

**AGREEMENT NUMBER A25-1937-S003  
BETWEEN**

**THE REGENTS OF THE UNIVERSITY OF CALIFORNIA ON BEHALF OF ITS DAVIS CAMPUS  
AND**

**COUNTY OF YOLO**

---

This Agreement is made and entered into by and between **The Regents of the University of California on Behalf of Its Davis Campus (University)**, a public institution of higher education acting for and on behalf of its Davis Campus and **County of Yolo, California (Subrecipient)**, a government agency located at 625 Court Street, Suite 102, Woodland, CA.

WHEREAS, University has received Agreement Number **EPC-24-034 (Prime Agreement)** from the California Energy Commission (**Prime Sponsor**) in support of the project entitled “Powering Yolo Forward: A Collaborative VPP Project for Demand Flexibility & Community Engagement” effective February 24, 2025;

WHEREAS, Prime Agreement provides authorization and funds for Subrecipient participation;

WHEREAS, Subrecipient has the facilities and skilled personnel necessary to pursue the objectives and fulfill the requirements of this Agreement;

WHEREAS, it is of mutual interest and benefit of University and the Subrecipient to collaborate;

WHEREAS, Subrecipient has agreed to perform the work hereunder as a collaborating Institution under a subcontract relationship.

NOW THEREFORE, University and Subrecipient mutually agree as follows:

1. **General.** The terms of this Agreement are intended to be in concert with the terms and conditions of the Prime Agreement and Subrecipient hereby agrees to be bound by the terms and conditions of the flow-through Terms and Conditions from the Prime Agreement incorporated herein as **EXHIBIT A**.
2. Subrecipient hereby agrees to be bound by the flow-through Terms and Conditions of the Prime Agreement identified in Article 16 of this Agreement. For all actions requiring Prime Sponsor’s prior approval, as identified in the Prime Agreement, Subrecipient must obtain prior written approval from University.
3. **Scope of Work.** Subrecipient shall use its best efforts to complete the tasks identified in the Scope of Work incorporated herein by reference and attached hereto as **Exhibit B**. Subrecipient shall furnish the personnel, materials, travel and services necessary to accomplish the objectives and requirements of this Agreement.
4. **Period of Performance.** The performance period of this Agreement is April 7, 2025 through March 31, 2026. The performance period will be extended annually by Amendment to this Agreement.
5. **Reports.** Subrecipient's reports shall be incorporated into University's reports which are required to be submitted to the Prime Sponsor in accordance with the terms of the Prime Agreement. All reports shall be submitted to the following contact, unless otherwise directed:

Caton Mande  
Western Cooling Efficiency Center  
215 Sage St., Suite 100  
Davis, CA 95616-8686  
cwmande@ucdavis.edu

- A. Progress Reports.** Subrecipient shall prepare reports on the schedule and in the manner and form specified in the Scope of Work, Exhibit B. Subrecipient shall prepare progress reports which summarize all activities conducted by Subrecipient for the reporting period, including an assessment of the ability to complete the project within the current budget and any anticipated cost overruns.
- D. Final Report.** Subrecipient shall prepare a final report outline, draft final report and final report on the schedule provided in the Scope of Work, Exhibit B. The final report shall describe the original purpose, approach, results and conclusions of the work one under this Agreement.

**6. Allowable Cost, Compensation, Invoices.**

- A.** For the performance of work specified herein, University shall pay those expenses, direct and indirect, incurred by Subrecipient in accordance with the attached **Subrecipient Budget**, incorporated herein as **Exhibit C**. The maximum allowable costs for this Agreement for the period specified in Article 3 above is **One Hundred Fifty Thousand US Dollars (\$150,000)**. The maximum allowable costs may be increased by Amendment to this Agreement up to the total project costs of \$400,000 as shown in Exhibit C.
- B.** Costs must be expressed in U.S. dollars using an exchange rate applicable at the time the invoice is submitted.
- C.** Subrecipient must obtain prior written approval of University's Administrative Officer to rebudget funds where prior approval is required for such rebudgeting.
- D.** Payment shall be on a cost reimbursement basis. Subrecipient shall submit monthly invoices for reimbursement of expenditures incurred; request for payment shall consist of, but not be limited to, the following:
  - i. Agreement number, date prepared, and billing period.
  - ii. Operating expenses, including equipment, travel, miscellaneous, and materials.
  - iii. A report of Match Funds expenditures (actual cash and in-kind services), if applicable.
  - iv. Fees (fringe, direct and indirect, overheads, general and administrative, profit, etc.) Identify actual and cumulative amounts by budget category.
  - v. A General Ledger copy for the invoice period.

Payment shall be made within thirty (30) days after University's receipt of payment from Prime Sponsor. Subrecipient shall use the Prime Sponsor's Invoice Template incorporated herein as **Exhibit D**. Subrecipient shall also complete with each invoice the California-based Entity certification incorporated herein as **Exhibit E**. Invoices and certification form shall be submitted to: [invoicing@ucdavis.edu](mailto:invoicing@ucdavis.edu) AND [rbriard@ucdavis.edu](mailto:rbriard@ucdavis.edu)

Ryan Briard  
215 Sage St. Suite 100  
Davis, CA 95616  
[rbriard@ucdavis.edu](mailto:rbriard@ucdavis.edu)

- E.** Subrecipient's final invoice shall be submitted to University not later than thirty (30) days after expiration or termination of this Agreement.

- F. **Match Funds.** Subrecipient shall be responsible for providing matching funds under this Agreement. The amount of matching funds committed is **\$200,000** as per the Subrecipient Budget, Attachment C.

**7. Key Personnel**

- A. The scope of work supported by this Agreement shall be under the general guidance and technical direction of University's **Caton Mande**, Principal Investigator under the Prime Agreement.
- B. Subrecipient's Principal Investigator **Ryan Pistochini** shall be responsible to the Subrecipient for the proper management and conduct of the activities hereunder. Subrecipient's Principal Investigator may be replaced only with the approval of University.
- C. All communications regarding the technical, scientific and programmatic aspects of this Agreement shall be between University's **Caton Mande** and Subrecipient's **Ryan Pistochini**.
- D. University's Administrative Officer responsible for matters of administration of the Agreement, including assistance in identification and interpretation of relevant policies and provisions, is:

Emily Phenix  
Contracts & Grants Analyst  
One Shields Avenue, Mrak Hall 4<sup>th</sup> Floor  
University of California  
Davis, California 95618  
(530) 754-7700  
FAX (530)752-0333  
[subawards@ucdavis.edu](mailto:subawards@ucdavis.edu)

- E. Subrecipient's Administrative Officer responsible for the coordination of fiscal and administrative management aspects of this Agreement is:

Ryan Pistochini  
Director of General Services  
625 Court Street, Suite 102  
Woodland, CA 95695  
[Ryan.Pistochini@yolocounty.gov](mailto:Ryan.Pistochini@yolocounty.gov)

- F. Communications and correspondence regarding the fiscal and administrative aspects of this Agreement shall be between the designated Administrative Officers.

**8. Indemnification.**

- A. University shall defend, indemnify and hold Subrecipient, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of University, its officers, agents, or employees.
- B. Subrecipient shall defend, indemnify and hold University, its officers, employees and agents harmless from and against any and all liability, loss expense (including reasonable attorneys'

fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Subrecipient, its officers, agents, or employees.

9. **Disputes.** Resolution of disputes of a technical nature shall be resolved through good faith negotiations. Any dispute arising under or related to this Agreement shall be resolved to the maximum possible extent through negotiations and settlement. Failing settlement, despite good faith efforts by both parties, any such unresolved issues shall be arbitrated in accordance with the American Arbitration Association.
10. **Termination.** University may terminate this Agreement upon thirty (30) days written notification to Subrecipient. Under such circumstances, University shall reimburse Subrecipient for non-cancelable obligations properly incurred prior to the date of notice of termination.
11. **Assignment.** Subrecipient shall not assign or transfer any responsibilities hereunder without the prior written consent of University.
12. **Alterations and Amendments.** No alteration or amendment of this Agreement shall be valid unless made by an instrument in writing, signed by authorized representatives of Subrecipient and University. No such alteration or amendment shall be construed to alter or amend any provisions of this Agreement unless expressly so stated in such written instrument.
13. **Debarment and Suspension.** Subrecipient certifies by signing this Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency.
14. **Insurance.** Subrecipient shall obtain and maintain a General Liability Insurance policy that includes coverage for bodily injury, property damage, personal and advertising injury, completed operations and contractual liability pertaining to activities performed under this agreement. The limit of liability of said policy shall not be less than \$1,000,000 per occurrence and \$2,000,000 General Aggregate. Subrecipient shall name The Regents of the University of California, its officers, agents, and employees as additional insured's under its General Liability Insurance policy. Subrecipient shall also carry and maintain Workers' Compensation Insurance as required by California state law. Provider shall furnish a certificate of insurance evidencing the foregoing coverage prior to the execution of this agreement. Certificate shall provide for advance written notice to University, in accordance with policy provisions, of any modification, change, or cancellation of any component of the insurance coverage. The name of the Certificate Holder shall be The Regents of the University of California, Office of Research, Sponsored Programs, University of California Davis, 1850 Research Park Drive, Suite 300, Davis, CA 95618.
15. **Survival.** Any provision of this Agreement intended to survive termination or expiration of the Agreement shall do so.
16. **Prime Agreement.** The following provisions of the Prime Agreement, suitably modified, are hereby incorporated herein as **Exhibit F** and carry the same force and effect as if included in full text. Any discrepancies between the Prime Agreement (i.e., the agreement between University and Prime Sponsor) and this Agreement, the Prime Agreement shall govern.
  - A. Article 3, Applicable Law
  - B. Article 4, Due Diligence
  - C. Article 6, Reports, Subparagraphs D and E
  - D. Article 7, Legal Statement on Reports and Products;
  - E. Article 10, Permits and Clearances

- F. Article 11, Equipment
- F. Article 13, Travel and Per Diem
- H. Article 14, Standard of Performance
- I. Article 16, Recordkeeping, Cost Accounting, and Auditing
- J. Article 17, Indemnification
- K. Article 18, Workers' Compensation Insurance
- L. Article 19, Confidentiality
- M. Article 20, Pre-Existing Intellectual Property, Independently Funded Intellectual Property, and Pre-Existing Data
- N. Article 21, Intellectual Property
- O. Article 22, Royalty Payments to the Energy Commission
- P. Article 24, Certifications and Compliance
- Q. Article 25, Definitions
- R. Attachment C-1

**17. Entire Agreement.** The terms and conditions contained herein and in the following attachments constitute the entire Agreement between **The Regents of the University of California on Behalf of Its Davis Campus** and **City of Davis, California**:

- Exhibit A ---** Flow-through Terms and Conditions of the Prime Agreement
- Exhibit B ---** Scope of Work
- Exhibit C --** Subrecipient Budget
- Exhibit D --** Invoice Template
- Exhibit E --** CBE Certification Form
- Exhibit F --** Prime Agreement

IN WITNESS WHEREOF, the Parties have caused this contract to be effective as of the date specified in Article III above with signatory approval of their duly authorized representatives.

**THE REGENTS OF THE  
UNIVERSITY OF CALIFORNIA ON BEHALF  
OF ITS DAVIS CAMPUS**

**COUNTY OF YOLO, CALIFORNIA**

By: \_\_\_\_\_  
**Patrick Woods, JD**

By: \_\_\_\_\_

Title: Director, Sponsored Programs Office

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

EIN: \_\_\_\_\_

## Attachment A

Subrecipient is subject to the terms and conditions included below. Where appropriate, the following modifications are made to the specific terms herein:

Wherever the terms "State" is used, "University" shall be substituted. Wherever the "University" is used, "Subrecipient" shall be substituted. Wherever the word "Agreement" is used, the word "Subaward" shall be substituted. Such substitutions shall not be made where it is clear by the context of the provision itself or the conditions under which it is being applied, that the reference is intended to refer to the State, its officers or agents, or the University specifically.

### 1. Conflict of Interest

#### A. Conflict of Interest

- 1) State intends to avoid any real or apparent conflict of interest on the part of the University, Subawardees, or employees, officers and directors of the University or Subawardee. Thus, State reserves the right to determine, in its reasonable discretion, whether any information, assertion or claim received from any source indicates the existence of a real or apparent conflict of interest; and, if a conflict is found to exist, to require the University to submit additional information or a plan for resolving the conflict, subject to State review and prior approval.
- 2) Conflicts of interest include, but are not limited to:
  - (a) An instance where the University or any of its Subawardees, or any employee, officer, or director of the University or any Subawardee receiving information in connection with the performance of services hereunder has an interest, financial or otherwise, whereby the use or disclosure of information obtained while performing such services would result in private or personal benefit.
  - (b) An instance where, in connection with the performance of services hereunder, the University's or any Subawardee's employees, officers, or directors use their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business or other ties.

#### B. Disclosure of Current and Pending Support

The University will be required to submit a completed Current and Pending Support form (Exhibit A6) to the State with its Proposal. Upon request from the State, University will submit an updated Current and Pending Support form within thirty (30) calendar days of the request from the State.

#### C. Evaluation

If either Party becomes aware of a known or suspected conflict of interest pursuant to paragraphs A or B above, the knowledgeable Party shall inform the other Party, and the University will be given an opportunity to submit additional information or to resolve the conflict. Within twenty (20) calendar days from the date of notification of the conflict, the University will provide additional information sufficient to fully evaluate the nature and effects of the potential conflict. If a conflict of interest is determined to exist by the State

in its reasonable discretion and cannot be resolved to the satisfaction of the State, the conflict will be grounds for terminating the Agreement for good cause. The State may, at its discretion upon receipt of a written request from the University, authorize an extension of the timeline indicated herein.

## **2. Confidential Information**

### **A. Protection of Personally Identifiable Information**

Except as otherwise provided by law, information or data that personally identifies an individual or individuals shall be protected in accordance with California Civil Code Sections 1798, et seq., and other relevant State or Federal statutes and regulations. The Parties shall comply with California Civil Code Sections 1798, et seq. and other relevant State or Federal statutes and regulations in safeguarding all such information or data which comes into their possession under this agreement in perpetuity, and shall not release or publish any such information or data except as permitted by law.

### **B. Confidentiality of Third Party Provided Information**

Third Parties may provide Confidential Information to the State or directly to the University for use by the University in the performance of the Scope of Work. Any such information will be defined by the State in the Scope of Work as "Third-Party Confidential Information" and requirements for treatment of such information will be set forth in Exhibit A, Scope of Work. In addition, such third party may also request a separate Confidential Nondisclosure Agreement (CNDA). If applicable, a CNDA for this purpose will be provided as Exhibit A7.

### **C. Trade Secrets**

Both Parties agree that they will not provide or make accessible to either Party any third-party Trade Secrets without first informing the receiving Party and obtaining prior written consent to accept and protect such information in perpetuity or until the information disclosed under this Agreement ceases to be a Trade Secret.

### **D. Other Confidential Information**

Any other information considered confidential by the disclosing Party will be clearly marked by the disclosing Party in writing, as "Confidential Information", and sent only to the designated representative of the receiving Party. Any confidential information conveyed orally to the receiving Party by the disclosing Party shall be followed by a written communication within fourteen (14) days that said information will be considered "Confidential Information." Neither Party will disclose Other Confidential Information unless it is necessary to the Scope of Work or is otherwise required by law. Except as required by law and/or by court order, the receiving Party will not disclose Confidential Information for a period of five (5) years from the termination of this Agreement, or such time period mutually agreed upon by both Parties. At the end of said five year period or upon request from the State, University will return or destroy Confidential Information.

The receiving Party will take all appropriate measures to protect the confidentiality of such Information to a Consultant and/or Vendor in order to fulfill the Scope of Work, the University will require the Consultant and/or Vendor to comply with terms at least as stringent as University's obligations hereunder and as required by law.

Notwithstanding any other provision in this Agreement, both Parties are subject to the California Public Records Act ("CPRA"), Government Code Section 6250 et seq.

Education Code Section 72690 applies to CSU Auxiliaries. University will advise Subawardees of these facts.

- E. **Special Conditions for Security of Confidential Information**  
University will comply with applicable State and Federal statutes and regulations and policies regarding information security. Additional legal and regulatory requirements regarding security of Confidential Information, and requirements regarding use and disposition thereof, may be provided by the State and are specified in Exhibit E.
- F. The confidentiality obligations herein do not apply to information that (i) was known to the receiving Party prior to its receipt from the disclosing Party, (ii) is independently developed by the receiving Party, or (iii) becomes available to the general public at any time through no fault of the receiving Party.

### **3. Budget Contingency**

- A. It is mutually understood between the Parties that this Agreement may have been written before ascertaining the availability of congressional or legislative appropriation of funds, for the mutual benefit of both Parties in order to avoid program and fiscal delays that would occur if this Agreement were executed after that determination was made.
- B. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government or the California State Legislature for the purpose of this program. In addition, this Agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress or the State Legislature that may affect the provisions, terms, or funding of the Agreement.
- C. It is mutually agreed that if Congress or the California State Legislature does not appropriate sufficient funds for the program, the State has the option to terminate the Agreement or to amend this Agreement to reflect any reduction in funds.

### **4. Right to Publish**

- A. Subject to any restrictions on the publication, disclosure, dissemination and use of Confidential Information or use of data set forth in this Agreement or under any applicable law, the University shall have the right to publish, disclose, disseminate and use, in whole and in part, any data and information received or developed under this Agreement.
- B. The University will provide publications, presentations and other public releases resulting from work performed under this Agreement to the State for review at least thirty (30) calendar days prior to publication and will identify the proposed recipient(s). During the first twenty (20) calendar days of such review period, the State may provide notice to the University that it intends to rebut some or all aspects of the presentation, publication or other media release. The State will then have thirty (30) calendar days from the date of notice to prepare and submit such rebuttal to the recipient(s) identified by the University. Within the review period, the State may provide feedback to the University; the University will give good faith consideration to such feedback, but has no obligation to make any changes in said material, other than the removal of any material whose disclosure is prohibited or restricted by this Agreement or by any applicable law. Any of the above referenced time periods may be modified upon agreement of both Parties. Neither Party may unreasonably deny such requests.

- C. At the State's sole discretion, the State will require the University to use one of the following disclaimers in any publication, presentation or other public release:

1) "This project was funded by the <Agency>. The contents may not necessarily reflect the official views or policies of the State of California."

2) "This project was funded by the <Agency>. The contents do not represent the official views or policies of the State of California."

D. Terms & Conditions Required for State-Funded Research Grants

The Parties shall comply with Government Code 13989 et seq, including but not limited to:

1) The University is responsible for ensuring that any publishing or copyright agreements concerning submittal of peer-reviewed manuscripts fully comply with Government Code section 13989 et seq.

2) For a peer -reviewed manuscript accepted for publication, the University shall ensure that the peer-reviewed manuscript be available no later than 12 months after the official date of publication on a publicly accessible repository approved by the State, including but not limited to:

(a) CSU Scholar Works at the Systemwide Digital Library

(<http://www.calstate.edu/library/>), or

(b) UC California Digital Library (<https://www.cdlib.org/>), or

(c) PubMed Central (<https://www.ncbi.nlm.nih.gov/pmc/>).

3) The University shall instruct the PI to report to the State the final disposition of the peer-reviewed manuscript, including but not limited to:

(a) whether it was published,

(b) where it was published,

(c) when it was published,

(d) when the 12 month period after publication expires; and

(e) where the manuscript will be available for open access.

4) The State shall retain information regarding all issued research grants that resulted in published works.

**5. Data Rights**

A. Preexisting Data of each Party that will be included as a Deliverable under this Agreement will be identified in Exhibit A4 of the Prime Agreement. Preexisting Data of the State may only be used by the University for purposes of the Scope of Work of this Agreement, unless such data is otherwise publicly available.

B. At the State's expense for actual cost of duplication and delivery, University shall deliver additional Project Data that is specifically requested by the State.

C. The State shall have the unrestricted right to use the Deliverable Data and delivered Project Data, subject to applicable use and disclosure restrictions identified in Exhibit A4 of the Prime Agreement and other provisions in this Agreement, including but not limited

to, Right to Publish, Confidential Information, Copyright, Patents and Use of Name and Publicity.

- D. The University shall have the unrestricted right to use Project Data, subject to applicable use and disclosure restrictions identified in Exhibit A4 of the Prime Agreement and other provisions in this Agreement, including but not limited to, Right to Publish, Confidential Information, Copyrights, Patents and Use of Name and Publicity.

## **6. Copyrights**

- A. All rights in copyrightable works first created by the University in the performance of the Scope of Work, Exhibit A, under this Agreement are the property of the University. Unless restricted under Exhibit A4 of the Prime Agreement, the University shall grant the state a fully paid-up, royalty-free, nonexclusive, sublicensable, irrevocable license to use, reproduce, prepare derivative works, and distribute copies of the Deliverables identified in Exhibit A1 of the Prime Agreement, to fulfill the State's government purposes.
- B. Notwithstanding the above, if the purpose of the Scope of Work is specifically to create a copyrightable work for use by the State and that fact is indicated in Exhibit A1 of the Prime Agreement, which may be amended upon mutual agreement of the Parties, then all rights in such copyrightable work will be the property of the State, subject to a reserved right for the University to use the copyrightable work for educational and research purposes and to allow other educational and nonprofit institutions to do so for educational and research purposes.
- C. Upon written request and subsequent amendment, the State may request delivery of computer software that is not identified on Exhibit A1 of the Prime Agreement, but was first created in the performance of the Scope of Work. To the extent the University is legally able to do so, University shall grant a fully paid-up, royalty-free, nonexclusive, sublicensable, irrevocable license to use, reproduce, prepare derivative works, and distribute copies, to fulfill the State's government purposes, subject to restrictions, if any, identified in Exhibit A4 of the Prime Agreement.

## **7. Audit**

The University agrees that the awarding State agency, the Department of General Services, the California State Auditor, or their designated representative shall have the right to audit and/or review, and copy any records and supporting documentation pertaining to the performance of this Agreement if it exceeds \$10,000. The University agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of record retention is stipulated in Exhibit D of the Prime Agreement. If any litigation, claim, or audit begins prior to the expiration of the retention period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.

University agrees to refund to the State any amounts claimed for reimbursement and paid to University which are later disallowed by the State after audit or inspection of records.

## 8. Payment

Costs for this Agreement shall be computed in accordance with the Generally Accepted Accounting Principles (GAAP).

### A. Expense Allowability / Fiscal Documentation

University will maintain financial records and supporting documentation of all costs incurred in the performance of this Agreement. If the State agency or State Controller's Office requires clarification of any expenditure prior to payment of an invoice, University will provide documentation of such expenditure to support its allowability. If any expenditures are disputed by the State, pending resolution, State agrees to pay all other undisputed invoiced costs.

- 1) Equipment purchases shall comply with Department of General Services State Contracting Manual (SCM) Section 7.29 – Equipment Purchases, if applicable. For the purposes of this Agreement, “damage” as used in paragraph B of SCM 7.29 – Equipment Purchases is defined as physical harm that is sustained by the equipment that prevents its functioning as designed or manufactured.
- 2) University will maintain financial documentation in accordance with Section 16, Audit.

### B. Program Income

- 1) The University shall account for Program Income related to projects funded by this Agreement on Exhibit B, Page 2.
- 2) At the discretion of the State, as identified in Exhibit B, Page 2, Program Income may be used to support total project costs, to further eligible project or research program objectives, or to finance the non-state funded portion of the project or program.
- 3) After the execution of this Agreement, if the University becomes aware of Program Income not identified in Exhibit B, University will notify the State promptly by submitting a revised Exhibit B, Page 2, Program Income, pursuant to Section 15. Prior Approval Requirements and Budget Flexibility.
- 4) Within sixty (60) days of the program event the University will provide the State with a preliminary accounting of program event revenues and expenditures. When the work under this Agreement is completed and if applicable the University will reduce the total amount of the final invoice to the State by any Program Income exceeding total project expenditures. Unless agreed to otherwise by the Parties, net revenue from this project shall be remitted by the University to the State with the final closeout or accounting of project expenditures.

## 9. Prior Approval Requirements and Budget Flexibility

### A. Prior Approval Requirements

The following changes require prior approval of the State Contract Project Manager, whether or not the change has a budgetary impact.

- 1) Change in Scope of Work
- 2) Change in Key Personnel
- 3) Inclusion of restricted use data or copyrighted works in Deliverables
- 4) Travel not included in the approved Budget

- 5) Equipment not included in the approved Budget
- 6) Computer (or theft sensitive equipment) not included in the approved Budget
- 7) Substitution or addition of Subawardees

B. Budget Flexibility

Budget revisions between identified budget categories in cost reimbursement agreements that are within the total Agreement amount, comply with the Prior Approval Requirements, above and do not change the Scope of Work or substitute Key Personnel, as defined in this Agreement, are allowed as described below:

- 1) Up to 10% of each annual budget amount or \$10,000, whichever is less, is allowed with approval of the State's Contract Project Manager, or as otherwise agreed to by the Parties and documented on Exhibit B.
- 2) Exceeding 10% or \$10,000, whichever is less, of the last approved budget require the State's Contract Project Manager's prior approval and may require a formal amendment to this Agreement. The University will submit a revised budget to the State for approval.

Budget transfers that would cause any portion of the funds to be used for purposes other than those consistent with the original intent of this Agreement are not allowed.

C. Revisions and/or changes pursuant to this Section may require a formal amendment to this Agreement.



# County of Yolo

www.yolocounty.org

To: The Chair and Members of the Board of Supervisors

Consent-General Government # 26.  
General Services

Board of Supervisors

Meeting Date: 06/25/2024  
Brief Title: CEC Grant Application  
From: Ryan Pistoichini, Director of General Services, General Services Department  
Staff Contact: Ryan Pistoichini, Director of General Services, General Services Department, x5005

Supervisorial District Impact: Countywide

### Subject

Authorize the Director of General Services to submit a letter of commitment to partner with UC Davis' grant application to the California Energy Commission's Virtual Power Plant program. (potential general fund impact) (Pistoichini)

### Recommended Action

Authorize the Director of General Services to submit a letter of commitment to partner with UC Davis' grant application to the California Energy Commission's Virtual Power Plant program.

### Strategic Plan Goal(s)



*Thriving Residents*



*Sustainable Environment*

### Reason for Recommended Action/Background

The University of California, Davis, is leading a grant application effort to submit a proposal to the California Energy Commission's Virtual Power Plant program. UC Davis proposes developing a virtual power plant that will generate 1 megawatt of power or more via demand response measures. The UC Davis Western Cooling Efficiency Center (WCEC) will lead a collaborative effort between various local government entities in Yolo County--the County government, the City of Davis, and the UC Davis Campus--to demonstrate the benefits of community-based virtual power plant (VPP) strategies. By leveraging the sizable electric loads of government buildings, this project aims to showcase the potential of community based VPPs in enhancing demand flexibility, supporting California's grid decarbonization efforts, and deliver tangible benefits to their communities. Additionally, the project will serve as an educational conduit to inform citizens about the evolving electric grid and the role of distributed energy resources (DERs) in creating a sustainable energy future.

Specifically, the County will receive the benefit of new control systems and programs that will allow the County to implement demand response strategies at key county buildings that can be controlled centrally by County staff in a targeted manner that reduces energy usage with minimal impact to County operations, while maximizing the ability to deliver carbon-reduction efforts and monetary electricity bill rebates. The County proposes to meet its in-kind contribution via contributions of staff. UCD and the City of Davis will be contributing a mix of cash and in-kind contributions to this project. Should the UCD proposal be awarded, County staff will return to this Board for formal approval of participation in the grant and commitment of the match.

### Collaborations (including Board advisory groups and external partner agencies)

The University of California, Davis is leading the collaboration effort between the County and the City of Davis. UCD has also approached Valley Clean Energy for their support as well.

### Fiscal Information

Potential fiscal impact (see notes in explanation section below)

Fiscal Impact of this Expenditure

Total cost of recommended action	\$200,000
Amount budgeted for expenditure	\$0
Additional expenditure authority needed	\$0
One-time commitment	Yes

Source of Funds for this Expenditure

Facilities Fees	\$200,000
-----------------	-----------

Further explanation as needed

The final funding mix for the County in-kind match will be determined at the time of grant award, should this application be selected. While existing Facilities staff will be involved in this project and contribute to the in-kind match, there may be a need for additional staffing resources or contractual support, which may have a potential general fund impact. In exchange for the County's \$200,000 in-kind match, the UCD proposes allocating \$400,000 of the grant to the County to manage the VPP program on County sites. The County's match will be distributed across four years, in \$50,000 increments.

---

**Attachments**

Att. A. Letter

---

**Form Review**

**Inbox**

Ryan Pistochini (Originator)  
Financial Services  
County Counsel  
Cindy Perez  
Form Started By: Ryan Pistochini  
Final Approval Date: 06/18/2024

**Reviewed By**

Ryan Pistochini  
David Estrada  
Hope Welton  
Cindy Perez

**Date**

06/17/2024 02:58 PM  
06/18/2024 02:28 PM  
06/18/2024 02:35 PM  
06/18/2024 03:17 PM  
Started On: 06/07/2024 06:14 PM

## 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. Travel Form required for all travel included on an invoice
- **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>

# PROPOSAL BUDGET

## Category Budget

<b>Grant Funding Number</b>	GFO-23-309		
<b>Name of Organization</b>	Yolo County Department of General Services		
Subrecipient			
Select your organization's California Business Certifications			
Cost Category	CEC Share	Match Share	Total
Direct Labor	\$ 216,000	\$ 106,370	\$ 322,370
Fringe Benefits	\$ 147,636	\$ 75,448	\$ 223,084
<b>Total Labor</b>	<b>\$ 363,636</b>	<b>\$ 181,818</b>	<b>\$ 545,454</b>
Travel	\$ -	\$ -	\$ -
Equipment	\$ -	\$ -	\$ -
Materials/Miscellaneous	\$ -	\$ -	\$ -
Subrecipients/Vendors	\$ -	\$ -	\$ -
<b>Total Other Direct Costs</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
Indirect Costs	\$ 36,364	\$ 18,182	\$ 54,546
Profit (not allowed for grant recipients)	\$ -	\$ -	\$ -
<b>Total Indirect and Profit</b>	<b>\$ 36,364</b>	<b>\$ 18,182</b>	<b>\$ 54,546</b>
<b>Grand Totals</b>	<b>\$ 400,000</b>	<b>\$ 200,000</b>	<b>\$ 600,000</b>
<b>Total CEC Reimbursable Funds Spent in California</b>	<b>\$ -</b>		
<b>Percentage of CEC Reimbursable Funds Spent in California</b>			

# PROPOSAL BUDGET

## Direct Labor (Unloaded)

### GFO-23-309: Yolo County Department of General Services

Hourly Rates						
Job Classification	Highest Estimated Labor Rate (\$ per hour)	# of Hours	Rate x Hours	CEC Share	Match Share	Total
Building Craftsmechanic I/II/III	\$ 40.00	768.00	\$ 30,720	\$ -	\$ 30,720	\$ 30,720
	\$ -	0.00	\$ -	\$ -	\$ -	\$ -
	\$ -	0.00	\$ -	\$ -	\$ -	\$ -
	\$ -	0.00	\$ -	\$ -	\$ -	\$ -
	\$ -	0.00	\$ -	\$ -	\$ -	\$ -
	\$ -	0.00	\$ -	\$ -	\$ -	\$ -
	\$ -	0.00	\$ -	\$ -	\$ -	\$ -
	\$ -	0.00	\$ -	\$ -	\$ -	\$ -
	\$ -	0.00	\$ -	\$ -	\$ -	\$ -
	\$ -	0.00	\$ -	\$ -	\$ -	\$ -
	\$ -	0.00	\$ -	\$ -	\$ -	\$ -
<b>Hourly Direct Labor Totals</b>				<b>\$ -</b>	<b>\$ 30,720</b>	<b>\$ 30,720</b>

Monthly Salary Rates						
Job Classification	Highest Estimated Labor Rate (\$ per month)	# of Months	Rate x Months	CEC Share	Match Share	Total
Director of General Services	\$ 16,361.00	3.00	\$ 49,083	\$ -	\$ 49,083	\$ 49,083
Energy Manager	\$ 12,205.00	23.60	\$ 288,000	\$ 216,000		\$ 216,000
Facilities Superintendent	\$ 9,080.00	2.93	\$ 26,567	\$ -	\$ 26,567	\$ 26,567
	\$ -	0.00	\$ -	\$ -	\$ -	\$ -

	\$ -	0.00	\$ -	\$ -	\$ -	\$ -
	\$ -	0.00	\$ -	\$ -	\$ -	\$ -
	\$ -	0.00	\$ -	\$ -	\$ -	\$ -
	\$ -	0.00	\$ -	\$ -	\$ -	\$ -
	\$ -	0.00	\$ -	\$ -	\$ -	\$ -
	\$ -	0.00	\$ -	\$ -	\$ -	\$ -
<b>Monthly Direct Labor Totals</b>				<b>\$ 216,000</b>	<b>\$ 75,650</b>	<b>\$ 291,650</b>

<b>Direct Labor Grand Totals</b>			
	<b>CEC Share</b>	<b>Match Share</b>	<b>Total</b>
<b>Grand Totals</b>	<b>\$ 216,000</b>	<b>\$ 106,370</b>	<b>\$ 322,370</b>

# PROPOSAL BUDGET

## Fringe Benefits

### GFO-23-309: Yolo County Department of General Services

Job Classification	Highest Estimated Fringe Benefit Rate (%)	Direct Labor Costs (\$)	Rate x Costs	CEC Share	Match Share	Total
Building Craftsmechanic I/II/III	79.35%	\$ 30,720	\$ 24,376	-	\$ 24,376	\$ 24,376
Director of General Services	64.35%	\$ 49,083	\$ 31,585	-	\$ 31,585	\$ 31,585
Energy Manager	68.35%	\$ 216,000	\$ 147,636	\$ 147,636	-	\$ 147,636
Facilities Superintendent	73.35%	\$ 26,567	\$ 19,487	-	\$ 19,487	\$ 19,487
	0.00%	0%	\$ -	-	\$ -	\$ -
	0.00%	0%	\$ -	-	\$ -	\$ -
	0.00%	0%	\$ -	-	\$ -	\$ -
	0.00%	0%	\$ -	-	\$ -	\$ -
	0.00%	\$ -	\$ -	-	\$ -	\$ -
	0.00%	\$ -	\$ -	-	\$ -	\$ -
<b>Grand Totals</b>		<b>\$ 322,370</b>	<b>\$ 223,084</b>	<b>\$ 147,636</b>	<b>\$ 75,448</b>	<b>\$ 223,084</b>

**PROPOSAL BUDGET**

**Travel**

**GFO-23-309: Yolo County Department of General Services**

Reference ID	Task #	Traveler Name and Job Classification	Dates of Travel (From/To)	Departure and Destination	Trip Purpose	CEC Share	Match Share	Total
T-1						\$ -	\$ -	\$ -
T-2						\$ -	\$ -	\$ -
T-3						\$ -	\$ -	\$ -
T-4						\$ -	\$ -	\$ -
T-5						\$ -	\$ -	\$ -
T-6						\$ -	\$ -	\$ -
T-7						\$ -	\$ -	\$ -
T-8						\$ -	\$ -	\$ -
T-9						\$ -	\$ -	\$ -
T-10						\$ -	\$ -	\$ -
<b>Grand Totals</b>						\$ -	\$ -	\$ -

**PROPOSAL BUDGET**

**Equipment**

**GFO-23-309: Yolo County Department of General Services**

Reference ID	Task #	Seller of item(s)	Description	Purpose	# of Units	Unit Cost	Total: # of Units x Unit Cost	CEC Share	Match Share	Total
E-1					0.00	\$ -	\$ -	\$ -	\$ -	\$ -
E-2					0.00	\$ -	\$ -	\$ -	\$ -	\$ -
E-3					0.00	\$ -	\$ -	\$ -	\$ -	\$ -
E-4					0.00	\$ -	\$ -	\$ -	\$ -	\$ -
E-5					0.00	\$ -	\$ -	\$ -	\$ -	\$ -
E-6					0.00	\$ -	\$ -	\$ -	\$ -	\$ -
E-7					0.00	\$ -	\$ -	\$ -	\$ -	\$ -
E-8					0.00	\$ -	\$ -	\$ -	\$ -	\$ -
E-9					0.00	\$ -	\$ -	\$ -	\$ -	\$ -
E-10					0.00	\$ -	\$ -	\$ -	\$ -	\$ -
							<b>Grand Totals</b>	\$ -	\$ -	\$ -

**PROPOSAL BUDGET**

**Materials & Miscellaneous**

**GFO-23-309: Yolo County Department of General Services**

Reference ID	Task #	Seller of item(s)	Description	Purpose	# of Units	Unit Cost	Total: # of Units x Unit Cost	CEC Share	Match Share	Total
M-1					0.00	\$ -	\$ -	\$ -	\$ -	\$ -
M-2					0.00	\$ -	\$ -	\$ -	\$ -	\$ -
M-3					0.00	\$ -	\$ -	\$ -	\$ -	\$ -
M-4					0.00	\$ -	\$ -	\$ -	\$ -	\$ -
M-5					0.00	\$ -	\$ -	\$ -	\$ -	\$ -
M-6					0.00	\$ -	\$ -	\$ -	\$ -	\$ -
M-7					0.00	\$ -	\$ -	\$ -	\$ -	\$ -
M-8					0.00	\$ -	\$ -	\$ -	\$ -	\$ -
M-9					0.00	\$ -	\$ -	\$ -	\$ -	\$ -
M-10					0.00	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Grand Totals</b>								\$ -	\$ -	\$ -

**PROPOSAL BUDGET**

**Subrecipients & Vendors**

**GFO-23-309: Yolo County Department of General Services**

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
S-1					Select your organization's California Business Certifications	\$ -	\$ -	\$ -
S-2						\$ -	\$ -	\$ -
S-3						\$ -	\$ -	\$ -
S-4						\$ -	\$ -	\$ -
S-5						\$ -	\$ -	\$ -
S-6						\$ -	\$ -	\$ -
S-7						\$ -	\$ -	\$ -
S-8						\$ -	\$ -	\$ -
S-9						\$ -	\$ -	\$ -
S-10						\$ -	\$ -	\$ -
<b>Subrecipient Totals</b>						\$ -	\$ -	\$ -

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
V-1					Select your organization's California Business Certifications	\$ -	\$ -	\$ -
V-2					None	\$ -	\$ -	\$ -
V-3					None	\$ -	\$ -	\$ -
V-4					None	\$ -	\$ -	\$ -
V-5					None	\$ -	\$ -	\$ -
V-6					None	\$ -	\$ -	\$ -
V-7					None	\$ -	\$ -	\$ -
V-8					None	\$ -	\$ -	\$ -
V-9					None	\$ -	\$ -	\$ -
V-10					None	\$ -	\$ -	\$ -
<b>Vendor Totals</b>						\$ -	\$ -	\$ -

Subrecipients & Vendors Grand Totals								
						CEC Share	Match Share	Total

	<b>Grand Totals</b>	\$	-	\$	-	\$	-
--	---------------------	----	---	----	---	----	---

**PROPOSAL BUDGET**

**Indirect Costs and Profit**

GFO-23-309: Yolo County Department of General Services

Recipient's Rate (From Cost Allocation Plan)

Indirect Cost(s)											
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
Indirect Cost	Direct Labor	\$ 216,000	\$ 106,370	\$ 363,636	\$ 181,818	\$ 545,454	10.00%	\$ 54,545	\$ 36,364	\$ 18,182	\$ 54,546
	Fringe Benefits	\$ 147,636	\$ 75,448								
	Travel	\$ -	\$ -								
	Equipment	\$ -	\$ -								
	Materials/Misc.	\$ -	\$ -								
	Subrecipients/Vendors	\$ -	\$ -								
	Indirect Cost	\$ -	\$ -								
	Direct Labor	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -	\$ -
	Fringe Benefits	\$ -	\$ -								
	Travel	\$ -	\$ -								
	Equipment	\$ -	\$ -								
	Materials/Misc.	\$ -	\$ -								
	Subrecipients/Vendors	\$ -	\$ -								
	Indirect Cost	\$ -	\$ -								
	Direct Labor	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -	\$ -
	Fringe Benefits	\$ -	\$ -								
	Travel	\$ -	\$ -								
	Equipment	\$ -	\$ -								
	Materials/Misc.	\$ -	\$ -								
	Subrecipients/Vendors	\$ -	\$ -								
	Indirect Cost	\$ -	\$ -								
	Direct Labor	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -	\$ -
	Fringe Benefits	\$ -	\$ -								
	Travel	\$ -	\$ -								
	Equipment	\$ -	\$ -								
	Materials/Misc.	\$ -	\$ -								
	Subrecipients/Vendors	\$ -	\$ -								
	Indirect Cost	\$ -	\$ -								
	Direct Labor	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -	\$ -
	Fringe Benefits	\$ -	\$ -								
	Travel	\$ -	\$ -								
	Equipment	\$ -	\$ -								
	Materials/Misc.	\$ -	\$ -								
	Subrecipients/Vendors	\$ -	\$ -								
	Indirect Cost	\$ -	\$ -								
<b>Indirect Costs Grand Totals</b>									<b>\$ 36,364</b>	<b>\$ 18,182</b>	<b>\$ 54,546</b>

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
Direct Labor	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -	\$ -
Fringe Benefits	\$ -	\$ -								
Travel	\$ -	\$ -								
Equipment	\$ -	\$ -								
Materials/Misc.	\$ -	\$ -								
Subrecipients/Vendors	\$ -	\$ -								
Indirect Cost	\$ -	\$ -								
<b>Profit Grand Totals</b>								<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

**Worksheet Specific Instructions**

**CONDITIONAL FORMATTING APPLIED:** If the CEC Share value is greater than the Total IDC Base CEC Share (\$) multiplied by the IDC Rate (%), 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 (\$) multiplied by the Profit Rate (%), 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.

<b>Item</b>	<b>Justification</b>
<b>Personnel</b>	
Ryan Pistochni, Director of General Services	The Yolo County Director of General Services is responsible for the operations of all County government facilities that are a part of this project, including overseeing and directing the County's facilities maintenance staff.
Energy Manager	Under the direction of the Director of General Services, is responsible to oversee the County facilities energy use, develop and monitor energy efficiency, demand response, and distributed generation solutions to contribute to the County's Climate Action Plan goals.
Facilities Superintendent	This is a management position that responsible for overseeing the operations, maintenance, improvements, and repair of County facilities. In this grant proposal, the superintendent will be monitoring the performance of building systems, and coordinating facility staff actions in preparation for and during demand response events.
Building Craftsmechanic I/II/III	The Building Craftsmechanic series consists of three job classifications defined by experience, skill, and increasingly complex duties. The Building Craftsmechanics (BCMs) perform facility maintenance, repair, and improvements of County facilities. In this grant proposal, the BCMs will be performing or supervising any changes to the physical controllers, sensors, and mechanical equipment at buildings participating in this grant program.
<b>Fringe Benefits</b>	The County's fringe benefits includes contribution to CalPERS (the State retirement pension system), federally mandatory contributions to social security and medicare programs, county contracted employee health/dental/vision/life insurance plans, and contributions to other post-employment retirement benefits.
<b>Indirect Cost</b>	A 10% administrative overhead cost is included. This is the de minimis rate.
<b>Indirect Cost</b>	

## Energy Commission Grant Invoice

**Recipient Name:** \_\_\_\_\_  
**Agreement Number:** \_\_\_\_\_  
**Invoice Number:** \_\_\_\_\_  
**Period covered by this request:** \_\_\_\_\_

### Energy Commission Reimbursable

Category	Agreement Reimbursable Budget	Reimbursable Expenses This Period	Cumulative Expenses Billed to Date	% of Reimbursable Spent to Date	Reimbursable Balance
Direct Labor	\$ 1.00			0.0%	\$ 1.00
Fringe Benefits	\$ 1.00			0.0%	\$ 1.00
Travel		\$ -	\$ -		\$ -
Equipment		\$ -	\$ -		\$ -
Materials/Misc.				#DIV/0!	\$ -
Subcontractors	\$ 1.00	\$ -	\$ -		\$ 1.00
Indirect Costs	\$ 1.00			0.0%	\$ 1.00
<b>Total</b>	<b>\$ 4.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.0%</b>	<b>\$ 4.00</b>

### Match Share

Category	Agreement Match Share Budget	Match Share Expenses This Period	Cumulative Match Share Spent to Date	% of Match Spent to Date	Match Balance
Direct Labor				#DIV/0!	\$ -
Fringe Benefits				#DIV/0!	\$ -
Travel	\$ -	\$ -	\$ -		\$ -
Equipment	\$ -	\$ -	\$ -		\$ -
Materials/Misc.	\$ -	\$ -	\$ -		\$ -
Subcontractors		\$ -	\$ -	#DIV/0!	\$ -
Indirect Costs				#DIV/0!	\$ -
<b>Total</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>#DIV/0!</b>	<b>\$ -</b>

<b>Grand Totals</b>	<b>\$ 4.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.0%</b>	
---------------------	----------------	-------------	-------------	-------------	--

<b>Reimbursement Total This Period</b>	<b>\$ -</b>
<b>Retention Amount:</b>	<b>\$ -</b>
<b>Total To Be Paid This Invoice:</b>	<b>\$ -</b>

Retention Release Invoice  
 Retention Release Amount: \$ -  
 Final Invoice

**Certification**

I certify under penalty of perjury that this invoice is accurate, correct, and proper for payment in all respects, 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. I further certify under penalty of perjury that I have carefully reviewed the terms and conditions for this Agreement and have determined that, for work covered by this invoice, the Contractor/Recipient and all subcontractors have complied with all Agreement terms, including the requirement of compliance with public works and prevailing wage laws, which when applicable require the payment of prevailing wages to eligible workers.

\_\_\_\_\_  
 Signature of Authorized Representative      Date

For Energy Commission Use Only

\_\_\_\_\_  
 Commission Agreement Manager      Date      \_\_\_\_\_  
 Contracts, Grants & Loans Office      Date

# Energy Commission Grant Invoice

Agreement Number:	0
Invoice Number:	0
Period covered by this request:	0

## Energy Commission Reimbursable Subcontractors Summary

Subcontractor Name	Subcontractor Agreement Reimbursable Budget	Subcontractor Reimbursement Request This Period	Subcontractor Cumulative Expenses Billed to Date	Subcontractor Business Certifications (MB/SB/DVBE/None)	Subcontractor Reimbursable Balance
	\$ 36,500.00	\$ -	\$ -		\$ -
		\$ -	\$ -		\$ -
	\$ -	\$ -	\$ -		\$ -
	\$ -	\$ -	\$ -		\$ -
	\$ -	\$ -	\$ -		\$ -
	\$ -	\$ -	\$ -		\$ -
	\$ -	\$ -	\$ -		\$ -
	\$ -	\$ -	\$ -		\$ -
	\$ -	\$ -	\$ -		\$ -
	\$ -	\$ -	\$ -		\$ -
	\$ -	\$ -	\$ -		\$ -
	\$ -	\$ -	\$ -		\$ -
	\$ -	\$ -	\$ -		\$ -
	\$ -	\$ -	\$ -		\$ -
<b>Total</b>	\$ 36,500.00	\$ -	\$ -		\$ -

## Match Share Subcontractors Summary

Subcontractor Name	Subcontractor Agreement Match Share Budget	Subcontractor Match Share Expenses This Period	Subcontractor Cumulative Match Share Spent to Date	Subcontractor Business Certifications (MB/SB/DVBE/None)	Subcontractor Match Balance
		\$ -	\$ -		\$ -
	\$ -	\$ -	\$ -		\$ -
	\$ -	\$ -	\$ -		\$ -
	\$ -	\$ -	\$ -		\$ -
	\$ -	\$ -	\$ -		\$ -
	\$ -	\$ -	\$ -		\$ -
	\$ -	\$ -	\$ -		\$ -
	\$ -	\$ -	\$ -		\$ -
	\$ -	\$ -	\$ -		\$ -
	\$ -	\$ -	\$ -		\$ -
	\$ -	\$ -	\$ -		\$ -
	\$ -	\$ -	\$ -		\$ -
	\$ -	\$ -	\$ -		\$ -
<b>Total</b>	\$ -	\$ -	\$ -		\$ -

**Total Energy Commission Reimbursable Funds Spent in California and Total Energy Commission Reimbursable Funds to California-Based Entities**

**Section I - Agreement Information**

Recipient/Contractor Name:	
Agreement Title:	
Agreement Number:	
Work Authorization Number (if applicable)	
Agreement Term:	
Invoice Number:	
Billing Period:	
Amount of Payment Request	

**Section II - Funds Spent in California (EPIC and Natural Gas Research Funded Projects)**

Invoice Number	TOTAL Energy Commission Reimbursable Funds Gross Invoice (including retention)	TOTAL Energy Commission Reimbursable Funds Spent in CA Gross Invoice (including retention)	TOTAL Energy Commission Reimbursable Funds Spent in CA Gross Invoice Cumulative
01	\$0.00	\$0.00	\$0.00
02	\$0.00	\$0.00	\$0.00
03	\$0.00	\$0.00	\$0.00
04	\$0.00	\$0.00	\$0.00
05	\$0.00	\$0.00	\$0.00
06	\$0.00	\$0.00	\$0.00
07	\$0.00	\$0.00	\$0.00
<b>TOTAL</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

**Budget Amounts from the Agreement:**

Energy Commission Reimbursable Budget Amount (Category Budget)	\$0.00
Committed Amount of Energy Commission Reimbursable Funds Spent in California (Category Budget)	\$0.00
Committed Percentage of Energy Commission Reimbursable Funds Spent in California (Category Budget)	0.00%

**Actual Invoice Expenditures:**

Total Amount of Actual Energy Commission Reimbursable Funds spent in California to date (including this invoice)	\$0.00
Percentage of Actual Energy Commission Reimbursable Funds spent in California vs Cumulative Total Invoiced to Date	0.00%

**Section III - Funds to California Based Entities (CBE) - (Natural Gas Research Funded Projects Only)**

Invoice Number	TOTAL Energy Commission Reimbursable Funds Gross Invoice (including retention)	TOTAL Energy Commission Reimbursable Funds Spent with CBEs Gross Invoice (including retention)	TOTAL Energy Commission Reimbursable Funds Spent with CBEs Gross Invoice Cumulative
01	\$0.00	\$0.00	\$0.00
02	\$0.00	\$0.00	\$0.00
03	\$0.00	\$0.00	\$0.00
04	\$0.00	\$0.00	\$0.00
05	\$0.00	\$0.00	\$0.00
06	\$0.00	\$0.00	\$0.00
07	\$0.00	\$0.00	\$0.00
<b>TOTAL</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

**Budget Amounts from the Agreement:**

Energy Commission Reimbursable Budget Amount (Category Budget)	\$0.00
Committed Amount of Energy Commission Reimbursable Funds Spent with California Based Entities(Category Budget)	\$0.00
Committed Percentage of Energy Commission Reimbursable Funds Spent with California Based Entities (Category Budget)	0.00%

**Actual Invoice Expenditures:**

Cumulative Amount of Actual Energy Commission Reimbursable Funds spent with California Based Entities to date (including this invoice)	\$0.00
Percentage of Actual Energy Commission Reimbursable Funds spent with California Based Entities vs Cumulative Total Invoiced to Date	0.00%

**Section IV - Certification**

This document follows the request(s) for payment cited above, and certifies by invoice number the California Energy Commission funds spent in California and by California-Based Entities, if applicable. The information is true and correct to the best of my knowledge and based on Recipient's/Contractor's financial records. **I understand that potential consequences for not meeting these committed percentages in the Agreement budget may include agreement termination and restitution of funds back to the Energy Commission.**

Signature of Recipient's or Contractor's Project Manager or designee:

\_\_\_\_\_  
 [Signature and Title Here] [Date]

Signature of Authorized Agent: \_\_\_\_\_  
 [Signature and Title Here] [Date]



RECIPIENT <b>The Regents of the University of California, on behalf of its Davis campus.</b>	AGREEMENT NUMBER <p style="text-align: center;"><b>EPC-24-034</b></p>
ADDRESS 1 Shields Ave., Mrak Hall 4F Davis, CA 95616-5270	AGREEMENT TERM <p style="text-align: center;"><b>02/24/2025 to 03/29/2030</b></p> 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.

<b>Exhibit A – Scope of Work</b>	Page(s): 28
Exhibit A-1 – Project Schedule	Page(s): 2
<b>Exhibit B – Agreement Budget (Prime) University of California, Davis</b>	Page(s): 12
Exhibit B-1a City of Davis City Manager's Office	Page(s): 15
Exhibit B-1b Olivine Inc.	Page(s): 11
Exhibit B-1c TRC Engineers, Inc.	Page(s): 15
Exhibit B-1d Yolo County Department of General Services	Page(s): 15
<b>Exhibit C – General Terms and Conditions</b>	Page(s): 35
Exhibit C-1 – Confidential Products and Intellectual Property	Page(s): 5
<b>Exhibit D - Contacts</b>	Page(s): 1
<b>Exhibit E Special Terms and Conditions INSOLVENCY, BANKRUPTCY RECEIVERSHIP</b>	Page(s): 1

REIMBURSABLE AMOUNT <b>\$ 5,000,000</b>
MINIMUM MATCH SHARE REQUIRED <b>\$ 1,006,559</b>
TOTAL OF REIMBURSABLE AMOUNT AND MINIMUM MATCH <b>\$ 6,006,559</b>

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

<b>CALIFORNIA ENERGY COMMISSION</b>		<b>RECIPIENT</b>	
AUTHORIZED SIGNATURE  <i>Tatyana Yakshina</i>	DATE 4/7/2025	AUTHORIZED SIGNATURE  <i>Denise Ehlen</i>	DATE 4/3/2025
NAME Tatyana Yakshina		NAME Denise Ehlen	
TITLE Contracts, Grants, and Loans Office Manager		TITLE Executive Associate Vice Chancellor for Research	
CALIFORNIA ENERGY COMMISSION ADDRESS 715 P Street, MS-18, Sacramento, CA 95814			

**Exhibit A**  
**Scope of Work**  
**The Regents of the University of California**  
**on behalf of the Davis campus**

**I. TASK ACRONYM/TERM LISTS**

**A. Task List**

Task #	CPR <sup>1</sup>	Task Name
1		General Project Tasks
2		Education and community outreach
3	X	Enrollment of Assets for Community VPP Participation
4		SPARC-DR for RTUs
5		SPARC-DR for Chiller Plants
6	X	Community VPP Demonstration
7		Evaluation of Project Benefits
8		Technology/Knowledge Transfer Activities

**B. Acronym/Term List**

Acronym/Term	Meaning
API	Application Programming Interface
CAM	Commission Agreement Manager
CAO	Commission Agreement Officer
CEC	California Energy Commission
CPR	Critical Project Review
DER	Distributed Energy Resource
DERMS	Distributed Energy Resource Management System
MPC	Model Predictive Control
RTU	Rooftop Unit
SPARC-DR	Scalable Predictive Automated Real-time Control for Demand Response
TAC	Technical Advisory Committee
UCD	University of California, Davis
VPP	Virtual Power Plant
WCEC	Western Cooling Efficiency Center

**II. PURPOSE OF AGREEMENT, PROBLEM/SOLUTION STATEMENT, AND GOALS AND OBJECTIVES**

**A. Purpose of Agreement**

The Recipient will lead this effort to create a community-based virtual power plant (Community VPP) as a collaborative initiative among three public entities in Yolo County: the Yolo County government, the City of Davis government, and the University of California, Davis (UCD) campus, along with an established VPP operator. The VPP will manage cooling demand at the community level, which accounts for about 50% of California’s peak electrical demand on hot summer days.

---

<sup>1</sup> Please see subtask 1.3 in Part III of the Scope of Work (General Project Tasks) for a description of Critical Project Review (CPR) Meetings.

**Exhibit A**  
**Scope of Work**  
**The Regents of the University of California**  
**on behalf of the Davis campus**

**B. Problem/ Solution Statement**

**Problem**

Cooling demand is expected to increase as climate change results in more severe heat waves in California. The goal of this project is to develop, demonstrate, and disseminate a Community VPP that can be used as a model and scaled to similar communities in California. VPPs have the potential to support rapid electrification in California by shifting the focus of grid development from increasing generation capacity and improving infrastructure to recruiting grid participants to manage existing distributed energy resources (DERs). The Department of Energy estimates that by 2035, power capacity will need to be increased by 400 GW to meet peak demand and renewable energy targets. VPPs can reduce the increased capacity required by aggregating curtailable loads. However, their impact is limited by their use of one-way communications and rule-based control methods that do not optimize the operation of specific types of cooling systems. Additionally, large-scale aggregation does not take into consideration the specific dynamics of the localized grid.

**Solution**

This project will create, demonstrate, and disseminate a Community VPP that can be used as a model and scaled to similar communities in California. We will develop a scalable predictive automated real-time control for demand response (SPARC-DR) platform with two-way VPP communication. SPARC-DR will manage the electrical demand of cooling systems for commercial buildings to provide VPP benefits while maintaining occupant comfort and require minimal consumer engagement during operation. Community VPP is a local project with statewide impact. We will leverage the UCD campus' expertise in sustainability to educate local government leaders who will in turn share knowledge with their peers across the state.

**C. Goals and Objectives of the Agreement**

**Agreement Goals**

The goals of this Agreement are to:

- Develop and evaluate a community-based VPP capable of delivering 2 - 10 MW of load reduction capacity during the utility's annual peak demand hour.
- Reduce net energy costs for government and university entities by optimizing energy use and participating in demand response programs using the VPP.
- Increase community awareness of the changing electric grid, the role of DERs, and the importance of grid sustainability.
- Develop a scalable methodology for a VPP that may be adopted by other government entities to contribute to broader decarbonization efforts.

**Ratepayer Benefits:**<sup>2</sup> This Agreement will result in the ratepayer benefits of greater electricity reliability and lower costs by reducing the operation of VPP assets during peak grid demand hours. Shifting load out of these hours will directly result in reduced electricity cost for the ratepayers enrolled in the VPP. Peak load reduction smooths the electricity demand curve,

---

<sup>2</sup> California Public Resources Code, Section 25711.5(a) requires projects funded by the Electric Program Investment Charge (EPIC) to result in ratepayer benefits. The California Public Utilities Commission, which established the EPIC in 2011, defines ratepayer benefits as greater reliability, lower costs, and increased safety (See CPUC "Phase 2" Decision 12-05-037 at page 19, May 24, 2012, [http://docs.cpuc.ca.gov/PublishedDocs/WORD\\_PDF/FINAL\\_DECISION/167664.PDF](http://docs.cpuc.ca.gov/PublishedDocs/WORD_PDF/FINAL_DECISION/167664.PDF)).

**Exhibit A**  
**Scope of Work**  
**The Regents of the University of California**  
**on behalf of the Davis campus**

reducing reliance on fossil-fueled peaker plants and thereby lowering GHG emissions. Additionally, the introduction of the VPP improves grid stability and reliability. The benefits of lower GHG emissions and a more stable grid extend to all ratepayers, not just those directly enrolled in the VPP.

Technological Advancement and Breakthroughs:<sup>3</sup> This Agreement will lead to technological advancement and breakthroughs to overcome barriers to the achievement of the State of California's statutory energy goals by developing advanced control strategies using model predictive control (MPC) for optimizing the operation of assets enrolled in Community VPP and the SPARC-DR platform. SPARC-DR will enable the rapid and scalable setup and configuration of assets enrolled in the Community VPP and two-way communication with the VPP operator. The main advancement of SPARC-DR is that the MPC automatically controls cooling system operation based on occupant comfort requirements, equipment and building information, and external factors (weather, electricity cost, GHG emission, and DR events).

Additionally, the team will develop educational programs and materials to inform project stakeholders and the broader community about VPPs and distributed energy resources (DERs), their role in helping California reach its grid decarbonization goals, and how progress towards those goals benefits the community. UCD campus, City of Davis, and Yolo County leaders will "lead by example" and share their experiences with counterparts at other campuses and municipal governments throughout California through conferences and workshops.

**Agreement Objectives**

The objectives of this Agreement are to:

1. Develop VPP technology for cooling load management: The team will develop technology to manage the electrical demand of cooling systems for commercial buildings to provide VPP benefits while maintaining occupant comfort. The team will design and implement two-way communications with the VPP, sharing equipment-level information about the VPP assets to improve decision making. The two-way communication and operation of the VPP assets will be managed by the SPARC-DR platform, to be developed as an extension of the automated and predictive control framework and platform that WCEC developed for residential heat pumps under EPC-19-015.
2. Implement Community VPP demonstration: Community VPP will reduce load across the UCD campus, City of Davis, and Yolo County by 2 to 10 MW during the annual peak demand hour.
3. Implement community education and outreach: The team will develop educational programs and materials to inform project stakeholders and the broader community about VPPs and distributed energy resources (DERs), their role in helping California reach its grid decarbonization goals, and how progress towards those goals benefits the community.
4. Create Community+ VPP: The team will expand Community VPP's impact by creating a secondary program called "Community+ VPP." This program, run by an established VPP operator, will enable residential and commercial customers in Yolo County to opt-in to VPP participation to reduce electricity costs and contribute to grid stability. This low-barrier approach to demand response will empower the broader Yolo County community to

---

<sup>3</sup> California Public Resources Code, Section 25711.5(a) also requires EPIC-funded projects to lead to technological advancement and breakthroughs to overcome barriers that prevent the achievement of the state's statutory and energy goals.

**Exhibit A**  
**Scope of Work**  
**The Regents of the University of California**  
**on behalf of the Davis campus**

contribute to California's clean energy future and create a model for other communities to do the same.

5. Recover 20% of the total project budget by year 4.

**III. TASK 1 GENERAL PROJECT TASKS**

**PRODUCTS**

**Subtask 1.1 Products**

The goal of this subtask is to establish the requirements for submitting project products (e.g., reports, summaries, plans, and presentation materials). Unless otherwise specified by the Commission Agreement Manager (CAM), the Recipient must deliver products as required below by the dates listed in the **Project Schedule (Part V)**. All products submitted which will be viewed by the public, must comply with the accessibility requirements of Section 508 of the federal Rehabilitation Act of 1973UCD, as amended (29 U.S.C. Sec. 794d), and regulations implementing that act as set forth in Part 1194 of Title 36 of the Federal Code of Regulations. All technical tasks should include product(s). Products that require a draft version are indicated by marking “**(draft and final)**” after the product name in the “Products” section of the task/subtask. If “(draft and final)” does not appear after the product name, only a final version of the product is required. With respect to due dates within this Scope of Work, “**days**” means working days.

**The Recipient shall:**

For products that require a draft version, including the Final Report Outline and Final Report

- Submit all draft products to the CAM for review and comment in accordance with the Project Schedule (Part V). The CAM will provide written comments to the Recipient on the draft product within 15 days of receipt, unless otherwise specified in the task/subtask for which the product is required.
- Consider incorporating all CAM comments into the final product. If the Recipient disagrees with any comment, provide a written response explaining why the comment was not incorporated into the final product.
- Submit the revised product and responses to comments within 10 days of notice by the CAM, unless the CAM specifies a longer time period, or approves a request for additional time.

For products that require a final version only

- Submit the product to the CAM for acceptance. The CAM may request minor revisions or explanations prior to acceptance.

For all products

- Submit all data and documents required as products in accordance with the following:

Instructions for Submitting Electronic Files and Developing Software:

- **Electronic File Format**

**Exhibit A**  
**Scope of Work**  
**The Regents of the University of California**  
**on behalf of the Davis campus**

- Submit all data and documents required as products under this Agreement in an electronic file format that is fully editable and compatible with the California Energy Commission's (CEC) software and Microsoft (MS)-operating computing platforms, or with any other format approved by the CAM. Deliver an electronic copy of the full text of any Agreement data and documents in a format specified by the CAM, such as memory stick.

The following describes the accepted formats for electronic data and documents provided to the CEC as products under this Agreement, and establishes the software versions that will be required to review and approve all software products:

- Data sets will be in MS Access or MS Excel file format (version 2007 or later), or any other format approved by the CAM.
- Text documents will be in MS Word file format, version 2007 or later.
- Project management documents will be in Microsoft Project file format, version 2007 or later.

○ **Software Application Development**

Use the following standard Application Architecture components in compatible versions for any software application development required by this Agreement (e.g., databases, models, modeling tools), unless the CAM approves other software applications such as open source programs:

- Microsoft ASP.NET framework (version 3.5 and up). Recommend 4.0.
- Microsoft Internet Information Services (IIS), (version 6 and up) Recommend 7.5.
- Visual Studio.NET (version 2008 and up). Recommend 2010.
- C# Programming Language with Presentation (UI), Business Object and Data Layers.
- SQL (Structured Query Language).
- Microsoft SQL Server 2008, Stored Procedures. Recommend 2008 R2.
- Microsoft SQL Reporting Services. Recommend 2008 R2.
- XML (external interfaces).

Any exceptions to the Electronic File Format requirements above must be approved in writing by the CAM. The CAM will consult with the CEC's Information Technology Services Branch to determine whether the exceptions are allowable.

## **MEETINGS**

### **Subtask 1.2 Kick-off Meeting**

The goal of this subtask is to establish the lines of communication and procedures for implementing this Agreement.

#### **The Recipient shall:**

- Attend a "Kick-off" meeting with the CAM, and other CEC staff relevant to the Agreement. The Recipient's Project Manager and any other individuals deemed necessary by the CAM or the Project Manager shall participate in this meeting. The administrative and technical aspects of the Agreement will be discussed at the meeting. Prior to the meeting, the CAM will provide an agenda to all potential meeting participants. The meeting may take place in person or by electronic conferencing (e.g., Teams, Zoom), with approval of the CAM.

**Exhibit A**  
**Scope of Work**  
**The Regents of the University of California**  
**on behalf of the Davis campus**

The Kick-off meeting will include discussion of the following:

- The CAM's expectations for accomplishing tasks described in the Scope of Work;
  - An updated Project Schedule;
  - Terms and conditions of the Agreement;
  - Invoicing and auditing procedures;
  - Travel;
  - Equipment purchases;
  - Administrative and Technical products (subtask 1.1);
  - CPR meetings (subtask 1.3);
  - Monthly Calls (subtask 1.5)
  - Quarterly Progress reports (subtask 1.6)
  - Final Report (subtask 1.7)
  - Match funds (subtask 1.8);
  - Permit documentation (subtask 1.9);
  - Subawards(subtask 1.10);
  - Technical Advisory Committee meetings (subtasks 1.11 and 1.12);
  - Agreement changes;
  - Performance Evaluations; and
  - Any other relevant topics.
- Provide *Kick-off Meeting Presentation* to include but not limited to:
    - Project overview (i.e. project description, goals and objectives, technical tasks, expected benefits, etc.)
    - Project schedule that identifies milestones
    - List of potential risk factors and hurdles, and mitigation strategy
  - Provide an *Updated Project Schedule, Match Funds Status Letter, and Permit Status Letter*, as needed to reflect any changes in the documents.

**The CAM shall:**

- Designate the date and location of the meeting.
- Send the Recipient a *Kick-off Meeting Agenda*.

**Recipient Products:**

- Kick-off Meeting Presentation
- Updated Project Schedule (*if applicable*)
- Match Funds Status Letter (subtask 1.7) (*if applicable*)
- Permit Status Letter (subtask 1.8) (*if applicable*)

**CAM Product:**

- Kick-off Meeting Agenda

**Subtask 1.3 Critical Project Review (CPR) Meetings**

The goal of this subtask is to determine if the project should continue to receive CEC funding, and if so whether any modifications must be made to the tasks, products, schedule, or budget. CPR meetings provide the opportunity for frank discussions between the CEC and the

**Exhibit A**  
**Scope of Work**  
**The Regents of the University of California**  
**on behalf of the Davis campus**

Recipient. As determined by the CAM, discussions may include project status, challenges, successes, advisory group findings and recommendations, final report preparation, and progress on technical transfer and production readiness activities (if applicable). Participants will include the CAM and the Recipient and may include the CAO and any other individuals selected by the CAM to provide support to the CEC.

CPR meetings generally take place at key, predetermined points in the Agreement, as determined by the CAM and as shown in the Task List on page 1 of this Exhibit. However, the CAM may schedule additional CPR meetings as necessary. The budget may be reallocated to cover the additional costs borne by the Recipient, but the overall Agreement amount will not increase. CPR meetings generally take place at the CEC, but they may take place at another location, or may be conducted via electronic conferencing (e.g., WebEx) as determined by the CAM.

**The Recipient shall:**

- Prepare and submit a *CPR Report* for each CPR meeting that: (1) discusses the progress of the Agreement toward achieving its goals and objectives; and (2) includes recommendations and conclusions regarding continued work on the project.
- Attend the CPR meeting.
- Present the CPR Report and any other required information at each CPR meeting.

**The CAM shall:**

- Determine the location, date, and time of each CPR meeting with the Recipient's input.
- Send the Recipient a *CPR Agenda* with a list of expected CPR participants in advance of the CPR meeting. If applicable, the agenda may include a discussion of match funding and permits.
- Conduct and make a record of each CPR meeting. Provide the Recipient with a schedule for providing a Progress Determination on continuation of the project.
- Determine whether to continue the project, and if so whether modifications are needed to the tasks, schedule, products, or budget for the remainder of the Agreement. A determination of unsatisfactory progress This may result in project delays, including a potential Stop Work Order, while the CEC determines whether the project should continue.
- Provide the Recipient with a *Progress Determination* on continuation of the project, in accordance with the schedule. The Progress Determination may include a requirement that the Recipient revise one or more products.

**Recipient Products:**

- CPR Report(s)

**CAM Products:**

- CPR Agenda(s)
- Progress Determination

**Subtask 1.4 Final Meeting**

The goal of this subtask is to complete the closeout of this Agreement.

**The Recipient shall:**

**Exhibit A**  
**Scope of Work**  
**The Regents of the University of California**  
**on behalf of the Davis campus**

- Meet with CEC staff to present project findings, conclusions, and recommendations. The final meeting must be completed during the closeout of this Agreement. This meeting will be attended by the Recipient and CAM, at a minimum. The meeting may occur in person or by electronic conferencing (e.g., WebEx), with approval of the CAM.

The technical and administrative aspects of Agreement closeout will be discussed at the meeting, which may be divided into two separate meetings at the CAM's discretion.

- The technical portion of the meeting will involve the presentation of findings, conclusions, and recommended next steps (if any) for the Agreement. The CAM will determine the appropriate meeting participants.
- The administrative portion of the meeting will involve a discussion with the CAM of the following Agreement closeout items:
  - Disposition of any procured equipment.
  - The CEC's request for specific "generated" data (not already provided in Agreement products).
  - Need to document the Recipient's disclosure of "subject inventions" developed under the Agreement.
  - "Surviving" Agreement provisions such as repayment provisions and confidential products.
  - Final invoicing and release of retention.
- Prepare a *Final Meeting Agreement Summary* that documents any agreement made between the Recipient and Commission staff during the meeting.
- Prepare a *Schedule for Completing Agreement Closeout Activities*.
- Provide copies of *All Final Products* organized by the tasks in the Agreement.

**Products:**

- Final Meeting Agreement Summary (*if applicable*)
- Schedule for Completing Agreement Closeout Activities
- All Final Products

**MONTHLY CALLS, REPORTS AND INVOICES**

**Subtask 1.5 Monthly Calls**

The goal of this task is to have calls at least monthly between the 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.

**Exhibit A**  
**Scope of Work**  
**The Regents of the University of California**  
**on behalf of the Davis campus**

- 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.

**Subtask 1.6 Quarterly Progress Reports and Invoices**

The goals of this subtask are to: (1) periodically verify that satisfactory and continued progress is made towards achieving the project objectives of this Agreement; and (2) ensure that invoices contain all required information and are submitted in the appropriate format.

**The Recipient shall:**

- Submit a *Quarterly Progress Report* to the CAM. Each progress report must:
  - Summarize progress made on all Agreement activities as specified in the scope of work for the reporting period, including accomplishments, problems, milestones, products, schedule, fiscal status, and 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>
- Submit a monthly or quarterly *Invoice* on the invoice template(s) provided by the CAM.

**Recipient Products:**

- Quarterly Progress Reports
- Invoices

**CAM Product:**

- Invoice template

**Subtask 1.7 Final Report**

The goal of this subtask is to prepare a comprehensive Final Report that describes the original purpose, approach, results, and conclusions of the work performed under this Agreement.

When creating the Final Report Outline and the Final Report, the Recipient must use the CEC Style Manual provided by the CAM.

**Subtask 1.7.1 Final Report Outline**

**The Recipient shall:**

- Prepare a *Final Report Outline* in accordance with the *Energy Commission Style Manual* provided by the CAM.

**Recipient Products:**

- Final Report Outline (draft and final)

**Exhibit A**  
**Scope of Work**  
**The Regents of the University of California**  
**on behalf of the Davis campus**

**CAM Products:**

- Energy Commission Style Manual
- Comments on Draft Final Report Outline
- Acceptance of Final Report Outline

**Subtask 1.7.2 Final Report**

**The Recipient shall:**

- Prepare a *Final Report* for this Agreement in accordance with the approved Final Report Outline, Energy Commission Style Manual, and Final Report Template provided by the CAM with the following considerations:
  - Ensure that the report includes the following items, in the following order:
    - Cover page (**required**)
    - Credits page on the reverse side of cover with legal disclaimer (**required**)
    - Acknowledgements page (optional)
    - Preface (**required**)
    - Abstract, keywords, and citation page (**required**)
    - Table of Contents (**required**, followed by List of Figures and List of Tables, if needed)
    - Executive summary (**required**)
    - Body of the report (**required**)
    - References (if applicable)
    - Glossary/Acronyms (If more than 10 acronyms or abbreviations are used, it is required.)
    - Bibliography (if applicable)
    - Appendices (if applicable) (Create a separate volume if very large.)
    - Attachments (if applicable)
- Submit a draft of the Executive Summary to the TAC for review and comment.
- Develop and submit a *Summary of TAC Comments on Draft Final Report* received on the Executive Summary. For each comment received, the Recipient will identify in the summary the following:
  - Comments the Recipient proposes to incorporate.
  - Comments the Recipient does propose to incorporate and an explanation for why.
- Submit a draft of the report to the CAM for review and comment. The CAM will provide written comments to the Recipient on the draft product within 15 days of receipt.
- Incorporate all CAM comments into the *Final Report*. If the Recipient disagrees with any comment, provide a *Written Responses to Comments* explaining why the comments were not incorporated into the final product.
- Submit the revised *Final Report* electronically with any *Written Responses to Comments* within 10 days of receipt of CAM's *Written Comments on the Draft Final Report*, unless the CAM specifies a longer time period or approves a request for additional time.

**Products:**

- Summary of TAC Comments on Draft Final Report
- Draft Final Report
- Written Responses to Comments (*if applicable*)
- Final Report

**Exhibit A**  
**Scope of Work**  
**The Regents of the University of California**  
**on behalf of the Davis campus**

**CAM Product:**

- Written Comments on the Draft Final Report

***MATCH FUNDS, PERMITS, AND SUBAWARDS***

**Subtask 1.8 Match Funds**

The goal of this subtask is to ensure that the Recipient obtains any match funds planned for this Agreement and applies them to the Agreement during the Agreement term.

While the costs to obtain and document match funds are not reimbursable under this Agreement, the Recipient may spend match funds for this task. Match funds must be identified in writing, and the Recipient must obtain any associated commitments before incurring any costs for which the Recipient will request reimbursement.

**The Recipient shall:**

- Prepare a *Match Funds Status Letter* that documents the match funds committed to this Agreement. If no match funds were part of the application that led to the CEC awarding this Agreement and none have been identified at the time this Agreement starts, then state this in the letter.

If match funds were a part of the application that led to the CEC awarding this Agreement, then provide in the letter:

- A list of the match funds that identifies:
  - The amount of cash match funds, their source(s) (including a contact name, address, and telephone number), and the task(s) to which the match funds will be applied.
  - The amount of each in-kind contribution, a description of the contribution type (e.g., property, services), the documented market or book value, the 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 must identify its owner and provide a contact name, address, telephone number, and the address where the property is located.
  - If different from the solicitation application, provide a letter of commitment from an authorized representative of each source of match funding that the funds or contributions have been secured.
- At the Kick-off meeting, discuss match funds and the impact on the project if they are significantly reduced or not obtained as committed. If applicable, match funds will be included as a line item in the progress reports and will be a topic at CPR meetings.
- Provide a *Supplemental Match Funds Notification Letter* to the CAM of receipt of additional match funds.
- Provide a *Match Funds Reduction Notification Letter* to the CAM if existing match funds are reduced during the course of the Agreement. Reduction of match funds may trigger a CPR meeting.

**Products:**

- Match Funds Status Letter
- Supplemental Match Funds Notification Letter (*if applicable*)

**Exhibit A**  
**Scope of Work**  
**The Regents of the University of California**  
**on behalf of the Davis campus**

- Match Funds Reduction Notification Letter (*if applicable*)

**Subtask 1.9 Permits**

The goal of this subtask 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, with the exception of costs incurred by University of California recipients. Permits must be identified and obtained before the Recipient may incur any costs related to the use of the permit(s) for which the Recipient will request reimbursement.

**The Recipient shall:**

- Prepare a *Permit Status Letter* that documents the permits required to conduct this Agreement. If no permits are required at the start of this Agreement, then state this in the letter. If permits will be required during the course of the Agreement, provide in the letter:
  - A list of the permits that identifies: (1) the type of permit; and (2) the name, address, and telephone number of the permitting jurisdictions or lead agencies.
  - The schedule the Recipient will follow in applying for and obtaining the permits.

The list of permits and the schedule for obtaining them will be discussed at the Kick-off meeting (subtask 1.2), and a timetable for submitting the updated list, schedule, and copies of the permits will be developed. The impact on the project 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 progress reports and will be a topic at CPR meetings.

- If during the course of the Agreement additional permits become necessary, then provide the CAM with an *Updated List of Permits* (including the appropriate information on each permit) and an *Updated Schedule for Acquiring Permits*.
- Send the CAM a *Copy of Each Approved Permit*.
- If during the course of the Agreement permits are not obtained on time or are denied, notify the CAM within 5 days. Either of these events may trigger a CPR meeting.

**Products:**

- Permit Status Letter
- Updated List of Permits (*if applicable*)
- Updated Schedule for Acquiring Permits (*if applicable*)
- Copy of Each Approved Permit (*if applicable*)

**Subtask 1.10 Subawards and Agreements with Site Hosts**

The goals of this subtask are to: (1) procure subawards and site host agreements, as applicable, required to carry out the tasks under this Agreement; and (2) ensure that the subawards are consistent with the terms and conditions of this Agreement and the Recipient's own procurement and contracting policies and procedures.

**The Recipient shall:**

- Execute, manage and coordinate subrecipients activities in accordance with the requirements of this Agreement.
- Execute and manage site host agreements and ensure the right to use the project site throughout the term of the Agreement, as applicable. A site host is not required if the Recipient is the site host.

**Exhibit A**  
**Scope of Work**  
**The Regents of the University of California**  
**on behalf of the Davis campus**

- Notify the CEC in writing immediately, but no later than five calendar days, if there is a reasonable likelihood the project site cannot be acquired or can no longer be used for the project.
- Incorporate this Agreement by reference into each subaward.
- Include any required Energy Commission flow-down provisions in each subaward, in addition to a statement that the terms of this Agreement will prevail if they conflict with the subaward terms.
- If requested by the CAM, submit a draft of each *Subaward* and any site host agreement required to conduct the work under this Agreement.
- If requested by the CAM, submit a final copy of each executed subaward and any site host agreement.
- Notify and receive written approval from the CAM prior to adding any new subrecipient (see the terms regarding of subrecipient additions in the terms and conditions).

**Products:**

- Subawards and Site Host Agreement (*if requested by the CAM*)

**TECHNICAL ADVISORY COMMITTEE**

**Subtask 1.11 Technical Advisory Committee (TAC)**

The goal of this subtask is to create an advisory committee for this Agreement. The TAC should be composed of diverse professionals. The composition will vary depending on interest, availability, and need. TAC members will serve at the CAM's discretion. The purpose of the TAC is to:

- Provide guidance in project direction. The guidance may include scope and methodologies, timing, and coordination with other projects. The guidance may be based on:
  - Technical area expertise;
  - Knowledge of market applications; or
  - Linkages between the Agreement work and other past, present, or future projects (both public and private sectors) that TAC members are aware of in a particular area.
- Review products and provide recommendations for needed product adjustments, refinements, or enhancements.
- Evaluate the tangible benefits of the project to the state of California, and provide recommendations as needed to enhance the benefits.
- Provide recommendations regarding information dissemination, market pathways, or commercialization strategies relevant to the project products.
- Help set the project team's goals and contribute to the development and evaluation of its statement of proposed objectives as the project evolves.
- Provide a credible and objective sounding board on the wide range of technical and financial barriers and opportunities.
- Help identify key areas where the project has a competitive advantage, value proposition, or strength upon which to build.
- Advocate, to the extent the TAC members feel is appropriate, on behalf of the project in its effort to build partnerships, governmental support, and relationships with a national spectrum of influential leaders.
- Ask probing questions that insure a long-term perspective on decision-making and progress toward the project's strategic goals.

**Exhibit A**  
**Scope of Work**  
**The Regents of the University of California**  
**on behalf of the Davis campus**

The TAC may be composed of qualified professionals spanning the following types of disciplines:

- Researchers knowledgeable about the project subject matter;
- Members of trades that will apply the results of the project (e.g., designers, engineers, architects, contractors, and trade representatives);
- Public interest market transformation implementers;
- Product developers relevant to the project;
- U.S. Department of Energy research managers, or experts from other federal or state agencies relevant to the project;
- Public interest environmental groups;
- Utility representatives;
- Air district staff; and
- Members of relevant technical society committees.

**The Recipient shall:**

- Prepare a *List of Potential TAC Members* that includes the names, companies, physical and electronic addresses, and phone numbers of potential members. The list will be discussed at the Kick-off meeting, and a schedule for recruiting members and holding the first TAC meeting will be developed.
- Recruit TAC members. Ensure that each individual understands member obligations and the TAC meeting schedule developed in subtask 1.12.
- Prepare a *List of TAC Members* once all TAC members have committed to serving on the TAC.
- Submit *Documentation of TAC Member Commitment* (such as Letters of Acceptance) from each TAC member.

**Products:**

- List of Potential TAC Members
- List of TAC Members
- Documentation of TAC Member Commitment

**Subtask 1.12 TAC Meetings**

The goal of this subtask is for the TAC to provide strategic guidance for the project by participating in regular meetings, which may be held via teleconference.

**The Recipient shall:**

- Discuss the TAC meeting schedule with the CAM at the Kick-off meeting. Determine the number and location of meetings (in-person and via teleconference) in consultation with the CAM.
- Prepare a *TAC Meeting Schedule* that will be presented to the TAC members during recruiting. Revise the schedule after the first TAC meeting to incorporate meeting comments.
- Prepare a *TAC Meeting Agenda* and *TAC Meeting Back-up Materials* for each TAC meeting.
- Organize and lead TAC meetings in accordance with the TAC Meeting Schedule. Changes to the schedule must be pre-approved in writing by the CAM.

**Exhibit A**  
**Scope of Work**  
**The Regents of the University of California**  
**on behalf of the Davis campus**

- Prepare *TAC Meeting Summaries* that include any recommended resolutions of major TAC issues.

**The TAC shall:**

- Help set the project team's goals and contribute to the development and evaluation of its statement of proposed objectives as the project evolves.
- Provide a credible and objective sounding board on the wide range of technical and financial barriers and opportunities.
- Help identify key areas where the project has a competitive advantage, value proposition, or strength upon which to build.
- Advocate on behalf of the project in its effort to build partnerships, governmental support and relationships with a national spectrum of influential leaders.
- Ask probing questions that insure a long-term perspective on decision-making and progress toward the project's strategic goals.
- Review and provide comments to proposed project performance metrics.
- Review and provide comments to proposed project Draft Technology Transfer Plan.

**Products:**

- TAC Meeting Schedule (draft and final)
- TAC Meeting Agendas (draft and final)
- TAC Meeting Back-up Materials
- TAC Meeting Summaries

**Subtask 1.13 Project Performance Metrics**

The goal of this subtask is to finalize key performance targets for the project based on feedback from the TAC and report on final results in achieving those targets. The performance targets should be a combination of scientific, engineering, techno-economic, and/or programmatic metrics that provide the most significant indicator of the research or technology's potential success.

**The Recipient shall:**

- Complete and submit the project performance metrics section of the *Initial Project Benefits Questionnaire*, developed in the Evaluation of Project Benefits task, to the CAM.
- Present the draft project performance metrics at the first TAC meeting to solicit input and comments from the TAC members.
- Develop and submit a *TAC Performance Metrics Summary* that summarizes comments received from the TAC members on the proposed project performance metrics. The *TAC Performance Metrics Summary* will identify:
  - TAC comments the Recipient proposes to incorporate into the *Initial Project Benefits Questionnaire*, developed in the Evaluation of Project Benefits task.
  - TAC comments the Recipient does not propose to incorporate with and explanation why.
- Develop and submit a *Project Performance Metrics Results* document describing the extent to which the Recipient met each of the performance metrics in the *Final Project Benefits Questionnaire*, developed in the Evaluation of Project Benefits task.
- Discuss the *Project Performance Metrics Results* at the Final Meeting.

**Exhibit A**  
**Scope of Work**  
**The Regents of the University of California**  
**on behalf of the Davis campus**

**Products:**

- TAC Performance Metrics Summary
- Project Performance Metrics Results

**Exhibit A**  
**Scope of Work**  
**The Regents of the University of California**  
**on behalf of the Davis campus**

**IV. TECHNICAL TASKS**

**TASK 2 EDUCATION AND COMMUNITY OUTREACH**

The goal of this task is to educate members of the Yolo County and City of Davis governments, UCD Facilities, and local communities about load flexibility, electrification, the benefits of participating in a VPP program, and how it supports the State's decarbonization goals. This goal will be achieved through a combination of workshops/seminars, disseminating initial/interim/final project findings with stakeholders, preparing project information (print and/or digital) to share with each community participating in the project, and project showcases to facilitate sharing project results with project partner's regional peers and stakeholders.

**Subtask 2.1: Workshops/Seminars**

The goal for this subtask is to educate key personnel of project partners, regional peers of key personnel, employees of project partners, local/regional non-profit stakeholders, committee/panel/advisory body, and local government councils about demand flexibility, electrification, and the project through workshops/seminars.

**The Recipient shall:**

- Coordinate and run annual workshops/seminars to educate project partners and stakeholders about demand flexibility, electrification, and the project
- Workshop/seminar materials will initially be tailored specifically for key personnel of project partners. Each year, these materials will be expanded and adapted to accommodate a broader audience, like employees of project partners, regional peers, non-profit stakeholders, committee/panel/advisory body, and local government councils.
- Workshops/seminars will include at least two parts: focused education on fundamental topics related to demand flexibility/VPPs, and second, question-and-answer time to address questions, concerns, or feedback from the group related to the project and implementing a VPP at their respective entity.
- Record the education portion of the event to make the resource available to project partners, stakeholders and the community.
- Prepare workshop/seminar section for annual memo "*VPP Education and Community Outreach, Project Year [1/2/3]*" that includes summary information about the events, topics, and attendees for each year of the project.

**Subtask 2.2: Disseminate Project Findings at Relevant Stakeholder Organization Meetings, Events or Conferences**

The goal for this subtask is to disseminate initial/interim/final project findings at functions hosted by stakeholder organizations. Project team members will plan to travel to these events to engage with stakeholders in their usual settings, which can improve communication effectiveness and reach a broader audience.

**The Recipient shall:**

- Identify relevant stakeholder organization meetings, events or conferences to share project findings.
- Once available, disseminate initial/interim project results by traveling to these events to engage stakeholders in their usual settings, ensuring effective communication and feedback on project findings.

**Exhibit A**  
**Scope of Work**  
**The Regents of the University of California**  
**on behalf of the Davis campus**

- Prepare relevant stakeholder engagement section for annual memo “*VPP Education and Community Outreach, Project Year [1/2/3]*” that includes summary information about the events and the project findings shared.

**Subtask 2.3: Prepare and Distribute Print or Digital Information to the Communities and Host Project Showcases**

The goal of this subtask is to prepare and distribute information for each community, in coordination with the county, city, and campus. This subtask also includes hosting project showcases to share project findings with regional peers and stakeholders and allow them to see parts of the project in person.

**The Recipient shall:**

- Prepare project information (print and/or digital) to share with each community in coordination with the county, city, and campus.
- Host final project showcase to share results with the community, regional peers and stakeholders.
- Prepare section for annual memo “*VPP Education and Community Outreach, Project Year [1/2/3]*” that includes details about the informational materials shared with the community and highlights from each project showcase.
- Prepare Task 2 Report “*Community VPP Education and Community Outreach*” that includes details about educational events and topics covered, stakeholder events and discussions based on project result presentations, and project information for the community.

**Products:**

- Memo on VPP Education and Community Outreach, including copies of educational resources created in Subtask 2.1, Project Year 1
- Memo on VPP Education and Community Outreach, Project Year 2
- Memo on VPP Education and Community Outreach, including copies of educational resources created in Subtask 2.1, Project Year 3
- Task 2 Report “Community VPP Education and Community Outreach” (draft and final)

**TASK 3 ENROLLMENT OF ASSETS FOR COMMUNITY VPP PARTICIPATION**

The goal of this task is to work with project team members from Yolo County General Services, City of Davis Public Works and Utilities, and the UCD Campus Facilities team to identify, select, and enroll existing rooftop units (RTUs) and chillers in Community VPP. This task will also include any required modifications or procurement and installation of new control systems to enable RTUs and chillers to enroll in Community VPP, which will depend on the needs of the VPP operator.

**Subtask 3.1: Identify and Select Assets**

The goal of this subtask is to work with project partners from Yolo County, City of Davis, and UC Davis Campus to identify viable RTUs and chillers for Community VPP and select assets based on a criterion that includes assets based on equipment capacity, details about the building/zone served by the equipment, expected/typical runtime during peak hours, and need for control system modifications.

**Exhibit A**  
**Scope of Work**  
**The Regents of the University of California**  
**on behalf of the Davis campus**

**The Recipient shall:**

- Compile a list of existing and viable RTUs and/or chillers that could be VPP assets from:
  - UCD Campus
  - City of Davis
  - Yolo County
- Assess the current control and metering infrastructure and determine the need for control upgrades, additional hardware, or firmware/software updates from the original equipment manufacturer.
- Develop an asset selection criterion that includes equipment capacity, building/zone use type, expected/typical runtime during peak hours, and need for control system modifications to determine suitability for enrollment in the Community VPP.
- Select assets for Community VPP from Yolo County, City of Davis, and UCD Campus based on the selection criterion described above and input from project team members.

**Subtask 3.2: Control System Changes and VPP Enrollment**

The goal for this subtask is to determine the control system needs for each project partner, based on Subtask 3.1. Existing control systems will be modified, or new systems will be procured and installed, based on requirements for Community VPP enrollment and project partner's development roadmaps. Finally, the selected RTUs and chillers will be enrolled in Community VPP.

**The Recipient shall:**

- Identify the need for project partners to procure and install new controls systems or modify existing controls systems to enroll in Community VPP, based on findings from Subtask 3.1.
- Coordinate and support control system modification, if needed, with each project partner and their existing control contractor or in-house support team.
- Specify explicit control requirements and coordinate with project partners as they prepare the required documents to procure and install a new system through a bidding process.
- Coordinate with the VPP operator project partner to develop new or modify existing VPP agreements based on the equipment and specific requirements for Yolo County, City of Davis, and the UCD Campus.
- Enroll selected RTUs and chillers in Community VPP, in coordination VPP operator project partner.
- Produce a memo "*Community VPP Equipment Schedule and Required Control Procurement and Installation or Modifications*", which will include a list of all building assets enrolled in Community VPP, their locations, and mechanical specifications. It will also include details from each project partner that needed to modify existing or procure and install new control systems.
- Prepare *CPR Report #1* and participate in CPR meeting in accordance with subtask 1.3.

**Products:**

- Memo on the Community VPP Equipment Schedule and Required Control Procurement and Installation or Modifications
- CPR Report #1

**Exhibit A**  
**Scope of Work**  
**The Regents of the University of California**  
**on behalf of the Davis campus**

**TASK 4 SPARC-DR FOR RTUS**

The goal of this task is to enhance UCD's SPARC-DR platform with four new components: establishing two-way communication between the platform and the VPP operator, integrating with commercial building control system APIs to communicate setpoint changes and building data, developing predictive modeling approaches for the RTUs enrolled in the Community VPP, and implementing advanced control strategies to optimize RTU performance for Community VPP.

**Subtask 4.1 Background research and SPARC-DR platform integration**

The goal of this subtask is to conduct background research on the integration of SPARC-DR with building control system APIs and two-way communication between the SPARC-DR and the VPP operator.

**The Recipient shall:**

- Conduct background research on the integration of SPARC-DR with building control system APIs.
- Augment the SPARC-DR platform for building control system data collection and storage, including control of building space conditioning setpoints.
- Develop a standardized hierarchical tree data structure that describes the top-down relationships of Community VPP, the buildings with RTUs participating in the VPP, and the collected data.
- Develop an automated tool set for setup and configuring Community VPP, including establishing two-way communication for SPARC-DR to VPP operator and SPARC-DR to building control system.
- Prepare a memo "*Integration of Rooftop Units in Community VPP with the SPARC-DR Platform*" which will include key findings, challenges or limitations from the background research, a summary of the enhancements made to the SPARC-DR platform for building data collection, storage, and control of building space conditioning setpoints, and a description of the tree data structure.

**Subtask 4.2 Rule-based SPARC-DR Approach**

The goal of this subtask is to develop, implement, integrate, and test a rule-based SPARC-DR approach for setting space conditioning setpoints of participating RTUs.

**The Recipient shall:**

- Develop an annual ("8760 hour") model of building spaces conditioned by RTUs.
- Develop and deploy the SPARC-DR approach for load shedding, load shifting, and participation in DR events during RTU cooling operation and reducing demand during the annual peak demand hour.
- Conduct simulation-based testing of control methodology.
- Integrate the rule-based control approach with the SPARC-DR platform.
- Prepare memo "*Rule-based SPARC-DR Approach for RTU Participation in Community VPP*" which will include a description of the 8760 model for building spaces conditioned by RTUs, a summary of the SPARC-DR approach for load shedding, load shifting, and participation in DR events during RTU cooling operation and reducing demand during the annual peak demand hour, and initial simulation testing results.

**Subtask 4.3 Optimization-based SPARC-DR Approach**

**Exhibit A**  
**Scope of Work**  
**The Regents of the University of California**  
**on behalf of the Davis campus**

The goal of this subtask is to develop, implement, integrate, and test an optimization-based SPARC-DR approach for setting space conditioning setpoints of participating RTUs.

**The Recipient shall:**

- Develop a building predictive modeling approach to predict average building indoor conditions, total building cooling demand, total building power consumption, and DR event (as applicable) in response to space conditioning setpoints, ambient conditions and other relevant factors (e.g., time of the day and day type).
- Develop the SPARC-DR for RTUs, incorporating the predictive models, to determine space conditioning setpoints as a function of time to meet performance requirements, define as:
  - Ensure indoor conditions are comfortable
  - Minimize net operating cost for space condition systems by load shedding, load shifting, and participation in DR events
  - Reduce peak load during utility’s peak demand hour
- Conduct simulation-based testing of control methodology.
- Integrate the control methodology with the SPARC-DR.
- Prepare memo “*Optimization-based Scalable Predictive Automated Real-time Control for Demand Response Approach for RTU Participation in Community VPP*” which will include a summary of the predictive modeling approach to predict average building indoor air conditions, total building cooling demand, and total building power consumption, details of SPARC-DR for RTUs development, and initial simulation testing results.
- Prepare a Task 4 Report “*Scalable Predictive Automated Real-time Control for Demand Response Approaches for RTU Participation in Community VPP*” that includes a summary of the background research, the predictive control approaches, simulation testing results, and the automated tool set for setup and configuring Community VPP.

**Products:**

- Memo on the Integration of Rooftop Units in Community VPP with the SPARC-DR Platform
- Memo on the Rule-based SPARC-DR Approach for RTU Participation in Community VPP
- Memo on the Optimization-based SPARC-DR Approach for RTU Participation in Community VPP
- Task 4 Report on Scalable Predictive Automated Real-time Control for Demand Response Approaches for RTU Participation in Community VPP (draft and final)

**TASK 5 SPARC-DR FOR CHILLER PLANTS**

The goal of this task is to augment the UCD Chiller Plant’s predictive optimization system with two-way communication to the VPP operator and develop enhancements to the optimization system to automate participation of the chiller plant in the Community VPP.

**Subtask 5.1 Background Research**

The goal of this subtask is to conduct background research on the possible DR programs that a UCD Chiller Plant can participate in and select the programs that will be considered for the demonstration (Task 6).

**Exhibit A**  
**Scope of Work**  
**The Regents of the University of California**  
**on behalf of the Davis campus**

**The Recipient shall:**

- Conduct background research on the integration SPARC-DR with UCD Chiller Plant.
- Conduct background research into DR programs for UCD Chiller Plant.
- Select programs to participate in for the demonstration.
- Prepare a memo “*Background Research on Participation of a Chiller Plant in a VPP*” which will include a summary of the background research for SPARC-DR integration and DR programs for UCD Chiller Plant, and details about the programs that will be used during the demonstration.

**Subtask 5.2 Augment Chiller Plant Optimization for Automating Participation in DR Programs**

The goal of this subtask is to augment the UCD Chiller Plant’s optimization system to automate the participation in DR programs.

**The Recipient shall:**

- Establish two-way communication between SPARC-DR for Chiller Plants and VPP operator.
- Augment optimization system to automate participation of UCD Chiller Plant in DR programs.
- Simulation-based testing with existing annual 8760-hour UCD Chiller Plant model with and without participation in DR programs.
- Prepare memo “*SPARC-DR Approach for Chiller Plant Participation in Community VPP*” which will include a description of the two-way communication method between SPARC-DR for Chiller Plants and VPP operator, details on optimization system changes to automate participation in DR programs, and initial simulation testing results.
- Prepare a Task 5 Report “*Scalable Predictive Automated Real-time Control for Demand Response Approach for Chiller Plant Participation in Community VPP*” that includes a summary of the background research, the predictive control methodology, and simulation testing results.

**Products:**

- Memo on the Background Research on Participation of a Chiller Plant in a VPP
- Memo on the SPARC-DR Approach for Chiller Plant Participation in Community VPP
- Task 5 Report on Scalable Predictive Automated Real-time Control for Demand Response Approach for Chiller Plant Participation in Community VPP (draft and final)

**TASK 6 COMMUNITY VIRTUAL POWER PLANT DEMONSTRATION**

The goal of this task is to demonstrate the effectiveness and performance of Community VPP using the enrolled assets of Yolo County, City of Davis, and UCD Campus. The demonstration will be broken into three phases. For the first two phases, the Community VPP will operate as three independent VPPs (i.e. Yolo Community VPP, Davis Community VPP, and UCD Campus Community VPP). In phase three, a cooperative approach will be investigated, where all the assets will be combined into a single county-wide Community VPP and the performance will be compared to non-cooperative results from the first two phases.

In addition to the Community VPP, the team will expand Community VPP’s impact by creating a secondary program called “Community+ VPP.” This program, run by the VPP operator, will

**Exhibit A**  
**Scope of Work**  
**The Regents of the University of California**  
**on behalf of the Davis campus**

enable residential and commercial customers in Yolo County to opt-in to VPP participation to reduce electricity costs and contribute to grid stability. Customers will be notified of grid events and have the option to manually and/or automatically (using connected devices) shed load to contribute to grid stability during events in exchange for compensation. This low-barrier approach to demand response will empower the broader Yolo County community to contribute to California's clean energy future and create a model for other communities to do the same.

**Subtask 6.1: Phase 1 of Community VPP Demonstration**

The goal for this subtask is to start the demonstration of the Community VPP demonstration using the controls developed in subtask 4.2 and 5.2 to assess the effectiveness and performance.

**The Recipient shall:**

- Lead site communications and planning
  - Prepare materials for UCD's Institutional Review Board to ensure protection of human subjects (i.e. building occupants) participating in research.
  - Manage communications and scheduling with Yolo County, the City of Davis, and UCD Campus.
  - Prepare a memo that describes the "*Phase 1 Community Virtual Power Plant Demonstration Plan*", which will include a description of
    - The monitoring and verification plan to assess Community VPP performance
    - Baseline approach that will be used to benchmark Community VPP performance based on VPP event type
    - The initial event types to trigger Community VPP participation
- Start the Community VPP demonstration with each project partner based on the needs to complete Subtask 3.2 Control System Changes and VPP Enrollment at each site, within Year 1 of the project.
- Occupant, maintenance staff, and building owner satisfaction
  - Collect survey feedback from building occupants, maintenance staff, and building owners on satisfaction with controls, user interface, and comfort before and after enrollment in VPP.
  - Prepare a memo "*Phase 1 Community VPP Occupant, Maintenance Staff, and Building Owner Satisfaction*" that includes the feedback provided by these groups.
- Prepare a memo "*Community VPP Phase 1 Results*" which will include a summary of the total cost recovery, which can include: cost savings, new revenues, avoided costs, and other social environmental benefits as defined in the GFO-23-309 Solicitation Manual Attachment 12, an overview of events called by the VPP operator, and a breakdown of asset participation and reliability for Phase 1 of the Community VPP demonstration.
- Prepare *CPR Report #2* and participate in CPR meeting in accordance with subtask 1.3.

**Subtask 6.2 Start Community+ VPP**

The goal of this subtask is to expand Community VPP's impact by creating a secondary program called "Community+ VPP." This program, run by the VPP operator, will enable residential and commercial customers in Yolo County to opt-in to VPP participation to reduce electricity costs and contribute to grid stability.

**Exhibit A**  
**Scope of Work**  
**The Regents of the University of California**  
**on behalf of the Davis campus**

**The Recipient shall:**

- Help facilitate enrollment of interested residential or commercial customers in Community+ VPP with the project's VPP operator.
- Prepare annual memo "*Community+ VPP Enrollment and Participation Statistics [1/2/3]*" that will include basic information about newly enrolled customers and information about Community+ VPP performance over the past year.

**Subtask 6.3: Phase 2 of VPP Demonstration**

The goal for this subtask is to demonstrate the effectiveness and performance the Community VPP demonstration using the controls developed in Subtask 4.3 and 5.2.

**The Recipient shall:**

- Update RTU to the predictive and automated control developed in Subtask 4.3
  - Switch RTUs enrolled from Yolo County, City of Davis, and UCD Campus to use the new predictive and automated control method for updating setpoints
  - Monitor data to determine if the control update is working as expected and correct issues as they occur
  - Prepare a memo that discusses "*Predictive and Automated RTU control update for Community VPP*", which will include a summary of the control update process, summary of troubleshooting data review, and preliminary results from at least one Community VPP event with the new control method.
- Occupant, maintenance staff, and building owner satisfaction
  - Collect survey feedback from building occupants, maintenance staff, and building owners on satisfaction with controls, user interface, and comfort before and after enrollment in VPP.
  - Prepare a memo "*Phase 2 Community VPP Occupant, Maintenance Staff, and Building Owner Satisfaction*" that includes the feedback provided by these groups.
- Prepare a memo on "*Community VPP Phase 2 Results*" which will include a summary of the total cost recovery, which can include: cost savings, new revenues, avoided costs, and other social environmental benefits as defined in the GFO-23-309 Solicitation Manual Attachment 12, an overview of events called by the VPP operator, a breakdown of asset participation and reliability. This memo will detail Phase 2 results and cumulative outcomes to date.

**Subtask 6.4 Control Enhancements Cooperative County-Wide Community VPP**

The goal of this subtask is to assess the holistic benefits of the three local governments collectively operating Community VPP as opposed to doing so individually. The team will identify, develop, and test control enhancements based on findings from subtask 6.1 and 6.3. Enhancements that will be considered include, the expansion of the VPP to other UCD Chiller Plant assets that will be installed and commissioned during the project, optimization function modifications, cross communication/integration between the community VPP control systems deployed in Subtasks 6.1 and 6.3.

**The Recipient shall:**

- Identify opportunities for control enhancements for achieving cooperation amongst the community VPPs based on the data collected in Subtask 6.1 and 6.3.

**Exhibit A**  
**Scope of Work**  
**The Regents of the University of California**  
**on behalf of the Davis campus**

- Implement predictive control enhancements for participation in a cooperative county-wide VPP.
- Perform simulation-based testing with annual 8760 hour model(s) with and without participation.
- Prepare a memo on “*Control Enhancements for Cooperative County-Wide VPP*” that includes a summary of identified opportunities for control enhancements, the developed predictive control enhancements, and simulation testing results.

**Subtask 6.5: Phase 3 of VPP Demonstration**

The goal for this subtask is to demonstrate the effectiveness and performance of Community VPP operating as a single county-wide Community VPP. For this part of the demonstration, Community VPP will operate using the controls developed in subtask 4.4 and 5.3. The performance of the cooperative Community VPP operation will be compared to the performance from Subtask 6.1 and Subtask 6.3.

**The Recipient shall:**

- Update RTU and chiller controls to use predictive, automated, and cooperative control methods developed in Subtask 4.4 and 5.3
  - Switch all assets enrolled from Yolo County, City of Davis, and UCD Campus to use the new predictive, automated, and cooperative control method for updating setpoints.
  - Monitor data to determine if the control update is working as expected and correct issues as they occur.
  - Prepare a memo that discusses “*Cooperative control update for Community VPP*”, which will include a summary of the control update process, summary of troubleshooting data review, and preliminary results from at least one Community VPP event with the new control method.
- Occupant, maintenance staff, and building owner satisfaction
  - Collect survey feedback from building occupants, maintenance staff, and building owners on satisfaction with controls, user interface, and comfort before and after enrollment in VPP.
  - Prepare a memo “*Occupant, Maintenance Staff, and Building Owner Satisfaction*” that includes the feedback provided by these groups.
- Prepare Task 6 Report “*Community VPP Results, Learnings, and Recommendations*” which summarizes the energy and non-energy results for the Community VPP from phase 1, 2, and 3.
- Prepare a memo on “*Project Net Benefits*” which will include the details for Community VPP’s total cost recovery, based on cost savings, new revenues, avoided costs, and other social environmental benefits as defined in the GFO-23-309 Solicitation Manual Attachment 12.

**Products:**

- Memo on the Community Virtual Power Plant Demonstration Plan
- Memo on the Community VPP Phase 1 Results
- Memo on the Community VPP Phase 2 Results
- Memo on Community+ VPP Enrollment and Participation Statistics, Project Year 1

**Exhibit A**  
**Scope of Work**  
**The Regents of the University of California**  
**on behalf of the Davis campus**

- Memo on Community+ VPP Enrollment and Participation Statistics, Project Year 2
- Memo on Community+ VPP Enrollment and Participation Statistics, Project Year 3
- Memo on the Phase 1 Community VPP Occupant, Maintenance Staff, and Building Owner Satisfaction
- Memo on the Phase 2 Community VPP Occupant, Maintenance Staff, and Building Owner Satisfaction
- Memo on the “Control Enhancements for Cooperative County-Wide VPP”
- CPR Report #2
- Task 6 Report “Community VPP Results, Learnings, and Recommendations” (draft and final)
- Memo on “Project Net Benefits”

**TASK 7: EVALUATION OF PROJECT BENEFITS**

The goal of this task is to report the benefits resulting from this project.

**The Recipient shall:**

- Complete *the Initial Project Benefits Questionnaire*. The Initial Project Benefits Questionnaire shall be initially completed by the Recipient with ‘Kick-off’ selected for the ‘Relevant data collection period’ and submitted to the CAM for review and approval.
- Complete the *Annual Survey* by January 31st of each year. The Annual Survey includes but is not limited to the following information:
  - Technology commercialization progress
  - New media and publications
  - Company growth
  - Follow-on funding and awards received
- Complete the *Final Project Benefits Questionnaire*. The Final Project Benefits Questionnaire shall be completed by the Recipient with ‘Final’ selected for the ‘Relevant data collection period’ and submitted to the CAM for review and approval.
- Respond to CAM questions regarding the questionnaire drafts.
- Complete and update the project profile on the CEC’s public online project and recipient directory on the [Energize Innovation website \(www.energizeinnovation.fund\)](http://www.energizeinnovation.fund), and provide *Documentation of Project Profile on EnergizeInnovation.fund*, including the profile link.
- If the Prime Recipient is an Innovation Partner on the project, complete and update the organizational profile on the CEC’s public online project and recipient directory on the [Energize Innovation website \(www.energizeinnovation.fund\)](http://www.energizeinnovation.fund), and provide *Documentation of Organization Profile on EnergizeInnovation.fund*, including the profile link.

**Products:**

- Initial Project Benefits Questionnaire
- Annual Survey(s)
- Final Project Benefits Questionnaire
- Documentation of Project Profile on EnergizeInnovation.fund

**Exhibit A**  
**Scope of Work**  
**The Regents of the University of California**  
**on behalf of the Davis campus**

- Documentation of Organization Profile on EnergizeInnovation.fund

**Exhibit A**  
**Scope of Work**  
**The Regents of the University of California**  
**on behalf of the Davis campus**

**TASK 8 TECHNOLOGY/KNOWLEDGE TRANSFER ACTIVITIES**

The goal of this task is to ensure the technological learning that resulted from the demonstration(s) is captured and disseminated to the range of professions that will be responsible for future deployments of this technology or similar technologies.

**The Recipient Shall:**

- Develop and submit a *Project Case Study Plan* that outlines how the Recipient will document the planning, construction, commissioning, and operation of the technology or system being demonstrated. The Project Case Study Plan should include:
  - An outline of the objectives, goals, and activities of the case study.
  - The organization that will be conducting the case study and the plan for conducting it.
  - A list of professions and practitioners involved in the technology's deployment.
  - Specific activities the recipient will take to ensure the learning that results from the project is disseminated to those professions and practitioners.
  - Presentations/webinars/training events to disseminate the results of the case study.
- Present the draft *Project Case Study Plan* to the TAC for review and comment.
- Develop and submit a *Summary of TAC Comments* that summarizes comments received from the TAC members on the draft *Project Case Study Plan*. This document will identify:
  - TAC comments the Recipient proposes to incorporate into the final *Technology Transfer Plan*.
  - TAC comments the Recipient does not propose to incorporate with and explanation why.
- Submit the final *Project Case Study Plan* to the CAM for approval.
- Execute the final Project Case Study Plan and develop and submit a Project Case Study.
- When directed by the CAM, develop presentation materials for a CEC sponsored conference/workshop(s) on the project.
- When directed by the CAM, participate in annual EPIC symposium(s) sponsored by the California CEC.
- 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:**

- Project Case Study Plan (draft and final)
- Summary of TAC Comments
- Project Case Study (draft and final)
- High Quality Digital Photographs

**V. PROJECT SCHEDULE**

**Exhibit A**  
**Scope of Work**  
**The Regents of the University of California**  
**on behalf of the Davis campus**

Please see the attached Excel spreadsheet.

**ENERGY RESEARCH, DEVELOPMENT, AND DEMONSTRATION AGREEMENTS**  
**Exhibit A - Scope of Work**  
**EPC-24-034 UC DAVIS**  
**V. PROJECT SCHEDULE**

**Agreement 2-24-2025 to 3-29-2030**

*Within this Scope of Work, "days" means business days.*

*Changes to due dates must be approved in writing by the CAM, and may require approval by the CEC's Executive Director or his/her designee.*

Task/ Subtask #	Task/Subtask Name	Meeting Name	Product(s)	Due Date
1	General Project Tasks			
1.1	Products			
1.2	Kick-off Meeting	Kick-off Meeting	Kick-off Meeting Presentation	5 days prior to Kick-off Meeting
			Updated Project Schedule (if applicable)	5 days after determination of the need to update the documents
			Match Funds Status Letter (subtask 1.7) (if applicable)	
			Permit Status Letter (subtask 1.8) (if applicable)	
			CAM Product	
			Kick-off Meeting Agenda	7 days prior to the kick-off meeting
1.3	CPR Meeting	CPR Meeting #1		5/5/2026
		CPR Meeting #2		TBD
		CPR Report(s)		15 days prior to the CPR meeting
		CAM Products		
		CPR Agenda		5 days prior to the CPR meeting
1.4	Final Meeting	Final Meeting	Progress Determination	As indicated in the Schedule for Providing a Progress Determination
			Final Meeting Agreement Summary (if applicable)	7 days after the final meeting
			Schedule for Completing Agreement Closeout Activities	7 days after the final meeting
			All Final Products	7 days after the final meeting
1.5	Monthly Calls		Email to CAM concurring with call summary notes	5 days after the call
1.6	Quarterly Progress Reports and Invoices		Quarterly Progress Reports	10 days after the first of the months of January, April, July, and October.
			Invoices	10 days after the first of each month or quarter
			CAM Products	
			Invoice Template	7 days prior to the kick-off meeting
1.7	Final Report			
1.7.1	Final Report Outline		Draft Final Report Outline	6/29/2029
			Final Report Outline	As determined by the CAM
			CAM Products	
			Energy Commission Style Manual	At least <b>2 months</b> prior to the final report outline due date
			Comments on Draft Final Report Outline	10 days after receipt of the Draft Final Report Outline
1.7.2	Final Report		Approval of Final Report Outline	10 days after receipt of the Final Report Outline
			Summary of TAC Comments on Draft Final Report	8/15/2029
			Draft Final Report	7/31/2029
			Written Responses to Comments (if applicable)	
			Final Report	9/28/2029
1.8	Match Funds		CAM Products	
			Written Comments on Draft Final Report	15 days after receipt of the Draft Final Report
			Match Funds Status Letter	2 days prior to the kick-off meeting
1.9	Permits		Supplemental Match Funds Notification Letter (if applicable)	10 days after receipt of additional match funds
			Match Funds Reduction Notification Letter (if applicable)	10 days after any reduction of match funds
			Permit Status Letter	2 days prior to the kick-off meeting
			Updated List of Permits (if applicable)	10 days after determination of the need for a new permit
1.10	Subawards and Agreements with Site Hosts		Updated Schedule for Acquiring Permits (if applicable)	10 days after determination of the need for a new permit
			Copy of Each Approved Permit (if applicable)	7 days after receipt of each permit
			Subawards and Agreements with Site Hosts (if requested by the CAM)	As determined by the CAM
1.11	Technical Advisory Committee (TAC)		List of Potential TAC Members	2 days prior to the kick-off meeting
			List of TAC Members	7 days after finalization of the TAC
			Documentation of TAC Member Commitment	7 days after receipt of the documentation
1.12	TAC Meetings	TAC Meeting #1		TBD
		TAC Meeting #2		TBD
		Draft TAC Meeting Schedule		20 days after the kickoff meeting
		Final TAC Meeting Schedule		10 days after the first TAC meeting
		Draft TAC Meeting Agendas		20 days prior to each TAC meeting
		TAC Meeting Back-up Materials		20 days prior to each TAC meeting
		Final TAC Meeting Agenda		7 days prior to each TAC meeting
TAC Meeting Summaries		10 days after each TAC meeting		
1.13	Project Performance Metrics		TAC Performance Metrics Summary	10 days after first TAC meeting
			Project Performance Metrics Results	Same date as the Draft Final Report due date

**ENERGY RESEARCH, DEVELOPMENT, AND DEMONSTRATION AGREEMENTS**  
**Exhibit A - Scope of Work**  
**EPC-24-034 UC DAVIS**  
**V. PROJECT SCHEDULE**

Task/ Subtask #	Task/Subtask Name	Meeting Name	Product(s)	Due Date
<b>Technical</b>				
2	Education and Community Outreach		Memo on VPP Education and Community Outreach, Project Year 1	3/2/2026
			Memo on VPP Education and Community Outreach, Project Year 2	3/1/2027
			Memo on VPP Education and Community Outreach, Project Year 3	3/6/2028
			Draft Task 2 Report "Community VPP Education and Community Outreach"	5/30/2029
			Final Task 2 Report "Community VPP Education and Community Outreach"	6/28/2029
3	Enrollment of Assets for Community VPP Participation		Memo on the Community VPP Equipment Schedule and Required Control Procurement and Installation or Modifications	3/30/2026
			CPR Report #1	4/20/2026
4	SPARC-DR for RTUs		Memo on the Integration of Rooftop Units in Community VPP with the UC Davis Scalable Predictive Automated Real-time Control for Demand Response Platform	4/6/2026
			Memo on the Rule-based Scalable Predictive Automated Real-time Control for Demand Response Approach for RTU Participation in Community VPP	12/22/2025
			Memo on the Optimization-based Scalable Predictive Automated Real-time Control for Demand Response Approach for RTU Participation in Community VPP	4/5/2027
			Draft Task 4 Report on Scalable Predictive Automated Real-time Control for Demand Response Approaches for RTU Participation in Community VPP	6/28/2028
			Final Task 4 Report on Scalable Predictive Automated Real-time Control for Demand Response Approaches for RTU Participation in Community VPP	9/27/2028
5	SPARC-DR for Chiller Plants		Memo on the Background Research on Participation of a Chiller Plant in a VPP	12/22/2025
			Memo on the Scalable Predictive Automated Real-time Control for Demand Response Approach for Chiller Plant Participation in Community VPP	6/7/2027
			Draft Task 5 Report on the Scalable Predictive Automated Real-time Control for Demand Response Approach for Chiller Plant Participation in Community VPP	7/26/2028
			Final Task 5 Report on the Scalable Predictive Automated Real-time Control for Demand Response Approach for Chiller Plant Participation in Community VPP	10/25/2028
6	Community VPP Demonstration		Memo on the Community Virtual Power Plant Demonstration Plan	1/26/2026
			Memo on Community VPP Phase 1 Results	2/1/2027
			Memo on Community VPP Phase 2 Results	1/31/2028
			Community+ VPP Enrollment and Participation Statistics, Project Year 1	3/9/2026
			Community+ VPP Enrollment and Participation Statistics, Project Year 2	3/8/2027
			Community+ VPP Enrollment and Participation Statistics, Project Year 3	3/13/2028
			Memo on the Phase 1 Community VPP Occupant, Maintenance Staff, and Building Owner Satisfaction	2/1/2027
			Memo on the Phase 2 Community VPP Occupant, Maintenance Staff, and Building Owner Satisfaction	1/31/2028
			Control Enhancements for Cooperative County-Wide VPP Memo	2/7/2028
			CPR Report #2	TBD
			Project Net Benefits Memo	4/30/2029
			Draft Task 6 Report Community VPP Results, Learnings, and Recommendations	5/30/2029
			Final Task 6 Report Community VPP Results, Learnings, and Recommendations	6/29/2029
			7	Evaluation of Project Benefits
Annual Survey(s)	January 31st of each agreement year			
Final Project Benefits Questionnaire	Same date as the Draft Final Report due date			
Documentation of Project Profile on EnergizeInnovation.fund	30 days after the Kick-off Meeting			
Documentation of Organization Profile on EnergizeInnovation.fund	30 days after the Kick-off Meeting			
8	Technology/Knowledge Transfer Activities		Draft Project Case Study Plan	30 days prior to TAC Meeting #1
			Final Project Case Study Plan	30 days after TAC Meeting #1
			Summary of TAC Comments	30 days after TAC Meeting #1
			Draft Project Case Study	Same date as the Draft Final Report due date
			Final Project Case Study	30 days after the Draft Project Case Study due date
			High Quality Digital Photographs	Same date as the Draft Final Report due date

## 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. Travel Form required for all travel included on an invoice
- **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. The subrecipient (major) should not include retention on their invoice template, so that retention will not be double counted. Doing this puts the responsibility on the recipient to determine how much retention to retain, if any, from their subrecipients based on their contractual agreements with their subrecipients and the CEC.
- **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

<b>Agreement Number</b>	EPC-24-034		
<b>Name of Organization</b>	The Regents of the University of California (University of California, Davis)		
Recipient			
None			
<b>Cost Category</b>	<b>CEC Share</b>	<b>Match Share</b>	<b>Total</b>
Direct Labor	\$ 1,455,629	\$ 196,295	\$ 1,651,924
Fringe Benefits	\$ 536,852	\$ 86,309	\$ 623,161
<b>Total Labor</b>	<b>\$ 1,992,481</b>	<b>\$ 282,604</b>	<b>\$ 2,275,085</b>
Travel	\$ 15,000	\$ 16,000	\$ 31,000
Equipment	\$ -	\$ -	\$ -
Materials/Miscellaneous	\$ 287,532	\$ 48,000	\$ 335,532
Subrecipients/Vendors	\$ 2,161,260	\$ 573,304	\$ 2,734,564
<b>Total Other Direct Costs</b>	<b>\$ 2,463,792</b>	<b>\$ 637,304</b>	<b>\$ 3,101,096</b>
Indirect Costs	\$ 543,727	\$ 86,651	\$ 630,378
Profit (not allowed for grant recipients)	\$ -	\$ -	\$ -
<b>Total Indirect and Profit</b>	<b>\$ 543,727</b>	<b>\$ 86,651</b>	<b>\$ 630,378</b>
<b>Grand Totals</b>	<b>\$ 5,000,000</b>	<b>\$ 1,006,559</b>	<b>\$ 6,006,559</b>
<b>Total CEC Reimbursable Funds Spent in California or Paid to California-Based Entities (if applicable)</b>	<b>\$ 4,924,998</b>		
<b>Percentage of CEC Reimbursable Funds Spent in California or Paid to California-Based Entities</b>	<b>98.50%</b>		

## BUDGET WORKSHEET

### Direct Labor (Unloaded)

#### EPC-24-034: The Regents of the University of California (University of California, Davis)

#### 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
Undergraduate - TBD	\$ 22.33	907.39	\$ 20,262	\$ 20,262	\$ -	\$ 20,262	No	
Project Policy Analyst	\$ 40.32	1937.50	\$ 78,120	\$ 78,120	\$ -	\$ 78,120	No	
Electrician	\$ 62.42	206.84	\$ 12,911	\$ 3,874	\$ 9,037	\$ 12,911	No	
<b>Hourly Direct Labor Totals</b>			<b>\$ 102,256</b>	<b>\$ 9,037</b>	<b>\$ 111,293</b>			

#### 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
Faculty	\$ 19,400.00	10.61	\$ 205,879	\$ 80,334	\$ 125,545	\$ 205,879	No	
Engineering Manager	\$ 17,814.00	4.65	\$ 82,891	\$ 82,891	\$ -	\$ 82,891	No	
R&D ENGR 4	\$ 13,351.00	39.37	\$ 525,586	\$ 525,586	\$ -	\$ 525,586	No	
R&D ENGR 3	\$ 10,569.00	13.21	\$ 139,634	\$ 139,634	\$ -	\$ 139,634	No	
Market Research Director	\$ 15,967.00	6.46	\$ 103,091	\$ 103,091	\$ -	\$ 103,091	No	
Behavioral Scientist	\$ 12,454.00	4.49	\$ 55,911	\$ 55,911	\$ -	\$ 55,911	No	
Behavioral Researcher	\$ 9,000.00	9.50	\$ 85,490	\$ 85,490	\$ -	\$ 85,490	No	
Research Administrator	\$ 8,508.00	1.34	\$ 11,398	\$ 11,398	\$ -	\$ 11,398	No	
Publications Specialist	\$ 8,923.00	1.40	\$ 12,457	\$ 12,457	\$ -	\$ 12,457	No	
EEl Director	\$ 16,982.00	2.33	\$ 39,511		\$ 39,511	\$ 39,511	No	
Business Intelligence Specialist	\$ 12,291.00	1.68	\$ 20,596	\$ 6,145	\$ 14,451	\$ 20,596	No	
Skilll Crafts and Trades Manager	\$ 14,836.00	0.33	\$ 4,963	\$ 2,334	\$ 2,629	\$ 4,963	No	
Energy Management Analyst	\$ 13,613.00	0.10	\$ 1,419	\$ 426	\$ 993	\$ 1,419	No	

Energy Project Engineer	\$ 11,167.00	0.30	\$ 3,318	\$ 988	\$ 2,330	\$ 3,318	No	
Skilll Crafts and Trades Supervisor / Foreman	\$ 12,500.00	0.10	\$ 1,223	\$ 367	\$ 856	\$ 1,223	No	
Energy MGT Supervisor	\$ 13,172.00	0.18	\$ 2,424	\$ 1,481	\$ 943	\$ 2,424	No	
Skilll Crafts and Trades Manager/ Senior Engineer	\$ 15,847.00	0.08	\$ 1,309	\$ 1,309	\$ -	\$ 1,309	No	
Technical Project Management Pro 4	\$ 11,145.00	0.41	\$ 4,539	\$ 4,539	\$ -	\$ 4,539	No	
Applications Programmer 3	\$ 10,046.00	0.41	\$ 4,092	\$ 4,092	\$ -	\$ 4,092	No	
Graduate Student Researcher - TBD ChemE/Market	\$ 8,189.00	28.68	\$ 234,900	\$ 234,900	\$ -	\$ 234,900	No	
<b>Monthly Direct Labor Totals</b>			<b>\$ 1,353,373</b>	<b>\$ 187,258</b>	<b>\$ 1,540,631</b>			

<b>Direct Labor Grand Totals</b>			
	<b>CEC Share</b>	<b>Match Share</b>	<b>Total</b>
<b>Grand Totals</b>	<b>\$ 1,455,629</b>	<b>\$ 196,295</b>	<b>\$ 1,651,924</b>

**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*

**BUDGET WORKSHEET**

**Fringe Benefits**

**EPC-24-034: The Regents of the University of California (University of California, Davis)**

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
Faculty Summer-A	12.00%	\$ 80,334	\$ 9,640	\$ 8,489	\$ -	\$ 8,489	No	
Faculty	50.00%	\$ 966,366	\$ 483,183	\$ 338,883	\$ 79,316	\$ 418,199	No	
All Other Staff	60.00%	\$ 350,062	\$ 210,037	\$ 184,112	\$ 6,993	\$ 191,105	No	
Grad and Undergrad	3.00%	\$ 255,162	\$ 7,655	\$ 5,368	\$ -	\$ 5,368	No	
<b>Grand Totals</b>		<b>\$ 1,651,924</b>	<b>\$ 710,515</b>	<b>\$ 536,852</b>	<b>\$ 86,309</b>	<b>\$ 623,161</b>		

**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**

**EPC-24-034: The Regents of the University of California (University of California, Davis)**

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	2, 6	All classifications	12/1/2024 - 3/30/2029	Davis to Field Sites, Davis to Project Partner Offices, Davis to Regional (CA Only) Stakeholder events	Travel for field-site visits/workshops/seminars/meeting	\$ 15,000	\$ -	\$ 15,000	No	
T-2	2, 3, 4, 5, 6	All classifications	6/1/2024 - 3/30/2029	Davis to conference location	Conference travel to disseminate research outcomes -- Office of Research	\$ -	\$ 16,000	\$ 16,000	No	
<b>Grand Totals</b>						<b>\$ 15,000</b>	<b>\$ 16,000</b>	<b>\$ 31,000</b>		

**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**

**EPC-24-034: The Regents of the University of California (University of California, Davis)**

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					0.00	\$ -	\$ -	\$ -	\$ -	\$ -	Select Yes or No	
E-2					0.00	\$ -	\$ -	\$ -	\$ -	\$ -	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	
<b>Grand Totals</b>								\$ -	\$ -	\$ -		

**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**

**EPC-24-034: The Regents of the University of California (University of California, Davis)**

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	Revision Notes
M-1	4, 5	TBD	Computer Workstations	Modeling and control simulations	2.00	\$ 4,500.00	\$ 9,000	\$ -	\$ 9,000	\$ 9,000	No	
M-2	6	TBD	Power Meters and other Sensors	Submeter VPP assets that are not currently metered	15.00	\$ 1,000.00	\$ 15,000	\$ -	\$ 15,000	\$ 15,000	No	
M-3	6	TBD	Broadband service and Modems	Networking and cloud services	25.00	\$ 400.00	\$ 10,000	\$ -	\$ 10,000	\$ 10,000	No	
M-4	2, 3, 4, 5, 6	UC Davis	GSR Tution	Tuition for UCD graduate student researchers	6.00	\$ 19,278.00	\$ 115,668	\$ 115,668	\$ -	\$ 115,668	No	
M-5	1, 2, 3, 4, 5, 6, 7, 8	UC Davis	WCEC Off-Campus Lease (7.5%)	Off-Campus Facilities Cost	50.00	\$ 2,988.76	\$ 149,438	\$ 149,438	\$ -	\$ 149,438	No	
M-6	6	TBD	IRB - Review	IRB Continuing Application Fee	2.00	\$ 1,620.00	\$ 3,240	\$ 3,240	\$ -	\$ 3,240	No	
M-7	2, 4, 5, 6	TBD	Cloud Service Costs	Web hosting for cloud based controls and educational material sharing	52.00	\$ 581.00	\$ 30,212	\$ 16,212	\$ 14,000	\$ 30,212	No	
M-8	6	TBD	IRB - Onboarding	IRB Application Fee	1.00	\$ 2,974.00	\$ 2,974	\$ 2,974		\$ 2,974	No	
<b>Grand Totals</b>								<b>\$ 287,532</b>	<b>\$ 48,000</b>	<b>\$ 335,532</b>		

**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**

**EPC-24-034: The Regents of the University of California (University of California, Davis)**

Subrecipients										
Reference ID	Task #	Subrecipient <i>(Please Use Legal</i>	Entity Number <i>(CA Secretary of</i>	Purpose	CA Business Certifications	CEC Share	Match Share	Total	Line Item Revised Since	Revision Notes
S-1	2, 3, 4, 5, 6	Yolo County	F9LLL27DJFY4	Demonstration sites, education and community outreach, answering VPP research questions from the County perspective	None	\$ 400,000	\$ 200,000	\$ 600,000	No	
S-2	2, 3, 4, 5, 6	City of Davis	VKLNKHSYNDZ99	Demonstration sites, education and community outreach, answering VPP research questions from the City perspective	None	\$ 400,000	\$ 100,000	\$ 500,000	No	
S-3	2, 3, 4, 5, 6	Olivine, inc.	3306477	VPP operator. Enroll assets, manage financial payments for VPP performance. Assist in research associated with two-way communication, events that include GHG impacts, and bid types	Small Business	\$ 673,217	\$ 273,304	\$ 946,521	No	
S-4	3, 4, 5, 6	TRC Companies Inc.	1926288	Third party monitoring and verification for the Community VPP performance. Assistance with research questions regarding policy hurdles for VPPs	None	\$ 643,043	\$ -	\$ 643,043	No	
<b>Subrecipient Totals</b>						<b>\$ 2,116,260</b>	<b>\$ 573,304</b>	<b>\$ 2,689,564</b>		

Vendors										
Reference ID	Task #	Vendor <i>(Please Use Legal Name)</i>	Entity Number <i>(CA Secretary of State)</i>	Purpose	CA Business Certifications DVBE/ SB/MB/None	CEC Share	Match Share	Total	Line Item Revised Since Last Approved Budget?	Revision Notes
V-1	3, 6	Yolo County Controls Contractor - TBD		Control modifications, upgrades, and repairs for County assets to join the Community VPP	Select your organization's California Business Certifications	\$ 30,000	\$ -	\$ 30,000	No	

V-2	3, 6	City of Davis Controls Contractor - TBD	Control modifications, upgrades, repairs for City assets to join the Community VPP	Select your organization's California Business Certifications	\$ 15,000	\$ -	\$ 15,000	No	
<b>Vendor Totals</b>					<b>\$ 45,000</b>	<b>\$ -</b>	<b>\$ 45,000</b>		

Subrecipients & Vendors Grand Totals			
	CEC Share	Match Share	Total
<b>Grand Totals</b>	<b>\$ 2,161,260</b>	<b>\$ 573,304</b>	<b>\$ 2,734,564</b>

**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**

**EPC-24-034: The Regents of the University of California (University of California, Davis)**

**Recipient's Rate (From Cost Allocation Plan)**

Indirect Cost(s)													
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
MTDC	Direct Labor	\$ 1,455,629	\$ 196,295	\$ 2,174,907	\$ 346,604	\$ 2,521,511	25.00%	\$ 630,378	\$ 543,727	\$ 86,651	\$ 630,378	No	
	Fringe Benefits	\$ 536,852	\$ 86,309										
	Travel	\$ 15,000	\$ 16,000										
	Equipment	\$ -	\$ -										
	Materials/Misc.	\$ 16,212	\$ 34,000										
	Subrecipients/Vendors	\$ 151,214	\$ 14,000										
<b>Indirect Costs Grand Totals</b>									\$ 543,727	\$ 86,651	\$ 630,378		

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	
Direct Labor	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -	\$ -	Select Yes or No		
Fringe Benefits	\$ -	\$ -											
Travel	\$ -	\$ -											
Equipment	\$ -	\$ -											
Materials/Misc.	\$ -	\$ -											
Subrecipients/Vendors	\$ -	\$ -											
Indirect Cost	\$ -	\$ -											
<b>Profit Grand Totals</b>									\$ -	\$ -	\$ -		

**Worksheet Specific Instructions**

**CONDITIONAL FORMATTING APPLIED:** If the CEC Share value is greater than the Total IDC Base CEC Share (\$) multiplied by the IDC Rate (%), 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 (\$) multiplied by the Profit Rate (%), 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.

## 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. Travel Form required for all travel included on an invoice
- **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. The subrecipient (major) should not include retention on their invoice template, so that retention will not be double counted. Doing this puts the responsibility on the recipient to determine how much retention to retain, if any, from their subrecipients based on their contractual agreements with their subrecipients and the CEC.
- **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

<b>Agreement Number</b>	EPC-24-034		
<b>Name of Organization</b>	Yolo County Department of General Services		
Subrecipient			
None			
Cost Category	CEC Share	Match Share	Total
Direct Labor	\$ 216,000	\$ 106,370	\$ 322,370
Fringe Benefits	\$ 147,636	\$ 75,448	\$ 223,084
<b>Total Labor</b>	<b>\$ 363,636</b>	<b>\$ 181,818</b>	<b>\$ 545,454</b>
Travel	\$ -	\$ -	\$ -
Equipment	\$ -	\$ -	\$ -
Materials/Miscellaneous	\$ -	\$ -	\$ -
Subrecipients/Vendors	\$ -	\$ -	\$ -
<b>Total Other Direct Costs</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
Indirect Costs	\$ 36,364	\$ 18,182	\$ 54,546
Profit (not allowed for grant recipients)	\$ -	\$ -	\$ -
<b>Total Indirect and Profit</b>	<b>\$ 36,364</b>	<b>\$ 18,182</b>	<b>\$ 54,546</b>
<b>Grand Totals</b>	<b>\$ 400,000</b>	<b>\$ 200,000</b>	<b>\$ 600,000</b>
<b>Total CEC Reimbursable Funds Spent in California or Paid to California-Based Entities (if applicable)</b>	<b>\$ 400,000</b>		
<b>Percentage of CEC Reimbursable Funds Spent in California or Paid to California-Based Entities</b>	<b>100.00%</b>		

# AGREEMENT BUDGET

## Direct Labor (Unloaded)

### EPC-24-034: Yolo County Department of General Services

	CEC Share	Match Share	Total
<b>Grand Totals</b>	<b>\$ 216,000</b>	<b>\$ 106,370</b>	<b>\$ 322,370</b>

# AGREEMENT BUDGET

## Fringe Benefits

### EPC-24-034: Yolo County Department of General Services

	CEC Share	Match Share	Total
<b>Grand Totals</b>	\$ 147,636	\$ 75,448	\$ 223,084

# **AGREEMENT BUDGET**

## **Travel**

### **EPC-24-034: Yolo County Department of General Services**

	<b>CEC Share</b>	<b>Match Share</b>	<b>Total</b>
<b>Grand Totals</b>	\$ -	\$ -	\$ -

**AGREEMENT BUDGET**

**Equipment**

**EPC-24-034: Yolo County Department of General Services**

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					0.00	\$ -	\$ -	\$ -	\$ -	\$ -	Select Yes or No	
E-2					0.00	\$ -	\$ -	\$ -	\$ -	\$ -	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	
E-11					0.00	\$ -	\$ -	\$ -	\$ -	\$ -	Select Yes or No	
<b>Grand Totals</b>								\$ -	\$ -	\$ -		

**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**

### **EPC-24-034: Yolo County Department of General Services**

	<b>CEC Share</b>	<b>Match Share</b>	<b>Total</b>
<b>Grand Totals</b>	\$ -	\$ -	\$ -

**AGREEMENT BUDGET**

**Subrecipients & Vendors**

**EPC-24-034: Yolo County Department of General Services**

**Subrecipients**

Reference ID	Task #	Subrecipient <i>(Please Use Legal Name)</i>	Entity Number <i>(CA Secretary of State)</i>	Purpose	CA Business Certifications DVBE/SB/MB/None	CEC Share	Match Share	Total	Line Item Revised Since Last Approved Budget?	Revision Notes
S-1					None	\$ -	\$ -	\$ -	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	
<b>Subrecipient Totals</b>						<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>		

**Vendors**

Reference ID	Task #	Vendor <i>(Please Use Legal Name)</i>	Entity Number <i>(CA Secretary of State)</i>	Purpose	CA Business Certifications DVBE/SB/MB/None	CEC Share	Match Share	Total	Line Item Revised Since Last Approved Budget?	Revision Notes
V-1					None	\$ -	\$ -	\$ -	Select Yes or No	
V-2					None	\$ -	\$ -	\$ -	Select Yes or No	
V-3					None	\$ -	\$ -	\$ -	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	
<b>Vendor Totals</b>						\$ -	\$ -	\$ -		

<b>Subrecipients &amp; Vendors Grand Totals</b>			
	<b>CEC Share</b>	<b>Match Share</b>	<b>Total</b>
<b>Grand Totals</b>	\$ -	\$ -	\$ -

**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

### EPC-24-034: Yolo County Department of General Services

Select an Indirect Cost Rate Option

Indirect Cost(s)			
	CEC Share	Match Share	Total
<b>Indirect Costs Grand Totals</b>	\$ 36,364	\$ 18,182	\$ 54,546

Profit			
	CEC Share	Match Share	Total
<b>Profit Grand Totals</b>	\$ -	\$ -	\$ -

## AGREEMENT BUDGET

### Budget Updates after Agreement Execution

#### EPC-24-034: Yolo County Department of General Services

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

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 Division 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				
		<b>Total Budget Reallocation Between Budget Categories</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
4		Direct Labor	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$0	\$0	Select Yes or No
		Fringe Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
		Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
		Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
		Materials/Misc.	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
		Subrecipients/Vendors	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
		Indirect Cost	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
		Profit (not allowed for grant recipients)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
		<b>Totals</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
		<b>Reallocation Decrease Subtotal</b>	\$ -		\$ -		\$ -					
		<b>Reallocation Increase Subtotal</b>	\$ -		\$ -		\$ -					
<b>Total Budget Reallocation Between Budget Categories</b>	\$ -		\$ -		\$ -							
5		Direct Labor	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$0	\$0	Select Yes or No
		Fringe Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
		Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
		Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
		Materials/Misc.	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
		Subrecipients/Vendors	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
		Indirect Cost	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
		Profit (not allowed for grant recipients)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
		<b>Totals</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
		<b>Reallocation Decrease Subtotal</b>	\$ -		\$ -		\$ -					
		<b>Reallocation Increase Subtotal</b>	\$ -		\$ -		\$ -					
<b>Total Budget Reallocation Between Budget Categories</b>	\$ -		\$ -		\$ -							
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)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
		<b>Totals</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
		<b>Reallocation Decrease Subtotal</b>	\$ -		\$ -		\$ -					
		<b>Reallocation Increase Subtotal</b>	\$ -		\$ -		\$ -					
<b>Total Budget Reallocation Between Budget Categories</b>	\$ -		\$ -		\$ -							
		Direct Labor	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
		Fringe Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
		Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
		Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				

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 Division 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					
7		Materials/Misc.	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$0	\$0	Select Yes or No	
		Subrecipients/Vendors	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					\$ -
		Indirect Cost	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					\$ -
		Profit (not allowed for grant recipients)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					\$ -
		<b>Totals</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					\$ -
		<b>Reallocation Decrease Subtotal</b>			\$ -			\$ -					
		<b>Reallocation Increase Subtotal</b>			\$ -			\$ -					
		<b>Total Budget Reallocation Between Budget Categories</b>			\$ -			\$ -					
8		Direct Labor	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$0	\$0	Select Yes or No	
		Fringe Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					\$ -
		Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					\$ -
		Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					\$ -
		Materials/Misc.	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					\$ -
		Subrecipients/Vendors	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					\$ -
		Indirect Cost	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					\$ -
		Profit (not allowed for grant recipients)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					\$ -
<b>Totals</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -						
<b>Reallocation Decrease Subtotal</b>			\$ -			\$ -							
<b>Reallocation Increase Subtotal</b>			\$ -			\$ -							
<b>Total Budget Reallocation Between Budget Categories</b>			\$ -			\$ -							
9		Direct Labor	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$0	\$0	Select Yes or No	
		Fringe Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					\$ -
		Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					\$ -
		Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					\$ -
		Materials/Misc.	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					\$ -
		Subrecipients/Vendors	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					\$ -
		Indirect Cost	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					\$ -
		Profit (not allowed for grant recipients)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					\$ -
<b>Totals</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -						
<b>Reallocation Decrease Subtotal</b>			\$ -			\$ -							
<b>Reallocation Increase Subtotal</b>			\$ -			\$ -							
<b>Total Budget Reallocation Between Budget Categories</b>			\$ -			\$ -							
10		Direct Labor	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$0	\$0	Select Yes or No	
		Fringe Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					\$ -
		Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					\$ -
		Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					\$ -
		Materials/Misc.	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					\$ -
		Subrecipients/Vendors	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					\$ -
		Indirect Cost	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					\$ -
		Profit (not allowed for grant recipients)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					\$ -
<b>Totals</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -						

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 <i>(will reset after DD review)</i>	Has this budget been approved by the Division Director (DD)?**
			CEC Share Funds			Match Share Funds						
			FROM <i>(Approved Budget Totals)</i>	TO <i>(Revised Budget Totals)</i>	Amount of CEC Funds Moving Between Categories	FROM <i>(Approved Budget Totals)</i>	TO <i>(Revised Budget Totals)</i>	Amount of Match Funds Moving Between Categories				
		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 Division Director Approval:** The cumulative total will reset automatically when it passes \$300K, or the budget has been approved by the Division 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).

**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.

**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.

**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.

**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.

**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.

## 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. Travel Form required for all travel included on an invoice
- **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. The subrecipient (major) should not include retention on their invoice template, so that retention will not be double counted. Doing this puts the responsibility on the recipient to determine how much retention to retain, if any, from their subrecipients based on their contractual agreements with their subrecipients and the CEC.
- **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

<b>Agreement Number</b>	EPC-24-034		
<b>Name of Organization</b>	City of Davis City Manager's Office		
Select Recipient or Subrecipient			
None			
Cost Category	CEC Share	Match Share	Total
Direct Labor	\$ 67,593	\$ 20,000	\$ 87,593
Fringe Benefits	\$ 56,664	\$ -	\$ 56,664
<b>Total Labor</b>	<b>\$ 124,257</b>	<b>\$ 20,000</b>	<b>\$ 144,257</b>
Travel	\$ -	\$ -	\$ -
Equipment	\$ -	\$ -	\$ -
Materials/Miscellaneous	\$ 38,340	\$ 3,500	\$ 41,840
Subrecipients/Vendors	\$ 224,977	\$ 74,500	\$ 299,477
<b>Total Other Direct Costs</b>	<b>\$ 263,317</b>	<b>\$ 78,000</b>	<b>\$ 341,317</b>
Indirect Costs	\$ 12,426	\$ 2,000	\$ 14,426
Profit (not allowed for grant recipients)	\$ -	\$ -	\$ -
<b>Total Indirect and Profit</b>	<b>\$ 12,426</b>	<b>\$ 2,000</b>	<b>\$ 14,426</b>
<b>Grand Totals</b>	<b>\$ 400,000</b>	<b>\$ 100,000</b>	<b>\$ 500,000</b>
<b>Total CEC Reimbursable Funds Spent in California or Paid to California-Based Entities (if applicable)</b>	<b>\$ 400,000</b>		
<b>Percentage of CEC Reimbursable Funds Spent in California or Paid to California-Based Entities</b>	<b>100.00%</b>		

# AGREEMENT BUDGET

## Direct Labor (Unloaded)

### EPC-24-034: City of Davis City Manager's Office

	CEC Share	Match Share	Total
<b>Grand Totals</b>	<b>\$ 67,593</b>	<b>\$ 20,000</b>	<b>\$ 87,593</b>

# AGREEMENT BUDGET

## Fringe Benefits

### EPC-24-034: City of Davis City Manager's Office

	CEC Share	Match Share	Total
<b>Grand Totals</b>	\$ 56,664	\$ -	\$ 56,664

# **AGREEMENT BUDGET**

## **Travel**

### **EPC-24-034: City of Davis City Manager's Office**

	<b>CEC Share</b>	<b>Match Share</b>	<b>Total</b>
<b>Grand Totals</b>	\$ -	\$ -	\$ -

**AGREEMENT BUDGET**

**Equipment**

**EPC-24-034: City of Davis City Manager's Office**

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					0.00	\$ -	\$ -	\$ -	\$ -	\$ -	Select Yes or No	
E-2					0.00	\$ -	\$ -	\$ -	\$ -	\$ -	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	
E-11					0.00	\$ -	\$ -	\$ -	\$ -	\$ -	Select Yes or No	
<b>Grand Totals</b>								\$ -	\$ -	\$ -		

**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**

### **EPC-24-034: City of Davis City Manager's Office**

	<b>CEC Share</b>	<b>Match Share</b>	<b>Total</b>
<b>Grand Totals</b>	<b>\$ 38,340</b>	<b>\$ 3,500</b>	<b>\$ 41,840</b>

## AGREEMENT BUDGET

### Subrecipients & Vendors

#### EPC-24-034: City of Davis City Manager's Office

#### Subrecipients

Reference ID	Task #	Subrecipient <i>(Please Use Legal Name)</i>	Entity Number <i>(CA Secretary of State)</i>	Purpose	CA Business Certifications DVBE/SB/MB/None	CEC Share	Match Share	Total	Line Item Revised Since Last Approved Budget?	Revision Notes
S-1					None	\$ -	\$ -	\$ -	Select Yes or No	
<b>Subrecipient Totals</b>						<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>		

#### Vendors

Reference ID	Task #	Vendor <i>(Please Use Legal Name)</i>	Entity Number <i>(CA Secretary of State)</i>	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, 6	TBD through City's solicitation process		Research and development of the City's economic development & housing growth strategy to address changes in the State's electric grid	None	\$ 60,000	\$ 18,000	<b>\$ 78,000</b>	No	
V-2	2	TBD through City's solicitation process		Research and development of targeted education or program materials related to grid health, grid management practices, energy poverty, household energy efficiency, etc. & research and deploy residential smart thermostat program for low income households for possible enrollment in the VPP	None	\$ 55,839	\$ 7,874	<b>\$ 63,713</b>	No	
V-3	2, 6	TBD Community Benefit Organization		Contract with local CBO for disadvantaged communities' outreach and education within the City of Davis	None	\$ -	\$ 30,000	<b>\$ 30,000</b>	No	

V-4	6	TBD through City's solicitation process		Installation of 100 residential smart thermostats	None	\$ -	\$ 18,626	\$ 18,626	No	
V-5	2, 6	TBD through City's solicitation process		Research and analysis of zoning, land use, or other local regulatory or implementation barriers for the deployment of DER by Cities	None	\$ 49,744	\$ -	\$ 49,744	No	
V-6	3	TBD through City's solicitation process		Research and preparation of City facilities energy management plan post-grant period based on the program's findings	None	\$ 59,394	\$ -	\$ 59,394	No	
<b>Vendor Totals</b>						<b>\$ 224,977</b>	<b>\$ 74,500</b>	<b>\$ 299,477</b>		

<b>Subrecipients &amp; Vendors Grand Totals</b>			
	<b>CEC Share</b>	<b>Match Share</b>	<b>Total</b>
<b>Grand Totals</b>	<b>\$ 224,977</b>	<b>\$ 74,500</b>	<b>\$ 299,477</b>

**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

### EPC-24-034: City of Davis City Manager's Office

Select an Indirect Cost Rate Option

Indirect Cost(s)			
	CEC Share	Match Share	Total
<b>Indirect Costs Grand Totals</b>	\$ 12,426	\$ 2,000	\$ 14,426

Profit			
	CEC Share	Match Share	Total
<b>Profit Grand Totals</b>	\$ -	\$ -	\$ -

## AGREEMENT BUDGET

### Budget Updates after Agreement Execution

#### EPC-24-034: City of Davis City Manager's Office

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

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 <i>(will reset after DD review)</i>	Has this budget been approved by the Division Director (DD)?**
			CEC Share Funds			Match Share Funds						
			FROM <i>(Approved Budget Totals)</i>	TO <i>(Revised Budget Totals)</i>	Amount of CEC Funds Moving Between Categories	FROM <i>(Approved Budget Totals)</i>	TO <i>(Revised Budget Totals)</i>	Amount of Match Funds Moving Between Categories				
		<b>Total Budget Reallocation Between Budget Categories</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
4		Direct Labor	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$0	\$0	Select Yes or No
		Fringe Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
		Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
		Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
		Materials/Misc.	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
		Subrecipients/Vendors	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
		Indirect Cost	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
		Profit <i>(not allowed for grant recipients)</i>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
		<b>Totals</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
		<b>Reallocation Decrease Subtotal</b>	\$ -		\$ -		\$ -					
		<b>Reallocation Increase Subtotal</b>	\$ -		\$ -		\$ -					
<b>Total Budget Reallocation Between Budget Categories</b>	\$ -		\$ -		\$ -							
5		Direct Labor	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$0	\$0	Select Yes or No
		Fringe Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
		Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
		Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
		Materials/Misc.	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
		Subrecipients/Vendors	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
		Indirect Cost	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
		Profit <i>(not allowed for grant recipients)</i>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
		<b>Totals</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
		<b>Reallocation Decrease Subtotal</b>	\$ -		\$ -		\$ -					
		<b>Reallocation Increase Subtotal</b>	\$ -		\$ -		\$ -					
<b>Total Budget Reallocation Between Budget Categories</b>	\$ -		\$ -		\$ -							
6		Direct Labor	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$0	\$0	Select Yes or No
		Fringe Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
		Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
		Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
		Materials/Misc.	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
		Subrecipients/Vendors	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
		Indirect Cost	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
		Profit <i>(not allowed for grant recipients)</i>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
		<b>Totals</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
		<b>Reallocation Decrease Subtotal</b>	\$ -		\$ -		\$ -					
		<b>Reallocation Increase Subtotal</b>	\$ -		\$ -		\$ -					
<b>Total Budget Reallocation Between Budget Categories</b>	\$ -		\$ -		\$ -							
		Direct Labor	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
		Fringe Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
		Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
		Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				

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 Division 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					
7		Materials/Misc.	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$0	\$0	Select Yes or No	
		Subrecipients/Vendors	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					\$ -
		Indirect Cost	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					\$ -
		Profit (not allowed for grant recipients)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					\$ -
		<b>Totals</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					\$ -
		<b>Reallocation Decrease Subtotal</b>			\$ -			\$ -					
		<b>Reallocation Increase Subtotal</b>			\$ -			\$ -					
		<b>Total Budget Reallocation Between Budget Categories</b>			\$ -			\$ -					
8		Direct Labor	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$0	\$0	Select Yes or No	
		Fringe Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					\$ -
		Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					\$ -
		Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					\$ -
		Materials/Misc.	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					\$ -
		Subrecipients/Vendors	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					\$ -
		Indirect Cost	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					\$ -
		Profit (not allowed for grant recipients)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					\$ -
		<b>Totals</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					\$ -
		<b>Reallocation Decrease Subtotal</b>			\$ -			\$ -					
		<b>Reallocation Increase Subtotal</b>			\$ -			\$ -					
<b>Total Budget Reallocation Between Budget Categories</b>			\$ -			\$ -							
9		Direct Labor	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$0	\$0	Select Yes or No	
		Fringe Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					\$ -
		Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					\$ -
		Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					\$ -
		Materials/Misc.	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					\$ -
		Subrecipients/Vendors	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					\$ -
		Indirect Cost	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					\$ -
		Profit (not allowed for grant recipients)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					\$ -
		<b>Totals</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					\$ -
		<b>Reallocation Decrease Subtotal</b>			\$ -			\$ -					
		<b>Reallocation Increase Subtotal</b>			\$ -			\$ -					
<b>Total Budget Reallocation Between Budget Categories</b>			\$ -			\$ -							
10		Direct Labor	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$0	\$0	Select Yes or No	
		Fringe Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					\$ -
		Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					\$ -
		Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					\$ -
		Materials/Misc.	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					\$ -
		Subrecipients/Vendors	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					\$ -
		Indirect Cost	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					\$ -
		<b>Totals</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					\$ -

Change #	Date Approved	Budget Categories	<i>All values should be rounded to the dollar (\$1)</i>						Brief Description of and Justification for Change	Total Amount of CEC Funds Moving Between Categories	Cumulative CEC Total <i>(will reset after DD review)</i>	Has this budget been approved by the Division Director (DD)?**
			CEC Share Funds			Match Share Funds						
			FROM <i>(Approved Budget Totals)</i>	TO <i>(Revised Budget Totals)</i>	Amount of CEC Funds Moving Between Categories	FROM <i>(Approved Budget Totals)</i>	TO <i>(Revised Budget Totals)</i>	Amount of Match Funds Moving Between Categories				
		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 Division Director Approval:** The cumulative total will reset automatically when it passes \$300K, or the budget has been approved by the Division 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).

**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.

**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.

**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.

**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.

**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.

## 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. Travel Form required for all travel included on an invoice
- **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. The subrecipient (major) should not include retention on their invoice template, so that retention will not be double counted. Doing this puts the responsibility on the recipient to determine how much retention to retain, if any, from their subrecipients based on their contractual agreements with their subrecipients and the CEC.
- **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

<b>Agreement Number</b>	EPC-24-034		
<b>Name of Organization</b>	Olivine Inc.		
Subrecipient			
Small Business			
Cost Category	CEC Share	Match Share	Total
Direct Labor	\$ 251,827	\$ 62,956	\$ 314,783
Fringe Benefits	\$ 67,490	\$ 16,872	\$ 84,362
<b>Total Labor</b>	<b>\$ 319,317</b>	<b>\$ 79,828</b>	<b>\$ 399,145</b>
Travel	\$ -	\$ -	\$ -
Equipment	\$ -	\$ -	\$ -
Materials/Miscellaneous	\$ 140,000	\$ 140,000	\$ 280,000
Subrecipients/Vendors	\$ -	\$ -	\$ -
<b>Total Other Direct Costs</b>	<b>\$ 140,000</b>	<b>\$ 140,000</b>	<b>\$ 280,000</b>
Indirect Costs	\$ 188,718	\$ 47,180	\$ 235,899
Profit (not allowed for grant recipients)	\$ 25,182	\$ 6,296	\$ 31,478
<b>Total Indirect and Profit</b>	<b>\$ 213,900</b>	<b>\$ 53,476</b>	<b>\$ 267,377</b>
<b>Grand Totals</b>	<b>\$ 673,217</b>	<b>\$ 273,304</b>	<b>\$ 946,522</b>
<b>Total CEC Reimbursable Funds Spent in California or Paid to California-Based Entities (if applicable)</b>	<b>\$ 673,217</b>		
<b>Percentage of CEC Reimbursable Funds Spent in California or Paid to California-Based Entities</b>	<b>100.00%</b>		

## BUDGET WORKSHEET

### Direct Labor (Unloaded)

EPC-24-034: Olivine Inc.

#### 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
Executive: Beth Reid, Robert Anderson	\$ 200.00	294.82	\$ 58,964	\$ 47,171	\$ 11,793	\$ 58,964	No	
vice President: Joe Bourg, Vasudha Lathav	\$ 150.00	532.48	\$ 79,872	\$ 63,898	\$ 15,974	\$ 79,872	No	
Technical Lead: Pratik Desai	\$ 110.00	284.58	\$ 31,304	\$ 25,043	\$ 6,261	\$ 31,304	No	
Operations Manager: Devon Schmidt	\$ 90.00	333.72	\$ 30,035	\$ 24,028	\$ 6,007	\$ 30,035	No	
VPP Operations: Naoi Delenau, Jayson	\$ 55.00	1113.75	\$ 61,256	\$ 49,005	\$ 12,251	\$ 61,256	No	
VPP Administration: Eniko Torneby, Felipe Codinez	\$ 70.00	762.17	\$ 53,352	\$ 42,682	\$ 10,670	\$ 53,352	No	
<b>Hourly Direct Labor Totals</b>				<b>\$ 251,827</b>	<b>\$ 62,956</b>	<b>\$ 314,783</b>		

#### Direct Labor Grand Totals

	CEC Share	Match Share	Total
<b>Grand Totals</b>	<b>\$ 251,827</b>	<b>\$ 62,956</b>	<b>\$ 314,783</b>

### 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**

**Fringe Benefits**

**EPC-24-034: Olivine Inc.**

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
All Classifications	26.80%	\$ 314,783	\$ 84,362	\$ 67,490	\$ 16,872	\$ 84,362	No	
<b>Grand Totals</b>		<b>\$ 314,783</b>	<b>\$ 84,362</b>	<b>\$ 67,490</b>	<b>\$ 16,872</b>	<b>\$ 84,362</b>		

**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**

**EPC-24-034: Olivine Inc.**

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	
<b>Grand Totals</b>						\$ -	\$ -	\$ -		

**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**

**EPC-24-034: Olivine Inc.**

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					0.00	\$ -	\$ -	\$ -	\$ -	\$ -	Select Yes or No	
E-2					0.00	\$ -	\$ -	\$ -	\$ -	\$ -	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	
<b>Grand Totals</b>								\$ -	\$ -	\$ -		

**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**

**EPC-24-034: Olivine Inc.**

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	3,4,5& 6	Olivine ClimateResponse	ClimateResponse® VPP and Technology Suite License Fee	Olivine DER Platform, VPP signals (Including dynamic price and GHG signals), DER Valuation Model and other tools	4.00	\$ 70,000.00	\$ 280,000	\$ 140,000	\$ 140,000	\$ 280,000	No	
<b>Grand Totals</b>								<b>\$ 140,000</b>	<b>\$ 140,000</b>	<b>\$ 280,000</b>		

**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**

**EPC-24-034: Olivine Inc.**

Subrecipients										
Reference ID	Task #	Subrecipient <i>(Please Use Legal Name)</i>	Entity Number <i>(CA Secretary of State)</i>	Purpose	CA Business Certifications DVBE/ SB/MB/None	CEC Share	Match Share	Total	Line Item Revised Since Last Approved Budget?	Revision Notes
S-1					None	\$ -	\$ -	\$ -	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	
<b>Subrecipient Totals</b>						\$ -	\$ -	\$ -		

Vendors										
Reference ID	Task #	Vendor <i>(Please Use Legal Name)</i>	Entity Number <i>(CA Secretary of State)</i>	Purpose	CA Business Certifications DVBE/ SB/MB/None	CEC Share	Match Share	Total	Line Item Revised Since Last Approved Budget?	Revision Notes
V-1					None	\$ -	\$ -	\$ -	Select Yes or No	
V-2					None	\$ -	\$ -	\$ -	Select Yes or No	
V-3					None	\$ -	\$ -	\$ -	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	
<b>Vendor Totals</b>						\$ -	\$ -	\$ -		

Subrecipients & Vendors Grand Totals			
	CEC Share	Match Share	Total
<b>Grand Totals</b>	\$ -	\$ -	\$ -

**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**

**EPC-24-034: Olivine Inc.**

**Recipient's Rate (From Cost Allocation Plan)**

Indirect Cost(s)													
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
Office, Rent, Telephone, Supplies	Direct Labor	\$ 314,783	\$ -	\$ 314,783	\$ -	\$ 314,783	35.00%	\$ 110,175	\$ 88,139	\$ 22,035	\$ 110,174	No	
	Fringe Benefits	\$ -	\$ -										
	Travel	\$ -	\$ -										
	Equipment	\$ -	\$ -										
	Materials/Misc.	\$ -	\$ -										
	Subrecipients/Vendors	\$ -	\$ -										
Indirect Cost	\$ -	\$ -											
Professional Services: Legal, Accounting etc.	Direct Labor	\$ 314,783	\$ -	\$ 314,783	\$ -	\$ 314,783	4.94%	\$ 15,551	\$ 12,440	\$ 3,110	\$ 15,551	No	
	Fringe Benefits	\$ -	\$ -										
	Travel	\$ -	\$ -										
	Equipment	\$ -	\$ -										
	Materials/Misc.	\$ -	\$ -										
	Subrecipients/Vendors	\$ -	\$ -										
Indirect Cost	\$ -	\$ -											
Other Costs: IT, Systems	Direct Labor	\$ 314,783	\$ -	\$ 314,783	\$ -	\$ 314,783	35.00%	\$ 110,176	\$ 88,139	\$ 22,035	\$ 110,174	No	
	Fringe Benefits	\$ -	\$ -										
	Travel	\$ -	\$ -										
	Equipment	\$ -	\$ -										
	Materials/Misc.	\$ -	\$ -										
	Subrecipients/Vendors	\$ -	\$ -										
Indirect Cost	\$ -	\$ -											
<b>Indirect Costs Grand Totals</b>									<b>\$ 188,718</b>	<b>\$ 47,180</b>	<b>\$ 235,899</b>		

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	
Direct Labor	\$ 314,783	\$ -	\$ 314,783	\$ -	\$ 314,783	10.00%	\$ 31,478	\$ 25,182	\$ 6,296	\$ 31,478	No		
Fringe Benefits	\$ -	\$ -											
Travel	\$ -	\$ -											
Equipment	\$ -	\$ -											
Materials/Misc.	\$ -	\$ -											
Subrecipients/Vendors	\$ -	\$ -											
Indirect Cost	\$ -	\$ -											
<b>Profit Grand Totals</b>									<b>\$ 25,182</b>	<b>\$ 6,296</b>	<b>\$ 31,478</b>		

**Worksheet Specific Instructions**

**CONDITIONAL FORMATTING APPLIED:** If the CEC Share value is greater than the Total IDC Base CEC Share (\$) multiplied by the IDC Rate (%), 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 (\$) multiplied by the Profit Rate (%), 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.*

## 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. Travel Form required for all travel included on an invoice
- **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. The subrecipient (major) should not include retention on their invoice template, so that retention will not be double counted. Doing this puts the responsibility on the recipient to determine how much retention to retain, if any, from their subrecipients based on their contractual agreements with their subrecipients and the CEC.
- **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

<b>Agreement Number</b>	EPC-24-034		
<b>Name of Organization</b>	TRC Engineers, Inc.		
Recipient			
None			
Cost Category	CEC Share	Match Share	Total
Direct Labor	\$ 192,917	\$ -	\$ 192,917
Fringe Benefits	\$ 99,069	\$ -	\$ 99,069
<b>Total Labor</b>	<b>\$ 291,986</b>	<b>\$ -</b>	<b>\$ 291,986</b>
Travel	\$ 17,514	\$ -	\$ 17,514
Equipment	\$ -	\$ -	\$ -
Materials/Miscellaneous	\$ 81,680	\$ -	\$ 81,680
Subrecipients/Vendors	\$ -	\$ -	\$ -
<b>Total Other Direct Costs</b>	<b>\$ 99,194</b>	<b>\$ -</b>	<b>\$ 99,194</b>
Indirect Costs	\$ 202,422	\$ -	\$ 202,422
Profit (not allowed for grant recipients)	\$ 49,441	\$ -	\$ 49,441
<b>Total Indirect and Profit</b>	<b>\$ 251,863</b>	<b>\$ -</b>	<b>\$ 251,863</b>
<b>Grand Totals</b>	<b>\$ 643,043</b>	<b>\$ -</b>	<b>\$ 643,043</b>
<b>Total CEC Reimbursable Funds Spent in California or Paid to California-Based Entities (if applicable)</b>	<b>\$ 610,891</b>		
<b>Percentage of CEC Reimbursable Funds Spent in California or Paid to California-Based Entities</b>	<b>95.00%</b>		

**AGREEMENT BUDGET**

**Direct Labor (Unloaded)**

**EPC-24-034: TRC Engineers, Inc.**

	<b>CEC Share</b>	<b>Match Share</b>	<b>Total</b>
<b>Grand Totals</b>	\$ 192,917	\$ -	\$ 192,917

# **AGREEMENT BUDGET**

## **Fringe Benefits**

### **EPC-24-034: TRC Engineers, Inc.**

	<b>CEC Share</b>	<b>Match Share</b>	<b>Total</b>
<b>Grand Totals</b>	<b>\$ 99,069</b>	<b>\$ -</b>	<b>\$ 99,069</b>

# **AGREEMENT BUDGET**

## **Travel**

### **EPC-24-034: TRC Engineers, Inc.**

	<b>CEC Share</b>	<b>Match Share</b>	<b>Total</b>
<b>Grand Totals</b>	<b>\$ 17,514</b>	<b>\$ -</b>	<b>\$ 17,514</b>

**AGREEMENT BUDGET**

**Equipment**

**EPC-24-034: TRC Engineers, Inc.**

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					0.00	\$ -	\$ -	\$ -	\$ -	\$ -	Select Yes or No	
E-2					0.00	\$ -	\$ -	\$ -	\$ -	\$ -	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	
E-11					0.00	\$ -	\$ -	\$ -	\$ -	\$ -	Select Yes or No	
<b>Grand Totals</b>								\$ -	\$ -	\$ -		

**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**

**EPC-24-034: TRC Engineers, Inc.**

	<b>CEC Share</b>	<b>Match Share</b>	<b>Total</b>
<b>Grand Totals</b>	<b>\$ 81,680</b>	<b>\$ -</b>	<b>\$ 81,680</b>

**AGREEMENT BUDGET**

**Subrecipients & Vendors**

**EPC-24-034: TRC Engineers, Inc.**

**Subrecipients**

Reference ID	Task #	Subrecipient <i>(Please Use Legal Name)</i>	Entity Number <i>(CA Secretary of State)</i>	Purpose	CA Business Certifications DVBE/SB/MB/None	CEC Share	Match Share	Total	Line Item Revised Since Last Approved Budget?	Revision Notes
S-1					None	\$ -	\$ -	\$ -	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	
<b>Subrecipient Totals</b>						<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>		

**Vendors**

Reference ID	Task #	Vendor <i>(Please Use Legal Name)</i>	Entity Number <i>(CA Secretary of State)</i>	Purpose	CA Business Certifications DVBE/SB/MB/None	CEC Share	Match Share	Total	Line Item Revised Since Last Approved Budget?	Revision Notes
V-1					None	\$ -	\$ -	\$ -	Select Yes or No	
V-2					None	\$ -	\$ -	\$ -	Select Yes or No	
V-3					None	\$ -	\$ -	\$ -	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	
<b>Vendor Totals</b>						\$ -	\$ -	\$ -		

<b>Subrecipients &amp; Vendors Grand Totals</b>			
	<b>CEC Share</b>	<b>Match Share</b>	<b>Total</b>
<b>Grand Totals</b>	\$ -	\$ -	\$ -

**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

EPC-24-034: TRC Engineers, Inc.

Select an Indirect Cost Rate Option

Indirect Cost(s)			
	CEC Share	Match Share	Total
<b>Indirect Costs Grand Totals</b>	\$ 202,422	\$ -	\$ 202,422

Profit			
	CEC Share	Match Share	Total
<b>Profit Grand Totals</b>	\$ 49,441	\$ -	\$ 49,441

## AGREEMENT BUDGET

### Budget Updates after Agreement Execution

#### EPC-24-034: TRC Engineers, Inc.

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

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 <i>(will reset after DD review)</i>	Has this budget been approved by the Division Director (DD)?**
			CEC Share Funds			Match Share Funds						
			FROM <i>(Approved Budget Totals)</i>	TO <i>(Revised Budget Totals)</i>	Amount of CEC Funds Moving Between Categories	FROM <i>(Approved Budget Totals)</i>	TO <i>(Revised Budget Totals)</i>	Amount of Match Funds Moving Between Categories				
		<b>Total Budget Reallocation Between Budget Categories</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
4		Direct Labor	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$0	\$0	Select Yes or No
		Fringe Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
		Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
		Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
		Materials/Misc.	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
		Subrecipients/Vendors	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
		Indirect Cost	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
		Profit <i>(not allowed for grant recipients)</i>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
		<b>Totals</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
		<b>Reallocation Decrease Subtotal</b>	\$ -		\$ -		\$ -					
		<b>Reallocation Increase Subtotal</b>	\$ -		\$ -		\$ -					
		<b>Total Budget Reallocation Between Budget Categories</b>	\$ -		\$ -		\$ -					
5		Direct Labor	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$0	\$0	Select Yes or No
		Fringe Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
		Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
		Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
		Materials/Misc.	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
		Subrecipients/Vendors	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
		Indirect Cost	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
		Profit <i>(not allowed for grant recipients)</i>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
		<b>Totals</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
		<b>Reallocation Decrease Subtotal</b>	\$ -		\$ -		\$ -					
		<b>Reallocation Increase Subtotal</b>	\$ -		\$ -		\$ -					
		<b>Total Budget Reallocation Between Budget Categories</b>	\$ -		\$ -		\$ -					
6		Direct Labor	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$0	\$0	Select Yes or No
		Fringe Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
		Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
		Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
		Materials/Misc.	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
		Subrecipients/Vendors	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
		Indirect Cost	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
		Profit <i>(not allowed for grant recipients)</i>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
		<b>Totals</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
		<b>Reallocation Decrease Subtotal</b>	\$ -		\$ -		\$ -					
		<b>Reallocation Increase Subtotal</b>	\$ -		\$ -		\$ -					
		<b>Total Budget Reallocation Between Budget Categories</b>	\$ -		\$ -		\$ -					
		Direct Labor	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
		Fringe Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
		Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
		Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				

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 <i>(will reset after DD review)</i>	Has this budget been approved by the Division Director (DD)?**
			CEC Share Funds			Match Share Funds						
			FROM <i>(Approved Budget Totals)</i>	TO <i>(Revised Budget Totals)</i>	Amount of CEC Funds Moving Between Categories	FROM <i>(Approved Budget Totals)</i>	TO <i>(Revised Budget Totals)</i>	Amount of Match Funds Moving Between Categories				
7	Materials/Misc.	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$0	\$0	Select Yes or No	
	Subrecipients/Vendors	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
	Indirect Cost	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
	Profit <i>(not allowed for grant recipients)</i>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
	<b>Totals</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
	<b>Reallocation Decrease Subtotal</b>			\$ -			\$ -					
	<b>Reallocation Increase Subtotal</b>			\$ -			\$ -					
	<b>Total Budget Reallocation Between Budget Categories</b>			\$ -			\$ -					
8	Direct Labor	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$0	\$0	Select Yes or No	
	Fringe Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
	Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
	Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
	Materials/Misc.	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
	Subrecipients/Vendors	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
	Indirect Cost	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
	Profit <i>(not allowed for grant recipients)</i>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
<b>Totals</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -						
<b>Reallocation Decrease Subtotal</b>			\$ -			\$ -						
<b>Reallocation Increase Subtotal</b>			\$ -			\$ -						
<b>Total Budget Reallocation Between Budget Categories</b>			\$ -			\$ -						
9	Direct Labor	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$0	\$0	Select Yes or No	
	Fringe Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
	Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
	Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
	Materials/Misc.	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
	Subrecipients/Vendors	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
	Indirect Cost	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
	Profit <i>(not allowed for grant recipients)</i>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
<b>Totals</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -						
<b>Reallocation Decrease Subtotal</b>			\$ -			\$ -						
<b>Reallocation Increase Subtotal</b>			\$ -			\$ -						
<b>Total Budget Reallocation Between Budget Categories</b>			\$ -			\$ -						
10	Direct Labor	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$0	\$0	Select Yes or No	
	Fringe Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
	Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
	Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
	Materials/Misc.	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
	Subrecipients/Vendors	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
	Indirect Cost	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
	Profit <i>(not allowed for grant recipients)</i>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
<b>Totals</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -						
<b>Reallocation Decrease Subtotal</b>			\$ -			\$ -						
<b>Reallocation Increase Subtotal</b>			\$ -			\$ -						
<b>Total Budget Reallocation Between Budget Categories</b>			\$ -			\$ -						

Change #	Date Approved	Budget Categories	<i>All values should be rounded to the dollar (\$1)</i>						Brief Description of and Justification for Change	Total Amount of CEC Funds Moving Between Categories	Cumulative CEC Total <i>(will reset after DD review)</i>	Has this budget been approved by the Division Director (DD)?**
			CEC Share Funds			Match Share Funds						
			FROM <i>(Approved Budget Totals)</i>	TO <i>(Revised Budget Totals)</i>	Amount of CEC Funds Moving Between Categories	FROM <i>(Approved Budget Totals)</i>	TO <i>(Revised Budget Totals)</i>	Amount of Match Funds Moving Between Categories				
		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 Division Director Approval:** The cumulative total will reset automatically when it passes \$300K, or the budget has been approved by the Division 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).

**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.

**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.

**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.

**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.

**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.

## 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. Travel Form required for all travel included on an invoice
- **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. The subrecipient (major) should not include retention on their invoice template, so that retention will not be double counted. Doing this puts the responsibility on the recipient to determine how much retention to retain, if any, from their subrecipients based on their contractual agreements with their subrecipients and the CEC.
- **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

<b>Agreement Number</b>	EPC-24-034		
<b>Name of Organization</b>	TRC Engineers, Inc.		
Recipient			
None			
Cost Category	CEC Share	Match Share	Total
Direct Labor	\$ 192,917	\$ -	\$ 192,917
Fringe Benefits	\$ 99,069	\$ -	\$ 99,069
<b>Total Labor</b>	<b>\$ 291,986</b>	<b>\$ -</b>	<b>\$ 291,986</b>
Travel	\$ 17,514	\$ -	\$ 17,514
Equipment	\$ -	\$ -	\$ -
Materials/Miscellaneous	\$ 81,680	\$ -	\$ 81,680
Subrecipients/Vendors	\$ -	\$ -	\$ -
<b>Total Other Direct Costs</b>	<b>\$ 99,194</b>	<b>\$ -</b>	<b>\$ 99,194</b>
Indirect Costs	\$ 202,422	\$ -	\$ 202,422
Profit (not allowed for grant recipients)	\$ 49,441	\$ -	\$ 49,441
<b>Total Indirect and Profit</b>	<b>\$ 251,863</b>	<b>\$ -</b>	<b>\$ 251,863</b>
<b>Grand Totals</b>	<b>\$ 643,043</b>	<b>\$ -</b>	<b>\$ 643,043</b>
<b>Total CEC Reimbursable Funds Spent in California or Paid to California-Based Entities (if applicable)</b>	<b>\$ 610,891</b>		
<b>Percentage of CEC Reimbursable Funds Spent in California or Paid to California-Based Entities</b>	<b>95.00%</b>		

# AGREEMENT BUDGET

## Direct Labor (Unloaded)

### EPC-24-034: TRC Engineers, Inc.

	CEC Share	Match Share	Total
<b>Grand Totals</b>	\$ 192,917	\$ -	\$ 192,917

# **AGREEMENT BUDGET**

## **Fringe Benefits**

### **EPC-24-034: TRC Engineers, Inc.**

	<b>CEC Share</b>	<b>Match Share</b>	<b>Total</b>
<b>Grand Totals</b>	<b>\$ 99,069</b>	<b>\$ -</b>	<b>\$ 99,069</b>

# **AGREEMENT BUDGET**

## **Travel**

### **EPC-24-034: TRC Engineers, Inc.**

	<b>CEC Share</b>	<b>Match Share</b>	<b>Total</b>
<b>Grand Totals</b>	<b>\$ 17,514</b>	<b>\$ -</b>	<b>\$ 17,514</b>

**AGREEMENT BUDGET**

**Equipment**

**EPC-24-034: TRC Engineers, Inc.**

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					0.00	\$ -	\$ -	\$ -	\$ -	\$ -	Select Yes or No	
E-2					0.00	\$ -	\$ -	\$ -	\$ -	\$ -	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	
E-11					0.00	\$ -	\$ -	\$ -	\$ -	\$ -	Select Yes or No	
<b>Grand Totals</b>								\$ -	\$ -	\$ -		

**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**

**EPC-24-034: TRC Engineers, Inc.**

	<b>CEC Share</b>	<b>Match Share</b>	<b>Total</b>
<b>Grand Totals</b>	<b>\$ 81,680</b>	<b>\$ -</b>	<b>\$ 81,680</b>

## AGREEMENT BUDGET

### Subrecipients & Vendors

EPC-24-034: TRC Engineers, Inc.

#### Subrecipients

Reference ID	Task #	Subrecipient <i>(Please Use Legal Name)</i>	Entity Number <i>(CA Secretary of State)</i>	Purpose	CA Business Certifications DVBE/ SB/MB/None	CEC Share	Match Share	Total	Line Item Revised Since Last Approved Budget?	Revision Notes
S-1					None	\$ -	\$ -	\$ -	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	
<b>Subrecipient Totals</b>						<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>		

#### Vendors

Reference ID	Task #	Vendor <i>(Please Use Legal Name)</i>	Entity Number <i>(CA Secretary of State)</i>	Purpose	CA Business Certifications DVBE/ SB/MB/None	CEC Share	Match Share	Total	Line Item Revised Since Last Approved Budget?	Revision Notes
V-1					None	\$ -	\$ -	\$ -	Select Yes or No	
V-2					None	\$ -	\$ -	\$ -	Select Yes or No	
V-3					None	\$ -	\$ -	\$ -	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	
<b>Vendor Totals</b>						\$ -	\$ -	\$ -		

Subrecipients & Vendors Grand Totals			
	CEC Share	Match Share	Total
<b>Grand Totals</b>	\$ -	\$ -	\$ -

**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

EPC-24-034: TRC Engineers, Inc.

Select an Indirect Cost Rate Option

Indirect Cost(s)			
	CEC Share	Match Share	Total
<b>Indirect Costs Grand Totals</b>	\$ 202,422	\$ -	\$ 202,422

Profit			
	CEC Share	Match Share	Total
<b>Profit Grand Totals</b>	\$ 49,441	\$ -	\$ 49,441

## AGREEMENT BUDGET

### Budget Updates after Agreement Execution

#### EPC-24-034: TRC Engineers, Inc.

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

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 <i>(will reset after DD review)</i>	Has this budget been approved by the Division Director (DD)?**	
			CEC Share Funds			Match Share Funds							
			FROM <i>(Approved Budget Totals)</i>	TO <i>(Revised Budget Totals)</i>	Amount of CEC Funds Moving Between Categories	FROM <i>(Approved Budget Totals)</i>	TO <i>(Revised Budget Totals)</i>	Amount of Match Funds Moving Between Categories					
		<b>Total Budget Reallocation Between Budget Categories</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
4		Direct Labor	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$0	\$0	Select Yes or No	
		Fringe Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					\$ -
		Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					\$ -
		Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					\$ -
		Materials/Misc.	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					\$ -
		Subrecipients/Vendors	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					\$ -
		Indirect Cost	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					\$ -
		Profit <i>(not allowed for grant recipients)</i>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					\$ -
		<b>Totals</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					\$ -
		<b>Reallocation Decrease Subtotal</b>	\$ -		\$ -		\$ -						\$ -
		<b>Reallocation Increase Subtotal</b>	\$ -		\$ -		\$ -						\$ -
		<b>Total Budget Reallocation Between Budget Categories</b>	\$ -		\$ -		\$ -						
5		Direct Labor	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$0	\$0	Select Yes or No	
		Fringe Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					\$ -
		Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					\$ -
		Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					\$ -
		Materials/Misc.	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					\$ -
		Subrecipients/Vendors	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					\$ -
		Indirect Cost	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					\$ -
		Profit <i>(not allowed for grant recipients)</i>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					\$ -
		<b>Totals</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					\$ -
		<b>Reallocation Decrease Subtotal</b>	\$ -		\$ -		\$ -						\$ -
		<b>Reallocation Increase Subtotal</b>	\$ -		\$ -		\$ -						\$ -
		<b>Total Budget Reallocation Between Budget Categories</b>	\$ -		\$ -		\$ -						
6		Direct Labor	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$0	\$0	Select Yes or No	
		Fringe Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					\$ -
		Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					\$ -
		Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					\$ -
		Materials/Misc.	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					\$ -
		Subrecipients/Vendors	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					\$ -
		Indirect Cost	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					\$ -
		Profit <i>(not allowed for grant recipients)</i>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					\$ -
		<b>Totals</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					\$ -
		<b>Reallocation Decrease Subtotal</b>	\$ -		\$ -		\$ -						\$ -
		<b>Reallocation Increase Subtotal</b>	\$ -		\$ -		\$ -						\$ -
		<b>Total Budget Reallocation Between Budget Categories</b>	\$ -		\$ -		\$ -						
		Direct Labor	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
		Fringe Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					\$ -
		Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					\$ -
		Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					\$ -

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 Division 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				
7		Materials/Misc.	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$0	\$0	Select Yes or No
		Subrecipients/Vendors	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
		Indirect Cost	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
		Profit (not allowed for grant recipients)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
		<b>Totals</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
		<b>Reallocation Decrease Subtotal</b>			\$ -			\$ -				
		<b>Reallocation Increase Subtotal</b>			\$ -			\$ -				
		<b>Total Budget Reallocation Between Budget Categories</b>			\$ -			\$ -				
8		Direct Labor	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$0	\$0	Select Yes or No
		Fringe Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
		Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
		Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
		Materials/Misc.	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
		Subrecipients/Vendors	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
		Indirect Cost	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
		Profit (not allowed for grant recipients)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
<b>Totals</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -						
<b>Reallocation Decrease Subtotal</b>			\$ -			\$ -						
<b>Reallocation Increase Subtotal</b>			\$ -			\$ -						
<b>Total Budget Reallocation Between Budget Categories</b>			\$ -			\$ -						
9		Direct Labor	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$0	\$0	Select Yes or No
		Fringe Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
		Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
		Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
		Materials/Misc.	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
		Subrecipients/Vendors	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
		Indirect Cost	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
		Profit (not allowed for grant recipients)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
<b>Totals</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -						
<b>Reallocation Decrease Subtotal</b>			\$ -			\$ -						
<b>Reallocation Increase Subtotal</b>			\$ -			\$ -						
<b>Total Budget Reallocation Between Budget Categories</b>			\$ -			\$ -						
10		Direct Labor	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$0	\$0	Select Yes or No
		Fringe Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
		Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
		Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
		Materials/Misc.	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
		Subrecipients/Vendors	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
		Indirect Cost	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
		Profit (not allowed for grant recipients)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
<b>Totals</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -						

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 <i>(will reset after DD review)</i>	Has this budget been approved by the Division Director (DD)?**
			CEC Share Funds			Match Share Funds						
			FROM <i>(Approved Budget Totals)</i>	TO <i>(Revised Budget Totals)</i>	Amount of CEC Funds Moving Between Categories	FROM <i>(Approved Budget Totals)</i>	TO <i>(Revised Budget Totals)</i>	Amount of Match Funds Moving Between Categories				
		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 Division Director Approval:** The cumulative total will reset automatically when it passes \$300K, or the budget has been approved by the Division 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).

**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.

**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.

**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.

**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.

**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.

## EXHIBIT D Contacts List

<p><b>Commission Agreement Manager:</b> (Progress Reports and Non-Confidential Products may be emailed to the CAM or uploaded into ECAMS with Invoice.) Dustin Davis California Energy Commission 715 P Street, MS-51 Sacramento, CA 95814 Phone: (916) 343-8542 e-mail: <a href="mailto:dustin.L.davis@energy.ca.gov">dustin.L.davis@energy.ca.gov</a></p>	<p><b>Recipient Project Manager:</b></p> <p>Name: Caton Mande Address: UC Davis WCEC 215 Sage Street Ste 100 Davis, CA 95616-7379 Telephone: 530-752-1789 Fax: NA Email: <a href="mailto:cwmande@ucdavis.edu">cwmande@ucdavis.edu</a></p>
<p><b>Confidential Products:</b></p> <p>Email a request to submit Confidential Products to: <a href="mailto:CGLfiles@energy.ca.gov">CGLfiles@energy.ca.gov</a></p> <p>Subject line should read: <i>Request to Submit Confidential Products:</i></p>	<p><b>Recipient Administrator:</b></p> <p>Name: CaTia Daniels Address: Sponsored Programs Office of Research One Shields Avenue, Mrak Hall 4th Floor Davis, CA 95616-5270 Telephone: 530-754-3721 Email: <a href="mailto:awards@ucdavis.edu">awards@ucdavis.edu</a></p>
<p>Use the <b>below</b> contact information for agreements that are entered in the ECAMS platform.</p> <p><b>Please submit electronic invoices in ECAMS:</b> <a href="https://ecams.energy.ca.gov/s/login/">https://ecams.energy.ca.gov/s/login/</a></p>	<p><b>Recipient Accounting Officer:</b></p> <p>Name: Mario Reina-Guerra Associate Director Address: 1441 Research Park Drive Davis, CA 95618 Telephone: 530-757-8525 Email: <a href="mailto:cga-invoices@ucdavis.edu">cga-invoices@ucdavis.edu</a></p>
<p><b>Commission Legal Notices:</b> Kevyn Piper Grants Manager (Acting) 715 P Street, MS-18 Sacramento, CA 95814 Phone: (916) 827-9294 e-mail: <a href="mailto:Kevyn.Piper@energy.ca.gov">Kevyn.Piper@energy.ca.gov</a></p>	<p><b>Recipient Legal Notices:</b></p> <p>Name: Denise Ehlen Executive Associate Vice Chancellor for Research Address: Sponsored Programs One Shields Avenue, Mrak Hall 4th Floor Davis, CA 95616-5270 Telephone: 530-754-7700 Email: <a href="mailto:awards@ucdavis.edu">awards@ucdavis.edu</a></p>

**EXHIBIT C  
EPIC UC TERMS AND CONDITIONS**

**TABLE OF CONTENTS**

<b>SECTION</b>	<b>PAGE NO.</b>
1. Grant Agreement .....	2
2. Attachments and References.....	2
3. Applicable Laws .....	3
4. Due Diligence.....	3
5. Products .....	3
6. Reports.....	3
7. Legal Statement on Reports and Products .....	5
8. Amendments.....	5
9. Contracting and Procurement Procedures.....	6
10. Permits and Clearances.....	8
11. Equipment.....	8
12. Termination .....	8
13. Travel and Per Diem .....	9
14. Standard of Performance.....	10
15. Payment of Funds.....	10
16. Recordkeeping, Cost Accounting, and Auditing.....	13
17. Indemnification .....	15
18. Workers' Compensation Insurance .....	16
19. Confidentiality.....	16
20. Pre-Existing Intellectual Property, Independently Funded Intellectual Property, and Pre-existing Data .....	17
21. Intellectual Property .....	19
22. Royalty Payments to the Energy Commission.....	24
23. General Provisions.....	25
24. Certifications and Compliance .....	27
25. Definitions .....	29
26. Terms & Conditions Required for State-Funded Research Grants.....	34

## EXHIBIT C

### EPIC UC TERMS AND CONDITIONS

#### **1. Grant Agreement**

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

**Project** refers to the entire effort undertaken and planned by the Recipient, including the work co-funded by the Commission. The project may coincide with or extend beyond the Agreement period. **Project tasks** refer to the work elements of the project. Typically, there are distinct projects tasks within the project being paid for by the Commission under this Agreement.

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

All work and/or the expenditure of funds (Energy Commission-reimbursed and/or match share) must occur within the approved term of this Agreement. The Energy Commission cannot authorize any payments until all parties sign this Agreement. The start term of this Agreement is either the specified start term or the date the Energy Commission signs the Agreement, whichever is later. The Energy Commission will only sign the Agreement after the Recipient signs it and it has been approved at an Energy Commission Business Meeting.

#### **2. Attachments and References**

The following are attached and hereby expressly incorporated into this Agreement.

- A. The funding solicitation for the project supported by this Agreement
- B. The Recipient's proposal submitted in response to the solicitation, but in the event of a conflict between the proposal and this Agreement, this Agreement prevails
- C. Confidentiality Exhibit (if applicable)
- D. Intellectual Property Exhibit (if applicable)
- E. Information Practices Exhibit (if applicable)
- F. Special Conditions (if applicable)

The federal regulations identified below are incorporated by reference as part of this Agreement. These Terms and Conditions and any Special Conditions take precedence over the regulations:

2 CFR Part 200 (See cost principles in Subpart E, Sections 200.400 et seq.  
See procurement standards in Subpart D, Sections 200.317 et seq.)

### **3. Applicable Laws**

Recipient agrees to abide by all federal, state, and local laws and regulations applicable to the project even if they are not stated in this Agreement.

Recipient also asserts that it follows the Information Practices Act (“IPA”) as codified at California Civil Code sections 1798 et seq. To the extent that Recipient will collect or otherwise have access to Personal Information as defined in the IPA in carrying out the Scope of Work of this Agreement, Recipient will follow the requirements of the IPA. Subject to applicable IPA disclosure restrictions, other applicable pre-existing use and disclosure restrictions identified in Attachment 1, or any other provisions in this Agreement, including but not limited to Confidentiality, Recipient may provide the Commission access to Personal Information collected under this Agreement only for the purpose of verifying aspects of the Recipient’s analysis. The Commission takes no ownership interest in or license to the Personal Information.

### **4. Due Diligence**

The Recipient is required to take timely actions which, taken collectively, move this project to completion. The Commission Agreement Manager will periodically evaluate the schedule for completion of Scope of Work tasks. If the Commission Agreement Manager determines (1) the Recipient is not being diligent in completing the tasks in the Scope of Work or (2) the time remaining in the funding award is insufficient to complete all project work tasks not later than the Agreement term date, the Project Manager shall consult with the Recipient to determine whether the tasks will be completed according to schedule. If completion cannot be completed on schedule or by a mutually agreeable extension in time, the Energy Commission may, without prejudice to any of its remedies, terminate this Agreement in accordance with the Termination provisions stated in Section 12.

### **5. Products**

Unless otherwise directed, draft copies of all Products identified in the Scope of Work shall be submitted to the Energy Commission’s Accounting Office at the address below. The Accounting Office will forward Products to the Commission Agreement Manager for review and comment. The Recipient will submit an original and two copies of the final version of all Products to the Accounting Office.

California Energy Commission  
Accounting Office  
1516 Ninth Street, MS-2  
Sacramento, CA 95814

### **6. Reports**

#### **A. Submission of Reports**

All Reports will be submitted to the Accounting Office at the address listed in Section 5 above. The Commission Agreement Manager (CAM) will provide the reporting components, style, and formatting requirements to the Principal Investigator.

B. Progress Reports

The Recipient shall prepare progress Reports on the schedule provided and in the manner and form specified in the Scope of Work. The Recipient shall prepare progress Reports, which summarize all grant activities conducted by the Recipient for the reporting period, including an assessment of the ability to complete the project within the current budget and any anticipated cost overruns.

C. Final Reports

The Recipient shall prepare a final Report outline, draft final Report and final Report on the schedule provided in the Scope of Work. The final Report shall describe the original purpose, approach, results and conclusions of the work done under this Agreement.

The Payment Request for the final payment (including any retention) may only be submitted after the final Report is completed and the Commission Agreement Manager has verified that all work has been completed in accordance with the requirements of this Agreement.

D. Rights in Reports

The Energy Commission retains ownership and copyright rights in all Reports produced and delivered pursuant to this Agreement, including the right to grant others any or all copyright rights in such materials. The Energy Commission grants Recipient a fully paid-up, royalty-free, nonexclusive, nontransferable, nonsublicensable, irrevocable license to reproduce, prepare derivative works, distribute copies, perform publicly, and display publicly such Reports for educational and research purposes and to allow other educational and nonprofit institutions to do so for educational and research purposes.

E. Failure to Comply with Reporting Requirements

Failure to comply with the reporting requirements contained in this award will be considered a material noncompliance with the terms of the award.

## **7. Legal Statement on Reports and Products**

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. This report has not been approved or disapproved by the Energy Commission nor has the Energy Commission passed upon the accuracy of the information in this report.

## **8. Amendments**

### **A. Procedure for Requesting Changes**

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

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

### **B. Approval of Changes**

Certain changes to the Agreement (e.g., changes that increase the Agreement amount or substitute one Recipient for another) must be approved at a Commission business meeting or by the Executive Director (or his/her designee). Generally, changes that are not significant to the Agreement may be documented in a Letter of Agreement signed by both parties (electronic signatures are acceptable).

The Contract Agreement Manager or Contract 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 Commission Agreement Manager, in addition to the appropriate level of Commission approval as described in subsection B.

- i. Replacement of Key Personnel, Subcontractors, and Vendors  
The Commission Agreement Manager must provide advance written approval of the replacement of Key Personnel, Key Subcontractors, and Key Vendors who are both identified in the Agreement and are critical to the outcome of the project, such as the Project Manager.
- ii. Assignment of New Personnel to an Existing Job Classification  
If the Recipient or a subcontractor seeks to assign new personnel who are critical to the outcome of the project 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 Commission Agreement Manager 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.
- iii. Promotion of Existing Personnel to an Existing Job Classification  
Recipient or subcontractor personnel that are identified in Exhibit B may be assigned to a higher-paying job classification identified in Exhibit B.
- iv. Addition of Subcontractors  
In order to add subcontractors to Exhibit B, the Commission Agreement Manager must submit a "Subcontractor Addition" form to the Commission Agreement Officer. The form identifies the new subcontractor, bidding method used (competitive or non-competitive), and the tasks the new subcontractor will perform.
- v. Addition of Job Classifications
- vi. Increased Rates that Exceed the Rates Identified in Exhibit B.
- vii. Increased total costs above the total grant award amount. The Commission will not be liable for expenses exceeding the total grant award amount, unless an amendment has been approved.

## **9. Contracting and Procurement Procedures**

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

Subcontracting criteria are specified in the applicable federal regulations incorporated by reference in this Agreement. 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 and any Code of Federal Regulations incorporated by reference in this Agreement.

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

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 except those with U.S. Department of Energy National Laboratories must incorporate all of the following:

- A. A clear and accurate description of the material, products, or services to be procured as well as a detailed budget and timeline.
- B. Provisions which 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.
- C. Provisions for termination by the Recipient including termination procedures and the basis for settlement.
- D. Any additional requirements specified in the federal regulations incorporated by reference in this Agreement.
- E. Further assignments shall not be made to any third or subsequent tier subcontractor without additional advance written consent of the Energy Commission's Grants Officer.

All subcontracts except those with U.S. Department of Energy National Laboratories must also incorporate language conforming to the following provisions specified in this Agreement and contain the following provisions:

- A. Standard of Performance
- B. Nondiscrimination
- C. Indemnification
- D. Pre-Existing Intellectual Property, Independently Funded Intellectual Property, and Pre-existing Data
- E. Intellectual Property
- F. Royalty Payments to the Energy Commission
- G. Travel and Per Diem
- H. Equipment
- I. Recordkeeping, Cost Accounting, and Auditing
- J. Access to Sites and Records
- K. Legal Notice
- L. Survival of the following sections:
  - i. Recordkeeping, Cost Accounting and Auditing

- ii. Equipment
- iii. Pre-Existing Intellectual Property, Independently Funded Intellectual Property, and Pre-existing Data
- iv. Intellectual Property
- v. Royalty Payments to the Energy Commission
- vi. Access to Sites and Records

Nothing contained in this Agreement or otherwise, shall create any contractual relation between the Energy Commission and any subcontractors, and no subcontract shall relieve the Recipient of its responsibilities and obligations hereunder.

Recipient shall be responsible for establishing and maintaining contractual agreements with and reimbursement of each subcontractor for work performed in accordance with the terms of this Agreement.

All subcontracts entered into pursuant to this Agreement shall be subject to examination and audit by the Bureau of State Audits for a period of three years after final payment under this Agreement.

Failure to comply with the above requirements may result in the termination of this Agreement.

#### **10. 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.

#### **11. 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 shall not encumber the property without Commission Agreement Manager approval.

Recipient should refer to the applicable federal regulations incorporated by reference in this Agreement for additional equipment requirements.

#### **12. Termination**

##### **A. Default**

In the event of any default of this Agreement, the Commission may, without prejudice to any of its other legal remedies, terminate this Agreement upon five (5)-days written notice to UC.

##### **B. For Cause**

The Commission may, for cause, and at its option, terminate this Agreement upon giving thirty (30)-days advance written notice to UC. In such event, UC agrees to use all reasonable efforts to mitigate its expenses and obligations.

The term “for cause” includes, but is not limited to, the following reasons:

- i. Loss or redirection of State or Federal funding for this Agreement;
- ii. Significant change in State or Commission policy such that the work or Product being funded would not be supported by the Commission;
- iii. Change in Commission’s staffing such that the work or Product being funded can be done by staff of the Commission.

C. Allowable Costs

The federal regulations incorporated into this agreement shall be used to determine allowable termination costs, but not in excess of the total amount of the Agreement.

D. Executive Order N-6-22 – Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Recipient is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Recipient advance written notice of such termination, allowing Recipient at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

**13. Travel and Per Diem**

- E. Recipient shall be reimbursed for travel and per diem for trips in accordance with the Regents-approved rates for University of California (UC) employees. Recipient shall provide a copy of the current Regents-approved rates to the Energy Commission upon request. Travel expenses in excess of Regents-approved rates cannot be reimbursed.

- F. Those trips already identified in the Budget section are considered approved when this Agreement goes into effect. Travel not listed in the Budget section of this Agreement shall require prior written authorization from the Commission Agreement Manager. When requesting such approval, Recipient will identify who shall travel, the purpose of travel and the destination.
- G. Any Department of Energy (DOE) authorized travel shall be reimbursed on the same basis as the DOE approved rates in effect during this Agreement.
- H. UC must document travel expenses in its financial records as follows:
  - i. Expenses must be detailed using the current UC Regents / DOE-approved rates.
  - ii. Expenses must be listed by trip, including dates and times of departure and return.
  - iii. UC/DOE must retain receipts for travel expenses claimed for audit and verification.
- I. Travel not listed in the Budget section of this Agreement shall require prior written authorization, via e-mail or other means, from the Commission Agreement Manager.

#### **14. Standard of Performance**

- A. 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 scientific and engineering research fields.
- B. The failure of a project to achieve the technical or economic goals stated in the Scope of Work is not a basis for the Energy Commission to determine that the work is unacceptable, unless the work conducted by the Recipient or its subcontractors is deemed by the Energy Commission to have failed the foregoing standard of performance.
- C. In the event that Recipient or its subcontractor fails to perform in accordance with the foregoing standard of performance, the Commission Agreement Manager and the Recipient Project Manager shall seek to negotiate in good faith an equitable resolution satisfactory to both parties.
- D. Nothing contained in this section is intended to limit any of the rights or remedies which the Energy Commission may have under law.

#### **15. Payment of Funds**

- A. **Payment Requests**

Unless indicated otherwise in Special Conditions, the Recipient may request payment from the Energy Commission at any time during the term of this Agreement, but no more frequently than monthly, although it is preferred that payment requests be submitted with the progress reports.

Payments will generally be made on a reimbursement basis for Recipient's expenditures, i.e., after the Recipient has paid 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 award have a limited period in which they must be expended. All Recipient expenditures must occur within the approved term of this Agreement.

**B. Advance Payment**

- i. UC may make advance payments to UC campuses, Federal Laboratories, California State Agencies, the California State University and Community College systems, and Federal Agencies. UC shall not provide advance payment without prior written approval from both the Commission Agreement Manager and the Commission Agreement Officer.
- ii. UC can submit the first invoice for advance payment at any time. Thereafter, Contractor shall submit all invoices for advance payment on a quarterly basis.
- iii. If the estimated period of performance exceeds ninety (90) days and the estimated cost exceeds \$25,000, the Commission shall advance funds incrementally. In such a case, UC will initially invoice the Commission in an amount sufficient to permit the work to proceed for one hundred and eighty (180) days and thereafter invoice the Commission to maintain approximately a ninety (90) day period that is funded in advance.
- iv. A reconciliation report, reflecting actual costs, shall be submitted every quarter after the initial advance payment. This report is due within 30 days after the end of each quarter. The reconciliation report shall include detail as provided in the Payment Request Format clause below.
- v. Other than the initial advance payment, the Commission Agreement Manager will approve advance payments provided that the Commission Agreement Manager has received and accepted the Reports, and any other required Products for the previous period.
- vi. Upon completion or termination of this Agreement, Contractor shall refund any excess funds to the Commission within sixty (60) calendar days.

**C. Payment Request Format**

A request for payment shall consist of, but not be limited to, the following:

- i. Agreement number, date prepared, and billing period.
- ii. Operating expenses, including equipment, travel, miscellaneous, and materials.

- iii. A report of Match Funds expenditures (actual cash and in-kind services).
- iv. Fees (fringe, direct and indirect overheads, general and administrative, profit, etc.). Identify actual and cumulative amounts by budget category.
- v. A report of the in-State expenditures associated with the request for payment and the cumulative-to-date of in-State expenditures for the project. This report can be listed on the request for payment or appended to it as an attachment.
- vi. A copy of the UC General Ledger for the request for payment period.

The Energy Commission will accept computer-generated or electronically transmitted invoices without backup documentation provided that the Recipient sends a hardcopy the same day.

Recipient shall submit all invoices to the following address:

California Energy Commission  
Accounting Office  
EPIC Grant Program  
1516 Ninth Street, MS-2  
Sacramento, CA 95814

D. Release of Funds

Each invoice is subject to both Commission Agreement Manager and Commission Grants Officer approval. The Commission Agreement Manager will not process any payment request during the Agreement term if the following conditions have not been met:

- i. All required Products and Reports have been submitted and are in accordance with the Standard of Performance Clause.
- ii. All applicable special conditions have been met.
- iii. All appropriate permits or permit waivers from governmental agencies have been issued to the Recipient and copies have been received by the Commission Agreement Manager.

Payments shall be made to the Recipient only for undisputed invoices. An undisputed invoice is an invoice executed by the Recipient for project expenditures, that meets all payment conditions of the Agreement, and for which additional evidence is not required to make payment. The invoice may be disputed if all Products due for the billing period have not been received and approved, 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 via a Dispute Notification Form within 15 working days of receipt of the invoice. On any disputed invoice, the Commission shall withhold payment only on that portion of the invoice that is disputed.

E. Indirect Costs

For any of the 10 University of California (UC) campuses and the UC Office of the President, whether funds are received through a prime award or through a subaward from another UC location, the maximum indirect cost rate allowable under this Agreement is 25% of Modified Total Direct Cost (MDTC).

F. Retention

No retention will be withheld under this Agreement.

G. State Controller's Office

Payments are made by the State Controller's Office.

**16. Recordkeeping, Cost Accounting, and Auditing**

A. Cost Accounting

Recipient agrees to keep separate, complete, and correct accounting of the costs involved in completing the grant and match funded (if any) portion of this project. The Energy Commission or its agent shall have the right to examine Recipient's books of accounts at all reasonable times to the extent and as is necessary to verify the accuracy of Recipient's reports.

B. Accounting Procedures

The Recipient's costs shall be determined on the basis of the Recipient's accounting system procedures and practices employed as of the effective date of this Agreement, provided that the Recipient shall use 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 shall 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 provided, further, that such costs may be accumulated and reported in greater detail during performance of this Agreement. The Recipient's accounting system shall distinguish between direct costs 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. Allowability of Costs

i. Allowable Costs

The costs for which the Recipient shall be reimbursed under this Agreement include all costs, direct and indirect, incurred in the performance of work that are identified in the grant Budget. Costs must be incurred within the term of the Agreement. Factors to be considered in determining whether an individual item of cost is allowable include (i) reasonableness of the item, (ii) appropriate use of the allocability of the item to the work, (iii) applicable federal cost principles incorporated by reference in this Agreement, and (iv) the terms and conditions of this Agreement.

ii. Unallowable Costs

The following is a description of some specific items of cost that are unallowable; provided, however, that the fact that a particular item of cost is not included shall not mean that it is allowable. Details concerning the allowability of costs are available from the Energy Commission's Accounting Office.

- a. Profit or Fees, Contingency Costs, Imputed Costs, Fines and Penalties, Losses, Excess Profit Taxes and increased rates for this Agreement (if not otherwise approved by the Energy Commission as described in Section 8 of this Agreement).
- b. The Energy Commission will pay for state or local sales or use taxes on expenditures. The State of California is exempt from Federal excise taxes.

- iii. Except as provided for in this Agreement, Recipient shall use the federal regulations incorporated by reference in this Agreement when determining allowable and unallowable costs. In the event of a conflict, this Agreement takes precedence over the federal regulations.

D. Audit Rights

Recipient shall 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 performing this Agreement. The Energy Commission, an agency of the state or, at the Energy Commission's option, a public accounting firm designated by the Energy Commission, may audit such accounting records at all reasonable times with prior notice by the Energy Commission. The Energy Commission shall bear the expense of such audits. It is the intent of the parties that such audits shall 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 following payment by the Energy Commission of the Recipient's final invoice. However, performance of any such interim audits by the Energy Commission does not preclude further audit.

Recipient agrees that the Energy Commission, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting source documentation pertaining to the performance of this Agreement. Recipient agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of record retention is stipulated. Recipient agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Recipient agrees to include a similar right of the state to audit records and interview staff in any subcontract related to performance of this Agreement.

E. Refund to the Energy Commission

If the Energy Commission determines, that any invoiced and paid amounts exceed the actual allowable incurred costs, Recipient shall repay such amounts to the Energy Commission within thirty (30) days of request or as otherwise agreed by the Energy Commission and Recipient. If the Energy Commission does not receive such repayments, the Energy Commission shall be entitled to withhold further payments under this Agreement to the Recipient or seek repayment from the Recipient.

F. Match Funds

If the Budget includes a Match Funds requirement, the Recipient's commitment of resources, as described in this Agreement, is a required expenditure for receipt of Energy Commission funds. Grant funds will be released only if the required percentages of Match Funds are expended. The Recipient must maintain accounting records detailing the expenditure of the Match Funds (actual cash and in-kind services) reported as Match Funds expenditures on the Recipient's request for payment.

**17. Indemnification**

Recipient shall defend, indemnify and hold the State of California and its agencies (including the Energy Commission and the California Public Utilities Commission), their respective officers, employees and agents harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Recipient, its officers, agents or employees.

The Energy Commission shall defend, indemnify and hold Recipient, its officers, employees and agents harmless from and against any and all liability, loss expense, attorneys' fees or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the State of California, its officers, agents or employees.

## 18. 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 Commission Agreement Manager satisfactory evidence of this insurance at any time the Commission Agreement Manager 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 Commission Agreement Manager satisfactory evidence of this insurance at any time the Commission Agreement Manager may request.

## 19. Confidentiality

- A. Identification of Confidential Information
  - i. For purposes of this Agreement, “**Confidential Information**” means any data or information that is proprietary to the Disclosing Party, allowed to be kept confidential under the California Public Records Act (Government Code §6250 et seq.) or other applicable law, and not publicly known at the time of disclosure to the receiving party. The obligations contained in this clause shall not apply to any confidential information which:
    - a. After disclosure becomes publicly known otherwise than through a breach by the receiving party, its officers, employees, agents or contractors;
    - b. Can be shown by reasonable proof by the receiving party to have reached its hands otherwise than by being communicated by the other party including being known to it prior to disclosure, or having been developed by or for it wholly independently of the other party or having been obtained from a third party without any restriction on disclosure on such third party of which the recipient is aware, having made due enquiry;
    - c. Is required by law, regulation or order of a competent authority (including any regulatory or governmental body or securities exchange) to be disclosed by the receiving party, provided that, where practicable, the disclosing party is given reasonable advance notice of the intended disclosure and provided that the relaxation of the obligations of confidentiality shall only last for as long as necessary to comply with the relevant law, regulation or order and shall apply solely for the purposes of such compliance; or
    - d. Is approved for release, in writing, by an authorized representative of the disclosing party.

- ii. Attachment 1 to this Exhibit contains a description of the Products and Reports which contain Confidential Information, per agreement of the Recipient and the Energy Commission. The Energy Commission will not disclose the Confidential Information, except as provided in subsection B. The parties shall redact the Confidential Information from these Products and Reports prior to any public disclosure of the Products.
- iii. If additional Confidential Information is developed or collected during the course of this Agreement (beyond that described in Attachment 1), the Recipient will follow the procedures for a request for designation of Confidential Information as specified in Title 20 California Code of Regulations (CCR) Section 2505.

The Energy Commission's Executive Director will make the confidentiality determination. Following this determination, the Confidential Information may be added to Attachment 1 through a Letter of Agreement (see the "Amendments" section). The Energy Commission will not disclose the Confidential Information subject to an application for confidential designation except as provided in this subsection.

- iv. When submitting Products and Reports 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 Commission Agreement Manager may require the Recipient to submit a non-confidential version of the Product or Report, 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

Disclosure of Confidential Information by the Energy Commission may only be made pursuant to 20 CCR 2506, 2507, and 2508. All confidential data, records, Products, or Reports that are legally disclosed by the Recipient or any other entity become public records and are no longer subject to the above confidentiality designation.

**20. Pre-Existing Intellectual Property, Independently Funded Intellectual Property, and Pre-existing Data**

A. Ownership

The Energy Commission makes no ownership, license, or royalty claims to Pre-existing Intellectual Property, Independently Funded Intellectual Property, Pre-existing Data, Project-relevant Pre-existing Intellectual Property, Project-relevant Independently Funded Intellectual Property, or Project-relevant Pre-existing Data.

- B. Project-relevant Pre-Existing Intellectual Property, and Project-relevant Independently Funded Intellectual Property (collectively, “Project-relevant Intellectual Property”) and Project-relevant Pre-existing Data
- i. Identification of Project-relevant Intellectual Property and Project-relevant Pre-existing Data
    - a. All Project-relevant Pre-existing Intellectual Property of Key Personnel that is owned or controlled by Recipient is listed in Attachment 1 to this Exhibit. Within sixty (60) days of becoming aware that additional Project-relevant Pre-existing Intellectual Property of Key Personnel that is owned or controlled by Recipient has been or will be used in the performance of this Agreement, Recipient will notify the Energy Commission. Attachment 1 may be amended by a Letter of Agreement (see the “Amendments” section).
    - b. All Project-relevant Independently Funded Intellectual Property of Key Personnel that is owned or controlled by Recipient and the source of funding for such Intellectual Property is described in Attachment 1 to this Exhibit. Within sixty (60) days of becoming aware that additional Project-relevant Independently Funded Intellectual Property of Key Personnel that is owned or controlled by Recipient has been or will be used in the performance of this Agreement, Recipient will notify the Energy Commission. Attachment 1 may be amended by a Letter of Agreement (see the “Amendments” section).
    - c. During the term of this Agreement, Recipient will use reasonable efforts to notify the Energy Commission of any Project-relevant Intellectual Property of Key Personnel that is owned or controlled by Recipient that Recipient becomes actually aware of, with the qualification that Recipient is not in a position to guarantee that all potential Project-relevant Intellectual Property has been identified.
    - d. If Recipient will be using Project-relevant Pre-existing Data of Key Personnel that is owned or controlled by Recipient in the performance of this Agreement that have restrictions on use, such data and use restrictions will also be identified in Attachment 1, which may be amended by a Letter of Agreement (see the “Amendments” section).
  - ii. Access to Project-Relevant Intellectual Property and Project-relevant Pre-existing Data

The Energy Commission and California Public Utilities Commission may access Project-relevant Intellectual property identified in Attachment 1, and Project-relevant Pre-existing Data of Key Personnel that is owned or controlled by Recipient, whether or not it is identified in Attachment 1, but only to the extent that such access 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 Report; or (b) establish a baseline for repayment purposes. No express or implied licenses or other rights are provided to the Energy Commission and CPUC under any patents, patent applications, or other proprietary rights of the Recipient.

Upon the Commission Agreement Manager's request, the Recipient will provide the Commission Agreement Manager and any reviewers designated by the Energy Commission or the CPUC with access to review the Recipient's Project-relevant Intellectual Property and Project-relevant Pre-existing Data. If such Project-relevant Intellectual Property or Project-relevant Pre-existing Data has been designated as Confidential Information as specified in Section 19, the Energy Commission will only disclose it under the circumstances specified in Title 20 CCR Sections 2506, 2507, and 2508.

iii. Preservation of Project-Relevant Intellectual Property

The Recipient will preserve any of its Project-relevant Intellectual Property at its own expense for at least five (5) years from the Agreement's end date or until the timeframe in Recipient's retention policy, whichever is longer. Notwithstanding the foregoing, Recipient has the sole right but not the obligation to prosecute or maintain patent protection for any of its Project-relevant Intellectual Property at any time.

The Energy Commission and the CPUC will have reasonable access to the Project-relevant Intellectual Property and Project-relevant Pre-existing Data throughout the retention period for purposes specified in this Section 20 of the Agreement.

- C. All terms of this Section 20 above will be flowed down to Subcontractors, including the access rights to Project-relevant Intellectual Property and Project-relevant Pre-existing Data in part B.ii.

## **21. Intellectual Property**

A. Ownership

Except as otherwise specified in this Agreement, the Recipient owns all Intellectual Property created, conceived or reduced to practice, discovered, made, developed, or altered by Recipient in the performance of this Agreement.

## B. Data Rights

- i. Pre-existing Data that will be included as a deliverable under this Agreement will be identified in Attachment 1. If the Commission provides its own pre-existing data, the Commission shall mark all such data, and Recipient and its subcontractors may only use it for purposes of the Scope of Work of this Agreement, unless such data is otherwise publicly available.
- ii. At the Commission's expense for actual cost of duplication and delivery, Recipient shall deliver additional Project Data that is specifically requested by the Commission.
- iii. The Commission and CPUC shall have the unrestricted right to use the Deliverable Data and delivered Project Data, subject to applicable pre-existing use and disclosure restrictions identified in Attachment 1 and other provisions in this Agreement, including but not limited to Confidentiality.
- iv. The Recipient shall have the unrestricted right to use Project Data, subject to applicable use and disclosure restrictions identified in Attachment 1 and other provisions in this Agreement, including but not limited to, Confidentiality.

## C. Copyrights

- i. All rights in Copyrightable Works other than Reports first created by the Recipient are the property of the Recipient. Unless pre-existing restrictions are listed under Attachment 1, the Recipient grants The State of California, including the Commission, a fully paid-up, royalty-free, non-exclusive, non-transferable, non-sublicensable, irrevocable license to reproduce, prepare derivative works, distribute copies, perform publicly, and display publicly Copyrightable Works specified for delivery to the Commission in the Scope of Work, to fulfill the State of California's governmental purposes, including the Commission's statutory objectives.
- ii. Notwithstanding C.i. directly above, when the purpose of the Scope of Work is specifically to create a Copyrightable Work for use by the Commission and that fact is indicated in the Scope of Work, then all rights in such Copyrightable Work will be the property of the Commission. The Commission grants to Recipient a fully paid-up, royalty-free, non-exclusive, non-transferable, non-sublicensable, irrevocable license to reproduce, prepare derivative works, distribute copies, perform publicly, and display publicly such Copyrightable Work for educational and research purposes and to allow other educational and nonprofit institutions to do so for educational and research purposes.

- iii. Upon written request and subsequent amendment, the Commission may request delivery of computer software that is not identified as a Product, but was first created by the Recipient in the performance of the Scope of Work. To the extent the Recipient is legally able to do so, Recipient shall grant the State of California, including the Commission, a fully paid-up, royalty-free, nonexclusive, non-transferable, non-sublicensable, irrevocable license to reproduce, prepare derivative works, distribute copies, perform publicly, and display publicly such software to fulfill the State of California's governmental purposes, including the Commission's statutory objectives, subject to restrictions, if any, identified in Attachment 1.
- iv. Copyrightable Works that may be patentable are also subject to the Patent Rights clause, which will take precedence in case of a conflict.
- v. The Commission may direct Recipient to issue a no-cost, non-exclusive, non-sublicensable, irrevocable, royalty-free, worldwide, perpetual license to Copyrightable Works described in subparagraphs i. and iii. above to Load-serving entities and/or the third parties working with a Load-serving entity, for the Load-serving entity's use in enhancing its service to EPIC ratepayers. This license is for **non-commercial purposes**, meaning that it does not allow Load-serving entities to sell, commercially offer or distribute Copyrightable Works to others or in the marketplace. For example, if the Recipient creates copyrightable software, the Commission can give a Load-serving entity the right to use the software as part of its operations of providing service to EPIC ratepayers, but the Load-serving entity cannot sell or distribute the software.

D. Patent Rights

- i. Subject to the requirements of law, all rights to any Subject Inventions shall belong to the Recipient. The State of California, including the Commission, shall have a no-cost, non-exclusive, non-transferable, non-sublicensable, irrevocable, royalty-free, worldwide, paid-up license to practice, or have practiced, such Subject Invention for governmental purposes, including the Commission's statutory objectives. A confirmatory license will be executed by the Recipient to provide said license to any such Subject Invention, within ninety (90) days after filing of patent application. Notwithstanding the foregoing and except if the Commission exercises March-in Rights, Recipient has the sole right but not the obligation to prosecute or maintain patent protection for any Subject Invention at any time.

- ii. The Commission may direct Recipient to issue a no-cost, non-exclusive, non-sublicensable, irrevocable, royalty-free, worldwide, paid-up license to Subject Inventions to Load-serving entities and/or third parties working with a Load-serving entity, solely to practice Subject Inventions for non-commercial purposes, so as to enhance the Load-serving entities' service to EPIC ratepayers. This license is for **non-commercial purposes**, meaning that it does not allow Load-serving entities to sell, commercially offer or distribute patentable works to others or in the marketplace. For example, if the Recipient creates patentable software, the Commission can give a Load-serving entity the right to use the software as part of its operations of providing service to EPIC ratepayers, but the Load-serving entity cannot sell or distribute the software.
- iii. If any Subject Invention that is subject to the licenses above has been designated as Confidential Information as specified in Section 19, all license holders will only disclose the Subject Invention 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 Subject Invention are informed of and abide by the disclosure limitations in Section 19.
- iv. Copyrightable Works that may be patentable are also subject to the Patent Rights clause, which will take precedence in case of a conflict.

E. Energy Commission's Rights to Subject Inventions

i. March-in Rights

With respect to any Subject Invention in which Recipient has title and to the extent permissible under Federal laws and regulations, the Energy Commission shall have the right to require Recipient or Recipient's Licensee to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant, upon terms that are reasonable under the circumstances, if the Energy Commission determines that: a) the Recipient or Recipient's Licensee has not taken, or is not expected to take within a reasonable time, effective steps to achieve practical application of the Invention; or b) action is necessary to alleviate health or safety needs that are not reasonably satisfied by Recipient or Recipient's Licensee. If the Recipient or Recipient's Licensee refuses such request, the Commission may grant such a license itself. The parties may refer to the Federal Government's procedures for handling march-in rights.

ii. Notice of Patent

If any patent is issued for a Subject Invention, the Recipient will send the Commission Agreement Manager and Commission Agreement Officer 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 Subject Invention.

iii. Legal Notice

The Recipient and all persons and/or entities obtaining an ownership interest in Subject Inventions 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-17-033. The Energy Commission has certain rights to this invention.”**

F. Access to and Preservation of Subject Inventions and Copyrightable Works

i. Access

Upon the Commission Agreement Manager’s request, the Recipient will provide the Commission Agreement Manager and any individuals designated by the Commission or the CPUC with access to the Recipient’s Subject Inventions and to Copyrightable Works which are subject to Sections 21.C.i and 21.C.iii., in order to exercise the licenses described above, and to determine any royalty payments due under the Agreement.

ii. Preservation

The Recipient will preserve Subject Inventions and Copyrightable Works which are subject to Sections 21.C.i and 21.C.iii, in order to exercise the licenses described above, at its own expense for at least ten (10) years from the Agreement’s end date or until the timeframe in Recipient’s retention policy, whichever is longer. Notwithstanding the foregoing, Recipient is not obliged under this Agreement to obtain or maintain any intellectual property protection for Subject Inventions. Recipient has the sole right but not the obligation to file a patent application for a Subject Invention, but Recipient will file and prosecute a patent application for any Subject Invention which a Licensee has a license under Section 21.D.ii., upon written request by such Licensee and at Licensee’s expense.

G. All terms of this Section 21 above will be flowed down to Subcontractors.

## **22. Royalty Payments to the Energy Commission**

- A. In consideration of the Commission providing funding to the UC, UC agrees to pay the Commission a portion of either Net Revenues or Net Royalties under the terms and conditions hereinafter set forth. If federal funds are used in the conception or reduction to practice of a Subject Invention, such Net Revenues or Net Royalties shall be used by the State of California in a manner consistent with Title 35 United States Code (USC), Section 202, subdivision (c)(7) to the extent this USC Section applies).
- i. Net Royalties. The UC's obligation to make payments to the Commission shall commence from the date that the Net Royalties calculation is positive and extend until ten (10) years from the Agreement's end date. Payments are payable in annual installments and are due the first day of March for Net Royalties calculation made for the UC's prior fiscal year. UC agrees to pay to Commission an amount equivalent to 10% of the total cumulative Net Royalties, less payments made by UC to Commission in previous years when Net Royalties were positive. Payments shall be made by check and made payable to the California Energy Commission, EPIC Fund.
  - ii. Net Revenues. If the UC is the licensee, the UC's obligation to make payments to the Commission shall commence upon the first sale of the Licensed Product. Payments are payable in annual installments and are due the first day of March for the prior fiscal year of the UC and extend until ten (10) years from the Agreement's end date. UC agrees to pay an amount equivalent to 1.5% of the Net Revenues by check made payable to the California Energy Commission, EPIC Fund.
- B. If a Licensed Product was developed in part with Match Funds during the Agreement term, the Net Royalty payments will be reduced in accordance with the percentage of such development activities that were funded with Match Funds. For example, if 20% of the development activities were funded with Match Funds during the Agreement and total cumulative Net Royalties equaled \$100,000 in one year, the Recipient would owe the Energy Commission \$8,000 for the year ( 10% of \$100,000 = \$10,000; 80% of \$10,000 = \$8,000 (the 80% coming from 100% - 20% in match funds)).
- If the Energy Commission is providing funds to the Recipient under this Agreement as a project match partner and Energy Commission funds are used in part to develop a Licensed Product, the Net Royalty payments will be reduced in accordance with the percentage of such development activities that were funded with non-Energy Commission 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 Net Royalties totaled \$100,000 in one year, the Recipient would owe the Energy Commission \$2,000 for the year (10% of \$100,000 = \$10,000; 20% of \$10,000 = \$2,000 (the 20% coming from 100% - 80% in match funds)).

- C. Unless the Recipient makes an early buyout, total Net Royalty or Net Revenue payments will be limited to three (3) times the amount of funds paid by the Energy Commission under the Agreement. The Recipient 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 funds paid by the Energy Commission under the 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.
- D. UC agrees not to make any sale, license, lease, gift or other transfer of any Project Data Subject Invention, Copyrightable Work or Licensed Product with the intent of, or for the purpose of, depriving Commission of Net Royalties or Net Revenues hereunder. Generally, this means that the UC will not make any sale, license, lease or other transfer of Project Data, Subject Invention, Copyrightable Work or Licensed Product for consideration other than fair market value except for research, educational, or other mutually agreed to purposes intended to serve the public benefit.
- E. UC shall maintain separate accounts within their financial and other records for purposes of tracking royalties and revenues due to the Commission under this Agreement.
- F. Audits on Payments to Commission. Payments to the Commission are subject to the Audit clause.
- G. Defaults. In the event of default hereunder, the Commission shall be free to exercise all rights and remedies available to it herein, and under law and at equity. UC's failure to pay when due, any amount due and payable under the terms of this contract constitutes a default under this Agreement.

### **23. 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 State of California.

#### 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. Notification of Important Occurrences

Recipient shall promptly notify the Energy Commission of the occurrence of any of the following:

- i. A change of address.
- ii. The existence of any litigation or other legal proceeding affecting the project.
- iii. The occurrence of any casualty or other loss to project personnel, equipment or third parties.
- iv. 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.

I. Access to Sites and Records

The Energy Commission staff or its representatives shall have reasonable access to all project sites and to all records related to this Agreement.

J. 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:

- v. "Payments of Funds"
- vi. "Equipment"
- vii. "Notification of Important Occurrences"
- viii. "Termination"
- ix. "Recordkeeping, Cost Accounting, and Auditing"
- x. "Indemnification"
- xi. "Pre-Existing Intellectual Property, Independently Funded Intellectual Property, and Pre-existing Data"
- xii. "Intellectual Property"

- xiii. "Royalty Payments to the Energy Commission"
- xiv. "Access to Sites and Records"

#### **24. Certifications and Compliance**

##### **A. Federal, State & Local Laws**

Recipient shall comply with all applicable federal, state and local laws, rules and regulations.

##### **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, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (40), 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 from 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 7285 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 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 section to labor organizations with which they have a collective bargaining or other Agreement.

The Recipient shall include the nondiscrimination and compliance provisions of this section 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:

- i. 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).

- ii. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:
  - a. The dangers of drug abuse in the workplace;
  - b. The person's or organization's policy of maintaining a drug-free workplace;
  - c. Any available counseling, rehabilitation, and employee assistance programs; and
  - d. Penalties that may be imposed upon employees for drug abuse violations.
- iii. Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed project:
  - a. Will receive a copy of the company's drug-free policy statement;
  - b. 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. National Labor Relations Board Certification (Not applicable to public entities)

Recipient, by signing this Agreement, does swear 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 which 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:

- i. 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
- ii. 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 the state laws, the Recipient shall not be:

- i. In violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district;
- ii. Subject to 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
- iii. 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, 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.

H. Union Activity

By signing this Agreement, the Recipient hereby certifies that Recipient will not use grant funds for any expenses to assist, promote, or deter union organizing. Any Recipient that makes expenditures to assist, promote, or deter union organizing shall maintain records sufficient to show that state funds have not been used for those expenditures (Government Code Section 16645.2).

I. Payment

Costs for this Agreement shall be computed in accordance with State Administrative Manual Section 8752 and 8752.1.

## 25. Definitions

- A. **Agreement Period** is the length of this Agreement between the Energy Commission and the Recipient. The Recipient's Project may coincide with or extend outside the Agreement Period.
- B. **Confidential Information** any data or information that is proprietary to the Disclosing Party, allowed to be kept confidential under the California Public Records Act (Government Code §6250 et seq.) or other applicable law, and not publicly known at the time of disclosure to the receiving party.
- C. **Copyrightable Work** means any copyrighted work as defined under U.S. copyright law to which the Recipient, a Subcontractor, or a Match Fund Partner has acquired title that is first created in the performance of the Scope of Work under this Agreement and is not a scholarly work.
- D. **Data** means information, regardless of the form or medium including, but not limited to drawings, lists, findings, computations, notes, diagrams, data files, statistical records and other research data.

- E. **Pre-existing Data** means Data possessed or owned by the Recipient or by a third party (including Subcontractors) that exists prior to the Agreement start date or developed during the Agreement without Commission or Match Funds.
- F. **Project-relevant Pre-existing Data** means Pre-existing Data used by Recipient or Subcontractors in the performance of the Scope of Work conducted under this Agreement
- G. **Project Data** means Data that is first produced in the performance of this Agreement by Recipient, a Subcontractor or a Match Funds partner. Project Data does not include a researcher's laboratory notebook, but may include the Data contained therein.
- H. **Deliverable Data** means Project Data that is identified in the Scope of Work and required to be delivered to the Commission.
- I. **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.
- J. **Key Personnel** are employees of the Recipient who are both listed in the Agreement and critical to the outcome of the project. For example, they may have expertise in the particular field or have experience that is not available from another source. Replacing these individuals may affect the outcome of the project.
- K. **Independently Funded Intellectual Property** means Intellectual Property created, conceived, discovered, made, developed, altered, or reduced to practice by the Recipient or a third party during or after the Agreement term without Energy Commission or Match Funds, and any associated proprietary rights to these items that are obtained without Energy Commission or Match Funds, such as patent and copyright.
- L. **Intellectual Property** means inventions, technologies, designs, drawings, software, formulas, compositions, processes, techniques, works of authorship, trademarks, service marks, logos, and any associated proprietary rights to these items, such as patent and copyright, including and any upgrades or revisions to these items.

- M. **Licensed Product** means any product commercialized by a Licensee that embodies or utilizes Project Data, a Subject Invention, or Copyrightable Work.
- N. **Licensee** means the organization (or its affiliates, joint venture or sublicensee) that is granted commercial rights to Project Data, a Subject Invention or Copyrightable Work to develop any of these into a commercial product that is made available to the public in the marketplace or otherwise sold.
- O. **Load-serving entity** means a company or other organization that provides electricity to EPIC ratepayers.
- P. **Match Funds** means cash or in-kind (non-cash) contributions shown in the approved budget, Exhibit B, and provided by Recipient, Subcontractors, or other parties that will be used in performance of this Agreement.
- Q. **Match Fund Partner** means an entity providing Match Funds that does not receive any Commission funds.
- R. **Materials** means the substances used in constructing a finished object, commodity, device, article or product.
- S. **Net Revenues** means the total of the gross invoice prices of Licensed Product sold, less the sum of the following actual and customary deductions where applicable: cash; quantity discounts; sales, use, tariff, import/export duties or other excise taxes imposed upon particular sales; transportation charges; and allowance or credits to customers because of rejections or returns.
- T. **Net Royalties** means gross licensing income, including royalties and fees, received by UC from a Licensee as consideration for commercially licensing any Subject Invention, Copyrightable Work, or Project Data, less the following:
- i. Legal or other direct expenses (that are not otherwise reimbursed under an option or license agreement from a third party) of patenting, protecting and preserving patent, copyright and related property rights, maintaining patents and other such costs, taxes, or reimbursements as may be necessary or required by law, except patent infringement expenses;
  - ii. Inventor or author shares in accordance with UC's, patent or copyright policy; and
  - iii. Direct expenses include operating expenses of UC which are customarily reimbursed by royalty payments.

Net Royalties do not include any payments to joint holders nor research funding accepted by Recipient or a Subcontractor in association with an option or licensing agreement. Net Royalties shall be aggregated cumulatively, over time for each disclosed Subject Invention, Copyrightable Work, or Project Data.

- U. **Ownership** means exclusive possession and control of all rights to property, including the right to use and transfer property.
- V. **Subcontractor** is the same as a Subrecipient and means an entity that is performing research and has received Agreement funds via a subaward arrangement appropriate for that entity from the prime UC location awarded this grant Agreement. A Subcontractor may include not-for-profit and for-profit organizations, Federal laboratories, or any part of the University of California, such as a campus or the Lawrence Berkeley National Laboratory. This definition does not include vendors providing goods and services.
- W. **Key Subcontractor** is a Subcontractor that is critical to the outcome of the project. For example, the Subcontractor may have expertise in the particular field or have experience that is not available from another source. Replacing these entities may affect the outcome of the project.
- X. **Pre-existing Intellectual Property** means Intellectual Property that the Recipient 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 Energy Commission or Match Funds, and any associated proprietary rights to these items that are obtained without Energy Commission or Match Funds, such as patent and copyright.
- Y. **Products** means all tangible research products first made by Recipient, Subcontractors, or Match Fund Partners in the performance of this Agreement and specified for delivery to the Commission in the Scope of Work, but not a Subject Invention nor a Copyrightable Work.
- Z. **Project** refers to the entire effort undertaken and planned by the Recipient under this Agreement and consisting of the work co-funded in whole or in part by the Energy Commission.
- AA. **Project-relevant Pre-existing Intellectual Property** means Pre-existing Intellectual Property used by Recipient, Subcontractors, or Match Fund Partners in the performance of the Scope of Work conducted under this Agreement.
- BB. **Project-relevant Independently Funded Intellectual Property** means Independently Funded Intellectual Property used by Recipient, Subcontractors, or Match Fund Partners in the performance of the Scope of Work conducted under this Agreement.
- CC. **Report** means all required reports specified for delivery to the Commission in the Scope of Work.

- DD. **Sale** means the act of selling, leasing or otherwise transferring, providing, or furnishing for use for any consideration.  
**Sell** means to make or cause to be made a Sale.
- EE. **Sold** means to have made or caused to be made a Sale.
- FF. **Sales Price** means the price at which Licensed Product is sold, excluding sales tax.
- GG. **Subject Invention** means any patentable invention or discovery that is either:
- i. Conceived and first actually reduced to practice (actually reduced to practice or constructively reduced to practice by the filing of a patent application) in the performance of the Scope of Work;
  - ii. Conceived in the performance of the Scope of Work and first reduced to practice in the performance of the Scope of Work conducted under this Agreement or within forty-two (42) months after the completion of the Scope of Work;
  - iii. Conceived prior to the effective date of this Agreement or conceived without Energy Commission funds and reduced to practice in the performance of the Scope of Work, provided that such conception is not encumbered by any obligations owed to a third party other than the U.S. Government.
- HH. **Technology** refers to the general subject area where the product or innovation will be used. For example, solar thermal electric generation is a Technology area; direct steam generation is an innovation in this Technology area.
- II. **Trade Secret** is any formula, plan, pattern, process, tool, mechanism, compound, procedure, production data, or compilation of information which is not patented and which is generally known only to certain individuals with a commercial concern and are using it to fabricate, produce or compound an article of trade or a service having commercial value and which gives its user an opportunity to obtain a business advantage over competitors who do not know or use it.
- JJ. **UC** is used to refer to the one legal entity of The Regents of the University of California, or any subdivision or campus thereof.
- KK. **Vendor**. A dealer, distributor, merchant or other seller providing goods or services that are required for the performance of the Scope of Work. Vendors are not considered Subcontractors and are subject to the normal terms and conditions of the University's procurement process.
- LL. **Key Vendor** is a Vendor that is critical to the outcome of the project. For example, the Vendor may have expertise in the particular field or have experience that is not available from another source. Replacing these entities may affect the outcome of the project.

## **26. Terms & Conditions Required for State-Funded Research Grants**

The Parties shall comply with Government Code 13989 et seq, including but not limited to:

- 1) The Recipient is responsible for ensuring that any publishing or copyright agreements concerning submittal of peer-reviewed manuscripts fully comply with Government Code section 13989 et seq.
- 2) For a peer-reviewed manuscript accepted for publication, the Recipient shall ensure that the peer-reviewed manuscript be available no later than 12 months after the official date of publication on a publicly accessible repository approved by the State, including but not limited to:
  - (a) CSU ScholarWorks at the Systemwide Digital Library (<http://www.calstate.edu/library/>), or
  - (b) UC California Digital Library (<https://www.cdlib.org/>), or
  - (c) PubMed Central (<https://www.ncbi.nlm.nih.gov/pmc/>).
- 3) The Recipient shall instruct the PI to report to the State the final disposition of the peer-reviewed manuscript, including but not limited to:
  - (a) whether it was published,
  - (b) where it was published,
  - (c) when it was published,
  - (d) when the 12 month period after publication expires; and
  - (e) where the manuscript will be available for open access.
- 4) The State shall retain information regarding all issued research grants that resulted in published works.
- 5) The Recipient shall ensure that any publishing or copyright agreements concerning Peer-Reviewed Manuscripts:
  - a) Do not conflict with the Energy Commission's rights under this Agreement; and
  - b) Shall not alter any Energy Commission rights provided under this Agreement.

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 Commission 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.**

# Exhibit C Attachment 1

## Confidential Products and Project-Relevant Pre-Existing and Independently Funded Intellectual Property

### 1. Instructions

#### Identification of Confidential Information

- **Prior to the effective date of the Agreement**, the Recipient must identify in Section 2 of this attachment any products (or information contained within products) that it considers to be confidential. If the Energy Commission agrees that the information is confidential, it will not disclose it except as provided in Section 19 (Confidentiality) of these terms and conditions.
- **During the Agreement**, if the Recipient develops additional information not originally anticipated as confidential, it must follow the procedures for a request for designation of confidential information specified in Title 20 California Code of Regulations (CCR) Section 2505.

The Energy Commission's Executive Director will make the confidentiality determination. Following this determination, the confidential information may be added to this attachment through a Letter of Agreement (see Section 6 (Amendments) and Attachment 2 (Sample Letter of Agreement)). The Energy Commission will not disclose information subject to an application for confidential designation except as provided in Section 19.

- **When submitting products containing confidential information**, the Recipient must 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 Commission Agreement Manager 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.

#### Identification of Project-Relevant Independently Funded and Pre-Existing Intellectual Property

- The Recipient must identify all project-relevant pre-existing intellectual property and project-relevant independently funded intellectual property in Section 3 of this attachment 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 the Agreement. This attachment may be amended by a Letter of Agreement (see Section 6 (Amendments) and Attachment 2 (Sample Letter of Agreement)).
  - **"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 the Agreement.
  - **"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 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 Energy Commission or match funds; and (b) associated proprietary rights to these items

- that are obtained without Energy Commission or match funds, such as patent and copyright.
- **“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 or a third party during or after the Agreement term without Energy Commission or match funds; and (b) associated proprietary rights to these items that are obtained without Energy Commission 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 Commission owns such products regardless of their funding source.

- **Failure to identify project-relevant pre-existing or independently funded intellectual property** in this attachment may result in the property’s designation as “intellectual property” that is subject to licenses and royalties, as described in Sections 21 (Intellectual Property) and 22 (Royalty Payments to the Commission).

**2. Confidential Products and/or Confidential Information Contained within Products**

The Energy Commission designates the following products (or information contained within products) as confidential, in accordance with Title 20 California Code of Regulations Section 2505(c)(2)(B).

<b>Product name</b>	NONE
<b>Task/subtask number</b>	
<b>Information to be kept confidential</b>	<input type="checkbox"/> Entire product <input type="checkbox"/> Selected information within product ( <i>describe below; be as specific as possible</i> ):
<b>Legal basis for confidentiality designation</b>	<input type="checkbox"/> California Public Records Act, located in California Government Code Sections 6250 et seq. ( <i>identify the relevant section(s) and subsections(s) below</i> ):  <input type="checkbox"/> Other law ( <i>identify below, including the relevant section(s) and subsections(s)</i> ):
<b>Term of confidentiality</b>	MM-DD-YY to MM-DD-YY
<p><b>Trade secrets only</b></p> <p>Answer the following questions if the product/information described above is considered a trade secret (i.e., confidential business information that provides the business with a competitive advantage):</p> <ol style="list-style-type: none"> <li>1. What is the nature of the competitive advantage provided by the product/information?</li> <li>2. How would the competitive advantage be lost by disclosure? (generally describe the value of the product/information and the ease or difficulty with which it may be legitimately acquired or duplicated by others).</li> </ol>	

**3. Project-Relevant Pre-Existing Intellectual Property and Project-Relevant Independently Funded Intellectual Property**

The Recipient has identified the following items as “project-relevant pre-existing intellectual property” and/or “project-relevant independently funded intellectual property,” as defined in Sections 20 (Pre-Existing and Independently Funded Intellectual Property) and 25 (Definitions) of these terms and conditions. The Commission makes no ownership, license, or royalty claims to this property, and may only access it for the purposes described in Section 20.

<b>Name/Title of Intellectual Property</b>	UC Davis Central Chiller Plant Optimization
<b>Type of Intellectual Property</b>	<input checked="" type="checkbox"/> Project-relevant pre-existing intellectual property <input type="checkbox"/> Project-relevant independently funded intellectual property  <input type="checkbox"/> Invention <input checked="" type="checkbox"/> Process <input checked="" type="checkbox"/> Technology <input checked="" type="checkbox"/> Technique <input type="checkbox"/> Design <input type="checkbox"/> Work of Authorship <input type="checkbox"/> Drawing <input type="checkbox"/> Trademark/ Service mark <input type="checkbox"/> Data <input type="checkbox"/> Logo <input checked="" type="checkbox"/> Software <input type="checkbox"/> Formula
<b>Registered or Pending Intellectual Property (i.e., copyrights, patents, or trademarks that are registered or pending with the U.S. Copyright Office or the U.S. Patent and Trademark Office)</b>	<input type="checkbox"/> Copyright <input type="checkbox"/> Patent <input type="checkbox"/> Trademark/ Service mark Name of owner: Number and date: <hr/> <i>For pending applications</i> Name of applicant: Application number and date:
<b>Unregistered Intellectual Property</b>	<input checked="" type="checkbox"/> Copyright <input type="checkbox"/> Trademark/ Service mark <input type="checkbox"/> Trade Secret Name of owner: UC Davis
<b>Description of how the property will be or has been used to support a premise, postulate, or conclusion referred to or expressed in any product under the Agreement</b>	<p>The UCD Central Chiller Plant uses a previously developed optimization scheme, which includes software, technology, processes, and techniques to calculate control actions based on the day-ahead wholesale electricity market, and methods to communicate those actions with the Plant Operators. This existing control scheme will be used by Olivine to dispatch the Chiller Plant as part of Community VPP until the enhancements described below are completed.</p> <p>As part of this project, the recipient will work with the UCD energy office to develop two-way communication with Olivine and enhancements to automate the participation in the DR events. The improvements are expected to be used from 2027 to the end of the project.</p>

<b>Name/Title of Intellectual Property</b>	Olivine DER Platform, CarbonEQ technology, and associated documentation and know-how
<b>Type of Intellectual Property</b>	<input checked="" type="checkbox"/> Project-relevant pre-existing intellectual property <input type="checkbox"/> Project-relevant independently funded intellectual property <input type="checkbox"/> Invention <input checked="" type="checkbox"/> Process <input checked="" type="checkbox"/> Technology <input checked="" type="checkbox"/> Technique <input type="checkbox"/> Design <input checked="" type="checkbox"/> Work of Authorship <input type="checkbox"/> Drawing <input type="checkbox"/> Trademark/ Service mark <input checked="" type="checkbox"/> Data <input type="checkbox"/> Logo <input checked="" type="checkbox"/> Software <input checked="" type="checkbox"/> Formula
<b>Registered or Pending Intellectual Property (i.e., copyrights, patents, or trademarks that are registered or pending with the U.S. Copyright Office or the U.S. Patent and Trademark Office)</b>	<input type="checkbox"/> Copyright <input checked="" type="checkbox"/> Patent <input type="checkbox"/> Trademark/ Service mark Name of owner: Number and date: <i>For pending applications</i> Name of applicant: Olivine, Inc. Application number and date: To be filed 11/2024
<b>Unregistered Intellectual Property</b>	<input checked="" type="checkbox"/> Copyright <input checked="" type="checkbox"/> Trademark/ Service mark <input checked="" type="checkbox"/> Trade Secret Name of owner: Olivine, Inc.
<b>Description of how the property will be or has been used to support a premise, postulate, or conclusion referred to or expressed in any product under the Agreement</b>	Olivine may utilize all or part of its existing DER Platform software, CarbonEQ technology, documentation, and know-how to perform services under the Agreement.

<b>Name/Title of Intellectual Property</b>	Delta Intelligent Building Technology Red5 Hardware, Version 4 Firmware, enteliWEB software
<b>Type of Intellectual Property</b>	<input checked="" type="checkbox"/> Project-relevant pre-existing intellectual property <input type="checkbox"/> Project-relevant independently funded intellectual property <input type="checkbox"/> Invention <input type="checkbox"/> Process <input checked="" type="checkbox"/> Technology <input type="checkbox"/> Technique <input checked="" type="checkbox"/> Design <input type="checkbox"/> Work of Authorship <input checked="" type="checkbox"/> Drawing <input type="checkbox"/> Trademark/ Service mark <input checked="" type="checkbox"/> Data <input type="checkbox"/> Logo <input checked="" type="checkbox"/> Software <input type="checkbox"/> Formula
<b>Registered or Pending Intellectual Property (i.e., copyrights, patents, or trademarks that are registered)</b>	<input type="checkbox"/> Copyright <input type="checkbox"/> Patent <input checked="" type="checkbox"/> Trademark/ Service mark Name of owner: Delta Intelligent Building Technologies, A Delta Group Company Number and date:

<b>or pending with the U.S. Copyright Office or the U.S. Patent and Trademark Office)</b>	<i>For pending applications</i> Name of applicant: Application number and date:
<b>Unregistered Intellectual Property</b>	<input type="checkbox"/> Copyright <input checked="" type="checkbox"/> Trademark/ Service mark <input checked="" type="checkbox"/> Trade Secret Name of owner: Delta Intelligent Building Technologies, A Delta Group Company
<b>Description of how the property will be or has been used to support a premise, postulate, or conclusion referred to or expressed in any product under the Agreement</b>	Building Automation System including hardware, end devices and software to control, monitor and report/alarm the HVAC Equipment.

## **Exhibit E**

### **Special Terms and Conditions**

#### **1. *INSOLVENCY, BANKRUPTCY OR RECEIVERSHIP***

The Recipient shall immediately, but no later than five calendar days, notify the CEC if the Recipient, the Recipient's parent, a subrecipient, a vendor, or a site host is planning for any of the following events: (1) the entity's filing of a voluntary case seeking liquidation or reorganization under the Bankruptcy Act or similar applicable law; (2) the entity's consent to the institution of an involuntary case under the Bankruptcy Act or similar applicable law; (3) the filing, or planning of filing, of any similar proceeding for or against the entity, or the entity's consent to the dissolution, winding-up or readjustment of its debts, appointment of a receiver, conservator, trustee, or other officer with similar powers over the entity, under any other applicable law; or (4) the entity's insolvency due to its inability to pay debts generally as they become due.

Such notification shall be in writing and shall: (1) specifically set out the details of the occurrence of the event; (2) provide the facts surrounding that event; and (3) provide the impact such event will have on the project being funded by this Agreement.

Upon the occurrence of any of the four events described above, the CEC reserves the right to conduct a review of the Agreement to determine the Recipient's compliance with the required elements of the Agreement (including such items as match share, progress towards project objectives, and submission of required products). If the CEC review determines that there are significant deficiencies or concerns with the Recipient's continued performance under the Agreement, the CEC reserves the right to take any action available under this Agreement including, but not limited to, issuing a Stop Work Order or terminating the Agreement.

Failure of the Recipient to comply with this term may be considered a material breach of this Agreement.

This term shall be flowed-down to all subawards and site host agreements.


## Certificate Of Completion

Envelope Id: 78DD3089-496D-4794-ACC3-CC9E9397A9BA	Status: Completed
Subject: Complete with Docusign: 01_CEC-146_EPC-24-034_UC_DAVIS.docx, 02_Exhibit-A_SOW_EPC-24-034_UC_DAV...	
Source Envelope:	
Document Pages: 158	Signatures: 2
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Disabled	Eunice Lemos-Adair
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	11493 Sunset Hills Road Suite 100
	Suite 100
	Reston, VA 20190
	Eunice.Lemos-Adair@energy.ca.gov
	IP Address: 134.186.116.124

## Record Tracking


Status: Original	Holder: Eunice Lemos-Adair	Location: DocuSign
3/25/2025 3:13:32 PM	Eunice.Lemos-Adair@energy.ca.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Energy Resources Conservation and Development Commission	Location: Docusign

## Signer Events

Signer Events	Signature	Timestamp
Denise Ehlen awards@ucdavis.edu Executive Associate Vice Chancellor for Research Security Level: Email, Account Authentication (None)	  Signature Adoption: Uploaded Signature Image Using IP Address: 76.233.92.79	Sent: 4/1/2025 1:15:51 PM Viewed: 4/3/2025 8:06:18 PM Signed: 4/3/2025 8:06:24 PM

### Electronic Record and Signature Disclosure:

Accepted: 4/3/2025 8:06:18 PM  
ID: ef1cd7c3-d171-44ff-b690-0c9b5161abb7

Tatyana Yakshina Tatyana.Yakshina@energy.ca.gov SSMI Energy Security Level: Email, Account Authentication (None)	  Signature Adoption: Pre-selected Style Using IP Address: 98.192.160.37	Sent: 4/3/2025 8:06:28 PM Viewed: 4/4/2025 4:54:41 PM Signed: 4/7/2025 2:31:20 PM
--	--	---

### Electronic Record and Signature Disclosure:

Not Offered via Docusign

## In Person Signer Events

In Person Signer Events	Signature	Timestamp
-------------------------	-----------	-----------

## Editor Delivery Events

Editor Delivery Events	Status	Timestamp
------------------------	--------	-----------

## Agent Delivery Events

Agent Delivery Events	Status	Timestamp
-----------------------	--------	-----------

## Intermediary Delivery Events

Intermediary Delivery Events	Status	Timestamp
------------------------------	--------	-----------

## Certified Delivery Events

Certified Delivery Events	Status	Timestamp
---------------------------	--------	-----------

Award Team -Assigned Awards Analyst awards@ucdavis.edu Executive Associate Vice Chancellor for Research Security Level: Email, Account Authentication (None)	  Using IP Address: 63.201.23.53	Sent: 3/25/2025 3:26:46 PM Resent: 4/1/2025 11:51:47 AM Viewed: 4/1/2025 1:15:50 PM
---	---	---

### Electronic Record and Signature Disclosure:

Certified Delivery Events	Status	Timestamp
---------------------------	--------	-----------

Accepted: 4/1/2025 1:15:50 PM  
ID: b0622bf3-44ec-4213-bd01-6432a3e0d57f

Carbon Copy Events	Status	Timestamp
--------------------	--------	-----------

Mario Reina-Guerra  
awards@ucdavis.edu  
Executive Associate Vice Chancellor for Research  
Security Level: Email, Account Authentication  
(None)

**COPIED**

Sent: 4/7/2025 2:31:23 PM

**Electronic Record and Signature Disclosure:**  
Accepted: 4/3/2025 8:06:18 PM  
ID: ef1cd7c3-d171-44ff-b690-0c9b5161abb7

Caton Mande  
cwmande@ucdavis.edu  
Security Level: Email, Account Authentication  
(None)

**COPIED**

Sent: 4/7/2025 2:31:25 PM  
Viewed: 4/7/2025 3:21:18 PM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Witness Events	Signature	Timestamp
----------------	-----------	-----------

Notary Events	Signature	Timestamp
---------------	-----------	-----------

Envelope Summary Events	Status	Timestamps
-------------------------	--------	------------

Envelope Sent	Hashed/Encrypted	3/25/2025 3:26:46 PM
Envelope Updated	Security Checked	4/1/2025 11:25:52 AM
Certified Delivered	Security Checked	4/4/2025 4:54:41 PM
Signing Complete	Security Checked	4/7/2025 2:31:20 PM
Completed	Security Checked	4/7/2025 2:31:25 PM

Payment Events	Status	Timestamps
----------------	--------	------------

Electronic Record and Signature Disclosure
--

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Energy Resources Conservation and Development Commission (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact Energy Resources Conservation and Development Commission:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [don.davis@water.ca.gov](mailto:don.davis@water.ca.gov)

### **To advise Energy Resources Conservation and Development Commission of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [don.davis@water.ca.gov](mailto:don.davis@water.ca.gov) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

### **To request paper copies from Energy Resources Conservation and Development Commission**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [don.davis@water.ca.gov](mailto:don.davis@water.ca.gov) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

### **To withdraw your consent with Energy Resources Conservation and Development Commission**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [don.davis@water.ca.gov](mailto:don.davis@water.ca.gov) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Energy Resources Conservation and Development Commission as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Energy Resources Conservation and Development Commission during the course of your relationship with Energy Resources Conservation and Development Commission.