



### Consent Item 5

<b>To:</b>	Ava Community Energy Authority
<b>From:</b>	Howard Chang, Chief Executive Officer
<b>Subject:</b>	<b>Contracts Entered Into</b>
<b>Date:</b>	July 17, 2024

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#### **RECOMMENDATION**

Accept the CEO's report on contracts that Ava Community Energy has entered into, as required by the Administrative Procurement Policy, from June 12, 2024, through July 10, 2024;

C-2024-058 San Joaquin County Secured Property Characteristics File Invoice, for the purchase of a collection of parcel data, 239,000 parcels, from the San Joaquin County Tax Assessor's Office for a purchase price of \$21,800.

C-2024-059 True North, Inc. Consulting Services Agreement, (New York) provides marketing support services, effective June 1, 2024 through June 30, 2026, with a maximum compensation of \$2,000,000.

C-2024-060 FinalOption dba Pacific Printing Fifth Amendment to the Consulting Services Agreement, extends term through June 30, 2025.

C-2024-061 Bay Area News Group Advertising Agreement, advertising space in publications and digital ads for Fremont Argus, Hayward Daily Review, and Oakland Tribune for the term on July 1, 2024 to June 30, 2025, with a total contract spend not to exceed \$99,000.

C-2024-062 Sixth Dimension PMCM, Inc. Third Amendment to Consulting Services Agreement, extends the current terms through June 30, 2025.

C-2024-064 The Law Office of Joseph F. Wiedman Fourth Amendment to the Consulting Services Agreement, adds \$40,000 in additional compensation for a total amount not to exceed \$144,000, updates the hourly rate of compensation, and extends the term of the Agreement to June 30, 2025.

C-2024-065 Richards, Watson, and Gershon Fourth Amendment to the Consulting Services Agreement, adds \$500,000 in additional compensation for a total amount not to exceed \$2,075,000, and extends the term of the Agreement to June 30, 2025.

C-2024-066 Jason Blalock First Amendment to the Consulting Services Agreement, adds \$10,000 in compensation for a total amount not to exceed \$20,000 and extends the term of the Agreement to June 30, 2025.

C-2024-067 Oakland Venue Management First Amendment to the Consulting Services Agreement, adds \$44,194 in compensation for a total amount not to exceed \$79,194 and extends the term of the Agreement to June 30, 2025.

C-2024-068 City of Berkeley Amendment to Charging Station Master Site License Agreement, amends the Agreement to reflect Ava's name change, adds language regarding public disclosure under the California Public Records Act, updates Ava's address, adds language regarding modification and removal of properties, and updates specific requirements related to operation and maintenance.

C-2024-069 Celery Design Collaborative Consulting Services Agreement, (Berkeley, CA) provides graphic design and website maintenance services effective June 28, 2024 through June 30, 2025, with a maximum compensation of 200,000.

C-2024-070 Two Pitcher Brewing Company Advertising Agreement, for in-person meeting space for staff May 22, 2024 with a cost of \$22,793.75.

C-2024-071 Wilson, Sonsini, Goodrich, and Rosati Fifth Amendment to the Consulting Services Agreement, adds \$700,000 in additional compensation for a total amount not to exceed \$2,511,929 and extends the term of the Agreement to June 30, 2025.

C-2024-072 Keyes and Fox Eighth Amendment to the Consulting Services Agreement, adds \$380,000 in additional compensation for a total amount not to exceed \$1,480,000 and extends the term of the Agreement to June 30, 2025.

C-2024-073 Hall Energy Law Fifth Amendment to the Consulting Services Agreement, adds \$375,000 in additional compensation for Fiscal Year 2024-2025 and extends the term of the Agreement to June 30, 2025.

C-2024-074 Nixon Peabody Third Amendment to the Consulting Services Agreement, adds \$100,000 in additional compensation for Fiscal Year 2024-2025 for a total amount not to exceed \$416,113.76 and extends the term of the Agreement to June 30, 2025.

C-2024-075 Sound of Hope Radio Network Consulting Services Agreement, (San Francisco, CA) provides Chinese language advertising services effective June 30, 2024 through June 30, 2025, with a maximum compensation of \$15,000.

C-2024-076 Calibrant California II, LLC Site Sublicense Agreement, provides Calibrant California II access to and use of Project Site at Livermore L Street Lot and L Street Garage, through City of Livermore license with Ava, to install, own, and operate EV Charging Systems at the Project Site.