added as a member to Ava and party to the JPA in October of 2023. On October 24, 2023, the Authority legally adopted the name Ava Community Energy Authority, where it had previously used the name East Bay Community Energy Authority since its inception.

WHEREAS the Board of Directors approved the Community Advisory Committee ("CAC") Guide and Appointment Process ("Guide") on November 10, 2019, which outlines the committee seats, qualifications, and appointment process;

WHEREAS when the Ava service territory expanded to include the City of Tracy in San Joaquin County in 2019, staff sought direction from the Executive Committee on suggested updates to the Guide language to include the new Ava service area, committee seat qualifications, and member term lengths;

WHEREAS at the October 21, 2020, meeting, the Board of Directors approved updates to the Guide language to include the new service area, assign seats based on Ava Service Area Regions, shorten current and future member terms to two (2) years, increase the size of the Committee Advisory Committee by two (2) additional at-large seats, allocate one (1) alternate seat for each planning area, and request the Mayors' Conference fill the two (2) at-large seats;

WHEREAS at the June 21, 2023, meeting the Board of Directors approved 1) the creation of an interim CAC seat for the city of Stockton; and 2) a six-month term extension through December 2023 for all eligible and interested CAC members currently serving at that time;

WHEREAS on August 30, 2023, an Ad Hoc committee of the Board of Directors convened to consider adjusting the structure of the CAC to address the challenge of shifting seat allocations created by the addition of new jurisdictions to Ava’s JPA and service area; and the recommendation of the Ad Hoc committee was to preserve the current, regional CAC structure and allow the seat allocations to adjust accordingly;

WHEREAS on September 20, 2023, the Board of Directors expressed general agreement to follow the recommendation of the Ad Hoc committee and maintain the CAC’s current regional structure and corresponding reallocation of seats resulting from Stockton’s JPA membership; and

WHEREAS on August 30, 2023, and September 20, 2023, the Ad Hoc committee and, subsequently, the Board of Directors considered adjustments to the CAC’s two (2) At-Large seats, which included 1) direct appointment by the Board of Directors instead of by the Alameda Mayors’ Conference; or 2) removing the At-Large seats from the CAC.

WHEREAS on December 6, 2023, the Executive Committee recommended 1) preserving the CAC’s two (2) At-Large seats, while limiting the members/Service Area Regions who serve in those seats to two (2) consecutive terms; and 2) providing CAC members who move out of Ava’s service area with a six month ‘grace period’ to return to living within the service area in order to maintain membership eligibility.

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

Section 1. The Board of Directors hereby authorizes the reappointments of the following current Community Advisory Committee Members:

Ava Service Area Region	Current Member
NORTH Albany, Berkeley, Oakland, Emeryville, and Piedmont	- Anne Olivia Eldred, Chair - Lisa Hu - Cynthia Landry
EAST Dublin, Livermore, and Pleasanton	- [OPEN]
SOUTH	- Shiva Swaminathan

Fremont, Union City and Newark	- Vijay Lakshman
CENTRAL Hayward, San Leandro, and Alameda County Unincorporated	- Lorraine Souza - Ernesto Pacheco
SAN JOAQUIN COUNTY Tracy, Stockton, and Lathrop	- Harman Ratia - [City of Stockton's appointee - TBD]
At-Large	- Jim Lutz
At-Large	- Ed Hernandez

Section 2. CAC members who move out of Ava's service area may continue serving on the CAC if they return and reestablish residency in the service area within six (6) months.

Section 3. In accordance with the CAC's regional seat allocation structure, the Board of Directors authorize the transition of the City of Stockton's interim seat to an additional, allocated seat of the San Joaquin Service Area Region, resulting in the South Service Area losing an allocated seat.

Section 4. To facilitate the efficient appointment of the CAC's At-Large members, and to ensure they represent Ava's growing service area in San Joaquin County, the CAC Guide will be updated so At-Large member appointments will be made by Ava's Board of Directors, instead of the Alameda County Mayors' Conference; and individual members/Service Area Regions may not serve more than two (2) consecutive terms;

Section 5. To fill vacant CAC seats in a timely and efficient manner, the CAC Guide will be updated to require vacancies be filled on an annual basis, unless required to achieve a quorum;

Section 6. To stagger the CAC's appointment cycle, approximately half of the Committee's seats will be assigned to be one (1)- or two (2)-year terms. Current members whose seats are assigned a one (1)-year term will be eligible to serve for an additional two (2)-year term.

Section 7. To reflect updates to Ava staff contacts and previous decisions by the Board of Directors, such as the name/brand transition from EBCE to Ava Community Energy, corresponding administrative updates will be made to the CAC Guide.

ADOPTED AND APPROVED this 20th day of December, 2023.

Elisa Márquez, Chair

ATTEST:

Adrian Bankhead, Clerk of the Board



Staff Report Item 9

TO: Ava Community Energy Authority

FROM: Howard Chang, Chief Operating Officer

SUBJECT: Amend Administrative Procurement Policy

DATE: December 20, 2023

Recommendation

Adopt a Resolution to amend the Administrative Procurement Policy.

Background and Discussion

On February 7, 2018, the Board of Directors approved a Resolution adopting an Administrative Procurement Policy. The policy was most recently amended and restated on June 21, 2023. Staff worked with General Counsel to make necessary and appropriate changes to the policy.

This Amendment clarifies the following:

- Memorializes the name change to Ava Community Energy throughout the document,
- Amends Section IX removing references to signing authority related to Power Purchase Agreements, as this is governed by a separate Policy, the Risk Management Policy, and
- Includes additional language on competitive bidding and prevailing wages related to Public Works Projects in two sections.

Fiscal Impact

There is no anticipated fiscal impact associated with these amendments.

Committee Recommendation

Ava's Energy Risk Oversight Committee approved staff proposed transaction authorities for power in August 2023. The Administrative Procurement Policy needs to be amended to ensure consistency.

Attachments

- A. Resolution to Amend the Administrative Procurement Policy
- B. Amended and Restated Procurement Policy (with redline changes from previous version)
- C. Amended and Restated Procurement Policy (Clean)

RESOLUTION NO. R-2023-XX
A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE AVA COMMUNITY ENERGY AUTHORITY TO ADOPT AN AMENDED AND
RESTATED ADMINISTRATIVE PROCUREMENT POLICY 1.10

WHEREAS The Ava Community Energy Authority (“Ava”) 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 Ava and parties to the JPA in March of 2020. The city of Stockton, located in San Joaquin County was added as a member of Ava and party to the JPA in September of 2022. The city of Lathrop, located in San Joaquin County, was added as a member to Ava and party to the JPA in October of 2023. On October 24, 2023, the Authority legally adopted the name Ava Community Energy Authority, where it had previously used the name East Bay Community Energy Authority since its inception.

WHEREAS Ava seeks to amend various sections of the Administrative Procurement Policy;

WHEREAS on February 7, 2018, the Board approved an Administrative Procurement Policy. On March 18, 2022, the Board approved an Amended and Restated Administrative Procurement Policy 1.8. On June 21, 2023, the Board approved an Amended and Restated Administrative Procurement Policy 1.9; and

WHEREAS it would be useful to make certain clarifications and adjustments in order to continue to facilitate efficient business operations.

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

Section 1. The Board hereby adopts the Eighth Amended and Restated Administrative Procurement Policy, attached as Exhibit A and listed as Policy # 1.10, which makes clarifications regarding: the correct name of the Authority, removes references to signing authority related to Power Purchase Agreements, as this is governed by a separate Policy, the Risk Management Policy and includes additional language in Section VIII related to prevailing wages and prevailing wages thresholds.

ADOPTED AND APPROVED this 20th day of December, 2023.

Elisa Márquez, Chair

ATTEST:

Adrian Bankhead, Clerk of the Board



SEVENTH-EIGHTH AMENDED AND RESTATED ADMINISTRATIVE PROCUREMENT POLICY

Policy Number 1.109

~~June 21, 2023~~ December 20, 2023

Agenda Item #8

Resolution Number R-2023-30

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I. PURPOSE

It is in the interest of East Bay-Ava Community Energy (“EBCEAva”) to establish administrative procurement practices that facilitate efficient business operations and provide fair compensation and local workforce opportunities whenever possible within a framework of high quality, competitive service offerings.

II. TYPES OF CONTRACTS

1. Contracts for Goods and Non-Professional Services. As used in this policy, “General Contractual Services” means:
 - 1.1. Any and all supplies, articles, equipment, or personal property furnished to or used by an organizational unit of EBCEAva; and
 - 1.2. Most types of services, excluding professional services as defined below, under which the contractor provides services which are required by EBCEAva, but not furnished by the EBCEAva’s own employees.
2. Contracts for Professional Services. As used in this policy, “Professional Services” means:
 - 2.1. The services of attorneys, physicians, architects, engineers, consultants, auditors, or other individuals or organizations possessing a high degree of professional, unique specialized technical skill or expertise, not always adaptable to competitive bidding. Professional Services are not considered General Contractual Services for the purpose of these procurement procedures.
3. Power Procurement Contracts
 - 3.1. Contracts for energy (also known as Power Purchase Agreements or PPAs) or energy related products ~~shall be subject to the requirements and signing authorities set out in Section IX of this are addressed in the Risk Management Policy/Power Procurement Purchase Agreement Policy/Policy.~~
4. All Contracts

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- 4.2. No [EBCEAva](#) employee, official, or director shall split purchases into more than one purchase in order to avoid the procurement requirements in this policy. Splitting purchases does not allow for a competitive marketplace, increases administrative workflow, and may create ethical issues.
- 4.3. No [EBCEAva](#) employee, officer, or Director shall accept, directly or indirectly, any gift, rebate, money or anything else of value from any person or entity if such gift, rebate, money or anything of value is intended, or appears, to reward or be an inducement for conducting business, placing orders with, or otherwise using the employee's position to secure an agreement with [EBCEAva](#).
- 4.4. Prior to signing any agreement for General Contractual Services or Professional Services, the individual signing shall ensure all of the following:
- 4.4.1. The contract compensation has been budgeted for in the current [EBCEAva](#) budget;
- 4.4.2. That adequate funds have been appropriated by the Board;
- 4.4.3. That such funds are unexpended and unencumbered sufficient to pay the expense of the contract; and
- 4.4.4. That any agreement for General Contractual Services or Professional Services for an amount of \$5,000 or more in one calendar year has been approved as to form and content by the General Counsel or his/her designee, except when the CEO, COO, CIO, or designee may, in his or her discretion, authorize the execution of standard form consumer agreements, where [EBCEAva](#) is in a similar position as other consumers in the market, related to widely marketed products and where the vendor has stated they are not open to negotiation, including, but not limited to, credit card agreements, and standard consumer license agreements for widely marketed software such as Microsoft Office, or other similar agreements.
- 4.5. [EBCEAva](#) shall report on all new contracts, regardless of scope or contract value, at each Board meeting, except non-disclosure agreements, ~~and~~ personnel contracts, and Power Purchase Agreements. Unless subject to the attorney client privilege or some other legal protection, as a public agency, [EBCEAva](#) shall release all public records, including contracts, as required by the Public Records Act.
- 4.6. Agreements with existing vendors may be amended and/or extended to allow for the continuation of services for no more than a total term of five (5) years. Such amendments/extensions are subject to the applicable signing authority identified in Tables 1-4 based on the total dollar amount of the agreement.
- 4.7. The CEO may suspend the requirements of Section III (General Contractual Services Procurement) or Section V (Professional Services Procurement) for any agreement. Furthermore, the COO may suspend the requirements of Section III or Section V for any agreement they would otherwise have the authority to sign. However, all agreements for which the required procurement procedures have been suspended pursuant to this Section II. 4.7 must be approved by the Chair and Vice Chair of the Board of Directors and must comply with signing authority restrictions identified in Section III, Table 2, and Section V, Table 4.

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5. Promotional Items and Bulk Purchases

5.1. The purchase of office supplies, promotional items, and similarly low risk goods bought in bulk online or otherwise are subject to the relevant procurement methods identified in Section III, but do not require a Consulting Services Agreement or other agreement.

45.1.1 For the purpose of defining “office supplies” as it relates to procurement, the meaning is understood to be “a consumable item/product used regularly in an office environment to perform departmental personnel’s daily work assignments.” Office Supplies to include but are not limited to: Pens, Pencils, Markers, Note Pads, Composition/Theme Books, Post-It-Notes, Paper (other than for copier,), Index Cards, Labels, File Folders, File Organizers, Envelopes, Staplers, Scissors, Tape, Pushpins, Binders, Binder Index Systems, Paper Clips, Rubber bands, and Computer Hardware (excluding any software or subscription services)..

6. Combined Services and Purchases.

6.1. Where an agreement combines services with the purchase of supplies as defined in Section 5 above, the expenditure related to purchase of supplies shall be calculated separately from the expenditure related to the services provided for the purpose of determining approval authority under this Policy.



GENERAL CONTRACTUAL SERVICES PROCUREMENT

1. Procurement Method

1.1. Table 1 indicates the appropriate procurement method for the purchase of General Contractual Services of certain dollar amounts.

~~4.4.1.2.~~ Where applicable, California state law requirements for competitive bidding or public works contracting shall be followed. Such requirements may include, but are not limited to competitive bidding or informal requirements for public works construction projects and prevailing wages requirements. ~~(For~~

~~4.2.1.3.~~ Nothing in this section prohibits the use of a more stringent procurement method than the one indicated by Table 1. At his or her discretion, the CEO may direct that an agreement for General Contractual Services is awarded through the Formal Bidding Procedures described herein.

Table 1

PROCUREMENT METHOD	DOLLAR AMOUNT per FISCAL YEAR	ADDITIONAL REQUIREMENTS
Formal Bidding Procedure	> \$100,000	RFP/RFQ
Solicit 3 written quotes; may be in electronic format	\$50,000 - \$100,000	Quotes must include provider's name, address, phone number, professional license number, if applicable
Solicit 3 verbal quotes	\$10,000 - \$49,999.99	Staff shall note quotes by including the providers' name, address, phone number and amount of the verbal proposal in EBCEAva's records
No solicitation necessary	< \$10,000	Seek the lowest price for the highest quality
Purchase Order Can Be Used	<\$5,000	* A contract is not required for the purchase of goods or low-risk off-site services under \$5,000

2. Signing Authority

2.1. Table 2 indicates the appropriate signing authority for the purchase of General Contractual Services of certain dollar amounts.

2.2. Nothing in this section prohibits EBCEAva staff from seeking approval of a more senior signing authority than is permitted by this policy.

Table 2

SIGNING AUTHORITY	DOLLAR AMOUNT per FISCAL YEAR	CONTRACT TYPE
Board Approval	> \$100,000	All contracts
Chief Executive Officer, or his/her designee	\$0 - \$100,000	All contracts
General Counsel	\$0-\$50,000	All contracts related to the activities or functions of the Office of the General Counsel

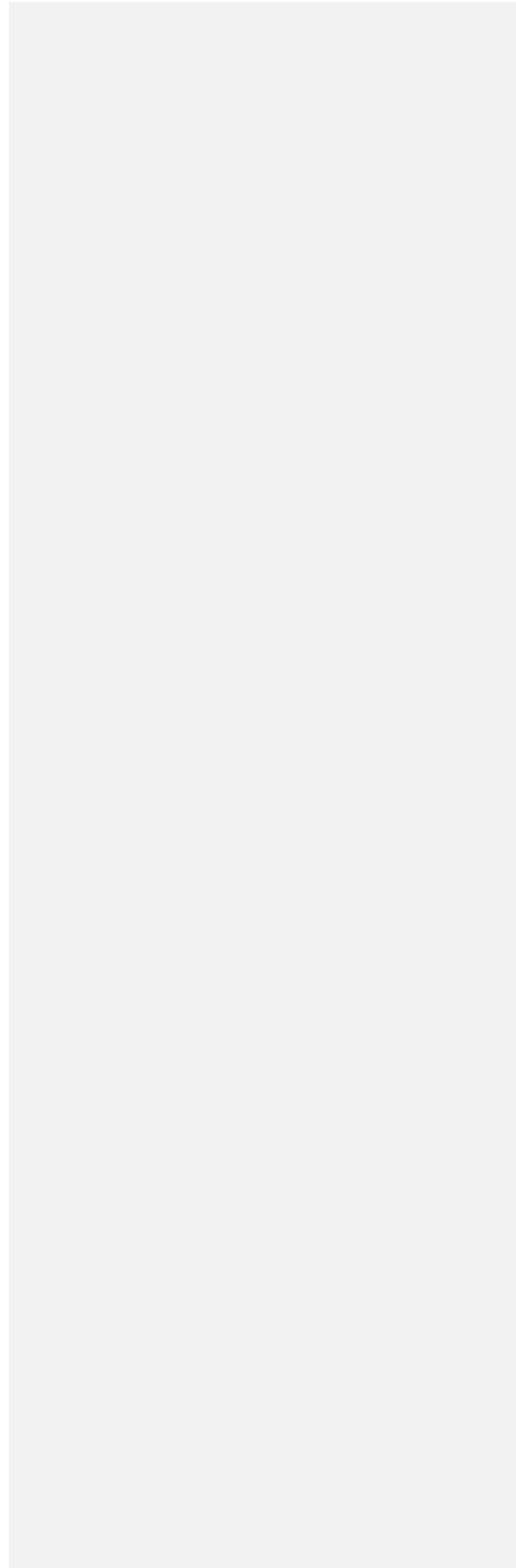


Community
Energy

Chief Operating Officer

\$0-\$25,000

All contracts related to the activities or functions of the Office of the COO





Chief Information Officer	\$0-\$15,000	All contracts related to the activities or functions of the Office of the Chief Information Officer
Senior Director or Vice President	\$0-\$10,000	All contracts whose object or purpose is related to the activities or functions of that Senior Director or Vice President
Director	\$0-\$5,000	All contracts whose object or purpose is related to the activities or functions of that Director

III. FORMAL RFP/RFQ PROCEDURES

Except as otherwise specifically directed in writing by the CEO, agreements for the purchase of General Contractual Services for a total amount that exceeds \$100,000 per fiscal year shall be procured as follows:

1. Formal RFP/RFQ Invitations. Invitations to participate in the Request for Proposal/Request for Qualifications (RFP/RFQ) process shall include a general description of the supplies or services sought by [EBCEAva](#), and shall specify the time, place and date for opening responses.
2. Evaluation. Proposals received through a competitive solicitation shall be subject to a set of criteria and a scoring system, reviewed and evaluated by relevant [EBCEAva](#) staff and an evaluation committee selected by the relevant staff, CEO, COO or General Counsel, or at the discretion of the Board, members of a designated Board subcommittee.
3. Selected Respondent. "Selected Respondent" as used in this policy shall mean that respondent who best responds in price, quality, service, fitness, or capacity to the particular requirements of [EBCEAva](#). Price alone shall not be the determining factor but shall be considered along with other factors, including but not limited to the following:
 - 3.1. [EBCEAva](#) seeks to support companies and contractors that reflect its values and has identified four vendor/contractor categories that shall be given special consideration during bid evaluation and selection. In competitive solicitations, these categories shall receive bonus percentages/points ranging from 2.5% - 5% for a maximum bonus total of 12.5% in a bid scoring process:
 - 3.1.1 Businesses within Service Territory: [EBCEAva](#) desires to support business within its service territory. Businesses with office(s) located in [EBCEAva](#)'s service territory and businesses that have at least 25% of their workforce who reside in [EBCEAva](#)'s service territory shall receive a bonus equal to 5% or 5 points out of a 100-point scoring system in competitive solicitations.
 - 3.1.2 Union Labor: [EBCEAva](#) desires to support the use of union labor where possible. [EBCEAva](#) shall make its best effort to work with unionized contractors and subcontractors in the provision of goods and services to [EBCEAva](#). Businesses who use union labor and/or unionized contractors shall receive a bonus equal to 2.5% or 2.5 points out of a 100-point scoring system in competitive solicitations.
 - 3.1.3 Disabled Veteran Business Enterprises: [EBCEAva](#) desires to support Disabled Veteran Business Enterprises (DVBEs). Businesses that are registered with the California Department of General Services as a DVBE shall receive a bonus equal to 2.5% or 2.5 points out of a 100-point scoring system in competitive solicitations.



3.1.4 Disadvantaged Communities: EBCEAva desires to support businesses located in a Disadvantaged Community (DAC) as identified by the California Environmental Protection Agency’s (CalEPA) CalEnviroScreen Tool. Businesses with a primary office (i.e. where work is primarily conducted for EBCEAva) located in a DAC, as determined by the latest version of the Tool at the time, shall receive a bonus equal to 2.5% or 2.5 points out of a 100-point scoring system in competitive solicitations.

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3.2. EBCEAva is committed to the highest standards of responsible behavior and integrity in all of its business relationships. EBCEAva will consider a company’s business practices, environmental track record, and commitment to fair employment practices and compensation in its procurement decisions.

3.3. Award of Contract. EBCEAva shall award the contract to purchase goods or services to the Selected Respondent, unless such an award would be prohibited by California law.

IV. PROFESSIONAL SERVICES PROCUREMENT

1. Procurement Method

- 1.1. Table 3 indicates the appropriate procurement method for the purchase of Professional Services of certain dollar amounts.
- 1.2. Nothing in this section prohibits the use of a more stringent procurement method than the one indicated by Table 3. At his or her discretion, the CEO may direct that an agreement for Professional Services is awarded through the Formal Bidding Procedures described herein.

Table 3

PROCUREMENT METHOD	DOLLAR AMOUNT per FISCAL YEAR	ADDITIONAL REQUIREMENTS
Solicit 3 written quotes; may be in electronic format	\$50,000 and above	Proposal must include provider’s name, address, phone number, professional license number, if applicable
Solicit 3 verbal quotes	\$10,000 - \$49,999.99	Staff shall note quotes by including the providers’ name, address, phone number and amount of the verbal proposal in EBCEAva’s records
No solicitation is necessary	\$0 - \$10,000	Seek the lowest price for the highest quality

2. Signing Authority

- 2.1. Table 4 indicates the appropriate signing authority for an agreement for Professional Services of certain dollar amounts.
- 2.2. Nothing in this section prohibits EBCEAva staff from seeking approval of a more senior signing authority than is permitted by this policy.



Table 4

SIGNING AUTHORITY	DOLLAR AMOUNT per Fiscal Year	CONTRACT TYPE
Board Approval	> \$100,000	All contracts
Chief Executive Officer, or his/her designee	\$0 - \$100,000	All contracts
General Counsel	\$0-\$50,000	All contracts related to the activities or functions of the Office of the General Counsel
Chief Operating Officer	\$0-\$25,000	All contracts related to the activities or functions of the Office of the COO
Chief Information Officer	\$0-\$15,000	All contracts related to the activities or functions of the Office of the Chief Information Officer
Senior Director or Vice President	\$0-\$10,000	All contracts whose object or purpose is related to the activities or functions of that Senior Director or Vice President
Director	\$0-\$5,000	All contracts whose object or purpose is related to the activities or functions of that Director

V. SOLE SOURCE PROCUREMENT

1. Under some circumstances, [EBCEAva](#) competitive solicitation requirements may be dispensed with when the goods or services are only available from one source either because the brand or trade name article, goods, or product or proprietary service is the only one which will properly meet the needs of the [EBCEAva](#) or the item or service is unique and available only from a sole source.
2. Sole source purchasing, whereby the procurement methods identified in Tables 1-4 are not required, is authorized when the goods or services contemplated are only able to be performed by a sole provider, such as the holder of an exclusive patent or franchise, for the purchase of unique or innovative goods or services including but not limited to computer software and technology, or for purchases of goods or services when there is a demonstrated need for compatibility with an existing item or service used by [EBCEAva](#).
3. A sole source may be designated when it is apparent that a needed product or service is uniquely available from the source, or for all practical purposes, it is justifiably in the best interest of [EBCEAva](#).
4. The following factors are not sufficient to justify a sole source procurement:
 - 4.1. Personal preference for product or vendor
 - 4.2. Cost
 - 4.3. Vendor performance
 - 4.4. Local service (this may be considered an award factor in competitive bidding)
 - 4.5. Features that exceed the minimum requirements for the goods or services



VI. EMERGENCY PROCUREMENT

1. In the event of an emergency, the CEO may suspend the normal purchasing and procurement requirements for goods and services related to abatement of the impacts or effects of the emergency.
2. An emergency is deemed to exist in the following circumstances:
 - 2.1. There is an unexpected occurrence requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services, including the provision of energy or power to ~~EBCE~~Ava customers; or
 - 2.2. There is immediate need to prepare for national or local defense; or
 - 2.3. There is a breakdown in infrastructure or an essential service which requires the immediate purchase of supplies or contractual services to protect the public health, or safety or property; or
 - 2.4. A local emergency or disaster has been declared.

VII. COOPERATIVE PURCHASING

1. The procurement methods identified in Table 1 -4 shall not be required when the contract for goods or services will be provided by another governmental agency.
2. ~~EBCE~~Consistent with state law, Ava may adopt another governmental agency's agreement with a contractor ("Piggyback Agreement") as its own without adhering to the procurement methods identified in Table 1-4 if that Piggyback Agreement is the product of the respective governmental agency's formal competitive solicitation process, provided that that agency's procurement is not in conflict with California law.

VIII. PUBLIC PROJECTS

1. Uniform Public Construction Cost Accounting Act. ~~EBCE~~Ava adheres to the alternative bidding procedures provided by the Uniform Public Construction Cost Accounting Act, California Public Contract Code section 22000 et seq. (UPCCAA) Public projects (as defined in Section 22002 of the California Public Contract Code) that do not exceed the dollar limits in Section 22032(b) of the Public Contract Code (as such limits currently exist or may subsequently be amended), may be let to contract by informal procedures as set forth in the UPCCAA.
- ~~4.2.~~ Contracts for construction, alteration, demolition, installation, repair work, or maintenance exceeding \$1,000 in value shall require contractor compliance with Labor Code Section 1720, including the requirement that a contractor pay prevailing wages. Note: Contracts for installation of furniture or equipment onto the premises (such as installation of cubicles or hanging of monitors or screens) in excess of this amount require the payment of prevailing wages.-
- ~~2.3.~~ At the time of the adoption of this Policy, the UPCCAA applied to the following types of projects:
 - ~~2.4.3.1.~~ Public projects include construction, reconstruction, erection, alteration, renovation, improvement, demolition, and repair work involving any publicly owned, leased, or operated facility. This includes painting or repainting of any publicly owned, leased, or operated facility.

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2.2.3.2 Public projects up to \$60,000¹ may be performed by [EBCEAva](#) employees, by negotiated contract, or by purchase order pursuant to the UPCCAA.

2.3.3.3 Public projects up to \$200,000² may be contracted using informal procedures as set forth in the UPCCAA.

3.4 Pre-Qualified List. A list of contractors may be developed and maintained in accordance with the provisions of Section 22034 of the Public Contract Code and criteria promulgated from time to time by the California Uniform Construction Cost Accounting Commission (CUCCAC).

4.5 Notice.

4.4.5.1 Where a public project is to be performed, a notice inviting informal bids shall be mailed, faxed, or emailed not less than ten (10) days before bids are due to all contractors for the category of work to be bid as shown on the Pre-Qualified list developed in accordance with this Section IV, and to all construction trade journals as specified by the CUCCAC in accordance with Section 22036 of the Public Contract Code. Additional contractors and/or construction trade journals may be notified at the discretion of the department soliciting bids, provided, however; if there is no list of qualified contractors maintained by [EBCEAva](#) for the particular category of work to be performed, the notice inviting bids shall be sent only to the construction trade journals specified by the CUCCAC.

4.2.5.2 The notice inviting informal bids shall describe the project in general terms and how to obtain more detailed information about the project and state the time and place for the submission of bids.

5.6 Award of Contract. The CEO and his or her designee is authorized to award public project contracts, subject to the signing authority permitted by Table 5. Nothing in this section prohibits [EBCEAva](#) staff from seeking approval of a more senior signing authority than is permitted by this policy.

Table 5

SIGNING AUTHORITY	DOLLAR AMOUNT per fiscal year
Executive Committee of the Board of Directors or Board of Directors Approval	> \$100,000
Chief Executive Officer, or his/her designee	\$0 - \$100,000
General Counsel	\$0-\$50,000
Chief Operating Officer	\$0-\$25,000
Senior Director or Vice President	\$0-\$10,000

¹ As may be amended from time to time. Current dollar amount should be confirmed. See https://www.sco.ca.gov/ard_cuccac.html.

² As may be amended from time to time. Current dollar amount should be confirmed. See https://www.sco.ca.gov/ard_cuccac.html



Director	\$0-\$5,000
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IX. PROCUREMENT OF POWER

~~EBCEAva must secure sufficient power resources and energy attributes to serve its customers, comply with State law and meet EBCEAva's and its member agencies' goals. The Procurement of Power will be governed by Ava's Risk Management Policy. The Board shall approve the form of all master power purchase agreements. The signing authority in Section 4 shall not apply to power and energy attribute procurement. The following EBCE staff shall be authorized to enter into power purchase agreements and other agreements to secure power and energy attributes providing such agreements are in substantially the same form as the Board approved master power purchase agreements, and that all transactions and agreements are in strict compliance with EBCE's Risk Management Policy:~~

1.

- ~~4.1. The CEO is authorized to enter into agreements in accordance to the approved Risk Management Policy.~~
- ~~4.2. The COO is authorized to enter into agreements in accordance to the approved Risk Management Policy, provided that transactions shall not be over two years in duration and \$10,000,000 in total compensation.~~
- ~~4.3. The Director of Power Resources is authorized to enter into agreements in accordance to the approved Risk Management Policy, provided that transactions shall not be over one year in duration and not be over \$2,000,000 in compensation.~~
- ~~4.4. With dual signatures, the COO and Director of Power Resources are authorized to enter into agreements with equivalent authority as the CEO in accordance with the approved Risk Management Policy.~~

X. MISCELLANEOUS

- 1. The following signing authorities shall apply, after review and approval of the named agreements by the General Counsel, or his/her designee, except where in conflict with the Joint Powers Agreement, state, or federal law:
 - 1.1. Non-Disclosure Agreements – Director level and above,
 - 1.2. Banking and Treasury Administration – COO level and above, and
 - 1.3. Release of Liability and Indemnification – Director level and above

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EIGHTH AMENDED AND RESTATED ADMINISTRATIVE PROCUREMENT POLICY

Policy Number 1.10

December 20, 2023

Agenda Item #

Resolution Number #

I. PURPOSE

It is in the interest of Ava Community Energy (“Ava”) to establish administrative procurement practices that facilitate efficient business operations and provide fair compensation and local workforce opportunities whenever possible within a framework of high quality, competitive service offerings.

II. TYPES OF CONTRACTS

1. Contracts for Goods and Non-Professional Services. As used in this policy, “General Contractual Services” means:
 - 1.1. Any and all supplies, articles, equipment, or personal property furnished to or used by an organizational unit of Ava; and
 - 1.2. Most types of services, excluding professional services as defined below, under which the contractor provides services which are required by Ava, but not furnished by the Ava’s own employees.
2. Contracts for Professional Services. As used in this policy, “Professional Services” means:
 - 2.1. The services of attorneys, physicians, architects, engineers, consultants, auditors, or other individuals or organizations possessing a high degree of professional, unique specialized technical skill or expertise, not always adaptable to competitive bidding. Professional Services are not considered General Contractual Services for the purpose of these procurement procedures.
3. Power Procurement Contracts
 - 3.1. Contracts for energy (also known as Power Purchase Agreements or PPAs) or energy related products are addressed in the Risk Management Policy.
4. All Contracts
 - 4.1. When procuring goods and services utilizing federal funds (e.g. grant funds), Ava shall comply with all federal project requirements and Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. (See 2 CFR § 200)



- 4.2. No Ava employee, official, or director shall split purchases into more than one purchase in order to avoid the procurement requirements in this policy. Splitting purchases does not allow for a competitive marketplace, increases administrative workflow, and may create ethical issues.
- 4.3. No Ava employee, officer, or Director shall accept, directly or indirectly, any gift, rebate, money or anything else of value from any person or entity if such gift, rebate, money or anything of value is intended, or appears, to reward or be an inducement for conducting business, placing orders with, or otherwise using the employee's position to secure an agreement with Ava.
- 4.4. Prior to signing any agreement for General Contractual Services or Professional Services, the individual signing shall ensure all of the following:
 - 4.4.1. The contract compensation has been budgeted for in the current Ava budget;
 - 4.4.2. That adequate funds have been appropriated by the Board;
 - 4.4.3. That such funds are unexpended and unencumbered sufficient to pay the expense of the contract; and
 - 4.4.4. That any agreement for General Contractual Services or Professional Services for an amount of \$5,000 or more in one calendar year has been approved as to form and content by the General Counsel or his/her designee, except when the CEO, COO, CIO, or designee may, in his or her discretion, authorize the execution of standard form consumer agreements, where Ava is in a similar position as other consumers in the market, related to widely marketed products and where the vendor has stated they are not open to negotiation, including, but not limited to, credit card agreements, and standard consumer license agreements for widely marketed software such as Microsoft Office, or other similar agreements.
- 4.5. Ava shall report on all new contracts, regardless of scope or contract value, at each Board meeting, except non-disclosure agreements, personnel contracts, and Power Purchase Agreements. Unless subject to the attorney client privilege or some other legal protection, as a public agency, Ava shall release all public records, including contracts, as required by the Public Records Act.
- 4.6. Agreements with existing vendors may be amended and/or extended to allow for the continuation of services for no more than a total term of five (5) years. Such amendments/extensions are subject to the applicable signing authority identified in Tables 1-4 based on the total dollar amount of the agreement.
- 4.7. The CEO may suspend the requirements of Section III (General Contractual Services Procurement) or Section V (Professional Services Procurement) for any agreement. Furthermore, the COO may suspend the requirements of Section III or Section V for any agreement they would otherwise have the authority to sign. However, all agreements for which the required procurement procedures have been suspended pursuant to this Section II. 4.7 must be approved by the Chair and Vice Chair of the Board of Directors and must comply with signing authority restrictions identified in Section III, Table 2, and Section V, Table 4.



5. Promotional Items and Bulk Purchases

- 5.1. The purchase of office supplies, promotional items, and similarly low risk goods bought in bulk online or otherwise are subject to the relevant procurement methods identified in Section III, but do not require a Consulting Services Agreement or other agreement.

4.1.1 For the purpose of defining “office supplies” as it relates to procurement, the meaning is understood to be “a consumable item/product used regularly in an office environment to perform departmental personnel’s daily work assignments.” Office Supplies to include but are not limited to: Pens, Pencils, Markers, Note Pads, Composition/Theme Books, Post-It-Notes, Paper (other than for copier.), Index Cards, Labels, File Folders, File Organizers, Envelopes, Staplers, Scissors, Tape, Pushpins, Binders, Binder Index Systems, Paper Clips, Rubber bands, and Computer Hardware (excluding any software or subscription services)..

6. Combined Services and Purchases.

- 6.1. Where an agreement combines services with the purchase of supplies as defined in Section 5 above, the expenditure related to purchase of supplies shall be calculated separately from the expenditure related to the services provided for the purpose of determining approval authority under this Policy.



GENERAL CONTRACTUAL SERVICES PROCUREMENT

1. Procurement Method

- 1.1. Table 1 indicates the appropriate procurement method for the purchase of General Contractual Services of certain dollar amounts.
- 1.2. Where applicable, California state law requirements for competitive bidding or public works contracting shall be followed. Such requirements may include, but are not limited to competitive bidding or informal requirements for public works construction projects and prevailing wages requirements.
- 1.3. Nothing in this section prohibits the use of a more stringent procurement method than the one indicated by Table 1. At his or her discretion, the CEO may direct that an agreement for General Contractual Services is awarded through the Formal Bidding Procedures described herein.

Table 1

PROCUREMENT METHOD	DOLLAR AMOUNT per FISCAL YEAR	ADDITIONAL REQUIREMENTS
Formal Bidding Procedure	> \$100,000	RFP/RFQ
Solicit 3 written quotes; may be in electronic format	\$50,000 - \$100,000	Quotes must include provider's name, address, phone number, professional license number, if applicable
Solicit 3 verbal quotes	\$10,000 - \$49,999.99	Staff shall note quotes by including the providers' name, address, phone number and amount of the verbal proposal in Ava's records
No solicitation necessary	< \$10,000	Seek the lowest price for the highest quality
Purchase Order Can Be Used	<\$5,000	* A contract is not required for the purchase of goods or low-risk off-site services under \$5,000

2. Signing Authority

- 2.1. Table 2 indicates the appropriate signing authority for the purchase of General Contractual Services of certain dollar amounts.
- 2.2. Nothing in this section prohibits Ava staff from seeking approval of a more senior signing authority than is permitted by this policy.

Table 2

SIGNING AUTHORITY	DOLLAR AMOUNT per FISCAL YEAR	CONTRACT TYPE
Board Approval	> \$100,000	All contracts
Chief Executive Officer, or his/her designee	\$0 - \$100,000	All contracts
General Counsel	\$0-\$50,000	All contracts related to the activities or functions of the Office of the General Counsel



Chief Operating Officer	\$0-\$25,000	All contracts related to the activities or functions of the Office of the COO
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Chief Information Officer	\$0-\$15,000	All contracts related to the activities or functions of the Office of the Chief Information Officer
Senior Director or Vice President	\$0-\$10,000	All contracts whose object or purpose is related to the activities or functions of that Senior Director or Vice President
Director	\$0-\$5,000	All contracts whose object or purpose is related to the activities or functions of that Director

III. FORMAL RFP/RFQ PROCEDURES

Except as otherwise specifically directed in writing by the CEO, agreements for the purchase of General Contractual Services for a total amount that exceeds \$100,000 per fiscal year shall be procured as follows:

1. **Formal RFP/RFQ Invitations.** Invitations to participate in the Request for Proposal/Request for Qualifications (RFP/RFQ) process shall include a general description of the supplies or services sought by Ava, and shall specify the time, place and date for opening responses.
2. **Evaluation.** Proposals received through a competitive solicitation shall be subject to a set of criteria and a scoring system, reviewed and evaluated by relevant Ava staff and an evaluation committee selected by the relevant staff, CEO, COO or General Counsel, or at the discretion of the Board, members of a designated Board subcommittee.
3. **Selected Respondent.** "Selected Respondent" as used in this policy shall mean that respondent who best responds in price, quality, service, fitness, or capacity to the particular requirements of Ava. Price alone shall not be the determining factor but shall be considered along with other factors, including but not limited to the following:
 - 3.1. Ava seeks to support companies and contractors that reflect its values and has identified four vendor/contractor categories that shall be given special consideration during bid evaluation and selection. In competitive solicitations, these categories shall receive bonus percentages/points ranging from 2.5% - 5% for a maximum bonus total of 12.5% in a bid scoring process:
 - 3.1.1 **Businesses within Service Territory:** Ava desires to support business within its service territory. Businesses with office(s) located in Ava's service territory and businesses that have at least 25% of their workforce who reside in Ava's service territory shall receive a bonus equal to 5% or 5 points out of a 100-point scoring system in competitive solicitations.
 - 3.1.2 **Union Labor:** Ava desires to support the use of union labor where possible. Ava shall make its best effort to work with unionized contractors and subcontractors in the provision of goods and services to Ava. Businesses who use union labor and/or unionized contractors shall receive a bonus equal to 2.5% or 2.5 points out of a 100-point scoring system in competitive solicitations.
 - 3.1.3 **Disabled Veteran Business Enterprises:** Ava desires to support Disabled Veteran Business Enterprises (DVBEs). Businesses that are registered with the California Department of General Services as a DVBE shall receive a bonus equal to 2.5% or 2.5 points out of a 100-point scoring system in competitive solicitations.



3.1.4 Disadvantaged Communities: Ava desires to support businesses located in a Disadvantaged Community (DAC) as identified by the California Environmental Protection Agency's (CalEPA) CalEnviroScreen Tool. Businesses with a primary office (i.e. where work is primarily conducted for Ava) located in a DAC, as determined by the latest version of the Tool at the time, shall receive a bonus equal to 2.5% or 2.5 points out of a 100-point scoring system in competitive solicitations.

- 3.2. Ava is committed to the highest standards of responsible behavior and integrity in all of its business relationships. Ava will consider a company's business practices, environmental track record, and commitment to fair employment practices and compensation in its procurement decisions.
- 3.3. Award of Contract. Ava shall award the contract to purchase goods or services to the Selected Respondent, unless such an award would be prohibited by California law.

IV. PROFESSIONAL SERVICES PROCUREMENT

1. Procurement Method

- 1.1. Table 3 indicates the appropriate procurement method for the purchase of Professional Services of certain dollar amounts.
- 1.2. Nothing in this section prohibits the use of a more stringent procurement method than the one indicated by Table 3. At his or her discretion, the CEO may direct that an agreement for Professional Services is awarded through the Formal Bidding Procedures described herein.

Table 3

PROCUREMENT METHOD	DOLLAR AMOUNT per FISCAL YEAR	ADDITIONAL REQUIREMENTS
Solicit 3 written quotes; may be in electronic format	\$50,000 and above	Proposal must include provider's name, address, phone number, professional license number, if applicable
Solicit 3 verbal quotes	\$10,000 - \$49,999.99	Staff shall note quotes by including the providers' name, address, phone number and amount of the verbal proposal in Ava's records
No solicitation is necessary	\$0 - \$10,000	Seek the lowest price for the highest quality

2. Signing Authority

- 2.1. Table 4 indicates the appropriate signing authority for an agreement for Professional Services of certain dollar amounts.
- 2.2. Nothing in this section prohibits Ava staff from seeking approval of a more senior signing authority than is permitted by this policy.

**Table 4**

SIGNING AUTHORITY	DOLLAR AMOUNT per Fiscal Year	CONTRACT TYPE
Board Approval	> \$100,000	All contracts
Chief Executive Officer, or his/her designee	\$0 - \$100,000	All contracts
General Counsel	\$0-\$50,000	All contracts related to the activities or functions of the Office of the General Counsel
Chief Operating Officer	\$0-\$25,000	All contracts related to the activities or functions of the Office of the COO
Chief Information Officer	\$0-\$15,000	All contracts related to the activities or functions of the Office of the Chief Information Officer
Senior Director or Vice President	\$0-\$10,000	All contracts whose object or purpose is related to the activities or functions of that Senior Director or Vice President
Director	\$0-\$5,000	All contracts whose object or purpose is related to the activities or functions of that Director

V. SOLE SOURCE PROCUREMENT

1. Under some circumstances, Ava competitive solicitation requirements may be dispensed with when the goods or services are only available from one source either because the brand or trade name article, goods, or product or proprietary service is the only one which will properly meet the needs of the Ava or the item or service is unique and available only from a sole source.
2. Sole source purchasing, whereby the procurement methods identified in Tables 1-4 are not required, is authorized when the goods or services contemplated are only able to be performed by a sole provider, such as the holder of an exclusive patent or franchise, for the purchase of unique or innovative goods or services including but not limited to computer software and technology, or for purchases of goods or services when there is a demonstrated need for compatibility with an existing item or service used by Ava.
3. A sole source may be designated when it is apparent that a needed product or service is uniquely available from the source, or for all practical purposes, it is justifiably in the best interest of Ava.
4. The following factors are not sufficient to justify a sole source procurement:
 - 4.1. Personal preference for product or vendor
 - 4.2. Cost
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 - 4.4. Local service (this may be considered an award factor in competitive bidding)
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VI. EMERGENCY PROCUREMENT

1. In the event of an emergency, the CEO may suspend the normal purchasing and procurement requirements for goods and services related to abatement of the impacts or effects of the emergency.
2. An emergency is deemed to exist in the following circumstances:
 - 2.1. There is an unexpected occurrence requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services, including the provision of energy or power to Ava customers; or
 - 2.2. There is immediate need to prepare for national or local defense; or
 - 2.3. There is a breakdown in infrastructure or an essential service which requires the immediate purchase of supplies or contractual services to protect the public health, or safety or property; or
 - 2.4. A local emergency or disaster has been declared.

VII. COOPERATIVE PURCHASING

1. The procurement methods identified in Table 1 -4 shall not be required when the contract for goods or services will be provided by another governmental agency.
2. Consistent with state law, Ava may adopt another governmental agency's agreement with a contractor ("Piggyback Agreement") as its own without adhering to the procurement methods identified in Table 1-4 if that Piggyback Agreement is the product of the respective governmental agency's formal competitive solicitation process, provided that that agency's procurement is not in conflict with California law.

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3. At the time of the adoption of this Policy, the UPCCAA applied to the following types of projects:
 - 3.1. Public projects include construction, reconstruction, erection, alteration, renovation, improvement, demolition, and repair work involving any publicly owned, leased, or operated facility. This includes painting or repainting of any publicly owned, leased, or operated facility.



- 3.2. Public projects up to \$60,000¹ may be performed by Ava employees, by negotiated contract, or by purchase order pursuant to the UPCCAA.
- 3.3. Public projects up to \$200,000² may be contracted using informal procedures as set forth in the UPCCAA.
4. Pre-Qualified List. A list of contractors may be developed and maintained in accordance with the provisions of Section 22034 of the Public Contract Code and criteria promulgated from time to time by the California Uniform Construction Cost Accounting Commission (CUCCAC).
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- 5.2. The notice inviting informal bids shall describe the project in general terms and how to obtain more detailed information about the project and state the time and place for the submission of bids.
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Director	\$0-\$5,000
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1. Ava must secure sufficient power resources and energy attributes to serve its customers, comply with State law and meet Ava's and its member agencies' goals. The Procurement of Power will be governed by Ava's Risk Management Policy.

X. MISCELLANEOUS

1. The following signing authorities shall apply, after review and approval of the named agreements by the General Counsel, or his/her designee, except where in conflict with the Joint Powers Agreement, state, or federal law:
 - 1.1. Non-Disclosure Agreements – Director level and above,
 - 1.2. Banking and Treasury Administration – COO level and above, and
 - 1.3. Release of Liability and Indemnification – Director level and above



CAC Item C7

Consent Item 12

TO: Ava Community Energy Board of Directors

FROM: Annie Henderson, Chief Customer Officer

SUBJECT: Sponsorship Agreement with the Oakland Roots Sports Club for the 2024 season of the Roots and Soul soccer teams

DATE: December 20, 2023

Recommendation

Approve a Resolution authorizing the CEO to negotiate and execute a Sponsorship Agreement with the Oakland Roots Sports Club (“Oakland Roots SC”) for the 2024 season of the Roots and Soul. The \$196,000 sponsorship would make Ava Community Energy (Ava) the exclusive Clean Energy Partner of both teams, and the benefits include back of jersey logo placement for both teams, field signage, on-site activation space, and broadcast and streaming commercial spots.

Background and Discussion

Oakland Roots is the first purpose-driven professional sports team in the United States. Their United Soccer League (USL) team is one of the fastest-growing brands in American sports, and they are one of the only remaining professional sports teams in Ava’s service territory. 2023 marked the inaugural USL-W season for the club’s affiliated women’s soccer team, Oakland Soul.

Oakland Roots SC partnerships combine sponsorship opportunities with community impact, creative storytelling, player integration, and employee engagement. Ava is a

founding partner of the Roots, sponsoring the team since 2018, and was also a foundational sponsor of the Oakland Soul in their first and only season (2023).

Ava had a 3-year Partnership Agreement with the Roots, which ran through the 2023 season, and a 2024 Agreement would begin as that term concludes. The past Sponsorship provided significant brand and program promotional opportunities for Ava (as East Bay Community Energy). Our partnership has helped Ava communicate with a diverse local fan-base and have our brand associated with a fun, popular form of community entertainment. Ava's marketing team activated an informational booth at most home games to connect with thousands of attendees at their (usually) sold-out home matches and received digital promotions, streaming television advertising, and other promotional benefits, as described in the Staff Memo presented to the Board in May 2021.

In addition to the benefit of on-site activation presence, this 2024 sponsorship package would make Ava the exclusive Clean Energy Partner of both Roots and Soul, would place the full Ava logo on the back of team jerseys (including on their merchandise jerseys), provide on field signage, and allocate "clock wraps" and commercial spots during streamed games. Additional benefits include social media posts, a press release, and game tickets.

Ava's previous three years of sponsorship of the Roots were at the \$125,000 per year level, and our sponsorship of the Soul in 2023 was \$10,000. The primary reasons for the increase in sponsorship cost for 2024 include the back-of-jersey logo placement (not a previous benefit for Ava), exclusivity as the clean energy partner, and due to their ongoing growth as a brand - as reflected in record levels of fan attendance at games, high levels of merchandise sales, ongoing social media follower growth, and overall valuation as a franchise. The Oakland Soul was recently awarded New Organization of the year by the USL-W soccer league and the USL-W League Fans' Choice Award for "Best Kit".

Ava staff were able to compare this partnership deal with other professional sports sponsorships executed by public agencies including Sacramento Municipal Utility District (with Sacramento Kings, Sacramento River Cats, and Sacramento Republic FC), San Diego Community Power (with San Diego Padres, San Diego Wave FC, and San Diego Loyal SC), and San Jose Clean Energy (with San Jose Earthquakes) to ensure that Ava's sponsorship benefits are commensurate with cost and with comparable sponsorships executed by peer agencies.

Fiscal Impact

The recommended partnership level is \$196,000 (\$150,000 for Roots and \$46,000 for Soul), and the FY2023-24 budget includes \$505,000 for major sponsorships. Amounts paid out to date and expected through the end of the fiscal year, inclusive of this updated sponsorship, will fall within this budget.

Committee Recommendation

This item was scheduled to be presented to the Marketing, Regulatory, and Legislative committee meeting on December 15th, 2023, but the meeting was canceled due to lack of quorum.

Attachments

- A. Resolution of the Board of Directors Delegating Authority to the CEO to Negotiate and Execute a Sponsorship Agreement with the Oakland Roots Sports Club for the 2024 Season of the Roots and Soul Soccer Teams

RESOLUTION NO. R-2023-xx

A RESOLUTION OF THE BOARD OF DIRECTORS

OF AVA COMMUNITY ENERGY AUTHORITY DELEGATING AUTHORITY TO THE CEO TO NEGOTIATE AND EXECUTE A SPONSORSHIP AGREEMENT WITH THE OAKLAND ROOTS SPORTS CLUB FOR THE 2024 SEASON OF THE ROOTS AND SOUL SOCCER TEAMS

WHEREAS The Ava Community Energy Authority (“Ava”) 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 Ava and parties to the JPA in March of 2020. The city of Stockton, located in San Joaquin County was added as a member of Ava and party to the JPA in September of 2022. The city of Lathrop, located in San Joaquin County, was added as a member to Ava and party to the JPA in October of 2023. On October 24, 2023, the Authority legally adopted the name Ava Community Energy Authority, where it had previously used the name East Bay Community Energy Authority since its inception.

WHEREAS Ava has sponsored the Oakland Roots Sports Club’s soccer team The Roots, since its inception in 2018; and

WHEREAS Ava has sponsored the Oakland Soul soccer team, since its inception in 2023; and

WHEREAS sponsorship of local events, sports, the arts, and entertainment is an ongoing component of Ava’s marketing and branding efforts to increase public awareness about Ava’s programs and services.

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

Section 1. The Board of Directors hereby authorizes the CEO to negotiate and execute a Sponsorship Agreement with Oakland Roots Sports Club in the amount of \$196,000 (\$150,000 for the Roots and \$46,000 for the Soul), for the 2024 season of the Roots and Soul soccer teams, and the Agreement will be approved as to form by General Counsel.

ADOPTED AND APPROVED this 20th day of December, 2023.

Elisa Márquez, Chair

ATTEST:

Adrian Bankhead, Clerk of the Board



Adrian Bankhead <abankhead@avaenergy.org>

Bright Choice Carbon Emissions (2022)

Tom Kelly <tkelly@kyotousa.org>
To: Adrian Bankhead <abankhead@ebce.org>
Cc: Anne Olivia Eldred <anneolivia.eldred@gmail.com>

Mon, Dec 18, 2023 at 3:11 PM

Dear Adrian,

Please provide copies of this message to members of the CAC. Thank you.

Below and attached is a summary of the data from Ava's 2022 Power Source Disclosure (PSD) report for Bright Choice. The data was compiled by the CEC based on information provided to it by Ava. Here's what the data tells us:


1. EBCE purchased 5,076,143 MWh of electricity for retail sales to EBCE's Bright Choice customers in 2022.
2. Approximately 25% of that total come from PCC-2 (or Bucket 2) renewables located in British Columbia, Oregon, Idaho, Wyoming, Washington, Colorado. The CA Energy Commission gives EBCE Renewable Portfolio Standard credit for that renewable power, however, since none of that electricity was delivered to, or consumed by, customers in California, EBCE had to procure a similar amount of "system power" for its customers. System power is primarily natural gas and comes with a significant emissions factor.
3. The CEC calculates that, based on EBCE's purchases in 2022, Bright Choice was responsible for an astounding 1,141,956 metric tons of CO₂e.
4. The US EPA has pegged the "social cost of carbon" at \$190/ton. If Ava was responsible for paying that for the carbon emissions for which it is responsible, it would cost the agency (via its customers) \$217,000,000. See, https://www.nytimes.com/2023/12/02/climate/biden-social-cost-carbon-climate-change.html?unlocked_article_code=1.G00.-wNC.563xkzUimtW1&smid=url-share

If you find this unacceptable, then I urge you to step up and speak out. Ava's reserves are healthy enough to easily eliminate all carbon emissions associated with Bright Choice in 2024.

Tom Kelly
Berkeley

2022 Bright Choice Data
Retail Sales (MWh)
5,076,143
Net Specified Procurement (MWh)
3,640,534
Unspecified Power (MWh)
1,435,609
Procurement to be adjusted

-
Net Specified Natural Gas
-
Net Specified Coal & Other Fossil Fuels
-
Net Specified Nuclear, Large Hydro, Renewables, and ACS Power
3,640,534
GHG Emissions (excludes grandfathered emissions)
1,141,956
GHG Emissions Intensity (in MT CO₂e/MWh)
0.2250

 **2022 Bright Choice data (CEC).pdf**
81K

2022 Bright Choice Data

Retail Sales (MWh)	5,076,143
Net Specified Procurement (MWh)	3,640,534
Unspecified Power (MWh)	1,435,609
Procurement to be adjusted	-
Net Specified Natural Gas	-
Net Specified Coal & Other Fossil Fuels	-
Net Specified Nuclear, Large Hydro, Renewables, and ACS Power	3,640,534
GHG Emissions (excludes grandfathered emissions)	1,141,956
GHG Emissions Intensity (in MT CO ₂ e/MWh)	0.2250