



Community Advisory Committee Meeting

Monday, July 15, 2024

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:

- 1343 Fairview Ct, Livermore CA 94550
- 4563 Meyer Park Circle, Fremont, CA 94536
- 4664 Rousillon Ave, Fremont, CA 94555
- Starbucks at 1857 11th St. Tracy, CA 95376
- 1234 W Oak St, Stockton, CA 95204

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 June 10, 2024

C4. CAC Chair Report

C5. Fremont R100 Default Request (Board Action Item)

Request from the City of Fremont to opt up some or all customers to R100

C6. New Community Inclusion – San Joaquin County (Board Action Item)

JPA membership request from San Joaquin County, and analysis

C7. E-Bike Program Implementation Contract (Board Action Item)

Approve and execute a contract with APTIM

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 Monday, September 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, June 10, 2024

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:

Member Stephenson – 1343 Fairview Ct, Livermore CA 94550
Member Swaminathan – 4563 Meyer Park Circle, Fremont, CA 94536
Member Lakshman – 4664 Rousillon Ave, Fremont, CA 94555
Member Kaur – Starbucks at 1857 11th St. Tracy, CA 95376

Via Zoom:

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(2:51) Rachel DiFranco was sworn in as the Alternate Member the Central Region.

C1. Welcome & Roll Call

Present: Members: Landry, Weiner, Stephenson, Swaminathan, Lakshman, DiFranco, Kaur, Lutz, Vice-Chair Souza and Chair Hernandez

Not Present: Members: Hu, Balkissoon, Lakshman, Harper and Pacheco

Member Weiner served as the alternate for Member Hu (North).

Member DiFranco served as the alternate for Member Pacheco (San Joaquin County).

Member Lakshman joined the meeting at 6:49pm.

Member Weiner left the meeting at 8:34pm.

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.

(4:25) Public Comment – Brenden Pittman spoke in opposition to the CAC's recommendation to reject nuclear energy allocation, arguing it supports unspecified and dirtier power sources like coal and natural gas.

(7:50) Public Comment – Ryan Pickering, a solar installer in Berkeley, stated that although he initially opposed the Diablo Canyon Nuclear Facility and nuclear energy, his views have evolved as he learned more about balancing the energy grid. He also mentioned that there is a petition in Berkeley to amend the nuclear-free zone, which could allow for peaceful nuclear sciences, including energy.

(10:57) Public Comment – Timothy Smith stated that SB100 does include nuclear power as an acceptable zero-carbon energy source, supported by a 2018 letter from the bill's sponsor, Kevin de Leon. He also addressed the issue of the Diablo Canyon plant being on stolen indigenous land, noting that the Yak Tityu Tityu Yak Tilhini (YTT) nation is in negotiations with PG&E and is not opposed to the plant's operation. Timothy Smith stated that continuing the plant's operation could benefit the YTT nation by providing financial leverage for their ancestral rights.

(14:12) Public Comment – Aya Peters-Paz, representing the Local Clean Energy Alliance, stated that she had updated the Board on the CAC's discussion about the need for more comprehensive funding for resilience hubs. Peters-Paz mentioned that the board has requested a study session on resilience hubs, and spoke about the importance of including community groups and voices in this

study session.

(17:08) Public Comment – Jessica Tovar thanked the CAC for voting against accepting the nuclear allocation. Jessica Tovar stated that making a rushed decision without full disclosure of the impact on Ava Community Energy rate payers would be negligent.

(20:23) Public Comment – Tom Kelly stated that one of the main reasons people were excited about forming East Bay Community Energy was to avoid using nuclear power. He also noted that accepting nuclear energy would hinder progress toward renewable and carbon-free energy.

C3. Approval of Minutes from May 13, 2024

(24:01) Public Comment – Regarding the May 13, 2024 CAC meeting, Item 9 PG&E nuclear allocation, **Brenden Pittman** requested that the minutes include a summary of the discussion about unspecified energy.

(26:36) Member Lutz motioned to approve the minutes with an inclusion of the discussion about unspecified power as recommended by Brenden Pittman, and the inclusion of the comment that the discussion about unspecified energy included natural gas in the unspecified allocation, as recommended by Member Landry. Member Landry seconded the motion, which was approved 8/0/1/0/3:

Yes: Members: Landry, Weiner, Stephenson, Swaminathan, Kaur, Lutz, Vice-Chair Souza and Chair Hernandez

No: none

Abstain: Member DiFranco

Recuse: none

Not Present: Members Balkissoon, Lakshman and Harper

C4. CAC Chair Report

(27:19) Chair Hernandez provided a brief update about the May 29, 2024 Power Resources Special Board Retreat¹. **Vice-Chair Souza** provided an update of the June 12, 2024 BOD meeting, and stated that members of the public spoke about the need for more support for low-income individuals, expanding resilience hubs, and leakage reports from power plants. **Member Landry** spoke regarding discussions at the May 29 BOD meetings about potentially partnering with community-based organizations to provide assistance to rate-payers who are behind on their PG&E bills.

C5. 2024-2025 Budget (Board Action Item)

Consider approval the fiscal year budget for 2024-2025

¹ The recording for this meeting is available at <https://avaenergy.org/meetings/special-board-retreat-power-resources-5-29-24/>

(34:35) Howard Chang presented the 2024-2025 budget. Howard spoke regarding significant changes since May, 2024 due to PG&E's Energy Resource Recovery Account (ERRA) forecast, which predicted lower energy rates and higher Power Charge Indifference Adjustment (PCIA) charges. These changes led to a reduction in Ava's projected revenues, resulting in a proposed budget surplus decrease from \$139 million to \$42 million. To address the budget constraints, Howard recommended maintaining the value proposition at a 5% discount to PG&E rates, eliminating the \$50 Care/Fera bill credit, and adjusting the allocation of surplus funds to prioritize reserve funds and targeted bill credits.

(49:30) Member Lakshman joined the meeting.

(1:16:00) Public Comment – Tom Kelly stated there is no funding allocated for new renewables and carbon-free projects and added that achieving a credit rating does not save money but attracts investors. Mr. Kelly warned that accepting nuclear allocations could delay purchasing other carbon-free projects. He also recommended reviewing the Padilla report² to ensure Ava is negotiating the best deals for solar and wind projects.

(1:19:12) Public Comment – Brenden Pittman asked how Ava's price forecasts are correlated with natural gas prices, and if there is information available to the public on this topic. He also asked how the budget accounts for natural gas price volatility.

(1:20:16) Public Comment – Jessica Tovar spoke in support of staff efforts to provide solar and storage incentives but highlighted the need for more long-term integration of community-based innovation and local clean energy jobs.

(1:23:07) Chair Hernandez motioned to adjust the allocation of net revenues for the upcoming budget cycle with a community-first approach.

Chair Hernandez's motion proposed the following:

1. Allocate \$3.3 million for CARE/FERA on-bill credits first.
2. Allocate \$25 million for solar and storage incentives next.
3. Allocate the remaining funds to reserves, up to \$50 million.
4. Any additional surplus beyond these allocations should be used for further community investments, such as community innovation grants.

² The Padilla Report is available at <https://www.cpuc.ca.gov/-/media/cpuc-website/divisions/office-of-governmental-affairs-division/reports/2024/2024-padilla-reportvfinal.pdf>

(1:33:24) Member Landry seconded Chair Hernandez's motion.

(1:41:17) Member Swaminathan proposed an amendment to Chair Hernandez's motion:

Member Swaminathan's amended motion proposed the following:

1. Keep Chair Hernandez's waterfall order.
2. Allocate \$30 million to reserves instead of \$50 million.
3. Allocate any additional surplus to local development programs with a focus on equity, up to \$20 million.
4. Any remaining funds after these allocations should go to reserves.

(1:49:58) Member DiFranco proposed a substitute motion that aimed to adjust the allocation of net revenues:

Member DiFranco's substitute motion proposed the following:

- 1. Keep Chair Hernandez's waterfall order.**
- 2. Reduce the reserve allocation from \$50 million to \$30 million.**
- 3. Allocate \$3.3 million for CARE/FERA on-bill credits.**
- 4. Allocate up to an additional \$25 million for the 60/40 split between on-bill credits and the solar and storage incentive program.**
- 5. Allocate up to \$20 million towards local development programs with a focus on equity.**
- 6. Direct any remaining funds after these allocations to the reserves.**

Member Landry seconded Member DiFranco's substitute motion, which was approved 9/0/1/0/2

Yes: Members: Landry, Weiner, Swaminathan, Lakshman, DiFranco, Kaur, Lutz, Vice-Chair Souza and Chair Hernandez

No: none

Abstain: Member Stephenson

Recuse: none

Not Present: Members Balkissoon and Harper

C6. Long-Term Offtake Agreements (Board Action Item)

Consider approval and execution of the purchased power agreement for Rosemary Solar+Storage Contract and Aypa Storage Contract

(2:09:53) Scott Harding, Director of Origination for the Power Resources Department, presented two 20-year agreements for approval resulting from the 2023 long-term resource request for offers. The first project is a 70 megawatt solar facility with 70 megawatts of storage located in Fresno County, set to be

operational by June 1, 2028. This project was developed by Longroad Development Company. The second project is a standalone storage facility of 100 megawatts for four hours in Los Angeles County, expected to be operational by June 1, 2027. This project is developed by Aypa Power Development. Both projects aim to ensure that Ava Community Energy meets resource adequacy and renewable portfolio standards at cost-effective rates.

(2:34:44) Member Weiner *recused himself from the vote and left the meeting.*

(2:36:46) Vice-Chair Souza motioned to approve the staff recommendation.

Member Lutz seconded the motion, which passed 9/0/0/1/4:

Yes: Members: Landry, Stephenson, Swaminathan, Lakshman, DiFranco, Kaur, Lutz, Vice-Chair Souza and Chair Hernandez

No: none

Abstain: none

Recused: Member Weiner

Not Present: Members Balkissoon and Harper

C7. Managed Charging Program Scope under DERMS Contract (Board Consent Item)

Action item to include a managed EV charging services scope under the existing authorization for the CEO to negotiate and execute Lunar Energy DERMS contract

(2:38:02) Brett Wiley, Senior Program Associate for Ava's Electric Mobility programs, presented an overview of the Managed Charging Program, which aims to optimize electric vehicle (EV) charging to reduce costs and emissions, in partnership with Optiwatt. The program, stemming from Ava's Distributed Energy Resource Management Systems (DERMS), demonstrated significant success in shifting EV charging away from peak hours during a pilot, and now seeks to enroll up to 10,000 EVs in the first two years. The initiative, supported by a \$2.3 million budget, focuses on load management, customer savings, and reduced greenhouse gas emissions, while ensuring data security and customer privacy.

(3:22:30) Member Lutz motioned to approve the staff recommendation.

Member DiFranco seconded the motion, which passed 8/0/0/0/4:

Yes: Members: Landry, Stephenson, Swaminathan, Lakshman, DiFranco, Lutz, Vice-Chair Souza and Chair Hernandez

No: none

Abstain: none

Recuse: none

Not Present: Members Balkissoon, Weiner, Kaur and Harper

C8. Additional Funding to The Energy Council (“Stopwaste”) to Administer the Bay Area Regional Heat Pump Water Heater Contractor Incentive Program (Board Consent Item)

Add funding to existing Heat pump water heater program

(3:23:49) Dan Bertoldi, Ava's Electrification Program Manager, recommended the board approve an additional \$1 million funding for the Bay Area Regional Heat Pump Water Heater Contractor Incentive Program administered by Stopwaste. This additional funding will support the installation of approximately 880 heat pump water heaters, doubling the 550 units already installed under the program. The state's TECH program is currently paused, making this funding crucial until the next phase is approved, and future steps will focus on addressing incentives for income-qualified customers.

(3:33:26) Member Landry motioned to approve the staff recommendation.

Member Lutz seconded the motion, which passed 9/0/0/0/3:

Yes: Members: Landry, Stephenson, Swaminathan, Lakshman, DiFranco, Kaur, Lutz, Vice-Chair Souza and Chair Hernandez

No: none

Abstain: none

Recuse: none

Not Present: Members Balkissoon, Weiner and Harper

C9. CAC Member and Staff Announcements including requests to place items on future CAC agendas

(3:34:44) Member Lutz proposed holding CAC workshops and study sessions on the first Monday of each month to gather information on topics like community resilience hubs and net billing tariffs, with support from Ava staff.

(3:37:13) Vice-Chair Souza and **Member DiFranco** supported Member Lutz's proposal but suggested that it could be done less frequently and possibly through community meetings, organized in coordination with the board and staff, to avoid overburdening members with meetings.

C10. Adjourned at 9:45pm

The next Community Advisory Committee meeting will be held on Monday, July 15, 2024 at 6:00 pm.

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In the Transpacific Centre
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CAC Item C5
Staff Report Item 16

TO: Ava Community Energy Authority Board of Directors

FROM: Alex DiGiorgio, Senior Manager, Public Engagement

SUBJECT: Request to Change the Default Rate Product for Certain Customers in the City of Fremont to Renewable 100 (Action Item)

DATE: July 17, 2024

Recommendation

Adopt a Resolution directing staff to make the necessary arrangements to change the default option to *Renewable 100* for certain customers in the City of Fremont consistent with the request of their City Council. The change shall be implemented in accordance with the adopted Default Rate Product Change Policy (Attachment B). Provide Board direction regarding the two implementation timelines requested by the City of Fremont and assessed by Ava staff (i.e., 1) a single, combined enrollment with residential and commercial customers all enrolled in March 2025; or 2) a phased, sequential enrollment with residential customers enrolled in March 2025, and commercial customers enrolled in March 2026.

Background

Each Ava JPA member (city or county) may formally ask Ava's Board of Directors to set the default service (i.e., Bright Choice or Renewable 100) for Ava customers within their jurisdiction. Such a request must be expressed through an official action of the locally elected body (i.e., the City Council for incorporated areas, or the County Board of Supervisors for unincorporated areas).

Currently, Ava offers two service options with the following value propositions:

- **Bright Choice** – basic service level at a 5% discount compared to PG&E standard rates
- **Renewable 100** – 100% California wind and solar power set at \$0.0025 per kWh above PG&E standard rates.

Table 1: Default Ava Service Option by Ava JPA Member & Customer Type

Jurisdiction	Residential	Commercial	Municipal	CARE/FERA/MB
Albany	R100	R100	R100	Bright Choice
Berkeley	R100	R100	R100	Bright Choice
Dublin	R100	R100	R100	Bright Choice
Emeryville	R100	R100	R100	Bright Choice
Fremont	Bright Choice	Bright Choice	R100	Bright Choice
Hayward	R100	R100	R100	Bright Choice
Lathrop*	Bright Choice	Bright Choice	Bright Choice	Bright Choice
Livermore	Bright Choice	Bright Choice	R100	Bright Choice
Newark	Bright Choice	Bright Choice	Bright Choice	Bright Choice
Oakland	Bright Choice	Bright Choice	Bright Choice	Bright Choice
Piedmont	R100	Bright Choice	R100	Bright Choice
Pleasanton	R100	R100	R100	Bright Choice

San Leandro	R100	R100	R100	Bright Choice
Stockton*	Bright Choice	Bright Choice	Bright Choice	Bright Choice
Tracy	Bright Choice	Bright Choice	Bright Choice	Bright Choice
Union City	Bright Choice	Bright Choice	Bright Choice	Bright Choice

*Start of service scheduled to begin April 2025

On March 17, 2021, Ava’s Board of Directors approved the Agency’s initial Policy on Member Requests to Change the Default Rate Product for Certain Customers. This action came in response to the City of Dublin’s request (expressed via City Council Resolution) to have Ava’s Renewable 100 become the new default electric service for all residential accounts within the City’s jurisdiction (aside from those on discount programs, such as CARE/FERA and/or Medical Baseline). Previously, Ava’s Bright Choice option had been Dublin’s default electric service for all customer accounts, since the City’s initial enrollment—as was the case for the vast majority of Ava’s JPA member-jurisdictions.

Since the Policy’s passage, seven (7) of Ava’s JPA member-jurisdictions have implemented Renewable 100 as their default service option for both residential and commercial customers. These jurisdictions include the cities of Albany, Berkeley, Dublin, Emeryville, Hayward, Pleasanton, and San Leandro¹. As summarized in the table below, nearly half of these jurisdictions implemented their citywide default to Renewable 100 through a phased enrollment (i.e., enrolling residential and commercial/industrial customers in separate, sequential phases).

Table 2: Previous R100 default transitions

Jurisdiction	Date of Council Decision	Implementation
Albany	June 7, 2021	January 2022 (residential and commercial customers)
Berkeley	June 29, 2021	March 2022 (residential) October 2022 (commercial)
Dublin	January 12, 2021 (residential) April 5, 2022 (commercial)	January 2022 (residential) October 2022 (commercial)
Emeryville	March 15, 2022	October 2022 (residential and commercial customers)

¹ The City of Piedmont made Renewable 100 its default option for residential customers during its initial service enrollment in 2018. As such, it has never requested a change to its citywide default and is not included in Table 2.

Hayward	July 6, 2021	January 2022 (residential and commercial customers)
Pleasanton	July 20, 2021	January 2022 (residential and commercial customers)
San Leandro	September 7, 2021	March 2022 (residential) October 2022 (commercial)

Additional Ava member agencies have continued to express interest in changing their default rate to R100. On March 20, 2024, the Board of Directors approved an updated Default Rate Product Change Policy (“Policy” Attachment B) to further streamline the timeline for implementing default rate changes. Per the updated Policy, requests approved by the Board by May 31 will be implemented in March of the following year. However, the Ava Chief Executive Officer (“CEO”) and the Member Agency (the City of Fremont, in this case) may mutually agree upon a different implementation schedule that works best for all parties.

As discussed during Ava’s [Executive Committee meeting on June 5, 2024](#), and its [Finance, Administrative, and Procurement Committee meeting on July 10, 2024](#), staff recommends that the Board extend the Policy’s May 31st deadline for the City of Fremont. Fremont’s staff diligently prepared to meet the original deadline, but Ava staff asked the City to postpone the formal request to provide Ava with time to conduct additional analysis, described in more detail below, before bringing this item to the Board.

On October 10, 2023, the Fremont City Council approved an update to their Climate Action Plan (CAP), which outlined the City’s climate goals through 2030. A top CAP priority was adopting R100 as the default service for all residents and businesses in Fremont, which is estimated to address 18% of Fremont’s 2030 greenhouse gas emissions reduction targets. As such, Ava and Fremont’s City staff have been in discussions for over a year regarding the City’s desire to default to R100.

On June 18, 2024, Fremont’s City Council unanimously approved a Resolution (Attachment C) requesting to default residential customers (with the exception of those on CARE/FERA/Medical Baseline discount programs) and commercial/industrial customers to Renewable 100. Fremont’s municipal accounts were enrolled in Renewable 100 in April of 2022.

Analysis & Discussion

The prospect of transitioning Fremont’s citywide default option to Renewable 100 is unprecedented in terms of the scale and timing of the transition.

In terms of size, Fremont is among Ava’s three largest jurisdictions (measured by both citywide electricity load and customer population). It currently represents roughly **17%** of Ava’s total load. To help put this in perspective, the following data points provide useful

context, when comparing Fremont’s prospective citywide opt up to the cities that have previously done so:

- Fremont’s load is nearly *double* the size of the largest city to have ever implemented a citywide default to Renewable 100 to date (i.e., Hayward);
- It is nearly *triple* the load of the next largest city (i.e., San Leandro);
- Aside from Hayward and San Leandro, Fremont’s load nearly equals the combined loads of *all other* jurisdictions that have implemented citywide defaults to Renewable 100 (i.e., the cities of Albany, Berkeley, Dublin, Emeryville, Piedmont, and Pleasanton).

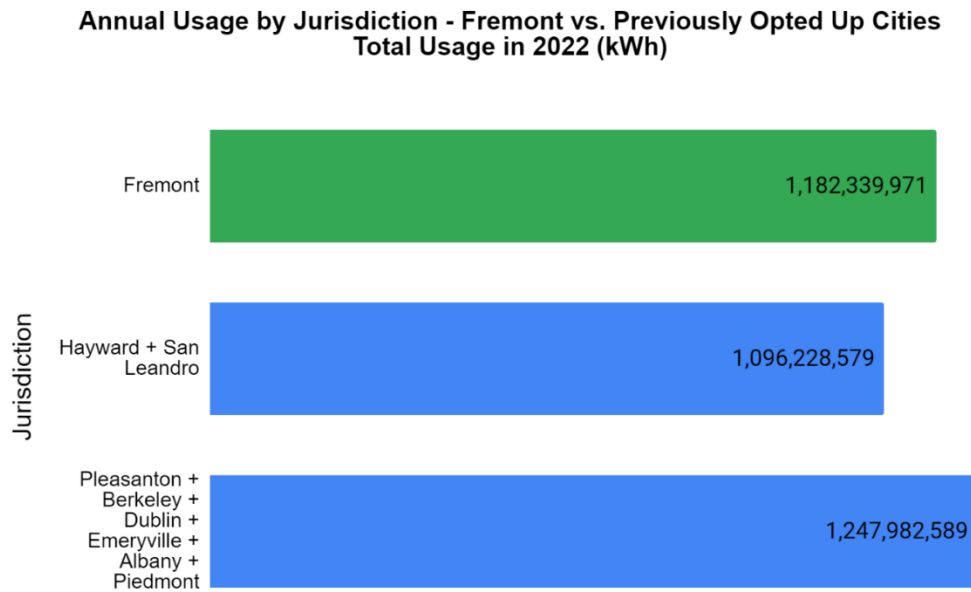


Figure 1: Annual Usage by jurisdiction, Fremont versus cities with Renewable 100 as their Default Service Plan

Due to historically high wholesale costs for renewable energy, and the prospect of substantially increasing Ava’s Renewable 100 load, Ava staff has worked closely with Fremont’s City staff to evaluate the potential cost impacts of a citywide default to Renewable 100. These potential impacts to Fremont’s residential customers—as well as all other residential customers on Renewable 100 throughout Ava’s service area—are summarized below (Table 3).

Table 3: Potential Impacts on Renewable 100 Retail Pricing (residential customers only)

R100 Premium/kWh	FY 25-26	% of Baseline	Ava Resi Monthly Premium	FY 26-27	% of Baseline	Ava Resi Monthly Premium
Baseline (no change)	\$0.0025	-	\$0.90	\$0.0025	-	\$0.90
All Fremont (single enrollment)	\$0.0055	220%	\$1.98	\$0.0046	184%	\$1.66
Resi 2025/Comm 2026 (phased)	\$0.0034	136%	\$1.22	\$0.0044	176%	\$1.58
Comm 2025/Resi 2026 (phased)	\$0.0048	192%	\$1.73	\$0.0045	180%	\$1.62

Additionally, as with the seven prior citywide default transitions, successfully implementing Fremont's default rate product transition will require updates to technology systems, specifically the billing engine and customer relationship management (“CRM”) system, as well as customer communications.

The customer communications plans will include the two customer notifications, as required by the Default Rate Product Change Policy. Additional outreach and communications will be determined based on coordination with City staff in Fremont.

Financial Impact

There will be an additional cost to Ava from SMUD to implement operational adjustments and for the cost of customer notification mailers. These costs will be absorbed by Ava, per Ava’s Default Rate Product Change Policy.

As summarized in Table 3 above, the estimated cost impacts to customers varies according to the different implementation scenarios considered by Ava and the City of Fremont. For example, enrolling Fremont’s residential and commercial customers together in 2025 would result in a higher Renewable 100 rate increase to all of Ava’s Renewable 100 customers throughout the agency’s service area. By contrast, a phased enrollment in which residential customers would be enrolled in 2025 and commercial customers would be enrolled in 2026, would likely help mitigate the Renewable 100 rate increase for Ava’s Renewable 100 customers.

More analysis regarding the potential impacts from approving Fremont’s request to make Renewable 100 the citywide default option is included in a separate item on Ava’s Cost Allocation Methodology, which was discussed by the Board’s Finance, Administrative, and Procurement Committee on July 10, 2024, and is concurrently before the Board for discussion.

Attachments

- A. Resolution Directing Staff to Make Necessary Arrangements to Change the Default Rate Product to Renewable 100 for Certain Customers in the City of Fremont.
- B. Ava's Default Rate Product Change Policy
- C. Resolution No. 2024-27 of the Fremont City Council Requesting Ava Community Energy to Enroll All Residential, Commercial, and Industrial Accounts in Renewable 100.
- D. Presentation

RESOLUTION NO. R-2024-xx

A RESOLUTION OF THE BOARD OF DIRECTORS

OF AVA COMMUNITY ENERGY AUTHORITY DIRECTING STAFF TO MAKE NECESSARY ARRANGEMENTS TO CHANGE THE DEFAULT RATE PRODUCT TO RENEWABLE 100 FOR CERTAIN RESIDENTIAL AND COMMERCIAL CUSTOMERS IN THE CITY OF FREMONT

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 November of 2019. 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 a Default Rate Product Change Policy on March 17, 2021;

WHEREAS the Board of Directors approved an updated Default Rate Product Change Policy on March 20, 2024;

WHEREAS on June 18, 2024 the City Council for the City of Fremont adopted a Resolution requesting the Ava Board of Directors change the default product for all electric service accounts within Fremont, with the exceptions noted below, to Renewable 100 with two possible implementation timelines, including 1) enrolling all eligible customers in 2025; and 2) phasing the enrollment by customer sector (e.g., residential vs commercial/industrial) such that some customers could enroll in 2025, while others would enroll in 2026

WHEREAS the Resolution adopted by the City Council of the City of Fremont requests that the change in the default product exempt residential accounts on California Alternate Rates for Energy (CARE), Family Electric Rate Assistance (FERA), medical baseline accounts, those enrolled in Direct Access Service, those who have made a service level election with Ava, and those who have opted out of Ava;

WHEREAS residential and commercial customers in the City of Fremont would retain the option to “opt down” from Renewable 100 to a service without a cost premium and a lower percentage of carbon-free electricity, or “opt out” to PG&E’s electricity.

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

Section 1. The Board of Directors hereby desires to accommodate the requests from the City of Fremont; and therefore, directs the Ava Chief Executive Officer or his/her designee to take any and all necessary actions to change the default rate product for residential and commercial accounts in Fremont to Renewable 100, per the Default Rate Product Change Policy.

Section 2. Customers in Fremont participating in CARE, FERA, and the Medical Baseline Allowance programs will remain on the Bright Choice service.

Section 3. The CEO is authorized to work with Fremont to identify and agree upon a timeline for customer enrollment, which may take the form of a one-time enrollment of all customers in 2025, or phased enrollment starting in 2025 and continuing through 2026.

Section 4. All customers in Fremont are to be given an option to opt down to Bright Choice or to opt out as provided by law.

ADOPTED AND APPROVED this 17th day of July, 2024.

Jack Balch, Chair

ATTEST:

Adrian Bankhead, Clerk of the Board

Ava COMMUNITY ENERGY
DEFAULT RATE PRODUCT CHANGE POLICY

Policy Number: 15.1

Approval Date: 3/20/24

Agenda Item: Consent Item 17

Approved by Resolution: R-2024-24

The purpose of this Default Rate Product Change Policy is to specify a process for a Joint Powers Authority (JPA) member agency (“Member”) to change its Default Rate Product¹ and to ensure that Ava Community Energy (Ava) is provided with sufficient notice and time to prepare for the change.

When approving a request from a Member to change the Default Rate Product (“Default Rate Product Change”) after the Member’s initial service enrollment, the Ava Board (“Board”) and Member shall adhere to this Policy, which requires specific cooperation from the Member. This Policy shall not apply to a change in the Default Rate Product which is the result of a rate product closure.

Under this Policy, the Default Rate Product Change request from a Member and subsequent implementation must comply with the following requirements:

1. **Timeline for Board Approval and Implementation:** Any request for a Default Rate Product Change must be approved by the Board. The Board will consider Members’ requests for Default Rate Product changes in the spring based on the following schedule:
 - a. If the Board approves a Member’s request for a Default Rate Product Change by May 31 the Default Rate Change will be implemented in March of the following year.
 - b. Notwithstanding the foregoing, the Ava Chief Executive Officer (“CEO”) and the Member may mutually agree upon a different implementation schedule, provided that the CEO provides the Board with notification of the agreed-upon schedule.

Board Approval By	Implementation Month
May 31 of Year A	March of Year A+1

2. **Exceptions to Implementation of Default Rate Product Change:** Notwithstanding anything contained in this Policy, in no event shall a Member’s Board-approved Default Rate Product Change affect the following:

¹ For purposes of this Policy, the “Default Rate Product” is the AVA rate product option that each Member selected as the default for AVA customers within the Member’s jurisdiction.

- a. Prior customer enrollment actions. Any customer account that has affirmatively taken action to change its rate product will remain on the selected product.
 - b. Prior customer opt-out actions. Any customer account that has affirmatively taken action to opt out of Ava service will remain opted out.
3. **Frequency of Default Rate Product Change by a Member:** A Member may not change its Default Rate Product more than one (1) time every two (2) years.
4. **Ava Agency Requirements:** Upon the Board's approval of a Member's request for a Default Rate Product Change, Ava staff may engage in any of the following activities:
 - a. Purchase or prepare to purchase the appropriate amount of resources to meet the expected change in demand associated with the Default Rate Product Change;
 - b. Complete or prepare to complete additional regulatory compliance and reporting requirements, if any;
 - c. Coordinate with Ava's data and call center services manager to make necessary operational adjustments;
 - d. Evaluate fiscal impacts of the Default Rate Product Change;
 - e. Examine Ava rates and any rate impacts;
 - f. Coordinate and work with PG&E on billing considerations, if any;
 - g. Prepare for and deploy customer communication efforts;
 - h. Identify and address any other operational impacts or issues and take steps to mitigate those impacts/issues; or,
 - i. Take any other action necessary to effectuate the Member's approved Default Rate Product Change.
5. **Member Requirements:** The Member requesting a Default Rate Product Change must commit to the following conditions for the change to be implemented:
 - a. Collaboration. The Member shall work with Ava staff to develop and implement a customer communication plan;
 - b. Co-Branding. The Member must agree to co-brand customer notifications with the Member's seal; and,
 - c. Cost Coverage. Ava will cover the cost of any operational adjustments and the required customer notices, as detailed in Section 6.a, for the Member's first approved Default Rate Product Change. Costs associated with any subsequent Default Rate Product Changes will be charged to the Member.
6. **Customer Communication:** Ava will notify customers subject to a Member's approved Default Rate Product Change. Ava will lead, with support from the Member, the development and dissemination of customer notices.
 - a. Required Notifications. Any customer accounts subject to a Member's approved Default Rate Product Change shall be sent a minimum of two

(2) notifications. A minimum of one (1) notice shall be sent prior to the change going into effect.

- b. Optional Additional Notifications. In addition to the two (2) required notices referenced in Section 6.a., above, Ava staff will coordinate with a Member who wishes to develop and distribute additional customer notices and/or conduct additional communications such as social media campaigns, jurisdictional newsletters, Member press release, etc. The Member shall be responsible for the costs of such additional communications.
7. A customer may take an enrollment action to change their Ava rate product, to opt in to Ava service, or to opt out of Ava service at any time by notifying Ava through the standard channels of phone, interactive voice recording, or online form.

RESOLUTION NO. 2024-27

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FREMONT REQUESTING AVA COMMUNITY ENERGY TO ENROLL ALL RESIDENTIAL, COMMERCIAL, AND INDUSTRIAL ACCOUNTS IN RENEWABLE 100 ELECTRICITY SERVICE, WITH THE EXCEPTION OF THOSE PARTICIPATING IN MEDICAL BASELINE, CALIFORNIA ALTERNATE RATES FOR ENERGY (CARE), FAMILY ELECTRIC RATE ASSISTANCE (FERA), DIRECT ACCESS ELECTRIC SERVICE PROGRAMS, OR THOSE WHO HAVE PREVIOUSLY OPTED TO A SPECIFIC AVA SERVICE LEVEL OR OPTED OUT OF AVA SERVICE; DETERMINE THAT ACTION IS EXEMPT FROM CEQA

WHEREAS, on November 18, 2008, the Fremont City Council (City Council) adopted a goal of reducing community-wide greenhouse gas (GHG) emissions by 25 percent below 2005 levels by 2020; and

WHEREAS, on November 13, 2012, the City Council adopted its first Climate Action Plan (CAP) for reducing greenhouse gas (GHG) emissions 25 percent by 2020 in alignment with its adopted target, directed staff to begin implementation of the CAP, and established an Environmental Sustainability Commission (ESC) to advise the City Council on CAP updates; and

WHEREAS, on October 10, 2023, the City Council adopted an updated CAP with the goal of reducing community-wide GHG emissions by 30% below 2018 levels or 55% below 2005 levels by the year 2030; and

WHEREAS, Community Choice Aggregation (CCA) programs enable cities and counties to aggregate the buying power of individual customers within their jurisdictions in order to secure more renewable energy; and

WHEREAS, the City Council adopted Ordinance No. 23-2016 on November 15, 2016, joining the Ava Community Energy (formerly East Bay Community Energy) CCA program in furtherance of the 2012 CAP's stated goal to prioritize renewable energy; and

WHEREAS, all residential, commercial, and industrial accounts were enrolled in Ava's "Bright Choice" electric service plan by default; and

WHEREAS, Ava's "Renewable 100" service offers 100% California-based wind and solar-generated power at a price premium of 2.5-4.5% over Bright Choice service; and

WHEREAS, on March 15, 2022, the City Council approved enrollment of all municipal accounts in the Renewable 100 electric service plan; and

WHEREAS, the 2023 CAP identified a priority action to establish Ava's Renewable 100 as the default electric service plan throughout Fremont, contributing to Fremont's transition to clean electricity, which accounts for 18% of the entire 2030 GHG reductions quantified; and

WHEREAS, this change will exempt customers participating in income-qualified programs (California Alternate Rates for Energy/CARE and Family Electric Rate Assistance/FERA), those on Medical Baseline service, those enrolled in Direct Access Service, those who have made a service level election with Ava, and those who have opted out of Ava; and

WHEREAS, this action does not commit customers to remaining on Renewable 100, as customers retain the option to switch back to Ava's Bright Choice or opt out to PG&E service; and

WHEREAS, according to Ava's timeline for processing changes to default service, this change would go into effect in March 2025; and

WHEREAS, prior to the implementation of the change, Ava with assistance from the City will conduct extensive outreach to customers explaining the change and providing information regarding options; and

WHEREAS, on June 13, 2024, the ESC recommended that the City Council adopt a resolution choosing Ava's Renewable 100 service level as the default for all Fremont electric energy accounts, with the exceptions noted in this Resolution.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Fremont hereby requests that, effective March 2025, Ava enroll all electric service accounts within Fremont in Renewable 100 as the default electricity product, except for customers participating in income-qualified programs (California Alternate Rates for Energy/CARE and Family Electric Rate Assistance/FERA), customers on Medical Baseline service, customers enrolled in Direct Access Service, customers who have made a service level election with Ava, and customers who have opted out of Ava.

BE IT FURTHER RESOLVED that the Ava Board of Directors has final decision-making authority regarding changes to default service, and while it is not the preferred option, the City Council of the City of Fremont authorizes a phased implementation over two years (2025 and 2026) if that option is selected by the Ava Board of Directors.

BE IT FURTHER RESOLVED that this enrollment in the proposed electric utility rate plan is exempt from the requirements of the California Environmental Quality Act (CEQA), pursuant to, without limitation: (1) CEQA Guidelines Section 15378(b)(3), (4) &/or (5), as it is a fiscal or administrative activity that will not result in any direct physical impacts to the environment; (2) Section 15273(a)(2), as CEQA does not apply to the establishment, modification, structuring, restructuring, or approval of rates, tolls, fares, or other charges by public agencies for the purpose of purchasing or leasing supplies, equipment, or materials, (3) Section 15183, as the project is consistent with the previously-circulated Fremont General Plan

EIR (SCH#2010082060) and the 2023 EIR Addendum prepared for the Climate Ready Fremont (qualified Climate Action Plan), under which the proposed project was a recommended community-level strategy action item in the plan, and/or (4) Section 15061(b)(3), in that the proposed action would not have the potential to cause a significant effect on the environment, and is not subject to CEQA review. Each of the foregoing provides a separate and independent basis for CEQA exemption.

ADOPTED June 18, 2024, by the City Council of the City of Fremont, by the following vote:

- AYES: Mayor Mei, Councilmembers Keng, Campbell, Kassan, Salwan and Cox
- NOES: None
- ABSENT: Vice Mayor Shao
- ABSTAIN: None



Mayor

ATTEST:

APPROVED AS TO FORM:



for City Clerk, ASSISTANT CITY CLERK



City Attorney

Fremont Renewable 100 Citywide Default July 17, 2024



1. Background re R100 citywide defaults
2. City of Fremont
3. Recommendation & Next Steps



Background

- **March 17, 2021:** Board approved policy on community-wide default product changes;
 - **March 20, 2024:** Policy updated to streamline process and timing of implementation
- Eight (8) cities currently default most customers to Renewable 100
 - One (1) city since 2018; seven (7) additional cities since 2021/2022
 - ~**1/3** of Ava 2024 load on R100 (~**1/4** after Stockton & Lathrop begin service in 2025)
 - Fremont would be largest jurisdiction by load/customers to default to R100 (nearly 2X Hayward)
- **June 18, 2024:** Fremont City Council unanimously passes Resolution to default residential and commercial customers to Renewable 100
 - Council Resolution approves more than one potential implementation timeline:
 1. Single enrollment -- Residential & Commercial customers in 2025
 2. Phased enrollment -- e.g. Residential customers in 2025; Commercial customers in 2026
- ***Per Ava's Default Rate Product Change policy, CEO is authorized to coordinate with Fremont to adjust implementation timeline and inform the Board.***



Default service by Ava member-jurisdiction

- Eight (8) cities currently default most customers to R100
- All CARE/FERA/Medical Baseline customers remain on Bright Choice
- Municipal accounts may request R100 or Bright Choice at anytime

Jurisdiction	Residential	Commercial	Attachment 5 Staff Report Item 16D	CARE/FERA/MB
Albany	R100	R100	R100	Bright Choice
Berkeley	R100	R100	R100	Bright Choice
Dublin	R100	R100	R100	Bright Choice
Emeryville	R100	R100	R100	Bright Choice
Fremont	Bright Choice	Bright Choice	R100	Bright Choice
Hayward	R100	R100	R100	Bright Choice
Lathrop*	Bright Choice	Bright Choice	Bright Choice	Bright Choice
Livermore	Bright Choice	Bright Choice	R100	Bright Choice
Newark	Bright Choice	Bright Choice	Bright Choice	Bright Choice
Oakland	Bright Choice	Bright Choice	Bright Choice	Bright Choice
Piedmont	R100	Bright Choice	R100	Bright Choice
Pleasanton	R100	R100	R100	Bright Choice
San Leandro	R100	R100	R100	Bright Choice
Stockton*	Bright Choice	Bright Choice	Bright Choice	Bright Choice
Tracy	Bright Choice	Bright Choice	Bright Choice	Bright Choice
Union City	Bright Choice	Bright Choice	Bright Choice	Bright Choice



Implementation Timelines for Citywide Transitions

- 4 of 7 cities proceeded w/single enrollment
- 3 of 7 cities proceeded w/phased enrollment
- Significantly higher costs for renewables in 2025/2026 than 2021/2022
- Ava Policy identifies March as the enrollment month – this could be adjusted w/agreement between City and CEO + Board is notified

Jurisdiction	Date of Council Decision	Implementation
Albany	June 7, 2021	January 2022 (residential and commercial customers)
Berkeley	June 29, 2021	March 2022 (residential) October 2022 (commercial)
Dublin	Jan 12, 2021 (residential) April 5, 2022 (commercial)	January 2022 (residential) October 2022 (commercial)
Emeryville	March 15, 2022	October 2022 (residential and commercial customers)
Hayward	July 6, 2021	January 2022 (residential and commercial customers)
Pleasanton	July 20, 2021	January 2022 (residential and commercial customers)
San Leandro	Sept 7, 2021	March 2022 (residential) October 2022 (commercial)



Fremont Renewable 100 default

- Fremont citywide load represents a considerable portion of Ava's total load (17% currently, 14% after Lathrop and Stockton begin service in April 2025).
- Fremont and Ava staff have been in discussions for approximately a year regarding the default product change and its importance to Fremont's Climate Action Plan. A community wide default to Renewable 100 would address ~18% of the City's GHG emission reduction goal.
- Ava's current policy requires Board approval by the end of May and implementation the following March. Ava staff requests an exception to this timeline given **1)** the size of proposed load transitioning to Renewable 100; and **2)** recently proposed updates to the Renewable 100 Cost Allocation Methodology that postponed Fremont's Council vote.



Fremont: Load Size

- Fremont's load is nearly *double* the size of the current largest city (Hayward) to default to R100
- It is nearly *triple* the load of the next largest city (San Leandro)
- Aside from Hayward and San Leandro, Fremont's load is nearly the size of all other R100 cities combined (i.e.. Albany, Berkeley, Dublin, Emeryville, Pleasanton, and Piedmont).

Annual Usage by Jurisdiction - Fremont vs. Previously Opted Up Cities
Total Usage in 2022 (kWh)



Example of Potential Impacts on Renewable 100 Pricing

Renewable 100 Premium/kWh	2025	% of Baseline	Ave Resi Monthly Premium	2026	% of Baseline	Ave Resi Monthly Premium
Baseline (no change)	\$0.0025	-	\$0.90	\$0.0025	-	\$0.90
All Fremont (single enrollment)	\$0.0055	220%	\$1.98	\$0.0046	184%	\$1.66
Resi 2025/Comm 2026 (phased enrollment)	\$0.0034	136%	\$1.22	\$0.0044	176%	\$1.58
Comm 2025/Resi 2026 (phased enrollment)	\$0.0048	192%	\$1.73	\$0.0045	180%	\$1.62

Note: Price impacts would be applicable to all Renewable 100 customers (not just those in Fremont). The table above only reflects cost impacts to residential customers.



Recommendation & Next Steps

1. Approve Resolution regarding Fremont's request to default customers to Renewable 100.
2. Provide Board direction regarding the two implementation timelines identified by the City of Fremont and assessed by Ava staff (i.e., 1) a single, combined enrollment with residential and commercial customers enrolled in March 2025; or 2) a phased enrollment with residential customers enrolled in March 2025, and commercial customers enrolled in March 2026.

Ava's Default Rate Product Change Policy states the following:

- "Notwithstanding the foregoing, the Ava Chief Executive Officer ("CEO") and the Member [City of Fremont] may mutually agree upon a different implementation schedule, provided that the CEO provides the Board with notification of the agreed-upon schedule."

Correspondingly, the Resolution states the following:

- "*Section 3.* The CEO is authorized to work with Fremont to identify and agree upon a timeline for customer enrollment, which may take the form of a one-time enrollment of all customers in 2025, or a phased enrollment starting in 2025 and continuing through 2026.





CAC Item C6

Staff Report Item 17

TO: Ava Community Energy Authority Board of Directors

FROM: Alex DiGiorgio, Senior Manager, Public Engagement

SUBJECT: **Inclusion of New Communities: San Joaquin County (Action Item)**

DATE: July 17, 2024

Recommendation

Receive staff report and analysis regarding the addition of unincorporated San Joaquin County to Ava’s service area and take the following actions:

- A.) Adopt a Resolution to authorize San Joaquin County (unincorporated) to join Ava as a member agency and signatory to the JPA Agreement, with customer enrollments to begin in 2026; and to direct staff to update Exhibit A (“List of Parties”), Exhibit B (“Annual Energy Use”), and Exhibit C (“Voting Shares Vote”) of Ava’s Joint Powers Agreement to reflect the inclusion of San Joaquin County.

- B.) Adopt a Resolution to authorize staff to update Ava’s Implementation Plan to reflect the inclusion of County of San Joaquin, and to submit the updated Implementation Plan to the California Public Utilities Commission (CPUC) before the end of calendar year 2024.

Background and Discussion

Ava’s primary mission is to reduce energy-related greenhouse gas (GHG) emissions and combat climate change by providing access to renewable energy at competitive rates, while pioneering innovative programs and policies in its service territory. Expanding Ava’s service territory and customer base can facilitate these goals by diversifying Ava’s energy load and providing economies of scale. Moreover, by adding

new communities to its service area, Ava can cultivate a more demographically diverse customer base and broader political representation (e.g., through additional State and Federal districts); and help to advance sustainable development, environmental justice, and energy democracy throughout California.

New Community Inclusion: Requirements, Timing, Process

Section 3.1 of Ava's Joint Powers Authority (JPA) Agreement refers to the "Addition of Parties," and provides for the possibility of including new jurisdictions within the JPA and its corresponding service area with updates to the JPA Agreement's Exhibits.

Requirements: New community inclusion process and conditions of membership

In order to join Ava, the following legal and procedural requirements must be met: **1)** the governing body of the prospective jurisdiction (i.e., the City Council or County Board of Supervisors) must pass a Resolution requesting to join Ava and agreeing to become a signatory of the Ava JPA Agreement; and pass an ordinance to implement a community choice aggregation program pursuant to Public Utilities Code Section 366.2; **2)** A majority of Ava's total Board membership must pass a Resolution authorizing the addition of the prospective jurisdiction as a new member and directing staff to update the JPA Agreement Exhibits; and **3)** finally, Ava must submit an updated Implementation Plan to the CPUC reflecting the membership of the new jurisdiction within Ava's JPA.

The San Joaquin County Board of Supervisors has already adopted the required Resolution agreeing to become a signatory to Ava's JPA Agreement and join Ava; and it has passed the required two readings of a corresponding ordinance pursuant to Public Utilities Code Section 366.2 (please see attachments). The next step in San Joaquin County's Ava membership process is for the Ava Board of Directors to adopt the proposed Resolution adding San Joaquin County (unincorporated) to the JPA Agreement and including the County's unincorporated communities within Ava's service area with customer enrollments to begin in 2026.

Section 3.1 of the JPA Agreement also provides for the satisfaction of other "additional conditions" for JPA membership, including "membership payment" or "membership fee," which are subject to the discretion of Ava's Board. To date, Ava's Board has not imposed such conditions on membership for new parties.

San Joaquin County's elected leaders, County staff, and community members expect the County to be able to join Ava's JPA and participate in its governance under the same conditions as all current members. If these expectations are not met, it could lead unincorporated San Joaquin County and/or future, prospective new member-

jurisdictions in San Joaquin County or elsewhere to become less interested in joining Ava. For these reasons, the Board is encouraged to proceed cautiously when considering new conditions on JPA membership.

Once San Joaquin County has joined Ava and its membership is certified by the CPUC, the County will be entitled to appoint a member of the Board of Supervisors to serve as a member of the Ava Board of Directors.

Requirements: Update JPA Exhibits A, B, & C

To implement the addition of San Joaquin County as a signatory and member of Ava, the Board must approve updates to JPA Exhibits A (“List of Parties”); B (“Annual Energy Use”); and C (“Voting Shares”). Section 1.3 of the JPA Agreement provides that Exhibits A, B, and C may be revised upon the approval of the Board, without such revision constituting an amendment to the Agreement.

Exhibit A: “List of Parties”

Exhibit A lists the names of all jurisdictions which are members of Ava’s Joint Powers Authority. Updating this list is straightforward; it simply involves adding the names of new member jurisdictions, pending the passage of a Board Resolution authorizing their JPA membership.

If the Board authorizes the membership of San Joaquin County, the County’s name must be added to Exhibit A listed in alphabetical order (draft Attached).

Recommendation: Pending Board authorization to include the San Joaquin County, approve a motion to update Exhibit A to include the County among the “List of Parties.”

Exhibits B & C: “Annual Energy Use” & “Voting Shares Vote”

Exhibits B and C list the annual energy use and the voting shares percentage of each member jurisdiction.

The Board voting procedures are set forth in *Section 4.12* of the JPA Agreement. According to *Section 4.12.1*, most Board decisions require a simple majority vote of all the Directors, with each jurisdiction having one equal vote. This procedure is referred to as a “Percentage Vote.” Additionally, *Section 4.12.2* creates a “Voting Shares Vote” procedure, which may immediately follow an affirmative or a tied Percentage Vote if requested by three or more Directors. Under a Voting Shares Vote, each jurisdiction’s vote is essentially ‘weighted’ according to the size of its annual energy usage as compared to Ava’s total annual energy (i.e., the collective, community-wide electricity demand within its borders). To date, the Voting Shares Vote provision of the JPA has

never been invoked by the Ava Board of Directors, but it is nonetheless important to establish each member's Voting Share in the event that the Board opts to utilize this process in the future.

According to *Section 1.1.23* of the JPA Agreement, "Annual Energy Use" for the first two years after Ava's launch date (December 1, 2016) was to be based on the annual electricity usage within each member's respective jurisdiction (at that time, this would have been the PG&E load). After December 2018, the JPA Agreement provided that the Annual Energy Use would be based on the annual electricity usage of accounts served by Ava within the member's jurisdiction (in other words, the member agency's Ava load).

Historically, however, the Board has followed an alternate interpretation. Since the addition of Tracy, Newark, and Pleasanton in November 2019, the Board has expressly allowed new members to participate in 'Voting Shares' votes at their entry into Ava by updating Exhibit B to show the new member's most recent PG&E load data as their Annual Energy Use, rather than taking the position that Ava load should be the basis for Voting Shares, thus excluding territories where Ava has not launched service yet from a Voting Shares Vote under the JPA agreement. Staff recommends the Board follow this past practice with San Joaquin County in order to encourage their full participation in Ava's decision making process. Staff is currently working to bring a formal amendment to the Board to revise the JPA Agreement to reflect this longtime practice.

The Total Annual Energy is the sum of all the member jurisdictions' Annual Energy Use. Each member agency's percentage of the Total Annual Energy Use then becomes their Voting Share, as described in Exhibit C. The data in Exhibit B, together with the corresponding voting shares in Exhibit C, are supposed to be "adjusted annually as soon as reasonably practicable after January 1, but no later than March 1 each year subject to the approval of the Board."

Based on past practice, Ava staff recommends the Board update Exhibit B using the most recent PG&E load data available (i.e., from calendar year 2023). This provides an 'apples-to-apples' comparison for each member jurisdiction. Staff recommends that this data be used to determine the updated Voting Shares in Exhibit C.

Timing of new enrollments

In February of 2018, the CPUC passed [Resolution E-4907](#), which delays the timeline by which California cities and counties may begin service with Community Choice Aggregation (CCA) agencies, like Ava. In effect, cities and counties must wait a full calendar year between the time they form or join a CCA and when electricity customers

within their borders may be enrolled in the CCA’s service. As a result, any jurisdiction that requests to begin service with Ava by 2026, must complete the process of joining Ava’s JPA by the end of calendar year 2024. Otherwise, enrollment with Ava will not be possible until 2027 or later.

In April of 2023, the CPUC passed [Resolution E-5258](#), which delayed the City of Stockton’s Ava enrollment until January 1, 2025 (as well as the enrollments of other California cities that had been preparing to join CCAs in 2024). In brief, Resolution E-5258 retroactively applied additional conditions to CCAs that were planning to expand their service to new communities. These conditions focused on the timing of Resource Adequacy (“RA”) procurement and compliance requirements. Ava has since adjusted its RA planning to account for these requirements by aiming to submit the updated Implementation Plan before the end of September 2024. As a result, pending the Board’s approval, San Joaquin County’s anticipated start of Ava service would begin in 2026.

Process

The table below summarizes the County of San Joaquin’s Ava membership consideration and implementation processes:

Date	Event
Sep 2023- Apr 2024	Ava staff present to the San Joaquin County Board of Supervisors at the County’s invitation. Ava staff continue to engage and communicate with County staff and Supervisors
Oct 2023- May 2024	County completes PG&E load data request forms/non-disclosure agreements. Ava staff receives load data from PG&E.
Apr - May 2024	County Board of Supervisors passes Resolution, Ordinance to join Ava (attached).
May- June 2024	Ava conducts quantitative analysis to evaluate County’s JPA membership request (attached).
July 2024	Earliest opportunities for Ava’s Board of Directors (BoD) and Committees to consider quantitative analysis, JPA inclusion request(s), and updates to JPA Agreement Exhibits A, B and C.
Sep-Dec 2024	Latest opportunities for Ava BoD and Committees to consider quantitative analysis, JPA inclusion request(s), and updates to JPA Agreement Exhibits A, B and C. Pending affirmative Board vote, staff updates Exhibits, and files updated Implementation Plan with CPUC.
2025	San Joaquin County entitled to a seat on Ava’s Board of Directors; Ava’s initial community outreach to new communities begins. Some

	Ava programs may become available to Unincorporated San Joaquin County’s electricity customers (e.g. technical assistance w/energy resilience at critical municipal facilities).
2026	Ava customer account enrollments begin in unincorporated San Joaquin County

Financial Impact

The prospect of including a new community within Ava’s Joint Powers Authority and service area presents considerable financial implications for the agency. For this reason, Ava staff conducted a Quantitative Analysis (QA) using the City’s annual PG&E load data (from calendar year 2023) to evaluate the cost of service to this prospective new member jurisdiction. The results of this analysis are included as an attachment to this report (Attachment H).

In short, the purpose of the QA was to help answer the following, basic question: *Can Ava include unincorporated San Joaquin County within its growing service area, while providing the same level of service (or better) offered to current JPA member-jurisdictions and their communities?* This level of service (also known as Ava’s “value proposition”) offers customers competitive electricity rates with greater access to renewable and carbon-free energy resources compared to standard PG&E service.

According to the QA, the additional electric load of unincorporated San Joaquin County in 2023 would hypothetically yield approximately \$10.3 million to Ava’s net revenues, or an additional 7.95% to Ava’s overall net position for that year, when applying our historical hedge portfolio. For 2026, however, wholesale energy costs are forecasted to remain considerably higher than historical averages. As such, Ava’s initial year of service to unincorporated San Joaquin County is expected to reduce the agency’s net position, depending on market conditions at that time. We have shown high and low Power Resource Cost (PR Costs) scenarios. Over time, given extended time to procure, we expect SJC would contribute similarly to Ava’s net position.

The table below summarizes the findings of the QA. Please note the following:

- Financial Base-Case scenario is based upon expected forward looking estimates for revenues and power resource/energy costs (“PR” = Power Resource)
- The table provides Base-Case assumptions and results for 2026; and are based on estimates as of July 2024.
- Data reflects estimated service to SJC for full calendar year of service (2026). Exact enrollment timing may be phased and/or otherwise adjusted to optimize cost impacts, customer experience, and power resource procurement.

SJC (applying Ava's historical	SJC 2026 (high PR costs)	SJC 2026 (low PR costs)	Ava 2026 (w/out SJC)	Ava w/SJC 2026	Ava w/SJC 2026
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	average PR costs)			(high PR costs)	(low PR costs)
Accounts	58,003	58,003	58,003	760,618	818,621
Peak Load (MW)	314	314	314	1,859	2,173
Net Position %	+7.95%	-23.4%	-4.6%	+4.6%	+1.9%
Net Position \$	\$10.3M	-\$30.3M	-\$5.7M	\$51.0M	\$20.7M
Annual Load (GWh/yr)	1,030	1,030	1,030	8,034	9,064

NOTES:

- *Based on current overhead costs and 10-year average market values/forecasts;
- *Assumes 7% account opt out rate (slightly above Ava’s current service area-wide opt out rate);
- *Applies Ava’s 2025 rates from 2024-25 budget development;
- *Data excludes ineligible loads (e.g. municipal utilities/irrigation districts, Direct Access;
- *Uses 2023 PG&E load data for San Joaquin County (the most recent available);

Qualitative Considerations

Lastly, in addition to considering the governance and financial implications of San Joaquin County’s Ava membership, there are numerous qualitative benefits that the Board should consider as well. These include the following:

- **Diversity, Equity, and Inclusion (DEI)** - By expanding access to competitively priced renewable energy and related programs to growing, frontline communities in California’s Central Valley, Ava can continue to advance the Agency’s goals around diversity, equity, and inclusion;
- **Environmental Justice** – For a variety of systemic, economic, geographic, topographic, historical, and socio-political reasons, air pollution (among other forms of pollution) in San Joaquin County and the greater San Joaquin Valley region represents an urgent public health challenge.¹¹ Pediatric asthma, in particular, is fairly widespread, affecting one in six children.¹² By providing alternatives to fossil fuel-based energy resources in the building, transportation, and agricultural sectors, Ava can help advance environmental justice and increase the quality of life for local communities;
- **Local Programs** – Due to its location within a major highway corridor and a global hub for agriculture, industry, and light/medium/heavy-duty trucking and goods transport, San Joaquin County offers tremendous programmatic opportunities for Ava’s transportation and building electrification endeavors. Ava

staff has identified multiple program areas where collaboration can begin right away;

- **Legislation and Political Influence** – By welcoming new State Assembly/Senate districts and new Federal Congressional districts into Ava’s service area, Ava’s current communities and customers will benefit from greater representation in Sacramento and Washington DC through Ava’s legislative and regulatory advocacy efforts;
- **CCA Proliferation, Public Power, and Energy Democracy** – When fast-growing, demographically diverse communities, such as those within San Joaquin County, join California’s CCA moment, they help catalyze public power and energy democracy throughout California by example. Combined with the cities of Tracy, Stockton and Lathrop, the addition of San Joaquin County to Ava would likely have a compounding positive impact and may influence neighboring Central Valley jurisdictions to consider CCA membership generally and/or Ava membership specifically.

Attachments

- A. Ava Resolution to include the San Joaquin County as a JPA member
- B. Ava Resolution authorizing Ava staff to update Ava’s Implementation Plan and submit it to the CPUC by end of calendar year 2024;
- C. Current Ava Joint Powers Agreement including Exhibits A, B and C;
- D. Proposed updates to JPA Exhibits A, B and C to include San Joaquin County (unincorporated);
- E. San Joaquin County’s signed Resolution to join Ava;
- F. San Joaquin County’s signed Ordinance to join Ava/implement CCA;
- G. San Joaquin County’s signed Ava JPA signature page
- H. Presentation: San Joaquin County’s Ava membership and analysis

RESOLUTION NO. R-2024-xx

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF AVA COMMUNITY ENERGY AUTHORITY AUTHORIZING SAN JOAQUIN
COUNTY TO BECOME A PARTY TO THE JOINT POWERS AGREEMENT AND
MEMBER OF AVA**

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 Joint Powers Authority (JPA) in November of 2019. 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 on September 24, 2002, the Governor of California signed into law Assembly Bill 117 (Stat. 2002, Ch. 838; see California Public Utilities Code section 366.2; hereinafter referred to as the “Act”), which authorizes any California city or county, whose governing body so elects, to combine the electricity load of its residents and businesses in a community-wide electricity aggregation program known as Community Choice Aggregation (“CCA”); and

WHEREAS, on November 8, 2017, the California Public Utilities Commission (“CPUC”) certified the “Implementation Plan” of Ava, confirming Ava’s compliance with the requirements of the Act; and

WHEREAS Section 3.1 of the Ava Joint Powers Agreement (“Agreement”) sets forth the procedures for the addition of new member jurisdictions; and

WHEREAS including new member jurisdictions within Ava’s Joint Powers Authority can benefit Ava communities, customers, and the general public by 1) expanding access to competitively-priced renewable energy, innovative programs and equitable policies; 2) achieving greater economies of scale, while accelerating the reduction of greenhouse gas emissions; 3) enhancing Ava’s financial strength through increased revenues and reserves; 4) diversifying the Agency’s service area, while

advancing environmental justice in historically marginalized communities; 5) empowering local stakeholders with more direct representation before State-level regulators and elected officials; and 6) inspiring more cities and counties to explore public power options in California and nationwide; and

WHEREAS on April 9, 2024, through a unanimous vote of its Board of Supervisors, San Joaquin County expressed its intention of joining Ava and participating in the Agency's CCA program by passing a resolution to request membership in Ava and introducing an ordinance to implement a CCA program as required by Public Utilities Code section 366.2; and the ordinance was formally adopted on May 9, 2024; and

WHEREAS Ava conducted a quantitative analysis to examine the cost of service to San Joaquin County, which indicated positive qualitative and quantitative benefits from their membership to the prospective County as well as to Ava's current communities and customer base; and,

WHEREAS per CPUC rules, prospective member jurisdictions must join Ava before the end of calendar year 2024 to begin customer enrollments in Ava's service options by 2026; and

WHEREAS Section 3.1 of the Agreement requires the Board of Directors to adopt a resolution authorizing the membership of additional member jurisdictions, and specifying the membership payment and conditions for membership, if any.

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

Section 1. San Joaquin County is hereby authorized to become a party to the Agreement and a member of Ava, subject to the following conditions:

- (a) The Community Choice Aggregation ordinance adopted by San Joaquin County becoming effective.
- (b) The execution of the Agreement by the duly authorized official of San Joaquin County.

Section 2. Staff are hereby directed to revise Exhibits A, B, and C of the Agreement to include San Joaquin County as a member of Ava and to provide updated energy load information. Revised Exhibits are attached to this Resolution and incorporated herein.

Section 3. The CEO and General Counsel are hereby authorized to take all necessary implementing actions to effectuate this Resolution, including but not limited to filing a revised Agreement with the Secretary of State and applicable Local Agency Formation Commissions, as required by state law.

ADOPTED AND APPROVED this 17th day of July, 2024.

Jack Balch, Chair

ATTEST:

Adrian Bankhead, Clerk of the Board

RESOLUTION NO. R-2024-xx

A RESOLUTION OF THE BOARD OF DIRECTORS

OF AVA COMMUNITY ENERGY AUTHORITY AUTHORIZING AVA STAFF TO UPDATE AVA'S IMPLEMENTATION PLAN TO REFLECT THE INCLUSION OF A NEW MEMBER JURISDICTION AND SUBMIT THE UPDATED PLAN TO THE CPUC

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 Joint Powers Authority (JPA) in November of 2019. 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 has approved Resolution **XX** to authorize San Joaquin County to become a member of Ava, with enrollments expected to begin in 2026;

WHEREAS on February 8, 2018, the California Public Utilities Commission ("CPUC") passed Resolution E-4907, which requires a one year waiting period for jurisdictions intending to form or join a community choice aggregation ("CCA") program, like Ava;

WHEREAS in order to begin enrolling electricity customers in unincorporated San Joaquin County by 2026, Ava must submit to the CPUC an updated Implementation Plan and Statement of Intent ("Implementation Plan") reflecting the inclusion of this new member jurisdiction before the end of the 2024 calendar year.

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

Section 1. The Board hereby authorizes Ava staff to update Ava's Implementation Plan, reflecting the membership of San Joaquin County.

Section 2. The Board hereby directs staff to submit the updated Implementation Plan to the CPUC for certification as soon as reasonably feasible, before December 31, 2024.

ADOPTED AND APPROVED this 17th day of July, 2024.

Jack Balch, Chair

ATTEST:

Adrian Bankhead, Clerk of the Board

Ava Community Energy Authority

- Joint Powers Agreement –

Effective December 1, 2016

As amended by Resolution No. 2018-23 dated June 20, 2018

As further amended by Resolution No. R-2022-28 dated September 21, 2022

As further amended by Resolution No. 2023-48 dated September 20, 2023

As further amended by Resolution No. 2023-54 dated October 18, 2023

Among The Following Parties:

County of Alameda

City of Albany

City of Berkeley

City of Dublin

City of Emeryville

City of Fremont

City of Hayward

City of Lathrop

City of Livermore

City of Newark

City of Oakland

City of Piedmont

City of Pleasanton

City of San Leandro

City of Stockton

City of Tracy

City of Union City

AVA COMMUNITY ENERGY AUTHORITY

JOINT POWERS AGREEMENT

This Joint Powers Agreement (“Agreement”), effective as of December 1, 2016, is made and entered into pursuant to the provisions of Title 1, Division 7, Chapter 5, Article 1 (Section 6500 *et seq.*) of the California Government Code relating to the joint exercise of powers among the parties set forth in Exhibit A (“Parties”). The term “Parties” shall also include an incorporated municipality or county added to this Agreement in accordance with Section 3.1.

RECITALS

1. The Parties are either incorporated municipalities or counties sharing various powers under California law, including but not limited to the power to purchase, supply, and aggregate electricity for themselves and their inhabitants.
2. In 2006, the State Legislature adopted AB 32, the Global Warming Solutions Act, which mandates a reduction in greenhouse gas emissions in 2020 to 1990 levels. The California Air Resources Board is promulgating regulations to implement AB 32 which will require local government to develop programs to reduce greenhouse gas emissions.
3. The purposes for the Initial Participants (as such term is defined in Section 1.1.16 below) entering into this Agreement include securing electrical energy supply for customers in participating jurisdictions, addressing climate change by reducing energy related greenhouse gas emissions, promoting electrical rate price stability, and fostering local economic benefits such as jobs creation, community energy programs and local power development. It is the intent of this Agreement to promote the development and use of a wide range of renewable energy sources and energy efficiency programs, including but not limited to State, regional and local solar and wind energy production.
4. The Parties desired to establish a separate public agency, known as the East Bay Community Energy Authority (“Authority”), under the provisions of the Joint Exercise of Powers Act of the State of California (Government Code Section 6500 *et seq.*) (“Act”) in order to collectively study, promote, develop, conduct, operate, and manage energy programs.
5. The Initial Participants each adopted an ordinance electing to implement through the Authority a Community Choice Aggregation program pursuant to California Public Utilities Code Section 366.2 (“CCA Program”). The first priority of the Authority will be the consideration of those actions necessary to implement the CCA Program.
6. By establishing the Authority, the Parties seek to:
 - (a) Provide electricity rates that are lower or competitive with those offered by PG&E for similar products;

- (b) Offer differentiated energy options (e.g. 33% or 50% qualified renewable) for default service, and a 100% renewable content option in which customers may “opt-up” and voluntarily participate;
 - (c) 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;
 - (d) Establish an energy portfolio that prioritizes the use and development of local renewable resources and minimizes the use of unbundled renewable energy credits;
 - (e) Promote an energy portfolio that incorporates energy efficiency and demand response programs and has aggressive reduced consumption goals;
 - (f) 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);
 - (g) 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;
 - (h) 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;
 - (i) Promote personal and community ownership of renewable resources, spurring equitable economic development and increased resilience, especially in low income communities;
 - (j) 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
 - (k) 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.
- (l) The Parties desire to change the name of the agency from East Bay Community Energy Authority to Ava Community Energy Authority.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions hereinafter set forth, it is agreed by and among the Parties as follows:

ARTICLE 1 CONTRACT DOCUMENTS

1.1 Definitions. Capitalized terms used in the Agreement shall have the meanings specified below, unless the context requires otherwise.

- 1.1.1 “AB 117” means Assembly Bill 117 (Stat. 2002, ch. 838, codified at Public Utilities Code Section 366.2), which created CCA.
- 1.1.2 “Act” means the Joint Exercise of Powers Act of the State of California (Government Code Section 6500 *et seq.*)
- 1.1.3 “Agreement” means this Joint Powers Agreement.
- 1.1.4 “Annual Energy Use” has the meaning given in Section 1.1.23.
- 1.1.5 “Authority” means the Ava Community Energy Authority established pursuant to this Joint Powers Agreement.
- 1.1.6 “Authority Document(s)” means document(s) duly adopted by the Board by resolution or motion implementing the powers, functions and activities of the Authority, including but not limited to the Operating Rules and Regulations, the annual budget, and plans and policies.
- 1.1.7 “Board” means the Board of Directors of the Authority.
- 1.1.8 “Community Choice Aggregation” or “CCA” means an electric service option available to cities and counties pursuant to Public Utilities Code Section 366.2.
- 1.1.9 “CCA Program” means the Authority’s program relating to CCA that is principally described in Sections 2.4 and 5.1.
- 1.1.10 “Days” shall mean calendar days unless otherwise specified by this Agreement.
- 1.1.11 “Director” means a member of the Board of Directors representing a Party, including an alternate Director.
- 1.1.12 “Effective Date” means the date on which this Agreement shall become effective and the Ava Community Energy Authority shall exist as a separate public agency, as further described in Section 2.1.

- 1.1.13** “Ex Officio Board Member” means a non-voting member of the Board of Directors as described in Section 4.2.2. The Ex Officio Board Member may not serve on the Executive Committee of the Board or participate in closed session meetings of the Board.
- 1.1.14** “Implementation Plan” means the plan generally described in Section 5.1.2 of this Agreement that is required under Public Utilities Code Section 366.2 to be filed with the California Public Utilities Commission for the purpose of describing a proposed CCA Program.
- 1.1.15** “Initial Costs” means all costs incurred by the Authority relating to the establishment and initial operation of the Authority, such as the hiring of a Chief Executive Officer and any administrative staff, any required accounting, administrative, technical and legal services in support of the Authority’s initial formation activities or in support of the negotiation, preparation and approval of power purchase agreements. The Board shall determine the termination date for Initial Costs.
- 1.1.16** “Initial Participants” means, for the purpose of this Agreement the County of Alameda, the Cities of Albany, Berkeley, Emeryville, Oakland, Piedmont, San Leandro, Hayward, Union City, Fremont, Dublin, and Livermore.
- 1.1.17** “Operating Rules and Regulations” means the rules, regulations, policies, bylaws and procedures governing the operation of the Authority.
- 1.1.18** “Parties” means, collectively, the signatories to this Agreement that have satisfied the conditions in Sections 2.2 or 3.1 such that it is considered a member of the Authority.
- 1.1.19** “Party” means, singularly, a signatory to this Agreement that has satisfied the conditions in Sections 2.2 or 3.1 such that it is considered a member of the Authority.
- 1.1.20** “Percentage Vote” means a vote taken by the Board pursuant to Section 4.12.1 that is based on each Party having one equal vote.
- 1.1.21** “Total Annual Energy” has the meaning given in Section 1.1.23.
- 1.1.22** “Voting Shares Vote” means a vote taken by the Board pursuant to Section 4.12.2 that is based on the voting shares of each Party described in Section 1.1.23 and set forth in Exhibit C to this Agreement. A Voting Shares vote cannot take place on a matter unless the matter first receives an affirmative or tie Percentage Vote in the manner required by Section 4.12.1 and three or more Directors immediately thereafter request such vote.

1.1.23 “Voting Shares Formula” means the weight applied to a Voting Shares Vote and is determined by the following formula:

(Annual Energy Use/Total Annual Energy) multiplied by 100, where (a) “Annual Energy Use” means (i) with respect to the first two years following the Effective Date, the annual electricity usage, expressed in kilowatt hours (“kWh”), within the Party’s respective jurisdiction and (ii) with respect to the period after the second anniversary of the Effective Date, the annual electricity usage, expressed in kWh, of accounts within a Party’s respective jurisdiction that are served by the Authority and (b) “Total Annual Energy” means the sum of all Parties’ Annual Energy Use. The initial values for Annual Energy use are designated in Exhibit B and the initial voting shares are designated in Exhibit C. Both Exhibits B and C shall be adjusted annually as soon as reasonably practicable after January 1, but no later than March 1 of each year subject to the approval of the Board.

1.2 **Documents Included.** This Agreement consists of this document and the following exhibits, all of which are hereby incorporated into this Agreement.

- Exhibit A: List of the Parties
- Exhibit B: Annual Energy Use
- Exhibit C: Voting Shares

1.3 **Revision of Exhibits.** The Parties agree that Exhibits A, B and C to this Agreement describe certain administrative matters that may be revised upon the approval of the Board, without such revision constituting an amendment to this Agreement, as described in Section 8.4. The Authority shall provide written notice to the Parties of the revision of any such exhibit.

ARTICLE 2
FORMATION OF AVA COMMUNITY ENERGY AUTHORITY (FORMERLY EAST BAY COMMUNITY ENERGY AUTHORITY)

2.1 **Effective Date and Term.** This Agreement shall become effective and Ava Community Energy Authority shall exist as a separate public agency on December 1, 2016, provided that this Agreement is executed on or prior to such date by at least three Initial Participants after the adoption of the ordinances required by Public Utilities Code Section 366.2(c)(12). The Authority shall provide notice to the Parties of the Effective Date. The Authority shall continue to exist, and this Agreement shall be effective, until this Agreement is terminated in accordance with Section 7.3, subject to the rights of the Parties to withdraw from the Authority.

2.2 **Initial Participants.** Until December 31, 2016, all other Initial Participants may become a Party by executing this Agreement and delivering an executed copy of this Agreement and a copy of the adopted ordinance required by Public Utilities Code Section 366.2(c)(12) to the

Authority. Additional conditions, described in Section 3.1, may apply (i) to either an incorporated municipality or county desiring to become a Party that is not an Initial Participant and (ii) to Initial Participants that have not executed and delivered this Agreement within the time period described above.

2.3 Formation. There is formed as of the Effective Date a public agency named the East Bay Community Energy Authority, later renamed Ava Community Energy Authority. Pursuant to Sections 6506 and 6507 of the Act, the Authority is a public agency separate from the Parties. The debts, liabilities or obligations of the Authority shall not be debts, liabilities or obligations of the individual Parties unless the governing board of a Party agrees in writing to assume any of the debts, liabilities or obligations of the Authority. A Party who has not agreed to assume an Authority debt, liability or obligation shall not be responsible in any way for such debt, liability or obligation even if a majority of the Parties agree to assume the debt, liability or obligation of the Authority. Notwithstanding Section 8.4 of this Agreement, this Section 2.3 may not be amended unless such amendment is approved by the governing boards of all Parties.

2.4 Purpose. The purpose of this Agreement is to establish an independent public agency in order to exercise powers common to each Party and any other powers granted to the Authority under state law to participate as a group in the CCA Program pursuant to Public Utilities Code Section 366.2(c)(12); to study, promote, develop, conduct, operate, and manage energy and energy-related climate change programs; and, to exercise all other powers necessary and incidental to accomplishing this purpose.

2.5 Powers. The Authority shall have all powers common to the Parties and such additional powers accorded to it by law. The Authority is authorized, in its own name, to exercise all powers and do all acts necessary and proper to carry out the provisions of this Agreement and fulfill its purposes, including, but not limited to, each of the following:

- 2.5.1** to make and enter into contracts, including those relating to the purchase or sale of electrical energy or attributes thereof;
- 2.5.2** to employ agents and employees, including but not limited to a Chief Executive Officer and General Counsel;
- 2.5.3** to acquire, contract, manage, maintain, and operate any buildings, works or improvements, including electric generating facilities;
- 2.5.4** to acquire property by eminent domain, or otherwise, except as limited under Section 6508 of the Act, and to hold or dispose of any property;
- 2.5.5** to lease any property;
- 2.5.6** to sue and be sued in its own name;
- 2.5.7** to incur debts, liabilities, and obligations, including but not limited to loans from private lending sources pursuant to its temporary borrowing powers such as Government Code Section 53850 *et seq.* and authority under the Act;

- 2.5.8 to form subsidiary or independent corporations or entities, if appropriate, to carry out energy supply and energy conservation programs at the lowest possible cost consistent with the Authority's CCA Program implementation plan, risk management policies, or to take advantage of legislative or regulatory changes;
- 2.5.9 to issue revenue bonds and other forms of indebtedness;
- 2.5.10 to apply for, accept, and receive all licenses, permits, grants, loans or other assistance from any federal, state or local public agency;
- 2.5.11 to submit documentation and notices, register, and comply with orders, tariffs and agreements for the establishment and implementation of the CCA Program and other energy programs;
- 2.5.12 to adopt rules, regulations, policies, bylaws and procedures governing the operation of the Authority ("Operating Rules and Regulations");
- 2.5.13 to make and enter into service, energy and any other agreements necessary to plan, implement, operate and administer the CCA Program and other energy programs, including the acquisition of electric power supply and the provision of retail and regulatory support services; and
- 2.5.14 to negotiate project labor agreements, community benefits agreements and collective bargaining agreements with the local building trades council and other interested parties.

2.6 Limitation on Powers. As required by Government Code Section 6509, the power of the Authority is subject to the restrictions upon the manner of exercising power possessed by the City of Emeryville and any other restrictions on exercising the powers of the Authority that may be adopted by the Board.

2.7 Compliance with Local Zoning and Building Laws. Notwithstanding any other provisions of this Agreement or state law, any facilities, buildings or structures located, constructed or caused to be constructed by the Authority within the territory of the Authority shall comply with the General Plan, zoning and building laws of the local jurisdiction within which the facilities, buildings or structures are constructed and comply with the California Environmental Quality Act ("CEQA").

2.8 Compliance with the Brown Act. The Authority and its officers and employees shall comply with the provisions of the Ralph M. Brown Act, Government Code Section 54950 *et seq.*

2.9 Compliance with the Political Reform Act and Government Code Section 1090. The Authority and its officers and employees shall comply with the Political Reform Act (Government Code Section 81000 *et seq.*) and Government Code Section 1090 *et seq.*, and shall adopt a Conflict of Interest Code pursuant to Government Code Section 87300. The Board of

Directors may adopt additional conflict of interest regulations in the Operating Rules and Regulations.

ARTICLE 3 **AUTHORITY PARTICIPATION**

3.1 Addition of Parties. Subject to Section 2.2, relating to certain rights of Initial Participants, other incorporated municipalities and counties may become Parties upon (a) the adoption of a resolution by the governing body of such incorporated municipality or county requesting that the incorporated municipality or county, as the case may be, become a member of the Authority, (b) the adoption by an affirmative vote of a majority of all Directors of the entire Board satisfying the requirements described in Section 4.12, of a resolution authorizing membership of the additional incorporated municipality or county, specifying the membership payment, if any, to be made by the additional incorporated municipality or county to reflect its pro rata share of organizational, planning and other pre-existing expenditures, and describing additional conditions, if any, associated with membership, (c) the adoption of an ordinance required by Public Utilities Code Section 366.2(c)(12) and execution of this Agreement and other necessary program agreements by the incorporated municipality or county, (d) payment of the membership fee, if any, and (e) satisfaction of any conditions established by the Board.

3.2 Continuing Participation. The Parties acknowledge that membership in the Authority may change by the addition and/or withdrawal or termination of Parties. The Parties agree to participate with such other Parties as may later be added, as described in Section 3.1. The Parties also agree that the withdrawal or termination of a Party shall not affect this Agreement or the remaining Parties' continuing obligations under this Agreement.

ARTICLE 4 **GOVERNANCE AND INTERNAL ORGANIZATION**

4.1 Board of Directors. The governing body of the Authority shall be a Board of Directors ("Board") consisting of one director for each Party appointed in accordance with Section 4.2.

4.2 Appointment of Directors. The Directors shall be appointed as follows:

4.2.1 The governing body of each Party shall appoint and designate in writing one regular Director who shall be authorized to act for and on behalf of the Party on matters within the powers of the Authority. The governing body of each Party also shall appoint and designate in writing one alternate Director who may vote on matters when the regular Director is absent from a Board meeting. The person appointed and designated as the regular Director shall be a member of the governing body of the Party at the time of appointment but may continue to serve as a Director following his/her term as a member of the Party's governing body until a new Director is appointed pursuant to the timing in Section 4.3. The person appointed and designated as the alternate Director shall also be a member of the governing body of a Party and the alternate may continue to serve

as an alternate following his/her term as a member of a Party's governing body until a new alternate is appointed pursuant to the timing in Section 4.3.

- 4.2.2 The Board shall also include one non-voting ex officio member as defined in Section 1.1.13 ("Ex Officio Board Member"). The Chair of the Community Advisory Committee, as described in Section 4.9 below, shall serve as the Ex Officio Board Member. The Vice Chair of the Community Advisory Committee shall serve as an alternate Ex Officio Board Member when the regular Ex Officio Board Member is absent from a Board meeting.
- 4.2.3 The Operating Rules and Regulations, to be developed and approved by the Board in accordance with Section 2.5.12 may include rules regarding Directors, such as meeting attendance requirements. No Party shall be deprived of its right to seat a Director on the Board.

4.3 Term of Office. Each regular and alternate Director shall serve at the pleasure of the governing body of the Party that the Director represents and may be removed as Director by such governing body at the time. If at any time a vacancy occurs on the Board because a Director is no longer a member of a Party's governing body, the Party shall appoint a replacement to fill the position of the previous Director in accordance with the provisions of Section 4.2.1 within ninety (90) days of the date that such Director is no longer a member of a Party's governing body or for any other reason that such position becomes vacant.

4.4 Quorum. A majority of the Directors of the entire Board shall constitute a quorum, except that less than a quorum may adjourn a meeting from time to time in accordance with law.

4.5 Powers and Function of the Board. The Board shall conduct or authorize to be conducted all business and activities of the Authority, consistent with this Agreement, the Authority Documents, the Operating Rules and Regulations, and applicable law. Board approval shall be required for any of the following actions, which are defined as "Essential Functions":

- 4.5.1 The issuance of bonds or any other financing even if program revenues are expected to pay for such financing.
- 4.5.2 The hiring of a Chief Executive Officer and General Counsel.
- 4.5.3 The appointment or removal of an officer.
- 4.5.4 The adoption of the Annual Budget.
- 4.5.5 The adoption of an ordinance.
- 4.5.6 The initiation of resolution of claims and litigation where the Authority will be the defendant, plaintiff, petitioner, respondent, cross complainant or cross petitioner, or intervenor; provided, however, that the Chief

Executive Officer or General Counsel, on behalf of the Authority, may intervene in, become party to, or file comments with respect to any proceeding pending at the California Public Utilities Commission, the Federal Energy Regulatory Commission, or any other administrative agency, without approval of the Board. The Board shall adopt Operating Rules and Regulations governing the Chief Executive Officer and General Counsel's exercise of authority under this Section 4.5.6.

4.5.7 The setting of rates for power sold by the Authority and the setting of charges for any other category of service provided by the Authority.

4.5.8 Termination of the CCA Program.

4.6 **Executive Committee.** The Board shall establish an Executive Committee consisting of a smaller number of Directors. The Board may delegate to the Executive Committee such authority as the Board might otherwise exercise, subject to limitations placed on the Board's authority to delegate certain Essential Functions, as described in Section 4.5 and the Operating Rules and Regulations. The Board may not delegate to the Executive Committee or any other committee its authority under Section 2.5.12 to adopt and amend the Operating Rules and Regulations or its Essential Functions listed in Section 4.5. After the Executive Committee meets or otherwise takes action, it shall, as soon as practicable, make a report of its activities at a meeting of the Board.

4.7 **Director Compensation.** Directors shall receive a stipend of \$100 per meeting, as adjusted to account for inflation, as provided for in the Authority's Operating Rules and Regulations.

4.8 **Commissions, Boards and Committees.** The Board may establish any advisory commissions, boards and committees as the Board deems appropriate to assist the Board in carrying out its functions and implementing the CCA Program, other energy programs and the provisions of this Agreement. The Board may establish rules, regulations, policies, bylaws or procedures to govern any such commissions, boards, or committees and shall determine whether members shall be compensated or entitled to reimbursement for expenses.

4.9 **Community Advisory Committee.** The Board shall establish a Community Advisory Committee consisting of nine members and three alternates, none of whom may be voting members of the Board. One alternate from the pool of three alternates may take the place of a Community Advisory Member when a Community Advisory Committee member cannot attend a meeting. The Community Advisory Committee member that is unable to attend a meeting must notify the alternates of their inability to attend and obtain confirmation that one of the Alternates can attend the Community Advisory Committee meeting in that member's place. The function of the Community Advisory Committee shall be to advise the Board of Directors on all subjects related to the operation of the CCA Program as set forth in a work plan adopted by the Board of Directors from time to time, with the exception of personnel and litigation decisions. The Community Advisory Committee is advisory only, and shall not have decision making authority, or receive any delegation of authority from the Board of Directors. The Board shall publicize the opportunity to serve on the Community Advisory Committee and shall

appoint members of the Community Advisory Committee and Alternates from those individuals expressing interest in serving, and who represent a diverse cross-section of interests, skill sets and geographic regions. Members of the Community Advisory Committee shall serve staggered four-years terms (the first term of three of the members shall be two years, and four years thereafter), which may be renewed. A member or Alternate of the Community Advisory Committee may be removed by the Board of Directors by majority vote. The Board of Directors shall determine whether the Community Advisory Committee members will receive a stipend or be entitled to reimbursement of expenses.

4.10 Chief Executive Officer. The Board of Directors shall appoint a Chief Executive Officer for the Authority, who shall be responsible for the day-to-day operation and management of the Authority and the CCA Program. The Chief Executive Officer may exercise all powers of the Authority, including the power to hire, discipline and terminate employees as well as the power to approve any agreement, if the expenditure is authorized in the Authority's approved budget, except the powers specifically set forth in Section 4.5 or those powers which by law must be exercised by the Board of Directors. The Board of Directors shall provide procedures and guidelines for the Chief Executive Officer exercising the powers of the Authority in the Operating Rules and Regulations.

4.11 General Counsel. The Board of Directors shall appoint a General Counsel for the Authority, who shall be responsible for providing legal advice to the Board of Directors and overseeing all legal work for the Authority.

4.12 Board Voting.

4.12.1 Percentage Vote. Except when a supermajority vote is expressly required by this Agreement or the Operating Rules and Regulations, action of the Board on all matters shall require an affirmative vote of a majority of all Directors on the entire Board (a "Percentage Vote" as defined in Section 1.1.20). A supermajority vote is required by this Agreement for the matters addressed by Section 8.4. When a supermajority vote is required by this Agreement or the Operating Rules and Regulations, action of the Board shall require an affirmative Percentage Vote of the specified supermajority of all Directors on the entire Board. No action can be taken by the Board without an affirmative Percentage Vote. Notwithstanding the foregoing, in the event of a tie in the Percentage Vote, an action may be approved by an affirmative "Voting Shares Vote," as defined in Section 1.1.22, if three or more Directors immediately request such vote.

4.12.2 Voting Shares Vote. In addition to and immediately after an affirmative percentage vote, three or more Directors may request that, a vote of the voting shares shall be held (a "Voting Shares Vote" as defined in Section 1.1.22). To approve an action by a Voting Shares Vote, the corresponding voting shares (as defined in Section 1.1.23 and Exhibit C) of all Directors voting in the affirmative shall exceed 50% of the voting share of all Directors on the entire Board, or such other higher voting shares percentage expressly required by this Agreement or the Operating Rules

and Regulations. In the event that any one Director has a voting share that equals or exceeds that which is necessary to disapprove the matter being voted on by the Board, at least one other Director shall be required to vote in the negative in order to disapprove such matter. When a voting shares vote is held, action by the Board requires both an affirmative Percentage Vote and an affirmative Voting Shares Vote. Notwithstanding the foregoing, in the event of a tie in the Percentage Vote, an action may be approved on an affirmative Voting Shares Vote. When a supermajority vote is required by this Agreement or the Operating Rules and Regulations, the supermajority vote is subject to the Voting Share Vote provisions of this Section 4.12.2, and the specified supermajority of all Voting Shares is required for approval of the action, if the provision of this Section 4.12.2 are triggered.

4.13 Meetings and Special Meetings of the Board. The Board shall hold at least four regular meetings per year, but the Board may provide for the holding of regular meetings at more frequent intervals. The date, hour and place of each regular meeting shall be fixed by resolution or ordinance of the Board. Regular meetings may be adjourned to another meeting time. Special and Emergency meetings of the Board may be called in accordance with the provisions of California Government Code Section 54956 and 54956.5. Directors may participate in meetings telephonically, with full voting rights, only to the extent permitted by law.

4.14 Officers.

4.14.1 Chair and Vice Chair. Prior to the end of the fiscal year, the Directors shall elect, from among themselves, a Chair, who shall be the presiding officer of all Board meetings, and a Vice Chair, who shall serve in the absence of the Chair. The newly elected Chair and Vice Chair shall commence serving in those capacities on July 1, except that no separate election shall be required for Fiscal Year 2018-2019 and the Chair and Vice Chair elected in 2018 shall continue to serve until the end of the 2018-2019 Fiscal Year. The Chair and Vice Chair shall hold office for one year and serve no more than two consecutive terms, however, the total number of terms a Director may serve as Chair or Vice Chair is not limited. The office of either the Chair or Vice Chair shall be declared vacant and the Board shall make a new selection if: (a) the person serving dies, resigns, or ceases to be a member of the governing body of a Party that person represents, except if the person is continuing to serve on the Board after that person no longer serves on the governing body in conformance with section 4.2.1; (b) the Party that the person represents removes the person as its representative on the Board, or (c) the Party that the person represents withdraws from the Authority pursuant to the provisions of this Agreement.

4.14.2 Secretary. The Board shall appoint a Secretary, who need not be a member of the Board, who shall be responsible for keeping the minutes of all meetings of the Board and all other official records of the Authority.

4.14.3 Treasurer and Auditor. The Board shall appoint a qualified person to act as the Treasurer and a qualified person to act as the Auditor, neither of whom needs to be a member of the Board. The same person may not simultaneously hold both the office of Treasurer and the office of the Auditor of the Authority. Unless otherwise exempted from such requirement, the Authority shall cause an independent audit to be made annually by a certified public accountant, or public accountant, in compliance with Section 6505 of the Act. The Treasurer shall act as the depository of the Authority and have custody of all the money of the Authority, from whatever source, and as such, shall have all of the duties and responsibilities specified in Section 6505.5 of the Act. The Board may require the Treasurer and/or Auditor to file with the Authority an official bond in an amount to be fixed by the Board, and if so requested, the Authority shall pay the cost of premiums associated with the bond. The Treasurer shall report directly to the Board and shall comply with the requirements of treasurers of incorporated municipalities. The Board may transfer the responsibilities of Treasurer to any person or entity as the law may provide at the time.

4.15 Administrative Services Provider. The Board may appoint one or more administrative services providers to serve as the Authority's agent for planning, implementing, operating and administering the CCA Program, and any other program approved by the Board, in accordance with the provisions of an Administrative Services Agreement. The appointed administrative services provider may be one of the Parties. The Administrative Services Agreement shall set forth the terms and conditions by which the appointed administrative services provider shall perform or cause to be performed all tasks necessary for planning, implementing, operating and administering the CCA Program and other approved programs. The Administrative Services Agreement shall set forth the term of the Agreement and the circumstances under which the Administrative Services Agreement may be terminated by the Authority. This section shall not in any way be construed to limit the discretion of the Authority to hire its own employees to administer the CCA Program or any other program.

4.16 Operational Audit. The Authority shall commission an independent agent to conduct and deliver at a public meeting of the Board an evaluation of the performance of the CCA Program relative to goals for renewable energy and carbon reductions. The Authority shall approve a budget for such evaluation and shall hire a firm or individual that has no other direct or indirect business relationship with the Authority. The evaluation shall be conducted at least once every two years.

ARTICLE 5

IMPLEMENTATION ACTION AND AUTHORITY DOCUMENTS

5.1 Implementation of the CCA Program.

5.1.1 Enabling Ordinance. Prior to the execution of this Agreement, each Party shall adopt an ordinance in accordance with Public Utilities Code

Section 366.2(c)(12) for the purpose of specifying that the Party intends to implement a CCA Program by and through its participation in the Authority.

5.1.2 Implementation Plan. The Authority shall cause to be prepared an Implementation Plan meeting the requirements of Public Utilities Code Section 366.2 and any applicable Public Utilities Commission regulations as soon after the Effective Date as reasonably practicable. The Implementation Plan shall not be filed with the Public Utilities Commission until it is approved by the Board in the manner provided by Section 4.12.

5.1.3 Termination of CCA Program. Nothing contained in this Article or this Agreement shall be construed to limit the discretion of the Authority to terminate the implementation or operation of the CCA Program at any time in accordance with any applicable requirements of state law.

5.2 Other Authority Documents. The Parties acknowledge and agree that the operations of the Authority will be implemented through various documents duly adopted by the Board through Board resolution or minute action, including but not necessarily limited to the Operating Rules and Regulations, the annual budget, and specified plans and policies defined as the Authority Documents by this Agreement. The Parties agree to abide by and comply with the terms and conditions of all such Authority Documents that may be adopted by the Board, subject to the Parties' right to withdraw from the Authority as described in Article 7.

5.3 Integrated Resource Plan. The Authority shall cause to be prepared an Integrated Resource Plan in accordance with CPUC regulations that will ensure the long-term development and administration of a variety of energy programs that promote local renewable resources, conservation, demand response, and energy efficiency, while maintaining compliance with the State Renewable Portfolio standard and customer rate competitiveness. The Authority shall prioritize the development of energy projects in Alameda and adjacent counties. Principal aspects of its planned operations shall be in a Business Plan as outlined in Section 5.4 of this Agreement.

5.4 Business Plan. The Authority shall cause to be prepared a Business Plan, which will include a roadmap for the development, procurement, and integration of local renewable energy resources as outlined in Section 5.3 of this Agreement. The Business Plan shall include a description of how the CCA Program will contribute to fostering local economic benefits, such as job creation and community energy programs. The Business Plan shall identify opportunities for local power development and how the CCA Program can achieve the goals outlined in Recitals 3 and 6 of this Agreement. The Business Plan shall include specific language detailing employment and labor standards that relate to the execution of the CCA Program as referenced in this Agreement. The Business Plan shall identify clear and transparent marketing practices to be followed by the CCA Program, including the identification of the sources of its electricity and explanation of the various types of electricity procured by the Authority. The Business Plan shall cover the first five (5) years of the operation of the CCA Program. Progress on the implementation of the Business Plan shall be subject to annual public review.

5.5 Labor Organization Neutrality. The Authority shall remain neutral in the event its employees, and the employees of its subcontractors, if any, wish to unionize.

5.6 Renewable Portfolio Standards. The Authority shall provide its customers renewable energy primarily from Category 1 eligible renewable resources, as defined under the California RPS and consistent with the goals of the CCA Program. The Authority shall not procure energy from Category 3 eligible renewable resources (unbundled Renewable Energy Credits or RECs) exceeding 50% of the State law requirements, to achieve its renewable portfolio goals. However, for Category 3 RECs associated with generation facilities located within its service jurisdiction, the limitation set forth in the preceding sentence shall not apply.

ARTICLE 6 **FINANCIAL PROVISIONS**

6.1 Fiscal Year. The Authority's fiscal year shall be 12 months commencing July 1 and ending June 30. The fiscal year may be changed by Board resolution.

6.2 Depository.

6.2.1 All funds of the Authority shall be held in separate accounts in the name of the Authority and not commingled with funds of any Party or any other person or entity.

6.2.2 All funds of the Authority shall be strictly and separately accounted for, and regular reports shall be rendered of all receipts and disbursements, at least quarterly during the fiscal year. The books and records of the Authority shall be open to inspection by the Parties at all reasonable times.

6.2.3 All expenditures shall be made in accordance with the approved budget and upon the approval of any officer so authorized by the Board in accordance with its Operating Rules and Regulations. The Treasurer shall draw checks or warrants or make payments by other means for claims or disbursements not within an applicable budget only upon the prior approval of the Board.

6.3 Budget and Recovery Costs.

6.3.1 Budget. The initial budget shall be approved by the Board. The Board may revise the budget from time to time through an Authority Document as may be reasonably necessary to address contingencies and unexpected expenses. All subsequent budgets of the Authority shall be prepared and approved by the Board in accordance with the Operating Rules and Regulations.

6.3.2 Funding of Initial Costs. The County shall fund the Initial Costs of establishing and implementing the CCA Program. In the event that the CCA Program becomes operational, these Initial Costs paid by the County and any specified interest shall be included in the customer charges for

electric services to the extent permitted by law, and the County shall be reimbursed from the payment of such charges by customers of the Authority. The Authority may establish a reasonable time period over which such costs are recovered. In the event that the CCA Program does not become operational, the County shall not be entitled to any reimbursement of the Initial Costs.

- 6.3.4 Additional Contributions and Advances.** Pursuant to Government Code Section 6504, the Parties may in their sole discretion make financial contributions, loans or advances to the Authority for the purposes of the Authority set forth in this Agreement. The repayment of such contributions, loans or advances will be on the written terms agreed to by the Party making the contribution, loan or advance and the Authority.

ARTICLE 7

WITHDRAWAL AND TERMINATION

7.1 Withdrawal.

- 7.1.1 General Right to Withdraw.** A Party may withdraw its membership in the Authority, effective as of the beginning of the Authority's fiscal year, by giving no less than 180 days advance written notice of its election to do so, which notice shall be given to the Authority and each Party. Withdrawal of a Party shall require an affirmative vote of the Party's governing board.
- 7.1.2 Withdrawal Following Amendment.** Notwithstanding Section 7.1.1, a Party may withdraw its membership in the Authority following an amendment to this Agreement provided that the requirements of this Section 7.1.2 are strictly followed. A Party shall be deemed to have withdrawn its membership in the Authority effective 180 days after the Board approves an amendment to this Agreement if the Director representing such Party has provided notice to the other Directors immediately preceding the Board's vote of the Party's intention to withdraw its membership in the Authority should the amendment be approved by the Board.
- 7.1.3 The Right to Withdraw Prior to Program Launch.** After receiving bids from power suppliers for the CCA Program, the Authority must provide to the Parties a report from the electrical utility consultant retained by the Authority comparing the Authority's total estimated electrical rates, the estimated greenhouse gas emissions rate and the amount of estimated renewable energy to be used with that of the incumbent utility. Within 30 days after receiving this report, through its City Manager or a person expressly authorized by the Party, any Party may immediately withdraw its membership in the Authority by providing written notice of withdrawal to the Authority if the report determines that any one of the following

conditions exists: (1) the Authority is unable to provide total electrical rates, as part of its baseline offering to customers, that are equal to or lower than the incumbent utility, (2) the Authority is unable to provide electricity in a manner that has a lower greenhouse gas emissions rate than the incumbent utility, or (3) the Authority will use less qualified renewable energy than the incumbent utility. Any Party who withdraws from the Authority pursuant to this Section 7.1.3 shall not be entitled to any refund of the Initial Costs it has paid to the Authority prior to the date of withdrawal unless the Authority is later terminated pursuant to Section 7.3. In such event, any Initial Costs not expended by the Authority shall be returned to all Parties, including any Party that has withdrawn pursuant to this section, in proportion to the contribution that each made. Notwithstanding anything to the contrary in this Agreement, any Party who withdraws pursuant to this section shall not be responsible for any liabilities or obligations of the Authority after the date of withdrawal, including without limitation any liability arising from power purchase agreements entered into by the Authority.

7.2 Continuing Liability After Withdrawal; Further Assurances; Refund. A Party that withdraws its membership in the Authority under either Section 7.1.1 or 7.1.2 shall be responsible for paying its fair share of costs incurred by the Authority resulting from the Party's withdrawal, including costs from the resale of power contracts by the Authority to serve the Party's load and any similar costs directly attributable to the Party's withdrawal, such costs being limited to those contracts executed while the withdrawing Party was a member, and administrative costs associated thereto. The Parties agree that such costs shall not constitute a debt of the withdrawing Party, accruing interest, or having a maturity date. The Authority may withhold funds otherwise owing to the Party or may require the Party to deposit sufficient funds with the Authority, as reasonably determined by the Authority, to cover the Party's costs described above. Any amount of the Party's funds held by the Authority for the benefit of the Party that are not required to pay the Party's costs described above shall be returned to the Party. The withdrawing party and the Authority shall execute and deliver all further instruments and documents, and take any further action that may be reasonably necessary, as determined by the Board, to effectuate the orderly withdrawal of such Party from membership in the Authority. A withdrawing party has the right to continue to participate in Board discussions and decisions affecting customers of the CCA Program that reside or do business within the jurisdiction of the Party until the withdrawal's effective date.

7.3 Mutual Termination. This Agreement may be terminated by mutual agreement of all the Parties; provided, however, the foregoing shall not be construed as limiting the rights of a Party to withdraw its membership in the Authority, and thus terminate this Agreement with respect to such withdrawing Party, as described in Section 7.1.

7.4 Disposition of Property upon Termination of Authority. Upon termination of this Agreement as to all Parties, any surplus money or assets in possession of the Authority for use under this Agreement, after payment of all liabilities, costs, expenses, and charges incurred under this Agreement and under any Authority Documents, shall be returned to the then-existing Parties in proportion to the contributions made by each.

ARTICLE 8
MISCELLANEOUS PROVISIONS

8.1 Dispute Resolution. The Parties and the Authority shall make reasonable efforts to settle all disputes arising out of or in connection with this Agreement. Before exercising any remedy provided by law, a Party or the Parties and the Authority shall engage in nonbinding mediation in the manner agreed upon by the Party or Parties and the Authority. The Parties agree that each Party may specifically enforce this section 8.1. In the event that nonbinding mediation is not initiated or does not result in the settlement of a dispute within 120 days after the demand for mediation is made, any Party and the Authority may pursue any remedies provided by law.

8.2 Liability of Directors, Officers, and Employees. The Directors, officers, and employees of the Authority shall use ordinary care and reasonable diligence in the exercise of their powers and in the performance of their duties pursuant to this Agreement. No current or former Director, officer, or employee will be responsible for any act or omission by another Director, officer, or employee. The Authority shall defend, indemnify and hold harmless the individual current and former Directors, officers, and employees for any acts or omissions in the scope of their employment or duties in the manner provided by Government Code Section 995 *et seq.* Nothing in this section shall be construed to limit the defenses available under the law, to the Parties, the Authority, or its Directors, officers, or employees.

8.3 Indemnification of Parties. The Authority shall acquire such insurance coverage as the Board deems necessary to protect the interests of the Authority, the Parties and the public. Such insurance coverage shall name the Parties and their respective Board or Council members, officers, agents and employees as additional insureds. The Authority shall defend, indemnify and hold harmless the Parties and each of their respective Board or Council members, officers, agents and employees, from any and all claims, losses, damages, costs, injuries and liabilities of every kind arising directly or indirectly from the conduct, activities, operations, acts, and omissions of the Authority under this Agreement.

8.4 Amendment of this Agreement. This Agreement may be amended in writing by a two-thirds affirmative vote of the entire Board satisfying the requirements described in Section 4.12. Except that, any amendment to the voting provisions in Section 4.12 may only be made by a three-quarters affirmative vote of the entire Board. The Authority shall provide written notice to the Parties at least 30 days in advance of any proposed amendment being considered by the Board. If the proposed amendment is adopted by the Board, the Authority shall provide prompt written notice to all Parties of the effective date of such amendment along with a copy of the amendment.

8.5 Assignment. Except as otherwise expressly provided in this Agreement, the rights and duties of the Parties may not be assigned or delegated without the advance written consent of all of the other Parties, and any attempt to assign or delegate such rights or duties in contravention of this Section 8.5 shall be null and void. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the Parties. This Section 8.5 does not prohibit a Party from entering into an independent agreement with another agency, person, or entity regarding the financing of that Party's contributions to the Authority, or the disposition of

proceeds which that Party receives under this Agreement, so long as such independent agreement does not affect, or purport to affect, the rights and duties of the Authority or the Parties under this Agreement.

8.6 Severability. If one or more clauses, sentences, paragraphs or provisions of this Agreement shall be held to be unlawful, invalid or unenforceable, it is hereby agreed by the Parties, that the remainder of the Agreement shall not be affected thereby. Such clauses, sentences, paragraphs or provision shall be deemed reformed so as to be lawful, valid and enforced to the maximum extent possible.

8.7 Further Assurances. Each Party agrees to execute and deliver all further instruments and documents, and take any further action that may be reasonably necessary, to effectuate the purposes and intent of this Agreement.

8.8 Execution by Counterparts. This Agreement may be executed in any number of counterparts, and upon execution by all Parties, each executed counterpart shall have the same force and effect as an original instrument and as if all Parties had signed the same instrument. Any signature page of this Agreement may be detached from any counterpart of this Agreement without impairing the legal effect of any signatures thereon, and may be attached to another counterpart of this Agreement identical in form hereto but having attached to it one or more signature pages.

8.9 Parties to be Served Notice. Any notice authorized or required to be given pursuant to this Agreement shall be validly given if served in writing either personally, by deposit in the United States mail, first class postage prepaid with return receipt requested, or by a recognized courier service. Notices given (a) personally or by courier service shall be conclusively deemed received at the time of delivery and receipt and (b) by mail shall be conclusively deemed given 72 hours after the deposit thereof (excluding Saturdays, Sundays and holidays) if the sender receives the return receipt. All notices shall be addressed to the office of the clerk or secretary of the Authority or Party, as the case may be, or such other person designated in writing by the Authority or Party. In addition, a duplicate copy of all notices provided pursuant to this section shall be provided to the Director and alternate Director for each Party. Notices given to one Party shall be copied to all other Parties. Notices given to the Authority shall be copied to all Parties. All notices required hereunder shall be delivered to:

The County of Alameda

Director, Community Development Agency
224 West Winton Ave.
Hayward, CA 94612

With a copy to:

Office of the County Counsel
1221 Oak Street, Suite 450
Oakland, CA 94612

if to [PARTY No. ____]

Office of the City Clerk

Office of the City Manager/Administrator

Office of the City Attorney

if to [PARTY No. ____]

Office of the City Clerk

Office of the City Manager/Administrator

Office of the City Attorney

ARTICLE 9
SIGNATURE

IN WITNESS WHEREOF, the Parties hereto have executed this Joint Powers Agreement establishing the Ava Community Energy Authority.

By: _____

Name: _____

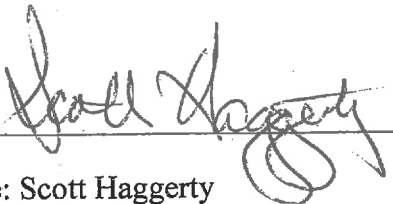
Title: _____

Date: _____

Party: _____

ARTICLE 9
SIGNATURE

IN WITNESS WHEREOF, the Parties hereto have executed this Joint Powers Agreement establishing the East Bay Community Energy Authority.

By: 

Name: Scott Haggerty

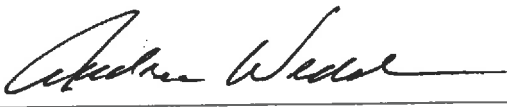
Title: Board President

Date: January 4, 2017

Party: County of Alameda

APPROVED AS TO FORM:

DONNA R. ZIEGLER, COUNTY COUNSEL

By: 

Andrea L. Weddle
Chief Assistant County Counsel

224 West Winton Ave.
Hayward, CA 94612

With a copy to:

Office of the County Counsel
1221 Oak Street, Suite 450
Oakland, CA 94612

if to [PARTY No. ____]

Office of the City Clerk

Eileen Harrington, Deputy
Eileen Harrington 12/2/16

Office of the City Manager/Administrator

Delo
Delo Crumpley

Office of the City Attorney

Craig Labadie
Craig Labadie

if to [PARTY No. ____]

Office of the City Clerk

Office of the City Manager/Administrator

Office of the City Attorney

ARTICLE 9
SIGNATURE

IN WITNESS WHEREOF, the Parties hereto have executed this Joint Powers Agreement establishing the East Bay Community Energy Authority.

By: *D. Williams-Ridley*

Name: *Dee Williams-Ridley*

Title: *City Manager*

Date: *December 1, 2016*

Party: *City of Berkeley*

APPROVED AS TO FORM

By *Michael Woo*
CITY ATTORNEY FOR THE
CITY OF BERKELEY

Registered by:

Ann-Monica Hagan
City Treasurer

ATTEST for the City of Berkeley

Wendy Spurr
City Clerk

With a copy to:

Office of the County Counsel
1221 Oak Street, Suite 450
Oakland, CA 94612

if to [PARTY No. ____]

City of Dublin
City Manager
100 Civic Plaza
Dublin, CA 94568

Meyers Nave
City Attorney
555 12th Street, Suite 1500
Oakland, CA 94607

if to [PARTY No. ____]

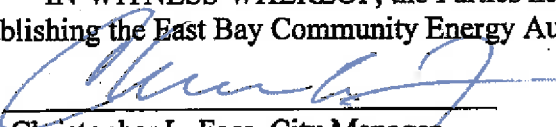
Office of the City Clerk

Office of the City Manager/Administrator

Office of the City Attorney

ARTICLE 9
SIGNATURE

IN WITNESS WHEREOF, the Parties hereto have executed this Joint Powers Agreement establishing the East Bay Community Energy Authority.

By: 

Christopher L. Foss, City Manager
City of Dublin

Date: 12/1/10

Party: _____

224 West Winton Ave.
Hayward, CA 94612

With a copy to:

Office of the County Counsel
1221 Oak Street, Suite 450
Oakland, CA 94612

if to: City of Emeryville

Office of the City Clerk
1333 Park Avenue
Emeryville, CA 94608

Office of the City Manager
1333 Park Avenue
Emeryville, CA 94608

Office of the City Attorney
1333 Park Avenue
Emeryville, CA 94608

if to [PARTY No. _____]

Office of the City Clerk

Office of the City Manager/Administrator

Office of the City Attorney

ARTICLE 9
SIGNATURE

IN WITNESS WHEREOF, the Parties hereto have executed this Joint Powers Agreement establishing the East Bay Community Energy Authority.

By: Carolyn Lehr
Name: Carolyn Lehr
Title: City Manager
Date: 12-1-16
Party: City of Emeryville

APPROVED AS TO FORM:

Michael A. Guina
Michael A. Guina, City Attorney

224 West Winton Ave.
Hayward, CA 94612

With a copy to:

Office of the County Counsel
1221 Oak Street, Suite 450
Oakland, CA 94612

if to [PARTY No. _____]

City of Fremont

Office of the City Clerk
3300 Capitol Ave., Building A
Fremont, CA 94538

Office of the City Manager/Administrator
3300 Capitol Ave., Building A
Fremont, CA 94538

Office of the City Attorney
3300 Capitol Ave., Building A
Fremont, CA 94538

if to [PARTY No. _____]

Office of the City Clerk

Office of the City Manager/Administrator

Office of the City Attorney

ARTICLE 9
SIGNATURE

IN WITNESS WHEREOF, the Parties hereto have executed this Joint Powers Agreement establishing the East Bay Community Energy Authority.

By: 

Name: Jessica von Borck

Title: Assistant City Manager

Date: 12-1-16

Party: _____

APPROVED AS TO FORM:



Debra S. Margolis
Assistant City Attorney

The County of Alameda

Director, Community Development Agency
224 West Winton Ave.
Hayward, CA 94612

With a copy to:

Office of the County Counsel
1221 Oak Street, Suite 450
Oakland, CA 94612

City of Hayward

Office of the City Manager
City of Hayward
777 B Street
Hayward, CA 94541

With a copy to:

Office of the City Attorney
City of Hayward
777 B Street
Hayward, CA 94541

ARTICLE 9
SIGNATURE

IN WITNESS WHEREOF, the Parties hereto have executed this Joint Powers Agreement establishing the East Bay Community Energy Authority.

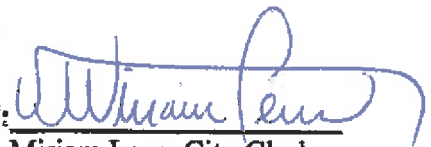
CITY OF HAYWARD, A Municipal Corporation

Date of Approval: 12/16/2016



Kelly McAdoo, City Manager

ATTEST:



Miriam Lens, City Clerk

APPROVED AS TO FORM



Michael Lawson, City Attorney

224 West Winton Ave.
Hayward, CA 94612

With a copy to:

Office of the County Counsel
1221 Oak Street, Suite 450
Oakland, CA 94612

if to City of Livermore

City Clerk's Office
1052 South Livermore Avenue
Livermore, CA 94550

With a copy to:

Public Works Department
Attn: Public Works Manager
3500 Robertson Park Road
Livermore, CA 94550

ARTICLE 9
SIGNATURE

IN WITNESS WHEREOF, the Parties hereto have executed this Joint Powers Agreement establishing the East Bay Community Energy Authority.

By: Marc Roberts

Name: Marc Roberts

Title: City Manager

Date: 1/4/2017

Party: City of Livermore

APPROVED AS TO FORM:

A handwritten signature in black ink, appearing to be a stylized 'J' or similar character, written over a horizontal line.

224 West Winton Ave.
Hayward, CA 94612

With a copy to:

Office of the County Counsel
1221 Oak Street, Suite 450
Oakland, CA 94612

if to [PARTY No. ____]

Office of the City Clerk
1 FRANK H. OGDEN PLAZA
OAKLAND, CA 94612

Office of the City Manager/Administrator
1 FRANK H. OGDEN PLAZA
OAKLAND, CA 94612

Office of the City Attorney

if to [PARTY No. ____]

Office of the City Clerk

Office of the City Manager/Administrator

Office of the City Attorney

ARTICLE 9
SIGNATURE

IN WITNESS WHEREOF, the Parties hereto have executed this Joint Powers Agreement establishing the East Bay Community Energy Authority.

By:  FOR SBL

Name: CLAUDIA CAPPIO

Title: ASST CITY ADMINISTRATOR

Date: 12/07/16

Party: CITY OF OAKLAND

ARTICLE 9
SIGNATURE

IN WITNESS WHEREOF, the Parties hereto have executed this Joint Powers Agreement establishing the East Bay Community Energy Authority.

By: J/Wiel

Name: Jeffrey Wiel

Title: Mayor

Date: 12/19/16

Party: City of Piedmont

force and effect as an original instrument and as if all Parties had signed the same instrument. Any signature page of this Agreement may be detached from any counterpart of this Agreement without impairing the legal effect of any signatures thereon, and may be attached to another counterpart of this Agreement identical in form hereto but having attached to it one or more signature pages.

8.9 Parties to be Served Notice. Any notice authorized or required to be given pursuant to this Agreement shall be validly given if served in writing either personally, by deposit in the United States mail, first class postage prepaid with return receipt requested, or by a recognized courier service. Notices given (a) personally or by courier service shall be conclusively deemed received at the time of delivery and receipt and (b) by mail shall be conclusively deemed given 72 hours after the deposit thereof (excluding Saturdays, Sundays and holidays) if the sender receives the return receipt. All notices shall be addressed to the office of the clerk or secretary of the Authority or Party, as the case may be, or such other person designated in writing by the Authority or Party. In addition, a duplicate copy of all notices provided pursuant to this section shall be provided to the Director and alternate Director for each Party. Notices given to one Party shall be copied to all other Parties. Notices given to the Authority shall be copied to all Parties. All notices required hereunder shall be delivered to:

The County of Alameda

Director, Community Development Agency
224 West Winton Ave.
Hayward, CA 94612

With a copy to:

Office of the County Counsel
1221 Oak Street, Suite 450
Oakland, CA 94612

if to the City of San Leandro

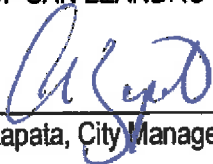
Office of the City Clerk
835 East 14th Street
San Leandro, CA 94577

Office of the City Manager/Administrator
835 East 14th Street
San Leandro, CA 94577
Office of the City Attorney
835 East 14th Street
San Leandro, CA 94577

ARTICLE 9
SIGNATURE

IN WITNESS WHEREOF, the Parties hereto have executed this Joint Powers Agreement establishing the East Bay Community Energy Authority.

CITY OF SAN LEANDRO




Chris Zapata, City Manager

Attest:



Tamika Greenwood, City Clerk

Approved as to Form:



Richard D. Pio Roda, City Attorney

224 West Winton Ave.
Hayward, CA 94612

With a copy to:

Office of the County Counsel
1221 Oak Street, Suite 450
Oakland, CA 94612

if to The City of Union City [PARTY No. 12]

Office of the City Clerk

Anna M. Brown, City Clerk
34009 Alvarado Niles Road
Union City, CA 94587

ARTICLE 9
SIGNATURE

IN WITNESS WHEREOF, the Parties hereto have executed this Joint Powers Agreement establishing the East Bay Community Energy Authority.

By: 

Name: Mark Evanoff

Title: Deputy City Manager

Date: December 5, 2016

Party: The City of Union City

East Bay Community Energy (EBCE)
1999 Harrison Street, Suite 800
Oakland CA 94612

if to Newark

Office of the City Clerk
37101 Newark Boulevard
Newark, CA 94560

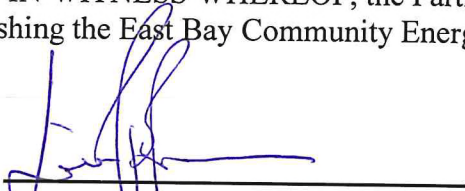
Office of the City Manager/Administrator
37101 Newark Boulevard
Newark, CA 94560

Office of the City Attorney
37101 Newark Boulevard
Newark, CA 94560

ARTICLE 9
SIGNATURE

IN WITNESS WHEREOF, the Parties hereto have executed this Joint Powers Agreement establishing the East Bay Community Energy Authority.

By:



Name: David J. Benoun

Title: City Manager

Date: November 18, 2019


Party: CITY OF NEWARK

ARTICLE 9
SIGNATURE

IN WITNESS WHEREOF, the Parties hereto have executed this Joint Powers Agreement establishing the East Bay Community Energy Authority.

CITY OF PLEASANTON, a municipal corporation

Date: November 27, 2019



Nelson Fialho, City Manager

ATTEST: 

Karen Diaz, City Clerk


APPROVED AS TO FORM:



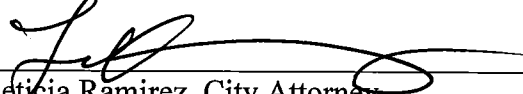
for Daniel G. Sodergren, City Attorney

ARTICLE 9
SIGNATURE

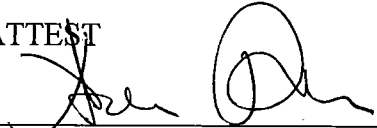
IN WITNESS WHEREOF, the Parties hereto have executed this Joint Powers Agreement establishing the East Bay Community Energy Authority.

By: 
Name: Robert Rickman
Title: Mayor
Date: 11-7-19
Party: City of Tracy

APPROVED AS TO FORM

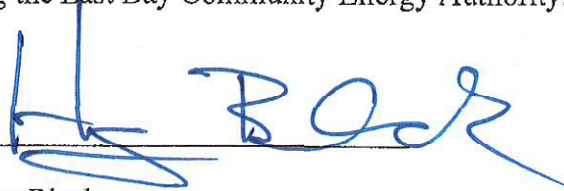

Leticia Ramirez, City Attorney

ATTEST


Adrienne Richardson, City Clerk

ARTICLE 9
SIGNATURE

IN WITNESS WHEREOF, the Parties hereto have executed this Joint Powers Agreement establishing the East Bay Community Energy Authority.

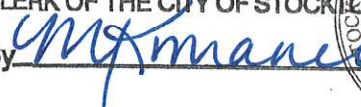
By: 

Name: Harry Black

Title: City Manager

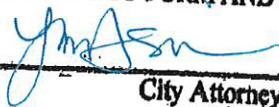
Date: 9/16/22

Party: City of Stockton

ATTEST:
CLERK OF THE CITY OF STOCKTON
By 



APPROVED AS TO FORM AND CONTENT

By 
City Attorney

if to: City of Lathrop

Office of the City Clerk
390 Towne Centre Drive
Lathrop, CA 95330

Office of the City Manager
390 Towne Centre Drive
Lathrop, CA 95330

Office of the City Attorney
390 Towne Centre Drive
Lathrop, CA 95330


With a copy to:

Department of Public Works
390 Towne Centre Drive
Lathrop, CA 95330

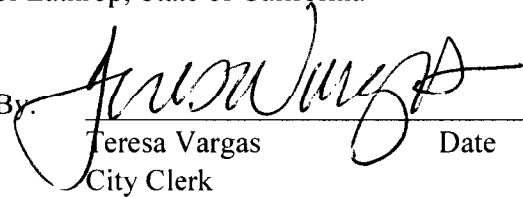
**ARTICLE 9
SIGNATURE**

IN WITNESS WHEREOF, the Parties hereto have executed this Joint Powers Agreement establishing the East Bay Community Energy Authority.

CITY OF LATHROP,
A California municipal corporation of the
State of California

By:  7.21.23
Stephen J. Salvatore Date
City Manager

ATTEST:
City Clerk of and for the City
of Lathrop, State of California

By:  7/21/23
Teresa Vargas Date
City Clerk

APPROVED AS TO FORM BY THE CITY OF LATHROP CITY ATTORNEY


By:  7-18-2023
Salvador Navarrete Date
City Attorney

EXHIBIT A

LIST OF THE PARTIES

This Exhibit A is effective as of September 20, 2023.

County of Alameda

City of Albany

City of Berkeley

City of Dublin

City of Emeryville

City of Fremont

City of Hayward

City of Lathrop

City of Livermore

City of Newark

City of Oakland

City of Piedmont

City of Pleasanton

City of San Leandro

City of Stockton

City of Tracy

City of Union City

EXHIBIT B**ANNUAL ENERGY USE**

This Exhibit B is effective as of September 20, 2023.

Party	kWh (2022*)
Albany	50,016,072
Berkeley	350,111,874
Dublin	250,811,690
Emeryville	173,586,542
Fremont	1,182,339,971
Hayward	681,289,470
Lathrop	183,070,584
Livermore	428,724,628
Newark	244,335,398
Oakland	1,713,563,058
Piedmont	28,595,451
Pleasanton	394,860,960
San Leandro	414,939,109
Stockton	1,153,820,553
Tracy	412,411,899
Unincorporated County	452,054,476
Union City	261,439,720
Total	8,375,971,455

All data provided by PG&E

EXHIBIT C
VOTING SHARES

This Exhibit C is effective as of September 20, 2023.

Party	kWh (2022*)	Voting Shares Section 4.12.2
Albany	50,016,072	0.6%
Berkeley	350,111,874	4.2%
Dublin	250,811,690	3.0%
Emeryville	173,586,542	2.1%
Fremont	1,182,339,971	14.1%
Hayward	681,289,470	8.1%
Lathrop	183,070,584	2.2%
Livermore	428,724,628	5.1%
Newark	244,335,398	2.9%
Oakland	1,713,563,058	20.5%
Piedmont	28,595,451	0.3%
Pleasanton	394,860,960	4.7%
San Leandro	414,939,109	5.0%
Stockton	1,153,820,553	13.8%
Tracy	412,411,899	4.9%
Unincorporated County	452,054,476	5.4%
Union City	261,439,720	3.1%
Total	8,375,971,455	100%

*All data provided by PG&E

EXHIBIT A
LIST OF THE PARTIES

This Exhibit A is effective as of July 17, 2024.

County of Alameda

County of San Joaquin

City of Albany

City of Berkeley

City of Dublin

City of Emeryville

City of Fremont

City of Hayward

City of Lathrop

City of Livermore

City of Newark

City of Oakland

City of Piedmont

City of Pleasanton

City of San Leandro

City of Stockton

City of Tracy

City of Union City

EXHIBIT B
ANNUAL ENERGY USE

This Exhibit B is effective as of July 17, 2024

Party	kWh (2023*)
Albany	49,658,026
Berkeley	413,008,108
Dublin	252,876,615
Emeryville	182,316,485
Fremont	1,170,341,147
Hayward	708,882,734
Lathrop	200,965,565
Livermore	411,980,233
Newark	233,143,296
Oakland	1,768,534,324
Piedmont	29,015,530
Pleasanton	389,268,211
San Leandro	407,878,675
Stockton	1,199,280,141
Tracy	415,177,547
Union City	263,556,407
Unincorporated Alameda County	429,832,267
Unincorporated San Joaquin County	987,486,751
Total	9,513,202,062

*All data provided by PG&E

EXHIBIT C
VOTING SHARES

This Exhibit C is effective as of July 17, 2024

Party	kWh (2023*)	Voting Shares Section 4.12.2
Albany	49,658,026	0.5%
Berkeley	413,008,108	4.3%
Dublin	252,876,615	2.7%
Emeryville	182,316,485	1.9%
Fremont	1,170,341,147	12.3%
Hayward	708,882,734	7.5%
Lathrop	200,965,565	2.1%
Livermore	411,980,233	4.3%
Newark	233,143,296	2.5%
Oakland	1,768,534,324	18.6%
Piedmont	29,015,530	0.3%
Pleasanton	389,268,211	4.1%
San Leandro	407,878,675	4.3%
Stockton	1,199,280,141	12.6%
Tracy	415,177,547	4.4%
Union City	263,556,407	2.8%
Unincorporated Alameda County	429,832,267	4.5%
Unincorporated San Joaquin County	987,486,751	10.4%
<hr/>		
Total	9,513,202,062	100.0%

*All data provided by PG&E

BEFORE THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN JOAQUIN
STATE OF CALIFORNIA

RESOLUTION

R-24-68

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN
JOAQUIN TO IMPLEMENT A COMMUNITY CHOICE AGGREGATION PROGRAM IN
THE COUNTY OF SAN JOAQUIN AND JOIN A JOINT POWERS AGREEMENT WITH
AVA COMMUNITY ENERGY AUTHORITY

WHEREAS, the County of San Joaquin has an interest in achieving greater local involvement over the provision of electricity supply services, competitive electric rates, local control and investment, and environmental sustainability; and

WHEREAS, Assembly Bill 117 codified as Public Utilities Code Section 366. 2 the Act"), authorizes any California city or county whose governing body so elects, to combine the electricity load of its residents and businesses in a community- wide electricity aggregation program known as Community Choice Aggregation (CCA); and

WHEREAS, The Act allows a CCA program to be carried out under a joint powers agreement entered into by entities that each have capacity to implement a CCA program individually. The joint powers agreement structure reduces the risks of implementing a CCA program by immunizing the financial assets of participants; and

WHEREAS, on September 26, 2023 the Board of Supervisors received a presentation from Ava Community Energy Authority (Ava), formerly known as East Bay Community Energy, regarding the benefits of implementing a CCA program; and

WHEREAS, on April 9, 2023 the Board of Supervisors adopted County Ordinance Title 6, Division 5, Chapter 1 –Authorizing the Implementation of a Community Choice Aggregation Program in San Joaquin County; and

WHEREAS, implementing a CCA program will likely provide multiple benefits to the residents, including lower electrical rates, local control and investment, environmental sustainability; and

WHEREAS, San Joaquin County and cities in San Joaquin County have developed the Ava Community Energy Authority Joint Powers Agreement (JPA) which creates the Ava Community Energy Authority (Authority) which will govern and operate the CCA program; and

WHEREAS, the Authority provides alternate electric services to consumers under a JPA with San Joaquin County and some cities in that county; and

WHEREAS, The Authority is interested in providing potential services to the County of San Joaquin; and

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors of the County of San Joaquin does hereby approve this Resolution implementing a Community Choice

Aggregation Program in the County of San Joaquin by joining the Joint Powers Agreement with Ava Community Energy Authority with an effective date of May 9, 2024.

PASSED AND ADOPTED April 9, 2024, by the following vote of the Board of Supervisors, to wit:

AYES: **Canepa, Patti, Ding, Rickman, Villapudua**

NOES: **None**

ABSENT: **None**

ABSTAIN: **None**

Miguel A. Villapudua

MIGUEL A. VILLAPUDUA
Chairman, Board of Supervisors
County of San Joaquin
State of California

ATTEST: RACHÉL DeBORD
Clerk of the Board of Supervisors
County of San Joaquin
State of California



By **Rachél DeBord**

BEFORE THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN JOAQUIN,
STATE OF CALIFORNIA

ORDINANCE NO. 4642

**AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF
SAN JOAQUIN TO IMPLEMENT A COMMUNITY CHOICE AGGREGATION
PROGRAM TO PROVIDE ELECTRIC SERVICES IN THE COUNTY OF SAN
JOAQUIN**

The Board of Supervisors of the County of San Joaquin ordains as follows:

WHEREAS, The County of San Joaquin has an interest in achieving greater local involvement over the provision of electricity supply services, competitive electric rates, local control and investment, and environmental sustainability; and

WHEREAS, Assembly Bill 117 codified as Public Utilities Code Section 366.2 (the "Act"), authorizes any California city or county whose governing body so elects, to combine the electricity load of its residents and businesses in a community-wide electricity aggregation program known as Community Choice Aggregation (CCA); and

WHEREAS, The Act allows a CCA program to be carried out under a joint powers agreement entered into by entities that each have capacity to implement a CCA program individually. The joint powers agreement structure reduces the risks of implementing a CCA program by immunizing the financial assets of participants; and

WHEREAS, implementing a CCA program will likely provide multiple benefits to the residents, including lower electrical rates, local control and investment, and environmental sustainability; and

WHEREAS, concurrent with the introduction of this ordinance, the Board of Supervisors considered a resolution approving the Ava Community Energy Authority Joint Powers Agreement; and

WHEREAS, proper notice of this public hearing was given to all respects as required by law; and

WHEREAS, the Board of Supervisors has reviewed all written evidence and oral testimony presented to date.

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN JOAQUIN DOES HEREBY ORDAIN AS FOLLOWS:

Section 1 Findings.

Based upon the findings set forth hereinabove, the Board of Supervisors elects to

participate in, and approves the implementation of a Community Choice Aggregation program within the County of San Joaquin's jurisdiction by and through the Ava Community Energy Authority.

This Ordinance is not intended to and shall not be construed or given effect in a manner that imposes upon the County or any officer or employee thereof a mandatory duty of care toward persons and property within or without the County so as to provide a basis of civil liability for damages, except as otherwise imposed by law.

Section 2 Environmental.

The passage of this ordinance is not a project under the California Environmental Quality Act (CEQA) because it does not involve any commitment to a specific project which may result in a potentially significant physical impact on the environment, as contemplated by Title 14, California Code of Regulations, Sections 15378, therefore, not subject to CEQA pursuant to CEQA Guidelines Section 15060.

Section 3. Severability

If any provisions of this Ordinance or application thereof to any person or circumstances is held invalid, such invalidity shall not *effect* other provisions or applications of the ordinance which can be given *effect* without the invalid provision or application, and to this end the provisions of this Ordinance are severable. The Board of Supervisors hereby declares that it would have adopted this Ordinance irrespective of the validity of any particular portions thereof.

Section 4. Effective Date

This Ordinance shall take legal *effect* and be in force thirty (30) days from and after the date of its passage.

Section 5. Publication

Within fifteen (15) days after its final passage, the County Clerk shall cause a copy of this Ordinance to be published in full accordance with Section 36933 of the Government Code.

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of San Joaquin, State of California, on this 9th of April 2024 to wit:

AYES: **Canepa, Patti, Ding, Rickman, Villapudua**

NOES: **None**

ABSENT: **None**

ABSTAIN: **None**

Miguel A. Villapudua

MIGUEL A. VILLAPUDUA
Chairman, Board of Supervisors
County of San Joaquin
State of California

ATTEST: RACHÉL DeBORD
Clerk of the Board of Supervisors
County of San Joaquin
State of California



By: **Rachél DeBord**

ARTICLE 9
SIGNATURE

IN WITNESS WHEREOF, the Parties hereto have executed this Joint Powers Agreement establishing the Ava Community Energy Authority.

By: 

Name: Miguel A. Villapudva

Title: Chairman

Date: 6/26/2024

Party: County of San Joaquin

Approved as to Form
EDWARD KIERNAN
County Counsel

By 
Deputy County Counsel

Inclusion of New Communities: San Joaquin County (unincorporated)



Background

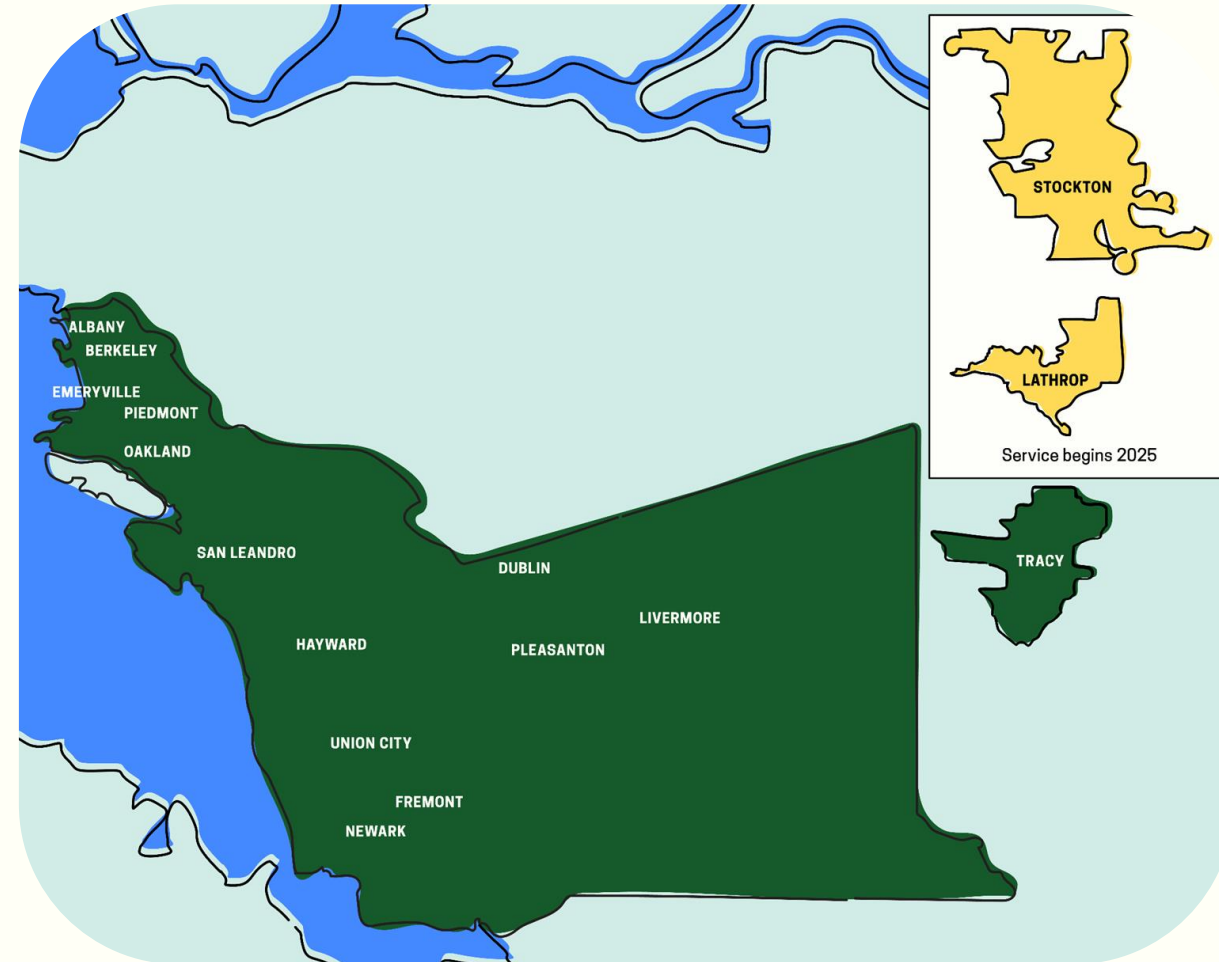
1. Ava Joint Powers Agreement (JPA) Sec. 3.1 ("Addition of Parties")
2. Previously invoked to include the following JPA members:
 - Cities of Newark, Pleasanton, and Tracy (2019)
 - City of Stockton (2022)
 - City of Lathrop (2023)
3. CPUC Reso E-4907: Requires one-year wait between JPA membership/CPUC Implementation Plan submission and start of Ava service to new JPA member-jurisdiction
 - Board approval re JPA membership during CY 2024 = Start of service CY 2026
4. In 2023, CPUC's new Resource Adequacy (RA) requirements delayed Stockton's start of service until 2025
5. Lathrop & Stockton: Ava service scheduled to begin April 2025
6. San Joaquin County (unincorporated): If approved CY 2024, service could begin CY 2026
 - Enrollment could be phased by sector/customer category:
 - E.g., three phases: Q 1/Jan: Muni/Com ----> Q2/April: Res ----> Q4/Oct: Agr (or Q1 '27)



Ava Member Jurisdictions

Ava's current Joint Powers Authority (JPA) and service area include: Alameda County, all AC cities (except the City of Alameda), and the City of Tracy in San Joaquin County (SJC).

In 2019, Tracy became the first SJC jurisdiction to join Ava's JPA. The SJC cities of Stockton and Lathrop joined the JPA in 2022 and 2023, respectively. These latter two SJC cities are scheduled to begin service with Ava in 2025.

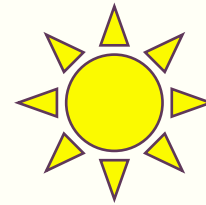


San Joaquin County: Key Ava JPA Membership Milestones

- 1. July 28, 2022:** Ava staff invited by SJC Sup. Rickman (former Mayor of Tracy) to meet with County Administrator & staff;
 - PG&E load data forms requested by Ava
- 2. Sept. 26, 2023:** Ava staff invited to present to SJC Board of Supervisors (BOS). Unanimous vote to proceed with Ava membership & approve PG&E load data request for Ava's analysis;
- 3. October 12, 2023:** County's PG&E Load Data Request forms fully executed by SJC & PG&E
- 4. March 12, 2024:** BOS unanimously passes first reading of CCA/Ava ordinance
- 5. March 21, 2024:** PG&E provides SJC load data for Ava's analysis (w/errors & missing info)
- 6. April 9, 2024:** BOS unanimously passes CCA ordinance and Resolution to join Ava
- 7. June 27, 2024:** SJC's executed JPA signature page sent to Ava



Timeline: San Joaquin County's Ava Membership & Service



*Pending Board approval, SJC's 2026 start of service would be scheduled following additional staff analyses to optimize cost, customer experience, and power resource procurement.

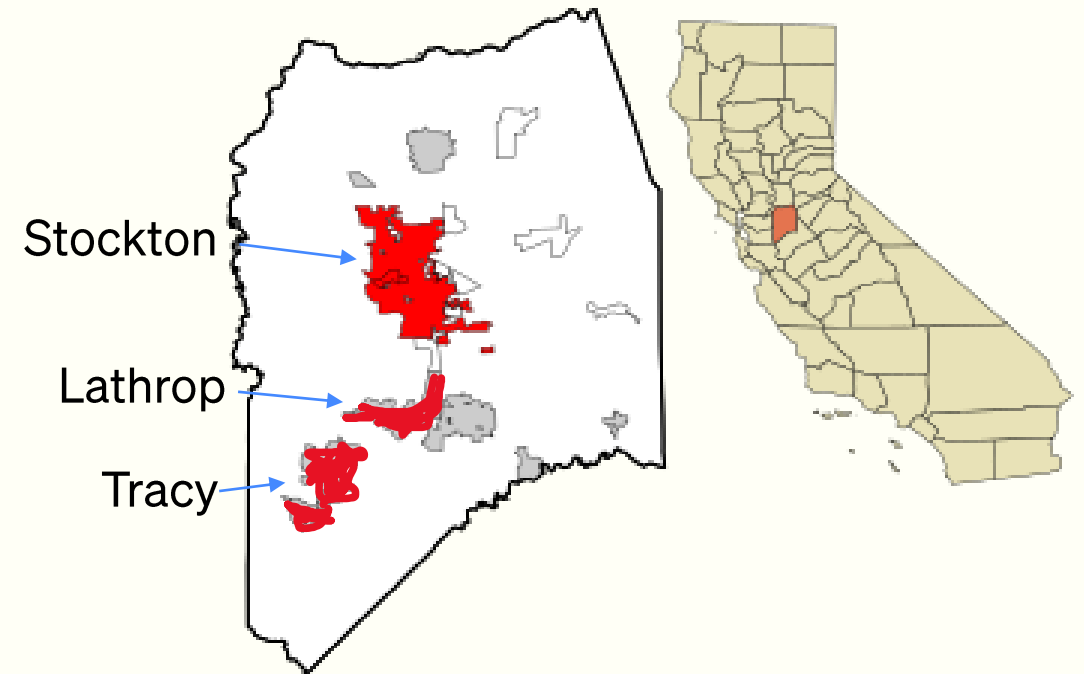
Customer enrollments could occur during a single month/year; or they could be phased by sector.

- E.g., three phases: Q1/Jan: Muni/Com ---> Q2/April: Res ---> Q4/Oct: Agr (or Q1 '27)



San Joaquin County: Background

- **Features:** Highly agricultural economy; demographic diversity; major transportation corridors (highways and rail lines); Port of Stockton; rich culture/history
- **Pop:** ~800,000 (cities + unincorporated areas) in 2023
 - Unincorporated pop: ~200,000 (smaller than Fremont; larger than Hayward)
 - Growing population & development of new homes (especially Lathrop)
- **Incorporated cities:** Escalon, **Lathrop**, Lodi, Manteca, Ripon, **Stockton**, **Tracy**...Mountain House (tbd)
- **Notes:**
 - County Seat: Stockton
 - Mountain House in process of incorporating
 - [Valley Link](#) (hydrogen-powered train connecting AC & SJC—under construction 2025-2027)
 - Altamont = major commuter corridor of AC & SJC



Qualitative Considerations: SJC re Ava's Mission & Strategy

1. Mission: Ava service to SJC accelerates progress toward JPA's express purpose

- Expand access to competitively-priced renewable energy
- Reduce greenhouse gas (GHG) emissions
- Provide lower rates than PG&E
- Catalyze local development & innovative programs
- Advance environmental justice

2. Strategy: Ava service to SJC creates strategic opportunities for the agency

- Economies of scale re long-term power procurement and retail rate savings
- Broader policy/political network re State/Federal legislative & regulatory issues
- Sector-specific programs & project development
 - e.g. AgFIT; Valley Link fuel cell (green hydrogen) train
- Transportation corridors for EV charging network
 - I 5; I 205; I 580; Hwy 4; Hwy 12; Hwy 26; Hwy 88; Hwy 99; Hwy 120
- Expanded stakeholder engagement in historically marginalized communities



Unincorporated SJC : Membership Analysis Summary

Notable Features of unincorporated SJC

- Similar in size to Stockton (load) and Hayward (number of accounts);
- Compared to unincorporated Alameda Co, SJC has ~12% more accounts—and ~2.5 times the load;
- Higher percentage of Agricultural (Agr) load
 - Agr represents nearly ~28% of load (but only 13% of accounts)
- Would nearly *triple* Ava's Agr load (from ~1.5% to 4.4%)
- Residential load is ~30% & Commercial (non-Agr) load is nearly 40%
- High solar adoption = potential for negative usage during certain hours of the day/year

Parameters of Analysis

- Based on current Ava overhead costs and 10-year average energy market values/forecasts;
- Assumes 7% account opt out rate (slightly above Ava's current service area-wide opt out rate)
- Applies Ava's 2025 rates from 2024-25 budget development
- Data excludes ineligible loads (e.g., Irrigation Districts and Direct Access customers);
- Applies 2023 PG&E load data for County customers (the most recent available)



Summary Data

	Customer Count	Annual Load (GWh)	Peak Load (Wholesale MW)	Peak Date & Time (Hour Starting)
Existing Ava	642,529	6,512	1233	2023-08-23 18:00
Stockton & Lathrop	118,089	1,221	391	2023-08-15 18:00
SJC Unincorporated	58,003	1,006	275	2023-08-15 18:00
Combined	818,621	8,739	1875	2023-08-15 18:00

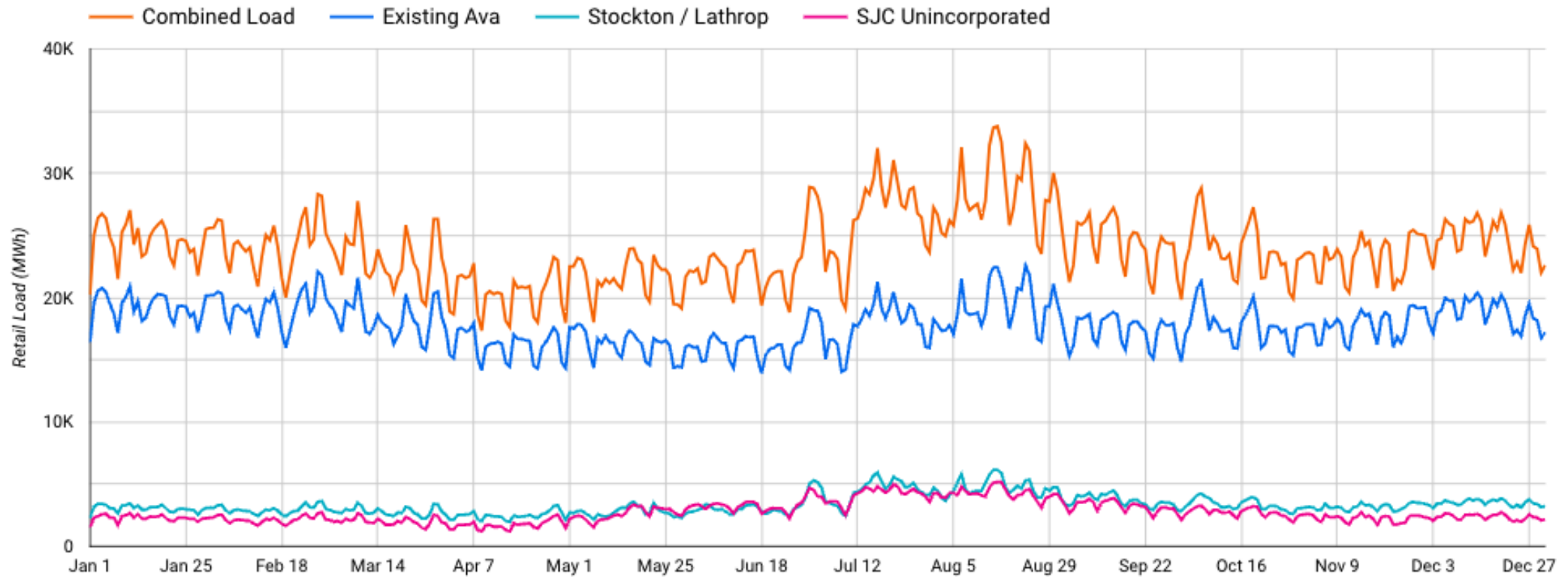
Historical Load in 2023 (MWh)

Rate Class	Existing Ava		Stockton & Lathrop		SJC Unincorporated		Combined Load	
	2023 MWh	%	2023 MWh	%	2023 MWh	%	2023 MWh	%
A1	908,883	13.96%	139,081	11.39%	77,985	7.75%	1,125,949	12.88%
A10	946,153	14.53%	156,089	12.78%	68,099	6.77%	1,170,341	13.39%
AGR	96,789	1.49%	2,324	0.19%	282,028	28.04%	381,141	4.36%
E19	1,331,972	20.46%	241,138	19.74%	101,640	10.10%	1,674,750	19.16%
E20	597,945	9.18%	145,526	11.91%	153,006	15.21%	896,477	10.26%
RES	2,519,344	38.69%	519,306	42.51%	320,789	31.89%	3,359,439	38.44%
LS	40,771	0.63%	8,511	0.70%	237	0.02%	49,519	0.57%
TC	7,074	0.11%	1,015	0.08%	557	0.06%	8,645	0.10%
BEV	62,724	0.96%	8,478	0.69%	1,504	0.15%	72,706	0.83%
Total	6,511,655	100.00%	1,221,468	100.00%	1,005,844	100.00%	8,738,967	100.00%

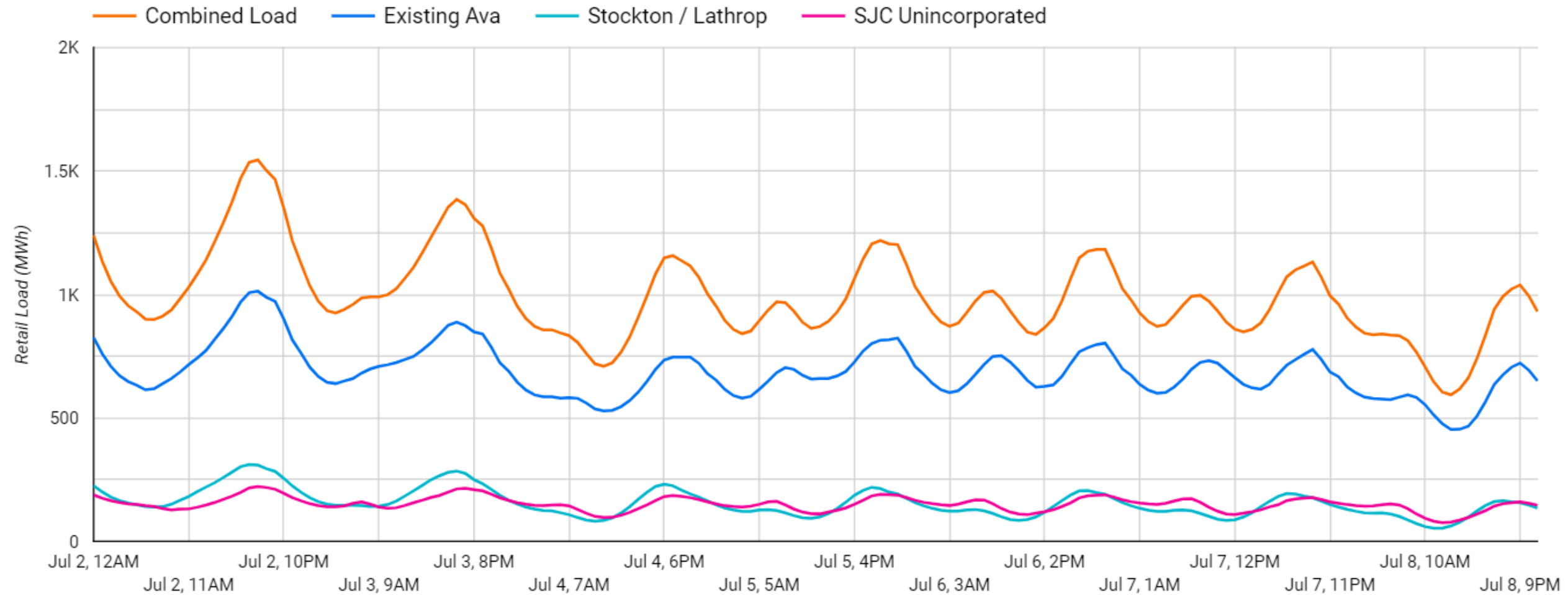


2023 Daily Load

2023 Historical Retail Load Comparison



Summer Hourly Load Shape



Quantitative Analysis: Base-Case

- Financial Base-Case scenario is based upon expected forward looking estimates for revenues and power resource/energy costs ("PR" = Power Resource)
- The table provides Base-Case assumptions and results for 2026; and are based on estimates as of July 2024
- Data reflects service to SJC for full CY 2026. Exact enrollment timing may be adjusted to optimize cost impacts

	A	B	C	D	(B+D)	(B+C)
	SJC (applying Ava's historical average PR costs)	SJC 2026 (high PR costs)	SJC 2026 (low PR costs)	Ava 2026 (w/out SJC)	Ava w/SJC 2026 (high PR costs)	Ava w/SJC 2026 (low PR costs)
Accounts	58,003	58,003	58,003	760,618	818,621	818,621
Annual Load (GWh/yr)	1,030	1,030	1,030	8,034	9,064	9,064
Peak Load (MW)	314	314	314	1,859	2,173	2,173
Net Position %	+7.95%	-23.4%	-4.6%	+4.6%	+1.9%	+4.1%
Net Position \$	\$10.3M	-\$30.3M	-\$5.7M	\$51.0M	\$20.7M	\$45.3M



Staff Recommendation

1. **Extend JPA membership to unincorporated San Joaquin County; and**
2. **Authorize staff to update Ava's Implementation Plan (IP) to reflect SJC's membership & resubmit IP to the CPUC by end of 2024.**
 - Expected service in CY 2026, based on CPUC certification by EOY 2024
 - Consider phasing SJC enrollment through 2026 by customer sector
 - Additional analysis needed to optimize phasing

Timing: Bring to BOD for vote @ **July 17, 2024**, meeting

- To allow time for staff to submit updated Implementation Plan for CPUC certification by **Sept 30, 2024**.
 - CPUC has 90 days to certify Ava's updated plan
- December CPUC certification needed to make the 2026 Resource Adequacy (RA) filing including new County load;
- Back up timeline: Sept 18, 2024, BOD meeting (requires preemptive draft of updated IP)



Thank you!



Online

AvaEnergy.org

Phone

+1 833.699.3223

Email

customer-support@AvaEnergy.org

Social

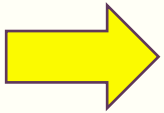
[PoweredWithAva](#)

Additional slides



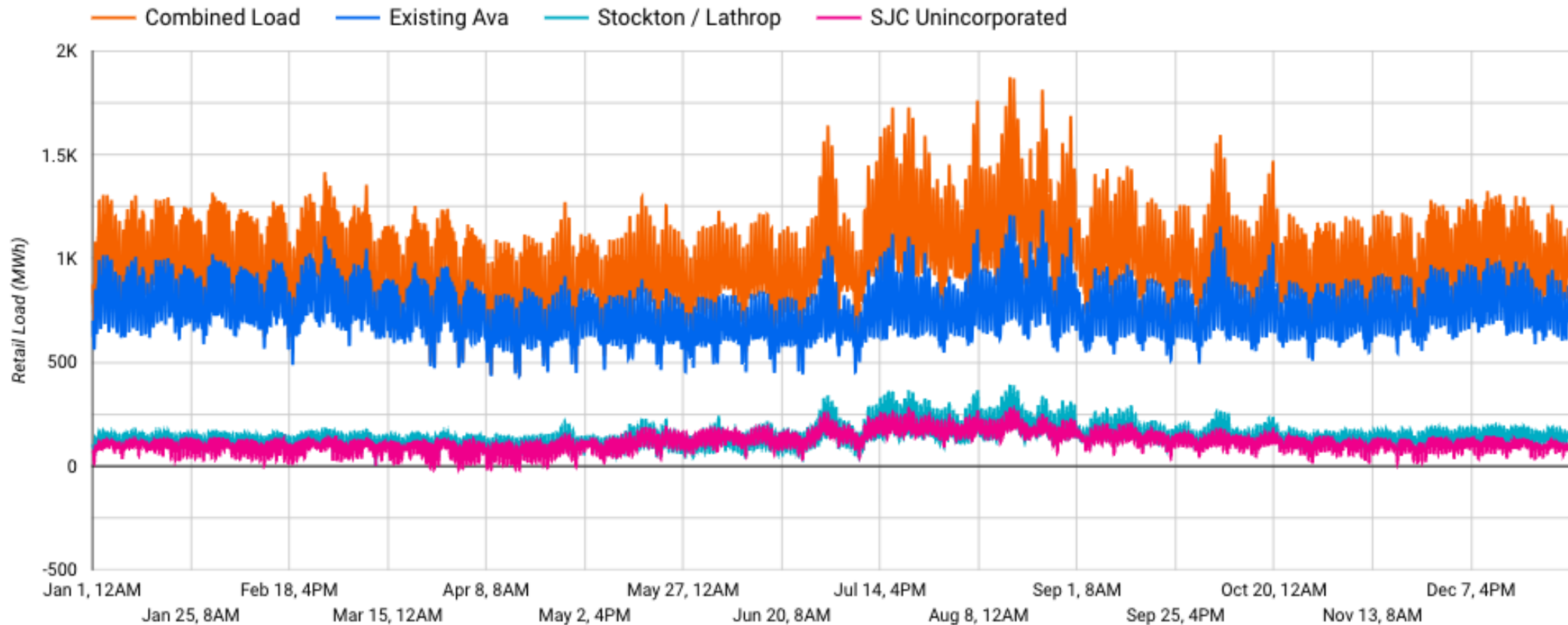
Process of Joining Ava

1. Initial meetings with City/County staff & elected officials
 - PG&E load data request forms
2. Presentations to City Council/BOS;
 - Discussion item --> PG&E load data request forms
 - Vote #1 - CCA Ordinance & Resolution to join Ava
 - Vote #2 - Second CCA Ordinance vote (*best completed by June to make Sept 30 RA deadline*)
3. Ava staff conducts quantitative membership analysis
4. **Ava Board/committees review analysis and Board considers including new community**
5. Pending Board approval, Ava updates JPA and files updated Implementation Plan with the CPUC before 9/30 for preferable RA compliance
6. Next CY: Initial community outreach in new community (e.g., meetings w/CBOs, Chambers, et al)
7. CY+1: Ava enrolls customers in new community, typically April (could be phased)



2023 Hourly Load

2023 Historical Retail Load Comparison





CAC Item C7

Staff Report Item 18

TO: Ava Community Energy Board of Directors

FROM: Brett Wiley, Senior Program Associate

SUBJECT: Authorizing CEO to negotiate and execute a Consulting Services Agreement with APTIM for the Ava Bike Electric Program

DATE: July 17, 2024

Recommendation

Approve a Resolution of the Board of Directors of Ava Community Energy Authority Authorizing the CEO To Negotiate and Execute a Consulting Services Agreement with APTIM for the Ava Bike Electric Program

Background and Discussion

Ava Community Energy (“Ava”) is working to increase adoption of zero-emission micromobility options that are safe, affordable, and reduce motor vehicle trips across our service area. The Ava Bike Electric Program (“Program”) will provide Ava’s customers, and residents of Alameda County, with the opportunity to get hands-on experience using electric bikes (e-bikes), while reducing the cost of ownership. The Program will have the following components:

1. **(optional) E-Bike Lending:** Ava aims to stimulate e-bike ownership beyond the financial limits of Ava’s ability to provide ongoing, long-term incentives. Therefore, Ava solicited proposals for e-bike lending that will allow residents to borrow an e-bike for short-term periods. Borrowing an e-bike and receiving bike & road safety training will enable participants to gain hands-on experience to determine if an e-bike could meet the needs of their daily activities. Unlike our plan last year, this lending program would leverage existing and growing local bike shops, who offer e-bike lending and provide an incentive voucher to participants to utilize those services. The intent of the lending program will be to increase awareness and enthusiasm for e-bikes, resulting in residents eventually

purchasing e-bikes and more likely by those who are not already primed to do so. While coordinated with the incentive program discussed below, there is no commitment on the participant to purchase an e-bike to utilize the lending program. NOTE: This offer is optional based on Ava staff capacity, successfully launching the e-bike ownership incentive, and customer needs. Ava will determine at a future date whether to implement this Program component or not. If not launched, the funding set aside for lending would be allocated to the ownership incentive.

- 2. E-Bike Ownership Incentive:** The incentive is intended to increase adoption and ownership of e-bikes in Ava’s service area. Incentives will be provided as point-of-sale vouchers and available at all income levels, with at least 40% of incentives dedicated to income-qualified customers on CARE/FERA electricity rates. The incentive amounts are indicated in the table below.

Customer Type	Base Incentive	Adders	Safety Equipment Voucher
CARE/FERA Customers	\$1,000	+\$500 Cargo or Adaptive e-bikes	\$100
All Other Customers	\$400		n/a

Table 1. E-bike incentives for qualified participants and eligible e-bikes.

Cargo and adaptive e-bikes have a higher incentive, since they tend to be more expensive, can offset more vehicle trips, and can provide mode-shifting options to people, who may not be comfortable using a traditional two-wheeled bicycle. Cargo e-bikes have increased weight capacity and an elongated frame & seats to especially help, for example, parents to travel with their kids in tow. Adaptive e-bikes are uniquely designed for those with mobility-related disabilities and can remove the barriers of biking for those who are dependent on additional equipment, such as a wheelchair, for mobility. Safety equipment vouchers for income qualified participants are expected to increase the likelihood that the additional expenses of helmets, locks, and lights are reduced at the point-of-sale for e-bikes, rather than an afterthought, further advancing more safe rides post-purchase.

As a result of this program, roughly 8,300 people would newly own an e-bike, with the primary purpose of mode shifting personal trips and work commute, while at least roughly 3,100 would be income qualified participants. If optioned, Ava has a budget for roughly 5,700 lending sessions. Ava will stagger incentive distributions, while randomizing selection, to ensure they last for a long duration of the Program and are fairly distributed.

While e-bikes rise in popularity, disparities exist in how common biking is based on where someone lives and who is riding those bikes across Ava's service area. In Alameda County, commuting by bike as the primary mode varies widely between Berkeley (5.9%), neighboring Oakland (2.0%), and Emeryville (3.0%), and there is even greater variation with Fremont (0.3%)¹. Across the Bay Area, those who commute on bikes are disproportionately male (2-to-1), white (61%), and affluent (25% earn more than \$225,000/year)².

Ava recognizes these disparities and barriers to bike commuting, as well as the opportunity this program provides to reduce those barriers. Ava will prioritize engaging those in harder to reach communities and have key performance indicators to track progress with Program participants that fully reflect the entire service area, instead of those who are likely to participate regardless of this Program.

2024 Request for Proposals

Ava issued a new RFP on March 20, 2024, to solicit proposals for program development and implementation of a consumer facing e-bike adoption program available across our growing service area, building on lessons learned from the work-to-date in the program, after ending the contract with previous implementer.

Ava received eight bids in response to its RFP for e-bike program implementers, of which five were conforming. None of the respondents applied to Ava's Fall 2022 solicitation, demonstrating the growing experience and market development in e-bikes since then. After reviewing bids and interviewing respondents, Ava selected the team led by APTIM as the primary implementer. APTIM is a private company with over 20 years of experience, over 3,000 employees worldwide (410 of which are in California), and extensive experience managing energy projects, including completing 1,600 in California over the past 10 years. They've also implemented three of the top e-bike programs in the U.S., including the largest nationally with the City of Denver. In total, they've distributed over 15,000 e-bike vouchers, over 5,000 safety equipment vouchers, and processed over \$15 Million in e-bike incentives across those three programs.

Ava believes APTIM will successfully implement the Program due to their e-bike program experience, program management expertise and infrastructure, flexibility to adapt and apply lessons learned across those they work with and the field, and a clearly outlined proposal and solicitation response that demonstrates ambitious yet realistic outcomes.

Coordination with Additional E-Bike Programs

The number of programs helping consumers access and own e-bikes continues to grow. In Ava's service area, comparable – but not the same – programs exist through the City of Oakland (short-term lending), City of Berkeley (long-term lending), and via an upcoming low-income incentive program through the State of California. Ava is working

¹ <https://www.vitalsigns.mtc.ca.gov/indicators/commute-mode-choice>

² <https://www.sfchronicle.com/bayarea/philmatier/article/One-place-where-white-men-still-reign-supreme-15084274.php>

closely with these partners and many others to ensure we are leveraging and supporting each other's programs, while filling in gaps (i.e. geographic, income levels) across peer programs to provide the best service for residents of Alameda County and our growing service area in San Joaquin County.

Fiscal Impact

The Consulting Services Agreement would be funded through the previous Board approved \$6,000,000 allocation to the Local Development Transportation Electrification budget for \$2,000,000 allotments in FY22, FY23, and FY24. These funds are derived from Ava's net revenue. Ava will also allocate an additional \$4,000,000 in funding via a previous Board approved and signed grant from the Alameda County Transportation Commission ("ACTC").

Attachments

- A) Resolution of the Board of Directors of Ava Community Energy Authority Authorizing the CEO to Negotiate and Execute a Consulting Services Agreement with APTIM for the Ava Bike Electric Program
- B) Presentation
- C) Consulting Services Agreement
- D) Scope of Work, in final draft

RESOLUTION NO. R-2024-XX
A RESOLUTION OF THE BOARD OF DIRECTORS
OF AVA COMMUNITY ENERGY AUTHORITY AUTHORIZING THE CEO TO
NEGOTIATE AND EXECUTE A CONSULTING SERVICES AGREEMENT WITH
APTIM FOR THE AVA BIKE ELECTRIC PROGRAM

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 section 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 Joint Powers Agreement (“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, Ava 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 support the adoption of electric bikes (e-bikes) across its service area to reduce vehicle miles traveled and reduce greenhouse gas and particulate emissions that disproportionately impact lower income and disadvantaged communities; and

WHEREAS Ava issued a Request for Proposals (“RFP”) for the Ava Bike Electric Program (“Program”) implementation in March 2024 and received a conforming bid from APTIM; and

WHEREAS The Program proposed by APTIM will leverage their market-leading experience and significantly increase e-bike usage and adoption in Ava’s service area; and

WHEREAS Ava has negotiated the scope, implementation timeline, goals, and budget to ensure a successful and transformative program that integrates lessons learned from Ava’s experience to-date and from other e-bikes programs; and

WHEREAS Ava has already allocated \$6 million dollars for an e-bike program through the annual budgeting process and will allocate an additional \$4,000,000 in funding via a previous Board approved and signed grant from the Alameda County Transportation Commission (“ACTC”).

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

Section 1. The CEO, in consultation with staff and legal counsel, is hereby authorized to negotiate and execute a Consulting Services Agreement with APTIM for the development and implementation of the Ava Bike Electric Program with total compensation not to exceed \$10,000,000.

ADOPTED AND APPROVED this 17th day of July, 2024.

Jack Balch, Chair

ATTEST:

Adrian Bankhead, Clerk of the Board



Ava Bike Electric Program and Vendor Selection

Board Presentation
7/17/24



Ava issued a new e-bike program solicitation in March 2024, after cancelling the contract with the prior vendor due to poor performance prior to program launch. After a highly competitive bidding process, Ava selected a market-leading e-bike program vendor, APTIM.

With Board approval, Ava will leverage the work previously done on the program and lessons learned, for a more informed launch in December 2024.



Program Overview



Program Overview

Ava Bike Electric seeks to increase adoption of zero-emission micro-mobility options that are safe and affordable and to reduce motor vehicle trips across our service area. The program will provide an opportunity to get hands-on experience using e-bikes and reduce the cost of ownership, while partnering with peer programs in member jurisdictions and the State of California.

Target Segment: Ava customers or residents of Alameda County

Enrollment Goal: ~8,200 e-bike vouchers, ~3,000 safety equipment vouchers, and (optional) ~5,700 e-bike lending sessions

- At least 40% of e-bike vouchers and lending sessions for income qualified (CARE/FERA) participants with 100% equipment safety vouchers for those participants.

Target Launch Date: December 2024

Budget: \$10M, of which 80% for e-bike incentives and 20% for lending; and

- \$6M Ava Local Development budget, already approved by the Ava Board through the annual budgeting process for \$2M allocations in FY22, FY23, & FY24
- \$4M from Alameda County Transportation Commission (ACTC) grant agreement for e-bike incentives

Program Priorities

- Increase Ava awareness among our customers with a fully Ava branded marketing campaign that will be Ava's largest residential program so far
- Issue universal vouchers through a randomized selection mechanism for participation fairness and a smooth customer experience from interest to voucher redemption at local bike shops
- Ensure that at least 40% of the program benefits delivered to CARE/FERA income qualified participants
- Increase transportation mode shift among participants toward clean, active transportation and public transportation
- Demonstrate how e-bike lending could pedal participation for those who otherwise would not consider e-bikes and the program (optional based on Ava staff capacity and customer needs). If Ava does not execute the lending program, the funding will be used for additional e-bike incentives.



Solicitation Details and Why APTIM



Ava Bike Electric Solicitation Background & Overview

Background:

- RFP for a program implementer released on March 20, 2024
- Received 8 bids, 5 were conforming. No bidders applied to our Fall 2022 solicitation.
- Responses were evaluated based on:
 - Experience in managing scaled point-of-sale incentive programs, especially those with e-bikes
 - Understandings and ability to articulate how to leverage what's already been by developed by/for Ava in the first program's iteration
 - How the vendor would staff and resource this program as a high priority and maintain the program over its duration
 - Supply side engagement and retailer contracting plan
 - Competitive and performance-based pricing aligned with a reasonable & clear program budget

Recommendation:

- Select **APTIM** as Ava's program implementer
- Contract Term: through 2026
- Budget: \$10 million (previously approved in FY22, FY23, FY24) ⁷



Why APTIM



- **Market leading experience in e-bikes:**
 - Launched and manages 3 top programs in the U.S. including City of Denver
 - >20K vouchers processed totaling \$15.5M incentives
- **Clear program staffing plan, including 100% dedicated manager and coordinator**
- **98% of contract value based on impact delivered for participants**
 - Incentives: \$8.7M
 - Admin Fee: \$1.3M, of which 84% performance-based on incentives redeemed
- **Full demo of existing technology that neatly aligns with Ava’s program design**
- **Lending proposal (optional) leverages existing retailers, rather than new brick-and-mortar stores**
- **No changes to Ava’s standard agreement**



Requested Action:

Authorize CEO to negotiate and execute provided Agreement and final scope with APTIM

Financial impact: \$6M from previously approved Local Development budget, with additional \$4M from ACTC grant



Thank you!



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AvaEnergy.org

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+1 833.699.3223

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customer-support@AvaEnergy.org

Social

[PoweredWithAva](#)

**Consulting Services Agreement for
Services By And Between Ava Community Energy Authority and
[Vendor's Legal Name]**

This Consulting Services Agreement (“Agreement”) is made this [xx] day of [Month], 202X (“Effective Date”) by and between Ava Community Energy Authority, a joint powers authority formed under the laws of the State of California (“Ava”) and [Vendor's Legal Name], a [legal form of business, state of formation, i.e. a California corporation] (“Consultant”) for the purpose of providing [brief description of services i.e. regulatory support, videography, etc] services to Ava. Ava and Consultant are herein referred to as “Parties” or individually as a “Party.”

Section 1. Recitals

1.1 Ava is an independent joint powers authority duly organized under the provisions of the Joint Exercise of Powers Act of the State of California (Government Code Section 6500 et seq.) (“Act”) with the power to conduct its business and enter into agreements.

1.2 Consultant possesses the skill, experience, ability, background, certification and knowledge to complete the Work described in this Agreement pursuant to the terms and conditions described herein.

NOW THEREFORE, for good and valuable consideration, the amount and sufficiency of which is hereby acknowledged, the Parties to this Agreement, agree as follows:

Section 2. Term

The term of this Agreement is from the Effective Date of this Agreement through [termination date], unless terminated earlier pursuant to Section 8.

Section 3. Scope of Work/Compliance with Laws and Regulations

3.1 Consultant agrees to perform the scope of work (the “Work”) in Exhibit A in accordance with the compliance schedule in Exhibit B.

3.2 Consultant represents and warrants that it has the skill and expertise to perform the Work. Consultant agrees to obtain any and all necessary licenses, approvals or permits necessary to perform the Work.

3.3 Consultant and its sub-suppliers, affiliates, agents and any other person or entity with whom the Consultant contracts in furtherance of this Agreement (collectively “Subconsultants”) must comply with all federal, state and local laws and regulations in performing the Work under this Agreement.

Section 4. Consultant Staffing

Exhibit C contains a list of Consultant's project manager and all team members. Consultant will not change or substitute the project manager or any team members or add additional team members without consultation with Ava.

Section 5. Subconsultants

5.1 Consultant agrees to use only those Subconsultants listed on Exhibit D. Consultant shall notify Ava within a reasonable period of time of any changes, additions, or removals of a Subconsultant.

5.2 Consultant agrees to require all Subconsultants to comply with the terms of this Agreement, including without limitation, maintaining insurance in compliance with the insurance obligations under Section 9, the Confidentiality requirements under Section 11 and indemnifying Ava under Section 12.

Section 6. Compensation and Payment

6.1 The maximum compensation under this Agreement is [\$\$\$\$].

6.2 If the Work under this Agreement is to be performed on a time and materials basis, Consultant must submit invoices to Ava on a monthly basis, complete with the name of the individual that conducted the Work, the time spent, and a brief description of the tasks performed during that time. On all invoices, Consultant must include the contract number provided by Ava and the total compensation left on the Agreement after deducting the amount of the invoice. Notification to Ava is required once the contract budget has been used up by 80% (including invoiced work and work that may not have been invoiced yet) which is \$_____ for this Agreement. Invoices must be submitted to Ava by the 20th of the month following the month in which Consultant performed the Work.

6.3 If the Work under this Agreement is to be performed on a task or project basis, the Consultant will submit an invoice within thirty (30) days of completing the project to the satisfaction of Ava for full payment, unless other arrangements have been made.

6.4 Ava will not agree to pay any markups on Subconsultant services or supplies unless such markups are included in Exhibit E, Compensation/Budget and such markups were included in Consultant's bid, if applicable.

6.5 The following are conditions on Ava's obligation to process any payments under this Agreement:

6.5.1 If the Consultant is a U.S. based person or entity, the Consultant must provide to Ava a properly completed Internal Revenue Service Form W-9 before Ava will process

payment. If the Consultant is a U.S based person or entity but has neither a permanent place of business in California nor is registered with the California Secretary of State to do business in California, the Consultant must provide Ava with a properly completed California Franchise Tax Board form related to nonresident withholding of California source income before Ava will process payment.

6.5.2 If the Consultant is not a U.S. based person or entity, the Consultant must provide Ava with the applicable Internal Revenue Service form related to its foreign status and a California Franchise Tax Board form related to nonresident withholding before Ava will process payment.

6.6 Ava agrees to pay invoices within forty-five (45) days of receipt. Invoices may be sent to Ava by U.S. mail or electronic mail to AP@avaenergy.org. Invoices will be deemed received on the next business day following the date of transmission via electronic mail or three days after placement in the U.S. mail.

6.7 Ava, as a Joint Powers Authority, is a separate public entity from its constituent members and will be solely responsible for all debts, obligations and liabilities accruing and arising out of this Agreement. Consultant acknowledges that it will have no rights and agrees not to make any claims, take any actions or assert any remedies against any of Ava's constituent members in connection with this Agreement.

Section 7. Records Retention and Ownership of Work Product

7.1 The Consultant must retain all ledgers, books of accounts, invoices, vouchers, cancelled checks, background materials, or other records relating to its performance under this Agreement for a period of three years following termination of this Agreement.

7.2 Ava owns all rights, including without limitation, all licenses, copyrights, service marks and patents, in and to all Work Product(s), whether written or electronic, without restriction or limitation upon their use and immediately when and as created by the Consultant, any Subconsultants, or any other person engaged directly or indirectly by the Consultant to perform under this Agreement. "Work Product(s)" means all writings, reports, drawings, plans, data, video, media, photographs, renderings, plans, software, models, and other similar documents and materials developed or created by Consultant or its Subconsultants on behalf of or for use by Ava under this Agreement. All Work Product(s) will be considered "works made for hire," and together with any and all intellectual property rights arising from their creation will be and remain the property of Ava without restriction or limitation upon their use, duplication or dissemination by Ava. Consultant agrees not to obtain or attempt to obtain copyright protection in its own name for any Work Product.

Section 8. Termination

8.1 Ava may terminate this Agreement for any reason by giving Consultant written notice. The termination notice may set the date of termination, but if no such date is given, termination is effective seven (7) days following the date of the written notice.

8.2 Ava may terminate this Agreement immediately upon written notice for any material breach of this Agreement by Consultant or any of its Subconsultants. If Ava terminates this Agreement for cause and obtains the same services from another consultant at a greater cost, the Consultant is responsible for such excess costs in addition to any other remedies available to Ava.

8.3 Upon termination for any reason, Ava has the option of requiring the Consultant to complete work up to the date of termination or to cease work immediately. Ava has the further option to require Consultant to provide Ava any finished or unfinished Work or Work Product prepared by the Consultant up to the date of termination.

8.4 Ava will pay Consultant the reasonable value of services satisfactorily rendered by the Consultant to Ava up to the date of written notice of termination. If Ava authorizes Consultant to continue performing the Work through the date of termination, Ava will pay Consultant the reasonable value of services satisfactorily rendered up through the date of termination, providing such services are in compliance with the Compensation/Budget in Exhibit E.

8.5 Upon termination of this Agreement, and at no cost to Ava, Consultant, its Subconsultants and anyone working for Ava under control of Consultant must return all Work Product to Ava. Consultant may only retain copies of the Work Product by express written permission of Ava.

Section 9. Insurance

9.1 Consultant must procure, maintain and comply with the insurance requirements in Exhibit F throughout the full term of this Agreement. Consultant must provide proof of insurance either in the form of a certificate of insurance or, if requested by Ava, a copy of the insurance policy, prior to performing any work under this Agreement.

9.2 Consultant agrees to stay in compliance with the insurance coverage requirements during the term of this Agreement. Consultant must give Ava ten (10) days written notice and obtain Ava's written approval prior to making any modifications that would reduce its insurance coverage.

9.3 Consultant must either include Subconsultants under its insurance policies or require each Subconsultant to comply with the insurance obligations in Exhibit F.

Section 10. No Discrimination or Conflict of Interest

10.1 Consultant represents and warrants, on behalf of itself and its Subconsultants, that it has not and will not discriminate against anyone based on his/her age, color religion, sex, sexual orientation, disability, race or national origin.

10.2 Consultant represents and warrants, on behalf of itself and its Subconsultants, that it is familiar with local, state and federal conflict of interest laws, that in entering into this Agreement it is not violating any of the conflict of interest laws, that it will avoid any conflicts of interest during the term of this Agreement, and that it will notify Ava immediately if it identifies any conflicts of interest Consultant understands that violations of this Section 10 could result in immediate termination of this Agreement and disgorgement of compensation.

10.3 In accordance with the California Political Reform Act (Cal. Gov't Code section 81000 *et seq.*), Consultant will cause each of the following people performing services under this Agreement to file a Form 700 within 30 days after the person begins performing services under this Agreement and subsequently on an annual basis in conformance with the requirements of the Political Reform Act by filing the original with the Ava Clerk to the Board of Directors. Form 700 submissions should be sent to cob@avaenergy.org, with carbon copy to the AVA contact. Each of the identified positions must disclose interests in accordance with the AVA Resolution-2018-7, Conflict of Interest Code, which may be amended from time to time. For the work currently outlined in Exhibit A, this Agreement **does/ does not** require the Filing of Form 700 at this time.

Name	Position or Assignment

Section 11. Confidentiality

11.1 Except as authorized by Ava or as otherwise required by law, Consultant shall not disclose to any third party/ies any draft or final Work Product, discussions or written correspondence between Consultant and its Subconsultants or discussions or written correspondence between Consultant and Ava staff. In the event Consultant receives a request from any third party requesting disclosure of any Work Product, discussions, communications or any other information Consultant is prohibited from disclosing,

Consultant will immediately notify Ava and wait for direction from Ava before disclosing the information.

11.2 For the purposes of this Section 11, “third parties” refers to any person or group other than Ava staff and Board members. For example, “third parties” include community groups, Board advisory groups, other governmental agencies, other consultants or members of the community.

11.3 This Section 11 will survive the expiration or termination of this Agreement.

11.4 The Parties acknowledge that this Consulting Services Agreement, and any future agreement between the Parties, will be subject to public disclosure under the California Public Records Act.

Section 12. Indemnity

12.1 Except with regard to any matter involving professional negligence, Consultant agrees, at its sole cost and expense, to indemnify, defend with counsel reasonably approved by Ava, and protect and hold harmless Ava, its officers, directors, employees, agents, attorneys, designated volunteers, successors and assigns, and those Ava agents serving as independent contractors in the role of Ava staff (collectively “Ava Indemnitees”) from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, penalties, judgements, liens and losses of whatever nature (“Claims”) that arise, directly or indirectly, in whole or in part, out of or are in any way related to Consultant’s or Subconsultant’s performance or failure to perform the Work under this Agreement, regardless of whether the Consultant or its Subconsultants acted or failed to act intentionally, willfully, recklessly or negligently. Consultant agrees that its indemnity and defense obligations include all costs and expenses, including all attorney fees, expert fees, mediation, arbitration, or court costs in connection with the defense. Consultant further agrees to indemnify, defend, protect and hold harmless Indemnitees from and against any breach of this Agreement and any infringement of patent rights, trade secret, trade name, copyright, trademark, service mark or any other proprietary right of any person(s) caused by Ava’s use of any services, Work Product or other items provided by Consultant or its Subconsultants under this Agreement.

12.2 With regard to any matter involving professional negligence, Consultant agrees, at its sole cost and expense, to indemnify, defend with counsel reasonably approved by Ava, and protect and hold harmless the Ava Indemnitees from and against any and all Claims to the extent arising out of or resulting from Consultant’s or Subconsultant’s negligence, recklessness, or willful misconduct. In no event shall the cost to defend charged to Consultant exceed the Consultant’s proportionate percentage of fault.

12.3 Consultant’s obligations in Subsection 12.1 and 12.2 do not apply to the extent any Claim results from the negligence or willful misconduct of the Ava Indemnitees.

12.4 Except as limited by Subsection 12.2, Consultant's obligation to defend Ava applies to the maximum extent allowed by law and includes defending Indemnitees as set forth in California Civil Code sections 2778 and 2782.8.

12.5 The Consultant's obligations under Section 12 applies regardless of the existence or amount of insurance the Consultant carries or has made available to Ava.

12.6 The Parties agree that this Section 12 survives the expiration or earlier termination of the Agreement.

Section 13. Consultant is an Independent Contractor

13.1 Consultant and its Subconsultant(s) are and at all times will be independent contractors. Consultant has complete control over its operations and employees and is not an agent or employee of the Ava and must not represent or act as the Ava's agent or employee. Consultant agrees, on behalf of itself and its employees and Subconsultants, that it does not have any rights to retirement benefits or other benefits accruing to Ava employees, and expressly waives any claim it may have to any such rights.

13.2 As an independent contractor, Consultant has complete control over its Subconsultants. Subject to the requirements of Section 5 of this Agreement, Consultant is solely responsible for selecting, managing and compensating its Subconsultants, and for ensuring they comply with this Agreement.

Section 14. Miscellaneous Terms and Conditions

14.1 Ava Authority.

The Chief Executive Officer or his/her designee is authorized to take all actions under this Agreement, including without limitation, amendments that fall within the Chief Executive Officer's signing authority, termination or modification of terms.

14.2 Waiver.

Waiver by either party of any one or more conditions, Sections, provisions or performance of this Agreement will not be a waiver of any other provision; nor will failure to enforce a provision or Section in one instance waive the right to enforce such provision or Section in the future. In no event will payment by Ava to Consultant constitute or be construed as a waiver by Ava of any breach or default of this Agreement, nor will such payment prejudice any of Ava's other rights or remedies.

14.3 Governing Law.

Consultant and Ava agree that this Agreement will be interpreted under the laws of the State of California.

14.4 Venue.

Any litigation resulting from this Agreement will be filed and resolved by a state court in Alameda County, California, or if appropriate, the federal courts in the Northern District of California located in San Francisco.

14.5 Audit Rights.

All records or documents required to be kept pursuant to this Agreement must be made available for audit at no cost to Ava, at any time during regular business hours, upon written request by Ava. Copies of such records or documents shall be provided to Ava at Ava's offices unless an alternative location is mutually agreed upon.

14.6 Recitals and Exhibits.

The Recitals in Section 1 above are intentionally made a part of this Agreement. All Exhibits and any other documents incorporated by reference are a part of this Agreement.

14.7 Notices.

Any notices required to be given under this Agreement must be made in writing and may be delivered a) personally, in which case they are effective upon receipt; b) by U.S. Mail, in which case they are effective three (3) days following deposit in the U.S. Mail, unless accompanied by a return receipt in which case, they are effective upon the date on the receipt; or c) by electronic mail, in which case they are effective upon confirmation of receipt, and if no confirmation of receipt, they are effective one day after transmission, providing that a hard copy is also sent via U.S. mail. All notices must be sent to the addresses below:

AVA

Attn: [relationship owner]
Ava Community Energy
1999 Harrison Street, Suite 2300
Oakland, CA 94612
Email: [your email] @avaenergy.org
Phone: [your number]

Consultant

Attn: [relationship owner with vendor]
[Vendor legal name]
[Vendor address]
[Vendor address]
Email: [vendor relationship owner email]
Phone: [vendor relationship number]

14.8 Assignment.

Except to the extent this Agreement authorizes Consultant to use Subconsultants, Consultant will not assign any part of this Agreement without Ava's prior written consent. Ava, at its sole discretion, may void this Agreement if a violation of this provision occurs.

14.9 Integrated Agreement.

The Recitals, this Agreement and the Exhibits attached to this Agreement contain the complete understanding between Ava and Consultant and supersedes any prior or contemporaneous negotiations, representations, agreements, understandings and statements, written or oral respecting the Work up through the Effective Date of this Agreement.

14.10 Amendments.

Any and all amendments or modifications to this Agreement must be made in writing and signed by each Party before such amendment will be effective.

14.11 Government Claims Act.

Nothing in this Agreement waives the requirements to comply with the California Government Claims Act (Government Code Section 810 et seq.) , where applicable.

14.12 Severability.

If a court of competent jurisdiction holds any Section or part of this Agreement to be invalid or unenforceable for any reason and the Work can still be performed, the Parties agree to sever the invalid or unenforceable Section from this Agreement and that all remaining Sections or parts of this Agreement will continue to be enforceable.

14.13 Counterparts.

This Agreement may be executed in one or more counterparts, all of which taken together will constitute one and the same instrument and each of which will be deemed an original.

14.14 No Party Deemed Drafter.

This Agreement will be considered for all purposes as prepared through the joint efforts of the Parties and will not be construed against one Party or the other as a result of the preparation, substitution, submission, or other event of negotiation, drafting or execution hereof.

14.15 Supplier Diversity.

Ava is required to report to the California Public Utilities Commission ("CPUC") on their diverse suppliers, as defined by CPUC General Order 156. Consistent with the California Public Utilities Code and California Public Utilities Commission policy objectives, Consultant agrees to document and provide information to Ava regarding Consultant's status and any engagement of women, minority, disabled veteran, and LGBT owned business enterprises in its completion of the Work under this Agreement. Specifically, Consultant agrees to complete Ava's Supplier Diversity

questionnaire, which may be updated or revised during the term of the Agreement, and otherwise reasonably cooperate with Ava to provide the information described above. Consultant shall provide such information in the timeframe requested by Ava and in no event later than January 31 of the year following the Effective Date of this Agreement.

Section 15. Authorized Signatories

15.1 Proper Countersignatures

Type of Entity	Authorized Signatories		
For a corporation:	Pursuant to California Corporations Code Section 313 proof of authority to execute the Agreement is established if one of the corporate officers listed in Column A below and one of the corporate officers listed in Column B below both sign the documents.		
	Column A	AND	Column B
	Chairman of the Board, or		Secretary, or
	President, or		Assistant Secretary, or
	Vice President		Chief Financial Officer, or
			Assistant Treasurer
	If the agreement is signed by any combination of persons other than those listed above or by an individual, then the agreement must be accompanied by a copy of the Board minutes, resolution, Corporate Secretary's certificate, or articles of incorporation stating that the signatories have the authority to bind the corporation.		
For a general partnership, a limited partnership, or a limited liability partnership:	All the general partners must sign the Agreement (a general partnership agreement is sufficient to establish the names of all general partners) unless the person signing the Agreement provides proof that he/she has authority to bind the partnership.		
For a limited liability company (LLC)	Copies of the following documents should be provided to establish who has authority to bind the LLC: (1) State Forms LLC-1 and LLC-12 if the company was formed in California; and (2) the operating agreement for the LLC – whether formed in California or another state.		
For a sole proprietor, or a sole proprietor doing business under another name:	Only the individual who owns the business can sign. Either a Fictitious Business Name Statement or a Business Tax Certificate is sufficient to establish the authority of an individual to bind a sole proprietorship.		

[signatures on following page]

IN WITNESS WHEREOF, the Parties have caused the Agreement to be executed as of the date set forth above.

[VENDOR'S LEGAL NAME]

Legal form of business, state of formation

By _____

Title _____

Date _____

By _____

Title _____

Date _____

[*remove if chart in 15.1 confirms only one signature is required]

AVA COMMUNITY ENERGY AUTHORITY
A Joint Powers Authority

By _____

Title _____

Date _____

APPROVED AS TO FORM:

Ava Counsel

LIST OF EXHIBITS

EXHIBIT A: SCOPE OF WORK

EXHIBIT B: SCHEDULE

EXHIBIT C: CONSULTANT STAFFING

EXHIBIT D: SUBCONSULTANTS

EXHIBIT E: COMPENSATION/BUDGET

EXHIBIT F: INSURANCE REQUIREMENTS

Exhibit A

SCOPE OF WORK

[Draft Scope of Work here and remove italicized language below when finalizing]

A Scope of work should aim to be as concise as possible while ensuring all necessary details of the services are captured. A good Scope should include:

- *Summary of Services*
- *Purpose and Objectives of Services (This could be in narrative form and provide the general purpose of the services)*

And may include:

- *Definitions of any Critical Terms (Any definitions, clarifications could be included here)*
- *List of any Supplemental Documents (If there is a lengthy document that does not make sense to copy and paste into the Scope of Work it could be referenced here)*
- *Tasks and Deliverables*
 - *List each task (and any related subtasks)*
 - *List required updates/reports on progress*
 - *List deliverable for each task*
 - *List schedule/due date for each task and for each deliverable*
 - *List any other milestone dates*
- *Exclusions/Exceptions and Additional Services (If there is anything that is specifically excluded from the Scope of Work that can be listed here. If there are additional services or costs (such as new services or travel costs), we can list the proposed costs and the process for selecting them here)*
- *Any Other Conditions (If there is something unique to the project that does not fit into the other categories).*

Additional Services:

Consultant will not provide additional services outside of the services identified in Exhibit A, unless it obtains advance written authorization from the project manager or lead Ava representative prior to commencement of any additional services.

Exhibit B

SCHEDULE

[Schedule - can be detailed or as simple as "As directed by Ava."]

Exhibit C

CONSULTANT STAFFING

[Include names of all team members who will be providing Ava services.]

Exhibit D

SUBCONSULTANTS

[If subconsultants are authorized in advance, they should be listed here, otherwise it can state either of these: "Subconsultants are not authorized under this Agreement." or "Subconsultants must be authorized in advance, in writing by Ava."]

Exhibit E

COMPENSATION/BUDGET

[If the compensation is hourly, a table of hourly rates by title should be included. If fixed fee, describe what amounts are to be paid based on what milestones]

The maximum compensation under this Agreement is [\$\$\$\$].

Exhibit F

INSURANCE REQUIREMENTS

A. Minimum Scope and Limits of Insurance. Consultant must procure, and at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

1) Commercial General Liability Insurance with a minimum limit of One Million Dollars (\$1,000,000.00) per occurrence for bodily injury, personal injury and property damage and a general aggregate limit of Two Million Dollars (\$2,000,000.00) per project or location. If Consultant is a limited liability company, the commercial general liability coverage must be amended so that Consultant and its managers, affiliates, employees, agents and other persons necessary or incidental to its operation are insureds.

2) Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with a combined single limit of One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.

3) Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance with a minimum limit of One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. If Consultant has no employees while performing the Work under this Agreement, workers' compensation policy is not required, but Consultant must execute a declaration that it has no employees.

4) Professional Liability/Errors & Omissions Insurance with minimum limits of Two Million Dollars (\$2,000,000.00) per claim and in aggregate.

B. Acceptability of Insurers. The insurance policies required under this Exhibit E must be issued by an insurer admitted to write insurance in the State of California with a rating of A:VII or better in the latest edition of the A.M. Best Insurance Rating Guide.

C. Additional Insured/Additional Named Insured. The automobile liability policies must contain an endorsement naming Ava, its officers, employees, agents and volunteers as additional insureds. The commercial general liability policy must contain an endorsement naming Ava, its officers, employees, agents and volunteers as additional named insureds.

D. Primary and Non-Contributing. The insurance policies required under this Agreement must apply on a primary non-contributing basis in relation to any other insurance or self-insurance available to Ava. Any insurance or self-insurance maintained by Ava, its officers, employees, agents or volunteers, will be in excess of Consultant's insurance and will not contribute with it.

E. Consultant's Waiver of Subrogation. The insurance policies required under this Agreement will not prohibit Consultant and Consultant's employees, agents or Subconsultants from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against Ava.

F. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by Ava. At Ava's option, Consultant must either reduce or eliminate the deductibles or self-insured retentions with respect to Ava, or Consultant must procure a bond guaranteeing payment of losses and expenses.

G. Cancellations or Modifications to Coverage. Consultant agrees not to cancel any insurance coverage during the term of this Agreement. Consultant further agrees not to reduce or otherwise modify the insurance policies required by this Agreement during the term of this Agreement, without the prior written approval of Ava. The commercial general and automobile liability policies required under this Agreement must be endorsed to state that should the issuing insurer cancel the policy before the expiration date, the issuing insurer will endeavor to mail 30 days' prior written notice to Ava. If any insurance policy required under Agreement is canceled or reduced in coverage or limits, Consultant must, within two business days of notice from the insurer, phone and notify Ava via electronic mail and certified mail, return receipt requested, of the cancellation of or reductions to any policy.

H. Ava Remedy for Noncompliance. If Consultant does not maintain the policies of insurance required under this Agreement in full force and effect during the term of this Agreement, or in the event any of Consultant's policies do not comply with the requirements of this Exhibit F, Ava may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, Ava may, but has no duty to, take out the necessary insurance and pay, at Consultant's expense, the premium thereon. Consultant must promptly reimburse Ava for any premium paid by Ava or Ava, in its sole discretion, may withhold amounts sufficient to pay the premiums from payments due to Consultant.

I. Evidence of Insurance. Prior to the performance of the Work under this Agreement, Consultant must furnish Ava with a certificate or certificates of insurance and all original endorsements evidencing and effecting the coverages required under this Agreement. The endorsements are subject to Ava's approval. Ava may request, and Consultant must provide complete, certified copies of all required insurance policies to Ava. Consultant must maintain current endorsements on file with Ava. Consultant must provide proof to Ava that insurance policies expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Consultant must furnish such proof at least two weeks prior to the expiration of the coverages.

J. Indemnity Requirements not Limiting. Procurement of insurance by Consultant will not be construed as a limitation of Consultant's liability or as full performance of Consultant's duty to indemnify Ava under Section 12 of this Agreement.

K. Subconsultant Insurance Requirements. Consultant's insurance coverage must include its Subconsultants or Consultant must require each of its Subconsultants that perform Work under this Agreement to maintain insurance coverage that meets all the requirements of this Exhibit F.

[Scope of Work: Ava Bike Electric Incentive Program](#)

[Scope of Work: Ava Bike Electric Lending Program](#)

[Exhibit A: Budget](#)

[Exhibit B - Schedule](#)

[Exhibit C - Staffing Plan](#)

[Exhibit D - Subcontractors](#)

[Exhibit E - Service Level Agreement](#)

Scope of Work: Ava Bike Electric Incentive Program

Task 1: Program Establishment

APTIM will submit a program design and supporting documentation consistent with our existing, successful e-bike rebate programs. The program design may include, but is not limited to, the following components, with a launch date no later than 120 days after contract execution.

- A. **Kick-off meeting.** APTIM will facilitate a kickoff meeting to establish the plan and schedule for pre-launch activities. The meeting will include the following:
 - a. **Review communication and project management approach.** This will include meeting cadence, decision making, documentation, collaboration, and communication approaches.
 - b. **Schedule overview and major milestones.** This will include a high-level, draft schedule, highlighting critical path decision, approval and deliverable dates needed to maintain the proposed timeline.
 - c. **Review rebate program process overview.** APTIM will conduct a live portal demo that illustrates the core portal design configured for Ava. The demo will review the workflow of applicants and bike retailers through the portal as well as report templates that will be available to Ava and expectations for the necessary application software interface (API) to send and receive data from Ava's system. The purpose of this review will be to determine if there are any gaps or roadblocks for Ava related to the core portal design for follow up and ensure that both parties have the same expectations for data exchanges. This is a critical step since changes to the core portal design that require new coding or workflow changes will impact the proposed launch timeline and require a change order and level of effort determination.
 - d. **Introduce configuration playbook.** The playbook is used to document recommendations and approved decisions for all necessary program design

attributes. The attributes to be reviewed and defined include all portal attributes related to the portal experience, workflow and rules.a.

The goal of the playbook exercise and documentation is to define the program such that design documentation and development may proceed in a timely manner. To manage change control and maintain program schedule, approved decisions within the playbook will be considered final. Changes to previously approved decisions or requested design attributes that require significant solution engineering may lead to a change control process where scope, schedule and cost impacts will be reviewed, options considered and agreed upon prior to implementation. APTIM and Ava will work closely and transparently to resolve any such barriers.

- B. Finalize program portal configuration.** APTIM will work with Ava to review portal configurations, program attributes and data exchanges through the use of APIs. Once Ava approves these configurations, a workflow validation session will review the end-to-end applicant and bike retailer experience for final approval of configurations. Final decisions and approvals will be critical to maintaining the launch schedule.

Activities will include:

- a. **Finalize applicant participation rules, product eligibility definitions and recommended terms & conditions (T&Cs).** APTIM will provide these for review and approval by Ava.
 - i. Participant rules will include information for applicants that define key process requirements, timelines for completing a valid application and redeeming a rebate for a qualifying e-bike with a qualified bike retailer.
 - ii. Clear product eligibility definitions of bike types and equipment types eligible for rebates.
 - iii. APTIM will provide a draft of participant terms and conditions for Ava's review and approval of the terms and conditions document that each applicant must electronically sign to participate in the program. APTIM legal will be required to approve any changes suggested by Ava.
 - iv. Update existing Agreements for customers, e-bike manufacturers, and e-bike retailers to account for any changes in the program implementation model (PIM) and their ability to participate in the program
- b. **Finalize bike retailer participation rules, eligibility guidelines and recommended terms & conditions (T&Cs).** APTIM will provide these for review and approval by the City.
 - i. Bike retailer rules will include information for bike retailers that define qualification requirements, transaction requirements, and timelines for becoming qualified and redeeming a rebate for a qualifying e-bike with an applicant.

- ii. APTIM will provide bike retailer eligibility guidelines recommendations on acceptable documents to qualify for participation, applying definitions provided by Ava. Upon Ava's review and approval, these will be finalized into the program design.
- C. **Engage, contract, and manage relationships with manufacturers and local e-bike retailers.** Ongoing training of retailer staff and evaluating that participating providers are meeting program requirements, including incentive verification and on-site signage, will be conducted.
- D. **Create portal workflow validation.** Once all configuration decisions have been made and approved, APTIM will review and finalize for final approval by Ava. Upon approval, this will be the source document for the implementation of all configurable elements of the portal and operations.
- E. **Validate program design.** We will review the program design to ensure it meets required specifications.
- F. **Provide marketing review and experience-based knowledge to assist Ava's marketing team.** Review and provide suggestions to assist Ava Marketing Team's development of marketing materials for the E-Bike program, leveraging APTIM experience from other successful programs.
- G. **Finalize bike retailer requirements and registration.** APTIM will prepare materials and lead bike retailer recruitment and training, while providing guidance for Ava and other stakeholders to support this effort. Ava may utilize these materials and integrate them into Ava's website's landing page for the program to provide access to the bike retailers.
- a. **Conduct bike retailer enrollment.** Open and monitor bike retailer enrollments on the portal. Approve or provide feedback to bike retailers upon receipt of their registrations.
 - b. **Develop bike retailer instructions.** Develop clear instructions for bike retailers to access, enter information and use the rebate administration portal in a training presentation in PowerPoint to be uploaded to Ava's website. Additionally, develop a one-page reference document for bike retailers to utilize at the point of purchase to remind them of requirements to complete a rebate redemption properly.
 - c. **Conduct bike retailer webinar.** Deliver one live kick-off webinar presenting the retailer instructions PowerPoint to retailers. This webinar will be recorded and uploaded to Ava's website to provide ongoing access to bike retailers. This webinar will also be provided on the program portal, together with the training presentation. Future webinars will be conducted ahead of the launch of meaningful program changes.
 - d. **Create applicant and retailer contact plan.** Advise Ava and other stakeholders on how to recruit approved bike retailers and participants. This will include

development of a recommended outreach timeline and email templates to, if necessary, be sent by Ava to retailers.

H. Develop and implement automated email customer communications during the customer journey.

- a. Provide a customer communications plan for Ava approval aligned with the customer journey to ensure a customer receives key information and reminders at key stages in the journey.

I. Advise Ava's Marketing team about:

- a. Transfer relevant knowledge from previous programs to educate Ava marketing team on program communication and marketing best practices, both to drive demand and manage expectations with stakeholders
- b. Understanding interest and participation volume expectations for marketing campaign deployment that aligns with program goals and bike retailer capacity
- c. Benchmarks to determine whether marketing channels are performing as intended from peer programs
- d. Uncovering unique channels to engage potential Ava Bike Electric participants
- e. As requested, provide feedback on Ava developed marketing material within five (5) business days of receipt
- f. Marketing acumen that could contribute to performance of marketing activities, conversion rates, and appropriately setting expectations for a high demand program
- g. Regular meetings (weekly in the two months prior to launch and one per month after. Can be adjusted after this point by mutual agreement) to review and align marketing activities, customer support and feedback, and program performance.

J. Update Program Implementation Manual. APTIM to update the existing PIM to ensure it is consistent with program designs and contains the following information:

- a. Rules and requirements for program customers, vendors, and other participants. This includes in-store signage and training requirements for participating retail locations.
- b. Mitigation plans for the unauthorized reselling of e-bikes
- c. Process for returned incentive funds
- d. Incentive Program oversubscription and wait lists
- e. Customer Journey
- f. Customer segmentation analysis
- g. E-bike technical specifications
- h. Qualified Product List (QPL)
- i. Program Participation Agreements and T&Cs
- j. Eligible e-bikes on Qualified Product List ("QPL") – ongoing updates, especially considering UL standards. Data to be tracked and reported to Ava.
- k. Data Exchange Methods and Protocols (APIs)

Task 2: Configuration of the Rebate Administration Portal

Configure APTIM's proprietary application system, to match the configuration requirements and funding streams for the program. APTIM assumes this program will make use of pre-configured, existing program layouts, workflows, rules, dashboards, survey tools, design materials, and reporting dashboards; pricing is based upon use of the existing designs, program, and design materials, reporting templates and program parameters.

- A. **Configure the program portal.** Prepare and test an online portal to allow qualified participants to apply for vouchers. The portal will:
 - a. Ensure each budget stream remains within required limits
 - b. Make available a customer portal that's accessible on a desktop and mobile device (iOS and Android) and create a point-of-sale e-bike incentive that uniquely applies to an eligible participants' purchase and subsequently redeemed by a bike retailer. Ideally, the incentive would be universally applied to any participating bike shop.
 - c. Allow for follow up if applications are deemed incomplete
 - d. Allow for random selection of participants
 - e. Issue a Standard or California Alternate Rates for Energy (CARE)/Family Electric Rate Assistance Program (FERA) incentive voucher via random selection to purchase a standard, cargo, or adaptive e-bike for purchase at a participating retailer
 - f. Upon approval, email the participant a voucher code to approved participants that can be redeemed at approved e-bike retailers
 - g. Utilize google translate function to offer translations of portal screens to users
 - h. Provide an online mechanism to allow bike retailers to determine if vouchers are active
 - i. Provide an online mechanism to allow retailers to submit voucher redemption requests for payment processing
- B. **Provide program introduction content.** Create landing page content (text and hyperlinks) for program based upon brand requirements on Ava's website that will direct residents and approved retailers to APTIM's application portal. Ava will integrate this content into its website.

Task 3: Establish a Customer Service Help Desk

APTIM will establish a dedicated program email address and inbox. APTIM will provide contact center staffing to respond to applicant and bike retailer emails and phone calls.

- A. **Establish contact center email and phone number.** Create a dedicated phone number and email address to assist with applicant and bike retailer questions. Available

during participating bike shop hours to reduce the likelihood that contacts will reach a non-response, with available hours as defined below.

- B. **Manage phone and email inquiries.** APTIM will review and respond via phone and email to applicants in a first come-first served basis, with an objective to respond to and resolve applicant and bike retailer questions, issues and/or barriers to participation as quickly as possible per Exhibit E. Customer Service representatives will be available 9am-5pm PST, Monday to Friday and able to handle calls and emails in English, Spanish, and Simplified Chinese.
- C. **Escalate complex email inquiries as needed.** APTIM may escalate customer or bike retailer inquiries to Ava, with recommendations, in cases where the resolution is not clear based on program rules or may require special consideration.
- D. **Direct customer response.** In some cases, if more convenient than email-only communication, APTIM contact center staff may work to resolve customer or bike retailer emails by phone.
- E. **Document process.** Provide Ava with the process to document customer issues, escalations, and resolutions for Contractor to resolve.

Task 4: Rebate Application Processing

APTIM will establish dedicated staff to actively review submitted rebate redemptions from bike retailers (with adequate time to ensure payment within 15 business days). These staff will review and respond to applicants with scripted or customized feedback to assist their progress through the rebate redemption processes. APTIM processing staff will:

- A. **Notifications.** Notify applicants of status once a voucher has been issued.
- B. **Review rebate redemption requests.** Review rebate redemptions submitted by bike retailers to confirm program requirements are met. When requirements are met, notify the bike retailer and process payment to the bike retailer for payment within 15 business days. When requirements are not met, notify the bike retailer and advise on how to meet the requirements within 2 business days.
- C. **Monitor and manage rebate approvals and redemptions.** Continuously assess the number of rebates approved and redeemed to help ensure the budgets are not exceeded or at risk.

Task 5: Rebate Distribution

APTIM will distribute rebate payments to bike retailers in accordance with the approved program design. Tasks will include:

- A. **Issue rebate checks.** Paper rebate checks will be sent to bike retailers. These retailers will have the option to enroll for electronic payment (ACH) for faster receipt of checks. Printed materials, including but not limited to stationery and paper checks related to the

Incentive Program shall bear the desired program or Ava's logo, to be provided to APTIM. Use of the logo is limited to the e-bike Incentive Program.

- B. **Issue 1099s.** APTIM will be responsible for issuing 1099s to bike retailers.

Task 6: Reporting and Database

Administer the program, track, and analyze key metrics, and report program budgets and status.

- A. **Conduct ongoing Administration.** Provide ongoing management of the program and coordination with Client in the following:
- a. Schedule, facilitate, lead, and report out from weekly project management meetings with Ava during the Start Up Phase and no less than bi-weekly project management meetings after the Go Live Date. A draft agenda will be sent no later than 1 business day prior to the meeting and assign next steps no later than 1 business day after meetings in the mutually agreed upon project management software, with a preference for Asana.
 - b. Train all staff in project management software and ensure ongoing and active use for effective program delivery.
 - i. Provide Ava with the ability to access reports and download raw data directly through web-based views of the data tracking. Specific data to be tracked will be mutually decided via email and will be described in the PIM.
- B. **Regularly weekly marketing report the following to the Client:**
- a. Email Metrics: including emails sent within Vendor-managed portion of customer journey, open rate, bounce rate, and click-through rates.
 - b. Azure Telemetry/Insights: related to any customer engagement with APTIM's owned/managed program web properties, including: page views, demographics, campaign source, site duration, and bounce rate.
- C. **Establish a monthly report** format and key performance indicators (KPI) with Ava in the PIM to track Program performance, including Program updates, outreach status compared to Response Times, customer Information updates, any customer complaints, feedback, escalations, and Scheduled Uptime (as described in attached SLA), budget status, milestone activities, risks/issues/resolutions, incentives, and e-bikes delivered, and a line-item invoice. Monthly reports will provide the following, but not limited to, information, including,
- a. Total Incentive budget spent compared to funds allocated to-date
 - b. Total percent of the Incentive Budget spent on CARE/FERA customers, to be measured no sooner than 3 months after Program Launch
 - c. Number of e-bikes delivered to non-CARE/FERA and CARE/FERA customers, to be measured immediately upon Program Launch, and then monthly thereafter
 - d. Total number of participants per customer journey stage, zip code, and percentage of those by CARE/FERA participants
 - e. Bike purchase statistics by retailer, type, make, and model

- f. Program budget status, including invoices paid out to retailers compared to what's been requested
- D. **Establish Quarterly Reports.** Provide Ava with quarterly reports including data listed in monthly reports with additional narrative and graphical representations of accomplishments, trends, and market intel, program activity, and proposed Program enhancements, improvements, and areas of concern. Quarterly Report will include the following, but not limited to, metrics:
- a. Number of customer calls, emails
 - b. Number of customer experience escalations, and time to resolution
 - c. # of additional e-bike SKUs added to QPL, if applicable
 - d. # of additional Participating Retailers added, if applicable
- E. **Annual Reports.** Provide Ava with annual reports summarizing Program results and accomplishments in narrative and numerical format, including summary of progress and highlights for the year and any significant changes in strategies or services and indirect savings acquisition activities, and program design recommendations for the upcoming Program year, as applicable.
- F. **Reporting Dashboards.** Each dashboard described below has an option to be emailed in PDF form. A direct link to the live, Power BI version will be provided to Ava. Using the Power BI version, the recipient will be able to filter the report on available fields and export the report data to Excel, PowerPoint, or PDF. The data fields available in these reports, as illustrated by the example dashboards below, may be customized by change order process only.
- G. **E-Bike Rebate Status Dashboard.** This dashboard will summarize the current total of redeemed, expired/canceled and valid (unredeemed but still redeemable) rebate vouchers.
- a. Application Status Dashboard will summarize the current total of redeemed, expired/canceled and valid (unredeemed but still redeemable) rebate vouchers.
 - b. Pre-Application Status Dashboard will summarize the current total of pre-applications the program has received. Pre-applications represent all of the applicants seeking a rebate voucher through the random selection process. Some of these pre-applicants may be selected to receive a voucher through the random selection process after this step.
 - c. Date rebate voucher
 - d. Date issued
 - e. Date rebate voucher redeemed (if purchase made)
 - f. Date rebate voucher expired (if applicable)
 - g. If rebate was redeemed:
 - i. Manufacturer, model, and serial number of e-bike purchased
 - ii. Total Cost of e-bike purchased
 - iii. Rebate amount paid
 - iv. Bike retailer that redeemed rebate

- h. Bike retailer data collected
 - i. Bike retailer contact information (address, email, and phone number)
 - ii. Bike retailer business information (Business name, tax ID)
 - iii. Bike retailer W9
- i. Rebate redemption payment details

Task 7: Invoicing

APTIM will establish an escrow account for rebate funds. After the first quarter of implementation and every quarter thereafter, APTIM will send an incentive invoice to Ava for the incentive amount paid in the previous quarter (net 45-day terms) such that the account is intended to always have at least three months' worth of projected incentive payments available at any given time until the program winds down. If the incentive bank account balance is reduced where there are insufficient funds to pay the next batch of incentive payments, the payments will be held until the account is sufficiently funded.

- A. APTIM will invoice monthly for our administrative fees.
- B. Administrative fees will be billed as follows:
 - a. \$180,000.00 upon delivery of the portal and successful launch of program, 120 days after contract execution
 - b. Payment processing and issuance for CARE Customers = 12.5% of every \$1 processed
 - c. Payment processing and issuance for Non-CARE customers = 12.5% of every \$1 processed
- C. APTIM will submit the following invoice components to Ava for each invoice, whether for rebate reimbursement or for our administrative fees. With each of these components submitted, the invoice will be considered complete, and Ava will process payment for each invoice per the terms of the contract, to be paid within 45 days of invoice date.
- D. **Invoice.** The monthly invoice will include project details as shown below in the invoice cover page and invoice detail page.
 - a. Invoice cover page will provide the total amount of charges and the information in the blue headings shown below, such as Project Number, Date, Invoice Number, etc.
 - b. Invoice detail page will provide a breakdown of current month rebate counts and billed amounts and summarize APTIM fees separately from rebate amounts.
 - c. Rebate Transaction Report will detail each rebate check issued to Bike Retailers on behalf of program applicants and the total sum of rebates issued during the previous calendar month. This report will be submitted as a PDF attachment to the invoice.

Task 8: Refund of all Remaining Funds

APTIM will be responsible for returning any unused funds upon cessation of the program.

- A. APTIM will be responsible for adhering to all escheatment requirements
- B. At the end of the agreement term, the balance left unspent in the incentive account will be returned to Ava

Task 9: Technology Requirements

APTIM will follow all required guidelines and protocols for technology used for this program.

- A. **Data Model:** APTIM will follow Ava's guidelines with the development of a data model that both parties will work from in order to enable data exchanges.
- B. **Data transfers.** APTIM will use the Ava API to retrieve participant leads and will also use it to push notifications related to customer status. Data to include in these transfers could include but is not limited to updates to customer statuses, dates, addresses, and any other fields related to customer eligibility as it relates to e-bike incentives.
- C. **UAT Plan.** APTIM will present a UAT plan to evaluate and test all specified technical requirements towards the full implementation of a customer journey and platform integration. APTIM will lay out a plan for independent UAT to test different aspects of the customer journey, and a joint UAT plan (with Ava) where both parties are updating statuses and other criteria along the customer journey. Independent UAT, however, should also allow for testing of data transfers without needing external files or support from Ava staff. The latter might require the use of toy data, test users and other mechanisms. Independent means that APTIM is leading UAT without the need of Ava to be involved in the UAT process.
- D. **Test Data.** APTIM will develop a minimal viable product (MVP) of the products specified in this document with schematics of the customer journey, system data flows, data schemas (i.e., data expected but don't have yet) and complete system testing with sample data.

Optional Scope of Work: Ava Bike Electric Lending Program

Task 1: Program Establishment

If Ava issues a notice to proceed to APTIM, APTIM will submit an e-bike lending rebate program design and supporting documentation consistent with our existing, successful e-bike rebate programs. Issuance of a Notice to Proceed with the Optional Lending Program and Ava agrees to provide APTIM with at least 60 days notice prior to launch of the Lending Program Development (i.e., 60 days before “Day 0” in the Lending Program Schedule, see Exhibit B). The program design may include, but is not limited to, the following components.

- A. **Kick-off meeting.** APTIM will facilitate a kickoff meeting to establish the plan and schedule for pre-launch activities. The meeting will include the following:
 - a. **Review communication and project management approach.** This will include meeting cadence, decision making, documentation, collaboration, and communication approaches.
 - b. **Schedule overview and major milestones.** This will include a high-level, draft schedule, highlighting critical path decision, approval and deliverable dates needed to maintain the proposed timeline.
 - c. **Review e-bike lending rebate program process overview.** APTIM will review the workflow of applicants and e-bike lenders/retailers through the portal as well as report templates that will be available to Ava and expectations for the necessary application software interface (API) to send and receive data from Ava’s system. The purpose of this review will be to determine if there are any gaps or roadblocks for Ava related to the core portal design for follow up and ensure that both parties have the same expectations for data exchanges. This is a critical step since changes to the core portal design that require new coding or workflow changes will impact the proposed launch timeline and require a change order and level of effort determination.
 - d. **Introduce configuration playbook.** The playbook is used to document recommendations and approved decisions for all necessary program design attributes. The attributes to be reviewed and defined included all portal attributes related to the portal experience, workflow and rules.

The goal of the playbook exercise and documentation is to define the program such that design documentation and development may proceed in a timely manner. To manage change control and maintain program schedule, approved decisions within the playbook will be considered final. Changes to previously approved decisions or requested design attributes that require significant solution

engineering may lead to a change control process where scope, schedule and cost impacts will be reviewed, options considered and agreed upon prior to implementation. APTIM and Ava will work closely and transparently to resolve any such barriers.

- B. Finalize program portal configuration.** APTIM will work with Ava to review portal configurations, program attributes and necessary data exchanges through the use of API. Once Ava approves these configurations, a workflow validation session will review the end-to-end applicant and e-bike lender experience for final approval of configurations. Final decisions and approvals will be critical to maintaining the launch schedule. Activities will include:
- a. **Finalize applicant participation rules, product eligibility definitions and recommended terms & conditions (T&Cs).** APTIM will provide these for review and approval by Ava.
 - i. Participant rules will include information for applicants that define key process requirements, timelines for completing a valid application and redeeming a rebate for a qualifying e-bike with a qualified e-bike lender.
 - ii. Clear product eligibility definitions of e-bike types eligible for rebates.
 - iii. APTIM will provide a draft of participant terms and conditions for Ava's review and approval of the terms and conditions document that each applicant must electronically sign to participate in the program. APTIM legal will be required to approve any changes suggested by Ava.
 - iv. Update existing Agreements for customers, e-bike manufacturers, and e-bike lenders to account for any changes in the program implementation model (PIM) and their ability to participate in the program
 - b. **Finalize e-bike lender participation rules, eligibility guidelines and recommended terms & conditions (T&Cs).** APTIM will provide these for review and approval by Ava.
 - i. E-bike lender rules will include information for e-bike lenders that defines qualification requirements, transaction requirements, and timelines for becoming qualified and redeeming a rebate for a qualifying e-bike with an applicant.
 - ii. APTIM will provide e-bike lender eligibility guidelines recommendations on acceptable documents to qualify for participation, applying definitions provided by Ava. Upon Ava's review and approval, these will be finalized into the program design.
- C. Engage, contract, and manage relationships with manufacturers and local e-bike lenders.** Ongoing training of e-bike lender staff and evaluating that participating e-bike lenders are meeting program requirements, including incentive verification and on-site signage, will be conducted.

- D. **Create portal workflow validation.** Once all configuration decisions have been made and approved, APTIM will review and finalize for final approval by Ava. Upon approval, this will be the source document for the implementation of all configurable elements of the portal and operations.
- E. **Validate program design.** We will review the program design to ensure meets required specifications.
- F. **Provide marketing review and experience-based knowledge to assist Ava's marketing team.** Review and provide suggestions to assist Ava Marketing Team's development of marketing materials for the E-Bike program, leveraging APTIM experience from other successful programs.
- G. **Finalize e-bike lender requirements and registration.** APTIM will prepare materials to lead e-bike lender recruitment and training, while providing guidance for Ava and other stakeholders to support this effort.. Ava may utilize these materials and integrate them into Ava's website's landing page for the program to provide access to the e-bike lenders.
 - a. **Conduct e-bike lender enrollment.** Open and monitor e-bike lender enrollments on the portal. Approve or provide feedback to e-bike lenders upon receipt of their registrations.
 - b. **Develop e-bike lender instructions.** Develop clear instructions for e-bike lenders to access, enter information and use the rebate administration portal in a training presentation in PowerPoint to be uploaded to Ava's website. Additionally, develop a one-page reference document for e-bike lenders to utilize at the point of purchase to remind them of requirements to complete a rebate redemption properly.
 - c. **Conduct e-bike lender webinar.** Deliver one live kick-off webinar presenting the e-bike lender instructions PowerPoint to lenders. This webinar will be recorded and uploaded to Ava's website to provide ongoing access to e-bike lenders. This webinar will also be provided on the program portal, together with the training presentation. Future webinars will be conducted ahead of the launch of meaningful program changes.
 - d. **Create applicant and lender contact plan.** Advise Ava and other stakeholders on how to recruit approved e-bike lenders and participants. This will include development of a recommended outreach timeline and email templates to, if necessary, be sent by Ava to lenders.
- H. **Develop and implement automated email customer communications during the customer journey.**
 - a. Provide a customer communications plan for Ava approval aligned with the customer journey to ensure a customer receives key information and reminders at key stages in the journey.
- I. **Advise Ava's Marketing team about:**

- a. Transfer relevant knowledge from previous programs to educate Ava marketing team on program communication and marketing best practices, both to drive demand and manage expectations with stakeholders
 - b. Understanding interest and participation volume expectations for marketing campaign deployment that aligns with program goals and e-bike lender capacity
 - c. Benchmarks to determine whether marketing channels are performing as intended from peer programs
 - d. Uncovering unique channels to engage potential Ava Bike Electric participants
 - e. As requested, provide feedback on Ava developed marketing material within five (5) business days of receipt
 - f. Marketing acumen that could contribute to performance of marketing activities, conversion rates, and appropriately setting expectations for a high demand program
 - g. Regular meetings (weekly in the two months prior to launch and one per month after. Can be adjusted after this point by mutual agreement) to review and align marketing activities, customer support and feedback, and program performance.
- J. **Update Program Implementation Manual.** APTIM to update the existing PIM to ensure it is consistent with program designs and contains the following information:
- a. Rules and requirements for program customers, vendors, and other participants. This includes in-store signage and training requirements for participating lending locations.
 - b. Process for returned incentive funds
 - c. Incentive Program oversubscription and wait lists
 - d. Customer Journey
 - e. Customer segmentation analysis
 - f. E-bike technical specifications
 - g. Qualified Product List (QPL)
 - h. Program Participation Agreements and T&Cs
 - i. Eligible e-bikes on Qualified Product List (“QPL”) – ongoing updates, especially considering UL standards. Data to be tracked and reported to Ava.
 - j. Data Exchange Methods and Protocols (APIs)

Task 2: Configuration of the Rebate Administration Portal

Configure APTIM's proprietary application system, to match the configuration requirements and funding streams for the program. APTIM assumes this program will make use of pre-configured, existing program layouts, workflows, rules, dashboards, survey tools design materials, and reporting dashboards; pricing is based upon use of the existing designs, program, and design materials, reporting templates and program parameters.

- A. **Configure the program portal.** Prepare and test an online portal to allow qualified participants to apply for vouchers. The portal will:
 - a. Ensure each budget stream remains within required limits

- b. Make available a customer portal that's accessible on a desktop and mobile device (iOS and Android) and create a point-of-sale e-bike incentive that uniquely applies to an eligible participants' purchase and subsequently redeemed by a e-bike lender. Ideally, the incentive would be universally applied to any participating e-bike lender.
 - c. Allow for follow up if applications are deemed incomplete
 - d. Allow for random selection of participants
 - e. Issue a Standard or California Alternate Rates for Energy (CARE)/Family Electric Rate Assistance Program (FERA) incentive voucher via random selection to borrow a standard, cargo, or adaptive e-bike for purchase at a participating lender
 - f. Upon approval, email the participant a voucher code to approved participants that can be redeemed at approved e-bike lenders
 - g. Utilize google translate function to offer translations of portal screens to users
 - h. Provide an online mechanism to allow e-bike lenders to determine if vouchers are active
 - i. Provide an online mechanism to allow e-bike lenders to submit voucher redemption requests for payment processing
- B. Provide program introduction content.** Create landing page content (text and hyperlinks) for the program based upon brand requirements on Ava's website that will direct residents and approved retailers to APTIM's application portal. Ava will integrate this content into its website.

Task 3: Establish a Customer Service Help Desk

APTIM will establish a dedicated program email address and inbox. APTIM will provide contact center staffing to respond to applicant and e-bike lender emails and phone calls.

- A. **Establish contact center email and phone number.** Create a dedicated phone number and email address to assist with applicant and e-bike lender questions. Available during participating e-bike shop hours to reduce the likelihood that contacts will reach a non-response, with available hours as defined below.
- B. **Manage phone and email inquiries.** APTIM will review and respond via phone and email to applicants in a first come-first served basis, with an objective to respond to and resolve applicant and e-bike lender questions, issues and/or barriers to participation as quickly as possible, per Exhibit E. Customer Service representatives will be available 9am-5pm PST, Monday to Friday and able to handle calls and emails in English, Spanish and Simplified Chinese.
- C. **Escalate complex email inquiries as needed.** APTIM may escalate customer or e-bike lender emails to Ava, with recommendations, in cases where the resolution is not clear based on program rules or may require special consideration.

- D. **Direct customer response.** In some cases, if more convenient than email-only communication, APTIM contact center staff may work to resolve customer or e-bike lender emails by phone.
- E. **Document process.** Provide Ava with the process to document customer issues, escalations, and resolutions for Contractor to resolve.

Task 4: Rebate Application Processing

APTIM will establish dedicated staff to actively review submitted rebate redemptions from e-bike lenders (with adequate time to ensure payment within 15 business days). These staff will review and respond to applicants with scripted or customized feedback to assist their progress through the rebate redemption processes. APTIM processing staff will:

- A. **Notifications.** Notify applicants of status once a voucher has been issued.
- B. **Review rebate redemption requests.** Review rebate redemptions submitted by e-bike lender to confirm program requirements are met. When requirements are met, notify the e-bike lender and process payment to the e-bike lender for payment within 15 business days. When requirements are not met, notify the e-bike lender and advise on how to meet the requirements within 2 business days.
- C. **Monitor and manage rebate approvals and redemptions.** Continuously assess the number of rebates approved and redeemed to help ensure the budgets are not exceeded or at risk.

Task 5: Rebate Distribution

APTIM will distribute rebate payments to e-bike lenders in accordance with the approved program design. Tasks will include:

- A. **Issue rebate checks.** Paper rebate checks will be sent to e-bike lenders. These lenders will have the option to enroll for electronic payment (ACH) for faster receipt of checks. Printed materials, including but not limited to stationery and paper checks related to the Incentive Program shall bear the desired program or Ava's logo, to be provided to APTIM. Use of the logo is limited to the e-bike Incentive Program.
- B. **Issue 1099s.** APTIM will be responsible for issuing 1099s to e-bike lenders.

Task 6: Reporting and Database

Administer the program, track, and analyze key metrics, and report program budgets and status.

- A. **Conduct ongoing Administration.** Provide ongoing management of the program and coordination with Client in the following:
 - a. Schedule, facilitate, lead, and report out from weekly project management meetings with Ava during the Start Up Phase and no less than bi-weekly project management meetings after the Go Live Date. A draft agenda will be sent no later than 1 business day prior to the meeting and assign next steps no later than

1 business day after meetings in the mutually agreed upon project management software, with a preference for Asana.

- b. Train all staff in project management software and ensure ongoing and active use for effective program delivery.
 - i. Provide Ava with the ability to access reports and download raw data directly through web-based views of the data tracking. Specific data to be tracked will be mutually decided via email and will be described in the PIM.
- B. Regular weekly marketing report the following to the Client:**
 - a. Email Metrics: including emails sent within Vendor-managed portion of customer journey, open rate, bounce rate, and click-through rates.
 - b. Azure Telemetry/Insights: related to any customer engagement with APTIM's owned/managed program web properties, including: page views, demographics, campaign source, site duration, and bounce rate.
- C. Establish a monthly report** format and key performance indicators (KPI) with Ava in the PIM to track Program performance, including Program updates, outreach status compared to Response Times, customer Information updates, any customer complaints, feedback, escalations, and Scheduled Uptime (as described in attached SLA), budget status, milestone activities, risks/issues/resolutions, incentives, and a line-item invoice. Monthly reports will provide the following, but not limited to, information, including,
 - a. Total Incentive budget spent compared to funds allocated to-date
 - b. Total percent of the Incentive Budget spent on CARE/FERA customers, to be measured no sooner than 3 months after Program Launch
 - c. Number of e-bikes lent to non-CARE/FERA and CARE/FERA customers, to be measured immediately upon Program Launch, and then monthly thereafter
 - d. Total number of participants per customer journey stage, zip code, and percentage of those by CARE/FERA participants
 - e. Bike lending statistics by retailer, type, make, and model
 - f. Program budget status, including invoices paid out to lenders compared to what's been requested

Please note that other metrics will be negotiated later based upon available information from lenders.

- D. Establish Quarterly Reports.** Provide Ava with quarterly reports including data listed in monthly reports with additional narrative and graphical representations of accomplishments, trends, and market intel, program activity, and proposed Program enhancements, improvements, and areas of concern. Quarterly Report will include the following, but not limited to, metrics:
 - a. Number of customer calls, emails
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 - c. # of additional e-bike SKUs added to QPL, if applicable
 - d. # of additional Participating Retailers added, if applicable

- E. **Annual Reports.** Provide Ava with annual reports summarizing Program results and accomplishments in narrative and numerical format, including summary of progress and highlights for the year and any significant changes in strategies or services and indirect savings acquisition activities, and program design recommendations for the upcoming Program year, as applicable.
- F. **Reporting Dashboards.** Each dashboard described below has an option to be emailed in PDF form. A direct link to the live, Power BI version will be provided to Ava. Using the Power BI version, the recipient will be able to filter the report on available fields and export the report data to Excel, PowerPoint, or PDF. The data fields available in these reports, as illustrated by the example dashboards below, may be customized by change order process only.
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 - e. Date lending rebate voucher redeemed (if used for lending session)
 - f. Date lending rebate voucher expired (if applicable)
 - g. If rebate was redeemed
 - i. Manufacturer, model, and serial number of e-bike
 - ii. Total Cost of e-bike lending session
 - iii. Rebate amount paid
 - iv. E-bike lender that redeemed rebate
 - h. E-bike lender data collected
 - i. E-bike lender contact information (address, email, and phone number)
 - ii. E-bike lender business information (Business name, tax ID)
 - iii. E-bike lender W9
 - iv. Rebate redemption payment details

Task 7: Invoicing

APTIM will establish an escrow account for rebate funds. After the first quarter of implementation and every quarter thereafter, APTIM will send an incentive invoice to Ava for the incentive amount paid in the previous quarter (net 45-day terms) such that the account is

intended to always have at least three months' worth of projected incentive payments available at any given time until the program winds down. If the incentive bank account balance is reduced where there are insufficient funds to pay the next batch of incentive payments, the payments will be held until the account is sufficiently funded.

- A. APTIM will invoice monthly for our administrative fees.
- B. Administrative fees will be billed as follows:
 - a. \$35,000.00 upon Lending Program Launch and Portal Configuration, 8 months after contract execution; assumes current workflows and reimbursement process.
 - b. Payment processing and issuance for CARE Customers = 12.5% of every \$1 processed
 - c. Payment processing and issuance for Non-CARE customers = 12.5% of every \$1 processed
- C. APTIM will submit the following invoice components to Ava for each invoice, whether for rebate reimbursement or for our administrative fees. With each of these components submitted, the invoice will be considered complete, and Ava will process payment for each invoice per the terms of the contract, to be paid within 45 days of invoice date.
- D. **Invoice.** The monthly invoice will include project details as shown below in the invoice cover page and invoice detail page.
 - a. Invoice cover page will provide the total amount of charges and the information in the blue headings shown below, such as Project Number, Date, Invoice Number, etc.
 - b. Invoice detail page will provide a breakdown of current month rebate counts and billed amounts and summarize APTIM fees separately from rebate amounts.
 - c. Rebate Transaction Report will detail each rebate check issued to Bike Lenders on behalf of program applicants and the total sum of rebates issued during the previous calendar month. This report will be submitted as a PDF attachment to the invoice.

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APTIM will be responsible for returning any unused funds upon cessation of the program.

- A. APTIM will be responsible for adhering to all escheatment requirements
- B. At the end of the agreement term, the balance left unspent in the incentive account will be returned to Ava

Task 9: Technology Requirements

APTIM will follow all required guidelines and protocols for technology used for this program.

- A. **Data Model:** APTIM will follow Ava's guidelines with the development of a data model that both parties will work from in order to enable data exchanges.

- B. **Data transfers.** APTIM will use the Ava API to retrieve participant leads and will also use it to push notifications related to customer status. Data to include in these transfers could include but is not limited to updates to customer statuses, dates, addresses, and any other fields related to customer eligibility as it relates to e-bike incentives.
- C. **UAT Plan.** APTIM will present a UAT plan to evaluate and test all specified technical requirements towards the full implementation of a customer journey and platform integration. APTIM will lay out a plan for independent UAT to test different aspects of the customer journey, and a joint UAT plan (with Ava) where both parties are updating statuses and other criteria along the customer journey. Independent UAT, however, should also allow for testing of data transfers without needing external files or support from Ava staff. The latter might require the use of toy data, test users and other mechanisms. Independent means that APTIM is leading UAT without the need of Ava to be involved in the UAT process.
- D. **Test Data.** APTIM will develop a minimal viable product (MVP) of the products specified in this document with schematics of the customer journey, system data flows, data schemas (i.e., data expected but don't have yet) and complete system testing with sample data..

Additional Services Scope of Work

For either Incentive or Lending, APTIM and/or Ava may incorporate additional services beyond the originally defined scope of the Program. These must be mutually agreed upon in writing, as necessary, to fulfill substantial changes unforeseen after establishing core parameters in the development & design of the program prior to launch. The additional scope request, sent by either Ava or APTIM, for review and approval, must include objectives, deliverables, any relevant timelines, and cost. These services are deemed necessary to fulfill project requirements and achieve desired outcomes. The terms and conditions outlined in the original agreement shall apply to these additional services.

Exhibit A: Budget

Incentive Program

Project Phase	Cost	Notes
Program and Portal Launch	\$ 180,000	Due upon delivery
Voucher Processing	\$ 868,800	or 12.5% of every incentive dollar paid to retailers
Total Administrative Cost	\$1,048,800	
Incentives - CARE Customer (40%)	\$2,780,480*	
Incentives - Non-CARE Customer (60%)	\$4,070,720	
Total Budget	\$7,900,000	

*Assumes 14,000 vouchers issued, of which 8,200 will be redeemed. APTIM will work to surpass the minimum requirement that 40% of incentive funds go to CARE/FERA customers, targeting up to 50% of incentive funds going to CARE/FERA customers across approximately 3,945 vouchers. Voucher numbers assume 60% of CARE/FERA qualified participants redeeming vouchers will select regular and, 40% cargo, e-bikes. These figures reflect what APTIM has seen by income customers in their existing programs but may not be reflective of choices made by Ava's program participants.

Optional Scope - Lending Program

Project Phase	Cost	Notes
Program and Portal Launch	\$ 35,000	Due upon delivery
Voucher Processing	\$ 180,167	or 12.5% of every incentive dollar paid to lenders
Total Administrative Cost	\$ 215,167	
Incentives - CARE Customers (40%)	\$ 576,533	\$250/Voucher
Incentives - Non-CARE Customer	\$ 864,800	\$250/Voucher
Total Budget	\$1,656,500	

*Assumes to have 5,765 vouchers redeemed, assuming an incentive of \$250 per lending session, with at least 2,300 (40%) of these vouchers serving CARE/FERA customers.

Equipment Vouchers

Project Phase	Cost	Notes
Voucher Processing	\$ 43,500*	\$14.50 per voucher processed

Total Administrative Cost	\$ 43,500	
Incentives - CARE/FERA Customers	\$ 300,000*	\$100/voucher
Total Budget	\$ 343,500	

Note: If implemented, the funding for the equipment voucher would reduce the overall incentive and/or lending budget.

*Assumes 3,000 vouchers redeemed by CARE/FERA customers, based upon assumptions above about breakdown of regular and cargo e-bike selections and 50% of funds flowing to CARE/FERA customers.

Additional Services Budget

Project Phase	Cost	Notes
Determined based on mutually agreed upon scope	\$ 100,000	Structured upon mutual agreement
Total Budget	\$ 100,000	

Note: Contingency funds are set aside for any costs associated with the Additional Services Scope of Work. Any contingency funds unspent by June 2026 will be redistributed through participant incentives in the latter half of that year.

Exhibit B - Schedule

E-Bike Rebate Program Development & Launch Schedule						
Task	Responsible Party	Dependencies	Duration (Days)	Start Date	End Date	
0. Contract Execution	Ava, APTIM		1	7/18	7/19	
1.0 Kick-off Meeting	APTIM	0	1	7/19	7/24	
1.1 Weekly Meetings/Design Sessions	APTIM	1	120	7/31	11/28	
2. Program Portal Configuration						
2.1 Program Portal Configuration Playbook						
2.1.1	Configuration Playbook High Priority Items Complete & Signed Off	APTIM, Ava	1.1	22	7/24	8/15
2.1.2	Configuration Playbook Medium Priority Items Complete & Signed Off	APTIM, Ava	2.1.1	27	7/24	8/20
2.1.3	Configuration Playbook All Items Complete & Signed Off	APTIM, Ava	2.1.2	37	7/24	8/30
2.2. Program Workflow, Design, and Implementation Manual						
2.2.1	Program Workflow & Design DRAFT	APTIM	1.0; 2.1.2	21	8/15	9/5

2.2.2	Program Workflow & Design DRAFT Review and Feedback	Ava	2.2.1	5	9/5	9/10
2.2.3	Program Workflow & Design DRAFT Review and Approval	APTIM, Ava	2.2.2	5	9/11	9/16
2.2.4	Program Implementation Manual (PIM) DRAFT	APTIM	2.2.3	28	9/5	10/3
2.2.5	PIM DRAFT Review and Feedback	Ava	2.2.4	7	10/3	10/10
2.2.6	PIM Iteration and Approval	APTIM, Ava	2.2.5	5	10/10	10/15
2.3 Establish Customer & Retailer Service Plan, Provide Marketing Support						
2.3.1	Create DRAFT landing page	APTIM	2.1.3	10	9/1	9/11
2.3.2	Create DRAFT Customer & Retailer Service Plan and Help Desk Kit (processes, scripts & email templates)	APTIM	2.1.3	20	9/1	9/21
2.3.3	Review and Feedback	APTIM	2.3.2	7	9/21	9/28
2.3.4	Iteration and Approval	APTIM, Ava	2.3.3	5	9/28	10/3
2.3.5	Provide marketing support to Ava Marketing/Comms Team (review & recommendations)	APTIM, Ava	1.0	99	7/24	10/31
2.4 Reporting & Data Management Plan						
2.4.1	Create DRAFT Reporting, Dashboard & Data Management Plan DRAFT	APTIM	2.1.3	14	9/1	9/15

2.4.2	Review and Feedback	Ava	2.4.1	7	9/15	9/22
2.4.3	Iteration and Approval	APTIM, Ava	2.4.2	5	9/22	9/27
2.5 Retailer Recruiting & Training Plan Design						
2.5.1	Create DRAFT Retailer Recruitment, Enrollment & Training Plan	APTIM	2.1.3	15	9/1	9/16
2.5.2	Review and Feedback	Ava	2.5.1	7	9/16	9/23
2.5.3	Iteration and Approval	APTIM, Ava	2.5.2	5	9/23	9/28
2.5.4	Recruit retailers	APTIM	2.5.3	45	10/1	11/15
2.6 Technical Integration Design (data exchanges, comprehensive UAT plan)						
2.6.1	Define and document data transfer (API) specifications	Ava, APTIM	2.1.1; 2.2.3	15	7/24	8/8
2.6.2	Build, test and iterate APIs	Ava, APTIM	2.6.1	14	8/8	8/22
2.6.3	Finalize and approve APIs	Ava, APTIM	2.6.2	7	8/22	8/29
2.6.4	Create DRAFT System Test and UAT Plans	Stralto, APTIM	2.2.3; 2.4	22	8/10	9/1
2.6.5	Review and Feedback	Ava	2.6.4	7	9/1	9/8
2.6.6	Iteration and Approval	APTIM, Ava	2.6.5	5	9/8	9/13
3. Portal Configuration						
3.1 Technical Integration						

3.1.1	Configure program portal	APTIM	2.1.3; 2.2.3; 2.6.3	60	7/29	9/27
3.1.2	Create landing page	APTIM	2.3.4	14	9/11	9/25
3.1.3	Rebate program landing page deployed internally; portal connections created	APTIM, Ava	3.1.1; 3.1.2	2	9/29	10/1
3.1.4	Preparations for testing complete (data, scripts, plans, participants, criteria, etc.)	APTIM	3.1.3	5	10/1	10/6
4. Portal Testing						
4.1	System (End-to-End) Testing Round 1	APTIM	3.1.3	7	10/7	10/14
4.2	System (End-to-End) Testing Round 2	APTIM, Ava	4.1	5	10/25	10/19
4.3	System (End-to-End) Testing Iteration and Approval	APTIM, Ava	4.2	5	10/19	10/24
4.4	UAT Round 1	APTIM	4.3	7	10/24	10/31
4.5	UAT Round 2	APTIM, Ava	4.4	7	10/29	11/5
4.6	UAT Iteration and Approval	APTIM, Ava	4.5	5	11/5	11/25
5. Portal Go-Live						
5.1	Ava customer data import	Ava, APTIM	2.6.6; 4.3	1	11/25	11/26
5.2	Ava customer data import review, iteration, and finalization	Ava, APTIM	5.1	2	11/26	11/28

5.3	Publish landing page	APTIM	4.6	1	11/28	11/29
5.4	Final review and iteration	APTIM, Ava	5.1; 5.2, 5.3	2	11/29	12/1
5.5	Platform Go Live	APTIM	5.1; 5.2, 5.3; 5.4	0	12/1	12/2

**These timelines require the Ava team to complete its assigned tasks within the allotted time allocation. Any delays in these Ava-specific tasks will delay the entire timeline*

<u>E-Bike Lending Program Development & Launch Schedule</u>						
Task		Responsible Party	Dependencies	Duration (Days)	Start	End
0. Launch Lending Development “Day 0”					0	1
1.0 Kick-off Meeting		APTIM	0	1	1	2
1.1 Weekly Meetings/Design Sessions		APTIM	1	120	9	129
2. Program Portal Configuration						
2.1 Program Portal Configuration Playbook						
2.1.1	Configuration Playbook High Priority Items Complete & Signed Off	APTIM, Ava	1.1	20	2	22
2.1.2	Configuration Playbook Medium Priority Items Complete & Signed Off	APTIM, Ava	2.1.1	30	2	32
2.1.3	Configuration Playbook All Items Complete & Signed Off	APTIM, Ava	2.1.2	35	2	37

2.2. Program Workflow, Design, and Implementation Manual						
2.2.1	Program Workflow & Design DRAFT	APTIM	1.0; 2.1.2	30	22	52
2.2.2	Program Workflow & Design DRAFT Review and Feedback	Ava	2.2.1	5	52	57
2.2.3	Program Workflow & Design DRAFT Review and Approval	APTIM, Ava	2.2.2	5	57	62
2.2.4	Program Implementation Manual (PIM) DRAFT	APTIM	2.2.3	28	52	80
2.2.5	PIM DRAFT Review and Feedback	Ava	2.2.4	7	80	87
2.2.6	PIM Iteration and Approval	APTIM, Ava	2.2.5	5	87	92
2.3 Establish Customer & Retailer Service Plan, Provide Marketing Support						
2.3.1	Create DRAFT landing page	APTIM	2.1.3	10	40	50
2.3.2	Create DRAFT Customer & Retailer Service Plan and Help Desk Kit (processes, scripts & email templates)	APTIM	2.1.3	20	40	60
2.3.3	Review and Feedback	APTIM	2.3.2	7	60	67
2.3.4	Iteration and Approval	APTIM, Ava	2.3.3	5	67	72
2.3.5	Provide marketing support to Ava Marketing/Comms Team (review & recommendations)	APTIM, Ava	1.0	99	9	108
2.4 Reporting & Data Management Plan						

2.4.1	Create DRAFT Reporting, Dashboard & Data Management Plan DRAFT	APTIM	2.1.3	14	40	54
2.4.2	Review and Feedback	Ava	2.4.1	7	54	61
2.4.3	Iteration and Approval	APTIM, Ava	2.4.2	5	61	66
2.5 Retailer Recruiting & Training Plan Design						
2.5.1	Create DRAFT Retailer Recruitment, Enrollment & Training Plan	APTIM	2.1.3	15	40	55
2.5.2	Review and Feedback	Ava	2.5.1	7	55	62
2.5.3	Iteration and Approval	APTIM, Ava	2.5.2	5	62	67
2.5.4	Recruit retailers	APTIM	2.5.3	50	67	117
2.6 Technical Integration Design (data exchanges, comprehensive UAT plan)						
2.6.1	Define and document data transfer (API) specifications	Ava, APTIM	2.1.1; 2.2.3	15	2	17
2.6.2	Build, test and iterate APIs	Ava, APTIM	2.6.1	20	17	37
2.6.3	Finalize and approve APIs	Ava, APTIM	2.6.2	7	37	44
2.6.4	Create DRAFT System Test and UAT Plans	Stralto, APTIM	2.2.3; 2.4	20	17	37
2.6.5	Review and Feedback	Ava	2.6.4	7	37	44
2.6.6	Iteration and Approval	APTIM, Ava	2.6.5	5	44	49

3. Portal Configuration						
3.1 Technical Integration						
3.1.1	Configure program portal	APTIM	2.1.3; 2.2.3; 2.6.3	50	32	82
3.1.2	Create landing page	APTIM	2.3.4	14	37	51
3.1.3	Rebate program landing page deployed internally; portal connections created	APTIM, Ava	3.1.1; 3.1.2	1	82	83
3.1.4	Preparations for testing complete (data, scripts, plans, participants, criteria, etc.)	APTIM	3.1.3	5	78	83
4. Portal Testing						
4.1	System (End-to-End) Testing Round 1	APTIM	3.1.3	7	84	91
4.2	System (End-to-End) Testing Round 2	APTIM, Ava	4.1	5	91	96
4.3	System (End-to-End) Testing Iteration and Approval	APTIM, Ava	4.2	5	96	101
4.4	UAT Round 1	APTIM	4.3	7	101	108
4.5	UAT Round 2	APTIM, Ava	4.4	5	108	113
4.6	UAT Iteration and Approval	APTIM, Ava	4.5	15	113	128
5. Portal Go-Live						
5.1	Ava customer data import	Ava, APTIM	2.6.6; 4.3	1	128	129

5.2	Ava customer data import review, iteration, and finalization	Ava, APTIM	5.1	1	129	130
5.3	Publish landing page	APTIM	4.6	0	130	130
5.4	Final review and iteration	APTIM, Ava	5.1; 5.2, 5.3	1	130	131
5.5	Platform Go Live	APTIM	5.1; 5.2, 5.3; 5.4	1	131	132

**These timelines require the Ava team to complete its assigned tasks within the allotted time allocation. Any delays in these Ava-specific tasks will delay the entire timeline*

Exhibit C - Staffing Plan

The staffing plan below assumes that Ava provides APTIM a formal notice to proceed with the optional Lending Program scope at least 60 days prior to Rebate Program launch. As an example, the staffing plan estimates resources needed to begin work on the Optional Lending scope in the days immediately following Rebate Program launch.

Rebate and Lending Programs Staffing Estimates 2024							
		JUL	AUG	SEP	OCT	NOV	DEC
Title	Name	Rebate Development				Rebate Launch / Lending Dev.	

National Director, Energy Programs	Dan Reese	20%	0%	20%	20%	20%	20%
Senior Program Manager	Marcus Rozbitsky	80%	80%	80%	80%	80%	50%
Program Manager	PM - TBD ¹	–	100%	100%	100%	100%	100%
Project Specialist	Madeline Gulley	–	–	10%	75%	75%	75%
Project Manager, Retail Outreach	Tim Olson	50%	75%	75%	75%	70%	50%
Project Specialist	Rhea Grover	–	25%	75%	75%	50%	25%
Project Coordinator	Tanairy Alfaro Salazar	–	–	10%	100%	100%	100%
Customer Service	12 APTIM FTE ² s	–	–	–	–	20%	75%
Business Analyst	LaRael Dixon	20%	20%	50%	50%	50%	50
Project Manager	Maura Sartwell (Stralto)	–	75	75%	75%	75%	75%
Senior Developer	Vikas Maurya (Stralto)	–	60%	60%	80%	80%	40%
Business/ Quality Analyst	Janani Shrinivas (Stralto)	–	25%	50%	80%	80%	20%

Rebate and Lending Programs Staffing Estimates 2025							
	JAN	FEB	MAR	APR	MAY	JUN- End of Contract	

¹ Expect to have the PM hired and starting in August.

² Up to 12 APTIM employees are available to meet customer demand during this period. The percentages listed by month indicate the average % FTE across 12 staff. For example, if a month shows “100%” then all 12 staff members are estimated to be full-time. If a month shows “50%” then the 12 staff members will average 50% time.

Title	Name	Lending Development (cont.)			Lending Launch	Both Programs Implemented	
National Director, Energy Programs	Dan Reese	10%	10%	10%	10%	5%	5%
Senior Program Manager	Marcus Rozbitsky	50%	50%	50%	50%	10%	10%
Program Manager	PM - TBD*	100%	100%	100%	100%	100%	100%
Project Specialist	Madeline Gulley	25%	25%	50%	50%	50%	50%
Project Manager, Retail Outreach	Tim Olson	50%	20%	20%	20%	10%	10%
Project Specialist	Rhea Grover	50%	75%	75%	75%	10%	10%
Project Coordinator	Tanairy Alfaro Salazar	100%	100%	100%	100%	100%	100%
Customer Service	12 APTIM FTE ³	33%	33%	33%	75%	50%	25%
Business Analyst	LaRael Dixon	20%	50%	80%	80%	20%	20%
Project Manager	Maura Sartwell (Stralto)	75%	75%	75%	75%	20%	20%
Senior Developer	Vikas Maurya (Stralto)	100%	100%	75%	75%	10%	10%
Business/ Quality Analyst	Janani Shrinivas (Stralto)	25%	50%	80%	80%	–	–

³ Up to 12 APTIM employees are available to meet customer demand during this period. The percentages listed by month indicate the average % FTE across 12 staff. For example, if a month shows “100%” then all 12 staff members are estimated to be full-time. If a month shows “50%” then the 12 staff members will average 50% time.

Exhibit D - Subcontractors

APTIM may subcontract with the following companies to support the scope of work. Additional subconsultants must be authorized in advance, in writing by Ava:

Stralto, Inc. is a Microsoft Gold Platform Partner and will assist with the configuration and maintenance of APTIM's APTracks system (APTIM's Dynamics-based e-bike platform) and will lead the implementation of the API to allow data flows between APTracks and Ava's data system. Stralto has assisted APTIM with its IT platform for the City of Boulder's and State of Colorado's e-bike programs, as well as the City and County of Denver's Home Energy Program.

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Exhibit E - Service Level Agreement

Both Parties shall comply at all times during the Term with the following Ava SLAs that provides Ava's expectations for customer interactions by Contractor:

- Ava to review deliverables provided by Contractor during launch period, and approve or revise within 5 business days.
- Contractor shall keep a 99% platform uptime.
- Contractor will train and deploy 12 staff to respond to customer inquiries (email and phone). The number of staff deployed at a given time will depend on expected contact volume and will increase during initial program launch, voucher releases and marketing or promotional events.
 - The Contractor's customer contact system will provide 3 language options (English, Spanish, Simple Chinese). Based on the customer selection, calls will be routed to the next available staff member in the contact center tree that meets the language requirement selected by the caller. If no qualifying staff members are available, the call will be automatically routed to voicemail.
 - The Contractor's portal will include a "chat-bot" to support bike retailers with answers and resources related to common questions.
- Contractor and all subcontractors responding to, or engaging directly with, Ava customers shall respond to direct customer inquiries no later than 2 business days after the inquiry is received. Unless otherwise agreed to, Contractor and subcontractors are to provide at least two options for customer contact (email and phone). Unless otherwise agreed to, the Contractor shall provide Ava with the process to document customer issues, escalations, and resolutions for Contractor to resolve.
 - Customer Average Hold Time (AHT) when calling into the Contractor managed call-center shall not exceed 5 minutes. The maximum hold time shall not exceed 15 minutes. If an agent is unavailable, the customer will be routed to voicemail, which would notify customers they will be called back within the next 2 business days. Voicemails will be returned within 2 business days.
- Contractor will provide the following customer information to Ava within the Program Implementation Manual: when and how participants and potential Program participants will be contacted, what data will be collected, how that information will be stored, how that information will be shared with Ava, and the resources & process for handling customer support & complaint escalation.

SLAs for the Program Website and Platform:

A) Availability

a) Definitions.

- i) "Maintenance Window" shall mean the total minutes in the reporting month represented by the mutually agreed day(s) and time(s) during which Contractor shall perform maintenance on the services.
- ii) "Scheduled Downtime" shall mean the total minutes in the reporting months represented by the Maintenance Window.
- iii) "Scheduled Uptime" shall mean the total minutes in the reporting month less the total minutes represented by the Scheduled Downtime.

- b) Service Level Standard. Services will be available to authorized users for normal use 99% of the Scheduled Uptime.

B) Technical Support Problem Response and Resolution.

- a) Any technical issues with the online application portal(s) and/or landing page(s) must be communicated in writing to Ava on the same day of discovery of the issue.
- b) APTIM shall post notifications on the online application portal alerting potential applicants, applicants, awarded applicants, and bike retailers about any technical issue and timeline for resolution within one (1) business day of discovery of the issue. APTIM will submit in writing an explanation with a clear plan and timeline for resolution to Ava within one (1) business day of discovery of the issue.
- c) APTIM shall resolve any technical issues with the online application portal(s) and/or landing page(s) within one (1) calendar week of discovery of the issue, or submit in writing an explanation with an updated plan and timeline for resolution to Ava.

Final Draft



Adrian Bankhead <abankhead@avaenergy.org>

Misleading Ava Community Energy marketing message

Jim Lutz <jlutz@lmi.net>

Mon, Jul 15, 2024 at 3:45 PM

To: Adrian Bankhead <abankhead@avaenergy.org>, cob@avaenergy.org

Adrian,

Would you please pass this message as a public comment to the CAC meeting tonight and the Board meeting on Wednesday.

thanks,

Jim

Dear Ava Community Energy Community Advisory Committee and Board members,

I recently received a postcard from Ava Community Energy. See the attached photo of the card.

The card claims I'm getting 100% California wind and solar power. I assume this is because I'm on the Renewable 100 rate.

Would you please ensure that marketing claims like this are vetted by technical staff before they are sent out. The claim that all the renewable power for Ava customers is from California is false. Propagating erroneous messages like this will only hurt Ava's credibility in reaching customers.

thanks,

Jim



Ava Shine on Oakland.jpg
1076K



Adrian Bankhead <abankhead@avaenergy.org>

Bidirectional EV chargers

INDIRA BALKISSOON [REDACTED]
To: Adrian Bankhead <abankhead@avaenergy.org>

Wed, May 15, 2024 at 6:36 PM

Hello Adrian -

Per our discussion on May 13. I am sending you the information on bidirectional EV chargers. The Chair Ed Hernandez mention that this might be something that we could ask AVAs lobbyists to mention for potential legislation. Bidirectional chargers enable two-way energy transfer, allowing EVs to send power to your home or back into the electricity grid. Unlike standard EV chargers, which use regular AC power for charging, bidirectional chargers perform complex power conversion, converting power from AC to high-voltage DC during charging and the reverse during discharging. This technology would add EVs as an additional option to provide storage in addition to batteries.

I have attached an article from Clean Energy Reviews on bidirectional EV chargers.

Also, Oakland School District has recently added all electric school buses with the capacity for bidirectional charging.

I have also attached this article.

Best regards,
Indira
Indira Balkissoon
CAC Member North Region (Piedmont)
[REDACTED]

2 attachments

 **Bidirectional EV chargers Review — Clean Energy Reviews.pdf**
1451K

 **Zum Launches Nation's First School District with 100% Electric, Bidirectional V2G School Bus Fleet in Oakland.pdf**
141K

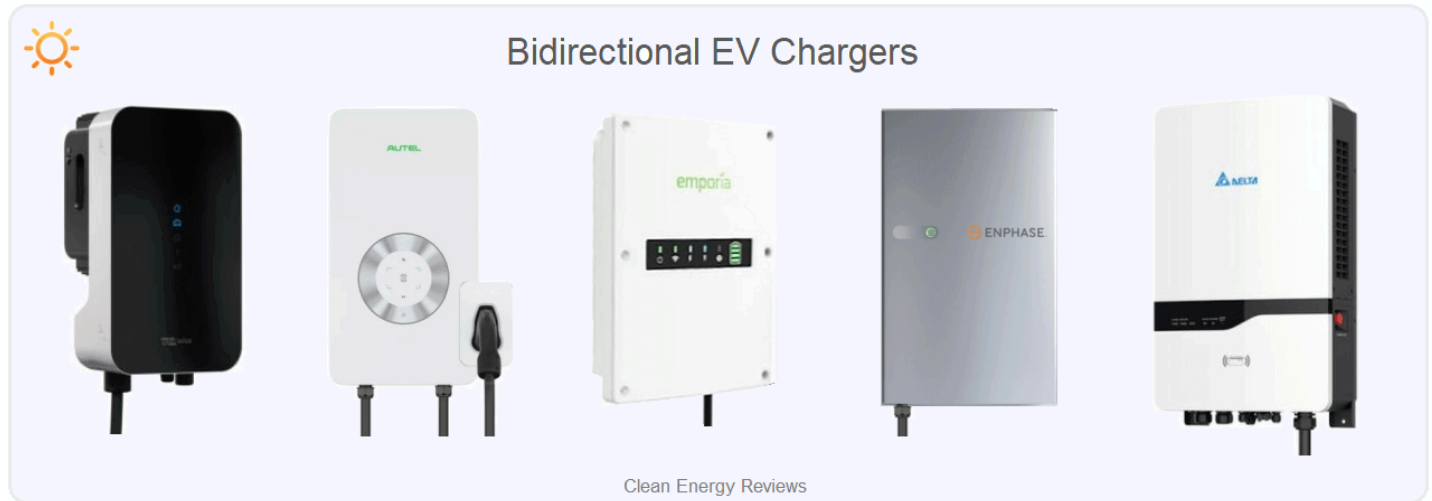
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26 MAR, 2024 • WRITTEN BY JASON SVARC

Bidirectional EV chargers Review



What is a bidirectional EV charger?

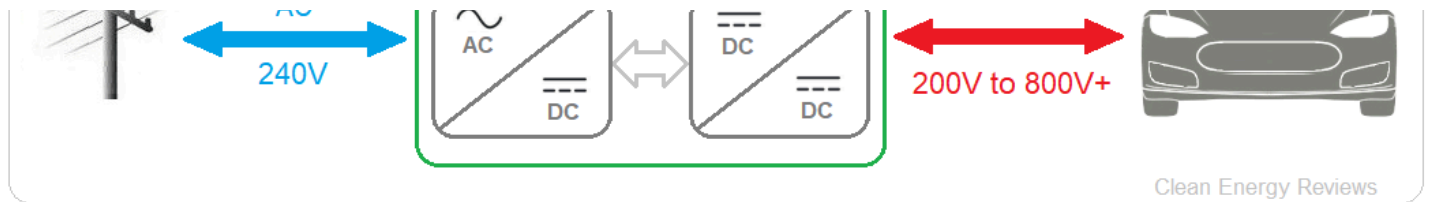
A bidirectional EV charger is an advanced EV charging system that enables two-way energy transfer, allowing electric vehicles (EVs) to send power to your home or back into the electricity grid. Unlike standard EV chargers, which use regular AC (alternating current) power for charging, bidirectional chargers perform complex power conversion, converting power from AC to high-voltage DC (direct current) during charging and the reverse during discharging.

[Bidirectional EV charging](#) is an exciting and emerging technology with the potential to revolutionise how electricity is generated and distributed, enhancing grid stability and offering cost-saving and backup power for homeowners. However, due to complex electrical regulations, bidirectional EV chargers are generally only available under special agreements or trials with grid operators in most countries.

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Basic energy conversion diagram of a DC bidirectional EV charger.

What are bidirectional EV chargers used for?

Bidirectional EV chargers have two primary uses:

1. Vehicle-to-Grid (V2G)

A bidirectional charger enables Vehicle-to-Grid (V2G) functionality, allowing EVs to feed energy back into the grid during times of high electricity demand, such as the peak evening period. This concept is a form of decentralised energy generation that can transform the operation of our power grids. Learn more about [vehicle-to-grid \(V2G\)](#) here.

2. Vehicle-to-Home (V2H)

The second use of bidirectional chargers is for Vehicle-to-Home, allowing homeowners to use an EV to power their home. Using stored energy in the EV during peak times when electricity rates are higher, homeowners can reduce their energy costs and optimise renewable energy sources like solar power. Bidirectional chargers can also provide backup power sources during power outages, ensuring an uninterrupted electricity supply in emergencies. Learn more in our [V2L, V2H & V2G explained](#) article.

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Issues with Bidirectional EV charger standards

While bidirectional EV charging is a new, exciting technology, progress has been very slow and most governments have not certified bidirectional chargers due to grid compliance and regulatory issues. Vehicle-to-grid (V2G) standards are difficult and complex as they regulate the power, safety and electrical requirements when discharging energy into the grid. [UL9741](#) is a proposed safety standard still under development for bidirectional EV charging system equipment, built around the UL1741 (safety standard) and the IEEE1547 standard for interconnecting distributed energy resources (DER) with electrical power systems.

The latest standard for communication between an EV and a bidirectional charger is [ISO 15118:2014](#) - Road Vehicles - Vehicle-to-Grid Communication Interface. The purpose of this standard is to detail the communication between an EV (BEV or a PHEV) and the EVSE (Electric Vehicle Supply Equipment), more commonly known as an EV charger.

List of Bidirectional EV chargers

At present, the Wallbox Quasar, Highbury, and Fermata FE-15 are the only **universal** bidirectional chargers for home use (level 2); these are all of the DC variety and work with CHAdeMO (DC), while the recently announced Wallbox Quasar 2 works with the more common CCS (DC) vehicle charge port. The soon-to-be-released Ford F-150 Lightning EV is unique because it only works with the [Ford Charge Station Pro](#) and requires additional equipment to enable *bidirectional charging*. In early 2023, Tesla's senior vice president hinted at integrating bidirectional charging in their upcoming vehicles, potentially by 2025.

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Sigenergy SigenStor

The [Sigenergy SigenStor](#) is one of the most exciting products enabling bidirectional EV charging. Unlike the other dedicated bidirectional DC chargers, Sigenergy has developed a versatile hybrid system that integrates solar, battery storage and bidirectional EV charging in one compact unit. The system comprises 4 main components, a hybrid inverter, battery, backup box and bidirectional EV charger. The [hybrid inverter](#) is available in single-phase and three-phase models from 5kW to 25kW and features multiple solar PV inputs (MPPTs), which can be oversized up to 200%, enabling large solar arrays required for all-electric homes and EV charging. Battery capacity is scalable, using 5kWh and 8kWh modules with up to six units per stack, providing a maximum of 48kWh capacity.

On the EV charging side, the DC bidirectional charger will be available in two sizes: a standard 12.5kW unit or a large 25kW unit designed to be used with a 3-phase supply. However, the true innovation lies in the DC power bus, which enables direct DC charging from solar. Additionally, the battery-integrated DC-DC conversion boosts the relatively low 32V modules to 150V—1000V to match the various EV battery voltages.

Using the additional Gateway backup box, the system can operate in off-grid mode and provide true UPS (Uninterruptible Power Supply) power. It's worth noting that hybrid solar



Sigenergy SigenStor hybrid system including DC bidirectional EV charger.

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The Sigenenergy system was first released in Europe. The hybrid system and battery are currently being tested in Australia. However, the bidirectional EV charging component is pending regulatory approvals and should be completed by early 2025. Preliminary pricing appears very competitive, starting at around AU\$ 9,000, including the 5kW single-phase inverter, 8kWh battery module, and 12.5kW bidirectional charger.

Download the [Sigenenergy Sigenstor datasheet](#) or the [bidirectional charger specifications](#).

Wallbox Quasar

The [Wallbox](#) Quasar is the first bidirectional EV charger designed for home use and is the smallest charger of its kind to offer advanced two-way DC charging capabilities. It has a maximum power rating of 7.4kW (32A), but it's important to note it is only compatible with vehicles that feature a CHAdeMO DC vehicle connector. Currently, only the later generation Nissan Leaf EV and Mitsubishi Outlander plug-in hybrid can be used with the Wallbox Quasar.



Wallbox Quasar two-way DC charger

As explained earlier, bidirectional chargers can enable V2G or V2H but it is early days for this emerging technology, so some investigation will be required to ensure it can be utilised in your state or region. Additionally, some electricity retailers and regulators may not have approved using bidirectional EV charging. In Australia, regulatory approvals for bi-directional chargers are about to be ratified, along with several [V2G trials](#) already underway.

The Quasar is priced from US\$4000 to \$7000, depending on the country and local taxes.

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Wallbox Quasar 2

Wallbox recently announced the second generation [Quasar 2](#). The new bidirectional DC charger has been redesigned from the ground up and now offers up to 11.5kW (48A) of charging or discharging power. The styling has also completely changed from the previous model, which was rather unconventional, to a slick-looking slimline enclosure with no display. More importantly, the new Quasar 2 features a “blackout mode”, allowing a compatible vehicle to power your home in the event of a power outage. Wallbox claims it will be able to transition your home from grid supply to vehicle supply seamlessly; this implies that it works in conjunction with an external grid isolator (contactor), which is required to safely island your home from the grid. The full specifications have not yet been released, although the company website outlines that it will contain a vast array of communication options, including WiFi, Ethernet, Bluetooth and even 3G/4G.



Wallbox Quasar 2 with backup mode

Official pricing is not yet available for the Wallbox Quasar 2, but it is expected to range from \$5000 to \$7500.

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Rectifier Technologies is the second company to develop a compact residential two-way charger. The [Highbury bidirectional DC charger](#), available soon, claims to be 96% efficient and features a very modern, slim design. The Highbury, touted as the world's slimmest bi-directional DC charger, will be available in two sizes, the standard 7kW and a high power 11kW (46A).

Initially, it will enable EV owners to sell excess power to the grid via V2G, but additional functionality, including vehicle-to-home (V2H), will be available later. The Highbury will be compatible with both CHAdeMO or CCS-compliant electric vehicles.

Download the [Highbury bidirectional charger datasheet](#).

Pricing is not yet available for the Highbury charger.



Emporia V2X bi-directional charger

The V2X is a home bidirectional charger from the small Colorado-based company [Emporia](#), which specialises in smart home energy management products. The Emporia bidirectional charger is impressive and features an integrated silicon-carbide-based AC/DC inverter designed by BREK Electronics, rated at a maximum of 48A or 11.52kW. It's compatible with CSS Type 1 connectors and can be coupled with the Emporia Vue home energy management system to automate your energy use and storage needs. More notably, it also features 'off-grid islanding support', which implies it will function in off-grid mode by adding a compatible grid isolation device (contactor).

The price was listed at US\$1500, making this easily one of the most affordable universal bi-directional chargers. However, this price has not been verified, and the product is still in

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Fermata Energy FE-20

[Fermata Energy](#) is a US-based company founded in 2010 by Prof. Slutzky, a science and engineering professor at the University of Virginia. The FE-20 is the next-generation bidirectional charger after the FE-15, and is currently the most powerful two-way DC charger available in North America, with a 20kW charge and discharge power rating. However, the charger is currently only compatible with vehicles with a CHAdeMO DC connector. Based on the aesthetics and specifications, the wall-mounted charger is designed for performance, durability, and safety.



The FE-20 bidirectional charger is UL 9741 certified and is currently the only DC charger certified for use with the Nissan LEAF in the US. Fermata Energy has also developed a more powerful 3-phase 20kW bidirectional charger for use with small commercial electric vehicles.

The full Fermata Energy FE-20 bidirectional charger specifications and pricing is not yet available.

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[Delta Electronics](#) is a large, innovative company specialising in energy efficiency and power conversion equipment, including solar and energy storage. With a long history in designing and building EV chargers and huge research and development capabilities, it's not surprising Delta has produced a range of bidirectional EV chargers for commercial and residential applications.



The Delta V2H is a 3-phase vehicle-to-home (V2H) bidirectional charger in two models rated at 11kW or 22kW. The charger can operate in on-grid and off-grid (backup) modes but is currently only compatible with CHAdeMO vehicle connectors and features a very high operating efficiency of 95%, along with a range of safety systems. A smaller 6kW single-phase version is also in development, but details are limited at this stage.

Download the full [Delta V2H bidirectional charger specifications](#).

Autel MaxiCharger V2X

[Autel Energy](#) is a US-based company established in 2004 that specialises in intelligent automotive products and services. Over recent years, the company developed high-quality home EV chargers, a range of fast DC chargers, and commercial EV charging solutions.

The MaxiCharger V2X from Autel is a high-power 12kW bidirectional charger that offers both V2G and V2H functions, or vehicle-to-everything, hence the term V2X. It will be available with either CCS1 or CHAdeMO and offers a full range of communication options, including Bluetooth, WiFi, ethernet, CAN and RS485, along with the OCPP 1.6j communication protocol. More notably, the CCS1 version operates with a wide DC voltage

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Enphase bidirectional EV charger

Enphase Energy was founded in 2006 and is the world's leading manufacturer of solar microinverters. The Enphase bidirectional EV charger is unique because it's built around the IQ8 microinverter technology, enabling both V2G and V2H functionality. The IQ8 microinverters are micro-bidirectional inverters that can operate in on-grid and off-grid modes. Hence, they are an ideal foundation for building a bidirectional charger and enabling seamless integration into the Enphase home energy ecosystem. The bidirectional charger is very similar to the Enphase Encharge battery system, but in the case of the EV charger, the battery is inside the vehicle. Learn more about the Enphase battery and bidirectional charger in our detailed [Enphase Review](#).

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it is assumed that the power ratings will be relatively modest at around 5kW. Enphase has released an excellent [white paper](#) explaining the various features and bidirectional functions. The charger is due to be released in early 2024.



Enphase bidirectional EV charger

SolarEdge bidirectional EV charger

[SolarEdge Technologies](#) is a well-known solar company that manufactures solar inverters for residential and commercial applications. Founded in 2006, SolarEdge is unique among inverter suppliers as they do not manufacture conventional string [solar inverters](#) but what the company refers to as intelligent inverter systems using panel-mounted DC power optimisers. The SolarEdge bidirectional charger is a unique DC-coupled EV charger that integrates with the SolarEdge ecosystem built around a high-voltage DC bus (interconnection). Many modern home battery systems use a [DC-coupled](#) HV battery and a bidirectional (hybrid) inverter. Building on this, SolarEdge made the clever move to integrate an EV charger using the bidirectional capability of the solar inverter. The EV charger itself will be the part that connects to the vehicle and manages the charging.



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is due to be released in mid to late 2024.

Ford Charge Station Pro

The Charge Station Pro is a Ford exclusive EV charger rated at a maximum of 80-Amps, or 19.2kW (240V), which was released along with the new [Ford F-150 Lightning](#) Electric Pickup in mid-2022. The charger was developed in collaboration with Siemens eMobility. It will allow the F-150 EV to power a home, providing up to 9.6kW of power when installed with the Home Integration System to enable what Ford has dubbed [intelligent backup power](#).

However, the Ford Charge Station Pro only functions as a bidirectional charger when combined with Ford's home integration system, which consists of a 10kW bidirectional charger, monitoring equipment, energy meters and a transfer switch to enable islanding (grid isolation) during a blackout.

The home integration system currently offered by Sunrun in collaboration with Ford contains a 10kW **Delta** Bidirectional charger (DBI) similar to the unit listed previously. The Delta DBI works much like a high-voltage hybrid solar inverter and combines a high-voltage battery input with four solar trackers (MPPT inputs) to enable direct DC charging from solar. Additional equipment is required for whole home backup, as displayed in the diagram below.

The official price of the Ford Charge Station Pro is US\$1310 plus installation. Pricing for the Ford Home integration (Delta DBI and associated backup equipment) is approximately \$ 12,000 to \$ 15,000 for the complete system.



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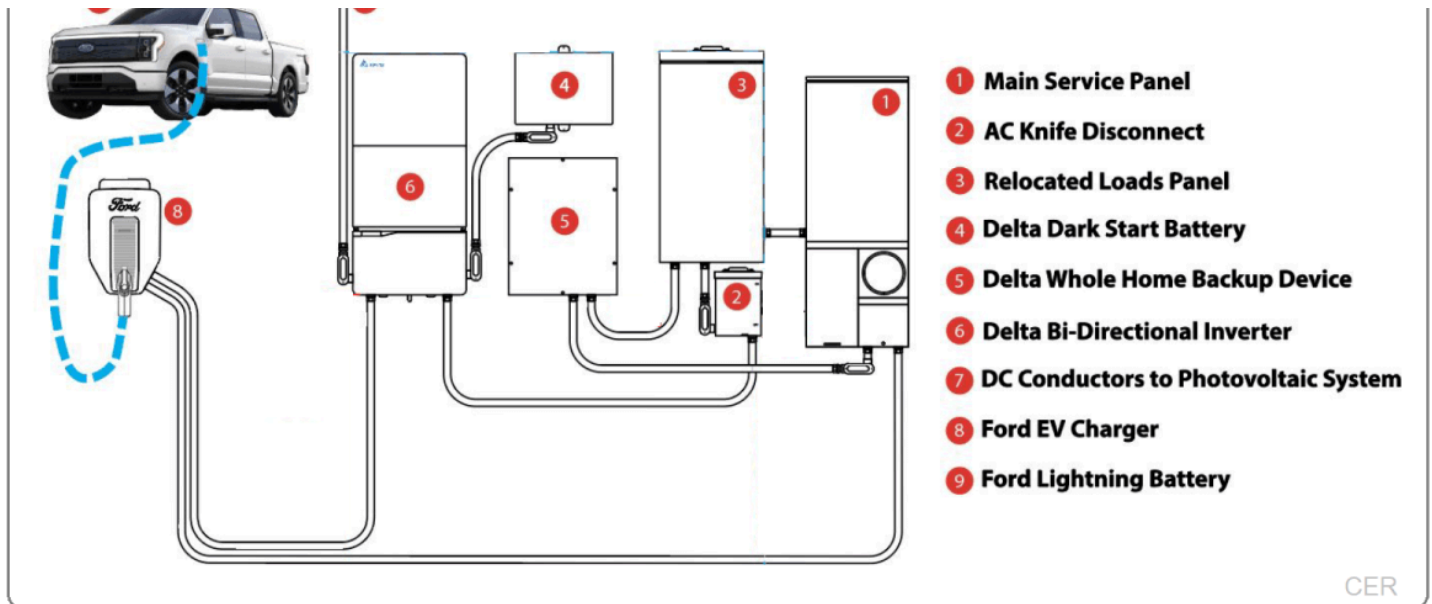
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The Ford Home Integration system includes the Delta 10kW bidirectional charger - Image credit Sunrun

BATTERY STORAGE • EV CHARGING • V2G

Jason Svarc

Jason Svarc is an accredited solar and battery specialist who has been designing and installing solar and battery systems for over a decade. He is also a qualified engineer and taught the off-grid solar design course at Swinburne University (Tafe). Having designed and commissioned hundreds of solar systems for households and businesses, he has gained vast experience and knowledge of what is required to build quality, reliable, high-performance solar power systems.

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Zum Launches Nation's First School District with 100% Electric, Bidirectional V2G School Bus Fleet in Oakland



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May 15, 2024, 10:00 ET

Oakland Unified School District's 74 EV school buses and charging infrastructure provides up to 2.1 gigawatt hours of energy back to the grid, reduces 25,000 tons of emissions annually

OAKLAND, Calif., May 15, 2024 /PRNewswire/ -- **Zūm**, the modern student transportation platform, announced today that Oakland Unified School District (OUSD) will be the first major school district in the U.S. to transition to a 100% electrified school bus system with groundbreaking vehicle-to-grid technology. Zum is providing a fleet of 74 electric school buses and bidirectional chargers in Oakland, managed through its AI-enabled technology platform. The all-EV fleet will not only transport students sustainably, but also play a critical dual role as a Virtual Power Plant (VPP), giving 2.1 gigawatt hours of energy back to the power grid at scale annually.

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Zum, the modern student transportation platform, announced today that Oakland Unified School District (OUSD) will be the first major school district in the U.S. to transition to a 100% electrified school bus system with groundbreaking vehicle-to-grid technology.

"We at Zum strongly believe it is time to move beyond pilots and deploy sustainability solutions at scale. Converting the Oakland Unified school bus fleet to 100% electric with VPP capability is the right step in that direction," said Ritu Narayan, Founder and CEO of Zum. "This historic milestone is a win-win proposition: Electric school buses with V2G provide students with cleaner, fume-free transportation and allow us to send untapped energy from the bus batteries back to the grid, creating an enormous impact on grid resilience. Zum is proud to have delivered on this ambitious project a year ahead of schedule."



Student transportation is the largest mass transit system in the nation, moving 27 million students twice daily. Today, over 90% of the nation's 500,000 school buses run on carbon-based fuels, releasing over 8.4 million tons of greenhouse gases annually exposing students and communities to harmful gases every day.

"Oakland becoming the first in the nation to have a 100% electric school bus fleet is a huge win for the Oakland community and the nation as a whole," said Kim Raney, Executive Director of Transportation at Oakland Unified School District. "The families of Oakland are disproportionately disadvantaged and affected by high rates of asthma and exposure to air pollution from diesel fuels. Providing our students with cleaner and quieter transportation on electric school buses will be a game changer ensuring they have an equitable and stronger chance of success in the classroom."

Electrification of such a large fleet with V2G capabilities requires a vast ecosystem of partners. Federal and California State programs that have been critical to the acceleration of this project are: the Environmental Protection Agency's (EPA) Clean School Bus program, California Air Resource Board (CARB), Heavy Vehicle Incentive Program (HVIP) vouchers, Bay Area Air Quality Management District (BAAQMD) and Clean Mobility Operations (CMO) programs.

The acceleration of the EV transition was the result of Pacific Gas and Electric Company's, Zum's utility partner, ability to provide 2.7 megawatts of load to Zum's Oakland EV-ready facility in record time.

"PG&E is proud to work closely with Zum and Oakland Unified in deploying what is the largest electric school bus fleet and vehicle-based, grid-supporting resource in the country," said Mike Delaney, Vice President of Utility Partnerships and Innovation, PG&E. "Oakland is PG&E's headquarters, it is home to many of our customers and co-workers, and a city we've proudly served for more than a century. Achieving this advanced fleet electrification and vehicle-grid-integration milestone for the people and students of Oakland reflects our commitment to delivering excellent customer service outcomes for our hometowns using breakthrough thinking, collaboration and swift execution."

Zum has set a goal of electrifying 10,000 bidirectional school buses which will create the potential to supply 300 gigawatt hours of energy to the power grids annually. In addition, Zum is electrifying school buses in its fleet in districts across the country, with San Francisco Unified and Los Angeles Unified – which are three and six times the size of Zum's Oakland school bus fleet, respectively – to soon follow.

About Zūm

Zum is a modern transportation solution transforming school transportation, the largest mass transit system in the U.S. Today, the company provides turnkey modern transportation solutions to school districts in California, Colorado, Connecticut, Illinois, Maryland, Massachusetts, Missouri, Nebraska, Pennsylvania, Tennessee, Texas, Washington, Utah, and Virginia, and is expanding rapidly nationwide. Recognized globally for its innovative transportation and energy as a service platform, Zum has been featured among Fast Company's World Changing Ideas, CNBC Disruptor 50, CNBC Changemakers, World Economic Forum and Financial Times' Fastest Growing Companies. Learn more about Zum at www.ridezum.com.

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