



Consent Item 9

To:	Ava Community Energy Authority
From:	Jenelle Feole, Salesforce Lead
Subject:	<i>Approving a Resolution of the Board of Directors of Ava Community Energy Authority Authorizing the CEO to Execute an Amendment to the Consulting Services Agreement with Coastal Cloud, LLC</i>
Date:	February 19, 2025

Summary/Recommendation

This Staff Report proposes increasing the not-to-exceed amount in the Consulting Services Agreement with Coastal Cloud LLC by \$50,000 for a total Not To Exceed (“NTE”) amount of \$149,900, to provide additional Salesforce Developer consulting services to support local development and regulatory compliance management projects.

Financial Impact

The additional \$50,000 being added to the Consulting Services Agreement will increase the total NTE to \$149,900.

Analysis and Context (with deadlines as applicable)

As a result of staff capacity limitations, Ava Community Energy has delayed the enhancement of the Regularly Compliance Management (“RMC”) software application, motivating Ava to outsource software consulting work to Coastal Cloud LLC.

Coastal Cloud, LLC provides the Salesforce developers necessary to maintain the RCM software application and to assist feedback requests. The additional \$50,000 will allow Coastal Cloud, LLC to continue with this scope of work for the duration of the Consulting Services Agreement.

Attachments

- A. Resolution
- B. Consulting Services Agreement Amendment template

RESOLUTION NO. R-2025-XX

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF AVA COMMUNITY ENERGY AUTHORITY AUTHORIZING THE CEO TO
EXECUTE AN AMENDMENT TO THE CONSULTING SERVICES
AGREEMENT WITH COASTAL CLOUD, LLC**

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 desires to increase the not to exceed (“NTE”) compensation to Coastal Cloud, LLC, to provide additional Salesforce Developer services to support local development and regulatory compliance management projects;

WHEREAS Ava executed a Consulting Services Agreement (“CSA”) with Coastal Cloud, LLC on December 1, 2024, to provide services related to the design, development, and deployment of various Salesforce applications to Ava, with compensation not to exceed \$99,900;

WHEREAS The CSA is projected to be insufficiently funded to meet the new requirements for the Salesforce team; and

WHEREAS Ava desires to amend the CSA to add \$50,000 to the NTE for a total NTE of \$149,900.

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 an Amendment to the CSA, subject to the approval of General Counsel, with Coastal Cloud LLC for additional compensation up to the amount of \$50,000 for a

total compensation amount not to exceed \$149,900.

ADOPTED AND APPROVED this 19th day of February, 2025.

Jack Balch, Chair

ATTEST:

Adrian Bankhead, Clerk of the Board

First Amendment to Consulting Services Agreement by and Between Ava Community Energy Authority and [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.

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

1. Section [#] of the Agreement (“Term”) is amended to extend the term of the Agreement through [new date].
2. 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]).
3. Section [#] of the Agreement (“Notices”) is amended in part to include Legal@avaenergy.org as a required additional recipient for Ava.

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]

Ava General Counsel

Date:

—

Exhibit A
Scope of Work

[Insert text here]

DRAFT

Exhibit B

Schedule

[Insert text here]

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Exhibit E

Compensation/Budget

[Insert text here]

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