



### 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>	November 20, 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 September 12, 2024, through November 13, 2024;

C-2024-126 City of Piedmont First Amendment to Charging Station License Agreement, amends all references to East Bay Community Energy Authority (EBCE) deleted and replaced with Ava Community Energy (Ava), memorializes Host's appropriation of funds for the Project and ADA Improvements, and document Host's consent to and approval of Ava's sublicense of the Premises (Magnolia Ave at Highland Ave, Piedmont, CA 94611), effective August 19, 2024.

C-2024-127 Aurora Energy Research Disclosure Fee Letter, allows sharing of CAISO market forecasts through 2050 for Day-Ahead Wholesale Prices and Day-Ahead Ancillary Service Prices at hourly granularity for the following scenarios: Central, Low, High, Clean Ambition, Messy Transition, and IRP with First Principles Advisory Group, Professor Neha Patankar and Manar Jaradat PhD student (Binghamton University) for Integrated Resource Plan (IRP) filing, with a disclosure fee of \$5,000, effective August 23, 2024.

C-2024-128 Kitchen on Fire (Oakland, CA) In-Person Event Contract, for cooking event to be held on September 26, 2024, for 6 people at a cost of \$1,850.

C-2024-129 Sixth Dimension PMCM Inc. Amendment Letter, adds \$2,152.50 for providing cleaning services by subconsultant Hernandez Janitorial effective September 1, 2024.

C-2024-130 EcoMotion First Amendment to CSA, adds \$75,000 in additional compensation and extends the term through December 31, 2025.

C-2024-131 Zoom Order Form provides 36-month Zoom Workplace Business service for 125 users for a total of \$38,255.80, effective September 10, 2024.

C-2024-132 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-2024-133 Center for Sustainable Energy Amendment #1 to Incentive Program Implementation Services Agreement, all references to East Bay Community Energy Authority and EBCE removed and replaced with Ava Community Energy Authority and Ava; 7.C Grant Agreement, 8.A Term, 11.C Notices, and 11.G Entire Agreement were removed and replaced in their entireties.

C-2024-134 BlocPower Energy Services 3 Commercial Pledge and Security Agreement, provides additional security to the Secured Party for the Loan and other obligations of the Pledgor to the Secured Party under the Loan Agreement and the Loan Documents.

C-2024-135 BlocPower Energy Services 3 Amendment #1 to the Amended and Restated Loan Agreement, makes certain clarifications regarding payment dates and corrects the maturity date to December 31, 2037.

C-2024-136 BlocPower Energy Services 3 Closing Certificates, Incumbency and Signature Certificate of BlocPower Energy Services 3, LLC and Certificate of the Borrower Pursuant to the Loan Agreement, both dated September 5, 2024

C-2024-137 BlocPower Energy Services 3 Promissory Note, BlocPower Energy Services 3, LLC promises to pay Ava the sum of \$284,053.49, plus accrued interest, and other charges. September 5, 2024, Promissory Note replaces the February 28, 2022, Note in its entirety. Final Payment Date is December 31, 2037.

C-2024-138 Pivotal Talent Search Third Amendment to CSA, adds \$95,000 in additional compensation for Fiscal Year 2024-2025.

C-2024-139 Empathy Services Agreement (New York, NY) Order Form provides Ava with services that help people navigate various aspects of the loss of a loved one, as well as to assist with planning for end-of-life, by way of providing products developed by Empathy for a one-year term with a flat annual fee of \$4,000.

C-2024-140 Brandt Energy Strategies (Lodi, CA) Consulting Services Agreement provides for legislative policy & advocacy services through June 30, 2025, with compensation not to exceed \$15,000.

C-2024-141 Energy and Environmental Economics (San Francisco, CA) Consulting Services Agreement provides technical energy and regulatory analytical services, effective April 1, 2024, through June 30, 2025, with compensation not to exceed \$100,000.

C-2024-142 Sacramento Municipal Utility District (SMUD) Amendment 34 to Exhibit A, Task Order 2, updates the 4 in 1 webform for a total fee of \$6,500.

C-2024-143 Pizzaiolo (Oakland, CA) Contract, event on Thursday December 5, 2024, for 120 guests, between 5:30PM to 12:00AM, with total bill including labor, food, beverages, service charge and tax, for a total due of \$23,814.

C-2024-144 The Communication Protocol (Oyster Bay, New York) Online Training Program License Agreement provides license to online education program in the field of communication skills and personal development, effective October 1, 2024, for one year, with total compensation of \$33,704 for 30 seats.

C-2024-145 Wavelength Automation, LLC/CapitolTrack (Sacramento, CA) Subscription Form provides subscription for legislative tracking services, effective November 1, 2024, for a one-year term, with a cost of \$2,148.

C-2024-146 Keyes and Fox Joint Representation Agreement, Keyes and Fox will represent Ava, City of San Jose, CPA, MCE, PCE, SCP, and SDCP before the CPUC in Rulemaking 23-12-008.

C-2024-147 Ava, BART, CCTA, SFMTA, MTC Memorandum of Agreement, MTC and BART are primary applicants for a Climate Pollution Reduction Grant to be awarded by the Environmental Protection Agency, and this Agreement outlines how the parties will deliver the project as described in the application.

C-2024-148 Apple Valley Choice Energy, CleanPowerSF, Clean Power Alliance of Southern California, Desert Community Power, EBCE, Lancaster Choice Energy, Marin Clean Energy, Monterey Bay Community Power, Peninsula Clean Energy, Pioneer Community Energy, Pico Rivera Innovative Municipal Energy, Rancho Mirage Energy Authority, Redwood Coast Energy Authority, San Jacinto Power, San Jose Clean Energy, Silicon Valley Clean Energy, Solana Energy Alliance, Sonoma Clean Power, Valley Clean Energy, Western Community Energy, B-Proud (Baldwin Park Resident Owned Utility District) Clean Energy Alliance, Pomona Choice Energy, San Diego Community Power and the California Community Choice Association, Joint Defense and Common Interest Agreement put in place by CalCCA allows the undersigned to jointly engage counsel for litigation, Government Action, common legal issues, in the

effort to reduce unnecessary duplication of effort, updated version includes only includes updates signatures, including for Ava.

C-2024-149 California First Aid and Safety (San Francisco) Consulting Services Agreement for the purchase of first aid supplies for Ava office and for first aid classes for Ava staff through June 30, 2025, with compensation not to exceed \$20,000.

C-2024-150 Pacific Gas & Electric Exhibit G to Charging Station Master Site License Agreement authorizes PG&E to install the necessary infrastructure in Hayward under the Charging Station Master Site License Agreement.

C-2024-151 First Principles Advisory Amendment authorizes an additional Subconsultant.

C-2024-152 ICF Resources Consulting Services Agreement services related to the design of a solar and storage incentive program, through December 31, 2026, with compensation not to exceed \$146,000.

C-2024-153 Aurora Energy Research Advisory Services Supplement No. 1 adds \$10,000 to the compensation for one-time additional forecasted price data.

C-2024-154 Dakota Press Second Amendment to Consulting Services Agreement adds language regarding confidentiality.

C-2024-155 Oakstop Team Building Event Agreement 11/5/2025 event for up to 30 guests in the Manning Gallery Suite at a cost of \$825.

C-2024-156 Rising Sun Center for Opportunity (Oakland, CA) Grant Agreement provides funding in the amount of \$300,000 over 3 years for the purpose of funding clean energy workforce development efforts within Alameda Country and the City of Stockton