



### Consent Item 7

<b>To:</b>	Ava Community Energy Authority
<b>From:</b>	Sean Alexander, IT Project Manager
<b>Subject:</b>	<b>Approving a Resolution of the Board of Directors of the Ava Community Energy Authority Authorizing the CEO to Execute a Fifth Amendment to the Consulting Services Agreement With PC Professional, Inc.</b>
<b>Date:</b>	February 19, 2025

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#### **Summary/Recommendation**

Adopt a Resolution authorizing the CEO to negotiate and execute an Amendment to the Consulting Services Agreement (“CSA”) with PC Professionals to increase the compensation by \$100,000 for the current Fiscal Year of 2024/2025.

#### **Financial Impact**

Increasing the not to exceed (“NTE”) for Fiscal Year 2024/2025 by \$100,000 for a total NTE of \$520,000 for the CSA.

#### **Analysis and Context (with deadlines as applicable)**

Ava currently has an active CSA with PC Professional, an IT services provider responsible for managing IT functions and user support both remotely and in the Ava office. An Amendment for Fiscal Year 2024/2025 added \$100,000 in compensation; however, due to increased IT needs, we have already surpassed this amount by \$24,000.

To ensure uninterrupted IT support for the organization, we are requesting an Amendment to the existing CSA to add an additional \$100,000 for Fiscal Year 2024/2025, bringing the total NTE amount for Fiscal Year 2024/2025 to \$200,000 and a total NTE of \$520,000 for the CSA.

This request aligns with Ava's operational priorities, given the critical role IT services play in supporting our employees and maintaining organizational productivity.

### **Background and Selection Process**

PC Professional was selected after the solicitation of three verbal quotes, and they have been a trusted partner, consistently meeting our IT needs and ensuring high-quality service.

### **Scope and Timeline:**

The Amendment would cover the remainder of the Fiscal Year (FY 24/25), allowing PC Professional to continue providing:

- Helpdesk support for Ava employees.
- Maintenance and troubleshooting of office IT infrastructure.
- Proactive management of hardware, software, and cybersecurity requirements

### **Deadline**

Approval is required by February 19, 2025 to avoid any service interruptions.

### **Attachments**

- A. Resolution
- B. Draft CSA Amendment

**RESOLUTION NO. R-2025-XX**

**A RESOLUTION OF THE BOARD OF DIRECTORS**

**OF THE AVA COMMUNITY ENERGY AUTHORITY AUTHORIZING THE  
CEO TO EXECUTE A FIFTH AMENDMENT TO THE CONSULTING  
SERVICES AGREEMENT WITH PC PROFESSIONAL, INC.**

**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** Ava would like to increase the not to exceed (“NTE”) compensation to PC Professional, Inc. (“PC Pro”) for their continued information technology (“IT”) services, including managing IT functions and user support both remotely and in the Ava office;

**WHEREAS** Ava executed a Consulting Services Agreement (“CSA”) with PC Pro on July 1, 2020, to provide IT support services and hardware and software procurement to Ava with compensation not to exceed \$30,000. On June 30, 2021, Ava entered a First Amendment to the CSA for the purposes of adding \$90,000 to the NTE, updating the scope of work, and extending the term to June 30, 2022. On June 30, 2022, Ava entered a Second Amendment to the CSA for the purposes of adding \$100,000 to the NTE and extending the term to June 30, 2023. On June 30, 2023, Ava entered a Third Amendment to the CSA for the purposes of adding \$100,000 to the NTE and extending the term to June 30, 2024. On June 30, 2024, Ava entered into a Fourth Amendment to the CSA for the purposes of adding \$100,000 to the NTE and extending the term to June 30, 2025;

**WHEREAS** As of January 2025, Ava has surpassed the \$100,000 added NTE for Fiscal Year (“FY”) 2024/2025 by \$24,000;

**WHEREAS** Adding compensation to the NTE is necessary to ensure continued support from PC Pro; and

**WHEREAS** Ava desires to amend the CSA to add \$100,000 to the NTE for FY 2024/2025.

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

Section 1. The Board hereby authorizes the Chief Executive Officer to negotiate and execute a Fifth Amendment to the CSA, subject to the approval of General Counsel, with PC Pro for additional compensation up to the amount of \$100,000 for a total compensation amount not to exceed \$520,000.

ADOPTED AND APPROVED this 19<sup>th</sup> day of February, 2025.

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Jack Balch, Chair

ATTEST:

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Adrian Bankhead, Clerk of the Board

**Fifth Amendment to Consulting Services Agreement by and Between Ava Community Energy Authority and PC Professional, Inc.**

This Fifth Amendment to the Agreement with PC Professional, Inc. for Consulting Services (“Fifth Amendment”) is made this [day] day of February 2025, by and between the Ava Community Energy Authority, a Joint Powers Agency formed under the laws of the State of California (“Ava”) and PC Professional, Inc. (“PC Pro”), 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 PC Pro entered into that certain Consulting Services Agreement dated July 1, 2020 (“Agreement”), wherein PC Pro agreed to provide information technology (IT) support services and hardware and software procurement to Ava, with compensation not to exceed \$30,000.
- B. Ava and PC Pro entered into that certain First Amendment to the Agreement dated June 30 2021 (“First Amendment”) for the purposes of adding \$90,000 in additional compensation, updating the scope of work, and extending the term to June 30, 2022.
- C. Ava and PC Pro entered into that certain Second Amendment to the Agreement dated June 30, 2022 (“Second Amendment”) for the purposes of adding \$100,000 in additional compensation and extending the term to June 30, 2023.
- D. Ava and PC Pro entered into that certain Third Amendment to the Agreement dated June 30, 2023 (“Third Amendment”) for the purposes of adding \$100,000 in additional compensation and extending the term to June 30, 2024.
- E. Ava and PC Pro entered into that certain Fourth Amendment to the Agreement dated July 1, 2024 (“Fourth Amendment”) for the purpose of adding \$100,000 in additional compensation, extending the term to June 30, 2025, and update reference to Ava.
- F. Ava and PC Pro now desire to amend the Agreement to add additional compensation, increasing the not-to-exceed amount by \$100,000 for the term of July 1, 2024 to June 30, 2025.

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

1. Section 6.1 of the Agreement (“Compensation and Payment”) is amended in part to increase the total compensation of the Agreement by \$100,000 for a total amount not to exceed Two Hundred Thousand Dollars (\$20,000).
2. Section 14.7 of the Agreement (“Notices”) is amended in part to include [Legal@avaenergy.org](mailto:Legal@avaenergy.org) as a required additional recipient for Ava.

3. Exhibit E (“Compensation/Budget”) of the Agreement is replaced in its entirety by Exhibit E, attached hereto.
4. All other terms and conditions in the Agreement not otherwise modified by this Fifth 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

PC Professional Inc.  
A California Corporation

\_\_\_\_\_  
Howard Chang  
Chief Executive Officer

\_\_\_\_\_  
Joe Santorsiero  
Vice-President

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

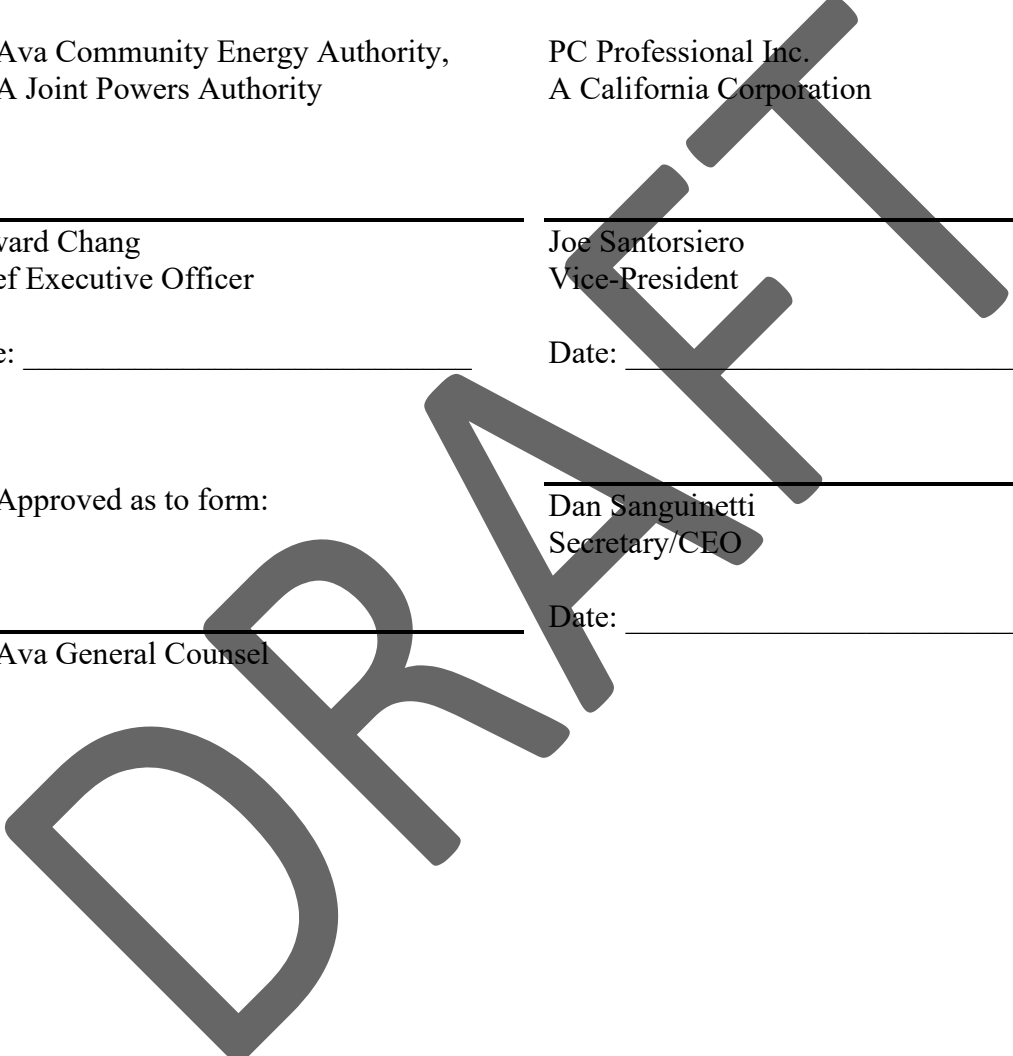
Date: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Dan Sanguinetti  
Secretary/CEO

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

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



**Exhibit E**

**Compensation/Budget**

Ava shall compensate Consultant for services provided under this Agreement as follows:

Services performed under this Agreement will be billed at a rate of \$135 per hour.

Total compensation to be paid to the Consultant under this Agreement shall not exceed \$520,000;

- \$200,000 for the fiscal year from July 1, 2024 to June 30, 2025,
- \$100,000 for the fiscal year from July 1, 2023 to June 30, 2024,
- \$100,000 for the fiscal year from July 1, 2022 to June 30, 2023,
- \$90,000 for the fiscal year from July 1, 2021 to June 30, 2022,
- \$30,000 for the fiscal year July 1, 2020 to June 30, 2021.

This not to exceed amount does not apply to the cost of hardware or software procured by the Consultant, which shall be purchased and invoiced separately from the fees for hourly services provided under this Agreement.

DRAFT