

VALLEY CLEAN ENERGY ALLIANCE**Staff Report – Item 15**

TO: Board of Directors

FROM: Gordon Samuel, Assistant General Manager & Director of Power Services

SUBJECT: Ratify services agreement with First Principles Advisory, LLC for Integrated Resource Planning Portfolio Modeling

DATE: July 14, 2022

RECOMMENDATION

Ratify signed agreement with First Principles Advisory for Integrated Resource Planning (IRP) portfolio modeling services for an amount not to exceed \$33,750 for a term July 1, 2022 expiring December 1, 2022.

BACKGROUND

VCE was required by the California Public Utilities Commission (CPUC) to prepare an IRP for the supply of energy in the period from 2020 to 2030. The objective of the IRP is to provide guidance for VCEA's Board, executive management, and the public regarding the expected power supply cost and the resources needed for meeting electric demand in the 2020-2030 period. VCE submitted VCE's first IRP and associated Action Plan to the CPUC on August 1, 2018. The IRP process calls for an update every two years with the update originally due May 1, 2020; however, due to the COVID-19 pandemic, the CPUC extended the due date twice with a final due date of September 1, 2020. VCE submitted their update to the CPUC on September 1, 2020. The next two year update of the IRP is due to the CPUC on November 1, 2022.

Historically, SMUD has assisted VCE by performing portfolio modeling to be included in VCE's two year IRP update with the assistance of VCE's regulatory legal counsel Keyes & Fox who finalizes and submits the update to the CPUC. Assistance elsewhere was needed to prepare portfolio modeling. As a result, VCE advertised a Request for Proposal for IRP portfolio modeling services on May 5, 2022 with a due date of May 27, 2022. Proposals were received and negotiations with First Principles Advisory to perform the work occurred. After review by VCE's general legal counsel Richards, Watson, & Gershon, Executive Officer Mitch Sears signed the agreement attached.

NEXT STEPS

The scope of work is to take place over the next five (5) months with periodic updates being provided to both the Board and the Community Advisory Committee (CAC). The final report is anticipated to be available and presented in late quarter 3 or early quarter 4 of 2022.

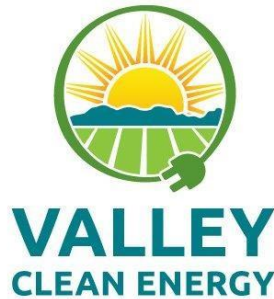
CONCLUSION

Staff is recommending that the Board ratify via resolution agreement with First Principles Advisory for Integrated Resource Planning (IRP) portfolio modeling services for an amount not to exceed \$33,750 for a term July 1, 2022 expiring December 1, 2022.

ATTACHMENTS

1. RFP for consulting services
2. Agreement between VCE and First Principles Advisory, LLC
3. Resolution 2022-XXX

**Valley Clean Energy Alliance
604 2nd Street, Davis, California 95616
Phone: (530) 446-2750**



**REQUEST FOR PROPOSALS
FOR
2022 Integrated Resource Plan Portfolio Modeling**

**PROPOSALS ARE DUE:
Friday, May 27, 2022 BY 4:00 P.M. (Pacific Daylight Time)
Proposals must be e-mailed in PDF form to Gordon.Samuel@ValleyCleanEnergy.org with any
preliminary redlines to VCE Sample Agreement**

**Valley Clean Energy Alliance is a Joint Powers Authority
consisting of the Cities of Davis, Woodland, and Winters and the County of Yolo.**

Scope of Services**2022 IRP Modeling****I. INTRODUCTION**

Valley Clean Energy (VCE) is seeking a qualified consultant (Contractor) to provide system modeling and technical support that will be used in the 2022 Integrated Resource Plan (IRP) process at the California Public Utilities Commission (CPUC).

The successful proposal submittal must demonstrate that the Contractor has the appropriate professional and technical background to fulfill the scope of work. The contractor must have expertise in electric system modeling and a proven ability to update, maintain, and run such models.

The chief use of this production cost modeling is in the context of the CPUC's IRP proceeding, although VCE reserves the right to request modeling for other proceedings where modeling is relevant, such as Resource Adequacy (RA).

II. BACKGROUND

2.1 VCE is a joint powers authority providing a state-authorized Community Choice Energy (CCE) program. Participating VCE governments include the City of Davis, the City of Woodland, the City of Winters and the unincorporated areas of Yolo County. PG&E continues to deliver the electricity procured by VCE and to perform billing, metering, and other electric distribution utility functions and services. Customers within the participating jurisdictions have the choice not to participate in the VCE program.

2.2 Since VCE started serving load in June 2018, VCE has added resources under long term contracts and is gradually building up a portfolio of short and long term assets in line with its vision and the demand of its customers. To date, VCE has relied mainly on market purchases of energy, RA, and Renewable Energy Credits (RECs) in order to serve its electric demand and meet regulatory requirements with respect to RA and renewable energy. VCE has since contracted for solar, solar plus energy storage, standalone energy storage, and demand response resources.

III. DETAILED SCOPE OF WORK

The scope of work for this project includes the following:

- **Compile and maintain** electric system model database from public sources where possible, including:
 - Generator list and specifications, including heat rates, outages, retirement dates, etc.
 - Transmission constraints
 - Load Data
 - Weather Data

- **Provide and update** written documentation of model assumptions and logic as requested
- **Integrate** CPUC's Preferred System Portfolios (PSPs) into system model once they become available on or around June 15, 2022, along with other modeling requirements known as Inputs & Assumptions (I&A) such as Effective Load Carrying Capacity (ELCC) values for different resources
- **Integrate** VCE's load from the CEC's 2021 IEPR forecast (Mid Baseline – [Additional Achievable Energy Efficiency] AAEE Scenario 3, [Additional Achievable Fuel Substitution] AAFS Scenario 3) Form 1.1c as modified by VCE (if applicable) into system model
- **Integrate** VCE's existing and planned portfolio into system model
- **Integrate** Inputs & Assumptions to be determined by Astrape, E3, and CPUC Staff
- **Run system model** to develop reliability assessment, decarbonization metrics, and cost analysis
 - Compare PSPs to VCE's existing and planned resources portfolio
 - Perform sensitivities and scenario analysis to identify possible emissions or cost savings
- **Provide** relevant data cleaning and analysis scripts to VCE staff as requested for review
- **Develop** charts and graphs summarizing outputs to be used in the IRP Narrative as requested by VCE staff for use by VCE's other consultants who will be writing the Narrative
- **Coordinate and Timely Provide** necessary graphs, charts, and data points with VCE staff and its other consultants for the purpose of completing all required IRP compliance files such as the Narrative, Resource Data Template, and Clean System Power Calculator
- **By July 11, 2022, Enter Data into Templates** by filling out the Clean System Power Calculator and the Resource Data Template with data on RA, energy, load, criteria pollutants, energy contract information, and all other information from the model and from VCE staff to meet the compliance requirements of the PSPs and any requested alternative VCE portfolio (if applicable) and provide the templates to VCE staff and its other consultants for review, editing, and Narrative development
- **Develop Outline for the Reliability Section** of the Narrative based on model outputs
- **Ensure Timely Preparation** of all requirements for the November 1, 2022 due date

IV. FEE SCHEDULE

Contractor shall provide a not to exceed lump sum price. If VCE modifies the scope and additional study work needs to be performed, Contractor shall provide a change order price before initiating the work.

V. PROPOSAL REQUIREMENTS

In order to be considered, all proposals must be submitted by the deadlines listed in the RFP schedule included herein. When completing the Contractor's RFP response, Contractor must include the following detail:

- Background and experience of all staff involved in modeling, including:

- Name, position, and short biography of employee(s) responsible for providing this service
- Hourly rate
- Modeling / quantitative analysis expertise
- Description of the modeling tools used, including:
 - Scope (CAISO/California/WECC)
 - Time horizon (full year, multiple years, etc.).
 - Granularity (daily, hourly, sub-hourly)
 - Runtime (hours per model run, including min/max ranges depending on number of scenarios and any performance improvements that can be realized through running multiple scenarios in parallel)
 - Any data or cloud services (AWS, etc.) used for storing data or improving performance.
 - List and detailed description of model outputs (cost, emissions, reliability metrics, etc.), providing samples where relevant
 - Granularity of outputs (generator level / balancing authority level)
 - System requirements for the model (Mac / Windows, which OS, RAM, etc.)
 - A description of how the model stores data for, and handles analysis of, multiple scenarios—i.e., how a user can run different scenarios without having to manually change the database every time
- Reports or presentations summarizing model results
- Experience with CPUC proceedings, especially an understanding of CPUC-jurisdictional load-serving entity IRP requirements, familiarity with the RESOLVE model, and the Clean System Power tool and Resource Data Template developed by E3
- The Contractor should affirm whether the model’s database is already “in-model,” or would have to be purchased separately, and provide relevant pricing data for access and maintenance
- Describe how the Contractor will adhere to anti-trust and collusion laws while providing this service to VCE
- Describe how the Contractor will avoid conflicts of interest with other power providers and/or regulatory bodies while providing this service to VCE
- The Contractor should provide a project management plan with proposed dates and milestones
- Any preliminary redlines to the VCE Sample Contract should be provided with RFP response

VI. PROPOSAL EVALUATION

VCE will evaluate all proposals based on the following criteria:

- Experience with production cost models
- Staff qualifications
- Model specs
- Fee Schedule
- Project management plan with proposed dates and milestones

- Compliance with VCE Sample Contract

VCE may, or may not, negotiate contract terms with selected Contractor(s) prior to award, and expressly reserves the right to negotiate with several Contractors simultaneously and, thereafter, to award a contract to the Contractor(s) offering the most favorable terms. Proposals submitted, therefore, should contain the Contractor’s most favorable terms and conditions, as the selection and tentative award may be made without further discussion with any Contractor.

VCE reserves the right to accept or reject any and all submitted proposals, to waive minor irregularities, modify services, and to request additional information or revisions to offers, and to negotiate with any or all Contractors at any stage of the evaluation.

VCE will not make a final contract award unless it is approved by its Board of Directors.

VII. CONTRACTOR MINIMUM QUALIFICATIONS

The proposals submitted in response to this RFP shall be evaluated for award based on the following criteria and weighting.

Item	Criteria Description	Weighting
	Experience and Qualifications <ol style="list-style-type: none"> 1. Experience of firm 2. Resumes of staff designated to support this scope 3. CCA/Public Power/Energy experience 	40%
	Compliance with VCE Sample Contract	20%
	Price	40%
	Total	100%

7.1 Proposal Submittal Requirements

1. Ten pages maximum submitted electronically. Executive Summary with brief description of company including Firm or individual name and contact information, including e-mail and website addresses, year organized, principals with the firm, types of work performed, number of employees.
2. Resumes of key staff that would work on VCE projects.
3. Information on any previous experience or services provided, including CCA experience.

4. Other factors or special considerations you feel would influence the selection of your proposal.
5. List of references and contact information.
6. Preliminary redlines to VCE Sample Contract (if any).

7.2 Miscellaneous

1. Additional Information

Scope of Services may be revised upon mutual agreement between the Contractor and VCE.

2. Ownership of Work Products

All notes, documents, and final products in all native formats (e.g., Word, Excel, PowerPoint, databases, handwritten notes) produced in the performance of this agreement shall be the property of VCE and shall not be shared with other entities without permission from VCE staff.

VIII. RFP Timeline

8.4 Instructions to Proposers

1. Time and Manner of Submission

The Proposal shall be submitted electronically to and received by VCE's office no later than 4:00 p.m. PDT on Friday, May 27, 2022.

Submit to:

Gordon Samuel, Assistant General Manager

Email: Gordon.Samuel@ValleyCleanEnergy.org

Use the subject line: "IRP Modeling Consulting Services"

- Each proposal shall include the full business legal name, DBA, and address and shall be signed by an authorized official of the company. The name of each person signing the proposal shall be typed or printed below the signature.
- All proposals submitted become the property of VCE.

2. Explanations to Proposers

All requests, questions or other communications regarding this RFP shall be made in writing to VCE via email **no later than 4:00 p.m. PDT on Friday, May 20, 2022.** Address all communications to Gordon Samuel (Gordon.Samuel@ValleyCleanEnergy.org). To ensure that written requests are received and answered in a timely manner, email correspondence is required. An FAQ response document will be posted on VCE's RFP Website at <https://valleycleanenergy.org/solicitations-rfp> the week responses are due.

VCE will not be bound by any oral interpretation of the Request for Proposal, which may be made by any of its representatives or employees, unless such interpretations are subsequently issued in the form of an addendum to this Request for Proposal.

3. Withdrawal or Modification of Proposals

Proposals may be modified or withdrawn only by an electronic request received by VCE prior to the Request for Proposal due date.

4. Revisions and Supplements

Addenda: If it becomes necessary to revise or supplement any part of this Request for Proposal an addendum will be provided.

5. Proposal Evaluation and Selection Process

The proposals submitted shall be evaluated for award based on the criteria described in the "Proposal Requirements" section of this RFP.

VCE may request additional information from any or all Proposers after the initial evaluation of the proposals to clarify terms and conditions.

Based on VCE's review of the proposals received, a "short listed" group of Proposers may be selected. The "short listed" firms may be required to make verbal presentations of their qualification to VCE. If a presentation is determined to be required, the presentation will be considered in the overall technical rating.

The contract will be awarded to the best-qualified Proposer, after price and other factors have been considered, provided that the proposal is reasonable and is in the best interests of VCE to accept it.

The right is reserved, as the interest of VCE may require, to reject any or all proposals and to waive any irregularity in the proposals received.

Within fourteen (14) calendar days after notice of award, the successful Proposer shall deliver to VCE the required insurance certificates as per section 3.10 of the sample contract and the signed copies of the contract. The contract forms will be forwarded to the Proposer with the award notification.

6. Duration of Contract

This contract shall be for one year, subject to approval by VCE's Board of Directors of the corresponding annual budget, unless otherwise mutually agreed upon in writing.

The Budget is subject to the approval of VCE's Board of Directors.

7. Qualifications of Proposers

VCE expressly reserves the right to reject any proposal if it determines that the business and technical organization, financial and other resources, or experience of the Proposer, compared to the work proposed justifies such rejection.

8. Proposal Preparation Costs

The costs of developing proposals are entirely the responsibility of the Proposer and shall not be charged in any manner to VCE.

9. Conflicts

If conflicts exist between the contract and the other elements of this Request for Proposal, the contract prevails. If conflict exists within the contract itself, the Terms and Conditions govern, followed by Scope of Services. If conflict exists between the contract and applicable Federal or State law, rule, regulation, order, or code; the law, rule, regulation, order, or code shall control. Varying levels of control between the Terms and Conditions, drawings and documents, laws, rules, regulations, orders, or codes are not deemed conflicts, and the most stringent requirement(s) shall control.

10. Manner and Time of Payment

Billing shall be submitted monthly with a detailed, itemized billing on a monthly basis in order to avoid any confusion of services provided.

11. Subcontractors

The Proposers must describe in their proposals the areas that they anticipate subcontracting to specialty firms. Identify the firms and describe how Proposer will manage these subcontracts.

Contractor will pay subcontractors in a timely manner.

Nothing contained in the Contract shall create any contractual relation between any subcontractor and VCE.

12. Notice Related to Proprietary/Confidential Data

Proposers are advised that the California Public Records Act (the "Act", Government Code §§ 6250 et seq.) provides that any person may inspect or be provided a copy of any identifiable public record or document that is not exempted from disclosure by the express provisions of the Act. Each Proposer shall clearly identify any information within its submission that it intends to ask VCE to withhold as exempt under the Act. Any information contained in a Proposer's submission which the Proposer believes qualifies for exemption from public disclosure as "proprietary" or "confidential" must be identified as such at the time of first submission of the Proposer's response to this RFP. A failure to identify information contained in a Proposer's submission to this RFP as "proprietary" or "confidential" shall constitute a waiver of Proposer's right to object to the release of such information upon request under the Act. VCE favors full and open disclosure of all such records. VCE will not expend public funds defending claims for access to, inspection of, or to be provided copies of any such records.

13. Contract

VCE's standard contract (Attachment A – sample contract) is included in the Sample Contract section of this Request for Proposal. VCE may reject proposals that contain exceptions to the Terms and Conditions included in the sample contract.

5.5 Performance Requirements

Performance Requirements/Acceptance Criteria

- a. All Milestones shall be completed in accordance with approved schedule.
- b. Deliverable items must be complete, legible, comprehensible, and satisfy all requirements set forth in the scope of work.

5.6 Reference Documents

VCE will provide reference documents to aid in the preparation of RFP responses after execution of the non-disclosure agreement (NDA) – a sample NDA is attached as Attachment B.

5.7 Resource and Submittal Requirements

Contractor shall provide all resources required to complete the work described herein, including but not limited to skills, services, supervision, tools, documents, information, labor, materials, equipment, computing capability, transportation, and any other necessary item or expense to fulfill the work requirements.

ATTACHMENT A - SAMPLE CONTRACT

A SAMPLE CONTRACT IS ATTACHED HERETO.

SAMPLE CONTRACT INTENTIONALLY REMOVED

ATTACHMENT B – SAMPLE NON-DISCLOSURE AGREEMENT

A SAMPLE NON-DISCLOSURE AGREEMENT IS ATTACHED HERETO.

SAMPLE NON-DISCLOSURE AGREEMENT

INTENTIONALLY REMOVED

**AGREEMENT BETWEEN THE VALLEY CLEAN ENERGY ALLIANCE AND
FIRST PRINCIPLES ADVISORY, LLC
FOR
INTEGRATED RESOURCE PLANNING PORTFOLIO MODELING**

THIS AGREEMENT, is entered into this 1st day of July 2022, by and between the VALLEY CLEAN ENERGY ALLIANCE, a Joint Powers Authority organized and operating under the laws of the State of California, with its principal place of business at 604 Second Street, Davis, California, 95616 ("VCE"), and First Principles Advisory, a LLC whose address is 1116 Sills Court #3, Capitola CA 95010 (hereinafter referred to as "Consultant") (collectively referred to as the "Parties" and individually as a "Party").

RECITALS:

A. VCE is an independent public agency duly organized under the provisions of the Joint Exercise of Powers Act of the State of California (Government Code Section 6500 *et seq.*) ("Act") with the power to conduct its business and enter into agreements.

B. Consultant possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement pursuant to the terms and conditions described herein.

C. VCE and Consultant desire to enter into an agreement for Integrated Resource Planning Portfolio Modeling upon the terms and conditions herein.

NOW, THEREFORE, the Parties mutually agree as follows:

6. **TERM**

The term of this Agreement shall commence on July 1, 2022 and shall terminate on December 1, 2022, unless terminated earlier as set forth herein.

7. **SERVICES TO BE PERFORMED**

Consultant shall perform each and every service set forth in Exhibit "A" pursuant to the schedule of performance set forth in Exhibit "B," both of which are attached hereto and incorporated herein by this reference.

8. **COMPENSATION TO CONSULTANT**

Consultant shall be compensated for services performed pursuant to this Agreement in a total amount not to exceed Thirty-three thousand seven hundred and fifty dollars (\$33,750.00) based on the rates and terms set forth in Exhibit "C," which is attached hereto and incorporated herein by this reference.

9. **TIME IS OF THE ESSENCE**

Consultant and VCE agree that time is of the essence regarding the performance of this Agreement.

10. **STANDARD OF CARE**

Consultant agrees to perform all services required by this Agreement in a manner commensurate with the prevailing standards of specially trained professionals in the San Francisco Bay Area under similar circumstances and in a manner reasonably satisfactory to VCE and agrees that all services shall be performed by qualified and experienced personnel. Consultant shall be responsible to VCE for any errors or omissions in the performance of work pursuant to this Agreement. Should any errors caused by Consultant be found in such services or products, Consultant shall correct the errors at no additional charge to VCE by redoing the professional work and/or revising the work product(s) called for in the Scope of Services to eliminate the errors. Should Consultant fail to make such correction in a reasonably timely manner, such correction may be made by VCE, and the cost thereof shall be charged to Consultant. In addition to all other available remedies, VCE may deduct the cost of such correction from any retention amount held by VCE or may withhold payment otherwise owed Consultant under this Agreement up to the amount of the cost of correction.

11. **INDEPENDENT PARTIES**

VCE and Consultant intend that the relationship between them created by this Agreement is that of an independent contractor. The manner and means of conducting the work are under the control of Consultant, except to the extent they are limited by statute, rule or regulation and the express terms of this Agreement. No civil service status or other right of employment will be acquired by virtue of Consultant's services. None of the benefits provided by VCE to its employees, including but not limited to, unemployment insurance, workers' compensation plans, vacation and sick leave are available from VCE to Consultant, its employees or agents. Deductions shall not be made for any state or federal taxes, FICA payments, PERS payments, or other purposes normally associated with an employer-employee relationship from any fees due Consultant. Payments of the above items, if required, are the responsibility of Consultant. Consultant shall indemnify and hold harmless VCE and its elected officials, officers, employees, servants, designated volunteers, and agents serving as independent contractors in the role of VCE officials, from any and all liability, damages, claims, costs and expenses of any nature to the extent arising from Consultant's personnel practices. VCE shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to VCE from Consultant as a result of Consultant's failure to promptly pay to VCE any reimbursement or indemnification arising under this section.

12. **NO RECOURSE AGAINST CONSTITUENT MEMBERS OF VCE**

VCE is organized as a Joint Powers VCE in accordance with the Joint Powers Act of the State of California (Government Code Section 6500 et seq.) pursuant to a Joint Powers Agreement dated March 31, 2016, and is a public entity separate from its constituent members. VCE shall solely be responsible for all debts, obligations and liabilities accruing and arising out of this Agreement. Consultant shall have no rights and shall not make any claims, take any actions or assert any remedies against any of VCE's constituent members in connection with this Agreement.

13. **NON-DISCRIMINATION**

In the performance of this Agreement, Consultant, and any subconsultant under the Consultant, shall not discriminate against any employee, subcontractor or applicant for

employment because of race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information, sexual orientation, military or veteran status, or other basis prohibited by law, except as provided in Government Code section 12940. Consultant shall have responsibility for compliance with this Section.

14. **HOLD HARMLESS AND INDEMNIFICATION**

A. **Intellectual Property Indemnification.** Consultant hereby certifies that it owns, controls, or licenses and retains all right, title, and interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and other technology relating to any part of the services and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets (collectively referred to as "IP Rights"), except as otherwise expressly provided by this Agreement. Consultant warrants that the services to be provided pursuant to this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Consultant shall indemnify, defend, and hold Indemnitees, harmless from and against any Liabilities by a third party that the services to be provided pursuant to this Agreement infringe or violate any third-party's IP Rights, provided any such right is enforceable in the United States. Such costs and expenses shall include reasonable attorneys' fees of counsel of VCE's choice, expert fees and all other costs and fees of litigation.

B. The acceptance of the services by VCE shall not operate as a waiver of these rights of indemnification. The hold harmless and indemnification provisions of this Section shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liability.

C. Consultant's indemnifications and obligations under this section shall survive the expiration or termination of this Agreement.

15. **INSURANCE**

A. **General Requirements.** On or before the commencement of the term of this Agreement, Consultant shall furnish VCE with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with the requirements listed in Exhibit "D," which is attached hereto and incorporated herein by this reference. Such insurance and certificates, which do not limit Consultant's indemnification obligations under this Agreement, shall also contain substantially the following statement: "Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide thirty (30) days' advance written notice to VCE by certified mail, Attention: Chief Executive Officer." Consultant shall maintain in force at all times during the performance of this Agreement all appropriate coverage of insurance required by this Agreement with an insurance company that is acceptable to VCE and licensed to do insurance business in the State of California. Endorsements naming VCE as additional insured shall be submitted with the insurance certificates.

B. **Subrogation Waiver.** Consultant agrees that in the event of loss due to any of the perils for which he/she has agreed to provide comprehensive general and automotive liability insurance, Consultant shall look solely to his/her/its insurance for recovery. Consultant hereby grants to VCE, on behalf of any insurer providing comprehensive general and automotive liability

insurance to either Consultant or VCE with respect to the services of Consultant herein, a waiver of any right to subrogation which any such insurer of Consultant may acquire against VCE by virtue of the payment of any loss under such insurance.

C. Failure to secure or maintain insurance. If Consultant at any time during the term hereof should fail to secure or maintain the foregoing insurance, VCE shall be permitted to obtain such insurance in the Consultant's name or as an agent of the Consultant and shall be compensated by the Consultant for the costs of the insurance premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid.

D. Additional Insured. VCE, its members, officers, employees and volunteers shall be named as additional insureds under all insurance coverages, except any professional liability insurance, required by this Agreement. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy.

E. Sufficiency of Insurance. The insurance limits required by VCE are not represented as being sufficient to protect Consultant. Consultant is advised to confer with Consultant's insurance broker to determine adequate coverage for Consultant.

F. Maximum Coverage and Limits. It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements and/or limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be the minimum coverage and limits specified in this Agreement, or the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured, whichever is greater.

16. CONFLICT OF INTEREST

Consultant warrants that it, its officers, employees, associates and subcontractors, presently have no interest, and will not acquire any interest, direct or indirect, financial or otherwise, that would conflict in any way with the performance of this Agreement, and that it, its officers, employees, associates and subcontractors, will not employ any person having such an interest. Consultant and its officers, employees, associates and subcontractors, if any, shall comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this Agreement, including the Political Reform Act (Gov. Code § 81000, et seq.) and Government Code Section 1090. During the term of this Agreement, Consultant may perform similar services for other clients, but Consultant and its officers, employees, associates and subcontractors shall not, without the VCE Representative's prior written approval, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute. Consultant shall incorporate a clause substantially similar to this section into any subcontract that Consultant executes in connection with the performance of this Agreement. Consultant understands that it may be required to fill out a conflict of interest form if the services provided under this Agreement require Consultant to

make certain governmental decisions or serve in a staff VCE, as defined in Title 2, Division 6, Section 18700 of the California Code of Regulations.

17. **PROHIBITION AGAINST TRANSFERS**

Consultant shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of VCE. Any attempt to do so without such consent shall be null and void, and any assignee, sublessee, pledgee, or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, claims for money by Consultant from VCE under this Agreement may be assigned to a bank, trust company or other financial institution without prior written consent. Written notice of such assignment shall be promptly furnished to VCE by Consultant.

The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Consultant, or of the interest of any general partner or joint venturer or syndicate member or cotenant, if Consultant is a partnership or joint venture or syndicate or cotenancy, which shall result in changing the control of Consultant, shall be construed as an assignment of this Agreement. Control means fifty percent (50%) or more of the voting power of the corporation.

18. **SUBCONTRACTOR APPROVAL**

Unless prior written consent from VCE is obtained, only those persons and subcontractors whose names are attached to this Agreement shall be used in the performance of this Agreement.

In the event that Consultant employs subcontractors, such subcontractors shall be required to furnish proof of workers' compensation insurance and shall also be required to carry general, automobile and professional liability insurance in substantial conformity to the insurance carried by Consultant. In addition, any work or services subcontracted hereunder shall be subject to each provision of this Agreement.

Consultant agrees to include within their subcontract(s) with any and all subcontractors the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the subcontractor's work. Subcontractors hired by Consultant shall agree to be bound to Consultant and VCE in the same manner and to the same extent as Consultant is bound to VCE under this Agreement. Subcontractors shall agree to include these same provisions within any sub-subcontract. Consultant shall provide a copy of the Indemnity and Insurance provisions of this Agreement to any subcontractor. Consultant shall require all subcontractors to provide valid certificates of insurance and the required endorsements prior to commencement of any work and will provide proof of compliance to VCE.

19. **REPORTS**

A. Each and every report, draft, work product, map, record and other document, hereinafter collectively referred to as "Report", reproduced, prepared or caused to be prepared by Consultant pursuant to or in connection with this Agreement, shall be the exclusive property of VCE. Consultant shall not copyright any Report required by this Agreement and shall execute appropriate documents to assign to VCE the copyright to Reports created pursuant to this Agreement. Any Report, information and data acquired or required by this Agreement shall

become the property of VCE, and all publication rights are reserved to VCE. Consultant may retain a copy of any Report furnished to VCE pursuant to this Agreement.

B. All Reports prepared by Consultant may be used by VCE in execution or implementation of: (1) The original project for which Consultant was hired; (2) Completion of the original project by others; (3) Subsequent additions to the original project; and/or (4) Other VCE projects as VCE deems appropriate in its sole discretion.

C. Consultant shall, at such time and in such form as VCE may require, furnish reports concerning the status of services required under this Agreement.

D. All Reports shall also be provided in electronic format, both in the original file format (e.g., Microsoft Word) and in PDF format.

E. No Report, information or other data given to or prepared or assembled by Consultant pursuant to this Agreement that has not been publicly released shall be made available to any individual or organization by Consultant without prior approval by VCE.

F. VCE shall be the owner of and shall be entitled upon request to immediate possession of accurate reproducible copies of Reports or other pertinent data and information gathered or computed by Consultant prior to termination of this Agreement or upon completion of the work pursuant to this Agreement.

20. RECORDS

Consultant shall maintain complete and accurate records with respect to costs, expenses, receipts and other such information required by VCE that relate to the performance of services under this Agreement, in sufficient detail to permit an evaluation of the services and costs. All such records shall be clearly identified and readily accessible. Consultant shall provide free access to such books and records to the representatives of VCE or its designees at all proper times, and gives VCE the right to examine and audit same, and to make transcripts therefrom as necessary, and to allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a minimum period of five (5) years after Consultant receives final payment from VCE for all services required under this agreement

21. PARTY REPRESENTATIVES

The Executive Officer ("VCE Representative") shall represent VCE in all matters pertaining to the services to be performed under this Agreement. James Himelic (Consultant Representative") shall represent Consultant in all matters pertaining to the services to be performed under this Agreement.

22. INFORMATION AND DOCUMENTS

A. Consultant covenants that all data, reports, documents, discussion, or other information (collectively "Data") developed or received by Consultant or provided for

performance of this Agreement are deemed confidential and shall not be disclosed or released by Consultant without prior written authorization by VCE. VCE shall grant such authorization if applicable law requires disclosure. Consultant, its officers, employees, agents, or subcontractors shall not without written authorization from the VCE Representative or unless requested in writing by VCE's counsel, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property located within VCE. Response to a subpoena or court order shall not be considered "voluntary," provided Consultant gives VCE notice of such court order or subpoena.

B. Consultant shall promptly notify VCE should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder or with respect to any project or property located within VCE. VCE may, but has no obligation to, represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with VCE and to provide VCE with the opportunity to review any response to discovery requests provided by Consultant. However, VCE's right to review any such response does not imply or mean the right by VCE to control, direct or rewrite the response.

C. In the event VCE gives Consultant written notice of a "litigation hold", then as to all data identified in such notice, Consultant shall, at no additional cost to VCE, isolate and preserve all such data pending receipt of further direction from VCE.

D. Consultant's covenants under this section shall survive the expiration or termination of this Agreement.

23. NOTICES

Any notice, consent, request, demand, bill, invoice, report or other communication required or permitted under this Agreement shall be in writing and conclusively deemed effective: (a) on personal delivery, (b) on confirmed delivery by courier service during Consultant's and VCE's regular business hours, or (c) three Business Days after deposit in the United States mail, by first class mail, postage prepaid, and addressed to the Party to be notified as set forth below:

TO VCE:

Valley Clean Energy Alliance
604 Second Street
Davis, CA 95616
Attention: Executive Officer

TO CONSULTANT:

James Himelic
First Principles Advisory, LLC
1116 Sills Court #3
Capitola, CA 95010

24. **TERMINATION**

In the event Consultant fails or refuses to perform any of the provisions hereof at the time and in the manner required hereunder, Consultant shall be deemed in default in the performance of this Agreement. If Consultant fails to cure the default within the time specified (which shall be determined by VCE but shall be not less than 10 days) and according to the requirements set forth in VCE's written notice of default, and in addition to any other remedy available to VCE by law, the VCE Representative may terminate the Agreement by giving Consultant written notice thereof, which shall be effective immediately. The VCE Representative shall also have the option, at its sole discretion and without cause, of terminating this Agreement by giving seven (7) calendar days' prior written notice to Consultant as provided herein. Upon receipt of any notice of termination, Consultant shall immediately discontinue performance. If VCE shall fail to fulfill in a timely and proper manner its obligations under this Agreement, Consultant shall thereupon have the right to terminate this Agreement if such violation is not corrected within ten (10) days after submitting written notice to VCE. In the event of such termination, Consultant shall be entitled to receive just and equitable compensation, not to exceed the agreed amount for services provided before termination, for any satisfactory work completed on such documents and other materials prior to receipt of notice of default.

In the event of VCE's termination of this Agreement due to no fault or failure of performance by Consultant, VCE shall pay Consultant for services satisfactorily performed up to the effective date of termination. Upon termination, Consultant shall immediately deliver to VCE any and all copies of studies, sketches, drawings, computations, and other material or products, whether or not completed, prepared by Consultant or given to Consultant, in connection with this Agreement. Such materials shall become the property of VCE. Consultant shall have no other claim against VCE by reason of such termination, including any claim for compensation.

25. **COMPLIANCE WITH LAWS**

Consultant shall keep itself informed of all applicable federal, state and local laws, ordinances, codes, regulations and requirements which may, in any manner, affect those employed by it or in any way affect the performance of its services pursuant to this Agreement. Consultant shall, at all times, observe and comply with all such laws and regulations. VCE, and its officers and employees, shall not be liable at law or in equity by reason of the failure of the Consultant to comply with this paragraph.

Consultant represents and agrees that all personnel engaged by Consultant in performing services are and shall be fully qualified and are authorized or permitted under state and local law to perform such services. Consultant represents and warrants to VCE that it has all licenses, permits, certificates, qualifications, and approvals required by law to provide the services and work required to perform services under this Agreement, including a business license. Consultant further represents and warrants that it shall keep in effect all such licenses, permits, and other approvals during the term of this Agreement.

26. **CONFLICT OF LAW**

This Agreement shall be interpreted under, and enforced by the laws of the State of California. The Agreement and obligations of the Parties are subject to all valid laws, orders, rules,

and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities). Any suits brought pursuant to this Agreement shall be filed with the Superior Court of the County of Yolo, State of California.

27. **ADVERTISEMENT**

Consultant shall not post, exhibit, display or allow to be posted, exhibited, displayed any signs, advertising, show bills, lithographs, posters or cards of any kind pertaining to the services performed under this Agreement unless prior written approval has been secured from VCE to do otherwise.

28. **WAIVER**

A waiver by VCE of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein, whether of the same or a different character.

29. **INTEGRATED CONTRACT**

This Agreement represents the full and complete understanding of every kind or nature whatsoever between the Parties, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification of this Agreement will be effective only by a written document signed by both VCE and Consultant.

30. **AUTHORITY**

The individual(s) executing this Agreement represent and warrant that they have the legal authority and authority to do so on behalf of their respective legal entities.

31. **INSERTED PROVISIONS**

Each provision and clause required by law to be inserted into the Agreement shall be deemed to be enacted herein, and the Agreement shall be read and enforced as though each were included herein. If through mistake or otherwise, any such provision is not inserted or is not correctly inserted, the Agreement shall be amended to make such insertion on application by either Party.

32. **CAPTIONS AND TERMS**

The captions in this Agreement are for convenience only, are not a part of the Agreement and in no way affect, limit or amplify the terms or provisions of this Agreement.

33. **VCE'S RIGHTS TO EMPLOY OTHER CONSULTANTS**

VCE reserves the right to employ other consultants in connection with the subject matter of the Scope of Services.

34. **EXHIBITS**

The Exhibits referenced in this Agreement are attached hereto and incorporated herein by this reference as though set forth in full in the Agreement. If any inconsistency exists or arises between a provision of this Agreement and a provision of any exhibit, or between a provision of this Agreement and a provision of Consultant's proposal, the provisions of this Agreement shall control.

35. **FORCE MAJEURE**

Consultant shall not be liable for any failure to perform its obligations under this Agreement if Consultant presents acceptable evidence, in VCE's reasonable judgment, that such failure was due to acts of God, pandemics, embargoes, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental controls, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes beyond Consultant's reasonable control and not due to any act by Consultant.

36. **RESERVED**

37. **ATTORNEY FEES**

In any litigation or other proceeding by which a Party seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing Party shall be entitled to recover all attorneys' fees, experts' fees, and other costs actually incurred in connection with such litigation or other proceeding, in addition to all other relief to which that Party may be entitled.

38. **SEVERABILITY**

If any provision in this Agreement is held by a court of competent jurisdiction to be illegal, invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

39. **SUCCESSORS AND ASSIGNS**

The terms and conditions of this Agreement shall be binding on the successors and assigns of the Parties to this Agreement.

40. **NO THIRD PARTY BENEFICIARIES INTENDED**

This Agreement is made solely for the benefit of the Parties to this Agreement and their respective successors and assigns, and no other person or entity may have or acquire a right by virtue of this Agreement.

41. **COUNTERPARTS; FACSIMILE/PDF/ELECTRONIC SIGNATURE**

This Agreement may be executed in multiple counterparts, all of which shall be deemed an original, and all of which will constitute one and the same instrument. The Parties agree that a

facsimile, PDF or electronic signature may substitute for and have the same legal effect as the original signature.

42. **DRAFTING PARTY**

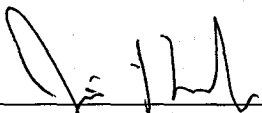
This Agreement shall be construed without regard to the Party that drafted it. Any ambiguity shall not be interpreted against either Party and shall, instead, be resolved in accordance with other applicable rules concerning the interpretation of contracts.


IN WITNESS WHEREOF, the Parties have caused the Agreement to be executed as of the date set forth above.

RECOMMENDED FOR APPROVAL

FIRST PRINCIPLES ADVISORY LLC

VALLEY CLEAN ENERGY ALLIANCE
A Joint Powers Authority

By: 
Name: James Himelic
Title: Founder
Date: 7/6/2022

By: 
Name: Mitch Sears
Title: Executive Officer
Date: July 6, 2022

APPROVED AS TO FORM:


Counsel for VCE

EXHIBIT A

SCOPE OF SERVICES

a) Aggregating VCE's Needs

First Principles will host a kick-off meeting to walk through the proposed project plan and the information it will require from VCE to provide an on time, high-quality set of final deliverables.

b) Understanding VCE's Values and Incorporating Them into the Model

For any portfolio optimization process to be successful, two requirements must be met: 1) a complete and accurate identification of the short- and long-term portfolio objectives and 2) the effective translation of these objectives into the appropriate model constraints. One of the key objectives of the ongoing meetings between VCE and First Principles will be to ensure that VCE's portfolio targets and goals are accurately represented in the models prior to optimizing the local portfolio(s).

c) Accounting for VCE Loads and Load Profiles

First Principles will work with VCE to ensure that all of the agency's load-related requests are appropriately accounted for when constructing the local portfolio(s). First Principles will utilize the default IEPR load forecasts assigned to VCE and, if applicable, coordinate with VCE's data analytics team to account for any custom load shapes.

d) Incorporating VCE Resources and Commitments

As a part of the ongoing meetings between First Principles and VCE, the firm will provide the agency with a data request template that outlines the contract information and portfolio constraints required for accurate and complete modeling runs and a successful submission of the IRP filing requirements.

e) Accommodating Centrally Mandated or IOU-Mandated Procurement

First Principles will work alongside VCE to fully account for the implications of the procurement orders recently issued by the CPUC. Given the large magnitude of scope for Commission orders D.19-11-016 and D.21-06-035, it's important that the modeling process accurately incorporates these orders. First Principles will define additional model constraints to capture VCE's allocated share of these orders and factor in any compliance-related procurement activity already taken by VCE.

f) Optimizing Resource Values and Developing a Preferred Portfolio

Resource evaluation and selection is a key phase in any IRP effort. By coupling its regional production cost models with its local portfolio optimization capabilities, First Principles is able

to present VCE with a robust set of portfolio options for a variety of scenarios. The firm will include supporting commentary that outlines the key trade-offs identified for each scenario evaluated.

g) Participating in CPUC IRP-Related Discussions

First Principles has been an active attendee in previous CPUC-led IRP workshops and plans to continue its participation in this meeting series for the 2022 cycle to stay informed on any changes enacted by the CPUC prior to final submission.

h) Documentation

First Principles recognizes the importance of good documentation. Thus, the firm will provide VCE with constructive documentation that outlines the key findings from the modeling along with the key assumptions defined for each scenario. First Principles will also provide VCE with completed versions of the Resource Data Template (RDT) and Clean System Power (CSP) tool along with a draft of the reliability section from the Narrative filing.

i) Administrative

First Principles anticipates that it will require 1-2 hours of VCE staff time per week. This time will be utilized to provide project status updates, communicate information requests, and discuss results.

EXHIBIT B

SCHEDULE OF PERFORMANCE

This schedule may be modified with the written approval of VCE.

Task	Begin	Complete
1. Project Kick-Off		July 2022
2. Data Request for VCE-related Portfolio Information		July 2022
1. Base Case Capacity Expansion Modeling Run for 1) an Aggregated System Target of 38 MMT of GHG Emissions in 2030 and 35 MMT in 2035 (the "30 MMT Portfolio") and 2) an Aggregated System Target of 30 MMT or Less in 2030 and 25 MMT in 2035 (the "25 MMT Portfolio")		August 2022
2. Base Case Production Cost Modeling Run for the 30 MMT Portfolio and the 25 MMT Portfolio		August 2022
3. Optimize a Preferred Conforming VCE Portfolio to apply to both the 30 MMT and 25 MMT Aggregated System Portfolios		September 2022
4. Deliver IRP Filing Requirements		No later than October 1, 2022

EXHIBIT C

COMPENSATION

VCE shall compensate Consultant for professional services in accordance with the terms and conditions of this Agreement based on the rates and compensation schedule set forth below. Compensation shall be calculated based on the hourly rates set forth below up to the not to exceed budget amount set forth below.

The compensation to be paid to Consultant under this Agreement for all services described in Exhibit "A" and reimbursable expenses shall not exceed a total of thirty three thousand seven hundred and fifty dollars (\$33,750), as set forth below. Any work performed or expenses incurred for which payment would result in a total exceeding the maximum amount of compensation set forth herein shall be at no cost to VCE unless previously approved in writing by VCE.

Task	Estimated Budget
1. Capacity Expansion Modeling	\$10,000
2. Production Cost Modeling	\$15,000
3. Local Portfolio Modeling	\$5,000
4. CPUC IRP Filing Requirements	\$3,750
Total	\$33,750

Rates

Personnel	Title	Hourly
James Himelic	Founder	\$225/hr

Invoices

Monthly Invoicing: In order to request payment, Consultant shall submit monthly invoices to VCE describing the services performed and the applicable charges (including a summary of the work performed during that period, personnel who performed the services, hours worked, task(s) for which work was performed). VCE shall pay all undisputed invoice amounts within thirty (30) calendar days after receipt up to the maximum compensation set forth herein. VCE does not pay interest on past due amounts.

Reimbursable Expenses

Administrative, overhead, secretarial time or overtime, word processing, photocopying, in house printing, insurance and other ordinary business expenses are included within the scope of payment for services and are not reimbursable expenses. Travel expenses must be authorized in advance in writing by VCE.

Additional Services

Consultant shall provide additional services outside of the services identified in Exhibit A only by advance written authorization from VCE Representative prior to commencement of any additional services. Consultant shall submit, at the VCE Representative's request, a detailed written proposal including a description of the scope of additional services, schedule, and proposed maximum compensation. Any changes mutually agreed upon by the Parties, and any increase or decrease in compensation, shall be incorporated by written amendments to this Agreement.

EXHIBIT D

INSURANCE REQUIREMENTS AND PROOF OF INSURANCE

Consultant shall maintain the following minimum insurance coverage:

A. **COVERAGE:**

- (1) **Workers' Compensation:**
Statutory coverage as required by the State of California.

- (2) **Liability:**
Commercial general liability coverage with minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury and property damage. ISO occurrence Form CG 0001 or equivalent is required.

- (3) **Automotive:**
Comprehensive automotive liability coverage with minimum limits of \$1,000,000 per accident for bodily injury and property damage. ISO Form CA 0001 or equivalent is required.

- (4) **Professional Liability**
Professional liability insurance which includes coverage for the professional acts, errors and omissions of Consultant in the amount of at least \$1,000,000.

VALLEY CLEAN ENERGY ALLIANCE

RESOLUTION NO. 2022- _____

**A RESOLUTION OF THE BOARD OF DIRECTORS OF VALLEY CLEAN ENERGY ALLIANCE
RATIFYING AN AGREEMENT WITH FIRST PRINCIPLES ADVISORY, LLC FOR INTEGRATED
RESOURCE PLANNING PORTFOLIO MODELING SERVICES**

WHEREAS, the Valley Clean Energy Alliance (“VCE”) was formed as a community choice aggregation agency (“CCA”) on November 16, 2016, under the Joint Exercise of Power Act, California Government Code sections 6500 et seq., among the County of Yolo, and the Cities of Davis and Woodland, to reduce greenhouse gas emissions, provide electricity, carry out programs to reduce energy consumption, develop local jobs in renewable energy, and promote energy security and rate stability in all of the member jurisdictions. The City of Winters, located in Yolo County, was added as a member of VCE and a party to the JPA in December of 2019; and,

WHEREAS, on May 5, 2022, a Request for Proposal (RFP) was released by VCE seeking proposals for Integrated Resource Planning (IRP) portfolio modeling services to assist in the two year update of the IRP to be submitted to the California Public Utilities Commission (CPUC); and,

WHEREAS, VCE staff reviewed and evaluated the RFP responses; and

WHEREAS, staff recommended to VCE’s Executive Officer that VCE enter into an agreement with First Principles Advisory, LLC (FPA) to prepare portfolio modeling services; and,

WHEREAS, the Executive Officer signed the agreement with FPA effective July 1, 2022.

NOW, THEREFORE, the Board of Directors of the Valley Clean Energy Alliance resolves as follows:

1. Ratifies VCE entering into a services agreement with First Principles Advisory, LLC to prepare portfolio modeling services for VCE’s two year update of the Integrated Resource Plan, for an amount not to exceed \$33,750 effective July 1, 2022 terminating December 1, 2022.

PASSED, APPROVED, AND ADOPTED, at a regular meeting of the Valley Clean Energy Alliance, held on the ___ day of _____ 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Jesse Loren, VCE Chair

Alisa M. Lembke, VCE Board Secretary

Attachment A: First Principles Advisory, LLC agreement

ATTACHMENT A

**INTEGRATED RESOURCE PLAN PORTFOLIO MODELING SERVICES AGREEMENT
WITH FIRST PRINCIPLES ADVISORY, LLC**