



Consent Item 11

To:	Ava Community Energy Authority
From:	Chris Eshleman, Director of Energy Analytics and Electric Supply
Subject:	Adopting a Resolution of the Board of Directors of Ava Community Energy Authority Authorizing the CEO to Negotiate and Execute a Fourth Amendment (“Amendment D”) to the SmartBidder Master Agreement (“the Agreement”) - Software as a Service with Ascend Analytics
Date:	June 17, 2026

Recommendation

Adopt a Resolution authorizing the Chief Executive Officer to negotiate and execute a Fourth Amendment to the SmartBidder Master Agreement for Software-as-a-Service (SaaS) bid optimization services with Ascend Analytics LLC (“Ascend”). The proposed Fourth Amendment would renew the Agreement for a one-year term and continue software and support services for all covered storage and renewable generation assets. The Amendment would authorize a not to exceed amount of \$336,110 for the renewal term for the Agreement.

The original Agreement was executed on June 22, 2023, and subsequently amended on March 21, 2024, March 20, 2025, and September 19, 2025 (collectively, the “Agreement”). The proposed Fourth Amendment will ensure continuity of bid optimization services that support Power Resources’ participation in wholesale energy markets and ongoing portfolio optimization activities. The Fourth Amendment will also establish a framework for future annual renewals, transition identified project licenses to annual invoicing, reconcile prior invoices to confirm proper application of applicable discounts, continue application of the existing multi-project discount, and amend Exhibit A (Statement of Services, Support, and Service Level Agreement) of the Agreement to reflect the renewal pricing schedule for the covered projects.

Financial Impact

The proposed Fourth Amendment will renew the existing SmartBidder Master Agreement for a one-year renewal term beginning June 24, 2026 and ending June 23, 2027 at a cost not to exceed \$336,110. Staff evaluated the renewal pricing and determined it to be competitive with, and generally below, comparable market offerings for energy storage and renewable asset optimization software and related support services.

Analysis and Context

Renewal of the Agreement with Ascend will ensure continuity of critical bid optimization and asset management services for an additional one-year renewal term. Continued use of a centralized optimization platform reduces operational redundancies, streamlines workflows, and enhances the efficient management of Ava's storage and renewable generation assets.

Attachments

- A. Resolution Authorizing the CEO to Negotiate and Execute a Fourth Amendment to the Software as a Service SmartBidder Master Agreement with Ascend Analytics LLC
- B. Consulting Services Agreement Amendment

RESOLUTION NO. R-2026-XX

A RESOLUTION OF THE BOARD OF DIRECTORS

**OF AVA COMMUNITY ENERGY AUTHORITY AUTHORIZING THE CEO TO
NEGOTIATE AND EXECUTE A FOURTH AMENDMENT TO THE SMARTBIDDER
MASTER AGREEMENT - SOFTWARE AS A SERVICE WITH ASCEND ANALYTICS**

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; and

WHEREAS Ava and Ascend Analytics LLC (“Ascend”) previously entered into a Master Agreement – Software as a Service for storage and renewable bid optimization software services dated June 22, 2023, which was first amended on March 21, 2024, subsequently amended on March 20, 2025, and further amended on September 19, 2025 (collectively, the “Agreement”); and

WHEREAS the Agreement provides software and support services that enable centralized optimization and management of Ava’s storage and renewable generation assets in support of Power Resources’ operational and market participation objectives; and

WHEREAS Ava desires to renew the Agreement for an additional one-year renewal term beginning June 24, 2026 and ending June 23, 2027, to ensure continuity of operations, maintain existing functionality and services, and continue efficient management and optimization of portfolio resources through a centralized platform; and

WHEREAS Ava and Ascend desire to establish a framework for annual renewals, transition identified project licenses to annual invoicing, reconcile prior invoices, continue the existing multi-project discount, and amend Exhibit A (Statement of Services, Support, and Service Level Agreement) of the Agreement to reflect the renewal pricing schedule; and

WHEREAS Ava and Ascend desire to increase the Agreement amount by an amount not to exceed \$336,110 for the renewal term.

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

Section 1. The Board of Directors hereby authorizes the Chief Executive Officer to negotiate and execute, subject to approval by General Counsel, a Fourth Amendment to the Agreement to renew the Agreement for an additional one-year renewal term beginning on June 24, 2026 and ending on June 23, 2027, add additional terms to the Agreement regarding renewals and billing, and increase the Agreement amount by an amount not to exceed \$336,110.

ADOPTED AND APPROVED this 17th day of June 2026

Betsy Andersen, Chair

ATTEST:

Adrian Bankhead, Clerk of the Board

AMENDMENT D

2026 RENEWAL AND TERM AMENDMENT

This Amendment D (this "**Amendment**") to the Master Agreement - Software as a Service dated June 22, 2023 (the "**Master Agreement**"), as amended by Amendment A dated March 21, 2024, Amendment B dated March 20, 2025, and Amendment C dated September 19, 2025 (collectively, the "**Agreement**"), is made and effective as of [_____], 2026 (the "**Amendment Effective Date**"), by and between Ascend Analytics LLC ("**Ascend**") and Ava Community Energy Authority, formerly known as East Bay Community Energy Authority ("**Ava**" or "**Licensee**"). Ascend and Ava are each referred to individually as a "**Party**" and collectively as the "**Parties**."

WHEREAS, Pursuant to Section 6.1 of the Master Agreement, the Agreement is currently scheduled to expire at the conclusion of the existing renewal term in June 2026;

WHEREAS, the Parties desire to preserve continuity of services under the Agreement for an additional renewal term through June 23, 2027, consolidate the renewal of the covered SmartBidder resources into this Amendment, establish a renewal framework for future annual renewals, continue application of the existing multi-project discount, transition the identified project licenses to annual invoicing, reconcile prior invoices to confirm proper application of applicable discounts and amend Exhibit A to reflect the renewal pricing schedule for the covered projects;

NOW, THEREFORE, in consideration of the mutual promises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

- 1. Amendment to Section 6.1 (Term).** Section 6.1 of the Master Agreement is hereby deleted in its entirety and replaced with the following:

"6.1 Term. This Agreement is legally binding as of the Effective Date and shall continue for two (2) years (the "Initial Term") unless extended, renewed, or sooner terminated as provided herein. Following the Initial Term, and unless otherwise terminated as provided herein, this Agreement may be renewed for successive one (1) year renewal terms (each, a "Renewal Term") by written agreement of the Parties. Each Renewal Term shall be subject to the pricing and other terms, set forth in the applicable written renewal document. For avoidance of doubt, no Renewal Term shall arise automatically unless expressly stated in a written agreement signed by the Parties."

- 2. Amendment to Exhibit A; Multi-Project Discount; Pricing Treatment; Reconciliation.** Exhibit A (Statement of Services, Support, and Service Level Agreement) to the Agreement is hereby amended, in part, as follows:

“Ascend shall provide renewed SmartBidder Premium bid optimization Software licenses to Ava for the resources listed below for the renewal term beginning June 24, 2026, and ending June 23, 2027 (the “2026 Renewal Term”). The annual license fees below apply the twenty percent (20%) multi-asset discount structure under the Agreement to the applicable renewed resources and include a two percent (2.0%) CPI adjustment for the 2026 Renewal Term. Ascend shall invoice the license fees annually, and Ava shall pay undisputed amounts in accordance with the payment terms of the Agreement. Within sixty (60) days following the Amendment Effective Date, the Parties shall reconcile invoices issued under the Agreement to verify proper application of the applicable multi-project discount to each Project from the date such Project became eligible for the discount. Any overpayments identified through such reconciliation shall be refunded or credited against future invoices at Ava’s election.”

Project Name	Renewal Term	Monthly Fee Basis (inclusive of applicable discount)	CPI Adjustment	Annual License Fee	Billing Frequency
Tumbleweed	6/24/2026 - 6/23/2027	\$3,600.00	2.0%	\$44,064.00	Annual
Scarlett 1	6/24/2026 - 6/23/2027	\$4,760.00	2.0%	\$58,262.40	Annual
Daggett 3	6/24/2026 - 6/23/2027	\$4,260.00	2.0%	\$52,142.40	Annual
Sun Pond	6/24/2026 - 6/23/2027	\$6,680.00	2.0%	\$81,763.20	Annual
Kola II	6/24/2026 - 6/23/2027	\$8,160.00	2.0%	\$99,878.40	Annual

For the 2026 Renewal Term, Ascend shall continue to provide the applicable Services, support, service levels, training, data access and extraction rights, data privacy and information security obligations, confidentiality obligations, insurance, indemnity, and other obligations under the Agreement for the renewed resources, except as expressly amended by this Amendment.”

3. Annual Billing. Commencing with the 2026 Renewal Term, Ascend shall invoice Ava annually in advance for the Project fees set forth in Exhibit A-1. No invoice may be issued earlier than the first day of the

applicable Renewal Term unless otherwise agreed in writing by Ava. Ava shall pay undisputed amounts due under a properly submitted invoice within thirty (30) days following receipt of such invoice in accordance with the payment provisions of the Agreement. Ava's payment obligation shall remain subject to all rights, remedies, offsets, credits, invoice review rights, and dispute rights contained in the Agreement. The Parties acknowledge that the annual invoicing structure established by this Amendment is being implemented in consideration of (i) the reduction of the annual CPI adjustment from 2.8% to 2.0%, and (ii) Ascend's obligation to provide the Services continuously throughout the entire applicable Renewal Term. Annual fees invoiced pursuant to this Section shall be deemed earned by Ascend on a ratable monthly basis over the applicable Renewal Term as Services are actually performed and delivered. No annual fee shall be deemed fully earned upon receipt of payment by Ava. If the Agreement or any Project-specific Services are terminated, expire, suspended, discontinued, or otherwise cease prior to the end of the applicable Renewal Term for any reason permitted under the Agreement, Ascend shall promptly refund to Ava all prepaid fees allocable to the portion of the Renewal Term for which Services were not provided. Such refund shall be calculated on a pro rata daily basis and shall be paid to Ava within thirty (30) days following the effective date of such termination, expiration, suspension, discontinuation, or cessation of Services. Ava's payment of an annual invoice shall not constitute acceptance of deficient Services, waiver of any claim, waiver of any service-level credits, waiver of any indemnification rights, or waiver of any other rights or remedies available under the Agreement or applicable law. Any credits, overpayments, refunds, service-level credits, pricing adjustments, or discount reconciliation amounts owed to Ava under the Agreement may, at Ava's sole election, be refunded directly to Ava or applied against future invoices.

4. No Other Changes. Except as expressly amended by this Amendment, all terms and conditions of the Agreement remain in full force and effect. In the event of any conflict between this Amendment and the Agreement, this Amendment shall control solely with respect to the subject matter expressly amended herein. Notwithstanding the foregoing, upon execution of a written master services agreement expressly superseding and replacing the Agreement, the Agreement and any corresponding amendments shall terminate and be replaced by such successor agreement.

5. Counterparts; Electronic Signatures. This Amendment may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. Signatures transmitted electronically or by facsimile shall have the same legal effect as original signatures.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the Amendment Effective Date.

AVA COMMUNITY ENERGY AUTHORITY

ASCEND ANALYTICS LLC

By: _____

By: _____

Name: Howard Chang

Name: Matt Tormollen

Title: Chief Executive Officer

Title: Chief Executive Officer

Date: _____

Date: _____

Approved as to form:

Ava General Counsel