



RECIPIENT County of Mendocino	AGREEMENT NUMBER ARV-22-003
ADDRESS 501 Low Gap Road Ukiah, CA 95482	AGREEMENT TERM 11/16/2022 – 05/03/2027 The effective date of this Agreement is either the start date or the approval signature date by the California Energy Commission representative below, whichever is later. The California Energy Commission shall be the last party to sign. No work is authorized, nor shall any work begin, until on or after the effective date.

PROJECT DESCRIPTION
 The parties agree to comply with the terms and conditions of the following Exhibits which are by this reference made a part of the agreement.

Exhibit A – Scope of Work	Page(s): 18
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REIMBURSABLE AMOUNT \$655,702
MINIMUM MATCH SHARE REQUIRED \$169,280
TOTAL OF REIMBURSABLE AMOUNT AND MINIMUM MATCH \$824,982

The undersigned parties have read the attachments to this agreement and will comply with the standards and requirements contained therein.

CALIFORNIA ENERGY COMMISSION		CONTRACTOR	
AUTHORIZED SIGNATURE	DATE	AUTHORIZED SIGNATURE	DATE
Adrienne Winuk	Digitally signed by Adrienne Winuk Date: 2023.03.22 12:35:19 -07'00'		03/14/2023
NAME	NAME	TITLE	TITLE
Adrienne Winuk	Glenn McGourty	Contracts, Grants, and Loans Office Manager	Mendocino County Board of Supervisors, Chair
CALIFORNIA ENERGY COMMISSION ADDRESS			
715 P Street, MS-18, Sacramento, CA 95814		501 Low Gap Rd. Ukiah, CA 95482	

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By: [Signature]
DEPARTMENT HEAD

Date: 01/24/2023

Budgeted: Yes No

Budget Unit: 2910

Line Item: 82-5490

Org/Object Code: DR311

Grant: Yes No

Grant No.: **ARV-22-003**

COUNTY OF MENDOCINO

By: [Signature]
GLENN MCGOURTY, Chair
BOARD OF SUPERVISORS

Date: 03/14/2023

ATTEST:

DARCIE ANTLE, Clerk of said Board

By: [Signature]
Deputy 03/14/2023

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

DARCIE ANTLE, Clerk of said Board

By: [Signature]
Deputy 03/14/2023

INSURANCE REVIEW:

By: [Signature]
Risk Management

Date: 01/24/2023

CONTRACTOR/COMPANY NAME

By: See Page 1
SIGNATURE

Date: _____

NAME AND ADDRESS OF CONTRACTOR:

California Energy Commission
715 P St. MS-18
Sacramento, CA 95814

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

CHRISTIAN M. CURTIS,
County Counsel

By: [Signature]
Deputy

Date: 01/24/2023

EXECUTIVE OFFICE/FISCAL REVIEW:

By: [Signature]
Deputy CEO or Designee

Date: 01/24/2023

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors

Exception to Bid Process Required/Completed _____

Mendocino County Business License: Valid

Exempt Pursuant to MCC Section: ___ State entity _____

Exhibit A SCOPE OF WORK

TECHNICAL TASK LIST

Task #	CPR	Task Name
1		Administration
2	X	Planning and Design
3		Charger Procurement
4	X	Construction and Commissioning
5		Operations and Maintenance
6	X	Public Outreach and Education
7		Data Collection and Analysis
8		Project Fact Sheet

KEY NAME LIST

Task #	Key Personnel	Key Subcontractor(s)	Key Partner(s)
1	Xuyen Ung & Doug Anderson		
2	Andrew Wattenburger & Doug Anderson	Willdan, Redwood Coast Energy Authority	
3	Andrew Wattenburger	Willdan	ChargePoint
4	Andrew Wattenburger	Willdan	
5	Jeff Determan & Dan Mazzanti		ChargePoint
6	Janelle Rau		
7	Jeff Determan & Doug Anderson		ChargePoint
8	Andrew Wattenburger & Doug Anderson		

GLOSSARY

Specific terms and acronyms used throughout this scope of work are defined as follows:

Term/ Acronym	Definition
ADA	Americans with Disabilities Act

Term/ Acronym	Definition
CAM	Commission Agreement Manager
CAO	Commission Agreement Officer
CEC	California Energy Commission
CPR	Critical Project Review
CTP	Clean Transportation Program
EV	Electric Vehicle
EVCS	Electric Vehicle Charging Station
EVITP	Electric Vehicle Infrastructure Training Program
FTD	Fuels and Transportation Division
Recipient	County of Mendocino
Central System	<i>The central system that communicates with one or more chargers, for example, to authorize users, monitor charger status, and/or collect, transmit, record, and manage other information.</i>
Connector	<i>A connector is what is plugged into a vehicle to charge it.</i>
Charging Site	<i>A physical location with one or more chargers.</i>
Charger	<i>A device that safely supplies electrical power to an electric vehicle through connectors. Where a device has multiple connectors or can serve multiple parking spaces, the number of chargers is equal to the number of vehicles that can be simultaneously charged.</i>
Downtime	Any period of time within the standard hours of operation in which a charger is not operational. For networked chargers, a period in which the charge point's response to the central system's request for notification of operative status indicates that the connector or charge point is in an inoperative state is downtime. For example, in OCPP 1.6 intervals when StatusNotification.req protocol data unit Status Field = 'Unavailable' or 'Faulted' OR errorCode Field = 'ConnectorLockFailure', 'GroundFailure', 'HighTemperature', 'InternalError', 'OverCurrentFailure', 'OverVoltage', 'PowerMeterFailure', 'PowerSwitchFailure', 'ReaderFailure', 'ResetFailure', or 'UnderVoltage' are "downtime."

Term/ Acronym	Definition
Excluded Downtime	<p><i>A period of downtime, within the standard hours of operation, caused by any of the following: Electric Grid Power Loss: Power supplied by the electric utility for a site is not supplied at levels required to for minimum function of chargers / station. This may include, but is not limited to, service outages due to utility equipment malfunction or public safety power shut offs. Accident, Vandalism or Theft: Physical damage to the charger for events such as vehicle collision with a charger, theft of charging cables, damage to connectors from mishandling, and damage to screens. Excluded downtime is limited to a maximum of 5 days for each event. Telecommunication Network Outages: Loss of communication between a charger and a central system due to cellular or internet service provider system outages that are beyond the control of the Recipient. Planned Outage for Maintenance or Upgrade: Any planned maintenance indicated in the funding Recipient's Operations and Maintenance Plan, submitted with application for funding, or an updated Plan approved by the CAM in advance of the planned outage. Extraordinary Events: Unforeseeable events that would have been impossible to plan for using commercially reasonable methods.</i></p>
Operational	<p><i>A charging port is considered operational when its hardware and software are both online and available for use, or in use, and the charging port successfully dispenses electricity as expected.</i></p>
Uptime	<p>Uptime is calculated as:</p> $\frac{\text{Total Standard Hours of Operation} - \text{Downtime} + \text{Excluded Downtime}}{\text{Total Standard Hours of Operation}} * 100\%$

BACKGROUND

Assembly Bill (AB) 118 (Núñez, Chapter 750, Statutes of 2007), created the Clean Transportation Program. The statute authorizes the California Energy Commission (CEC) to develop and deploy alternative and renewable fuels and advanced transportation technologies to help attain the state's climate change, clean air, and alternative energy policies. AB 8 (Perea, Chapter 401, Statutes of 2013) re-authorizes the Clean Transportation Program through January 1, 2024. The Clean Transportation Program has an annual budget of approximately \$100 million and provides financial support for projects that:

- Reduce California's use and dependence on petroleum transportation fuels and increase the use of alternative and renewable fuels and advanced vehicle technologies.
- Produce sustainable alternative and renewable low-carbon fuels in California.
- Expand alternative fueling infrastructure and fueling stations.
- Improve the efficiency, performance and market viability of alternative light-, medium-, and heavy-duty vehicle technologies.
- Retrofit medium- and heavy-duty on-road and non-road vehicle fleets to alternative technologies or fuel use.

- Expand the alternative fueling infrastructure available to existing fleets, public transit, and transportation corridors.
- Establish workforce training programs and conduct public outreach on the benefits of alternative transportation fuels and vehicle technologies.

On December 14, 2021, the CEC released a Grant Funding Opportunity (GFO) entitled “Rural Electric Vehicle (REV) Charging.” This competitive grant solicitation was to demonstrate replicable and scalable business and technology models that can deploy electric vehicle (EV) charging stations to serve and support rural EV drivers, especially those from low-income and disadvantaged communities. In response to GFO-21-604, the Recipient submitted application #15 which was proposed for funding in the CEC’s Notice of Proposed Awards on June 24, 2022. GFO-21-604 and Recipient’s application are hereby incorporated by reference into this Agreement in their entirety.

In the event of any conflict or inconsistency between the terms of the Solicitation and the terms of the Recipient’s Application, the Solicitation shall control. In the event of any conflict or inconsistency between the Recipient’s Application and the terms of CEC’s Award, CEC’s Award shall control. Similarly, in the event of any conflict or inconsistency between the terms of this Agreement and the Recipient’s Application, the terms of this Agreement shall control.

Problem Statement:

Electric vehicle (EV) adoption in Mendocino County has lagged statewide adoption due to the county’s rural nature and limited charging infrastructure. Only 1.12% of vehicles registered in the county are considered EVs compared to 2.6% statewide. Rural residents typically drive longer distances, are more reliant on personal vehicles, and live in areas with more limited charging infrastructure. In the city of Ukiah, where this project is proposed, there are only 8 non-proprietary Level 2 EV charging stations despite a population greater than 15,000. Encouraging EV adoption in rural areas will require additional investment to make charging infrastructure more available, to ease range anxiety, and to demonstrate that EV adoption is not an inconvenience as compared to internal combustion engine vehicles.

To address the lack of EV charging infrastructure in the community, the County of Mendocino will install electric vehicle charging stations (EVCS) in existing public parking lots at two County-owned facilities: the County Administration Center and the Yokayo Social Services Complex in Ukiah, California. Doing so will result in a highly visible and accessible EVCS at two facilities where the public come to do business with the County and are also close to numerous amenities such as ball fields, shops, and schools.

Goals of the Agreement:

The goal of this agreement is to design and install 12 dual-port, Level 2 EV charging stations (24 EV charging spaces) adjacent to County of Mendocino-owned facilities within the city of Ukiah to provide EV charging for both the public and County fleet vehicles.

Objectives of the Agreement:

The objective of this agreement is to install at least 12 dual-port, Level 2 electric vehicle charging stations that support rural drivers in Mendocino County with a minimum of 50 percent of total project costs applied in disadvantaged or low-income communities.

TASK 1 ADMINISTRATION

Task 1.1 Attend Kick-off Meeting

The goal of this task is to establish the lines of communication and procedures for implementing this Agreement. The Commission Agreement Manager (CAM) shall designate the date and location of this meeting and provide an agenda to the Recipient prior to the meeting.

The Recipient shall:

- Attend a “Kick-Off” meeting with the CAM, the Commission Agreement Officer (CAO), and a representative of the CEC Accounting Office. The Recipient shall bring their Project Manager, Agreement Administrator, Accounting Officer, and any others determined necessary by the Recipient or specifically requested by the CAM to this meeting.
- Provide a written statement of project activities that have occurred after the notice of proposed awards but prior to the execution of the agreement using match funds. If none, provide a statement that no work has been completed using match funds prior to the execution of the agreement. All pre-execution match expenditures must conform to the requirements in the Terms and Conditions of this Agreement.
- Discuss the following administrative and technical aspects of this Agreement:
 - Agreement Terms and Conditions
 - Critical Project Review (Task 1.2)
 - Match fund documentation (Task 1.7) No reimbursable work may be done until this documentation is in place.
 - Permit documentation (Task 1.8)
 - Subawards needed to carry out project (Task 1.9)
 - The CAM’s expectations for accomplishing tasks described in the Scope of Work
 - An updated Schedule of Products and Due Dates
 - Monthly Calls (Task 1.4)
 - Quarterly Progress Reports (Task 1.5)
 - Technical Products (Product Guidelines located in Section 5 of the Terms and Conditions)
 - Final Report (Task 1.6)

Recipient Products:

- Updated Schedule of Products
- Updated List of Match Funds
- Updated List of Permits
- Written Statement of Match Share Activities

Commission Agreement Manager Product:

- Kick-Off Meeting Agenda

Task 1.2 Critical Project Review (CPR) Meetings

CPRs provide the opportunity for frank discussions between the CEC and the Recipient. The goal of this task is to determine if the project should continue to receive CEC funding to complete this Agreement and to identify any needed modifications to the tasks, products, schedule or budget.

The CAM may schedule CPR meetings as necessary, and meeting costs will be borne by the Recipient.

Meeting participants include the CAM and the Recipient and may include the CAO, the Fuels and Transportation Division (FTD) program lead, other CEC staff and Management as well as other individuals selected by the CAM to provide support to the CEC.

The CAM shall:

- Determine the location, date, and time of each CPR meeting with the Recipient. These meetings generally take place at the CEC, but they may take place at another location or remotely.
- Send the Recipient the agenda and a list of expected participants in advance of each CPR. If applicable, the agenda shall include a discussion on both match funding and permits.
- Conduct and make a record of each CPR meeting. Prepare a schedule for providing the written determination described below.
- Determine whether to continue the project, and if continuing, whether or not modifications are needed to the tasks, schedule, products, and/or budget for the remainder of the Agreement. Modifications to the Agreement may require a formal amendment (please see section 8 of the Terms and Conditions). If the CAM concludes that satisfactory progress is not being made, this conclusion will be referred to the Lead Commissioner for Transportation for his or her concurrence.
- Provide the Recipient with a written determination in accordance with the schedule. The written response may include a requirement for the Recipient to revise one or more product(s) that were included in the CPR.

The Recipient shall:

- Prepare a CPR Report for each CPR that discusses the progress of the Agreement toward achieving its goals and objectives. This report shall include recommendations and conclusions regarding continued work of the projects. This report shall be submitted along with any other products identified in this scope of work. The Recipient shall submit these documents to the CAM and any other designated reviewers at least 15 working days in advance of each CPR meeting.
- Present the required information at each CPR meeting and participate in a discussion about the Agreement.

CAM Products:

- Agenda and a list of expected participants
- Schedule for written determination
- Written determination

Recipient Product:

- CPR Report(s)

Task 1.3 Final Meeting

The goal of this task is to closeout this Agreement.

The Recipient shall:

- Meet with CEC staff to present the findings, conclusions, and recommendations. The final meeting must be completed during the closeout of this Agreement.

This meeting will be attended by, at a minimum, the Recipient and the CAM. The technical and administrative aspects of Agreement closeout will be discussed at the meeting, which may be two separate meetings at the discretion of the CAM.

The technical portion of the meeting shall present an assessment of the degree to which project and task goals and objectives were achieved, findings, conclusions, recommended next steps (if any) for the Agreement, and recommendations for improvements. The CAM will determine the appropriate meeting participants.

The administrative portion of the meeting shall be a discussion with the CAM about the following Agreement closeout items:

- What to do with any equipment purchased with CEC funds (Options)
 - CEC request for specific “generated” data (not already provided in Agreement products)
 - Need to document Recipient’s disclosure of “subject inventions” developed under the Agreement
 - “Surviving” Agreement provisions
 - Final invoicing and release of retention
- Prepare a schedule for completing the closeout activities for this Agreement.

Products:

- Written documentation of meeting agreements
- Schedule for completing closeout activities

Task 1.4 Monthly Calls

The goal of this task is to have calls at least monthly between CAM and Recipient to verify that satisfactory and continued progress is made towards achieving the objectives of this Agreement on time and within budget.

The objectives of this task are to verbally summarize activities performed during the reporting period, to identify activities planned for the next reporting period, to identify issues that may affect performance and expenditures, to verify match funds are being proportionally spent concurrently or in advance of CEC funds or are being spent in accordance with an approved Match Funding Spending Plan, to form the basis for determining whether invoices are consistent with work performed, and to answer any other questions from the CAM. Monthly calls might not be held on those months when a quarterly progress report is submitted, or the CAM determines that a monthly call is unnecessary.

The CAM shall:

- Schedule monthly calls.
- Provide questions to the Recipient prior to the monthly call.
- Provide call summary notes to Recipient of items discussed during call.

The Recipient shall:

- Review the questions provided by CAM prior to the monthly call
- Provide verbal answers to the CAM during the call.

Product:

- Email to CAM concurring with call summary notes.

Task 1.5 Quarterly Progress Reports

The goal of this task is to periodically verify that satisfactory and continued progress is made towards achieving the objectives of this Agreement on time and within budget.

The objectives of this task are to summarize activities performed during the reporting period, to identify activities planned for the next reporting period, to identify issues that may affect performance and expenditures, and to form the basis for determining whether invoices are consistent with work performed.

The Recipient shall:

- Prepare a Quarterly Progress Report which summarizes all Agreement activities conducted by the Recipient for the reporting period, including an assessment of the ability to complete the Agreement within the current budget and any anticipated cost overruns. Progress reports are due to the CAM the 10th day of each January, April, July, and October. The Quarterly Progress Report template can be found on the ECAMS Resources webpage available at <https://www.energy.ca.gov/media/4691>.

Product:

- Quarterly Progress Reports

Task 1.6 Final Report

The goal of the Final Report is to assess the project's success in achieving the Agreement's goals and objectives, advancing science and technology, and providing energy-related and other benefits to California.

The objectives of the Final Report are to clearly and completely describe the project's purpose, approach, activities performed, results, and advancements in science and technology; to present a public assessment of the success of the project as measured by the degree to which goals and objectives were achieved; to make insightful observations based on results obtained; to draw conclusions; and to make recommendations for further projects and improvements to the FTD project management processes.

The Final Report shall be a public document. If the Recipient has obtained confidential status from the CEC and will be preparing a confidential version of the Final Report as well, the Recipient shall perform the following activities for both the public and confidential versions of the Final Report.

In addition to any other applicable requirements, the Final Report must comply with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability; all applicable regulations and guidelines issued pursuant to the ADA; Cal. Gov. Code sects. 7405 and 11135; and Web Content Accessibility Guidelines 2.0, or a subsequent version, as published by the Web Accessibility Initiative of the World Wide Web Consortium at a minimum Level AA success criteria.

The Recipient shall:

- Prepare an Outline of the Final Report, if requested by the CAM.
- Prepare a Final Report complying with ADA requirements and following the latest version of the Final Report guidelines which will be provided by the CAM. The CAM shall provide written comments on the Draft Final Report within fifteen (15) working days of receipt. The Final Report must be completed at least 60 days before the end of the Agreement Term.
- Submit one bound copy of the Final Report with the final invoice.

Products:

- Outline of the Final Report, if requested
- Draft Final Report
- Final Report

Task 1.7 Identify and Obtain Matching Funds

The goal of this task is to ensure that the match funds planned for this Agreement are obtained for and applied to this Agreement during the term of this Agreement.

The costs to obtain and document match fund commitments are not reimbursable through this Agreement. Although the CEC budget for this task will be zero dollars, the Recipient may utilize match funds for this task. Match funds must be identified in writing and the associated commitments obtained before the Recipient can incur any costs for which the Recipient will request reimbursement.

The Recipient shall:

- Prepare a letter documenting the match funding committed to this Agreement and submit it to the CAM at least 2 working days prior to the kick-off meeting. If no match funds were part of the proposal that led to the CEC awarding this Agreement and none have been identified at the time this Agreement starts, then state such in the letter. If match funds were a part of the proposal that led to the CEC awarding this Agreement, then provide in the letter a list of the match funds that identifies the:
 - Amount of each cash match fund, its source, including a contact name, address and telephone number and the task(s) to which the match funds will be applied.

- Amount of each in-kind contribution, a description, documented market or book value, and its source, including a contact name, address and telephone number and the task(s) to which the match funds will be applied. If the in-kind contribution is equipment or other tangible or real property, the Recipient shall identify its owner and provide a contact name, address and telephone number, and the address where the property is located.
- Provide a copy of the letter of commitment from an authorized representative of each source of cash match funding or in-kind contributions that these funds or contributions have been secured. For match funds provided by a grant a copy of the executed grant shall be submitted in place of a letter of commitment.
- Discuss match funds and the implications to the Agreement if they are reduced or not obtained as committed, at the kick-off meeting. If applicable, match funds will be included as a line item in the progress reports and will be a topic at CPR meetings.
- Provide the appropriate information to the CAM if during the course of the Agreement additional match funds are received.
- Notify the CAM within 10 days if during the course of the Agreement existing match funds are reduced. Reduction in match funds must be approved through a formal amendment to the Agreement and may trigger an additional CPR meeting.

Products:

- A letter regarding match funds or stating that no match funds are provided
- Copy(ies) of each match fund commitment letter(s) (if applicable)
- Letter(s) for new match funds (if applicable)
- Letter that match funds were reduced (if applicable)

Task 1.8 Identify and Obtain Required Permits

The goal of this task is to obtain all permits required for work completed under this Agreement in advance of the date they are needed to keep the Agreement schedule on track.

Permit costs and the expenses associated with obtaining permits are not reimbursable under this Agreement. Although the CEC budget for this task will be zero dollars, the Recipient may budget match funds for any expected expenditures associated with obtaining permits. Permits must be identified in writing and obtained before the Recipient can make any expenditure for which a permit is required.

The Recipient shall:

- Prepare a letter documenting the permits required to conduct this Agreement and submit it to the CAM at least 2 working days prior to the kick-off meeting. If there are no permits required at the start of this Agreement, then state such in the letter. If it is known at the beginning of the Agreement that permits will be required during the course of the Agreement, provide in the letter:
 - A list of the permits that identifies the:
 - Type of permit

- Name, address and telephone number of the permitting jurisdictions or lead agencies
 - The schedule the Recipient will follow in applying for and obtaining these permits.
- Discuss the list of permits and the schedule for obtaining them at the kick-off meeting and develop a timetable for submitting the updated list, schedule and the copies of the permits. The implications to the Agreement if the permits are not obtained in a timely fashion or are denied will also be discussed. If applicable, permits will be included as a line item in the Progress Reports and will be a topic at CPR meetings.
- If during the course of the Agreement additional permits become necessary, provide the appropriate information on each permit and an updated schedule to the CAM.
- As permits are obtained, send a copy of each approved permit to the CAM.
- If during the course of the Agreement permits are not obtained on time or are denied, notify the CAM within 5 working days. Either of these events may trigger an additional CPR.

Products:

- Letter documenting the permits or stating that no permits are required
- A copy of each approved permit (if applicable)
- Updated list of permits as they change during the term of the Agreement (if applicable)
- Updated schedule for acquiring permits as changes occur during the term of the Agreement (if applicable)
- A copy of each final approved permit (if applicable)

Task 1.9 Obtain and Execute Subawards

The goal of this task is to ensure quality products and to procure subrecipients required to carry out the tasks under this Agreement consistent with the Agreement Terms and Conditions and the Recipient's own procurement policies and procedures.

The Recipient shall:

- Manage and coordinate subrecipient activities.
- If requested by the CAM, submit a draft of each subaward required to conduct the work under this Agreement to the CAM for review.
- If requested by the CAM, submit a final copy of the executed subaward.
- If Recipient intends to add new subrecipients or change subrecipients, then the Recipient shall notify the CAM.

Products:

- Letter describing the subawards needed, or stating that no subawards are required
- Draft subcontracts (if requested)

- Final subcontracts (if requested)

TECHNICAL TASKS

TASK 2 PLANNING AND DESIGN

The goal of this task is to develop engineering and design plans for the construction of at least 12 dual-port Level 2 chargers among two sites in Mendocino County.

The Recipient shall:

- Hold a planning and design kickoff meeting for the Yokayo Social Services Complex and County Administration Center
- Conduct preliminary site engineering including records research, field review, and land survey for both sites
- Coordinate with local utilities to verify the electrical capacity of both sites
- Create an engineering and design plan for each site which includes but is not limited to:
 - Technical specification for EVCS (i.e., cutsheets of EVCS)
 - Location of EVCS
 - Wiring and conduit
 - Single line drawings (including existing site voltage and amperage)
 - Load calculations (existing + new = total load)
 - Signage as required by the National Electric Code (NEC) and Occupational Safety and Health Administration (OSHA)
 - Work required to install the chargers
 - Construction Contract
- Submit the final version of the engineering and design plan to CAM for each site

Products:

- Yokayo Engineering and Design Plan
- Administration Center Engineering and Design Plan

[CPR WILL BE HELD IN THIS TASK. See Task 1.2 for details.]

TASK 3 CHARGER PROCUREMENT

The goal of this task is to purchase at least 12 dual-port Level 2 charging stations for two sites in Mendocino County.

The Recipient shall:

- Ensure chargers meet the following requirements:
 - Senate Bill 454 (Corbett, Chapter 418, Statutes of 2013), the California Air Resources Board Electric Vehicle Supply Equipment (EVSE) Standards, and the California Department of Food and Agriculture Division of Measurement Standards, for public chargers.
 - At least 50% of the total number of Level 2 charging connectors are SAE standard J1772 at each site.

- Equipment is able to withstand extreme weather conditions associated with the deployment area, including extreme temperature, flooding, heavy rains, and high winds.
- Display screens are protected from malfunctions due to condensation and any local area weather conditions.
- Purchase chargers and provide CAM with a copy of purchase order from vendor for each site.

Products:

- Yokayo Purchase Order
- Administration Center Purchase Order

TASK 4 CONSTRUCTION AND COMMISSIONING

The goal of this task is to install at least 12 dual-port Level 2 EVCS in publicly accessible parking lots adjacent to County of Mendocino facilities at two sites in Ukiah, California.

The Recipient shall:

- Perform all work required for installing the EVCSs, per the engineering and design plans in Task 2 and manufacturer instructions, with approval from authorities having jurisdiction. Work will include but is not limited to:
 - Minimal trenching for 2- and 3-inch conduit
 - Pouring concrete footings for the chargers
 - Minor grading for ADA slopes as necessary
 - Laying and pulling conduit for wiring
 - Installing and connecting chargers
 - Installing signage, lighting, and bollards or wheel stops to prevent vehicles from damaging the chargers
 - Coordinating service connections with utility company
 - Commissioning and testing system communication and functionality
 - Facilitating inspection process with authorities having jurisdiction to closeout project permits
- Prepare and submit a Construction and Commissioning Summary Report for the work required to install the EVCSs, including photos of the installation, testing, and commissioning of chargers at each site.
- Submit an AB 841 Certification that certifies the project has complied with all AB 841 (2020) requirements specified in Exhibit Cor describes why the AB 841 requirements do not apply to the project. The certification shall be signed by Recipient's authorized representative.
- Submit EVITP Certification Numbers of each Electric Vehicle Infrastructure Training Program certified electrician that installed electric vehicle charging infrastructure or equipment. EVITP Certification Numbers are not required to be submitted if AB 841 requirements do not apply to the project.

Products:

- Construction and Commissioning Summary Report for Yokayo Social Services Complex
- Construction and Commissioning Summary Report for County Administration Center
- AB 841 Certification (Yokayo)
- EVITP Certification Numbers (Yokayo)
- AB 841 Certification (Administration Center)
- EVITP Certification Numbers (Administration Center)

[CPR WILL BE HELD IN THIS TASK. See Task 1.2 for details.]

TASK 5 OPERATIONS AND MAINTENANCE

The goal of this task is to ensure that the chargers installed in the project are operational at least 97 percent of each charging site's standard hours of operation for five years after commissioning.

Task 5.1 Operations**The Recipient shall:**

- Operate the installed charging stations during the term of this agreement.
- Ensure that the chargers installed in the project are operational at least 97 percent of a charging site's standard hours of operation for five years after commissioning. Without limitation to other rights and remedies which the CEC may have, including but not limited to survival provisions specified in the Terms and Conditions of this agreement, this requirement to ensure operability for five years after commissioning shall survive the completion or termination date of this agreement. In addition to other requirements in the Terms and Conditions of this agreement, all CEC-reimbursable expenditures must be incurred within the agreement term.

Task 5.2 Maintenance**The Recipient shall:**

- Perform regular preventive maintenance at least quarterly, including visual inspection, performance testing, functional validation, and reporting.
- Monitor network performance.
- Dispatch maintenance technicians in a timely manner and address malfunctions and repairs within 48 hours of initial notice.
- Provide charging station users with 24/7 call center service that will assist users with any technical issues encountered at the stations.
- Prepare a Stations Operations Report for each project site sent quarterly to the CAM after station commissioning through the term of this agreement. The report will include a summary of uptime measures, calculation of uptime, and number of dispatch events needed during the quarter.

Product:

- Stations Operations Reports delivered with the Quarterly Progress Reports described in Task 1.5

Task 5.3 Recordkeeping and Reporting

The Recipient shall:

- Keep and maintain a record of the standard hours of operation for each site, including any changes over the operational period.
- Keep and maintain detailed records of maintenance and repairs. Records shall include:
 - Whether the maintenance was scheduled preventive maintenance or responsive to an identified issue
 - Date and time the need for corrective maintenance was reported, if applicable
 - Date and time maintenance began
 - Date and time maintenance was completed
 - Narrative describing nature of maintenance required
 - Any component failures / replacements
- Keep and maintain a record of the operative status of each connector from the time the equipment is commissioned until the end of the operational period defined by this agreement.
 - The record shall include any time the Recipient knows or is notified that a connector is incapable of delivering a charge, for example by observation, by receipt of a service call, by notice of power outage or telecommunications outage, or other means.
 - For any networked chargers, Recipient shall record the time and the operative status of each connector every 15 minutes.
 - For example, a central system using OCPP 1.6 could send TriggerMessage.req, 'requestedMessage' = 'StatusNotification' and record both the TriggerMessage.conf and StatusNotification.req sent by the charge point in response.
 - Excluded downtime shall be recorded, including any supporting documentation from an independent party, e.g., notice from an electric utility of a power outage or police report of vandalism. The record shall include an explanation of the cause of the downtime, why it should be considered excluded downtime, and the efforts made to minimize the downtime.
- Make these records available, in a standard electronic format of the CEC's choosing, to the CEC within 10 business days of a written request by the CEC.

- Without limitation to other rights and remedies which the CEC may have, including but not limited to survival provisions specified in the Terms and Conditions of this agreement, the requirements for recordkeeping and reporting under this Task shall remain in effect for five years after commissioning and shall survive the completion or termination date of this agreement. In addition to other requirements in the Terms and Conditions of this agreement, all CEC-reimbursable expenditures must be incurred within the agreement term.
- The requirements for recordkeeping and reporting under this Task are in addition to requirements specified in this Agreement's Terms and Conditions, section 18.b, Retention of Records, and any other applicable Terms and Conditions.

Products:

- Record of standard hours of operation
- Record of the operative status of each connector
- Records of maintenance and repairs

TASK 6 PUBLIC OUTREACH AND EDUCATION

The goal of this task is to communicate with the public to inform them of the new EVCS and the benefits of EV adoption.

The Recipient shall:

- Prepare an Outreach and Education Plan for the residents of Mendocino County that includes but is not limited to:
 - Engagement objectives, target audiences, appropriate outreach media, and an implementation schedule
 - Press releases at project award, bid issuance, groundbreaking, and project completion
 - Signage at both project sites indicating the purpose of the project and source of funds
 - Updates to the public at Board of Supervisors meetings after project milestones
- Provide draft and final copies of the Outreach and Education Plan to CAM
- Implement the Outreach and Education Plan by:
 - Posting press releases on the County's webpage
 - Sending press releases to the identified media outlets and CAM
 - Installing signage at both project sites indicating the purpose of the project and source of funding
 - Providing updates at public meetings such as the County Board of Supervisors meetings
- Provide interim updates about the implementation of the Outreach and Education Plan in Quarterly Progress Reports to the CAM

Products:

- Outreach and Education Plan (Draft)

- Outreach and Education Plan (Final)
[CPR WILL BE HELD IN THIS TASK. See Task 1.2 for details.]

Task 7 DATA COLLECTION AND ANALYSIS

The goal of this task is to collect operational data from the project, to analyze that data for economic and environmental impacts, and to include the data and analysis in quarterly progress reports and the Final Report.

The Recipient shall:

- Develop data collection plan for deployed charging equipment.
- Troubleshoot any issues identified.
- Collect and provide the following data:
 - Number, type, date, and location of chargers installed.
 - Nameplate capacity of the installed equipment, in kW for chargers.
 - Number and type of outlets per charger.
 - Location type, such as street, parking lot, hotel, restaurant, or multi-unit housing.
 - Total cost per charger, the subsidy from the CEC per charger, federal subsidy per charger, utility subsidy per charger, and privately funded share per charger.
- Collect and provide 12 months of throughput, usage, and operations data from the project including, but not limited to:
 - Number of charging sessions
 - Average charger downtime
 - Peak power delivered (kW)
 - Duration of active charging, hourly
 - Duration of charging session, hourly (e.g., vehicle parked but not actively charging)
 - Average session duration
 - Energy delivered (kWh)
 - Average kWh dispensed
 - Types of vehicles using the charging equipment
 - Applicable price for charging, including but not limited to: electric utility tariff, electric vehicle service provider (EVSP) service contract, or public charger price.
 - Payment method for public charging
 - Energy delivered back to grid or facility if a bidirectional charging use case (kWh)
 - Normal operating hours, uptime, downtime, and explanations of variations

- Gallons of gasoline and/or diesel fuel displaced (with associated mileage information)
- Expected air emissions reduction, for example:
 - Non-methane hydrocarbons
 - Oxides of nitrogen
 - Particulate Matter
 - Formaldehyde
- Identify any current and planned use of renewable energy.
- Describe any energy efficiency measures used that may exceed Title 24 standards in Part 6 of the California Code of Regulations.
- Provide data on potential job creation, economic development, and increased state revenue as a result of the project and any expected future expansion.
- Provide a quantified estimate of the project's carbon intensity values for life-cycle greenhouse gas emissions.
- Compare any project performance and expectations provided in the proposal to CEC with actual project performance and accomplishments.
- Submit the data described above electronically in a quarterly progress report throughout the duration of the agreement.
- Collect data, information, and analysis described above and include in the Final Report.

Products:

- Data on charger installations and charging events will be submitted electronically in Quarterly Progress Reports.
- Data collection information and analysis will be included in the Final Report.

TASK 8 PROJECT FACT SHEET

The goal of this task is to develop an initial and final project fact sheet that describes the CEC-funded project and the benefits resulting from the project for the public and key decision makers.

The Recipient shall:

- Prepare an Initial Project Fact Sheet at start of the project that describes the project and the expected benefits. Use the format provided by the CAM.
- Prepare a Final Project Fact Sheet at the project's conclusion that describes the project, the actual benefits resulting from the project, and lessons learned from implementing the project. Use the format provided by the CAM.
- Provide at least (6) six High Quality Digital Photographs (minimum resolution of 1300x500 pixels in landscape ratio) of pre and post technology installation at the project sites or related project photographs.

Products:

- Initial Project Fact Sheet

- Final Project Fact Sheet
- High Quality Digital Photographs

I. Instructions for Schedule of Products and Due Dates

This workbook contains the spreadsheet for the Schedule of Products and Due Dates. Items in <blue type> need to be completed. All other items should remain unchanged.

For each Administrative Task, insert the planned start and completion dates. For the Critical Project Reviews (CPRs), add as many CPRs as the project requires. If this form is being completed by an Applicant as part of a proposal to the Energy Commission, leave the CPR sections blank. These sections will be completed by the Energy Commission prior to issuing a funding award.

For each Technical Task, insert the name of each task as it is titled in the Scope of Work, the name of each product(s) associated with each task as they are titled in the Scope of Work (using Caps and Bold), and the planned completion dates. Delete or insert rows as necessary.

Attachment 04

Exhibit A-1

Schedule of Products and Due Dates

Agreement Term Date: TBD - 05/03/2027

Task Number	Task Name	Product(s)	Due Date
1.1	Attend Kick-off Meeting		
		Updated Schedule of Products	12/14/2022
		Updated List of Match Funds	12/14/2022
		Updated List of Permits	12/14/2022
		Written Statement of Match Share Activities	12/14/2022
	Kick-Off Meeting Agenda (CEC)	12/14/2022	
1.2	Critical Project Review Meetings		
		CPR Report	5/1/2023
	1st CPR Meeting	CPR Meeting Agenda (CEC)	4/14/2023
		Schedule for written determination (CEC)	4/14/2023
		Written determination (CEC)	5/22/2023
		CPR Report	5/1/2024
	2nd CPR Meeting	CPR Meeting Agenda (CEC)	4/15/2024
		Schedule for written determination (CEC)	4/15/2024
		Written determination (CEC)	5/22/2024
		CPR Report	8/1/2025
	3rd CPR Meeting	CPR Meeting Agenda (CEC)	7/15/2025
		Schedule for written determination (CEC)	7/15/2025
Written determination (CEC)		8/22/2025	
1.3	Final Meeting		
		Written documentation of meeting agreements	1/4/2027
		Schedule for completing closeout activities	1/4/2027
1.4	Monthly Calls		
	Email to CAM concurring with call summary notes	Within 5 days of receipt	
1.5	Quarterly Progress Reports		
		Quarterly Progress Reports	10th day of each January, April, July, and October
1.6	Final Report		
		Final Outline of the Final Report	10/15/2026
		Draft Final Report (no less than 60 days before the end term of the agreement)	12/15/2026
		Final Report	2/1/2027
1.7	Identify and Obtain Match Funds		
		A letter regarding match funds or stating that no match funds are provided	12/14/2022
		Copy(ies) of each match fund commitment letter(s) (if applicable)	12/14/2022
		Letter(s) for new match funds (if applicable)	Within 10 days of identifying new match funds

Attachment 04

Exhibit A-1

Schedule of Products and Due Dates

Agreement Term Date: TBD - 05/03/2027

<i>Task Number</i>	<i>Task Name</i>	<i>Product(s)</i>	<i>Due Date</i>
		Letter that match funds were reduced (if applicable)	Within 10 days of identifying reduced funds

Attachment 04

Exhibit A-1

Schedule of Products and Due Dates

Agreement Term Date: TBD - 05/03/2027

Task Number	Task Name	Product(s)	Due Date
1.8	Identify and Obtain Required Permits	Letter documenting the permits or stating that no permits are required	2/1/2023
		A copy of each approved permit (if applicable)	Within 10 days of receiving each permit
		Updated list of permits as they change during the term of the Agreement (if applicable)	Within 10 days of change in list of permits
		Updated schedule for acquiring permits as changes occur during the term of the Agreement (if applicable)	Within 10 days of change in schedule for obtaining permits
		A copy of each final approved permit (if applicable)	Within 10 days of receiving each permit
1.9	Obtain and Execute Subawards	Letter describing the subawards needed, or stating that no subawards are required	2/1/2023
		Draft subcontracts (if requested)	15 days prior to the scheduled execution date
		Final subcontracts (if requested)	Within 10 days of execution
2	PLANNING AND DESIGN	Yokayo Engineering and Design Plan	4/17/2023
		Administration Center Engineering and Design Plan	4/15/2024
3	CHARGER PROCUREMENT	Yokayo Purchase Order	6/15/2023
		Administration Center Purchase Order	6/17/2024
4	CONSTRUCTION AND COMMISSIONING	Construction and Commissioning Summary Report for Yokayo Social Services Complex	9/15/2023
		Construction and Commissioning Summary Report for County Administration Center	9/15/2025
		AB 841 Certification (Yokayo)	9/15/2023
		EVITP Certification Numbers (Yokayo)	9/15/2023
		AB 841 Certification (Administration Center)	9/15/2025
		EVITP Certification Numbers (Administration Center)	9/15/2025
5	OPERATIONS AND MAINTENANCE		Delivered with the Quarterly Progress Reports described in Task 1.5
		5.2 Station Operations Reports	Within 10 business days of written request from CEC
		5.3 Record of standard hours of operation	

Attachment 04

Exhibit A-1

Schedule of Products and Due Dates

Agreement Term Date: TBD - 05/03/2027

Task Number	Task Name	Product(s)	Due Date
		Record of the operative status of each connector	Within 10 business days of written request from CEC
		Records of maintenance and repairs	Within 10 business days of written request from CEC
6	PUBLIC OUTREACH AND EDUCATION		
		Outreach and Education Plan (Draft)	12/16/2022
		Outreach and Education Plan (Final)	1/16/2023
7	DATA COLLECTION AND ANALYSIS		
		Data on charger installations and charging events will be submitted electronically in Quarterly Progress Reports	10th day of each January, April, July, and October
		Data collection information and analysis will be included in the Final Report	2/1/2027
8	PROJECT FACT SHEET		
		Initial Project Fact Sheet	11/4/2026
		Final Project Fact Sheet	12/15/2026
		High Quality Digital Photographs	2/1/2027

Workbook Instructions

Input Data: Enter information as required in all cells highlighted in Blue.

Restricted Editing: All cells not highlighted in Blue are locked from editing. Locked cells include: cells with formulas highlighted in Gray or Light Yellow, cells with no color fill (white), etc.

For the Agreement Budget Template ONLY: Colored Tabs:

The "Equipment" and "Subrecipients & Vendors" budget category tabs are colored **ORANGE** to indicate that line item details can be entered for these budget categories. The other budget category tabs (Direct Labor, Fringe Benefits, Travel, Materials & Misc., and Indirect Costs & Profit) only contain category totals.

Regarding Confidential Information: Avoid disclosing trade secrets and confidential information on any agreement document, since these documents are publicly accessible.

Rules for decimal places on values:

- **Budget and Invoice values:**
 - Rounding of any values, as described below, should be performed using standard rounding practices.
 - For all currency rates (e.g., Direct Labor, and Unit Cost): Round to the cent (\$0.01).
 - For all percentage rates (e.g., Fringe Benefits, Indirect Cost, and Profit): Round to a maximum of two decimal places of a percent (e.g., 25.12%). You can round to less if desired, such as one decimal place (e.g., 25.1%), or zero decimal places (e.g., 25%).
 - For all quantity values (e.g., # of hours, # of months, and # of units): Round to a maximum of two decimal places (e.g., 50.12). You can round to less if desired, such as one decimal place (e.g., 50.1), or zero decimal places (e.g., 50).
- **Budget values:**
 - For entered and totaled (via calculation) CEC and Match share budget values: Round to the dollar (\$1).
 - For all calculated currency values (e.g., rate x hours, rate x months, base amount, and rate x base amount): Round to the dollar (\$1).
- **Invoice values:**
 - For entered and totaled (via calculation) CEC and Match share expense invoice values: Round to the cent (\$0.01).
 - For all calculated currency values (e.g., rate x hours, rate x months, base amount, and rate x base amount): Round to the cent (\$0.01).
 - **SPECIAL CIRCUMSTANCE for calculated currency values:** **ONLY** if a calculated value (e.g., rate x hours = actual labor expense) does **NOT** equal the actual expense, because of the decimal place rules provided for rates and quantity values listed above, it is acceptable to use as many decimal places as necessary for rates and quantity values listed above to ensure that the calculated value **DOES** equal the actual expense.

Invoice Supporting Documentation Requirements, per Budget Category:

The list below contains the supporting documentation that is required to be submitted with an invoice. **IMPORTANT:** The recipient and subrecipients must still retain supporting documentation for all project expenses in case of an audit ("supporting documents" are also known as "backup documents").

- **Direct Labor** – No supporting documentation required with invoice.
- **Fringe Benefits** – No supporting documentation required with invoice.
- **Travel** - Receipts are required only for: Lodging, Airfare, Rental car (including gasoline expenses), Bus/train.
- **Equipment** – 1) For equipment that is equal to or greater than \$100,000 per line item total (including both CEC and Match Funds), documentation showing the payment terms must be provided to the CAM. 2) CAM must be able to verify equipment purchases for: 1) equipment with a per line item incurred cost of \$500,000 or greater; or 2) a single equipment vendor with \$500,000 or more in equipment incurred costs. See Invoice Review Checklist for methods to verify.
- **Materials & Miscellaneous** – Receipt required for any line item total that is \$5,000 or more.
- **Subrecipients & Vendors** – Major subrecipients (Budget of 100k or more) follow the same budget requirements as the Recipient when submitting an invoice. For Minor subrecipients and Vendors, subrecipient or vendor invoice required.
- **Indirect Costs & Profit** – No supporting documentation required with invoice.

Adding Rows: If additional rows are needed within a section, unhide the hidden rows (i.e., select the row directly above and below the hidden rows, then right-click the selection and select "Unhide"). Hide any unused rows. DO NOT USE THE LAST TWO ROWS THAT ARE MARKED "CEC USE ONLY". If all but the last 2 rows are used, and more rows are required, please contact the ECAMS Support team (ECAMS.Support@energy.ca.gov).

FOR ECAMS SUPPORT TEAM ONLY: ADDING ROWS:

To add additional rows and maintain the formulas within the totals, (1) unprotect the sheet, (2) copy the second to the last row in the section, (3) insert the copied row just above the last row, (4) repeat steps 2 - 3 as required, (5) correct formatting and REFERENCE IDs as required, (6) delete "CEC USE ONLY" from all but the last two rows in the section, and (7) re-protect the sheet.

Updating Modification Date on Budgets:

After making modifications to a budget file, update the modification date as described below.

- **Budget Worksheet file** – Update the "*Date of Last Budget Worksheet Modification*" to the date the modifications were completed. Update the "Date of Last Budget Worksheet Modification" in cell D1 of the "Category Budget" tab–this updates the rest of the tabs in the template.
- **Agreement Budget file** – Update the "*Date of Last Approved Agreement Budget Modification*" to the date the modifications were approved. Update the "Date of Last Approved Agreement Budget Modification" in cell D1 of the "Category Budget" tab–this updates the rest of the tabs in the template.

FOR ECAMS SUPPORT TEAM ONLY: UPDATING "TEMPLATE VERSION" DATE:

After making modifications to a budget or invoice template, update the "*Template Version*" date to the date the modifications were completed. For the budget templates, update the "*Template Version*" date in cell A1 of the "Category Budget" tab–this updates the rest of the tabs in the template. For the invoice templates, update the "*Template Version*" date in cell A1 of the "Invoice Payment Cover Sheet" tab–this updates the rest of the tabs in the template.

ECAMS Support: For support on how to complete this template, please visit the ECAMS Resources web page. The link to this web page is provided in the cell below:

<https://www.energy.ca.gov/funding-opportunities/funding-resources/ecams-resources>

AGREEMENT BUDGET

Category Budget

Agreement Number	ARV-22-003		
Name of Organization	County of Mendocino		
Recipient			
None			
Cost Category	CEC Share	Match Share	Total
Direct Labor	\$ -	\$ 43,192	\$ 43,192
Fringe Benefits	\$ -	\$ 32,119	\$ 32,119
Total Labor	\$ -	\$ 75,311	\$ 75,311
Travel	\$ -	\$ -	\$ -
Equipment	\$ 120,000	\$ -	\$ 120,000
Materials/Miscellaneous	\$ -	\$ -	\$ -
Subrecipients/Vendors	\$ 527,002	\$ 86,438	\$ 613,440
Total Other Direct Costs	\$ 647,002	\$ 86,438	\$ 733,440
Indirect Costs	\$ 8,700	\$ 7,531	\$ 16,231
Profit (not allowed for grant recipients)	\$ -	\$ -	\$ -
Total Indirect and Profit	\$ 8,700	\$ 7,531	\$ 16,231
Grand Totals	\$ 655,702	\$ 169,280	\$ 824,982
Total CEC Reimbursable Funds Spent in California or Paid to California-Based Entities (if applicable)	\$ -		
Percentage of CEC Reimbursable Funds Spent in California or Paid to California-Based Entities			

AGREEMENT BUDGET

Direct Labor (Unloaded)

ARV-22-003: County of Mendocino

	CEC Share	Match Share	Total
Grand Totals	\$ -	\$ 43,192	\$ 43,192

AGREEMENT BUDGET

Fringe Benefits

ARV-22-003: County of Mendocino

	CEC Share	Match Share	Total
Grand Totals	\$ -	\$ 32,119	\$ 32,119

AGREEMENT BUDGET

Travel

ARV-22-003: County of Mendocino

	CEC Share	Match Share	Total
Grand Totals		\$ -	\$ -

AGREEMENT BUDGET

Equipment

ARV-22-003: County of Mendocino

Reference ID	Task #	Seller of item(s)	Description	Purpose	# of Units	Unit Cost	Total: # of Units x Unit Cost	CEC Share	Match Share	Total	Line Item Revised Since Last Approved Budget?	Revision Notes
E-1	3	ChargePoint	Dual Port Level 2 EV Charging Stations	Charging for rural drivers	12	\$10,000.00	\$ 120,000	\$ 120,000	\$ -	\$ 120,000	Select Yes or No	
E-2							\$ -	\$ -	\$ -	\$ -	Select Yes or No	
E-3					0.00	\$ -	\$ -	\$ -	\$ -	\$ -	Select Yes or No	
E-4					0.00	\$ -	\$ -	\$ -	\$ -	\$ -	Select Yes or No	
E-5					0.00	\$ -	\$ -	\$ -	\$ -	\$ -	Select Yes or No	
E-6					0.00	\$ -	\$ -	\$ -	\$ -	\$ -	Select Yes or No	
E-7					0.00	\$ -	\$ -	\$ -	\$ -	\$ -	Select Yes or No	
E-8					0.00	\$ -	\$ -	\$ -	\$ -	\$ -	Select Yes or No	
E-9					0.00	\$ -	\$ -	\$ -	\$ -	\$ -	Select Yes or No	
E-10					0.00	\$ -	\$ -	\$ -	\$ -	\$ -	Select Yes or No	
Grand Totals							\$ 120,000	\$ 120,000	\$ -	\$ 120,000		

Worksheet Specific Instructions

CONDITIONAL FORMATTING APPLIED: If the "Line Item Revised Since Last Approved Budget?" column is changed to Yes, the text in the entire row will turn red in order to highlight the change.

AGREEMENT BUDGET

Materials & Miscellaneous

ARV-22-003: County of Mendocino

	CEC Share	Match Share	Total
Grand Totals	\$ -	\$ -	\$ -

AGREEMENT BUDGET

Subrecipients & Vendors

ARV-22-003: County of Mendocino

Subrecipients										
Reference ID	Task #	Subrecipient (Please Use Legal Name)	Entity Number (CA Secretary of State)	Purpose	CA Business Certifications DVBE/ SB/MB/None	CEC Share	Match Share	Total	Line Item Revised Since Last Approved Budget?	Revision Notes
S-1	2	Redwood Coast Energy Authority	N/A, Special District	Technical Assistance Provider	None	\$12,000	\$ -	\$ 12,000	Select Yes or No	
S-2					None	\$ -	\$ -	\$ -	Select Yes or No	
S-3					None	\$ -	\$ -	\$ -	Select Yes or No	
S-4					None	\$ -	\$ -	\$ -	Select Yes or No	
S-5					None	\$ -	\$ -	\$ -	Select Yes or No	
S-6					None	\$ -	\$ -	\$ -	Select Yes or No	
S-7					None	\$ -	\$ -	\$ -	Select Yes or No	
S-8					None	\$ -	\$ -	\$ -	Select Yes or No	
S-9					None	\$ -	\$ -	\$ -	Select Yes or No	
S-10					None	\$ -	\$ -	\$ -	Select Yes or No	
Subrecipient Totals						\$ 12,000	\$ -	\$ 12,000		

Vendors										
Reference ID	Task #	Vendor (Please Use Legal Name)	Entity Number (CA Secretary of State)	Purpose	CA Business Certifications DVBE/ SB/MB/None	CEC Share	Match Share	Total	Line Item Revised Since Last Approved Budget?	Revision Notes
V-1	2.4	Willdan Energy Solutions	56-2417519	Design and Construction Management	None	\$43,000	\$ -	\$ 43,000	Select Yes or No	
V-2	4	TBD	TBD	Contractor installing EVCS	None	\$393,122	\$86,438	\$ 479,560	Select Yes or No	
V-3	5	ChargePoint	26-1080576	Operations and Maintenance Plans	None	\$78,880	\$ -	\$ 78,880	Select Yes or No	
V-4					None	\$ -	\$ -	\$ -	Select Yes or No	
V-5					None	\$ -	\$ -	\$ -	Select Yes or No	
V-6					None	\$ -	\$ -	\$ -	Select Yes or No	

V-7				None	\$ -	\$ -	\$ -	-	Select Yes or No
V-8				None	\$ -	\$ -	\$ -	-	Select Yes or No
V-9				None	\$ -	\$ -	\$ -	-	Select Yes or No
V-10				None	\$ -	\$ -	\$ -	-	Select Yes or No
				Vendor Totals	\$ 515,002	\$ 86,438	\$ 601,440		

Subrecipients & Vendors Grand Totals				
		CEC Share	Match Share	Total
		Grand Totals	\$ 527,002	\$ 86,438
			\$ 613,440	

Worksheet Specific Instructions

CONDITIONAL FORMATTING APPLIED: If the "Line Item Revised Since Last Approved Budget?" column is changed to Yes, the text in the entire row will turn red in order to highlight the change.

AGREEMENT BUDGET

Indirect Costs and Profit

ARV-22-003: County of Mendocino

CEC De Minimis Rate

Indirect Cost(s)

	CEC Share	Match Share	Total
Indirect Costs Grand Totals	\$ 8,700	\$ 7,531	\$ 16,231

Profit

	CEC Share	Match Share	Total
Profit Grand Totals	\$ -	\$ -	\$ -

AGREEMENT BUDGET

Budget Updates after Agreement Execution

ARV-22-003: County of Mendocino

Change #	Date Approved	Budget Categories	CEC Share Funds			Match Share Funds			Brief Description of and Justification for Change	Total Amount of CEC Funds Moving Between Categories	Cumulative CEC Total (will reset after DD review)	Has this budget been approved by the Deputy Director (DD)?**
			FROM (Approved Budget Totals)	TO (Revised Budget Totals)	Amount of CEC Funds Moving Between Categories	FROM (Approved Budget Totals)	TO (Revised Budget Totals)	Amount of Match Funds Moving Between Categories				
1		Direct Labor	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0	\$0	Select Yes or No	
		Fringe Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
		Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
		Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
		Materials/Misc.	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
		Subrecipients/Vendors	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
		Indirect Cost	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
		Profit (not allowed for grant recipients)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
		Totals	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
		Reallocation Decrease Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
		Reallocation Increase Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
	Total Budget Reallocation Between Budget Categories	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
2		Direct Labor	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0	\$0	Select Yes or No	
		Fringe Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
		Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
		Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
		Materials/Misc.	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
		Subrecipients/Vendors	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
		Indirect Cost	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
		Profit (not allowed for grant recipients)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
		Totals	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
		Reallocation Decrease Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
		Reallocation Increase Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
	Total Budget Reallocation Between Budget Categories	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
3		Direct Labor	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0	\$0	Select Yes or No	
		Fringe Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
		Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
		Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
		Materials/Misc.	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
		Subrecipients/Vendors	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
		Indirect Cost	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
		Profit (not allowed for grant recipients)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
		Totals	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
		Reallocation Decrease Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
		Reallocation Increase Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
	Total Budget Reallocation Between Budget Categories	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
	Direct Labor	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0	\$0	Select Yes or No		
	Fringe Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
	Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					

Change #	Date Approved	Budget Categories	All values should be rounded to the dollar (\$1)				Match Share Funds			Brief Description of and Justification for Change	Total Amount of CEC Funds Moving Between Categories	Cumulative CEC Total (will reset after DD review)	Has this budget been approved by the Deputy Director (DD)?**
			CEC Share Funds		Amount of CEC Funds Moving Between Categories		FROM (Approved Budget Totals)	TO (Revised Budget Totals)	Amount of Match Funds Moving Between Categories				
			FROM (Approved Budget Totals)	TO (Revised Budget Totals)	FROM (Approved Budget Totals)	TO (Revised Budget Totals)	FROM (Approved Budget Totals)	TO (Revised Budget Totals)					
4		Materials/Misc.	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$0	\$0	Select Yes or No	
		Subrecipients/Vendors	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
		Indirect Cost	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
		Profit (not allowed for grant recipients)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
		Totals	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
		Reallocation Decrease Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
		Reallocation Increase Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
		Total Budget Reallocation Between Budget Categories	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
		Direct Labor	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
		Fringe Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
5		Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$0	\$0	Select Yes or No	
		Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
		Materials/Misc.	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
		Subrecipients/Vendors	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
		Indirect Cost	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
		Profit (not allowed for grant recipients)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
		Totals	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
		Reallocation Decrease Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
		Reallocation Increase Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
		Total Budget Reallocation Between Budget Categories	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
6		Direct Labor	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$0	\$0	Select Yes or No	
		Fringe Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
		Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
		Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
		Materials/Misc.	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
		Subrecipients/Vendors	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
		Indirect Cost	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
		Profit (not allowed for grant recipients)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
		Totals	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
		Reallocation Decrease Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
	Reallocation Increase Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -						
	Total Budget Reallocation Between Budget Categories	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -						
7		Direct Labor	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$0	\$0	Select Yes or No	
		Fringe Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
		Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
		Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
		Materials/Misc.	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
		Subrecipients/Vendors	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
		Indirect Cost	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
		Profit (not allowed for grant recipients)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
		Totals	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
		Reallocation Decrease Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
	Reallocation Increase Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -						
	Total Budget Reallocation Between Budget Categories	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -						
	Direct Labor	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -						

Change #	Date Approved	Budget Categories	All values should be rounded to the dollar (\$1)				Brief Description of and Justification for Change	Total Amount of CEC Funds Moving Between Categories	Cumulative CEC Total (will reset after DD review)	Has this budget been approved by the Deputy Director (DD)?**		
			CEC Share Funds		Match Share Funds							
			FROM (Approved Budget Totals)	TO (Revised Budget Totals)	FROM (Approved Budget Totals)	TO (Revised Budget Totals)						
8		Fringe Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$0	Select Yes or No			
	Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
	Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
	Materials/Misc.	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
	Subrecipients/Vendors	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
	Indirect Cost	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
	Profit (not allowed for grant recipients)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
	Totals	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
	Reallocation Decrease Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
	Reallocation Increase Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
	Total Budget Reallocation Between Budget Categories	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
	9		Direct Labor	\$ -	\$ -	\$ -	\$ -			\$ -	\$0	Select Yes or No
		Fringe Benefits	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -		
Travel		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
Equipment		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
Materials/Misc.		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
Subrecipients/Vendors		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
Indirect Cost		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
Profit (not allowed for grant recipients)		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
Totals		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
Reallocation Decrease Subtotal		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
Reallocation Increase Subtotal		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
Total Budget Reallocation Between Budget Categories		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
10			Direct Labor	\$ -	\$ -	\$ -	\$ -	\$ -	\$0	Select Yes or No		
	Fringe Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
	Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
	Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
	Materials/Misc.	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
	Subrecipients/Vendors	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
	Indirect Cost	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
	Profit (not allowed for grant recipients)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
	Totals	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
	Reallocation Decrease Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
	Reallocation Increase Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
	Total Budget Reallocation Between Budget Categories	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					

Worksheet Specific Instructions

Rounding: All budget values should be rounded to the dollar (\$1). Rounding of any values should be performed using standard rounding practices.

****Regarding Deputy Director Approval:** The cumulative total will reset automatically when it passes \$300K, or the budget has been approved by the Deputy Director for any other reason listed in the Changes to Grants: Level of Approval and Notification Chart.

CONDITIONAL FORMATTING APPLIED: If the amount of funding (CEC or Match Share funds) moving between categories is positive, the corresponding Category Budget cell will turn green with conditional formatting (dark green text, light green fill).

CONDITIONAL FORMATTING APPLIED: If the amount of funding (CEC or Match Share funds) moving between categories is negative, the corresponding Category Budget cell will turn red with conditional formatting (dark red text, light red fill).

Change #	Date Approved	Budget Categories	All values should be rounded to the dollar (\$1)						Total Amount of CEC Funds Moving Between Categories	Cumulative CEC Total (will reset after DD review)	Has this budget been approved by the Deputy Director (DD)?**
			CEC Share Funds			Match Share Funds					
			FROM (Approved Budget Totals)	TO (Revised Budget Totals)	Amount of CEC Funds Moving Between Categories	FROM (Approved Budget Totals)	TO (Revised Budget Totals)	Amount of Match Funds Moving Between Categories			
<p>CONDITIONAL FORMATTING APPLIED: If the Budget Category Total for the "Amount of CEC Funds Moving Between Categories" is anything other than zero, the cell fill will turn red with conditional formatting. Also, the associated "Total Budget Reallocation Between Budget Categories" cell will display "Not Balanced", and the cell fill will turn red with conditional formatting. This indicates there is not an equal amount of funds moving between categories and may require a correction. However, if the overall CEC Funds are to be increased or decreased, a formal amendment is required. Contact your CAM for more instructions.</p>											
<p>CONDITIONAL FORMATTING APPLIED: If the Budget Category Total for the "Amount of Match Funds Moving Between Categories" is negative, the cell fill will turn red with conditional formatting. This indicates Match Funds are decreasing and requires a formal amendment. Contact your CAM for more instructions.</p>											
<p>CONDITIONAL FORMATTING APPLIED: If the Budget Category Total for the "Amount of Match Funds Moving Between Categories" is anything other than zero, the associated "Total Budget Reallocation Between Budget Categories" cell will display "Not Balanced", and the cell fill will turn red with conditional formatting. This indicates there is not an equal amount of funds moving between categories and may require a correction. However, if the overall Match Share Funds are to be increased or decreased, an amendment is required. Contact your CAM for more instructions.</p>											
<p>CONDITIONAL FORMATTING APPLIED: If the "Total Amount of CEC Funds Moving Between Categories" is greater than or equal to \$150,000, and less than or equal to \$300,000, the cell fill will turn yellow with conditional formatting. This indicates an amendment is required with a higher level of approval. Contact your CAM for more instructions.</p>											
<p>CONDITIONAL FORMATTING APPLIED: If the "Total Amount of CEC Funds Moving Between Categories" is greater than \$300,000, the cell fill will turn orange with conditional formatting. This indicates an amendment is required with an even higher level of approval. Contact your CAM for more instructions.</p>											

Workbook Instructions

Input Data: Enter information as required in all cells highlighted in Blue.

Restricted Editing: All cells not highlighted in Blue are locked from editing. Locked cells include: cells with formulas highlighted in Gray or Light Yellow, cells with no color fill (white), etc.

For the Agreement Budget Template ONLY: Colored Tabs:

The "Equipment" and "Subrecipients & Vendors" budget category tabs are colored **ORANGE** to indicate that line item details can be entered for these budget categories. The other budget category tabs (Direct Labor, Fringe Benefits, Travel, Materials & Misc., and Indirect Costs & Profit) only contain category totals.

Regarding Confidential Information: Avoid disclosing trade secrets and confidential information on any agreement document, since these documents are publicly accessible.

Rules for decimal places on values:

- **Budget and Invoice values:**
 - Rounding of any values, as described below, should be performed using standard rounding practices.
 - For all currency rates (e.g., Direct Labor, and Unit Cost): Round to the cent (\$0.01).
 - For all percentage rates (e.g., Fringe Benefits, Indirect Cost, and Profit): Round to a maximum of two decimal places of a percent (e.g., 25.12%). You can round to less if desired, such as one decimal place (e.g., 25.1%), or zero decimal places (e.g., 25%).
 - For all quantity values (e.g., # of hours, # of months, and # of units): Round to a maximum of two decimal places (e.g., 50.12). You can round to less if desired, such as one decimal place (e.g., 50.1), or zero decimal places (e.g., 50).
- **Budget values:**
 - For entered and totaled (via calculation) CEC and Match share budget values: Round to the dollar (\$1).
 - For all calculated currency values (e.g., rate x hours, rate x months, base amount, and rate x base amount): Round to the dollar (\$1).
- **Invoice values:**
 - For entered and totaled (via calculation) CEC and Match share expense invoice values: Round to the cent (\$0.01).
 - For all calculated currency values (e.g., rate x hours, rate x months, base amount, and rate x base amount): Round to the cent (\$0.01).
 - **SPECIAL CIRCUMSTANCE for calculated currency values:** **ONLY** if a calculated value (e.g., rate x hours = actual labor expense) does **NOT** equal the actual expense, because of the decimal place rules provided for rates and quantity values listed above, it is acceptable to use as many decimal places as necessary for rates and quantity values listed above to ensure that the calculated value **DOES** equal the actual expense.

Invoice Supporting Documentation Requirements, per Budget Category:

The list below contains the supporting documentation that is required to be submitted with an invoice. **IMPORTANT:** The recipient and subrecipients must still retain supporting documentation for all project expenses in case of an audit ("supporting documents" are also known as "backup documents").

- **Direct Labor** – No supporting documentation required with invoice.
- **Fringe Benefits** – No supporting documentation required with invoice.
- **Travel** - Receipts are required only for: Lodging, Airfare, Rental car (including gasoline expenses), Bus/train.
- **Equipment** – 1) For equipment that is equal to or greater than \$100,000 per line item total (including both CEC and Match Funds), documentation showing the payment terms must be provided to the CAM. 2) CAM must be able to verify equipment purchases for: 1) equipment with a per line item incurred cost of \$500,000 or greater; or 2) a single equipment vendor with \$500,000 or more in equipment incurred costs. See Invoice Review Checklist for methods to verify.
- **Materials & Miscellaneous** – Receipt required for any line item total that is \$5,000 or more.
- **Subrecipients & Vendors** – Major subrecipients (Budget of 100k or more) follow the same budget requirements as the Recipient when submitting an invoice. For Minor subrecipients and Vendors, subrecipient or vendor invoice required.
- **Indirect Costs & Profit** – No supporting documentation required with invoice.

Adding Rows: If additional rows are needed within a section, unhide the hidden rows (i.e., select the row directly above and below the hidden rows, then right-click the selection and select "Unhide"). Hide any unused rows. DO NOT USE THE LAST TWO ROWS THAT ARE MARKED "CEC USE ONLY". If all but the last 2 rows are used, and more rows are required, please contact the ECAMS Support team (ECAMS.Support@energy.ca.gov).

FOR ECAMS SUPPORT TEAM ONLY: ADDING ROWS:

To add additional rows and maintain the formulas within the totals, (1) unprotect the sheet, (2) copy the second to the last row in the section, (3) insert the copied row just above the last row, (4) repeat steps 2 - 3 as required, (5) correct formatting and REFERENCE IDs as required, (6) delete "CEC USE ONLY" from all but the last two rows in the section, and (7) re-protect the sheet.

Updating Modification Date on Budgets:

After making modifications to a budget file, update the modification date as described below.

- **Budget Worksheet file** – Update the "*Date of Last Budget Worksheet Modification*" to the date the modifications were completed. Update the "Date of Last Budget Worksheet Modification" in cell D1 of the "Category Budget" tab–this updates the rest of the tabs in the template.
- **Agreement Budget file** – Update the "*Date of Last Approved Agreement Budget Modification*" to the date the modifications were approved. Update the "Date of Last Approved Agreement Budget Modification" in cell D1 of the "Category Budget" tab–this updates the rest of the tabs in the template.

FOR ECAMS SUPPORT TEAM ONLY: UPDATING "TEMPLATE VERSION" DATE:

After making modifications to a budget or invoice template, update the "*Template Version*" date to the date the modifications were completed. For the budget templates, update the "*Template Version*" date in cell A1 of the "Category Budget" tab–this updates the rest of the tabs in the template. For the invoice templates, update the "*Template Version*" date in cell A1 of the "Invoice Payment Cover Sheet" tab–this updates the rest of the tabs in the template.

ECAMS Support: For support on how to complete this template, please visit the ECAMS Resources web page. The link to this web page is provided in the cell below:

<https://www.energy.ca.gov/funding-opportunities/funding-resources/ecams-resources>

BUDGET WORKSHEET

Category Budget

Agreement Number	ARV-22-003		
Name of Organization	County of Mendocino		
Recipient			
None			
Cost Category	CEC Share	Match Share	Total
Direct Labor	\$ -	\$ 43,192	\$ 43,192
Fringe Benefits	\$ -	\$ 32,119	\$ 32,119
Total Labor	\$ -	\$ 75,311	\$ 75,311
Travel	\$ -	\$ -	\$ -
Equipment	\$ 120,000	\$ -	\$ 120,000
Materials/Miscellaneous	\$ -	\$ -	\$ -
Subrecipients/Vendors	\$ 527,002	\$ 86,438	\$ 613,440
Total Other Direct Costs	\$ 647,002	\$ 86,438	\$ 733,440
Indirect Costs	\$ 8,700	\$ 7,531	\$ 16,231
Profit (not allowed for grant recipients)	\$ -	\$ -	\$ -
Total Indirect and Profit	\$ 8,700	\$ 7,531	\$ 16,231
Grand Totals	\$ 655,702	\$ 169,280	\$ 824,982
Total CEC Reimbursable Funds Spent in California or Paid to California-Based Entities (if applicable)	\$ -		
Percentage of CEC Reimbursable Funds Spent in California or Paid to California-Based Entities			

BUDGET WORKSHEET

Direct Labor (Unloaded)

ARV-22-003: County of Mendocino

Hourly Rates									
Job Classification	Highest Estimated Labor Rate (\$ per hour)	# of Hours	Rate x Hours	CEC Share	Match Share	Total	Line Item Revised Since Last Approved Budget?	Revision Notes	
General Services Agency Director	\$91.14	46	\$ 4,192	\$ -	\$4,192	\$ 4,192	Select Yes or No		
Facilities & Fleet Manager	\$57.52	91	\$ 5,234	\$ -	\$5,234	\$ 5,234	Select Yes or No		
Assistant Facilities Manager (Construction)	\$52.47	234	\$ 12,278	\$ -	\$12,278	\$ 12,278	Select Yes or No		
Assistant Facilities Manager (Operations)	\$52.47	182	\$ 9,550	\$ -	\$9,550	\$ 9,550	Select Yes or No		
Principal Administrative Analyst	\$63.50	188	\$ 11,938	\$ -	\$11,938	\$ 11,938	Select Yes or No		
	\$ -	0.00	\$ -	\$ -	\$ -	\$ -	Select Yes or No		
	\$ -	0.00	\$ -	\$ -	\$ -	\$ -	Select Yes or No		
	\$ -	0.00	\$ -	\$ -	\$ -	\$ -	Select Yes or No		
	\$ -	0.00	\$ -	\$ -	\$ -	\$ -	Select Yes or No		
	\$ -	0.00	\$ -	\$ -	\$ -	\$ -	Select Yes or No		
Hourly Direct Labor Totals						\$ 43,192			

Monthly Salary Rates								
Job Classification	Highest Estimated Labor Rate (\$ per month)	# of Months	Rate x Months	CEC Share	Match Share	Total	Line Item Revised Since Last Approved Budget?	Revision Notes

BUDGET WORKSHEET

Fringe Benefits

ARV-22-003: County of Mendocino

Job Classification	Highest Estimated Fringe Benefit Rate (%)	Direct Labor Costs (\$)	Rate x Costs	CEC Share	Match Share	Total	Line Item Revised Since Last Approved Budget?	Revision Notes
General Services Agency Director	79.72%	\$4,192	\$ 3,342	\$ -	\$3,342	\$ 3,342	Select Yes or No	
Facilities & Fleet Manager	75.75%	\$5,234	\$ 3,965	\$ -	\$3,965	\$ 3,965	Select Yes or No	
Assistant Facilities Manager (Construction)	79.75%	\$12,278	\$ 9,792	\$ -	\$9,792	\$ 9,792	Select Yes or No	
Assistant Facilities Manager (Operations)	79.75%	\$9,550	\$ 7,616	\$ -	\$7,616	\$ 7,616	Select Yes or No	
Principal Administrative Analyst	62.02%	\$11,938	\$ 7,404	\$ -	\$7,404	\$ 7,404	Select Yes or No	
	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	Select Yes or No	
	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	Select Yes or No	
	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	Select Yes or No	
	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	Select Yes or No	
	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	Select Yes or No	
Grand Totals		\$ 43,192	\$ 32,119	\$ -	\$ 32,119	\$ 32,119		

Worksheet Specific Instructions

CONDITIONAL FORMATTING APPLIED: *If the "Line Item Revised Since Last Approved Budget?" column is changed to Yes, the text in the entire row will turn red in order to highlight the change.*

BUDGET WORKSHEET

Travel

ARV-22-003: County of Mendocino

Reference ID	Task #	Traveler Name and Job Classification	Dates of Travel (From/To)	Departure and Destination	Trip Purpose	CEC Share	Match Share	Total	Line Item Revised Since Last Approved Budget?	Revision Notes
T-1							\$ -	\$ -	Select Yes or No	
T-2						\$ -	\$ -	\$ -	Select Yes or No	
T-3						\$ -	\$ -	\$ -	Select Yes or No	
T-4						\$ -	\$ -	\$ -	Select Yes or No	
T-5						\$ -	\$ -	\$ -	Select Yes or No	
T-6						\$ -	\$ -	\$ -	Select Yes or No	
T-7						\$ -	\$ -	\$ -	Select Yes or No	
T-8						\$ -	\$ -	\$ -	Select Yes or No	
T-9						\$ -	\$ -	\$ -	Select Yes or No	
T-10						\$ -	\$ -	\$ -	Select Yes or No	
Grand Totals						\$ -	\$ -	\$ -		

Worksheet Specific Instructions

CONDITIONAL FORMATTING APPLIED: If the "Line Item Revised Since Last Approved Budget?" column is changed to Yes, the text in the entire row will turn red in order to highlight the change.

BUDGET WORKSHEET

Equipment

ARV-22-003: County of Mendocino

Reference ID	Task #	Seller of Item(s)	Description	Purpose	# of Units	Unit Cost	Total: # of Units x Unit Cost	CEC Share	Match Share	Total	Line Item Revised Since Last Approved Budget?	Revision Notes
E-1	3	ChargePoint	Dual Port Level 2 EV Charging Stations	Charging for rural drivers	12.00	\$ 10,000.00	\$ 120,000	\$ 120,000	\$ -	\$ 120,000	Select Yes or No	
E-2							\$ -	\$ -	\$ -	\$ -	Select Yes or No	
E-3					0.00	\$ -	\$ -	\$ -	\$ -	\$ -	Select Yes or No	
E-4					0.00	\$ -	\$ -	\$ -	\$ -	\$ -	Select Yes or No	
E-5					0.00	\$ -	\$ -	\$ -	\$ -	\$ -	Select Yes or No	
E-6					0.00	\$ -	\$ -	\$ -	\$ -	\$ -	Select Yes or No	
E-7					0.00	\$ -	\$ -	\$ -	\$ -	\$ -	Select Yes or No	
E-8					0.00	\$ -	\$ -	\$ -	\$ -	\$ -	Select Yes or No	
E-9					0.00	\$ -	\$ -	\$ -	\$ -	\$ -	Select Yes or No	
E-10					0.00	\$ -	\$ -	\$ -	\$ -	\$ -	Select Yes or No	
Grand Totals								\$ 120,000	\$ -	\$ 120,000		

Worksheet Specific Instructions

CONDITIONAL FORMATTING APPLIED: If the "Line Item Revised Since Last Approved Budget?" column is changed to Yes, the text in the entire row will turn red in order to highlight the change.

BUDGET WORKSHEET
Materials & Miscellaneous

ARV-22-003: County of Mendocino

Reference ID	Task #	Seller of Item(s)	Description	Purpose	# of Units	Unit Cost	Total: # of Units x Unit Cost	CEC Share	Match Share	Total	Line Item Revised Since Last Approved Budget?	Revision Notes	
M-1					0.00	\$ -	\$ -	\$ -	\$ -	\$ -	Select Yes or No		
M-2					0.00	\$ -	\$ -	\$ -	\$ -	\$ -	Select Yes or No		
M-3					0.00	\$ -	\$ -	\$ -	\$ -	\$ -	Select Yes or No		
M-4					0.00	\$ -	\$ -	\$ -	\$ -	\$ -	Select Yes or No		
M-5					0.00	\$ -	\$ -	\$ -	\$ -	\$ -	Select Yes or No		
M-6					0.00	\$ -	\$ -	\$ -	\$ -	\$ -	Select Yes or No		
M-7					0.00	\$ -	\$ -	\$ -	\$ -	\$ -	Select Yes or No		
M-8					0.00	\$ -	\$ -	\$ -	\$ -	\$ -	Select Yes or No		
M-9					0.00	\$ -	\$ -	\$ -	\$ -	\$ -	Select Yes or No		
M-10					0.00	\$ -	\$ -	\$ -	\$ -	\$ -	Select Yes or No		
Grand Totals										\$ -	\$ -	\$ -	\$ -

Worksheet Specific Instructions

CONDITIONAL FORMATTING APPLIED: If the "Line Item Revised Since Last Approved Budget?" column is changed to Yes, the text in the entire row will turn red in order to highlight the change.

BUDGET WORKSHEET

Subrecipients & Vendors

ARV-22-003: County of Mendocino

Subrecipients										
Reference ID	Task #	Subrecipient (Please Use Legal Name)	Entity Number (CA Secretary of State)	Purpose	CA Business Certifications DVBE/ SB/MB/None	CEC Share	Match Share	Total	Line Item Revised Since Last Approved Budget?	Revision Notes
S-1	2	Redwood Coast Energy Authority	N/A, Special District	Technical Assistance Provider	None	\$12,000	\$ -	\$ 12,000	Select Yes or No	
S-2					None	\$ -	\$ -	\$ -	Select Yes or No	
S-3					None	\$ -	\$ -	\$ -	Select Yes or No	
S-4					None	\$ -	\$ -	\$ -	Select Yes or No	
S-5					None	\$ -	\$ -	\$ -	Select Yes or No	
S-6					None	\$ -	\$ -	\$ -	Select Yes or No	
S-7					None	\$ -	\$ -	\$ -	Select Yes or No	
S-8					None	\$ -	\$ -	\$ -	Select Yes or No	
S-9					None	\$ -	\$ -	\$ -	Select Yes or No	
S-10					None	\$ -	\$ -	\$ -	Select Yes or No	
Subrecipient Totals						\$ 12,000	\$ -	\$ 12,000		

Vendors										
Reference ID	Task #	Vendor (Please Use Legal Name)	Entity Number (CA Secretary of State)	Purpose	CA Business Certifications DVBE/ SB/MB/None	CEC Share	Match Share	Total	Line Item Revised Since Last Approved Budget?	Revision Notes
V-1	2,4	Willdan Energy Solutions	56-2417519	Design and Construction Management	None	\$43,000	\$ -	\$ 43,000	Select Yes or No	
V-2	4	TBD	TBD	Contractor installing EVCS	None	\$393,122	\$86,438	\$ 479,560	Select Yes or No	
V-3	5	ChargePoint	26-1080576	Operations and Maintenance Plans	None	\$78,880	\$ -	\$ 78,880	Select Yes or No	
V-4					None	\$ -	\$ -	\$ -	Select Yes or No	
V-5					None	\$ -	\$ -	\$ -	Select Yes or No	
V-6					None	\$ -	\$ -	\$ -	Select Yes or No	

V-7				None	\$ -	\$ -	\$ -	-	Select Yes or No
V-8				None	\$ -	\$ -	\$ -	-	Select Yes or No
V-9				None	\$ -	\$ -	\$ -	-	Select Yes or No
V-10				None	\$ -	\$ -	\$ -	-	Select Yes or No
Vendor Totals					\$ 515,002	\$ 86,438	\$ 601,440		

Subrecipients & Vendors Grand Totals				
		CEC Share	Match Share	Total
Grand Totals		\$ 527,002	\$ 86,438	\$ 613,440

Worksheet Specific Instructions

CONDITIONAL FORMATTING APPLIED: *If the "Line Item Revised Since Last Approved Budget?" column is changed to Yes, the text in the entire row will turn red in order to highlight the change.*

BUDGET WORKSHEET

Indirect Costs and Profit

ARV-22-003: County of Mendocino

CEC De Minimis Rate

Name of Indirect Cost	Indirect Cost (IDC) Base Category	IDC Base CEC Share (\$)	IDC Base Match Share (\$)	Total IDC Base CEC Share (\$)	Total IDC Base Match Share (\$)	Total IDC Base (\$)	IDC Rate (%)	Rate x Base (\$)	CEC Share	Match Share	Total	Line Item Revised Since Last Approved Budget?	Revision Notes
	Direct Labor	\$ -	\$ -	\$ -	\$ -	\$ -							
	Fringe Benefits	\$ -	\$ 43,192	\$ -	\$ -	\$ 43,192							
	Travel	\$ -	\$ 32,119	\$ -	\$ -	\$ 32,119							
	Equipment	\$ -	\$ -	\$ -	\$ -	\$ -							
	Materials/Misc.	\$ -	\$ -	\$ -	\$ -	\$ -							
	Subrecipients/Vendors	\$ 87,000	\$ -	\$ 87,000	\$ -	\$ 87,000	10.00%	\$ 16,231	\$ 8,700	\$ 7,531	\$ 16,231	Select Yes or No	
	Indirect Cost	\$ -	\$ -	\$ -	\$ -	\$ -							
	Direct Labor	\$ -	\$ -	\$ -	\$ -	\$ -							
	Fringe Benefits	\$ -	\$ -	\$ -	\$ -	\$ -							
	Travel	\$ -	\$ -	\$ -	\$ -	\$ -							
	Equipment	\$ -	\$ -	\$ -	\$ -	\$ -							
	Materials/Misc.	\$ -	\$ -	\$ -	\$ -	\$ -							
	Subrecipients/Vendors	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -	\$ -	Select Yes or No	
	Indirect Cost	\$ -	\$ -	\$ -	\$ -	\$ -							
Indirect Costs Grand Totals									\$ 8,700	\$ 7,531	\$ 16,231		

Profit

Profit Base Categories	Profit Base CEC Share (\$)	Profit Base Match Share (\$)	Total Profit Base CEC Share (\$)	Total Profit Base Match Share (\$)	Total Profit Base (\$)	Profit Rate (%)	Rate x Base (\$)	CEC Share	Match Share	Total	Line Item Revised Since Last Approved Budget?	Revision Notes	
													Profit Grand Totals
Direct Labor	\$ -	\$ -	\$ -	\$ -	\$ -								
Fringe Benefits	\$ -	\$ -	\$ -	\$ -	\$ -								
Travel	\$ -	\$ -	\$ -	\$ -	\$ -								
Equipment	\$ -	\$ -	\$ -	\$ -	\$ -								
Materials/Misc.	\$ -	\$ -	\$ -	\$ -	\$ -								
Subrecipients/Vendors	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	Select Yes or No	
Indirect Cost	\$ -	\$ -	\$ -	\$ -	\$ -								
Profit Grand Totals									\$ -	\$ -	\$ -		

Worksheet Specific Instructions

CONDITIONAL FORMATTING APPLIED: If the CEC Share value is greater than the Total IDC Base CEC Share (\$), as indicated by red conditional formatting (dark red text, light red fill), then the budget will have to be corrected and the Recipient notified that the CEC does not pay for Indirect Costs (IDCs) on IDC Base Amounts charged as Match Share expenses.

CONDITIONAL FORMATTING APPLIED: If the CEC Share value is greater than the Total Profit Base CEC Share (\$), as indicated by red conditional formatting (dark red text, light red fill), then the budget will have to be corrected and the Recipient notified that the CEC does not pay for Profit on Profit Base Amounts charged as Match Share expenses.

CONDITIONAL FORMATTING APPLIED: If the "Line Item Revised Since Last Approved Budget?" column is changed to Yes, the text in the entire row will turn red in order to highlight the change.

EXHIBIT C

ELECTRIC PROGRAM INVESTMENT CHARGE (EPIC) STANDARD GRANT TERMS AND CONDITIONS

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ATTACHMENT 1: CONFIDENTIAL PRODUCTS AND PROJECT-RELEVANT PRE-EXISTING AND INDEPENDENTLY FUNDED INTELLECTUAL PROPERTY

EXHIBIT C

TERMS AND CONDITIONS

1. INTRODUCTION

This grant agreement (Agreement) between the California Energy Commission (Energy Commission, Commission, or CEC) and the Recipient is funded by the Electric Program Investment Charge (EPIC), an electricity ratepayer surcharge authorized by the California Public Utilities Commission (CPUC).

This Agreement includes: (1) the Agreement signature page (**form CEC-146**); (2) the scope of work (**Exhibit A**); (3) the budget (**Exhibit B**); (4) these terms and conditions (**Exhibit C**); (5) any special terms and conditions that address the unique circumstances of the funded project (**Exhibit D**); (6) a contacts list (**Exhibit E**); (7) all attachments; and (8) all documents incorporated by reference.

All work and expenditure of funds (CEC-reimbursed and/or match share) must occur within the Agreement term specified on the CEC-146 form.

2. DOCUMENTS INCORPORATED BY REFERENCE

The documents below are incorporated by reference into this Agreement. These terms and conditions (this Exhibit C and if included, Exhibit D) will govern in the event of a conflict with the documents below, with the exception of the documents in subsections (e) and (f) below. Where this Agreement or California laws and regulations are silent or do not apply, the CEC will use the federal cost principles and acquisition regulations listed below as guidance in determining whether reimbursement of claimed costs is allowable. Documents incorporated by reference include:

Solicitation Documents (if award is made through a competitive solicitation)

- a. The funding solicitation for the project supported by this Agreement
- b. The Recipient's proposal submitted in response to the solicitation

Federal Cost Principles (*applicable to state and local governments, Indian tribes, institutions of higher education, and nonprofit organizations*)

- c. 2 Code of Federal Regulations (CFR) Part 200, Subpart E (Sections 200.400 et seq.)

Federal Acquisition Regulations (*applicable to commercial organizations*)

- d. 48 CFR, Ch.1, Subchapter E, Part 31, Subpart 31.2: Contracts with Commercial Organizations (supplemented by 48 CFR, Ch. 9, Subchapter E, Part 931, Subpart 931.2 for Department of Energy grants)

Nondiscrimination

- e. 2 California Code of Regulations, Section 11099 et seq.: Contractor Nondiscrimination and Compliance

General Laws

- f. Any federal, state, or local laws or regulations applicable to the project that are not expressly listed in this Agreement

3. STANDARD OF PERFORMANCE

In performing work under the Agreement, the Recipient, its Subrecipients, and any lower tiered level of Sub-Subrecipients, and Vendors, and their employees are responsible for exercising the degree of skill and care required by customarily accepted good professional practices and procedures for the type of work performed.

4. DUE DILIGENCE

The Recipient must take timely actions that, taken collectively, move this project to completion. The Commission Agreement Manager (CAM) will periodically evaluate the project schedule for completion of Scope of Work tasks. If the CAM determines that: (1) the Recipient is not diligently completing the tasks in the Scope of Work; or (2) the time remaining in this Agreement is insufficient to complete all project tasks by the Agreement end date, the CAM may recommend that this Agreement be terminated, and the Commission may terminate this Agreement without prejudice to any of its other remedies.

5. PRODUCTS

- a. **“Products”** are any tangible item specified for delivery to the CEC in the Scope of Work, such as reports and summaries.

If the CAM determines that a product is substandard given its description and intended use as described in this Agreement, the CAM, without prejudice to any of the CEC’s other remedies, may refuse to authorize payment for the product and any subsequent products that rely on or are based upon the product under this Agreement.

- b. Confidential Products

Please see Section 18 (Confidentiality) for instructions regarding confidential products.

- c. Rights in Products

The CEC owns all products identified in the Scope of Work, with the exception of products that fall within the definition of “intellectual property.” As between the CEC and the Recipient, the Recipient owns all intellectual property developed under this Agreement (please see the “Intellectual Property” section).

The Recipient has a non-exclusive, non-transferable, irrevocable, worldwide, perpetual license to use, publish, translate, modify, and reproduce products that do not fall within the definition of “intellectual property.”

d. Failure to Submit Products

A Recipient’s failure to submit a product required in the Scope of Work may be considered material noncompliance with the Agreement terms. Without prejudice to any other remedies, noncompliance may result in CEC actions such as the withholding of future payments or awards, or the suspension or termination of the Agreement.

e. Final Report and Payment

The Recipient may only submit a request for the final payment (including any retention) after the final report is completed, submitted to the CAM, and Energy Research and Development Division management has verified satisfactory completion of work.

f. Legal Statements on Products

- 1) All documents that result from work funded by this Agreement and are released to the public must include the following statement to ensure no Commission endorsement of documents:

LEGAL NOTICE

This document was prepared as a result of work sponsored by the California Energy Commission. It does not necessarily represent the views of the Energy Commission, its employees, or the State of California. Neither the Commission, the State of California, nor the Commission’s employees, contractors, or subcontractors makes any warranty, express or implied, or assumes any legal liability for the information in this document; nor does any party represent that the use of this information will not infringe upon privately owned rights. This document has not been approved or disapproved by the Commission, nor has the Commission passed upon the accuracy of the information in this document.

- 2) The Recipient will apply copyright notices to all documents prepared for this Agreement that are released to the public (including reports, articles submitted for publication, and all reprints) using the following form or any other form that may be reasonably specified by the CEC.

“©[Year of first publication of product] [the Copyright Holder’s name]. All Rights Reserved.”

6. AMENDMENTS

a. Procedure for Requesting Changes

The Recipient must submit a written request to the CAM for any change to the Agreement. The request must include:

- A brief summary of the proposed change;
- A brief summary of the reason(s) for the change; and
- The revised section(s) of the Agreement, with changes made in underline/ strikethrough format.

b. Approval of Changes

Unless otherwise allowed in this Agreement, no amendment or variation of this Agreement shall be valid unless made in writing and signed by both of the parties except for the CEC’s unilateral termination rights in Section 16 of these terms. No oral understanding or agreement is binding on any of the parties. Changes to the Agreement must be approved at a CEC business meeting or by the Executive Director (or his/her designee).

Upon Recipient’s request, the CAM or Commission Agreement Officer will provide the Recipient with a document titled “Changes to Grants – Level of Approval and Notification Chart” commonly referred to as the “Changes Chart.” This document explains the level of CEC approval required for a proposed change.

c. Personnel Changes

Except when replacing “key personnel,” the Recipient, Subrecipients, and any lower-tiered level of Sub-Subrecipient, and Vendors can make changes to their respective personnel without written approval. Although changes to “key personnel” do require written approval, that approval can be requested and granted through an email communication or other form of written communication.

Recipients may be reimbursed for actual expenses incurred by new “key personnel” during the term of the Agreement, even if written approval comes after an individual begins work on the project. However, if the replacement is not approved, then the CEC will not reimburse for any expenses charged for the individual. Accordingly, Recipients are strongly encouraged to obtain advance written approval for “key personnel” or risk not being reimbursed for their work.

Recipient must keep the CAM informed of personnel changes through monthly calls and quarterly progress reports. In addition to any other rights and remedies available to the CEC, the CEC retains its authority to issue a Stop Work Order if it becomes clear that the personnel, key or otherwise, of the Recipient, a Subrecipient, any lower-tiered level of Sub-Subrecipient, or Vendor are unable to fulfill their responsibilities under the Agreement. In addition to all other rights and remedies, the CEC shall not pay (or may require Recipient to repay if the CEC has already paid) for personnel who are unnecessary to complete the scope of work or otherwise perform under the Agreement.

d. Budget Reallocations

No CEC approval is needed for a Recipient, Subrecipient, or any lower-tiered level of Sub-Subrecipient to move funds **within** each of the following Budget Categories listed in Exhibit B: Direct Labor, Fringe Benefits, Travel, Equipment, Materials and Miscellaneous, Subrecipients and Vendors, and Indirect Costs. However, please note per parts e. and h., directly below in this Section 6, any new Materials and Miscellaneous, Equipment, Subrecipient, Sub-Subrecipient or any lower-tiered level of Sub-Subrecipient or Vendor not listed in the Exhibit B does need approval prior to reimbursement. If the Recipient wants to move funds between Budget Categories or submits an invoice that if paid would exceed a Budget Category, the Recipient has at least the following choices:

- 1) Request an amendment from the CEC. The CEC shall not pay the invoice if and until an amendment is executed. In its sole discretion, the CEC might pay the portion of the invoice that does not involve the amount that goes beyond the Budget Category.
- 2) Retract the invoice and resubmit a corrected one that keeps within Budget Categories. The Recipient can treat the amount paid beyond the Budget Category as match funds if the expenditure meets all of the applicable Agreement requirements for match funds.

Neither this nor any other flexibility in these terms for approval without executing an amendment allows the Recipient, Subrecipient, Sub-Subrecipient, any lower-tiered level of Sub-Subrecipient, or Vendor to exceed the overall Agreement amount.

e. New Items Under Materials and Miscellaneous, and Equipment

Without having to execute an amendment to this Agreement, the CAM must approve in writing of any new materials and miscellaneous expenses of \$5,000 or more or new equipment the Recipient, Subrecipient, any lower-tiered level of Sub-Subrecipient, or Vendor plans to purchase and be reimbursed under this Agreement that is not already listed in Exhibit B, Budget. To accomplish this, the Recipient can submit either prior to

invoicing or with its invoice a completed form titled "NEW EQUIPMENT/M&M FORM" which includes a description of the item and a brief explanation of the need for the item. The CAM will approve items that he or she determines to be necessary to the Agreement and do not exceed budgeted amounts for each Budget Category unless Recipient follows the process in this Section 6, part d. directly above.

Any restrictions in the solicitation or elsewhere in the Agreement still apply to the specific items under Materials and Miscellaneous, and Equipment that can be purchased using CEC Funds or Match Share Funds. The restrictions still apply even though a CAM does not have to approve new materials and miscellaneous expenses under \$5,000.

f. Assignment of New Personnel to a New or Existing Job Classification

The Recipient, Subrecipient, and any lower-tiered level of Sub-Subrecipient can assign new personnel to a new or existing job classification without CEC approval. However, the Recipient shall keep the CAM informed of all personnel changes and provide any information requested by the CAM during monthly calls and/or quarterly progress reports.

g. Promotion of Existing Personnel to a New or Existing Job Classification

The Recipient, Subrecipient, and any lower-tiered level of Sub-Subrecipient can promote existing personnel to a new or existing job classification without CEC approval. However, the Recipient shall keep the CAM informed of all personnel changes and provide any information requested by the CAM during monthly calls and/or quarterly progress reports. However, as stated in section 8.c. below, the CEC will not pay more than the total amount in each Budget Category, including Direct Labor, without an amendment.

h. Replacing Subrecipients or Vendors

Under these Terms, all changes of Subrecipients and Vendors require advance written approval by at least the CAM. A higher level of approval may be required based on CEC policy. Required approvals are included in the "Changes to Grants – Level of Approval and Notification Chart" commonly referred to as the "Changes Chart."

Recipients may be reimbursed for actual expenses incurred by a new Vendor during the term of this Agreement, even if CEC written approval comes after the entity has completed work on the project. However, if the new Vendor is not approved by the CEC, the CEC will not reimburse for any expenses charged for the entity. Accordingly, Recipients are strongly encouraged to obtain **advance** written approval for new Vendors or risk not being reimbursed for their work.

However, any work completed by an entity that may replace an existing Subrecipient WILL NOT BE REIMBURSED for any work completed prior to advance written approval. If a Subrecipient expends funds prior to approval, they can only be claimed as Match Funds.

7. CONTRACTING AND PROCUREMENT PROCEDURES

This section provides general requirements for Subawards entered into between the Recipient and Subrecipients and Vendors for the performance of this Agreement.

a. Recipient's Obligations to Subrecipients and Vendors

- 1) The Recipient is responsible for handling all contractual and administrative issues arising out of or related to any Subawards it enters into for the performance of this Agreement.
- 2) Except for the "CEC as Third-Party Beneficiary" term (see section 22.m), nothing contained in this Agreement or otherwise creates any contractual relation between the CEC and any Subrecipients and Vendors, and no Subaward may relieve the Recipient of its responsibilities under this Agreement. The Recipient agrees to be as fully responsible to the CEC for the acts and omissions of its Subrecipients and Vendors or persons directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Recipient.

The Recipient's obligation to pay its Subrecipients and Vendors is an independent obligation from the CEC's obligation to make payments to the Recipient. As a result, the CEC has no obligation to pay or enforce the payment of any funds to any Subrecipient or Vendor.

- 3) The Recipient is responsible for establishing and maintaining Subawards with and reimbursing each Subrecipient and Vendor for work performed in accordance with the terms of this Agreement.
- 4) A Subrecipient is defined as a person or entity that receives grant funds directly from the Recipient and is entrusted by the Recipient to make decisions about how to conduct some of the Agreement's activities. A Subrecipient's role involves discretion over grant activities and is not merely just selling goods or services.

Characteristics that support the classification of the entity as a Subrecipient include when the entity:

- Has its performance measured in relation to whether objectives of a CEC program were met;

- Has responsibility for programmatic decision-making;
- Is responsible for adherence to applicable CEC program requirements specified in the CEC award agreement;
- In accordance with its agreement, uses the CEC funds to carry out a program for a public purpose specified in authorizing statute, as opposed to providing goods or services for the benefit of the Recipient or Subrecipient; or,
- Provides match share funding contributions to this Agreement.

A Sub-Subrecipient has the same meaning as a Subrecipient except that it receives grant funds from a Subrecipient. There can also be further levels below of Sub-Subrecipients.

- 5) A Vendor is defined as a person or entity that sells goods or services to the Recipient, Subrecipient, or any lower-tiered level of Sub-Subrecipient, in exchange for some of the grant funds, and does not make decisions about how to perform the Agreement's activities. The Vendor's role is ministerial and does not involve discretion over Agreement activities. A Vendor is an entity selected through a competitive process or is otherwise providing a product or service at a fair and reasonable price. Characteristics indicative of a procurement relationship between the Recipient, Subrecipient, and any lower-tiered level of Sub-Subrecipient and a Vendor are when the Vendor:

- Provides the goods and services within normal business operations;
- Provides similar goods or services to many different purchasers;
- Normally operates in a competitive environment;
- Provides goods or services that are ancillary to the operation of the CEC program; and
- May not be subject to compliance with all of the requirements of the CEC program as a result of the agreement, though similar requirements may apply for other reasons.

b. Subrecipient Flow-Down Terms

Subrecipients funded in whole or in part by this Agreement must include language conforming to the terms below, unless the Subawards are entered into by the University of California (UC) or the U.S. Department of Energy (DOE) national laboratories. UC may use the terms and conditions negotiated by the CEC with UC for its Subawards. DOE national laboratories may use the terms and conditions negotiated with DOE (please contact the Commission Grants Officer for these terms).

- Standard of Performance (Section 3)

- Legal Statements on Products (included in Section 5, “Products”). This term does not have to be included if the Subrecipient will not generate any Products.
- Profit (Section 7.g.)
- Travel and Per Diem (Section 9). This term does not have to be included if the Subrecipient will not be reimbursed for travel with CEC funds.
- Prevailing Wage (Section 10)
- Recordkeeping, Cost Accounting, and Auditing (Section 11)
- Equipment (Section 14). This term does not have to be included if the Subrecipient will not be reimbursed for equipment with CEC funds.
- Indemnification (Section 17)
- Confidentiality (Section 18). This term does not have to be included if the Subrecipient will not have access to or generate confidential information.
- Pre-Existing and Independently Funded Intellectual Property (Section 19)
- Intellectual Property (Section 20)
- Royalty Payments to the Commission (Section 21)
- Access to Sites and Records (included in Section 22, “General Provisions”)
- CEC as Third-Party Beneficiary (included in Section 22, “General Provisions”)
- Nondiscrimination (included in Section 23, “Certifications and Compliance”)
- California Taxpayer Access to Publicly Funded Research Act (Section 24)
- Survival of the following sections:
 - Equipment (Section 14)
 - Recordkeeping, Cost Accounting, and Auditing (Section 11)
 - Pre-Existing and Independently Funded Intellectual Property (Section 19)
 - Intellectual Property (Section 20)
 - Royalty Payments to the Commission (Section 21)
 - Access to Sites and Records (included in Section 22, “General Provisions”)
 - CEC as Third Party Beneficiary (included in Section 22, “General Provisions”)
 - California Taxpayer Access to Publicly Funded Research Act (Section 24)

Subrecipients funded in whole or in part by this Agreement must also include the following:

- A clear and accurate description of the material, products, or services to be procured.
- A detailed budget and timeline.

- Provisions that allow for administrative, contractual, or legal remedies in instances where subcontractors breach contract terms, in addition to sanctions and penalties as may be appropriate.
- Provisions for termination by the Recipient, including termination procedures and the basis for settlement.
- A statement that further assignments will not be made to any third or
- subsequent tier subcontractor without additional advance written consent of the Commission.

c. Vendor Flow-Down Terms

The flow-down requirements either come from the CEC or the law. Recipient does not have to include any of the CEC-created Subrecipient flow-down terms in its Subawards with Vendors unless it is necessary for the Recipient to meet its obligations to the CEC under this Agreement. But the Recipient is still required to make sure Vendors comply with all applicable laws. For example, the Recipient still must ensure any Vendor complies with applicable Public Work Requirements, including the payment of prevailing wage, and also with the Nondiscrimination clause. These are requirements under the law.

The Recipient does not have to include in its Subawards with Vendors, CEC-created terms, such as Equipment, Confidentiality, Travel and Per Diem, Retention of Records, and Audits, if the Recipient does not need them to fulfill its obligations to the CEC. An example of when the Recipient might need to include a CEC-created term in a Vendor Subaward is if intellectual property and royalty payments are involved. The Recipient must ensure the CEC has the intellectual property rights required under this Agreement and receives royalty payments due. If, for example, a Vendor creates intellectual property that the Recipient provides to the CEC as part of this Agreement, the Recipient shall ensure its Vendor Subaward secures the appropriate rights.

d. Audits

All Subawards entered into for the performance of this Agreement are subject to examination and audit by the CEC and/or Bureau of State Audits for a period of three (3) years after payment of the Recipient's final invoice under this Agreement. The CEC may audit Subawards that are relevant to the Recipient's royalty payment obligations (see Section 21) for a period of ten (10) years after this Agreement's end date.

e. Copies of Subawards

The Recipient must provide a copy of its Subawards upon request by the CEC.

f. Conflicting Subcontract Terms

Prior to the execution of this Agreement, the Recipient will notify the CAM of any known or reasonably foreseeable conflicts between this Agreement and any of its Subawards (e.g., conflicting intellectual property or payment terms). If the Recipient discovers any such conflicts after the execution of this Agreement, it will notify the CAM of the conflict within fifteen (15) days of discovery. The CEC may, without prejudice to its other remedies, terminate this Agreement if any conflict impairs or diminishes its value.

g. Profit

- 1) Recipient shall ensure that only Subrecipients, Sub-Subrecipients, and Vendors meeting the definition of an "Unrelated Company" include in their budgets, invoice for, and receive a profit.
- 2) For purposes of this Agreement, an Unrelated Company is defined as a for-profit business, appropriately licensed and in good standing, that does NOT meet any of the following criteria:
 - a) Directly or indirectly, partially or fully owns or controls Recipient. This includes, but is not limited to, owning 5% or more of Recipient's stock.
 - b) Is directly or indirectly, partially or fully owned or controlled by Recipient. This includes, but is not limited to, having 5% or more of stock owned by Recipient.
 - c) Has one or more common employees, including, but not limited to, owners, officers, directors, or managers, with Recipient.
 - d) Shares a Parent Company with Recipient. For purposes of this Agreement, Parent Company is defined as an entity that directly or indirectly, partially or fully owns or controls both the Recipient and the Subrecipient or Sub-Subrecipient or shares the same employees with them. This includes, but is not limited to, owning 5% or more of stock in both the Recipient and Subrecipient or Sub-Subrecipient.
 - e) Does not, for any other reason, have an arm's-length relationship (e.g., a relationship involving independent, competing interests) with the Recipient. This could be due to any reason, including but not limited to, both entities being part of the same business group or could stem from family or personal ties between officials of the two entities.
- 3) Recipient shall further ensure the profit to each Unrelated Company that is a Subrecipient or a Sub-Subrecipient does not exceed 10%

of only the CEC funds the Unrelated Company will receive. None of the following count towards the 10% profit maximum:

- a) The Profit Amount Itself. For example, assume Recipient and its Subrecipient SubX agree to a total, all inclusive, budget amount of \$200,000 in CEC funds. SubX cannot claim \$20,000 of this as profit. If \$180,000 is the base for expenses on which profit is calculated, 10% is only \$18,000 and not \$20,000.
- b) Non-CEC Funds in any Form. Only CEC funds a recipient will receive can count towards profit. For example, assume Recipient's Subrecipient SubX has a budget showing it receiving \$100,000 in CEC funds (not including the profit amount) and \$50,000 in federal funds with the federal funds counting as match under the CEC's grant. The maximum SubX can be paid with CEC funds for profit is 10% of \$100,000 CEC funds, or \$10,000 (assuming the \$100,000 CEC base does not include any of the other expenses that cannot be included in calculating profit). The \$50,000 in federal funds does not count towards the profit calculation because it is not CEC funds.
- c) Equipment. Continuing the example from b), assume SubX's \$100,000 CEC budget shows \$10,000 earmarked for equipment. The maximum SubX can be paid with CEC funds for profit is 10% of \$90,000, or \$9,000 (assuming the \$90,000 base does not include any of the other expenses that cannot be included in calculating profit).
- d) Amounts Paid to Sub-Subrecipients and Vendors. Continuing the example from b) and c), assume SubX's \$100,000 CEC budget also shows \$20,000 earmarked to pay Sub-SubY. SubX cannot include in its profit calculation the \$20,000 to Sub-SubY. The maximum SubX can be paid with CEC funds for profit is 10% of \$70,000 (\$100,000 in CEC funds minus \$10,000 in equipment from c) above and minus \$20,000 to Sub-SubY) or \$7,000.

Vendor Unrelated Companies do not have a 10% profit maximum and also do not have to adhere to the same restrictions in a) through d) directly above. However, as stated in the requirements for Vendors in Section 7.a.5) in this Exhibit C, Recipient must be able to demonstrate that the Vendor was selected through a competitive process or is otherwise providing a product or service at a fair and reasonable price.

- 4) Profit can only be paid by the CEC as the amounts on which it is based are invoiced and paid. Profit will NOT be advanced. Continuing the example from 2.d) above, assume SubX submits an invoice for \$5,000 (of its \$70,000) in costs on which profit is based, and the Recipient includes SubX's invoice as part of its invoice to the CEC. The Recipient can include in the invoice, and the CEC will pay, assuming other Agreement requirements are met, \$500 in profit on this particular invoice. Please realize that Retention (see Section 8.n. in these Terms) may reduce the CEC's overall payment on the invoice.
- 5) Budget changes may affect an Unrelated Company's profit. For example, funds moved from a Subrecipient's direct labor, a category counting towards the profit calculation, to a Sub-Subrecipient, a category that does not count towards the profit calculation, would reduce the allowable profit.

h. Penalties for Noncompliance

Without limiting the CEC's other remedies, failure to comply with the above requirements may result in the termination of this Agreement and repayment of any profit amounts in violation of these terms.

8. **PAYMENT OF FUNDS**

a. Definitions

For purposes of this Section 8, the following terms have the following meaning:

- "Advance Payment" means the CEC pays Recipient prior to the Recipient Incurring or Paying the expense.
- "Incurred Cost" means an expense for which the Recipient has become liable (legally obligated) to pay. Here are examples of incurred costs:
 - The Recipient's staff has completed work during the month but has not been paid by the Recipient. These labor and associated costs (e.g., fringe benefits) are considered Incurred Costs.
 - The Recipient has purchased a piece of equipment **and** received an invoice, bill, or receipt. The Recipient has not yet paid the invoice. The invoice shows the amount to be paid and confirmation of the sale. This is an Incurred Cost.
Incurred Costs for equipment DO NOT include purchase orders unless accompanied by an invoice, bill, or receipt that shows the payment amount due to the seller for the equipment.
- "Paid Cost" means an expense for which the Recipient has already made payment.

b. Advance Payments

Recipients can receive Advance Payments only for Subrecipients or any lower-tiered level of Sub-Subrecipient with the U.S. Department of Energy laboratories. Otherwise, Advance Payments are NOT allowed under this Agreement. The CEC in its sole discretion, and not the Recipient, decides if the CEC will make an Advance Payment.

c. Reimbursable Cost Requirements

In addition to any other requirements in this Agreement, the CEC is only obligated to reimburse the Recipient for Incurred and Paid Costs that are (1) incurred during the Agreement Term; (2) invoiced within the required timeframes of this Agreement; (3) made in accordance with the Agreement's Budget; and (4) actual and allowable expenses under this Agreement.

The only exception to the CEC paying actual expenses is rounding to the nearest cent. The Recipient, Subrecipient, and any lower-tiered level of Sub-Subrecipient shall round invoiced amounts to the nearest cent (\$0.01) using standard rounding, which is rounding down from \$0.000 through \$0.004, and rounding up for \$0.005 through \$0.009. Rounding cannot be used to exceed the amount in any Budget Category or exceed the total Agreement amount.

In Exhibit B, the Budget, the rates for Direct Labor and Fringe Benefits are treated as estimates and not capped rates. The Recipient, Subrecipient, and any lower-tiered level of Sub-Subrecipient can invoice at higher rates as long as it is only invoicing for actual expenditures it has made. However, the CEC will not pay more than the total amount in each Budget Category without an amendment, or for more than the total Agreement amount.

Please note that rates listed in Exhibit B, the Budget, are NOT "negotiated rates" that can be charged – documentation must be made available upon request to show that the rates charged reflect actual costs incurred.

This Exhibit C's terms allow the Recipient, Subrecipient, and any lower-tiered level of Sub-Subrecipient to receive reimbursement for actual Indirect Costs. A Recipient, Subrecipient, and any lower-tiered level of Sub-Subrecipient may choose among three options described below. However, the option selected cannot increase the Indirect Cost amount included in the application upon which the application was scored. Once the Recipient, Subrecipient, and any lower-tiered level of Sub-Subrecipient has received payment for Indirect Costs for one of the options, it cannot switch. It is locked into that option.

Option 1: De Minimis

The Recipient, Subrecipient, and any lower-tiered level of Sub-Subrecipient can elect to invoice and receive a de minimis amount at the set rate of 10% of the Modified Total Direct Costs (MTDC) for Indirect Costs. This cannot be combined with any other Indirect Rate option.

MTDC is defined for purposes of this Agreement as all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, rental costs, tuition remission, scholarships and fellowships, and the portion of each subaward in excess of \$25,000. This is the same definition used in federal grants. Keeping this the same as the federal definition should make it easy for entities that have both federal and CEC grants and elect this option.

Entities choosing this de minimis option for Indirect Costs will not have to provide backup documentation for the de minimis amount and will not be audited on it.

Option 2: Defense Contract Audit Agency (DCAA) or other Federally Approved Indirect Rate

A Recipient, Subrecipient, and any lower-tiered level of Sub-Subrecipient that has a federally approved indirect rate from DCAA or another Federal agency may use the approved indirect rate for this Agreement. A copy of the Federal agency's letter must be provided, and the letter, or the letter together with other supporting documentation, must allow the CEC to verify that the rates charged to the CEC are the federally-approved rates.

This rate will typically shift annually, and this shift is generally acceptable. This is the only Indirect Cost option that is not strictly subject to the maximum rate cap that typically applies to Indirect Costs. If the federal rate decreases from year to year, that will be a cost savings under this budget category. If the federal rate increases from year to year, this will require a budget reallocation. If the CEC, in its sole discretion, determines that a budget reallocation to accommodate an increased Indirect Rate would risk the ultimate success of this Agreement, or is otherwise not in its best interest, the CEC reserves, in addition to all of its other rights and remedies, the right to either propose a smaller increase that would not risk the ultimate success of the project, or refuse to increase the Indirect Rate. For any increase the CEC will not reimburse from CEC Funds, the entity can choose to charge the increase as Match Funds.

If this Option 2 is chosen, the entity will not be audited on this budget category.

Option 3: Indirect Costs based on Cost Allocation Plan

A Recipient, Subrecipient, and any lower-tiered level of Sub-Subrecipient may choose to budget for Indirect Costs based on the entity's cost allocation plan. The amount of Indirect Costs included in Exhibit B cannot be increased through a budget reallocation. If this option is selected, Indirect Costs are subject to audit, and the entity is required to provide backup documentation upon request proving the actual amount of their Indirect Costs.

d. Recipient's 14-Day Payment Requirement for Incurred Costs

The Recipient, Subrecipients, and all lower-tiered Subrecipients shall pay ALL Incurred Costs within 14 calendar days of receiving payment under this Agreement for the Incurred Costs. For example, if the Recipient invoices and then receives payment from the CEC on September 15 for an Incurred Cost of \$10,000, the Recipient shall pay the entire \$10,000 by September 29. This requirement is needed to prevent entities from creating long lead times for Incurred Costs (e.g., invoicing and receiving payment from the CEC but not paying for the Incurred Costs for weeks or months).

The Recipient shall only invoice the CEC, Subrecipients shall only invoice the Recipient (and so on for any lower-tiered level of Sub-Subrecipients), for Incurred Costs it will pay within 14 calendar days of receiving payment of CEC funds. For example, assume the Recipient has an Incurred Cost for a piece of equipment that costs \$300,000 and will pay in three installments of \$100,000 each over three months. The Recipient shall only invoice the Commission for \$100,000 each month. The Recipient shall not invoice for the entire \$300,000 and retain the balance over the three months.

For any Incurred Costs for which the Recipient, Subrecipient, and any lower-tiered level of Sub-Subrecipient has received CEC funds and does not pay within 14 calendar days, the entity shall on the very next business day after the 14 calendar days submit repayment of the unpaid amount back to the CEC. Repaid funds will be placed back into the Agreement and will be available to reimburse allowable costs in accordance with this Agreement. When making a repayment under this provision, the Recipient shall specify "Repayment of Unspent Funds under Agreement [Insert this Agreement #]." Recipient shall remit the repayment to:

California Energy Commission
Accounting Office
715 P Street, MS-2
Sacramento, CA 95814

This repayment requirement of the Recipient is in addition to any other rights the CEC can enforce relative to this Agreement. Recipient agrees and acknowledges that time is of the essence in paying Incurred Costs and submitting repayments and the CEC can treat the Recipient's breach of either requirement as a material breach. Recipient can contact the CAM for any questions about the logistics of making repayments.

e. Payment Requests

The Recipient may request payment from the CEC at any time during the term of this Agreement but no more frequently than monthly. The final payment request, including retention, MUST be received by the CEC no later than the Agreement end date.

Recipient agrees and acknowledges that time is of the essence in submitting the final payment request. The CEC has a limited period of time, set by law, in which it can reimburse funds under this Agreement. Without prejudice to the CEC's other rights, the Recipient risks not receiving any funds, and relieves the CEC of any duty and liability whatsoever to pay, for any payment requests received after the end of the Agreement.

No reimbursement for food or beverages shall be made other than allowable per diem charges.

All Recipient expenditures, reimbursable and match, must occur within the approved term of this Agreement.

f. Invoice Approval and Disputes:

Each request for payment is subject to the CAM's approval. Payments will be made to the Recipient for undisputed invoices. An undisputed invoice is an invoice submitted by the Recipient for work performed, for which project expenditures meet all Agreement conditions, and for which additional evidence is not required to determine its validity.

The invoice will be disputed if the invoice is inaccurate or if it does not comply with the terms of this Agreement. If the invoice is disputed, the Recipient will be notified in writing.

g. Recipient's headquarters:

For purposes of payment, the Recipient's headquarters is the location of the Recipient's office where the majority of its employees assigned responsibilities for this Agreement are permanently assigned.

h. Multiple Non-Energy Commission Funding Sources:

No payment will be made for costs identified in Recipient, Subrecipient, and any lower-tiered level of Sub-Subrecipient invoices that have been or will be reimbursed by another source, including but not limited to an agreement with another government entity.

"Government Entity" means: (1) a state governmental agency; (2) a state college or university; (3) a local government entity or agency, including those created as a Joint Powers Authority; (4) an auxiliary organization of the California State University or a California community college; (5) the federal government; (6) a foundation organized to support the Board of Governors of the California Community Colleges; and (7) an auxiliary organization of the Student Aid Commission established under California Education Code Section 69522.

i. Reduced funding:

If the CEC does not receive sufficient funds under the Budget Act or from the investor-owned utility administrators of the EPIC program to fully fund the work identified in Exhibit A (Scope of Work), the following will occur:

- 1) If the Energy Commission has received a reduced amount of funds for the work, it may: (1) offer an Agreement amendment to the Recipient to reflect the reduced amount; or (2) cancel this Agreement (with no liability occurring to the State).
- 2) If the Energy Commission has received no funds for the work identified in Exhibit A: (1) this Agreement will be of no force and effect; (2) the State will have no obligation to pay any funds to the Recipient; and (3) the Recipient will have no obligation to perform any work under this Agreement.

j. Allowability of Costs

1) Allowable Costs

The costs for which the Recipient will be reimbursed under this Agreement include all actual costs, direct and indirect, incurred in the performance of the work identified in the Scope of Work. Costs must be incurred within the Agreement term. Factors to be considered in determining whether an individual item of cost is allowable include: (i) reasonableness of the item, including necessity of the item for the work; (ii) applicable federal cost principles or acquisition regulations incorporated by reference in Section 2 of this Agreement; and (iii) the terms and conditions and any other requirements of this Agreement.

2) Unallowable Costs

Recipient shall not invoice or obtain from the CEC any profit for itself under this Agreement. This Agreement is a grant for the Recipient's project. This is not a services contract to the state. The Recipient is already receiving the benefit of the grant funds. The CEC shall not pay profit to the Recipient on top of the benefit it is receiving from the grant funds in this Agreement. Some Subrecipients and Sub-Subrecipients may be able to receive up to 10% profit (please refer to section 7.g. in these terms).

Below are examples of other unallowable costs. Details concerning the allowability of costs are available from the CEC's Accounting Office.

- a) Contingency costs;
- b) Imputed costs (e.g., cost of money);
- c) Fines and penalties;
- d) Losses;

- e) Excess profit taxes; and
- f) Unapproved, increased rates and fees for this Agreement.

3) Except as provided for in this Agreement or applicable California law or regulations, the Recipient will use the federal cost principles and/or acquisition regulations incorporated by reference in Section 2 of this Agreement when determining allowable and unallowable costs. In the event of a conflict, this Agreement takes precedence over the federal cost principles and/or acquisition regulations.

k. Payment Request Format

The Recipient, and any Subrecipients or lower-tiered level of Sub-Subrecipient with a total budget of \$100,000 or more, shall use the Invoice Template and any further modifications to it, provided by the CAM. The CAM can change the Invoice Template without amending this Agreement.

Please submit invoices electronically per the instructions included in the document entitled "Procedures for Submitting and Reviewing Grant Invoices Electronically" available at <https://www.energy.ca.gov/media/4469>.

Recipient shall provide documentation showing the Recipient's payment of Incurred Costs as soon as possible and not later than three working days from a request from CEC personnel.

l. Certification

The Recipient, and any Subrecipients or lower-tiered level of Sub-Subrecipient with a total budget of \$100,000 or more shall include and sign the certification provided by the CAM in the Invoice Template. The CAM can change this certification without amending this Agreement.

m. Retention

The CEC shall retain 10 percent of any payment request or 10 percent of the total CEC award at the end of the Agreement. The CEC has the sole discretion to decide which of these methods of retention will be used in this Agreement. The Recipient must submit a completed payment request requesting release of the retention within the required timeframe (see part e. "Payment Requests" above in this term). The Commission Agreement Manager will review the project file and, when satisfied that the terms of the funding Agreement have been fulfilled, will authorize release of the retention.

Retention may be released upon completion of tasks that are considered separate and distinct (i.e., the task is a stand-alone piece of work and could be completed without the other tasks). Tasks for administration or management of the Agreement and/or subcontractors are not considered

separate and distinct tasks. The tasks for which retention may be released prior to the end of the Agreement must be identified in Exhibit B (budget) or elsewhere in this Agreement.

When the CEC withholds 10% retention from each invoice, the Recipient can choose to flow down the retention requirement to its Subrecipients subject to the following restrictions and any other requirements in this Agreement:

- The Recipient shall not flow down retention requirements to U.S. Department of Energy national laboratory Subrecipients.
- The retention flowed down to Subrecipients can only be up to a total of 10% of the amount of CEC funds the Subrecipient is to receive. The Recipient is responsible for carrying the retention for its funded portion of the entire Agreement and cannot pass its share of retention to Subrecipients or Vendors.
- Here are three examples:
 - i. A Subrecipient submits an invoice for \$100,000 to the Recipient, and the Recipient in turn submits it to the CEC. The CEC will only pay \$90,000 of the invoice and the Recipient can elect to pay only \$90,000 to the Subrecipient.
 - ii. The Subrecipient is the U.S. Department of Energy national laboratory and it submits an advance request for \$100,000 to the Recipient, including any other documents required in the CEC's U.S. Department of Energy Terms and Conditions. The Recipient in turn submits the advance requests to the CEC for payment. The CEC will pay the full amount of the advance requests to the Recipient and the Recipient must pay the full amount to the U.S. Department of Energy.
 - iii. The Recipient's submits an invoice for its own staff in the amount of \$20,000. The CEC will only pay \$18,000 to the Recipient, and the Recipient cannot withhold the \$2,000 difference from Subrecipients or Vendor reimbursements.

These requirements apply to all levels of Subrecipients (e.g., any lower-tiered level of Sub-Subrecipients).

9. TRAVEL AND PER DIEM

- a. Travel not listed in Exhibit B, the Budget, can be added without an amendment via CAM approval. CAM approval can come in one of two forms: written authorization from the CAM prior to the trip being taken, or through the invoice review. Outside of a budget reallocation, additional travel requests are submitted using the CEC's [Travel Form](#). Any travel taken that is not listed in Exhibit B, the Budget, or not pre-approved by the CAM in writing, is at the financial risk of the Recipient, Subrecipient, and any lower-tiered level of Sub-Subrecipient taking the trip. Please note that

the Recipient, Subrecipient, and any lower-tiered level of Sub-Subrecipient cannot invoice and be paid for more than the total amount in the Travel Budget Category without an amendment, or for more than the total Agreement amount.

- b. No reimbursement for food or beverages will be made other than for allowable per diem charges.
- c. The Recipient will be reimbursed for authorized travel and per diem up to, but not to exceed, the rates listed on the ECAMS Resources webpage. Because the rates on the ECAMS Resources webpage can change over time, Recipient, Subrecipient, and any lower-tiered level of Sub-Subrecipient will be allowed to be reimbursed for the rates in the Grant Manual when the trip expenses become an Incurred Cost. The CEC shall notify the Recipient in writing by way of the Active Agreements listserve if the travel rates in the Grant Manual change. Please sign up for the Active Agreements listserve to stay informed of all updates.

d. Lodging

The Recipient, Subrecipient, and any lower-tiered level of Sub-Subrecipient can invoice at standard room rates. The CEC will not reimburse for luxury accommodations.

e. Airfare

The Recipient, Subrecipient, and any lower-tiered level of Sub-Subrecipient can invoice at coach rates on commercial flights. The CEC will not pay for upgrades on flights.

f. Rental Car

The Recipient, Subrecipient, and any lower-tiered level of Sub-Subrecipient can invoice for vehicles appropriate for the purpose of the travel. The CEC will not reimburse expenses for luxury vehicles.

g. Bus/Train

The Recipient, Subrecipient, and any lower-tiered level of Sub-Subrecipient can invoice for standard coach rates. The CEC will not reimburse for upgrades.

h. Per Diem

Per diem is allowable for actual costs incurred up to the total daily maximum for the following combined expenses:

- Meals
- Incidentals (i.e., tips for hotel staff and taxi/ride share drivers)

- Parking
- Tolls
- Taxi/ride share

The CEC will not reimburse any expenses under this Agreement for alcoholic beverages. In addition, the daily per diem is for the individual expenses of those traveling and working on the Agreement only. It cannot be used to pay expenses of others (e.g., it cannot be used to buy a meal for someone else).

10. **PREVAILING WAGE**

a. Requirement

Projects funded by the Energy Commission often involve construction, alteration, demolition, installation, repair, or maintenance work over \$1,000. Such projects might be considered “public works” under the California Labor Code (See California Labor Code Section 1720 et seq. and Title 8 California Code of Regulations, Section 16000 et seq.). Public works projects require the payment of prevailing wages. Prevailing wage rates can be significantly higher than non-prevailing wage rates.

b. Determination of Project’s Status

Only the California Department of Industrial Relations (DIR) and courts of competent jurisdiction may issue legally binding determinations that a particular project is or is not a public work. If the Recipient is unsure whether the project funded by the Agreement is a “public work” as defined in the California Labor Code, it may wish to seek a timely determination from DIR or an appropriate court. As such processes can be time consuming, it may not be possible to obtain a timely determination before the date for performance of the Agreement.

By accepting this grant, the Recipient is fully responsible for complying with all California public works requirements, including but not limited to payment of prevailing wage. As a material term of this grant, the Recipient must either:

- 1) Timely obtain a legally binding determination from DIR or a court of competent jurisdiction before work begins on the project that the proposed project is not a public work; or
- 2) Assume that the project is a public work and ensure that:
 - Prevailing wages are paid unless and until DIR or a court of competent jurisdiction determines that the project is not a public work;
 - The project budget for labor reflects these prevailing wage requirements; and

- The project complies with all other requirements of prevailing wage law, including but not limited to keeping accurate payroll records and complying with all working hour requirements and apprenticeship obligations.

California Prevailing Wage law provides for substantial damages and financial penalties for failure to pay prevailing wages when such payment is required.

c. Subrecipient and Vendor Flow-down Requirements

The Recipient will ensure that its Subrecipients, any lower-tiered level of Sub-Subrecipients, and Vendors also comply with the public works/prevailing wage requirements above. As applicable, the Recipient will ensure that all agreements with its Subrecipients and Vendors to perform work related to this Project contain the above terms regarding payment of prevailing wages on public works projects, and also as applicable that Subrecipients and Vendors also contain these terms. The Recipient is responsible for any failure of its Subrecipients, any lower-tiered level of Sub-Subrecipients, and Vendors to comply with California prevailing wage and public works laws.

d. Indemnification and Breach

Any failure of the Recipient or its Subrecipients, any lower-tiered level of Sub-Subrecipients, and Vendors to comply with the above requirements will constitute breach of this Agreement which excuses the CEC's performance of this Agreement at the CEC's option, and will be at the Recipient's sole risk. In such a case, the CEC will refuse payment to the Recipient of any amount under this award and the CEC will be released, at its option, from any further performance of this Agreement or any portion thereof. The Recipient will indemnify the CEC and hold it harmless for any and all financial consequences arising out of or resulting from the failure of the Recipient and/or any of its subcontractors to pay prevailing wages or to otherwise comply with the requirements of prevailing wage law.

e. Budget

The Recipient's budget on public works projects must indicate which job classifications are subject to prevailing wage. For detailed information about prevailing wage and the process to determine if the proposed project is a public work, the Recipient may wish to contact DIR or a qualified labor attorney for guidance.

f. Covered Trades

For public works projects, the Recipient may contact DIR for a list of covered trades and the applicable prevailing wage.

g. Questions

If the Recipient has any questions about this contractual requirement or the wage, record keeping, apprenticeship, or other significant requirements of California prevailing wage law, the Recipient should consult DIR and/or a qualified labor attorney before entering into this Agreement.

h. Certification

The Recipient will certify to the CEC on each payment request form either that: (a) prevailing wages were paid to eligible workers who provided labor for work covered by the payment request and the Recipient and all contractors and subcontractors otherwise complied with all California prevailing wage laws; or (b) the project is not a public work requiring the payment of prevailing wages. In the latter case, the Recipient will provide competent proof of a DIR or court determination that the project is not a public work requiring the payment of prevailing wages.

Prior to the release of any retained funds under this Agreement, the Recipient will submit to the CEC the above-described certificate signed by the Recipient and all Subrecipients, any lower-tiered level of Sub-Subrecipients, and Vendors performing public works activities on the project. Absent this certificate, the Recipient will have no right to any funds under this Agreement, and CEC will be relieved of any obligation to pay any funds.

11. RECORDKEEPING, COST ACCOUNTING, AND AUDITING

a. Cost Accounting

The Recipient will keep separate, complete, and correct accounting of the costs involved in completing the project and any match-funded portion of the project. The CEC or its agent will have the right to examine the Recipient's books of accounts at all reasonable times, to the extent necessary to verify the accuracy of the Recipient's reports.

b. Accounting Procedures

The Recipient's costs will be determined on the basis of its accounting system procedures and practices employed as of the effective date of this Agreement, provided that the Recipient uses generally accepted accounting principles and cost reimbursement practices. The Recipient's cost accounting practices used in accumulating and reporting costs during the performance of this Agreement will be consistent with the practices used in estimating costs for any proposal to which this Agreement relates; provided that such practices are consistent with the other terms of this Agreement and that such costs may be accumulated and reported in greater detail during performance of this Agreement.

The Recipient's accounting system will distinguish between direct and indirect costs. All costs incurred for the same purpose, in like circumstances, are either direct costs only or indirect costs only with respect to costs incurred under this Agreement.

c. Audit Rights

The Recipient will maintain books, records, documents, and other evidence, based on the procedures set forth above, sufficient to reflect properly all costs claimed to have been incurred in the performance of this Agreement. The CEC, another state agency, and/or a public accounting firm designated by the CEC may audit the Recipient's accounting records at all reasonable times, with prior notice by the CEC.

It is the intent of the parties that the audits will ordinarily be performed not more frequently than once every twelve (12) months during the performance of the work and once at any time within three (3) years after payment by the CEC of the Recipient's final invoice. However, performance of any such interim audits by the CEC does not preclude further audit. The CEC may audit books, records, documents, and other evidence relevant to the Recipient's royalty payment obligations (see Section 21) for a period of ten (10) years after payment of the Recipient's final invoice.

The Recipient will allow the auditor(s) to access such records during normal business hours and will allow interviews of any employees who might reasonably have information related to such records. The Recipient will include a similar right of the state to audit records and interview staff in any subcontract related to the performance of this Agreement.

d. Refund to the Energy Commission

If the CEC determines that any invoiced and paid amounts exceed the actual allowable incurred costs, the Recipient will repay the amounts to the CEC within thirty (30) days of request or as otherwise agreed by the CEC and the Recipient. If the CEC does not receive such repayments, it will be entitled to take actions such as withholding further payments to the Recipient and seeking repayment from the Recipient.

e. Audit Cost

The Recipient will bear its cost of participating in any audit (e.g., mailing or travel expenses). The CEC will bear the cost of conducting the audit unless the audit reveals an error detrimental to the CEC that exceeds more than ten percent (10%) or \$5,000 (whichever is greater) of: (1) the amount audited; or (2) if a royalty audit, the total royalties due in the period audited. The Recipient will pay the refund as specified in subsection (d),

and will reimburse the CEC for reasonable costs and expenses incurred by the CEC in conducting the audit.

f. Match or Cost Share

If the budget includes a match share requirement, the Recipient's commitment of resources, as described in this Agreement, is a required expenditure for receipt of CEC funds. The funds will be released only if the required match percentages are expended concurrently or in advance of the CEC funds. The Commission Agreement Manager, in writing and with supervisor approval, can authorize a Recipient to spend CEC funds in advance of Match Funds pursuant to a Match Fund Spending Plan. The Plan must estimate how Match funds and CEC funds will be spent over each quarter and briefly explain why it is not practical to spend Match Funds concurrent with CEC funds. While this term allows flexibility, the Recipient agrees to spend the agreed match as soon as practical during the Agreement in order to resume proportionality between CEC funds and Match funds spent. The Recipient must maintain accounting records detailing the expenditure of the match (actual cash and in-kind, non-cash services), and report on match share expenditures on its request for payment.

12. WORKERS' COMPENSATION INSURANCE

- a. The Recipient warrants that it carries Worker's Compensation Insurance for all of its employees who will be engaged in the performance of this Agreement and agrees to furnish to the CAM satisfactory evidence of this insurance upon the CAM's request.
- b. If the Recipient is self-insured for worker's compensation, it warrants that the self-insurance is permissible under the laws of the State of California and agrees to furnish to the CAM satisfactory evidence of the insurance upon the CAM's request.

13. PERMITS AND CLEARANCES

The Recipient is responsible for ensuring that all necessary permits and environmental documents are prepared and that clearances are obtained from the appropriate agencies.

14. EQUIPMENT

As between the Recipient and CEC, title to equipment acquired by the Recipient with grant funds will vest in the Recipient. The Recipient may use the equipment in the project or program for which it was acquired as long as needed, regardless of whether the project or program continues to be supported by grant funds. However, the Recipient may not sell, lease, encumber the property (i.e., place a legal burden on the property such as a lien), or even transfer possession of it during the Agreement term without the CAM's prior written approval.

The Recipient may refer to the applicable federal regulations incorporated by reference in this Agreement for guidance regarding additional equipment requirements.

15. STOP WORK

CEC staff may, at any time by written notice to the Recipient, require the Recipient to stop all or any part of the work tasks in this Agreement. Stop work orders may be issued for reasons such as a project exceeding budget, noncompliance with the standard of performance, out of scope work, project delays, and misrepresentations.

- a. Compliance. Upon receipt of a stop work order, the Recipient must immediately take all necessary steps to comply with the order and to stop the incurrence of costs allocable to the CEC.
- b. Canceling a Stop Work Order. The Recipient may resume the work only upon receipt of written instructions from CEC staff.

16. TERMINATION

a. Purpose

Because the CEC is a state entity and provides funding on behalf of all California ratepayers, it must be able to terminate the Agreement upon the default of the Recipient and to proceed with the work required under the Agreement in any manner it deems proper. The Recipient agrees that upon any of the events triggering the termination of the Agreement by the CEC, the CEC has the right to terminate the Agreement, and it would constitute bad faith of the Recipient to interfere with the immediate termination of the Agreement by the CEC.

b. With Cause

The CEC may, for cause, terminate this Agreement upon giving five (5) calendar days advance written notice to the Recipient. In this event, the Recipient will use all reasonable efforts to mitigate its expenses and obligations. The Recipient will relinquish possession of equipment purchased for this Agreement with CEC funds to the CEC, or the Recipient may purchase the equipment as provided by the terms of this Agreement or otherwise by the CEC, with approval of the CEC. The term "for cause" includes but is not limited to the following:

- Partial or complete loss of match funds;
- Reorganization to a business entity unsatisfactory to the Energy Commission;
- Retention or hiring of Subrecipients or Vendors, or replacement or addition of personnel, that fail to perform to the standards and requirements of this Agreement;

- The Recipient's inability to pay its debts as they become due and/or the Recipient's default of an obligation that impacts its ability to perform under this Agreement; or
- Significant change in state or CEC policy such that the work or product being funded would not be supported by the Commission.

c. Without Cause

The CEC may terminate this Agreement without cause upon giving thirty (30) days advance written notice to the Recipient. In this event, the Recipient will use all reasonable efforts to mitigate its expenses and obligations.

17. INDEMNIFICATION

To the extent allowed under California law, the Recipient will indemnify, defend, and hold harmless the state (including the CEC) and state officers, agents, and employees from any and all claims and losses in connection with the performance of this Agreement.

18. CONFIDENTIALITY

a. Identification of Confidential Information

- 1) Prior to the effective date of this Agreement, the Recipient will identify all products (or information contained within products) that it considers to be confidential, in addition to the legal basis for confidentiality, in Attachment 1 to this Exhibit. If the CEC agrees that the information is confidential, it will not disclose it except as provided in subsection (b).
- 2) During the Agreement, if the Recipient develops additional products (or information contained within products) not originally anticipated as confidential, it will follow the procedures for a request for designation of confidential information specified in Title 20 California Code of Regulations (CCR) Section 2505.

The CEC's Executive Director will make the confidentiality determination. Such subsequent determinations may be added to the list of confidential deliverables in the Attachment 1 to this Exhibit. The CEC will not disclose information subject to an application for confidential designation except as provided in subsection (b).

- 3) When submitting products containing confidential information, the Recipient will mark each page of any document containing confidential information as "confidential" and present it in a sealed package to the Contracts, Grants, and Loans Office.

The CAM may require the Recipient to submit a non-confidential version of the product, if it is feasible to separate the confidential information from the non-confidential information. The Recipient is not required to submit such products in a sealed package.

b. Disclosure of Confidential Information

The CEC will only disclose confidential information under the circumstances specified in Title 20 CCR Sections 2506, 2507, and 2508. All confidential information that is legally disclosed by the Recipient or any other entity will become a public record and will no longer be subject to the CEC's confidentiality designation.

c. Waiver of Consequential Damages

In no event will the CEC, the California Public Utilities Commission, or the state of California be liable for any special, incidental, or consequential damages based on breach of warranty, breach of contract, negligence, strict tort, or any other legal theory for the disclosure of the Recipient's confidential information, even if the CEC has been advised of the possibility of such damages.

Damages that the CEC, the California Public Utilities Commission, and the state of California will not be responsible for include but are not limited to: lost profit; lost savings or revenue; lost goodwill; lost use of the product or any associated equipment; cost of capital; cost of any substitute equipment, facilities, or services; downtime; the claims of third parties including customers; and injury to property.

d. Limitations on the Disclosure of Products

- 1) During the Agreement, the Recipient, Subrecipients, any lower-tiered level of Sub-Subrecipients, and Vendors must receive written approval from the CAM prior to disclosing the contents of any draft product to a third party. However, if the CEC makes a public statement about the content of any product provided by the Recipient and the Recipient believes the statement is incorrect, the Recipient may state publicly what it believes is correct.
- 2) Except as provided in Title 20 CCR Sections 2506, 2507, and 2508, the Recipient may not disclose any information provided to it by the CEC for the performance of this Agreement if the information has been designated as confidential or is the subject of a pending application for confidential designation. At the election of the CAM, the Recipient, its employees, and its subcontractors must execute a confidentiality agreement provided by the CAM.
- 3) The Recipient will ensure that each of its officers, employees, and subcontractors who are involved in the performance of this

Agreement are informed about these disclosure limitations and will abide by them.

19. **PRE-EXISTING AND INDEPENDENTLY FUNDED INTELLECTUAL PROPERTY**

a. Ownership

The CEC makes no ownership, license, or royalty claims to pre-existing intellectual property, independently funded intellectual property, or project-relevant pre-existing or independently funded intellectual property.

“Ownership” means exclusive possession and control of all rights to property, including the right to use and transfer property. Intellectual property licenses and royalties are discussed in Sections 20 and 21.

- 1) **“Pre-existing intellectual property”** means: (a) inventions, technologies, designs, drawings, data, software, formulas, compositions, processes, techniques, works of authorship, trademarks, service marks, and logos that the Recipient, Subrecipients, any lower-tiered level of Sub-Subrecipients, Vendors, or a third party owned or possessed prior to the effective date of this Agreement and that have not been developed, altered, or reduced to practice with CEC or match funds; and (b) associated proprietary rights to these items that are obtained without CEC or match funds, such as patent and copyright.
- 2) **“Independently funded intellectual property”** means: (a) inventions, technologies, designs, drawings, data, software, formulas, compositions, processes, techniques, works of authorship, trademarks, service marks, and logos that are created, conceived, discovered, made, developed, altered, or reduced to practice by the Recipient Subrecipients, any lower-tiered level of Sub-Subrecipients, Vendors, or a third party during or after the Agreement term without CEC or match funds; and (b) associated proprietary rights to these items that are obtained without CEC or match funds, such as patent and copyright.

“Works of authorship” does not include written products created for Agreement reporting and management purposes, such as reports, summaries, lists, letters, agendas, schedules, and invoices. The CEC owns such products regardless of their funding source.

- 3) **“Project-relevant pre-existing intellectual property” and “project-relevant independently funded intellectual property”** mean pre-existing and independently funded intellectual property used to support a premise, postulate, or conclusion referred to or expressed in any product under this Agreement.

b. Project-Relevant Pre-Existing and Independently Funded Intellectual Property

a. Identification of Property

- a) The Recipient will identify all project-relevant pre-existing intellectual property in Attachment 1 to this Exhibit prior to the effective date of the Agreement, or within sixty (60) days of becoming aware that the property has been or will be used to support a premise, postulate, or conclusion referred to or expressed in any product under this Agreement. Attachment 1 may be amended (see the “Amendments” section).
- b) The Recipient will identify all project-relevant independently funded intellectual property and the source of funding for the property in Attachment 1 to this Exhibit within sixty (60) days of becoming aware that the property has been or will be used to support a premise, postulate, or conclusion referred to or expressed in any product under this Agreement.
- c) Failure to identify project-relevant pre-existing or independently funded intellectual property in Attachment 1 to this Exhibit may result in the property’s designation as “intellectual property” that is subject to licenses and royalties, as described in Sections 20 and 21.

2) Access to Property

The extent of CEC and California Public Utilities Commission access to project-relevant pre-existing and independently funded intellectual property is limited to that reasonably necessary to: (a) demonstrate the validity of any premise, postulate, or conclusion referred to or expressed in any product; or (b) establish a baseline for repayment purposes.

Upon the CAM’s request, the Recipient will provide the CAM and any reviewers designated by the CEC or the California Public Utilities Commission with access to review the Recipient’s project-relevant pre-existing and independently funded intellectual property. If the property has been designated as confidential as specified in Section 18, the CEC will only disclose it under the circumstances specified in Title 20 CCR Sections 2506, 2507, and 2508.

3) Preservation of Property

The Recipient will preserve any project-relevant pre-existing or independently funded intellectual property at its own expense for at least ten (10) years from the Agreement’s end date unless the Recipient agrees to a longer retention period.

The CEC and the California Public Utilities Commission will have reasonable access to the project-relevant pre-existing or independently funded property throughout the retention period.

20. INTELLECTUAL PROPERTY

a. Ownership

- 1) The Recipient owns all intellectual property, subject to the licenses described in subsection b.

“Intellectual property” means: (a) inventions, technologies, designs, drawings, data, software, formulas, compositions, processes, techniques, works of authorship, trademarks, service marks, and logos that are created, conceived, discovered, made, developed, altered, or reduced to practice with Agreement or match funds during or after the Agreement term; (b) any associated proprietary rights to these items, such as patent and copyright; and (c) any upgrades or revisions to these items.

“Works of authorship” does not include written products created for Agreement reporting and management purposes, such as reports, summaries, lists, letters, agendas, schedules, and invoices.

- 2) The CEC owns all products identified in the Scope of Work, with the exception of products that fall within the definition of “intellectual property.”

“Product” means any tangible item specified for delivery to the CEC in the Scope of Work.

b. Intellectual Property Licenses

- 1) Both the CEC and the California Public Utilities Commission have a no-cost, non-exclusive, transferable, irrevocable, royalty-free, worldwide, perpetual license to use, publish, translate, modify, and reproduce intellectual property for governmental purposes. The licenses are transferable only to load-serving entities for the purpose described below.
- 2) Under limited circumstances, both the CEC and the California Public Utilities Commission may grant load-serving entities a no-cost, non-exclusive, transferable, irrevocable, royalty-free, worldwide, perpetual license to use, publish, translate, modify, and reproduce intellectual property to enhance the entities’ service to EPIC ratepayers. **The intellectual property that may be licensed to load-serving entities is limited to analytical tools and models that can be used to inform distribution planning and decision-making that benefits electric ratepayers.**

“Load-serving entity” means a company or other organization that provides electricity to EPIC ratepayers.

The licenses are transferable to third parties only for the purpose of facilitating the load-serving entity's enhancement of service to EPIC ratepayers. Load-serving entities must obtain prior written approval from the CEC or California Public Utilities Commission (whichever agency granted the load-serving entity the license) in order to transfer the license to a third party.

- 3) The Recipient has a non-exclusive, non-transferable, irrevocable, worldwide, perpetual license to use, publish, translate, modify, and reproduce written products created for Agreement reporting and management purposes, such as reports and summaries.
- 4) If any intellectual property that is subject to the licenses above has been designated as confidential as specified in Section 18, all license holders will only disclose the intellectual property under the circumstances specified in Title 20 CCR Sections 2506, 2507, and 2508.

All license holders will ensure that their officers, employees, and subcontractors who have access to the intellectual property are informed of and abide by the disclosure limitations in Section 18.

c. Energy Commission's Rights to Inventions

"Invention" means intellectual property that is patentable.

1) March-In Rights

At the CEC's request, the Recipient will forfeit and assign to the CEC all rights to any invention (with the exception of U.S. Department of Energy reserved rights) if the Recipient or assignee has not taken, or is not expected to take within a reasonable time, effective steps to achieve practical application of the invention. The CEC will have the unfettered right to use and/or dispose of the rights in whatever manner it deems most suitable to help transfer the invention into the marketplace, including but not limited to seeking patent protection or licensing the invention.

2) Notice of Patent

If any patent is issued for an invention, the Recipient will send the CAM written notice of the issuance within three (3) months of the issuance date. The notice must include the patent title, issuance number, and a general description of the invention.

3) Legal Notice

The Recipient and all persons and/or entities obtaining an ownership interest in patentable intellectual property must include the following statement within the specification of any United States patent application, and any subsequently issued patent for the invention:

“This invention was made with State of California support under California Energy Commission grant number EPC-18-022. The Energy Commission has certain rights to this invention.”

b. Access to and Preservation of Intellectual Property

1) Access to Intellectual Property

Upon the CAM’s request, the Recipient will provide the CAM and any individuals designated by the CEC or the California Public Utilities Commission with access to the Recipient’s intellectual property in order to exercise the license and march-in rights described above, and to determine any royalty payments due under the Agreement.

2) Preservation of Intellectual Property

The Recipient will preserve intellectual property at its own expense for at least ten (10) years from the Agreement’s end date, unless the Recipient agrees to a longer retention period.

c. Intellectual Property Indemnity

The Recipient may not, in supplying work under this Agreement, knowingly infringe or misappropriate any intellectual property right of a third party and will take reasonable actions to avoid infringement.

The Recipient will defend and indemnify the CEC and the California Public Utilities Commission from and against any claim, lawsuit, or other proceeding, loss, cost, liability, or expense (including court costs and reasonable fees of attorneys and other professionals) to the extent arising out of: (i) any third party claim that a product infringes any patent, copyright, trade secret, or other intellectual property right of any third party; or (ii) any third party claim arising out of the negligent or other tortious acts or omissions by the Recipient or its employees, subcontractors, or agents in connection with or related to the products or the Recipient’s performance under this Agreement.

21. **ROYALTY PAYMENTS TO THE COMMISSION**

“Sale,” “sales,” and **“sold”** mean the sale, license, lease, or other transfer of intellectual property. **Sales Price** means the price at which intellectual property is sold, excluding sales tax.

- a. The Recipient, Subrecipients, any lower-tiered level of Sub-Subrecipients, and Vendors will pay the Energy Commission a royalty of one and one-half percent (1.5%) of the sales price of all sales for which the entity receives a payment, beginning on the Agreement's effective date and extending for ten (10) years from the Agreement's end date.
- b. The Recipient, Subrecipients, any lower-tiered level of Sub-Subrecipients, and Vendors will make payments in annual installments due on the first day of March in the calendar year immediately following the year during which the Recipient received any payment for sales.
- c. The Recipient, Subrecipients, any lower-tiered level of Sub-Subrecipients, and Vendors is not required to make a royalty payment for any calendar year in which payments for sales are less than \$1000. Total royalty payments will be limited to three (3) times the **total** amount of funds paid by the CEC under the Agreement (and not the amount of CEC funds received by the entity). For example, if the CEC has paid \$1 million total under the Agreement, but a Subrecipient has only received \$200,000 of the CEC funds and owes royalties, the royalty payments are capped at \$3 million, and not \$600,000.
- d. If intellectual property was developed in part with match funds during the Agreement term, the royalty payment owed by the Recipient, Subrecipients, any lower-tiered level of Sub-Subrecipients, and Vendors will be reduced in accordance with the percentage of intellectual property development activities that were funded with match funds that the entity itself provided. For example, if 10% of the development activities were funded by the Recipient with match funds during the Agreement and the Recipient's payments for sales totaled \$100,000 in one year, the Recipient would owe the Energy Commission \$1,350 for the year (1.5% of \$100,000 = \$1,500; 10% of \$1,500 = \$150; \$1,500 - \$150 = \$1,350).

If the CEC is providing funds to the Recipient under this Agreement as a project match partner and CEC funds are used in part to develop intellectual property, the royalty payments will be reduced in accordance with the percentage of intellectual property development activities that were funded with non-CEC funds during the Agreement term. For example, if 80% of the development activities were funded with Recipient and/or third-party funds during the Agreement and payments for sales totaled \$100,000 in one year, the Recipient would owe the CEC \$300 for the year (1.5% of \$100,000 = \$1,500; 80% of \$1,500 = \$1,200; \$1,500 - \$1200 = \$300).

- e. The Recipient, Subrecipients, any lower-tiered level of Sub-Subrecipients, and Vendors may make an early buyout payment to the Energy Commission without a pre-payment penalty, as an alternative to making annual royalty payments for ten (10) years following the Agreement's end date. The payment must be in a lump sum amount equal to one and a half (1.5) times the amount of total funds paid by the CEC under the entire Agreement and made within five (5) years of the Agreement's end date. The payment amount due under the early buyout option will not be reduced by the percentage of match funds as described above. It is also not reduced because a Subrecipient, any lower-tiered level of Sub-Subrecipient, or Vendor that owes royalties received less than the total CEC funds paid out under the agreement. For example, if a Subrecipient only received 25% of the total CEC funds paid out (because the rest went to the Recipient or other Subrecipients, this early buyout 1.5 times is based on the total CEC funds paid under the Agreement and not the lower, 25% received by the Subrecipient.
- f. The Recipient, Subrecipients, any lower-tiered level of Sub-Subrecipients, and Vendors may not make any sale, transfer, license, or any other conveyance or even allowed use, of intellectual property except than fair market value. Such activity constitutes breach of this Agreement, and will obligate the Recipient, Subrecipients, any lower-tiered level of Sub-Subrecipients, and Vendors to repay within sixty (60) days the early buyout amount due. In the event of breach, the CEC may exercise all rights and remedies available to it under law and at equity.
- g. Royalty payments not made within fifteen (15) days of the due date will constitute breach of this Agreement. The payments will become debt obligations of the Recipient, Subrecipients, any lower-tiered level of Sub-Subrecipients, and Vendors to the CEC, due upon demand and bearing interest at the maximum interest rate allowed by law.
- h. The Recipient will maintain separate accounts within its financial and other records for the purpose of tracking components of sales and royalties due to the CEC under this Agreement.
- i. Payments to the CEC are subject to audit as provided for under the Recordkeeping, Cost Accounting, and Auditing section.
- j. The Recipient shall include these royalty provisions in its agreements with all Subrecipients and Vendors and ensure they in turn include them in their agreements with all lower-tiered level of Sub-Subrecipients and Vendors, who develop or assist with the development of intellectual property.

22. GENERAL PROVISIONS

a. Governing Law

This Agreement is governed by the laws of the State of California as to interpretation and performance.

b. Independent Capacity

In the performance of this Agreement, the Recipient and its agents, Subrecipients, any lower-tiered level of Sub-Subrecipients, and Vendors, and their respective employees will act in an independent capacity and not as officers, employees, or agents of the CEC or the State of California.

c. Assignment

This Agreement is not assignable or transferable by the Recipient either in whole or in part without the consent of the CEC in the form of an amendment.

d. Timeliness

Time is of the essence in this Agreement.

e. Severability

If any provision of this Agreement is unenforceable or held to be unenforceable, all other provisions of this Agreement will remain in full force and effect.

f. Waiver

No waiver of any breach of this Agreement constitutes waiver of any other breach. All remedies in this Agreement will be taken and construed as cumulative, meaning in addition to every other remedy provided in the Agreement or by law.

g. Assurances

The CEC reserves the right to seek further written assurances from the Recipient and its team that the work under this Agreement will be performed in accordance with the terms of the Agreement.

h. Change in Business

- 1) The Recipient will promptly notify the Energy Commission of the occurrence of any of the following:
 - a) A change of address.
 - b) A change in business name or ownership.
 - c) The existence of any litigation or other legal proceeding affecting the project or Agreement.
 - d) The occurrence of any casualty or other loss to project personnel, equipment, or third parties.
 - e) Receipt of notice of any claim or potential claim against the Recipient, Subrecipients, any lower-tiered level of Sub-Subrecipients, and Vendors for patent, copyright, trademark, service mark, and/or trade secret infringement that could affect the CEC's rights.

- 2) The Recipient must provide the CAM with written notice of a planned change or reorganization of the type of business entity under which it does business. A change of business entity or name change requires an amendment assigning or novating the Agreement to the changed entity. If the CEC does not seek to amend this Agreement or enter into a new agreement with the changed or new entity for any reason (including that the CEC is not satisfied that the new entity can perform in the same manner as the Recipient), it may terminate this Agreement as provided in the "Termination" section.

i. Access to Sites and Records

CEC California Public Utilities Commission staff and representatives will have reasonable access to all project sites and to all records related to this Agreement.

j. Prior Dealings, Custom, or Trade Usage

These terms and conditions may not be modified or supplemented by prior dealings, custom, or trade usage.

k. Survival of Terms

Certain provisions will survive the completion or termination date of this Agreement for any reason. The provisions include but are not limited to:

- Legal Statements on Products (included in Section 5, "Products")
- Payment of Funds (Section 8)
- Recordkeeping, Cost Accounting, and Auditing (Section 11)
- Equipment (Section 14)

- Termination (Section 16)
- Indemnification (Section 17)
- Pre-Existing and Independently Funded Intellectual Property (Section 19)
- Intellectual Property (Section 20)
- Royalty Payments to the Commission (Section 21)
- California Taxpayer Access to Publicly Funded Research Act (Section 24)
- Change in Business (see this section)
- Access to Sites and Records (see this section)
- Venue (see this section)
- CEC as Third-Party Beneficiary (see this section)

I. Venue

Any court action to enforce any part of this Agreement shall be venued in Sacramento County.

m. CEC as Third-Party Beneficiary

The Recipient shall ensure that in all of its agreements with Subrecipients and in all Subrecipient agreements with Sub-Subrecipients (and so forth through every lower-tiered level of Sub-Subrecipients) that the CEC is specifically named as a third-party beneficiary to the agreement. In addition, the term shall state the entity agrees that if the CEC brings a court action, the entity agrees to venue in Sacramento County.

23. CERTIFICATIONS AND COMPLIANCE

a. Federal, State, and Local Laws

The Recipient is responsible for obtaining all required permits and shall comply with all applicable federal, state, and local laws, codes, rules, and regulations for all work performed under the Agreement.

b. Nondiscrimination Statement of Compliance

During the performance of this Agreement, the Recipient, Subrecipients, any lower-tiered level of Sub-Subrecipients, and Vendors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition, age, marital status, or denial of family care leave. The Recipient, Subrecipients, any lower-tiered level of Sub-Subrecipients, and Vendors will ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

The Recipient, Subrecipients, any lower-tiered level of Sub-Subrecipients, and Vendors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Sections 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4.1 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part of it as if set forth in full. The Recipient Subrecipients, any lower-tiered level of Sub-Subrecipients, and Vendors shall give written notice of their obligations under this section to labor organizations with which they have a collective bargaining or other Agreement.

The Recipient will include the nondiscrimination and compliance provisions of this section in all agreements with Subrecipients, that perform work under this Agreement.

c. Drug-Free Workplace Certification

By signing this Agreement, the Recipient certifies under penalty of perjury under the laws of the State of California that it will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

- 1) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited, and specifying actions to be taken against employees for violations as required by Government Code Section 8355(a).
- 2) Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:
 - The dangers of drug abuse in the workplace;
 - The person's or organization's policy of maintaining a drug-free workplace;
 - Any available counseling, rehabilitation, and employee assistance programs; and
 - Penalties that may be imposed upon employees for drug abuse violations.

- 3) Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed project:
- Will receive a copy of the company's drug-free policy statement; and
 - Will agree to abide by the terms of the company's statement as a condition of employment on the project.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both, and the Recipient may be ineligible for any future state awards if the CEC determines that any of the following has occurred: (1) the Recipient has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

- d. National Labor Relations Board Certification (Not applicable to public entities)

The Recipient, by signing this Agreement, swears under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Recipient within the immediately preceding two-year period because of the Recipient's failure to comply with an order of a federal court that orders the Recipient to comply with an order of the National Labor Relations Board.

- e. Child Support Compliance Act (Applicable to California Employers)

For any agreement in excess of \$100,000, the Recipient acknowledges that:

- 1) It recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including but not limited to disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- 2) To the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

- f. Air or Water Pollution Violation

Under state laws, the Recipient shall not be:

- 1) In violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district;
 - 2) Subject to a cease-and-desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or
 - 3) Finally determined to be in violation of provisions of federal law relating to air or water pollution.
- g. Americans With Disabilities Act

By signing this Agreement, the Recipient assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. Section 12101, et seq.), which prohibits discrimination on the basis of disability, as well as applicable regulations and guidelines issued pursuant to the ADA.

24. CALIFORNIA TAXPAYER ACCESS TO PUBLICLY FUNDED RESEARCH ACT

- a. As a condition to receiving funding under this Agreement, the Recipient agrees to fully comply with the California Taxpayer Access to Publicly Funded Research Act (California Government Code sections 13989 et seq., the "Act") and provisions of this section, which apply to publications describing knowledge, an invention, or technology funded within the scope of this Agreement.
- b. For purposes of complying with the Act and this section of the Agreement, the following definitions shall apply.
 - 1) "Peer-Reviewed Manuscript" means a manuscript after it has been peer reviewed and in the form in which it has been accepted for publication in a scientific journal.
 - 2) "Research Grant" in the Act and "this Agreement" in this section mean this Agreement.
 - 3) "State Agency" in the Act means the Energy Commission.
- c. The Recipient shall provide for free public access to any Peer-Reviewed Manuscript developed within the scope of this Agreement.
- d. The Recipient shall ensure that any publishing or copyright agreements concerning Peer-Reviewed Manuscripts:
 - 1) Fully comply with California Government Code section 13989.6;

- 2) Do not conflict with the Energy Commission's rights under this Agreement;
 - 3) Secure for the Energy Commission the rights provided under this Agreement, including the rights to Intellectual Property as specified in Section 20; and
 - 4) Recognize the free public access to the Peer-Reviewed Manuscript.
- e. The Recipient shall report to the CEC the final disposition of any Peer-Reviewed Manuscript, including but not limited to if it was published; when it was published; where it was published; and, when the 12-month time period expires, where the Peer-Reviewed Manuscript will be available for open access.
 - f. Not later than 12 months after the official date of publication, or sooner if specified in the Schedule of Products, the Recipient shall make available to the CEC an electronic version of any Peer-Reviewed Manuscript that is developed within the scope of this Agreement.
 - g. The Recipient shall make publicly accessible an electronic version of any Peer-Reviewed Manuscript that is developed within the scope of this Agreement, not later than 12 months after the official date of publication, on a repository approved in writing by the CEC, including but not limited to the University of California's eScholarship Repository at the California Digital Library; the California State University's ScholarWorks at the Systemwide Digital Library; or PubMed Central. The Recipient shall notify the CEC when the Peer-Reviewed Manuscript is available on an CEC-approved repository.
 - h. If the Recipient is unable to ensure that its Peer-Reviewed Manuscript is accessible on an CEC-approved, publicly accessible repository, the Recipient may comply by providing the manuscript to the CEC not later than 12 months after the official date of publication.
 - i. For any publications other than a Peer-Reviewed Manuscript, (herein referred to as "Other Publications") including scientific meeting abstracts, developed within the scope of this Agreement, the Recipient shall:
 - 1) Provide an electronic version of the Other Publications to the CEC not later than 12 months after the official date of publication.
 - 2) Ensure that any publishing or copyright agreements concerning Other Publications:
 - a. Do not conflict with the CEC's rights under this Agreement.

- b. Secure for the CEC the rights provided under this Agreement, including the rights to Intellectual Property as specified in Section 20.
- j. The Act states that “Grantees are authorized to use grant money for publication costs, including fees charged by a publisher for color and page charges, or fees for digital distribution.” Recipient agrees that for purposes of this Agreement, the Recipient is only authorized to use funds under this Agreement, including Matching funds, for these purposes **if the expenses are included in the Agreement’s Budget and meet the other Agreement requirements for payment, including that the CEC will only reimburse the Recipient for expenditures incurred during the Agreement term. If these expenses are not included in the Budget, both parties must agree and amend the Budget to include such expenditures before Recipient is authorized to use Agreement funds, either reimbursable expenses or match, for these purposes.**
- k. Should a conflict exist between the terms in this Section 24 and other terms of this Agreement, the terms in this section prevail.

25. **COMMISSION REMEDIES FOR RECIPIENT’S NON-COMPLIANCE**

Without limiting any of its other remedies, the CEC may, for Recipient’s noncompliance of any Agreement requirement, withhold future payments, demand and be entitled to repayment of past reimbursements, or suspend or terminate this Agreement. The tasks in the Scope of Work are non-severable, and completion of all of them is material to this Agreement. Thus, the Commission, without limiting its other remedies, is entitled to repayment of all funds paid to Recipient if the Recipient does not timely complete all tasks in the Scope of Work.

If over the course of performing under this Agreement, the CEC and the Recipient agree that a change is warranted to the Scope of Work, the parties can amend this Agreement.

26. **DEFINITIONS**

- **Agreement** means this grant agreement executed between the CEC and the Recipient.
- **Agreement Term** means the length of this Agreement, as specified on the Agreement signature page (form CEC-146).
- **Budget Categories** means the following categories in Exhibit B, Budget: Direct Labor, Fringe Benefits, Travel, Equipment, Materials and Miscellaneous, Subrecipients and Vendors, and Indirect Costs and Profit. Budget Category means one of these Budget Categories.
- **CAM** means Commission Agreement Manager.

- **CEC** means California Energy Commission.
- **Confidential Information** means information that the Recipient has satisfactorily identified as confidential in Attachment 1 to this Exhibit and that the CEC has agreed to designate as confidential under Title 20 California Code of Regulations Section 2505.
- **Data** means any recorded information that relates to the project funded by the Agreement, whether created or collected before or after the Agreement's effective date.
- **Effective Date** means the date on which this Agreement is signed by the last party required to sign, provided that signature occurs after the Agreement has been approved by the CEC at a business meeting or by the Executive Director or his/her designee.
- **EPIC** means the Electric Program Investment Charge, an electricity ratepayer-funded surcharge authorized by the California Public Utilities Commission in December 2011.
- **Equipment** means products, objects, machinery, apparatus, implements, or tools that are purchased or constructed with Energy Commission funds for the project, and that have a useful life of at least one year and an acquisition unit cost of at least \$5,000. "Equipment" includes products, objects, machinery, apparatus, implements, or tools that are composed by over thirty percent (30%) of materials purchased for the project. For purposes of determining depreciated value of equipment used in the Agreement, the project will terminate at the end of the normal useful life of the equipment purchased and/or developed with CEC funds. The CEC may determine the normal useful life of the equipment.
- **Incurred Costs** means an expense for which the Recipient has become liable (legally obligated) to pay.
- **Independently Funded Intellectual Property** means: (a) inventions, technologies, designs, drawings, data, software, formulas, compositions, processes, techniques, works of authorship, trademarks, service marks, and logos that are created, conceived, discovered, made, developed, altered, or reduced to practice by the Recipient, Subrecipients, any lower-tiered level of Sub-Subrecipients, Vendors, or a third party during or after the Agreement term without CEC or match funds; and (b) associated proprietary rights to these items that are obtained without CEC or match funds, such as patent and copyright.

“Works of authorship” does not include written products created for Agreement reporting and management purposes, such as reports, summaries, lists, letters, agendas, schedules, and invoices. The CEC owns such products regardless of their funding source.

- **Intellectual Property** means: (a) inventions, technologies, designs, drawings, data, software, formulas, compositions, processes, techniques, works of authorship, trademarks, service marks, and logos that are created, conceived, discovered, made, developed, altered, or reduced to practice with Agreement or match funds during or after the Agreement term; (b) any associated proprietary rights to these items, such as patent and copyright; and (c) any upgrades or revisions to these items.

“Works of authorship” does not include written products created for Agreement reporting and management purposes, such as reports, summaries, lists, letters, agendas, schedules, and invoices.

- **Invention** means intellectual property that is patentable.
- **Load-serving entity** means a company or other organization that provides electricity to EPIC ratepayers.
- **Match Funds** means cash or in-kind (i.e., non-cash) contributions provided by the Recipient, Subrecipients, any lower-tiered level of Sub-Subrecipients, Vendors, or a third party for a project funded by the CEC. If this Agreement resulted from a solicitation, refer to the solicitation’s discussion of match funding for guidelines specific to the project.
- **Materials** means the substances used to construct, or as part of, a finished object, commodity, device, article, or product and that does not meet the definition of Equipment.
- **MTDC (Modified Total Direct Costs)** means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of which subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, rental costs, tuition remission, scholarships and fellowships, and the portion of each subaward in excess of \$25,000.
- **Ownership** means exclusive possession of all rights to property, including the right to use and transfer property.
- **Paid Costs** means an expense for which the Recipient has already made payment.

- **Pre-existing intellectual property** means: (a) inventions, technologies, designs, drawings, data, software, formulas, compositions, processes, techniques, works of authorship, trademarks, service marks, and logos that the Recipient, Subrecipients, any lower-tiered level of Sub-Subrecipients, Vendors, or a third party owned or possessed prior to the effective date of this Agreement and that have not been developed, altered, or reduced to practice with CEC or match funds; and (b) associated proprietary rights to these items that are obtained without CEC or match funds, such as patent and copyright.
- **Product** means any tangible item specified for delivery to the CEC in the Scope of Work.
- **Project** means the entire effort undertaken and planned by the Recipient and consisting of the work funded by the CEC. The project may coincide with or extend beyond the Agreement term.
- **Project-relevant pre-existing intellectual property and project-relevant independently funded intellectual property** means pre-existing and independently funded intellectual property used to support a premise, postulate, or conclusion referred to or expressed in any product under this Agreement.
- **Recipient** means the entity that executed this Agreement with the CEC.
- **Sale, Sales, and Sold** mean the sale, license, lease, or other transfer of intellectual property.
- **Sales Price** means the price at which intellectual property is sold, excluding normal returns and allowances such as sales tax.
- **State** means the state of California and all California state agencies within it, including but not limited to commissions, boards, offices, and departments.
- **Subaward** for the Recipient means all agreements it has with Subrecipients and Vendors. For a Subrecipient, a Subaward means all agreements it has with Sub-Subrecipients and Vendors. For any lower-tiered level of Sub-Subrecipient, a Subaward means all agreements it has with its own Sub-Subrecipients and Vendors.
- **Subrecipient (formerly Subcontractor)** means a person or entity that receives grant funds directly from the Recipient and is entrusted by the Recipient to make decisions about how to conduct some of this Agreement's activities. A Subrecipients role involves discretion over grant activities and is not merely just selling goods or services.

- **Sub-Subrecipient** has the same meaning as a Subrecipient except that it receives grant funds from a Subrecipient or any lower tier level of a Sub-Subrecipient.
- **Unrelated Company** has the meaning set forth in section 7.g. of this Exhibit C.
- **Vendor** means a person or entity that sells goods or services to the Recipient, Subrecipient, or any lower-tiered level of Sub-Subrecipient, in exchange for some of the grant funds, and does not make decisions about how to perform the grant's activities. The Vendor's role is ministerial and does not involve discretion over this Agreement's activities.

Attachment 09
EXHIBIT C
CLEAN TRANSPORTATION PROGRAM TERMS AND CONDITIONS

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**EXHIBIT C - APPENDIX 1
STREAMLINING GRANT TERMS AND CONDITIONS**

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TERMS AND CONDITIONS

1. Grant Agreement

This project is being funded with a grant from the California Energy Commission's (Energy Commission) Clean Transportation Program.

This Agreement is comprised of the grant funding award, the Terms and Conditions, and all attachments. These Terms and Conditions are standard requirements for grant awards. The Energy Commission may impose additional special conditions in this grant Agreement that address the unique circumstances of this project. Special conditions that conflict with these standard provisions take precedence.

The Recipient's authorized representative shall sign all copies of this Agreement and return all signed packages to the Energy Commission's Grants and Loans Office within 30 days. Failure to meet this requirement may result in the forfeiture of this award. When all required signatures are obtained, an executed copy will be returned to the Recipient.

The term of this Agreement or the Agreement Period is the length of this Agreement between the Energy Commission and the Recipient. Project means Recipient's specific project that is funded in whole or in part by this Agreement. The Recipient's project may coincide with or extend outside the Agreement Period.

All reimbursable work and/or the expenditure of funds must occur within the approved term of this Agreement. The Energy Commission cannot authorize any payments until all parties sign this Agreement.

2. Documents Incorporated by Reference

The documents below are incorporated by reference into this Agreement. These terms and conditions will govern in the event of a conflict with the documents below, with the exception of the documents in subsection (f). Where this Agreement or California laws and regulations are silent or do not apply, the Energy Commission will use the federal cost principles and acquisition regulations listed below as guidance in determining whether reimbursement of claimed costs is allowable. Documents incorporated by reference include:

Solicitation Documents (if award is made through a competitive solicitation)

- a. The funding solicitation under which this Agreement was awarded
- b. The Recipient's proposal submitted in response to the solicitation

Federal Cost Principles (applicable to state and local governments, Indian tribes, institutions of higher education, and nonprofit organizations)

- c. 2 Code of Federal Regulations (CFR) Part 200, Subpart E (Sections 200.400 et seq.)

Federal Acquisition Regulations (applicable to commercial organizations)

- d. 48 CFR, Ch.1, Subchapter E, Part 31, Subpart 31.2: Contracts with Commercial Organizations (supplemented by 48 CFR, Ch. 9, Subchapter E, Part 931, Subpart 931.2 for Department of Energy grants)

Nondiscrimination

- e. 2 California Code of Regulations, Section 11099 et seq.: Contractor Nondiscrimination and Compliance

General Laws

- f. Any federal, state, or local laws or regulations applicable to the project that are not expressly listed in this Agreement

3. Funding Limitations

Any federal, State, and local laws and regulations applicable to your project not expressly listed in this Agreement are incorporated herein as part of this Agreement.

4. Due Diligence

The Recipient is required to take timely actions which, taken collectively, move this project to completion. The Energy Commission Agreement Manager (CAM) will periodically evaluate the Schedule of Products and Due Dates for completion of the Statement of Work tasks. If the CAM determines (1) the Recipient is not being diligent in completing the tasks in the Statement of Work or (2) the time remaining in this Agreement is insufficient to complete all project work tasks by the approved Agreement end term date, the CAM may recommend that this Agreement be terminated, and the Agreement may, without prejudice to any of the Energy Commission's remedies, be terminated.

5. Products

Products are defined as any tangible item specified in the Statement of Work. Unless otherwise directed, draft copies of all products identified in the Work Statement shall be submitted to the CAM for review and comment. The Recipient will submit an original and two copies of the final version of all products to the CAM.

6. Reports

- a. Progress Reports

The Recipient shall submit progress reports to the CAM as indicated in the Special Conditions or Work Statement. At a minimum, each progress report shall include the following:

Work Statement: This section should include a brief restatement of the approved tasks in the Work Statement and a report on the status of each, including a discussion of any products due and whether or not the project is progressing according to schedule. This section also should include a discussion of any problems encountered, proposed changes to the tasks in the Work Statement, and anticipated accomplishments in the upcoming quarter.

Financial Status: This section should include a narrative report comparing costs incurred to date with the approved Budget. The report should state whether or not the project is progressing within the approved Budget and discuss any proposed changes.

Additional Information: Additional information may be required in the progress reports as specified in the Work Statement or Special Conditions.

b. Final Reports

A draft final report shall be submitted to the CAM no later than 60 days prior to the end of the Agreement term. At a minimum, the report shall include:

- Table of Contents.
- Abstract.
- A brief summary of the objectives of the project and how these objectives were accomplished.
- Any findings, conclusions, or recommendations for follow-up or ongoing activities that might result from the successful completion of the project.
- A statement of future intent of the grant Recipient to maintain or further develop the project.
- A consolidated list of subcontractors funded in whole or in part by the grant Recipient. Include the name, address, concise statement of work done, period, and value of each.
- Additional information as specified in this Agreement or as directed by the CAM.

The CAM will review the draft report. The Recipient will incorporate applicable comments and submit the final report (the original and two copies) to the CAM.

The Recipient may only submit a request for the final payment (including any retention) after the final report is completed, submitted to the CAM, and Clean Transportation Program management has verified satisfactory completion of work.

c. Rights in Reports

The Energy Commission reserves the right to use and reproduce all reports and data produced and delivered pursuant to this Agreement, and reserves the right to authorize others to use or reproduce such materials. Each report becomes the property of the Energy Commission.

d. Failure to Comply with Reporting Requirements

Failure to submit a product required in the Scope of Work may be considered material noncompliance with the Agreement terms. Without prejudice to any other remedies, noncompliance may result in actions such as the withholding of future payments or awards, or the suspension or termination of the Agreement.

7. Publications - Legal Statement on Reports and Products

The Recipient is encouraged to publish or otherwise make publicly available the results of the work conducted under the award.

No product or report produced as a result of work funded by this program shall be represented to be endorsed by the Energy Commission, and all such products or reports shall include the following statement:

LEGAL NOTICE

This document was prepared as a result of work sponsored by the California Energy Commission. It does not necessarily represent the views of the Energy Commission, its employees, or the State of California. The Energy Commission, the State of California, its employees, contractors, and subcontractors make no warranty, express or implied, and assume no legal liability for the information in this document; nor does any party represent that the use of this information will not infringe upon privately owned rights.

8. Changes to the Agreement

a. Procedure for Requesting Changes

The Recipient must submit a written request to the CAM for any change to the Agreement. The request must include:

- A brief summary of the proposed change;
- A brief summary of the reason(s) for the change;
- Justification for the change; and
- The revised section(s) of the Agreement, with changes made in underline/ strikethrough format.

b. Approval of Changes

No amendment or variation of this Agreement shall be valid unless made in writing and signed by both of the parties except for the Commission's unilateral termination rights in Section 13 of these terms. No oral understanding or agreement is binding on any of the parties. Changes to the Agreement must be approved at a Commission business meeting or by the Executive Director (or his/her designee).

The CAM or Commission Agreement Officer will provide the Recipient with guidance regarding the level of Commission approval required for a proposed change.

c. Personnel or Subcontractor Changes

All changes below require advance written approval by the CAM, in addition to the appropriate level of Commission approval as described in subsection (b).

1) Replacement of Key Personnel, Subcontractors, and Vendors

The CAM must provide advance written approval of the replacement of personnel, subcontractors, and vendors who are identified in the Agreement and are critical to the outcome of the project, such as the Project Manager.

2) Assignment of New Personnel to an Existing Job Classification

If the Recipient or a subcontractor seeks to assign new personnel to a job classification identified in Exhibit B, the Recipient or subcontractor must submit the individual's resume and proposed job classification and rate to the CAM for approval. The proposed rate may not exceed the maximum rate identified for the job classification. Neither the Recipient nor any subcontractor may use the job classifications or rates of their subcontractors for personnel.

If the individual performs any work prior to the effective date of the amendment documenting the change, the Recipient will bear the expense of the work.

3) Promotion of Existing Personnel (Applies to Recipients and major subcontractors)

Promotion of existing Recipient and major subcontractor personnel to rates higher than those listed for their current classification in Exhibit B will not be approved. If the actual rates (e.g., direct labor rates, fringe benefit rates, and indirect rates) exceed the approved rates in the Budget, the difference may be charged to the agreement as a match share expenditure.

4) Addition of job classifications and changes in hours.

5) Increased direct operating expenses and rates that exceed the expenses and rates identified in Exhibit B.

9. Contracting and Procurement Procedures

This section provides general requirements for an agreement between the Recipient and a third party ("subcontractor").

All subcontracts must be submitted to the CAM for review prior to execution. For subcontracts that are listed as "to be determined" in the Budget, the Recipient must submit a revised Budget to the CAM, identifying the subcontractor and specific items of cost expected to be incurred by that subcontractor. In addition, Recipient must have a fully executed subcontract before the subcontractor can incur any costs for which the Recipient will seek reimbursement.

The Recipient is required, where feasible, to employ contracting and procurement practices that promote open competition for all goods and services needed to complete this project. Recipient shall obtain price quotes from an adequate number of sources for all subcontracts.

The Energy Commission will defer to the Recipient's own regulations and procedures as long as they reflect applicable state and local laws and regulations and are not in conflict with the minimum standards specified in this Agreement.

Upon request, the Recipient must submit to the CAM a copy of all solicitations for services or products required to carry out the terms of this Agreement and copies of the proposals or bids received.

The Recipient is responsible for handling all contractual and administrative issues arising out of or related to any subcontracts it enters into under this Agreement.

All subcontracts must incorporate all of the following:

- A clear and accurate description of the material, products, or services to be procured as well as a detailed budget and timeline.
- Provisions that allow for administrative, contractual, or legal remedies in instances where subcontractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate.
- Provisions for termination by the Recipient, including termination procedures and the basis for settlement.
- Language conforming to the "Nondiscrimination" provision in this Agreement.
- The Standard of Performance provisions specified in this Agreement.
- Retention of Records provisions specified in this Agreement.
- Audits provisions specified in this Agreement.
- Language conforming to the "Indemnification" provision in this Agreement.
- Public Work -- Payment of Prevailing Wages Generally Required by Law provisions in this Agreement.
- Assembly Bill 841 (2020) provision specified in this Agreement.

Recipients who are subcontracting with University of California (UC) may use the terms and conditions negotiated by the Energy Commission with UC for their subcontracts. Recipients who are subcontracting with the Department of Energy (DOE) national laboratories may use the terms and conditions negotiated with DOE.

Without limiting any of the Commission's other remedies, failure to comply with the above requirements may result in the termination of this Agreement.

10. Bonding and Insurance

The Recipient will follow its own bonding and insurance requirements relating to bid guarantees, performance bonds, and payment bonds without regard to the dollar value of the subcontract(s) as long as they reflect applicable state and local laws and regulations.

11. Permits and Clearances

The Recipient is responsible for ensuring all necessary permits and environmental documents are prepared and clearances are obtained from the appropriate agencies.

12. Equipment

Equipment is defined as having a useful life of at least one year, having an acquisition unit cost of at least \$5,000, and purchased with Energy Commission funds. Equipment means any products, objects, machinery, apparatus, implements or tools purchased, used or constructed within the Project, including those products, objects, machinery, apparatus, implements or tools from which over thirty percent (30%) of the equipment is composed of materials purchased for the Project. For purposes of determining depreciated value of equipment used in the Agreement, the Project shall terminate at the end of the normal useful life of the equipment purchased, funded and/or developed with Energy Commission funds. The Energy Commission may determine the normal useful life of such equipment.

Title to equipment acquired by the Recipient with grant funds shall vest in the Recipient. The Recipient shall use the equipment in the project or program for which it was acquired as long as needed, whether or not the project or program continues to be supported by grant funds, and the Recipient shall not encumber the property without CAM approval. When no longer needed for the original project or program, the Recipient shall contact the CAM for disposition instructions.

13. Termination

This project may be terminated for any reason set forth below.

a. With Cause

The Energy Commission may, for cause, terminate this Agreement upon giving five (5) calendar days advance written notice to the Recipient. In this event, the Recipient will use all reasonable efforts to mitigate its expenses and obligations.

The term "for cause" includes but is not limited to the following:

- Partial or complete loss of match funds;
- Reorganization to a business entity unsatisfactory to the Energy Commission;
- Retention or hiring of subcontractors, or replacement or addition of personnel, that fail to perform to the standards and requirements of this Agreement;
- The Recipient's inability to pay its debts as they become due and/or the Recipient's default of an obligation that impacts its ability to perform under this Agreement; or
- Significant change in state or Energy Commission policy such that the work or product being funded would not be supported by the Commission.

b. Without Cause

The Energy Commission may terminate this Agreement without cause upon giving thirty (30) days advance written notice to the Recipient. In this event, the Recipient will use all reasonable efforts to mitigate its expenses and obligations.

14. Stop Work

Energy Commission staff may, at any time, by written notice to Recipient, require Recipient to stop all or any part of the work tasks in this Agreement. Stop work orders may be issued for reasons such as a project exceeding budget, standard of performance, out of scope work, delay in Project schedule, misrepresentations and the like.

- a. Compliance. Upon receipt of such stop work order, Recipient shall immediately take all necessary steps to comply therewith and to stop the incurrence of costs allocable to the Energy Commission.
- b. Canceling a Stop Work Order. Recipient shall resume the work only upon receipt of written instructions from Energy Commission staff.

15. Travel and Per Diem

- a. The Recipient shall be reimbursed for travel and per diem expenses using the same rates provided to non-represented State employees. The Recipient must pay for travel in excess of these rates. The Recipient may obtain current rates from the Energy Commission's Web Site at: http://www.energy.ca.gov/contracts/TRAVEL_PER_DIEM.PDF.
- b. For purposes of payment, Recipient's headquarters shall be considered the location of the Recipient's office where the employees' assigned responsibilities for this award are permanently assigned.
- c. Travel identified in the Budget section of this Agreement is approved and does not require further authorization.

- d. Travel that is not included in the Budget section of this Agreement shall require written authorization from the CAM and Commission Agreement Officer prior to travel departure. The Energy Commission will reimburse travel expenses from the Recipient's office location.
- e. The Recipient must retain documentation of travel expenses in its financial records. The documentation must be listed by trip and include dates and times of departure and return, departure and destination cities. Travel receipts, including for travel meals and incidentals, shall be submitted with payment requests requesting reimbursement from the Energy Commission.

16. Standard of Performance

Recipient, its subcontractors and their employees, in the performance of Recipient's work under this Agreement shall be responsible for exercising the degree of skill and care required by customarily accepted good professional practices and procedures used in the Recipient's field.

Any costs for failure to meet the foregoing standard or to correct otherwise defective work that requires re-performance of the work, as directed by CAM, shall be borne in total by Recipient and not the Energy Commission. The failure of a project to achieve the performance goals and objectives stated in the Work Statement is not a basis for requesting re-performance unless the work conducted by Recipient and/or its subcontractors is deemed by the Energy Commission to have failed the foregoing standard of performance.

In the event Recipient/subcontractor fails to perform in accordance with the above standard:

- Recipient/subcontractor will re-perform, at its own expense, any task which was not performed to the reasonable satisfaction of the CAM. Any work re-performed pursuant to this paragraph shall be completed within the time limitations originally set forth for the specific task involved. Recipient/subcontractor shall work any overtime required to meet the deadline for the task at no additional cost to the Energy Commission;
- The Energy Commission shall provide a new schedule for the re-performance of any task pursuant to this paragraph in the event that re-performance of a task within the original time limitations is not feasible; and
- The Energy Commission shall have the option to direct Recipient/subcontractor not to re-perform any task which was not performed to the reasonable satisfaction of the CAM pursuant to application of (1) and (2) above. In the event the Energy Commission directs Recipient/subcontractor not to re-perform a task, the Energy Commission and Recipient shall negotiate a reasonable settlement for satisfactory work performed. No previous payment shall be considered a waiver of the Energy Commission's right to reimbursement.

Nothing contained in this section is intended to limit any of the rights or remedies which the Energy Commission may have under law.

17. Payment of Funds

The Energy Commission agrees to reimburse the Recipient for actual allowable expenditures incurred in accordance with the Budget. The rates in the Budget are rate caps, or the maximum amount allowed to be billed.

The Recipient can only bill for actual expenses incurred at the Recipient's actual rates not to exceed the rates specified in the Budget (e.g., direct labor rates, fringe benefit rates, and indirect rates). For example, if the Budget includes an employee's hourly rate of \$50/hour but the employee is only paid \$40/hour, the Recipient can only bill for \$40/hour. Under the same example, if the employee earned \$70/hour but the Budget only lists \$50/hour, the Recipient can only bill for \$50. Another example is if the maximum fringe benefit rate listed in the Budget is 20% but the Recipient's actual fringe benefit rate is only 15%, the Recipient can only bill at 15%. If the actual rates (e.g., direct labor rates, fringe benefit rates, and indirect rates) exceed the approved rates in the Budget, the difference may be charged to the agreement as a match share expenditure.

a. Payment Requests

The Recipient may request payment from the Energy Commission at any time during the term of this Agreement. The final payment request must be received by the Energy Commission along with the draft Final Report 60 days prior to the end of the Agreement term.

Payments will generally be made on a reimbursement basis for Recipient expenditures, i.e., after the Recipient has incurred the cost for a service, product, supplies, or other approved budget item. No reimbursement for food or beverages shall be made other than allowable per diem charges.

Funds in this Agreement have a limited period in which they must be expended. All Recipient expenditures must occur within the approved term of this Agreement.

b. Documentation

All payment requests must be submitted using a completed Payment Request form. This form must be accompanied by an itemized list of all charges and copies of all receipts or invoices necessary to document these charges for both Energy Commission and match share, including backup documentation for actual expenditures, such as time cards, vendor invoices, and proof of payment. Any payment request that is submitted without the itemization will not be authorized. If the itemization or documentation is incomplete, inadequate, or inaccurate, the CAM will inform the Recipient via a Dispute Notification Form (Std. 209) and hold the invoice until all required information is received or corrected. Any penalties imposed on the Recipient by a subcontractor because of delays in payment will be paid by the Recipient.

Any documentation in foreign currency must be converted to dollars, and the conversion rate must be included in your itemization.

c. Certification

The following certification shall be included on each Payment Request form and signed by the Recipient's authorized officer:

I certify that this invoice is correct and proper for payment, and reimbursement for these costs has not and will not be received from any other sources, including but not limited to a government entity contract, subcontract or other procurement method.

Additional certification required related to the payment of prevailing wages. Refer to section 26 of these terms and conditions for more information.

d. Government Entity

Government Entity is defined as a governmental agency from California or any state or a state college or state university from California or any state; a local government entity or agency, including those created as a Joint Powers Authority; an auxiliary organization of the California State University or a California community college; the Federal Government; a foundation organized to support the Board of Governors of the California Community Colleges or an auxiliary organization of the Student Aid Commission established under Education Code 69522.

e. Release of Funds

The CAM will not process any payment request during the Agreement term until the following conditions have been met:

- All required reports have been submitted and are satisfactory to the CAM.
- All applicable special conditions have been met.
- All appropriate permits or permit waivers from governmental agencies have been issued to the Recipient and copies have been received by the CAM.
- All products due have been submitted and are satisfactory to the CAM.
- Other prepayment conditions as may be required by the CAM have been met. Such conditions will be specified in writing ahead of time, if possible.

f. Fringe Benefits, Indirect Overhead, and General and Administrative (G&A),

Indirect cost rates must be developed in accordance with generally accepted accounting principles. If the Recipient has an approved fringe benefits or indirect cost rate (indirect overhead or G&A) from their cognizant Federal Agency, the Recipient may bill at the federal rate up to the Budget rate caps if the following conditions are met:

- The Recipient may bill at the federal provisional rate but must adjust annually to reflect their actual final rates for the year in accordance with the Labor, Fringe, and Indirect Invoicing Instructions which can be accessed in this agreement.
- The cost pools used to develop the federal rates must be allocable to the Energy Commission Agreement, and the rates must be representative of the portion of costs benefiting the Energy Commission Agreement. For example, if the federal rate is for manufacturing overhead at the Recipient's manufacturing facility and the Energy Commission Agreement is for research and development at their research facility, the federal indirect overhead rate would not be applicable to the Energy Commission Agreement.
- The federal rate must be adjusted to exclude any costs that are specifically prohibited in the Energy Commission Agreement.
- The Recipient may only bill up to the Agreement Budget rate caps unless and until an amendment to the Agreement Budget is approved.

g. Retention

It is the Energy Commission's policy to retain 10 percent of any payment request or 10 percent of the total Energy Commission award at the end of the project. After the project is complete the Recipient must submit a completed payment request form requesting release of the retention. The CAM will review the project file and, when satisfied that the terms of the funding Agreement have been fulfilled, will authorize release of the retention.

h. State Controller's Office

Payments are made by the State Controller's Office.

18. Fiscal Accounting Requirements

a. Accounting and Financial Methods

The Recipient shall establish a separate ledger account or fund for receipt and disbursement of Energy Commission funds for each project funded by the Energy Commission. Expenditure details must be maintained in accordance with the approved budget details using appropriate accounting practices.

b. Retention of Records

The Recipient shall retain all project records (including financial records, progress reports, and payment requests) for a minimum of three (3) years after the final payment has been received or three years after the federal grant term, whichever is later, unless otherwise specified in the funding Agreement.

Records for nonexpendable personal property acquired with grant funds shall be retained for three years after its final disposition or three years after the federal grant term, whichever is later.

c. Audits

Upon written request from the Energy Commission, the Recipient shall provide detailed documentation of all expenses at any time throughout the project. In addition, the Recipient agrees to allow the Energy Commission or any other agency of the State, or their designated representative, upon written request, to have reasonable access to and the right of inspection of all records that pertain to the project during the term of this Agreement and for a period of three (3) years thereafter or three years after the federal grant term, whichever is later, unless the Energy Commission notifies the Recipient, prior to the expiration of such three-year period, that a longer period of record retention is necessary. Further, the Recipient agrees to incorporate an audit of this project within any scheduled audits, when specifically requested by the State. Recipient agrees to include a similar right to audit in any subcontract.

Recipients are strongly encouraged to conduct annual audits in accordance with the single audit concept. The Recipient should provide two copies of the independent audit report and any resulting comments and correspondence to the CAM within 30 days of the completion of such audits.

d. Match Share Requirements

Match Share means cash or in-kind (non-cash) contributions provided by Recipient, subcontractors or third parties that will be used in performance of this Agreement.

The Recipient agrees to provide the Minimum Match Share Percentage of Total Allowable Project Costs, even if the Agreement is terminated early or otherwise ends before project completion. The Minimum Match Share Percentage is the Minimum Match Share Required (as specified on the CEC-146) divided by the Total of Reimbursable Amount and Minimum Match Share Required (as specified on the CEC-146). Total Allowable Project Costs is the sum of all actual, allowable costs incurred in performance of the Agreement and approved by the Energy Commission.

For example, if the CEC-146 specifies the following,

Reimbursable Amount \$200,000
Minimum Match Share Required \$50,000
Total of Reimbursable Amount and Minimum Match Share Required \$250,000
Minimum Match Share Percentage of Total Allowable Project Costs 20%

the Recipient agrees to be liable for a minimum of 20% (\$50,000 divided by \$250,000) of Total Allowable Project Costs. In this example and at the end of the agreement, if Total Allowable Project Costs is \$125,000, the Recipient shall have provided a minimum of \$25,000 (\$125,000 times 20%) as match share.

Without limiting any of the Energy Commission's other rights or remedies, the Recipient agrees that if it fails to provide the Minimum Match Share Percentage of Total Allowable Project Costs, and if requested by the Energy Commission, the Recipient shall repay an amount to ensure the Recipient provides, at a minimum, the Minimum Match Share Percentage of Total Allowable Project Costs.

For example, and building upon the previous example, if:

- A. Energy Commission funds disbursed = \$110,000
- B. Match Share Documented and Approved = \$15,000
- C. Total Allowable Project Costs = \$125,000 (Line A plus Line B)
- D. Minimum Match Share Percentage of Total Allowable Project Costs = 20%
- E. Minimum Match Share Amount Required = \$25,000 (Line C multiplied by Line D)

the Energy Commission may request, and the Recipient would be required to repay upon such request, \$10,000 (Line E minus Line B) to the Energy Commission.

The maximum amount to be reimbursed by the Energy Commission under this Agreement is the Reimbursable Amount specified on the CEC-146. The Energy Commission award amount is fixed and will not be augmented. If actual Total Allowable Project Costs exceed estimated Total Allowable Project Costs, the Recipient is responsible for those additional costs.

The Recipient must maintain accounting records detailing the expenditure of the Match Share and provide documentation of expenditures as described in this Agreement (e.g., under this Exhibit C "Payment of Funds" and "Fiscal Accounting Requirements").

In the event of any conflict or inconsistency between the Minimum Match Share Required specified on the CEC-146 and the Match Share specified on other Exhibits to this Agreement, the Minimum Match Share Required specified on the CEC-146 shall control.

19. Indemnification

The Recipient agrees to indemnify, defend, and save harmless the State, its officers, agents, and employees from any and all claims and losses accruing or resulting to Recipient and to any and all contractors, subcontractors, materialmen, laborers, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the Recipient in the performance of this Agreement.

20. Workers' Compensation Insurance

- a. Recipient hereby warrants that it carries Worker's Compensation Insurance for all of its employees who will be engaged in the performance of this Agreement, and agrees to furnish to the CAM satisfactory evidence of this insurance at any time the CAM may request.
- b. If Recipient is self-insured for worker's compensation, it hereby warrants such self-insurance is permissible under the laws of the State of California and agrees to furnish to the CAM satisfactory evidence of this insurance at any time the CAM may request.

21. General Provisions

- a. Governing Law

It is hereby understood and agreed that this Agreement shall be governed by the laws of the State of California as to interpretation and performance.

- b. Independent Capacity

The Recipient, and the agents and employees of the Recipient, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the Energy Commission.

- c. Assignment

Without the written consent of the Energy Commission in the form of a formal written amendment, this Agreement is not assignable or transferable by Recipient either in whole or in part.

- d. Timeliness

Time is of the essence in this Agreement.

- e. Unenforceable Provision

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

f. Waiver

No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Agreement shall be taken and construed as cumulative, that is, in addition to every other remedy provided therein or by law.

g. Assurances

The Energy Commission reserves the right to seek further written assurances from the Recipient and its team that the work of the project under this Agreement will be performed consistent with the terms of the Agreement.

h. Change in Business

- (1) Recipient shall promptly notify the Energy Commission of the occurrence of each of the following:
 - (a) A change of address.
 - (b) A change in the business name or ownership.
 - (c) The existence of any litigation or other legal proceeding affecting the project.
 - (d) The occurrence of any casualty or other loss to project personnel, equipment or third parties of a type commonly covered by insurance.
 - (e) Receipt of notice of any claim or potential claim against Recipient for patent, copyright, trademark, service mark and/or trade secret infringement that could affect the Energy Commission's rights.
- (2) Recipient shall not change or reorganize the type of business entity under which it does business except upon prior written notification to the Energy Commission. A change of business entity or name change requires an amendment assigning or novating the Agreement to the changed entity. In the event the Energy Commission is not satisfied that the new entity can perform as the original Recipient, the Energy Commission may terminate this Agreement as provided in the termination paragraph.

i. Survival of Terms

It is understood and agreed that certain provisions shall survive the completion or termination date of this Agreement for any reason. The provisions include, but are not limited to:

- "Payments of Funds"
- "Equipment"
- "Change in Business"
- "Termination"

- “Audit”
- “Indemnification”
- “Fiscal Accounting Requirements”

22. Certifications and Compliance

a. Federal, State and Municipal Requirements

Recipient must obtain any required permits and shall comply with all applicable federal, State, and municipal laws, rules, codes, and regulations for work performed under this Agreement.

b. Nondiscrimination Statement of Compliance

During the performance of this Agreement, Recipient and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (cancer), age, marital status, and denial of family care leave. Recipient and its subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. Recipient and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Sections 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4.1 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part of it as if set forth in full. Recipient and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

The Recipient shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

c. Drug-Free Workplace Certification

By signing this Agreement, the Recipient hereby certifies under penalty of perjury under the laws of the State of California that the Recipient will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

- (1) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations as required by Government Code Section 8355(a)(1).
- (2) Establish a Drug-Free Awareness Program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:
 - The dangers of drug abuse in the workplace;
 - The person's or organization's policy of maintaining a drug-free workplace;
 - Any available counseling, rehabilitation, and employee assistance programs; and
 - Penalties that may be imposed upon employees for drug abuse violations.
- (3) Provide, as required by Government Code Section 8355(a)(3), that every employee who works on the proposed project:
 - Will receive a copy of the company's drug-free policy statement;
 - Will agree to abide by the terms of the company's statement as a condition of employment on the project.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both, and the Recipient may be ineligible for any future State awards if the Energy Commission determines that any of the following has occurred: (1) the Recipient has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

d. Child Support Compliance Act (Applicable to California Employers)

For any Agreement in excess of \$100,000, the Recipient acknowledges that:

- It recognizes the importance of child and family support obligations and shall fully comply with all applicable State and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

- To the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- e. Americans with Disabilities Act
- By signing this Agreement, Recipient assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. 12101, et seq.), which prohibits discrimination on the basis of disability, as well as applicable regulations and guidelines issued pursuant to the ADA.

23. Site Visits

The Energy Commission and/or its designees have the right to make site visits at reasonable times to review project accomplishments and management control systems and to provide technical assistance, if required. Recipient must provide and must require subawardees to provide reasonable facilities and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations must be performed in a manner that does not unduly interfere with or delay the work.

24. Confidentiality

a. Information Considered Confidential

Confidential information is information designated confidential pursuant to the procedures specified in 20 CCR 2505. If applicable, all Recipient information considered confidential at the commencement of this Agreement is designated in the Attachment to this Exhibit.

b. Confidential Deliverables: Labeling and Submitting Confidential Information

Prior to the commencement of this Agreement, if applicable, the parties have identified in the Attachment to this Exhibit, specific Confidential Information to be provided as a deliverable. All such confidential deliverables shall be marked, by the Recipient, as "Confidential" on each page of the document containing the Confidential Information and presented in a sealed package to the Commission Agreement Officer. (Non-confidential deliverables are submitted to the Accounting Office.) All Confidential Information will be contained in the "confidential" volume: no Confidential Information will be in the "public" volume.

c. Submittal of Unanticipated Confidential Information as a Deliverable

The Recipient and the Energy Commission agree that during this Agreement, it is possible that the Recipient may develop additional data or information not originally anticipated as a confidential deliverable. In this case, Recipient shall follow the procedures for a request for designation of Confidential Information specified in 20 CCR 2505. The Energy Commission's Executive Director makes the determination of confidentiality. Such subsequent determinations may be added to the list of confidential deliverables in the Attachment to this Exhibit.

d. Disclosure of Confidential Information

Disclosure of Confidential Information by the Energy Commission may only be made pursuant to 20 CCR 2506 and 2507. All confidential data, records or deliverables that are legally disclosed by the Recipient or any other entity become public records and are no longer subject to the above confidentiality designation.

25. Budget Contingency Clause

It is mutually agreed that this Agreement shall be of no further force and effect if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the work identified in the Scope of Work. In this event, the Energy Commission shall have no liability to pay any funds whatsoever to the Recipient or to furnish any other consideration under this Agreement, and the Recipient shall not be obligated to perform any provisions of this Agreement.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the Energy Commission shall have the option to either: 1) cancel this Agreement with no liability occurring to the Energy Commission; or 2) offer an Agreement Amendment to the Recipient to reflect the reduced amount.

26. Public Works -- Payment of Prevailing Wages

Generally Required by Law

Projects that receive an award of public funds from the Energy Commission often involve construction, alteration, demolition, installation, repair or maintenance work over \$1,000.

NOTE: Projects that receive an award of public funds from the Energy Commission are likely to be considered public works under the California Labor Code. See Chapter 1 of Part 7 of Division 2 of the California Labor Code, commencing with Section 1720 and Title 8, California Code of Regulations, Chapter 8, Subchapter 3, commencing with Section 16000.

Accordingly, the Energy Commission assumes that all projects it funds are public works. Projects deemed to be public works require among other things the payment of prevailing wages.

NOTE: Prevailing wage rates can be significantly higher than non-prevailing wage rates.

By accepting this Agreement, Recipient as a material term of this Agreement shall be fully responsible for complying with all California public works requirements including but not limited to payment of prevailing wage. Therefore, as a material term of this Agreement, Recipient must either:

- (a) Proceed on the assumption that the project is a public work and ensure that:
 - (i) prevailing wages are paid; and
 - (ii) the project budget for labor reflects these prevailing wage requirements; and
 - (iii) the project complies with all other requirements of prevailing wage law including but not limited to keeping accurate payroll records, and complying with all working hour requirements and apprenticeship obligations;

or,

- (b) Timely obtain a legally binding determination from DIR or a court of competent jurisdiction before work begins on the project that the proposed project is not a public work.

NOTE: Only the California Department of Industrial Relations (DIR) and courts of competent jurisdiction have jurisdiction to issue legally binding determinations that a particular project is or is not a public work.

If the Recipient is unsure whether the project receiving this award is a “public work” as defined in the California Labor Code, it may wish to seek a timely determination from the California Department of Industrial Relations (DIR) or an appropriate court.

NOTE: Such processes can be time consuming and therefore it may not be possible to obtain a timely determination before the date for performance of the award commences.

If the Recipient does not timely obtain a binding determination from DIR or a court of competent jurisdiction that the project is not a public work, before this Agreement from the Energy Commission is executed, the Recipient shall assume that the project is a public work and that payment of prevailing wages is required and shall pay prevailing wages unless and until such time as the project is subsequently determined to not be a public work by DIR or a court of competent jurisdiction.

NOTE: California Prevailing Wage law provides for substantial damages and financial penalties for failure to pay prevailing wages when payment of prevailing wages is required.

Subcontractors and Flow-down Requirements. Recipient shall ensure that its subcontractors, if any, also comply with above requirements with respect to public works/prevaling wage. Recipient shall ensure that all agreements with its contractors/subcontractors to perform work related to this Project contain the above terms regarding payment of prevailing wages on public works projects. Recipient shall be responsible for any failure of Recipient's subcontractors to comply with California prevailing wage and public works laws.

Indemnification and Breach. Any failure of Recipient or its subcontractors to comply with the above requirements shall constitute a breach of this Agreement that excuses the Energy Commission's performance of this Agreement at the Energy Commission's option, and shall be at Recipient's sole risk. In such a case, Energy Commission may refuse payment to Recipient of any amount under this Agreement and Energy Commission shall be released, at its option, from any further performance of this award or any portion thereof. By accepting this Agreement, and as a material term of this Agreement, Recipient agrees to indemnify the Energy Commission and hold the Energy Commission harmless for any and all financial consequences arising out of or resulting from the failure of Recipient and/or any of Recipient's subcontractors to pay prevailing wages or to otherwise comply with the requirements of prevailing wage law.

Budget. Recipient's budget on public works projects must indicate which job classifications are subject to prevailing wage. For detailed information about prevailing wage and the process to determine if the proposed project is a public work, Recipient may wish to contact the California Department of Industrial Relations (DIR) or a qualified labor attorney of their choice for guidance.

Covered Trades. For public works projects, Recipient may contact DIR for a list of covered trades and the applicable prevailing wage.

Questions. If Recipient has any questions about this contractual requirement or the wage, record keeping, apprenticeship or other significant requirements of California prevailing wage law, it is recommended that Recipient consult DIR and/or a qualified labor attorney of its choice before accepting this Agreement.

Certification. Recipient shall certify to the Energy Commission on each Payment Request Form, either that (1) prevailing wages were paid to eligible workers who provided labor for work covered by the payment request and that the Recipient and all contractors and subcontractors otherwise complied with all California prevailing wage laws, or (2) that the project is not a public work requiring the payment of prevailing wages. In the latter case, Recipient shall provide competent proof of a DIR or court determination that the project is not a public work requiring the payment of prevailing wages.

Prior to the release of any retained funds under this Agreement, the Recipient shall submit to the Energy Commission the above-described certificate signed by the Recipient and all contractors and subcontractors performing public works activities on the project. Absent such certificate, Recipient shall have no right to any funds under this Agreement, and Energy Commission shall be relieved of any obligation to pay said funds.

27. Intellectual Property

The Energy Commission makes no claim to intellectual property developed under this Agreement that is not specified for delivery, except as expressly provided herein.

28. Commission Remedies for Recipient's Non-Compliance

Without limiting any of its other remedies, the Commission may, for Recipient's noncompliance of any Agreement requirement, withhold future payments, demand and be entitled to repayment of past reimbursements, or suspend or terminate this Agreement. The tasks in the Scope of Work are non-severable, and completion of all of them is material to this Agreement. Thus, the Commission, without limiting its other remedies, is entitled to repayment of all funds paid to Recipient if the Recipient does not timely complete all tasks in the Scope of Work.

29. Assembly Bill 841 (2020)

By signing this Agreement, Recipient as a material term of this Agreement shall be fully responsible for complying with this section. AB 841 (Ting, 2020) added Public Utilities Code (PUC) section 740.20, which requires Electric Vehicle Infrastructure Training Program (EVITP) certification to install electric vehicle charging infrastructure and equipment for work performed on or after January 1, 2022, subject to certain exceptions. As a policy matter, the CEC is applying the EVITP certification requirements to project work funded under this Agreement, regardless of whether it might be performed prior to January 1, 2022, unless an exception applies.

Therefore, applying PUC 740.20 EVITP requirements to this Agreement means that all electric vehicle charging infrastructure and equipment located on the customer side of the electrical meter shall be installed by a contractor with the appropriate license classification, as determined by the Contractors' State License Board, and at least one electrician on each crew, at any given time, who holds an EVITP certification. Projects that include installation of a charging port supplying 25 kilowatts or more to a vehicle must have at least 25 percent of the total electricians working on the crew for the project, at any given time, who hold EVITP certification. One member of each crew may be both the contractor and an EVITP certified electrician. The requirements stated in this paragraph do not apply to any of the following:

- (1) Electric vehicle charging infrastructure installed by employees of an electrical corporation or local publicly owned electric utility.
- (2) Electric vehicle charging infrastructure funded by moneys derived from credits generated from the Low Carbon Fuel Standard Program (Subarticle 7 (commencing with Section 95480) of Article 4 of Subchapter 10 of Chapter 1 of Division 3 of Title 17 of the California Code of Regulations).

(3) Single-family home residential electric vehicle chargers that can use an existing 208/240-volt outlet.

**EXHIBIT C- APPENDIX 1
STREAMLINING GRANT TERMS AND CONDITIONS**

The California Energy Commission (CEC) has undergone a significant effort to improve its grant agreements across its programs. Until the CEC is able to revise all of its standard terms and conditions templates to implement these improvements, the CEC is adding this Exhibit C Appendix to new grant agreements. The CEC acknowledges that terms in this Appendix will conflict with some of the terms and other requirements in the grant agreement. Accordingly, where there is a conflict, the CEC and Recipient agree that this Appendix controls. Outside of the changes made by this Appendix, all other grant terms and requirements remain unchanged.

Acronyms and Terms Used in this Document and Their Meaning

Acronym/ Term	Meaning
Agreement	The grant agreement executed between the CEC and the Recipient.
Budget Categories	Means the following categories in Exhibit B, Budget: Direct Labor, Fringe Benefits, Travel, Equipment, Materials and Miscellaneous, Subrecipients and Vendors (formerly Subcontractors), and Indirect Costs and Profit.
CAM	Commission Agreement Manager
CEC	California Energy Commission
Existing Terms	The terms that might be found in any of the CEC grant agreements in any of its programs, including the terms for this Agreement.
Incurred Costs	An expense for which the Recipient has become liable (legally obligated) to pay.
MTDC	Modified Total Direct Costs, which means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, rental costs, tuition remission, scholarships and fellowships, and the portion of each subaward in excess of \$25,000.
Paid Costs	An expense for which the Recipient has already made payment.
Recipient	The entity that executed this Agreement with the CEC.
Subaward	For the Recipient, a Subaward means all agreements it has with Subrecipients and Vendors. For a Subrecipient, a Subaward means all agreements it has with Sub-Subrecipients and Vendors. For any lower-tiered level of Sub-Subrecipient, a Subaward means all agreements it has with its own Sub-Subrecipients and Vendors.
Subrecipient (formerly Subcontractor)	A person or entity that receives grant funds directly from the Recipient and is entrusted by the Recipient to make decisions about how to conduct some of the grant's activities. A Subrecipient's role involves discretion over grant activities and is not merely just selling goods or services.

Acronym/ Term	Meaning
Sub-Subrecipient	Has the same meaning as a Subrecipient except that it receives grant funds from a Subrecipient or any lower tier level of a Sub-Subrecipient.
Vendor	A person or entity that sells goods or services to the Recipient, Subrecipient, or any lower-tiered level of Sub-Subrecipient, in exchange for some of the grant funds, and does not make decisions about how to perform the grant's activities. The Vendor's role is ministerial and does not involve discretion over grant activities.
These Terms	The terms in this document titled "Streamlining Grant Terms and Conditions."

1. Decoupling Products from Invoices

Existing Terms typically require grant recipients to submit products with invoices. This is no longer required. Recipients can separately submit products and invoices.

2. Quarterly Instead of Monthly Reports

Most grants include within their scopes of work an administrative task requiring grant recipients to submit monthly progress reports, often concurrent with submission of an invoice. This is no longer required. Instead, Recipients will now submit progress reports quarterly instead of monthly. Unless a different arrangement is discussed with and approved by the Commission Agreement Manager (CAM) in writing, which can be done without amending these terms (e.g., as simple as an email from the CAM), quarterly means by the tenth day of each January, April, July, and October.

3. New Requirement for Monthly Calls with the CAM

Instead of monthly progress reports currently required under Task 1, Recipients shall participate in brief phone calls that will occur at least monthly and which will be initiated by the CAM to briefly discuss project progress and identify any emerging issues. Monthly calls might not be held on those months when a quarterly progress report is submitted or the CAM determines that a monthly call is unnecessary.

4. Amendments and Other Changes

Existing Terms typically require a written amendment signed by both the CEC and Recipient for any change to the grant agreement. In contrast, These Terms allow certain changes, as described in this document, to be made to this Agreement without a formal amendment.

A. Budget Reallocations

No CEC approval is needed for a Recipient, Subrecipient, or any lower-tiered level of Sub-Subrecipient to move funds **within** each of the following Budget Categories listed in the Exhibit B: Direct Labor, Fringe Benefits, Travel, Equipment, Materials and Miscellaneous, Subrecipients, and Indirect Costs. (However, please note that per section 4.B. below, any new M&M, Equipment, Subrecipient or Vendor not listed in the budget does need to be approved prior to reimbursement.) If the Recipient wants to move funds between Budget Categories or submits an invoice that if paid would exceed a Budget Category, the Recipient has at least the following choices:

1. Request an amendment from the CEC. The CEC will not pay the invoice if and until an amendment is approved, except possibly for the final invoice per section 4.A.3 below. In its sole discretion, the CEC might pay the portion of the invoice that does not involve the amount that goes beyond the Budget Category.
2. Retract the invoice and resubmit a corrected one that keeps within Budget Categories. The Recipient can treat the amount paid beyond the Budget Category as match funds if the expenditure meets all of the applicable Agreement requirements for match funds.
3. If there is a Budget Category overage on the final invoice, the Recipient can discuss with the CAM if the invoice can be approved without needing the amendment in section 4.A.1 above. The CAM will require a written justification for the budget category overage to determine if the invoice can be approved.

This new flexibility does NOT mean the Recipient can exceed the overall Agreement amount.

Because Existing Terms may define "Budget Reallocation" to mean the movement of funds between tasks and possibly in other ways than moving funds between Budget Categories, such definitions are considered deleted and superseded by These Terms.

B. New Items under Materials and Miscellaneous, and Equipment

The CAM must approve in writing of any new materials and miscellaneous expenses of \$5,000 or more or new equipment the Recipient plans to purchase and be reimbursed under this Agreement that is not already listed in Exhibit B, Budget. To accomplish this, the Recipient can submit either prior to invoicing or with its invoice a completed form titled "[NEW EQUIPMENT/M&M FORM](#)" which includes a description of the item and a brief explanation of the need for the item. The CAM will approve items that he or she determines to be necessary to the Agreement and do not exceed budgeted amounts for each Budget Category unless Recipient follows the processes in section 4.A. "Budget Reallocation" directly above.

Any restrictions in the solicitation or elsewhere in the Agreement still apply to the specific items under Materials and Miscellaneous, and Equipment that can be purchased using CEC Funds or Match Share Funds. The restrictions still apply even though the CAM does not have to approve new materials and miscellaneous expenses under \$5,000.

C. An Amendment is No Longer Needed to Replace “Key Personnel.”

Existing Terms typically require Recipients and their Subrecipients to obtain advance written approval, sometimes through a formal written amendment, before the Recipient added or replaced key or other personnel, or added or removed job classifications. Now, except when replacing “key personnel” the Recipient and its Subrecipients and any lower-tiered level of Sub-Subrecipient, can make change related to their respective personnel without written approval. Although changes to “key personnel” do require written approval, that approval can be requested and granted simply through an e-mail communication or other form of written communication.

These Terms clarify that Recipients may be reimbursed for actual expenses incurred by new “key personnel” during the term of the Agreement, even if written approval comes after an individual begins work on the project. However, if the replacement is not approved, then the Energy Commission will not reimburse for any expenses charged for the individual. Accordingly, Recipients are strongly encouraged to obtain **advance** written approval for “key personnel” or risk not being reimbursed for their work.

Recipient must keep the CAM informed of personnel changes through monthly calls and quarterly progress reports. In addition to any other rights and remedies available to the CEC, the Energy Commission retains its authority to issue a Stop Work Order if it becomes clear that a Recipient or Subrecipient’s personnel, key or otherwise, are unable to fulfill their responsibilities under the Agreement.

Please note that the process in the Existing Terms for replacing Subrecipients and Vendors, and each tier lower of Sub-Subrecipients, may have changed. See section 7 below titled “Subrecipients and Vendors.”

D. Assignment of New Personnel to an Existing Job Classification

Existing Terms might require Recipients to submit a resume and other information to the CAM to approve before assigning new personnel to existing job classifications. The Existing Terms might also require an amendment, and that an amendment must be fully executed before new personnel can begin work on the agreement. This pre-approval is no longer required. Instead, Recipient will keep the CAM informed of personnel changes and provide any information requested by the CAM during monthly calls and/or quarterly progress reports. Please see section 5.A. below in the “Budgets and Payment of Funds” term for how direct labor rates will now be handled.

E. Promotion of Existing Personnel to an Existing Job Classification

Existing Terms might require grant recipients to execute an amendment or otherwise provide information to, and obtain approval from, the CAM before promoting existing personnel to existing job classifications. None of this is required any longer. Please see section 5.A. below in the “Budgets and Payment of Funds” term for how direct labor rates will now be handled.

5. Budgets and Payment of Funds

A. No More Capped Maximum Rates for Direct Labor and Fringe Benefits

Existing Terms typically state that rates in Exhibit B, Budget, for Direct Labor, Fringe Benefits, Indirect Costs, and Profit (for Subrecipients) are maximum rates and Recipients can invoice for actual expenses up to these capped, maximum rates.

Under These Terms, the rates in Exhibit B, Budget, for Direct Labor and Fringe Benefits are now treated as estimates and not capped rates. The Recipient can invoice at higher rates as long as it is only invoicing for actual expenditures it has made. However, the Recipient cannot invoice and be paid for more than the total amount in each Budget Category without an amendment (please see section 4.A. above in these terms), or for more than the total Agreement amount.

Please note this new flexibility only applies to rates for Direct Labor and Fringe Benefits. Except as otherwise provided in These Terms, restrictions on Indirect Costs and Profit in the Existing Terms still apply.

Please also note that rates listed in the budget are NOT “negotiated rates” that can be charged by a Recipient or Subrecipient – documentation must be made available upon request to show that the rates charged reflect actual costs incurred.

B. Options for Indirect Costs

Existing Terms typically allow grant recipients to invoice and receive reimbursement for actual Indirect Costs up to the maximum amount listed in Exhibit B, Budget. Indirect Costs are subject to audit, and recipients are required to provide backup documentation upon request proving the actual amount of their Indirect Costs. These Terms provide two additional options.

The following options may be available to any Recipient who has not yet invoiced for indirect costs at the time of this amendment. These options are not available to any Recipient that has opted not to claim indirect. A Recipient may not use these options to increase a current indirect rate on which the Recipient was scored in the application process. Once a Recipient has been reimbursed for indirect costs, they may not switch among options.

1. De Minimis Option

Under These Terms, the Recipient can elect to invoice and receive a de minimis amount at the set rate of 10% of the Modified Total of Direct Costs (MTDC) for Indirect Costs. This cannot be combined with any other Indirect Rate option.

MTDC is defined for purposes of These Terms as all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, rental costs, tuition remission, scholarships and fellowships, and the portion of each subaward in excess of \$25,000. This is the same definition used in federal grants. Keeping this the same as the federal definition should make this easy for recipients with both federal and CEC grants that elect this option.

If the Recipient chooses this de minimis option for Indirect Costs, the Recipient will not have to provide backup documentation for the de minimis amount and will not be audited on it. However, the Existing Term requirements, including for backup documentation and audits, still apply to any Indirect Costs invoiced by the Recipient and reimbursed by the CEC not utilizing the de minimis amount.

2. Defense Contract Audit Agency (DCAA) or other Federally Approved Indirect Rate

An entity that has a federally approved indirect rate from DCAA or another Federal agency may use the approved indirect rate for Energy Commission grants. A copy of the Federal agency's letter must be provided.

This rate will typically shift annually, and this shift is generally acceptable. This is the only Indirect Cost option that is not strictly subject to the max rate cap that typically applies to Indirect Costs. If the federal rate decreases from year to year, that will be a cost savings under this budget category. If the federal rate increases from year to year, this will require a budget reallocation. If the Energy Commission, in its sole discretion, determines that a budget reallocation to accommodate an increased Indirect Rate would risk the ultimate success of the project, or is otherwise not in its best interest, the Energy Commission reserves the right to either propose a smaller increase that would not risk the ultimate success of the project, or refuse to increase the Indirect Rate. For any increase the Energy Commission will not reimburse from CEC Funds, the Recipient or Subrecipient may choose to charge the increase as Match Funds.

If the Recipient chooses this option for Indirect Costs, the Recipient will not be audited on this budget category. However, the Existing Term requirements, including for backup documentation and audits, still apply to any Indirect Costs invoiced by the Recipient and reimbursed by the CEC not utilizing this option.

C. Travel and Per Diem

1. Travel not listed in Exhibit B, Budget, can be added without an amendment via CAM approval. CAM approval can come in one of two forms: written authorization from the CAM prior to the Recipient taking the trip, or through the invoice review. Outside of a budget reallocation, additional travel requests are submitted using the CEC's [Travel Form](#). Recipient understands, however, that any travel taken that is not listed in Exhibit B, the Budget, or not pre-approved by the CAM in writing, is at the Recipient's own financial risk. The CAM might not approve the trip as part of invoice review. Please note that the Recipient cannot invoice and be paid for more than the total amount in the Travel Budget Category without an amendment (please see section 4.A. above in These Terms), or for more than the total Agreement amount.
2. Existing Terms explain what recipients can invoice for and be reimbursed for travel and per diem expenses. After this Agreement is amended to include These Terms, Recipients can instead invoice and be reimbursed using the rates listed on the ECAMS Resources webpage. Because the rates maintained on the ECAMS Resources webpage can change over time, the Recipient will be allowed to be reimbursed for the rates in place when the trip expenses become an Incurred Cost. The CEC shall notify the Recipient in writing by way of the Active Agreements listserve if the travel rates change. Please sign up for the Active Agreements listserve to stay informed of all updates.
3. Lodging

The Recipient can invoice at standard room rates. The CEC will not reimburse for luxury accommodations.
4. Airfare

The Recipient can invoice at coach rates on commercial carriers. The CEC will not pay for upgrades on flights.
5. Rental Car

The Recipient can invoice for vehicles appropriate for the purpose of the travel. The CEC will not reimburse expenses for luxury vehicles.

6. Bus/Train

The Recipient can invoice for standard coach rates. The CEC will not reimburse for upgrades.

7. Per Diem

Per diem is allowable for actual costs incurred up to the total daily maximum for the following combined expenses:

- Meals
- Incidentals (i.e. tips for hotel staff and taxi/ride share drivers)
- Parking
- Tolls
- Taxi/ride share

The CEC will not reimburse any expenses under this Agreement for alcoholic beverages. In addition, the daily per diem is for the individual expenses of those traveling and working on the Agreement only. It cannot be used to pay for expenses of others (e.g., it cannot be used to buy a meal for someone else).

D. Payment Request Format

Existing Terms may list specific items the Recipient must include in its invoices. These requirements in the Existing Terms is no longer required. Instead, the CAM will provide an invoice template, and any further modifications to it, that the Recipient shall use.

E. Rounding

Under These Terms, the only exception to the CEC paying actual expenses is rounding to the nearest cent. Recipient, Subrecipients, and each lower-tiered level of Sub-Subrecipients shall round invoiced amounts to the nearest cent (\$0.01) using standard rounding, which is rounding down for \$0.000 through \$0.004, and rounding up for \$0.005 through \$0.009. Rounding cannot be used to exceed the amount in any Budget Category (see section 4.A. above in These Terms) or exceed the total Agreement amount.

F. New Certification for Payment Requests

Existing Terms may require recipients to include and sign a certain certification in its payment requests. These Terms instead require the Recipient to include and sign the certification provided by the CAM in the Invoice Template. The CAM can change this certification without amending this Agreement.

G. The CEC No Longer Must Use a Specific Dispute Notification Form to Dispute Invoices

Existing Terms may require the CEC to use a Dispute Notification Form, Std. 209 Form, or other specific form when disputing invoices. These requirements no longer apply. Under These Terms, the CEC can now dispute an invoice in any manner it chooses as long as it is provided in writing to the Recipient.

6. Incurred Costs

Existing Terms may not allow recipients to be reimbursed for Incurred Costs. Accordingly, These Terms change that and allow the CEC to reimburse the Recipient for Incurred and Paid Costs that are (1) incurred during the Agreement Term; (2) invoiced within the required timeframes of this Agreement; (3) made in accordance with the Agreement's Budget; and (4) actual and allowable expenses under this Agreement.

The Recipient shall pay ALL Incurred Costs for which it has invoiced the CEC within 14 calendar days of receiving payment under this Agreement for the Incurred Costs. For example, if the Recipient invoices the CEC and then receives payment on September 15 for an Incurred Cost of \$10,000, the Recipient shall pay the entire \$10,000 by September 29. This requirement is needed to prevent Recipient from creating long lead times for Incurred Costs (e.g., invoicing and receiving payment from the CEC but not paying for the Incurred Costs for weeks or months).

The Recipient shall only invoice the CEC for Incurred Costs the Recipient will pay within 14 calendar days of receiving payment. For example, assume the Recipient has an Incurred Cost for a piece of equipment that costs \$300,000 and will pay in three installments of \$100,000 each over three months. The Recipient shall only invoice the CEC for \$100,000 each month. The Recipient shall not invoice for the entire \$300,000 and retain the balance over the three months.

For any Incurred Costs for which the Recipient received funds from the CEC and does not pay within 14 calendar days, the Recipient shall on the very next business day after the 14 calendar days submit repayment of the unpaid amount back to the CEC. Repaid funds will be placed back into the Agreement and will be available to reimburse allowable costs in accordance with this Agreement. When making a repayment under this provision, the Recipient shall specify "Repayment of Unspent Funds under Agreement [insert agreement number]." Recipient shall remit the repayment to:

California Energy Commission
Accounting Office
715 P Street, MS-2
Sacramento, CA 95814

This repayment requirement of the Recipient is in addition to any other rights the CEC can enforce relative to this Agreement. Recipient agrees and acknowledges that time is of the essence in paying Incurred Costs and submitting repayments, and the CEC can treat the Recipient's breach of either requirement as a material breach. Recipient can contact the CAM for any questions about the logistics of making repayments.

7. Subrecipients and Vendors

Existing Terms typically only distinguish between the Recipient and any lower tier of subcontractors. But not all subcontractors are the same. Some are entrusted with significant responsibility to meet the Agreement's objectives, and others are merely suppliers of goods and services.

These Terms allow the Recipient with CAM written approval to divide subcontractors into Subrecipients and Vendors. If this distinction is not made between Subrecipients and Vendors, all entities currently deemed subcontractors will be treated as Subrecipients.

A Subrecipient is defined as a person or entity that receives grant funds directly from the Recipient and is entrusted by the Recipient to make decisions about how to conduct some of the grant's activities. A Subrecipient's role involves discretion over grant activities and is not merely just selling goods or services.

Characteristics which support the classification of the entity as a subrecipient include when the entity:

- (1) Has its performance measured in relation to whether objectives of a CEC program were met;
- (2) Has responsibility for programmatic decision-making;
- (3) Is responsible for adherence to applicable CEC program requirements specified in the CEC award agreement;
- (4) In accordance with its agreement, uses the CEC funds to carry out a program for a public purpose specified in authorizing statute, as opposed to providing goods or services for the benefit of the recipient or subrecipient; or,
- (5) Provides match share funding contributions to the CEC-funded project.

A Sub-Subrecipient has the same meaning as a Subrecipient except that it receives grant funds from a Subrecipient. There can also be further levels below of Sub-Subrecipients.

A Vendor is defined as a person or entity that sells goods or services to the Recipient, Subrecipient, or any lower-tiered level of Sub-Subrecipient, in exchange for some of the grant funds, and does not make decisions about how to perform the Agreement's activities. The Vendor's role is ministerial and does not involve discretion over Agreement activities. A vendor is an entity selected through a competitive process or is otherwise providing a product or service at a fair and reasonable price. Characteristics indicative of a procurement relationship between the Recipient, Subrecipient, and any lower-tiered level of Sub-Subrecipient and a Vendor are when the Vendor:

- (1) Provides the goods and services within normal business operations;
- (2) Provides similar goods or services to many different purchasers;

- (3) Normally operates in a competitive environment;
- (4) Provides goods or services that are ancillary to the operation of the CEC program; and
- (5) may not be subject to compliance with all of the requirements of the CEC program as a result of the agreement, though similar requirements may apply for other reasons.

A. Subrecipient and Sub-Subrecipient Flow-Down Terms

For Recipient's agreements with Subrecipients, the Recipient shall follow any flow-down requirements in the Existing Terms for subcontractors, except the Recipient does not need to include the following terms if they are not applicable to a given Subrecipient:

1. The Legal Statements on Products term does not have to be included if the Subrecipient will not generate any Products.
2. The Travel and Per Diem term does not have to be included if the Subrecipient will not be reimbursed for travel with CEC funds.
3. The Equipment term does not have to be included if the Subrecipient will not be reimbursed for equipment with CEC funds.
4. The Confidentiality term does not have to be included if the Subrecipient will not have access to or generate confidential information.

B. Vendor Requirements

The flow-down requirements in the Existing Terms either come from the CEC or the law. Recipient does not have to include any CEC-created requirements in agreements with its Vendors unless it is necessary for the Recipient to meet its obligations to the CEC under the Agreement. But the Recipient is still required to make sure the Vendor complies with all applicable laws. For example, the Recipient still must ensure any Vendor complies with applicable Public Work Requirements, including the payment of prevailing wage, and also with the Nondiscrimination clause. These are requirements under the law.

The Recipient does not have to include in its Vendor agreements CEC-created terms, such as Equipment, Confidentiality, Travel and Per Diem, Retention of Records, and Audits, if the Recipient does not need them to fulfill its obligations to the CEC. An example where the Recipient might need to include a CEC-created term in a Vendor agreement is intellectual property. The Recipient must ensure the CEC has the intellectual property rights required under this Agreement. If a Vendor creates intellectual property that the Recipient provides to the CEC as part of the Agreement, the Recipient shall ensure its Vendor agreement secures the appropriate rights.

C. Replacing Subrecipients or Vendors

Under These Terms, all changes to Subrecipients and Vendors require advance written approval by at least the Commission Agreement Manager. A higher level of approval may be required based upon Energy Commission policy. Required approvals are included in the “Changes to Grants - Level of Approval and Notification Chart” commonly referred to as the “Changes Chart.”

These Terms clarify that Recipients may be reimbursed for actual expenses incurred by a new **Vendor** during the term of the Agreement, even if written approval comes after the entity has completed work on the project. However, if the new Vendor is not approved, then the Energy Commission will not reimburse for any expenses charged for the entity. Accordingly, Recipients are strongly encouraged to obtain **advance** written approval for new Vendors or risk not being reimbursed for their work.

However, any work completed by an entity that may replace an existing **Subrecipient** WILL NOT BE REIMBURSED for any work completed prior to advance written approval. If a Subrecipient expends funds prior to approval, they can only be claimed as Match Funds.

8. Match Fund Timing

Existing Terms typically require recipients to proportionally spend match funds concurrently or in advance of CEC funds. But this timing does not always work, especially if the CEC funds are used for expensive equipment early in the project.

These Terms allow a CAM, in writing and with Supervisor approval, to authorize a Recipient to spend CEC funds in advance of Match Funds pursuant to [Match Fund Spending Plan](#). The Plan must estimate how Match Funds and CEC funds will be spent over each quarter and briefly explain why it is not practical to spend Match Funds concurrent with CEC Funds. While These Terms allow additional flexibility, the Recipient agrees to spend the agreed match funds as soon as practicable during the Agreement in order to resume proportionality between CEC funds and Match funds spent.

**Exhibit D
CONTACT LIST**

California Energy Commission	Recipient
<p>Commission Agreement Manager: David Wensil California Energy Commission 715 P Street, MS-27 Sacramento, CA 95814 Phone: (916) 776-0756 e-mail: david.wensil@energy.ca.gov</p>	<p>Project Manager: Taylor Briglio Willdan 2401 E Katella Ave, Suite 300 Anaheim, CA 92806 Phone: (323) 384-1988 Fax: e-mail: tbriglio@willdan.com</p>
<p>Confidential Deliverables/Products: California Energy Commission Contracts, Grants, and Loans Officer 715 P Street, MS-18 Sacramento, CA 95814</p>	<p>Administrator: Janelle Rau County of Mendocino 501 Low Gap Road Ukiah, CA 95482 Phone: (707) 463-4441 Fax: e-mail: rau@mendocinocounty.org</p>
<p>Invoices, Progress Reports and Non-Confidential Deliverables to: California Energy Commission Accounting Officer 715 P Street, MS-2 Sacramento, CA 95814 e-mail: invoices@energy.ca.gov</p>	<p>Accounting Officer: Xuyen Ung County of Mendocino 501 Low Gap Road Ukiah, CA 95482 Phone: (707) 234-6077 Fax: e-mail: ungx@mendocinocounty.org</p>
<p>Commission Legal Notices: Adrienne Winuk, Manager California Energy Commission Contracts, Grants and Loans Office 715 P Street, MS-18 Sacramento, CA 95814 Phone:(916) 891-8629 e-mail: adrienne.winuk@energy.ca.gov</p>	<p>Recipient Legal Notices: Janelle Rau County of Mendocino 501 Low Gap Road Ukiah, CA 95482 Phone: (707) 463-4441 Fax: e-mail: rau@mendocinocounty.org</p>

EXHIBIT E
INFORMATION PRACTICES ACT
SPECIAL TERMS AND CONDITIONS

1. Priority of these Special Terms

In the event of a conflict between these Special Terms and other terms in this Agreement, these Special Terms shall govern.

2. Recipient and All Subcontractors shall comply with the Information Practices Act

The Information Practices Act (“IPA”) is codified at California Civil Code sections 1798 et seq. Personal Information is defined in the IPA at Civil Code section 1798.3(a). Ecology Action of Santa Cruz (“Recipient”) shall comply and ensure that all of its subcontractors and project partners shall comply with the IPA relative to the activities under this Agreement. This includes but is not limited to complying with Section 1798.16 (Personal Information; maintaining sources of information) and Section 1798.17 (Notice; periodic provision; contents). For example:

- A. Sources of information. Recipient, and Recipient’s subcontractors and project partners, shall maintain a record of the source of an individual’s Personal Information in accordance with § 1798.16. Per IPA § 1798.16, this requirement does not apply if the data subject is the source of the Personal Information.
- B. Use of information. Pursuant to IPA § 1798.14, the Recipient, and Recipient’s subcontractors and project partners shall only use Personal Information for the purposes of this Agreement. Recipient, and Recipient’s subcontractors and project partners shall not disclose any Personal Information to any person or entity other than the Energy Commission and Energy Commission employees.
- C. Security. Pursuant to IPA § 1798.21, Recipient, and Recipient’s subcontractors and project partners, shall employ appropriate and reasonable safeguards to ensure the security and confidentiality of Personal Information and to protect against anticipated threats or hazards to their security or integrity which could result in any injury.
- D. Notice. On or with any form used to collect Personal Information from individuals, the Recipient, and Recipient’s subcontractors and project partners, shall provide the notice required in § 1798.17. At the time of executing this agreement, § 1798.17 requires the following:
 - (a) The name of the agency and the division within the agency that is requesting the information.
 - (b) The title, business address, and telephone number of the agency official who is responsible for the system of records and who shall, upon request, inform an individual regarding the location of his or her records and the categories of any persons who use the information in those records.
 - (c) The authority, whether granted by statute, regulation, or executive order which authorizes the maintenance of the information.
 - (d) With respect to each item of information, whether submission of such information is mandatory or voluntary.
 - (e) The consequences, if any, of not providing all or any part of the requested information.
 - (f) The principal purpose or purposes within the agency for which the information is to be used.

(g) Any known or foreseeable disclosures which may be made of the information pursuant to subdivision (e) or (f) of Section 1798.24.

(h) The individual's right of access to records containing personal information which are maintained by the agency.

3. Recipient has no Ownership or other Rights to the Personal Information

The Recipient has, and the Recipient shall ensure that its subcontractors and project partners have, no ownership, license, or other rights in Personal Information or in any form in which it is used (e.g., Products). In this regard, the Personal Information shall NOT be treated like Data, Products, Intellectual Property, or other provisions in the Agreement that may indicate that Recipient has ownership, license, or other rights.

4. Rights to Anonymized Information Derived from Personal Information

To the extent that the Recipient uses Personal Information to derive anonymized information that no longer meets the definition of Personal Information, the rights to derived anonymized information follow the rights in Exhibit C. For example, if the Recipient uses Personal Information to derive anonymized figures that are included in a Product, and the Product contains no Personal Information, the rights to the Product flow from Exhibit C, Section 6, like they do for all other Products.

5. Retention and Destruction of Personal Information

Upon the request of the Energy Commission, or upon termination of this Agreement, whichever is earlier, the Recipient and all subcontractors and project partners shall promptly deliver to the Energy Commission or destroy all Personal Information, regardless of form (e.g., written or electronic) and all copies, abstracts, media, and backups thereof, however stored in Recipient's and all of its subcontractors' and project partners' possession. No Personal Information shall remain with Recipient, its subcontractors, or its project partners upon request of the Energy Commission or after the termination of this Agreement, whichever occurs first.

6. Survival

The terms of this Exhibit shall remain in full force and effect in perpetuity.

7. Flow-down

The Recipient shall flow-down the terms in this Exhibit to its subcontractors and project partners.