



### Consent Item 8

<b>To:</b>	Ava Community Energy Authority
<b>From:</b>	<b>Feliz Ventura, Sr Manager Programs</b>
<b>Subject:</b>	<b>Resilience Hub Program Management and Technical Assistance</b>
<b>Date:</b>	November 20, 2024

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#### **Summary/Recommendation**

Approve a Resolution authorizing the CEO to negotiate and execute an amendment (“First Amendment”) to the Consulting Services Agreement (“CSA”) with NV5 for the purposes of: (1) adding services to the scope of work for program development, management, and technical assistance support for the Community Resilience Hub Initiative (“Initiative”); (2) extend the CSA through December 2027; and (3) add \$2,000,000 in compensation for a total CSA amount not-to-exceed \$2,250,000.

#### **Fiscal Impact**

This First Amendment to the CSA shall increase the existing contract amount of \$250,000 by \$2,000,000 for a total not-to-exceed amount of \$2,250,000. Of this funding, Ava has already allocated \$2,000,000 in the FY 23/24 budget.

#### **Analysis and Context**

As Ava advances towards its goal to “electrify everything,” incorporating local energy resilience into planning and operations is becoming increasingly critical. Energy resilience is a growing priority for Ava’s communities, particularly due to past power outages and planned shutoffs. Ava currently operates the Critical Municipal Facilities (CMF) Program, offering technical and development support to municipal buildings. Both Ava’s Board and members of the public have voiced the need to expand on this

program to include community-owned sites. To do this, Ava will leverage experience from its CMF program to offer support to community sites interested in becoming resilience hubs – sites that can provide community energy resilience during emergencies.

To address these needs, Ava is pursuing the Initiative to identify and provide key energy-related expertise to community-based sites interested in developing resilience hubs, to be equipped with solar and storage solutions. The objectives of the Initiative are to: (1) identify potential resilience hub sites; (2) provide energy-related technical assistance to support the development of solar and storage as a local energy resource that would support the energy resilience needs of the local community; and (3) provide incentives for the installation and use of solar and storage at resilience hub sites through Ava's soon-to-be launched Solar and Storage Incentive Program.

Ava's support services for the Initiative will be offered through three pillars:

1. **Community Outreach & Identification:** Ava will collaborate with a Community Grant Partner(s) to identify a pipeline of resilience hubs sites through community outreach, education, and research efforts.
2. **Technical Assistance:** Ava will partner with a technical assistance engineering firm (NV5) to provide support and guidance to community-based sites, helping them transition from resilience concept plans to identification of key parameters needed for solar and storage project development.
3. **Solar and storage incentives:** Ava will provide community resilience hubs with solar and storage incentives for installed equipment and ongoing incentives for integration with Ava's DERMS.

### **Vendor Needs and Bid Review**

While the Community Grantee(s) will be selected through a Community Grant Request for Proposal, Ava separately sought a vendor to provide technical assistance services and support with overall program development and management. On July 23, 2024, Ava issued a bid specification for the following services:

**Technical Assistance:** Vendor to provide services to potential resilience hub sites to assist in moving a conceptual plan into a more targeted plan for energy resilience, including:

- Site review: Initial assessment of site's ability to host solar and storage
- Conceptual designs: Preliminary solar & storage designs based on site needs and constraints
- Bid reviews: Assessment of offers received by sites for the installation of Solar + Storage systems

- Grant support: Grant identification and tracking for funding opportunities for energy resilience

**Program Development and Management:** Vendor to provide overall coordination of the Initiative to ensure a smooth and efficient process and customer experience across one or more of the phases, including:

- Ensuring effective coordination between the Grantee(s) and Technical Assistance
- Designing and managing the application process and customer journey for accessing services
- Developing and refining eligibility criteria for Technical Assistance applicants
- Providing guidance and support to applicants throughout the process

Ava received six conforming bids for the Program Management and Technical Assistance services. Ava evaluated bids based on the following criteria:

1. technical services for community/energy resilience solar/storage projects and relevant work examples;
2. program management and development experience;
3. expertise of proposed team and cohesive staffing plan;
4. understanding of Ava’s use case and approach to manage the Initiative;
5. preference for vendor located in Ava’s service territory; and
6. extent of redlines to Ava’s CSA.

A summary of the selected respondent’s strengths and weaknesses are below:

Bidder	Strengths	Weakness
NV5	<ul style="list-style-type: none"> <li>• Extensive experience with battery energy storage system (BESS) projects and serving private and public sector clients</li> <li>• Program Manager brings over 18 years of experience program design experience</li> <li>• Most detailed response for program development and needs-based categorization</li> <li>• Included a base scope of services + an enhanced scope of services</li> <li>• Existing signed CSA w/ Ava and positive working relationship</li> <li>• No redlines to CSA</li> </ul>	<ul style="list-style-type: none"> <li>• Does not include a local partner</li> <li>• Does not include on-site assessment services in “base package”</li> <li>• Weaker national program management experience with multiparty, multiyear programs compared to other respondents</li> <li>• Less experience with federal grants compared to other respondents</li> </ul>

Of all bids, Ava selected NV5 as they stood out as the leading bidder across five of the six criteria for the following reasons:

- **Technical assistance and program management expertise:** NV5 has extensive technical assistance qualifications in energy resilience feasibility and planning, community resilience, program management and technical services related to solar + storage, serving a variety of private and public sector customers, including in Northern California. (criteria 1, 2)
- **Cohesive staffing plan:** Their proposal includes experienced, dedicated staff assigned to key areas of program design, management, and technical assistance. The assigned Project Manager brings over 18 years of experience designing and implementing energy technology programs. (criterion 3)
- **Flexible approach:** NV5 provided comprehensive technical services with the flexibility to adapt based on needs of sites – NV5 provided both a “base” and “enhanced” scope of services. (criterion 4)
- **Existing agreement:** Ava has an existing contract with NV5, and staff have reported positive experiences working with them to date. (criterion 6)

Importantly, NV5’s bid demonstrates a thorough understanding of the uncertainties surrounding community-site needs, and the necessity for a flexible approach. They proactively addressed these issues by offering both a “base technical service package” and an “enhanced technical service package.” This tiered approach allows us to start with essential services while also outlining potential future services that can be scaled as we get a better understanding of the requirements of community sites.

### **Committee Recommendation**

On November 6, 2024, the Executive Committee reviewed this matter and recommended that the Board of Directors approve the contract amendment for NV5.

### **Attachments**

- A. Resolution Authorizing CEO to Negotiate and Execute First Amendment with NV5
- B. Form Amendment
- C. Draft Scope of Work for Resilience Hub Program Management and Technical Assistance

**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 FIRST AMENDMENT TO THE CONSULTING**  
**SERVICES AGREEMENT WITH NV5**

**WHEREAS**, Ava Community Energy Authority (“Ava”) was formed as a community choice aggregation agency (“CCA”) on December 1, 2016, under the Joint Exercise of Powers 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 Agreement (“JPA”) in March of 2020. The city of Stockton was added as a member to Ava in September of 2022. The city of Lathrop was added as a member to Ava in October of 2023. San Joaquin County was added as a member to Ava in July 2024. 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**, energy resilience is of increasing concern to Ava’s communities in light of historical power outages and planned power shutoffs;

**WHEREAS**, Ava committed \$2 million to technical assistance to support energy resilience development for community sites for FY 23-24;

**WHEREAS**, Ava issued a bid specification on July 23, 2024 for program development, management, and technical assistance support services for the Community Resilience Hub Initiative (“Initiative”);

**WHEREAS**, Ava received six conforming bids and selected NV5 based on their proven expertise, flexible scope of services, and positive current experience supporting Ava with technical services for EV charging;

**WHEREAS**, Ava wishes to contract with NV5 to enhance its capabilities to manage and provide technical assistance for the Initiative;

**WHEREAS**, on November 15, 2023, Ava entered into a Consulting Services Agreement (“CSA”) with NV5 to provide technical services for the direct current fast charging (“DCFC”) hubs; and

**WHEREAS**, Ava seeks to amend the existing CSA with additional scope of services for program development, program management, and technical services for the Initiative, and to increase the amount of compensation to cover the additional services.

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

Section 1. The CEO is hereby authorized to negotiate and execute an amendment (“First Amendment”) to the CSA with NV5 to: (1) add services to the scope of work for program development, management, and technical assistance support for the Initiative; (2) extend the CSA through December 31, 2027; and (3) add \$2,000,000 in compensation for a total CSA amount not-to-exceed (“NTE”) \$2,250,000.

ADOPTED AND APPROVED this 20<sup>th</sup> day of November, 2024.

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Jack Balch, Chair

ATTEST:

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Adrian Bankhead, Clerk of the Board

**[Number] Amendment to Consulting Services Agreement by and Between Ava Community Energy Authority and [Legal Name of Vendor]**

This [Number] Amendment to the Agreement with [Vendor] for Consulting Services (“[Number] Amendment”) is made this [day] day of [month], [202X], by and between the Ava Community Energy Authority, a Joint Powers Agency formed under the laws of the State of California (“Ava”) and [Legal Name of Vendor] (“[Vendor]”), for the purposes of adding additional compensation, adding additional services to the scope, extending the termination date, and updating the hourly rates of compensation.

**Recitals**

- A. Ava and [Vendor] entered into that certain Consulting Services Agreement dated [date] (“Agreement”), wherein [Vendor] agreed to provide [service] to Ava, with compensation not to exceed \$[amount].
- B. Ava and [Vendor] entered into that certain [Number] Amendment to the Consulting Services Agreement on [date] to add additional compensation, increasing the not-to-exceed amount by \$[amount] for a total amount not to exceed \$[amount], to update the scope of services, to extend the term, and to update the hourly rates of compensation.
- C. Ava and [Vendor] entered into that certain [Number] Amendment to the Consulting Services Agreement on [date] to add additional compensation, increasing the not-to-exceed amount by \$[amount] for a total amount not to exceed \$[amount], to update the scope of services, to extend the term, and to update the hourly rates of compensation.
- D. Ava and [Vendor] now desire to amend the Agreement to add additional compensation, increasing the not-to-exceed amount by \$[amount], to add additional services to the scope of services [to include additional services], to extend the term, and to update the hourly rates of compensation.
- E. On October 24, 2023, East Bay Community Energy Authority legally adopted the name Ava Community Energy Authority, where it had previously used the name East Bay Community Energy Authority since its inception.

**Now therefore**, for good and valuable consideration, the amount and sufficiency of which is hereby acknowledged, the Parties agree as follows:

- 1. All references to East Bay Community Energy (“EBCE”) in the Agreement are hereby amended to Ava Community Energy (“Ava”).
- 2. Section [#] of the Agreement (“Term”) is amended to extend the term of the Agreement through [new date].

3. Section [#] of the Agreement (“Compensation and Payment”) is amended in part to increase the total compensation of the Agreement by \$[amount] for a total amount not to exceed [new amount spelled out] (\$[new amount]).
4. Exhibit A (“Scope of Work”) of the Agreement is replaced in its entirety by Exhibit A, attached hereto.
5. Exhibit B (“Schedule”) of the Agreement is replaced in its entirety by Exhibit B, attached hereto.
6. Exhibit E (“Compensation/Budget”) of the Agreement is replaced in its entirety by Exhibit E, attached hereto.
7. All other terms and conditions in the Agreement not otherwise modified by this [Number] Amendment will remain in full force and effect.

**In witness whereof**, the Parties have entered this Amendment on the date written above.

Ava Community Energy Authority,  
A Joint Powers Authority

[Vendor],  
A [Legal form of entity]

\_\_\_\_\_  
[Name]  
[Title]

\_\_\_\_\_  
[Name]  
[Title]

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

[Name]  
[Title]

Date: \_\_\_\_\_

\_\_\_\_\_  
Ava General Counsel



**Exhibit A**

**Scope of Work**

[Insert text here]

DRAFT

**Exhibit B**

**Schedule**

[Insert text here]

DRAFT

**Exhibit E**  
**Compensation/Budget**

[Insert text here]

DRAFT

**Exhibit A****SCOPE OF WORK**



This scope of work is for the Program Management and Technical Assistance services needed for the Ava Community Energy (Ava) Resilience Hub Initiative. Consultant will work with Ava to develop a program to support the pre-development of resilience sites.

Core elements of this scope of work include:

- Resilience Hub Initiative Development
- Initiative Program Management
- Technical Services

**Task 1: Initiative Development**

Consultant will support Ava with initiative development for the Resilience Hub Initiative, ensuring a clear understanding of the scope of all three pillars – Community Outreach and Site Identification, Technical Assistance, and Solar and Storage Incentives. Consultant will design an effective and streamlined process that meets stakeholder needs and allows for participants to access Ava resources efficiently. Activities will include:

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1. Hold kickoff meeting with Ava to clarify and verify initiative goals, work to date, stakeholders, constraints, and preferences.
  2. Utilize up to five (5) sample client profiles, conceptual designs, and financial analyses to support the program development.
    - a. Develop 5 sample facility load profiles based on conceptual facility types, use profiles from the Department of Energy, local environmental conditions, likely applicant profiles, proposed solar and BESS systems, construction costs, construction schedule, and project cashflow,
  3. Stakeholder collaboration
    - a. Review and provide feedback on the Community Grant Partner(s) scope of work agreement and deliverables relevant to technical assistance
    - b. Host program development meeting with the Community Grant Partner(s) to provide input on needs assessment and resilience hub concept plan templates. Review what the technical support would entail and the general elements that make for a good resiliency project.
    - c. Conduct follow-up meetings with stakeholders to resolve program challenges.
    - d. Collaborate with Ava and solar and storage program support team on requirements for the solar and storage incentive for resilience hubs, and Consultant will work with Ava to help identify contractors in the Solar and
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- Storage program to meet VPP technical requirements as well as the Site Participants' technical needs.
- e. Facilitated by Ava, the Consultant will regularly engage with Community Grant Partner(s) and/or Site Participants (s) to keep apprised of and incorporate feedback on community needs to ensure alignment with program objectives.
4. Provide input on Ava's draft definitions of resilience, resilience hubs and energy resilience.
  5. Design draft outline of Technical Assistance program, including the following:
    - a. General program process flow, including project categorizations, such as solar and storage feasibility, grant and incentive support, and/or third-party proposal review.
    - b. Requirements for participation in technical assistance and progression from one technical assistance service to another, including clear pathways and definitions for various project types or categories.
    - c. Standard data requirements by project category
    - d. Standard analysis and deliverables by project category.
    - e. Incorporate outreach and communications plan and touchpoints as defined in the Community Grant Partner agreement.
    - f. Process to track the award of funding by project.
    - g. Process to track the disbursement of funds by project.
    - h. Process to get feedback from program stakeholders to improve the process and update the workflow and documentation to improve the program.
    - i. Develop working FAQ process.
    - j. Other components needed to facilitate technical assistance given Ava's community grant and solar and storage incentive work.
  6. Develop a manual for the Resilience Hub Initiative and associated Technical Assistance Program that documents internal and external processes, roles and responsibilities, and best practices.
    - a. Review draft Initiative and program documents with Ava stakeholders and incorporate feedback into Initiative and Technical Assistance program manual.
  7. Draft a customer enrollment form for the Technical Assistance program, incorporating Ava's general terms and conditions
  8. Consultant will host the web-based enrollment portal and collaborate with Ava throughout the development process
  9. Create a one-page program overview and language for the Ava website that details the program offering, relationship to the other Initiative pillars, benefits, and process.
  10. Obtain feedback from Ava on all deliverables and incorporate feedback into those documents.
  11. Consultant will use Asana, Ava's program management tool software, to track key program development and scope-related activities.

### **Deliverables**

- A.
- B. Draft requirements for participation in Technical Assistance program, NTP +2 months

- C. Resilience Hub Initiative Manual, NTP+ 3 months, or as directed by Ava
- D. Internal Program Operations Manual, NTP +3 months, or as directed by Ava
- E. One -page program overview and language for Ava website

**Task 2: Initiative Management**

Consultant will manage and guide applicants into the technical assistance program, through the technical assistance program, and into the solar and storage program, including the following:

1. Communicate how to apply for Technical Assistance to the Community Grant Partner, enabling Community Grant Partner to guide interested sites into Technical Assistance.
2. Review applications submitted to the enrollment portal for entry into Technical Assistance and recommend acceptance or provide feedback to unsuccessful applicants on changes needed to qualify for acceptance into Technical Assistance.
  - a. Consultant will confirm applicants are Ava customers Through process detailed in the Initiative Manual.
3. Assign sites into Technical Assistance program and provide single point of contact for program participation.
4. Guide sites through the program process. A detailed scope of work for the potential Technical Assistance program is provided below under Task 3.
5. Provide information on Solar & Storage Incentive program and potential project next steps to the program participants during their participation in the Technical Assistance Program.
6. Consultant may use their own applicant tracking software, provided that data can be easily exported for Ava's use as needed.

Consultant will report on funds used, the results of the used funds, and a process for continuously improving the process and positive results from the use of those funds.

1. Meet with Ava and program stakeholders to discuss program metrics and goals proposed by Consultant.
2. Develop program metrics and define program success with feedback from Ava team.
3. Create a monthly, year-to-date, and annual reporting template, or other timeline preferred by Ava.
4. Report format will include the Technical Assistance program applicants and the number of projects at each stage of the process as well as the size and characterization of those projects in key metrics, such as solar and storage sizing and location, as well as participation in Community Grant Partner activities.
5. Develop a feedback process to formalize and solicit feedback from participating sites, contractors, and the Community Grant Partner.
6. Host quarterly meetings to review performance with associated stakeholders and teams.
7. Track program budget, metrics, and delivery performance compared to goals to ensure the judicious use of ratepayer funds.

## Deliverables

- F. Monthly report on subtasks in Task 2.
- G. Quarterly program status reports - to be developed quarterly but at a minimum reflect progress in each subtask area.

### Task 3: Technical Assistance

Consultant will provide technical assistance to qualified applicants and will offer a desktop financial and technical feasibility review, conceptual designs, bid reviews, and grant tracking support. Site Participants will be responsible for providing necessary drawings and site information for the Consultant, and participants will need to manage grants, financial incentives, and bidding process, and contract with microgrid providers unless Ava requests Consultant to support those services as outlined in Task 4.

1. Solar PV and Battery Energy Storage System (BESS) Feasibility Study
  - a. Meet with program participants to discuss feasibility scope, schedule, goals, informational needs, constraints, and preferences. Assumes virtual meeting.
  - b. Collect historical energy consumption data (via Utility Link portal or directly from Ava) and planned changes to site usage/energy efficiency measures for each site to estimate future energy consumption.
  - c. Create high-level conceptual designs of solar PV and BESS, including system size and location.
  - d. Develop Feasibility Study memorandum. Memo to include:
    1. Draft conceptual system designs.
    2. High-level project schedule and critical milestones.
    3. Estimate of system cost and approximate value of energy.
    4. Potential project grants and incentives
    5. Estimated lifetime project cost/savings under up to two financing scenarios: direct cash purchase and power purchase agreement (PPA)
    6. Virtual meeting with participant to review and discuss the memo results.
2. Third-Party Bid Review
  - a. Meet with the program participant to discuss proposed project and background on vendor proposal.
  - b. Provide questions to program participant for vendor response. Develop Third-Party Bid Review memorandum. Memo to include:
    1. Estimated lifetime project cost/savings under preferred financing scenario.
    2. Comparison of project cost and savings.
    3. Potential project grants and incentives.
    4. Recommendation for next steps with project.
    5. Key considerations for entering into a contract with vendor.
3. Grant and Incentive Support

- a. NV5 will research key grants and incentives available semiannually for the duration of the engagement. The general characteristics of these grants will be summarized and added to the handbook or similar documentation for use by Site Participants.

**Deliverables**

- H. One (1) Feasibility Study memo per site
- I. One (1) Third-Party Bid Review memo per site
- J. Key Grant and Incentive Database updated semiannually, initial Database to be provided at NTE + 4 months

**Task 4: Additional Services**

At Ava’s direction, the Consultant may perform additional services for participants, contingent upon written approval from Ava.

1. Site Visits
  - a. Consultant will provide site visits for particularly complex sites that may include:
    - Electrical service and panel review
    - Interconnection approach
    - Service upgrade assessment
    - Essential load panel needs
    - Physical siting of BESS
    - Structural and roofing assessment for rooftop solar
    - Setbacks and utility conflict investigation
    - Documentation of findings for use by Applicant in soliciting bids
2. Vendor Qualification and Contractor Support
  - a. Consultant will provide contracting assistance with the contractor and the pSite Participant in addition to the bid review. Consultant will review technical elements of the contract (scope of work, schedule, performance guarantee, pricing, and exclusions for alignment with the contractor proposal and initiative requirements.
3. Site Participant Bid Financial Analysis
  - a. Consultant will update the financial analysis after bid review.
4. EV Charging Resiliency Evaluation
  - a. Consultant will evaluate the additional load of adding EV charger, their compliance with Title 24, and the corresponding project financial impacts.
  - b. Requires Task 4.3 Site Participant Bid Financial Analysis to be completed as well.
5. Resilience hub monitoring



- a. Consultant will conduct on-site verification of Resiliency Hub operational compliance.

**Deliverables**

- K. Site visit: Site visit form (photo log with descriptions)
- L. Vendor Qualification and Contractor Support: Redlined form
- M. Site Participant Bid Financial Analysis: Detailed financial analysis section added to the feasibility memo
- N. EV Charging Resiliency Evaluation: Update feasibility memo.
- O. Resilience hub monitoring