



Staff Report Item 11

To:	Ava Community Energy Authority
From:	Annie Henderson, Chief Customer Officer
Subject:	Approving a Resolution Authorizing the CEO to Negotiate and Execute a Consulting Services Agreement with Deloitte & Touche LLP
Date:	November 19, 2025

Summary/Recommendation

This Staff Report proposes authorizing the CEO to negotiate and execute a contract with Deloitte & Touche LLP to develop Ava's Customer Programs Roadmap in order to establish a strategic framework that guides program design, prioritization, and investment decisions aligned with Ava's long-term decarbonization goals.

Financial Impact

The proposed contract term is 1 year with a not-to-exceed budget of \$560,000. The funding for this contract is proposed to be \$500,000 allocated for a Customer Programs Roadmap consultant in the FY 25/26 budget and up to an additional \$60,000 from previously allocated non-earmarked Local Development funds.

Analysis and Context

Ava Community Energy has allocated over \$100M to Fund Local Development activities that support beneficial energy programs within our community. Ava has offered a wide variety of energy-related programs and services to our customers and municipal members since launch in 2018, and currently has active programs in the market and under development for near-term launch, including Ava Bike Electric (e-bike rebate program), SmartHome Charging (EV managed charging program), Ava Charge (DC fast charging sites), Critical Municipal Facilities, Health-e Communities Pilot, Building Efficiency Accelerator, SmartHome Battery (a solar &

storage incentive program), and Resilience Hub initiative. While some of these programs will remain active for many years to come, staff have identified the need to initiate a strategic planning process to determine how customer programs and services should look during the next 5 years (2027-2032). A strategic plan is necessary to a) identify key goals and priorities, b) support resource planning, and c) promote collaboration with stakeholders such as our member cities and counties, regional energy networks, and other community stakeholders.

Request for Proposals

In September 2025, Ava issued a Request for Proposals (RFP) seeking a consultant team to develop the Customer Programs Roadmap, the name for Ava's strategic planning effort for customer programs. The Roadmap will establish a long-term strategic planning framework to guide program design and deployment for the 2027-2032 period. The outcome of this Roadmap will be to align Ava's customer program portfolio with its long-term decarbonization goals.

The RFP outlined a scope of work which included internal and external assessments, stakeholder engagement, program concept development, portfolio development, metrics design, and development of the final Roadmap. The consultant teams were expected to provide technical expertise in decarbonization programs and also facilitation and strategic planning capabilities to help translate stakeholder input into an actionable plan.

Procurement and Evaluation Process

The RFP was open from September 6-September 29, 2025. Seven proposals were received, of which five met all minimum required qualifications and moved forward to the full review. Staff evaluated all conforming proposals using the scoring rubric that was included in the RFP, which included six categories:

- Understanding of scope and goals
- Technical expertise and methodology
- Project management and facilitation experience
- Stakeholder engagement approach
- Cost
- Alignment with Ava's procurement preferences

Three bidders were selected for interviews based on the strength of their proposed approach and qualifications in line with the scoring rubric.

Interview Process

The interviews were conducted in mid-October 2025. Each bidder was asked to prepare a presentation with the following items

- Overview of proposal: Highlight understanding of Ava's goals, proposed methodology, schedule, and team structure
- Portfolio development process: Demonstrate full methodology using examples
- Stakeholder engagement strategy: Describe the engagement approach, integration with portfolio development, managing conflicting priorities, and aligning with Ava's existing public meeting structure.

After these interviews, staff requested additional details from two of the highest-ranked teams to clarify project management structure, stakeholder engagement scope, and program concept development processes.

Selection

Based on the written evaluations, interviews, and clarification responses, staff recommends moving forward with the Deloitte team as the consultant to develop the Customer Programs Roadmap.

Deloitte is a global consulting firm with extensive experience in strategic planning and decarbonization program development for utilities and government agencies. They advise 92% of Fortune 1000 power and utility companies and have supported more than 1000 public-sector entities nationwide. Deloitte's recent work includes developing implementation guidance for Virginia's \$160 million Solar for All award and designing customer-focused electrification and efficiency programs in Wyoming. In California, their clients include Southern California Edison, Los Angeles Department of Water and Power, Sacramento Municipal Utility District, the City of Stockton, and San Jose Clean Energy.

The Deloitte team includes:

- **Powerhouse Innovations:** An Oakland-based consulting firm that provides real-time insights into emerging clean energy technologies to accelerate decarbonization goals. Powerhouse will play a critical role on the market assessment for the Roadmap, identifying technology trends and opportunities. Their expertise will help Ava not only take inventory of existing programs but also understand the next wave of technologies.
- **Kearns & West (KW):** A Bay-Area based firm with deep expertise in designing and executing comprehensive stakeholder and community engagement strategies across California. KW brings extensive experience working with communities in the San Joaquin Valley, including rural and agricultural regions, as well as Alameda County, with clients such as the Bay Area Air Quality Management District, ensuring engagement efforts are inclusive, credible, and locally grounded.
- **E/J Solutions (EJ):** An Oakland-based firm that specializes in equitable community engagement, planning, and program implementation. EJ brings a strong understanding of East Bay communities and has a proven record of developing engagement processes with diverse voices. Recent work includes conducting focus groups on behalf of the California Energy Commission's Tactical Gas Decommissioning project, and executing an equitable community engagement process for the City of Oakland's 2030 Climate Action Plan.

During both the proposal and interview phases, Deloitte clearly demonstrated a deep understanding of Ava's objectives and the complexity of aligning customer programs with organizational and stakeholder priorities.

Their approach stood out in the following ways:

- **Strategic portfolio development:** Deloitte's proposed methodology begins with establishing clear organizational objectives and measurable goals before moving to program concept development. Their approach anchored on getting clarity and

alignment by incorporating feedback from engagement activities and clearly integrating it into the Roadmap.

- Comprehensive stakeholder engagement: Deloitte presented a robust engagement strategy led by their local partners, K&W, and E/J Solutions who bring deep experience in both Alameda and San Joaquin counties. See more below on the engagement approach.
- Strong project management and delivery capacity: Deloitte's project delivery team is highly experienced, with proven track records of managing large-scale planning efforts with accelerated timelines. Their proposed schedule delivers the Roadmap by August 2026, several months ahead of Ava's target of October 2026, which allows for flexibility.
- Depth of expertise: The proposed team has more than 100 years of collective experience with strategic planning, market assessments, program design, and stakeholder engagement. Each organization and associated team member's role is clearly defined across all workstreams, and staff with relevant expertise are committed to the Roadmap.

Overall, Deloitte offered the most complete strategic approach to a complex planning context, identified an experienced team, and proposed a clear plan to deliver the Roadmap informed through engagement on schedule.

Stakeholder Engagement Approach

The Deloitte team proposed a relationship-based, locally-grounded engagement strategy that is designed to incorporate input across Ava's service territory. Their approach leverages trusted local organizations as "engagement anchors" which include groups in Alameda County and San Joaquin Valley.

Their partners KW and E/J Solutions bring deep experience with engaging communities in the East Bay and San Joaquin regions. The team proposed to collaborate with community-based organizations and advocacy networks to conduct focus groups, informational listening sessions, and a multilingual survey to gather input. Their engagement model emphasizes culturally responsive and multilingual communications that will allow the team to meet communities where they are.

The team also proposed integrating Ava's Community Advisory Committee (CAC) into the process to provide feedback, to ensure alignment between one of Ava's key stakeholders and Roadmap development.

Stakeholder Engagement and Budget Considerations

To address the need for stakeholder engagement in the Customer Roadmap, Deloitte proposed two scenarios of stakeholder engagement (Baseline and Enhanced) that differ in cost, number of engagement activities, and level of effort across activities such as:

- Focus groups: small, topically-focused discussions with community organizations and key stakeholders.
- Community listening sessions: Broader sessions to hear the voice of customers directly in their own words, providing context on Ava and the intent of the Customer Roadmap.
- Survey: General customer survey to provide an additional channel for customers to provide information to Ava, enhancing direct customer engagement beyond customers who can attend listening sessions.

- Synthesis and integration: Time to identify and analyze information across all engagement channels and uncover themes to inform program concepts and portfolio design, and develop approaches to incorporate key findings into the Roadmap.

Table 1: Stakeholder Engagement Budget Comparison

Scenario	Total NTE Amount	Engagement Activities
Baseline	\$500,000	• 5 focus groups (one dedicated to ad-hoc CAC) • 2 community listening sessions (includes 2 facilitators and translation) • Stakeholder Map and Engagement Strategy • Development and integration of findings from engagement into Roadmap
Enhanced (Staff recommended)	\$560,000	• 5 focus groups (one dedicated to ad-hoc CAC) • 2 community listening sessions (includes 2 facilitators and translation) • Stakeholder Map and Engagement Strategy • Additional specialists to develop and integrate findings from engagement into Roadmap • General Customer Survey and survey findings analysis (English and two other languages supported) • Additional engagement with Ava SME's and expanded internal workshop ensuring coordination on Roadmap delivery • Dedicated time to integrate additional input across internal and external stakeholders

Rationale for Enhanced Approach

Staff recommends proceeding with the Enhanced scenario (NTE \$560k). This approach builds on the Baseline scenario by strengthening the breadth and depth of stakeholder input, as well as how stakeholder input is collected. As a result, stakeholder input will contribute more to the final product given additional work on synthesizing and translating stakeholder input into actionable insights for the Customer Programs Roadmap.

Specifically, the additional scope:

- Broadens the representation of community members not engaged in live sessions through the general survey.
- Improves the integration of feedback into the plan by dedicating additional time to analyze the inputs across all engagement channels, and allows for the development of approaches to leverage input into Roadmap actions.
- Creates stronger internal alignment by adding targeted engagement with Ava's SMEs and an expanded internal workshop, giving staff dedicated time to collectively interpret

stakeholder input and build organizational consensus before integrating it into the Roadmap.

While the Roadmap could still be completed with the Baseline scenario, it would leave little flexibility in the schedule and constrain the time available for synthesizing stakeholder input, which would risk important feedback not being fully integrated into the final Roadmap.

This approach represents up to a \$60,000 increase above Ava's existing \$500,000 FY25/26 allocation for this effort. However, staff recommends the additional spend given the importance of stakeholder engagement in this process. The additional \$60,000 would come from previously allocated non-earmarked Local Development funding.

Committee Feedback

Staff has presented to the Community Advisory Committee and Executive Committee in July and September on the development of the Customer Programs Roadmap RFP and general updates on status.

On November 5th, staff presented an update to the Executive Committee on the process, focused on the proposal responses related to engagement for the Roadmap, but did not include the final bidder selection. The Executive Committee was supportive of Ava's progress on this effort.

Attachments

- A. Resolution Authorizing the CEO to Negotiate and Execute a Consulting Services Agreement with Deloitte & Touche LLP
- B. Customer Programs Roadmap PowerPoint Presentation
- C. Ava Consulting Services Agreement template with draft scopes of work for Baseline and Enhanced Scenarios

RESOLUTION NO. R-2025-XX
A RESOLUTION OF THE BOARD OF DIRECTORS
OF AVA COMMUNITY ENERGY AUTHORITY AUTHORIZING THE CEO TO
NEGOTIATE AND EXECUTE A CONSULTING SERVICES AGREEMENT
WITH DELOITTE & TOUCHE LLP

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 in 2018, Ava established its Local Development Business Plan (LDBP) which identified strategies and priorities for local programs and investments through 2023, and

WHEREAS since launching, Ava has developed and implemented a wide variety of programs and services, including Ava Bike Electric, SmartHome Charging, Ava Charge, Critical Municipal Facilities, Health-e Communities, Building Efficiency Accelerator, SmartHome Battery, and the Resilience Hub Initiative, and

WHEREAS while some of these programs will continue to operate for several years, staff have identified the need for a strategic planning process to guide the next five years of customer programs to ensure Ava’s programs are aligned with its long-term decarbonization goals, and

WHEREAS the Customer Programs Roadmap will serve as a strategic framework to (a) identify key goals and priorities, (b) inform future resource planning, and (c) promote coordination and collaboration with stakeholders such as member agencies, regional energy networks, and community-based organizations, and

WHEREAS in Fiscal Year 2025-2026, the Board approved a budget allocation of \$500,000 to support consultant services for the development of the Customer Programs Roadmap, and in September 2025 staff issued a Request for Proposals (RFP) seeking qualified consultants for this work, and

WHEREAS after a competitive review process, staff recommend contracting with Deloitte & Touche LLP to develop the Customer Programs Roadmap based on their expertise in strategic planning for utilities and government entities, their robust stakeholder engagement approach, and their ability to deliver on an actionable portfolio that is aligned with Ava's goals.

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 a Consulting Services Agreement with Deloitte & Touche LLP for consulting services for the Customer Programs Roadmap for the amount not-to-exceed \$560,000 over a 1-year contract period.

ADOPTED AND APPROVED this 19th day of November 2025.

Betsy Andersen, Chair

ATTEST:

Adrian Bankhead, Clerk of the Board

Customer Programs Roadmap: Consultant Selection



Summary & Recommendation

Recommendation

- Authorize CEO to negotiate and execute a contract with Deloitte to develop Ava's Customer Programs Roadmap

Purpose

- To establish a strategic framework that guides future program design, prioritization, and investment decisions aligned with Ava's long-term decarbonization goals

Proposed Term

- 1 year (through October 2026)

Total NTE

- Up to \$560,000
 - \$500,000 allocated in FY 25/26
 - \$60,000 to be drawn from previously allocated non-earmarked Local Development funding
 - Additional \$60,000 supports expanded stakeholder engagement scope

Ava manages a Local Development Fund (~\$100 M) which supports energy-related programs across its service territory.

Since 2018, Ava has launched and managed programs including:

- Ava Bike Electric, SmartHome Charging, Ava Charge, Building Efficiency Accelerator, Resilience Hub Initiative, Health-e Communities, SmartHome Battery, and others.

Some programs will continue over the next several years, but a strategic roadmap for 2027-2032 is needed to:

- Identify goals and priorities
- Support resource planning
- Enhance alignment with member agencies, regional energy networks, and community partners

Issued

- September 2025

Purpose

- Develop a Customer Programs Roadmap for 2027–2032

Scope Included

- Internal and external assessments
- Stakeholder engagement
- Program concept and portfolio development
- Metrics design and final roadmap

Total Responses

- 7 proposals (5 conforming)

Evaluation Process

Proposal Evaluation Rubric

- Understanding of scope and goals
- Technical expertise and methodology
- Project management and facilitation
- Stakeholder engagement approach
- Cost
- Alignment with Ava's procurement preferences

Process

- Staff review of 5 conforming proposals
- 3 shortlisted teams invited to interviews in mid-October 2025
- Interviews evaluated on methodology, portfolio development approach, and engagement strategy

Recommended Consultant: Deloitte Team

Why Deloitte?

- Proven experience in strategic planning and decarbonization program development for utilities and governments nationwide
- Integrated approach that clearly aligns objectives, program concepts, and portfolio design
- Robust stakeholder engagement strategy led by local partners
- Clear and achievable schedule–roadmap completed by October 2026
- Qualified, well-resourced delivery team

Additional Team Members

- **Powerhouse Innovations (Oakland)**: Provides insight on emerging clean energy technologies and trends and will play a critical role in the market assessment development
- **Kearns & West (Bay Area)**: Designs and executes community engagement across California and has experience in the San Joaquin Valley
- **E/J Solutions (Oakland)**: Specializes in equitable, community-based engagement with deep East Bay expertise

Stakeholder Engagement Approach

Locally-grounded, relationship-based model acknowledging trusted “engagement anchors” in Alameda and San Joaquin counties

Multiple engagement formats

- **Focus groups:** small, topically-focused discussions with community organizations and key stakeholders designed to gather deeper qualitative insights and nuanced perspectives
- **Community listening sessions:** Broader sessions to hear the voice of customers directly in their own words, providing context on Ava and the intent of the Roadmap
- **General customer survey:** General customer survey to provide an additional channel for customers to provide information to Ava, enhancing direct customer engagement beyond customers who can attend listening sessions.

Strong emphasis on synthesizing stakeholder inputs and creating structured time for Ava staff to interpret feedback, ensuring insights directly shape program concepts and portfolio design.

Stakeholder Engagement Scenario Options

Attachment Staff Report Item 11B

Scenario	Total NTE Amount	Engagement Activities
Baseline	\$500,000	• 5 focus groups (one dedicated to ad-hoc CAC) • 2 community listening sessions (includes 2 facilitators and translation) • Stakeholder Map and Engagement Strategy • Development and integration of findings from engagement into Roadmap
Enhanced (Recommended)	\$560,000	• 5 focus groups (one dedicated to ad-hoc CAC) • 2 community listening sessions (includes 2 facilitators and translation) • Stakeholder Map and Engagement Strategy • General Customer Survey and survey findings analysis (English and two other languages supported) • Additional specialists to develop and integrate findings from engagement into Roadmap • Additional engagement with Ava SME's and expanded internal workshop ensuring coordination on Roadmap delivery • Dedicated time to integrate additional input across internal and external stakeholders

Outside of the Consultant scope, Ava will regularly update and engage the Board and CAC throughout the Roadmap process.

Scenario Recommendation

Staff recommend the **Enhanced scenario**, as it allows for:

- **Broader outreach:** Adds a general customer survey to capture input from residents who may not participate in live sessions (3 total languages)
- **Stronger synthesis:** Improves the integration of feedback into the plan by dedicating additional time to analyze the inputs across all engagement channels, and allows for the development of approaches to leverage input into Roadmap actions.
- **Better internal alignment:** Creates structured time for Ava's cross-functional teams to review and interpret stakeholder input before it is incorporated into the Roadmap, ensuring organizational consensus needed to deliver on the Roadmap.
- **Schedule flexibility:** Adds buffer that the Baseline does not provide, reducing the risk of rushing the synthesis and ensuring critical input is fully incorporated

The Enhanced Scenario requires up to an additional \$60,000 above the existing \$500,000 allocation. These funds that would come out of the FY 25/25 future programs budget. Staff recommends this investment given the importance of robust stakeholder engagement.

Next Steps

November 2025

- Finalize contract terms and scope
- Execute agreement

December 2025

- Project kickoff and stakeholder mapping

Early 2026

- Present more detailed stakeholder mapping and engagement plan



Attachments Staff Report Item 11C

2025 Consulting Services Agreement

Ava Community Energy Authority ("Ava")	Signature:	
	By:	
	Date:	
	Approval as to Form:	
	Address:	1999 Harrison Street, Suite 2300 Oakland, CA 94612
	Ava Notice Emails:	legal@avaenergy.org with a cc to:
	Relationship Manager:	
("Consultant")	Signature:	
	By:	
	Date:	
	Notice Address:	
	Phone:	
	Notice Address:	1999 Harrison Street, Oakland, California 94612, United States
	Notice Email(s):	
Effective Date	This Agreement is effective as of the date of signature by Ava.	
Expiration Date	This Agreement expires one (1) year after the Effective Date.	
Not To Exceed ("NTE")		
Summary		

June 2025 template.

This Consulting Services Agreement (the "Agreement") is made by and between Ava Community Energy Authority, a joint powers authority formed under the laws of the State of California ("Ava"), and the counterparty set forth above ("Consultant") as of the Effective Date. Ava and Consultant are herein referred to as "Parties" or individually as a "Party."

1. Recitals

- 1.1. Ava Recitals. Ava is an independent joint powers authority duly organized under the provisions of the Joint Exercise of Powers Act of the State of California (Government Code Section 6500 et seq.) with the power to conduct its business and enter into agreements.
- 1.2. Consultant Recitals. Consultant possesses the skill, experience, ability, background, certification and knowledge to complete the Work described in Section 3 of this Agreement pursuant to the terms and conditions described herein.

NOW THEREFORE, for good and valuable consideration, the amount and sufficiency of which is hereby acknowledged, the Parties to this Agreement, agree as follows:

2. Term. The term of this Agreement begins as of the Effective Date of this Agreement ends as of the Expiration Date, unless terminated earlier pursuant to Section 8 (Termination).
3. Scope of Work/Compliance with Laws and Regulations.
 - 3.1. Work. Consultant agrees to perform the scope of work (the "Work") in Exhibit A in accordance with the schedule in Exhibit B.
 - 3.2. Requirements. Consultant represents and warrants that it has the skill and expertise to perform the Work. Consultant agrees to obtain any and all necessary licenses, approvals or permits necessary to perform the Work.
 - 3.3. Legal Compliance. Consultant and its contractors, consultants, sub-suppliers, affiliates, agents and any other person or entity with whom the Consultant contracts in furtherance of this Agreement (collectively "Subconsultants") must comply with all federal, state and local laws and regulations in performing the Work under this Agreement. Without limiting the foregoing, if work required to be performed by the Consultant is a "public work" as defined in California Labor Code Section 1720, then pursuant to the provisions of Labor Code Sections 1725.5 and 1771, the Consultant shall be registered with the Department of Industrial Relations ("DIR"), and will pay and require subcontractors to pay the general prevailing rate of per diem wages and the general rate for holiday and overtime work in this locality for each craft, classification, or laborer or worker needed to perform this Agreement, as established by the DIR. As of the execution of this Agreement, these rates may be obtained at: <http://www.dir.ca.gov/OPRL/DPr/WageDetermination.htm>. Consultant shall provide a copy of prevailing wage rates to any subcontractor and/or Subconsultant hired by Consultant for this Agreement and shall pay the adopted prevailing wage rate as a minimum. Consultant shall comply with the provisions of Sections 1773.8, 1775, 1776, 1777.5, 1777.6, and 1815 of the Labor Code. Pursuant to the provisions of 1775 of the Labor Code, Consultant shall forfeit to Ava, as a penalty, the sum of \$200.00 for each calendar day, or portion thereof, for each laborer, worker, or mechanic employed, is paid less than the applicable prevailing wage rates for any work done under this Agreement, by them or by any subcontractor under them, in violation of the provisions of the Agreement.
4. Consultant Staffing. Exhibit C contains a list of Consultant's principal and all team members. Consultant will not change or substitute the principal or any team members or add additional team members without consultation with Ava.
5. Subconsultants.
 - 5.1. Approved Subconsultants. Consultant agrees to use only those Subconsultants listed on Exhibit D. Consultant shall notify Ava within a reasonable period of time of any changes, additions, or removals of a Subconsultant.
 - 5.2. Subconsultant Compliance. Consultant agrees to require all Subconsultants to comply with the terms of this Agreement, including without limitation, the public works requirements in Section 3.3, the insurance obligations under Section 9, the confidentiality requirements under Section 11, and the requirement to indemnify Ava as provided in Section 12.
6. Invoicing and Payment.
 - 6.1. Time and Materials. If the Work under this Agreement is to be performed on a time and materials basis, Consultant must submit invoices to Ava on a monthly basis, complete with the name of the individual that conducted the Work, the time spent, and a brief description of the tasks performed

during that time. If requested by Ava, Consultant must include the contract number provided by Ava and the total compensation remaining on the Agreement on each monthly invoice. Notification to Ava should be provided once the contract budget has been used up by 80% (including invoiced work and work that may not have been invoiced yet) the amount of which is set forth in Exhibit E. Invoices must be submitted to Ava by the 20th of the month following the month in which Consultant performed the Work.

- 6.2. Milestone. If the Work under this Agreement is to be performed on a task or project basis, the Consultant will submit an invoice within thirty (30) days of completing the project to the satisfaction of Ava for full payment, unless other arrangements have been made.
- 6.3. Markups. Ava will not agree to pay any markups on Subconsultant services or supplies unless such markups are included in Exhibit E, Compensation/Budget and such markups were included in Consultant's bid, if applicable.
- 6.4. Payment Processing. The following are conditions on Ava's obligation to process any payments under this Agreement:
 - 6.4.1. If the Consultant is a U.S. based person or entity, the Consultant must provide to Ava a properly completed Internal Revenue Service Form W-9 before Ava will process payment. If the Consultant is a U.S. based person or entity but has neither a permanent place of business in California nor is registered with the California Secretary of State to do business in California, the Consultant must provide Ava with a properly completed California Franchise Tax Board form related to nonresident withholding of California source income before Ava will process payment.
 - 6.4.2. If the Consultant is not a U.S. based person or entity, the Consultant must provide Ava with the applicable Internal Revenue Service form related to its foreign status and a California Franchise Tax Board form for nonresident withholding before Ava will process payment.
- 6.5. Payment. Ava agrees to pay undisputed invoices within forty-five (45) days of receipt. Invoices may be sent to Ava by U.S. mail or electronic mail to Accounts@avarenergy.com. Invoices will be deemed received on the next business day following the date of receipt via electronic mail or three days after receipt via U.S. mail. Notwithstanding anything to the contrary in this Agreement or any related document, Ava shall have no obligation to remit payment for fees in excess of the NTE.
- 6.6. Members. Ava, as the sole authority, is a state or public entity from its constituent members and will be solely responsible for all debts, obligations and liabilities accruing and arising out of this Agreement. Consultant acknowledges that it will have no rights and agrees not to make any claims, take any actions or assert any remedies against any of Ava's constituent members in connection with this Agreement.

7. Records Retention and Ownership of Work Product.

- 7.1. Records. The Consultant must retain all ledgers, books of accounts, invoices, vouchers, cancelled checks, background materials, or other records relating to its performance under this Agreement for a period of three (3) years following termination of this Agreement.
- 7.2. Ownership. Ava owns all rights, including without limitation, all licenses, copyrights, service marks and patents, in and to all Work Product(s), whether written or electronic, without restriction or limitation upon their use and immediately when and as created by the Consultant, any Subconsultants, or any other person engaged directly or indirectly by the Consultant to perform under this Agreement. "Work Product(s)" means all writings, reports, drawings, plans, data, video, media, photographs, renderings, plans, software, models, and other similar documents and materials developed or created by Consultant or its Subconsultants on behalf of or for use by Ava under this Agreement. All Work Product(s) will be considered "works made for hire," and together with any and all intellectual property rights arising from their creation will be and remain the property of Ava without restriction or limitation upon their use, duplication or dissemination by Ava. Consultant agrees not to obtain or attempt to obtain copyright protection in its own name for any Work Product.

8. Termination.

- 8.1. Upon Notice. Ava may terminate this Agreement for any reason by giving Consultant written notice. The termination notice may set the date of termination, but if no such date is given, termination is effective seven (7) days following the date of the written notice.
- 8.2. For Breach. Ava may terminate this Agreement immediately upon written notice for any material breach of this Agreement by Consultant or any of its Subconsultants. If Ava terminates this Agreement for cause and obtains the same services from another consultant at a greater cost, the Consultant is responsible for such excess costs in addition to any other remedies available to Ava.
- 8.3. Completion Option. Upon termination for any reason, Ava has the option of requiring the Consultant to complete work up to the date of termination or to cease work immediately. Ava has the further option to require Consultant to provide Ava any finished or unfinished Work or Work Product prepared by the Consultant up to the date of termination.
- 8.4. Payment. Ava will pay Consultant the reasonable value of services satisfactorily rendered by the Consultant to Ava up to the date of written notice of termination. If Ava authorizes Consultant to continue performing the Work through the date of termination, Ava will pay Consultant the reasonable value of services satisfactorily rendered up through the date of termination, providing such services are in compliance with the Compensation/Budget in Exhibit E.
- 8.5. Return of Work Product. Upon termination of this Agreement, and at no cost to Ava, Consultant, its Subconsultants and anyone working for Ava under control of Consultant must return all Work Product to Ava and cooperate with any subsequent consultant during any transition. Consultant may only retain copies of the Work Product by express written permission of Ava.

9. Insurance

- 9.1. Proof of Insurance. Consultant must procure, maintain and comply with the insurance requirements in Exhibit F throughout the full term of this Agreement. Consultant must provide proof of insurance either in the form of a certificate of insurance or, if requested by Ava, a copy of the insurance policy, prior to performing any work under this Agreement.
- 9.2. Ongoing Coverage. Consultant agrees to stay in compliance with the insurance coverage requirements during the term of this Agreement. Consultant must give Ava ten (10) days written notice and obtain Ava's written approval prior to making any modification that would reduce its insurance coverage.
- 9.3. Subconsultant Coverage. Consultant must either include Subconsultants under its insurance policies or require each Subconsultant to comply with the insurance obligations in Exhibit F.

10. No Discrimination or Conflict of Interest

- 10.1. Non-Discrimination. Consultant represents and warrants, on behalf of itself and its Subconsultants, that it has not and will not discriminate against anyone based on his/her age, color, religion, sex, sexual orientation, disability, race, national origin, or any other protected category under state or federal law.
- 10.2. Conflict of Interest. Consultant represents and warrants, on behalf of itself and its Subconsultants, that it is familiar with local, state and federal conflict of interest laws, that in entering into this Agreement it is not violating any of the conflict of interest laws, that it will avoid any conflicts of interest during the term of this Agreement, and that it will notify Ava immediately if it identifies any conflicts of interest. Consultant understands that violations of this Section 10 could result in immediate termination of this Agreement and disgorgement of compensation.

11. Confidentiality

- 11.1. Non-Disclosure. Except as authorized by Ava or as otherwise required by law, Consultant shall not disclose to any third party any draft or final Work Product, discussions or written correspondence between Consultant and its Subconsultants or discussions or written correspondence between Consultant and Ava staff. In the event Consultant receives a request from any third party requesting disclosure of any Work Product, discussions, communications or any other information Consultant is

prohibited from disclosing, Consultant will immediately notify Ava and wait for direction from Ava before disclosing the information.

- 11.2. Third Parties. For the purposes of this Section 11, "third party" refers to any person or group other than Ava staff and Board members. For example, "third parties" include community groups, Board advisory groups, other governmental agencies, other consultants or members of the community.
- 11.3. Confidentiality Survival. This Section 11 will survive the expiration or termination of this Agreement.
- 11.4. Public Records Act. **The Parties understand and agree that (1) this Consulting Services Agreement is subject to public disclosure under the California Public Records Act ("CPRA"); (2) a request pursuant to the CPRA may obligate Ava to disclose this Agreement, in whole or in part, to the requestor; and (3) Consultant is solely responsible for the inclusion of any information herein that Consultant may consider sensitive and should not include sensitive information within this Agreement.**

12. Indemnity

- 12.1. General Indemnity. Except with regard to any matter involving professional negligence, Consultant agrees, at its sole cost and expense, to indemnify, defend with counsel reasonably approved by Ava, and protect and hold harmless Ava, its officers, directors, employees, agents, attorneys, designated volunteers, successors and assigns, and those Ava agents serving as independent contractors in the role of Ava staff (collectively "Ava Indemnitees") from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, penalties, judgments, liens and losses of whatever nature ("Claims") that arise, directly or indirectly, in whole or in part, out of or are in any way related to Consultant's or Subconsultant's performance or failure to perform under this Agreement, regardless of whether the Consultant or its Subconsultants acted or failed to act intentionally, willfully, recklessly or negligently. Consultant agrees that its indemnity and defense obligations include all costs, including all attorney fees, expert fees, mediation, arbitration or court costs in connection with the defense. Consultant further agrees to indemnify, defend, protect and hold harmless Indemnitees from and against any breach of this Agreement and any infringement of patent rights, trade secrets, trade name, copyright, trademark, service mark or any other proprietary right of any person(s) caused by Ava's use of any services, Work Product or other items provided by Consultant or its Subconsultants under this Agreement.
- 12.2. Professional Negligence. With regard to any matter involving professional negligence, Consultant agrees, at its sole cost and expense, to indemnify, defend with counsel reasonably approved by Ava, and protect and hold harmless the Ava Indemnitees from and against any and all Claims to the extent arising out of or resulting from Consultant's or Subconsultant's negligence, recklessness, or willful misconduct. In no event shall the cost to defend charged to Consultant exceed the Consultant's proportionate percentage of fault.
- 12.3. Exceptions. Consultant's obligations in Subsections 12.1 and 12.2 do not apply to the extent any Claim results from the negligence or willful misconduct of the Ava Indemnitees.
- 12.4. Indemnitees. Except as limited by Subsection 12.2, Consultant's obligation to defend Ava applies to the maximum extent allowed by law and includes defending Indemnitees as set forth in California Civil Code sections 2778 and 2782.8.
- 12.5. Insurance. The Consultant's obligations under Section 12 apply regardless of the existence or amount of insurance the Consultant carries or has made available to Ava.
- 12.6. Indemnification Survival. The Parties agree that this Section 12 survives the expiration or earlier termination of the Agreement.

13. Consultant is an Independent Contractor

- 13.1. Relationship of the Parties. Consultant and its Subconsultant(s) are and at all times will be independent contractors. Consultant has complete control over its operations and employees and is not an agent or employee of Ava and must not represent or act as Ava's agent or employee.

Consultant agrees, on behalf of itself and its employees and Subconsultants, that it does not have any rights to retirement benefits or other benefits accruing to Ava employees, and expressly waives any claim it may have to any such rights.

- 13.2. Relationship of Subconsultants. As an independent contractor, Consultant has complete control over its Subconsultants. Subject to the requirements of Section 5 of this Agreement, Consultant is solely responsible for selecting, managing and compensating its Subconsultants, and for ensuring they comply with this Agreement.

14. Miscellaneous Terms and Conditions

- 14.1. Ava Authority. The Chief Executive Officer or his/her designee is authorized to take all actions under this Agreement, including without limitation, amendments that fall within the Chief Executive Officer's signing authority, termination or modification of terms.

- 14.2. Waiver. Waiver by either party of any one or more conditions, Sections, provisions or performance of this Agreement will not be a waiver of any other provision; nor will failure to enforce a provision or Section in one instance waive the right to enforce such provision or Section in the future. In no event will payment by Ava to Consultant constitute or be construed as a waiver by Ava of any breach or default of this Agreement, nor will such payment prejudice any of Ava's other rights or remedies.

- 14.3. Governing Law. Consultant and Ava agree that this Agreement will be interpreted under the laws of the State of California.

- 14.4. Venue. Any litigation resulting from this Agreement will be filed and resolved by a state court in Alameda County, California, or if appropriate, the federal courts in the Northern District of California located in San Francisco.

- 14.5. Audit Rights. All records and documents required to be kept pursuant to this Agreement must be made available for audit at no cost to Ava at any time during regular business hours, upon written request by Ava. Copies of such records or documents shall be provided to Ava at Ava's offices unless an alternative location is mutually agreed upon.

- 14.6. Recitals and Exhibits. The Recitals in Section 1 above are intentionally made a part of this Agreement. All Exhibits and any other documents incorporated by reference are a part of this Agreement.

- 14.7. Notices. Notices to Ava shall be effective upon delivery to all email addresses in Ava Notice Emails, above. Any notices required to be given to Contractor under this Agreement must be made in writing and may be delivered a) personally, in which case they are effective upon receipt; b) by U.S. Mail, in which case they are effective three (3) days following deposit in the U.S. Mail, unless accompanied by a return receipt in which case, they are effective upon the date on the receipt; or c) by electronic mail, in which case they are effective upon confirmation of receipt, and if no confirmation of receipt, they are effective one day after transmission. All notices to Contractor must be sent to the Notice Address or Notice Email(s).

- 14.8. Assignment. Except to the extent this Agreement authorizes Consultant to use Subconsultants, Consultant will not assign any part of this Agreement without Ava's prior written consent. Ava, at its sole discretion, may void this Agreement if a violation of this provision occurs.

- 14.9. Integrated Agreement. The Recitals, this Agreement and the Exhibits attached to this Agreement contain the complete understanding between Ava and Consultant and supersedes any prior or contemporaneous negotiations, representations, agreements, understandings and statements, written or oral respecting the Work up through the Effective Date of this Agreement.

- 14.10. Amendments. Any and all amendments or modifications to this Agreement must be made in writing and signed by each Party before such amendment will be effective.

- 14.11. Government Claims Act. Nothing in this Agreement waives the requirements to comply with the California Government Claims Act (Government Code Section 810 et seq.), where applicable.

- 14.12. Severability. If a court of competent jurisdiction holds any Section or part of this Agreement to be invalid or unenforceable for any reason and the Work can still be performed, the Parties agree to sever the invalid or unenforceable Section from this Agreement and that all remaining Sections or parts of this Agreement will continue to be enforceable.
- 14.13. Counterparts. This Agreement may be executed in one or more counterparts, all of which taken together will constitute one and the same instrument and each of which will be deemed an original.
- 14.14. No Party Deemed Drafter. This Agreement will be considered for all purposes as prepared through the joint efforts of the Parties and will not be construed against one Party or the other as a result of the preparation, substitution, submission, or other event of negotiation, drafting or execution hereof.
- 14.15. Supplier Diversity. Ava is required to report to the California Public Utilities Commission ("CPUC") on their diverse suppliers, as defined by CPUC General Order 156. Consistent with the California Public Utilities Code and California Public Utilities Commission policy objectives, Consultant agrees to document and provide information to Ava regarding Consultant's status and any engagement of women, minority, disabled veteran, persons with disabilities, and LGBT owned business enterprises in its completion of the Work under this Agreement. Specifically, Consultant agrees to complete Ava's Supplier Diversity questionnaire, which may be updated or revised during the term of the Agreement, and otherwise reasonably cooperate with Ava to provide the information described above. Consultant shall provide such information in the timeframe requested by Ava and in no event later than January 31 of the year following the Effective Date of this Agreement.

LIST OF EXHIBITS

EXHIBIT A: ENHANCED OR BASELINE SCOPE OF WORK

EXHIBIT B: SCHEDULE

EXHIBIT C: CONSULTANT STAFFING

EXHIBIT D: SUBCONSULTANTS

EXHIBIT E: COMPENSATION/BUDGET

EXHIBIT F: INSURANCE REQUIREMENTS

Draft

DRAFT Enhanced Scenario Scope of Work (Staff Recommended)

Task 1: Project Management and Internal Stakeholder Engagement

The Consultant will provide overall project management and strategic internal facilitation for the longterm planning process, ensuring the work is completed on time, within budget, and in alignment with Ava's organizational goals. The Consultant will:

- Oversee the entire planning effort to make sure all planning strategy aligns with Ava's broader goals and initiatives.
- Oversee consultant team and coordinate with Ava staff to deliver inputs needed in this process.
- Identify, recommend approaches for, and manage the process to arrive at key decisions and stakeholder engagement approach.
- Facilitate a project Kickoff meeting with Ava staff to align on process, milestones, communication, and roles.
- Develop and circulate a project Workplan detailing the Consultant's approach for completing each of the following tasks. The Workplan is due within two weeks of the Kickoff meeting.
- Lead two to three 30-minute meetings with Ava's core "Tiger Team" to review progress, address barriers, and discuss next steps.
- Conduct two phases of 5-7 interviews with Ava staff and leaders to better understand how their role supports customer programs and solicit their inputs on the objective of the Customer Program Roadmap (see Tasks 2 and 11 for more detail).
- Oversee delivery of key milestones on time, to complete the final work product by August 2026 or before.
- Develop and maintain a schedule using Ava's Asana instance, identifying key milestones and dependencies in the process.
- Implement document approval system such that the Consultant will share interim work products with Ava Tiger Team for Ava to upload to their internal document management system (e.g., Teams, Google Drive, etc.) for consolidated commenting and streamlined reviews. Review timelines are subject to final agreement during the Kickoff meeting, but proposed to be no longer than 5 business days so the project stays on track.
- Participate in up to two 4-hour working sessions with Ava subject matter experts (SMEs) and integrate insights across relevant tasks.

Deliverable(s):

1.1 Workplan

Ava's role: Ava's core "Tiger Team" will participate in the regular check-ins and provide feedback and relevant internal updates. The Tiger Team will coordinate internal staff and leadership participation in all relevant decision-making points. Tiger Team will also confirm and provide contact information for the 5-

7 individuals selected for interviews. The selected 5-7 Ava staff will participate in interviews. Relevant Ava team members will prepare all content for the working sessions with Ava SMEs.

Task 2: Refine Customer Programs Roadmap Objective

The purpose of this task is to document a clear objective for Ava's long-term roadmap by synthesizing existing work and interviewing 5-7 key Ava staff and leaders (as noted in Task 1). The result of this identification will enable the drafting of a broad set of potential performance metrics.

Consultant will:

- Review Ava's existing work that supports the definition of the key objective for the Customer Programs Roadmap and discuss comments and questions with Ava's Tiger Team. Develop a memo that synthesizes this work to be used as a guidance document throughout the Customer Programs Roadmap process.
- Conduct interviews with 5-7 Ava staff and leaders, to be selected during the Kickoff with the Tiger Team
- Review Ava's existing and potential program performance metrics and propose a "long list" of potential program performance metrics that we may want to use to estimate the performance of program concepts and track performance of programs in the 2027-2032 period based on our objective and focus areas, leveraging the metrics we have already collected.

Deliverable(s):

- 2.1 Customer Programs Roadmap Key Objective Memo
- 2.2 "Long List" of Potential Program Performance Metrics

Ava's role: Ava staff will provide the Consultant with the relevant background materials that inform the agency's strategic objective. Ava's Tiger Team will participate in review discussions and provide feedback on the Consultant's synthesis.

Task 3: Internal Assessment

The purpose of this task is to document Ava's organizational capacity and advantages in order to inform program concepts and portfolio design.

Consultant will:

- Review Ava's existing work on organizational capacity and future operational envelope to implement programs, and discuss comments and questions with Ava's Tiger Team on topics such as:

- Budget and funding pathways
- Staffing and internal expertise
- Appetite for risk and innovation
- Implementation constraints (e.g. asset ownership, direct customer financing, cross-CCA program development, etc.)
- Review Ava's competitive advantage assessment and discuss comments and questions with Ava's Tiger Team.
- Use insights gleaned from internal interviews (see Task 1) to supplement the reviews detailed in the prior two bullets.
- Prepare an Internal Assessment Memo, summarizing organizational capacity, operational envelope, and competitive advantages to provide input to program concepts, metric development, and portfolio development Deliverable(s):

3.1 Internal Assessment Memo

Ava's role: Ava will provide the Consultant with the relevant background materials that inform the agency's strategic objective (including Ava's competitive advantage assessment). Ava's Tiger Team will participate in review discussions and provide feedback on the Consultant's synthesis.

Task 4: Community & External Stakeholder Engagement Support

The objective of stakeholder engagement in this planning and strategy development effort is to gather input on stakeholder priorities to inform the 5-year plan. Engagement will be structured to gain insights on guiding values and strategic direction.

Consultant will develop and implement a strategy for ongoing engagement with external stakeholders throughout the strategic planning process. Key activities include stakeholder mapping, advising on a comprehensive stakeholder engagement strategy, hosting two General Listening Sessions, and five virtual focus groups that provide information early in the roadmap development process to consolidate an understanding of stakeholder priorities across Ava's service area. The first General Listening Session will be scheduled to provide information early in the roadmap development process, followed by the focus groups and a survey, all of which will consolidate an understanding of stakeholder priorities across Ava's service area. The second General Listening Session will occur during the second half of delivery to provide an update on the process and outcomes towards the conclusion of the project.

The Consultant's stakeholder engagement approach will be finalized in the Stakeholder Engagement Strategy and Timeline deliverable (Deliverable 4.2).

Consultant will:

- Integrate stakeholder insights into project deliverables and make recommendations for how feedback should inform each phase of the plan.

- Review Ava's draft Stakeholder Engagement Map that identifies and segments key external stakeholder groups and their roles in the process and with respect to roadmap implementation.
- Prepare an Engagement Strategy and Timeline that details the Consultant's approach for external engagement, including timing, participants, and objectives.
- Prepare materials for and conduct two General Listening Sessions with a maximum of 100 participants each. For each session, write a summary that details input received and how inputs can be used to inform the Roadmap.
- Prepare materials for and conduct up to five Focus Groups (with a maximum of 15 participants). For each focus group, write a summary that details input received and how inputs can be used to inform the Roadmap.
- Administer and manage one multilingual survey (translation in up to two languages other than English), post-process inputs, and incorporates insights across all relevant deliverables.

Deliverable(s):

4.1 Stakeholder Engagement Map

4.2 Engagement Strategy and Timeline

4.3 Engagement Materials for General Listening Session #1

4.4 Summary of General Listening Session #1

4.5 Engagement Materials for General Listening Session #2

4.6 Summary of General Listening Session #2

4.7 Survey Questions

Ava's role: Ava will support the stakeholder mapping exercise, review and provide feedback on draft engagement materials, lead internal alignment efforts, procure licensing for survey software, and gather the CAC Ad Hoc Committee.

Task 5: Market Assessment on External Landscape

The purpose of this task is to provide a strategic landscape analysis to inform Ava's program concept development and prioritization, which includes identifying unmet needs, innovation opportunities, and implementation barriers across Ava's service territory. The Consultant will:

- Use insights gleaned from internal interviews (see Task 1) to inform relevant components of the Market Assessment, namely 5.3 and 5.5.

5.1 Program Landscape and Gap Analysis

Consultant will develop an inventory electrification programs and incentives throughout Ava's service territory across entities including cities, counties, utilities, and Regional Energy Networks (REN) to identify gaps by Ava's programmatic focus areas: 1) building electrification including energy resilience, 2) energy efficiency, 3) load management, and 4) transportation electrification.

For each existing program, Consultant will include information such as (data to be finalized in the Workplan):

- Program overview
- Target customer segment
- Key outcomes
- Implementation barriers or successes

Deliverable:

5.1.1 Ava Service Area Program Inventory

5.2 National and Global Program Inventory

Consultant will identify successful programs beyond Ava's service area that advance Ava's objective. Include a range of jurisdictions and program models (utility, municipal, rate-based, etc.). Program examples should include information such as, but not limited to (data to be finalized in this task's work plan):

- Context and target customer group
- Goal and structure
- Performance metrics and outcomes
- Notable lessons or barriers
- Funding structure

Deliverable:

5.2.1 National and Global Program Inventory

5.3 Ava Operational Context Market Assessment

Consultant will examine how changes across the various contexts in which Ava operates may impact program implementation from 2027-2032. Ava operates as a community choice aggregator (CCA), a joint powers authority (JPA), and a load-serving entity (LSE), each with unique opportunities and constraints.

Analyzing how evolving regulatory, technology, and customer trends will affect these roles is critical to designing programs that are feasible and aligned with Ava's vision for long-term success. Topical areas (e.g., regulatory, future customer needs, technology change, etc.), Ava's role(s) in each (e.g., CCA, LSE, JPA, etc.) and Ava's programmatic focus areas (building electrification including energy resilience, energy efficiency, load management, and transportation electrification) should be used to frame this analysis.

5.4 Internal Workshop (#1)

Design and facilitate an internal workshop with Ava staff responsible for program delivery across departments with the goals of validating insights from the Market Assessment with Ava's internal expertise and identifying considerations to inform future tasks. During this Workshop, the Consultant and Ava staff will discuss the preliminary findings and outcomes from the Objectives Refinement (Task 2), the Internal Assessment (Task 3), and External Assessment analyses completed to date (Tasks 5.1, 5.2, and 5.3).

Deliverable:

5.4.1 Workshop Agenda and Materials

5.4.2 Memo on Workshop Findings and Recommendations

5.5 Programmatic Gaps

Based on outcomes from previous work in this task, Consultant will identify programmatic gaps in Ava's service area and contextualize these gaps with Ava's unique market position, as well as findings from the Program Inventory.

Deliverable:

5.5.1 Programmatic Gaps and Opportunities Summary

The Consultant will prepare a summary of Deliverables 5.1.1, 5.2.1, and 5.5.1 (Ava Service Territory Program Inventory, National and International Program Inventory, Programmatic Gaps and Opportunities Summary) into a consolidated document.

Deliverable:

5.0.1 Market Assessment Memo

Ava's role: Ava will provide the Consultant with relevant existing documents and data to inform the Market Assessment. Ava staff will identify subject matter experts or other parties to participate in this task.

The conclusion of Task 5 coincides with the end of Phase 1: Refine Objectives and Conduct Landscape Assessments, which is the first of three milestones.

Task 6: Develop Program Concepts

The purpose of this task is to develop a set of high-level program concepts that build on the findings from previous tasks. The development of these concepts does not include detailed program design or operational plans.

To confirm program concepts are rooted in the needs of Ava’s customers, the stakeholder engagement activities (see Task 4) will gauge stakeholder perspective and needs regarding program concepts.

Based on findings from previous tasks, Consultant will develop a “long list” of program concepts that Ava could pursue across its four focus areas. Program concepts will provide information such as the following (data to be finalized in the Workplan):

- Focus area addressed
- Delivery mechanism, duration and structure
- Target audience
- Potential program outcome(s)
- Budget range
- Key implementation dependencies or challenges

Deliverables

6.1 Program Concept “Long List”

Ava’s role: Ava will share its internal concept list with the Consultant, provide clarifying context on priorities, and review and give feedback on the draft “long list” of program concepts.

Task 7: Program Metrics Development

The purpose of this task is to define a set of high-level metrics that will help Ava evaluate the potential impacts resulting from the implementation of individual program concepts.

Consultant will develop draft metrics to measure the potential impact of program concepts developed in Task 6. To confirm the metrics accurately track impact on Ava’s customers, the engagement activities conducted as part of Task 4 will also include content pertaining to metrics to efficiently and comprehensively capture the insights of a diverse range of Ava’s stakeholders. The Consultant will avoid highly detailed or overly granular metrics that risk leading to over analysis, and metrics will be on par with the level of detail in the program

concept. After workshopping these metrics with Ava staff (Task 8), metrics will be refined for use over the 2027-2032 period to measure progress.

Deliverable(s):

7.1 Program Concept Metrics

Ava's role: Ava will provide the Consultant with an initial list of draft metrics as a starting point.

Task 8: Internal Workshop (#2)

The purpose of this task is to refine draft program concepts and evaluation metrics developed in Task 6 and 7 through a comprehensive workshop with Ava's internal subject matter experts.

The Consultant will:

- Host a workshop with Ava's subject matter experts to review the initial set of program concepts and metrics, receive further feedback on the relevant given metrics, and use the estimated performance results to illustrate how program metrics track performance against proposed program concepts.
- Solicit feedback on refining the program concepts and metrics based on the application of the metrics to the concepts.
- Develop a Workshop Summary that summarizes the workshop and includes a proposed approach to refinement of program concepts, program concept metrics, and prioritization approach.

Deliverable(s):

8.1 Workshop Agenda and Materials

8.2 Workshop Summary

Ava's Role: Ava staff will identify and schedule all meetings with the Consultant team and staff, review draft materials, and support the Consultant in shaping discussion topics.

Task 9: Refine Program Concepts

The purpose of this task is to refine the initial set of program concepts based on internal feedback and updated metrics, which will result in a "short list" of concepts that are ready for consideration as a part of the portfolio.

Consultant will:

- Refine program concepts based on the information gathered in the Workshop #2, and other Ava staff input.

- Refresh estimates of program performance using final program concept metrics.
- Develop a Program Concept “Short List” that includes associated estimated performance across program metrics.

Deliverable:

9.1 Program Concept “Short List”

Ava’s role: Ava staff will review the proposed refinements and coordinate internal feedback needed and confirm the shortlist aligns with the roadmap’s objective.

Task 10: Portfolio Development & Internal Workshop (#3)

The purpose of this task is to translate program concepts into a balanced portfolio that reflects Ava’s broader organizational priorities.

Consultant will:

- Develop a portfolio of program concepts for inclusion in the roadmap. A portfolio of program concepts is expected to contain program concepts across Ava’s focus areas, and the construction of a portfolio should allow Ava to incorporate organizational priorities into its roadmap.
- Work with Ava staff to identify and catalogue organizational priorities to develop sample portfolios that are achievable based on Ava’s operational envelope and deliver value in terms of market need and decarbonization potential.
- Convene a workshop (Internal Workshop #3) with Ava staff to propose an overarching set of targets that will be used to incorporate priorities about how Ava implements affordable decarbonization, present program concept portfolios, discuss how decarbonization and additional organizational goals are achieved differently based on each portfolio, and demonstrate how portfolio performance sets up Ava to perform beyond the roadmap period (2027-2032).
- Prepare a preliminary portfolio of program concepts **as part of the Workshop Materials** and include proposed approach to refinement of program concepts and program concept metrics in the Workshop Summary.

Deliverable(s):

10.1 Workshop Agenda and Materials

10.2 Workshop Summary

10.3 Final Program Concept Portfolio

Ava's role: Ava staff will provide organizational goals, priorities, and context for constraints and opportunities. Ava will also provide feedback on draft portfolios, participate in workshop #3, and confirm the proposed targets and portfolio designs incorporate organizational objectives.

The conclusion of Task 10 coincides with the end of Phase 2: Develop Concepts, Metrics, and Portfolio, which is the second of three milestones.

Task 11: Customer Programs Roadmap & Internal Workshop (#4)

The purpose of this task is to synthesize the outputs of all prior tasks into an actionable roadmap that reflects Ava's long-term goal, priorities, strategic advantages, and operational constraints while also providing guidance for implementation over time.

Additional documents to be included in the roadmap include program concept assessment templates, portfolio target realignment template, program assessment templates for use while programs are operating, and implementation guidance.

Implementation guidance will include recommendations on an approach to support internal alignment, stakeholder communication, and ongoing reinforcement of roadmap priorities.

Consultant will:

- Conduct a final interview with 5-7 of Ava's functional team leads to identify other considerations that may inform the roadmap and associated implementation guidance.
- Convene Internal Workshop #4 for maximum of four hours midway through the Roadmap development process so that key Ava stakeholders are informed and can provide input. The Draft Final Presentation (.PPT) & Roadmap (.DOC) will serve as the interim work product to be discussed during Internal Workshop #4.
- Produce a short Final Summary Report of Process (maximum 2 pages) capturing the overall process, key decisions, and outcomes for future reference.
- Prepare and Deliver a Final Presentation of Customer Programs Roadmap to Ava's Tiger Team, leadership, and other Ava subject matter experts (to be finalized with Ava during the Kickoff)
- Prepare an actionable roadmap that includes program assessment and alignment templates for use while programs are operating, along with implementation guidance that includes recommendations on an approach to support internal alignment, stakeholder communication, and ongoing reinforcement of roadmap priorities by August 2026.

Deliverable(s):

11.1 Summary Report of Process

11.2 Customer Programs Roadmap

11.3 Final Presentation of Customer Programs Roadmap

Ava's role: Selected Ava staff will participate in workshop #4 and provide feedback on the Roadmap progress to date. Tiger Team will also support coordination and scheduling for the 5-7 internal interviews. The selected 5-7 Ava staff will participate in interviews. Ava's Tiger Team will participate in review discussions for the final Roadmap.

DRAFT Baseline Scenario Scope of Work

Task 1: Project Management and Internal Stakeholder Engagement

The Consultant will provide overall project management and strategic internal facilitation for the longterm planning process, ensuring the work is completed on time, within budget, and in alignment with Ava’s organizational goals. The Consultant will:

- Oversee the entire planning effort to make sure all planning strategy aligns with Ava’s broader goals and initiatives.
- Oversee consultant team and coordinate with Ava staff to deliver inputs needed in this process.
- Identify, recommend approaches for, and manage the process to arrive at key decisions and stakeholder engagement approach.
- Facilitate a project Kickoff meeting with Ava staff to align on process, milestones, communication, and roles.
- Develop and circulate a project Workplan detailing the Consultant’s approach for completing each of the following tasks. The Workplan is due within two weeks of the Kickoff meeting.
- Lead twice monthly project check-ins with Ava’s core “Tiger Team” to review progress, address barriers, and discuss next steps.
- Conduct two phases of 5-7 interviews with Ava staff and leaders to better understand how their role supports customer programs and solicit their inputs on the objective of the Customer Program Roadmap (see Tasks 2 and 11 for more detail).
- Oversee delivery of key milestones on time, to complete the final work product by August 2026 or before.
- Develop and maintain a schedule using Ava’s Asana instance, identifying key milestones and dependencies in the process.
- Implement document approval system such that the Consultant will share interim work products with Ava Tiger Team for Ava to upload to their internal document management system (e.g., Teams, Google Drive, etc.) for consolidated commenting and streamlined reviews. Review timelines are subject to final agreement during the Kickoff meeting, but proposed to be no longer than 5 business days so the project stays on track.

Deliverable(s):

1.1 Workplan

Ava’s role: Ava’s core “Tiger Team” will participate in the regular check-ins and provide feedback and relevant internal updates. The Tiger Team will coordinate internal staff and leadership participation in all relevant decision-making points. Tiger Team will also confirm and provide contact information for the 57 individuals selected for interviews. The selected 5-7 Ava staff will participate in interviews.

Task 2: Refine Customer Programs Roadmap Objective

The purpose of this task is to document a clear objective for Ava's long-term roadmap by synthesizing existing work and interviewing 5-7 key Ava staff and leaders (as noted in Task 1). The result of this identification will enable the drafting of a broad set of potential performance metrics.

Consultant will:

- Review Ava's existing work that supports the definition of the key objective for the Customer Programs Roadmap and discuss comments and questions with Ava's Tiger Team. Develop a memo that synthesizes this work to be used as a guidance document throughout the Customer Programs Roadmap process.
- Conduct interviews with 5-7 Ava staff and leaders, to be selected during the Kickoff with the Tiger Team
- Review Ava's existing and potential program performance metrics and propose a "long list" of potential program performance metrics that we may want to use to estimate the performance of program concepts and track performance of programs in the 2027-2032 period based on our objective and focus areas, leveraging the metrics we have already collected.

Deliverable(s):

- 2.1 Customer Programs Roadmap Key Objective Memo
- 2.2 "Long List" of Potential Program Performance Metrics

Ava's role: Ava staff will provide the Consultant with the relevant background materials that inform the agency's strategic objective. Ava's Tiger Team will participate in review discussions and provide feedback on the Consultant's synthesis.

Task 3: Internal Assessment

The purpose of this task is to document Ava's organizational capacity and advantages in order to inform program concepts and portfolio design.

Consultant will:

- Review Ava's existing work on organizational capacity and future operational envelope to implement programs, and discuss comments and questions with Ava's Tiger Team on topics such as:
 - Budget and funding pathways
 - Staffing and internal expertise
 - Appetite for risk and innovation

- Implementation constraints (e.g. asset ownership, direct customer financing, cross-CCA program development, etc.)
- Review Ava’s competitive advantage assessment and discuss comments and questions with Ava’s Tiger Team.
- Use insights gleaned from internal interviews (see Task 1) to supplement the reviews detailed in the prior two bullets.
- Prepare an Internal Assessment Memo, summarizing organizational capacity, operational envelope, and competitive advantages to provide input to program concepts, metric development, and portfolio development Deliverable(s):

3.1 Internal Assessment Memo

Ava’s role: Ava will provide the Consultant with the relevant background materials that inform the agency’s strategic objective (including Ava’s competitive advantage assessment). Ava’s Tiger Team will participate in review discussions and provide feedback on the Consultant’s synthesis.

Task 4: Community & External Stakeholder Engagement Support

The objective of stakeholder engagement in this planning and strategy development effort is to gather input on stakeholder priorities to inform the 5-year plan. Engagement will be structured to gain insights on guiding values and strategic direction.

Consultant will develop and implement a strategy for ongoing engagement with external stakeholders throughout the strategic planning process. Key activities include reviewing Ava’s stakeholder map and providing additional stakeholders, advising on a comprehensive stakeholder engagement strategy, reviewing Ava’s draft survey and incorporating insights from the survey into the Roadmap, hosting two General Listening Sessions, and conducting five virtual focus groups. The first General Listening Session will be scheduled to provide information early in the roadmap development process, followed by the focus groups and survey, all of which will consolidate an understanding of stakeholder priorities across Ava’s service area. The second General Listening Session will occur during the second half of delivery to provide an update on the process and outcomes towards the conclusion of the project.

The Consultant’s stakeholder engagement approach will be finalized in the Stakeholder Engagement Strategy and Timeline deliverable (Deliverable 4.2).

Consultant will:

- Integrate stakeholder insights into project deliverables and make recommendations for how feedback should inform each phase of the plan.
- Review Ava’s draft Stakeholder Engagement Map that identifies and segments key external stakeholder groups and their roles in the process and with respect to roadmap implementation.

- Prepare an Engagement Strategy and Timeline that details the Consultant's approach for external engagement, including timing, participants, and objectives.
- Prepare materials for and conduct two General Listening Sessions with a maximum of 100 participants each. For each session, write a summary that details input received and how inputs can be used to inform the Roadmap.
- Prepare materials for and conduct up to five Focus Groups (with a maximum of 15 participants). For each focus group, write a summary that details input received and how inputs can be used to inform the Roadmap.
- Review questions for one multilingual survey (to be administered by Ava staff) and incorporate survey insights into the Roadmap process.

Deliverable(s):

- 4.1 Stakeholder Engagement Map
- 4.2 Engagement Strategy and Timeline
- 4.3 Engagement Materials for General Listening Session #1
- 4.4 Summary of General Listening Session #1
- 4.5 Engagement Materials for General Listening Session #2
- 4.6 Summary of General Listening Session #2
- 4.7 Survey Questions

Ava's role: Ava will support the stakeholder mapping exercise, review and provide feedback on draft engagement materials, lead internal alignment efforts, administer a survey, and gather the CAC Ad Hoc Committee.

Task 5: Market Assessment on External Landscape

The purpose of this task is to provide a strategic landscape analysis to inform Ava's program concept development and prioritization, which includes identifying unmet needs, innovation opportunities, and implementation barriers across Ava's service territory. The Consultant will:

- Use insights gleaned from internal interviews (see Task 1) to inform relevant components of the Market Assessment, namely 5.3 and 5.5.

5.1 Program Landscape and Gap Analysis

Consultant will develop an inventory electrification programs and incentives throughout Ava's service territory across entities including cities, counties, utilities, and Regional Energy Networks (REN) to identify gaps by Ava's programmatic focus areas: 1) building electrification including energy resilience, 2) energy efficiency, 3) load management, and 4) transportation electrification.

For each existing program, Consultant will include information such as (data to be finalized in the Workplan):

- Program overview
- Target customer segment
- Key outcomes
- Implementation barriers or successes

Deliverable:

5.1.1 Ava Service Area Program Inventory

5.2 National and Global Program Inventory

Consultant will identify successful programs beyond Ava's service area that advance Ava's objective. Include a range of jurisdictions and program models (utility, municipal, rate-based, etc.). Program examples should include information such as, but not limited to (data to be finalized in this task's work plan):

- Context and target customer group
- Goal and structure
- Performance metrics and outcomes
- Notable lessons or barriers
- Funding structure

Deliverable:

5.2.1 National and Global Program Inventory

5.3 Ava Operational Context Market Assessment

Consultant will examine how changes across the various contexts in which Ava operates may impact program implementation from 2027-2032. Ava operates as a community choice aggregator (CCA), a joint powers authority (JPA), and a load-serving entity (LSE), each with unique opportunities and constraints.

Analyzing how evolving regulatory, technology, and customer trends will affect these roles is critical to designing programs that are feasible and aligned with Ava's vision for long-term success. Topical areas (e.g., regulatory, future customer needs, technology change, etc.), Ava's role(s) in each (e.g., CCA, LSE, JPA, etc.) and Ava's programmatic focus areas (building electrification including energy resilience, energy efficiency, load management, and transportation electrification) should be used to frame this analysis.

5.4 Internal Workshop (#1)

Design and facilitate an internal workshop with Ava staff responsible for program delivery across departments with the goals of validating insights from the Market Assessment with Ava's internal expertise and identifying considerations to inform future tasks. During this Workshop, the Consultant and Ava staff will discuss the preliminary findings and outcomes from the Objectives Refinement (Task 2), the Internal Assessment (Task 3), and External Assessment analyses completed to date (Tasks 5.1, 5.2, and 5.3).

Deliverable:

5.4.1 Workshop Agenda and Materials

5.4.2 Memo on Workshop Findings and Recommendations

5.5 Programmatic Gaps

Based on outcomes from previous work in this task, Consultant will identify programmatic gaps in Ava's service area and contextualize these gaps with Ava's unique market position, as well as findings from the Program Inventory.

Deliverable:

5.5.1 Programmatic Gaps and Opportunities Summary

The Consultant will prepare a summary of Deliverables 5.1.1, 5.2.1, and 5.5.1 (Ava Service Territory Program Inventory, National and International Program Inventory, Programmatic Gaps and Opportunities Summary) into a consolidated document.

Deliverable:

5.0.1 Market Assessment Memo

Ava's role: Ava will provide the Consultant with relevant existing documents and data to inform the Market Assessment. Ava staff will identify subject matter experts or other parties to participate in this task.

The conclusion of Task 5 coincides with the end of Phase 1: Refine Objectives and Conduct Landscape Assessments, which is the first of three milestones.

Task 6: Develop Program Concepts

The purpose of this task is to develop a set of high-level program concepts that build on the findings from previous tasks. The development of these concepts does not include detailed program design or operational plans.

To confirm program concepts are rooted in the needs of Ava’s customers, the stakeholder engagement activities (see Task 4) will gauge stakeholder perspective and needs regarding program concepts.

Based on findings from previous tasks, Consultant will develop a “long list” of program concepts that Ava could pursue across its four focus areas. Program concepts will provide information such as the following (data to be finalized in the Workplan):

- Focus area addressed
- Delivery mechanism, duration and structure
- Target audience
- Potential program outcome(s)
- Budget range
- Key implementation dependencies or challenges

Deliverables

6.1 Program Concept “Long List”

Ava’s role: Ava will share its internal concept list with the Consultant, provide clarifying context on priorities, and review and give feedback on the draft “long list” of program concepts.

Task 7: Program Metrics Development

The purpose of this task is to define a set of high-level metrics that will help Ava evaluate the potential impacts resulting from the implementation of individual program concepts.

Consultant will develop draft metrics to measure the potential impact of program concepts developed in Task 6. To confirm the metrics accurately track impact on Ava’s customers, the engagement activities conducted as part of Task 4 will also include content pertaining to metrics to efficiently and comprehensively capture the insights of a diverse range of Ava’s stakeholders. The Consultant will avoid highly detailed or overly granular metrics that risk leading to over analysis, and metrics will be on par with the level of detail in the program concept. After

workshopping these metrics with Ava staff (Task 8), metrics will be refined for use over the 2027-2032 period to measure progress.

Deliverable(s):

7.1 Program Concept Metrics

Ava's role: Ava will provide the Consultant with an initial list of draft metrics as a starting point.

Task 8: Internal Workshop (#2)

The purpose of this task is to refine draft program concepts and evaluation metrics developed in Task 6 and 7 through a comprehensive workshop with Ava's internal subject matter experts.

The Consultant will:

- Host a workshop with Ava's subject matter experts to review the initial set of program concepts and metrics, receive further feedback on the relevant given metrics, and use the estimated performance results to illustrate how program metrics track performance against proposed program concepts.
- Solicit feedback on refining the program concepts and metrics based on the application of the metrics to the concepts.
- Develop a Workshop Summary that summarizes the workshop and includes a proposed approach to refinement of program concepts, program concept metrics, and prioritization approach.

Deliverable(s):

8.1 Workshop Agenda and Materials

8.2 Workshop Summary

Ava's Role: Ava staff will identify and schedule all meetings with the Consultant team and staff, review draft materials, and support the Consultant in shaping discussion topics.

Task 9: Refine Program Concepts

The purpose of this task is to refine the initial set of program concepts based on internal feedback and updated metrics, which will result in a "short list" of concepts that are ready for consideration as a part of the portfolio.

Consultant will:

- Refine program concepts based on the information gathered in the Workshop #2, and other Ava staff input.
- Refresh estimates of program performance using final program concept metrics.
- Develop a Program Concept “Short List” that includes associated estimated performance across program metrics.

Deliverable:

9.1 Program Concept “Short List”

Ava’s role: Ava staff will review the proposed refinements and coordinate internal feedback needed and confirm the shortlist aligns with the roadmap’s objective.

Task 10: Portfolio Development & Internal Workshop (#3)

The purpose of this task is to translate program concepts into a balanced portfolio that reflects Ava’s broader organizational priorities.

Consultant will:

- Develop a portfolio of program concepts for inclusion in the roadmap. A portfolio of program concepts is expected to contain program concepts across Ava’s focus areas, and the construction of a portfolio should allow Ava to incorporate organizational priorities into its roadmap.
- Work with Ava staff to identify and catalogue organizational priorities to develop sample portfolios that are achievable based on Ava’s operational envelope and deliver value in terms of market need and decarbonization potential.
- Convene a workshop (Internal Workshop #3) with Ava staff to propose an overarching set of targets that will be used to incorporate priorities about how Ava implements affordable decarbonization, present program concept portfolios, discuss how decarbonization and additional organizational goals are achieved differently based on each portfolio, and demonstrate how portfolio performance sets up Ava to perform beyond the roadmap period (2027-2032).
- Prepare a preliminary portfolio of program concepts **as part of the Workshop Materials** and include proposed approach to refinement of program concepts and program concept metrics in the Workshop Summary.

Deliverable(s):

10.1 Workshop Agenda and Materials

10.2 Workshop Summary

10.3 Final Program Concept Portfolio

Ava's role: Ava staff will provide organizational goals, priorities, and context for constraints and opportunities. Ava will also provide feedback on draft portfolios, participate in workshop #3, and confirm the proposed targets and portfolio designs incorporate organizational objectives.

The conclusion of Task 10 coincides with the end of Phase 2: Develop Concepts, Metrics, and Portfolio, which is the second of three milestones.

Task 11: Customer Programs Roadmap & Internal Workshop (#4)

The purpose of this task is to synthesize the outputs of all prior tasks into an actionable roadmap that reflects Ava's long-term goal, priorities, strategic advantages, and operational constraints while also providing guidance for implementation over time.

Additional documents to be included in the roadmap include program concept assessment templates, portfolio target realignment template, program assessment templates for use while programs are operating, and implementation guidance.

Implementation guidance will include recommendations on an approach to support internal alignment, stakeholder communication, and ongoing reinforcement of roadmap priorities.

Consultant will:

- Conduct a final interview with 5-7 of Ava's functional team leads to identify other considerations that may inform the roadmap and associated implementation guidance.
- Convene Internal Workshop #4 for maximum of two hours midway through the Roadmap development process so that key Ava stakeholders are informed and can provide input. The Draft Final Presentation (.PPT) & Roadmap (.DOC) will serve as the interim work product to be discussed during Internal Workshop #4 and this will serve as the primary point for input on the Roadmap for Ava staff.
- Produce a short Final Summary Report of Process (maximum 2 pages) capturing the overall process, key decisions, and outcomes for future reference.
- Prepare and Deliver a Final Presentation of Customer Programs Roadmap to Ava's Tiger Team, leadership, and other Ava subject matter experts (to be finalized with Ava during the Kickoff)
- Prepare an actionable roadmap that includes program assessment and alignment templates for use while programs are operating, along with implementation guidance that includes recommendations on an approach to support internal alignment, stakeholder communication, and ongoing reinforcement of roadmap priorities by August 2026.

Deliverable(s):

11.1 Summary Report of Process

11.2 Customer Programs Roadmap

11.3 Final Presentation of Customer Programs Roadmap

Ava's role: Selected Ava staff will participate in workshop #4 and provide feedback on the Roadmap progress to date. Tiger Team will also support coordination and scheduling for the 5-7 internal interviews. The selected 5-7 Ava staff will participate in interviews. Ava's Tiger Team will participate in review discussions for the final Roadmap.

Exhibit B

SCHEDULE

[Schedule - can be detailed or as simple as “As directed by Ava.”]

Draft

Exhibit C

CONSULTANT STAFFING

[Include names of all team members who will be providing Ava services.]

Draft

Exhibit D

SUBCONSULTANTS

[If subconsultants are authorized in advance, they should be listed here, otherwise it can state either of these: "Subconsultants are not authorized under this Agreement." or "Subconsultants must be authorized in advance, in writing by Ava."]

Draft

Exhibit E

COMPENSATION/BUDGET

[If the compensation is hourly, a table of hourly rates by title should be included. If fixed fee, describe what amounts are to be paid based on what milestones]

For the purposes of Section 6.1 (Time and Materials), 80% of the total compensation under this agreement (see NTE on page 1) is [\$\$\$]

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Exhibit F

INSURANCE REQUIREMENTS

A. Minimum Scope and Limits of Insurance. Consultant must procure, and at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

- 1) Commercial General Liability Insurance with a minimum limit of One Million Dollars (\$1,000,000.00) per occurrence for bodily injury, personal injury and property damage and a general aggregate limit of Two Million Dollars (\$2,000,000.00) per project or location. If Consultant is a limited liability company, the commercial general liability coverage must be amended so that Consultant and its managers, affiliates, employees, agents and other persons necessary or incidental to its operation are insureds.
- 2) Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with a combined single limit of One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.
- 3) Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance with a minimum limit of One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. If Consultant has no employees while performing the Work under this Agreement, workers' compensation policy is not required, but Consultant must execute a declaration that it has no employees.
- 4) Professional Liability/Errors & Omissions Insurance with minimum limits of Two Million Dollars (\$2,000,000.00) per claim and in aggregate.

B. Acceptability of Insurance. Insurance policies required under this Agreement must be issued by an insurer admitted to write insurance in the State of California with a rating of A:VII or better in the latest edition of the A.M. Best Insurance Rating Guide.

C. Additional Insured/Additional Named Insured. The automobile liability policies must contain an endorsement naming Ava, its officers, employees, agents and volunteers as additional insureds. The commercial general liability policy must contain an endorsement naming Ava, its officers, employees, agents and volunteers as additional named insureds.

D. Primary and Non-Contributing. The insurance policies required under this Agreement must apply on a primary non-contributing basis in relation to any other insurance or self-insurance available to Ava. Any insurance or self-insurance maintained by Ava, its officers, employees, agents or volunteers, will be in excess of Consultant's insurance and will not contribute with it.

E. Consultant's Waiver of Subrogation. The insurance policies required under this Agreement will not prohibit Consultant and Consultant's employees, agents or Subconsultants from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against Ava.

F. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by Ava. At Ava's option, Consultant must either reduce or eliminate the deductibles or self-insured retentions with respect to Ava, or Consultant must procure a bond guaranteeing payment of losses and expenses.

G. Cancellations or Modifications to Coverage. Consultant agrees not to cancel any insurance coverage during the term of this Agreement. Consultant further agrees not to reduce or otherwise modify the insurance policies required by this Agreement during the term of this Agreement, without the prior written approval of Ava. The commercial general and automobile liability policies required under this Agreement must be endorsed to state that should the issuing insurer cancel the policy before the expiration date, the issuing insurer will endeavor to mail thirty (30) days' prior written notice to Ava. If any insurance policy required under Agreement is canceled or reduced in coverage or limits, Consultant must, within two (2) business days of notice from the insurer, phone and notify Ava via electronic mail and certified mail, return receipt requested, of the cancellation of or reductions to any policy.

- H. Ava Remedy for Noncompliance. If Consultant does not maintain the policies of insurance required under this Agreement in full force and effect during the term of this Agreement, or in the event any of Consultant's policies do not comply with the requirements of this Exhibit F, Ava may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, Ava may, but has no duty to, take out the necessary insurance and pay, at Consultant's expense, the premium thereon. Consultant must promptly reimburse Ava for any premium paid by Ava or Ava, in its sole discretion, may withhold amounts sufficient to pay the premiums from payments due to Consultant.
- I. Evidence of Insurance. Prior to the performance of the Work under this Agreement, Consultant must furnish Ava with a certificate or certificates of insurance and all original endorsements evidencing and effecting the coverages required under this Agreement. The endorsements are subject to Ava's approval. Ava may request, and Consultant must provide complete, certified copies of all required insurance policies to Ava. Consultant must maintain current endorsements on file with Ava. Consultant must provide proof to Ava that insurance policies expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Consultant must furnish such proof at least two (2) weeks prior to the expiration of the coverages.
- J. Indemnity Requirements not Limiting. Procurement of insurance by Consultant will not be construed as a limitation of Consultant's liability or as full performance of Consultant's duty to indemnify Ava under Section 12 of this Agreement.
- K. Subconsultant Insurance Requirements. Consultant's insurance coverage must include its Subconsultants or Consultant must require each of its Subconsultants that perform Work under this Agreement to maintain insurance coverage that meets all the requirements of this Exhibit F.

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