



### Consent Item 8

<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>	September 18, 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 July 11, 2024, through September 11, 2024;

C-2024-077 Calibrant California II, LLC Project Site Addendum No. 1 To Electric Vehicle Charging Master Services Agreement, provides proposed project site information of Livermore L Street Garage, 1200 Veteran's Way, Livermore, CA 94550, effective June 27, 2024.

C-2024-078 Calibrant California II, LLC Project Site Addendum No. 1 To Electric Vehicle Charging Master Services Agreement, provides proposed project site information of Livermore L Street Lot, 1200 Veteran's Way, Livermore, CA 94550, effective June 27, 2024.

C-2024-079 Calibrant California II, LLC Project Site Addendum No. 1 To Electric Vehicle Charging Master Services Agreement, provides proposed project site information of Piedmont Lot, 4050 Howe Street, Oakland, CA 94611, effective June 27, 2024.

C-2024-080 Calibrant California II, LLC Project Site Addendum No. 1 To Electric Vehicle Charging Master Services Agreement, provides proposed project site

information of Piedmont Curbside, 711 Highland Ave, Piedmont, CA 94611, effective June 27, 2024.

C-2024-081 Franklin Energy Services Induction Stove Installation Services Agreement, provides induction stove installation services effective July 10, 2024 through December 31, 2025, with a maximum compensation of \$1,500,000.

C-2024-083 MassMailer Amendment-1 to Subscription Agreement, prorated monthly recurring subscription renewal with a cost of \$1,586.71 effective June 5, 2024.

C-2024-084 MissionCTRL Third Amendment to CSA, adds \$98,000 in compensation for a total amount not to exceed \$394,000, extends the term of the Agreement to June 30, 2025, and updates the hourly rate of compensation.

C-2024-085 GB Endeavors, LLC Consulting Services Agreement, provides Executive Coaching services, effective July 11, 2024 through January 31, 2025, with a maximum compensation of \$8,400.

C-2024-086 Braun Blaising Smith Wynne Third Amendment to CSA, adds \$25,000 in compensation for a total amount not to exceed \$84,000, updates the hourly rates, and extends the term of the Agreement to June 30, 2025.

C-2024-087 Project6 Design First Amendment to CSA, adding \$99,000 in additional compensation for Fiscal Year 2024-2025 and extending the term through June 30, 2025.

C-2024-088 PC Professional Fourth Amendment to CSA, adds \$100,000 in additional compensation, extends the term of the Agreement to June 30, 2025, and updates references to Ava.

C-2024-089 Meyers Nave Third Amendment to Engagement Letter, adds \$1,150,000 in additional compensation for the term of July 1, 2024 to June 30, 2025.

C-2024-090 Pivotal Talent Search Third Amendment to CSA, adds \$95,000 in additional compensation for Fiscal Year 2024-2025.

C-2024-091 Thrive Mind Collaborative Second Amendment to Master Service Agreement, adds \$182,000 in additional compensation for Fiscal Year 2024-2025, extends the term of the Agreement through June 30, 2025, and adds additional services to the scope.

C-2024-092 Fractal Business Analytics Second Amendment to CSA, adds \$15,000 in additional compensation, updates the hourly rate, and extends the term through December 31, 2025.

C-2024-093 Impec Group, LLC Consulting Services Agreement, (Santa Clara, CA) provides interior branding/signage planning, design management, fabrication, and application services, effective May 16, 2024 through June 30, 2026, with a maximum compensation of \$60,000.

C-2024-094 Pisenti & Brinker, LLP Consulting Services Agreement, (Santa Rosa, CA) provides auditor services, effective July 1, 2024 through December 31, 2029, with a maximum compensation of \$191,000.

C-2024-095 Lunar Energy Limited Consulting Services Agreement, (London, United Kingdom) provides distributed energy resources management services, including Service Provider-hosted "software as a service" services, effective July 3, 2024 for 2 years and 3 successive 1-year term renewals, with base platform fee of \$76,000 per year and tiered delivered capacity fee.

C-2024-096 Calibrant California II, LLC Site Sublicense Agreement, provides Calibrant California II access to and use of Hayward Municipal Lot 4, through City of Hayward license with Ava, to install, own, and operate EV Charging Systems at the Project Site, effective July 22, 2024.

C-2024-097 Gridscape Solutions First Amendment to CSA, adds \$1,800,000 in additional compensation and additional services to the scope, and extends the term through March 18, 2025.

C-2024-098 Compass Group USA, Inc (Canteen) Services Agreement, (Concord, CA) provides pantry and related products and services, and coffee and water services and equipment, with a not-to-exceed maximum compensation of \$80,000 from July 1, 2024 through June 30, 2025.

C-2024-099 Charge Across Town Consulting Services Agreement, (San Francisco, CA) provides consulting and consumer engagement services effective May 10, 2024 through June 30, 2025, with a maximum compensation of \$60,000.

C-2024-100 City of Oakland Second Amendment to Charging Station License Agreement, amends all East Bay Community Energy (EBCE) references to Ava Community Energy ("Ava"), language concerning 1250 Martin Luther King Junior Way, Oakland, CA, and Ava address to Suite 2300, adds Section 17: Public Records Act, and replaces Exhibit A and part of Exhibit B.

C-2024-101 Calibrant California II Site Sublicense Agreement, provides Calibrant California II access to and use of Project Site at Piedmont Curbside, through City of Piedmont license with Ava, to install, own, and operate EV Charging Systems at the Project Site, effective May 7, 2024.

C-2024-102 Calibrant California II Site Sublicense Agreement, provides Calibrant California II access to and use of Project Site at Piedmont Lot, through City of Oakland

license with Ava, to install, own, and operate EV Charging Systems at the Project Site, effective May 7, 2024.

C-2024-103 Abbott, Stringham & Lynch Consulting Services Agreement, (Campbell, CA) provides data audit services effective August 8, 2024 through October 1, 2024, with maximum compensation of \$12,000.

C-2024-104 Aptim Environmental & Infrastructure, LLC Consulting Services Agreement, (Baton Rouge, LA) provides electric bike program development, implementation, and management services effective July 26, 2024 through December 31, 2026, with a maximum compensation of \$10,000,000.

C-2024-105 Texas Market Research Group, LLC (dba ReConMR) Consulting Services Agreement, (San Marcos, Texas) provides market research services effective July 19, 2024 through August 1, 2025, with a maximum compensation of \$50,000.

C-2024-106 Sacramento Municipal Utility District (SMUD) Amendment 31 to Exhibit A, Task Order 2, updates CRM so that email address displayed in the "From" line of automated confirmation emails will appear as [customer-support@avaenergy.org](mailto:customer-support@avaenergy.org), with Optional Service Fees totaling \$2,325.

C-2024-107 Sacramento Municipal Utility District (SMUD) Amendment 32 to Exhibit A, Task Order 2, creates customized credits for SBP customers as outlined in the "Client Specifications Ava (Custom adders) v1.1.docx", with Optional Service Fees totaling \$53,400.

C-2024-108 Sacramento Municipal Utility District (SMUD) Amendment 33 to Exhibit A, Task Order 2, updates Ava webforms to provide Ava customers the ability to perform self-service opt-up, opt-down, opt-in and opt-out transactions through a single flow as outlined in approved Wireframes and copy edits, with Optional Service Fees totaling \$90,000.

C-2024-109 Davis Wright Tremaine Fifth Amendment to Consulting Services Agreement, adds \$250,000 in additional compensation, additional services to the scope, updates the hourly rates of compensation, and extends the term through June 30, 2025.

C-2024-110 Alan Comnes dba New Energy Works Consulting (NEW) Third Amendment to CSA, adds \$75,000 of additional compensation.

C-2024-111 AIQUEOUS Amendment 5 to Consulting and Online Services Agreement, extends term through June 30, 2025, renews the delivery by Consultant of ECOIQ online platform and related support and consulting services, and adds additional compensation by increasing the not to exceed amount by \$140,000.

C-2024-112 LHi Group, Inc (Piper Maddox) Staffing Services Agreement, (New York) provides staffing services effective August 12, 2024, with a \$5,000 engagement fee and a 25% of remuneration Placement Fee.

C-2024-113 Two Pitchers Brewing Company Private Event - Service Agreement, in person meeting space for staff August 14, 2024 with a minimum spend of \$1,000.

C-2024-114 Comcast Effectv Agreement, 1 year Agreement for digital ads, total compensation not to exceed \$42,000.

C-2024-115 LHi Group, Inc (Piper Maddox) Search Assignment Form, provides for talent search pertaining to Ava's specified vacancy of Senior Data Engineer, with a retainer fee of \$5,000 per specified vacancy, effective August 14, 2024.

C-2024-116 LHi Group, Inc (Piper Maddox) Search Assignment Form, provides for talent search pertaining to Ava's specified vacancy of Strategic Controller and Treasurer, with a retainer fee of \$5,000 per specified vacancy, effective August 14, 2024.

C-2024-117 LHi Group, Inc (Piper Maddox) Search Assignment Form, provides for talent search pertaining to Ava's specified vacancy of Salesforce Developer, with a retainer fee of \$5,000 per specified vacancy, effective August 14, 2024.

C-2024-118 Market Advisory Board for California Heat Pump Partnership California Heat Pump Partnership Market Advisory Board Participation Agreement Participant, participation on the Market Advisory Board (MAB), identify and evaluate market barriers and opportunities, inform the blueprint, and guide consumer inspiration and education; each participant will contribute \$50,000 for each calendar year this Agreement remains in effect, excluding 2027; effective July 1, 2024 through January 31, 2027, unless terminated earlier.

C-2024-119 Gail Salmo Productions Inc. Still Photography Assignment, (San Marino, CA) provides still photography services and three years of printed advertising and digital web use, with an estimated total compensation of \$99,999.50, effective August 9, 2024.

C-2024-120 EMC Research, Inc Consulting Services Agreement, (Seattle, WA) provides market research services, effective July 30, 2024 through August 1, 2025, with a maximum compensation not to exceed \$75,000.

C-2024-121 Equilibrium Collaborative, LLC Consulting Services Agreement, (South Lake Tahoe, CA) provides organizational assessment and change management services, effective September 3, 2024 through June 30, 2025, with a maximum compensation not to exceed \$50,000.

C-2024-122 Chen Design Associates Consulting Services Agreement, (Oakland, CA) provides creative services, including graphic design, photography, videography, and

booth design, effective July 18, 2024 through June 30, 2025, with a maximum compensation of \$200,000.

C-2024-123 Afaf Translations LLC Fourth Amendment to CSA, extends term through June 30, 2025, adds additional compensation by increasing the not to exceed amount by \$5,000, and updates the hourly rates of compensation.

C-2024-124 First Aid and Safety, Inc. Automatic External Defibrillator (AED) Lease Agreement, (San Francisco, CA) Lease for Defibtech Lifeline AED, Compact AED Cabinet, and CPR Prep Kit, providing delivery, installation, and activation of equipment, with lease term starting September 16, 2024 through September 15, 2027, and a monthly payment of \$135 per month.

C-2024-125 Granicus Order Form, provides Granicus' DisclosureDocs Sign-on, Setup and Configuration, Subscription, Full Review Subscription, e-Disclosure Subscription, and Conflict of Interest Subscription for \$2,674, with a 12-month term, effective September 9, 2024.